



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 August 13, 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

1. Councilmember Shane Price

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Service Awards Video Presentation:**

- Michael Payne - Water Distribution - 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.

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special Meeting Held on July 21, 2020, and the Regular Meeting Held on July 23, 2020 (**Shawna Atkinson**)
4. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Execute a Contract with United States Geological Survey for Streamflow Monitoring Stations (**Rodney Taylor**)

5. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2068 to Raydon, Inc. for Briarwood and N. 3rd Alley Construction **(Greg McCaffery)**
6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on allowing the City Manager to execute a contract with Texas Fire Apparatus, LLC for the purchase of one Sutphen Custom Aerial Platform Truck. **(Chief Cande Flores)**
7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City of Abilene to apply for the 2020 Justice Assistance Grant and Approving an Interlocal Agreement with Taylor County for distribution of the Grant funds **(Stan Standridge)**
8. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Selection of a Primary Depository Bank **(Mike Rains)**
9. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Printing Services Contract to Abilene Printing and Stationary Co **(Mike Rains)**
10. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Revised 2019-2024 Meet and Confer Agreement between the City of Abilene and the Abilene Police Officers' Association **(Robert Hanna)**
11. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Revised 2019-2023 Meet and Confer Agreement between the City of Abilene and the Abilene Professional Firefighters' Association, IAFF Local 1044 **(Robert Hanna)**
12. **Ordinance (First Reading) Z-2020-11:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Cade and Katie Browning to rezone property from Single Family Residential 12 (RS-12) to Single Family Residential 12/Historic Overlay (RS-12/HO) zoning located at 910 Highland Avenue. **(Mike Warrix)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

13. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the City of Abilene Master Stormwater Drainage Plan - 25 Year Implementation Scenario **(Greg McCaffery)**
14. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Award of Bid No. CB-2067 – Sale of Land (60.66 Acres) **(Travis McClure)**
15. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Provide Direction on Adopting a Resolution in Support of Local Businesses and Local Control of COVID-19 Response to the Governor of Texas **(Robert Hanna)**
16. **Ordinance (Final Reading) CUP-2020-04:** Receive a Report and Hold a Discussion and Public Hearing on a request from AT&T, agent David Draper, for Conditional Use Permit to allow construction of a 75' tall monopole within General Retail (GR) zoning district located at 3309 N. 10th Street, Abilene, Taylor County, Texas **(Mike Warrix)**
17. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the 2019-2020 Revised Budget **(Mike Rains)**
18. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving and Adopting the Proposed Budget for Fiscal Year 2020-2021 **(Mike Rains)**

19. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving and Adopting the Proposed 2020-21 Tax Rates **(Mike Rains)**
20. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting Fees and Charges for Fiscal Year 2020-21 **(Mike Rains)**

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

21. **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. John Doe v. Robert Hanna, Individually and as City Manager; Cause No. 28078-B; In the 104th Judicial District Court, Taylor County, Texas; filed July 7, 2020
10. Governor's Executive Order - COVID-19
11. Local election date, November 3, 2020
12. Claim of Discrimination - Rita Monterrosa
13. Texas Public Information Act - vexatious requesters

B. 551.072 (Deliberations about Real Property)

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

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project

RECONVENE

REGULAR AGENDA

22. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Award of Bid No. CB-2069 – Sale of Property, T & P Freight Warehouse (901 N. 1st) (**Travis McClure**)
23. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Resolution Approving the Development Corporation of Abilene, Inc.'s Economic Relief Incentive Agreement with Project ERG-9 (**Misty Mayo**)
24. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter (**Shawna Atkinson**)
 - Abilene-Taylor County Public Health District Board
 - Landmarks Commission
25. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Salary of the City Secretary

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 7th day of August, 2020, at 4:45 p.m.

Shawna Atkinson, City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special Meeting Held on July 21, 2020, and the Regular Meeting Held on July 23, 2020 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Special Meeting Held on July 21, 2020 and the Regular Meeting Held on July 23, 2020

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 07-21-2020 Minutes - Special Budget
2. 07-23-2020 Minutes - Regular - Evening

**SPECIAL CALLED MEETING
BUDGET WORK SESSION
July 21, 2020 at 10:00 a.m.**

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

The City Council of the City of Abilene, Texas met in a Special Called Meeting on July 21, 2020, at 10:00 a.m. in the Council Chambers, 555 Walnut St. Mayor Anthony Williams was present and presiding with Mayor Pro-tem Weldon Hurt, Deputy Mayor Pro-tem Donna Albus and Councilmembers Shane Price, Jack Rentz, Kyle McAlister, and Travis Craver. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, City Secretary Shawna Atkinson, and various members of the City staff.

Mayor Anthony Williams delivered the invocation and led the Pledge of Allegiance to the Flags of the United States of America and the State of Texas.

Mayor Williams outlined the agenda for the morning.

BUDGET WORKSHOP

2. Staff Presentation on Revised FY 2020 and Proposed FY 2021 Budgets
Complete Budget Review

City Manager Hanna provided the overview of the proposed schedule for budget work sessions

- Budget Workshop July 21-22, 23 (if needed)
 - First Reading 2020 Revised Budget
 - First Reading 2021 Budget
 - First Reading Tax Rate
 - First Reading Fee Schedule

- Public Hearing and Adoption of: August 13 – Regular Council Meeting
 - 2020 Revised Budget
 - Tax Rate
 - 2021 Budget
 - Fee Schedule

The Revised FY 2020 and Proposed FY 2021 Budgets information was as follows:

**General Fund
Summary of Revenues & Expenditures
FY 2020-2021 Budget**

	Actual 2018-2019	Approved 2019-2020	Revised 2019-2020	Proposed 2020-2021
REVENUE				
Current Revenue	\$97,916,436	\$102,777,550	\$101,308,540	\$103,028,810
Operating Transfers In	3,911,242	3,787,740	5,163,210	4,094,380
Total Current Revenue & Transfers In	\$101,827,678	\$106,565,290	\$106,471,750	\$107,123,190
EXPENDITURES				
Personnel Services	\$69,885,850	\$76,001,560	\$76,345,080	\$78,874,100
Supplies	3,209,198	3,371,000	2,968,040	3,115,850
Maintenance	1,699,106	1,979,090	1,545,310	1,822,770
Other Services & Charges	14,883,804	15,454,300	15,526,590	16,352,720
Capital Expenditures	45,498	19,110	70,410	-
Operating Transfers	10,488,251	9,698,020	11,000,400	6,827,430
Total Expenditures	\$100,211,707	\$106,523,080	\$107,455,830	\$106,992,870
Net Revenues Over (Under) Expenditures	\$1,615,971	\$42,210	(\$984,080)	\$130,320
Beginning Fund Balance	\$25,642,927	\$24,329,867	\$27,258,898	\$26,274,818
Ending Fund Balance	\$27,258,898	\$24,372,077	\$26,274,818	\$26,405,138

General Fund FY 2020 Revised Key Revenue Changes from FY 2020 Approved Budget

Taxes and franchise fees		
	Reduction in gas franchise tax	(\$198,910)
	All other	14,440
Licenses and permits		(56,090)
Intergovernmental revenue		
	Covid-19 grant revenue	946,140
	All other	56,480
Charges for services		
	Reduction due to Covid-19	(1,346,070)
Fines and forfeits		(218,700)
Miscellaneous revenues		
	Reduction in investment earnings	(404,350)
	Reduction in personnel recoveries due to Covid-19	(321,920)
	All other	59,970
Operating transfers in		
	Hotel/motel tax	(277,100)
	Increase in Solid Waste, Stormwater, Fleet Services transfers	1,622,750
	All other	29,820
Total Increase/(Decrease)		(\$93,540)

General Fund FY 2020 Revised Key Expenditure Changes from FY 2020 Approved Budget

Personnel		
	Increased overtime	\$438,430
	All other	(94,910)
Supplies	Budget cuts	(402,960)
Maintenance	Budget cuts	(433,780)
Other Services/charges		72,290
Capital outlay	Zoo improvements	51,300
Operating transfers out		
	Reduced subsidy of Health and Transit Fund	(1,341,770)
	Increased transfer to Self Insurance Fund	1,041,770
	End of year funds transferred to Minor Improvement Fund	1,391,065
	All other	211,315
Total Increase/(Decrease)		\$932,750

General Fund

FY 2021 Key Revenue Changes from FY 2020 Revised Budget

Taxes and franchise fees		
	Property tax assessed value increase	\$906,860
	Sales tax	206,050
	All other	(63,330)
Licenses and permits		(500)
Intergovernmental revenue		
	Reduced Covid-19 grant funding	(380,730)
	Reduced firefighter SAFER grant funding	(251,170)
	All other	3,360
Charges for services		
	Charges return to pre Covid-19 levels	912,350
Fines and forfeits		3,340
Miscellaneous revenues		
	Reduction in investment earnings	(310,170)
	Recoveries return to pre Covid-19 levels	694,210
Operating transfers in		
	Hotel/motel tax	277,100
	Reduction of Solid Waste, Stormwater, Fleet Services transfers	(1,622,750)
	Minor improvement fund	272,870
	All other	3,950
Total Increase/(Decrease)		\$651,440

General Fund

FY 2021 Key Expenditure Changes from FY 2020 Revised Budget

Personnel Services	Police & Fire Meet & Confer	\$451,210
	Police & Fire Step & Grade	269,560
	2% COLA Non-Civil Service	313,890
	Return to full staffing PT/Temp	688,080
	Annual impact of 2020 New Positions and Salary Adjustments	632,250
	Overtime reduction	(416,810)
	Group Insurance/Workers Comp Increase	653,860
	All Other	(63,020)
Supplies		147,810
Maintenance		277,460
Other Services and Charges	Technology Fund Charges	493,810
	All other	332,320
Capital Expenditures		(70,410)
Operating Transfers	Health Fund Transfer	100,000
	Transit Fund Transfer	550,270
	Self Insurance Fund Transfer	(420,690)
	End of Year Funds	(1,391,065)
	Minor Improvement Fund	(2,469,225)
	380 Agreements Transfer	(504,070)
	All Other	(38,190)
	Total Increase/(Decrease)	\$ (462,960)

Schedule of Tax Rate Per \$100 Assessed Valuation FY 2012-FY 2021

<u>Fiscal Year</u>	<u>General Operating</u>	<u>General Debt Service</u>	<u>Total Tax Rate</u>
2012	.4837	.2095	.6932
2013	.4937	.1923	.6860
2014	.5095	.1765	.6860
2015	.5215	.1645	.6860
2016	.5306	.1834	.7140
2017	.5448	.2017	.7465
2018	.5648	.2103	.7751
2019	.5648	.2074	.7722
2020	.6069	.1808	.7877
2021	.6008	.1869	.7877

Water & Sewer Operating Fund Summary of Revenues & Expenditures FY 2020-2021 Budget

	<u>Actual 2018-2019</u>	<u>Approved 2019-2020</u>	<u>Revised 2019-2020</u>	<u>Proposed 2020-2021</u>
REVENUE				
Charges for Service	\$50,551,282	\$56,972,950	\$56,913,450	\$59,438,970
Interest, Misc & Transfers	1,374,706	956,220	769,740	259,070
Total Revenue	\$51,895,988	\$57,929,170	\$57,683,190	\$59,698,040
EXPENDITURES				
Personnel Services	\$8,482,776	\$10,192,890	\$9,817,010	\$10,430,800
Supplies	2,905,948	3,555,130	3,555,130	3,555,130
Maintenance	2,376,584	2,868,400	2,927,000	2,868,500
Other Services & Charges	18,391,123	20,091,230	20,334,640	20,306,060
Capital Expenditures	1,351,018	2,426,790	2,296,080	1,225,000
Debt Service	17,586,500	17,748,160	16,376,540	17,379,750
Operating Transfers	3,559,435	6,352,000	6,352,000	-
Total Expenditures	\$54,653,384	\$63,234,600	\$61,658,400	\$55,765,240
Net Revenues Over (Under) Expenditures	\$(2,757,396)	\$(5,305,430)	\$(3,975,210)	\$3,932,800
Beginning Fund Balance	27,907,373	27,587,127	25,149,977	21,174,767
Ending Fund Balance	\$25,149,977	\$22,281,697	\$21,174,767	\$25,107,567

Water & Sewer Operating Fund
 FY 2020 Revised Revenue Changes from Original FY 2020 Budget

Charges for Service	\$ (59,500)
Interest Earnings & Misc.	(229,690)
Transfer from Capital Projects	43,210
Total Increase/(Decrease)	\$ (245,980)

Water & Sewer Operating Fund
 FY 2020 Revised Expenditure Changes from Original FY 2020 Budget

Administration	\$ (339,240)
Utility Office	212,960
Water Production	469,240
Water Treatment	(13,210)
Water Distribution	(316,160)
Sewage Collection	(134,830)
Wastewater Treatment	(30,120)
Quality Control	(55,720)
Utilities Special Services	(1,369,120)
Total Increase/(Decrease)	\$ (1,576,200)

Water & Sewer Operating Fund
 FY 2021 Revenue Changes from FY 2020 Revised Budget

Charges for Service	\$ 2,525,520
Interest Earnings & Miscellaneous	(467,460)
Transfers from Capital Projects	(43,210)
Total Increase/(Decrease)	\$ 2,014,850
% Change	4%

Water & Sewer Operating Fund

FY 2021 Expenditure Changes from FY 2020 Revised Budget

Administration	\$ 457,220
Utility Office	(477,000)
Water Production	389,170
Water Treatment	31,190
Water Distribution	(554,290)
Sewage Collection	(29,670)
Wastewater Treatment	(522,630)
Quality Control	4,700
Utilities Special Services	(5,191,850)
Total Increase/(Decrease)	\$ (5,893,160)
% Change	-10%

Solid Waste Services Fund

Summary of Revenues & Expenditures FY 2020-2021 Budget

	Actual 2018-2019	Approved 2019-2020	Revised 2019-2020	Proposed 2020-2021
REVENUE				
Charges for Service	\$15,418,218	\$15,994,290	\$16,116,340	\$16,135,550
Miscellaneous	72,346	70,010	33,260	3,150
Total Revenue	\$15,490,564	\$16,064,300	\$16,149,600	\$16,138,700
EXPENDITURES				
Personnel Services	\$3,910,214	\$4,018,200	\$4,053,550	\$4,098,310
Supplies	46,751	57,310	56,810	57,310
Maintenance	108,837	198,410	178,410	115,130
Other Services & Charges	7,735,504	8,745,590	8,653,740	8,959,050
Capital Expenditures	326,039	350,000	300,000	300,000
Debt Service	33,290	31,930	31,930	30,570
Operating Transfers	2,842,242	2,500,000	3,500,000	2,682,000
Total Expenditures	\$15,002,877	\$15,901,440	\$16,774,440	\$16,242,370
Net Revenues Over (Under) Expenditures	\$487,687	\$162,860	(\$624,840)	(\$103,670)
Beginning Fund Balance	2,594,843	2,003,353	3,082,530	2,457,690
Ending Fund Balance	\$3,082,530	\$2,166,213	\$2,457,690	\$2,354,020

**Stormwater Services Fund
Summary of Revenues & Expenditures
FY 2020-2021 Budget**

	Actual 2018-2019	Approved 2019-2020	Revised 2019-2020	Proposed 2020-2021
REVENUE				
Charges for Service	\$2,300,931	\$2,841,430	\$2,798,800	\$2,829,500
Miscellaneous	54,028	47,490	42,310	34,060
Operating Transfers	239,998	-	-	-
Total Revenue	\$2,594,957	\$2,888,920	\$2,841,110	\$2,863,560
EXPENDITURES				
Personnel Services	\$985,515	\$1,310,720	\$1,308,250	\$1,378,600
Supplies	28,708	39,720	39,720	39,720
Maintenance	176,551	330,870	340,570	330,870
Other Services & Charges	1,025,536	1,105,560	1,112,420	1,137,160
Operating Transfers	-	-	98,080	-
Total Expenditures	\$2,216,310	\$2,786,870	\$2,899,040	\$2,886,350
Net Revenues Over (Under) Expenditures	\$378,647	\$102,050	(\$57,930)	(\$22,790)
Beginning Fund Balance	529,780	577,516	908,427	850,497
Ending Fund Balance	\$908,427	\$679,566	\$850,497	\$827,707

**Self Insurance Fund
Summary of Revenues & Expenditures
FY 2020-2021 Budget**

	Actual 2018-2019	Approved 2019-2020	Revised 2019-2020	Proposed 2020-2021
REVENUE				
City Health Contributions	\$7,248,211	\$7,380,560	\$7,396,080	\$7,828,710
Employee Health Contributions	2,707,054	2,933,870	2,933,870	3,043,420
Retiree Health Contributions	164,956	189,000	136,320	143,140
Interfund Charges	1,915,000	2,030,000	2,023,930	2,480,400
Recoveries	10,084,251	392,720	1,654,760	453,720
Miscellaneous	212,308	114,370	28,090	3,700
Operating Transfers In	554,390	578,000	1,619,770	1,199,080
Total Revenue	\$22,886,170	\$13,618,520	\$15,792,820	\$15,152,170
EXPENDITURES				
Health & Drug Claims	\$10,124,566	\$9,538,100	\$10,667,230	\$8,965,330
Administrative Charges	1,043,797	973,500	1,288,530	1,379,090
Liability/Property Premiums/Charges/Claims	2,318,479	2,645,820	3,557,010	2,882,740
Other Expenditures	661,298	699,770	898,790	639,650
Hail Damage Repairs/Transfer out to DCOA	5,613,616	-	810,950	-
Total Expenditures	\$19,761,756	\$13,857,190	\$17,222,510	\$13,866,810
Net Revenues Over (Under) Expenditures	\$3,124,414	(\$238,670)	(\$1,429,690)	\$1,285,360
Beginning Fund Balance	7,546	1,833,748	3,131,960	1,702,270
Ending Fund Balance	\$3,131,960	\$1,595,078	\$1,702,270	\$2,987,630

Health Insurance Plan Changes

	2020 Current Plan	2021 Proposed Changes	% Increase 2020-2021
Employee Premiums-monthly cost			
Employee only	\$125	\$131	5%
Employee+children	\$275	\$289	5%
Employee + spouse	\$475	\$499	5%
Employee+family	\$550	\$578	5%
City Contributions-monthly cost	\$484 per employee	\$508 per employee	5%
Prescription Deductible	\$25	\$50	100%
Prescription Copay	\$15/\$40/\$60	\$15/\$50/\$70	0%/25%/17%
Voluntary Pharmacy Benefits Program	n/a	Optional	

Street Maintenance Fund Summary of Revenues & Expenditures FY 2020-2021 Budget

	Actual 2018-2019	Approved 2019-2020	Revised 2019-2020	Proposed 2020-2021
REVENUE				
Street Maintenance Fee	\$4,109,346	\$5,477,720	\$4,463,810	\$5,343,810
Contribution from DCOA	-	2,000,000	3,500,000	2,000,000
Miscellaneous Revenue	33,225	-	26,610	1,580
Transfers in	1,057,412	1,040,900	1,181,100	1,040,900
Total Revenue	\$5,199,983	\$8,518,620	\$9,171,520	\$8,386,290
EXPENDITURES				
Maintenance	\$674,690	\$1,040,900	\$813,580	\$1,040,900
Other Services & Charges	39,666	-	-	-
Transfers to Capital Outlay Fund	1,429,698	6,003,000	8,030,960	8,000,000
Total Expenditures	\$2,144,054	\$7,043,900	\$8,844,540	\$9,040,900
Net Revenues Over (Under) Expenditures	\$3,055,929	\$1,474,720	\$326,980	(\$654,610)
Beginning Fund Balance	50,000	3,679,150	3,105,929	3,432,909
Ending Fund Balance	\$3,105,929	\$5,153,870	\$3,432,909	\$2,778,299

Fire Apparatus Fund Summary of Revenues & Expenditures FY 2020-2021 Budget

	Actual 2018-2019	Approved 2019-2020	Revised 2019-2020	Proposed 2020-2021
REVENUE				
Transfers in General Fund	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000
Recoveries of exp.	187,593	-	-	-
Contributions	-	-	100,390	-
Interest	61,379	68,160	20,770	1,670
Total Revenue	\$1,348,972	\$1,168,160	\$1,221,160	\$1,101,670
EXPENDITURES				
Fire Apparatus	\$1,004,447	\$1,450,050	\$2,332,840	\$1,356,000
Total Expenditures	\$1,004,447	\$1,450,050	\$2,332,840	\$1,356,000
Net Revenues Over (Under) Expenditures	\$344,525	(\$281,890)	(\$1,111,680)	(\$254,330)
Beginning Fund Balance	1,596,199	2,619,304	1,940,724	829,044
Ending Fund Balance	\$1,940,724	\$2,337,414	\$829,044	\$574,714

Minor Improvement Fund Summary of Revenues & Expenditures FY 2020-2021 Budget

	Actual 2018-2019	Approved 2019-2020	Revised 2019-2020	Proposed 2020-2021
REVENUE				
Transfers from General Fund	\$3,632,820	\$2,404,640	\$3,860,290	-
Transfers from Other Funds	557,985	-	1,330,252	-
Interest income	26,743	-	28,763	-
Total Revenue	4,217,548	\$2,404,640	\$5,219,305	-
EXPENDITURES	\$1,720,341	-	\$4,011,072	\$272,870
Net Revenues Over (Under) Expenditures	\$2,497,207	\$2,404,640	\$1,208,233	(\$272,870)
Beginning Fund Balance	-	163,847	2,497,207	3,705,440
Ending Fund Balance	\$2,497,207	\$2,568,487	\$3,705,440	\$3,432,570

All Other Funds

Other items to be aware of...

- The fleet replacement fund will purchase vehicle replacements as follows: \$676,750 for General Fund, \$232,000 for Water & Sewer Fund, \$2,502,000 for the Solid Waste Services Fund, and \$372,000 for Stormwater Services Fund. This totals \$3,782,750. All purchases exceeding \$50,000 will require Council approval, and all will meet Council's adopted vehicle replacement policy.

Discussion

Council questioned if there is a contingency plan in place if the economy goes static. City Manager Hanna stated that while he does not anticipate that happening, yes, there is flexibility in non-civil service salaries, but the MIP fund is a reserve we can dip into if need be.

Council asked about tax relief for small businesses that had to shut down during the pandemic. City Manager Hanna stated that there is currently no budget for that, but they are in talks with Congressman Arrington to see about loosening restrictions on CARES Act funding, so it could be distributed to small businesses.

Council questioned if the leadership from the Police & Fire Meet & Confers will be voting on the pushback of salary adjustments until April, and if so, what happens if they vote no. City Manager Hanna clarified that while he does not think they would vote no, we would have to have another discussion with Council and potentially look at raising property taxes. It was also clarified that if the economy picks back up before April, those increase can happen before then at the City Manager's discretion.

Council questioned the increase in the self-insurance fund, and how it compares to other cities. City Manager Hanna clarified that everyone raises their rates a little every year. We do have to find a way fund it and the only way to do it is by reducing benefits and increasing premiums. We are still competitive though. Council also discussed the City's health insurance compared to health insurance offered in the private sector.

Mayor Williams brought up a project he would like to see included in the Revised 2020 budget – improvements to the Stevenson Park. There is a group of citizens that have come forward asking for help with the restrooms there, as they are in bad shape. Mayor Williams would like to see money from the MIP fund used to improve the restrooms. City Manager Hanna stated that there is money in the MIP fund that could be used for this. Council discussed the state of the park compared to other parks, what can be done to fix the restrooms, renovating versus rebuilding, and the option of using a portable restroom instead. It is the consensus of Council that they would like to see other parks looked at as well, but to use Stevenson as a starting point. There was discussion on engaging the community to see exactly what they would like to see done in the park. After discussions, Mayor Williams would like to earmark \$432,000 of MIP funds to renovate the restrooms at Stevenson Park, and other improvements as needed. City Manager Hanna stated that Staff will put together a plan and bring it back to Council for approval.

Council discussed the proposed fee schedule, in particular a \$10 search fee that appears to be duplicated on both Birth Certificates and Death Certificates, an ice machine rental fee, and solid waste and roll-off schedule fees.

Council also discussed adding bus shelters into the Abilene Transit system funded capital outlay.

Council questioned where the sales tax estimations are coming from. City Manager Hanna clarified that they have looked at all available data and Abilene is outperforming the rest of the state, so they are recommending to adopt something prudent but doable. We don't know exactly what is coming but we will monitor and adjust accordingly. City Manager Hanna also encouraged everyone to shop locally to help small businesses in the area.

Ordinances

3. Consider on First Reading - Ordinance Approving Revised 2019-2020 Budget

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

- Nicholas Moses – thanked Council for their help with Stevenson Park. Stated that they didn't know if it would be possible, so they are very excited for the renovations. He stated there is already a group together that wants to bring youth out to take pride in the park and their community.
- Shantee Fleming – thanked Council and City Staff for their help, and in particular Donna Albus for coming out to the park with them numerous times and showing interest and concern.

- Tannell Blackman – stated that they have already started evaluating all of the parks in Abilene to compare Stevenson to. They would like to see Stevenson brought up to the level of Sears or Rose Parks and want to partner with the community to get it done. She thinks this will benefit the entire City of Abilene.
- Chris Daughtry – thanked Council and in particular Donna Albus. Stated that this is a great starting point for them and they are focused on youth and community development. They think they went about this the right way and are glad they were able to be heard.
- Demetrius Earthly – thanked Council for earmarking the money for Stevenson Park. Stated his excitement that they were heard and they have worth. Let Council know they will probably be implementing something along the lines of a Friends of Stevenson Park group and are hoping to bring new activities to the park.
- Christy Mutin – spoke in support of the Stevenson Park renovations. Stated that it is encouraging to see a community rise up and support each other.
- Darrel Reed – thanked Council for not raising the tax rate. Spoke about his findings on the Texas Comptroller's website in comparing tax rates in Abilene to other cities in the state.

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

Mayor Williams moved to approve the item as presented, with the addition of earmarking \$432,000 of the MIP Fund for Stevenson Park renovations, and changing the dates on the first reading of the ordinance. 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

4. Consider on First Reading - Proposed 2020-2021 Budget

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

Mayor Williams moved to approve the item as presented, with the addition of adding an official City Holiday for Juneteenth, June 19th. 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

5. Consider on First Reading - Ordinance Setting Tax Levy

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

Councilmember McAlister moved to approve the item as presented. Councilmember 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

6. Consider on First Reading - Ordinance adopting fees and charges for FY 2020-2021

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

Councilmember Price moved to approve the item with the modifications discussed during the meeting.

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

ADJOURNMENT

Because the budget workshop was completed and scheduled ordinances adopted at first reading, the public was informed there was no need to meet on Wednesday, July 22nd, or during the regular City Council meeting on Thursday, July 23rd, for the budget.

The meeting adjourned at 11:41 a.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____

CITY COUNCIL MEETING
July 23, 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 July 23, 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. Governor's Executive Order COVID-19
 - 2. Claim of Discrimination – Rita Monterossa
 - 3. West Texas Water Partnership
- 15. B. 551.072 (Deliberations about Real Property)
 - 1. T&P Freight Warehouse, 901 North 1st Street, Abilene
- 15. D. 551.074 (Personnel Matters)
 - 1. City Manager

The Executive Session ended at 5:06 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, and 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 3-14. Item 8 was pulled from consideration. Item 14 was pulled for individual consideration.

Items pulled for individual consideration were as follows:

- David Swart, citizen – Item #14

Item #8 was pulled from consideration by staff prior to the meeting.

Councilmember McAlister moved to approve the Consent Agenda, now consisting of items 3-7 and 9-13. 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

- 3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on July 9, 2020

4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Ordering a City of Abilene General Election to be Held on Tuesday, November 3, 2020, for the purpose of Electing Members to City Council Places 3, 4 and Mayor
[ASSIGNED RESOLUTION NO. 130-2020]
5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Jones County for a General Election to be Held on Tuesday, November 3, 2020
[ASSIGNED RESOLUTION NO. 131-2020]
6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Taylor County for a General Election to be Held on Tuesday, November 3, 2020
[ASSIGNED RESOLUTION NO. 132-2020]
7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Authorize a Revised Economic Development Agreement with Silverthorne Properties Regarding 1162 North 2nd
[ASSIGNED RESOLUTION NO. 133-2020]
9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Acknowledging Receipt and Review of the Abilene-Taylor County Events Venue District's Budget for Revised FY 2020 and Approved FY 2021
[ASSIGNED RESOLUTION NO. 135-2020]
10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Bid to GT Distributors, Inc, for Police Level IIIA body armor pursuant to BuyBoard Contract 603-20
[ASSIGNED RESOLUTION NO. 136-2020]
11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing a contract with Parkson Corporation for the Purchase and Installation of two Replacement Drum Screen Units for the Hamby Water Reclamation Facility
[ASSIGNED RESOLUTION NO. 137-2020]
12. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding the bid to Bo Simon, Inc. for the Griffith Road Water Line Replacement.
[ASSIGNED RESOLUTION NO. 138-2020]
13. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Contract with Insituform Technologies, LLC for the 2020 Sanitary Sewer Clean and TV Project
[ASSIGNED RESOLUTION NO. 139-2020]

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

14. Ordinance (First Reading) CUP-2020-04: Receive a Report and Hold a Discussion and Public Hearing on a request from AT&T, agent David Draper, for Conditional Use Permit to allow construction of a 75' tall monopole within General Retail (GR) zoning district located at 3309 N. 10th Street, Abilene, Taylor County, Texas

The item was pulled by David Swart, citizen.

Having pulled the item, David Swart stated that he understands that the church is just trying to make money, but that he is against AT&T putting this tower up. They couldn't find a better location, and he doesn't think that 75 feet is tall enough, as their service is not good enough in this area. Stated his opposition to the item.

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

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

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

NAYS (1): Councilmember Rentz

ITEMS PULLED FROM CONSIDERATION

8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving the 2020-2024 Consolidated Plan, FY 2020/2021 Action Plan, and proposed use of Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds
[NOT CONSIDERED]

REGULAR AGENDA

15. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Extended Term Street Use License-TTY Holdings, LLC
[ASSIGNED RESOLUTION NO. 129-2020]

This item was tabled at the July 9th meeting. Mayor Pro-tem Hurt moved to remove the item from the table. 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

Michael Rice, Assistant City Manager, presented the item. Adoption of the item would approve an extended term street use license with TTY Holdings, LLC, to use a portion of City right-of-way in front of the building addressed as 630 N 5th Street. The applicant will construct and maintain a permanent loading platform and an ADA service ramp.

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

- Tim Yandell – spoke on behalf of TTY Holdings. Stated their appreciation of Mr. Rice and all of the staff's help during this process.

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

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

NAYS (0): None

16. Presentation: Receive a Report and Hold a Discussion and Public Hearing and Provide Direction on Downtown On-Street Parking

Michael Rice, Assistant City Manager, presented the item. This presentation was the final recommendations of the Mayor's Downtown Task Force, Downtown On-Street Parking Plan. The Task Force held a town hall meeting to get input from the community on functional on-street parking downtown, as well as increase the number of spaces. Mr. Rice presented the Task Force's proposals. Mr. Rice also introduced Yvonne Batts, Chair of the Mayor's Downtown Task Force, who stated the board's excitement for this project.

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

- David Swart – stated that this is a good idea, but would still like the City to consider something along the lines of a paid parking structure, that would go to free after the structure is paid off. He also questioned if there will be additional money needed to change the streets from two-way to one-way, and vice versa.. Mr. Swart also stated his disapproval of parallel parking as he feels it's a danger with oncoming traffic and possibly losing a door.

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

After discussion, it was the consensus of Council to leave Pine Street at four lanes, but otherwise go with the Task Force's recommendations, and for Staff to begin preparation to bring this item to Council for an official vote.

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

17. Presentation and Resolution: Receive a Report and Hold a Discussion and Public Hearing on the City of Abilene Municipal Solid Waste Cost of Service Analysis, and Proposed Future Rate Increases
[ASSIGNED RESOLUTION NO. 140-2020]

Max Johnson, Assistant Director of Public Works, introduced Dave Yanke with New Gen whom presented the item. Adoption of the item would approve the Solid Waste Cost of Service Analysis and Proposed Future Rate Increases as presented.

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

Councilmember McAlister moved to approve the item as presented. Councilmember 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

18. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Council Policy Statement Regarding COVID-19 Reporting Requirements
[ASSIGNED RESOLUTION NO. 141-2020]

Robert Hanna, City Manager, presented the item. Adoption of the item would approve the policy statement regarding COVID-19 reporting requirements. Annette Lerma, Director of the Health Department also spoke regarding the health side of the reporting.

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

- Cynthia Alvidrez- suggested staff look at the DSHS website and the format they use, as it is more user friendly. She would like to see a seven day average of positivity rate included, as that is what the Governor will use to determine if there needs to be another shutdown.
- David Swart- stated that there is a lot of discussion about the misreporting. He stated that the numbers reported are confusing, and gave an example of the trinity tests from 75 years ago, and how double checking numbers can save lives.

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

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

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

19. Ordinance (Final 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
[ASSIGNED ORDINANCE NO. 28-2020]

Rodney Taylor, Director of Water Utilities, presented the item. Adoption of the item would approve 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 in response to elements missing from the current ordinance, identified by the TCEQ.

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

Mayor Pro-tem Hurt 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

20. 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. 142-2020]

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

- Cynthia Alvidrez – asked if the information regarding the TIRZ board was available on the city's website, she cannot locate it.

Mayor Williams addressed the citizen's concerns and stated that all the information in regards to the TIRZ board can be located on the website in the board's minutes.

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

Councilmember Craver moved to (re)appoint the following:

Board	Term End Date
<i>Betty Hardwick Center Board of Trustees</i>	
Priscilla Rayford [Reappointment]	August 2022
<i>Landmarks Commission</i>	
Josh Black [New] [Abilene Preservation League]	November 2023
<i>Tax Increment Reinvestment Zone (TIRZ) Board</i>	
Charles Black [Reappointment]	August 2022
Sam Vinson [Reappointment]	August 2022
Petty Hunter [Reappointment]	August 2022
Stormy Higgins [Reappointment]	August 2022
Ben Grant [Reappointment]	August 2022

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

21. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Modifying and Extending the Declaration of Local Disaster Issued June 25, 2020
[ASSIGNED RESOLUTION NO. 114-2020]

Robert Hanna, City Manager, presented the item. Adoption of the item would modify and extend the Declaration of Local Disaster issued on June 25, 2020

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

Councilmember McAlister moved to approve the item as presented. Councilmember 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

22-25. Budget Ordinances

- 22. Consider on First Reading - Ordinance Approving Revised 2019-2020 Budget
- 23. Consider on First Reading - Proposed 2020-2021 Budget
- 24. Consider on First Reading - Ordinance Setting Tax Levy
- 25. Consider on First Reading - Ordinance adopting fees and charges for FY 2020-2021

These items were not considered due to the completion of the budget workshop on Tuesday, July 21, 2020.

No action was taken at this time.

PUBLIC COMMENTS

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

- David Swart – spoke about adding the Juneteenth holiday for City employees and asked if this would be optional for a city employee to take. Mr. Swart also spoke about his water bill and that he had zero usage but was still billed for water. He stated that there is no explanation on his bill and that they need to be specific on charges.
- Elda Salinas – stated to due to COVID everyone has experienced cut backs. She contacted the Taylor County Appraisal District to request a decrease in her property taxes, and they denied her request. She stated that they suggested she contact the City to request a decrease in the tax rate.
- Mary Ross – from Workforce Solutions of West Central Texas. Ms. Ross thanked everyone for success at the Convention Center in helping citizens looking for jobs. The City allowed them to have it at the Convention Center and AISD loaned them Chromebooks, and they helped over 100 citizens get jobs. They also had a second event, a virtual job fair, that was a success as well, and thanked the community for their generous support.
- Cynthia Alvidrez – stated that she came to the meeting to speak on the Budget Workshop items. Ms. Alvidrez stated that our appraisals have gone up and have increased revenues. She stated people are struggling and we should consider lowering to the 2017 tax rate. This will allow us to keep our budget and not burden citizens. Ms. Alvidrez also stated that she is requesting \$700,000 of the MIP funds available to be used towards upgrades at Arthur Sears Park and went over the various items she is asking for.

Mayor Williams addressed Ms. Alvidrez's comments and let her know the Budget Workshop was held on Tuesday, July 21, 2020, and was concluded that same day. The items on today's agenda were only if they did not get done before then, and he would not be opening the items back up for discussion.

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

ADJOURNMENT

There being no further business, the meeting adjourned at 7:37 p.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Execute a Contract with United States Geological Survey for Streamflow Monitoring Stations (Rodney Taylor)

GENERAL INFORMATION

The Water Utilities Department is requesting that the Abilene City Council approve a written resolution authorizing the City Manager to execute a contract with the United States Department of the Interior, U.S. Geological Survey (USGS), in the amount of \$183,120.00 for an annual contract to operate and maintain monitoring stations for various lakes and streams in this region. The Contract has an effective date from October 1, 2020 to September 30, 2021. The contract provides for monitoring of stream flow and lake levels. It also provides for more specialized water quality monitoring of certain stream segments associated with permitting.

SPECIAL CONSIDERATIONS

The City of Abilene (City) operates water supply facilities which requires City staff to monitor the conditions of regional streams, rivers, and lakes. The City's operation of water supply and wastewater treatment facilities requires the monitoring of discharges, stream flows, and water quality parameters in order to obtain and/or comply with discharge permits and water rights permits. There are several streams and lakes in and near the City for which the City benefits from the ability to monitor stream flows and lake levels during heavy rainfall events. The USGS contracts to provide facilities and services for the monitoring of stream flows, lake levels, and water quality parameters. Lake Level and Stream flow gauging stations are important tools used to provide both current conditions and long term historical data for permanent records and

trending. Abilene currently cooperates with the USGS to fund specific sites that have importance to our organization and our community.

There are currently five locations continuously measuring stream flows, two locations continuously measuring lake elevations, and two locations taking discharge measurements. The Contract also provides for water sampling services of five locations. The resolution authorizes the City Manager to execute the contract with USGS in the amount of \$183,120.

FUNDING/FISCAL IMPACT

Funds for this contract will come from the FY2021 Annual Operating Budget of the Water Utilities Department.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the resolution as described above.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-Authorize Contract-USGS-Gauging Stations-8-13-2020
2. Contractf-Streamflow monitoring-USGS-8-13-2020
3. Presentation-Contract-Streamflow Monitoring-USGS-8-13-2020

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING A CONTRACT WITH THE UNITED STATES GEOLOGICAL
SURVEY FOR THE OPERATION AND MAINTENANCE OF SURFACE WATER DATA
COLLECTION FACILITIES.**

WHEREAS, the City of Abilene (City) operates water supply facilities which requires City staff to monitor the conditions of regional streams, rivers, and lakes; and

WHEREAS, the City's operation of water supply and wastewater treatment facilities requires the monitoring of discharges, stream flows, and water quality parameters in order to obtain and/or comply with discharge permits and water rights permits; and

WHEREAS, there are several streams and lakes in and near the City for which the City benefits from the ability to monitor stream flows and lake levels during heavy rainfall events; and

WHEREAS, the United States Department of the Interior - United States Geological Survey (USGS) provides facilities and services for the monitoring of stream flows, lake levels, and water quality parameters; and

WHEREAS, the USGS does agree to install, own, and operate stream flow, reservoir elevation, discharge flow, and/or water quality sample collection and processing facilities at specific locations which benefit the City; and

WHEREAS, USGS has developed a Joint Funding Agreement for Water Resource Investigations (Contract) to provide those monitoring services for the one year period of October 1, 2020 through September 30, 2021 and which has a value of \$183,120.00; and

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

That the City Manager is authorized to execute the Contract with USGS for Water Resource Investigations in the amount of \$183,120.00.

ADOPTED this 13th day of August, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Texas Water Science Center
1505 Ferguson Lane
Austin, TX 78754

July 23, 2020

Mr. Rodney Taylor
Director of Water Utilities
City of Abilene
555 Walnut Street
Abilene, TX 79601

Dear Mr. Taylor:

Enclosed is one signed scan of our standard joint-funding agreement for the project(s) Oklahoma - Texas Water Science Center Water Resources Investigations, during the period October 1, 2020 through September 30, 2021 in the amount of \$183,120 from your agency. U.S. Geological Survey contributions for this agreement are \$34,380 for a combined total of \$217,500. Please sign and return one fully-executed original to GS-W-OT_OTAdmin@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **September 1, 2020**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Gregory Stanton by phone number (512) 927-3558 or email gstanton@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Kandis Becher at phone number (682) 316-5051 or email at kkbecher@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Timothy H. Raines

Timothy H. Raines
Director

Enclosure
21SJFATX023000 (1)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000484
Agreement #: 21SJFATX023000
Project #: SJ009ME
TIN #: 75-6000440

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2020, by the U.S. GEOLOGICAL SURVEY, Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Abilene party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$34,380 by the party of the first part during the period
October 1, 2020 to September 30, 2021
- (b) \$183,120 by the party of the second part during the period
October 1, 2020 to September 30, 2021
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs,
in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be
determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters
between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

City of Abilene
21SJFATX023000

Site Information

Description	Code	Units	Diff. Factor	USGS Funds	Customer Funds	Total
001: SURFACE WATER DATA COLLECTION						
Site: 08083230 Clear Fk Brazos Rv nr Noodle, TX						
Full Range Streamflow Station	QCONT	1.00	1.00	\$4,140	\$11,760	\$15,900
			Site Totals:	\$4,140	\$11,760	\$15,900
Site: 08083270 Lk Abilene nr Buffalo Gap, TX						
Reservoir Elevation	RES-E	1.00	1.00	\$0	\$6,550	\$6,550
			Site Totals:	\$0	\$6,550	\$6,550
Site: 08083420 Cat Claw Ck at Abilene, TX						
Full Range Streamflow Station	QCONT	1.00	1.00	\$5,580	\$10,320	\$15,900
			Site Totals:	\$5,580	\$10,320	\$15,900
Site: 08083480 Cedar Ck at IH 20, Abilene, TX						
Full Range Streamflow Station	QCONT	1.00	1.00	\$5,580	\$10,320	\$15,900
			Site Totals:	\$5,580	\$10,320	\$15,900
Site: 08084000 Clear Fk Brazos Rv at Nugent, TX						
Full Range Streamflow Station	QCONT	1.00	1.00	\$5,580	\$10,320	\$15,900
			Site Totals:	\$5,580	\$10,320	\$15,900
Site: 08084100 Deadman Ck nr Nugent, TX						
Discharge Measurement	QMEAS	9.00	1.00	\$0	\$4,200	\$4,200
			Site Totals:	\$0	\$4,200	\$4,200
Site: 08084200 Clear Fk Brazos Rv at Lueders, TX						
Full Range Streamflow Station	QCONT	1.00	1.00	\$0	\$15,900	\$15,900
Rain Gage Publication	RSTPUB	1.00	1.00	\$0	\$3,000	\$3,000
			Site Totals:	\$0	\$18,900	\$18,900
Site: 08084300 Clear Fk Brazos Rv at Krooked Lodge nr Lueders, TX						
Discharge Measurement	QMEAS	9.00	1.00	\$0	\$4,200	\$4,200
			Site Totals:	\$0	\$4,200	\$4,200
Site: 08083460 Kirby Lake at Abilene, Texas						
Reservoir Elevation	RES-E	1.00	1.00	\$0	\$6,550	\$6,550
			Site Totals:	\$0	\$6,550	\$6,550
SURFACE WATER TOTAL:				\$20,880	\$83,120	\$104,000

003: WATER QUALITY DATA COLLECTION

Site: 08084000 Clear Fk Brazos Rv at Nugent, TX

Periodic Sample Collection and Processing	WQSPER	9.00	1.00	\$3,375	\$13,875	\$17,250
Suspended Sediment Concentration	WQSSC	9.00	1.00	\$0	\$515	\$515
Pheophytin A and Chlorophyll a	LC3152	9.00	1.00	\$0	\$1,910	\$1,910
Total Organic Carbon	LC3211	9.00	1.00	\$0	\$615	\$615
Majory Inorganic Ions	S1022	9.00	1.00	\$0	\$1,600	\$1,600
Nutrients: Total and Fractions of Nitrogen and Phosphorus	S2711	9.00	1.00	\$0	\$1,485	\$1,485
Site Totals:				\$3,375	\$20,000	\$23,375

Site: 08084100 Deadman Ck nr Nugent, TX

Periodic Sample Collection and Processing	WQSPER	9.00	1.00	\$3,375	\$13,875	\$17,250
Suspended Sediment Concentration	WQSSC	9.00	1.00	\$0	\$515	\$515
Pheophytin A and Chlorophyll a	LC3152	9.00	1.00	\$0	\$1,910	\$1,910
Total Organic Carbon	LC3211	9.00	1.00	\$0	\$615	\$615
Majory Inorganic Ions	S1022	9.00	1.00	\$0	\$1,600	\$1,600
Nutrients: Total and Fractions of Nitrogen and Phosphorus	S2711	9.00	1.00	\$0	\$1,485	\$1,485
Site Totals:				\$3,375	\$20,000	\$23,375

Site: 08084200 Clear Fk Brazos Rv at Lueders, TX

Periodic Sample Collection and Processing	WQSPER	9.00	1.00	\$3,375	\$13,875	\$17,250
Suspended Sediment Concentration	WQSSC	9.00	1.00	\$0	\$515	\$515
Pheophytin A and Chlorophyll a	LC3152	9.00	1.00	\$0	\$1,910	\$1,910
Total Organic Carbon	LC3211	9.00	1.00	\$0	\$615	\$615
Majory Inorganic Ions	S1022	9.00	1.00	\$0	\$1,600	\$1,600
Nutrients: Total and Fractions of Nitrogen and Phosphorus	S2711	9.00	1.00	\$0	\$1,485	\$1,485
Site Totals:				\$3,375	\$20,000	\$23,375

Site: 08084300 Clear Fk Brazos Rv at Krooked Lodge nr Lueders, TX

Periodic Sample Collection and Processing	WQSPER	8.00	1.00	\$0	\$13,875	\$13,875
Suspended Sediment Concentration	WQSSC	9.00	1.00	\$0	\$515	\$515
Pheophytin A and Chlorophyll a	LC3152	9.00	1.00	\$0	\$1,910	\$1,910
Total Organic Carbon	LC3211	9.00	1.00	\$0	\$615	\$615
Majory Inorganic Ions	S1022	9.00	1.00	\$0	\$1,600	\$1,600
Nutrients: Total and Fractions of Nitrogen and Phosphorus	S2711	9.00	1.00	\$0	\$1,485	\$1,485
Site Totals:				\$0	\$20,000	\$20,000

Site: 08085500 Clear Fk Brazos Rv at Ft Griffin, TX

Periodic Sample Collection and Processing	WQSPER	9.00	1.00	\$3,375	\$13,875	\$17,250
Suspended Sediment Concentration	WQSSC	9.00	1.00	\$0	\$515	\$515
Pheophytin A and Chlorophyll a	LC3152	9.00	1.00	\$0	\$1,910	\$1,910
Total Organic Carbon	LC3211	9.00	1.00	\$0	\$615	\$615
Majory Inorganic Ions	S1022	9.00	1.00	\$0	\$1,600	\$1,600
Nutrients: Total and Fractions of Nitrogen and Phosphorus	S2711	9.00	1.00	\$0	\$1,485	\$1,485
Site Totals:				\$3,375	\$20,000	\$23,375
WATER QUALITY TOTAL:				\$13,500	\$100,000	\$113,500

PROJECT	USGS FUNDS	CUSTOMER FUNDS	TOTAL COST
00160: SURFACE WATER	\$20,880	\$83,120	\$104,000
00360: WATER QUALITY	\$13,500	\$100,000	\$113,500
AGREEMENT TOTAL:	\$34,380	\$183,120	\$217,500

**Resolution Authorizing the City Manager to Execute
a Contract with United States Geological Survey
for Surface Water Data Collection Facilities.**

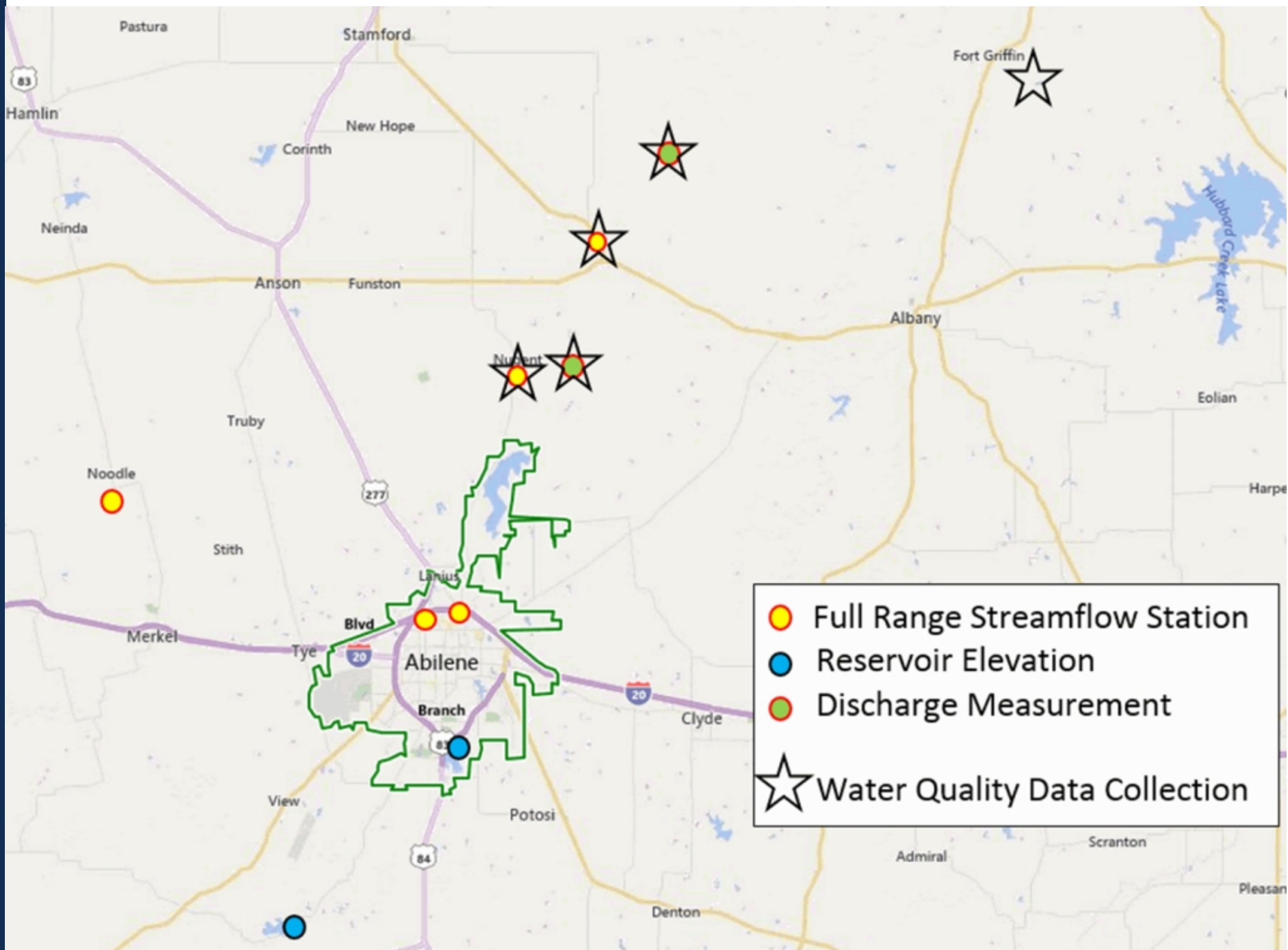


- Contract with United States Geological Survey.
- Contract amount of \$183,120.00.
- Contract period FY2021
- USGS and City of Abilene share the costs for installation, maintenance and operations of the gauging stations.



- The monitoring of discharges, stream flows, and water quality parameters is often necessary for obtaining and/or complying with discharge permits and water rights permits.
- Remote monitoring of stream flows and lake levels provides benefits to the City, especially during heavy rainfall events.
- Contract provides for the following:
 - Monitoring Streamflow at 5 sites
 - Reservoir Elevation at 2 sites
 - Discharge Measurement at 2 sites
 - Water Quality Data Collection at five sites.





USGS Monitoring Station Locations

**Resolution Authorizing the City Manager to Execute
a Contract with United States Geological Survey
for Surface Water Data Collection Facilities.**

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2068 to Raydon, Inc. for Briarwood and N. 3rd Alley Construction (Greg McCaffery)

GENERAL INFORMATION

This Project was advertised as a Public Notice on July 12, 2020 and on July 19, 2020 with a bid opening dated July 27, 2020. This contract involves the construction of a paved alley from Briarwood to N 3rd St. This contract also includes concrete dumpster pads and alley approaches.

As part of the Street Services Division overall street and alley maintenance there are some projects and activities that are deemed needing to be contractually improved upon, whereby the Briarwood Alley has been found to be one of these areas. This alley serves as the primary means for various commercial and multiple family businesses and uses, with over 9 open top solid waste containers being serviced multiple times per week. This has resulted in an increased amount of routine maintenance of the alley within its present gravel state. The improvements will minimize the routine maintenance of this area going forward by the Street Services staff.

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

SPECIAL CONSIDERATIONS

This project has a contract completion time of 20 working days (approx. 1 month, weather permitting)

FUNDING/FISCAL IMPACT

Funding for this project is allocated through Street Maintenance Funds (Street Services Division Materials).

STAFF RECOMMENDATION

Staff recommends based on the best value competitive bid an award to Raydon, Inc. for \$84,838.28.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution Briarwood Alley Proj Resolution
2. Signed_Briarwood & N 3rd Alley Contract (1)
3. CB2068 TABSHEET
4. Scope of Work
5. PROJECT LOCATION MAP
6. Rev_Briarwood alley ppt

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDED
BID TO RAYDON, INC. FOR BRIARWOOD AND N. 3RD ALLEY CONSTRUCTION**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the construction of an alley from Briarwood St. to N 3rd St. This contract also includes concrete dumpster pads and alley approaches; and

WHEREAS, the project involves the construction of an alley from Briarwood St. to N 3rd St.; and

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

Raydon, Inc., Breckenridge, Texas	\$84,838.28
Contract Paving Co. Inc., Tye, Texas	\$118,232.89
Bo Simon Inc., Canyon, Texas	\$214,003.00
Noables Road Construction Inc., Abilene, Texas	\$229,733.00; and

WHEREAS, Raydon Inc. submitted the best value bid in the amount of \$84,838.28 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Raydon Inc.

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

PART 1: That the City Council approves this bid in the amount of \$84,838.28.

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

ADOPTED this 13th day of August, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 13th day of August, 2020 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Raydon, Inc. of the City of Breckenridge, 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 --

BRIARWOOD AND N. 3RD ALLEY CONSTRUCTION

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 \$84,838.28 (Eighty-four thousand eight hundred thirty-eight dollars and twenty-eight 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:

Raydon, Inc.


Signature

Seth Shortes
Name - Typed or Printed

Vice President
Title - Typed or Printed

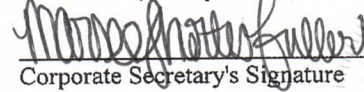
Business Address:

PO Box 671
Breckenridge, TX 76424

254-559-5012
Business Phone No.

75-2235384
Federal Tax I.D.#

ATTEST: (If Corporation)


Corporate Secretary's Signature

Corporate Seal
(if none, write "None") |



CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal: |

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

PAGE
1 OF 1

DEPARTMENT: ENGR
BID NO.: CB-2068
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: JULY 28, 2020

RAYDON, INC
BRECKENRIDGE, TX

CONTRACT PAVING
TYE, TX

BO SIMON, INC
CANYON, TX

BONTKE BROTHERS
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.	BRIARWOOD AND N. 3 RD ALLEY CONSTRUCTION				*84,838.28		118,232.89		214,003.00		229,733.00				
BASE BID					*84,838.28		118,232.89		214,003.00		229,733.00				
DISCOUNT															
TOTAL BID					*84,838.28		118,232.89		214,003.00		229,733.00				

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

This construction contract involves construction of a paved 16 foot alley from Briarwood to N. 3rd St. Along with the pavement of alley, numerous concrete dumpster pads will be build. The two alley approaches with also be removed and replaced using Fast Tract Concrete due to the timing of the Solid Waste pickup schedule.

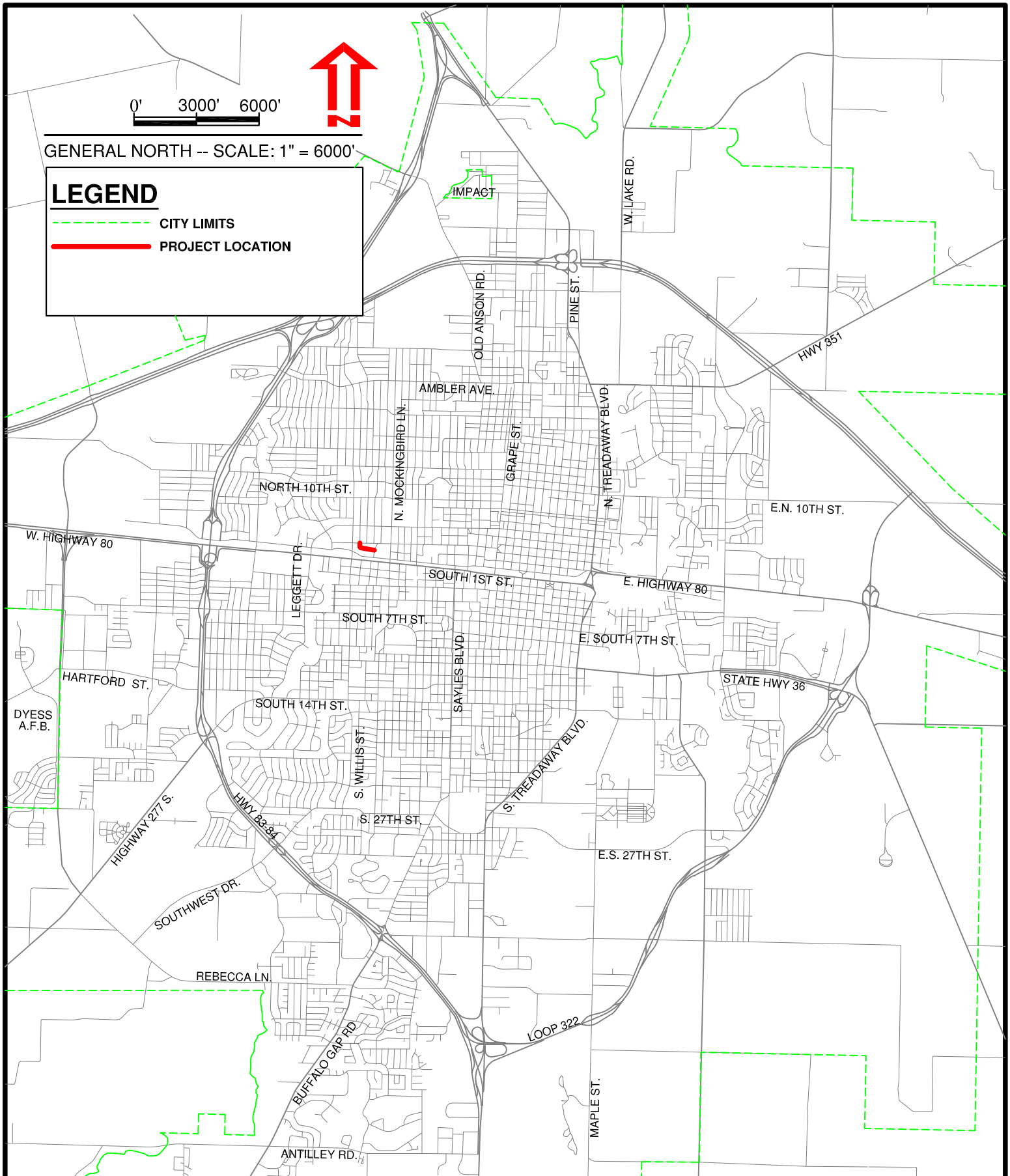
0' 3000' 6000'



GENERAL NORTH -- SCALE: 1" = 6000'

LEGEND

- CITY LIMITS
- PROJECT LOCATION



Sheet
1
of
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

BRIARWOOD AND N. 3RD ALLEY CONSTRUCTION

Designed By: C. THOMAS

Drawn By: T. MATTHEWS

Checked By: C. THOMAS

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:
Project Location Map

Date: JULY 2020

Agenda Item: Briarwood and N. 3rd Alley Construction

Resolution: Bid Award #CB-2068 Briarwood and
N. 3rd Alley Construction (*McCaffery*)

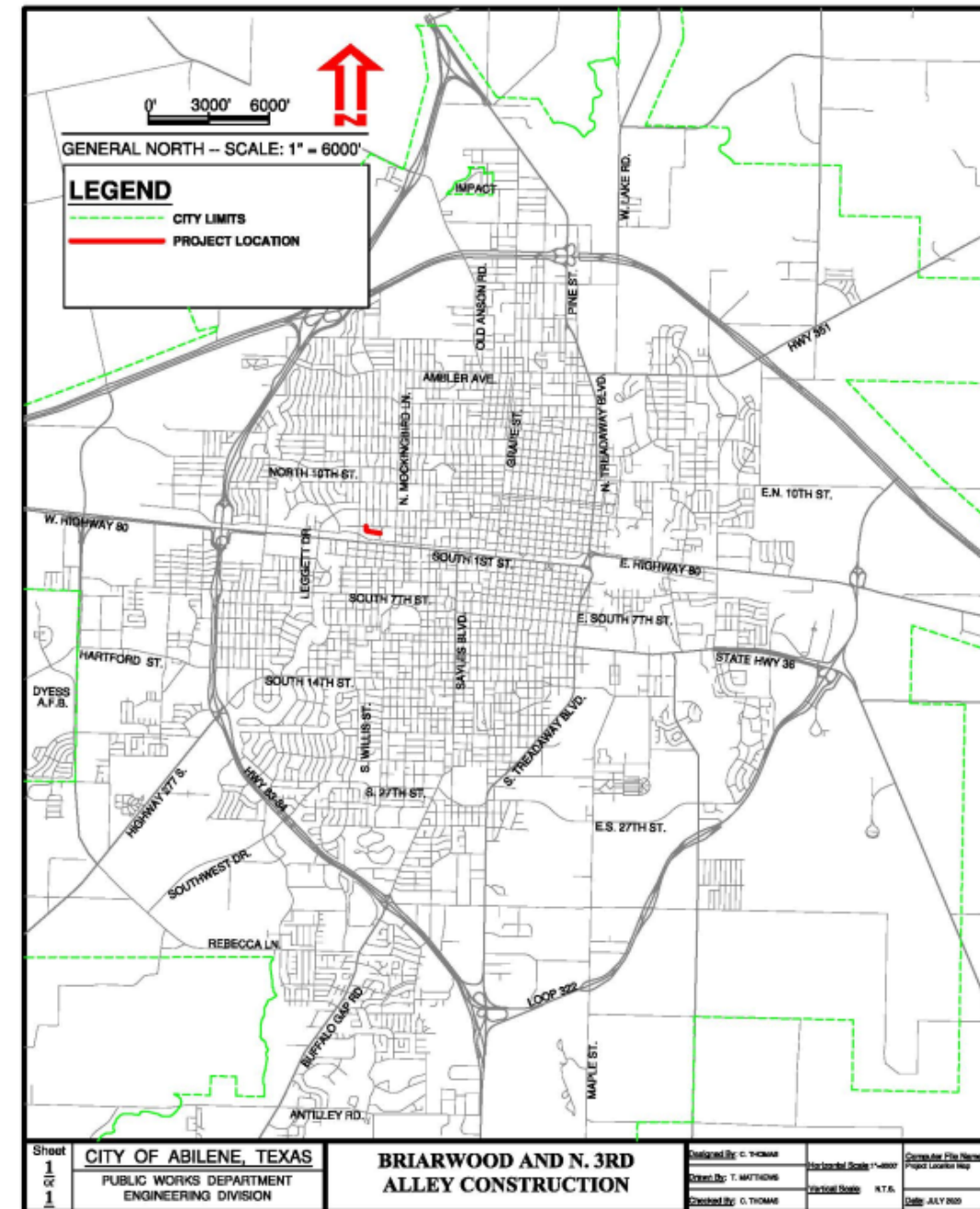


Project Location Map

Streets
Alley

From
Briarwood St.

