



## 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, February 9, 2017 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 Price

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

### **4. PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS**

#### **1. Employee Service Awards**

David Grey	Police Officer	35 Years
Michael Ricker	Police Officer	35 Years

#### **Recognitions:**

United Way - Most Improved Campaign Award  
Marine Corps Reserve "Toys for Tots"

### **5. MINUTES**

1. Minutes from the Special Called Meeting on January 24th and the Regular Meeting on January 26th 2017.

### **6. CONSENT AGENDA**

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

1. **Resolution:** Ordering a City of Abilene General Election to be held on May 6th 2017. (Danette Dunlap)
2. **Ordinance:** *(First Reading)* To amend Chapter 18 Parking prohibited—At all times; and setting a public hearing for February 23, 2017. (Michael Rice)

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

1. **Ordinance & Public Hearing:** *(Final Reading)* **Case #Z-2017-01** A request from Nora Carpenter, to rezone property from AO/COR (Agricultural Open Space/Corridor Overlay) to GR/COR (General Retail/Corridor Overlay), being 1.005 acres, located at 7542 Buffalo Gap Rd. (Dana Schoening)
2. **Ordinance & Public Hearing:** *(Final Reading)* **Case #Z-2017-02** A request from Tuscany Ridge, LLC., agent Enprotec/Hibbs and Todd, to rezone property from RS6 (Residential Single Family) to PH (Patio Home) being 17.292 acres located in the 7550 Block (west side) of Hardwick Rd, north of Waldrop Dr. (Dana Schoening)
3. **Oral Resolution & Public Hearing:** Application/Permit to drill and/or operate an oil and/or gas well, Bullet Development, LLC., "WTRC B #1" Permit No. 820860, located on East Industrial Blvd (Michael Rice)
4. **Resolution:** Award of Bid # **CB-1723** - South 20th St. Rehabilitation Project (Michael Rice)
5. **Resolution:** Award of Bid # **CB-1724** - Central Business District East Side Overlay Project (Michael Rice)
6. **Resolution:** Authorizing the City Manager to enter into a Professional Engineering Services agreement with HDR Engineering Inc. for services related to Abilene Stormwater Drainage Master Plan. (Michael Rice)
7. **Resolution:** Authorize use of Police Patrol Seized Funds (Stan Standridge)
8. **Resolution:** Supporting House Bill 1529 and Senate Bill 729 of the 85th Regular Legislative Session, relating to the authority of certain municipalities to pledge certain tax revenue for the payment of obligations related to hotel projects. (Robert Hanna)

## 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)**

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 42<sup>nd</sup> 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, 2016
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
12. Cause No. 11018-D; City of Abilene and Development Corporation of Abilene v. Texas Municipal League Governmental Risk Pool, In the 350th Judicial District Court, Taylor County, Texas, filed January 9, 2017

## **2. 551.072 (Deliberations about Real Property)**

### **A) Regional Water Supply**

## **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**

1. Action if needed from Executive Session

**10. REGULAR AGENDA**

1. **Resolution:** Appointing members to various boards and commissions per the City Charter. **(Dunlap)**
  - *Animal Services*
  - *Development Corporation of Abilene (DCOA)*
  - *Library Board*
  - *Frontier Texas!*
  - *Office of Neighborhood Services Advisory Council*
  - *Planning and Zoning Commission*
  - *Tax Increment Reinvestment Zone (TIRZ)*
2. **Oral Resolution:** Approving the appointment of Deputy Mayor Pro-Tem(s)

**11. ADJOURNMENT**

*In compliance with the Americans with Disabilities Act, the City of Abilene will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 48 hours prior to the meetings. Please contact Danette Dunlap, City Secretary, at 325-676-6202.*

**CERTIFICATION**

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the \_\_\_\_\_ day of February, 2017, at \_\_\_\_\_.

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*Danette Dunlap, City Secretary*





**City Council  
Agenda Memo**

**City Council Meeting Date: 2/9/2017**

**TO: Mayor & City Council**

**FROM: Danette Dunlap, TRMC City Secretary**

**SUBJECT: Resolution: Ordering a City of Abilene General Election to be held on May 6th 2017.**  
**(Danette Dunlap)**

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**GENERAL INFORMATION**

ARTICLE III. ELECTIONS of the City Charter

Sec. 24. Annual elections.

The regular election of council to places on the council occupied by council whose terms are expiring and the regular election of the mayor, if his term is expiring, shall be held on such date as prescribed by the election laws of the State of Texas. In such election each qualified voter shall vote for not more than one candidate for each council place to be filled, and for not more than one candidate for mayor. Said elections shall be ordered by the Council, and in case of its failure to order same, the mayor shall make such order. In case of the inability of the council and mayor to act, the elections may be called by the city secretary, and in case of his inability to act, by the county judge of Taylor County, Texas, and in case of his inability to act, by the governor of the State of Texas. The city secretary shall give notice of such election by causing said notice to be published at least thirty (30) days prior to the day of such election.

Sec. 25. Regulation of elections.

All elections shall be held in accordance with the laws of the State of Texas regulating the holding of municipal elections and in accordance with this Charter and ordinances or resolutions adopted by the council for the conduct of elections.

Texas Election Code, Chapter 43 authorizes countywide polling place programs, Taylor County Commissioners Court has applied for and received permission from the Secretary of State for the utilization of Vote Centers in Taylor County.

**SPECIAL CONSIDERATIONS**

Council seats up for election in May 2017 are: Mayor, Council Place 3 At-Large and Council Place 4 At-Large

**FUNDING/FISCAL IMPACT**

Total cost of the May 6 Election is \$18,434.35

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### **STAFF RECOMMENDATION**

Staff recommends approval of the Resolution Ordering the election.

### **BOARD OR COMMISSION RECOMMENDATION**

#### **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Resolution	Cover Memo
<input type="checkbox"/> Contract and Agreement	Cover Memo
<input type="checkbox"/> PowerPoint	Cover Memo

RESOLUTION \_\_\_\_\_  
*De la RESOLUCIÓN*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ORDERING A GENERAL ELECTION TO BE HELD ON MAY 06, 2017.

*(UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE ABILENE, TEXAS, PIDIENDO UNA ELECCIÓN GENERAL QUE SE LLEVARA A CABO EL 06 DE MAYO DEL 2017.)*

**WHEREAS**, Taylor County, pursuant to Texas Election Code 43.007 which allows Commissioners Court to participate in the program to eliminate county election precinct polling places and establish countywide polling places for each election held on the uniform election date in May; and,

*(Considerando que, el Condado de Taylor, conforme con el Código de Elección de Texas 43.007 que permite que los Comisionados de la Corte a participar en el programa para eliminar en la elección del condado los casillas electorales por recinto y establecer Casillas electorales a lo largo y ancho del condado por cada elección que tiene lugar en la fecha uniforme de elección en mayo; y,)*

**WHEREAS**, Each countywide polling place must allow a voter to vote in the same elections in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

*(Considerando que, cada casilla electoral a lo largo y ancho del condado debe permitir a un votante votar en las mismas elecciones en la cual el votante tiene derecho a votar en el recinto de elección del condado en el cual reside el votante; y)*

**WHEREAS**, Taylor County has been approved by the Secretary of State to utilize countywide polling places; and

*(Considerando que, el Condado de Taylor ha sido aprobado por el Secretario de Estado para utilizar casillas electorales a lo largo y ancho del condado; y)*

**WHEREAS**, the City will contract with the Taylor County Election Administrator to conduct the City of Abilene General Election; and,

*(Considerando que, la Ciudad hara contrato con el Administrador de Elecciones del Condado de Taylor para llevar a cabo la Elección General de Abilene; y)*

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

*(AHORA POR LO TANTO, SEA RESUELTO POR EL CONSEJO DE LA CIUDAD DE ABILENE, TEXAS:)*

An election is hereby ordered to be held on May 06, 2017 for the purpose of:

*(Una elección se pide por este medio para que se lleve a cabo el 06 de Mayo del 2017 para el propósito de:)*

Electing Mayor and one Councilmember from Place 3 and one Councilmember from Place 4, for the City of Abilene

*(Elejir al Alcalde, un Miembro del Consejo para el Lugar 3 y un Miembro del Consejo para el Lugar 4, de la Ciudad de Abilene. )*

**LOCATIONS OF POLLING PLACES**  
*(DIRECCION(ES) DE LAS CASILLAS ELECTORALES)*

**Taylor County Vote Centers**

Abilene City Hall	555 Walnut St	Abilene, TX
Buffalo Gap City Hall	709 Litel Street	Buffalo Gap, TX
Church of Christ – So. 11th & Willis	3333 South 11th Street	Abilene, TX
Elm Valley Community Church	142 CR 675	Tuscola, TX
FBC-Family Life Center @ Merkel	301 Locust Street	Merkel, TX
First Baptist Church – Tuscola	632 Kent Street	Tuscola, TX
First Financial Bank @ Trent	117 North Main	Trent, TX
Hillcrest Church of Christ	650 E. Ambler Ave	Abilene, TX
Elmcrest Baptist Church	517 N. Pioneer Dr.	Abilene, TX
Lawn Baptist Church	518 Avenue D	Lawn, TX
Lytle South Baptist Church	1125 E. Industrial Blvd.	Abilene, TX
New Beginnings United Pentecostal Church	5535 Buffalo Gap Road	Abilene, TX
River of Life Church	539 Hwy 83/84	Abilene, TX
Sears Park Recreation Center	2250 Ambler Avenue	Abilene, TX
Southern Hills Church of Christ	3666 Buffalo Gap Road	Abilene, TX
Taylor County Plaza	400 Oak Street	Abilene, TX

Thomas Elementary School  
Trinity Baptist Church  
Tye Community Center  
View Baptist Church  
Westminster Presbyterian Church  
Zion Lutheran Church

1240 Lakeside Drive  
3100 State Street  
103 Scott Street  
250 Boynton Road  
4515 South 14th Street  
2801 Antilley Road

Abilene, TX  
Abilene, TX  
Tye, TX  
Abilene, TX  
Abilene, TX  
Abilene, TX

**Early voting by personal appearance:**

**La Votacion Temprana en Persona**

**Taylor County Plaza**

400 Oak Street, Suite 101

**Extended Hours**

April 24<sup>th</sup> – April 28<sup>th</sup> from 8:00 a.m. – 5:00 p.m.

May 1<sup>st</sup> & May 2<sup>nd</sup> from 7:00 a.m. – 7:00 p.m.

**Early Branch Locations:**

**Sucursales Para La Votacion Temprana**

**Abilene City Hall**

555 Walnut St. .

April 24<sup>th</sup> – May 2<sup>nd</sup> from 8:00 a.m. – 5:00 p.m.

**Mall of Abilene**

4310 Buffalo Gap Road

April 24<sup>th</sup> – May 2<sup>nd</sup> from 10:00 a.m. – 6:00 p.m.

**United Super Market**

920 N. Willis St.

April 24<sup>th</sup> – May 2<sup>nd</sup> from 10:00 a.m. – 6:00 p.m.

Applications for mail ballots must be received by 5:00 pm, April 25<sup>th</sup>, 2017, addressed to Freda Ragan, Taylor County Election Administrator, P. O. Box 3318, Abilene, Texas 79604. Email: [raganfr@taylorcountytexas.org](mailto:raganfr@taylorcountytexas.org)

*(Solicitudes de balotas por correo deberan ser recibidas a mas tardar el 25 de Abril, 2017, dirigidas a Freda Ragan, Taylor County Election Administrator, P.O. Box 3318, Abilene, TX 79604. Email: [raganfr@taylorcountytexas.org](mailto:raganfr@taylorcountytexas.org))*

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

*(Que esta resolución tomará efecto inmediatamente y después de su paso, según lo indicado abajo.)*

ADOPTED by the City Council of the City of Abilene on the 9<sup>th</sup> day of February, 2017.

*(ADOPTADO por el Consejo de la Ciudad de Abilene, este día 9 de Febrero del 2017.)*

**ATTEST:**

**DA FE:**

\_\_\_\_\_  
**CITY SECRETARY**

*(Secretaria de la Ciudad)*

\_\_\_\_\_  
**MAYOR**

*(Alcade)*

**APPROVED:**

\_\_\_\_\_  
**CITY ATTORNEY**

*(Abogado de la Ciudad)*

**THE STATE OF TEXAS  
COUNTY OF TAYLOR**

**JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES**

**THIS JOINT AGREEMENT AND CONTRACT FOR ELECTIONS SERVICES** is made by and between Taylor County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County", acting by and through Freda Ragan, Taylor County Elections Administrator, hereinafter referred to as "Elections Administrator, and the City of Abilene, hereinafter referred to as "Political Subdivision."

This joint election agreement and contract for election services ("Agreement") is made pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 6, 2017 election to be administered by Freda Ragan, Taylor County Elections Administrator, hereinafter referred to as "Elections Administrator."

*RECITALS*

**WHEREAS**, The City of Abilene is holding a General Election on May 6, 2017 for the purpose of electing Municipal Officers.

**WHEREAS**, The County owns an electronic voting system, the Hart Intercivic eSlate Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities, set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

**NOW THEREFORE**, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

**I. ADMINISTRATION**

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Taylor County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay the Taylor County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Taylor County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Taylor County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Taylor County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which



the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

## **II. LEGAL DOCUMENTS**

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English.

## **III. VOTING LOCATIONS**

Taylor County has adopted a countywide polling place program. Voters from Political Subdivisions participating in this Joint Election may cast a ballot at any polling location open for this election. The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. The proposed voting locations are listed in **Attachment "A"** of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in **Attachment "A"**.

If polling places for the May 6, 2017 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, the Elections Administrator agrees to post a notice no later than Monday, April 24, 2017 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the polling place names and address in effect for the May 6, 2017 election.

## **IV. ELECTION JUDGES, CLERKS, AND OTHER PERSONNEL**

Taylor County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall recruit polling place officials who are bilingual (fluent in both English and Spanish). The Elections Administrator shall make emergency appointments of election officials if necessary.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the person of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Taylor County pursuant to Texas Election Code Section 32.091. Judges and Clerks will be compensated for actual time working at a polling place and time spent attending any training classes required to successfully conduct the election. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Taylor County.

## **V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT**

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing and office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot. The Elections Administrator shall conduct the ballot drawing for Political Subdivision (after all candidate filing deadlines have passed) at a date and time set and agreed upon by both the Elections Administrator and Political Subdivision. Candidate names will be listed on the official ballot in the order determined by the ballot drawing. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

## **VI. EARLY VOTING**

The participating authorities agree to conduct joint early voting and to appoint the Elections Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Taylor County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment "B"** of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

Upon requests, the Elections Administrator shall provide Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

## **VII. EARLY VOTING BALLOT BOARD**

An Early Voting Ballot Board/Signature Verification Committee shall be created to process early voting results from the Joint Election. The Elections Administrator shall appoint the Presiding Judge of the Early Voting Ballot Board. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB.

## **VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS**

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.



The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager	Freda Ragan, Elections Administrator
Tabulation Supervisor	Cindy Frazier, Assistant Elections Administrator
Presiding Judge	Shirley Glandon

The Counting Station Manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested).

The Elections Administrator will prepare the unofficial canvass reports after all ballots have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State

**IX. RUNOFF ELECTION**

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

**X. ELECTION EXPENSES AND ALLOCATION OF COSTS**

Any election held by Political Subdivision will be at the expense of the Political Subdivision. In the event of joint elections, it is agreed between all participating authorities to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number political subdivisions.

Any expenses incurred in the rental of polling place facilities shall be pro-rated among the participants to the Joint election agreement and contract for election services.

It is agreed that the normal rental rate charged for the County’s voting equipment used on Election Day shall be pro-rated among the participants to this joint election agreement and contract for election service.

Political Subdivision shall reimburse Taylor County for the wages of Early Voting Election Clerks that are to work at early voting locations (Taylor County Plaza, Mall of Abilene, and United Supermarket-North 10<sup>th</sup> & Willis). Political Subdivision will be responsible for the appointment and payment of wages for Early Voting Clerks working at Abilene City Hall.

Political Subdivision shall reimburse Taylor County for overtime wages at time and half to the permanent employees of the Elections Administrator for contractual duties performed outside the normal business hours of Taylor County in accordance with Section 31.100(e) of the Texas Election Code.

Political Subdivision agrees to pay Taylor County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

Estimated cost of services is stated in **Attachment “C”**.



## **XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION**

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 – 2.053 of the Texas Election Code. The Elections Administrator shall be entitled to receive an administrative fee of \$75.00. The Elections Administrator shall submit an invoice for such fee within 15 days of the cancellation notice.

## **XII. RECORDS OF THE ELECTION**

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the office of the Elections Administrator. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of Political Subdivision to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with Political Subdivision.

## **XIII. RECOUNTS**

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

## **XIV. MISCELLANEOUS PROVISIONS**

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that is such even there may be an adjustment of the share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Taylor County Treasurer and the Taylor County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed challenging Political Subdivision's election, each party hereto shall defend its own actions, officials and employees. If it is determined that the actions of Political Subdivision resulted in legal action against Taylor County or the Taylor County Elections Administrator or any additional election personnel, then Political Subdivision shall provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the County, The Election Administrator or another participating authority in the election has precipitated such legal action.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

5. Taylor County and Political Subdivision agree that under the Constitution and laws of the State of Texas, neither Taylor County nor the Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Taylor County, Texas.
7. In the event of one of more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

#### **XV. FINAL OBLIGATION AND PAYMENT**

Political Subdivision agrees it is obligated to pay to Taylor County all of the Political Subdivision's joint election charges, fees, expenses, and costs as set forth under the terms of this Contract, with the exact amount of the Political Subdivision's financial obligation under the terms of this Contract to be timely calculated after the joint election.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK**



**XVI. JOINT CONTRACT ACCEPTANCE AND APPROVAL**

**IN TESTIMONY HEREOF,** this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the \_\_\_\_ day of \_\_\_\_\_, 2017 been executed by the Taylor County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the \_\_\_\_ day of \_\_\_\_\_, 2017 been executed on behalf of the City of Abilene pursuant to an action of the City of Abilene so authorizing;

**ACCEPTED AND AGREED TO BY TAYLOR COUNTY ELECTIONS ADMINISTRATOR:**

APPROVED:

\_\_\_\_\_  
Freda Ragan  
Elections Administrator

**ACCEPTED AND AGREED TO BY THE CITY OF ABILENE:**

APPROVED:

ATTESTED:

\_\_\_\_\_  
Norm Archibald, Mayor

\_\_\_\_\_  
Danette Dunlap, City Secretary

APPROVED:

\_\_\_\_\_  
City Attorney

**PROPOSED****COUNTY WIDE VOTE CENTER LOCATIONS**

Taylor County voters can vote at **ANY** of the following locations on Election Day

**Taylor County  
Joint City and School Elections – May 6, 2017**

**Vote Center****Physical Address**

<b>Abilene City Hall</b>	555 Walnut Street, Abilene, TX 79601
<b>Buffalo Gap City Hall</b>	709 Litel Street, Buffalo Gap, TX 79508
<b>Church of Christ – So. 11<sup>th</sup> &amp; Willis</b>	3333 South 11 <sup>th</sup> Street, Abilene, TX 79605
<b>Elm Valley Community Church</b>	142 CR 675, Tuscola, TX 79562
<b>FBC-Family Life Center @ Merkel</b>	301 Locust Street, Merkel, TX 79536
<b>First Baptist Church @ Tuscola</b>	632 Kent Street, Tuscola, TX 79562
<b>First Financial Bank @ Trent</b>	117 North Main, Trent, TX 79561
<b>Hillcrest Church of Christ</b>	650 E. Ambler Avenue, Abilene, TX 79601
<b>Elmcrest Baptist Church</b>	517 North Pioneer Drive, Abilene, TX 79603
<b>Lawn Baptist Church</b>	518 Avenue D, Lawn, TX 79530
<b>Lytle South Baptist Church</b>	1125 E. Industrial Blvd., Abilene, TX 79602
<b>New Beginnings United Pentecostal Church</b>	5535 Buffalo Gap Road, Abilene, TX 79606
<b>River of Life Church</b>	539 Hwy 83/84, Abilene, TX 79606
<b>Sears Park Recreation Center</b>	2250 Ambler Avenue, Abilene, TX 79603
<b>Southern Hills Church of Christ</b>	3666 Buffalo Gap Road, Abilene, TX 79605
<b>Taylor County Plaza</b>	400 Oak Street, Abilene, TX 79602
<b>Thomas Elementary School</b>	1240 Lakeside Drive, Abilene, TX 79602
<b>Trinity Baptist Church</b>	3100 State Street, Abilene, TX 79603
<b>Tye Community Center</b>	103 Scott Street, Tye, TX 79563
<b>View Baptist Church</b>	250 Boynton Rd., Abilene, TX 79606
<b>Westminster Presbyterian Church</b>	4515 South 14 <sup>th</sup> Street, Abilene, TX 79605
<b>Zion Lutheran Church</b>	2801 Antilley Road, Abilene, TX 79606



# **PROPOSED**

## **EARLY VOTING SCHEDULE**

**April 24, 2017 – May 2, 2017**

**Joint City and School Elections  
May 6, 2017**

<b>MAIN LOCATION</b>		
<b>Taylor County Plaza</b> 400 Oak Street, Suite 101	<b>April 24<sup>th</sup> – April 28<sup>th</sup></b> Monday – Friday	8:00 a.m. – 5:00 p.m.
<b>Extended Hours</b>	<b>May 1<sup>st</sup> &amp; May 2<sup>nd</sup></b> Monday & Tuesday	7:00 a.m. – 7:00 p.m.

<b>BRANCH LOCATIONS</b>		
<b>Mall of Abilene</b> 4310 Buffalo Gap Road Abilene, TX 79605	<b>April 24<sup>th</sup> – April 28<sup>th</sup></b> Monday – Friday <b>May 1<sup>st</sup> &amp; May 2<sup>nd</sup></b> Monday & Tuesday	10:00 a.m. – 6:00 p.m.  10:00 a.m. – 6:00 p.m.
<b>United – North 10<sup>th</sup> &amp; Willis</b> 920 North Willis Street Abilene, TX 79603	<b>April 24<sup>th</sup> – April 28<sup>th</sup></b> Monday – Friday <b>May 1<sup>st</sup> &amp; May 2<sup>nd</sup></b> Monday & Tuesday	10:00 a.m. – 6:00 p.m.  10:00 a.m. – 6:00 p.m.
<b>Abilene City Hall</b> 555 Walnut Street Abilene, TX 79601	<b>April 24<sup>th</sup> – April 28<sup>th</sup></b> Monday – Friday <b>May 1<sup>st</sup> &amp; May 2<sup>nd</sup></b> Monday & Tuesday	8:00 a.m. – 5:00 p.m.  8:00 a.m. – 5:00 p.m.
<b>Tye City Hall</b> 205 North Street Tye, TX 79563	<b>April 24<sup>th</sup> – April 28<sup>th</sup></b> Monday – Friday <b>Extended Hours</b> <b>May 1<sup>st</sup> &amp; May 2<sup>nd</sup></b> Monday & Tuesday	8:00 a.m. – 5:00 p.m.  7:00 a.m. – 7:00 p.m.
<b>Merkel City Hall</b> 100 Kent Street Merkel, TX 79536	<b>April 24<sup>th</sup> – April 28<sup>th</sup></b> Monday – Friday <b>Extended Hours</b> <b>May 1<sup>st</sup> &amp; May 2<sup>nd</sup></b> Monday & Tuesday	7:30 a.m. – 4:30 p.m.  7:00 a.m. – 7:00 p.m.

BRANCH LOCATIONS - Continued		
<b>Merkel ISD Administration Bldg.</b>	<b>April 24<sup>th</sup> – April 28<sup>th</sup></b>	8:00 a.m. – 4:00 p.m.
300 Ash Street	Monday – Friday	
Merkel, TX 79536	<b>May 1<sup>st</sup> &amp; May 2<sup>nd</sup></b>	8:00 a.m. – 4:00 p.m.
	Monday & Tuesday	
<b>Trent City Hall</b>	<b>April 24<sup>th</sup> – April 28<sup>th</sup></b>	8:00 a.m. – 1:00 p.m.
101 N. Main Street	Monday – Friday	
Trent, TX 79561		
<b>Extended Hours</b>	<b>May 1<sup>st</sup> &amp; May 2<sup>nd</sup></b>	7:00 a.m. – 7:00 p.m.
	Monday & Tuesday	
<b>Trent ISD Administration Bldg.</b>	<b>April 24<sup>th</sup> – April 28<sup>th</sup></b>	8:00 a.m. – 3:00 p.m.
12821 E I-20	Monday – Friday	
Trent, TX 79561	<b>May 1<sup>st</sup> &amp; May 2<sup>nd</sup></b>	8:00 a.m. – 3:00 p.m.
	Monday & Tuesday	
<b>Jim Ned CISD Administration Bldg.</b>	<b>April 24<sup>th</sup> – April 27<sup>th</sup></b>	7:30 a.m. – 4:30 p.m.
830 Garza Street	Monday – Thursday	
Tuscola, TX 79562	<b>April 28<sup>th</sup></b>	7:30 a.m. – 4:00 p.m.
	Friday	
	<b>May 1<sup>st</sup> &amp; May 2<sup>nd</sup></b>	7:30 a.m. – 4:30 p.m.
	Monday & Tuesday	
<b>Tuscola City Hall</b>	<b>April 24<sup>th</sup> – April 27<sup>th</sup></b>	8:30a.m. – 12:00 p.m.
418 Graham Street	Monday – Thursday	1:00 p.m. – 5:00 p.m.
Tuscola, TX 79562		
	<b>April 28<sup>th</sup> - Friday</b>	8:30 a.m. – 1:00 p.m.
<b>Extended Hours</b>	<b>May 1<sup>st</sup> &amp; May 2<sup>nd</sup></b>	7:00 a.m. – 7:00 p.m.
	Monday & Tuesday	
<b>Buffalo Gap City Hall</b>	<b>April 24<sup>th</sup> – April 28<sup>th</sup></b>	8:00 a.m. – 5:00 p.m.
101 N. Main Street	Monday – Friday	
Trent, TX 79561		
<b>Extended Hours</b>	<b>May 1<sup>st</sup> &amp; May 2<sup>nd</sup></b>	7:00 a.m. – 7:00 p.m.
	Monday & Tuesday	
<b>Lawn City Hall</b>	<b>April 24<sup>th</sup> – April 28<sup>th</sup></b>	9:00 a.m. – 4:00 p.m.
150 Main Street	Monday – Friday	
Lawn, TX 79530		
<b>Extended Hours</b>	<b>May 1<sup>st</sup> &amp; May 2<sup>nd</sup></b>	7:00 a.m. – 7:00 p.m.
	Monday & Tuesday	

*April 6, 2017 – Last day to register to vote for the May 6, 2017 Elections*

*April 25, 2017 – Last day to receive an application for a ballot by mail.*



ESTIMATED COST FOR JOINT ELECTION  
City of Abilene General Election  
May 6, 2017

**RENTAL OF EQUIPMENT**

Early Voting	JBC	4	100.00 ea.	\$	400.00	
	DAU	5	100.00 ea.	\$	500.00	
	eSlate	17	100.00 ea.	\$	1,700.00	
			subtotal	\$	2,600.00	
Less Wylie portion				\$	(650.00)	\$ 1,950.00

Election Day Countywide Vote Centers	JBC	20	100.00 ea.	\$	2,000.00	
	DAU	18	100.00 ea.	\$	1,800.00	
	eSlate	80	100.00 ea.	\$	8,000.00	
			subtotal	\$	11,800.00	
Less Wylie portion				\$	(3,000.00)	\$ 8,800.00

<b><u>SETUP AND CONDUCT EARLY VOTING</u></b>	4 early sites	\$	4,000.00	
Less Wylie portion		\$	(1,000.00)	\$ 3,000.00

<b><u>PROGRAMMING AND OPERATING EQUIPMENT</u></b>	\$	1,000.00	\$	1,000.00
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<b><u>LEGAL NOTICES</u></b>				
Notice of Public Test	\$	280.00		
Less Wylie portion	\$	(75.00)	\$	205.00

<u>SUPPLIES</u>						
Packets for Election Judges	EV	4	40.00 ea.	\$	160.00	
	ED	14	40.00 ea.	\$	560.00	
Early Voting by Mail Ballot Packets		500	1.50 ea.	\$	750.00	
Early Voting by Personal Appearance		5,000	.02 ea.	\$	100.00	
				\$	1,570.00	
<i>Less Wylie portion</i>				\$	(390.00)	\$ 1,180.00

**MISCELLANEOUS SERVICES**

Delivery of Election Equipment			\$	300.00	
Postage	150	.49 ea.	\$	73.50	
Postage for Mail ballots	500	.90 ea.	\$	450.00	
			\$	823.50	
Less Wylie portion			\$	(200.00)	\$ 623.50

Sub Total \$ 16,758.50

10% Administrative Fee \$ 1,675.85

ESTIMATED COST \$ 18,434.35

**Additional Cost:**  
Entity is responsible for reimbursement to  
Taylor County for Election Judges and Clerks



## Resolution Ordering the General Election

- Election Day May 6 2017
- City Contracts with Taylor County for the administration of Elections
- The City will utilize the Countywide Polling Locations
- Estimate of cost \$
- Early voting begins April 24<sup>th</sup> and ends May 2<sup>nd</sup>



**ESTIMATED COST FOR JOINT ELECTION  
City of Abilene General Election  
May 6, 2017**

**RENTAL OF EQUIPMENT**

Early Voting	JBC	4	100.00 ea.	\$	400.00	
	DAU	5	100.00 ea.	\$	500.00	
	eSlate	17	100.00 ea.	\$	1,700.00	
			subtotal	\$	2,600.00	
<i>Less Wylie portion</i>				\$	(650.00)	\$ 1,950.00

Election Day	JBC	20	100.00 ea.	\$	2,000.00	
Countywide Vote Centers	DAU	18	100.00 ea.	\$	1,800.00	
	eSlate	80	100.00 ea.	\$	8,000.00	
			subtotal	\$	11,800.00	
<i>Less Wylie portion</i>				\$	(3,000.00)	\$ 8,800.00

**SETUP AND CONDUCT EARLY VOTING**

			4 early sites	\$	4,000.00	
<i>Less Wylie portion</i>				\$	(1,000.00)	\$ 3,000.00

**PROGRAMMING AND OPERATING EQUIPMENT**

	\$	1,000.00	\$	1,000.00
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**LEGAL NOTICES**

Notice of Public Test		\$	280.00	
<i>Less Wylie portion</i>		\$	(75.00)	\$ 205.00

**SUPPLIES**

Packets for Election Judges	EV	4	40.00 ea.	\$	160.00	
	ED	14	40.00 ea.	\$	560.00	
Early Voting by Mail Ballot Packets		500	1.50 ea.	\$	750.00	
Early Voting by Personal Appearance		5,000	.02 ea.	\$	100.00	
				\$	1,570.00	
<i>Less Wylie portion</i>				\$	(390.00)	\$ 1,180.00





**MISCELLANEOUS SERVICES**

Delivery of Election Equipment  
 Postage  
 Postage for Mail ballots

		\$	300.00	
150	.49 ea.	\$	73.50	
500	.90 ea.	\$	450.00	
		\$	823.50	
		\$	(200.00)	\$ 623.50

*Less Wylie portion*

**Sub Total** \$ **16,758.50**

10% Administrative Fee \$ 1,675.85

**ESTIMATED COST** \$ **18,434.35**

**Additional Cost:**

Entity is responsible for reimbursement to  
 Taylor County for Election Judges and Clerks





**City Council  
Agenda Memo**

**City Council Meeting Date: 2/9/2017**

**TO: Robert Hanna, City Manager**

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

**SUBJECT: Ordinance: (First Reading) To amend Chapter 18 Parking prohibited–At all times; and setting a public hearing for February 23, 2017. (*Michael Rice*)**

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**GENERAL INFORMATION**

The Abilene Independent School District has made many changes to their campuses over the years, resulting in an AISD proposed change to the prohibition of on street parking on Ave. F. AISD is requesting, and Traffic Engineering supports, the removal of the No Parking Zone on the east side of Ave. F close to EN 14th.

AISD is trying to limit exposure to the interior of its campuses to third parties after the end of the school day. Taylor Elementary is considering the addition of a gate on Avenue F behind the school (west side) which would be used for after hour access by third parties to the campus gym.

**SPECIAL CONSIDERATIONS**

This comes as a request from the AISD to allow parking in a currently zoned No Parking Zone. Notices were sent to property owners within a 200' radius of the affected area, and no reply's have been received to date in support or opposition to the proposed removal of the No Parking Zone.

