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 July 9, 2020, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

1. **Service Awards:**

- Refugio Patino, Jr - Parks Department - 20 Years

CONSENT AGENDA

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

2. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 25, 2020 ***(Shawna Atkinson)***

3. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve the Purchase of Vehicle Reporting System to Monitor Vehicle Performance and Location ***(Don Green)***

4. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to accept award of the Small Community Air Service Development Program Grant ***(Don Green)***

5. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Designating an Officer to Calculate the No-New-Revenue Tax Rate and the Voter-Approved Tax Rate and Publish Property Tax Information ***(Mike Rains)***

6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Amendments to the Abilene Public Library Advisory Board Bylaws ***(Julee Hatton)***

7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid #CB-2063 to Justice Construction Inc. for Additional Enhancements for the Law Enforcement Center, Municipal Court and Customer Service Center ***(Doug Wrenn)***

8. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance amending Chapter 32 "Utilities", Article VI "Water Conservation Plan", of the Abilene Municipal Code by amending Section 32-141, Section 32-142, Section 32-143, and Section 32-145, as set out below, providing for a severability clause, and declaring a penalty. ***(Rodney Taylor)***

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

9. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Executing a Professional Services Contract with HALFF and Associates for a New Comprehensive Plan ***(Cheryl Sawyers)***

10. **Presentation:** Receive a Report, Hold a Discussion and Public Hearing on the Realignment of the Development Corporation of Abilene, Inc. partnership with the Abilene Industrial Foundation ***(Misty Mayo & Doug Peters)***

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

12. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approval of the Development Corporation of Abilene, Inc.'s Budget for FY 20-21 ***(Misty Mayo)***

13. **Ordinance (Final 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)***

14. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Extended Term Street Use License-TTY Holdings, LLC ***(Greg McCaffery)***

15. **Ordinance (Final 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)***

16. **Ordinance (Final 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)***

PUBLIC COMMENTS

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

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

1. 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. 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
7. 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
8. 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
9. Governor's Executive Orders - COVID-19
10. Claim of Discrimination - Rita Monterossa
11. West Texas Water Partnership
12. 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 & Commissions May be Discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)
1. Abilene Convention Center Hotel Project

RECONVENE

ADJOURNMENT

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

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 2nd day of July, 2020 at 4:00 p.m.

_____

Shawna Atkinson, City Secretary

City Council
Agenda Memo

City Council Meeting Date: 7/9/2020

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 25, 2020 *(Shawna Atkinson)***

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on June 25, 2020

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 06-25-2020 Minutes - Regular - Evening

CITY COUNCIL MEETING
June 25, 2020 at 4:30 p.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 25, 2020, at 4:30 p.m. in the Council Chambers, 555 Walnut St. Mayor Anthony Williams was present and presiding with Mayor Pro-tem Weldon Hurt, Deputy Mayor Pro-tem Donna Albus and Councilmembers Shane Price, Jack Rentz, Kyle McAlister and Travis Craver. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, City Secretary Shawna Atkinson, and various members of the City staff.

EXECUTIVE SESSION

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

15. A. 551.071 (Consultation with Attorney)
    1. Ovation Service, LLC v Blanca Cortez, et al
    2. Reginald Lamkin vs. City of Abilene
    3. Governor's Executive Order COVID-19
    4. Claim of Discrimination – Rita Monterossa

15. B. 551.072 (Deliberations about Real Property)
    1. Clyde Water
    2. T&P Freight Warehouse, 901 North 1st Street, Abilene

15.F. 551.087 (Business Prospects/Economic Development)
    1. Abilene Convention Center Hotel Project

The Executive Session ended at 5:08 p.m. and reconvened to Open Session at 5:30 p.m. as noted on the posted agenda. Mayor Williams reported no votes or action were taken in Executive Session.

Councilmember Jack Rentz delivered the invocation.

The Bulliez Elite Softball team, consisting of Chasity, Mariah, Avery, Micaela, Cameron, Aubrey, Camo, Greyson and Ava, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

CONSENT AGENDA

The Consent Agenda consisted of items 3-11. Items 4 and 7 were pulled for individual consideration.
Items pulled for individual consideration were as follows:

- David Swart, citizen – Item #4
- Sheria Ford-Davis, citizen – Item #7

Mayor Pro-tem Hurt moved to approve the Consent Agenda, now consisting of items 3, 5-6, and 8-11. 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

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 11, 2020

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
[ASSIGNED RESOLUTION NO. 115-2020]

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 FM 89 Utility Relocates Project
[ASSIGNED RESOLUTION NO. 116-2020]

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.
[ASSIGNED RESOLUTION NO. 118-2020]

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

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

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

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

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
[ASSIGNED RESOLUTION NO. 114-2020]

The item was pulled by David Swart, citizen.

Having pulled the item, David Swart stated that he is not opposed to the item, but just does not understand why this dealership keeps outbidding local dealerships. He encouraged local dealerships to try to match this one in the future to keep tax dollars local.

With no other speakers coming forward, the public comment period 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

7. Resolution: Receive a Report, Hold a Discussion and Public Hearing and Take Action to approve CityLink's New Public Transportation Agency Safety Plan
[ASSIGNED RESOLUTION NO. 117-2020]

The item was pulled by Sheria Ford-Davis, citizen.

Having pulled the item, Sheria Ford-Davis stated that the board she's a part of, the Citizen's Advisory Board for People with Disabilities, have been working with CityLink and asking for bus shelters. She is concerned that there is no shelter for people when there are storms or high temperature and urges CityLink to look into adding these.

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

- David Swart – spoke about a certain shelter that used to be on "the Ride to Dyess" bus route, but thinks that some locations can benefit from a shelter.
- Tim Yandell – questioned if there is not funding from the City for this, if it would be possible to use advertisement on the shelters themselves as a way to raise money, so businesses can advertise on them and help pay for them at the same time.

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

Don Green, Director of Transportation, addressed concerns and stated that approximately 10% of bus stops have shelters currently. They are looking to place more throughout the City, but the issue of making them ADA compliant makes it more challenging for them, as they have to have sidewalks and ramps. Mr. Green stated that they have received funds from the CARES Act that could potentially be used for this.

City Manager Hanna suggested this be brought up during the upcoming budget workshop,

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

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

REGULAR AGENDA

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
[ASSIGNED RESOLUTION NO. 119-2020]

Stanley Smith, City Attorney, presented the item. Adoption of the item would extend the local Disaster Declaration issued on June 1, 2020. The language adopts the current Executive Order issued by the Governor of Texas.

Mayor Williams read through talking points and presented a spreadsheet with numbers of COVID-19 cases from our sister cities and a comparison of how Abilene is looking next to those cities. Council and Staff also discussed various ways to safeguard yourself during this pandemic.

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

- David Swart – stated that a lot of Abilenians are out work and were supposed to be going back to work soon, but with how the numbers are rising, he questioned if that will still happen. He also stated that it should be everyone's individual choice to wear a mask or not.
- Deborah Williams – stated that she is baffled by what she has heard. She encouraged everyone to wear a mask and gave her reasoning why you should.
- Nicholas Moses – questioned Mayor Pro-tem Hurt's mindset that profits are more important that people's health.
- Rhonda Webb – stated that she is confused because everyone keeps saying different things regarding masks. She questioned why anyone should wear a mask when our leaders will not.

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 Williams, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz, McAlister and Craver
NAYS (1): Mayor Pro-tem Hurt

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, Director of Public Works, presented the item. On April 23, 2020, the City Council voted to suspend the Street Maintenance fee for 60 days. The fee is scheduled to be reinstated on July 1, 2020, unless Council moves to extend the suspension further.

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

- David Swart – spoke about taxes and money from the Development Corporation of Abilene. Stated that there are a lot of "mom and pop" businesses that are barley making it and reinstating the fee makes it harder for them, but he also realizes we do have to fix the streets.
- Cynthia Alvidrez – questioned why there are TIRZ zones with money set aside to bring those areas up, when the money is coming out of the Street Maintenance Fee to pay for those same areas. Thinks that with unemployment rates so high and COVID-19 cases still increasing, Council needs to suspend the fee until at least the end of the year.

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

No votes or action were taken at this time, so the Street Maintenance Fee is reinstated on July 1, 2020.

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
[ASSIGNED RESOLUTION NO. 120-2020]

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

- Sheria Ford-Davis – stated she is the Vice-Chair for the Citizen's Advisory Board for People with Disablities and they need people to be appointed to their board so they can have a quorum.
- Demetrius Earthly – asked about the Threshold Initiative and how the members were selected.

Because neither of the boards/initiatives mentioned were listed on the agenda, Council and Staff could not comment or answer the citizens questions.

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

Councilmember Price moved to (re)appoint the following:

Board	Term End Date
Child Advocacy Center Board	
James McDow [New]	December 2021 [unexpired term]
Senior Citizens Advisory Board	
Monroe Nevells [Reappointment]	May 2022
Maxine Williams [Reappointment]	May 2022
Leroy King [Reappointment]	May 2022
Johnny Whisenhunt [Reappointment]	May 2022

Councilmember Craver seconded the motion; motion carried

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

PUBLIC COMMENTS

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

- David Swart – spoke about the Street Maintenance Fund and how our streets still need help. Thanked the Public Works Director for doing a good job on the streets and described the difference between bond money and the Street Maintenance Fee.
- Sheria Ford-Davis – spoke about a Juneteenth celebration at Stephenson Park, and how there is a chain link fence for the tennis court netting there, and that there are no working bathrooms or lights at night. Also asked how a citizen that lives next to Stephenson can build on his land if that area is in a flood zone.

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

ADJOURNMENT

There being no further business, the meeting adjourned at 6:47 p.m.

_____
Shawna Atkinson
City Secretary

_____
Anthony Williams
Mayor

Minutes approved on: _____

City Council
Agenda Memo

City Council Meeting Date: 7/9/2020

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **3. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve the Purchase of Vehicle Reporting System to Monitor Vehicle Performance and Location *(Don Green)***

GENERAL INFORMATION

Global Positioning System (GPS) tracking is common in many vehicles and portable devices and increasingly used by companies and municipalities to track vehicle location and performance. GPS units are useful in monitoring vehicle use by sending data to determine where and how a vehicle is being used, making it easier to plan service routes, determining driver performance, verifying location and reporting an emerging or urgent problem with the vehicle.

The City's Information Technology Department (IT) researched various market platforms that could provide the widest range of options for not only Fleet Services' use through its AssetWorks software, but additional uses such as route planning for Solid Waste and Stormwater Services' street sweeping. IT was able to determine that Verizon's platform offers the widest use to the City and obtained pricing through AssetWorks' Government Services Administration's (GSA) purchasing contract using Verizon as the hardware, installation and service provider.

Under this contract, Verizon will provide the data sending/receiving units and installation for 396 City vehicles, not including Fire and Police vehicles. Fire and Police vehicles may be considered for a future installation.

The purchase and installation cost is $77,138.78. The data services for the first year will be $94,752.22. For a total Year 1 cost of $171,891.00. Depending on budget allocations and

approval, an additional three years of data services costs will be $94,752.22 each year. Additional vehicles and equipment may be evaluated to be added, which could trigger an amendment to the contract for Council consideration.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This purchase was included in the FY20 budget and the cost is below budget.

STAFF RECOMMENDATION

Staff of Information Technology and Transportation Services recommend this purchase.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Vehicle Tracking and Monitoring System Purchase Resolution 7-9-20
2. GSA Quote Q-03968-2 VZN GPS units_6-16-2020
3. GPS Quote Q-03968 VZN Exhibits A and B
4. Vehicle Tracking and Monitoring System Presentation (7-9-20)a

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS PURCHASING VEHICLE MONITORING AND PERFORMANCE EQUIPMENT AND SERVICES THROUGH ASSETWORKS' U.S. GENERAL SERVICES ADMINISTRATION'S CONTRACT (GS-35F-317GA) WITH QUOTE NUMBER Q-03968-2

WHEREAS, the City of Abilene (City) owns and operates large fleet of vehicles and equipment; and

WHEREAS, the City has a need to install Global Position System (GPS) data units in selected vehicles to track vehicle performance and location to more efficiently use its vehicles and determine potential corrective measures in performance and use; and

WHEREAS, GPS units are useful in monitoring vehicle use by sending data to determine where and how a vehicle is being used, making it easier to plan service routes, determining driver performance, verify location and report an emerging or urgent mechanical problem with the vehicle; and

WHEREAS, the City's Information Technology Department and Transportation Services Department researched various market platforms that could provide the widest range of options for not only Fleet Services' use through its AssetWorks software, but additional uses such as route planning for Solid Waste and Stormwater Services' street sweeping; and

WHEREAS, Staff determined that Verizon's platform offers the widest use to the City and obtained pricing through AssetWorks' Government Services Administration's (GSA) purchasing contract (GS-035F-317GA) Quote Number Q-03968-2 using Verizon as the hardware, installation and service provider; and

WHEREAS, the quote includes purchase and installation of GPS data units and one year of services for 396 City vehicles for a total cost of $171,891.00; and

WHEREAS, three additional years of service-only costs will be at $94,752.22 each year for 396 units; additional units may be added, which may require Council approval of a contract amendment.

WHEREAS, this purchase was included in the City's approved FY20 Budget.

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

1. That the City Manager is authorized to make this purchase in the amount of $171,891.00 from AssetWorks through its GSA Contract.

2. That the data services may be used for three subsequent years at $94,752.22 each year, if City funding is available.

3. That this resolution takes effect immediately upon Council approval.

ADOPTED this 9th Day of July 2020.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Anthony Williams, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

AssetWORKS

ORDER FORM

AssetWorks LLC
998 Old Eagle School Road, Suite 1215
Wayne, PA 19087

Order #: Q-03968-2
Date: 6/16/2020

Ship To
Robert Hanna
City of Abilene
Fleet Maintenance
555 Walnut Street
Abilene, Texas 79604
(325) 676-6201
robert.hanna@abilenetx.gov

Bill To
City of Abilene
Fleet Maintenance
555 Walnut Street
Abilene, Texas 79604

This Order Schedule is issued pursuant to GSA Contract #: GS-35F-317GA between AssetWorks and the above named Customer. Parties agree to be bound by those terms and conditions. Pricing below is valid if this Order Form is signed on or by 9/30/2020.

Networkfleet Hardware

Description	QTY	UNIT PRICE	Line Total
A5500 Networkfleet Hardware - Includes Required Harness (Harnesses determined at time of hardware order)	394.00	USD 110.23	USD 43,429.32
Base Installation - Plug/Play or 3 Wire	394.00	USD 85.00	USD 33,489.01
A5200 Networkfleet Hardware - Includes Required Harness (Harnesses determined at time of hardware order)	2.00	USD 110.23	USD 220.45
		Networkfleet Hardware TOTAL:	USD 77,138.78

Networkfleet Service

Description	QTY	Monthly Fee/Unit	Line Monthly Total	Yearly Fee
A5500 Networkfleet Standard Service	394.00	USD 18.95	USD 7,466.15	USD 89,593.81
Verizon Telematics Connector - Allows meter and fault code information to populate FleetFocus	394.00	USD 1.00	USD 394.00	USD 4,728.00
A5200 Networkfleet Standard Service	2.00	USD 17.93	USD 35.87	USD 430.41
			Networkfleet Service TOTAL:	USD 94,752.22

TOTAL: USD 171,891.00

In the event Customer's business practices require that Customer issue a purchase order number prior to payment of any AssetWorks invoices issued under this Agreement, then such purchase order number must be entered below. Customer's execution of the Order Form without designating a purchase order number shall be deemed Customer's acknowledgement that no purchase order number is required for payment of invoices hereunder.

Purchase Order Number:_____

HARDWARE PURCHASE, SOFTWARE LICENSE AND SERVICE AGREEMENT

This Hardware Purchase, Software License, and Service Agreement ("Agreement") is made as of the _____ ("Effective Date") by and between AssetWorks LLC, a Delaware limited liability company with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks") and _____ with offices at _____ ("CUSTOMER"). The parties hereby mutually agree to the following terms and conditions:

1. Purpose. As set forth in this Agreement, AssetWorks will be providing CUSTOMER with hardware, software and services for a telematics solution for CUSTOMER to obtain data pursuant to Global Positioning Satellite (GPS) tracking, routing, dispatching, and engine diagnostics for use by CUSTOMER's Fleet Services.

2. Hardware. AssetWorks will sell and CUSTOMER will purchase the hardware set forth on Schedule 1 ("Hardware").

a. Pricing for the Hardware is set forth in Schedule 1.

b. AssetWorks will invoice for the Hardware when shipped. Payment is due thirty (30) days after date of invoice.

c. AssetWorks will pass through the warranty for the Hardware from the third party manufacturer of the Hardware and for the Hardware manufactured by VerizonConnect.

3. AssetWorks Software. AssetWorks will provide CUSTOMER the Telematics Module and VerizonConnect Connector Module ("AssetWorks Software") for its proprietary software, Fleet Focus.

a. AssetWorks grants CUSTOMER a limited license to use the AssetWorks Software as long as the subscription fees for the VerizonConnect service are paid by CUSTOMER. For clarity, the CUSTOMER's license for the AssetWorks Software will terminate upon termination of the VerizonConnect Software subscription.

b. Except as expressly provided in this provision, CUSTOMER's license will be subject to the Software License Agreement between CUSTOMER and AssetWorks.

4. VerizonConnect Software. AssetWorks will provide CUSTOMER with a subscription to VerizonConnect software ("VerizonConnect Software") as set forth in Schedule 2.

a. VerizonConnect Software is subject to the terms and conditions set forth in Exhibit A.

b. Fees will be invoiced monthly in advance. Invoice are due thirty (30) days after the date of invoice.

5. Term. The Term of the Agreement shall commence as of the Effective Date and shall continue for one year ("Initial Term") unless terminated earlier as set forth below. At the end of the Initial Term, the Agreement shall automatically renew for successive one-year terms unless or until either party provides the other party with written notice of non-renewal at least ninety (90) days prior to the end of the then current term.

6. Termination and Early Termination Fee.

a. During the first year and thereafter, either party may terminate this Agreement for default by the other party upon thirty (30) days written notice of the default and intent to terminate, provided however, that the default is not cured within the thirty (30) day period.

b. After the first year, either party may terminate this Agreement by providing at least ninety (90) days prior written notice to the other. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations and any obligations that expressly or by implication are intended to survive termination.

c. If CUSTOMER terminates this Agreement other than under subsection 6a during the first year, CUSTOMER will pay the balance of fees due for the VerizonConnect Software for that twelve month period as an early termination fee.

7. PROPRIETARY RIGHTS. AssetWorks and any of its third party licensors will retain exclusive ownership in all deliverables created by AssetWorks hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by AssetWorks under this Agreement. AssetWorks and any of its third party licensors will also retain all intellectual property rights with respect to the tools and/or software that AssetWorks uses to deliver the services. Subject to payment in full for the applicable Services, AssetWorks grants CUSTOMER a perpetual, non-exclusive, non-transferable, royalty-free right to use the deliverables solely for Customer's internal use.

8. Incorporation of Exhibits. The following Exhibits are incorporated into this Agreement in their entirety:

Exhibit A: VerizonConnect Customer Terms and Conditions
Exhibit B: VERIZON Professional Services Terms and Conditions

9. Limitation of liability

a. Customer agrees that AssetWorks' total liability to Customer for any and all damages whatsoever arising out of or in any way related to this Contract from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall be limited to direct and proven damages and shall not, in the aggregate, exceed the amount paid by customer for the specific hardware or service(s) giving rise to such claim during the twelve month period prior to the date the claim arose.

b. Irrespective of the basis of the claim, neither party will be liable for any incidental, indirect, special or consequential damages (including, without limitation, (i) loss of income, profit, or savings, whether direct or indirect, (ii) lost or corrupted data or software, or (iii) products not being available for use) arising out of or in connection with the services provided by AssetWorks even if a party has been advised of the possibility of such damages and notwithstanding any failure of essential purpose or the existence of any other limited remedy.

Accepted by Customer:		**Accepted by AssetWorks:**	
Signature:	_____	**Signature:**	_____
Name (Print):	_____	**Name (Print):**	_____
Title:	_____	**Title:**	_____
Date:	_____	**Date:**	_____

Please sign and email to Allan Richardson at allan.richardson@assetworks.com.

THANK YOU FOR YOUR BUSINESS!

Exhibit A: VerizonConnect Customer Terms and Conditions

1. LICENSES. The Service is licensed to Customer on a subscription basis under a "Software as a Service" model through an access restricted website and related databases, servers, and software (collectively, the "**Service Website**" with the software residing on the server referred to herein as the "**Server Software**") to be used only in the United States or Canada. For certain Services, Verizon may provide Customer software to be installed on a permitted device or computer system (the "**Remote Software**") to access the Service Website or to use certain additional features of the Service.

2. MAP DATA LICENSE.

Subject to the terms and conditions of this Agreement, Verizon hereby grants to Customer a non-transferable, non-exclusive, limited right within the Territory to: (i) access and use the Server Software through the Service Website for its internal business purposes only; (ii) download one copy of the Remote Software to each permitted device or computer system; (iii) install and use, for its internal business purposes only, the Remote Software on each permitted device or computer system; and (iv) view any map data and satellite imagery provided as part of the Service (collectively, the **"Map Data"**).

(a) To the extent any vehicles, assets, mobile objects, or persons are tracked, routed, or managed using any Service, those vehicles, assets, mobile objects, or persons must be operating only within the Territory when they are tracked, routed, or managed. Customer and its employees, consultants and other authorized users of the Services shall be subject to the applicable click-through licenses (**"End User Terms")**, which are available at https://login.platform.telogis.com/terms.html. Customer acknowledges that its employees, consultants, agents, customers and other authorized users of the Services may be subject to the End User Terms and other Verizon policies, as the case may be.

(b) Use of certain Map Data is pursuant to the applicable End User Terms, privacy terms, terms of use and acceptable use policies**.** Map Data are to be used or viewed solely as part of the Service for Customer's internal business purposes only. Use of the Remote Software is subject to additional terms and conditions of the applicable click-through end user license agreements incorporated herein by reference and made available when the Remote Software is downloaded.

(c) Customer's employees, agents, customers and contractors (who are not competitors of Verizon or its Affiliates) may access the Service Website and Remote Software for Customer's business purposes. Customer's authorized customers may access certain features of the Service Website, provided that such customers agree to the applicable terms and conditions provided at https://login.platform.telogis.com/terms.html.

(d) Customer receives no title or ownership rights in or to such Equipment, Service Website, Server Software, Remote Software or Map Data. Customer acknowledges that the Equipment, Service Website, Server Software, Remote Software and Map Data are licensed to Customer pursuant to the terms and conditions of this Agreement and are not sold to Customer. Except for the license granted in this Section, all right, title, and interest in the Equipment, Service Website, Server Software, Remote Software, Map Data, and any derivative works in whole or in part of any of the foregoing shall remain the exclusive and proprietary property of Verizon or its licensors.

(e) Verizon owns all right, title, and interest, in and to the Equipment, Service Website, Server Software, Remote Software and Map Data, trade secrets, confidential information, and other proprietary or creative ideas, information, and other material used by Verizon, developed by or for Verizon, or presented to Customer under this Agreement (collectively, "**Verizon Materials**"), including, but not limited to: software, modules, scripts, components, designs, utilities, databases, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, report formats, manner of data expression and specifications, including any copyrights, patents, or other intellectual property or proprietary rights in any of the foregoing, and any improvements, modifications, or derivative works of any of the foregoing.

3. CUSTOMER RESTRICTIONS:

a. Restrictions on Use: To the extent Verizon provides or otherwise makes available to Customer any Verizon Material, Confidential Information or non-public intellectual property, including proprietary information and know-how, techniques, algorithms, and processes provided by or contained in the Verizon Materials, or any modification or extraction thereof, Customer shall only use such materials in accordance with the

terms and conditions of this Agreement. For the avoidance of doubt, Customer shall protect such materials and information pursuant to the terms of the Section entitled Confidentiality herein, as appropriate. With respect to Verizon Materials provided to or accessible by Customer, Customer will not: (a) copy or otherwise reproduce, whether in whole or in part, any of same unless expressly permitted herein; (b)
modify or create any derivative works of same, or any portion thereof; (c) sell, rent, loan, license, sublicense, distribute, assign or otherwise transfer same or any portion thereof; (d) cause or permit the disassembly, decompilation or reverse engineering of any software components of same or otherwise attempt to gain access to the source code of such software components of same; (e) develop any other software, product, or service including, but not limited to, any other software, product or service that is competitive with the Equipment or Services, or (f) cause or permit any third-party to do any of the foregoing. Such restrictions shall survive the expiration or termination of this Agreement. Verizon has the right to revoke the use of the Verizon Materials at any time for breach of this provision. In such event, Customer shall, at its sole cost and expense, promptly return the affected materials to Verizon.

b. Collection and Use of Data: In the course of providing the Service, Verizon or its Affiliates may receive or collect spatial data or data relating to the vehicles, mobile objects, devices, locations, employees, contractors, suppliers, and/or customers of Customer, including but not limited to, vehicle identification number (VIN), GPS location, vehicle speed, acceleration, vehicle diagnostics information, names and ID numbers of employees, and addresses of customers (“Collected Data”). Customer agrees to notify its vehicle drivers and other authorized users of the Equipment that a vehicle has been fitted with Equipment enabled for the Services and that such Services include the collection of data points associated with the vehicle’s location and manner of operation. If Customer has provided consent, Verizon may continue to receive and collect the Collected Data after the termination of the Services for purposes of facilitating third-Party Services that are requested by Customer. Customer agrees that, during and after termination of the Services, (i) Verizon may retain and use Collected Data for purposes of providing the Equipment, Services, Support Services, and Professional Services, and conducting research and development; (ii) Verizon may share Collected Data with Affiliates, and third-parties providing services to Verizon, subject to obligation of confidentiality; (iii) Verizon may disclose Collected Data if required under applicable law, regulation or court order; and (iv) Verizon may use and share with third-parties any Collected Data in aggregated or de-identified form such that the source of the Collected Data cannot be identified or that is publicly available without any restriction. Customer acknowledges that Collected Data may be commercially exploited by or on behalf of Verizon for commercial marketing purposes, subject to the permissions and restrictions set forth above and in this Agreement, and in Verizon’s privacy policy (available at **www.verizon.com/privacy**). To the extent required by applicable law or regulation, Customer agrees to provide notice to and to receive consents from its vehicle drivers and other authorized users of: (i) the nature of the Equipment and Service, (ii) Verizon’s collection, use, and disclosure of Collected Data and Confidential Information, which may contain Personal Information from time to time, and (iii) Verizon’s tracking, recordation, processing and use of Collected Data and other information relating to such drivers’ and users’ whereabouts, movements, vehicle usage, and other activities.

c. Confidentiality. Except as required by law or regulation, Customer promises that during the term of the Service and for three years after, it will (i) use Verizon's Confidential Information only for purposes of using the Services, including related Equipment as contemplated by the Agreement, (ii) not disclose it to third parties except as provided below, and (iii) protect it from disclosure using the same degree of care it uses
for its own similar Confidential Information (but no less than a reasonable degree of care). Customer may disclose Verizon’s Confidential Information only to its employees, agents and subcontractors (including professional advisors and auditors), and to those of its affiliates, who have a need to know for purposes of this Agreement, and who are bound to protect it from unauthorized use and disclosure under the terms of
a written agreement at least as protective of Customer’s Confidential Information as the related terms of this Agreement. "Confidential Information" means information (in whatever form) (i) designated as confidential; (ii) relating to this Agreement or potential changes to it; (iii) relating to the other party’s business affairs, distributors, products, developments, trade secrets, know-how or personnel; or (iv) received or discovered at any time that this Agreement is in effect, or otherwise in connection with this Agreement, by a party (including through an affiliate or other agent), which information should reasonably have been understood as confidential information of the party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself.

d. Feedback. To the extent Customer or its employees, agents, or contractors provide Verizon with any suggestions, ideas, enhancement requests, recommendations, or feedback regarding any Equipment, Service, Remote Software, Server Software, Server Website, Collected Data, Map Data (including any road condition or location information), and/or Professional Service or Verizon otherwise conceives of or creates any ideas, enhancements, improvements, or modifications to the Equipment, Service, Remote Software, Server Software, Service Website, Collected Data, Map Data and/or Professional Service (collectively, "Feedback and Improvements"), Verizon will be free to use and disclose such Feedback and Improvements without any restriction or further obligation to Customer. Other than Customer's Confidential Information included in such Feedback and Improvements, Verizon shall own all right, title and interest in and to any such Feedback and Improvements, including Verizon's implementation of the same, and all intellectual property rights covering or derived therefrom.

4. Terms applicable for Customer API Access:

a. Customer acknowledges and agrees that Customer is responsible for protecting and securing all data, user names, and passwords from unauthorized use, whether such use is by Customer or by any other person/organization to whom Customer grants access (whether directly or through Verizon) ("Third Party"). Customer represents and warrants that it has obtained all relevant consents from end-users, employees, or relevant data subjects to this access. Customer agrees that access by the Third Party or any other person/organization to whom Customer provides access, directly or indirectly, is at Customer's sole risk and expense. Customer further agrees to indemnify and hold Verizon harmless from and against any and all claims, losses, costs, damages, and liabilities arising out of or in any way connected to or related to such access, including but not limited to the failure to obtain end user or data subject consent for this transfer or such access.

b. Subject to the terms and conditions of this Agreement, Verizon grants to Customer during the Term a personal, revocable, limited, non-exclusive, royalty-free, non-sublicenseable, non-transferable, terminable license to access or otherwise receive information from the Verizon application programming interfaces ("Verizon API") and to obtain information and data from the Verizon API relating to Customer ("API Information"). Verizon will provide Customer unique access token(s) or security key(s) to access the Verizon APIs for the purpose of accessing and receiving API Information. Customer must immediately notify Verizon if Customer's access tokens or security keys are used or suspected of being used by a third party without authorization. Customer will protect all API Information from unauthorized alteration, copying, access, storage, transmittal or use. Customer must immediately notify Verizon of any unauthorized use, disclosure, or access to API Information.

c. Verizon may modify, change, update and/or enhance the Verizon APIs at any time (a "Modification"), provided Verizon gives Customer commercially reasonable notice and supports Customer's access to the Verizon API in the same manner as prior to the Modification for a commercially reasonable period of time. Notwithstanding the foregoing, Verizon may suspend, terminate and/or revoke Customer's access, or make a Modification without providing notice if necessary to address or prevent a security breach or to protect from the unauthorized disclosure of any API Information or other personally identifying information. In such circumstances Verizon will notify Customer and use reasonable efforts to ameliorate any impact on Customer arising from such action. Verizon provides no service level commitments or quality of service standards for the Verizon APIs.

d. Customer will not: (a) make derivative works of, reverse engineer, reverse compile or disassemble the Verizon APIs; (b) access or use the Verizon APIs in any unauthorized manner, including any way that will (i) infringe on any Verizon or third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy, or (ii) violate any applicable law, statute, ordinance or regulation;

e. THE VERIZON APIS ARE PROVIDED "AS IS" AND VERIZON DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE WARRANTIES OF TITLE OR NON-INFRINGEMENT. VERIZON DOES NOT GUARANTEE THE COMPLETENESS, ACCURACY OR AVAILABILITY OF THE VERIZON APIS OR API INFORMATION, OR ANY ANTICIPATED, CONTEMPLATED OR EXPECTED USE THEREOF, AND VERIZON EXPRESSLY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY RELATED THERETO.

5. Terms applicable for Professional Services: If Customer purchases any Professional Service(s), the below additional terms and conditions shall apply:

a. Definitions: The following definitions apply to this Exhibit and any related Statement of Work.

a.1. "Deliverable" means any materials specified in a SOW for delivery by Verizon.

a.2. “Documentation” means any written materials to be prepared by Verizon for Customer under a particular SOW.

a.3. “Statement of Work” (“SOW”) means a written document which is executed between the parties and that includes at least the following information: (i) a description of the Professional Services and Deliverables; (ii) the parties’ responsibilities; and (iii) the service fees and method of calculation.

b. Rules of Engagement:

b.1. Initiating Professional Services. All Professional Services provided by Verizon shall be implemented through individual SOW(s). A SOW will become effective upon execution by authorized representatives of both parties.

b.2. SOW Integration. This Exhibit by itself does not obligate a Party to provide any Professional Services or enter into any SOW.

b.3. Change Order. Any changes to the obligations of either Party or to any other material aspect of a SOW requires a written change order signed by both parties that describes the changes and any related adjustments to cost and/or timeline.

b.4. Acceptance. Professional Services will be deemed satisfactory to and accepted by Customer unless within ten (10) calendar days after submission to Customer, Customer gives Verizon written notice with reasonable detail setting forth the aspects in which the Customer believes the Professional Services do not meet the SOW requirements. Upon receipt of such written notice, if Verizon agrees with some or all of Customer’s notice, Verizon will use commercially reasonable efforts to make such changes as will be required to correct any deficiencies. In the event such deficiencies are not corrected within sixty (60) calendar days, then Customer may terminate the applicable SOW and receive a refund of any fees paid for the deficient Professional Services as Customer’s sole and complete remedy.

c. Responsibilities:

c.1. Assumptions. The description of the Professional Services and related compensation amount in each SOW will be based upon information Customer provides and upon any assumptions set forth in the SOW. Customer acknowledges that if the information provided by Customer is incomplete or inaccurate, or if the stated assumptions are not correct, or if other facts change, then the parties will modify the SOW pursuant to Section 3.3 above.

c.2. Customer Assistance. Customer agrees that it will reasonably cooperate with and assist Verizon in Verizon’s performance of Professional Services.

c.3. Project Managers. Each Party shall appoint a project manager (“Project Manager”) for each SOW. Each Party may replace its designated Project Manager at any time.

c.4. Site Regulations. Verizon’s employees performing the Professional Services on Customer premises shall observe reasonable safety and security protocols of which Customer notifies Verizon in writing at least five (5) calendar days before Verizon’s scheduled arrival at Customer’s site, so that Verizon can review any proposed protocols.

d. Intellectual Property:

d.1. License. Subject to payment of all applicable fees for Professional Services and Deliverables provided to Customer, Verizon grants to Customer, and Customer acquires, a nonexclusive, nontransferable (except pursuant to a permitted assignment of the Agreement), worldwide, perpetual, royalty-free license to use the Deliverables in connection with receiving the Software Services for the duration of the Software Service Term.

d.2. Ownership. Verizon (and/or its licensors) retains on an exclusive basis all right, title and interest in and to any intellectual property developed, delivered and/or used by Verizon in the performance of the SOW.

d.3. Protection of Deliverables. Customer agrees to take all reasonable steps to protect Deliverables under the SOW, and any related Documentation, from unauthorized copying or use.

d.4. Restrictions. Except as expressly authorized in the SOW, Customer agrees not to rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify or time share any Deliverable.

