



City of Abilene City Council Agenda

Kyle McAlister, Mayor Pro-tem
Weldon Hurt, Council Member
Lynn Beard, Council Member
Robert Hanna, City Manager

Anthony Williams, Mayor

Donna Albus, Council Member
Shane Price, Council Member
Travis Craver, Council Member
Stanley Smith, City Attorney
Shawna Atkinson, City Secretary

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on June 24, 2021, at 4:30 p.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

1. **Executive Session** - City Council will convene into Executive Session at 4:30 p.m.
Reconvene - City Council will reconvene into open session at 5:30 p.m.

INVOCATION

2. Councilmember Donna Albus

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

CONSENT AGENDA

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

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 10, 2021 (*Shawna Atkinson*)
4. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Making June 26th of Every Year "Mark Rogers Day" in the City of Abilene
5. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing Amendment No. 1 to the professional services contract with Enprotec/Hibbs & Todd, Inc. for the Hamby WRF Phase II MBR Expansion (*Rodney Taylor*)
6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on

authorizing the Software as a Service Agreement with Tyler Technologies, Inc. (**Rodney Taylor**)

7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approval of Single-Family Rehabilitation/Reconstruction Program Budgeted with HOME Program Funds (**Mike Warrix**)
8. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Extended Term Street Use License with Gunn General Contractors, Inc. (Family Dollar Store) (**Greg McCaffery**)
9. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amendment of the Schedule of Rates and Charges for the City of Abilene Stormwater Services (**Greg McCaffery**)
10. **Ordinance (First Reading) Z-2021-11:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request From HRT Enterprises Inc. and Johnny Trotter, Represented by Jacob Martin LLC, to Change Zoning from Agricultural Open Space (AO) to Residential Single-Family (RS-6) on 245.285 Acres of Now-Vacant Land Bordering 3000-3100 Blocks (North Side) of Highway 351 and 3500-3600 Blocks (East Side) of East Lake Road. (**Mike Warrix**)
11. **Ordinance (First Reading) Z-2021-12:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Marilu and Gary Corpian to Change Zoning from Central Business (CB) to Planned Development (PD) District to Allow Automobile Sales as Well as All Uses Permitted by CB Zoning, on a 0.44 Acre Parcel Located at 1243 South 1st Street at the Southeast Corner of Butternut and South 1st Streets In Central Abilene. (**Mike Warrix**)
12. **Ordinance (First Reading) Z-2021-13:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Charles Wolfe to Change Zoning of Adjoining Properties at 126 South Mockingbird Boulevard and 2958 South 2nd Street, from Neighborhood Retail (126 S. Mockingbird) and Residential Medium-Density (2958 South 2nd) to General Commercial District. (**Mike Warrix**)
13. **Ordinance (First Reading) Z-2021-14:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Shops at Carriage Hills LLC, Represented by Jacob Martin LLC, to Change Zoning from Agricultural Open Space (AO) to General Retail (GR) for 16.937 Acres of Vacant Land Bordering 100-300 Blocks (North Side) of East Beltway South for a Distance of Approximately 0.35 Mile East from Maple Street. (**Mike Warrix**)
14. **Ordinance (First Reading) TC-2021-05:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from ACCO Feeds Inc., Represented by Erik Paul Johnson, to Abandon the 80-Foot Width of Public Right-of-Way of South 9th Street Extending 140 Feet East from South Treadaway Boulevard's Right-of-Way, and the 10-Foot-Width of Right-Of-Way for a Publicly-Dedicated Alley as it Extends 50 Feet South from the East End of the Above-Described Segment of South 9th Street and Located Behind a Vacant Lot at 901 South Treadaway Boulevard in South Central Abilene. (**Mike Warrix**)

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

15. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-286, Decreased Speed Limits - School Zones," of the Abilene Municipal Code, By Amending Certain Sections (**Greg McCaffery**)
16. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Amendment to Ordinance 33-2020 Adopting Fees and Charges, by

Establishing a Maximum Fee for Subdivision Plat Review (*Mike Warrix*)

17. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Amendment to Ordinance 33-2020 Adopting Fees and Charges, by Amending Solicitors Permit Fees (*Shawna Atkinson*)
18. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving June 19th, Juneteenth, as an Official City Holiday
19. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Directing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation for Convention Center Facilities (*Mike Rains*)
20. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Expend Project Funds Up to \$450,000 for Early Release Packages and Other Pre-Development Expenses for the Downtown Hotel Project (*Robert Hanna*)

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
3. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
4. Chandler Brooks v. Taylor County, et al.; Civil Action No. 1:20-cv-00049, In the United States District Court, Northern District of Texas, Abilene Division; filed March 5, 2020
5. John Doe v. Robert Hanna, Individually and as City Manager; Cause No. 28078-B; In the 104th Judicial District Court, Taylor County, Texas; filed July 7, 2020
6. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020
7. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
8. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
9. Natasha Jones v. City of Abilene, Texas; EEOC Charge of Discrimination, 450-2020-06446; filed September 15, 2020
10. Patrick Sumrall v. City of Abilene, Texas; Cause No. 28,269-B, In the 104th Judicial District Court, Taylor County, Texas; filed February 18, 2021
11. Officer Mark Watson and City of Abilene, Case No. 01-21-0002-5335; Appeal of Indefinite Suspension to Arbitration, filed March 10, 2021
12. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
13. Clyde Water
14. Governor's Executive Orders COVID-19

B. 551.072 (Deliberations about Real Property)

1. 101 Cypress Street

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members

2. City of Abilene Boards & Commissions May be Discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project

RECONVENE

PUBLIC COMMENTS

There will be no votes or any formal actions taken on subjects presented during public comment.

The public comment period will only allow members of the public to present ideas and information to city officials and staff.

ADJOURNMENT

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

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 18th day of June, 2021, at 4:25 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 6/24/2021

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 10, 2021
(*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting held on June 10, 2021

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 06-10-2021 Minutes - Regular - Morning

CITY COUNCIL MEETING
June 10, 2021 at 8:30 a.m.

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

The City Council of the City of Abilene, Texas met in Regular Session on June 10, 2021, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Anthony Williams was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Donna Albus, and Weldon Hurt. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Mayor Anthony Williams delivered the invocation.

Analise McCoy, 4th Grader at Dyess Elementary, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS

- Proclamations:
 - Elder Abuse Awareness Month – accepted by the Adult Protective Services Partner Board Members
 - Solid Waste and Recycling Workers Week – accepted by Public Works staff
 - Ride to Work Day – accepted by MPO staff and Kent’s Harley-Davidson
 - Mark Rogers Day – accepted by the family of Mark Rogers

CONSENT AGENDA

The Consent Agenda consisted of items 3-13. Items 4, 5, 6 & 7 were pulled for individual consideration.

Item pulled for individual consideration were as follows:

- Councilmember Beard– Item #5 & 7
- Councilmember Price – Item #4
- Councilmember Hurt – Item #5
- David Swart, citizen – Items #6

Councilmember Price moved to approve the consent agenda, now consisting of items 3 and 8-13. Councilmember Albus seconded the motion; motion carried.

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

NAYS (0): None

3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special Meeting on May 26, 2021, and the Regular Meeting Held on May 27, 2021
8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing a professional services contract with Jacob & Martin, LLC for the Second Pressure Plane Water Supply Line - Phase 2
[ASSIGNED RESOLUTION NO. 90-2021]

9. Resolution: Receive a Report, Hold a Discussion and Public Hearing and Take Action to Approve the Purchase of Nine (9) Type III Cutaway Vans
[ASSIGNED RESOLUTION NO. 91-2021]
10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2138 to J.H. Strain & Sons for Street Resurfacing Project Work Zone N15B and S11A
[ASSIGNED RESOLUTION NO. 92-2021]
11. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-286, Decreased Speed Limits - School Zones," of the Abilene Municipal Code, By Amending Certain Sections
12. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Amendment to Ordinance 33-2020 Adopting Fees and Charges, by Establishing a Maximum Fee for Subdivision Plat Review
13. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Amendment to Ordinance 33-2020 Adopting Fees and Charges, by Amending Solicitors Permit Fees

ITEM PULLED FOR INDIVIDUAL CONSIDERATION

4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Modifying and Extending the Declaration of Local Disaster (COVID-19) Issued May 13, 2021
[ASSIGNED RESOLUTION NO. 86-2021]

The item was pulled by Councilmember Price.

Having pulled the item, Councilmember Price stated that since the COVID-19 reporting was modified at the last meeting, he would like to modify the disaster declaration to match that language.

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

Councilmember Price moved to approve the item with the modification to the language on the COVID-19 reporting to match what was approved at the last Council meeting. Councilmember Hurt seconded the motion; motion carried.

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

5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Authorize the City Manager to sign a Letter of Approval supporting the Abilene Fire Department (AFD) application to the Department of State Health Services (DSHS) to become an EMS Provider
[ASSIGNED RESOLUTION NO. 87-2021]

The item was pulled by Councilmember Hurt and Councilmember Beard.

Having pulled the item, Councilmember Hurt questioned if this was a move to replace Metrocare as our primary EMS provider. Councilmember Beard stated that there is not an acquisition cost with this unit asked if staffing exists, and how large of an area it will cover.

Robert Hanna, City Manager, confirmed that this is not general ambulance service for the general population. Cande Flores, Fire Chief, confirmed that staff already exists and that it will cover Region 2, which covers quite a few counties.

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

- David Swart – stated that since the mid-1970s, the City has paid a private company to do something our firefighters already do, and that it would probably be cheaper for them to provide EMS service completely. He questioned why firefighters have to take EMS training if they don't want to work an EMS unit, and why his tax dollars are going to supplement a private company for ambulance services. Mr. Swart hopes that Council will look into providing EMS services through the fire department in the future.

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

City Manager Hanna addressed Mr. Swart's concerns, stating that it would not be a savings to operate an EMS service, and we would end up having to charge citizen's like private companies do anyway.

Mayor Pro-tem McAlister moved to approve the item as presented. Deputy Mayor Pro-tem Craver seconded the motion; motion carried.

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

6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Purchase of City Hall Door Access Controls
[ASSIGNED RESOLUTION NO. 88-2021]

The item was pulled by David Swart, citizen.

Having pulled the item, David Swart asked if this item was in reference to the recent construction in the City Administration offices. He questioned why there is a conduit that goes to nowhere and why the electrician wouldn't have waited to fish that through the wall. He would like to know if this restricts citizens from coming in during normal business hours.

Robert Hanna, City Manager, addressed Mr. Swart's questions, stating that the outside doors already have a lock system that doesn't work correctly. This will be to replace that system and standardize it across City Hall. Mr. Hanna also stated that there will be secure access to the City Administration offices, since there are instances of people walking into offices and this will make it a safer, more secure environment for employees.

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

Mayor Pro-tem McAlister moved to approve the item as presented. Councilmember Beard seconded the motion; motion carried.

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

7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Considering Adoption of a Resolution Directing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation for Street Projects
[ASSIGNED RESOLUTION NO. 89-2021]

The item was pulled by Councilmember Beard.

Having pulled the item, Councilmember Beard wanted to clarify that this is just to publish the notice of intent to issue debt, and questioned if the DCOA will be chipping in any money.

Robert Hanna, City Manager, addressed Councilmember Beard's concerns, stating that the DCOA amount is a set amount, but the water utility amount is tied to the remediation and could potentially change.

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

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

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

NAYS (0): None

REGULAR AGENDA

14. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Application/Permit to Drill and/or Operate an Oil and/or Gas Well--Bullet Development-Lytle #4 Permit No.868686 (2002 Hardison Lane).
[ASSIGNED RESOLUTION NO. 93-2021]

Greg McCaffery, Director of Public Works, presented the item. Adoption of the item would approve a permit for drilling and operating oil/gas wells within the City limits at the above referenced location.

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

- Larry Welhausen – stated that he is the applicant in this request. It's been 4 years since he has come here for an application and they've drilled about 23 times since that first meeting.

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

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

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

NAYS (0): None

15. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Application/Permit to Drill and/or Operate an Oil and/or Gas Well--Bullet Development-Lytle S-68#1 Permit No. 868687 (1502 Hardison Lane)
[ASSIGNED RESOLUTION NO. 94-2021]

Greg McCaffery, Director of Public Works, presented the item. Adoption of the item would approve a permit for drilling and operating oil/gas wells within the City limits at the above referenced location.

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

Mayor Pro-tem McAlister moved to approve the item as presented. Councilmember Hurt seconded the motion; motion carried.

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

16. Ordinance (Final Reading) Z-2021-09: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Bethany and Kaden Connell to Rezone Properties Located at 1802 and 1810 Huckleberry Lane from Residential Single-Family (RS-6) to Agricultural Open Space (AO)
[ASSIGNED ORDINANCE NO. 19-2021]

Mike Warrix, Director of Planning and Development Services, presented the item. Adoption of the item would rezone the above referenced property from Single-Residential (RS-6) to Agricultural Open Space (AO) to allow for maintaining and quartering cattle.

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

Mayor Pro-tem McAlister moved to approve the item as presented. Councilmember Hurt seconded the motion; motion carried.

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

17. Ordinance (Final Reading) Z-2021-10: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Sitzes APB LP, Agent Enprotec/Hibbs & Todd Inc., to Change Zoning from Heavy Industrial (HI) to Heavy Commercial (HC) District and Located at 2249 Butternut Street, on the Northeast Corner of Butternut and South 23rd Streets
[ASSIGNED ORDINANCE NO. 20-2021]

Mike Warrix, Director of Planning and Development Services, presented the item. Adoption of the item would rezone the above referenced property from Heavy Industrial (HI) to Heavy Commercial (HC) to allow a temperature controlled self-storage facility.

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

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

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

NAYS (0): None

18. Ordinance (Final Reading) TC-2021-06: Receive a Report and Hold a Discussion and Public Hearing on a Request from Hardin-Simmons University, Agent Enprotec/Hibbs & Todd Inc., to Abandon the Complete 60-Foot-Width of Public Right-of-Way of Beech Street as it Extends 160 feet South from Sandefer Street's Right-of-Way, and 152.5 to 312.5 Feet North from the Right-of-Way of Ambler Avenue in North Central Abilene

[ASSIGNED ORDINANCE NO. 21-2021]

Deputy Mayor Pro-tem Craver had a conflict on this item and left the room during discussion, and abstained from voting on the item. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's Office.

Mike Warrix, Director of Planning and Development Services, presented the item. Adoption of the item would abandon the 60 foot right-of-way of Beech Street.

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

- BJ Pritchard – represents the buyer and seller. Stated that this is a continuation of a previous abandonment from a few months ago. They were originally going to make a cul-de-sac, but decided this was a better all-around solution.

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

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

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

NAYS (0): None

ABSTAIN (1): Deputy Mayor Pro-tem Craver

19. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Budget Ordinance No. 31-2020 to Include Updated Staffing Levels for the Police Department
[ASSIGNED ORDINANCE NO. 22-2021]

Marcus Dudley, Chief of Police, presented the item. Adoption of the item would change the Police Department staffing levels, designating 3 Assistant Chiefs, 9 Lieutenants, 26 Sergeants, and 178 Officers, for the same authorized strength of 216.

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

- David Swart – stated that he previously gave some examples of officers you see in the media that have been on duty for a long time and are retiring at a low level. He recommends adding a Corporal position, as there are a lot of other similarly sized cities that have this position, and it's a good opportunity for an officer to have a little more advancement.

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

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

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

NAYS (0): None

PUBLIC COMMENTS

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

- David Swart – spoke about his municipal services bill and stated that it does not say anywhere on the bill that there is a 3% service charge to use a debit card. He stated that it does say online when you are making the payment that there is a service charge to use a credit card, but not a debit card, and they should not be processed the same way. He called the Water Utilities office and they told him they are ran the same way, which he believes is inaccurate. Mr. Swart thinks the Legal department should have looked at this before it was okayed, as he now has to pay \$1.84 per month.
- Shawnte Fleming – invited Council to attend the annual Juneteenth celebration at Stevenson Park. Ms. Fleming thanked Mayor Williams for always coming out and being supportive, but would like to see the rest of the Council there as well. She described the events they will be having and the sponsors of the event. Ms. Fleming also thanked the City Parks department for their help getting Stevenson Park looking better.

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

EXECUTIVE SESSION

Mayor Williams recessed into Executive Session at 9:37 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

- 20. A. 551.071 (Consultation with Attorney)
 - 1. Possible Claim Against Netflix, Hulu & Disney+
- 20. B. 551.072 (Deliberations about Real Property)
 - 1. 101 Cypress Street
- 20. F. 551.087 (Business Prospect/Economic Development)
 - 1. Abilene Convention Center Hotel Project

The Executive Session ended at 10:23 a.m. and reconvened to Open Session. Mayor Williams reported no votes or action were taken in Executive Session.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:23 a.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 6/24/2021

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

FROM:

SUBJECT: **4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Making June 26th of Every Year "Mark Rogers Day" in the City of Abilene**

GENERAL INFORMATION

In honor of the late Mark Rogers, June 26th of every year will be "Mark Rogers Day"

SPECIAL CONSIDERATIONS

N/A

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Item

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution for Mark Rogers Day
2. Mark Rogers Day ppt

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, HONORING THE LEGACY OF MARK ROGERS AND SETTING JUNE 26 OF EACH YEAR AS “MARK ROGERS DAY”

WHEREAS, Mark Rogers was born on June 26, 1981 in Fort Worth, Texas, grew up in Plano, Texas, and moved to Abilene when he attended Abilene Christian University and graduated with a Bachelor’s degree in Journalism Marketing and Communications; and,

WHEREAS, Mark was multi-talented - starting his professional career in sports broadcasting at KTXS, moved on to work for Hendrick Hospital as the Director of the Children’s Miracle Network and later as the Physician Recruiter, then returned to his alma mater, Abilene Christian University, as an Advancement Officer. He later became the West Central Texas Market President for Big Brothers Big Sisters Lonestar while ministering at Southern Hills Church of Christ with his wife, Jenn; and,

WHEREAS, Mark adored the Abilene community and was always looking for ways to give back with his time and service. Mark served on the United Way of Abilene board, was an active member of the Kiwanis Club, and on Friday nights, was the unforgettable voice announcing the Abilene High Eagle football team; and,

WHEREAS, Mark was the epitome of a servant leader, and his legacy of compassion and caring will not long be forgotten. He was dedicated to making the city in which he lived a better place, changing the lives of those around him for the better. His loving devotion to his wife Jenn, and his three children, Haelyn, Hope and Hunter, shown through in everything he did, but his love for the City of Abilene itself is truly why we bestow this honor upon him today.

THEREFORE LET IT BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, THAT;

SECTION 1: The City Council of the City of Abilene sets out June 26 of each year to be known as “Mark Rogers Day”.

SECTION 2: The legacy of Mark Rogers is one of faith and service to the community; love for his family; and dedication to making the city in which he lived a better place for present and future generations.

SECTION 3: This Resolution shall take effect immediately.

PASSED AND APPROVED THIS THE 24th DAY OF JUNE, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

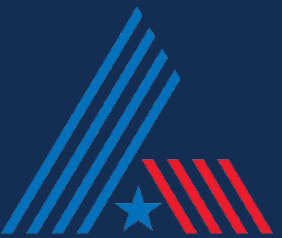
APPROVED:

Stanley E. Smith, City Attorney

Resolution: Making June 26th “Mark Rogers Day”



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 6/24/2021

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing Amendment No. 1 to the professional services contract with Enprotec/Hibbs & Todd, Inc. for the Hamby WRF Phase II MBR Expansion (*Rodney Taylor*)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve Amendment No. 1 to the Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (EHT) for the Hamby WRF Phase II MBR Expansion in the amount not to exceed \$49,500.00. This contract will provide for additional design phase services for the Phase II Expansion work at the Hamby WRF. During the process of designing the Phase II expansion City staff identified additional items which were not a part of the original scope of services of EHT but were determined to be of sufficient need and importance to incorporate into the Phase II project design. The Phase II MBR Expansion includes the installation of Membrane Biological Reactors (MBR) equipment into the future-expansion-basins of the original MBR structure. Other tasks include expanding the existing electrical generator service to maintain a baseline process capability, improvements to the headworks and aeration basins and miscellaneous piping gallery improvements.

On June 13, 2019 the Abilene City Council approved a professional services contract with EHT in the amount of \$281,000.00 for engineering services related to the Hamby Phase II MBR Expansion project. That Contract provided for the preparation of design plans and contract documents, bidding assistance, contract administration, general project supervision, and part time Resident Project Representation for the expansion of the MBR at the Hamby Water Reclamation Facility.

SPECIAL CONSIDERATIONS

Phase II will utilize two existing but vacant basins that were originally built for future expansion

of the MBR system. The two new MBR filtration trains including piping, pumps, instrumentation, and controls must be designed prior to Phase II construction. This contract and Amendment No. 1 provide for all foreseeable engineering services needed to design and oversee construction of the Phase II project. The Phase II expansion will provide for 4.5 MGD of additional MBR filtration capacity. Extended periods of higher than normal flows resulting from heavy rainfall events continue to stress the existing MBR facilities. The installation of Phase II will provide additional capacity when needed and will also spread the average daily flow across the increased membrane surface area which should help extend the life cycle of the MBR system.

On March 14, 2019 the Abilene City Council authorized a contract with Zenon Environmental Corporation for the Hamby WRF Expansion-Phase I. That installation provided fill-out of existing MBR rack capacity to improve operations while the Phase II expansion is designed and installed.

FUNDING/FISCAL IMPACT

Funding for the Contract will come from the FY 2019 Annual Operating Budget of the Water and Sewer Operating Fund.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council authorize the professional services contract as described herein.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Authorize Amendment 1 to contract with EHT for Hamby Phase II MBR Expansion-6-24-2021
2. Contract-Amendment 1 to PS Contract for Hamby Phase II MBR Expansion-EHT-6-24-2021
3. Presentation-Amendment 1 PS Contract-Hamby Phase II MBR Expansion-EHT-6-24-2021

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES
CONTRACT WITH ENPROTEC/HIBBS & TODD, INC. FOR THE HAMBY PHASE II
MBR EXPANSION.**

WHEREAS, the City of Abilene (Abilene) owns and operates the Hamby Water Reclamation Facility (HWRF) for the treatment of the municipal sewage generated by Abilene and its contracted customers; and

WHEREAS, on June 13, 2019 the Abilene City Council approved a professional services contract with EHT in the amount of \$281,000.00 for engineering services related to the Hamby Phase II MBR Expansion project for the expansion of the Membrane Biological Reactors (MBR) at the Hamby Water Reclamation Facility; and

WHEREAS, During the process of designing the Phase II expansion City staff identified additional items which were not a part of the original scope of services of EHT but were determined to be of sufficient need to incorporate into the Phase II project design; and

WHEREAS, the Amendment No. 1 provides for additional engineering tasks including expanding the existing electrical generator service to maintain baseline process capability, and various improvements throughout the facility; and

WHEREAS, the Amendment No. 1 to the professional services contract with Enprotec/Hibbs & Todd, Inc. will provide for additional design tasks for the Hamby Phase II MBR Expansion in the amount not to exceed \$49,500.00; and

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

That the City Manager is authorized to execute the Amendment No. 1 to the professional services contract with Enprotec/Hibbs & Todd, Inc. for the Hamby Phase II MBR Expansion in the amount not to exceed \$49,500.00.

ADOPTED this 24th day of June 2021.

ATTEST:

City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney

STATE OF TEXAS §
 §
COUNTY OF TAYLOR §

AGREEMENT FOR PROFESSIONAL SERVICES

Hamby WRF Phase II MBR Expansion

AMENDMENT NO. 1

The City of Abilene (“City”) and Enprotec/Hibbs and Todd, Inc. (Engineer”), entered into an Agreement for Professional Services dated June 19, 2019 (Agreement), whereby Engineer was to provide professional services for City in connection with a **Hamby Phase 2 MBR Expansion**

NOW THEREFORE, both parties agrees as follows:

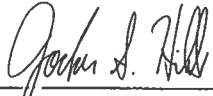
That **“Scope of Engineering Services”**, Attachment A, and **“Compensation”**, Attachment B, of said original Agreement are hereby supplemented and amended as per the Attachments A-1 and B-1 included in this Amendment No. 1. This Amendment No. 1 shall be effective beginning _____, 2021.

NO FURTHER CHANGES or additions being made, the parties agree that all other terms and conditions of the Agreement dated June 19, 2019, remain in full force and effect and are fully incorporated by reference. Where terms of this Amendment No. 1 conflict with terms of the original Agreement, this Amendment shall control. WITNESS our hands to this AMENDMENT this the _____ day of _____, 2021

CITY OF ABILENE

Enprotec/Hibbs & Todd, Inc.

Robert Hanna, City Manager



Jordan S. Hibbs, P.E., VP

ATTEST:

ATTEST:

By: _____
City Secretary

By: Bob Benham, CPA

APPROVED:

City Attorney

Attachment A – 1
Scope of Engineering Services (Amendment No. 1)
EXHIBIT “A”

HAMBY WRF PHASE II EXPANSION

Consultant (or “Engineer”) shall provide additional design phase services for the Phase II Expansion work at the Hamby WRF. The original scope included design services related to the expansion of the MBR system. The full scope of services for the additional tasks is as follows.

I. Basic Services – Final Design Phase

A. The Engineer shall:

1. Design miscellaneous expansion components at the Hamby WRF. Additional items included are as follows:
 - a. Headworks piping improvements.
 - b. Headworks flow metering improvements.
 - c. Access improvements to the anaerobic and anoxic selectors.
 - d. EQ Basin return flow chlorine dosing system.
 - e. New valve on 36” line to EQ Basin.
 - f. EQ Basin side slope improvements including improvements to the concrete overflow structure.
 - g. Lime building re-coating.
 - h. Paving and driveway improvements at the Buck Creek Pump Station.
 - i. Alternative development for back-up power options at the Hamby WRF.
 - j. Miscellaneous electrical improvements at the Buck Creek Pump Station.
 - k. Back-up power addition at the Hamby WRF.
 - l. Miscellaneous piping gallery improvements inside MBR gallery.
2. Prepare final Drawings indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared, where appropriate, in general conformance with the 16-division format of the Construction Specifications Institute.
3. Provide an Opinion of Probable Construction Cost to the Owner.
4. Furnish the Design Phase documents to and review them with City. Make any final modifications or changes as requested by the City.

5. Furnish the Design Phase documents to and review them with the Texas Commission on Environmental Quality (TCEQ). Make any final modifications or changes as requested by TCEQ.
 6. Submit up to 5 final copies of the Design Phase Documents and an Opinion of Probable Construction Cost to City.
- B. Engineer's Services under the Final Design Phase will be considered complete on the date when the final copies of the Design Phase Documents required above have been delivered.

Attachment B-1

Compensation (Amendment No. 1) Hamby WRF Phase II MBR Expansion

Payment is on an hourly basis, not to exceed \$49,500.00 payable per the attached Schedule of Charges. Invoices for payment shall be submitted on a monthly basis, and are subject to written acceptance by City's Project Representative.

No mechanic, contractor, subcontractor, materialman or other person can or will contract for or in any other manner have or acquire any lien upon any building or work covered by the contract or the land upon which the same is situated.

Before final acceptance of this project by the City, the Engineer shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Engineer has been notified.

SCHEDULE: See attached Schedule of Charges

Enprotec / Hibbs & Todd, Inc.
HOURLY CHARGES FOR PROFESSIONAL SERVICES (2021)

Charges include all salaries, salary expense, overhead, and profit.

Principal.....	\$ 220.00 per hour
Senior Project Manager	180.00 per hour
Project Manager	160.00 per hour
Senior Engineer / Geologist.....	145.00 per hour
Project Engineer / Geologist.....	130.00 per hour
Staff Engineer I / Geologist I.....	115.00 per hour
Staff Engineer II / Geologist II.....	100.00 per hour
RPLS I.....	145.00 per hour
RPLS II.....	95.00 per hour
Operations Specialist / Regulatory Compliance Specialist	140.00 per hour
Contract Operator (Certified Class B Water Operator)	100.00 per hour
Engineering / Field Technician I	135.00 per hour
Engineering / Field Technician II	110.00 per hour
Engineering / Field Technician III.....	85.00 per hour
Survey Tech I	85.00 per hour
Survey Tech II	65.00 per hour
CAD I.....	130.00 per hour
CAD II	100.00 per hour
CAD III.....	65.00 per hour
Administrative	70.00 per hour
Survey Party	225.00 per hour - 3 man
.....	200.00 per hour - 2 man
.....	175.00 per hour - 1 man

Expense Items

Consultants, Contractors & Supplies	Cost plus 10%
Travel (out of town only)	Current IRS rate per mile
Lodging and meals (out of town trips).....	Actual cost

Authorizing Amendment No. 1 to the
professional services contract with
Enprotec/Hibbs & Todd, Inc. for the
Hamby Phase II MBR Expansion.



- Amendment No. 1 to Professional Service Contract with Enprotec/Hibbs & Todd, Inc. for the Hamby Phase II MBR Improvements.
- Amendment No. 1 price not to exceed \$49,500.00.
- On June 13, 2019 the Abilene City Council approved a professional services contract with EHT in the amount of \$281,000.00 for engineering services related to the Hamby Phase II MBR Expansion project for the expansion of the Membrane Biological Reactors (MBR) at the Hamby Water Reclamation Facility.



- During the process of designing the Phase II expansion City staff identified additional items which were not a part of the original scope of services of EHT but were determined to be of sufficient need to incorporate into the Phase II project design.
- Amendment No. 1 provides for additional engineering tasks including expanding the existing electrical generator service to maintain baseline process capability, and various improvements throughout the facility.



Authorizing Amendment No. 1 to the
professional services contract with
Enprotec/Hibbs & Todd, Inc. for the
Hamby Phase II MBR Expansion.

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 6/24/2021

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing the Software as a Service Agreement with Tyler Technologies, Inc. (*Rodney Taylor*)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council authorize the Software as a Service Agreement with Tyler Technologies Inc. in the amount of \$90,404.00 annually. This Agreement will provide for the client server hosted Incode brand utility billing software of the City's Customer Service Center to be replaced with the Tyler Technologies Cloud hosted system. The new cloud hosted software platform will improve billing system performance and security.

SPECIAL CONSIDERATIONS

Currently the City pays Tyler Technologies an annual maintenance fee of \$94,215 to maintain and support its Incode client server hosted utility billing software. This Agreement will provide for moving the Incode billing software, data and maintenance support from the City's on-premise server into the Tyler Technologies Cloud. A series of network-related issues lasting from March 15 - March 26, 2021 illustrated the risk of keeping this critical technology on the City's server. Tyler's Cloud greatly reduces this risk going forward by providing a more robust, secure and resilient host for this critical software than what the City can cost-effectively provide. The Agreement has an annual cost of \$90,404 for the cloud hosted software, maintenance, and support services.

FUNDING/FISCAL IMPACT

The contract will be paid from the Water Utilities Annual Operating Budget.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council authorize the Software as a Service Agreement with Tyler Technologies, Inc. as described above.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Authorize Contract with Tyler Technologies for Software as a Service-6-24-2021
2. Contract-Software as a Service Agreement-Tyler Technologies-6-24-2021
3. Presentation-Authorize Contract-Tyler Technologies-Software as a Service Agreement-6-24-2021

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE SOFTWARE AS A SERVICE AGREEMENT WITH TYLER
TECHNOLOGIES, INC.**

WHEREAS, the City of Abilene (Abilene) owns and operates a Customer Service Center that provides billing and customer support services for various municipal services; and

WHEREAS, the utility billing software is the client server hosted Incode brand by Tyler Technologies, Inc. and for which Abilene currently pays an annual support and maintenance fee; and

WHEREAS, in recent months a series of network-related issues extending over several days illustrated the risk of keeping this critical technology on the City's server; and

WHEREAS, there is a version of the Incode software product that is hosted on the Tyler Technologies Cloud which offers improved system performance and provides a more robust, secure and resilient utility billing system; and

WHEREAS, the Software as a Service Agreement with Tyler Technologies, Inc. will provide for the client server hosted Incode system to be replaced with a Tyler Technologies Cloud hosted system in the amount of \$90,404.00 annually; and

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

That the City Manager is authorized to execute the Software as a Services Agreement with Tyler Technologies, Inc. in the amount of \$90,404.00 annually.

ADOPTED this 24th day of June, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Abilene, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. **Restrictions.** You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. **Software Warranty.** We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. **SaaS Services.**
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you,

then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. **Intellectual Property Infringement Indemnification.**
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its

defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this

section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and

conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of Abilene

By: Robert Hance

Name: Robert Hance

Title: City Manager

Date: 5/6/21

Address for Notices:

City of Abilene
PO Box 60
Abilene, TX 79604
Attention: David Whittlemore





Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Sales Quotation For

David Whittemore
City of Abilene
PO Box 60
Abilene , TX 79604-0060
Phone: +1 (325) 676-6405
Email: dave.whittemore@abilenetx.gov

Quoted By: Robin Reeves
Quote Expiration: 10/10/2021
Quote Name: City of Abilene-LGD-Utilities SaaS Flip
Quote Number: 2021-126455
Quote Description: SaaS Flip-Utility CIS-CRM

Tyler Software and Related Services - SaaS

Description		Impl. Hours	Impl. Cost	#Yrs	Net Annual Fee
Financial Management Suite					
Forms Overlay		0	\$0		\$830
Tyler Output Processor		0	\$0		\$2,488
Data Dictionary		0	\$0		\$4,367
Customer Relationship Management Suite					
System Software Non SQL		0	\$0		\$7,721
CRM Web Services		0	\$0		\$3,038
Central Cash Collections		0	\$0		\$10,194
Utility Meter Data Sync w Scheduler		0	\$0		\$3,060
Third Party Printing Interface		0	\$0		\$3,400
CRM Web Services for IVR Milsoft		0	\$0		\$2,678
Utility Handheld MeterReader Interface		0	\$0		\$748
Utility CIS System		0	\$0		\$50,095
Service Order API		0	\$0		\$1,785
Sub-Total:			\$0		\$90,404
TOTAL:		0	\$0	3	\$90,404
Other Services					
Description		Quantity	Unit Price	Extended Price	Maintenance

Summary

Total Tyler SaaS	One Time Fees	Recurring Fees
Total Tyler Services	\$0	\$90,404
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$0	\$0
Contract Total	\$90,404	\$90,404

2021-126455 -SaaS Flip-Utility CIS-CRM

CONFIDENTIAL

Comments

- All services quoted herein are assumed to be delivered remote unless otherwise indicated.



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned



Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support*:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

* Channel availability may be limited for certain applications.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption.

Support Availability

Standard Support

Tyler Technologies standard support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Additionally, some clients may obtain support for certain Tyler solutions outside of standard times as further detailed below. Availability and cost of support of support outside of standard times is at Tyler's discretion. Tyler's holiday schedule is outlined below. There will be no standard support coverage on these days.



New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Support Outside of Standard Times

For clients who obtain 24 x 7 support, we will provide you with procedures for contacting support staff outside standard support times for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

For some Tyler solutions, we will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.



- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process, or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Authorizing the Software as a Service Agreement with Tyler Technologies Inc.



- Software as a Service Agreement with Tyler Technologies Inc.
- Contract price of \$90,404.00 annually.
- One year contract with automatic renewal until cancelled by either party.
- The City of Abilene (Abilene) owns and operates a Customer Service Center that provides billing and customer support services for various municipal services.



- The current utility billing software is the client server hosted Incode brand by Tyler Technologies, Inc.
- A recent series of network-related issues illustrated the risk of keeping this critical technology on the City's server.
- This Software as a Service Agreement with Tyler Technologies, Inc. will provide for the client server hosted Incode system to be replaced with a Tyler Technologies Cloud hosted system which offers improved system performance and provides a more robust, secure and resilient utility billing system.



Authorizing the Software as a Service Agreement with Tyler Technologies Inc.