**FUNDING/FISCAL IMPACT**

The funding impact will be minimal. Sign Maintenance operating funds will be used to remove the signs, and paint the curb. The removed signs will placed into the Traffic Inventory for use at alternate locations.

**STAFF RECOMMENDATION**

Traffic Services recommends approval of this item.

**BOARD OR COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS:**

Description	Type
□ Ordinance	Cover Memo

- ▣ Request from School
- ▣ Power Point Presentation

Exhibit  
Presentation

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-293, “SCHEDULES,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY**

**WHEREAS**, the Abilene Independent School District has requested the City of Abilene remove the parking restriction in an area located on Avenue F that is west of the Taylor Elementary School gymnasium so that parking may be convenient for an added pedestrian gate allowing access to the gymnasium.

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

**PART 1:** That Chapter 18, “Motor Vehicles and Traffic”, 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 chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable 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. Said Ordinance,

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

**PASSED ON FIRST READING this 9<sup>th</sup> day of February, 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 12th day of February, 2017, 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 23th day of February, 2017, to permit the public to be heard.

**PASSED ON SECOND AND FINAL READING this 23<sup>rd</sup> day of February, A.D., 2017.**

ATTEST:

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City Secretary

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Mayor

APPROVED:

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City Attorney

## Exhibit A

### Chapter 18 Motor Vehicles and Traffic, Article XIII Schedules,

#### Section 18-293 Parking Prohibited—At all times.

Avenue F	West	From EN 13th St. north a distance of 100 feet
	West	From EN 14th St. south a distance of 50 feet
	East	<del>From 100 feet south of EN 14th St. north a distance of 150 feet</del>
	West	From EN 16th St. south a distance of 100 feet



January 9, 2017

James Rogge  
555 Walnut  
Abilene, TX 79601

Mr. Rogge:

Per our previous discussions we, the Abilene Independent School District (AISD), would like the City of Abilene to remove the "No Parking" restriction in an area located on Ave F, behind and just west of Taylor Elementary's gymnasium. The curb is question if currently painted yellow with black lettering.

This request is being made in conjunction with a pedestrian gate that has been added to the perimeter fence on the northwest side of Taylor Elementary. The gate was added to allow direct pedestrian access to the gymnasium from Avenue F.

Currently individuals using the gym at Taylor Elementary after hours, such as individuals associated with the Abilene Youth Basketball Association, access the gym by entering through other parts of the campus. This means we have individuals on our campus that are not being monitored or escorted on their way to the gym. We as a district, are trying hard to maintain the integrity of our campuses at all times to further our efforts in establishing a safe and secure learning environment.

Controlling access to the gym by restricting after hour access to this new gate, which leads directly to the gym, should eliminate the amount of foot traffic to other parts of our on campus. I have attached a self-descriptive photograph of the aforementioned gate and street curb in question to illustrate the reason for this request.

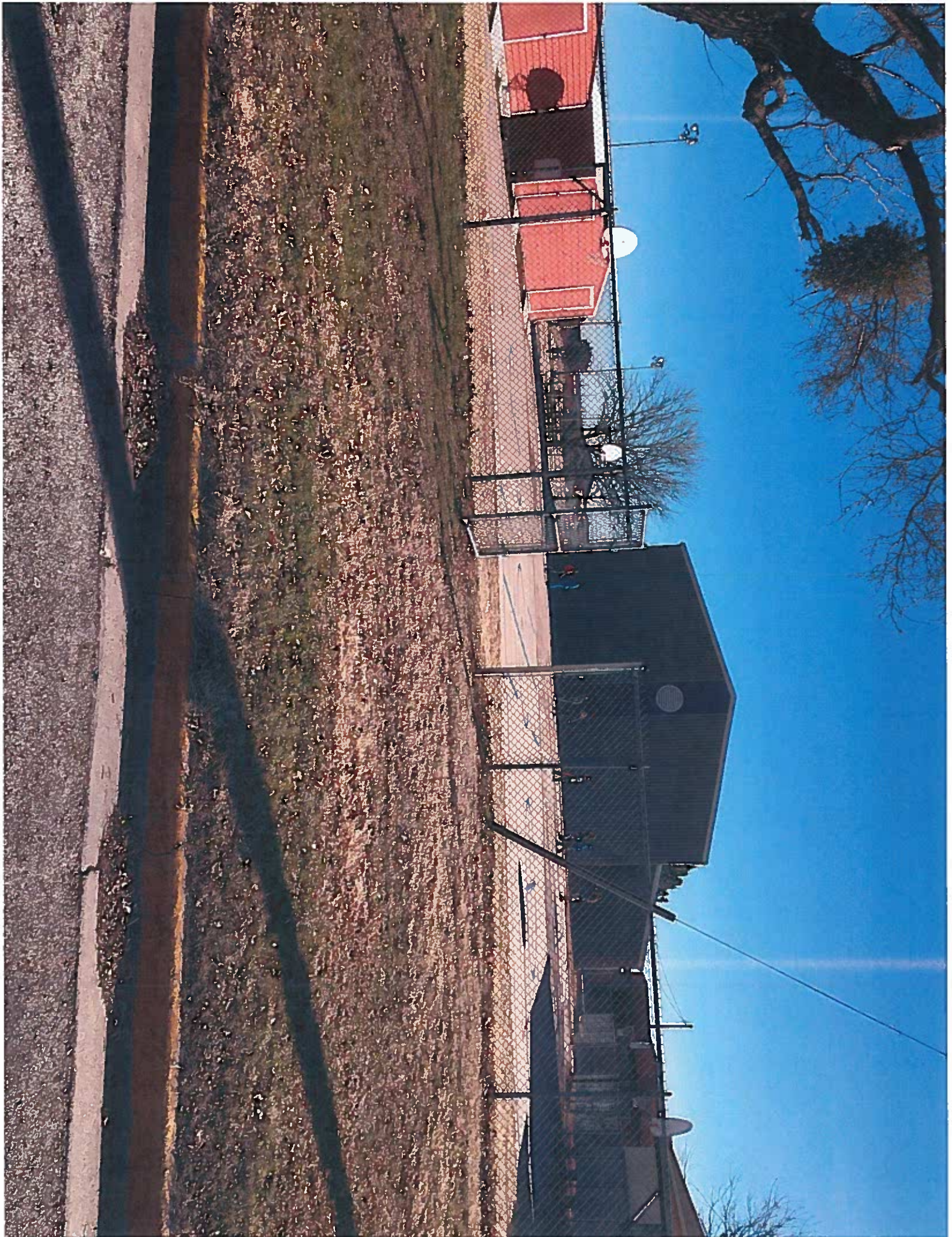
Should you have any questions or concerns, or need further clarification as to our request, please feel free to contact me.

Sincerely,



Dan Cottner AISD-Safety & Security





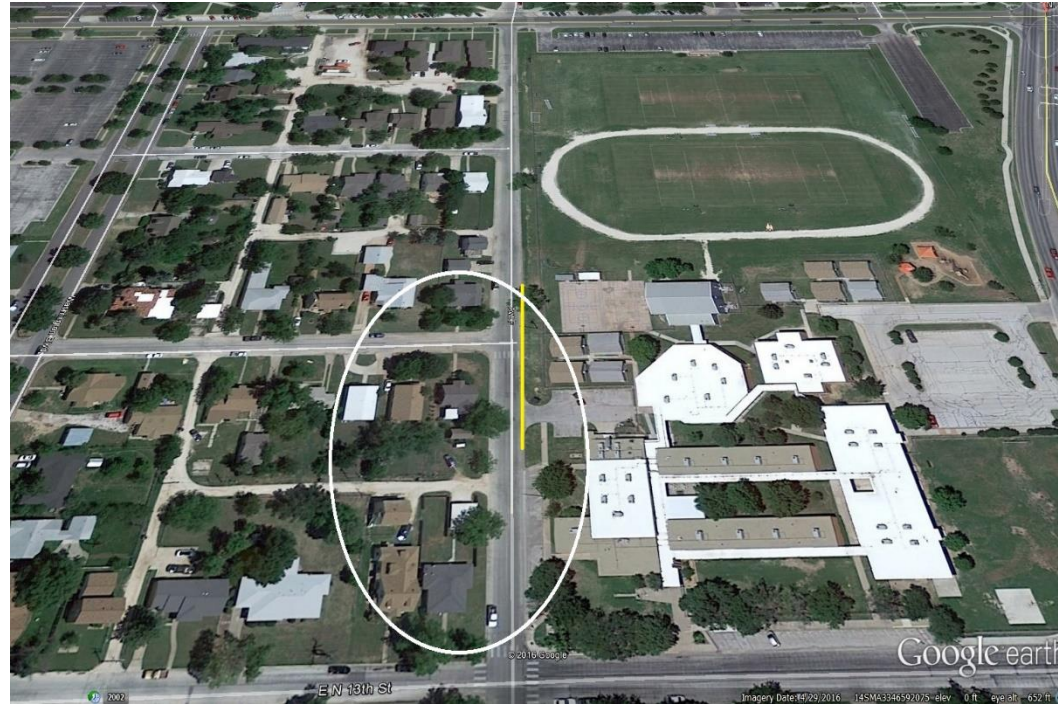


# Ordinance

To remove the parking restriction on Ave F. from 100 feet south of EN 14th St. north a distance of 150 feet.



# Parking Prohibition Location & Notification Area





**City Council  
Agenda Memo**

**City Council Meeting Date: 2/9/2017**

**TO: Mr. Robert Hanna, City Manager**

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

**SUBJECT: Ordinance & Public Hearing: (Final Reading) Case #Z-2017-01 A request from Nora Carpenter, to rezone property from AO/COR (Agricultural Open Space/Corridor Overlay) to GR/COR (General Retail/Corridor Overlay), being 1.005 acres, located at 7542 Buffalo Gap Rd. (Dana Schoening)**

---

**GENERAL INFORMATION**

**SITE CHARACTERISTICS:**

The subject parcel is 1.005 acres in size and is undeveloped. The parcel is adjacent to the intersection of Buffalo Gap Road and Marlboro Drive and has a delineated driveway cut 75 feet north of the intersection. The surrounding properties to the north, west, and south are zoned AO/COR and developed with single family homes (one parcel is undeveloped). The zoning and use of properties across Buffalo Gap Road (120-foot width right-of-way) are:

- To the southeast, O/COR (Office / Corridor Overlay) with a dental office building and undeveloped land;
- To the east, MF/COR (Residential Multiple-Family / Corridor Overlay) with a residential triplex;
- To the northeast, AO/COR (Agricultural Open Space / Corridor Overlay) and PD-37 (Planned Development/Corridor Overlay) with undeveloped land. The City Council at their January 12th meeting considered and approved rezoning of these properties to GR/COR (General Retail / Corridor Overlay) and NR/COR (Neighborhood Retail/Corridor Overlay) districts.

**ZONING HISTORY:**

The property was annexed in 1980 when the city limit boundary moved southwards from Antilley Road to Beltway South (FM 707). The property was zoned AO at that time. Along with other properties along Buffalo Gap Road, the Corridor (COR) Overlay zoning district was placed on the property in 1995.

**ANALYSIS:**

**Current Planning Analysis**

The Agricultural Open Space (AO) district is typically used as a "holding zone" for land annexed to the City of Abilene, until an applicant requests and the City considers a more intensive zoning district of the land. The applicant is requesting rezoning to the General Retail (GR) zoning district to allow as-yet-undetermined commercial uses. The rezoning request is only to the base zoning district, and the Corridor Overlay zoning will remain on the property. In addition to the development standards of the GR district, the Corridor development standards will also apply to future development on the site. Generally, the Corridor standards impose additional requirements for landscaping, screening and signage along Buffalo Gap Road and adjacent to residential properties.

Although the property has a maximum allowed development potential of approximately 43,700 s.f. of commercial floor space or 24 multi-family dwellings, the actual amount of development that can be built on the property will be substantially less because of development requirements (e.g., parking and landscaping) of the GR/COR zoning. These requirements will also address design and aesthetic concerns along Buffalo Gap Road and land use compatibility with adjacent residential properties. Unless the surrounding properties are rezoned to a non-residential district, any development on the subject parcel will have to be designed to ensure:

- All buildings are located at least 30 feet from all property lines;
- A 20-foot landscaped buffer area is located along the north, west, and south property lines between the commercial development and surrounding residential properties;
- A six- to seven-foot solid wall or fence is installed at the buffer area between the commercial development and surrounding residential properties.

For these reasons, staff believes that future development on the subject parcel will be compatible with and not substantially affect the surrounding properties and that the requested GR zoning is appropriate.

### Comprehensive Planning Analysis

The Future Land Use section of the Comprehensive Plan designates this parcel as Low Density Residential and most of the surrounding area as Low Density Residential and Single Family Residential. However, the Buffalo Gap Corridor Study adopted by the Council in 1994 recognized that there would be commercial uses along Buffalo Gap Road emanating from commercial nodes at Buffalo Gap Road / Beltway South and Buffalo Gap Road / Antilley Road. These three streets are considered major arterials in Abilene's network of thoroughfares, around which intensive commercial zoning is appropriate, allowing both the exposure and multidirectional street capacity necessary for intensive commercial use.

It is staff's opinion the requested General Retail (GR) zoning is consistent with the Comprehensive Plan for the following reasons:

- Properties with General Commercial (GC) zoning are found on both sides of Buffalo Gap Road only 400 feet south of the subject parcel.
- At January 12th City Council meeting the Council considered and approved the commercial rezoning of properties on the east side of Buffalo Gap Road northeast of the subject parcel. The Council approved General Retail (GR) zoning on approximately 3.2 acres that did not abut subdivided small-size residential properties in the Mesquite Forest Estates subdivision and Neighborhood Retail (NR) zoning on a 2.36 acre parcel that abuts a triplex, duplexes, and single family homes in the Mesquite Forest Estates subdivision.
- For the Buffalo Gap Road / Antilley Road commercial node, the City Council has approved General Commercial (GC) zoning along Buffalo Gap Road from Antilley Road to one-half mile south of the intersection.
- The subject parcel is less than one-half mile from the Buffalo Gap Road / Beltway South intersection and commercial node.
- The subject parcel may be viewed as the northern limit to the significant node of intensive commercial activity clustered around the intersection of Buffalo Gap Road and Beltway South.

### SPECIAL CONSIDERATIONS

As provided for in City of Abilene Land Development Code, Article 4, Division 1, Section 1.4.1.3(I)(1), when a written protest against the amendment is signed by the owners of twenty percent (20%) or more of either the area of the lots or land covered by the proposed change, or the area of the lots or land immediately adjoining the area covered by the proposed change and extending two hundred feet (200') from that area, a zoning

amendment shall not become effective except by the favorable vote of three fourths of all members of the City Council.

Regarding this particular rezoning item, three (3) property owners have opposed the rezoning. Together these property owners constitute 29% of the land area within the radius area. The 200' radius area is the legally defined public notification area as provided for in Land Development Code and Texas State Statutes for rezoning applications. Therefore, because opposition is from 20% or more of land area in the public notification area, a super-majority vote of the City Council is required to approve an ordinance for this rezoning item.

### **FUNDING/FISCAL IMPACT**

### **STAFF RECOMMENDATION**

Staff recommends approval of the requested rezoning.

### **BOARD OR COMMISSION RECOMMENDATION**

Mr. Famble moved to approve this request, and Mr. Smith seconded the motion. The vote was approved by four (Smith, Dunnahoo, Famble and McClarty) with none in opposition.

### **ATTACHMENTS:**

Description	Type
❑ Ordinance Cover	Exhibit
❑ Ordinance Exhibit	Exhibit
❑ Citizen Responses	Exhibit
❑ Staff Report With Maps	Exhibit
❑ 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 26th day of January, A.D. 2017.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of January, 2017, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 9th day of February, 2017 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 9th day of February, A.D. 2017.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY



ORDINANCE NO. \_\_\_\_\_

EXHIBIT "A"

Rezone property from AO/COR (Agricultural Open Space/Corridor Overlay) to GR/COR (General Retail/ Corridor Overlay).

Legal Description: The legal description for the property is set out in Exhibit "B", attached hereto.



Location: 7542 Buffalo Gap Road.

-END-

ORDINANCE NO. \_\_\_\_\_

EXHIBIT "B"

Being 1.005 acres land being that same tract of land previously described as a one acre tract in Volume 2764, page 233, Official Public Records, Taylor County, Texas out of the Northeast part of the M. Talbot Survey No. 103, Taylor County, Texas, said 1.005 acre tract being more particularly described as follows:

Beginning at a found 3/8" metal rebar at the Northwest corner of said one acre tract and the Southwest corner of a 0.432 acre tract recorded in Volume 2422, Page 288, Official Public Records, Taylor County, Texas and the North most Northeast corner of a 1.432 acre tract recorded in Volume 2715, Page 870, Official Public Records, Taylor County, Texas, for the Northwest corner of this tract, whence the Northeast corner of a 40.8 acre tract in the name of the City of Abilene, described in Volume H, Page 333, Civil Minutes, Taylor County, Texas bears West 221' and North 193.27' and said found 3/8" recorded to be 208.97' South of the North line of said M. Talbot Survey;

THENCE N89° 17'50"E at 75.07' pass a found 1/2" metal rebar at the Southeast corner of said 0.432 acre tract and the Southwest corner of a 0.818 acre tract recorded in Volume 2127, Page 872, Official Public Records, Taylor County, Texas and continue on a total distance 243.18' to a found 3/8" metal rebar on a curve to the left and on the West line of Buffalo Gap Road (120' right-of-way) at the Southeast corner of said 0.818 acre tract, for the Northeast corner of this tract, whence a found 3/8" metal rebar at the Northeast corner of said 0.818 acre tract bears N22° 17' 57"E 207.28';

THENCE with said right-of-way line and with said curve to the left, having a radius of 11519.32', a chord bearing S21°20'36"W 195.32', an arc distance of 195.32' to a found broken concrete highway monument at the end of said curve (hwy sta; 300+52.34);

THENCE S21°14'00"W with the West line of said right-of-way, 41.64' to a found 1/2" metal rebar at the South most Northeast corner of said 1.432 acre tract, for the Southeast corner of this tract, whence a found 3/8" metal rebar at the Southeast corner of said 1.432 acre tract bears S21° 14' 00"W 32.28';

THENCE S89°15'53"W 156.00' to a point whence the center of a 6" cedar fence post bears S84°39'40"E 0.74'. Said point being the interior corner of said 1.432 acre tract for the Southwest corner of this tract;

THENCE N00°15'42"W 219.76' to the point of beginning and containing 1.005 acres of land.

-END-

## For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2017-01

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: NORA CARPENTER

Address:

Mailing To: Planning and Development Services  
P.O. Box 60, Abilene TX 79604-0060

Fax #: (325) 676-6288

email: [planning@abilenetx.com](mailto:planning@abilenetx.com)

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature:

*Nora Carpenter*

DEC 28 AM 11:13

## For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2017-01

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: LYNN TAMMIE ET ALL

Address: 7610 BUFFALO GAP RD

Mailing To: Planning and Development Services  
P.O. Box 60, Abilene TX 79604-0060

Fax #: (325) 676-6288

email: [planning@abilenetx.com](mailto:planning@abilenetx.com)

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature:

*Lammie Lynn*

DEC 30 AM 11:16

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2017-01

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: SMITH JERRY D & Gwendolyn R.  
Address: 7558 BUFFALO GAP RD

Mailing To: Planning and Development Services  
P.O. Box 60, Abilene TX 79604-0060

Fax #: (325) 676-6288  
email: [planning@abilenetx.com](mailto:planning@abilenetx.com)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: Gwendolyn R. Smith

JAN 4 AM 11:08

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2017-01

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: MARTIN ELDON W  
Address: 7517 PENNEY LN

Mailing To: Planning and Development Services  
P.O. Box 60, Abilene TX 79604-0060

Fax #: (325) 676-6288  
email: [planning@abilenetx.com](mailto:planning@abilenetx.com)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: Eldon W. Martin

JAN 3 AM 11:15

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2017-01

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: TUCKER JERRY L  
Address: 7509 PENNEY LN

Mailing To: Planning and Development Services  
P.O. Box 60, Abilene TX 79604-0060

Fax #: (325) 676-6288  
email: [planning@abilenetx.com](mailto:planning@abilenetx.com)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: Jerry L. Tucker

JAN 3 AM 11:15

# ZONING CASE Z-2017-01

## STAFF REPORT



### APPLICANT INFORMATION:

Nora Carpenter

### HEARING DATES:

P & Z Commission: January 3, 2017

City Council 1<sup>st</sup> Reading: January 26, 2017

City Council 2<sup>nd</sup> Reading: February 9, 2017

### LOCATION:

7542 Buffalo Gap Rd, on the west side of Buffalo Gap Road approx. 0.4 miles north of Beltway South (FM 707).

### REQUESTED ACTION:

Rezone property from AO/COR (Agricultural Open Space / Corridor Overlay) to GR/COR (General Retail / Corridor Overlay) zoning



### SITE CHARACTERISTICS:

The subject parcel is 1.005 acres in size and is undeveloped. The parcel is adjacent to the intersection of Buffalo Gap Road and Marlboro Drive and has a delineated driveway cut 75 feet north of the intersection. The surrounding properties to the north, west, and south are zoned AO/COR and developed with single family homes (one parcel is undeveloped). The zoning and use of properties across Buffalo Gap Road (120-foot width right-of-way) are:

- To the southeast, O/COR (Office / Corridor Overlay) with a dental office building and undeveloped land;
- To the east, MF/COR (Residential Multiple-Family / Corridor Overlay) with a residential triplex;
- To the northeast, AO/COR (Agricultural Open Space / Corridor Overlay) and PD-37 (Planned Development/Corridor Overlay) with undeveloped land. The City Council at their January 12th meeting considered and approved rezoning of these properties to GR/COR (General Retail / Corridor Overlay) and NR/COR (Neighborhood Retail/Corridor Overlay) districts.

### ZONING HISTORY:

The property was annexed in 1980 when the city limit boundary moved southwards from Antilley Road to Beltway South (FM 707). The property was zoned AO at that time. Along with other properties along Buffalo Gap Road, the Corridor (COR) Overlay zoning district was placed on the property in 1995.



## ANALYSIS:

### Current Planning Analysis

The Agricultural Open Space (AO) district is typically used as a "holding zone" for land annexed to the City of Abilene, until an applicant requests and the City considers a more intensive zoning district of the land. The applicant is requesting rezoning to the General Retail (GR) zoning district to allow as-yet-undetermined commercial uses. The rezoning request is only to the base zoning district, and the Corridor Overlay zoning will remain on the property. In addition to the development standards of the GR district, the Corridor development standards will also apply to future development on the site. Generally, the Corridor standards will impose additional requirements for landscaping and screening along Buffalo Gap Road and adjacent to residential properties.

Although the property has a maximum allowed development potential of approximately 43,700 sq. ft. of commercial floor space or 24 multi-family dwellings, the actual amount of development that can be built on the property will be substantially less because of development requirements (e.g., parking and landscaping) of the GR/COR zoning. These requirements will also address design and aesthetic concerns along Buffalo Gap Road and land use compatibility with adjacent residential properties. Unless the surrounding properties are rezoned to a non-residential district, any development on the subject parcel will have to be designed to ensure:

- All buildings are located at least 30 feet from all property lines;
- A 20-foot landscaped buffer area is located along the north, west, and south property lines between the commercial development and surrounding residential properties;
- A six- to seven-foot solid wall or fence is installed at the buffer area between the commercial development and surrounding residential properties.

For these reasons, staff believes that future development on the subject parcel will be compatible with and not substantially affect the surrounding properties and that the requested GR zoning is appropriate.

### Comprehensive Planning Analysis

The Future Land Use section of the Comprehensive Plan designates this parcel as Low Density Residential and most of the surrounding area as Low Density Residential and Single Family Residential. However, the Buffalo Gap Corridor Study adopted by the Council in 1994 recognized that there would be commercial uses along Buffalo Gap Road emanating from commercial nodes at Buffalo Gap Road / Beltway South and Buffalo Gap Road / Antilley Road. These three streets are considered major arterials in Abilene's network of thoroughfares, around which intensive commercial zoning is appropriate, allowing both the exposure and multidirectional street capacity necessary for intensive commercial use.

It is staff's opinion the requested General Retail (GR) zoning is consistent with the Comprehensive Plan for the following reasons:

- Properties with General Commercial (GC) zoning are found on both sides of Buffalo Gap Road only 400 feet south of the subject parcel.
- At the January 12th City Council meeting the Council considered and approved the commercial rezoning of properties on the east side of Buffalo Gap Road northeast of the subject parcel. The Council approved General Retail (GR) zoning on approximately 3.2 acres that did not abut subdivided small-size residential properties in the Mesquite Forest Estates



subdivision and Neighborhood Retail (NR) zoning on a 2.36 acre parcel that abuts a triplex, duplexes, and single family homes in the Mesquite Forest Estates subdivision.

- For the Buffalo Gap Road / Antilley Road commercial node, the City Council has approved General Commercial (GC) zoning along Buffalo Gap Road from Antilley Road to one-half mile south of the intersection.
- The subject parcel is less than one-half mile from the Buffalo Gap Road / Beltway South intersection and commercial node.
- The subject parcel may be viewed as the northern limit to the significant node of intensive commercial activity clustered around the intersection of Buffalo Gap Road and Beltway South.

#### Alternative Action

As an alternative action to approving or denying the requested rezoning, the Council may approve a rezoning to a more restrictive zoning district than the district proposed by the applicant. The Neighborhood Retail (NR) zoning district allows for land uses similar in nature to the General Retail district. However, the NR district is more restrictive to the GR district in the following ways:

- Several uses permitted in the GR district are conditional uses (requiring a use permit) in the NR district. These include fuel sales, hotel/motel, drive-through facilities, fast food restaurants, and automobile wash.
- The hours of operation for businesses in the NR district are limited to 6 a.m. to 11 p.m. daily.
- The maximum building size on a single lot in the NR district is 15,000 s.f.

#### **PLANNING STAFF RECOMMENDATION:**

Staff recommends approval of the requested rezoning.

#### **PLANNING AND ZONING COMMISSION RECOMMENDATION:**

On January 3, 2017, the Planning and Zoning Commission considered and recommended this request by a vote of five (4) in favor (Dunnahoo, Famble, Smith and McClarty), and none (0) opposed.

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

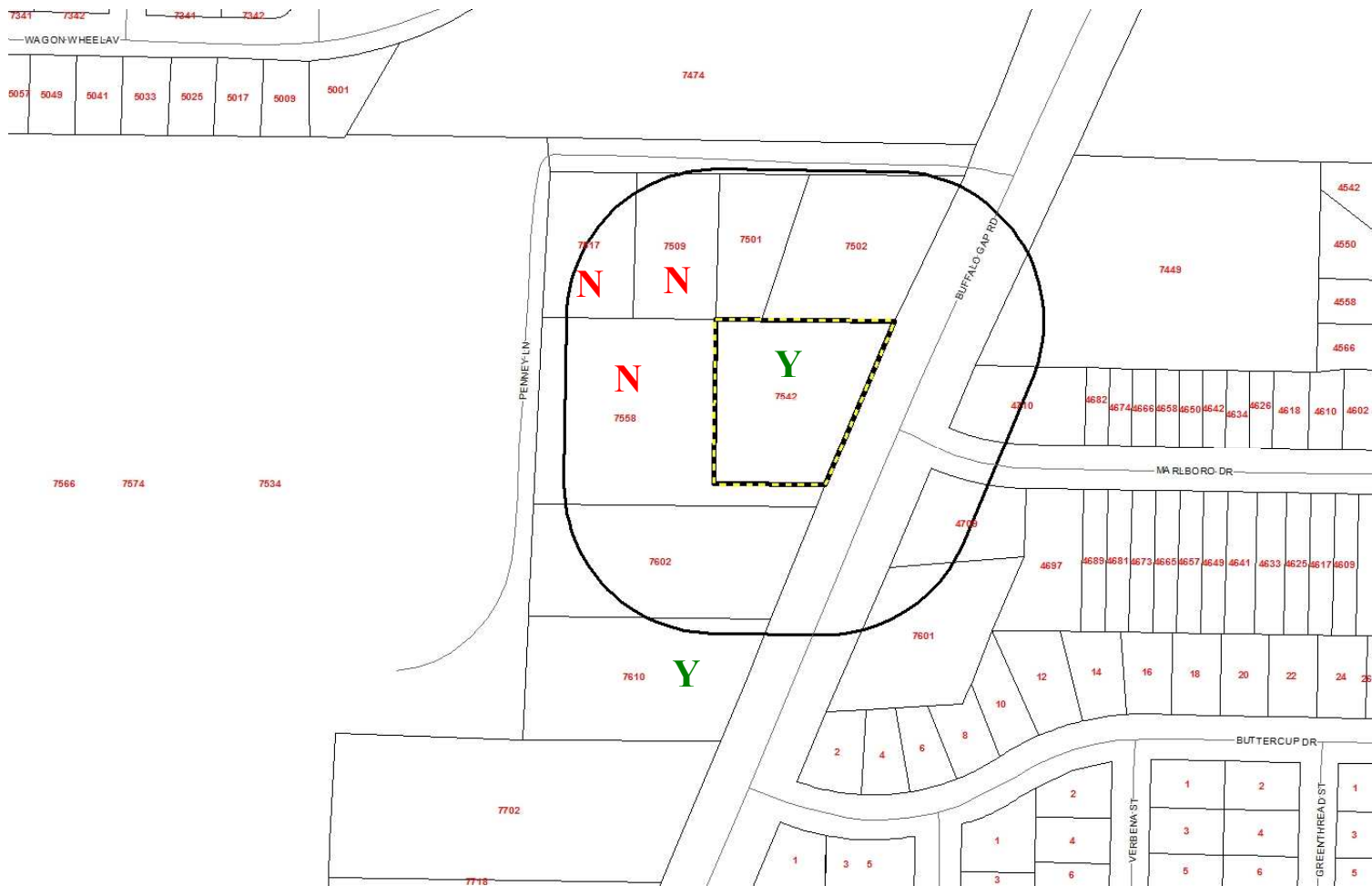
OWNER	SITUS	RESPONSE
CLAUDE PARKER LLC	4710 MARLBORO DR	
COLLETT JOHN R	7602 BUFFALO GAP RD	
INTERNATIONAL MEDICAL	7449 BUFFALO GAP RD	
LYNN TAMMIE ET ALL	7610 BUFFALO GAP RD	In Favor
MARTIN ELDON W	7517 PENNEY LN	Opposed
MC BRIDE CAROL LOUISE KECK	7502 BUFFALO GAP RD	
MK PRICE HOLDINGS LLC	7542 BUFFALO GAP RD	
MORRIS & MORRIS LLC	7601 BUFFALO GAP RD	
MORRIS & MORRIS LLC	4709 MARLBORO DR	
NEATHERLIN TOM ROAD	7501 PENNEY LN	
SMITH JERRY D & GWENDOLYN	7558 BUFFALO GAP RD	Opposed
TUCKER JERRY L	7509 PENNEY LN	Opposed

## PROPERTY OWNER NOTIFICATION AREA

2 in Favor- **Y**

3 Opposed- **N**

*As of January 18, 2017*



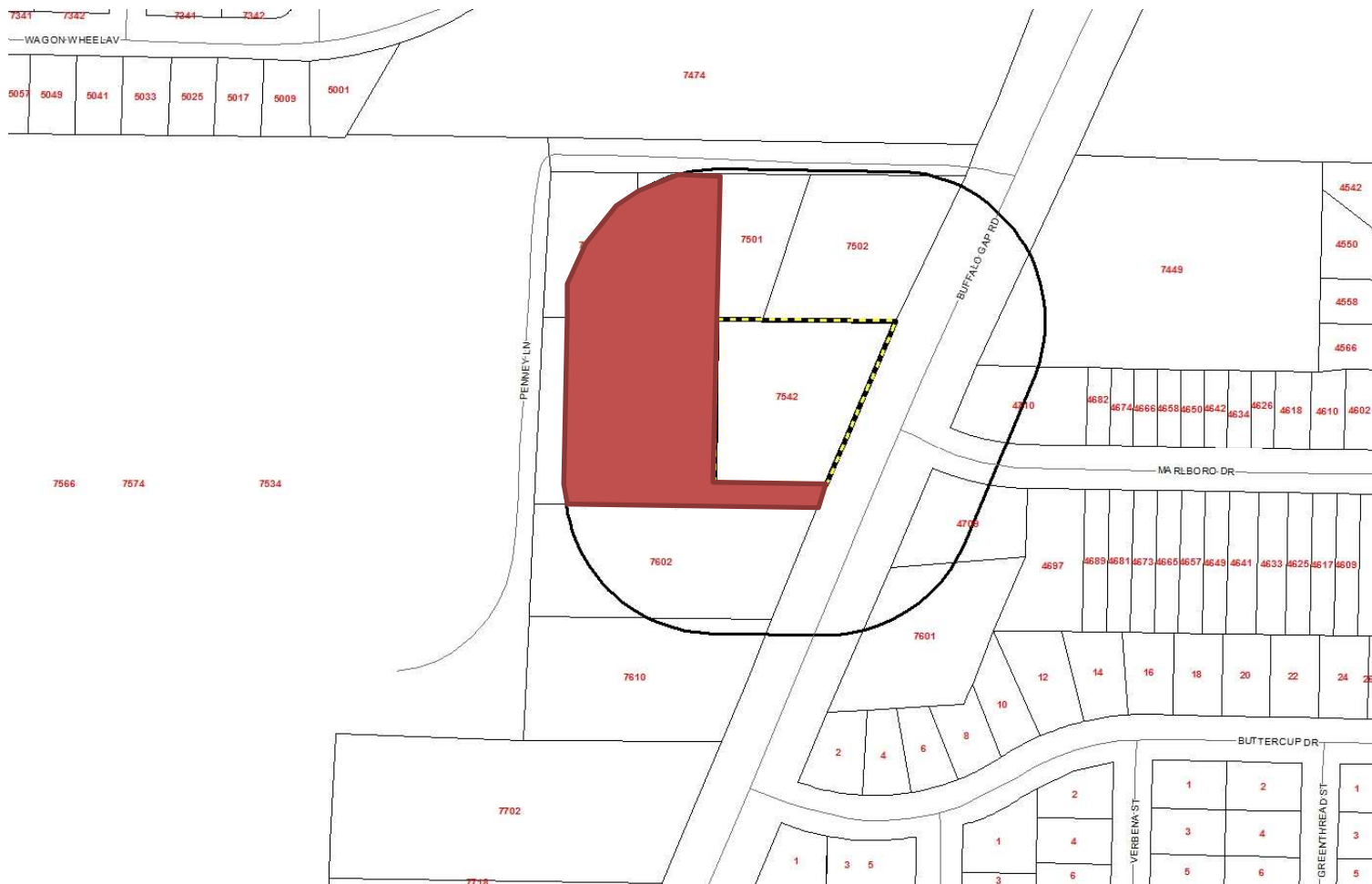
## PROPERTY OWNER WRITTEN PROTEST

Area of Lots (within Buffer Area) with Written Protest from Property Owner  
(Shown in red) 84,877 s.f.

