



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 June 25, 2020, at 4:30 p.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

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 Kyle McAlister

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 Regular Meeting Held on June 11, 2020 **(Shawna Atkinson)**
4. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Execute a Contract with Caldwell County Chevrolet for the Purchase of Two (2) Half-Ton Pickup Trucks and One (1) Three-Quarter Ton Pickup Truck **(Chief Cande Flores)**

5. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Single-Family Rehabilitation/Reconstruction Program Project located at 2109 Clinton Street with C.E. Vann Construction and Budgeted with HOME Program Funds **(Zack Rainbow)**
6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding the bid to Starks Construction Company, Inc. for the FM 89 Utility Relocates Project **(Rodney Taylor)**
7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing and Take Action to approve CityLink's new Public Transportation Agency Safety Plan **(Don Green)**
8. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve a 90-day extension to the Operating Cost Relief for American Airlines. **(Don Green)**
9. **Ordinance (First Reading) Z-2020-08:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from TTY Holdings LLC. and Jeff Luther Construction Company, agent Timothy Yandell, to rezone from Light Industrial (LI) and Multi-Family Residential (MF) to a Planned Development District (PDD) located at 629 North 6th Street, Lot 7, Block 104, located at 601 Plum Street, Lots 7-12, Block 66, located at 501, 509, 525, 533, 541 Ash Street, Original Town Abilene, Abilene, Taylor County, Texas **(Mike Warrix)**
10. **Ordinance (First Reading) Z-2020-09:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on request from Quality Implement Company, agents Gary and Diana Handley, to rezone property from Agricultural Open Space (AO) to General Commercial (GC) District located near northeast corner of Loop 322 and Industrial Boulevard **(Mike Warrix)**
11. **Ordinance (First Reading) CUP-2020-03:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Quality Implement Company, agents Gary and Diana Handley, for Conditional Use Permit allowing retail sale and rental of trucks and other large vehicles and equipment in a General Commercial District located near northeast corner of Loop 322 and Industrial Boulevard **(Mike Warrix)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

12. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Modifying and Extending the Declaration of Local Disaster Issued June 1, 2020 **(Robert Hanna)**
13. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Possible Action to Extend the Temporary Suspension of the Residential and Commercial Street Maintenance Fee During the COVID-19 Pandemic or Allow the Temporary Suspension to Expire **(Greg McCaffery)**
14. **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)**

- Abilene-Taylor County Child Advocacy Center Board
- Senior Citizens Advisory Board

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

1. 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. Reginald Lamkin vs. City of Abilene; Cause No. 50754-A; In the 42nd Judicial District Court, Taylor County, Texas; filed May 14, 2020
11. Governor's Executive Orders - COVID-19
12. Claim of Discrimination - Rita Monterrosa
13. West Texas Water Partnership
14. Clyde Water

B. 551.072 (Deliberations about Real Property)

1. Clyde Water
2. T&P Freight Warehouse, 901 N 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

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 19th day of June, 2020 at 3:35 p.m.

Kaitlin Richardson, City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 6/25/2020

TO:

FROM: Shawna Atkinson, City Secretary

SUBJECT: 3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 11, 2020 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on June 11, 2020

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 06-11-2020 Minutes - Regular - Morning

CITY COUNCIL MEETING
June 11, 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 Regular Session on June 11, 2020, at 8:30 a.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, and City Secretary Shawna Atkinson.

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

CONSENT AGENDA

The Consent Agenda consisted of items 2-8. Item 3 was pulled for individual consideration.

Items pulled for individual consideration were as follows:

- David Swart, citizen – Item 3
- David Swart, citizen – Item 4
- David Swart, citizen – Item 7
- Pulled prior to meeting to allow public hearing – Item 8

Councilmember Rentz moved to approve the consent agenda, now consisting of items 2, 5 & 6. 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

2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on May 28, 2020, and the Special Meeting Held on June 1, 2020
5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Purchase of Ammunition from Precision Delta for the Police Department and Marshals Division
[ASSIGNED RESOLUTION NO. 106-2020]
6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding the bid to Starks Construction Company Inc. for the South 14th Water Line Improvements Project
[ASSIGNED RESOLUTION NO. 107-2020]

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

3. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2057 to Bontke Brothers Construction for Sayles Blvd Pavement Rehabilitation
[ASSIGNED RESOLUTION NO. 104-2020]

The item was pulled by David Swart, citizen.

Having pulled the item, David Swart praised staff and the Street Maintenance Board for identifying funds for this major 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 (7): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz, McAlister and Craver

NAYS (0): None

4. Resolution: Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2058 to Epic Construction for South 23rd Street and Barrow Street Reconstruction
[ASSIGNED RESOLUTION NO. 105-2020]

The item was pulled by David Swart, citizen.

Having pulled the item, David Swart stated how much this road needs the reconstruction and his appreciation for the Public Works Director on getting this done.

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

Councilmember Craver moved to approve the item as presented. Deputy Mayor Pro-tem Albus 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

7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action Authorizing the City Manager to enter into an agreement with Texas Department of Transportation for the Bridge Replacement on N. 18th Street at Catclaw Creek
[ASSIGNED RESOLUTION NO. 108-2020]

The item was pulled by David Swart, citizen.

Having pulled the item, David Swart stated that he is happy that the City will only have to put up 10% for this project and that the rest of the money is coming from the \$10 license plate fee. He is glad that this money is going towards a good use. He questioned if this project would take until 2024 to begin.

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

Greg McCaffery, Director of Public Works, addressed Mr. Swart's concerns and let him know that they are looking at 2024, but if they get the project in the system soon enough and there are others that can't start, it could be as early as 2022.

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

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

NAYS (0): None

8. Presentation: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving the FY 2020/2021 Action Plan and proposed use of Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds

The item was pulled by staff in order to allow for the required public hearing.

Zack Rainbow, Assistant Director of Planning & Development Services, presented the item. This presentation is for a consolidated plan that strategically addresses the City's goals and objectives for housing and community development over the course of a five-year period. The City of Abilene is also required to submit a one-year action plan outlining specific uses of Community Development Block Grant (CDBG) and Home Investment Partnership Program (HOME) funds planned for the coming fiscal year. This is the first public hearing of the reports and it will be brought back to Council in July for a final vote.

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

- Cynthia Alvidrez – is against the item. Stated her concerns on the current projects CDBG funds are used for and requests reallocation of funds to other projects, like low-income citizens.
- Chloe Roberts – thanks Council for their transparency. Stated she thinks there is an insufficiency on multi-family housing in Abilene and is advocating for a resident housing committee.

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

This item was for presentation only. No votes or action were taken at this time.

REGULAR AGENDA

9. Presentation: Receive a Presentation, Hold a Discussion and Public Hearing on the concept of a Public Improvement District

Michael Rice, Assistant City Manager, introduced Robert Rivera and Tripp Davenport from FMS Bonds, who are Public Improvement District (PID) underwriters in Texas. They provided the presentation on what PIDs are, how they can be used, what they can finance and any foreseeable issues that may arise from them. Mr. Davenport and Mr. Rivera answered various questions from Staff and Council on PIDs.

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

This item was for presentation only. No votes or action were taken at this time.

10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adding Additional Liability Coverage with Texas Municipal League Intergovernmental Risk Pool (TMLIRP) **[ASSIGNED RESOLUTION NO. 109-2020]**

Brenda Alexander, Director of Human Resources, presented the item. Adoption of the item would add the following liability coverages: General Liability, Law Enforcement Liability, Errors & Omissions Liability, and Cyber Liability from Texas Municipal League Intergovernmental Risk Pool. Ms. Alexander introduced

Rodney Peters from TML, who presented additional information on the liability insurance and answered Council's questions.

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

- David Swart – stated his concern on purchasing insurance that you never use. He suggested looking into some type of interest bearing account to put money into instead.

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

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

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

NAYS (1): Mayor Pro-tem Hurt

11. Ordinance (Final 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
[ASSIGNED ORDINANCE NO. 22-2020]

Cande Flores, Fire Chief, presented the item. Adoption of the item would implement a restructuring strategy that will reduce the Captain positions by one, and increase the Lieutenant positions by one. This will result in an overall staffing of twelve Fire Captains and thirty-three Lieutenants.

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

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

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

NAYS (0): None

12. Ordinance (Final 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
[ASSIGNED ORDINANCE NO. 23-2020]

Cande Flores, Fire Chief, presented the item. Adoption of the item would authorize assignment pay for the Deputy Fire Marshall position.

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

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

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

NAYS (0): None

13. 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)
[FAILED]

Mayor Williams, Councilmember Price and Councilmember McAlister had a conflict of interest on this item and abstained from voting. Conflict of Interest Affidavits were filled out before the meeting and filed with the City Secretary's office. Mayor Williams and Councilmember McAlister left the room during this discussion and Mayor Pro-tem Hurt presided.

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. The following addressed the Council:

- Philip Jergins – for the item
- Derrell Sloan – against the item
- James Edward Earls – against the item
- Timothy Owen – against the item
- Judd White – for the item
- Chris Brannan – for the item, but worries about the traffic this will bring.
- Linda Light – against the item
- David Swart – urges Council to find a solution for traffic.
- Clint Rosenbaum – stated this is a difficult case and worries about the traffic flow
- Edward Walker – against the item
- MaryAnn Martin – against the item
- Carmen Price – against the item
- Rostyn Calloran – for the item and asked the applicant to look at doing this in his neighborhood.
- Chris Hammond – against the item
- Nick Coates (applicant) – thanked Council for considering this item and state he appreciates the comments that have been made. He believes this is a good idea for this area as the City needs to develop more on the north side of town. Also stated that this property would bring in tax revenue that the City needs.
- Chloe Roberts – for the item. Ms. Roberts stated that the City needs to develop more housing on the north side of town.

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

Mayor Pro-tem Hurt moved to approve the item with the addition of the recommendations from Staff and adding the word “only” to part 7B between the words “shall” and “be”. Deputy Mayor Pro-tem Albus seconded the motion; motion failed.

AYES (3): Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmember Rentz

NAYS (1): Councilmember Craver

ABSTAIN (3): Mayor Williams, Councilmembers Price and McAlister

PUBLIC COMMENTS

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

- David Swart – stated that there are so many street lights out. He knows that SeeClickFix is a way to report it and suggests adding a direct link to AEP in that system to report the outages properly. He also stated his frustration in trying to get in touch with someone at AEP to report outages.
- Rostyn Callerman – Thanked Councilmember Price about his comments in regards to low to moderate income neighborhoods. In regards to Mr. Rainbows comments on Item #8, he is concerned that the consultants that were spoken about are not contacting the public as described. Mr. Callerman is willing to help facilitate those conversations, should staff need him to.

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

EXECUTIVE SESSION

Mayor Williams recessed into Executive Session at 11:00 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:

- 10. A. 551.071 (Consultation with Attorney)
 - 1. Claim of Discrimination – Rita Monterrosa
- 10.B 551.072 (Deliberations about Real Property)
 - 1. Clyde Water
 - 2. T&P Freight Warehouse, 901 North 1st Street
- 10. F. 551.087 (Business Prospect/Economic Development)
 - 1. Request from Abilene Hotel Owners Group
 - 2. Public Improvement District for property adjacent to Boys Ranch Road
 - 3. 5KLM Properties – The Harvest Subdivision

The Executive Session ended at 12:15 p.m. and reconvened to Open Session. Mayor Williams left the meeting during the Executive Session. Mayor Pro-tem Hurt presided over the remainder of the meeting and reported no votes or action were taken in Executive Session.

REGULAR AGENDA

- 15. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 110-2020]

Mayor Pro-tem Hurt opened the public hearing, and with no speakers coming forward, the public hearing was closed.

Councilmember McAlister moved to (re)appoint the following:

Board	Term End Date
<i>Library Advisory Board</i>	
Trent Dietz [New]	November 2020 [Unexpired Term]

Councilmember Price seconded the motion; motion carried

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

NAYS (0): None

ABSENT (1): Mayor Williams

16. Resolution: Receive a Report, Hold a discussion and Public Hearing, and Take Action on approval of DCOA's Chief Executive Officer to extend and/or amend the DCOA's Agreements with Prairie Dog Pet Products

[ASSIGNED RESOLUTION NO. 111-2020]

Misty Mayo, Chief Executive Officer of the Development Corporation of Abilene, presented the item. Adoption of the item would amend and extend the agreement with Prairie Dog Pet Products that was approved in 2015.

Mayor Pro-tem Hurt opened the public hearing. The following addressed the Council:

- David Swart – stated when the original deal came up last year he questioned if you could even buy their product in Abilene. He couldn't find anywhere local to buy their products – just online, but he thinks the new ownership will change things for the better.
- Cynthia Alvidrez – stated that this company is ranked the lowest amongst ten competitors. She stated that the taxpayer dollars invested in the DCOA are not worth the effort, but she hopes that the numbers Misty Mayo quoted are accurate.

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

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

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

NAYS (0): None

ABSENT (1): Mayor Williams

17. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving an Agreement with Project ERG-2

[ASSIGNED RESOLUTION NO. 112-2020]

Misty Mayo, Chief Executive Officer of the Development Corporation of Abilene, presented the item. Adoption of the item would provide Economic Relief Incentives to Laureen Engineers & Constructors, Inc., to provide qualified incentives not to exceed \$500,000 to support business retention and business expansion through any expenditures that are consistent with the Development Corporation Act.

Mayor Pro-tem Hurt opened the public hearing. The following addressed the Council:

- David Swart – questioned if this is where the \$1 million “blank check” that was approved in the DCOA's budget is going. He stated now is not the time to venture into new deals as we don't know where COVID-19 is heading.

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

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

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

NAYS (0): None

ABSENT (1): Mayor Williams

18. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving an Agreement with Project ERG-3
[ASSIGNED RESOLUTION NO. 113-2020]

Misty Mayo, Chief Executive Officer of the Development Corporation of Abilene, presented the item. Adoption of the item would provide Economic Relief Incentives to Prairie Dog Pet Products to provide qualified incentives not to exceed \$300,000 to support business retention and business expansion through any expenditures that are consistent with the Development Corporation Act.

Mayor Pro-tem Hurt opened the public hearing. With no other speakers coming forward, the public hearing was closed.

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

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

NAYS (0): None

ABSENT (1): Mayor Williams

19. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving the FY 2020 Semi-Annual Report of Activities for the Development Corporation of Abilene
[ORAL RESOLUTION]

Misty Mayo, Chief Executive Officer of the Development Corporation of Abilene, presented the item. Adoption of the item would approve the FY 2020 Semi-Annual Report of Activities for the Development Corporation of Abilene.

Mayor Pro-tem Hurt opened the public hearing. With no other speakers coming forward, the public hearing was closed.

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

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

NAYS (0): None

ABSENT (1): Mayor Williams

20. Presentation: Receive a Report and Hold a Discussion and Public Hearing on the Economic Relief Grant

Misty Mayo, Chief Executive Officer of the Development Corporation of Abilene, presented an update on the Economic Relief Grant and on the funds set aside for these relief incentives.

Mayor Pro-tem Hurt opened the public hearing. With no other speakers coming forward, the public hearing was closed.

This item was for presentation only. No votes or action were taken at this time.

ADJOURNMENT

There being no further business, the meeting adjourned at 1:01 p.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 6/25/2020

TO: Robert Hanna, City Manager

FROM: Cande Flores, Fire Chief

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Execute a Contract with Caldwell County Chevrolet for the Purchase of Two (2) Half-Ton Pickup Trucks and One (1) Three-Quarter Ton Pickup Truck *(Chief Cande Flores)*

GENERAL INFORMATION

The Abilene Fire Department maintains a fleet of passenger vehicles, in addition to the fire apparatus maintained for emergency services. These vehicles are utilized in every division of the Department, and we are seeking to purchase three (3) vehicles in 2020.

SPECIAL CONSIDERATIONS

Bids CB-2052 and CB-2053 were advertised on April 26th and May 3rd, with three (3) Vendors submitting bids for the desired vehicles. After a full review of the submitted bids, Caldwell Country Chevrolet was the only vendor whose bids met all of the minimum qualifications.

FUNDING/FISCAL IMPACT

The two (2) half-ton pickup trucks were bid at \$32,800.00 each, and the three-quarter ton pickup truck was bid at \$38,650.00. The total cost of this contract is \$104,250.00.

Funding will come from the Abilene Fire Department Apparatus Replacement Fund.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution to authorize to purchase the vehicles.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution-AFD Pickup Truck Purchases (1)
2. CB2052 TABSHEET
3. CB2053 TABSHEET
4. Fleet Purchase Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CALDWELL COUNTRY CHEVROLET FOR THE PURCHASE OF TWO (2) HALF-TON PICKUP TRUCKS AND ONE (1) THREE-QUARTER TON PICKUP TRUCK.

WHEREAS, the Abilene Fire Department maintains a fleet of passenger vehicles, in addition to the fire apparatus maintained for emergency services.

WHEREAS, bids were advertised as required by law, with three (3) vendors returning bids for the desired vehicles. Caldwell Country Chevrolet was the only vendor whose bids met all of the minimum qualifications.

WHEREAS, the two (2) half-ton pickup trucks were bid at \$32,800 each, and the three-quarter ton pickup truck was bid at \$38,650. Total cost of the contract is \$104,250.

WHEREAS, funding for the purchase of the pickup trucks 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 Caldwell Country Chevrolet for the purchase of two (2) half-ton pickup trucks and one (1) three-quarter ton pickup truck.

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

ADOPTED and approved by the City Council on the 25th of June, 2020.

ATTEST:

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

APPROVED:

Stanley Smith
City Attorney

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

PAGE
1 OF 1

DEPARTMENT: FMO
BID NO.: CB-2052
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: MAY 12, 2020

CALDWELL COUNTRY
CHEVROLET
CALDWELL, TX

RANDALL REED'S PRESTIGE
FORD
GARLAND, TX

GRAPEVINE CHRYSLER JEEP
DODGE
GRAPEVINE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	HALF-TON PICKUP TRUCK	2	EA	32,800.00	*65,600.00		DOES NOT MEET SPECS		DOES NOT MEET SPECS						
BASE BID					*65,600.00										
DISCOUNT															
TOTAL BID					*65,600.00										

*NOTES: INDICATES RECOMMENDED AWARD

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

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1 OF 1

DEPARTMENT: FMO
BID NO.: CB-2053
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ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	THREE-QUARTER TON PICKUP TRUCK	1	EA		*38,650.00		DOES NOT MEET SPECS		DOES NOT MEET SPECS						
BASE BID					*38,650.00										
DISCOUNT															
TOTAL BID					*38,650.00										

*NOTES: INDICATES RECOMMENDED AWARD

Fleet Purchase Contract

ABILENE FIRE DEPARTMENT

June, 2020



AFD FLEET VEHICLES

The Abilene Fire Department currently has twenty-eight passenger type vehicles within its fleet inventory.

AFD is seeking to purchase:

- (2) Half-ton Pickup Trucks
- (1) Three-quarter Ton Pickup Truck

Two of these vehicles will replace current vehicles in our inventory and one is a new vehicle request.



Half-Ton Pickups

- The Half-ton Pickup Trucks are replacing existing AFD vehicles. These include:
 - Pickup One:
 - Replacing #3708: 2006 Ford Crown Victoria – 90,883 miles
 - Vehicle was flooded during a rainstorm in December, 2019
 - Vehicle was declared a total loss
 - Assigned to Fire Prevention Division
 - Pickup Two:
 - Replacing (3) Non-Funded Vehicles (NFAs) in an effort to eliminate NFAs
 - #3057: 2006 Chevrolet Pickup – 83,291 miles
 - #3281: 2003 Ford Crown Victoria – 92,545 miles
 - #2962: 2000 Chevy S-10 SUV – 80,308 miles



Three-Quarter Ton Pickup

- This vehicle is a new request that will support an initiative to activate a Southside Field Resource Medic (FRM) Unit
- The FRM is a paramedic support vehicle that responds to major EMS incidents and also assists with administrative functions
- The second FRM will come from current staff and will not be considered until after the current Fire Academy has been completed



Bidding

- Vehicle specifications were developed and sent to multiple vendors through the City's Fleet Department
- Three (3) vendors returned bids:
 - Caldwell Country Chevrolet (Caldwell, TX)
 - Grapevine Chrysler-Jeep-Dodge (Grapevine, TX)
 - Randall Reed's Prestige Ford (Garland, TX)
- Caldwell Country Chevrolet was the only vendor to meet all of the minimum specifications for both types of vehicles.



Costs and Funding

- Half-Ton Pickup Truck
 - Unit Price: \$32,800.00
 - Total Price: \$65,600.00
- Three-Quarter Ton Pickup Truck
 - Unit Price: \$38,650.00
- Total Costs for this Purchase: \$104,250.00
- Funding will come from the AFD Fire Apparatus Replacement Fund



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/25/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Single-Family Rehabilitation/Reconstruction Program Project located at 2109 Clinton Street with C.E. Vann Construction and Budgeted with HOME Program Funds (Zack Rainbow)

GENERAL INFORMATION

The Office of Neighborhood Services (ONS) is seeking Council approval of a Resolution in support of a HOME-funded Single-Family Rehabilitation/Reconstruction Program project located at 2109 Clinton Street. The Single-Family Rehabilitation/Reconstruction Program is an eligible program under the HOME program which requires that the home being improved meet local building codes. The Single-Family Rehabilitation/Reconstruction Program is discussed in both the FY 2015-2019 Consolidated Plan and the FY 2019/2020 Action Plan that strategically addresses the City's goals and objectives for housing and community development over the course of a five-year period. The Office of Neighborhood Services Advisory Council (ONSAC) was instrumental in the development of the goals, objectives and budget of the FY 2015-2019 Consolidated Plan and provided input into the FY 2019/2020 Action Plan.

SPECIAL CONSIDERATIONS

Of particular importance to the health of the City have been programs that address the condition of the housing stock. There is an extensive need for rehabilitation programs in Abilene targeting the improvement of the City's oldest housing stock. The Office of Neighborhood Services has successfully funded housing rehabilitation activities throughout the City of Abilene. The Single-Family Rehabilitation/Reconstruction Program provides assistance to owner-occupied, single-

family housing to facilitate needed repairs which have not been affected by current or previous owners. HOME funds continue to be used to help meet the demand for decent, safe and affordable housing, homelessness, and other special needs.

FUNDING/FISCAL IMPACT

There will be no local budgetary impacts. The project cost of \$135,400 is to be funded using FY 2019/2020 HOME Entitlement of \$426,372.

STAFF RECOMMENDATION

Staff recommends approval of the attached Resolution approving the Single-Family Rehabilitation/ Reconstruction Program Project located at 2109 Clinton Street with C.E. Vann Construction.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2109 Clinton Resolution SFR-Recon Project
2. AGREEMENT - 2109 CLINTON STREET
3. 2109 Clinton Council. PP

RESOLUTION NO. 115-2020

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

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

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

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

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

WHEREAS, the City received bids on May 20, 2020 for the Single-Family Rehabilitation/Reconstruction Project located at 2109 Clinton Street with the lowest bid being received from C.E. Vann Construction in the amount of \$135,400.

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

Part 1. That the FY 2019/2020 Single-Family Rehabilitation/Reconstruction Program project at 2109 Clinton Street funded by the HOME Program in the amount of \$135,400.00 is hereby approved.

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

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

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

ADOPTED this 25th day June 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

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

This agreement is between the City of Abilene ("City"), and applicant for the Single-Family Rehabilitation/Reconstruction Program, Regina Salinas (hereinafter "Homeowner" whether one or more persons), and Calvin Vann dba C.E. Vann Construction of Abilene, LLC ("Contractor"). This Agreement applies only to the dwelling unit located 2109 Clinton Street, Abilene, Texas ("Property").

I. Purpose

The Homeowner desires the Office of Neighborhood Services to bid out the demolition and reconstruction of the real property located at 2109 Clinton Street, Abilene, Texas. The work to be done includes general Rehabilitation/Reconstruction and/or lead abatement if, applicable. The Contractor has agreed to perform the improvements and/or repairs according to the project specifications.

II. Term

In consideration of the assistance described herein, Homeowner agrees to comply with each of the responsibility detailed below. The duration of this Agreement is twenty (20) years from the date of completion of Rehabilitation/Reconstruction work and runs concurrently with the affordability period and deed of trust.

III. The Contract Documents

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

IV. References to Parties

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

V. Use of HOME Program Funding

- A. The HOME Program funding provided by the City is in the amount of \$135,400.
- B. At the time Homeowner is approved for HOME Program assistance, Homeowner shall have an ownership interest in and occupy the Property to be reconstructed as the Homeowner's principal residence. Homeowner agrees to continue to occupy the Property as his/her principal residence for twenty (20) year period from the date of this agreement, the period of affordability.
- C. The balance due on the forgiven, deferred loan will decrease 1/240 monthly for twenty (20) year period beginning _____ and ending _____. This is the period of affordability.
- D. Homeowner shall qualify as a low-income household with a gross household income that does not exceed 80% of the area median income as established by the U.S. Department of Housing and Urban Development for the Abilene area, adjusted for household size, and as update annually.
- E. The HOME Program assistance provided by the City shall be secured by a promissory note and recorded subordinate deed of trust (no lower than second position).
- F. If, during the affordability period, the Homeowner sells or transfers title to the Property, rents or leases the Property, refinances the Property with cash-out, or if Homeowner no longer lives in the Property as his/her principal residence, all of part of the deferred payment loan will be due in an amount that shall be reduced pro-rata based upon the time (in full month) that the Homeowner has utilized the Property as his/her principal residence. However, in the event Homeowner sells the Property, if the net proceeds from the sale are less than the amount of HOME assistance due, the amount due shall be reduced in accordance with 24 CFR 92.254(a)(5)(ii)(A)(2). The amortized Rehabilitation/Reconstruction loans shall be due in full.
- G. An exception to the loans becoming due as stated in paragraph F, above, may be made in the event the person having interest in the property is able to qualify under the requirements of the HOME Program and enters into an agreement with the City.
- H. Housing reconstruction work will provide construction necessary to bring the Property into compliance with the City of Abilene's applicable building codes; the City's housing Rehabilitation/Reconstruction program standards; and applicable lead-based paint regulations (24 CFR 92.251 & 92.355). Reconstruction work to be performed will be completed in accordance with the written work specification for the Property and fully executed. All codes, standards, and regulations noted are incorporated by reference.

- I. The HOME statute and the HOME regulation at 24 CFR 92.250(a) limit the amount of HOME funds that a Participation Jurisdiction (PJ) may invest in a HOME-assisted unit. The maximum rehab for the single-family house located at 2109 Clinton Street, Abilene, TX is classified as modest housing and according to 24 CFR 92.250 HOME assistance in the amount of \$135,400.00 does not exceed the per unit maximum subsidy limit of \$238,000.

Estimated Start Date: _____ Estimated Completion _____.

VI. Duties of Homeowner

- A. Neither Homeowner, nor any household member of Homeowner, may engage in drug-related criminal activity, violent criminal activity, or felonious criminal activity. Any violation of this program is ground for default of the Agreement and will result in the repayment of the entire loan.
- B. Homeowner has a right of rescission period that is described in the Notice of Right of Rescission, which is attached and incorporated for all purpose as part of this agreement.
- C. Homeowner shall vacate the property of all belongings and personal effects as soon as possible, but before the expiration of 30-days from the date of execution of this agreement.
- D. The duties for the Homeowner shall include, but are not limited to: review Specifications and execute this Agreement with Contractor, and associated documents; and accommodate schedules of Contractor and City to facilitate timely completion of Rehabilitation/Reconstruction work, inspection and contractor reimbursement.
- E. Homeowner agrees to cooperate with the Contractor in making available utility services such as electricity, water and gas, as may be reasonably necessary for the performance of the work as specified in the Contract Documents.
- F. Homeowner must provide proof of Homeowner's Insurance Replacement Coverage and Flood Insurance Coverage (when applicable), for a period not less the twenty (20) years from work completion date, with amounts sufficient to cover all the debt secured by property and amount spent on the project.
- G. Upon the completion of the project, if contractor repairs are necessary, Homeowner is responsible for contacting the Contractor in accordance with the following procedures:
- H. Homeowner must contact the Contractor in writing, by certified mail return receipt requested, listing all repair problems.
- I. Homeowner must send a copy of the letter to the City of Abilene, Office of Neighborhood Services, (hereinafter ONS), P.O. Box 60, Abilene, Texas 79604 or bring it to the ONS office at 555 Walnut.

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

VII. Duties of Contractor

- A. The Contractor shall perform all work required by the Contract Documents for the commencement and completion of the following: The construction of certain repairs and/or improvement to the residence located at 2109 Clinton Street, ABILENE, TEXAS, TAYLOR, COUNTY, TEXAS 79603-3638; said improvements consisting of all "required items" listed on the Specifications and Contractor's Bid and Proposal, including all necessary and required work in connection therewith. Work is to be commenced and completed under the terms of the Agreement. The Contractor agrees to furnish, at his own cost and expense, all of the materials, supplies, machinery, equipment, tools, insurance, supervision, labor and other accessories and services which are necessary to complete the construction project in accordance with the conditions, plans, specifications, and prices stated in the respective Contract Documents referred to in the Agreement.
- B. Duties of the Contractor also include, but are not limited to: communicating with the Homeowner and the City regarding status of the work during the construction period: notifying the City in writing with justification delineating and supporting the need for any change order (including itemized cost information); completing any items identified on the final building inspection and ONS inspection; and adhering to warranties as specified under item VII. D (4) of the Contract.
- C. Contractor hereby agrees to complete this Project in a good and workmanlike manner, according to the Plans and Specifications agreed upon by the Parties, and according to all other Contract Documents mentioned in Article III of the Agreement. Contractor further agrees to employ only those reliable, workers and subcontractors who, to the best of his or her knowledge, are competent and skillful in the performance of the types of work required under this Contract. In compliance with 24 CFR 570.609, Contractor represents that at the time of execution hereof, Contractor and subcontractors (if any) are not listed on the HUD Disbarred Contractor's List or removed from the ONS Pre-Approved Contractors List. Contractor further agrees to discharge from the Project any workers, who are, in the Homeowner's opinion, incompetent, unreliable, or disorderly, when Homeowner Provides Contractor with written notice of same. Such workers so discharged shall not be re-employed on the Project without Homeowner's written consent.
- D. Warranties
- For good and valuable consideration Contractor provides the following warranties:
1. Contractor is skilled and experienced in the type of work described herein:

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


Contractor Initials

- E. Defects in workmanship or material shall include, but shall not be limited to, the following:
- 1) All or part of the work which is unsuitable or not in conformity with the requirements of any applicable Building, Plumbing, Electrical, or other such code;
 - 2) All or part of the work which does not conform to the Specification or the intent thereof;
 - 3) Any material or materials brought onto the work site whether or not actually used in the work, which are unsuitable or not in conformity with the requirements of any City building code; and
 - 4) Any material or materials brought on the work site, whether or not actually used in the work, which do not conform to, Specifications or the intent thereof.

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

F. Breach of Warranty: Remedies

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

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

G. Final Clean Up

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

H. Risk of Loss

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

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

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

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

K. Lead Based Paint Products

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

L. Permits and Codes

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

M. Contractor to Furnish Names and Addresses

As soon as practicable or before starting project, the Contractor shall furnish to ONS the names and addresses of suppliers of materials, subcontractors and employees who will furnish labor and/or materials in value of excess of five hundred (\$500.00) dollars for purposes of performance under this Agreement. Contractor's failure to submit name and addresses of those parties who furnish materials and/or labor in excess of five hundred (\$500.00) dollars may result in withholding payment to Contractor under this Agreement. Contractor must submit proof of payment affidavit and lien waiver form each person/entity so named before final payment will be made.