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/24/2021

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Chief Building Official

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approval of Single-Family Rehabilitation/Reconstruction Program Budgeted with HOME Program Funds (*Mike Warrix*)

GENERAL INFORMATION

Neighborhood Services (NS) is seeking Council approval of a Resolution in support of a HOME-funded Single-Family Rehabilitation/Reconstruction Program project located at 882 Cottonwood Street. The Single-Family Rehabilitation/Reconstruction Program is an eligible program under the HOME program which requires that the home being improved meet local building codes. The Single-Family Rehabilitation/Reconstruction Program is discussed in both the FY 2020-2024 Consolidated Plan and the FY 2020/2021 Action Plan that strategically addresses the City's goals and objectives for housing and community development over the course of a five-year period.

SPECIAL CONSIDERATIONS

Of particular importance to the health of the City have been programs that address the condition of the housing stock. There is an extensive need for rehabilitation programs in Abilene targeting the improvement of the City's oldest housing stock. Neighborhood Services has successfully funded housing rehabilitation activities throughout the City of Abilene. The Single-Family Rehabilitation/Reconstruction Program provides assistance to owner-occupied, single-family housing to facilitate needed repairs which have not been affected by current or previous owners. HOME funds continue to be used to help meet the demand for decent, safe and affordable housing, homelessness, and other special needs.

FUNDING/FISCAL IMPACT

There will be no local budgetary impacts. The project cost of \$193,208 is to be funded using FY 2020/2021 HOME Entitlement of \$440,520.

STAFF RECOMMENDATION

Staff recommends approval of the attached Resolution approving the Single-Family Rehabilitation/Reconstruction Program Project located at 882 Cottonwood Street with Rick's Construction.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 882 Cottonwood Resolution SFR-Recon Project
2. AGREEMENT
3. Council. PP

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING A SINGLE-FAMILY REHABILITATION/RECONSTRUCTION PROJECT
WITH FY 2020/2021 HOME FUNDS

WHEREAS, As an entitlement city receiving funds from the U.S. Department of Housing and Urban Development (HUD), the City of Abilene receives Community Development Block Grant Funds (CDBG) and HOME Investment Partnership Funds (HOME); and

WHEREAS, the primary objective of the HOME Program is to expand the supply of decent, safe, sanitary, and affordable housing for very low income and low income individuals. Consistent with that primary objective, the Federal assistance provided in the Community Development Program is for the support of the community development goals, objectives, and strategies which are eligible under applicable regulations; and

WHEREAS, of particular importance to the health of the City, have been programs that address the condition of the housing stock; and

WHEREAS, there is an extensive need for Rehabilitation programs in Abilene targeting the improvement of the City's oldest housing stock. City has successfully funded housing Rehabilitation activities targeting lower income and elderly households unable to properly maintain their homes. The Single-Family Rehabilitation/Reconstruction Program provides assistance to owner-occupied, single-family households to facilitate needed repairs which have not been affected by current or previous owners. Homes that meet the eligibility factors for a Rehabilitation Project have been declared substandard by both HUD and the City of Abilene Building Standards. HOME funds continue to be used to help meet the demand for decent, safe, affordable housing, homelessness, and other special needs; and

WHEREAS, the City received bids on June 3, 2021 for the Single-Family Rehabilitation/Reconstruction Project located at 882 Cottonwood Street with the lowest bid being received from Rick's Construction in the amount of \$193,208.

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

- Part 1. That the FY 2020/2021 Single-Family Rehabilitation/Reconstruction Program project at 882 Cottonwood Street funded by the HOME Program in the amount of \$193,208 is hereby approved.
- Part 2. That the financial assistance authorized by the Community Development Block Grant and HOME Programs referred to above, is required to enable the City of Abilene to carry on appropriate community development activities, directed toward meeting the stated objectives of the program.

Part 3. That the City Manager, or his designee, of the City of Abilene, Texas is hereby authorized to sign said application and any and all appurtenant documents on behalf of the City.

Part 4. That this resolution shall take effect immediately from and after its passage.

ADOPTED this June 24th, day of 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

AGREEMENT BETWEEN CITY OF ABILENE, APPLICANT FOR SINGLE-FAMILY REHABILITATION/RECONSTRUCTION PROGRAM AND CONTRACTOR

This agreement is between the City of Abilene ("City"), and applicant for the Single-Family Rehabilitation/Reconstruction Program, Sally Carrillo (hereinafter "Homeowner" whether one or more persons), and Rick Martinez dba Rick's Construction ("Contractor"). This Agreement applies only to the dwelling unit located 882 Cottonwood Street, Abilene, Texas ("Property").

I. Purpose

The Homeowner desires Neighborhood Services (NS) to bid out the demolition and reconstruction of the real property located at 882 Cottonwood Street, Abilene, Texas. The work to be done includes general Rehabilitation/Reconstruction and/or lead abatement if, applicable. The Contractor has agreed to perform the improvements and/or repairs according to the project specifications.

II. Term

In consideration of the assistance described herein, Homeowner agrees to comply with each of the responsibility detailed below. The duration of this Agreement is twenty (20) years from the date of completion of Rehabilitation/Reconstruction work and runs concurrently with the affordability period and deed of trust.

III. The Contract Documents

The Contract Documents consist of this Agreement, Contractor's Bid and Proposal, Conditions of Bid Specification, Schedules, and all Addenda issued prior to execution. These documents constitute the Agreement between Homeowner, Contractor and the City, and said documents are hereby incorporated by reference and are fully a part of the Contract as if attached to this Agreement or repeated herein.

IV. References to Parties

Contractor and Contractor's employees are not the agents, servants, or employees of the City. All rights conferred upon the respective parties and all agreements herein undertaken to be performed by them respectively shall insure to the benefit of and be binding upon said parties and their heirs, executors, administrators, grantees, successors, and assigns.

V. Use of HOME Program Funding

- A. The HOME Program funding provided by the City is in the amount of \$193,208.
- B. At the time Homeowner is approved for HOME Program assistance, Homeowner shall have an ownership interest in and occupy the Property to be reconstructed as the Homeowner's principal residence. Homeowner agrees to continue to occupy the Property as his/her principal residence for twenty (20) year period from the date of this agreement, the period of affordability.
- C. The balance due on the forgiven, deferred loan will decrease 1/240 monthly for twenty (20) year period beginning June 25th, 2021 and ending June 25th, 2041. This is the period of affordability.
- D. Homeowner shall qualify as a low-income household with a gross household income that does not exceed 80% of the area median income as established by the U.S. Department of Housing and Urban Development for the Abilene area, adjusted for household size, and as update annually.
- E. The HOME Program assistance provided by the City shall be secured by a promissory note and recorded subordinate deed of trust (no lower than second position).
- F. If, during the affordability period, the Homeowner sells or transfers title to the Property, rents or leases the Property, refinances the Property with cash-out, or if Homeowner no longer lives in the Property as his/her principal residence, all of part of the deferred payment loan will be due in an amount that shall be reduced pro-rata based upon the time (in full month) that the Homeowner has utilized the Property as his/her principal residence. However, in the event Homeowner sells the Property, if the net proceeds from the sale are less than the amount of HOME assistance due, the amount due shall be reduced in accordance with 24 CFR 92.254(a)(5)(ii)(A)(2). The amortized Rehabilitation/Reconstruction loans shall be due in full.
- G. An exception to the loans becoming due as stated in paragraph F, above, may be made in the event the person having interest in the property is able to qualify under the requirements of the HOME Program and enters into an agreement with the City.
- H. Housing reconstruction work will provide construction necessary to bring the Property into compliance with the City of Abilene's applicable building codes; the City's housing Rehabilitation/Reconstruction program standards; and applicable lead-based paint regulations (24 CFR 92.251 & 92.355). Reconstruction work to be performed will be completed in accordance with the written work specification for the Property and fully executed. All codes, standards, and regulations noted are incorporated by reference.

- I. The HOME statute and the HOME regulation at 24 CFR 92.250(a) limit the amount of HOME funds that a Participation Jurisdiction (PJ) may invest in a HOME-assisted unit. The maximum rehab for the single-family house located at 882 Cottonwood Street, Abilene, TX is classified as modest housing and according to 24 CFR 92.250 HOME assistance in the amount of \$193,208.00 does not exceed the per unit maximum subsidy limit of \$243,000.
- Estimated Start Date: July 25th, 2021 Estimated Completion November 25th, 2021.

VI. Duties of Homeowner

- A. Neither Homeowner, nor any household member of Homeowner, may engage in drug-related criminal activity, violent criminal activity, or felonious criminal activity. Any violation of this program is ground for default of the Agreement and will result in the repayment of the entire loan.
- B. Homeowner has a right of rescission period that is described in the Notice of Right of Rescission, which is attached and incorporated for all purpose as part of this agreement.
- C. Homeowner shall vacate the property of all belongings and personal effects as soon as possible, but before the expiration of 30-days from the date of execution of this agreement.
- D. The duties for the Homeowner shall include, but are not limited to: review Specifications and execute this Agreement with Contractor, and associated documents: and accommodate schedules of Contractor and City to facilitate timely completion of Rehabilitation/Reconstruction work, inspection and contractor reimbursement.
- E. Homeowner agrees to cooperate with the Contractor in making available utility services such as electricity, water and gas, as may be reasonably necessary for the performance of the work as specified in the Contract Documents.
- F. Homeowner must provide proof of Homeowner's Insurance Replacement Coverage and Flood Insurance Coverage (when applicable), for a period not less the twenty (20) years from work completion date, with amounts sufficient to cover all the debt secured by property and amount spent on the project.
- G. Upon the completion of the project, if contractor repairs are necessary, Homeowner is responsible for contacting the Contractor in accordance with the following procedures:
- H. Homeowner must contact the Contractor in writing, by certified mail return receipt requested, listing all repair problems.
- I. Homeowner must send a copy of the letter to the City of Abilene, Neighborhood Services, (hereinafter NS), P.O. Box 60, Abilene, Texas 79604 or bring it to the NS office at 555 Walnut.

- J. Homeowner must notify NS in writing when Contractor has completed repairs.

VII. Duties of Contractor

- A. The Contractor shall perform all work required by the Contract Documents for the commencement and completion of the following: The construction of certain repairs and/or improvement to the residence located at 882 Cottonwood Street, ABILENE, TEXAS, TAYLOR, COUNTY, TEXAS 79601-4340; said improvements consisting of all “required items” listed on the Specifications and Contractor’s Bid and Proposal, including all necessary and required work in connection therewith. Work is to be commenced and completed under the terms of the Agreement. The Contractor agrees to furnish, at his own cost and expense, all of the materials, supplies, machinery, equipment, tools, insurance, supervision, labor and other accessories and services which are necessary to complete the construction project in accordance with the conditions, plans, specifications, and prices stated in the respective Contract Documents referred to in the Agreement.
- B. Duties of the Contractor also include, but are not limited to: communicating with the Homeowner and the City regarding status of the work during the construction period: notifying the City in writing with justification delineating and supporting the need for any change order (including itemized cost information); completing any items identified on the final building inspection and NS inspection; and adhering to warranties as specified under item VII. D (4) of the Contract.
- C. Contractor hereby agrees to complete this Project in a good and workmanlike manner, according to the Plans and Specifications agreed upon by the Parties, and according to all other Contract Documents mentioned in Article III of the Agreement. Contractor further agrees to employ only those reliable, workers and subcontractors who, to the best of his or her knowledge, are competent and skillful in the performance of the types of work required under this Contract. In compliance with 24 CFR 570.609, Contractor represents that at the time of execution hereof, Contractor and subcontractors (if any) are not listed on the HUD Disbarred Contractor’s List or removed from the NS Pre-Approved Contractors List. Contractor further agrees to discharge from the Project any workers, who are, in the Homeowner’s opinion, incompetent, unreliable, or disorderly, when Homeowner Provides Contractor with written notice of same. Such workers so discharged shall not be re-employed on the Project without Homeowner’s written consent.
- D. Warranties
- For good and valuable consideration Contractor provides the following warranties:
1. Contractor is skilled and experienced in the type of work described herein:

2. Contractor possesses any and all permits or licenses required to do the work of the nature described herein, and that said permits or licenses are valid and current for a one (1) year period from the date of final acceptance of all work required by this contract:
3. That the material and workmanship conform to all documents described in Article III of this Agreement, at the time of final inspection: and,
4. Contractor will, at his own expense, correct any non-conformance with the Plans and Specifications and any defect in material or workmanship, for a period of one (1) year from the date of Homeowner's acceptance of the work. Contractor will complete said corrections within thirty (30) calendar days or reasonable amount of time as determined by the parties thereof after receipt from the Homeowner of written notice of nonconformities or defects, and will do so in such a manner as to meet the conditions specified in the Contract Documents. This warranty shall extend to subsequent homeowners, if any, during the warranty period. The warranty shall provide that improvements, hardware and fixtures of whatever kind or nature are installed or constructed on the property by the Contractor are new and free from defects in material or workmanship. Contractor and Homeowner agree, however, that the warranty set forth in the paragraph shall apply only to such deficiencies and defects as to which Homeowner or subsequent Homeowners shall have given written notice to the Contractor, at Contractor's principal place of business, within one (1) year from the date of Homeowner's acceptance of the work.

R.M.

Contractor Initials

- E. Defects in workmanship or material shall include, but shall not be limited to, the following:
- 1) All or part of the work which is unsuitable or not in conformity with the requirements of any applicable Building, Plumbing, Electrical, or other such code;
 - 2) All or part of the work which does not conform to the Specification or the intent thereof;
 - 3) Any material or materials brought onto the work site whether or not actually used in the work, which are unsuitable or not in conformity with the requirements of any City building code; and
 - 4) Any material or materials brought on the work site, whether or not actually used in the work, which do not conform to, Specifications or the intent thereof.

The City building official or designee, or appropriate governmental authority shall have the power to determine whether any defect exist in material or workmanship of said project.

F. Breach of Warranty: Remedies

Should Contractors fail to fulfill or comply with any of the above warranties, such failure may be treated as a breach of warranty, and shall give rise to the following remedies on behalf of Homeowner;

- 1) Recession of the Agreement and obtaining substitute performance, at Contractor's expense, or,
- 2) Delay or withholding by Homeowner or Homeowner's agent of part or all of the Final Payment: or
- 3) Any other remedy provided by law or breach of any applicable implied or expressed warranty or warranties.

G. Final Clean Up

The Contractor shall remove from the work site any and all surplus or discarded materials, temporary structures, and debris of every kind; said Contractor shall leave the work site in a neat, orderly condition comparable to that which originally existed. Final clean-up shall be made upon completion of the work. Failure to finish final clean-up may, at the option of Homeowner, or Homeowner's agent, result in delay or withholding of final payment.

H. Risk of Loss

Contractor shall, at his own expense, bear the risk of loss arising from or related to any of the following:

- 1) Failure of the work to be performed;
- 2) Any additional costs associated with inclement weather conditions;
- 3) Any unforeseen circumstances occurring during the work progress;
- 4) Any unusual obstructions or difficulties which may be encountered in the process of the work; or,
- 5) Labor and/or material price increase.

I. In the event Contractor fails to comply with this contract, NS will take the necessary action to place Contractor on the HUD Disbarred Contractors list and remove contractor from the NS Pre-Approved Contractors List.

J. Contractor has notice of and agrees to the requirement of the "Section 3 Clause Notice", which is attached to this Agreement and incorporated for purposes.

K. Lead Based Paint Products

Lead based paint removal is a dangerous task and safety precautions shall be strictly enforced when workers are engaged in hazardous abatement.

L. Permits and Codes

Contractor agrees to acquire and pay for all necessary permits, license, bonds and registration required for Contractor's performance.

M. Contractor to Furnish Names and Addresses

As soon as practicable or before starting project, the Contractor shall furnish to NS the names and addresses of suppliers of materials, subcontractors and employees who will furnish labor and/or materials in value of excess of five hundred (\$500.00) dollars for purposes of performance under this Agreement. Contractor's failure to submit name and addresses of those parties who furnish materials and/or labor in excess of five hundred (\$500.00) dollars may result in withholding payment to Contractor under this Agreement. Contractor must submit proof of payment affidavit and lien waiver form each person/entity so named before final payment will be made.

N. Licensing/Bonding

Contractor shall provide copies of licenses and bonds as required by state law or City ordinance.

VIII. Insurance

A. General Requirements

Contractor and Homeowner must maintain the type and amounts of insurance required in this contract throughout the term of the agreement. Contractor and Homeowner must provide a Certificate of Insurance evidencing the required coverage types and amounts before the Contract is signed. All policies are subject to examination and approval by the Homeowner and the City for their adequacy. This contract may be terminated if the Contractor fails to comply with all insurance requirements.

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

B. Additional Requirements

The required liability insurance and their certificates must:

- 1) Name the Homeowner and City as an additional insured for operations under this contract.
- 2) Provide for 30 days advance written notice of cancellation or material change.

C. Types and Amounts of Insurance

The following insurance is required under this contract:

1. Commercial (Public) Liability \$500,000 combined single
Including, but not limited to: limit for bodily injury
Premises/Operations and property damage
• Independent Contractors (per occurrence)
• Products/Completed Operations
• Contractual Liability
(Insuring above indemnity)
And where the exposures exist
• Explosion Collapse and Underground
2. Business Automobile Liability \$500,00 combined single
To include coverage for: limit for bodily injury
• Owned/Lease Auto and property damage
• Non-owned Autos (per occurrence)
• Hired Cars
3. Professional Liability \$500,00 combined single limit
(per occurrence)
4. See Addendum for Special
Coverages and/or revisions
5. No insurance Required
Explosion Collapse and Underground

IX. Disbursement of Funds

- A. Funds will be disbursed on a reimbursement basis per payment schedule or percent completed of contracted amount, plus any change orders, less 10% retainage, according to the schedule found in Article X of this Agreement.
- B. During the course of work, partial or in-progress payments may be made. Upon a completion of an in progress Rehabilitation/Reconstruction, inspections by NS and City building officials (if required), the Contractor may submit a Contractor Request for Payment, signed by the Homeowner and the NS Inspector. Contractor must furnish fully executed and dated "Agreement to Indemnify, Certification of Payment, Release of Lien, Warranty" (hereinafter "Release of Lien") for the specified amount(s) paid to him/her AND from all subcontractors receiving such partial or in-progress payments. The NS Inspector, Homeowner, and Contractor, will execute the Certification of Inspection.
- C. Upon completion of the Rehabilitation/Reconstruction work, retainage funds will be held for thirty (30) days. The Contractor will submit a final Contractor Request for Payment, signed by the Homeowner and the NS Inspector in the amount of the 10% retainage. The NS Inspector, Homeowner, and Contractor, will execute the final Certification of Inspection.

X. Contract Sum and Payment Schedule

The first payment shall not exceed 50% of the total Rehabilitation/Reconstruction cost of the amount of deferred payment loan funds, whichever is less. Upon completion of lead based paint abatement Contractor will be reimbursed for 100% of the cost in accordance with the requirements of Article IX. Rehabilitation/Reconstruction payments will be scheduled as follows:

Reconstruction program: 40% - Demolition & Foundation; 20% - Framing; 15% - Dry-in & Decking; 15% - Roofing and Sheetrock; 10% - 30 Day Final Payment.

Rehabilitation Program: 50% - Removal of substandard; 40% - Reconstructing of all systems; 10% - 30 Day Final Payment

TOTAL \$ 193,208

XI. Financing Arrangements---Security

Contractor and Homeowner understand and agree the City will require a security for interim financing of the loan, and that furnishing of security will entail the execution and assignment by Homeowner, Contractor or both of a Security Interest Agreement and Deed of Trust. Each party therefore agrees to execute without unreasonable delay any and all instruments, documents or assignments therefore, which may be necessary to secure interim or permanent financing of the project.

XII. Liability Assumption of Risk and Indemnity

The Contractor must indemnify, hold harmless, and defend the City and Homeowner 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 or Homeowner.

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 or Homeowner is not liable or responsible for the negligence or intentional act or omissions of the Contractor or the 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, contractor and Homeowner must provide the other promptly and timely notice of any covered event which in anyway affects or might affect any party. 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 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.

XIII. Lien

- A. In the event liens are filed against this property, Contractor agrees that Homeowner or the City has the option to withhold payment until any and all liens are release or satisfied. Final payment shall not be due until Contractor has delivered to Homeowner and the City release of all liens, if any, filed on this property arising out of performance by and Contractor, subcontractor, agent, employee, or supplier. Contractor shall provide a receipt in full covering all labor and materials for which a lien could be filed, or a satisfactory bond indemnifying Homeowner and the City against any lien.
- B. If a suit is brought upon any lien filed on the property, then Homeowner or City, may recover the amount of judgement and costs, including reasonable attorney's fee, from Contractor.

- C. If any cost or liens against this property arise after Contactor has been paid, then Homeowner may recover from Contractor the amounts for which Contractor is liable.

XIV. Property Standards

- A. All Rehabilitation/Reconstruction work will be completed in compliance with the City's adopted property standards and all applicable written local building and property codes and standards.
- B. Housing Rehabilitation/Reconstruction assistance will only be provided to cover the cost of reconstruction necessary to bring the property in compliance with locally adapted, written building and property standards, Rehabilitation/Reconstruction program standards and applicable Federal and State building and property standards.

XV. Duties of City of Abilene

- A. Roles and responsibilities of the City include, but are not limited to: ensuring payment to Contractor as set forth in the Rehabilitation/Reconstruction contract, communication with the Homeowner and Contractor regarding all administrative procedures that affect completion of reconstruction work; advising the Homeowner regarding City property standards, building code requirements, local property standards and housing Rehabilitation/Reconstruction standards which may affect the prioritization of work items; and documenting project files in compliance with all applicable HUD regulations.
- B. Roles and responsibilities of the City, the Homeowner, and the Contractor are more specifically outlined in the NS Single-Family Rehabilitation/Reconstruction Program Guidelines, incorporated herein by reference.

XVI. Written Agreement Provisions

- A. Modification
Homeowner and Contractor expressly agree that no material changes or alterations in the description of work or price provided in the Agreement shall be made unless in writing and mutually agreed to by Contractor, Homeowner, and NS.
- B. Change orders may be authorized for necessary work items that were initially overlooked which could not be determined until the course of the reconstruction work had already begun. Change orders must be approved in writing by Homeowner, City NS manager and department director prior to the commencement of the proposed changed work, in order for such cost to be reimbursable.
- C. Change order risk shall be carried by Contractor.

- D. Homeowner or Contactor with concerns about the administration or operation of the Rehabilitation/Reconstruction Program should communicate these concerns to the Housing Counselor in writing. If concerns cannot be negotiated or resolved successfully between the parties, a party may request a decision from the Neighborhood Services Manager. The program procedures may be found in the NS Single-Family Rehabilitation/Reconstruction Program Guidelines.
- E. Homeowner agrees to abide by the HOME regulations as set forth in 24 CFR part 92, which is incorporated as part of this agreement by reference. A copy of the regulation can be accessed at: <http://www.hud.gov/offices/cpd/affordablehousing/lawsandregs/regs/finalrule.pdf>.
- F. Equal opportunities
Contractor and Homeowner agree to provide equal opportunity to all persons without discrimination as to race, color, religion, national origin, sex, marital status, age, and status with regard to public assistance or disability.
- G. Interpretation of Contract
In the event of any dispute, this Agreement shall be interpreted in accordance with Texas law.
- H. Boycott of Israel
In accordance with Chapter 2270, Texas Government Code, a Governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
- This section only applies to a contract that: (a) is between a government entity and a company with 10 or more full-time employees, and (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, "company" does not include a sole proprietorship.
- If the section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of the contract.

XVII. Completion and Liquidated Damages

- A. The commencement and completion dates are essential conditions of the Agreement. The work must begin as stated in the Notice to Proceed. The Contractor must proceed with the work at a rate of progress to ensure full completion within the contract time. The Contractor and the Homeowner expressly agree that the contract time for completing the work is a reasonable time as determined by the parties considering the average climatic and economic conditions and other factors prevailing in the locale. Because time is of the essence in this contract liquidated damages apply to its performance. For each working day that any work remains uncompleted

after the final completion time as stated in the Notice to Proceed, the City may deduct the amount stated below from money due to the Contractor.

1. If \$1.00 to \$25,000.00 is due to Contractor, the deduction amount will be \$10.00 per working day.
2. If \$25,001 or more is due to Contractor, the deduction amount will be \$15.00 per working day.
3. The sums of money deducted for failure to complete any portion of the work on time are not a penalty, but are reasonable liquidated damages, per working day, for defaulting on the contracted final completion date. The Homeowner and Contractor agree to fixed amounts because it is impractical and extremely difficult to ascertain actual damages that would be sustained. The Contractor or Contractor's surety must promptly pay any additional amounts if the amount the City withholds from money due the Contractor does not cover the amount of liquidated damages.
4. The City will not charge Contractor liquidated damages or any excess cost when Contractor has given prompt written notice to Homeowner and NS prior to completion date, and NS confirms the delay in completion of the work is due to:
5. Any preference, priority or allocation order issued by NS; unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including acts of God, of the public enemy, of NS or another contractor or the performance of a contract with NS, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and abnormal and unforeseeable weather; or any delays of subcontractors caused by the same occurrences that are previously listed above.

Executed this _____ day of _____, 2021

Homeowner

Sally Carrillo
Printed Name

This instrument was acknowledge before me on the _____ day of _____, 2021 by _____

Notary Public, State of Texas

Print Name

Commission Expires

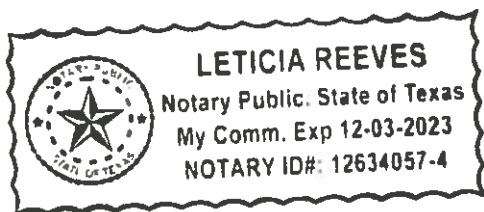
Rick Martinez
Contractor

#75-2633686

Federal Tax ID#

Owner _____
Title _____

This instrument was acknowledge before me on the 16th day of
June, 2021 by Rick Martinez



Leticia Reeves
Notary Public, State of Texas

Leticia Reeves
Print Name

12-03-2023
Commission Expires

CITY OF ABILENE

Robert Hanna, City Manager

ATTEST:

Shawna Atkinson, City Secretary

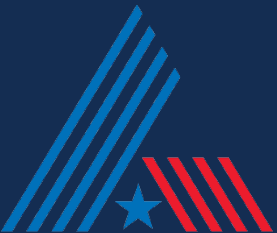
APPROVED:

Stanley Smith, City Attorney

NEIGHBORHOOD SERVICES

SINGLE-FAMILY REHABILITATION/RECONSTRUCTION PROJECT

882 Cottonwood Street

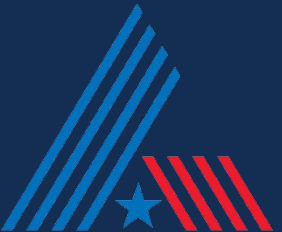


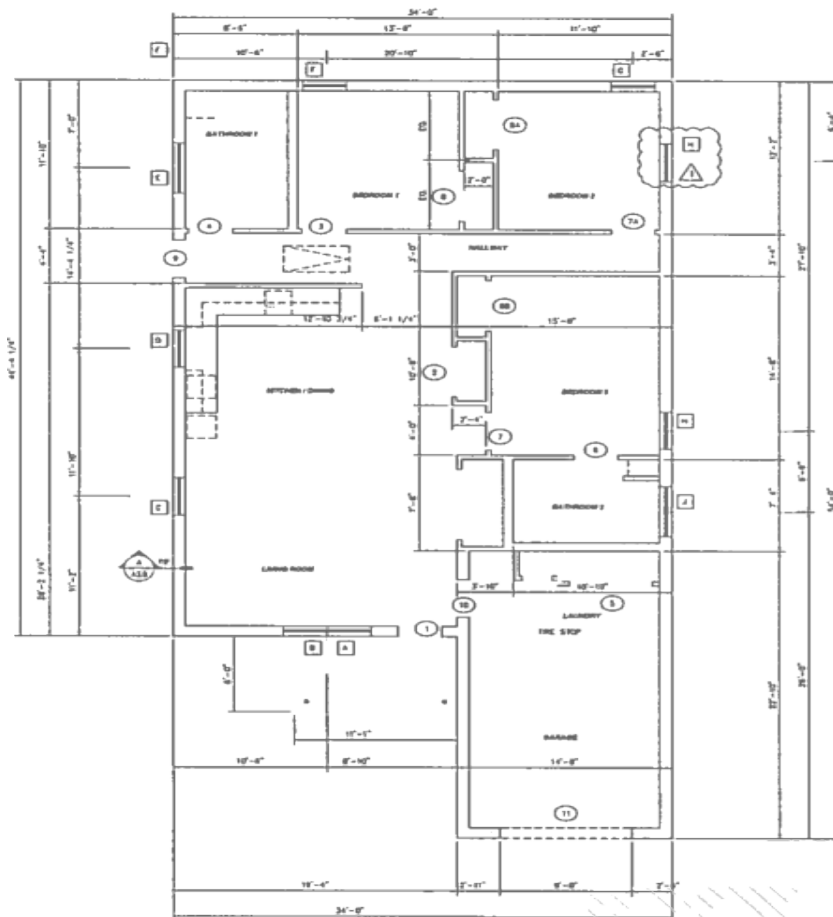
Agenda Item:

Reconstruction Project

#CB-2137

- The Agreement for this owner-occupied project involves the Demolition and Reconstruction of a substandard existing property. The project will provide the family a safe and secure home.
- Project Advertised May 16, 2021 & May 23, 2021. Bids were opened June 3, 2021.
- Three bids were received.
- Staff recommends award of contract to Rick's Construction, in the amount of \$193,208.





 **FOUNDATIONS**
SCALE: 1/8"=1'-0"

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	05/23/21	ADD 000000	
2	6	2	
3	6	2	
4	6	2	
5	6	2	

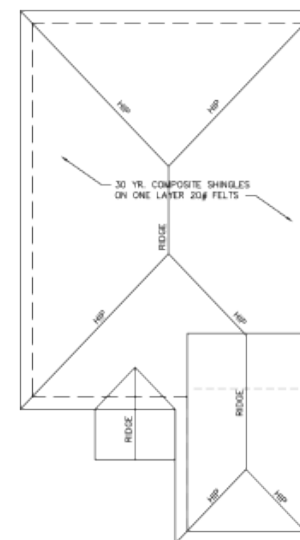
Page 89 of 324



1. ALL EXTERIOR WINDOW AND DOOR OPENINGS SHALL BE COMPLETELY FLASHED AND SEALED TO SHEATHING. FILL ALL GAPS WITH SPRAY-ON FOAM INSULATION.
2. PROVIDE ALUMINUM THRESHOLD AT EXTERIOR DOORS SET IN BED OF SEALANT
3. PROVIDE COMPLETE HARDWARE FOR EACH DOOR. EXTERIOR DOORS TO RECEIVE KEYED CYLINDER AND DEAD BOLT

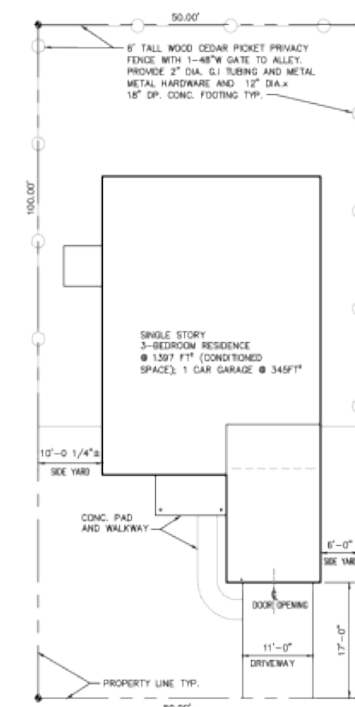
WINDOW			GLAZING	REMARKS
NCL	SIAT	SIZE	DBL GLZ	DOUBLE HUNG WITH ARGON GAS
A	NC	3050	DBL GLZ	DOUBLE HUNG WITH ARGON GAS
B	NC	3050	DBL GLZ	DOUBLE HUNG WITH ARGON GAS
C	NC	3050	DBL GLZ	DOUBLE HUNG WITH ARGON GAS
H	NC	3038 (42" TALL)	DBL GLZ	DOUBLE HUNG WITH ARGON GAS
E	ALUM	4012	DBL GLZ	3 EXPR. EXTRUDED ALUMINUM
F	NC	3050	DBL GLZ	DOUBLE HUNG WITH ARGON GAS
G	NC	3050	DBL GLZ	DOUBLE HUNG WITH ARGON GAS
H	NC	3050	DBL GLZ	DOUBLE HUNG WITH ARGON GAS
J	ALUM	4012	DBL GLZ	3 EXPR. EXTRUDED ALUMINUM

1. ALL EXTERIOR WINDOW AND DOOR OPENINGS SHALL BE COMPLETELY FLASHED AND SEALED TO SHEATHING. FILL ALL GAPS WITH SPRAY-TYPE FOAM INSULATION.
2. CONTRACTOR TO PROVIDE AND INSTALL MINI BLINDS
3. TEMPERED GLASS REQUIRED WHEN NEAREST VERTICAL EDGE GLAZING IS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF THE DOOR. SEE R308.4.2. (DOOR 1)



The author
can be reached
at
Randy R.
04/03/91
at
and
and
and

SINGLE-FAMILY DWELLING
FOR
CITY OF ABILENE
ABILENE, TX



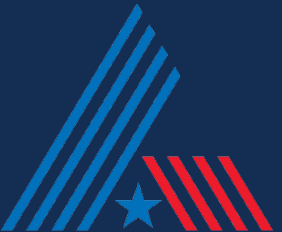
A2.0 SCALE: 1"=10'-0"

PROJ. NO.:
DATE:
REVISION:
DESIGNER: RRB
DRAFTER: LE-

SITE PLAN, EXT. ELEVS.
SCHEDS & ROOF PLAN

444 N. 1st STREET
SUITE 200
ARLINGTON, TEXAS
(214) 691-1290

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/24/2021

TO: Robert Hanna, City Manager

FROM: Gregory McCaffery

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Extended Term Street Use License with Gunn General Contractors, Inc. (Family Dollar Store) (Greg McCaffery)

GENERAL INFORMATION

Gunn General Contractors, Inc. has submitted an application for an Extended Term Street Use License to use a portion of City right-of-way along the east side of Poplar Street adjacent to the TCAD Property ID #72108 (location depicted on map). Applicant will be re-platting 1357 & 1301 S. 14th for the purposes of building a Family Dollar Store. Through the site plan review process this location was identified as the most suitable location for the dumpster enclosure, providing ease of access for the Solid Waste truck.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff has reviewed this request and recommends that the City Council authorize the City Manager to execute the attached Extended Term Street Use License with Gunn General Contractors, Inc. for use of a portion of the City's right-of-way along the east side of Poplar Street.

-

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution (2b)
2. SUL Pkt
3. Presentation2020

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENDED TERM STREET USE
LICENSE WITH GUNN GENERAL CONTRACTORS, INC.**

WHEREAS, the applicant has submitted an Extended Term Street Use License application to construct and maintain a dumpster enclosure using less than 100 s.f of Right-of-Way along the east side of Poplar Street; and

WHEREAS, this application and Extended Term Street Use License have been reviewed and approved by City Staff.

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

PART 1: That the City Manager is hereby authorized to execute the Extended Term Street Use License with Gunn General Contractors, Inc.

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

ADOPTED this 24th day of June , 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

THE STATE OF TEXAS

STREET USE LICENSE AGREEMENT
EXTENDED TERM

COUNTY OF TAYLOR

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this ____ day of _____, A.D., 2021, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and Gunn General Contractors, Inc., hereinafter referred to as "Licensee".

WITNESSETH:

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

Approximately 100 s.f of Right-of-Way along the east side of Poplar Street adjacent to TCAD property ID #72108 (to be re-addressed as 1402 Butternut Street)

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

I. Purpose:

The purpose of this License is to permit Licensee to:

To allow for ease of access to the dumpster by Solid Waste.

II. Indemnity:

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

injury or damage to any property or right

injury, damage, or death to any person or entity

attorneys fees, witness fees, expert witness fees and expenses, and
all other costs and expenses of litigation

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

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

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

B. Indemnity

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

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

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects which may now exist or which may hereafter arise on the premises, whether or not caused in whole or in part by improvements constructed by the Licensee. Responsibility for all such defects is expressly assumed by the Licensee.