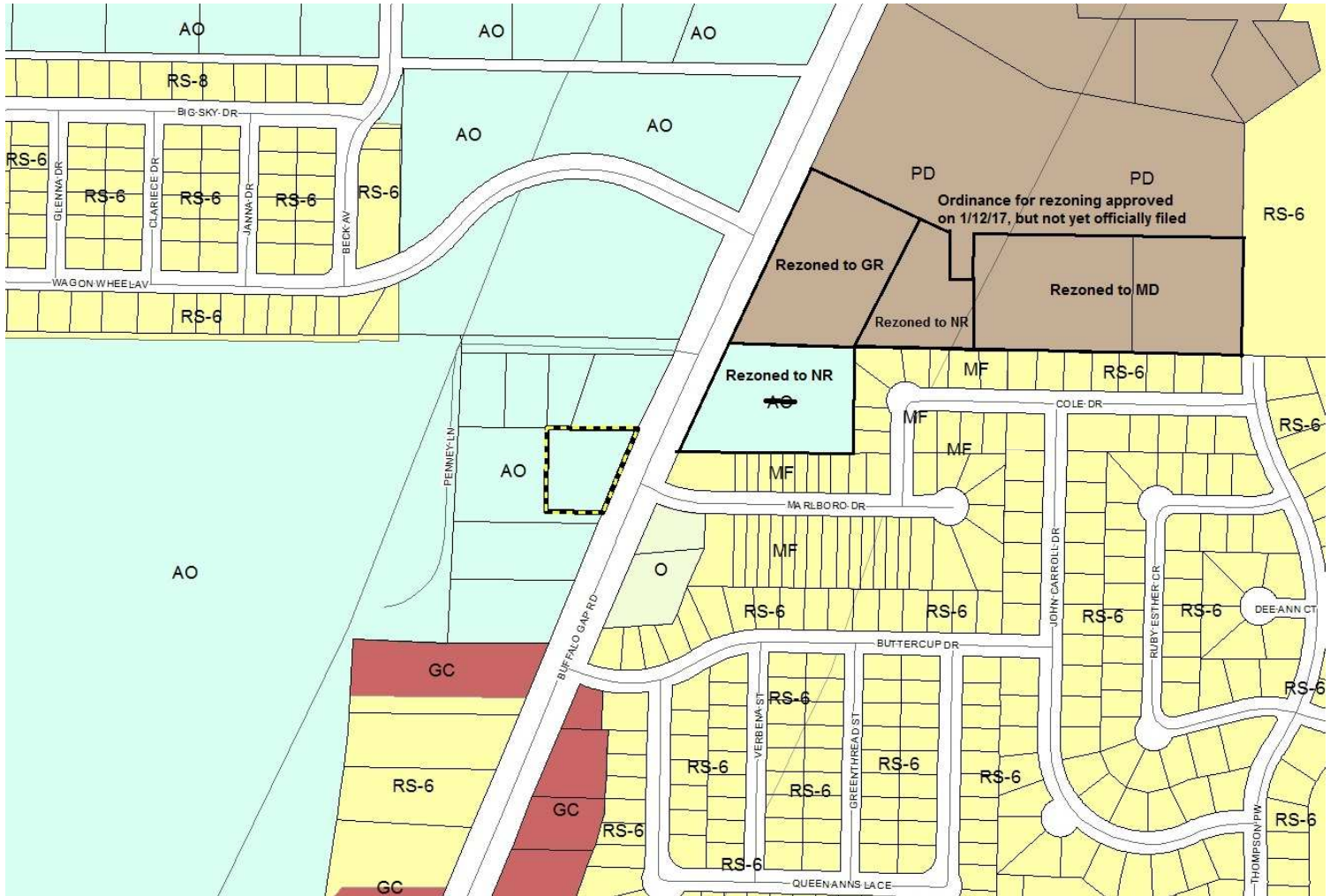
Buffer Area Extending 200 feet from Subject Parcel  
(Area within boundary excluding subject parcel) 290,412 s.f.

Percentage of Written Protest Area in Buffer Area 29.2%

***Per Section 1.4.1.3(i) of the Land Development Code, a super-majority (three-fourths) vote of all members of the City Council is required to approve the rezoning application.***



## ZONING MAP





## AERIAL IMAGERY OF SUBJECT PARCEL



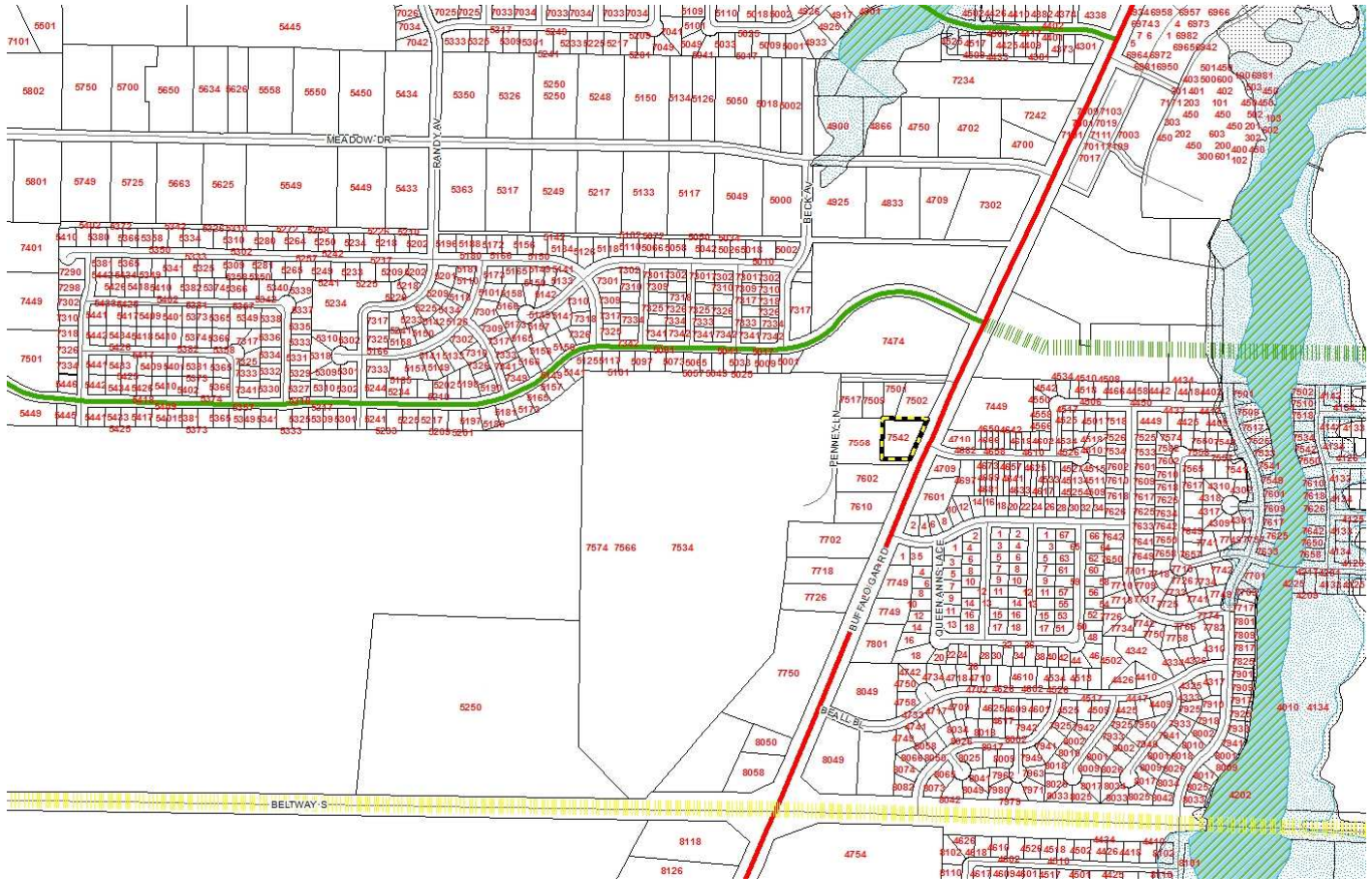


## AERIAL IMAGERY OF SURROUNDING AREA





# FLOODPLAIN AND THOROUGHFARE MAP



## Floodplain

Subject parcel is not located in a floodplain.

## Thoroughfare

## Green is COLLECTOR

Red is ARTERIAL

## Yellow is EXPRESSWAY

Hatched line is PROPOSED



**SUBJECT PARCEL**  
**View to west across Buffalo Gap Road**



*South part of subject parcel*



*North part of subject parcel*



# Z-2017-01

**Applicant:** Nora Carpenter

**Request:** Rezone 1.005 ac from AO/COR to GR/COR

**Location:** 7542 Buffalo Gap Road

**Notification:** 2 in favor, 3 opposed (29% opposed)

*(Supermajority vote of Council required to approve)*

**Staff and P&ZC Recommendation:**

Approval of AO/COR to GR/COR as requested



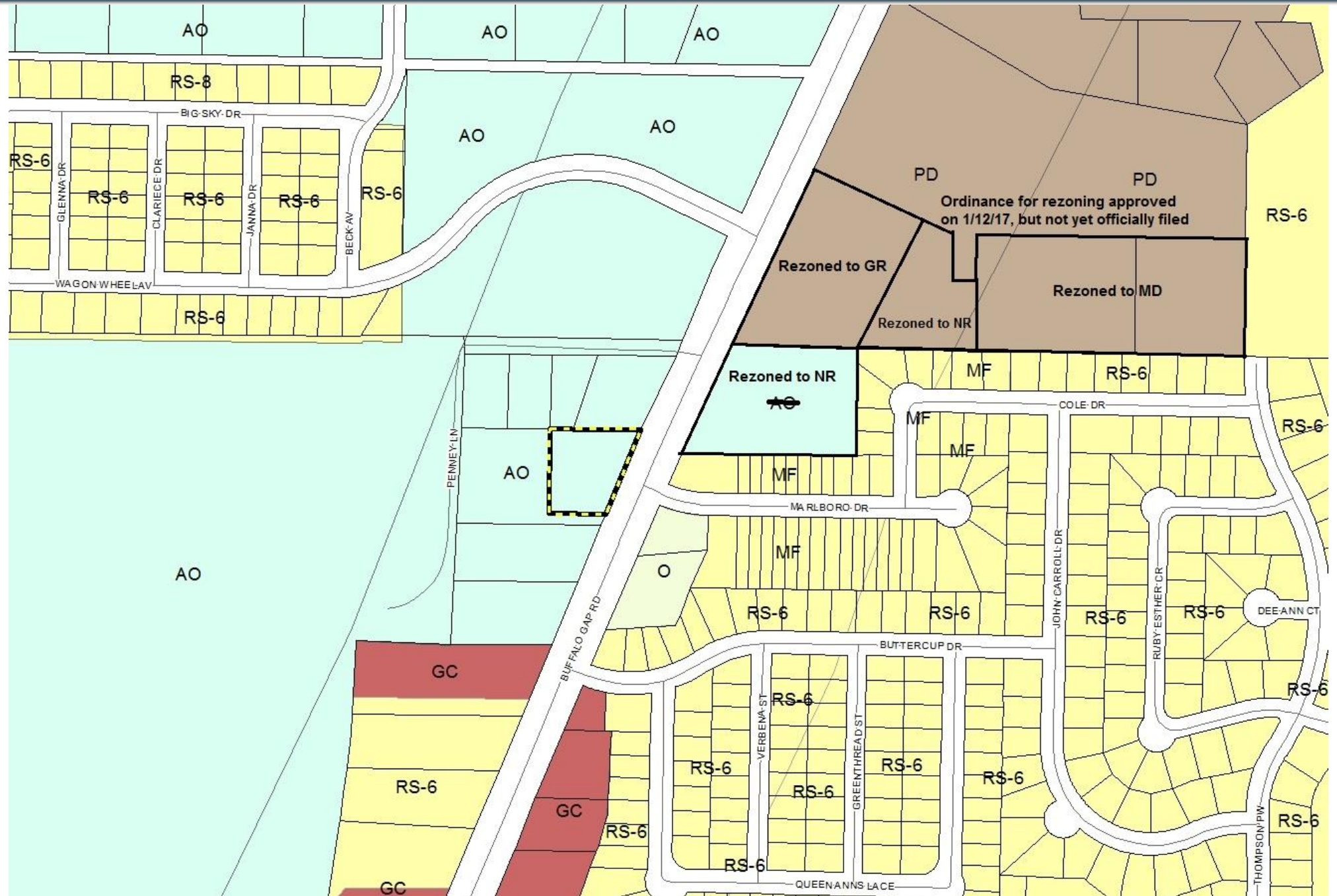


# Z-2017-01 AERIAL IMAGERY





# Z-2017-01 ZONING MAP





# Z-2017-01 AERIAL IMAGERY





# Subject Parcel

View to West across Buffalo Gap Road





## Views Along Buffalo Gap Road



View to southwest toward Beltway So.



View to northeast toward Antilley Rd







Intersection with Marlboro Drive

Residential Multiple-Family / Corridor Overly (MF/COR) Zoning – Triplex (Duplexes and SFR Homes behind)







Office (O) Zoning – Medical Office Building







## Agricultural Open Space / Corridor Overlay (AO/COR) Zoning

*PZC Recommendation for General Retail / Corridor Overlay (GR/COR) and Neighborhood Retail / Corridor Overlay (NR/COR)*

To be considered by City Council on January 12th





# Single Family Homes Around Subject Parcel





# Single Family Homes Around Subject Parcel

View to West across Buffalo Gap Road



# Permitted Uses in AO Zoning

## **RESIDENTIAL USES:**

- C Bed & Breakfast
- P Dwelling– Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Vacation Travel Trailer Park

## **ACCESSORY AND INCIDENTAL USES:**

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P Animal Lot
- P Day Care Operation – Home-Based
- P Dwelling – Accessory
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (permanent security residence)
- C Mobile Home (temporary security residence)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)

## **CULTURAL AND RECREATIONAL USES:**

- p Civic, Social, and Fraternal Organization
- P Fairgrounds/Rodeo
- C Motorized Racing
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Zoo

## **LEGEND**

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

## **GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:**

- P Community Home
- C Correction, Detention, or Penal Facilities
- P Fire/Police Station
- C Military and Armed Forces Reserve Center
- C Sanitary Landfill

## **EDUCATIONAL AND RELIGIOUS USES:**

- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P School: Public/Private

## **SERVICE**

- C Kennel (with outdoor pens)
- P Kennel (without outdoor pens)
- P Veterinary Service (all size animals)

## **TRADE – RETAIL USES**

- C Liquor Store (on premises consumption) (Defined under Liquor Store)

## **TRANSPORTATION, COMMUNICATION AND UTILITIES:**

- C Airport, Heliport and Flying Field Terminals – Commercial
- C Antenna Tower – Commercial
- P Public Utility Facility
- C Utility Generation, Production, Treatment

## **RESOURCE PRODUCTION AND EXTRACTION USES:**

- P Farming, Ranching & Livestock, Hatchery
- C Mining
- C Petroleum or Gas Well





# Permitted Uses in GR Zoning

## **RESIDENTIAL USES:**

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

## **ACCESSORY AND INCIDENTAL USES:**

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

## **CULTURAL AND RECREATIONAL USES:**

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

## **GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:**

- C Ambulance Service
- P Fire/Police Station
- P Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

## **EDUCATIONAL AND RELIGIOUS USES:**

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

## **SERVICE**

- P/C Automobile Wash
- C Funeral Home/ Mortuary/Morgue
- P Kennel (Without Outdoor Pens)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Tattoo Parlor
- P Veterinary Service (small animals)

## **TRADE – RETAIL USES**

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

## **TRANSPORTATION, COMMUNICATION AND UTILITIES:**

- C Antenna Tower- Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Public Utility Facility

## **RESOURCE PRODUCTION AND EXTRACTION USES:**

- P Petroleum or Gas Well
- P Urban Garden

## **LEGEND**

- P
- C
- TP

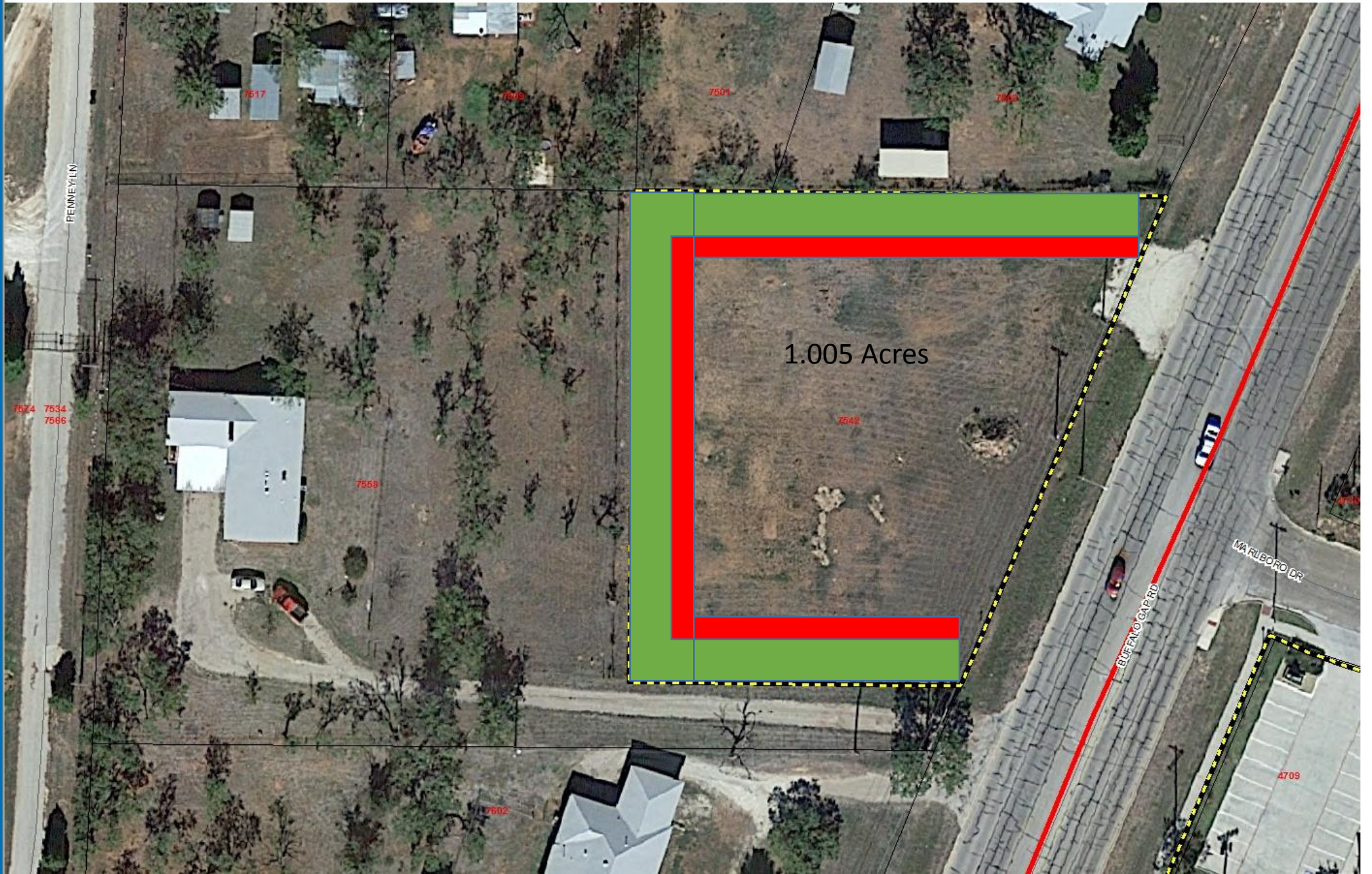
Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 of the Land Development Code)  
Permitted as a Conditional Use Permit, Requiring Approval by City Council  
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

- Surrounding properties are zoned AO, a residential zoning district
- Buildings at least 30 feet from property lines
- 20-foot landscaped area along north, west, and south property lines
- 6-7 foot solid wall or fence along landscaped area





# Subject Parcel with Setback and Landscaped Areas





- Property and surrounding area designated Residential
- Buffalo Gap Corridor Study (1994) recognized there would be commercial zoning along Buffalo Gap Road
- Major commercial development and zoning at commercial nodes on Buffalo Gap Road including Antilley Rd and Beltway South
- General Commercial zoning within 400 feet of subject parcel
- Recent Council action for General Retail and Neighborhood Retail zoning on property across Buffalo Gap Rd
- Subject parcel less than one-half (1/2) mile from Beltway South

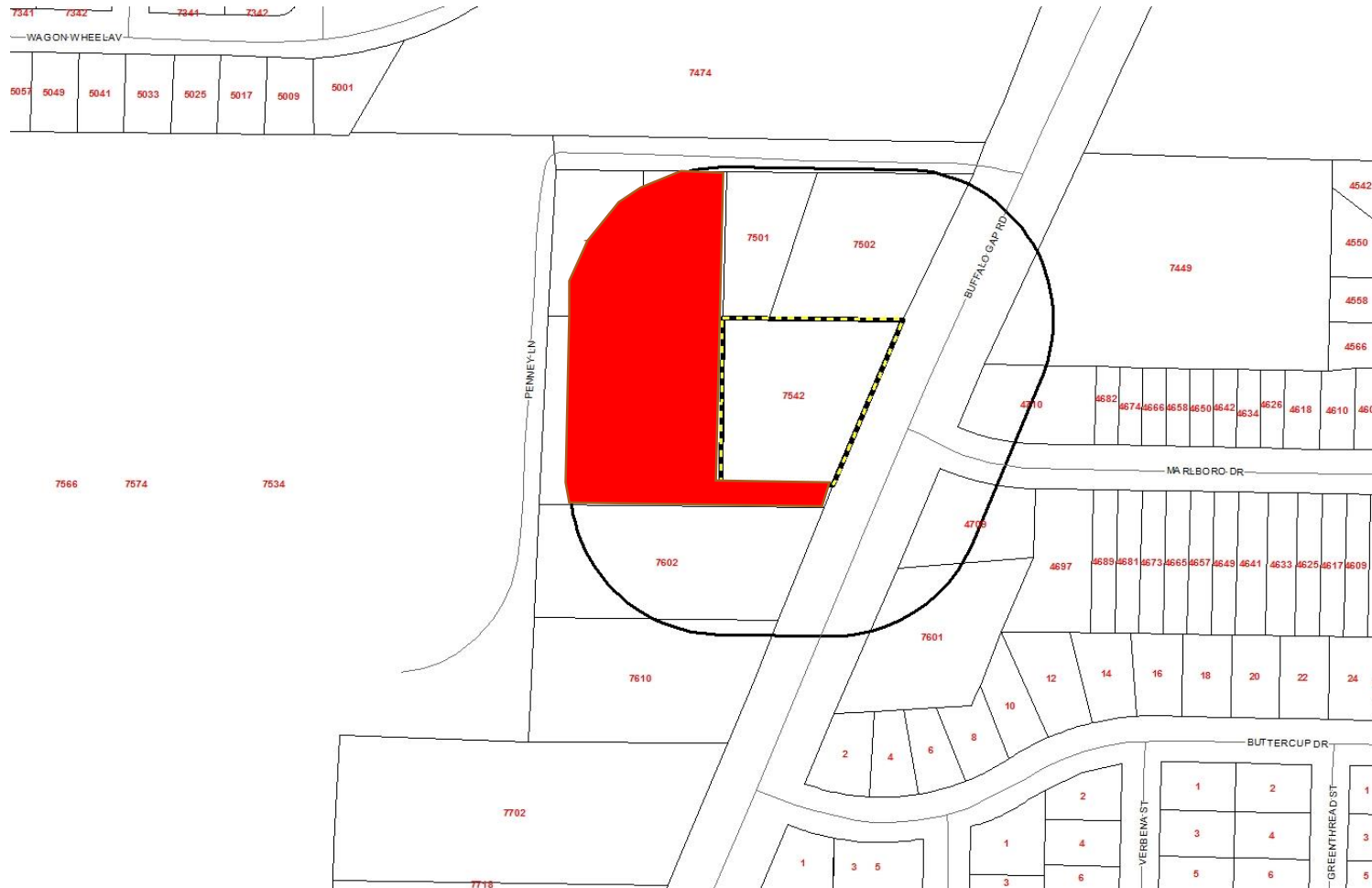






# Written Protests

Opposed -



Written Protest Area  
84,877 s.f.

Notification Area  
290,412 s.f.

% of Protest Area  
29.2%



- Written protests by owners of 20% or more of area within notification area
- Per Section 1.4.1.3 of Land Development Code, a super-majority (3/4ths) vote of the City Council is required to approve rezoning request



- January 3, 2017 Public Hearing
- Commission, by a 4-0 vote, recommends approval of rezoning request to General Retail (GR) zoning
- Written protests received after Commission public hearing





- Council may consider approving a rezoning to a more restrictive zoning district than that requested
- Neighborhood Retail (NR) zoning similar to GR district in uses allowed
- Some permitted uses in GR district are conditional uses in NR district
  - Drive-through facilities and fast food restaurants
  - Fuel sales and auto washes
  - Hotel / Motel
- Hours of operation in NR district limited to 6 a.m. to 11 p.m.





**City Council  
Agenda Memo**

**City Council Meeting Date: 2/9/2017**

**TO: Mr. Robert Hanna, City Manager**

**FROM: Mr. Dana L. Schoening, Director, Planning & Development Services**

**Ordinance & Public Hearing: (Final Reading) Case #Z-2017-02** A request from Tuscany Ridge, LLC., agent Enprotec/Hibbs and Todd, to rezone property from RS6  
**SUBJECT: (Residential Single Family) to PH (Patio Home) being 17.292 acres located in the 7550 Block (west side) of Hardwick Rd, north of Waldrop Dr. (Dana Schoening)**

---

**GENERAL INFORMATION**

**LOCATION:**

7550 Block (west side) of Hardwick Rd. and north of Waldrop Dr.

**REQUESTED ACTION:**

Rezone property from RS-6 to PH.

**SITE CHARACTERISTICS:**

The subject parcel is approximately 17.292 acres and is currently zoned RS-6 (Residential Single-Family). The property is undeveloped. The adjacent properties have RS-6 zoning to the south and west and AO (Agricultural Open Space) zoning to the north and east.

**ZONING HISTORY:**

The property was rezoned from AO to RS-6 in 2015.

**ANALYSIS:**

Current Planning Analysis

Currently the property is zoned RS-6 and is undeveloped. The applicant has future plans to subdivide the property for single family (patio home) residential uses. Most of the surrounding properties are developed with single family residential dwelling units. The property to the south is developed with a school.

· Comprehensive Planning Analysis

The Future Land Use section of the Comprehensive Plan designates this general area as low-density residential. The applicant is requesting the zone change in order to develop a single family (patio home) residential subdivision. The requested zoning would be compatible with the surrounding land uses. The subject property is adjacent to single family developments to the south and west. The property to the east allows for AO (Agricultural Open Space) zoning uses and one of the properties to the south is developed as a school site.

## **SPECIAL CONSIDERATIONS**

### **FUNDING/FISCAL IMPACT**

N/A

### **STAFF RECOMMENDATION**

Staff recommends approval as requested.

### **BOARD OR COMMISSION RECOMMENDATION**

Mr. Smith moved to approve this request, and Mr. Famble seconded the motion. The vote was approved by four (Smith, Dunnahoo, Famble and McClarty) with none in opposition.

### **ATTACHMENTS:**

Description	Type
▣ Ordinance Cover	Exhibit
▣ Ordinance Exhibit	Exhibit
▣ Staff Report With Maps	Cover Memo
▣ Citizen Responses	Exhibit
▣ 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 26th day of January, A.D. 2017.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of January, 2017, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 9th day of February, 2017 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 9th day of February, A.D. 2017.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

ORDINANCE NO. \_\_\_\_\_

## EXHIBIT "A"

Rezone property from RS-6 (Residential Single-Family) to PH (Residential Single-Family Patio Home).

Legal Description: The legal description for the property is set out in Exhibit "B", attached hereto.



Location: Part of 7550 Hardwick Road.

-END-

EXHIBIT "B"

**FIELD NOTES  
FOR  
PHASE 2  
TUSCANY RIDGE ADDITION  
ABILENE, TAYLOR COUNTY, TEXAS**

**BEING** Phase 2, Tuscany Ridge Addition, Abilene, Taylor County, Texas and being 16.922 acres of land out of Section 11, Lunatic Asylum Lands, Taylor County, Texas and also being part of the land described in Document Number 2014-19361, Official Public Records of Taylor County, Texas. Said 16.922 acres being more particularly described by metes and bounds as follows:

**BEGINNING** at a 30" detachable monument with 2" aluminum cap stamped "HIBBS & TODD" recovered for the southwest corner of this tract on the south line of the aforesaid Section 11, the north line of the W. J. Reddell Pre-emption Survey as established by a boundary line agreement described in Document No. 2013-7157, Official Public Records of Taylor County, Texas and also being the north line of Tuscany Trails Subdivision as shown on plat recorded in Plat Cabinet 2, Slide 334-C, Plat Records of Taylor County, Texas; Said monument bears 1264.22 feet North 89 degrees 45 minutes 33 seconds East from a 1/2" iron rod with cap stamped "AES 4130" recovered for the southwest corner of the aforesaid Section 11;

*Bearings are based on Grid North as determined by RTK GPS observations using the City of Abilene's Monumentation and Mapping Program Survey Marker Number 330 (published coordinates of N 6813304.298, E 1577602.701). From the said marker, the Point of Beginning bears 2280.06 feet North 14 degrees 08 minutes 25 seconds East.*

**THENCE** North 00 degrees 13 minutes 02 seconds East for a distance of 168.90 feet to a recovered 1/2" iron rod with cap stamped "H & T";

**THENCE** North 13 degrees 53 minutes 30 seconds East for a distance of 59.75 feet to a recovered 1/2" iron rod with cap stamped "H & T";

**THENCE** North 27 degrees 34 minutes 31 seconds East for a distance of 1227.69 feet to a recovered 1/2" iron rod with cap stamped "H & T";

**THENCE** South 82 degrees 25 minutes 24 seconds East for a distance of 63.92 feet to a 1/2" iron rod with cap stamped "H & T" recovered on the west line of that certain 20.006 acre tract conveyed to Mike Byrd and described in Document Number 2014-19362, Official Public Records of Taylor County, Texas. Said iron rod bears 175.71 feet South 24 degrees 47 minutes 35 seconds East



from a 1/2" iron rod with cap stamped "H & T" recovered for the northwest corner of the aforesaid 20.006 acre tract;

**THENCE** South 24 degrees 47 minutes 35 seconds East for a distance of 455.76 feet to a 1/2" iron rod with cap stamped "H & T" recovered for an angle point in the west line of the aforesaid 20.006 acre tract;

**THENCE** South 00 degrees 13 minutes 02 seconds West for a distance of 903.27 feet to a 1/2" iron rod with cap stamped "H & T" recovered for the southwest corner of the aforesaid 20.006 acre tract on the south line of the aforesaid Section 11, and being the north right of way line of Waldrop Road;

**THENCE** North 89 degrees 17 minutes 32 seconds West (Bearing Base for this tract) at a distance of 594.06 feet pass a 3/8" iron rod recovered for the northeast corner of the aforesaid Tuscany Trails Subdivision and continue the same course for a total distance of 834.42 feet to the point of beginning and containing an area of 737126 square feet or 16.922 acres of land.