N. Licensing/Bonding

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

VIII. Insurance

A. General Requirements

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

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

B. Additional Requirements

The required liability insurance and their certificates must:

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

C. Types and Amounts of Insurance

The following insurance is required under this contract:

- | | | |
|----|--|---|
| 1. | Commercial (Public) Liability
Including, but not limited to:
Premises/Operations <ul style="list-style-type: none">• Independent Contractors• Products/Completed Operations• Contractual Liability
(Insuring above indemnity)
And where the exposures exist• Explosion Collapse and Underground | \$500,000 combined single
limit for bodily injury
and property damage
(per occurrence) |
| 2. | Business Automobile Liability
To include coverage for: <ul style="list-style-type: none">• Owned/Lease Auto• Non-owned Autos• Hired Cars | \$500,00 combined single
limit for bodily injury
and property damage
(per occurrence) |
| 3. | Professional Liability | \$500,00 combined single limit
(per occurrence) |
| 4. | See Addendum for Special
Coverages and/or revisions | |
| 5. | No insurance Required
Explosion Collapse and Underground | |

IX. Disbursement of Funds

- A. Funds will be disbursed on a reimbursement basis per payment schedule or percent completed of contracted amount, plus any change orders, less 10% retainage, according to the schedule found in Article X of this Agreement.
- B. During the course of work, partial or in-progress payments may be made. Upon a completion of an in progress Rehabilitation/Reconstruction, inspections by ONS and City building officials (if required), the Contractor may submit a Contractor Request for Payment, signed by the Homeowner and the ONS Inspector. Contractor must furnish fully executed and dated "Agreement to Indemnify, Certification of Payment, Release of Lien, Warranty" (hereinafter "Release of Lien") for the specified amount(s) paid to him/her AND from all subcontractors receiving such partial or in-progress payments. The ONS Inspector, Homeowner, and Contractor, will execute the Certification of Inspection.
- C. Upon completion of the Rehabilitation/Reconstruction work, retainage funds will be held for thirty (30) days. The Contractor will submit a final Contractor Request for Payment, signed by the Homeowner and the ONS Inspector in the amount of the 10% retainage. The ONS Inspector, Homeowner, and Contractor, will execute the final Certification of Inspection.

X. Contract Sum and Payment Schedule

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

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

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

TOTAL \$ 135,400

XI. Financing Arrangements---Security

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

XII. Liability Assumption of Risk and Indemnity

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

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

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

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

The City, contractor and Homeowner must provide the other promptly and timely notice of any covered event which in anyway affects or might affect any party. The City has the right to compromise and defend the same to the extent of its own interests.

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

XIII. Lien

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

- C. If any cost or liens against this property arise after Contactor has been paid, then Homeowner may recover from Contractor the amounts for which Contractor is liable.

XIV. Property Standards

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

XV. Duties of City of Abilene

- A. Roles and responsibilities of the City include, but are not limited to: ensuring payment to Contractor as set forth in the Rehabilitation/Reconstruction contract, communication with the Homeowner and Contractor regarding all administrative procedures that affect completion of reconstruction work; advising the Homeowner regarding City property standards, building code requirements, local property standards and housing Rehabilitation/Reconstruction standards which may affect the prioritization of work items; and documenting project files in compliance with all applicable HUD regulations.
- B. Roles and responsibilities of the City, the Homeowner, and the Contractor are more specifically outlined in the ONS Single-Family Rehabilitation/Reconstruction Program Guidelines, incorporated herein by reference.

XVI. Written Agreement Provisions

- A. **Modification**
Homeowner and Contractor expressly agree that no material changes or alterations in the description of work or price provided in the Agreement shall be made unless in writing and mutually agreed to by Contractor, Homeowner, and ONS.
- B. Change orders may be authorized for necessary work items that were initially overlooked which could not be determined until the course of the reconstruction work had already begun. Change orders must be approved in writing by Homeowner, City ONS manager and department director prior to the commencement of the proposed changed work, in order for such cost to be reimbursable.
- C. Change order risk shall be carried by Contractor.

- D. Homeowner or Contactor with concerns about the administration or operation of the Rehabilitation/Reconstruction Program should communicate these concerns to the Housing Counselor in writing. If concerns cannot be negotiated or resolved successfully between the parties, a party may request a decision from the Neighborhood Initiatives Manager. The program procedures may be found in the ONS Single-Family Rehabilitation/Reconstruction Program Guidelines.
- E. Homeowner agrees to abide by the HOME regulations as set forth in 24 CFR part 92, which is incorporated as part of this agreement by reference. A copy of the regulation can be accessed at: <http://www.hud.gov/offices/cpd/affordablehousing/lawsandregs/regs/finalrule.pdf>.
- F. Equal opportunities
Contractor and Homeowner agree to provide equal opportunity to all persons without discrimination as to race, color, religion, national origin, sex, marital status, age, and status with regard to public assistance or disability.
- G. Interpretation of Contract
In the event of any dispute, this Agreement shall be interpreted in accordance with Texas law.
- H. Boycott of Israel
In accordance with Chapter 2270, Texas Government Code, a Governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a government 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 the 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 the contract.

XVII. Completion and Liquidated Damages

- A. The commencement and completion dates are essential conditions of the Agreement. The work must begin as stated in the Notice to Proceed. The Contractor must proceed with the work at a rate of progress to ensure full completion within the contract time. The Contractor and the Homeowner expressly agree that the contract time for completing the work is a reasonable time as determined by the parties considering the average climatic and economic conditions and other factors prevailing in the locale. Because time is of the essence in this contract liquidated damages apply to its performance. For each working day that any work remains uncompleted

after the final completion time as stated in the Notice to Proceed, the City may deduct the amount stated below from money due to the Contractor.

1. If \$1.00 to \$25,000.00 is due to Contractor, the deduction amount will be \$10.00 per working day.
2. If \$25,001 or more is due to Contractor, the deduction amount will be \$15.00 per working day.
3. The sums of money deducted for failure to complete any portion of the work on time are not a penalty, but are reasonable liquidated damages, per working day, for defaulting on the contracted final completion date. The Homeowner and Contractor agree to fixed amounts because it is impractical and extremely difficult to ascertain actual damages that would be sustained. The Contractor or Contractor's surety must promptly pay any additional amounts if the amount the City withholds from money due the Contractor does not cover the amount of liquidated damages.
4. The City will not charge Contractor liquidated damages or any excess cost when Contractor has given prompt written notice to Homeowner and ONS prior to completion date, and ONS confirms the delay in completion of the work is due to:
5. Any preference, priority or allocation order issued by ONS; unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including acts of God, of the public enemy, of ONS or another contractor or the performance of a contract with ONS, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and abnormal and unforeseeable weather; or any delays of subcontractors caused by the same occurrences that are previously listed above.

Executed this _____ day of _____, 2020

Homeowner

Regina Salinas
Printed Name

This instrument was acknowledge before me on the _____ day of _____, 2020 by _____

Notary Public, State of Texas

Leticia Lozano
Print Name

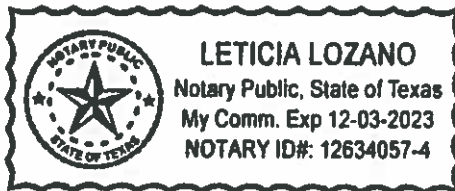
12-03-2023
Commission Expires

Calvin E. Vann
Contractor

#27-14322768
Federal Tax ID#

Owner
Title

This instrument was acknowledge before me on the 11th day of
June, 2020 by Calvin E. Vann



Leticia Lozano
Notary Public, State of Texas

Leticia Lozano
Print Name

12-03-2023
Commission Expires

CITY OF ABILENE

Robert Hanna, City Manager

ATTEST:

Shawna Atkinson, City Secretary

APPROVED:



Kelley Messer, First Assistant City Attorney

OFFICE OF NEIGHBORHOOD SERVICES

SINGLE-FAMILY REHABILITATION/RECONSTRUCTION PROJECT

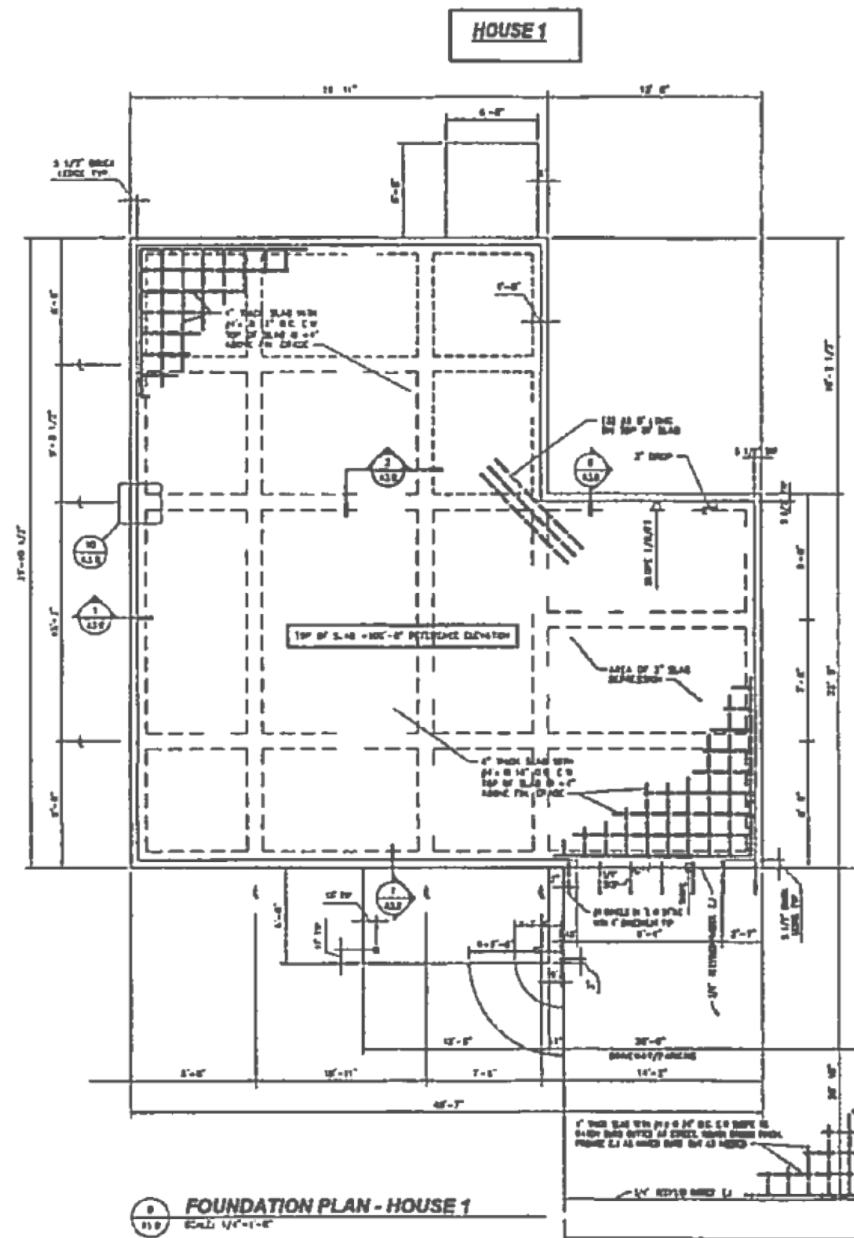
2109 Clinton Street

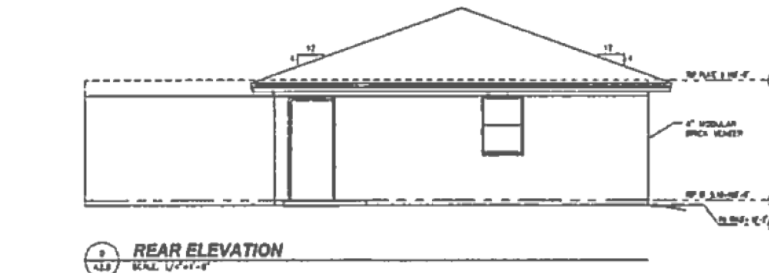
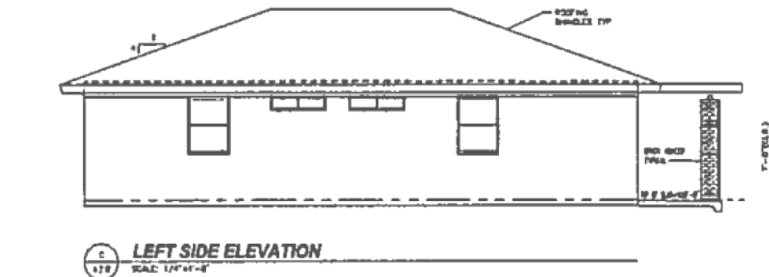
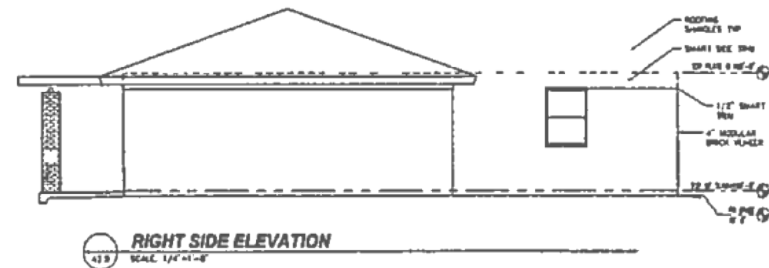
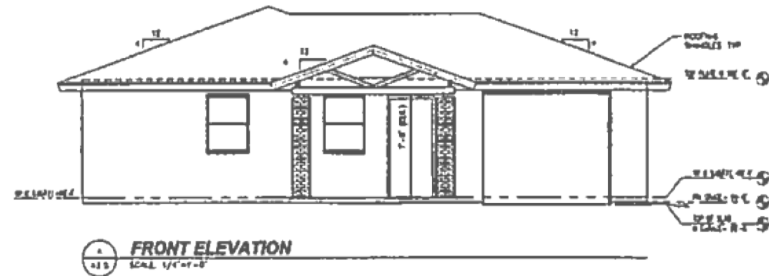


Agenda Item: Reconstruction Project #CB-2055

- The Agreement for this owner-occupied project involves the Demolition and Reconstruction of a substandard existing property. The project will provide the family a safe and secure home.
- Project Advertised May 3, 2020 & May 10, 2020. Bids were opened May 20, 2020.
- Three bids were received.
- Staff recommends award of contract to C.E. Vann Construction of Abilene, in the amount of \$135,400.





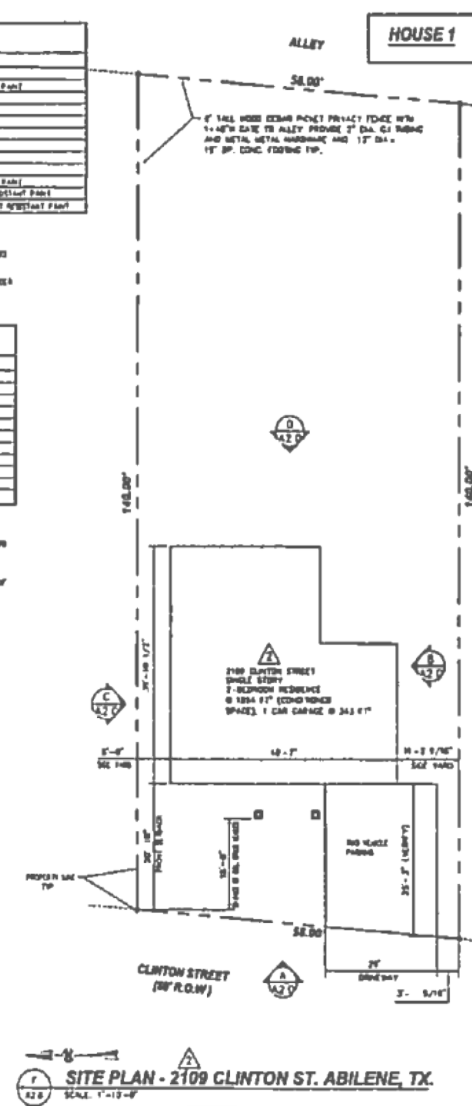
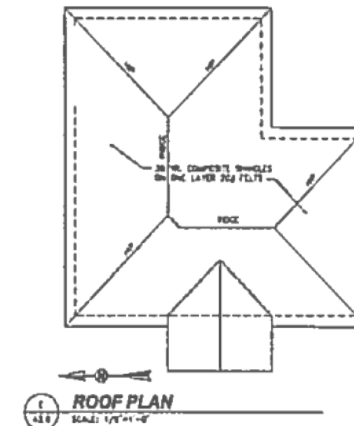


DOOR AND FRAME SCHEDULE					
NO	QTY	SIZE	FRAME	REMARKS	
1	1	3'0" x 7'0"	1" x 4" x 8" x 12" x 16" x 20" x 24" x 28" x 32" x 36" x 40" x 44" x 48" x 52" x 56" x 60" x 64" x 68" x 72" x 76" x 80" x 84" x 88" x 92" x 96" x 100" x 104" x 108" x 112" x 116" x 120" x 124" x 128" x 132" x 136" x 140" x 144" x 148" x 152" x 156" x 160" x 164" x 168" x 172" x 176" x 180" x 184" x 188" x 192" x 196" x 200" x 204" x 208" x 212" x 216" x 220" x 224" x 228" x 232" x 236" x 240" x 244" x 248" x 252" x 256" x 260" x 264" x 268" x 272" x 276" x 280" x 284" x 288" x 292" x 296" x 300" x 304" x 308" x 312" x 316" x 320" x 324" x 328" x 332" x 336" x 340" x 344" x 348" x 352" x 356" x 360" x 364" x 368" x 372" x 376" x 380" x 384" x 388" x 392" x 396" x 400" x 404" x 408" x 412" x 416" x 420" x 424" x 428" x 432" x 436" x 440" x 444" x 448" x 452" x 456" x 460" x 464" x 468" x 472" x 476" x 480" x 484" x 488" x 492" x 496" x 500" x 504" x 508" x 512" x 516" x 520" x 524" x 528" x 532" x 536" x 540" x 544" x 548" x 552" x 556" x 560" x 564" x 568" x 572" x 576" 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- DOOR AND FRAME SCHEDULE NOTES**
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 2. PROVIDE ALUMINUM BRACKETED 1 1/2\"/>

WINDOW SCHEDULE				
WINDOW			GLAZING	REMARKS
NO	QTY	SIZE	UNIT	
1	1	3'0" x 4'0"	INS. GLZ	DOUBLE GLAZED w/o WINDOW L&S
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- WINDOW SCHEDULE NOTES**
1. ALL EXTERIOR WINDOWS AND DOOR OPENINGS SHALL BE COMPLETELY FLASHED AND SEALED TO WEATHER. FILL ALL GAPS WITH SPROUT-FIRE FILLER INSULATION.
 2. CON FINISHES TO PROVIDE AND INSTALL VENEER.
 3. TINTED GLASS REQUIRED WHEN NEAREST NEIGHBOR CODE GLAZING IS OTHER THAN A 30% VLT OR OTHER VERTICAL GLAZING OF 40% VLT OR LESS (SEE 1).



REVISIONS			
NO	DATE	DESCRIPTION	BY
1	2/7/20	ISSUED FOR PERMITS	LEH
2	2/10/20	ISSUED FOR PERMITS	LEH

MEERS ENGINEERING INC.
 3001 N. 14TH STREET
 ABILENE, TEXAS 79601
 (817) 251-1100
 www.meerseng.com

SINGLE-FAMILY DWELLING
 FOR
CITY OF ABILENE
 ABILENE, TX

PROJECT NO. _____
 DATE: _____
 REVISION: _____
 DESIGNER: PFD
 DRAFTER: LEH

SITE PLAN, EXT. ELEV.,
FOUNDATION & ROOF PLAN

SHEET 2 OF 10

DRAWING NO. **A2.0**

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/25/2020

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding the bid to Starks Construction Company, Inc. for the FM 89 Utility Relocates Project (Rodney Taylor)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council award the bid to Starks Construction Company Inc. (Starks) of Abilene, Texas in the amount of \$1,077,922.00 for CB-2062 FM 89 Utility Relocates Project (Project). Bids were advertised in the Abilene Reporter News on May 24th and 31st, 2020. Bids were opened on Tuesday June 9th, 2020. A total of 3 bids were received. The Project Engineer has evaluated the bids using the best value criteria and does recommend awarding the bid to Starks. The Project Engineer and City Staff have determined that the bid by Starks is the best value bid.

The bid packet includes a base bid and an Alternate Bid 1. The alternate bid is for the use of alternate materials and/or sizes for two of the base bid line items which provide a cost savings to the City. The Project Engineer and City Staff recommend awarding the base bid and the Alternate 1 bid for a total cost of \$1,077,922.00 which is a cost savings of \$10,380 over the Base Bid.

SPECIAL CONSIDERATIONS

The Texas Department of Transportation is planning for the major renovation of FM 89 (Buffalo Gap Road) beginning near the Winters Freeway and continuing south to near Mabray Lane. Existing water and sewer infrastructure is obstructing certain of those construction plans within the TxDOT Right of Way. This project is for the relocation of water and sewer utilities to

eliminate obstructions at various locations along and in the vicinity of FM 89. The City is responsible for the cost of relocating its facilities existing within the TxDOT ROW.

FUNDING/FISCAL IMPACT

Funds for this project will come from Fund 575 dedicated to Water Utilities Capital Improvements.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council award the bid to Starks Construction Company, Inc. in the amount of \$1,077,922.00 for the FM 89 Utility Relocates Project.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Award Bid-Starks-FM 89 Utility Relocates-6-25-2020
2. Letter of Recommendation-FM89 Utility Relocates-6-25-2020
3. Contract-Fm 89 Utility Relocates-Starks-6-25-2020
4. Presentation-Award Bid-Starks-FM 89 Utility Relocates-6-25-2020

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AWARDING THE BID TO STARKS CONSTRUCTION COMPANY INC. FOR THE FM
89 UTILITY RELOCATES PROJECT.**

WHEREAS, the City of Abilene (City) owns and operates a Public Water Supply System and a Wastewater Collection System; and

WHEREAS, the Texas Department of Transportation is planning for the construction of roadway and drainage improvements along FM 89 (Buffalo Gap Road) from near the Winters Freeway south to Mabray Lane in south Abilene; and

WHEREAS, Engineers have identified various sections of existing water and sewer piping that is obstructing the planned roadway and drainage improvements; and

WHEREAS, Jacob and Martin, LLC (JM) was hired to provide plans and contract documents, bidding assistance, general project supervision, and contract administration for the relocation of those obstructions; and

WHEREAS, Starks Construction Company Inc. (Starks) submitted the lowest priced qualifying bid in the amount of \$1,077,922.00 for the FM 89 Utility Relocates Project, and JM has evaluated the bids for best value criteria and for conformity with the advertisement for bids and does recommend awarding the bid to Starks; and

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

That the City Manager is authorized to execute a construction contract with Starks Construction Company Inc. for the FM 89 Utility Relocates Project in the amount of \$1,077,922.00.

ADOPTED this 25th day of June, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney



INTEGRITY
EXCELLENCE
TRUST

June 10, 2020

Mr. Rodney Taylor
Director of Water Utilities
City of Abilene
P.O. Box 60
Abilene, Texas 79604

Re: FM 89 Utility Relocates
Letter of Recommendation for Award

Sent: Via Email

Dear Mr. Taylor:

On June 9, 2020 the City of Abilene received bids for the FM 89 Utility Relocation Project. Three bids were received for this project that included a Base Bid and Alternate Bid 1. Alternate Bid 1, if selected, replaces Base Bid Item 3 and Base Bid Item 7. A bid tabulation sheet summarizing the bids is included as an attachment to this letter. The three bids have been evaluated based on the "Best Value" criteria included in the Contract Documents. Based on our evaluation of the bids it is our conclusion that the "Best Value" competitive bid is from Starks Construction Co., Inc. for the Base Bid with Alternate Bid 1 for an amount of \$1,077,922.00.

Jacob and Martin has evaluated the Starks Construction bid for conformity with the Contract Documents and checked their references. It is recommended that the contract be awarded to Starks Construction for the Base Bid with Alternate Bid 1 for an amount of \$1,077,922.00. If the Water Department and City Council agrees with the recommendation for award, Jacob and Martin will prepare contract documents for execution by the Contractor and the City. Feel free to contact me if you have any questions.

Sincerely,

Cory Higgins, P.E.

JACOB | MARTIN



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford

Bid Tabulation

Engineer: Jacob & Martin, LLC
 Abilene, Texas

				Starks Construction Company, Inc.		Lupe Rubio Construction Co., Inc.		Bo Simon, Inc.	
				7449 Lantana Avenue		981 Dilley Street		1221 O 1/2 Rd	
				Abilene, Texas 79606		Kingsland, Texas 78639		Loma, CO 81524	
For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:									
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization, Bonds, and Insurance	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 51,750.00	\$ 51,750.00	\$ 100,000.00	\$ 100,000.00
2	30" DR18 C900 PVC WL	710	LF	\$ 290.00	\$ 205,900.00	\$ 257.17	\$ 182,590.70	\$ 223.00	\$ 158,330.00
3	20" DR18 C900 CERTALOK PVC WL	190	LF	\$ 247.00	\$ 46,930.00	\$ 250.05	\$ 47,509.50	\$ 340.00	\$ 64,600.00
4	8" DR18 C900 PVC WL	120	LF	\$ 70.00	\$ 8,400.00	\$ 89.22	\$ 10,706.40	\$ 56.00	\$ 6,720.00
5	6" DR18 C900 PVC WL	280	LF	\$ 60.00	\$ 16,800.00	\$ 87.14	\$ 24,399.20	\$ 109.00	\$ 30,520.00
6	42" Bore and Steel Encasement	160	LF	\$ 800.00	\$ 128,000.00	\$ 1,155.25	\$ 184,840.00	\$ 1,102.00	\$ 176,320.00
7	36" Bore and Steel Encasement	105	LF	\$ 600.00	\$ 63,000.00	\$ 945.56	\$ 99,283.80	\$ 1,101.00	\$ 115,605.00
8	Removal and Disposal of Existing AC Water Line	390	LF	\$ 30.00	\$ 11,700.00	\$ 46.00	\$ 17,940.00	\$ 68.00	\$ 26,520.00
9	20" Water Line Connection	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 12,701.18	\$ 25,402.36	\$ 3,400.00	\$ 6,800.00
10	18" Water Line Connection	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 10,350.00	\$ 20,700.00	\$ 2,400.00	\$ 4,800.00
11	8" Water Line Connection	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 4,928.90	\$ 9,857.80	\$ 2,050.00	\$ 4,100.00
12	6" Water Line Connection	6	EA	\$ 2,000.00	\$ 12,000.00	\$ 4,590.90	\$ 27,545.40	\$ 2,183.00	\$ 13,098.00
13	2" Water Line Connection	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 2,933.65	\$ 2,933.65	\$ 2,050.00	\$ 2,050.00
14	20" TS and 18" TV	1	EA	\$ 25,000.00	\$ 25,000.00	\$ 21,697.71	\$ 21,697.71	\$ 40,000.00	\$ 40,000.00
15	18" TS and 18" TV	1	EA	\$ 23,500.00	\$ 23,500.00	\$ 17,672.71	\$ 17,672.71	\$ 40,000.00	\$ 40,000.00
16	30" GV	4	EA	\$ 45,000.00	\$ 180,000.00	\$ 44,804.56	\$ 179,218.24	\$ 40,350.00	\$ 161,400.00
17	6" GV	3	EA	\$ 1,000.00	\$ 3,000.00	\$ 1,681.57	\$ 5,044.71	\$ 1,633.00	\$ 4,899.00
18	2" GV	1	EA	\$ 500.00	\$ 500.00	\$ 1,095.87	\$ 1,095.87	\$ 850.00	\$ 850.00
19	6" FH	2	EA	\$ 3,800.00	\$ 7,600.00	\$ 4,942.48	\$ 9,884.96	\$ 10,600.00	\$ 21,200.00
20	Cut and Cap Existing 18" Water Line	2	EA	\$ 6,500.00	\$ 13,000.00	\$ 2,300.00	\$ 4,600.00	\$ 6,500.00	\$ 13,000.00
21	8" SDR35 PVC Sewer Line	430	LF	\$ 65.00	\$ 27,950.00	\$ 127.11	\$ 54,657.30	\$ 198.00	\$ 85,140.00
22	6" SDR35 PVC Sewer Line	310	LF	\$ 60.00	\$ 18,600.00	\$ 112.78	\$ 34,961.80	\$ 73.00	\$ 22,630.00
23	Trench Safety	1,640	LF	\$ 5.00	\$ 8,200.00	\$ 4.60	\$ 7,544.00	\$ 13.00	\$ 21,320.00
24	Fiberglass Manhole	6	EA	\$ 6,500.00	\$ 39,000.00	\$ 8,450.82	\$ 50,704.92	\$ 5,333.00	\$ 31,998.00
25	Remove Existing Manhole	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 1,150.00	\$ 1,150.00	\$ 2,870.00	\$ 2,870.00
26	Connection to Existing Manhole	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 3,766.25	\$ 3,766.25	\$ 2,300.00	\$ 2,300.00
27	Pavement Repair	510	SY	\$ 55.00	\$ 28,050.00	\$ 46.00	\$ 23,460.00	\$ 320.00	\$ 163,200.00
28	Metal Detectable Tape	1,680	LF	\$ 0.40	\$ 672.00	\$ 0.52	\$ 873.60	\$ 1.00	\$ 1,680.00
29	Traffic Control Plan	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 40,250.00	\$ 40,250.00	\$ 100,000.00	\$ 100,000.00
30	Allowance for work directed and in writing by the City for legitimate Project related issues for a lump sum amount	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
TOTAL BASE BID (Items 1 - 30)					\$ 1,088,302.00		\$ 1,262,040.88		\$ 1,521,950.00

ALTERNATE BID 1

Bid Item	Description	Est. Qty.	Unit	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
A1	20" DR18 C900 Fusible PVC WL (replaces BB Item 3)	190	LF	\$ 220.00	\$ 41,800.00	\$ 191.73	\$ 36,428.70	\$ 340.00	\$ 64,600.00
A2	30" Bore and Steel Encasement (replaces BB Item 7)	105	LF	\$ 550.00	\$ 57,750.00	\$ 928.67	\$ 97,510.35	\$ 1,101.00	\$ 115,605.00
TOTAL ALTERNATE BID 1 (ITEMS A1-A2)					\$ 99,550.00		\$ 133,939.05		\$ 180,205.00
TOTAL BASE BID - ITEM 3 - ITEM 7 + ALTERNATE BID 1					\$ 1,077,922.00		\$ 1,249,186.63		\$ 1,521,950.00

(*) - Extension Error

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the ____ day of _____, 20____, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Starks Construction Company, Inc. of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

1. Work and Consideration. The Contractor hereby agrees to commence and complete the construction of Work required in the Contract Documents – incorporated herein by reference – FM 89 UTILITY RELOCATES

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

In consideration of this Work, the City will pay the Contractor the sum of \$1,077,922.00.

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

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

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

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

6. Indemnity.

A. Definitions

For the purpose of this section the following definitions apply:

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

Updated February 2020

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

Updated February 2020

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:

Starks Construction Company, Inc.

Bill Starks

Signature

Bill Starks

Name – Typed or Printed

President

Title – Typed or Printed

Business Address:

7449 Lantana Ave, Abilene, TX 79606

Business Phone No.

325-673-7762

Federal Tax I.D. # 75-2143891

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

Updated February 2020

Award Bid to Starks Construction Company Inc. for
the
FM 89 Utility Relocates Project.



- Award bid to Starks Construction Company Inc.
- Bid value of \$1,077,922.00.
- Project is for relocating various sections of existing water and sewer piping to eliminate obstructions to TxDOT roadway and drainage improvements.
- Project is along and in the vicinity of FM 89 (Buffalo Gap Road) from Winters Freeway south to near Mabray Lane.



