



City of Abilene City Council Agenda

Shane Price, Council Member
Bruce Kreidler, Council Member
Kyle McAlister, Council
Member
Robert Hanna, City Manager

Norm Archibald,
Mayor

Anthony Williams, Mayor Pro-tem
Jay Hardaway, Council Member
Steve Savage, Council Member
Stanley Smith, Interim City
Attorney
Danette Dunlap, City Secretary

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on Thursday, April 14, 2016 at 8:30 AM at 555 Walnut Street, 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.

1. CALL TO ORDER

2. INVOCATION

1. Councilman Shane Price

3. PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

4. PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

1. Proclamation - Week of the Young Child
2. Proclamation - Occupational Therapy Month
3. Proclamation - National Work Zone Awareness Week

5. MINUTES

1. Approval of the Minutes from the Special Called Workshop March 22nd, the Regular City Council Meeting March 24th and the Joint Workshop held on March 29th 2016.

6. 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.

1. **Resolution:** Authorizing the purchase through Houston-Galveston Area Council Purchasing Cooperative (HGAC), Solid Waste Frontloader Truck. **(Rains)**

2. **Resolution:** Authorizing the purchase through Houston-Galveston Area Council Purchasing Cooperative (HGAC), for Minibus for the Senior Citizens Services. **(Rains)**
3. **Resolution:** Authorizing the City Manager to enter into a Contract with Faulkner Construction for the Construction of the City Impound Office Building in the amount of \$117,000. **(Rains)**
4. **Oral Resolution:** Street Use License (SUL) for The Center for Contemporary Arts, scheduled for Thursday, April 28, 2016 **(Rogge)**
5. **Resolution:** Authorizing the City Manager to enter into a Professional Engineering Services agreement with Jacob & Martin for the design of the South of Downtown Area Hot Mix project. **(Wright)**
6. **Resolution:** Authorizing the City Manager to enter into a contract, not to exceed a total amount of \$137,000, with Jacob & Martin, L.L.C. for engineering design and construction administration services for Proposition 3 sidewalks bond program **(Schoening)**.

7. **REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS**

1. **Ordinance & Public Hearing:** *(Final Reading)* **Z-2016-08** A request from Stripes West at I-20, agent Stripes LLC, to rezone property from AO (Agricultural Open Space) to GC (General Commercial) zoning, being approximately 10.01 acres located at the southwest corner of Interstate 20 & Loop 322. **(Schoening)**
2. **Ordinance & Public Hearing:** *(Final Reading)* **Z-2016-10** A request from Robert Martinez, to rezone property from PD-37 (Planned Development) & AO (Agricultural Open Space) to RS-6 (Single-Family Residential) zoning, being approximately 49.03 acres located on the south side of the 4000-4200 Blocks of Forrest Hill Rd. **(Schoening)**
3. **Ordinance & Public Hearing:** *(Final Reading)* **Z-2016-11** A request from EHT to rezone property from AO (Agricultural Open Space) to RS-6 (Single-Family Residential) zoning, being approximately 64.39 acres located at the southeast corner of Antilley Rd & Pebble Beach. **(Schoening)**
4. **Ordinance & Public Hearing:** *(Final Reading)* **Z-2016-12** A request from EHT to rezone property from AO (Agricultural Open Space) to RS-8 (Single-Family Residential) zoning, being approximately 117.16 acres and being all property on the east side of Hardwick Rd from 6449 to 7449 Hardwick Rd, not including 6749, 6815, & 7229 Hardwick Rd. **(Schoening)**
5. **Ordinance & Public Hearing:** *(Final Reading)* **Z-2016-13** A request from Timothy A. Richards to rezone property from AO (Agricultural Open Space) to LI (Light Industrial) & HI (Heavy Industrial) zoning, located at 3550 E. Hwy 80. **(Schoening)**
6. **Resolution:** Receive a report, hold a discussion and take action on adopting a resolution establishing a Chapter 380 economic development program, and authorizing the City Manager to negotiate Chapter 380 economic development agreements. **(Hanna)**
7. **Resolution:** Authorizing the City Manager to enter into Interlocal agreement with Wylie Independent School District (WISD) to purchase necessary capital

equipment and improvements through PEG (Public Education Government) funds so that WISD will have the ability to provide content to the City of Abilene's PEG channel. (Sawyers)

8. **Resolution:** Authorizing the City Manager to enter into Interlocal agreement with Abilene Independent School District (AISD) to purchase necessary capital equipment and improvements through PEG (Public Education Government) funds so that AISD will have the ability to provide content to the City of Abilene's PEG channel. (Sawyers)
9. **Resolution:** Authorizing the purchase of video equipment from B&H Photo in the amount of \$107,670.96 from BuyBoard Contract for video equipment upgrades for Shotwell Stadium – Abilene Independent School District. (Sawyers)
10. **Resolution:** Authorizing the Purchase of audio equipment from N-Tune Music & Sound from BuyBoard contract in the amount of \$90,636.00 for audio equipment upgrades for Shotwell Stadium – Abilene Independent School District. (Sawyers)
11. **Resolution:** Authorizing the Purchase of Transit Scheduling Software and Mobile Tablets for CityLink. (Green)
12. **Presentation:** Use of Wireless Communication Devices While Driving. (Standridge)

8. EXECUTIVE SESSION

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, as authorized by Texas Government Code Sections

- 1. 551.071 (Consultation with Attorney)**
- 2. 551.072 (Deliberations about Real Property)**
- 3. 551.073 (Deliberations about Gifts and Donations),**
- 4. 551.074 (Personnel Matters)**
- 5. 551.087 (Business Prospect/Economic Development)**
- 6. 551.076 (Deliberations about Security Devices)**

9. RECONVENE

1. Action if needed from Executive Session

10. REGULAR AGENDA

1. **Resolution:** Authorizing the City Manager to enter into a Electric Consultant Managing Agreement.
2. **Resolution:** Authorizing the City Manager to execute all documents to purchase the property located at 517 N. Pioneer Dr.

11. 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 contact Danette Dunlap, City Secretary, at 325-676-6202.

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the _____ day of April, 2016, at _____.

Danette Dunlap, TRMC, CPM
City Secretary

EXECUTIVE SESSION

(Consultation with Attorney) Section 551.071

The following pending litigation subjects which may be discussed are:

- 1) City of Abilene, Texas v. Aurora Bumgarner; 104th Judicial District Court, Taylor County, Texas; filed November 17, 2011
- 2) Tammy Cass, et al. v. City of Abilene, et al.; No. 1:13-CV-00177-C; In the United States District Court, Northern District of Texas, Abilene Division, filed October 24, 2013
- 3) Chad Carter v. City of Abilene, Texas; Cause No. 10138-D, In the 350th Judicial District Court, Taylor County, Texas, filed June 17, 2014
- 4) Gary Lee and Marilu Lee Corpian v. City of Abilene, Cause No. 48,766-A in the 42nd District Court 2015
- 5) Margarita Mitchell, et al. v. The City of Abilene, et al., filed in the 350th Judicial District Court, Taylor County, Texas, on October 21, 2015
- 6) Susan Lewis King & Austin King MD vs Ken Paxton, Attorney General of Texas and the City of Abilene. Cause No. D-1-GN-16-001160
- 7) Abilene Matera LLC v. Board of Building Standards for the City of Abilene and City of Abilene, Cause No. 10696-D. March 17, 2016.

- A) Consultation with Attorney regarding Electric Consulting Management Agreement
- B) Consultation with Attorney regarding Application of AEP Texas North Company to PUCT for Approval of a Distribution Cost Recovery Factor
- C) Consultation with Attorney regarding 401 Plum Street

(Personnel) Section 551.074

City Council may consider appointment, employment, 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.

The following Boards and Commissions may be discussed:

Abilene Economic Development Company, Inc.
Abilene Health Facilities Development Corp.
Abilene Higher Education Facilities Corporation
Abilene-Taylor County Events Venue District
Board of Adjustments
Board of Building Standards
Civic Abilene, Inc.
Civil Service Commission
Development Corporation of Abilene, Inc.
Friends of Safety City Board
Frontier *Texas!* Board of Directors
Abilene Housing Authority

Landmarks Commission
Library Board
Local Redevelopment Authority
Mechanical/Plumbing/Electrical & Swimming Pool Board of Appeals
Mental Health-Mental Retardation Board of Trustees
9-1-1 Emergency Communications District Board of Managers
Parks & Recreation Board
Planning and Zoning Commission
Taylor County Appraisal District
West Central Texas Municipal Water District
Tax Increment Reinvestment Zone Board

(Real Property) Section 551.072

A) Discussion regarding Real Property @ 517 N. Pioneer Dr.

(Business Prospect/Economic Development) Section 551.087

A) Discussion of the Windsor hotel

(Deliberations about Gifts and Donations) Section 551.073

(Deliberations about Security Devices) Section 551.076



**City Council
Agenda Memo**

City Council Meeting Date: 4/14/2016

TO: Robert Hanna, City Manager

FROM: Mike Rains, Director of Finance

**SUBJECT: Resolution: Authorizing the purchase through Houston-Galveston Area Council
Purchasing Cooperative (HGAC), Solid Waste Frontloader Truck. *(Rains)***

GENERAL INFORMATION

Fleet Management seeks approval to purchase one (1) Solid Waste frontloader truck to replace a unit that was destroyed by fire. The unit will be utilized in the commercial collection routes.

The unit is to be purchased through the Houston-Galveston Area Council Purchasing Cooperative (HGAC) to effectively coordinate the build process and delivery.

Vendor	Description	Amount
Chastang Autocar	Autocar ACX64 Truck HGAC Contract # HT06-14	\$176,990
Heil of Texas	Heil Refuse Body HGAC Contract # RH08-14	\$116,046

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funds for this purchase are to be provided by the Fleet Replacement Fund.

STAFF RECOMMENDATION

It is recommended that the unit be purchased through HGAC in the amount of \$293,036.00

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
▣ Additional Information	Cover Memo
▣ Resolution	Resolution Letter

ADDITIONAL INFORMATION FOR 04/14/16 COUNCIL MEETING

FRONTLOADER TRUCK

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Lifetime Maintenance \$	Average Miles Per Month	Disposal Method	Replcement Reasoning
4042	Solid Waste	09	AutoCar with Heil Refuse Body	ACX64 with Half- Pack	78,178	9,048	\$113,568.78	774.3	Auction	This unit was a spare truck and served as a backup should other Frontloaders be temporarily out of service for planned preventative maintenance or for any unscheduled service and repairs. This truck was destroyed by fire and the remains were sold at auction in October 2015. When this unit is replaced, one of the older but better Frontloaders in the fleet will then become the spare truck so that commercial routes will have coverage.

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE PURCHASE
FROM CHASTANG ENTERPRISES HOUSTON, TEXAS**

WHEREAS, the City of Abilene requested an HGAC state contract pricing quote for the purchase of one (1) frontloader truck assigned to the Solid Waste Division: and

WHEREAS, following a quote was received on January 4, 2016:

Chastang Enterprises	\$293,036.00
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WHEREAS, Staff recommends awarding the bid to HGAC/Chastang Enterprises.

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

PART 1: That the City Council approves this purchase in the amount of \$293,036.00 from Chastang Enterprises Houston, Texas

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

ADOPTED and approved this 14th day April, 2016

ATTEST:

Danette Dunlap, TRMC
City Secretary

Norm Archibald,
Mayor

APPROVED:

Stanley Smith, City Attorney



**City Council
Agenda Memo**

City Council Meeting Date: 4/14/2016

TO: Robert Hanna, City Manager

FROM: Mike Rains, Director of Finance

**SUBJECT: Resolution: Authorizing the purchase through Houston-Galveston Area Council
Purchasing Cooperative (HGAC), for Minibus for the Senior Citizens Services. *(Rains)***

GENERAL INFORMATION

Fleet Management seeks approval to purchase one 17 passenger minibus with a 14,000 GVW to replace a unit that is no longer cost-effective to maintain. The unit will be utilized in Senior Citizens Services to transport citizens from their house to centers and back to their homes. The bus also transports daily lunches to the various sites that serves meals. Our Fleet Policy criteria for replacing light-duty buses is 4-5 years estimated useful life and 100,000 - 150,000 miles. The bus being replaced is 14 years old and approximately 130,000 miles. We believe the bus meets the replacement criteria.

The unit is to be purchased through the Houston-Galveston Area Council Purchasing Cooperative (HGAC) to effectively coordinate the build process and delivery.

Vendor	Description	Amount
Alliance Bus Group	Ford chassis with Aerotech body HGAC Contract # BR01-14	\$59,143.00

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funds for this purchase are to be provided by the Fleet Replacement Fund.

STAFF RECOMMENDATION

It is recommended that the unit be purchased through HGAC in the amount of \$59,143.00

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
▣ Additional Information	Cover Memo
▣ Resolution	Resolution Letter

ADDITIONAL INFORMATION FOR 04/14/16 COUNCIL MEETING**MiniBus**

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Lifetime Maintenance \$	Average Miles Per Month	Disposal Method	Replcement Reasoning
3196	Sr Citizens	02	Ford with EIDorado Body	E-450 with Aerotech	129,607	1,726	\$29,979.11	720	Auction	The minibus is over ten years old and has an excess of 125,000 miles. This unit does not have the extra step for seniors to easily get in/out of the bus whereas current models will. Unit has a recurring diesel leak as well as recurring air conditioning and heating issues.

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE TEXAS, AUTHORIZING THE
PURCHASE FROM ALLIANCE BUS GROUP DALLAS, TEXAS**

WHEREAS, the City of Abilene requested an HGAC state contract pricing quote for the purchase of one (1) mini-bus assigned to the Senior Citizens Division: and

WHEREAS, following a quote was received on February 22, 2016:

Alliance Bus Group	\$59,143.00
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WHEREAS, Staff recommends awarding the bid to HGAC/Alliance Bus Group.

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

PART 1: That the City Council approves this purchase in the amount of \$59,143.00 from Alliance Bus Group.

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

ADOPTED and approved this 14th day April, 2016

ATTEST:

Danette Dunlap, TRMC
City Secretary

Norm Archibald, Mayor

APPROVED:

Stanley Smith, City Attorney



**City Council
Agenda Memo**

City Council Meeting Date: 4/14/2016

TO: ROBERT HANNA, CITY MANAGER

FROM: MIKE RAINS, DIRECTOR OF FINANCE

Resolution: Authorizing the City Manager to enter into a Contract with Faulkner
SUBJECT: Construction for the Construction of the City Impound Office Building in the amount of \$117,000. (*Rains*)

GENERAL INFORMATION

Bids were solicited for the construction of a new City Impound office building on February 28th and March 6th of this year. Five (5) companies were invited to bid on the project. Two (2) companies submitted bids; Abilene Tile and Construction and Faulkner's Construction.

SPECIAL CONSIDERATIONS

Faulkner Construction was the low responsible bidder at \$117,000. Abilene Tile and Construction's bid was \$122,975.32. The construction of the Impound office will be supervised by MEERS Engineering.

FUNDING/FISCAL IMPACT

Funding for this project was approved by City Council on 2/26/2015 utilizing excess fund balance in the amount of \$150,000.

STAFF RECOMMENDATION

Staff recommends that Faulkner Construction be awarded the bid to build the City's Impound Office at a bid price of \$117,000.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
□ Resolution	Resolution Letter

▣ Impound Diagram

Cover Memo

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FAULKNER
CONSTRUCTION FOR THE CONSTRUCTION OF THE CITY IMPOUND OFFICE BUILDING
IN THE AMOUNT OF \$117,000.**

WHEREAS, bids were solicited for the City of Abilene to build the City's Impound office; and

WHEREAS, the contract will be awarded to build the City's Impound office; and

WHEREAS, advertisements were published on February 28th and March 8th, 2016 in the Abilene Reporter News; and

Whereas, bids were received and opened on March 22, 2016; and

WHEREAS, two (2) bids were submitted to build the City's Impound office by;

Abilene Tile and Construction

Faulkner's Construction

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

PART 1: Faulkner's Construction was the low responsible bidder in the amount of \$117,000.

PART 2: The City Council authorizes the City Manager to execute an contract with Faulkner's Construction.

PART 3: This Resolution will take effect immediately from and after passage.

Approved and adopted this the 14th Day of April, 2016

ATTEST:

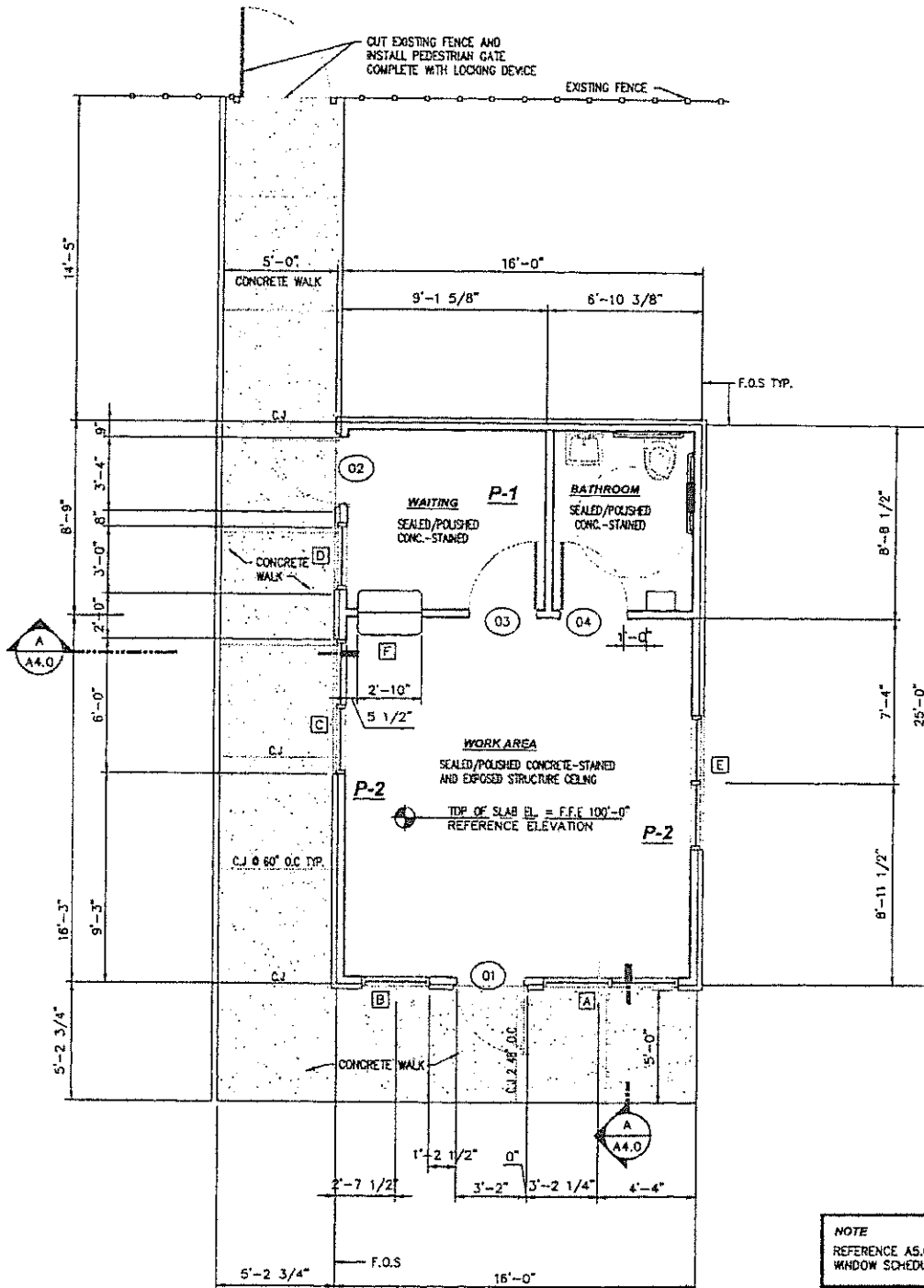
Danette Dunlap, City Secretary

Norm Archibald, Mayor

APPROVED:

Stanley Smith, Interim City Attorney

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NOTE
 REFERENCE A5.0 FOR DOOR AND
 WINDOW SCHEDULES



**City Council
Agenda Memo**

City Council Meeting Date: 4/14/2016

TO: Robert Hanna, City Manager

FROM: Michael Rice, Director of Public Works

**Oral Resolution: Street Use License (SUL) for The Center for Contemporary Arts,
SUBJECT: scheduled for Thursday, April 28, 2016 (*Rogge*)**

GENERAL INFORMATION

The Center for Contemporary Arts has submitted a Street Use License (SUL) application to hold a fundraising event entitled "Fiesta deArte Cuba" within the public right-of-way on Cypress Street. The applicant wishes to close Cypress Street from the north right-of-way line of North 2nd Street to the south right-of-way line of North 3rd Street for this event. The event will take place on Thursday, April 28, 2016, and the applicant wishes to close the street between the hours of 4:00 p.m. and 10:00 p.m. on this date. The applicant has obtained the approval of all affected property owners and/or business tenants for this event.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff has reviewed this request and recommends that the City Council, by oral resolution, authorize the Mayor to execute the attached Street use License Agreement with the Center for Contemporary Arts for the "Fiesta deArte Cuba" event.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
▣ Street Use License	Cover Memo

THE STATE OF TEXAS

**STREET USE LICENSE AGREEMENT
SHORT TERM**

COUNTY OF TAYLOR

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this _____ day of _____, A.D., 20____, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and The Center For Contemporary Arts hereinafter referred to as "Licensee".

WITNESSETH:

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

-Closure of Cypress Street from the North right-of way line of North 2nd Street to the south right-of-way line of North 3rd Street.

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

I. Purpose:

The purpose of this License is to permit Licensee to:

-Utilize the public right-of-way as part of Licensee's Fiesta deArte Cuba event

II. Term of Agreement/Termination

I. This License shall be in effect only for the following time period:

-From 4:00pm – 10:00pm on Thursday, April 28, 2016

2. The City shall have the right to cancel this License at any time.

II. Indemnity:

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

injury or damage to any property or right

injury, damage, or death to any person or entity

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

all other costs and expenses of litigation

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

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

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

B. Indemnity

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

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

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects which may now exist or which may hereafter arise on the premises, whether or not caused in whole or in part by

improvements constructed by the Licensee. Responsibility for all such defects is expressly assumed by the Licensee.

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

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

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

IV. Insurance.

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

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

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

All insurance policies or certificates shall contain the following provisions:

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

All insurance policies shall be subject to the examination and approval of the Office of Risk Management, City of Abilene, Texas, for their adequacy as to form and content, form of

protection, and insurance company. Licensee shall furnish to City Secretary for her License file certificates or copies of the policies, plainly and clearly evidencing such insurance at the time of application, and thereafter, new certificates prior to the expiration date of any prior certificate.

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

IV. License Requirements and Restrictions:

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

2. All traffic control signing and barricading in the public right-of-way shall comply with the Texas Manual On Uniform Traffic Control Devices.

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

4. Control of the public right-of-way within the area included in this License shall not supersede the rights already granted by other permits and authorizations to other parties unless specifically stated herein.

5. The City Manager, Police Chief, Fire Chief, or a designee of such officials, shall have the authority to order immediate removal of any objects or materials placed on the premises by Licensee if, in the City's opinion, removal is necessary to protect the health, safety, and welfare of the public.

CITY OF ABILENE, TEXAS

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

NAME OF LICENSEE:

The Center for Contemporary Arts

By: Burgess Thomas
Signature

Burgess Thomas - Curator of Fun Learning
Printed Name and Title Experiences

Business Address: 220 Cypress Street
Abilene, TX 79601

**STREET USE LICENSE AGREEMENT
WITH
THE CENTER FOR CONTEMPORARY ARTS
FOR USE OF CYPRESS STREET RIGHT-OF-WAY
CONDITIONS AND COVENANTS
EXHIBIT A**

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

1. The Licensee may take control of the permitted portion of the street, as follows:

From 4:00 p.m. to 10:00 p.m. on each of the following date:

Thursday, April 28, 2016

2. **The Licensee shall submit a Temporary Traffic Control (TTC) Plan in compliance with the Texas Manual on Uniform Traffic Control Devices to the Traffic & Transportation Administrator (676-6279) for review NO LATER THAN Thursday, April 14, 2016. The TTC Plan shall include the name and signature of the person who prepared the plan and the date it was prepared. FAILURE TO COMPLY WITH THIS PROVISION MAY RESULT IN CANCELLATION OF THIS LICENSE.**
3. **The Licensee shall be responsible for obtaining, properly installing, and maintaining all necessary traffic control signs and barricades in compliance with the traffic control plan.**
4. The Licensee shall contact all property owners and/or business tenants of properties within the closure area on Cypress Street that would normally be open any time during the permitted closure periods to advise them of the proposed street closure(s) and to work out arrangements to accommodate their access needs. The Licensee shall submit a list to the Public Works Department of all property owners and/or business tenants of properties within the closure area with an authorized signature of a person for each property/business, signifying they have been advised of the street closure. It is the Licensee's responsibility to notify other downtown businesses located outside of the permitted street closure area of the closure(s), at Licensee's discretion.
5. The Licensee shall designate an event command center and an event contact person(s). This information, as well as contact phone numbers, shall be provided to the Public Works Department by Monday, April 18, 2016. During the event, an event contact person shall be on-site at all times.