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

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

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

III. Insurance

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

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

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

All insurance policies or certificates shall contain the following provisions:

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

All insurance policies shall be subject to the examination and approval of the Office of the City Attorney, City of Abilene, Texas, for their adequacy as to form and content, form of protection, and insurance company. Licensee shall furnish to City Secretary for her License file certificates or copies of the policies, plainly and clearly evidencing such insurance at the time of application, and thereafter new certificates prior to the expiration date of any prior certificate.

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

IV. License Requirements and Restrictions:

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

2. The construction signing and barricading requirements of the Texas Manual On Uniform Traffic Control Devices shall be met for all work done in the public right-of-way.

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

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

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

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

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

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

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

V. Termination

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

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

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

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

CITY OF ABILENE, TEXAS

NAME OF LICENSEE:

City Manager

Gunn General Contractors, Inc.

ATTEST:

By: _____

Signature

City Secretary

RONNIE KETTER PARTNER
Printed Name and Title

APPROVED:

Business Address: 33300 Egypt Lane, Suite

City Attorney

Suite D-2, Magnolia, TX 77354

EXHIBIT "A"
STREET USE LICENSE AGREEMENT

WITH Gunn General Contractors, Inc.

CONDITIONS & COVENANTS

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

1. The Licensee shall contact the city's Engineering Division (676-6281) prior to commencing any work in the right-of-way.
2. The Licensee shall submit a traffic control plan to the Traffic and Transportation Division (676-6281) for approval before beginning any work that will result in blocking traffic lanes.
3. The Licensee shall contact the Traffic Signal Shop (676-6066) or the Traffic Engineering office (676-6281) for location of traffic signal facilities and shall contact the Water Utilities Department (676-6425) for location of water and sewer lines before beginning excavation in the right-of-way.
4. The Licensee shall contact the city of Abilene Building Inspections (676-6232) regarding any necessary permits for the installation of the requested facility.
5. The Licensee shall ensure all underground utilities are identified and marked prior to any excavation.
6. The Licensee shall barricade any excavation in the right-of-way to prevent pedestrian and/or vehicular access while excavation is unattended. Any barricades left in the right-of-way overnight must be lighted.
7. The Licensee shall promptly repair all signs, pavement markings, and other traffic control devices damaged by its work in the right-of-way.
8. If the City determines that the subject right-of-way is needed for purposes that would be adversely impacted by the permitted facility, the Licensee shall remove the permitted facility within sixty (60) days notice of cancellation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/20/2021

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

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

PRODUCER

BRIGANCE INSURANCE AGENCY
AGENT: VICKIE WENDT
PO BOX 1437
MAGNOLIA TEXAS 77353

CONTACT NAME: VICKIE WENDT

PHONE (A/C, No, Ext): (281) 351-5000

FAX (A/C, No):

E-MAIL ADDRESS: VICKIE@BRIGANCEINSURANCE.NET

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: ADMIRAL INSURANCE COMPANY

INSURER B: GENERAL STAR INDEMNITY

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

GUNN GENERAL CONTRACTORS INC;
G2K DEVELOPMENT LLC
33300 EGYPT LN STE D200
MAGNOLIA TX 77354

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	Y Y	CA00004193601	05/15/2021	05/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					\$ \$ \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
B	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	IMA335313B INSURER B	05/18/2021	05/16/2022	\$ 10,000.00
B	COMPL PROPERTY					

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

GENERAL CONTRACTOR-

GENERAL LIABILITY POLICY INCLUDES A BLANKET ADDITIONAL INSURED, BLANKET WAIVER OF SUBROGATION, BLANKET PRIMARY & NON-CONTRIBUTORY ENDORSEMENT. COVERAGE AFFORDED WHEN SIGNED AGREEMENT BETWEEN BOTH PARTIES IS IN PLACE REQUESTING SUCH COVERAGE.

AI: CITY OF ABLILENE

CERTIFICATE HOLDER

City of Abilene
555 Walnut Street Suite 100
Abilene, TX 79601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Vickie Wendt / Brigance Insurance Agency

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STREET USE LICENSE AGREEMENT
EXTENDED TERM

APPLICATION

Applicant: GOMA GENERAL Contractors Phone: 832-330-6003
Address: 33300 Egypt Lane, Suite D-200, Magnolia, TX 77854
Agent: BERRY Engineering, LLC - Chris Berry Phone: 423-790-5880

Description of Public Right-of-Way to be used: < 100 S.F. within Poplar St. R.O.W.
located along east side of Poplar St adjacent to property
ID 72108; south of S. 14th St.

Owner of adjacent property: _____

Proposed use of public right-of-way: Dumpster enclosure encroachment

Reasons for the request: Encroachment allows for easier access to dumpster
by public works. Other possible dumpster orientations either
require truck to back onto public streets (not allowed) or
negatively impact proposed driveway spacings.

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

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

Chris Berry
Signature of Applicant or Agent

5/21/21
Date

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

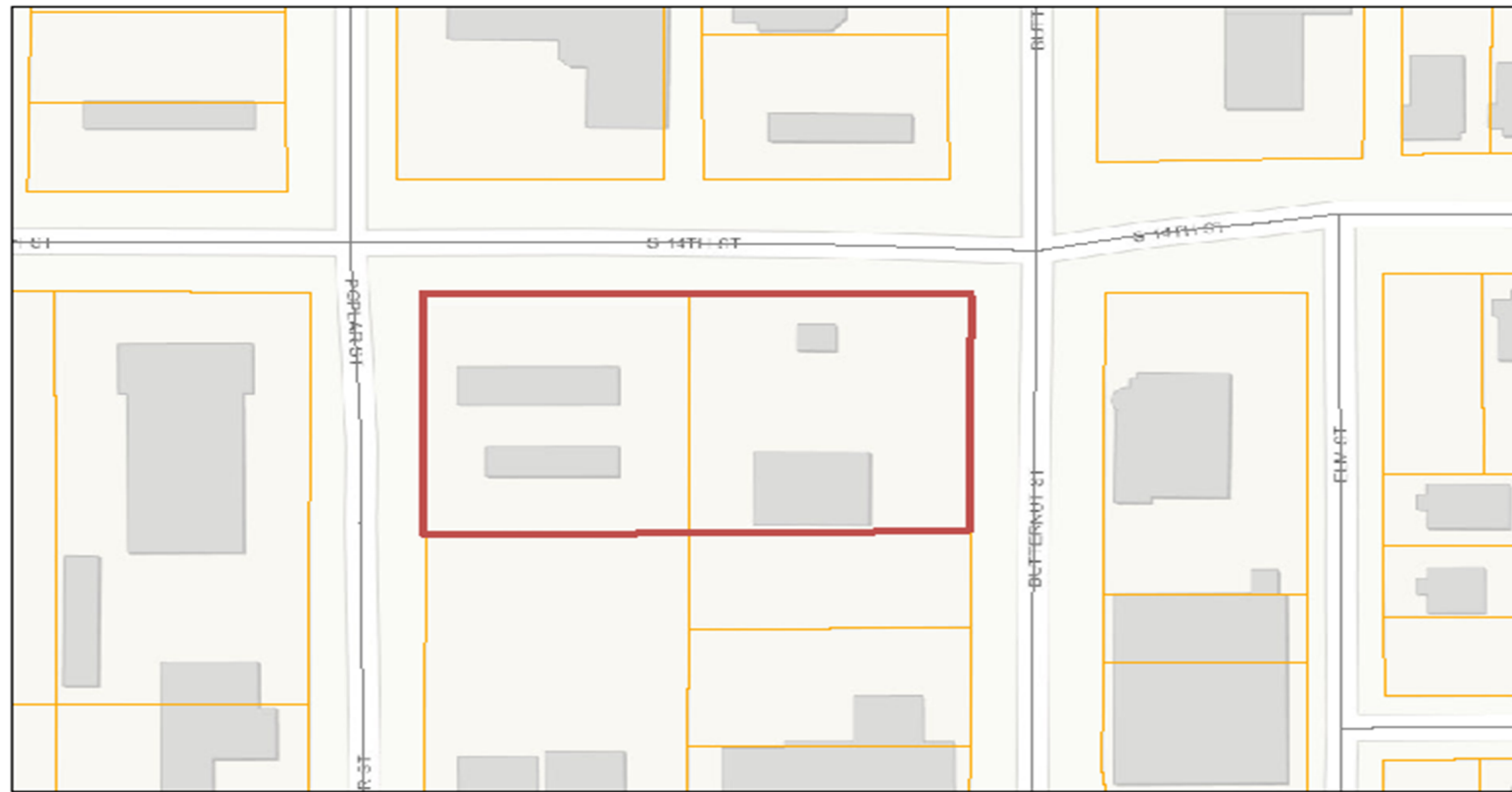
Agenda Item: Extended Term Street Use License

Resolution: Approval of Extended Term
Street Use License
(McCaffery)



LOCATION MAP

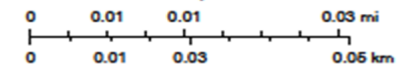
ArcGIS Web Map



6/15/2021, 9:35:22 AM

- Courier Parcels
- Road Centerlines

1:1,128

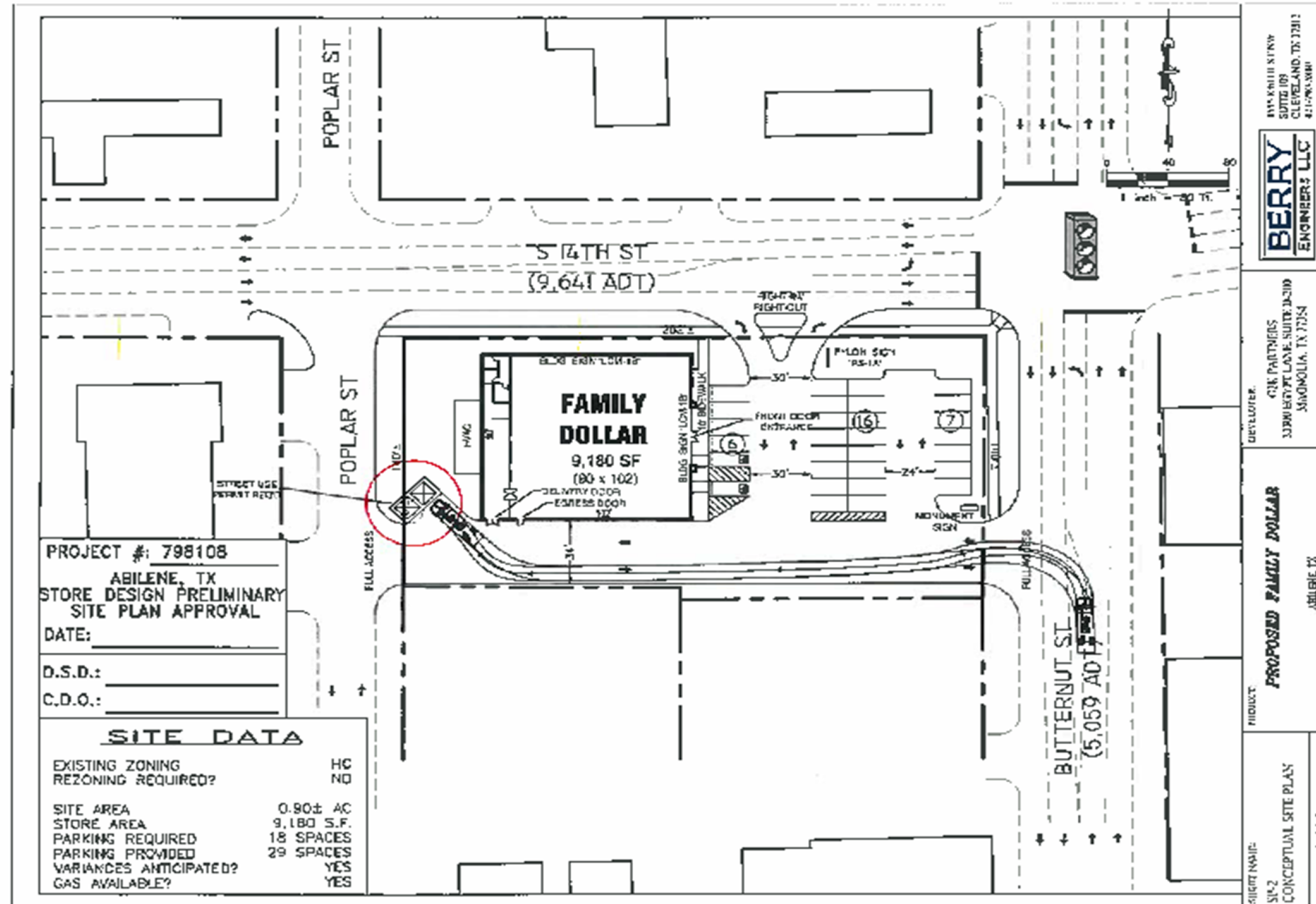


City of Abilene, Taylor County, Texas Parks & Wildlife, Esri, HERE, Garmin,

ArcGIS Web AppBuilder

City of Abilene, Taylor County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

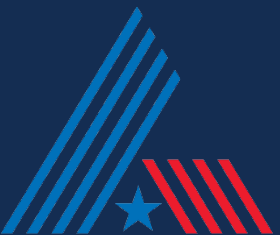
Site Plan



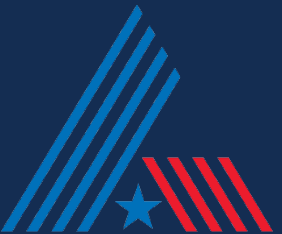
Agenda Item:

Extended Term Street Use License

- Gunn General Contractors, Inc. has submitted an application for an Extended Term Street Use License to use a portion of City right-of-way along the east side of Poplar Street adjacent to the TCAD property ID #72108 for the purpose of building a dumpster enclosure which allows for easier access of the dumpster by Solid Waste. The application has been reviewed and found to be complete.
- Staff recommends approval of the Extended Term Street Use License.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/24/2021

TO: Robert Hanna, City Manager

FROM: Gregory McCaffery

SUBJECT: 9. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amendment of the Schedule of Rates and Charges for the City of Abilene Stormwater Services (*Greg McCaffery*)

GENERAL INFORMATION

The City Council adopted the Abilene Master Drainage Plan, with a 25 year implementation plan, with an anticipated revised Schedule of Rates and Charges for the Stormwater Services on August 13, 2020. Section 32-160 and 32-367 of the Abilene Municipal Code provide for the establishment of a Schedule of Rates and Charges for the Stormwater Service, including necessary capital improvements plans.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

It is recommended in keeping with the Stormwater Utility Financial Model that a 5% rate increase be adopted for 2021-2022. This rate increase should generate an additional revenue of \$150,000 and a total annual revenue of \$3.02 million for use in Stormwater Service, with priority towards various capital improvements design, construction start-ups and implementation per the Master Drainage Plan.

STAFF RECOMMENDATION

Staff recommends the adoption of the rates and charges as presented.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance_Stormwater Rates and Charges_2021_22
2. 152-2020 - Adopting the Abilene Master Drainage Plan, 25 Year Implementation Plan and revising the schedule of rates and charges for Stormwater Service
3. PP_Stormwater_Rates_Charges

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND ADOPTING FEES AND CHARGES FOR THE SCHEDULE OF RATES AND CHARGES FOR THE MUNICIPAL STORMWATER SERVICES, FOR THE CITY OF ABILENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; CALLING A PUBLIC HEARING.

WHEREAS, Section 32-160 and 32-367 of the Abilene Municipal Code provide for the establishment of a Schedule of Rates and Charges for the Stormwater Service; and,

WHEREAS, the Schedule of Rates and Charges for the Stormwater Service (Rate Schedule) has from time to time been revised by the City Council; and,

WHEREAS, on September 12, 2019 the City Council of the City of Abilene adopted, by Ordinance No. 52-2019, a Schedule of Fees and Charges; and,

WHEREAS, the City of Abilene completed the Abilene Master Drainage Plan and a forecast for Stormwater fee increase to implement the plan, and the Final Report has been presented to the City Council; and,

WHEREAS, in response to that Final Report, City staff is recommending that the Abilene City Council adopt revised Rates and Charges for Stormwater Services for the next Five years thereby allowing the Twenty Five Year Implementation Plan of the Abilene Master Drainage Plan.

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

PART 1: That the Schedule of Fees and Charges for Stormwater for the City of Abilene, Texas is revised as set out in Exhibit “A”, attached and made a part of this ordinance for all purposes.

PART 2: That this Schedule of Fees and Charges for the City of Abilene, Texas shall be kept on file in the City Secretary’s Office.

PART 3: That the effective date of this ordinance shall be the first billing cycle in September, A.D., 2021.

PASSED ON FIRST READING on the 24th day of June, A.D., 2021.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for a final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on 4th day of July, 2021, the same as more than 24 hours prior to a public hearing being held in the City Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 9th day of July, 2021, to permit the public to be heard.

PASSED ON THE SECOND AND FINAL READING THIS 9TH DAY OF JULY, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

EXHIBIT A

**CITY OF ABILENE
SCHEDULE OF RATES AND CHARGES
ADOPTED _____
BY ORDINANCE NO _____**

PERCENTAGE RATE INCREASE - STORMWATER RATE

	Current	FY 2020- 2021	FY 2021- 2022	FY 2022- 2023	FY 2023- 2024	FY 2024- 2025	FY 2025- 2026
Percentage Increase	0%	0%	5%	5%	0%	2%	4%

RESIDENTIAL STORMWATER RATES

	Current	FY 2020- 2021	FY 2021- 2022	FY 2022- 2023	FY 2023- 2024	FY 2024- 2025	FY 2025- 2026
Residential - Tier 1	\$2.53	\$2.53	\$2.66	\$2.79	\$2.79	\$2.85	\$2.96
Residential - Tier 2	\$3.33	\$3.33	\$3.50	\$3.68	\$3.68	\$3.75	\$3.90
Residential - Tier 3	\$4.01	\$4.01	\$4.21	\$4.43	\$4.43	\$4.51	\$4.69
Residential - Tier 4	\$4.88	\$4.88	\$5.12	\$5.38	\$5.38	\$5.49	\$5.71

COMMERCIAL STORMWATER RATES

	Current	FY 2020- 2021	FY 2021- 2022	FY 2022- 2023	FY 2023- 2024	FY 2024- 2025	FY 2025- 2026
Minimum Charge	\$6.18	\$6.18	\$6.48	\$6.81	\$6.81	\$6.94	\$7.22
Maximum Charge	\$61.75	\$61.75	\$64.84	\$68.08	\$68.08	\$69.44	\$72.22
Commercial Rate	\$0.00068	\$0.00068	\$0.00071	\$0.00075	\$0.00075	\$0.00076	\$0.00079

ENVIRONMENTAL CHARGE - STORMWATER RATE

	Current	FY 2020- 2021	FY 2021- 2022	FY 2022- 2023	FY 2023- 2024	FY 2024- 2025	FY 2025- 2026
Environmental Charge	\$1.05	\$1.05	\$1.10	\$1.16	\$1.16	\$1.18	\$1.23

RESOLUTION NO. 152-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, ADOPTING THE ABILENE MASTER DRAINAGE PLAN, ITS TWENTY FIVE YEAR IMPLEMENTATION PLAN AND REVISING THE SCHEDULE OF RATES AND CHARGES FOR THE MUNICIPAL STORMWATER SERVICES

WHEREAS, Section 32-160 and 32-367 of the Abilene Municipal Code provide for the establishment of a Schedule of Rates and Charges for the Stormwater Service; and,

WHEREAS, the Schedule of Rates and Charges for the Stormwater Service (Rate Schedule) has from time to time been revised by the City Council; and,

WHEREAS, on September 12, 2019 the City Council of the City of Abilene adopted, by Ordinance No. 52-2019, a Schedule of Fees and Charges; and,

WHEREAS, the City of Abilene contracted with HDR, Inc. to prepare Abilene Master Drainage Plan and forecast a Stormwater fee increase to implement the plan, and the Final Report has been presented to the City Council; and,

WHEREAS, in response to that Final Report, City staff is recommending that the Abilene City Council adopt the Abilene Master Drainage Plan, its Twenty Five Year Implementation Plan to revise the Rate and Charges Schedule for Stormwater Services for the next Five years.

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

PART 1: That the City Council adopts the Abilene Master Drainage Plan, its Twenty Five Year Implementation Plan to revise the Schedule of Rates and Charges for Stormwater Services as set forth on Exhibit "A" which is attached and incorporated hereto.

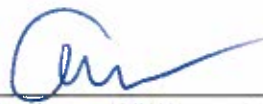
PART 2: That this Resolution adopting the Abilene Master Drainage Plan, its Twenty Five year Implementation Plan to revise the Schedule of Rates and Charges for Stormwater Service shall be kept on file in the City Secretary's Office and in the Stormwater Service Division and Public Works Department Offices.

PART 3: City staff will annually review the Schedule of Rates and Charges for Stormwater Service to ensure that projected revenues can cover all projected expenses and financial obligations of the Stormwater Services Division of the Public Works Department.

ADOPTED the 13th day of August 2020.

ATTEST:


Shawna Atkinson, City Secretary


Anthony Williams, Mayor

APPROVED:

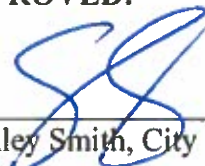

Stanley Smith, City Attorney

EXHIBIT A

**CITY OF ABILENE
PUBLIC WORKS DEPARTMENT
STORMWATER SERVICES DIVISION
SCHEDULE OF RATES AND CHARGES
ADOPTED August 13, 2020
BY RESOLUTION NO 152-2020**

HDR, Inc. proposes a 5% rate increase to the Stormwater Fees in FY 2021-2022. Approximately 40,000 customer count is forecasted for FY 2021-2022, per the Stormwater Utility Financial Model, which should generate an additional revenue of \$150K and a total annual revenue of \$3.02M.

HDR, Inc. proposes a second 5% rate increase to the Stormwater Fees in FY 2022-2023, no increase in FY 2023-2024, 2% increase in FY 2024-2025 and 4% increase in FY 2025-2026.

EXHIBIT A

**CITY OF ABILENE
PUBLIC WORKS DEPARTMENT
STORMWATER SERVICES DIVISION
AMENDED SCHEDULE OF RATES AND CHARGES**

PERCENTAGE RATE INCREASE - STORMWATER RATE

	Current	FY 2020- 2021	FY 2021- 2022	FY 2022- 2023	FY 2023- 2024	FY 2024- 2025	FY 2025- 2026
Percentage Increase	0%	0%	5%	5%	0%	2%	4%

RESIDENTIAL STORMWATER RATES

	Current	FY 2020- 2021	FY 2021- 2022	FY 2022- 2023	FY 2023- 2024	FY 2024- 2025	FY 2025- 2026
Residential - Tier 1	\$2.53	\$2.53	\$2.66	\$2.79	\$2.79	\$2.85	\$2.96
Residential - Tier 2	\$3.33	\$3.33	\$3.50	\$3.68	\$3.68	\$3.75	\$3.90
Residential - Tier 3	\$4.01	\$4.01	\$4.21	\$4.43	\$4.43	\$4.51	\$4.69
Residential - Tier 4	\$4.88	\$4.88	\$5.12	\$5.38	\$5.38	\$5.49	\$5.71

COMMERCIAL STORMWATER RATES

	Current	FY 2020- 2021	FY 2021- 2022	FY 2022- 2023	FY 2023- 2024	FY 2024- 2025	FY 2025- 2026
Minimum Charge	\$6.18	\$6.18	\$6.48	\$6.81	\$6.81	\$6.94	\$7.22
Maximum Charge	\$61.75	\$61.75	\$64.84	\$68.08	\$68.08	\$69.44	\$72.22
Commercial Rate	\$0.00068	\$0.00068	\$0.00071	\$0.00075	\$0.00075	\$0.00076	\$0.00079

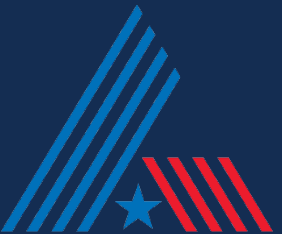
ENVIRONMENTAL CHARGE - STORMWATER RATE

	Current	FY 2020- 2021	FY 2021- 2022	FY 2022- 2023	FY 2023- 2024	FY 2024- 2025	FY 2025- 2026
Environmental Charge	\$1.05	\$1.05	\$1.10	\$1.16	\$1.16	\$1.18	\$1.23

Agenda Item:
Ordinance Amendment (First Reading)
Schedule of Rates and Charges
Stormwater Services
(McCaffery)



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/24/2021

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **10. Ordinance (First Reading) Z-2021-11: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request From HRT Enterprises Inc. and Johnny Trotter, Represented by Jacob Martin LLC, to Change Zoning from Agricultural Open Space (AO) to Residential Single-Family (RS-6) on 245.285 Acres of Now-Vacant Land Bordering 3000-3100 Blocks (North Side) of Highway 351 and 3500-3600 Blocks (East Side) of East Lake Road. (Mike Warrix)**

GENERAL INFORMATION

The request is to rezone approximately 242 acres of vacant land from Agricultural Open Space (AO) to Residential Single-Family (RS-6). Based on the information provided in the application, the purpose of this request is to add new home sites to the entirety of the tract.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5 - 0.

ATTACHMENTS:

1. Z-2021-11 draft ordinance
2. 1- Z-2021-11 Staff report
3. 2- Heritage park Application
4. 3- Z-2021-11 council presentation

ORDINANCE NO. _____

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

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PASSED ON FIRST READING the 24th day of June, 2021.

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 15th day of May, 2021, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 8th day of July, 2021, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 8th day of July, 2021.

ATTEST:

CITY SECRETARY

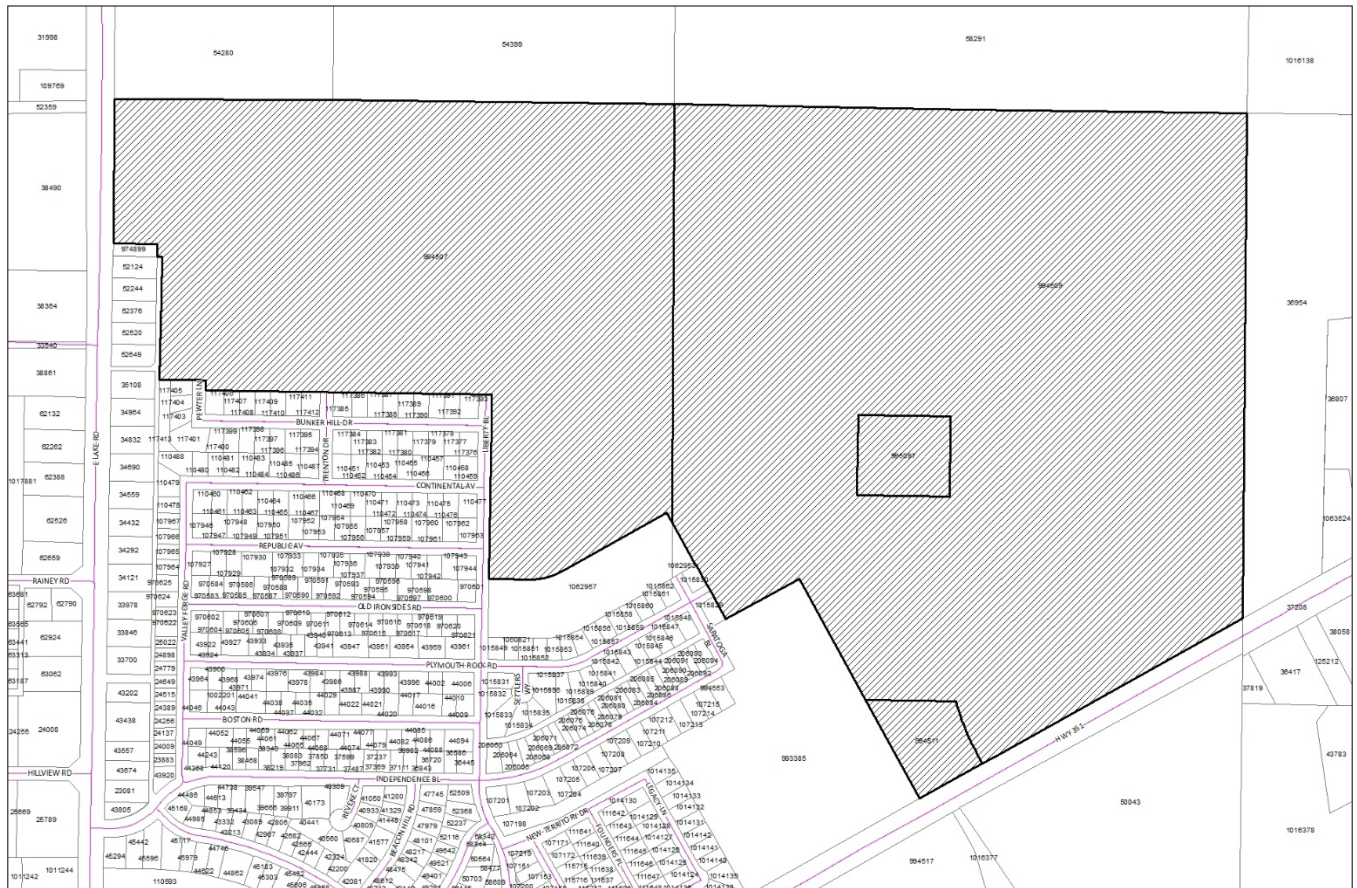
MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described 239.658 acres of land, from an Agricultural Open Space (AO) to a Residential Single-Family (RS-6) District:



BEING 253.733 acres of land out of the southwest and southeast quarters of Blind Asylum Lands Section 21 and the northwest and northeast quarters of Blind Asylum Lands Section 25 in the City of Abilene, Taylor County, Texas and containing the follow tracts of land conveyed to Musgrave and Musgrave, LLP: (1) remainder of 223.29 acres recorded on Page 857 in Volume 3121 of Official Public Records of Real Property in Taylor County, Texas; (2) remainder of 20.21 acres described on Instrument Number 2008-15508 of said Official Public Records; (3) a 5.50-acre tract recorded in Instrument Number 2013-11420 of said Official Public Records; and (4) a 79.0-acre tract recorded on Page 967 in Volume 3127 of said Official Public Records; these 253.733 acres being more particularly described by metes-and-bounds as follows:

BEGINNING at a found $\frac{3}{4}$ -inch aluminum rod with 2-inch aluminum Jacob & Martin, Ltd. Cap (henceforth called a standard monument) with Texas State Plane Coordinates of N=6,862,457.92 feet and E=1,605,127.64 feet, and lying in the northwesterly right-of-way line of State Highway No. 351, for the southeasterly corner of Lot 1 in Block A of Heritage Parks Section 9 in the City of Abilene, Taylor County, Texas and as shown on a plat thereof recorded on Slide 121 in Cabinet 4 of Plat Records for said Taylor County, Texas;

THENCE N. 29° 08' 50" W. along the east line of said Heritage Parks Section 9, same being a southwest-erly line of the remainder of said 223.20-acre tract, at 1041.20 feet pass the east line of said 20.21-acre remainder tact, **continuing a total distance of 1147.17 feet** to a found standard monument, for a corner;

THENCE S. 60° 53' 12" W., at 452.75 feet pass a standard monument found for the northwest corner of said Heritage Parks Section 9, at 527.75 feet pass a standard monument found for the northeast corner of a 20-foot-wide dedicated alley containing 0.694 acres as shown per Replat of Heritage Parks Addition, Section 5, Block B recorded on Slide 41 in Cabinet 4 of Plat Records for said Taylor County, Texas, and **continuing a total distance of 1355.50 feet** to an iron rod found in the north line of said Section 5;

THENCE continuing along the north line of said 20-foot-wide alley for a southerly line of the herein described 253.733-acre tract, over and across following bearings and distances:

S. 62° 21' 10" W. for a distance of 39.22 feet to a point,

S. 66° 09' 35" W. for a distance of 38.41 feet to a point,

S. 70° 32' 15" W. for a distance of 38.36 feet to a point,

S. 74° 54' 56" W. for a distance of 38.36 feet to a point,

S. 79° 17' 36" W. for a distance of 38.14 feet to a point, and

S. 84° 34' 12" W. for a distance of 52.63 feet to a ½-inch rebar rod with a Jacob & Martin, Ltd. cap set in the east right-of-way line of Liberty Boulevard, same being the west line of said 20.21-acre remainder tract and the northwest corner of said Block B in Heritage Parks Addition, Section 5, and being an interior corner thereof;

THENCE N. 00° 54' 12" E. along the east right-of-way line of Liberty Boulevard, at 561.01 feet pass a 60d nail found for the northwest corner of said 20.21-acre remainder tract, and **continuing a total distance of 1560.44 feet** to a standard monument found for the northeast corner of Heritage Parks Addition, Section 8, as shown on a plat thereof recorded on Slide 365-B in Cabinet 2 of Plat Records for Taylor County, Texas, for an interior corner of this herein described 253.733-acre tract and of said 223.29-acre remainder tract;

THENCE N. 89° 05' 45" W. for a distance of 1299.55 feet along a north line of said Heritage Parks Addition, Section 8 and a southerly line of said 223.29-acre remainder tract, to a standard monument found for an ell corner of this herein described 253.733-acre tract and of said 223.29-acre remainder tract;

THENCE N. 00° 34' 13" E. for a distance of 44.81 feet along the east right-of-way line of Pewter Lane, to a standard monument found for an interior corner of this herein described tract and of said 223.29-acre remainder tract, and being the most westerly northeast corner of said Heritage Parks Addition, Section 8;

THENCE N. 89° 06' 22" W. for a distance of 209.84 feet along the most westerly and northerly north line of said Section 8, to a standard monument found for the northwest corner thereof, same being on the east line of a 20-foot-wide alley and on the east line of Harvest Hill Addition, Section 1, according to a plat thereof recorded on Slide 188-D in Cabinet 2 of Plat Records for Taylor County, Texas;

THENCE N. 00° 47' 47" E. for a distance of 555.94 feet along said 20-foot-wide alley, to a ½-inch rebar rod with a Jacob & Martin, Ltd. cap set for the northeast corner of Quail Valley Northeast, Section 2, according to a plat thereof recorded on Slide 475 in Cabinet 1 of Plat Records for Taylor County, Texas;

THENCE N. 89° 08' 20" W. for a distance of 19.77 feet along the north line of said Quail Valley Northeast, Section 2, to a ½-inch rebar rod with a Jacob & Martin, Ltd. cap found for the southeast corner of a called 0.321-acre tract conveyed to J.D. Wilson and described on Page 175 in Volume 3119 of Official Public Records of Real Property in Taylor County, Texas;

THENCE N. 00° 47' 28" E. for a distance of 69.95 feet along the east line of said 0.321-acre tract, to a ½-inch rebar rod with Jacob & Martin, Ltd. cap found for the northeast corner of said 0.321-acre tract, for an interior corner of this 253.733-acre tract and of said 223.29-acre remainder tract;

THENCE N. 89° 06' 54" W. for a distance of 199.95 feet along the north line of said 0.321-acre tract, to a found rebar rod with cap marked "CHASE" for the northwest corner of said 0.321-acre tract and being located on the east right-of-way line of East Lake Road (a.k.a. F.M. Hwy. 2833) and the west line of said 223.29-acre tract;

THENCE N. 00° 58' 00" E. for a distance of 641.74 feet along said east right-of-way line and the west line of said 223.29-acre tract, to a found 3/8-inch rebar rod in the half-section line of said Blind Asylum Lands Section 21, for the northwest corner of said 223.29-acre tract, the same being the southwest corner of the Max C. King (et ux) property described and recorded on Page 58 in Volume 711 of Deed Records for Taylor County, Texas;

THENCE S. 89° 21' 23" E. along said half-section and the common line between said 223.29-acre tract to the south and said "King" tract to the north, at 2606.29 feet pass the southeast corner of said "King" tract, the same being the southwest corner of a called 160-acre tract conveyed to Charles Atkinson Revocable Living Trust, as recorded on Instrument Number 2010-5789 of Official Public Records of Real Property in Taylor County, Texas, at 3861.16 feet pass the northeast corner of said 223.29-acre tract, the same being the northwest corner of said 79.0-acre tract, and **continuing a total distance of 5105.85 feet** to a found 5-inch square pipe gate post on the east line of said Section 21 and on the west line of Blind Asylum Lands Section 20, for the northeast corner of the herein described 253.733-acre tract and of said 79.0-acre tract, the same being the northwest corner of a called 37.5-acre tract conveyed to Rob H. Hailey (et ux) and described on Page 342 in Volume 970 of Deed Records for Taylor County, Texas, and being the southwest corner of a called 160-acre tract conveyed to Janice Harkins and described on Page 660 in Volume 1361 of said Deed Records;

THENCE S 00° 02' 24" W. for a distance of 2271.03 feet along the east line of said Section 21, the east line of said 79.0-acre tract, the west line of said 37.5-acre tract and the east line of the herein described 253.733-acre tract, to a found ½-inch rebar rod located on the northwesterly right-of-way line of State Highway 351, for the southeast corner of said 79.0-acre tract, the southwest corner of said 37.5-acre tract, and from which a found 3/8-inch rebar rod at the southeast corner of said Section 21 bears S. 00° 02' 24" W. 375.9 feet;

THENCE S. 60° 48' 21" W. for a distance of 1654.80 feet along said right-of-way line and the southerly line of said 79.0-acre tract and said 223.29-acre tract, to the **POINT OF BEGINNING** and containing 253.733 acres of land, more or less;

SAVE AND EXCEPT those portions of the above-described 253.733 acres already encompassed within a Residential Single-Family (RS-6) zoning district, which include both the following tracts:

8.174 acres of land embraced by the subdivision of Heritage Parks Addition, Section 9, Continuation 1 and represented on a plat recorded on Slide 375 in Cabinet 4 of Plat Records for Taylor County, Texas; and

5.901 acres of land embraced by a proposed subdivision of Heritage Park, Section 10 and which is more particularly described by metes-and-bounds as follows:

BEGINNING at a set ½-inch rebar rod with a plastic cap stamped "J&M BOUNDARY" and henceforth known as a SET REBAR for the southwest corner of this described tract and the northwest corner of Heritage Parks Addition, Section 9, Continuation 1 as shown per plat recorded on Slide 375 in Cabinet 4 of Plat Records for Taylor County, Texas and being in the east right-of-way line of Liberty Boulevard;

THENCE N. 00° 53' 51" E. for a distance of 265.33 feet along the west line of this described tract, the above-described 253.733-acre tract and the east right-of-way line of said Liberty Boulevard, to a SET REBAR for the northwest corner of this described tract;

THENCE along the northerly line of this described tract, over and across the following bearings and distances:

S. 89° 06' 09" E. for a distance of 200.73 feet to a SET REBAR;

N. 82° 12' 55" E. for a distance of 51.37 feet to a SET REBAR;

N. 74° 49' 37" E. for a distance of 31.45 feet to a SET REBAR;

N. 70° 04' 06" E. for a distance of 18.37 feet to a SET REBAR;

N. 63° 39' 15" E. for a distance of 57.82 feet to a SET REBAR; and

N. 60° 53' 12" E. for a distance of 522.07 feet to a SET REBAR, for the northeast corner of this described tract;

THENCE S. 29° 06' 48" E. for a distance of 270.00 feet along the easterly line of this described tract, to a found ½-inch rebar rod with a plastic cap stamped "J&M BOUNDARY" and henceforth known as FOUND REBAR for the southeast corner of this described tract and being the northeast corner of said Heritage Parks Addition, Section 9, Continuation 1;

THENCE along the southerly line of this described tract and the northerly line of said Heritage Parks Addition, Section 9, Continuation 1, over and across the following bearings and distances:

S. 60° 53' 12" W. for a distance of 593.00 feet to a FOUND REBAR;

S. 63° 57' 34" W. for a distance of 55.69 feet to a FOUND REBAR;

S. 74° 59' 08" W. for a distance of 54.98 feet to a FOUND REBAR;

S. 85° 26' 31" W. for a distance of 54.978 feet to a FOUND REBAR; and

N. 89° 06' 09" W. for a distance of 266.87 feet to the **POINT OF BEGINNING** and containing 5.901 acres of land, more or less.