FM 89 Utility Relocates



Award Bid to Starks Construction Company Inc. for the
FM 89 Utility Relocates Project.

Questions
?





**City Council
Agenda Memo**

City Council Meeting Date: 6/25/2020

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Public Hearing and Take Action to approve CityLink's new Public Transportation Agency Safety Plan (*Don Green*)

GENERAL INFORMATION

The Federal Transit Administration (FTA) now requires grant-funded public transit systems to create and follow a safety plan. CityLink has created such a plan, within FTA's guidelines, that meets the environment, staffing and training that CityLink operates in daily.

The plan promotes and builds on CityLink's safety-conscious culture, and procedures to mitigate and address unsafe actions and conditions to more safely provide transit services to the citizens of Abilene.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CityLink Safety Plan Resolution 6-25-20
2. CityLink Safety Plan
3. CityLink Safety Plan Presentation (6-25-20)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING CITYLINK'S NEW PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

WHEREAS, the City of Abilene (City) contracts for the operation of CityLink as the City's public transit service; and

WHEREAS, the City receives grant funding through Federal Transportation Administration (FTA), as authorized by the Congress of the United States of America and Texas Department of Transportation (TXDOT) operating costs; and

WHEREAS, the City also supports CityLink's operating costs through a General Fund subsidy; and

WHEREAS, FTA requires its grant-funded transit systems to create and adopt a formal Public Transportation Agency Safety Plan; and

WHEREAS, CityLink has created a plan within FTA's guidelines that further enhances the system's existing safety culture; and

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

- Part 1. That CityLink's Public Transportation Agency Safety Plan is approved and adopted for implementation.
- Part 2. That this resolution is effective immediately.

ADOPTED this 25th day of June, 2020

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

CityLink Transit

Public Transportation Agency Safety Plan

Version 1

Adopted DATE HERE

In compliance with 49 CFR Part 673

**Developed in conjunction with the
Texas Department of Transportation**

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1. EXECUTIVE SUMMARY

Moving Ahead for Progress in the 21st Century (MAP-21) granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. MAP-21 expanded the regulatory authority of FTA to oversee safety, providing an opportunity to assist transit agencies in moving towards a more holistic, performance-based approach to Safety Management Systems (SMS). This authority was continued through the Fixing America's Surface Transportation Act (FAST Act).

In compliance with MAP-21 and the FAST Act, FTA promulgated a Public Transportation Safety Program on August 11, 2016 that adopted SMS as the foundation for developing and implementing a Safety Program. FTA is committed to developing, implementing, and consistently improving strategies and processes to ensure that transit achieves the highest practicable level of safety. SMS helps organizations improve upon their safety performance by supporting the institutionalization of beliefs, practices, and procedures for identifying, mitigating, and monitoring safety risks.

There are several components of the national safety program, including the National Public Transportation Safety Plan (NSP), that FTA published to provide guidance on managing safety risks and safety hazards. The Transit Asset Management Plan is one component, which was developed and implemented across the industry in 2018. The subject of this document is the Public Transportation Agency Safety Plan (PTASP) rule, 49 CFR Part 673, and guidance provided by FTA.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. At CityLink Transit, all levels of management, administration and operations are responsible for the safety of their clientele and themselves. To improve public transportation safety to the highest practicable level in the State of Texas and comply with FTA requirements, the Texas Department of Transportation (TxDOT) has developed this Agency Safety Plan (ASP) in collaboration with the City of Abilene and CityLink Transit (CityLink).

To ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the NSP, the Abilene City Council and CityLink adopt this ASP and the tenets of SMS including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP), per 49 U.S.C. 5329(d)(1)(A)¹. While safety has always been a primary function at CityLink, this document lays out a process to fully implement an SMS over the next several years that complies with the PTASP final rule.

¹ Federal Register, Vol. 81, No. 24

A. Plan Adoption – 673.11(a)(1)

This Public Transit Agency Safety Plan is hereby adopted, certified as compliant, and signed by:

Bobby Sharpe, CityLink General Manager

ACCOUNTABLE EXECUTIVE SIGNATURE

DATE

Since CityLink is considered a department of the City of Abilene, the main governing body is the Abilene City Council. Approval of this plan by the Abilene City Council occurred on [DATE] and is documented in [RESOLUTION] from the City Council Meeting.

B. Certification of Compliance – 673.13(a)(b)

TxDOT certifies on [DATE] that this Agency Safety Plan is in full compliance with 49 CFR Part 673 and has been adopted and will be implemented by CityLink as evidenced by the plan adoption signature and necessary City Council approvals under Section 1.A of this plan.

2. TRANSIT AGENCY INFORMATION – 673.23(D)

CityLink Transit is the public transportation provider for the City of Abilene, Texas and is the largest transit provider in the region. The CityLink main office/transfer center is located in the central section of the city at 1189 S. 2nd Street.

CityLink currently operates scheduled weekday fixed routes and Saturday routes which are the core service of the system (Schedule-Appendix C). During 2019, CityLink implemented a demand response on-call zone that provides curb-to-curb service operating weekdays during the normal fixed route operating hours. Door-to-door ADA Paratransit service is provided during the same operating hours as the fixed route service. ADA service is provided within the typical $\frac{3}{4}$ mile boundary of fixed route but also extends to the city limits of Abilene for an additional fare. Currently, CityLink has two purchased transportation contracts with two local agencies that provide ADA paratransit service in addition to our directly operated service. CityLink also operates a curb-to-curb demand-response Evening Service that runs Monday through Saturday (Schedule-Appendix C).

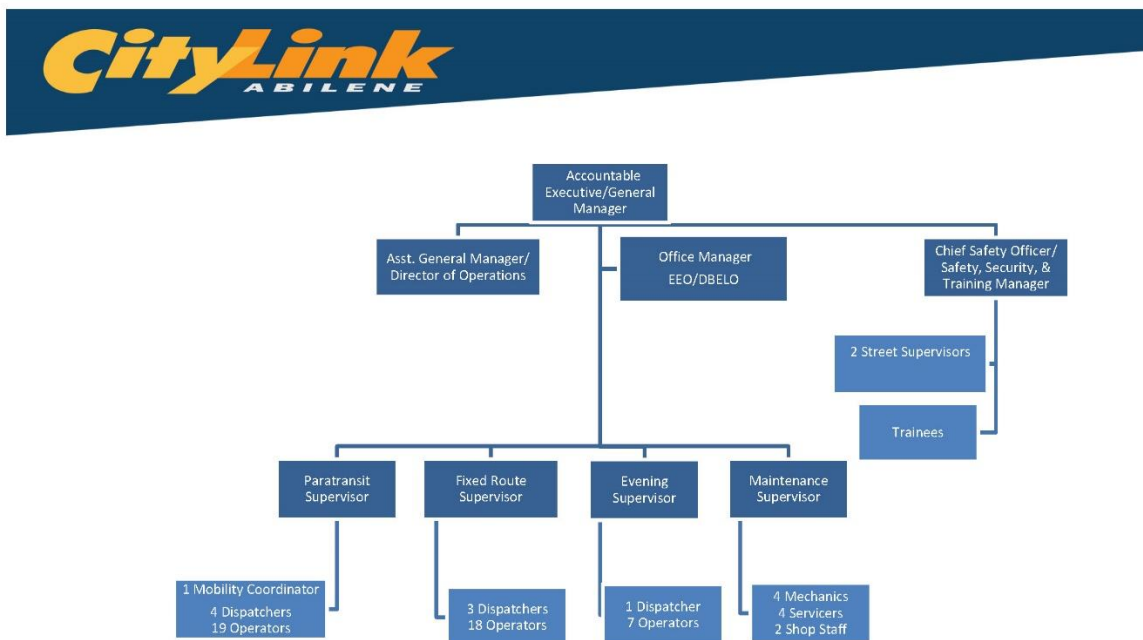
The City of Abilene, serving as the designated recipient of federal funds, has contractual oversight of CityLink Transit through its Department of Transportation Services, which is managed through a third-party contract by First Transit and operated under a subsidiary Transit Management of Abilene. The agency is managed by the General Manager and the management team consisting of the Assistant General Manager, Office Manager, Maintenance Director, Paratransit Supervisor, Fixed Route Supervisor, Evening Service Supervisor, and Chief Safety Officer (CSO)/Safety, Security and Training Manager.

No additional transit service is provided by CityLink on behalf of another transit agency or entity at the time of the development of this plan. Table 1 contains agency information, while an organizational chart for CityLink is provided in Figure 1.

TABLE 1: AGENCY INFORMATION

Information Type	Information
Full Transit Agency Name	CityLink Transit
Transit Agency Address	1189 S 2nd St, Abilene, TX 79602
Name and Title of Accountable Executive 673.23(d)(1)	Bobby Sharpe, General Manager
Name of Chief Safety Officer or SMS Executive 673.23(d)(2)	Rodney Potts, Safety, Security & Training Manager
Mode(s) of Service Covered by This Plan 673.11(b)	Fixed Route Bus and Demand Response
List All FTA Funding Types (e.g., 5307, 5310, 5311)	5304, 5307, 5339a
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Fixed Route Bus, Demand Response and Paratransit both directly operated and contracted
Number of Vehicles Operated	30

FIGURE 1: CITYLINK ORGANIZATION CHART



A. Authorities & Responsibilities – 673.23(d)

As stated in 49 CFR Part 673.23(d), CityLink is establishing the necessary authority, accountabilities, and responsibilities for the management of safety amongst the key individuals within the organization, as those individuals relate to the development and management of our SMS. In general, the following defines the authority and responsibilities associated with our organization.

The **Accountable Executive** has ultimate responsibility for carrying out the SMS of our public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the ASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan, in accordance with 49 U.S.C. 5326. The Accountable Executive has authority and responsibility to address substandard performance in the CityLink SMS, per 673.23(d)(1).

Agency leadership and executive management include members of our agency leadership or executive management, other than the Accountable Executive and Chief Safety Officer (CSO)/SMS Executive, who have authority or responsibility for day-to-day implementation and operation of our agency's SMS.

The **CSO** is an adequately trained individual who has the authority and responsibility as designated by the Accountable Executive for the day-to-day implementation and operation of the CityLink SMS. As such, the CSO is able to report directly to our transit agency's Accountable Executive.

Key staff are staff, groups of staff, or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating our agency's SMS.

Front line employees perform the daily tasks and activities where hazards can be readily identified so the identified hazards can be addressed before the hazards become adverse events. These employees are critical to SMS success through each employee's respective role in reporting safety hazards, which is where an effective SMS and a positive safety culture begins.

Further detail on this authority and these responsibilities are described at length in *CityLink Employee Handbook* (Appendix A, Table 8 shows the document, file name, and date of adoption). In addition, over the next year, CityLink will be reviewing and modifying, if necessary, our current job descriptions to ensure the job descriptions comply with 49 CFR Part 673.

3. SAFETY POLICIES AND PROCEDURES

A. Policy Statement – 673.23(a)

CityLink recognizes that the management of safety is a core value of our business. The management team at CityLink will embrace the SMS and is committed to developing, implementing, maintaining, and constantly improving processes to ensure the safety of our employees, customers, and the general public. All levels of management and employees are committed to safety and understand that safety is the primary responsibility of all employees.

CityLink is committed to:

- Communicating the purpose and benefits of the SMS to all staff, managers, supervisors, and employees. This communication will specifically define the duties and responsibilities of each employee throughout the organization and all employees will receive appropriate information and SMS training.
- Providing appropriate management involvement and the necessary resources to establish an effective reporting system that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the employee reporting system. After thoroughly analyzing provided data, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.
- Ensuring that no action will be taken against employees who disclose safety concerns through the reporting system, unless disclosure indicates an illegal act, gross negligence, or deliberate or willful disregard of regulations or procedures.
- Establishing Safety Performance Targets (SPT) that are realistic, measurable, and data driven.
- Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

I. Employee Safety Reporting Program – 673.23(b)

An effective SMS uses information from a variety of sources. Frontline employees are a significant source of safety data. These employees are typically the first to spot unsafe conditions that arise from unplanned conditions either on the vehicles, in the maintenance shop, or in the field during operations. For this reason, the Employee Safety Reporting Program (ESRP) is a major tenet of the PTASP Rule. Under this rule, agencies must establish and implement a process that allows employees to report safety conditions directly to senior management; provides protections for employees who report safety conditions to senior management; and includes a description of employee behaviors that may result in disciplinary action.

CityLink has a policy in place called the *CityLink Complaint Procedures* (Appendix A, Table 8 shows the document name, file name, and date of adoption), which is applicable to all complainants whether internal or external to the agency. The procedure requires that when complaints are submitted, the complaints are first routed to the appropriate supervisor who will do an initial investigation. The appropriate supervisor will give the results of the investigation to the CSO, the Assistant General Manager, and the General Manager. If the complaint relates to an accident, then the CSO is immediately notified who will conduct the investigation. Over the next year, CityLink will review and modify, if necessary, our *CityLink Complaint Procedures* to develop the procedure into a full ESRP to ensure that the procedure complies with 49 CFR Part 673.

As contained in CityLink's *Employee Handbook* (Appendix A), CityLink has an Open-Door Policy that allows for both anonymous and identified communication of complaint, question, or suggestion for improvement. This process requires the employee to first approach their respective immediate supervisor. If the matter cannot be resolved with the immediate supervisor, the employee has the option to speak to the Human Resources Officer or the General Manager. CityLink employees are protected from retaliation for using the Open-Door Policy in good faith and CityLink maintains the confidentiality of the employee making the complaint.

In general, the CityLink ESRP will ensure that all employees are encouraged to report safety conditions directly to senior management or their direct supervisor for elevation to senior management. The policy will include any contract employees. The policy will also spell out what protections are afforded employees who report safety related conditions and will describe employee behaviors that are not covered by those protections. The policy will also elaborate on how safety conditions that are reported will be reported back to the initiator(s) – either to the individual or groups of individuals or organization, dependent on the nature of the safety condition.

To bolster the information received from frontline employees, CityLink will also review our current policy for how our agency receives information and safety related data from employees and customers. If necessary, we will develop additional means for receiving, investigating and reporting the results from investigations back to the initiator(s) – either to the person, groups of persons, or distributed agency-wide to ensure that future reporting is encouraged.

II. Communicating the Policy Throughout the Agency – 673.23(c)

CityLink is committed to ensuring the safety of our clientele, personnel and operations. Part of that commitment is developing an SMS and agency-wide safety culture that reduces agency risk to the lowest level possible. The first step in developing a full SMS and agency-wide safety culture is communicating our SMP throughout our agency.

The SMP and safety objectives are at the forefront of all communications. This communication strategy will include posting the policy in prominent work locations for existing employees and adding the policy statement to the on-boarding material for all new employees. In addition, the policy statement will

become part of our agency's regular safety meetings and other safety communications efforts. The policy will be signed by the Accountable Executive so that all employees know that the policy is supported by management.

B. PTASP Development and Coordination with TxDOT – 673.11(d)

This PTASP has been developed by TxDOT on behalf of the City of Abilene and CityLink Transit in accordance with all requirements stated in 49 CFR Part 673 applicable to a small public transportation provider. TxDOT mailed a formal call for participation in a State sponsored PTASP development process to all Texas Section 5307 small bus transit agencies on January 15, 2019 and followed that call with a series of phone calls and additional correspondence. CityLink provided a letter to TxDOT opting into participation on March 15, 2019 and has been an active participant in the development of this plan through sharing existing documentation and participating in communication and coordination throughout the development of this plan. The CityLink documentation used in the development of this plan is presented in Table 8, in Appendix A.

In support of tracking performance on our SA and SP processes, CityLink conducts a yearly safety culture survey. The survey is intended to help CityLink assess how well we communicate safety and safety performance information throughout our organization by gauging how safety is perceived and embraced by CityLink's administrators, supervisors, staff and contractors. The survey is designed to help us assess how well we are conveying information on hazards and safety risks relevant to employees' roles and responsibilities and informing employees of safety actions taken in response to reports submitted through our ESRP. Results from our most recent survey were analyzed and incorporated into the implementation strategies contained in this ASP.

Once the documents were reviewed, an on-site interview was conducted with CityLink to gain a better understanding of the agency and agency personnel. This understanding was necessary to ensure that the ASP was developed to fit CityLink's size, operational characteristics, and capabilities.

The draft ASP was delivered to CityLink in February 2020 for review and comment. Once review was completed and any adjustments made, the final was delivered to CityLink for review and adoption.

C. PTASP Annual Review – 673.11(a)(5)

Per 49 U.S.C. 5329(d)(1)(D), this plan includes provisions for annual updates of the SMS. As part of CityLink's ongoing commitment to fully implementing SMS and engaging our agency employees in developing a robust safety culture, CityLink will review the ASP and all supporting documentation annually. The review will be conducted as a precursor to certifying to FTA that the ASP is fully compliant with 49 CFR Part 673 and accurately reflects the agency's current implementation status. Certification will be accomplished through CityLink's annual Certifications and Assurances reporting to FTA.

The annual review will include the ASP and supporting documents (Standard Operating Procedures [SOP], Policies, Manuals, etc.) that are used to fully implement all the processes used to manage safety

at CityLink. All changes will be noted (as discussed below) and the Accountable Executive will sign and date the title page of this document and provide documentation of approval to the City of Abilene Director of Transportation Services, who has contractual oversight of CityLink.

The annual ASP review will follow the update activities and schedule provided below in Table 2. As processes are changed to fully implement SMS or new processes are developed, CityLink will track those changes for use in the annual review.

TABLE 2: ASP ANNUAL UPDATE TIMELINE

Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Review Agency Operations	→							
Review SMS Documentation • <i>Safety Policy;</i> • <i>Risk Management;</i> • <i>Safety Assurance; and</i> • <i>Safety Promotion.</i>		→						
Review Previous Targets and Set or Continue Targets			→					
Report Targets to National Transit Database (NTD), TxDOT, and Abilene MPO					→			
Make Any Necessary Adjustments to PTASP						→		
Update Version No., Adopt & Certify Plan Compliance								★

The following table, Table 3, will be used to record final changes made to the ASP during the annual update. This table will be a permanent record of the changes to the ASP over time.

TABLE 3: ASP RECORD OF CHANGES

Document Version	Section/Pages Changed	Reason for Change	Reviewer Name	Date of Change
Header	Text	Text	Text	Text
Header	Text	Text	Text	Text
Header	Text	Text	Text	Text

The implementation of SMS is an ongoing and iterative process, and, as such, this PTASP is a working document. Therefore, a clear record of changes and adjustments is kept in the PTASP for the benefit of safety plan performance management and to comply with Federal statutes.

D. PTASP Maintenance – 673.11(a)(2)(c)

CityLink will follow the annual review process outlined above and adjust this ASP as necessary to accurately reflect current implementation status. This plan will document the processes and activities related to SMS implementation as required under 49 CFR Part 673 Subpart C and will make necessary updates to this ASP as CityLink continues to develop and refine our SMS implementation.

E. PTASP Documentation and Recordkeeping – 673.31

At all times, CityLink will maintain documents that set forth our ASP, including those documents related to the implementation of CityLink’s SMS and those documents related to the results from SMS processes and activities. CityLink will also maintain documents that are included in whole, or by reference, that describe the programs, policies, and procedures that our agency uses to carry out our ASP and all iterations of those documents. These documents will be made available upon request to the FTA, other Federal entity, or TxDOT. CityLink will maintain these documents for a minimum of three years after the documents are created. These additional supporting documents are cataloged in Appendix A and the list will be kept current as a part of the annual ASP review and update.

F. Safety Performance Measures – 673.11(a)(3)

The PTASP Final Rule, 49 CFR Part 673.11(a)(3), requires that all public transportation providers must develop an ASP to include SPTs based on the safety performance measures established under the NSP. The safety performance measures outlined in the NSP were developed to ensure that the measures can be applied to all modes of public transportation and are based on data currently being submitted to the NTD. The safety performance measures included in the NSP are fatalities, injuries, safety events, and system reliability (State of Good Repair as developed and tracked in the TAM Plan).

There are seven (7) SPTs that must be included in each ASP that are based on the four (4) performance measures in the NSP. These SPTs are presented in terms of total numbers reported and rate per vehicle revenue mile (VRM). Each of the seven (7) is required to be reported by mode as presented in Table 4:

TABLE 4: NSP SAFETY PERFORMANCE MEASURES

Safety Performance Measure	SPT	SPT
Fatalities	Total Number Reported	Rate Per Total VRM
Injuries	Total Number Reported	Rate Per Total VRM
Safety Events	Total Number Reported	Rate Per Total VRM
System Reliability	Mean distance between major mechanical failure	

Table 5 presents CityLink’s reported baseline numbers for each of the performance measures. CityLink collected the past five (5) years of reported data to develop the rolling averages listed in the table.

TABLE 5: BASELINE SAFETY PERFORMANCE MEASURES

Mode	Fatalities	Rate of Fatalities*	Injuries	Rate of Injuries*	Safety Events	Rate of Safety Events*	Mean Distance Between Major Mechanical Failure
Fixed Route (Bus)	0	0	.8	.22	2.4	.58	17,303
Demand Response	0	0	.6	.12	1.2	.22	32,563

*rate = total number for the year/total revenue vehicle miles traveled

While safety has always been a major component of the CityLink operation, the adoption of this ASP will result in changes across all aspects of the organization. The SPTs set in Table 6 and Table 7 reflect an acknowledgment that SMS implementation will produce new information that will be needed to accurately set meaningful SPTs. We will set our targets at the current NTD reported five-year average as we begin the process of fully implementing our SMS and developing our targeted safety improvements.

TABLE 6: FIXED ROUTE (BUS) SAFETY PERFORMANCE TARGETS

Mode	Baseline	Target
Fatalities	0	0
Rate of Fatalities*	0	0
Injuries	.8	.8
Rate of Injuries*	.22	.22
Safety Events	2.4	2.4
Rate of Safety Events*	.58	.58
Mean Distance Between Major Mechanical Failure	17,303	17,303

*rate = total number for the year/total revenue vehicle miles traveled

TABLE 7: DEMAND RESPONSE SAFETY PERFORMANCE TARGETS

Mode	Baseline	Target
Fatalities	0	0
Rate of Fatalities*	0	0
Injuries	.6	.6
Rate of Injuries*	.12	.12
Safety Events	1.2	1.2
Rate of Safety Events*	.22	.22
System Reliability	32,563	32,563
Other	N/A	N/A

*rate = total number for the year/total revenue vehicle miles traveled

As part of the annual review of the ASP, CityLink will reevaluate our SPTs and determine whether the SPTs need to be refined. As more data is collected as part of the SRM process discussed later in this plan, CityLink may begin developing safety performance indicators to help inform management on safety related investments.

G. Safety Performance Target Coordination – 673.15(a)(b)

CityLink will make our SPTs available to TxDOT and the Abilene MPO to aid in those agencies' respective regional and long-range planning processes. To the maximum extent practicable, CityLink will coordinate with TxDOT and the MPO in the selection of State and MPO SPTs as documented in the Interagency Memorandum of Understanding (MOU).

Each year during the FTA Certifications and Assurances reporting process, CityLink will transmit any updates to our SPTs to both the Abilene MPO and TxDOT (unless those agencies specify another time in writing).

4. SAFETY MANAGEMENT SYSTEMS – 673 SUBPART C

As noted previously, FTA has adopted SMS as the basis for improving safety across the public transportation industry. In compliance with the NSP, National Public Transportation Safety Plan, and 49 CFR Part 673, CityLink is adopting SMS as the basis for directing and managing safety and risk at our agency. CityLink has always viewed safety as a core business function. All levels of management and employees are accountable for appropriately identifying and effectively managing risk in all activities and operations in order to deliver improvements in safety and reduce risk to the lowest practical level during service delivery.

SMS is comprised of four basic components: SMP, SRM, SA, and SP. The SMP and SP are the enablers that provide structure and supporting activities that make SRM and SA possible and sustainable. The SRM and SA are the processes and activities for effectively managing safety as presented in Figure 2.

FIGURE 2: SAFETY MANAGEMENT SYSTEMS



Implementing SMS at CityLink will be a major undertaking over the next several years. This ASP is the first step to putting in place a systematic approach to managing the agency's risk. CityLink has already taken several steps to implement SMS, such as developing this initial ASP and designating a CSO. During the first year of implementation, CityLink will identify SMS roles and responsibilities and key stakeholder groups, identify key staff to support implementation, and ensure the identified staff receive SMS training. CityLink will also develop a plan for implementing SMS, inform stakeholders about the ASP, and discuss our progress toward implementation with the City and our agency's planning partners.

A. Safety Risk Management – 673.25

By adopting this ASP, CityLink is establishing the SRM process presented in Figure 3 for identifying hazards and analyzing, assessing and mitigating safety risk in compliance with the requirements of 49 CFR Part 673.25. The SRM processes described in this section are designed to implement the CityLink SMS.

FIGURE 3: SAFETY RISK MANAGEMENT PROCESS



The implementation of the SRM component of the SMS will be carried out over the course of the next year. The SRM components will be implemented through a program of improvement during which the SRM processes will be implemented, reviewed, evaluated, and revised, as necessary, to ensure the SRM components are achieving the intended safety objectives as the components are fully incorporated into CityLink's SOPs.

The SRM is focused on implementing and improving actionable strategies that CityLink has undertaken to identify, assess and mitigate risk. The creation of this Risk Register provides an accessible resource for documenting the SRM process, tracking the identified risks, and documenting the effectiveness of mitigation strategies in meeting defined safety objectives and performance measures. The Risk Register is presented in Figure 4.

FIGURE 4: RISK REGISTER

Hazard	Type	Likelihood	Consequence	Resolution



What is wrong?



What could happen



What could mitigate this?

As the SRM process progresses through the steps of identifying what may be wrong, what could happen as a result, and what steps CityLink is taking to resolve the risk and mitigate the hazard, the CSO completes and publishes the components of the Risk Register. These components include the use of safety hazard identification, safety risk assessment, and safety risk mitigation, as described in the following sections.

I. Safety Hazard Identification – 673.25(b)

CityLink is conducting a critical analysis of our current hazard mitigation identification and analysis procedures. Although the current procedures have been effective in achieving our safety objectives, to ensure compliance with 49 CFR Part 673, CityLink is working to implement the following expanded SRM process.

The CityLink SRM process is a forward-looking effort to identify safety hazards that could potentially result in negative safety outcomes. In the SRM process, a hazard is any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Hazard identification focuses on out-of-the-norm conditions that need special attention or immediate action, new procedures, or training to resolve a condition that is unacceptable and return conditions to an acceptable level. CityLink uses a variety of mechanisms for identifying and documenting hazards, namely:

- Through training and reporting procedures, CityLink ensures personnel can identify hazards and that each employee clearly understands that the employee has a responsibility to immediately

report any safety hazards identified to the employee's supervisors. Continued training helps employees to develop and improve the skills needed to identify hazards.

- Employee hazard training coupled with the ESRP ensures that CityLink has full use of information from frontline employees for hazard identification.
- Upon receiving the hazard report, supervisors communicate the identified hazard to the CSO for entry into the risk register for risk assessment, classification and possible mitigation.
- In carrying out the risk assessment, the CSO uses standard reporting forms (e.g. *Pre-and Post-trip Inspection Forms* and *Operator Trouble Ticket*) to mitigate mechanical based safety hazards that are identified) and other reports completed on a routine basis by administrative, operations and maintenance. The *CityLink Standard Operating Procedure Guidelines* contain procedures for flagging and reporting hazards as a part of day-to-day operations.
- CityLink uses incident reports and records to determine specific areas of training that need to be covered with employees to ensure safety hazard identification is continually improved, and thus ensure that hazards are identified before an event recurrence.
- Incident reports are also analyzed by the risk management team to identify any recurring patterns or themes that would help to identify underlying hazards and root causes of the event that can be mitigated to prevent recurrence.
- To increase the safety knowledge of our agency, the CSO, risk management personnel and subject matter experts are also encouraged to participate in available professional development activities and peer-to-peer exchanges as a source of expertise and information on lessons learned and best practices in hazard identification.
- Other sources for hazard identification include:
 - ESRP
 - Inspections of personnel job performance, vehicles, facilities and other data
 - Investigations of safety events
 - Safety trend analysis on data currently collected
 - Training and evaluation records
 - Internal safety audits
 - External sources of hazard information could include:
 - FTA and other federal or state authorities
 - Reports from the public
 - Safety bulletins from manufacturers or industry associations

In addition to identifying the hazard, the hazard identification process also classifies the hazard by type (organizational, technical or environmental) to assist the CSO in identifying the optimal combination of departmental leadership and subject matter expertise to select in assembling the safety risk assessment team.

The various hazard types can also be categorized by subcategory for each type. For example, organizational hazards can be subcategorized into resourcing, procedural, training or supervisory hazards. Each of the subcategories implies different types of mitigation strategies and potentially affect overall agency resources through varying costs for implementation. Technical hazards can be subcategorized into operational, maintenance, design and equipment. Additionally, environmental hazards can be subcategorized into weather and natural, which is always a factor for every operation.

II. Safety Risk Assessment – 673.25(c)

As part of the new SRM process, CityLink has developed methods to assess the likelihood and severity of the consequences of identified hazards, and prioritizes the hazards based on the safety risk. The process continues the use of the Risk Register described in the previous section to address the next two components.

To accurately assess a risk, CityLink may need to perform an investigation. CityLink currently has a process for investigating accidents. However, as part of the SRM development, CityLink will continue to update the procedures to ensure that the investigation procedure fully informs the SRM process. These updated procedures will be used to investigate risks identified from multiple sources including the ESRP.

Safety risk is based on an assessment of the likelihood of a potential consequence and the potential severity of the consequences in terms of resulting harm or damage. The risk assessment also considers any previous mitigation efforts and the effectiveness of those efforts. The results of the assessment are used to populate the third and fourth components of the Risk Register as presented in Figure 5.

FIGURE 5: SAFETY RISK ASSESSMENT STEPS IN POPULATING THE RISK REGISTER

Hazard	Type	Likelihood	Consequence	Resolution

The risk assessment is conducted by the CSO and their risk management team through the safety compliance committee supplemented by subject matter experts from the respective department or section to which the risk applies. The process employs a safety risk matrix, similar to the one presented in Figure 6, that allows the safety team to visualize the assessed likelihood and severity, and to help decision-makers understand when actions are necessary to reduce or mitigate safety risk.

FIGURE 6: SAFETY RISK ASSESSMENT MATRIX

RISK ASSESSMENT MATRIX				
SEVERITY LIKELIHOOD	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	High	Medium
Probable (B)	High	High	Medium	Medium
Occasional (C)	High	Medium	Medium	Low
Remote (D)	Medium	Medium	Low	Low
Improbable (E)	Medium	Low	Low	Low

Although the current version of the matrix relies heavily on the examples and samples that are listed on the PTASP Technical Assistance Center website, lessons learned from the implementation process during the coming years will be used to customize the matrix that CityLink will use to address our unique operating realities and leadership guidance.

The Risk Assessment Matrix is an important tool. If a risk is assessed and falls within one of the red zones, the risk is determined to be unacceptable under existing circumstances. This means that management must take action to mitigate the situation. This is where SRMs are developed. If the risk is assessed and falls within one of the yellow zones, the risk is determined to be acceptable, but monitoring is necessary. If the risk falls within one of the green zones, the risk is acceptable under the existing circumstances.

Once a hazard's likelihood and severity have been assessed, the CSO enters the hazard assessment into the Risk Register that is used to document the individual hazard and the type of risk it represents. This information is used to move to the next step, which is hazard mitigation.

III. Safety Risk Mitigation – 673.25(d)

Upon completion of the risk assessment, the CSO and the safety committee continue populating the Risk Register by identifying mitigations or strategies necessary to reduce the likelihood and/or severity of the consequences. The goal of this step is to avoid or eliminate the hazard or, when elimination is not likely or feasible, to reduce the assessed risk rating to an acceptable level (Figure 7). However, mitigations do not typically eliminate the risk entirely.

