



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, 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, December 1, 2016 at 8:30 AM at 555 Walnut Street, 2nd Floor Council Chambers, 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 Anthony Williams

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

4. PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

1. Employee Service Awards:

Delbert "Dee" Lott	Computer Programmer III	20 Years
Joseph Silvas	Supervisor III	20 Years
Dennis Tipler	Utility Worker III	25 Years

5. MINUTES

1. Approval of the Minutes from the November 17th 2016 Regular Council Meeting.

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. **Ordinance:** *(First Reading)* Adopting the Standards of Care; and setting a public hearing for December 15, 2016. ***(Lesli Andrews)***
2. **Ordinance:** *(First Reading)* To amend Chapter 18 designating one-way streets;

and setting a public hearing for December 15th, 2016. (Michael Rice)

3. **Ordinance:** (*First Reading*) Amending Chapter 20, Offenses, Article I, In General, Section 20-3, "Amplifiers, etc. Use on Premises" of the Abilene Code of Ordinances; providing a severability clause; declaring a penalty; and setting a public hearing on December 15th 2016. (Stanley Smith)
4. **Oral Resolution** – Extended Term Street Use License with Sojourner Drilling, Inc. (Michael Rice)
5. **Resolution:** Authorizing the City Manager to enter into a Professional Surveying Services agreement with Sheppard Survey Co., Inc. for the sixth section of the Lake Fort Phantom Hill Platting Project. (Michael Rice)
6. **Resolution:** Bid Award #CB-1705 North 10th & North Mockingbird Intersection Reconstruction Project. (Michael Rice)

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

1. **Resolution:** Awarding Bid for the Antilley Road Sewer, Catclaw Creek to Elm Creek. (Rodney Taylor)
2. **Ordinance & Public Hearing:** (*Final Reading*) Amending Chapter 15, "Lakes", Article I, "In General", Article II, "Lake Fort Phantom Hill", Article III, "Lake Abilene and Lake Kirby" of the Abilene Code of Ordinances; providing for a severability clause; declaring a penalty. (Stanley Smith)
3. **Ordinance and Public Hearing:** (*Final Reading*) **Z-2016-44** A request from St. Ann's Hospital LLC, Agent Chad Baker, to rezone property from MD (Medium Density) Residential to MF (Multi-Family) Residential zoning, located at 1350 Cypress St. (Dana Schoening)
4. **Ordinance and Public Hearing:** (*Final Reading*) **Z-2016-45** A request from Hit Ventures LLC, agent Harley Burnett, to rezone property from HI (Heavy Industrial) to LI (Light Industrial) zoning, located at 720 China St., (Dana Schoening)
5. **Resolution:** Authorizing a services agreement through Texas Department of Information Resources (DIR) with Dell Computers for OpenGov, Inc. software for financial transparency, data visualization and business intelligence services. (Mike Rains)
6. **Discussion and Direction:** Regarding all Boards and Commissions appointed by the City Council. (Danette Dunlap)

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)**
 - A) TML-IRP Roofs

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. Chad Carter v. City of Abilene, Texas; Cause No. 10138-D, In the 350th Judicial District Court, Taylor County, Texas, filed June 17, 2014
3. Gary Lee and Marilu Lee Corpian v. City of Abilene, Cause No. 48,766-A in the 42nd District Court, filed August 7, 2014
4. 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
5. 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, filed March 16, 2106.
6. Abilene Matera LLC v. Board of Building Standards for the City of Abilene and City of Abilene, Cause No. 10696-D. March 17, 2016.
7. Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No. 49368-A, 42nd District Court, Abilene, Taylor County, Texas, filed April 13, 2016
8. E.G., et al. v. Barry Bond, City of Abilene, and Abilene Independent School District, Case 1:16-cv-00068-BL, U.S. District Court, Northern District, Abilene Division, filed April 28, 2016
9. Gary Corpian and Marilu Lee Corpian v. City of Abilene, Texas, Cause No. 49451-A, In the 42nd Judicial District Court, Taylor County, Texas, filed June 24, 2016
10. Mike Rodriguez, Lauren Rodriguez, Laura Gentry Edwards, Mike Gentry, and Lucy Gentry v. City of Abilene, Case No. 1-16CV-080-BL; In the United States District Court, Northern District of Texas, Abilene Division, filed May 17, 2016, served September 2, 2016
11. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016

2. 551.072 (Deliberations about Real Property)

3. 551.073 (Deliberations about Gifts and Donations)

4. 551.074 (Personnel Matters)

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.
 Firemen's Pension Fund Board
 Friends of Safety City Board

Frontier Texas! Board of Directors
Abilene Housing Authority
Landmarks Commission
Library Board
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

5. 551.087 (Business Prospect/Economic Development)

A) Hotel Proposals

6. 551.076 (Deliberations about Security Devices)

9. RECONVENE

10. 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 November, 2016, at _____.

Danette Dunlap, City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 12/1/2016

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director of Community Services

SUBJECT: Ordinance: (First Reading) Adopting the Standards of Care; and setting a public hearing for December 15, 2016. (Lesli Andrews)

GENERAL INFORMATION

In August of 1997 the 74th Legislature enacted Section 42.041(14) of the Texas Human Resources Code, which exempts youth programs operated by a municipality from state child-care licensing requirements. The Texas Human Resources Code provides that in order for a municipality to be exempt from the state's licensing requirements, the governing body of the municipality must annually adopt standards of care by ordinance after a public hearing. The major difference in the City's standards is that we have established standards for 6-13 years of age, whereas the state's standard is for 0-6 years of age, a population we do not serve.

SPECIAL CONSIDERATIONS

The Standards of Care require three inspections/review levels be performed each year to insure compliance. The first level is performed by the Recreation Coordinator to confirm adherence to the Standards themselves. The second is a visual inspection of the facilities to be conducted by the program Administrator with the assistance of a Parks and Recreation Professional not associated with the City of Abilene. That visual inspection was conducted on October 27, 2016. The Parks and Recreation Professional who assisted was Shane Mize from City of Missouri City, Texas. The third level is an annual inspection by both the Fire Department and Environmental Health. All of these inspections and reviews were satisfactorily completed and the program is in compliance. A copy of the Standards of Care will be online for additional access.

FUNDING/FISCAL IMPACT

No funding or fiscal impact.

STAFF RECOMMENDATION

Staff is recommending approval of the 2017 Standards of Care.

BOARD OR COMMISSION RECOMMENDATION

The City of Abilene Parks and Recreation Board approved the 2017 Standards of Care at the board meeting held on November 1, 2016.

ATTACHMENTS:

Description	Type
▣ Ordinance	Ordinance
▣ Standards of Care Review	Backup Material
▣ 2017 Standards of Care	Exhibit
▣ Presentation	Presentation

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, ESTABLISHING
STANDARDS OF CARE FOR CITY OF ABILENE YOUTH PROGRAMS;
REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN
CONFLICT HEREWITH; PROVIDING A SAVINGS CLAUSE; AND
CALLING A PUBLIC HEARING.**

WHEREAS, the City of Abilene, through the Division of Recreation, provides youth programs that contribute to the overall wellbeing of youth and families of the City of Abilene; and

WHEREAS, these youth programs are presently held at the Recreation Centers and designated school sites; and

WHEREAS, the 74th Legislature enacted Section 42.041(b)(14) of the Texas Human Resources Code, which would exempt youth programs operated by a municipality from child-care state licensing requirements provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing; and

WHEREAS, The City of Abilene has had Standards of Care in place for sixteen years which have functioned well; and

WHEREAS, Abilene Parks and Recreation Board the Administrator of Recreation for the City of Abilene recommends that the Standards of Care as set forth in Exhibit "A" be adopted by the City of Abilene:

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

- Section 1.** That all of the recitals and preambles hereinabove stated are found to be true and correct and are incorporated herein and made a part of this ordinance.
- Section 2.** That the Youth Programs' Standards of Care for the City of Abilene, as detailed in Exhibit "A" attached hereto and incorporated herein for all purposes, are hereby approved and adopted.
- Section 3.** That all ordinances or parts of ordinances in conflict with the provisions of the ordinance are hereby repealed.
- Section 4.** That, if any provision of this ordinance will be held to be invalid or unconstitutional, the remainder of such ordinance will continue in full force and effect, the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 5. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required.

PASSED ON FIRST READING this 1st day of December, 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 11th day of December 2016, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON SECOND AND FINAL READING this 15th day of December 2016.

ATTEST:

Danette Dunlap, City Secretary

Norman Archibald, Mayor

APPROVED:

Stanley Smith, City Attorney



Shane Mize – Recreation Superintendent

Parks and Recreation
1522 Texas Parkway
Missouri City, Texas 77489

Phone: 281-403-8634
smize@missouricitytx.gov

10/28/16

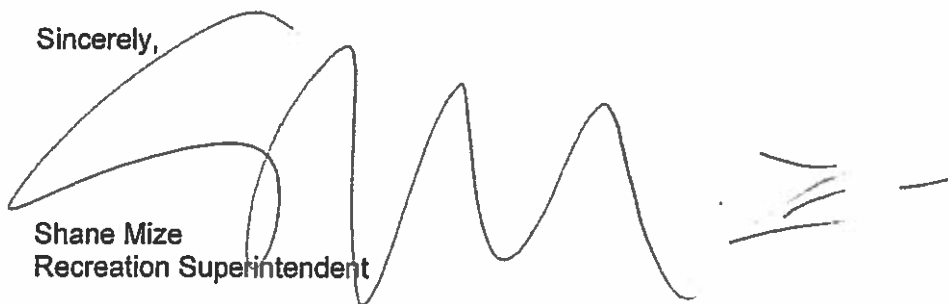
Jeff White
Recreation/Senior Services Manager
City of Abilene
2625 S. 7th St, Abilene, TX 79605

Dear Mr. White,

Please accept this letter as a confirmation that Jason Mangum, Director of Parks and Recreation, and I toured the Recreation and Senior facilities for the city of Abilene and they met and in most cases exceeded all standards of care provided. We conducted our review on Thursday, October 27th and were impressed by the staff, the programming, and the level of service each facility was providing their constituents. We only found one fail in all the facilities we toured, and that was an out of date extinguisher that was accidentally skipped by a contractor the last time they were renewed. Even with that one extinguisher failure, the Rose Park Rec Center had more extinguishers up to code on the site than needed and that extinguisher can be pulled off the wall and still allow the minimum standard to be met for the city's safety offering.

We did provide some additional comments that we hope are helpful for any future review but all in all, we left the Abilene facilities very impressed and wanted to congratulate you on the job well done. If you or anyone else have follow up questions on this report or any of the facility review provided, please let me know.

Sincerely,



Shane Mize
Recreation Superintendent

Standards of Care Review

Recreation Center: ROSE REC CENTER

Date: 10/27/16 Inspector: SHANE MITCHELL & JASON MANUCCI

SAFETY	Yes	No
First Aid kit stocked with Band-Aids and other essential items	<input checked="" type="checkbox"/>	<input type="checkbox"/>
First Aid kit readily assessable in designated area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Center Coordinators: CPR/First Aid Certified	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments:

FIRE	Yes	No
At least one fire extinguisher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fire Extinguishers were current	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Fire Extinguishers locations were labeled	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Emergency Exit map posted	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments: LABEL ON THE WALL, EXT SIGN ON WALL AS WELL?
SUGGESTIONS. ONE MISSED EXTINGUISHER

COMMUNICATION	Yes	No
Emergency Contact Numbers Posted	<input checked="" type="checkbox"/>	<input type="checkbox"/>
EMS or Ambulance contact information posted	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police Department contact information posted	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fire Department contact information posted	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poison Control contact information posted	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Recreation Center contact information posted	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments:

REGISTRATION/ENROLLMENT	Yes	No
Name, Address and Telephone Number included	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name, Address, and Telephone of parent during program hours	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Names and Telephone Numbers of people whom child may be released to	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Statement of child's special needs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Signed copy of liability waiver	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transportation forms contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments: IN FILE CABINET

Standards of Care Review

Recreation Center: SEARS REC CENTER

Date: 10/27/16 Inspector: ^{MIKE}SHANE & JASON MANKAM

SAFETY	Yes	No
First Aid kit stocked with Band-Aids and other essential items	<input checked="" type="checkbox"/>	<input type="checkbox"/>
First Aid kit readily assessable in designated area	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Center Coordinators: CPR/First Aid Certified	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments: FIRST AID KIT GOOD, LOOK TO REFRESH/STOCK

FIRE	Yes	No
At least one fire extinguisher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fire Extinguishers were current	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fire Extinguishers locations were labeled	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Emergency Exit map posted	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments: WALL MOUNTED SIGNAGE, SIGNAGE IN GYM FOR EXIT?

COMMUNICATION	Yes	No
Emergency Contact Numbers Posted	<input checked="" type="checkbox"/>	<input type="checkbox"/>
EMS or Ambulance contact information posted	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police Department contact information posted	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fire Department contact information posted	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Poison Control contact information posted	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Recreation Center contact information posted	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments:

REGISTRATION/ENROLLMENT	Yes	No
Name, Address and Telephone Number included	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Name, Address, and Telephone of parent during program hours	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Names and Telephone Numbers of people whom child may be released to	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Statement of child's special needs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Signed copy of liability waiver	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Transportation forms contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments:

Standards of Care Review

Recreation Center: G.V. DANIELS REC CENTER

Date: 10/27/16 Inspector: SHANE MIZE / JASON MANGUM

SAFETY	Yes	No
First Aid kit stocked with Band-Aids and other essential items	✓	
First Aid kit readily assessable in designated area	✓	
Center Coordinators: CPR/First Aid Certified	✓	

Comments: AED LABELED

FIRE	Yes	No
At least one fire extinguisher	✓	
Fire Extinguishers were current	✓	
Fire Extinguishers locations were labeled	✓	
Emergency Exit map posted	✓	

Comments: WALL MOUNTED STICKER OR LABEL FOR FIRE

COMMUNICATION	Yes	No
Emergency Contact Numbers Posted	✓	
EMS or Ambulance contact information posted	✓	
Police Department contact information posted	✓	
Fire Department contact information posted	✓	
Poison Control contact information posted	✓	
Recreation Center contact information posted	✓	

Comments: BEST WE SAW SO FAR

REGISTRATION/ENROLLMENT	Yes	No
Name, Address and Telephone Number included	✓	
Name, Address, and Telephone of parent during program hours	✓	
Names and Telephone Numbers of people whom child may be released to	✓	
Statement of child's special needs	✓	
Signed copy of liability waiver	✓	
Transportation forms contact information	✓	

Comments:

Standards of Care Review

Recreation Center: COBB REC CENTER

Date: 10/27/16 Inspector: SHANE WIZE & JASON MANGUM

SAFETY	Yes	No
First Aid kit stocked with Band-Aids and other essential items	<input checked="" type="checkbox"/>	
First Aid kit readily assessable in designated area	<input checked="" type="checkbox"/>	
Center Coordinators: CPR/First Aid Certified	<input checked="" type="checkbox"/>	

Comments:

FIRE	Yes	No
At least one fire extinguisher	<input checked="" type="checkbox"/>	
Fire Extinguishers were current	<input checked="" type="checkbox"/>	
Fire Extinguishers locations were labeled	<input checked="" type="checkbox"/>	
Emergency Exit map posted	<input checked="" type="checkbox"/>	

Comments:

COMMUNICATION	Yes	No
Emergency Contact Numbers Posted	<input checked="" type="checkbox"/>	
EMS or Ambulance contact information posted	<input checked="" type="checkbox"/>	
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Fire Department contact information posted	<input checked="" type="checkbox"/>	
Poison Control contact information posted	<input checked="" type="checkbox"/>	
Recreation Center contact information posted	<input checked="" type="checkbox"/>	

Comments:

REGISTRATION/ENROLLMENT	Yes	No
Name, Address and Telephone Number included	<input checked="" type="checkbox"/>	
Name, Address, and Telephone of parent during program hours	<input checked="" type="checkbox"/>	
Names and Telephone Numbers of people whom child may be released to	<input checked="" type="checkbox"/>	
Statement of child's special needs	<input checked="" type="checkbox"/>	
Signed copy of liability waiver	<input checked="" type="checkbox"/>	
Transportation forms contact information	<input checked="" type="checkbox"/>	

Comments:

MAJOR WALL LABEL FIRE EXTINGUISHERS & EMERGENCY EXIT

City of Abilene Recreation Division



Standards of Care for Youth Programs 2017

Community Services Office
633 Walnut Street
Abilene, TX 79601
(325) 676-6217

www.abilenetx.com/parksandrec
parksandrec@abilenetx.com

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ABILENE YOUTH PROGRAMS

STANDARDS OF CARE

The following Standards of Care have been adopted pursuant to Texas Human Resources Code Section 42.041 (b) (14). The Standards of Care are the minimum standards by which the City of Abilene Recreation Division will operate the City's Youth Programs.

General Administration

1. Organization

- A. The governing body of the City of Abilene Youth Programs is the Abilene City Council.
- B. Implementation of the Youth Program's Standards of Care is the responsibility of the Recreation Administrator and departmental employees.
- C. Youth Programs ("Program") to which these Standards apply are the programs held at the City Recreation Centers and designated school sites currently operated by the City of Abilene. Other programs may be subsequently designated by the City of Abilene.
- D. Each of the City of Abilene Youth Program sites will have a current copy of the Standards of Care available for public and staff review.
- E. Parents of participants will be provided a current copy of the Standards of Care during the registration process or the Standards of Care can be accessed on the City of Abilene website at www.abilenetx.com/parksandrec. Parents of participants will be informed that the City of Abilene Youth Programs is not licensed by the State.
- F. Criminal background checks will be conducted on prospective Youth Program employees. If results of the criminal checks indicate that an applicant has been arrested for any of the following offenses, he or she may not be considered for employment:
 - (1) A felony or a misdemeanor classified as an offense against a person;
 - (2) A felony or misdemeanor classified as public indecency;
 - (3) A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance or any violation of the City Policy;
 - (4) Any offense involving moral turpitude;
 - (5) Any offense that would potentially put the City of Abilene or participants of the Program at risk.

2. Definitions

- A. City: City of Abilene.
- B. City Council: City Council of the City of Abilene.
- C. Department: Community Services Department of the City of Abilene.
- D. Director: City of Abilene Director of Community Services Department or designee.
- E. Division: Recreation Services Division of the City of Abilene.
- F. Employee: Someone who has been employed by the City of Abilene and has been assigned responsibility for managing, administering, or implementing some portion of the City of Abilene Youth Programs.
- G. Parent(s): A parent or guardian who has legal custody and authority to enroll a child in the City of Abilene Youth Programs.
- H. Participant: A youth whose parent has completed all required registration procedures and who has been determined to be eligible for the City of Abilene Youth Programs.
- I. Program Manual: A notebook of policies, procedures, required forms, and organizational and programming information relevant to City of Abilene's Youth Programs.
- J. Program Site: Any area or facility where the City of Abilene Youth Programs is held.
- K. Recreation Coordinator: City of Abilene Recreation Division full-time Programmer who has been assigned administrative responsibility for the City of Abilene Youth Programs.
- L. Recreation Specialist or Recreation Leader: Any City of Abilene Recreation Division employee (full-time or part-time) who has been assigned responsibility to implement the City of Abilene Youth Programs.
- M. Playground Supervisor or Playground Aide: Any City of Abilene Recreation Division temporary employee who has been assigned responsibility to implement the City of Abilene Youth Programs.
- N. Administrator: City of Abilene Administrator of Recreation Services or his or her designee.
- O. Youth Program(s) or Program: City of Abilene Youth Programs held at the City's Recreation Centers and designated school sites currently operated by the City of Abilene. Other programs may be subsequently designated by the City of Abilene. These programs are not child-care facilities.

3. Objective of Youth Programs

- A. To provide Youth with the opportunity of recreational activities which may include sports, games, arts and crafts, education, dance, drama, special events, field trips, etc...
- B. To provide an encouraging atmosphere by emphasizing the positive development of physical skills, emotional development, and growth of self-confidence.
- C. To provide a safe environment by promoting good health and welfare for all participants.
- D. To teach Youth how to spend leisure time wisely in an effort to meet the emotional, physical, and social needs of Youth.

4. Inspections/Monitoring/Enforcement

- A. An annual facility inspection report will be initiated by the Recreation Coordinator of each Program to confirm adherence to the Standards of Care. This report will be submitted in March.
 - (1) Inspection reports will be sent to the Administrator for review and kept on record for at least two years.
 - (2) The Administrator will review the report and establish deadlines and criteria for compliance with the Standards of Care.
- B. The Administrator will make visual inspections of the facilities, based on the following schedule. A Parks and Recreation Professional that is not associated with the City of Abilene will assist on one of the following inspections.
 - (1) A pre-summer check in April of each year; and
 - (2) A fall check in October of each year.
- C. Complaints regarding enforcement of the Standards of Care will be directed to the Recreation Coordinator. The Recreation Coordinator will be responsible for taking the necessary steps to resolve the problems. Complaints regarding enforcement of the Standards of Care and their resolution will be recorded by the Recreation Coordinator and forwarded to the Administrator, the complaint and the resolution will be noted.
- D. The Administrator will provide an annual report to the City Council on the overall status of the Youth Programs and their operation relative to compliance with the adopted Standards of Care.

5. Enrollment

- A. Before a child may be enrolled, a parent/guardian must sign registration forms that contain:

- (1) Name, address, and telephone number of the child;
- (2) Name and address of parents/guardian and telephone numbers during program hours;
- (3) The names and telephone numbers of people to whom the child may be released;
- (4) A statement of the child's special needs;
- (5) Proof of residency, when appropriate; and
- (6) A liability waiver which also includes permission for field trips and emergency medical authorization.

6. Suspected Abuse

Program employees will report suspected child abuse in accordance with the Texas Family Code. In a situation where an Employee is involved in an incident with a child that could be considered child abuse, the incident shall immediately be reported to the Recreation Supervisor. The Recreation Supervisor will immediately notify the Police Department and any other agency, as may be appropriate.

Staffing – Responsibilities and Training

1. Recreation Center Coordinators

- A. Qualifications

1. Recreation Coordinators will be full-time, professional employees of the City of Abilene Recreation Division
2. Recreation Coordinators must meet the minimum education/experience requirements for employment with the City of Abilene to plan and implement recreation activities.
3. Recreation Coordinators must be able to pass a background investigation, including testing for illegal substances.
4. Recreation Coordinators have successfully completed a course in First-Aid and Cardiopulmonary Resuscitation (CPR) offered by American Red Cross and/or American Heart Association.
5. Recreation Coordinators must communicate effectively with the public.
6. Recreation Coordinators must complete City of Abilene mandatory training.

B. Job Functions

1. Recreation Coordinators are responsible for administering the Youth Programs daily operations in compliance with the Adopted Standards of Care.
2. Recreation Coordinators are responsible for hiring, supervising, and evaluating Recreation Specialist/Leaders.
3. Recreation Coordinators are responsible for planning, implementing, and evaluating programs.
4. Recreation Coordinators maintain supplies, equipment and all necessary documentation for the operation of the Youth Programs.
5. Recreation Coordinators must communicate with Parent(s) as necessary.
6. Recreation Coordinators provide reports to Recreation Supervisor on a weekly basis regarding Youth Program activities.
7. Recreation Coordinators know and follow all City of Abilene, Division, and Program Manual standards, policies and procedures that apply to Youth Programs.
8. Recreation Coordinators ensure that participants are released only to a Parent(s) or an adult designated by the Parent(s).

2. Recreation Specialist, /or Recreation Leaders

A. Qualifications

1. Recreation Specialist/Leaders may be full-time, part-time, or temporary employees of the City of Abilene Recreation Division.
2. Recreation Specialist/Leaders should be able to consistently exhibit competency, good judgment, and self-control when working with children.
3. Recreation Specialist/Leaders must relate to children with courtesy, respect, tolerance, and patience.
4. Recreation Specialist/Leaders must have successfully completed a course in First-Aid and Cardiopulmonary Resuscitation (CPR) offered by American Red Cross and/or American Heart Association.
5. Recreation Specialist/Leaders must pass a background investigation, including testing for illegal substances.

6. Recreation Specialist/Leaders will be responsible for understanding and following all City of Abilene, Departmental, Division, and Program standards, policies, and procedures that apply to the City of Abilene Youth Programs.

B. Job Functions

1. Recreation Specialist/Leaders will be responsible for providing participants with an environment in which they can feel safe, enjoy wholesome recreation activities, and can participate in appropriate social opportunities with their peers.
2. Recreation Specialist/Leaders will directly lead activities using a method that will provide opportunities for involvement of all participants on an equal basis.
3. Recreation Specialist/Leaders must exhibit enthusiasm for the activity to impart a feeling of excitement in the participants.
4. Recreation Specialist/Leaders will promote a non-competitive, positive, image-enhancing environment for each participant through the direction of fun, varied, and well-organized activities.
5. Recreation Specialist/Leader must be with participants at all times while they are participating in the Program.
6. Recreation Specialist/Leaders ensure that participants are released only to a Parent(s) or an adult designated by the Parent(s).

3. Playground Supervisor and/or Playground Aide

A. Qualifications

1. Playground Supervisor/Aides may be full-time, part-time, or temporary employees of the City of Abilene Recreation Division.
2. Playground Supervisor/Aides should be able to consistently exhibit competency, good judgment, and self-control when working with children.
3. Playground Supervisor/Aides must relate to children with courtesy, respect, tolerance, and patience.
4. Playground Supervisor/Aides must pass a background investigation, including testing for illegal substances.
5. Playground Supervisor/Aides will be responsible for understanding and following all City of Abilene, Departmental, Division, and Program standards, policies, and procedures that apply to the City of Abilene Youth Programs.

B. Job Functions

1. Playground Supervisor/Aides will assist in leading activities using a method that will provide opportunities for involvement of all participants on an equal basis.
2. Playground Supervisor/Aides must exhibit enthusiasm for the activity to impart a feeling of excitement in the participants.
3. Playground Supervisor/Aides will promote a non-competitive, positive, image-enhancing environment for each participant through the direction of fun, varied, and well-organized activities.
4. Playground Supervisor/Aides will be responsible for picking-up the areas used by their group area each activity.
5. Playground Supervisor/Aides must be with participants at all times while they are participating in the Program.
6. Playground Supervisor/Aides ensure that participants are released only to a Parent(s) or an adult designated by the Parent(s).

4. Training/Orientation

- A. The Division is responsible for providing training and orientation to Program employees in working with children and for specific job responsibilities. Recreation Coordinators will provide each Recreation Specialist/Leaders and Playground Supervisor/Aides with a Program manual specific to each Youth Program.
- B. Program employees must be competent with the Standards of Care for Youth Program operation as adopted.
- C. Program employees must be competent with the Program's policies, including discipline, guidance, and release of participants as outlined in the Summer Playground Manual.
- D. Program employees will be trained in appropriate procedures to handle emergencies.
- E. Program employees will be trained in areas including City, Departmental, Division and Program policies and procedures; provision of recreation activities; safety issues; and organization.

Operations

1. Staff-Participant Ratio

- A. The City of Abilene Youth Programs, the minimum employee to participant ratio will be 1 to 20 for participants from ages 6-13.
- B. Each participant should have a Program employee who is responsible for him or her and who is aware of details of the participant's habits, interests, and any special needs as identified by the participant's parent during the registration process.

2. Notification

- A. Parents must be notified immediately when Program employees are aware of the following:
 - (1) Participant is injured; or
 - (2) Participant has a sign or symptom requiring exclusion from the site (i.e. communicable disease, fever, and/or illness).
- B. All parents must be notified if there is an outbreak of any communicable disease. The disease will be reported to the Abilene Taylor County Public Health District.

3. Discipline

- A. Program employees will implement discipline and guidance in a consistent manner, based on the best interests of Program participants.
- B. There will be no cruel or harsh punishment or treatment.
- C. Program employees may use brief, supervised separation from the activity if necessary.
- D. As necessary, Program employees will initiate discipline reports to the parents of participants. Parents will be asked to sign participant discipline reports to indicate they have been advised about a specific problem or incident. Copies of these reports will be kept on file with the Administrator.
- E. A sufficient number and/or severe nature of discipline reports as detailed in the Program manual may result in a participant being suspended and/or expelled from the Program.
- F. In instances where there is a danger to other participants or staff, offending participants will be removed from the Program site as soon as possible.

- G. Any person(s) creating a nuisance, causing a disturbance, or creating an unsafe environment at any Program Site will be subject to ejection from the site and possible arrest and legal action.

4. Programming

- A. Program employees will provide activities for each group according to the participants' ages, interests, and abilities. The activities will be appropriate to participants' health, safety, and well-being. The activities also will be flexible and designed to promote the participants' emotional, social, and mental growth.
- B. Program employees will provide indoor and outdoor time periods to include:
 - (1) Alternating active and passive activities;
 - (2) Opportunity for individual and group activities; and
 - (3) Outdoor time each day that weather permits.
- C. Program employees will be attentive and considerate of the participants' safety on field trips and during any transportation provided by the Program. Participants must be counted before leaving the Program Site and before boarding the transportation to return to the Program Site.
 - (1) During trips, Program employees supervising participants must have immediate access to emergency medical forms and emergency contact information for each participant.
 - (2) Program employees will have transportation cards of the participants in the group and must check the roll frequently.
 - (3) Program employees should have First-Aid supplies and a guide to First-Aid and emergency care available on field trips.
 - (4) Notice of any field trips will be displayed at a prominent location at each Program site.