Exhibit B: VERIZON Professional Services Terms and Conditions

a. Purpose: VERIZON offers to its customers a variety of installation, implementation, consulting, technology and project-related services related to the Software Services. This Exhibit describes additional terms and conditions under which Customer may engage VERIZON to perform such services for Customer. To the extent any provision in this Exhibit conflicts with any provision in the Statement of Work, the provision in this Exhibit will control unless the Statement of Work expressly states that the Statement of Work supersedes this Exhibit.

b. Definitions: The following definitions apply to this Exhibit and any related Statement of Work.
b.1. "Deliverable" means any materials specified in a SOW for delivery by VERIZON to Customer.
b.2. "Documentation" means any written materials to be prepared by VERIZON for Customer under a particular SOW.
b.3. "Statement of Work" ("SOW") means a written document which is executed between the parties and that includes at least the following information: (i) a description of the Professional Services and Deliverables; (ii) the parties' responsibilities; and (iii) the service fees and method of calculation.

c. Rules of Engagement:
c.1. Initiating Professional Services. All Professional Services provided by VERIZON to Customer shall be implemented through individual SOW(s). A SOW will become effective upon execution by authorized representatives of both parties.
c.2. SOW Integration. This Exhibit by itself does not obligate a Party to provide any Professional Services or enter into any SOW.
c.3. Change Order. Any changes to the obligations of either Party or to any other material aspect of a SOW requires a written change order signed by both parties that describes the changes and any related adjustments to cost and/or timeline.
c.4. Acceptance. Professional Services will be deemed satisfactory to and accepted by Customer unless within ten (10) calendar days after submission to Customer, Customer gives VERIZON written notice with reasonable detail setting forth the aspects in which the Customer believes the Professional Services do not meet the SOW requirements. Upon receipt of such written notice, if VERIZON agrees with some or all of Customer's notice, VERIZON will use commercially reasonable efforts to make such changes as will be required to correct any deficiencies. In the event such deficiencies are not corrected within sixty (60) calendar days, then Customer may terminate the applicable SOW and receive a refund of any fees paid for the deficient Professional Services as Customer's sole and complete remedy.

d. Responsibilities:
d.1. Assumptions. The description of the Professional Services and related compensation amount in each SOW will be based upon information Customer provides to VERIZON and upon any assumptions set forth in the SOW. Customer acknowledges that if the information provided by Customer is incomplete or inaccurate, or if the stated assumptions are not correct, or if other facts change, then the parties will modify the SOW pursuant to Section 3.3 above.
d.2. Customer Assistance. Customer agrees that it will reasonably cooperate with and assist VERIZON in VERIZON's performance of Professional Services.
d.3. Project Managers. Each Party shall appoint a project manager ("Project Manager") for each SOW. Each Party may replace its designated Project Manager at any time.
d.4. Site Regulations. VERIZON's employees performing the Professional Services on Customer premises shall observe reasonable safety and security protocols of which Customer notifies VERIZON in writing at least five (5) calendar days before VERIZON's scheduled arrival at Customer's site, so that VERIZON can review any proposed protocols.

e. Compensation and Invoicing:

e.1. Compensation for Professional Services; Expenses. Customer shall pay all the amounts specified in the relevant SOW, including without limitation, compensation for Professional Services and all reasonable out-of-pocket expenses incurred in the performance of the Professional Services, and for any non-standard expenses incurred at the request of Customer.
e.2. Invoicing. Unless otherwise agreed in a SOW, Professional Service fees and expenses shall be calculated by VERIZON on a monthly basis and invoiced to Customer within fifteen (15) calendar days after the end of each month.

f. Intellectual Property:
f.1. License. Subject to payment of all applicable fees for Professional Services and Deliverables provided to Customer, VERIZON grants to Customer, and Customer acquires, a nonexclusive, nontransferable (except pursuant to a permitted assignment of the Agreement), worldwide, perpetual, royalty-free license to use the Deliverables in connection with receiving the Software Services for the duration of the Software Service Term.
f.2. Ownership. VERIZON (and/or its licensors) retains on an exclusive basis all right, title and interest in and to any intellectual property developed, delivered and/or used by VERIZON in the performance of the SOW.
f.3. Protection of Deliverables. Customer agrees to take all reasonable steps to protect Deliverables under the SOW, and any related Documentation, from unauthorized copying or use. f.4. Restrictions. Except as expressly authorized in the SOW, Customer agrees not to rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify or time share any Deliverable.

g. Warranty:
g.1. Warranty for Professional Services. VERIZON warrants that the Professional Services, including any installation performed under this Agreement shall be performed in a professional manner in accordance with generally accepted industry standards. Unless otherwise stated in the SOW, this warranty shall be effective for thirty (30) calendar days following acceptance of the Professional Services in accordance with Section 3.4. In the event of a breach of this warranty, VERIZON will correct or re-perform the Professional Services so that the Professional Services comply with this warranty. If VERIZON is unable to correct the Professional Services within a reasonable period of time, Customer's sole remedy is to terminate the relevant SOW and obtain a refund of the amount Customer paid to VERIZON for the Professional Services VERIZON is unable to correct. VERIZON does not warrant installations, during any period, (i) against abuse, misuse, modification, or unintended use of the Products or other installed equipment, or (ii) an installation, whether requested and implemented by Customer or VERIZON, which results in covering or otherwise concealing an antenna. All installation and other professional services are provided "AS IS".
g.2. Exclusions. This warranty excludes performance issues that result from: third-party hardware or firmware malfunction or defect; software not developed or provided by VERIZON; incorrect data or incorrect procedures used or provided by Customer or a third-party; defects which are outside the reasonable control of VERIZON; abuse, misuse, modification, or unintended use of the Products or other installed equipment by Customer; installation, whether requested and implemented by Customer or VERIZON, which results in covering or otherwise concealing an antenna. Customer will reimburse VERIZON for its reasonable time and expenses for any Professional Services provided at Customer's request to remedy excluded non- performance issues. This warranty shall immediately cease if Customer or any third-party modifies any portion of a Deliverable and/or modifies Customer's system so that a Deliverable is no longer functional or appropriate.
h. Termination of SOW:
h.1. Termination for Cause. A SOW may be terminated by either Party effective immediately if a breach of any representation, warranty, covenant, condition or other obligation applicable to the SOW by the other Party remains uncured thirty (30) calendar days after notice of such breach is given by the aggrieved Party to the breaching Party.
h.2. Consequences of Termination. In the event of termination of a SOW, Customer shall pay

VERIZON the amounts specified in the fees section of each such SOW relating to work performed by VERIZON prior to and including the date of termination, as well as any additional costs or expenses which VERIZON had incurred or contracted for with respect to the Professional Services and is unable to avoid. Additionally, all property of each Party in possession of the other Party relating to such SOW shall be returned. Customer will return to VERIZON any Deliverable provided to Customer by VERIZON under such SOW but not yet fully paid for by Customer.

City Council Meeting

July 9, 2020

CITY OF ABILENE TEXAS

Vehicle Reporting System to Monitor Performance and Location

- Global Positioning System (GPS) tracking is common in many vehicles and portable devices and increasingly used by companies and municipalities to track vehicle location and performance.
- GPS units are useful in monitoring vehicle use by sending data to determine where and how a vehicle is being used, making it easier to plan service routes, determining driver performance, verifying location and automatically reporting an emerging or urgent problem with the vehicle.
- The City's Information Technology Department and Transportation Services Department researched various market platforms that could provide the widest range of options for not only Fleet Services' use through its AssetWorks software, but additional uses such as route planning for Solid Waste routes and Stormwater Services' street sweeping routes. This solution was the only integrated partner with AssetWorks.

- The CIO was able to determine that Verizon's platform offers the widest use to the City and obtained pricing through AssetWorks' Government Services Administration's (GSA) purchasing contract using Verizon as the hardware, installation and service provider.
- Under this contract, Verizon will provide the data sending/receiving units and installation for 396 City vehicles, not including Fire and Police vehicles. Fire and Police vehicles may be considered for a future installation.
- The purchase and installation cost is $77,138.78. The data services for the first year will be $94,752.22. For a total Year 1 cost of $171,891.00.
- An additional three years of data service will cost $94,752.22/year.

QUESTIONS?

City Council
Agenda Memo

City Council Meeting Date: 7/9/2020

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to accept award of the Small Community Air Service Development Program Grant *(Don Green)***

GENERAL INFORMATION

The City of Abilene through Abilene Regional Airport (ABI) applied for the U.S. Department of Transportation's FY18 Small Community Air Service Development Grant Program (SCASDP). The intent of the grant program is to assist smaller cities with attracting or retaining air service that the applicant demonstrates is crucial to the economic well-being of that city.

Airport staff applied for the grant to assist with attracting new direct service to Houston Bush-Intercontinental Airport and/or Denver International Airport. Staff requested grant funding in the amount of $1,000,000 to be matched by local cash and in-kind incentives, including a $200,000 cash match from the City, marketing funds provided by DCOA/Develop Abilene and two years of no Airport operating costs.

Airport Staff was notified that the City was awarded the full requested grant amount of $1,000,000. This is the largest amount of the 18 grants awarded by DOT for this program year.

The $1,200,000 of total cash will serve as a revenue guaranty to an airline beginning direct service to either or both of those airports and ABI to offset the high cost of initiating service in a new market. The marketing funds will be used to promote the new service within ABI's market area. Two years of no airport charges includes terminal and facilities rent, fuel flowage fees and landing fees as described in a City Council Resolution effective January 1, 2006 and is the maximum time period that the airport can offer under Federal Aviation Administration (FAA) regulations.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The City pledges $200,000 as a cash match.

The City's In-Kind contribution includes 2 years of marketing budget dollars and Marketing Manager salary used to promote air service from Abilene Regional Airport. Marketing salary and budget are provided to the Abilene Regional Airport by the Development Corporation of Abilene in the total amount of $209,689.

In-Kind contributions also represent an approximation of 2 years of office lease space, landing fees and other airport use fees that will not be charged to the new air service carrier. This total provided by Abilene Regional Airport is $90,768. Creating a total of $300,457.00 of In-Kind contributions.

STAFF RECOMMENDATION

Staff recommends acceptance of this grant.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation for acceptance at its June 3, 2020 meeting.

ATTACHMENTS:

1. SCASDP Award Resolution 7-9-20
2. Air Svc Dev Incentive Executed Policy 2-28-06
3. FY18 SCASDP Grant Agreement Abilene TX Final.6.18.2020
4. SCASDP Award Presentation (7-9-20)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ACCEPTING AWARD OF THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT GRANT FROM THE U.S. DEPARTMENT OF TRANSPORTATION FOR ABILENE REGIONAL AIRPORT

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

WHEREAS, air service access is important to the economic and quality-of-life sustainability of any community; and

WHEREAS, Airport Staff applied for a Small Community Air Service Development Grant through the U.S. Department of Transportation for $1,000,000 in grant funds to serve as a revenue guaranty for direct scheduled air service to Houston Bush-Intercontinental Airport and/or Denver International Airport; and

WHEREAS, the grant includes City and Development Corporation of Abilene (DCOA) cash and in-kind contributions of up to $500,457.00; and

WHEREAS, such local contributions include $200,000 in City funds to be included in the revenue guaranty, $209,689 in funding by DCOA for marketing new air service, and $90,768 in waived airport rents and usage fees as approved by City Council and effective January 1, 2006, for up to two years; 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 accept the award of this grant.
2. That this resolution takes effect immediately upon Council approval.

ADOPTED this 9th Day of July 2020.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Anthony Williams, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CITY OF ABILENE
AIR SERVICE DEVELOPMENT INCENTIVE POLICY
Effective January 1, 2006

WHEREAS, the City of Abilene ("City") operates the Abilene Regional Airport ("Airport") and considers it and the air service it facilitates to serve the West Central Texas region to be vital to the economic growth, well being and quality of life of the region; and

WHEREAS, the City is in competition with other airport operators to attract airlines to serve their markets through their respective airports; and

WHEREAS, under the Policy and Procedures Concerning the Use of Airport Revenue issued by the Federal Aviation Administration ("FAA") on February 16, 1999, the City, to attract airline service, can offer economic incentives to the airlines on a nondiscriminatory basis for a promotional period;

THEREFORE, the City of Abilene City Council does hereby adopt the following Air Service Development Incentive Policy for scheduled commercial service, as follows:

1. Incentives shall mean (a) the waiver of any rate or charge including, but not limited to landing fees, space rental, and loading bridge charges, (b) conducting a marketing, advertising, and/or public relations campaign, (c) promotion of air service through appropriate distribution channels such as travel agencies and internet web sites, and (d) any other item deemed necessary by the City to attract new air service to the Airport.

2. Incentives may be offered to any airline offering the following qualifying service:
   a. Add new non-stop service in aircraft with no fewer than 30 passenger seats to a new destination not then available from Abilene on a non-stop basis;
   b. Add additional non-stop service in aircraft with no fewer than 30 passenger seats to an existing destination;
   c. Upgrade existing turbo-prop service to jet service;
   d. Add Low Cost Carrier (as defined by U.S. DOT/BTS) non-stop service in aircraft with no fewer than 30 passenger seats to any destination;
   e. Common-rate fares with the fares the airline charges at the following airports to Abilene's top 20 markets: Midland/Odessa, Lubbock, DFW, and Dallas Love Field.

3. Incentives may be offered for a promotional period not exceeding two years unless the City determines a longer period is necessary to compete with other airports, or the FAA determines that a period in excess of two years qualifies as a promotional period.

4. Incentives may be offered in differing forms and amounts based on the destination, frequency of service, and type of aircraft flown on the route.

5. Incentives shall be offered on a nondiscriminatory basis to all airlines taking into consideration all the relevant factors stated above. A waiver of any rate or charge shall apply only for the individual flights which provide the qualifying service defined in paragraph 2 above.

6. Incentives other than a waiver of any rate or charge, such as marketing, advertising and/or public relations support, shall be instituted in a manner that, in addition to promoting the new service and/or airline, shall also promote the Airport.

7. In addition, the City may advocate for the operational subsidy, revenue guarantee or other financial assistance by other entities which may be available to an airline to achieve the purposes of this policy.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, ON THE 10TH DAY OF FEBRUARY, 2006.

Mayor, City of Abilene, Texas

ATTEST:

City Secretary, City of Abilene, TX

APPROVED:

City Attorney

GRANT AWARD AND AGREEMENT BETWEEN THE U.S. DEPARTMENT OF TRANSPORTATION AND THE CITY OF ABILENE, TEXAS, ACTING FOR THE COMMUNITY OF ABILENE, TEXAS, UNDER THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM

CFDA 20.930 FAIN: 69A34518422160002
DOCKET #: DOT-OST-2019-0071-0002

WHEREAS, the City of Abilene (the Sponsor), on behalf of the community of Abilene, Texas, has applied for a Grant under the Small Community Air Service Development Program; now THEREFORE, the U.S. Department of Transportation (DOT), acting for the UNITED STATES, presents this Grant Award and Agreement (Grant Agreement) to the Sponsor for a grant of up to $1,000,000 to assist in the Sponsor's efforts to address the air service needs of the community. This Grant Agreement shall be effective on the date of last signature by the Sponsor and DOT (collectively, the Parties). Unless otherwise defined in this Grant Agreement, capitalized terms shall have the meanings assigned to such terms in Section E hereof.

THIS GRANT AWARD AND AGREEMENT IS MADE ON AND SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

A. GENERAL CONDITIONS

1. The maximum obligation of the United States payable under this Grant Agreement shall be $1,000,000.
2. Payment of the United States' share of the Total Project Cash Costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as DOT may prescribe, including, without limitation, 2 CFR Parts 200 and 1201. Final determination of the United States' share may be based upon a final review of the Total Project Cash Costs and settlement will be made for adjustments to the United States' share of costs.
3. The Sponsor shall carry out and complete the Grant Project without undue delays and in accordance with the terms hereof and pursuant to any regulations and procedures as DOT may prescribe.
4. This Grant Agreement constitutes an obligation of federal funding. The grant awarded hereunder shall expire and the United States shall not be obligated to pay any part of the costs of the Grant Project unless the Sponsor signs this Grant Agreement on or before **July 15, 2020**, or such subsequent date as may be prescribed in writing by DOT. If the Sponsor makes any substantive changes to this Grant Agreement, such changes shall constitute amendments to this Grant Agreement and further action on the part of DOT is required in order for DOT to accept such amendments to the initial grant award obligation. If not signed and returned to DOT without modification by the Recipient on or before **July 15, 2020**, DOT may unilaterally terminate this Grant Agreement.

5. The Sponsor shall take all steps, including litigation, if necessary, to recover Federal funds when DOT determines, after consultation with the Sponsor, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or disbursed by the Sponsor that were originally paid pursuant to this Grant Agreement.
6. The Sponsor shall retain all documents relevant to this Grant Agreement and the Grant Project for a period of three (3) years after completion of all projects undertaken pursuant to the Grant Agreement and receipt of final reimbursement from the U.S. Treasury, whichever is later. It shall furnish DOT, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by DOT.
7. The United States shall not be responsible or liable for damage to property or injury to persons that may arise from, or be incident to, compliance with this Grant Agreement.
8. The Sponsor shall ensure compliance with Federal regulations requiring conduct of a Federally-approved audit of any expenditure of funds of $750,000 or more in a year in Federal awards.
9. The provisions of 2 CFR 200.317–200.326 (Procurement Standards), as implemented and modified by 2 CFR 1201, shall apply to the extent that the Sponsor procures property and services in carrying out the Grant Project.

B. SPECIAL CONDITIONS

1. Subject to the terms set forth in this Grant Agreement, DOT reserves the right to terminate the Grant Agreement, and DOT's obligations hereunder, on ninety (90) days' prior written notice, unless otherwise agreed between the Sponsor and DOT, if any of the following occurs:
    a. The Sponsor fails to provide the local contribution as provided in its Grant Application, or alternatives approved by DOT;
    b. The Sponsor fails to provide any In-Kind Contributions that are provided in its Grant Application, or alternative In-Kind Contributions approved in writing by DOT;
    c. The Sponsor does not meet the conditions and obligations specified under this Grant Agreement; or
    d. DOT determines that termination is in the public interest.
2. Either Party may seek to amend or modify this Grant Agreement on thirty (30) days' prior written notice to the other Party. The Grant Agreement will be amended or modified only on mutual written agreement by both parties.
3. At any time, on thirty (30) days' prior written notice, the Sponsor may request termination of this Grant Agreement.

4. Subject to the terms set forth in this Grant Agreement, and unless otherwise agreed between the Sponsor and DOT, **this Grant Agreement will expire on January 9, 2026. NOTE**: The three-year limitation set forth in Title 49 U.S.C. 41743(d)(1), applicable only to revenue guarantees, begins when subsidized service commences.
5. Should the Sponsor be unable to complete its Grant Project within the time initially allocated to it in this Grant Agreement, the Sponsor may obtain a self-initiated one-year extension of this Grant Agreement if the Sponsor files with the Department, no later than sixty (60) days prior to the original expiration date of this Grant Agreement, a written request for such extension. Consistent with the provisions of 2 CFR § 200.308(d)(2), such request must include a description of the supporting reasons for the extension. **NOTE**: Access to remaining federal funding is not a sufficient reason for a self-initiated extension. Supporting reasons must be substantive in nature. If the supporting reasons are in the public's best interests, the Department will acknowledge receipt of the request filed under this subsection of the Grant Agreement, and this Grant Agreement will then expire one calendar year after the expiration date currently set forth in this Grant Agreement.

C. PROPOSAL SPECIFIC CONDITIONS

1. Sponsor: The City of Abilene, designated by the community of Abilene, Texas, as the legal Sponsor under the Small Community Air Service Development Program, is a government entity that shall administer the Grant according to the terms and conditions set forth in this Grant Agreement.

   Sponsor Contact: Other Grant Project Contact:
   Name: Don Green
   Title: Director of Transportation Services
   Company: The City of Abilene - Abilene Regional Airport
   Address: 2933 Airport Blvd. Abilene, TX 79602-2105
   Phone: (325) 676-6061
   Fax:
   Email: don.green@abilenetx.gov
   DUNS Number: 081078891000
   TIN Number: 75-6000440

2. Scope of the Grant Project

Grant Project: Minimum revenue guarantee (MRG), associated marketing program, recruitment costs and start-up cost offsets to recruit, initiate, and support new daily non-stop air service to George Bush Intercontinental Airport (IAH) and/ or, new air service to Denver International Airport (DEN).

3. Funding

a. Total Project Cash Costs:	$1,200,000
Federal Share:	$1,000,000
Local Share:	$200,000
In-Kind Contribution:	$300,457

b. Payment by DOT shall not exceed $**1,000,000** for the Grant Project's Total Project Cash Costs, which are costs arising from the Grant Project described in Section 2 above.

c. The community will provide any In-Kind Contributions described in its Grant Application, or alternative In-Kind Contributions approved by DOT, toward implementation of the Grant Project.

d. **The Sponsor shall pay the costs associated with the Grant Project prior to seeking reimbursement from DOT**. If the Sponsor is seeking private contributions to complete the Local Share, the Sponsor is responsible for ensuring that the full Local Share is provided.

e. To seek reimbursement from DOT, the Sponsor shall submit documentary evidence of all expenditures associated with the Grant Project set forth in Section C.3.b above, and included in the Total Project Cash Costs set forth in Section C.3.a above (those to be covered by the local and/or state contribution, as well as those covered by the Federal contribution) on a monthly basis. DOT will reimburse the Sponsor on a monthly basis for **84.33 percent** of all valid expenditures submitted (the specific Federal share of Total Project Cash Costs is set forth in Sections C.3.a and C.3.b above), subject to Section C.3.c, above, and Sections C.3.f and C.3.g, below. All reimbursement requests to DOT shall include sufficient documentation to justify reimbursement of the Sponsor, including invoices and proof of payment of the invoice. **NOTE**: Expenditures incurred by third parties are not directly reimbursable to such third parties under this grant program. The Legal Sponsor **must have paid all costs** associated with eligible invoices, including costs incurred by third parties, prior to seeking reimbursement from the Department. The Sponsor may **not** seek reimbursement from the Department in any case where a third party (such as, but not limited to, an Economic Development Board, a Visitors' Bureau, or a Chamber of Commerce) has paid for such services instead of the Sponsor. In seeking reimbursements, grant recipients must provide

invoices or other evidence of the expenditure, details about the expenditure and how it relates to the grant project, and evidence of payment. In addition, the legal sponsor is required to certify that each invoice is relevant to the authorized grant project and has been paid. In addition, for grants involving marketing of services conducted under a revenue guarantee, the Sponsor may seek reimbursement only for marketing activities that are market-specific to the city pairs shown in the revenue guarantee agreement with the air carrier, and not for general marketing of the city or airport at issue in this Grant Agreement. Specifically, all marketing materials that are for route-specific grants must display the destination city and/or airport name.

f. Payment of the final ten percent (10%) of the Federal funding for the Grant Project will be made after receipt by DOT of the final report set forth in Section C.4 below.

Section C.3.g shall apply only if this box ☒ is checked.

g. No reimbursement by DOT will be made until the Sponsor has provided DOT with a copy of the revenue guarantee, subsidy, or financial incentive agreement between the Sponsor and air carrier(s), including the cost and revenue bases for the compensation required.

Section C.3.h shall apply only if this box ☒ is checked.

h. At the sole option of DOT, funding may terminate twelve (12) months after the Execution of this Grant Agreement if the Sponsor is unable to execute an agreement with an Air Carrier to provide the new air service described above, unless otherwise agreed between the Sponsor and DOT.

Section C.3.i shall apply only if this box ☒ is checked.

i. At the sole option of DOT, funding may terminate within six (6) months after execution of an agreement with an Air Carrier to provide the new air service described above if the marketing program to support the service has not been developed and implemented, unless otherwise agreed between the Sponsor and the DOT.

Section C.3.j shall apply only if this box ☒ is checked.

j. At the sole option of DOT, funding under this Grant Agreement may terminate if no air service by an Air Carrier has commenced within twelve (12) months after the Execution of this Grant Agreement, unless otherwise agreed between the Sponsor and DOT.

k. If during the term of a revenue guarantee agreement, subsidy agreement, or other financial incentive agreement with the Community, the Air Carrier stops providing the agreed-upon service, DOT will only provide

reimbursement to the Grant Recipient for the actual service provided by the Air Carrier under the relevant agreement.

l. The Sponsor shall ensure that the funds provided by DOT are not misappropriated or misdirected to any other account, need, project, line-item, or the like.

m. All requests for reimbursement must be made by the Grant Recipient within sixty (60) calendar days after the date of expiration (see Section B.4) of this Grant Agreement.

n. All expenses for this Grant Project must be incurred by the date of expiration of this Grant Agreement (see Section B.4), unless otherwise agreed between the Sponsor and DOT.

o. Should this Grant Agreement be terminated prior to the expiration date provided herein (see Section B.4), DOT reserves the right to require that the Sponsor return to DOT any of the funds reimbursed for expenses subsequently deemed ineligible.

4. Reports

a. Grant Project reports, including progress on milestones as set forth in Section 4.b, below, shall be reported to DOT on a semi-annual basis, with reports due to DOT on April 15 and October 15 of each year that the Grant Agreement remains effective. **The first Grant Project report is due on October 15, 2020.**

b. Project reports shall include the following: (i) brief narrative detailing the status of the Grant Project and the progress being made towards the scope of the Grant Project described in Section C.2; (ii) status report on the hiring of any consultants in conjunction with implementation of the Grant Project; (iii) status report on progress toward completion of any and all In-Kind Contributions committed to implementation of the Grant Project as described in Section C.3.a above and in the Grant Application, or alternative Third-Party In-Kind contributions approved by DOT, including documentation evidencing that In-Kind Contributions were made; (iv) status report on any and all marketing or promotional activities undertaken; (v) status report on any and all contract negotiations with Air Carriers, including any revenue guarantee, subsidy, or financial incentive agreements; and (vi) status report on contract negotiations with other third parties in conjunction with the implementation of the Grant Project.

c. Final report (in a format to be provided by DOT) of the Sponsor's assessment of the Grant Project shall be made to DOT within three months after expiration of this Grant Agreement or conclusion of the Grant Project, whichever occurs earlier.

5. Sponsor Obligations

Section C.5.a shall apply only if this box ☐ is checked.

a. Within three (3) months following the date of Execution of the Grant Agreement, the Sponsor shall submit to DOT a detailed marketing plan as set forth in the Grant Application, including the types of media to be used, projected expenditures for each marketing component, and timeline for release of the marketing/advertising material.

Section C.5.b shall apply only if this box ☒ is checked.

b. Within six (6) months following the date of execution of an agreement with an Air Carrier for service at the community, the Sponsor shall submit to DOT a detailed marketing plan as set forth in the Grant Application, including the types of media to be used, projected expenditures for each marketing component, and timeline for release of the marketing/advertising material.

c. The Sponsor shall, within fifteen (15) calendar days after their execution, provide DOT with a copy of all agreements executed between the Community and any consultants, Air Carriers, or other parties with respect to the Grant Project. The Sponsor shall, within fifteen (15) calendar days after execution, also provide DOT with notice of any amendment to, or termination of such agreements. The Sponsor shall ensure that all agreements entered into with third parties regarding this grant are consistent with this Grant Agreement and the documents incorporated by reference into the Grant Agreement, and any amendments or modifications executed, pursuant to Section B.

d. The Sponsor shall ensure that the obligations set forth in this Grant Agreement are met. Failure to do so may result in termination of the Grant Agreement by DOT.

D. ASSURANCES

The Sponsor shall execute the attached assurances and certifications (Assurances) in conjunction with its signing of this Grant Agreement and shall ensure compliance by the Grant Recipient with these Assurances and any amendments or modifications thereto. The Assurances are integral parts to this Grant Agreement and are deemed to be incorporated by reference into this Grant Agreement.

E. DEFINITIONS

Air Carrier: A United States-certificated air carrier undertaking to provide air transportation, including, without limitation, scheduled and unscheduled air carriers, regional air carriers, commuter air carriers, and air taxi operators.

Assurances: This term shall have the meaning ascribed to it in Section D of this Grant Agreement.

Community: All parties identified in the Grant Application as participating in the Grant Project, including the Sponsor.

DOT: United States Department of Transportation.

Execution of Grant Agreement: Signing of this Grant Agreement by DOT and the Sponsor.

Federal Share: Federal funds authorized for use by the Grant Recipient in implementing the Grant Project.

Grant Agreement: This written agreement between DOT and the Sponsor describing the scope of the Grant Project and setting forth the terms and conditions of the Community's participation in the Small Community Air Service Development Program, and incorporating by reference (a) all attachments and exhibits to this Grant Agreement, including the Assurances, in their entireties; (b) the Grant Application, except to the extent inconsistent with the terms of this written agreement; and (c) DOT Order 2018-7-10 in its entirety.

Grant Application: The complete document submitted in FY 2019 to DOT by the Community in Docket DOT-OST-2019-0071, including any information submitted in the docket as confidential material.

Grant Project: The scope of the project set forth in Section C.2 of this Grant Agreement.

Grant Recipient: Community receiving the SCASDP grant, including the Sponsor.

In-Kind/Third-Party In-Kind Contribution: Property or services that benefit the Grant Project and that are contributed by non-Federal third parties without charge to the Grant Recipient or a cost-type contractor under the Grant Agreement.

Local Share: Public, community, state, or private funds described in the Grant Application for use in implementing the Grant Project, excluding any In-Kind Contributions (including Third-Party In-Kind Contributions).

Party: DOT and/or the Sponsor, as the context indicates.

Proposal: A proposed project described by the Community in its Grant Application.

Small Community Air Service Development Program (SCASDP): A grant-in-aid financial assistance program originally established under the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (AIR-21), Pub. L. No. 106-181, reauthorized by Vision 100—The Century in Aviation Reauthorization Act, Pub. L. No. 108-176, and the FAA Modernization and Reform Act of 2012, Pub. L. No. 112-95, as amended, and codified in Title 49 U.S.C. § 41743.

Sponsor Obligations: Responsibilities of the Sponsor under this Grant Agreement and those documents incorporated by reference into the Grant Agreement as set forth above (see definition of Grant Agreement).

Sponsor: A government entity and legal sponsor of the Grant Recipient that agrees pursuant to this Grant Agreement to administer and oversee implementation of this Grant Agreement and the fulfillment of the Grant Project.

Total Project Cash Costs: Sum of the Federal and local cash shares contributed toward completion of the Grant Project, excluding any In-Kind Contributions (including Third-Party In-Kind Contributions). Total Project Cash Costs are described in Sections C.3.a and C.3.b of this Grant Agreement.

GRANT AWARD AND AGREEMENT

This Grant Award and Agreement is made in accordance with Title 49 U.S.C. § 41743 and is subject to the terms and conditions of this Grant Agreement and the Assurances attached hereto and incorporated herein.

Executed this _____ day of _____, 2020.

United States Department of Transportation

(SEAL)

_____
Brooke Chapman
Associate Director
Small Community Air Service Development Program

ACCEPTANCE

The undersigned Sponsor agrees to accomplish each element of the Grant Project in compliance with the terms and conditions of this Grant Agreement and the Assurances attached hereto and incorporated herein.

Executed this _____ day of _____, 2020.

The City of Abilene
Abilene, TX

(SEAL)

By: _____
Signature of Sponsor's Designated Official Representative

_____
Printed Name

_____
Title

Attest: _____

Title: _____

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify: That in my opinion the Sponsor is a government entity empowered to enter into the foregoing Grant Agreement under the laws of the State (or Commonwealth) of _____. Further, I have examined the foregoing Grant Agreement, and the actions taken by said Sponsor relating thereto, and find that the acceptance thereof by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State (or Commonwealth) and Title 49 of the U.S. Code. In addition, for grants involving projects to be carried out on property not owned by the Sponsor or where Sponsor may make payments to others, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement, including the Assurances**,** constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

_____	_____
Signature of Sponsor's Attorney	Date
_____	_____
Printed or Typed Name	Telephone

ATTACHMENT B

GRANT ASSURANCES

TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Grant Application and by entering into the Grant Agreement under the Small Community Air Service Development Program (SCASDP), the Grantee (also herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), the Grantee is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted SCASDP Discretionary Grant program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the SCASDP Discretionary Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "*The Grantee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*"

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Grantee also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all

applicable provisions governing DOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Grantee gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the SCASDP Discretionary Grants Program. This ASSURANCE is binding on the Grantee, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the SCASDP Discretionary Grants Program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or DOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a

contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or DOT, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or DOT may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or DOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Grantee will accept title to the lands and maintain the project constructed thereon in accordance with and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Grantee all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Grantee and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or

structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Grantee, its successors and assigns.

The Grantee, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Grantee will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Grantee pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Grantee will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Grantee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Grantee pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Grantee will there upon revert to and vest in and become the absolute property of Grantee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898 (as amended by Executive Order 12948), Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

Signature	Date
Title	
Grant Recipient	

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS

CERTIFICATION REGARDING INFLUENCING ACTIVITIES

Certification for Contracts, Grants, Loans,
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Influencing Activities," in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____
Signature Date

_____
Title

_____
Grant Recipient

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
OFFICE OF AVIATION ANALYSIS

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS IN THE PERFORMANCE OF SMALL COMMUNITY AIR SERVICE PURSUANT TO GRANT AWARD UNDER THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM

A. The grant recipient certifies that it will, or will continue, to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grant recipient's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
(b) Establishing an ongoing drug-free awareness program to inform employees about--
  (1) The dangers of drug abuse in the workplace;
  (2) The grant recipient's policy of maintaining a drug-free workplace;
  (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(c) Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph (a);
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment supported by the grant award, the employee will--
  (1) Abide by the terms of the statement; and
  (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Office of Aviation Analysis. Notice shall include the order number of the grant award;
(f) Taking one of the following actions, within 30 days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted--
  (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
  (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grant recipient *may*, but is not required to, insert in the space provided below the site for the performance of work done in connection with the specific grant.

Places of Performance (street address, city, county, state, zip code). For the provision of air service pursuant to the grant award, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award.

Check [ ] if there are workplaces on file that are not identified here.

_____ _____
Grant Recipient Signature Date

OFFICE OF THE SECRETARY OF TRANSPORTATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Part 1200, 2 C.F.R. Part 180

Instructions for Certification

1. By entering in the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance and certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Sponsor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Sponsor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Sponsor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The Sponsor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the Sponsor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The Sponsor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless authorized by the department or agency entering into this transaction.

7. The Sponsor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," available from the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its

principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters -- Primary Covered Transactions

(1) The Sponsor certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this Grant Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Sponsor is unable to certify to any of the statements in this certification, such Sponsor shall attach an explanation to this proposal.

_____	_____
Name	Affiliation
_____	_____
Title	Date

OFFICE OF THE SECRETARY OF TRANSPORTATION CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By entering into the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance and certification set out below.

2. The certification required by a prospective lower tier participant is a material representation of fact upon which reliance is placed when a transaction is entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which the certification is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant shall agree that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant shall further agree that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in the covered transaction pursuant to 2 CFR Parts 180 or 1200 or 48 CFR Part 9, Subpart 9.4, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion -- Lower Tier Covered Transactions

By entering into the SCASDP Grant Agreement and signing below, the Sponsor is providing the assurance set forth in paragraphs (1) and (2) below.

(1) The Sponsor shall ensure that any prospective lower tier participant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Grant Project by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in the certification, the Sponsor shall ensure that such lower tier prospective participant attaches an explanation to the certification.

_____
Name

_____
Title

_____
Affiliation

_____
Date

City Council Meeting

July 9, 2020

CITY OF ABILENE TEXAS

Small Community Air Service Development Grant Acceptance

- The City of Abilene through Abilene Regional Airport (ABI) applied for the U.S. Department of Transportation's FY18 Small Community Air Service Development Grant Program (SCASDP). The intent of the grant program is to assist smaller cities with attracting or retaining air service that the applicant demonstrates is crucial to the economic well-being of that city.
- Airport staff applied for the grant to assist with attracting new direct service to Houston Bush-Intercontinental Airport and/or Denver International Airport.
- Staff requested grant funding in the amount of $1,000,000 to be matched by local cash and in-kind incentives, including a $200,000 cash match from the City, marketing funds provided by DCOA/Develop Abilene and two years of no Airport operating costs.

- Airport Staff was notified that the City was awarded the full requested grant amount of $1,000,000. This is the largest amount of the 18 grants awarded by DOT for this program year.
- The $1,200,000 of total cash will serve as a revenue guaranty to an airline beginning direct service to either or both of those airports and ABI to offset the high cost of initiating service in a new market.
- The marketing funds will be used to promote the new service within ABI's market area.
- Two years of no airport charges includes terminal and facilities rent, fuel flowage fees and landing fees as described in a City Council Resolution effective January 1, 2006 and is the maximum time period that the airport can offer under Federal Aviation Administration (FAA) regulations.

ABILENE
REGIONAL AIRPORT

City Council
Agenda Memo

City Council Meeting Date: 7/9/2020

TO: **Robert Hanna, City Manager**

FROM: **Mike Rains, Finance Director**

SUBJECT: **5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Designating an Officer to Calculate the No-New-Revenue Tax Rate and the Voter-Approved Tax Rate and Publish Property Tax Information *(Mike Rains)***

GENERAL INFORMATION

The 86th Legislature of the State of Texas modified the manner in which the voter-approval and no-new-revenue property tax rates are calculated and expanded the communication requirements.

In addition, the Texas Property Tax Code now requires the governing body to designate an officer or employee to calculate and publish property tax information.