FIGURE 7: RISK REGISTER MITIGATION COMPONENT

Hazard	Type	Likelihood	Consequence	Resolution

To accomplish this objective, the CSO, through the risk management team, works with subject matter experts from the respective department (or section) to which the risk applies. This risk management team then conducts a brainstorming exercise to elicit feedback from staff and supervisors with the highest level of expertise in the components of the hazard.

Documented risk resolution and hazard mitigation activities from previous Risk Register entries and the resolution's documented level of success at achieving the desired safety objectives may also be reviewed and considered in the process. If the hazard is external (e.g., roadway construction by an outside agency) information and input from external actors or experts may also be sought to take advantage of all reasonably available resources and avoid any unintended consequences.

Once a mitigation strategy is selected and adopted, the strategy is assigned to an appropriate staff member or team for implementation. The assigned personnel and the personnel's specific responsibilities are entered into the Risk Register. Among the responsibilities of the mitigation team leader is the documentation of the mitigation effort, including whether the mitigation was carried out as designed and whether the intended safety objectives were achieved. This information is recorded in the appendix to the Risk Register for use in subsequent SA activities and to monitor the effectiveness of the SRM program.

B. Safety Assurance – 673.27 (a)

Safety Assurance means processes within the CityLink SMS that function to ensure a) the implementation and effectiveness of safety risk mitigation, and b) CityLink meets or exceeds our safety objectives through the collection, measurement, analysis and assessment of information.

SA helps to ensure early identification of potential safety issues. SA also ensures that safeguards are in place and are effective in meeting critical CityLink safety objectives and contribute towards SPTs.

I. Safety Performance Monitoring and Measuring – 673.27 (b)

As the first step in the CityLink SA program, CityLink collects and monitors data on safety performance indicators through a variety of mechanisms described in the following sections. Safety performance indicators provide early warning signs about safety risks. CityLink currently relies primarily on lagging indicators representing negative safety outcomes that should be avoided or mitigated in the future. However, initiatives are underway to adopt a more robust set of leading indicators that monitor conditions that are likely to contribute to negative outcomes in the future. In addition to the day-to-day monitoring and investigation procedures detailed below, CityLink will review and document the safety performance monitoring and measuring processes as part of the annual update of this ASP.

MONITORING COMPLIANCE AND SUFFICIENCY OF PROCEDURES 673.27 (B)(1)

CityLink monitors our system for personnel compliance with operations and maintenance procedures and also monitors these procedures for sufficiency in meeting safety objectives. A list of documents describing the safety related operations and maintenance procedures cited in this ASP is provided in Appendix A of this document.

Supervisors monitor employee compliance with CityLink SOPs through direct observation and review of information from internal reporting systems, such as the *Complaint Report System*, from both employees and customers.

CityLink addresses non-compliance with standard procedures for operations and maintenance activities through a variety of actions, including revision to training materials and delivery of employee and supervisor training if the non-compliance is systemic. If the non-compliance is situational, then activities may include supplemental individualized training, coaching, and heightened management oversight, among other remedies.

If compliance is being achieved but the operations or maintenance procedures are deemed to be inadequate because of negative safety outcomes, then the deficiency in adequate procedures is submitted to the SRM process as a potential organizational hazard for evaluation, analysis and as appropriate, assignment for mitigation and resolution. Among the standard procedures that may be evaluated and mitigated in this way is the SRM process itself.

Sometimes personnel are fully complying with the procedures, but the operations or maintenance procedures are inadequate and pose the risk of negative safety outcomes. In this case, the cognizant person submits the deficiency or description of the inadequate procedures to the SRM process. Through the SRM process, the SRM team will then evaluate and analyze the potential organizational hazard and assign the identified hazard for mitigation and resolution, as appropriate. The SRM team will also conduct periodic self-evaluation and mitigation of any identified deficiencies in the SRM process itself.

MONITORING OPERATIONS 673.27(B)(2)

Department heads are required to monitor investigation reports of safety events and SRM resolution reports to monitor the department's operations to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. If it is determined that the safety risk mitigation did not bring the risk to an acceptable level or otherwise failed to meet safety objectives, then the supervisor resubmits the safety risk/hazard to the SRM process. The CSO will work with the supervisor and subject matter experts to reanalyze the hazard and consequences and identify additional mitigation or alternative approaches to implementing the mitigation.

II. Safety Event Investigation – 673.27(b)(3)

CityLink currently conducts investigations of safety events. From an SA perspective, the objective of the investigation is to identify causal factors of the event and to identify actionable strategies that CityLink can employ to address any identifiable organizational, technical or environmental hazard at the root cause of the safety event.

Safety Event Investigations that seek to identify and document the root cause of an accident or other safety event are a critical component of the SA process because they are a primary resource for the collection, measurement, analysis and assessment of information. CityLink gathers a variety of information for identifying and documenting root causes of accidents and incidents.

CityLink uses the *Steps to be Taken when an Accident Happens (STAH)* document (Appendix A) as an outline for staff to follow in the event of an accident. This document is used as a guide for dispatchers and supervisors to provide pertinent information for the Accident Report from the dispatcher and operator/staff. All collective information is used to identify safety and operational risks based on individual assets.

The procedures outlined in the STAH were based on the FTA's Model Bus Safety Programs and Public Transportation System Security and Emergency Preparedness Planning Guide. These steps are:

1. Obtain from the Operator the following information:
 - a. The location of the incident and what direction they were traveling (inbound or outbound); if in station, indicate the situation.
 - b. The bus number and the route that they are on.

- c. If there are injuries, describe how serious they appear (don't be too graphic, just generalize).
 - d. Provide information about any other vehicles or pedestrians involved and their descriptions.
2. Remind the operator of the safety procedures:
 - a. Turn on 4-way flashers. Place traffic warning devices (orange triangles).
 - b. Recheck anyone with injuries, do not move the seriously injured.
 - c. Render comfort and aid to anyone injured, as may be appropriate.
 - d. Evacuate the bus, if necessary.
 - e. Keep the two-way radio on and monitored.
 - f. Hand out courtesy cards to the passengers and to any witnesses.
 - g. Move the vehicle to the side of the road unless it is inoperable.
3. Notify the following:
 - a. Call the Police. Call EMP (emergency medical personnel) 911
 - b. Notify/call the CSO and Supervisors over Maintenance, and immediate Supervisor on duty at the time.
4. The supervisor will determine whether the General Manager or Assistant General Manager needs to be contacted but will give them a report when the supervisor finishes the initial assessment.
 - a. Let the Operator know that police and supervision have been contacted and help and is on the way.
 - b. Assign a Standby Operator to pre-trip a bus in case a standby operator must drive the next round for the operator on that route. When needed, the standby operator may take a bus out to continue a route.
 - c. Let the Operator know that a Standby Operator and bus have been assigned to continue the route or that support personnel are bringing another bus out to them.
 - d. Refer the operator for drug and alcohol testing if the accident meets the thresholds defined in Chapter 5 Circumstances for Testing in the *City Link Drug and Alcohol Policy 2018* (Appendix A).
 - e. Return to the station.
5. Record all accident information on the Daily Dispatch log, any missed trips, downtime, or bus change outs.
6. Dispatcher on duty will give the Operator an incident report to complete before the Operator leaves that day. Dispatcher will put the Operator's report in the CSO's box.
7. The CSO, working with subject matter experts, evaluates the incident report and other available information to determine the root cause of the accident/event. Follow up with operator or other cognizant parties may be necessary to elicit additional information.
8. The CSO identifies any hazards noted in the incident report and refers those hazards to the SRM process.

MONITORING INTERNAL SAFETY REPORTING PROGRAMS 673.27(B)(4)

As a primary part of the internal safety reporting program, our agency monitors information reported through the ESRP. When a report originating through the complaint process documents a safety hazard, the supervisor submits the hazards identified through the internal reporting process, including previous mitigation in place at the time of the safety event. The supervisor submits the hazard report to the SRM process to be analyzed, evaluated and, if appropriate, assigned for mitigation/resolution.

OTHER SAFETY ASSURANCE INITIATIVES

Because leading indicators can be more useful for safety performance monitoring and measurement than lagging indicators, CityLink is undertaking efforts to implement processes to identify and monitor more leading indicators or conditions that have the potential to become or contribute to negative safety outcomes. This may include trend analysis of environmental conditions through monitoring National Weather Service data; monitoring trends toward or away from meeting the identified SPTs; or other indicators as appropriate.

C. Safety Promotion – 673.29

Management support is essential to developing and implementing SMS. SP includes all aspects of how, why, when and to whom management communicates safety related topics. SP also includes when and how training is provided. The following sections outline both the safety competencies and training that CityLink will implement and how safety related information will be communicated.

I. Safety Competencies and Training – 673.29(a)

CityLink provides comprehensive training to all employees regarding the employee's job duties and general responsibilities. This training includes safety responsibilities related to the employee's position. In addition, regular operator safety meetings are held to ensure that safety related information is relayed to the key members of our agency's safety processes.

As part of SMS implementation, CityLink will be conducting the following activities:

- Conduct a thorough review of all current general staff categories (administrative, operator, supervisor, mechanic, maintenance, etc.) and the respective staff safety related responsibilities.
- Assess the training requirements spelled out in 49 CFR Part 672 and the various courses required for different positions. (CityLink is not subject to the requirements under 49 CFR Part 672 but will review the training requirements to understand what training is being required of other larger agencies in the event these trainings might be useful).
- Assess the training material available on the FTA PTASP Technical Assistance Center website.

- Review other training material available from industry sources such as the Community Transportation Association of America and the American Public Transportation Association websites.
- Develop a set of competencies and trainings required to meet the safety related activities for each general staff category.
- Develop expectations for ongoing safety training and safety meeting attendance.
- Develop a training matrix to track progress on individuals and groups within the organization.
- Adjust job notices associated with general staff categories to ensure that new personnel understand the safety related competencies and training needs and the safety related responsibilities of the job.
- Include refresher training in all trainings and apply it to agency personnel and contractors.

II. Safety Communication – 673.29(b)

CityLink regularly communicates safety and safety performance information throughout our agency's organization that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through the ESRP (noted in Section 3.A.I) or other means.

CityLink reports any safety related information to the **Abilene City Council** at their regular meetings and will begin including safety performance information. In addition, CityLink holds regularly scheduled meetings with operators to ensure that any safety related information is passed along that would affect the execution of the operators' duties. CityLink also posts safety related and other pertinent information in a common room for all employees.

CityLink will begin systematically collecting, cataloging, and, where appropriate, analyzing and reporting safety and performance information to all staff. To determine what information should be reported, how the information should be reported and to whom, CityLink will answer the following questions:

- What information does this individual need to do their job?
- How can we ensure the individual understands what is communicated?
- How can we ensure the individual understands what action must be taken as a result of the information?
- How can we ensure the information is accurate and kept up-to-date?
- Are there any privacy or security concerns to consider when sharing information? If so, what should we do to address these concerns?

In addition, CityLink will review our current communications strategies and determine whether others are needed. As part of this effort, CityLink has conducted, and will continue to conduct, a Safety Culture

Survey to understand how safety is perceived in the workplace and what areas CityLink should be addressing to fully implement a safety culture at our agency.

5. APPENDIX A

TABLE 8: PTASP SUPPORTING DOCUMENTS

File Name	Revision Date	Document Name	Document Owner
CityLink Transit General Information.docx		CityLink Transit General Information	CityLink Transit
Organizational Chart 3-2020.pdf	2020	CityLink Transit Organizational Chart	CityLink Transit
7 Basic Emg Steps.xlsm		7 Basic Emergency Management Steps	CityLink Transit
Emergency Procedures.pdf		Emergency Procedures	CityLink Transit
Flooding.doc		Procedures for Natural Disasters: FLASH FLOOD WARNING	CityLink Transit
Procedures for natural dist.doc		Procedures for Natural Disasters: TORNADO WARNING	CityLink Transit
TAM Plan 5-20-2019.pdf	May, 2019	CityLink Transit Transit Asset Management Plan	CityLink Transit
Technology System Usage COA.pdf		Telecommunications and Technology Systems Usage	City of Abilene
~\$SP -001 Radio.docx		Radio, Handheld-Radio Standard Operational Procedures	CityLink Transit
DISP -002 Complaint Procedure.docx		Complaint Procedures	CityLink Transit
DISP -003 Facility Coordinator.docx		Facility Coordination Standard Operating Procedures	CityLink Transit
DISP -004_Fixed Route Dispatch.docx		FIXED ROUTE DISPATCH OPERATIONS	CityLink Transit
DISP -005_Bus Shelters-Bus Stops SOP.docx		Bus Shelters/Bus Stops	CityLink Transit
DISP -006 Steps to take when an accident happens.docx		Steps to be Taken When an Accident Happens	CityLink Transit
DISP -007 Steps to take when an incident happens.docx		Steps to Take When an Incident Happens	CityLink Transit

File Name	Revision Date	Document Name	Document Owner
Money Room Counting Procedures Examples.pdf		Money Room Counting examples	CityLink Transit
Accident document.pdf		Employee Handbook Sec 8.02	CityLink Transit
Accident procedures.pdf		Accident Procedures	CityLink Transit
Accident Review Comm.pdf	August, 2016	Employee Handbook sec 6.06	CityLink Transit
CityLink Accident Report Form - Driver.docx		Accident Checklist	CityLink Transit
CityLink Customer Complaint Form.docx	February, 2017	Complaint/Incident/Service Report	CityLink Transit
CityLink Personnel Evaluation Form.xlsx		CityLink Personnel Evaluation Form	CityLink Transit
Concerns-Complaints Procedure.docx	February, 2017	Concerns-Complaints Procedure	CityLink Transit
DefensiveDrivingCommercial.ppt		Defensive Driving for the Commercial Driver	Heritage Safety Group
Drug & Alcohol Policy 2018.pdf	September, 2018	Drug and Alcohol Policy	CityLink Transit
Employee Handbook 08.2016.pdf	August, 2016	Employee Handbook	CityLink Transit
HR-036 HR Hiring PolicyProcedures 6-2019.docx		Hiring New Employees	CityLink Transit
JANITOR CLOSET MSDS.docx		MSDS-Hazcom info, Janitor Closet	CityLink Transit
Job Description.pdf		Position Description	First America
Maintenance Plan 2018 (2).docx	January, 2018	Maintenance Plan	CityLink Transit
MSDS.docx		MSDS –HAZCOM INFO	CityLink Transit
PARTS ROOM CHEMICAL LIST.docx		MSDA- Hazcom info Parts Room	CityLink Transit
Purchasing Policy and Procedures.pdf		Purchasing Manual	CityLink Transit

File Name	Revision Date	Document Name	Document Owner
Released to drive.docx		Released to Drive	CityLink Transit
Safety statement.pdf		Safety & Environmental section of handbook.	CityLink Transit
Safety training.pdf		Safety Training & Rural Transit	National RTAP
Servicers Area MSDS.docx		MSDS- Hazcom info Servicer Area	CityLink Transit
SHOP-MAINT AREA CHEMICAL LIST.docx		MSDS- Hazcom info Shop Maintenance area	CityLink Transit
SWP3 Appendix F.pdf		Spills and Leaks report	CityLink Transit
TOOL ROOM MSDS.docx		MSDS-Hazcom info, Tool Room	CityLink Transit
Training doc.pdf		Training process sheet	CityLink Transit
Training Manual (3).pdf		Employee Training Manual	CityLink Transit
16_TX_Abilene_TR16_FinalReport_signed.pdf	July, 2016	FY 2016 Triennial Review	CityLink Transit
Accident list 2018.xlsx	2018	List of Accidents	CityLink Transit
Safety Accidents-Incidents.xlsx		list of safety incidents	CityLink Transit

A. Glossary of Terms

Accident: means an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of transit vehicles; an evacuation for life safety reasons; at any location, at any time, whatever the cause.

Accountable Executive (typically the highest executive in the agency): means a single, identifiable person who has ultimate responsibility for carrying out the Safety Management System of a public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Agency Leadership and Executive Management: means those members of agency leadership or executive management (other than an Accountable Executive, Chief Safety Officer, or SMS Executive)

who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.

Chief Safety Officer (CSO): means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A CSO may not serve in other operational or maintenance capacity, unless the CSO is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Corrective Maintenance: Specific, unscheduled maintenance typically performed to identify, isolate, and rectify a condition or fault so that the failed asset or asset component can be restored to a safe operational condition within the tolerances or limits established for in-service operations.

Equivalent Authority: means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

Event: means an accident, incident, or occurrence.

Federal Transit Administration (FTA): means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard: means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident: means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation: means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Key staff: means a group of staff or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating the agency's SMS.

Major Mechanical Failures: means failures caused by vehicle malfunctions or subpar vehicle condition which requires that the vehicle be pulled from service.

National Public Transportation Safety Plan (NSP): means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence: means an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a Public Transportation System: means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Passenger: means a person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for the purpose of travel.

Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target: means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Preventative Maintenance: means regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically for the purpose of maintaining assets in satisfactory operating condition. Preventative maintenance is conducted by providing for systematic inspection, detection, and correction of anticipated failures either before they occur or before they develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of failure of equipment.

Public Transportation Agency Safety Plan: means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Risk: means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation: means a method or methods to eliminate or reduce the effects of hazards.

Road Calls: means specific, unscheduled maintenance requiring either the emergency repair or service of a piece of equipment in the field or the towing of the unit to the garage or shop.

Safety Assurance (SA): means the process within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation and ensures that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy (SMP): means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of the agency's employees regarding safety.

Safety Management System (SMS): means the formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive: means a CSO or an equivalent.

Safety Objective: means a general goal or desired outcome related to safety.

Safety Performance: means an organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

Safety Performance Indicator: means a data-driven, quantifiable parameter used for monitoring and assessing safety performance.

Safety Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Safety Performance Monitoring: means activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations, through a combination of safety performance indicators and safety performance targets.

Safety Performance Target (SPT): means a quantifiable level of performance or condition, expressed as a value for a given performance measure, achieved over a specified timeframe related to safety management activities.

Safety Promotion (SP): means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk: means the assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome.

Safety Risk Assessment: means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM): means a process within a transit agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.

Safety Risk Mitigation: means the activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.

Safety Risk Probability: means the likelihood that a consequence might occur, taking as reference the worst foreseeable, but credible, condition.

Safety Risk Severity: means the anticipated effects of a consequence, should the consequence materialize, taking as reference the worst foreseeable, but credible, condition.

Serious Injury: means any injury which:

- Requires hospitalization for more than 48 hours, commencing within seven days from the date that the injury was received;
- Results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State: means a State of the United States, the District of Columbia, or the Territories of Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair: means the condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency: means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.

Transit Agency: means an operator of a public transportation system.

Transit Asset Management Plan: means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Vehicle Revenue Miles (VRM): means the miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles include layover/recovery time and exclude deadhead; operator training; vehicle maintenance testing; and school bus and charter services.

B. Additional Acronyms Used

ASP: Agency Safety Plan

CityLink: CityLink Transit, City of Abilene, Texas

ESRP: Employee Safety Reporting Program

FAST Act: Fixing America's Surface Transportation Act

MAP-21: Moving Ahead for Progress in the 21st Century Act

MOU: Memorandum of Understanding

MPO: Metropolitan Planning Organization

NTD: National Transit Database

SOP: Standard Operating Procedure

TxDOT: Texas Department of Transportation

6. APPENDIX B

A. City Council Minutes or Resolution

Place here

7. APPENDIX C

A. Service Schedule

I. Fixed Route Schedule

CityLink currently operates eight (8) weekday fixed routes and six (6) Saturday routes which are the core service of the system. Weekday fixed route service operates from 6:15 a.m. to 6:15 p.m. and Saturday routes operate from 7:15 a.m. to 6:15 p.m.

II. Evening Demand Response Service

CityLink operates a curb-to-curb demand-response Evening Service that runs from 6:15 p.m. until 11:45 p.m. Monday through Saturday within the city limits of Abilene.

City Council Meeting

June 25, 2020



CityLink Safety Plan

- The Federal Transit Administration (FTA) now requires grant-funded public transit systems to create and follow a safety plan.
- CityLink has created such a plan, within FTA's guidelines, that meets the environment, staffing and training that CityLink operates in daily.
- The plan promotes and builds on CityLink's safety-conscious culture, and procedures to mitigate and address unsafe actions and conditions to more safely provide transit services to the citizens of Abilene.







**City Council
Agenda Memo**

City Council Meeting Date: 6/25/2020

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve a 90-day extension to the Operating Cost Relief for American Airlines. (Don Green)

GENERAL INFORMATION

At its April 23, 2020 meeting, City Council approved Resolution 82-2020 granting a 90 day deferral of certain Airport charges and fees for American Airlines, Avis, Hertz and Enterprise that expires June 30, 2020 due to the impact of reduced travelers from the COVID-19 pandemic. The deferred charges and fees are to be paid in six monthly installments beginning July 1.

American Airlines has requested a 90-day extension of its deferred charges and fees through September 30, 2020 and to begin payment of those deferred charges and fees in its January 2021 billing in eight monthly installments.

Please note deferment only means a delay in fully-collecting the charges and fees due to the City/Airport. Abating or waiving these fees is not recommended.

The extension for American Airlines includes:

- Effective July 1, 2020 through September 30, 2020 - Defer all AA Airport Rents, Landing Fees, Diversion Fees, Fuel Flowage Fees and Employee Parking Fees.
- Effective October 1, 2020 - All charges and fees deferrals are cancelled and AA/Envoy will pay all current Airport Rents, Landing Fees, Diversion Fees, Fuel Flowage Fees and Employee Parking Fees per the Lease/Operating Agreement.
- Effective January 1, 2021 - AA/Envoy will begin payment of 1/8 of the cumulative

balance of all Deferred Airport Charges and Fees in monthly installments to be completed by August 31, 2021. Deferred Airport Charges and Fees will not be charged interest or late fees.

ABI will send AA a monthly statement of Deferred Airport Charges and Fees during the deferral period for tracking and eventual reconciliation purposes.

There is no deferment on collection and remittance of Passenger Facility Charges (PFCs).

The intent of these deferments is to provide the company additional cash liquidity while still protecting the City of Abilene's financial interests.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The proposed extended deferred period represents approximately \$46,128 in delayed revenue to the airport.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board reviewed the previous resolution and approved its recommendation of this extension request at its June 3 2020 meeting.

ATTACHMENTS:

1. American Airlines Extended Charges and Fees Deferral Resolution 6-25-20
2. 082-2020 - Deferring certain rates and charges and suspending guarantees incurred at Abilene Regional Airport
3. AA Fees and Charges Deferral Extension (6-25-20)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS EXTENDING THE DEFERMENT PERIOD OF CERTAIN CHARGES AND FEES INCURRED BY AMERICAN AIRLINES AT ABILENE REGIONAL AIRPORT

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

WHEREAS, American Airlines, Avis/Budget, Hertz and Enterprise Rent-A-Car operate daily airline passenger-related businesses from the Airport Terminal under separate lease/operating agreements; and

WHEREAS, restrictions due to COVID-19 have caused significant loss of airline and car rental customers and revenue; and

WHEREAS, City Council approved Resolution 82-2020 granting deferment of certain charges and fees to those tenants until June 30, 2020; and

WHEREAS, American Airlines has requested an additional 90-day deferment of those charges and fees until September 30, 2020 and repayment of the deferred charges and fees beginning in the January 2021 invoicing in eight monthly installments; and

WHEREAS, when the deferred payment period ends on September 30, 2020, American Airlines will pay current charges and fees effective October 1, 2020; and

WHEREAS, the Airport Development Board approved its recommendation at its June 3, 2020 meeting.

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

1. That the City Manager is authorized to extend the deferment certain charges and fees from July 1, 2020 until September 30, 2020 under the lease/operating agreement with American Airlines, Inc.
2. That American Airlines will begin payment of current charges and fees effective October 1, 2020 and begin payment of deferred charges and fees in January 2021 in eight monthly installments.
3. That the deferment does not include the Passenger Facility Charge collected by American Airlines and remitted to City of Abilene.
4. That this resolution takes effect immediately upon Council approval.

ADOPTED this 25th Day of June 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

ATTACHMENT A

A. For American Airlines:

1. Effective July 1, 2020 through September 30, 2020 - Defer all AA Terminal Rents, Diversion Fees, Fuel Flowage Fees and Employee Parking Fees.
2. Effective October 1, 2020 - All deferrals are cancelled and AA/Envoy will pay all current Terminal Rents, Landing Fees, Diversion Fees, Fuel Flowage Fees and Employee Parking Fees per the Lease/Operating Agreement.
3. Effective January 2021 - AA/Envoy will begin payment of 1/8 of the cumulative balance of all Deferred Terminal Rents and Fees in monthly installments to be completed by August 31, 2021. Deferred Terminal Rents and Fees will not be charged interest or late fees.
4. ABI will send AA a monthly statement of Deferred Terminal Rents and Fees during the deferral period for tracking and eventual reconciliation purposes.
5. AA/Envoy will continue to report monthly activity data to the Airport.
6. There is no deferment on collection and remittance of Passenger Facility Charges (PFCs).

The intent of these deferments is to provide American Airlines additional cash liquidity while still protecting the City of Abilene's financial interests.

RESOLUTION NO. 82-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
DEFERRING CERTAIN RATES AND CHARGES AND SUSPENDING GUARANTEES
INCURRED BY AMERICAN AIRLINES, AVIS/BUDGET, HERTZ AND ENTERPRISE
RENT-A-CAR AT ABILENE REGIONAL AIRPORT**

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

WHEREAS, American Airlines, Avis/Budget, Hertz and Enterprise Rent-A-Car operate daily airline passenger-related businesses from the Airport Terminal under separate lease/operating agreements; and

WHEREAS, restrictions due to COVID-19 have caused significant loss of airline and car rental customers and revenue; and

WHEREAS, American Airlines, Hertz and Enterprise Rent-A-Car have requested temporary financial relief from Airport rates and charges; and

WHEREAS, it is in the best interest of the Airport and City of Abilene to assist these businesses by temporarily deferring certain payments and suspending guarantees to the City/Airport as defined in **Attachment A**; and

WHEREAS, when the deferred payments period ends on June 30, 2020, the full deferred balance shall be paid to the City/Airport in six monthly installments in addition to paying current rates, charges and fees effective July 1, 2020; and

WHEREAS, the Minimum Annual Guaranty in each lease/operating agreement with Budget/Avis, Hertz and Enterprise Rent-A-Car shall be waived effective January 1, 2020 through December 31, 2020; and

WHEREAS, it is understood that the Airport Development Board has not had an opportunity to meet and make a recommendation to Council for this action.

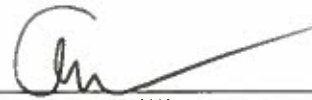
**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF ABILENE, TEXAS:**

1. That the City Manager is authorized to defer certain rates, charges and fees under the lease/operating agreements with American Airlines, Inc., Avis/Budget, Hertz and Enterprise Rent-A-Car with an effective date of April 1, 2020 through June 30, 2020.
2. That the City Manager is authorized to suspend the Minimum Annual Guaranty in each of the lease/operating agreements with Avis/Budget, Hertz and Enterprise Rent-A-Car with an effective date of January 1, 2020 through December 31, 2020.
3. That this resolution takes effect immediately upon Council approval.

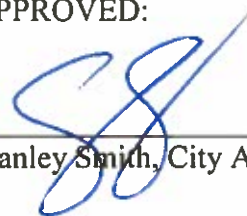
ADOPTED this 23rd Day of April 2020.

ATTEST:


Shawna Atkinson, City Secretary


Anthony Williams, Mayor

APPROVED:


Stanley Smith, City Attorney

ATTACHMENT A

A. For American Airlines:

1. Backdated March 1, 2020 through June 30, 2020 - Defer AA/Envoy Landing Fees.
2. Effective April 1, 2020 through June 30, 2020 - Defer all AA Terminal Rents, Diversion Fees, Fuel Flowage Fees and Employee Parking Fees.
3. Effective July 1, 2020 - All deferrals are cancelled and AA/Envoy will pay all current Terminal Rents, Landing Fees, Diversion Fees, Fuel Flowage Fees and Employee Parking Fees per the Lease/Operating Agreement.
4. Effective July 1, 2020 - AA/Envoy will begin payment of 1/6 of the cumulative balance of all Deferred Terminal Rents and Fees in monthly installments to be completed by January 31, 2021. Deferred Terminal Rents and Fees will not be charged interest or late fees.
5. ABI will send AA a monthly statement of Deferred Terminal Rents and Fees during the deferral period for tracking and eventual reconciliation purposes.
6. AA/Envoy will continue to report monthly activity data to the Airport.
7. There is no deferment on collection and remittance of Passenger Facility Charges (PFCs).

B. For Avis/Budget, Hertz and Enterprise:

1. Backdated to January 1, 2020 - Suspend the Minimum Annual Guaranty (MAG) in each Lease/Operating Agreement and any subsequent Agreement that may be executed before January 1, 2021.
2. Effective April 1, 2020 through June 30, 2020 - Defer payment of all Rents, Contract Commissions, and Parking Fees.
3. Effective July 1, 2020 - All deferrals are cancelled and each company will pay all Rents, Contract Commissions and Parking Fees per the current Lease/Operating Agreement or any subsequently-approved Lease/Operating Agreement.
4. Effective July 1, 2020 - Each company will begin payment of 1/6 of the cumulative balance of all Deferred Rents, Contract Commissions and Parking Fees in monthly installments to be completed by January 31, 2021. Deferred Rents, Contract Commissions and Parking Fees will not be charged interest or late fees.
5. ABI will send each company a monthly statement of Deferred Rents and Parking Fees during the Deferral period for tracking and eventual reconciliation purposes.
6. Each company will continue to provide monthly performance reports of car rental activity.
7. There is no deferment of the collection and remittance of the Customer Facility Charges (CFCs).

The intent of these deferments is to provide each company additional cash liquidity while still protecting the City of Abilene's financial interests.

City Council Meeting

June 25, 2020



American Airlines Charges and Fees Deferral Extension

- At its April 23, 2020 meeting, City Council approved Resolution 82-2020 granting a 90 day deferral of certain Airport charges and fees for American Airlines, Avis, Hertz and Enterprise that expires June 30, 2020 due to the impact of reduced travelers from the COVID-19 pandemic. The deferred charges are to be paid in six monthly installments beginning July 1, 2020.
- American Airlines has requested a 90-day extension of its deferred charges and fees through September 30, 2020 and to begin payment of those deferred charges and fees in its January 2021 billing in eight monthly installments.
- Please note deferment only means a delay in fully-collecting the charges and fees due to the airport. Abating or waiving these fees is not recommended.







**City Council
Agenda Memo**

City Council Meeting Date: 6/25/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **9. Ordinance (First Reading) Z-2020-08:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from TTY Holdings LLC. and Jeff Luther Construction Company, agent Timothy Yandell, to rezone from Light Industrial (LI) and Multi-Family Residential (MF) to a Planned Development District (PDD) located at 629 North 6th Street, Lot 7, Block 104, located at 601 Plum Street, Lots 7-12, Block 66, located at 501, 509, 525, 533, 541 Ash Street, Original Town Abilene, Abilene, Taylor County, Texas (Mike Warrix)

GENERAL INFORMATION

Ordinance (First Reading) Z-2020-08: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from TTY Holdings LLC. and Jeff Luther Construction Company, agent Timothy Yandell, to rezone from Light Industrial (LI) and Multi-Family Residential (MF) to a Planned Development District (PDD) located at 629 North 6th Street, Lot 7, Block 104, located at 601 Plum Street, Lots 7-12, Block 66, located at 501, 509, 525, 533, 541 Ash Street, Original Town Abilene, Abilene, Taylor County, Texas

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0, with one commissioner abstaining.