To
N. 3rd St.



Agenda Item:

Briarwood and N. 3rd Alley Construction

- Construction Contract includes the construction of a paved alley from Briarwood to N 3rd St.
- Project Advertised July 12th 2020 & July 19th 2020, Bids Opened July 27th 2020.
- Four bids were received.
- The “Best Value” competitive bid method was used.
- Staff recommends award of contract to Raydon, Inc. in the amount of \$84,838.28.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Robert Hanna, City Manager

FROM: Cande Flores, Fire Chief

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on allowing the City Manager to execute a contract with Texas Fire Apparatus, LLC for the purchase of one Sutphen Custom Aerial Platform Truck. (*Chief Cande Flores*)

GENERAL INFORMATION

In 2019, the Fire Apparatus Replacement Plan was updated to include AFD fleet replacements through the year 2040. This plan called for the purchase of one (1) aerial platform (ladder truck) in 2021. This replacement plan was created to comply with recommendations outlined in NFPA Standard 1901 and to support the Class 1 Public Protection Classification (PPC) by the Insurance Service Office (ISO).

This purchase is for one (1) custom built Sutphen Aerial Platform Truck, not including additional equipment and tools. The purchase will be made through Texas Fire Apparatus. The total price for this ladder truck is \$1,261,528.40.

SPECIAL CONSIDERATIONS

This purchase will be made using HGAC pricing. This option confirms best pricing.

FUNDING/FISCAL IMPACT

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

The total used for this purchase is \$1,261,528.40.

STAFF RECOMMENDATION

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

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution-Aerial Platform Ladder Truck Purchase
2. PURCHASE AGREEMENT SP100
3. Abilene SP100 Proposal 8-3-2020
4. Texas Fire Apparatus Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH TEXAS
FIRE APPARATUS, LLC FOR THE PURCHASE OF ONE SUTPHEN CUSTOM AERIAL
PLATFORM LADDER TRUCK.**

WHEREAS, in 2019, the Fire Apparatus Replacement Plan was updated to include AFD fleet replacements through the year 2040; and

WHEREAS, this plan called for the purchase of one (1) aerial ladder truck in 2021; and

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

WHEREAS, this purchase is for one custom built Sutphen SP100 Custom Aerial Platform Ladder Truck, not including additional equipment and tools, and the purchase will be made through Texas Fire Apparatus; and

WHEREAS, the total price for this ladder truck is \$1,261,528.40; and

WHEREAS, the purchase will be made using HGAC pricing, and this option confirms best pricing; and

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

WHEREAS, this purchase is necessary to protect the public health and safety of City residents, and is not required to be competitively bid pursuant to Local Government Code Section 252.022(a) (2).

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

Part 1: The City Manager is hereby authorized to execute a contract with Texas Fire Apparatus, LLC for the purchase of one Sutphen SP100 Custom Aerial Platform Ladder Truck.

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

ADOPTED and approved by the City Council on the 13th of August, 2020.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney



TDMV License # P155052

311 US HWY 175, W. Suite B, Eustace, Texas 75124

1-877-FIRETRK (877-347-3875)

HGAC Contract #FS12-19

PURCHASE AGREEMENT

FOR

Sutphen SP100 Fire Apparatus

THIS AGREEMENT, made and entered into this _____ day of _____, 2020 by and between Texas Fire Apparatus LLC hereinafter called "TFA" representing Sutphen Corporation hereinafter called "Sutphen", and the City of Abilene "Abilene Fire Department" of Abilene, Texas hereinafter called "PURCHASER", in accordance Texas Department of Motor Vehicles Dealer requirements.

WITNESSETH:

1. PURCHASE: Purchaser hereby agrees to buy and TFA hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the TFA Proposal attached hereto and made a part hereof, and to deliver the same as hereinafter provided.
2. PAYMENT: Purchaser agrees to pay for said apparatus and equipment the total purchase base price of (\$1,280,604.06), Purchaser agrees to a 50% prepay (\$640,302.03) payable by Oct. 15th, 2020.
3. DELIVERY: The apparatus being purchased hereunder shall be delivered to Purchaser at Abilene Fire Department within approximately 15-17 months after the receipt of the purchase order.
4. WARRANTIES: Sutphen warrants the apparatus purchased according to the specifications presented by the corresponding Dealership. (2 year, or 30,000 miles)
5. NFPA COMPLIANCE: The SP100 shall be tested per NFPA #1901 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder will not be driven or used in any manner until it is paid for in full, provided, however, that if there are any minor shortages, Purchaser may withhold a sum equivalent to the retail purchase price of any equipment shortages at the time of delivery and may use the apparatus and equipment during this period.
6. DEFAULT: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Texas Fire Apparatus/Sutphen may take full possession of any and all apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by TFA/EVI.

7. PURCHASER WARRANTIES: With the signing of this agreement, Purchaser warrants that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.
8. ACCEPTANCE: This agreement shall not be binding until it is signed and approved by an officer of Texas Fire Apparatus LLC representing Sutphen.
9. TAXES, ETC.: The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to TFA. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.
10. INSURANCE: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft or collision and insuring against property damage and personal injury through the three (3) day delivery period or until acceptance by Fire Department.
11. GENERAL: This agreement and the TFA proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the TFA proposal attached hereto. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties and if such alteration, modification, amendment or changes are in reference any Sutphen Apparatus, then Sutphen must approve in addition. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Texas and the State of Ohio, (Sutphen). Exclusive jurisdiction and venue for any litigation at all related to this Agreement, directly or indirectly, based upon contract, tort, or other theory of law, shall lie in Henderson County, County Court of Law in Athens, Texas and or the County of jurisdiction in which Sutphen lies in Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by TFA, Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at TFA offices.

TEXAS FIRE APPARATUS LLC
By: Randy Harley
TFA Representative

PURCHASER
THE City of Abilene, Texas
By: _____
Title:

By

Title Owner/General Manager

Date

By

Title

Date



311 Hwy 175 W, Suite B. Eustace, Texas 75124
1-877-FIRETRK (877-347-3875)
TDMV License # P155052

August 3, 2020

Abilene Fire Department

Texas Fire Apparatus LLC is pleased to provide you with the following quote for a 2021 Sutphen Custom SP100 Aerial Platform.

Texas Fire Apparatus is the exclusive Sutphen Dealer for the State of Texas and provides mobile service and currently seeking to open service centers across the State very soon. We plan on being in the DFW, Houston, Abilene, Palestine, and South Texas Markets.

The following is proposed pricing for the unit.

2021 SP100 Aerial Platform as currently designed.	\$1,280,604.06
HGAC is included in this proposal - Contract number – FS12-19	
*Prepay Discount for 50% Prepay is as follows:	
Prepayment amount (50% = \$640,302.03)	
Deduct	-\$19,075.66
Total Cost after 50% Prepay discount	\$1,261,528.40

This proposal includes Four (4) Fire Department Members to travel to the plant for a prebuild, and Four (4) to a final to inspect the apparatus once completed. This proposal also includes necessary performance bond for prepayment if elected to take that option. Also noted in Specs is FMI allowance for compartment organization. This proposal also has a warranty for to (2) years or 30,000 miles. Department reserves the right to upgrade warranties up until Final Delivery. Prices can be provided for a 3,4 or even a 5 year Warranty.

Prices are as follows: 3 year – 40,000 miles additional \$2,671.44, 4 year – 50,000 mile additional \$5,342.86 and 5 years – 60,000 miles additional \$8,014.30.

*Prepay amount of \$640,302.03 will be allowed to be paid in October, with an August PO. We are glad to work with AFD and the City of Abilene.

We look forward to working with you and your team.

This Quote is good for 60 Days,

Please issue the PO as follows:

Texas Fire Apparatus LLC
311 Hwy 175 W. Suite B
Eustace, TX 75124 /
Sutphen Corporation
6450 Eiterman Road
Dublin, OH 43016

Regards,

Randy Harley
President/ General Manager
903-288-8907
Texas Fire Apparatus LLC.

Seth Thompson
Territory Sales Manager
325-665-9563
Texas Fire Apparatus LLC.

Texas Fire Apparatus

AFD Aerial Platform Ladder Truck Purchase

August 2020



LADDER 1

- 2002 Sutphen Aerial Platform
 - 18 Years Old
 - Purchase Price of \$795,000
- 95+ Length Ladder
- Tandem Axles
- 300-Gallon Water Tank
- 73,000 Miles
- 10,866 Hours



APPARATUS PURCHASE PLAN

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



AFD REPLACEMENT PLAN

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



SUTHPHEN AERIAL PLATFORM

- Sutphen SP100 Aerial Platform Ladder Truck
 - Monarch Chassis
 - 100-Foot Aerial Platform
 - Tandem Axles
 - Mid-Ship Mounted Pump
 - 500-Gallon Water Tank
 - Clean Cab Concept
- 10-12 Months to Construct
- Delivery Within 12-14 Months of Order Date



SUTPHEN SP100 AERIAL PLATFORM



PURCHASE DETAILS

- Total Purchase Price of \$1,261,528.40
- Funding comes from the Apparatus Replacement Fund
- HGAC Pricing



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Robert Hanna, City Manager

FROM: Stan Standridge, Police Chief

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City of Abilene to apply for the 2020 Justice Assistance Grant and Approving an Interlocal Agreement with Taylor County for distribution of the Grant funds (Stan Standridge)

GENERAL INFORMATION

On an annual basis, the Police Department applies for the Justice Assistance Grant (JAG). The JAG program is the leading source of federal justice funding to state and local jurisdictions. The JAG Program provides local governments with critical funding necessary to support a range of program areas including law enforcement.

The City of Abilene (Abilene Police Department) will share this grant with Taylor County via an Interlocal Agreement. The entire award amount is \$40,146, which will be split equally between the two entities.

If awarded, grant dollars will be used for equipment related to the Department's sUAS program, SWAT and helmets.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

There are no matching grant requirements.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020_Resolution Authorizing Police JAG Grant
2. 2020 MOU JAG County
3. 2020 JAG Grant Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE GRANT APPLICATION FOR THE 2020 JUSTICE ASSISTANCE
GRANT AND APPROVING AN INTERLOCAL AGREEMENT WITH TAYLOR
COUNTY FOR DISTRIBUTION OF THE GRANT FUNDS**

WHEREAS, The Abilene Police Department and the Taylor County Sheriff's Office are jointly applying for the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG Grant) in the amount of \$40,146; and

WHEREAS, the City and the County agree it is in their best interest to equally split the 2020 JAG Grant if awarded, thus giving each entity \$20,073; and

WHEREAS, the grant requires City Council approval of the grant and the application thereof; and

WHEREAS, there are no matching fund requirements;

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

PART 1: The City Council authorizes the City Manager to execute any grant documents to secure the 2020 Justice Assistance Grant.

PART 2: The City Council approves the Interlocal Agreement wherein the City of Abilene will equally distribute the JAG grant, if awarded, with the Taylor County Sheriff's Office.

PART 3: This Resolution is effective immediately upon adoption.

ADOPTED this 13th day of August, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

2020 INTERLOCAL AGREEMENT JAG GRANT

This Interlocal Agreement is made this the 1st day of October, 2020, between the City of Abilene ('the City') and Taylor County ('the County'), under the Texas Interlocal Cooperation Act.

WHEREAS, the Abilene Police Department and the Taylor County Sheriff's Office are jointly applying for the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG Grant) in an amount of \$40,146; and

WHEREAS, the City and the County agree it is in their best interest to equally split the 2020 JAG Grant if awarded; and

WHEREAS, this agreement is necessary to outline the term, rights, and duties of the parties as they relate to the acceptance and allocation of this grant.

NOW, THEREFORE, the City and County AGREE as follows:

Term of Agreement

This agreement shall begin on the date of last approval by the Abilene City Council and the Taylor County Commissioners Court, if required, and will continue for a period of four years or until the expiration of the grant, whichever occurs last.

Rights and Duties of the Parties

1. The City agrees to be the applicant and fiscal agent for the 2020 JAG funds grant and will pay the County a total of \$20,073, or 50%, of the allocated 2020 grant funds. The City will retain the remaining \$20,073, or 50%, of the allocated 2020 grant funds.
2. The City and County agree not to obligate or expend any grant funds until the grant is awarded by the US Department of Justice Office of Justice Programs and accepted by the City. In addition, any special conditions regarding when funds can be obligated must be met.
3. Any other payments made for the performance of governmental functions or services under this Agreement shall be made from current revenues available to the paying party.
4. Both the City and County agree to abide by all of the Special Conditions set forth in the Grant Award document which will be provided to the County upon receipt by the City and shall be considered part of this agreement for all purposes.

5. The County agrees it will allow periodic site visits by the City for the purpose of Programmatic Review to ensure grant compliance.
6. The Parties agree that the undersigned has been given the authority by the governing body to enter into this agreement.
7. The Parties agree that this document constitutes the entire agreement of the parties.

IN WITNESS WHEREOF, THE CITY AND THE COUNTY have entered into this agreement.

CITY OF ABILENE

COUNTY OF TAYLOR

Robert Hanna, City Manager

Downing Bolls, County Judge

2020 Justice Assistance Grant Application



2020 Justice Assistance Grant Application

- On an annual basis, the Police Department applies for the Justice Assistance Grant (JAG). The JAG program is the leading source of federal justice funding to state and local jurisdictions. The JAG Program provides local governments with critical funding necessary to support a range of program areas including law enforcement.
- The City of Abilene (Abilene Police Department) will share this grant with Taylor County. The entire award amount is \$40,146, which will be split equally between the two entities.
- Monies will be used to support the sUAS program, SWAT, and purchase helmets.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Selection of a Primary Depository Bank (*Mike Rains*)

GENERAL INFORMATION

The City's current depository contract (with First Financial Bank) which had an initial term of May 1, 2015 until April 30, 2020, has expired,

In accordance with state law a local government may select a depository bank only after receiving applications from one or more banks, credit unions or savings associations. The depository contract term may not exceed five years.

An advertisement was published in the Abilene Reporter News on July 5, 2020 soliciting proposals from qualified depositories. Two requests for proposal were received on July 28, 2020.

Staff reviewed the submitted proposals and evaluated them based on (a) time deposit interest rates, (b) cost of service, (c) service availability, and (d) safety and creditworthiness of depository.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

No fees will be charged by First Financial Bank.

STAFF RECOMMENDATION

Staff recommends the selection of First Financial Bank as the City's primary depository.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Designating the Primary Bank Depository for the City of Abilene
2. Bank Depository RFP Criteria
3. Powerpoint - Resolution Designating a Primary Bank Depository

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
DESIGNATING FIRST FINANCIAL BANK, AS THE PRIMARY DEPOSITORY FOR BANKING
SERVICES**

WHEREAS, on July 5, 2020 the City of Abilene caused to be published in the Abilene Reporter News, a request for proposal soliciting Bank Depository Services for the City of Abilene for the designation of a primary bank depository for City funds in accordance with the Texas Local Government Code Annotated, Chapter 105, as amended; and

WHEREAS, the City Staff received two proposal submittals; and

First Financial Bank
BBVA Compass Bank

WHEREAS, the following criteria was used to determine the most advantageous proposal for the City of Abilene; (a) time deposit interest rates, (b) cost of service, (c) service availability, and (d) safety and creditworthiness of depository; and

WHEREAS, First Financial Bank provided the most advantageous proposal for the City of Abilene.

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

Part 1: That First Financial Bank is hereby designated as the primary bank depository for funds of the City for a term beginning September 1, 2020 and through August 31, 2025, provided however, that the administrative officials of the City are instructed to deposit such funds in such depository or other depositories so as to bring the best returns to the City, and are further instructed that it is not necessary nor is it the desire of the City Council to maintain any particular ratio or proportion of funds, nor any particular accounts in such depository or other depositories.

Part 2: That the Depository Contracts be and are hereby, in all things approved and the City Manager be and is hereby authorized to negotiate and execute said Contract for and on behalf of the City of Abilene.

Part 3: That this Resolution shall take effect immediately from and after passage.

ADOPTED this 13th day of August, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Bank Depository Request for Proposal Criteria
July 28, 2020
Proposal #CB-2066

		First Financial	BBVA
Bank Compensation			
	Targeted balance	n/a, no fees charged	Yes
	Fee	n/a, no fees charged	Yes
	Interest earnings/earnings credit rate	Based on 91 day t=bill, floor of .10% & cap of 3%	Bank's preferred rate + 5 bps, currently .37%
	Collateralization	Yes with maximum of \$30,000,000	Yes with maximum of \$30,000,000
	Bank Service Fees Estimate	\$0	Waived for first two months, estimated at \$3,500 per month
Depository Information			
	Parent Holding Company	First Financial Bankshares	BBVA USA Bancshares
	Local branches	5	2
	Annual audit	Yes	Yes
	Depository rating	5 stars	5 stars
	Designated contact	Yes	Yes
	References provided	Yes	Yes
	Timeline for implementation	0, current depository	Up to 30 calendar days
	Transition or retention incentive	no	\$2,500
Banking Services			
	Consolidated account w/sweep mechanism	Yes with zero balance accounts	Yes
	Automated cash management information	Yes	Yes
Deposit Services			
	Same day credit cutoff	Business hours other than remote or atm deposit	Business hours
	City where processing occurs	Abilene	Houston
Remote Deposit			
	Available	Yes	Yes
	References provided	Yes	Yes
Standard Disbursing Services		Yes	Yes
	Check & deposit images available online	Yes	Yes
Positive Pay			
	Checks	Yes	Yes, real-time
	ACH	Yes	Yes, real-time
Account Reconciliation		Yes	Yes
	Can be integrated?	Yes	Yes
Funds Transfer & Wire Services		Yes	Yes
Optical Imaging			
	CD Or Downloadable	Downloadable	Downloadable
Automated Clearinghouse (ACH) Services			
	Online	Yes	Yes
	Filters/Blocks	Yes	Yes
	Deadline for transmission	4:00pm	Generally, 6:00pm
Investment & Safekeeping Services		Yes, not available online	Yes, online
Collateral Requirements			

		First Financial	BBVA
	How often monitored	Daily	
	Increase available	Yes, with one days notice	Yes, with one days notice
	Cost	\$0	.15% on collateral in excess of \$30,000,000
Account Analysis		Yes	Yes
Monthly Statements		Yes, paper/downloadable	Yes, paper/downloadable
Overdrafts			
	Accounts aggregated	No, individual account	No, individual account
Stop Payments		Yes, verbal & online	Yes, verbal & online
Payroll Cards			
	Available	Yes	Yes
	References provided	Yes	Will provide if selected
Multilingual Customer Service		Yes	Yes
Optional Services			
	NSF represented as ACH	No	No
	Merchant services	Yes	Yes
	Purchasing cards	Yes	Yes
	Check Printing	No	Yes
	Company Bank Program	\$50 coupon for new personal WOW! Account	Workplace Solutions Program
Bank Suggested Optional Services			Image cash letter
			Spend net invoicing
			Electronic bill presentment and payment

Resolution Designating a Primary Bank Depository



Resolution Designating a Primary Bank Depository

- The City's current depository contract expired on April 30, 2020.
- Staff solicited qualified banks on July 5th in the Abilene Reporter News.
- Two depositories responded; First Financial Bank and BBVA Compass.
- Staff reviewed the submitted proposals and evaluated them based on (a) time deposit interest rates, (b) cost of service, (c) service availability, and (d) safety and creditworthiness of depository.
- Staff is recommending First Financial Bank to continue to be the primary depository bank for the City.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Printing Services Contract to Abilene Printing and Stationary Co (*Mike Rains*)

GENERAL INFORMATION

The City's current printing services contract was signed on April 18, 2016 and was for a one-year period with the option to extend for four additional years.

The City solicited proposals with advertisements published on March 8th and March 15th under RFP #CB-2045 for printing services with a due date of March 31, 2020.

Staff utilized the following criteria for determination of the most advantageous proposal for the City; (a) proposer's ability to print and deliver material as required, (b) performance on similar contracts, (c) completeness of the request for proposal, and (d) price.

The City received one proposal submission. After review of the proposal staff believes it meets all criteria for award of the contract.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding is included in the City's operating budgets.

STAFF RECOMMENDATION

Staff recommends awarding the contract to Abilene Printing and Stationery Co. to begin on September 1, 2020.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution Awarding Printing Services Contract
2. Abilene Printing & Stationery Contract 2020
3. Powerpoint - Resolution Awarding Printing Services Contract

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AWARDING
A CONTRACT FOR PRINTING SERVICES TO ABILENE PRINTING AND STATIONERY CO.**

WHEREAS, proposals were solicited for the City of Abilene Printing Services; and

WHEREAS, the contract will provide for printing services to the City of Abilene departments; and

WHEREAS, advertisements were published on March 8th and March 15th, 2020 in the Abilene Reporter News; and

WHEREAS, one vendor, Abilene Printing & Stationery Co., submitted a proposal; and

WHEREAS, the following criteria was used to determine the most advantageous proposal for the City of Abilene; (a) proposer's ability to print and deliver material as required, (b) performance on similar contracts, (c) completeness of the request for proposal, and (d) price; and

WHEREAS, Abilene Printing & Stationery Co. provided the most advantageous proposal for the City of Abilene.

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

Part 1: The City Council approves awarding the printing services contract to Abilene Printing & Stationery Co.

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

ADOPTED this 13th day of August, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



SERVICES CONTRACT

This contract, dated the 1st day of September, 2020, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Abilene Printing & Stationery Co. a corporation organized under the laws of the State of Texas ("Contractor").

The purpose of this Contract is to state the terms and conditions under which Contractor will provide printing services to the City during the term stated herein.

In consideration of the mutual promises contained in this Contract, City and Contractor agree as follows:

I. TERMS

Contractor must provide all services as described in Attachment A, which is incorporated by reference for all purposes within 365 calendar days after the effective date of this Contract.

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

The Contractor will furnish all materials and equipment necessary to perform the services agreed to under this Contract, which are to be supplied by the Contractor.

IV. TERMINATION

This agreement may be canceled or terminated by either party for (1) the other party's violation or failure to comply with any terms or conditions contained herein, or (2) upon the giving of sixty (60) days written notice by either party of the desire to terminate the same. Upon the termination of this agreement as provided herein, an accounting shall be made between the parties and payments made to the parties as provided for herein to the day of termination.

V. ASSIGNMENT

The Contractor 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.

VI. STATUS OF CONTRACTOR

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

VII. 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.

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.

"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.

IX. INSURANCE

A. GENERAL REQUIREMENTS

The Contractor agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Contractor is solely responsible for providing the required certificates of insurance. The City may terminate this agreement if the Contractor 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 Contractor 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 Contractor 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 shall:

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

C. TYPES AND AMOUNT OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
___ 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
___ 2. 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)
___ 3. 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)
___ 4. Professional Liability	\$500,000 combined single limit (per occurrence)
___ 5. See Addendum for Special Coverages and/or revisions	

X6. 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. NOTICE

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

City - ATTN: Mindy Patterson, Deputy City Manager
 PO Box 60
 Abilene, Texas 79604

Contractor - ATTN: Harlan Owen
 1274 N. 2nd Street
 Abilene, Texas 79601

XII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

Contractor, 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. Contractor must obtain all necessary permits and licenses required in completing the work contracted for in this agreement.

XIII. NO INDEBTEDNESS

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 and interest. Contractor 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.

XIV. 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.

XV. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVI. 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.

XVII. 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 Service Contractor 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 Service Contractor 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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 have entered into this agreement as of the date written above.

CITY OF ABILENE

By: Robert Hanna

Title: City Manager

SERVICE CONTRACTOR

By:  Harlan Owen

Title: President

Address:

1274 North 2nd St.

Abilene, Texas 79601

Phone Number:

(325) 677-2673

Federal Tax ID #: 75-0101560

ATTEST:

City Secretary

APPROVED:

City Attorney

ATTEST: (If Corporation)


Corporation's Secretary

Corporate Seal (If available):

**PRINTING SERVICES
ATTACHMENT A
SCOPE OF SERVICES
RFP #CB-2045**

Scope of Work

The work under this proposal shall consist of the items or services contained in the Request for Proposal, including all materials, equipment, labor, and all other items necessary to complete said work in accordance with the contract document. The successful proposer will provide printing services to departments throughout the City.

Typical jobs will include but not be limited to: letterhead, envelopes, post cards, invitations, newsletters, fliers, posters, brochures, carbonless forms, books, forms, etc.

Approximately eighty-five percent (85%) of the work will be printed with black ink and the finished printing on stock that is 8-1/2" x 11" or smaller. Choice of paper stock, ink, color, bindery and finish services to be provided by successful proposer will include cutting, folding, collating, stapling, drilling, padding and GBC punch and binding.

Performance Standards

A printing order form will be developed and provided by the successful proposer to all City departments for the purpose of ordering printing services. All cost of these forms shall be borne by the successful proposer. Order forms shall indicate a Routine Work Request, Priority Work Request and Emergency Work Request. Each order shall be packaged separately.

Jobs may have one or more originals, be one sided or duplexed, have index cover front and back and require inserts or dividers, some with image, some blank. Copies must be as good as the original.

When possible, quality offset work is preferred for black and white and colored jobs where normal resister and good work are contemplated. Such jobs are produced from uniform copy and may have medium lines and drawings, medium screen halftones and other screens, medium-size reverse and solid areas and light areas of color to print one over the other. Metallic ink and process work are not generally included. Paper and bindery operations should be in keeping with all other operations.

The successful proposer shall provide printing services in a professional manner. If the City determines, through the evaluation process, that the successful proposer is not operating in accordance with the terms and conditions of the contract, the City will provide written notice to the successful proposer directing correction of the deficiency.

The City logo must be used for official business only. The use of the logo for unofficial business is prohibited. **The colors of the official logo is PMS 185, PMS 285 and white.**

The successful proposer must be able to provide competent sales representatives (field and inside customer services) who will be available to service the City account during working hours, Monday through Friday. Such representatives must be knowledgeable about the requested services and quickly resolve any order and/or invoicing problem. All proposers must be subject to inspection of their facility and equipment. The proposer must have facilities in place so that by viewing the facility, the City may assess the proposer's ability to meet proposal requirements. The successful proposer must be able to make allowances for after-hour services, if necessary, to complete rush jobs. No invoice overtime charges will be accepted by the City.

Work Requests

A Routine Work Request is a work request which requires completion within four (4) workdays from time of receipt.

A Priority Work Request is a work request which requires completion within 24 hours from time of receipt.

An Emergency Work Request is a work request which requires an immediate turnaround time on the same day of receipt of order by the Contractor. These can include all manner of printing or copying and may include such things as collating hand inserts, tabs, binding, etc.

The ordering department has authority to place or authorize priority and emergency work.

If for any reason the Contractor fails to timely deliver the services required by the City, the City may secure such service elsewhere by whatever means it deems expeditious under the circumstances, and in such event, the actual expense incurred by the City to cover the default of the Contractor shall be paid by the Contractor to the City upon demand. Additionally, at the City's election, the contract may be immediately terminated by reason of material default of Contractor. In any event, Contractor shall be liable to the City for all damages suffered by the City by reason of the material breach.

On occasion, services may be required to support a departmental request outside the normal duty hours. The successful proposer must be flexible to such needs and requests.

Equipment & Supplies

The successful proposer will produce work with their equipment and resources.

In addition, the successful proposer will provide all supplies necessary for printing services (i.e., toner, developer, fuser agent, staples, paper and glue for padding) at no additional cost to the City.

Pricing

Pricing for all jobs must include complete charges (negatives, plates, paper, ink, staples, etc.) in the unit cost quoted on the Proposal Form (Attachment B). Color copying must be available using black, red, blue and yellow color ink. Originals provided by City departments to the successful proposer for printing or copying will be "camera-ready."

Pricing for copying must be expressed as a cost per copy and shall include black and white and color copying. A two-sided copy will be considered as two copies.

Pricing for developing specifications for four-color processes must be expressed as an hourly rate.

A surcharge, if any, to Routine Work Requests for Priority and Emergency Work Requests shall be expressed on the Proposal Form, Attachment B as a percentage of price for Routine Work Requests.

Proposal will be awarded to one contractor or vendor.

The contract shall be for a term of one (1) year beginning on the date the contract is executed. The City and the Contractor may, upon mutual consent extend the contract for up to four (4) additional one (1) year terms, under the same terms and conditions.

The City reserves the right to cancel the contract upon thirty (30) days written notification for failure to supply the required materials or failure to meet delivery schedules. The Contractor will be notified in writing of any discrepancies in quality or services and given an opportunity to correct said discrepancies prior to cancellation. Continued discrepancies will be grounds for cancellation.

Award of Contract / Evaluation

The contract will be awarded to the responsible proposer whose proposal is determined to be the most advantageous to the City considering the following evaluation factors, listed in their relative order of importance and weighted for scoring.

- | | | |
|----|--|--------|
| 1. | Proposer's ability to print and deliver material as required | 50 pts |
| 2. | Performance on similar contracts | 25 pts |
| 3. | RFP Completeness | 10 pts |
| 4. | Price | 15 pts |

Proposal Response Requirements

Each proposal shall be responsive to the requests for information in this RFP and shall be sufficiently detailed and contain all information necessary for complete evaluation.

**CITY OF ABILENE
PRINTING SERVICES
RFP #CB-2045**

PROPOSAL FORM – ATTACHMENT B

DESCRIPTION	ROUTINE WORK REQUEST (4 DAYS) DELIVERY	SURCHARGE FOR PRIORITY WORK REQUEST (24 HR) DELIVERY	SURCHARGE FOR EMERGENCY WORK REQUEST (SAME DAY) DELIVERY
20# WHITE 8.5"x11"	\$.04 per copy	0 %	0 %
20# WHITE 8.5"x14"	\$.05 per copy	0 %	0 %
20# COLOR 8.5"x11"	\$.05 per copy	0 %	0 %
20# COLOR 8.5"x14"	\$.06 per copy	0 %	0 %
20# WHITE 3-HOLE PUNCHED, 8.5"x11"	\$.05 per copy	0 %	0 %
110# WHITE INDEX 8.5"x11"	\$.08 per copy	0 %	0 %
110# COLOR INDEX 8.5"x11"	\$.09 per copy	0 %	0 %
60# WHITE OFFSET 8.5"x11"	\$.05 per copy	0 %	0 %
60# BRIGHT COLOR 8.5"x11"	\$.06 per copy	0 %	0 %
LETTERHEAD PAPER, CREAM (500 PER BX)	\$.09 per copy	0 %	0 %
LETTERHEAD PAPER, WHITE (500 PER BX)	\$.09 per copy	0 %	0 %
LETTERHEAD #10 ENVELOPES, CREAM (500 PER BX)	\$.15 per copy	0 %	0 %
LETTERHEAD #10 ENVELOPES, WHITE (500 PER BX)	\$.15 per copy	0 %	0 %
LETTERHEAD #10 WINDOW ENVELOPES, WHITE (500 PER BX)	\$.16 per copy	0 %	0 %
2-PART NCR SUPERIOR 8.5"x11"	\$.12 per copy	0 %	0 %
2-PART NCR SUPERIOR 8.5"x14"	\$.14 per copy	0 %	0 %
3-PART NCR SUPERIOR 8.5"x11"	\$.12 per copy	0 %	0 %
3-PART NCR SUPERIOR 8.5"x11"	\$.15 per copy	0 %	0 %
4-PART NCR SUPERIOR 8.5"x11"	\$.07 per copy	0 %	0 %
4-PART NCR SUPERIOR 8.5"x14"	\$.15 per copy	0 %	0 %
BINDING	\$ 1.25 per copy	0 %	0 %

DESCRIPTION	ROUTINE WORK REQUEST (4 DAYS) DELIVERY	SURCHARGE FOR PRIORITY WORK REQUEST (24 HR) DELIVERY	SURCHARGE FOR EMERGENCY WORK REQUEST (SAME DAY) DELIVERY
CUTTING	\$.02 per copy	0 %	0 %
FOLDING	\$.05 per copy	0 %	0 %
COLLATING	\$.10 per copy	0 %	0 %
DRILLING	\$.02 per copy	0 %	0 %
STAPLING	\$.02 per copy	0 %	0 %
PADDING	\$.05 per copy	0 %	0 %
GBC PUNCH & BIND	\$ 1.75 per copy	0 %	0 %
ADD'L RATE - 2 COLOR COPYING	\$.28 per copy	0 %	0 %
ADD'L RATE - 3 COLOR COPYING	\$.28 per copy	0 %	0 %
ADD'L RATE - 4 COLOR COPYING	\$.28 per copy	0 %	0 %

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms there stated and in strict accordance with the specifications of the proposal, all of which are made part of this offer.

Company Name Abilene Printing & Stationery Co.
Address 1274 No. 2nd St. City, State & Zip Abilene, Tx 79601
Phone 325-677-2673 Fax 325-675-6963
Email info@abileneprinting.com
Harlan Owen Date 3-31-2020
Authorized Representative - Signature
Harlan Owen
Authorized Representative - Print

Addendums Received _____

Delivery 3 Days Payment Terms Net 30

ATTACHMENT C

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, or TWCC-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 contractors'/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 contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, 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 Contractor 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 contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor 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. Contractor 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 Contractor, 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 Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor, 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 Contractor:

(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 Contractor is representing to the City that all employees of the Contractor 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 Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

(End of Document)

Resolution Awarding Printing Services Contract



Resolution Awarding Printing Services Contract

- The City's current printing services contract was signed on April 18, 2016 and included a one-year period with the option to extend for an additional four (4) one-year periods.
- The City solicited proposals with advertisements in the Abilene Reporter News on March 8th & 15th.
- One proposal was received from Abilene Printing & Stationery Co.
- Staff utilized the following criteria for determination of the most advantageous proposal for the City; (a) proposer's ability to print and deliver material as required, (b) performance on similar contracts, (c) completeness of the request for proposal, and (d) price.
- Staff is recommending award of the contract to Abilene Printing & Stationery Co. for a one-year period beginning on September 1, 2020 with the option to extend for four (4) additional years.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Honorable Mayor and City Council Members

FROM: Robert Hanna, City Manager

SUBJECT: **10. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Revised 2019-2024 Meet and Confer Agreement between the City of Abilene and the Abilene Police Officers' Association (*Robert Hanna*)

GENERAL INFORMATION

On August 22, 2019, the City Council approved the Meet and Confer Agreement between the City of Abilene and the Abilene Police Officers' Association for the fiscal years 2019-2020, 2020-2021, 2021-2022, 2022-2023, and 2023-2024.

The City of Abilene and the Abilene Police Officers' Association have negotiated a Revision to that Meet and Confer Agreement.

The proposed Revised agreement has been ratified by a majority of the membership of the Abilene Police Officers' Association.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends ratification of the Revised Meet and Confer Agreement.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution REVISED Police Meet & Confer Agreement
2. REVISED redline 2019-2024 Police Meet and Confer Agreement August 2020
3. PD Meet & Confer PPT

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO
APPROVE THE REVISED 2019-2024 MEET AND CONFER AGREEMENT BETWEEN
THE CITY OF ABILENE AND THE ABILENE POLICE OFFICERS' ASSOCIATION**

WHEREAS, Texas Local Government Code section 142 provides for the meet and confer process; and

WHEREAS, on August 22, 2019, the City Council approved the Meet and Confer Agreement between the City of Abilene and the Abilene Police Officers' Association for the fiscal years 2019-2020, 2020-2021, 2021-2022, 2022-2023, and 2023-2024; and

WHEREAS, the City of Abilene and the Abilene Police Officers' Association have negotiated a Revision to that Meet and Confer Agreement; and

WHEREAS, the proposed Revised agreement has been ratified by a majority of the membership of the Abilene Police Officers' Association.

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

Part 1: That the City Council of the City of Abilene, Texas hereby ratifies the Revised meet and confer agreement between the City of Abilene and the Abilene Police Officers' Association for the fiscal years 2019-2020, 2020-2021, 2021-2022, 2022-2023, and 2023-2024.

Part 2: That this resolution becomes effectively immediately.

ADOPTED this 13th day of August, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

REVISED

MEET AND CONFER AGREEMENT

BETWEEN

THE CITY OF ABILENE

AND

THE ABILENE POLICE OFFICERS' ASSOCIATION

FOR FISCAL YEARS 2019-2020, 2020-2021, 2021-2022, 2022-2023, & 2023-2024

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DEFINITIONS

1. "Agreement" means the Meet and Confer Agreement entered between the Abilene Police Officers Association and the City of Abilene.
2. "Association" means the Abilene Police Officers' Association, its elected leaders and its collective membership.
3. "City" means the City of Abilene, its mayor, city council members, city manager, police chief and those persons designated by the City of Abilene to manage the city and its police department.
4. "CLEAT" means the Combined Law Enforcement Associations of Texas.
5. The term "commission" means the City of Abilene Firefighters' and Police Officers' Civil Service Commission.
6. The term "day" or "days" shall mean calendar days unless otherwise specified.
7. The term "Department" means the Abilene Police Department.
8. The term "Department head" means the Chief of the Abilene Police Department, his or her designee, or an acting Chief of the Abilene Police Department.
9. The term "director" means the Director of the City of Abilene Firefighters' and Police Officers' Civil Service Commission.
10. The term "dues" means the cost of membership in the Association and CLEAT.
11. The term "local rules" means the Local Rules and Regulations promulgated by the City of Abilene Firefighters' and Police Officers' Civil Service Commission.
12. The term "officer" means a police officer employed by the Police Department of the City of Abilene.
13. "Parties" means the City of Abilene and the Abilene Police Officers' Association and "Party" means the City of Abilene or the Abilene Police Officers' Association.
14. "TLGC" means the Texas Local Government Code.

ARTICLE 1

AUTHORITY AND RECOGNITION

The City and the Association have voluntarily met and reached agreement on the conditions set out in this Agreement pursuant to the provisions of the TLGC, Chapter 142 et seq., Subchapter B.

To the extent that this Agreement is in conflict with or changes TLGC, Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provision. This preemption provision is authorized by section 142.067 of the TLGC, and the Parties have agreed expressly that each and every provision involving or creating such a conflict shall have the effect of superseding the statutory standard or result which would otherwise obtain, in the absence of this Agreement. This provision is of the essence to the bargain and Agreement which has been reached.

The City recognizes the Association as the sole and exclusive bargaining agent for the covered officers described in the petition for recognition, excluding the head of the law enforcement agency and excluding the employees exempt under Subsection (b) of section 142.058, in accordance with Subchapter B of Chapter 142 TLGC and the petition. The Parties understand and agree the provisions of this Agreement do not extend to officers outside of the Department including, but not limited to, the Chief Marshal, the City Marshal(s), the Bailiff(s)/Deputy Marshal(s), the Lake Patrol Officer(s), or the Environmental Enforcement Officer(s), or the Code Compliance Manager(s) except as otherwise provided in the Agreement in Article 2.

The Parties' philosophy centers around the City of Abilene's Mission Statement that "We work together to build and maintain a community of the highest quality for present and future generations." Consistent with that philosophy, the Association seeks to enforce, protect and enhance the rights and benefits of its members and to assure a better quality of life for its members and the citizens of Abilene through proactive community involvement.

To fulfill the Parties' mission, the City and Association intend to enhance the quality of life in the City of Abilene by working cooperatively with the public and serving our citizens within the framework of the United States Constitution to enforce the laws, provide a safe environment and reduce the fear of crime. The Parties focus on the common positions and perspectives as a means to meet their philosophy and goal and by doing so, the Parties demonstrate team spirit, continuous improvement, responsiveness, integrity and individual worth as they work together for the community. The Parties seek to have a collaborative process by which they communicate with each other and with the community to keep the community informed about its Police Department consistent with the Parties' mission and values.

ARTICLE 2

DUES DEDUCTION

Section 1. Dues Check Off

- (a) If a peace officer, as defined by Article 2.12, Code of Criminal Procedure, requests in writing the payment of membership dues to a bona fide employees' association, including CLEAT, named by the peace officer, the City shall deduct the dues from the peace officer's monthly salary or wages. A peace officer's request must: (1) be set out in a form prescribed and provided by the City's Human Resources Department; (2) state the amount to be deducted each month, and; (3) direct the City's Human Resources Department to transfer the deducted funds to the designated employees' association, by either check or electronic direct deposit.
- (b) The dues deduction for CLEAT shall be remitted promptly to the Administrative Office of CLEAT located in Austin, Texas.
- (c) Other: During the term of this Agreement, the City agrees that it will not authorize payroll deduction of dues or fees for any other organization that purports to represent Abilene police officers in employment matters.
- (d) Sections 141.008(d) and 141.008(e) of the Texas Local Government Code shall apply to a deduction request under this article. This article supersedes section 141.008(a-2)(B) to the extent it conflicts with this article.
- (e) This article applies to the Chief Marshal, the City Marshal(s), the Bailiff(s)/Deputy Marshal(s), the Lake Patrol Officer(s), the Environmental Enforcement Officer(s), and the Code Compliance Manager(s).

Section 2. Indemnification

THE ASSOCIATION SHALL DEFEND THE PROVISIONS OF THIS ARTICLE ON BEHALF OF BOTH PARTIES, AND SHALL INDEMNIFY THE CITY AND HOLD IT HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS OR OTHER FORMS OF LIABILITY THAT MAY ARISE OUT OF, OR BY REASON OF, ANY ACTIONS TAKEN BY THE CITY INCLUDING THE CITY'S SOLE NEGLIGENCE OR CONCURRENT NEGLIGENCE FOR ANY PURPOSE OF COMPLYING WITH PROVISIONS OF THIS ARTICLE. THE ASSOCIATION SHALL BE ENTITLED TO SELECT AND DIRECT COUNSEL FOR SUCH DEFENSE, BUT SHALL REASONABLY COOPERATE WITH COUNSEL DESIGNATED BY THE CITY ATTORNEY TO PARTICIPATE.

ARTICLE 3

CATASTROPHIC LEAVE

An officer may donate vacation leave or sick leave, as defined herein, to a fellow officer for catastrophic leave once the recipient officer has exhausted all his/her paid leave. An officer may donate sick leave only to the extent that the officer's sick leave accrual exceeds 720 hours.

A maximum of forty (40) hours per donor officer may be donated to the recipient officer.

The total hours of the recipient's paid leave and any donation of time to the recipient is limited to 1040 hours, up to 2080 hours with approval of the Department head.

The definition of "catastrophic leave" and approval process for catastrophic leave shall be governed by City Policy C-4, Catastrophic Leave.

ARTICLE 4

HIRING

Section 1. Select Application of Chapter 143 procedures

In adopting this article, the parties agree to preempt the TLGC Chapter 143, Subchapter B Classification and Appointment procedures Sections 143.021, 143.023, 143.024, 143.025, 143.0251, 143.026, and 143.027 except as stated in this article. In preempting Chapter 143, the parties recognize the need for more flexibility in the hiring process to meet the needs of the Department and believe it improves the selection process and provides candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the Department. Further, this article preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or the commission.

Section 2. Classification

(a) Classification under TLGC Section 143.021 (a)-(b)-(c) shall apply, except that an existing or future position or classification may be filled only according to the Department's hiring process and not from a written examination under Chapter 143 of the TLGC.

(b) The Parties agree that temporary officers are not civil service classified employees, are not covered by Chapters 141, 142 or 143 of the TLGC, are not afforded the rights or protections under this Agreement, and are not covered by Government Code Section 614. Temporary officers' pay and benefits will be determined by City policies applicable to other non-civil service temporary employees. Temporary officers are limited to 1,000 hours per year and will not be assigned for secondary employment (as defined by SOP 4.20.02) except in emergency situations determined by the Department head.

Section 3. Definition of Vacant Position

For purposes of this article, vacant position shall mean a vacant position in the Police Officer classification.

Section 4. Physical Requirements and Examination

The physical requirements and physical/mental examinations under TLGC Section 143.022 shall apply to fill vacant positions in the Department.

Section 5. Eligibility for Vacant Positions

The applicable eligibility requirements under TLGC Section 143.023 (c), (e), and (f) shall apply, except a person is eligible to apply for a vacant position in the Department only if the person will be:

1. At least twenty-one (21) years old by the date of commission and not more than forty-five (45) years old at the time of hire; or
2. At least eighteen (18) year old, and: (a) have an associates' degree or at least sixty (60) semester hours of credit from an accredited college or university, or (b) have received an honorable discharge from the armed forces of the United States after at least two years of active service.

Lateral Entry Officers may be not more than fifty years of age at the time of hire.

Additionally, the person must meet minimum eligibility requirements for a Police Officer as outlined in the local rules.

Section 6. Reappointment After Resignation or Retirement

The commission shall adopt rules to allow a police officer who voluntarily resigns or retires from the Department to be reappointed to the Department at the sole discretion of the Department head.

Section 7. Procedure for Filling Vacant Positions

The commission shall adopt rules in accordance with this article and Chapter 143 provisions incorporated by this article to fill vacant positions through the Department's hiring process for entry-level applicants, lateral-entry applicants and reappointments.

(a) Eligibility list for entry-level applicants

The Commission shall adopt an entrance examination administered pursuant to TLGC 143.025. ~~An additional five (5) points shall be added to the examination grade of an applicant who served a minimum of two years of continuous service in the United States armed forces, received an honorable discharge or is still serving in the reserve forces, and made a passing grade on the examination.~~ An additional five (5) points shall be added on to the examination grade of an applicant who made a passing grade on the examination, and

1. Served a minimum of two years of continuous service in the United States armed forces, and
 - a. Received an honorable discharge, or
 - b. Is still active duty, or serving in the reserve forces or national guard; or
2. Has served a minimum of five years of continuous service in the reserve forces or national guard.

The score to be placed on the eligibility list for entry-level applicants shall be the applicant's score from the entrance exam. That score will be used to rank applicants on the initial entry-level eligibility list. The entry-level eligibility list will then be updated during the recruitment period once an applicant is scored by the oral interview board. The entry-level eligibility list shall expire during each police academy on a date to be determined by the Department head.

(b) Eligibility list for lateral applicants

The score to be placed on the lateral eligibility list for each lateral applicant shall be the applicant's score from the oral interview board. The lateral eligibility list will be updated once a lateral applicant is scored by the oral interview board. That score will be used to rank applicants on the lateral eligibility list, however, the Department head may give preference in selection to any person on the lateral eligibility list. The lateral eligibility list shall expire on a date to be determined by the Department head.

(c) Appointment to a Vacant Position

(i) To fill a vacant position in the Department the Department head shall request in writing from the commission, and the director shall certify to the Department head, the names of suitable persons from the entry-level eligibility list, lateral eligibility list and the reappointment list. From the names certified, the Department head may fill the vacant position by a reappointment as outlined in section 6, any lateral entry applicant, or the person having the highest score on the entry-level eligibility list.

(ii) If the Department head fills the vacant position with a person other than a reappointment, a lateral applicant, or the person having the highest score on the entry-level eligibility list, the Department head shall clearly set forth in writing the good and sufficient reason why the person having the highest score was not appointed.

(iii) The reason required by subsection (ii) shall be filed with the commission and a copy provided to the person having the highest score on the entry-level eligibility list.

Section 8. Probationary Period

(a) Applicable Probationary Periods

(i) Lateral Entry and Reappointed Former Officers

A certified peace officer appointed to a position in the Department through Lateral Entry or through a reappointment after resignation or retirement must serve a probationary period of no more than 12 months beginning on that person's date of employment, or re-employment as applicable, as a police officer or academy trainee for the Department.

(ii) Any Other Person Appointed to a Vacant Position

A person appointed to a vacant position in the Department through the hiring process, other than through a reappointment under section 6 or lateral entry, must serve a probationary period of 18 months beginning on that person's date of employment as a police officer, or academy trainee.

(b) During the officer's probationary period the officer may be discharged by the Department head without notice and/or without cause. An officer does not become entitled to protection against discipline or discharge by the provisions of the civil service law or this Agreement,

except upon completion of the officer's probationary period as stated in subsection (d) below. Upon successful completion of the probationary period, the officer shall be eligible for all rights under this Agreement. Upon the probationary officer becoming a commissioned peace officer, in instances of disciplinary actions against probationary officers, the Department head must comply with Texas Government Code Chapter 614.021 - .023.

(c) Membership in Employee Organizations

TLGC Section 143.027(c) shall apply.

(d) Civil Service Protection

A police officer who was appointed through the Department's hiring process and who serves the entire applicable probationary period automatically becomes a full-fledged civil service employee and has full civil service protection except as modified by this Agreement.

ARTICLE 5
PROMOTION

Section 1. Intent

Prior to entering this agreement, the Department adopted an alternative promotional system under section 143.035 of the TLGC and the Parties seek to improve upon the alternative promotional system in this Agreement. In adopting this article, the Parties agreed to implement a promotional system for the rank of Sergeant and Lieutenant within the Department that will be administered by supervisors of the Abilene Police Department. The parties believe administering the promotional system within the Department has improved the promotional process and provides promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the rank of Sergeant and Lieutenant.

Section 2. Promotional Process Design Committee

- (a) The purpose of the Promotional Process Design Committee shall be to develop the promotional process. This development shall consist of the creation of procedures, questions, and methods to be utilized for the promotional processes outlined in appendices A and B of this agreement.
- (b) The Promotional Process Design Committee shall consist of, at a minimum, two (2) representatives designated by Abilene Police Officer's Association and two (2) representatives designated by Police Administration. The representatives from the APOA must execute a statement waiving their right to promote to the target rank for the duration of the term of this Agreement. The Promotional Process Design Committee will be facilitated by a member of Police Administration and may access additional resources as needed/identified.
- (c) All members or participants in the Promotional Process Design Committee must execute a confidentiality agreement pertaining to the promotional process development, implementation and testing to maintain the integrity of the process.

Section 3. Eligibility for Promotion to Rank of Sergeant

An officer is not eligible for promotion to Sergeant Rank unless:

- (a) The police officer has served in the Department (including trainee status) for at least five (5) consecutive years before the date of the Written Examination component of the promotional process, ~~and~~; or
- (b) For a lateral police officer who has at least two (2) years of prior service in another department, the police officer has served in the Department for at least three (3)

consecutive years before the date of the Written Examination component of the promotional process; or

- (c) For a police officer who has been rehired, the police officer has been rehired for at least one (1) year and has served in the Department for at least five (5) cumulative years before the date of the Written Examination component of the promotional process; and
- (d) The police officer has successfully completed all components of the sergeant's promotional process.

Section 4. Promotion to Rank of Sergeant

- (a) The Sergeant's promotional procedure will consist of four (4) steps as set out in Appendix A to the Agreement to include:
 - 1. Written Examination
 - 2. Promotional Candidate Performance Review
 - 3. Oral Panel Review
 - 4. Assessment Exercises
- (b) Appendix A is incorporated as set forth fully herein and made a part of this Agreement. Appendix A may be amended by mutual agreement of a joint Labor/Management committee with approval from the commission. Each Party shall designate three (3) representatives to serve on a Labor/Management Committee. A minimum of four (4) members of the committee including two (2) from labor and two (2) from management must be present for a meeting to be held.

Section 5. Eligibility for Promotion to Rank of Lieutenant:

- (a) A Sergeant is not eligible for promotion to Lieutenant rank unless the Sergeant has served for at least two (2) consecutive years in the grade of Sergeant, and
- (b) The Sergeant has successfully completed all components of the Lieutenant's promotional process.

Section 6. Promotion to rank of Lieutenant

- (a) The Lieutenant's promotional procedure will consist of three (3) steps as set out in Appendix B to the Agreement to include:
 - 1. Promotional Candidate Performance Review
 - 2. Oral Panel Review
 - 3. Management Concepts Evaluation

- (b) Appendix B is incorporated as set forth fully herein and made a part of this Agreement. Appendix B may be amended by mutual agreement of a joint Labor/Management Committee with approval from the commission. Each Party shall designate three (3) representatives to serve on a Labor/Management Committee. A minimum of four (4) members of the committee including two (2) from labor and two (2) from management must be present for a meeting to be held.

Section 7. Effect and Term of an Eligibility List Created Under this Article

Any promotional eligibility list created under this article will take effect upon the expiration of any eligibility list in existence on the effective date of this Agreement. Any promotional eligibility list created under this article will have an effective term as outlined in Appendix A or B, as applicable.

Section 8. Fairness and Integrity

This section hereby adapts TLGC section 143.032 (g) and (h) to apply to the promotional process set forth in this article and Appendix A and B of the Agreement. The words “promotional examination” or “examination” in 143.032 (g) and (h) are hereby replaced with “promotional process”. The fairness and integrity of the promotional process is the responsibility of the commission, the director and each municipal employee involved in the preparation or administration of the promotional process.

Section 9. Statutory Override

This article and Appendix A & B to this Agreement supersede the following sections of the TLGC: section 143.031 to increase the requisite time of service before taking the Sergeant promotional examination; section 143.032 (a) through (f) to provide a Promotional Leadership Academy class to be administered by the Department as part of promotional process along with an assessment center to be administered by the Department as part of the promotional selection process, to provide for more flexibility for the timing of grading and to eliminate the written examination portion of the promotional process; section 143.033 to provide for the process set out in Appendix A & B; section 143.034 to provide for an assessment center and to preclude appeal of the assessment center; section 143.035 to provide for the adoption of Appendix A & B as the Department’s alternative promotional system; and section 143.036 to provide for the promotional process in accordance with this article and Appendix A & B and to establish the effective term of an eligibility list created under this article.

ARTICLE 6

PROTECTED RIGHTS OF OFFICERS FOR MAJOR COMPLAINTS

Section 1. Effect of Article

The following provisions shall apply to the administrative investigation of Major Complaints based on alleged misconduct by Department officers. To the extent of any conflict between this Agreement and the provisions of Chapter 143 of the Texas Local Government Code and provisions of Chapter 614 of the Texas Government Code, the provisions of this Agreement shall control. To the extent of any conflict between this Article and any other provision of this Agreement, this Article shall control.

Section 2. Definitions

In this Article:

- (a) The term “complaint” means any affidavit, written administrative referral, or other signed written document by the complainant setting forth allegations that form the basis of future allegations of misconduct against an officer and which serves as the basis for initiating an investigation.
- (b) “Major Complaint” means a complaint involving a deviation from the use of force policy resulting in serious bodily injury, criminal activity involving felony crimes, or death of any person in police custody.
- (c) The term “investigation” means an administrative investigation of a Major Complaint based on alleged misconduct by an officer that could result in disciplinary action.
- (d) The term “investigator” means an agent or employee of the Department or an Independent Investigator who participates in conducting an investigation.
- (e) The term “statement” means any written communication setting forth particulars or facts regarding the alleged misconduct under investigation.
- (f) The term “evidence” means statements, reports, records, recordings, documents, computer data, text, graphics, videotape, photographs, or other tangible forms of information, including a “complaint”.
- (g) The term “counsel/representative” means the officer’s attorney.

Section 3. Access to Complaining Party’s Original Statement of Complaint by Officers for Major Complaints

- (a) Not less than forty eight (48) hours before the officer who is the subject of a Major Complaint investigation provides a statement to an investigator, the officer shall be

provided a copy of the complaining party's original statement of complaint. The Department may omit the name and/or identity of the person making the complaint. In the event that the complaint(s) does not contain all allegations of misconduct under investigation the investigator must inform the officer in writing of the additional allegations being investigated. This section does not prohibit additional complaints being investigated if they arise during the investigation. After the Officer is advised in writing of his right to consult with an attorney, this 48 hour rule may be waived by the Officer in writing.

- (b) Before the officer who is the subject of a Major Complaint investigation provides a statement to an investigator, the officer and his representative shall be provided an opportunity to review any videotape, photograph, or other recording of the operative conduct or alleged injuries, if any, which is the subject of the allegations if such recording is within the possession or control of the Department.
- (c) An officer is entitled to a copy of his or her statement to the Internal Affairs Division at the time when the statement is finalized and signed by the officer, but the statement remains confidential in the hands of the officer pursuant to 143.089(g), Department policy, and orders of non-communication about internal investigations, except for consultations with his or her attorney.
- (d) Nothing in this Article shall be construed as requiring the Department to provide or make available for review by the officer or his representative any evidence from criminal investigations by the Department unless that evidence is a part of the Internal Affairs Division administrative file. No criminal investigation material that is part of the Internal Affairs Department case file can be released if a criminal investigation or judicial proceeding is pending or has been conducted unless required by law, court order or subpoena.
- (e) Neither the officer nor his representative will be permitted to make copies of any witness statements, audio tapes, photographic or videotape evidence reviewed, except as provided in Section 3(a).

Section 4. Confidentiality of Records and Misuse of Information

The access to records provided in Section 3 of this Article has been granted in exchange for the following agreements intended to insure confidentiality and to prevent retaliation or the threat of retaliation against any witness in an investigation:

- (a) Retaliation or the threat of retaliation by an officer, or by an individual at the direction of the officer, against the author of an Internal Affairs statement is strictly prohibited. If the Department head finds a violation of this subsection has occurred, it shall result in either a temporary or indefinite suspension.
- (b) If an officer is suspended pursuant to this Section, the officer shall have the right to appeal the suspension pursuant to Article 7.

- (c) Sections 143.053(e) and (f) of the TLGC are hereby superseded to the extent of any conflict with this Section.

Section 5. Right to Representation for Major Complaints

An officer who is the subject of a Major Complaint investigation shall have the right to be represented by an attorney of the officer's choice during an interview provided the attorney complies with the Internal Affairs interview protocol. An officer shall have the right to be represented by an attorney of the officer's choice during an interview with the Department head or statement by the officer to the Complaint Review Board conducted for the purpose of determining whether the Department shall take disciplinary action against an officer for alleged misconduct.