Historically, the effective tax rate (no-new-revenue tax rate) and voter-approval tax rate have been calculated by the Chief Executive Officer of the Central Appraisal District of Taylor County. The Chief Executive Officer has expressed a willingness to continue in this role.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends the designation of the Chief Executive Officer of the Central Appraisal District of Taylor County as the officer who will calculate and publish the required information.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution Designating Officer for Taxation Information
2. Powerpoint - Resolution Designating an Officer to Calculate and Publish Tax Information

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS DESIGNATING THE CHIEF EXECUTIVE OFFICER OF THE CENTRAL APPRAISAL DISTRICT OF TAYLOR COUNTY TO CALCULATE THE NO-NEW-REVENUE TAX RATE AND THE VOTER-APPROVED TAX RATE FOR THE CITY OF ABILENE

WHEREAS, the 86th Legislature of the State of Texas modified the manner in which the voter-approval property tax rate and no-new-revenue property tax rates are calculated and expanded the requirements for communicating Truth-in-Taxation to the public; and

WHEREAS, Texas Property Code Chapter 26.04 (c) requires the governing body of the City to designate an officer or employee to calculate and publish property tax information; and

WHEREAS, the officer or employee would comply with mandates established by the Texas Comptroller, provide the tax rates for an entity's web page, and publish tax information on a public website; and

WHEREAS, the Chief Executive Officer of the Central Appraisal District of Taylor County is qualified, willing, and able to serve as the designated officer; and

WHEREAS, staff recommends the designation of the Chief Executive Officer of the Central Appraisal District of Taylor County.

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

PART 1: That the City Council designates the Chief Executive Officer of the Central Appraisal District of Taylor County as the officer designated to calculate and publish property tax information in accordance with the Texas Property Tax Code and mandates established by the Texas State Comptroller.

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

ADOPTED this 9th day of July, 2020.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Anthony Williams, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Resolution – Designating an Officer to Publish and Calculate Property Tax Information

CITY OF ABILENE TEXAS

Resolution – Designating an Officer to Publish and Calculate Property Tax Information

- The 86th Legislature of the State of Texas made several changes to the calculation of the no-new-revenue and voter-approval property tax rates as well as requirements for communication of tax related items.
- One of the changes made by the Legislature is the requirement of the governing body to designate an officer or employee to calculate and publish this property tax information.
- Gary Earnest, the Chief Executive Officer of the Central Appraisal District of Taylor County has historically provided the effective-tax rate (no-new-revenue) and voter-approval tax rates and has expressed a willingness to continue to calculate and publish the tax information.
- Staff is recommending the designation of the Chief Executive Officer of the Central Appraisal District of Taylor County to calculate and publish property tax related information.

Resolution – Designating an Officer to Publish and Calculate Property Tax Information

Questions?

City Council
Agenda Memo

City Council Meeting Date: 7/9/2020

TO: **Robert Hanna, City Manager**

FROM: **Julee Hatton, Library Director**

SUBJECT: **6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Amendments to the Abilene Public Library Advisory Board Bylaws *(Julee Hatton)***

GENERAL INFORMATION

Request to Amend Abilene Public Library Advisory Board Bylaws:

Article II, Section 2.1
Change number of board members from eleven (11) to seven (7)

Article II, Section 2.2
Change board member terms from two (2) to three (3) years.
Change limit of consecutive number of years as a board member from four (4) to six (6) years.
Change rest period from one (1) term to one (1) year after second term prior to eligibility for reinstatement to board.

SPECIAL CONSIDERATIONS

none

FUNDING/FISCAL IMPACT

none

STAFF RECOMMENDATION

approve

BOARD OR COMMISSION RECOMMENDATION

Bylaws changes approved by Abilene Public Library Advisory Board on June 15, 2020

ATTACHMENTS:

1. 7_9_20 Resolution APL Advisory Board Bylaw Amendment rev
2. 7_9_20 Library Advisory Board Bylaws
3. Redline 7_9_20 Library Advisory Board Bylaws
4. Amendment of APL Advisory Board Bylaws City Council Presentation Slides 2020 (1)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING AMENDMENTS TO THE ABILENE PUBLIC LIBRARY ADVISORY BOARD BYLAWS

WHEREAS, the City of Abilene City Council has oversight of various Boards and Commissions, including the review and approval from time to time of Board bylaws used by these Boards and Commissions; and

WHEREAS, the Abilene Public Library Advisory Board recently approved these recommended changes to the bylaws on June 15, 2020; and

WHEREAS, amendment to the bylaws require approval by the City Council.

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

Part 1: That the City Council approves the amendments to the Library Advisory Board bylaws as set forth in Exhibit A.

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

ADOPTED this 9th day of July, 2020.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Anthony Williams, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Library Advisory Board Bylaws
July, 2020

Article I
Name

The Library Advisory Board was established by the City Council on November 3, 1966. The Advisory Board is subject to the City Charter, the Texas Open Meeting Act and the Texas public Information Act.

Article II
Members

Section 2.1
The Library Advisory Board is composed of seven (7) qualified voters of the City and who are appointed by the Mayor with the approval of the City council.

Section 2.2
Members serve a term of three (3) years and may be re-appointed. Members may serve two consecutive terms, a total of six years. Following a rest period of one year they may again be appointed to serve on the board.

Section 2.3
The chairperson will appoint one member to serve as a liaison with the Friends of the Library.

Section 2.4
The City Librarian serves as a non-voting ex-officio member of the board.

Article II
Meetings

Section 3.1
The Library Advisory Board shall meet at least quarterly. The regular meeting of the library board shall be held at a time designated by the board in the Main Library or such other place the board may determine.

Section 3.2
Special meetings may be called by the chair or at the call of any two members of the board, provided that notice thereof is given to all board members and the City Librarian. Notice of the meeting will be in compliance with the Open Meetings Act.

Section 3.3
A simple majority of the appointed members shall constitute a quorum at all meetings of the board. No action may be taken without a quorum.

Section 3.4

All questions presented for a vote of the Library Advisory Board shall be decided by a simple majority of the quorum.

Section 3.5

The mayor and city council will be apprised of any member of the board who misses three consecutive meetings without good cause. The board will recommend to the mayor and city council that a replacement be appointed for the balance of the unexpired term.

Section 3.6

Board business should be conducted according to Robert's Rules of Order.

Article IV
Officers

Section 4.1

The officers of the board shall be a chairperson and a vice-chairperson. The City Librarian will serve as the permanent secretary.

Section 4.2

Officers shall be elected and take office at the first regular meeting of the calendar year after new board members have been appointed and sworn in.

Section 4.3

Vacancies in office shall be handled as follows:

(a) In the event of resignation or incapacity of the chair, the vice-chair shall become the chair for the unexpired portion of the term.
(b) Vacancies of officers other than the chair shall be filled for the unexpired term by special election. The term of office is one year.

Section 4.4

Duties of the officers shall be as follows:

(a) Chair:
    (i) Preside at all meetings.
    (ii) Represent the library board at public functions of the City and at events such as special library events, local, state, or national advocacy activities for the library or for local, state, or national association activities.
    (iii) Appoint standing, special, or ad hoc committees.
    (iv) Assist City Librarian in establishing the agenda for each meeting.
    (v) Liaison with the governing authority regarding library issues.
(b) Vice-chair:
    (i) Assist the chair in directing the affairs of the board and act in the chair's absence.

(ii) Serve as chair of ad hoc or special committees or projects such as chair of an advocacy initiative.

(c) Secretary

(i) Be responsible for the accuracy and posting of the agendas and minutes of the board meeting in compliance with the Open Meetings act and bring any corrections to the attention of the board at its next meeting.

(ii) The secretary shall sign the approved minutes and complete recordkeeping activities required by the State of Texas.

Article V
Committees

Committees may be appointed for completing regular business of the board and/or special purposes by the chair and by special request from the City Librarian or the governing authority. Committees, following requests, are formed with the consent of the majority of the board. All committees will have at least one library board member serving on them. Standing committees are typically formed at the first meeting of the calendar year and reviewed for continuation annually. Ad hoc or special committees are automatically dissolved upon completion of the activity or project.

Article VI
Powers and Duties of Board Members

Appointed library board members provide opinion, support, and expertise as needed, but do not have final authority. Board members shall:

(a) Abide by applicable ordinances of the City of Abilene
(b) Act in an advisory capacity to the City Librarian and the City Council.
(c) Review existing policies, recommend new ones and adopt policies to govern the operation and program of the library.
(d) Assist in strategic planning.
(e) Provide opinion and guidance, as appropriate, for special issues to include, but not be limited to, new facilities and the expansion of existing library facilities.
(f) Provide opinion and guidance, as appropriate, for new library services.
(g) Assist in interpreting the policies and functions of the library to the public.
(h) Encourage in every possible way the development and advancement of the public library at local, regional, state, and national levels.
(i) Participate in advocacy initiatives including, but not limited to, local issues, including funding issues and requests, state advocacy activities, and federal advocacy initiatives.
(j) Participate in a library orientation session prior to attending first board meeting.

Article VII
Amendments

These bylaws may be amended by a majority vote at any regular meeting, provided all members have been notified of the proposed amendments at least ten days prior to such meeting. Such amendment would not be in effect until approved by City Council at a regularly scheduled Council Meeting.

Article VII
Open Meetings Training

Prior to attending their first board meeting, each newly appointed board member shall complete the open meetings training required by the Texas Open Meetings Act and file the certificate of completion with the City Secretary.

Library Advisory Board Bylaws
July, 2020

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Request to Amend Abilene Public Library Advisory Board Bylaws

Recommended Changes

- Set term limits
- Change terms from two year terms to three year terms
  - one year rest from board service after second term prior to board eligibility for reinstatement to board
- Reduce number of board member seats from eleven to seven

City Council
Agenda Memo

City Council Meeting Date: 7/9/2020

TO: **Robert Hanna, City Manager**

FROM: **Doug Wrenn, Asst Police Chief**

SUBJECT: **7.**

Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid #CB-2063 to Justice Construction Inc. for Additional Enhancements for the Law Enforcement Center, Municipal Court and Customer Service Center *(Doug Wrenn)*

GENERAL INFORMATION

In July 2019, the City of Abilene completed construction of a new Law Enforcement Center, Municipal Court and Customer Service Center located in Abilene,Texas. Since placing the facility in service, additional enhancements and modifications to the facility have been identified.

The project was advertised as a Public Notice on May 31, 2020 and June 7, 2020, with a pre-bid meeting June 9, 2020 and an opening date of June 18, 2020.

The project includes, but is not limited to the following items: renovation of three existing parking lot marquee signs, additional painting and wall repair, concrete sidewalks and drainage improvements, acoustical modifications, addition of concrete wheel stops, intercom access to the facility, building signage, construction of a lactation room, and addition of Municipal Court security and voice recording features.

A total of two bids were received with the lowest bid being from Justice Construction Inc. for $299,700. Additionally, the project called for two alternate bids. Alternate Item 1 was for the exterior painting of the remainder of the shopping center complex not owned by the City of Abilene for $19,300. Alternate Item 2 was for the modification to the second courtroom witness stand for $6,072. Both of these alternate bid items were declined.

SPECIAL CONSIDERATIONS

The project has a contract completion time of 60 days. The scope of work will not interfere with any existing warranties provided by the original construction project.

FUNDING/FISCAL IMPACT

Funding for this project is allocated through remaining funds from the original 2018 construction project of this facility.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council award the bid to Justice Construction Inc., of Abilene, Texas for a total contract price of $299,700.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution for BID CB-2063 Awarded to Justice Construction
2. CB2063 TABSHEET
3. Justice Construction - LEC contract
4. Law Enforcement Center, Municipal Court and Customer Service Center Enhancements PPT

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING THE BID TO JUSTICE CONSTRUCTION INC. FOR THE LAW ENFORCEMENT CENTER, MUNICIPAL COURT AND CUSTOMER SERVICE CENTER ENHANCEMENT PROJECT.

WHEREAS, the City of Abilene owns a facility jointly occupied by the Abilene Police Department, Child Advocacy Center, the Municipal Court and the Customer Service Center; and

WHEREAS, the original construction of the facility is complete and certain modifications and enhancements are required; and

WHEREAS, Tim Rice McClarty, AIA, (TRM) was hired to provide plans and contract documents, bidding assistance, general project supervision and contract administration; and

WHEREAS, Justice Construction Inc. submitted the lowest priced qualifying bid in the amount of $299,700 for the additional enhancements for the Law Enforcement Center, Municipal Court, Customer Service Center Project; and

WHEREAS, TRM has evaluated the bids for best value criteria and for conformity with the advertisement for bids and does recommend awarding the bid to Justice Construction Inc.; 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 Justice Construction Inc. for the Law Enforcement Center, Municipal Court, Customer Service Center Enhancement Project in the amount of $299,700.

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

Adopted the 9th day of July, 2020.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Anthony Williams, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

DEPARTMENT: POLICE
BID NO.: CB-2063
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: JUNE 18, 2020

				JUSTICE CONSTRUCTION ABILENE, TX		FLETCO SERVICES ABILENE, TX									
ITEM	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**
1.	ADDITIONAL ENHANCEMENTS – LAW ENFORCEMENT & MUNICIPAL COURT & MUNICIPAL SERVICE CENTER				*299,700.00		314,000.00								
	ADD ALT #1 – ADDITIONAL EXTERIOR PAINTING				19,300.00		15,000.00								
	ADD ALT #2 – WITNESS STAND MODIFICATIONS COURT ROOM #2				6,072.00		4,500.00								
BASE BID					*299,700.00		314,000.00								
DISCOUNT															
TOTAL BID					*299,700.00		314,000.00								

*NOTES: INDICATES RECOMMENDED AWARD

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the **9th** day of **July, 2020** is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and **Justice Construction, Inc.** of the City of **Abilene**, State of Texas. ("Contractor").

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

THE AGREEMENT

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

Additional Enhancements – Law Enforcement Center & Municipal Court & Municipal Service Center

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

In consideration of this Work, the City will pay the Contractor the sum of **$299,700.00 (Two hundred ninety-nine thousand seven hundred dollars and zero cents).**

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

(i) injury or damage to any property or right

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

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

(iv) all other costs and expenses of litigation

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

Justice Construction, Inc.

Signature

Steve P. Justice

Name - Typed or Printed

President - Owner

Title - Typed or Printed

Business Address:

1226 Hwy 83-84

Abilene, TX. 79602

325-695-0427

Business Phone No.

46-1846506

Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

Law Enforcement Center, Municipal Court and Customer Service Center Enhancements

July 9, 2020

Law Enforcement Center, Municipal Court and Customer Service Center Enhancement Project.

- Since moving into the new facility, July 2019, several Departments have discovered the need for some enhancements and modifications.
- Some of these enhancements include:
  - Additional painting and wall repair
  - Concrete sidewalk and drainage culvert
  - Acoustical modifications
  - Addition of a lactation room
  - Modification to a witness stand for wheel chair accessibility
  - Intercom access to the facility
  - Municipal Court security and voice recording features

Bidding and Funding

- Project advertised May 31, 2020 and June 7, 2020, with a pre-bid meeting June 9, 2020. Bids were opened June 18, 2020.
- Two bids were received and two alternate bids were declined.
- Staff recommends awarding bid CB-2063 to Justice Construction Inc. for $299,700
- Funding will come from remaining funds from the original 2018 construction project.

Questions?

City Council
Agenda Memo

City Council Meeting Date: 7/9/2020

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **8. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance amending Chapter 32 "Utilities", Article VI "Water Conservation Plan", of the Abilene Municipal Code by amending Section 32-141, Section 32-142, Section 32-143, and Section 32-145, as set out below, providing for a severability clause, and declaring a penalty. *(Rodney Taylor)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve on first reading an Ordinance amending Chapter 32 "Utilities", Article VI "Water Conservation Plan", of the Abilene Municipal Code by amending Section 32-141 Authorization, Section 32-142 Application, Section 32-143 Regional Water Planning Groups; Public Involvement and Education, and Section 32-145 Water Conservation Stages.

SPECIAL CONSIDERATIONS

30 Texas Administrative Code Chapter 288 includes Subchapter A Water Conservation Plans and Subchapter B Drought Contingency Plans. Each Subchapter includes a list of required elements which must be included in the respective plan. Abilene is required to update and submit a drought contingency plan (DCP) on five-year intervals to the Texas Commission on Environmental Quality (TCEQ) for review and approval. The TCEQ reviewed Abilene's Water Conservation Plan ordinance as part of the 2019 update review process and noted several inadequacies that must be addressed in order for the agency to approve of Abilene's DCP update. The following is a description of the proposed edits:

Sec. 32.141. Authorization: Modify the section to clarify that during Stage 3 and Stage 4 water shortage conditions the City Manager is authorized to initiate allocation of water supplies on a pro rata basis in accordance with the Texas Water Code subsection 11.039.

Sec. 32.142. Application: Modify the section requiring that the City shall include a provision in every new or

renewed wholesale Water Supply Contract that in case of shortage of the City's water supply the water to be distributed shall be divided pro rata according to the amount each may be entitled to, without preference, and everyone suffers alike.

Modify the section to encourage Abilene's customers to utilize alternative water sources including nonpotable water during periods of water shortage.

Sec 32-143 Regional Water Planning Groups; Public Involvement and Education. Modifying the section establishing the procedure for the initiation and termination of any drought response stage shall be an announcement to the public and wholesale customers at a media conference.

Section 32-145 Water Conservation Stages. Minor edits applicable to each of Stage 1 through Stage 4 clearly tying the underlying restrictions to the respective Stage.

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the ordinance amending Chapter 32, Article VI "Water Conservation Plan" as described herein.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. ORDINANCE-Chapter 32 Utilities-Article VI Water Conservation Plan-7-9-2020
2. ORDINANCE-Chapter 32 Utilities-Article VI Water Conservation Plan-Exhibit A-Clean-V4-7-9-2020
3. ORDINANCE-Chapter 32 Utilities-Article VI Water Conservation Plan-Exhibit A-Redline-V4-7-9-2020
4. Information-Ordinance-Water Conservation Plan-V2-7-9-2020
5. Presentation-Ordinance Chapter 32 Article VI Water Conservation Plan-First Reading-7-9-2020

ORDINANCE NO._____

AN ORDINANCE AMENDING CHAPTER 32, "UTILITIES", ARTICLE VI, "WATER CONSERVATION PLAN" OF THE ABILENE MUNICIPAL CODE BY AMENDING SECTION 32-141 "AUTHORIZATION", SECTION 32-142 "APPLICATION", SECTION 32-143 "REGIONAL WATER PLANNING GROUPS; PUBLIC INVOLVEMENT AND EDUCATION", AND SECTION 32-145 "WATER CONSERVATION STAGES", AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, Article VI of Chapter 32 of the City Code of Ordinances regulates and restricts the delivery and consumption of water as necessary to minimize the adverse impacts of water supply shortages or other water supply emergency conditions; and

WHEREAS, regulations of the Texas Commission on Environmental Quality describe the minimum elements to be included in Water Conservation Plans and Drought Contingency Plans; and

WHEREAS, Article VI does not adequately address procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public; and

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

PART 1: That Chapter 32, "Utilities", Article VI "Water Conservation Plan" be amended by amending Section 32-141, Section 32-142, Section 32-143, and Section 32-145 as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

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

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

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

PASSED ON FIRST READING this 9th day of July, A.D., 2020.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of July, 2020, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 4:30 p.m. on the 23rd day of July, 2020, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 23rd day of July, A.D., 2020.

ATTEST:

_____
City Secretary

_____
Mayor

APPROVED:

_____
City Attorney

EXHIBIT A

CHAPTER 32 UTILITIES

ARTICLE VI. WATER CONSERVATION PLAN

DIVISION 1 GENERALLY

Sec. 32-141. Authorization

The Mayor, Mayor Pro Tempore, or the City Manager, if so designated, is hereby authorized, consistent with the Charter of the City of Abilene, Sections 21 and 22, to exercise those powers considered to be reasonable or necessary for the protection of persons or property in assessing the current state of our water supply and directing the City Manager to implement or terminate any stage, phase, or portion of the Water Conservation Plan. In the event that the triggering criteria specified in Section 32-145 of the Plan have been met for Stage 3-Water Emergency, or Stage 4- Water Crisis water shortage conditions, the City Manager is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code §11.039. Implementation and termination of any stage may occur, but is not mandated to occur, when conditions warrant.

Sec. 32-142. Application

The provisions of this Plan shall apply to persons, customers, and property utilizing the Abilene Water Utility System wherever situated, including customers such as water supply corporations, and any others that receive water from the City of Abilene on a contract basis. The City shall include a provision in every wholesale water contract entered into or renewed after adoption of this Plan, including contract extensions, that in case of shortage of water in the City's water supply , the water to be distributed shall be divided by the City in accordance with Texas Water Code §11.039 among all users pro rata, according to the amount each may be entitled to, so that preference is given to no one and everyone suffers alike.

The City of Abilene utilizes a variety of alternative water sources including an extensive nonpotable reuse program, and an indirect potable water reuse system. The City encourages its customers to utilize alternative water sources during periods of water shortage. These water use restrictions do not apply to the utilization of alternative water sources including nonpotable water and groundwater (well water). Customers using water from private groundwater wells on days other than those designated in this plan, or those watering from private groundwater wells during the hours of 10:00 a.m. and 6:00 p.m., must post a sign stating "WELL WATER." The sign must be properly sized and posted so it is visible from the street. The city strongly encourages the use of alternative water sources from groundwater for landscape purposes.

These water use restrictions do apply to those persons without a reclaimed water contract who divert raw surface water from Lake Kirby or Lake Fort Phantom Hill for landscape irrigation. Whenever the term or reference to water, or potable water or similar and like words are used in this "water conservation plan," it shall be understood to include the use of raw surface water from Lake Kirby and Lake Fort Phantom Hill for landscape

irrigation.

These water use restrictions do apply to the time for the use of treated wastewater (reclaimed water) for landscape irrigation. Use of reclaimed water or raw water under a reclaimed water contract for landscape irrigation is only allowed during the hours of 12:00 midnight to 10:00 a.m., and from 6:00 p.m. until 12:00 midnight. All other uses of reclaimed water shall be in accordance with Title 30 Texas Administrative Code, chapter 210 and the City of Abilene's Authorization No. R10334-004, as amended.

Sec. 32-143. Regional Water Planning Groups and Public Involvement and Education

Sec. 32-143.1 Coordination with Regional Planning Groups

The service area of the City of Abilene is currently located within the Brazos G Regional Water Planning Area. The City of Abilene will cooperate and provide information regarding the Plan as needed to all Regional planning area groups.

Sec. 32-143.2 Public Involvement

The adoption of this Plan and any amendments will provide for public input at a public hearing held in conjunction with one of the readings of said ordinance enacting the Plan or amendments thereto.

Sec. 32-143.3 Public Education of Action on Water Conservation Stages

In conjunction with Section 32-141, the initiation and termination of any drought response stage (Water Conservation Stage) shall be announced to the public and wholesale customers at a media conference, and shall become effective immediately upon such announcement. In addition to public announcements of initiation and termination of a Water Conservation Stage and Year Round Water Use Management information, continuing public education and information regarding the Plan shall be publicized via posting on the City's website.

DIVISION 2 WATER CONSERVATION PLAN PROCEDURES

Sec. 32- 145. Water Conservation Stages

WATERING DAYS

1. During Water Conservation Stages, a customer's watering day is determined by the last digit of the house number or property address. Multi-unit properties will use the lowest address number. Customers on rural routes will use the last number of their post office box number or their route number if they do not have a post office box number. Customers at Ft. Phantom Lake will use the last number of their lake lot. Customers in trailer parks will use the last number of their lot number.

If a residential customer's last	Customer's watering day is:
7 or 8	Sunday
9	Monday

0	Tuesday
1	Wednesday
2	Thursday
3 or 4	Friday
5 or 6	Saturday

For example: If an address is 555 Walnut Street, the last number is five (5) and the watering day is Saturday.

For purposes of this section only, residential usage includes single-family residences, multifamily residences and apartment complexes. Non-residential customers shall follow the above schedule with the exception of the following changes:

7 or 8	Wednesday
5 or 6	Tuesday

2. Bi-weekly watering as prescribed in Stage 2 will occur according to location in East or West sides of the City, bounded on the north side of the City by Grape St. and then Pine St. to the north City Limits (north of Grape St.) and on the south side of the City by Sayles Blvd. to Buffalo Gap Road and then Buffalo Gap Road to the south City Limits.

3. Entities with large, open spaces (e.g., schools, universities, city parks, golf courses) using potable water may submit alternate watering schedules to the Director of Water Utilities except as otherwise prohibited in this ordinance. Upon his/her written approval acknowledged by the entity in question, these entities may follow the approved schedule rather than the calendar system, and will be held responsible for all the provisions of this article, based on the approved schedule.

STAGE 1 WATER ALERT

Implementation Criteria:
Combined treatment plant pumpage in excess of 49.5 MGD for two (2) consecutive days; or, continually falling water storage facility levels which do not refill above fifty (50) percent overnight; or, depletion of the Ft. Phantom Reservoir to the elevation 1625.9 (ten (10) feet below spillway) if Hubbard Creek Reservoir is at sixty (60) percent capacity or less or 1624.9 (eleven (11) feet below spillway) if Hubbard Creek Reservoir is at greater than sixty (60) percent of capacity, or any unforeseen conditions that may occur that cause the City Manager to recommend implementation to the Mayor.

Upon announcement and implementation by the City of Stage 1 Water Alert, the following restrictions shall apply to all persons during Stage 1 Water Alert:

1. Landscape Irrigation

   a. Irrigation by all commercial, industrial, (including agricultural irrigation), and

residential customers utilizing individual sprinklers, or sprinkler systems, of lawns, gardens, landscaped areas, trees, shrubs or other plants is prohibited except on a designated day which shall be once every seven (7) days and then only during the hours of 12:00 midnight to 10:00 a.m. and from 6:00 p.m. until 12:00 midnight.

Provided, however, irrigation of gardens, flowerbeds, trees and shrubs is permitted at any time of day if:

i. A garden hose is used and is held in the hand during the duration of the irrigation event, or

ii. A faucet-filled container of five (5) gallons or less is used, or

iii. A drip irrigation system such as soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto soil surface or below soil surface without airborne streams or droplets.

Irrigation of LAWNS is permitted at any time on any day if:

i. A garden hose is used and is held in the hand during the duration of the irrigation event, or

ii. A faucet-filled container of five (5) gallons or less is used.

A Drip Irrigation System SHALL NOT be used to irrigate LAWNS except on designated days and at designated times.

b. New lawns that have been seeded (not to include re-seeding or overseeding existing turf), sodded or mulched may be watered daily for eight (8) minutes once during each of the following periods: 11:00 a.m. to 1:00 p.m.; 2:00 p.m. to 4:00 p.m.; 5:00 p.m. to 7:00 p.m.; and at regular intervals between 9:00 p.m. and 10:00 a.m. for a maximum of three (3) weeks. To qualify under this section, new lawns are those installed in conjunction with the construction of a new residence and for a period six (6) months thereafter or the re-tilling of an area equaling at least (50) percent of a new yard.

2. Vehicle Washing

a. It is permissible to wash automobiles, trucks, trailers, boats, and other types of mobile equipment at any time on the immediate premises of a commercial car wash or commercial service station or at any location including a residence by using a five (5) gallon container and/or a hand held hose equipped with a quick shut-off nozzle for quick rinses.

b. If the health, safety and welfare of the public depends upon frequent vehicle

cleaning, as determined by the Director of Water Utilities or his/her designee, then washing of vehicles such as emergency vehicles, aircraft, garbage trucks, and vehicles used to transport food and perishables will be allowed.

c. Charity car washes are prohibited.

3. Water may be added to swimming pools to sustain appropriate maintenance levels only on designated irrigation days.

4. Ornamental fountains are allowed if the fountain is equipped with a device for recycling water and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering day.

5. Use of water from fire hydrants shall be limited to firefighting activities or other activities necessary to maintain public health, safety and welfare. By written approval from the Director of Water Utilities, businesses may purchase and draw water from fire hydrants for land development and building construction processes.

6. The following uses of water are defined as "waste of water" and are absolutely prohibited:

   a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;

   b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet.

   c. Operating a permanently installed irrigation system with:

      i. A broken sprinkler head;

      ii. A sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or

      iii. A sprinkler head that is misting due to high pressure.

   d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health and safety hazards, or to prepare an area for pavement repair or application.

7. Commercial and Industrial Users

   a. Commercial and industrial users of water shall, in addition to complying with other applicable articles in this ordinance, reduce their monthly consumption of water by a minimum of fifteen (15) percent compared to use during the same month of the previous year.

b. Industrial users may, in order to justify water use, present a conservation plan for approval by the Director of Water Utilities.

c. Golf courses will submit a conservation plan for approval by the Director of Water Utilities if potable irrigation water is to be used.

STAGE 2 WATER WARNING

Implementation Criteria**:**
Combined treatment plant pumpage in excess of 49.5 MGD for two (2) days; or, continually falling water storage facility levels which do not refill above fifty (50) percent overnight or, depletion of the Ft. Phantom Reservoir to the elevation 1618.9 (seventeen (17) feet below spillway); or, major line breaks, or pump system failure which causes unprecedented loss of capability to provide service, or any unforeseen conditions that may occur that cause the City Manager to recommend implementation to the Mayor.

Upon announcement and implementation by the City of Stage 2 Water Warning, the following restrictions shall apply to all persons during Stage 2 Water Warning:

1. Landscape Irrigation

   a. Irrigation by all commercial, industrial and residential customers utilizing individual sprinklers, or sprinkler systems, of lawns, gardens, landscaped areas, trees, shrubs or other plants is prohibited except on a designated day which shall be once every two (2) weeks and then only during the hours of 12:00 midnight to 10:00 a.m. and from 6:00 p.m. until 12:00 midnight.

      Provided, however, irrigation of gardens, flowerbeds, trees and shrubs is permitted at any time of day if:

      i. A garden hose is used and is held in the hand during the duration of the irrigation event, or

      ii. A faucet-filled container of five (5) gallons or less is used, or

      iii. A drip irrigation system such as soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto soil surface or below soil surface without airborne streams or droplets.

      Irrigation of lawns is permitted at any time on any day if:

      i. A garden hose is used and is held in the hand during the duration of the irrigation event, or

      ii. A faucet-filled container of five (5) gallons or less is used.

A Drip Irrigation System shall not be used to irrigate LAWNS except on designated days and at designated times.

b. New lawns may be watered daily for eight minutes once during each of the following periods: 11:00 a.m. to 1:00 p.m.; 2:00 p.m. to 4:00 p.m.; 5:00 p.m. to 7:00 p.m.; and at regular intervals between 9:00 p.m. and 10:00 a.m. for a maximum of three (3) weeks. To qualify under this section, new lawns are those installed in conjunction with the construction of a new residence and for a period of six (6) months thereafter. Retilling or any replanting or reseeding of existing lawns shall NOT qualify for new lawn status in this section.

2. Vehicle Washing

   a. It is permissible to wash automobiles, trucks, trailers, boats, and other types of mobile equipment at any time on the immediate premises of a commercial car wash or commercial service station or at any location including a residence by using a five (5) gallon container and/or a hand held hose equipped with a quick shut-off nozzle for quick rinses.

   b. If the health, safety and welfare of the public depends upon frequent vehicle cleaning, as determined by the Director of Water Utilities or his/her designee, then washing of vehicles such as emergency vehicles, aircraft, garbage trucks, and vehicles used to transport food and perishables will be allowed.

   c. Charity car washes are prohibited.

3. Water may be added to swimming pools to sustain appropriate maintenance levels weekly, on the customer's regularly designated irrigation day.

4. Ornamental fountains are allowed if the fountain is equipped with a device for recycling water and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering day.

5. Use of water from fire hydrants shall be limited to firefighting activities or other activities necessary to maintain public health, safety and welfare. By written approval from the Director of Water Utilities, businesses may purchase and draw water from fire hydrants for land development and building construction processes.

6. The following uses of water are defined as "waste of water" and are absolutely prohibited:

   a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;

   b. Failure to repair a controllable leak; including a broken sprinkler head, a

leaking valve, leaking or broken pipes, or a leaking faucet;

c. Operating a permanently installed irrigation system with:

   i. A broken sprinkler head;

   ii. A sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or

   iii. A sprinkler head that is misting due to high pressure.

d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health or safety hazards, or to prepare an area for pavement repair or application.

7. Commercial and Industrial Users

   a. Commercial and industrial users of water shall continue to maintain at least a fifteen (15) percent monthly reduction of water use compared to use during the same month of the previous year.

      Individual allotments may be adjusted by the Director based on historical water usage conservation practices of customer. The other restrictions of Stage 2 still apply to commercial and industrial users.

   b. Industrial users may present a conservation plan for approval by the Director of Water Utilities.

   c. Golf courses using potable water will reduce consumption by thirty (30) percent of contracted amount.

STAGE 3 WATER EMERGENCY

Implementation Criteria:
Combined treatment plant pumpage in excess of 30 MGD for three (3) days and depletion of the Ft. Phantom Reservoir to the elevation 1614.9 (twenty-one (21) feet below spillway); or major line breaks, or pump system failure which causes unprecedented loss of capability to provide service, or any unforeseen conditions that may occur that cause the City Manager to recommend implementation to the Mayor.

Upon announcement and implementation by the City of Stage 3 Water Emergency, the following restrictions shall apply to all persons during Stage 3 Water Emergency:

1. Landscape Irrigation

   Irrigation of gardens, flowerbeds, trees and shrubs (Not Lawns) by all commercial, industrial, and residential customers is permitted at any time on any day only if:

a. A garden hose is used and is held in the hand during the duration of the irrigation event, or

b. A faucet-filled container of five (5) gallons or less is used, or

c. A drip irrigation system such as soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto soil surface or below soil surface without airborne streams or droplets.

Watering of Lawns is prohibited at any time. No new lawns may be installed.

2. Vehicle Washing

a. It is permissible to wash automobiles, trucks, trailers, boats, and other types of mobile equipment at any time on the immediate premises of a commercial car wash or commercial service station.

b. If the health, safety and welfare of the public depends upon frequent vehicle cleaning, as determined by the Director of Water Utilities or his/her designee, then washing of vehicles such as emergency vehicles, aircraft, garbage trucks, and vehicles used to transport food and perishables will be allowed.

c. Charity car washes are prohibited.

3. Water may be added to swimming pools to sustain appropriate maintenance levels weekly, on the customer's regularly designated irrigation days. New construction of swimming pools is prohibited.

4. Ornamental fountains are allowed if the fountain is equipped with a device for recycling water and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering day. New construction of ornamental fountains is prohibited.

5. Use of water from fire hydrants shall be limited to fire-fighting activities or other activities necessary to maintain public health, safety and welfare. By written approval from the Director of Water Utilities, businesses may purchase and draw water from fire hydrants for land development and building construction processes.

6. The following uses of water are defined as "waste of water" and are absolutely prohibited:

a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the

property line;

b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;

c. Operating a permanently installed irrigation system with:

   i. A broken sprinkler head;

   ii. A sprinkler head that is spraying over a street or a parking lot because it is out of adjustment; or

   iii. A sprinkler head that is misting due to high pressure

d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health or safety hazards, or to prepare an area for pavement repair or application.

7. Commercial and Industrial Users

a. Commercial and industrial users of water shall continue to maintain at least a fifteen (15) percent monthly reduction of water use compared to use during the same month of the previous year.

A surcharge rate will be assessed for any water consumption that does not comply with the required reductions. The surcharge in addition to regular charges is as follows:

	First Occurence	Subsequent Occurrence
First 5,000 gallons over allowed amount per 1,000 gallons	$5.00	$10.00
Next 5,000 gallons per 1,000 gallons	10.00	20.00
For higher usage per 1,000 gallons	20.00	30.00

Additionally, if a customer uses more than the allowed amount more than once at any time during Stage 3, the customer's water may be turned off and there will be a $250.00 re-connect fee, in addition to the listed fees.

Individual allotments may be adjusted by the Director of Water Utilities based on historical water usage conservation practices of customer. The other restrictions of Stage 3 still apply to commercial and industrial users.

b. Industrial users may present a conservation plan for approval by the Director of Water Utilities.

c. Each golf course using potable water will reduce consumption by fifty (50)

percent of contracted amount.