-END-

ZONING CASE Z-2021-11

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: June 1, 2021

City Council 1st Reading: June 24, 2021

City Council 2nd Reading: July 8, 2021

Applicant

Owners: HRT Enterprises, Inc. and Johnny Trotter

Agent: Jacob Martin, LLC

Request

Rezone approximately 242 acres of vacant land from Agricultural Open Space (AO) to Residential Single-Family (RS-6). Based on the information provided in the application, the purpose of this request is to add new home sites to the entirety of the tract.

Location

The subject property borders the 3000-3100 blocks (north side) of Highway 351 and the 3500-3600 blocks (east side) of East Lake Road, north and east from existing sections of the Heritage Parks Addition in northeast Abilene.

Background

Approximately 213 acres of this subject property was annexed into Abilene in 1982. The remaining approximately 29 acres (within 1000 feet of East Lake Road) were annexed in 1980. All acreage was zoned Agricultural Open Space (AO) upon its annexation.

Zoning and Existing Land Use

Current zoning and existing land use of properties adjacent to and in the subject property's immediate area are illustrated on the map included in this report. As indicated on the map, adjacent land located south and west of the subject property are zoned for Single-Family Residential (RS-6), Patio Home (PH) and Medium Density Residential (MD). These include conventional single-family homes as well as townhomes, patio homes and duplexes. A church campus also adjoins the southernmost southwest corner of this subject property, adjacent to Highway 351.

Land located north and east of this subject property remains, for the most part, outside of Abilene's City limits and in agricultural use.

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

- (1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land use and Development Plan Map, as amended.**

The Future Land Use and Development Plan Map designates all land encompassed in this request as low-density residential. Proposed RS-6 zoning is consistent with the Comprehensive Plan.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

It is the opinion of staff that uses permitted by this requested zone change are compatible with surrounding properties in the immediate vicinity.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The subject property has extensive frontage on two arterial streets. This includes approximately 0.32 miles of frontage on Highway 351, more than half of which is fully-improved with pavement as well as curb-and-gutter. Additionally, the subject property has access to municipal water and sewer mains at several key locations. This request presents no apparent conflict with existing or proposed plans for community facilities or related infrastructure.

(4) Any other factors which will substantially affect the public health, safety, morals, or general welfare.

It is the opinion of staff that no other factors are present that substantially affect the public health, safety, morals, or general welfare.

Staff Recommendation

City staff recommends approval.

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 20, 2021, to the applicant and to other property owners within a 200-foot radius of the subject property. These property owners and associated parcel identification numbers are identified in Table 1.

TABLE 1

Owner	Parcel ID	Response
ACEVEDO DAVID & PAMELA	35108	
AKOR CHARLOTTE	117404	
ATKINSON HAL GREGORY	58291	
BAILEY JESSICA L	117397	
BARKER CHARLES R & DEBRA JUNE	110459	
BATTEN CHRISTINA M	117387	
BELTWAY PARK BAPTIST	993385	
BLAIR PHILLIP T & LISA K	1015829	
BOYD BROOKS J & MELISSA L	117380	
BURSON MASON	117379	
CAMMARANO VINCENT R & ERICA	117382	
CARDENAS MICHAEL & ROSA LEE	117377	Opposed
CASEY JUDY	117388	Opposed
CITY OF ABILENE	117413	
CLEVELAND WILLIAM CHANCE	117396	Opposed
COBB DILLON & TALAN	117386	
COX DANIEL A & ESTHER R	117392	In Favor
DAVIS WILLIAM	1015862	
DEWS ANDREW W & LISA	110477	
DIGGS CAROL	107963	
EZAGUI EDWARD P & VANESSA E	117376	
FAIR BENJAMIN C	38364	
FLEMING G LANCE & JILL C	117395	
FORD CHRISTOPHER R & ASHLEY K	117403	
FORD JACKIE ROY III	110476	
GREENWOOD PAULA	117406	Opposed
GRIFFITH RUTH E LF EST	31998	
HARKINS CHARLES RANDLE	1016138	
HOLOWIECKI ANDREW & KRISTY N	117398	
HOUSTON SPRING CREEK RANCH LTD	37819	
HOWE LARRY D & PAULA S	117409	
HUFFAKER ERIC WOODSON &	117408	Opposed
HUMMEL JASON B & MELISSA K	52376	
JACKSON STEVE	206093	
JACKSON STEVE	206094	
JOHNSON CURTIS A	117384	
JOHNSON ZACHERY S	117383	
JONES CHERYL A	117405	
JONES JACOB & FELICIA	117399	
KENNEY JOHNNY LEE	1015830	Opposed

KING BETTY DIANE	54280	
KING BETTY DIANE	54399	
LITTLE JO ANN	36417	
LONG RICKIE WADE	117378	
MC GREW JAMES MICHAEL & PAMELA	110458	
MEITL ANDREW	1015848	
MESSENGER BRENDAN RUSS &	117394	Opposed
MR W FIREWORKS INC	36954	
MURPHY MICHAEL A & MELISSA L	117411	
NALDOZA THERESA	117410	Opposed
NEW JOE MICHAEL	109769	
NICHOLS ALAN K & SONYA M	117391	
OSBORN WALTER	117389	
RANGEL JORGE P	52649	
RIDDLE RICHARD E & LISA L	117381	
ROAD	37208	
ROGERS MARK HUNTER &	117393	
ROMAN JOE D & NATALIA	117385	
ROWLANDS HARRY R & THELMA H	117400	
SADBERRY ADAM L	970601	
SALAS ANA	117390	
SANCHEZ DAVID F & CHRISTINE A	970621	
SANDERS GARY & GLICERIA	107943	
SANDOVAL ISMAEL & SCHOONMAKER BRADLEY THOMAS &	970600	
	34964	
THOMAS LANCE &	117407	Opposed
TOLLETT DANIEL S	117412	Opposed
TROTTER JOHNNY	994507	In favor
TROTTER JOHNNY	994517	
TROTTER JOHNNY	994511	In favor
TROTTER JOHNNY	995097	In favor
TROTTER JOHNNY	994509	In favor
TROTTER JOHNNY	1062957	In favor
TROTTER JOHNNY	1062953	In favor
TUBBS MELVIN C &	107944	
TUCKER HUNTER	117401	Opposed
TURNER COLTON R & VICTORIA K	52520	
VALE VICTOR & MUTSUKO	107962	Opposed
VARNER GARY & LINDA R	1016377	
VARNER PIPE LLC	50043	
WALKER FAMILY TRUST	38490	
WEST ELLEN	52359	
WEST ELLEN	52359	

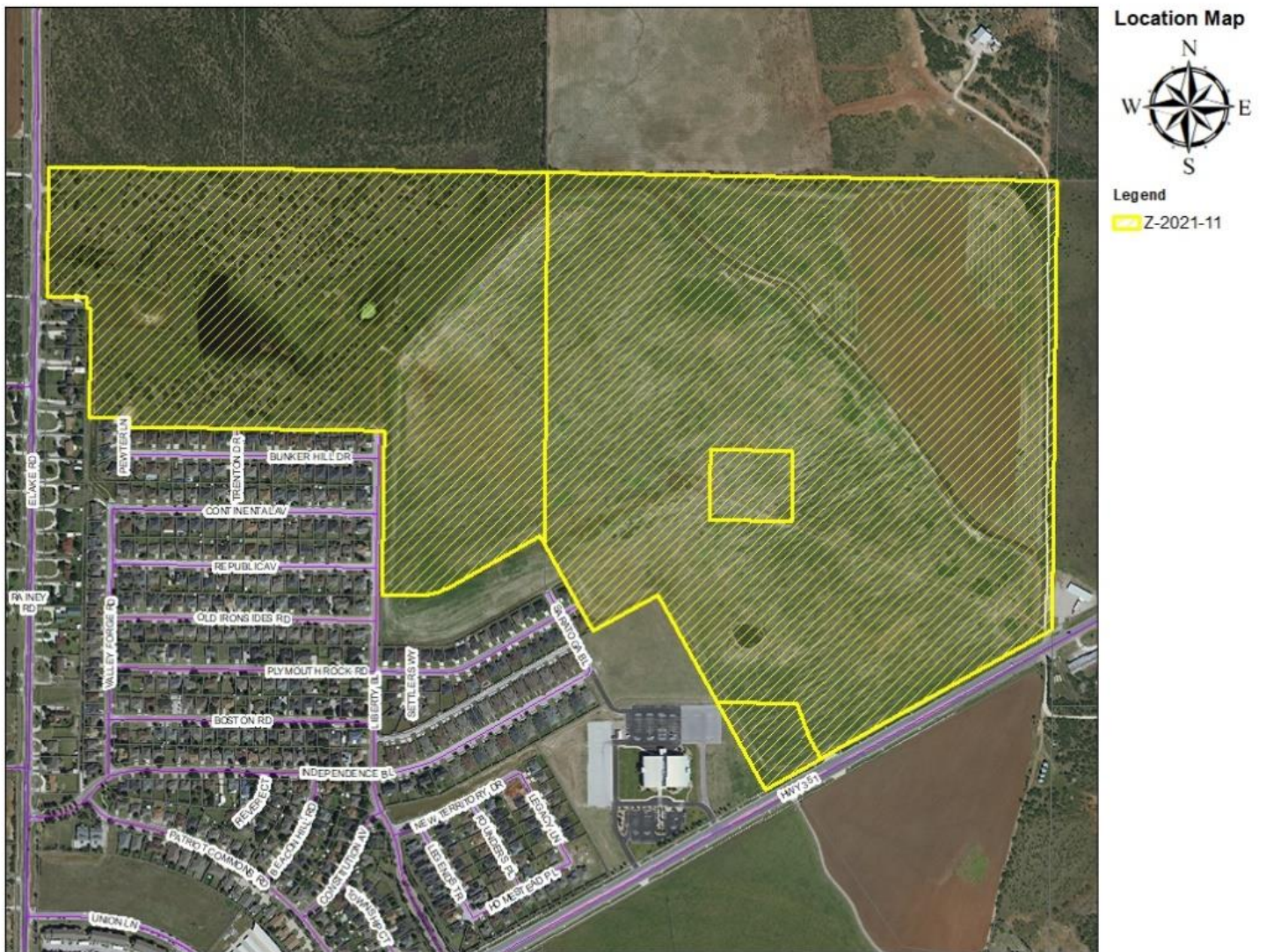
WILLIAMS ERIK BENTLEY	52244	
WILSON J D	974899	
WILSON J D	52124	

Attachments

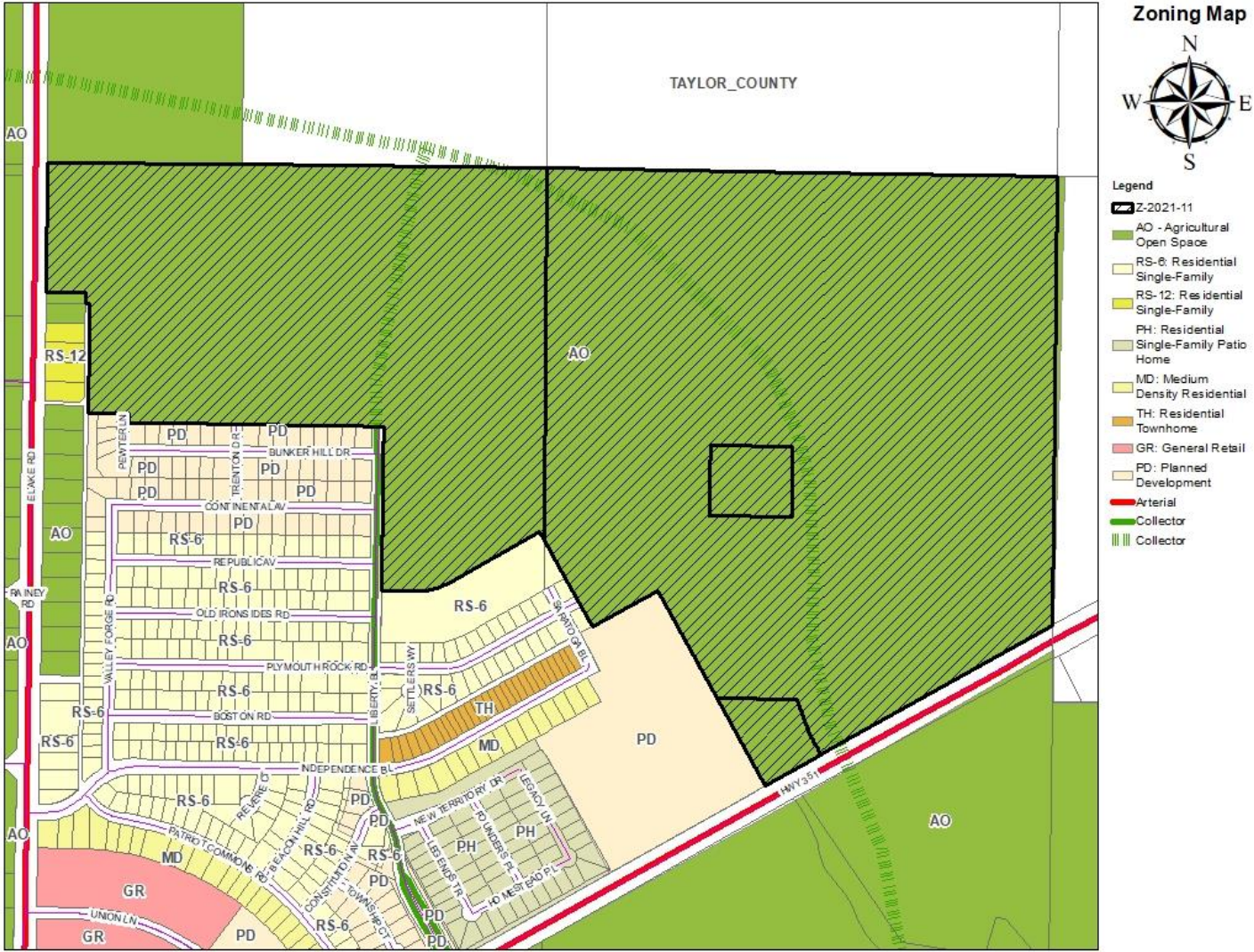
Application

PowerPoint Presentation

LOCATION MAP



ZONING MAP



For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2021-11

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

Name: TROTTER JOHNNY

Parcel I.D.: 1062957

Address:

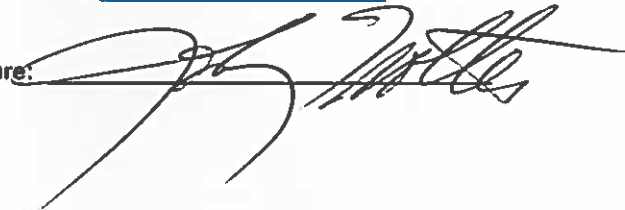
Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature:



MAY 27 PM12:21

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2021-11

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Name: TROTTER JOHNNY

Parcel I.D.: 1062953

Address:

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

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature:

MAY 27 PM12:21

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

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For the PLANNING & ZONING COMMISSION
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CASE #: Z-2021-11

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Name: TROTTER JOHNNY

Parcel I.D.: 995097

Address:

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

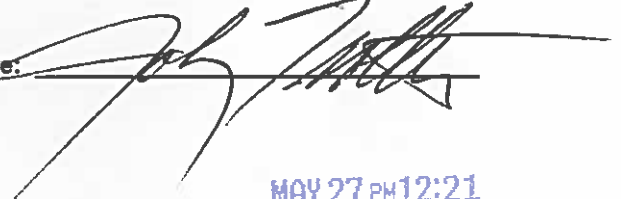
Email: planning@abilenetx.gov

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature:



MAY 27 PM12:21

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

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Name: TROTTER JOHNNY

Parcel I.D.: 994511

Address:

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

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature:

MAY 27 PM12:21

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2021-11

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Name: TROTTER JOHNNY

Parcel I.D.: 994509

Address:

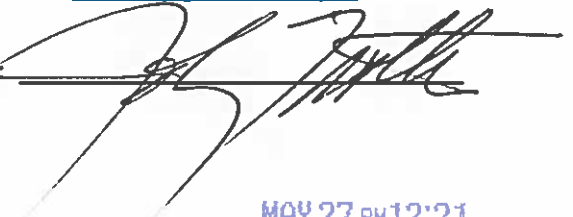
Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature:



MAY 27 PM12:21

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

For the PLANNING & ZONING COMMISSION
Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2021-11

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Name: TROTTER JOHNNY
Parcel I.D.: 994507
Address: 3369 LIBERTY BL

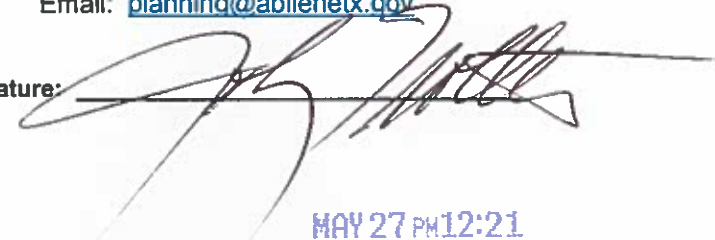
Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature:



MAY 27 PM12:21

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.



Smith, Jared <jared.smith@abilenetx.gov>

[Planning] Zone Change Application Z-2021-11

1 message

Dan Cox <dcox057@gmail.com>
To: planning@abilenetx.com

Tue, May 25, 2021 at 10:02 AM

To the Planning and Development Services:

I currently live at 2258 Bunker Hill Drive in the Heritage Parks addition in northeast Abilene. Prior to that, I lived on the other side of the subdivision on Valley Forge Road. I recently received a notice about Zone Change Application Z-2021-11.

In regards to Zoning Change Application Z-2021-11, I am in favor of developing more housing in the neighborhood. The land east of Liberty Drive seems well suited for the purpose. I know that more homes in the neighborhood bring the likelihood of more businesses, churches, and other positive things to this corner of our city.

My concern is for the area directly north of Bunker Hill Drive. This particular parcel of land receives the drainage from almost the entire neighborhood of Heritage Parks. When I lived on Valley Forge, the water levels would get really high on the street as it made its way north to this area. Now that I live on the east end of Bunker Hill Drive, I see the same tendency for the water on Liberty Drive to run either north towards the land in question, or flow west to Valley Forge and then on towards the agricultural land north of Bunker Hill.

My concern is two-fold—

1. Will developing the land just north of Bunker Hill Drive cause a worsening of the drainage on our streets in Heritage Parks? The entire street of Valley Forge is easily covered in water during a hard rain, making passage difficult.
2. What about the large stock tank that is in that parcel? From our position on Bunker Hill Drive, we see that the stock tank serves as a watering hole for wildlife in addition to livestock. We have seen deer, foxes, migratory geese and ducks, coyotes, and more. Virtually all of the water that drains from Heritage Parks goes into the watershed of this stock tank. I am not a homebuilder, but it would seem to be a real challenge to build houses on a plot that has been previously covered in water. Will this parcel of land containing the stock tank be prohibited from building houses over it?

Thank you for allowing me to express my concerns. Again, I am in favor of the zoning change to the east of Liberty towards Beltway church, but have serious concerns about the land north of Bunker Hill Drive.

Sincerely,

Daniel Cox

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.
To unsubscribe from this group and stop receiving emails from it, send an email to planning+unsubscribe@abilenetx.gov.
To view this discussion on the web visit https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CAKOZoiZ54M493WB_MtUGwgWb3-XfBF7f1P4hB9iAN2dseCfQSw%40mail.gmail.com.

For the PLANNING & ZONING COMMISSION
Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2021-11

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

Name: KENNEY JOHNNY LEE
Parcel I.D.: 1015830
Address: 2602 PLYMOUTH ROCK RD

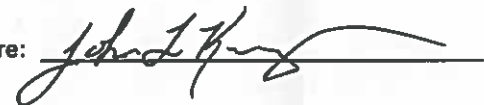
Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: _____



JUN 15 AM 9:12

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

For the PLANNING & ZONING COMMISSION

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

JUN 2 AM 10:01

CASE #: Z-2021-11

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

Name: TOLLETT DANIEL S

Parcel I.D.: 117412

Address: 2158 BUNKER HILL DR

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

Email: planning@abilenetx.gov

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature:

[Handwritten Signature: Daniel Tollett]

One main reason we purchased our home on Bunker Hill Dr. was because there was no development behind. Please don't destroy this wildlife habitat!

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.



CITY OF ABILENE

PLANNING & DEVELOPMENT SERVICES

NALDOZA THERESA
2142 BUNKER HILL DR
ABILENE, TX 79601-4792

NOTICE OF PUBLIC HEARING

RE: Zone Change Application Number Z-2021-11

05/18/2021

The Planning and Zoning Commission will hold a public hearing on **June 1, 2021 at 1:30 PM**, in **City Council Chambers, 2nd Floor**, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council from HRT Enterprises Inc. and Johnny Trotter, represented by Jacob Martin LLC, to change zoning from Agricultural Open Space (AO) to Residential Single-Family (RS-6) on 245.285 acres of now-vacant land bordering 3000-3100 blocks (north side) of Highway 351 and 3500-3600 blocks (east side) of East Lake Road. Legal description being 245.285 acres out of the northeast quarter of Blind Asylum Lands Section 25 and the south half of Blind Asylum Lands Section 21 in the City of Abilene, Taylor County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for abandonment. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with public hearing on **July 8, 2021 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Cheryl Sawyers, Planning Services Manager at telephone 325-676-6230 or by email address Cheryl.Sawyers@abilenetx.gov

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2021-11

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

Name: NALDOZA THERESA
Parcel I.D.: 117410
Address: 2142 BUNKER HILL DR

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

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: _____

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

To Planning and Zoning Commission:

This letter is in regards to a Zoning change request (Application Z-2021-11) for the following reasons. We own the home at 2142 Bunker Hill Drive. Our backyard faces the north, where the re-zoning request is being made.

When we purchased our home in 2017, we did so because of the location and the view from the backyard. Additionally, we were under the impression that this land would not be developed by the landowner for multiple reasons, including the terrain and the difficulty that this would entail. I believe that many within Heritage Parks purchased homes for the location, small neighborhood size, and closeness to the openness of the surrounding land and the peacefulness it provides. I think building would influence many to rethink those decisions and look elsewhere for a home.

We are opposed to the change due to the already existing drainage problems in Heritage Parks (I've included a few pictures below). With each heavy rain, drainage flows down Valley Forge and Independence and eventually drains into the ponds located in the zoning request area. We have watched these 2 ponds grow year after year. Even the yards in Bunker Hill have a difficult time draining (see pictures below). During heavy rainfalls, Valley Forge is especially difficult to travel on due to the runoff.

For these reasons, I oppose the request.

Sincerely,

Theresa & Harry Naldoza

2142 Bunker Hill Dr

Abilene, TX 79601

naldoza@att.net

Valley Forge & Continental



Backyard drainage problems



For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2021-11

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

Name: GREENWOOD PAULA

Parcel I.D.: 117406

Address: 2102 BUNKER HILL DR

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

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature:

Paula Greenwood

JUN 2 AM 10:01

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2021-11

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

Name: TUCKER HUNTER

Parcel I.D.: 117401

Address: 2101 BUNKER HILL DR

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

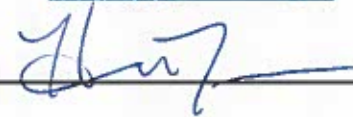
Email: planning@abilenetx.gov

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: _____



MAY 27 PM 12:21

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

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

CASE #: Z-2021-11

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

Name: CLEVELAND WILLIAM CHANCE

Parcel I.D.: 117396

Address: 2141 BUNKER HILL DR

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

Email: planning@abilenetx.gov

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: 

JUN 4 PM 2:44

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

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CITY OF ABILENE

PLANNING & DEVELOPMENT SERVICES

CASEY JUDY
2226 BUNKER HILL DR
ABILENE, TX 79601-4794

NOTICE OF PUBLIC HEARING

RE: Zone Change Application Number Z-2021-11

05/18/2021

The Planning and Zoning Commission will hold a public hearing on **June 1, 2021 at 1:30 PM**, in City Council Chambers, 2nd Floor, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council from HRT Enterprises Inc. and Johnny Trotter, represented by Jacob Martin LLC, to change zoning from Agricultural Open Space (AO) to Residential Single-Family (RS-6) on 245.285 acres of now-vacant land bordering 3000-3100 blocks (north side) of Highway 351 and 3500-3600 blocks (east side) of East Lake Road. Legal description being 245.285 acres out of the northeast quarter of Blind Asylum Lands Section 25 and the south half of Blind Asylum Lands Section 21 in the City of Abilene, Taylor County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only that area which is bounded by the cross-hatched line on the map is being considered for abandonment. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with public hearing on **July 8, 2021 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Cheryl Sawyers, Planning Services Manager at telephone 325-676-6230 or by email address Cheryl.Sawyers@abilenetx.gov

For the PLANNING & ZONING COMMISSION
Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2021-11

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

Name: CASEY JUDY
Parcel I.D.: 117388
Address: 2226 BUNKER HILL DR

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

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: _____

Judy Casey

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

For the PLANNING & ZONING COMMISSION
Please call (325) 676-6237 if you have any questions about this notice.

CASE #: Z-2021-11

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

Name: CARDENAS MICHAEL & ROSA LEE
Parcel I.D.: 117377
Address: 2257 BUNKER HILL DR

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

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature:



MAY 27 PM 12:20

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2021-11

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

Name: VALE VICTOR & MUTSUKE

Parcel I.D.: 107962

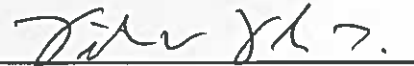
Address: 2258 REPUBLIC AV

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

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: 

MAY 27 PM 12:21

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.



Sawyers, Cheryl <cheryl.sawyers@abilenetx.gov>

Opposition CAsE z-2021-11 Heritage Parks

2 messages

Douglas Offermann <deoffermann@gmail.com>
To: "Sawyers, Cheryl" <cheryl.sawyers@abilenetx.gov>

Mon, May 31, 2021 at 8:34 PM

Ms Sawyers

I am opposed to the change of zoning until I am satisfied with further information

I have some questions I would like addressed by Jacob Martin at tomorrows hearing

- 1) How much land does the owner of the 245.285 acres in Taylor County
- 2) Does the City have a master plan for the subdivision they could share at the meeting
- 3) What requirements (if any) does the city have for open /park space in this subdivision as it grows

--

Douglas E. Offermann, Accountant

2234 Old Ironsides

"Without a report, you cannot support"

325-660-0770

Catalyst Consulting Group, LLC, President

Member AIP, SHRM, Texas CPA Society, Council of Petroleum and Gas Accountants

deoffermann@gmail.com

Sawyers, Cheryl <cheryl.sawyers@abilenetx.gov>
To: Planning Services <planning@abilenetx.gov>

Tue, Jun 1, 2021 at 11:34 AM

FYI

[Quoted text hidden]

--

CHERYL SAWYERS, MS, MBA, CNU-A

Planning Services Manager

Planning & Development Services

City of Abilene

555 Walnut Street, Suite 110

Abilene, Texas 79601-5254

Post Office Box 60

Abilene, Texas 79604-0060

(325) 676-6230 (Office)

[City of Abilene Planning & Development Services](#)





Sawyers, Cheryl <cheryl.sawyers@abilenetx.gov>

Additions north of bunker hill

2 messages

Brendan Messenger <brendan@kodainsurancegroup.com>
To: cheryl.sawyers@abilenetx.com

Mon, May 31, 2021 at 8:47 AM

Hello my name is Brendan Messenger, and I live at 2157 Bunker Hill. Recently we received a notice about the attempts to build on to our subdivision. I inadvertently threw the notice away, but I would like to have our voice heard in this. My wife Kayla and I oppose this addition, as it ruins the very purposes of why we bought on Bunker Hill years ago. Please add our vote against this proposal. Thank you! Brendan Messenger, 325-320-2602

Sent from my iPhone

Sawyers, Cheryl <cheryl.sawyers@abilenetx.gov>
To: Planning Services <planning@abilenetx.gov>

Tue, Jun 1, 2021 at 11:34 AM

FYI

[Quoted text hidden]

--

CHERYL SAWYERS, MS, MBA, CNU-A

Planning Services Manager

Planning & Development Services

City of Abilene

555 Walnut Street, Suite 110

Abilene, Texas 79601-5254

Post Office Box 60

Abilene, Texas 79604-0060

(325) 676-6230 (Office)

[City of Abilene Planning & Development Services](#)





Sawyers, Cheryl <cheryl.sawyers@abilenetx.gov>

[Planning] Z-2021-11

1 message

'jen huffaker' via Planning Services <planning@abilenetx.gov>

Sat, May 29, 2021 at 11:00 AM

Reply-To: jen huffaker <huffmom03@yahoo.com>

To: planning@abilenetx.gov

I am opposed to the zone change application number Z-2021-11 because of existing water drainage problems and wetlands and green space protection.

Most of Abilene has drainage problems and Heritage Parks is no different. High clay content in the soil at Heritage Parks makes for very slow absorption and water percolation rates. High clay soil plus more concrete streets and houses will force more water down Liberty Blvd and Valley Forge that are already prone to deep water piling up on the north ends.

Most, if not all, of the rainwater that falls on Independence Blvd drains to north 6 blocks along Liberty Blvd and Valley Forge Rd into the green space, marshy wetlands and stock tanks in the 50 acres the north of Bunker Hill Drive. This area is the northwest 50 acres of the plat shown on Z-2021-1 (see attached images). During heavy rains, water piles up on the north ends of Liberty Blvd and Valley Forge Rd. making access to the houses in those areas very difficult at best. More construction to the north of Bunker Hill Dr and to the east of Liberty Blvd will create more water drainage problems for Heritage Parks and particularly for ingress and egress to all streets connected to Liberty Blvd and Valley Forge Rd. As I understand it, the previous land owner did not develop the area to the north of Bunker Hill Dr for this reason.

Also, I believe that some, if not all of the northwest 50 acres of the proposed zoning change area would qualify as wetlands according to the Army Corp of Engineers and/or EPA definitions.

For these reasons, I am opposed to the zoning change for the northwest 50 acres in application number Z-2021-11 and urge the Planning and Development Service of Abilene to reject the application until the Army Corps of Engineers and/or professional civil engineers can study and address water drainage, retention and wetlands issues.

Sincerely,
Jennifer Huffaker
[2126 Bunker Hill Dr.](#)
[Abilene, Tx 79601](#)

Laughter is the best medicine....

--

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6/4/2021

City of Abilene Mail - [Planning] Z-2021-11

To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/3C65D663-A041-46C0-91FD-F4DF7ED83E31%40yahoo.com>.



Sawyers, Cheryl <cheryl.sawyers@abilenetx.gov>

Case #: Z-2021-11

1 message

Lance Thomas <lkthomas@stasney.com>

Fri, May 28, 2021 at 9:18 PM

To: planning@abilenetx.govCc: cheryl.sawyers@abilenetx.gov

I am opposed to the zone change application number Z-2021-11 because of existing water drainage problems and wetlands and green space protection.

Most of Abilene has drainage problems and Heritage Parks is no different. High clay content in the soil at Heritage Parks makes for very slow absorption and water percolation rates. High clay soil plus more concrete streets and houses will force more water down Liberty Blvd and Valley Forge that are already prone to deep water piling up on the north ends.

Most, if not all, of the rainwater that falls on Independence Blvd drains to north 6 blocks along Liberty Blvd and Valley Forge Rd into the green space, marshy wetlands and stock tanks in the 50 acres the north of Bunker Hill Drive. This area is the northwest 50 acres of the plat shown on Z-2021-1 (see attached images). During heavy rains, water piles up on the north ends of Liberty Blvd and Valley Forge Rd. making access to the houses in those areas very difficult at best. More construction to the north of Bunker Hill Dr and to the east of Liberty Blvd will create more water drainage problems for Heritage Parks and particularly for ingress and egress to all streets connected to Liberty Blvd and Valley Forge Rd. As I understand it, the previous land owner did not develop the area to the north of Bunker Hill Dr for this reason.