6. FOR EACH INDIVIDUAL EVENT: The Licensee shall contact the City Fire Marshal regarding a Fire Code outdoor carnival/fair permit, and obtain one if necessary. The Licensee shall contact the Traffic Control Division of the Abilene Police Department about a parade permit, and obtain one if a parade is planned for the event. The Licensee shall insure that all food and beverage vendors associated with the event obtain a temporary food vendors permit from the City of Abilene Environmental Health office.
7. The Licensee shall insure that the events are conducted in conformance with all applicable laws and regulations, including City noise regulations and Texas Alcoholic Beverage Commission rules and regulations.
8. The Licensee shall prominently post notice at each entry into the controlled area that smoking is not permitted at the event(s) and shall comply with the requirements of the City smoking ordinance.
9. For each event, the Licensee shall provide sufficient portable toilets to accommodate the needs of event attendees, invitees and participants, as determined by Licensee. The portable toilets shall not be located within 10 feet of the door to any building nor shall they be located on the street side of any glass storefront.
10. For each event, the Licensee shall contact the Abilene Police Department to inform them of the event and shall provide sufficient security forces, as determined by the Chief of Police, for crowd control and protection of property.
11. For each event, the Licensee shall provide for collection and disposal of solid waste created by the event. This shall include an adequate number of waste receptacles, collection of litter after the event, and delivery of the waste to the landfill. At a minimum this shall include one waste receptacle within 50 feet of each food vendor or beverage vendor and one waste receptacle within each block of the permitted/closed area that does not have a food or beverage vendor.
12. For each event, the Licensee shall maintain free of obstructions a fire apparatus access lane at least 25 feet in width from end-to-end of all street segments and an access path at least 10 feet in width from the fire apparatus access lane to all fire service appliances (fire hydrants, fire service connections to buildings, etc.) at all times.
13. During each event, the Licensee shall make provisions for safe access to private property abutting the permitted/closed area to any party desiring to access that property.
14. For/during each event, the Licensee shall protect traffic signal control equipment and related facilities, signs, pavement markings, and other traffic control devices within the permitted area and shall be responsible for prompt repair of any damage. The Licensee shall be responsible for all costs associated with adjustments to the City's traffic control devices that are necessary for the permitted activity. The Licensee shall not attach any item to the poles, equipment boxes or other components of the traffic signal system.

15. For each event, the Licensee shall clear the sidewalks and pavement area of obstructions to pedestrian and vehicular traffic before ending control of the area. The Licensee assumes all responsibility for warning and/or protecting pedestrians and motorists from obstructions and hazards if they are allowed to enter the controlled area before it is cleared of such obstructions and hazards.

Signatures for Street Closure ...

April 28, 2016
for Fiesta de Arte Cuba!

I understand that The Center for Contemporary Arts will be closing the 200 block of Cypress Street at 4pm on Thursday, April 28 to prepare for a street party fundraising event.

1. The Well *John Kelly*
phone# 210-716-8845
2. United Way *Nancy Cochran*
phone# 677-1841
3. Busch Jewelers *Amelia*
phone# 677-9114
4. McKay's Bakery *Ann Kiley*
phone# 325-672-9737
5. O'Kelly's Office Furniture *Dustin Newberry*
phone# 673-6422
6. CompassBank *QJ A*
phone# 325-676-3800
7. Monk's *Wally*
phone# 437-2984
8. Bogie's *PK*
phone# 672-3296



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/3/2016

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

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

PRODUCER CBS Insurance, LLP 3005 South Treadaway Blvd Abilene TX 79602		CONTACT NAME: Teresa Netz, CIC, ACSR PHONE (A/C, No, Ext): (325) 695-0222 FAX (A/C, No): (325) 695-0228 E-MAIL: tnetz@cbsins.com ADDRESS:													
INSURED Center for Contemporary Arts 220 Cypress Street Abilene TX 79601		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Charter Oak Fire Insurance Co</td><td>NAIC # 25615</td></tr><tr><td>INSURER B: Travelers Cas. Ins. Co. of America</td><td></td></tr><tr><td>INSURER C: Travelers Indemnity Co</td><td>25658</td></tr><tr><td>INSURER D: Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Charter Oak Fire Insurance Co	NAIC # 25615	INSURER B: Travelers Cas. Ins. Co. of America		INSURER C: Travelers Indemnity Co	25658	INSURER D: Texas Mutual Insurance Company	22945	INSURER E:		INSURER F:	
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INSURER C: Travelers Indemnity Co	25658														
INSURER D: Texas Mutual Insurance Company	22945														
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 15.16

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		680-1126P519-15-42	10/15/2015	10/15/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Liquor Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY			BA1127P227-15-SBL	10/15/2015	10/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS		PROPERTY DAMAGE (Per accident) \$				
						Hired Combined Single Limit \$ 1,000,000	
C	UMBRELLA LIAB	<input type="checkbox"/> OCCUR		CUP1127P995-15-42	10/15/2015	10/15/2016	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 1,000,000				
	DED <input checked="" type="checkbox"/> RETENTION \$ 5,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/> N/A		8BP0001184389	10/15/2015	10/15/2016	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The City of Abilene is an additional insured under the general liability coverage as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Abilene P. O. Box 60 Abilene, TX 79604	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Peter Lauve/TNETZ

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**City Council
Agenda Memo**

City Council Meeting Date: 4/14/2016

TO: Robert Hanna, City Manager

FROM: Michael Rice, Director of Public Works

**Resolution: Authorizing the City Manager to enter into a Professional Engineering
SUBJECT: Services agreement with Jacob & Martin for the design of the South of Downtown Area
Hot Mix project. *(Wright)***

GENERAL INFORMATION

On May 9, 2015 Voters approved Proposition 1, which allowed for the issuance of \$45,975,000 for street projects. One of the street projects identified within Proposition 1 was the South of Downtown Area. This project will address needed Hot Mix Asphalt street repairs within the South of Downtown Area.

SPECIAL CONSIDERATIONS

The City of Abilene received proposals on January 8, 2016 in response to a published Request for Qualifications (RFQ) for the Design of the South of Downtown Area Hot Mix Project. Four Firms submitted a Statement of Qualifications (SOQ), and an internal committee reviewed and evaluated the submittals. The selection committee was made up of the Director of Public Works, the City Engineer, and the Traffic Engineer. Each member conducted an evaluation, and then the committee met as a group to score the submittals. Submittals were to discuss and include: Transmittal Letter, Ability to Provide Services, Qualifications and Availability, Staffing Capabilities, Similar Project Experience, Project Approach, and History of Successful Performance. Submittals were scored based upon four criteria: Narrative (15%), Experience (45%), Schedule (15%), and References (25%). Jacob & Martin scored the highest and staff selected them for this project.

FUNDING/FISCAL IMPACT

The total amount for this Professional Services Contract for Engineering services is in the amount of \$358,500.00. Funding for this contract will come from the Voter approved 2015 Bond Projects for Proposition 1.

STAFF RECOMMENDATION

Staff recommends City Council approve a resolution authorizing the City Manager to execute an agreement with Jacob & Martin in the amount of \$358,500.00 for Engineering Services for South of Downtown Area Hot Mix Project.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
▣ Resolution SODA	Resolution Letter
▣ Jacob & Martin SODA Contract	Backup Material
▣ Site Location	Backup Material

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
JACOB & MARTIN, LTD. (JM).**

WHEREAS, on May 9th 2015, voters approved Proposition 1 which allowed for the issuance of \$45,975,000 in General Obligation Bonds for street and road improvements; and,

WHEREAS, The City of Abilene made Requests for Qualifications (RFQ). Four firms submitted their Statement of Qualifications (SOQ); and,

WHEREAS, Local participation and experience working with the City was considered, and individual scores were accumulated and tabulated. Jacob & Martin, Ltd. (JM) significantly scored the highest of all the firms; and,

WHEREAS, The City Council authorizes the City Manager to execute an agreement with Jacob & Martin, Ltd. (JM) in the amount of \$358,500.00 for the Engineering of the South of Downtown Area Street Repairs.

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

- PART 1. The City Council authorizes the City Manager to execute an agreement with Jacob & Martin, Ltd. (JM).
- PART 2. That the design agreement is in the amount of \$358,500.00 for the design of the South of Downtown Area Street Repairs.
- PART 3. That this Resolution shall take effect immediately from and after passage.

ADOPTED this 14th day of April, 2016.

ATTEST:

Danette Dunlap, City Secretary

Norm Archibald, Mayor

APPROVED:

Stanley Smith, Interim City Attorney



PROFESSIONAL SERVICES CONTRACT ENGINEERS AND ARCHITECTS

This contract, dated _____, 20____, is between the City of Abilene ("City"), and Jacob & Martin, Ltd. ("Consultant").

The City wants to contract for professional services relating to the SODA Hot Mix Project from the 2015 Bond Election, and the Consultant will provide professional services to assist in accomplishing that objective.

The Consultant must perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

I. TERMS

In consideration of the compensation stated in paragraph II, the Consultant must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Consultant must complete all services by a mutually agreed upon date.

II. PAYMENT

Payment is according to Attachment B.

III. ASSIGNMENT

The Consultant 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.

IV. 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.

V. OWNERSHIP OF DOCUMENTS AND MATERIALS

All documents and materials prepared by Consultant under the terms of this contract are the Consultant's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection *whenever requested*. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

VI. NONDISCLOSURE

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

VII. 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.

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

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

"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.

B. Indemnity

The Consultant shall indemnify, hold harmless and defend the City against liability for damage that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant or the Consultant’s agent, or another entity over which the Consultant exercises control.

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

Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Consultant’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 Consultant or Consultant’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 Consultant.

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

VIII. INSURANCE

A. GENERAL REQUIREMENTS

The Consultant agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Consultant is solely responsible for providing the required certificates of insurance. The City may terminate this agreement if the Consultant 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's Office of Risk Management 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 Consultant 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 Consultant

must furnish new certificates or copies of the policy before the expiration date.

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>
<u> x </u> 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
<u> x </u> 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)
<u> x </u> 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)
<u> x </u> 4. Professional Liability	\$500,000 combined single limit (per occurrence)
<u> </u> 5. See Addendum for Special Coverages and/or revisions	
<u> </u> 6. No Insurance Required	

IX. 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.

X. TERMINATION

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

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

The Consultant, however, is not relieved of liability to the City for damages sustained by the City because of any breach of contract by Consultant. The City may withhold any payments to Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

XI. PROJECT REPRESENTATION

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

XII. 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: Larry Wright, P.E., City Engineer	Consultant - ATTN: Tal Fillingim, P.E., C.F.M.
City of Abilene	Jacob & Martin, Ltd.
P. O. Box 60	3465 Curry Ln.
Abilene, Texas 79604	Abilene, Texas 79606

XIII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XIV. NO INDEBTEDNESS

Consultant 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. Consultant 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.

XV. 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.

XVI. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVII. 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, 500 Chestnut St., 6th floor, Abilene, Texas, 79602, 325-690-0300.

XVIII. 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 Consultant. The Consultant 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 Consultant 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.

IN WITNESS HEREOF the parties have executed this agreement.

CITY OF ABILENE

INSERT CONSULTANT'S NAME

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

Address: _____

Phone Number: _____

Fax Number: _____

Federal Tax I.D.# _____

APPROVED:

City Attorney

ATTEST: (If Corporation)

Risk Manager

Corporation's Secretary

Corporate Seal (if available):

ATTACHMENT A

SCOPE OF SERVICES

The consultant shall provide engineering services (see Tasks below and associated time line Attachment A-1) for the 2015 bond project known as the SODA Hot Mix Project limiting street repairs to the limits as shown on Exhibit A.

Task 1 – Initial Project Data Collection and Analysis

The Scope of the work will consist of the following:

- 1) Topographic survey, utility locates, and associated field data collection necessary to prepare construction documents.
- 2) All required existing pavement corings and lab analysis.

Task 2 – Design of Roadway Improvements

The Scope of the work will consist of the following:

- 1) Pavement section design, including evaluations and analysis of roadway improvement approach. Development of project phasing and initial construction schedule.
- 2) Develop schematic designs, provide design development, prepare construction documents, specifications, and associated cost estimates for roadway improvements in accordance with City of Abilene requirements. Prepare detailed construction plans for the purpose of bidding and constructing the flexible pavement roadway improvements. This shall include all required dimensional control layouts, paving and grading plans, utility improvement or relocation plans, erosion control plans, and all associated construction details.
- 3) Coordinate plan review and approval, including any required TDLR Handicap Accessibility reviews in accordance with Americans with Disabilities Act.
- 4) Prepare bid documents and assist in the bidding and letting process.
- 5) Attend all design and project coordination meetings as required.

Task 3 – Construction Administration/Management of Designed Roadway Improvements

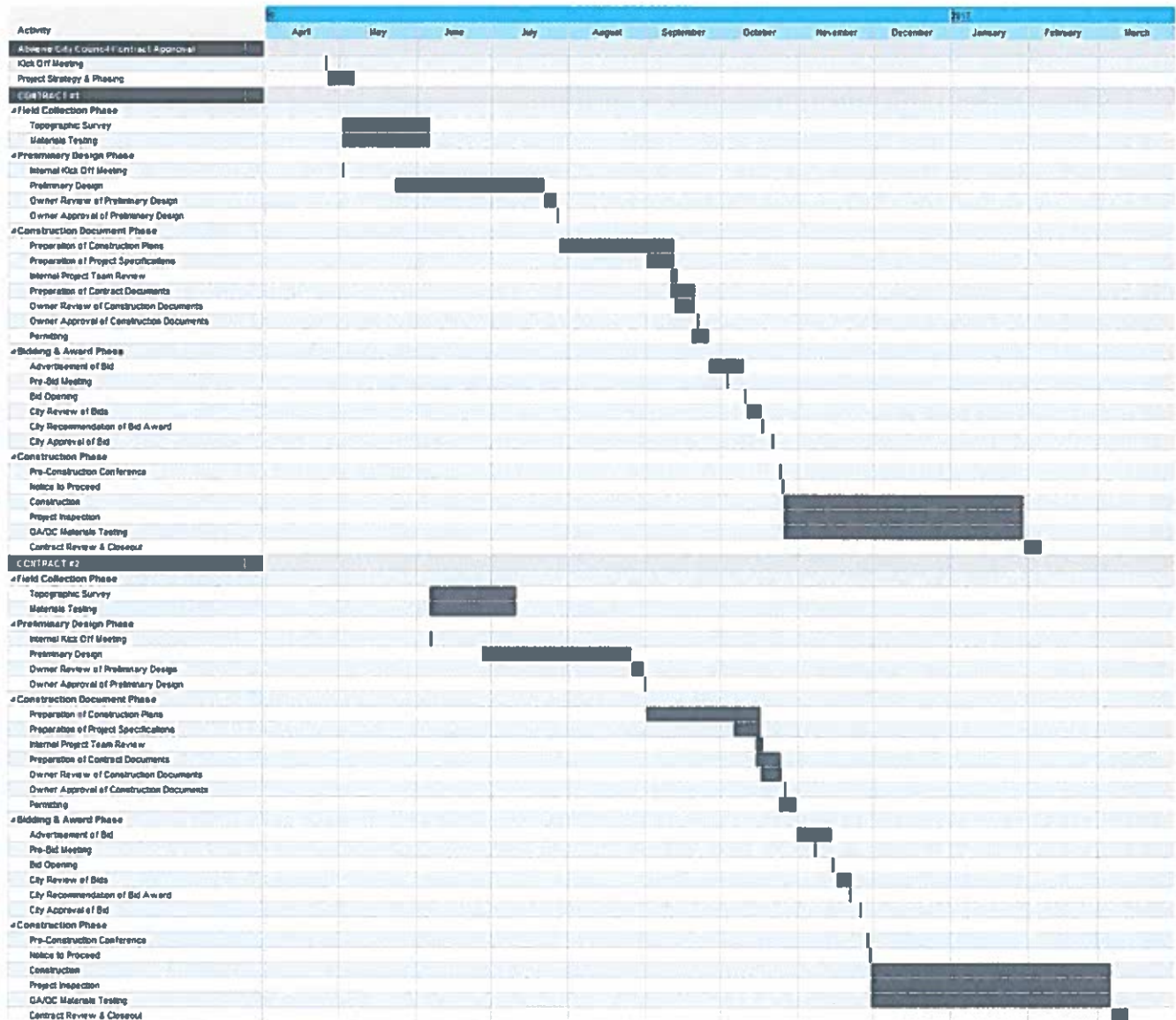
The Scope of the work will consist of the following:

- 1) Conduct all pre-construction meetings.

- 2) Review and approve all shop drawings and contractor payment requests.
Provide updated construction schedule with each contractor partial payment request.
- 3) Provide weekly construction inspection site visits to observe progress and quality of executed work and provide coordination of individual subcontractors.
- 4) Provide all required materials testing
- 5) Provide all required construction staking layout
- 6) Consult and advise the City, issue all instructions to the Contractor requested by the City, and prepare routine field orders and/or change orders as required.
- 7) Provide project inspection at time of substantial completion and punch list to contractors. Conduct in company with the city a final inspection of the project for conformance with the design concept of the project and compliance with the construction plans.



Proposed SODA Project Schedule



Project Manager:
 Tal Fillingim, P.E., C.F.M.
 325.695.1070
 tal@jacobmartin.com



325.695.1070
 817.594.9880



info@jacobmartin.com
 www.jacobmartin.com



3465 Curry Lane
 Abilene, TX 76906

1508 Santa Fe, Suite 203
 Weatherford, TX 76086

ATTACHMENT B

PAYMENT SCHEDULE

Compensation is based on the agreed guidelines below not to exceed \$358,500.00.

The following guidelines shall be used to monitor the rate for payment:

Compensation for Task 1 as described above shall be at an hourly not to exceed of \$19,000.00. Pavement Coring's and associated analysis will be provided at a rate of \$300 per coring. Invoice will be submitted upon completion of scope of work for Task 1.

Compensation for Task 2 as described above shall be at a lump sum fee of \$294,500.00. Invoice will be submitted upon approval of final construction drawings for each phase. Design and phasing schedule update report will be provided with submitted invoices. Percentage of fee applied to each phase will be based on percentage of project extents included within each phase.

Compensation for Task 3 as described above shall be at an hourly not to exceed of \$45,000.00. Invoice will be submitted monthly until the completion of construction. Construction schedule update report will be provided with submitted invoices. Fees do not include any required outside review, inspection, or filing fees. Hourly items will be provided per the attached rate schedule.

All fees are based on the project extents as shown on Exhibit A. Project extents shall not be extended without written approval from the City of Abilene. Should the project extents be increased then additional fees would be incurred. Task 1 and 3 would be at the rates per the attached rate schedule (Attachment B-1 & B-2) and Task 2 would be at a rate of 7.25% of actual construction costs.



3465 Curry Lane
Abilene, Texas 79606
325-695-1070
www.jacobmartin.com

1508 Santa Fe Drive
Suites 203
Weatherford, Texas 76086
817-594-9880

FEEES FOR PROFESSIONAL SERVICES

Principal Engineer	\$	175.00
Registered Professional Engineer - 1	\$	150.00
Registered Professional Engineer - 2	\$	130.00
Engineer-in-Training (E.I.T.)	\$	110.00
Licensed Architect	\$	140.00
Engineering Technician - 1	\$	90.00
Engineering Technician - 2	\$	70.00
Engineering Intern	\$	40.00
Environmental Coordinator	\$	90.00
GIS Technician - 1	\$	80.00
GIS Technician - 2	\$	65.00
CAD Draftsman -1	\$	75.00
CAD Draftsman -2	\$	60.00
Registered Professional Land Surveyor	\$	120.00
Surveyor-in-Training (S.I.T.)	\$	80.00
Resident Inspector (non-engineer)	\$	65.00
Clerical - 1	\$	50.00
Clerical - 2	\$	40.00

FIELD WORK

1-Man Crew or Technician	\$	65.00
2-Man Crew	\$	100.00
3-Man Crew	\$	130.00
GPS Equipment	\$	60.00
Robotic Total Station	\$	50.00
Mule	\$	30.00

Sales tax will be added where applicable.

A FACTOR OF 1.10 SHALL BE APPLIED TO THE FOLLOWING:

1. Vehicle charge - \$50.00 per day plus IRS rate per mile.
2. Reproduction - \$2.50/per copy
3. Actual cost of subsistence and lodging.
4. Actual cost of long distance telephone calls, express charges and postage, other than ordinary first class.
5. Actual cost of material required for the job and used in surveying, drafting and allied activities, including printing and reproduction costs.
6. Actual cost of special tests and services of special consultants, if required.



3465 Curry Lane
Abilene, Texas 79606
325-695-1070
www.jacobmartin.com

1508 Santa Fe Drive
Suites 203
Weatherford, Texas 76086
817-594-9880

CONSTRUCTION MATERIALS ENGINEERING AND TESTING FEES

SERVICE TIME

Registered Professional Engineer	\$	150.00
Materials Technicial Service Time	\$	50.00
Overtime (Weekends, Holidays or before 7 am or after 5 pm)	\$	62.00
Pier Observation, Hot Mix, Reinforcing Steel	\$	58.00
Overtime (Weekends, Holidays or before 7 am or after 5 pm)	\$	40.00

CONCRETE

Concrete Cylinder compressive Strength Tests	\$	20.00
Entrained Air Content Test	\$	25.00
Slump Tests, when cylinders are not made	\$	15.00
Concrete Mix Design	\$	475.00
Concrete Design Confirmation Cylinders	\$	20.00

SOILS

Atterberg Limits (Liquid Limit, Plastic Limit & P.I.)	\$	65.00
Field Compaction Tests	\$	21.00
Moisture-Density Curve (Proctor)	\$	235.00
Washed Sieve Analysis (Soil)	\$	60.00
Washed Sieve Analysis (Base Material)	\$	60.00
Unit Weight	\$	35.00
Absorption	\$	35.00
Decantation	\$	35.00
Moisture Content	\$	20.00

ASPHALT

Rice Theoretical Specific Gravity	\$	70.00
Field Density	\$	21.00

Vehicle charge - \$15.00 per trip to the project.

Travel from and return to office at IRS rate per mile, plus service time at above rates for both ways for out-of-town projects.

A FACTOR OF 1.10 SHALL BE APPLIED TO THE FOLLOWING:

1. Actual cost of subsistence and lodging.
2. Actual cost of long distance telephone calls, express charges and postage, other than ordinary first class.
3. Actual cost of material required for the job and used in surveying, drafting drafting and allied activities, including printing and reproduction costs.
4. Actual cost of special tests and services of special consultants, if required.

Exhibit A



Legend

- PROJECT EXTENTS (REHAB)
- PROJECT EXTENTS (MILL & OVERLAY)



CITY OF ABILENE, TEXAS SODA STREET REHABILITATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/2016

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

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

PRODUCER CBS Insurance, LLP 3005 South Treadaway Blvd Abilene TX 79602		CONTACT NAME: Teresa Netz, CIC, ACSR PHONE (A/C, No, Ext): (325) 695-0222 FAX (A/C, No): (325) 695-0228 E-MAIL ADDRESS: tnetz@cbsins.com															
INSURED Jacob & Martin, LLC; Jacob & Martin Leasing, LLC 3465 Curry Lane Abilene TX 79606		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Ohio Security Insurance Company</td><td></td></tr><tr><td>INSURER B: Ohio Casualty Insurance Co.</td><td></td></tr><tr><td>INSURER C: Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER D: Hanover Insurance Company</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Company		INSURER B: Ohio Casualty Insurance Co.		INSURER C: Texas Mutual Insurance Company	22945	INSURER D: Hanover Insurance Company		INSURER E:		INSURER F:	
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INSURER D: Hanover Insurance Company																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 15.16

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	BKS(16) 56429985	12/1/2015	12/1/2016	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
						MED EXP (Any one person) \$ 15,000	
						PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER:					\$	
A	AUTOMOBILE LIABILITY		BAS(16) 56429985	12/1/2015	12/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
						PIP-Basic \$ 2,500	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR	USO(16) 56429985	12/1/2015	12/1/2016	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> EXCESS LIAB					<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	TSF0001185875	12/1/2015	12/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
D	Professional Liability		LHDA384790 01	8/8/2015	8/8/2016	Per Claim 2,000,000 Aggregate 2,000,000	

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

The City of Abilene is an additional insured under the general liability policy as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Abilene P. O. Box 60 Abilene, TX 79604	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mark Beale/TNETZ

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Jacob and Martin, LLC
Abilene, TX United States

Certificate Number:
2016-33116

Date Filed:
03/30/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Abilene

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

15490
Engineering and surveying services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Turner, Derek	Abilene, TX United States	X	
	Dugger, Will	Abilene, TX United States	X	
	Fillingim, Tal	Abilene, TX United States	X	
	Harle, Kirt	Abilene, TX United States	X	
	Martin, Ken	Abilene, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT



I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Tal Fillingim
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tal Fillingim, this the 30th day of March, 20 16, to certify which, witness my hand and seal of office.

Jill Lewis

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath



**City Council
Agenda Memo**

City Council Meeting Date: 4/14/2016

TO: Robert Hanna, City Manager

FROM: Dana L. Schoening, Planning and Development Services Director

SUBJECT: Resolution: Authorizing the City Manager to enter into a contract, not to exceed a total amount of \$137,000, with Jacob & Martin, L.L.C. for engineering design and construction administration services for Proposition 3 sidewalks bond program (Schoening).

GENERAL INFORMATION

On May 9, 2015, the citizens of Abilene approved General Obligation Bonds for various public infrastructure and quality of life improvements in the city. Proposition #3 provides for the construction of sidewalks located in the City of Abilene. A total amount of \$3,800,000 is estimated to provide for engineering design, construction management and construction of sidewalks over a five year period.

The current contract proposal requested to provide for engineering design and construction management services for the Sidewalk Capital Plan, Phase 1 project. A Request for Qualifications (RFQ) process was conducted to solicit firms for engineering design and construction management services. In the RFQ review process, two firms submitted their Statement of Qualifications (SOQ) in response to the advertisement. Individual rankings were compiled by the staff review committee based on qualifications criteria and submitted SOQ for the bond project. Based upon review Jacob – Martin, L.L.C. received the highest score.