ARTICLE 7

DISCIPLINARY ACTION AND APPEALS

Section 1. Suspensions of Forty Hours or Less

Appealable and Non-Appealable Suspensions

It is understood that most officers will make some errors during their career involving rule violations, including those who are good, professional police officers. The Parties agree that some disciplinary suspensions are for the purpose of reinforcing the need for compliance with Departmental standards and not necessarily as punishment. It is further understood that City policy #G-1 "Grievance and Complaint Procedure" does not apply to officers.

The parties agree that when an officer is suspended for forty hours or less the officer may choose one of two methods of dealing with the suspensions as listed below.

- (a) **Suspensions that may not be appealed.** The officer may forfeit vacation or holiday time equal to the length of the suspension, to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement or promotion. The forfeited vacation or holiday time will not constitute hours worked. In the event an officer has received a disciplinary suspension within the preceding 24-month period, the officer may only forfeit vacation or holiday time with the Department head's permission. The officer must agree that there is no right to appeal the suspension nor right to bring a contract dispute under Article 10 regarding the suspension before any administrative or judicial body if this method of suspension is chosen and the officer must sign a waiver of appeal.
- (b) **Suspensions that may be appealed.** The officer may appeal the suspension solely to the Civil Service Commission. If the officer chooses to appeal the suspension, the hearing will be conducted as set forth in Texas Local Government Code Section 143.053.

Consideration of Suspensions of Forty Hours or Less

The parties agree that disciplinary suspensions of forty hours or less that were imposed on or after October 1, 2011, will no longer be considered for purposes of transfer or promotion, after twenty-four (24) months have passed from the date of the suspension. This section does not apply to appealed suspensions.

After the 24 months have passed, the Department head shall notify the Civil Service Commission in writing. A copy of the notification document shall be included in the IAD investigative file or the file maintained by the Director, whichever is appropriate, and the Department shall enter a notation reflecting this. The parties agree that the Department and the Civil Service Commission will not alter, destroy, conceal, or remove, any documents related to the temporary suspension, including but not limited to the letter of temporary suspension that was filed with the Commission as required by TLGC 143.052(c), or the IAD investigative file itself. The original

suspension paperwork shall still be subject to open records request and as evidence to negate any civil liability claim.

Section 2. Suspensions of Forty-One (41) to One Hundred and Twenty (120) Hours

The parties agree that when an officer is suspended for forty-one (41) to one hundred and twenty (120) hours, the officer may choose one of two methods of dealing with the suspension as listed below.

- (a) **Suspensions that are not appealed.** The Department head may allow an officer to forfeit vacation or holiday time equal to the length of the suspension to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement, promotion. The forfeited vacation or holiday time will not constitute hours worked. Approval of use of vacation or holiday time will be noted in the suspension paperwork. The officer must agree that there is no right to appeal the suspension nor right to bring a contract dispute under Article 10 regarding the suspension before any administrative or judicial body if this method of suspension is chosen and the officer must sign a waiver of appeal.
- (b) **Suspensions that may be appealed.** The officer may appeal the suspension to the Civil Service Commission or a Hearing Examiner as provided in TLGC, section 143.057

Section 3. Suspensions of One Hundred and Twenty-One (121) to Seven Hundred and Twenty (720) Hours

- (a) **Mutually Agreed.** Either the Department head or the officer facing discipline may offer to impose or accept a suspension without pay for a period from one hundred and twenty-one (121) to seven hundred and twenty (720) hours. If the officer accepts the mutually agreed suspension, there shall be no right to appeal the suspension nor right to bring a contract dispute under Article 10 regarding the suspension to any administrative or judicial body and the officer must sign a waiver of appeal. It is also understood and agreed that if the Department head permits the forfeit of vacation or holiday time for suspension, said vacation or holiday time shall be considered as equal discipline to unpaid hours of suspension. In no case will sick leave be substituted for unpaid hours of suspension. The forfeited vacation or holiday time will not constitute hours worked.
- (b) **Non Agreed.** If the Department head imposes a suspension under this section the officer may appeal to the commission or to a Hearing Examiner as provided in TLGC, section 143.057 may be selected.

Section 4. Alternative Discipline by the Department Head

In considering appropriate disciplinary action the Department head may require that an officer be evaluated by a qualified professional designated by the Department head. If that professional recommends a program of counseling and/or rehabilitation for the officer, the Department head may, as an alternative to demotion, or temporary or indefinite suspension, or in combination with

demotion or temporary suspension, require that the officer successfully complete the recommended program. The program of counseling and/or rehabilitation will be completed on the officer's off-duty time, unless the Department head approves the use of accrued vacation leave or sick leave. The officer shall be responsible for paying all costs of the program of counseling and/or rehabilitation, which are not covered by the officer's health insurance plan. If the officer's misconduct involves alcohol or substance abuse related behavior, the Department head may require that the officer submit to mandatory alcohol or drug testing, for a specified period of time. If the officer fails or refuses to enter into the program or after entering the program of counseling and/or rehabilitation, the officer fails or refuses to complete the program, or fails to submit to mandatory alcohol or drug testing, the officer may be indefinitely suspended for failing or refusing to complete the program or for failing to submit to mandatory alcohol or drug testing. The officer has the right to appeal to the commission or to a third party Hearing Examiner any discipline imposed under this section by filing an appeal notice in accordance with the provisions of Chapter 143. On appeal, the commission or Hearing Examiner shall have the same duties and powers set forth in Chapter 143, but shall not have the power to substitute a program of counseling and/or rehabilitation different from the program imposed by the Department head or to substitute any period of suspension for the required program of counseling and/or rehabilitation.

Section 5. Alternative Discipline by Agreement

In considering appropriate disciplinary action, the Department head may require that an officer be evaluated by a qualified professional designated by the Department head. If that professional recommends a program of counseling and/or rehabilitation for the officer, the Department head may offer the officer the opportunity to enter into an alternative disciplinary agreement under which the officer would accept demotion or a temporary suspension of up to seven hundred and twenty (720) hours and agree to successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Department head. The program of counseling and/or rehabilitation will be completed on the officer's off duty time, unless the Department head approves the use of accrued vacation leave or sick leave. The officer shall be responsible for paying all costs of the program of counseling and/or rehabilitation, which are not covered by the officer's health insurance plan. If the officer's misconduct involved alcohol or substance abuse related behavior, the Department head may require that the officer submit to mandatory alcohol or drug testing, for a specified period of time. If the officer accepts the opportunity for agreed alternative discipline, the officer may not appeal any terms of the Agreement nor the disciplinary action. If the officer fails to successfully complete the program of counseling and/or rehabilitation, the officer may be indefinitely suspended without right of appeal and without right to bring any contract dispute under Article 10 regarding the Agreement or the disciplinary action, before any administrative or judicial body.

Section 6. Last Chance Agreement

In considering appropriate disciplinary action, the Department head may require that an officer be evaluated by a qualified professional designated by the Department head. If that professional recommends a program of counseling and/or rehabilitation for the officer, the Department head may offer the officer, as an alternative to indefinite suspension, the opportunity to enter into a

last chance agreement. The agreement may include the following provisions in addition to any other provisions agreed upon by the officer and the Department head.

- (a) The officer shall successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Department head.
- (b) The program of counseling and/or rehabilitation will be completed on the officer's off-duty time, unless the Department head approves the use of accrued vacation leave or sick leave. The officer shall be responsible for paying all costs of the program of counseling and/or rehabilitation, which are not covered by the officer's health insurance plan.
- (c) The officer shall agree to a probationary period not to exceed one (1) year, with the additional requirement that if, during the probationary period, the officer commits the same or a similar act of misconduct, the officer will be indefinitely suspended without right of appeal.

If the officer's misconduct involves alcohol or substance abuse related behavior, the Department head may require that the officer submit to mandatory alcohol or drug testing, upon order by the Department head, for a specified period of time. If the officer accepts the opportunity for a last chance agreement, the officer may not appeal any terms of the agreement. Successful completion of a counseling and/or rehabilitation program will be specifically defined in the agreed alternative discipline document. If the officer fails to successfully complete the agreed upon program, the officer may be indefinitely suspended without right of appeal, nor right to bring any contract dispute under Article 10 regarding the suspension, before any administrative or judicial body.

Section 7. Local Government Code Section 143.057 Hearing Examiner Retained for Suspension in excess of Forty (40) Hours or for Indefinite Suspensions

The City recognizes that during the term of this Agreement officers have the right to an appeal of an indefinite suspension before a Hearing Examiner as provided in section 143.057 of the TLGC. During the term of this Agreement, the Parties specifically agree to retain this right of appeal, as modified herein, notwithstanding any change to section 143.057 which may occur as a result of court or legislative action. It is the express intention of this provision that an officer may not appeal to a hearing examiner pursuant to TLGC section 143.057 unless the suspension exceeds forty (40) hours or is an indefinite suspension.

Section 8. Procedures for Hearings Before Commission and Hearing Examiners

It is expressly agreed that commission hearings and hearings before Hearing Examiners under 143.057, are informal administrative hearings and are not subject to discovery or evidentiary processes. Specifically it is understood that neither the Texas Rules of Evidence (TRE) or the Texas Rules of Court (TRC) apply to such hearings. The burden of proof shall be by a preponderance of the evidence. If the Department calls a witness to testify during a hearing and that witness has given a statement to Internal Affairs regarding the pending case, then the

Department will provide a copy of that statement to the officer's counsel at the time the witness is called to testify.

Section 9. Appeal Procedures Before Hearing Examiners

In any proceeding before a hearing examiner, the following procedures shall be followed:

- (a) The Department shall furnish the charge letter to the hearing examiner by delivering a copy far enough in advance, so that the hearing examiner receives the copy at least five (5) business days before the start of the hearing.
- (b) The officer may furnish a position statement to the hearing examiner by delivering copies to the hearing examiner and to the Department far enough in advance, so that the hearing examiner and the Department receives the copies at least five (5) business days before the start of the hearing.
- (c) At the close of the presentation of evidence to a TLGC 143 Hearing Examiner, the Hearing Examiner shall render a decision within 10 working days. Post submission briefs shall *only* be allowed by mutual agreement of the Parties.

Section 10. Preemption

The provisions of this Article preempt all contrary local ordinance, executive orders, legislation, or rules adopted by the state or by a political subdivision, including a civil service commission.

It is the specific intent of the Parties to this Agreement, that any express written provision that specifically provides for a procedure, a standard, or a practice other than what is provided for in Subchapter D of the Texas Local Government Code Chapter 143, is intended to override the applicable statutory provision as allowed by Subchapter C of the Texas Local Government Code Chapter 142.

Section 11. Expenses

It is agreed that the City and an Officer disciplined under this article shall share fees and expenses equally for the Hearing Examiner. The costs of an expert witness or any other witness not employed by the City are paid by the party who subpoenas the witness. In the event a party desires a court reporter, that party shall bear that cost 100%. In the event the officer is not a member of the Association, and therefore financially responsible for his/her share of any fees; the officer shall deposit with the Director of Civil Service his/her share of the fee three (3) week days prior to the Hearing Examiner's deadline to cancel. Failure to deposit the funds shall result in the appeal being dropped.

In the event the fee for a hearing exceeds the deposited amount, the non-association member shall pay the remaining amount due within thirty (30) days of receipt of the bill or authorize the City to deduct the amount due from his/her next four (4) paychecks.

ARTICLE 8

BASE SALARY AND OTHER PAY

Section 1. Base Salary

It is the goal of this Agreement to set base salary for all Officers subject to this Agreement at the average salary of the City's peer cities plus 4%, and to achieve this goal by October 1, 2021. In order to achieve this goal in a fiscally responsible manner, the parties agree to increase the base salaries of the Police Cadet, 8 YR Police Officer, Sergeant II, and Lieutenant II to the average of the City's peer cities in year one of this agreement.

In addition, it is the intent to pay an annual cost of living adjustment in the amount of 2% in years one, two, three, four, and five of this agreement to all officer ranks, in the first pay period of October.

In addition, if during the term of this Agreement the City's non-civil service employees receive a cost of living increase greater than 2%, then the Officers subject to this Agreement will receive an additional percentage salary increase of the difference between the percentage salary increase for the non-civil service employees and the 2% salary increase the Officers will receive pursuant to this Agreement. Any such additional cost of living increase will be paid at the same time as the City's non-civil service employees receive their salary increase. *For example, if police officers receive a 2% salary increase on October 1, 2019, and the City's non-civil service employees receive a 3% salary increase on January 1, 2020, then the police officers would receive an additional 1% salary increase on January 1, 2020.*

The "average of the City's peer cities" shall be the average of the actual salary of officer ranks from each of the City's comparative cities as determined by the City Council. At present, those City Council selected comparative cities (the "City's peer cities") are: Carrollton, Denton, Grand Prairie, Killeen, Lubbock, Midland, Odessa, San Angelo, Waco and Wichita Falls. For the purposes of San Angelo only, it is mutually agreed to include San Angelo's use of "loyalty pay" as part of San Angelo's base salary provided that the parties use the following formula to determine San Angelo's base salary:

San Angelo Base Salary = "current San Angelo base salary" + ("average years of service for an Abilene 8 YR police officer as of March 31st" multiplied by "current San Angelo loyalty pay amount" multiplied by 12). *For example, if "current San Angelo base salary" equals \$30,000, and if "average years of service for an Abilene 8 YR police officer as of March 31st" equals 20 years, and if "current San Angelo loyalty pay amount" equals \$25.00 per month, then San Angelo Base Salary would equal \$36,000.00 (\$30,000 + (20 X \$25.00 X 12).*

The actual salary of Officer ranks from each of the City's comparative cities shall be fixed as of March 31st of each calendar year. During the month of April of each year, the City Manager, City Finance Director and the Association's President or his/her Designee(s), shall review the actual salary of Officer ranks from each of the City's comparative cities, and shall, in good faith, determine the average of the City's peer cities for purposes of this Agreement. In the event that

the City Manager, City Finance Director, and the Associations' President or his/her Designee(s) cannot agree, in good faith, on the average of the City's peer cities for an officer rank or ranks, this Agreement may be reopened for the limited purpose of negotiating the average of the City's peer cities for the disputed officer rank or ranks only.

It is the intent of this Agreement to reach a salary level for all officer ranks by Year 3 of this agreement so that all officer ranks are four (4%) percent above the average of the City's peer cities. It is the intent of the annual salary review contemplated in the agreement to ensure that base pay for all officer ranks remains at four (4%) percent above the average of the City's peer cities in Years 3, 4, and 5 of this agreement. For the purpose of this calculation, the parties agree that the 2% COLA will be added to the base salary for all officer ranks before determining if officer ranks are four (4%) percent above the average for the City's peer cities.

Base Salary increases for Fiscal Year 2020-2021 shall be postponed from October 1, 2020 to April 1, 2021 for all eligible Officers. Those salary increases which would have been paid during the period of October 1, 2020 through March 31, 2021 shall be paid, for work performed beginning April 1, 2021, to those eligible Officers in two equal lump sum payments on December 1, 2021 and December 1, 2022.

In the event that an eligible Officer retires before April 1, 2021, that Officer shall be paid the pro rata of the Base Salary increase for the period worked between October 1, 2020 and April 1, 2021. In the event that an eligible Officer retires on or after April 1, 2021, but on or before December 1, 2021, that Officer shall be paid in full the lump sums that would have been paid on December 1, 2021 and December 1, 2022. In the event that an eligible Officer retires after December 1, 2021 but before December 1, 2022, that Officer shall be paid in full the lump sum that would have been paid on December 1, 2022.

In the event that the City of Abilene receives more than the anticipated tax revenues, the City Manager, in his sole discretion, may pay to the eligible Officers, in part or in full, the postponed Base Salary on or before April 1, 2021. In the event that payment is made in part, the lump sum payments contemplated for December 1, 2021 and December 1, 2022 shall be reduced in kind.

For Fiscal Years 2021-2022, 2022-2023, and 2023-2024, salary increases are not postponed and shall be paid as set forth in this section 1 and the terms of this Meet and Confer agreement.

Section 2. Police Training Officer Assignment Pay

Police Training Officers (PTO) will be paid for the shifts in which they are active in the training process while assigned PTO duties by the Department head or his/her designee. The pay rate for the PTO assignment will be \$3.00 per hour for the scheduled shift hours and will be included in the bi-weekly payroll.

Section 3. Special Duty Pay

~~Beginning April 1, 2016, p~~Police officers holding special duty assignments that require specialized training and frequent response outside of regular duty hours will receive \$100 per month in special duty assignment pay. The payment will be paid bi-weekly to be equivalent to the designated monthly payment. An officer may receive special duty pay for only one assignment, regardless of the number of special duties assigned to the officer. Special duty assignments include SRO, CID, Youth Investigator, Tactical Unit, Bomb Unit, K9 Unit, SOD, Range Master~~RD~~, CRT, Drug Recognition Experts, and Traffic Division. This list may be amended as mutually agreed upon by City Administration and APOA.

Section 4. Holiday Pay

Officers assigned to Uniformed Services will accrue holiday hours based upon his/her primary duty days. Officers primarily working 10 hours shifts will receive 10 hours for a holiday. Officers primarily working 12 hours shifts will receive 12 hours for a holiday.

Officers assigned to Specialized Divisions will accrue holiday hours based upon his/her primary duty days. Officers primarily working 8 hour shifts will receive 8 hours for a holiday. Officers primarily working 10 hour shifts will receive 10 hours for a holiday.

Specialized Divisions officers who are scheduled to be off duty on one of the officially approved City holidays and who are called in to work by his/her supervisor will be compensated at one-and one-half times his/her regular hourly rate for the time actually worked on that particular holiday. "Holiday" means the full 24 hour period of the day.

Uniformed Services officers working on their normally assigned duty day on any of the official holidays approved by City Council will receive an additional \$200.00 in pay for working that day. In order to receive the holiday pay, the officer must start his/her shift on the holiday.

Section 5. Bilingual Pay

Bilingual pay will be paid at the rate of one hundred dollars (\$100) per month for officers certified in verbal language skills under standards established by the Department Head. Payment will be paid bi-weekly to be equivalent to the designated monthly payment and applicable length of time.

Section 6. Recruitment Incentive Pay

To further facilitate recruitment, the Department head may use recruitment incentive pay when filling positions under Article 4.

Section 7. Longevity Pay

Parties agree that effective October 1, 2012 an Officer will receive \$4 per month per year of service for one (1) through nine (9) years of service. Beginning in service year ten (10), an officer will receive \$8 per month per year of service through thirty (30) years of service.

Longevity pay will maximize at \$240 per month (\$2,880 per year) for service year 30 and beyond. The longevity pay schedule is reflected in Appendix C of this Agreement.

Section 8. Education Pay

Beginning October 1, 2020, Officers shall be paid at the following rates per month starting the month after they receive their degree: \$85 per month for an associate degree, \$150 per month for a bachelor's degree, or \$200 per month for a master's degree. Such education pay is not cumulative.

Section 9. Cell Phone Stipend

Sworn employees who are otherwise eligible for a cell phone stipend shall receive a monthly cell phone stipend of fifty dollars (\$50), or the stipend amount provided to non-civil service employees of the City. **The City is phasing out the monthly cell phone stipend for all employees, including sworn employees. All sworn employees shall have the monthly sum of fifty dollars (\$50) added to their base pay beginning October 1, 2020, or beginning the month following the month the cell phone stipend is ended, whichever occurs first.**

Section 10. Override

This article supersedes TLGC sections 141.033(a) and 143.041(b) as this article establishes more than one base salary in a classification and to provide for discretionary recruitment incentive pay and bilingual pay; 141.032 to provide for a different methodology for longevity pay and section 143.042 to provide for discretionary bilingual pay.

ARTICLE 9

TMRS RETIREMENT OPTION

The City's service requirement to be eligible to retire under the Texas Municipal Retirement System ("TMRS") will include eligibility to retire with twenty (20) years of service at any age under TMRS.

ARTICLE 10

CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE

Scope of Procedure. The City and Association recognize that from time to time disagreements between the parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Matters involving the interpretation, application, or alleged violations of a specific provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure.

Application of Procedure. If either the City or the Association has a dispute with the other Party regarding this Agreement, that Party should reduce the dispute to writing and deliver it to the other's designated representative, who for the Association shall be its President and for the City shall be its Department head or City Manager. An officer may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association.

Each matter shall state the factual basis for the dispute, identify the applicable sections of this Agreement and identify the specific remedy sought. Any claim or dispute by an employee or group of employees under this Agreement, which includes a claim for pay or benefits for any past pay periods, must be filed by the employee with the Association within ten (10) working days of the date when the employee knew or reasonably should have known of the claim. The Department head may require by policy for submission of contract disputes within the chain of command, but shall have a duty to determine the matter within thirty (30) days of its receipt from the Association.

If the Association does not accept the decision by the Department head, it shall have five (5) days to notify the Department head. The Parties shall then again attempt to resolve the matter. It is intended that during the resolution process that the labor/management group that assisted in the formation of the Agreement will provide input to their respective sides as to what was intended. If the representatives have not been successful in resolving the issue within thirty (30) days from the Association's notification, the matter shall proceed to mediation or arbitration.

Mediation. If the dispute is not resolved after thirty (30) days from the Association's notification, either party shall have the right to seek mediation of the dispute by requesting mediation in writing within ten (10) days. The mediation will proceed before a mutually agreed mediator. If a mediator is not mutually agreed upon, or if mediation is not successful, either party may elect to proceed with arbitration within ten (10) days from the date the parties declare in writing they cannot agree on a mediator or within ten (10) days after mediation if it is not successful. In the event the Parties resolve the dispute as a result of mediation, the mediated resolution will be in writing and will be final and binding.

Arbitration. The Parties agree they will contact the American Arbitration Association to obtain a panel of qualified arbitrators, from which to select an arbitrator.

The arbitration shall be held at the earliest available date. The hearing shall be held at a location which is convenient for all Parties and the arbitrator and shall be conducted informally, without strict evidentiary or procedural rules. The arbitrator shall consider and decide only the issue(s) in the dispute statement or submitted in writing by agreement of the Parties. The hearing shall be concluded as expeditiously as possible. The arbitrator shall attempt to render a bench ruling, but in the event is unable to do so, the arbitrator shall render a written decision upon the matter within ten (10) business days after the close of the hearing.

Decision Final and Binding. The Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the agreement or create additional provisions not included in the Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the grievance submitted to the arbitrator.

The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud or collusion or which exceeds the arbitrator's jurisdiction, or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

Expenses. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration including witness fees, but the fees and expenses of the arbitrator shall be borne equally by the Parties. In the event a Party desires a court reporter, that Party shall bear that cost 100%.

Non-Association Members and Expenses. Dispute Resolution Requests of Non-Association members must follow the same procedure outlined by this article and, in accordance with the law, will be pursued by the Association, if accepted, until final resolution is reached.

ARTICLE 11

PHYSICAL FITNESS ASSESSMENT

The Department will provide a mandatory fitness assessment for all sworn employees. A Fitness Committee shall be formed and consist of three (3) representatives designated by the Abilene Police Officer's Association and three (3) representatives designated by Police Administration. The Fitness Committee will be facilitated by a member of Police Administration who is not on the Committee.

Beginning October 1, 2019, all sworn employees will conduct fitness assessments during the last quarter (October through December) of each year, unless otherwise approved by the Department Head or his/her designee. Fitness assessments will be the Concept II 2000M row. The Cooper 1.5 mile run, with one (1) minute maximum push-ups and one (1) minute maximum sit-ups will be authorized after completing the Concept II 2000M row, but only to determine fitness awards. Police Administration designees or the Training Division staff will proctor the assessments.

The Concept II 2000M row will have scores of A, B, C and D groups. A, B and C groups are considered passing scores. D group scores are considered failing for purposes of the assessment. Groups are determined as factors of age, gender and weight. For more information on scoring, see chart attached as Appendix E.

If a sworn employee scores in the D group, he or she shall participate in a Fitness Improvement Plan designed by the Fitness Committee, and shall be reassessed in 3 months. A second failure upon reassessment will result in a continued Fitness Improvement Plan with a mandatory reassessment in 3 months, or sooner at the request of the sworn employee. A third failure may result in modified duty assignment by the Department Head in his/her sole discretion, in addition to participation in the ongoing Fitness Improvement Plan. The sworn employee on modified may request reassessment every 3 months to determine whether he or she must remain in modified duty.

Such modified duty shall not be considered disciplinary action. No sworn employee shall be disciplined, suspended, or subject to a fitness for duty evaluation, or receive any other adverse employment action based solely on their third failure of the fitness assessment, except as otherwise provided in this Article 11.

A sworn employee may be exempt from an assessment cycle due to illness, injury, disability, or qualifying FMLA event. The sworn employee shall provide the Human Resources department with a written medical disqualifier. That employee shall be assessed within three months of release.

All sworn employees will receive compensated fitness time absent an illness, injury, disability or qualifying FMLA event that prevents him or her from performing fitness activities.

Any sworn employee who is injured while taking part in the mandatory fitness assessment shall be considered to have been injured within the course and scope of their employment as a police

officer with the City of Abilene. The City shall be financially responsible for any and all reasonable and necessary medical treatment of the injured officer. The injured officer will be entitled to benefits provided in accordance with TLGC 143.073 for Line of Duty Injury or Illness and Texas Worker's Compensation Benefits.

The above paragraph does not apply to an injury that occurs during a sworn employee's fitness workouts or fitness training, unless the fitness workouts or fitness training occurs during the sworn officer's compensated fitness time.

ARTICLE 12

MISCELLANEOUS

Section 1. Uniforms

The clothing allowance for those officers as determined by Administration shall be \$600 per year, payable in full during the first pay period of November.

Beginning in year two of this agreement and every year thereafter, the clothing allowance for those officers as determined by Administration shall be \$750 per year, payable in full during the first pay period of November.

Section 2. Funding Obligation

The City presently intends to continue this Agreement each fiscal year through its term, to pay all amounts due, and to fully and promptly perform the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues or any other funds lawfully available for those obligations, including tax revenues reasonably anticipated at equal or higher total gross amounts as were collected in fiscal year 2015 and appropriated for such purpose by the City Council in compliance with the Texas Constitution, Article 11, Sections 5 and 7. In the event the City cannot meet its funding obligations, after exhausting all reasonably available recurring revenue, as provided in the State Constitution, this Agreement shall terminate and shall be null and void in its entirety on the first date that such funding is not met pursuant to this Agreement. If at any time during the term of this Agreement, or any extension thereof, the electorate of the City subjects the government of the City to a rollback election; and, as a result of such rollback election, the City suffers a reduction in revenues due to a reduction in the tax rate, the Association agrees to reopen the salary and other compensation provisions of this Agreement for the purpose of renegotiating the same. If sixty (60) days after these negotiations begin, no agreement has been reached, this Agreement shall terminate and be null and void in its entirety.

Section 3. No Petition To Increase Salaries

The Parties agree to the salary increase provided for in Article 8 and it is the Parties' intent to override section 141.034 of the Texas Local Government Code to preclude a petition to increase salaries during the term of this Agreement. The Association further agrees it will not support or seek any proposed Charter amendment or initiative election that would provide for any increase in wages, salary, pay, or benefits during the term of this Agreement.

Section 4. Compensatory Time

Officers working a seven (7) day work period are compensated at one and one-half times their regular hourly rate for hours actually worked in excess of forty (40) hours during any one work week. If an Officer has been on leave due to absence from work during a work week, straight time pay or compensatory time will apply until the Officer has actually worked 40 hours.

Officers working a work period that exceeds (7) days are compensated at one and one-half times their regular hourly rate for hours worked in excess of eighty (80) hours during any one work period. For this workgroup, planned vacation and holiday hours are considered hours worked for the purposes of computing overtime pay.

The City may compensate Officers with compensatory time in lieu of overtime pay during a work period at a rate of not less than one and one-half hours for each hour of employment for which overtime compensation is required by the Fair Labor Standards Act ("FLSA"), 29 USC 207.

When an Officer is offered an assignment that will be compensated with compensatory time, the Officer has the option of refusing the compensatory time and requesting to be paid the appropriate rate of pay prior to accepting the assignment. The Department Head has the discretion to approve the request or to deny the request and offer the assignment to a different Officer.

This Article supersedes any and all agreements or understandings between the City and a covered officer of the bargaining unit related to compensatory time made during the term of this Agreement. If this Agreement expires, any lawful agreements or understandings that were made with individual Officers regarding compensatory time will apply.

Under this agreement Officers shall be allowed to accrue compensatory time up to a maximum accrual of eighty (80) hours, unless a greater amount is approved in writing by the Department Head. Requests to exceed the maximum accrual will be considered by the Department Head on a case by case basis.

This article does not apply to Secondary Work Assignments.

Section 5. Association Business Leave Pool

At retirement a police officer having more than 720 hours of accrued sick leave may make a donation of up to 80 hours of sick leave. Both Parties agree that the usage of ABL by Association members will be capped at five hundred (500) hours per year.

The ABLP may be charged on an hour-for-hour basis when Association Board members and/or members of the Association attend regular Association business activities, as long as the ABLP has a positive balance. Regular Association business activities are defined as time spent at training programs, seminars, workshops, conferences or events.

The Association may request the use of ABL for Association business activities upon two (2) working days advance electronic or written notification to the Chief. Such requests will not be unreasonably denied.

The City will keep an accounting of the hours accrued and hours used. A report will be provided of the used and unused hours to the Chief and the Association President every six (6) months.

Section 6. Commission Election Schedule

The commission shall elect a chairperson and vice-chairperson at its first meeting of the calendar year. It is the Parties' intent to override section 143.006(e) of the Texas Local Government Code to allow for the election of a chairperson and vice-chairperson outside the month of January.

Section 7. Association Rights and Indemnification

The parties agree to open this agreement up within 12 months of adoption for the sole purpose of concluding discussions on Association Rights and Indemnification language.

ARTICLE 13

TERM OF AGREEMENT

This Agreement shall have an effective date of October 1, 2019, and shall remain in full force and effect through September 30, 2024, and may be extended thereafter by written agreement of the parties.

Parties acknowledge the applicability of Article 12, Section 7 of this Agreement.

Further, both Parties agree to work together each year to gather and analyze comparator city salary and pay plan information.

ARTICLE 14

SAVINGS CLAUSE

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until subsequent Meet and Confer negotiations are resumed. To this end, the provisions of this Agreement are severable. This Agreement may be amended by written mutual agreement.

ARTICLE 15
OVERTIME PAY

Section 1. Federal Labor Standards Act (FLSA) to Apply

- (a) The parties agree that the FLSA shall be used as the exclusive guide line for setting the hours of work, pay cycles, and determining overtime exceptions.
- (b) The City shall utilize the statutory standards imposed by the FLSA for purposes of determining its obligations to pay statutory overtime as required by the FLSA. In this regard, the City agrees to waive its right to use the applicable pay cycle allowed under the FLSA for police personnel, which currently allows for a 43 hour workweek without overtime.

Section 2. Overtime Exception

The parties understand and agree that the overtime exemption provided for by the FLSA known as the 7(k) exemption is hereby adopted by the City and shall be used for the purposes of determining an applicable work period for purposes of overtime under the FLSA for certain work groups. The City reserves the right to make an initial determination on whether an overtime exemption applies, based on its own evaluation, or based on a request for an evaluation from the Department of Labor (DOL).

Section 3. Vacation and Holiday Pay

For work groups working under a work period that exceeds seven days, vacation and holiday days requested and approved at least one week prior to beginning of the work period shall be included in the days worked for purposes of computing overtime pay.

Section 4. Amendment of Work Period

The City reserves any and all rights to alter or amend the work period, if to do so serves the legitimate governmental and management interests of the City. The parties agree that the maximum work period that will be utilized by the City is a fourteen day period. The maximum number of hours that will be worked without overtime pay within a 14 day work period will be 80.

Section 5. Administrative Challenge

Nothing in this agreement shall prevent or preclude an individual officer or class of officers from exercising their administrative rights to challenge the application of an exemption using applicable DOL procedures and protocols. Further, nothing in the agreement shall prevent or preclude the City from defending its application of an exemption.

Section 6. Statutory Override

This article supersedes TLGC Section 142.0015 and any and all other contrary state provisions to allow the adoption of the FLSA 7(k) overtime exemption and provide for an alternate work period.

SIGNATURE AND EXECUTION PAGE

**THE FOREGOING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED,
AND AGREED TO BY EACH OF THE SIGNATORIES INDICATED BELOW:**

FOR THE CITY OF ABILENE, TEXAS:

[Approved by the Abilene City Council on the _____ day of _____, 2020]

ROBERT HANNA
CITY MANAGER

Date: _____

ATTEST:

SHAWNA ATKINSON
CITY SECRETARY

APPROVED:

APPROVED AS TO FORM:

STAN STANDRIDGE, POLICE CHIEF

STANLEY SMITH,
CITY ATTORNEY

FOR THE ABILENE POLICE OFFICERS' ASSOCIATION:

[Ratified by APOA Membership on the _____ day of _____, 2020]

ADAM BECKER
PRESIDENT

Date: _____

CHRIS ADAMS
FIRST VICE PRESIDENT

Date: _____

APPENDIX A

Abilene Police Department Amendment to the Civil Service Promotional System for Promotions to the Rank of Sergeant

I. Sergeant's Promotional Procedure Notification

- a. The Civil Service Director shall publicize each vacancy and shall fill the vacancies within ninety (90) days after the date the vacancy occurs or a new position is created if no eligibility list exists. If an eligibility list exists on the date a vacancy occurs, the vacancy shall be filled from the eligibility list within sixty (60) days after the date the vacancy occurs. Posting electronically as well as a written posting at the Employee Entrance to the Department shall be sufficient for on-site posting.
- b. Thirty (30) days prior to the date a Sergeant's promotional process is held, the Commission shall post a notice of the promotional process in plain view in the hallway of City Hall and at the main employee entrance of the Department. The notice shall also be sent to all eligible employees by reliable means. The notice must show the position for which the promotional process is being held and the date, time and place of the beginning of the promotional process (the written examination).
- c. The Sergeant's promotional process shall be held as vacancies become available or are projected. The eligibility list from each promotional process will not become effective until the previous eligibility list has expired or been exhausted.

II. Eligibility for Sergeant's Promotional Process

Officers **are** eligible to participate in the promotional process for the rank of sergeant if as of the established date for the written examination step of the promotional process:

(a) the police officer has served in the Department (including trainee status) for at least five (5) consecutive years before the date of the Written Examination component of the promotional process, and; or

(b)for a lateral police officer who has at least two (2) years of prior service in another department, the police officer has served in the Department for at least three (3) consecutive years before the date of the Written Examination component of the promotional process; or

(c) For a police officer who has been rehired, the police officer has been rehired for at least one (1) year and has served in the Department for at least five (5) cumulative years before the date of the Written Examination component of the promotional process.

~~they have or will have five (5) years consecutive service with the Abilene Police Department (including police training status) as of the established date for the written examination step of the promotional process.—~~

III. Sergeant's Promotional Process Overview

The Sergeant's promotional process will consist of four (4) steps:

1. Written Examination
2. Promotional candidate performance review
3. Oral Panel Review
4. Assessment Exercises

IV. Written Examination

The written examination will be given to all eligible candidates at the date posted on the promotional process notification. The written examination will be a multiple choice test based on Abilene Police Department Operating Procedures (OPs) and segments of the Penal Code.

All of the questions asked on the written test shall be prepared and composed in such a manner that the grading of test papers can be completed immediately following the test.

Test scores are appealable to the Chief of Police first, and then may be appealed to the Civil Service Commission if the first appeal is not mutually satisfactory.

All eligible promotional candidates shall be given the written test in the presence of each other. An exception will be made for a qualified promotional candidate who is serving on active military duty outside of this state or in a location that is not within reasonable geographic proximity to the location where the test is being administered. In this case the provisions of Local Government Code 143.032(b) will be enacted to satisfy the regulations of The Uniformed Services Employment and Reemployment Rights Act (USERRA). Accommodations will be extended to officers who are deployed in order for them to participate in the promotional process in accordance with USERRA.

The written test shall be graded with a mechanical or electronic grading system immediately upon a candidate's completion of the test. The grading may be completed by hand if the mechanical or electronic grading system fails or malfunctions.

The grading of the written test shall be completed at the test site and in the presence of the candidate, if requested by the candidate.

The resulting scores of the written examination will establish the ranking list which shall determine who moves forward in the promotional process. There is no minimum passing score and the score will be considered as a weighted component of the overall score for the promotional process.

The candidates with the top 12 scores will be eligible to move forward in the promotional process. When two (2) or more candidates have the same score for the 12th position and as a result a tie exists on the eligibility list to move forward in the promotional process, all candidates with the tied score will move forward.

V. Sergeant's Promotional Candidate Performance Review

Police administration shall identify individuals, holding the rank of sergeant, to conduct a Performance Review of each candidate for the Sergeant's Promotional Process.

The purpose of the Performance Review shall be to establish and identify:

1. Positive or negative conduct of the candidate
2. Overall leadership potential of the candidate
3. An assessment of the following:
 - (a) Candidate's self-motivation
 - (b) Candidate's ethics and decision making skills
 - (c) Candidate's verbal communication skills
 - (d) Candidate's job knowledge

The Performance Review should include but is not limited to the following:

1. Examination of the candidate's entire personnel files for the purposes of inclusion in the candidate's Performance Review Packet to be presented during the promotional process:
 - (a) Identifying any previous disciplinary action
 - (b) Identifying any letters of counseling or reprimand
 - (c) Identifying any sustained allegations relating to Internal Affairs Investigations (***Note: Disciplinary action, letters of counseling or reprimand, or "sustained" IA allegations are not automatic disqualifiers but may be taken into consideration***)
 - (d) Examination of yearly personnel evaluations of the candidate
 - (e) Identifying any awards
 - (f) Identifying any instances of good conduct, letters of recognition, etc.
2. The candidate shall identify three (3) references to be interviewed by the performance reviewer. These references shall be sworn employees of the Abilene Police Department.
3. The performance reviewer shall identify a minimum of five (5) additional sources of information regarding the candidate. These additional sources shall be employees of the Abilene Police Department and shall include:
 - (a) Direct supervisors of the candidate during the previous 24 months (No more than two [2])
 - (b) Direct command level supervisors of the candidate during the previous 24 months (No more than two [2])
 - (c) Any co-worker of the candidate not listed as a reference by the candidate as needed.

********The information obtained from references and sources of information shall be made available to the candidate upon request. The***

*identity of the person providing said information shall be kept confidential******

4. Assessor Review of the Performance Review:
A panel of assessors will review the candidate's entire performance review file as compiled by the person conducting the performance review. The assessor panel will then have an opportunity to follow up with the person conducting the review, if necessary, and/or have the opportunity to ask follow up questions of the candidate, if necessary. Any follow up questions to be asked of the candidate will be agreed upon, ahead of time, with the assessor panel by the Facilitator.
5. The assessors will determine a score for the findings of the candidate's performance review as a separate component of the overall promotional process score for each candidate. The dimensions to be utilized for arriving at this scoring component will be agreed upon from the list of dimensions cited in Section IX of this appendix during the assessor panel training.

VI. Oral Panel Review

Since one of the best predictors of future performance is past performance, behavioral questions will be utilized. In other words, questions that provide the candidate with an opportunity to tell the assessors how they have performed in the past as it relates to the dimensions identified for the job in question. Problem analysis, judgment, oral communication, leadership, decisiveness, self-initiative, adaptability and interpersonal skills are some of the dimensions examined in this component of the promotional process.

VII. Assessment Exercises

Assessment Exercises are a component of the Sergeant's Promotional process. Assessment Exercises may be administered over multiple days. A minimum of two exercises will be chosen from the following types of exercises. A candidate's Assessment Exercise scores will be averaged to form one component of the overall promotional process score. Exercises will be developed by the Promotional Process Design Committee, working with Police and City Administration.

1. Subordinate Interview

This exercise provides an opportunity for the candidate to demonstrate how he or she handles personnel issues. Whether it's coaching, counseling or disciplining subordinates, this is a critical skill for supervisors. A typical scenario places the candidate as the new supervisor that will have to meet with a subordinate who has been having some work-related problems. The candidate's job in this exercise is to try to get them back on track, but also to see what it is that has derailed them, and how the candidate can help them return to an acceptable level of performance. Oral communication skills, interpersonal skills, judgment, problem analysis, and leadership are some of the dimensions examined in this exercise.

2. In-Basket Exercise

This exercise requires the candidate to manage the in-basket within a specific time frame. The candidate should be able to read this, analyze quickly, the key issues that are "hidden" in an in-basket exercise. The candidate is required to focus on each element of the "in-basket," making decisions, prioritizing and delegating! This exercise is an extension of what a good supervisor or manager should be able to do on a daily basis. Problem analysis, judgment, decisiveness, written communication skills and planning and organization are some of the dimensions examined in this exercise.

3. Oral Presentation

In this exercise the candidate is presented with a subject of discussion either in advance or at the assessment. The foundation of the exercise is that many positions require supervisors and managers to speak publicly either to staff or to customers. Problem analysis, judgment, oral communication, decisiveness, interpersonal skills and planning and organization are some of the dimensions examined in this exercise.

4. Written Exercises

A variety of written exercises are used in promotional processes. Some are similar to the in-basket while others are more complicated and deal with a specific set of problems. The written problems require the candidate to use creative thinking in order to resolve challenging real world problems. Problem analysis, judgment, decisiveness, written communication skills and planning and organization are some of the dimensions examined in this exercise.

5. Tactical Exercise

The tactical exercise utilizes a tactical problem which the candidate must handle using common practices, standard operating procedures, good problem solving techniques and other skills to resolve. Problem analysis, judgment, leadership, oral communication, decisiveness, adaptability, written communication skills and interpersonal skills are some of the dimensions examined in this exercise.

VIII. Assessors, Procedures and Dimensions for the Sergeant Promotional Process

Assessors for the Sergeant promotional process shall supervisors of the Abilene Police Department who are currently holding the following ranks:

1. Sergeant II, or
2. Lieutenant

The following rules will dictate the selection process for the assessors:

1. The names of all eligible assessors will be placed in a container(s) suitable for a random drawing prior to the beginning of the promotional process.
2. Names will be drawn randomly.
3. The number of assessors will be equal to half of the number of candidates, but will not be less than six (6).
4. Regardless of the number of assessors needed, two alternate names will be drawn for use in case of an unforeseen emergency.
5. Candidates for assessment will be invited to be present at the drawing.
6. The Department Head may pass over a selected assessor for good cause.

The Department head will appoint a facilitator who will be responsible for ensuring all candidates are treated and tested equally. Prior to the written exam, the facilitator will facilitate training for the assessors, which is deemed to be adequate and sufficient. The facilitator and the Director of Civil Service will gauge “adequate and sufficient” based upon their interaction with the assessors during assessor training.

Candidates will be graded on the following dimensions; however, it is not necessary that each dimension be covered in every exercise.

1. Problem Analysis & Decision Making
2. Planning and Organization
3. Oral Communication
4. Leadership & Supervision
5. Self Initiative
6. Adaptability
7. Interpersonal Skills

All supervisors may be directed by the Department head to design adequate tests, scenarios, and situations to measure the dimensions above. The tasks assigned to the candidates shall be appropriately related to the duties of a Sergeant with the Abilene Police Department. The tests, scenarios, and situations should vary yearly as not to create an advantage to any one candidate.

Content of tests, scenarios, exercises, and/or situations will be related to the following sources; however, it is not necessary that each source be used in every exercise.

1. Abilene Police Department Operating Procedures and Policies
2. City of Abilene Policies and Procedures Manual
3. Texas Penal Code
4. Texas Transportation Code
5. Basic Criminal Investigation practices
6. Basic Evidence (relevance and collection)

All candidates will be assigned the same tests, scenarios, exercises, and/or situations for a particular promotional process.

IX. Tabulation of Scores for Final Eligibility List

The candidate's overall score for the promotional process will be determined by weighting the components of the promotional process as follows:

Written Examination 25%, Performance Review 25%, Oral Panel Review 25%, and Assessment Exercises score 25%. Scores will be converted to the scale of 100.

SCORES FROM THE PROMOTIONAL PROCESS ARE NOT SUBJECT TO APPEAL OR DISPUTE BY ANY CANDIDATE.

Candidates shall be placed on an eligibility roster according to their overall score, highest to lowest. This list will be presented to the Department head as soon as possible after tabulation. The eligibility list will be effective for one (1) year from the date the eligibility list is finalized.

The Department head shall retain discretion for promotional appointments as set forth in Chapter 143 of the Local Government Code.

End of Appendix A

APPENDIX B

Abilene Police Department Amendment to the Civil Service Promotional System for Promotions to the Rank of Lieutenant

I. Lieutenant's Promotional Procedure Notification

- a. The Civil Service Director shall publicize each vacancy and shall fill the vacancies within ninety (90) days after the date the vacancy occurs or a new position is created if no eligibility list exists. If an eligibility list exists on the date a vacancy occurs, the vacancy shall be filled from the eligibility list within sixty (60) days after the date the vacancy occurs. Posting electronically as well as a written posting at the Employee Entrance to the Department shall be sufficient for on-site posting.
- b. Thirty (30) days prior to the date a Lieutenant's promotional process is held, the Commission shall post a notice of the Lieutenant's promotional process in plain view in the hallway of City Hall and at the main employee entrance of the Department. The notice shall also be sent to all eligible employees by reliable means. The notice must show the position for which the promotional process is being held as well as the date, time and place of the beginning of the promotional process (the written examination)
- c. The Lieutenant's promotional process shall be held as vacancies become available or are projected. The eligibility list from each process will not become effective until the previous eligibility list has expired or been exhausted.

II. Eligibility for Lieutenant's Promotional Process

All officers with two years consecutive service in the rank of sergeant as of the established date for the written examination step of the promotional process are eligible to apply to take the written examination for the Lieutenant's Promotional Process.

III. Lieutenant's Promotional Process Overview

The Lieutenant's promotional process will consist of three (3) steps:

1. Promotional candidate performance review
2. Oral Panel Review
3. Management Concepts Evaluation

IV. Lieutenant's Promotional Candidate Performance Review

Police administration shall identify individuals, holding the rank of Lieutenant, to conduct a Performance Review of each candidate for the Lieutenant's Promotional Process.

The purpose of the Performance Review shall be to establish and identify:

1. Positive or negative conduct of the candidate
2. Overall command leadership potential of the candidate
3. An assessment of the following:
 - (a) Candidate's self-motivation
 - (b) Candidate's ethics and decision making skills
 - (c) Candidate's verbal communication skills
 - (d) Candidate's job knowledge

The Performance Review should include but is not limited to the following:

1. Examination of the candidate's entire personnel files for the purposes of inclusion in the candidate's Performance Review Packet to be presented during the promotional process:
 - (a) Identifying any previous disciplinary action
 - (b) Identifying any letters of counseling or reprimand
 - (c) Identifying any sustained allegations relating to Internal Affairs Investigations ***(Note: Disciplinary action, letters of counseling or reprimand, or "sustained" IA allegations are not automatic disqualifiers but may be taken into consideration)***
 - (d) Examination of yearly personnel evaluations of the candidate
 - (e) Identifying any awards
 - (f) Identifying any instances of good conduct, letters of recognition, etc.
2. The candidate shall identify two (2) references to be interviewed by the performance reviewer. These references shall be sworn employees of the Abilene Police Department.
3. The performance reviewer shall identify either
 - (a) Two (2) command level supervisors of the candidate during the previous 24 months OR
 - (b) One (1) command level supervisor of the candidate during the previous 24 months AND one (1) co-worker of the candidate not listed as a reference by the candidate, AND
 - (c) A minimum of two (2) additional sources of information regarding the candidate. These additional sources shall be sworn employees of the Abilene Police Department.

********The information obtained from references and sources of information shall be made available to the candidate upon request. The identity of the person providing said information shall be kept confidential********

4. The performance reviewer shall review the most recent two (2) end of year subordinate evaluations completed by the candidate.
5. Assessor Review of the Performance Review:

- A panel of assessors will review the candidate's entire performance review file as compiled by the person conducting the performance review. The assessor panel will then have an opportunity to follow up with the person conducting the review, if necessary, and/or have the opportunity to ask follow up questions of the candidate, if necessary. Any follow up questions to be asked of the candidate will be agreed upon, ahead of time, with the assessor panel by the Facilitator.
6. The assessors will determine a score for the findings of the candidate's performance review as a separate component of the overall promotional process score for each candidate. The dimensions to be utilized for arriving at this scoring component will be agreed upon from the list of dimensions cited in Section IX of this appendix during the assessor panel training.

V. Oral Panel Review

Since one of the best predictors of future performance is past performance, behavioral questions will be utilized. In other words, questions that provide the candidate with an opportunity to tell the assessors how they have performed in the past as it relates to the dimensions identified for the job in question. Problem analysis, judgment, oral communication, leadership, decisiveness, self-initiative, adaptability and interpersonal skills are some of the dimensions examined in this component of the promotional process.

VI. Management Concepts Evaluation

A minimum of two exercises will be developed to assess candidates' knowledge of management concepts and the ability to apply management concepts to situations. Exercises may include a subordinate interview role play, an in-basket exercise or a tactical oriented exercise. Exercises will be developed by the Promotional Process Design Committee, working with Police and City Administration.

VII. Assessors, Procedures and Dimensions for the Lieutenant Promotional Process

An assessor for the Lieutenant Promotional Process must be a supervisor of the Abilene Police Department who currently holds one of the following ranks:

1. Lieutenant, or
2. Assistant Chief of Police

The following rules will dictate the selection process for the assessors:

1. The names of all eligible assessors will be placed in a container(s) suitable for a random drawing prior to the beginning of the written exam.
2. Names will be drawn randomly with the following exception; no more than one assessor will be an Assistant Chief.

3. The number of assessors will not be less than five (5). Regardless of the number of assessors needed, two alternate names will be drawn for use in case of an unforeseen emergency.
4. Candidates for assessment will be invited to be present at the drawing.
5. The Department Head may pass over a selected assessor for good cause.

The Department head will appoint a facilitator who will be responsible for ensuring all candidates are treated and tested equally. The facilitator will facilitate training for the assessors, which is deemed to be adequate and sufficient. The facilitator will gauge “adequate and sufficient” based upon their interaction with the assessors during assessor training.

Candidates will be graded on the following dimensions; however, it is not necessary that each dimension be covered in every component of the promotional process.

1. Problem Analysis & Decision Making
2. Planning and Organization
3. Oral Communication
4. Leadership & Supervision
5. Self-Initiative
6. Adaptability
7. Interpersonal Skills

All officers holding the rank of Lieutenant or higher may be directed by the Department head to design adequate tests, scenarios, and situations to measure the dimensions above during the promotional process. The tasks assigned to the candidates shall be appropriately related to the duties of a Lieutenant with the Abilene Police Department. The tests, scenarios, and situations should vary yearly as not to create an advantage to any one candidate.

Content of scenarios, exercises, and/or situations will be related to the following sources; however, it is not necessary that each source be used in every exercise:

1. Abilene Police Department Operating Procedures
2. City of Abilene Policies and Procedures Manual
3. Texas Penal Code
4. Texas Code of Criminal Procedures

All candidates will be assigned the same scenarios, exercises, and/or situations for a particular promotional process.

VIII. Tabulation of Scores for Final Eligibility List

The candidate’s overall score for the promotional process will be determined by weighting the components of the promotional process as follows:

Performance Review 30%, Oral Panel Review 30%, and Management Concepts Evaluation score 40%. Scores will be converted to the scale of 100.

SCORES FROM THE PROMOTIONAL PROCESS ARE NOT SUBJECT TO APPEAL OR DISPUTE BY ANY CANDIDATE.

The candidates for Lieutenant shall be placed on an eligibility roster according to their overall score, highest to lowest. This list will be presented to the Department head as soon as possible after tabulation. The eligibility list will be effective for one (1) year from the date the eligibility list is finalized.

The Department head shall retain discretion for promotional appointments as set forth in Chapter 143 of the Local Government Code.

End of Appendix B

APPENDIX C

POLICE LONGEVITY PAY

# Yrs				
	(max. \$240/mo. @ 30 yrs.)			
	Longevity \$ / Year	# Yrs. Tenure	\$ / Month	\$ / Year
1	\$4	1	\$4	\$48
2	\$4	2	\$8	\$96
3	\$4	3	\$12	\$144
4	\$4	4	\$16	\$192
5	\$4	5	\$20	\$240
6	\$4	6	\$24	\$288
7	\$4	7	\$28	\$336
8	\$4	8	\$32	\$384
9	\$4	9	\$36	\$432
10	\$8	10	\$80	\$960
11	\$8	11	\$88	\$1,056
12	\$8	12	\$96	\$1,152
13	\$8	13	\$104	\$1,248
14	\$8	14	\$112	\$1,344
15	\$8	15	\$120	\$1,440
16	\$8	16	\$128	\$1,536
17	\$8	17	\$136	\$1,632
18	\$8	18	\$144	\$1,728
19	\$8	19	\$152	\$1,824
20	\$8	20	\$160	\$1,920
21	\$8	21	\$168	\$2,016
22	\$8	22	\$176	\$2,112
23	\$8	23	\$184	\$2,208
24	\$8	24	\$192	\$2,304
25	\$8	25	\$200	\$2,400
26	\$8	26	\$208	\$2,496
27	\$8	27	\$216	\$2,592
28	\$8	28	\$224	\$2,688
29	\$8	29	\$232	\$2,784
30	\$8	30	\$240	\$2,880
<30	\$8	30	\$240	\$2,880

APPENDIX D
FORMS: CONTRACT DISPUTE RESOLUTION

Case No. _____

CITY OF ABILENE
POLICE DEPARTMENT CONTRACT DISPUTE RESOLUTION FORM
OFFICER'S STATEMENT

_____	_____	_____	_____
Name	Address	City/State	Phone
_____	_____	_____	_____
Company	Title/Rank	Phone	

Statement
Briefly Describe the Issue. Include the Section or Article of the Contract in question. Use additional page if necessary.

REMEDY OR ADJUSTMENT SOUGHT: Use additional page if necessary.

_____	_____
Officer	Date
Deliver to: Association	
Received by Association: Signature and Date _____	

Case No. _____

**CITY OF ABILENE
CONTRACT DISPUTE RESOLUTION
POLICE DEPARTMENT**

ADDITIONAL INFORMATION/SUPPLEMENT SHEET

Employee's Signature _____ Date _____

Association Committee Representative Signature _____ Date _____

Case No. _____

CITY OF ABILENE
POLICE DEPARTMENT CONTRACT DISPUTE RESOLUTION FORM
ASSOCIATION COMMITTEE FINDINGS AND RECOMMENDATION

Committee Members Refer to case number for employee's statement of facts.

Name

Name

Name

Name

Association Committee Statement

The Association Committee met and reviewed the above referenced contract dispute request and reached the following conclusion(s) on the subject.

ASSOCIATION COMMITTEE RECOMMENDATION

Solve Internally _____ **Reject** _____ **Forward** _____

Committee Representative

Date

Association Officer

Date

Date forwarded to Administration (if applicable) _____

Case No. _____

**CITY OF ABILENE
CONTRACT DISPUTE RESOLUTION
POLICE DEPARTMENT**

CITY'S RESPONSE

CITY RECOMMENDATION

Leave as is:

Solve by the following action:

City Representative _____ Date _____

APPENDIX E
PHYSICAL FITNESS ASSESSMENT CHART

APPENDIX F
BASE SALARIES EFFECTIVE OCTOBER 1, 2019

Approving the Revised 2019-2024 Meet & Confer Agreement with the Abilene Police Officers' Association



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Honorable Mayor and City Council Members

FROM: Robert Hanna, City Manager

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Revised 2019-2023 Meet and Confer Agreement between the City of Abilene and the Abilene Professional Firefighters' Association, IAFF Local 1044 (Robert Hanna)

GENERAL INFORMATION

On September 12, 2019, the City Council approved the Meet and Confer Agreement between the City of Abilene and the Abilene Professional Firefighters' Association, IAFF Local 1044 for the fiscal years 2019-2020, 2020-2021, 2021-2022, and 2022-2023.

The City of Abilene and the Abilene Professional Firefighters' Association, IAFF Local 1044 have negotiated a Revision to that Meet and Confer Agreement.

The proposed Revised agreement has been ratified by a majority of the membership of the Abilene Professional Firefighters' Association, IAFF Local 1044.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends ratification of the Revised Meet and Confer Agreement.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution REVISED Fire Meet & Confer Agreement
2. REVISED redline 2019-2023 Fire Meet and Confer Agreement August 2020
3. Fire Meet & Confer PPT

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO
APPROVE THE REVISED 2019-2023 MEET AND CONFER AGREEMENT BETWEEN
THE CITY OF ABILENE AND THE ABILENE PROFESSIONAL FIREFIGHTERS'
ASSOCIATION, IAFF LOCAL 1044**

WHEREAS, Texas Local Government Code section 142 provides for the meet and confer process; and

WHEREAS, on September 12, 2019, the City Council approved the Meet and Confer Agreement between the City of Abilene and the Abilene Professional Firefighters' Association, IAFF Local 1044 for the fiscal years 2019-2020, 2020-2021, 2021-2022, and 2022-2023; and

WHEREAS, the City of Abilene and the Abilene Professional Firefighters' Association, IAFF Local 1044 have negotiated a Revision to that Meet and Confer Agreement; and

WHEREAS, the proposed Revised agreement has been ratified by a majority of the membership of the Abilene Professional Firefighters' Association, IAFF Local 1044.

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

Part 1: That the City Council of the City of Abilene, Texas hereby ratifies the Revised meet and confer agreement between the City of Abilene and the Abilene Professional Firefighter' Association, IAFF Local 1044 for the fiscal years 2019-2020, 2020-2021, 2021-2022, and 2022-2023.

Part 2: That this resolution becomes effectively immediately.

ADOPTED this 13th day of August, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Revised
Meet and Confer Agreement
between
The City of Abilene
and
Abilene Professional Fire Fighters
Association, IAFF Local 1044

**Fiscal Years 2019-2020, 2020-2021, 2021-2022 and 2022-
2023**

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DEFINITIONS

1. “Agreement” means the Meet and Confer Agreement entered between the Abilene Professional Fire Fighters Association and the City of Abilene.
2. “Association” means the Abilene Professional Fire Fighters Association, (IAFF Local 1044), its elected leaders and its collective membership.
3. “City” means the City of Abilene, its mayor, city council members, city manager, fire chief and those persons designated by the City of Abilene to manage the city and its fire department.
4. The term “commission” means the City of Abilene Firefighters’ and Police Officers’ Civil Service Commission.
5. The term “day” or “days” shall mean calendar days unless otherwise specified.
6. The term “Department” means the Abilene Fire Department.
7. The term “Department head” means the Chief of the Abilene Fire Department, his or her designee, or an acting Chief of the Abilene Fire Department.
8. The term “director” means the Director of the City of Abilene Firefighters’ and Police Officers’ Civil Service Commission.
9. The term “dues” means the cost of membership in the Association.
10. The term “firefighter” means a firefighter employed by the Fire Department by the City of Abilene.
11. The term “local rules” means the Local Rules and Regulations promulgated by the City of Abilene Firefighters’ and Police Officers’ Civil Service Commission.
12. “Parties” means the City of Abilene and the Abilene Professional Fire Fighters Association and “Party” means the City of Abilene or the Abilene Professional Fire Fighters Association.

ARTICLE 1

PARTIES AND PURPOSE OF MEET AND CONFER

The Parties to this Agreement are the CITY OF ABILENE, TEXAS, a home rule municipality organized under Texas law and the ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO. 1044, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS.

It is the intent and purpose of the Meet and Confer negotiations and this Agreement, entered into by and between the CITY OF ABILENE, and the ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO. 1044, to achieve and maintain harmonious relations between the Parties related to the salaries, working conditions and other conditions of employment in accordance with Subchapter C of 142 Texas Local Government Code and not deny local control by the City except as provided by this Agreement.

ARTICLE 2

RECOGNITION

The CITY OF ABILENE recognizes the ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO.1044, as the sole and exclusive bargaining agent for the covered firefighters described in the petition for recognition, excluding the head of the fire department and excluding the employees exempt under Subsection (b), in accordance with subchapter C of Chapter 142 of the Texas Local Government Code. The Parties understand and agree the provisions of this Agreement do not extend to employees outside of the Department.

ARTICLE 3

DUES DEDUCTION

Section 1. Dues Check Off

- (a) If a firefighter requests in writing the payment of membership dues to the Association, the City shall deduct the dues from the firefighter's monthly salary or wages. A firefighter's request must: (1) be set out in a form prescribed and provided by the City's Human Resources Department; (2) state the amount to be deducted each month, and; (3) direct the City's Human Resources Department to transfer the deducted funds to the Association, by either check or electronic direct deposit.
- (b) The dues deduction for the Association shall be remitted promptly to the Administrative Office of the ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO.1044.
- (c) During the term of this Agreement, the City agrees that it will not authorize payroll deduction of dues or fees for any other organization that purports to represent Abilene firefighters in employment matters.
- (d) Sections 141.008(d) and 141.008(e) of the Texas Local Government Code shall apply to a deduction request under this article. This article supersedes section 141.008(a-1) to the extent it conflicts with this article.