5. Communication

- A. Each Program site will have access to a telephone for use in contacting the Recreation Center or making emergency calls.
- B. The Recreation Coordinator will post the following telephone numbers adjacent to a telephone accessible to all Program employees at each site:
 - (1) Ambulance or emergency medical services.

- (2) City of Abilene Police Department.
- (3) City of Abilene Fire Department.
- (4) Poison control.
- (5) The telephone number for the site itself.
- (6) Numbers at which parents/guardian may be reached.

6. Transportation

- A. First- Aid supplies and a First-Aid emergency care guide will be available in all Program vehicles that transport children.
- B. All Program vehicles used for transporting participants must have available a 6-BC portable fire extinguisher located in the passenger compartment of the vehicle which will be accessible to the adult occupants.
- C. Transportation cards with the names and telephone numbers of participants' parents and physicians will be available in all Program vehicles that transport participants.

Facility Standards

1. Safety

- A. Program employees will inspect Program sites daily to detect sanitation and safety concerns that might affect the health and safety of the participants. A monthly inspection report will be completed by the Program staff and kept on file at the center.
- B. Buildings, grounds, and equipment on the Program site will be inspected, cleaned, repaired, and maintained to protect the health of the participants.
- C. Program equipment and supplies should be safe for the participants use.
- D. Program employees should have First-Aid supplies available at each site, during transportation and for the duration of any off-site activity.
- E. Program employees should have first-aid supplies readily available to staff in a designated location. Program employees should have an immediately accessible guide to First-Aid and emergency care.
- F. Program air conditioners, electric fans, and heaters should be mounted out of participants reach or have safeguards that keep participants from being injured.

2. Fire

- A. In case of fire, danger of fire, explosion, or other emergency, Program employee's first priority is to evacuate the participants to a designated safe area.
- B. The Program site will have an annual fire inspection by the City of Abilene Fire Department, and the resulting report will detail any safety concerns observed. The report will be forwarded to the Administrator who will review and establish deadlines and criteria for compliance. Information from this report will be included in the Director's annual report to the City Council.
- C. Each Program site must have at least one (1) fire extinguisher approved by the Fire Marshall readily available to all Program employees. The fire extinguisher is to be inspected monthly by the Recreation Center Coordinator, and a monthly report will be kept at the center, who will keep the report on file for a minimum of two years. All of the City of Abilene Youth Program employees will be trained in the proper use of fire extinguishers.

3. Health

- A. Illness or Injury
 - (1) A participant who is considered to be a health or safety concern to other participants or staff will not be admitted to the Program.
 - (2) Illnesses and injuries will be handled in a manner to protect the health of all participants and employees. Paramedics will be notified in the event of an injury that cannot be remedied through basic first aid. An accident report shall be completed and forwarded to the Recreation Supervisor.
 - (3) An ill Youth will not be allowed to attend or participate if the Youth is suspected of having a temperature and/or accompanied by behavior changes or other signs or symptoms until a medical evaluation indicating that the Youth can return to the Youth Program.
 - (4) Program employees will follow plans to provide emergency care for injured participants or for participants with symptoms of an acute illness as specified in the Program manual.
 - (5) Program employees will follow the recommendation of the Texas Department of Health concerning the admission or readmission of any participant after a communicable disease.

B. Program employees will administer medication only if:

- (1) A parent/guardian completes and signs a medication form that provides authorization for staff to dispense medication with details as to time and dosages. The form will include a “hold harmless” clause to protect the City.
- (2) Prescription medications are in the original containers labeled with the child’s name, a date, directions, and the physician’s name. Program employees will administer the medication only as stated on the label. Program employees will not administer medication after the expiration date.
- (3) Non-prescription medications are labeled with the child’s name and the date the medication was brought to the Program. Nonprescription medication must be in the original container. The Program staff will administer it only according to label directions.
- (4) Medications dispensed will be limited to routine oral ingestion not requiring special knowledge or skills on the part of Program employees. No injections will be administered by the Program employees.
- (5) Program employees must ensure medications are inaccessible to participants or, if it is necessary to keep medications in the refrigerator (when available), medications will be kept separate from food.

C. Toilet Facilities

- (1) The Program site will have inside toilets located and equipped so children can use them independently and Program employees can supervise as needed.
- (2) There must be at least one flush toilet for every thirty (30) children. Urinals may be counted in the ratio of toilets to children but must not exceed fifty percent (50%) of the total number of toilets.
- (3) An appropriate and adequate number of lavatories will be provided.

D. Sanitation

- (1) The Program site must have adequate light, ventilation, and heat.
- (2) The Program must have an adequate supply of water, meeting the standards of the Texas Department of Health for drinking water, and

ensure that it will be supplied to the participants in a safe and sanitary manner.

- (3) Program employees must see that garbage is removed from Program sites daily.
- (4). The Program site will have an annual health inspection by the City of Abilene Health Department, and the resulting report will detail any health concerns observed. The report will be kept on file at the center. Information from this report will be included in the Director's annual report to the City Council.

4. Participants

- A. All participants must wear tennis shoes daily. Sandals or flip flops are not permitted.
- B. Shoes must be worn at all times, unless the Youth is in the swimming pool or participating in an activity that requires no shoes to be worn.
- C. Youth must respect the Employees, Program Site, and each other.

2017 Standards of Care

December 15, 2016



Standards of Care

- The City of Abilene Standards of Care is for ages 6-13.
- The Standards of Care are for the Afterschool program and the Summer Playground program offered by the Recreation Division.
- The City maintains a 20 to 1 ratio of child to employee.



Requirements

- Three annual inspections
 - Recreation Coordinator to confirm adherence to the Standards themselves.
 - Visual inspection of the facility conducted by a parks and Recreation Professional not associated with the City of Abilene.
 - Annual inspection by both the Fire Department and Environmental Health.
- City Council must annually adopt the Standards of Care by ordinance.
- Abilene Parks Board approved the Standards of Care on November 1, 2016.



Questions





**City Council
Agenda Memo**

City Council Meeting Date: 12/1/2016

TO: Robert Hanna, City Manager

FROM: Michael Rice, P.E. Director of Public Works

SUBJECT: Ordinance: (First Reading) To amend Chapter 18 designating one-way streets; and setting a public hearing for December 15th, 2016. (*Michael Rice*)

GENERAL INFORMATION

The City of Abilene and the Texas Department of Transportation have made several changes to the Frontage Roads, and City Streets to make them one-way. As a result there is a need to update the city code to include these changes and provide an accurate list of all current one-way streets.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

No funding is required and no fiscal impact is anticipated.

STAFF RECOMMENDATION

Traffic Services recommends approval of this item.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance	Ordinance
<input type="checkbox"/> Presentation	Presentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-289, “ONE-WAY STREETS-AT ALL TIMES,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, most highway frontage roads within the City of Abilene have been transitioned to become one-way streets; and

WHEREAS, there is a need to update the city code to include these changes and provide an accurate list of all current one-way streets.

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

PART 1: That Chapter 18, Article XIII, Section 18-289 of the Abilene Municipal Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That any persons, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 1st day of December, 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 ____ day of _____, 2016, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 15th day of December, 2016, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 15th day of December, 2016.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 18-289. One-way streets—At all times.

In accordance with the provisions of this chapter, and when properly signposted, traffic shall move only in the direction indicated upon the following streets or portions of streets:

<u>Street</u>	<u>Extent</u>	<u>Direction</u>
North 2nd St.	From Walnut to Grape Sts.	West
South 2nd St.	From Oak to Chestnut Sts.	West
North 3rd St.	From the unnamed connector street immediately west of Mulberry St. to Walnut St.	East
North 4th St.	From Walnut St. to the unnamed connector street immediately west of Mulberry St.	West
North 5th St.	From the southern continuation of Victoria St. to Plum St.	East
North 6th St.	From Hickory to Victoria Sts.	West
North 10th St.	From Grape to Park Sts.	East
North 11th St.	From Grape to Park Sts.	West
Butternut St.	From 150 feet north of South 24th St. to 100 feet south of South 24th St.	South
Chestnut St.	From South 1st to South 7th Sts.	South
Clack Dr., North	From Ambler Ave. off-ramp to the North 1st St. on-ramp	South
Clack Dr., South	From S. 7 th St. off ramp on US 83/84 to FM 707.	South
	From Southwest Dr. to Buffalo Gap Rd.	Southeast
	From Taos St. to Canyon Rock Rd.	South
Cypress St.	From North 1st to North 6th Sts.	North
Danville Dr., North	From the North 1st St. off-ramp to West Stamford St.	North
Danville Dr., South	From Crawford St. to South 1 st St.	North

	From Buffalo Gap Rd. to S. 1 st St.	North
	From Buffalo Gap Rd. to Steffens St.	North
	From Crawford St. to Industrial Blvd.	North
Hickory St.	From North 1st to North 2nd Sts.	North
Oak St.	From South 1st to South 4th Sts.	North
Orange St.	From North 1st to North 2nd Sts.	South
Overland Trail, West	From the Pine St. off-ramp to Old Anson Rd.	West
Overland Trail, West	From Clack St. to West City Limits	West
Overland Trail, East	From North Danville Drive to Elmdale Road North	East
Parking Cr., Lower	From west end to east end	East
Parking Cr., Upper	From west end to east end	East
San Jose Dr., North	From North 10th St. to Pioneer Dr.	North and East
Stamford St., West	From Danville Dr. to the Pine St. on-ramp	East
Stamford St., East	From Pine St. overpass to IH 20 Frontage Rd	East
Loop 322 Access Rd, South	From Industrial Blvd. exit to Entrance ramp south of Maple St.	South
Loop 322 Access Rd, North	From Maple St. to Entrance Ramp North of Oldham Ln.	North
Unnamed connector street	From the western continuation of North 3rd St. at Grape St. to North 3rd St. at Mulberry St.	East
Unnamed connector street	From North 4th St. at Mulberry St. to the western continuation of North 3rd St. at Grape St.	West
Unnamed connector street	From Orange Street at North 1st Street to Butternut Street at South 1st Street	South
Unnamed connector street	From Butternut Street at South 1st Street to Hickory Street at North 1st Street	North
Unnamed connector street	From North 6th Street at Victoria Street to North 5th Street at the northern continuation of Victoria Street	Southeast
Unnamed connector street	From U.S. 277 to Dub Wright Blvd.	Northwest
Unnamed connector street	From Dub Wright Blvd. to U.S. 277	Southeast
Unnamed connector ramps east of Mockingbird Blvd.	From Mockingbird Blvd. at South 2nd to South 1st Street	North

	From North 1st Street to Mockingbird Blvd. at North 2nd Street	North
Unnamed connector ramps west of Mockingbird Blvd.	From Mockingbird Blvd. at North 2nd Street to North 1st Street	South
	From South 1st Street to Mockingbird Blvd. at South 2nd Street	South
Unnamed connector ramp	From unnamed connector street leading from Pine Street to Chestnut Street to South 1st Street at Chestnut Street	Clockwise
Unnamed connector street	From North 1st Street at Pine Street to Chestnut Street at South 2nd Street	South
Unnamed connector street	From Oak Street at South 2nd Street to Pine Street at North 1st Street	North
Unnamed connector ramp	From Pine Street at North 1st Street to South 1st Street at Chestnut Street	South then West
Unnamed connector ramp	From South 1st Street at Oak Street to Pine Street at North 1st	West then North
Unnamed connector ramp	From South 1st Street at Oak Street to the unnamed connector street leading from Oak Street to Pine Street	South then Clockwise
Victoria St., West	From North 6th to North 5th Sts.	South

One-Way Roadways

Requested Ordinance Change to update one-way roadways as described within Chapter 18, Article XIII, Section 18-289 of the Abilene Municipal Code



One-Way Roadways

- The City of Abilene and the Texas Department of Transportation have made several changes to the Frontage Roads, and City Streets to make them one-way.
- There is a need to update the city code to reflect these changes and provide an accurate list of all one-way streets.





**City Council
Agenda Memo**

City Council Meeting Date: 12/1/2016

TO: Robert Hanna, City Manager

FROM: Stanley Smith, City Attorney

SUBJECT: Ordinance: (First Reading) Amending Chapter 20, Offenses, Article I, In General, Section 20-3, "Amplifiers, etc. Use on Premises" of the Abilene Code of Ordinances; providing a severability clause; declaring a penalty; and setting a public hearing on December 15th 2016. (Stanley Smith)

GENERAL INFORMATION

The City of Abilene adopted Ordinance Section 20-3, Amplifiers, etc. Use on Premises, in 1965. Section 20-3 regulates and prohibits the use of amplification devices on premises. The ordinance lacks a measureable standard to determine when and if a person violates the ordinance by his or her use of amplification. This lack of a measurable standard may render Section 20-3 unconstitutional under current First Amendment jurisprudence as being overbroad.

Litigation was recently initiated against the City of Abilene challenging the constitutionality of Section 20-3, Code of Ordinances. The litigation has been resolved.

The City has other applicable noise ordinances to regulate and prohibit unreasonable noise with the city limits. Specifically, Section 20-1, Code of Ordinances, regulates and prohibits unreasonable noise with the city limits.

Section 20-3, Code of Ordinances, should be removed in its entirety.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The ordinance change would have little to no fiscal impact.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

Not applicable.

ATTACHMENTS:

Description	Type
☐ Ordinance Cover	Ordinance
☐ Ordinance Exhibit	Exhibit
☐ PowerPoint	Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE AMENDING CHAPTER 20, OFFENSES, ARTICLE I. IN GENERAL, SECTION 20-3, "AMPLIFIERS, ETC. USE ON PREMISES," OF THE ABILENE MUNICIPAL CODE AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, the City of Abilene ("City") adopted an ordinance in 1965 regulating and prohibiting the use of amplification on premises; and

WHEREAS, the ordinance lacks a measureable standard to determine when and if a person violates the ordinance by his or her use of amplification; and

WHEREAS, such lack of a measurable standard may render the ordinance unconstitutional under current First Amendment jurisprudence; and

WHEREAS, litigation was initiated challenging the constitutionality of Section 20-3, Code of Ordinances, and the litigation has been resolved; and

WHEREAS, the City Council desires that all persons be able to exercise their First Amendment rights under the U.S. Constitution with minimal governmental intrusion; and

WHEREAS, the City has other applicable noise ordinances to regulate and prohibit unreasonable noise with the city limits; and

WHEREAS, Section 20-3, Code of Ordinances, should be removed.

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

PART 1: That Chapter 20, Article I, Sections 20-3, of the Code of Ordinances, City of Abilene, Texas, is hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating the provisions of this Ordinance, shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.

Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 1st day of December, 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 ____ day of _____, 2016, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 15th day of December, 2016, to permit the public to be heard. 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 15th day of December, 2016.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Chapter 20

OFFENSES

ARTICLE I. IN GENERAL

Sec. 20-3. Reserved. ~~Sec. 20-3. — Amplifiers, etc. Use on premises.~~

~~No person shall use or operate or cause to be used or operated any mechanical or electrical device, machine, apparatus or instrument to produce, intensify or to amplify or reproduce the human voice, or to produce, reproduce, intensify or amplify any other sound, in any building or on any premises in the city whereby the sound therefrom is cast directly upon any public street or where such device is maintained and operated for advertising purposes or for the purpose of attracting the attention of the passing public, or which is so placed or operated that the sounds coming therefrom can be heard to the annoyance or inconvenience of travelers upon any street or public place, or of persons in neighboring premises.~~

~~(Code 1965, § 19-25)~~

Section 20-3, Use of Amplification

1. Section 20-3 regulates and prohibits the use of amplification devices on premises.
2. The ordinance lacks a measureable standard to determine when and if a person violates the ordinance by his use of amplification.
3. This lack of a measurable standard may render the ordinance unconstitutional under current First Amendment jurisprudence as being overbroad.
4. The City has other noise ordinances to regulate and prohibit unreasonable noise with the city limits.
5. Section 20-3, Code of Ordinances, should be removed in its entirety.





**City Council
Agenda Memo**

City Council Meeting Date: 12/1/2016

TO: Robert Hanna, City Manager

FROM: Michael Rice, P.E., Director of Public Works

Oral Resolution – Extended Term Street Use License with Sojourner Drilling,
SUBJECT: Inc. (Michael Rice)

GENERAL INFORMATION

Sojourner Drilling, Inc. of Abilene, Texas, has submitted an application for an Extended Term Street Use License to use a portion of City right-of-way on Vogel Avenue west and along Westview Drive north to alley way east to Bridge Street north of Vogel (location depicted on attached map). The applicant wishes to place two (2)- two and three-eighths (2 3/8) inch pipelines for the transportation of crude oil and water from an oil well location to existing storage facilities. Sojourner Drilling, Inc. has applied for and has obtained a City drilling permit for a well located on Vogel Avenue.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff has reviewed this request and recommends that the City Council authorize the Mayor to execute the attached Extended Term Street Use License with Sojourner Drilling, Inc. for use of a portion of the City's right-of-way on Vogel Avenue, Westview Drive and Bridge Street.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
❑ Street Use License Packet	Cover Memo
❑ Sojourner Drilling SUL Presentation	Presentation

THE STATE OF TEXAS

STREET USE LICENSE AGREEMENT
EXTENDED TERM

COUNTY OF TAYLOR

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this _____ day of _____, A.D., 20____, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and Sojourner Drilling, Inc., 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:

Vogel Avenue at the west right-of-way, along Westview Drive right-of-way north to alley way east to Bridge Street right-of-way north of Vogel Avenue

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:

Bore under Vogel Avenue at the west right-of-way, along Westview Drive right-of-way north, bore under Westview Drive heading east to alley way east to Bridge Street right-of-way along the western edge of the drainage cut north of Vogel Avenue to place 2 (two) 2 3/8 (two and three-eighths) inch pipelines for the transportation of crude oil and water to the existing storage facilities to the northeast (see attached map).

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.

III. Insurance

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

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

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

All insurance policies or certificates shall contain the following provisions:

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

All insurance policies shall be subject to the examination and approval of the Office of 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. The construction signing and barricading requirements of the Texas Manual On Uniform Traffic Control Devices shall be met for all work done in the public right-of-way.

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

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

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

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

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

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

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

V. Termination

1. This License shall automatically terminate 10 years from the date of execution.

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

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

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

CITY OF ABILENE, TEXAS

Mayor

ATTEST:

City Secretary

APPROVED:

City Attorney

NAME OF LICENSEE:

Sojourner Drilling Corp.

By: _____

Signature

William C. Sojourner III President
Printed Name and Title

Business Address: P.O. Box 3234
Abilene, Tx 79604

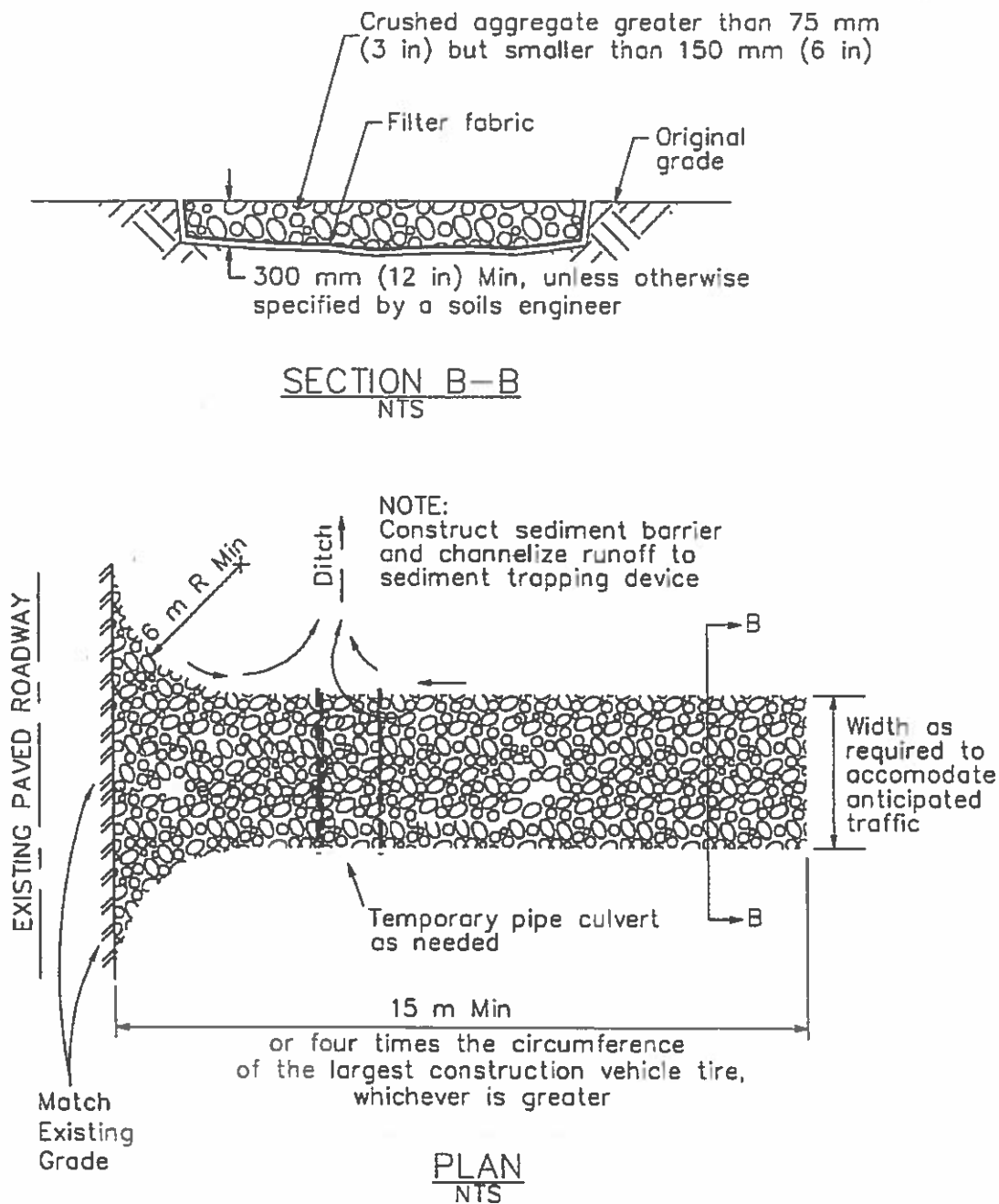
**STREET USE LICENSE AGREEMENT
WITH
Sojourner Drilling, Inc.**

CONDITIONS AND COVENANTS

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

1. The Licensee shall contact the city's Engineering Division (676-6281) prior to commencing any work in the right-of-way.
2. The Licensee shall submit a traffic control plan to the Traffic and Transportation Division (676-6281) for approval before beginning any work that will result in blocking traffic lanes.
3. The Licensee shall contact the Traffic Signal Shop (676-6066) or the Traffic Engineering office (676-6281) for location of traffic signal facilities and shall contact the Water Utilities Department (676-6425) for location of water and sewer lines before beginning excavation in the right-of-way.
4. The Licensee shall contact the city of Abilene Building Inspections (676-6232) regarding any necessary permits for the installation of the requested facility.
5. The Licensee shall ensure all underground utilities are identified and marked prior to any excavation.
6. The Licensee shall barricade any excavation in the right-of-way to prevent pedestrian and/or vehicular access while excavation is unattended. Any barricades left in the right-of-way overnight must be lighted.
7. The Licensee shall promptly repair all signs, pavement markings, and other traffic control devices damaged by its work in the right-of-way.
8. If the City determines that the subject right-of-way is needed for purposes that would be adversely impacted by the permitted facility, the Licensee shall remove the permitted facility within sixty (60) days notice of cancellation.
9. A construction site entrance/exit must be provided at east right-of-way location on Vogel Avenue using the "Caltrans TC-1 type 1 Construction Exit". All materials excavated for the installation of the "Caltrans TC-1 type Construction Exit" must be removed from the site and disposed of outside of any 100 year flood plain. A copy of the "Caltrans TC-1 type 1 Construction Exit" will be attached to and become part of the "Floodplain Development Permit/Application and Extended Term Street Use License".

10. The pipeline as it crosses the drainage way will have to be buried a minimum of 2' beneath natural ground and be sleeved and a concrete cap (around the top and sides of the sleeve or pipe). If buried a minimum of 4' below natural ground concrete encasement may be omitted. The full crossing must be at depth additional pipe burial will be required to achieve transition from surface runs of pipeline to burial depth.
11. Due to right-of-way boring and boring pits, trench safety must be provided which complies with O.S.H.A. trench safety requirements and regulations.

Stabilized Construction Entrance/Exit**TC-1**

Stabilized Construction Entrance/Exit (Type 1)





SOJOU-1

OP ID: AF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/19/2016

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 Perry Hunter Hall, Inc. P.O. Box 1400 Abilene, TX 79604 Ronny Jaye Bryant	CONTACT NAME: Ronny Jaye Bryant	
	PHONE (A/C, No, Ext): 325-673-6414	FAX (A/C, No): 325-673-4413
INSURED Sojourner Drilling Corp William Sojourner PO Box 3234 Abilene, TX 79604-3234	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Bitco General Insurance Corp	
	INSURER B: First Mercury Insurance Co	
	INSURER C: Texas Mutual Insurance Company	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CLP3642548	09/01/2016	09/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CAP 3642549	09/01/2016	09/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ N/A		TX-EX-0000033363-04	09/01/2016	09/01/2017	EACH OCCURRENCE \$ \$4mil AGGREGATE \$ \$4mil
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	TSF0001070613	10/01/2016	10/01/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 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)

General & Automobile Liability policies provide Blanket Addl Insured if required by written contract. Blanket 30 DNOC when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

CITY OF A City of Abilene 555 Walnut Abilene, TX 79601	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 Ronny J. Bryant

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STREET USE LICENSE AGREEMENT
EXTENDED TERM

APPLICATION

Applicant: Sojourner Drilling, Inc. Phone: 325-672-2832

Address: PO Box 3234, Abilene, TX 79604

Agent: Enprotec/Hibbs & Todd, Inc. Phone: 325-698-5560

Description of Public Right-of-Way to be used: Refer to Proposed Route Map. Rights-of-Way to be used include: approximately 215 feet of Westview Drive (west side), approximately 715 feet of an un-improved alley, and approximately 460 feet of platted (un-improved) Bridge Street (west side).

Owner of adjacent property: Please see Proposed Route Map, attached.

Proposed use of public right-of-way: Installation and operation of a 2-3/8" oil transmission line and a 2-3/8" water line for oil production and storage.

Reasons for the request: Given the proximity of existing residential structures, schools, church facilities, etc., there is not enough room to safely locate storage tank facilities on the same site as the production well. Therefore, the proposed pipeline is necessary to transport the produced oil to the storage tank site, which will be located approximately 0.5 miles north of well site.