STAGE 4 WATER CRISIS

Implementation Criteria:
Loss of capability to provide water service or contamination of supply source, or any unforeseen/unexpected conditions that may occur that cause the City Manager to recommend implementation to the Mayor.

Upon announcement and implementation by the City of Stage 4 Water Crisis, the following restrictions shall apply to all persons during Stage 4 Water Crisis:

1. All outdoor irrigation of vegetation including lawns, using potable water is prohibited.

2. Only washing of mobile equipment in the critical interest of the public health or safety shall be allowed.

3. The filling, refilling or adding of water to swimming and/or wading pools is prohibited. The construction of new swimming pools is prohibited.

4. The operation of any ornamental fountain or similar structure is prohibited. The construction of new ornamental fountains is prohibited.

5. Use of water from fire hydrants shall be limited to fire fighting and related activities or other activities necessary to maintain public health, safety and welfare. Water for domestic use only may be purchased from the bulk loading station.

6. The following uses of water are defined as "waste of water" and are absolutely prohibited:

    a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;

    b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;

    c. Operating a permanently installed irrigation system with:

        i. A broken sprinkler head;

        ii. A sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or

        iii. A sprinkler head that is misting due to high pressure.

    d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health or safety hazards.

7. Commercial and Industrial Users

   a. Commercial and industrial users of water (for other than drinking water and rest rooms) shall continue to maintain at least a 15 percent reduction of water use compared to use during the same month of the previous year.

      A surcharge rate will be assessed for any water consumption that does not comply with the required reductions. The surcharge in addition to regular charges is as follows:

	First Occurrence	Subsequent Occurrence (s)
First 5,000 gallons over allowed amount per 1,000 gallons	$10.00	$20.00
Next 5,000 gallons, per 1,000 gallons	$20.00	$40.00
For higher usage, per 1,000 gallons	$30.00	$60.00

      Additionally, if a customer uses more than the allowed amount more than once at any time during Stage 4, then after each such overuse these surcharges will be added and the customer's water may be turned off and there will be a $500.00 re-connect fee, in addition to the listed fees.

      Individual allotments may be adjusted by the Director of Water Utilities based on historical water usage and conservation practices of the customer. The other restrictions of Stage 4 still apply to commercial and industrial users.

   b. Water used for industrial purposes not in the immediate interest of the public health, safety and welfare will be curtailed to the extent necessary to effectuate the needs and purposes of this plan.

EXHIBIT A (REDLINE)

CHAPTER 32 UTILITIES

ARTICLE VI. WATER CONSERVATION PLAN

DIVISION 1 GENERALLY

Sec. 32-141. Authorization

The Mayor, Mayor Pro Tempore, or the City Manager, if so designated, is hereby authorized, consistent with the Charter of the City of Abilene, Sections 21 and 22, to exercise those powers considered to be reasonable or necessary for the protection of persons or property in assessing the current state of our water supply and directing the City Manager to implement or terminate any stage, phase, or portion of the Water Conservation Plan. In the event that the triggering criteria specified in Section 32-145 of the Plan have been met for Stage 3-Water Emergency, or Stage 4- Water Crisis water shortage conditions, the City Manager is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code §11.039. Implementation and termination of any stage may occur, but is not mandated to occur, when conditions warrant.

Sec. 32-142. Application

The provisions of this Plan shall apply to persons, customers, and property utilizing the Abilene Water Utility System wherever situated, including customers such as water supply corporations, and any others that receive water from the City of Abilene on a contract basis. The City shall include a provision in every wholesale water contract entered into or renewed after adoption of this ~~p~~Plan, including contract extensions, that in case of ~~If a~~ shortage of water in the City's water supply ~~occurs~~, the water to be distributed shall be divided by the City in accordance with Texas Water Code §11.039 among all users pro rata, according to the amount each may be entitled to, so that preference is given to no one and everyone suffers alike.

The City of Abilene utilizes a variety of alternative water sources including an extensive nonpotable reuse program, and an indirect potable water reuse system. The City encourages its customers to utilize alternative water sources during periods of water shortage. These water use restrictions do not apply to the ~~use~~ utilization of alternative water sources including nonpotable water and ~~from~~ groundwater (well water). Customers using water from private groundwater wells on days other than those designated in this plan, or those watering from private groundwater wells during the hours of 10:00 a.m. and 6:00 p.m., must post a sign stating "WELL WATER." The sign must be properly sized and posted so it is visible from the street. The city strongly encourages the use of alternative water sources from groundwater for landscape purposes.

These water use restrictions do apply to those persons without a reclaimed water contract who divert raw surface water from Lake Kirby or Lake Fort Phantom Hill for landscape irrigation. Whenever the term or reference to water, or potable water or similar and like words are used in this "water conservation plan," it shall be understood to include the use of raw surface water from Lake Kirby and Lake Fort Phantom Hill for landscape irrigation.

These water use restrictions do apply to the time for the use of treated wastewater (reclaimed water) for landscape irrigation. Use of reclaimed water or raw water under a reclaimed water contract for landscape irrigation is only allowed during the hours of 12:00 midnight to 10:00 a.m., and from 6:00 p.m. until 12:00

midnight. All other uses of reclaimed water shall be in accordance with Title 30 Texas Administrative Code, chapter 210 and the City of Abilene's Authorization No. R10334-004, as amended.

Sec. 32-143. Regional Water Planning Groups~~;~~ and Public Involvement and Education

~~(a)~~ Sec. 32-143.1 Coordination with Regional Planning Groups

The service area of the City of Abilene is currently located within the Brazos G Regional Water Planning Area. The City of Abilene will cooperate and provide information regarding the Plan as needed to all Regional planning area groups.

~~(b)~~ Sec. 32-143.2 Public Involvement

The adoption of this Plan and any amendments will provide for public input at a public hearing held in conjunction with one of the readings of said ordinance enacting the Plan or amendments thereto.

~~(c)~~ Sec. 32-143.3 Public Education of Action on Water Conservation Stages

In conjunction with Section 32-141, ~~T~~the ~~procedure for the~~ initiation and termination of any drought response stage (Water Conservation Stage) ~~initial implementation of the plan and any subsequent stage~~ shall be ~~made public via announcement~~announced to the public and wholesale customers at a media conference, and shall become effective immediately upon such announcement. In addition to public announcements of initiation and termination of a Water Conservation Stage and Year ~~round~~ Round ~~water~~ Water ~~use~~ Use ~~management~~ Management information, continuing public education and information regarding the Plan ~~and any subsequent water conservation stages~~ shall be publicized via posting on the City's website~~and shall become effective immediately upon such announcement. All implementation and termination of water conservation stages shall likewise occur via media conference~~.

DIVISION 2 WATER CONSERVATION PLAN PROCEDURES

Sec. 32- 145. Water Conservation Stages

WATERING DAYS

1. During Water Conservation Stages, a customer's watering day is determined by the last digit of the house number or property address. Multi-unit properties will use the lowest address number. Customers on rural routes will use the last number of their post office box number or their route number if they do not have a post office box number. Customers at Ft. Phantom Lake will use the last number of their lake lot. Customers in trailer parks will use the last number of their lot number.

If a residential customer's last number is:	Customer's watering day is:
7 or 8	Sunday
9	Monday
0	Tuesday
1	Wednesday
2	Thursday
3 or 4	Friday
5 or 6	Saturday

For example: If an address is 555 Walnut Street, the last number is five (5) and the watering day is Saturday.

For purposes of this section only, residential usage includes single-family residences, multifamily residences and apartment complexes. Non-residential customers shall follow the above schedule with the exception of the following changes:

7 or 8	Wednesday
5 or 6	Tuesday

2. Bi-weekly watering as prescribed in Stage 2 will occur according to location in East or West sides of the City, bounded on the north side of the City by Grape St. and then Pine St. to the north City Limits (north of Grape St.) and on the south side of the City by Sayles Blvd. to Buffalo Gap Road and then Buffalo Gap Road to the south City Limits.

3. Entities with large, open spaces (e.g., schools, universities, city parks, golf courses) using potable water may submit alternate watering schedules to the Director of Water Utilities except as otherwise prohibited in this ordinance. Upon his/her written approval acknowledged by the entity in question, these entities may follow the approved schedule rather than the calendar system, and will be held responsible for all the provisions of this article, based on the approved schedule.

STAGE 1 WATER ALERT

Implementation Criteria:
Combined treatment plant pumpage in excess of 49.5 MGD for two (2) consecutive days; or, continually falling water storage facility levels which do not refill above fifty (50) percent overnight; or, depletion of the Ft. Phantom Reservoir to the elevation 1625.9 (ten (10) feet below spillway) if Hubbard Creek Reservoir is at sixty (60) percent capacity or less or 1624.9 (eleven (11) feet below spillway) if Hubbard Creek Reservoir is at greater than sixty (60) percent of capacity, or any unforeseen conditions that may occur that cause the City Manager to recommend implementation to the Mayor.

Upon announcement and implementation by the City of Stage 1 Water Alert, the following restrictions shall apply to all persons during Stage 1 Water Alert:

1. Landscape Irrigation

   a. Irrigation by all commercial, industrial, (including agricultural irrigation), and residential customers utilizing individual sprinklers, or sprinkler systems, of lawns, gardens, landscaped areas, trees, shrubs or other plants is prohibited except on a designated day which shall be once every seven (7) days and then only during the hours of 12:00 midnight to 10:00 a.m. and from 6:00 p.m. until 12:00 midnight.

      Provided, however, irrigation of gardens, flowerbeds, trees and shrubs is permitted at any time of day if:

      i. A garden hose is used and is held in the hand during the duration of the irrigation event, or

ii. A faucet-filled container of five (5) gallons or less is used, or

iii. A drip irrigation system such as soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto soil surface or below soil surface without airborne streams or droplets.

Irrigation of LAWNS is permitted at any time on any day if:

i. A garden hose is used and is held in the hand during the duration of the irrigation event, or

ii. A faucet-filled container of five (5) gallons or less is used.

A Drip Irrigation System SHALL NOT be used to irrigate LAWNS except on designated days and at designated times.

b. New lawns that have been seeded (not to include re-seeding or overseeding existing turf), sodded or mulched may be watered daily for eight (8) minutes once during each of the following periods: 11:00 a.m. to 1:00 p.m.; 2:00 p.m. to 4:00 p.m.; 5:00 p.m. to 7:00 p.m.; and at regular intervals between 9:00 p.m. and 10:00 a.m. for a maximum of three (3) weeks. To qualify under this section, new lawns are those installed in conjunction with the construction of a new residence and for a period six (6) months thereafter or the re-tilling of an area equaling at least (50) percent of a new yard.

2. Vehicle Washing

a. It is permissible to wash automobiles, trucks, trailers, boats, and other types of mobile equipment at any time on the immediate premises of a commercial car wash or commercial service station or at any location including a residence by using a five (5) gallon container and/or a hand held hose equipped with a quick shut-off nozzle for quick rinses.

b. If the health, safety and welfare of the public depends upon frequent vehicle cleaning, as determined by the Director of Water Utilities or his/her designee, then washing of vehicles such as emergency vehicles, aircraft, garbage trucks, and vehicles used to transport food and perishables will be allowed.

c. Charity car washes are prohibited.

3. Water may be added to swimming pools to sustain appropriate maintenance levels only on designated irrigation days.

4. Ornamental fountains are allowed if the fountain is equipped with a device for recycling water and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering day.

5. Use of water from fire hydrants shall be limited to firefighting activities or other activities

necessary to maintain public health, safety and welfare. By written approval from the Director of Water Utilities, businesses may purchase and draw water from fire hydrants for land development and building construction processes.

6. The following uses of water are defined as "waste of water" and are absolutely prohibited:

    a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;

    b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet.

    c. Operating a permanently installed irrigation system with:

        i. A broken sprinkler head;

        ii. A sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or

        iii. A sprinkler head that is misting due to high pressure.

    d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health and safety hazards, or to prepare an area for pavement repair or application.

7. Commercial and Industrial Users

    a. Commercial and industrial users of water shall, in addition to complying with other applicable articles in this ordinance, reduce their monthly consumption of water by a minimum of fifteen (15) percent compared to use during the same month of the previous year.

    b. Industrial users may, in order to justify water use, present a conservation plan for approval by the Director of Water Utilities.

    c. Golf courses will submit a conservation plan for approval by the Director of Water Utilities if potable irrigation water is to be used.

STAGE 2 WATER WARNING

Implementation Criteria**:**
Combined treatment plant pumpage in excess of 49.5 MGD for two (2) days; or, continually falling water storage facility levels which do not refill above fifty (50) percent overnight or, depletion of the Ft. Phantom Reservoir to the elevation 1618.9 (seventeen (17) feet below spillway); or, major line breaks, or pump system failure which causes unprecedented loss of capability to provide service, or any unforeseen conditions that may occur that cause the City Manager to recommend implementation to the Mayor.

Upon announcement and implementation by the City of Stage 2 Water Warning, the following restrictions shall apply to all persons during Stage 2 Water Warning:

1. Landscape Irrigation

   a. Irrigation by all commercial, industrial and residential customers utilizing individual sprinklers, or sprinkler systems, of lawns, gardens, landscaped areas, trees, shrubs or other plants is prohibited except on a designated day which shall be once every two (2) weeks and then only during the hours of 12:00 midnight to 10:00 a.m. and from 6:00 p.m. until 12:00 midnight.

      Provided, however, irrigation of gardens, flowerbeds, trees and shrubs is permitted at any time of day if:

      i. A garden hose is used and is held in the hand during the duration of the irrigation event, or

      ii. A faucet-filled container of five (5) gallons or less is used, or

      iii. A drip irrigation system such as soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto soil surface or below soil surface without airborne streams or droplets.

      Irrigation of lawns is permitted at any time on any day if:

      i. A garden hose is used and is held in the hand during the duration of the irrigation event, or

      ii. A faucet-filled container of five (5) gallons or less is used.

         A Drip Irrigation System shall not be used to irrigate LAWNS except on designated days and at designated times.

   b. New lawns may be watered daily for eight minutes once during each of the following periods: 11:00 a.m. to 1:00 p.m.; 2:00 p.m. to 4:00 p.m.; 5:00 p.m. to 7:00 p.m.; and at regular intervals between 9:00 p.m. and 10:00 a.m. for a maximum of three (3) weeks. To qualify under this section, new lawns are those installed in conjunction with the construction of a new residence and for a period of six (6) months thereafter. Retilling or any replanting or reseeding of existing lawns shall NOT qualify for new lawn status in this section.

2. Vehicle Washing

   a. It is permissible to wash automobiles, trucks, trailers, boats, and other types of mobile equipment at any time on the immediate premises of a commercial car wash or commercial service station or at any location including a residence by using a five (5) gallon container and/or a hand held hose equipped with a quick shut-off nozzle for quick rinses.

   b. If the health, safety and welfare of the public depends upon frequent vehicle cleaning, as determined by the Director of Water Utilities or his/her designee, then washing of vehicles

such as emergency vehicles, aircraft, garbage trucks, and vehicles used to transport food and perishables will be allowed.

c. Charity car washes are prohibited.

3. Water may be added to swimming pools to sustain appropriate maintenance levels weekly, on the customer's regularly designated irrigation day.

4. Ornamental fountains are allowed if the fountain is equipped with a device for recycling water and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering day.

5. Use of water from fire hydrants shall be limited to firefighting activities or other activities necessary to maintain public health, safety and welfare. By written approval from the Director of Water Utilities, businesses may purchase and draw water from fire hydrants for land development and building construction processes.

6. The following uses of water are defined as "waste of water" and are absolutely prohibited:

   a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;

   b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;

   c. Operating a permanently installed irrigation system with:

      i. A broken sprinkler head;

      ii. A sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or

      iii. A sprinkler head that is misting due to high pressure.

   d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health or safety hazards, or to prepare an area for pavement repair or application.

7. Commercial and Industrial Users

   a. Commercial and industrial users of water shall continue to maintain at least a fifteen (15) percent monthly reduction of water use compared to use during the same month of the previous year.

      Individual allotments may be adjusted by the Director based on historical water usage conservation practices of customer. The other restrictions of Stage 2 still apply to commercial and industrial users.

b. Industrial users may present a conservation plan for approval by the Director of Water Utilities.

c. Golf courses using potable water will reduce consumption by thirty (30) percent of contracted amount.

STAGE 3 WATER EMERGENCY

Implementation Criteria:
Combined treatment plant pumpage in excess of 30 MGD for three (3) days and depletion of the Ft. Phantom Reservoir to the elevation 1614.9 (twenty-one (21) feet below spillway); or major line breaks, or pump system failure which causes unprecedented loss of capability to provide service, or any unforeseen conditions that may occur that cause the City Manager to recommend implementation to the Mayor.

Upon announcement and implementation by the City of Stage 3 Water Emergency, the following restrictions shall apply to all persons during Stage 3 Water Emergency:

1. Landscape Irrigation

   Irrigation of gardens, flowerbeds, trees and shrubs (Not Lawns) by all commercial, industrial, and residential customers is permitted at any time on any day only if:

   a. A garden hose is used and is held in the hand during the duration of the irrigation event, or

   b. A faucet-filled container of five (5) gallons or less is used, or

   c. A drip irrigation system such as soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto soil surface or below soil surface without airborne streams or droplets.

   Watering of Lawns is prohibited at any time. No new lawns may be installed.

2. Vehicle Washing

   a. It is permissible to wash automobiles, trucks, trailers, boats, and other types of mobile equipment at any time on the immediate premises of a commercial car wash or commercial service station.

   b. If the health, safety and welfare of the public depends upon frequent vehicle cleaning, as determined by the Director of Water Utilities or his/her designee, then washing of vehicles such as emergency vehicles, aircraft, garbage trucks, and vehicles used to transport food and perishables will be allowed.

   c. Charity car washes are prohibited.

3. Water may be added to swimming pools to sustain appropriate maintenance levels weekly, on the customer's regularly designated irrigation days. New construction of swimming pools is

prohibited.

4. Ornamental fountains are allowed if the fountain is equipped with a device for recycling water and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering day. New construction of ornamental fountains is prohibited.

5. Use of water from fire hydrants shall be limited to fire-fighting activities or other activities necessary to maintain public health, safety and welfare. By written approval from the Director of Water Utilities, businesses may purchase and draw water from fire hydrants for land development and building construction processes.

6. The following uses of water are defined as "waste of water" and are absolutely prohibited:

   a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;

   b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;

   c. Operating a permanently installed irrigation system with:

      i. A broken sprinkler head;

      ii. A sprinkler head that is spraying over a street or a parking lot because it is out of adjustment; or

      iii. A sprinkler head that is misting due to high pressure

   d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health or safety hazards, or to prepare an area for pavement repair or application.

7. Commercial and Industrial Users

   a. Commercial and industrial users of water shall continue to maintain at least a fifteen (15) percent monthly reduction of water use compared to use during the same month of the previous year.

      A surcharge rate will be assessed for any water consumption that does not comply with the required reductions. The surcharge in addition to regular charges is as follows:

	First Occurence	Subsequent Occurrence(s)
First 5,000 gallons over allowed amount per 1,000 gallons	$5.00	$10.00
Next 5,000 gallons per 1,000 gallons	10.00	20.00

For higher usage per 1,000 gallons	20.00	30.00

Additionally, if a customer uses more than the allowed amount more than once at any time during Stage 3, the customer's water may be turned off and there will be a $250.00 re-connect fee, in addition to the listed fees.

Individual allotments may be adjusted by the Director of Water Utilities based on historical water usage conservation practices of customer. The other restrictions of Stage 3 still apply to commercial and industrial users.

b. Industrial users may present a conservation plan for approval by the Director of Water Utilities.

c. Each golf course using potable water will reduce consumption by fifty (50) percent of contracted amount.

STAGE 4 WATER CRISIS

Implementation Criteria:
Loss of capability to provide water service or contamination of supply source, or any unforeseen/unexpected conditions that may occur that cause the City Manager to recommend implementation to the Mayor.

Upon announcement and implementation by the City of Stage 4 Water Crisis, the following restrictions shall apply to all persons during Stage 4 Water Crisis:

1. All outdoor irrigation of vegetation including lawns, using potable water is prohibited.

2. Only washing of mobile equipment in the critical interest of the public health or safety shall be allowed.

3. The filling, refilling or adding of water to swimming and/or wading pools is prohibited. The construction of new swimming pools is prohibited.

4. The operation of any ornamental fountain or similar structure is prohibited. The construction of new ornamental fountains is prohibited.

5. Use of water from fire hydrants shall be limited to fire fighting and related activities or other activities necessary to maintain public health, safety and welfare. Water for domestic use only may be purchased from the bulk loading station.

6. The following uses of water are defined as "waste of water" and are absolutely prohibited:

   a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;

   b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;

c. Operating a permanently installed irrigation system with:

   i. A broken sprinkler head;

   ii. A sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or

   iii. A sprinkler head that is misting due to high pressure.

d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health or safety hazards.

7. Commercial and Industrial Users

a. Commercial and industrial users of water (for other than drinking water and rest rooms) shall continue to maintain at least a 15 percent reduction of water use compared to use during the same month of the previous year.

A surcharge rate will be assessed for any water consumption that does not comply with the required reductions. The surcharge in addition to regular charges is as follows:

	First Occurrence	Subsequent Occurrence(s)
First 5,000 gallons over allowed amount per 1,000 gallons	$10.00	$20.00
Next 5,000 gallons, per 1,000 gallons	$20.00	$40.00
For higher usage, per 1,000 gallons	$30.00	$60.00

Additionally, if a customer uses more than the allowed amount more than once at any time during Stage 4, then after each such overuse these surcharges will be added and the customer's water may be turned off and there will be a $500.00 re-connect fee, in addition to the listed fees.

Individual allotments may be adjusted by the Director of Water Utilities based on historical water usage and conservation practices of the customer. The other restrictions of Stage 4 still apply to commercial and industrial users.

b. Water used for industrial purposes not in the immediate interest of the public health, safety and welfare will be curtailed to the extent necessary to effectuate the needs and purposes of this plan.

WATER CONSERVATION PLAN

Requirements for drought contingency planning are found in 30 Texas Administrative Code (TAC) Chapter 288, Subchapter B. These regulations mandate that public water systems implement drought contingency planning, and submit a drought contingency plan (DCP) on five-year intervals to the Texas Commission on Environmental Quality (TCEQ) for review and approval. The City's DCP is a part of the City's Water Conservation Plan, and was last modified in October 2014. In its most recent review of the City's DCP in 2019, the TCEQ requested the City modify language in its DCP to incorporate additional description in specific areas of the DCP.

Drought planning serves to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire prevention. Drought planning is also intended to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions. The City's DCP serves to minimize or eliminate water uses and water use frequency considered non-essential during times of water shortage or other emergency water supply conditions. Defined activities that constitute a waste of water subjects the offender(s) to penalties established in the DCP. The DCP applies to persons, customers, and properties utilizing the City's Water System wherever situated, including wholesale customers, and others that receive water from the City on a contract basis. The DCP provides that if a shortage of water in the City's water supply occurs, the water to be distributed will be divided among all users pro rata, according to the amount each may be entitled to, so that preference is not given to one user or user group. The City's DCP does not apply to the use of alternative water sources, including non-potable water and private well water.

The City's DCP describes four water conservation stages in order of severity including:

- Stage 1 Water Alert,
- Stage 2 Water Warning,
- Stage 3 Water Emergency, and
- Stage 4 Water Crisis.

Consistent with TCEQ rules, the City's DCP describes enforcement procedures including assessment of fines, procedures for making payment of assessed fines, penalties for subsequent violations, and procedures for granting variances to the conditions of the DCP. The City's DCP also includes target water use reduction goals in each stage of drought contingency response as described in the TAC.

In its most recent review of the City's DCP in 2019, the TCEQ requested that the City modify the language in its DCP to incorporate additional description in the following areas, which are provided for City Council review/action:

- A description of the pro rata curtailment of water deliveries to or diversions by wholesale water customers as provided in Texas Water Code, §11.039. (Changes made in 32-141 and 32-145.)

- A description of the requirement in every wholesale contract, including contract extensions, entered into after adoption of the DCP that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, §11.039. (Changes made in 32-142.)
- A description of alternative water sources used by the City. (Changes made in 32-142.)
- A description of the procedures used for the initiation and termination of drought response measures. (Changes made in 32-141 and 32-143.3.)

<u>Ordinance (First Reading):</u> Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance amending Chapter 32 "Utilities", Article VI "Water Conservation Plan", of the Abilene Municipal Code by amending Section 32-141, Section 32-142, Section 32-143, and Section 32-145, as set out below, providing for a severability clause, and declaring a penalty.

CITY OF ABILENE TEXAS

Water Conservation Plan

- Texas Administrative Code Title 30, Chapter 288 describes the minimum elements for Water Conservation Plans (WCP) and Drought Contingency Plans (DCP).
- The WCP and the DCP must be reviewed and updated to coincide with the regional water planning group.
- The latest 5-year update to the WCP and DCP was completed and submitted to the Texas Commission on Environmental Quality (TCEQ) by May 1st, 2019.
- These recommended ordinance amendments are required for compliance with the minimum elements of Chapter 288 and for the subsequent approval of the updated plans by the TCEQ.

Water Conservation Plan

- **Sec. 32.141. Authorization**: Modify the section to clarify that during Stage 3 and Stage 4 water shortage conditions the City Manager is authorized to initiate allocation of water supplies on a pro rata basis in accordance with the Texas Water Code subsection 11.039.

  Sec. 32.142. Application: Modify the section requiring that the City shall include a provision in every new or renewed wholesale Water Supply Contract that in case of shortage of the City's water supply the water to be distributed shall be divided pro rata according to the amount each may be entitled to, without preference, and everyone suffers alike.

  Modify the section to encourage Abilene's customers to utilize alternative water sources including nonpotable water during periods of water shortage.

  Sec 32-143 Regional Water Planning Groups; Public Involvement and Education. Modifying the section establishing the procedure for the initiation and termination of any drought response stage shall be an announcement to the public and wholesale customers at a media conference.

  Section 32-145 Water Conservation Stages. Minor edits applicable to each of Stage 1 through Stage 4 clearly tying the underlying restrictions to the respective Stage.

<u>Ordinance (First Reading):</u> Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance amending Chapter 32 "Utilities", Article VI "Water Conservation Plan", of the Abilene Municipal Code by amending Section 32-141, Section 32-142, Section 32 -143, and Section 32-145, as set out below, providing for a severability clause, and declaring a penalty.

QUESTIONS?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/9/2020

TO: **Robert Hanna, City Manager**

FROM: **Mike Warrix, Director**

SUBJECT: **9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Executing a Professional Services Contract with HALFF and Associates for a New Comprehensive Plan *(Cheryl Sawyers)***

GENERAL INFORMATION

The City of Abilene solicited qualified consulting firms to submit a statement of qualifications and related information for the preparation of a new Comprehensive Plan in December of 2019.

Five firms responded, two were interviewed and HALFF and Associates were chosen by the committee.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The total cost for this agreement is $376,000.

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution HALFF
2. HALFF Contract 2020: Professional Services
3. Council Comp Plan Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH HALFF ASSOCIATES INC. FOR PLANNING SERVICES ASSOCIATED WITH THE PREPARATION OF A NEW COMPREHENSIVE PLAN

WHEREAS, Section 213 of the Texas Local Government Code grants the governing body of a municipality authority to adopt a comprehensive plan for the long-range development of the municipality; and

WHEREAS, the City of Abilene's current Comprehensive Plan was adopted in 2004 and is in need of a major update in order to adequately address future growth and development of the City; and

WHEREAS, a Request for Qualifications was issued in December of 2019 and responses were received from five firms, from which two were interviewed and one chosen as the recommended firm; and

WHEREAS, staff recommends the firm HALFF Associates Inc., for the project; and

WHEREAS, adequate funding for the project is included in the FY 2020 budget.

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

Part 1: That the City Manager is hereby authorized to execute a Professional Services Contract with HALFF Associates Inc. for the project.

Part 2: That this Resolution shall take effect immediately upon adoption.

ADOPTED this 9th day of July, 2020.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Anthony Williams, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CITY OF ABILENE

PROFESSIONAL SERVICES CONTRACT
(Not Architect or Engineer)

This contract, dated the 9th day of July, 2020, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and HALFF Associates, Inc. ("Professional").

The City is engaged in the 2020 Comprehensive Plan and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her services on the terms and conditions provided in this Contract.

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

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

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by 16 months from date of contract.

II. PAYMENT

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

III. ASSIGNMENT

The Professional may not assign in whole or in part any rights, duties, obligations or interest arising from this agreement without the City's prior written consent. In the event of an assignment by the Consultant to which the City has consented, the assignee or assignee's legal

representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Contractor's successors and assigns and may be enforced by the City against such successors and assigns.

IV. STATUS OF PROFESSIONAL

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

V. AMENDMENT OR MODIFICATION

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

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VII. NONDISCLOSURE

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

(i) injury or damage to any property or right

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

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

(iv) all other costs and expenses of litigation

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

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

C. TYPES AND AMOUNTS OF INSURANCE

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

	Type	Amount
X1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
X2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	$500,000 combined single limit for bodily injury and property damage (per occurrence)
X3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	$500,000 combined single limit for bodily injury and property damage (per occurrence)
X4.	Professional Liability	$500,000 per claim/aggregate

___5. See Addendum for Special Coverages and/or revisions

___6. No Insurance Required

X. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XI. TERMINATION

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

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

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

XII. PROJECT REPRESENTATION

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

XIII. NOTICE

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

City – ATTN:	**Mike Warrix** **Planning & Development Services Director** **City of Abilene**
Professional - ATTN:	**Brennan Kane, Project Manager** **1201 N. Bowser Rd.** **Richardson, TX 75081**

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XV. NO INDEBTEDNESS

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

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

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

XVI. EQUAL EMPLOYMENT OPPORTUNITY

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

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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

XIX. SALES TAX

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

XX. LEGAL CONSTRUCTION

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

XXI. BOYCOTT OF ISRAEL

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

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

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

XXII. SECTIONS AND OTHER HEADINGS

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

XXIII. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Title:

ATTEST:

_____

City Secretary

APPROVED:

By: _____

City Attorney

PROFESSIONAL

By: Brennan Kane

Title: Director of Planning

Address: 1201 N. Bowser Rd.
Richardson, TX 75081

Phone Number: (214) 217-6645

Federal Tax ID#: 75-1308699

ATTEST: (if corporation)

_____

Corporation's Secretary

Corporate Seal (if available)

HALFF ASSOCIATES, INC. CORPORATE SEAL TEXAS

1201 N. Bowser Rd.
Richardson, Texas 75081
(214) 346-6200
Fax (214) 739-0095

ATTACHMENT A
SCOPE OF SERVICES

Comprehensive Plan 2040
Abilene, Texas

The primary purpose of this planning effort is to prepare a new comprehensive plan for the City of Abilene. This plan will provide guidance for the physical development, redevelopment, and future direction of growth and governance within Abilene's planning area. This planning process and the resulting policies will be critical to the City's ability to promote and manage growth as well as, protect and enhance key areas of importance while accommodating future trends. This includes identifying what makes the City of Abilene unique, establishing the vision of what Abilene wants to become in the future, and determining how Abilene achieves that vision through ongoing execution of the implementation action plan.

The primary deliverable will be a new City of Abilene Comprehensive Plan (Policy Document) containing community wide objectives and policies with a feasible, fiscally responsible, and prioritized implementation action plan. Additionally, a series of immediate and action oriented Strategic Playbooks will be created that focus on key strategic elements including; *Downtown Revitalization, Historic Preservation, Neighborhood Stabilization, Parks and the Natural Environment, Bicycle and Pedestrian Networks, Arts and the Creative Economy, Economic Strategies, Resiliency and Sustainability.* Furthermore, a series of "short stories" will be created storytelling the comprehensive planning process and describing the nuts & bolts of the comprehensive plan.

AS A RESULT OF THE INDEMNITY REQUIREMENTS AS SET FORTH IN THE CONTRACT ABOVE, THE PARTIES UNDERSTAND AND AGREE THAT ANY AND ALL FIELD OR RECONNAISSANCE ACTIVITIES PERFORMED BY THE CITY OR CITY PERSONNEL ARE AND SHALL BE SOLELY BASED UPON THE CITY'S DECISION TO SO PERFORM AND SHALL NOT BE CONSIDERED TO BE ASSOCIATED WITH THE "WORK OR ACTIVITIES" OR "WORK AND ACTIVITIES" OF THE PROFESSIONAL AS DESCRIBED IN ARTICLE VIII.B OF THE PROFESSIONAL SERVICES CONTRACT BETWEEN CITY AND PROFESSIONAL.

Key Halff project staff assigned to this effort include:

Halff Associates, Inc.

- Brennan Kane - Project Manager
- Kendall Howard, AICP – Deputy Project Manager
- Jim Carrillo, FAICP, PLA – Principal in Charge
- Matt Bucchin, AICP, LEED GA – Planning Oversight / QA/QC
- Tim Bargainer, PLA, ASLA, CLARB – Senior Vice President / Board of Directors (Abilene Alum)

CivicBrand

- Ryan Short, President

Catalyst Commercial Inc.

- Jason Claunch, President

HALFF'S COMMITMENT DURING SOCIAL DISTANCING

As we all continue to maintain social distancing during the COVID-19 pandemic, plans like the Abilene Comprehensive Plan 2040 are critical investments a community can make in preparation following any crisis. Although in-person stakeholder and public meetings may be limited or non-existent, Halff has an all-encompassing toolbox of engagement strategies to meet the critical needs of the City of Abilene. If and/or when meetings can recommence, involving the public and conducting traditional in-person public engagement may continue to be limited. Therefore, in partnership with the City of Abilene we are committed to developing an engagement strategy

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and platform that maximizes the public input throughout the entire planning process whether that is by in-person meetings or uniquely tailored virtual charettes, public meetings, town halls, etc. Our value as a team is adapting to the ever-changing environment and working with the City of Abilene over the next 16-months to craft a new vision for the community, one that is citizen-driven with community engagement throughout the entire planning process.

PROJECT PROCESS ASSUMPTIONS

The scope of services for this proposal has been prepared using the following assumptions as a basis for its preparation:

1. The City of Abilene will be referred to as **City** in this document, and the member consulting firms will be individually or collectively referred to as **Halff**. Halff Associates, Inc. will serve as the prime firm, and subcontracting firms include CivicBrand and Catalyst Commercial.
2. The project planning area will encompass the existing Abilene City Limits and the City's statutory extraterritorial jurisdiction (ETJ)
3. The City will appoint a contact person [Project Administrator] to work with Halff to act as an intermediary between City staff/Technical Advisory Committee (TAC), City Council, Planning and Zoning Commission, the Comprehensive Plan Advisory Committee (CPAC), outside consultants, and other City, county and state government staff persons as required. Halff will take direction from the City's Project Administrator or City Manager only.
4. The City of Abilene will coordinate facilities, refreshments, and advertising for all stakeholder group and public meetings.
5. Reference to "meetings" in the scope of services indicates in-person or virtual meeting formats. Format will be determined when meetings are scheduled.
6. The City will be responsible for advertising for all meetings and announcements. This includes outreach via the City's existing social media channels (e.g., Facebook, Twitter, Next Door, etc.).
7. The City will commit the necessary resources to prepare adequately for the promotion of citizen participation in, and media coverage of, key community involvement meetings. The city might consider inviting other community organizations to co-sponsor or "co-host" such key events and provide further logistical support.
8. The City will provide information from all previous planning studies and master plans that may have an effect on the outcome of this planning effort. This information will be provided in digital format when possible and available. If no digital information is available, the City will create a reproduction, wherever possible, that will not have to be returned at the conclusion of the project. This information may include, but not be limited to, existing land-use plans and GIS data; existing transportation and street master plans; existing water or sanitary sewer planning documents; economic and demographic studies; park, trail, and open space plans; or other pertinent planning or policy documents. Prompt compilation and delivery of these documents to Halff is an essential prerequisite for the initiation of work and timely forward progress on individual tasks and deliverables.
9. The City will provide Halff with the most recently updated digital base map of the planning area with City limit and extraterritorial jurisdiction (ETJ) lines, school district lines, municipal utility district boundaries, roadway centerlines and rights-of-way (if available), water and sewer facilities; dry utilities; public facilities (including police, fire, hospital, library and other major public facilities); park and open space facilities; sidewalks and trails; rivers, lakes and floodplain information; and other GIS available that may be pertinent to this planning process. These files will be in the form of GIS shapefiles.
10. Input and feedback derived from the public engagement process will be assessed and incorporated into the various plan elements rather than compiled as stand-alone documents.
11. Additional printing or publication expenses will be charged in accordance with Exhibit B. Expenses incurred by the consultant team, such as mileage, materials, food, etc., are integrated into the Base Plan cost in the scope of services.