ARTICLE 4

HIRING

Section 1. Select Application of Chapter 143 Procedures

In adopting this article, the parties mutually agree to hold each other harmless, including their agents, officers and employees, from any and all claims from Association members or third parties arising from the application of or use of the modifications from TLGC 143, subchapter B Classification and Appointment. Further, the parties agree to preempt the TLGC Chapter 143, Subchapter B Classification and Appointment procedures Sections 143.021, 143.032, 143.024, 143.025, 143.0251, 143.026, and 143.027 except as stated in this article. In preempting Chapter 143, the parties recognize the need for more flexibility in the hiring process to meet the needs of the Department and believe it improves the selection process and provides candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the Department. Further, this article preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or the commission.

Section 2. Classification

Classification under TLGC Section 143.021 (a)-(b)-(c) shall apply, except that an existing or future position or classification may be filled only according to the Department's hiring process in accordance with the Agreement.

Section 3. Definition of Vacant Position

For purposes of this article, vacant position shall mean a vacant position in the Fire Fighter classification.

Section 4. Physical Requirements and Examination

The physical requirements and physical/mental examinations under TLGC Section 143.022 shall apply to fill vacant positions in the Department.

Section 5. Eligibility for Vacant Position

The eligibility requirements under TLGC Sections 143.023(b), 143.023(d), and 142.023(f) shall apply to fill vacant positions in the Department. A person is not eligible to apply for a vacant position in the Department unless the person meets minimum eligibility requirements for a firefighter as outlined in the local rules.

Section 6. Reappointment After Resignation

The commission shall adopt rules to allow a fire fighter who voluntarily resigns from the Department and meets the eligibility requirements for a vacant position to be reappointed to the Department at the sole discretion of the Department head.

Section 7. Procedure for Filling Vacant Positions

(a) Rank on the eligibility list

Candidates shall be ranked on the eligibility list based upon a combination of the final written examination score, and the oral interview board score.

The final written examination score will include points added for certifications deemed beneficial to the Abilene Fire Department. Certification points will include:

- (5) Points – Military Experience
- (3) Points - Texas Commission on Fire Protection Structural Firefighter
- (3) Points – Dept. of State Health Services Paramedic

An initial written examination score of 70 points, which excludes points added for certifications, is required in order to proceed to the physical ability testing (PAT) phase of the hiring process. A minimum of five (5) candidates for each available opening, will advance to the PAT phase. If the minimum number of candidates is not available, then all of the candidates scoring above a 70 on the written examination will proceed to the PAT phase. The number of available openings will be determined prior to the date of the written examination.

The final written examination score will be the initial written examination score plus all certification points. Certifications must be current in order to receive additional points.

(b) TCFP-certified applicants

Applicants possessing structural firefighter certification from the Texas Commission on Fire Protection (TCFP) will receive additional points in the ranking process. These Applicants may be eligible to attend an Orientation Academy, in place of a full Fire Academy, if hired. This eligibility will be determined during the hiring process and at the discretion of the Department head.

(c) Eligibility Period

The hiring eligibility list shall expire on a date to be determined by the Department head, which shall not exceed twelve (12) months from the date of publication.

(d) Appointment to a vacant position

(i) When a vacancy occurs in a vacant position in the Department, the Department head shall request in writing from the commission the names of suitable persons from the eligibility list. The director shall certify to the Department head the names of the persons on the eligibility list. From the names certified, the Department head shall appoint the person having the highest score unless there is a valid reason why the person having the highest score should not be appointed.

(ii) If the Department head does not appoint the person having the highest score, the Department head shall clearly set forth in writing the good and sufficient reason why the person having the highest score was not appointed.

(iii) The reason required by subsection (ii) shall be filed with the commission and a copy provided to the person having the highest score.

Section 8. Probationary Period

(a) Probationary Period

A person appointed to a vacant position in the Department must serve a minimum probationary period of twelve months. In the event that the person appointed to a vacant position in the Department has not obtained his/her EMT-Paramedic certification within the minimum twelve-month probationary period, such person's probationary period shall be extended for such time until he obtains his/her EMT-Paramedic certification, or for an additional twelve-month period, whichever occurs sooner.

(b) Membership in Employee Organizations

TLGC Section 143.027(c) shall apply.

(c) Civil Service Protection

A firefighter who was appointed through the Department's hiring process and who serves the entire applicable probationary period automatically becomes a full-fledged civil service employee and has full civil service protection except as modified by this Agreement.

ARTICLE 5

PROMOTIONS

Section 1. Intent

In adopting this article, the Parties agree to implement a promotional system using an Assessment Center component in addition to the written examination. The Parties believe an assessment component to the selection process has improved the selection process and provides promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the position of Fire Lieutenant, Fire Captain or Battalion Chief.

Section 2. Promotional Examination Procedure

- (a) The promotional examination procedure will consist of two parts:
 - 1. a written examination, as defined in this article, consisting of one-hundred (100) multiple choice questions; and, upon passing the written examination part of the promotional examination procedure;
 - 2. participation in an Assessment Center.
- (b) The minimum passing score on the written examination is 70 percent.
- (c) The commission shall adopt rules governing the promotional examination procedure and promotional eligibility lists in accordance with this article and in accordance with Appendix A for the promotional positions of Fire Lieutenant, Fire Captain, and Battalion Chief. Further, the commission may adopt rules to provide for the efficient administration of a promotional examination to eligible promotional candidates who are members of the armed forces serving on active military duty which may include using only the written examination for each candidate for one hundred percent (100%) of all promotional candidates' final scores. If a written examination is offered to an active military candidate, and that candidate receives a minimum passing score, the remaining candidates shall only be required to take the written portion of the promotional process and **Article 4, Section 2 (a) 2** shall not apply to the examination. If the active military candidate does not receive a minimum passing score, Article 4, Section 2 (a) 2 shall still apply.

Section 3. Joint Labor/Management Committee

- (a) A joint Labor/Management Committee (the Committee) shall be established for the purpose of providing feedback and/or mutually agreed upon adjustments to the promotional process outside the regular meet and confer negotiation cycle. Each Party shall designate four (4) representatives to serve on the Committee. A minimum of six (6) members of the Committee including three (3) from labor and three (3) from management must be present for a meeting to be held.
- (b) Committee may be convened prior to an Assessment Center process to provide input to the City regarding the selection of a consultant to prepare and administer the Assessment Center

portion of the Promotional Examination Procedure. The parties, through the director and the Association President, may mutually agree it is unnecessary to convene the committee prior to an Assessment Center to provide feedback regarding the consultant.

(c) The Committee may be convened to evaluate an Assessment Center process at its conclusion. The parties, through the director and the Association President, may mutually agree it is unnecessary to convene the committee following an Assessment Center to evaluate the process.

(d) The Committee may be convened to amend the promotional process by mutual agreement of the Committee and with approval from the commission.

Section 4. Written Examination

(a) The term “written examination” in this article means the written examination provided for under Chapter 143 of the Texas Local Government Code and does not mean any written part of the Assessment Center. The promotional candidate’s score on the written examination shall constitute the candidate’s written score.

(b) For a promotional candidate applying for the Fire Lieutenant classification, sixty percent (60%) of a promotional candidate’s composite score will be based on the written score.

(c) For a promotional candidate applying for the Fire Captain classification, fifty percent (50%) of a promotional candidate’s composite score will be based on the written score.

(d) For a promotional candidate applying for the Battalion Chief classification, forty percent (40%) of a promotional candidate’s composite score will be based on the written score.

Section 5. Assessment Center

(a) For a promotional candidate applying for the Fire Lieutenant classification, forty percent (40%) of a promotional candidate’s composite score will be based on an Assessment Center.

(b) For a promotional candidate applying for the Fire Captain classification, fifty percent (50%) of a promotional candidate’s composite score will be based on an Assessment Center.

(c) For a promotional candidate applying for the Battalion Chief classification, sixty (60%) percent of a promotional candidate’s composite score will be based on an Assessment Center.

(d) The parties agree that certain circumstances may present themselves in a promotional process whereby the promotional candidates may voluntarily choose to waive his/her right to the Assessment Center process, upon recommendation by the Joint Labor/Management Committee. In such situations, ALL candidates must unanimously agree to the voluntary waiver. If so, the parties mutually agree to utilize the “**WAIVER OF RIGHT TO ASSESSMENT CENTER PROCESS**” form included as Appendix C to this Agreement. If all candidates do not agree to waive the Assessment Center, then it will proceed as set forth.

Section 6. Procedure for Making Promotional Appointments

(a) For promotional candidates applying for the Fire Lieutenant classification, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .60 to account for sixty percent (60%) of the candidate's composite score; by taking the candidate's Assessment Center score and multiplying that score by .40 to account for forty percent (40%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) seniority points, to the composite score to compute the final score (see below).

$(\text{Passing Score on Written Examination} \times 60\%) + (\text{Assessment Center Score} \times 40\%) = \text{Composite Score}$

$\text{Composite Score} + \text{Seniority Points (not to exceed 10 seniority points)} = \text{Final Score} *$

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day that the Assessment Center exercises are completed.

(b) For promotional candidates applying for the Fire Captain classification, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .50 to account for fifty percent (50%) of the candidate's composite score; by taking the candidate's Assessment Center score and multiplying that score by .50 to account for fifty percent (50%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) seniority points, to the composite score to compute the final score (see below).

$(\text{Passing Score on Written Examination} \times 50\%) + (\text{Assessment Center Score} \times 50\%) = \text{Composite Score}$

$\text{Composite Score} + \text{Seniority Points (not to exceed 10 seniority points)} = \text{Final Score} *$

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day that the Assessment Center exercises are completed.

(c) For promotional candidates applying for the Battalion Chief classification, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .40 to account for forty percent (40%) of the candidate's composite score; by taking the candidate's Assessment Center score and multiplying that score by .60 to account for sixty percent (60%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) seniority points, to the composite score to compute the final score (see below).

$(\text{Passing Score on Written Examination} \times 40\%) + (\text{Assessment Center Score} \times 60\%) = \text{Composite Score}$

$\text{Composite Score} + \text{Seniority Points (not to exceed 10 seniority points)} = \text{Final Score} *$

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day that the Assessment Center exercises are completed.

(d) Prior to October 1, 2018, each promotional eligibility list remains in existence for one year after the date on which the Assessment Center is completed, unless the eligibility list is exhausted prior to the end of the one year period. At the expiration of the one-year period, the eligibility list expires and a new examination may be held. The Department head shall appoint the eligible promotional candidate having the highest final score on the eligibility list unless the Department head has a valid reason for not appointing the person as provided for under Section 143.036(f) and (g) of the Texas Local Government Code.

(e) The parties agree that effective October 1, 2018, each promotional eligibility list remains in existence for two (2) years after the date on which the Assessment Center is completed, unless the eligibility list is exhausted prior to the two (2) year period. At the expiration of the two-year period, the eligibility list expires and a new examination may be held. The Department head shall appoint the eligible promotional candidate having the highest final score on the eligibility list unless the Department head has a valid reason for not appointing the person as provided for under Section 143.036(f) and (g) of the Texas Local Government Code.

Section 7. Effect of an Eligibility List Created Under this Article

A promotional eligibility list in existence at the time of the effective date of this Agreement shall continue in effect until its expiration pursuant to Article 4 of the 2011-2013 Meet and Confer Agreement. Any promotional eligibility list created under this article will take effect upon the expiration of any eligibility list in existence on the effective date of this Agreement.

Section 8. Appeal

(a) Written Examination

A promotional candidate may appeal the multiple choice written examination under section 143.034 of the Texas Local Government Code. The invalidation of any question or any component of the written examination shall not invalidate the remainder of the written examination.

(b) Assessment Center

A promotional candidate may not appeal, or dispute the Assessment Center or scoring of the Assessment Center to an administrative or judicial body except for fraud committed by an assessor.

(c) Passover

The appeal provisions of Texas Local Government Code 143.036 (f) and (g) apply to a person having the highest overall score if they are not appointed by the Department head.

Section 9. Statutory Override

This article supersedes the following sections of the Local Government Code: sections 143.032(a), 143.032(b), 143.032(c), and 143.032(d) to provide for an Assessment Center process as part of the promotional selection process and posting of the Assessment Center; section 143.032(f) to provide for more flexibility for the timing of scoring; section 143.032(g) to provide for a consultant to administer an Assessment Center as part of the promotional selection process; section 143.033(a) to provide for scoring of the Assessment Center component outside the presence of the promotional candidates; section 143.033(c) to provide for an Assessment Center score as part of the promotional process so that the score is not based solely on the written examination; section 143.033(d) to provide for more time to compute and post the scores of the eligibility list; section 143.034 to provide for an Assessment Center and preclude appeal except for fraud; sections 143.036 (a), 143.036(b), and 143.036(h) to provide for the promotional process in accordance with this article; and section 143.037 to allow the information to be maintained in multiple records retained in the civil service files.

ARTICLE 6

APPOINTMENT OF PERSONNEL

The two Deputy Chief position may be filled by appointment by the Department head pursuant to the process provided for in section 143.014 of the Texas Local Government Code.

The Fire Marshal designation shall be filled by appointment by the Department head. The Fire Marshal designation shall be appointed to an existing Captain, Lieutenant, or Battalion Chief ranked Officer, but may only be appointed to an existing Captain or Lieutenant rank if there is a Battalion Chief position which remains unfilled. The Fire Marshal shall be paid the same salary as a Battalion Chief regardless of whether the appointment is made to an existing Captain, Lieutenant, or Battalion Chief ranked firefighter. If the Fire Marshal designation is appointed to an existing Captain or Lieutenant, then the Fire Marshal shall move to the unfilled Battalion Chief rank, and an unfilled position shall occur in that Captain or Lieutenant rank, as applicable, and that unfilled Captain or Lieutenant rank shall be filled pursuant to the promotion process as outlined in this Agreement.

This article supersedes section 143.014(b) and section 143.014(c) of the Texas Local Government Code.

ARTICLE 7
DISCIPLINARY ACTION AND APPEALS

Section 1. Suspensions of Three (3) Days or Less

Appealable and Non-Appealable Suspensions

It is understood that some firefighters will make some errors during their career involving rule violations, including those who are good, professional firefighters. The Parties agree that written reprimands and short disciplinary suspensions are for the purpose of reinforcing the need for compliance with departmental standards and not necessarily as punishment.

The Parties agree that when a firefighter is suspended for 1, 2 or 3 days, the firefighter may choose one of two methods of dealing with the suspensions as listed below.

A. **Suspensions that may not be appealed.** The firefighter may forfeit vacation or holiday time equal to the length of the suspension, to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement or promotion. The forfeited vacation or holiday time will not constitute hours worked. In the event a firefighter has received a disciplinary suspension within the preceding 24-month period, the firefighter may only forfeit vacation or holiday time with the Department head's permission. The firefighter must agree that there is no right to appeal if this method of suspension is chosen and sign a waiver of appeal.

B. **Suspensions that may be appealed.** The firefighter may appeal the suspension solely to the commission. If the firefighter chooses to appeal the suspension, the hearing will be conducted as set forth in Texas Local Government Code Section 143.053.

Consideration of Suspensions of Three (3) Days or Less

The Parties agree that disciplinary suspensions of three days or less that were imposed on or after October 1, 2006, will no longer be considered for purposes of transfer or promotion after a specific period of time has passed. The specific period of time required will be equal to one year plus an additional six months for each day of suspension. This section does not apply to appealed suspensions.

After the appropriate passage of time, the Department head shall notify the commission in writing. A copy of the notification document shall be included in both the sections 143.089 (a) and (g) files, and the Department shall enter a notation in these files reflecting this. The Parties agree that the Department and the commission will not alter, destroy, conceal, or remove, any documents related to the temporary suspension, including but not limited to the letter of temporary suspension that was filed with the commission as required by Texas Local Government Code section 143.052(c), or the section 143.089 (a) or 143.089 (g) files. The original suspension paperwork shall still be subject to open records request and as evidence to negate any civil liability claim.

Section 2. Suspensions of Four (4) to Fifteen (15) Days

The Parties agree that when a firefighter is suspended for 4-15 days, the firefighter may choose one of two methods of dealing with the suspension as listed below.

A. **Suspensions that are not appealed.** The firefighter may request to use vacation or holiday time to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement, promotion, or any other purpose. The firefighter must agree that there is no right to appeal if this method of suspension is approved by the Department head.

If requested by the firefighter, the Department head may allow a firefighter to forfeit vacation or holiday time equal to the length of the suspension to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement or promotion. The forfeited vacation or holiday time will not constitute hours worked. Approval of use of vacation or holiday time will be noted in the suspension paperwork. The firefighter must agree that there is no right to appeal if this method of suspension is chosen and sign a waiver of appeal.

B. **Suspensions that may be appealed.** The firefighter may appeal the suspension to the commission or a Hearing Examiner as provided in Texas Local Government Code Sections 143.010 and 143.057.

Section 3. Suspensions of Sixteen (16) to Ninety (90) Days

A. **Mutually Agreed.** Either the Department head may offer to impose, or the firefighter facing discipline may propose to accept, a suspension without pay for a period from sixteen (16) to ninety (90) days. If the firefighter accepts the mutually agreed suspension, there shall be no right of appeal and the firefighter must sign a waiver of appeal. It is also understood and agreed that if the Department head permits the firefighter to forfeit vacation days for suspension, such vacation or holiday time shall be considered as equal punishment to unpaid days of suspension. In no case will sick leave be forfeited for unpaid days of suspension. The forfeited vacation or holiday time will not constitute hours worked.

B. **Non Agreed.** If the Department head imposes a suspension under this section the firefighter may appeal to the commission or to a Hearing Examiner as provided in Texas Local Government Code, sections 143.010 and 143.057.

Section 4. Alternative Discipline by the Department Head

In considering appropriate disciplinary action the Department head may require that a firefighter be evaluated by a qualified professional (within the City's Employees Assistance Program ("E.A.P.")). If that professional recommends a program of counseling and/or rehabilitation for the firefighter, the Department head may, as an alternative to demotion, or temporary or indefinite suspension, or in combination with a demotion or temporary suspension, require that the firefighter successfully complete the recommended program. The program of counseling and/or rehabilitation will be completed on the firefighter's off-duty time, unless the Department head approves the use of accrued vacation leave or sick leave. The firefighter shall be

responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by City's E.A.P. or the firefighter's health insurance plan. If the firefighter's misconduct involves alcohol or substance abuse-related behavior, the Department head may require that the firefighter submit to mandatory alcohol or drug testing, when ordered by the Department head, for a specified period of time not to exceed twelve (12) months.

If, after entering the program of counseling and/or rehabilitation, the firefighter fails or refuses to complete the program, the firefighter may be suspended up to and including an indefinite suspension. The firefighter has the right to appeal by filing an appeal notice in accordance with the provisions of Chapter 143. The suspension may be appealed to a Texas Local Government Code Hearing Examiner or the commission. On appeal, the commission, or 143 Hearing Examiner shall have the same duties and powers set forth in Chapter 143, but shall not have the power to substitute a program of counseling and/or rehabilitation different from the program imposed by the Department head or to substitute any period of suspension for the required program of counseling and/or rehabilitation.

Section 5. Alternative Discipline by Agreement

The Department head may offer the firefighter the opportunity to enter into an alternative disciplinary agreement under which the firefighter would accept a temporary suspension of up to ninety (90) days and if applicable, agree to successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the City's E.A.P. policy. The program of counseling and/or rehabilitation will be completed during the time off for discipline or on the firefighter's off duty time, unless the Department head approves the use of accrued vacation leave or sick leave. The firefighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by the City's E.A.P. program or firefighter's health insurance plan. If the firefighter's misconduct involved alcohol or substance abuse related behavior, the Department head may require that the firefighter submit to mandatory alcohol or drug testing, when ordered by the Department head, for a specified period of time not to exceed twelve (12) months. If the firefighter accepts the opportunity for agreed alternative discipline, the firefighter may not appeal any terms of the Agreement nor the disciplinary action.

If the firefighter fails to successfully complete the program of counseling and/or rehabilitation, the firefighter may be suspended up to and including an indefinite suspension without right of appeal and without right to bring any contract dispute under Article 9 regarding the Agreement or the disciplinary action, before any administrative or judicial body.

Section 6. Last Chance Agreement

In considering appropriate disciplinary action, the Department head may require that a firefighter be evaluated by a qualified professional (within the City's E.A.P). If that professional recommends a program of counseling and/or rehabilitation for the firefighter, the Department head may offer the firefighter, as an alternative to indefinite suspension, the opportunity to enter into a last chance agreement. The agreement may include the following provisions in addition to any other provisions agreed upon by the firefighter and the Department head.

A. The firefighter shall successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Department head.

B. The program of counseling and/or rehabilitation will be completed on the firefighter's off-duty time, unless the Department head approves the use of accrued vacation leave or sick leave. The firefighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation, which are not covered by the City's E.A.P. policy or the firefighter's health insurance plan.

C. The firefighter shall agree to a probationary period not to exceed one (1) year, with the additional requirement that if, during the probationary period, the firefighter commits the same or a similar act of misconduct, the firefighter will be indefinitely suspended without right of appeal.

If the firefighter's misconduct involves alcohol or substance abuse related behavior, the Department head may require that the firefighter submit to mandatory alcohol or drug testing, upon order by the Department head, for a specified period of time not to exceed one (1) year. If the firefighter accepts the opportunity for a last chance agreement, the firefighter may not appeal any terms of the agreement. If the firefighter fails to successfully complete the agreed upon program, the firefighter may be indefinitely suspended without right of appeal.

Section 7. Local Government Code Section 143.057 Hearing Examiner Retained for Suspension In Excess of 3 Days or for Indefinite Suspension

The City recognizes that during the term of this Agreement firefighters have the right to an appeal of an indefinite suspension before a Hearing Examiner as provided in section 143.057 of the Texas Local Government Code. During the term of this Agreement, the Parties specifically agree to retain this right of appeal, as modified herein, notwithstanding any change to section 143.057 which may occur as a result of court or legislative action. This section does not limit a firefighter's ability to appeal a suspension of four (4) to ninety (90) days in the event a suspension is not mutually agreed.

Section 8. Procedures for Hearings Before Civil Service Commission and Independent Hearing Examiners

It is expressly agreed that commission hearings and hearings before Hearing Examiners under Texas Local Government Code 143.057, are informal administrative hearings. Specifically it is understood that neither the Texas Rules of Evidence ("TRE") or the Texas Rules of Court ("TRC") apply to such hearings. The burden of proof shall be by a preponderance of the evidence.

Section 9. Preemption review

The provisions of this Article preempt all contrary local ordinances, executive orders, legislation, or rules adopted by the state or by a political subdivision, including a civil service commission.

It is the specific intent of the Parties to this Agreement, that any express written provision that specifically provides for a procedure, a standard, or a practice other than what is provided for in Subchapter D of Texas Local Government Code 143, is intended to override the applicable statutory provision as allowed by Subchapter C of Texas Local Government Code chapter 142.

Section 10. Expenses

It is agreed that the City and a firefighter disciplined under this article shall share the fees and expenses equally for the hearing examiner. The expenses incurred by or for a witness are paid by the party who calls the witness. In the event a Party desires a court reporter, that Party shall bear that cost 100%. In the event the firefighter is not a member of the Association, and therefore financially responsible for his/her share of any fees; the firefighter shall deposit with the director his/her anticipated share of the fees and expenses (the amount deposited shall equal the fees and expenses for one full day) three (3) days prior to the hearing examiner's deadline to cancel. Failure to deposit the funds timely shall result in the appeal being dropped and acceptance of the discipline imposed.

In the event the fees and expenses for a hearing exceed the deposited amount, the non-association member shall pay the remaining amount due within thirty (30) days of receipt of the bill or authorize, in writing, the City to deduct the amount due from his/her next four (4) paychecks.

ARTICLE 8

BASE SALARY STEP PAY AND OTHER PAY

Section 1. Base Salary and Step Pay Qualifications

It is the goal of this Agreement to set base salary for all firefighters subject to this Agreement at the average salary of the City's peer cities plus 4%, and to achieve this goal by the end of the term of this Agreement. In order to achieve this goal in a fiscally responsible manner, the parties agree to increase the base salaries of all firefighter ranks by two percent (2%) in year one of this agreement.

In year two of this agreement, the base salary for all firefighter ranks will increase by one-half (1/2) of the difference between the then current salary for the firefighter rank and the average of the City's peer cities for that firefighter rank. If a firefighter rank salary is already at the average of the City's peer cities, then that firefighter rank will only receive the cost of living adjustment salary increase as defined below.

In year three of this agreement, the base salary for all firefighter ranks will increase to the average of the City's peer cities, plus an additional increase of 2%. If a firefighter rank salary is already at the average of the City's peer cities plus the additional 2% increase, then that firefighter rank will only receive the cost of living adjustment salary increase as defined below.

In year four of this agreement, the base salary for all firefighter ranks will increase to the average of the City's peer cities, plus an additional increase of 4%. If a firefighter rank salary is already at the average of the City's peer cities plus the additional 4% increase, then that firefighter rank will only receive the cost of living adjustment salary increase as defined below. In addition to the above base salary increases, it is the intent to pay an annual cost of living adjustment salary increase in the amount of 2% in years two, three, and four of this Agreement. If the City's non-civil service employees receive a salary increase greater than 2%, then the firefighters subject to this Agreement will receive an additional percentage salary increase of the difference between the percentage salary increase for the non-civil service employees and the 2% annual cost of living adjustment salary increase the firefighters will receive pursuant to this Agreement. Any such additional salary increase will be paid at the same time as the City's non-civil service employees receive their salary increase. *For example, if firefighters receive a 2% annual cost of living salary increase on October 1, 2020, and the City's non-civil service employees receive a 3% salary increase on January 1, 2021, then the firefighters would receive an additional 1% salary increase on January 1, 2021.*

The "average of the City's peer cities" shall be the average of the actual salary of firefighter ranks from each of the City's comparative cities as determined by the City Council. At present, those City Council selected comparative cities (the "City's peer cities") are: Carrollton, Denton, Grand Prairie, Killeen, Lubbock, Midland, Odessa, San Angelo, Waco and Wichita Falls.

For peer cities that do not have a comparable firefighter rank, the “average of the actual salary of the firefighter rank” will be determined as the midpoint between the rank above and the rank below where the absent rank would otherwise fall. *For example, if San Angelo does not have the rank Lieutenant, then the salary for Lieutenant for San Angelo would be the midpoint between the salary of a firefighter and the salary of a Captain. If the salary of a firefighter is \$50,000, and the salary of a Captain is \$90,000, then the salary for the Lieutenant rank for San Angelo would be \$70,000.*

The actual salary of firefighter ranks from each of the City’s comparative cities shall be fixed as of March 31st of each calendar year. During the month of April of each year, the City Manager, City Finance Director and the Association’s President or his/her Designee, shall review the actual salary of firefighter ranks from each of the City’s comparative cities, and shall, in good faith, determine the average of the City’s peer cities for purposes of this Agreement. In the event that the City Manager, City Finance Director, and the Associations’ President or his/her Designee cannot agree, in good faith, on the average of the City’s peer cities for a firefighter rank or ranks, this Agreement may be reopened for the limited purpose of negotiating the average of the City’s peer cities for the disputed firefighter rank or ranks only.

Base Salary increases for Fiscal Year 2020-2021 shall be postponed from October 1, 2020 to April 1, 2021 for all firefighter ranks. Those salary increases which would have been paid during the period of October 1, 2020 through March 31, 2021 shall be paid, for work performed beginning April 1, 2021, to those firefighters in two equal lump sum payments on December 1, 2021 and December 1, 2022.

In the event that a firefighter retires before April 1, 2021, that firefighter shall be paid the pro rata of the Base Salary increase for the period worked between October 1, 2020 and April 1, 2021. In the event that a firefighter retires on or after April 1, 2021, but on or before December 1, 2021, that firefighter shall be paid in full the lump sums that would have been paid on December 1, 2021 and December 1, 2022. In the event that a firefighter retires after December 1, 2021 but before December 1, 2022, that firefighter shall be paid in full the lump sum that would have been paid on December 1, 2022.

In the event that the City of Abilene receives more than the anticipated tax revenues, the City Manager, in his sole discretion, may pay to the firefighters, in part or in full, the postponed Base Salary on or before April 1, 2021. In the event that payment is made in part, the lump sum payments contemplated for December 1, 2021 and December 1, 2022 shall be reduced in kind.

For Fiscal Years 2021-2022, 2022-2023, and 2023-2024, salary increases are not postponed and shall be paid as set forth in this section 1 and the terms of this Meet and Confer agreement.

Section 2. Longevity Pay

Parties agree that effective October 1, 2018 a firefighter will receive \$4 per month per year of service for one (1) through nine (9) years of service. Beginning in service year ten (10), a firefighter will receive \$8 per month per year of service through thirty (30) years of service. Longevity pay will maximize at \$240 per month (\$2,880 per year) for service year 30 and beyond. The longevity pay schedule is reflected in Appendix D of this Agreement.

Section 3. Texas Commission on Fire Protection Certification Pay

Parties agree that effective October 1, 2018 firefighters who hold certifications from the Texas Commission on Fire Protection will receive monthly certification pay as follows:

Intermediate Officer	\$75
Advanced Officer	\$155
Master Officer	\$275

Certification pay is level specific and does not accumulate.

Section 4. Other Certification Pay

The parties agree that effective October 1, 2018, firefighters who hold five (5) or more special duty certifications that are on the approved list of certifications maintained by Fire Administration will receive \$100 per month for the special duty certifications. A firefighter must have at least five (5) approved certifications in order to receive the certification pay. Further, except as provided below, the certification pay is limited to \$100 per month regardless of the number of certifications in excess of five (5) held. The firefighter is responsible for obtaining any required periodic recertifications. Additionally, effective October 1, 2021, if a firefighter receives a TCFP Driver/Operator certification, then the firefighter will receive \$20 per month as special duty certification pay. Except for Fire Officers, the TCFP Driver/Operator certification may be used for this standalone special duty certification pay, or as one of the five approved certifications as provided in the paragraph above, but not both. Fire Officers are not eligible for this TCFP Driver/Operator certification special duty pay, but may use the TCFP Driver/Operator certification as one of the five approved certifications as provided in the paragraph above.

Additionally, effective October 1, 2019, the apparatus driver for each regularly scheduled shift will receive special duty pay of \$15 per shift. In order to qualify for this stipend, the firefighter must: (1) possess the TCFP Driver/Operator certification, and (2) actually drive the apparatus pumper or ladder during their shift. Only one driver per apparatus per shift will be paid this special duty pay. Additionally, effective October 1, 2019, Paramedic certification pay shall be \$225.00 per month, and effective October 1, 2021, Paramedic certification pay shall be \$250.00 per month

Section 5. Exemption for Deputy Fire Chief Classification

The increases outlined in Section 1 do not apply to the classification of Deputy Fire Chief. Base salary and step pay for the classification of Deputy Fire Chief will be determined by the City and will apply across the board to the rank of Deputy Fire Chief.

Section 6. Temporary Duties in Higher Classification

Out of classification pay will be paid at the hourly rate based upon the base salary of the higher classification plus EMT-Intermediate/Paramedic step pay for which the person is qualified, and no other step pay of the higher classification shall apply.

Section 7. Statutory Override

This article supersedes Texas Local Government Code: sections 141.033(a) and 143.041(b) as this article establishes more than one base salary in each classification; section 143.038(b) to pay out of classification pay at the hourly rate based upon the base salary of the higher classification plus EMT-Intermediate/Paramedic pay for which the person is qualified and excludes any other step pay of the higher classification; and sections 143.041(c) and 143.044 as this article established step pay qualifications within each classification and will be paid only according to those qualifications within each classification.

ARTICLE 9

CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE

Scope of Procedure. The City and Association recognize that from time to time disagreements between the Parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Matters involving the interpretation, application, or alleged violations of a specific provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure. The Parties agree the provisions of this article do not apply to disciplinary actions.

Application of Procedure. If either the City or the Association has a dispute with the other Party regarding this Agreement, that Party should reduce the dispute to writing and deliver it to the other's designated representative, who for the Association shall be its President and for the City shall be its Department Head or City Manager. A firefighter may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association.

Each matter shall state the factual basis for the dispute, identify the applicable sections of this Agreement and identify the specific remedy sought. Any claim or dispute by an employee or group of employees under this Agreement, which includes a claim for pay or benefits for any past pay periods, must be filed by the employee with the Association within ten (10) working days of the date when the employee knew or reasonably should have known of the claim. The Department Head may require by policy for submission of contract disputes within the Chain of command, but shall have a duty to determine the matter within thirty (30) days of its receipt from the Association.

If the Association does not accept the decision by the Department Head, it shall have five (5) days to notify the Department Head. The Parties shall then again attempt to resolve the matter. It is intended that during this resolution process that the labor/management group that assisted in the formation of the Agreement will provide input to their respective sides as to what was intended. If the representatives have not been successful in resolving the issue within ten (10) days from the Association's notification, the matter shall proceed to mediation or arbitration.

Mediation. If the dispute is not resolved after thirty (30) days from the Association's notification, either Party shall have the right to seek mediation of the dispute by requesting mediation in writing within ten (10) days. The mediation will proceed before a mutually agreed mediator. If a mediator is not mutually agreed upon, or if mediation is not successful, either party may elect to proceed with arbitration within ten (10) days after mediation if it is not successful. In the event the Parties resolve the dispute as a result of mediation, the mediated resolution will be in writing and will be final and binding.

Arbitration. The Parties agree the director will contact the American Arbitration Association to obtain a panel of qualified arbitrators from which to select an arbitrator.

The arbitration shall be held at the earliest available date. The hearing shall be held at a location which is convenient for all Parties and the arbitration shall be conducted informally, without strict evidentiary or procedural rules. The arbitrator shall consider and decide only the issue(s) in the dispute statement or as submitted in writing by agreement of the Parties. The hearing shall be concluded as expeditiously as possible. The arbitrator shall attempt to render a bench ruling, but in the event is unable to do so, the arbitrator shall render a written decision upon the matter within thirty (30) days after the close of the hearing.

Decision Final and Binding. The Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the agreement or create additional provisions not included in the Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the grievance submitted to the arbitrator.

The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud or collusion or which exceeds the arbitrator's jurisdiction, or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

Expenses. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration including witness fees, but the fees and expenses of the arbitrator shall be borne equally by the Parties. In the event a Party desires a court reporter, that Party shall bear that cost 100%.

Non-Association Members and Expenses. Dispute Resolution Requests of Non-Association members must follow the same procedure outlined by this article and in accordance with the law will be pursued by the Association, if accepted, until final resolution is reached.

However, should the request of a Non-Association member require that Association resources be used, the Non-Association member will be required to pay 100% of all expenses incurred while pursuing final disposition.

The Non-Association member shall deposit with the director his/her anticipated share of the fee (the amount deposited shall equal the fee for one full day) twenty (20) business days or such shorter period to avoid additional cancellation fees, prior to hearing date. Failure to deposit the funds shall result in the appeal being dropped.

In the event the fee for a hearing exceeds the deposited amount, the Non-Association member shall pay the remaining amount due within thirty (30) days of receipt of the bill or authorize in writing the City to deduct the amount due from his/her next four (4) paychecks.

ARTICLE 10

CIVIL SERVICE COMMISSION

Section 1. Commission

It is the desire of the City and the Association to include the Association's suggestions for members of the commission. As part of the process to appoint commissioners under section 143.006 of the Texas Local Government Code, upon the commencement of the term of this Agreement, the Association will maintain a list of three (3) names of eligible candidates with the director to serve as potential members of the commission in the event a vacancy arises for an appointment or reappointment of the commission during the term of this Agreement.

At the first meeting of the commission of the calendar year, the commission shall elect a chairperson and a vice-chairperson.

Section 2. Statutory Override

This Article supersedes section 143.006(e) Texas Local Government Code to allow for the election of a chairperson and vice-chairperson outside the month of January.

ARTICLE 11

WELLNESS

It is the desire of the City and the Association to maintain the highest standards of health in the Fire Department. Toward that goal, an annual physical examination will be conducted for each firefighter at no cost to the firefighter. It is also the desire of both parties to improve the physical well being of Department employees and that any program development take into consideration the IAFC/IAFF Wellness/Fitness initiative.

ARTICLE 12

MISCELLANEOUS PROVISIONS

Section 1. Funding Obligation

(a) The City presently intends to continue this Agreement each fiscal year through its term, to pay all amounts due, and to fully and promptly perform the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues or any other funds lawfully available for those obligations, including tax revenues reasonably anticipated at equal or higher total gross amounts as were collected in fiscal year 2016, and appropriated for such purpose by the City Council in compliance with the Texas Constitution, Article 11, Sections 5 and 7.

(b) In the event the City cannot meet its funding obligations after exhausting all reasonably available recurring revenue as provided in the State Constitution, this Agreement shall terminate and shall be null and void in its entirety on the first date that such funding is not met pursuant to this Agreement. If at any time during the term of this Agreement, or any extension thereof, the electorate of the City subjects the government of the City to a rollback election; and, as a result of such rollback election, the City suffers a reduction in revenues due to a reduction in the tax rate, the Association agrees to reopen the salary and other compensation provisions of this Agreement for the purpose of renegotiating the same. If sixty (60) days after these negotiations begin, no agreement has been reached, this Agreement shall terminate and be null and void in its entirety.

Section 2. No Petition

The Parties agree to the salary provided for in Article 7 and override section 141.034 of the Texas Local Government Code to preclude a petition to increase salaries during the term of this Agreement. The Association further agrees it will not support or seek any proposed Charter amendment or initiative election that would provide for any increase in wages, salary, pay, or benefits during the term of this Agreement.

Section 3. Minimum Staffing

The parties agree that, excluding the Battalion Chief and Field Resource Medic (FRM) positions, forty-eight (48) “at work and available” personnel will be considered minimum staffing for each shift of the Abilene Fire Department (AFD). This staffing level provides twelve (12) frontline pieces of equipment with four (4) personnel. “At work and available” is defined as possessing Personal Protective Equipment (PPE) and having an apparatus available on which to respond to calls for service. Minimum staffing will be maintained with the exception of brief time periods for staffing transitions (i.e. training, meetings, callback of over-timers, etc.). These time periods will not exceed four (4) hours in length. Apparatus will never be staffed with less than three (3) personnel. General Order 04 addresses situations in which a crew is working with reduced staffing.

Further, the parties agree that if additional frontline equipment pieces are added or deleted from the base number of twelve (12), then four (4) personnel per piece of equipment will be added or deleted from the base number of forty-eight (48).

Section 4. Sick Leave Buy-back

The parties agree, beginning October 1, 2021, firefighters who work a 40 hour work week may request buy-back of up to 20 hours of sick leave accrued above 720 hours of sick leave. Beginning October 1, 2022, firefighters may request buy-back of up to 40 hours of sick leave accrued above 720 hours of sick leave. *For example, if an eligible firefighter has 740 hours of sick leave accrued on October 1, 2021, that firefighter may request a buy-back of up to 20 hours of sick leave.* Sick leave buy-back will paid at the firefighter's then hourly wage.

The parties agree, beginning October 1, 2021, firefighters who work a 56 hour work week may request buy-back of up to 28 hours of sick leave accrued above 1080 hours of sick leave. Beginning October 1, 2022, firefighters may request buy-back of up to 56 hours of sick leave accrued above 1080 hours of sick leave. *For example, if an eligible firefighter has 1108 hours of sick leave accrued on October 1, 2021, that firefighter may request a buy-back of up to 28 hours of sick leave.* Sick leave buy-back will paid at the firefighter's then hourly wage.

ARTICLE 13

EMS REOPENER

The Parties agree to reopen the provisions of this Agreement for the purpose of renegotiating the same in the event the City Council takes formal action establishing the Department as the provider for emergency medical transport services and the City no longer contracts with a third party vendor for emergency medical transport services. If the Parties fail to reach an agreement within 90 days of the date negotiations begin or by the last day of any mutually agreed extension period(s) then this Agreement shall terminate and be null and void except any hiring or promotional eligibility list in effect at that time under Article 3 and Article 4 of this Agreement shall continue to be valid until the expiration of each respective list as outlined in Article 3 and Article 4.

ARTICLE 14

ASSOCIATION BUSINESS LEAVE

Section 1. Creation of Association Business Leave. Authorized Association Representatives shall be permitted to have paid time off, designated as Association Business Leave (ABL), to conduct Association business under the conditions specified in this Article.

Section 2. Permitted Uses of ABL. ABL may be used for activities that directly support the mission of the Department or the Association, or are deemed mutually beneficial to both the Department and Association, but do not otherwise violate the specific terms of this article. It is specifically understood and agreed that no paid time off shall be utilized for political lobbying at the local, state, or national level.

Section 3. Written Request Required

(a) All requests for ABL must be made in writing by the Association President and submitted to the Department head at least five (5) calendar days in advance of the date of the requested leave. To be considered timely, the request must be received in person, by fax, or by electronic mail by noon of the day notice is due. The Department head, in his/her discretion, may approve a late request for leave if he/she determines that circumstances warrant approval and it does not disrupt operations of the Department. All requests are subject to approval of the Department head who will designate the number of days' leave granted.

(b) Administrative procedures and details regarding the implementation of this Article shall be specified in Departmental policy.

Section 4. Establishment of Association Business Leave Balance

It is the desire of both Parties to sustain a reasonable balance in the Association Business Leave pool. To facilitate this goal, a firefighter who has in excess of 1080 hours of accrued sick leave (shift personnel) or 720 hours of accrued sick leave (staff personnel) may make an annual donation of up to 24 hours of sick leave (shift) or 20 hours of sick leave (staff) toward the ABL balance. A firefighter who does not have the previously stated threshold balances of accrued sick leave may make an annual donation of up to 12 hours of vacation or holiday leave (shift) or 10 hours of vacation or holiday leave (staff) toward the ABL balance. This annual donation must be submitted on forms developed for this purpose to Human Resources no later than October 21 of each year. To further sustain the fund, at retirement a firefighter who has in excess of 1080 hours of accrued sick leave (shift personnel) or 720 hours of accrued sick leave (staff personnel) may make a one-time donation of up to 96 hours of sick leave (shift) or 80 hours of sick leave (staff). Both Parties agree that the usage of Association Business Leave by Association members will be capped at one thousand (1,000) hours per year.

ARTICLE 15

TERM OF AGREEMENT

Section 1. Term

This Agreement shall have an effective date of October 1, 2019, and shall remain in full force and effect through September 30, 2023, and extended thereafter until superseded by a new agreement or until April 1, 2024, whichever occurs first.

Section 2. Notice of Intent to Negotiate

Association shall provide to City notice of intent to negotiate, pursuant to Section 2 of this Article, no later than May 15 of each year of the Agreement.

ARTICLE 16

SAVINGS CLAUSE AND PREEMPTION PROVISION

Section 1.

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the Parties shall meet as soon as possible to agree on a substitute provision. However, if the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Meet and Confer negotiations are resumed. To this end, the provisions of this Agreement are severable. This Agreement may be amended by written mutual agreement.

Section 2.

The provisions of this Agreement shall supercede the provisions of any statute, Executive Order, local ordinance, or rule, which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143; Ordinances of the City of Abilene, Texas; and Rules and Regulations of the Firefighter's Civil Service Commission for the City of Abilene, Texas. This preemption provision is authorized by section 142.117 of the Texas Local Government Code, and the Parties have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of superceding the statutory standard or result which would otherwise obtain, in the absence of this Agreement.

SIGNATURE & EXECUTION PAGE

THE FOREGOING INSTRUMENT AS BEEN DULY NEGOTIATED, REVIEWED, AND AGREED TO BY EACH OF THE SIGNATORIES INDICATED BELOW:

THE CITY OF ABILENE, TEXAS

(Approved by Abilene City Council on the _____ day of _____, 2020)

By: _____ Dated: _____
ROBERT HANNA
CITY MANAGER

ATTEST:

SHAWNA ATKINSON
CITY SECRETARY

APPROVED:

APPROVED AS TO FORM:

CANDE FLORES, FIRE CHIEF

STANLEY SMITH, CITY ATTORNEY

**THE ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION,
IAFF, LOCAL #1044**

(Ratified by APFFA Membership on the _____ day of _____, 2020).

By: _____ Date: _____
JUSTIN BULLOCK
PRESIDENT, APFFA - IAFF LOCAL #1044

By: _____ Dated: _____
CHUCK GALCO
SECRETARY, APFFA – IAFF LOCAL #1044

APPENDIX A

ABILENE FIRE DEPARTMENT AMENDMENT TO THE CIVIL SERVICE PROMOTION SYSTEM FOR PROMOTION TO ALL RANKS

I. Promotional Examination Notification

- (a) The director shall publicize each vacancy and shall complete promotional examinations to fill the vacancies within ninety (90) days after the date the vacancy occurs or a new position is created if no eligibility list exists. If an eligibility list exists on the date a vacancy occurs, the vacancy shall be filled from the eligibility list within sixty (60) days after the date the vacancy occurs.
- (b) No later than ninety (90) days prior to the date a promotional examination is to be held the commission shall post a notice which lists the sources from which the examination questions will be taken. The notice shall include the name of each source to be used for the examination and the chapters used from each source. The official notice will be posted in the hallway of City Hall continuously, but may be revised from time to time to include new sources and/or delete sources that are out-of-date. Changes shall be posted at least ninety (90) days prior to the examination date. Efforts will be made to post the notices at each fire station.
- (c) Thirty (30) days prior to the date a promotional examination is held, the commission shall post a notice of the examination in plain view in the hallway of City Hall and at each fire station for a minimum of five (5) days. The notice must state the position to be filled for which the examination is being held, the date, time and place of the examination.
- (d) A Firefighter may take a promotional examination for the first tested position if he/she has served in the Department for three continuous years from the time of their hire date. Those who hold the rank of Firefighter will be eligible for promotion to the first tested position of the Department once the person has served in the Department for five continuous years. For promotions beyond the first tested position, the candidate must have held the previous rank for a minimum of two years to be eligible for testing and promotion to the next rank.

II. Promotional Examination Procedure

The Promotional Examination Procedure will consist of two parts.

- (a) A written examination, as defined in Article 4 of the Agreement, consisting of one-hundred (100) multiple choice questions; and upon passing the written examination part of the promotional examination procedure,

- (b) Participation in an Assessment Center.

III. Promotional Written Examination Criteria

All promotional candidates shall be given a written examination in accordance with the requirements of this Amendment and Article 4 of the agreement.

The City will contract with a consultant for preparation of the written examination. The consultant will develop the written examination from sources determined by the Department and the prerequisites of this Amendment.

The written examination shall be prepared so as to test the knowledge of the eligible promotional candidates concerning information and facts, or the application of information and facts, based upon material drawn from the sources listed on the Notice of Source Materials for the Written Examination posted by the commission no later than ninety (90) days prior to the examination.

The specific titles of the source materials will be selected and announced in accordance with the ninety (90) day notice. The written examination Source Material shall be of reasonably current and revised publication. It is the responsibility of the candidate to obtain the source materials for the written exam.

All eligible promotional candidates shall be given the written examination in the presence of each other. An exception will be made for a qualified promotional candidate who is serving on active military duty outside of this state or in a location that is not within reasonable geographic proximity to the location where the test is being administered. In this case, the provisions of the Texas Local Government Code §143.032 (b) will be followed and the commission may adopt rules providing for the efficient administration of promotional examinations to eligible promotional candidates who are members of the armed forces serving on active military duty. If the promotional candidate will continue to be on active military duty on the date(s) of the scheduled Assessment Center, the candidate will not be required to participate in the Assessment Center and the written examination score shall account for one-hundred percent (100%) of all promotional candidates' examination scores.

All of the questions asked in the written examination shall be prepared and composed in such a manner that the scoring of examination papers can be promptly completed immediately following the examination. The written examination questions shall be based upon the duty requirements for the position being tested.

Each written examination shall be scored with a mechanical or electronic scoring system immediately upon a candidates' completion of the examination. The scoring may be completed by hand if the mechanical or electronic scoring system fails or malfunctions.

The scoring of each written examination shall be completed at the examination site and in the presence of the candidate who requests it.

The score of seventy percent (70%) on the written examination shall be considered passing. Those who do not pass the written examination shall be eliminated from further consideration.

Candidates possessing the top scores from the written examination shall participate in the Assessment Center based upon the following formula:

- (a) For the position of Fire Lieutenant: Four (4) candidates for each anticipated position, as determined by the Department head, but not less than twelve (12) shall attend the Assessment Center. In the event that less than twelve (12) persons pass the written examination, only the passing number of candidates will participate in the Assessment Center.
- (b) For the positions of Fire Captain and Fire Battalion Chief: Four (4) candidates for each anticipated position, as determined by the Department head, but not less than eight (8) shall attend the Assessment Center. In the event that less than eight (8) persons pass the written examination, only the passing number of candidates will participate in the Assessment Center.

TIE BREAKER - When two (2) or more candidates have the equal scores on the written examination for the last position and, as a result, a tie exists on the list to attend the Assessment Center, all of the candidates tied for last position will attend the Assessment Center.

IV. Promotional Examination Assessment Center Criteria

The Assessment Center shall be administered by a consultant independent of the Department and the City.

The City will contract with the consultant to design and administer an Assessment Center promotional process for the Department according to the prerequisites of this Amendment. The consultant is responsible for the preparation and security of each promotional Assessment Center.

The consultant of the Assessment Center shall be an individual or company with proven expertise in the field of administering the entire Assessment Center process. The consultant will be mutually agreed upon by the Department head and director.

The consultant will develop not less than three exercises for the Assessment Center that test the candidate's possession of the seven dimensions listed below and must include at least one Fire Ground Tactical Scenario:

1. Problem Solving/Decision Making

2. **Planning and Organization**
3. **Oral Communication**
4. **Leadership/Supervision**
5. **Adaptability**
6. **Interpersonal Skills**
7. **Written Communication Skills**

It is understood that not all dimensions listed above may be tested in an exercise.

The consultant will make available at least two (2) separate orientation sessions covering the same material to explain the Assessment Center Process, not less than seven (7) days prior to the first day that the Assessment Center is convened. Any candidate who took the test will be invited and encouraged to attend. The orientations will provide information, examples, and explanations on all aspects of the Assessment Center Process.

The consultant will select as many assessors as it requires within the following guidelines. In this section, Fire Officer shall refer to any firefighter holding the rank of Fire Lieutenant or higher.

- (a) Assessors selected must have a well-established background in the following areas: Personnel Administration; Behavioral Science; Fire Administration and Operations; and Fire Ground Command and Tactics.
- (b) There must be at least two (2) certified Fire Officer Assessors for every one (1) civilian Assessor appointed by the consultant.
- (c) All certified Fire Officer members of the Assessor board shall be of any rank equal to or higher than the position sought.
- (d) Certified Fire Officer Assessors must come from a department having a population jurisdiction of not less than fifty-thousand (50,000).
- (e) Prior to the commencement of the Assessment Center, each Assessor will certify by a signed and witnessed affidavit that he or she has not talked to or corresponded with ANY PERSON about any candidate's abilities, personality, or qualifications for promotion.

V. Tabulation of Final Scores

(a) **Written Examination:** The written score of a promotional candidate will comprise the percentage of the composite score as indicated below by rank:

1. Lieutenant – sixty percent (60%)
2. Captain – fifty percent (50%)
3. Battalion Chief – forty percent (40%)

(b) **Assessment Center:** The assessment center score of a promotional candidate will comprise the percentage of the composite score as indicated below by rank:

1. Lieutenant – forty percent (40%)
2. Captain – fifty percent (50%)
3. Battalion Chief – sixty percent (60%)

(c) **Seniority Points:** Applicable seniority points (not to exceed 10 seniority points) will be added to the composite score of the written examination and assessment center to compute the final score. (See below for rank specific examples)

1. Lieutenant

(Passing score on Written Examination x 60%) + (Assessment Center Score x 40%) = Composite Score
Composite Score + Seniority Points (not to exceed 10 seniority points) = Final Score

2. Captain

(Passing score on Written Examination x 50%) + (Assessment Center Score x 50%) = Composite Score
Composite Score + Seniority Points (not to exceed 10 seniority points) = Final Score

3. Battalion Chief

(Passing score on Written Examination x 40%) + (Assessment Center Score x 60%) = Composite Score
Composite Score + Seniority Points (not to exceed 10 seniority points) = Final Score

(d) When two or more candidates have the same final score, Section 33 (b) of the local rules will prevail.

Candidates shall be placed on an eligibility list according to their final score, highest to lowest. The list will be presented to the Department head as soon as possible after tabulation. The eligibility list will be effective for one year after the date on which the Assessment Center is completed unless the eligibility list is exhausted.

The multiple choice written examination portion of the promotional process remains subject to appeals as set forth in Section 34 of the commission's Local Rules and Regulations. A promotional candidate may not appeal, or dispute, the Assessment Center or scoring of the Assessment Center to an administrative or judicial body except for fraud committed by an assessor. The invalidation of any question or any component of the written examination shall not invalidate the remainder of the written examination.

The Department head shall retain discretion for promotions as set forth in Chapter 143 of the Texas Local Government Code.

APPENDIX B

FORMS: CONTRACT DISPUTE RESOLUTION

(forms follow next four pages)

Case No. _____

CITY OF ABILENE
FIRE DEPARTMENT CONTRACT DISPUTE RESOLUTION FORM
FIREFIGHTER'S STATEMENT

_____	_____	_____	_____
Name	Address	City/State	Phone
_____	_____	_____	_____
Shift/Station	Title/Rank		Phone

Statement

Briefly Describe the Issue. Include the Section or Article of the Contract in question. Use additional page if necessary.

REMEDY OR ADJUSTMENT SOUGHT: Use additional page if necessary.

Firefighter

Date

Deliver to: Association

Received by Association: Signature and Date _____

Case No. _____

CITY OF ABILENE
FIRE DEPARTMENT CONTRACT DISPUTE RESOLUTION FORM
ASSOCIATION COMMITTEE FINDINGS AND RECOMMENDATION

Committee Members Refer to case number for employee's statement of facts.

Name

Name

Name

Name

Association Committee Statement

The Association Committee met and reviewed the above referenced contract dispute request and reached the following conclusion(s) on the subject.

ASSOCIATION COMMITTEE RECOMMENDATION

Solve Internally _____ **Reject** _____ **Forward** _____

Committee Representative

Date

Association Officer

Date

Date forwarded to administration (if applicable) _____

Case No. _____

**CITY OF ABILENE
CONTRACT DISPUTE RESOLUTION
FIRE DEPARTMENT**

CITY’S RESPONSE

CITY RECOMMENDATION

Leave as is:

Solve by the following action:

City Representative _____ Date _____

Case No. _____

**CITY OF ABILENE
CONTRACT DISPUTE RESOLUTION
FIRE DEPARTMENT**

ADDITIONAL INFORMATION/SUPPLEMENT SHEET

[illegible]

Employee's Signature _____ Date _____

Association Committee Representative Signature_____ Date_____

APPENDIX C
WAIVER OF RIGHT TO ASSESSMENT CENTER PROCESS FORM

(form follows next two pages)

WAIVER OF RIGHT TO ASSESSMENT CENTER PROCESS PER ARTICLE 4 OF THE 2017 MEET AND CONFER AGREEMENT BETWEEN THE CITY OF ABILENE AND THE ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, IAFF LOCAL 1044.

I understand that per the Meet and Confer Agreement between the City of Abilene and the Professional Fire Fighters Association IAFF Local 1044, dated _____, Article 4, Promotions, all promotions to the rank of _____ are accomplished through a written exam and an assessment center process. By executing this document, I am agreeing to waive my right to participate in an assessment center prior to promotion to the rank of _____.

I hereby agree and waive my right to participation in the assessment center in accordance with each of the following conditions:

I agree that the City of Abilene, the Abilene Fire Department or its' current or former members have not made any promise or offer to induce or persuade me to waive my rights to an assessment center.

I understand that with this waiver, scoring for this promotional process will be written exam plus seniority points.

I understand that waiving my right to the assessment center may affect my future promotional opportunities and I am entitled and encouraged to seek legal counsel before signing this waiver. I agree that the City of Abilene and the Abilene Fire Department are not responsible for any of my costs, expenses, and attorney's fees, if any, incurred in connection with any claim or the review and signing of this document.

I understand that I have **5 days** from insert date to seek counsel and execute this waiver.

I understand that I have **7 days** after executing this waiver where I may revoke the waiver. This waiver shall not become effective or enforceable until the revocation period has expired. I understand that I must provide written notice to the Civil Service Director should I decide to revoke my waiver

I understand that this agreement shall be governed by the laws of the State of Texas and the City of Abilene without effect to conflicts of law principles.

THIS WAIVER BECOMES NULL AND VOID AND OF NO FURTHER FORCE OR EFFECT IF THE CIVIL SERVICE DIRECTOR DOES NOT RECEIVE THE EXECUTED WAIVER ON OR BEFORE THE FIFTH (5th) DAY AFTER CANDIDATE FOR PROMOTION IS PRESENTED WITH THIS DOCUMENT.

IN WITNESS WHEREOF, I have placed my signature this ____ day of _____ ,

[NAME AND RANK]

On this ____ day of _____ , 201__ , before me, _____ , the undersigned, personally appeared [NAME], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____

Date Received: _____ By: _____

APPENDIX D

FIRE LONGEVITY PAY Effective October 1, 2018

# of Years	(Maximum \$240/month at 30 Years)			
	Longevity \$ / Year	# Years Tenure	\$ / Month	\$ / Year
1	\$4	1	\$4	\$48
2	\$4	2	\$8	\$96
3	\$4	3	\$12	\$144
4	\$4	4	\$16	\$192
5	\$4	5	\$20	\$240
6	\$4	6	\$24	\$288
7	\$4	7	\$28	\$336
8	\$4	8	\$32	\$384
9	\$4	9	\$36	\$432
10	\$8	10	\$80	\$960
11	\$8	11	\$88	\$1,056
12	\$8	12	\$96	\$1,152
13	\$8	13	\$104	\$1,248
14	\$8	14	\$112	\$1,344
15	\$8	15	\$120	\$1,440
16	\$8	16	\$128	\$1,536
17	\$8	17	\$136	\$1,632
18	\$8	18	\$144	\$1,728
19	\$8	19	\$152	\$1,824
20	\$8	20	\$160	\$1,920
21	\$8	21	\$168	\$2,016
22	\$8	22	\$176	\$2,112
23	\$8	23	\$184	\$2,208
24	\$8	24	\$192	\$2,304
25	\$8	25	\$200	\$2,400
26	\$8	26	\$208	\$2,496
27	\$8	27	\$216	\$2,592
28	\$8	28	\$224	\$2,688
29	\$8	29	\$232	\$2,784
30	\$8	30	\$240	\$2,880
>30	\$8	30	\$240	\$2,880

Approving the Revised 2019-2023 Meet & Confer Agreement with the Abilene Professional Firefighters' Association



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **12. Ordinance (First Reading) Z-2020-11: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Cade and Katie Browning to rezone property from Single Family Residential 12 (RS-12) to Single Family Residential 12/Historic Overlay (RS-12/HO) zoning located at 910 Highland Avenue. (*Mike Warrix*)**

GENERAL INFORMATION

The applicant is requesting to rezone from Residential Single Family (RS-12) to Residential Single Family with Historic Overlay Designation (RS-12/H).

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 4-0.

ATTACHMENTS:

1. Z -2020-11 ordinance
2. 1- Z-2020-11 Council Staff Report
3. 2- Z-2020-11 Council 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 13th day of August 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 18th day of July, 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 5:30 a.m. on the 27th day of August, 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 27th day of August, A.D. 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Rezone property from RS-12 (Single-Family Residential) to RS-12/H (Single-Family Residential/Historic Overlay).

Legal description being all of Lot 5 in Block 20 of the Continuation to the Highland Addition to the City of Abilene, Taylor County Texas



-END-

Location: 910 Highland Avenue

Historic Overlay District

CASE Z-2020-11

STAFF REPORT



REQUEST: Historic Overlay Zoning

APPLICANT:

Owner: Cade & Katie Browning

HEARING DATES:

Landmarks Commission: June 23, 2020

P & Z Commission: August 4, 2020

City Council 1st Reading: August 13, 2020

City Council 2nd Reading: August 27, 2020

LOCATION:

910 Highland Avenue, at the southwest corner of South 9th Street and Highland Avenue. Legal Description being all of Lot 5 in Block 20 of the Continuation to the Highland Addition to the City of Abilene, Taylor County Texas.

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting to add Historic Overlay District Zoning to the subject property. The subject property is zone RS-12. If approved, this would result in RS-12/HO zoning form the subject property.

The William J. Fulwiler house, built in 1925, is one of the few landmarks here in Abilene that represents Italian Renaissance architecture. As Abilene's premier example of this type of architecture, this residence exhibits rich ornamentation and classically inspired detailing that distinguishes the building from others in the neighborhood. The symmetrical façade, round arched first floor openings, and broken pediment are typical of Italian Renaissance. The building is also associated with historical context in "The Railroad and Abilene's Development into a Wholesale and Distribution Center in West, Texas 1881 – 1939;" a historical resource published with the National Park Service. The book cites the involvement of the original owner, William J. Fulwiler. Mr. Fulwiler was the owner of Fulwiler Motors Company, Manager of Fulwiler Electric Company, and involved in several investments such as McMurry University, Camp Barkley, and the original Hilton Hotel, now known as the Windsor Hotel.