The contract approval request would authorize the City Manager to execute a contract with Jacob – Martin, L.L.C. for a not to exceed total amount of \$137,000 for the engineering design and construction management for the Sidewalk Capital Plan, Phase 1 Bond Project. Service contract includes an amount not to exceed \$27,000 for initial project data collection and analysis, a lump sum fee amount of \$56,000 for design of sidewalk improvements, an amount not to exceed \$36,000 for construction management and an amount not to exceed \$18,000 for bridge design/hydraulic analysis.

Two firms submitted Request for Qualifications to the advertisement including (1) Goodwin-Lasiter-Strong (GLS) from Bryan, Texas and (2) Jacob-Martin, L.L.C. from Abilene, Texas.

Sidewalk projects associated with the Sidewalk Capital Plan, Phase 1 include streets designated in Abilene's Safe Routes to School Plan including segments located on the following:

1. North 10th Street from Westwood Drive to Magnolia Street, near Lee Elementary School,
2. Westmoreland Street and Vogel Avenue, near Ortiz Elementary School and Mann Middle School,
3. South 32nd Street and Barrow Street, near Jackson Elementary and Madison Middle School,
4. Corsicana Avenue and Texas Avenue near Reagan Elementary School and Clack Middle School, and
5. Richland Drive from North 18th Street to North 10th Street, near Lee Elementary School.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Part of General Obligation Bonds approved May 9, 2015 by the citizens of the City of Abilene, Texas.

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
☐ Contract for Services	Cover Memo
☐ Resolution	Cover Memo



PROFESSIONAL SERVICES CONTRACT

ENGINEERS AND ARCHITECTS

This contract, dated April 14, 2016 is between the City of Abilene ("City"), and Jacob Martin, LLC ("Consultant").

The City wants to contract for design and construction administration for sidewalks bond proposal, and the Consultant will provide professional services to assist in accomplishing that objective.

The Consultant must perform services with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

I. TERMS

In consideration of the compensation stated in paragraph II, the Consultant must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Consultant must complete all services by a mutually agreed upon date.

II. PAYMENT

Payment is according to Attachment A.

III. ASSIGNMENT

The Consultant 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.

IV. 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.

V. OWNERSHIP OF DOCUMENTS AND MATERIALS

All documents and materials prepared by Consultant under the terms of this contract are the Consultant's property from the time of preparation. Consultant will deliver copies of the documents and materials to the City or make them available for inspection *whenever requested*. City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

VI. NONDISCLOSURE

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

VII. 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.

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

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

"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.

B. Indemnity

The Consultant shall indemnify, hold harmless and defend the City against liability for damage that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant or the Consultant's agent, or another entity over which the Consultant exercises control.

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

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

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

VIII. INSURANCE

A. GENERAL REQUIREMENTS

The Consultant agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Consultant is solely responsible for providing the required certificates of insurance. The City may terminate this agreement if the Consultant 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's Office of Risk Management 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 Consultant 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 Consultant must furnish new certificates or copies of the policy before the expiration date.

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>
<u> x </u> 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
<u> x </u> 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)
<u> x </u> 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)
<u> x </u> 4. Professional Liability	\$500,000 combined single limit (per occurrence)
<u> </u> 5. See Addendum for Special Coverages and/or revisions	
<u> </u> 6. No Insurance Required	

IX. 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.

X. TERMINATION

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

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

The Consultant, however, is not relieved of liability to the City for damages sustained by the City because of any breach of contract by Consultant. The City may withhold any payments to Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

XI. PROJECT REPRESENTATION

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

XII. 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: Dana L. Schoening
Planning and Dev. Services
City of Abilene
555 Walnut Street
Abilene, TX 79601**

**Consultant: - ATTN: Tal Finingim, P.E., CFM
Jacob-Martin
3465 Curry Ln.
Abilene, TX 79606
(325) 695-1070
www.jacobmartin.com**

III. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XIV. NO INDEBTEDNESS

Consultant 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. Consultant 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.

XV. 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.

XVI. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVII. 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, 500 Chestnut St., 6th floor, Abilene, Texas, 79602, 325-690-0300.

XVIII. 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 Consultant. The Consultant 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 Consultant 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.

IN WITNESS HEREOF the parties have executed this agreement.

CITY OF ABILENE

[INSERT CONSULTANT'S NAME]

By: _____

By: _____

Title: City Manager

Title: _____

ATTEST:

Address: _____

Phone Number: _____

Fax Number: _____

Federal Tax I.D.# _____

APPROVED:

City Attorney

ATTEST: (If Corporation)

Risk Manager

Corporation's Secretary

Corporate Seal (if available): |

ATTACHMENT A

Scope of Work

Jacob & Martin, LLC. SCOPE OF SERVICES

PROJECT:

Engineering and construction administration services, including surveying, materials testing, and inspection for the design of sidewalk improvements for the Sidewalk Capital Plan Phase 1.

Task 1 – Initial Project Data Collection and Analysis

The Scope of the work will consist of the following:

- 1) Topographic survey, visible utilities, driveways, obstructions, and other associated field data collection necessary to prepare construction documents.
- 2) All required existing soil sample, material tests, and lab analysis.

Task 2 – Design of Sidewalk Improvements

The Scope of the work will consist of the following:

- 1) Responsible for design, recommendations, and cost estimates that include installation, replacement and improvements to pedestrian signals, warning devices, crosswalks and other associated elements and intersections and or other applicable locations. This also includes sidewalk section design, including evaluations and analysis of horizontal alignment and placement within right-of-way.
- 2) Develop schematic designs, provide design development, prepare construction documents, specifications, and associated cost estimates for sidewalk improvements in accordance with City of Abilene requirements. Prepare detailed construction plans for the purpose of bidding and constructing the sidewalk and sidewalk ramp improvements. This shall include all required dimensional control layouts, paving and grading plans, and all associated construction details.
- 3) Coordinate plan review and approval, including any required TDLR Handicap Accessibility reviews in accordance with Americans with Disabilities Act.
- 4) Prepare bid documents and assist in the bidding and letting process.
- 5) Attend all design and project coordination meetings as required.

Task 3 – Construction Administration/Management of Designed Sidewalk Improvements

The Scope of the work will consist of the following:

- 1) Conduct all pre-construction meetings.

- 2) Review and approve all shop drawings and contractor payment requests.
- 3) Provide weekly construction inspection site visits to observe progress and quality of executed work. Inspections on a weekly basis as a minimum and at significant points in construction such as completion of framing, at least once on a day with a concrete pour prior to the commencement of the pour.
- 4) Provide all required materials testing
- 5) Provide limited construction staking layout to include up to two (2) benchmarks at each of the designated project locations.
- 6) Consult and advise the City, issue all instructions to the Contractor requested by the City, and prepare routine field orders and/or change orders as required.
- 7) Provide project inspection at time of substantial completion and punch list to contractors. Conduct in company with the city a final inspection of the project for conformance with the design concept of the project and compliance with the construction plans.

Task 4 – Bridge Design and Hydraulic Analysis

The Scope of the work will consist of the following:

- 1) Develop schematic designs, provide design development, prepare construction documents, and specifications for any required bridge design or bridge structure modifications. Prepare detailed construction plans for the purpose of bidding and constructing the bridge improvements. This shall include all required dimensional control layouts, paving and grading plans, and all associated construction details.
- 2) Provide all necessary hydraulic analysis, modeling, floodplain evaluations, and associated mapping for any required bridge improvements. This scope does not include letter of map revisions.

Compensation Payment Schedule

Compensation for Task 1 as described above shall be at an hourly not to exceed of \$27,000.00. Invoice will be submitted upon submittal of preliminary construction drawings.

Compensation for Task 2 as described above shall be at a lump sum fee of \$56,000.00. Invoice will be submitted upon approval of final construction drawings.

Compensation for Task 3 as described above shall be at an hourly not to exceed of \$36,000.00. Invoice will be submitted monthly until the completion of construction.

Compensation for Task 4 as described above shall be at an hourly not to exceed of \$18,000.00. Invoice will be submitted upon approval of final construction drawings.

Fees do not include any required outside review, inspection, or filing fees. Hourly items will be provided per the attached rate schedule. All fees are based on the project extents as provided in the attached exhibits.

Should the project extents be increased then additional fees would be incurred. Task 1 and 3 would be at the rates per the attached rate schedule and Task 2 would be at a rate of 8.0% of actual construction costs. |

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT WITH JACOB – MARTIN, L.L.C. FOR ENGINEERING DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR SIDEWALK CAPITAL PLAN, PHASE 1 BOND PROJECT.

WHEREAS, on May 9th, 2015 voters approved Proposition 3 which allowed for the issuance of \$3,800,000 in General Obligation Bonds for the construction of sidewalks in the City of Abilene, Texas, and

WHEREAS, a Request for Qualifications (RFQ) process was conducted to solicit firms for engineering design and construction management services. In the RFQ review process, two firms submitted their Statement of Qualifications (SOQ) in response to the advertisement, and

WHEREAS, individual rankings were compiled by the staff review committee based on qualifications criteria and submitted SOQ for the bond project. Based upon review Jacob – Martin, L.L.C. received the highest score.

WHEREAS, the City Council authorizes the City Manager to execute a contract with Jacob – Martin, L.L.C. for a not to exceed total amount of \$137,000 for the engineering design and construction management for the Sidewalk Capital Plan, Phase 1 Bond Project. Service contract includes an amount not to exceed \$27,000 for initial project data collection and analysis, a lump sum fee amount of \$56,000 for design of sidewalk improvements, an amount not to exceed \$36,000 for construction management and an amount not to exceed \$18,000 for bridge design/hydraulic analysis.

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

PART 1: That the City Manager is hereby authorized to execute a contract with Jacob – Martin for engineering design and construction management services for the Sidewalk Capital Plan, Phase 1 Bond Project.

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

ADOPTED this 14th day of April, 2016.

ATTEST:

Danette Dunlap, City Secretary

Norm Archibald, Mayor

APPROVED:

Stanley Smith, Interim City Attorney



**City Council
Agenda Memo**

City Council Meeting Date: 4/14/2016

TO: Robert Hanna, City Manager

FROM: Dana Schoening, Director Planning & Development Services

SUBJECT: Ordinance & Public Hearing: (Final Reading) Z-2016-08 A request from Stripes West at I-20, agent Stripes LLC, to rezone property from AO (Agricultural Open Space) to GC (General Commercial) zoning, being approximately 10.01 acres located at the southwest corner of Interstate 20 & Loop 322. *(Schoening)*

GENERAL INFORMATION

Currently the property is undeveloped. The adjacent properties are also largely undeveloped with only a few businesses & homes nearby. The applicant is proposing to develop a large fuel sales & convenience store development. Due to its location at the intersection of 2 expressways, the site will cater to large trucks in addition to passenger vehicles.

The Future Land Use section of the Comprehensive Plan designates this general area as low density residential with open space. Interstate 20 & Loop 322 are both designated as 'expressway' on the Master Thoroughfare Plan. EN 10th St is designated as an 'arterial' roadway and an 'enhancement corridor'. The property just outside of the 'Gateway/Business- Industrial' area located further east along I-20. It is anticipated that this area will develop as a retail/commercial node. The intersection of the 2 expressways and an arterial street creates a node that lends itself to future office & retail uses. The requested zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval as requested.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval as requested by a vote of 5 in favor (Calk,

Dunnahoo, McClarty, Rosenbaum, & Famble) and none opposed.

ATTACHMENTS:

Description	Type
▣ Ordinance Cover	Ordinance
▣ Ordinance Exhibit	Ordinance
▣ Staff Report with Maps	Backup Material
▣ Surrounding Property Owner Response	Backup Material

ORDINANCE NO. _____

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

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

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 this 24th day of March, A.D. 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of February 2016, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 14th day of April, 2016 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 14th day of April, A.D. 2016.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from AO (Agricultural Open Space) to GC (General Commercial) zoning.

Legal Description:

A1431 SUR 32 B A L SE/4, ACRES 9.73



Location:

Being ±10.01 acres located at the southwest corner of Interstate 20 & Loop 322

-END-

ZONING CASE Z-2016-08

STAFF REPORT



APPLICANT INFORMATION:

Stripes West at I-20
Agent: Stripes LLC

HEARING DATES:

P & Z Commission: March 7, 2016
City Council 1st Reading: March 24, 2016
City Council 2nd Reading: April 14, 2016

LOCATION:

Being approximately 10.01 acres located at the southwest corner of Interstate 20 & Loop 322

REQUESTED ACTION:

Rezone property from AO (Agricultural Open Space) to GC (General Commercial) zoning



SITE CHARACTERISTICS:

The subject parcel totals approximately 10.01 acres and is currently zoned AO. It is currently undeveloped and proposed to be a large fuel sales & convenience store development. The adjacent properties are zoned AO to the west and GC to the south. The property across Loop 322 to the east is zoned AO. There is a mix of AO, GC, GR (General Retail), & LI (Light Industrial) across Interstate 20.

ZONING HISTORY:

The property was annexed in 1964 and zoned AO at that time.

ANALYSIS:

• Current Planning Analysis

Currently the property is undeveloped. The adjacent properties are also largely undeveloped with only a few businesses & homes nearby. The applicant is proposing to develop a large fuel sales & convenience store development. Due to its location at the intersection of 2 expressways, the site will cater to large trucks in addition to passenger vehicles.

• Comprehensive Planning Analysis

The Future Land Use section of the Comprehensive Plan designates this general area as low density residential with open space. Interstate 20 & Loop 322 are both designated as 'expressway' on the Master Thoroughfare Plan. EN 10th St is designated as an 'arterial' roadway and an 'enhancement corridor'. The property just outside of the 'Gateway/Business-Industrial' area located further east along I-20. It is anticipated that this area will develop as a retail/commercial node. The intersection of the 2 expressways and an arterial street creates a node that lends itself to future office & retail uses. The requested zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

PLANNING STAFF RECOMMENDATION:

Staff recommends approval as requested.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

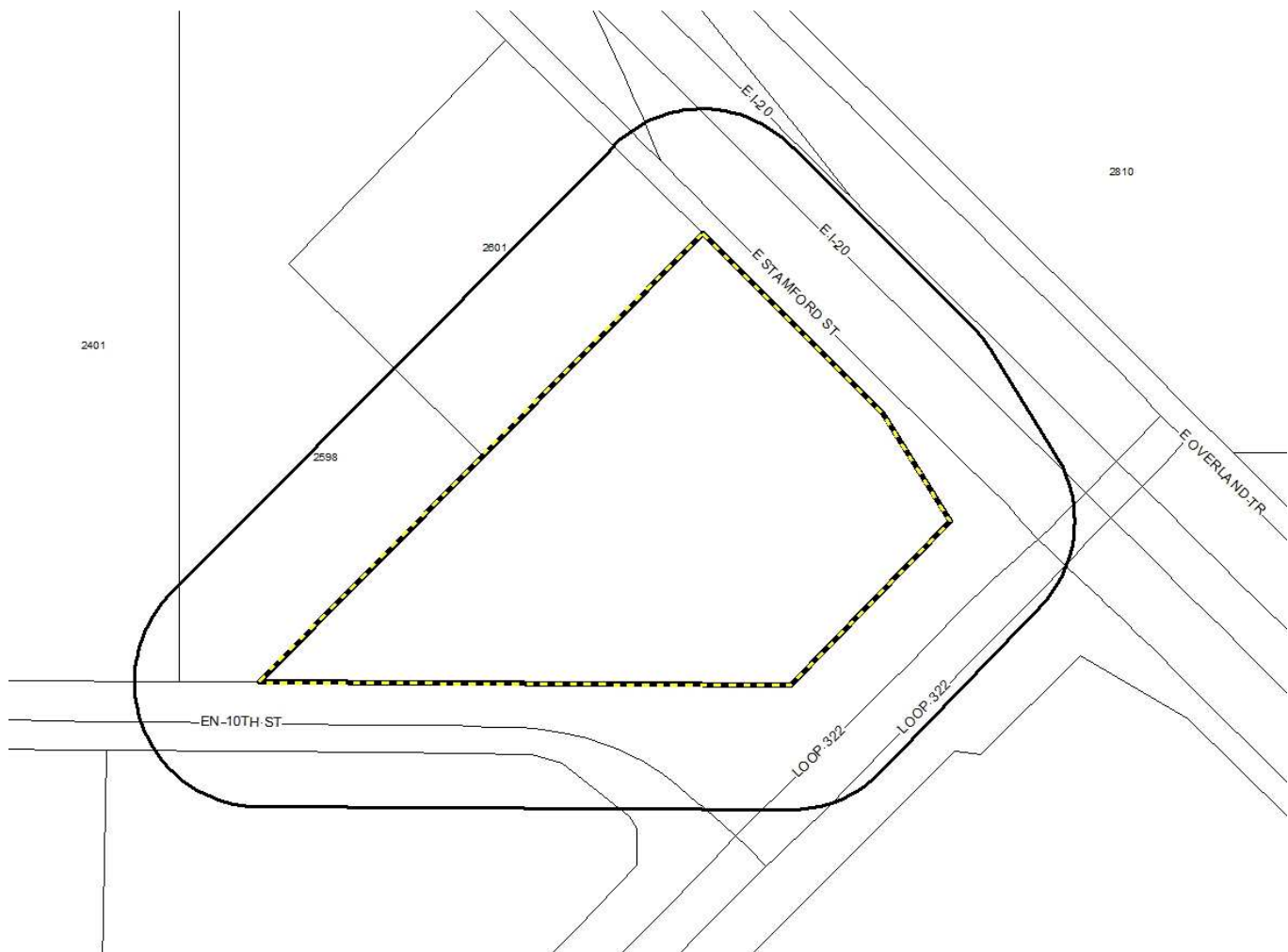
The Planning and Zoning Commission recommends approval as requested by a vote of 5 in favor (Calk, Dunnahoo, McClarty, Rosenbaum, & Famble) and none opposed.

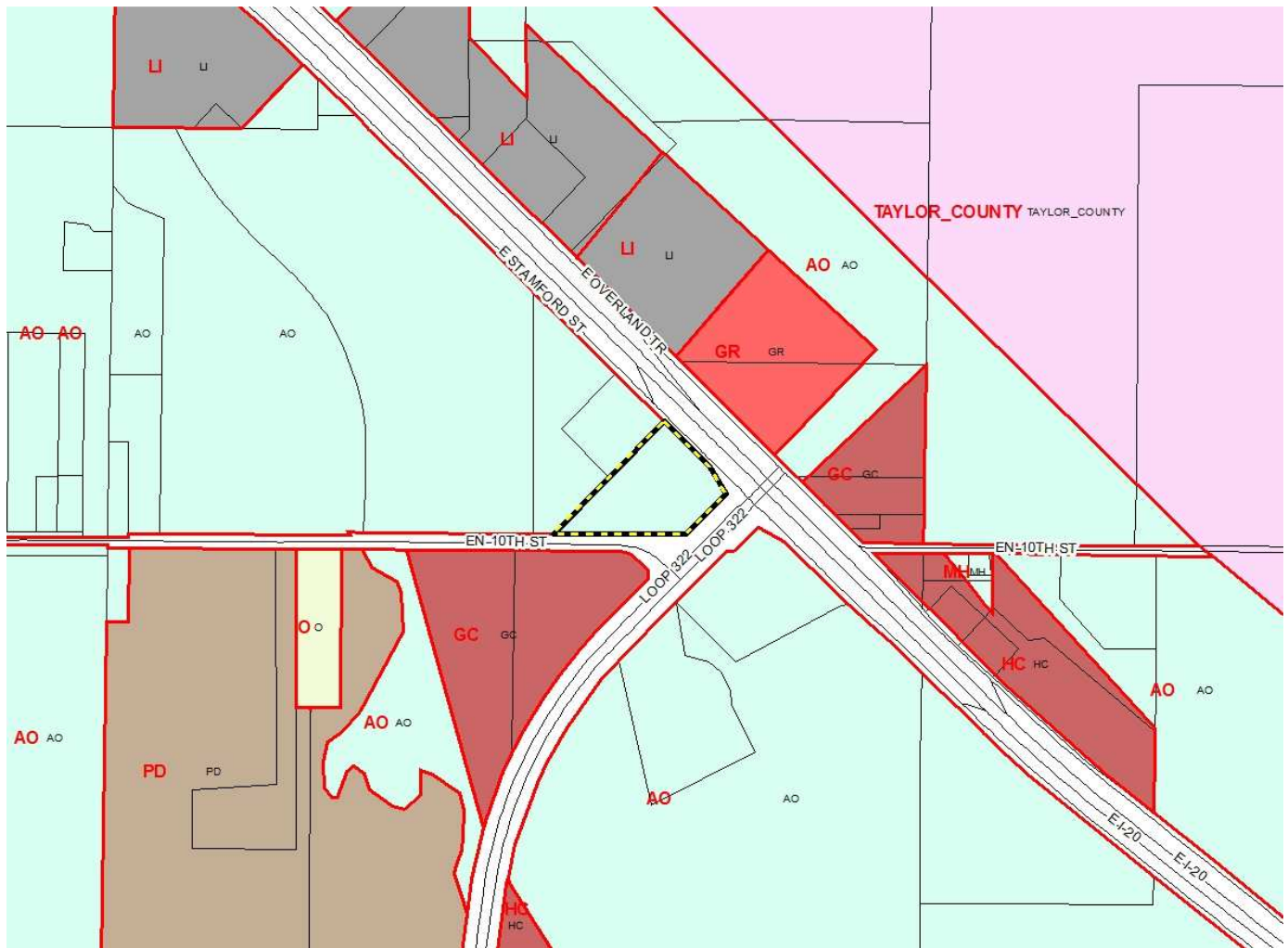
NOTIFICATION:

Property owners within a 200-foot radius were notified of the request.

OWNER	ADDRESS	RESPONSE
LEIJA LETICIA	2601 E STAMFORD ST	
FIRST FINANCIAL TRUST & ASSET	2401 E STAMFORD ST	
ABILENE CHRISTIAN UNIVERSITY		
FIRST FINANCIAL TRUST & ASSET	2598 EN 10TH ST	
TOWN & COUNTRY FOOD STORES INC		

0 in Favor- **Y**
0 Opposed- **N**









From: Hanna, Robert
Sent: Wednesday, March 23, 2016 1:43 PM
To: City Council
Cc: Schoening, Dana; Childers, James
Subject: FW: Zoning request

Mayor and Council:

I am forwarding the concerns of Mr. Gorman. By copy, I am asking the Planning Department to include it in the records.

Thank you.

-RH

From: Gorman, Wesley A [<mailto:wesley.gorman@abileneisd.org>]
Sent: Wednesday, March 23, 2016 12:35 PM
To: Hanna, Robert
Subject: Zoning request

I wanted you to be aware of my opposition to a zoning request for the property at the east end of East North 10th Street, the "corner" between East North 10th, I-20 and Loop 322. Stripes has requested a zoning change from Agriculture/Open space to General Commercial, and their plan is to put in a 10-acre truck stop at that location. The proposal and the zoning committee's recommendation of approval are agenda items at tomorrow's council meeting.

Please be aware that I am totally opposed to the zoning change. I believe there are other parcels of property that are available along the I-20 corridor that would be better suited to their needs, while avoiding the inevitable traffic and safety nightmares at the end of the road. I already believe that the end of the street is dangerous enough with cars and trucks traveling north on 322 at 75 miles an hour, around a curve and over a hill toward the highway. Getting onto 322 from 10th is extremely dangerous already. Adding the parking and entrance-way snarl of traffic that a full-service truck stop and convenience store plaza would bring would be disastrous, in my opinion. And, the residents of East North 10th, while their number may be "only a few," would not wish to have the additional truck traffic that will inevitably occur along 10th. Most of the few residents who live along 10th east of Judge Ely chose to do so because of the reduced amount of traffic.

Thank you for your consideration.



WES GORMAN

English III/Boys Athletics/Freshman Football
Abilene High School
2800 North 6th Street
Abilene, TX 79603
(325) 677-1731, ext. 8771



**City Council
Agenda Memo**

City Council Meeting Date: 4/14/2016

TO: Robert Hanna, City Manager

FROM: Dana Schoening, Director Planning & Development Services

SUBJECT: Ordinance & Public Hearing: (Final Reading) Z-2016-10 A request from Robert Martinez, to rezone property from PD-37 (Planned Development) & AO (Agricultural Open Space) to RS-6 (Single-Family Residential) zoning, being approximately 49.03 acres located on the south side of the 4000-4200 Blocks of Forrest Hill Rd. (Schoening)

GENERAL INFORMATION

Currently the property is undeveloped. The adjacent properties are halfway developed with single-family residential development to the north & south. The Mesa Springs retirement community exists to the west. The applicant is proposing to develop a new single-family residential subdivision similar to the adjacent similar developments. PD-37 was created to allow for the Mesa Springs development but indicated the majority of the property (to the east) to allow for medium-density residential (RM-3 at the time) development.

The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential'. There is a flood hazard area along the western edge of the proposed site that affects a portion of the property, especially in the southern portion. Forrest Hill Rd is designated as a 'collector' roadway. A planned collector roadway is also required in the southern portion of the property. The subdivision will have primary access from Forrest Hill Rd with connections to the Mesquite Forest subdivision to the south and street stub-outs to the east & west for future connection. The requested zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval as requested.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval as requested by a vote of 5 in favor (Calk,

Dunnahoo, McClarty, Rosenbaum, & Famble) and none opposed.