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

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

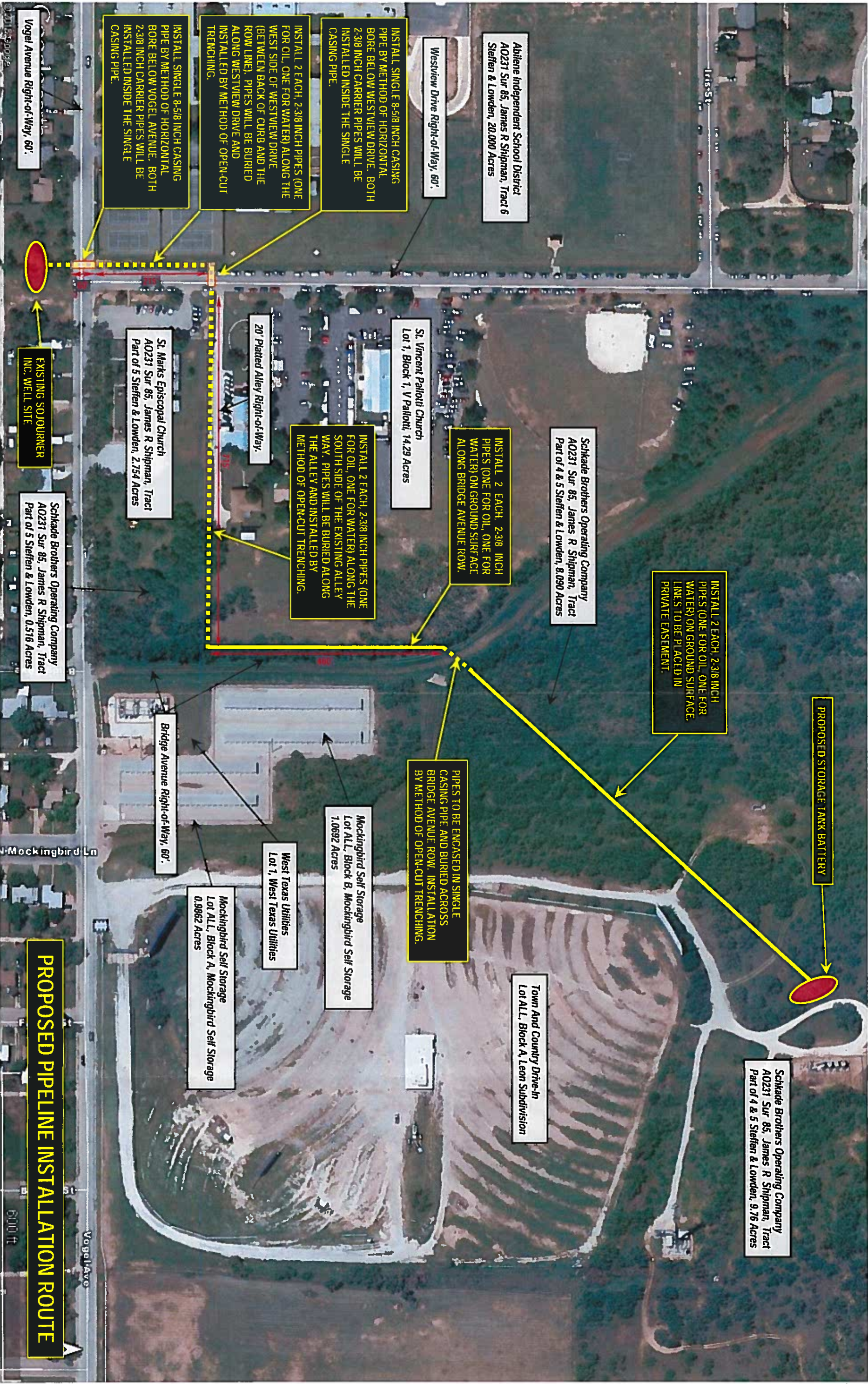


Signature of Applicant or Agent

November 8, 2016

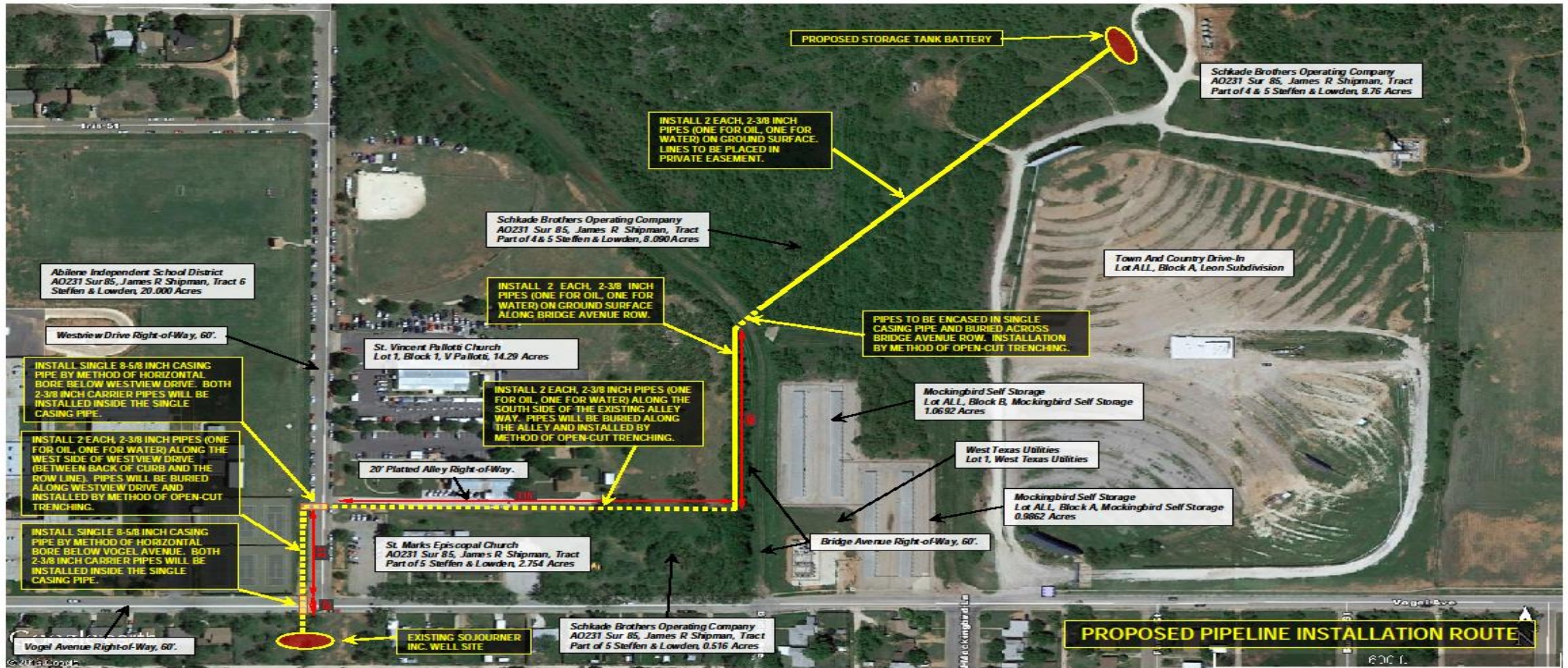
Date

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



Extended Term Street Use License

- Sojourner Drilling, Inc. applied for an Extended Term Street Use License to use a portion of City right-of-way on Vogel Avenue west and along Westview Drive north to alley way east to Bridge Street north of Vogel Avenue for the transportation of crude oil and water an oil well location to existing storage facilities.
- Staff recommends approval of the Extended Term Street Use License to Sojourner Drilling, Inc.





**City Council
Agenda Memo**

City Council Meeting Date: 12/1/2016

TO: Robert Hanna, City Manager

FROM: Michael G. Rice, P.E., Director of Public Works

**Resolution: Authorizing the City Manager to enter into a Professional Surveying
SUBJECT: Services agreement with Sheppard Survey Co., Inc. for the sixth section of the Lake Fort
Phantom Hill Platting Project. *(Michael Rice)***

GENERAL INFORMATION

This item will authorize the City Manager to enter into an agreement for the surveying of the lots along Bird Blvd., Yaw Rd., Wits End, Blackfoot Rd., Fishing Village Cr., Cherokee Cr., Boat Ramp Rd., Mohawk Rd., and Seminole Rd. at Lake Fort Phantom Hill. The proposed contract will include the topographic surveying, lot boundary determination, utility location, right of way and easement determination, monument establishment, preparation of preliminary and final plats, and individual lot survey maps. The process will be conducted in accordance with the existing Land Development code and normal City procedures.

SPECIAL CONSIDERATIONS

Local participation and experience working at Lake Fort Phantom Hill and with the City as a whole was considered Sheppard Surveying Co., Inc. was chosen as the most qualified professional for this project.

FUNDING/FISCAL IMPACT

The total amount for this Professional Services Contract for Surveying services is in a not to exceed amount of \$198,900.00. Funding for this contract will come from the Water Department from funds for the Lake Fort Phantom Hill Platting Project.

STAFF RECOMMENDATION

Staff recommends City Council approve a resolution authorizing the City Manager to execute an agreement with Sheppard Surveying Co., Inc. in the amount of \$198,900.00 for Surveying services for Lake Fort Phantom Hill Platting Project Section 6.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description		Type
▣	Project Resolution Letter	Resolution Letter
▣	Project Location Map	Exhibit
▣	Project Contract	Backup Material
▣	Presentation Slides	Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
SHEPPARD SURVEYING CO., INC.**

WHEREAS, Local participation and experience working at Lake Fort Phantom Hill and with the City as a whole was considered, Sheppard Surveying Co., Inc. was chosen as the most qualified professional for the Lake Fort Phantom Hill Platting Project Section 6; and

WHEREAS, this project will encompass all services listed within the contract along Bird Blvd, Yaw Rd., Wits End, Blackfoot Rd., Fishing Village Cr., Cherokee Cr., Boat Ramp Rd., Mohawk Rd., and Seminole Rd.: and

WHEREAS, the following not to exceed price was received for including all services listed within the contract:

Lake Fort Phantom Hill Project Section 6	\$198,900.00
------------------------------------------	--------------

WHEREAS, The City Council authorizes the City Manager to execute an agreement with Sheppard Surveying Co., Inc. in the amount of \$198,900.00 for the surveying services associated with the Lake Fort Phantom Hill Platting Project Section 6.

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

PART 1: The City Council authorizes the City Manager to execute an agreement with Sheppard Surveying Co., Inc.

PART 2. That the agreement is in the amount of \$198,900.00 for all services listed within the contract.

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

ADOPTED this 1st day of December, 2016.

ATTEST:

Danette Dunlap, City Secretary

Norm Archibald, Mayor

APPROVED:

Stanley Smith, City Attorney





PROFESSIONAL SERVICES CONTRACT (not Architect or Engineer)

This contract is between the City of Abilene ("City"), and Sheppard Surveying Co., Inc. ("Professional").

The Professional will provide services as stated in Attachment A, Scope of Work.

I. TERM

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

II. PAYMENT

Payment is according to Attachment B.

III. ASSIGNMENT

The Professional may not assign in whole or in part any rights, duties, obligations or interest arising from this agreement without the City's prior written consent.

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

Ownership of Documents and Materials is according to Attachment C.

VI. NONDISCLOSURE

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

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.

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

VIII. INSURANCE

A. GENERAL REQUIREMENTS

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

The required insurance must be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies are subject to examination and approval by the City'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 Professional must provide the City Secretary with either an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance. Thereafter, the Professional must furnish new certificates or copies of the policy before the expiration date.

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 Professional. In the event of termination, Professional will be compensated for work satisfactorily performed before the termination date.

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

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

XI. PROJECT REPRESENTATION

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

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., Engineering Division
P.O. Box 60
Abilene, TX 79604
Phone: 325-676-6282
Fax: 325-676-6460
E-mail: larry.wright@abilenetx.com

Professional - ATTN:

XIII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XIV. NO INDEBTEDNESS

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

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

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

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

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

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 Professional. The Professional must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Professional is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the project, tangible personal property purchased for use in the performance of this contract and not completely consumed, or other taxable services used to perform this contract, or other taxes required by law in connection with this contract.

IN WITNESS HEREOF the parties have entered into this agreement this _____ day of _____, 20____.

CITY OF ABILENE

By: _____

Title: _____

PROFESSIONAL

By: 

Title: PRESIDENT

Address: 1013 ENERGY DR.
ABILENE, TX 79602

Phone Number: 325-695-4277

Federal Tax I.D.# 95-1828978

ATTEST:

ATTEST: (If Corporation)

City Secretary

Corporation's Secretary

Corporate Seal (if available):

APPROVED:



City Attorney



Risk Manager

ATTACHMENT A

SCOPE OF SERVICES

There will be five tasks in this Professional Services contract. Below are the limits of this contract.

Section 6: Phases Eight, Nine, Ten, and Eleven Platting Process – Bird Blvd., Yaw Rd., Wits End, Blackfoot Rd., Fishing Village Cr., Cherokee Cr., Boat Ramp Rd., Mohawk Rd., and Seminole Rd.

This contract establishes an agreement between the City of Abilene (“City”) and the surveying firm (“Surveyor”) for the Surveyor to prepare formal plats for Phases Eight through Eleven of Lake Fort Phantom Hill. The Surveyor shall be required to perform all surveying and associated work needed to prepare this plat, unless specifically excluded below. The plats must be prepared in compliance with all City of Abilene requirements, as per its Land Development Code.

These plats will establish the public right-of-way and lot lines for the existing lots in Sections Eight through Eleven.

All coordinates established and provided by the Surveyor shall be furnished in feet, NAD 83 State Plane Coordinates, Texas North Central Zone and all elevations shall be NAVD 88 and tied to the City of Abilene’s GPS base station and/or monuments. The Surveyor shall perform the work as shown in the tasks below. Drawings shall be submitted in AutoCAD format and coordinate data shall be submitted in PNEDZ format in an Ascii or text file. All data collected by the Surveyor shall be submitted to the City Engineer.

Additional work may be required to accomplish this project and will be coordinated between the Surveyor and City Engineer’s office. All such claims for additional work shall be addressed by a formal amendment to the contract, as agreed upon by both parties. Project payment and timeline shall be as established in Attachment B.

Task One: Preliminary Surveying.

The Surveyor shall perform the following work in Task One:

- tie into primary survey monumentation system established by Sheppard Surveying at Lake Fort Phantom under Sheppard Surveying’s previous surveying services contract with the City and utilize the spillway elevation determined by Sheppard Surveying;
- perform topographic survey as needed on the lake-side of existing lease lots to determine the existing lake elevation as well as the contour matching the spillway elevation;
- survey the existing pavement edges and pavement centerline of the roads and, survey the existing public utilities along the roads. It shall be the responsibility of

the Surveyor to have these utilities located by the proper entities. Public utilities to be located shall include electric, telephone, water, cable, and any other existing public utilities in this area.

These elements shall be combined into a preliminary drawing of this area to be submitted to the City Engineer's office for review. The Engineering Division will review this drawing and coordinate with the Surveyor to determine the most efficient strategy for proceeding with the subsequent tasks. This coordination will approximate the property lines for the individual lots. These property lines will need to be refined and finalized prior to the completion of the Preliminary Plat in Task Two.

Task Two: Develop and Submit Preliminary Plat.

Upon completion of Task One, the Surveyor shall proceed to prepare the Preliminary Plat, which shall be prepared and submitted by the Surveyor in accordance with the City of Abilene's Land Development Code, Chapter 3: Subdivision Regulations. Please note that the existing Ten-foot contour data of this area possessed by the City shall be sufficient in lieu of two-foot contour intervals. The Engineering Division shall supply this information to the Surveyor for incorporation into the Preliminary Plat.

The Surveyor shall utilize guidelines provided by the City Engineer to determine:

- the proposed lot lines between adjacent properties [see note below];
- any changes needed to the existing alignment of the streets;
- the exact location, width, and description of any easements required;
- and, the best way to create minimum ½ acre lots, which may include a combination of existing lot(s);

[Note: It has been proposed to determine lot lines by "lines of occupation" in most circumstances and where possible. It is intended that the proposed lot lines be in agreement with the homeowners on the adjacent lots. The Surveyor shall be responsible for delineating these proposed lot lines by use of lathes, pins, etc., in a manner that is plainly evident to the lessees. City staff shall be responsible for any final negotiations with homeowners.

It shall be the Surveyor's responsibility to address and/or correct any comments made by the Development Review Committee and to resubmit the document if necessary until it is approved by the Planning and Zoning Commission.

Task Three: Survey Future Right-of-Way.

After completion of Task Two, the Surveyor shall proceed with the remaining phases.

The Surveyor shall perform a topographic survey of the future street rights-of-way with minimum 50' cross-sections. This survey will be utilized for future roadway design to be done by others. The Surveyor shall prepare preliminary drawings depicting this survey

with preliminary line work to be done by the Surveyor in an AutoCAD format and a point file both to be submitted to the Engineering Division.

Task Four: Develop Plat and Establish Monumentation.

The Surveyor shall develop a final plat in accordance with the City's Land Development Code, Chapter 3: Subdivision Regulations, which includes the establishment of monumentation. The property lines shall be determined in Tasks One and Two for the lots. All property lines shall be delineated by a property pin at property corners, points of tangency, points of curvature, etc. except where such lines shall be located beneath the water surface, where the property corners shall be delineated by an offset pin(s) with called reference bearing(s) and distance(s). These offset corners shall be depicted on the final plat. The Surveyor shall install all monumentation on the ground prior to submitting the final plat.

Task Five: Submit and File Final Plat and Provide Deed Surveys of Individual Lots.

Upon completion of the plat preparation and establishment of the monumentation by the Surveyor, the Surveyor shall submit the final plat for approval as per the City of Abilene's Land Development Code.

The Surveyor shall be responsible to address and/or correct any comments made during the review of the plat and for resubmitting the plat as necessary until approved.

Upon approval of the final plat, the Surveyor shall file the final plat at the Jones County Courthouse.

Upon filing the final plat the Surveyor shall submit to the City of Abilene Engineering Office a set of Deed Surveys for each individual lot.

ATTACHMENT B

PAYMENT SCHEDULE AND PROJECT TIMELINE

Project Payment Schedule.

Compensation shall be based on actual hours of work and/or time devoted to providing professional services as herein described and shall be paid according to the agreed rate schedule to be provided by the Surveyor. The Project will have a not to exceed amount of \$198,900.00.

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

Project Timeline.

Realizing that there are numerous potential obstacles to this platting process, it shall be the intent of the Surveyor to accomplish all tasks in as brief amount of time as possible.

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) _____

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

(Option 2) X

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

Certificate of coverage ("certificate") - a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Professional's/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractors" in 406.096) - includes all persons or entities performing all or part of the services the Professional has undertaken to perform on the project, regardless of whether that person contracted directly with the Professional and regardless of whether that person has employees. This includes, without limitation, independent contractors, subprofessionals, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitations, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- b. The Professional shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Professional providing services on the project, for the duration of the project.
- c. The Professional must provide a certificate of coverage to the City prior to being awarded the contract.
- d. If the coverage period shown on the Professional's current certificate of coverage ends during the duration of the project, the Professional must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- e. Professional shall obtain from each person providing services on a project and provide to City:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven (7) days after receipt by the Professional, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

- g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Professional shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Professional shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Professional, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
 - (3) provide the Professional, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the Professional:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Professional is representing to the City that all employees of the Professional who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Professional's failure to comply with any of these provisions is a breach of contract by the Professional which entitles the City to declare the contract void if the Professional does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

ATTACHMENT E
NOTICE TO PROCEED

ATTACHMENT F
CHANGE IN SCOPE OF SERVICES

Form 1295 Information

Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Filing Process:

On January 1, 2016, the ethics commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. **An authorized agent of the business entity must sign the printed copy of the form and have the form notarized.** The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

To: Vendors or other persons doing business with the City of Abilene, the Housing Authority of the City of Abilene, the Development Corporation of Abilene (DCOA), Civic Abilene, Inc.

From: City of Abilene

Re: Disclosure form required by state law.

Dear Vendor:

Effective January 1, 2006, H.B. 914 requires any person or business that contracts with a city or is considering doing business with a city to file a "conflicts of interest questionnaire." This means that any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a city (including submitting a bid on a city contract) must file a questionnaire.

This is designed to ensure that the public is aware of possible relationships of persons who are doing business with the City, the DCOA, Civic Abilene, Inc. or other local governmental entity.

If a vendor or agent of the vendor has an employment or business relationship with any of the persons listed on the attached list or their family* that results in taxable income or gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the 12-month period preceding the filing of this form, the vendor or agent must fill out the form and report the relationship.

All vendors who are doing business or seeking to do business with the above listed governmental entities after January 1, 2006 must fill out the required form. If you are already doing business with the City, you must file your form within seven days of your receipt of this notice. If you have not entered into an agreement with the City yet, you must file your form before you provide any services or goods to the City. The form should be returned with your bid packet or returned to _____. If you do not have any business relationship with any of the listed persons, please put N/A on the form, sign and return it with your bid packet.

Thank you,

The City of Abilene
The Development Corporation of Abilene, (DCOA)
Civic Abilene, Inc.

*A family member is defined as a person related to another person within the first degree by consanguinity (blood) or affinity (marriage). This definition includes a spouse, father, mother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law and stepchildren.

CITY COUNCIL

Mayor Norm Archibald
Shane Price
Bruce Kreitler
Anthony Williams
Jay Hardaway
Kyle McAlister
Steve Savage
City Manager: Robert Hanna

CIVIC ABILENE, INC.

David Gist
Clint Rosenbaum
Neomia Banks
Tom Boecking
Joe Alcorta, Sr.
Steve Leggett
Peggy Manning
Charles Perkins
Mike Warren
Laura Donaway
Micki Wright
Shaun Rea Martin
John Thomas
Rick Waldruff
Iziar Lankford

Director: Molly Moser

DEVELOPMENT CORPORATION OF ABILENE

John Beckham
Dani Ramsay
Marelyn Shedd
Jack Rich
Dave Copeland

Director: Kent Sharp

CONFLICT OF INTEREST QUESTIONNAIRE

FORM E-CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person doing business with local governmental entity.

<u>Maxey B</u>	<u></u>	<u>SHEPPARD</u>
First Name	MI	Last Name

2.



Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NA

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NA

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM E-CIQ

Page 2

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship.

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes


☐

No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7. Signature

I, 
Maxey W. Sheppard, hereby swear or affirm that I completed the Form CIQ on 11-01-2016

I understand that by signing, I am submitting Form CIQ to the [] and hereby represent that the information provided by me is true and correct. A false statement or misrepresentation by me may result in disqualification to transact business with the [] in the future and may subject me to penalties under Chapter 176 of the Texas Local Government Code.

Email Address: Maxey@SheppardSurvey.com (optional)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
11/10/2016

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 VANCE GODDARD STATE FARM State Farm 3132 S 27TH ST ABILENE, TX 79605		CONTACT NAME: VANCE GODDARD PHONE (A/C, No, Ext): 325-695-8191 FAX (A/C, No): 325-695-8192 E-MAIL ADDRESS: vance.goddard.b30s@statefarm.com	
INSURED SHEPPARD SURVEYNG, INC 1013 ENERGY DR ABILENE, TX 79602		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Lloyds NAIC # 43419 INSURER B: State Farm Mutual Automobile Insurance Company 25178 INSURER C: State Farm Fire and Casualty Company 25143 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		93-CJ-L451-3 93-CU-N767-2	06/01/2016 06/01/2016	06/01/2017 06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		191-6258-C27-43E	09/27/2016	03/27/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		93-UA-2102-4	12/29/2015	12/29/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	93-CA-D370-2	06/01/2016	06/01/2017	PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CITY OF ABILENE IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

CANCELLATION

CITY OF ABILENE
 P O BOX 60
 ABILENE, TX 79604
 325-676-6281

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

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

Certificate Number:
2016-131215

Date Filed:
11/01/2016

Date Acknowledged:

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

Sheppard Surveying Co., Inc
Abilene, TX United States

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 services, goods, or other property to be provided under the contract.

COA2017
Land Surveying

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

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.



Maxey Sheppard

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me by the said Maxey Sheppard, this the 1 day of November 20 16, to certify which, witness my hand and seal of office.

Crystal Walker
Signature of officer administering oath

Crystal Walker
Printed name of officer administering oath

Notary
Title of officer administering oath



SHEPPARD SURVEYING COMPANY, INC.

TBPLS FIRM # 100277-00

1013 Energy Drive, Abilene, Texas 79602

325-695-6277 • sheppard-survey@sheppard-survey.com

November 1, 2016

Re: Contract – Ft. Phantom Section 6

Rates:

Registered Professional Land Surveyor	\$115.00/hr
Survey Technician	\$75.00/hr
Clerical	\$32.00/hr
GPS unit (each)	\$30.00/hr
1-man field crew	\$80.00/hr
2-man field crew	\$100.00/hr
3-man field crew	\$125.00/hr
Research copy fees	Cost plus 10%
Supplies	Cost plus 10%
Mileage	\$0.62/mile

Invoices will generally be made on the 20th of each month.

Schedule:

Work will generally be done in the same sequence as listed in Contract. Work will begin within 10 business days of notice to proceed and will continue dependent upon all those factors and situations we have worked through in past sections 2-5.

Based upon the foregoing observations, SSCI proposes a fee of \$198,900.

Respectfully Submitted,


Maxey Sheppard

Agenda Item: Lake Fort Phantom Hill Platting Project Section 6

Resolution: Authorizing City Manager to execute an agreement with Sheppard Surveying Co., Inc. (*Rice*)



Agenda Item:

Lake Fort Phantom Hill Platting Project Section 6

- Professional Services Contract for Section 6 of the Lake Fort Phantom Hill Platting Project.
- Project will includes platting leased lots along Bird Blvd., Yaw Rd., Wits End, Blackfoot Rd., Fishing Village Cr., Cherokee Cr., Boat Ramp Rd., Mohawk Rd., and Seminole Rd.
- Staff recommends entering into agreement with Sheppard Surveying Co., Inc. for the not to exceed amount of \$198,900.00.



**City Council
Agenda Memo**

City Council Meeting Date: 12/1/2016

TO: Robert Hanna, City Manager

FROM: Michael G. Rice, P.E., Director of Public Works

SUBJECT: Resolution: Bid Award #CB-1705 North 10th & North Mockingbird Intersection Reconstruction Project. (Michael Rice)

GENERAL INFORMATION

This Project was advertised as a Public Notice on October 30th & November 6th of 2016 with a bid opening dated November 15th 2016. This contract involves the reconstruction of the intersection located at N. 10th St. & Mockingbird Ln. in concrete, the contract will also include new curb and gutter, curb ramps, and sidewalk.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for this project is allocated from multiple CO's (2008 and 2015) and CIP funds (2011).

STAFF RECOMMENDATION

Staff recommends bid award to Bontke Brothers Construction Co. of Abilene Texas in the amount of \$465,023.45.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
❑ Resolution Letter	Resolution Letter
❑ Bid Tab	Backup Material
❑ Project Location Map	Exhibit
❑ Presentation Slides	Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AWARDING BID TO BONTKE BROTHERS CONSTRUCTION CO., ABILENE,
TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the reconstruction of the N. 10th St. & Mockingbird Ln. intersection; and

WHEREAS, the project involves the reconstruction of the N. 10th St. & Mockingbird Ln. intersection in concrete. The contract will also include new curb & gutter, curb ramps, and sidewalk: and

WHEREAS, the following bids were received and opened on the November 15, 2016:

Bontke Brothers Construction Co., Abilene, Texas	\$465,023.45
Alamo City Constructors, San Antonio, Texas	\$513,799.14
J.H. Strain & Sons Inc., Tye, Texas	\$583,003.86

WHEREAS, Bontke Brothers Construction Co., Abilene, Texas submitted the low bid in the amount of \$465,023.45 with the bid meeting specifications. Staff recommends awarding the bid to the low bidder, Bontke Brothers Construction Co., Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$465,023.45.

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

ADOPTED this 1st day of December, 2016.

ATTEST:

Danette Dunlap, City Secretary

Norm Archibald, Mayor

APPROVED:

Stanley Smith, City Attorney

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

PAGE
1 OF 1

DEPARTMENT: ENGINEERING
BID NO.: CB-1705
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: NOVEMBER 15, 2016

BONTKE BROTHERS
CONSTRUCTION CO., INC.
ABILENE, TX

ALAMO CITY
CONSTRUCTORS
SAN ANTONIO, TX

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

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	N. 10 TH & MOCKINGBIRD CONCRETE INTERSECTION PROJECT				*465,023.45		513,799.14		583,003.86						
BASE BID					*465,023.45		513,799.14		583,003.86						
DISCOUNT															
TOTAL BID					*465,023.45		513,799.14		583,003.86						

*NOTES: INDICATES RECOMMENDED AWARD

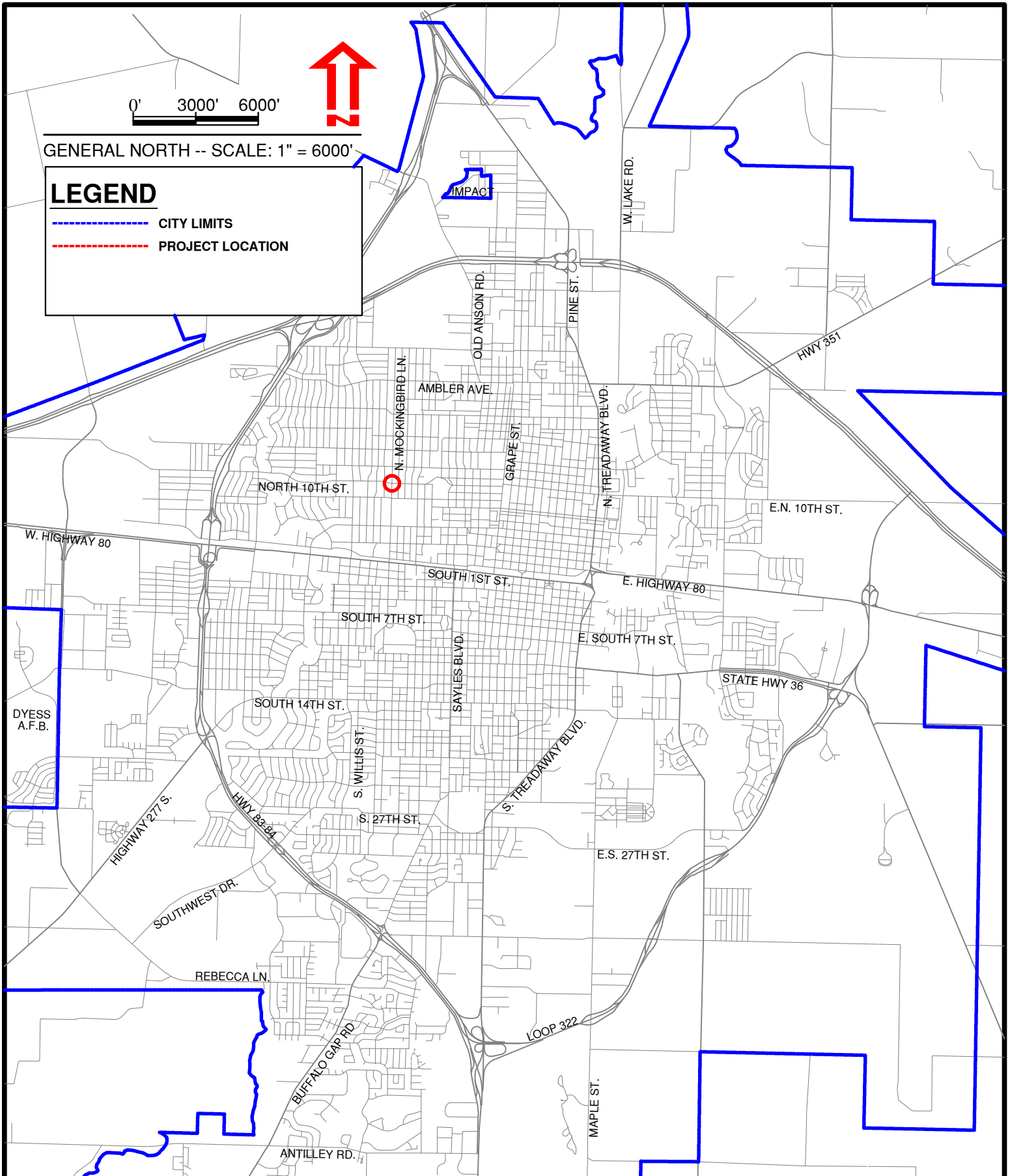
0' 3000' 6000'



GENERAL NORTH -- SCALE: 1" = 6000'

LEGEND

- CITY LIMITS
- PROJECT LOCATION



Sheet
1
of
1

CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

N. 10TH & MOCKINGBIRD CONCRETE INTERSECTION PROJECT

Designed By: LARRY WRIGHT

Drawn By: MICHAEL MILLER

Checked By: LARRY WRIGHT

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Folder: MISC.
PROJECTS

Computer File Name:

N. 10TH &
MOCKINGBIRD
PROJECT

Date: DEC. 2016

Agenda Item:

**North 10th & North Mockingbird
Intersection Reconstruction Project**

**Resolution: Bid Award #CB-1705 N. 10th St. & Mockingbird
Reconstruction Project. (*Rice*)**



Agenda Item:

North 10th & North Mockingbird Intersection Reconstruction Project

- Construction Contract for the reconstruction of the intersection located at N. 10th St. & Mockingbird Ln.
- Project Advertised October 30th & November 6th, Bids Opened November 15th.
- Three bids were received.
- Staff recommends award of contract to Bontke Brothers Construction in the amount of \$465,023.45.