ATTACHMENTS:

1. PD 166 Council Ordinance
2. 1- Z-2020-08 PZC full Staff Report
3. 2- Z-20202-08 PZC Presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD 166, A PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That 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 the 25th day of June, 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 23rd day of May, 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 9th day of July, 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 9th day of July, 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

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 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 the Land Development Code of the City of Abilene is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: from Multi-family (MF) and Light Industrial (LI) to PD (Planned Development) District.

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

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

Lots 7-12 in Block 66, Lots 1-6,7,8 and 12 in Block 67 as well as Lot 7 and the south 11-feet of Lot 8 in Block 104, in Original Town of Abilene, Taylor County, Texas.



Location:

630 N. 5th Street, 629 N 6th Street and approximately 2.1 acres of vacant land within the Original Town of Abilene

PART 6: Purpose. The purpose of the Planned Development (PD) request is to allow all uses classified as manufacturing (light) within Section 5.1.1.3 “Land Use Definitions” found in Abilene’s Land Development Code, as well as all other uses allowed (by right or, if ordinarily necessary, with approval of a Conditional Use Permit) in Central Business zoning districts.

PART 7: Specific Modifications. This Planned Development shall be subject to the requirements of the Central Business (CB) zoning district, except as modified below:

- a. Uses classified as manufacturing (light) as defined in Section 5.1.1.3 in Abilene’s Land Development Code are permitted.
- b. All uses ordinarily requiring a Conditional Use Permit in Central Business are permitted by right.

-END-

ZONING CASE Z-2020-08

STAFF REPORT



REQUEST: Rezoning 16 lots within Old Town of Abilene from a mixture of Multi-Family (MF) and Light Industrial (LI) zoning to Planned Development District (PDD-166)

APPLICANT:

Owner: TTY Holdings, LLC and Jeff Luther Construction CO.
Agent: Tim Yandell

HEARING DATES:

P & Z Commission: June 2, 2020
City Council 1st Reading: June 25, 2020
City Council 2nd Reading: July 9, 2020

LOCATION:

630 North 5th Street, 629 North 6th Street and approximately 2.1 acres of vacant land within Original Town of Abilene.

Legal Description: Lots 7-12 in Block 66, Lots 1-6,7,8 and 12 in Block 67 as well as Lot 7 and the south 11-feet of Lot 8 in Block 104 of Original Town Abilene, Abilene, Taylor County, Texas.

PROPOSAL AND REQUESTED ACTION:

The applicants are requesting to rezone the subject properties from Multi-Family (MF) and Light Industrial (LI) zoning to Planned Development District (PDD-166). This Planned Development District will provide a base underlying zoning of Central Business (CB) while permitting light manufacturing uses as well as wholesale and storage (indoor) as defined within Section 5.1.1.3 “Land Use Definitions” found within Abilene’s Land Development Code.

APPLICATION REVIEW:

According to Section 1.4.1.4 (Criteria for Approval) in the City of Abilene Land Development Code, the Planning & Zoning Commission and City Council may consider the following factors in making a determination regarding requested zoning 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 Plan of the Comprehensive Plan Map designates this general area as the ‘Central Business District’. According to the comprehensive plan, new growth in the “central city” will be accommodated primarily through compatible infill development, commercial and civic activity centers, and community enhancement corridors; rather than development on the periphery of the City’s boundaries. This approach to future development will create a more livable, vibrant and cost-effective city. This proposed zone change will promote a wider range of commercial activity as well as achieve the Comprehensive Plans objective of infill and redevelopment.

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

The base zoning classification of Central Business (CB) in the proposed Planned Development (PD) and the additional permitted use of alcohol manufacturing and other light manufacturing as well as wholesale and storage (indoor) allowed by the proposed zone change would be appropriate in the immediate area, due to existing surrounding land uses. This rezone request also continues the ongoing trend of industrial zoning districts becoming Central Business (CB) within Downtown Abilene. Central Business (CB) is considered a more retail-friendly zone than industrial zoning districts, allowing for typical uses you would ordinarily associate with city downtowns.

The subject lots have been zoned Light Industrial and Multi-Family since at least 1974 and was part of the Original Townsite of Abilene, incorporated in 1895.

	Zoning	Existing Land Use
North	MF/LI	Mixed Retail / Vacant Land
South	PD/LI	Warehousing
East	HC	Residence (1) / Vacant Lots / Church Parking
West	LI	Warehousing / Light Manufacturing

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

This proposed zoning request will not have a negative impact on surrounding public schools, streets, water supply, sanitary sewers, and other public services or utilities. The subject property adjoins fully improved and paved streets, and fully improved water and sewer lines. Staff feels the proposed rezoning and potential uses would not negatively affect the public health, safety, morals, or general welfare of the surrounding residents or property owner(s).

STAFF COMMENTS:

The applicant's request is to rezone from a mixture of Light Industrial (LI) and Multi-Family (MF) to Planned Development (PD) zoning which will allow 'light manufacturing' of alcoholic beverages, along with all other uses which would be considered light manufacturing as well as wholesaling and storage (indoor) as defined in Abilene's Land Development Code. Furthermore, the Planned Development (PD) will have a base or default zoning of CB and will permit all uses within this zoning district. The initial proposal which has led to this zone change request was the intent to manufacture, store and distribute alcohol at 630 N 5th Street which occupies Lots 7&8 in block 67. These lots currently fall within Light Industrial (LI) zoning which permits these uses, however there are long term plans to expand operations to include a tasting room or potentially a brewpub, restaurant or perhaps an event space. These are examples of commercial uses which are not permitted within Light Industrial (LI) Zoning, but are allowed within Central Business (CB).

A Planned Development District is a custom-made zoning classification tailored to meet the unique demands of some particular proposed use(s) set in the specific environment where such use(s) is (are) planned to be located.

It is of the opinion of staff that the proposed rezoning and redevelopment (as well as potential uses permitted

by such rezoning) will be consistent with existing and emerging uses (as well as with the zoning) of nearby properties. Central Business (CB) zoning as well as light manufacturing uses have long existed on many of the surrounding properties. The proposed Planned Development (PD) zoning with a base zoning of Central Business (CB) will coincide with prevalent retail, entertainment and even residential trends emerging within Downtown Abilene.

STAFF RECOMMENDATION:

City staff recommends approving this proposed Planned Development District. The rezoning request complies with section 1.4.1.4 (Criteria for Approval). The proposed Planned Development zoning will allow the currently vacant buildings and properties to be developed with compatible uses in this area of town. Furthermore, the subject properties are located within the Neighborhood Empowerment Zone (78-2018), a zone designed to promote infill redevelopment in “economically distressed” areas.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning & Zoning Commission recommended approval by a vote of seven (7) to zero (0), June 2, 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
ALVAREZ SILVANO	518 N TREADAWAY BL	
CHAMBERS KAREN D	635 PLUM ST	
CORPIAN GARY LEE & MARILU LEE	526 N TREADAWAY BL	
DBD ENTERPRISES LLC	434 ASH ST	
DOUBLE R PLUMBING LLC	417 ASH ST	
FIRST MEXICAN BAPTIST	442 N TREADAWAY BL	
GARUS-OAB ELTON DONEWALD	510 N TREADAWAY BL	
GARZA MARICELA IGLESIAS	618 ASH ST	
GEE WILLIS & NELL	630 ASH ST	
HUNTER EDWARD	617 ASH ST	
JAR LAND INVESTMENTS LLC	634 PLUM ST	
JAR LAND INVESTMENTS LLC	642 PLUM ST	
JONES CAROLYN YUVONNE	626 ASH ST	
LUTHER JEFF	601 PLUM ST	
LUTHER JEFF	629 N 6TH ST	
LUTHER JEFF	601 PLUM ST	
LUTHER MELINDA KATHARINE	718 N 5TH ST	
LUTHER MELINDA KATHARINE	533 PLUM ST	
LUTHER MELINDA KATHARINE	542 PLUM ST	
LUTHER MELINDA KATHARINE	510 PLUM ST	
LUTHER MELINDA KATHARINE	718 N 5TH ST	
LUTHER MELINDA KATHARINE TRUST	502 ASH ST	
LUTHER MELINDA KATHARINE TRUST	518 ASH ST	
LUTHER MELINDA KATHARINE TRUST	509 ASH ST	
LUTHER MELINDA KATHARINE TRUST	501 ASH ST	
LUTHER MELINDA KATHARINE TRUST	534 ASH ST	

MACEDONIA BAPTIST CHURCH	602 ASH ST	
MACEDONIA BAPTIST CHURCH	642 ASH ST	
MACEDONIA BAPTIST CHURCH	643 PLUM ST	
MACEDONIA BAPTIST CHURCH	610 ASH ST	
MC LEMORE EDDIE TR	541 ASH ST	
MGM CONTROLS LLC	741 N 5TH ST	
NEW LIGHT BAPT CHURCH	518 N 6TH ST	
NEW LIGHT BAPTIST CHURCH	601 ASH ST	
NEW LIGHT BAPTIST CHURCH	603 ASH ST	
NEW LIGHT BAPTIST CHURCH	609 ASH ST	
NEW LIGHT BAPTIST CHURCH TR	533 ASH ST	
NEW LIGHT BPT CHURCH	542 N TREADAWAY BL	
NEW LIGHT BPT CHURCH	534 N TREADAWAY BL	
NEW LIGHT MISSIONARY	525 ASH ST	
PORTLOCK WALTER	517 PLUM ST	
ROBINSON KIRT D	502 N TREADAWAY BL	
ROUNSAVILLE DEE & GLORIA	702 N 6TH ST	
ROUNSAVILLE DEE & GLORIA	704 N 6TH ST	
ROUNSAVILLE DEE & GLORIA	712 N 6TH ST	
ROUNSAVILLE DEE & GLORIA	710 N 6TH ST	
ROUNSAVILLE DEE & GLORIA	708 N 6TH ST	
ROUNSAVILLE DEE & GLORIA	706 N 6TH ST	
TTY HOLDINGS LLC	630 N 5TH ST	
WARD JENNABETH L	609 PLUM ST	
WILCOX ROBERT L FAMILY LV TR	625 PLUM ST	
WILCOX ROBERT L FAMILY LV TR	617 PLUM ST	
YUMS INC	401 PLUM ST	

ATTACHMENTS:

- Application
- PowerPoint



Development Application

Planning

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

Project Name: Zoning change from LI/MF to PD on properties owned by Luther Construction and TTY, Holdings LLC.

Address: (a) 630 North 5th Street and (b) 542 Plum Street No. of lots: _____ Acreage: _____

Legal Description: _____

Subdivision Name: Original Town of Abilene (Downtown North) Block: _____ Lot: _____

Current Zoning: Light Industrial/Multi Family (LI/MF) Proposed Zoning (if applicable): Project Development (PD)

OWNER AND AUTHORIZATION

Owner Name: (a) TTY HOLDINGS, LLC and (b) JEFF LUTHER CONSTRUCTION CO.

Address: (a) 630 NORTH 5th STREET and (b) 542 PLUM STREET

City, State, Zip: ABILENE, TEXAS 79601 Fax: (325) 676-0505

Phone: (a) 325-665-0584 (b) 325-676-8294 Email: (a) tim@beltbuckledistillery.com (b) jeff@jefflutherconstruction.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) TIMOTHY G. YANDELL 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: *Timothy G. Yandell* Date: MAY 13, 2020

FOR OFFICE USE ONLY

Received: May 13, 2020 Fee: \$ NEZ Receipt No.: N/A

Case No.: 2-2020-08 Reviewed By: *Paul Smith*



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.

The request is being made by both property owners simultaneously to simplify the zoning change process and to facilitate shared property utility ambitions. Both property owners wish to expand commercial and property-development activities on Downtown Abilene's east side in synchronization with numerous development activities throughout Downtown. TTY Holdings' primary tenant, West Texas Spirits, LLC, needs the change to allow future operation of a tasting room on site without onerous requirements for admission fees or excessive regulation of on-site consumption of their products. The transition of adjacent property from Multi Family (MF) to Project Development (PD) will accomplish this while also opening other business development opportunities.



Development Application

RECOMMENDATIONS

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: Shirley A. Vandell DATE: May 13, 2020



Receives

5/12/2020, 2:49 PM

Lots 7-12, Block 66, Lots 1-6, 7, 8, 12, Block 67, and
 Lot 7 and S 11' of Lot 8 in Block 104 in Original Town
 Abilene,



New Light Missionary Baptist Church

518 North 6th Street @ Abilene, Texas 79601 (325) 677-5088

Website: newlightabilene.com

E-mail: newlightpastor@yahoo.com

Rev. Eddie Jordan, B. S., M.Th.

Pastor

Mr. Fred Famble, Chair
Planning and Zoning Commission
City of Abilene
555 Walnut Street
Abilene, Texas 79601

Dear Mr. Famble;

I am writing to express my approval and support on behalf of New Light Missionary Baptist Church for the rezoning of three of the church's lots located at: 525, 533 and 541 Ash Street. These three addresses are to be included and designated as part of the current Planned Development request submitted by TTY Holdings and the Melinda Luther Trust.

We as a church are keenly interested and excited about the future growth and development in the northeast quadrant of downtown Abilene and certainly desire to be an active partner.

Please feel free to contact me if you have any further questions.

Best regards,

Reverend Eddie Jordan, B.S., M.Th.

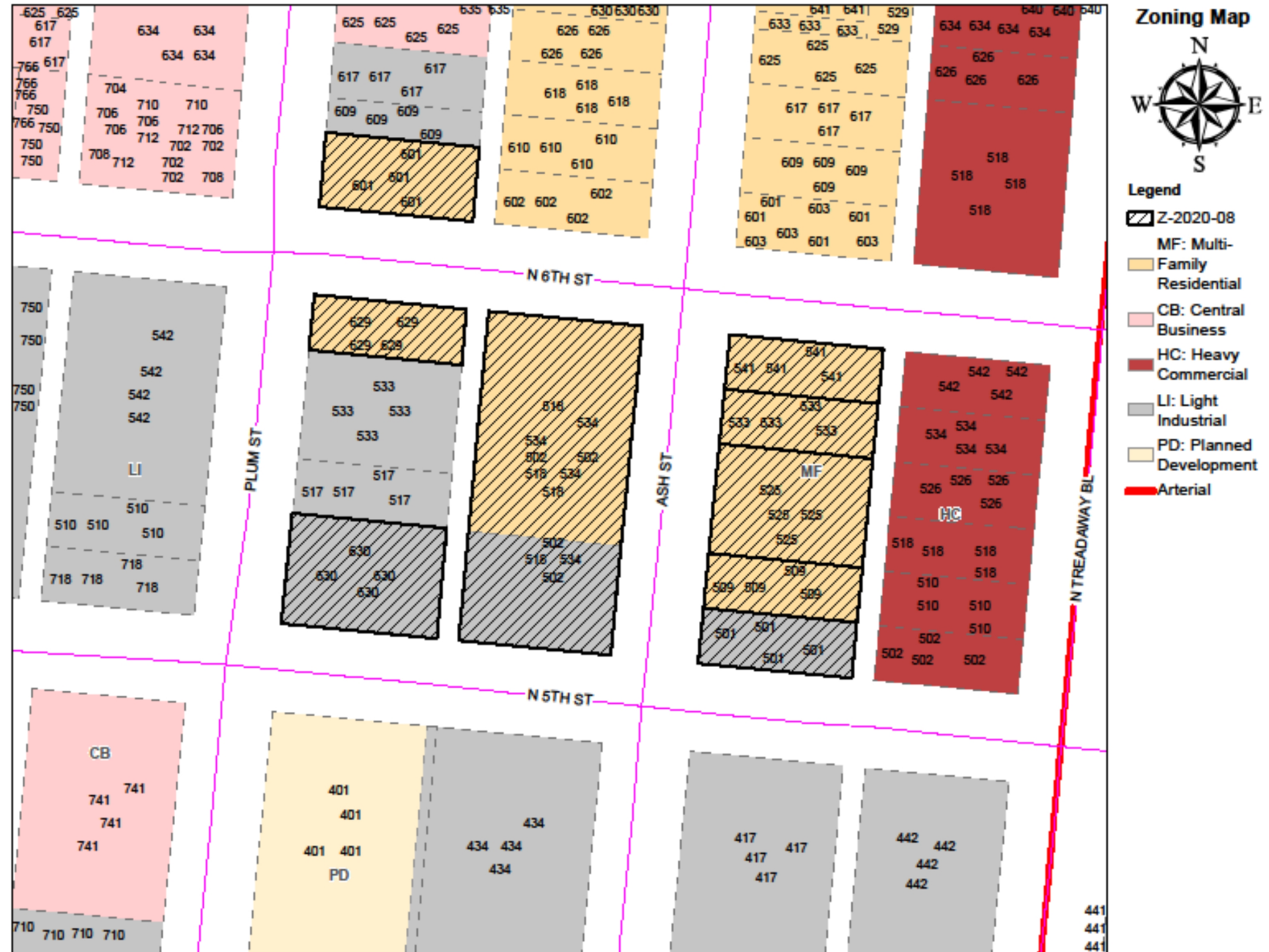
Pastor, New Light Missionary Baptist Church

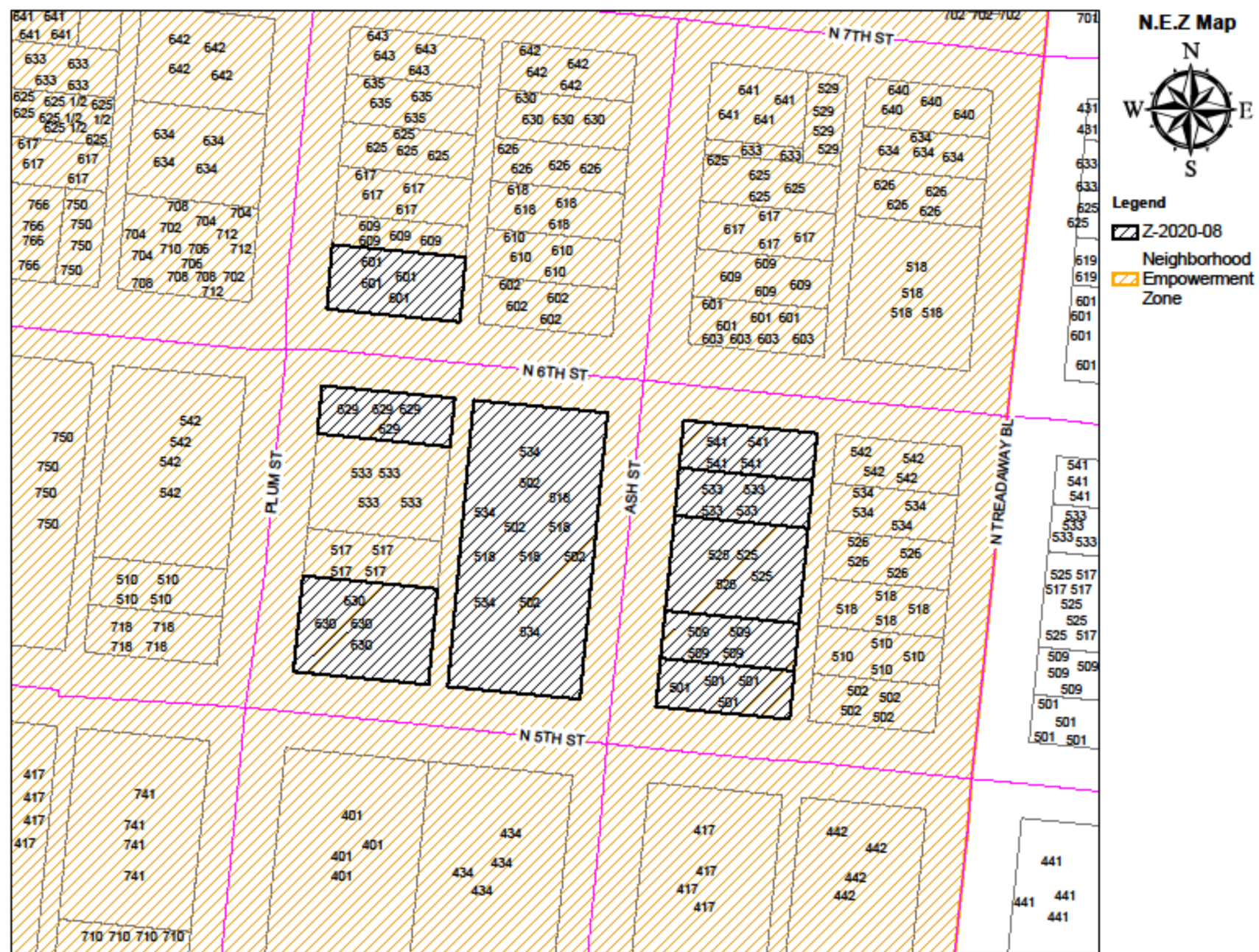
Case:	Z-2020-08
Owner:	TTY Holdings, LLC & Jeff Luther
Construction	
Agent:	Tim Yandell
Request:	Rezone the subject properties from Multi-Family (MF) and Light Industrial(LI) zoning to Planned Development District (PDD-166)
Location:	630 North 5th Street, 629 North 6th Street and approximately 2.1 acres of vacant land within Original Town of Abilene
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	June 2, 2020
City Council Hearing:	June 25, 2020 July 9, 2020

Z-2020-08 AERIAL LOCATION MAP



Z-2020-08 ZONING MAP





Permitted Uses in CB Zoning

RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached
- P Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Day Care Operation – Home-Based
- C Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Fuel Sales
- P Garage Sale
- P Home Occupation
- TP Itinerant Business
- P Manufacturing (incidental)
- TP Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage and parking)
- P Subdivision Sales Office (Temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- C Travel Trailers (accessory to hospitals)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- P Cultural Facilities
- P Recreation – Outdoors (passive)
- P Recreation and Commercial Entertainment – Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Ambulance Service
- P Fire/Police Station
- C Homeless/Emergency Shelter
- P Hospital
- P Medical/Dental Laboratory
- P Post Office
- C Rehabilitation Facility
- P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P Educational and Scientific Research
- P School: Public/Private
- P Trade/Business School
- P University/College

SERVICE

- P Funeral Home/ Mortuary/Morgue
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- P Printing, Copying, Reproduction, Publishing
- C Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Storage - Self-Service Units
- P Veterinary Service (small animals)

TRADE – RETAIL USES

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (indoor)
- C Retail Sales/Rental (outdoors, non-vehicle)

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Passenger Ground Transportation Terminal
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Permitted Uses in LI Zoning

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Drive-Through Facility
- TP Field Office or Construction Office (temporary)
- P Freight Container
- P Fuel Sales
- TP Itinerant Business
- P Manufacturing (incidental)
- C Mobile Home (permanent security residence)
- TP Mobile Home (temporary security residence)
- P Mobile Home or Temporary Building (office for sales and service)
- P Recreation Building, Multipurpose
- P Recycling Collection Point
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Adult Entertainment Enterprise
- C Cultural Facilities
- P Drive-in Theater
- C Motorized Racing
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Ambulance Service
- P Correction, Detention, or Penal Facilities
- P Fire/Police Station
- P Homeless/Emergency Shelter
- P Medical/Dental Laboratory
- P Military and Armed Forces Reserve Center
- P Post Office
- C Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P Educational and Scientific Research
- P School: Public/Private
- P Trade/Business School

SERVICE

- P/C Automobile Wash
- P Contractor Services
- P Funeral Home/ Mortuary/Morgue
- P Kennel (With Outdoor Pens)
- P Kennel (Without Outdoor Pens)
- P Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
- P Laundry/Dry Cleaning Services & Facilities

- P Office (general, professional, financial)
- P Printing, Copying, Reproduction, Publishing
- P Recycling Collection and Processing Center
- P Repair and Maintenance Services - Automobile/Small Truck (major)
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- P Repair and Maintenance Services (outdoors)
- P Repair and Maintenance Services (truck and other large vehicles)
- P Scales (public)
- P Storage - Self-Service Units
- P Tattoo Parlor
- P Taxidermist
- P Veterinary Service (all size animals)
- P Veterinary Service (small animals)
- P Wrecker/Towing

TRADE – RETAIL USES

- P Aircraft and Accessories
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Head Shop
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Retail Sales/Rental (automobile/small truck)
- P Retail Sales/Rental (indoor)
- P Retail Sales/Rental (outdoors, non-vehicle)
- P Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

- P Liquor, Wholesale/Distribution
- C Livestock – Wholesale or Auction
- P Wholesaling and Storage (indoor)
- P Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
- P Antenna Tower - Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Passenger Ground Transportation Terminal
- P Pressure Control Station
- P Public Utility Facility
- P Railroad Switching and Marshaling Yard
- P Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

- C Mining
- P Petroleum or Gas Well
- P Liquor
- P Manufacturing (light)
- P Urban Garden

LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





Z-2020-08 NOTIFICATION AREA MAP



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 5.1.1.3)
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 6/25/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **10. Ordinance (First Reading) Z-2020-09:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on request from Quality Implement Company, agents Gary and Diana Handley, to rezone property from Agricultural Open Space (AO) to General Commercial (GC) District located near northeast corner of Loop 322 and Industrial Boulevard (Mike Warrix)

GENERAL INFORMATION

Ordinance (First Reading) Z-2020-09: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on request from Quality Implement Company, agents Gary and Diana Handley, to rezone property from Agricultural Open Space (AO) to General Commercial (GC) District located near northeast corner of Loop 322 and Industrial Boulevard

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Z-2020-09 council ordinance
2. 1- Z-2020-09 PZC full Staff Report
3. 2- Z-2020-09 PZC Presentation

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 25th day of June, 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 23th day of May, 2020, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 9th day of July, 2020, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 9th day of July, 2020.

ATTEST:

CITY SECRETARY

MAYOR

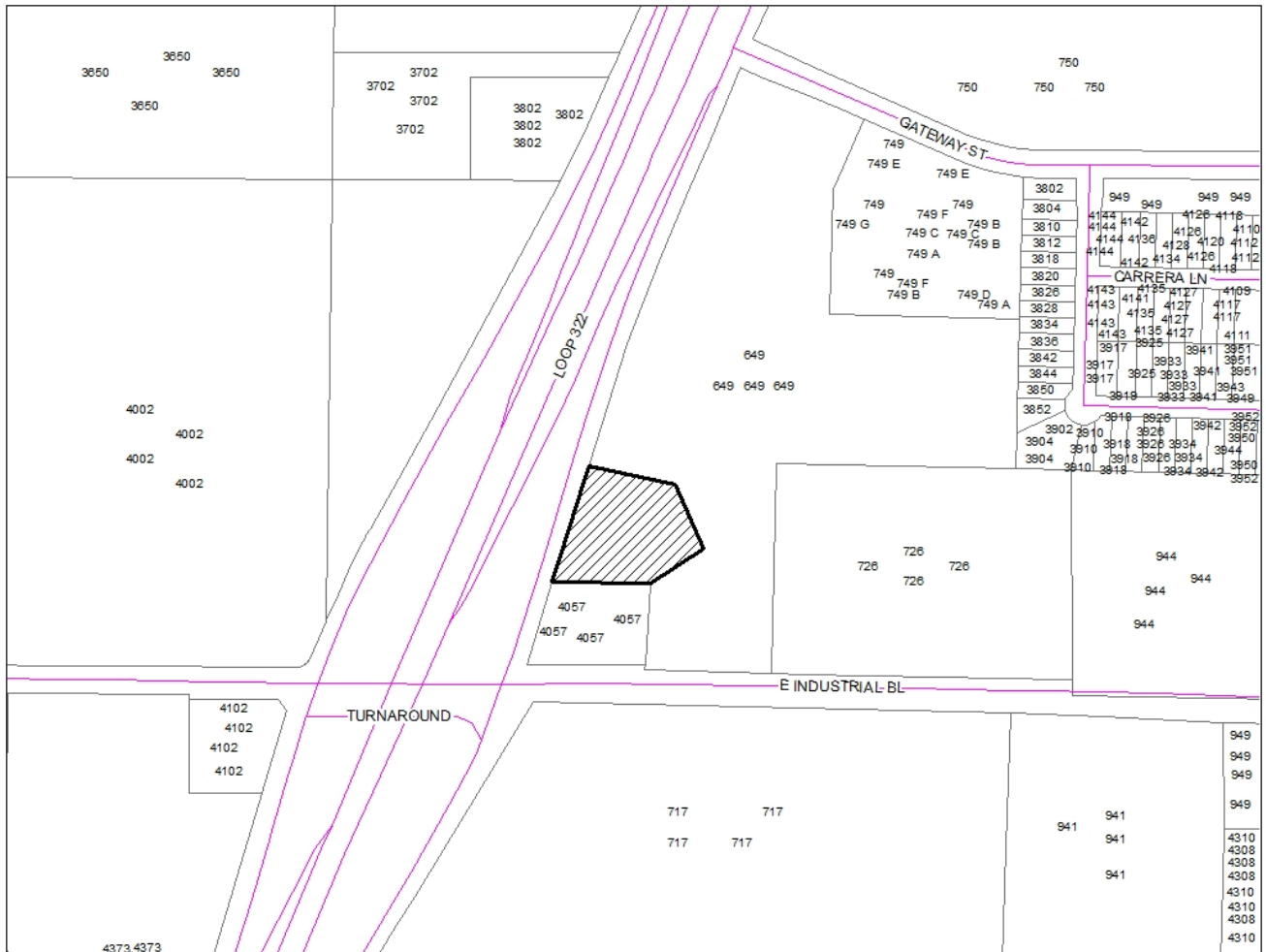
APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described tract, from an Agricultural Open Space (AO) to a General Commercial (GC) District:

Legal Description being approximately 1.85 acres of vacant land out of Southeast Quarter of Blind Asylum Lands, Section 62, City of Abilene, Taylor County, Texas and located near northeast corner of Loop 322 and Industrial Boulevard.



ZONING CASE Z-2020-09

STAFF REPORT



REQUEST: Rezoning

APPLICANT:

Owner: Gary & Diana Handley

Agent: Jeff Tickner of Quality Implement Company

HEARING DATES:

P & Z Commission: June 2, 2020

City Council 1st Reading: June 25, 2020

City Council 2nd Reading: July 9, 2020

LOCATION:

- 1.859 acres situated approximately 70 feet along the eastern frontage road of Loop 322. Between E. Industrial Boulevard and Gateway Street.
- Legal description(s): 1.859 acres out of Blind Asylum Lands Survey Number 62

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting to rezone from Agricultural Open (AO) to General Commercial (GC) in order to utilize the location for a wide range of commercial activities. In addition to the permitted uses in General Commercial (GC), the applicant will be seeking a Conditional Use Permit to allow the retail sale/rental of trucks and other large vehicles and equipment.

APPLICATION REVIEW:

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

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

The Future Land Use and Development Plan Map of the Comprehensive Plan designates this general area as a major commercial/business activity center. General Commercial (GC) zoning promotes the goal of the future land use plan as it intends to provide a wide range of retailing activities, personal and business services, and other commercial activities. Furthermore, the proposed zone change will promote the Comprehensive Plan's goal of achieving a mixture of land uses which will encourage a variety of activities, shorten automobile trips and promote pedestrian and bicycle accessibility.

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

The retail and commercial uses permitted by the proposed zone change would be appropriate in the immediate area. Rezoning this property will provide an opportunity for a wide range of commercial and retail opportunity, which will encourage the Comprehensive Plan's objective for providing a mixture of mutually supportive and integrated residential and non-residential land uses within a major commercial business center as designated on the Future Land Use and Development Plan Map.

The subject lot has been Agricultural Open (AO) since 1968. This lot will be incorporated into the lot to the north and east which are zoned General Commercial with a CUP attached (GC/CUP). The property to the south is a Gas convenience store zoned as Planned Development (PD). To the west is the loop 322 Expressway thoroughfare.