ATTACHMENTS:

Description	Type
▣ Ordinance Cover	Ordinance
▣ Ordinance Exhibit	Ordinance
▣ Staff Report with Maps	Backup Material
▣ Surrounding Property Owner Responses	Backup Material

ORDINANCE NO. _____

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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 this 24th day of March, A.D. 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of February 2016, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 14th day of April, 2016 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 14th day of April, A.D. 2016.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

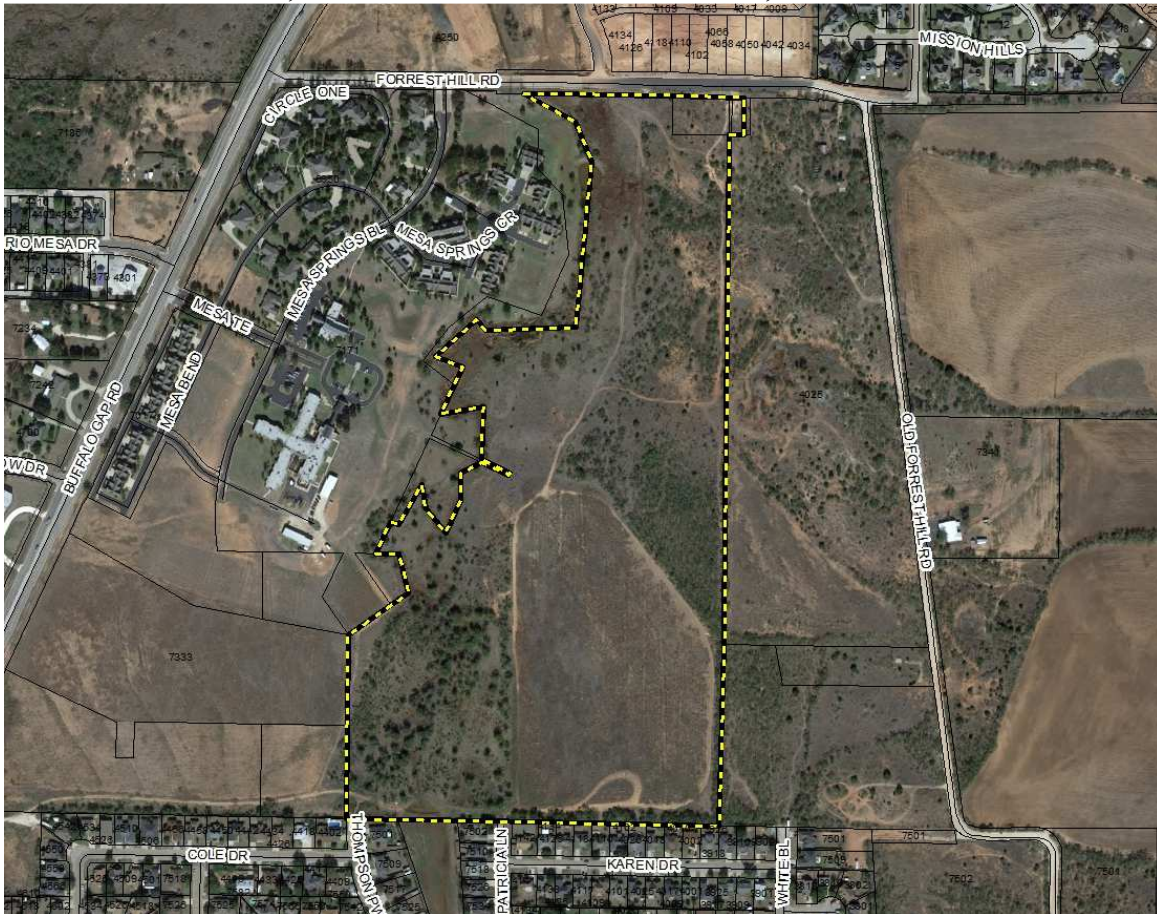
Rezone property from PD-37 (Planned Development) & AO (Agricultural Open Space) to RS-6 (Single-Family Residential) zoning.

Legal Description:

A1259 G E HARLAND PRE, ACRES 48.442

A1259 G E HARLAND PRE, ACRES 0.444

A1366 T C GARNER, TRACT 50 X 150 NW COR SUB 1, ACRES 0.145



Location:

Being ±49.03 acres located on the south side of the 4000-4200 Blocks of Forrest Hill Rd

-END-

ZONING CASE Z-2016-10

STAFF REPORT



APPLICANT INFORMATION:

Robert Martinez

HEARING DATES:

P & Z Commission: March 7, 2016

City Council 1st Reading: March 24, 2016

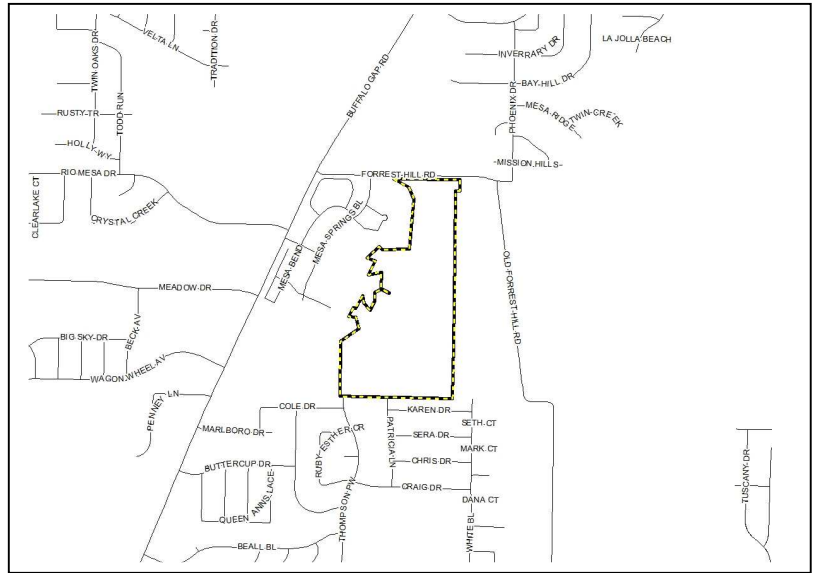
City Council 2nd Reading: April 14, 2016

LOCATION:

Being ±49.03 acres located on the south side of the 4000-4200 Blocks of Forrest Hill Rd

REQUESTED ACTION:

Rezone property from PD-37 (Planned Development) & AO (Agricultural Open Space) to RS-6 (Single-Family Residential) zoning



SITE CHARACTERISTICS:

The subject parcel totals approximately 49.03 acres and is currently zoned PD-37 and AO. It is undeveloped and proposed to be a new single-family residential subdivision. The adjacent properties are zoned AO & RS-6 to the north, AO to the east, RS-6 to the south, and PD-37 to the west.

ZONING HISTORY:

The property was annexed in 1980 and zoned PD-37 in 1986 to accommodate the Mesa Springs development.

ANALYSIS:

• Current Planning Analysis

Currently the property is undeveloped. The adjacent properties are halfway developed with single-family residential development to the north & south. The Mesa Springs retirement community exists to the west. The applicant is proposing to develop a new single-family residential subdivision similar to the adjacent similar developments. PD-37 was created to allow for the Mesa Springs development but indicated the majority of the property (to the east) to allow for medium-density residential (RM-3 at the time) development.

• Comprehensive Planning Analysis

The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential'. There is a flood hazard area along the western edge of the proposed site that affects a portion of the property, especially in the southern portion. Forrest Hill Rd is designated as a 'collector' roadway. A planned collector roadway is also required in the southern portion of the property. The subdivision will have primary access from Forrest Hill Rd with connections to the Mesquite Forest subdivision to the south and street stub-outs to

the east & west for future connection. The requested zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

PLANNING STAFF RECOMMENDATION:

Staff recommends approval as requested.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommends approval as requested by a vote of 5 in favor (Calk, Dunnahoo, McClarty, Rosenbaum, & Famble) and none opposed.

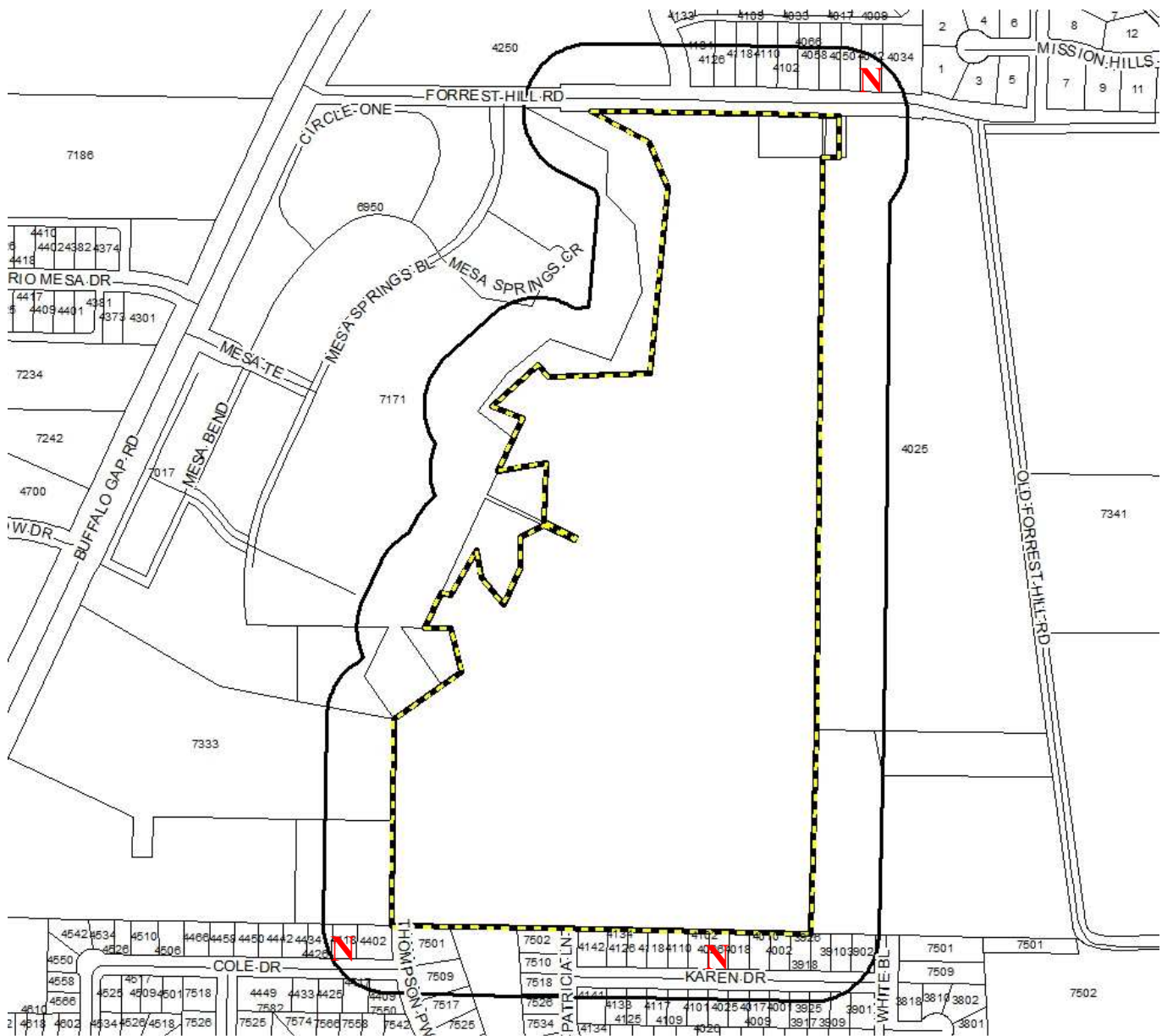
NOTIFICATION:

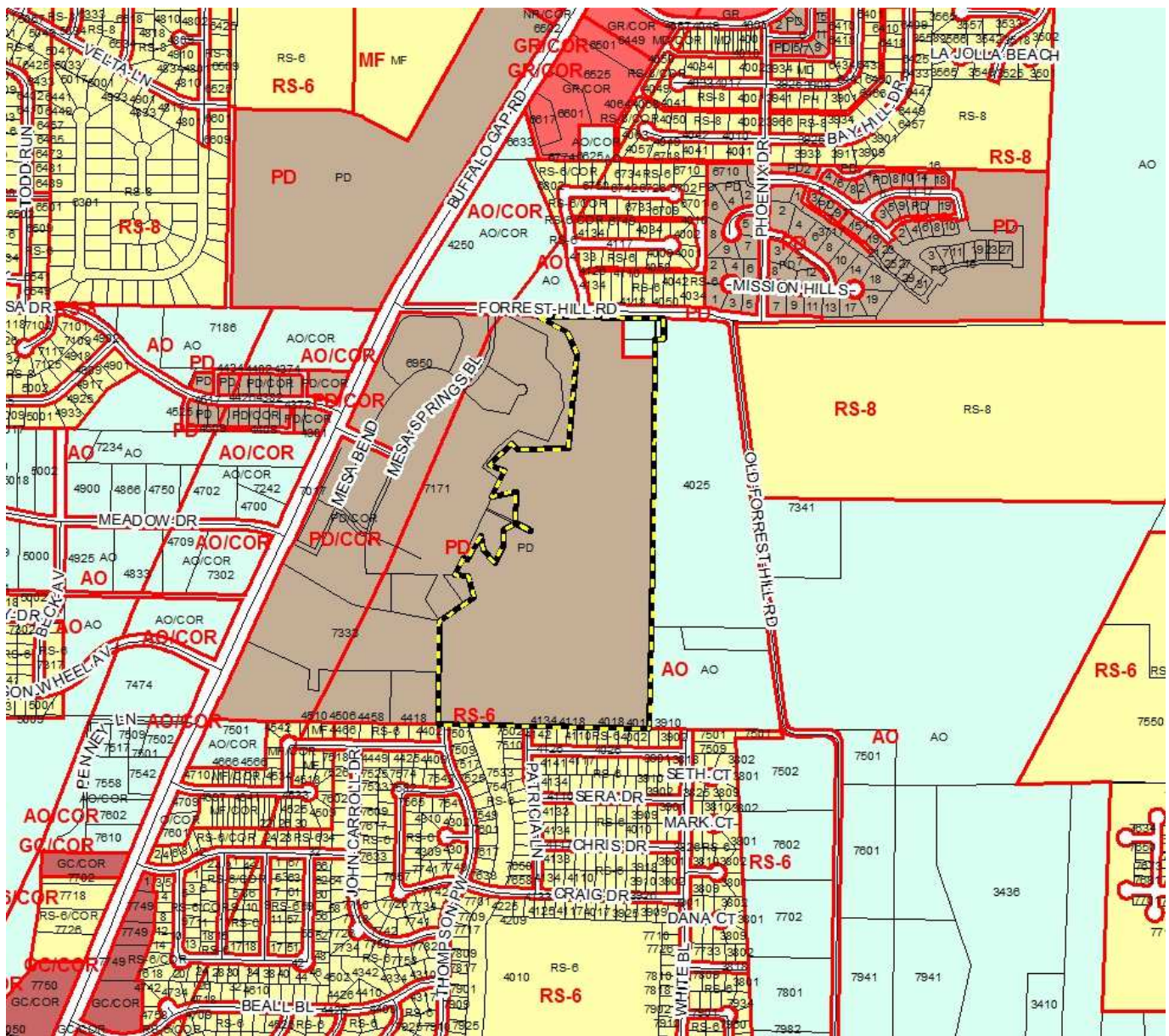
Property owners within a 200-foot radius were notified of the request.

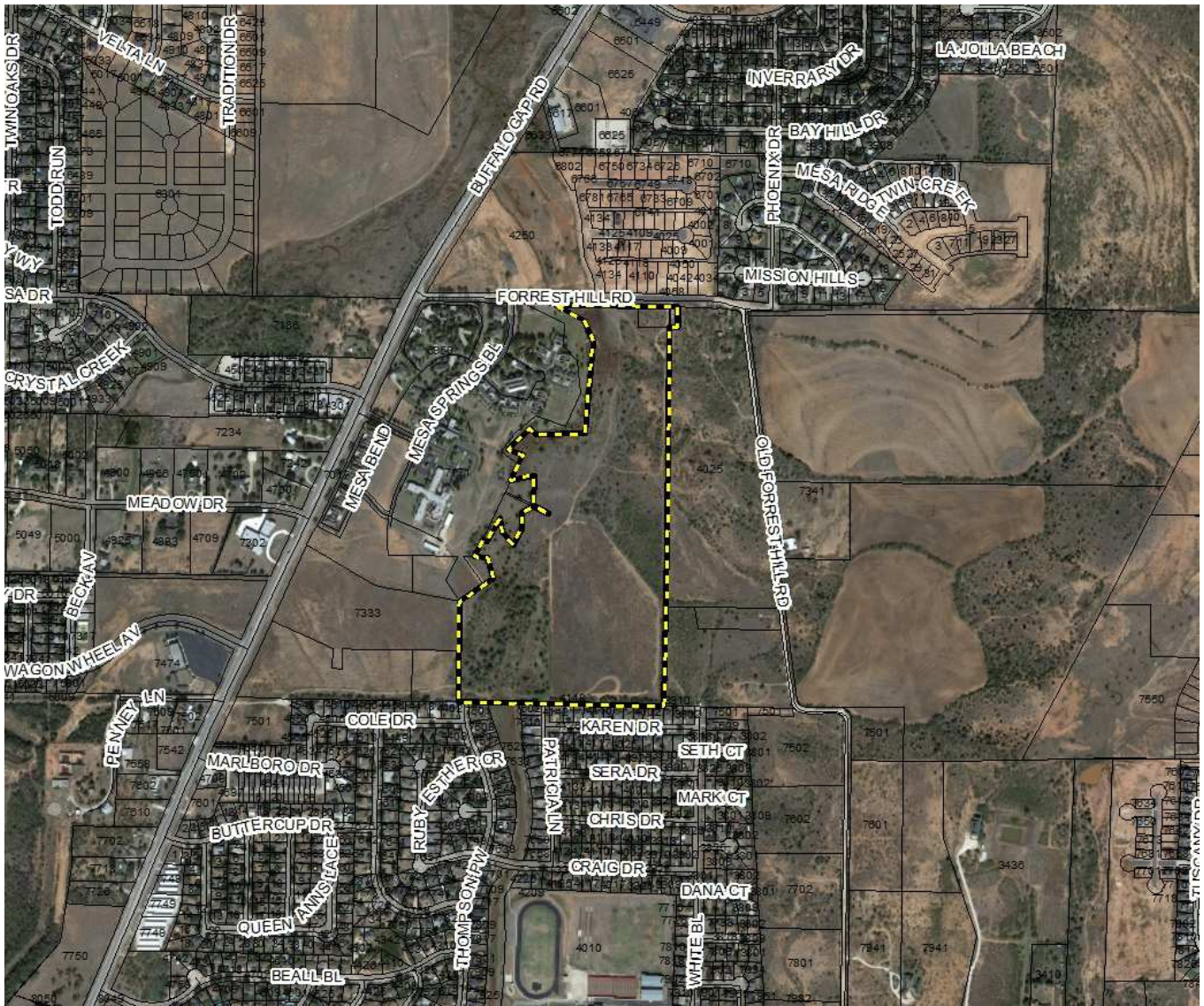
OWNER	ADDRESS	RESPONSE
AJWO INC	4134 FORREST HILL RD	
FRITZ ALICIA	3926 KAREN DR	
AJWO INC	4250 FORREST HILL RD	
CALDWELL CHARLES & MARY	4418 COLE DR	Opposed
NICHOLS KIRK W & LYNNETTE K	4118 KAREN DR	
RIO MESA HEALTH HOLDINGS LLC		
SCIOTO PROPERTIES SP 16 LLC	4417 COLE DR	
MOSS PAMELA	3917 KAREN DR	
RIEVE RAYMOND BROOKS	3925 KAREN DR	
MILLER SAMANTHA M	4117 KAREN DR	
WOLLENBERG ROBERT RAYMOND	4017 KAREN DR	
EDWARDS JANET L	4142 KAREN DR	
AJWO INC	4118 FORREST HILL RD	
AJWO INC	4058 FORREST HILL RD	
MARTINEZ ROBERT & REBECCA		
BETLEY ADAM	4102 KAREN DR	
YOUNG TERRY R & TIFFANY R	4002 KAREN DR	
MARTINEZ ROBERT & REBECCA		
JOHNSON JACKQUELINE T	3918 KAREN DR	
KNIGHTSTEP DANIEL D & JANENE L	4025 KAREN DR	
RAMOS RUBY LYN & LAURO	4125 KAREN DR	
FERNANDEZ JOSEPH & RANDI	3909 KAREN DR	
AJWO INC		
INTERNATIONAL MEDICAL CHRISTIAN MINISTRIES INC		
HOWELL DENNIS H & HELEN JEWELL	7526 PATRICIA LN	
MARTINEZ ROBERT & REBECCA		
SAENZ LARRY E & LILIANNA	4010 KAREN DR	
LIVINGSTON JOEL D & BOBBI J	7510 PATRICIA LN	
NIBLETT JOHN ROBERT	4426 COLE DR	
THOMPSON J W REV TRUST	4025 FORREST HILL RD	
WEILERT STEVE G & VALERIE J	4126 KAREN DR	
LAIL BARBARA A	7517 THOMPSON PW	
AJWO INC	4034 FORREST HILL RD	

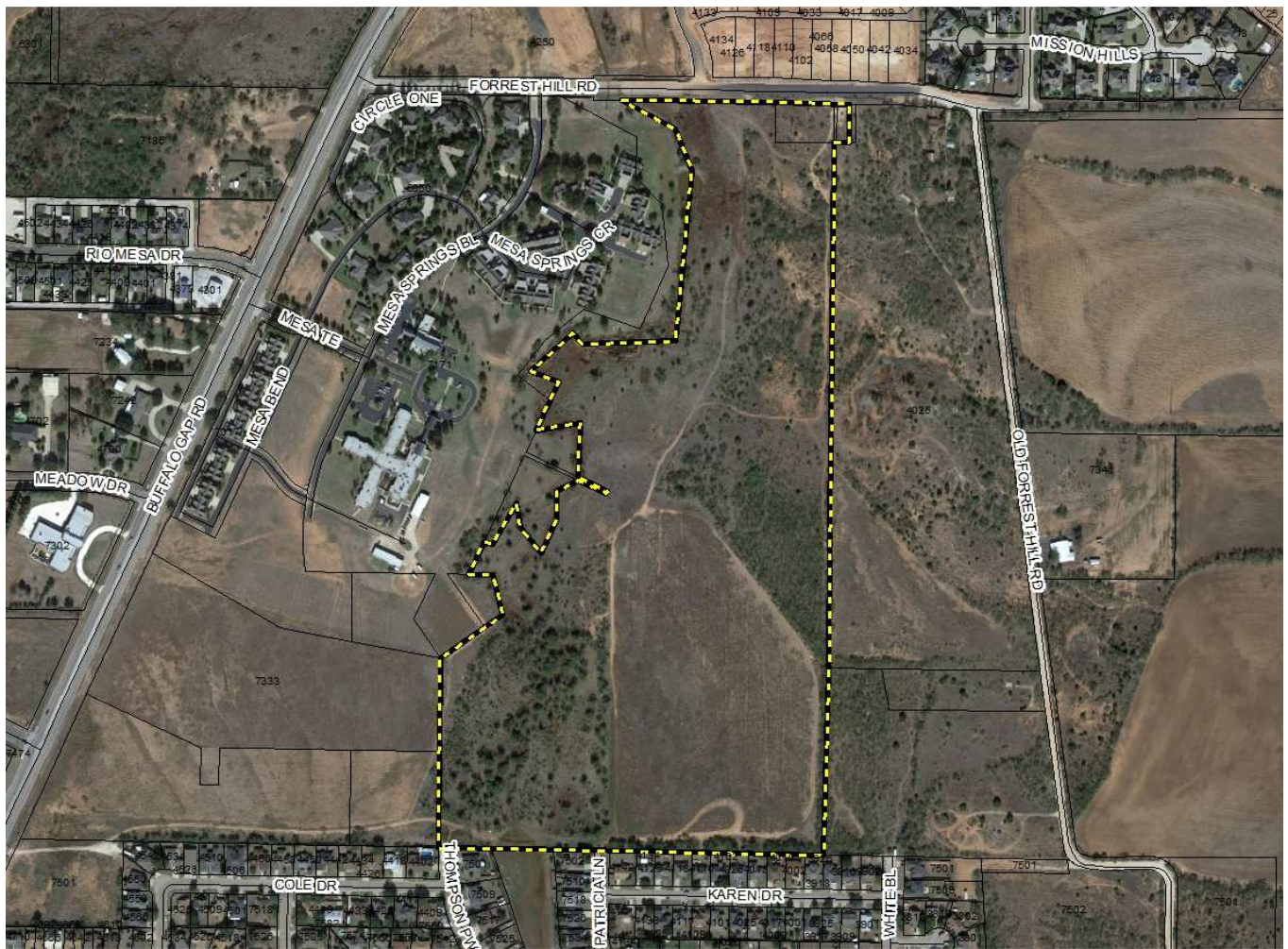
	4050 FORREST HILL RD	
WILLIAMS RUDDIE MILTON JR & MELISSA JANELL	3910 KAREN DR	
DELANCY CHARLES EMORY & LYNN ELLEN	4026 KAREN DR	Opposed
ROCHA JOHN N	4110 KAREN DR	
RICKERT GARY	4133 KAREN DR	
WEST LOGAN E	3902 KAREN DR	
OSORIO ERIKA	4018 KAREN DR	
RIO MESA HEALTH HOLDINGS LLC	7171 BUFFALO GAP RD	
AJWO INC		
AJWO INC	4110 FORREST HILL RD	
WYLIE UNITED METHODIST CHURCH	7333 BUFFALO GAP RD	
GRIFFIN JAMES B & MARGARET C	4402 COLE DR	
BERRY KENNY RAY & NATALIE CAROL	7501 THOMPSON PW	
MASSEY JAMES C JR	7518 PATRICIA LN	
JOHNSON JUSTIN	7509 THOMPSON PW	
GIANNOPOULOS NICKOLAOS & ERZSEBET	4409 COLE DR	
LANIER PROPERTIES LLC	4141 KAREN DR	
THORNBURGH HELEN N	4134 KAREN DR	
ROMAN VICTOR M & LAURA I	4001 KAREN DR	
HARRIS JUDY	4101 KAREN DR	
GILL BEVERLY J	7502 PATRICIA LN	
HOLCOMBE BEAUREGARD J & LASHONDA	4009 KAREN DR	
WELLS FARGO BANK NA	4109 KAREN DR	
RIO MESA HEALTH HOLDINGS LLC		
RIO MESA HEALTH HOLDINGS LLC		
AJWO INC	4126 FORREST HILL RD	
AJWO INC	4102 FORREST HILL RD	
MINEAR TOBY L & DIANA F	4042 FORREST HILL RD	Opposed
AJWO INC	4066 FORREST HILL RD	