*The purpose of this legal description is for zoning only and does not represent an on the ground survey.*

# ZONING CASE Z-2017-02

## STAFF REPORT



### APPLICANT INFORMATION:

Tuscany Ridge, LLC

Agent: Enprotec/ Hibbs & Todd

### HEARING DATES:

Planning & Zoning Commission: January 03, 2017

City Council 1<sup>st</sup> Reading: January 26, 2017

City Council 2<sup>nd</sup> Reading: February 09, 2017

### LOCATION:

7550 Block (west side) of Hardwick Rd. and north  
Of Waldrop Dr.

### REQUESTED ACTION:

Rezone property from RS-6 to PH.



### SITE CHARACTERISTICS:

The subject parcel is approximately 17.292 acres and is currently zoned RS-6 (Residential Single-Family). The property is undeveloped. The adjacent properties have RS-6 zoning to the south and west, AO (Agricultural Open Space) zoning to the north and east.

### ZONING HISTORY:

The property was rezoned from AO to RS-6 in 2015.

### ANALYSIS:

- Current Planning Analysis

Currently the property is zoned RS-6 and is undeveloped. The applicant has future plans to subdivide the property for single family (patio home) residential uses. Most of the surrounding properties are developed with single family residential dwelling units. The property to the south is developed with a school.

- Comprehensive Planning Analysis

The Future Land Use section of the Comprehensive Plan designates this general area as low-density residential. The applicant is requesting the zone change in order to develop a single family (patio home) residential subdivision. The requested zoning would be compatible with the surrounding land uses. The subject property is adjacent to single family developments to the south and west. The property to the east allows for AO (Agricultural Open Space) zoning uses and one of the properties to the south is developed as a school site.

### PLANNING STAFF RECOMMENDATION:

Staff recommends approval as requested.

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

Mr. Smith moved to approve this request, and Mr. Famble seconded the motion. The vote was approved by four (Smith, Dunnahoo, Famble and McClarty) with none in opposition.

**NOTIFICATION:**

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

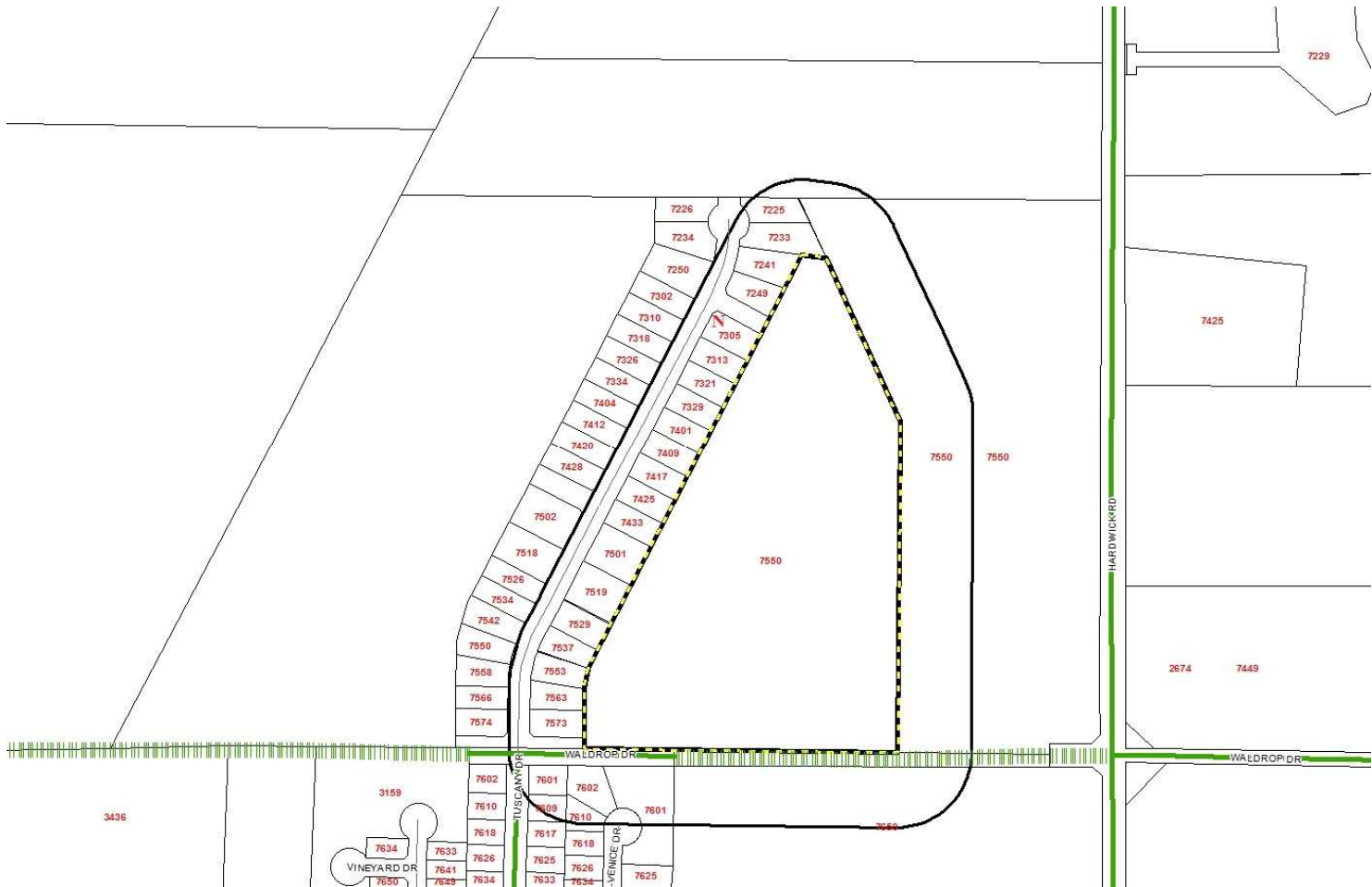
OWNER	SITUS	RESPONSE
ANDERSON RICHARD	7617 TUSCANY DR	
BIG COUNTRY TRENDSETTERS LLP	7601 VENICE DR	
BYRD MIKE	7550 HARDWICK RD	
BYRD MIKE	7550 B HARDWICK RD	
CHILDERS MATTHEW	7321 TUSCANY DR	
GREENE AARON A & KRISTIN	7602 VENICE DR	
GUNCKEL LANE A	7601 TUSCANY DR	
HENDERSON STEVE	7305 TUSCANY DR	Opposed
LAWSON CHARLES L	7425 TUSCANY DR	
M R MASON CONSTRUCTION INC	7529 TUSCANY DR	
MAYFIELD DAVID R & ASHLEY R	7609 TUSCANY DR	
MELA DEVELOPMENT INC	7401 TUSCANY DR	
MELA DEVELOPMENT INC	7313 TUSCANY DR	
OLSON BRENT & CHRISTINE	7329 TUSCANY DR	
POAGE MATTHEW	7610 VENICE DR	
PREMIER CUSTOM HOMES LLC	7318 TUSCANY DR	
PREMIER CUSTOM HOMES LLC	7326 TUSCANY DR	
SCOTT JONATHAN & REBECCA	7433 TUSCANY DR	
TUSCANY RIDGE LLC	7553 TUSCANY DR	
TUSCANY RIDGE LLC	7550 TUSCANY DR	
TUSCANY RIDGE LLC	7573 TUSCANY DR	
TUSCANY RIDGE LLC	7563 TUSCANY DR	
TUSCANY RIDGE LLC	7518 TUSCANY DR	
TUSCANY RIDGE LLC	7534 TUSCANY DR	
TUSCANY RIDGE LLC	7428 TUSCANY DR	
TUSCANY RIDGE LLC	7542 TUSCANY DR	
TUSCANY RIDGE LLC	7501 TUSCANY DR	
TUSCANY RIDGE LLC	7502 TUSCANY DR	
TUSCANY RIDGE LLC	7566 TUSCANY DR	
TUSCANY RIDGE LLC	7334 TUSCANY DR	
TUSCANY RIDGE LLC	7412 TUSCANY DR	
TUSCANY RIDGE LLC	7404 TUSCANY DR	
TUSCANY RIDGE LLC	7526 TUSCANY DR	



TUSCANY RIDGE LLC	7574 TUSCANY DR	
TUSCANY RIDGE LLC	7420 TUSCANY DR	
TUSCANY RIDGE LLC	7310 TUSCANY DR	
TUSCANY RIDGE LLC	7558 TUSCANY DR	
TUSCANY RIDGE LLC	7519 TUSCANY DR	
TUSCANY RIDGE LLC	7241 TUSCANY DR	
TUSCANY RIDGE LLC	7250 TUSCANY DR	
TUSCANY RIDGE LLC	7249 TUSCANY DR	
TUSCANY RIDGE LLC	7233 TUSCANY DR	
TUSCANY RIDGE LLC	7302 TUSCANY DR	
TUSCANY RIDGE LLC	7234 TUSCANY DR	
TUSCANY RIDGE LLC	7537 TUSCANY DR	
TUSCANY RIDGE LLC	7550 HARDWICK	
WILSON BUILT HOMES LLC	7409 TUSCANY DR	
WILSON BUILT HOMES LLC	7417 TUSCANY DR	
WYLIE IND SCHOOL DIST	7650 HARDWICK RD	

## PROPERTY OWNER NOTIFICATION MAP

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



## AERIAL IMAGERY OF SUBJECT PARCEL

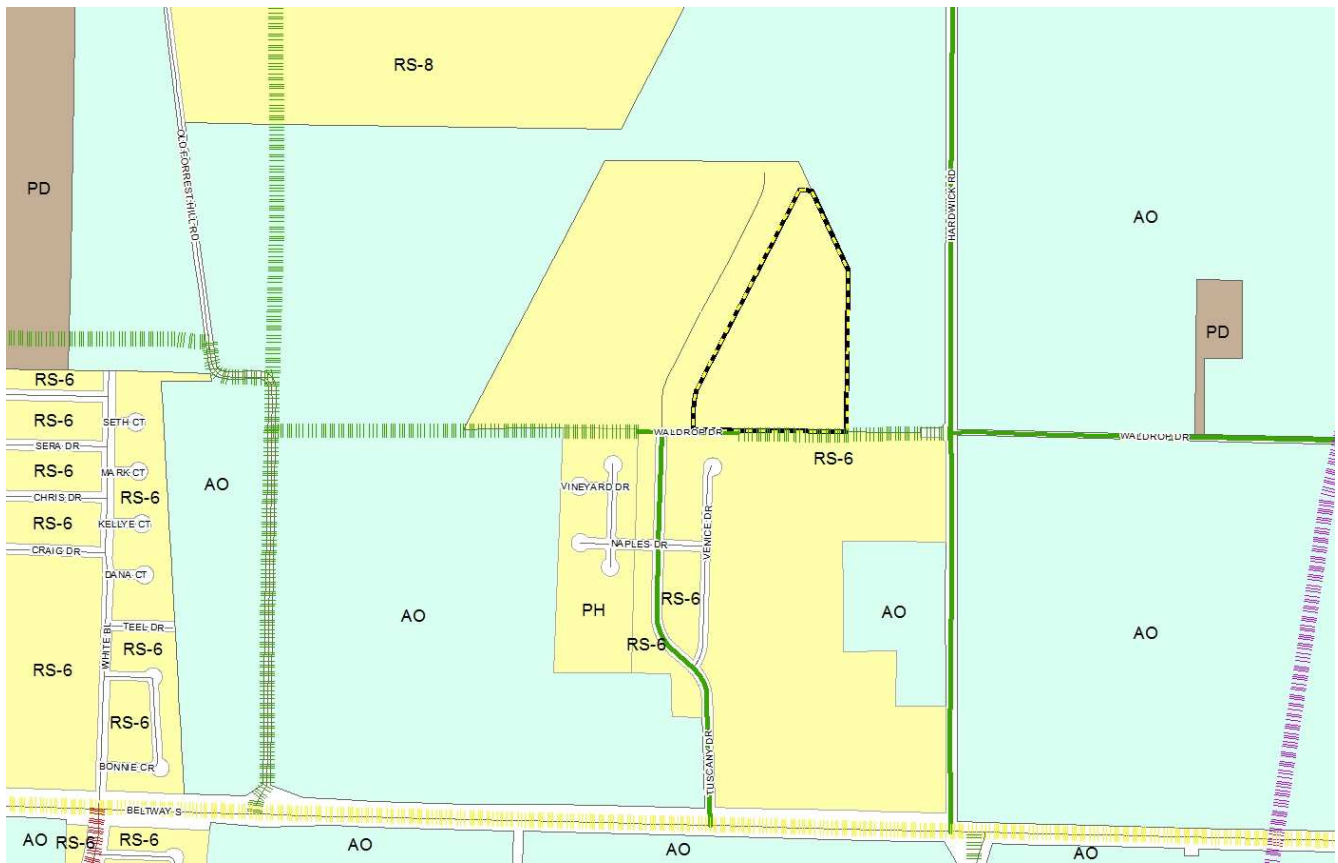




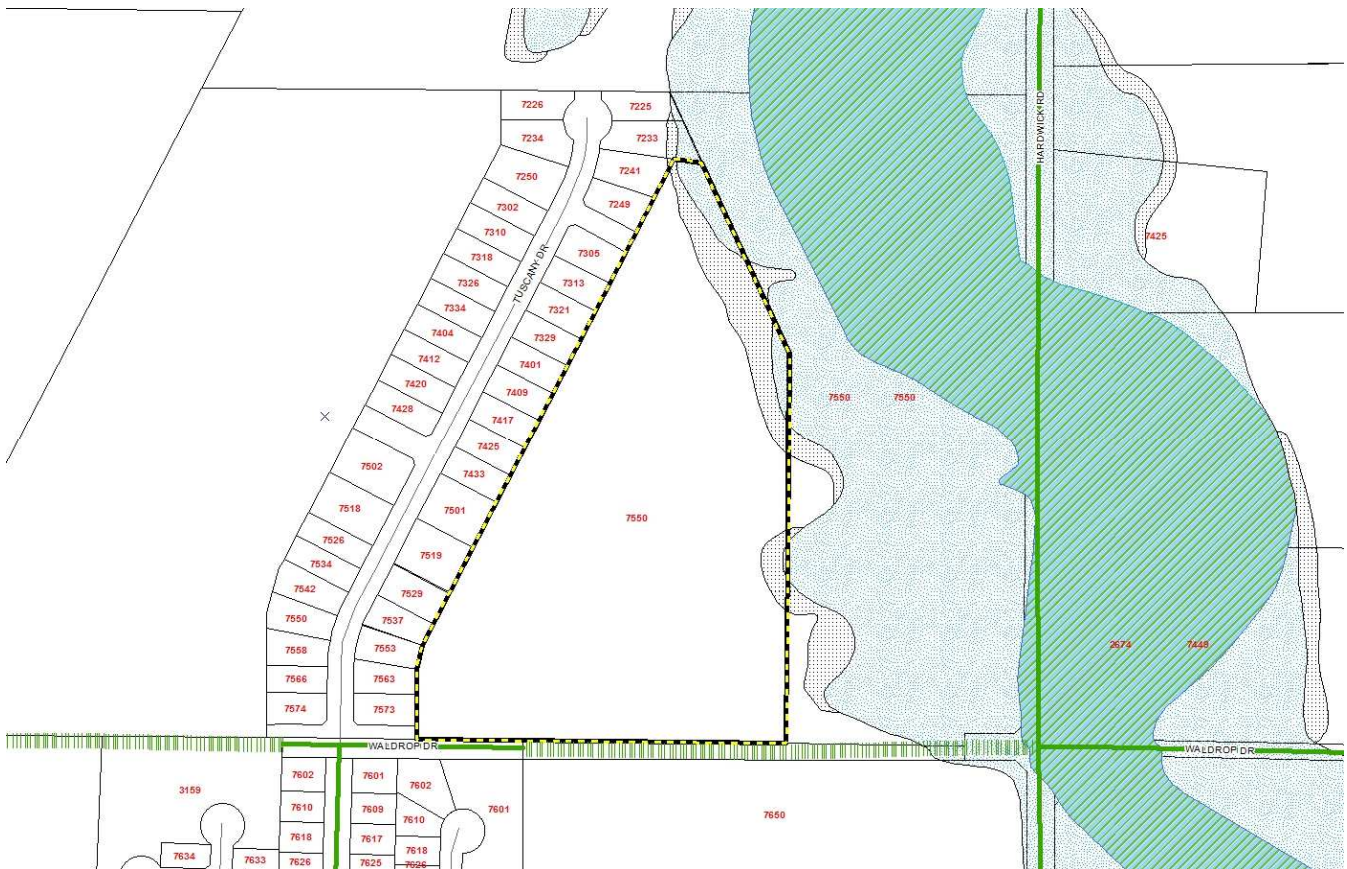
## AERIAL IMAGERY OF SURROUNDING AREA



## ZONING MAP



## FLOODPLAIN AND THOROUGHFARE MAP



### **Floodplain**

Subject parcel is partially located in a floodplain.

### **Thoroughfare**

Green is COLLECTOR

Hatched line is PROPOSED



## SUBJECT PARCEL



**For the PLANNING & ZONING COMMISSION**

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

**CASE #: Z-2017-02**

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: HENDERSON STEVE

Address: 7305 TUSCANY DR

Mailing To: Planning and Development Services  
P.O. Box 60, Abilene TX 79604-0060

Fax #: (325) 676-6288

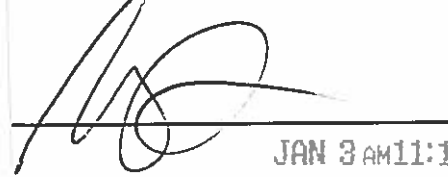
email: [planning@abilenetx.com](mailto:planning@abilenetx.com)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: \_\_\_\_\_



JAN 3 AM 11:15

# Z-2017-02

**Request:** Rezone from AO to PH zoning

**Location:** In the 7550 Block (west side) of Hardwick Rd, north of Waldrop Dr.

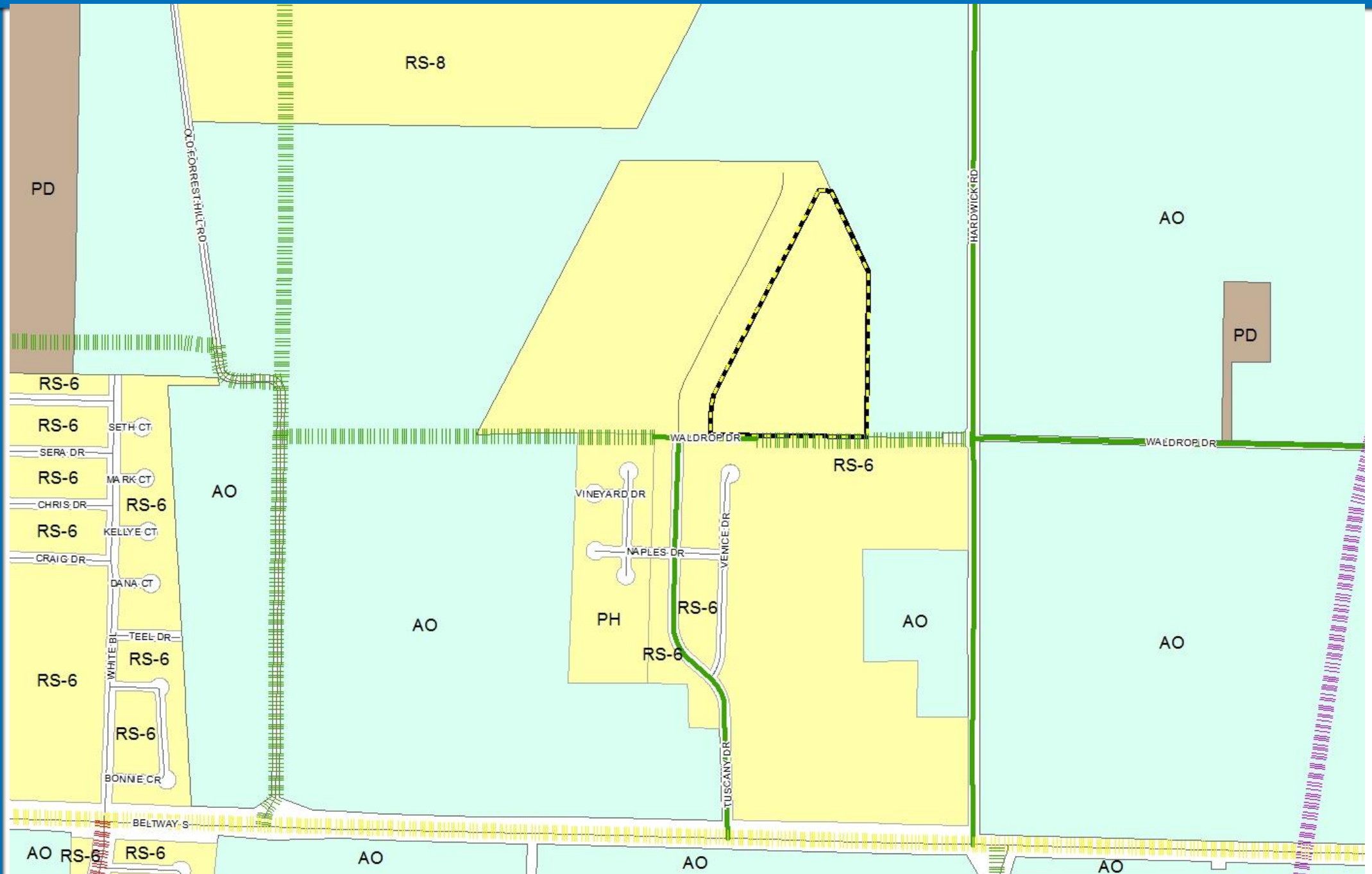
**Notification:** 0 in favor; 1 opposed

**Staff Recommendation:** Approval

**P & Z Recommendation:** Approval







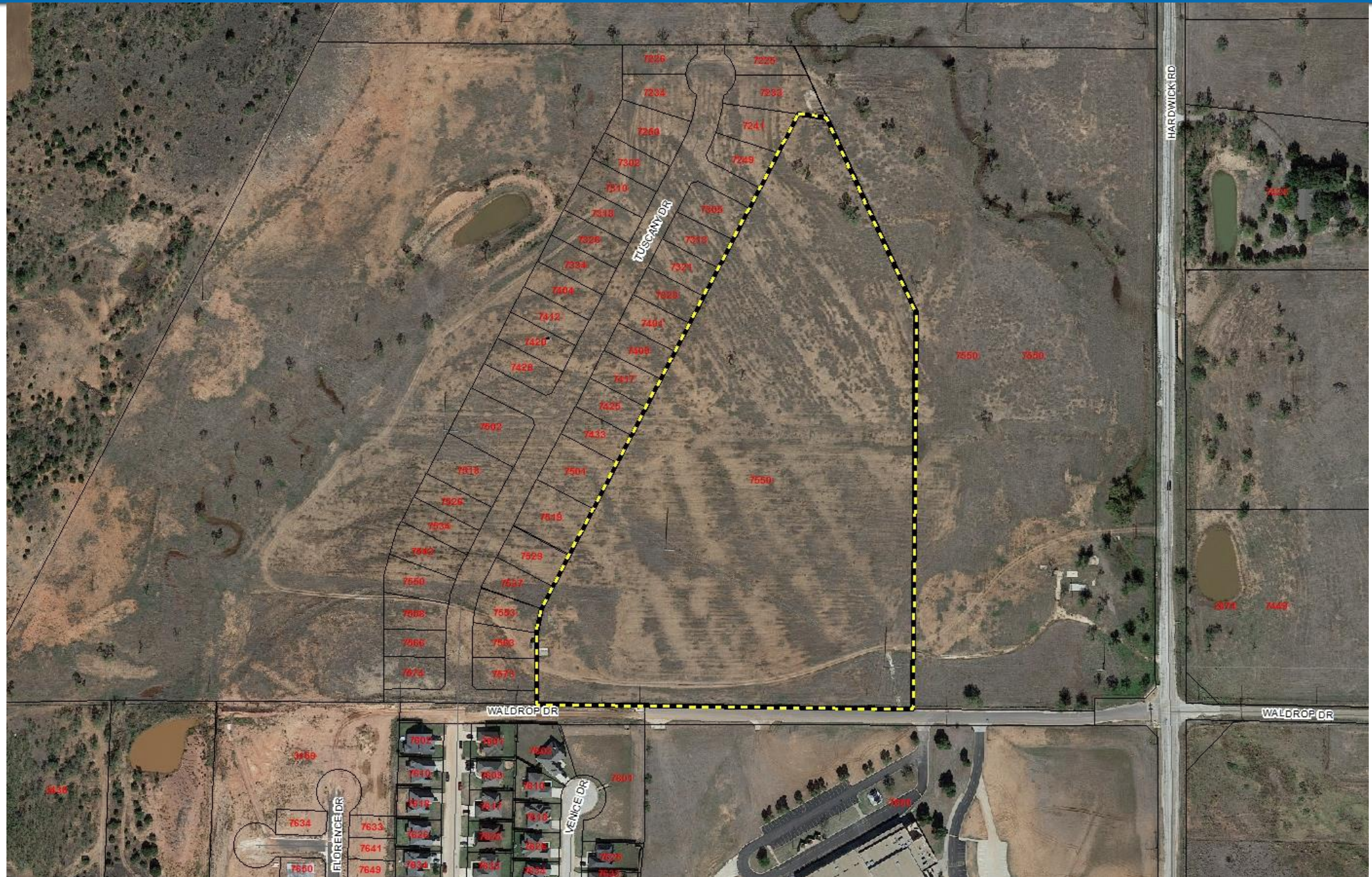
# Site Exhibit





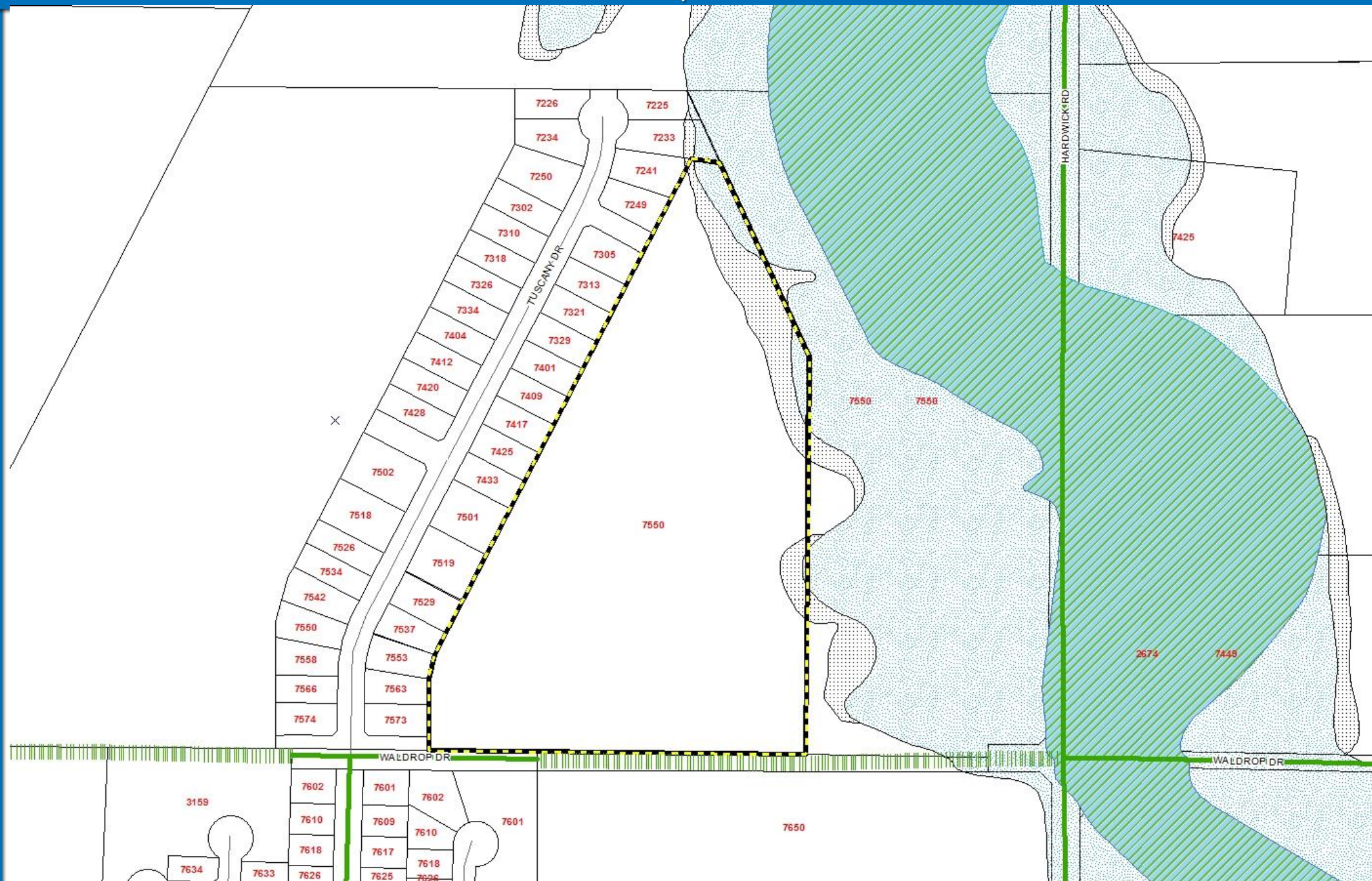








# Flood Map





View looking west at subject property





View looking west at subject property down Waldrop Rd.





View looking north at subject property









View looking east along Griffith Rd.