**City Council
Agenda Memo**

City Council Meeting Date: 12/1/2016

TO: Robert Hanna, City Manager
FROM: Rodney Taylor, Director of Water Utilities

Resolution: Awarding Bid for the Antilley Road Sewer, Catclaw Creek to Elm Creek.
SUBJECT: (Rodney Taylor)

GENERAL INFORMATION

The Water Utilities Department is requesting that by written resolution the City Council award a bid to Starks Construction Company Inc. of Abilene, TX (Starks) in the amount of \$514,615.00 for the Antilley Road Sewer, Catclaw Creek to Elm Creek, project CB-1704 (Project). The Project was advertised in the Abilene Reporter News on October 23 and 30, 2016. Bids were opened on November 9, 2016. Only one bid was received. The bid was \$36,000 below the Project Engineer's estimate for the project. The Project Engineer has evaluated the low bid for conformity with the advertisement for bids and does recommend awarding the bid to Starks.

SPECIAL CONSIDERATIONS

On June 9, 2016 the Abilene City Council authorized the City Manager to execute a development agreement between the City of Abilene and Red Dirt Holdings, Inc. (Developer) for the Elm Creek at Wylie Residential Subdivision (Development). That agreement was executed on June 14, 2016. The agreement establishes the terms and conditions to allow the City of Abilene to participate with the developer for the installation of the offsite sanitary sewer improvements associated with the development. The City of Abilene will utilize its available pro rata funds to pay for Starks to install the project. The developer has agreed to reimburse the City of Abilene for the total cost of the project by making four payments coinciding with the four phases of the development. The developer shall also provide a bank letter of credit as security to assure that the City of Abilene does eventually receive full reimbursement for its expenditures on the project. City staff is expecting to receive the initial payment and the bank letter of credit from the developer on Monday November 21, 2016.

The developer is fully responsible for hiring a Texas Licensed Professional Engineer to design the project. Adams Engineering and Surveying, Inc. prepared the plans, specifications, and contract documents, assisted the City with soliciting bids, and is responsible for general supervision of the project.

The Project is for the installation of approximately 3,900 linear feet of 12" diameter PVC sewer main along the south side of Antilley Road beginning at Catclaw Creek and extending west to near Elm Creek.

FUNDING/FISCAL IMPACT

The Water Department proposes to fund this project from the Water and Sewer Pro Rata Fund.

STAFF RECOMMENDATION

Staff recommends awarding the bid to Starks in the amount of \$514,615.00 as described above.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description		Type
▣	Resolution Awarding Bid for the Antilley Road Sewer	Cover Memo
▣	Bid Tab CB-1704-Antilley Road Sewer-Starks-12-1-16	Cover Memo
▣	Bid Submittal CB-1704-Antilley Road Sewer-Starks-12-1-2016	Cover Memo
▣	Development Agreement-Red Dirt Holdings-Elm Creek at Wylie-6-9-16	Cover Memo
▣	Engineer's Letter of Recommendation-Antilley Road Sewer-Starks-12-1-16	Cover Memo
▣	Contract-Award Bid for Antilley Road Sewer	Cover Memo
▣	Presentation-Award Bid for Antilley Road Sewer	Cover Memo

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDBID TO STARKS CONSTRUCTION COMPANY INC. FOR THE ANTILLEY ROAD SEWER, CATCLAW CREEK TO ELM CREEK, IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT BETWEEN CITY OF ABILENE AND RED DIRT HOLDINGS, INC.

WHEREAS, the City of Abilene (City) has a policy governing the use of its pro-rata program to promote and encourage the development of residential subdivisions; and

WHEREAS, Red Dirt Holdings, Inc. (Developer) plans to develop the Elm Creek at Wylie residential subdivision (Subdivision) located near Antilley Road and Twin Oaks Boulevard which is anticipated to contain approximately 400 residential lots at complete build-out; and

WHEREAS, the Developer plans to build-out the subdivision in four phases, with the first phase containing 53 lots; and

WHEREAS, the Developer is required to construct approximately 3,900 linear feet of offsite sewer extension of sufficient depth to serve the entire subdivision with gravity flow sanitary sewer and is responsible for all costs associated with such extension; and

WHEREAS, the City and its Director of Water Utilities have determined that it is in the best interest of the City to initially contribute costs associated with the extension of the sewer main line to the subdivision, with reimbursement to City of total costs of such extension to be made by Developer using four payments coinciding with the four phases of the development; and

WHEREAS, with assistance from the developer's project engineer, the City has solicited bids for construction of the project, and the only bid was submitted by Starks Construction Company Inc. (Starks) in the amount of \$514,615.00, and the project engineer and City Staff do recommended that the Abilene City Council award the bid to Starks; and

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

The Abilene City Manager is authorized to execute the construction contract with Starks Construction Company, Inc. in the amount of \$514,615.00 for the construction of the Antilley Road Sewer, Catclaw Creek to Elm Creek.

ADOPTED this 1st day of December, 2016.

ATTEST:

Danette Dunlap, City Secretary

Norman Archibald, Mayor

APPROVED:

City Attorney

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

PAGE
1 OF 1

DEPARTMENT: WATER
BID NO.: CB-1704
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: NOVEMBER 9, 2016

STARKS CONSTRUCTION
ABILENE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	ANTILLEY ROAD SEWER, CATCLAW CREEK TO ELM CREEK				514,615.00										
BASE BID					514,615.00										
DISCOUNT															
TOTAL BID					514,615.00										

*NOTES: INDICATES RECOMMENDED AWARD

BID FORM

Date: 11-9-16

Bid of Starks Const. Co. Inc. ("Bidder"), organized and existing under the laws of the

State of Texas, doing business as _____
(corporation, partnership, or individual)

To: **THE CITY OF ABILENE, TEXAS**

Bidder offers to perform all Work for constructing

ANTILLEY ROAD SEWER, CATCLAW CREEK TO ELM CREEK

according to the Contract Documents and at the prices stated in the Bid Schedule.

Bidder acknowledges receiving Addenda: _____

Bidder certifies (if a joint bid, each party certifies as to its own organization) that this Bid has been arrived at independently and without consultation, communication or agreement with any other bidder or competitor as to any matters relating to this Bid.

Bidder offers to perform all contract work described for a lump sum total of: \$514,615⁰⁰

The Bid Schedule states the lump sum, unit prices, if requested, and alternate prices.

Bidder offers to complete the project within **60** working days for base bid which time allows for the normal delays associated with inclement weather.

BID SCHEDULE

Show bid prices in words and numerals. Words take precedence over numerals. Round off unit prices to two decimal places only. These Bid prices must include all labor, materials, equipment, insurance, overhead, superintendence, transportation, profit, and incidentals to cover the finished Work called for in the Contract Documents. *In case of mathematical error in extensions, (Unit Prices) prevails.*

<p style="text-align: center;">BID SCHEDULE FOR ANTILLEY ROAD SEWER, CATCLAW CREEK TO ELM CREEK BASE BID</p> <p style="text-align: center;">NOTE: Bids shall include all applicable taxes and fees.</p>				
ITEM	ESTIMATE QUANTITY	DESCRIPTION AND UNIT PRICES (PRICE TO BE WRITTEN)	UNIT PRICE (NUMBERS)	TOTAL
1	3,836 LF	FURNISH AND INSTALL 12" PVC SEWER AT <u>Seventy</u> DOLLARS and <u>Zero</u> CENTS PER LF	70 ⁰⁰	268,520 ⁰⁰
2	9	FURNISH AND INSTALL SEWER MANHOLES AT <u>Eleven Thousand</u> DOLLARS and <u>Zero</u> CENTS EACH.	11,000 ⁰⁰	99,000 ⁰⁰
3	225 LF	UNDERGROUND BORES FOR 12" SEWER LINE INCLUDING CASING AT <u>One hundred Seventy Five</u> DOLLARS and <u>Zero</u> CENTS PER LF	175 ⁰⁰	39,375 ⁰⁰
502	2 MO.	Barricades, Sign, & Traffic Handling at <u>Thirteen Thousand</u> DOLLARS and <u>Zero</u> CENTS PER MO	13,000 ⁰⁰	26,000 ⁰⁰
4	40 LF	REMOVE & REPLACE 5.0' SIDEWALK <u>Forty</u> DOLLARS and <u>Zero</u> CENTS PER LF	40 ⁰⁰	1,600 ⁰⁰
5	480 LF	REMOVE & REPLACE ASPHALT OVER DITCH IN STREET <u>Sixty</u> DOLLARS and <u>Zero</u> CENTS PER LF	60 ⁰⁰	28,800 ⁰⁰
6	22 LF	REMOVE & REPLACE ASPHALT OVER DITCH IN DRIVEWAYS <u>Sixty</u> DOLLARS and <u>Zero</u> CENTS PER LF	60 ⁰⁰	1,320 ⁰⁰

BID SCHEDULE
FOR
ANTILLEY ROAD SEWER, CATCLAW CREEK TO ELM CREEK
BASE BID

NOTE: Bids shall include all applicable taxes and fees.

ITEM	ESTIMATE QUANTITY	DESCRIPTION AND UNIT PRICES (PRICE TO BE WRITTEN)	UNIT PRICE (NUMBERS)	TOTAL
A1	LUMP SUM	Allowance for work directed and in writing by the City for legitimate Project related issues for a lump sum amount of Fifty Thousand Dollars and No/100 Cents.	\$50,000	\$50,000
		Unit Price Items for Additional Work: The unit prices for the following items are included for work that may be added to or deducted from the Project. These prices are to be used in the event additional (or less) work from that shown on the Plans and Specifications is required as directed by the City. Payment or deductions for these items will only be for the actual quantities, if any, which are affected and will constitute the entire payment (or deduction) for each item listed. The final contract amount will be adjusted based on the quantities utilized in the Project. In the event the quantities are not utilized, the amounts will be deducted, and if quantities in addition to those shown are utilized, the additional amounts above the quantities shown, will be added to the contract amount.		

TOTAL AMOUNT OF BASE BID (in words):

~~Five hundred fourteen thousand six hundred fifteen~~
Five hundred fourteen thousand six hundred fifteen

TOTAL AMOUNT OF BASE BID (in numbers):

\$ 514,615⁰⁰

Respectfully submitted,

Bill Starks
Signature

Bill Starks
Typed or Printed Name

Title: Pres.

Address: 7449 Lantana
Abilene, Texas

Telephone: 325-672-7762

Federal Tax I.D. #: 75-2143891
ATTEST:

Bill Starks
Signature

Bill Starks
Typed or Printed Name

Title: President
(Seal required if Bid by Corporation)

To: Vendors or other persons doing business with the City of Abilene, the Housing Authority of the City of Abilene, the Development Corporation of Abilene (DCOA), Civic Abilene, Inc.

From: City of Abilene

Re: Disclosure form required by state law.

Dear Vendor:

Effective January 1, 2006, H.B. 914 requires any person or business that contracts with a city or is considering doing business with a city to file a "conflicts of interest questionnaire." This means that any person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a city (including submitting a bid on a city contract) must file a questionnaire.

This is designed to ensure that the public is aware of possible relationships of persons who are doing business with the City, the DCOA, Civic Abilene, Inc. or other local governmental entity.

If a vendor or agent of the vendor has an employment or business relationship with any of the persons listed on the attached list or their family* that results in taxable income or gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the 12-month period preceding the filing of this form, the vendor or agent must fill out the form and report the relationship.

All vendors who are doing business or seeking to do business with the above listed governmental entities after January 1, 2006 must fill out the required form. If you are already doing business with the City, you must file your form within seven days of your receipt of this notice. If you have not entered into an agreement with the City yet, you must file your form before you provide any services or goods to the City. The form should be returned with your bid packet or returned to _____. If you do not have any business relationship with any of the listed persons, please put N/A on the form, sign and return it with your bid packet.

Thank you,

The City of Abilene
The Development Corporation of Abilene, (DCOA)
Civic Abilene, Inc.

*A family member is defined as a person related to another person within the first degree by consanguinity (blood) or affinity (marriage). This definition includes a spouse, father, mother, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law and stepchildren.

CITY COUNCIL

Mayor Norm Archibald
Shane Price
Bruce Kreidler
Anthony Williams
Jay Hardaway
Kyle McAlister
Steve Savage
City Manager: Robert Hanna

CIVIC ABILENE, INC.

David Gist
Joe Russey
Clint Rosenbaum
Neomia Banks
Tom Boccking
Joe Alcorta, Sr.
Steve Leggett
Peggy Manning
Charles Perkins
Mike Warren
Laura Donaway
Micki Wright
Shaun Rea Martin
John Thomas

Director: Molly Moser

DEVELOPMENT CORPORATION OF ABILENE

John Beckham
Dani Ramsay
Marelyn Shedd
Jack Rich
Dave Copeland

Director: Kent Sharp

CONFLICT OF INTEREST QUESTIONNAIRE

FORM E-CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person doing business with local governmental entity.

<u>Bill</u>	<u>J</u>	<u>Starks</u>
First Name	MI	Last Name

2.



Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM E-CIQ

Page 2

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship.

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☒

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☒

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☒

No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

1. Bill Starks, hereby swear or affirm that I completed the Form CIQ on 11/1/2011.

Free 3-4-11

F1

DEBARRED BIDDERS STATEMENT

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform the City of Abilene whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this project, it shall so inform the City of Abilene.

☐ Have been listed on a United States Government debarred bidder's list.

☒ Have not been listed on a United States Government debarred bidders' list.

Date: 11-8-16

Signature: 

RESTRICTIONS ON LOBBYING CERTIFICATION

In accordance with 31 U.S.C. Section 1352, the Contractor hereby certifies that no Federal appropriated funds have been or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of any Federal grant or loan, the entering into the cooperative agreement and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of Members of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

Date: 11-8-14

Signature: Brian J. [Signature]

Title: Pres.

STATEMENT OF BIDDER'S QUALIFICATIONS

Answers to all questions must provide clear, comprehensive data that is not misleading. Attach additional sheets if necessary. A Bidder may submit additional information.

1. Name of Bidder and permanent main office address:

Stark's Const. Co. Inc.
7449 Cantara
Abilene, TX 79606

2. Date when organized under present name and State of incorporation (if applicable):

4-85

3. Former firm or trade names, with dates of operation for each name:

N/A

4. General character of work performed by your company:

Paving & underground utilities

5. If you have ever failed to complete any work awarded to you, state project location and reason(s), and give name and address of project owner and Engineer.

No

6. If you have ever defaulted on a contract, state project location, amount of contract, reason(s) and give name and address of project owner and Engineer.

No

7. List of similar projects successfully completed. Include amount of contract, type of work, date completed and name and address of owner. Attach additional page if needed.

8. List of current projects under contract. Include amount of contract, type of work, date completed and name and address of owner. Attach additional page if needed.

<u>Amber Ave</u>	<u>City of Abilene</u>
<u>Potosi Prairie</u>	<u>Aaron Waltrap</u>
<u>Cineamark Treating</u>	

9. Upon request, fill out a detailed financial statement and furnish any other pertinent information required by the City.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Bill Starks Construction Company, Inc., 8013 US Hwy 277 N, Abilene, TX 79601

as Principal, hereinafter called the Principal, and

Merchants Bonding Co.

P.O. Box 26720

Austin,, Texas, 78755-0720

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of **Iowa**

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Abilene

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

***** FIVE PERCENT OF BID AMOUNT *****

Dollars (**5%**)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Antilley Road Sewer (Catclaw Creek to Elm Creek)

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee, shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee, in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee, the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee, may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **9th** day of **November, 2016**

(Witness)

Bill Starks Construction Company, Inc.

(Principal)

(Seal)

(Title)

Merchants Bonding Co.

(Surety) (Seal)

(Witness)

Staci Gross

(Title)

Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Julie Smith; Staci Gross

of Wichita Falls and State of Texas their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FOUR MILLION (\$4,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August, 2014.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

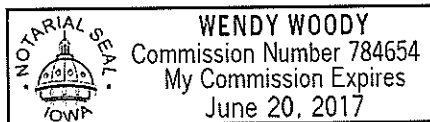
By

Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of November, 2016.



William Warner Jr.
Secretary

POA 0014 (7/14)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2016

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: Tammy Christall, CIC PHONE (A/C, No, Ext): (325) 695-0222 E-MAIL ADDRESS: tchristall@cbsins.com FAX (A/C, No): (325) 695-0228															
INSURED Bill Starks Construction Co., Inc. 7449 Lantana Ave. Abilene TX 79606		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:BITCO General Insurance Corp.</td><td>20095</td></tr><tr><td>INSURER B:Texas Mutual Insurance Co.</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</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:BITCO General Insurance Corp.	20095	INSURER B:Texas Mutual Insurance Co.		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CLP3643725	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAP3643726	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 2,500	
		A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000	CUP2811228	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
			B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	0011754801	10/1/2016	10/1/2017

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

General Liability & Business Auto include a blanket additional insured endorsement that provides additional insured status to any person or organization when there is a written contract that requires such status. General Liability, Business Auto & Workers Comp include blanket waiver of subrogation endorsements that provide waiver of subrogation to any person or organization when there is a written contract that requires such status. General Liability contains an endorsement for "Primary and Non-Contributory". The Umbrella Policy is considered a follow form as it pertains to Additional Insured and Waiver of Subrogation. The Workers Comp Excludes Officer Robin Starks from coverage.

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/TCHRIS

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

STATE OF TEXAS §
 §
COUNTY OF TAYLOR §

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS
AND RED DIRT HOLDINGS, INC.**

This Agreement is entered this 9th day of June, 2016 between the City of Abilene, Texas (City), 555 Walnut, Abilene, Texas 79601, and Red Dirt Holdings, Inc. (Developer), _____, pursuant to City of Abilene Code of Ordinances, its Land Development Code, its Pro-rata development policy, and the City's Chapter 380 Economic Development program.

WHEREAS, the City has a policy governing the use of its pro-rata program to promote and encourage the development of residential subdivisions; and

WHEREAS, the Developer has acquired property located at the west end of Antilley Road, Abilene, TX 79606 (TCAD Property ID 13759, and formally identified as A0417 SUR 101 WM E VAUGHN, ACRES 216.58) as further described on the plat, Attachment A; and

WHEREAS, the Developer plans to develop a residential subdivision at the subject property, which is anticipated to contain approximately 400 residential lots at complete build-out; and

WHEREAS, the Developer plans to build-out the subdivision in four phases, the first phase containing 53 lots; and

WHEREAS, the subdivision of the above described property triggers a sewer extension to connect the property to existing sanitary sewer manhole #068-171 located near and north of 5050 Live Oak Trail; and

WHEREAS, the developer is required to construct the sewer extension and is responsible for all costs associated with such extension; and

WHEREAS, the current sewer manhole #068-171 is not of adequate depth to allow for a gravity flow extension to be constructed; and

WHEREAS, the City maintains a pro rata sewer account to receive all money received for pro rata payments of sewer extensions; and

WHEREAS, the City and its Director of Water Utilities have determined that it is in the best interest of the City to initially contribute costs associated with the extension of the sewer main line to the property, with reimbursement of total costs of such extension to be made by Developer as each phase of the subdivision is built-out; and

WHEREAS, the Developer has agreed to pay upfront, as described herein, the cost equaling one-fourth of the total estimated cost of the sewer extension, and thereafter pay on a pro rata basis the remaining three-fourths of the actual costs of the sewer extension in three equal payments as phases 2, 3 and 4 of the subdivision are each substantially built-out; and

WHEREAS, the construction of the sewer extension to the specifications required to create a gravity flow system rather than the use of a lift station will be beneficial because it will reduce long term maintenance costs to the City which would be required to maintain a lift station.

NOW THEREFORE, in consideration of the foregoing promises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The "Project" shall consist of the construction of all offsite sanitary sewer facilities beginning at a new manhole connection to the existing 18 inch diameter sewer main located near the crossing of Antilley Road over Catclaw Creek, and extending a PVC gravity sanitary sewer main west along the south side of Antilley Road for a distance of approximately 3,900 feet, and terminating at a new manhole located adjacent to the planned Elm Creek at Wylie Development, and includes all manholes, connections, appurtenances, parts, materials, equipment, and labor necessary to complete the installation.
2. The Developer shall directly pay the total cost to hire a Texas Licensed Professional Engineer (Project Engineer) to provide all of the surveying, design, preparation of plans, specifications and contract documents, development of Engineers estimated cost of construction, bidding assistance to the City, and general project supervision necessary for the successful completion of the project. The plans and specifications of said sewer main shall be prepared by the Project Engineer and reviewed and approved by the City.
3. The Project Engineer shall assist the City's Purchasing Department with the solicitation for bids, evaluation of the bid submittals, and provide a recommendation of the lowest qualified bidder, which shall establish the total cost of the project that the Developer promises to pay the City for the City's construction of the Project.

The Project Engineer estimates the cost of the project to be \$ 550,600.00 (Estimated Cost).

4. Developer shall pay upfront one-fourth of the total estimated cost of the project into the City's pro rata sewer account. The Developer's upfront one-fourth payment shall be paid to and received by the City no later than ten (10) days prior to the City Council's bid award of the construction contract to the construction contractor. Upon receipt of the Developer's upfront one-fourth payment and execution of the construction contract with the construction contractor, the City shall pay all costs for constructing the project from the pro rata fund. The Developer's failure to make the upfront one-fourth payment as required by this agreement will automatically void this agreement, wherein the City will subsequently reject any and all bids for the construction project. Upon this agreement becoming void as provided herein, Developer waives and shall not be entitled to any damages incurred as a result of this agreement.

5. The Developer shall pay the City the actual three-fourths cost of the sewer extension in three equal payments, with such payments being made into the City's pro rata sewer account at such time that phases 2, 3 and 4 of the subdivision are each substantially built-out. Total payment shall be paid in full no later than twenty (20) years from the date of this agreement. The combined total value of the three equal payments shall be the actual total cost of the project minus the actual value of the Developer's upfront one-fourth payment to City.

6. The Developer shall provide a sufficient surety bond, trust agreement, performance bond, or an irrevocable letter of credit approved by the Director of Water Utilities and City Attorney guaranteeing payment of the developer's pro-rata share of construction costs of the sewer main extension. Such security guarantee shall initially secure payment for a minimum of sixty-nine (69) months. The security guarantee required of the Developer shall correspondingly be reduced in the amount of each payment made by the Developer and deposited into the City's Pro Rata account. Prior to the expiration of term of the initial Security Document, Developer may submit an amended or a new security document to extend the security for additional periods for a combined term not to exceed 20 years. City will act in good faith to not unreasonably withhold acceptance of an amended or new security document. To allow adequate time for approval by the City, the initial pre-approved preferred guarantee of performance document shall be provided to the Director of Water Utilities at the time Developer pays its upfront one-fourth payment of the total estimated cost of the project pursuant to paragraph 4 above.

7. City shall have the right and authority to make a full or partial draws on the performance guarantee security document according to the terms of the document. In the event that the City makes a partial draw on the security, the amount of the security amount requirement shall correspondingly be reduced in the amount of that partial draw. In the event that the City makes a full draw on the security, the security provision of this Agreement shall no longer be required. If Developer has not paid his full pro-rata obligation under the terms of this Agreement within initial term of the security document, or within any amended, extended or new term of the security document as referenced in paragraph 6 above, City shall have the right and authority to make a

full or partial draw on the security according to the terms of the security document. In the event that the draw is in an amount that fully satisfies Developer's pro-rata payment obligations under the terms of this Agreement, then and in that event Developer's obligations under this Agreement shall be considered fully satisfied.

8. The Developer shall complete build-out of phases 1, 2, 3 and 4 of its subdivision as soon as reasonably possible, but in no event shall complete build-out of phases 1, 2, 3 and 4 occur more than twenty (20) years from the date of this agreement.

9. The Developer shall pay to the City the sum of \$137,650.00 or one fourth (1/4) of the recommended bid award value if the bid award value varies from the Engineer's estimate, to satisfy the Developer's upfront one-fourth contribution requirement under the terms of this development agreement.

10. The City shall deposit the above upfront one-fourth payment into its sewer pro rata account.

11. The parties agree, and include as part of the consideration herein, that this agreement, and the obligations hereto, shall run with the subdivision property, and any subsequent owner, successor or assignee of the subdivision property, excluding the individual lot owners, shall be responsible for any unpaid reimbursement payments at the time of transfer of ownership. The parties agree that this agreement shall be filed in the official public records of Taylor County, Texas.

12. Developer agrees to indemnify and hold harmless the City against loss or threatened loss or expense by reason of the liability or potential liability of the City for or arising out of any claims for damages including but not limited to bodily injuries, death, or damage to property due to any act or omission of the City, its employees, or agents arising out of this agreement.

13. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

14. This agreement shall be interpreted under the laws of the State of Texas. Any litigation under this agreement shall be resolved in the trial courts of Taylor County, Texas. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

15. This Agreement and the exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.

IN WITNESS HEREOF the parties have executed this Agreement.

CITY OF ABILENE

RED DIRT HOLDING, INC.

By: Robert Hanna
Robert Hanna
City Manager

By: Lynn Beal
Lynn Beal, President

STATE OF TEXAS _____)

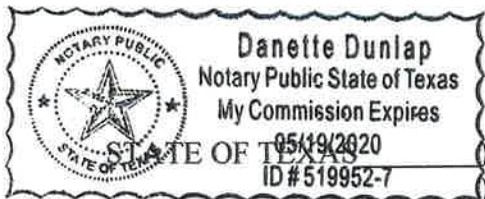
COUNTY OF TAYLOR _____)

BEFORE ME, the undersigned authority, on this day personally appeared Robert Hanna, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on June 14, 2016.

My Commission Expires:

5-19-2020



COUNTY OF TAYLOR _____)

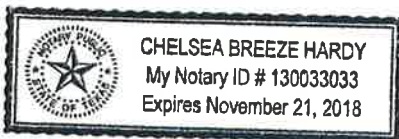
Danette K Dunlap
Notary Public, State of Texas
Notary's name (printed): Danette Dunlap

BEFORE ME, the undersigned authority, on this day personally appeared Lynn Beal, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on June 16th, 2016.