	Zoning	Existing Land Use
North	GC/CUP	Vacant Acreage
South	PD	Gas convenience store
East	GC/CUP	Vacant Acreage
West	N/A	Loop 322 Expressway

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

The subject property has access to existing water mains and sewer mains. Therefore water and sewer capacity should not be a limiting factor to the development of these properties.

According to the Land Development Code good automobile accessibility within General Commercial (GC) districts is essential. The subject property is located near the intersection of Loop 322 and East Industrial Boulevard. Traditional planning considers intersections of freeways and major arterial roads such as this to be customarily appropriate for commercial purposes.

STAFF COMMENTS:

The subject lot has been zoned Agricultural Open (AO) since at least 1968, when the property was annexed by the City of Abilene. The Agricultural Open Space (AO) district is typically used as a “holding zone”, until an applicant requests and the City considers a more intensive zoning district of the land. Over the years the properties surrounding this tract of land have undergone rezoning and development that is consistent with the Future Land Use and Development Plan’s goal of creating a major commercial business center in the area. Major commercial business centers are designed to provide mutually supportive activities in a single, integrated regional destination. General Commercial (GC) zoning will continue this trend by promoting a mix of mutually supportive uses within this designated major commercial/business activity center.

STAFF RECOMMENDATION:

Staff recommends approval of the request. The rezoning request complies with Section 1.4.1.4 (Criteria for Approval).

PLANNING AND ZONING COMMISSION RECOMMENDATION:

On June 2, 2020, the Planning and Zoning Commission recommended approval by a vote of seven (7) to zero (0).

NOTIFICATION:

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

Owner	Situs	Response
ABILENE STATE SCHOOL	726 E INDUSTRIAL BL	
HANDLEY GARY & DIANA FAMILY		
TEXAS REM INVESTMENTS LLC	4057 LOOP 322	
WINDMILL CIRCLE PARTNERS LP &	649 GATEWAY ST	In favor

ATTACHMENTS:

- Application
- PowerPoint



Development Application

Planning

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

Project Name: Quality Implement Co. John Deere
 Address: _____ No. of lots: _____ Acreage: 1.859
 Legal Description: A0679 SUR 62 B A L SE/4 Acres 1.859
 Subdivision Name: Neighborhood 986 Block: A0679000800 Lot: 108930
 Current Zoning: A0 Proposed Zoning (if applicable): GC with conditional use

OWNER AND AUTHORIZATION

Owner Name: Handley Gary + Diana Family
 Address: PO Box 1323
 City, State, Zip: Granbury TX 76048-8323 Fax: _____
 Phone: 928-899-4685 Email: _____

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

Agent Name: Jeff Tickner Quality Implement Co.
 Address: PO Box 159
 City, State, Zip: Munday, TX 76371 Fax: _____
 Phone: 325-201-5958 Email: JeffT@QualityImplement.com

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

Signature Owner: Gary Handley + Diana Handley Date: 5/13/20

FOR OFFICE USE ONLY

Received: _____ Fee: \$ _____ Receipt No.: _____
 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.

Purpose of this requested change is to mirror the GC with conditional use of the adjacent property being purchased for a new John Deere dealership. Utilize the same conceptual drawing as used for the adjacent property.



Development Application

RECOMMENDATIONS

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

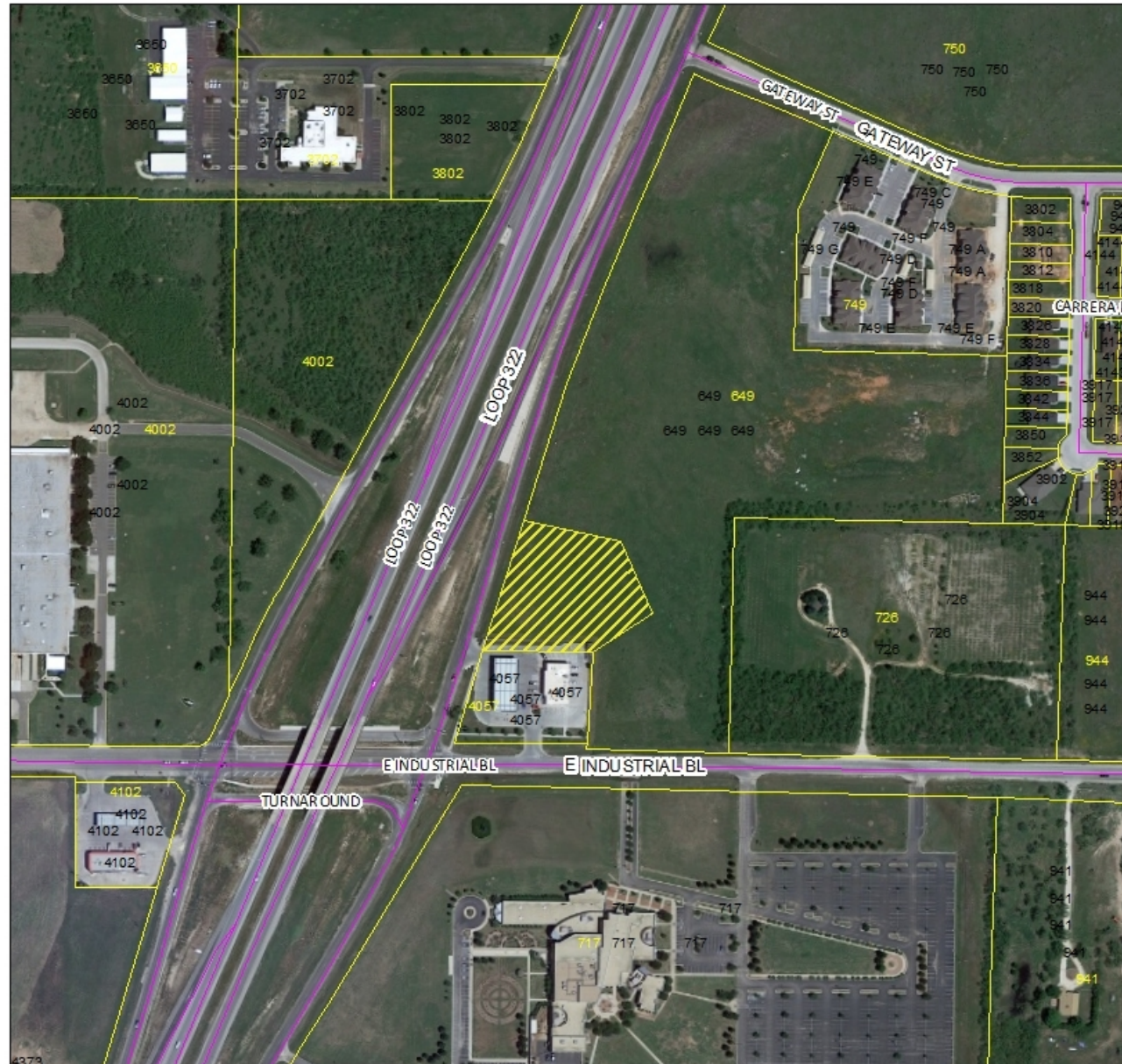
The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

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

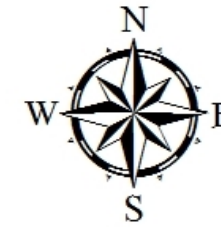
SIGNED: *Gay Handley, Diana & Sandra* DATE: 5/13/20

Case: Z-2020-09
Owner: Gary & Diana Handley
Agent: Jeff Tickner of Quality Implement Company
Request: Rezone from AO to GC
Location: 1.859 acres on the eastern frontage road of LP
322, between East Industrial & Gateway St.
Notification: 1 in Favor, 0 Opposed
Planning & Zoning Recommendation: Approval

Z-2020-09 AERIAL LOCATION MAP



Location Map



Legend

 CUP-2020-03

Z-2020-09 ZONING MAP



Permitted Uses in GC Zoning

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- TP Itinerant Business
- P Manufacturing (incidental)
- C Mobile Home (permanent security residence)
- TP Mobile Home (temporary security residence)
- C Mobile Home or Temporary Building (office for sales and service)
- P Recycling Collection Point
- C Travel Trailers (accessory to hospitals)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- P Cultural Facilities
- P Drive-in Theater
- P Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Recreation and Commercial Entertainment – Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Ambulance Service
- P Fire/Police Station
- C Homeless/Emergency Shelter
- P Hospital
- P Medical/Dental Laboratory
- P Post Office
- C Rehabilitation Facility
- P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P Educational and Scientific Research
- P School: Public/Private
- P Trade/Business School
- P University/College

SERVICE

- P/C Automobile Wash
- C Contractor Services
- P Funeral Home/ Mortuary/Morgue
- C Kennel (With Outdoor Pens)
- P Kennel (Without Outdoor Pens)
- P Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- P Printing, Copying, Reproduction, Publishing
- C Recycling Collection and Processing Center
- P Repair and Maintenance Services - Automobile/Small Truck (major)
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Repair and Maintenance Services (outdoors)
- P Storage - Self-Service Units
- P Tattoo Parlor
- P Taxidermist
- P Veterinary Service (small animals)

TRADE – RETAIL USES

- C Aircraft and Accessories
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (automobile/small truck)
- P Retail Sales/Rental (indoor)
- P Retail Sales/Rental (outdoors, non-vehicle)
- C Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Antenna Tower - Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Passenger Ground Transportation Terminal
- P Pressure Control Station
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

subject property facing north east

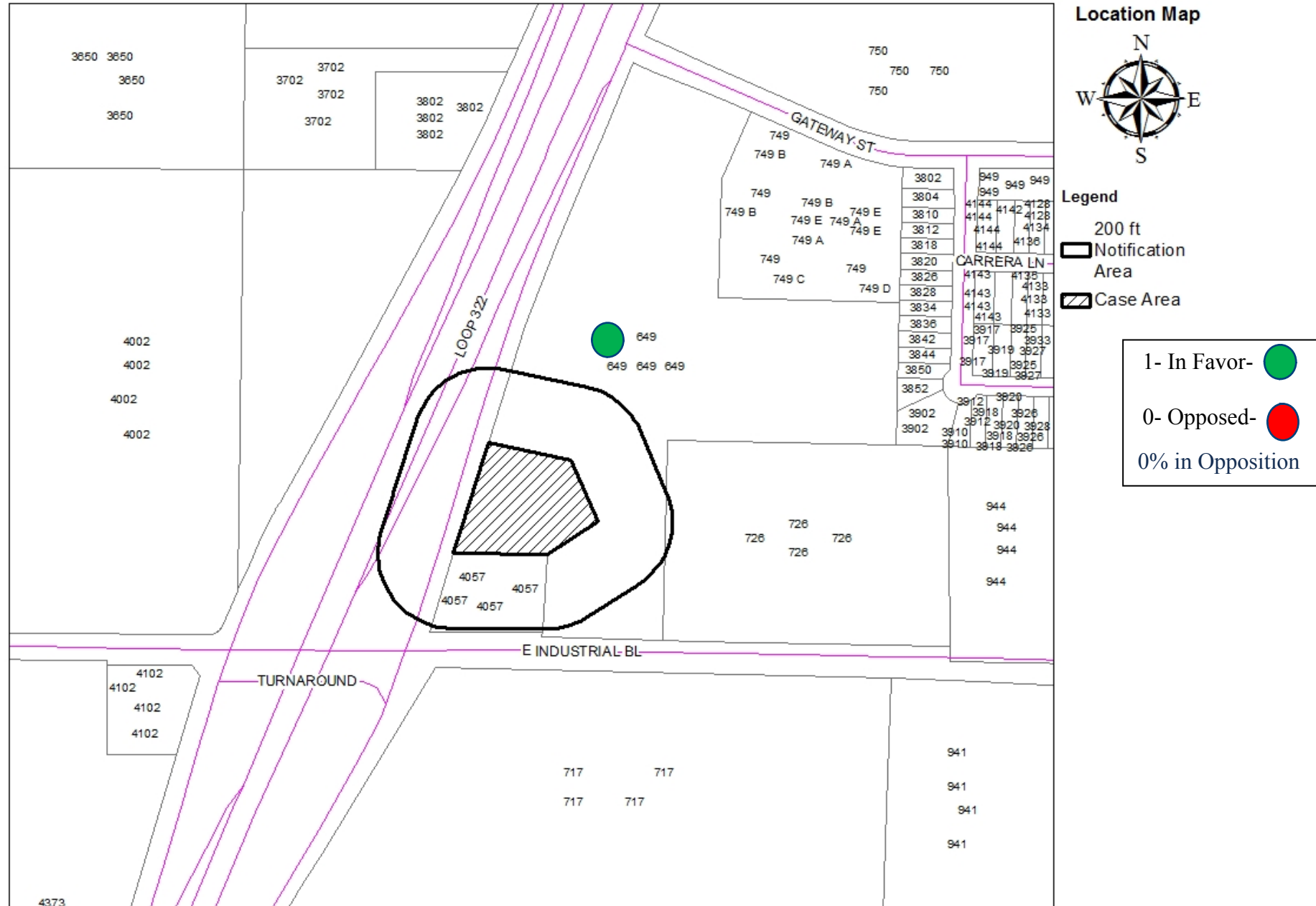


neighboring property to the south



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 2.3.3.9)
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Z-2020-09 NOTIFICATION AREA MAP



Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 6/25/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **11. Ordinance (First Reading) CUP-2020-03:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Quality Implement Company, agents Gary and Diana Handley, for Conditional Use Permit allowing retail sale and rental of trucks and other large vehicles and equipment in a General Commercial District located near northeast corner of Loop 322 and Industrial Boulevard *(Mike Warrix)*

GENERAL INFORMATION

Ordinance (First Reading) CUP-2020-03: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Quality Implement Company, agents Gary and Diana Handley, for Conditional Use Permit allowing retail sale and rental of trucks and other large vehicles and equipment in a General Commercial District located near northeast corner of Loop 322 and Industrial Boulevard

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. CUP-2020-03 council ordinance
2. 1-CUP-2020-03 PZC full staff report
3. CUP-2020-02 graphic concept plan one
4. 2-CUP-2020-03 Council Presentation

ORDINANCE NO. _____

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

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

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

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

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

PASSED ON FIRST READING the 25th day of June, 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 23rd day of May, 2020, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 9th day of July, 2020, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 9th day of July, 2020.

ATTEST:

CITY SECRETARY

MAYOR

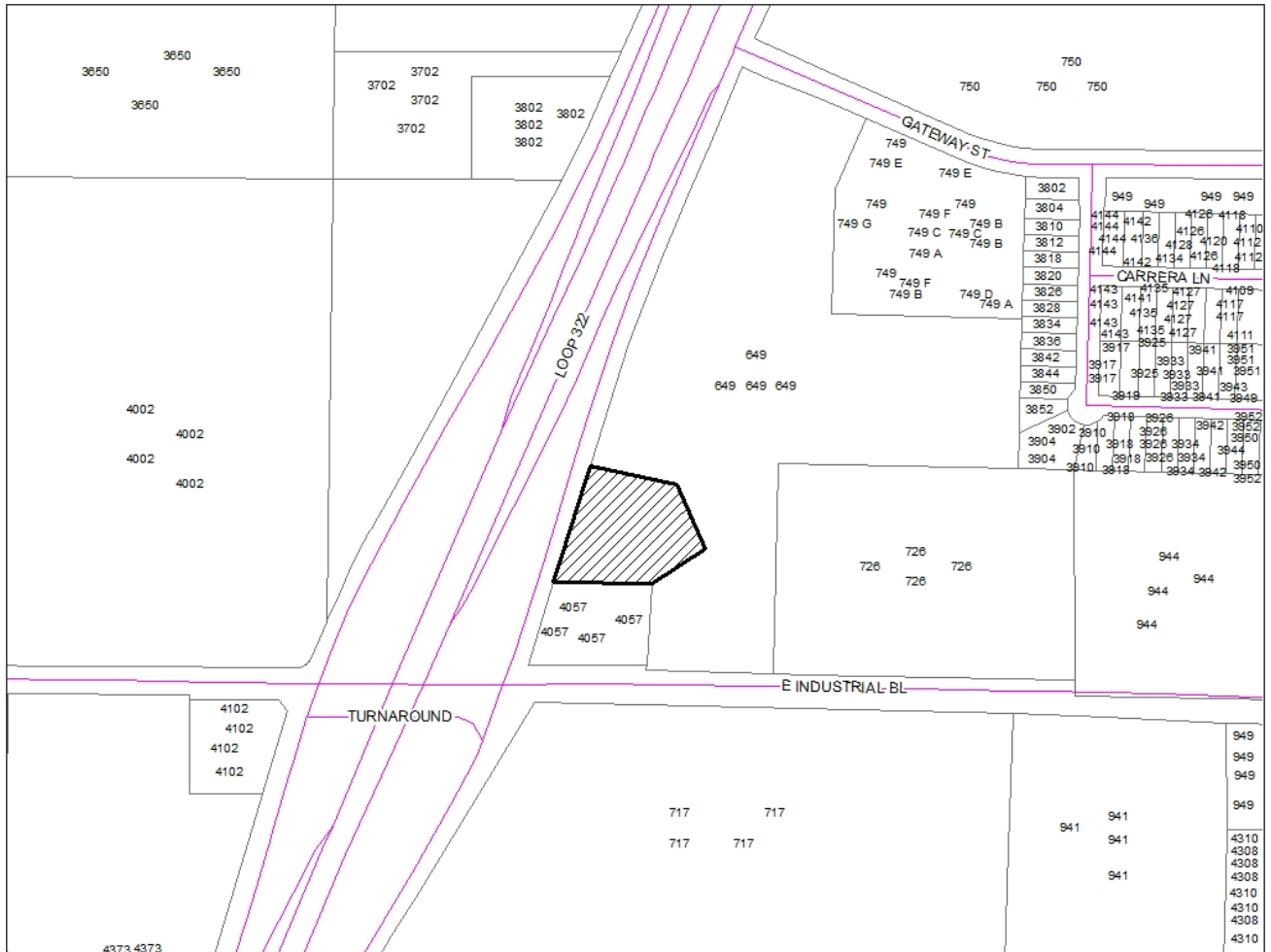
APPROVED:

CITY ATTORNEY

EXHIBIT A

Conditional Use Permit (CUP) to allow Retail Sales/Rental of Trucks as well as Other Large Vehicles and Equipment on the following described property in a General Commercial (GC) zoning district:

Legal Description being approximately 1.85 acres of vacant land out of Southeast Quarter of Blind Asylum Lands, Section 62, City of Abilene, Taylor County, Texas and located near northeast corner of Loop 322 and Industrial Boulevard.



ZONING CASE CUP-2020-03

STAFF REPORT



REQUEST: Conditional Use Permit

APPLICANT:

Owner: Gary & Diana Handley

Agent: Jeff Tickner of Quality Implement Company

HEARING DATES:

P & Z Commission: June 2, 2020

City Council 1st Reading: June 25, 2020

City Council 2nd Reading: July 9, 2020

LOCATION:

- 1.859 acres situated approximately 70 feet along the eastern frontage road of Loop 322. Between E. Industrial Boulevard and Gateway Street.
- Legal description(s): 1.859 acres out of Blind Asylum Lands Survey Number 62

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting a Conditional Use Permit (CUP) to allow retail sale/rental of trucks and other large vehicles and equipment in General Commercial (GC) Zoning.

BACKGROUND:

The subject property has been zoned Agricultural Open Space (AO) since at least 1968, when the property was annexed by the City of Abilene. This property has remained vacant since being annexed into the City of Abilene. Agricultural Open Space (AO) zoning is typically used as a “holding zone”, until an applicant requests a more intensive zoning district for the land. One such request is being reviewed concurrent to this proposed Conditional Use Permit. Approval of this Conditional Use Permit (CUP) shall be subject to the approval of the requested zone change to this parcel from Agricultural Open (AO) to General Commercial (GC) zoning. This Conditional Use Permit will allow the retail sale/rental of large vehicles and equipment by John Deere at this location.

ANALYSIS:

Criteria Analysis:

Staff has reviewed the request based upon the factors established in Section 1.4.3.1, Criteria for Approval, of the Land Development Code. These factors are identified and addressed below:

1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.

Yes, the Comprehensive Plan designates the property to be located within a “Major Commercial Business Center.” The Comprehensive Plan details this area to “Provide the highest level of commercial, service, and employment concentration outside of downtown.”

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.

Yes, subject to approval of the proposed zone change from Agricultural Open (AO) to General Commercial (GC) Zoning. General Commercial (GC) zoning is intended to provide a wide range of retailing activities, personal and business services, and other commercial activities. General Commercial (GC) district regulations are designed to permit development of commercial activities which are generally not appropriate within other commercial districts, such as NR and CB districts. (Section 2.3.3.9)

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

4. This tract of land will be incorporated into a much larger tract of land to the North zoned GC/CUP which requires a "type B" land use buffer.

5. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.

Yes, the proposed use will not generate pedestrian and vehicular traffic that will be hazardous or conflict with existing and anticipated traffic.

6. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.

No, the proposed use will not incorporate roadway adjustments, traffic control devices, mechanisms and access restrictions. However, there should be no increased traffic generated by the proposed use of the site.

7. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.

This tract of land will be incorporated into a much larger tract of land to the North zoned GC/CUP which requires a "type B" land use buffer.

8. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.

Yes, if the requested change of zoning to General Commercial (GC) is approved, the proposed use meets the standards for the zoning district.

Comprehensive Planning Analysis

The Future Land Use and Development Plan Map of the Comprehensive Plan designates this general area as a major commercial/business activity center. Approval of the Conditional Use Permit promotes the goal of the future land use plan as it intends to provide a wide range of retailing activities, employment opportunities as well as personal and business services within the major commercial business center. Additionally, the subject property is located at the intersection of a major arterial road and expressway. Traditional planning considers locations such as this ideal for commercial activity as this optimizes public access and exposure necessary for success.

STAFF RECOMMENDATION:

Staff recommends approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

On June 2, 2020, the Planning and Zoning Commission recommended approval by a vote of seven (7) to zero (0).

Location	Zoning	Existing Land Use
North	GC/CUP	Vacant Acreage
South	PD	Gas convenience store
East	GC/CUP	Vacant Acreage
West	N/A	Loop 322 Expressway

NOTIFICATION:

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

Owner	Situs	Response
ABILENE STATE SCHOOL	726 E INDUSTRIAL BL	
HANDLEY GARY & DIANA FAMILY		
TEXAS REM INVESTMENTS LLC	4057 LOOP 322	
WINDMILL CIRCLE PARTNERS LP &	649 GATEWAY ST	

ATTACHMENTS:

- Application
- PowerPoint





Development Application

Planning

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

Project Name: Quality Implement Co. John Deere
 Address: _____ No. of lots: _____ Acreage: 1.859
 Legal Description: A0679 SUR 62 B A L SE/4 Acres 1.859
 Subdivision Name: Neighborhood 986 Block: A0679000800 Lot: 108930
 Current Zoning: A0 Proposed Zoning (if applicable): GC with conditional use

OWNER AND AUTHORIZATION

Owner Name: Handley Gary + Diana Family
 Address: PO Box 1323
 City, State, Zip: Granbury TX 76048-8323 Fax: _____
 Phone: 928-899-4685 Email: _____

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

Agent Name: Jeff Tickner Quality Implement Co.
 Address: PO Box 159
 City, State, Zip: Munday, TX 76371 Fax: _____
 Phone: 325-201-5958 Email: JeffT@QualityImplement.com

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

Signature Owner: Gary Handley + Diana Handley Date: 5/13/20

FOR OFFICE USE ONLY

Received: _____ Fee: \$ _____ Receipt No.: _____
 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.

Purpose of this requested change is to mirror the GC with conditional use of the adjacent property being purchased for a new John Deere dealership. Utilize the same conceptual drawing as used for the adjacent property.



Development Application

RECOMMENDATIONS

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

PUBLIC NOTIFICATION

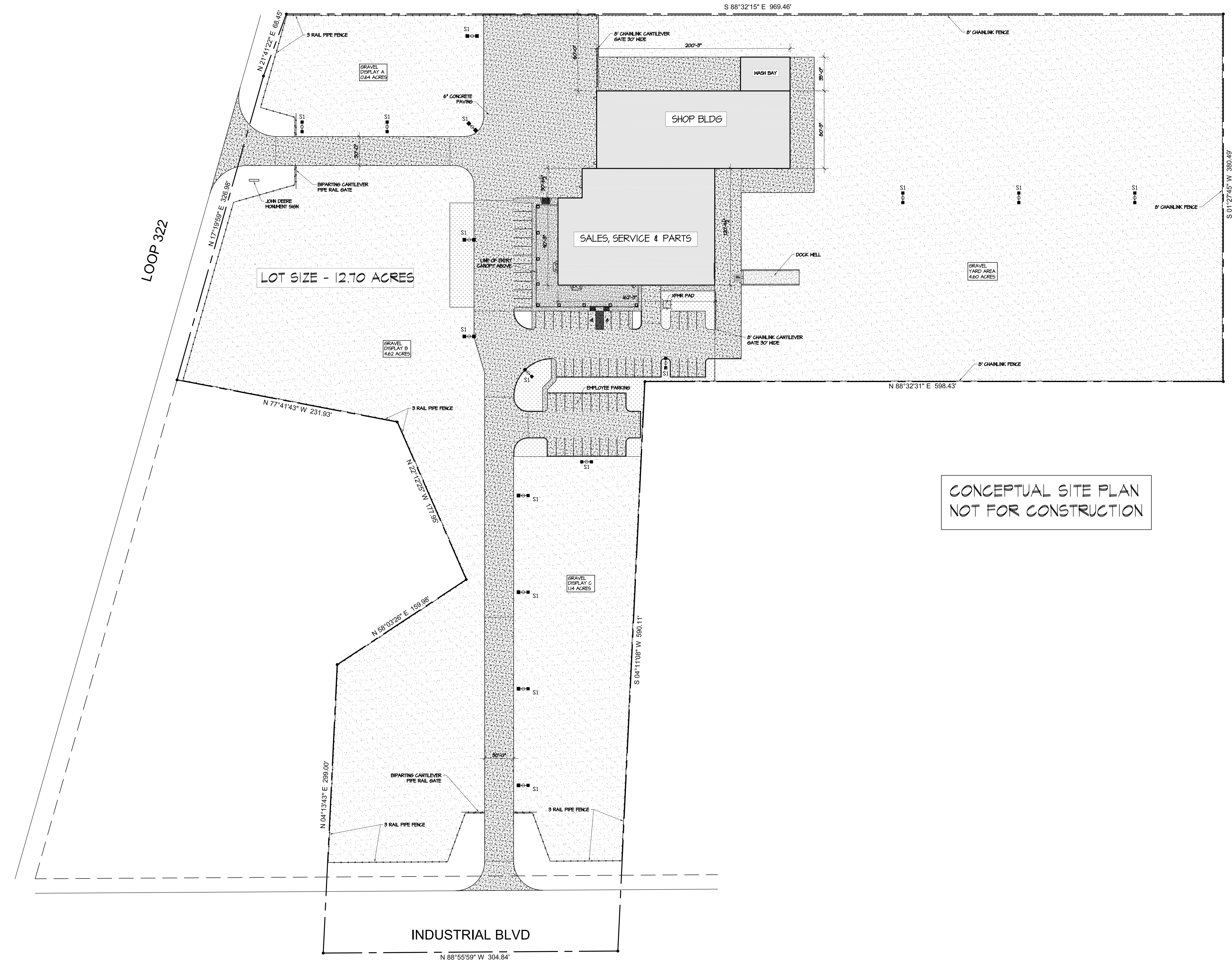
The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: *Gay Handley, Diana & Sandra* DATE: 5/13/20



CONCEPTUAL SITE PLAN
NOT FOR CONSTRUCTION

1 SITE PLAN

SCALE: 1" = 50'

REED CONSTRUCTION SERVICES, L.L.C.

LORENA, TEXAS 254-744-0608

reed@reedconstruction.org

DESCRIPTION

NO.

DATE

BY

REVISIONS

A NEW BUILDING FOR:

QUALITY IMPLEMENT CO.

ABILENE, TEXAS

LOOP 322

SITE LAYOUT

PLOTS/SCALE: FULL

JOB NO: 2020

DRAWN: DMR

CHECKED: DMR

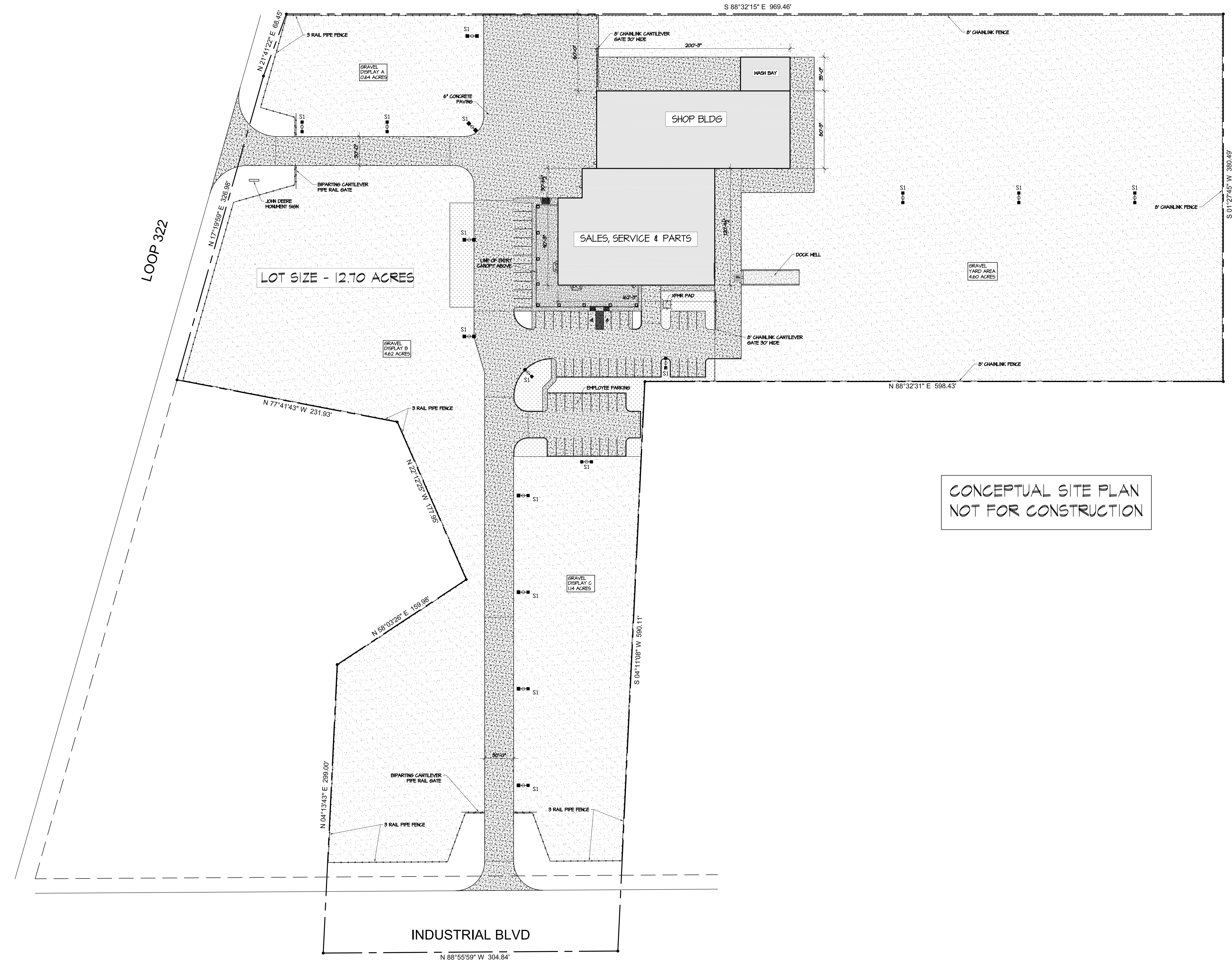
DATE: 12-17-19

Sheet

C1.0

of XX

Page 178 of 232



CONCEPTUAL SITE PLAN
NOT FOR CONSTRUCTION

1 SITE PLAN

SCALE: 1" = 50'

REED CONSTRUCTION SERVICES, L.L.C.