View looking north east





View looking across Walrop Dr









View looking north west at subject property



# Existing Uses in RS Zoning

## RESIDENTIAL USES:

- C Bed & Breakfast
- C Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- 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/C Day Care Operation – Home-Based
- P Dwelling – Accessory
- 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 Social Service Facility

## EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- 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



# Proposed Uses in PH Zoning

## **RESIDENTIAL USES:**

- C Bed & Breakfast
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Patio Home
- P Dwelling – Single-Family Detached

## **ACCESSORY AND INCIDENTAL USES:**

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- 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 Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

## **GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:**

- P Community Home
- P Fire/Police Station

## **EDUCATIONAL AND RELIGIOUS USES:**

- P Church or Place of Worship
- P School: Public/Private

## **TRANSPORTATION, COMMUNICATION AND UTILITIES:**

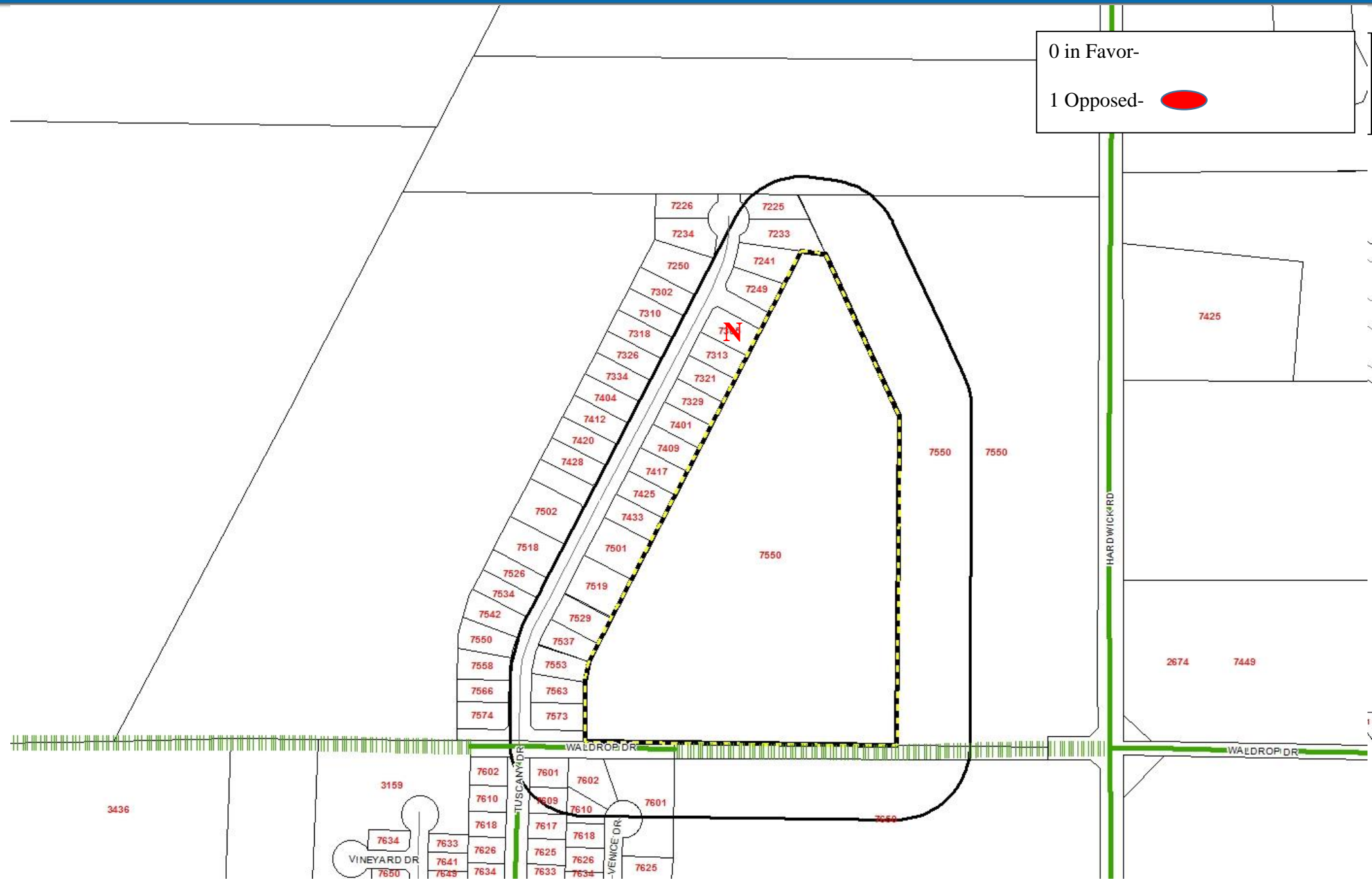
- P Public Utility Facility

## **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: 2/9/2017**

**TO: Robert Hanna, City Manager**

**FROM: Michael Rice, Director of Public Works**

**SUBJECT: Oral Resolution & Public Hearing: Application/Permit to drill and/or operate an oil and/or gas well, Bullet Development, LLC., "WTRC B #1" Permit No. 820860, located on East Industrial Blvd (Michael Rice)**

---

**GENERAL INFORMATION**

Chapter 21, Oil and Gas, of the City of Abilene Code of Ordinances requires a permit for drilling and operating oil/gas wells within the city limits. As part of the review process, the City Council is to conduct a public hearing and then approve or deny the permit.

Bullet Development, LLC of Abilene, Texas has submitted an application to drill the "WTRC B #1" well on property owned by Jack Denson, located on East Industrial Blvd. south of Abilene Regional Airport, as shown on the attached map. Because of the proximity to Abilene Regional Airport, a Federal Aviation Administration (FAA) Aeronautical Study was required for this well. The aeronautical study is attached to, and made part of the application/permit. The study concluded that the drilling rig for this well does not exceed obstruction standards and would not be a hazard to air navigation, provided that the marking/lighting and notification requirements detailed in the study are met.

This application has been reviewed and approved by City Staff. All owners of real property within 500 feet of the proposed drill site have been notified of this application and of the City Council meeting to consider its approval, as required by City ordinance.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Because all prerequisites and requirements of Chapter 21, Oil and Gas, have been met, including no anticipated adverse effect on the health, safety and welfare of the public, staff recommends that the City Council vote to approve the application for this drilling permit and authorize the Mayor to execute permit no. 820860 for Bullet



Development, LLC.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

Description	Type
▣ Application Packet	Cover Memo
▣ Location Map	Cover Memo
▣ Owner Notification	Cover Memo
▣ Slide Presentation	Cover Memo



APPLICATION/PERMIT TO DRILL AND/OR OPERATE  
AN OIL AND/OR GAS WELL

Bond/Letter of Credit # \_\_\_\_\_ RRC Permit # 820860

1. Date 12-29-16 Lease Name & Well No. : WTRC B 1

2. Applicant/Permit Holder BULLET DEVELOPMENT LLC  
Address 402 CYPRESS ST. SUITE 130  
ABILENE TEXAS 79601  
Phone 325-8290357

3. Local 24 hour phone contact, in case of emergency:  
Name LARRY WELLHAUSEN  
Phone 325 829 0357

4. Legal description of drill site including copy of survey by licensed surveyor: Survey plat should show the locations of any buildings, type of construction and use, including residences, within 200 feet of proposed drill site, and flood zone elevation lines (lines of 100 year floodplain and floodway) in relation to the proposed drill site.

5. Applicant \_\_\_\_\_ IS/ X IS NOT requesting a variance, per sections 21-26 and 21-27 of Chapter 21 of the City of Abilene Code of Ordinances, Oil and Gas, to drill within 200 feet of any existing building or buildings.

The proposed well location \_\_\_\_\_ IS/ X IS NOT within 200 feet of any residence or residences. If the proposed well location IS within 200 feet of any residence or residences, applicant should attach a list of the names of the owners of each residence corresponding to each address lying within a 200 foot radius of the proposed well location, indicating their approval/disapproval of the proposed well location.

The notarized written consent of the owner of each residence within a 200 foot radius of the proposed well location should be attached to this application.

Applicant should also attach copies of documentation of any granted exceptions to the Railroad Commission's statewide spacing rules that apply to the proposed well.

6. Proposed date to commence drilling ASAP

The height of the rig used to drill/re-enter this well will be approximately 115 feet.

7. Proposed depth of well 5999

This well is planned/anticipated to be primarily an OIL X or GAS \_\_\_\_\_ well.

8. Attached as EXHIBIT 1 the names of the  
(a) Surface owners  
(b) Mineral owners  
(c) Royalty owners

9. Attached as EXHIBIT 2 approved Railroad Commission Form W-1 including required plat of lease and approval letter from Texas Water Development Board.

10. Attached as **EXHIBIT 3** a Certificate of Insurance evidencing the applicant as insured under the following:

<u>Type</u>	<u>Amount</u>
(1) Workers Compensation (where Required by State law) Employer's Liability	Statutory \$100,000
(2) Comprehensive General Public Liability to include (but not Limited to):	\$1 million – per Occurrence for Property Damage OR Combined single limit million – Per Occurrence
a) Premises/Operations	
b) Independent Contractors	
c) Personal Injury Liability	
d) Products/Completed Operations	
e) Contractual Liability	
f) Coverage for Explosion, Collapse, and Underground Property Damage (to include seepage, pollution and contamination coverage)	

Said Insurance Policy must insure all activities contemplated under this permit application and must be in effect at all times during production operations. The City must be notified 30 days prior to cancellation of insurance coverage and City shall be named as additional insured.

**11. Indemnity**

**A. Definitions**

For the purpose of this section the following definitions apply:

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

“Applicant/Permit Holder’s employees” shall mean any employees, officers, agents, subcontractors, licensee and invitees of Applicant/Permit Holder.

“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.



“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 Applicant/Permit Holder must indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Applicant/Permit Holder's work and activities conducted in connection with this Contract.**

**The Applicant/Permit Holder is an independent Applicant/Permit Holder and is not, with respect to its acts or omissions, an agent or employee of the City.**

**Applicant/Permit Holder must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Applicant/Permit Holder'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 Applicant/Permit Holder or Applicant/Permit Holder'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 Applicant/Permit Holder.**

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

**BOTH CITY AND APPLICANT/PERMIT HOLDER EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE APPLICANT/PERMIT HOLDER 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.**

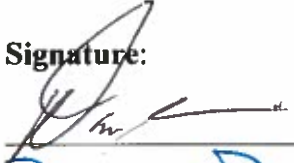



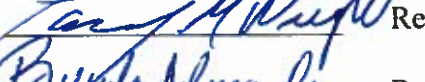
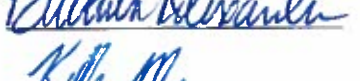


12. Attached as **EXHIBIT 4** - \$10,000 performance bond or an Irrevocable Letter of Credit from a Federally insured bank to meet the performance payment, penalty, abandonment and other provisions as required by City Council and by the Oil/Gas Ordinance, Chapter 21 of the City Code of Ordinances (This amount may be raised in appropriate circumstances).
13. Special requirements for this permit, if any, as set by City Council (drill site lighting, pits/tanks, hours of operation, fencing, buried lines, approved truck routes, noise buffers, pump type, etc.). Attachment **EXHIBIT A**.
14. The City of Abilene has required standards for drilling and production as provided by Chapter 21 of City Code, Oil and Gas Ordinance. Applicant/Permit Holder shall observe and obey all federal, state, and local laws and regulations. Violation of these or any requirements imposed by ordinance or the City Council will result in the termination of the permit.
15. By signing this application/permit, Applicant/Permit Holder certifies that he has received and read City code provisions, Chapter 21, Oil and Gas Ordinance.
16. THIS PERMIT EXPIRES SIX (6) MONTHS FROM THE DATE OF CITY COUNCIL APPROVAL. Actual drilling must commence within six (6) months from that date. Cessation of drilling or production for thirty (30) days shall cancel this permit.

17. If the City owns any mineral interest in the location of the proposed well, this permit is subject to compliance with an oil and gas lease obtained from the City.
18. The City Land Agent's office shall be notified prior to commencement of drilling operations.
19. If operation of the well is transferred, the City shall be notified in writing thirty (30) days prior to the transfer of the lease.
20. Applicant/Permit Holder shall make full payment for any and all damages or losses to City's Surface Lessee if the property is City owned, which shall include but not be limited to damages to and/or loss of crops, livestock, or improvements or a part thereof which loss may be the result of the Applicant's/Permit Holder's negligence or use of land.
21. This Application, upon approval, shall become the Drilling Permit.

**THIS PERMIT IS NOT TRANSFERRABLE OR ASSIGNABLE**

Signature:

Date:

	Review & Approval of Planning Director	<u>1/18/17</u>
	Review & Approval of Airport Director	<u>1/13/17</u>
	Review & Approval of City Engineer	<u>1/24/17</u>
	Review & Approval of Water Director	<u>1/17/17</u>
	Review & Approval of Stormwater Administrator	<u>1/25/17</u>
	Review & Approval of Risk Manager	<u>1/19/17</u>
	Review & Approval of City Attorney	<u>1/20/17</u>
	Review & Approval of Land Agent	<u>1/12/17</u>

This permit issued this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

CITY OF ABILENE

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
City Secretary

City Seal:

BULLET DEVELOPMENT LLC  
Applicant/Permit Holder

ATTEST: (If Corporation)

By: LARRY WELLHANSSEN

\_\_\_\_\_  
Secretary

MEMBER  
Title

\_\_\_\_\_  
Corporate Seal

## EXHIBIT A

### SPECIAL REQUIREMENTS

BULLET DEVELOPMENT, LLC

WTRC "B" #1:

1. BECAUSE OF THE PROXIMITY OF THIS WELL LOCATION TO ABILENE REGIONAL AIRPORT, A FEDERAL AVIATION ADMINISTRATION (FAA) AERONAUTICAL STUDY WAS REQUIRED. FAA AERONAUTICAL STUDY NO. 2016-ASW-11688-OE, ISSUED DATE 12/21/2016, IS ATTACHED TO AND MADE PART OF THIS PERMIT.

**THIS AERONAUTICAL STUDY CONCLUDES THAT THE TEMPORARY STRUCTURE (DRILLING RIG) DOES NOT EXCEED OBSTRUCTION STANDARDS AND WOULD NOT BE A HAZARD TO AIR NAVIGATION PROVIDED THE FOLLOWING CONDITIONS ARE MET:**

- A. THE STRUCTURE MUST BE MARKED/LIGHTED IN ACCORDANCE WITH FAA ADVISORY CIRCULAR 70/7460-1 L CHANGE 1, OBSTRUCTION MARKING AND LIGHTING, FLAGS/RED LIGHTS- CHAPTERS 3 (MARKED), 4, 5 (RED), & 12.
- B. THE MANAGER OF ABILENE REGIONAL AIRPORT MUST BE NOTIFIED AT LEAST THREE BUSINESS DAYS PRIOR TO THE TEMPORARY STRUCTURE BEING ERECTED AND AGAIN WHEN THE STRUCTURE IS REMOVED FROM THE SITE.
- C. ANY CHANGES IN COORDINATES AND/OR HEIGHTS WILL VOID THIS DETERMINATION AND REQUIRES SEPARATE NOTICE TO THE FAA.

**ALL CONDITIONS AND REQUIREMENTS OF FAA AERONAUTICAL STUDY NO. 2016-ASW-11688-OE, ISSUED DATE 12/21/2016, MUST BE MET AND FOLLOWED AT ALL TIMES.**

2. THE CITY OF ABILENE LAND AGENT'S OFFICE (325-676-6491) MUST BE NOTIFIED AT LEAST TWO BUSINESS DAYS PRIOR TO THE COMMENCEMENT OF DRILLING OPERATIONS.



CITY OF ABILENE/  
ABILENE REGIONAL AIRPORT PROPERTY  
(GREEN)

Diamondback Golf Club

E Industrial Blvd.

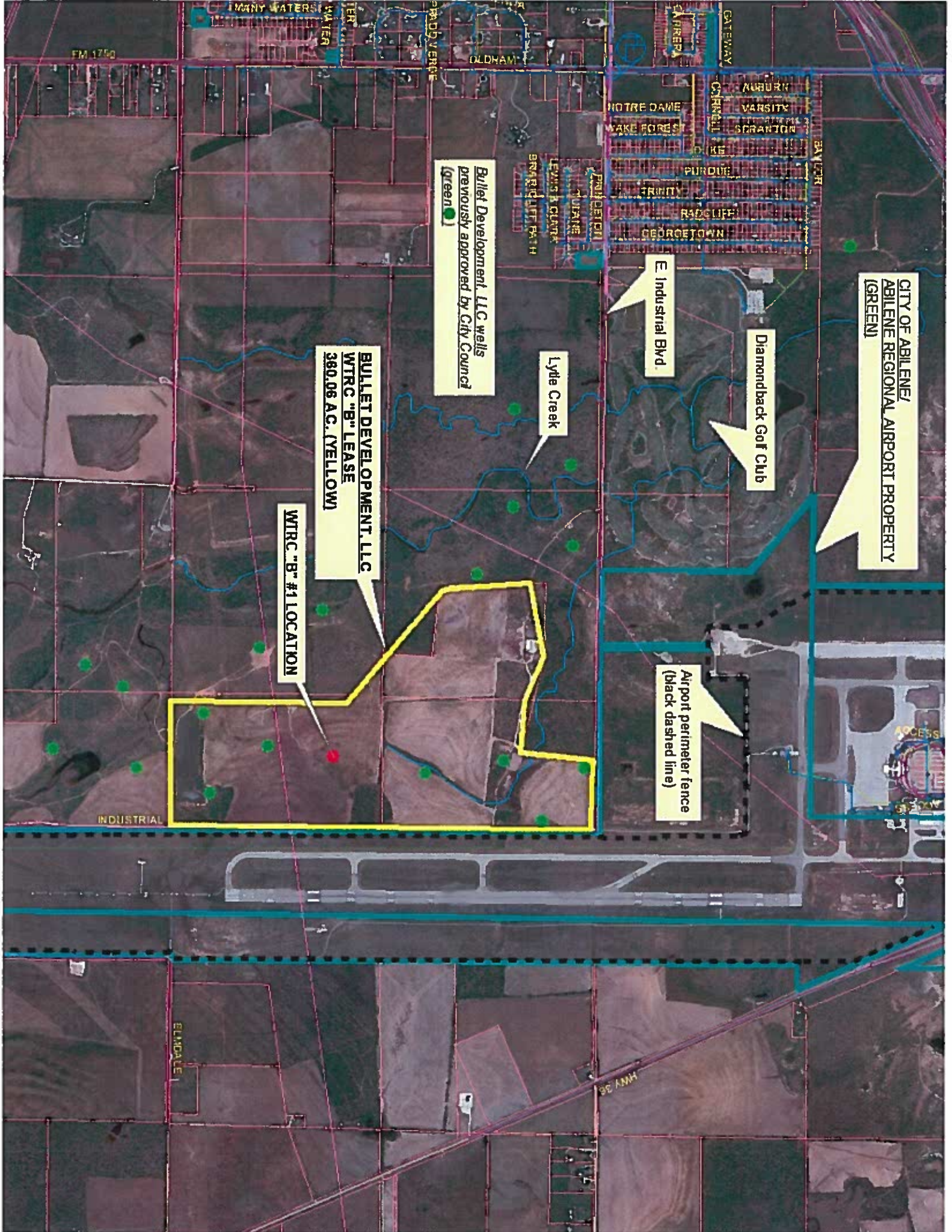
Airport perimeter fence  
(black dashed line)

Lytle Creek

Bullet Development, LLC wells  
previously approved by City Council  
(green)

BULLET DEVELOPMENT, LLC  
WTRC "B" LEASE  
380.06 AC. (YELLOW)

WTRC "B" #1 LOCATION





CITY OF ABILENE/  
ABILENE REGIONAL AIRPORT PROPERTY  
(GREEN)

Diamondback Golf Club

E Industrial Blvd

Airport perimeter fence  
(black dashed line)

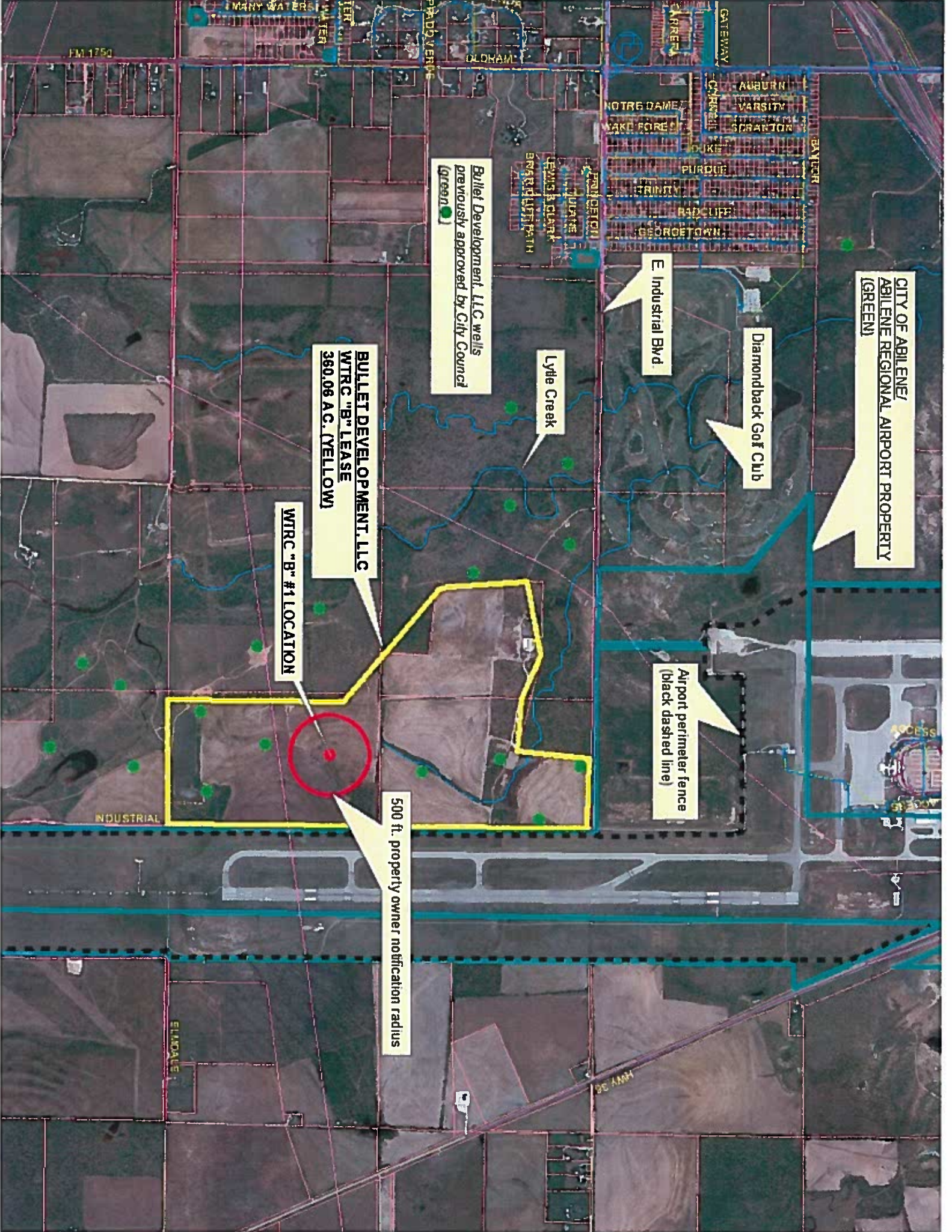
Lytle Creek

Bullet Development, LLC wells  
previously approved by City Council  
(green ●)

BULLET DEVELOPMENT, LLC  
WTRC "B" LEASE  
360.06 A.C. (YELLOW)

WTRC "B" #1 LOCATION

500 ft. property owner notification radius





E Industrial Blvd

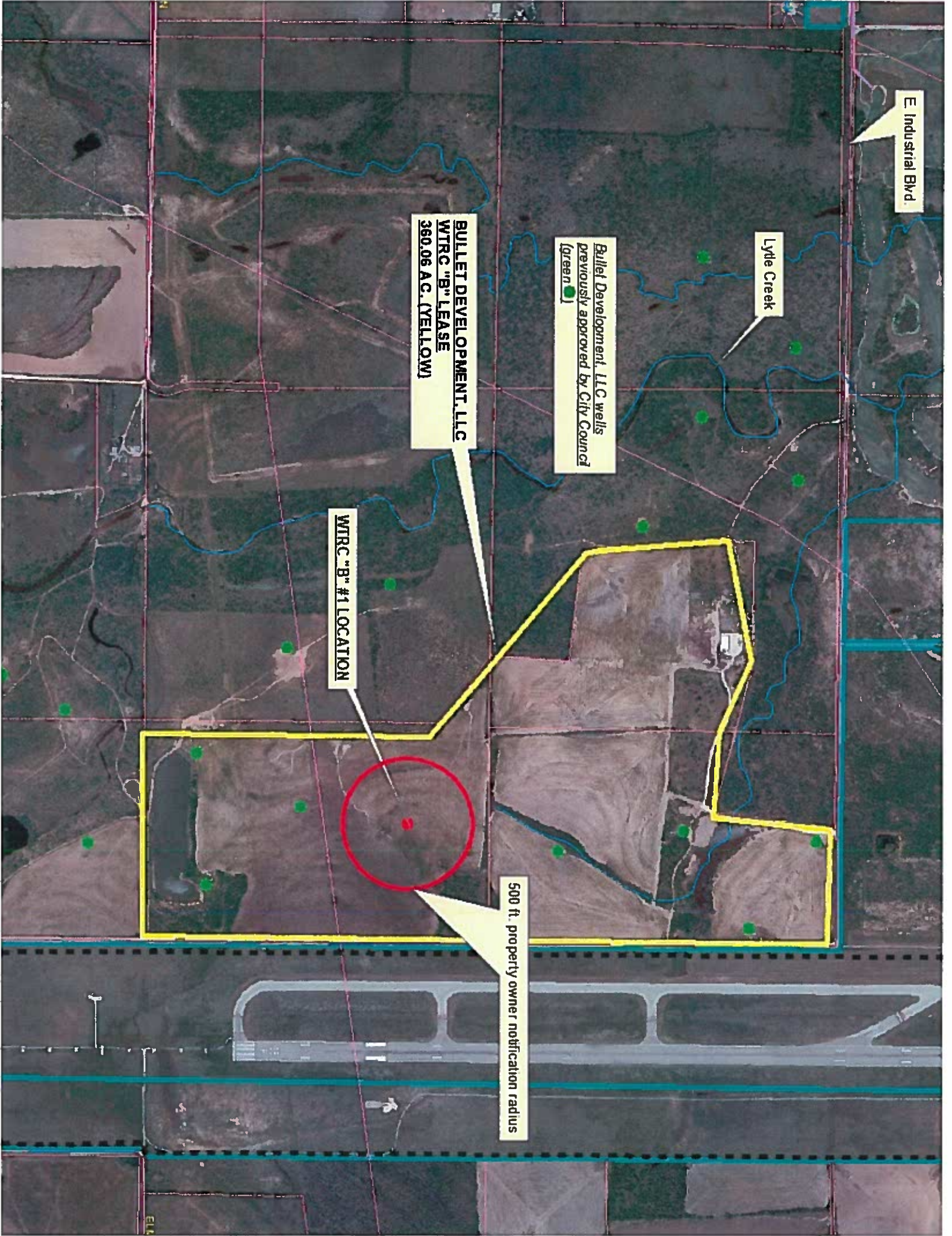
Lytle Creek

Bullet Development, LLC wells  
previously approved by City Council  
(green ●)

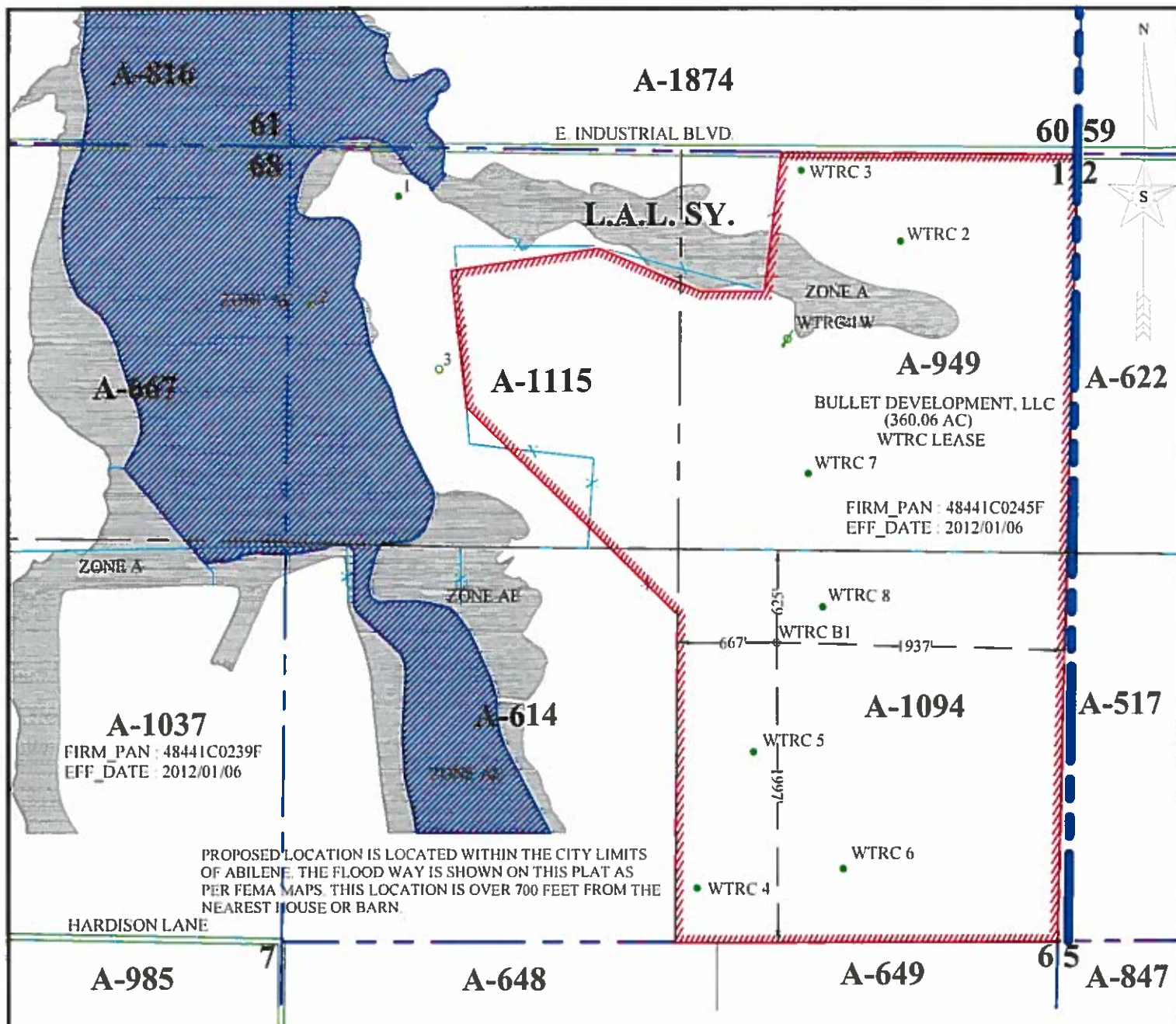
BULLET DEVELOPMENT, LLC  
WTRC "B" LEASE  
360.06 AC. (YELLOW)

WTRC "B" #1 LOCATION

500 ft. property owner notification radius







LOCATION IS IN THE CITY LIMITS OF ABILENE, TX  
 LOCATION IS 625' FNL & 1937' FEL OF THE L.A.L. SY., NO. 1, A-1094  
 LOCATION IS 667' FWL & 1997' FSL OF THE UNIT  
 NAD 83 N-6827729 E-1604165 TX NCZ  
 NAD 27 X-1327133 Y-270942 TX NCZ  
 NAD 83 LAT. 32.392350° LONG. -99.680364°  
 NAD 83 LAT. 32°23'32.46" LONG. -99°40'49.31"  
 ELEVATION-1764'

=FLOODWAY  
 =FLOODPLAIN

#### LEGEND:

SURVEY LINE   
 WTRC LEASE 330.06 AC   
 FENCE LINE   
 PROPOSED LATERAL   
 AS-DRILLED LATERAL   
 GAS WELL   
 GAS WELL PER DOCS. PROVIDED   
 PROPOSED LOCATION   
 DRY HOLE   
 OIL WELL   
 HOUSE   
 BARN



ERIC BRENNAN, TEXAS  
 REGISTERED PROFESSIONAL  
 LAND SURVEYOR  
 NUMBER 5560

BULLET DEVELOPMENT, LLC  
 WTRC B LEASE  
 #1 LOCATION

**OWEN SURVEYING CO.**

FIRM #10069000 WWW.OWENSURVEYING.COM  
 110 W. ELLIOTT ST., BRECKENRIDGE, TX 76424  
 PHONE (254)559-9898 FAX (254)559-7372 CELL (254)559-0127

LOCATION PLAT: TARRANT COUNTY  
 DRAWN BY: CH CHECKED BY: EB

Scale

Date

Print Number

TAY-37L7

Copyright Reserved  
 Owen Surveying Co. 2012

1000 0 1000  
 SCALE: 1"=1000'



Mail Processing Center  
Federal Aviation Administration  
Southwest Regional Office  
Obstruction Evaluation Group  
10101 Hillwood Parkway  
Fort Worth, TX 76177

Aeronautical Study No.  
2016-ASW-11688-OE

Issued Date: 12/21/2016

Larry Wellhausen  
Bullet Development, LLC  
402 Cypress St  
Suite 130  
Abilene, TX 79601

**\*\*DETERMINATION OF NO HAZARD TO AIR NAVIGATION FOR TEMPORARY STRUCTURE\*\***

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Drilling Rig WTRC B 1
Location:	Abilene, TX
Latitude:	32-23-32.46N NAD 83
Longitude:	99-40-49.31W
Heights:	1764 feet site elevation (SE) 115 feet above ground level (AGL) 1879 feet above mean sea level (AMSL)

This aeronautical study revealed that the temporary structure does not exceed obstruction standards and would not be a hazard to air navigation provided the condition(s), if any, in this letter is (are) met:

**\*\*SEE ATTACHMENT FOR ADDITIONAL CONDITION(S) OR INFORMATION\*\***

This determination is based, in part, on the foregoing description which includes specific coordinates and heights. Any changes in coordinates and/or heights will void this determination. Any future construction or alteration, including increase to heights, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of a structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this temporary structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Aviation Administration Flight Procedures Office if the structure is subject to the issuance of a Notice To Airman (NOTAM).