0 in Favor- **Y**
 3 Opposed- **N**

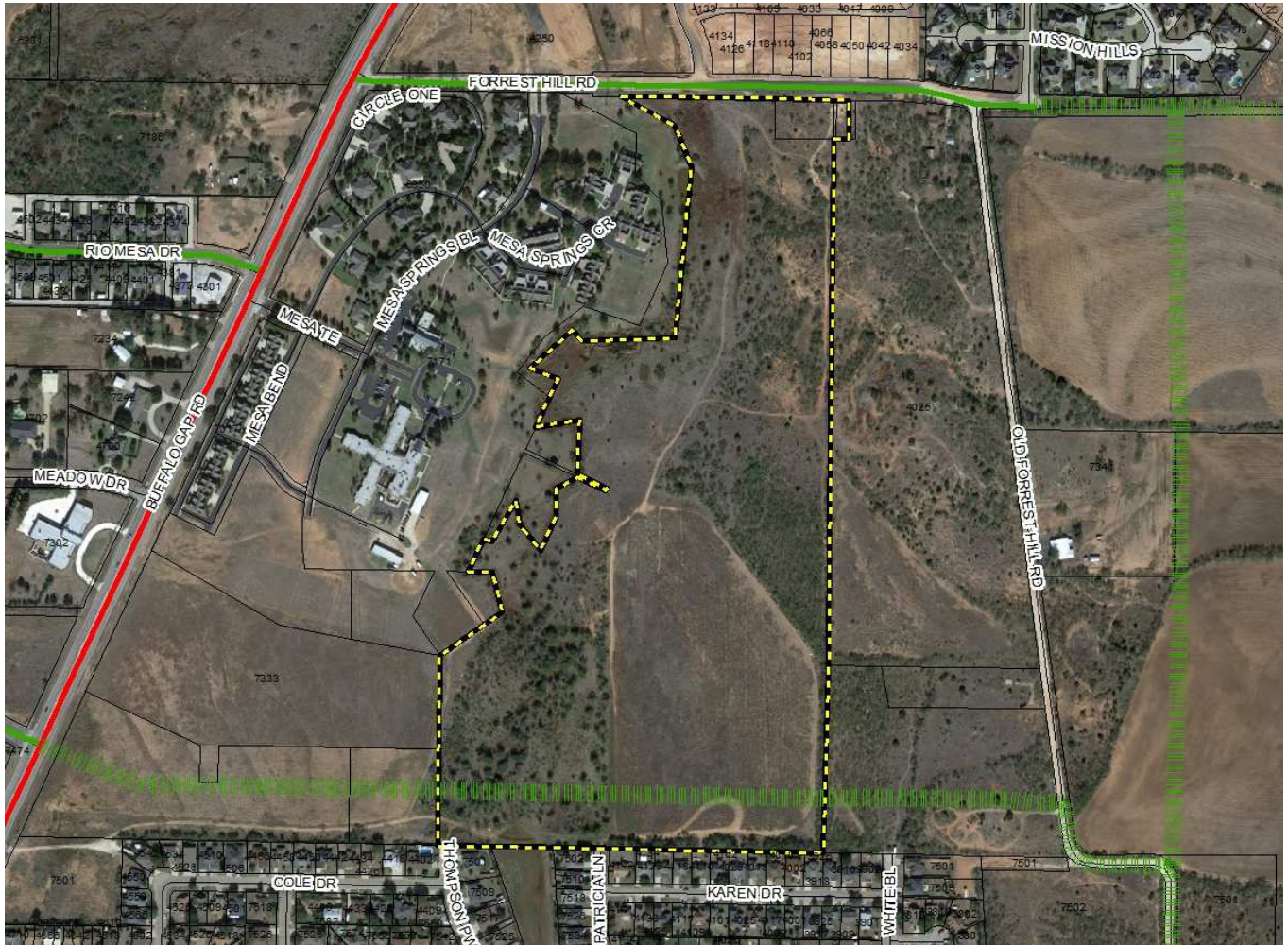




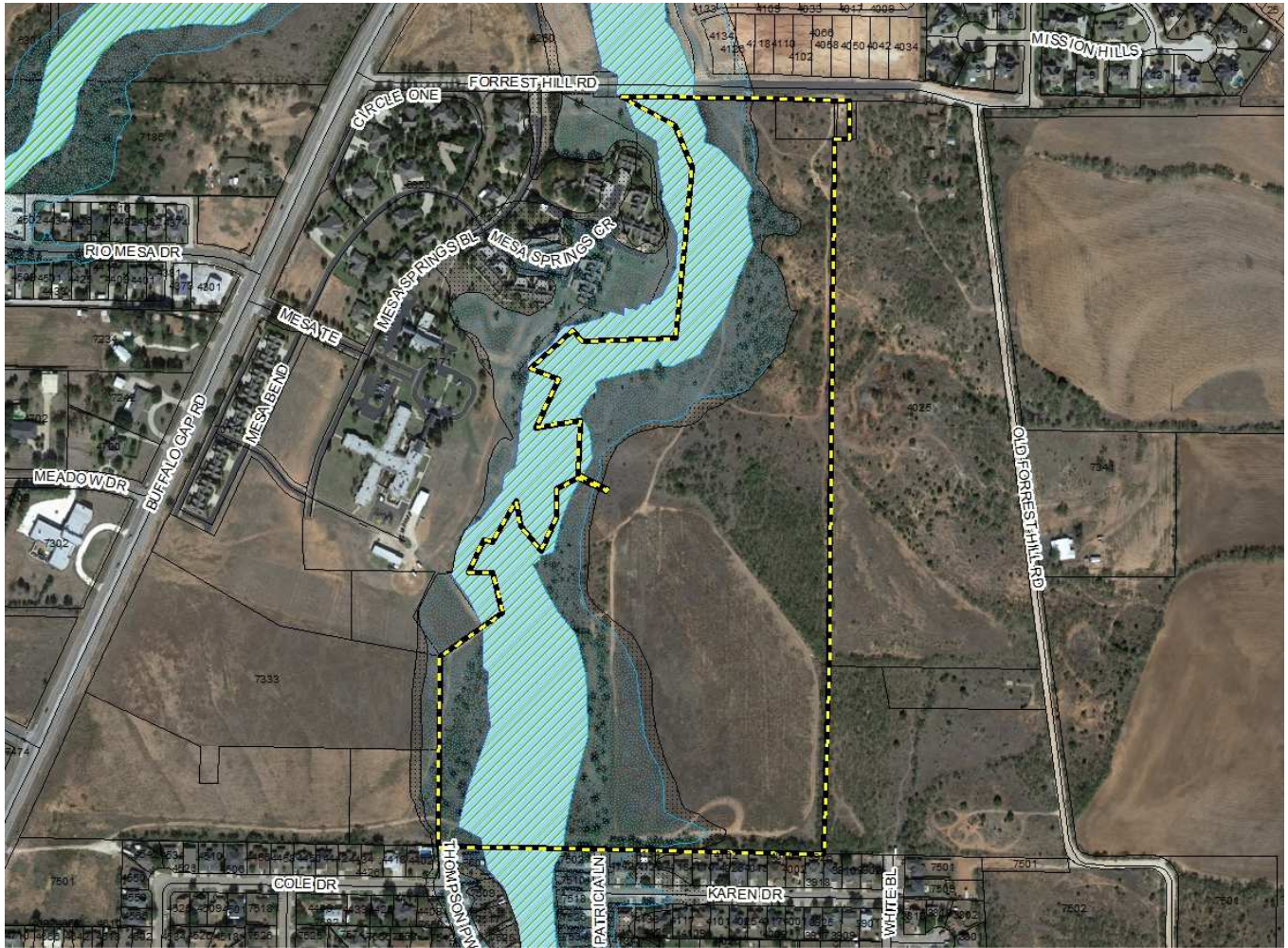




MASTER THOROUGHFARE PLAN



FLOOD HAZARD AREA MAP



For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2016-10

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 fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: MINEAR TOBY L & DIANA F

Address: 4042 FORREST HILL RD

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

Fax #: (325) 676-6242
email: planning@abilenetx.com

I am in favor ☐

I am opposed ☒

Additional Comments:

We do not want excessive traffic on Our street
so depending on houses may bring down my property
value

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2016-10

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Name: CALDWELL CHARLES & MARY

Address: 4418 COLE DR

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

Fax #: (325) 676-6242
email: planning@abilenetx.com

I am in favor ☐

I am opposed ☒

Additional Comments:

we moved here 16 years ago to get away from construction
and the crowded neighborhoods. I guess we didn't
move far enough.

Charles Caldwell
27 Feb 2016



**City Council
Agenda Memo**

City Council Meeting Date: 4/14/2016

TO: Robert Hanna, City Manager

FROM: Dana Schoening, Director Planning & Development Services

SUBJECT: Ordinance & Public Hearing: (Final Reading) Z-2016-11 A request from EHT to rezone property from AO (Agricultural Open Space) to RS-6 (Single-Family Residential) zoning, being approximately 64.39 acres located at the southeast corner of Antilley Rd & Pebble Beach. (Schoening)

GENERAL INFORMATION

Currently the property is undeveloped. The adjacent properties are halfway developed with single-family residential development to the north (Fairway Oaks) & west (Pebble Beach & Mesa Ridge) and the remaining areas being undeveloped. The applicant is proposing to develop a new single-family residential subdivision similar to the adjacent similar developments.

The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential'. There is a flood hazard area along the eastern edge of the proposed site that affects a portion of the property. Antilley Rd is designated as an 'arterial' roadway. A planned collector roadway is also required along the southern edge of the property. The subdivision will have primary access from Antilley Rd with connections to the Pebble Beach subdivision to the west and street stub-outs to the east for future connection. The requested zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval as requested.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval as requested by a vote of 5 in favor (Calk, Dunnahoo, McClarty, Rosenbaum, & Famble) and none opposed.

ATTACHMENTS:

Description	Type
▣ Ordinance Cover	Ordinance
▣ Ordinance Exhibit	Ordinance
▣ Staff Report with Maps	Backup Material
▣ Surrounding Property Owner Response	Backup Material

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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PART 1: That Chapter 23, part known as the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

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

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 this 24th day of March, A.D. 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of February 2016, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 14th day of April, 2016 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 14th day of April, A.D. 2016.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from AO (Agricultural Open Space) to RS-6 (Single-Family Residential) zoning.

Legal Description:

A PORTION OF A1295 C A DONAVAN PRE, ACRES 88.888



Location:

Being ±64.39 acres located at the southeast corner of Antilley Rd & Pebble Beach

-END-

ZONING CASE Z-2016-11

STAFF REPORT



APPLICANT INFORMATION:

EHT

HEARING DATES:

P & Z Commission: March 7, 2016

City Council 1st Reading: March 24, 2016

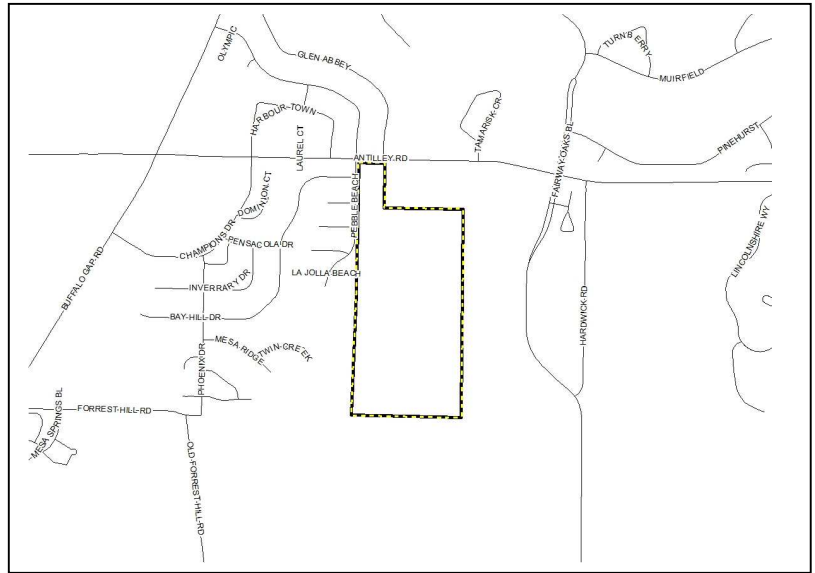
City Council 2nd Reading: April 14, 2016

LOCATION:

Being ±64.39 acres located at the southeast corner of Antilley Rd & Pebble Beach

REQUESTED ACTION:

Rezone property from AO (Agricultural Open Space) to RS-6 (Single-Family Residential) zoning



SITE CHARACTERISTICS:

The subject parcel totals approximately 64.39 acres and is currently zoned AO. It is undeveloped and proposed to be a new single-family residential subdivision. The adjacent properties are zoned PD-4 (Planned Development) to the north, AO to the east, RS-8 (Single-Family Residential) to the south, and a mix of RS-8, PH (Patio Home Single-Family Residential), & PD to the west.

ZONING HISTORY:

The property was annexed in 1980 and zoned AO at that time.

ANALYSIS:

• Current Planning Analysis

Currently the property is undeveloped. The adjacent properties are halfway developed with single-family residential development to the north (Fairway Oaks) & west (Pebble Beach & Mesa Ridge) and the remaining areas being undeveloped. The applicant is proposing to develop a new single-family residential subdivision similar to the adjacent similar developments.

• Comprehensive Planning Analysis

The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential'. There is a flood hazard area along the eastern edge of the proposed site that affects a portion of the property. Antilley Rd is designated as an 'arterial' roadway. A planned collector roadway is also required along the southern edge of the property. The subdivision will have primary access from Antilley Rd with connections to the Pebble Beach subdivision to the west and street stub-outs to the east for future connection. The requested zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

PLANNING STAFF RECOMMENDATION:

Staff recommends approval as requested.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommends approval as requested by a vote of 5 in favor (Calk, Dunnahoo, McClarty, Rosenbaum, & Famble) and none opposed.

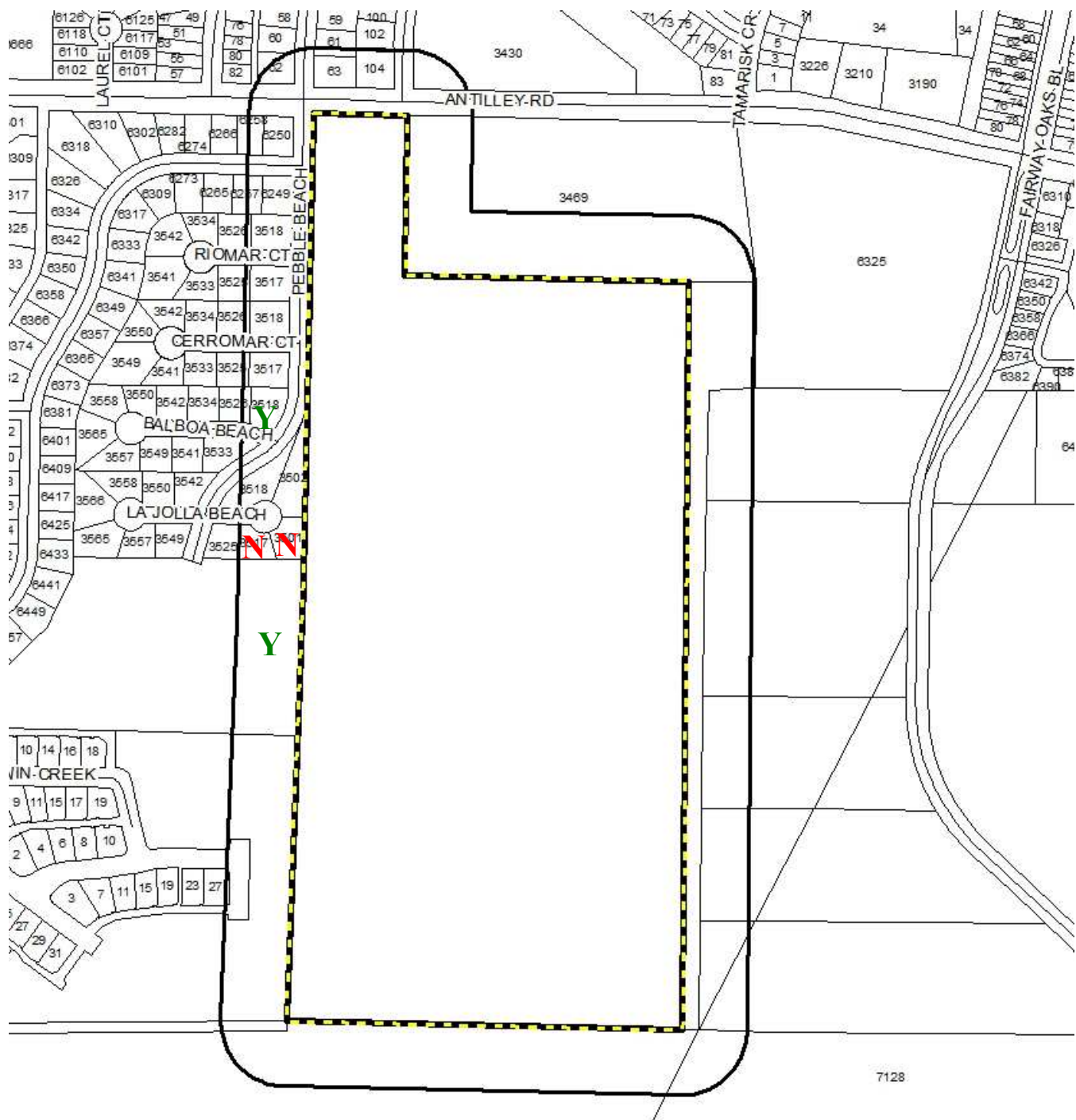
NOTIFICATION:

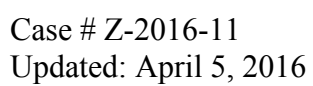
Property owners within a 200-foot radius were notified of the request.

OWNER	ADDRESS	RESPONSE
MC LEAN MIKE C & MICHELLE L	104 GLEN ABBEY	
WILLIAMS GEORGE TOBY & MELANY SUSAN	3517 RIOMAR CT	
NEWBERRY MICHAEL & DEBRA	6250 BAY HILL DR	
ELAM JAMES H & BARBARA J	3533 BALBOA BEACH	
SMITH DONALD R & EDNA B		In Favor
MC LEAN W T & CONNIE C	63 PEBBLE BEACH	
HYMER JON MITCHELL & REALYNN RENEE	3502 LA JOLLA BEACH	
HANLEY SAM C & JOAN G	3501 LA JOLLA BEACH	Opposed
HANLEY SAM C & JOAN G	3517 LA JOLLA BEACH	Opposed
CRAIG CAROL KEITH IND EXEC	3517 CERROMAR CT	
DEFFENBAUGH GEORGE WARREN & PAMELA	62 PEBBLE BEACH	
BYRD MIKE		
WYLIE UNITED METHODIST CH	3430 ANTILLEY RD	
MESA RIDGE ESTATES INC		
KALLA FAMILY LP		
LEMEN ROBERT MITCH & DENISE C	6258 BAY HILL DR	
BYRD MIKE		
NOLEN KAREN L	3518 BALBOA BEACH	In Favor
ALVAREZ REY JR & SHANNA	60 PEBBLE BEACH	
BATKO STEVEN L & MARIE C	61 PEBBLE BEACH	
CONNELL ROGER	3526 BALBOA BEACH	
MC LEAN MIKE & MICHELLE	102 GLEN ABBEY	
HERNANDEZ VENTURA MICHAEL & SANDRA V	3518 RIOMAR CT	
DULIN BUDDY R & ELIZABETH H	6249 BAY HILL DR	
CHENGSON JOHN MARGARET	3526 RIOMAR CT	
VASQUEZ SAMUEL H & SHELLY N	3518 CERROMAR CT	
COX SHARON B	6257 BAY HILL DR	
VALENTINE STEVEN M & ANGELA	3526 CERROMAR CT	
GODFREY BRIAN M & ANGELA C	3525 CERROMAR CT	
PRESTON DUB	3525 LA JOLLA BEACH	
BULLOCK ROBERT H & NICOLE C	3469 ANTILLEY RD	
SMITH THOMAS C	3518 LA JOLLA BEACH	
MESA RIDGE ESTATES INC		
BYRD MIKE	7128 HARDWICK RD	
PAUL DAVID G & CHRISTINE M	27 MONARCH DR	
FLOOD JOHN D & JANET L	3525 RIOMAR CT	

2 in Favor- **Y**

2 Opposed- **N**





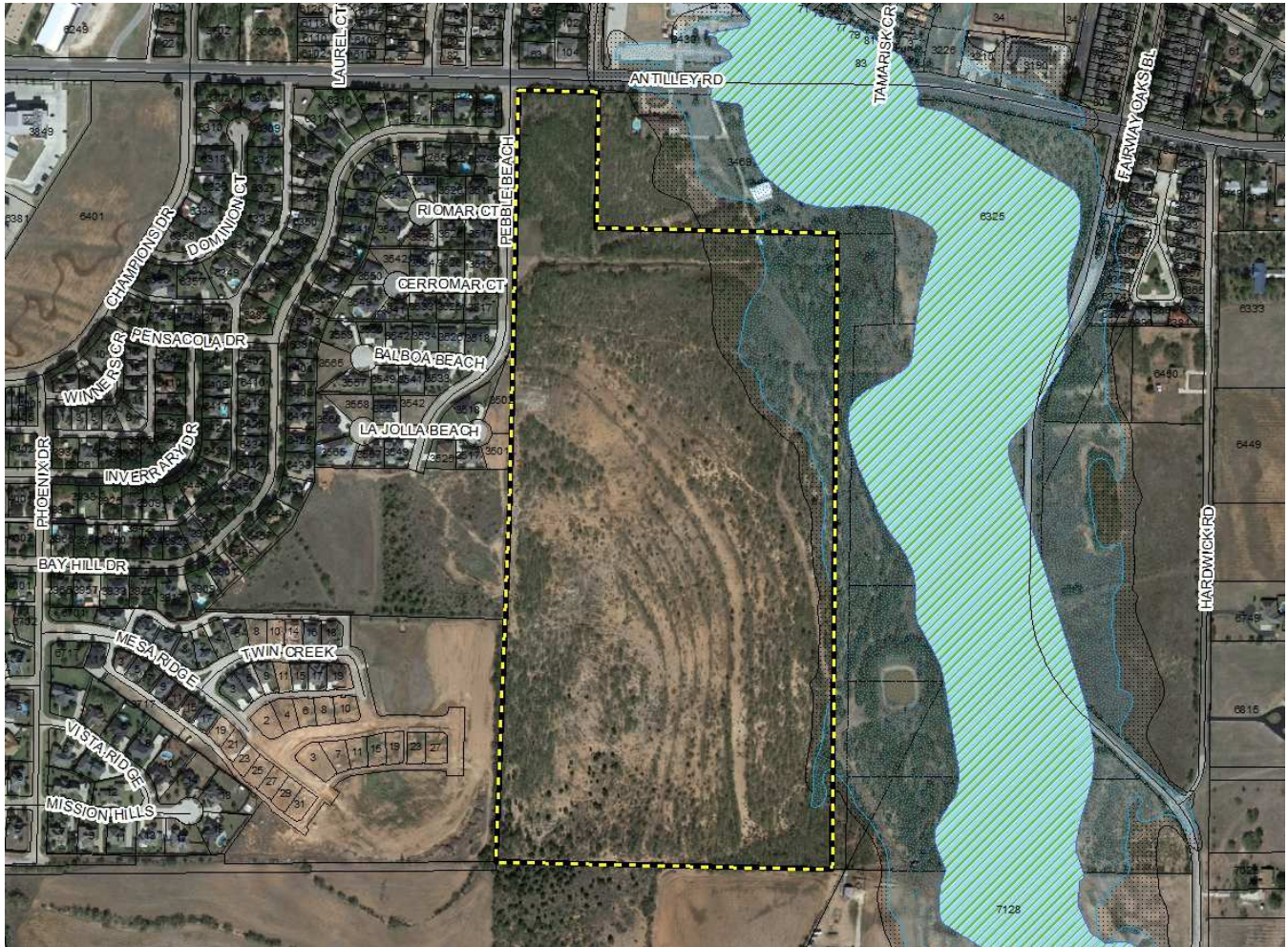




MASTER THOROUGHFARE PLAN



FLOOD HAZARD AREA MAP



For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2016-11

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 fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: HANLEY SAM C & JOAN G
Address: 3517 LA JOLLA BEACH

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

Fax #: (325) 676-6242
email: planning@abilenetx.com

3/2/2016

I am in favor ☐

I am opposed ☒

Additional Comments:

ALREADY FLOODS ON PEBBLE BCH AND WILL BE INCREASED DRAINAGE PROBLEM WITH TOPOGRAPHY ON THIS TRACT OF LAND WITH ADDITIONAL HARDSCAPE--ALREADY EXCESS RUNOFF FROM MESA RIDGE LOTS TO SOUTH!!

TRUST ALLEYWAYS WILL BE UTILIZED WHEN PLANNING THIS DEVELOPMENT.