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For these reasons, I am opposed to the zoning change for the northwest 50 acres in application number Z-2021-11 and urge the Planning and Development Service of Abilene to reject the application until the Army Corps of Engineers and/or professional civil engineers can study and address water drainage, retention and wetlands issues.

Sincerely,

Lance Thomas

Parcel ID: 117407

Address: [2118 Bunker Hill Dr.](#)
[Abilene, Tx 79601](#)

2 attachments

PXL_20210525_010708373.jpg
3732K



PXL_20210525_005041986.jpg
6487K



Sawyers, Cheryl <cheryl.sawyers@abilenetx.gov>

[Planning] Heritage Parks resident in opposition to new addition

1 message

Hunter Tucker <htucker@vanoperating.com>
To: "planning@abilenetx.gov" <planning@abilenetx.gov>

Sat, May 29, 2021 at 2:22 PM

Hello,

It has recently come to my attention that there is a new addition being weighed in on. I live at [2101 bunker hill drive, Abilene, TX, 79601](#). I am concerned about the drainage issues we already have and feel that if we add more homes to the system it could very well put me in a very precarious situation. Most of the running water flows towards my house. All of the water from both in front of my house and the back flows towards me into a drainage ditch behind my house. I am very concerned adding more homes could actually start flooding my property or even worse flood my home. I am opposed and hope this does not move forward. I believe this is a very real issue and needs to be looked at thoroughly.

Thank you,

Hunter Tucker
2101 bunker hill drive
Office: [325-762-3353](tel:325-762-3353)
Cell: [940-782-0999](tel:940-782-0999)

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IRS CIRCULAR 230 NOTICE: To the extent that this communication or any attachment thereto concerns tax matters, it is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding tax-related penalties under the Internal Revenue Code or applicable state or local tax law provisions or promoting, marketing or recommending to another party any tax-related matters.

--

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To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/307AD313-525D-40FF-9AFD-FCF61D01B8EE%40vanoperating.com>.

PROJECT OVERVIEW

Project Type: Zoning Application

ID # 21-000067 | Started 05/03/2021 at 4:10 PM



Address

3369 Liberty Bl, Abilene,
TX USA 79601

Legal

A1039 Sur 21 B A L Sw/4
Blk 90.551 Ac
A1039 Sur 21 B A L Sw/4,
Acres 90.551

Property Info

Property ID: 994507

Description

Rezone remaining tract from AO to RS6

INFORMATION FIELDS

Owner Name

HRT ENTERPRISES INC

Agent Name

Jacob & Martin

Block

-

Lot

-

Acreage

233.24

Legal Description of property

A1039 SUR 21 B A L SW/4, ACRES 84.954 and A1040 SUR 21 B A L SE/4, ACRES 148.294

Subdivision Name

-

Current Zoning

AO

Proposed Zoning

RS6

Agree to Terms

Clayton Farrow 5-3-2021

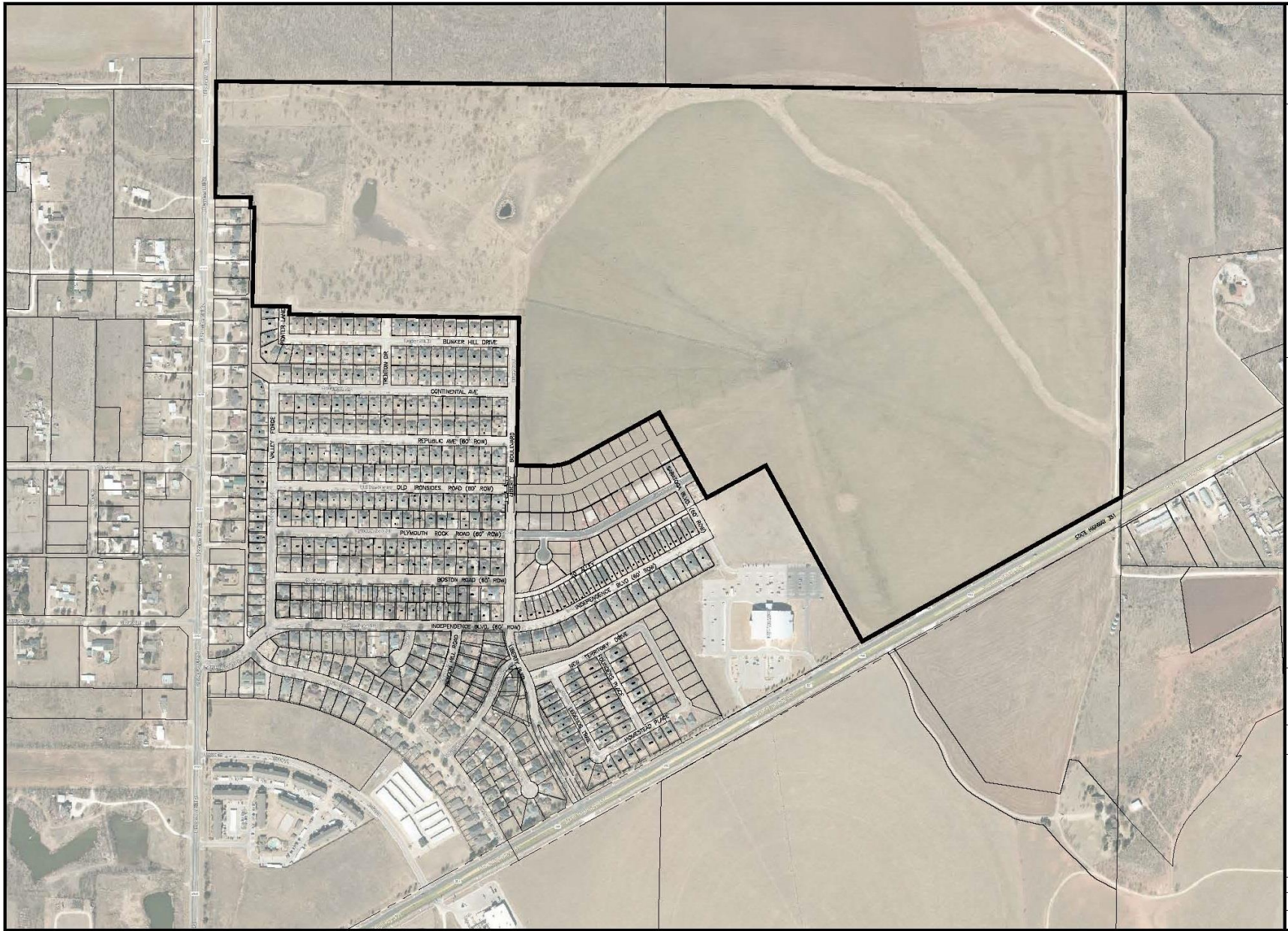
INVOICES	DUE DATE	CONTACT	TOTAL	PAID	DUE
21-002030	05/05/2021	Clayton Farrow	\$ 1,500.00	\$ 1,500.00	\$ 0.00

TOTALS	\$ 1,500.00	\$ 1,500.00	\$ 0.00
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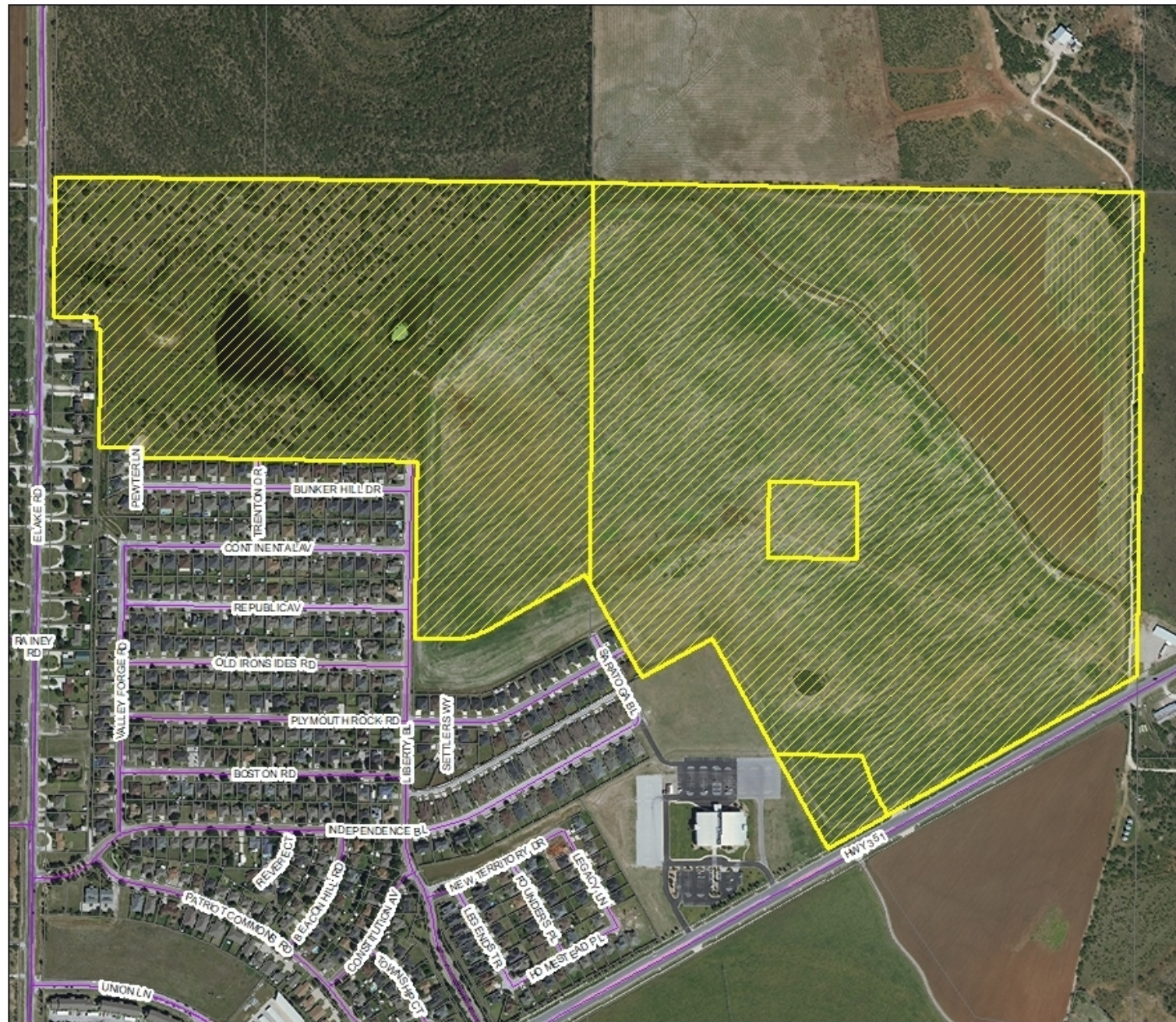
REVIEWS	DATE & TIME	STATUS	HISTORY
Zoning Application Review	05/05/2021 at 9:06 AM	Approved	Accepted
Create Agenda for Planning and Zoning Commission	05/12/2021 at 10:04 AM	In Review	-
Staff Prepares Report & Send Property Notification Letters	05/12/2021 at 10:04 AM	In Review	-

GENERAL COMMENTS

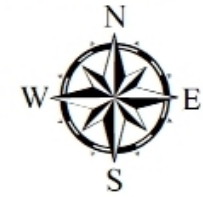
No data for General Comments.



Case:	Z-2021-11
Owner:	HRT Enterprises Inc.
Request:	Rezone from Agricultural Open Space (AO) to Residential Single Family (RS-6)
Location:	3369 Liberty Blvd
Notification:	7 in Favor, 12 Opposed
Planning & Zoning:	Approval, June 1, 2021

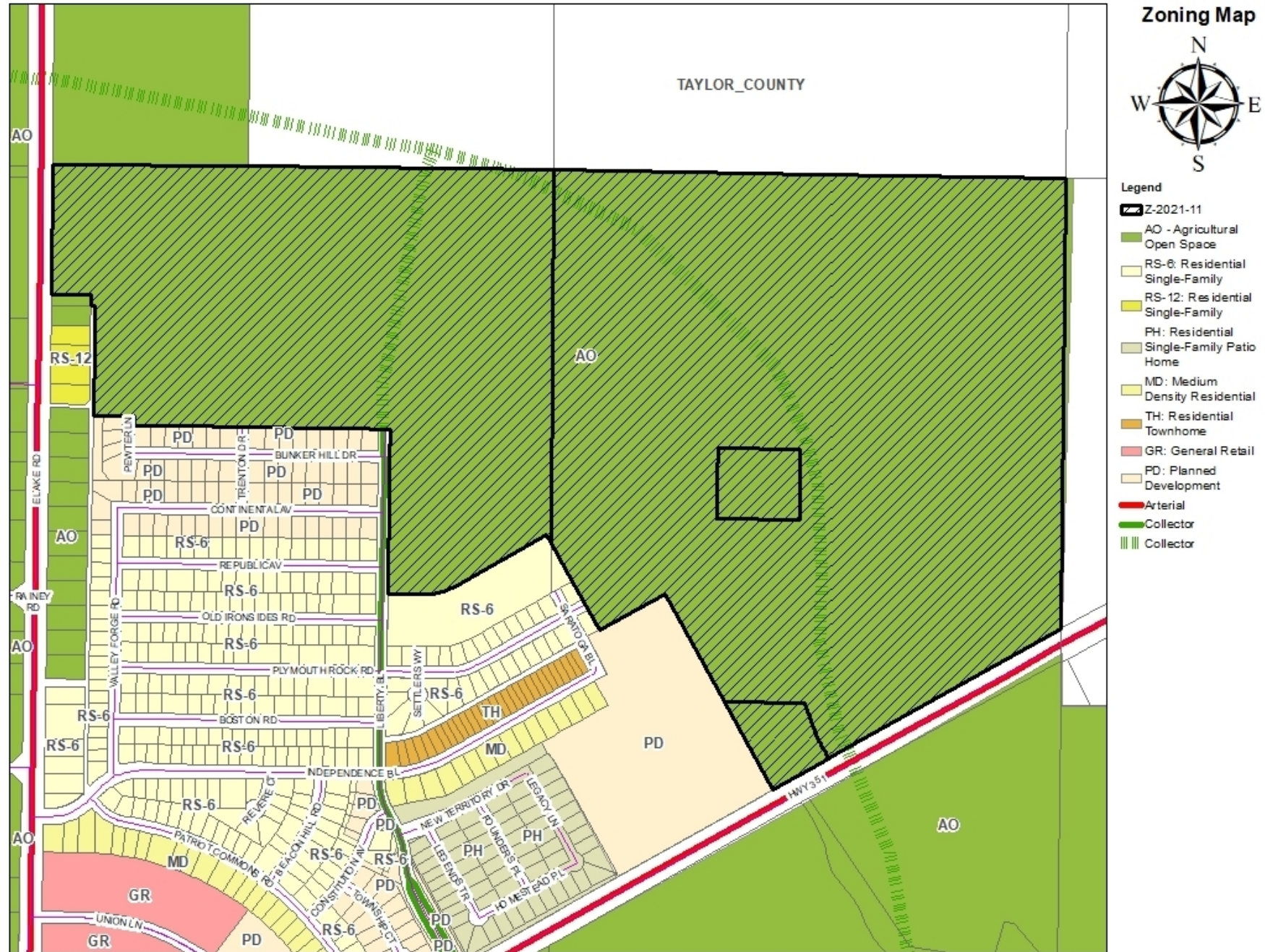


Location Map

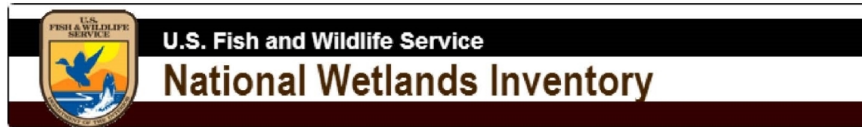


Legend

 Z-2021-11



Z-2021-11 WETLANDS MAP



Z-2021-11 Wetlands Map



June 14, 2021

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Permitted 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
C
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses 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

Z-2021-11 VIEWS OF SUBJECT & ADJACENT PROPERTIES



Z-2021-11 NOTIFICATION AREA MAP



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 6/24/2021

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **11. Ordinance (First Reading) Z-2021-12: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Marilu and Gary Corpian to Change Zoning from Central Business (CB) to Planned Development (PD) District to Allow Automobile Sales as Well as All Uses Permitted by CB Zoning, on a 0.44 Acre Parcel Located at 1243 South 1st Street at the Southeast Corner of Butternut and South 1st Streets In Central Abilene.**
(Mike Warrix)

GENERAL INFORMATION

The request is to rezone an approximate 0.44 acre parcel from Central Business (CB) to Planned Development District (PD). Based upon information provided in the application, the request is to maintain the existing base zoning classification of Central Business zoning, with an additional allowance for retail sales of automobiles. A graphic concept plan was submitted with the application pursuant to Section 1.4.2.3 (Concept Plan) of the Land Development Code. The plan depicts the existing commercial building and paved parking area on this property.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5 - 0.

ATTACHMENTS:

1. 2021-12 DRAFT Ordinance
2. 1- Z-2021-12 Staff Report
3. 2- Z-2021-12 Application
4. 4- Z-2021-12 Council presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE," OF THE ABILENE CITY CODE, CONCERNING PD-171 A PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

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

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

PASSED ON FIRST READING this 24th day of June, 2021.

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 15th day of May, 2021, 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 8th day of July, 2021, 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 8th day of July, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

PAGE 1

ORDINANCE NO. _____

Exhibit
"A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in possession of the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All development in the Planned Development shall be in accordance with any maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development, which are hereby incorporated by reference and included as part of this ordinance. All use and development within the Planned Development must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in the herein said Planned Development shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That the Land Development Code of the City of Abilene is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: from Neighborhood Office (NO) to Planned Development (PD) District.

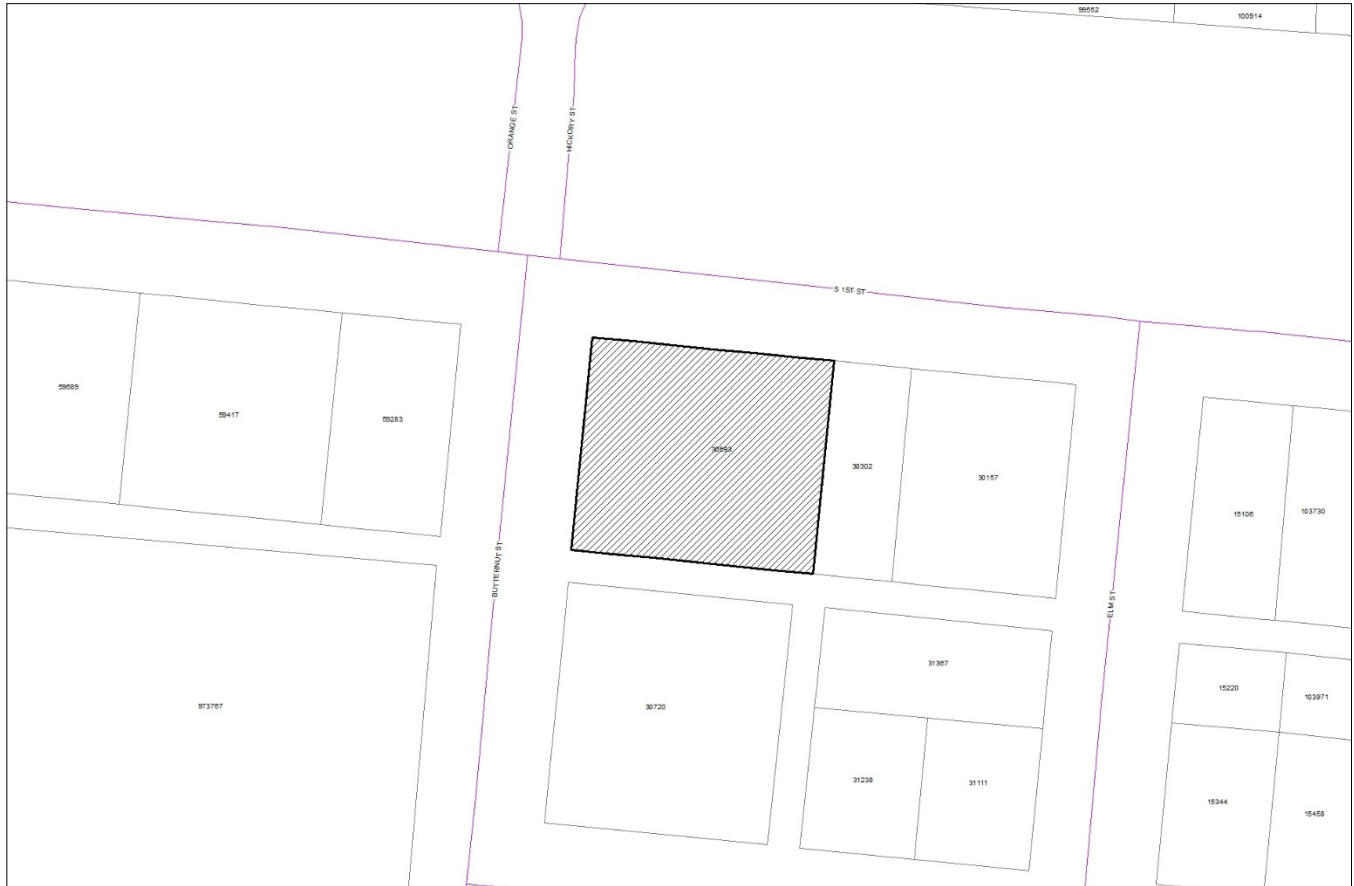
That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

ORDINANCE NO. _____

EXHIBIT "A"

PAGE 2

PART 5: Legal Description. All of Lots 7 thru 12 in Block 49 of Abilene's Original Townsite in the City of Abilene, Taylor County, Texas.



Location: 1243 South 1st Street

ORDINANCE NO. _____

EXHIBIT "A"

PAGE 3

PART 6: Purpose. The purpose of the Planned Development (PD) District is to allow retail sales of small automobiles on the subject property, as well as other uses ordinarily allowed within Central Business (CB) zoning districts.

PART 7: Specific Modifications. The use and development of land and buildings in this Planned Development (PD) District shall generally be subject to requirements of the Central Business (CB) zoning classification, except as modified below:

A. Permitted Uses

- (1) In addition to uses allowed (by right or with approval of a Conditional Use Permit) in Central Business Districts, retail sales of small automobiles shall also be allowed.

ORDINANCE NO. _____

EXHIBIT "A" GRAPHIC CONCEPT PLAN

PAGE 4



-END-

ZONING CASE Z-2021-12

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: June 1, 2021

City Council 1st Reading: June 24, 2021

City Council 2nd Reading: July 8, 2021

Applicant

Owner: Gary and Marilu Corpian

Request

Rezone approximately .44 acres of Central Business (CB) zoning to a Planned Development District (PD). Based upon information provided within the application, the purpose of this request is to keep the existing base zoning classification of Central Business zoning, with an additional allowance for retail sales of small automobiles. A graphic concept plan was submitted with the application pursuant to Section 1.4.2.3 (Concept Plan) of the Land Development Code. The plan depicts the existing commercial building and paved parking area on this property.

Location

The subject property is located at 1243 South 1st Street, on the corner of South 1st and Butternut Streets.

Background

The subject property is a part of the 1881 Original Town site of Abilene and zoned Central Business in 1974. Building records from 1956 recorded the subject property as a service station and in 1962 the property started to sell auto parts and tires. The property has changed owners and uses many times over in the last 40 years to include retail sales of automobiles. The last certificate of occupancy was given to a chocolatier for retail sales.

Small automobile sales are not permitted within the Central Business district by right and therefore the property is not in conformance with current zoning regulations to return to its previous use of automobile sales.

Zoning and Existing Land Use

Current zoning and existing land use of properties adjacent to and in the immediate area of the subject property are illustrated on the map included in this report. As indicated on the map, adjacent zoning consists of Central Business (CB) on all sides. To the south, east, and west are commercial businesses and to the north is an arterial street and the railroad.

Criteria Assessment

Section 1.4.1.4 of the Land Development Code states that in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land use and Development Plan Map, as amended;

It is the opinion of staff that the proposed zoning map amendment will serve to implement the goals, objectives, and policies of the Comprehensive Plan and Future Land Use and Development Plan Map. The Future Land Use and Development Plan Map identifies the subject property as commercial and is embraced in the Central Business District. The proposed zone change is consistent with both commercial activity and maintains Central Business as a base zoning.

(2) Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

It is the opinion of staff, that the uses permitted by the proposed zone change are consistent with the surrounding properties in the immediate vicinity, which are commercial. The subject property has operated off and on as a gas station and car sales business since 1956 and the expansion of the use to allow for retail sales of small automobiles will bring the property into conformance with current zoning regulations.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The subject property currently has access to existing utilities and public amenities which are adequate for servicing the development that may result from this change in zoning. Furthermore, the request presents no apparent conflicts with existing or proposed plans for community facilities and/or related infrastructure.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

It is the opinion of staff that no other factors are present that would substantially affect the public health, safety, morals, or general welfare.

Staff Recommendation

Staff recommends approval.

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, staff mailed personal notices on May 20, 2021, via certified mail to the applicant and other property owners within a 200-foot radius of the subject property. These property owners and associated parcel identification numbers are identified in Table 1.

TABLE 1

Owner	Parcel ID	Response
CORPIAN GARY LEE & MARILU LEE	30593	
DUKE NOAH & KENDRA	31111	
EAGLE JAMES C II & SAMANTHA	31238	
FIRST UNITED METHODIST CHURCH	973767	
HOEMKE ROBERT PAUL & HOLLY LYNNE	30157	
HOEMKE ROBERT PAUL & HOLLY LYNNE	30302	
ROADRUNNER MANAGEMENT LLC	30720	
ROADRUNNER MANAGEMENT LLC	31367	
YOUNG JAMES W & JULIE T	59283	
YOUNG JIMMY & JULIE	59417	

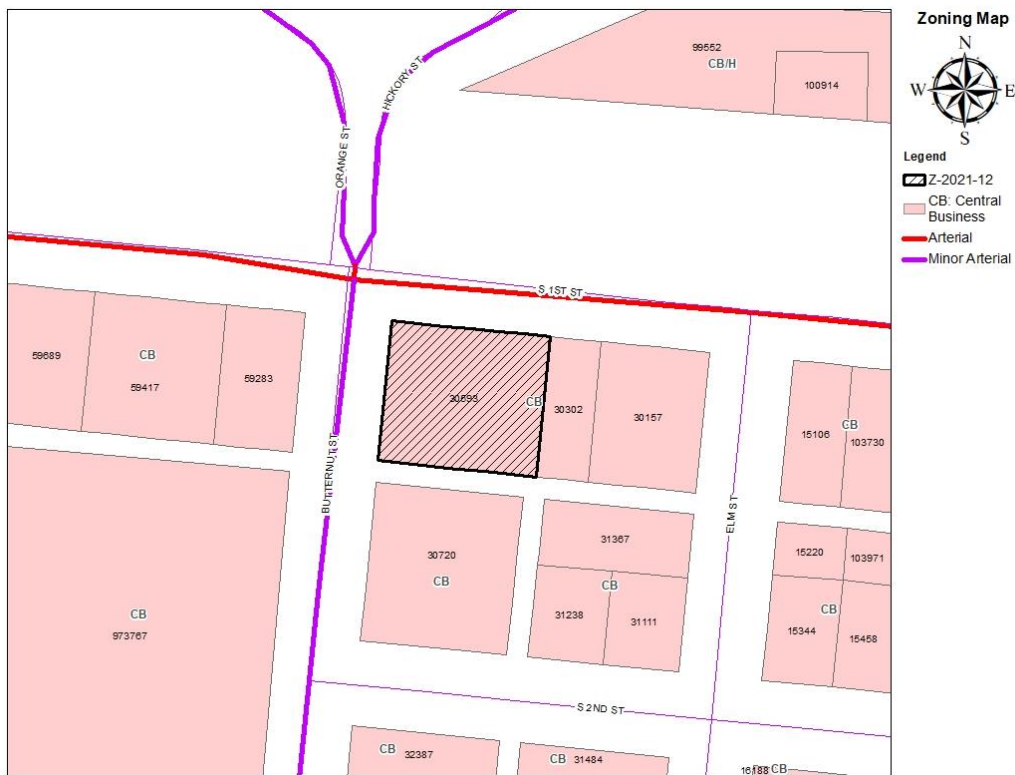
Attachments

PD Concept Plan
 Draft PD Ordinance
 Application
 PowerPoint Presentation

LOCATION MAP



ZONING AND EXISTING LAND USE MAP





Development Application

Planning

- ☐ Conditional Use
 ☐ Easement Release
 ☒ Rezoning
 ☐ Other
- ☒ PDD
 ☐ Street Name Change
 ☐ Thoroughfare Abandonment
 ☐ PDD Amendment
- Other: _____

Project Name: GARY CORPIAN

Address: _____ No. of lots: _____ Acreage: _____

Legal Description: _____

Subdivision Name: _____ Block: _____ Lot: _____

Current Zoning: CB Proposed Zoning (if applicable): PD

OWNER AND AUTHORIZATION

Owner Name: GARY CORPIAN & MARILU CORPIAN

Address: 70 CASTLE DRIVE

City, State, Zip: Abilene, Texas 79602 Fax: _____

Phone: 325-721-3721 Email: _____

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) _____ will act as my agent before the Planning and Zoning Commission.

Agent Name: _____

Address: _____

City, State, Zip: _____ Fax: _____

Phone: _____ Email: _____

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: Gary Corpian Date: 5-5-2021

FOR OFFICE USE ONLY

Received: 5-5-2021 Fee: \$ NA Receipt No.: _____

Case No.: E-2021-12 Reviewed By: NW



Development Application

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

Rezone from Central Business to a planned development with base
Zoning of central Business and to allow Automobile Sales.

S 1ST ST

1243

CB

Central Business Base zoning with the specific use to allow for retail sales of small automobiles and small trucks.

Case:	Z-2021-12
Owner:	Gary & Marilu Corpian
Request:	Rezone from Central Business (CB) to Planned Development District (PDD 171)
Location:	1243 S. 1 st Street
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	Approval, June 1, 2021

Z-2021-12 LOCATION MAP

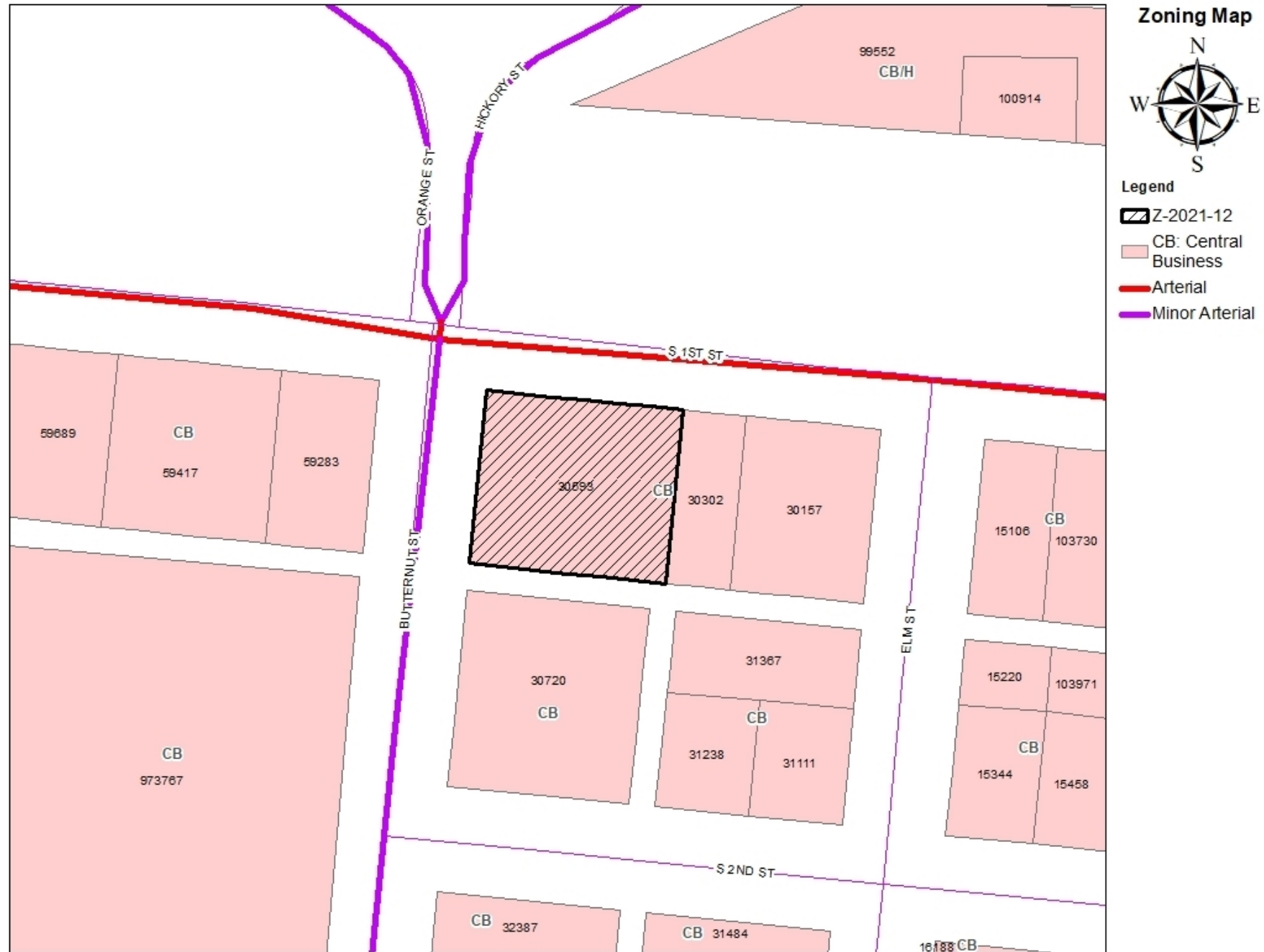


Location Map



Legend

 Z-2021-12



Permitted Uses in CB Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Ambulance Service
- P Fire/Police Station
- C Homeless/Emergency Shelter
- P Hospital
- P Medical/Dental Laboratory
- P Post Office
- C Rehabilitation Facility
- P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

- P Funeral Home/ Mortuary/Morgue
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- P Printing, Copying, Reproduction, Publishing
- C Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Storage - Self-Service Units
- C Tattoo Parlor*
- P Veterinary Service (small animals)

TRADE – RETAIL USES

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

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Passenger Ground Transportation Terminal
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses 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



Z-2021-12 VIEWS OF SUBJECT & ADJACENT PROPERTIES



Z-2021-12 NOTIFICATION AREA MAP



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 6/24/2021

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **12. Ordinance (First Reading) Z-2021-13: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Charles Wolfe to Change Zoning of Adjoining Properties at 126 South Mockingbird Boulevard and 2958 South 2nd Street, from Neighborhood Retail (126 S. Mockingbird) and Residential Medium-Density (2958 South 2nd) to General Commercial District. (Mike Warrix)**

GENERAL INFORMATION

The request is to rezone the subject properties from Neighborhood Retail (NR) and Medium Density (MD) to General Commercial (GC) District.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5 - 0.

ATTACHMENTS:

1. Z-2021-13 draft ordinance
2. Z-2021-13 PZC Staff Report
3. 2- Z-2021-13 Application
4. 3- Z-2021-13 Council presentation

ORDINANCE NO. _____

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

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PASSED ON FIRST READING the 24th day of June, 2021.

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 15th day of May, 2021, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 8th day of July, 2021, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 8th day of July, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described tract(s), from Medium Density (MD) and Neighborhood Retail (NR) Districts to a General Commercial (GC) District.

Legal description being: The south 149.43 feet of Lot 101 and all of Lot 103 in Block 7 of Scott Highway Place Subdivision, Abilene, Taylor County, Texas.



-END-

ZONING CASE Z-2021-13

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: June 1, 2021

City Council 1st Reading: June 24, 2021

City Council 2nd Reading: July 8, 2021

Applicant

Owner: Charles Wolfe

Request

Rezone from Neighborhood Retail (NR) and Medium Density (MD) to General Commercial (GC) District.