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12. Tasks prepared as part of this planning effort may occur concurrently where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document.

PHASE 01 | PROJECT INITIATION & MANAGEMENT

Task 1.1 Project Initiation and Management

- Halff will coordinate a project kick-off conference call with City staff to discuss project logistics, establish key milestones, request needed information, refine the planning process and calendar, QA/QC standards, establish project goals, discuss composition of advisory committee(s), and finalize the public engagement strategy.
- Obtain key maps and background data from City staff and other entities including digital copies of existing plans, studies, and other information that may impact this planning process.
- Manage the project to ensure that it proceeds according to the professional services agreement and this scope of services. This includes timely communication with the City, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, etc.

Task 1.2 Pre-Planning and Background Information

- Prepare associated base maps/ GIS files to serve as the foundation of this planning effort.
- Review and analyze previous studies/plans and other documentation that may influence, affect, or impact this planning effort and identify existing recommendations from other sources that may support this planning effort or its post-adoption implementation actions.
- Distribute questionnaires to City departments to understand existing conditions and near- and long-term needs.
- Begin preparation of key engagement activities, including project website development, online survey preparation, and development of media outreach.

Task 1.3 Branding

- Through collaboration with staff, Halff will prepare a project brand identity package to be used throughout the planning process. Brand development will include logo, color scheme, font and graphic style guide to be used as needed for public printed materials, advertisements, website and other documents, including final plans and publications.

Task 1.4 Community Kick-off Event (Trip 01)

- Participate in a half-day driving tour with city staff of key areas of the City.
- Introductory Work Session with the TAC to introduce the planning process and seek feedback on issues and opportunities.
- Hold a joint work session with the City Council, Planning & Zoning Commission, and the CPAC to introduce the planning process and seek feedback on issues and opportunities.
- Conduct up to 15 focus group listening sessions with key stakeholders.
- Halff will coordinate a community kick-off event announcing the project that will feature Chet Garner as the keynote speaker to generate excitement about sense of place and this initiative for the citizens of Abilene

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Deliverables: Meeting materials, Data Request Form, monthly progress reports, City-wide base map, department questionnaire public engagement plan, Draft and final brand materials, Meeting advertisements.

Meetings: TAC Mtg #1; Joint Work Session (CPAC Mtg #1; Plan Commission Mtg #1; City Council Mtg #1), Stakeholder Interviews

Items Provided by City: Provide background and data information as requested in Data Request Form, distribute questionnaires to appropriate city departments, review brand materials. City staff will secure meeting spaces and send out invitations for all events.

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PHASE 02 | COMMUNITY ASSESSMENT

Task 2.1 Background Analysis

- Review and incorporate baseline demographic and socioeconomic data from the U.S. Census Bureau and other sources as may be necessary and/or applicable.
- Incorporate population projections from the City, MPO, ISDs, County, and/or Texas Water Development Board to establish forecasts for population growth in 5-year increments through the year 2040.
- Collect information from City staff documenting progress implementing prior plan actions to understand which previous plan goals and objectives remain community priorities.

Task 2.2 Existing Conditions Inventory and Analysis (Trip 02)

- Identify strengths, weaknesses, key issues, and opportunities.
- Prepare a community assessment memo which includes updated demographic tables, charts, baseline inventory information in text, map, and table format. The memo will broadly cover topics such as land use and growth management; transportation and mobility; housing and neighborhoods; infrastructure and utilities; community facilities and services; natural resources and environmental constraints; parks, recreation, open space and trails; and community character, in a manner that corresponds with the ultimate thematic elements and chapters of the plan. The summary overview will be incorporated into the final plan or appendix and will be used as part of the analysis to help determine appropriate recommendations for moving forward.
- Calculate baseline existing land use areas per capita (for lands within City limits, lands outside City limits but within the ETJ, and for entire Planning Area) based on development densities and intensities.

Task 2.3 Growth Opportunities and Constraints Exercise

- Work with the Technical Advisory Committee (City-staff appointees) to delineate and map anticipated future growth areas within the Planning Area, including information such as likely land uses and timeframe, constraints and opportunity areas.

Task 2.4 Market Assessment

- Halff will conduct a market analysis scan which will address the feasible development potential within the city limits. The basis of the information is needed to determine if preferred scenarios can be fiscally supported by the existing and future market. The analysis shall focus on broad objectives such as economic benefits of enhanced mobility and connectivity, impacts from density/quality urban form, impacts of creating higher impact neighborhoods principles and greater integration/connectivity preservation of the natural environment and sustainability, and economic development potential bases on achieving the greatest objectives in a preferred scenario.

Deliverables: Summary of population forecasts, Socioeconomic data review, Community Assessment Memo, Summary of initial development assumptions, Meeting materials and summaries.

Meetings: TAC Mtg #2, #3, #4; CPAC Mtg #2,

Items Provided by City: Record of accomplishments from previous comprehensive plan actions, Review community assessment Memo, City staff to secure meeting spaces, send out invitations for all events, participate in meetings.

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PHASE 03 | VISIONING AND SCENARIO PLANNING

Task 3.1 Vision Plan and Strategic Perspectives (Trip 03)

- Summarize early public engagement efforts to help develop plan vision and goals.
- Prepare draft Vision statement and list of guiding principles and present to the Comprehensive Plan Advisory Committee (CPAC).

Task 3.2 Growth Scenario Development (Design Studio) (Trip 04)

- In conjunction with the City's project administrator and other City officials, the Halff team will conduct a multi-day planning studio to further facilitate the development of planning scenarios. Halff planners and designers will establish two alternative development concepts for the city. We will define early concepts for citywide future land uses, Downtown and redevelopment opportunities based on previous citizen input and aspirations.
    - Design studio will include one (1) centralized location where the public may freely come in and talk with team members during the event.
    - In coordination with the City, Halff may develop a mobile studio that takes the process to individual neighborhood facilities further engaging the public.

Task 3.3 Growth Scenario Fiscal Impact Analysis

- Concurrent with Task 3.2, the Halff team will create conceptual fiscal analysis for the two alternative growth scenarios to determine likely fiscal implications. The impact analysis will define public costs and benefits for proposed land use actions. The analysis provides a measure of economic modeling for development issues and activities.

Task 3.4 Preferred Growth Scenario

- Prepare a preferred growth scenario incorporating feedback received from the City Council and CPAC. Modify conceptual fiscal impact analysis as necessary to reflect a preferred growth scenario.

Task 3.5 Future Development Maps

- Map character areas, districts, and corridors throughout the City, that incorporate the vision of the preferred growth scenario. The character area development map will be accompanied by descriptive narrative including land use categories and development parameters.
- Modify the major thoroughfare plan for consistency with the preferred growth scenario and character area development map. The major thoroughfare plan will include recommended conceptual street cross-sections that complement the land use and character of adjacent properties.

Deliverables: Draft and final vision statement and goals, summary of two alternative development scenarios, fiscal analysis summary of the two scenarios, summary of preferred growth scenario, draft future land use map and future thoroughfare map, meeting materials and summaries.

Meetings: TAC Mtg #5, #6, #7, #8, Joint Work Session (CPAC Mtg #3; Plan Commission Mtg #2) CPAC #4; Open House No. 01

Items Provided by City: Review of vision statement and goals, participate in design studio, review of growth scenarios and fiscal impact analysis, review of future development maps, staff to secure meeting spaces and send out invitations for all events.

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PHASE 04 | PLAN COMPONENTS

Task 4.1 Proposed Themes and Plan Components (Trip 05)

The following plan elements are proposed based on those identified in the RFP. Although all City priorities will be covered in the plan document, various plan elements may be combined into consolidated chapters for ease of use. Final chapter titles and arrangements may vary based on public input and desired strategic directions. The proposed themes and plan element framework may include:

LIVABILITY

1. **Land Use Character and Placemaking**. Update the future land use map to better reflect differing areas of character. Based on the preferred growth scenario, the new map should reflect recent development and economic trends. Provide policy recommendations regarding the relationship between the environment and human activities and the interconnectedness of the built and natural environments. Focus on gateways, urban design and relationship between public spaces such as streetscapes and the built environment.
2. **Housing.** Analyze existing housing stock and neighborhoods. Conduct market assessment of housing within the city limits and surrounding area. Establish baseline of rent vs. ownership and develop strategies to facilitate an all-inclusive housing program.
3. **Mobility**. Incorporate necessary information from the city's thoroughfare plan and make recommendations as to its implications on the future of Abilene and other plan elements. Assess opportunities for multi-modal transportation. This involves an assessment of the city's thoroughfare network to include recommendations which will feed into the thoroughfare plan update. This element would also establish policies for street sections that address all modes of transportation including pedestrian, bicycle, auto, bus, etc.
4. **Downtown.** Conduct overview of existing historical structures, character analysis, and exterior building conditions. Establish design and character framework to maintain historical character while providing opportunity for new investment and re-investment within the commercial core of the city.

PROSPERITY

1. **Infrastructure.** Analyze the city's directions of growth, opportunities and limitations and capacity of infrastructure (e.g., water, wastewater, and drainage) and public services (e.g., fire and police protection, etc.) as determined by current City infrastructure plans. Inventory the city's natural resources against current development policies and practices. Analyze utility systems and infrastructure master planning efforts in conjunction with CIP and services needed for future population. Prepare growth and annexation recommendations consistent with state annexation laws and processes.
2. **Economic Development.** Incorporate recommendations from existing economic development studies that may have been undertaken in the City. Focus intently on I-20, U.S. 277/84, S.H. 322 opportunities and effects of new construction, as well as downtown potential. Identify opportunities for attracting businesses in conjunction with and in support of other plan elements. Target ways to leverage initial public investment as catalyst projects to spur subsequent private investment. Identify ways to use the Chamber, EDC, and other resources to support efforts.
3. **District and Corridor Strategies.** Analyze major commercial corridors and districts within the city boundaries, focus on 15-minute neighborhoods and developing strategies and recommendations for neighborhood centers, regional, and destination places.

ENVIRONMENT

4. **Parks and Culture.** In conjunction with the City's 2014 Parks, Recreation, and Open Space Master Plan update, provide recommendations for enhanced amenities like park improvements, public spaces, community destinations and city-wide trail connections.
5. **Natural Resources and Resilience.** Incorporate recommendations for sustainable systems through integrated and multi-functional design of public spaces, parks, drainage, utility systems, streets and facilities. Consider the cost impacts of status quo trajectory and potential future impacts and shocks of anticipated/unknown disruptions.

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Task 4.2 Implementation Program Development (Trip 06)

- Prepare a work program of recommended implementation actions that categorizes actions by implementation types and responsible entities. Action types may include: operational change, capital project, financial investment, regulation, future study, etc. Both short-term and long-range actions will be considered.
- Using the recommendations from each plan element, draft an implementation action plan that details near-, mid-, and long-term prioritization; type of action; and person, group, or entity responsible for implementation.
- Conduct a prioritization (ranking) exercise in a joint workshop setting with P&Z commission and City Council.
- Draft a plan implementation and administration program that verifies plan administration and oversight roles and establishes plan monitoring and amendment processes.

Task 4.3 Final Draft Plan (Trip 07)

The physical framework of the Abilene Comprehensive Plan may be comprised of the following components:

- *Policy Manual*. Halff will prepare a magazine-quality graphically enriched summary overview of the key components, recommendations, and implementation priorities of the plan. The policy manual will include an implementation strategy including an in-depth Community Work Program (CWP) that aligns with the city's budgeting and financial planning process.

- *Strategic Playbooks.* Halff will prepare up to ten (10) individual playbooks focused on deep dives into critical and strategic element focus areas. These concise strategic playbooks are meant to be immediate action plans for community groups, key leaders, and staff to immediately dive into resolving immediate concerns of the community. The playbooks will contain goals, policy recommendations, key issues, actionable first steps to hit the ground running post adoption of the Comprehensive Plan. Playbooks may include:

  - *Downtown Revitalization*
  - *Historic Preservation*
  - *Neighborhood Stabilization*
  - *Parks and the Natural Environment*
  - *Bicycle and pedestrian Networks*
  - *Arts and the Creative Economy*
  - *Economic Strategies*
  - *Resiliency and Sustainability*

- *Community Profile and Short Story Films*. Throughout the whole process Halff will be filming key public meetings and community engagement efforts as well as the design and review process to create short video documentaries. Videos like this create greater buy-in by giving everyone an all-access behind-the-scenes look at the complete planning and brand development process. This creates a greater respect and understanding for the process. Halff will provide the City of Abilene with a series of short films that detail the heart of the planning elements and comprehensive plan process. Our recommendation includes the following short "stories" that align with the planning elements of Task 4.1:

  - *Community Profile and Overview*
  - *Population and Demographics*
  - *Parks, Recreation, Natural, and Cultural Resources*
  - *District and Corridor Specific Strategies*
  - *Transportation, Mobility, and Public Utilities*
  - *Land use and Character Design*
  - *Housing and Neighborhoods*
  - *Economic Development*

- *Style Guide and Brand Assets*. With brand identity elements approved, Halff will develop the brand assets and style guide that reflects all of the best practices for using and managing the new branding. This will ensure that branding is consistent across all channels and provides the city with easy to use digital tools for managing and implementation of the brand assets.

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Deliverables: Refinement of plan themes, draft and final implementation program, draft and final policy manual (up to 50 pages), up to ten (10) strategic playbooks focused on plan focus areas (up to 20 pages each), up to eight (08) short story films (5 minute max each) that cover the planning topics in Task 4.1, project brand style guide.

Meetings: TAC Mtg #9, #10, #11, #12, #13; CPAC #5; Joint Work Session (CPAC #6 Plan Commission #3), Open House No. 02

Items Provided by City: Review of all draft and final materials, participation in short story films, staff to secure meeting spaces and send out invitations for all events.

PHASE 05 | ADOPTION

Task 5.1 Adoption (Trip 08)

- Prepare the Public Hearing Draft plan for review at public meetings.
- Review final draft plan and implementation program with CPAC, Planning and Zoning Commission and City Council for formal consideration and approval. Participate in and present at public hearings as deemed necessary by City staff.

Task 5.2 Adopted Plan Transmittal and Project Closeout

Post-adoption, Halff will transmit document originals and published plans to the City, as described below during Visit No. 11. During this visit, the TAC will be convened for the final time to discuss next steps and tasks needed to sustain action items during implementation.

- *Document originals*. Halff will provide a consolidated PDF of the adopted Comprehensive Plan for posting on the City's website. Halff will also provide a five full-color, bound copies of the Policy Manual, five full-color copies of each Strategic Playbook, five full-color copies of the Style Guide and Brand Assets, and one digital copy of the Community Profile and all Short Story Films. Halff will also provide electronic versions of all original files related to the Policy Manual, Strategic Playbooks, and Brand Style Guide.
- *Project Website*: At the end of the planning process Halff will convert the project website into a web-based format of the Comprehensive Plan to be integrated into the City's existing city website.
- *Additional copies*. Printing of additional copies beyond those listed above will be considered an Additional Service per Exhibit B of this scope of services.

Deliverables: Meeting materials, all final deliverables in PDF format, five (05) color copies of the policy manual, five (05) color copies of the strategic playbooks, five (05) color copies of the style guide and brand assets, project website domain and supporting files..

Meetings: TAC Mtg #14, #15; CPAC Mtg #7; Plan Commission Mtg #4; City Council Mtg #3

Items Provided by City: Staff to secure meeting spaces and send out invitations for all events.

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COMMUNITY ENGAGEMENT

Public involvement in the planning process is an ongoing function and will occur within each Phase of the schedule. This section of the scope summarizes both the types of public involvement.

COMPREHENSIVE PLAN ADVISORY COMMITTEE (CPAC)

Utilize a broadly-representative Comprehensive Plan Advisory Committee (CPAC) to provide key input and oversight of the development of the Abilene Comprehensive Plan. The CPAC should be comprised of 10-15 individuals and should include, at minimum, active and forward-thinking members of several of the boards and commissions within the City. The purpose of the CPAC will be to provide a balanced opinion on important City issues, provide comprehensive input on the vision for the future, and respond to draft deliverables.

There will be five posted meetings of the CPAC at key intervals throughout the comprehensive planning process. The two public open house events will be posted for the CPAC to contribute and help facilitate the public input. The CPAC will also be invited to attend each of the two joint workshops along with the City Council and Planning and Zoning Commission. Key City staff are anticipated to attend and participate in the meetings with the CPAC.

STAKEHOLDER FOCUS GROUPS

Halff will conduct 10-15 focus group meetings (60-75 minutes) with key stakeholders. These small-group listening sessions should be comprised of 15-20 people per meeting and are intended to identify issues and recommendations for the future of Abilene. Meetings with the following potential stakeholders are suggested but may be altered based on suggestions by the City's Project Administrator. Staff and representatives from various elected and appointed boards and commissions should be interspersed throughout each meeting depending on the topic of that particular meeting.

- The Abilene Chamber of Commerce; Abilene Economic Development Corporation;
- Abilene Association of Realtors, developers, and builders;
- Dyess Airforce Base;
- Abilene Independent School District, Wyle ISD, etc.;
- McMurry University, Abilene Christian University, Hardin-Simmons University, Texas State Technical College;
- Texas Tech University, Hendrick Medical Center, Abilene Regional Medical Center;
- Other governmental agencies and planning groups such as County, TxDOT, CTCOG, etc.;
- Large employers (non-Downtown) / industry owners;
- Neighborhood organizations, Homeowner associations and neighborhood watch groups;
- Local non-governmental organizations (social services, environmental, community, arts, historical, religious)
- Civic, downtown land and business owners, and those interested in historic preservation;
- Those interested in mobility, including local and regional transportation officials and bicycle/pedestrian interest groups;
- Those interested in quality of life (e.g., concerning parks, recreation, and trails; environment; beautification; civic spaces, tourism, etc.

CITY COUNCIL / PLANNING AND ZONING COMMISSION MEETINGS

Halff will meet with the Planning and Zoning Commission and City Council at several key points:

- *Project Kick-off Workshop* – Special Meeting of City Council, Planning and Zoning Commission, and CPAC to present introduction to planning process. (Visit No. 1)

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- *Stakeholder Focus Groups* - Invite the Planning and Zoning Commission and City Council to participate in the stakeholder focus groups (along with all other boards and commissions). (Visit No. 1)
- *Mid-point Briefing* - Facilitate a joint meeting with the Planning and Zoning Commission and City Council for a mid-point briefing. (Visit No. 5)
- *Plan Overview and Prioritization* - Facilitate a meeting with the Planning and Zoning Commission, City Council, and CPAC to overview draft plan and do a prioritization exercise. (Visit No. 7)
- *Planning and Zoning Commission Public Hearing* - Conduct a public hearing with the Planning and Zoning Commission and receive formal recommendation of final plan. (Visit No. 9)
- *City Council Public Hearing and Consideration of Adoption* – Present the final recommended plan for approval to the City Council. (Visit No. 10)

OPEN HOUSE PUBLIC MEETINGS

Prepare and facilitate two open house public meeting events to get citizen input and feedback regarding key issues and concerns for the community. Both Open Houses (#1 and #2) may include two separate dates or two separate times of day to ensure that attendees have options to attend. Exact times and formats to be confirmed during discussions with staff.

- Community Kick-off Event – During our initial visit (Visit No.1) Halff will assist in coordinating with the City a kick-off event celebrating the start of the planning process and discussing the importance to the planning effort including an overview of the process, opportunities for public engagement throughout the entire planning process, and transparency between city and community.
    - *Chet Garner, host of PBS' "The Daytripper"* (or similar speaker if applicable) – As part of the community kick-off event Halff proposes that Chet Garner, tv host, be brought in for a special guest appearance as keynote speaker or similar assigned role. Chet's intent would be to speak about what makes communities special and how they retain their unique identities, while generating enthusiasm for this process.
- *Open House #1* - The community-wide public kick-off event to receive general input, generate enthusiasm for the plan process, start the survey and help identify the vision for moving forward. (Visit No. 3)
- *Open House #2* – The second open house event is to review plan element recommendations, vision statement and goals and strategies. Receive community-wide input of draft plan components before finalizing for public hearings. (Visit No. 6)
- *Community Event* – At the determination between Halff and the City a community-wide event will be attended by Halff where we will conduct intercept surveys at a booth set up during the Saturday events. (Visit No. 3)

ONLINE PUBLIC SURVEY AND SOCIAL MEDIA OUTREACH

Prepare and administer a comprehensive online public survey to be conducted early in the planning process. This includes preparing a draft survey and flyer and vetting with City staff. The City will be responsible for widely advertising the survey through social media and other media outreach tools. It is recommended that the City consider offering participation incentive(s), as appropriate, to take the survey. Halff will tabulate the survey results and incorporate, as appropriate, into the plan.

PROJECT WEBSITE

Halff will develop and maintain a project website throughout the planning process. This website will contain key information regarding public input, key dates and milestones, plan progress, maps, and other interactive features meant to convey the critical components of the planning process.

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TECHNICAL ADVISORY COMMITTEE (TAC)

The technical advisory committee will be made of executive and director-level Abilene staff appointed by and including the City Manager, who will meet periodically during the planning process to provide crucial feedback and input. The TAC will be the foundation of an ongoing staff implementation committee that will lead efforts to coordinate and lead the city's action plan in the future. Meetings with the TAC will either coincide with scheduled visits or will be held via videoconferencing.

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SUMMARY TRIP SCHEDULE

Month 01 | Trip No. 01 (3 Day/1 Night) – Project Kick-off

Day 01 | Introductory Work Session with TAC (Mtg #1)
| Driving Tour of Community
| Joint Work Session CPAC #1 & Planning & Zoning Commission #1 & City Council

Day 02 |Stakeholder Interviews
| Evening Kick-Off Event (Keynote Chet Garner)

Day 03 | Stakeholder Interviews
| Debrief with TAC

Month 02 | TAC Virtual Meeting (Mtg #2)

Month 03 | Trip No. 02 (2 Day/1 Night)

Day 01 | Work Session with TAC (Mtg #3)
| Afternoon Work Session with CPAC #2

Day 02 | Targeted Group Presentation (i.e. Chamber, EDC, University Leaders, etc.)
| Debrief with TAC
| Stakeholder Interviews (as needed)

Month 04 | TAC Virtual Meeting (Mtg #4)

Month 05 | Trip No. 03 (2 Day/1 Night) – Open House No. 01

Day 01 | Work Session with TAC (Mtg #5)
| Joint Work Session CPAC #3 & Planning & Zoning Commission #2
| Open House No. 01

Day 02 | Targeted Group Presentation (i.e. Chamber, EDC, University Leaders, etc.)
| Debrief with TAC

Month 06 | TAC Virtual Meeting (Mtg #6)

Month 07 | Trip No. 04 (4 Day/3 Night) – Design Studio & Mid-Point Check-in

Day 01 | Design Studio
| Work Session with TAC (Mtg #7)

Day 02 | Design Studio
| Work Session with CPAC #4

Day 03 | Design Studio
| Evening Community Gallery Event

Day 04 | Targeted Group Presentation (i.e. Chamber, EDC, University Leaders, etc.)
| Debrief with TAC

Month 08 | TAC Virtual Meeting (Mtg #8)

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Month 09 | Trip No. 05 (2 Day/1 Night)

Day 01 | Work Session with TAC (Mtg #09)
| Afternoon Work Session with CPAC #5

Day 02 | Targeted Group Presentation (i.e. Chamber, EDC, University Leaders, etc.)
| Debrief with TAC

Month 10 | TAC Virtual Meeting (Mtg #10)

Month 11 | Trip No. 06 (2 Day/1 Night) – Open House No. 02

Day 01 | Work Session with TAC (Mtg #11)
| Joint Work Session CPAC #6 & Planning & Zoning Commission #3
| Open House No. 02

Day 02 | Targeted Group Presentation (i.e. Chamber, EDC, University Leaders, etc.)
| Debrief with TAC

Month 12 | TAC Virtual Meeting (Mtg #12)

Month 13 | TAC Virtual Meeting (Mtg #13)

Month 14 | Trip No. 07 (2 Day/1 Night) – Plan Commission Recommendation

Day 01 | Work Session with TAC (Mtg #14)
| Planning & Zoning Commission Public Hearing & Recommendation

Day 02 | Targeted Group Presentation (i.e. Chamber, EDC, University Leaders, etc.)
| Debrief with TAC

Month 15 | Trip No. 08 (2 Day/1 Night) – City Council Adoption and Staff/Agency Orientation

Day 01 | Plan Orientation Work Session CPAC #7 & Planning & Zoning Commission #4
| City Council Adoption Meeting

Day 02 | Business Leaders & Key Stakeholder Orientation Work Session
| Plan Orientation Work Session with Advisory Committees and Community Organizations
| Debrief & Project Closeout with TAC (Mtg #15)

SUMMARY OF MEETINGS AND ENGAGEMENT

CPAC – 7
City Council – 3 (Kick-off, Mid-point, Adoption) + Public Events and Open Houses
Plan Commission – 4 + Public Events and Open Houses
Community & Open House Events – 4
TAC – 15

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION SELECTED

OPTION 1 ___

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

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

OPTION 2 X

Payment is in a lump sum amount of $376,000 upon completion of the work and written acceptance by City's Project Representative.

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

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

OPTION 3 ___

Payment is a fixed fee amount of $25,066.66 payable per month upon completion of the work and written acceptance by City's Project Representative.

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

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

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ATTACHMENT B
PROPOSED BUDGET

Phase 01 | Project Initiation and Preliminary Engagement	$56,800
Phase 02 | Community Assessment	$60,900
Phase 03 | Visioning & Scenario Planning	$93,300
Phase 04 | Plan Components/Strategic Playbooks	$133,800
Phase 05 | Final Plan and Adoption	$15,200
Subtotal	**$360,000**
Reimbursables	$11,000
Allowance for Chet Garner Keynote –Kickoff Event	$5,000
Grand Total – Base Scope of Services	**$376,000**

ADDITIONAL SCOPE OF SERVICES

Additional Meetings:

Each additional meeting or visit beyond those described in the scope will require additional fees to accommodate the request.

Additional Stakeholder Meetings (new visit)	$1,500
Additional Public Meetings with elected or appointed officials	$2,500
Additional Open House (pre-meeting preparation/post-meeting follow-up)	$7,500

Printing Expenses:

Printing expenses of additional plan copies are not included in base fee in this scope of services. Additional plan copies can be provided at the following rates:

Prints - Letter and Legal/Color	$0.20/sheet
Prints - Letter and Legal/B&W	$0.10/sheet
Prints - 11x17/Color	$1.50/sheet
Prints - 11x17/B&W	$0.75/sheet

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) ___

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

(Option 2) _X_

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

(2) no later than seven (7) days after receipt by the Professional, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

f. The Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

h. The Professional shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

i. The Professional shall contractually require each person with whom it contracts to provide services on a project to:

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

(2) provide to the Professional, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;

(3) provide the Professional, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Professional:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

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

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

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

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

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ATTACHMENT E
ADDITIONAL VALUE-ADDED SERVICES

Halff also offers several potential additional scopes of work which may be considered concurrent or following the comprehensive planning process. During the course or at the conclusion of the project, the City may deem it necessary to request further research or otherwise engage Halff in additional work efforts or subsequent phases not anticipated at project initiation or as set out in the *Scope of Services*. Any such additional services shall be specifically authorized by the City Council, as appropriate, and documented through a written amendment to existing *Scope of Services* or set out as follow up additional phase services.

Code Assessment and Report

Concurrent with, or as a follow up to the Comprehensive Plan, Halff Associates could prepare a report which analyzes the consistency between the newly adopted Comprehensive Plan and the City's existing development codes. This task would include the following two (2) products:

- *Code Assessment*. Analyze and recommend modifications to the City's codified and uncodified zoning, subdivision, and development-related ordinances, paying particular attention to those recommendations that further implement the City's revised community vision.
- *Memorandum*. Prepare a separate memorandum which examines the relationships between the recommendations and policy directions of the Comprehensive Plan to the City's existing zoning, subdivision, and other development-related ordinances. The memorandum will identify gaps and improve consistency between plan and regulations, identify inconsistencies between regulatory procedures and actual practice, and recommend modifications to improve usability and readability. This memorandum will set the stage for effective implementation of the regulatory improvements identified in the Comprehensive Plan.

Development Code Amendments

As a follow up to the Comprehensive Plan, Halff Associates can draft amendments or re-writing of the development code as part of the Implementation Action Plan of the Comprehensive Plan. This task includes the Code Assessment Report (identified above), followed by the drafting of the actual regulatory text and zoning map amendments (as set out below). In many cases, the adoption of a Comprehensive Plan (and a new or revised community vision for the future) provides the right momentum and opportunity to update the City's regulations. Moreover, while the state does not require a Comprehensive Plan, it does require a municipality's zoning regulations to be adopted in accordance with the Comprehensive Plan (§ 211.004, *Compliance with Comprehensive Plan*, of the Tex. Local Gov't. Code). Halff's staff include a long history of developing zoning, subdivision, and other development-related regulations from simple ordinance modifications to preparation of entire unified development codes (UDCs). In addition to the Code Assessment Report described in the previous task, this task would result in the following:

- *Code Amendments*. Halff will undertake the drafting and presenting of the code text amendments in manageable pieces, typically with the same advisory committee used for the Comprehensive Plan, or with a new Zoning Advisory Committee. The actual drafting of the code text amendments will be in accordance with what was endorsed by the City Council as part of the review and approval of the *Memorandum*, and other local, state, and federal laws. Halff represents that is technically competent as any other planning firm to prepare the draft regulatory amendments but will rely on the City Attorney to ensure compliance with the legal requirements of the state.

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- *Map Amendments*. Halff will provide strategic recommendations and general framework regarding the mapping of proposed zoning districts (if applicable). Changes to the zoning map are intended to implement the vision set out in adopted changes of the City's future land use plan. As part of this task, Halff will prepare a complete GIS and aerial mapping review of the City to analyze the closeness of fit between the proposed future land use plan, existing development character, and the existing and proposed zoning districts. Halff will prepare the strategic recommendations and general framework so that the actual zoning map layer can be prepared and vetted by the City using the City's conventions and standards, and so that the layer can be maintained and consistently applied for ongoing code and zoning map administration.

Sub-Area, Neighborhood and Corridor Planning

Like many cities, Abilene has a series of more refined sub-area plans which further refine how the City moves forward with improvements, such as the Downtown Master Plan. During the comprehensive planning process, there may be additional small areas or corridors will be identified for future consideration that would provide detailed guidance to protect character, encourage investment, etc.

Comprehensive Plan 2040 Consultant Selection

Abilene Comprehensive Plan 2040

- Current plan adopted by City Council in January 2004
- Comprehensive Plans are generally updated every 5-10 years with annual Community Work Program (CWP) updates
- Current plan is out-of-date and needs to be updated
- Issued Request for Qualifications (RFQ) in Dec 2019
- Five (5) firms responded
- Shortlisted two (2) for interviews
- Recommended firm is HALFF and Associates

Abilene's History of Planning

1945 The City Plan of Abilene

1957 Abilene General Plan

1972 Comprehensive Plan

1977 Land Use Plan

1986 Future Land Uses

2004 Comprehensive Plan

- Land Development Code adopted in 2010

What is Comprehensive Planning?

- Comprehensive approach in addressing future growth and change of a community; includes adoption of a "Comprehensive Plan" and subsequent updates to the land development code

- Section 213 Texas Local Government Code: *the governing body of a municipality may adopt a comprehensive plan for the long-range development of the municipality*

What is a Comprehensive Plan?

- Vision & policy document to guide future decisions associated with growth & development
  - Community driven visioning
  - Community work group made up of stakeholders
  - Technical Advisory Committee
- Legal basis for making decisions regarding land use & development
- Does not replace the land development code (LDC)

Typical Plan Elements

- Land Use
- Transportation
- Housing
- Community Facilities & Services
- Natural Resources
- Economic Development
- Population (current and future growth)
- Public Participation
- Implementation Strategy

  Short-Term Work Program/Community Work Program

Traditional Planning Process

- Inventory & Assessment

  Where are we as a city?

- Statement of Needs & Goals

  Where do we want to be as a city?

- Implementation Strategy

  How do we get there?

Schedule & Fees

- Estimated completion and adoption of the Comprehensive Plan is 15 months from contracted date.
- Approximately October 2021 implementation
- Contract Amount $376,000

  Includes but not limited to:

  - Detailed analysis of previous plans and existing conditions
  - Community Assessment
  - Opportunities and Constraints
  - Public Engagement/Community Work Program
  - Policy Manual
  - Strategic Playbooks for focused areas
  - Adoption of final Comprehensive Plan

Questions

City Council
Agenda Memo

City Council Meeting Date: 7/9/2020

TO: **Honorable Mayor Williams and members of the City Council**

FROM: **Misty Mayo**

SUBJECT: **10. Presentation: Receive a Report, Hold a Discussion and Public Hearing on the Realignment of the Development Corporation of Abilene, Inc. partnership with the Abilene Industrial Foundation *(Misty Mayo & Doug Peters)***

GENERAL INFORMATION

Discussion of realignment of the partnership between the DCOA and AIF.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Realignment.DCOA and AIF.07.01.2020_FINAL

Develop Abilene

Presentation to City Council
July 9, 2020

SHARED VISION

ECONOMIC DEVELOPMENT STRATEGIC PLAN

"Abilene has a growing, dynamic economy that elevates the creativity, skills, and ambitions of its businesses and residents."

DCOA

- To coordinate and lead the economic development efforts of the community; including long-term visioning and the coordination of the economic development strategic plan - Advancing Abilene.

- To fund pursuits and partnerships that align with DCOA goals and strategies, which drive increased capital investment and primary job creation for the Abilene community; leading DevelopAbilene strategies and priorities.

AIF

- Serves as the Public/Private Partnership of the community's economic development efforts.
- To function as the organization responsible for business retention and expansion, entrepreneurial, and workforce and talent development services provided, by contract to the DCOA.
- Engage private business leaders in economic development to support the growth and prosperity of existing businesses.

CORE PILLARS

Coordinate, Measure & Adjust for Success

I. BUSINESS ATTRACTION

Aggressively market & promote Abilene as a destination for new investment.

II. BUSINESS RETENTION & EXPANSION

Spur and facilitate the growth and prosperity of existing businesses.

III. ENTREPRENEURIAL

Develop an ecosystem that spawns and supports innovative businesses.

+

WORKFORCE & TALENT DEVELOPMENT

Elevate initiatives and partnerships to create and retain a viable workforce that can support current and future industry.

MARKETING & BRAND AWARENESS

Activate strategies to promote Abilene as the premier location for business.

= SUCCESS

WHY REALIGN?

TO MEET THE STRATEGIC VISION:

ABILENE HAS A GROWING, DYNAMIC ECONOMY THAT ELEVATES THE CREATIVITY, SKILLS, AND AMBITIONS OF ITS BUSINESSES AND RESIDENTS.

01 ALIGN TO COMPETE

Through contracts with the DCOA, partner organizations will be afforded the opportunity to implement the economic development strategic plan strategies together.

02 UNIFIED MESSAGE

Improved collaboration, one #DevelopAbilene message, lessens confusion.

03 ROLES & RESPONSIBILITIES

Clearly defined roles with responsibilities outlined for accountability.

04 IMPROVES AGILITY

Allows the DCOA and AIF to recognize new and existing opportunities and to act quickly.