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2016-11

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 fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: HANLEY SAM C & JOAN G
Address: 3501 LA JOLLA BEACH

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

Fax #: (325) 676-6242
email: planning@abilenetx.com

3/2/2016

I am in favor ☐

I am opposed ☒

Additional Comments:

ALREADY FLOODS ON PEBBLE BCH AND WILL BE INCREASED DRAINAGE PROBLEM WITH TOPOGRAPHY ON THIS TRACT OF LAND WITH ADDITIONAL HARDSCAPE--ALREADY EXCESS RUNOFF FROM MESA RIDGE LOTS TO SOUTH!!

TRUST ALLEYWAYS WILL BE UTILIZED WHEN PLANNING THIS DEVELOPMENT



**City Council
Agenda Memo**

City Council Meeting Date: 4/14/2016

TO: Robert Hanna, City Manager

FROM: Dana Schoening, Director Planning & Development Services

SUBJECT: Ordinance & Public Hearing: (Final Reading) Z-2016-12 A request from EHT to rezone property from AO (Agricultural Open Space) to RS-8 (Single-Family Residential) zoning, being approximately 117.16 acres and being all property on the east side of Hardwick Rd from 6449 to 7449 Hardwick Rd, not including 6749, 6815, & 7229 Hardwick Rd. (Schoening)

GENERAL INFORMATION

Currently the property is undeveloped. The adjacent properties are partially developed with large lot single-family residential development up and down Hardwick Rd and the Wesley Court senior project to the northeast. The applicant is proposing to develop a new single-family residential subdivision similar to the nearby single-family residential developments.

The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential'. There is a flood hazard area along the western edge of the proposed site that only affects the southwestern portion of the property. Both Hardwick Rd & Waldrop Rd are designated as 'collector' roadways. A planned collector roadway is also required in the middle of the property in an east/west alignment. The subdivision will have primary access from Hardwick Rd with connections to Waldrop Rd and the proposed collector road. Street stub-outs to the east where appropriate will be required for future connection. The requested zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval as requested.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval as requested by a vote of 5 in favor (Calk, Dunnahoo, McClarty, Rosenbaum, & Famble) and none opposed.

ATTACHMENTS:

Description	Type
▣ Ordinance Cover	Ordinance
▣ Ordinance Exhibit	Ordinance
▣ Staff Report with Maps	Backup Material

ORDINANCE NO. _____

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

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

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 this 24th day of March, A.D. 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of February 2016, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 14th day of April, 2016 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 14th day of April, A.D. 2016.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from AO (Agricultural Open Space) to RS-8 (Single-Family Residential) zoning.

Legal Description:

A0830 SUR 12 L A L NW/4, TRACT 1 FASSHAUER, ACRES 10.0285

A0830 SUR 12 L A L NW/4, TRACT 3 OF 1 FASSHAUER, ACRES 11.1115

RAINEY ADDN, BLOCK A, LOT E PT OF 1, ACRES 8.291

A0830 SUR 12 L A L NW/4, TRACT 1 FASSHAUER, ACRES 10.5

A0830 SUR 12 L A L NW/4, TRACT PT TR 5 OF 1 FASSHAUER, ACRES 2.408

A0831 SUR 12 L A L SW/4, BLOCK SUB 8, TRACT PRT TR 5, ACRES 0.092

A0831 SUR 12 L A L SW/4, BLOCK SUB 8, TRACT PRT TR 5, ACRES 2

A0831 SUR 12 L A L SW/4, BLOCK SUB 8, TRACT 6, ACRES 12.394

A0831 SUR 12 L A L SW/4, BLOCK SUB 8, TRACT PRT TR 7 & 8, ACRES 20.984

A0831 SUR 12 L A L SW/4, BLOCK SUB 8, TRACT 8, ACRES 3.85

A0831 SUR 12 L A L SW/4, BLOCK SUB 8, TRACT 9, ACRES 15

A0831 SUR 12 L A L SW/4, BLOCK SUB 8, TRACT 10, ACRES 15.358



Location:

Being ±117.16 acres and being all property on the east side of Hardwick Rd from 6449 to 7449 Hardwick Rd, not including 6749, 6815, & 7229 Hardwick Rd

-END-

ZONING CASE Z-2016-12

STAFF REPORT



APPLICANT INFORMATION:

EHT

HEARING DATES:

P & Z Commission: March 7, 2016

City Council 1st Reading: March 24, 2016

City Council 2nd Reading: April 14, 2016

LOCATION:

Being ±117.16 acres and being all property on the east side of Hardwick Rd from 6449 to 7449 Hardwick Rd, not including 6749, 6815, & 7229 Hardwick Rd

REQUESTED ACTION:

Rezone property from AO (Agricultural Open Space) to RS-8 (Single-Family Residential) zoning



SITE CHARACTERISTICS:

The subject parcel totals approximately 117.16 acres and is currently zoned AO. It is undeveloped and proposed to be a new single-family residential subdivision. The adjacent properties are zoned AO to the north, a mix of MD (Medium Density Residential), AO, & PD (Planned Development) to the east, AO to the south, and AO to the west.

ZONING HISTORY:

The property was annexed in 1980 and zoned AO at that time.

ANALYSIS:

• Current Planning Analysis

Currently the property is undeveloped. The adjacent properties are partially developed with large lot single-family residential development up and down Hardwick Rd and the Wesley Court senior project to the northeast. The applicant is proposing to develop a new single-family residential subdivision similar to the nearby single-family residential developments.

• Comprehensive Planning Analysis

The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential'. There is a flood hazard area along the western edge of the proposed site that only affects the southwestern portion of the property. Both Hardwick Rd & Waldrop Rd are designated as 'collector' roadways. A planned collector roadway is also required in the middle of the property in an east/west alignment. The subdivision will have primary access from Hardwick Rd with connections to Waldrop Rd and the proposed collector road. Street stub-outs to the east where appropriate will be required for future connection. The requested zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

PLANNING STAFF RECOMMENDATION:

Staff recommends approval as requested.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommends approval as requested by a vote of 5 in favor (Calk, Dunnahoo, McClarty, Rosenbaum, & Famble) and none opposed.

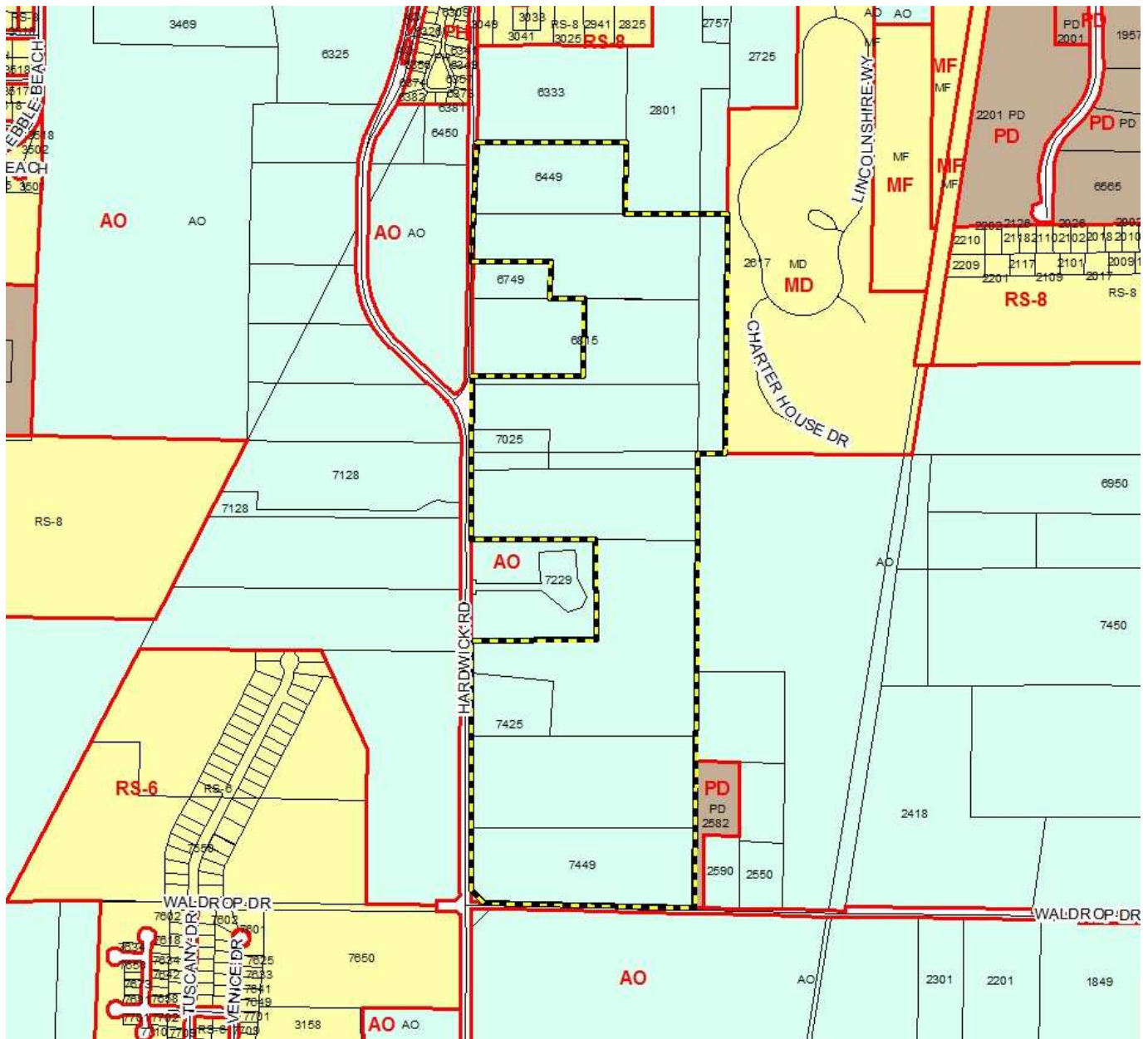
NOTIFICATION:

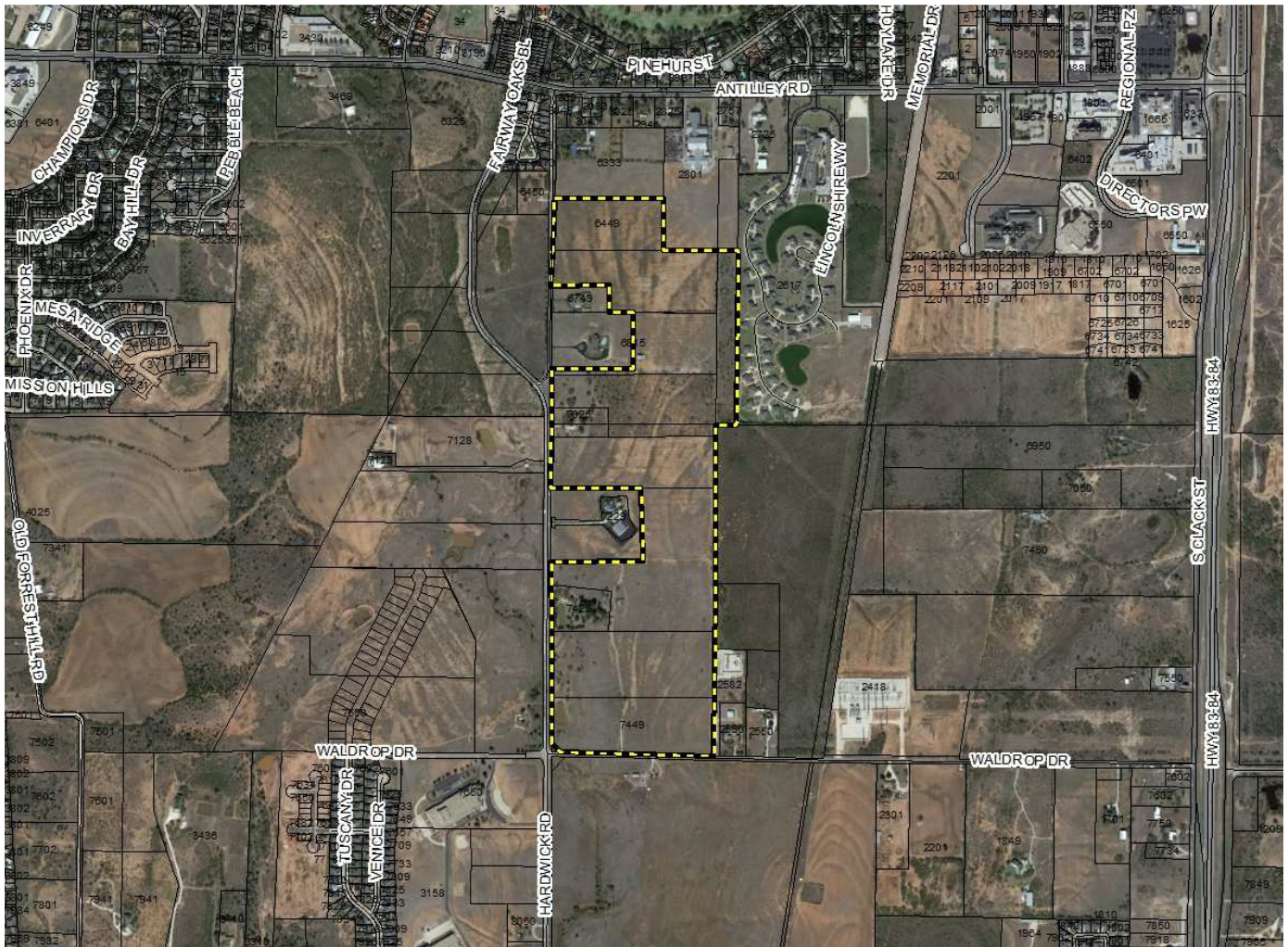
Property owners within a 200-foot radius were notified of the request.

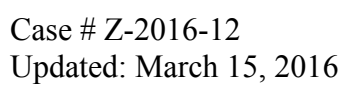
OWNER	ADDRESS	RESPONSE
BYRD MIKE		
FALA MICHAEL R & DIANE L	6749 HARDWICK RD	
FENTON DAVID & KIM	6449 HARDWICK RD	
BYRD MIKE		
ER PROPCO WC LLC	2617 ANTILLEY RD	
ANDERSON JUSTIN & BRANDIE		Opposed
BYRD MIKE		
BYRD MICHAEL		
PATTERSON PAUL F JR	6333 HARDWICK RD	
ZION EVANGELICAL LUTHERAN CONG	2801 ANTILLEY RD	
GOLDEN SPREAD ELECTRIC COOP INC	2582 WALDROP DR	
BYRD MIKE	7128 HARDWICK RD	
FENTON DAVID & KIM		
BYRD MIKE		
WYLIE IND SCHOOL DIST	7650 HARDWICK RD	
BYRD MIKE		
BYRD MIKE		
WILSON RICKY D II & RACHEL L	6815 HARDWICK RD	
GRAHAM SARA L TR		In Favor
BYRD MIKE	7449 HARDWICK RD	
WOMACK BARBARA	6450 HARDWICK RD	
ARTHUR JOHN STEVEN		
BYRD MICHAEL	7025 HARDWICK RD	
TAYLOR ELECTRIC COOP INC	2590 WALDROP DR	In Favor
BYRD MIKE	7425 HARDWICK RD	
STRICKLIN JACK JR		
BYRD MICHAEL		
ZION EVANGELICAL LUTHERAN		
BYRD MIKE	7128 HARDWICK RD	
STRICKLIN JACK L		
BYRD MIKE		
CITY OF ABILENE		
ANDERSON JUSTIN & BRANDIE	7229 HARDWICK RD	Opposed
BYRD MIKE		
BYRD MIKE		

2 in Favor- **Y**
2 Opposed- **N**

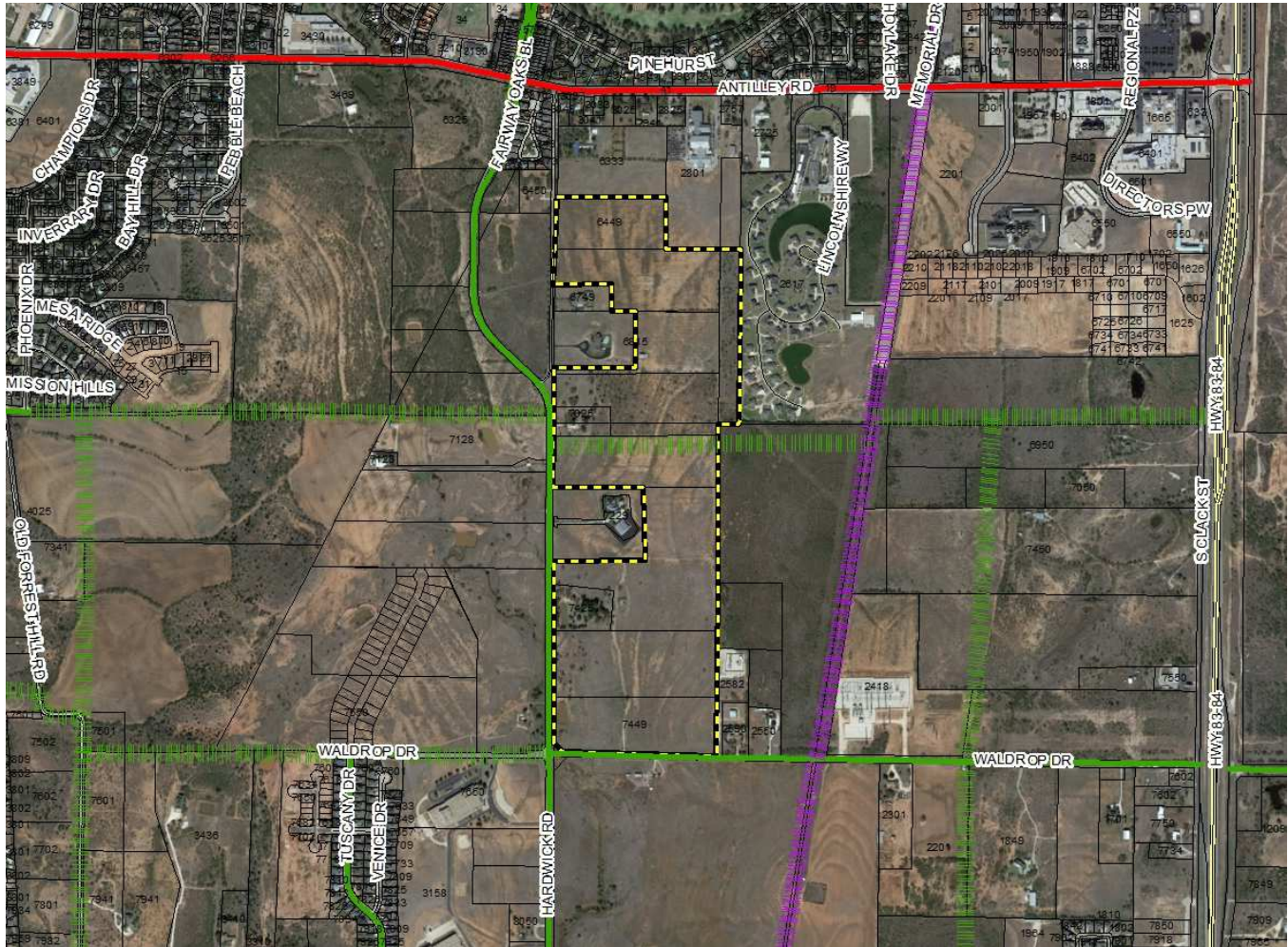




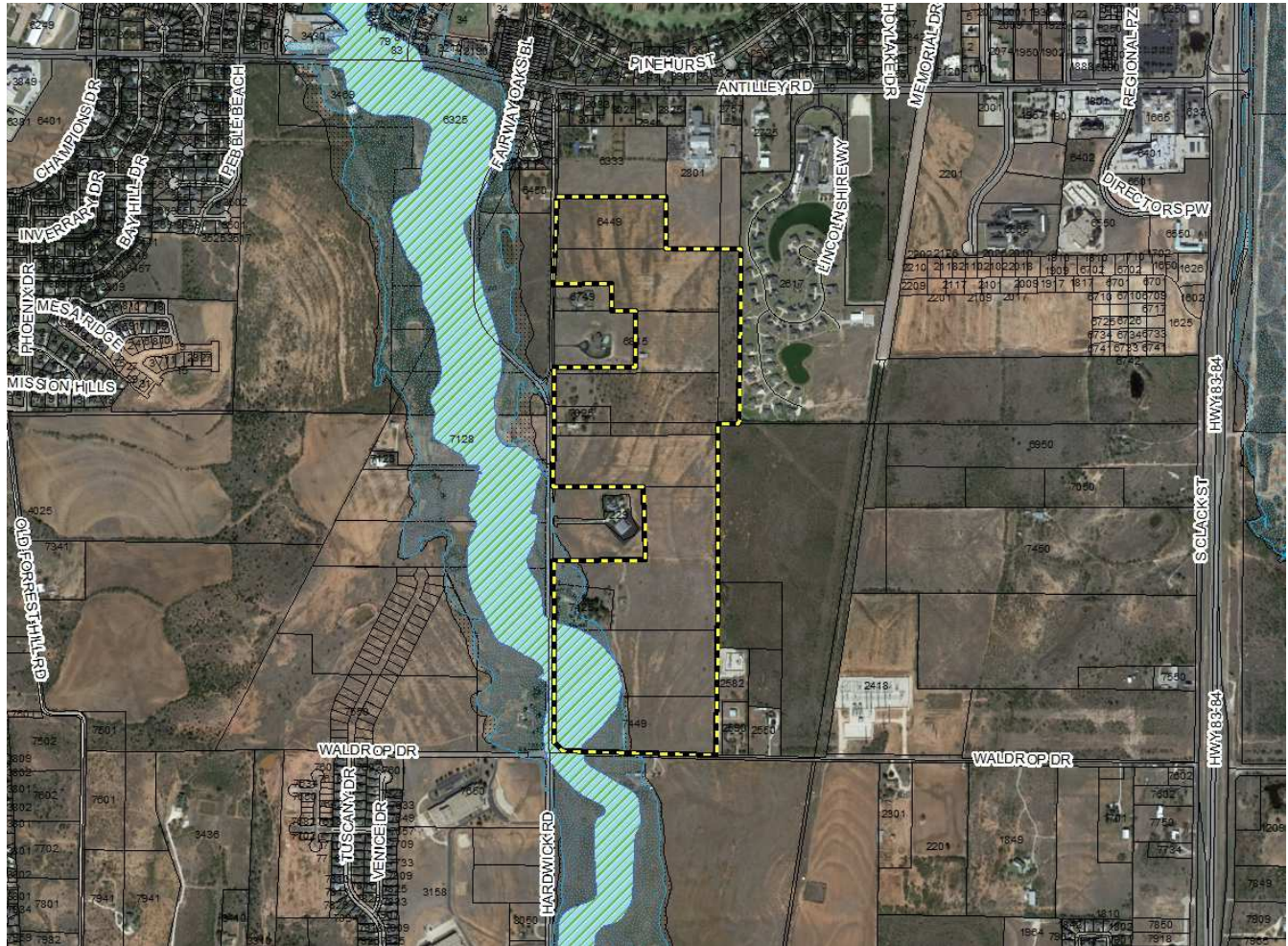




MASTER THOROUGHFARE PLAN



FLOOD HAZARD AREA MAP





**City Council
Agenda Memo**

City Council Meeting Date: 4/14/2016

TO: Robert Hanna, City Manager

FROM: Dana Schoening, Director Planning & Development Services

Ordinance & Public Hearing: (Final Reading) Z-2016-13 A request from Timothy A. Richards to rezone property from AO (Agricultural Open Space) to LI (Light Industrial) & HI (Heavy Industrial) zoning, located at 3550 E. Hwy 80. (Schoening)

GENERAL INFORMATION

Currently the property is developed with an old motel that has been out of business for many years. The adjacent properties are developed with single-family residential development to the north & east and industrial uses to the south & west. The applicant is proposing to use the front ±247 feet as an auto repair shop with the remaining area to the rear for storage of vehicles. The future plan for the rear area is a salvage yard use specifically for auto salvage. The salvage use is designated as 'scrap & waste material' in the Land Development Code and requires approval of a Conditional Use Permit by the City Council. This would be a separate request in the future.

The Future Land Use section of the Comprehensive Plan designates this general area as part of a 'Gateway/Business-Industrial' designation. East Highway 80 is designated as an 'arterial' roadway. There is a flood hazard area that only affects the front portion of the property. The requested zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval as requested.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval as requested by a vote of 5 in favor (Calk, Dunnahoo, McClarty, Rosenbaum, & Famble) and none opposed.

ATTACHMENTS:

Description	Type
▣ Ordinance Cover	Ordinance
▣ Ordinance Exhibit	Ordinance
▣ Staff Report with Maps	Backup Material

ORDINANCE NO. _____

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

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

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 this 24th day of March, A.D. 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of February 2016, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 14th day of April, 2016 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 14th day of April, A.D. 2016.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from AO (Agricultural Open Space) to LI (Light Industrial) & HI (Heavy Industrial) zoning.

Legal Description:

SILVER SPUR ADDN, BLOCK A, LOT W .995 AC



Location:
3550 E. Hwy 80

-END-

ZONING CASE Z-2016-13

STAFF REPORT



APPLICANT INFORMATION:

Timothy A. Richards

HEARING DATES:

P & Z Commission: March 7, 2016

City Council 1st Reading: March 24, 2016

City Council 2nd Reading: April 14, 2016

LOCATION:

3550 E. Hwy 80

REQUESTED ACTION:

Rezone property from AO (Agricultural Open Space) to LI (Light Industrial) & HI (Heavy Industrial) zoning



SITE CHARACTERISTICS:

The subject parcel totals approximately 0.99 acres and is currently zoned AO. It is developed with an old motel use that has been out of business for many years. The adjacent properties are zoned AO to the north, AO to the east, LI to the south, and LI to the west.

ZONING HISTORY:

The property was annexed in 1964 and zoned AO at that time.