My Commission Expires:

November 21, 2018

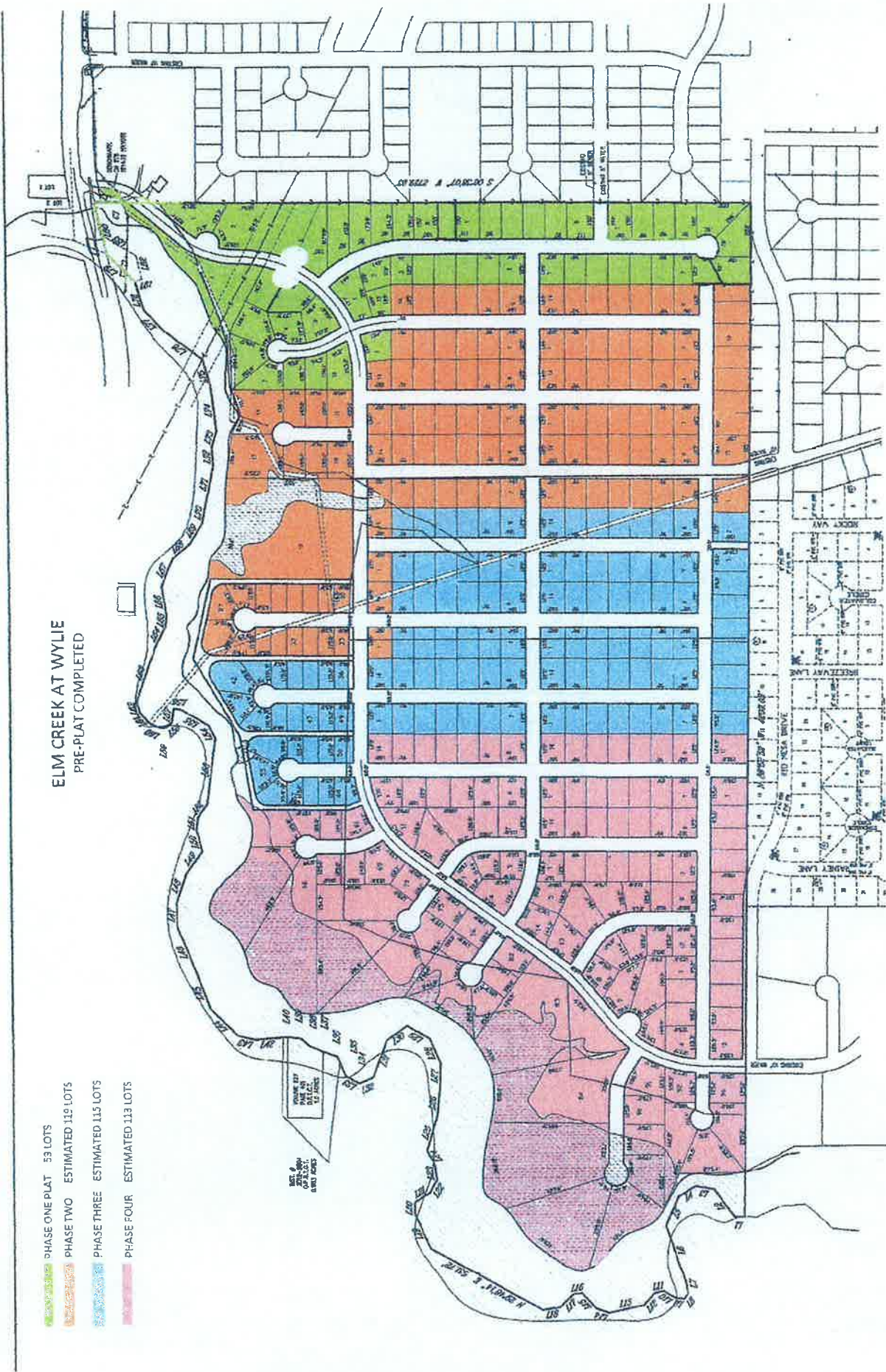


Chelsea Breeze Hardy
Notary Public, State of Texas
Notary's name (printed): Chelsea Breeze Hardy

Attachment A
Plat of Development Property

ELM CREEK AT WYLIE PRE-PLAT COMPLETED

- PHASE ONE PLAT 53 LOTS
- PHASE TWO ESTIMATED 119 LOTS
- PHASE THREE ESTIMATED 115 LOTS
- PHASE FOUR ESTIMATED 113 LOTS





4333 Sayles Boulevard
Abilene, Texas 79605
Off (325) 695-2285
Fax (325) 695-4183

NOVEMBER 10, 2016

RE:CONTRACT FOR ANTILLEY ROAD SEWER, CATCLAW CREEK TO ELM CREEK.

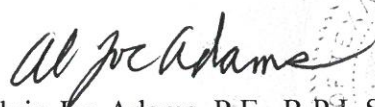
Mr. Rodney Taylor:
Director of Water Utilities

I have reviewed the numbers on the above referenced project. Everything seems to be in order. Bill Stark's construction bid was \$514,615.00. My construction estimate was \$550,615.00. The proposed bid is in line with current construction cost.

I have worked with Stark's Construction for many years. They do good work and have the people and the equipment to do this job in a timely fashion.

I recommend that The City of Abilene award the above referenced contract to Starks Construction, Inc.

If any questions, please call.


Alvin Joe Adams, P.E., R.P.L.S.
P.E. No. 49263, R.P.L.S. No. 4130



CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made December 1, 2016, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Starks Construction Co., Inc. of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

1. Work and Consideration.

The Contractor hereby agrees to commence and complete the construction of Work described as

ANTILLEY ROAD SEWER, CATCLAW CREEK TO ELM CREEK

The Contractor must provide all Work required in the Contract Documents -- incorporated herein by reference -- labeled:

ANTILLEY ROAD SEWER, CATCLAW CREEK TO ELM CREEK

All work to be performed will be completed in conformance with (1) Part I of the City of Abilene's Standard Specifications for Construction adopted September, 2006 with the attached amendments in these Contract Documents, (2) the Technical Specifications section of these Contract Documents, and (3) the Plans attached to these Contract Documents. City of Abilene specifications control over Texas Department of Transportation specifications in the event of a conflict.

In consideration of this Work, the City will pay the Contractor the sum of **\$514,615.00 (Five hundred fourteen thousand six hundred fifteen dollars and zero cents).**

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

Business Address:

Signature

Name - Typed or Printed

Business Phone No.

Title - Typed or Printed

Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

City Secretary

APPROVED:

Seal:

City Attorney

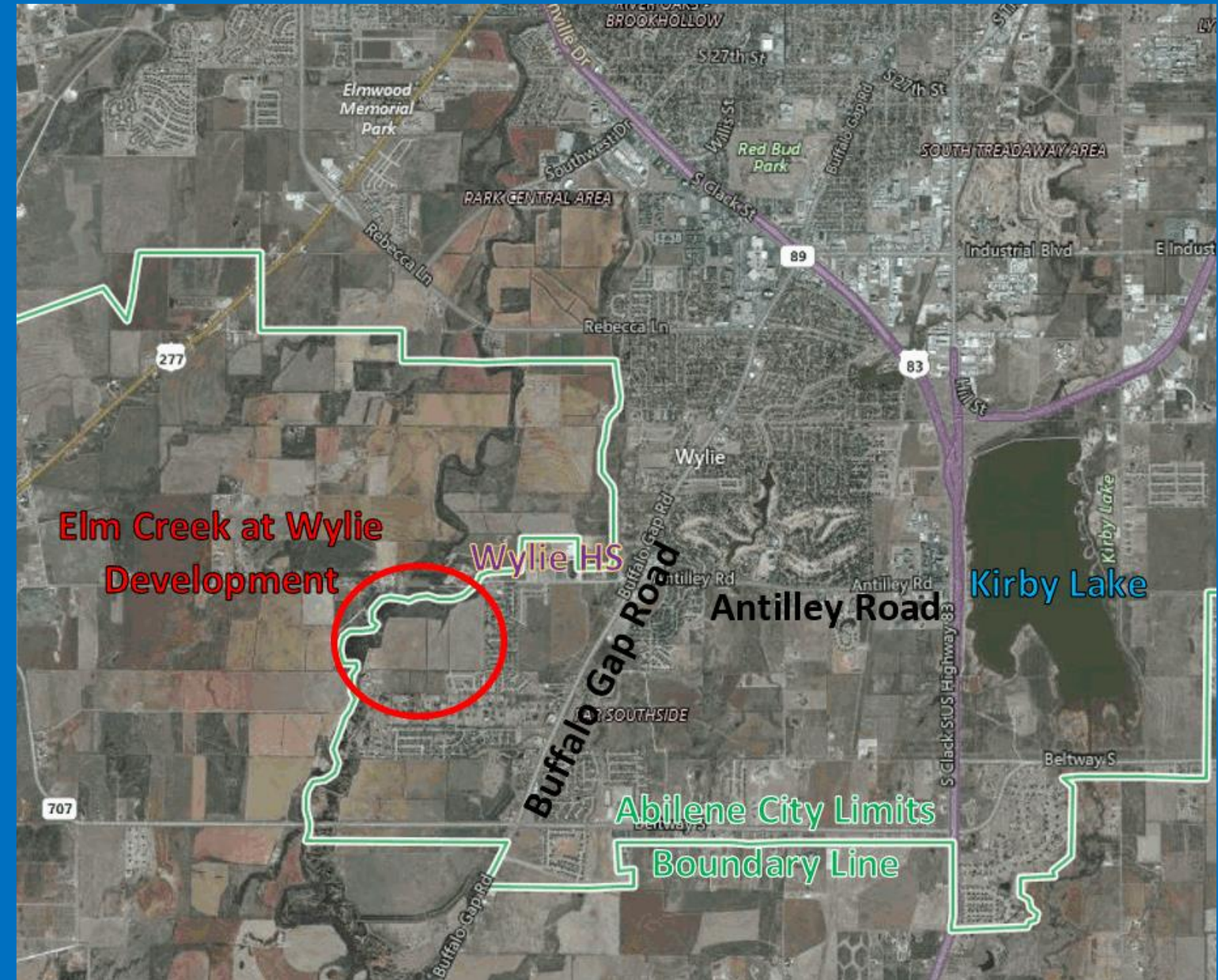
Risk Manager

Agenda Item X.X

Resolution: Awarding bid for Antilley Road Sewer, Catclaw Creek to Elm Creek. (*Taylor*)



Agenda Item X.X





Agenda Item X.X

- Use of Pro-Rata Funds for promoting residential development.
- Development Agreement established terms and conditions.
- Developer provides City with Security Document.
- Design plans & contract documents by Developer's Prof. Engineer.
- City Utilizes Water Utility Pro Rata funds for offsite construction costs.
- Developer has paid City upfront $\frac{1}{4}$ of construction costs.
- Developer repays $\frac{1}{4}$ of construction costs at each of phases 2, 3, & 4.

Agenda Item X.X





**City Council
Agenda Memo**

City Council Meeting Date: 12/1/2016

TO: Robert Hanna, City Manager

FROM: Stanley Smith, City Attorney

SUBJECT: Ordinance & Public Hearing: (Final Reading) Amending Chapter 15, “Lakes”, Article I, “In General”, Article II, “Lake Fort Phantom Hill”, Article III, “Lake Abilene and Lake Kirby” of the Abilene Code of Ordinances; providing for a severability clause; declaring a penalty. (Stanley Smith)

GENERAL INFORMATION

City of Abilene ordinances that regulate fishing at Lake Kirby, Lake Abilene, and Lake Fort Phantom Hill were originally adopted in 1965. Such ordinances have since been pre-empted by State Law and need to be amended in order to comply with Texas Parks and Wildlife Department (“TPWD”) regulations.

The Wildlife Conservation Act of 1983 (the “Act”) provides the TPWD with authority over the, “means, methods, and places” in which an individual may take wildlife resources from within the State. Tex. Parks & Wild. Code § 61.052. This authority applies regardless of whether a separate public entity may own or control the land upon which a body of water is situated. Op. Tex. Att’y Gen. LO-98-064.

The Texas Attorney General has interpreted the legislative intent of the Act to give “exclusive jurisdiction” to TPWD to regulate the means, methods, manners and places by which one may take or possess fish. Other Attorney General Opinions indicate that the intent of the Legislature with the Act was to “preempt the field” with regard to regulations on the means or methods of taking wildlife, such as bag or size limits. Therefore, the Act prevails over any such local laws that regulate the same area in which TPDW has been given authority.

Chapter 15 of the City of Abilene Code of Ordinances includes several prohibitions on the times, places, methods, and means of taking fish from Lakes Kirby, Abilene, and Lake Fort Phantom Hill. Since the State Legislature has given exclusive jurisdiction to TPWD through the Act over the subject matter of these ordinances, these City Ordinances should be amended in order to comply with State Law. All proposed amendments to Chapter 15 remove any City regulation of fishing at the aforementioned lakes.

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

The ordinance changes would have little to no fiscal impact.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

Not applicable.

ATTACHMENTS:

Description	Type
☐ Ordinance	Cover Memo
☐ Ordinance Exhibit	Exhibit
☐ Presentation	Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE AMENDING CHAPTER 15, LAKES, ARTICLE I. IN GENERAL, SECTION 15-4, "FISHING REGULATIONS," AND SECTION 15-5, "FISHING FROM BRIDGES, CULVERTS, PROHIBITED;" ARTICLE II. LAKE FORT PHANTOM HILL, DIVISION 1. GENERALLY, SECTION 15-18, "PROHIBITED AREAS," ARTICLE III. LAKE ABILENE AND LAKE KIRBY, SECTION 15-72, "ENFORCEMENT," SECTION 15-73, "PROHIBITED AREAS," SECTION 15-74, "FISHING REGULATIONS," AND SECTION 15-75, "LAKE ABILENE HOURS OF OPERATION," OF THE ABILENE MUNICIPAL CODE AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, City of Abilene ("City") ordinances that regulate fishing at Lake Kirby, Lake Abilene, and Lake Fort Phantom Hill were originally adopted in 1965; and

WHEREAS, such ordinances have since been pre-empted by State Law and need to be amended in order to comply with Texas Parks and Wildlife Department ("TPWD") regulations; and

WHEREAS, the Wildlife Conservation Act of 1983 (the "Act") provides the TPWD with authority over the "means, methods, and places" in which an individual may take wildlife resources from within the State; and

WHEREAS, this authority applies regardless of whether a separate public entity may own or control the land upon which a body of water is situated; and

WHEREAS, the Texas Attorney General has interpreted the legislative intent of the Act to give "exclusive jurisdiction" to TPWD to regulate the means, methods, manners and places by which one may take or possess fish, and that the intent of the Legislature with the Act was to "preempt the field" with regard to regulations on the means or methods of taking wildlife, such as bag or size limits; and

WHEREAS, the Act preempts any local laws that regulate the same area in which TPDW has been given authority; and

WHEREAS, Chapter 15 of the City of Abilene Code of Ordinances includes several prohibitions on the times, places, methods, and means of taking fish from Lakes Kirby, Abilene, and Lake Fort Phantom Hill; and

WHEREAS, these City Ordinances should be amended in order to comply with State Law and remove any City regulation of fishing at the aforementioned lakes.

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

PART 1: That Chapter 15, Article I, Sections 15-4 and 15-5, Article II, Section 15-18, Article III, Sections 15-72, 15-73, 15-74, and 15-75, of the Code of Ordinances, City of Abilene, Texas, are hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.

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

PART 3: That any person, firm, or corporation violating the provisions of this Ordinance, shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.

Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 17th day of November, 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 20th day of November, 2016, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 1st day of December, 2016, to permit the public to be heard. 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 1st day of December, 2016.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT “A”

LAKES

ARTICLE I. IN GENERAL

Sec. 15-4. Fishing regulations.

The general laws of the state, ~~except as specifically provided through proper ordinances and regulations of the city,~~ shall control the taking of fish from any lake.

~~Sec. 15-5. Fishing from bridges, culverts, prohibited.~~

~~It shall be unlawful for any person to fish from any bridge or culvert spanning any portion of any lake.~~

ARTICLE II. LAKE FORT PHANTOM HILL

DIVISION 1. GENERALLY

Sec. 15-18. Prohibited areas.

(a) A prohibited area is hereby established surrounding the water intake pump station on the east shore of Lake Fort Phantom Hill, within a five hundred (500) foot radius of the pump station. Boating, skiing, swimming, ~~fishing~~ or any other activity is hereby prohibited within the buoys marking the boundary of this area. However, persons owning or leasing property the shoreline of which is within the five hundred (500) foot area shall be allowed to operate a boat at a speed which produces no white wake from their property to the nearest point outside the prohibited area, and return only.

(b) A prohibited area is hereby designated within a fifty (50) foot radius of the control tower located near the east end of the dam at Lake Fort Phantom Hill. No boating, skiing, ~~fishing~~, swimming, or any other activity is allowed in the prohibited area.

ARTICLE III. LAKE ABILENE AND LAKE KIRBY

Sec. 15-72. Enforcement.

The chief of police or any city policemen or other peace officers or any person employed or designated through agreement as having control or responsibility for the lake by the city shall have full power and authority to enforce this article and other ordinances made in relation to the regulation of police conditions on either Lake Abilene or Lake Kirby. ~~Such officers or specially employed persons shall at all times have the power to seize and take possession of all fish taken in violation of the terms of this division while in possession of or in control of the offender.~~ Such officer and employees may arrest without warrant persons violating this division or other similar ordinances and may deliver the offender to the proper authorities where complaint may be filed and prosecution had in terms of the law for such violation.

Sec. 15-73. Prohibited areas.

- (a) No person shall operate a water vessel ~~or fish~~ in the waters of Lake Abilene at a distance of less than two hundred (200) feet from the water intake.
- (b) Swimming is prohibited in all areas of Lake Kirby.
- (c) Operation of small recreational water vessels, e.g., jet skis and wind/surf craft, is prohibited at Lake Kirby and Lake Abilene.
- (d) No person shall drive, park or otherwise place a motor vehicle, motorcycle, dirt bike, 4-wheeler or other wheeled-recreational vehicle, nor place any other obstruction, upon the bed of Lake Abilene or Lake Kirby.
- (e) Nothing in this section shall be construed as prohibiting any use authorized by the city or the operation of water vessels (other than those listed in (c) above) upon the waters of said lakes nor the launching of water vessels at launching ramps at said lakes through the use of a motor vehicle or through the use of other lawful means.

~~Sec. 15-74. Fishing regulations.~~

~~No person shall enter the premises of either Lake Abilene or Lake Kirby and seine either of such lakes or wade therein or use what is commonly known as a trotline. No person shall fish in either Lake Kirby or Lake Abilene with more than two (2) lines with more than two (2) hooks each. No person shall buy or sell, offer for sale, offer to buy or have in his possession to sell, carry, transport or ship for the purpose of sale, barter or exchange any fish taken from the waters of Lake Abilene or Lake Kirby.~~

Sec. 15-75. Lake Abilene hours of operation.

Lake Abilene shall be closed to all recreational uses including but not limited to swimming, ~~fishing~~, boating, or camping, between sunset of one day and sunrise of the following day except by special permission from the director of water utilities.

Amendment to Chapter 15 – Fishing Regulations

1. The Wildlife Conservation Act of 1983 (“Act”) provides the Texas Parks and Wildlife Department (“TPWD”) with authority over the “means, methods, and places” in which an individual may take wildlife resources from within the State.
2. The Act preempts any local laws or regulations of the same areas in which the TPDW has been given authority, including fishing in City of Abilene lakes.



3. Chapter 15 of the City of Abilene, Code of Ordinances includes several prohibitions on the times, places, methods, and means of taking fish from Lake Kirby, Lake Abilene, and Lake Fort Phantom Hill.

4. These ordinance provisions should be amended in order to comply with State Law and remove any City regulation of fishing at the aforementioned lakes.





**City Council
Agenda Memo**

City Council Meeting Date: 12/1/2016

TO: Robert Hanna, City Manager

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

Ordinance and Public Hearing: (Final Reading) Z-2016-44 A request from St. Ann's Hospital LLC, Agent Chad Baker, to rezone property from MD (Medium Density) Residential to MF (Multi-Family) Residential zoning, located at 1350 Cypress St. (Dana Schoening)

GENERAL INFORMATION

The subject parcel totals approximately 1.32 acres and is currently zoned MD (Medium Density Residential). The properties directly surrounding the subject area are zoned MD, there is O (Office) zoning to the west, and HC (Heavy Commercial) to east.

Currently, the subject property is zoned MD and is occupied by vacant structures. The zoning change to MF (Multi-Family) would allow for the number of units to increase from 12 to 24 per acre. This increase in units would allow for Central Dallas Community Development Corp. to accommodate the community's need for low income apartments. The intent is to give the homeless and low income population the opportunity to enter into a standard 1-year lease agreement at an affordable cost. An accessory use of the development will be the location of one case manager office at the property to service the residents. This office will operate during regular business hours only.

Originally, this address was an 18-bed DeBerry Clinic. In 1940 the Sisters of Divine Providence turned the existing clinic into a 36 bed hospital called St. Anne's. In 1968, St. Anne's closed, however, and in 1983 the property was rezoned to MD to accommodate duplexes built for the Marbridge Villa Skilled Nursing Center for mentally challenged adults. This organization has since moved to the Austin area, and the building has been vacant since its closure.

The Future Land Use section of the Comprehensive Plan designates this property as the 'residential'. Thus, the requested zoning is compatible with the Future Land Use Map and the adjacent properties. It is believed that the rezoning from MD to MF will support the revitalization and adaptive reuse goals for the area.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of six (6) in favor (Bixby, Dunnahoo, Famble, Rosenbaum, Calk and McClarty) and one (1) abstained (Smith).

ATTACHMENTS:

Description	Type
❑ Ordinance Cover	Cover Memo
❑ Ordinance Exhibit	Exhibit
❑ Staff Report	Backup Material
❑ PowerPoint Presentation	Presentation

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 17th day of November, 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 21st day of October, 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 1st day of December, 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 1st day of December, A.D. 2016.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from MD (Medium Density) to MF (Multiple-Family Residential) zoning.

Legal Description:

OT ABILENE, BLOCK 202, LOT 201 REPLAT S1/2, ACRES 1.321



Location:
1350 and 1354 Cypress St.

-END

ZONING CASE Z-2016-44

STAFF REPORT



APPLICANT INFORMATION:

John Greenan with St. Anne's Hospital LLC
Agent: Chad Baker

HEARING DATES:

P & Z Commission: November 7, 2016
City Council 1st Reading: November 17, 2016
City Council 2nd Reading: December 1, 2016

LOCATION:

1350 Cypress St.

REQUESTED ACTION:

Rezone property from an MD (Medium Density)
Residential zone to a MF (Multi Family
Residential) district

SITE CHARACTERISTICS:

The subject parcel totals approximately 1.32 acres and is currently zoned MD (Medium Density) Residential. The properties directly surrounding the subject area are zoned MD, there is O (Office) zoning to the west, and HC (Heavy Commercial) to east.

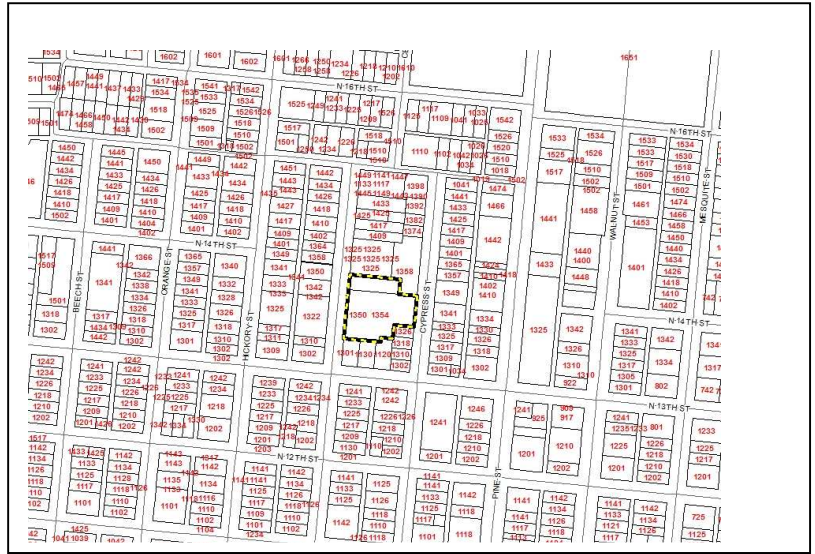
ANALYSIS:

- Zoning History

Originally, this address was an 18-bed DeBerry Clinic. In 1940 the Sisters of Divine Providence turned the existing clinic into a 36 bed hospital called St. Anne's. In 1968, St. Anne's closed, however, and in 1983 the property was rezoned to MD to accommodate duplexes built for the Marbridge Villa Skilled Nursing Center for mentally challenged adults. This organization has since moved to the Austin area, and the building has been vacant since its closure.

- Current Planning Analysis

Currently, the subject property is zoned MD and is occupied by vacant structures. The zoning change to MF (Multi Family) would allow for the number of units to increase from 12 to 24 per acre. This increase in units would allow for Central Dallas Community Development Corp. to accommodate the community's need for low income apartments. The intent is to give the homeless and low income population the opportunity to enter into a standard 1-year lease agreement at an affordable cost. An accessory use of the development will be the location of one case manager office at the property to service the residents. This office will operate during regular business hours only.



- Comprehensive Planning Analysis

The Future Land Use section of the Comprehensive Plan designates this property as the 'residential'. Thus, the requested zoning is compatible with the Future Land Use Map and the adjacent properties. It is believed that the rezoning from MD to MF will support the revitalization and adaptive reuse goals for the area.

PLANNING STAFF RECOMMENDATION:

Staff recommends approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommends approval of this request by a vote of six (6) in favor (Bixby, Dunnahoo, Famble, Rosenbaum, Calk and McClarty) and one (1) abstained (Smith).

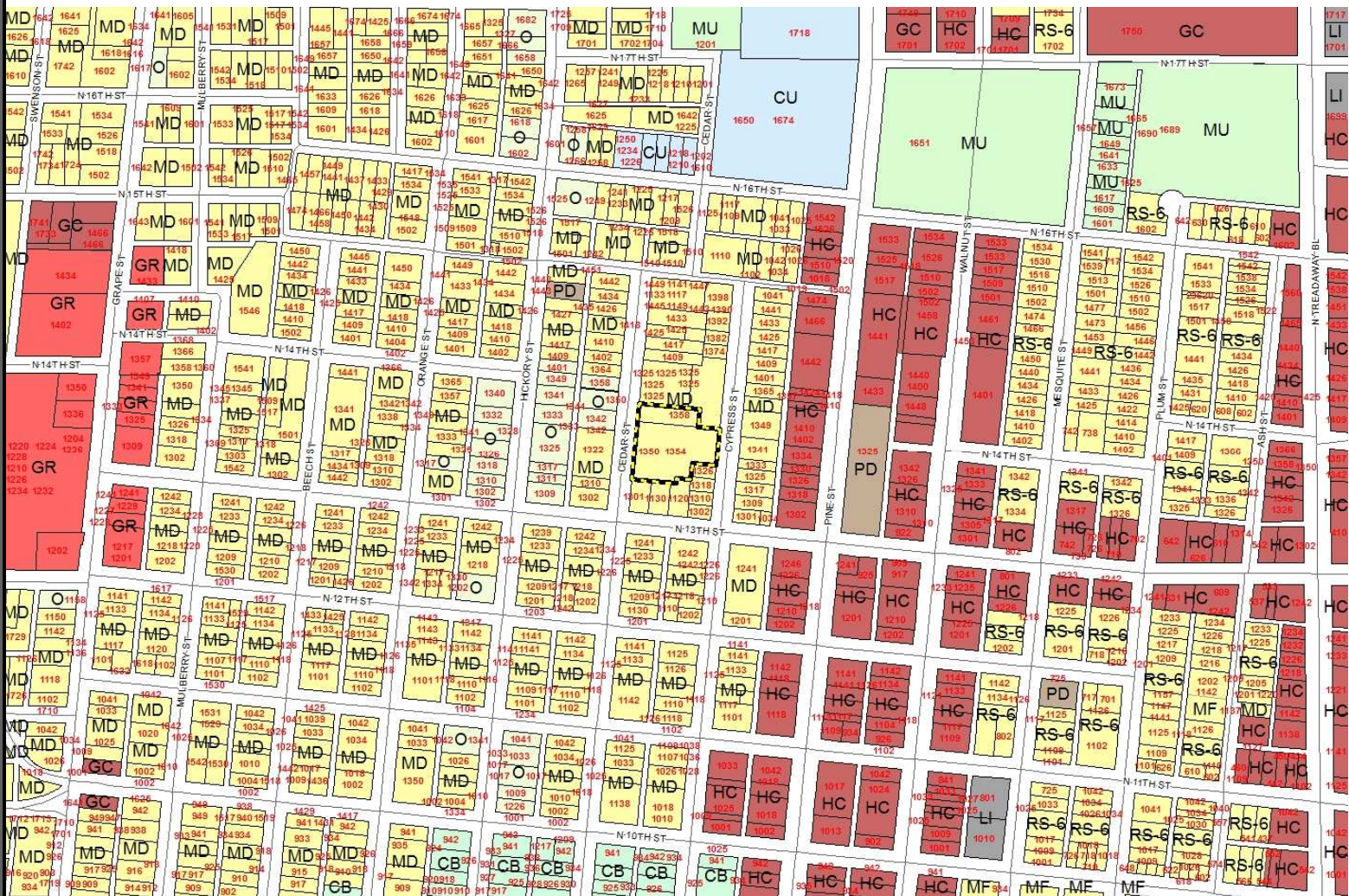
NOTIFICATION:

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

OWNER	ADDRESS	RESPONSE
ABILENE IMPROVEMENT CORP	1341 CYPRESS ST	
ABILENE JUBILEE HOUSE INC	1349 CYPRESS ST	
ABRAM TOMMIE M	1309 CYPRESS ST	
ABRAM TOMMIE M TR	1301 CYPRESS ST	
ABRAM TOMMIE M TR	1317 CYPRESS ST	
CORPIAN GARY & MARILU	1325 CYPRESS ST	
DESANTOS JUAN M &	1120 N 13TH ST	
DOWELL RAY A & DEBORAH J	1364 CEDAR ST	
DOWELL RAY A & DEBORAH J	1358 CEDAR ST	
E P THOMAS FAMILY	1350 CEDAR ST	
EDWARDS LEAMON LAURENCE &	1130 N 13TH ST	
GOMEZ JOSE JUSTO	1302 CYPRESS ST	
GUEL MICKIE FERNANDEZ	1409 CEDAR ST	
HANTMAN JOSEPH	1301 CEDAR ST	
HARRIGER CHARLES RAYMOND	1401 CYPRESS ST	
KARLIN ROBERT W & JANICE F	1322 CEDAR ST	
KARLIN ROBERT W & JANICE F	1310 CEDAR ST	
KEYS C H JR & LORA MODINE	1410 CEDAR ST	
MATTEA ROGER	1318 CYPRESS ST	
MC FADIN T E	1342 1/2 CEDAR ST	
MC FADIN T E	1342 CEDAR ST	
POLANCO SUSIE	1357 CYPRESS ST	
POPE JOHN MICHAEL	1333 CYPRESS ST	
REUNION ENTERPRISES INC	1325 CEDAR ST APT 6	
REUNION ENTERPRISES INC	1325 CEDAR ST APT 4	
REUNION ENTERPRISES INC	1325 CEDAR ST APT 1	
REUNION ENTERPRISES INC	1325 CEDAR ST APT 2	
REUNION ENTERPRISES INC	1325 CEDAR ST APT 5	
REUNION ENTERPRISES INC	1325 CEDAR ST APT 3	
REUNION ENTERPRISES INC	1358 CYPRESS ST	
RHONE DONNA JEAN	1302 CEDAR ST	
SMITH TIMOTHY R	1374 CYPRESS ST	
ST ANNES HOSPITAL LLC	1326 CYPRESS ST	
ST ANNES HOSPITAL LLC	1354 CYPRESS ST	
ST ANNES HOSPITAL LLC	1350 CYPRESS ST	
VASQUEZ OTILIA	1365 CYPRESS ST	
VG PARTNERS LTD	1310 CYPRESS ST	
WEBB HARLEY A	1402 CEDAR ST	