CORE PILLARS

WHERE WE ARE TODAY

AIF

I. BUSINESS ATTRACTION

- Site meetings
- Type A
- Data & research
- Retail & Downtown (*AIF leads)
- Trade shows & conferences

AIF

II. BUSINESS RETENTION & EXPANSION

- BRE visits from list or demand
- Downtown

AIF

III. ENTREPRENEURIAL

- BE in Abilene Competition

+

AIF

MARKETING & BRAND AWARENESS

- Website
- Social media
- Marketing collateral

AIF

WORKFORCE & TALENT DEVELOPMENT

- Campus Connect – college grad training program
- *NEXT*University
- We Connect – externships

**Manage = staff team is employed by respective organization.*
A variety of scenarios apply for funding and contract deliverables.

CORE PILLARS

WHERE WE ARE HEADED

DCOA MANAGE

I. BUSINESS ATTRACTION

- Site meetings
- Type A
- Data & research
- Retail & Downtown (*AIF leads)
- Trade shows & conferences
- **Developers**
- **Subject Matter experts**
- **Target industries**
- **Business intelligence**
- **Incentive guidelines**
- **Policies & procedures**
- **Compliance**
- **GIS WebTech**
- **Real Estate search software**
- **Sales Cycle Management/Sales Force**

AIF MANAGE

II. BUSINESS RETENTION & EXPANSION

- BRE visits from list or demand
- Downtown
- **Match business leaders to business attraction and retention efforts – contacts and connections to leverage success**
- **Industry luncheons & events**
- **Participate in small business initiatives**
- **Coordinate with DCOA team to ensure business intelligence**
- **Experts on existing market**
- **Know the existing industry intelligence**
- **Industry Management Councils**

AIF MANAGE

III. ENTREPRENEURIAL

- BE in Abilene Competition
- **Student and school entrepreneurial programs**
- **Angel Initiatives**
- **Workshops & classes**
- **Coordinate contract with SBDC**
- **Economic Gardening Program**
- **Participate in small business initiatives**
- **Explore funding mechanisms for small business entrepreneurship**

+

DCOA MANAGE

MARKETING & BRAND AWARENESS

- Website
- Social media
- Marketing collateral
- **Brand management – one brand – DevelopAbilene**
- **Marketing firm & PR**
- **Site Selector engagement events**

AIF MANAGE

WORKFORCE & TALENT DEVELOPMENT

- Campus Connect – college grad training program
- *NEXT*University
- We Connect – externships
- **Data driven initiatives**
- **Industry luncheon to educate business community**
- **College coordination/Workforce training/Cont. education**
- **Community assessment for local talent**

**Manage = staff team is employed by respective organization.*
A variety of scenarios apply for funding and contract deliverables.

Will include strategic plan initiatives.

PRIMARY ROLES

DCOA ROLES

CORE FUNCTIONS	SUPPORT FUNCTIONS
BUSINESS ATTRACTION - DEVELOPMENT	FINANCE, ACCOUNTING & COMPLIANCE
DATA ANALYTICS & BUSINESS ATTRACTION	ADMINISTRATIVE
MARKETING & BRAND MANAGMENT	FACILITIES
STRATEGIC INITIATIVES	

AIF ROLES

CORE FUNCTIONS
BUSINESS RETENTION & EXPANSION (BRE)
ENTREPRENEURIAL
* DOWNTOWN & RETAIL DEVELOPMENT
WORKFORCE & TALENT DEVELOPMENT

**Through the Public/Private Partnership, we are coordinating to effectively execute economic development strategies.*
**Downtown & Retail are part of the DevelopAbilene Business Development Team.*
**Funding explained on following slide.*

REALIGNMENT FOR EFFECTIVENESS

PREVIOUSLY:
AIF – 5
DCOA – 5

WITH REALIGMENT:
AIF – 4
DCOA – 10

REALIGNED DCOA and AIF TEAM MEMBERS

WHERE WE ARE TODAY FULL TIME EMPLOYEE FOCUS AREAS	WHERE WE SHOULD BE	WITH REALIGNED STAFF - ADD
Business Attraction - 0.5	2.5	2
Business Retention & Expansion - 0.5	0.5	0
Entrepreneurial - 0	0.5	0.5
Marketing - 0.5	1	0.5
Strategic Initiatives - 0	1	1
*Downtown - 1	0.5	- 0.5*
*Retail - 0	0.5	0.5*
TOTAL: 2.5	6.5	3.25 DCOA + .75 Other**

***4 added FTEs total = DCOA funding 3.25 FTEs and .75 FTE paid by private funds with participation from the City*
**Retail – privately funded & managed (.5 FTE from AIF private funds).*
**Downtown – funded 50% DCOA (.25 FTE), 25% City (.125 FTE), 25% AIF private funds (.125 FTE).*

TIMING

STEP ONE

Final concept & budget approval by DCOA Board.

STEP TWO

Workshop & approval of the budget by City Council.

STEP THREE

Implementation with the goal of completion by October 1, 2020.

An effective realignment between the DCOA, AIF & City for optimum success in economic development.

WHAT SUCCESS LOOKS LIKE IN 2020

ALIGN

Allows DevelopAbilene to execute economic development strategy; in return, allowing partner organizations to be more effective, efficient, and strategically aligned.

RECRUIT

Engaging key leaders to best implement strategy that helps move DevelopAbilene forward.

RESEARCH

Research and develop best practices to serve as key metrics for staff.

UPDATE

Our funding model to support strategic plan and organizational goals.

DEVELOP

A plan of action to expand investors and strategic partners with accountability measures.

City Council
Agenda Memo

City Council Meeting Date: 7/9/2020

TO: **Honorable Maylor Williams and members of the City Council**

FROM: **Misty Mayo**

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

GENERAL INFORMATION

Amended DCOA Budget for FY 19-20

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. City Resolution - Revised FY20 Budget
2. DCOA City Council Budget FY19-20

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA") REVISED FISCAL YEAR 2019-2020 BUDGET.

WHEREAS, on June 17, 2020, the DCOA approved a revised Fiscal Year 2019-2020 Budget (the "**Revised FY19-20 Budget**"), a copy of which is set forth on **Exhibit A**, attached hereto and fully incorporated herein; and

WHEREAS, the DCOA requests that the City of Abilene approve the Revised FY19-20 Budget.

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

PART 1. The City of Abilene hereby approves the Revised FY19-20 Budget.

PART 2. The City of Abilene's approval of the DCOA's Revised FY19-20 Budget as set forth in this Resolution is the City of Abilene's approval of the DCOA's expenditures set forth in the Revised FY19-20 Budget as required by the Texas Local Government Code and the DCOA's Bylaws.

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

ADOPTED this ____ day of July, 2020.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Anthony Williams, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Exhibit A

	A	B	C	D	E	F	G
1	**DEVELOPMENT CORPORATION OF ABILENE, INC.**						
2	**BUSINESS SERVICES, PROPERTY MAINTENANCE & PROJECTS**						
3	**Accounting Unit 760275**						
4	**FY20 Revised and FY21 Budget**						
5	**As Approved by DCOA Board on 6/17/2020**				**VARIANCE**		
6		**Account**	**APPROVED**	**PROPOSED**	**PROPOSED TO**	**PROPOSED**	**FY21 VARIANCE TO**
7			**FY2020**	**REVISED FY20**	**APPROVED FY20**	**FY2021**	**APPROVED FY20**
8							
9	**REVENUES**						
10	Business Services						
11	Sales Tax Revenue	40201+40202	$ 11,913,770	$ 10,722,393	$ (1,191,377)	$ 11,913,770	$ -
12	Principal on Loans (BBP Bird)	BS 17307	$ 160,000	$ 160,000	$ 0	$ 226,000	$ 66,000
13	Interest on Loans (Receptor Logic)	46003	$ -	$ 81,303	$ 81,303	$ -	$ -
14	Investment Pool	46004	$ 532,000	$ 532,000	$ -	$ 500,000	$ (32,000)
15	Land Leases (Lenz, Peacock, Lamar, AbiMar)	47201			$ -		$ -
16	AbiMar (Vine St. Parking Lot)		$ 11,385	$ 7,590	$ (3,795)	$ -	$ (11,385)
17	Lamar Advertising (Industrial Blvd)		$ 1,000	$ 333	$ (667)	$ -	$ (1,000)
18	David Lenz (Access BP)		$ 285	$ 285	$ -	$ 285	$ -
19	Lamar Advertising x 2 (Fulwiler Land/5 Pts)		$ 4,040	$ 2,040	$ (2,000)	$ 2,020	$ (2,020)
20	Lamar Advertising (Hwy 36 land)		$ 1,000	$ 1,010	$ 10	$ 1,010	$ 10
21	W. T. Miller (5Pts)		$ 2,530	$ 2,530	$ -	$ 2,530	$ -
22	W. T. Miller (Maple)			$ 235	$ 235	$ 235	$ 235
23	Building/Space Rental	47203			$ -		$ -
24	EASI				$ -		$ -
25	Hangar 0		$ 27,206	$ 27,563	$ 356	$ 28,275	$ 1,069
26	Hangar 2		$ 25,996	$ 28,751	$ 2,755	$ 34,261	$ 8,265
27	Hangar 3		$ 15,162	$ 16,713	$ 1,551	$ 19,816	$ 4,654
28	Hangar 4		$ 25,765	$ 24,628	$ (1,137)	$ 22,353	$ (3,412)
29	Parts / Records		$ 38,883	$ 39,870	$ 987	$ 41,844	$ 2,961
30	AbiMar Foods (Vine St. Warehouses)		$ 328,752	$ 207,919	$ (120,833)	$ -	$ (328,752)
31	Ryder (4125 Vine St. truck bays)		$ 31,104	$ 18,144	$ (12,960)	$ -	$ (31,104)
32	Plant Lady (922 N 13th)		$ 7,680	$ 7,680	$ -	$ 1,280	$ (6,400)
33	Pactiv (Spec 2)		$ 713,012	$ 713,012	$ -	$ 721,746	$ 8,734
34	Health Services Corp (BCBSTX)		$ 5	$ 5	$ -	$ 5	$ -
35	Zoltek (Annual)		$ 10	$ 10	$ -	$ 10	$ -
36	174 Cypress 1F		$ -	$ 28,830	$ 28,830	$ 27,000	$ 27,000
37	174 Cypress 2F		$ -	$ 11,250	$ 11,250	$ 66,816	$ 66,816
38	174 Parking Space		$ -	$ 1,260	$ 1,260	$ 4,860	$ 4,860
39	Misc. Revenue	47244	$ -	$ 4,627	$ 4,627	$ -	$ -
40	Sale of Equipment	48203	$ -	$ 10	$ 10	$ -	$ -
41	**TOTAL REVENUES (TR)**		$ 13,839,584	**$ 12,639,990**	**$ (1,199,594)**	**$ 13,614,115**	**$ (225,468)**
42							
43	**EXPENDITURES**						
44	Ongoing Operations						
45	Business Services (2760)						
46	Salaries	51000	$ 462,487	$ 583,660	$ 121,173	$ 910,000	$ 447,513
47	Termination Pay	51900	$ -	$ 38,956	$ 38,956	$ -	$ -
48	Non-Cash Payroll Items	51950	$ 500	$ 1,500	$ 1,000	$ 1,500	$ 1,000

	A	B	C	D	E	F	G
49	Stability Pay	52100	$ 2,370	$ 2,400	$ 30	$ 2,400	$ 30
50	Cell Phone Allowance	53100	$ 1,200	$ 610	$ (590)	$ 3,600	$ 2,400
51	Moving Expense	53200	$ 15,250	$ 23,250	$ 8,000	$ 30,000	$ 14,750
52	Other Reimbursable	53250		$ 2,422	$ 2,422	$ -	$ -
53	TMRS Retirement	55000	$ 54,777	$ 72,030	$ 17,253	$ 102,460	$ 47,683
54	Social Security/Medicare	55200	$ 37,183	$ 48,340	$ 11,157	$ 69,370	$ 32,187
55	Group Insurance	55300	$ 29,010	$ 36,750	$ 7,740	$ 58,020	$ 29,010
56	Worker's Compensation	55400	$ 6,070	$ 6,070	$ -	$ -	$ (6,070)
57	Office Supplies	60000	$ 2,000	$ 2,000	$ -	$ 2,500	$ 500
58	Non Capital Expenses	60100	$ 1,000	$ 1,000	$ -	$ -	$ (1,000)
59	Uniforms	60130	$ 600	$ 3,000	$ 2,400	$ 3,000	$ 2,400
60	Postage	60150	$ 250	$ 500	$ 250	$ 1,000	$ 750
61	Fuel-Gas	60160	$ -	$ 1,500	$ 1,500	$ 3,000	$ 3,000
62	Hardware Expenses (New Computers)	60200	$ -	$ 4,000	$ 4,000	$ 16,000	$ 16,000
63	Software Expenses	60210	$ 1,500	$ 22,300	$ 20,800	$ 22,200	$ 20,700
64	Equipment and Vehicle Maintenance	61000	$ -	$ 1,200	$ 1,200	$ 3,000	$ 3,000
65	Building Maintenance	61010	$ 500	$ 20,000	$ 19,500	$ 85,000	$ 84,500
66	Land and Betterments Maintenance	61025		$ 2,500	$ 2,500	$ 2,500	$ 2,500
67	Electric Service	62005		$ 15,600	$ 15,600	$ 31,200	$ 31,200
68	Gas Service	62010	$ -	$ 2,400	$ 2,400	$ 4,800	$ 4,800
69	Water Service	62015	$ -	$ 6,000	$ 6,000	$ 12,000	$ 12,000
70	Outsourced Machinery & Equipment Maintenance	61015	$ 150	$ 150	$ -	$ 500	$ 350
71	Phone	62020	$ 3,120	$ 5,120	$ 2,000	$ 12,000	$ 8,880
72	Professional Services	62045	$ 230,000	$ 240,000	$ 10,000	$ 300,000	$ 70,000
73	Printing	62065	$ 1,850	$ 2,850	$ 1,000	$ 5,000	$ 3,150
74	Tech Service	62080	$ 4,355	$ 89,680	$ 85,325	$ 7,800	$ 3,445
75	Rental of Bldgs./Space	62110	$ 20,000	$ 17,500	$ (2,500)	$ 1,800	$ (18,200)
76	Liability Insurance Premium	62280	$ 95,000	$ 110,000	$ 15,000	$ 120,000	$ 25,000
77	Other Insurance	62295	$ -	$ -	$ -	$ 10,000	$ 10,000
78	Employee Development and Travel	62410	$ 20,000	$ 25,000	$ 5,000	$ 80,000	$ 60,000
79	Expense Allowance/Mileage (In Abilene Business Activities)	62430	$ 40,000	$ 68,500	$ 28,500	$ 100,000	$ 60,000
80	Dues and Subscriptions	62500	$ 18,000	$ 18,000	$ -	$ 20,000	$ 2,000
81	Advertising and Promotions, Marketing Travel	62545	$ 75,000	$ 90,000	$ 15,000	$ 1,000,000	$ 925,000
82	Indirect Cost Allocation for City of Abilene	62930	$ 48,960	$ 48,960	$ -	$ 30,000	$ (18,960)
83	Office Furniture and Equipment	64320	$ -	$ 8,000	$ 8,000	$ 5,000	$ 5,000
84	**TOTAL 2760**		$ 1,171,132	**$ 1,621,748**	**$ 450,616**	**$ 3,055,650**	**$ 1,884,518**
85							
86	DCOA Property Maintenance (2775)						
87							
88	Non-Capital Equipment (under $5k)	60100	$ 8,000	$ 8,000	$ -	$ 5,000	$ (3,000)
89	Fuel-Gas	60160	$ -	$ 839	$ 839	$ -	$ -
90	Equipment and Vehicle Maintenance	61000	$ -	$ 291	$ 291	$ -	$ -
91	Building Maintenance	61010	$ 400,000	$ 1,125,000	$ 725,000	$ 674,000	$ 274,000
92	**Fulwiler Bldgs. A&B Fire Pump Houses*			*$ 240,000*	*$ 240,000*	$ -	$ -
93	**Fulwiler Bldg. C/D Fire Pump House*			*$ 225,000*	*$ 225,000*	$ -	$ -
94	**Bldg. C/D clean out*			*$ 125,000*	*$ 125,000*	$ -	$ -
95	**Parts and Records*			*$ 60,000*	*$ 60,000*	$ -	$ -
96	**Hangar 1 Renovation*			$ -	$ -	*$ 89,000*	$ 89,000
97	**Hangar 2 Exterior Renovation (Old Section)*			$ -	$ -	*$ 85,000*	$ 85,000

	A	B	C	D	E	F	G
98	**Hangar 3 Renovation*			*$ 75,000*	*$ 75,000*	*$ -*	*$ -*
99	Land and Betterments Maintenance	61025	$ 300,000	$ 300,000	$ -	$ 300,000	$ -
100	Electric Service	62005	$ 30,000	$ 30,000	$ -	$ 25,000	$ (5,000)
101	Gas Service	62010	$ 2,500	$ 3,700	$ 1,200	$ 2,000	$ (500)
102	Water Service	62015	$ 14,000	$ 14,000	$ -	$ 10,000	$ (4,000)
103	Phone Service	62020	$ 3,500	$ 5,000	$ 1,500	$ 3,000	$ (500)
104	Professional Services	62045	$ 10,000	$ 45,000	$ 35,000	$ 25,000	$ 15,000
105	Other Insurance	62295	$ -	$ 2,771	$ 2,771		$ -
106	Property Taxes	62520	$ 7,500	$ 7,500	$ -	$ 7,500	$ -
107	Equipment Use Charges	62940	$ 3,000	$ -	$ (3,000)		$ (3,000)
108	Property Insurance Charge	62980	$ 205,140	$ 205,140	$ -	$ 405,140	$ 200,000
109	**TOTAL 2775-DCOA Property Maintenance**		$ 983,640	**$ 1,747,241**	**$ 763,601**	**$ 1,456,640**	**$ 473,000**
110							
111	Annual Contracts (2775)						
112	Abilene Industrial Foundation	62571	$ 771,525	$ 771,525	$ -	$ 505,000	$ (266,525)
113	Small Business Development Center	62572	$ 253,000	$ 253,000	$ -	$ 253,000	$ -
114	Chamber Military Affairs Committee	62573	$ 437,000	$ 437,000	$ -	$ 437,000	$ -
115	Airport Business Development	62574	$ 198,081	$ 199,982	$ 1,901	$ 220,913	$ 22,832
116	ACU Griggs Center	62575	$ 27,500	$ 27,500	$ -	$ 24,500	$ (3,000)
117	**TOTAL 2775-Annual Contracts**		$ 1,687,106	**$ 1,689,007**	**$ 1,901**	**$ 1,440,413**	**$ (246,693)**
118							
119							
120	**SUMMARY**		**APPROVED**	**PROPOSED**	**PROPOSED TO**	**PROPOSED**	**FY21 VARIANCE TO**
121	**Revenues**		**FY2020**	**REVISED FY20**	**APPROVED FY20**	**FY2021**	**APPROVED FY20**
122	Sales Tax	40201+40202	$ 11,913,770	$ 10,722,393	$ (1,191,377)	$ 11,913,770	$ -
123	Principal on Loans	BS 17307	$ 160,000	$ 160,000	$ 0	$ 226,000	$ 66,000
124	Interest on Loans	46003	$ -	$ 81,303	$ 81,303	$ -	$ -
125	Investment Pool	46004	$ 532,000	$ 532,000	$ -	$ 500,000	$ (32,000)
126	Land Lease	47201	$ 20,240	$ 14,023	$ (6,217)	$ 6,080	$ (14,160)
127	Building Space Rent	47203	$ 1,213,574	$ 1,125,634	$ (87,940)	$ 968,265	$ (245,308)
128	Misc. Revenue	47244	$ -	$ 4,627	$ 4,627	$ -	$ -
129	Sale of Equipment	48203	$ -	$ 10	$ 10	$ -	$ -
130	**TOTAL REVENUES**		$ 13,839,584	**$ 12,639,990**	**$ (1,199,594)**	**$ 13,614,115**	**$ (225,468)**
131							
132	**Expenses**						
133	Business Services/Administration	2760	$ 1,171,132	$ 1,621,748	$ 450,616	$ 3,055,650	$ 1,884,518
134	DCOA Property Maintenance	2775	$ 983,640	$ 1,747,241	$ 763,601	$ 1,456,640	$ 473,000
135	Abilene Industrial Foundation	62571	$ 771,525	$ 771,525	$ -	$ 505,000	$ (266,525)
136	Small Business Development Center	62572	$ 253,000	$ 253,000	$ -	$ 253,000	$ -
137	Chamber Military Affairs	62573	$ 437,000	$ 437,000	$ -	$ 437,000	$ -
138	Airport Business Development	62574	$ 198,081	$ 199,982	$ 1,901	$ 220,913	$ 22,832
139	ACU Griggs Center	62575	$ 27,500	$ 27,500	$ -	$ 24,500	$ (3,000)
140	**TOTAL EXPENSES**		$ 3,841,878	**$ 5,057,996**	**$ 1,216,118**	**$ 5,952,703**	**$ 2,110,825**
141							
142	**NET INCOME (LOSS) Operating Budget**		**$ 9,997,706**	**$ 7,581,994**	**$ (2,415,712)**	**$ 7,661,412**	**Surplus (Deficit) Amount**
143							
144							
145	**Active Projects (2776):**						
146	***This account is "multi-year budget"***						

	A	B	C	D	E	F	G
147	***Proposed budgets do not 100% effect net income (loss) for the approved year.***						
148	Murf Systems/Holland Training and Development	T4998	$ -	$ 7,861	$ 7,861	$ -	$ -
149	EASI De-Fuel Truck	T5354	$ 23,400	$ 23,400	$ -	$ 9,750	$ (13,650)
150	AISD/Cisco/TSTC Workforce Training	T5389	$ 50,000	$ 50,000	$ -	$ 50,000	$ -
151	TSTC New Abilene Campus	T5401	$ 400,000	$ 400,000	$ -	$ 400,000	$ -
152	BE in Abilene Grant Program/Award	T5407	$ 250,000	$ 250,000	$ -	$ 250,000	$ -
153	5Pts Zoltek Repairs/Clean-Up	T5410.1	$ -	$ (128)	$ (128)	$ -	$ -
154	5Pts Zoltek Re-Roof Design and Construction	T5410.2	$ 3,159,685	$ 3,159,685	$ -	$ -	$ (3,159,685)
155	City Street Maintenance Fund	T5416	$ 2,000,000	$ 2,000,000	$ -	$ 2,000,000	$ -
156	*NEXT* University Workforce Coach/AEF	T5418	$ 43,285	$ 43,285	$ -	$ 21,643	$ (21,643)
157	EASI Hangars & records/parts roof repairs	T5425	$ 476,786	$ 476,786	$ -	$ -	$ (476,786)
158	FDLIC	T5426	$ 1,035,000	$ 1,035,000	$ -	$ -	$ (1,035,000)
159	Chamber 2020 Census	T5427	$ 75,000	$ 75,000	$ -	$ -	$ (75,000)
160	Staff Retention Bonuses	T5430	$ 12,500	$ 15,695	$ 3,195	$ -	$ (12,500)
161	Economic Development Consultant	T5431	$ -	$ 17,760	$ 17,760	$ -	$ -
162	174 Cypress St. Office Bldg. and Garage Property	T5432	$ 1,025,000	$ 1,100,000	$ 75,000	$ -	$ (1,025,000)
163	JLUS Implementation grant match		$ 55,000	$ 55,000	$ -	$ -	$ (55,000)
164	Hangar 2 Expansion A/E & Construction		$ 800,000	$ 1,100,000	$ 300,000	$ -	$ (800,000)
165	Land Purchases - East & West Abilene		$ 3,050,000	$ -	$ (3,050,000)	$ 900,000	$ (2,150,000)
166	Dyess AFB DEAAG/Matching Grant		$ -	$ 536,337	$ 536,337	$ -	$ -
167	Chike		$ 387,000	$ 387,000	$ -	$ -	$ (387,000)
168	Hartmann's		$ 900,000	$ 900,000	$ -	$ -	$ (900,000)
169	Fulwiler Rd. Upgrade and Extension			$ 1,275,000	$ 1,275,000	$ -	$ -
170	Marigold St. Upgrade and Extension			$ 1,325,000	$ 1,325,000	$ -	$ -
171	Potential Projects/Incentives		$ -	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000
172	**TOTAL 2776**		**$ 13,742,656**	**$ 18,232,681**	**$ 4,490,025**	**$ 7,631,393**	**$ (6,111,264)**

FY20 BUDGET

BUDGET ITEM	HIGHLIGHT OF ADJUSTMENTS Marked on budget	BUDGET VARIANCE
Payroll	• Addition of 2 new employees + 2 transferring from AIF • 2 transfers from AIF are also reflected in the reduction of funds to AIF • Partial year, June-Sept. • All salaries and benefits related • Includes: (1) Employee development/trainings (including travel), (2) Computers and necessary supplies & equipment	$153,333
Building Maintenance	• Costs related to maintaining building	$14,000
ABI/Airport Marketing Staff	• Staff payroll increase	$1,901

City Council
Agenda Memo

City Council Meeting Date: 7/9/2020

TO: **Honorable Mayor Williams and members of City Council**

FROM: **Misty Mayo**

SUBJECT: **12. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approval of the Development Corporation of Abilene, Inc.'s Budget for FY 20-21** ***(Misty Mayo)***

GENERAL INFORMATION

Approval of DCOA Budget for FY 20-21

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. City Resolution - FY21 Budget
2. AT_AL DCOA City Council Budget FY20-21_7.01.20

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA") FISCAL YEAR 2020-2021 BUDGET.

WHEREAS, on June 17, 2020, the DCOA approved a Fiscal Year 2020-2021 Budget (the "**FY20-21 Budget**"), a copy of which is set forth on **Exhibit A**, attached hereto and fully incorporated herein; and

WHEREAS, the DCOA requests that the City of Abilene approve the FY20-21 Budget.

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

PART 1. The City of Abilene hereby approves the FY20-21 Budget.

PART 2. The City of Abilene's approval of the FY20-21 Budget as set forth in this Resolution is the City of Abilene's approval of the DCOA's expenditures set forth in the FY20-21 Budget as required by the Texas Local Government Code and the DCOA's Bylaws.

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

ADOPTED this ____ day of July, 2020.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Anthony Williams, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Exhibit A

	A	B	C	D	E	F	G
1	**DEVELOPMENT CORPORATION OF ABILENE, INC.**						
2	**BUSINESS SERVICES, PROPERTY MAINTENANCE & PROJECTS**						
3	**Accounting Unit 760275**						
4	**FY20 Revised and FY21 Budget**						
5	**As Approved by DCOA Board on 6/17/2020**				VARIANCE		
6		Account	APPROVED	PROPOSED	PROPOSED TO	PROPOSED	FY21 VARIANCE TO
7			FY2020	REVISED FY20	APPROVED FY20	FY2021	APPROVED FY20
8							
9	REVENUES						
10	Business Services						
11	Sales Tax Revenue	40201+40202	$ 11,913,770	$ 10,722,393	$ (1,191,377)	$ 11,913,770	$ -
12	Principal on Loans (BBP Bird)	BS 17307	$ 160,000	$ 160,000	$ 0	$ 226,000	$ 66,000
13	Interest on Loans (Receptor Logic)	46003	$ -	$ 81,303	$ 81,303	$ -	$ -
14	Investment Pool	46004	$ 532,000	$ 532,000	$ -	$ 500,000	$ (32,000)
15	Land Leases (Lenz, Peacock, Lamar, AbiMar)	47201			$ -		$ -
16	AbiMar (Vine St. Parking Lot)		$ 11,385	$ 7,590	$ (3,795)	$ -	$ (11,385)
17	Lamar Advertising (Industrial Blvd)		$ 1,000	$ 333	$ (667)	$ -	$ (1,000)
18	David Lenz (Access BP)		$ 285	$ 285	$ -	$ 285	$ -
19	Lamar Advertising x 2 (Fulwiler Land/5 Pts)		$ 4,040	$ 2,040	$ (2,000)	$ 2,020	$ (2,020)
20	Lamar Advertising (Hwy 36 land)		$ 1,000	$ 1,010	$ 10	$ 1,010	$ 10
21	W. T. Miller (5 Pts)		$ 2,530	$ 2,530	$ -	$ 2,530	$ -
22	W. T. Miller (Maple)			$ 235	$ 235	$ 235	$ 235
23	Building/Space Rental	47203			$ -		$ -
24	EASI				$ -		$ -
25	Hangar 0		$ 27,206	$ 27,563	$ 356	$ 28,275	$ 1,069
26	Hangar 2		$ 25,996	$ 28,751	$ 2,755	$ 34,261	$ 8,265
27	Hangar 3		$ 15,162	$ 16,713	$ 1,551	$ 19,816	$ 4,654
28	Hangar 4		$ 25,765	$ 24,628	$ (1,137)	$ 22,353	$ (3,412)
29	Parts / Records		$ 38,883	$ 39,870	$ 987	$ 41,844	$ 2,961
30	AbiMar Foods (Vine St. Warehouses)		$ 328,752	$ 207,919	$ (120,833)	$ -	$ (328,752)
31	Ryder (4125 Vine St. truck bays)		$ 31,104	$ 18,144	$ (12,960)	$ -	$ (31,104)
32	Plant Lady (922 N 13th)		$ 7,680	$ 7,680	$ -	$ 1,280	$ (6,400)
33	Pactiv (Spec 2)		$ 713,012	$ 713,012	$ -	$ 721,746	$ 8,734
34	Health Services Corp (BCBSTX)		$ 5	$ 5	$ -	$ 5	$ -
35	Zoltek (Annual)		$ 10	$ 10	$ -	$ 10	$ -
36	174 Cypress 1F		$ -	$ 28,830	$ 28,830	$ 27,000	$ 27,000
37	174 Cypress 2F		$ -	$ 11,250	$ 11,250	$ 66,816	$ 66,816
38	174 Parking Space		$ -	$ 1,260	$ 1,260	$ 4,860	$ 4,860
39	Misc. Revenue	47244	$ -	$ 4,627	$ 4,627	$ -	$ -
40	Sale of Equipment	48203	$ -	$ 10	$ 10	$ -	$ -
41	TOTAL REVENUES (TR)		$ 13,839,584	$ 12,639,990	$ (1,199,594)	$ 13,614,115	$ (225,468)
42							
43	EXPENDITURES						
44	Ongoing Operations						
45	Business Services (2760)						
46	Salaries	51000	$ 462,487	$ 583,660	$ 121,173	$ 910,000	$ 447,513
47	Termination Pay	51900	$ -	$ 38,956	$ 38,956	$ -	$ -
48	Non-Cash Payroll Items	51950	$ 500	$ 1,500	$ 1,000	$ 1,500	$ 1,000
49	Stability Pay	52100	$ 2,370	$ 2,400	$ 30	$ 2,400	$ 30
50	Cell Phone Allowance	53100	$ 1,200	$ 610	$ (590)	$ 3,600	$ 2,400
51	Moving Expense	53200	$ 15,250	$ 23,250	$ 8,000	$ 30,000	$ 14,750
52	Other Reimbursable	53250		$ 2,422	$ 2,422	$ -	$ -
53	TMRS Retirement	55000	$ 54,777	$ 72,030	$ 17,253	$ 102,460	$ 47,683
54	Social Security/Medicare	55200	$ 37,183	$ 48,340	$ 11,157	$ 69,370	$ 32,187
55	Group Insurance	55300	$ 29,010	$ 36,750	$ 7,740	$ 58,020	$ 29,010

	A	B	C	D	E	F	G
56	Worker's Compensation	55400	$ 6,070	$ 6,070	$ -	$ -	$ (6,070)
57	Office Supplies	60000	$ 2,000	$ 2,000	$ -	$ 2,500	$ 500
58	Non Capital Expenses	60100	$ 1,000	$ 1,000	$ -	$ -	$ (1,000)
59	Uniforms	60130	$ 600	$ 3,000	$ 2,400	$ 3,000	$ 2,400
60	Postage	60150	$ 250	$ 500	$ 250	$ 1,000	$ 750
61	Fuel-Gas	60160	$ -	$ 1,500	$ 1,500	$ 3,000	$ 3,000
62	Hardware Expenses (New Computers)	60200	$ -	$ 4,000	$ 4,000	$ 16,000	$ 16,000
63	Software Expenses	60210	$ 1,500	$ 22,300	$ 20,800	$ 22,200	$ 20,700
64	Equipment and Vehicle Maintenance	61000	$ -	$ 1,200	$ 1,200	$ 3,000	$ 3,000
65	Building Maintenance	61010	$ 500	$ 20,000	$ 19,500	$ 85,000	$ 84,500
66	Land and Betterments Maintenance	61025		$ 2,500	$ 2,500	$ 2,500	$ 2,500
67	Electric Service	62005		$ 15,600	$ 15,600	$ 31,200	$ 31,200
68	Gas Service	62010	$ -	$ 2,400	$ 2,400	$ 4,800	$ 4,800
69	Water Service	62015	$ -	$ 6,000	$ 6,000	$ 12,000	$ 12,000
70	Outsourced Machinery & Equipment Maintenance	61015	$ 150	$ 150	$ -	$ 500	$ 350
71	Phone	62020	$ 3,120	$ 5,120	$ 2,000	$ 12,000	$ 8,880
72	Professional Services	62045	$ 230,000	$ 240,000	$ 10,000	$ 300,000	$ 70,000
73	Printing	62065	$ 1,850	$ 2,850	$ 1,000	$ 5,000	$ 3,150
74	Tech Service	62080	$ 4,355	$ 89,680	$ 85,325	$ 7,800	$ 3,445
75	Rental of Bldgs./Space	62110	$ 20,000	$ 17,500	$ (2,500)	$ 1,800	$ (18,200)
76	Liability Insurance Premium	62280	$ 95,000	$ 110,000	$ 15,000	$ 120,000	$ 25,000
77	Other Insurance	62295	$ -	$ -	$ -	$ 10,000	$ 10,000
78	Employee Development and Travel	62410	$ 20,000	$ 25,000	$ 5,000	$ 80,000	$ 60,000
79	Expense Allowance/Mileage (In Abilene Business Activities)	62430	$ 40,000	$ 68,500	$ 28,500	$ 100,000	$ 60,000
80	Dues and Subscriptions	62500	$ 18,000	$ 18,000	$ -	$ 20,000	$ 2,000
81	Advertising and Promotions, Marketing Travel	62545	$ 75,000	$ 90,000	$ 15,000	$ 1,000,000	$ 925,000
82	Indirect Cost Allocation for City of Abilene	62930	$ 48,960	$ 48,960	$ -	$ 30,000	$ (18,960)
83	Office Furniture and Equipment	64320	$ -	$ 8,000	$ 8,000	$ 5,000	$ 5,000
84	TOTAL 2760		$ 1,171,132	$ 1,621,748	$ 450,616	$ 3,055,650	$ 1,884,518
85							
86	DCOA Property Maintenance (2775)						
87							
88	Non-Capital Equipment (under $5k)	60100	$ 8,000	$ 8,000	$ -	$ 5,000	$ (3,000)
89	Fuel-Gas	60160	$ -	$ 839	$ 839	$ -	$ -
90	Equipment and Vehicle Maintenance	61000	$ -	$ 291	$ 291	$ -	$ -
91	Building Maintenance	61010	$ 400,000	$ 1,125,000	$ 725,000	$ 674,000	$ 274,000
92	*Fulwiler Bldgs. A&B Fire Pump Houses			$ 240,000	$ 240,000	$ -	$ -
93	*Fulwiler Bldg. C/D Fire Pump House			$ 225,000	$ 225,000	$ -	$ -
94	*Bldg. C/D clean out			$ 125,000	$ 125,000	$ -	$ -
95	*Parts and Records			$ 60,000	$ 60,000	$ -	$ -
96	*Hangar 1 Renovation			$ -	$ -	$ 89,000	$ 89,000
97	*Hangar 2 Exterior Renovation (Old Section)			$ -	$ -	$ 85,000	$ 85,000
98	*Hangar 3 Renovation			$ 75,000	$ 75,000	$ -	$ -
99	Land and Betterments Maintenance	61025	$ 300,000	$ 300,000	$ -	$ 300,000	$ -
100	Electric Service	62005	$ 30,000	$ 30,000	$ -	$ 25,000	$ (5,000)
101	Gas Service	62010	$ 2,500	$ 3,700	$ 1,200	$ 2,000	$ (500)
102	Water Service	62015	$ 14,000	$ 14,000	$ -	$ 10,000	$ (4,000)
103	Phone Service	62020	$ 3,500	$ 5,000	$ 1,500	$ 3,000	$ (500)
104	Professional Services	62045	$ 10,000	$ 45,000	$ 35,000	$ 25,000	$ 15,000
105	Other Insurance	62295	$ -	$ 2,771	$ 2,771		$ -
106	Property Taxes	62520	$ 7,500	$ 7,500	$ -	$ 7,500	$ -
107	Equipment Use Charges	62940	$ 3,000	$ -	$ (3,000)		$ (3,000)
108	Property Insurance Charge	62980	$ 206,140	$ 206,140	$ -	$ 406,140	$ 200,000
109	TOTAL 2775 - DCOA Property Maintenance		$ 983,640	$ 1,747,241	$ 763,601	$ 1,456,640	$ 473,000
110							
111	Annual Contracts (2775)						