Location

126 S. Mockingbird Ln. and 2958 S 2nd Street.

Background

The subject properties were annexed in 1927 and were rezoned from Agricultural Open Space to RM-3 in 1974. RM-3 zoning has since been reclassified to Medium Density (MD) zoning which currently exists on one of the subject properties. The remaining portion of this zone change request was rezoned to Limited Commercial (LC) in 2005 (Ordinance #15-2005). Limited Commercial zoning was later reclassified to Neighborhood Retail (NR) zoning which currently embraces all of the remaining portion of this zone change request. Prior to 2007, the subject properties were occupied by two single-family residences; one built in 1948 and another built in 1951. In 2007 and 2008, permits were issued for the demolition of the structures. In 2007, a site plan was approved and permits issued for the construction of the existing office building at 126 S. Mockingbird Lane. In 2008, a certificate of occupancy was issued for Wolfpak Software to occupy the building for software sales/training purposes. The applicant is requesting a rezone to General Commercial (GC) in order to expand the use of the existing training building to include "Trade School" as a permitted use.

Zoning and Existing Land Use

Current zoning and existing land use of properties adjacent to and in the immediate area are illustrated on the map included in this report. As indicated on the map, properties to the north are occupied commercial businesses within General Commercial (GC) zoning; to the west, south, and east are single-family residences zoned Medium Density (MD).

Criteria Assessment

According to Section 1.4.1.4, Criteria for Approval, of the City of Abilene Land Development Code, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

- (1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land use and Development Plan Map, as amended;**

It is the opinion of staff that the proposed zoning map amendment will serve to implement the goals, objectives, and policies of the Comprehensive Plan, and Future Land Use and Development Plan Map. The Future Land Use and Development Plan Map identifies the subject properties as commercial. The amendment to the zoning map to General Commercial (GC) zoning will allow a wider range of commercial activities on the subject properties.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

It is the opinion of staff that the uses permitted by the proposed zone change are consistent with the surrounding properties in the immediate vicinity. Immediately north of the subject properties as well as the majority of the block immediately east of Mockingbird Land. are currently zoned General Commercial. Therefore, the uses that are permitted within this proposed zoning district may not appear out of character with the area. General Commercial (GC) zoning does present the possibility of permitting commercial uses that may be viewed as a nuisance to nearby residential properties. The uses which could potentially create nuisances are primarily automotive oriented (Automobile Repair Services, Automotive Sales, Car Washes Etc.). In order to mitigate future nuisances that may be created by commercial activities on these subject properties; Section 4.2.4.2 of the Land Development Code prescribes a "Type B" Land Use Buffer. This land use buffer will be required along all property lines that are adjacent to the remaining Medium Density (MD) properties surrounding the subject properties.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The subject property currently has access to existing utilities and public amenities adequate for the proposed uses. This request presents no apparent conflicts with existing or proposed plans for community facilities and related infrastructure.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

It is the opinion of staff that no other factors are present that would substantially affect the public health, safety, morals, or general welfare.

Staff Recommendation

Staff recommends approval

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, staff mailed personal notices on May 15, 2021 (via certified mail) to the applicant and other property owners within a 200-foot radius of the subject property. These property owners and associated parcel identification numbers are identified in Table 1.

TABLE 1

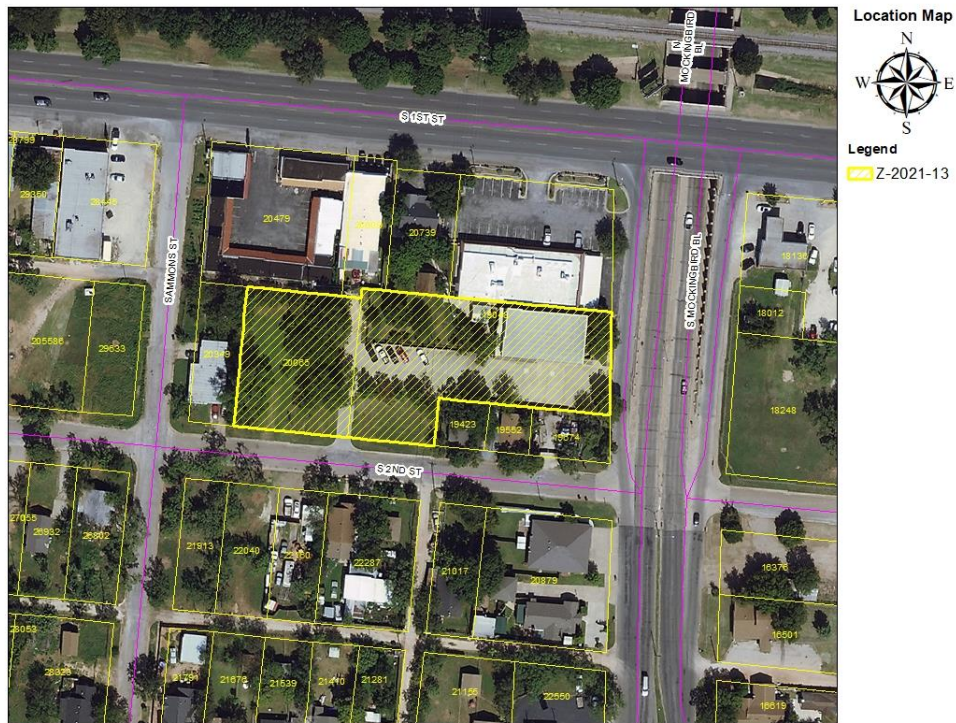
Owner	Parcel ID	Response
BHAKTA NATVAR & INDIRA	20479	
HICKS RALPH C & BONEDA L	26802	
KUHN GRETA C	18136	
KUHN GRETA C	18012	
KUHN GRETA C	18248	
LARRY BOBBY JR & KATHY A	16376	
LEAL FRED & STEPHANIE	22287	
LEAL FRED & STEPHANIE	19674	
LEAL FRED & STEPHANIE	19552	
LEAL FRED & STEPHANIE	22160	
LEAL STEPHANIE	21017	
LEAL TINA	19423	
LOVE HOLLY LEE	29633	
MARCIKESE JOSEPH B &	28445	
MC COY LAND & MINERALS LLC	205586	
MOLINA RAFAEL	26932	
OVALLE BAUDILIO & MANUELA	20349	
REUNION ENTERPRISES INC	20879	
TORRES PEDRO	20609	
WOLFE CHARLES	20739	
WOLFE CHARLES	19048	
WOLFE CHARLES L	21913	
WOLFE CHARLES L	22040	
WOLFE CHARLES L	20065	

Attachments

Application

PowerPoint Presentation

LOCATION MAP



ZONING MAP





Development Application

RECOMMENDATIONS

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you (FAX or E-mail) of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: _____

DATE: _____



Development Application

Planning

- ☐ Conditional Use
 ☐ Easement Release
 ☒ Rezoning
 ☐ Other
☐ PDD
 ☐ Street Name Change
 ☐ Thoroughfare Abandonment
 ☐ PDD Amendment
 Other: _____

Project Name: Safety Training Rezone
 Address: 2958 S 2nd No. of lots: _____ Acreage: _____
 Legal Description: _____
 Subdivision Name: _____ Block: _____ Lot: _____
 Current Zoning: MD Proposed Zoning (if applicable): GC

OWNER AND AUTHORIZATION

Owner Name: Charles Wolfe
 Address: 201 Mesquite St
 City, State, Zip: Abilene, TX 79601 Fax: _____
 Phone: 325-669-4203 Email: Charles.L.Wolfe@gmail.com

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) _____ will act as my agent before the Planning and Zoning Commission.

Agent Name: _____
 Address: _____
 City, State, Zip: _____ Fax: _____
 Phone: _____ Email: _____

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: Charles Wolfe Date: 4/28/2021

FOR OFFICE USE ONLY

Received: 29 Apr 21 Fee: \$ 1500.00 Receipt No.: Check # F16BL67
 Case No.: _____ Reviewed By: [Signature]



Development Application

Planning

- ☐ Conditional Use ☐ Easement Release ☒ Rezoning ☐ Other
☐ PDD ☐ Street Name Change ☐ Thoroughfare Abandonment ☐ PDD Amendment
Other: _____

Project Name: Safety Training Reserve
Address: 126 Mockingbird / 2901 S First No. of lots: _____ Acreage: _____
Legal Description: _____
Subdivision Name: _____ Block: _____ Lot: _____
Current Zoning: GC4 NR Proposed Zoning (if applicable): GC

OWNER AND AUTHORIZATION

Owner Name: Charles Wolfe
Address: 201 Mesquite St
City, State, Zip: Abilene, TX 79601 Fax: _____
Phone: 325-669-4203 Email: _____

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) _____ will act as my agent before the Planning and Zoning Commission.

Agent Name: _____
Address: _____
City, State, Zip: _____ Fax: _____
Phone: _____ Email: _____

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: Charles Wolfe Date: 4/28/21

FOR OFFICE USE ONLY

Received: _____ Fee: \$ _____ Receipt No.: _____
Case No.: _____ Reviewed By: _____

Development Application - Background Information

Safety Technology USA is the American branch of an international safety training company (www.safetytechnologyusa.com). They are currently offering two sets of classes: a 5-day basic course or a 3-day refresher course on GWO Basic Safety Training that leads to a certification. They are needing to add a 5-day advance class along with a 3-day refresher.

Before COVID, they were using classroom space at TSTC in Sweetwater, but TSTC's response to COVID shut that down. They bring in students from all over the United States. They also have a training center located in Iowa, in partnership with the Iowa Lakes Community College. They are currently renting space on a week-to-week basis at the T&P Freight Depot, 901 N 1st Street, and renting TSTC's portable tower (can be seen in the Depot's parking lot).

The classes are designed to be applicable for all trades that perform work for GWO members (i.e. anyone that does any work on a Wind Turbine). GWO (Global Wind Organization) is a non-profit body founded by wind turbine manufacturers and owners, aims to achieve an injury-free work environment in the wind turbine industry through the deployment of common international standards for safety training and emergency procedures. It is standard practice to require all workers to have a current GWO safety certification before they can perform any work. The basic classes consist of 4 sections: First Aid, Working at Height, Manual Handling and Fire Awareness.

Because the school is beyond K-12, it is viewed by some as a Trade school instead of a private school. Trade schools are limited to zones: CU, CB, GC, HC, and LI. Trade schools are not allowed at all in MD nor NR, hence the need to change the zoning.

The former WolfePak training center at 126 Mockingbird is currently zoned NR. The facility was specifically designed for adult training with features such as classroom space with tall ceiling and large bathrooms. The space is well suited for both classroom instruction and being able to place various pieces of equipment and ladders inside for hands on training.

In addition to equipping the classrooms, an outdoor climbing structure is needed by the students to complete their training with real life rappelling down a tower and to simulate other height-based safety situations. It was suggested that the South 2nd part of 126 Mockingbird be used for that. From a neighborhood aesthetics standpoint, we feel it would be better to put such on the property on the back part of 2958 South 2nd Street (Currently zoned MD) to provide for more buffer space between it and the existing residential. Fred Leal, the homeowner at 2933 South 2nd, which is directly across the street from the South 2nd part of 126 Mockingbird is supportive of that. In addition, if we are successful in bringing more training classes to Abilene, additional training apparatus will be needed for more specialized advanced training and the area between the existing parking and S 2nd would be too limiting in size.

Fred Leal is asking that 2902 South 2nd Street to be included in the rezoning to (1) reflect the commercial usage of the property and (2) be available for the training school to utilize. As alternatives or in addition to, the two lots at 2965 and 2941 South 2nd street are also available for some type of rezoning. They could be used for overflow parking by either the training school, Mr. Leal's trucks, or by the plumbing company at 2929 South 1st Street (as they don't have enough parking).

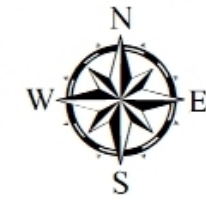
Historically, the land in the area has not seen much residential development. As housing is removed because of age or natural disasters, it usually is not replaced. We believe this is primarily because of the high costs prohibits the construction of new low-cost residential housing in a flood zone. The best use of these properties is to rezone them and allow the existing city infrastructure to be utilized.

Case:	Z-2021-13
Owner:	Charles Wolfe
Request:	Rezone from Medium Density (MD) to General Commercial (GC)
Location:	2958 S. 2 nd & 126 Mockingbird Lane
Notification:	5 in Favor, 0 Opposed
Planning & Zoning:	Approval, June 1, 2021

Z-2021-13 LOCATION MAP



Location Map



Legend

 Z-2021-13

Z-2021-13 ZONING MAP



Permitted Uses in GC Zoning

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Ambulance Service
- P Fire/Police Station
- C Homeless/Emergency Shelter
- P Hospital
- P Medical/Dental Laboratory
- P Post Office
- C Rehabilitation Facility
- P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

- P/C Automobile Wash
- C Contractor Services
- P Funeral Home/ Mortuary/Morgue
- C Kennel (With Outdoor Pens)
- P Kennel (Without Outdoor Pens)
- P Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- P Printing, Copying, Reproduction, Publishing
- C Recycling Collection and Processing Center
- P Repair and Maintenance Services - Automobile/Small Truck (major)
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Repair and Maintenance Services (outdoors)
- P Storage - Self-Service Units
- P Tattoo Parlor
- P Taxidermist
- P Veterinary Service (small animals)

TRADE – RETAIL USES

- C Aircraft and Accessories
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Brew Pub
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (automobile/small truck)
- P Retail Sales/Rental (indoor)
- P Retail Sales/Rental (outdoors, non-vehicle)
- C Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

- C Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Antenna Tower - Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Passenger Ground Transportation Terminal
- P Pressure Control Station
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P
- C
- TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses 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

Z-2021-13 VIEWS OF SUBJECT & ADJACENT PROPERTIES



Z-2021-13 NOTIFICATION AREA MAP



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval
- Planning & Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 6/24/2021

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **13. Ordinance (First Reading) Z-2021-14: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Shops at Carriage Hills LLC, Represented by Jacob Martin LLC, to Change Zoning from Agricultural Open Space (AO) to General Retail (GR) for 16.937 Acres of Vacant Land Bordering 100-300 Blocks (North Side) of East Beltway South for a Distance of Approximately 0.35 Mile East from Maple Street. (Mike Warrix)**

GENERAL INFORMATION

The request is to rezone approximately 16.4 acres from Agricultural Open Space (AO) to General Retail (GR). Based upon the information provided in the application, the purpose of this request is to build GR pad sites to accommodate a range of retail uses.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 5 - 0.

ATTACHMENTS:

1. Z-2021-14 draft ordinance
2. 1- Z-2021-14 PZC Staff Report
3. 2- Shops at Carriage Hills Application
4. 3- Z-2021-14 Council presentation

ORDINANCE NO. _____

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

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PASSED ON FIRST READING the 24th day of June, 2021.

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 15th day of May, 2021, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 8th day of July, 2021, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 8th day of July, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described tract(s), from Agricultural Open Space (AO) District to a General Retail (GR) District

BEING a **16.397 acre** tract out of the southwest-quarter of Section No. 14, Lunatic Asylum Lands, Abstract No. 777, City of Abilene, Taylor County, Texas and being out of the south end of the remainder of that certain 264.813 acre tract conveyed to Carriage Hills Development Corporation and described in a Warranty Deed with Vendor's Lien recorded in Instrument No. 2015-00006545 of the Official Public Records of said Taylor County, Texas. Said **16.397 acre** tract is more particularly described in metes and bounds as follows:

BEGINNING at a found aluminum disk monument stamped "J&M 4247" for the southeast corner of the herein described tract, and the southeast corner of said 264.813 acre tract, and being in the north right-of-way line of FM Highway No. 707, said corner being the beginning of a non-tangent curve to the left, having a radius of 5779.82 feet, a delta angle of $01^{\circ}31'11''$, and a long chord which bears $S88^{\circ}51'32''W$ 153.31 feet;

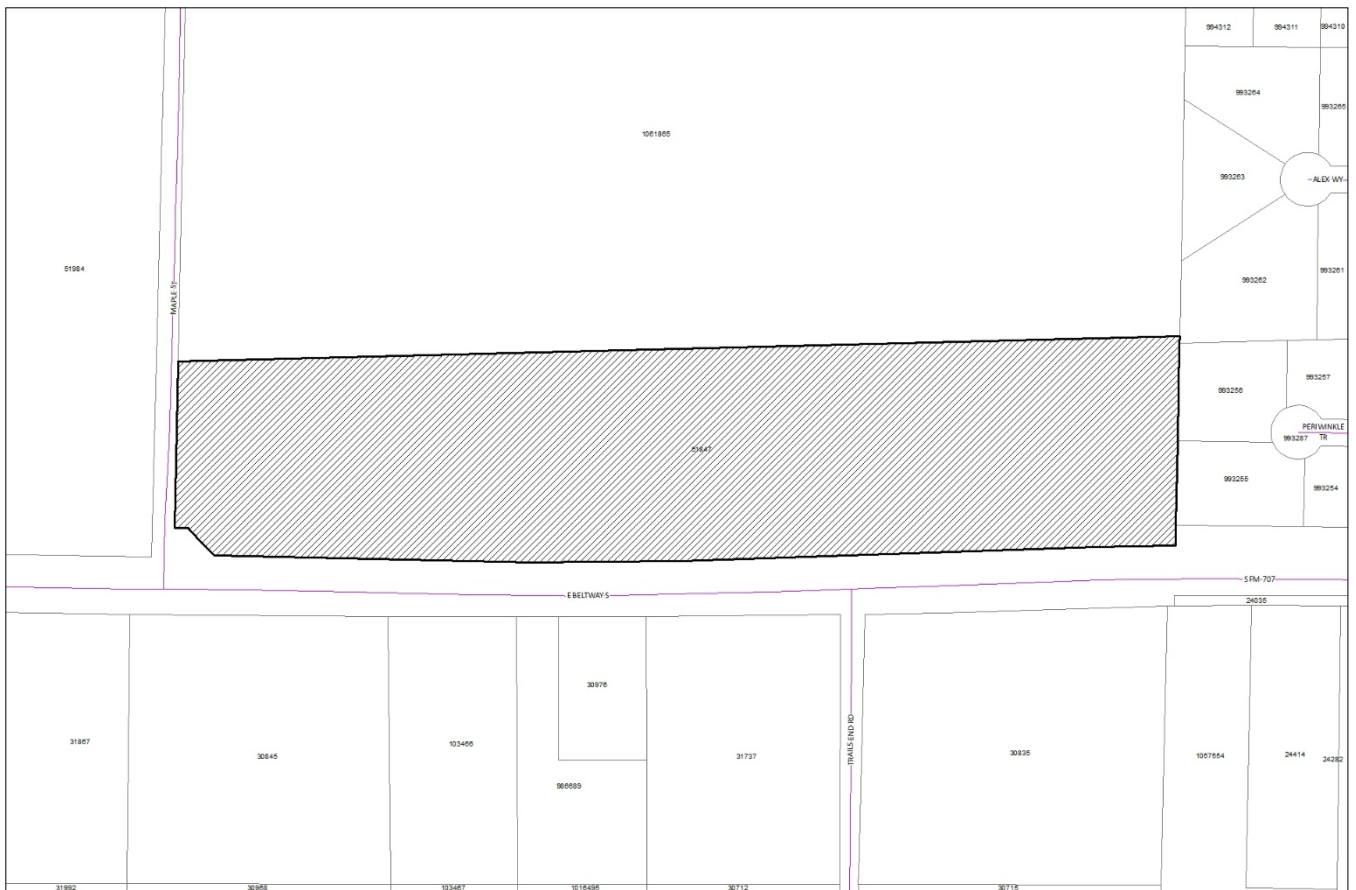
THENCE along the southerly line of the herein described tract and said 264.813 acre tract, and along the northerly right-of-line of said FM Highway No. 707 the following bearings and distances:

- Along said curve to the left an arc length distance of 153.32 feet to a found concrete monument at the end of said curve;
- $S88^{\circ}06'23''W$ a distance of 769.79 feet to a found concrete monument for the beginning of a tangent curve to the right, having a radius of 5679.30 feet, a delta angle of $02^{\circ}52'06''$, and a long chord which bears $S89^{\circ}39'42''W$ 284.30 feet;
- Along said curve to the right an arc distance of 284.33 feet to a found concrete monument at the end of said curve;
- $N89^{\circ}01'16''W$ a distance of 586.33 feet to a found concrete monument at the southeast end of a "clipped corner";
- $N44^{\circ}10'36''W$ a distance of 70.51 feet to a found concrete monument at the northwest end of said "clipped corner" and being in the occupied east line of Maple Street;
- $N88^{\circ}24'02''W$ a distance of 19.28 feet to a MAG-NAIL with metal washer stamped "J&M 4247" found in asphalt pavement of said Maple Street for the most westerly southwest corner of the herein described tract and said 264.813 acre tract;

THENCE $N01^{\circ}14'14''E$ along the west line of the herein described tract and said 264.813 acre tract, and along the general course of said Maple Street, a distance of 310.96 feet to a MAG-NAIL with metal washer set in asphalt pavement of said Maple Street for the northwest corner of the herein described tract from which a MAG-NAIL with metal washer found in asphalt pavement of said Maple Street and being at an interior corner of said 264.813 acre tract bears $N01^{\circ}14'14''E$ 1808.33 feet;

THENCE $N88^{\circ}35'07''E$ along the north line of the herein described tract and over and across said 264.813 acre tract, a distance of 1863.47 feet to a found 1/2 inch rebar rod for the northeast corner of the herein described tract, and being in the east line of said 264.813 acre tract, said corner also being at the common corner between the southwest corner of Lot 10, Block A and the northwest corner of Lot 4, Block A, both being in the Sawgrass Addition, Section 1, as shown per plat recorded in Cabinet 4, Slide 112, Plat Records of said Taylor County, Texas;

THENCE $S01^{\circ}11'02''W$ along the east line of the herein described tract and said 264.813 acre tract, and the west line of said Sawgrass Addition, Section 1, a distance of 387.93 feet to said **POINT OF BEGINNING** and containing **16.397 acres** of land, more or less.



-END-

ZONING CASE Z-2021-14

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: June 1, 2021

City Council 1st Reading: June 24, 2021

City Council 2nd Reading: July 8, 2021

Applicant

Owner: Shops at Carriage Hills LLC.

Agent: Clayton Farrow, Jacob & Martin

Request

Rezone approximately 16.4 acres from Agricultural Open Space (AO) to General Retail (GR). Based upon the information provided in the application, the purpose of this request is to build GR pad sites to accommodate a range of retail uses.

Location

Northeast corner of Maple Street and FM 707

Background

The subject property was annexed in 1932 and zoned Agricultural Open Space (AO) in 1974. Since annexation, the property has remained vacant.

Zoning and Existing Land Use

Current zoning and existing land use of properties adjacent to and in the immediate area are illustrated on the map included in this report. As indicated on the map, properties to the north are within Planned Development District (PD-167) and Single-Family Residential (RS-6) zoning; to the east and south is vacant property zoned Agricultural Open Space (AO); the properties west of the subject property are outside of the City limits and do not fall within a zoning district.

Criteria Assessment

According to Section 1.4.1.4, Criteria for Approval, of the City of Abilene Land Development Code, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land use and Development Plan Map, as amended;

It is the opinion of staff that the proposed zoning map amendment will serve to implement the goals, objectives, and policies of the Comprehensive Plan. The Future Land Use and Development Plan Map identifies the subject property as low density residential. However, since the adoption of the current Future Land Use and Development Plan Map approximately 900 single family residential home sites have been platted to date; with an additional 449 single-family home sites preliminarily platted for Sections 3 & 4 of Carriage Hills. The promotion of supportive commercial land uses in close proximity to these existing and

proposed residential homes directly achieves the Comprehensive Plan's objective of creating a mixture of land uses by integrating multiple uses, shortening automobile trips, and promoting pedestrian and bicycle accessibility.

(2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.

It is the opinion of staff that the uses permitted by the proposed zone change are consistent with the surrounding properties in the immediate vicinity. The permitted uses in this proposed zone change will promote the objectives of a 15-minute city by providing supportive commercial uses within a walkable/bikeable distance to nearby residential developments. Additionally, any future commercial construction at this location will be required to incorporate a "Type B" Land Use Buffer as prescribed in Section 4.2.4.2 of the Land Development Code. This Land Use Buffer is utilized to alleviate any possible nuisances that may result from commercial activity that would immediately back up to future residences. Furthermore, it is generally appropriate to locate commercial activities at the intersections of major thoroughfares such as the intersection of Maple Street (Major Arterial) and FM 707 (Expressway). These intersections provide the volume of traffic often deemed necessary to promote vitality of future businesses at this location.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The subject property currently has access to existing utilities and public amenities adequate for the proposed uses. This request presents no apparent conflicts with existing or proposed plans for community facilities and related infrastructure.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

It is the opinion of staff that no other factors are present that would substantially affect the public health, safety, morals, or general welfare.

Staff Recommendation

Staff recommends approval.

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, staff mailed personal notices on May 15, 2021 (via certified mail) to the applicant and other property owners within a 200-foot radius of the subject property. These property owners and associated parcel identification numbers are identified in Table 1.

TABLE 1

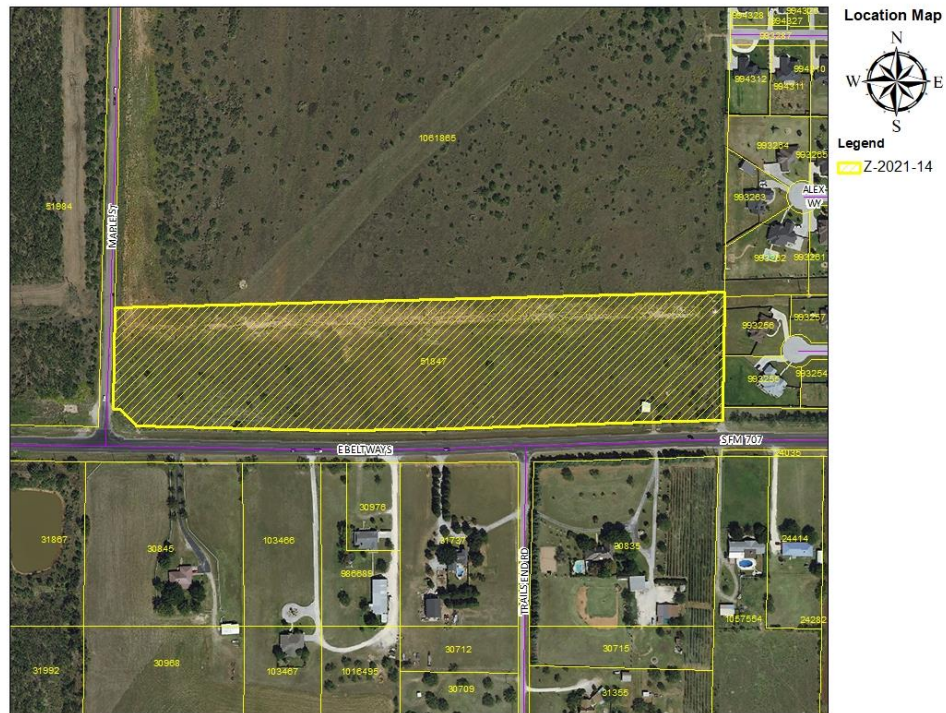
Owner	Parcel ID	Response
BOYD EDWARD R	1057554	
CITY OF ABILENE	51984	
Confidential Owner	24414	
GIESECKE LEON & JANET	993262	
HIGHWAY	24035	
LAZY T LAND & CATTLE LLC	31867	
MOORE JAMES B &	31737	
NEESE JOHN MELVIN &	993256	
PHILLIPSON KEVIN & ANGIE	30835	
SHOPS AT CARRIAGE HILLS LLC	51847	In favor
SHOPS AT CARRIAGE HILLS LLC	1061865	In favor
SMITH JOYCE F LF EST	986689	
SMITH JOYCE F LF EST	30976	
SMITH RODNEY GLENN &	103466	
TAYLOR COUNTY	993287	
TOVAR ROGELIO & MARTHA	993263	
URY JEFFREY S	993255	
WILSON SAMMIE JOE	30845	Opposed

Attachments

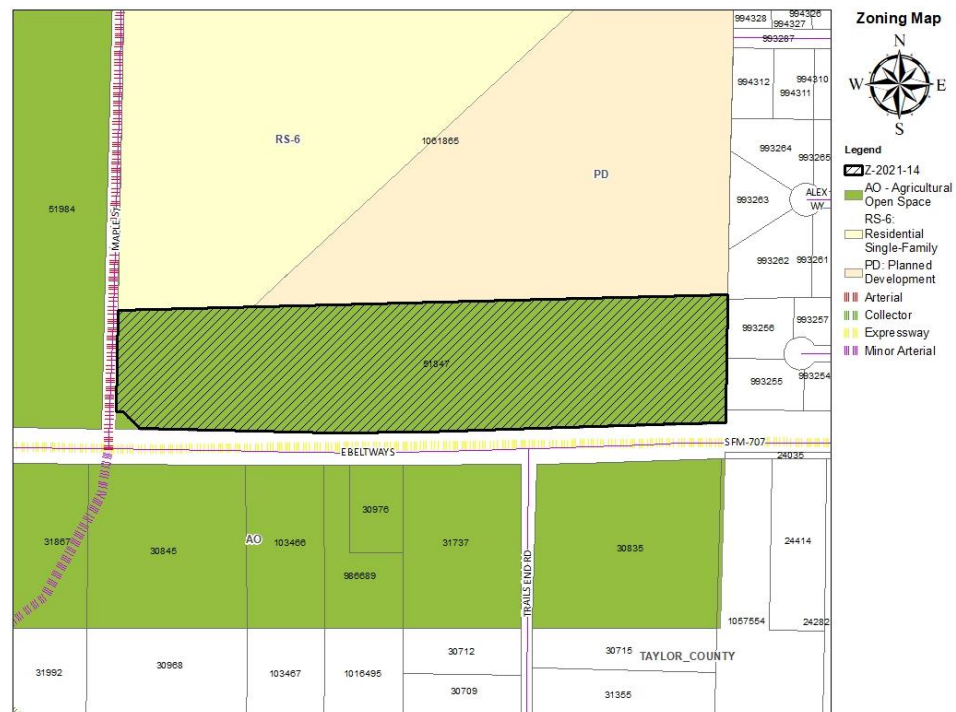
Application

PowerPoint Presentation

LOCATION MAP



ZONING MAP



For the PLANNING & ZONING COMMISSION

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

SE #: Z-2021-14

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

Name: SHOPS AT CARRIAGE HILLS LLC

Parcel I.D.: 51847

Address: 420 X E BELTWAY S

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

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature: _____

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2021-14

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

Name: SHOPS AT CARRIAGE HILLS LLC

Parcel I.D.: 1061865

Address: 250 E BELTWAY S

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

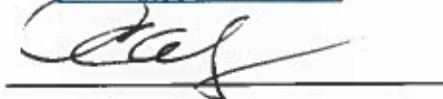
Email: planning@abilenetx.gov

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: _____



555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

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For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2021-14

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

Name: WILSON SAMMIE JOE

Parcel I.D.: 30845

Address: 149 E BELTWAY S

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

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature:



MAY 27 PM12:21

555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

We work together to build and maintain a community of the highest quality for present and future generations.