ANALYSIS:

Current Planning Analysis

Currently the property is developed with an old motel that has been out of business for many years. The adjacent properties are developed with single-family residential development to the north & east and industrial uses to the south & west. The applicant is proposing to use the front ±247 feet as an auto repair shop with the remaining area to the rear for storage of vehicles. The future plan for the rear area is a salvage yard use specifically for auto salvage. The salvage use is designated as 'scrap & waste material' in the Land Development Code and requires approval of a Conditional Use Permit by the City Council. This would be a separate request in the future.

Comprehensive Planning Analysis

The Future Land Use section of the Comprehensive Plan designates this general area as part of a 'Gateway/Business-Industrial' designation. East Highway 80 is designated as an 'arterial' roadway. There is a flood hazard area that only affects the front portion of the property. The requested zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

PLANNING STAFF RECOMMENDATION:

Staff recommends approval as requested.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommends approval as requested by a vote of 5 in favor (Calk, Dunnahoo, McClarty, Rosenbaum, & Famble) and none opposed.

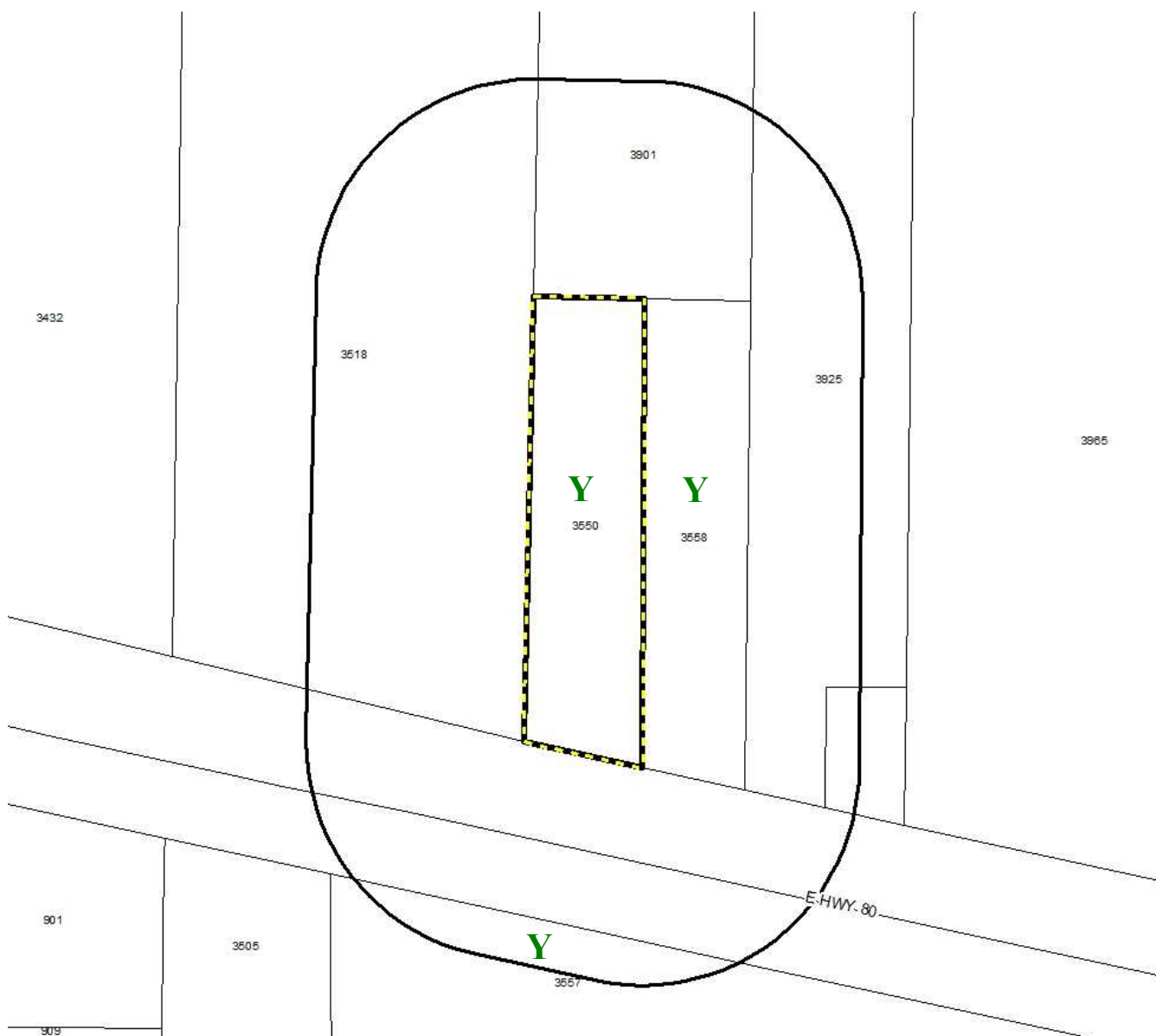
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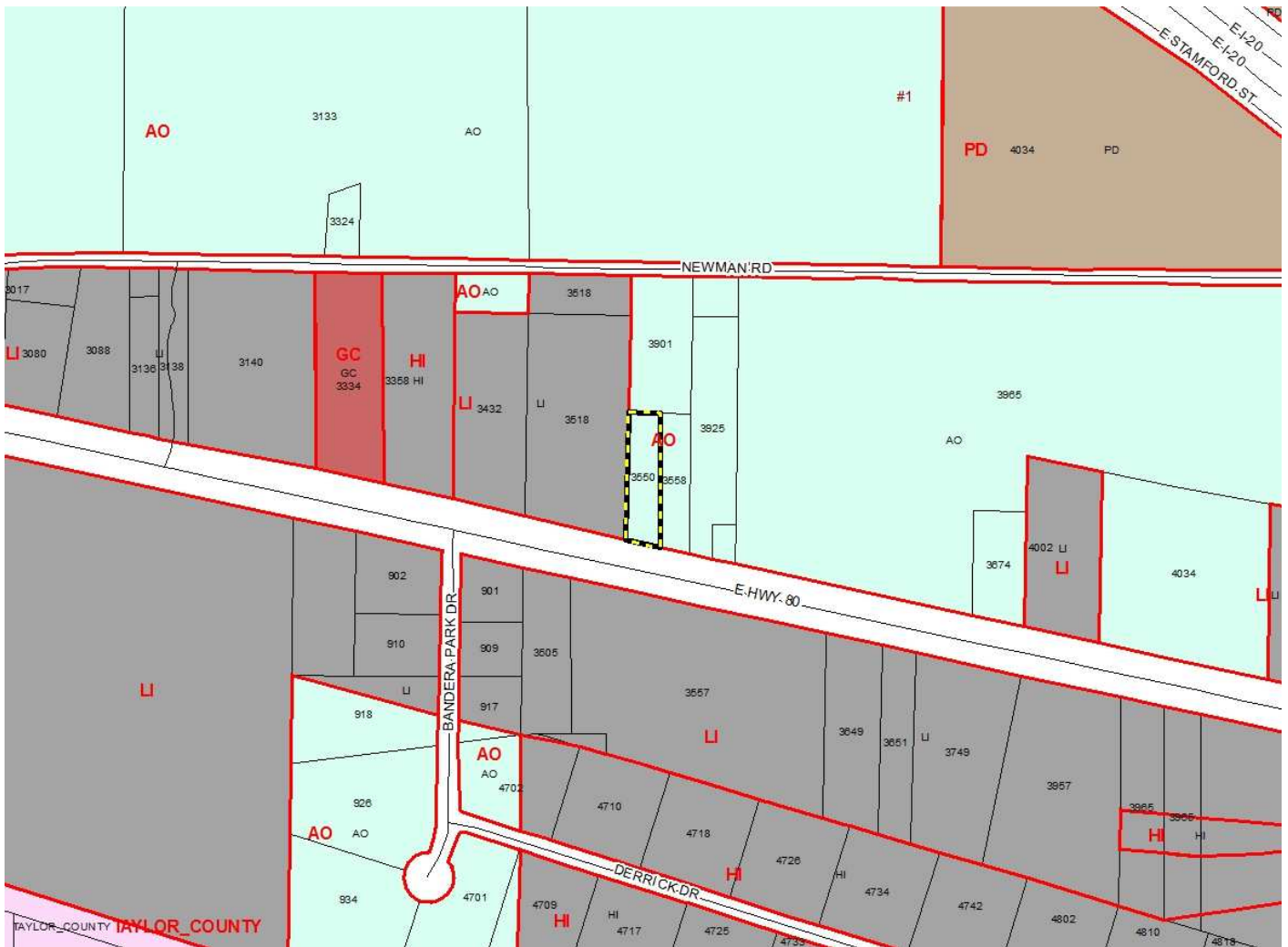
Property owners within a 200-foot radius were notified of the request.

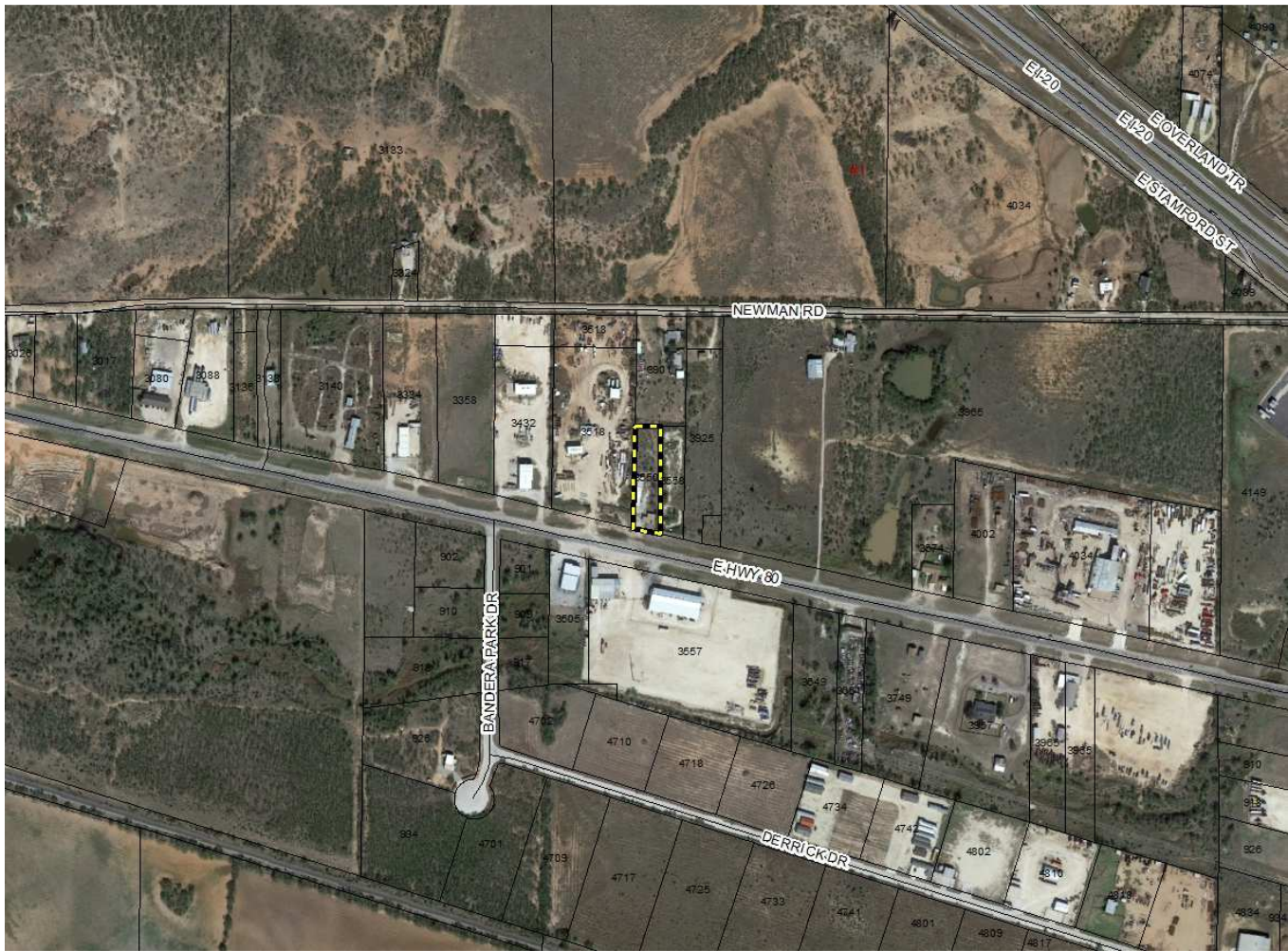
OWNER	ADDRESS	RESPONSE
MC GUIRE TOM	3925 NEWMAN RD	
HENNIG W R	3518 E HWY 80	
ADAMS TERRY J	3558 E HWY 80	In Favor
SHOMANSUROFF BOKHODIR & RICHARDS TIMOTHY ALLEN	3550 E HWY 80	In Favor
RICHARDS TIMOTHY A & PATTY R	3901 A NEWMAN RD	
CABINETTECH INC	3557 E HWY 80	In Favor
MC GUIRE TOM		

3 in Favor- **Y**

0 Opposed- **N**







REQUESTED ZONING





**City Council
Agenda Memo**

City Council Meeting Date: 4/14/2016

TO: Honorbale Mayor and Members of the City Council

FROM: Robert Hanna, City Manager

SUBJECT: Resolution: Receive a report, hold a discussion and take action on adopting a resolution establishing a Chapter 380 economic development program, and authorizing the City Manager to negotiate Chapter 380 economic development agreements.(Hanna)

GENERAL INFORMATION

As you know, over the past year the City Council has had several discussions that involved the need to develop a Chapter 380 economic development program to better enable the City to leverage incentives to attract and retain business and development. The attached resolution establishes an economic development program that will allow the City to use Chapter 380 agreements to accomplish this purpose.

The economic development program created by this resolution allows the City to use public revenue to reimburse the developer for public improvements found to meet a legitimate public purpose, and authorized by the City Council. While the resolution contemplates basing the reimbursement revenue source from the City's portion of the local sales and use tax, and/or the City's portion of the ad valorem tax, the Chapter 380 statute allows for any municipal revenue source to be used for this purpose. In the event staff believes the public improvements of a development are better assisted with a revenue stream other than sales tax or property tax, the Council could consider it on a case by case basis.

As a safeguard measure, the resolution creates a program requirement that would allow the City to recapture the incentives, or to cease paying them in the event the public improvements are not completed. It is also important to note that any economic development agreement authorized under this program requires the final approval of the City Council. While the City Manager negotiates the agreements on behalf of the City, the City Council must find a public purpose for the authorized improvements, and they must approve the agreement for it to be effective.

It is the intent of staff to use this economic development program to assist businesses, developers or other entities in paying for necessary public improvements that might otherwise hinder or prohibit the development or redevelopment from taking place because of the exceptional nature of the requirement or the market conditions that may exist for the project.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Only those funds generated by the development or business would be used as part of this program. As such, no negative fiscal impact to the City is contemplated.

STAFF RECOMMENDATION

Staff recommends approval of the resolution as written.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
▣ Chapter 380 Enabling Resolution	Resolution Letter

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
ESTABLISHING AN ECONOMIC DEVELOPMENT PROGRAM AUTHORIZED BY
CHAPTER 380 OF THE TEXAS LOCAL GOVERNMENT CODE**

WHEREAS, the City Council desires to establish an economic development program in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code; and

WHEREAS, the expressed intent of the economic development program is to make grants or loans of public money and provide personnel and services of the municipality for public purposes that promote state or local economic development and stimulate businesses and commercial activity in the City of Abilene; and

WHEREAS, to ensure that the money, personnel and services the City provides under this economic development program are utilized in a manner consistent with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code, the City Council finds it necessary to set forth program requirements; and

WHEREAS, the creation of this Chapter 380 economic development program will benefit the City of Abilene by increasing the range of incentives that the City of Abilene may employ to promote the City's economic development goals.

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

- 1.) The City Council hereby establishes a Chapter 380 economic development program pursuant to Chapter 380 of the Texas Local Government Code.
- 2.) The City Council will on a case-by-case basis consider Chapter 380 economic development program agreements negotiated under the requirements of this economic development program, but nothing in this economic development program shall require the City Council to negotiate, enter into, or consider entering into a Chapter 380 economic development agreement.
- 3.) The City Manager is authorized to negotiate economic development agreements on behalf of the City of Abilene, subject to final approval of the City Council, in furtherance of the economic development program set forth and established herein and further described below:
 - a.) The City of Abilene may make monetary loans or grants of public money, and provide personnel and services of the City of Abilene, to businesses, developers and other commercial and residential ventures that the City Council determines will promote state or local economic development and stimulate business and commercial activity in the City of Abilene.

- b.) A business, developer or other entity may be eligible to participate in this Chapter 380 economic development program on terms and conditions established by the City Council upon entering into an economic development program agreement with the City of Abilene under which: (1) the business, developer or other entity is required to make specific public infrastructure improvements that serve the public's interest and meet a public purpose as determined by the City Council; and (2) the City of Abilene is able to cease and/or recapture payment of the economic development incentives or to otherwise terminate the economic development program agreement in the event that the public purposes specified in the economic development program agreement is not carried out.
- c.) It is intended that the economic development incentives negotiated under the terms and conditions of this economic development program agreement may be on a refund or rebated basis from the public sales tax and property tax revenues generated by the business, developer or other entity's development or project being incentivized. Notwithstanding the above, nothing prohibits the City Council from using any statutorily authorized municipal revenue stream for the purposes of this economic development program.
- 4.) This Resolution is effective upon adoption.

ADOPTED this 14th day of April, 2016.

ATTEST:

Danette Dunlap, City Secretary

Norman Archibald, Mayor

APPROVED:

Stanley Smith, Interim City Attorney



**City Council
Agenda Memo**

City Council Meeting Date: 4/14/2016

TO: Robert Hanna, City Manager

FROM: Cheryl Sawyers, Communications and Media Relations

SUBJECT: Resolution: Authorizing the City Manager to enter into Interlocal agreement with Wylie Independent School District (WISD) to purchase necessary capital equipment and improvements through PEG (Public Education Government) funds so that WISD will have the ability to provide content to the City of Abilene's PEG channel. (Sawyers)

GENERAL INFORMATION

As you know, the City's Public, Education and Government (PEG) Channel 2 receives programming money from Suddenlink in accordance with the statewide cable franchise agreement. The PEG funds are a restricted revenue source and may only be spent on capital improvements that meet state statutory requirements to benefit the channel, and that last for more than one year.

While the City has additional projects that will come before the City Council in the near future for the City's use of PEG funds, staff has actively explored ways to partner within our community to diversify our channel content and also maximize the community's benefit of the PEG funds.

Abilene ISD and Wylie ISD currently provide content for Channel 2. Staff is proposing an interlocal agreement that will authorize the use of PEG funds by the City for the benefit of AISD and WISD. The funds provided to the districts will allow them to upgrade their equipment to further provide the City of Abilene with content and to make viewing of various school activities available to the public.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding is provided through PEG funds that are given to the City through our franchise agreement with Suddenlink for the use of the right-of-ways in the city.

STAFF RECOMMENDATION

Staff recommends adopting the resolution as submitted.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
☐ WISD Peg Fund Interlocal Agreement	Cover Memo
☐ Resolution	Resolution Letter

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF ABILENE
AND THE WYLIE INDEPENDENT SCHOOL DISTRICT
FOR THE USE OF PEG FUNDS FOR EQUIPMENT**

This AGREEMENT is made this _____ day of April, 2016, between the City of Abilene ("City"), a municipality incorporated under the laws of the State of Texas, and the Wylie Independent School District ("WISD"), a political subdivision of the State of Texas, under the Interlocal Cooperation Act.

The City and WISD AGREE as follows:

1. Purpose of the Agreement and Consideration

The City and WISD seek to cooperate so that WISD may provide content for the City of Abilene PEG Channel and/or online broadcast through online streaming of the PEG Channel. The City will provide capital equipment or improvements through PEG (Public, Educational and Governmental) funds so that WISD has the ability to provide content to the City.

2. Term.

The term of this agreement is for five (5) years from the date of execution. This agreement shall automatically renew year-to-year thereafter. Either party may terminate this agreement by submitting written notice to the other party at least six-months prior to the expiration of the term.

3. Amendment.

This agreement shall be amended only by written agreement of both parties.

4. Duties of the City.

At its sole discretion, the City of Abilene will purchase the necessary capital equipment and improvements for WISD to record and provide quality content for the PEG Channel. The City will allow WISD to use capital equipment or improvements purchased with PEG funds for the purpose of providing content for the PEG Channel. Capital equipment or improvements so purchased shall remain property of the City.

5. Duties of the WISD.

WISD must provide the City with a request for capital expenditures for PEG Channel facilities and equipment by June 30th each year this Agreement is effective.

WISD shall provide content for the City's PEG Channel.

6. Current Revenue.

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

7. Entire Agreement.

This constitutes the entire agreement of the parties.

IN WITNESS WHEREOF, THE CITY AND WISD have entered into this Agreement.

CITY OF ABILENE

ATTEST

City Manager

City Secretary

Approved:

City Attorney

**WYLIE INDEPENDENT SCHOOL
DISTRICT**

ATTEST

Superintendent or designee

RESOLUTION _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A INTERLOCAL AGREEMENT BETWEEN THE CITY OF ABILENE AND THE WYLIE INDEPENDENT SCHOOL DISTRICT (WISD) TO PURCHASE NECESSARY CAPITAL EQUIPMENT AND IMPROVEMENTS THROUGH THE USE OF PEG FUNDS FOR WISD TO PROVIDE CONTENT TO THE CITY'S PEG (PUBLIC, EDUCATIONAL AND GOVERNMENTAL) CHANNEL.

WHEREAS, the City and WISD seek to cooperate so that WISD may provide content for the City of Abilene PEG Channel and/or online broadcast through online streaming of the Public, Educational and Governmental Channel) PEG Channel. The City will provide capital equipment or improvements through PEG Funds so that WISD has the ability to provide content to the City; and,

WHEREAS, the City will purchase the necessary capital equipment and improvements for WISD to record and provide quality content for the PEG Channel; and,

WHEREAS, the term of this agreement is five (5) years from the date of execution with WISD; and

WHEREAS, this agreement will become effective upon the approval of the WISD School Board

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

Part 1: The purpose of this agreement is to provide content for the City of Abilene PEG Channel

Part 2: The term of this agreement is for five (5) years from the date of execution.

Part 3: The City will purchase the necessary capital equipment and improvements for WISD.

Part 4: Authorize the City Manager to enter into the Interlocal agreement with WISD.

Part 5: Will be effective upon the approval of the WISD School Board.

That this Resolution shall take effect immediately from and after its passage, as indicated below.

ADOPTED by the City Council on the 14th of April, 2016.

ATTEST:

Danette Dunlap, TRMC
City Secretary

Norm Archibald
Mayor

APPROVED:

Stanley Smith
Interim City Attorney



**City Council
Agenda Memo**

City Council Meeting Date: 4/14/2016

TO: Robert Hanna, City Manager

FROM: Cheryl Sawyers, Communications and Media Relations

SUBJECT: Resolution: Authorizing the City Manager to enter into Interlocal agreement with Abilene Independent School District (AISD) to purchase necessary capital equipment and improvements through PEG (Public Education Government) funds so that AISD will have the ability to provide content to the City of Abilene's PEG channel. (Sawyers)

GENERAL INFORMATION

As you know, the City's Public, Education and Government (PEG) Channel 2 receives programming money from Suddenlink in accordance with the statewide cable franchise agreement. The PEG funds are a restricted revenue source and may only be spent on capital improvements that meet state statutory requirements to benefit the channel, and that last for more than one year.

While the City has additional projects that will come before the City Council in the near future for the City's use of PEG funds, staff has actively explored ways to partner within our community to diversify our channel content and also maximize the community's benefit of the PEG funds.

Abilene ISD and Wylie ISD currently provide content for Channel 2. Staff is proposing an interlocal agreement that will authorize the use of PEG funds by the City for the benefit of AISD and WISD. The funds provided to the districts will allow them to upgrade their equipment to further provide the City of Abilene with content and to make viewing of various school activities available to the public.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding is provided through PEG funds that are given to the City through our franchise agreement with Suddenlink for the use of the right-of-ways in the city.

STAFF RECOMMENDATION

Staff recommends adopting the resolution as submitted.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
☐ AISD PEG Fund Interlocal Agreement	Cover Memo
☐ Resolution	Resolution Letter

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF ABILENE
AND THE ABILENE INDEPENDENT SCHOOL DISTRICT
FOR THE USE OF PEG FUNDS FOR EQUIPMENT**

This AGREEMENT is made this _____ day of April, 2016, between the City of Abilene ("City"), a municipality incorporated under the laws of the State of Texas, and the Abilene Independent School District ("AISD"), a political subdivision of the State of Texas, under the Interlocal Cooperation Act.

The City and AISD AGREE as follows:

1. Purpose of the Agreement and Consideration

The City and AISD seek to cooperate so that AISD may provide content for the City of Abilene PEG Channel and/or online broadcast through online streaming of the PEG Channel. The City will provide capital equipment or improvements through PEG (Public, Educational and Governmental) funds so that AISD has the ability to provide content to the City.

2. Term.

The term of this agreement is for five (5) years from the date of execution. This agreement shall automatically renew year-to-year thereafter. Either party may terminate this agreement by submitting written notice to the other party at least six-months prior to the expiration of the term.

3. Amendment.

This agreement shall be amended only by written agreement of both parties.

4. Duties of the City.

At its sole discretion, the City of Abilene will purchase the necessary capital equipment and improvements for AISD to record and provide quality content for the PEG Channel. The City will allow AISD to use capital equipment or improvements purchased with PEG funds for the purpose of providing content for the PEG Channel. Capital equipment or improvements so purchased shall remain property of the City.