If you have any questions, please contact our office at (817) 222-5933. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2016-ASW-11688-OE

**Signature Control No: 311551179-313176270**  
Andrew Hollie  
Specialist

( TMP )



## **Additional Condition(s) or Information for ASN 2016-ASW-11688-OE**

**Proposal:** To construct and/or operate a(n) Drilling Rig to a height of 115 feet above ground level, 1879 feet above mean sea level.

**Location:** The structure will be located 1.14 nautical miles south of ABI Airport reference point.

### **Case Description for ASN 2016-ASW-11688-OE**

Drilling rig

#### **Part 77 Obstruction Standard(s) Exceeded and Aeronautical Impacts, if any:**

Aeronautical study revealed that the temporary structure will not exceed any Part 77 obstruction standard. Aeronautical study confirmed that the temporary structure will have no effect on any existing or proposed arrival, departure or en route instrument/visual flight rules (IFR/VFR) operations or procedures. Additionally, aeronautical study confirmed that the temporary structure will have no physical or electromagnetic effect on the operation of air navigation and communications facilities and will not impact any airspace and routes used by the military. Based on this aeronautical study, the FAA finds that the temporary structure will have no adverse effect on air navigation and will not impact any aeronautical operations or procedures.

#### **Preliminary FAA study indicates that the above mentioned structure would:**

have no effect on any existing or proposed arrival, departure, or en route instrument flight rules (IFR) operations or procedures.

have no effect on any existing or proposed arrival, departure, or en route visual flight rules (VFR) operations.

have no effect on any existing or proposed arrival, departure, or en route instrument/visual flight rules (IFR/VFR) minimum flight altitudes.

not exceed traffic pattern airspace

have no physical or electromagnetic effect on the operation of air navigation and communications facilities.

have no effect on any airspace and routes used by the military.

Based on this aeronautical study, the structure would not constitute a substantial adverse effect on aeronautical operations or procedures because it will be temporary. The temporary structure would not be considered a hazard to air navigation provided all of the conditions specified in this determination are strictly met.

As a condition to this Determination, the structure is to be marked/lighted in accordance with FAA Advisory circular 70/7460-1 L Change 1, Obstruction Marking and Lighting, flags/red lights - Chapters 3(Marked),4,5(Red),&12.

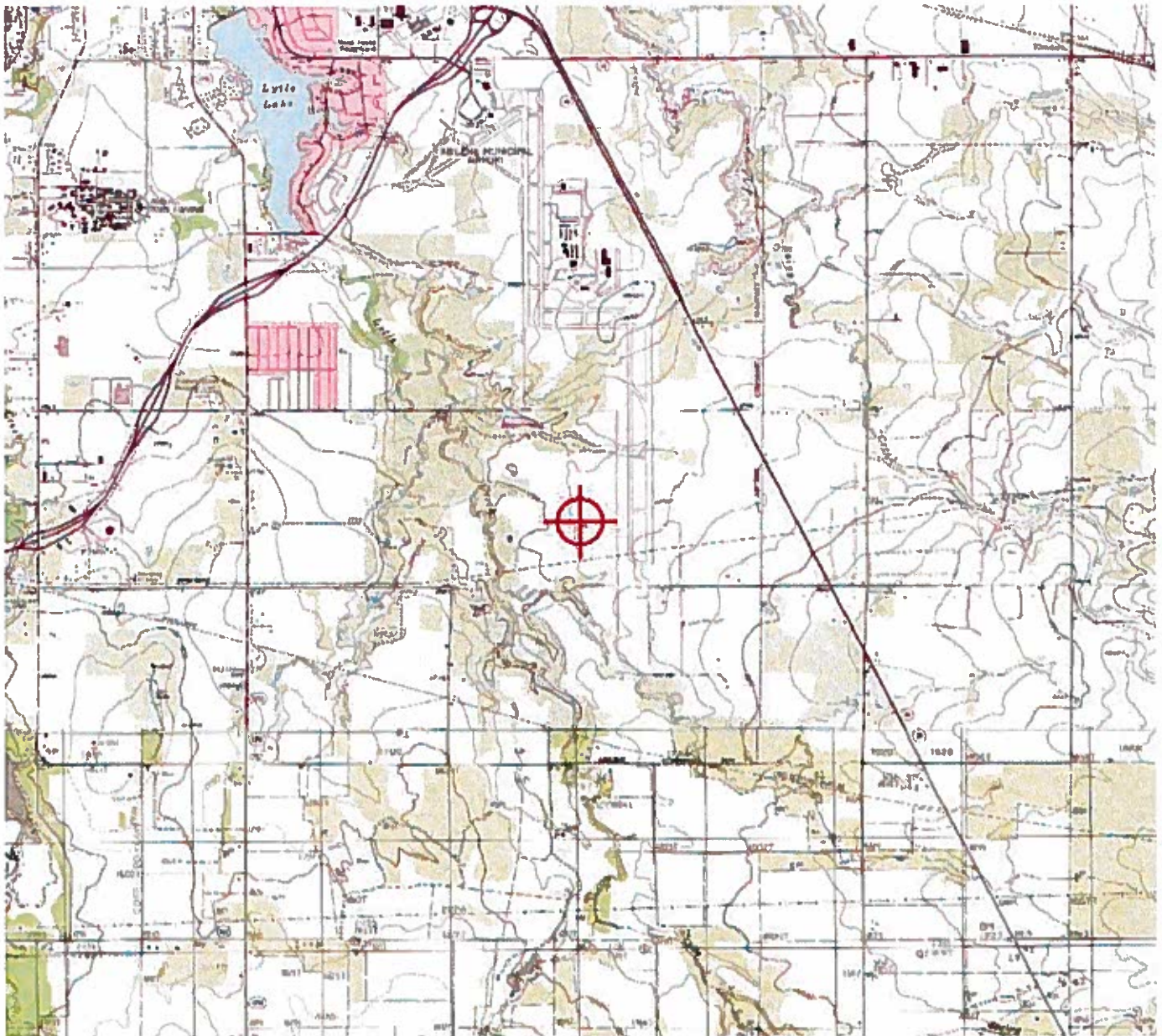
Any failure or malfunction that lasts more than thirty (30) minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867 so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

It is required that the manager of ABILENE RGNL, 325-676-6367 be notified at least 3 business days prior to the temporary structure being erected and again when the structure is removed from the site.

This determination expires on 06/21/2018 unless extended, revised, or terminated by the issuing office.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

TOPO Map for ASN 2016-ASW-11688-OE







**BULLET DEVELOPMENT, LLC**  
**EMERGENCY RESPONSE PLAN**  
**WTRCB #1**  
**ABILENE, TAYLOR COUNTY, TEXAS**

**EMERGENCY PHONE NUMBERS**

OWNERS	MOR DRILLING 325-928-1098
DRILLING SUPERVISOR	DAVID SWEENEY 325-864-2350
FIRE DEPT	325-676-6694
POLICE DEPT	325-673-8331
RRC DIST 7B	325-677-3545

**IN THE EVENT OF A PRESSURE KICK OR BLOWOUT:**

Blowout preventer (Shaffer double ram 11" 3000 capable of closing any size pipe tested on each well) will be closed by rig personnel. Drilling mud weight will be increased to kill well.

**IN THE EVENT OF A FIRE:**

Fire dept will be called by owner, drilling supervisor or rig personnel.

**THIS NOTICE WILL BE POSTED AT DRILLING RIG.**

**Exhibit 1**

Surface Owner:

Jack Denson

Mineral and Royalty Owners:

Bullet Development, West Texas Rehab Center, Ruth Shubert, Loyson Rankin etal



# RAILROAD COMMISSION OF TEXAS OIL & GAS DIVISION

**EXHIBIT 2**

REV. 6/89

## PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER <div style="text-align: right;">820860</div>	DATE PERMIT ISSUED OR AMENDED <div style="text-align: right;">12/20/2016</div>	DISTRICT <div style="text-align: right;">* 7B</div>
API NUMBER <div style="text-align: right;">42 441 34545</div>	FORM W-1 RECEIVED <div style="text-align: right;">12/01/2016</div>	COUNTY <div style="text-align: right;">TAYLOR</div>
TYPE OF OPERATION <div style="text-align: center;">DRILL</div>		ACRES <div style="text-align: right;">360.06</div>
OPERATOR <div style="text-align: right;">106513</div> <div style="text-align: center;">BULLET DEVELOPMENT, LLC 402 CYPRESS SUITE 130 ABILENE TX 79601</div>		NOTICE <div style="text-align: right;">This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No.: <div style="text-align: right;">325 677-3545</div></div>
LEASE NAME <div style="text-align: right;">WTRC B</div>		WELL NUMBER <div style="text-align: right;">1</div>
LOCATION <div style="text-align: center;">MILES WITHIN FROM ABILENE</div>		TOTAL DEPTH <div style="text-align: right;">5,999</div>
SECTION, BLOCK and/or SURVEY SECTION ==> 1                      BLOCK ==>                      ABSTRACT ==> 1094  SURVEY ==> LAL/ REYNOLDS, L A		
DISTANCE--LEASE LINES 667.00 F WEST                      -                      1,997.00 F SOUTH		DISTANCE--NEAREST WELL ON LEASE 0.0
DISTANCE--SURVEY LINES 1,937.00 F EAST                      -                      1,997.00 F SOUTH		

### READ IMPORTANT CONDITIONS AND INSTRUCTIONS ON THE BACK OF THIS FORM

#### FIELD(S) AND LIMITATIONS

\* - SEE FIELD DISTRICT FOR REPORTING PURPOSES

FIELD NAME	LEASE NAME	DEPTH	WELL #	DST
WILDCAT	WTRC B	5,999	1	7B
	ACRES ==> 360.06			
MEP (ELLENBURGER)	WTRC B	5,800	1	7B
	ACRES ==> 360.06			
DAILY TOP OIL = 130 BBLs                      DAILY TOP CSGHEAD GAS LIMIT = 260 MCF				
TAYLOR COUNTY REGULAR	WTRC B	5,999	1	7B
	ACRES ==> 360.06			
** LIMITATIONS **				

THE TOP OIL ALLOWABLE AND CASINGHEAD GAS LIMIT PRINTED HEREON DO NOT CONSTITUTE ASSIGNED ALLOWABLES BUT ARE FOR INFORMATIONAL PURPOSES ONLY.

THE TOP OIL ALLOWABLE AND CASINGHEAD GAS LIMIT IS PRINTED ONLY FOR OIL FIELDS WITHOUT SPECIAL FIELD RULES. BEFORE ANY HYDROCARBONS CAN BE MOVED FROM A LEASE IN THESE FIELDS AN OPERATOR MUST HAVE AN APPROVED CERTIFICATE OF COMPLIANCE (FORM P-4) OR APPROVED REQUEST FOR CLEARANCE (FORM P-8). TOP OIL ALLOWABLES MAY CHANGE AND ANY OVERPRODUCTION OF AN OIL WELL ALLOWABLE MAY BE SUBJECT TO BEING MADE UP.

THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS

\*\*\* PLEASE REFER TO ATTACHMENT \*\*\*

ATTACHMENT  
FOR DRILLING PERMIT NUMBER  
820860

THIS WELL SHALL BE COMPLETED AND PRODUCED IN COMPLIANCE WITH APPLICABLE SPECIAL FIELD OR STATEWIDE SPACING AND DENSITY RULES. IF THIS WELL IS TO BE USED FOR BRINE MINING, UNDERGROUND STORAGE OF LIQUID HYDROCARBONS IN SALT FORMATIONS, OR UNDERGROUND STORAGE OF GAS IN SALT FORMATIONS, A PERMIT FOR THAT SPECIFIC PURPOSE MUST BE OBTAINED FROM ENVIRONMENTAL SERVICES PRIOR TO CONSTRUCTION, INCLUDING DRILLING, OF A WELL IN ACCORDANCE WITH STATEWIDE RULES 81, 95, AND 97.

THE FOLLOWING RESTRICTIONS APPLY TO THE FIELDS SPECIFIED

IF THIS WELL IS COMPLETED SHALLOWER THAN 2000' THEN IT WILL NEED TO UN  
TAYLOR COUNTY REGULAR

DER THE WTRC LEASE 7B-30212 AND NOT THE WTRC B LEASE.  
TAYLOR COUNTY REGULAR

## GROUNDWATER PROTECTION DETERMINATION

Form GW-2



## Groundwater Advisory Unit

Date Issued: 27 December 2016

GAU Number: 163971

Attention: BULLET DEVELOPMENT, LLC  
402 CYPRESS SUITE 130  
ABILENE, TX 79601

Operator No.: 106513

API Number:  
County: TAYLOR  
Lease Name: WTRC B  
Lease Number:  
Well Number: 1  
Total Vertical Depth: 5999  
Latitude: 32.392223  
Longitude: -99.680000  
Datum: NAD27

Purpose: New Drill

Location: Survey-LAL; Abstract-1094; Section-1

To protect usable-quality groundwater at this location, the Groundwater Advisory Unit of the Railroad Commission of Texas recommends:

The interval from the land surface to a depth of 150 feet must be protected.

Note: Unless stated otherwise, this recommendation is intended to apply only to the subject well and not for area-wide use. This recommendation is for normal drilling, production, and plugging operations only. It does not apply to saltwater disposal operation into a nonproductive zone (RRC Form W-14).

This determination is based on information provided when the application was submitted on 12/21/2016. If the location information has changed, you must contact the Groundwater Advisory Unit, and submit a new application if necessary. If you have questions, please contact us at 512-463-2741 or [gau@rrc.texas.gov](mailto:gau@rrc.texas.gov).

Groundwater Advisory Unit, Oil and Gas Division

Form GW-2  
Rev. 02/2014

P.O. Box 12967 Austin, Texas 78771-2967

512-463-2741

Internet address: [www.rrc.texas.gov](http://www.rrc.texas.gov)





# CERTIFICATE OF LIABILITY INSURANCE

**EXHIBIT 2**DATE (MM/DD/YYYY)  
06/24/2016

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).

<b>PRODUCER</b> Philip King Insurance 1323 South Danville Drive Abilene, TX 79605		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 325-673-0192 <b>E-MAIL ADDRESS:</b> philip@alternativeins.com <b>FAX (A/C, No):</b> 325-673-0193	
<b>INSURED</b> Bullet Development, LLC. 402 Cypress Street  Abilene TX 79601		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Ace America Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	A	A	PMGG27026485002	06/25/2016	06/25/2017	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ 2,000,000.00
	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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
With regards to General Liability Coverage, Certificate holder is listed as Additional Insured with Waiver of Subrogation in their favor, where agreed to and required by written contract, subject to provisions and limitations of the policy.  
30 Day cancel provision notice applies.

<b>CERTIFICATE HOLDER</b> City of Abilene Attn: Travis McClure 555 Walnut Street Abilene, TX 79601 Via Fax: 325-676-6460	<b>CANCELLATION</b> 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 
---	--

**BULLET DEVELOPMENT, LLC.  
P.O. BOX 1480  
ABILENE, TX 79604  
(325) 701-7805 OFFICE  
(325) 829-0357 CELL**

January 10, 2017

City of Abilene  
Travis McClure

This is to notify you that Bullet Development, LLC is not required to carry  
Workers Compensation Insurance.

If you have any questions please feel free to contact us.

Respectfully,

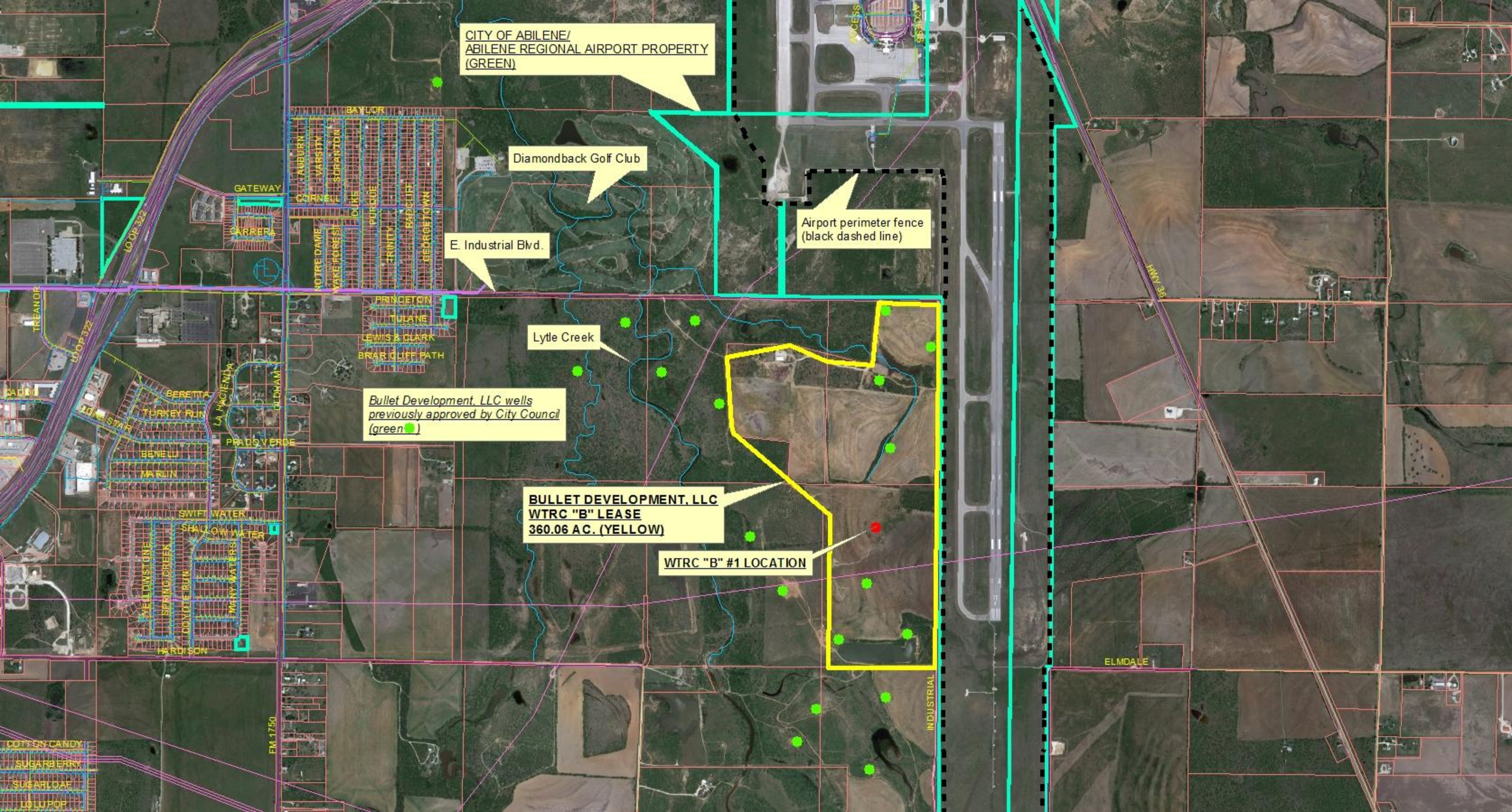
A handwritten signature in black ink, appearing to read 'Larry Wellhausen', with a long horizontal flourish extending to the right.

Larry Wellhausen

#### **EXHIBIT 4**

A \$10,000 Performance Bond or Irrevocable Letter of Credit will be provided by the Applicant/Permit Holder upon approval/granting of the permit by City Council, as allowed by the City's Oil and Gas Ordinance, Chapter 21, Section 21-32. **The drilling permit will not be issued and drilling operations shall not be allowed to commence until the required Performance Bond or Irrevocable Letter of Credit, conditioned to fully comply with Chapter 21, Section 21-32 of the Oil and Gas Ordinance, is provided.**





CITY OF ABILENE/  
ABILENE REGIONAL AIRPORT PROPERTY  
(GREEN)

Diamondback Golf Club

E. Industrial Blvd.

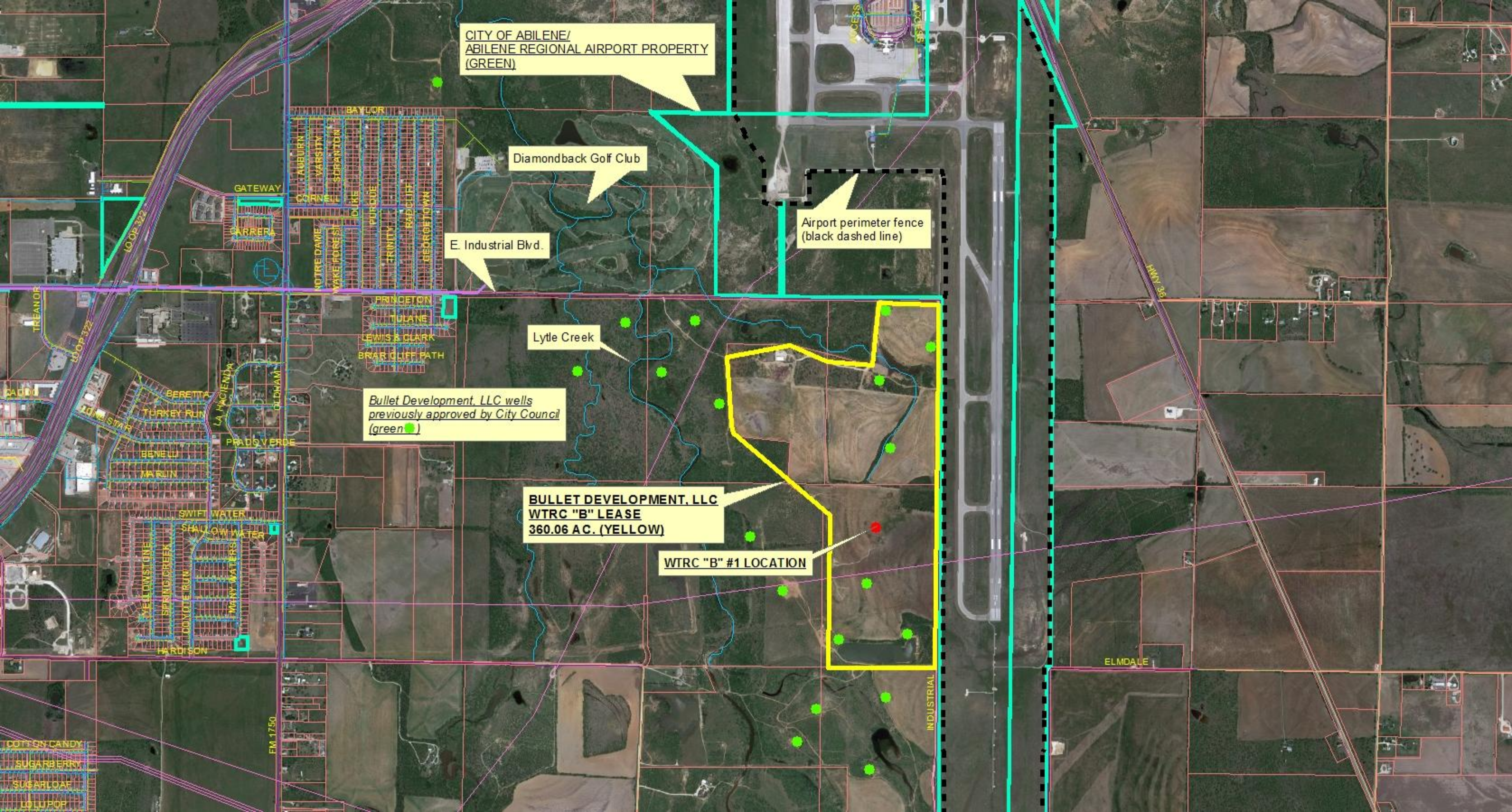
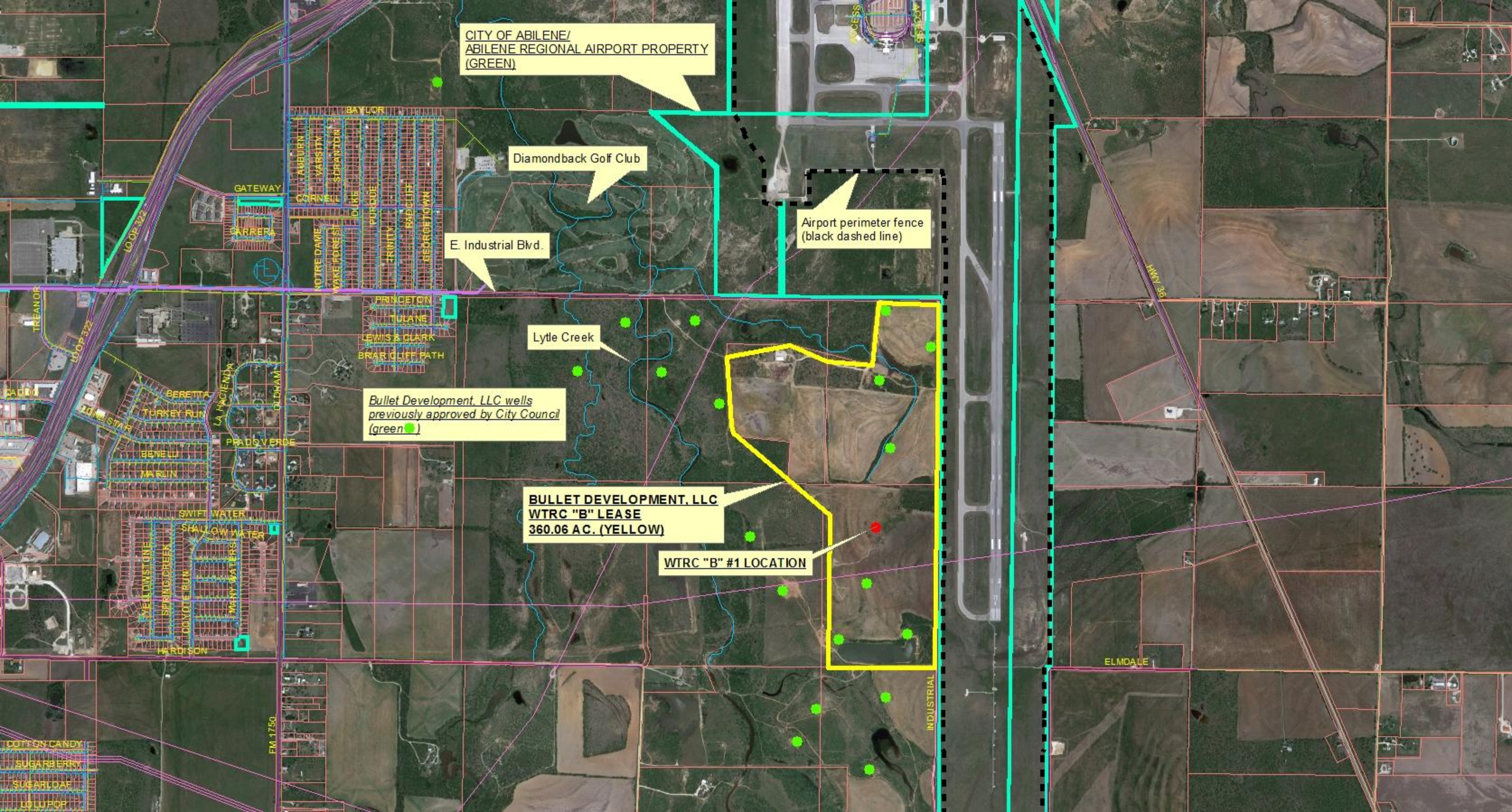
Airport perimeter fence  
(black dashed line)

Lytle Creek

*Bullet Development, LLC wells  
previously approved by City Council  
(green ●)*

**BULLET DEVELOPMENT, LLC  
WTRC "B" LEASE  
360.06 AC. (YELLOW)**

WTRC "B" #1 LOCATION







E. Industrial Blvd.

Lytle Creek

*Bullet Development, LLC wells  
previously approved by City Council  
(green ●)*

**BULLET DEVELOPMENT, LLC  
WTRC "B" LEASE  
360.06 AC. (YELLOW)**

**WTRC "B" #1 LOCATION**

500 ft. property owner notification radius

NOTRE DAME  
WAKE FOREST  
DUKE  
PURDUE  
RADDCLIFFE  
GEORGETOWN

PRINCETON  
TULANE  
TRINITY  
BRAR CLIFF PATH

HWY 36

HARDISON

ELMDALE

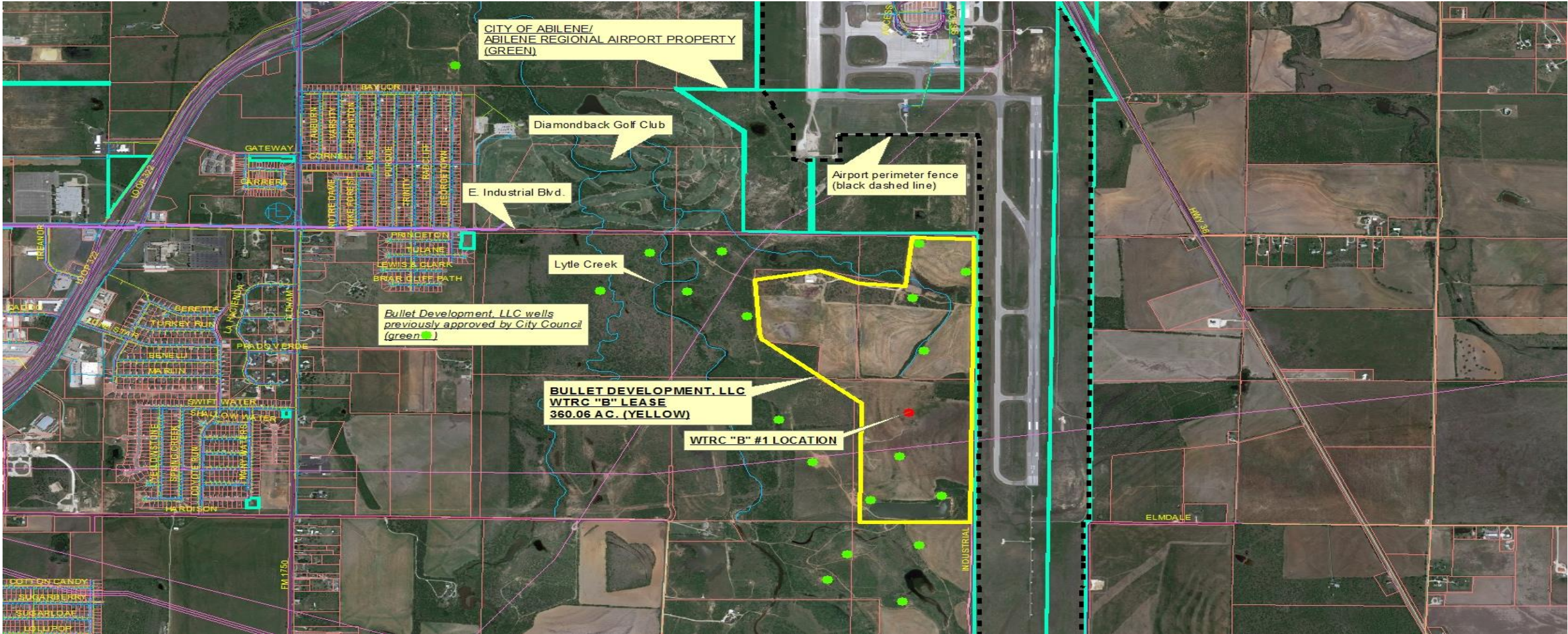


# Permit to Drill and/or Operate an Oil and/or Gas Well (located on E. Industrial Blvd., south of Abilene Regional Airport)

- Bullet Development, LLC submitted an Application/Permit to Drill and/or Operate an Oil and/or Gas Well within the city limits of Abilene. The proposed location is identified as “WTRC B#1”.
- The application has been reviewed and found to be complete.
- All property owners within 500 feet of the proposed location have been notified.
- Staff recommends approval of the Permit To Drill and/or Operate an Oil and/or Gas Well to Bullet Development, LLC, for the “WTRC B#1” location.



# Location Map





Staked Location-Looking Toward South Runway





**City Council  
Agenda Memo**

**City Council Meeting Date: 2/9/2017**

**TO: Robert Hanna, City Manager**

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

**SUBJECT: Resolution: Award of Bid # CB-1723 - South 20th St. Rehabilitation Project (Michael Rice)**

---

**GENERAL INFORMATION**

This Project was advertised as a Public Notice on January 8th & 15th of 2017 with a bid opening dated January 24th 2017. This contract involves the mill and overlay of South 20th St. from Sayles Blvd. to Treadaway Blvd. The contract will also include alley aprons, valley gutters, addition of curb ramps, and areas of curb and gutter replacement throughout the project.

The South 20th St. project is one of the street projects scheduled for this year as part of Proposition 1 of the voter approved 2015 Bond Program.