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









Z-2016-44

Request: Rezone from MD to MF zoning

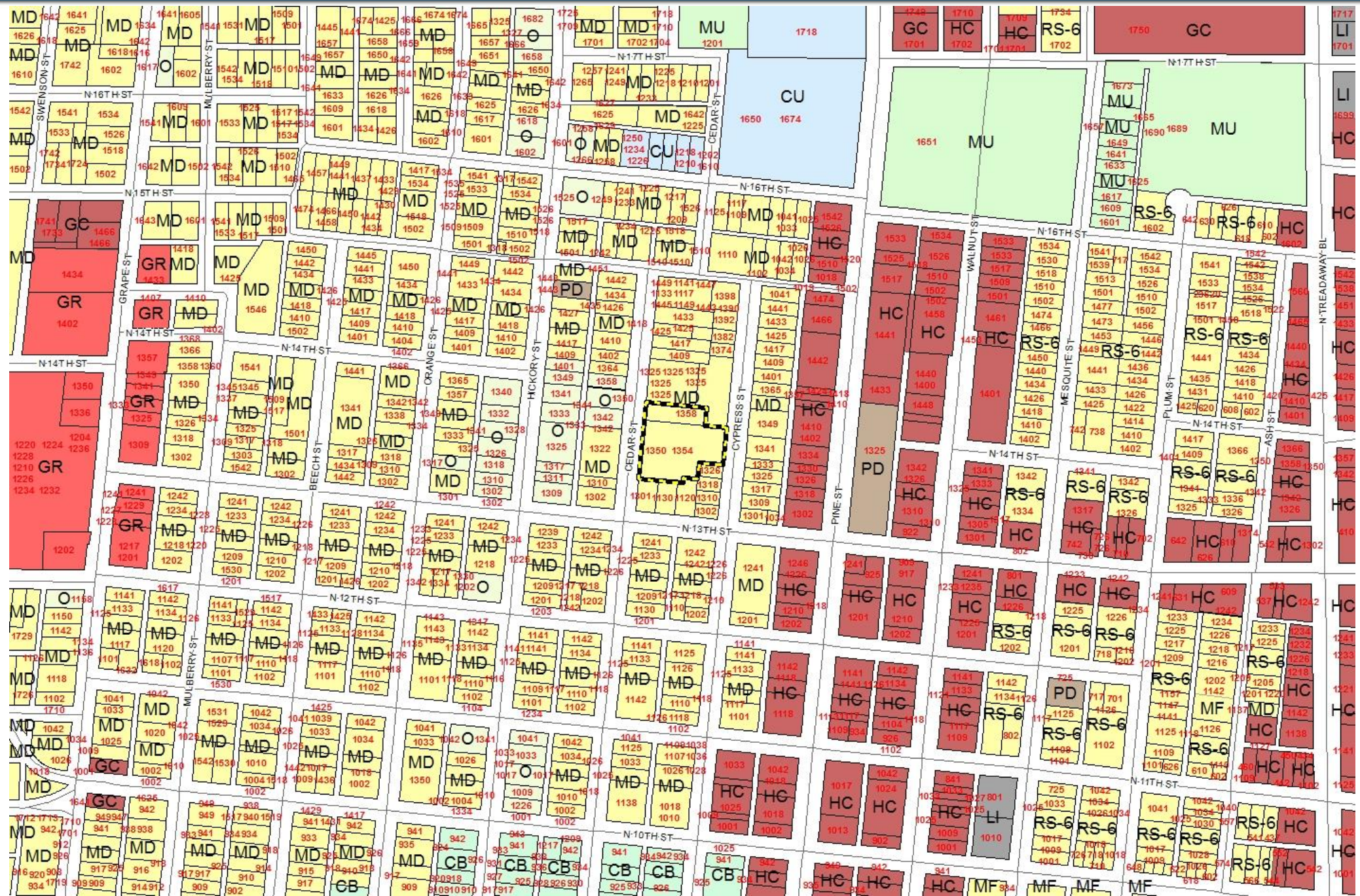
Location: 1350 Cypress St.

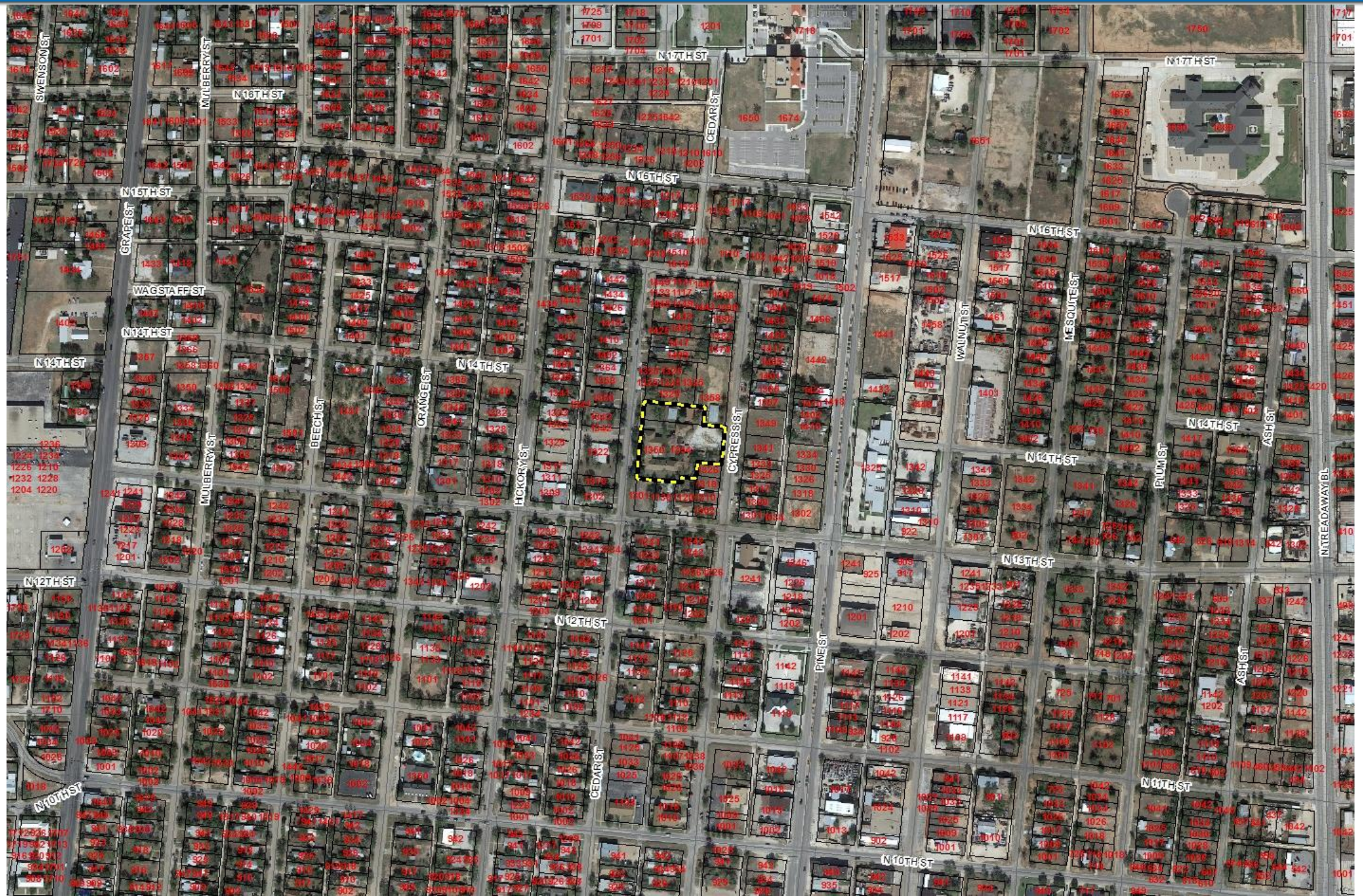
Notification: 0 in favor; 0 opposed

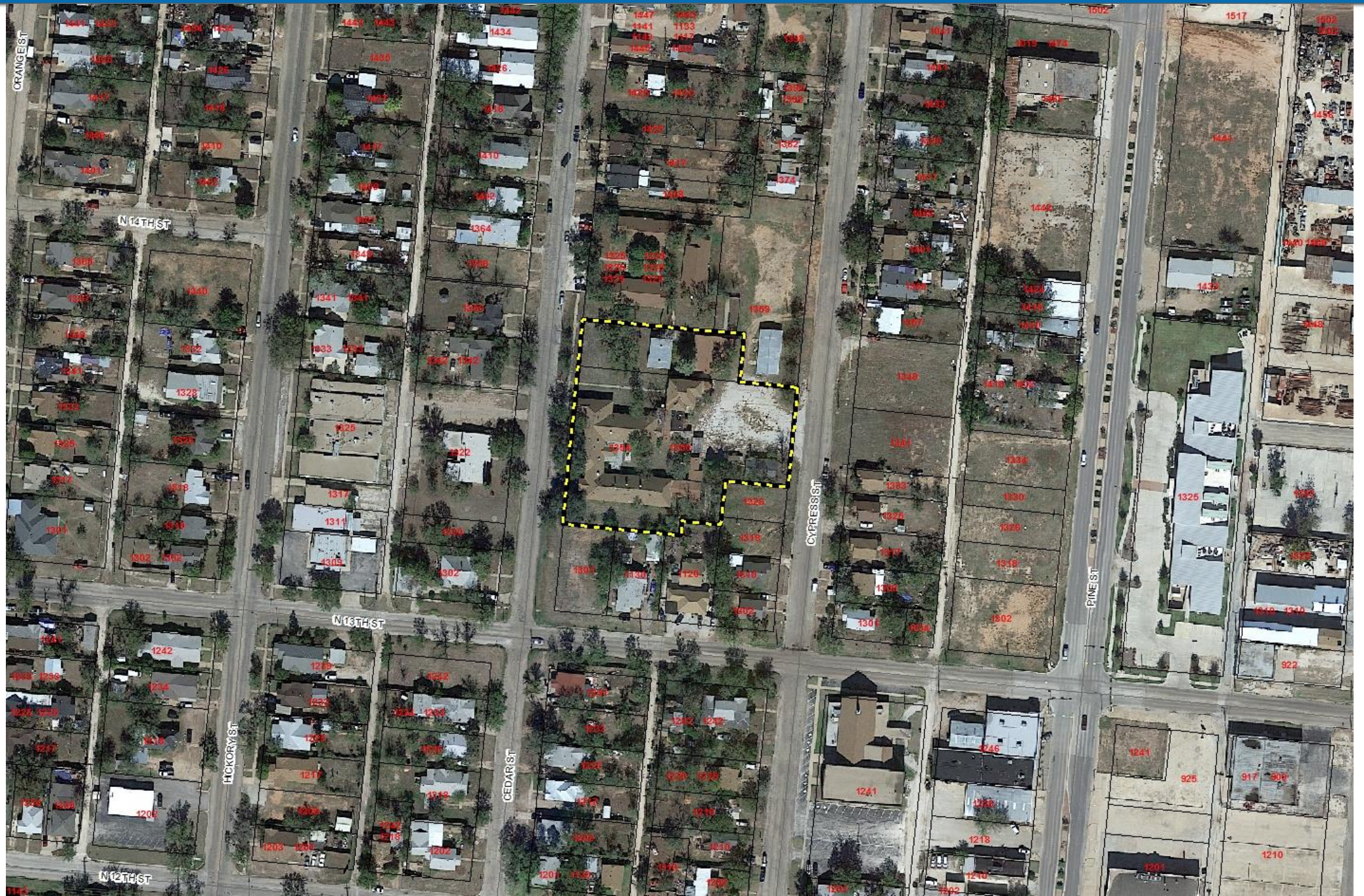
Staff Recommendation: Approval

P & Z Recommendation: Approval of request









View looking east at subject property on Cedar



View looking northeast of subject property on Cedar



View looking west at subject property on Cypress



View looking northwest at subject property on Cypress



View looking southwest at subject property on Cypress



View looking south along Cypress St.



View looking north along Cypress St.



View looking east across from Cypress St. from subject property



Permitted Uses in MD Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- C Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached
- C Group Home

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C Rehabilitation Facility
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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

Permitted Uses in MF Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached
- C Group Home

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C Personal Care Facility
- C Rehabilitation Facility
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

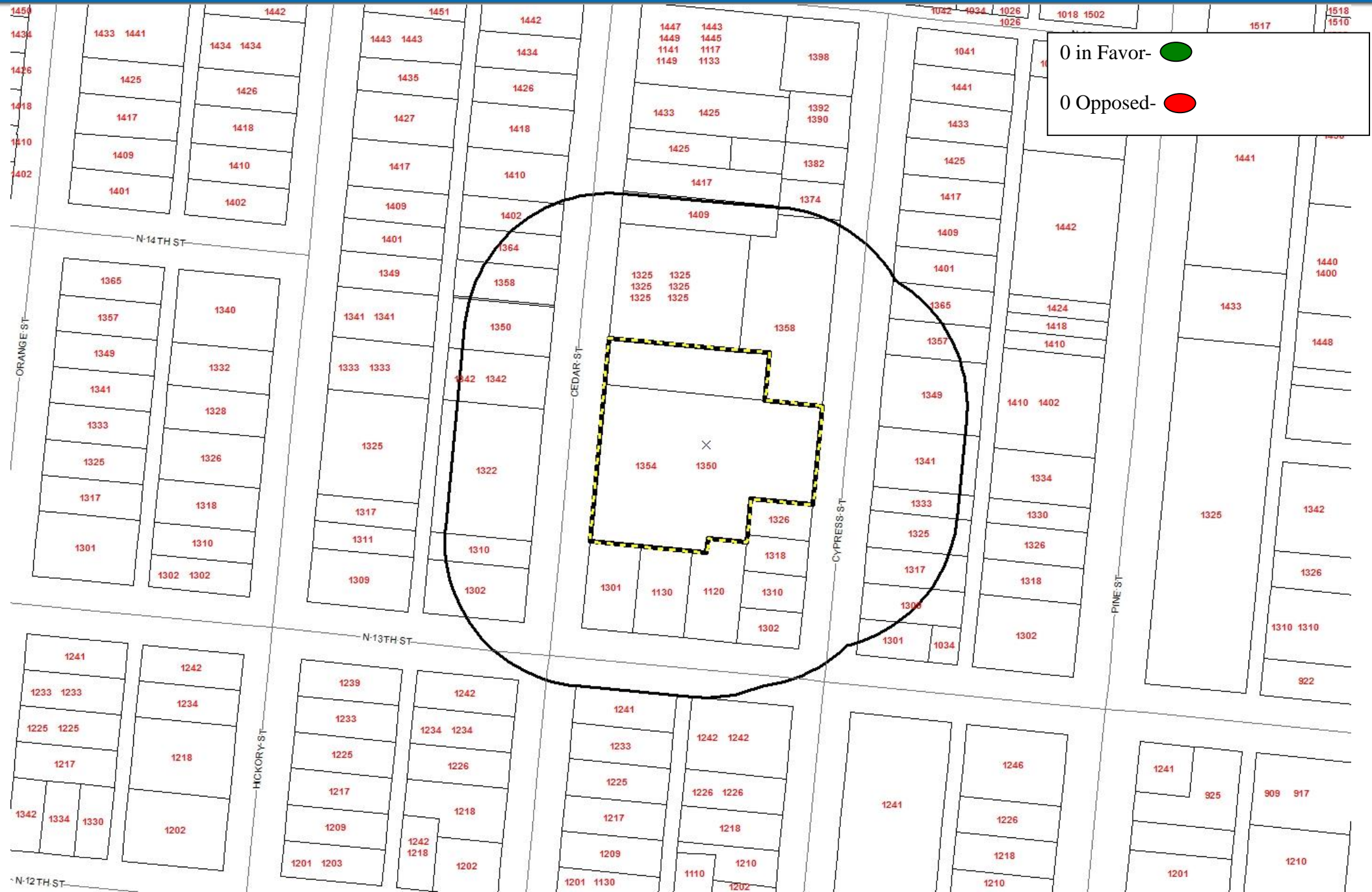
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





**City Council
Agenda Memo**

City Council Meeting Date: 12/1/2016

TO: Robert Hanna, City Manager

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

SUBJECT: Ordinance and Public Hearing: (Final Reading) Z-2016-45 A request from Hit Ventures LLC, agent Harley Burnett, to rezone property from HI (Heavy Industrial) to LI (Light Industrial) zoning, located at 720 China St., *(Dana Schoening)*

GENERAL INFORMATION

The subject parcel total approximately 0.5350 acres and is currently zoned HI. The parcel is developed with an electrical contractor service facility and is now a vacant building. The adjacent properties are zoned HI to the north, south, & east and LI (Light Industrial) to the west that was rezoned from HI and approved by City Council on 3-10-2016.

Currently the property is developed with a now vacant electrical contractor service business. The adjacent properties are all developed with similar uses. When the Land Development Code was adopted, many uses were removed from the HI zoning. The applicant is proposing to rezone the properties to allow for greater flexibility in the permitted uses allowed by the LI zoning. Staff's understanding is the applicant would like to use the existing building a micro-brewery and brewpub, but is not an authorized use in the HI zoning district. The requested change of zoning would allow for the proposed use as well as other varieties of uses for this building.

The Future Land Use section of the Comprehensive Plan designates this general area as 'industrial'. Just to the west South Treadaway Blvd is designated as an 'arterial' roadway as well as an 'enhancement corridor'. China Street is a designated 'local' street. The requested zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

The property is part of the original town limits incorporated in 1895 and was zoned HI dating back to at least 1974.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of seven (7) in favor (Bixby, Dunnahoo, Famble, Rosenbaum, Calk, Smith and McClarty) and none opposed.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance Cover	Ordinance
<input type="checkbox"/> Ordinance Exhibit	Exhibit
<input type="checkbox"/> Staff Report	Backup Material
<input type="checkbox"/> PowerPoint Presentation	Presentation

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 17th day of November, 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 21st day of October, 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 1st day of December, 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 1st day of December, A.D. 2016.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

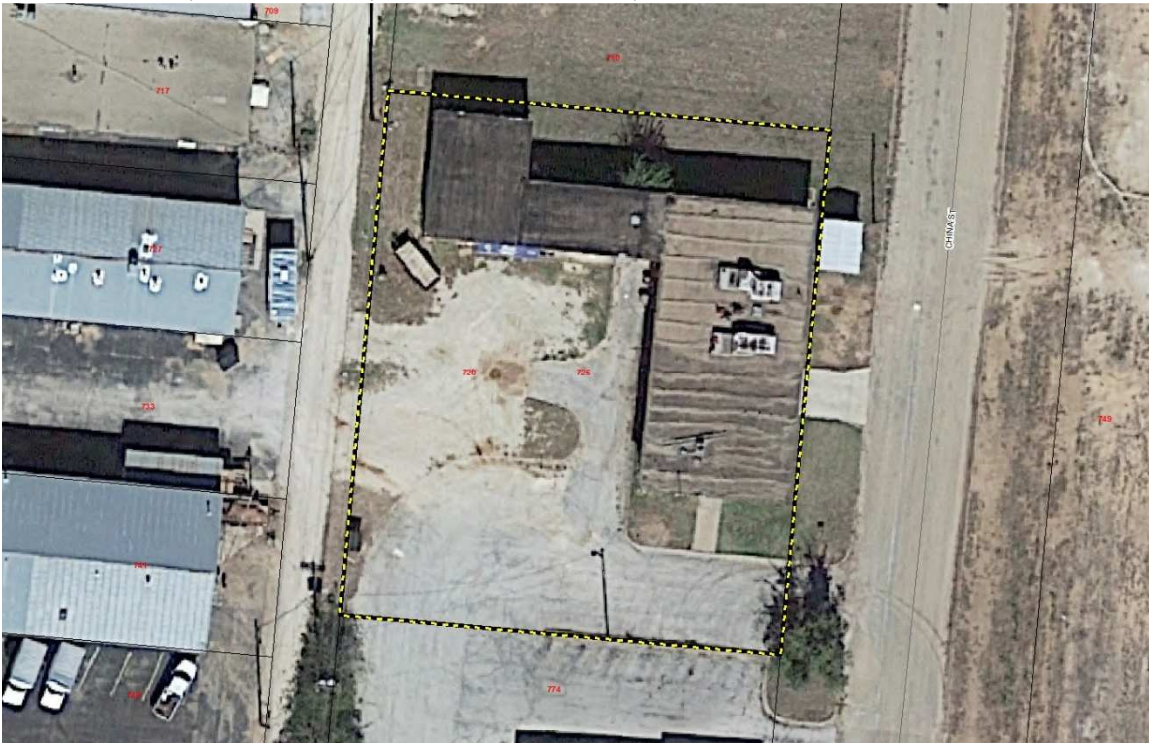
ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from HI (Heavy Industrial) to LI (Light Industrial) zoning.

Legal Description:

OT ABILENE, BLOCK 164, LOT S31.64 LT 25, ALL 26-27 & N 35 FT LT 28



Location:
720 China Street

-END-

ZONING CASE Z-2016-45

STAFF REPORT



APPLICANT INFORMATION:

Hit Ventures, LLC
Agent: Harley Barnett

HEARING DATES:

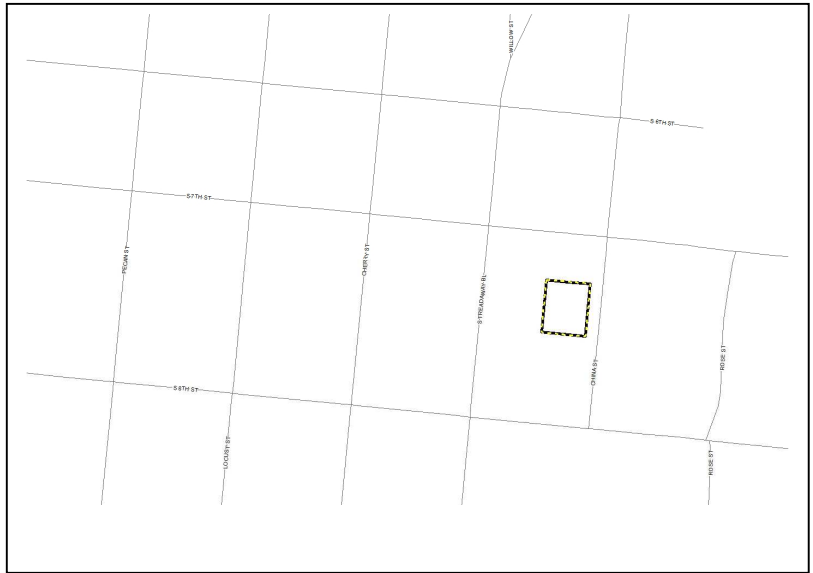
P & Z Commission: November 7, 2016
City Council 1st Reading: November 17, 2016
City Council 2nd Reading: December 1, 2016

LOCATION:

720 China Street

REQUESTED ACTION:

Rezone property from HI (Heavy Industrial) to
LI (Light Industrial) zoning



SITE CHARACTERISTICS:

The subject parcel total approximately 0.5350 acres and is currently zoned HI. The parcel is developed with an electrical contractor service facility and is now a vacant building. The adjacent properties are zoned HI to the north, south, & east and LI (Light Industrial) to the west that was rezoned from HI and approved by City Council on 3-10-2016.

ZONING HISTORY:

The property is part of the original town limits incorporated in 1895 and was zoned HI dating back to at least 1974.

ANALYSIS:

- Current Planning Analysis

Currently the property is developed with a now vacant electrical contractor service business. The adjacent properties are all developed with similar uses. When the Land Development Code was adopted, many uses were removed from the HI zoning. The applicant is proposing to rezone the properties to allow for greater flexibility in the permitted uses allowed by the LI zoning. Staffs understanding is that the applicant would like to use the existing building a micro-brewery and brewpub, but is not an authorized use in the HI zoning district. The requested change of zoning would allow for the proposed use as well as other varieties of uses for this building.

- Comprehensive Planning Analysis

The Future Land Use section of the Comprehensive Plan designates this general area as 'industrial'. Just to the west South Treadaway Blvd is designated as an 'arterial' roadway as well as an 'enhancement corridor'. China Street is a designated 'local' street. The requested zoning is deemed compatible with the Future Land Use Map and the adjacent properties.

PLANNING STAFF RECOMMENDATION:

Staff recommends approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

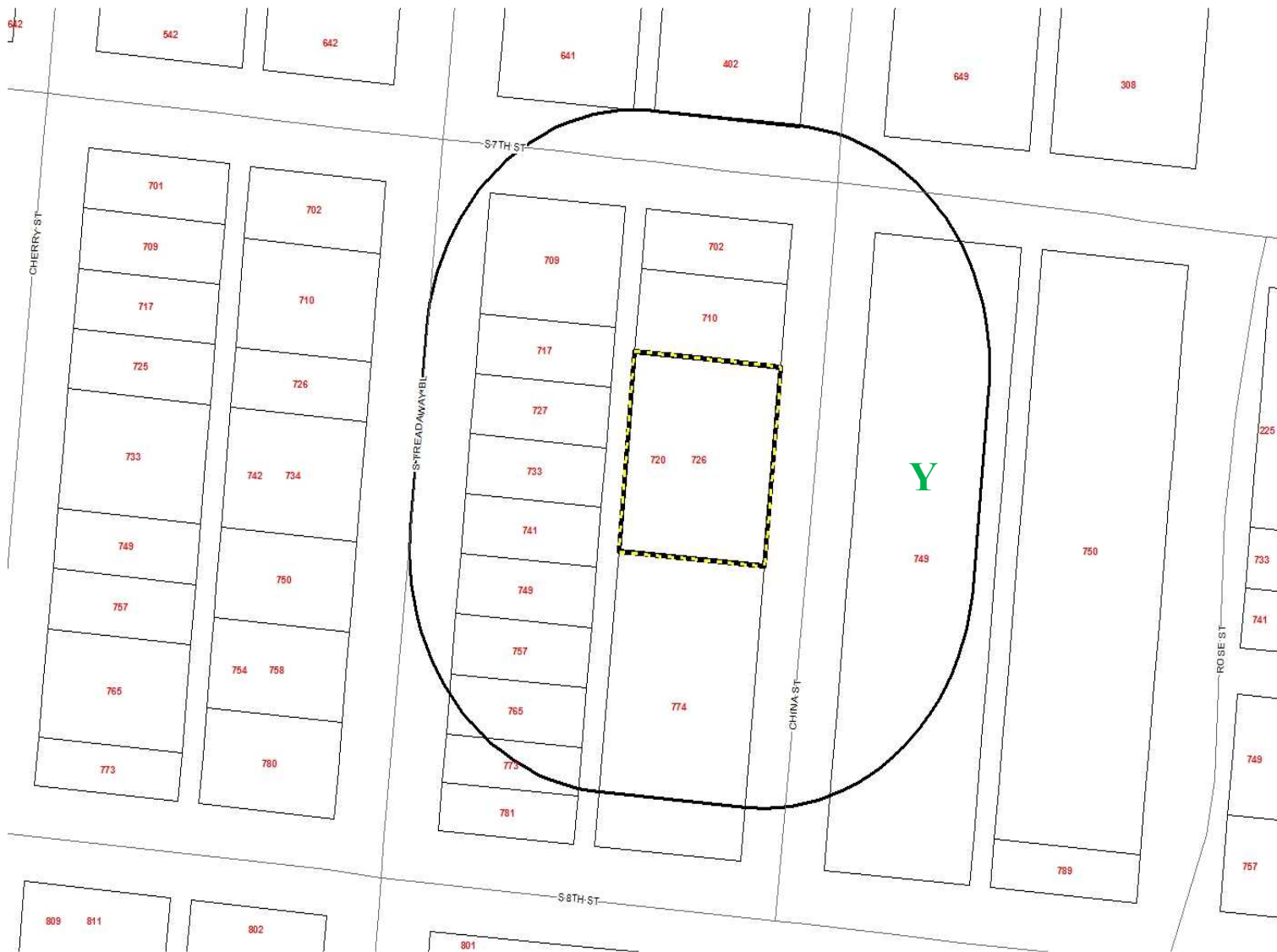
The Planning and Zoning Commission recommends approval of this request by a vote of seven (7) in favor (Bixby, Dunnahoo, Famble, Rosenbaum, Calk, Smith and McClarty) and none opposed.