	A	B	C	D	E	F	G
112	Abilene Industrial Foundation	62571	$ 771,525	$ 771,525	$ -	$ 505,000	$ (266,525)
113	Small Business Development Center	62572	$ 253,000	$ 253,000	$ -	$ 253,000	$ -
114	Chamber Military Affairs Committee	62573	$ 437,000	$ 437,000	$ -	$ 437,000	$ -
115	Airport Business Development	62574	$ 198,081	$ 199,982	$ 1,901	$ 220,913	$ 22,832
116	ACU Griggs Center	62575	$ 27,500	$ 27,500	$ -	$ 24,500	$ (3,000)
117	TOTAL 2775-Annual Contracts		$ 1,687,106	$ 1,689,007	$ 1,901	$ 1,440,413	$ (246,693)
118							
119							
120	SUMMARY		APPROVED	PROPOSED	PROPOSED TO	PROPOSED	FY21 VARIANCE TO
121	Revenues		FY2020	REVISED FY20	APPROVED FY20	FY2021	APPROVED FY20
122	Sales Tax	40201+40202	$ 11,913,770	$ 10,722,393	$ (1,191,377)	$ 11,913,770	$ -
123	Principal on Loans	BS 17307	$ 160,000	$ 160,000	$ 0	$ 226,000	$ 66,000
124	Interest on Loans	46003	$ -	$ 81,303	$ 81,303	$ -	$ -
125	Investment Pool	46004	$ 532,000	$ 532,000	$ -	$ 500,000	$ (32,000)
126	Land Lease	47201	$ 20,240	$ 14,023	$ (6,217)	$ 6,080	$ (14,160)
127	Building Space Rent	47203	$ 1,213,574	$ 1,125,634	$ (87,940)	$ 968,265	$ (245,308)
128	Misc. Revenue	47244	$ -	$ 4,627	$ 4,627	$ -	$ -
129	Sale of Equipment	48203	$ -	$ 10	$ 10	$ -	$ -
130	TOTAL REVENUES		$ 13,839,584	$ 12,639,990	$ (1,199,594)	$ 13,614,115	$ (225,468)
131							
132	Expenses						
133	Business Services/Administration	2760	$ 1,171,132	$ 1,621,748	$ 450,616	$ 3,055,650	$ 1,884,518
134	DCOA Property Maintenance	2775	$ 983,640	$ 1,747,241	$ 763,601	$ 1,456,640	$ 473,000
135	Abilene Industrial Foundation	62571	$ 771,525	$ 771,525	$ -	$ 505,000	$ (266,525)
136	Small Business Development Center	62572	$ 253,000	$ 253,000	$ -	$ 253,000	$ -
137	Chamber Military Affairs	62573	$ 437,000	$ 437,000	$ -	$ 437,000	$ -
138	Airport Business Development	62574	$ 198,081	$ 199,982	$ 1,901	$ 220,913	$ 22,832
139	ACU Griggs Center	62575	$ 27,500	$ 27,500	$ -	$ 24,500	$ (3,000)
140	TOTAL EXPENSES		$ 3,841,878	$ 5,057,996	$ 1,216,118	$ 5,952,703	$ 2,110,825
141							
142	NET INCOME (LOSS) Operating Budget		$ 9,997,706	$ 7,581,994	$ (2,415,712)	$ 7,661,412	Surplus (Deficit) Amount
143							
144							
145	Active Projects (2776):						
146	*This account is "multi-year budget"*						
147	*Proposed budgets do not 100% effect net income (loss) for the approved year.*						
148	Murf Systems/Holland Training and Development	T4998	$ -	$ 7,861	$ 7,861	$ -	$ -
149	EASI De-Fuel Truck	T5354	$ 23,400	$ 23,400	$ -	$ 9,750	$ (13,650)
150	AISD/Cisco/TSTC Workforce Training	T5389	$ 50,000	$ 50,000	$ -	$ 50,000	$ -
151	TSTC New Abilene Campus	T5401	$ 400,000	$ 400,000	$ -	$ 400,000	$ -
152	BE in Abilene Grant Program/Award	T5407	$ 250,000	$ 250,000	$ -	$ 250,000	$ -
153	5 Pts Zoltek Repairs/Clean-Up	T5410.1	$ -	$ (128)	$ (128)	$ -	$ -
154	5 Pts Zoltek Re-Roof Design and Construction	T5410.2	$ 3,159,685	$ 3,159,685	$ -	$ -	$ (3,159,685)
155	City Street Maintenance Fund	T5416	$ 2,000,000	$ 2,000,000	$ -	$ 2,000,000	$ -
156	*NEXT* University Workforce Coach/AEF	T5418	$ 43,285	$ 43,285	$ -	$ 21,643	$ (21,643)
157	EASI Hangars & records/parts roof repairs	T5425	$ 476,786	$ 476,786	$ -	$ -	$ (476,786)
158	FDLIC	T5426	$ 1,035,000	$ 1,035,000	$ -	$ -	$ (1,035,000)
159	Chamber 2020 Census	T5427	$ 75,000	$ 75,000	$ -	$ -	$ (75,000)
160	Staff Retention Bonuses	T5430	$ 12,500	$ 15,695	$ 3,195	$ -	$ (12,500)
161	Economic Development Consultant	T5431	$ -	$ 17,760	$ 17,760	$ -	$ -
162	174 Cypress St. Office Bldg. and Garage Property	T5432	$ 1,025,000	$ 1,100,000	$ 75,000	$ -	$ (1,025,000)
163	JLUS Implementation grant match		$ 55,000	$ 55,000	$ -	$ -	$ (55,000)
164	Hangar 2 Expansion A/E & Construction		$ 800,000	$ 1,100,000	$ 300,000	$ -	$ (800,000)
165	Land Purchases - East & West Abilene		$ 3,050,000	$ -	$ (3,050,000)	$ 900,000	$ (2,150,000)
166	Dyess AFB DEAAG/Matching Grant		$ -	$ 536,337	$ 536,337	$ -	$ -
167	Chike		$ 387,000	$ 387,000	$ -	$ -	$ (387,000)

	A	B	C	D	E	F	G
168	Hartmann's		$ 900,000	$ 900,000	$ -	$ -	$ (900,000)
169	Fulwiler Rd. Upgrade and Extension			$ 1,275,000	$ 1,275,000	$ -	$ -
170	Marigold St. Upgrade and Extension			$ 1,325,000	$ 1,325,000	$ -	$ -
171	Potential Projects/Incentives		$ -	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000
172	TOTAL 2776		$ 13,742,656	$ 18,232,681	$ 4,490,025	$ 7,631,393	$ (6,111,264)

FY20-21 BUDGET

SUMMARY OF SIGNIFICANT ADJUSTMENTS

BUDGET ITEM		BUDGET
Marketing (Line 81)	• Funds allocated from $266,525 reduction in AIF payment • Includes: New software, technology upgrades for new & existing software, and sponsorships. NEW: Working with marketing firm to assist with national campaign to position Abilene as location of choice	$925,000
Payroll (Lines 46-56, 62 & 78)	• Addition of 3 new employees + 2 transferring from AIF • 2 transfers from AIF are also reflected in the reduction of funds to AIF • All salaries and benefits related • Includes: (1) Employee development/trainings (including travel), (2) Computers and necessary supplies & equipment	$644,000
DCOA Building Projects (Line 109)	• 2 major building projects • Property Insurance	$473,000

City Council
Agenda Memo

City Council Meeting Date: 7/9/2020

TO: **Robert Hanna, City Manager**

FROM: **Mike Warrix, Director**

SUBJECT: **13. Ordinance (Final 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 (Final 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

ORDINANCE NO. _____

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.

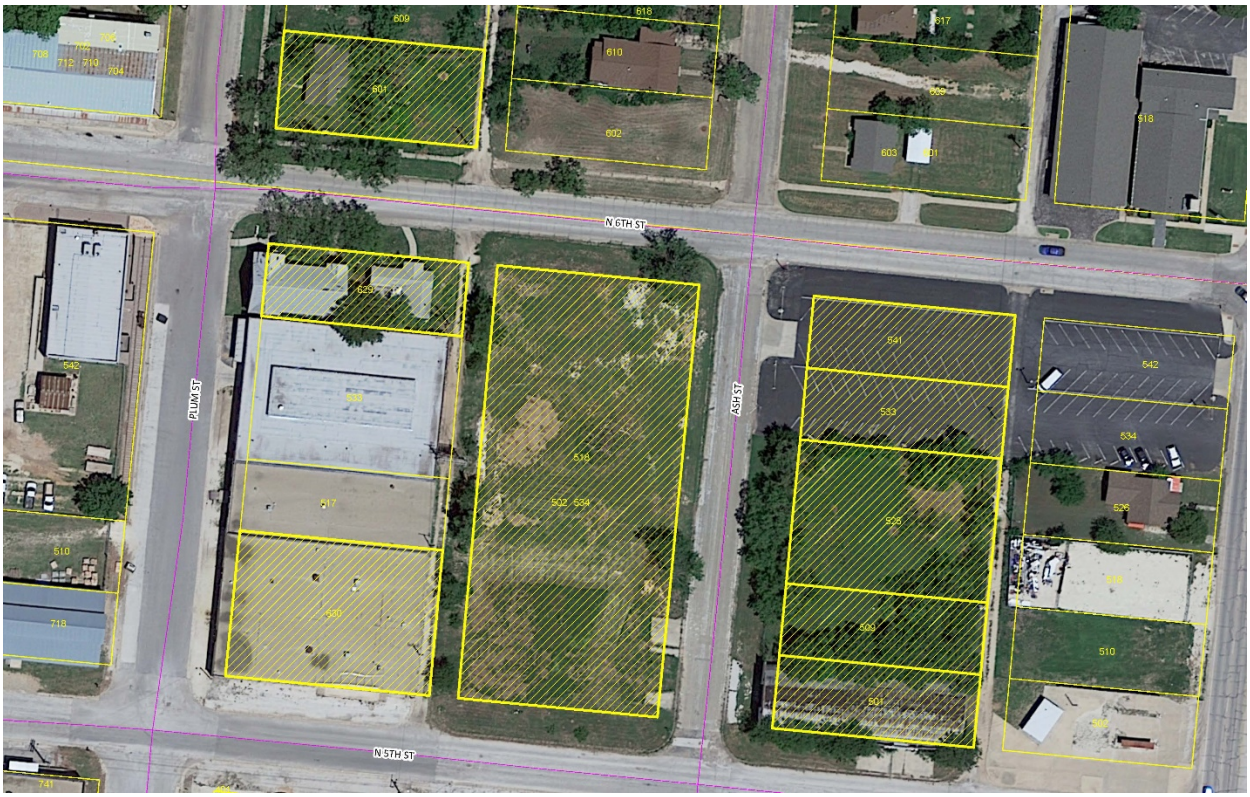
PART 3: Building Specifications. All structures in the herein said Planned Development shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

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

N 6TH ST
N 5TH ST
PLUM ST
ASH ST
N TREADAWAY BL

Development Application

CITY OF ABILENE

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@jeffluthercontruction.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.: Z-2020-08 **Reviewed By:** [illegible]

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 tennant, 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: Timothy D Yandell DATE: May 13, 2020

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,

Eddie Jordan

Reverend Eddie Jordan, B.S., M.Th.
Pastor, New Light Missionary Baptist Church

REZONE

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

Location Map

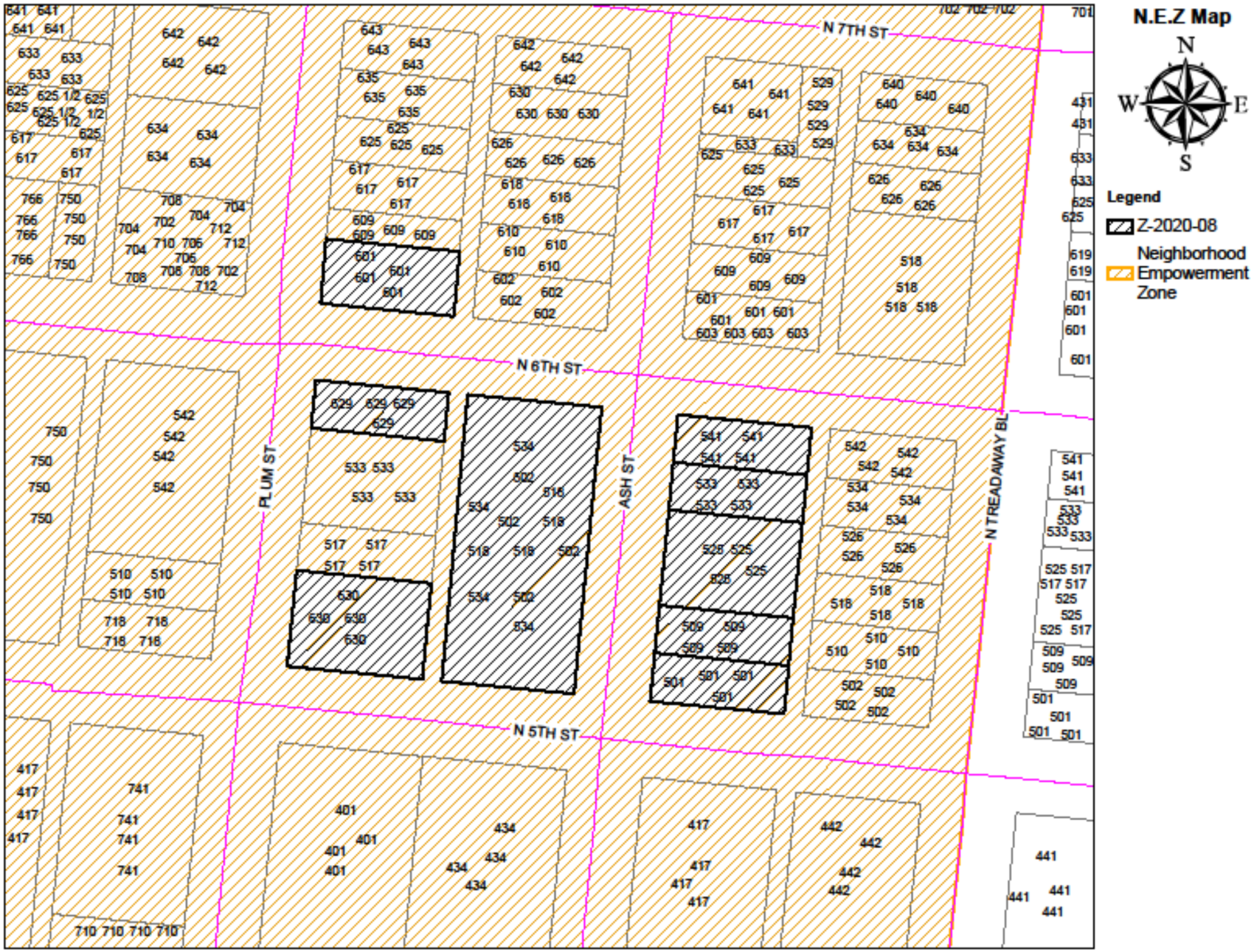
N
W E
S

Legend

Z-2020-08

Z-2020-08 ZONING MAP

Z-2020-08 NEZ MAP



Permitted Uses in CB Zoning

RESIDENTAL 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 VIEWS OF SUBJECT PROPERTIES

Z-2020-08 VIEWS OF SUBJECT PROPERTIES

Z-2020-08 NOTIFICATION AREA MAP

FINDINGS AND RECOMMENDATIONS

- 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: 7/9/2020

TO: **Robert Hanna, City Manager**

FROM: **Greg McCaffery**

SUBJECT: **14. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Extended Term Street Use License-TTY Holdings, LLC *(Greg McCaffery)***

GENERAL INFORMATION

TTY Holdings, LLC, has submitted an application for an Extended Term Street Use License to use a portion of City right-of-way in front of the building addressed as 630 N. 5th Street (location depicted on attached map). The applicant wishes to construct and maintain a permanent loading platform and an ADA service ramp.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff has reviewed this request and recommends that the City Council authorize the City Manager to execute the attached Extended Term Street Use License with TTY Holdings, LLC

for use of a portion of the City's right-of-way in front of the building addressed as 630 N. 5th Street.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution (2b) (3)
2. ApplicantSignedSUL
3. Presentation2020 (4)

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENDED TERM STREET USE LICENSE WITH TTY HOLDINGS, LLC

WHEREAS, the applicant has submitted an Extended Term Street Use License application for the construction and maintenance of a permanent loading platform and an ADA service ramp in the city right-of-way in front of the building addressed as 630 North 5th Street; and

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

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

PART 1: That the City Manager is hereby authorized to execute the Extended Term Street Use License with TTY Holdings, LLC.

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

ADOPTED this 9th day of July, 2020.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Anthony Williams, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

THE STATE OF TEXAS

STREET USE LICENSE AGREEMENT
EXTENDED TERM

COUNTY OF TAYLOR

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this ___ day of _____, A.D., 2020, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and ____TTY Holdings, LLC_____, hereinafter referred to as "Licensee".

WITNESSETH:

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

45' X 12' of the north right of way line of North 5th Street in front of the building addressed as 630 North 5th

commencing the date of execution unless otherwise specified, and upon the conditions and covenants set forth in this License and in Exhibit A incorporated by reference for all purposes herein.

I. Purpose:

The purpose of this License is to permit Licensee to:

Construct and maintain a 12' X 45' expansion of south side loading platform to historic specifications, facilitate ADA ramp construction.

II. Indemnity:

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

injury or damage to any property or right

injury, damage, or death to any person or entity

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

all other costs and expenses of litigation

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

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

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

B. Indemnity

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

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

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

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

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

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

III. Insurance

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

Type	Amount
Comprehensive General Liability	$250,000 -------Per Person
to include (but not limited to)	$500,000 -------Per Occurrence for
the following:	Bodily Injury, and
a) Premises/Operations Coverage	$l00,000 -------Per Occurrence for
a) Contractual Liability Coverage	Property Damage

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

All insurance policies or certificates shall contain the following provisions:

a. That the City of Abilene, Texas, is named as an additional insured.

b. That such insurance shall not be cancelled or materially changed without a minimum of thirty (30) day's advance notice in writing to the City.

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

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

IV. License Requirements and Restrictions:

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

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

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

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

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

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

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

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

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

V. Termination

1. This License shall automatically terminate 10 years from the date of execution.

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

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

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

CITY OF ABILENE, TEXAS

City Manager

ATTEST:

City Secretary

APPROVED:

City Attorney

NAME OF LICENSEE:

TTY HOLDINGS, LLC

By: Timothy G. Yandell
Signature

Timothy G YANDELL
Printed Name and Title

Business Address: 630 N. 5th
ABILENE, TX 79601

EXHIBIT "A"

STREET USE LICENSE AGREEMENT

WITH TTY HOLDINGS, LLC

CONDITIONS AND COVENANTS

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

1. The Licensee will be required to add a City Standard raised curb and a five (5') foot sidewalk along the proposed structure.

2. The Licensee will be required to obtain a Building Permit from Building Inspections (676-6232) for the structure.

3. The Licensee will need to clear or relocated utilities prior to construction.

4. The Licensee shall ensure all underground utilities are identified and marked prior to any excavation.

5. The Licensee shall contact the city's Engineering Division (676-6281) prior to commencing any work in the right-of-way.

6. The Licensee shall submit a traffic control plan to the Traffic and Transportation Division (676-6281) for approval before beginning any work that will result in blocking traffic lanes.

7. The Licensee shall contact the Traffic Signal Shop (676-6066) or the Traffic Engineering office (676-6281) for location of traffic signal facilities and shall contact the Water Utilities Department (676-6425) for location of water and sewer lines before beginning excavation in the right-of-way.

8. The Licensee shall barricade any excavation in the right-of-way to prevent pedestrian and/or vehicular access while excavation is unattended. Any barricades left in the right-of-way overnight must be lighted.

9. The Licensee shall promptly repair all signs, pavement markings, and other traffic control devices damaged by its work in the right-of-way.

10. If the City determines that the subject right-of-way is needed for purposes that would be adversely impacted by the permitted facility, the Licensee shall remove the permitted facility within sixty (60) days notice of cancellation.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/18/2020

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

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

PRODUCER
Silverthorne Insurance Brokers, LLC
310 N Willis Street, Suite 200
Abilene, TX 79603

CONTACT NAME: Vanessa Trammell
PHONE (A/C, No, Ext): (325) 733-1333 FAX (A/C, No): (325) 733-1322
E-MAIL ADDRESS: clservice@silverthorneins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Covington Specialty Insurance Company	A0666
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TTY Holdings, LLC Tim Yandell
630 N 5th St
Abilene, TX 79601

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY	Y		VBA755911 00	05/10/2020	05/10/2021	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	✓ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

City of Abilene(certificate holder) is named additional insurance with a 30 day notice of cancellation when required by written contract.

CERTIFICATE HOLDER

City of Abilene
555 Walnut
Abilene, TX 79601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF ABILENE

STREET USE LICENSE AGREEMENT
EXTENDED TERM

APPLICATION

RECEIVED
JUN 1 2 2020
BY: .....

Applicant: TTY HOLDINGS, LLC Phone: 325-665-0584

Address: 630 NORTH 5th STREET, ABILENE, TEXAS 79601

Agent: TIMOTHY G. YANDELL Phone: 325-665-0584

Description of Public Right-of-Way to be used: APPROXIMATELY 45 FEET OF THE SOUTH SIDE OF THE 600 BLOCK OF NORTH 5TH STREET AS ILLUSTRATED IN ATTACHMENT A.

Owner of adjacent property: JEFF LUTHER CONSTRUCTION COMPANY

Proposed use of public right-of-way: EXPANSION OF THE SOUTHSIDE LOADING PLATFORM TO 50s and 60s ERA HISTORIC SPECIFICATION WILL FACILITATE ADA RAMP CONSTRUCTION, ~~A COVERED CUSTOMER SERVICE AREA AND FUTURE COMMERCIAL ACTIVITIES.~~ PLATFORM DESIGN WILL BE STEEL-BASED TO PERMIT GROUND AND UTILITY ACCESS IF NEEDED.

Reasons for the request: CURRENT CITY R.O.W. DOES NOT ALLOW ANY EXPANSION OF THE PROPERTY'S LOADING PLATFORM NOR DOES IT FACILITATE ADEQUATE SPACE FOR PROPOSED, REQUIRED ADA RAMP WITH ADJACENT ADA-DESIGNATED PARKING.

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

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

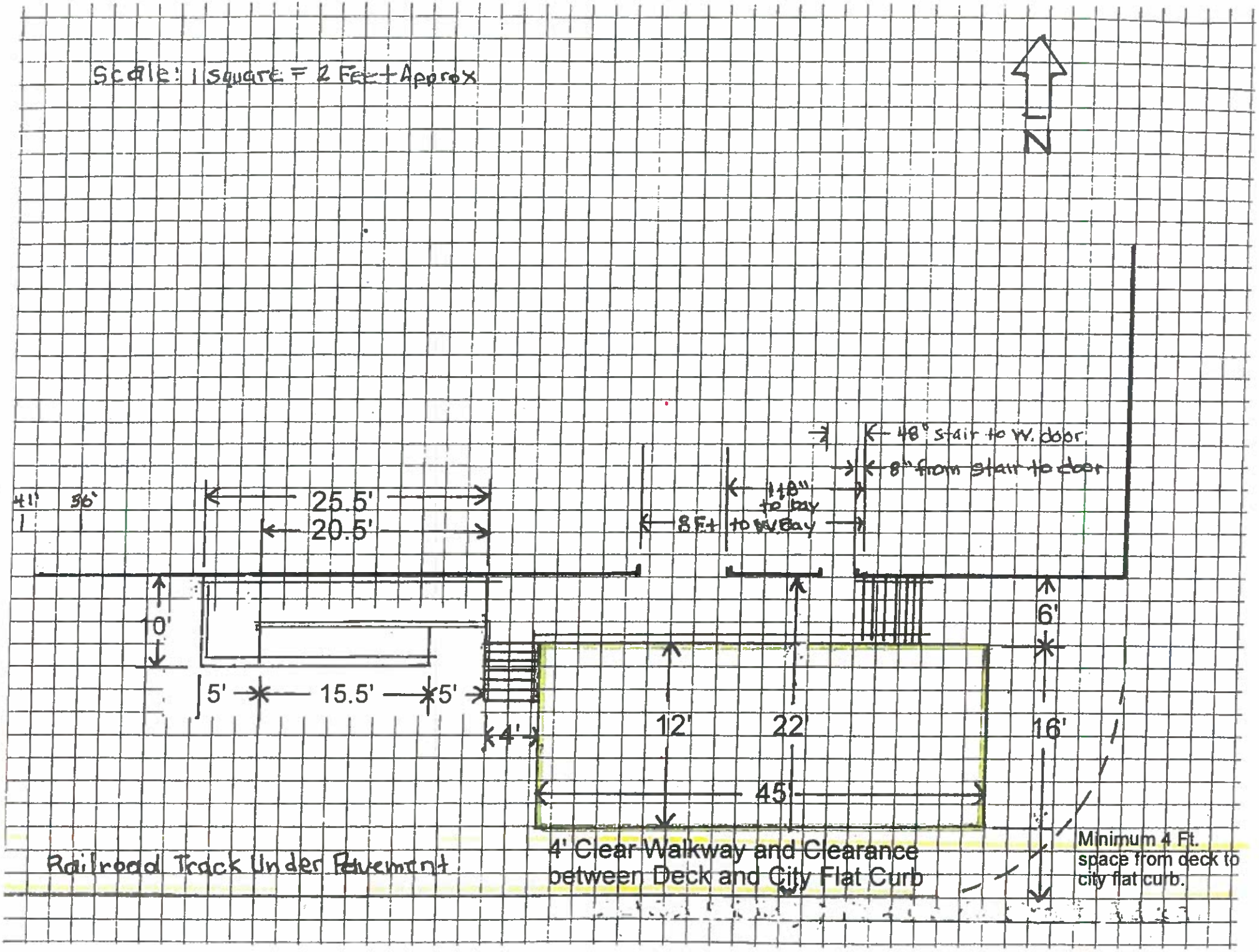
Timothy G. Yandell

Signature of Applicant or Agent

JUNE 12, 2020

Date

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


Scale: 1 square = 2 Feet Approx
N
48" stair to W. door
8" from stair to door
41'
56'
25.5'
20.5'
118" to bay
8 Ft to W. Bay
10'
6'
5'
15.5'
5'
4'
12'
22'
16'
45'
Railroad Track Under Pavement
4' Clear Walkway and Clearance between Deck and City Flat Curb
Minimum 4 Ft. space from deck to city flat curb.

Agenda Item: Extended Term Street Use License

Resolution: Approval of Extended Term Street Use License

(McCaffery)

CITY OF ABILENE TEXAS

Location Map

ArcGIS Web Map

June 16, 2020

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

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

Web AppBuilder for ArcGIS

Agenda Item:
Extended Term Street Use License

- TTY Holdings, LLC has submitted an application for an Extended Term Street Use License to use a portion of City right-of-way along the north right-of-way on North 5th Street for the purpose of building and maintaining a historical loading platform and ADA service ramp.
- The application has been reviewed and found to be complete.
- Staff recommends approval of the Extended Term Street Use License.

Questions?

City Council
Agenda Memo

City Council Meeting Date: 7/9/2020

TO: **Robert Hanna, City Manager**

FROM: **Mike Warrix, Director**

SUBJECT: **15. Ordinance (Final 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 (Final 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:

_____

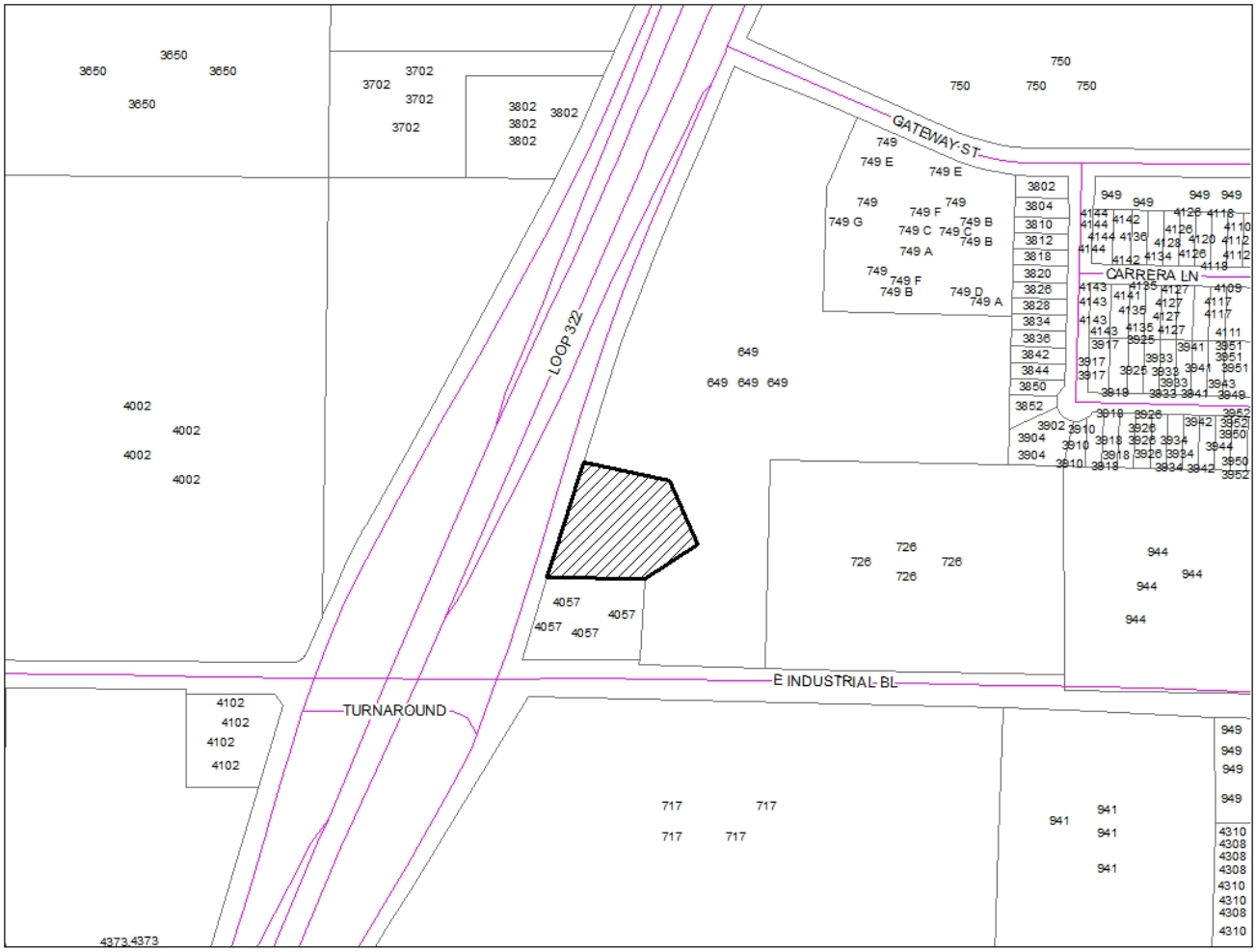
CITY ATTORNEY

ORDINANCE NO. _____

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.



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).

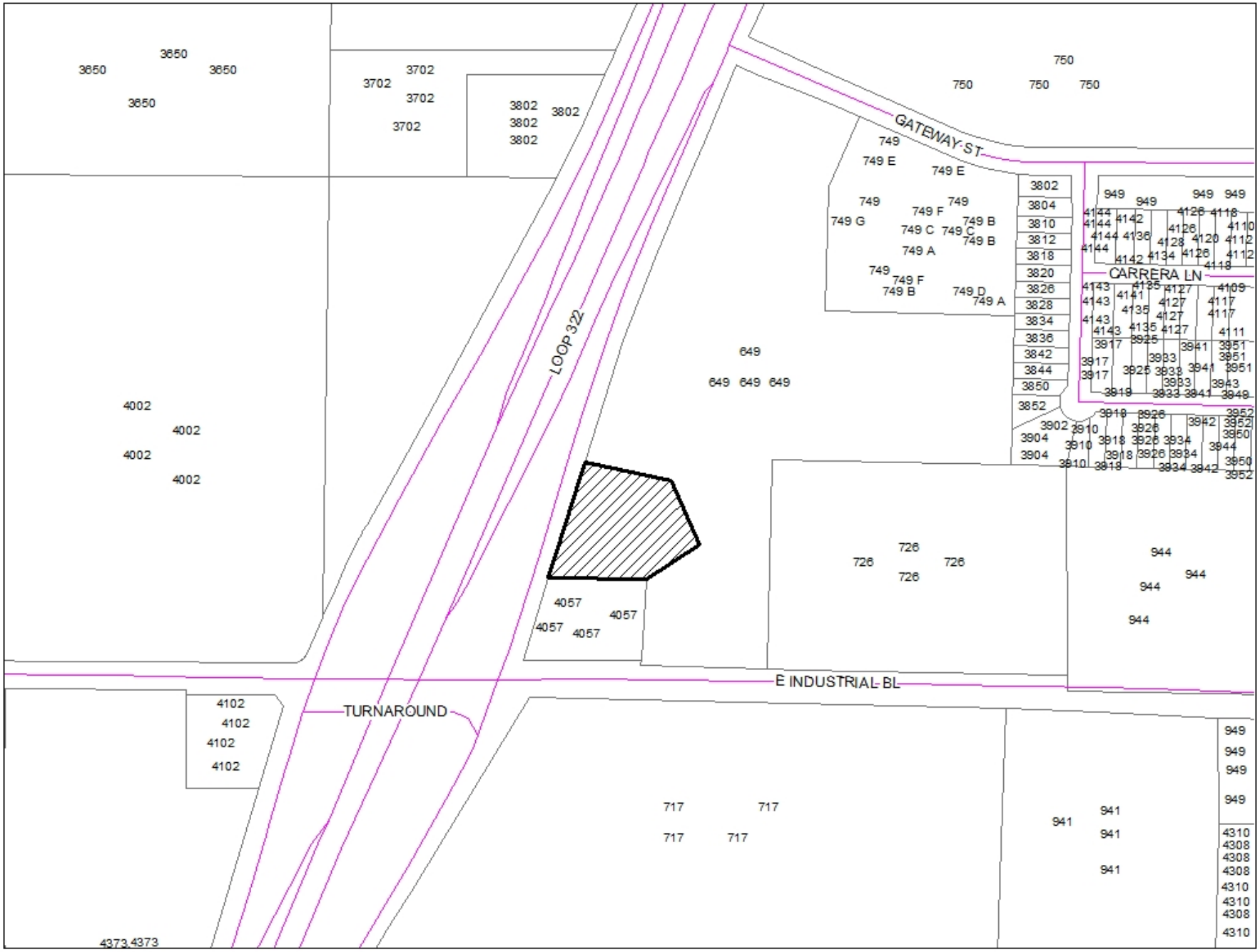
NOTIFICATION:

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


GATEWAY ST
CARRERA LN
LOOP 322
E INDUSTRIAL BL
TURNAROUND

Development Application

CITY OF ABILENE

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: AO 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.