PROJECT OVERVIEW

Project Type: Zoning Application

ID # 21-000068 | **Started** 05/03/2021 at 4:26 PM



Address

420 X E Beltway, Abilene,
TX USA 79602

Legal

A0777 Sur 14 L A L Sw/4
Blk Acres 108.
A0777 Sur 14 L A L Sw/4,
Acres 108.41

Property Info

Property ID: 51847

Description

Rezoning property from AO to GR

PROJECT STEPS	DATE & TIME	RESULT	USER
Request	05/10/2021 at 2:18 PM	Accept	Jared Smith
Zoning Application Review	05/10/2021 at 2:18 PM	Accepted	Jared Smith
Planning Payment	05/11/2021 at 3:25 PM	Paid	Jared Smith
Create Agenda for Planning and-Zoning Commission		-	-
Staff Prepares Report & Send Property Notification Letters	-	-	-
P&Z Commission Decision	-	-	-
Prepare City Council Agenda	-	-	-
City Council Decision	-	-	-
Archive	-	-	-

INFORMATION FIELDS

Owner Name

SHOPS AT CARRIAGE HILLS LLC

Agent Name

Jacob & Martin

Block

-

Lot

-

Acreage

16.397

Legal Description of property

A0777 SUR 14 L A L SW/4, ACRES 16.397

Subdivision Name

-

Current Zoning

AO

Proposed Zoning

GR

Agree to Terms

Clayton Farrow 5-3-2021

INVOICES	DUE DATE	CONTACT	TOTAL	PAID	DUE
21-002121	05/10/2021	Clayton Farrow	\$ 1,500.00	\$ 1,500.00	\$ 0.00
		Fees	Account No	Total	Paid
				Due	
		Zoning - Zone change request	1002503010-42101	\$ 1,500.00	\$ 1,500.00
				\$ 0.00	\$ 0.00
TOTALS			\$ 1,500.00	\$ 1,500.00	\$ 0.00

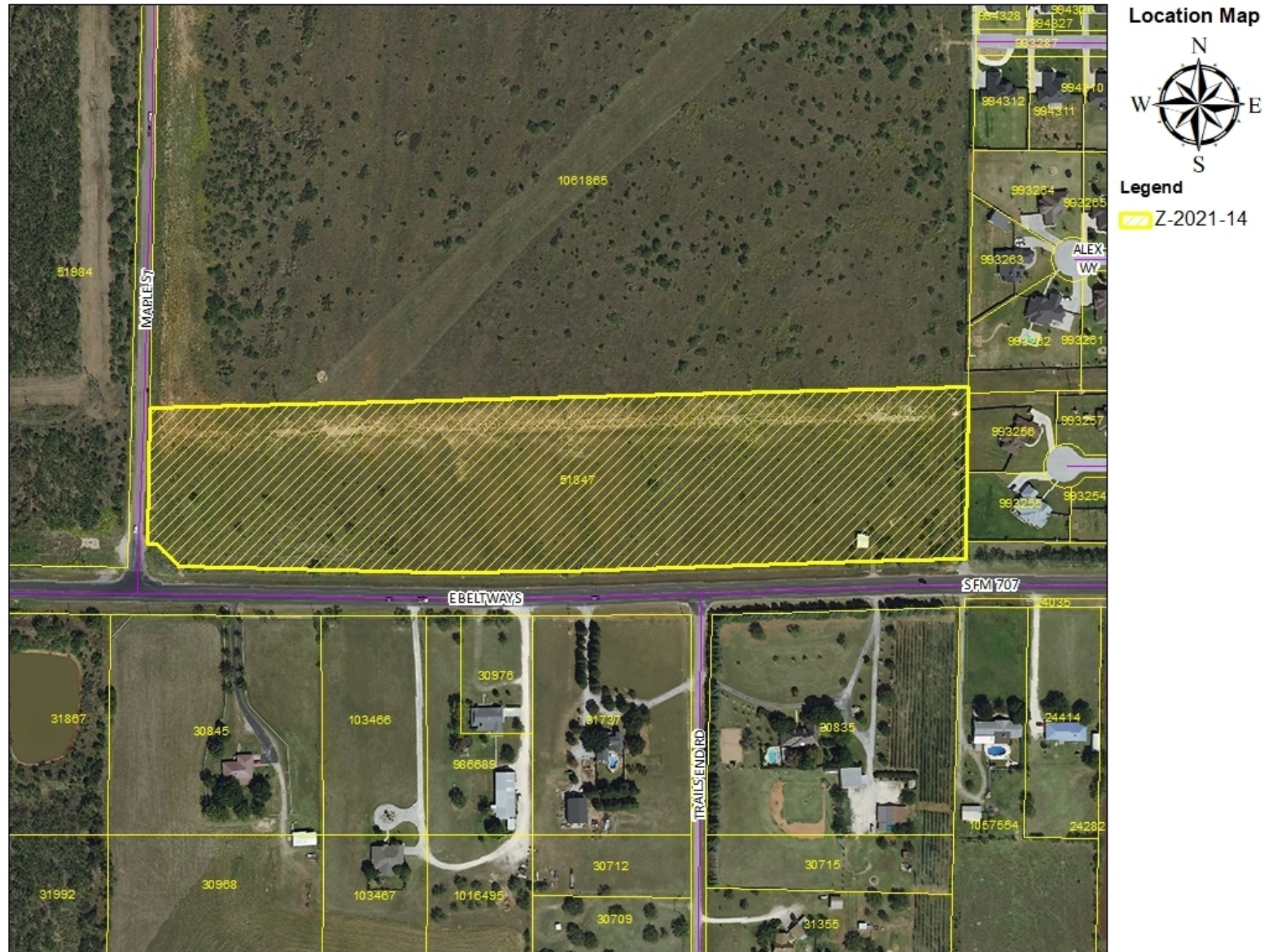
REVIEWS	DATE & TIME	STATUS	HISTORY
Zoning Application Review	05/10/2021 at 2:18 PM	Approved	Accepted
Create Agenda for Planning and Zoning Commission	05/11/2021 at 3:25 PM	In Review	-
Staff Prepares Report & Send Property Notification Letters	05/11/2021 at 3:25 PM	In Review	-

GENERAL COMMENTS

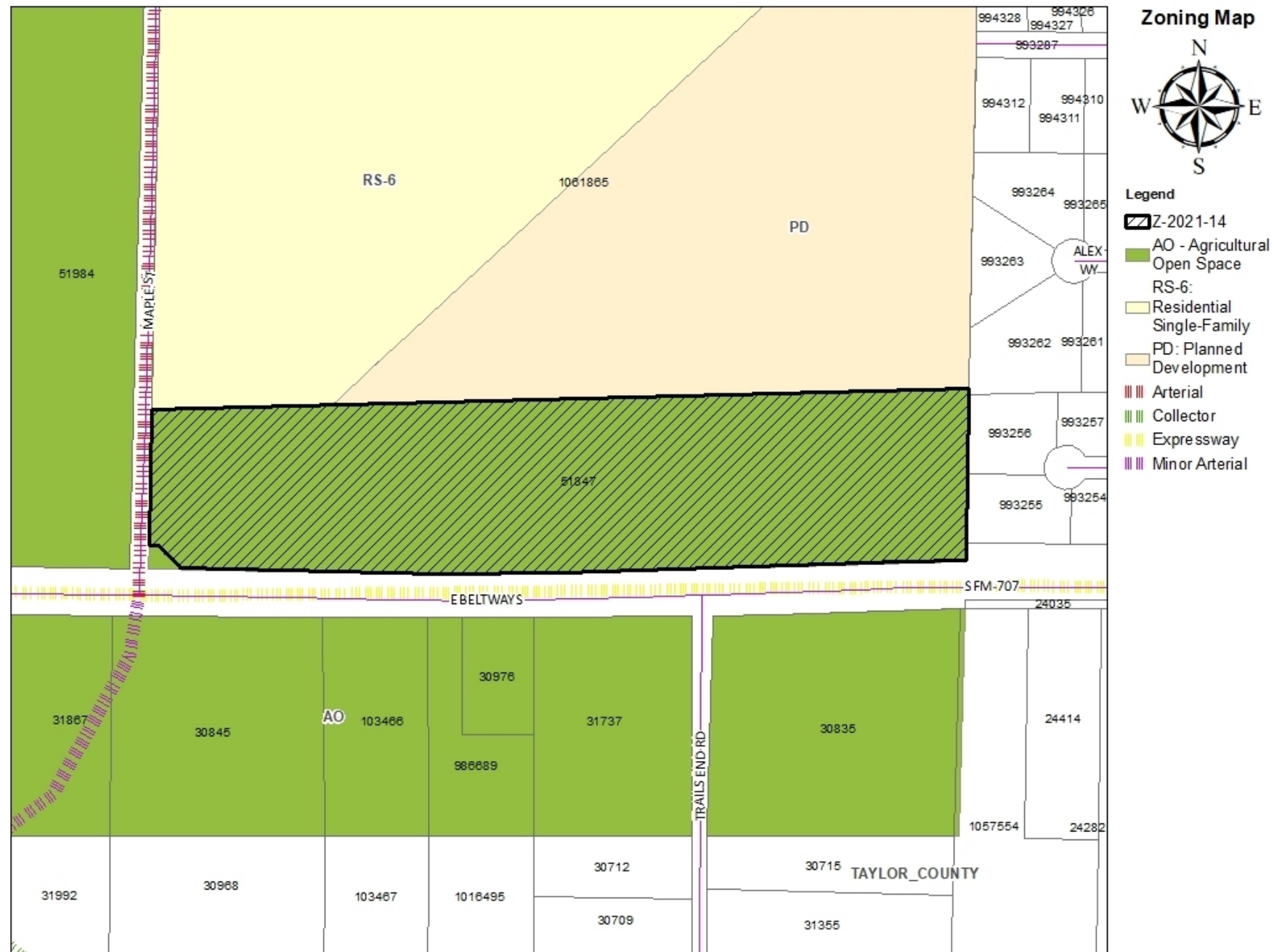
No data for General Comments.

Case:	Z-2021-14
Owner:	HRT Enterprises Inc
Request:	Rezone from Agricultural Open Space (AO) to General Retail (GR)
Location:	420 E. Beltway
Notification:	2 in Favor, 1 Opposed
Planning & Zoning:	Approval, June 1, 2021

Z-2021-14 LOCATION MAP



Z-2021-14 ZONING MAP



Permitted Uses in GR Zoning

RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- C 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/C 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, Brew Pub
- 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

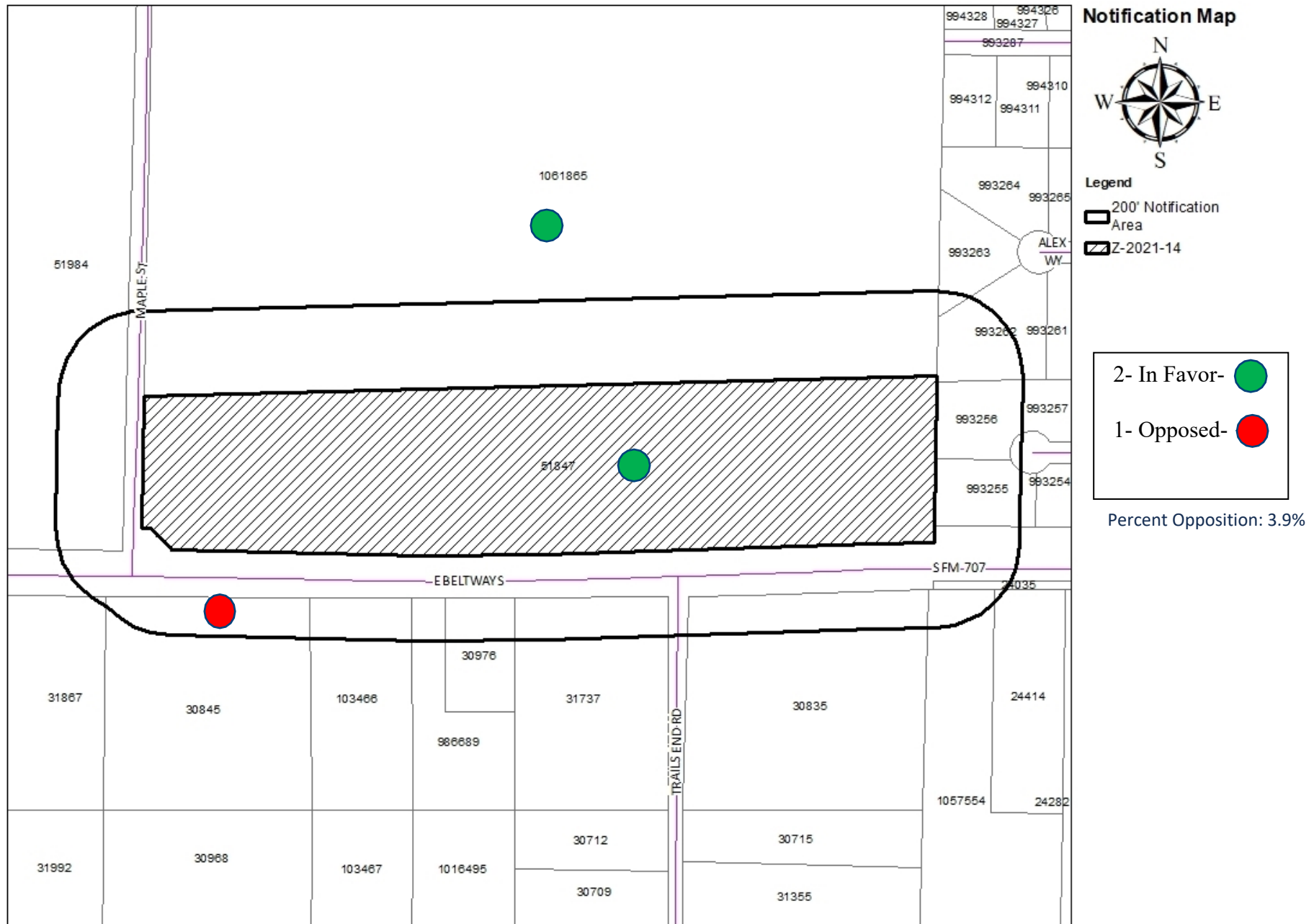
P
C
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses 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

Z-2021-14 VIEWS OF SUBJECT & ADJACENT PROPERTIES



Z-2021-14 NOTIFICATION AREA MAP



- Consistent with *Comprehensive Plan* and *Future Land Use and Development Plan Map*
- Reviewed Pursuant to Section 1.4.1.4 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 6/24/2021

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **14. Ordinance (First Reading) TC-2021-05:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from ACCO Feeds Inc., Represented by Erik Paul Johnson, to Abandon the 80-Foot Width of Public Right-of-Way of South 9th Street Extending 140 Feet East from South Treadaway Boulevard's Right-of-Way, and the 10-Foot-Width of Right-Of-Way for a Publicly-Dedicated Alley as it Extends 50 Feet South from the East End of the Above-Described Segment of South 9th Street and Located Behind a Vacant Lot at 901 South Treadaway Boulevard in South Central Abilene. (Mike Warrix)

GENERAL INFORMATION

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request (subject to the conditions listed in the staff report) by a vote of 5 - 0.

ATTACHMENTS:

1. TC-2021-05 draft ordinance (June 2021)
2. TC-2021-05 revised staff report
3. TC-2021-05 Application
4. TC-2021-05 Council presentation

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF CERTAIN PORTION OF PUBLIC RIGHT-OF-WAY FOR SOUTH 9TH STREET AND THE ENTIRE ALLEY EXTENDING 50 FEET DIRECTLY SOUTH THEREFROM, PROVIDING FOR TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

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

PART 1: That the following described portion of public right-of-way for South 9th Street and the entire width of an alley projecting 50 feet south from said portion of South 9th Street, as described on Exhibit “A” attached hereto and made part of this ordinance for all purposes, be and the same are hereby abandoned, vacated and closed insofar as the right, title or easement of the City of Abilene is concerned, subject to conditions expressed also in attached Exhibit “A”.

PART 2: That said portion of public right-of-way is not needed for public purposes, and it is in the public interest to abandon the above described portion of public right-of-way.

PART 3: That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tract of land specifically described in Part 1 of this ordinance, and shall be construed only to that interest the governing body of the City of Abilene may legally and lawfully abandon.

PASSED ON FIRST READING THE 24th day of June, A.D. 2021.

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 15th day of May, 2021, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 8th day of July, 2021, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 8th day of July, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT "A"

1. A suitable graphic resubdivision (replat) is prepared by a Texas-registered surveyor, approved by the City of Abilene and, then, recorded with the Taylor County Clerk. Such replat must illustrate how both affected rights-of-way (authorized to be abandoned) will be integrated with adjoining property and/or reserved in an alternative arrangement of dedicated alleyways or easements allowing free access by refuse collection trucks, as well as otherwise suitable access for maintaining, repairing and replacing underground and overhead utilities located therein.
2. Installation of any one or more fence(s) projecting across easements reserved with overhead electric or telecommunication utilities therein shall necessitate coordination with affected utility providers, to ensure minimum vertical and horizontal clearances as well as placement of gates offering ease of access by utility service providers.



Page 240 of 324

TC-2021-05

STAFF REPORT (revised)



Scheduled Hearings

Planning & Zoning Commission: June 1, 2021

City Council 1st Reading: June 17, 2021

City Council 2nd Reading: July 8, 2021

Applicant

ACCO Feeds

Agent: Erik Paul Johnson

Request

Abandon the complete 80-foot width of public right-of-way available for South 9th Street extending 140-feet east from right-of-way for South Treadaway Boulevard, and the 10-foot width of right-of-way for an alley that extends 50-feet south from the east end of this segment of South 9th Street.

Location

Approximately 300-feet south from and parallel to South 8th Street in south central Abilene

Background

In 1906, all of Outlot Number 2 in Block 190 of the Original Townsite of Abilene was divided into 30 lots and segments of two street rights-of-way.¹ These dedicated streets included an 80-foot wide right-of-way for what is now known as South 9th Street extending east from South Treadaway Boulevard. The eastern 10 feet of this 1906-era subdivision was also dedicated as a north-south alleyway.

Two (2) of the subdivision's 30 lots directly adjoin the segment of South 9th Street extending east from South Treadaway Boulevard; one to the north is now owned by AEP Texas North, and one to the south is owned by ACCO Feeds.

Assessment

Pursuant to Section 3.2.7.4, Street, Alley Abandonment, and Closure Policy, of the Land Development Code, any closure or abandonment shall follow the same public hearing process as required for a zoning change.

The proposed abandonment was reviewed by the City of Abilene's Development Review Committee (DRC). The DRC determined this request to be satisfactory with conditions to be addressed during the re-plat process upon approval of the abandonment.

Both lots adjoining this proposed thoroughfare closure of South 9th Street have primary frontage on South Treadaway Boulevard, a fully-improved arterial street. Additionally, this segment of South 9th Street extends no further east than the two adjacent lots that are directly north and south. The property located east from this dead-end segment of South 9th Street has approximately 300-feet of frontage elsewhere on South 8th Street. As a result, this entire segment of South 9th Street's right-of-way can be abandoned without jeopardizing public street access to any existing property.

¹ See J. Stoddard Johnston's Subdivision of Lot 2, Block 190, Abilene Original Town.

The far eastern end of South 9th Street coincides with the north end of an alleyway extending 680 feet farther south to intersect South 11th Street. Besides that segment of this alley which coincides with South 9th Street, the north 50 feet of the remaining alley is also proposed to be abandoned. This 50-foot-long alley segment lies directly behind (east of) the lot owned by ACCO Feeds adjoining South 9th Street. This 50-foot alley segment separates ACCO Feeds' frontage on South Treadaway Boulevard from their feed mill on property facing South 11th Street.

If this entire segment of South 9th Street and the alley are completely abandoned as proposed, then the north-south alleyway would be left a dead end with no outlet to another alley or street right-of-way. Appropriate easements or dedicated rights-of-way should be reserved to ensure an outlet for the alley and provide access to utilities located there. These include an underground sewer main as well as overhead electric power and telecommunication lines. An east-west easement or right-of-way should also be reserved for refuse collection and other trucks servicing the remaining north-south alleyway.

Staff Recommendation

City staff recommends approving the current request to abandon these rights-of-way, including both the subject segment of South 9th Street as well as an alley projecting 50 feet southward, subject to the following conditions:

1. That a suitable graphic resubdivision (replat) is prepared by a registered surveyor, approved by the City of Abilene and, then, recorded with the Taylor County Clerk. Such replat must illustrate how the affected rights-of-way (authorized to be abandoned) will be integrated with adjoining property and/or reserved in an alternative arrangement of dedicated alleyways or easements allowing free access by refuse collection trucks, as well as otherwise suitable access for maintenance and repair of existing underground and overhead utilities.
2. That installation of any fences projecting across easements reserved with overhead electric or telecommunication utilities therein shall require coordination with affected utility providers, to ensure maintenance of minimum vertical and horizontal clearances as well as placement of gates offering ease of access by utility service vehicles.

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on May 20 of 2021 (via certified mail) to the applicant and to other owners of property within a 200-foot radius of the subject street and alley rights-of-way. These property owners and associated parcel identification numbers are identified in Table 1.

Table 1

Owner	Property ID	Response
902 S TREADAWAY LLC	16218	
ABILENE HOPE HAVEN INC	100182	
ACCO FEEDS INC	15854	
ACCO FEEDS INC	21491	
ACUNA DAVID	18093	
BETHEL ROBERT	20152	
HOEMKE ROBERT	18327	
LONE STAR RAILROAD INC	15610	
LONE STAR RAILROAD INC	15494	
MK POWELL PROPERTIES LLC	16823	
PARKS GREGORY L	17199	
POPE BRYAN	16689	
POPE BRYAN E	16098	
SMITH LARRY C & KRISTY K	16946	
WEST TEXAS UTILITIES CO	15733	In favor

Attachments

- DRC Comments
- Application
- PowerPoint

location map



Comments List

Project Type: Thoroughfare Closure Application | ID # 21-000041



Athan Himmelstein

Planning Division, Mar 16, 2021 at 5:07 PM ago

Athan Himmelstein

AEP Texas Abilene Distribution

325.674.7290 & adhimmelstein@aep.com

AEP Texas Distribution has an existing overhead line on the east side of the abandonment and down guys and anchoring that we will need to keep utility rights for or need utility easements to cover us.

Also will need to reach to the AEP Transmission group as they also have overhead lines and down guying and anchoring in this road abandonment.

abandoning S. 9th Street and adjacent alley

2 messages

Stone, Brad <brad.stone@abilenetx.gov>
To: "rwbaxter@aep.com" <rwbaxter@aep.com>

Mon, May 24, 2021 at 11:55 AM

ACCO Feeds (a.k.a. Cargill Animal Nutrition) owns a vacant lot bordering the south side of an unimproved, dead-end segment of South 9th Street extending east from South Treadaway Boulevard.

AEP has a substation located on the north side of that same unimproved segment of South 9th Street. See attached aerial photo.

ACCO Feeds is seeking to have the City of Abilene officially abandon this segment of right-of-way for South 9th Street, as well as an alley located at the very east end of South 9th Street's right-of-way and extending for an additional 50 feet south of South 9th Street. See attached map graphic, with ACCO Feed's request for right-of-way abandonment highlighted in yellow.

ACCO Feeds' goal is to have a secure, fenced-in driveway approach extending all the way from South Treadaway Boulevard, eastward, to their feed mill located at the dead end of South 9th Street.

This alley segment appears to encompass overhead electric transmission lines feeding AEP's substation. I believe that Rachel Wason described it as "Abilene Oil Mill Tap 69 kV line (TLN192:00138)."

My question of AEP Transmission is whether these power lines should remain in a public alleyway or at least within a utility easement (on private property) required to be open and unobstructed? Or is it sufficient for these power lines to be situated within a simple utility easement, knowing that this easement will be obstructed by a fence?

Please let me know what the recommendation of AEP Transmission will be.

Please respond soon, preferably, by email.

Thank you for your attention to this matter.

Bradley Stone,
for the City of Abilene's
Planning Services Division

telephone number 325-676-6382

2 attachments

 9th Street_S._abndmnt. with alley photo.pdf
114K

 9th Street_S._abndmnt. with alley map.pdf
28K

Robbie Baxter Jr. <rwbaxter@aep.com>
To: "Stone, Brad" <brad.stone@abilenetx.gov>
Cc: Steve Thomas <slthomas@aep.com>, Rachel D Wason <rdwason@aep.com>, Nickie Plaisance <ngplaisance@aep.com>, "Gilbert Robledo Jr." <grobledo@aep.com>

Mon, May 24, 2021 at 2:08 PM

Brad

Sorry for the delayed response. I know you had some e-mails exchanged with Real Estate and Distribution last week. I was out of town at a condemnation hearing during that time.

You are correct about the asset being a 69kV line that serves the Abilene Oil Mill station on a radial feed. With it being a radial line it is crucial that we be able to have unobstructed access to that line as there is no other source to that station. In other words when that line has problems we would lose all of the customers served by that station. Our preference would be to have a utility easement across private land. AEP transmission has no issues with ACCO creating another entrance provided that they keep us abreast of their plans as we have to maintain certain clearances both vertical and horizontal. Should there fence that is being proposed encompass our structures then we will want to place a lock in the gate and ensure that is suitable for entry of our equipment.

I have also copied Steve Thomas who might want to provide additional comments on behalf of transmission.

Please let me know if you have any questions or need further clarification.

Thanks



ROBBIE BAXTER JR. | TRANS RIGHT OF WAY AGENT LEAD
RWBAXTER@AEP.COM | D:325.674.7552 | C:325.280.2615
4550 S LOOP 322, ABILENE, TX. 79602-8040

From: Stone, Brad <brad.stone@abilenetx.gov>
Sent: Monday, May 24, 2021 11:56 AM
To: Robbie Baxter Jr. <rbaxter@aep.com>
Subject: [EXTERNAL] abandoning S. 9th Street and adjacent alley

This is an **EXTERNAL** email. **STOP. THINK** before you **CLICK** links or **OPEN** attachments. If suspicious please click the 'Report to Incidents' button in Outlook or forward to incidents@aep.com from a mobile device.

[Quoted text hidden]



9th Street_S._abndmnt. with alley photo.pdf
114K

CITY OF ABILENE

THOROUGHFARE CLOSURE COMMENT FORM

3/12/2021

CASE # TC-2021-05

THOROUGHFARE LOCATION: 80-foot-wide right-of-way of S. 9th Street
extending east approximately 140-linear feet from the eastern
most right-of-way boundary of S Treadaway Blvd.

CITY DEPARTMENT/PVT. UTILITY CO.: Water Administration

REPRESENTATIVE: Kevin Jaeger

TITLE: Utility Engineer

I HAVE REVIEWED THE ABOVE THOROUGHFARE CLOSURE REQUEST AND FIND
IT TO BE:



SATISFACTORY



UNSATISFACTORY (explain below:

X

SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

The portion of South 9th Street east of S. Treadaway Blvd. currently contains active water and sewer utilities including a 6 inch PVC water line located along the east side of S. Treadaway Blvd., a 10 inch Cast Iron water line located along the southern Right of Way of S. 9th Street, and a 6 inch Vitrified Clay sewer line (running generally north to south) located along the eastern boundary of the lots fronting S. Treadaway Blvd. The applicant has two options. The applicant can provide the City with a utility easement for each of the existing utilities. If the existing utilities conflict with the intended use of the applicant, the applicant can obtain the services of a Civil Engineer to evaluate the possibility of abandoning or relocating the existing utilities. Should the Civil Engineer determine that the existing utilities can be abandoned or relocated, engineering plans would need to be created showing the relocation of those utilities. These engineering plans would need to be submitted to the City Engineer for review and approval prior to the utilities being relocated.

03/12/2021
DATE

Kevin Jaeger
SIGNED: DIRECTOR / REPRESENTATIVE



Development Application

Planning

- ☐ Conditional Use ☐ Easement Release ☐ Rezoning ☐ Other
☐ PDD ☐ Street Name Change ☒ Thoroughfare Abandonment ☐ PDD Amendment
 Other: _____

Project Name: Cargill and AEP
 Address: S 9th and S Treadaway east side No. of lots: _____ Acreage: TBD
 Legal Description: SEE ATTACHED
 Subdivision Name: _____ Block: _____ Lot: _____
 Current Zoning: HI Proposed Zoning (if applicable): N/A

OWNER AND AUTHORIZATION

Owner Name: ACCO FEEDS INC Attn: Jayson Bates
 Address: 1025 CHINA ST
 City, State, Zip: Abilene, TX 79602 Fax: _____
 Phone: (217) 778-0869 Email: jayson_bates@cargill.com

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) Paul Johnson & Associates will act as my agent before the Planning and Zoning Commission.

Agent Name: Erik Paul Johnson
 Address: 4633 S 14th
 City, State, Zip: Abilene, TX 79605 Fax: 325 692-8508
 Phone: 325 439-0186 Email: erik@pauljohnsonrealtors.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: _____ Date: 01/28/2021

FOR OFFICE USE ONLY

Received: 02/23/2021 Fee: \$ 1500 + 1252.20 Receipt No.: 0001058673
 Case No.: TC-2021-05 Reviewed By: _____

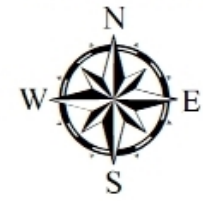
→ 10% OF THE ESTIMATED VALUE
 OF LAND IN THAT SEGMENT OF
 SOUTH 9TH STREET
 PROPOSED TO BE
 ABANDONED, AND
 WHICH EXCEEDS
 THE \$1500 BASIC
 APPLICATION FEE



Case:	TC-2021-05
Owner:	ACCO Feeds Inc.
Agent:	Erik Paul Johnson
Request:	Complete 80-foot width of right-of-way for South 9 th Street as it extends 140-feet east from South Treadaway Boulevard and the 10-foot width of right-of-way for the alley that extends 50-feet from the east end of South 9 th
Notification:	1 in Favor, 0 Opposed
Planning & Zoning:	Approval, June 1, 2021



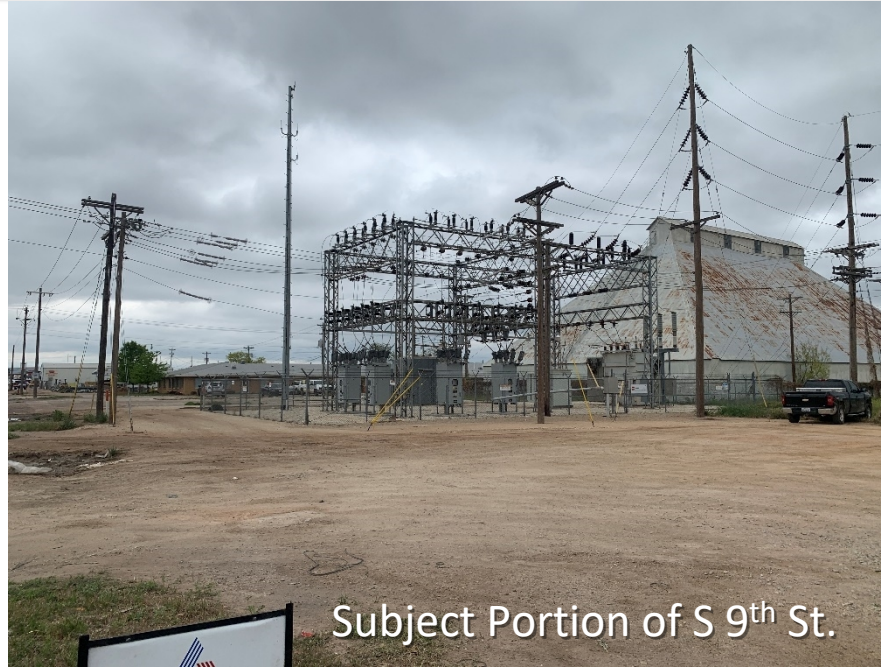
Location Map



Legend

 TC-2021-05





TC-2021-05 NOTIFICATION AREA MAP



- **DRC Recommendation: Satisfactory with conditions**
- **Staff Recommendation: Approval with conditions**

That a suitable replat shall be prepared, approved and recorded, showing how affected rights-of-way will be integrated with adjoining property and/or reserved in alternative arrangement of dedicated alleyways or easements allowing free access by refuse collection trucks, as well as otherwise suitable access for maintenance/repair of existing underground/overhead utilities.

That installation of fences projecting across easements reserved for overhead electric or telecommunication utilities shall necessitate coordination with affected utility providers, to ensure maintenance of minimum vertical and horizontal clearances as well as placement of gates offering ease of access by utility service vehicles.

- **Planning and Zoning Recommendation: Approval with conditions**

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 6/24/2021

TO: Robert Hanna, City Manager

FROM: Gregory McCaffery

SUBJECT: **15. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-286, Decreased Speed Limits - School Zones," of the Abilene Municipal Code, By Amending Certain Sections (Greg McCaffery)**

GENERAL INFORMATION

Amend Section 18-286 of the Abilene Municipal Code

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff Recommends Approval

BOARD OR COMMISSION RECOMMENDATION

NA

ATTACHMENTS:

1. REV4_Redline_School Zone 2020 Ord
2. REV_School Zone Name Changes
3. PP_School_Speed_Zones
4. School Zone Omissions (2)
5. School Zone Additions
6. Black Line - Reduced Speed School Zones Final Draft (1)

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,”
ARTICLE XIII, “SCHEDULES,” SECTION 18-286, “DECREASED SPEED LIMITS—
SCHOOL ZONES,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING
CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY
CLAUSE; AND DECLARING A PENALTY**

WHEREAS, certain schools throughout the City of Abilene have either been closed or relocated, and now there is a need to remove school zone designations from areas that are no longer adjacent to operating schools, and;

WHEREAS, there is a need to add a decreased speed school zone near Reagan Elementary.

**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, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 10th day of June, 2021.

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 20th day of June, 2021, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 4:30 p.m. on the 24th day of June, 2021, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 24th day of June, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Exhibit A

Chapter 18 Motor Vehicles and Traffic, Article XIII Schedules,

  Sec. 18-286. Decreased speed limits—**School zones**.

(a) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be twenty (20) miles per hour for hours designated on **school** days, where **school** signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

School	<u>Street</u>	<u>Extent</u>
Austin Elementary	South 23rd St.	170 feet east of South Elmwood Dr. to 175 west of Greenbriar Dr.
	South 25th St.	South Elmwood to Greenbriar Drs.
	Elmwood Dr., South	South 23rd to South 25th Sts.
	Greenbriar Dr.	South 23rd St. to 245 feet south of South 25th St.
Bonham Elementary School	South 7th St.	175 feet west of Buccaneer Dr. to 150 feet east of Hawthorne St.
	Buccaneer Dr.	South 7th St. to Potomac Ave.
	Potomac Ave.	Buccaneer Dr. to 255 feet west of Hawthorne St.
Bowie Elementary	South 20th St.	255 feet west of Vine St. to 310 feet east of Jeanette St.
	South 21st St.	Vine to Jeanette Sts.
	Jeanette St.	South 20th to South 22nd Sts.
	Vine St.	South 20th to South 22nd Sts.
College Heights Elementary	North 17th St.	Orange to Beech Sts.
-	North 18th St.	320 feet west of Beech St. to 145 feet east of Orange St.
-	Beech St.	160 feet south of North 17th St. to North 18th St.
-	Orange St.	205 feet south of North 17th St. to North 18th St.

Clack Middle School	Corsicana Ave.	Alamo Dr. to 300 feet north of Sagehen Ridge Dr.
Clack Middle School	Sagehen Ridge Dr.	Corsicana Ave. to Snipe Ln.
Craig Middle School	Prof Bynum Way	From Judge Ely to 200 east of Sunrise Ave.
Dyess Elementary	Jennings Dr.	Delaware Rd. to 1,200 feet west of Delaware Rd.
	Delaware Rd.	Jennings Dr. to Hampton Hills St.
Fannin Elementary	North 18th St.	220 feet west of Burger St. to 220 feet east of Shelton St.
-	North 20th St.	Burger to Shelton Sts.
-	Burger St.	North 18th St. to 270 feet north of North 20th St.
-	Shelton St.	North 18th St. to 270 feet north of North 20th St.
Franklin Middle School		
Martinez Elementary	North 12th St.	200 feet west of Clinton St. to 260 feet east of Merchant St.
	Clinton St.	North 12th to North 14th Sts.
	Merchant St.	North 12th to North 14th Sts.
Houston Elementary	North 6th St.	Cottonwood to Bois d' Arc Sts.
-	Bois d' Arc St.	110 feet north of North 5th St. to 125 feet south of North 7th St.
Jackson Elementary	South 32nd St.	260 feet west of Buffalo Gap Rd. to 210 feet west of Marshall St.
	Marshall St.	South 32nd St. to 550 feet north of South 32nd St.
	Harford St.	160 feet west of Corsicana Ave. to Reagan Circle (west side)
Jefferson Campus	Vine St.	S. 14th St. to S. 17th St.
-	Jeanette St.	S. 14th St. to S. 17th St.
-	S. 17th St.	Jeanette St. to Vine St.
Jefferson Middle School	South 14th Street	255 feet west of Vine St. to 250 feet east of Jeanette St.
-	South 17th St.	Vine to Jeanette Sts.

-	Jeanette St.	South 14th to South 17th Sts.
-	Vine St.	South 14th to South 17th Sts.
Johnston Elementary	North 12th St.	Glendale Dr. to Minter Lane
	North 14th St.	Glendale Dr. to Minter Lane
	Glendale Dr.	Laurel Dr. to North 14th Sts.
	Minter Lane	North 12th St. to North 14th Sts.
Kenley Private School	Matador St.	South 14th St. to South 15th St.
Lee Elementary	North 10th St.	250 feet east of Pioneer Dr. to 140 feet west of North San Jose Dr.
	Pioneer Dr.	North 10th St. to San Jose Dr.
	San Jose Dr.	North 10th St. to Pioneer Dr.
Lincoln Middle School	South 3rd St.	Peach to Vine Sts.
-	Peach St.	South 1st to South 3rd Sts.
-	Vine St.	South 1st to South 3rd Sts.
Locust Elementary	South 8th St.	Pecan St. to 160 feet east of Cherry St.
-	Cherry St.	South 8th to South 10th Sts.
-	Locust St.	South 8th to South 10th Sts.
Long Elementary	Minter Lane	Vogel St. to 230 feet south of Sherry Lane
-	Sherry Lane	Yorktown Dr. to Minter Lane
-	Vogel Ave.	120 feet west of Yorktown Dr. to 220 feet east of Minter Lane
-	Yorktown Dr.	Vogel St. to 230 feet south of Sherry Lane
-	Willis St.	300 feet north of Sherry Lane to 300 feet south of Sherry Lane
Madison Middle School	Barrow St.	South 32nd St. to Edgemont Dr.
Mann Middle School	Mimosa Dr.	Vogel Ave. to Iris St.
	Vogel Ave.	Westview Dr. to Mimosa Dr.
	Westview Dr.	Vogel Ave. to Iris St.
Ortiz Elementary	Vogel Ave.	Burger St. to Catclaw Creek
Reagan Elementary	Corsicana St.	Hartford to Waldemar Sts.
	Hartsford St.	160 feet west of Corsicana Ave. to 380 feet east of Presidio St.
	Presidio St.	Hartford to Waldemar Sts.

Taylor Elementary	Waldemar St. East North 13th St. Avenue F	Corsicana to Presidio Sts. Judge Ely Blvd. to Avenue F East North 13th to 200 feet south of East North 16th Sts.
Thomas Elementary	Lakeside Dr.	200 feet South of Bynum St. to East South 11th St.
Valley View Campus	N. 8th St.	200 feet east of Merchant St. to Victoria St.
	Merchant St.	150 feet north of State St. to N. 8th St.
	State St.	Merchant St. to Victoria St.
Ward Elementary	Rebecca Ln.	Alley between Pamela Dr. and Carrie Ann Ln. to 430 feet East of Bruce Dr.
Ward Elementary	Paint Brush Dr.	Pennington Dr. to Bruce Dr.
Woodson Elementary	North 9th St. Ash St.	Plum to Ash Sts. North 9th St. to 275 feet south of North 10th St.
Woodson Skill Center	Cockerell Dr.	650 feet north of East Highway 80 to 500 feet south of E.N. 7th St.

(b) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be twenty-five (25) miles per hour for hours designated on **school** days, where **school** signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

School	<u>Street</u>	<u>Extent</u>
Abilene High School	North 6th St.	Mockingbird Lane to Shelton St.
Bonham Elementary	Pioneer Dr.	300 feet north of Potomac Ave. to Monticello St.
Cooper High School	Amarillo St.	South 36th St. to 500 feet north of South 41st St.
	Sayles Blvd.	South 36th St. to South 40th St.
Jefferson Campus Long Elementary	S. 14th St.	Meander St. to 250 feet east of Jeanette St.
Mann Middle School	Ambler Ave.	Bel Air Dr. to Glendale Dr.
Ortiz Elementary	Ambler Ave.	From Green St. to Park Ave.