LORENA, TEXAS 254-744-0608

reed@reedconstruction.org

DESCRIPTION

REVISIONS

NO.

DATE

BY

A NEW BUILDING FOR:

QUALITY IMPLEMENT CO.

ABILENE, TEXAS

LOOP 322

SITE LAYOUT

PLOTS/SCALE: FULL

JOB NO: 2020

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Sheet

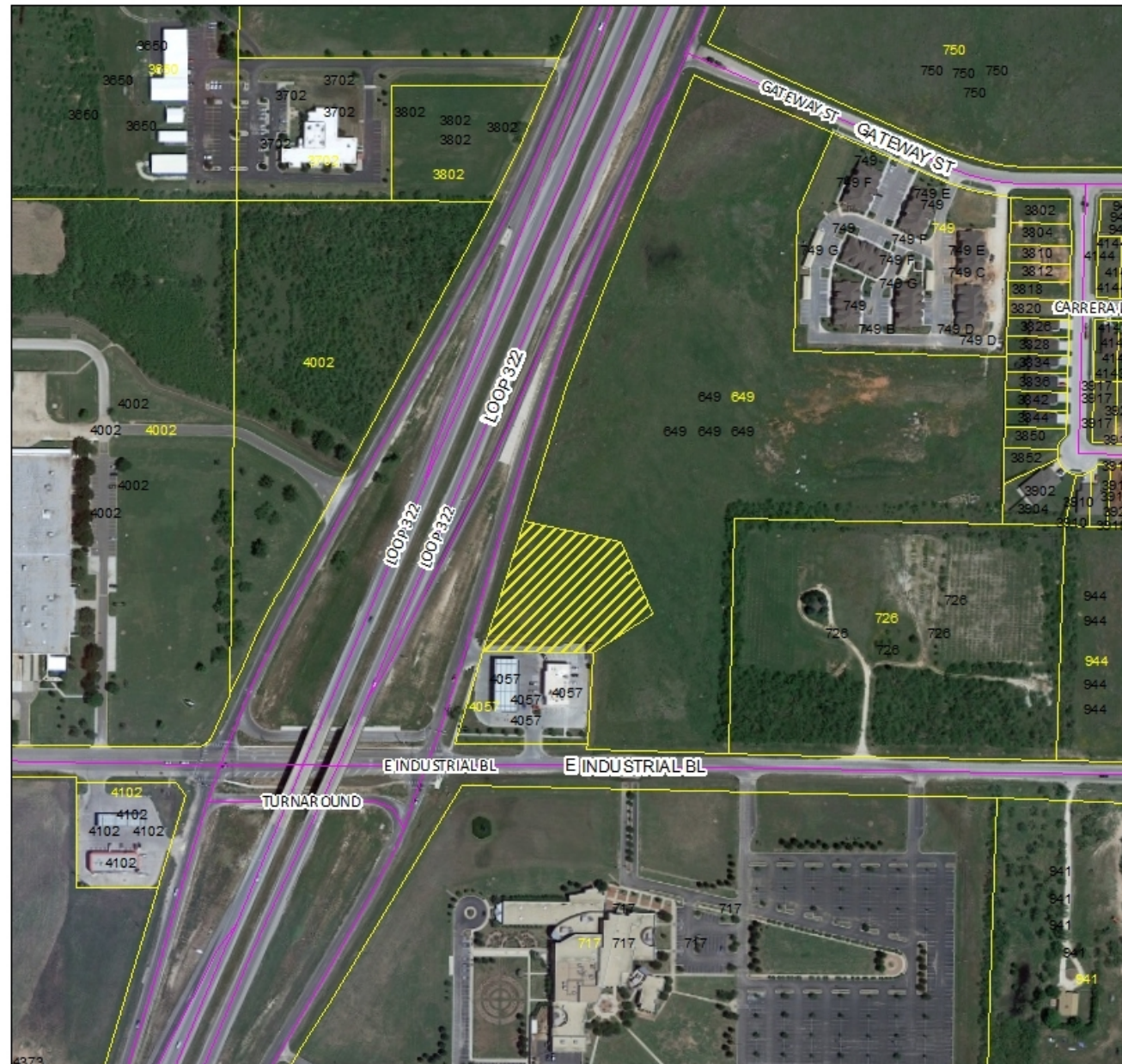
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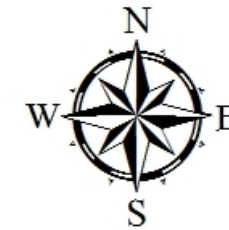
Page 179 of 232

Case:	CUP-2020-03
Owner:	Gary & Diana Handley
Agent:	Jeff Tickner of Quality Implement Company
Request:	Conditional Use Permit to allow retail sale/rental of trucks and other large vehicles and equipment.
Location:	1.859 acres on the eastern frontage road of LP 322, between East Industrial & Gateway St.
Notification:	0 in Favor, 0 Opposed
Planning & Zoning Recommendation: Approval	

CUP-2020-03 AERIAL LOCATION MAP

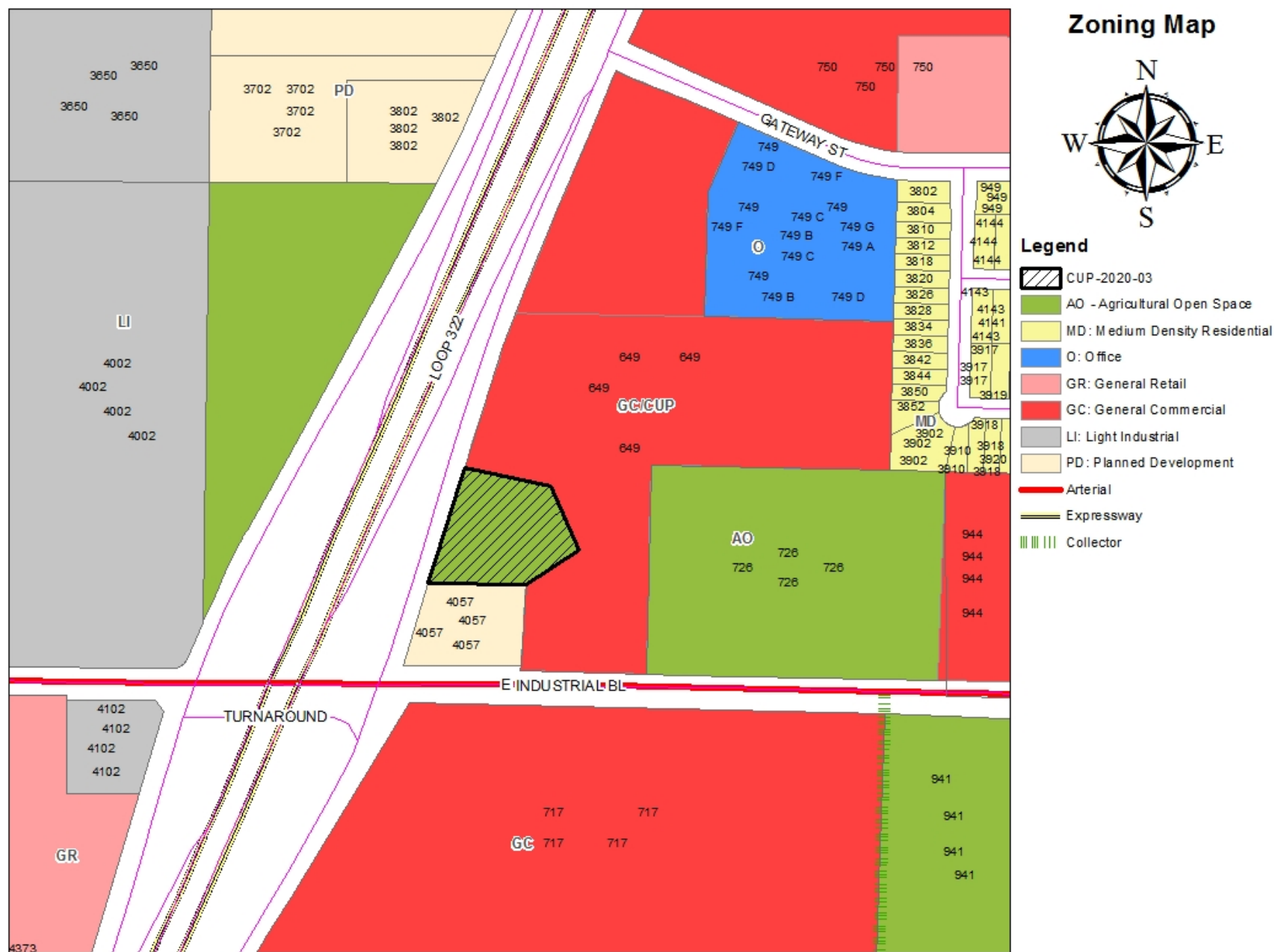


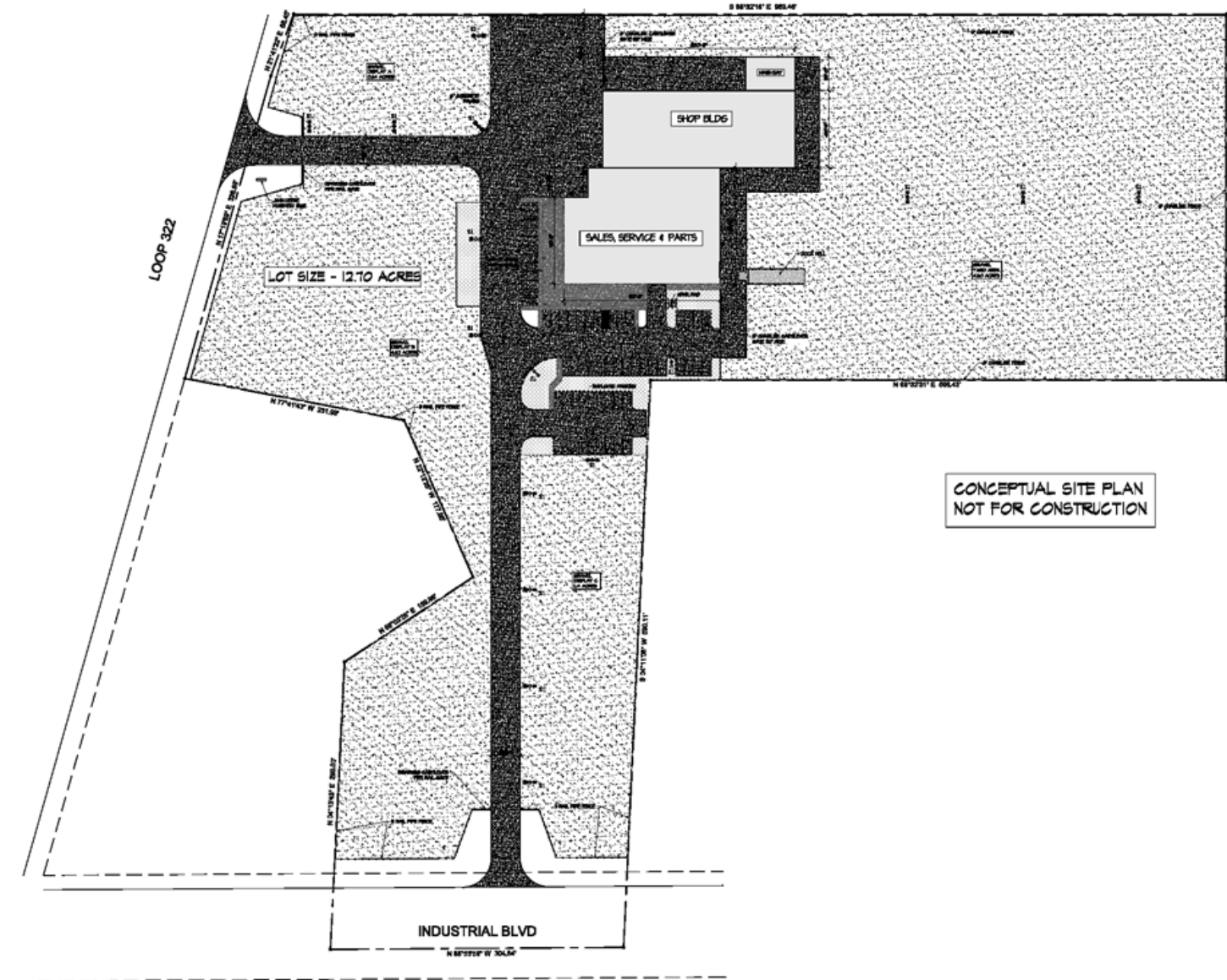
CUP Location Map



Legend

 CUP-2020-03





RED CONSTRUCTION SERVICES, L.L.C. LORENA, TEXAS 254-744-0608 www.redconstructionllc.com		NO. DATE DESCRIPTION REVISIONS
A NEW BUILDING FOR: QUALITY IMPLEMENT CO. ARLEN, TEXAS		BY
LOOP 322		DATE
SITE LAYOUT PLOT SCALE: 1" = 50' JOB NO: 20200 DRAWN: CPM CHECKED: CPM DATE: 02-17-21		BY
Sheet C10 of 20		DATE

Permitted Uses in GC Zoning

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- TP Itinerant Business
- P Manufacturing (incidental)
- C Mobile Home (permanent security residence)
- TP Mobile Home (temporary security residence)
- C Mobile Home or Temporary Building (office for sales and service)
- P Recycling Collection Point
- C Travel Trailers (accessory to hospitals)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- P Cultural Facilities
- P Drive-in Theater
- P Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Recreation and Commercial Entertainment – Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Ambulance Service
- P Fire/Police Station
- C Homeless/Emergency Shelter
- P Hospital
- P Medical/Dental Laboratory
- P Post Office
- C Rehabilitation Facility
- P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P Educational and Scientific Research
- P School: Public/Private
- P Trade/Business School
- P University/College

LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

SERVICE

- P/C Automobile Wash
- C Contractor Services
- P Funeral Home/ Mortuary/Morgue
- C Kennel (With Outdoor Pens)
- P Kennel (Without Outdoor Pens)
- P Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- P Printing, Copying, Reproduction, Publishing
- C Recycling Collection and Processing Center
- P Repair and Maintenance Services - Automobile/Small Truck (major)
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Repair and Maintenance Services (outdoors)
- P Storage - Self-Service Units
- P Tattoo Parlor
- P Taxidermist
- P Veterinary Service (small animals)

TRADE – RETAIL USES

- C Aircraft and Accessories
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (automobile/small truck)
- P Retail Sales/Rental (indoor)
- P Retail Sales/Rental (outdoors, non-vehicle)
- C Retail Sales/Rental (trucks and other large vehicles and equipment)**

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Antenna Tower - Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Passenger Ground Transportation Terminal
- P Pressure Control Station
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

subject property facing northeast

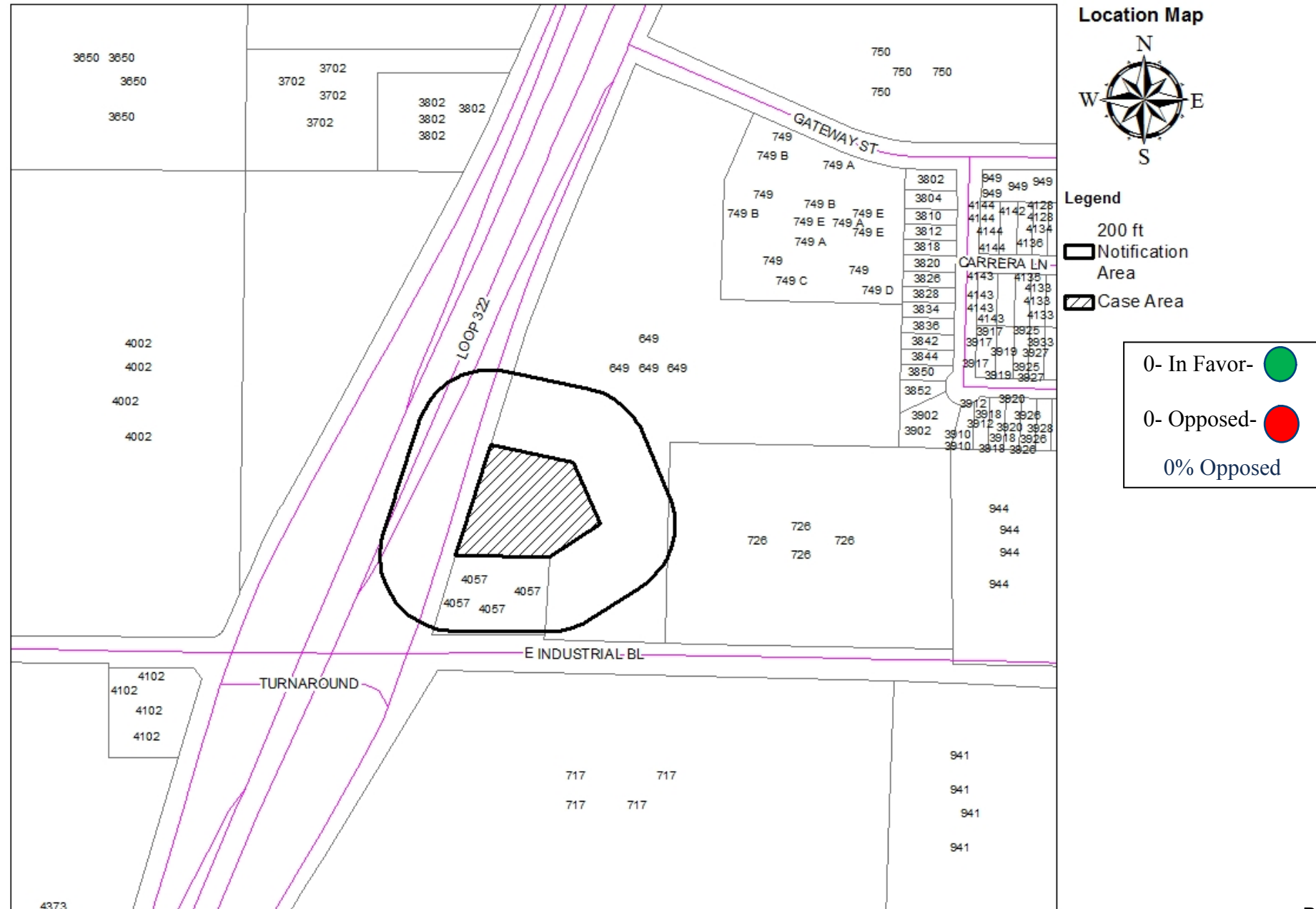


neighboring property to the south



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 2.3.2.1)
- Reviewed Pursuant to Section 1.4.3.5 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

CUP-2020-03 NOTIFICATION AREA MAP



Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 6/25/2020

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

FROM: **Robert Hanna, City Manager**

SUBJECT: **12. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Modifying and Extending the Declaration of Local Disaster Issued June 1, 2020 (*Robert Hanna*)**

GENERAL INFORMATION

On June 1, 2020, the City Council adopted a Further Modification and Extension of Declaration of Local Disaster due to the COVID-19 pandemic. That extension lasts through June 25, 2020.

On June 3, 2020, the Governor of the State of Texas issued his Executive Order GA-26, which furthers the reopening of the state of Texas, and which is effective state-wide until modified, amended, rescinded, or superseded by the Governor.

On June 11, 2020, the Governor of the State of Texas issued a Proclamation renewing his declaration stating that the novel coronavirus (COVID-19) poses an imminent threat of disaster to all counties in Texas.

SPECIAL CONSIDERATIONS

The Governor's Executive Order GA-26 supersedes any conflicting order issued by local officials in response to the COVID-19 disaster. This includes Mayors and City Councils. A local order may not restrict essential services or reopened services allowed by the Governor's orders. A local order may not allow gatherings prohibited by the Governor's orders. A local order may not expand the list of essential services or the list or scope of reopened services as set forth in the Governor's orders.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 7th Resolution Extending Declaration of Local Disaster COVID-19 (reopening) redline draft (1)
2. 7th Resolution Extending Declaration of Local Disaster COVID-19 (reopening) clean draft
3. GA-26
4. proc06112020
5. Disaster Declaration PPT (1)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL, CITY OF ABILENE, TEXAS, FURTHER MODIFYING ITS EXTENSION OF DECLARATION OF DISASTER ISSUED ON JUNE 1MAY-15, 2020.

WHEREAS, on March 16, 2020, the Mayor of the City of Abilene, by proclamation, issued a Declaration of Local Disaster; and

WHEREAS, on March 23, 2020, the City Council issued its Resolution Renewing and Continuing the Mayor's Declaration of Disaster Issued on March 16, 2020, which prohibited the social gathering of more than 10 persons; and

WHEREAS, on March 30, 2020, the City Council issued its Resolution Modifying its Extension of Declaration of Disaster, which created a limited shelter in place through 11:59 p.m., April 14, 2020; and

WHEREAS, on April 13, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which continued the limited shelter in place through 11:59 p.m., April 30, 2020; and

WHEREAS, on April 30, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-18; and

WHEREAS, on May 15, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-21; and

WHEREAS, on June 1, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-23, which was effective until June 25, 2020; and

WHEREAS, on June 3~~May 18~~, 2020, the Governor of the State of Texas issued his Executive Order GA-263, effective until it is modified, amended, rescinded, or superseded by the Governor through June 3, 2020, and which further expanded reopening of services as part of the safe, strategic plan to Open Texas in response to the COVID-19 disaster; and

WHEREAS, on June 11~~May 22~~, 2020, the Governor of the State of Texas issued a Proclamation which renewed the Declaration stating that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in Texas~~expanded the enumerated list of reopened services in Executive Order GA-23~~; and

~~WHEREAS~~, on May 26, 2020, the Governor of the State of Texas issued a Proclamation which ~~further expanded the enumerated list of reopened services in Executive Order GA-23; and~~

WHEREAS, because of the continuing risk of the rapid spread of the COVID-19 virus, the need to protect the most vulnerable members of the community, the intent to ensure that the maximum number of people self-isolate in their places of residence to the maximum extent feasible, while enabling essential services and commerce to continue, and the desire to slow the spread of COVID-19 to maximum extent possible, this Order is required; and

WHEREAS, this Order is issued based on evidence of increasing occurrence of COVID-19 within the City of Abilene and Taylor County, scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically; and

WHEREAS, the City Council has determined that extraordinary and immediate measures must continue to be taken to respond quickly to prevent and slow down community spread of COVID-19 in the City of Abilene; and

WHEREAS, the City Council finds that it is in the public interest to authorize additional authority as described herein pursuant to the Texas Disaster Act of 1975, as amended, Texas Government Code, and provide rules to protect the health of persons in the City of Abilene, pursuant to the Texas Government Code and Texas Health and Safety Code.

NOW THEREFORE, IT IS HEREBY RESOLVED AND DECLARED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

1. The foregoing recitals as incorporated herein and made findings of fact.
2. That the City Council, effective immediately, hereby renews and continues the local state of disaster for the City of Abilene, Texas, pursuant to Section 418.108(b) of the Texas Government Code.
3. Pursuant to Section 418.108(c) of the Government Code, this renewal and continuation of the declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
4. Pursuant to Section 418.108(d) of the Government Code, this renewal and continuation of the declaration of a local state of disaster continues activation of the emergency management plan for the City of Abilene. The furnishing of aid and assistance under the declaration is hereby authorized. The appropriate preparedness and response aspects of the plan are continued.
5. The use of all available resources of the City of Abilene that are reasonably necessary to cope with this disaster are hereby authorized.
6. To the extent permitted by law, any local ordinance or administrative rule prescribing the procedures for conduct of City business or any local ordinance or administrative rule that would in any way prevent, hinder, or delay necessary action in coping with this disaster,

including any local ordinance or administrative rule regarding contracting or procurement with would impede the City's emergency response necessary to cope with this declared disaster, are hereby suspended, but only for the duration of this declared local disaster and only for that limited purpose.

7. Pursuant to Section 418.108(g) of the Government Code, the City of Abilene may control ingress to and egress from a disaster area within the incorporated limits of the City of Abilene and control the movement of persons and the occupancy of premises in that area.
8. Pursuant to Section 122.006 of the Texas Health and Safety Code, the City of Abilene may adopt rules to protect the health of persons in the municipality, including quarantine rules to protect the residents against communicable disease.
9. The intent of this Order is to protect the physical health and well-being of City of Abilene residents, to protect the financial health and well-being of City of Abilene residents and businesses, and to slow the spread of COVID-19 to the maximum extent possible while safeguarding the Constitutional liberties of City of Abilene residents by utilizing the least restrictive means possible and encouraging the highest level of personal responsibility.

All persons should follow the CDC recommended guidelines to protect themselves from exposure and to protect the public from further community spread.

10. The City of Abilene hereby adopts and incorporates herein Governor Greg Abbott's Executive Order GA-263, ~~as modified by Proclamation~~, the same as if it was copied and set forth at length herein. The City of Abilene will follow and enforce the conditions and restrictions as set forth in GA-263, and adopts and incorporates any further Proclamations modifying, ~~amending or superseding~~ GA-263 ~~or future Executive Orders as may be issued by the Governor~~ during the term of Abilene's declaration of local disaster.

The City Manager is authorized without further Council action to enforce these provisions to the fullest extent allowed by law.

11. In the event the Governor of the State of Texas amends or modifies his Executive Order GA-263, this Declaration and Order is automatically amended or modified without further Council action to reflect said amendments or modifications to the Governor's Executive Order. It being the express intent of the City Council and this Declaration and Order to follow the Governor's Executive Order.
12. All public, private and commercial laboratories operating within the City of Abilene and performing COVID-19 testing shall report by 5:00 p.m. each day for the prior 24-hour period to the Abilene-Taylor County Public Health District the following information:

- (a) The number of COVID-19 tests performed;
- (b) The number of positive COVID-19 tests; and
- (c) The patient names and demographic information of positive COVID-19 tests.

This information will be used solely for public health purposes to monitor the testing conducted in the City of Abilene, and mitigate and contain the spread of COVID-19.

13. That any City ordinance or regulation imposing a time requirement for payment, filing or appealing a decision, may be extended by the Mayor without further confirmation by the City Council.
14. That the Mayor may suspend or modify any other ordinance or regulation of the City of Abilene for a period of not more than seven days from the date of this resolution unless continued or renewed by the City Council.
15. That the City Manager or designee of the City Manager is authorized, without further approval of the City Council, to:
 - (a) Make application for local, state and federal assistance as necessary and/or applicable;
 - (b) Accept on behalf of the City services, gifts, grants, equipment, supplies, and/or materials whether from private, nonprofit, or governmental sources;
 - (c) Enter into Interlocal cooperation agreements or memorandums of understanding with other cities, counties, or jurisdictions to provide for law enforcement assistance or other shared services to assist in this Resolution or the COVID-19 pandemic;
 - (d) Contract for expenditures for budgeted items and emergency expenditures in an amount not to exceed \$250,000; and
 - (e) Defer any fines or fees imposed by the City.

After cessation of this emergency and state of disaster, the City Manager shall provide the City Council a list of all actions taken under this paragraph.

16. That although not required by law and out of an abundance of caution, the City Manager is authorized to (and any prior acts in response to the COVID-19 pandemic are ratified):
 - (a) Close, including closure to the public, of any City offices, facilities, or properties, including parks, playgrounds, or playground equipment; and

- (b) Provide city services by means other than in-person delivery, such as accepting permit applications online or by mail only, and/or to cease any city service that are not required by state or federal law.
- 17. That any ordinances, rules, or regulations of the City of Abilene, Texas, that conflict with this Resolution are hereby suspended, such suspension to remain in effect until the state of disaster is terminated or until there is a subsequent Resolution of this Council, whichever occurs first.
- 18. That pursuant to Section 418.020(d) of the Texas Government Code, the City of Abilene is authorized to:
 - (a) Temporarily or permanently acquire by lease, purchase, or other means sites required for installation of temporary housing units or emergency shelters for disaster victims; and
 - (b) Enter into arrangements necessary to prepare or equip the site to use the housing units or shelters, including arrangements for the purchase of temporary housing units or shelters and the payment of transportation charges.
- 19. That failure to comply with any of the provisions of this Order constitutes an imminent threat to public health.
- 20. Pursuant to Section 418.173, Government Code, failure to comply with this Order is an offense punishable by a fine not to exceed \$1,000.
- 21. That any violation of this Resolution, Declaration and Order can be enjoined by the City of Abilene by a suit filed in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this Resolution, Declaration and Order or in the Code of Ordinances, City of Abilene, Texas.
- 22. That nothing in this Resolution, Declaration and Order shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this Resolution.
- 23. All provisions of this Resolution, Declaration and Order should be interpreted to effectuate its intent.

24. That this Declaration and Order is effective immediately and continues until 11:59 p.m. ~~July 23~~~~June 25~~, 2020 unless otherwise modified, terminated or extended.

25. That the terms and provisions of this Resolution, Declaration and Order shall be deemed to be severable and that if any section, subsection, sentence, clause, phrase or word herein shall be declared to be invalid or unconstitutional, the same shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word herein, and the remainder of this Resolution, Declaration and Order shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

ADOPTED this ~~25th~~~~1st~~ day of June, 2020.

ATTEST:

Anthony Williams, Mayor

Shawna Atkinson, City Secretary

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL, CITY OF ABILENE, TEXAS, FURTHER MODIFYING ITS EXTENSION OF DECLARATION OF DISASTER ISSUED ON JUNE 1, 2020.

WHEREAS, on March 16, 2020, the Mayor of the City of Abilene, by proclamation, issued a Declaration of Local Disaster; and

WHEREAS, on March 23, 2020, the City Council issued its Resolution Renewing and Continuing the Mayor's Declaration of Disaster Issued on March 16, 2020, which prohibited the social gathering of more than 10 persons; and

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WHEREAS, on May 15, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-21; and

WHEREAS, on June 1, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-23, which was effective until June 25, 2020; and

WHEREAS, on June 3, 2020, the Governor of the State of Texas issued his Executive Order GA-26, effective until it is modified, amended, rescinded, or superseded by the Governor, and which further expanded reopening of services as part of the safe, strategic plan to Open Texas in response to the COVID-19 disaster; and

WHEREAS, on June 11, 2020, the Governor of the State of Texas issued a Proclamation which renewed the Declaration stating that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in Texas; and

WHEREAS, because of the continuing risk of the rapid spread of the COVID-19 virus, the need to protect the most vulnerable members of the community, the intent to ensure that the maximum number of people self-isolate in their places of residence to the maximum extent feasible, while

enabling essential services and commerce to continue, and the desire to slow the spread of COVID-19 to maximum extent possible, this Order is required; and

WHEREAS, this Order is issued based on evidence of increasing occurrence of COVID-19 within the City of Abilene and Taylor County, scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically; and

WHEREAS, the City Council has determined that extraordinary and immediate measures must continue to be taken to respond quickly to prevent and slow down community spread of COVID-19 in the City of Abilene; and

WHEREAS, the City Council finds that it is in the public interest to authorize additional authority as described herein pursuant to the Texas Disaster Act of 1975, as amended, Texas Government Code, and provide rules to protect the health of persons in the City of Abilene, pursuant to the Texas Government Code and Texas Health and Safety Code.