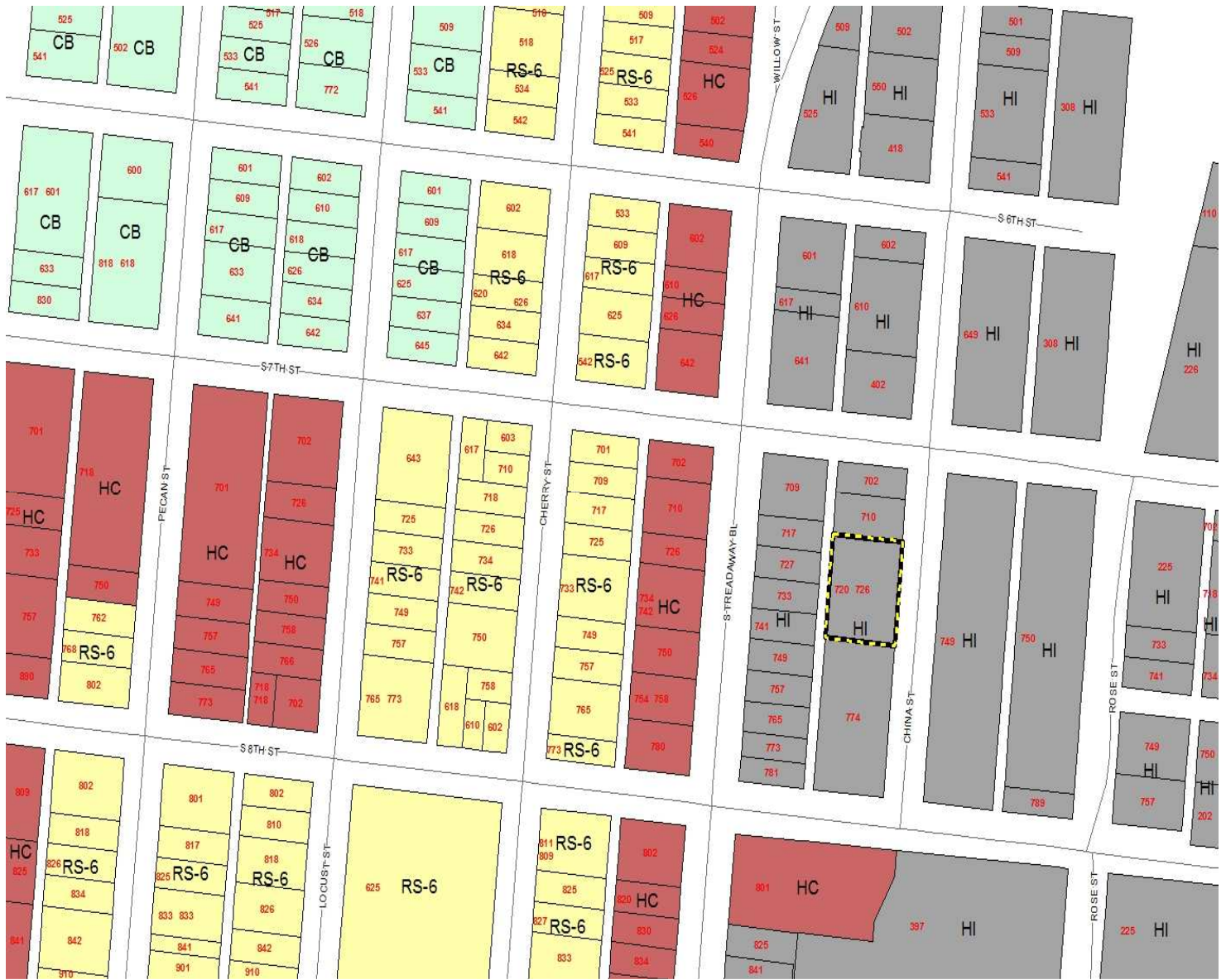
NOTIFICATION:

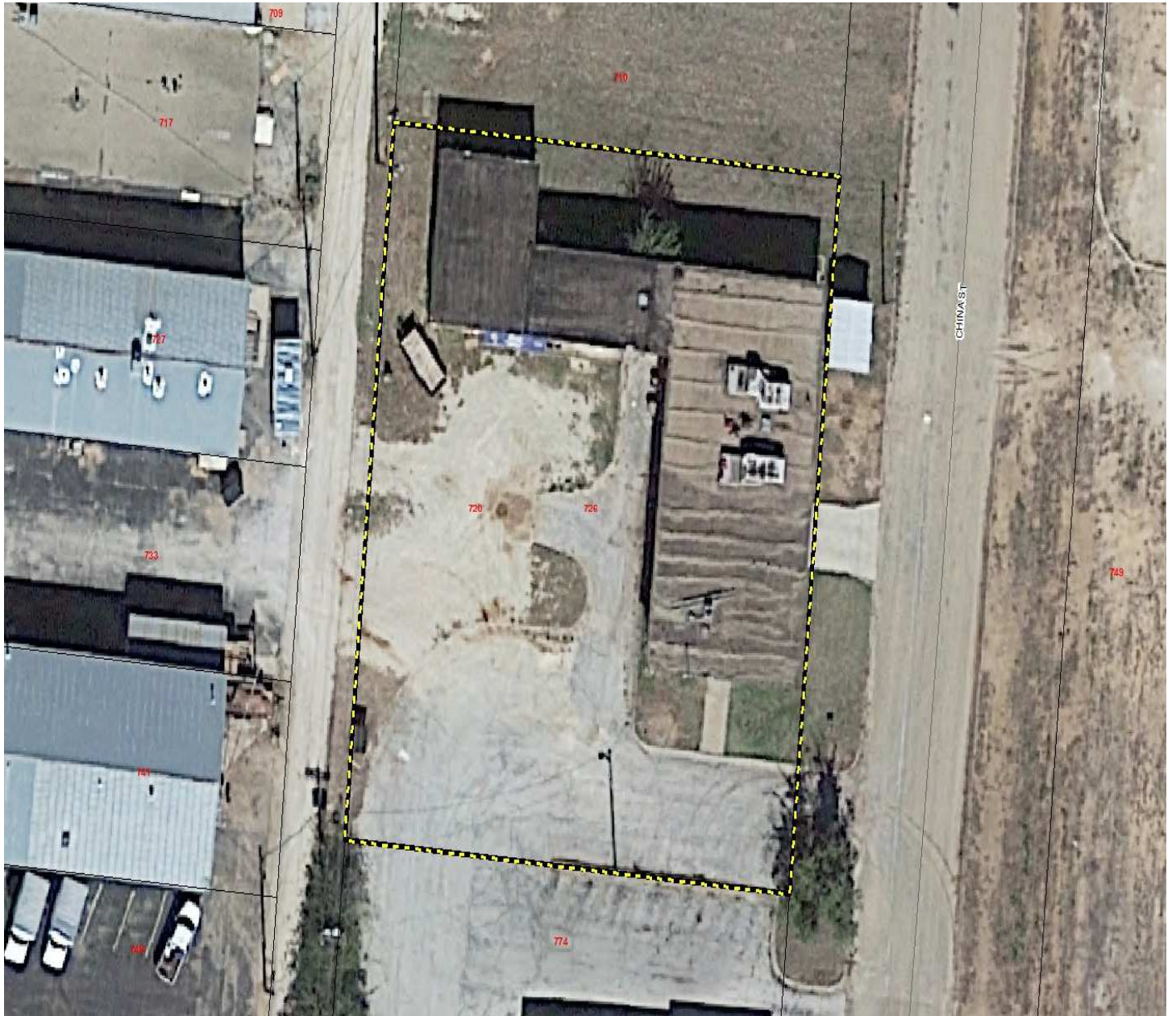
Property owners within a 200-foot radius were notified of the request.

OWNER	SITUS	RESPONSE
HIT VENTURES LLC	710 CHINA ST	
HIT VENTURES LLC	726 CHINA ST	
HIT VENTURES LLC	720 CHINA ST	
HIT VENTURES LLC	702 CHINA ST	
HOEMKE ROBERT & HOLLY	774 CHINA ST	
MB RENTALS LTD	402 S 7TH ST	
SCOTT FAMILY ENTERPRISES LLC	717 S TREADAWAY BL	
SCOTT FAMILY ENTERPRISES LLC	773 S TREADAWAY BL	
SCOTT FAMILY ENTERPRISES LLC	733 S TREADAWAY BL	
SCOTT FAMILY ENTERPRISES LLC	757 S TREADAWAY BL	
SCOTT FAMILY ENTERPRISES LLC	727 S TREADAWAY BL	
SCOTT FAMILY ENTERPRISES LLC	741 S TREADAWAY BL	
SCOTT FAMILY ENTERPRISES LLC	749 S TREADAWAY BL	
SCOTT FAMILY ENTERPRISES LLC	709 S TREADAWAY BL	
SCOTT FAMILY ENTERPRISES LLC	765 S TREADAWAY BL	
THREE JB PROPERTIES LLC	749 CHINA ST	In Favor
WTG FUELS INC	641 S TREADAWAY BL	

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









Z-2016-45

Request: Rezone from HI to LI zoning

Location: 720 China St.

Notification: 1 in favor; 0 opposed

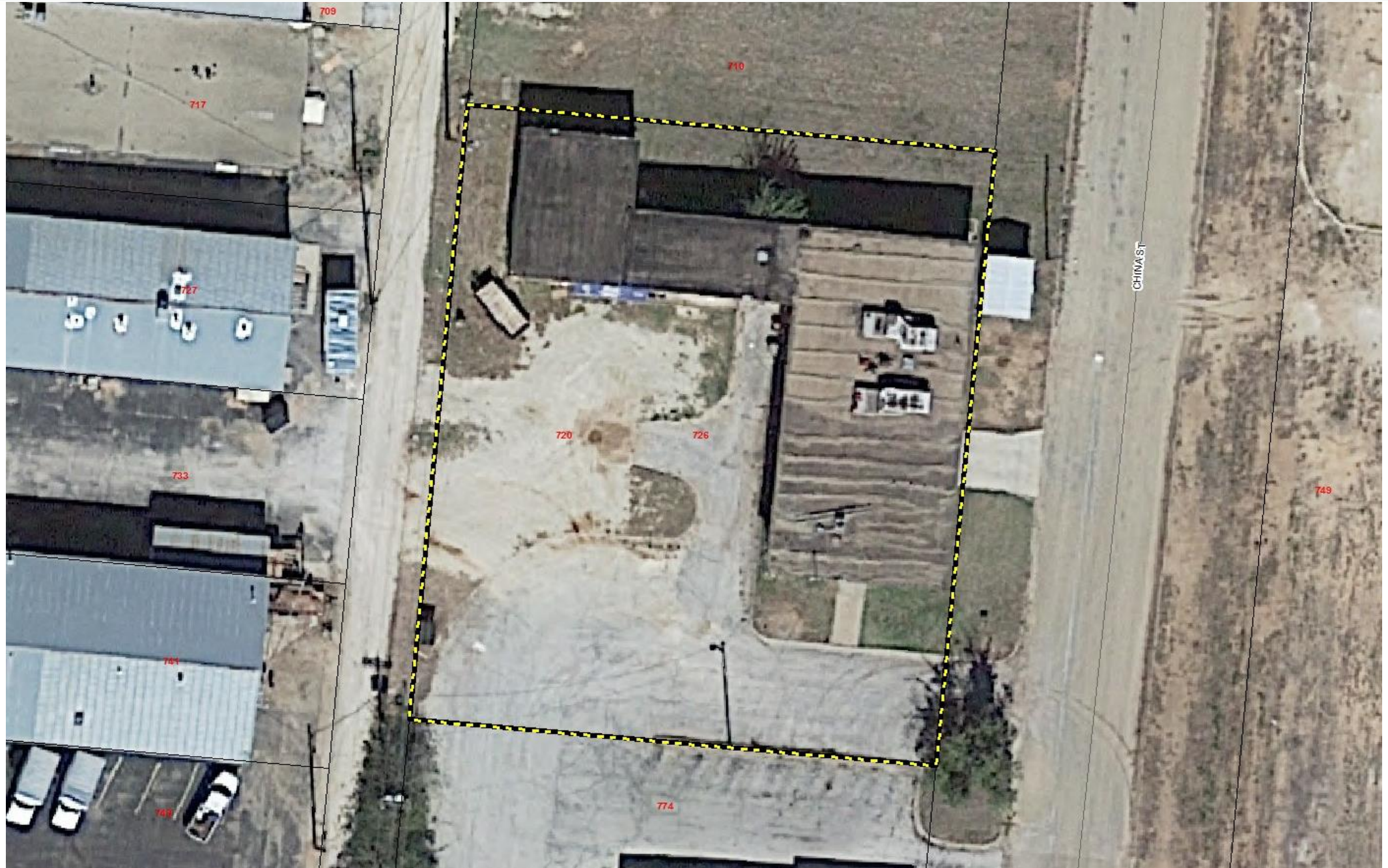
Staff Recommendation: Approval

P & Z Recommendation: Approval of Request









View looking northwest at subject property on China St.



View looking southeast of subject property on China



View looking west at subject property on China



View looking north toward subject property along China St.



View looking south along China St.



View looking south of subject property from S. 7th St.



View looking east from property



Permitted Uses in HI Zoning

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

- P Adult Entertainment Enterprise
- C Motorized Racing

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- P Homeless/Emergency Shelter
- P Post Office
- P Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P Educational and Scientific Research
- P School: Public/Private

SERVICE

- P Contractor Services
- P Recycling Collection and Processing Center
- P Scales (public)
- P Wrecker/Towing

TRADE – RETAIL USES

- P Head Shop
- C Scrap and Waste Material

TRADE – WHOLESALE USES

- C Livestock – Wholesale or Auction
- P Wholesaling and Storage (indoor)
- P Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

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

Permitted Uses in LI Zoning

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

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

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

TRADE – RETAIL USES

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

TRADE – WHOLESALE USES

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

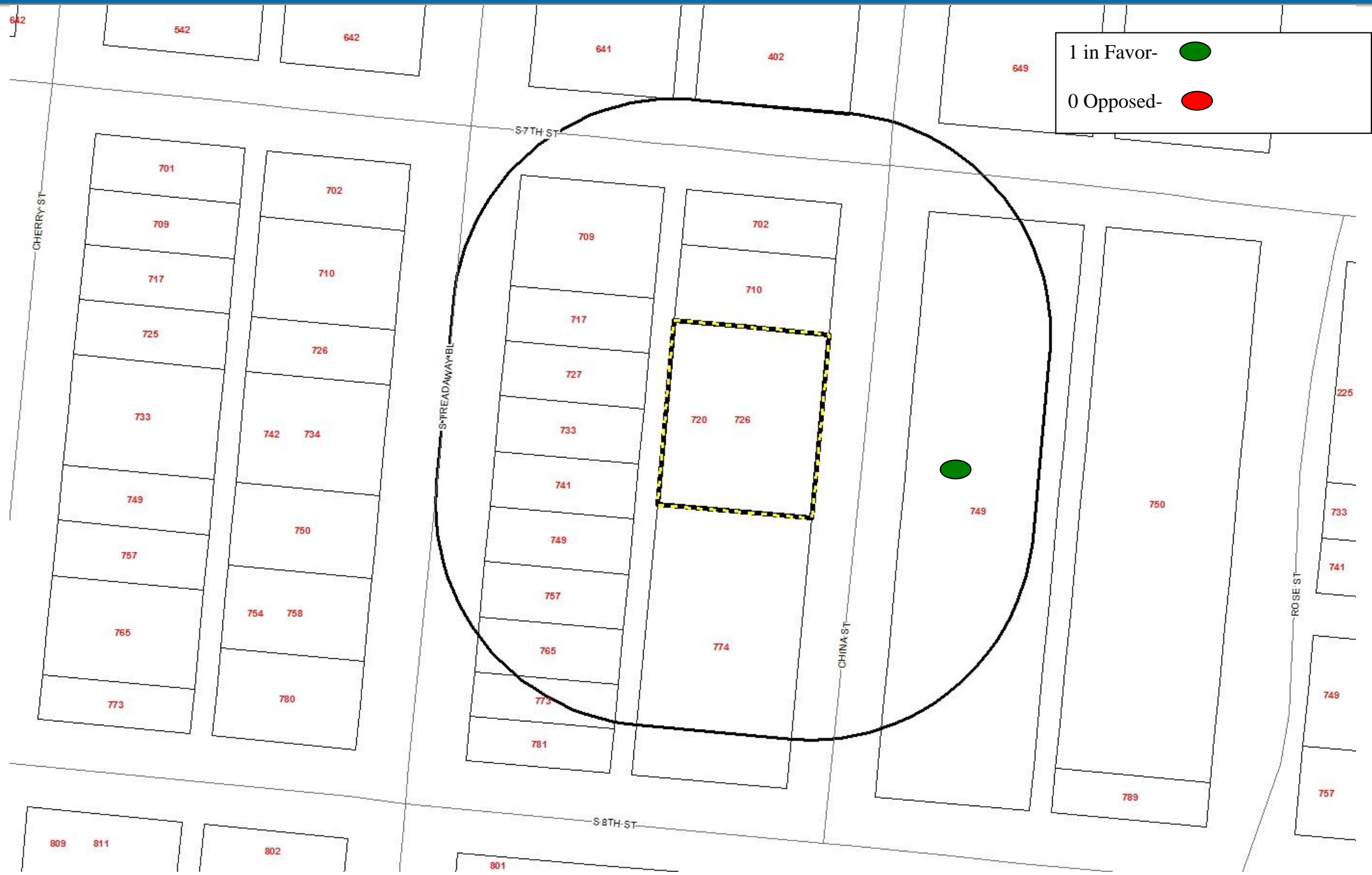
P	Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
P	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility
P	Railroad Switching and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

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

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





**City Council
Agenda Memo**

City Council Meeting Date: 12/1/2016

TO: Robert Hanna, City Manager

FROM: Mike Rains, Director of Finance

**Resolution: Authorizing a services agreement through Texas Department of Information
SUBJECT: Resources (DIR) with Dell Computers for OpenGov, Inc. software for financial
transparency, data visualization and business intelligence services. (*Mike Rains*)**

GENERAL INFORMATION

OpenGov software is a web-based platform that will provide financial information to both internal and external users. It provides an intuitive, user-friendly interface that allows users to easily access the City's financial and budgetary information. Over 1,250 municipal clients in Texas and around the nation have launched the OpenGov platform in an effort to make government more efficient, to improve budgeting, management reporting, make finances and performance more transparent, build civic engagement and increase community trust. The software makes it easy for users to see financial and performance data in both a web based graphical/visual format as well as raw numbers, enabling simple analysis of trends, projections, over time as well as side by side comparisons with other municipalities. The budgeting module is interactive and can be developed and workshopped simultaneously across all users.

OpenGov provides for citizens and staff to access the City's financial and performance data without needing any specialized software knowledge, provides ease of data analysis, and communicates complex budget and financial information in an easy-to-understand way. It also supports visualization of data on maps, and is fully capable of doing mid-year financial projection and trend analysis to improve forecasting. OpenGov also has an interactive budget builder which will do several things: improve efficiency of reporting with building the budget, decrease the time required to modify, amend, and adjust the budget, plan capital improvements, and generate the budget document.

The City's financial management software, Infor (formerly Lawson), is limited in the reports that can be generated and cumbersome for casual users to negotiate. It is difficult for departments to extract data into anything other than simple list-type reports, no graphical or trend analysis is built into the Infor software. All analysis of the data must be performed by staff, which can be very time consuming. In addition, this data is only available to staff that have login access to the system; it is not publicly available in any format except the City's published budget, annual financial reports, and check registers. Further, as the City explores performance management and tracking key initiatives against data, our current software has no capacity to measure and monitor success against those goals and metrics, both financial and non-financial.

The City's current budget preparation software, Lawson Budgeting & Planning (LBP) is being discontinued by Infor and will no longer be supported after FY 2017. The OpenGov Budget Builder software will ensure the City continues to have a collaborative budget software going forward and will be substantially more cost effective than LBP.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The service agreement is for a three year period with a total contract price of \$121,930. Funds for this purchase will come from remaining funds in the 2009 Certificates of Obligation used to purchase the Lawson ERP software.

STAFF RECOMMENDATION

Staff recommends the approval of the authorization to enter into a services agreement through DIR with Dell Computers for OpenGov, Inc. software in the amount of \$121,930.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
❑ Resolution OpenGov Software	Resolution Letter
❑ OpenGov Powerpoint	Presentation
❑ OpenGov PP	Presentation

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT,
THROUGH DIR, WITH DELL COMPUTERS FOR OPENGOV, INC. SOFTWARE FOR
FINANICAL TRANSPARENCY, DATA VISUALIZATION AND BUSINESS INTELLIGENCE
SERVICES.**

WHEREAS, the City's financial management software, Infor (formerly Lawson), is limited in the reports that can be generated and cumbersome for casual users to negotiate; and,

WHEREAS, It is difficult for departments to extract data into anything other than simple list-type reports, no graphical or trend analysis is built into Infor software; and,

WHEREAS, All analysis of financial data must be performed by staff, which can be very time consuming and this data is only available to staff that have login access to the Infor system; and,

WHEREAS, Financial data not publicly available in any format except the City's published budget, annual financial reports, and check register reports; and,

WHEREAS, The City's current budget preparation software, Lawson Budgeting and Planning will lose maintenance support in FY 2017; and,

WHEREAS, OpenGov provides for citizens and staff the access to the City's financial data without needing any specialized software knowledge, provides ease of data analysis, and communicates complex budget and financial information in an easy-to-understand way; and

WHEREAS, the City of Abilene requested a Texas Department of Information Resources (DIR) contract pricing quote for a services agreement of OpenGov, Inc. software to be utilized for financial transparency, data visualization and business intelligence services:

WHEREAS, the following quote was received:

Dell Computers - three year period - \$121,930

WHEREAS, staff recommends authorizing the services agreement for OpenGov, Inc. software as quoted through DIR pricing, Dell Computers.

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

PART 1: That the City Council authorizes the City Manager to execute a services agreement with Dell Computers for OpenGov, Inc. software in the total amount of \$121,930 for a three year period.

PART 2: Funding for this software is available from remaining funds of the 2009 Certificates of Obligation.

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

ADOPTED this 1st day of December, 2016.

ATTEST:

Danette Dunlap, City Secretary

Norm Archibald, Mayor

APPROVED:

Stanley Smith, Interim City Attorney

Resolution Authorizing A Services Agreement for OpenGov, Inc. Software

December 1, 2016



Resolution Authorizing A Services Agreement for OpenGov, Inc. Software


- The City's financial management software, Infor (formerly Lawson), has limitations related to analysis and communication of financial information.
- As the City explores performance management and tracking key initiatives against data, Infor has no capacity to measure and monitor success against those goals and metrics, both financial and non-financial.
- Financial information available to citizens is limited to annual financial reports, annual budgets and check registers.
- The City's current budget preparation software will lose its maintenance support during FY 2017.



Resolution Authorizing A Services Agreement for OpenGov, Inc. Software

- OpenGov, Inc. is a web-based software utilized by over 1,250 municipal clients. The software will provide three main services for the City:
 - OpenGov Intelligence – will provide internal dashboarding, reporting and analytics for City staff
 - OpenGov Transparency – will provide enhanced financial data transparency by giving Citizens ease of data analysis, communicating complex budget and financial information in an easy to understand way
 - OpenGov Budget Builder – will provide a collaborative coordinated budget process for departmental budget preparation
- The service agreement is a state DIR contract administered by Dell Computers for a three year term in the total amount of \$121,930
- To be funded by the 2009 Certificates of Obligation



An aerial photograph of the San Francisco skyline at dusk. The city's dense collection of skyscrapers is silhouetted against a sky with soft orange and blue hues from the setting sun. The Golden Gate Bridge is visible in the distance, its lights reflecting on the water. In the foreground, the San Francisco Ferry Building and the surrounding waterfront are visible, with several ferries docked at the piers.

OPENGOV

Smart Government Platform™

*The world's first integrated cloud platform
for budgeting, reporting, and open data.*

OpenGov Network™

Smart Cities, Counties, States, School Districts, Special Districts, and Agencies

1200+
GOVERNMENTS

47
STATES

\$1 Trillion+
ANALYZED

Leveraging network effects and applying cutting-edge data science to improve public administration



What is OpenGov?

OpenGov's cloud-based Smart Government Platform™ empowers governments to:

- 1. Plan Strategically**
- 2. Build and Collaborate on the budget**
- 3. Access and analyze critical financial and non-financial data**
- 4. Make data driven decisions**
- 5. Support decisions with visualizations and narratives**
- 6. Tell your story, supported by analysis, driven by data**
- 7. Gain understanding, support and action by key stakeholders**
 - Elected Officials**
 - Department Heads**
 - Constituents**

Old technology is failing governments

Breakdowns in the Government Management Lifecycle

Plan

- Budget process is burdened with clerical work
- Difficult to collaborate
- Difficult to get key facts in a timely fashion
- No central source of budget proposals and supporting documents
- Final budget document is a static, difficult to understand document

Operate

- Department heads lack access to operational intelligence
- Reports delayed by months
- Reports are static snapshots, not dynamic or responsive
- Data is scattered across multiple systems in different locations
- Tech built for another era

Communicate

- Citizens don't understand their government's priorities
- Elected officials can't get clear answers on government operations
- Difficult to put tradeoffs in proper context
- Conflicting narratives confuse and distract all stakeholders



Smart Government Platform™

Plan



OpenGov Budget Builder™

*Smart, Streamlined Budgeting.
Collaborate across your organization
and reduce clerical work.*

Operate



OpenGov Intelligence™

*Management Reporting and Analytics
for the 21st Century Government.*

Communicate



OpenGov Open Data™, Transparency™, and Performance Dashboards™

*Deliver a more efficient, transparent
government to your constituents.*

OPENGOV CLOUD™

DATA SCIENCE | UNIFIED CHART-OF-ACCOUNTS | FINANCIAL & PERFORMANCE DATA REPOSITORY | NETWORKED BENCHMARKING

IT Service
Management
Systems

ERP /
Accounting
Systems

Records
Management
Systems

Licensing
Software

Billing
Software

Permitting
System

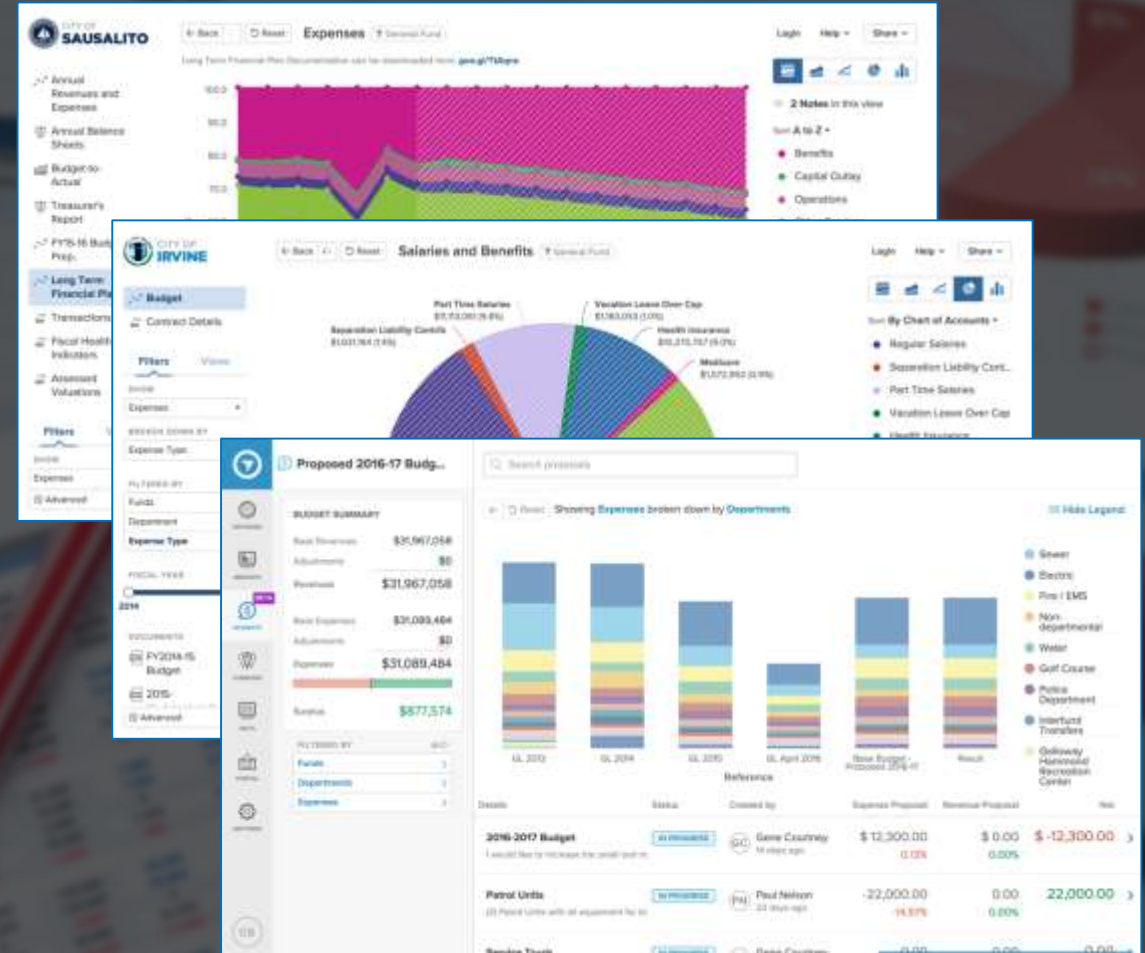
Strategic Planning and Budgeting

- **Government Responsibilities**

- Create a strategic plan with annual and multi-year priorities
- Create budgets to allocate resources and support the strategic plan
- Planning capital improvements
- Creating a common set of performance goals