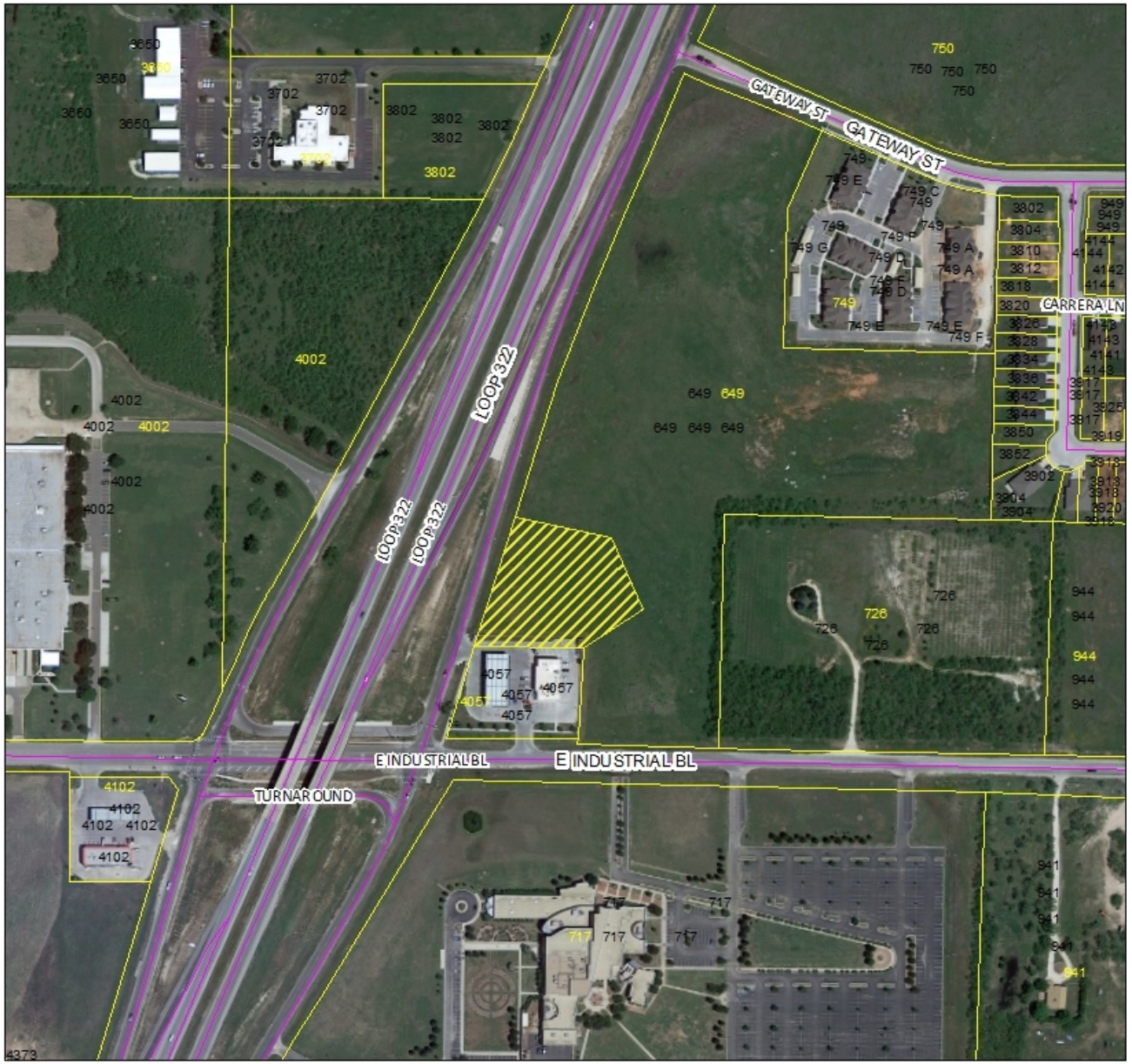
I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of 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: Gary Standley, Diana Standley DATE: 5/13/20

REZONING

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

N
W E
S

Legend

CUP-2020-03

Z-2020-09 ZONING MAP

Permitted Uses in GC Zoning

RESIDENTAL 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

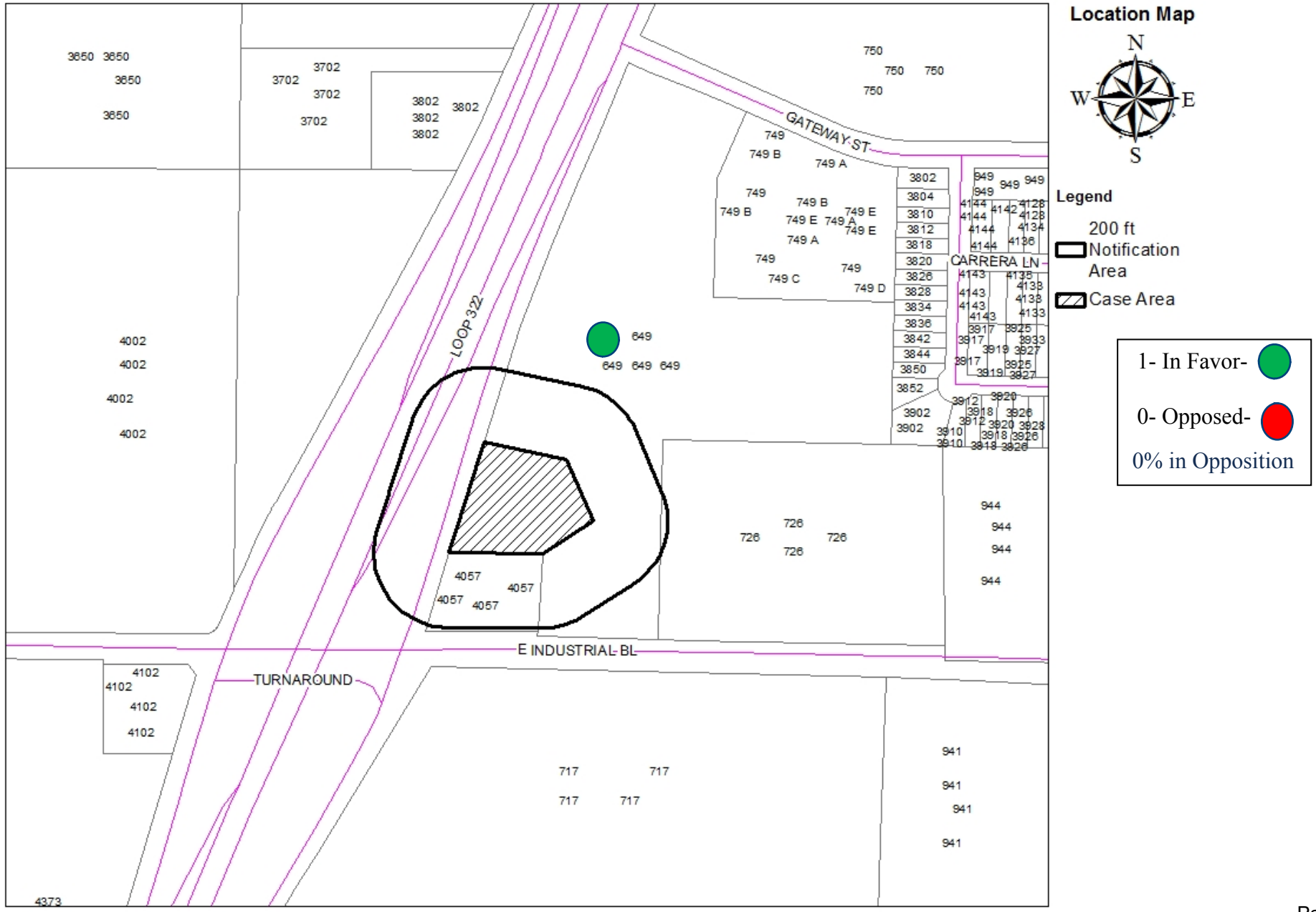
P	**Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)**
C	**Permitted as a Conditional Use Permit, Requiring Approval by City Council**
TP	**Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment**

Z-2020-09 VIEWS OF SUBJECT PROPERTY

FINDINGS AND RECOMMENDATIONS

- 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: 7/9/2020

TO: **Robert Hanna, City Manager**

FROM: **Mike Warrix, Director**

SUBJECT: **16. Ordinance (Final 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 (Final 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-2020-03 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:

_____

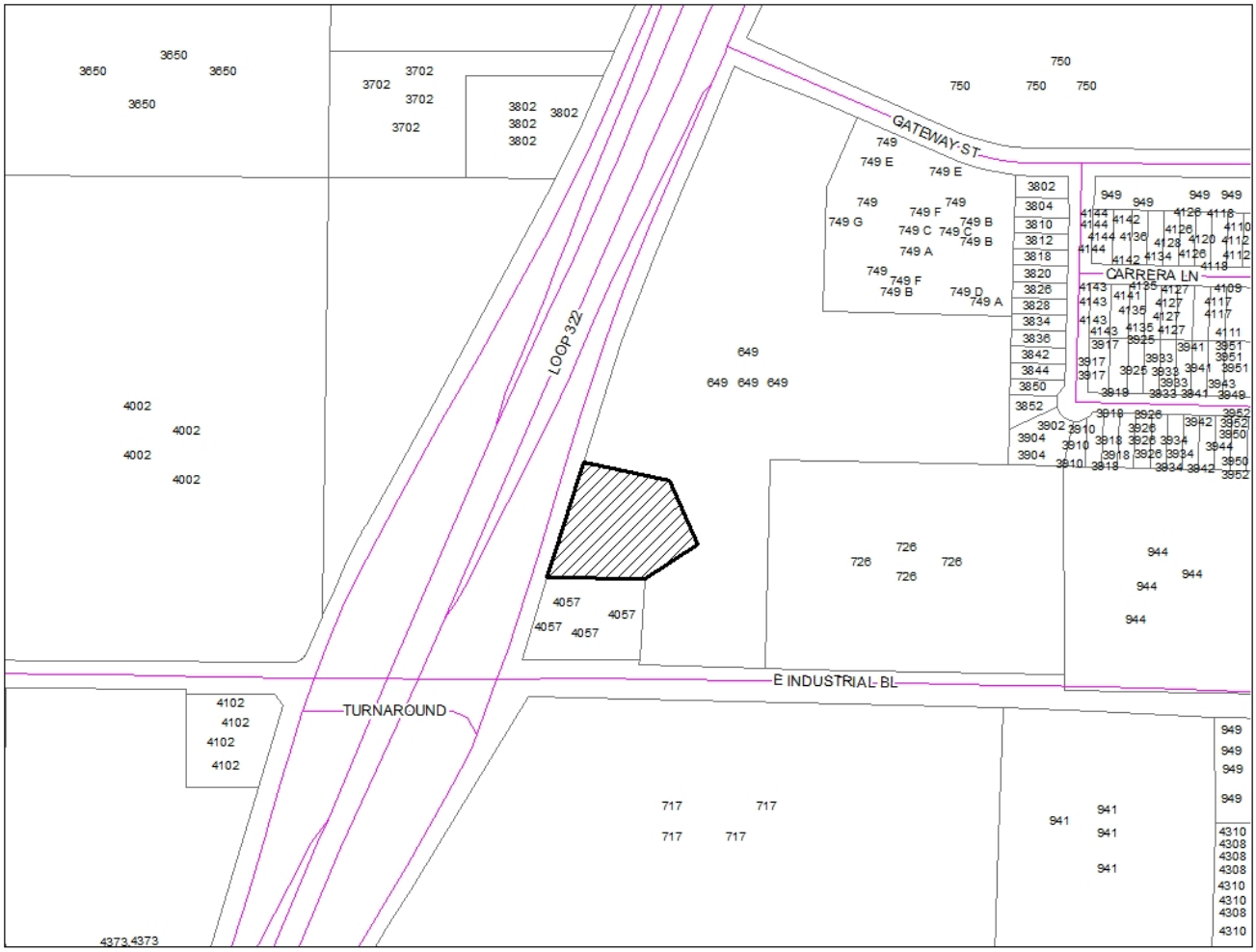
CITY ATTORNEY

ORDINANCE NO. _____

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.



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

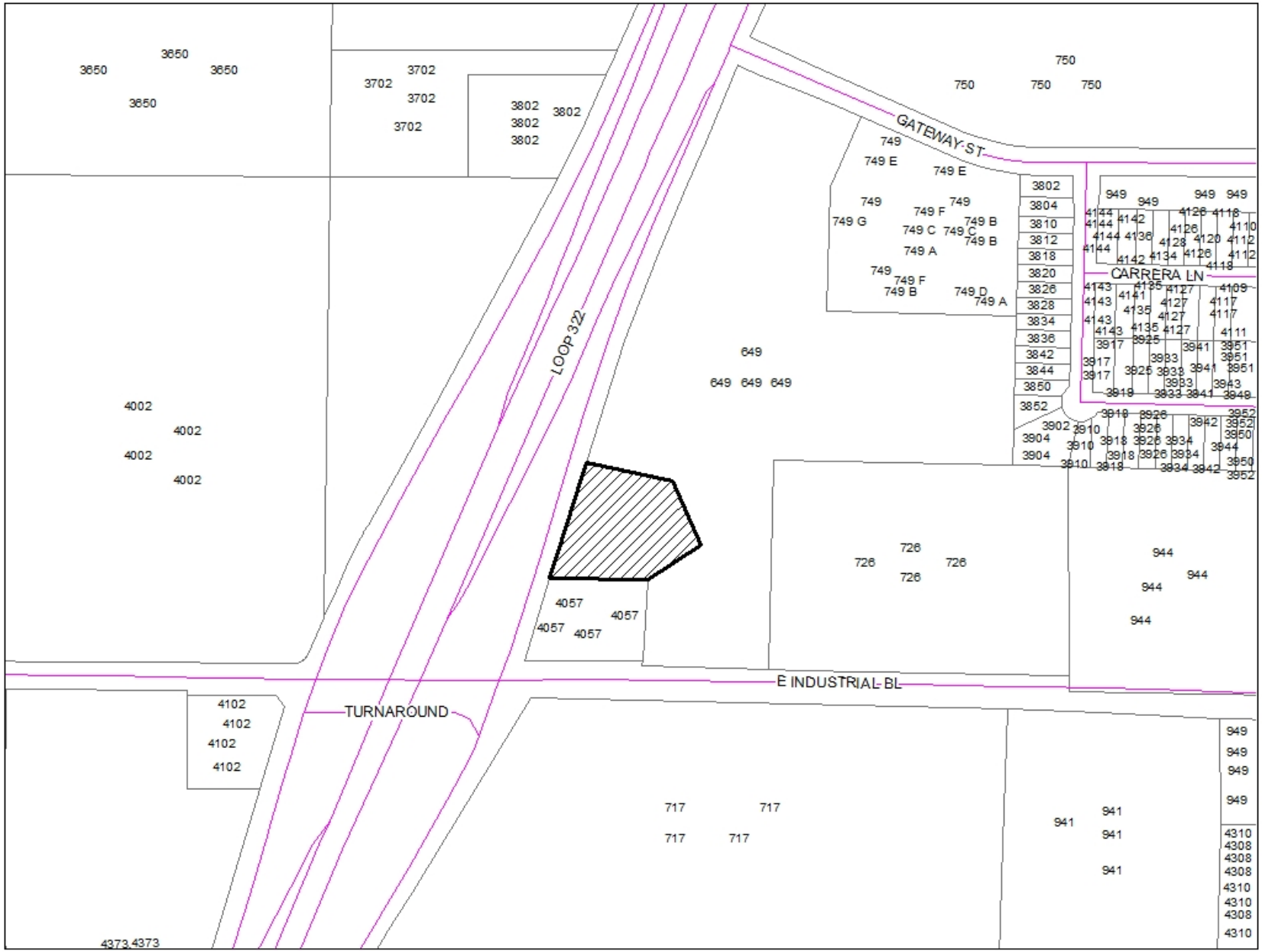
NOTIFICATION:

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


GATEWAY ST
CARRERA LN
LOOP 322
E INDUSTRIAL BL
TURNAROUND

Development Application

CITY OF ABILENE

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: AO 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

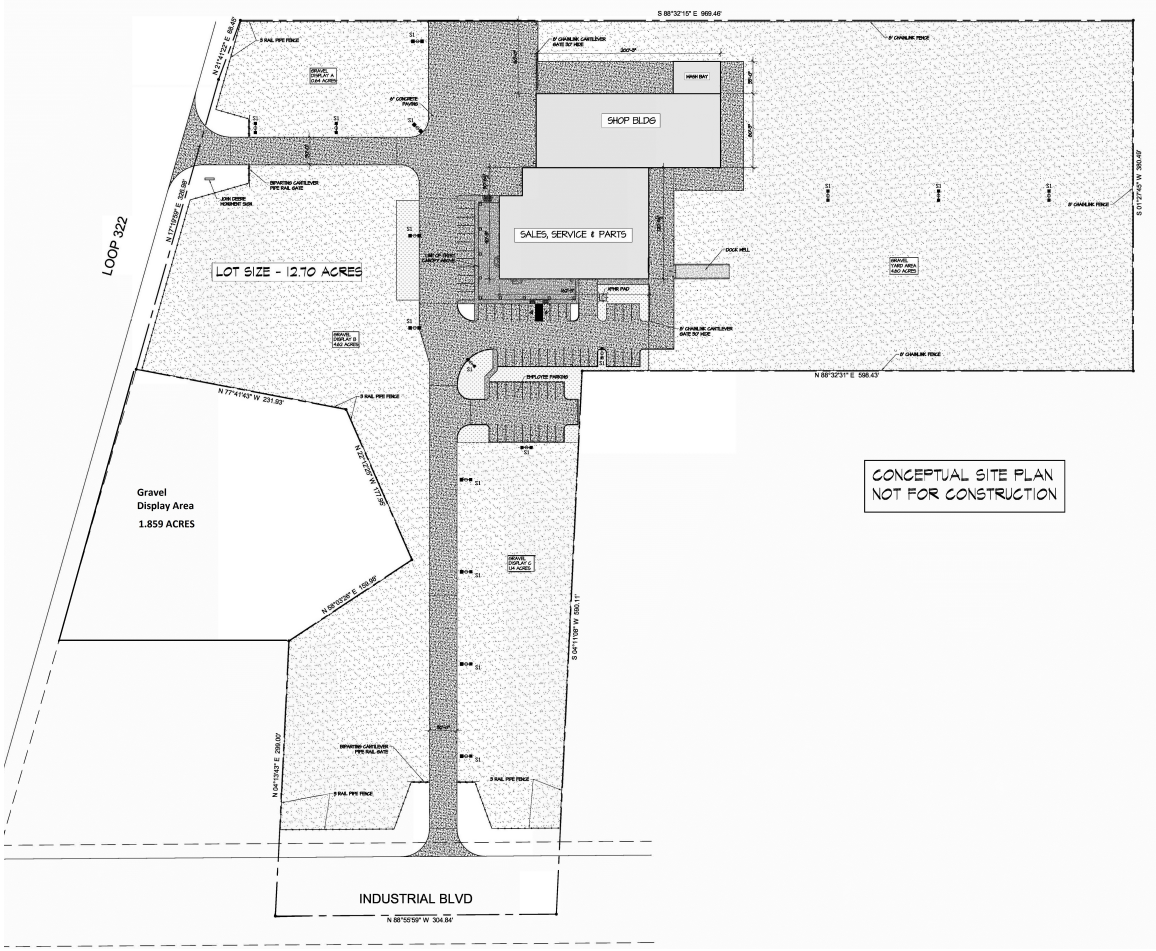
The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood 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: Gary Standley, Diana Standley DATE: 5/13/20


LOOP 322
SHOP BLDG
SALES, SERVICE & PARTS
LOT SIZE - 12.70 ACRES
Gravel
Display Area
1.859 ACRES
CONCEPTUAL SITE PLAN
NOT FOR CONSTRUCTION
INDUSTRIAL BLVD
S 88°32'15" E 999.46'
N 88°32'31" E 598.43'
N 88°58'59" W 304.84'
S 01°27'45" W 380.49'
S 04°11'08" W 560.11'
N 77°41'43" W 231.93'
N 88°07'30" E 158.98'
N 04°13'43" E 259.00'

CONDITIONAL USE PERMIT

Case: CUP-2020-03

Owner: Gary & Diana Handley

Agent: Jeff Tickner of Quality Implement Company

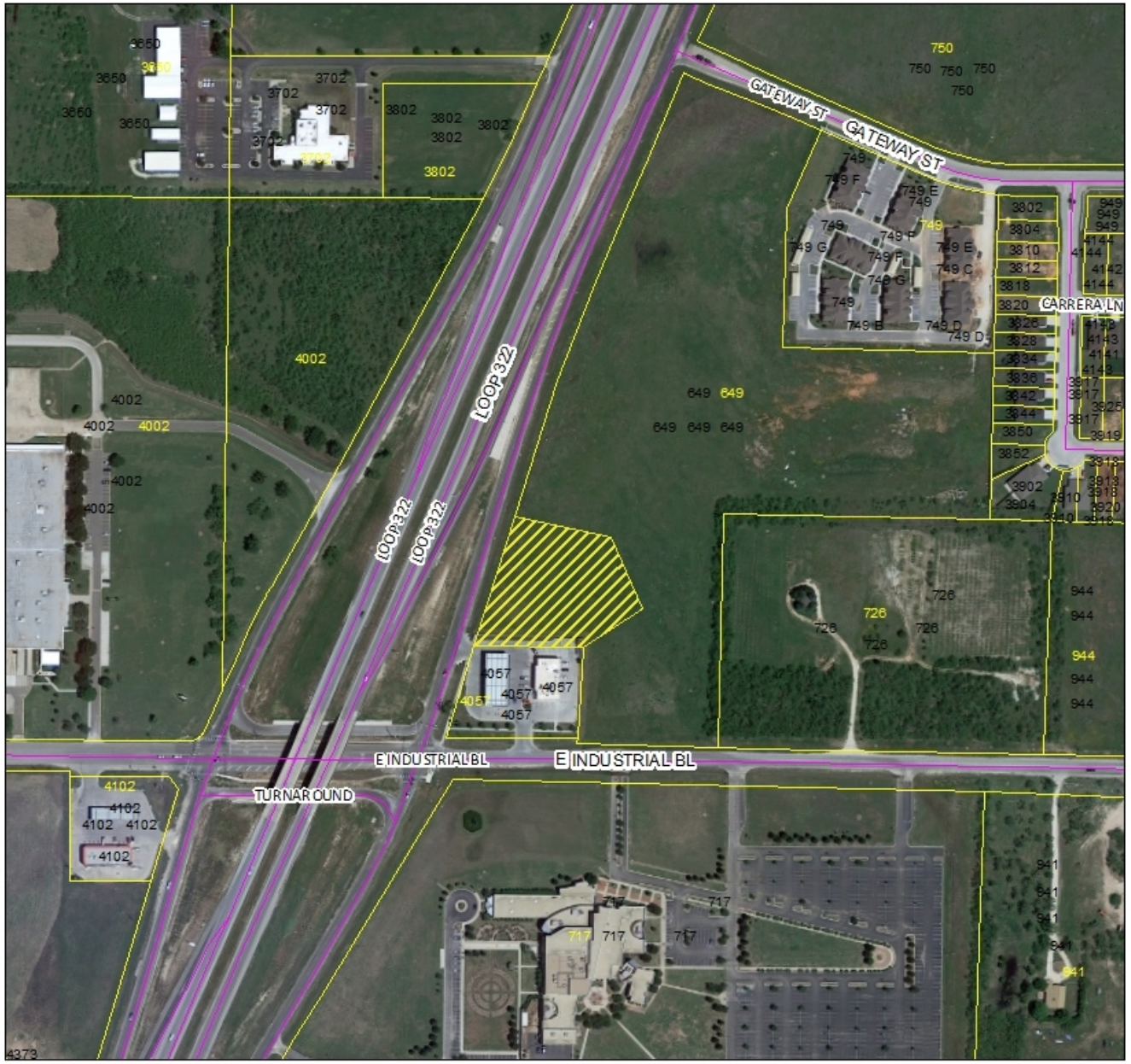
Request: Conditional Use Permit to allow retail sale/rental of trucks and other large vehicles and equipment.

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



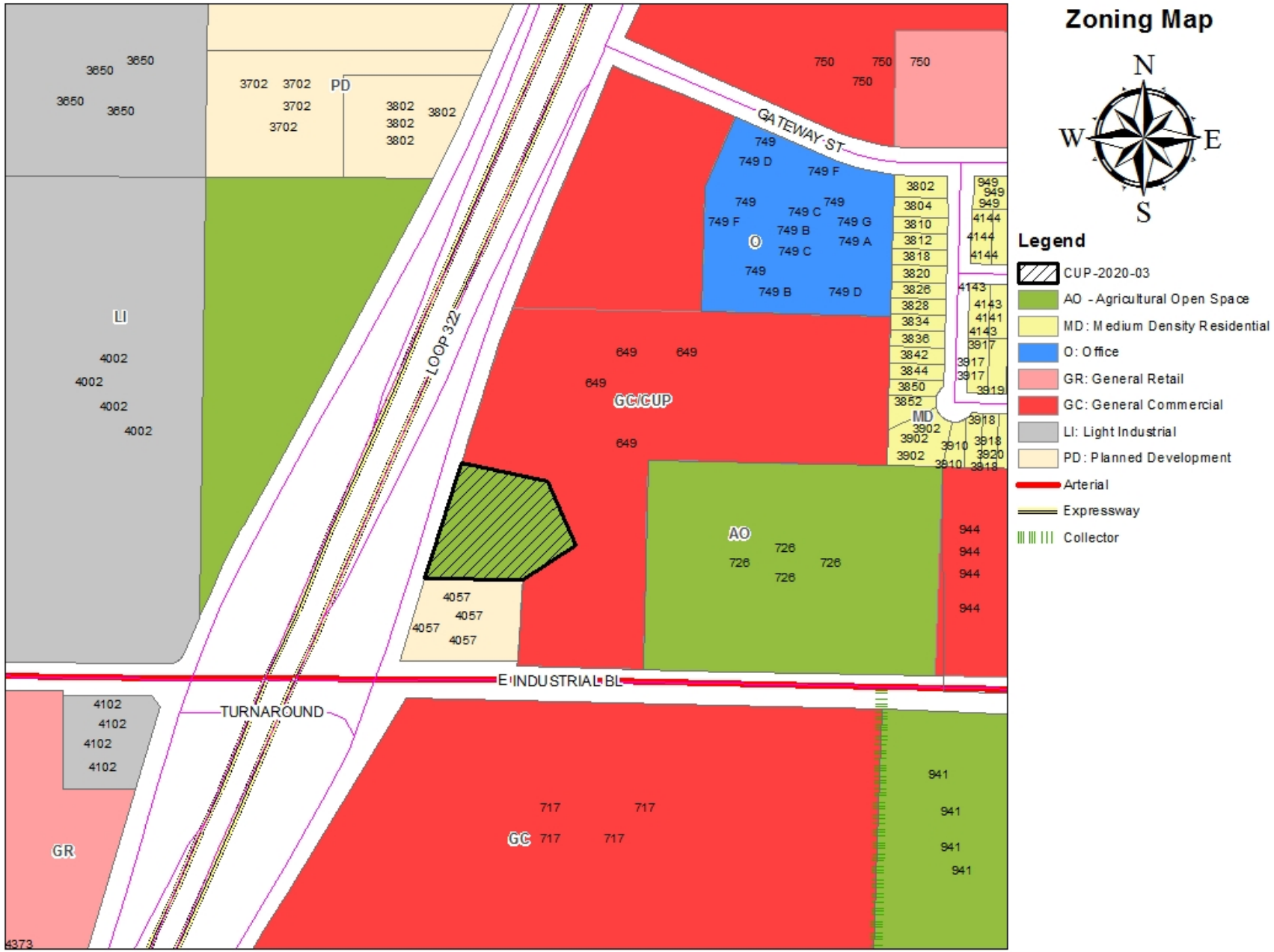
CUP Location Map

N
W E
S

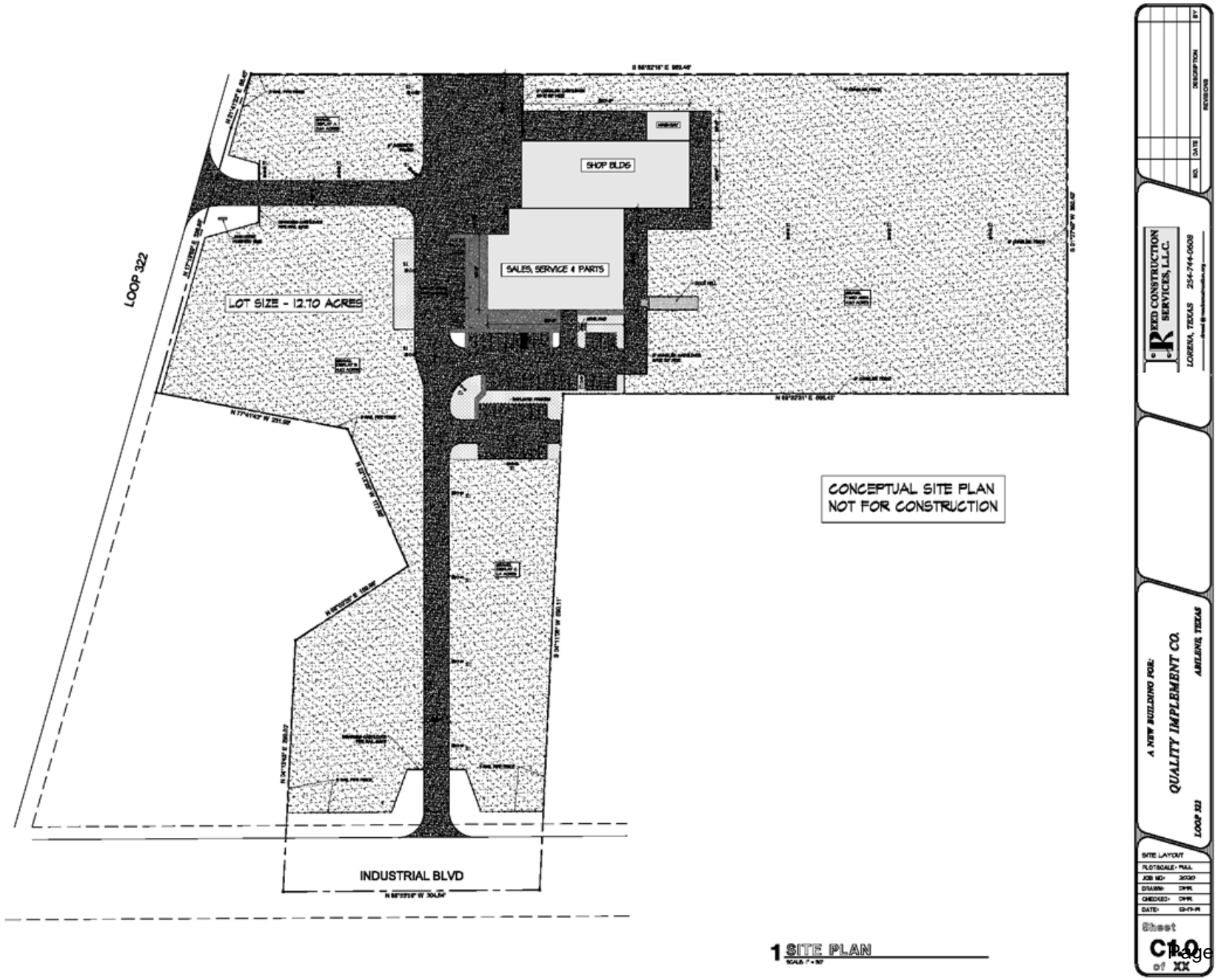
Legend

CUP-2020-03

CUP-2020-03 ZONING MAP



CUP-2020-03 GRAPHIC CONCEPT PLAN



Permitted Uses in GC Zoning

RESIDENTAL 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

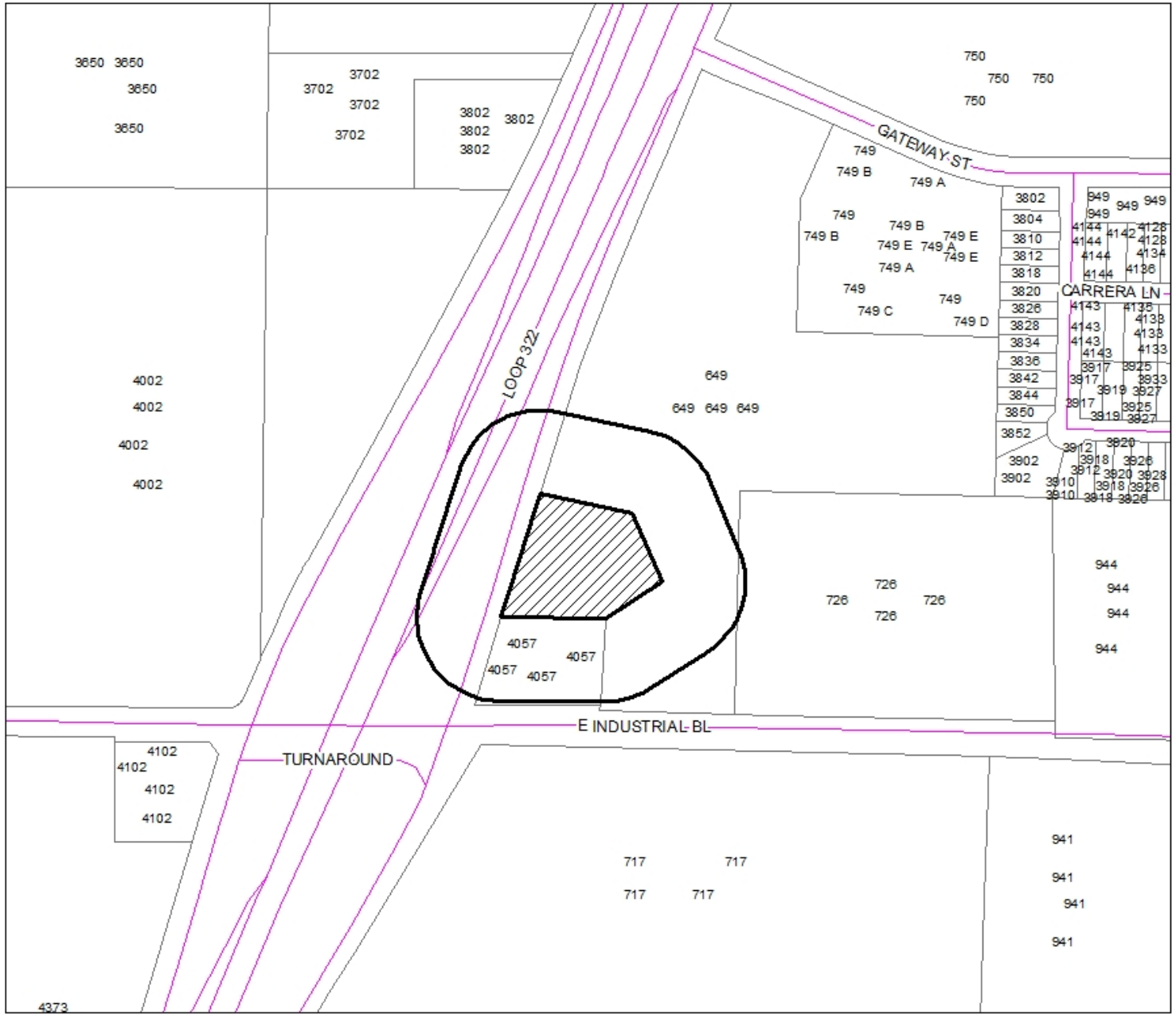
P	**Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)**
C	**Permitted as a Conditional Use Permit, Requiring Approval by City Council**
TP	**Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment**

CUP-2020-03 VIEWS OF SUBJECT PROPERTY

FINDINGS AND RECOMMENDATIONS

- 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



Location Map

N
W E
S

Legend

200 ft Notification Area

Case Area

0- In Favor-

0- Opposed-

0% Opposed

Questions?

City Council
Agenda Memo

City Council Meeting Date: 7/9/2020

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

FROM: **Stanley Smith, City Attorney**

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

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

1. **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. **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**
7. **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

8. **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**
9. **Governor's Executive Orders COVID-19**
10. **Claim of Discrimination - Rita Monterrosa**
11. **West Texas Water Partnership**
12. **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