A portion of South 20th St. is located on the approved Bicycle Plan for the City of Abilene.

**SPECIAL CONSIDERATIONS**

This project has a contract completion time of 80 working days (approx. 4 months, weather permitting).

**FUNDING/FISCAL IMPACT**

Funding for this project is allocated through General Obligation funds.

**STAFF RECOMMENDATION**

Staff recommends bid award to Bontke Brothers Construction Co., Inc., of Abilene Texas in the amount of \$620,707.70.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

Description	Type
❑ Resolution Letter	Resolution Letter
❑ Bid Tab	Backup Material



- ▣ Contract
- ▣ Project Location Map
- ▣ Presentation Slides

Backup Material  
Exhibit  
Presentation

**RESOLUTION NO. \_\_\_\_\_**

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

**WHEREAS**, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the rehabilitation of S. 20<sup>th</sup> St. from Sayles Blvd. to Treadaway Blvd.; and

**WHEREAS**, the project involves the mill and overlay with spot full depth repairs of S. 20<sup>th</sup> St. from Sayles Blvd. to Treadaway Blvd. The contract will also include alley aprons, valley gutters, addition of curb ramps, and areas of curb and gutter replacement throughout the project: and

**WHEREAS**, the following bids were received and opened on the January 24, 2017:

Bontke Brothers Construction Co., Inc., Abilene, Texas	\$620,707.70
Contract Paving Co., Tye, Texas	\$632,137.10
J.H. Strain & Sons Inc., Tye, Texas	\$707,983.60
Nobles Road Construction Inc., Abilene, Texas	\$719,105.15
H.O.S.S. Paving Inc., Colorado City, Texas	\$787,242.60

**WHEREAS**, Bontke Brothers Construction Co., Inc., Abilene, Texas submitted the low bid in the amount of \$620,707.70 with the bid meeting specifications. Staff recommends awarding the bid to the low bidder, Bontke Brothers Construction Co., Inc., 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 \$620,707.70.

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

**ADOPTED** this 9<sup>th</sup> day of February, 2017.

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-1723  
**TIME OF OPENING:** 11:00 A.M.  
**DATE OF OPENING:** January 24, 2017

BONTKE BROTHERS  
CONSTRUCTION  
ABILENE, TX

CONTRACT PAVING CO.  
TYE, TX

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

NOBLES ROAD  
CONSTRUCTION  
ABILENE, TX

H.O.S.S. PAVING, INC  
COLORADO CITY, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	S. 20 <sup>TH</sup> ST. REHABILITATION PROJECT				*620,707.70		632,137.10		707,983.60		719,105.15		787,242.60		
BASE BID					*620,707.70		632,137.10		707,983.60		719,105.15		787,242.60		
DISCOUNT															
TOTAL BID					*620,707.70		632,137.10		707,983.60		719,105.15		787,242.60		

\*NOTES: INDICATES RECOMMENDED AWARD



# CONSTRUCTION CONTRACT

## BACKGROUND

THIS CONTRACT, made February 9, 2017, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Bontke Brothers 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

#### **S. 20<sup>TH</sup> ST. REHABILITATION PROJECT**

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

#### **S. 20<sup>TH</sup> ST. REHABILITATION PROJECT**

All work to be performed will be completed in conformance with (1) Part I and II of the City of Abilene's Standard Specifications for Construction adopted September, 2006 with the attached amendments in these Contract Documents, and (2) the 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 \$620,707.70 (Six hundred twenty thousand seven hundred seven dollars and seventy 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:

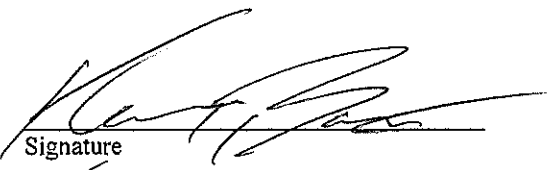
**CONTRACTOR**

Name of Contractor:

Bontke Brothers Construction Co., Inc.

Business Address:

102 College Drive  
Abilene TX 79601

  
Signature

Kenneth Bontke

Name - Typed or Printed

President

Title - Typed or Printed

325 677 6276

Business Phone No.

75 133 1325

Federal Tax I.D.#

ATTEST: (If Corporation)



Corporate Secretary's Signature

Corporate Seal

(if none, write "None") |

**CITY OF ABILENE**

|

\_\_\_\_\_  
Authorized Signature

APPROVED:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Risk Manager

ATTEST:

\_\_\_\_\_  
City Secretary

Seal: |

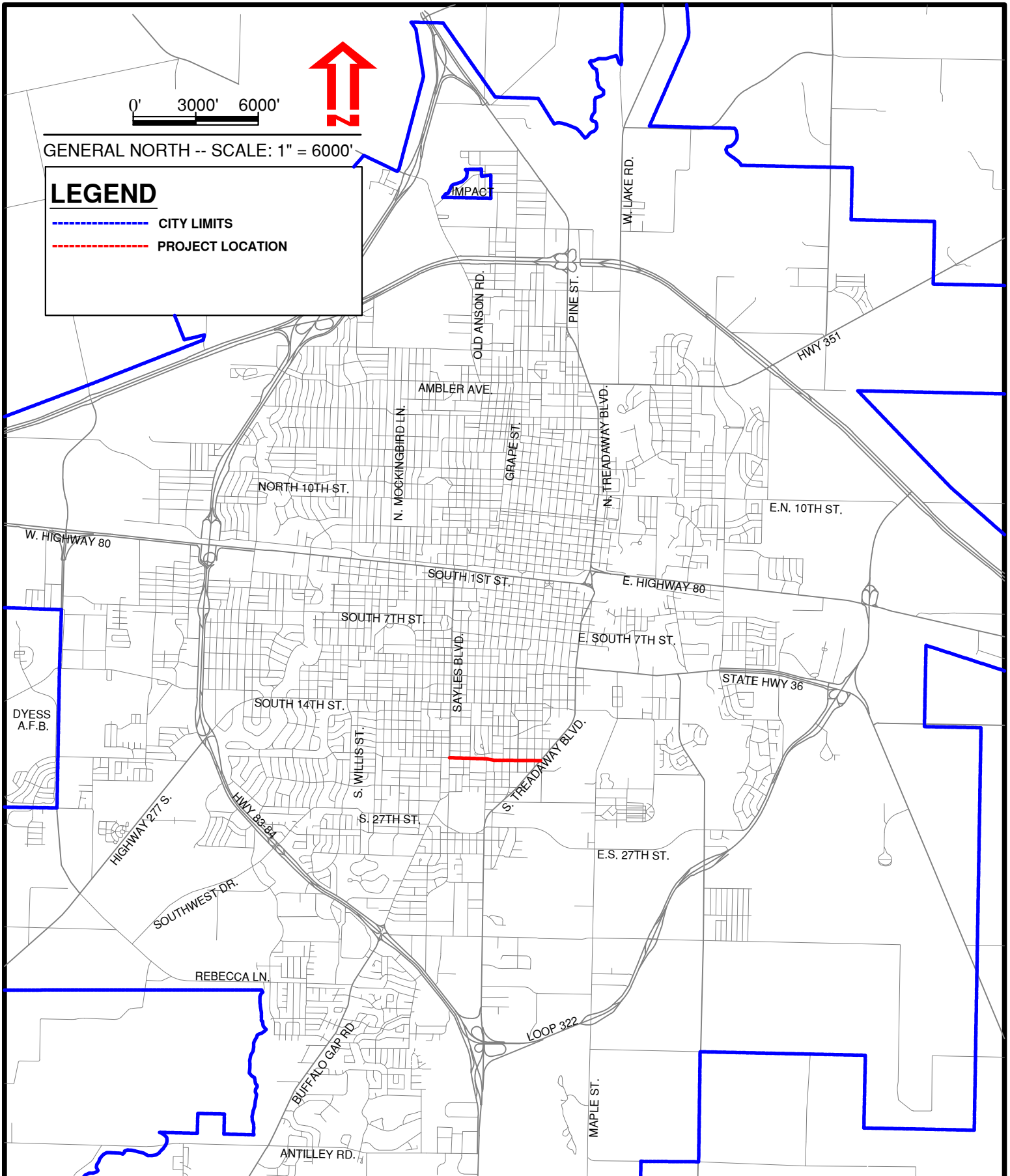
0' 3000' 6000'



GENERAL NORTH -- SCALE: 1" = 6000'

## LEGEND

- CITY LIMITS
- PROJECT LOCATION



Sheet  
1  
OF  
1

CITY OF ABILENE, TEXAS  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION

## SOUTH 20TH STREET REHABILITATION PROJECT

Designed By: M. RICE

Drawn By: M. MILLER

Checked By: M. RICE

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Folder: MISC.  
PROJECTS

Computer File Name:  
S. 20TH ST.  
REHABILITATION

Date: JAN. 2017

# Agenda Item: South 20<sup>th</sup> St. Rehabilitation Project

**Resolution: Bid Award #CB-1723 South 20<sup>th</sup> St. Rehabilitation  
Project. (*Rice*)**





# Agenda Item:

## South 20<sup>th</sup> St. Rehabilitation Project

- Construction Contract for the rehabilitation of South 20<sup>th</sup> St. from Sayles Blvd. to Treadaway Blvd.
- Project Advertised January 8<sup>th</sup> & January 15<sup>th</sup>, Bids Opened January 24<sup>th</sup>.
- Five bids were received.
- Staff recommends award of contract to Bontke Brothers Construction Co., Inc., in the amount of \$620,707.70.



**City Council  
Agenda Memo**

**City Council Meeting Date: 2/9/2017**

**TO: Robert Hanna, City Manager**

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

**SUBJECT: Resolution: Award of Bid # CB-1724 - Central Business District East Side Overlay Project (*Michael Rice*)**

---

**GENERAL INFORMATION**

This Project was advertised as a Public Notice on January 15th & 22nd of 2017 with a bid opening dated January 31st 2017. This contract involves the mill and overlay of North 2nd St., North 3rd St., North 4th St., North 5th St., and North 6th St. from Walnut St. to Treadaway Blvd., and Mesquite St., Plum St., and Ash St. from N. 1st St. to N. 6th St. The contract will also include a under seal, removal of existing rail road track in the paving, segments of sidewalk, and curb ramps.

The Central Business District Hot Mix Project is one of the street projects scheduled for this year as part of Proposition 1 of the voter approved 2015 Bond Program.

**SPECIAL CONSIDERATIONS**

This project has a contract completion time of 80 working days (approx. 4 months, weather permitting).

**FUNDING/FISCAL IMPACT**

Funding for this project is allocated through General Obligation funds.

**STAFF RECOMMENDATION**

Staff recommends bid award to J. H. Strain & Sons, Inc., of Tye Texas in the amount of \$874,384.80.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

Description	Type
❑ Resolution Letter	Resolution Letter
❑ Bid Tab	Backup Material
❑ Contract	Backup Material

- ▣ Project Location Map
- ▣ Presentation Slides

Exhibit  
Presentation



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,  
AWARDING BID TO J.H. STRAIN & SONS, INC., TYE, TEXAS**

**WHEREAS**, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the overlay of the Central Business District Hot Mix East Side; and

**WHEREAS**, the project involves the mill and overlay of all streets in the Central Business District East Side from N. 1<sup>st</sup> St. to N. 6<sup>th</sup> St. and from Walnut St. to Treadaway Blvd. The contract will also include an under seal, removal of existing railroad tracks, sections of sidewalk, and ramps: and

**WHEREAS**, the following bids were received and opened on the January 31, 2017:

J.H. Strain & Sons, Inc., Tye, Texas	\$874,384.80
Nobles Road Construction Inc., Abilene, Texas	\$938,786.40
Bontke Brothers Co., Inc., Abilene, Texas	\$1,090,453.90

**WHEREAS**, J.H. Strain & Sons, Inc., Tye, Texas submitted the low bid in the amount of \$874,384.80 with the bid meeting specifications. Staff recommends awarding the bid to the low bidder, J.H. Strain & Sons, Inc., Tye, 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 \$874,384.80.

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

**ADOPTED** this 9<sup>th</sup> day of February, 2017.

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-1724  
**TIME OF OPENING:** 11:00 A.M.  
**DATE OF OPENING:** January 31, 2017

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

NOBLES ROAD  
CONSTRUCTION, INC.  
ABILENE, TX

BONTKE BROTHERS  
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.	CENTRAL BUSINESS DISTRICT EAST SIDE OVERLAY PROJECT				*874,384.80		938,786.40		1,090,453.90						
BASE BID					*874,384.80		938,786.40		1,090,453.90						
DISCOUNT															
TOTAL BID					*874,384.80		938,786.40		1,090,453.90						

\*NOTES: INDICATES RECOMMENDED AWARD

# CONSTRUCTION CONTRACT

## BACKGROUND

THIS CONTRACT, made February 9, 2017, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and J.H. Strain & Sons, Inc. of the City of Tve, 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

#### **CENTRAL BUSINESS DISTRICT EAST SIDE OVERLAY PROJECT**

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

#### **CENTRAL BUSINESS DISTRICT EAST SIDE OVERLAY PROJECT**

All work to be performed will be completed in conformance with (1) Part I and II of the City of Abilene's Standard Specifications for Construction adopted September, 2006 with the attached amendments in these Contract Documents, and (2) the 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 \$874,384.80 (Eight hundred seventy-four thousand three hundred eighty-four dollars and eighty 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 1, Division 1, 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:

J.H. STRAIN & SONS, INC.

Business Address:

PO BOX 277

TYE, TX 79563

Signature

KENT STRAIN

Name - Typed or Printed

VICE PRESIDENT

Title - Typed or Printed

325 692-0067

Business Phone No.

75-1038129

Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal  
(if none, write "None")

**CITY OF ABILENE**

Authorized Signature

APPROVED:

City Attorney

Risk Manager

ATTEST:

City Secretary

Seal:



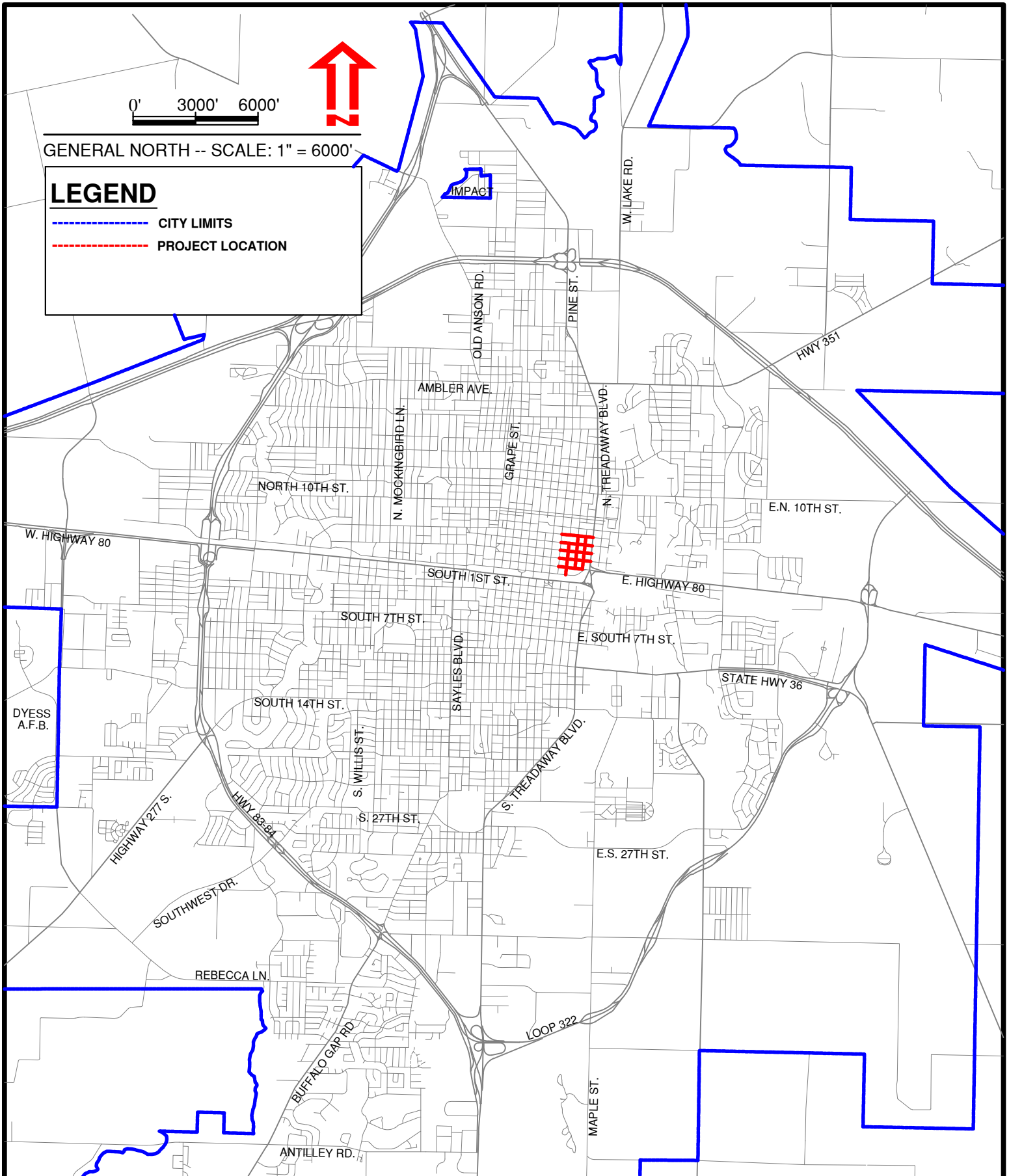
0' 3000' 6000'



GENERAL NORTH -- SCALE: 1" = 6000'

## LEGEND

- CITY LIMITS
- PROJECT LOCATION



Sheet  
1  
OF  
1

CITY OF ABILENE, TEXAS  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION

## CBD EAST SIDE OVERLAY PROJECT

Designed By: M. RICE

Drawn By: M. MILLER

Checked By: M. RICE

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Folder: MISC.  
PROJECTS

Computer File Name:  
CBD EAST SIDE  
OVERLAY

Date: FEB. 2017

# Agenda Item:

## Central Business District East Side Overlay Project

**Resolution: Bid Award #CB-1724 Central Business District East Side  
Overlay Project. (*Rice*)**



## Agenda Item:

# Central Business District East Side Overlay Project

- Construction Contract for the Overlay of streets located between North 1<sup>st</sup> St. to N. 6<sup>th</sup> St. between Walnut St. and Treadaway Blvd.
- Project Advertised January 15<sup>th</sup> & January 22<sup>nd</sup>, Bids Opened January 31<sup>st</sup>.
- Three bids were received.
- Staff recommends award of contract to J.H. Stain & Sons Inc., in the amount of \$874,384.80.





**City Council  
Agenda Memo**

**City Council Meeting Date: 2/9/2017**

**TO: Robert Hanna, City Manager**

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

**SUBJECT: Resolution: Authorizing the City Manager to enter into a Professional Engineering Services agreement with HDR Engineering Inc. for services related to Abilene Stormwater Drainage Master Plan. (*Michael Rice*)**

---

**GENERAL INFORMATION**

The City of Abilene has identified the need for a Master Drainage Plan for the City of Abilene. This contract will include several facets of work including data collection and review, site reconnaissance surveys, flooding problem identification, CIP project development, water quality enhancements, CIP prioritization, financial plan, council presentation, as well as other operations not listed.

**SPECIAL CONSIDERATIONS**

The City of Abilene received proposals on December 30th 2016 in response to a published Request for Proposal (RFP) for the Abilene Master Drainage Plan. Four firms submitted proposals/statement of qualifications, and an internal committee reviewed and evaluated the submittals. The selection committee was made up of the Director of Public Works, the City Engineer, and the Stormwater Services Manager. Each member conducted an evaluation, and then the committee met as a group to score the submittals. Submittals were scored based upon eight criteria: Proposed project approach and methodology (20%), experience and professional qualifications of the project team (15%), experience and qualifications of the consulting firm (15%), previous working relationship with firm (if any) (10%), availability of the firm, start date of project (10%), schedule & timeline outlined for completion (10%), project development process (10%), proximity and familiarity of the project team with Abilene (10%). HDR Engineering Inc. scored the highest and staff selected them for this project.

**FUNDING/FISCAL IMPACT**

The total amount for this Professional Services Contract for Engineering Services is in the amount of \$200,000.00. Funding for this contract will come from Stormwater Services funds.

**STAFF RECOMMENDATION**

Staff recommends City Council approve a resolution authorizing the City Manager to execute an agreement with HDR Engineering, Inc., in the amount of \$200,000.00 for Engineering Services for the Abilene Master Drainage Plan.

## **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

Description	Type
☐ Resolution	Backup Material
☐ 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  
HDR ENGINEERING, INC.**

**WHEREAS**, the City of Abilene made Requests for Proposals (RFP) due by the 30<sup>th</sup> day of December 2016 for development of the Abilene Master Drainage Plan; and,

**WHEREAS**, the following firms turned in proposals and statement of qualifications on December 30<sup>th</sup> 2016:

HDR Engineering, Inc.  
Jacob Martin  
HALFF Associates, Inc.  
Allen Engineering and Science

**WHEREAS**, Local participation and experience working with the City was considered, and individual scores were accumulated and tabulated. HDR Engineering, Inc. was unanimously chosen among the review/selection committee; and,

**WHEREAS**, The City Council authorizes the City Manager to execute an agreement with HDR Engineering, Inc. in the amount of \$200,000.00 for the Engineering Services related to the Abilene Drainage Master Plan.

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

- PART 1. The City Council authorizes the City Manager to execute an agreement with HDR Engineering, Inc.
- PART 2. That the agreement is in the amount of \$200,000.00 for Engineering Services related to the development of the Abilene Drainage Master Plan.
- PART 3. That this Resolution shall take effect immediately from and after passage.

ADOPTED this 9<sup>th</sup> day of February, 2017.

ATTEST:

\_\_\_\_\_  
Danette Dunlap, City Secretary

\_\_\_\_\_  
Norman Archibald, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney





## **PROFESSIONAL SERVICES CONTRACT**

### **ENGINEERS AND ARCHITECTS**

This contract, dated \_\_\_\_\_, 20\_\_\_\_, is between the City of Abilene ("City"), and HDR Engineering, Inc. ("Consultant").

The City wants to contract for Professional Services for the Abilene Stormwater Master Drainage Plan, and the Consultant will provide professional services to assist in accomplishing that objective.

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

### **I. TERMS**

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

### **II. PAYMENT**

Payment is according to Attachment A.

### **III. ASSIGNMENT**

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

### **IV. AMENDMENT OR MODIFICATION**

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

## **V. OWNERSHIP OF DOCUMENTS AND MATERIALS**

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

## **VI. NONDISCLOSURE**

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

## **VII. INDEMNITY**

### **A. Definitions**

**For the purpose of this section the following definitions apply:**

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

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

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

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

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

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

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

## **B. Indemnity**

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

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

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

**The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects.**

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

## **VIII. INSURANCE**

### **A. GENERAL REQUIREMENTS**

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

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

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

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



## B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

1. Name the City as an additional insured on commercial general liability and automobile liability insurance with respect to operations for which this agreement is made.
2. Provide for 30-day advance written notice of cancellation.

## 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 (per claim and in the aggregate)
<u>    </u> 5. See Addendum for Special Coverages and/or revisions	
<u>    </u> 6. No Insurance Required	

## **IX. VENUE, CHOICE OF LAW AND INTERPRETATION**

Venue for any cause of action arising under this contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

## **X. TERMINATION**

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

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

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

## **XI. PROJECT REPRESENTATION**

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

## **XII. NOTICE**

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

**City – Michael G. Rice, P.E.**  
**Public Works Department**  
**P.O. Box 60**  
**Abilene, TX 79604**  
**Phone: 325-676-6284**  
**Fax: 325-676-6460**  
**Email: [Michael.rice@abilenetx.com](mailto:Michael.rice@abilenetx.com)**

**Consultant - ATTN: Curtis Beitel, P.E., CFM**  
**HDR Engineering, Inc.**  
**600 West Sixth Street, Suite 200**  
**Fort Worth, TX 76102-3684**  
**Phone: 817-333-2817**  
**Fax: 817-333-2818**  
**Email: [Curtis.beitel@hdrinc.com](mailto:Curtis.beitel@hdrinc.com)**

### **XIII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES**

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

### **XIV. NO INDEBTEDNESS**

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

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

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

### **XV. EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of the City to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The City affirms that employment decisions shall be made only on the basis of bonafide occupational qualifications. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact as well as an ideal.

### **XVI. VERIFICATION OF EMPLOYMENT ELIGIBILITY**

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

### **XVII. MINORITY AND WOMEN BUSINESS ENTERPRISES**

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 500 Chestnut St., 6<sup>th</sup> floor, Abilene, Texas, 79602, 325-690-0300.



## XVIII. SALES TAX

The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act"), and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Consultant. The Consultant must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Consultant is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the project, tangible personal property purchased for use in the performance of this contract and not completely consumed, or other taxable services used to perform this contract, or other taxes required by law in connection with this contract.

IN WITNESS HEREOF the parties have executed this agreement.

**CITY OF ABILENE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Risk Manager

**HDR ENGINEERING, INC.**

By: 

Title: Vice President

Address: 600 West Sixth St.

Suite 200

Fort Worth, TX 76102  
Phone Number: 817-333-2317

Fax Number: 817-333-2818

Federal Tax I.D.# 47-0680568

ATTEST: (If Corporation)

  
Corporation's Secretary Const. Admin.

Corporate Seal (if available): \_\_\_\_\_

**Attachment A**  
**City of Abilene**  
**Master Drainage Plan**  
**Scope of Work**

**Introduction**

The City of Abilene (City) is developing a Master Drainage Plan, which will guide the City in establishing a stronger storm water management program to reduce current and future flooding and erosion concerns. A final list of Drainage CIP projects will be developed including conceptual design and capital cost estimates of recommended mitigation alternatives. Problem areas that warrant more detailed study will be identified. Several funding alternatives will be identified and described. A final report will be issued and the Master Drainage Plan will be presented to City Council. This scope of work is organized into a series of tasks as shown below:

**Task 1 – Project Management**

General project management will be ongoing through the period of the contract and include items such as development of a Project Guide, preparing contract correspondence, developing monthly status reports, transmitting deliverables, documenting the quality control process, managing sub consultant's work production and other project oversight activities. The final activity of this task is the overall project closeout, which includes a meeting with the City Project Manager.

**Task 1.1 – Project Kick-Off Meeting**

Conduct a project kick-off meeting with City staff. The purpose of the meeting is to review the project scope and schedule, confirm points of contact, establish the schedule for intermediate tasks, confirm billing procedures, and to discuss basic project concepts to be used with the program development process.

Deliverable: A meeting summary, a project directory, and an updated project schedule.

**Task 1.2 - Project Status Meetings**

HDR will attend up to three project status meetings during the estimated 5-month project schedule. To help reduce costs to the City, it is assumed that these meetings will be performed during or adjacent to other project meetings, if possible.

Deliverable: Brief meeting agendas and meeting summaries for each meeting.

**Task 2 – Data Collection and Review**

**Task 2.1 – Collect Existing Data**

Research and collect available information including previous flood studies performed by the City, and Taylor County FEMA effective 2008 DFIRM data, and recent LOMRs. Obtain or verify most current City of Abilene GIS data including aerial imagery, topographic contours, property parcel information, land use, soils data (SURGO), roadways, and utilities coverage. The following is a summary of data that will be collected and reviewed:

1. City staff will provide their latest available data including studies, models, as-built plans and citizen complaints related to recent drainage infrastructure within the study area.
2. Download the 2008 Taylor County DFIRM database from FEMA's Map Service Center.
3. Obtain current effective floodplain hydrologic and hydraulic models, the Taylor County DFIRM database and technical support data from FEMA.
4. Obtain the report, models and database for the Elm Creek Feasibility Study from the Fort Worth USACE.
5. Obtain and catalogue recent LOMRs from FEMA's Map Service Center.
6. City staff will request a current database of FEMA NFIP claims and Repetitive Loss data from FEMA Region 6, and provide it to the project team.
7. Obtain plans and information from TxDOT and Taylor County related to state and county roadway drainage infrastructure within the study area.
8. Review existing data collected and determine the need for additional data required. Coordinate the acquisition of additional data needed with City staff.

In 2014 FEMA Region 6 selected the Upper Clear Fork Brazos Watershed as one of their FY2014-15 RiskMAP Discovery projects, which includes the City of Abilene. Much of the information that the City of Abilene will need to provide in **Task 2.1** above was collected by FEMA during the Discovery process. Support the City in providing the available data to FEMA, and attend the RiskMAP Discovery meeting with City staff.

Deliverable: A data management memo with copies of existing flood related data obtained.

### **Task 2.2 – Collect and Process TNRIS 2014 Topography**

Research and obtain the 2014 LiDAR from TNRIS for Taylor County as described in FEMA's Discovery Report dated December 5, 2014, and trim it down to Abilene's ETJ. Obtain the bare earth points, break lines and processed tagged vector contours, along with the accompanying metadata.

Deliverables: Mass points and breaklines data on CD-ROM; Digital work maps with contours; and Metadata compliant with Federal Geographic Data Committee standards.

### **Task 2.3 – Verify and Run Effective Models**

For each current effective floodplain hydrologic and hydraulic model obtained in **Task 2.1** above, verify the correct version of the software and run the model to verify that the results match the published peak discharges and water surface elevations.

Deliverables: An updated set of current effective hydrologic and hydraulic models.

### **Task 2.4 – Develop GIS Inventory Layers**

As each report is reviewed, develop a polygon in GIS to represent the drainage area studied in that report. Develop a layer in GIS using the stream centerlines to document the status of each hydraulic model, including attributes that include the model name, effective run date. These layers of existing drainage studies and effective models will help identify gaps in the studies, and can also be used by City staff to quickly identify which drainage studies are applicable during plan reviews.

Deliverables: City-wide GIS shapefiles and map of Abilene with a polygon for each study drainage area, and a stream centerline segment to show the extents of each hydraulic model.



### **Task 3 – Field Visit of Creeks and Branches**

After reviewing the studies, and listening to the stakeholder's concerns, a team of engineers will perform a one day visit to view points along Elm Creek, Little Elm Creek, Catclaw Creek, Cedar Creek, Lytle Creek, Rainy Creek and Buck Creek from easily accessible locations (no right of entry coordination). The team will conduct an initial field visit to each creek to assess the condition and capacity of the major drainage system, determine conditions along the floodplains, types and numbers of hydraulic and/or flood-control structures, apparent maintenance or lack thereof of existing hydraulic structures and other parameters needed for the evaluation of choke point areas. Based on the initial field visit, develop a map of the potential choke points.

Deliverable: A memo summarizing the notes and photos taken during the field visit.

### **Task 4 – Evaluate Choke Point Data**

Often the path to an adequate outfall is controlled by a few choke points. Common choke points are culverts or bridges that can become clogged by debris, or undersized culverts across TxDOT roadways or railroad trestles. For each potential choke point identified in **Task 3**, compare computed hydraulic capacities to peak flow results to estimate existing hydraulic capacities in terms of return period storm events (i.e. 10-year storm capacity, 50-year storm capacity, etc.). This information will be used to help determine the relative severity of flood problems for ranking and prioritization of recommended flood mitigation projects.

Deliverable: City-wide GIS shapefiles and map of Abilene with a polygon for each choke point.

### **Task 5 – Workshop to Identify Problem Areas**

The majority of problem areas will be identified initially in the data collection phase through discussions with City engineering, maintenance, and emergency management staff, and review of the previous drainage studies. Other problem areas may be identified based on observations during the field visit in **Task 3** or citizen complaints. Consideration of future development impacts may also aid in characterizing problem areas.

Using the GIS work map from **Task 2.1**, conduct a workshop with City engineering, maintenance, and emergency management staff to complete the list of up to 20 "Problem Areas" throughout Abilene.

Deliverable: Presentation summarizing the existing data and GIS work map of problem areas.

### **Task 6 – Site Reconnaissance and Field Survey**

Conduct a site field reconnaissance visit to each of the up to 20 specific problem area in **Task 5** to assess the contributing drainage area, identify opportunities for source quantity controls, and evaluate the distance to an adequate outfall to get an idea of the improvements required to address the problem area. During the visit keep an eye out for vacant land along the flowpath, which could provide opportunities for detention. Estimate the inundation reductions required to address the problem area.

Once the set of up to 10 structural CIP projects are developed in **Task 8**, conduct additional field surveys, including obtaining finished floor elevations, channel cross sections and/or obtaining the physical dimensions of hydraulic and flood-control structures to support the CIP project development.