This structure has been accepted into the National Park Service National Register of Historic Places on November 26, 2018 and placed on the Texas Historical Commission list of Historic Structures on December 9, 2019.

APPLICATION REVIEW:

According to Section 2.3.4.4 (c), Criteria for Designation, of the City of Abilene's Land Development Code (LDC), Historic Overlay Districts shall be established only if principal districts, conservation districts, area, sites, structures, buildings, properties, or objects within the boundaries of a proposed zone exhibit any one or more of the following characteristics:

- (1) Possesses significance with respect to history, culture, architecture, archeology, paleontology, or as a natural site with a demonstrable cultural association;**
- (2) Is associated with events that have made a significant contribution to the broad patterns of local, regional, state, national, or international history;**

- (3) Embodies characteristics distinct to a type, period, or method of construction or architecture,**
- (4) Is associated with the lives of persons significant in local, regional, state, national, or international history;**
- (5) Represents a distinctive and familiar visual feature of a neighborhood or of the city;**
- (6) Represents the works of a master designer, architect, builder, or craftsman.**

It is the opinion of staff that the subject property meets more than one of the criteria stated in Section 2.3.4.4.

According to Section 1.4.1.4, Criteria for Approval, 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 designate this area as “Low Density Residential.” The neighborhood has been in the city limits since at least 1922 with multiple historic properties in the area, some of which located to the west at Sayles Boulevard and 9th Street.

- (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 historic designation permitted by the proposed zone change would be appropriate in the immediate area. There are six (6) properties with Historic Overlay (HO) zoning approximately 175 to 400 feet from the applicant.

	<u>Zoning</u>	<u>Existing Land Use</u>
North	RS-12	Residential Uses
South	RS-12	Residential Uses
East	RS-12	Residential Uses
West	RS-6	Residential Uses

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

This proposed zoning request should 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.

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

It is the opinion of staff that 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).

LANDMARKS COMMISSION RECOMMENDATION:

On June 23, 2020, the Landmarks Commission recommended approval based on the criteria for designation contained in Section 2.3.4.4 (c).

STAFF RECOMMENDATION:

Staff recommends approval of the request. The rezoning request was reviewed pursuant to Sections 2.3.4.4 (Criteria for Designation) and 1.4.1.4 (Criteria for Approval).

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval of this application by a vote of four (4) to zero (0), on August 4, 2020.

NOTIFICATION:

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

Owner	Situs	Response
ARRANT LUCIA	2309 S 10TH ST	
ARRANT LUCIA	1002 SANTOS ST	
BOYLES JOHN H & LAUREN	889 SANTOS ST	
BRINKMAN SAMUEL & LORA	2201 S 10TH ST	
BROWNING CADE W &	910 HIGHLAND AV	
BUIE BRENDA SUE	918 SANTOS ST	
CAPRA TWIG HANNAH NICOLE	917 GRAND AV	
CAUDLE MATTHEW R & NICOLE C	890 SANTOS ST	
CHALMERS MARILYN TULL	898 SAYLES BL	
COLLIER PATRICIA W	902 SANTOS ST	In Favor
CORLEY RICKY E & CINDY	902 SAYLES BL	
COX CONALD W & JANIE	881 HIGHLAND AV	
CREEL JAMES FRED JR &	886 HIGHLAND AV	
GALLOWAY PATRICIA KAY	917 HIGHLAND AV	
KEEBLE WILLIAM R III & DIANE	877 SANTOS ST	
KNIGHT KELLY D	901 GRAND AV	Opposed
LEE NORMAN L	920 SAYLES BL	
LONDON NICOLE J	926 SANTOS ST	
MARTIN HOWARD L &	901 HIGHLAND AV	
MUMME JUNE LEISHMAN	897 HIGHLAND AV	
MYSTUFF LLC	888 HIGHLAND AV	
NALL JOHNNIE L	881 SANTOS ST	
NEAL MARK H & MARJORIE J	933 GRAND AV	
PASSEL CHARLOTTE	909 GRAND AV	
RECTOR TIEL & RECTOR KETRIN	942 SANTOS ST	In Favor
ROBERTSON LARRY D & CHRISTY A	2143 S 10TH ST	
SHAW RONALD L &	880 HIGHLAND AV	
THOMAS KITTY BENTLEY	2243 S 10TH ST	In Favor
WEAVER CHRISTOPHER H	940 SAYLES BL	
WIGGINS ROBERT E & HELEN S	2210 S 10TH ST	
WINTERS DAN BARRY	2142 S 10TH ST	
WOODS JUSTIN M	941 GRAND AV	

ATTACHMENTS:

- Application
- Zoning Map
- Aerial map
- Copies of original plat with subdivision notes
- 1987 subdivision survey
- Formal letter from United States Department of Interior Standards
- Certificate of eligibility from Texas Historical Commission
- Photographs of Property and Building



Landmarks Application

Planning

☐ Historic Certification of Appropriateness

☒ ~~Historic Project Tax Reduction~~

☒ ^{AIN} Historic Overlay Zoning

Project Name: Fulwiler House

Address: 910 Highland No. of lots: _____ Acreage: 1.2351

Legal Description: HIGHLAND ADDN CONT 1, BLOCK 20, LOT 5

Subdivision Name: Highland Block: 20 Lot: 5

Current Zoning: _____ Proposed Zoning (if applicable): _____

OWNER AND AUTHORIZATION

Owner Name: Cade and Katie Browning

Address: PO Box 1600

City, State, Zip: Abilene, Texas 79604 Fax: 325-437-1799

Phone: 325-437-3737 Email: cade@browningfirm.com

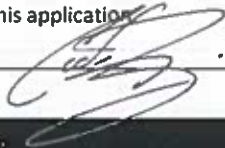
Agent Name (if applicable): _____

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:  Date: 5.11.20

FOR OFFICE USE ONLY

Received: _____

Fee: \$ _____

Receipt No.: _____

Case No.: _____

Reviewed By: _____

Staff may request additional information to be submitted with the application or prior to the Landmarks Commission meeting. Staff will provide assistance in determining which of the following information is needed:

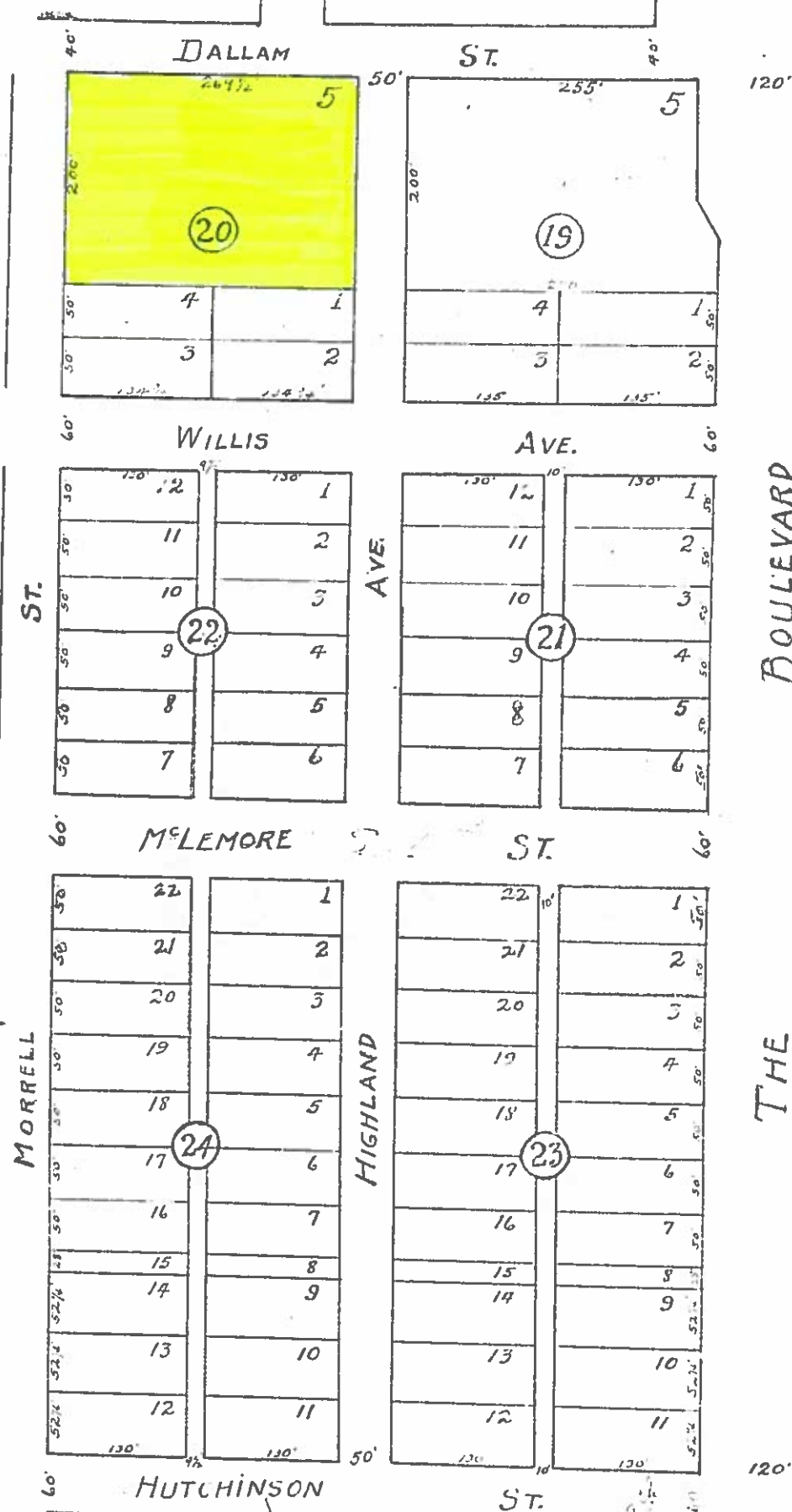
- I have read and completed this application and certify that all information contained therein is complete, true and correct, and I request that this application be submitted to the Landmarks Commission for consideration.

Date _____

Commission Action:

- | , Landmarks Commission, Chair | Date |
|-------------------------------|------|
|-------------------------------|------|

, Historic Preservation Officer Date



N

Noted M. Sayles by his
duly authorized agent
and attorney in fact
Henry Sayles Jr.
Henry Sayles Jr.
Ed. S. Hughes
H. H. Suggett
H. C. Fairbank

The above endorsement
was on back of original
map — Clerk

THE CONTINUATION TO
THE HIGHLANDS ADDITION
TO THE CITY OF ABILENE, TAYLOR COUNTY, TEX.

THE STATE OF TEXAS.)
COUNTY OF TAYLOR)

Dedication of streets and alleyways for the use and benefit of adjoining property owners and the public, and subdivision into lots and blocks, to be known as *The Continuation to The Highlands Addition to the City of Abilene, Taylor County, Texas, of a part of Block Number Thirteen. (lying west of Meander Street) of the Subdivision of Benjamin Austin Survey N^o 91, Taylor County, Texas, and bounded by Dallam, Morrell, and Hutchinson Streets, and the Sayles Boulevard.*

Abilene, Texas, February 8th 1922.

Mathe M. Sayles,
by her duly authorized
agent and attorney in
fact Henry Sayles, Jr.

Henry Sayles, Jr.
K. K. Legett
W. J. Fulwiler
Ed S. Hughes

THE STATE OF TEXAS.)
COUNTY OF TAYLOR.)

Before me, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Henry Sayles Jr., K. K. Legett, and W. J. Fulwiler, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and the said Sayles in the capacities therein stated

Given under my hand and seal of office this 8th day of February, 1922.

(seal)

E. B. Sayles,
Notary Public, Taylor County, Texas.

THE STATE OF NEW YORK,)
COUNTY OF NEW YORK.)

Before me, the undersigned authority, a Notary Public in and for said State and County, on this day personally appeared Ed S. Hughes, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of February, 1922.

(seal)

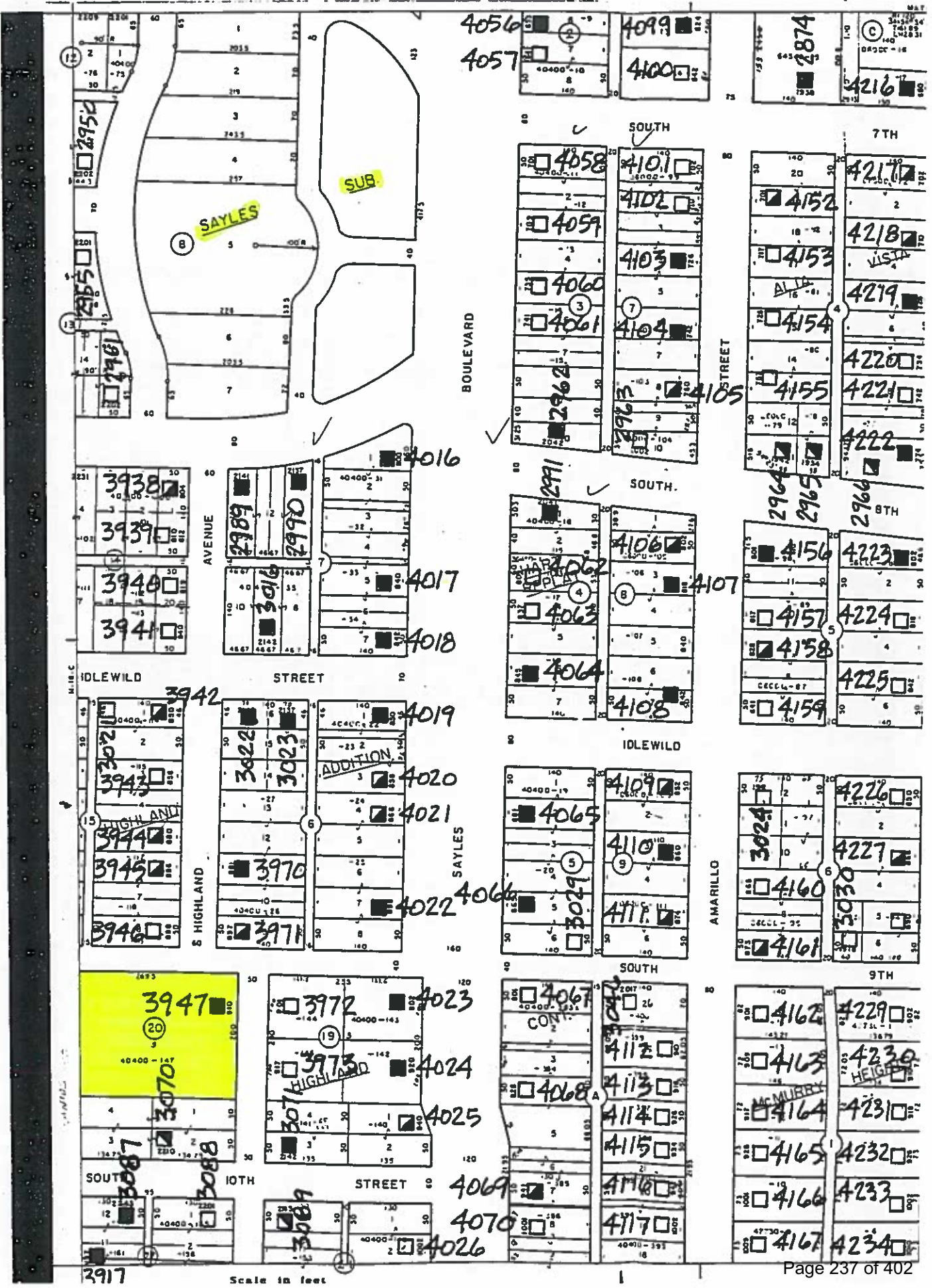
Earle W. Lytle
Notary Public, New York County, New York.
N. Y. Co. Clerk NE 463
N. Y. Registers N^o 3370A
Commission expires March 30, 1928.

FILED FOR RECORD FEB. 23, 1922, AT 11⁴⁰ A.M.

RECORDED MARCH 3, 1922 AT 10 A.M.

W. E. BEASLEY, COUNTY CLERK,
TAYLOR COUNTY, TEXAS.

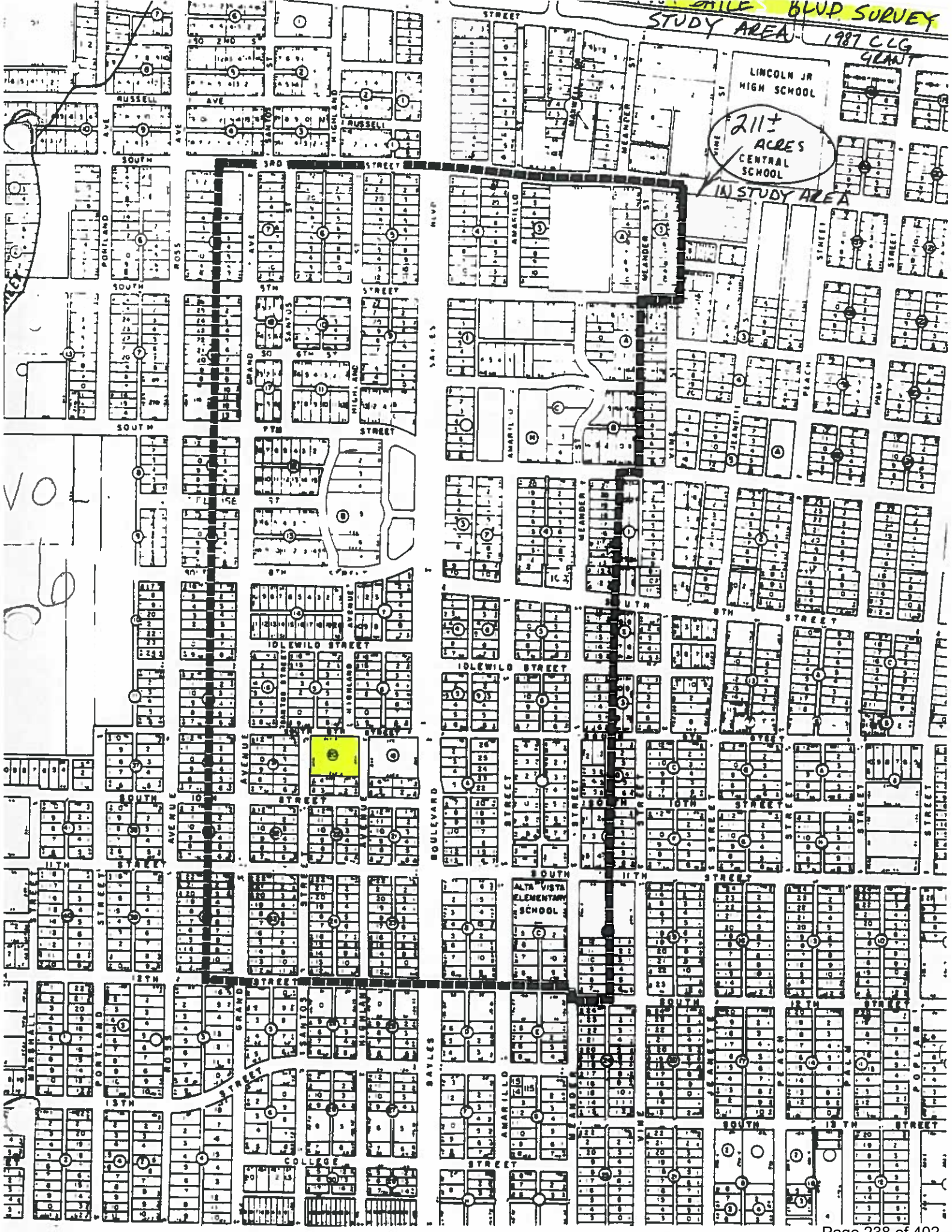
File #2565



LINCOLN JR
HIGH SCHOOL

211+
ACRES
CENTRAL
SCHOOL

IN STUDY AREA





75. 910 HIGHLAND AVENUE • FULWILER-SHOULTZ HOUSE
• Built 1925

This is one of Abilene's few landmark examples of Italian Renaissance and/or Colonial Revival styles of architecture.

This home was built by W.J. Fulwiler, owner of Fulwiler Motors Company (Lincoln-Ford) and manager of Fulwiler Electric Company.



United States Department of the Interior

NATIONAL PARK SERVICE

1849 C Street, N.W.
Washington, D.C. 20240

December 10, 2018

Mr. Cade Browning
802 Mulberry
Abilene, TX 79601-4008

PROPERTY: **Fulwiler House, 910 Highland, Abilene, TX**
PROJECT NUMBER: **39543**

Application: **Part 1**

Action: **Approval**

Dear Mr. Browning:

The National Park Service (NPS) has reviewed the Historic Preservation Certification Application -- Part 1 for the property cited above, and has determined that the property appears to meet the National Register Criteria for Evaluation and will likely be listed in the National Register of Historic Places if nominated by the State Historic Preservation Officer.

Because the property contains more than one building, and those buildings were functionally related historically to serve an overall purpose, program regulations require NPS to determine which of the buildings contribute to the significance of the historic property, and therefore will be "certified historic structures" when the property is listed.

Based on the documentation presented, the following buildings appear to contribute to the significance of the property:

- House
- Garage

This determination is preliminary only. These buildings will become "certified historic structures" only when the property is listed in the National Register of Historic Places.

The documentation also indicates that the following building does not contribute to the significance of the property:

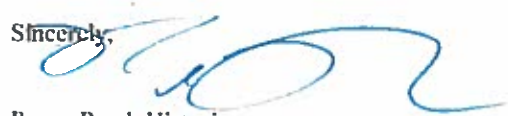
- Pool house

This building is not a "certified historic structures" for purposes of rehabilitation

Federal regulations also require NPS to review the rehabilitation work as a single overall project, and to issue rehabilitation certification on the merits of the overall project rather than for each structure. Consequently, your Part 2 of the application, the Description of Rehabilitation, must describe all proposed work on the property, although the 20% investment tax credit is based only on costs for the rehabilitation of "certified historic structures"

A copy of this decision will be forwarded to the Internal Revenue Service. If you have any questions regarding the review of your Part 1 application, please contact the State Historic Preservation Office or me at 202-354-2278.

Sincerely,


Roger Reed, Historian
National Register of Historic Places

cc: IRS
TX SHPO

TEXAS HISTORICAL COMMISSION

real places telling real stories

December 6, 2018

Katie and Cade Browning
P.O. Box 1600
Abilene, Texas 79604

Re: William J. Fulwiler House
910 Highland Street
Abilene, Taylor County, Texas
November 26, 2018

Dear Mr. & Mrs. Browning:

Congratulations! The National Park Service listed your property in the National Register of Historic Places on the date referenced above. As the nation's official list of historically significant properties, National Register listing denotes that your property is especially worthy of preservation. Your property joins some 3183 properties in Texas with this designation.

Various historic preservation programs may be available to aid in the preservation of your property, including investment tax credits for certain income producing properties. Although funding is limited, grants may also be available to aid in the further preservation of your property. For more information regarding grant programs, contact the THC's Division of Architecture at 512/463-6094.

Thank you for all your efforts to recognize this historic property. Your continued interest in the preservation of Texas' heritage is greatly appreciated.

Sincerely,



Mark Wolfe
State Historic Preservation Officer

Enclosures



The basement was also restored. There was a non-working steam boiler and various unneeded and outdated pipes in the basement, making it non-usable. The steam boiler and unneeded pipes were removed, the floors redone, the cabinetry painted, walls patched and painted, and butcher block counter-tops installed. The basement is now a usable inviting game room for guests, complete with historic refrigerator. Before and after photographs are attached.

The Texas Historical Commission has reviewed the Historic Preservation Tax Credit Application: Amendment for the above-named property and has determined that:

- ☒ The proposed rehabilitation work described in the amendment is consistent with the character of the property and, where applicable, with the district in which it is located, and meets the *Secretary of the Interior's Standards for Rehabilitation*. This letter is a preliminary determination only, since a formal certification of rehabilitation can be issued to the owner(s) of a certified historic structure only after rehabilitation work is complete and found to conform to the description provided in the application.
- ☐ The proposed rehabilitation work described in the amendment will meet the *Secretary of the Interior's Standards for Rehabilitation* if the attached conditions are met
- ☐ The proposed rehabilitation work described in the amendment is not consistent with the historic character of the property or the district in which it is located, and does not meet the *Secretary of the Interior's Standards for Rehabilitation*.

Brian M. [Signature], LSHC
Texas Historical Commission Authorized Signature

2.12.2020
Date

TEXAS HISTORICAL COMMISSION
real places telling real stories

February 27, 2020

Cade Browning
P.O. Box 1600
Abilene, TX 79604

PROPERTY: Fulwiler House, Abilene, Taylor County
PROJECT NUMBER: THPTC-0438-19-014
APPLICATION: Part C and Dec. 18, 2019 Amendment
DECISION: Approved

Dear Mr. Browning,

The Texas Historical Commission has reviewed your Part C: Request for Certification of Completed Work as well as your Amendment submitted December 18, 2019 for the above-named property, and this letter represents the official determination of the Executive Director of the Texas Historical Commission. This project correlates with corresponding federal tax credit project #39543, which was certified by the National Park Service on February 18, 2020. As such, the rehabilitation of the above property, as shown in the submitted documentation, meets the Secretary of the Interior's Standards for Rehabilitation and is a certified rehabilitation under the THPTC program.

Enclosed is the Certificate of Eligibility for your project, confirming that this property is a certified historic structure, and that this project is a certified rehabilitation for the purposes of the Texas Historic Preservation Tax Credit program. Note that this certificate alone does not entitle the holder to a franchise tax credit. Further steps must be taken to establish credit with the Texas Comptroller of Public Accounts. Information and necessary forms are available online at: <https://comptroller.texas.gov/taxes/historic-structures>.

Congratulations on the successful completion of your project, and thank you for your interest in the cultural heritage of Texas. Photos and general information about successfully completed projects may be used to promote our program in the future – however, your private information will not be shown in publicity materials. If you have any questions concerning our review or if we can be of further assistance, please contact Valerie Magolan at valerie.magolan@thc.texas.gov, or at 512-463-3857.

Sincerely,



Bess Althaus Graham, AIA, NCARB, LEED AP BD+C
Director, Deputy SHPO, Division of Architecture
Texas Historical Commission



TEXAS HISTORICAL COMMISSION

TEXAS HISTORIC PRESERVATION TAX CREDIT PROGRAM

CERTIFICATE OF ELIGIBILITY

The Texas Historical Commission grants this Certificate of Eligibility to declare that the below property is a certified historic structure, and that the below project is a certified rehabilitation, which meets the Secretary of the Interior's Standards for Rehabilitation and other requirements as stated in Texas Administrative Code, Title 13.

This Certificate of Eligibility alone does not entitle the holder to a franchise tax credit for certified rehabilitation of a certified historic structure. Refer to Texas Administrative Code, Title 34, Part 1, Chapter 3, Subchapter V, Rule 3.598 for information on how to apply for and claim the credit.

PROJECT NUMBER: THPTC-0380-18-075 **PLACED IN SERVICE:** December 9, 2019

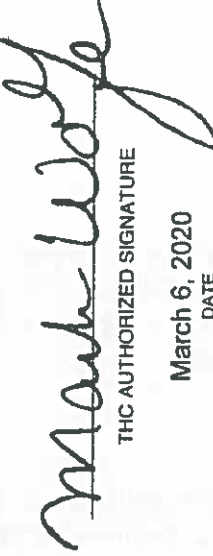
Property name:
Fulwiler House

Property address:

910 Highland Ave.
Abitene, TX 79602

Historic designation:
Individually Listed in the
National Register of Historic
Places

Applicants:
Cade Browning
Katie Browning


THC AUTHORIZED SIGNATURE
March 6, 2020
DATE

**TEXAS
HISTORICAL
COMMISSION** 
REAL PLACES TELLING REAL STORIES



Smith, Jared <jared.smith@abilenetx.gov>

[Planning] Rezoning Application Number Z-2020-111 message

Patty Collier <pc6572@gmail.com>
To: planning@abilenetx.gov

Mon, Aug 3, 2020 at 4:42 PM

I am in favor of rezoning 910 Highland to Residential Single Family with Historic Overlay Zoning (RS-12/H).

Patricia W. Collier
902 Santos
Abilene, TX 79605

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.
To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.
To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CAEbFTM2n3Sgjfd7gdrsfiEk3fmdaNkVfYJNXxm13TpfEWM8nA%40mail.gmail.com>.



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

[Planning] Resining z-2020-11

1 message

Ketrin Jones <ketrinjones@gmail.com>

Mon, Aug 3, 2020 at 9:07 PM

To: planning@abilenetx.com

Cc: Tiel Rector <tielrector@gmail.com>

Hello,

We are in favor of the rezoning of 910 highland avenue.

Ketrin Rector
942 santos street
Abilene Texas 79605
325-320-1547

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.

To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/638BE1D5-E175-4F8B-98E1-04C00AD8F9B2%40gmail.com>.



THOMAS KITTY BENTLEY
2243 S 10TH ST
ABILENE, TX 79605-3224

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2020-11

07/24/2020

The Planning and Zoning Commission will hold a public hearing on **Tuesday, August 4, 2020 at 1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Cade and Katie Browning to **rezone 910 Highland Avenue from Residential Single Family (RS-12) to Residential Single Family with Historic Overlay Zoning (RS-12/H)**. Legal descriptions being all of lot 5 in Block 20 of the Continuation to the Highland Addition to the City of Abilene, Taylor County Texas.

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

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for rezoning. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **August 27, at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

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

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2020-11

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

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

Name: THOMAS KITTY BENTLEY
Address: 2243 S 10TH ST

planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature:

Kitty Thomas

AUG 3 AM 10:37

*Something
chewed on this. :)*

For the **PLANNING & ZONING COMMISSION**

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

CASE #: Z-2020-11

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

Mailing To:

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

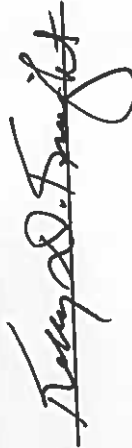
Email: planning@abilenetx.gov

I am in favor ☐

Additional Comments:

I am opposed ☒

Signature:



Z-2020-11 HISTORIC OVERLAY ZONING

Case: Z-2020-11

Owner: Cade & Katie Browning

Request: Rezone from RS-12 to RS-12/H

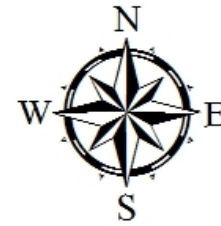
Location: 910 Highland Avenue; all of Lot 5 in Block 20 of the Continuation to the Highland Addition to the City of Abilene, Taylor County Texas.

Notification: 3 in Favor, 1 Opposed

Landmarks Commission Recommendation: Approval

Planning & Zoning Recommendation: Approval

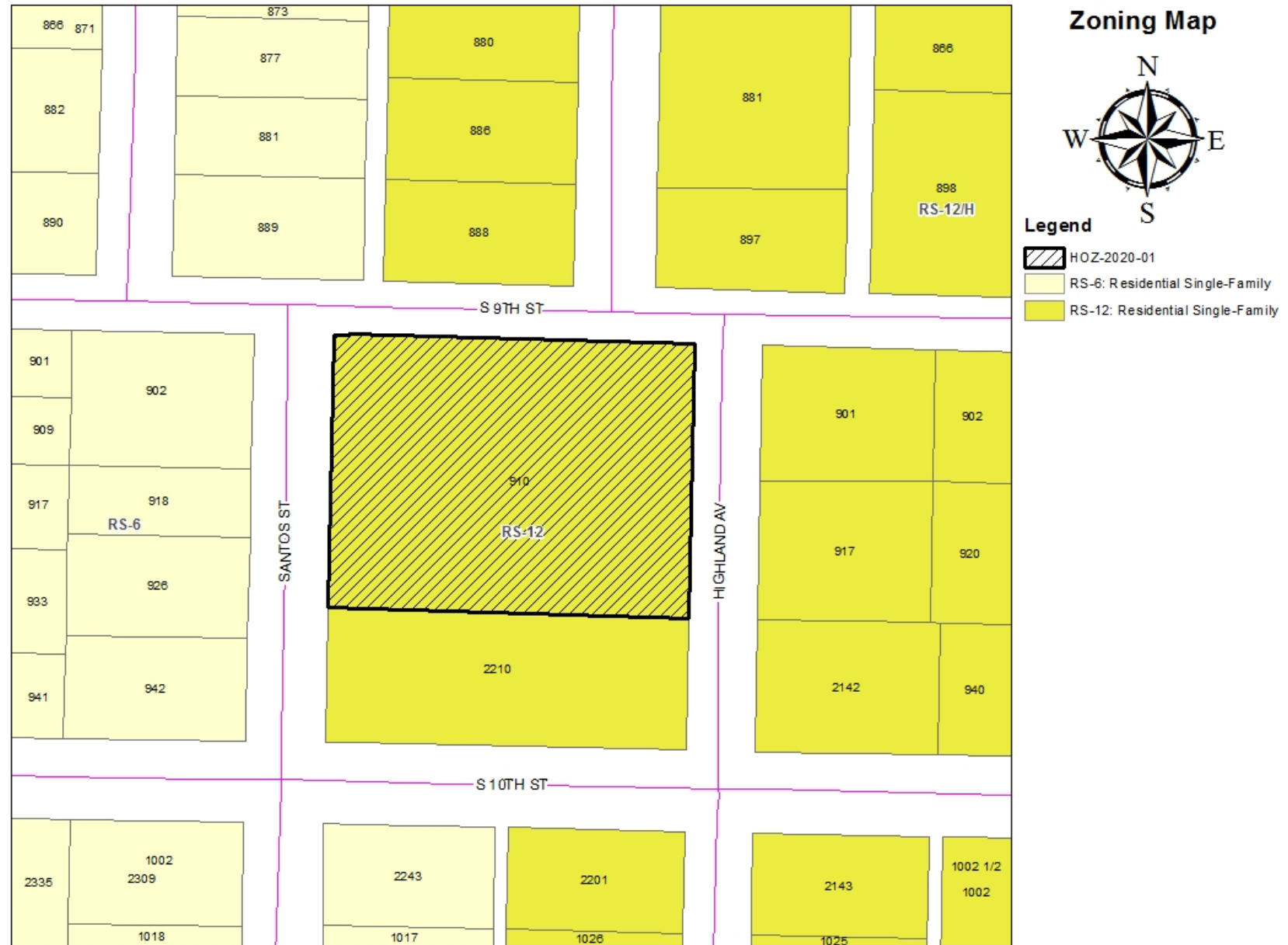




Legend

 HOZ-2020-01

Z-2020-11 ZONING MAP



Z-2020-11 PHOTOS OF PROPERTY



Northwest View



Front View of
residence



Southwest View



Garage



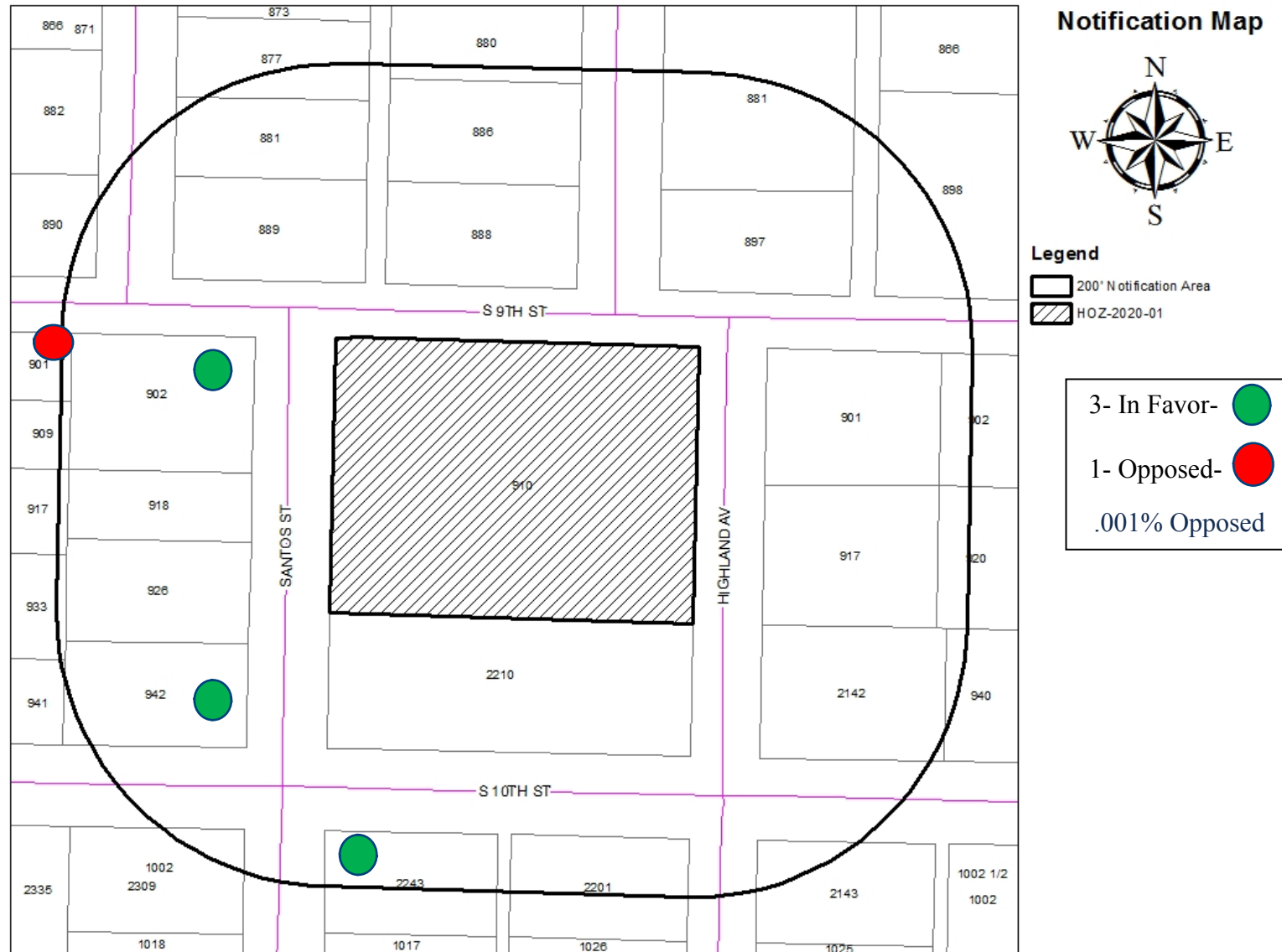
Garage side view



Southeast View of residence



Z-2020-11 NOTIFICATION MAP



FINDINGS AND RECOMMENDATIONS

- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with the criteria for historic designation (Section 2.3.4.4 (c))
- Reviewed Pursuant to Section 1.4.4.1 of the Land Development Code (Criteria for Approval)
- Landmarks Commission Recommendation: Approval
- Staff Recommendation: Approval



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Robert Hanna, City Manager

FROM: Greg McCaffery

SUBJECT: **13. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the City of Abilene Master Stormwater Drainage Plan - 25 Year Implementation Scenario (Greg McCaffery)**

GENERAL INFORMATION

This resolution and presentation is a follow-up to the final master drainage plan presented at the City Council meeting on October 25, 2018 and subsequent discussions at the City Council Retreat on February 28, 2019 . The presentation will provide a revised version of the plan with a 25 year implementation scenario of the Abilene Master Drainage Plan.

Project Background: City Management and Staff identified a need for a Stormwater Drainage Capital Improvement Program to address and improve the City's Stormwater Infrastructure. This effort was funded in Fiscal Year 2017 through a stormwater fee increase. HDR was selected as the consultant, and relevant community stakeholders were identified. The Stormwater Stakeholders Committee includes Duane Martin from Hendrick Health Services, Robert Calk from Senter Realtors representing the Planning & Zoning Commission, Gene Lantrip representing the Big Country Home Builders Association, Joe Humphrey representing the Abilene Independent School District, Tal Fillingim representing the design community, Kevin Philips representing the development community, the HDR Consultants, the EHT & PSC Sub-Consultants and City Staff. Three stakeholder committee meetings have been conducted, and through this process HDR has been able to develop a Stormwater Drainage Capital Improvement Program with a top ten project list.

A draft presentation discussing the progress to date was given on November 14, 2017 by the Consultant and feedback from Council was taken into consideration in completing the plan. A final plan was presented to the Council on October 25, 2018 discussing projects, financing

options, 3 scenarios (10, 20 & 30 year) and a road map for implementation of drainage plan. Further the plan was discussed at 2019 Council retreat session and Council directed staff to generate a fourth scenario for 25 year implementation by consolidating projects without Elm Creek Diversion Channel Project. Through this presentation, scenario 4 deliverable, a revised final version of the Stormwater Master Drainage Plan is being submitted.

Given the economic impacts the Covid-19 pandemic has had on Texas and the City of Abilene, staff is not recommending rate increase to the Residential and Commercial rates for 2020-2021.

Staff recommends City Council adopt rate increase for Residential and Commercial in future years, as presented and supported by the Stormwater Master Drainage Plan presentation.

SPECIAL CONSIDERATIONS

Resolution to adopt the plan, its 25 year implementation and revise the schedule of Stormwater rates and charges for future years.

FUNDING/FISCAL IMPACT

Council approved funding (\$200,000) on February 09, 2017 authorizing the City Manager to enter into a Professional Engineering Services agreement with HDR Engineering Inc. for services related to Abilene Stormwater Master Drainage Plan. A change order (\$10,000) was added to cover for project revisions and to develop scenario 4. Adopting the resolution generates an additional revenue to Stormwater Utility Fund in future years.

STAFF RECOMMENDATION

Receive, accept, and file the Stormwater Master Drainage Plan and proposed Rate increases.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution_Twenty Five Year AMDP_Stormwater Rates and Charges
2. Abilene MDP - Council Presentation 07-09-20 w-Srini Edits

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, ADOPTING THE ABILENE MASTER DRAINAGE PLAN, ITS TWENTY FIVE YEAR IMPLEMENTATION PLAN AND REVISING THE SCHEDULE OF RATES AND CHARGES FOR THE MUNICIPAL STORMWATER SERVICES

WHEREAS, Section 32-160 and 32-367 of the Abilene Municipal Code provide for the establishment of a Schedule of Rates and Charges for the Stormwater Service; and,

WHEREAS, the Schedule of Rates and Charges for the Stormwater Service (Rate Schedule) has from time to time been revised by the City Council; and,

WHEREAS, on September 12, 2019 the City Council of the City of Abilene adopted, by Ordinance No. 52-2019, a Schedule of Fees and Charges; and,

WHEREAS, the City of Abilene contracted with HDR, Inc. to prepare Abilene Master Drainage Plan and forecast a Stormwater fee increase to implement the plan, and the Final Report has been presented to the City Council; and,

WHEREAS, in response to that Final Report, City staff is recommending that the Abilene City Council adopt the Abilene Master Drainage Plan, its Twenty Five Year Implementation Plan to revise the Rate and Charges Schedule for Stormwater Services for the next Five years.

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

PART 1: That the City Council adopts the Abilene Master Drainage Plan, its Twenty Five Year Implementation Plan to revise the Schedule of Rates and Charges for Stormwater Services as set forth on Exhibit "A" which is attached and incorporated hereto.

PART 2: That this Resolution adopting the Abilene Master Drainage Plan, its Twenty Five year Implementation Plan to revise the Schedule of Rates and Charges for Stormwater Service shall be kept on file in the City Secretary's Office and in the Stormwater Service Division and Public Works Department Offices.

PART 3: City staff will annually review the Schedule of Rates and Charges for Stormwater Service to ensure that projected revenues can cover all projected expenses and financial obligations of the Stormwater Services Division of the Public Works Department.

ADOPTED the 13th day of August 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

EXHIBIT A

**CITY OF ABILENE
PUBLIC WORKS DEPARTMENT
STORMWATER SERVICES DIVISION
SCHEDULE OF RATES AND CHARGES
ADOPTED _____
BY RESOLUTION NO _____**

HDR, Inc. proposes a 5% rate increase to the Stormwater Fees in FY 2021-2022. Approximately 40,000 customer count is forecasted for FY 2021-2022, per the Stormwater Utility Financial Model, which should generate an additional revenue of \$150K and a total annual revenue of \$3.02M.

HDR, Inc. proposes a second 5% rate increase to the Stormwater Fees in FY 2022-2023, no increase in FY 2023-2024, 2% increase in FY 2024-2025 and 4% increase in FY 2025-2026.

EXHIBIT A

**CITY OF ABILENE
PUBLIC WORKS DEPARTMENT
STORMWATER SERVICES DIVISION
AMENDED SCHEDULE OF RATES AND CHARGES**

PERCENTAGE RATE INCREASE - STORMWATER RATE

	Current	FY 2020- 2021	FY 2021- 2022	FY 2022- 2023	FY 2023- 2024	FY 2024- 2025	FY 2025- 2026
Percentage Increase	0%	0%	5%	5%	0%	2%	4%

RESIDENTIAL STORMWATER RATES

	Current	FY 2020- 2021	FY 2021- 2022	FY 2022- 2023	FY 2023- 2024	FY 2024- 2025	FY 2025- 2026
Residential Tier 1 -	\$2.53	\$2.53	\$2.66	\$2.79	\$2.79	\$2.85	\$2.96
Residential Tier 2 -	\$3.33	\$3.33	\$3.50	\$3.68	\$3.68	\$3.75	\$3.90
Residential Tier 3 -	\$4.01	\$4.01	\$4.21	\$4.43	\$4.43	\$4.51	\$4.69
Residential Tier 4 -	\$4.88	\$4.88	\$5.12	\$5.38	\$5.38	\$5.49	\$5.71

COMMERCIAL STORMWATER RATES

	Curre nt	FY 2020- 2021	FY 2021- 2022	FY 2022- 2023	FY 2023- 2024	FY 2024- 2025	FY 2025- 2026
Minimum Charge	\$6.18	\$6.18	\$6.48	\$6.81	\$6.81	\$6.94	\$7.22
Maximum Charge	\$61.75	\$61.75	\$64.84	\$68.08	\$68.08	\$69.44	\$72.22

Commercial Rate	\$0.00068	\$0.00068	\$0.00071	\$0.00075	\$0.00075	\$0.00076	\$0.00079
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ENVIRONMENTAL CHARGE - STORMWATER RATE

	Curre nt	FY 2020- 2021	FY 2021- 2022	FY 2022- 2023	FY 2023- 2024	FY 2024- 2025	FY 2025- 2026
Environmental Charge	\$1.05	\$1.05	\$1.10	\$1.16	\$1.16	\$1.18	\$1.23

City of Abilene Master Stormwater Drainage Plan



Background

- Abilene Master Drainage Plan (AMDP) began in FY 17 budget to develop a Capital Improvement Project Program (CIPP) for Stormwater Utility and layout a road map to reduce regional flood risk.
- City Council approved \$200,000 contract on February 09, 2017 authorizing HDR to perform engineering services for AMDP.
- Three storm water stakeholder meetings were conducted in this process.
- Initial presentation to City Council performed November 14, 2017.
- HDR performed follow-up presentation discussing projects, financing options, and a road map with three implementation scenarios (10, 20 & 30 year) on October 25, 2018.
- City Council unanimously adopted the plan October 25, 2018.
- From the 2019 Council Retreat, Council directed to develop a Scenario 4 by consolidating projects, and revising fee increase forecast for 25 year implementation without Elm Creek Diversion Channel Project.
- Final report submitted by HDR on January 30, 2020.



Summary of CIP Solutions - Consolidated

Priority	No.	Description	City Cost
2	V-7	Catclaw Creek from S 11 th to S 7 th	\$1,050,000
3	S-12	Operations of Lake Abilene / Lake Kirby	\$150,000
4	V-19	Little Elm Creek at S 7 th St	\$5,533,000
5	C-2	Buttonwillow Creek Crossing	\$1,384,787
6	V-15	Elm Creek Detention below Southwest Drive	\$6,868,658
7	S-6	Treadaway and S 27 th Street	\$909,482
8	C-1	Downtown Railroad Underpasses	\$546,489
9	V-21	Buttonwillow Upstream Detention	\$3,542,175
10	V-2	Improve Curry Lane Detention Pond (+V-16)	\$4,748,000
Subtotal - Stormwater Utility CIP Projects			\$24,732,591

Note: #1 Priority project, Elm Creek Diversion Channel Project removed



Re-sequenced CIP Solutions

- Additional phasing & prioritization of Top 9 CIP projects
 - Based on project specific details
- Project Specific Criteria:

Category \ Points	0	2	4	6	8	10
Economic	> \$1.21M	\$801K to \$1.2M	\$401K to \$800K	\$201K to \$400K	\$101K to \$200K	<\$100K
Right-of-Way (# parcels)	>5	4	3	2	1	none
Ease of Permitting (USACE 404)	IP w/ mitigation	IP no mitigation	NWP w/ mitigation	NWP no mitigation	NWP w/PCN	none

- Calculated a score for each project phase
- Sequenced CIP phases based on
 - Highest total point score
 - Completion of previous project phases



Road Map of CIP Solutions

City of Abilene - Master Drainage Plan Road Map - Sequential List of CIP Solutions

Priority	No.	Project and Description	Cost	Total Points	Sequence
2	V-7	Catclaw - S 11th to S 7th - Phase 4 - Basin at S 10th and Sunset	\$73,000	81	1
3	S-12	Lake Abilene / Kirby Operations - Phase 1 - Operations Study	\$50,000	80	2
3	S-12	Lake Abilene / Kirby Operations - Phase 2 - Lake Abilene Modifications	\$75,000	80	3
3	S-12	Lake Abilene / Kirby Operations - Phase 3 - Lake Kirby Modifications	\$25,000	80	4
2	V-7	Catclaw - S 11th to S 7th - Phase 2 - Mockingbird Basin Construction	\$107,000	79	5
2	V-7	Catclaw - S 11th to S 7th - Phase 3 - Sammons Street Reconstruction	\$363,000	77	6
2	V-7	Catclaw - S 11th to S 7th - Phase 1 - Oscar Rose Park Channel Widening	\$507,000	73	7
6	V-15	Elm Creek Detention D/S SW Dr - Phase 1 - Modeling	\$125,000	72.5	8
7	S-6	Treadaway and S 27th Street - Phase 1 - Design	\$159,921	72	9
8	C-1	Downtown RR Underpasses - Phase 1 - Pine Street	\$198,875	71.5	10
8	C-1	Downtown RR Underpasses - Phase 2 - Cedar Street	\$173,807	71.5	11
8	C-1	Downtown RR Underpasses - Phase 3 - Butternut Street	\$173,807	71.5	12
5	C-2	Buttonwillow Creek Crossing - Phase 1 - Design	\$219,713	71	13
7	S-6	Treadaway and S 27th Street - Phase 2 - Construction	\$749,561	68	14
5	C-2	Buttonwillow Creek Crossing - Phase 2 - Construction	\$1,165,074	67	15
10	V-2	Curry Lane Detention - Phase 1 - Drainage Flumes and Curb	\$543,000	65.5	16



Road Map of CIP Solutions

City of Abilene - Master Drainage Plan Road Map - Sequential List of CIP Solutions

Priority	No.	Project and Description	Cost	Total Points	Sequence
9	V-21	Buttonwillow Upstream Detention - Phase 1 - Property Acquisition	\$104,000	65	17
6	V-15	Elm Creek Detention D/S SW Dr - Phase 2 - Final Design	\$561,000	64.5	18
6	V-15	Elm Creek Detention D/S SW Dr - Phase 3 - Inlet / Outlet Structures	\$765,663	68.5	19
4	V-19	Little Elm Creek at S 7th St - Phase 1 - Channel at S. 7th St	\$1,058,000	64.5	20
4	V-19	Little Elm Creek at S 7th St - Phase 2 - Enlarge Culvert at S. 7th Street	\$533,000	66.5	21
6	V-15	Elm Creek Detention D/S SW Dr - Phase 4 - Detention Excavation	\$5,008,860	64.5	22
6	V-15	Elm Creek Detention D/S SW Dr - Phase 5 - Completion and LOMR	\$408,135	68.5	23
10	V-2	Curry Lane Detention - Phase 2 - Overflow from Catclaw Creek	\$829,000	63.5	24
9	V-21	Buttonwillow Upstream Detention - Phase 2 - Final Design	\$546,504	61	25
9	V-21	Buttonwillow Upstream Detention - Phase 3 - Detention Excavation	\$2,841,671	61	26
9	V-21	Buttonwillow Upstream Detention - Phase 4 - LOMR	\$50,000	71	27
4	V-19	Little Elm Creek at S 7th St - Phase 3 - Overflow Detention to east	\$3,892,000	60.5	28
4	V-19	Little Elm Creek at S 7th St - Phase 4 - Document floodway with LOMR	\$50,000	76.5	29
10	V-2	Curry Lane Detention - Phase 3 - Deepen basin by 5 feet	\$1,524,000	59.5	30
10	V-2	Curry Lane Detention - Phase 4 - Acquire Gravel Pit and Convert	\$1,069,000	59.5	31
10	V-2	Curry Lane Detention - Phase 5 - Storm Drain to Sharon Road	\$783,000	65.5	32



Financial Analysis

- Developed Financial Model for Stormwater Fund
- Forecasts revenue and expenditure out to 2044
 - Assumes 2% inflation on personnel / maintenance / supplies
 - Annual input of
 - Residential & Commercial Rates
 - Customer Count (growth)
 - Collections Rates
- Sequential CIP program
 - Assumes 3% inflation
 - Cash as you go
 - Bond financing (> \$1 million)
 - 4.5% with 3.5% soft costs
- Tool for City staff to update and maintain going forward

Table 1
Fund Financial Summary
Stormwater Utility Fund

Item	Fiscal Year				
	2018	2019	2020	2021	2022
Beginning Balance			\$197,705	\$282,342	\$389,142
Income					
Current Year Revenues	\$ 2,145,350	\$ 2,282,299	\$ 2,871,507	\$ 3,022,408	\$ 3,166,402
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -
Total Income	\$ 2,145,350	\$ 2,282,299	\$ 2,871,507	\$ 3,022,408	\$ 3,166,402
Expenditures					
Current Year Operating Expenditures	\$ 2,145,067	\$ 1,965,875	\$ 2,786,870	\$ 2,842,607	\$ 2,899,460
Cash-Funded Capital Expenditures	\$ -	\$ -	\$ -	\$ 73,000	\$ 50,000
Existing Revenue Debt Service Pmts	\$ -	\$ -	\$ -	\$ -	\$ -
Future Revenue Debt Service Pmts	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 2,145,067	\$ 1,965,875	\$ 2,786,870	\$ 2,915,607	\$ 2,949,460
Net Income	\$283	\$316,424	\$84,637	\$106,801	\$216,943
Rates (\$/mo)					
Residential - Tier 1	\$ 2.05	\$ 2.05	\$ 2.53	\$ 2.66	\$ 2.79
Residential - Tier 2	\$ 2.70	\$ 2.70	\$ 3.33	\$ 3.50	\$ 3.68
Residential - Tier 3	\$ 3.25	\$ 3.25	\$ 4.01	\$ 4.21	\$ 4.43
Residential - Tier 4	\$ 3.95	\$ 3.95	\$ 4.88	\$ 5.12	\$ 5.38



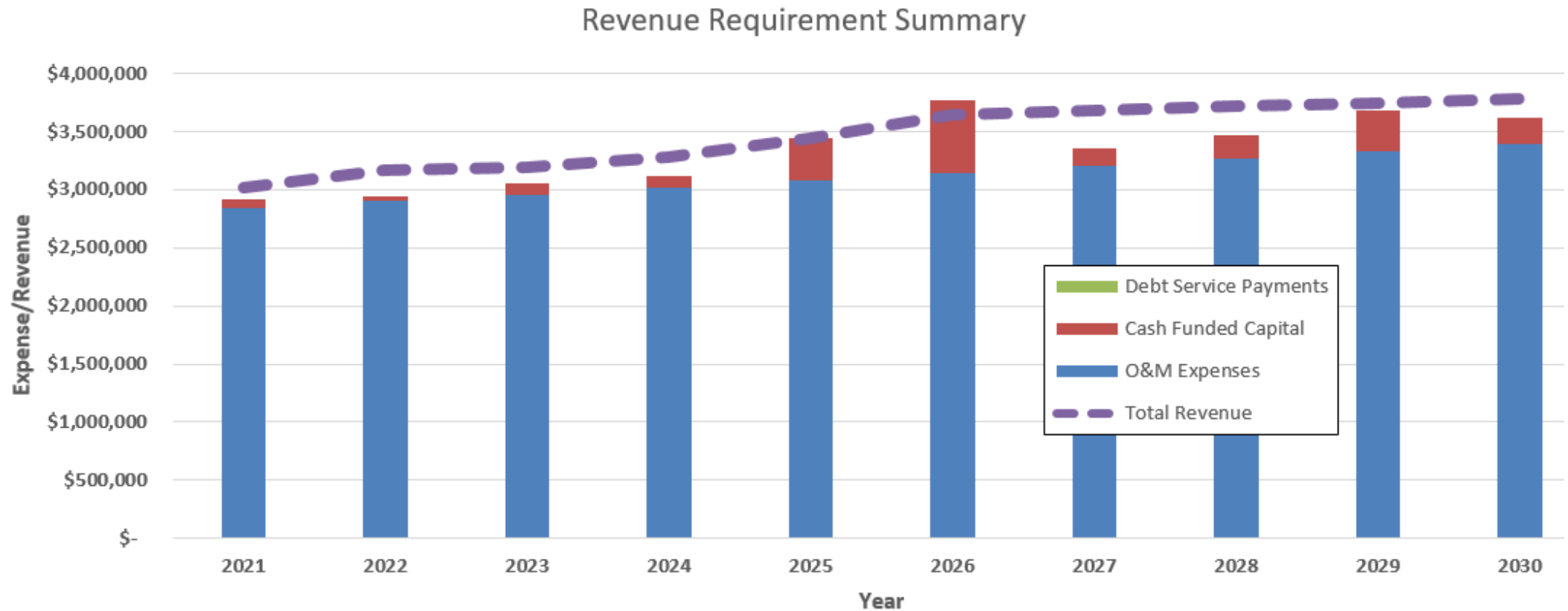
Road Map – Complete CIP in 25 Years

- 1 or 2 project phases per year, completed in 2044

Item			Fiscal Year															
			2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Cash-Funded Capital Improvements Projects																		
Catclaw - S 11th to S 7th - P4 - Basin at S 10th and Sunset				\$ -	\$ 73,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Abilene / Kirby Operations - P1 - Operations Study				\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Abilene / Kirby Operations - P2 - Lake Abilene Modifications				\$ -	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Abilene / Kirby Operations - P3 - Lake Kirby Modifications				\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Catclaw - S 11th to S 7th - P2 - Mockingbird Basin Construction				\$ -	\$ -	\$ -	\$ -	\$ 107,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Catclaw - S 11th to S 7th - P3 - Sammons Street Reconstruction				\$ -	\$ -	\$ -	\$ -	\$ -	\$ 363,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Catclaw - S 11th to S 7th - P1 - Oscar Rose Park Channel Widening				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 507,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Elm Creek Detention D/S SW Dr - P1 - Modeling				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Treadaway and S 27th Street - P1 - Design				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159,921	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Downtown RR Underpasses - P1 - Pine Street				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 198,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Downtown RR Underpasses - P2 - Cedar Street				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 173,807	\$ -	\$ -	\$ -	\$ -	\$ -
Downtown RR Underpasses - P3 - Butternut Street				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 173,807	\$ -	\$ -	\$ -	\$ -	\$ -
Buttonwillow Creek Crossing - P1 - Design				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 219,713	\$ -	\$ -	\$ -	\$ -	\$ -
Treadaway and S 27th Street - P2 - Construction				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 749,561	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Curry Lane Detention - P1 - Drainage Flumes and Curb				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 543,000	\$ -	\$ -	\$ -
Buttonwillow Upstream Detention - P1 - Property Acquisition				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104,000	\$ -	\$ -
Elm Creek Detention D/S SW Dr - P2 - Final Design				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 561,000	\$ -
Elm Creek Detention D/S SW Dr - P3 - Inlet / Outlet Structures				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Little Elm Creek at S 7th St - P2 - Enlarge Culvert at S. 7th Street				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Elm Creek Detention D/S SW Dr - P5 - Completion and LOMR				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Curry Lane Detention - P2 - Overflow from Catclaw Creek				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Buttonwillow Upstream Detention - P2 - Final Design				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Buttonwillow Upstream Detention - P4 - LOMR				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Little Elm Creek at S 7th St - P4 - Document floodway with LOMR				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