- **How OpenGov helps**

- OpenGov Budget Builder
- OpenGov Performance Management
- OpenGov Intelligence
- OpenGov Comparisons
- OpenGov Network



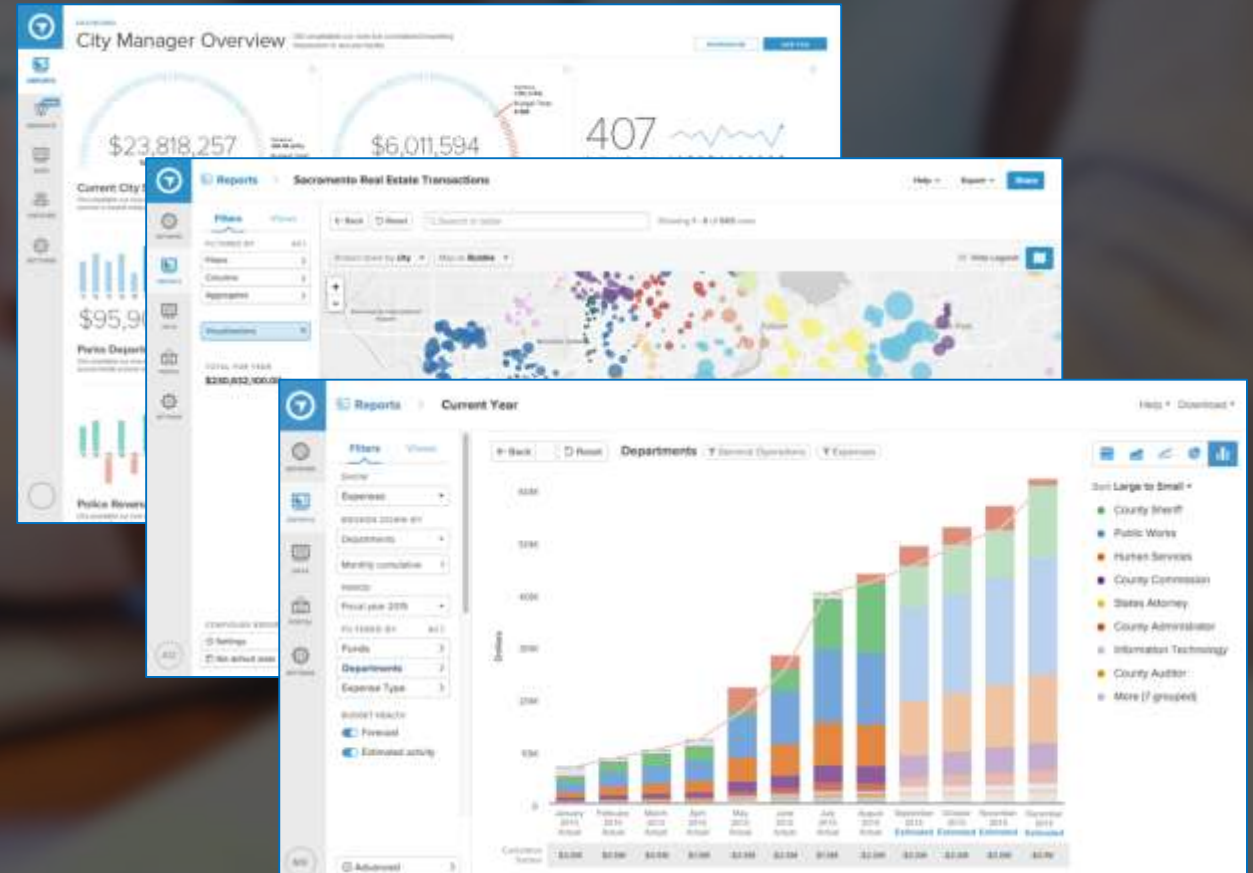
Management Reporting & Analysis

- **Government Responsibilities**

- Reporting budget and actual financials
- Operating to the budget and making adjustments where necessary
- Tracking program progress
- Keeping staff and departments heads on the same page
- Understanding revenue sources

- **How OpenGov helps**

- OpenGov Intelligence
- OpenGov Performance Dashboards
- OpenGov Comparisons
- OpenGov Network



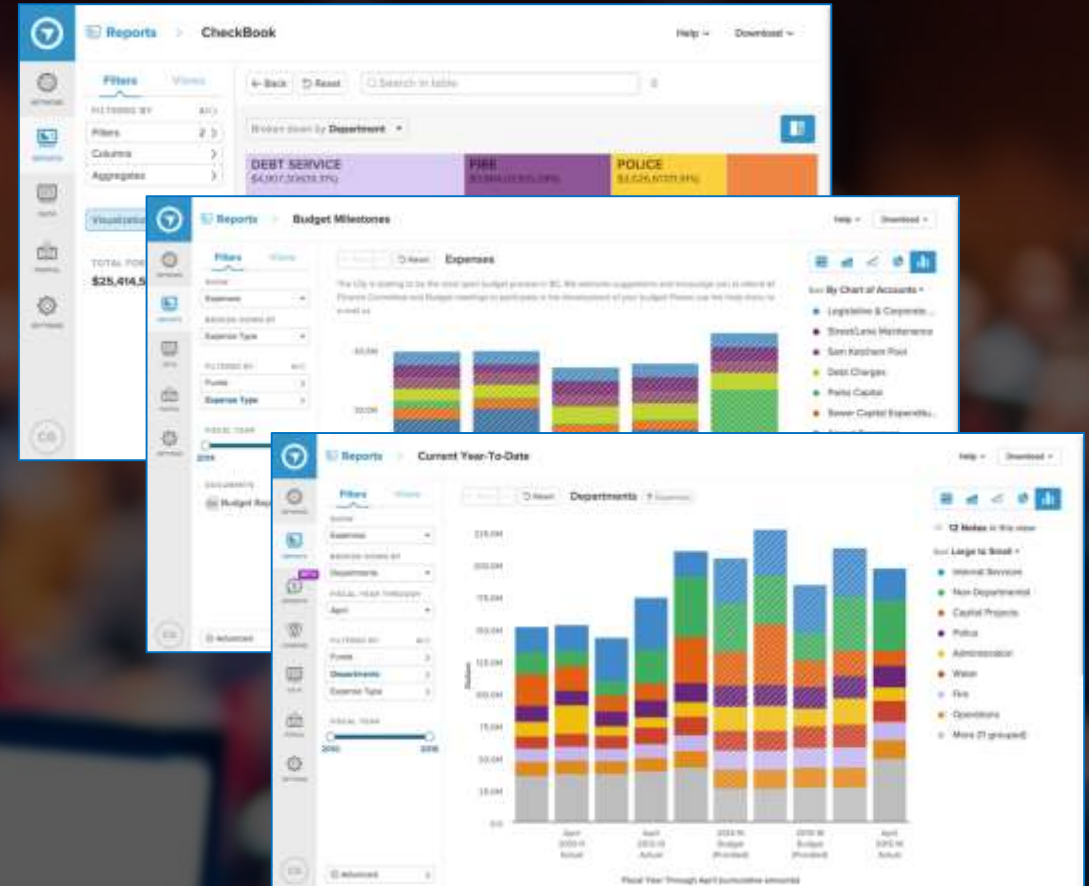
Communicating and Informing

- **Government Responsibilities**

- Engaging citizens to demonstrate success and tell your story
- Educating elected officials
- Enabling civic tech engagement
- Responding to FOIA requests

- **How OpenGov helps**

- OpenGov Open Data
- OpenGov Transparency
- OpenGov Performance Dashboards



OpenGov Budget Builder™

Smart, Streamlined Budgeting

- **Collaborate Across Your Organization**

Empower departments to submit online proposals and approve, reject, and comment online

- **Focus on Strategy, Not Clerical Work**

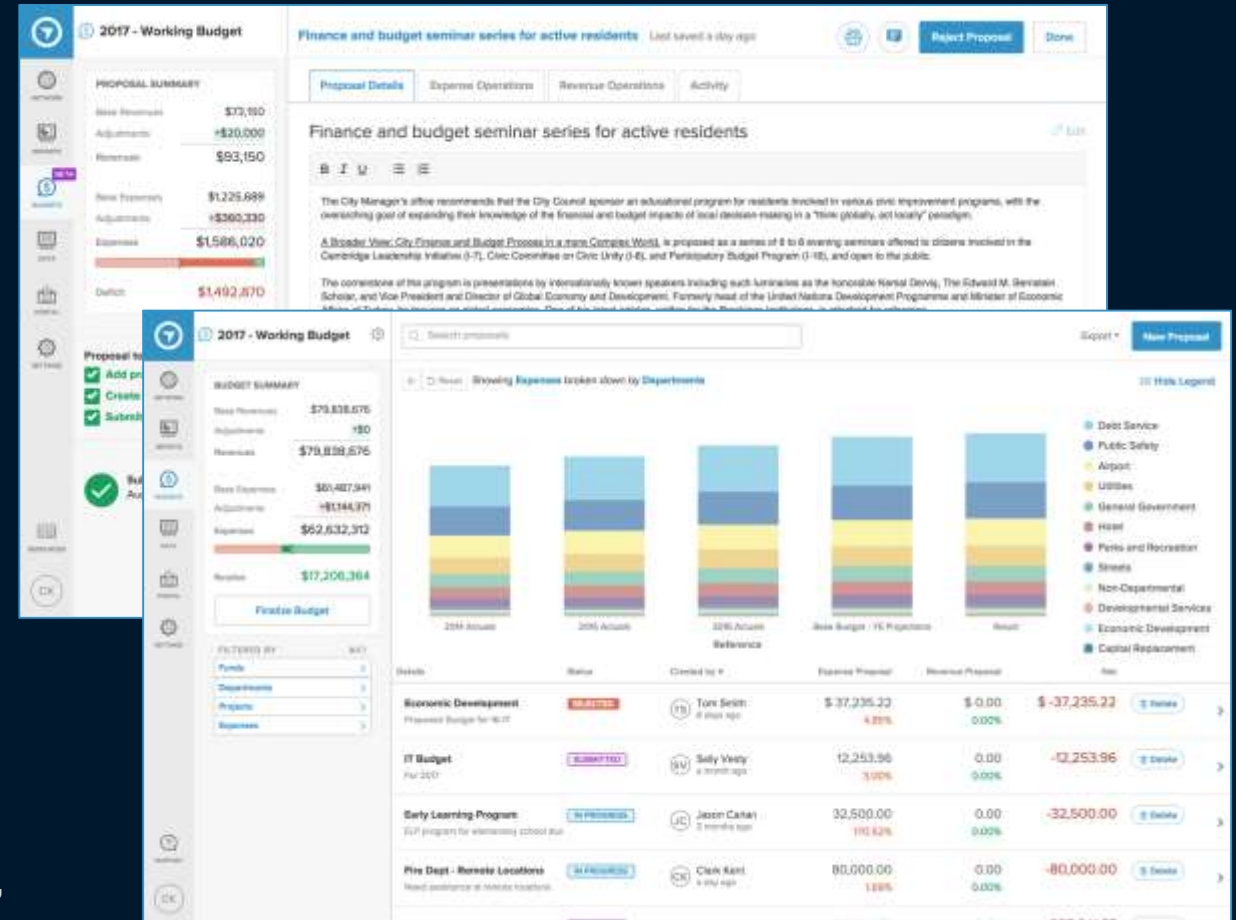
Automatically compare budget requests against previous year's budgets without cutting-and-pasting in Excel or collaborating via email

- **Create One Source of Budget Truth**

Enable everyone to see current numbers anytime, anywhere and automatically maintain an audit trail of proposals, rejections, and comments

- **One Integrated Solution**

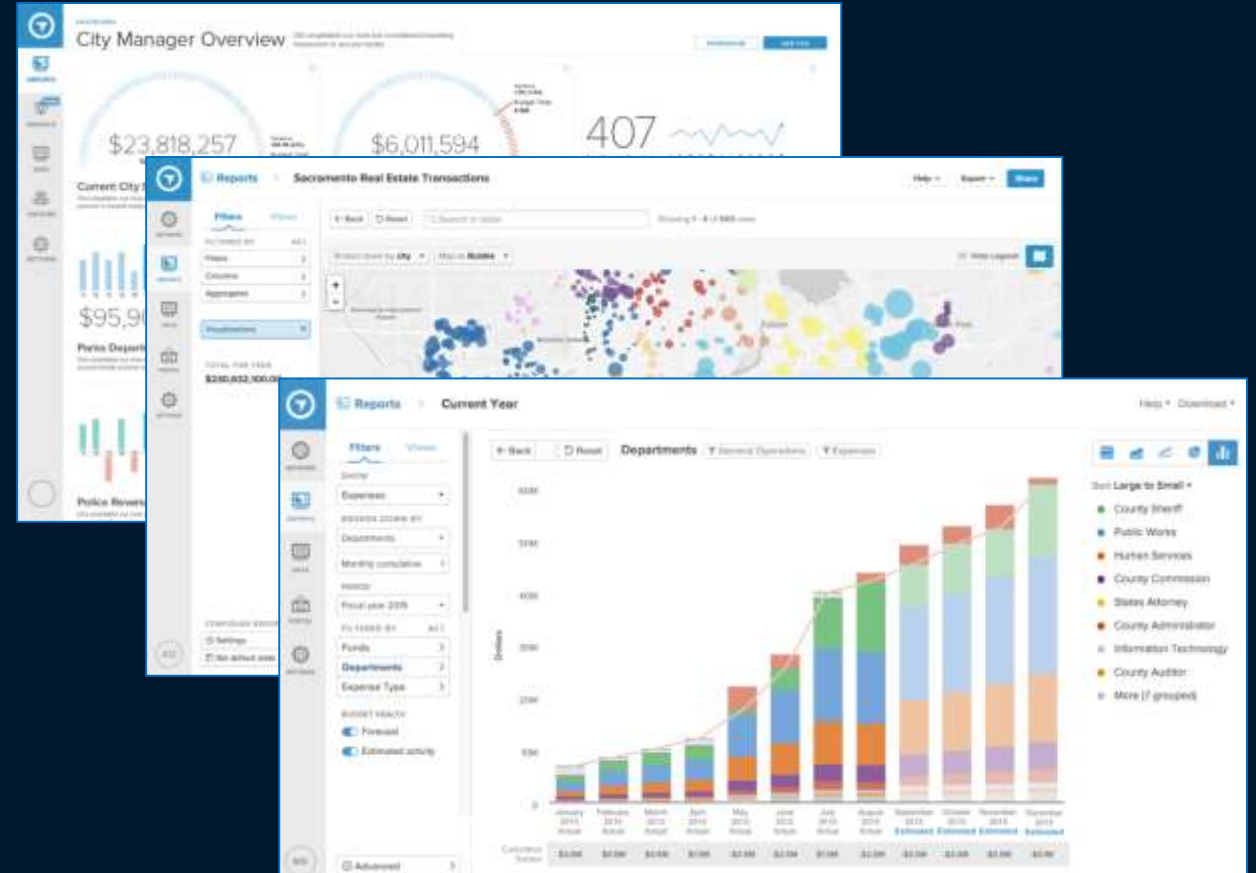
Works seamlessly with OpenGov's management reporting, benchmarking, projections, and transparency solutions



OpenGov Intelligence™

Management Reporting & Analytics for the 21st Century Government

- **Improve Management Reporting**
Communicate financial and performance updates with state-of-the-art visualizations
- **Streamline Benchmarking**
Compare budgets and performance against other governments with a few clicks of a mouse
- **Anticipate Future Results**
Project current year financial results based on historical spending



OpenGov Intelligence™ | Trend Analysis

Look forward and make better decisions

- **Proactive**

- › Gain visibility and update year-end estimates vs. the annual budget on a real-time basis
- › Quickly identify cost overruns and underutilized resources

- **Intelligent**

- › Powered by the OpenGov Network and our team of industry-leading data scientists
- › Automatically account for seasonality and outliers from historical transactions
- › Automatically detect variances to budget

- **Customizable**

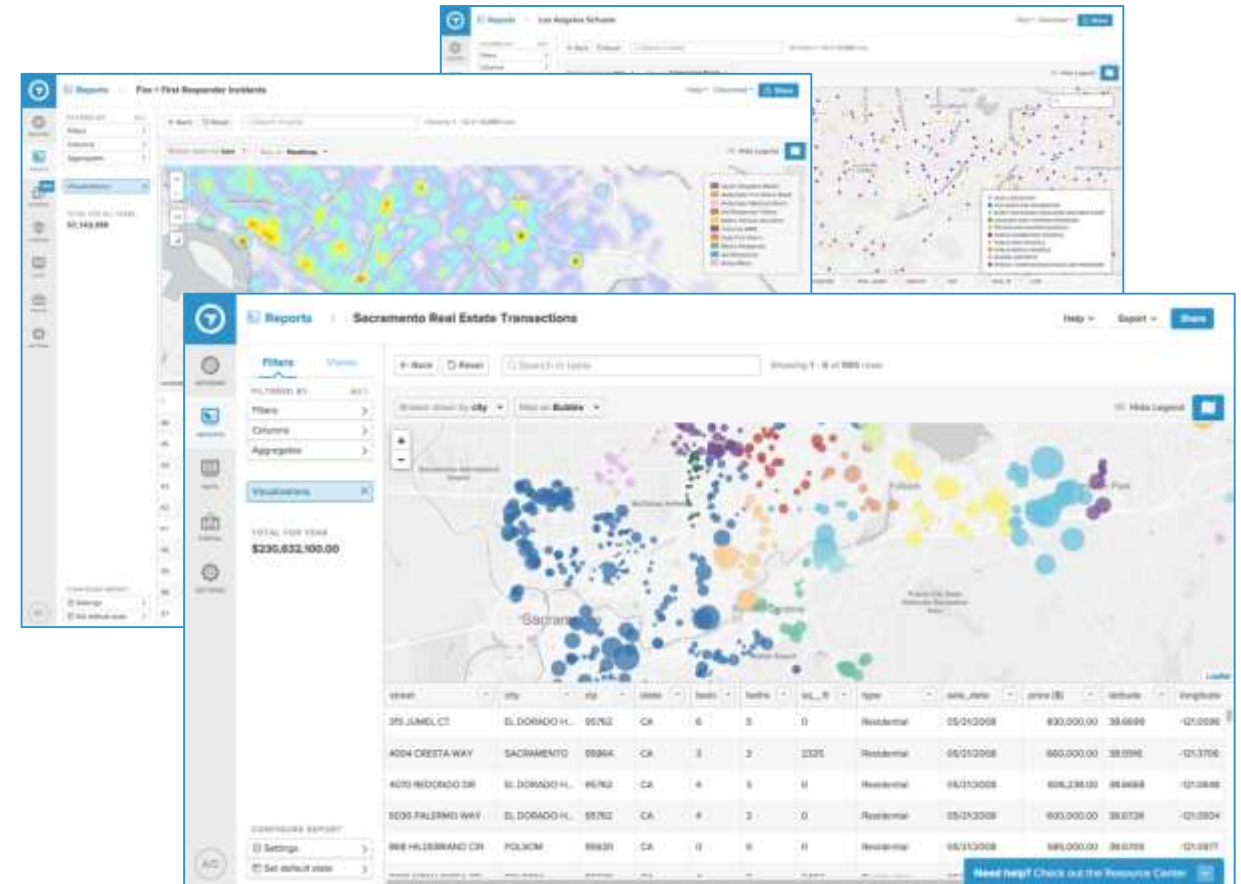
- › Choose from advanced trend algorithms



OpenGov Intelligence™ | Maps

Add geographic context, explore capital projects, and more

- **Simple**
 - › Get new insights into Capital Projects, 311 Requests, Crime Data, Election Results, and more
 - › Easily drag and drop files with geospatial data to create a map visualization. In another click, share this map internally or with the world.
- **Integrated**
 - › Users can easily toggle between Map visualizations and any other OpenGov visualization.
- **Flexible**
 - › One upload, a multitude of data exploration capabilities
 - › Upload geodata with latitude and longitude data, or create new coordinates with geocoding
- **Beautiful**
 - › OpenGov's award-winning design and beautiful visualizations are polished and presentation-ready.



OpenGov Intelligence™ | Comparisons

Compare budgets and performance against other governments

- **The Fastest Answers to Complex Questions**
 - › Don't waste time compiling data. We automatically import financial and census figures
 - › On-demand and always available with the latest data
 - › Engage your organization with tools they can use—no training required
- **View the Data from Your Perspective**
 - › Compare Apples-to-Apples
 - › No need to understand other's naming conventions
- **Stay Focused on What Matters**
 - › Normalize as needed: per capita, per square mile, or view your expenditures/revenues as a % of total
 - › Visualize a single point in time, or view a 5+ year trend. In a click



OpenGov Intelligence™

Connect all your internal stakeholders

- Break down internal information silos
- Improve day-to-day distribution and sharing of financial and performance data across people and departments
- Improve council / commission meetings
- Allow everyone to focus on what is most important to them



Elected Officials



Executive



Board Members



Project Managers



Finance Director



Budget Director



IT



Public Safety



Fire

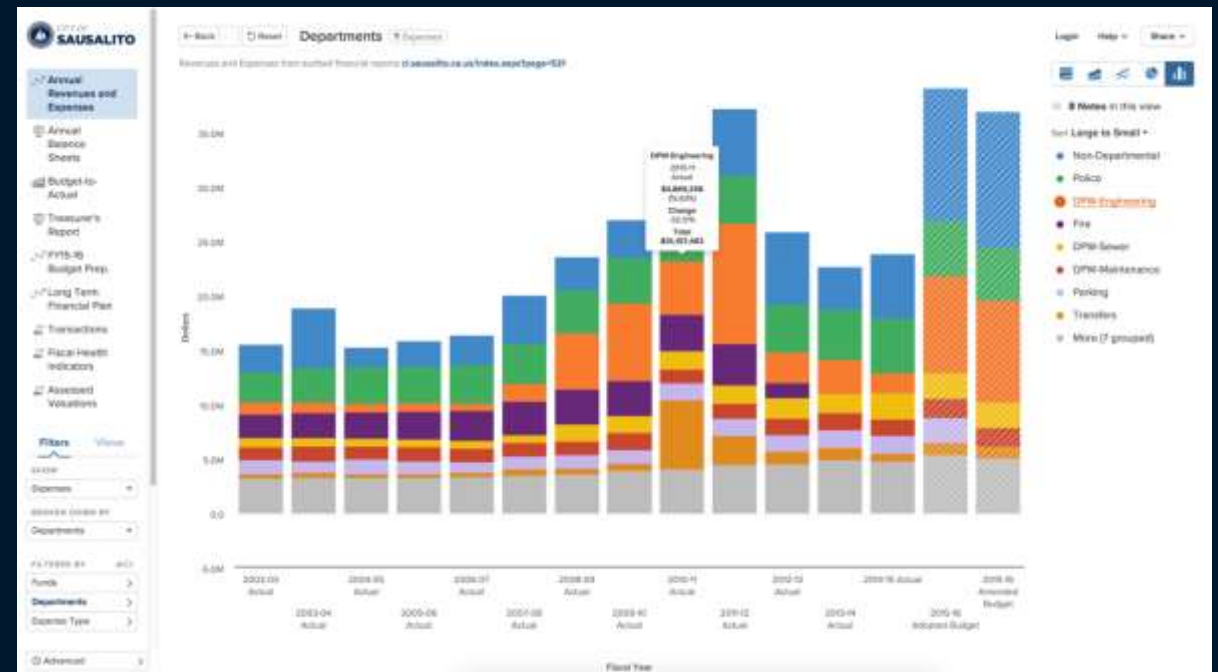


Utilities

OpenGov Transparency™

Engage Citizens and Tell Your Story

- **Inspire Trust**
Easily deploy interactive budget and performance visualizations that engage citizens.
- **Make Budgeting More Transparent**
Allow citizens to track the annual budget process at every step.
- **Share Financial and Performance Data**
Unite performance and financial data to give citizens a holistic view.
- **Save Time Responding to Data Requests**
Save hundreds of hours processing requests by giving citizens easy access to intuitive visualizations.



Why OpenGov is unique

Only OpenGov creates the connections necessary to thrive in an increasingly complex era.

- **Unified Software Platform**

The only purpose-built system with a converged software architecture to unite and support the three phases of the Government Management Lifecycle

- **Unified Chart of Accounts**

OpenGov has a robust understanding of government multi-fund accounting. By leveraging the Chart of Accounts and other data structures, data can be understood in context. This enables comparisons and benchmarking across entities, allowing governments to learn from each other.

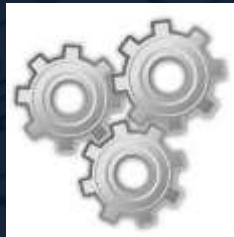
- **The OpenGov Network™**

Unlike older systems and point solutions that silo information and inhibit collaboration, the OpenGov Network allows governments to share information, best practices, and critical knowledge.

OpenGov Customer Success

Customer Success Analyst *Build*

- Partner with customer to analyze data and platform requirements
- Build customer's Chart of Accounts, upload data, and customize reports
- Deliver custom training to admins
- Build data upload templates



Customer Success Manager *Engage*

- Own the customer's success with OpenGov
- Understand customer's business objectives and ensure that OpenGov helps meet them
- Be a trusted resource and product expert
- Serve as the voice of the customer



Training *Train + Document*

- Identify customer's training needs and build curriculum
- Maintain a robust Resource Center with knowledge articles and documentation
- Create product release notes
- Conduct monthly webinars



Support *Answer + Fix*

- Provide high quality issue resolution
- Escalate to Product and Engineering as needed
- Identify themes and provide relevant feedback
- Manage critical incident communications



OpenGov Customer Success Methodology

Deploy (1-4 weeks)

- Kick off call
- Data receipt + Platform setup
- Initial platform review
- Data & CoA finalization
- Admin training

Engage + Optimize (ongoing)

- Launch prep
- Best practices review
- Ongoing report customization
- New use case identification
- Department head and user trainings
- Quarterly business reviews
- New features/functionality review
- Beta program review
- Liaison to product managers

Customer Success Analyst

Customer Success Manager

Technical Support

Live and On-Demand Training



**City Council
Agenda Memo**

City Council Meeting Date: 12/1/2016

TO: Mayor & City Council

FROM: Danette Dunlap, City Secretary

SUBJECT: Discussion and Direction: Regarding all Boards and Commissions appointed by the City Council. *(Danette Dunlap)*

GENERAL INFORMATION

Discussion of the following Boards & Commissions of the Abilene City Council:

911 Communications District Board of Managers
Abilene Health Facilities Development Corporation
Abilene Housing Authority
Abilene Public Health Corp.
Abilene Taylor County Events Venue District
Abilene Taylor County Public Health Adv. Board
Abilene Economic Development Company
Airport Development Board
Animal Services Advisory Board
MH/MR Betty Hardwick Center Board of Trustees
Board of Adjustment
Board of Building Standards
Abilene Taylor County Child Advocacy Advisory Board
CityLink ADA Advisory Board
Civic Abilene, Inc.
Civil Service Commission
Community Access Task Force *(In-active)
Development Corporation of Abilene, Inc. (DCOA)
Friends of Safety City Board
Frontier Texas! Board
Keep Abilene Beautiful
Library Board
Mayor's Council on Physical Fitness
MPE/Swimming Pool
Office of Neighborhood Services Advisory Board
Parks and Recreation Board
Planning and Zoning Commission
Red Light Camera Citizens Advisory Board *(In-active)
Senior Citizens Advisory Board
Tax Increment Reinvestment Zone Board
Visual Arts Jury

Youth Advisory Council

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

If the City Council wishes to Sunset a Board or Commission, staff can place this on the next agenda with a Resolution that would Sunset the board or boards.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

	Description	Type
▣	Presentation	Presentation

Boards and Commissions Appointed by the City Council

- 911 Communications District Board of Managers
- Abilene Health Facilities Development Corporation
- Abilene Housing Authority
- Abilene Public Health Corp.
- Abilene Taylor County Events Venue District
- Abilene Taylor County Public Health Adv. Board
- Abilene Economic Development Company
- Airport Development Board
- Animal Services Advisory Board
- MH/MR Betty Hardwick Center Board of Trustees
- Board of Adjustment
- Board of Building Standards
- Abilene Taylor County Child Advocacy Advisory Board
- CityLink ADA Advisory Board
- Civic Abilene, Inc.
- Civil Service Commission
- Community Access Task Force *(In-active)
- Development Corporation of Abilene, Inc. (DCOA)
- Friends of Safety City Board
- Frontier Texas! Board
- Keep Abilene Beautiful
- Library Board
- Mayor's Council on Physical Fitness
- MPE/Swimming Pool
- Office of Neighborhood Services Advisory Board
- Parks and Recreation Board
- Planning and Zoning Commission
- Red Light Camera Citizens Advisory Board *(In-active)
- Senior Citizens Advisory Board
- Tax Increment Reinvestment Zone Board
- Visual Arts Jury
- Youth Advisory Council