Deliverables: A memo summarizing the findings of the field reconnaissance; maps and sketches that provide the detailed survey results; and survey notebook containing cross sections and structural data.

## Task 7 – Workshop to Develop Ranking System

An effective ranking system needs to be straightforward, logical, and reproducible. Our team will work with City staff to develop an appropriate and defensible ranking system. Conduct a workshop with City staff to develop the prioritization criteria to rank the each of the problem areas identified in **Task 5** above. Potential criteria include:

- the number of affected homes
- impacts to emergency access
- potential to solve repetitive flooding or low water crossing concerns
- whether the site is public or private, or if drainage easement acquisition is required
- relative cost of the proposed solution
- permitting considerations
- frequency of public complaints
- localized nuisance flooding

Apply the ranking system to develop an initial prioritization of the problem areas investigated in **Task 6** above.

Deliverable: Technical memorandum describing the ranking system criteria and table showing the initial prioritization of the problem areas.

## Task 8 – CIP Project Development

Prior to evaluating design solutions, consult with City staff to develop a list of potential design solution types that best serve the mission and requirements of the City. The goal is to recommend a set of structural and non-structural drainage CIP projects that are practical, constructible and sustainable. Structural CIP projects may consist of stormwater detention facilities, storm drain improvements, channel improvements and roadway, bridge, and culvert upgrades. Non-structural CIP projects may include grant funded property acquisitions, further coordination with the USACE or partnering with FEMA or TWDB for additional drainage studies to better refine the flood risk.

This scope assumes that the existing models will be suitable to identify several capital improvement projects without the need for additional modeling right away. For the problem areas selected in **Task 5** above, determine drainage areas to key points of interest, hydrologic parameters, and peak runoff rates and volumes for selected return period storm events. To estimate peak flow rates use the current effective floodplain hydrologic and hydraulic models from **Task 2.3** above, supplemented with the Rational Method as necessary. Compare the estimated peak flows to the regional regression equations developed by TxDOT. Use the effective hydraulic models to establish the water surface profiles for creeks and hydraulic capacities of storm drain systems, culverts, bridges, and other hydraulic structures as needed.

Identify and evaluate mitigation solutions for the problem areas in **Task 7** above with the 10 highest priority ranking. Develop conceptual capital cost estimates for implementation of the improvement plans, including construction costs, right-of-way acquisition costs, and soft costs including engineering, survey, easement acquisition and permitting

Deliverable: City-wide GIS shapefiles and map of Abilene with a polygon of the extents of each CIP project along with a section and draft project sheet in the Drainage Master Plan Report.

## **Task 9 – Identify Water Quality Enhancements**

The most cost effective water quality projects are often constructed as enhancements to projects that address water quantity. Some of the conceptual CIP projects in **Task 8** might provide opportunities to also improve water quality, to remove floatables, sediment or other pollutants before they enter the City's MS4 system.

Perform a brief review of water quality data and potential water quality regulations affecting the watersheds in Abilene, including a review of state water quality assessments, current 305(b) and 303(d) listings, and any available storm water monitoring data, with a focus on identifying potential TMDL requirements. Because of the volume of data potentially available, a formal statistical analysis of the data will not be performed; rather data will be reviewed for general trends. Review the 10 CIP projects from **Task 8** for opportunities to enhance water quality.

**Deliverable:** A brief memo identifying pollutants of concern, geographic problem areas, and which of the 10 CIP projects have the potential to include water quality enhancements.

## **Task 10 – Prioritize and Develop 10-Year CIP**

Drainage projects can be more difficult to rank than other public works projects due to the complexity of the factors that might contribute and the numerous possible solutions. Apply the ranking system developed in **Task 7** to prioritize the CIP projects. Once the CIP projects are prioritized, they will be organized into a CIP Plan for the City to accomplish over the next 10 years. Work with the City to target an early project that will yield benefits in public safety as well as stormwater quality - a highly visible project success to help build support for additional funding. Based on anticipated funding and priority, develop a 10-year schedule to implement the drainage CIP projects.

**Deliverable:** A 10-year schedule to implement the drainage CIP projects along with updated project sheets in the Master Drainage Plan Report.

## **Task 11 – Stormwater Utility Financial Plan**

As with any CIP plan, a potential hurdle to implement the projects is finding adequate funding for the design and construction of the improvements. The City has a program of cleaning and mowing the channels with significant success. City staff will provide an estimate of the revenue needs to fund their existing Phase 1 MS4 and stormwater maintenance programs.

Evaluate the latest billing database of residential and commercial water accounts, and use this information to estimate the monthly storm water fee required to fully implement the list of CIP projects over a 10 year time frame.

Investigate a range of potential storm water funding sources, including pay-as-you-go, bond funding, federal and state grants, drainage impact fees, and development driven fees such as inspection fees, permit fees, and review fees. The potential revenue that can be generated from each of these funding sources will be compared to the storm water revenue needs.

**Deliverable:** A section on available funding alternatives in the Master Drainage Plan Report.

## **Task 12 – Road Map and Final Report**

Partner with City staff to discuss potential storm water funding sources and develop a road map for the upcoming years. Strategies that have worked for other cities include the use of a series of Flood Protection Grants for each watershed over a number of years – stretching the available funding. The highest priority CIP projects can also be



included in the 2017 update to the West Texas Hazard Mitigation Plan prepared by the WCTCOG, which will make them eligible for funding under FEMA's Hazard Mitigation Grant Program.

Draft a report to document the analysis methods used and conclusions reached regarding potential CIP projects. In addition to a general GIS-based location map for each project, an 8.5 inch by 11 inch exhibit will be prepared for each project documenting basic project features. Preliminary opinions of project cost and other project prioritization factors for each project will also be included in the report.

Receive the City's review comments, incorporate the appropriate changes and produce the final report.

Deliverable: One .pdf of the draft Master Drainage Plan Report and 6 hardcopies and 1 pdf of the final Master Drainage Plan Report.

### **Task 13 – Stormwater Stakeholders Meetings**

It is important to identify and engage the stakeholders early on, so that their concerns can be considered and incorporated into the plan – rather than just trying to address them at the end. The stakeholders will also develop an appreciation of the funding limitations during this process, and our goal will be to encourage them to become advocates for increasing drainage funding so that the City can address more of the problems.

Assist the City in establishing the Storm Water Stakeholders Group, comprised of representatives from City staff, City Council, and/or business professional organizations. Facilitate three two-hour meetings of the Storm Water Stakeholders Group. The content of these presentations is anticipated to consist of:

1. First meeting: Will occur within the first month of the project, and will present the initial drainage data, and will seek to listen to and document the stakeholder's drainage concerns.
2. Second meeting: Will occur after the Flooding Problem Areas have been identified in **Task 5** above, present the initial assessment of each problem area for discussion and input.
3. Third meeting: Once the Road Map in **Task 12** is complete, the problem area rankings and the proposed 10-year Drainage CIP for Abilene will be presented.

The City will develop an initial list of stakeholders for the project team to review. The City will be responsible for coordinating and providing the meeting location and scheduling the meeting with the stakeholder group members.

Deliverable: For each meeting, a 20-30 minute PowerPoint presentation and a meeting summary.

### **Task 14 – City Staff / Council Presentation**

Make two presentations to the City Staff and/or Council during the project. The content of these presentations is anticipated to consist of:

- After the Flooding Problem Areas have been identified in **Task 5** above, present the initial assessment of each problem area for discussion and input.
- Once the Road Map in **Task 12** is complete, the problem area rankings, proposed 10-year Drainage CIP, Stormwater Utility Financial Plan and Road Map for Abilene will be presented.

Deliverable: Presentation, with supporting reports and exhibits for each City Staff member or City Council member at the presentation.

## **Project Payment Schedule**

The Consultant shall be compensated a total lump sum fee of \$200,000.00. This total lump sum fee shall be considered full compensation for the services described in Attachment A, including all labor materials, supplies, and equipment necessary to deliver the services.

Compensation shall be based on the estimated physical percent complete of each task, considering actual hours of work and/or time devoted.

Invoices will be prepared in accordance with Consultant's standard invoicing practices and will be submitted to City on a monthly basis, accompanied by a status report that describes the progress completed in that month and the activities anticipated during the next month.

## **Project Timeline**

The major milestones of the project schedule are listed below. The City should be notified if any schedule disruptions are anticipated.

Notice to Proceed	2/13/2017
Flooding Problem Identification	3/24/2017
CIP Project Development	4/28/2017
Delivery of Final Report	5/26/2017

# **Agenda Item: Abilene Stormwater Drainage Master Plan**

**Resolution: Authorizing City Manager to enter into a Professional Services Contract with HDR Engineering, Inc. (*Rice*)**





# Agenda Item:

## Abilene Stormwater Drainage Master Plan

- Abilene received 4 Proposals for the Stormwater Drainage Master Plan on December 30, 2016.
- All proposals were evaluated by a selection committee consisting of the Director of Public Works, City Engineer, and the Stormwater Services Manager.
- All evaluators ranked HDR Engineering, Inc. as the best proposal received.
- Staff recommends approval of the Professional Services contract with HDR Engineering, Inc. in the amount of \$200,000.





**City Council  
Agenda Memo**

**City Council Meeting Date: 2/9/2017**

**TO: Robert Hanna, City Manager**

**FROM: Stan Standridge, Chief of Police**

**SUBJECT: Resolution: Authorize use of Police Patrol Seized Funds (*Stan Standridge*)**

---

**GENERAL INFORMATION**

The Police Department originally budgeted \$15,000 for minor tools and equipment in Patrol Seized Funds, which Council approved as part of the FY 16-17 budget. However, an additional \$15,000 is needed for the purchase of additional body-worn cameras and related equipment. The City Council had previously authorized the purchase of 134 body-worn cameras for the Police Department and the Marshals Division. A grant was obtained that reimbursed more than \$99,000 of those expenses. However, the grant mandated that all cameras be assigned to front-line officers only, such as the Patrol Division and the Traffic Division. Therefore, the Department will use seized funds to purchase additional cameras, docking stations, and mounting brackets and clips, to equip detectives and other personnel on an as needed basis.

**SPECIAL CONSIDERATIONS**

Chapter 59 of the Texas Code of Criminal Procedure requires approval of the governing board before seized funds can be expended.

**FUNDING/FISCAL IMPACT**

The purchases will not exceed \$15,000.

**STAFF RECOMMENDATION**

Staff recommends that the City Council approve the use of seized funds to further develop the Department's existing body-worn camera program.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

Description	Type
❑ Resolution	Cover Memo
❑ Presentation	Presentation





**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,  
AUTHORIZING THE ABILENE POLICE DEPARTMENT TO PURCHASE BODY-WORN  
CAMERAS AND RELATED EQUIPMENT USING SEIZED FUNDS**

**WHEREAS**, this City Council finds the Abilene Police Department Patrol Seized Fund object has more than \$15,000 in revenue; and

**WHEREAS**, body-worn cameras are necessary items, essential to the services provided by the Abilene Police Department; and

**WHEREAS**, the City recently purchased 134 body-worn cameras for the Patrol and Traffic Divisions, as well as the Marshals Division.

**WHEREAS**, additional monies are needed to provide more body-worn cameras for officers assigned to investigative units and officers working police recoverable jobs throughout the City

**WHEREAS**, seized / forfeited funds can be allocated for legitimate law enforcement purposes; and

**WHEREAS**, the City Council must approve a budget listing and defining categories of items purchased using seized funds.

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

PART 1: Council authorizes the use of up to \$15,000 of seized funds to purchase body cameras and related equipment.

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

Adopted the \_\_\_\_\_ day of February, 2017

ATTEST:

\_\_\_\_\_

Danette Dunlap, City Secretary

\_\_\_\_\_

Norman Archibald, Mayor

APPROVED:

\_\_\_\_\_

Stanley Smith, City Attorney

# **Authorization to spend Patrol seized/forfeited funds**

Chief Stan Standridge



# Tx CCP Ch 59

- Property that is contraband is subject to seizure and forfeiture under this chapter. This includes proceeds that are gained from the commission of an offense.
- Attorney for the State may file for judgement (forfeiture) within 30 days of seizure.
- If the awarded forfeiture includes proceeds (70/30 split with DA's Office), they must be used for law enforcement purpose.
- Governing body must approve a budget that lists and defines categories of expenditures.





- Watch Guard Vista HD - current models of body-worn cameras that are issued to front-line personnel.
- Each camera costs \$995
- Must also purchase Evidence Library Software and Licensing for these additional cameras, as well as a transfer station (for docking and uploading videos)
- The Department will still need 82 cameras before all sworn are equipped.



# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 2/9/2017**

**TO: Mayor & Council**

**FROM: Robert Hanna, City Manager**

**SUBJECT: Resolution: Supporting House Bill 1529 and Senate Bill 729 of the 85th Regular Legislative Session, relating to the authority of certain municipalities to pledge certain tax revenue for the payment of obligations related to hotel projects. (*Robert Hanna*)**

---

**GENERAL INFORMATION**

The City of Abilene intends to build a qualifying hotel project as contemplated under Section 351.102 (b) of the Tax Code. Representative Stan Lambert has introduced HB 1529 and Senator Dawn Buckingham has introduced Senate Bill 729. Both bills will extend to Abilene the ability to receive the State's portion of the hotel occupancy tax generated by a qualifying hotel project, and the State's portion of the local sales and use tax generated by a qualifying hotel project and to use these two revenue streams for the payment of bonded indebtedness associated with the qualifying hotel project.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

This bill does not levy any new taxes, it simply allows the State's portions of taxes already levied to be used for a qualifying hotel project. There is no financial impact to the City of Abilene by the passage of this bill. In the event the bill passes and the City does undertake a qualifying hotel project, the City's allocation of hotel occupancy taxes could not be reduced to less than the previous 36 month average before the qualifying hotel project was built. This prohibition would remain in effect for no longer than ten year's. Under this program a qualifying hotel project can only use the State's resources for ten years.

**STAFF RECOMMENDATION**

Staff recommends approval of the resolution as submitted.

**BOARD OR COMMISSION RECOMMENDATION**

Not applicable.

**ATTACHMENTS:**

Description	Type
□ HB1529	Cover Memo



- ▣ SB729
- ▣ Slide
- ▣ Resolution

Cover Memo

Cover Memo

Cover Memo

By: Lambert

H.B. No. 1529

A BILL TO BE ENTITLED

AN ACT

relating to the authority of certain municipalities to pledge certain tax revenue for the payment of obligations related to hotel projects.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 351.102, Tax Code, is amended by amending Subsections (b), (c), and (d) and adding Subsection (e) to read as follows:

(b) An eligible central municipality, a municipality with a population of 173,000 or more that is located within two or more counties, a municipality with a population of 96,000 or more that is located in a county that borders Lake Palestine or contains the headwaters of the San Gabriel River, or a municipality with a population of at least 99,900 but not more than 111,000 that is located in a county with a population of at least 135,000 may pledge the revenue derived from the tax imposed under this chapter from a hotel project that is owned by or located on land owned by the municipality or, in an eligible central municipality, by a nonprofit corporation acting on behalf of an eligible central municipality, and that is located within 1,000 feet of a convention center facility owned by the municipality for the payment of bonds or other obligations issued or incurred to acquire, lease, construct, and equip the hotel and any facilities ancillary to the hotel, including convention center entertainment-related

1 facilities, meeting spaces, restaurants, shops, street and water  
 2 and sewer infrastructure necessary for the operation of the hotel  
 3 or ancillary facilities, and parking facilities within 1,000 feet  
 4 of the hotel or convention center facility. For bonds or other  
 5 obligations issued under this subsection, an eligible central  
 6 municipality or a municipality described by this subsection or  
 7 Subsection (e) may only pledge revenue or other assets of the hotel  
 8 project benefiting from those bonds or other obligations.

9 (c) A municipality to which Subsection (b) or (e) applies is  
 10 entitled to receive all funds from a project described by this  
 11 section that an owner of a project may receive under Section  
 12 151.429(h) of this code, or Section 2303.5055, Government Code, and  
 13 may pledge the funds for the payment of obligations issued under  
 14 this section.

15 (d) Except as provided by this subsection, an eligible  
 16 central municipality or another municipality described by  
 17 Subsection (b) or (e) that uses revenue derived from the tax imposed  
 18 under this chapter or funds received under Subsection (c) for a  
 19 hotel project described by Subsection (b) may not reduce the  
 20 percentage of revenue from the tax imposed under this chapter and  
 21 allocated for a purpose described by Section 351.101(a)(3) to a  
 22 percentage that is less than the average percentage of that revenue  
 23 allocated by the municipality for that purpose during the 36-month  
 24 period preceding the date the municipality begins using the revenue  
 25 or funds for the hotel project. This subsection does not apply to  
 26 an eligible central municipality described by Section  
 27 351.001(7)(D).



1       (e) In addition to the municipalities described by  
2 Subsection (b), that subsection also applies to a municipality with  
3 a population of at least 110,000 but not more than 135,000 at least  
4 part of which is located in a county with a population of not more  
5 than 135,000.

6       SECTION 2. This Act takes effect immediately if it receives  
7 a vote of two-thirds of all the members elected to each house, as  
8 provided by Section 39, Article III, Texas Constitution. If this  
9 Act does not receive the vote necessary for immediate effect, this  
10 Act takes effect September 1, 2017.

By: Buckingham

S.B. No. 729

A BILL TO BE ENTITLED

AN ACT

relating to the authority of certain municipalities to pledge certain tax revenue for the payment of obligations related to hotel projects.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 351.102, Tax Code, is amended by amending Subsections (b), (c), and (d) and adding Subsection (e) to read as follows:

(b) An eligible central municipality, a municipality with a population of 173,000 or more that is located within two or more counties, a municipality with a population of 96,000 or more that is located in a county that borders Lake Palestine or contains the headwaters of the San Gabriel River, or a municipality with a population of at least 99,900 but not more than 111,000 that is located in a county with a population of at least 135,000 may pledge the revenue derived from the tax imposed under this chapter from a hotel project that is owned by or located on land owned by the municipality or, in an eligible central municipality, by a nonprofit corporation acting on behalf of an eligible central municipality, and that is located within 1,000 feet of a convention center facility owned by the municipality for the payment of bonds or other obligations issued or incurred to acquire, lease, construct, and equip the hotel and any facilities ancillary to the hotel, including convention center entertainment-related

1 facilities, meeting spaces, restaurants, shops, street and water  
2 and sewer infrastructure necessary for the operation of the hotel  
3 or ancillary facilities, and parking facilities within 1,000 feet  
4 of the hotel or convention center facility. For bonds or other  
5 obligations issued under this subsection, an eligible central  
6 municipality or a municipality described by this subsection or  
7 Subsection (e) may only pledge revenue or other assets of the hotel  
8 project benefiting from those bonds or other obligations.

9 (c) A municipality to which Subsection (b) or (e) applies is  
10 entitled to receive all funds from a project described by this  
11 section that an owner of a project may receive under Section  
12 151.429(h) of this code, or Section 2303.5055, Government Code, and  
13 may pledge the funds for the payment of obligations issued under  
14 this section.

15 (d) Except as provided by this subsection, an eligible  
16 central municipality or another municipality described by  
17 Subsection (b) or (e) that uses revenue derived from the tax imposed  
18 under this chapter or funds received under Subsection (c) for a  
19 hotel project described by Subsection (b) may not reduce the  
20 percentage of revenue from the tax imposed under this chapter and  
21 allocated for a purpose described by Section 351.101(a)(3) to a  
22 percentage that is less than the average percentage of that revenue  
23 allocated by the municipality for that purpose during the 36-month  
24 period preceding the date the municipality begins using the revenue  
25 or funds for the hotel project. This subsection does not apply to  
26 an eligible central municipality described by Section  
27 351.001(7)(D).



1       (e) In addition to the municipalities described by  
2 Subsection (b), that subsection also applies to a municipality with  
3 a population of at least 110,000 but not more than 135,000 at least  
4 part of which is located in a county with a population of not more  
5 than 135,000.

6       SECTION 2. This Act takes effect immediately if it receives  
7 a vote of two-thirds of all the members elected to each house, as  
8 provided by Section 39, Article III, Texas Constitution. If this  
9 Act does not receive the vote necessary for immediate effect, this  
10 Act takes effect September 1, 2017.

## **Resolution:**

Supporting House Bill 1529 of the 85th Regular Legislative Session, relating to the authority of certain municipalities to pledge certain tax revenue for the payment of obligations related to hotel projects



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, SUPPORTING HB1529 AND SB729, RELATING TO THE AUTHORITY OF CERTAIN MUNICIPALITIES TO PLEDGE CERTAIN TAX REVENUE FOR THE PAYMENT OF OBLIGATIONS RELATED TO HOTEL PROJECTS.

WHEREAS, the City of Abilene intends to build a qualifying hotel project as contemplated under Section 351.102 (b) of the Tax Code; and,

WHEREAS, the State of Texas has previously allowed eligible central municipalities as described in Section 351.102 (b) of the Tax Code to pledge certain revenues authorized under Section 151.429 (h) of the Tax Code, as well as those revenues authorized under Section 2303.5055 of the Government Code for the payment of debt obligations associated with a qualifying hotel project; and,

WHEREAS, the City of Abilene is desirous of receiving the same rights and benefits as other eligible central municipalities; and,

WHEREAS, Representative Stan Lambert has introduced HB 1529 and Senator Dawn Buckingham has introduced SB 729, allowing a municipality of at least 110,000 but not more than 135,000 at least part of which is located in a county with a population of not more than 135,000 to receive the rights and benefits of an eligible central municipality; and,

WHEREAS, if HB 1529 and SB 729 are passed the qualifying hotel project will serve as a catalyst project for downtown Abilene's current and ongoing renewal efforts; now therefore,

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

PART 1: That the City Council of the City of Abilene, Texas, supports the efforts of Representative Stan Lambert in his sponsorship of HB 1529 and Senator Dawn Buckingham in her sponsorship of SB 729, relating to the authority of certain municipalities to pledge certain tax revenue for the payment of obligations related to hotel projects.

PART 2: That the City Council of the City of Abilene, Texas, urges the members of the Texas House of Representatives to pass HB 1529 for economic benefit of the State of Texas and the City of Abilene, and the Texas Senate to pass the same through SB 729.

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2017.

ATTEST:

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor



APPROVED:

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City Attorney



**City Council  
Agenda Memo**

**City Council Meeting Date: 2/9/2017**

**TO: Mayor & City Council**

**FROM: Danette Dunlap, City Secretary**

**Resolution: Appointing members to various boards and commissions per the City Charter. *(Dunlap)***

**SUBJECT:**

- *Animal Services*
- *Development Corporation of Abilene (DCOA)*
- *Library Board*
- *Frontier Texas!*
- *Office of Neighborhood Services Advisory Council*
- *Planning and Zoning Commission*
- *Tax Increment Reinvestment Zone (TIRZ)*

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**GENERAL INFORMATION**

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

Description	Type
☐ Resolution	Resolution Letter

- ▣ Suggestion Dr. Houser
- ▣ Library Suggestion
- ▣ New appointment Frontier Texas
- ▣ ONS Appointment McMurry
- ▣ Slide

Backup Material  
Backup Material  
Backup Material  
Cover Memo  
Cover Memo



RESOLUTION NO. \_\_\_\_\_-2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,  
APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMISSIONS AS REQUIRED BY  
THE CHARTER OF THE CITY OF ABILENE AND STATUTES OF THE STATE OF TEXAS**

**WHEREAS**, the Charter of the City of Abilene and the Statutes of the State of Texas require that certain Boards and Commissions be established with a portion of the memberships thereof to be filled by appointment each year; and

**WHEREAS**, the City Council is of the opinion that the following members should be appointed to the designated Boards and Commissions, and has requested the Mayor to appoint same with the approval of the Council.

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

**PART 1:** That the list of Members is attached hereto as Exhibit A, shall be in all things, approved.

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

**PASSED** this 9<sup>th</sup> day of February, A.D. 2017.

ATTEST:

\_\_\_\_\_  
Danette Dunlap, TRMC  
City Secretary

\_\_\_\_\_  
Norm Archibald  
Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith  
City Attorney

**New Appointment Form****MEMORANDUM**

January 17, 2017

**TO:** Danette Dunlap, City Secretary

**FROM:** Mirenda Walden, Animal Services Director

**SUBJECT:** Board **Appointment** Recommendation

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**Board:** *Animal Services Advisory Board*

**Creation and Purpose**

Created in accordance with Article 677, effective on September 1, 1982, relating to standards for certain animal shelters and the care of animals to assist the City in an advisory capacity, in complying with the regulations of the Article. The initial committee was appointed on August 12, 1982.

Resolution No. 31-2006 adopted by Council on September 14, 2006 changed the board's name from the Animal Control Advisory Committee to the Animal Services Advisory Board.

**Composition**

Section 4 of Article 677 requires that the composition of the Committee be as follows:

- 1 Licensed veterinarian
- 1 County or City official
- 1 Individual with duties relative to daily operation of the animal shelter
- 1 Representative from an animal welfare organization
- 3 year term.

**Meeting Schedule**

At least three times a year.

**Synopsis of vacancies:** Vacancy of a licensed veterinarian and board chair.

**Board Chair:** Vacant

**Board Chair Recommendation:** Dr. Callan did not have a specific recommendation for a replacement.

**Staff Contact:** Mirenda Walden

**Staff Recommendation:** Staff recommends the appointment of Dr. Andrew Houser with Frontier Veterinary Clinic. Staff is very appreciative of Dr. Callan's numerous years of service. Dr. Houser is a dynamic veterinarian who has been professional and helpful to Animal Services whenever called upon. He is eager to use his professional training to better serve the community of Abilene.

**Recommendation:**

*Appoint:*

**Name/Title:** Dr. Andrew Houser, DVM

**Place of Employment:** Frontier Veterinary Clinic

**Mailing Address:** 3401 S. Treadaway Blvd. Abilene, Tx 79602

**Home Address:** 1134 Santos St. Abilene, Tx 79605

**Home Phone:** 512-227-4559

**Business Phone:** 325-698-4900

**Race:** Caucasian

**Gender:** Male

**Position Previously Held by:** Dr. Jack Callan

**Vacancy Due to:** Dr. Callan is not seeking reappointment. He was first appointed in 1982.

**Service as Alternate:** N/A

**Date Potential Board Member was Contacted:** January 10, 2017

**Comments:** N/A



## **SUGGESTION FORM**

**To: Mayor Archibald**  
**From: Staff Contact / Director**  
**Subject: Suggestions for Board appointments / re-appointments**

**Board Name:** Library Advisory Board

**Suggestions:** Recommend the following individual be appointed to the Library Advisory Board

Dennis C. Billig, Deputy Commander, 7<sup>th</sup> Force Support Squadron, Dyess AFB, TX

Mr Billig has a vested interest in Dyess AFB and the local Abilene community. As one of the highest ranking civilians on Dyess AFB and Deputy, 7<sup>th</sup> Force Support Squadron, Mr Billig is responsible for all recreation facilities and programming, several dining operations, and educational and Library operations. He has over 30 years of Air Force experience, most within the Services and Personnel career fields. Mr Billig is responsible for the morale and welfare of all of Team Dyess and has had a major impact on improving operations for all base personnel and their families.

Because of the close connection between Abilene Public Library and the Force Support Squadron at DAFB, staff highly recommend Mr. Billig be appointed to the Library Advisory Board. His presence on that board will strengthen even further our cooperative connections and help us to expand and improve library service to the entire Abilene community.

CITY OF ABILENE, TEXAS

New Appointment Form

MEMORANDUM

Date: January 24, 2017

**TO:** Danette Dunlap, City Secretary  
**FROM:** Jeff Salmon, Executive Director - Frontier Texas!  
**SUBJECT:** Board Appointment Recommendation

**Board:** The business and affairs of the Corporation and all corporate powers shall be exercised by or under authority of the Board of Directors, subject to the Texas Business Corporation Act, the Articles of Incorporation, and these By-Laws. The Board of Directors shall have full charge of the property and business of the Corporation, with full power and authority to manage and to conduct the same. The Board of Directors may, by contract, resolution, or otherwise, give general or limited or special power and authority to the officers and agents of the Corporation to transact the general business or any special business of the Corporation. The Board of Directors shall be composed of fifteen (15) voting members. Fourteen (14) members will be at large and one (1) City Representative that will be a member of the City Council of the City of Abilene or the City Manager or an Assistant City Manager. The at large Directors of the Corporation shall be nominated by the Board of Directors and appointed by the Mayor with the approval of the City Council of the City of Abilene, Texas. The following shall be Ex-Officio Directors without vote:

- a. The Taylor County Judge or a Taylor County Commissioner.
- b. The Mission Support Group Commander from Dyess Air Force Base or his/her designee.
- c. The general manager or an executive officer of the Abilene Convention and Visitors Bureau.
- d. The general manager or an executive officer of the Abilene Cultural Affairs Council.
- e. The general manager or an executive officer of the Texas Midwest Community Network.
- f. The general manager or an executive officer of the Texas Forts Trail.
- g. The general manager or an executive officer of the Taylor County Expo Center.
- h. A representative of the Abilene Downtown Association.
- i. A representative of the Western Heritage Classic Board.
- j. The Executive Director of Frontier Texas!, Inc., who shall also be responsible for carrying out the day-to-day operations of the corporation.
- k. The Past President of Frontier Texas!, Inc.

The at large Directors appointed in paragraph 4.02 above shall hold their office for a term of three (3) years or until their successors are nominated by the Board of Directors and appointed by the Mayor and City Council. All Directors shall serve at the pleasure of the Mayor and shall serve no more than six (6) years, except that the City representative, Directors who are also officers of the Corporation, Ex-Officio Directors, and initial Directors serving less than a three year initial term may exceed the six (6) year limit. The members of the Board of Directors shall have staggered terms.

**Synopsis of vacancies:** The board position was vacated through expired term.

**Board Chair:** Randy Burchell

**Board Chair Recommendation:** Due to the needs of the organization and this person's qualifications, the Frontier Texas! Board Chair recommends Brad Birchum be appointed to fill the vacant board position on the Board of Directors for a term of 2 years with said term expiring February 2019.

**Staff Contact:** Jeff Salmon

**Staff Recommendation:** Due to the needs of the organization and this person's qualifications, the Frontier Texas! Executive Director recommends Brad Birchum be appointed to fill the vacant board position on the Board of Directors for a term of 2 years with said term expiring February 2019.

**Recommendation:** Appoint:

**Name/Title:** Brad Birchum

**Place of Employment:** Taylor County Commissioner, Precinct 3

**Mailing Address:** 300 Oak St, Ste 203, Abilene TX 79602

**Home Address:**

**Home Phone:**

**Business Phone:** 325-674-1235

**Race:** Caucasian

**Gender:** Male

**Position Previously Held by:** Chuck Statler

**Vacancy Due to:** Resignation from Board

**Service as Alternate:** N/A

**Date Potential Board Member was Contacted:** December 2016

**Comments:**

*New Appointment Form*

**MEMORANDUM**

Date: November 23, 2016

**TO:** Danette Dunlap, City Secretary  
**FROM:** Joana Wuest, Division Manager  
**SUBJECT:** Board **Appointment** Recommendation

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**Board:** ONS Advisory Council (ONSAC),

**Synopsis of vacancies:** The McMurry representative left McMurry for a new position.

**Board Chair:** Kris Kowatch

**Board Chair Recommendation:**

**Staff Contact:** Contact is Vanessa Bryan, McMurry University

**Staff Recommendation:** Yes, staff recommends this Appointment

**Recommendation:**

*Appoint:*

**Name/Title:** Jori Sechrist, Assistant Professor of Sociology

**Place of Employment:** McMurry University

**Mailing Address:** 1 McMurry University; Box 606; Abilene, TX 79697

**Home Address:** 3801 High Meadows Dr.; Abilene, TX 79605

**Home Phone:** 325-660-2716

**Business Phone:** 325-793-4772

**Race:** White

**Gender:** Female

**Position Previously Held by:** Vanessa Roberts-Bryan

**Vacancy Due to:** Vanessa Bryan resigned in March 2016.

**Service as Alternate:**

**Date Potential Board Member was Contacted:** Monday, November 21, 2016

**Comments:** Note any information you feel would be useful to the Council.



# Resolution:

Appointing members to various boards and commissions per the City Charter

- Animal Services
- Development Corporation of Abilene (DCOA)
- Library Board
- Frontier Texas!
- Office of Neighborhood Services
- Planning & Zoning Commission
- Tax Increment Reinvestment Zone (TIRZ)





**City Council  
Agenda Memo**

**City Council Meeting Date: 2/9/2017**

**TO:**

**FROM:**

**SUBJECT: Oral Resolution: Approving the appointment of Deputy Mayor Pro-Tem(s)**

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**GENERAL INFORMATION**

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

**BOARD OR COMMISSION RECOMMENDATION**