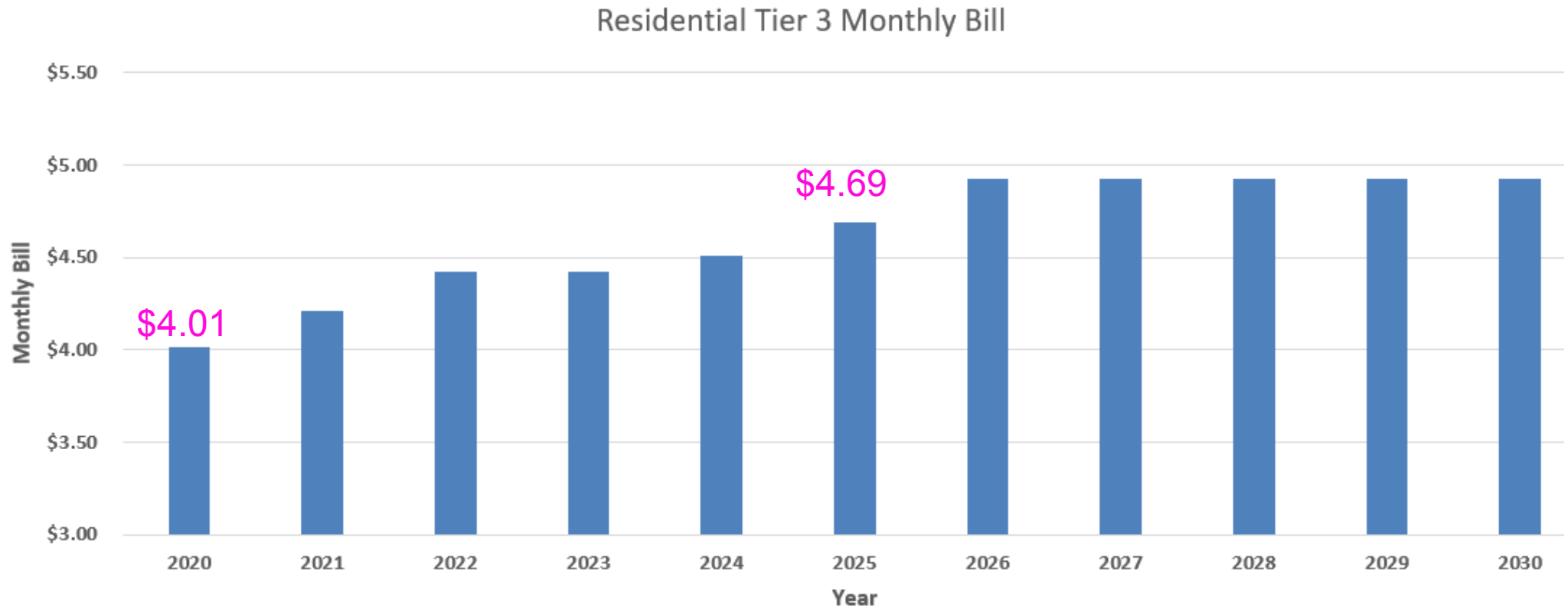
Road Map – Complete CIP in 25 Years

- Total revenue requirement of \$3.786 million in 2030



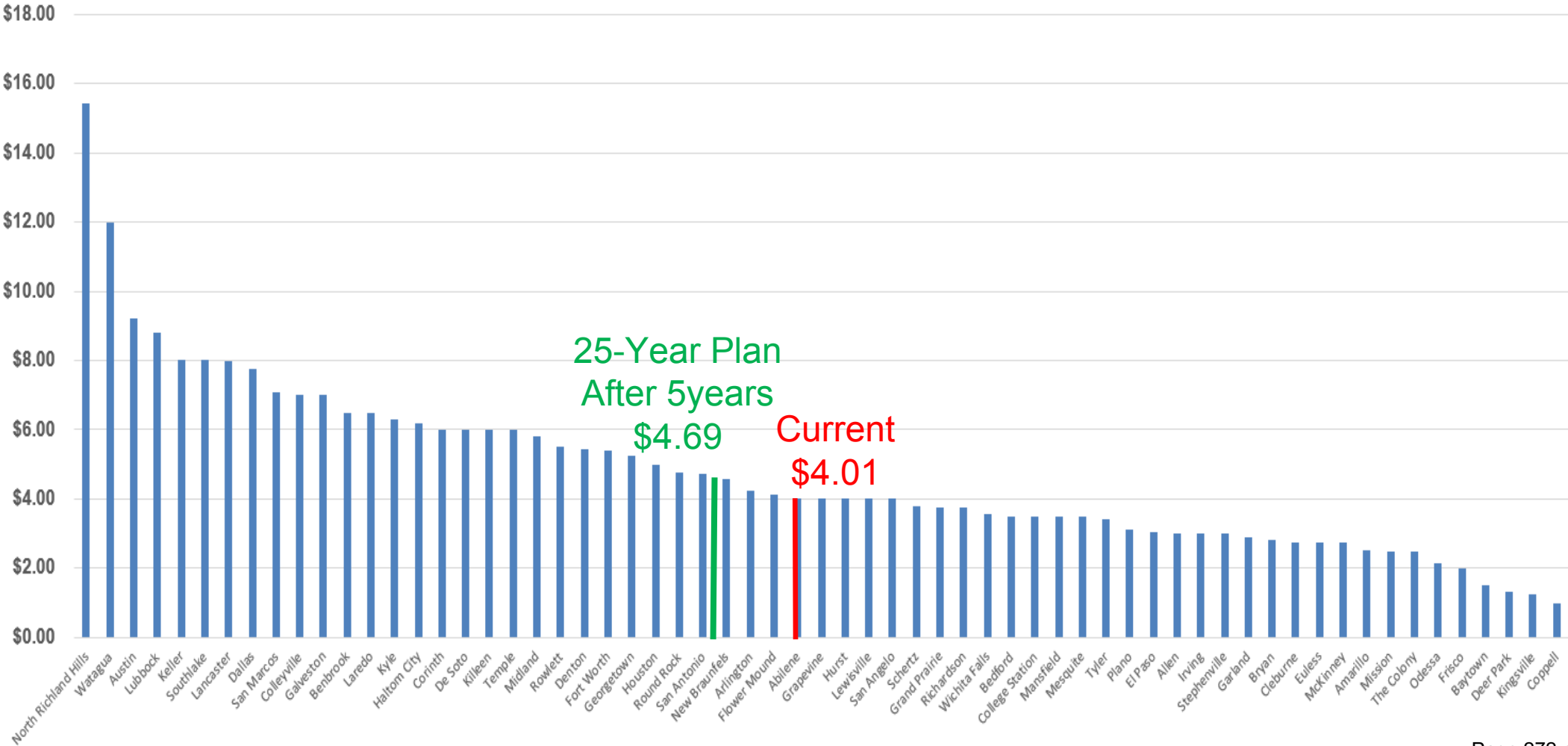
Road Map – Complete CIP in 25 Years

- Example: Tier 3 Residential Customer
 - Total bill increase of 23% (or \$0.92 / month) by 2026

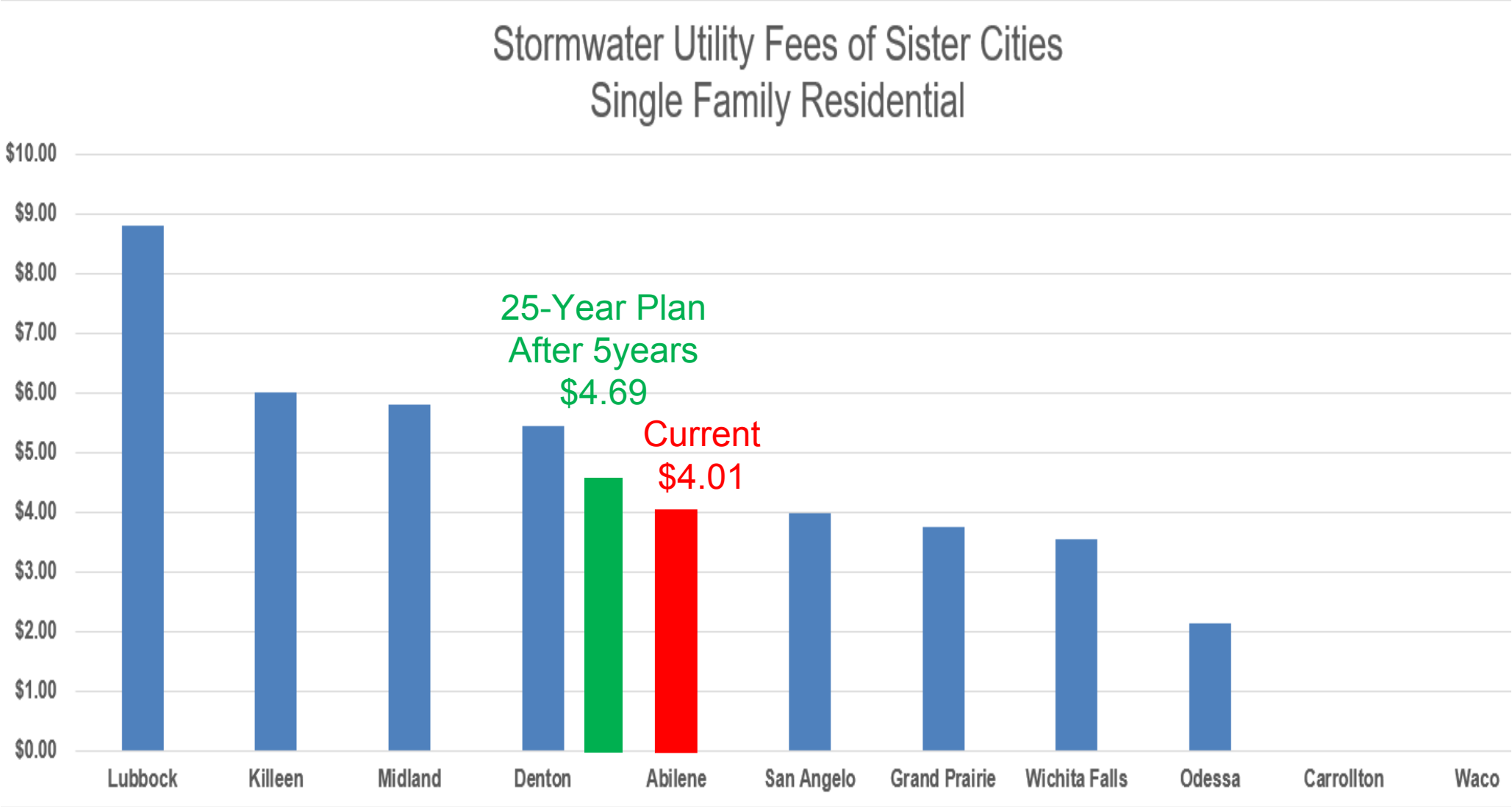


Stormwater Utility Rates - Residential

Texas Stormwater Utility Fees
Single Family Residential



Stormwater Utility Rates - Residential



Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF) – City of Abilene Master Drainage Plan Capital Improvement Project Program (CIPP) Solutions

Priority	No.	Description	City Cost	Tract	% Grant	Block Group	% Grant	Use % Grant	City Cost if Grants are Successful
2	V-7	Catclaw Creek from S 11 th to S 7 th	\$1,050,000	115	0%	2	30%	30%	\$735,000
3	S-12	Operations of Lake Abilene / Lake Kirby	\$150,000	135.01	0%	2	20%	20%	\$120,000
4	V-19	Little Elm Creek at S 7 th St	\$5,533,000	131	50%	2	31%	50%	\$2,766,500
5	C-2	Buttonwillow Creek Crossing	\$1,384,787	127	0%	6	50%	50%	\$692,394
6	V-15	Elm Creek Detention below Southwest Drive	\$6,868,658	128.02	45%	2	50%	50%	\$3,434,329
7	S-6	Treadaway and S 27 th Street	\$909,482	122	10%	1	0%	10%	\$818,534
8	C-1	Downtown Railroad Underpasses	\$546,489	110	2 = 61.1% 4 = 91.1%	1	2 = 61.1% 4 = 91.1%	2 = 61.1% 4 = 91.1%	\$54,649
9	V-21	Buttonwillow Upstream Detention	\$3,542,175	127	0%	7	0%	10%	\$3,187,958
10	V-2	Improve Curry Lane Detention Pond (+V-16)	\$4,748,000	128.02	45%	2	50%	50%	\$2,374,000
Subtotal - Stormwater Utility CIP Projects			\$24,732,591						\$14,183,363

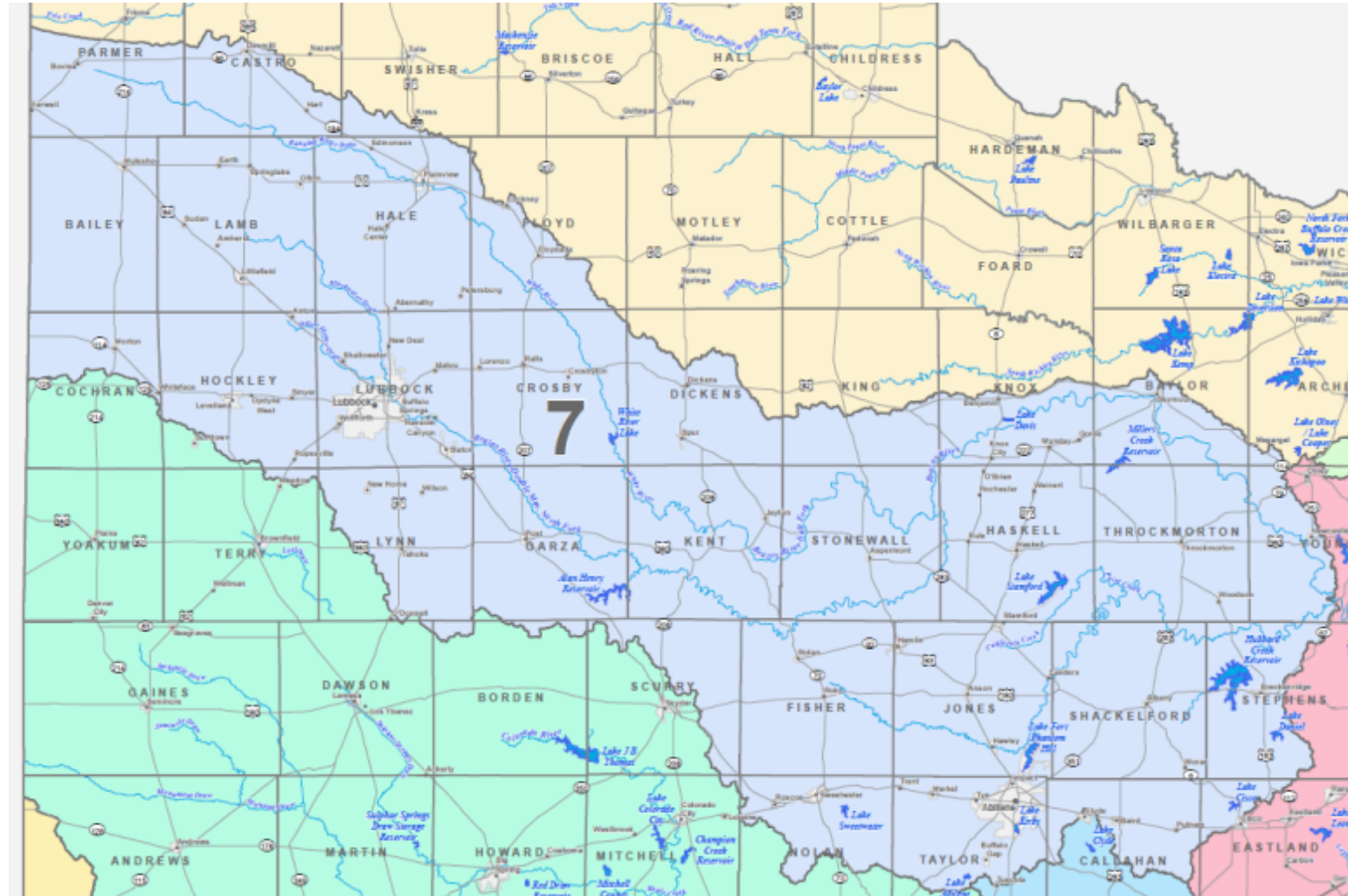


Summary

- Long term plan is in place to address local flooding.
- Abilene is one of very few communities in Texas to have long-term plan to address regional flood risk.
- Implementation of Master Drainage Plan and associated Capital Improvement Projects Program in the future.
- Potential future fee increases in subsequent budget years.
- Grant opportunities and successful applications may reduce amount of Utility Fee increase required.
- Council requested to receive and file report.
- No action needed at this time unless funding is assigned to the implementation of the plan.



Questions / Discussion



Upper Brazos – Region 7 Flood Planning Area



**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Robert Hanna, City Manager

FROM: Travis McClure

SUBJECT: 14.

Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Award of Bid No. CB-2067 – Sale of Land (60.66 Acres) (Travis McClure)

GENERAL INFORMATION

Pursuant to Texas Local Government Code Section 272.001, the City placed the following parcel of land for sale by giving public notice by advertisement in the Abilene Reporter-News on July 12, 2020 and July 19, 2020, and accepting sealed bids:

60.66 Acres of land being out of the West Part of a called 100 acre tract conveyed to the City of Abilene in Volume 365, Page 531, Deed Records of Jones County, Texas, being out of the Northwest Part of the H.M. Gibson Survey, A-1349, on the bank of the Clear Fork of the Brazos River, Jones County, Texas. Jones County Appraisal District Property ID #10016.

The minimum bid amount was set at the Jones County Appraisal District appraised market value of \$1,856.00 per acre of land.

Sealed bid(s) were received and opened on July 28, 2020; two bids were received.

SPECIAL CONSIDERATIONS

The revenue from this purchase will be allocated to the Utility fund.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends that the City Council award the bid to the high bidder, Bryan Meers, for the bid amount of \$183,193.20 (\$3,020.00 per acre) plus the reimbursement for the advertising cost of \$955.60, for a total purchase price of \$184,148.80.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution Sale of Land 60.66 Acres
2. CB2067 TABSHEET
3. Presentation2020

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDED
BID TO BRYAN MEERS, ABILENE, TEXAS FOR SALE OF LAND BEING 60.66 ACRES**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the sale of 60.66 Acres of land being out of the West Part of a called 100 acre tract conveyed to the City of Abilene in Volume 365, Page 531, Deed Records of Jones County, Texas, being out of the Northwest Part of the H.M. Gibson Survey, A-1349, on the bank of the Clear Fork of the Brazos River, Jones County, Texas. Jones County Appraisal District Property ID #10016; and

WHEREAS the minimum bid amount was set at the Jones County Appraisal District appraised market value of \$1,856.00 (per acre); and

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

Bryan Meers, of Abilene TX	\$183,193.20 (\$3,020.00 per acre)
Gray Bridwell, of Abilene TX	\$152,000.00 (\$2,505.77 per acre); and

WHEREAS, Bryan Meers, of Abilene, Texas submitted the highest bid, in the amount of \$183,193.20 (\$3,020.00 per acre), and

WHEREAS, Staff recommends awarding the bid to Bryan Meers of Abilene Texas for the total purchase price of \$184,148.80 which represents the bid amount and reimbursement of the advertising cost of \$955.60.

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

PART 1: That the City Council approves this bid in the amount of \$184,148.80 for the sale of land being 60.66 acres.

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

ADOPTED this 13th day of August, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

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

PAGE
1 OF 1

DEPARTMENT: LAND
BID NO.: CB-2067
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: JULY 28, 2020

BRYAN MEERS
ABILENE, TX

GRAY BRIDWELL
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.	SALE OF LAND				183,193.20		152,000.00								
BASE BID					183,193.20		152,000.00								
DISCOUNT															
TOTAL BID					183,193.20		152,000.00								

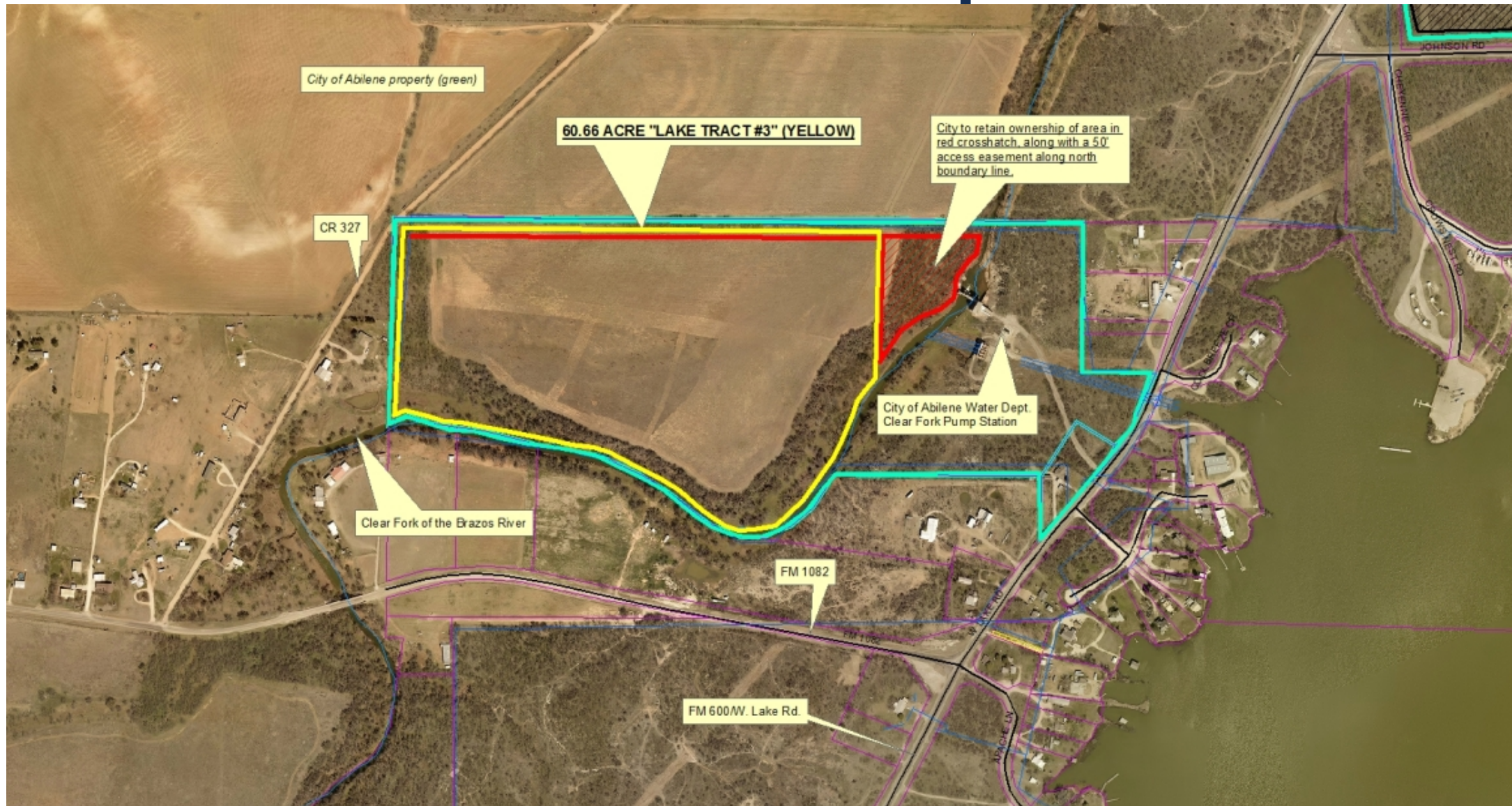
*NOTES: INDICATES RECOMMENDED AWARD

Agenda Item: Award of Bid No. CB-2067- Sale of Land

Resolution: Award of Bid No. CB-2067
(McClure)



Location Map



Agenda Item:

Award of Bid No. CB-2067

- Pursuant to Texas Local Government Code Section 272.001, the City placed the following parcel of land for sale by giving public notice by advertisement in the Abilene Reporter-News on July 12, 2020 and July 19, 2020, and accepting sealed bids for:
- The minimum bid amount was set at the Jones County Appraisal District appraised market value of \$1,856.00 per acre of land.
- Sealed bid(s) were received and opened on July 28, 2020; two bids were received.
- Staff recommends award of bid CB-2067 to Bryan Meers



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Honorable Mayor & Members of City Council

FROM: Robert Hanna, City Manager

SUBJECT: 15. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Provide Direction on Adopting a Resolution in Support of Local Businesses and Local Control of COVID-19 Response to the Governor of Texas (Robert Hanna)

GENERAL INFORMATION

There has been much discussion about whether or not the City should do more or do less regarding the COVID-19 Pandemic response. Sadly, our ability to enforce State directed solutions, or implement creative local solutions is limited because the Governor has taken control of the government's response to COVID-19.

This is contrary to Texas tradition where many have long believed and held that government of the people is best accomplished by the people most closely impacted by the actions of the government.

In light of this, and based on some recent discussions by the City Council and requests from local business owners, staff is asking Council to discuss whether there is interest in adopting a resolution encouraging the Governor to restore local control and authority within a framework of minimum and maximum actions. In this way, the Governor maintains a unified approach to the pandemic and also allows local jurisdictions to adjust the pandemic response to best fit local conditions and realities.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

None at this time.

STAFF RECOMMENDATION

Staff is seeking Council direction on whether there is interest in sending the Governor a formal resolution requesting the restoration of local control to better address the pandemic response based on local conditions and realities.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Support of Local Business & Covid Response PPT

Resolution:
In Support of Local Businesses
and Local Control of COVID-19
Response to the Governor of
Texas



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **16. Ordinance (Final Reading) CUP-2020-04: Receive a Report and Hold a Discussion and Public Hearing on a request from AT&T, agent David Draper, for Conditional Use Permit to allow construction of a 75' tall monopole within General Retail (GR) zoning district located at 3309 N. 10th Street, Abilene, Taylor County, Texas (Mike Warrix)**

GENERAL INFORMATION

The applicant is requesting a Conditional Use Permit to allow a 75' tall Antenna Tower (monopole) to be located on the subject property located at 3309 North 10th Street.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission voted 4-0 on July 7, 2020 to recommend approval of the request to City Council.

ATTACHMENTS:

1. CUP-2020-04 council ordinance
2. CUP-2020-04 Council staff report full
3. 2-CUP-2020-04 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 23rd day of July, 2020.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20th day of June, 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 13th day of August, 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 13th day of August, 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

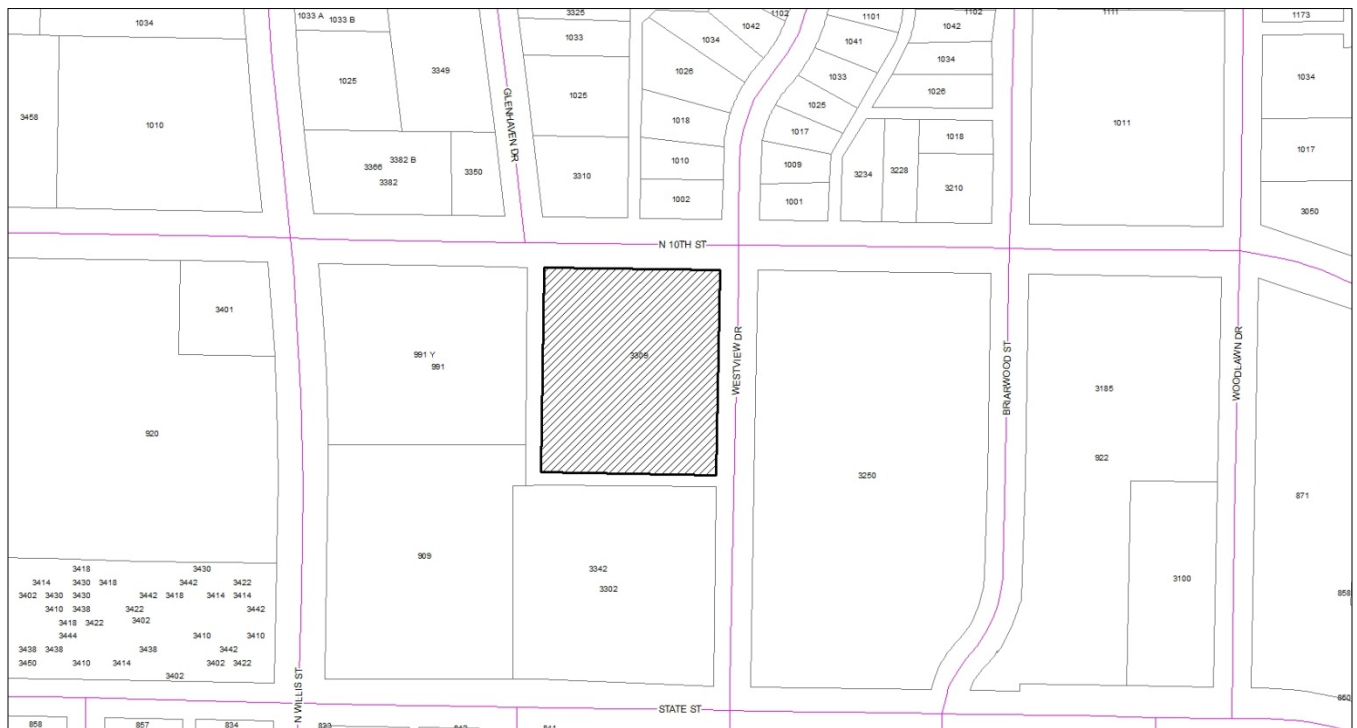
EXHIBIT A

Approve a Conditional Use Permit (CUP) to allow a 75' tall Antenna Tower (monopole) to be located on property zoned General Commercial (GC).

Subject to compliance with the following condition:

- Allowed antenna tower must be of a monopole design

Legal description being Block 103 of the Westlawn Addition, City of Abilene, Taylor County, Texas.



Located at 3309 N. 10th Street, Abilene, Taylor County, Texas.

ZONING CASE CUP-2020-04

STAFF REPORT



REQUEST: Conditional Use Permit

APPLICANT:

Owner: Fountain Gate Fellowship

Agent: David Draper

HEARING DATES:

P & Z Commission: July 7, 2020

City Council 1st Reading: July 23, 2020

City Council 2nd Reading: August 13, 2020

LOCATION:

3309 N. 10th St.

Legal description(s): Block 103 of Westlawn Addition

PROPOSAL AND REQUESTED ACTION:

The applicant is requesting a Conditional Use Permit to allow a 75-foot tall Antenna Tower (monopole) to be located on the subject property.

BACKGROUND:

The subject property was annexed into the City of Abilene in 1957 and has been zoned General Retail (GR) since at least 1974. This property has remained vacant since being annexed into the City of Abilene, aside from a small parking lot which was created along the western property line to serve as parking for the nearby church.

ANALYSIS:

Criteria Analysis:

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

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

Yes, the Future Land Use and Development Plan Map within the Comprehensive Plan designates this property to be located within an area that is identified as a mix of commercial and residential uses.

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

Yes, General Retail (GR) Zoning is intended to accommodate a wide range of retail trade, services and activities that are needed to serve the community. Furthermore, General Retail zoning permits commercial antenna towers with the approval of a Conditional Use Permit.

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

The proposed use of this site will not create adverse impacts regarding traffic, noise or odors. Furthermore, an opaque fence/wall will be incorporated in the development of the site to minimize visual impact.

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

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

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

Yes, access to the site will be restricted to authorized personnel only. There should be no increased traffic generated by the proposed use of the site.

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

The proposed use will incorporate an opaque fence/wall to screen all mechanical equipment on the ground level from view of neighboring properties.

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

Yes, 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 mixture of residential and commercial uses. The Land Development Code requires a Conditional Use Permit for all commercial towers. The 'Monopole' tower is required to have a separation of 20% the height or 25-feet, whichever is greater, from surrounding structures. The site is required to have, at a minimum, anti-climbing devices and be enclosed by a security fence that is no less than six (6') feet in height with a locking gate. The tower must also have a minimum of 1,500-foot separation from the nearest tower (see provided map illustrating separation requirements). All towers must adhere to the 'Visual Impacts' requirements in Section 2.4.6.4. This includes:

- (1) Towers must either maintain a galvanized steel finish or, subject to any applicable standards of the FAA or other applicable federal or state agency, be painted a neutral color, so as to reduce visual obtrusiveness.
- (2) At a tower site, the design of the building and related structures must use materials, colors, textures, screening, and landscaping that will blend the tower and facilities to the natural setting and built environment.
- (3) If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

Existing Land Use

Location	Zoning	Existing Land Use
North	GR/RS-6	Restaurant/Single Family Residence
South	MD	Church
East	GR	Vacant Acreage
West	GR	Walgreens

STAFF RECOMMENDATION:

Staff recommends approval of a 75-foot monopole antenna tower.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval of this request by a vote of four (4) to zero (0) on July 7, 2020.

NOTIFICATION:

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

Owner	Situs	Response
ABILENE SUNRISE PROPERTIES	1001 WESTVIEW DR	
BLUEROCK NNN I DST	991 Y N WILLIS ST	
BLUEROCK NNN I DST	991 N WILLIS ST	
COUGAR ESKIMO HUT	3366 N 10TH ST	
COUGAR ESKIMO HUT	3382 N 10TH ST	
COUGAR ESKIMO HUT	3382 B N 10TH ST	
DAVIS CHRISTI	1002 WESTVIEW DR	
FOUNTAINGATE FELLOWSHIP	909 N WILLIS ST	In favor
FOUNTAINGATE FELLOWSHIP	3309 N 10TH ST	In favor
GARCIA ELIGIO & CATALINA	3310 N 10TH ST	
LOPEZ MICHAEL F	1018 WESTVIEW DR	
MESA LANDY CASTRO	1010 WESTVIEW DR	
SMITH LEE ANN LF EST	1009 WESTVIEW DR	
TLC ACADEMY TEXAS	3250 STATE ST	
TRINITY CHURCH OF THE	3342 STATE ST	
TRINITY CHURCH OF THE	3302 STATE ST	
VINSON J W	3350 N 10TH ST	



Development Application

Planning

☒ Conditional Use

☐ Easement Release

☐ Rezoning

☐ Other

☐ PDD

☐ Street Name Change

☐ Thoroughfare Abandonment

☐ PDD Amendment

Other: _____

Project Name: AT&T Cell tower WTL03240

Address: 3309 N. 10th Street No. of lots: _____ Acreage: _____

Legal Description: Block 103, a replat of lots 1 through 10, Block 3 Westlawn addition

Subdivision Name: Westlawn Block: _____ Lot: _____

Current Zoning: GR (General Retail) Proposed Zoning (If applicable): _____

OWNER AND AUTHORIZATION

Owner Name: FountainGate Fellowship (Ahn: Scott Beard)

Address: 3309 N. 10th Street

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

Phone: 325-1672-1651 Email: stearde@fgfabilene.org

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

Agent Name: David Draper

Address: 2417 Park Hill Blvd., Suite B

City, State, Zip: Ft Worth, Tx 76185 Fax: _____

Phone: 817-307-1504 Email: david@siteproperty.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: _____ Date: _____

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.

AT&T is proposing to build a 75' monopole at 3309 N. 10th Street on the property of Fountaingate Fellowship Church.

There are no available cell towers in the immediate area that AT&T can collocate on.



Development Application

RECOMMENDATIONS

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: _____

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

DATE: _____

6-9-20



Wimberley Surveying Professionals

PO Box 9237
Greenville, Texas 75404

Phone (903) 450-8100
Fax (903) 455-2902

FAA TOWER CERTIFICATION

Site Name: Fountain Gate Fellowship Church

Site Number: WTL03240

**Site Location: 3309 North 10th Street
Abilene, TX 79603**

PROPOSED METAL MONOPOLE

I hereby certify that following Latitude and Longitude values for the center of the above-referenced proposed tower are accurate to within +/- 20 feet horizontally; and that the following tower site elevation is accurate to within +/- 3 feet vertically.

Horizontal Datum:

Latitude:

Longitude:

NAD83

32° 27' 36.55" N

99° 45' 42.81" W

Vertical Datum:

Ground Elevation at Base of Tower:

NAVD 1988

1711.4 feet

Ronald D. Wimberley, RPLS
Texas Registered Professional Surveyor, No. 6005
December 6, 2019
Job No. 19256



STREET

BLOCK 103,
A REPLAT OF
LOTS 1 THROUGH 10, BLOCK 3,
WESTLAWN ADDITION

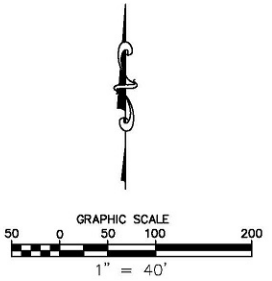
1973

AREA TABLE	SQUARE FEET	ACREAGE
PARENT PARCEL	91,420.00	2.089
TOWER LEASE	2,500.00	0.057
A/U EASEMENT	500.00	0.011

PROPOSED METAL MONOPOLE LOCATION INFORMATION	
Horizontal Datum:	NAD83
Latitude:	32° 27' 36.55" N +/- .20"
Longitude:	99° 45' 42.81" W +/- .20"
Vertical Datum:	NAVD 1988
Ground Elevation at Base of Tower:	1711.4 feet

TOWER LEASE		
Line #	Direction	Length
L1	N 89°44'19" W	25.00'
L2	N 00°15'41" E	10.00'
L3	N 89°44'19" W	50.00'
L4	N 00°15'41" E	50.00'
L5	S 89°44'19" E	50.00'
L6	S 00°15'41" W	50.00'

A/U EASEMENT		
Line #	Direction	Length
L7	N 00°15'41" E	25.00'
L8	N 89°44'19" W	25.00'
L9	N 00°15'41" E	20.00'
L10	S 89°44'19" E	25.00'
L11	S 00°15'41" W	20.00'



SITE PLAN SCALE: 1" = 40' NOTE: IF DRAWING IS 11"x17" REFER TO GRAPHIC SCALE.

TOWER LEASE

BEING a 0.057 acre (2,500.00 square feet) tract of land situated in the Patrick E Durst Survey, Section No. 88, Abstract No. 50, out of a called Block 103, Replat of Lots 1 through 10, Block 3, Westlawn Addition, an Addition to the City of Abilene, Taylor County, Texas, according to the plat recorded in Cabinet 2, Slide 180-D, Plat Records, Taylor County, Texas being described in deed to Fountaingate Fellowship, recorded in deed Volume 3290, Page 775, in Deed Records, Taylor County, Texas, described in metes and bounds as follows;

COMMENCING at a found 1/2" iron rod at southeast corner of said Block 103, situated on the west right-of-way line of Westview Drive (60' public right-of-way);

THENCE North 89° 44' 19" West for a distance of 25.00 feet to a point for corner;

THENCE North 00° 15' 41" East for a distance of 10.00 feet to a set 1/2" iron rod for the POINT OF BEGINNING;

THENCE North 89° 44' 19" West for a distance of 50.00 feet to a set 1/2" iron rod for corner;

THENCE North 00° 15' 41" East for a distance of 50.00 feet to a set 1/2" iron rod for corner;

THENCE South 89° 44' 19" East for a distance of 50.00 feet to a set 1/2" iron rod for corner;

THENCE South 00° 15' 41" West a distance of 50.00 feet to the POINT OF BEGINNING, and containing 0.003 acre (150.00 square feet) of land, more or less.

ACCESS AND UTILITY EASEMENT

BEING a 0.011 acre (500.00 square feet) tract of land situated in the Patrick E Durst Survey, Section No. 88, Abstract No. 50, out of a called Block 103, Replat of Lots 1 through 10, Block 3, Westlawn Addition, an Addition to the City of Abilene, Taylor County, Texas, according to the plat recorded in Cabinet 2, Slide 180-D, Plat Records, Taylor County, Texas being described in deed to Fountaingate Fellowship, recorded in deed Volume 3290, Page 775, in Deed Records, Taylor County, Texas, described in metes and bounds as follows;

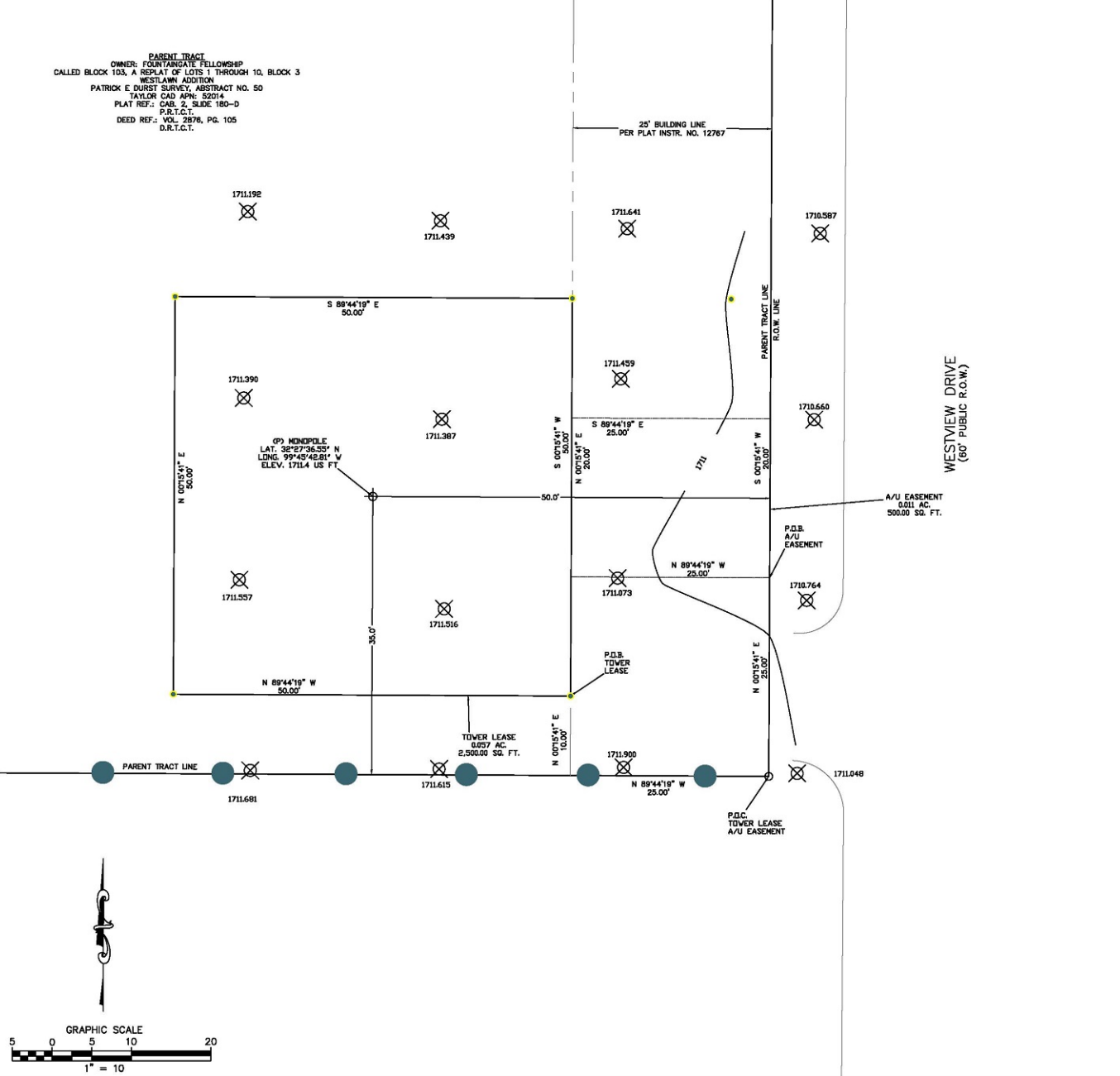
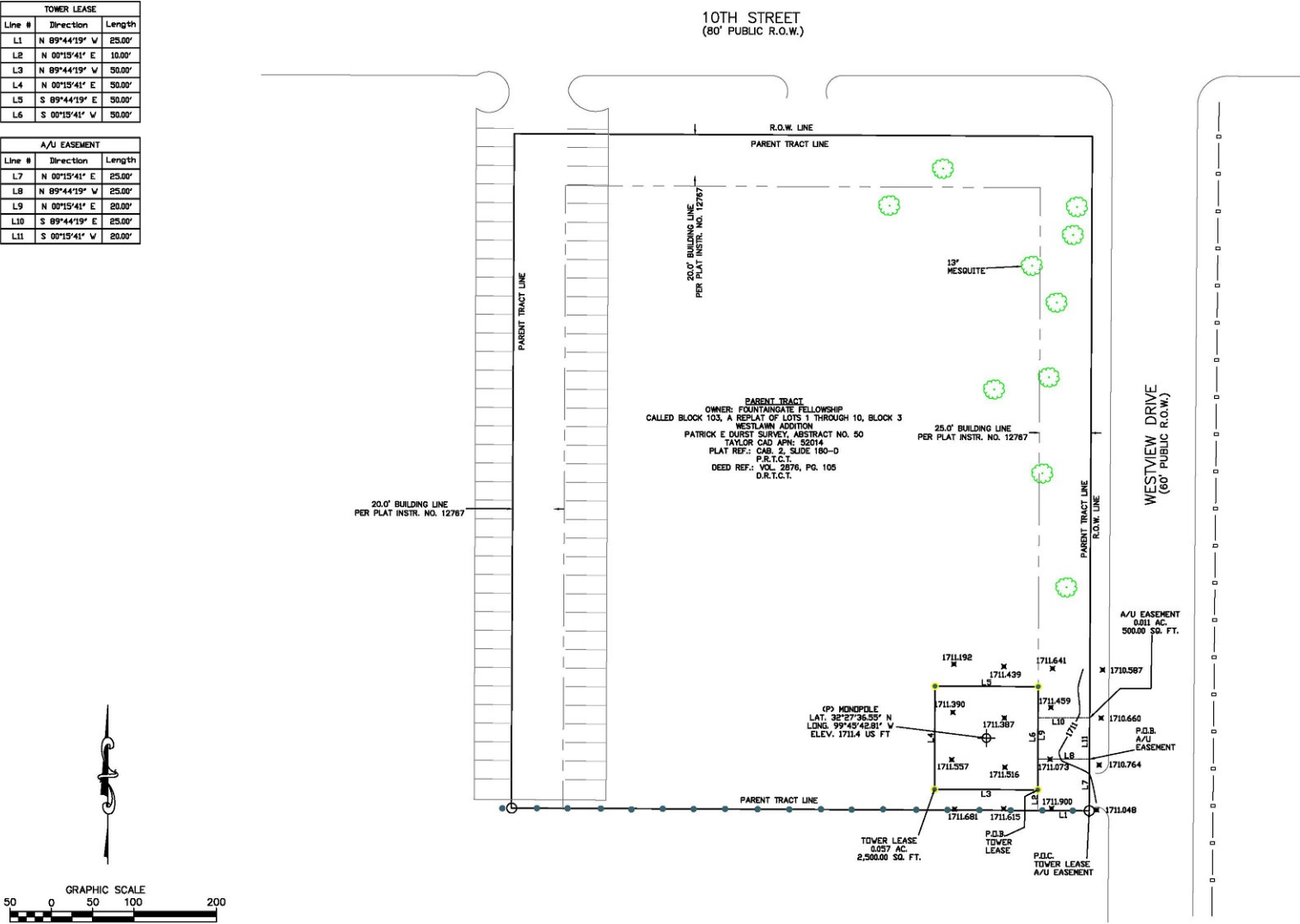
COMMENCING at a found 1/2" iron rod at southeast corner of said Block 103, situated on the west right-of-way line of Westview Drive (60' public right-of-way);

THENCE North 89° 44' 19" West, leaving said right-of-way to the south line of the called Tower Lease described in this survey, for a distance of 25.00 feet to a point for corner;

THENCE North 00° 15' 41" East, along said Tower Lease, for a distance of 20.00 feet to a point for corner;

THENCE South 89° 44' 19" East, leaving said Tower Lease to said right-of-way, for a distance of 25.00 feet to a point for corner;

THENCE South 00° 15' 41" West, along said right-of-way line, a distance of 20.00 feet to the POINT OF BEGINNING, and containing 0.011 acre (500.00 square feet) of land, more or less.



ENLARGED SITE PLAN SCALE: 1" = 10'

PROJECT INFORMATION

CENTER OF TOWER COORDINATES:

NAD83:
LAT 32° 27' 36.55"
LONG 99° 45' 42.81"
ELEV. 1711.4 FEET (AMSL NAVD88)

NOTES:

INGRESS/EGRESS IN COMMON WITH LESSOR.

LATITUDE AND LONGITUDE SHOWN HEREON ARE BASED ON NAD83 AND ELEVATIONS NAVD 1988.

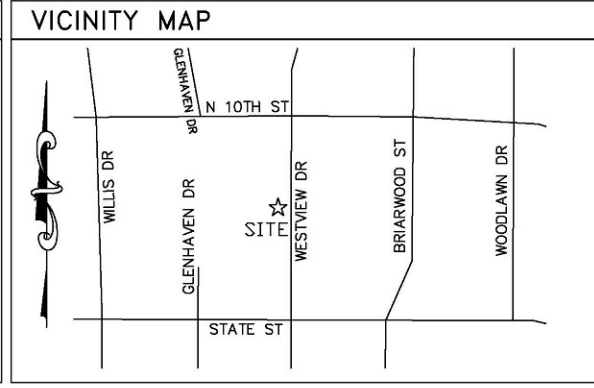
LATITUDE AND LONGITUDE FROM GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY, 1983 NORTH AMERICAN DATUM.

BASIS OF ELEVATION: GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

BASIS OF BEARINGS: GRID BEARINGS BASED ON GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN ZONE "AE", AREAS INSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 48441C0209F, DATED JANUARY 6, 2012. NO SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE.

LEGEND	
●	: SET 1/2" IRON ROD.
⊙	: FOUND PK NAIL.
⊕	: FOUND SPIKE.
⊗	: TOWER CENTER.
P.O.B.	: POINT OF BEGINNING.
P.O.C.	: POINT OF COMMENCEMENT.
—	: FENCE AS NOTED.
—	: OVER HEAD UTILITY LINES.
—	: WOOD UTILITY POLE.
—	: ELECTRIC TRANSFORMER.
—	: CABLE PEDESTAL.
R.O.W.	: RIGHT-OF-WAY.
B/W	: BARBED WIRE.
A/U	: ACCESS & UTILITY.
(E)	: EXISTING.
D.R.T.C.T.	: DEED RECORDS TAYLOR COUNTY TEXAS
P.R.T.C.T.	: PLAT RECORDS TAYLOR COUNTY TEXAS



SURVEYOR'S CERTIFICATE}

The undersigned does hereby certify that a survey was made on the ground of the property legally described hereon prepared by the undersigned and is true and correct to the best of my knowledge; the survey correctly shows the location of all buildings, structures and other improvements situated on the property; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way except as shown on the plat hereon; that subject property has access to a public roadway; and the plat hereon is a true, correct and accurate representation of the property described hereinabove. Furthermore, the undersigned hereby certifies that he has calculated the quantity of land or acreage contained within the tract shown on this plat of survey and described hereon and certifies that the quantity of land shown hereon is correct. This survey meets the applicable requirements for land surveys as defined by the "Texas Society of Professional Surveyors Manual of Practice for Land Surveying in Texas".

RONALD D. WIMBERLEY
R.P.L.S. #6005

WIMBERLEY SURVEYING PROFESSIONALS
PO BOX 9237
GREENVILLE, TEXAS 75404
PHONE: (903) 450-8100
FAX: (903) 455-2902

SURVEY
FOUNTAINGATE FELLOWSHIP CHURCH
WTLO3240
3309 N. 10TH STREET
ABILENE, TX 79603



DRWN: DJ
CK: RDW

NO.	DATE:	DESCRIPTION:
1	12-6-19	DATE OF SURVEY
2	12-16-19	ISSUED
3	10-15-19	REVISION
4	03-02-20	REVISION
5	04-27-20	REVISION
6		
7		



FOUNTAINGATE FELLOWSHIP
3434 N 6TH ST
ABILENE, TX 79603-5620

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number CUP-2020-04

06/24/2020

The Planning and Zoning Commission will hold a public hearing on **Tuesday, July 7, 2020 at 1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from AT&T, agent David Draper, for Conditional Use Permit to allow the construction of a 75' tall antenna tower (monopole) within General Retail (GR) zoning district; Legal Description being Block 103 of Westlawn Addition. Located at 3309 N. 10th Street, Abilene, Taylor County, Texas.

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

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for the Conditional Use Permit. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **August 13, 2020, at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

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

For the PLANNING & ZONING COMMISSION
Please call (325) 676-6237 if you have any questions about this notice.

CASE #: CUP-2020-04

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

Name: FOUNTAINGATE FELLOWSHIP
Address: 909 N WILLIS ST

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

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature: _____

A handwritten signature in black ink, appearing to be "Jared Smith", written over a horizontal line.

For the PLANNING & ZONING COMMISSION

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

CASE #: CUP-2020-04

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

Mailing To:

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

I am in favor ☒

I am opposed ☐

Signature:



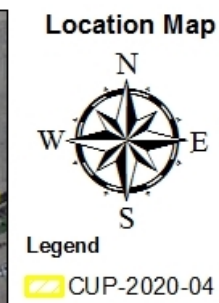
Email: planning@abilenetx.gov

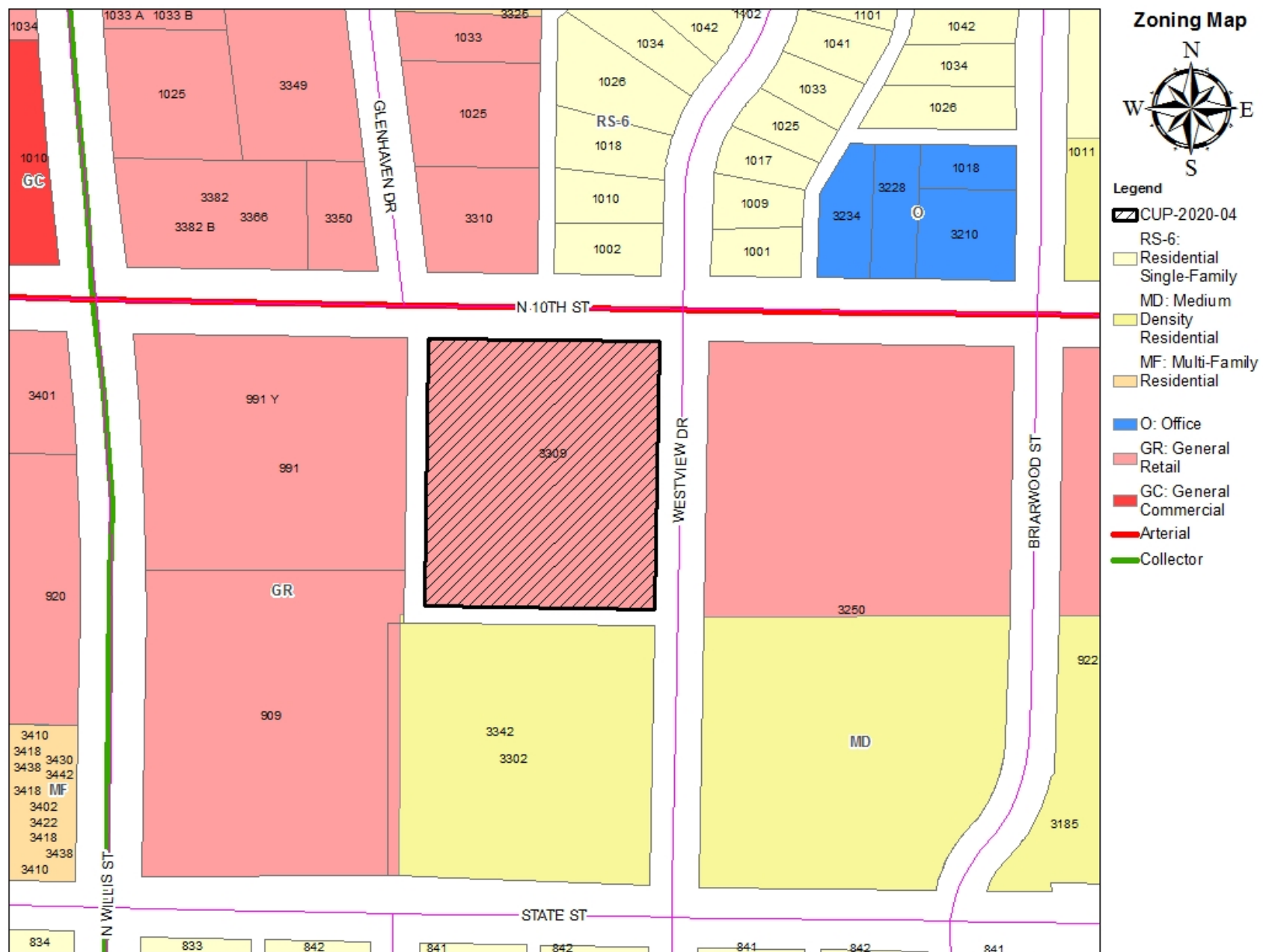
Name: FOUNTAINGATE FELLOWSHIP
Address: 3309 N 10TH ST

JUL 7 AM 11:55

Case: CUP-2020-04
Owner: Fountain Gate Fellowship
Agent: David Draper
Request: Conditional Use Permit to allow a 75-foot tall
(monopole) Commercial Antenna Tower
Location: 3309 N 10th St.
Notification: 2 in Favor, 0 Opposed
Planning & Zoning Recommendation: Approval

CUP-2020-04 AERIAL LOCATION MAP





[illegible]

Existing Uses in GR Zoning

RESIDENTIAL USES:

- P Bed & Breakfast
- 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
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- P Garage Sales
- 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 Recycling Collection Point
- P Subdivision Sales Office (temporary)
- P Swimming Pools, Private (accessory to residential use)
- P Tennis Courts, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- C Ambulance Service
- P Fire/Police Station
- P Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

- P/C Automobile Wash
- C Funeral Home/ Mortuary/Morgue
- P Kennel (Without Outdoor Pens)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Tattoo Parlor
- P Veterinary Service (small animals)

TRADE – RETAIL USES

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- 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 (indoor)
- C Retail Sales/Rental (outdoors, non-vehicle)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C Antenna Tower- Commercial

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

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P
- C
- TP

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

Subject Property



Neighboring property to the North



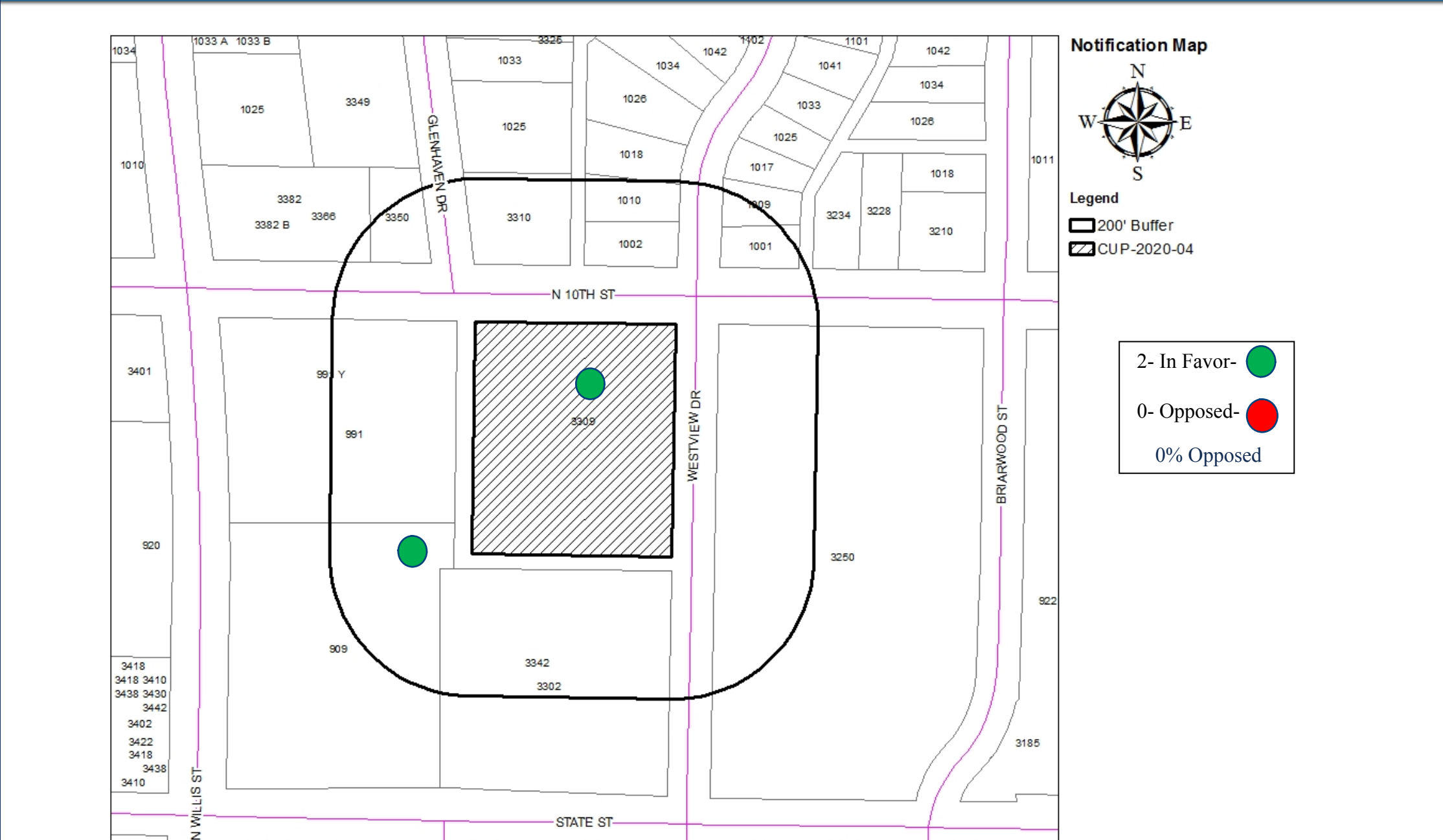
Neighboring property to the South



Property East of Westview Dr.