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4. Pursuant to Section 418.108(d) of the Government Code, this renewal and continuation of the declaration of a local state of disaster continues activation of the emergency management plan for the City of Abilene. The furnishing of aid and assistance under the declaration is hereby authorized. The appropriate preparedness and response aspects of the plan are continued.
5. The use of all available resources of the City of Abilene that are reasonably necessary to cope with this disaster are hereby authorized.
6. To the extent permitted by law, any local ordinance or administrative rule prescribing the procedures for conduct of City business or any local ordinance or administrative rule that would in any way prevent, hinder, or delay necessary action in coping with this disaster, including any local ordinance or administrative rule regarding contracting or procurement with would impede the City's emergency response necessary to cope with this declared

disaster, are hereby suspended, but only for the duration of this declared local disaster and only for that limited purpose.

7. Pursuant to Section 418.108(g) of the Government Code, the City of Abilene may control ingress to and egress from a disaster area within the incorporated limits of the City of Abilene and control the movement of persons and the occupancy of premises in that area.
8. Pursuant to Section 122.006 of the Texas Health and Safety Code, the City of Abilene may adopt rules to protect the health of persons in the municipality, including quarantine rules to protect the residents against communicable disease.
9. The intent of this Order is to protect the physical health and well-being of City of Abilene residents, to protect the financial health and well-being of City of Abilene residents and businesses, and to slow the spread of COVID-19 to the maximum extent possible while safeguarding the Constitutional liberties of City of Abilene residents by utilizing the least restrictive means possible and encouraging the highest level of personal responsibility.

All persons should follow the CDC recommended guidelines to protect themselves from exposure and to protect the public from further community spread.

10. The City of Abilene hereby adopts and incorporates herein Governor Greg Abbott's Executive Order GA-26, the same as if it was copied and set-forth at length herein. The City of Abilene will follow and enforce the conditions and restrictions as set forth in GA-26, and adopts and incorporates any further Proclamations modifying, amending or superseding GA-26 during the term of Abilene's declaration of local disaster.

The City Manager is authorized without further Council action to enforce these provisions to the fullest extent allowed by law.

11. In the event the Governor of the State of Texas amends or modifies his Executive Order GA-26, this Declaration and Order is automatically amended or modified without further Council action to reflect said amendments or modifications to the Governor's Executive Order. It being the express intent of the City Council and this Declaration and Order to follow the Governor's Executive Order.
12. All public, private and commercial laboratories operating within the City of Abilene and performing COVID-19 testing shall report by 5:00 p.m. each day for the prior 24-hour period to the Abilene-Taylor County Public Health District the following information:

- (a) The number of COVID-19 tests performed;
- (b) The number of positive COVID-19 tests; and

(c) The patient names and demographic information of positive COVID-19 tests.

This information will be used solely for public health purposes to monitor the testing conducted in the City of Abilene, and mitigate and contain the spread of COVID-19.

13. That any City ordinance or regulation imposing a time requirement for payment, filing or appealing a decision, may be extended by the Mayor without further confirmation by the City Council.
14. That the Mayor may suspend or modify any other ordinance or regulation of the City of Abilene for a period of not more than seven days from the date of this resolution unless continued or renewed by the City Council.
15. That the City Manager or designee of the City Manager is authorized, without further approval of the City Council, to:
 - (a) Make application for local, state and federal assistance as necessary and/or applicable;
 - (b) Accept on behalf of the City services, gifts, grants, equipment, supplies, and/or materials whether from private, nonprofit, or governmental sources;
 - (c) Enter into Interlocal cooperation agreements or memorandums of understanding with other cities, counties, or jurisdictions to provide for law enforcement assistance or other shared services to assist in this Resolution or the COVID-19 pandemic;
 - (d) Contract for expenditures for budgeted items and emergency expenditures in an amount not to exceed \$250,000; and
 - (e) Defer any fines or fees imposed by the City.

After cessation of this emergency and state of disaster, the City Manager shall provide the City Council a list of all actions taken under this paragraph.

16. That although not required by law and out of an abundance of caution, the City Manager is authorized to (and any prior acts in response to the COVID-19 pandemic are ratified):
 - (a) Close, including closure to the public, of any City offices, facilities, or properties, including parks, playgrounds, or playground equipment; and
 - (b) Provide city services by means other than in-person delivery, such as accepting permit applications online or by mail only, and/or to cease any city service that are not required by state or federal law.

17. That any ordinances, rules, or regulations of the City of Abilene, Texas, that conflict with this Resolution are hereby suspended, such suspension to remain in effect until the state of disaster is terminated or until there is a subsequent Resolution of this Council, whichever occurs first.
18. That pursuant to Section 418.020(d) of the Texas Government Code, the City of Abilene is authorized to:
 - (a) Temporarily or permanently acquire by lease, purchase, or other means sites required for installation of temporary housing units or emergency shelters for disaster victims; and
 - (b) Enter into arrangements necessary to prepare or equip the site to use the housing units or shelters, including arrangements for the purchase of temporary housing units or shelters and the payment of transportation charges.
19. That failure to comply with any of the provisions of this Order constitutes an imminent threat to public health.
20. Pursuant to Section 418.173, Government Code, failure to comply with this Order is an offense punishable by a fine not to exceed \$1,000.
21. That any violation of this Resolution, Declaration and Order can be enjoined by the City of Abilene by a suit filed in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this Resolution, Declaration and Order or in the Code of Ordinances, City of Abilene, Texas.
22. That nothing in this Resolution, Declaration and Order shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this Resolution.
23. All provisions of this Resolution, Declaration and Order should be interpreted to effectuate its intent.
24. That this Declaration and Order is effective immediately and continues until 11:59 p.m. July 23, 2020 unless otherwise modified, terminated or extended.
25. That the terms and provisions of this Resolution, Declaration and Order shall be deemed to be severable and that if any section, subsection, sentence, clause, phrase or word herein shall be declared to be invalid or unconstitutional, the same shall not affect the validity or

constitutionality of any other section, subsection, sentence, clause, phrase or word herein, and the remainder of this Resolution, Declaration and Order shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

ADOPTED this 25th day of June 2020.

ATTEST:

Anthony Williams, Mayor

Shawna Atkinson, City Secretary

APPROVED:

Stanley Smith, City Attorney



GOVERNOR GREG ABBOTT

June 3, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4PM O'CLOCK


Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

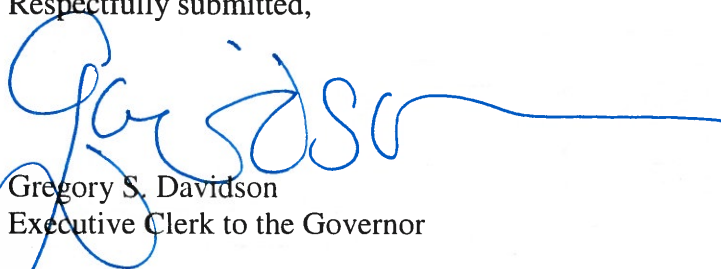
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-26 relating to the expanded opening of Texas in
response to the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
June 3, 2020

EXECUTIVE ORDER GA 26

Relating to the expanded opening of Texas in response to the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain social-distancing restrictions for Texans in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, expanding the social-distancing restrictions for Texans based on guidance from health experts and the President; and

WHEREAS, I subsequently issued Executive Orders GA-16, GA-18, GA-21, and GA-23 over the course of April and May 2020, aiming to achieve the least restrictive means of combatting the threat to public health by continuing certain social-distancing restrictions, while implementing a safe, strategic plan to Open Texas; and

WHEREAS, as normal business operations resume, everyone must act safely, and to that end, this executive order and prior executive orders provide that all persons should follow the health protocols recommended by DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, the “governor is responsible for meeting ... the dangers to the state and people presented by disasters” under Section 418.011 of the Texas Government Code,

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SECRETARY OF STATE
4PM O'CLOCK

JUN 03 2020

and the legislature has given the governor broad authority to fulfill that responsibility;
and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by a fine not to exceed \$1,000, and may be subject to regulatory enforcement;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, and in accordance with guidance from DSHS Commissioner Dr. Hellerstedt and other medical advisors, the Governor's Strike Force to Open Texas, the White House, and the CDC, do hereby order the following on a statewide basis effective immediately:

Every business establishment in Texas shall operate at no more than 50 percent of the total listed occupancy of the establishment; provided, however, that:

1. There is no occupancy limit for the following:
 - a. any services listed by the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA) in its Guidance on the Essential Critical Infrastructure Workforce, Version 3.1 or any subsequent version;
 - b. religious services conducted in churches, congregations, and houses of worship;
 - c. local government operations, including county and municipal governmental operations relating to licensing (including marriage licenses), permitting, recordation, and document-filing services, as determined by the local government;
 - d. child-care services;
 - e. youth camps, including but not limited to those defined as such under Chapter 141 of the Texas Health and Safety Code, and including all summer camps and other daytime and overnight camps for youths; and
 - f. recreational sports programs for youths and adults;
2. Except as provided below by paragraph number 5, this 50 percent occupancy limit does not apply to outdoor areas, events, or establishments, except that the following outdoor areas or outdoor venues shall operate at no more than 50 percent of the normal operating limits as determined by the owner:
 - a. professional, collegiate, or similar sporting events;
 - b. swimming pools;
 - c. water parks;
 - d. museums and libraries;
 - e. zoos, aquariums, natural caverns, and similar facilities; and
 - f. rodeos and equestrian events;
3. This 50 percent occupancy limit does not apply to the following establishments that operate with at least six feet of social distancing between work stations:
 - a. cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade;
 - b. massage establishments and other facilities where licensed massage therapists or other persons licensed or otherwise authorized to practice under Chapter 455 of the Texas Occupations Code practice their trade; and
 - c. other personal-care and beauty services such as tanning salons, tattoo studios, piercing studios, hair removal services, and hair loss treatment

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SECRETARY OF STATE
4pm O'CLOCK

JUN 03 2020

- and growth services;
4. Amusement parks and carnivals shall operate at no more than 50 percent of the normal operating limits as determined by the owner, except that in counties with more than 1,000 cumulative cases of COVID-19, amusement parks may not begin operating until 12:01 a.m. on June 19, 2020;
 5. For any outdoor gathering estimated to be in excess of 500 people, other than those set forth above in paragraph numbers 1, 2, or 4, the county judge or mayor, as appropriate, in consultation with the local public health authority, may impose additional restrictions;
 6. For dine-in services by restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages, the occupancy limit shall increase at 12:01 a.m. on June 12, 2020, to permit such restaurants to operate at up to 75 percent of the total listed occupancy of the restaurant;
 7. For indoor bars and similar indoor establishments that are not restaurants as defined above and that hold a permit from the Texas Alcoholic Beverage Commission, only those customers who are seated may be served;
 8. For any business establishment that is subject to a 50 percent “total listed occupancy” limit or “normal operating limit,” and that is in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19, the business establishment may operate at up to 75 percent of the total listed occupancy or normal operating limit of the establishment starting 12:01 a.m. on June 12, 2020;
 9. For purposes of this executive order, facilities with retractable roofs are considered indoor facilities, whether the roof is opened or closed; and
 10. Staff members are not included in determining operating levels, except for manufacturing services and office workers.

Except as provided in this executive order or in the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus, people should not be in groups larger than ten and should maintain six feet of social distancing from those not in their group. People over the age of 65 are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation.

In providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer to follow additional hygiene measures when obtaining services. Individuals are encouraged to wear appropriate face coverings, but no jurisdiction can impose a civil or criminal penalty for failure to wear a face covering.

People shall not visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities unless as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible. Notwithstanding anything herein to the contrary, the governor may by proclamation add to the list of establishments or venues that people shall avoid visiting.

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SECRETARY OF STATE
O'CLOCK

JUN 03 2020

For the remainder of the 2019-2020 school year, public schools may resume operations for the summer as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency (TEA). Private schools and institutions of higher education are encouraged to establish similar standards. Notwithstanding anything herein to the contrary, schools may conduct graduation ceremonies consistent with the minimum standard health protocols found in guidance issued by TEA.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list or scope of services as set forth in this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for violating the executive orders. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes Executive Order GA-23, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, GA-20, GA-24, or GA-25. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 3rd
day of June, 2020.

A handwritten signature in black ink, appearing to read "Greg Abbott", is written over a horizontal line.

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink, appearing to read "Ruth R. Hughs", is written over a horizontal line.

RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4 PM O'CLOCK

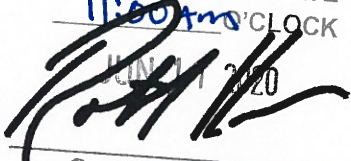
JUN 03 2020



GOVERNOR GREG ABBOTT

June 11, 2020

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
11:50 AM
JUN 11 2020

Secretary of State

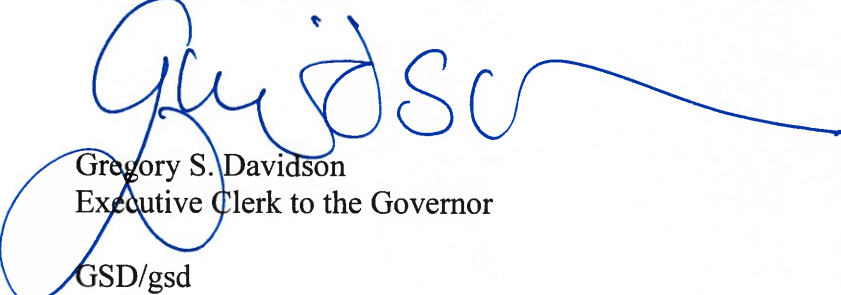
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation renewing the declaration stating that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in Texas.

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have issued proclamations renewing the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services, Dr. John Hellerstedt, has determined that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, a state of disaster continues to exist in all counties due to COVID-19;

NOW, THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby renew the disaster proclamation for all counties in Texas.

Pursuant to Section 418.017, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency's emergency response that is necessary to cope with this declared disaster, I hereby suspend such statutes and rules for the duration of this declared disaster for that limited purpose.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.

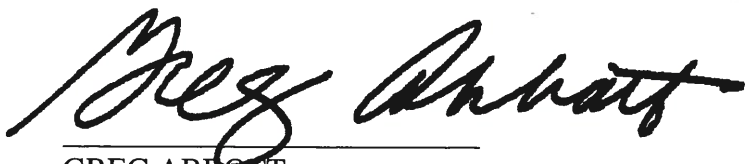
IN TESTIMONY WHEREOF, I have
hereunto signed my name and have
officially caused the Seal of State to be
affixed at my office in the City of

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
11:00AM O'CLOCK

JUN 11 2020



Austin, Texas, this the 11th day of
June, 2020.



GREG ABBOTT
Governor

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
11:00AM O'CLOCK
JUN 11 2020

Resolution:
Modifying & Extending the
Local Disaster Declaration
Issued on June 1, 2020



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/25/2020

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: **13. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Possible Action to Extend the Temporary Suspension of the Residential and Commercial Street Maintenance Fee During the COVID-19 Pandemic or Allow the Temporary Suspension to Expire (*Greg McCaffery*)**

GENERAL INFORMATION

On April 23, 2020 the City Council suspended the Street Maintenance Fee for 60 days (2 months). In response to this action, the Street Maintenance Fee was suspended on May 1, 2020, and the Street Maintenance Fee is scheduled to be reinstated on July 1, 2020.

The City Council has requested that this item be revisited prior to the expiration of the temporary Suspension of the Street Maintenance Fee, and this agenda item provides an opportunity for the City Council to revisit and evaluate the current economic condition of Abilene, and determine if the Expiration of the 60 Day Suspension of the Street Maintenance Fee is appropriate.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Suspending the street maintenance fee for two months has resulted in a total \$467,067 savings to the residences and \$427,407 to the commercial businesses of Abilene.

STAFF RECOMMENDATION

Staff recommends City Council allow the 60 Suspension of the Street Maintenance Fee to expire.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 084-2020 - Temporarily Suspending the Residential & Commercial Street Maintenance Fee During the Covid-19 Pandemic
2. City_Code_Street_Maint_Fee
3. Street_Maint_Fee_Reestablish_PPT

RESOLUTION NO. 84-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
TEMPORARILY SUSPENDING RESIDENTIAL AND COMMERCIAL MONTHLY
PAYMENT OF THE STREET MAINTENANCE FEE DURING THE LOCAL DISASTER
DUE TO COVID-19 PANDEMIC**

WHEREAS, on March 16, 2020, the Mayor of the City of Abilene declared a local disaster due to the COVID-19 pandemic; and

WHEREAS, that declaration of local disaster was extended and modified by the City Council by Resolutions 61-2020, 67-2020, and 79-202; and

WHEREAS, the declaration of local disaster is currently extended through April 30, 2020, but is expected to be extended to a later date; and

WHEREAS, the Governor of the State of Texas has also declared a state of disaster for the state of Texas due to the COVID-19 pandemic; and

WHEREAS, due to the COVID-19 pandemic, and restrictions in place to prevent the local and state-wide spread of COVID-19, many local businesses and Abilene residents have incurred financial losses, and are expected to incur additional financial losses during the coming months; and

WHEREAS, the City Council desires to temporarily suspend the payment of both the residential and the commercial Street Maintenance Fee, as required by Article X, City Code of Ordinances, to help alleviate these local financial losses.

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

Part 1: That the City Council hereby temporarily suspends the monthly payment of the residential and the commercial street maintenance fee, as required by Article X of the City Code of Ordinances, for the months of May and June, 2020.

Part 2: That the temporary suspension of the street maintenance fee monthly payments shall not include payments already made by the three local universities.

Part 3: That the City Council intends to review and assess the need to continue the temporary suspension of the monthly payment of the street maintenance fee beyond June, 2020.

Part 4: That this Resolution takes effect immediately upon passage.

ADOPTED this 23rd day of April, 2020.

ATTEST:



Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:



Stanley Smith, City Attorney

ARTICLE X. STREET MAINTENANCE FEE

Sec. 29-181 General regulations.

(a) Definitions.

Benefitted property, or property. A property located within the city limits that reasonably benefits from vehicular or pedestrian traffic or use.

Category or categories. One of 63 categories, or as many categories as may be modified from time to time, recognized in the trip factor index determined from the land uses of the nonresidential customers.

City limits. The corporate boundaries of the City of Abilene, Texas.

Municipal services statement. The monthly invoice that residences and businesses receive for services provided by the city, which may include water and wastewater, solid waste, drainage, and other municipal services and charges.

Street maintenance fee. A fee that is established by this section and which is assessed against, and collected from, owners or occupants of a property for the purpose of funding the planning, construction, operation, monitoring and maintaining of the transportation system of the city.

Transportation system. The structures, traffic controls, streets and other facilities in the public right-of-way, including but not limited to bridges, sidewalks and alleys, which are dedicated to the use of vehicular and pedestrian traffic, all of which are owned and/or controlled by the city, and including provisions for additions, improvements and extensions to the system.

Trip factor. A principle basis of service measurement, principally derived from the average weekday trip rates calculated using the Institute of Transportation Engineers Trip Generation Manual Edition 9 as modified by the city.

Trip factor index. The table of applied land uses recognized by the city for purposes of implementing the street maintenance fee.

Utility account. An account or accounts between a customer and the city for services provided by the city, which may include water and wastewater, solid waste, drainage, street maintenance, and other municipal services and charges.

Utility customer ("customer"). The holder of a utility account or the person who is responsible for the payment of charges of a utility account.

(b) Establishment and revision of street maintenance fee.

(1) The city has established a street maintenance fee to be paid by utility customers within the city limits. Such fee shall be set in amounts which will provide funds to properly maintain the transportation system.

(2) Collection of the fee shall be made by a monthly charge to be added to the city municipal account statement.

(3) There is established a street maintenance fee schedule based upon the cost of properly maintaining the transportation system as shown in subsection (p) below and which may be changed or modified as set forth in subsection (o) below.

(c) Street maintenance fund.

(1) A separate and dedicated fund shall be created effective October 1, 2018, to be known as the street maintenance fund. All fees collected by the city for the purpose of construction and maintenance of the transportation system shall be deposited in the street maintenance fund. It shall not be necessary or required for the expenditures from the fund to specifically relate to any particular property from which the fees were collected.

(A) Billing will begin for commercial and residential accounts on January 1, 2019.

(2) A report of the street maintenance fund and the street maintenance fee program will be provided to the city council on an annual basis.

(d) Street maintenance advisory and appeals board.

(1) The board shall:

(A) Advise the director of public works, as may be necessary from time to time, to identify and

determine the sequencing of street maintenance projects, and thoroughfare alignments;

(B) Recommend a list of projects for funding to the city manager for incorporation into the city's annual budget;

(C) Advise the director of public works in determining accountability criteria to measure the performance of the city's street maintenance program;

(D) Submit an accountability report to the city council on an annual basis;

(E) In the event the city council adopts a street maintenance fee, serve as a final appeals board for any land use category classification disputes arising from the administration of the street maintenance fee program; and

(F) Aid the director of public works in establishing new land use categories, amending land use categories, and determining trip factors based on the ITE Trip Generation Manual 9th edition to the same.

(2) That the board shall be comprised of seven (7) voting members, who will be appointed by the mayor and confirmed by an affirmative vote of at least four members of the city council. All voting members of the board shall be residents of the city.

(3) That the board shall follow the rules of procedure adopted by the city council, as applicable, for its rules of procedure.

(4) That the director of public works for the city, shall be an ex officio, non-voting member of the board and may act in an advisory capacity to the board.

(e) **Imposition of fee.** There is hereby imposed upon the utility customers within the city limits, a street maintenance fee. This fee is deemed reasonable and necessary to pay for the operation, administration and maintenance of the transportation system.

(f) **Findings.**

(1) The number of motor vehicle trips generated by a benefitted property may reasonably be used to estimate the prorated cost of the street system attributable to a benefitted property.

(2) The size and use of a benefitted property may reasonably be used to estimate the number of motor vehicles trips generated by the property.

(3) Based on the best available data, the method of imposing the street maintenance fee reasonably prorates the cost of the transportation system among the benefitted properties.

(4) It is reasonable and equitable to impose a set monthly fee per each residential and nonresidential benefitted property in order to avoid a disproportionate burden on any residential or nonresidential benefitted property.

(5) If available, appraisal district property tax records may be relied upon to determine the size of nonresidential benefitted property.

(6) It is reasonable and equitable to consider trip generation rates for nonresidential property from the Institute of Transportation Engineers in determining the trip factor used for benefitted properties.

(g) **Determination of street maintenance fee.**

(1) The street maintenance fee for residential property shall be charged monthly to a utility customer within the city limits, or to the person or entity responsible for the municipal account statement for such lot, unit, tract, or parcel used for a residential purpose. Residential property is defined on the street maintenance fee schedule as rate codes R1, MF, LM1, and R65.

(2) The calculation of the street maintenance fee for residential property is determined by multiplying the per month fee for the rate code by the multiplier identified in the street maintenance fee schedule, and further defined as follows: R1, R65, and LM1 units are charged per non-irrigation meter, MF units are charged per dwelling unit.

(A) For example, a single-family residence (rate code R1) with one nonirrigation meter is charged \$6.75 per month ($\$6.75 \times 1 = \6.75).

(B) For example, a multifamily residential property (rate code MF) with 100 dwelling units is charged \$600.00 per month ($\$6.00 \times 100 = \600.00).

(3) (A) The street maintenance fee for nonresidential property shall be charged monthly to a utility customer within the city limits, or to the person or entity responsible for the municipal account statement for such lot, unit, tract, or parcel used for a nonresidential purpose. The monthly fee for the nonresidential property is determined by its base trip rate range as shown in the attached street maintenance fee schedule rate codes (C1–C6), and further defined as follows:

Rate Code	Base Trip Rate Range
C1	0 to 4.99
C2	5.00 to 14.99
C3	15.00 to 49.99
C4	50.00 to 199.99
C5	200.00 to 999.99
C6	1,000.00 or greater

(B) The calculation of the base trip rate for nonresidential property is determined by identifying the appropriate land use category on the trip factor index for the property, multiplying the trip factor for that land use category by the unit of measure for that land use category, and dividing by two.

(C) The land use categories, trip factors, and units of measure listed on the trip factor index are based on the Institute of Transportation Engineers Trip Generation Manual, 9th edition, as modified by the city, and are the number of trips anticipated to and from a benefitted property per its land use and established units, as amended for local conditions.

(D) The trip factor index shall be created by separate resolution of the city council, and may be amended or modified as determined by the city council with or without recommendation of the street maintenance advisory and appeals board. The current trip factor index shall be kept on file with the city secretary.

(4) The following mathematical formula shall be used to determine the base trip rating for the street maintenance fee program:

(A) Base trip rate = (Number of units X trip factor) 2.

(B) Base trip rates are calculated to the nearest hundredths of a decimal point, and are not rounded up.

(i) For example, a 2,500 square foot general office has a trip factor of 11.03 per 1,000 square feet of building area. In this example, the general office would have a base trip rating of 13.78. $[(2,500 \text{ square feet} \div 1,000) \times 11.03 \div 2 = 13.78]$. This general office would be charged rate code C2.

(ii) For example, a gas service station, with a market has 24 fueling stations, and has a trip factor of 162.78. In this example, the gas station would have a base trip rating of 1,953.36. $[(24 \times 162.78) \div 2 = 1,953.36]$. This gas station would be charged rate code C6.

(5) Collection of the street maintenance fee contribution from McMurry University, Hardin-Simmons University, and Abilene Christian University properties shall be charged pursuant to a Memorandum of Understanding between the universities and the city.

(6) The street maintenance fee for a single building with a single use, and with multiple water meters, shall be calculated and charged monthly to the utility customer for one meter only.

(A) For example, a church building, having a single use, and having multiple water meters, would be charged monthly for one meter only.

(h) Billing and collection of fee. The fee shall be billed and collected with the monthly municipal account statement, and shall be due upon receipt.

- (i) Recovery of unpaid fee. Any fee due hereunder which shall not be paid when due may be recovered in action at law by the city. In addition to any other remedies or penalties provided by this section or this code, failure of any customer of the city utilities to pay the fees promptly when due shall subject such customer to the discontinuance of utility services provided by the city.
- (j) Request for modification or adjustment.
- (1) The city manager, or his or her designee, shall consider a written request for a modification or adjustment of the payment of a street maintenance fee only for the following reasons:
- (A) The customer believes the street maintenance fee was charged in error; or
- (B) The customer disputes the category of land use used in calculating the fee for the owner's benefitted property.
- (2) Such written request for modification or adjustment must be received by the city manager no later than ten (10) business days from the date of delivery of the municipal account statement which is being disputed. The city manager shall make his or her decision based upon the information provided in the written request. The city manager may also, in his or her sole discretion, contact the customer directly for additional information. It is the responsibility of the customer to provide such documentation as may be necessary to prove the sufficiency of their request for an adjustment or modification.
- (3) The city manager shall determine and inform the customer in writing of his or her decision within 30 days from receipt of the written request for modification or adjustment.
- (4) Appeals of requests. In matters relating to subsection (j)(1)(A) above, the decision of the city manager shall be final, and no appeal may be taken therefrom. In matters relating to subsection (j)(1)(B) above, the customer may file a written appeal to the street maintenance advisory and appeals board. Such written appeal must be received by the city manager no later than 10 business days from the delivery of the city manager's determination letter. The street maintenance advisory and appeals board shall hear the appeal at a public meeting within 60 days from the date of receipt of the written appeal. The decision of the street maintenance advisory board shall be final, and no further appeal may be taken.
- (5) During all periods of the request for modification or adjustment process, including any appeal, the customer shall be responsible for the payment of the street maintenance fee in full.
- (6) A customer appealing the street maintenance fee may not receive a refund resulting from the modification or adjustment except for a street maintenance fee billed within six months of the date of the customer's original written request for modification or adjustment to the city manager.
- (k) Disposition of fees and charges. The fees paid and collected by this section shall not be used for the general government administrative purposes of the city, except to pay for the equitable share of the cost of accounting, management and government thereof. Other than as described above, the fees and charges shall be used solely to pay for the actual costs of operation, planning, engineering, development of guidelines and controls, inspection, maintenance, repair, improvement, additions, extensions, renewal, replacement and reconstruction of the transportation system and costs incidental thereto.
- (l) General exemption. Properties owned by the United States of America, the state, an agency, or institution created by the state, or a political subdivision of the state are exempt from the payment of the street maintenance fee.
- (m) New business exemption. A property that establishes a new utility account for the purposes of starting a new business within the city on or after January 1, 2019, is exempt from the street maintenance fee until the third anniversary of their utility start of service. This exemption shall not be applied to the same utility account more than once. The city manager shall determine if the business constitutes a new business. The decision of the city manager may be appealed to the street maintenance advisory and appeals board.
- (n) Fee reduction. Those persons who make 50% or less of the median family income as defined by the city's office of neighborhood services are eligible to pay the reduced "LM1" rate as provided in the street maintenance fee schedule. The city manager, or his or her designee, shall administer this application process, and such applications shall be on file with the city secretary.
- (o) Periodic "sunset" review. The street maintenance advisory and appeals board shall review the

street maintenance fee program as may be requested by the city council, and shall recommend to the city council whether the street maintenance fee program should be continued or discontinued, or if a reduction or increase in fees are necessary to properly maintain the transportation system. The city council shall consider the recommendations of the street maintenance advisory and appeals board and shall take such actions as they deem necessary in regard to the street maintenance fee program. Nothing herein shall limit or restrict the city council from increasing or decreasing the street maintenance fee.

(p) Street maintenance fee schedule.

Street Maintenance Fee Schedule

Rate Code	Rate	Multiplier
R1	\$6.75	Per nonirrigation meter
MF	\$6.00	Per dwelling unit
LM1	\$1.75	Per nonirrigation meter
Rate Code	Rate	Base Trip Rate
C1	\$25.00	0.00 to 4.99
C2	\$35.00	5.00 to 14.99
C3	\$45.00	15.00 to 49.99
C4	\$55.00	50.00 to 199.99
C5	\$65.00	200.00 to 999.99
C6	\$75.00	1,000 or greater

(Ord. No. 35-2018, pt. 1(Exh. A), 6-14-18; Ord. No. 18-2019, pt. 1(Exh. A), 3-28-19)

Agenda Item:

**Revisit and Evaluate the Economic Conditions of
Abilene in relation to the existing 60 Day Suspension
of the Street Maintenance Fee**

(Greg McCaffery)



Agenda Item: Revisit and Evaluate the 60 Day Suspension of the Street Maintenance Fee

- City Council at their meeting of April 23, 2020 suspended all classes of residential and commercial street maintenance fees for the months of May and July 2020, as a result of the covid-19 pandemic.
- The savings of \$467,067 towards the residential and \$427,407 customer bases has been derived to assist with the economic downturn, as a result of various shelter-in-place and business closures through actions of the State of Texas and the City of Abilene during the pandemic high point.
- As economic conditions are starting to improve within the State of Texas with various re-openings and the City of Abilene, following the state guidelines of re-openings, staff is recommending the City Council allow the current 60 Day Suspension of the Street Maintenance Fee to expire.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/25/2020

TO: Honorable Mayor and City Council Members

FROM: Shawna Atkinson, City Secretary

SUBJECT: 14.

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*)

- Abilene-Taylor County Child Advocacy Center Board
- Senior Citizens Advisory Board

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 25th day of June, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Child Advocacy Center Board</i>	
James McDow [New]	December 2021 [unexpired term]
<i>Senior Citizens Advisory Board</i>	
Monroe Nevells [Reappointment]	May 2022
Maxine Williams [Reappointment]	May 2022
Leroy King [Reappointment]	May 2022
Johnny Whisenhunt [Reappointment]	May 2022

Resolution:

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

- Abilene-Taylor County Child Advocacy Center Board
- Senior Citizens Advisory Board





**City Council
Agenda Memo**

City Council Meeting Date: 6/25/2020

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 15. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

1. 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. Reginald Lamkin vs. City of Abilene; Cause No. 50754-A; In the 42nd Judicial District Court, Taylor County, Texas; filed May 14, 2020
11. Governor's Executive Orders COVID-19
12. Claim of Discrimination - Rita Monterrosa
13. West Texas Water Partnership
14. Clyde Water

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