5. Duties of the AISD.

AISD must provide the City with a request for capital expenditures for PEG Channel facilities and equipment by June 30th each year this Agreement is effective.

AISD shall provide content for the City's PEG Channel.

6. Current Revenue.

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

7. Entire Agreement.

This constitutes the entire agreement of the parties.

IN WITNESS WHEREOF, THE CITY AND AISD have entered into this Agreement.

CITY OF ABILENE

ATTEST

City Manager

City Secretary

Approved:

City Attorney

**ABILENE INDEPENDENT SCHOOL
DISTRICT**

ATTEST

Superintendent or designee

RESOLUTION _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A INTERLOCAL AGREEMENT BETWEEN THE CITY OF ABILENE AND THE ABILENE INDEPENDENT SCHOOL DISTRICT (AISD) TO PURCHASE NECESSARY CAPITAL EQUIPMENT AND IMPROVEMENTS THROUGH THE USE OF PEG FUNDS FOR AISD TO PROVIDE CONTENT TO THE CITY'S PEG (PUBLIC, EDUCATIONAL AND GOVERNMENTAL) CHANNEL.

WHEREAS, the City and AISD seek to cooperate so that AISD may provide content for the City of Abilene PEG Channel and/or online broadcast through online streaming of the Public, Educational and Governmental Channel) PEG Channel. The City will provide capital equipment or improvements through the use of PEG Funds so that AISD has the ability to provide content to the City; and,

WHEREAS, the City will purchase the necessary capital equipment and improvements for AISD to record and provide quality content for the PEG Channel; and,

WHEREAS, the term of this agreement is five (5) years from the date of execution with AISD; and

WHEREAS, this agreement will become effective upon the approval of the AISD Board

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

Part 1: The purpose of this agreement is to provide content for the City of Abilene PEG Channel

Part 2: The term of this agreement is for five (5) years from the date of execution.

Part 3: The City will purchase the necessary capital equipment and improvements for AISD.

Part 4: Authorize the City Manager to enter into the Interlocal agreement with AISD.

Part 5: Will be effective upon the approval of the AISD School Board.

That this Resolution shall take effect immediately from and after its passage, as indicated below.

ADOPTED by the City Council on the 14th of April, 2016.

ATTEST:

Danette Dunlap, TRMC
City Secretary

Norm Archibald
Mayor

APPROVED:

Stanley Smith
Interim City Attorney



**City Council
Agenda Memo**

City Council Meeting Date: 4/14/2016

TO: Robert Hanna, City Manager

FROM: Cheryl Sawyers, Communications and Media Relations

**Resolution: Authorizing the purchase of video equipment from B&H Photo in the
SUBJECT: amount of \$107,670.96 from BuyBoard Contract for video equipment upgrades for
Shotwell Stadium – Abilene Independent School District. (*Sawyers*)**

GENERAL INFORMATION

Shotwell Stadium's games and other competitions are major source of programming for the City of Abilene's Public, Education, and Government (PEG) channel 2. The current audio/visual equipment is in dire need of an upgrade to continue to provide the PEG channel with programming. The \$107,670.96 qualifies for use of PEG funds. Which are only to be used for capital improvements lasting over one year to the channel. PEG funds are deposited to the City through a franchise agreement with Suddenlink for the use of the right-of-ways within the City.

Three bids for the video equipment were received from B&H Photo in the amount of \$107,670.96, Videotex in the amount of \$128,777.00, and Digital Resources in the amount of \$136,049.00. B&H Photo had the lowest bid. All three Vendors are on BuyBoard Contracts.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The funding will all come from PEG funds.

STAFF RECOMMENDATION

Staff recommends the purchase of video equipment from B&H Photo .

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
☐ BHPPhoto	Backup Material
☐ Resolution	Resolution Letter



The Professional's Source

Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Phone: 800-947-8003
212-239-7503

Fax: 800-858-5517
212-239-7759

Email: Education: emailbids@bhphoto.com
Corporate: corporatesales@bhphoto.com

Federal Government: gsa@bhphoto.com
State and Local: biddept@bhphoto.com

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Prices Are Valid Until:

04/19/16

Bid No.: 599246680

Reference No.: 48215

Sold To:

City Of Abilene
555 Walnut Street
Suite #203
Attn: Rick Tomlin
ABILENE, TX 79604

Bill Phone: (325)677-6677

Date	Customer Code	Terms	Salesperson	Ship Via
04/04/16	74080372	N/A	080	MULTIPLE
Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
1	NEWTEK LIVE SPRTS 8000 SLTN-TC 8000&3PLAY 440/REG <i>This Is A Special Order Item, And Is Not Returnable.</i>	NELS8000S (FG000829R001)	53,995.00	53,995.00
4	JVC PROHD CAMCORDER/XT20SX47BRM ENG LENS/REG <i>This Is A Special Order Item, And Is Not Returnable.</i>	JVGYHM890F20 (GYHM890F20)	12,995.00	51,980.00
	CONSISTS OF: 4 JVC GY-HM890CHU PRO HD CAMCORDER w/o LENS/REG <i>This Is A Special Order Item, And Is Not Returnable.</i>	JVGYHM890CHU (GYHM890CHU)		
	4 FUJINON XT20SX4.7BRM HDTV ZOOM LENS/REG <i>This Is A Special Order Item, And Is Not Returnable.</i>	FUXT20SX47BR (XT20SX47BRM)		
4	JVC TRIPOD PLATE /ADAPTER KIT f/GYHD100U/REG	JVKA551U (KA551U)	.00	.00
4	JVC SERVO ZOOM CONTROL/REG	JVHZZS13U (HZZS13U)	.00	.00
Continued on Next Page ...				



Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Phone: 800-947-8003
212-239-7503

Fax: 800-858-5517
212-239-7759

Email: Education: emailbids@bhphoto.com
Corporate: corporatesales@bhphoto.com

Federal Government: gsa@bhphoto.com
State and Local: biddept@bhphoto.com

The Professional's Source

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Federal ID#: 13-2768071

Bid No.: 599246680

Date	Customer Code	Terms	Salesperson	Ship Via
04/04/16	74080372	N/A	Slsm	MULTIPLE
Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
4	JVC REAR MANUAL FOCUS CONTROL f/FUJI/JVC/REG <i>This Is A Special Order Item, And Is Not Returnable.</i>	JVHZFM13U (HZFM13U)	.00	.00
4	JVC 7" LCD AC/DC HDMI LCD MONITOR/REG	JVDTX71HI (DTX71HI)	.00	.00
4	BENRO BV6 VIDEO TRIPOD KIT/REG <i>This Item Has a Student Special Price.</i> Price After \$50.00 Instant Rebate Exp. 05/31/16	BEBV6 (BV6)	398.00	1,592.00
4	BENRO BS02 EXTRA PAN BAR HANDLE FOR H8/H10/STUD <i>This Item Has a Student Special Price.</i>	BEBS02 (BS02)	25.99	103.96
PLEASE NOTE: ----- *****UPCOMING SCHEDULE CHANGE ***** We will be closed From Friday April 22nd through Friday April 29th We will reopen on Sunday May 1st, at 10:00AM **** Please reference your BID number on all PO's **** Certain items may be enforced by vendor to sell at the vendor-imposed price posted at the time of order.				
Payment Type - NO PAYMENT TYPE SELECTED			- Amount	Sub-Total: 107,670.96
				Shipping: Free STND
				Total: 107,670.96

RESOLUTION _____

A RESOLUTION AUTHORIZING THE PURCHASE OF VIDEO EQUIPMENT FROM B&H PHOTO IN THE AMOUNT OF \$107,670.96 FOR VIDEO UPGRADES AT SHOTWELL STADIUM AND – FUNDS WILL BE UTILIZED FROM THE CITY’S PEG (PUBLIC, EDUCATIONAL AND GOVERNMENTAL) FUNDS.

WHEREAS, the City is entering into a Interlocal Agreement with Abilene Independent School District (AISD) for AISD to provide content for the City of Abilene PEG Channel; and,

WHEREAS, the City will provide capital equipment or improvements through the use of PEG Funds for upgrades to Shotwell Stadium’s audio and video equipment; and,

WHEREAS, the City has received the following quotes for video equipment, all vendors are on BuyBoard Contracts;

B&H Photo - \$107,670.96

Videotex - \$128,777.00

Digital Resources - \$136,049.00

WHEREAS, the City is recommending the purchase of video equipment through B&H Photo in the amount of \$107,670.96 to upgrade the video equipment at Shotwell Stadium.

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

Part 1: The City is entering into an Interlocal Agreement with Abilene Independent School District

Part 2: The video equipment will upgrade the equipment at Shotwell Stadium

Part 3: The Video equipment will be purchased through B&H Photo

Part 4: The PEG Funds will be utilized to purchase the video equipment

Part 5: The City Council authorizes the purchase from B&H Photo in the amount of \$107,670.96

ADOPTED and approved by the City Council on the 14th of April, 2016.

ATTEST:

Danette Dunlap, TRMC
City Secretary

Norm Archibald
Mayor

APPROVED:

Stanley Smith,
Interim City Attorney



**City Council
Agenda Memo**

City Council Meeting Date: 4/14/2016

TO: Robert Hanna, City Manager

FROM: Cheryl Sawyers, Communications and Media Relations

Resolution: Authorizing the Purchase of audio equipment from N-Tune Music & Sound
SUBJECT: from BuyBoard contract in the amount of \$90,636.00 for audio equipment upgrades for Shotwell Stadium – Abilene Independent School District. (*Sawyers*)

GENERAL INFORMATION

Shotwell Stadium's games and other competitions are major source of programming for the City of Abilene's Public, Education, and Government (PEG) channel 2. The current audio/visual equipment is in dire need of an upgrade to continue to provide the PEG channel with programming. The \$90,636.00 qualifies for use of PEG funds. Which are only to be used for capital improvements lasting over one year to the channel. PEG funds are deposited to the City through a franchise agreement with Suddenlink for the use of the right-of-ways within the City.

Three bids for the audio equipment were received from N-Tune Music and Sound bid \$90,636, Daktronics bid \$162,295.00, and Troxell bid 75,522.34. All three Vendors are on BuyBoard Contracts

Daktronics and Troxell were considered not responsive to bid because they could not provide all of the equipment needed for the project. N-Tune Music and Sound have a local store in Abilene and are considered as a local vendor.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The funding will all come from PEG funds.

STAFF RECOMMENDATION

Staff recommends the authorizing the purchase of audio equipment from N-Tune Music & Sound.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
▣ N-Tune Audio Quote	Cover Memo
▣ Resolution	Resolution Letter



1141 E. 42nd Street
Odessa, Texas 79762
(432) 362-1164

Quote

Date: April 6, 2016
Invoice #:
Customer ID:
Expiration 90 days

To: City Of Abilene
PO Box 60 Abilene, TX 79604
Shotwell Stadium
1525 East South 11th
Abilene, TX 79606

Salesperson	Job	Location	Shipping Terms	Delivery Date	Payment Terms
Michael	Installation				School P.O.

Qty	Item #	Description	Unit Price	Line Total
2	R294Z	Community 3 Way 80X40 High Output Speaker	\$ 1,989.00	\$ 3,978.00
3	R252Z	Community 3 Way 50X20 High Output Speaker	\$ 2,184.00	\$ 6,552.00
9	R194Z	Community 2 Way 80X35 Large Format Speakers	\$ 1,326.00	\$ 11,934.00
4	R594TZ	Community 2 Way 90X40 Coaxial Loud Speaker	\$ 747.50	\$ 2,990.00
3	C484	Lab Gruppen 4 Channel 900W/Channel Amplifier	\$ 3,598.00	\$ 10,794.00
1	SEQ1U	Surge 20 Amp Sequencer	\$ 859.00	\$ 859.00
3	CM1120RT	Surge Compact 20 Amp2 Outlet Sequencer	\$ 1,499.00	\$ 4,497.00
1	SMQV	Lectrosonics Wireless Transmitter	\$ 1,723.50	\$ 1,723.50
1	LECTROMUTE	Lectrosonics Belt Worn Mute Switch	\$ 299.00	\$ 299.00
1	M152SM5P	Lectrosonics Omni Lav Mic	\$ 204.00	\$ 204.00
2	R400ARMPR4001	R400A Installed in RMPR4001 Rack Front Panel	\$ 1,129.00	\$ 2,258.00
4	ALP620	Lectrosonics Shark Fin Antennas	\$ 353.00	\$ 1,412.00
2	ARG50	50' BNC Antenna Cable	\$ 309.00	\$ 618.00
2	ARG100	100' BNC Antenna Cable	\$ 465.00	\$ 930.00
4	AT8459	Audio Technica Swivel Mount Clamp Adapter	\$ 54.00	\$ 216.00
4	AT8663	Audio Technica A Mount Flange	\$ 12.00	\$ 48.00
5	CONTROL25T	JBL 5.25" Speaker	\$ 152.00	\$ 760.00
1	CX204V	QSC 4 Channel 200W @ 70V Amplifier	\$ 1,600.00	\$ 1,600.00
1	CD200BT	Tascam CD Player With Bluetooth	\$ 250.00	\$ 250.00
1	NEXIASP	Biamp 4 Input/8 Output Speaker Processor	\$ 1,598.00	\$ 1,598.00
1	CSM28	JBL 8 Channel Line Mixer	\$ 459.00	\$ 459.00
2	SP2DFN	Dual XLR Wall Plate	\$ 12.00	\$ 24.00
1	AT8666RSP	Audio Technica Desk Stand With Switch	\$ 156.75	\$ 156.75
1	U855QL	Audio Technica Cardioid Dynamic Gooseneck Mic	\$ 109.00	\$ 109.00
1	LTIBLOX	Rapco Laptop Interface	\$ 47.00	\$ 47.00
1	TRD3	Tour Tough 3 Space Rack Drawer	\$ 70.00	\$ 70.00
1	PHM25	25' Mic Cable	\$ 35.00	\$ 35.00
20	PART/SHOP	Interconnect Cable	\$ 20.00	\$ 400.00
2500	12GAK	Installation Grade Speaker Cable	\$ 1.25	\$ 3,125.00
150	9451	Installation Grade Mic Cable	\$ 0.45	\$ 67.50
1	ITEM	125' Boom Lift Rental (United Rentals)	\$ 12,954.00	\$ 12,945.00
1	ILABOR	Installation Labor	\$ 14,000.00	\$ 14,000.00

1	PART/SHOP	Speaker Rigging/Hardware	\$ 3,600.00	\$ 3,600.00
1	IFBT4	Lectrosonics Transmitter With XLR	\$ 1,095.00	\$ 1,095.00
1	R35COAX	10" Ultra Compact Coaxial Two Way Speaker	\$ 450.00	\$ 450.00
1	PA1001G	100W 70V Amplifier	\$ 324.25	\$ 324.25
2	100LVCDB	100 W Volume Knob	\$ 44.00	\$ 88.00
3	50LVCDB	50 W Volume Knob	\$ 40.00	\$ 120.00
				\$ 90,636.00

			Sales Tax	
BuyBoard Vendor ID 2503			Total	\$ 90,636.00

Electrical work is NOT included in this bid!!!

Thank you for your business!

Odessa (432) 362-1164 - Midland (432) 522-1212 - Abilene (325) 677-2471

RESOLUTION _____

A RESOLUTION AUTHORIZING THE PURCHASE OF AUDIO EQUIPMENT FROM N-TUNE MUSIC & SOUND IN THE AMOUNT OF \$90,636.00 FOR AUDIO EQUIPMENT FOR SHOTWELL STADIUM – FUNDS WILL BE UTILIZED FROM THE CITY’S PEG (PUBLIC, EDUCATIONAL AND GOVERNMENTAL) FUNDS.

WHEREAS, the City is entering into a Interlocal Agreement with Abilene Independent School District (AISD) for AISD to provide content for the City of Abilene PEG Channel; and,

WHEREAS, the City will provide capital equipment or improvements through the use of PEG Funds for upgrades to Shotwell Stadium’s audio and video equipment; and,

WHEREAS, the City has received the following bids for audio equipment, all vendors are on BuyBoard Contracts; and,

N-Tune Music & Sound - \$90,636.00

Daktronics - \$162, 295.00

Troxell - 75,522.34.

WHEREAS, the City is recommending the purchase of audio equipment through N-Tune Music & Sound in the amount of \$90,636.00.

WHEREAS, Daktronics and Troxell were not able to provide all the equipment for the project.

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

Part 1: The City is entering into an Interlocal Agreement with Abilene Independent School District

Part 2: The audio equipment will upgrade Shotwell Stadium

Part 3: The Audio equipment will be purchased through N-Tune Music & Sound

Part 4: The PEG Funds will be utilized to purchase the audio equipment

Part 5: The City Council authorizes the purchase of audio equipment from N-Tune Music & Sound in the amount of \$90,636.00

ADOPTED and approved by the City Council on the 14th of April, 2016.

ATTEST:

Danette Dunlap, TRMC
City Secretary

Norm Archibald
Mayor

APPROVED:

Stanley Smith,
Interim City Attorney



**City Council
Agenda Memo**

City Council Meeting Date: 4/14/2016

TO: Robert Hanna, City Manager

FROM: Don Green, Director of Transportation Services

SUBJECT: Resolution: Authorizing the Purchase of Transit Scheduling Software and Mobile Tablets for CityLink. (Green)

GENERAL INFORMATION

CityLink Transit has received funding through the FY 2014 Section 5310 (Elderly and Disabled) Grant to purchase Dispatch/Scheduling Software with 15 mobile tablets. The amount of the grant funding available is \$148,000. TDC's (Toll Development Credits) have been awarded totaling \$37,000, which would be used to satisfy the local match requirement for a total funding amount of \$185,000.

An RFP (Request for Proposals) was issued on November 11, 2015 with five prospective vendors contacted. Only one bid was received on January 7, 2016 from RouteMatch Inc. With only one bid received, state/federal guidelines required additional procedures to ensure a fair and open competition, which were conducted to ensure compliance with federal guidelines.

SPECIAL CONSIDERATIONS

The current dispatch/scheduling software utilized by CityLink Transit is TripSpark (Trapeze) that was purchased through the RFP process in 2003 for \$55,000. The current software is not supported by TripSpark due to its age and outdated technology. CityLink Transit had previously contacted TripSpark to find a solution for upgrading the current version; however the associated costs with the upgrade, lack of technical support and the minimal technology gains brought by the upgrade would not be enough to meet current Demand Response Service needs. Currently, all scheduling for demand response trips is done manually as well as all state and federal reporting.

The RFP process began in 2015 to purchase a dispatch/scheduling software platform where additional technology and can be added to enhance transit as funding became available. That additional technology could include Fixed Route Module, real time Estimated Time of Arrivals (ETA's), AVL capability (Automatic Vehicle Locator), bus stop annunciator's, streamlined state and federal reporting, run cutting* and analysis and full cost allocation capability.

**Run Cutting is the process of developing operator assignments from a pool of vehicle block times. Essentially the most cost efficient way to schedule operators in terms of minimizing the number of vehicles necessary to operate at a given level of service.*

The remaining funds after the purchase would be requested to be transferred to vehicle Preventive Maintenance and drawn down through the normal billing cycle to TxDOT.

FUNDING/FISCAL IMPACT

Grant:	\$148,000
TDCs	\$ 37,000
<u>City's 20% (in Cash)</u>	<u>\$0</u>
Total Funding	\$185,000
<u>Price of Software</u>	<u>(\$177,739)</u>
Remaining Funds:	\$ 7,261

(Will be requested to be applied to Vehicle Maintenance)

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION**ATTACHMENTS:**

Description	Type
❑ CityLink Software Purchase Resolution	Resolution Letter

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASE OF
CITYLINK SCHEDULING AND DISPATCHING SOFTWARE AND 15 MOBILE
TABLETS**

WHEREAS, the city of Abilene (City) owns and operates CityLink; and

WHEREAS, the city receives grant funding through Federal Transportation Administration (FTA), as authorized by the Congress of the United States of America to serve the city's transit needs; and

WHEREAS, the city has demonstrated the need to replace the current scheduling and dispatching software due to software no longer being supported by its vendor;

WHEREAS, the city has received an FTA grant and Transportation Development Credits (TDCs) totaling \$185,000 to be used for this purchase; and

WHEREAS, the city conducted a Request for Proposals ending January 7, 2016 for replacement scheduling and dispatching software and fifteen mobile tablets to use the software in paratransit vehicles; and

WHEREAS, one proposal was received from RouteMatch, Inc. and a negotiated price was settled on of \$177,739.00.

WHEREAS, the remaining \$7,261 in unspent funds will be used for eligible paratransit CityLink vehicle maintenance; 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 purchase of Scheduling and Dispatching Software and fifteen (15) Mobile Tablets.

ADOPTED this 14th day of April 2016.

ATTEST:

Danette Dunlap, City Secretary

Norman Archibald, Mayor

APPROVED:

Stanley Smith, Interim City Attorney



**City Council
Agenda Memo**

City Council Meeting Date: 4/14/2016

TO: Robert Hanna, City Manager

FROM: Stan Standridge, Chief of Police

SUBJECT: Presentation: Use of Wireless Communication Devices While Driving. (Standridge)

GENERAL INFORMATION

In previous conversations with the City Council, City and Police Administrations were asked to research the value of an ordinance that would restrict the use of wireless communications while driving. This topic has been debated vigorously at the State level, but each time the proposed House and Senate bills have failed to become law. Consequently, many cities have adopted ordinances to regulate wireless communications while driving, in hopes that such measures will increase public safety.

April is designated as National Distracted Driving Awareness by TxDOT. In 2014, there were 100,825 traffic crashes in Texas that involved distracted driving (distraction, driver inattention or cell-phone use). That is an increase of 6 percent from 2013. These crashes in 2014 resulted in 3,214 serious injuries and 468 deaths. In fact, nearly one in five crashes in Texas involves driver distraction.

The City of Abilene has seen a 2% decrease in crashes from 2011 to 2015. However, the City has seen a 125% increase in fatality crashes in the same timeframe (from 8 to 18), and a 138% increase in the number of citizens who have died during those crashes (from 8 to 19). Quantifying how many of these fatalities are related to using cellular devices while driving is difficult. In most cases, the only way to determine a driver was distracted at the time of a crash is when they admit to such behaviors.

Therefore, the value of an ordinance might be found in voluntary compliance, where many drivers admit that distracted driving is an issue in this community, and because of an ordinance they will change their behaviors.

Sister cities that have such an ordinance include: Denton, Midland, San Angelo and Grand Prairie.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The passing of an ordinance will result in fines collected for violations. Revenues, consequently, would increase but only slightly.

STAFF RECOMMENDATION

Staff seeks Council's direction on the need for an ordinance.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
□ Proposed Language for Draft Ordinance	Cover Memo

EXHIBIT A

Chapter 18 – MOTOR VEHICLES AND TRAFFIC

ARTICLE XII. USE OF WIRELESS COMMUNICATION DEVICES WHILE DRIVING

Sec. 18-271. Definitions.

For the purpose of this Article, the following words, terms, phrases and their derivations shall have the meanings as set out in this section:

Handheld wireless communication device means a wireless communication device that is portable, and includes but is not limited to, wireless telephones, tablets, ipads, laptops, and smartphones, whether or not it is physically attached to a vehicle.

Text-based communications means a communication that is designed or intended to be composed with at least one (1) hand on a handheld communication device and that is transmitted between wireless communication devices for the purpose of manually communicating in a non-spoken manner with another person in a written medium. The term includes but is not limited to:

- a. A text message;
- b. An instant message;
- c. An email;
- d. A comment on any social media;
- e. Any other type of electronic message.

Utility employee means a person employed by a water, gas, stormwater, telephone or electric utility company, whether private or public.

Sec. 18-272. Violation

An operator of a motor vehicle commits an offense if the operator uses a handheld wireless communication device to read, write, or send a text-based communication while operating a motor vehicle on a public roadway.

Sec. 18-273. Exceptions

Section 18-272 does not apply to:

- (1) an operator of an authorized emergency or law enforcement vehicle using a wireless communication device while acting within the scope of his or her official capacity;
- (2) an operator who is licensed by the Federal Communications Commission operating a radio frequency device other than a wireless communication device; or
- (3) a utility employee using a wireless communication device while operating a utility company vehicle, responding to an emergency, and acting within the scope of his or her employment.

Sec. 18-274. Defenses.

It is a defense to prosecution of an offense under this Article if use of the handheld wireless communication device is performed:

- (1) While the vehicle is stopped, out of the moving lanes of the public roadway;
 - (2) Strictly to engage in a telephone conversation, including dialing or deactivating the call;
 - (3) Solely as a global positioning or navigation system;
 - (4) To communicate with an emergency response operator, a fire department, a law enforcement agency, a hospital, physician's office, or health clinic regarding a medical or other bona fide emergency
- ;
- (5) In the reasonable belief that a person's life or safety is in immediate danger; or
 - (6) Solely in a voice-activated or other hands-free mode.

Sec. 18-275. Conflicts.

To the extent that this Article conflicts with any provision of the Texas Transportation Code regarding the use of wireless communication devices or hand-held mobile telephones, this Article does not apply.

Sec. 18-276. Possession of Device.

A peace officer who stops a motor vehicle for an alleged violation of this Article may not take possession of or otherwise inspect a portable wireless communication device in the possession of the operator unless consent is given by the operator, or otherwise authorized by the Texas Code of Criminal Procedure, the Texas Penal Code, or other law.

Sec. 18-277 Culpable Mental State.

Evidence of a culpable mental state is not required to prove an offense under this Article. It is hereby declared that, for an offense under this Article, the culpable mental state required by Section 6.02 of the Texas Penal Code is specifically negated and dispensed with.

Sec. 18-278. Penalty

An offense under this Article is not a moving violation and may not be made a part of a person's driving record or insurance record. A person convicted of an offense under this Article shall be punished by a fine of up to two hundred dollars (\$200.00).

Secs. 18-279 – 18-284 Reserved.