CUP-2020-04 NOTIFICATION AREA MAP



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 2.3.3.5)
- Reviewed Pursuant to Section 1.4.3.5 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval of monopole construction only
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 17. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the 2019-2020 Revised Budget (Mike Rains)

GENERAL INFORMATION

As part of the budget work session on July 21, 2020, the City Council approved on first reading a General Fund Revised 2019-20 Budget of \$107,455,830.

After the budget work session, the Development Corporation of Abilene (DCOA) has approved additional funding for Airport marketing. The additional funding will provide an additional \$75,000 to General Fund revenues and also increase expenditures by \$75,000. Staff is recommending a final General Fund Revised 2019-20 Budget of \$107,530,830.

In addition a correction has been made for the 2020 bond refunding that will reinstate the original debt maturities for FY 2020 for the General Obligation Debt Fund and the Water & Sewer Debt Fund.

This will be the final public hearing and vote on the 2019-20 Revised Budgets.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends that the City Council hold the public hearing and approve the Revised Budget Ordinance with the included change noted above on second and final reading.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Revised Budget 2020
2. Powerpoint - Ordinance Approving 2019-20 Revised Budgets

ORDINANCE NO. _____

AN ORDINANCE APPROVING REVISED BUDGET FIGURES FOR FISCAL YEAR 2019-2020; FOR THE CITY OF ABILENE; APPROPRIATING FUNDS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager has prepared a revision of certain figures in the 2019-2020 budget and submitted same to the City Council; and,

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

WHEREAS, said budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 13th, 2020, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the revised figures, prepared and submitted by the City Manager for the 2019-2020 budget, be, and the same are hereby, in all things, approved and appropriated, and any necessary transfers between accounts and departments are hereby authorized, approved, and appropriated.

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

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

PART 4: That upon passage of this ordinance on first reading, the City Secretary be, and is hereby authorized and directed to have published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, a notice that a public hearing will be held in the Council Chambers of the City Hall in Abilene, Texas, at 8:30 A.M., on the 13th of August, 2020, to permit the public to be heard prior to consideration of this ordinance for second and final reading, said publication to be made on the 9th of August 2020, being more than twenty-four (24) hours prior to the time designated for such public hearing in accordance with Section 18 of the City Charter. 102.0065(b) Local Government Code, Special Notice by publication for Budget – except that if another law requires the governing body to give notice, by publication, of a hearing on a budget this section does not apply.

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

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

<u>Police Department</u>		<u>Fire Department</u>	
Assistant Police Chief	2	Deputy Fire Chief	2
Police Lieutenant	11	Battalion Chief	5
Police Sergeant	24	Fire Captain	12
Police Officers	<u>179</u>	Fire Lieutenant	33
	216	Fire Fighter	<u>146</u>
			198

PASSED ON FIRST READING on the 21st day of July, A.D. 2020.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the
13th day of August, A.D. 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Ordinance & Public Hearing – Final Vote on Revised 2019-20 Budgets



Ordinance & Public Hearing – Final Vote on Revised 2019-20 Budgets

- As part of the budget workshop on July 21, 2020, City Council approved on first reading the Revised 2019-20 Budgets including a General Fund revised budget of \$107,455,830.
- Subsequent to the budget workshop, DCOA has approved funding an additional \$75,000 for Airport marketing for the 2019-20 fiscal year. The effect of this change will increase total revenues and total expenditures for fiscal year 2019-20 by \$75,000. The recommended General Fund revised budget would be \$107,530,830
- A correction has been made to the 2020 Refunding Debt Service calculations. The original debt service requirements have been reinstated for FY 2020.
- Public Hearing is required
- Final vote on the Revised 2019-20 Budgets



Ordinance & Public Hearing – Final Vote on Revised 2019-20 Budgets

2020 General Fund Revised Budget	Revenue	Expenditures	Excess (Deficit)
FY 2020 General Fund Revised Budget as approved by City Council on first reading	\$106,471,750	\$107,455,830	\$(984,080)
Proposed changes:			
DCOA increased Airport marketing funds	75,000	75,000	
FY 2020 General Fund Revised Budget	\$106,546,750	\$107,530,830	\$(984,080)



Ordinance & Public Hearing – Final Vote on Revised 2019-20 Budgets

2020 General Obligation Bond Debt Service Revised Budget	Revenue	Expenditures	Excess (Deficit)
FY 2020 General Obligation Bond Debt Service Revised Budget as approved by City Council on first reading	\$11,992,310	\$11,853,770	\$138,540
Proposed changes:			
2020 Bond Refunding Corrections		249,150	
FY 2020 General Obligation Bond Debt Service Revised Budget	\$11,992,310	\$12,102,920	\$(110,610)



Ordinance & Public Hearing – Final Vote on Revised 2019-20 Budgets

2020 Water & Sewer Operating Fund Revised Budget	Revenue	Expenditures	Excess (Deficit)
FY 2020 Water & Sewer Operating Fund Revised Budget as approved by City Council on first reading	\$57,683,190	\$61,658,400	\$(3,975,210)
Proposed changes:			
2020 Bond Refunding Corrections		1,354,670	
FY 2020 Water & Sewer Operating Fund Revised Budget	\$57,683,190	\$63,013,070	\$(5,329,880)



Ordinance & Public Hearing – Final Vote on Revised 2019-20 Budgets

2020 Water & Sewer Debt Service Fund Revised Budget	Revenue	Expenditures	Excess (Deficit)
FY 2020 Water & Sewer Debt Service Fund Revised Budget as approved by City Council on first reading	\$16,410,830	\$16,383,920	\$26,910
Proposed changes:			
2020 Bond Refunding Corrections	1,354,670	1,354,670	
FY 2020 Water & Sewer Debt Service Fund Revised Budget	\$17,765,500	\$17,738,590	\$26,910



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 18. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving and Adopting the Proposed Budget for Fiscal Year 2020-2021 (Mike Rains)

GENERAL INFORMATION

As part of the budget workshop on July 21, 2020 the City Council approved on first reading the budgets as presented by the City Manager. As a result of changes in the certified tax roll and an increase in funding from the Development Corporation of Abilene (DCOA) for Airport marketing, staff is recommending changes to the budgets as approved on first reading.

The effect of these changes will increase the General Fund total revenues by \$344,680 and total expenditures by \$66,560. The recommended General Fund budget for FY 2020-2021 will be \$107,059,430.

In addition, total revenues will decrease in the Debt Service Fund by \$6,340 and total revenues will increase in the Self Insurance Fund by \$3,280.

SPECIAL CONSIDERATIONS

State law requires two votes be taken for:

A) Approving and adopting the Proposed Budget for Fiscal Year 2020-2021 with a specific amount of money. (\$107,059,430 General Fund budget)

B) Acknowledge (ratify) that the Adopted Budget will cost more than last year's budget. The following wording must be used,

"This budget will raise more total property taxes than last year's budget by an amount of \$1,191,540 which is a 3.1% increase from last year's budget. Of that amount \$603,840 is tax revenue to be raised from new property added to the tax roll this year."

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends the City Council hold the public hearing and approve the Proposed Budget Ordinance, with the changes noted above, on second and final reading.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Approved Budget 2021
2. Powerpoint - Ordinance Approving 2020-21 Proposed Budgets

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2020, THROUGH SEPTEMBER 30, 2021, FOR THE CITY OF ABILENE; APPROPRIATING FUNDS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager on July 6th, 2020, filed a proposed budget with the City Secretary for the fiscal year commencing October 1st, 2020; and,

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

WHEREAS, said proposed budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 13th, 2020, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the budget proposed by the City Manager for the fiscal year commencing October 1st, 2020, as revised by the City Council, be, and the same is hereby approved, adopted, and appropriated including transfers of General Fund equity to various Funds.

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

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

PART 4: That upon passage of this ordinance on first reading, the City Secretary be, and is hereby authorized and directed to have published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, a notice that a public hearing will be held in the Council Chambers of the City Hall in Abilene, Texas, at 8:30 A.M., on the 13th of August, 2020, to permit the public to be heard prior to consideration of this ordinance for second and final reading, said publication to be made on the 3rd of August 2020, being more than twenty-four (24) hours prior to the time designated for such public hearing in accordance with Section 18 of the City Charter. 102.0065(b) Local Government Code, Special Notice by publication for Budget – except that if another law requires the governing body to give notice, by publication, of a hearing on a budget this section does not apply.

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

PART 6: That the number, classification, and designation of each position, as provided in Texas Local Government Code Ann., Chapter 143 (Vernon 1988), Municipal Civil Service, for the Police and Fire Departments, as set out below, are hereby created, established, and adopted as the official plan for the classified service of the Police and Fire Departments of the City of Abilene for the fiscal year October 1, 2020, through September 30, 2021, or as may be amended by City Council. Any position in the classified service of the Police and Fire Departments of the City of Abilene not below listed, is hereby abolished:

<u>Police Department</u>		<u>Fire Department</u>	
Assistant Police Chief	2	Deputy Fire Chief	2
Police Lieutenant	11	Battalion Chief	5
Police Sergeant	24	Fire Captain	12
Police Officers	<u>179</u>	Fire Lieutenant	33
	216	Fire Fighter	<u>146</u>
			198

PASSED ON FIRST READING on the 21st day of July, A.D. 2020.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the
13th day of August, A.D. 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Ordinance & Public Hearing – Final Vote on 2020-21 Proposed Budgets



Ordinance & Public Hearing – Final Vote on 2020-21 Proposed Budgets

- As part of the budget workshop on July 21, 2020, City Council approved on first reading the 2020-21 Proposed Budgets including a General Fund budget of \$106,992,870.
- Staff is recommending changes to the General Fund, Debt Service Fund and Self Insurance Fund budgets approved on first reading due to changes in the assessed property tax values and increased funding from the Development Corporation of Abilene (DCOA) for Airport marketing.
- Two votes will be required:
 - Approving and adopting the budget for fiscal year 2020-21 with a specific amount of money.
 - General Fund - \$107,059,430
 - Acknowledge (ratify) that the adopted budget will cost more than last year's budget using the following statement:
 - **"This budget will raise more total property taxes than last year's budget by an amount of \$1,191,540 which is a 3.1% increase from last year's budget. Of that amount \$603,840 is tax revenue to be raised from new property added to the tax roll this year."**
- Public Hearing is required
- Final vote on the Proposed 2020-21 Budgets



Ordinance & Public Hearing – Final Vote on 2020-21 Proposed Budgets

FY 2021 General Fund Budget	Revenue	Expenditures	Excess (Deficit)
FY 2021 General Fund Budget as approved by City Council on first reading	\$107,123,190	\$106,992,870	\$130,320
Proposed changes:			
Adjustment to tax rate based on Certified Tax Roll Assessed Value	284,680		
Adjust 1 cent transfer to Convention Center due to adjustments in tax roll		3,280	
Adjust 1 cent transfer to Self Insurance Fund due to adjustments in tax roll		3,280	
DCOA increased Airport marketing funds	60,000	60,000	
FY 2021 General Fund Proposed Budget	\$107,467,870	\$107,059,430	\$408,440



Ordinance & Public Hearing – Final Vote on 2020-21 Proposed Budgets

FY 2021 Debt Service Fund Budget	Revenue	Expenditures	Excess (Deficit)
FY 2021 Debt Service Fund Budget as approved by City Council on first reading	\$12,733,970	\$12,883,890	\$(149,920)
Proposed changes:			
Adjustment to tax rate based on Certified Tax Roll Assessed Value	(6,340)		
FY 2021 Debt Service Fund Proposed Budget	\$12,727,630	\$12,883,890	\$(156,260)



Ordinance & Public Hearing – Final Vote on 2020-21 Proposed Budgets

FY 2021 Self Insurance Fund Budget	Revenue	Expenditures	Excess (Deficit)
FY 2021 Self Insurance Fund Budget as approved by City Council on first reading	\$15,152,170	\$13,866,810	\$1,285,360
Proposed changes:			
Adjust 1 cent transfer to Self Insurance Fund due to adjustments in tax roll	3,280		
FY 2021 Self Insurance Fund Proposed Budget	\$15,155,450	\$13,866,810	\$1,288,640



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 19. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving and Adopting the Proposed 2020-21 Tax Rates (Mike Rains)

GENERAL INFORMATION

During the budget work session on July 21, 2020, City Council approved on first reading a tax rate of \$.7877 per \$100 consisting of \$.6008 for maintenance & operations (m&o) and \$.1869 for interest & sinking (i&s).

The City received the Certified Tax Roll on July 23rd which provided a larger assessed value than was approved in the July 21st first reading. The larger assessed value lowered the required i&s rate from \$.1869 to \$.1858. If the total rate is maintained at \$.7877 per \$100 then the m&o rate could be increased from \$.6008 to \$.6019 per \$100. This increase would provide \$284,680 additional tax revenue to the General Fund.

This will be the final public hearing and vote to set the tax rate for fiscal year 2020-2021.

SPECIAL CONSIDERATIONS

Motion to approve the tax rate must contain the following specific language: **"I move that the property tax rate be increased by the adoption of the tax rate of \$.7877 per \$100, which is effectively a 3.1% increase in the tax rate."**

60% of the Council must vote yes (5 yes votes)

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends the Council hold the public hearing and adopt on final reading the tax rate for fiscal year 2020-2021.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Tax Rate FY 21
2. Powerpoint - Ordinance Approving 2020-21 Proposed Tax Rate

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, APPROVING THE ASSESSMENT ROLL FOR 2020, LEVYING AN AD VALOREM TAX FOR THE CITY OF ABILENE, TEXAS, FOR THE YEAR 2020; PROVIDING FOR THE ASSESSMENT AND COLLECTION THEREOF; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; CALLING A PUBLIC HEARING; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 26.05 of the Tax Code requires notice of a tax increase whether that increase occurs by an increase in the tax rate or a rise in property values or both; and

WHEREAS, the City of Abilene is proposing an effective tax rate increase and property values have risen in the City which trigger components of Section 26.05; and

WHEREAS, the components of Section 26.05 require Cities to post that an increase in property values even when the tax rate is held constant, is considered as an effective tax rate increase; now therefore,

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

PART 1: That the assessment roll for the year 2020, as compiled by the Chief Appraiser of the Central Appraisal District of Taylor County, and amended and approved by the Appraisal Review Board of Taylor County, on the 23rd day of July, 2020, be, and the same is hereby, in all things, approved and adopted.

PART 2: That there be, and is hereby levied, on all of the property located in the City of Abilene, Texas, on the 1st day of January, 2020, and not exempt from taxation by the Constitution and Laws of the State of Texas and the City of Abilene, an ad valorem tax in the aggregate total of --seventy-eight and seventy-seven hundredths cents (78.77¢)-- on each one hundred dollars' (\$100.00) valuation of said property, apportioned as follows:

General Fund:

(a) Operations & Maintenance	\$.6019
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Debt Service Funds:

(a) 2006 Airport C.O. Series	\$.0013
(b) 2007 Airport G.O. Series	.0011
(c) 2010 Refunding	.0021
(d) 2015 Refunding	.0196
(e) 2015 G.O. Series	.0168
(f) 2015 C.O. Series	.0023
(g) 2016 Refunding	.0338
(h) 2016 G.O. Series	.0280

(i)	2016 C.O. Series	.0026
(j)	2017 Refunding	.0039
(k)	2017 G.O. Series	.0164
(l)	2017 C.O. Series	.0094
(m)	2018 G.O. Series	.0056
(n)	2018A C.O. Series	.0115
(o)	2018B C.O. Series	.0018
(p)	2019 G.O. Series	.0085
(q)	2019 C.O. Series	.0142
(r)	2020 Refunding	<u>.0069</u>

Debt Rate	<u>\$.1858</u>
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TOTAL RATE FOR THE YEAR 2020	<u>\$.7877</u>
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PART 3: That there be, and are hereby authorized exemptions as follows:

- 1) Homestead exemption -- fifteen percent (15%)
- 2) Age 65 and over exemption -- \$15,000

PART 4: THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.1 PERCENT AND WILL LOWER TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$3.

PART 5: That notice for the public hearing on the 13th day of August, 2020, was given by publication in the Abilene Reporter-News on the 3rd day of August, 2020.

PART 6: That a public hearing was held on the 13th day of August, 2020, in accordance with the City Charter.

PART 7: That any ordinance, resolution, policy or any provision or section of the Code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict.

PART 8: That this ordinance shall take effect immediately from and after its date of final passage.

PASSED ON FIRST READING on the 21st day of July, A.D. 2020.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the
13th day of August, A.D. 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Ordinance & Public Hearing – Final Vote on 2020-21 Proposed Tax Rates



Ordinance & Public Hearing – Final Vote on 2020-21 Proposed Tax Rates

- As part of the budget workshop on July 21, 2020, City Council approved on first reading the 2020-21 Proposed Tax Rate of \$.7877 per \$100 consisting of \$.6008 for maintenance & operations (m&o) and \$.1869 for interest & sinking (i&s).
- Subsequently Staff has received the certified tax roll which provided a larger assessed value than preliminary estimates. The larger assessed value lowered the required i&s rate from \$.1869 to \$.1858. If the total rate is maintained at \$.7877 per \$100 then the m&o rate could be increased from \$.6008 to \$.6019 per \$100. This increase would provide \$284,680 additional tax revenue to the General Fund.
- Motion to approve the tax rate must contain the following specific language: **“I move that the property tax rate be increased by the adoption of the tax rate of \$.7877 per \$100, which is effectively a 3.1% increase in the tax rate.”**
- 60% of the Council must vote yes (5 yes votes)
- Public Hearing is required
- Final vote on the Proposed 2020-21 Tax Rates



Ordinance & Public Hearing – Final Vote on 2020-21 Proposed Tax Rates

FY 2021 Property Tax Rate	Maintenance & Operations Rate (m&o)	Interest & Sinking Rate (i&s)	Total Tax Rate
FY 2021 Property Tax Rate as approved by City Council on first reading	\$.6008	\$.1869	\$.7877
Proposed changes:			
Adjustment to tax rate based on Certified Tax Roll Assessed Value	.0011	(.0011)	
FY 2021 Proposed Property Tax Rate	\$.6019	\$.1858	\$.7877
FY 2020 Property Tax Rate	\$.6069	\$.1808	\$.7877
FY 2021 No-New-Revenue Tax Rate			\$.7642
FY 2021 Voter-Approval Tax Rate			\$.8210



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 20. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting Fees and Charges for Fiscal Year 2020-21 (*Mike Rains*)

GENERAL INFORMATION

As part of the budget work session on July 21, 2020 Council approved on first reading the Fee Ordinance. This ordinance incorporates City fees in one comprehensive document. Subsequent to the first reading Staff has made several minor changes to the fee schedule. These changes are highlighted in the exhibit.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends Council hold the public hearing and approve the Fee Ordinance on second and final reading with the changes included in the exhibit.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Fee Budget 2021
2. Fee Schedule Exhibit FY21 Proposed 20200804
3. Powerpoint - Ordinance Approving 2020-21 Fee Schedule

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING FEES AND CHARGES FOR THE FISCAL YEAR OCTOBER 1, 2020, THROUGH SEPTEMBER 30, 2021, FOR THE CITY OF ABILENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES, RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager on July 6th, 2020, filed a proposed budget with the City Secretary for the fiscal year commencing October 1st, 2020; and,

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

WHEREAS, said proposed fee ordinance, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 13th, 2020, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the Schedule of Fees and Charges for the City of Abilene, Texas is revised as set out in Exhibit "D", attached and made a part of this ordinance for all purposes.

PART 2: That this Schedule of Fees and Charges for the City of Abilene, Texas shall be kept on file in the City Secretary's office.

PART 3: That the effective date of this section shall be the first billing cycle in October, A.D., 2020.

PASSED ON FIRST READING on the 21st day of July, A.D. 2020.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the
13th day of August, A.D. 2020.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
ACCOUNTING	Duplicate release of lien	\$15.00	
	Hotel/motel penalty (State Regulation)	Penalty 15%	
	Interest on unpaid invoices	1.5% per month on outstanding balance	
	Lien filing fee (Taylor County) For more than 2 pages contact Accounting.	\$30.00	
	Returned check fee per check	\$30.00	
ALARM FEES			
	Alarm Fees Commercial/business only (annual fee)	\$50.00	
	Residential (annual fee)	\$20.00	
	Failure of permit holder to respond to alarm system activation	\$100.00	
	False Alarm Service Fees 4-5 false alarm calls (per call)	\$50.00	
	6-7 false alarm calls (per call)	\$75.00	
	8 or more false alarm calls (per call)	\$100.00	
	Failure to respond	\$100.00	
ALCOHOL BEVERAGE PERMIT (State Regulated)	Beer		
	Branch distributor's license	\$37.50	
	General distributor's license	\$150.00	
	Importer's license	\$10.00	
	Manufacturer's license	\$375.00	
	Beer retailer's off premise	\$30.00	
	Retail Dealer's on-premise	\$75.00	
	Wine & beer retailer's permit	\$87.50	
	Wine & beer retailer's off premise	\$30.00	
	Brewpub license	\$250.00	
	Liquor		
	Brewer's permit	\$750.00	
	Caterer's permit (after 3 years)	\$250.00	
	Distiller's and rectifier's permit	\$750.00	
	Mixed beverage permit (after 3 years)	\$1,125.00 (fourth year)	
		\$750.00 (fifth and sixth years)	
		\$375.00 (seventh year and beyond)	
	Package store permit	\$250.00	
	Wine only package store permit	\$37.50	
	Wholesaler's permit	\$937.50	
	Winery permit	\$37.50	
	Mixed beverage late hours permit (after 3 years)	\$75.00	
	Fee not to exceed one-half the state fee for each permit or license issued, in accordance with Alcoholic Beverage Code Sec. 11.38 and Sec. 61.36.		
ANIMAL SERVICES	Dog and Cat Registration, Annual (\$2 goes directly to Clinic providing service)	\$8.00	
	Dangerous Dog permit, Annual	\$50.00	
	Duplicate registration tag	\$8.00	
	Reclaiming Animals DOGS & CATS		
	Redemption fee (per animal, 1st offense - 12 months)	\$20.00	
	Redemption fee (per animal, 1st offense - 12 months) - without proof of registration & without proof of rabies vaccination	\$30.00	
	Redemption fee (per animal, 2nd offense)	\$30.00	
	Redemption fee (per animal, 2nd offense) - without proof of registration & without proof of rabies vaccination	\$50.00	
	Redemption fee (per animal, 3rd offense, no spay/neuter)	\$50.00	
	Redemption fee (per animal, 3rd offense, no spay/neuter) - without proof of registration & without proof of rabies vaccination	\$70.00	
	Boarding fee, per day	\$5.00	
	Boarding fee, per day, for cruelty investigations	\$15.00	
	Microchipping fee	\$15.00	
	Rabies vaccination fee	\$15.00	
	Rabies quarantine fee (includes boarding fee, veterinarian health check, rabies vaccination, testing fees, tag, & microchip)	\$100.00	
	OTHER ANIMALS		
	Livestock capture & impoundment, per head	\$20.00	
	Livestock boarding, per head, per day	\$5.00	
	Adopting an Animal Puppies, unaltered (aged 6 months & under) - at shelter less than 14 days		\$100.00
	Puppies, unaltered (aged 6 months & under) - at shelter 14 - 30 days		\$50.00
	Puppies, unaltered (aged 6 months & under) - at shelter over 30 days		\$10.00
	Kittens, unaltered (aged 6 months & under) - at shelter less than 14 days		\$50.00
	Kittens, unaltered (aged 6 months & under) - at shelter 14 - 30 days		\$25.00
	Kittens, unaltered (aged 6 months & under)- at shelter over 30 days		\$10.00
	Adult Dogs, unaltered - at shelter less than 14 days		\$80.00
	Adult Dogs, unaltered - at shelter 14 - 30 days		\$50.00
	Adult Dogs, unaltered - at shelter over 30 days		\$10.00

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Adult Cats, unaltered - at shelter less than 14 days		\$50.00
	Adult Cats, unaltered - at shelter 14 - 30 days		\$25.00
	Adult Cats, unaltered - at shelter over 30 days		\$10.00
	Dogs & Cats, altered - at shelter less than 14 days		\$35.00
	Dogs & Cats, altered - at shelter 14 days or more		\$10.00
	Dogs - Unsterilized	\$80.00	
	Cats - Unsterilized	\$70.00	
	Petsmart Cats	\$100.00	
	Dogs - Sterilized	\$35.00	
	Cats - Sterilized	\$35.00	
	Rabbits, Guinea pigs, Ferrets, or Hamsters	\$5.00	
	Chickens or Roosters	\$5.00	
	Exotic Birds	\$25.00	
	Large Livestock	\$100.00	
	Small Livestock	\$20.00	
	Non-venomous snakes	\$15.00	
	Water Fowl	\$5.00	
	Other	\$10.00	
Spay/Neuter Voucher Program	Dog Neuter: 0-60 lbs.	\$40.00	
	Dog Neuter: >60 lbs.	\$60.00	
	Dog Spay: < 20 lbs.	\$50.00	
	Dog Spay: 20-40 lbs.	\$60.00	
	Dog Spay: 41-60 lbs.	\$70.00	
	Dog Spay: >60 lbs.	\$80.00	
	Cat Neuter	\$30.00	
	Cat Spay	\$40.00	
	Non-resident release fee, per animal	\$50.00	
	Non-resident release fee, per litter	\$100.00	
Other services	Resident release fee, per animal	\$25.00	
	Resident release fee, per litter	\$50.00	
	Vaccination clinic fee	\$40.00	
	Vaccination clinic fee same day registration - additional	\$20.00	
	Bordetella	\$10.00	
	Species Specific Annual Booster (canine or feline)	\$10.00	
	Heartworm Test	\$10.00	
	Feline Combo Test	\$20.00	
	Private cremation under 50 lbs.	\$95.00	
	Private cremation over 50 lbs.	\$135.00	
	Communal cremation under 50 lbs.	\$70.00	
	Communal cremation over 50 lbs.	\$110.00	
	Urn or Wooden Box for cremation remains: small	\$40.00	
	Urn or Wooden Box for cremation remains: large	\$55.00	
	Euthanasia Services	\$20.00	
	Animal pick up fee for owner released euthanasia or cremation	\$30.00	
	Animal remains delivery	\$30.00	
	Disposal of small animals for Clinics picked up by Animal Services on assigned day	\$4.00	
	Disposal of small animals for Clinics picked up by Animal Services on immediate request	\$10.00	
	Disposal of small animals for Clinics dropped off at Animal Services	No charge	
	Disposal of livestock animals	\$100.00	
	Credit Card fee per transaction	\$2.00	
AVIATION			
Parking	0 - 1/2 hour	No charge	
	1/2 - 1 hour	\$3.00	
	1 - 2 hours	\$4.00	
	2 - 4 hours	\$6.00	
	4 - 6 hours	\$7.00	
	6 - 24 hours	\$9.00	
	The hourly rate is in effect for the first 24 hour period, all subsequent days are charged \$9.00		
	Curbside loading and unloading of vehicles is permitted provided a driver remains with his or her vehicle. Any automobile left unattended will be towed.		
	Airport tenant employee parking per month	\$12.00	
Landing Fee	Signatory	\$45/1,000 lbs.	
	Non-Signatory	\$50/1,000 lbs.	
Fuel Flowage Fee		\$0.0675/gallon	
Terminal Use Fee (Charter flights)		\$50.00/ turn	
Security Badge Fee	New badge fee	\$15.00	
	Badge renewal fee	\$12.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Fingerprint background check	\$55.00	
Conference Room	Use per day	\$50.00	
BUILDING INSPECTION	Contractors are required to register with the City before any work can commence. All current licenses, bonds, and insurance requirements shall be in place before permit is secured. The City does not charge a fee for registration.		
	Any Building Permit within the City of Abilene shall have a minimum fee of \$50.		
Building Permit Fees by Valuation	Used to assess fees for new commercial, commercial add-ons and alterations.		
	Total valuation up to \$500	minimum \$50.00	
	Total valuation \$501-\$2,000	\$50.00 for the first \$500.00 plus \$1.50 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	
	Total valuation \$2,001 - \$25,000	\$72.50 for the first \$2,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00	
	Total valuation \$25,001 - \$50,000	\$233.50 for the first \$25,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	
	Total valuation \$50,001 - \$100,000	\$383.50 for the first \$50,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	
	Total valuation \$100,001 - \$500,000	\$633.50 for the first \$100,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	
	Total valuation \$500,001 - \$1,000,000	\$2,233.50 for the first \$500,000.00 plus \$3.50 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	
	Total valuation \$1,000,001.00 and up	\$3,983.50 for the first \$1,000,000.00 plus \$2.50 for each additional \$1,000.00 or fraction thereof	
	Plan Review - due at time of submittal	Non-refundable - 25% of permit fee	
Building Permit Fee - Commercial	Minimum fee	\$50.00	
	New commercial construction - fee includes building, electrical, plumbing, roofing, and mechanical	See Building Permit Fees by Valuation	
	Commercial plan review (due at time of submittal)	Non-refundable 25% of Permit Fee	
	Commercial demolition: single-story structure	\$150.00	
	Commercial demolition: multiple-story structure	\$500.00	
	Certificate of occupancy	\$100.00	
	Certificate of occupancy- owner to clean and show	\$50.00	
	Temporary certificate of occupancy	\$300.00	
	Extension request for temporary certificate of occupancy - per extension	\$1,000.00	
	Commercial Roofing - per roof structure	\$100.00	
	Towers and satellite dishes	\$250.00	
	Commercial swimming pool	\$4.00 per \$1,000 valuation (minimum \$180.00)	
Building Permit Fee - Electrical	Minimum permit fee	\$50.00	
	Temporary service / power pole	\$50.00	
	Motors up to and including 5 hp	\$50.00	
	Motors over 5 hp	\$75.00	
	New/Upgrade service (Re-Wire/Upgrades, etc.): up to 200 amps	\$100.00	
	New/Upgrade service (Re-Wire/Upgrades, etc.): 201-400 amps	\$150.00	
	New/Upgrade service (Re-Wire/Upgrades, etc.): 401 amps and up	\$200.00	
	Solar panel/ wind turbine installation	\$150.00	
	New outlets - up to 50 (plugs, switches, ceiling fans, etc.)	\$50.00	
Building Permit Fee - Mechanical	Minimum permit fee	\$50.00	
	Type I - Grease hood system	\$75.00	
	Type II - Hood system	\$50.00	
	Refrigerant System: up to and including 10 tons	\$65.00	
	Refrigerant System: over 10 tons	\$85.00	
	Boilers: up to and including 100,000 BTU's	\$65.00	
	Boilers: over 100,000 BTU's	\$85.00	
Building Permit Fee - Plumbing	Minimum permit fee	\$50.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
Building Permit Fee - Residential	Water heater	\$50.00	
	New gas service line	\$60.00	
	New replacement water/ sewer service	\$50.00	
	Residential irrigation system	\$75.00	
	Commercial irrigation system	\$100.00	
	Sand trap, grease trap, interceptors new/replacement	\$75.00	
	Minimum fee	\$50.00	
	New single family construction and additions (enclosed areas) - fee includes building, electrical, plumbing, roofing, and mechanical	\$.35 per square foot	
	Plan Review - Residential	\$25.00 non refundable	
	Single family alterations:		
	0 - 60 square feet	\$100 minimum	
	61 - 1,000 square feet	\$100.00 for first 60 square feet, \$.60 for each additional square foot up to and including 1,000	
	1,001 - 2,000 square feet	\$664 for first 1,000 square feet, \$.30 for each additional square foot up to and including 2,000	
	2,001 square feet and up	\$964 for first 2,000 square feet, \$.20 for each additional square foot	
	Multi-Family 4 or more units	\$.40 per square foot	
	Plan Review - Multi-Family	25% of permit fee - non refundable (due at time of submittal)	
	Residential carports and storage buildings (201 and up square feet)	\$.20 per square foot	
	Residential garage enclosures	\$100.00	
	Mobile home permit	\$150.00	
Fences Inspection Fee	Residential demolition	\$75.00	
	Residential roofing - less than five (5) squares	no charge	
	Residential roofing - five (5) squares and above	\$65.00	
	Residential swimming pool: in-ground	\$180.00	
Grading Permit Fees	Residential swimming pool: above ground	\$60.00	
	Over 7' high	\$3.00 per \$1,000.00 of valuation, minimum \$50.00	
	Masonry fences/walls exceeding 4' in height shall be engineered	\$3.00 per \$1,000.00 of valuation, minimum \$50.00	
Other Inspections and Fees	1-100 cubic yards	\$50.00	
	101 to 1,000 cubic yards	\$50.00 for the first 100 yards plus \$10.50 for each additional 100 cubic yards or fraction thereof	
	1,001 to 10,000 cubic yards	\$144.50 for the first 1,000 cubic yards plus \$9.00 for each additional 1,000 cubic yards, or fraction thereof	
	10,001 and up cubic yards	\$225.50 for the first 10,000 cubic yards, plus \$40.50 for each additional 10,000 cubic yards or fraction thereof	
BUS SERVICE (CITYLINK)	Re-inspection fee	\$75.00	
	Stop work order release fee	\$125.00	
	Work without required permit	Double permit fee	
	Inspection request outside normal business hours (minimum 2 hours)	\$200.00	
	Special request inspection/ same day inspections	\$100.00	
	Board of Building Standards/ Mechanical, Plumbing, Electrical, and Swimming Pool		
	Board of Appeals request for hearing	\$100.00	
	Address change fee	\$100.00	
	Temporary building/ sales trailer	\$75.00	
	Correct change required, drivers do not carry change.		
	Passes		
	Passes offer unlimited rides for a 7-day or 31-day and are activated the first time they are inserted into the fare box.		
	Fixed Route Service		
	Adult fare		
	One way adult fare	\$1.50	
	Day pass	\$3.00	
	7-day adult pass	\$15.00	
	31-day adult pass	\$45.00	
	Youth fare (requires valid school ID)		
	One way youth fare	\$1.00	
	7-day youth pass	\$10.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	31-day youth pass	\$25.00	
	Elderly/disabled fare (requires valid Medicare or Identification card)		
	One way elderly/disabled fare	\$0.65	
	7-day elderly/disabled pass	\$8.00	
	31-day elderly/disabled pass	\$20.00	
	Pre-schoolers (0-4)	No charge	
	Transfer (with paid fare)	No charge	
	ADA Paratransit Service		
	Regular service area fare	\$2.00	
	Extended service area fare	\$3.00	
	10-ride ticket book (regular service area)	\$20.00	
	10-ride ticket book (extended service area)	\$30.00	
	20-ride ticket book ADA	\$60.00	
	Evening Service		
	Work and school related trips	\$2.50	
	General trips	\$6.00	
	10-ride ticket book (CDBG/work related trips)	\$25.00	
	10-ride ticket book (general trips)	\$60.00	
	Charter Service* (subject to availability) - 2 hour minimum	\$100.00 / hour	
	*Non-profit service organizations may qualify for a \$50 per hour rate with a \$100 minimum. CityLink will determine the qualification of the requesting organization.		
	Identification Cards		
	Reduced bus fares are available for the elderly and persons with disabilities with a CityLink identification card. Identification cards may be obtained at the CityLink Station at 1189 S. 2nd Street. Elderly persons must present proof of age. Persons with disabilities must provide evidence of their disability from a licensed physician or a local social service agency representative. There is a \$2.00 charge for the ID card.		
CEMETERY			
Disinterment	Adult	\$800.00	
	Infant	\$500.00	
	Cremains	\$500.00	
Headstone Permit	Monument permit fee	\$50.00	
	VA Marker	No charge	
Interment Fee	Includes one tent set up. Second tent set-up fee is \$50.00. Interments not available on holidays.		
		Monday - Friday	
		Before 3:00 pm	
	Adult	\$750.00	
	Infant	\$350.00	
	Cremains	\$350.00	
	County	\$375.00	
	County Cremains	\$175.00	
		Monday - Friday	
		After 3:00 pm	
	Adult	\$1,000.00	
	Infant	\$475.00	
	Cremains	\$475.00	
	County	Not available	
	County Cremains	Not available	
		Saturday	
		Before 1:00 pm	
	Adult	\$1,200.00	
	Infant	\$600.00	
	Cremains	\$600.00	
	County	Not available	
	County Cremains	Not available	
	Monday through Friday services require a 24 hours' notice. If Saturday service is required, arrangements must be called into Cemetery Office no later than noon on Friday.		
Spaces	Adult	\$750.00	
	Infant	\$300.00	
	Cremains	\$300.00	
	New space 2nd right	\$1,200.00	
	Preowned 2nd right	\$500.00	
CONVENTION CENTER	Seating capacity: 2,091 (includes 12 wheelchair spaces)		
ALL Fees	An additional 90 seats may be added in the orchestra pit	\$180.00	
Convention Center Auditorium	Prices do not include stage fees		
	Events continuing past 11:59 PM must be approved in advance by the Convention Center Manager. An hourly pro-rated charge equal to 1/4 of the regular rental will be required.		
	Early opening before 8:00 AM	\$200.00 / hour	
	Early open - no show	\$200.00 / hour	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
Auditorium	No charge for Foyer when used only as a means of entering or leaving the Auditorium.		
	Rates are subject to change and the charges for use of the facility will be based on the prevailing rate at the date of occupancy or use.		
	Early opening before 8:00 AM	\$200.00 / hour	
	Early open - no show	\$200.00 / hour	
	Event Day	STANDARD RATE	
	8:00 AM - 11:59pm	\$1,200.00	
	Second show	\$600.00	
	Holiday rate	\$1,500.00	
	Move In/Out, Rehearsal		
	8:00 AM - 11:59 PM	\$600.00	
	Event Day	NON-PROFIT RATE	
	8:00 AM - 11:59 PM	\$900.00	
	Second show	\$450.00	
	Holiday rate	\$1,200.00	
Stage fees	Move In/Out, Rehearsal		
	8:00 AM - 11:59 PM	\$450.00	
Conference Center	Stage fees	Amount as incurred by the City of Abilene	
	13,400 square feet		
Conference Rooms	Prices do not include equipment set fees		
	Early opening before 8:00 AM	\$200.00 / hour	
	Early open - no show	\$200.00 / hour	
	Event Day	STANDARD RATE	
	8:00 AM - 11:59 PM	\$750.00	
	Holiday rate	\$950.00	
	Move In / Move Out		
	8:00 AM - 11:59 PM	\$375.00	
	Event Day	NON-PROFIT RATE	
	8:00 AM - 11:59 PM	\$650.00	
	Holiday rate	\$850.00	
	Move In / Move Out		
	8:00 AM - 11:59 PM	\$325.00	
	Early opening before 8:00 AM	\$200.00 / hour	
Exhibit hall	Early open - no show	\$200.00 / hour	
		CONFERENCE ROOM 1	
	Event Day, Move In, Move Out	(2,762 square feet)	
	8:00 AM - 11:59 PM	\$250.00	
		CONFERENCE ROOM 2	
	Event Day, Move In, Move Out	(4,631 square feet)	
	8:00 AM - 11:59 PM	\$325.00	
		CONFERENCE ROOM 3	
	Event Day, Move In, Move Out	(3,087 square feet)	
	8:00 AM - 11:59 PM	\$250.00	
		CONFERENCE ROOM 4	
	Event Day, Move In, Move Out	(2,914 square feet)	
	8:00 AM - 11:59 PM	\$250.00	
		UPSTAIRS CONFERENCE ROOM	
	Event Day, Move In, Move Out	(3,500 square feet)	
	8:00 AM - 11:59 PM	\$250.00	
	20,000 square feet		
	Prices do not include equipment set fees		
	Early opening before 8:00 AM	\$200.00 / hour	
	Early open - no show	\$200.00 / hour	
	Event Day	STANDARD RATE	
	8:00 AM - 11:59 PM	\$850.00	
	Holiday rate	\$1,050.00	
	Move In / Move Out		
	8:00 AM - 11:59 PM	\$425.00	
	Event Day	NON-PROFIT RATE	
	8:00 AM - 11:59 PM	\$700.00	
	Holiday rate	\$900.00	
	Move In / Move Out		
	8:00 AM - 11:59 PM	\$350.00	
	Foyer - no charge when used as an entry to the Exhibit Hall		
	Events continuing past 11:59 PM must be approved in advance by the Convention Center Manager. An hourly prorated charge equal to 1/4 of the regular rental will be required.		

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
Other rooms and areas	Exhibits and trade shows of two or more consecutive days will be allowed one (1) day free, up to 5:00 PM following program to move out.		
	Rates are subject to change and the charges for use of the facility will be based on the prevailing rate at the date of occupancy or use.		
	Early opening before 8:00 AM	\$200.00 / hour	
	Early open - no show	\$200.00 / hour	
	Event Day	FOYER	
	8:00 AM - 11:59 PM	\$600.00	
	Move In / Move Out		
	8:00 AM - 11:59 PM	\$300.00	
	Event Day	RED CARPET LOBBY	
	8:00 AM - 11:59 PM	\$400.00	
	Move In / Move Out		
	8:00 AM - 11:59 PM	\$200.00	
		STAGE	
	8:00 AM - 11:59 PM	\$450.00	
	8:00 AM - 11:59 PM	CONFERENCE ROOM 102	
		\$100.00	
		GREEN ROOM	
	8:00 AM - 11:59 PM	\$150.00	
		VIP SUITE	
	8:00 AM - 11:59 PM	\$200.00	
Entire Building		MEETING ROOMS (PER ROOM)	
	Prices do not include equipment set fees	201/2, 203/4, 205/6, 207/8, 209/10	
	8:00 AM - 11:59 PM	\$100.00	
	Patio or Plaza	\$25.00/hour	
	Conventions and others approved by manager, not including set-up for banquets and parties		
	Early opening before 8:00 AM	\$200.00 / hour	
	Early open - no show	\$200.00 / hour	
	8:00 AM - 11:59 PM	\$3,100.00	
	Move-in, set-up other than day of event		
	8:00 AM - 11:59 PM	\$2,400.00	
	Events continuing past 11:59 PM must be approved in advance by the Convention Center Manager. An hourly pro-rated charge equal to 1/4 of the regular rental will be required.		
	Lessee utilizing a major portion of the Building may be allowed to utilize meeting rooms at no charge, subject to availability and advance approval by the Manager.		
	Insurance provided at lessee's request		
	Insurance Carrier: Scottsdale (Best rating of A+/XV)		
	Coverage		
	\$1,000,000.00 per occurrence		
	\$1,000,000.00 aggregate		
	Deductible: \$250.00 per loss		
	Rates		
Equipment rental	Attendance:		
	1 - 150	\$50.00	
	151 - 500	\$100.00	
	501 - 1,500	\$150.00	
	1,501 - 5,000	\$250.00	
	The following classes of events may be submitted for consideration and acceptance prior to the event: Circuses, Carnivals, Boxing, Wrestling, Hockey, Contact Karate, Aircraft or Balloons		
	Equipment fees are per item		
	LIGHTING		
	Available in Auditorium Only		
	Strobe Lights	\$25.00/day, \$100.00/week	
	On-site	\$25.00/day, \$100.00/week	
	Off-site	\$40.00/day, \$200.00/week	
	Fogger	\$35.00/day, \$120.00/week	
	On-site	\$35.00/day, \$120.00/week	
	Off-site	\$45.00/day, \$240.00/week	
	Dimmer Pack	\$100.00/day, \$200.00/week	
	On-site	\$100.00/day, \$200.00/week	
	Off-site	\$200.00/day, \$400.00/week	
	Light Trees	\$25.00/day, \$100.00/week	
	On-site	\$25.00/day, \$100.00/week	
	Off-site	\$50.00/day, \$200.00/week	
	AUDIOVISUAL		
	42" TV	\$50.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	DVD Player	\$25.00	
	A/V cart	\$10.00 per event day	
	Direct Input Box	\$20.00 per event day	
	Screen / Hanging Screen		\$30.00 per event day
	Motorized screen and projector (per event/per day)	\$175.00	
	Screen, front/rear projector 14' x 16'	\$120.00	
	Spotlight (plus tech)	\$30.00	
	BOOTHES		
	Booth assembly (pipe and drape), 10' x 10', each	\$20.00	
	Bare Poles, 10' section	\$10.00 each	
	12' Pipe and Drape, 10' section	\$40.00 each	
	Sign Hooks	\$30.00 per event	
	Electrical service-110-20 amp	\$20.00 per event day	
	Water connection	\$100.00 per initial connection	
	CHAIRS		
	Padded	\$2.00	
	LABOR		
	Equipment added after 14 day set up deadline on Move-In / Event Day	Equipment Fee x 2	
	Final Set Ups not received 14 days prior to event result in penalty	\$250.00	
	Reset Fee	\$50.00 - \$500.00	
	Hanging Banner	\$25.00 per item	
	Excessive clean-up/damage deposit	\$50.00 - \$500.00	
	Sound monitor (during events)	\$100.00	
	MICROPHONES		
	Wireless (lapel or hand-held)	\$50.00 per event day	
	SM 57 or SM 58	\$15.00 per event day	
	827	\$15.00 per event day	
	MISCELLANEOUS		
	Coat rack	\$20.00 each	
	Stanchions, 6' section	\$10.00 each	
	Easels	\$5.00 each	
	Unapproved storage fee	\$50.00 - \$500.00	
	Marker board	No charge	
	Flip chart	\$10.00	
	Extension cords (electrical)	\$20.00 per event day	
	Telephone (local calls only)	No charge	
	Phone Line (available areas limited)	\$50.00	
	2-way radios	No charge	
	Grand Piano		
	Non-Profit	\$50.00	
	Standard Rate	\$100.00	
	Parking	No charge	
	RV Parking	\$10.00/day	
	Genie Lift	\$100.00 per day	
	MIXERS		
	8-channel	No charge	
	12-channel	No charge	
	PODIUMS		
	Free-standing	\$15.00	
	Self-contained	\$15.00	
	RISERS		
	8"	\$20.00	
	16"	\$20.00	
	24"	\$20.00	
	Choral	\$20.00	
	STAGING		
	(24" or 32" height)		
	Per 6' 4" x 8' section	\$20.00	
	Stage Lighting	\$500.00 - \$2,000.00	
	SOUND SYSTEMS	\$10.00	
	TABLES		
	8' x 3' long	\$5.00	
	60" round	\$5.00	
	72" round	\$5.00	
	8' x 24" seminar (2nd floor rooms only)	\$5.00	
	Cocktail Table	\$5.00	
	Steward (per hour)	\$20.00	move to Stage Fees
	CONVENTION EVENTS		
	Booth Assemblies Package, includes 10x10 Booth (pipe and drape), one 8' table (skirted with tablecloth), two chairs, electrical, header	\$85.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
Stage Fees	Table (with tablecloth)	\$15.00	
	Table (with tablecloth and skirting)	\$30.00	
	Electrical (foyer center booths)	\$500.00 per day	
	Outsourced items	20% markup	
	Rigger (per hour)	\$30.00	
	Technical (per hour)	\$25.00	
	Steward (per hour)	\$20.00	moved from Tables
	Non-Technical (per hour)	\$18.50	
	Performance (minimum)	\$72.00	
	BOX OFFICE FEES		
CIVIC ABILENE FEES	Facility Fee (if Convention Center sells tickets)	\$2.00 / ticket	
	CATERING	% of Gross	
	Onsite Catering Fee	14%	
	Drop-Off / Food Truck	5%	
	Liquor Catering	6%	
	CONCESSION	% of Gross	
	Food and drink	10%	
	Tapes, T-shirts, etc.	10%	
	KITCHEN		
	Rental	\$75.00	
	Cleanup - as needed	\$100.00	
	MISCELLANEOUS CHARGES		
	Copies per page		
	Black & White (w/paper) per page	\$0.15	
	Black & White (w/o paper) per page	\$0.20	
	Colored per page	\$0.75	
	Soft drinks, bottled water	\$1.00	
	Coffee		Effective 10/1/20 - Caterer responsible for providing coffee
	10 cups	\$3.00	
	55 cups	\$14.00	
	100 cups	\$25.00	
	Tea		Effective 10/1/20 - Caterer responsible for providing tea
	10 cups	\$3.00	
	55 cups	\$14.00	
	100 cups	\$25.00	
	Ice w/cart (100 lbs.)	\$10.00	
	Table Cloths*		
	Rental	\$8.00	
	Replacement	\$15.00	
	Table Skirting*		
	With Table Cloth	\$22.00	
	Without table cloth	\$15.00	
	*via sub-contractor rates.		
	Subject to change without notice.		
	CD Player	\$10.00	
	Dance Floor (per 4'x4' square)	\$1.00	
	Upright Piano	\$30.00	
CODE COMPLIANCE			
Daycare	Daycare inspection fee	\$100.00	
Environmental Health	Environmental Health plan review fee	\$100.00	
	Environmental Health preliminary inspection fee	\$50.00	
Food Inspection & Permit	Temporary food permit and/or inspection	\$75.00	
	Food permits 4 times a year	\$300.00	
	Food permits 3 times a year	\$225.00	
	Food permits 2 times a year (and multi-seasonal)	\$150.00	
	Food permit 1 time a year	\$75.00	
	Food permit 1 time a year (temporary, and non-profit) - ball parks	\$75.00	
	Food permit 1 time a year (seasonal) - snow cone 9-month option	\$100.00	
	Re-inspection fee for food establishment permit	\$75.00	
	Late permit fee, if paid January 16-January 31 (in addition to permit fee)	\$50.00	
	Late permit fee, if paid after January 31 - (in addition to permit fee)	\$100.00	
Abatement	Based on actual hours worked with a minimum of \$75.00		
	0 up to 3 hours	\$75.00	
	each additional full hour, not to exceed total \$250 per abatement	\$25.00	
Mowing	Administration fee	\$100.00	
	Contractor price		
	0 up to 15,000 sq. ft. lot	\$45.00	
	0 up to 15,000 sq. ft. lot with house	\$50.00	
	15,001 sq. ft. to one acre lot	\$60.00	
	15,001 sq. ft. to one acre lot with house	\$65.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Over 1 acre for the first 2 acres each	\$65.00	
	After 2nd acre each	\$40.00 per acre	
	Additional fee for each mesquite laden acre or portion of	\$20.00 per acre	
	Additional fee for each acre or portion of grass/weeds over 48" in height	\$20.00 per acre	
	Administration fee	\$100.00	
Securement	Based on size of opening to be secured		
	Opening 4'x4' or less (one half sheet of material)	\$50.00	
	Opening more than 4'x4' and less than 4'x8' (full sheet of material)	\$75.00	
Septic Systems	Administration fee	\$100.00	
	Septic system permit and/or inspection	\$210.00	
Swimming Pool/Spa	<i>fee includes \$10 payable to TCEQ</i>		
	Swimming pool/spa permit	\$150.00	
	Re-inspection fee for swimming pool/spa permit	\$50.00	
DVD COPY REQUEST	DVD (each)	\$3.00	
Channel 2 Programming State Law	Tex Admin. Code 70.10		
ENGINEERING	Drilling permit: Per permit	\$440.00	
	Driveway approach (each)	\$35.00	
	Re-inspection (per inspector)	\$35.00	
	Sidewalk, curb & gutter: 1st 100 L. F., then \$.06 for each L. F. thereafter	\$35.00	
	Floodplain development permit	\$150.00	
	Drainage plan review: Per review	\$25.00	
	Floodplain insurance determination	\$12.00	
	Maps: Copies of these will be provided for 8 1/2" x 11". In addition, any other actual materials costs will be assessed. Requests for the creation of maps or other documents not already existing will only be available based on availability of staff and will be billed at a rate of \$15.00 per hour, plus the cost of reproduction and/or materials.	\$.10 per page	
FESTIVAL GARDENS	Maximum seating is 160. A \$50.00 damage deposit is payable when the key is picked up.		
		Private, non-fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	\$120.00	
	Full Day (8:00AM - 11:00PM)	\$230.00	
		Nonprofit, fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	\$140.00	
	Full Day (8:00AM - 11:00PM)	\$275.00	
		Commercial, fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	\$200.00	
	Full Day (8:00AM - 11:00PM)	\$350.00	
FIRE INSPECTION FEES	Nursing homes, foster homes, ICF/MR homes, hospitals, daycares, etc.		
	0 - 6,000 sq. ft.	\$30.00	
State Licensing Inspections	6,001 - 12,000 sq. ft.	\$50.00	
	12,001 - 24,000 sq. ft.	\$100.00	
Operational Permits	Over 24,000 sq. ft.	\$200.00	
	Operational Permits:	\$50.00	
	Amusement building		
	Aviation facilities		
	Battery systems		
	Carnival/fair		
	Combustible dust-producing operations		
	Combustible fibers		
	Compressed gasses		
	Cryogenic fluids		
	Cutting & welding		
	Dry cleaning plants		
	Exhibits/trade shows		
	Explosives (fireworks)		
	Flammable & combustible liquids		
	Hazardous materials		
	High-piled storage		
	Industrial ovens		
	Liquid or gas fueled vehicles or equipment in assembled buildings		
	LP-gas		
	Lumber yards/woodworking plants		
	Open burning		
	Place of assembly where alcohol is consumed		
	Pyrotechnic special effects material		
	Repair garages and service stations		
	Spraying & dipping operations		
	Temporary membrane structures, tents & canopies (operate)		
	Waste handling (wrecking yards)		

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
Construction Permits	Permit	\$50.00	
	Automatic fire-extinguishing systems (install, remove, modify)		
	Compressed gas systems (install, remove, modify)		
	Fire alarm & detection systems (install, modify)		
	Fire pumps & related equipment (install, modify)		
	Flammable & combustible liquids (install, modify, removal of tanks, piping)		
	LP-gas (tank installation & modification)		
	Private fire hydrants (install, modify)		
	Spray room, dip tank or spray booth (install, modify)		
	Standpipe systems (install, modify, remove)		
	Temporary membrane, tents, and canopies (erect)		
	Tents - public access minimum 200 sq. ft.	\$50.00	
	Permanent structures 5,000 sq. ft. or less	\$75.00	
	Permanent structures 5,001 - 12,000 sq. ft.	\$100.00	
	Permanent structures 12,001 - 24,000 sq. ft.	\$150.00	
	Permanent structures Over 24,000 sq. ft.	\$200.00	
HEALTH SERVICES	Physicals for school /sports /employment	\$22.00	
	Birth certificate per copy (includes \$10 search fee)	\$23.00	
	Full payment for copies of birth certificates are required at the time of request. If unable to locate the record, a refund will be issued for the amount paid less the \$10 search fee described below.		
	Birth record search fee (regardless of whether a certified copy is issued or not)		\$10.00
	Death certificate first copy (includes \$10 search fee)	\$21.00	
	Death certificate additional copies (if ordered with initial copy)	\$4.00	
	Full payment for copies of death certificates are required at the time of request. If unable to locate the record, a refund will be issued for the amount paid less the \$10 search fee described below.		
	Death record search fee (regardless of whether a certified copy is issued or not)		\$10.00
	Chest x-ray	\$50.00	
	I-693 Medical Examination		\$140.00
	Lab draw fee	\$8.00	
	TB skin test	\$25.00	
	Gonorrhea, chlamydia, HIV, syphilis (STD testing)	\$20.00	
	Birth control pills	\$5.00	
	Nuvaring	\$15.00	
	Depo provera shot	\$30.00	
	HEP C	\$15.00	
	Dental new patient exam, extractions, fillings	\$150.00 per visit	
	Limited exam / pain visit	\$85.00	
	Deep cleaning Gross debridement	\$100.00	
	Crowns	\$500.00	\$800.00
	Bridges	\$500.00 per unit	\$800 per unit
	Flipper partial	\$500.00	\$400.00
	Dentures (partial) -payment plans available	\$800.00	
	Dentures (full set) -payment plans available	\$1,600.00	
	Upper or lower cast partial denture		\$800 per unit
	Pregnancy (urine)	\$5.00	
	Pregnancy (serum)	\$13.00	
	Single Chemistry Panel	\$4.00	
	Albumin	\$10.00	
	Alk. Phosphatase	\$10.00	
	ALT (SGPT)	\$10.00	
	AST (SGOT)	\$10.00	
	BMP	\$14.00	
	BUN	\$10.00	
	Calcium	\$10.00	
	CBC w/Diff	\$13.00	
	CBC w/o Diff	\$10.00	
	Cholesterol	\$15.00	
	CMP	\$17.00	\$10.00
	Creatinine	\$10.00	
	Electrolyte Profile	\$30.00	
	Flu	\$30.00	
	Glucose	\$15.00	
	GTT 1 Hr 50g	\$14.00	
	GTT 2 Hr 75g (3 Draws)	\$22.00	
	GTT 2 Hr 75g (4 Draws)	\$30.00	
	GTT 3 Hr 75g (100g Gest.)	\$75.00	
	HDL	\$25.00	
	Hematocrit & Hemoglobin	\$20.00	
	POC Hemoglobin		\$10.00

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Lipid Panel	\$22.00	
	Liver	\$14.00	
	Occult Blood	\$6.00	\$35.00
	Potassium	\$10.00	
	Rabies (animal head shipment to Austin)	\$25.00	
	Sed Rate	\$15.00	
	Total Bilirubin	\$10.00	
	Total Protein	\$10.00	
	Triglyceride	\$25.00	
	Urinalysis (Micro)	\$5.00	\$15.00
	Urinalysis (Macro)	\$5.00	
	1, 25 Dihydroxy Vit D	\$125.00	
	24 hr Urine Creat/Protein	\$45.00	
	25 Hydroxy Vit D	\$95.00	\$70.00
	ABO Group & RH Type	\$10.00	
	AFP (Maternal serum)	\$60.00	
	AFP (Tumor Marker)	\$60.00	
	Aldolase		\$70.00
	Alk Phos Isoenzyme/Fractionated	\$40.00	
	Amylase	\$15.00	
	ANA w/RFX	\$50.00	
	ANCA Anti Neutrophil Cytoplasmic Ab	\$185.00	
	Antibody Scr RFX ID/Titer (Indirect Coombs Titer/Indirect Antiglobulin)	\$40.00	
	Bilirubin, Direct	\$10.00	
	Bilirubin, Total	\$10.00	
	BNP-B type Natriuretic Peptide	\$75.00	
	Cancer Antigen 125	\$25.00	
	Carbamaazine/Tegretol-trough	\$30.00	
	CCP (anit cyclic citrullinated peptide)	\$125.00	
	CD4 Panel (lymph subset 5)	\$135.00	
	CEA	\$40.00	
	CF Carrier Screen	\$150.00	\$182.00
	Ck/CPK, Total	\$15.00	
	Cold Agglutinin, Quant		\$68.00
	Cortisol, Total	\$35.00	
	Creatinine Clearance	\$30.00	
	CRP	\$22.00	
	DHEA	\$85.00	
	DHEA-Sulfate	\$75.00	
	Digoxin	\$40.00	
	Dilantin/Phentoin "PTN"	\$45.00	
	Direct LDL	\$25.00	
	Drug Abuse Screen	\$160.00	
	EBV Panel	\$160.00	
	Estradiol	\$30.00	
	Estrogen, Total	\$30.00	
	Factor V "Leiden" Mutation	\$365.00	
	Ferritin	\$30.00	
	Folate, Serum	\$30.00	
	FSH	\$40.00	\$25.00
	FSH & LH	\$75.00	
	G6PD		\$47.80
	GGT	\$20.00	
	H. Pylori Antigen-Stool	\$50.00	\$56.00
	H. Pylori (breath)	\$94.00	
	H. Pylori IGG-Ab	\$51.00	
	HBV DNA, PCR Quant.	\$111.00	
	HCG Serum QN	\$30.00	\$13.00
	Hemoglobin A1C w/MPG	\$16.00	
	Hemoglobin Electrophoresis (See sickle)	\$15.00	
	Hep A Ab Total	\$45.00	
	Hep A IGM Ab	\$15.00	
	Hep ABC	\$105.00	
	Hep B AB Quant.	\$51.00	
	Hep B Core IGM A	\$15.00	
	Hep B Surface Ab (Titer)	\$20.00	
	Hep B Surface Ag w/Conf	\$45.00	
	Hep C Ab (HCV)	\$30.00	
	Hep C Genotype	\$437.00	
	Hep C RNA by PCR (Quantitative Viral Load)	\$130.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Heterophile Monoscreen	\$10.00	
	HIV 1/2 Refl WB	\$74.00	\$60.00
	Homocysteine	\$45.00	
	HSV 1/2	\$65.00	\$40.00
	HSV IgM	\$65.00	
	Insulin Total	\$15.00	
	Iron	\$15.00	
	Iron, Total & IBC	\$25.00	
	Iron, Total & IBC, Ferritin	\$55.00	
	Lamictal (Lamotrigine)	\$105.00	
	LDL Direct	\$25.00	
	Lead	\$25.00	
	LH	\$40.00	
	Lipase	\$20.00	
	Lithium	\$25.00	
	Lupus Anticoag	\$80.00	
	Lyme Total AB	\$38.00	
	Lyme Total AB rflx IgG, Igm, by IB		\$85.00
	Magnesium	\$15.00	
	Maternal Serum 1 AFP	\$60.00	
	Maternal Serum 3	\$235.00	
	Maternal Serum 4 Quad Scrn	\$65.00	
	Measles Ab IGG, EIA (Rubeola)	\$40.00	
	Microalb/Creat Ratio	\$20.00	\$22.00
	MMR Titer	\$65.00	
	Mono Spot/Heterophile Mono	\$10.00	
	Mumps Virus IGG, EIA	\$25.00	
	Myoglobin (serum)		\$72.00
	OB Profile	\$90.00	
	Oecult Blood OC-Auto	\$85.00	
	Phenobarbitol Level-trough	\$20.00	
	Phosphate as Phosphorus	\$10.00	
	Pro Time w/INR	\$10.00	
	Progesterone	\$45.00	
	Prolactin	\$40.00	\$20.00
	Prostate Specific Ag (PSA)	\$25.00	
	Protein C Ag	\$35.00	\$48.00
	PSA F&T	\$66.00	
	PTH, Intact & Calcium	\$100.00	
	PTT Activated	\$20.00	
	Quantiferon TB Gold Plus	\$60.00	
	Renal Funcion Panel	\$15.00	
	Reticulocyte Count	\$10.00	
	Rheumatoid Factor (RA)	\$15.00	
	Rubella IGG Ab	\$10.00	
	Sex Horm. Bind Globulin	\$35.00	
	Sickle Cell Screen	\$15.00	
	T. Pallidum total AB w/ reflex	\$42.00	
	T-3 Free	\$35.00	
	T-3 Uptake	\$10.00	
	T-4 (Thyroxine) Total	\$10.00	
	T-4 Free	\$20.00	
	Testosterone (Free and Total)	\$245.00	\$55.00
	Testosterone Free (Female)	\$190.00	
	Testosterone, Total (Male)	\$55.00	
	TSH	\$30.00	\$20.00
	Uric Acid	\$10.00	
	Urine culture	\$40.00	\$15.00
	Varicella (VCV) IGG Ab	\$30.00	
	Vitamin A	\$150.00	\$30.00
	Vitamin B1		\$86.00
	Vitamin B12	\$30.00	
	Water (bacteriological)	\$25.00	
	Additional tests may be available. Contact the Abilene-Taylor County Public Health District at 325-692-5600 for more information.		
Vaccinations (Shots)	Vaccinations shall be priced at actual cost + 10% and subject to change throughout the year. Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for current prices.		
	DT	Private Pay actual cost +10%	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
Vaccines for Children Program	DTAP	actual cost +10%	
	KINRIX	actual cost +10%	
	FLU	actual cost +10%	
	FLU/PNEUMONIA	actual cost +10%	
	PNEUMONIA	actual cost +10%	
	HEPATITIS A	actual cost +10%	
	HEPATITIS B	actual cost +10%	
	TWINRIX	actual cost +10%	
	GARDASIL	actual cost +10%	
	MENINGOCOCCAL	actual cost +10%	
	MENOMUNE	actual cost +10%	
	MMR	actual cost +10%	
	MMRV	actual cost +10%	
	PENTACEL	actual cost +10%	
	POLIO	actual cost +10%	
	PRE-EXPOSURE RABIES	actual cost +10%	
	PREVNAR	actual cost +10%	
	ROTATEQ	actual cost +10%	
	TD	actual cost +10%	
	TDAP	actual cost +10%	
	TYPHIM VAC	actual cost +10%	
	TYPHOID ORAL	actual cost +10%	
	VARICELLA	actual cost +10%	
	YELLOW FEVER	actual cost +10%	
	ZOSTAVAX	actual cost +10%	
	HIB	actual cost +10%	
	MISC INJECTIONS	actual cost +10%	
Adult Safety Net Program	Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for eligible vaccines.	Vaccine for Children	
	Administration fee per child	\$14.00	
Family Planning Grant Program	Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for eligible vaccines.	Adult Safety Net	
	Administration fee per vaccine	\$20.00	
	Discounts and Charges for Low Income Patients:		
	Service 0% Pay 10% Pay 15% Pay 25% Pay 50% Pay 75% Pay Full Fee		
	WWE/NP Exam \$0 \$8.80 \$13.20 \$22.00 \$44.00 \$66.00 \$88.00		
	STD Visit \$0 \$2.00 \$3.00 \$5.00 \$10.00 \$15.00 \$20.00		
	Nurse Visit \$0 \$1.00 \$1.50 \$2.50 \$5.00 \$7.50 \$10.00		
	Routine OV \$0 \$3.30 \$4.95 \$8.25 \$16.50 \$24.75 \$33.00		
	Complex OV \$0 \$6.00 \$9.00 \$15.00 \$30.00 \$45.00 \$60.00		
	UA \$0 \$0.50 \$0.75 \$1.25 \$2.50 \$3.75 \$5.00		
	Urine PT \$0 \$0.50 \$0.75 \$1.25 \$2.50 \$3.75 \$5.00		
	Serum PT \$0 \$1.30 \$1.95 \$3.25 \$6.50 \$9.75 \$13.00		
	Wet Mount \$0 \$0.50 \$0.75 \$1.25 \$2.50 \$3.75 \$5.00		
	BC Pills (per pack) \$0 \$0.50 \$0.75 \$1.25 \$2.50 \$3.75 \$5.00		
	Depo \$0 \$3.50 \$5.25 \$8.75 \$17.50 \$26.25 \$35.00		
	IUD \$0 \$93.10 \$139.65 \$232.75 \$465.50 \$698.25 \$931.00		
	IUD Removal \$0 \$7.70 \$11.55 \$19.25 \$38.50 \$57.75 \$77.00		
	Nexplanon \$0 \$97.30 \$145.95 \$243.25 \$486.50 \$729.75 \$973.00		
	Nexplanon Removal \$0 \$10.80 \$16.20 \$27.00 \$54.00 \$81.00 \$108.00		
	Nuvaring (box of 3) \$0 \$4.50 \$6.75 \$11.25 \$22.50 \$33.75 \$45.00		
JUNKED VEHICLE PENALTIES	Any person, firm, or corporation who violates any provision of this Code related to junk vehicles shall be assessed a civil penalty in an amount not exceeding five hundred dollars (\$500.00) for each offense, the amount to be determined by the hearing officer in his reasonable discretion, subject to review on appeal.		
	Unless higher amounts are required by state law or a lesser amount is determined by the hearing officer or judge of the municipal court, the minimum penalties for junked vehicle violations shall be as follows:		
	1st offense of failure to abate each junked vehicle in authorized time limit	\$50.00	
	2nd offense of failure to abate each junked vehicle within a six (6) month period	\$75.00	
	3rd and all subsequent offenses of failure to abate each junked vehicle within a six (6) month period	\$100.00	
	In addition to the minimum penalty, charges for towing of the vehicle shall be added.		
LIBRARY	Replacement fee for lost or damaged card	\$1.00	
	Library card - Non-resident cards are available to Texans presently residing outside the City of Abilene per year.	\$10.00	
	Library cards are free to all City of Abilene residents and Dyess active duty & their families.		
	Lamination fee per linear foot	\$1.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Lost and damaged materials. The processing fee is not refundable.	Price of the item plus a \$5.00 processing fee	
	Black and white copies per page	\$0.15	
	Color copies per page	\$0.45	
	Flash drives	\$5.00	
	Sewing machine needle replacement	\$0.50	
	3D Printing fee per gram (\$1.00 minimum charge)	\$0.15	
Rental	For-profit groups or groups from outside the City of Abilene will be charged fees. Fees are payable at the time a reservation is made and are refundable if cancelled at least one week before the scheduled event.		
	Main, Mockingbird - rental fees for the rooms are per hour or any part of an hour.	\$10.00	
	South branch meeting room first two hours - private group per event	\$50.00	
	South branch meeting room each additional hour - private group per event	\$15.00	
	Main, Mockingbird, South branch meeting room - nonprofit group per event	No Charge	
	South branch technology fee for usage of the advance technology per event*	\$25.00	
	*technology fee applies to both profit and nonprofit groups		
MAXWELL MUNICIPAL GOLF COURSE	Per lease agreement for the operation and management of the municipal golf course, the lessee has sole authority to set pricing for all fees up to a maximum of ten percent annually. Potential fee increases greater than ten percent do require approval from the City. The fees listed below were in effect at the time of the first reading of the proposed budget and subject to change. Please contact the Maxwell Golf Course at 325-692-2737 for current rates.		
	Green fees: weekday		
	Walking	\$18.15	
	Riding	\$31.35	
	Junior/senior walking	\$13.20	
	Junior/senior riding	\$26.39	
	Green fees: weekend		
	Walking	\$24.80	
	Riding		
	Junior/senior walking	\$18.15	
	Junior/senior riding	\$31.35	
	Twilight: weekday (Times Vary)		
	no cart	\$15.40	
	with cart	\$24.40	
	Super Twilight: weekday (Times Vary)		
	with cart	\$20.20	
	walking	\$11.00	
	Twilight: weekend (Times Vary)		
	no cart	\$19.25	
	with cart	\$28.24	
	Super Twilight: weekend (Times Vary)		
	with cart	\$22.20	
	walking	\$11.00	
	Single Annual Membership:		
	Walking	\$1,344.47	
	with Trail fee	\$2,086.41	
	with Cart	\$2,166.37	
	with Trail + Shed	\$2,500.40	
	Couple's Annual Membership:		
	Walking	\$2,016.70	
	with Trail fee	\$2,758.64	
	with Cart	\$3,204.58	
	with Trail + Shed	\$3,172.63	
	Junior/Senior Single Annual Membership:		
	Walking (5 days/week)	\$712.07	
	Walking (7 days/week)	\$1,008.35	
	Senior w/ cart (5 days/week)	\$1,533.39	
	Senior w/ cart (7 days/week)	\$1,829.97	
	Senior w/ trail (5 days/week)	\$1,263.54	
	Senior w/ trail (7 days/week)	\$1,750.29	
	with Trail + Shed (5 days/week)	\$1,677.53	
	with Trail + Shed (7 days/week)	\$2,164.29	
	Senior Couple's Annual Membership:		
	Walking (5 days/week)	\$1,068.11	
	with Trail (5 days/week)	\$1,619.58	
	with Trail (7days/week)	\$2,254.47	
	with Cart (5 days/week)	\$2,300.53	
	with Cart (7 days/week)	\$2,744.95	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	with Trail + Shed (5 days/week)	\$2,033.58	
	with Trail + Shed (5 days/week)	\$2,668.46	
	Driving range - large basket	\$12.00	
	Driving range - medium basket	\$8.00	
	Driving range - small basket	\$4.00	
	Driving range - 25% discount for junior/ senior		
	Junior Summer Pass (includes range and golf)	\$281.45	
	Lessons	Set by the instructor	
MUNICIPAL COURT	Court Building Security Fund Fee	\$3.00	<i>Repealed by amending state law. Now included in Local Consolidated Fee</i>
	Court Technology Fund Fee	\$4.00	<i>Repealed by amending state law. Now included in Local Consolidated Fee</i>
	Both fees are added to every citation that is filed in the court with the exception of parking violations.		
	Child Safety Fund Fee - assessed on parking violations	\$5.00	
	Local Consolidated Fee		\$14.00
	In accordance with Local Government Code Sec. 134.103(a) . Fee is assessed on conviction of nonjailable misdemeanor offenses, including an offense related to a pedestrian or parking violations. Local Government Code Sec. 134.103(a).		
	Court Cost for Defensive Driving:		
	Regular citation	\$109.00	\$144.00
	Offense in school zone	\$134.00	\$169.00
	Warrant Fee - executing or processing a warrant, capias, or capias pro fine.	\$50.00	
	Filing fee for appeal of determination of hearing officer regarding parking violation	\$5.00	
Teen Court Fee	Administrative court fee	\$20.00	
PARKS AND RECREATION			
Parks	Athletic field marking, hourly rate - does not include paint	\$20.00	
	Athletic field line painting (football, soccer, rugby):		
	Initial setup / layout (no paint) - per field		\$150.00
	Line painting - per field		\$125.00
	Ball Field Lights (for all field light usage other than official league games)	\$20.00/hour per field	
	Bounce House in the Park	\$25.00	
	Park Pavilions per four (4) hour time slot	\$25.00	
	Minter Park Water Curtain:		
	Pre-programmed / pre-approved name, phrase, or design		\$25.00 / hour
	Special event live programming by City employee		\$50.00 / hour
	Pro/Semi pro field use per game/use	\$250.00	
	Rose Park Amphitheater per day	\$50.00	
	Trash bags if purchased from the City per case	\$35.00	
	Vendors in the Park	\$30-\$50/event/day	
	Use of electrical outlets in parks	\$20.00 per use	
	Tournament fee: Per team / per tournament	\$25.00	
Aquatics / Adventure Cove	Adventure Cove: 2 and under	No Charge	
	Adventure Cove: Child less than 48" tall	\$4.00	
	Adventure Cove: Child / adolescent 48" tall	\$6.00	
	Adventure Cove: Adult	\$7.00	
	Adventure Cove: Doggie splash day - per dog	\$3.00	
	Shallow Water Lifeguard Course - per person	\$135.00	
	Swimming lessons: 2 week session	\$45.00	
	Adventure Cove Pavilion & Facility Rentals:		
	2 hour rental	\$200.00	
	After-hours rental: 2 hours	\$600.00	
	After-hours rental: each additional hour	\$300.00	
	Adventure Cove: Lifeguard re-certification fee	\$75.00	
Recreation	Special events admission fee	up to \$50.00	
	Adaptive recreation - For program fees and eligibility guidelines contact Adaptive recreation at (325)676-6575 (in Rose Park)		
	Adaptive recreation Private pay - monthly	\$40.00	
	Adaptive recreation non private pay	State agency approved rate based on service level	
	After School Program - per student / week	\$15.00	
	Bike race/ride - individual	\$35.00	
	Bike race/ride - team	\$40.00	
	Bike race/ride - registration day of race additional	\$10.00	
	Camps winter break	\$50.00	
	Camps spring break	\$60.00	
	Carver youth council talent show student	\$3.00	
	Carver youth council talent show adult	\$5.00	
	Classes: Instructor receives 75% of fee: City of Abilene receives 25% of fee	Price set by instructor	
	Daddy daughter date night per person	\$12.00	
	Half marathon individual	\$35.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Half marathon team	\$40.00	
	Half marathon day of registration - additional	\$10.00	
	Heels & wheels duathlon individual	\$35.00	
	Heels & wheels duathlon team	\$40.00	
	Heels & wheels day of registration - additional	\$10.00	
	Leagues youth girls volleyball per person per season	\$55.00	
	Leagues youth basketball per person per season	\$60.00	
	Leagues youth flag football per person per season	\$75.00	
	Leagues adult basketball per person per season	\$45.00	
	Leagues adult flag football per team per season	\$350.00	
	Leagues adult kickball per person per season	\$20.00	
	Leagues adult volleyball per person per season	\$45.00	
	Leagues pickleball per person per season	\$10.00	
	Leagues spikeball per person per season	\$10.00	
	Mayor's Race 1k: 12 and under	\$10.00	
	Mayor's Race 5k	\$25.00	
	Mayor's Race 10k	\$35.00	
	Mother/Son date night per person		\$12.00
	Recreation Activity Buildings: Maximum capacity Rose Park Recreation Center = 75 Cobb Recreation Center = 63.		
	A \$100.00 damage deposit is required. Admin/User Fee: \$5.00		
	Private Non fundraising		
	9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	\$135.00	
	9:00 AM - 12:00 AM per activity	\$175.00	
	Non Profit fundraising		
	9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	\$150.00	
	9:00 AM - 12:00 AM per activity	\$250.00	
	Commercial fundraising		
	9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	\$175.00	
	9:00 AM - 12:00 AM per activity	\$300.00	
	Recreation Center: Rates are hourly. A \$100.00 damage deposit is payable at the time the reservation is made. Admin/ User Fee: \$5.00		
	Private, non-fundraising per hour	\$35.00	
	Non-profit, fundraising per hour	\$45.00	
	Commercial, fundraising per hour	\$60.00	
	Summer playground program:		
	1 Week Session / per child / per program	\$45.00	
	2 Week Session / per child / per program	\$80.00	
	TAAF Flag Football: Per team	\$350.00	
	TAAF Track Meet admission fee: per person	\$5.00	
	Wellness Jamboree: Vendor booth fee for first come/first serve area	\$50.00	
	Wellness Jamboree: Vendor booth fee for premium booth locations	\$100.00	
	Wellness Jamboree: Admission fee	No Charge	
Tennis	Tennis center: juniors membership fee annual	\$75.00	
	Tennis center: adults membership fee annual	\$100.00	
	Tennis center: family membership fee annual	\$150.00	
	Tennis center court fee	No Charge	
	Membership benefits include 3 day advance reservation on courts and ball machine and price break on lesson		
	Tennis center court fee non-member	\$2.50/person	
	Tennis center ball machine hourly rate non member	\$10.00-\$15.00	
	Tennis center ball machine rental rate and privileges - Hourly rate (members)	\$10.00	
	Tennis center ball machine rental rate and privileges - Hourly rate (non-members)	\$15.00	
	Tennis center ball machine - Yearly registration	\$100.00	
	Tennis tournament fee	\$15-\$50	
Senior Services	Senior Services activity rental: a \$100.00 damage deposit will be required for the rental of these facilities		
	Grand Ball Room (includes the use of 140 stack chairs)		
	Full-day rental 9:00 AM - 11:00 PM	\$425.00	
	Half-day rental 7 hour time frame (your choice)		
	Between 9:00 AM and 11:00 PM	\$300.00	
	Dining Room (includes use of 40-3'x3' tables and 180 stack chairs and patio)		
	Full-day rental 9:00 AM - 11:00 PM	\$425.00	
	Half-day rental 7 hour time frame (your choice)		
	Between 9:00 AM and 11:00 PM	\$300.00	
	Senior lunch fee: under the age of 60	\$3.50	
	Senior dances admission fee	\$6.00	
	Senior special events admission fee	up to \$45.00	
	Senior talent show admission fee	\$5.00	
	Senior Thursday night weekly dance	\$5.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Special events may be added upon approval of the City Manager or his designee		
PLANNING	Board of Adjustment Filing/Application Fees	\$400.00	
Planning Infill Development Incentive	Projects located within the designated "infill area" are eligible for a fee reduction of 50% in accordance with the City's Infill Development Strategy. This does not apply to any portion of a fee that is based on actual costs to the City, such as filing plats, photocopies, notifications, etc.		
Planning Ordinances, Minutes, Publications, Reports, Other Documents, Maps	Reports, plans, ordinances, maps and other documents are often available on the city's web site (www.abilenetx.gov) at no charge. In addition, any other actual materials costs will be assessed.	\$.10 per page	
	Requests for the creation of maps or other documents not already existing will only be available based on availability of staff	\$15.00 per hour, plus the cost of reproduction and/or materials.	
Subdivision	Preliminary development plan	No Charge	
	Plat, preliminary (applicant will also be responsible for actual filing costs)	\$500.00*	
	Plat, final (applicant will also be responsible for actual filing costs)	\$500.00*	
	Plat, minor (applicant will also be responsible for actual filing costs)	\$500.00*	
	Plat, replat (applicant will also be responsible for actual filing costs)	\$500.00*	
	Easement release	\$400.00	
	Thoroughfare abandonment (based on land value)	\$1,500.00**	
	*Plat fees are \$500.00 for the first 4 lots, plus \$20.00 per lot thereafter		
	** Thoroughfare abandonment fee is 10% of the calculated land value of the ROW area to be abandoned, based on average square footage value of adjacent properties, per the most recent official Appraisal District valuation. Minimum fee is \$1,500.00. Any portion over the minimum fee is refundable if the abandonment is not approved.		
	Street name change (applicant also responsible for notification costs)	\$800.00	
	Proportionality appeal	\$500.00	
	Sidewalk waiver or deviation (plat)	\$250.00	
	Sidewalk deferral agreement	\$100.00	
	Miscellaneous permit fee is for new permits/processes/applications established by ordinance to be applied until such time that a specific fee is established.	\$100.00	
	If a case is withdrawn or delayed at the request of the applicant after notifications have been sent and/or public notice has been posted, the applicant will be responsible for the cost of notifications and re-posting of notice.		
Signs	Sign permit - billboard (based on sign value)	\$ 500.00*	
	Sign permit - non-billboard (based on sign value)	\$ 200.00*	
	Sign permit - portable	\$50.00	
	*Sign permit fee, other than for portable signs, is 2% of the sign value OR the minimum fee noted above, whichever is greater		
Other	Itinerant business permit	\$100.00	
	Misc. other permit/application	\$100.00	
POLICE			
Other	Fingerprinting services	\$10.00	
	Accident reports	\$6.00	
	Trailer inspection fee	\$40.00	
Records	Admin fee to gather info (if more than 50 pages) per hour	\$15.00	
	Arrest report per page	\$0.10	
	Certified report	\$1.00	
	CD case	\$0.50	
	Clearance letter per letter	\$5.00	
	DVD	\$3.00	
	Non-rewriteable CD (CD-R)	\$1.00	
	Overhead charge	20% of labor charge	
	Police reports per page	\$0.10	
Vehicle Impoundment Fees	Daily storage fee	\$20.00	
	Daily tax	\$1.65	
(Set by State Law Occupations Code)	Towing charge	Varies by vehicle	
PUBLIC INFORMATION REQUEST	Pursuant to the Public Information Act, Tex. Gov't Code Chapter 522.2615, if a request for a copy of public information will result in the imposition of a charge that exceeds \$40.00, or a request to inspect a paper record will result in the imposition of a charge under 552.271 that exceeds \$40.00, the governmental body shall provide the requestor with a written itemized statement that details all estimated charges that will be imposed, including any allowable charges for labor or personnel costs. If an alternative less costly method of viewing the records is available, the statement must include a notice that the requestor may contact the governmental body regarding the alternative method.		

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
(State Regulated)	The basic charge for copies of public information is currently \$.10 per page, \$3.00 per DVD, and \$1.00 per CD. Voluminous requests may also result in personnel costs, currently a flat rate of \$15.00 per hour, and overhead, charged at 20% of the total personnel costs for the request. The Office of the Attorney General has published a handbook interpreting the Texas Public Information Act.		
PUBLIC RIGHT-OF-WAYS			
Franchise Fees	Cable Television:		
	Initial franchise application and review fee	\$5,000.00	
	Franchise renewal application and review fee	\$1,000.00	
	Cable Television Franchise Fee	5% of grantee's gross revenues	
	Electric	.001116¢ per kilowatt-hour of services delivered	
	Gas	5% of grantee's gross revenues	
	Non-Emergency Ambulance Transfer Service:		
	Franchise fee for non-emergency ambulance transfer service is 3.5% of the total amount billed for ambulance services fees and other income derived from operations within the City.	3.5% of billings for services fees & other income	
	Note: only collected if city is requested to financially subsidize the operation of ambulance service within the city.		
	Telecommunications	set by the Public Utility Commission of Texas	
	Underground Encroachments:		
	Franchise fee for subsurface structure under public property	\$.02 per cubic foot / annual	
	Sidewalk elevator or lift	\$100 / annual	
Wireless Communication Network Nodes (State Regulated)	Permits for use of public right-of-way:		
	Application fee - \$500 deposit per application covering up to 5 network nodes, \$250 deposit for each additional network node, and \$1,000 deposit per pole.	Actual cost to process	
	*A \$500 deposit is required at the time of application. The actual application fee will vary and is based on the actual direct costs incurred by the City to process the application, not to exceed the amounts stated in Local Government Code Sec. 284.156.		
	Public Right-of-Way rates:		
	Use of public right-of-way (per installed network node)	\$250 / annual	
	Transport facilities charge (monthly rate per connected network node)*	\$28 / month	
	*charge is in addition to the annual use of public right-of-way charge		
	Collocation of network nodes on service poles (per service pole)	\$20 / annual	
RECYCLING			
	Amounts shown include \$.0825 sales tax		
Mulch	Mulch self loaded by resident	No Charge	
	Loaded by City staff (per yard)	\$4.00	
	10, 20, 30 40 yards inside City limits (per yd.)	\$4.00	
	Delivery charge	\$200.00	
	Bagged - approx 2 cu ft		
	Wholesale (for commercial use)	\$1.00 per bag	
	Retail	\$1.50 per bag	
Cardboard Collection Services	Sales tax is extra on services		
	Cardboard recycling 8 yard container:		
	One a week collection per month	\$65.00	
	Two a week collection per month	\$100.00	
	Three a week collection per month	\$135.00	
	Each additional collection at same site	\$35.00	
	Recycle 40 yard Cardboard monthly	\$866.67	
	Each additional collection at same site	\$200.00	
Freon Units/Other Appliances	No tax		
	Residential Freon unit - 1st unit	No Charge	
	Residential Freon unit - 2nd unit	\$5.00	
	Commercial Freon unit	\$5.00	
	Commercial other appliances	\$2.50	
Ground Glass	Sales tax is extra on services		
	Loaded by customer	No Charge	
	Bulk loaded by City staff (per yd.)	\$4.00	
Regrind Mulch	Amounts shown include \$.0825 sales tax		
	Prices are per yard.		
	Mulch self loaded by resident 1 yard or less	No Charge	
	10, 20, 30, 40 yds.		
	Premium \$6.00 /yd Fine \$10.00 /yd		
	Delivery charge	\$200.00	
	Bagged - regrind per bag - approx 2 cu ft	\$1.50	
	Wholesale (for commercial use): Premium \$1.50 per bag Fine \$2.00 per bag		
	Retail: Premium \$2.00 per bag Fine \$2.50 per bag		

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing	
Tires	No sales tax			
	Rim size			
	13" - 14" (with rim add \$3.00)	\$1.00		
	15" - 16" (with rim add \$3.00)	\$2.00		
	Truck (with rim add \$5.00)	\$5.00		
	Farm (no rims accepted)	\$10.00		
Other	Per Delivery to Recycler	\$200.00		
	Brush Center Commercial Fee	\$30.00 per load		
ROAD HUMPS	Application fee Those requesting road humps are responsible for the installation cost of the road humps, notifications costs, and associated signs and markings. Cost per hump varies. Call Traffic Engineering for an estimate.	\$100.00		
SCOOTER & BICYCLE SHARING	Scooter & Bicycle Sharing Permit:			
	Initial permit (24 months)	\$1,500.00		
	Renewal permit fee (12 months)	\$750.00		
SOLICITATION PERMIT	Application permit fee (30 days)	\$50.00		
	For each additional solicitor/worker	\$10.00		
	Yearly application fee (local business only)	\$100.00		
	Yearly fee for each additional solicitor/worker	\$10.00		
SOLID WASTE	Sales tax is extra on services			
	Environmental charge per month all accounts	\$1.80		
	Infrastructure charge of \$1.50 per month is included in all monthly rates.			
Residential				
	Regular collection services monthly charge	\$18.11		
	Carry-Out Service (no new customers accepted)			
	10-50 feet	\$27.45		
	50-100 feet	\$48.25		
	100-150 feet	\$69.05		
Commercial	Minimum charge of \$17.00 per month for Commercial accounts			
	Two times per week collection:			
Frontloader Services	2 yard container per month	\$44.83		
	3 yard container per month	\$66.02		
	4 yard container per month	\$90.73		
	6 yard container per month	\$123.87		
	8 yard container per month	\$158.19		
	2 yard compactor per month	\$81.45		
	8 yard compactor per month	\$204.17		
	4 times per week collection:			
	2 yard container per month	\$91.86		
	3 yard container per month	\$138.91		
	4 yard container per month	\$189.38		
	6 yard container per month	\$258.02		
	8 yard container per month	\$329.00		
	Environmental charge per month	\$1.80		
	Infrastructure charge of \$1.50 per month is included in all monthly rates.			
Extra Collections	On regular route:			
	2 yard container	\$20.79		
	3 or 4 yard container	\$33.42		
	6 or 8 yard container	\$41.60		
	Off regular route:			
	2 yard container	\$28.89		
	3 or 4 yard container	\$50.85		
	6 or 8 yard container	\$60.09		
Stationary Compactor Service				
	City-Owned Unit*	Privately-Owned		
	30 Yd.	40 Yd.	20 yd.	
	30 Yd.	40 Yd.	30 Yd.	
	40 Yd.			
	Collections per week 1	\$1504.04	\$1771.29	\$1035.97
	Collections per week 2	\$1302.85	\$1567.15	
	Collections per week 3	2809.12	3341.42	2070.44
	Collections per week 4	4113.20	4911.55	3104.91
		3905.55	4702.95	
	5417.28	6481.68	4139.38	
	5206.90	6270.10		
	*Includes \$200.95 per month rental rate			
Other Monthly	30 Yd. Compactor with Turn Charge - 1 collection per week	\$1,550.36		
	34 Yd. Compactor with Turn Charge - 1 collection per week	\$1,816.61		
Extra Collections				
	20 yard container	\$268.52		
	30 yard container	\$336.50		
	40 yard container	\$405.61		
On Call Service				
	City-Owned Unit *	Privately-Owned		
	30 Yd.	40 Yd.	20 yd.	
	30 Yd.	40 Yd.	30 Yd.	
	40 Yd.			
	\$336.50	\$405.61	\$268.52	
	\$336.50	\$405.61		
	*\$200.95 per month rental rate separate charge			
Compactors for Recycle Only	City-Owned Unit Rental Rate	\$200.95		
	Per Delivery to Recycler	\$200.00		
	Privately-Owned Unit			

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
Turning Charge	Per Delivery to Recycler	\$200.00	
	Per Collection	\$45.32	
Roll-Off Open Scheduled	Per Week 20 yd. 30yd 40 yd.		
	1 \$1021.25 \$1031.25 \$1281.84 \$1291.84 \$1540.37 \$1550.37		
	2 2040.95 \$2050.95 2562.13 \$2572.13 3078.77 3088.77		
	3 3060.00 \$3070.00 3842.43 \$3852.43 4617.39 4627.39		
Roll-Off Non Scheduled	Container Size	Per Collection	
	20 yard	\$265.12	\$275.12
	30 yard	\$331.97	\$341.97
	40 yard	\$398.82	\$408.82
Roll-Off Non-Scheduled (short term)	Size Charge Daily Rental Per Collection Charge		
	20/30/40 yard \$46.45 \$56.45 \$3.47 \$200.00 haul+\$28.89 per ton		
Open Top Containers	Permanent per month	\$174.89	
Commercial Sideloader (emptied 2 times per week)	90 gallon	\$26.80	
	300 gallon	\$54.82	
	300 gallon shared by 2 com. Each	\$28.18	
	300 gallon shared by 3 com. Each	\$19.27	
Brush and Bulky	300 gallon shared by 1 com. & 1 res.	\$28.18 & \$18.11	
	Knuckle boom truck - city crew loading service per hour load	\$76.27	
Container Exchange/Refurbishment	Rear loader truck - city crew loading per hour	\$46.45	
	100 or 300 gallon	\$33.99	
	2 yard	\$50.98	
	3 yard	\$62.31	
Special Event Service	4 yard	\$81.58	
	6 yard	\$99.70	
	8 yard	\$118.96	
	90 gallon per cart per dump	\$2.72	
Other	300 gallon per container per dump	\$6.19	
	4 cubic yard per container per dump	\$33.51	
	8 cubic yard per container per dump	\$41.60	
	20 cubic yard per container per dump	\$268.52	
	30 cubic yard per container per dump	\$336.50	
	40 cubic yard per container per dump	\$405.61	
	Flatbed truck per load	\$75.91	
	Daily rental	\$3.47	
	Haul fee	\$200.00	
	Return service fee	\$46.45	
	Set fee	\$46.45	
	Special manifest loads	\$14.75 per cubic yard	
SPECIAL EVENT AND STREET USE LICENSE	Wash container	\$67.98	
	Category A : no control over the street; pre-approved route; not in Downtown Area	\$25.00	
	Category B: less than 24 hours in duration; requiring control of local/minor streets; in Downtown Area	\$50.00	
	Category C: multiple day event or major impact; requiring control streets; in Downtown Area	\$100.00	
	Parades: closed streets, approved route in the Downtown Area	\$200.00	
	Street Use License: any other private use upon any public street, alley, sidewalk, or public way	\$300.00	
STORMWATER SERVICES	Pipeline Payment Street Use License: pipelines, gas, oil, or other hydrocarbons	Per rod price as negotiated	
	Stormwater utility rates are included on users monthly water bill and are shown on this schedule under Water Bill Commercial or Water Bill Residential, as appropriate.		
	RESIDENTIAL		
	Tier 1 <= 1,280 square feet	\$2.53	
	Tier 2 1,281 to 2,880 square feet	\$3.33	
	Tier 3 2,881 - 3,500	\$4.01	
	Tier 4 > 3,500 square feet	\$4.88	
	COMMERCIAL		
	minimum rate	\$6.18	
	per square foot	\$0.00068	
STREETS	maximum rate	\$61.75	
	Environmental Charge - Stormwater	\$1.05	
	Estimate fee	\$25.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
Street or Alley Excavations	Items listed below are invoiced at the actual cost of materials and labor in effect at the time of service. Please contact the Street Services division at 676-6045 for current prices.		
	Hot mix asphalt (ton)	actual cost	
	Base (cu. yd.)	actual cost	
	Grade #6	actual cost	
	CBS-1 (gallon)	actual cost	
	Clean up (ton)	actual cost	
	Saw blade	actual cost	
	Items listed below are invoiced at the actual cost of materials and labor in effect at the time of service. Please contact the Street Services division at 676-6045 for current prices.	Base Cost	
	#1 Base repair in alley - plumber's ditch up to 12 cu. yds./ditch (plumber backfill & cleanup)	actual cost	
	#2 Base repair in alley - plumbers ditch up to 12 cu. yds./ditch (City backfill & cleanup)	actual cost	
	#3 Base & asphalt repair to street or alley - plumber's ditch up to 12 cu. yds./ditch. Hot mix asphalt, includes saw blade charge (plumber's backfill & cleanup)	actual cost	
	#4 Base & asphalt repair to street or alley - plumber's ditch up to 12 cu. yds./ditch. Hot mix asphalt, includes saw blade charge (City backfill & cleanup)	actual cost	
Street Maintenance Fee	Residential - monthly charge		
	R1 Single Family Residence	\$6.75 per non-irrigation meter	
	MF Multifamily	\$6.00 per dwelling unit	
	LM1 Low-Moderate Income	\$1.75 per non-irrigation meter	
	<i>Persons who make 50% or less of the median family income as defined by the City's Office of Neighborhood Services are eligible to pay the reduced Low-to Moderate-Income (LM1) rate. Applications for LM1 rate reduction are available at www.abilenetx.gov or call 325-437-4576.</i>		
	Commercial - monthly charge		
	C1 Base Trip Rate 0.00 to 4.99	\$25.00	
	C2 Base Trip Rate 5.00 to 14.99	\$35.00	
	C3 Base Trip Rate 15.00 to 49.99	\$45.00	
	C4 Base Trip Rate 50.00 to 199.99	\$55.00	
	C5 Base Trip Rate 200.00 to 999.99	\$65.00	
	C6 Base Trip Rate 1,000 or greater	\$75.00	
	See City of Abilene Ordinance No. 35-2018, Exhibit A available at www.abilenetx.gov for how base trip rate is determined.		
TAXI/LIMO LICENSE PERMIT	Owner License Fee (Yearly)	\$100.00	
	Vehicle permit (Per Vehicle)	\$25.00	
	Driver permit (Per Driver)	\$25.00	
	Replacement Fee	\$5.00	
TRAFFIC & TRANSPORTATION	City Ordinance Parking violations:		
	*Amounts listed below are the minimum fines, unless higher amounts are required by state law or a lesser amount is determined by the hearing officer or municipal court clerk or so designated deputy. Parking citations listed below include \$14 Local Consolidated Fee and \$5 Child Safety Fund fee (see Municipal Court section). Fees subject to change in accordance with state law.		
	Exceeding posted time limit, first offense within 30-day period	\$5.00	\$25.00
	Exceeding posted time limit, second offense within 30-day period	\$25.00	\$45.00
	Exceeding posted time limit, third offense within 30-day period	\$50.00	\$70.00
	Exceeding posted time limit, fourth and all subsequent offenses within 30-day period	\$100.00	\$120.00
	On an expired meter	\$5.00	\$25.00
	Parking in a school zone, first offense	\$25.00	\$45.00
	Parking in a school zone, second offense	\$55.00	\$70.00
	Parking in a school zone, third offense	\$80.00	\$95.00
	Parking in a red zone	\$200.00	\$225.00
	All other parking violations	\$20.00	\$40.00
	<i>Note: Parking citations unanswered for more 10 days are considered delinquent and become twice the amounts specified above. Fines are not to exceed \$500.00 for each offense.</i>		
	Boot fee	\$25.00	
	Construction parking permit: Per vehicle per day (Monday-Friday)	\$3.00	
	Parking lot lease: Each space, per month varies by lot	\$10.00 to \$20.00	
	Parking meters: Per minute	\$0.10	
	Application fee	\$50.00	
	Installation of Resident Parking Only sign, each	\$200.00	
	Resident Only Parking Permit, each	\$5.00	
Resident Only Parking Program	Guest pass, each	\$5.00	
	Replacement Parking Permit	\$5.00	
	Administrative fee	\$250.00	
Tree Trimming			

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
Housing Moving Permit	House moving permit	\$200.00	
	If passing under a traffic control device per permit	add \$50.00	
	If a traffic control device must be moved	add \$150.00	
	After hours and Saturdays	add \$160.00	
	Rescheduling Fee	\$100.00	
	Failure to procure permit	\$500.00	
	No moving permits granted for Sundays		
WATER	Service to all domestic housing of three units or less.		
Residential (service to all domestic housing of three units or less)	Customer Service Charge	Based on Meter Size*	
	Water 5/8 or 3/4	\$15.25 min. per month	
	1 inch	\$23.00	
	1 1/2 inch	\$42.75	
	2 inch	\$71.00	
	3 inch	\$134.00	
	4 inch	\$201.25	
	6 inch	\$373.75	
	8 inch	\$606.75	
	10 inch	\$818.25	
	First 6,000 gallons per thousand gallons	\$3.05	\$3.10
	7,000 - 15,000 gallons per thousand gallons	\$5.20	\$5.25
	Over 15,000 gallons per thousand gallons	\$7.20	\$7.25
	+ O.H. Ivie Charge ... \$0.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption		
	Customer Service Charge	\$12.50 minimum	\$13.00 minimum
	First 10,000 gallons per thousand gallons	\$1.70	\$1.85
	Over 10,000 gallons	No Charge	
Sewer	All Accounts per account	\$2.85	
	This fee supports the Stormwater Services and the Solid Waste Environmental Program (\$1.05 to Stormwater Services and \$1.80 to Solid Waste)		
Commercial (business operations and residential housing with four units or more)	Customer Service Charge	Based on Meter Size*	
	Water 5/8 or 3/4	\$15.25 min. per month	
	1 inch	\$23.00	
	1 1/2 inch	\$42.75	
	2 inch	\$71.00	
	3 inch	\$134.00	
	4 inch	\$201.25	
	6 inch	\$373.75	
	8 inch	\$606.75	
	10 inch	\$818.25	
	All consumption per thousand gallons (Two-Tier-Rate-Structure-eliminated-effective-11/1/2019)	\$5.20	\$5.25
	+ O.H. Ivie Charge ... \$0.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption		
	Customer Service Charge	\$12.50 minimum	\$13.00 minimum
	All use per thousand gallons	\$1.70	\$1.85
	All Accounts per account	\$2.85	
	This fee supports the Stormwater Services and the Solid Waste Environmental Program (\$1.05 to Stormwater Services and \$1.80 to Solid Waste)		
Industrial, Manufacturing and Institutions	Customer Service Charge	Based on Meter Size*	
	Water 5/8 or 3/4	\$15.25 min. per month	
	1 inch	\$23.00	
	1 1/2 inch	\$42.75	
	2 inch	\$71.00	
	3 inch	\$134.00	
	4 inch	\$201.25	
	6 inch	\$373.75	
	8 inch	\$606.75	
	10 inch	\$818.25	
	All consumption per thousand gallons	\$4.22	\$4.32
	+ O.H. Ivie Charge ... \$0.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption		
	Customer Service Charge	\$12.50 minimum	\$13.00 minimum
	All use per thousand gallons	\$1.70	\$1.85
Surcharge Rate:	B.O.D. per pound	\$0.091	
	T.S.S. per pound	\$0.067	
	F.O.G. per pound	\$0.091	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
Wholesale Water (Contract)	All consumption per thousand gallons (Wholesale Rate is twice the Residential Tier-1 Rate effective 11/1/2019)	\$6.10	\$6.20
	+ O.H. Ivie Charge ... \$0.60 per thousand gallons		
Environmental	All Accounts per account	\$2.85	
	This fee supports the Stormwater Services and the Solid Waste Environmental Program (\$1.05 to Stormwater Services and \$1.80 to Solid Waste)		
Multiple Housing Units	Multiple Housing Units: When more than two living or business units are supplied through one meter, each additional living or business unit will be charged two dollars and eighty-five cents (\$2.85). No credit shall be allowed for vacant or unoccupied units if the utility account remains active.		
Fire Line Sprinkler System	\$2.00 per inch in diameter of service connection		
Water Bill	Set up fee \$60.00		
Construction Water	Construction Water all use per thousand gallons	\$6.16	\$6.31
	+ O. H. Ivie Charge ... \$.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption.		
Yard Meter	Yard meters all use per thousand gallons	\$6.16	\$6.31
	+ O. H. Ivie Charge ... \$.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption.		
Pro Rata Charge for Water and Sewer Line Connection			
Sewer	Installed prior to June 30, 1981 per frontage foot	\$2.25	
	Installed after June 30, 1981 per frontage foot	\$4.00	
Water	Installed prior to June 30, 1981 per frontage foot	\$3.25	
	Installed after June 30, 1981 per frontage foot	\$5.00	
	The basis for determining footage amounts is described in Chapter 32 of the Municipal Code		
Water Bill	Note: A plumbing permit must be issued by Building Inspection prior to payment of the tap fee.		
Tap Fees	New taps:		
	3/4 inch	\$500.00	
	1 inch	\$550.00	
	1-1/2 inch	\$775.00	
	2 inch and larger	Actual cost of installation	
	Replacement tap credit:		
	3/4 inch	\$20.00	
	1 inch	\$40.00	
	1-1/2 inch	\$100.00	
Service Charges	New service	\$25.00	
	Transfer service	\$17.50	
	Temporary service	\$10.00	
	Delinquent on	\$25.00	
	Illegal consumption	\$50.00	
	Re-read meter	\$10.00	
	Return check charge (per account)	\$30.00	
	Meter test	\$25.00	
Deposits	Deposits may be required based on payment history and/or credit worthiness		
Water Analysis Fees	Alkalinity		
	Total by titration Alk(T)	\$10.00	
	Carbonate/bicarbonate by titration Alk (C)	\$10.00	
	Ammonia		
	Nitrogen (NH ₃ -N) (by ISE)	\$12.00	
	Nitrogen (NH ₃ -N) (Distilled)	\$37.00	
	Anion Scan by EPA 300.0A		
	Fluoride (F-), Chloride (Cl-), Nitrite (NO ₂ -N),	\$75.00	
	Nitrite (NO ₃ -N), Bromide (Br-),		
	Ortho-Phosphate (PO ₄ -P)(O), Sulfate (SO ₄ ²⁻)		
	Bacteria		
	E Coli	\$25.00	
	Enterococci (Enteros)	\$50.00	
	Fecal Coliform (FC)	\$15.00	
	Fecal Sludge	\$50.00	
	Fecal Strep(FS)	\$25.00	
	Heterotrophic Plate Count (HPC)	\$15.00	
	Micro Exam	\$75.00	
	Total Coliform (TC)	\$15.00	
	Total Coliform/E Coli by SM9223B	\$20.00	
	Bromate	\$60.00	
	Biochemical Oxygen Demand (BOD)	\$30.00	
	Bromide (Br-)	\$25.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Carbonaceous Biochemical Oxygen Demand (CBOD)	\$30.00	
	Calcium Carbonate Saturation Index (CCPP)	\$80.00	
	Caustic (Sodium Hydroxide) %	\$15.00	
	Chloral Hydrate by EPA 551.1 (CH)	\$100.00	
	Chlorine Demand (demand)	\$100.00	
	Chlorate	\$50.00	
	Chlorine Residual by Titration (Cl ₂)	\$15.00	
	by Amperometric Titration (Cl ₂)	\$15.00	
	Chloride (Cl-) by Titration	\$15.00	
	Chloride(Cl-) by Ion Chromatograph	\$25.00	
	Chlorite	\$50.00	
	Chemical Oxygen Demand (COD)	\$30.00	
	Conductivity (Cond)	\$10.00	
	Color		
	Apparent	\$15.00	
	TRUE	\$50.00	
	Cyanide (Total and Amenable) (CN-)	\$50.00	
	Dissolved organic carbon (DOC)	\$55.00	
	Dissolved Oxygen (DO) by ISE or Winkler	\$15.00	
	Fluoride (F-) by ISE	\$15.00	
	Free oil and grease - no soils - by EPA 1664 (HEM) (ask about bottle and sample size)	\$50.00	
	General-Chemical		
	pH, Alkalinity (Alk-T), Hardness, Conductivity,	\$55.00	
	Chloride (Cl-), Sulfate (SO ₄ ²⁻), Nitrate (NO ₃ -N)		
	Haloacetic Nitriles by EPA 551.1 (HANs)	\$100.00	
	Hardness by titration	\$12.00	
	Hardness by calculation	\$54.00	
	Inorganic Disinfection by-products	\$125.00	
	Iodide	\$10.00	
	Langier Saturation Index (LSI)	\$80.00	
	Mercury (Cold Vapor by AAS) EPA 245.1 (Hg)	\$50.00	
	Mercury by EPA 245.7	\$75.00	
	Metals (Total) Digested (each)	\$25.00	
	Five or more (each)	\$12.00	
	Dissolved) Soluble (each)	\$20.00	
	Five or more (each)	\$12.00	
	Metal-Scan		
	Dissolved (D) Metal Scan - Dissolved	\$100.00	
	Total (T) Metal Scan - Total	\$125.00	
	Nitrate-Nitrogen by ISE (NO ₃ -N)-	\$15.00	
	(by request only! Sample must have low-chlorides)		
	Nitrite-Nitrogen by ISE (NO ₂ -N)-	\$15.00	
	(by request only! Sample must have low-chlorides)		
	Nitrite-Nitrogen by SM 4500 (NO ₂ -N)	\$20.00	
	Nitrate by SM 4500-NO ₃ F		\$20.00
	Nitrite by SM 4500-NO ₃ F		\$20.00
	Nitrate and Nitrite by SM 4500-NO ₃ F (NAP only)		\$30.00
	Nitrate and Nitrite by SM 4500-NO ₃ F (non-NAP)		\$35.00
	NOx by SM 4500-NO ₃ F		\$30.00
	Nitrate and Nitrite by EPA 300.0 A (NAP only)		\$30.00
	NOx by EPA 300.0 A		\$30.00
	Nitrate by Ion Chromatograph	\$25.00	
	Nitrite by Ion Chromatograph	\$25.00	
	pH	\$10.00	
	Percent Geometric Mean (% Geometric Mean)	No charge	
	No charge when run with TS and FC analysis		
	Phosphorus, Total (P) ((PO ₄ -P)(T)))	\$20.00	\$25.00
	Ortho-phosphate (PO ₄ -P(O))	\$15.00	\$20.00
	Phosphorus, Total (P) ((PO ₄ -P)(T))) by SM 4500-P F		\$25.00
	Ortho-phosphate (PO ₄ -P(O)) by SM 4500-P F		\$20.00
	Settleable Solids (SS)	\$5.00	
	Sodium Adsorption Ratio (SAR)	\$80.00	
	Sulfate (SO ₄ ²⁻)	\$20.00	
	Sulfate by Ion Chromatograph	\$25.00	
	Sulfide (S ²⁻)	\$20.00	
	Special sample preparations	\$25.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
Water Restriction Penalties Water Conservation Plan	Applies to soils and samples that must be pre-treated before the normal analysis can begin)		
	Specific gravity by Spindle Hydrometer (SPGR)	\$15.00	
	Specific ultraviolet absorption (SUVA)	\$75.00	
	Thermometer Calibration (3 Calibration Points)	\$25.00	
	Total dissolved solids gravimetric - dried (TDS)	\$15.00	
	by calculation (TDS)	\$10.00	
	Total Kjeldahl Nitrogen (TKN)	\$50.00	
	Total Organic Carbon (TOC)	\$55.00	
	Total oxidants	\$15.00	
	Total petroleum hydrocarbon - no soils (TPH)	\$60.00	
	(ask about bottle & sample size)		
	Total solids (TS)	\$15.00	
	Total suspended solids (TSS)	\$15.00	
	Total Trihalomethanes (THMS)	\$100.00	
	(THM) formation potential	\$125.00	
	Total volatile solids (TVS)	\$15.00	
	Total volatile suspended solids (TVSS)	\$15.00	
	Turbidity	\$10.00	
	UV-absorbing organic constituents (UV-254)	\$15.00	
	Water Testing Supplies		
	E Coli Plates	\$1.00	
	Phosphate Buffer	\$5.00	
	Alkalinity Titrant	\$10.00	
	FAS	\$10.00	
	DPD	\$5.00	
	Year-Round Water Use Management/Stage 1 Water Alert:		
	First Offense: Minimum	\$50.00	
	Second Offense: Minimum	\$75.00	
	Subsequent Offenses: Minimum	\$250.00	
	Stage 2 Water Warning:		
	First Offense: Minimum	\$100.00	
	Second Offense: Minimum	\$150.00	
	Subsequent Offenses: Minimum	\$500.00	
	Stage 3 Water Emergency:		
	First Offense: Minimum	\$250.00	
	Second Offense: Minimum	\$500.00	
	Subsequent Offenses: Minimum	\$1,000.00	
	Surcharges for non-compliance with water use reduction (Commercial & Industrial):		
	First 5,000 gallons over allowed amount - 1st occurrence	\$5.00 per 1,000 gallons	
	First 5,000 gallons over allowed amount - 2nd occurrence	\$10.00 per 1,000 gallons	
	Next 5,000 gallons - 1st occurrence	\$10.00 per 1,000 gallons	
	Next 5,000 gallons - 2nd occurrence	\$20.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 1st occurrence	\$20.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 2nd occurrence	\$30.00 per 1,000 gallons	
	Reconnect fee if water turned off for above non-compliance	\$250.00	
	Reconnect fee for failure to pay the surcharge	\$250.00	
	Stage 4 Water Crisis:		
	First Offense: Minimum	\$250.00	
	Second Offense: Minimum	\$500.00	
	Subsequent Offenses: Minimum	\$1,000.00	
	Surcharges for non-compliance with water use reduction (Commercial & Industrial):		
	First 5,000 gallons over allowed amount - 1st occurrence	\$10.00 per 1,000 gallons	
	First 5,000 gallons over allowed amount - 2nd occurrence	\$20.00 per 1,000 gallons	
	Next 5,000 gallons - 1st occurrence	\$20.00 per 1,000 gallons	
	Next 5,000 gallons - 2nd occurrence	\$40.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 1st occurrence	\$30.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 2nd occurrence	\$60.00 per 1,000 gallons	
	Reconnect fee if water turned off for above non-compliance	\$500.00	
	Reconnect fee for failure to pay the surcharge	\$250.00	
	Year-Round Use and All Stages:		
	Failure to pay penalty: which can be applied to water bill	\$250.00	
	Reconnect fee for repeated violations of the plan	\$500.00	
	Fraudulent misrepresentation of well water use:	\$500.00	
	Filing fee for administrative appeal of determination by hearing officer	\$10.00	
	Report misuse by calling the Water Office at 676-6000.		
ZONING	Zone change request	\$1,500.00	
	Planned Development District	\$2,000.00	
	Planned Development District, amendment	\$1,000.00	
	Historic Overlay Request	\$50.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Site plan	\$500.00	
	Minor site plan	\$250.00	
	Zoning determination/verification letter	\$100.00	
	Voluntary annexation	\$600.00	
	Landmarks Commission application	\$50.00	
	Appeal to City Council	\$250.00	
	Airport zoning development permit	No charge	
	Sidewalk waiver or deviation (site plan)	\$250.00	
	Misc. Zoning-related application	\$100.00	
ZOO	Admission:		
	Adults (ages 13 - 59)	\$8.00	\$10.00
	Seniors (age 60+)	\$7.00	\$9.00
	Children (ages 3 - 12)	\$5.50	\$7.00
	Children under 3	Free	
	Group Rates: (groups of 10 or more)		
	Children (ages 3 - 12)	\$4.50	\$6.50
	Adults (ages 13 - 59)	\$6.00	\$8.00
	Seniors (ages 60+)	\$5.50	\$7.50

Ordinance & Public Hearing – Final Vote on 2020-21 Proposed Fee Schedule



Ordinance & Public Hearing – Final Vote on 2020-21 Proposed Fee Schedule

- As part of the budget workshop on July 21, 2020, City Council approved on first reading the 2020-21 Proposed Fee Schedule.
- Staff is recommending two minor changes as outlined in the Fee Schedule exhibit:

Minter Park Water Curtain:		
Pre-programmed / pre-approved name, phrase, or design		\$25.00 / hour
Special event live programming by City employee		\$50.00 / hour
Brush and Bulky Knuckle boom truck - city crew loading service per hour load		\$76.27

- Final vote on the Proposed 2020-21 Proposed Fee Schedule



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Honorable Mayor & Members of City Council

FROM: Stanley Smith, City Attorney

SUBJECT: 21. 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. John Doe v. Robert Hanna, Individually and as City Manager; Cause No. 28078-B; In the 104th Judicial District Court, Taylor County, Texas; filed July 7, 2020
10. Governor's Executive Orders COVID-19
11. Local election date, November 3, 2020
12. Claim of Discrimination - Rita Monterrosa
13. Texas Public Information Act - vexatious requesters

B. 551.072 (Deliberations about Real Property)

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

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Honorable Mayor & Members of City Council

FROM: Travis McClure

SUBJECT: **22. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Award of Bid No. CB-2069 – Sale of Property, T & P Freight Warehouse (901 N. 1st) (*Travis McClure*)

GENERAL INFORMATION

Pursuant to Texas Local Government Code Section 272.001, the City placed the following parcel of land for sale by giving public notice by advertisement in the Abilene Reporter-News on July 19, 2020 and July 26, 2020, and accepting sealed bids:

1.776 ACRE TRACT OF LAND AS RECORDED IN SPECIAL WARRANTY DEED #2013-0011615 AND THE E446.09 FEET OF PARKING LOT RECORDED IN SPECIAL WARRANTY DEED VOLUME #2460 PAGE #237. COMMONLY KNOWN AS T & P FREIGHT WAREHOUSE, 901 NORTH 1ST STREET. TAYLOR CAD PROPERTY ID NO. 99088 & 976137

The minimum bid amount was set at the third party appraised fee simple value of \$770,000.00.

Sealed bid(s) were received and opened on August 4, 2020; two bids were received, as follows:

- a. Charles Wolfe (dba Abilene Majestic, LLC): \$950,000.00 (with required description of intended use)
- b. Abilene Chamber of Commerce: \$770,000.00 (with required description of intended use)

SPECIAL CONSIDERATIONS

Closing will be set after final repairs to the HVAC system and roof are completed.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff requests direction from City Council regarding the submitted bids.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CB2069 TABSHEET
2. Presentation2020

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

PAGE
1 OF 1

DEPARTMENT: LAND
BID NO.: CB-2069
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: AUGUST 4, 2020

ABILENE CHAMBER OF
COMMERCE
ABILENE, TX

CHARLES WOLFE
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.	SALE OF PROPERTY				770,000.00		950,000.00								
BASE BID					770,000.00		950,000.00								
DISCOUNT															
TOTAL BID					770,000.00		950,000.00								

*NOTES: INDICATES RECOMMENDED AWARD

Agenda Item: Award of Bid No. CB-2069- Sale of Property T&P Freight Warehouse

Resolution: Award of Bid No. CB-2069
(*McClure*)



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Honorable Mayor Anthony Williams and members of the City Council

FROM: Misty Mayo

SUBJECT: 23. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Resolution Approving the Development Corporation of Abilene, Inc.'s Economic Relief Incentive Agreement with Project ERG-9 (*Misty Mayo*)

GENERAL INFORMATION

Approval of the Development Corporation of Abilene, Inc.'s Economic Relief Incentive Agreement with Project ERG-9.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding through the DCOA's Economic Relief Grant Fund.

STAFF RECOMMENDATION

DCOA staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Board of the DCOA approved this Agreement on July 30, 2020.

ATTACHMENTS:

1. Resolution No. for Project ERG 9
2. DCOA.City Council.ERG Report.Aug13.2020

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA") ECONOMIC RELIEF INCENTIVE FOR PROJECT ERG-9 ("COMPANY").

WHEREAS, as a result of COVID-19 and the economic recession in the City of Abilene, the DCOA set aside funds for Economic Relief Incentives to provide qualified incentives to support business retention and business expansion through any expenditures that are consistent with the Development Corporation Act; and,

WHEREAS, the DCOA has determined that awarding an incentive for Project ERG-9 will support Company's business retention efforts; and,

WHEREAS, on July 30, 2020 the DCOA approved Resolution No. DCOA-2020.39 (the "DCOA Resolution") authorizing the DCOA's Chief Executive Officer to enter into an agreement and provide the Company with an incentive in an amount not to exceed \$502,576 (the "Incentive") in exchange for the Company's retention of 100 full-time employees ("FTEs") for one year; and,

WHEREAS, the DCOA requests that the City of Abilene approve the DCOA's Incentive with the Company as set forth in the DCOA Resolution.

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

PART 1. The City of Abilene hereby authorizes, in exchange for the Company's retention of 100 FTEs for 1 year, the DCOA to provide the Company with an incentive in an amount not to exceed \$502,576, under the terms and as set forth in the DCOA Resolution.

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

ADOPTED this 13th day of August, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



ECONOMIC RELIEF GRANT FUND

\$3M GRANT FUND

INCENTIVES FOR EXISTING LOCAL COMPANIES

- DCOA Board of Directors approved funds of **up to \$3M for incentives dedicated for economic relief for qualified companies.**
- Established because these times require special attention to our local, existing companies.
- Funds can be utilized for:
equipment, expansion, expenses associated with increased material costs from suppliers, insurance, paid leave, payroll assistance, rent assistance, utilities and workforce training

- 34 applied
- 18 did not qualify (misclassification of NAICS)
- 8 approved to receive funds
- 1 in approval process
- 9 grants will = \$2,281,374 awarded
- 6 qualified applicants – in the process of completing application
- 4 companies declined applying for the grant, stating they would like to leave monies available for others in greater need (DCOA has current agreements with these four)
- Implemented an aggressive marketing plan to promote the grant
- Apply @ AbileneDCOA.com



ECONOMIC RELIEF **GRANT – ERG-9**

ERG-9

- Manufacturer – manufactures and repairs oilfield products and machinery across the U.S.
- Established in 1982
- Participates in the Business Retention & Expansion (BRE) Program
- \$502,576 grant request to retain 100 jobs



**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

TO: Honorable Mayor and City Council Members

FROM: Shawna Atkinson, City Secretary

SUBJECT: 24.

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

- **Abilene-Taylor County Public Health District Board**
- **Landmarks Commission**

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

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

RESOLUTION NO. _____

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

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

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

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

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

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

PASSED this 13th day of August, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Abilene-Taylor County Public Health District Board</i>	
Jaime Correa [New]	November 2023
<i>Landmarks Commission</i>	
Kevin Halliburton [New] [Architect]	November 2023

Resolution:

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

- Abilene-Taylor County Public Health District Board
- Landmarks Commission





**City Council
Agenda Memo**

City Council Meeting Date: 8/13/2020

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

FROM:

SUBJECT: **25. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Salary of the City Secretary**

GENERAL INFORMATION

To be discussed in Executive Session. Any action will be taken in open session.

SPECIAL CONSIDERATIONS

N/A

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Salary of the City Secretary PPT

Oral Resolution: Salary of the City Secretary



QUESTIONS?