Reagan Elementary	South 7th St.	270 feet west of Alameda Rd. to 170 feet east of Alameda Rd.
Taylor Elementary	EN 10th St.	300 feet east of Avenue F to 300 feet west of Avenue F
Jackson Elementary	S. 27th St.	300 feet east of Marshall St. to 300 feet west of Marshall St.

(c) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be thirty (30) miles per hour for hours designated on **school** days, where **school** signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

School	<u>Street</u>	<u>Extent</u>
Abilene Christian School	Judge Ely Blvd.	From 680 feet south of E. Stamford St. to 1,500 feet south of E. Stamford St.
Craig Middle School	Judge Ely Blvd.	100 feet north of Luzon St. to 250 feet north of Clarks Dr.
Taylor Elementary	Judge Ely Blvd.	From E.N. 12th St. to 450 feet north of E.N. 13th St.
Wylie Elementary	Antilley Rd. (Westbound)	From Buffalo Gap Rd. to 850 feet East of Buffalo Gap Rd.
Wylie Elementary	Antilley Rd. (Eastbound)	From Buffalo Gap Rd. to 600 feet East of Buffalo Gap Rd.
Wylie Elementary	Hardwick Rd.	From 300 feet north of Waldrop Dr. to 800 feet south of Waldrop Dr.
Wylie High School	Antilley Rd. Eastbound	400 feet east of Twin Oaks Blvd. to 2,100 feet east of Twin Oaks Blvd.
	Antilley Rd. Westbound	550 feet east of Twin Oaks Blvd. to 2,550 feet east of Twin Oaks Blvd.

(d) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be thirty-five (35) miles per hour for hours designated on **school** days, where **school** signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets.

<u>School</u>	<u>Street</u>	<u>Extent</u>
Wylie Elementary	Buffalo Gap Road Southbound	710 feet north of Antilley Rd. to 100 feet south of Antilley Rd.
Wylie Elementary	Buffalo Gap Road Northbound	230 feet south of Antilley Rd. to 710 feet north of Antilley Rd.

(e) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be forty (40) miles per hour for hours designated on **school** days, where **school** signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets.

<u>School</u>	<u>Street</u>	<u>Extent</u>
Bassetti Elementary	Hwy 277 Southbound	530 feet south of Twilight Tr. to 1,970 feet south of Twilight Tr.
Bassetti Elementary	Hwy 277 Northbound	From 1,030 feet south of Twilight Tr. to 2,370 feet south of Twilight Tr.

(Code 1965, § 17-140; Ord. No. 924, 1-13-77; Ord. No. 1053, 4-13-78; Ord. No. 22-1981, pt. 1, 3-12-81; Ord. No. 20-1983, pt. 1(2), 3-24-83; Ord. No. 90-1983, pt. 1, 8-25-83; Ord. No. 72-1984, pt. 1, 7-26-84; Ord. No. 60-1986, 8-14-86; Ord. No. 4-87, pt. 1, 2-12-87; Ord. No. 44-1987, pt. 1, 7-23-87; Ord. No. 49-1988, pt. 1, 10-27-88; Ord. No. 30-1992, pt. 1, 7-23-92; Ord. No. 41-1992, pt. 1, 10-22-92; Ord. No. 50-1992, pt. 1, 12-3-92; Ord. No. 35-1993, pt. 1, 8-12-93; Ord. No. 52-1993, pt. 1, 12-2-93; Ord. No. 14-1994, pt. 1, 4-14-94; Ord. No. 31-1994, pt. 1, 7-28-94; Ord. No. 1-1995, pt. 1, 1-12-95; Ord. No. 5-1-1996, pt. 1, 2-22-96; Ord. No. 30-1997, pt. 1 (Exh. A), 7-10-97; Ord. No. 1-1998, pt. 1(Exh. A), 1-22-98; Ord. No. 18-2001, pt. 1(Exh. A), 8-9-01; Ord. No. 24-2001, pt. 1(Exh. A), 9-27-01; Ord. No. 25-2003, pt. 1(Exh. A), 8-14-03; Ord. No. 38-2003, pt. 1(Exh. A), 11-13-03; Ord. No. 15-2004, pt. 1(Exh. A), 7-8-04; Ord. No. 31-2004, pt. 1(Exh. A), 10-21-04; Ord. No. 34-2005, pt. 1(Exh. A), 7-28-05; Ord. No. 49-2006, pt. 1(Exh. A), 9-25-06; Ord. No. 31-2007, pt. 1(Exh. A), 8-9-07; Ord. No. 29-2008, pt. 1(Exh. A), 6-28-08; Ord. No. 01-2018, pt. 1(Exh. A), 1-11-18)

School Zone Name Changes

Sec. 18-286. Decreased speed limits—School zones

(a) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be twenty (20) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

~~Franklin Middle School~~

<u>Martinez Elementary</u>	North 12th St.	200 feet west of Clinton St. to 260 feet east of Merchant St.
	Clinton St.	North 12th to North 14th Sts.
	Merchant St.	North 12th to North 14th Sts.

(b) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be twenty-five (25) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

~~Long Elementary~~

<u>*Mann Middle School</u>	Ambler Ave.	Bel Air Dr. to Glendale Dr.
----------------------------	-------------	-----------------------------

* This school zone used to serve both Long Elementary and Mann Middle School. Since Long is no longer a Elementary School and has no foot traffic, the zone is now just for Mann Middle School.

Agenda Item: Ordinance Amendment School Speed Zones

(McCaffery)



Questions?

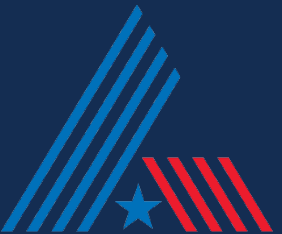


Exhibit A
School Zone Omissions

  **Sec. 18-286. Decreased speed limits–School zones.**

(a) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be twenty (20) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

College Heights Elementary	North 17th St.	Orange to Beech Sts.
-	North 18th St.	320 feet west of Beech St. to 145 feet east of Orange St.
-	Beech St.	160 feet south of North 17th St. to North 18th St.
-	Orange St.	205 feet south of North 17th St. to North 18th St.
Fannin Elementary	North 18th St.	220 feet west of Burger St. to 220 feet east of Shelton St.
-	North 20th St.	Burger to Shelton Sts.
-	Burger St.	North 18th St. to 270 feet north of North 20th St.
-	Shelton St.	North 18th St. to 270 feet north of North 20th St.
Houston Elementary	North 6th St.	Cottonwood to Bois d' Arc Sts.
-	Bois d' Arc St.	110 feet north of North 5th St. to 125 feet south of North 7th St.
Jefferson Campus	Vine St.	S. 14th St. to S. 17th St.
-	Jeanette St.	S. 14th St. to S. 17th St.
-	S. 17th St.	Jeanette St. to Vine St.
Jefferson Middle School	South 14th Street	255 feet west of Vine St. to 250 feet east of Jeanette St.
-	South 17th St.	Vine to Jeanette Sts.
-	Jeanette St.	South 14th to South 17th Sts.
-	Vine St.	South 14th to South 17th Sts.
Lincoln Middle School	South 3rd St.	Peach to Vine Sts.
-	Peach St.	South 1st to South 3rd Sts.

-

~~Vine St.~~

~~South 1st to South 3rd Sts.~~

Locust Elementary	South 8th St.	Pecan St. to 160 feet east of Cherry St.
-	Cherry St.	South 8th to South 10th Sts.
-	Locust St.	South 8th to South 10th Sts.
Long Elementary	Minter Lane	Vogel St. to 230 feet south of Sherry Lane
-	Sherry Lane	Yorktown Dr. to Minter Lane
-	Vogel Ave.	120 feet west of Yorktown Dr. to 220 feet east of Minter Lane
-	Yorktown Dr.	Vogel St. to 230 feet south of Sherry Lane
-	Willis St.	300 feet north of Sherry Lane to 300 feet south of Sherry Lane
Reagan Elementary	Corsicana St.	Hartford to Waldemar Sts
	Hartford St.	160 feet west of Corsicana Ave. to 380 feet east of Presidio St.
	Waldemar St.	Corsicana to Presidio Sts.
Taylor Elementary	East North 13th St.	Judge Ely Blvd. to Avenue F
	Avenue F	East North 13th to 200 feet south of East North 16th Sts.
Woodson Elementary	North 9th St.	Plum to Ash Sts.
-	Ash St.	North 9th St. to 275 feet south of North 10th St.

(b) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be twenty-five (25) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

Jefferson Campus	S. 14th St.	Meander St. to 250 feet east of Jeanette St.
Reagan Elementary	South 7th St.	270 feet west of Alameda Rd. to 170 feet east of Alameda Rd.
	South 7th St.	333 feet west of Corsicana Ave. to 380 east of Corsicana Ave.
Taylor Elementary	EN 10 th St.	300 feet east of Avenue F to 300 feet west of Avenue F

(c) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be thirty (30) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

~~Taylor Elementary~~

~~Judge Ely Blvd.~~

~~From E.N. 12th St. to 450 feet north of E.N.
13th St.~~

School Zone Additions

Sec. 18-286. Decreased speed limits—School zones.

(a) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be twenty (20) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

Clack Middle School Hartford 160 feet west of Corsicana Ave. to Reagan Circle (west side)

(b) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be twenty-five (25) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

Clack Middle School South 7th St. 333 feet west of Corsicana Ave. to 380 feet east of Corsicana Ave.

(c) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be thirty (30) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

Taylor Elementary EN 10th St. 675 feet east of Griffith Rd to 1655 east of Griffith Rd.

Black Line - Reduced Speed School Zones

06/07/2021

Sec. 18-286. Decreased speed limits—School Zones.

(a) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be twenty (20) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

<u>School</u>	<u>Street</u>	<u>Extent</u>
Austin Elementary	South 23rd St.	170 feet east of South Elmwood Dr. to 175 west of Greenbriar Dr.
	South 25th St.	South Elmwood to Greenbriar Drs.
	Elmwood Dr., South	South 23rd to South 25th Sts.
	Greenbriar Dr.	South 23rd St. to 245 feet south of South 25th St.
Bonham Elementary	South 7th St.	175 feet west of Buccaneer Dr. to 150 feet east of Hawthorne St.
	Buccaneer Dr.	South 7th St. to Potomac Ave.
	Potomac Ave.	Buccaneer Dr. to 255 feet west of Hawthorne St.
Bowie Elementary	South 20th St.	255 feet west of Vine St. to 310 feet east of Jeanette St.
	South 21st St.	Vine to Jeanette Sts.
	Jeanette St.	South 20th to South 22nd Sts.
	Vine St.	South 20th to South 22nd Sts.
Clack Middle School	Corsicana Ave.	Alamo Dr. to 300 feet north of Sagehen Ridge Dr.
	Sagehen Ridge Dr.	Corsicana Ave. to Snipe Ln.
	Hartford St	160 feet west of Corsicana Ave. to Reagan Circle (west side)

Craig Middle School	Prof Bynum Way	From Judge Ely to 200 east of Sunrise Ave.
Dyess Elementary	Jennings Dr.	Delaware Rd. to 1,200 feet west of Delaware Rd.
	Delaware Rd.	Jennings Dr. to Hampton Hills St.
Jackson Elementary	South 32nd St.	260 feet west of Buffalo Gap Rd. to 210 feet west of Marshall St.
	Marshall St.	South 32nd St. to 550 feet north of South 32nd St.
Jefferson Campus	Vine St.	S. 14th St. to S. 17th St.
	Jeanette St.	S. 14th St. to S. 17th St.
	S. 17th St.	Jeanette St. to Vine St.
Johnston Elementary	North 12th St.	Glendale Dr. to Minter Lane
	North 14th St.	Glendale Dr. to Minter Lane
	Glendale Dr.	Laurel Dr. to North 14th Sts.
	Minter Lane	North 12th St. to North 14th Sts.
Kenley Private School	Matador St.	South 14th St. to South 15th St.
Lee Elementary	North 10th St.	250 feet east of Pioneer Dr. to 140 feet west of North San Jose Dr.
	Pioneer Dr.	North 10th St. to San Jose Dr.
	San Jose Dr.	North 10th St. to Pioneer Dr.
Madison Middle School	Barrow St.	South 32nd St. to Edgemont Dr.
Mann Middle School	Mimosa Dr.	Vogel Ave. to Iris St.
	Vogel Ave.	Westview Dr. to Mimosa Dr.
Martinez Elementary	North 12th St.	200 feet west of Clinton St. to 260 feet east of Merchant St.
	Clinton St.	North 12th to North 14th Sts.
	Merchant St.	North 12th to North 14th Sts.
Ortiz Elementary	Vogel Ave.	Burger St. to Catclaw Creek

Thomas Elementary	Lakeside Dr.	200 feet South of Bynum St. to East South 11th St.
Ward Elementary	Rebecca Ln.	Alley between Pamela Dr. and Carrie Ann Ln. to 430 feet East of Bruce Dr.
	Paint Brush Dr.	Pennington Dr. to Bruce Dr.
Woodson Skill Center	Cockerell Dr.	650 feet north of East Highway 80 to 500 feet south of E.N. 7th St.

(b) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be twenty-five (25) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

<u>School</u>	<u>Street</u>	<u>Extent</u>
Abilene High School	North 6th St.	Mockingbird Lane to Shelton St.
Bonham Elementary	Pioneer Dr.	300 feet north of Potomac Ave. to Monticello St.
Clack Middle School	South 7 th St	333 feet west of Corsicana Ave. to 380 feet east of Corsicana Ave.
Cooper High School	Amarillo St.	South 36th St. to 500 feet north of South 41st St.
	Sayles Blvd.	South 36th St. to South 40th St.
Mann Middle School	Ambler Ave.	Bel Air Dr. to Glendale Dr.
Ortiz Elementary	Ambler Ave.	From Green St. to Park Ave.
Jackson Elementary	S. 27th St.	300 feet east of Marshall St. to 300 feet west of Marshall St.

(c) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be thirty (30) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

<u>School</u>	<u>Street</u>	<u>Extent</u>
Abilene Christian School	Judge Ely Blvd.	From 680 feet south of E. Stamford St. to 1,500 feet south of E. Stamford St.
Craig Middle School	Judge Ely Blvd.	100 feet north of Luzon St. to 250 feet north of Clarks Dr.
Taylor Elementary	EN 10th St.	675 feet east of Griffith Rd to 1655 feet east of Griffith Rd.
Wylie Elementary	Antilley Rd. (Westbound)	From Buffalo Gap Rd. to 850 feet East of Buffalo Gap Rd.
Wylie Elementary	Antilley Rd. (Eastbound)	From Buffalo Gap Rd. to 600 feet East of Buffalo Gap Rd.
Wylie Elementary	Hardwick Rd.	From 300 feet north of Waldrop Dr. to 800 feet south of Waldrop Dr.
Wylie High School	Antilley Rd. Eastbound	400 feet east of Twin Oaks Blvd. to 2,100 feet east of Twin Oaks Blvd.
	Antilley Rd. Westbound	550 feet east of Twin Oaks Blvd. to 2,550 feet east of Twin Oaks Blvd.

(d) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be thirty-five (35) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets.

<u>School</u>	<u>Street</u>	<u>Extent</u>
Wylie Elementary	Buffalo Gap Road Southbound	710 feet north of Antilley Rd. to 100 feet south of Antilley Rd.
Wylie Elementary	Buffalo Gap Road Northbound	230 feet south of Antilley Rd. to 710 feet north of Antilley Rd.

(e) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be forty (40) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets.

<u>School</u>	<u>Street</u>	<u>Extent</u>
Bassetti Elementary	Hwy 277 Southbound	530 feet south of Twilight Tr. to 1,970 feet south of Twilight Tr.
Bassetti Elementary	Hwy 277 Northbound	From 1,030 feet south of Twilight Tr. to 2,370 feet south of Twilight Tr.



**City Council
Agenda Memo**

City Council Meeting Date: 6/24/2021

TO: Robert Hanna, City Manager

FROM: Mike Warrix, Director

SUBJECT: **16. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Amendment to Ordinance 33-2020 Adopting Fees and Charges, by Establishing a Maximum Fee for Subdivision Plat Review (*Mike Warrix*)**

GENERAL INFORMATION

A proposed amendment for subdivision plat fees applicable to preliminary plats, final plats, minor plats, and re-plats.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The proposed amendment would limit plat review fees to a maximum of \$2,500.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

City Council will hear this request on June 10, 2021.

ATTACHMENTS:

1. Ordinance Draft
2. Exhibit A
3. PowerPoint

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 33-2020 ADOPTING FEES AND CHARGES, BY ESTABLISHING A MAXIMUM FEE FOR SUBDIVISION PLAT REVIEW; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES, RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND CALLING A PUBLIC HEARING.

WHEREAS, the City Council adopted Ordinance 33-2020 (“Fee Ordinance”) on August 13, 2020 setting fees and charges commencing on October 1, 2020; and

WHEREAS, it was contemplated that this Fee Ordinance would require amendment from time to time to modify and update fees and charges; and

WHEREAS, the City of Abilene desires to establish a maximum fee for subdivision plat reviews.

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

PART 1: That the Schedule of Fees and Charges for the City of Abilene, Texas be amended as set forth in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That all ordinances and parts of ordinances, resolutions, and parts of resolutions in conflict herewith are repealed.

PART 3: That if any provisions or any section of this ordinance shall be held void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PASSED ON FIRST READING on the 10th day of June, A.D. 2021.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 24th day of June, A.D. 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

"EXHIBIT A"

<u>Fee/Permit</u>	<u>Item/Cost</u>	<u>Current</u>
PLANNING	Board of Adjustment Filing/Application Fees	\$400.00
Planning Infill Development Incentive	Projects located within the designated "infill area" are eligible for a fee reduction of 50% in accordance with the City's Infill Development Strategy. This does not apply to any portion of a fee that is based on actual costs to the City, such as filing plats, photocopies, notifications, etc.	
Planning Ordinances, Minutes, Publications, Reports, Other Documents, Maps	Reports, plans, ordinances, maps and other documents are often available on the city's web site (www.abilenetx.gov) at no charge. In addition, any other actual materials costs will be assessed.	\$.10 per page
	Requests for the creation of maps or other documents not already existing will only be available based on availability of staff	\$15.00 per hour, plus the cost of reproduction and/or materials.
Subdivision	Preliminary development plan	No Charge
	Plat, preliminary (applicant will also be responsible for actual filing costs)	\$500.00*
	Plat, final (applicant will also be responsible for actual filing costs)	\$500.00*
	Plat, minor (applicant will also be responsible for actual filing costs)	\$500.00*
	Plat, replat (applicant will also be responsible for actual filing costs)	\$500.00*
	Easement release	\$400.00
	Thoroughfare abandonment (based on land value)	\$1,500.00**
	*Plat fees are \$500.00 for the first 4 lots, plus \$20.00 per lot thereafter (maximum review fee of \$2,500.00)	

FEE SCHEDULE AMENDMENT-SUBDIVISION PLAT REVIEW

- Current adopted fee for subdivision plat review is \$500 for the first four (4) lots and \$20.00 per lot thereafter plus actual filing fees
- Proposed amendment would limit plat review fees to a maximum of \$2,500.00
- Applicable to preliminary plats, final plats, minor plats, and re-plats



**City Council
Agenda Memo**

City Council Meeting Date: 6/24/2021

TO: Honorable Mayor and City Council Members

FROM: Shawna Atkinson, City Secretary

SUBJECT: **17. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Amendment to Ordinance 33-2020 Adopting Fees and Charges, by Amending Solicitors Permit Fees (Shawna Atkinson)**

GENERAL INFORMATION

The City Secretary's Office currently only runs background checks with the Department of Public Safety for the State of Texas only, for each applicant for a solicitors permit. Due to the increase of companies from outside the State of Texas, we will begin using First Check Screening to run national criminal history searches. The cost for each background check run by First Check is \$10. In order to cover this cost, and the staff time and overhead costs, we are proposing to change the fees from \$10 per person, to \$30 per person. The company fee of \$100 for annual permits and \$50 for 30-day permits shall stay the same.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

Increasing the cost of each application fee for solicitors to \$30 per solicitor.

STAFF RECOMMENDATION

Approval.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Ordinance Draft - Solicitors
2. Exhibit A
3. Solicitor Ordinance Fee Change PPT

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 33-2020 ADOPTING FEES AND CHARGES, BY AMENDING FEES FOR SOLICITORS PERMITS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES, RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND CALLING A PUBLIC HEARING.

WHEREAS, the City Council adopted Ordinance 33-2020 (“Fee Ordinance”) on August 13, 2020 setting fees and charges commencing on October 1, 2020; and

WHEREAS, it was contemplated that this Fee Ordinance would require amendment from time to time to modify and update fees and charges; and

WHEREAS, the City of Abilene desires to establish a maximum fee for subdivision plat reviews.

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

PART 1: That the Schedule of Fees and Charges for the City of Abilene, Texas be amended as set forth in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That all ordinances and parts of ordinances, resolutions, and parts of resolutions in conflict herewith are repealed.

PART 3: That if any provisions or any section of this ordinance shall be held void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PASSED ON FIRST READING on the 10th day of June, A.D. 2021.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 24th day of June, A.D. 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

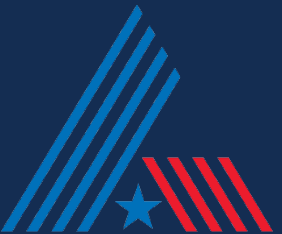
EXHIBIT A

<u>Fee/Permit</u>	<u>Item/Cost</u>	<u>Current</u>
SOLICITATION PERMIT	Application permit fee (30 days)	\$50.00
	For each additional solicitor/worker	\$30.00
	Yearly application fee (local business only)	\$100.00
	Yearly fee for each additional solicitor/worker	\$30.00

Ordinance: Amending the Fees for Solicitors Permits



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 6/24/2021

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

FROM:

SUBJECT: **18. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving June 19th, Juneteenth, as an Official City Holiday**

GENERAL INFORMATION

The United States Senate passed a bill designating Juneteenth as a paid holiday for federal employees. This action was closely followed by the United States House of Representatives passing the same. It is fully anticipated that President Biden will sign the legislation designating June 19th as a paid holiday for federal employees, as well.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

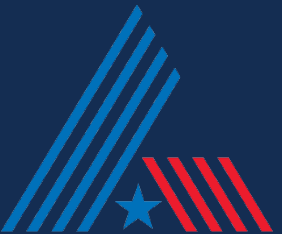
ATTACHMENTS:

1. Juneteenth ppt

Oral Resolution: Approving Juneteenth as an Official City Holiday



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 6/24/2021

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 19. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Directing Publication of Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation for Convention Center Facilities (*Mike Rains*)

GENERAL INFORMATION

The City is proposing to issue City of Abilene, Texas Combination Tax and Surplus Revenue Certificates of Obligation. These bonds will be utilized for designing, constructing and equipping the public convention center facilities consisting of conference and meeting rooms, ballrooms and related infrastructure and parking that is to be connected to and integrated with the full service convention center hotel. The resolution directing publication of notice of intent will reflect an amount not to exceed \$23,100,000. The final amount will be more precisely defined on the date of authorization.

State law requires the City to publish a notice of intent to issue bonds at least 45 days prior to approving the bond issue. This resolution will direct staff to publish this notice of intent. Final approval of the bonds will be scheduled for the August 12th Council meeting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the resolution directing staff to publish notice of intent to issue Certificates of Obligation.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - Publication of Notice of Intent to Issue Certificates of Obligation for Convention Center Facilities
2. 2021 Hotel Presentation

RESOLUTION NO. __

DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

WHEREAS, this City Council deems it advisable to give notice of intention to issue certificates of obligation of the City of Abilene Texas, as hereinafter provided; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

1. Attached hereto is a form of the Notice of Intention to issue Combination Tax and Revenue Certificates of Obligation, the form and substance of which is hereby adopted and approved.
2. The City Secretary shall cause said notice to be published in substantially the form attached hereto, in a newspaper, as defined by Subchapter C, Chapter 2051, Texas Government Code, of general circulation in the area of said City, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the adoption of the ordinances authorizing the issuance of such certificates of obligation as shown in said notice.
3. The City Secretary shall cause said notice to be posted in substantially the form attached hereto, on the City's internet website for at least 45 days before the date tentatively set for the adoption of the ordinances authorizing the issuance of such certificates of obligation as shown in said notice.
4. Attached hereto is a list of outstanding debt obligations of the City which the City hereby designates as self-supporting debt for purposes of Texas Local Government Code, Subchapter C of Chapter 271, as amended.
5. The City Council hereby authorizes and directs the Mayor, City Manager, City Secretary, Director of Finance and all other officers, employees and agents of the City, in consultation with the City Attorney, if necessary, to do and perform all such acts and to execute, acknowledge and deliver in the name and on behalf of the City such documents, agreements, certificates and other instruments, whether or not mentioned in this Resolution, as may be necessary or desirable in order to carry out the terms, provisions and actions provided for in this Resolution and in connection with the issuance of the certificates of obligation.
6. This Resolution shall become effective immediately upon adoption.

[Execution Page Follows]

APPROVED AND ADOPTED June 24, 2021.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

[CITY SEAL]

CITY OF ABILENE, TEXAS
Self-Supporting Debt

The City designates all or a portion of the following outstanding debt obligations of the City as self-supporting debt for purposes of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

1. Combination Tax and Surplus Revenue Certificates of Obligation, Series 2012 (Waterworks & Sewer)
2. General Obligation Refunding Bonds, Series 2013 (Waterworks & Sewer)
3. Combination Tax and Surplus Revenue Certificates of Obligation, Series 2013 (Waterworks & Sewer)
4. Combination Tax and Surplus Revenue Certificates of Obligation, Series 2014 (Waterworks & Sewer)
5. Combination Tax and Surplus Revenue Certificates of Obligation, Series 2015 (Waterworks & Sewer)
6. General Obligation Refunding and Improvement Bonds, Series 2016 (Waterworks & Sewer)
7. Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2017 (Waterworks & Sewer)
8. General Obligation Refunding Bonds, Series 2017 (Waterworks & Sewer)
9. Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018 (Waterworks & Sewer)
10. Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2019 (Waterworks & Sewer)
11. General Obligation Refunding Bonds, Taxable Series 2019 (Waterworks & Sewer)
12. General Obligation Refunding Bonds, Taxable Series 2020 (Waterworks & Sewer)

**CITY OF ABILENE, TEXAS
NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION**

NOTICE IS HEREBY GIVEN that the City Council of the City of Abilene, Texas, at its meeting to commence at 8:30 A.M. on August 12, 2021, at its regular meeting place at 555 Walnut Street, 2nd Floor Council Chambers, Abilene, Texas, tentatively proposes to adopt one or more ordinances authorizing the issuance of interest bearing certificates of obligation, in one or more series, in an amount not to exceed \$23,100,000 for paying all or a portion of the City's contractual obligations incurred in connection with: (i) designing, constructing and equipping the public convention center facilities consisting of conference and meeting rooms, ballrooms and related infrastructure and parking that is to be connected to and integrated with the full service convention center hotel being constructed contemporaneously with such convention center facilities in the downtown area of the City (the "Hotel"), and (ii) legal, fiscal and engineering fees in connection with such projects. The ordinance may authorize an authorized officer of the City to effect the sale and delivery of the certificates of obligation on a date subsequent to the adoption of the ordinance. The City proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a pledge of limited surplus revenues of the City's local hotel occupancy tax collected at the Hotel in accordance with Texas Tax Code, Subchapter C of Chapter 351. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

In accordance with the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended ("Chapter 271"), the following information has been provided by the City (excludes \$107,240,000 principal amount of outstanding debt obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes; provided, however, that in the event such self-supporting revenue sources are insufficient to pay debt service, the City is obligated to levy ad valorem taxes to pay such debt obligations):

- (a) The principal amount of all outstanding debt obligations of the City is \$329,700,000;
- (b) The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$437,286,033;
- (c) The maximum principal amount of the certificates of obligation to be authorized is \$23,100,000;
- (d) The estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$31,059,159;
- (e) The estimated interest rate for the certificates of obligation to be authorized is 2.63%; and
- (f) The maximum maturity date of the certificates of obligation to be authorized is February 15, 2042.

The Resolution designating certain outstanding debt obligations of the City as self-supporting for purposes of Chapter 271 is available upon request to the City at the address noted above.

CITY OF ABILENE, TEXAS



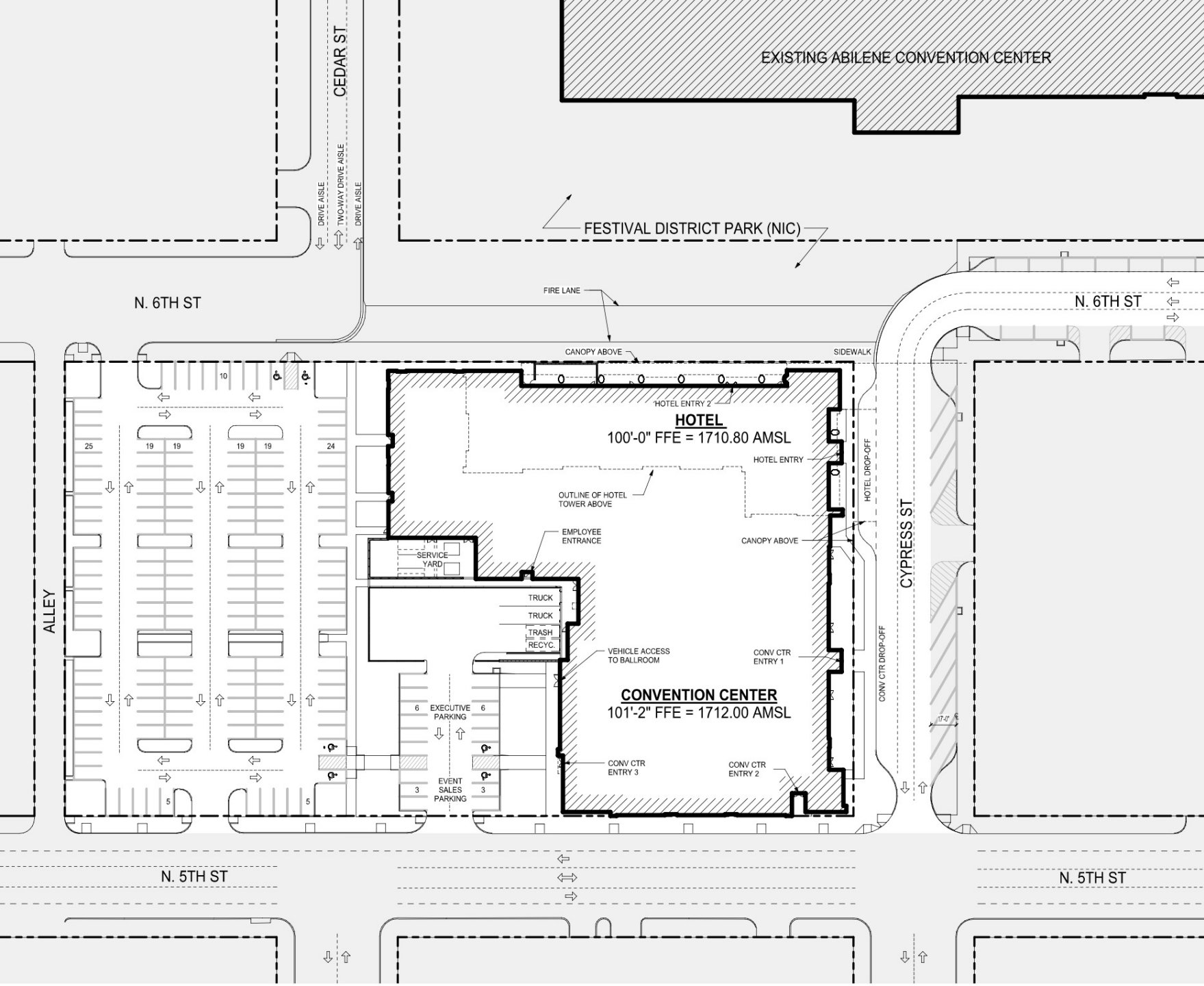
Abilene Downtown Convention Center Hotel











200 key full service convention DoubleTree by Hilton hotel.

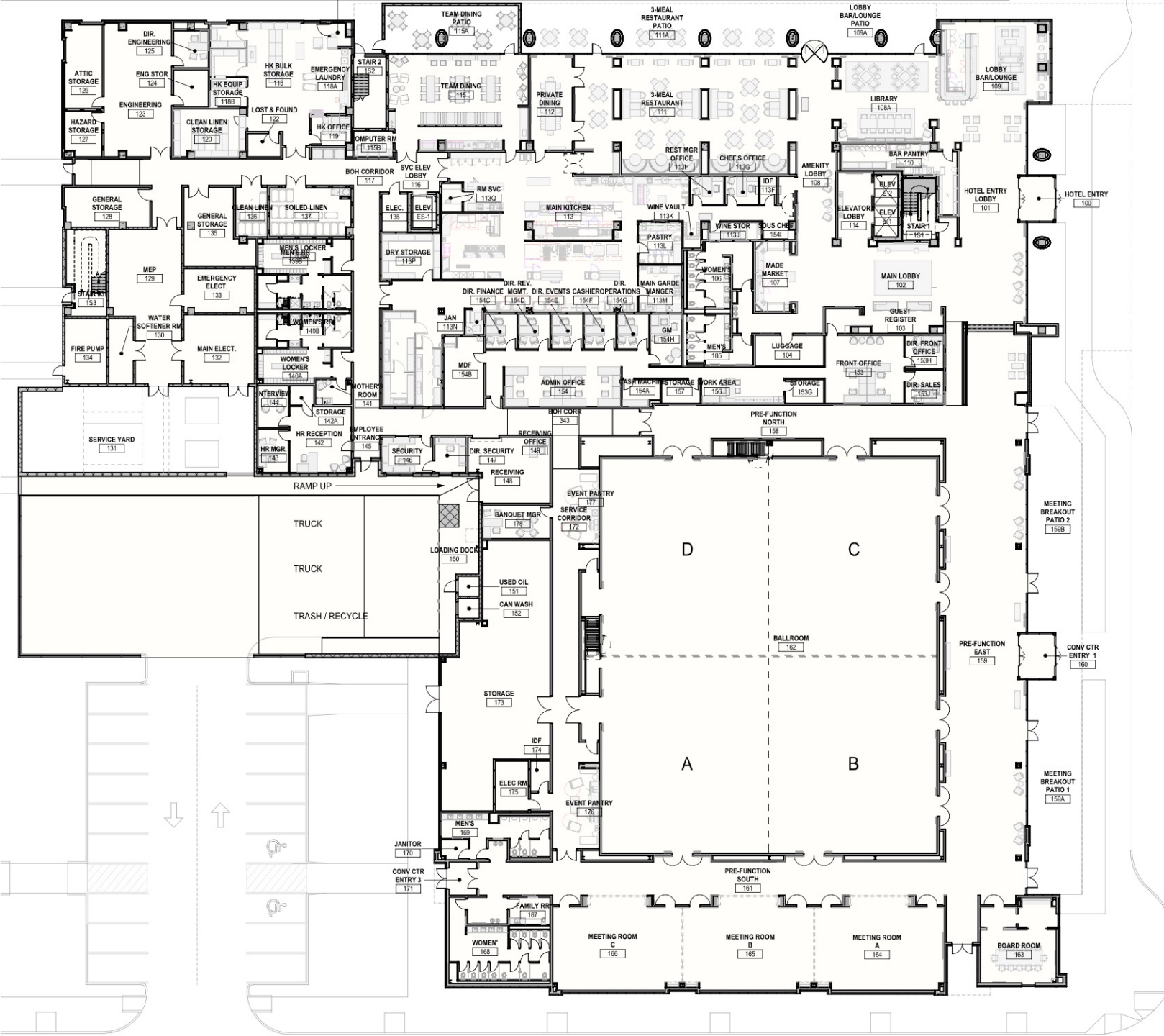
Food and beverage amenities include a full service 3-meal restaurant with private dining, a lobby bar and lounge, a library lounge, and room service.

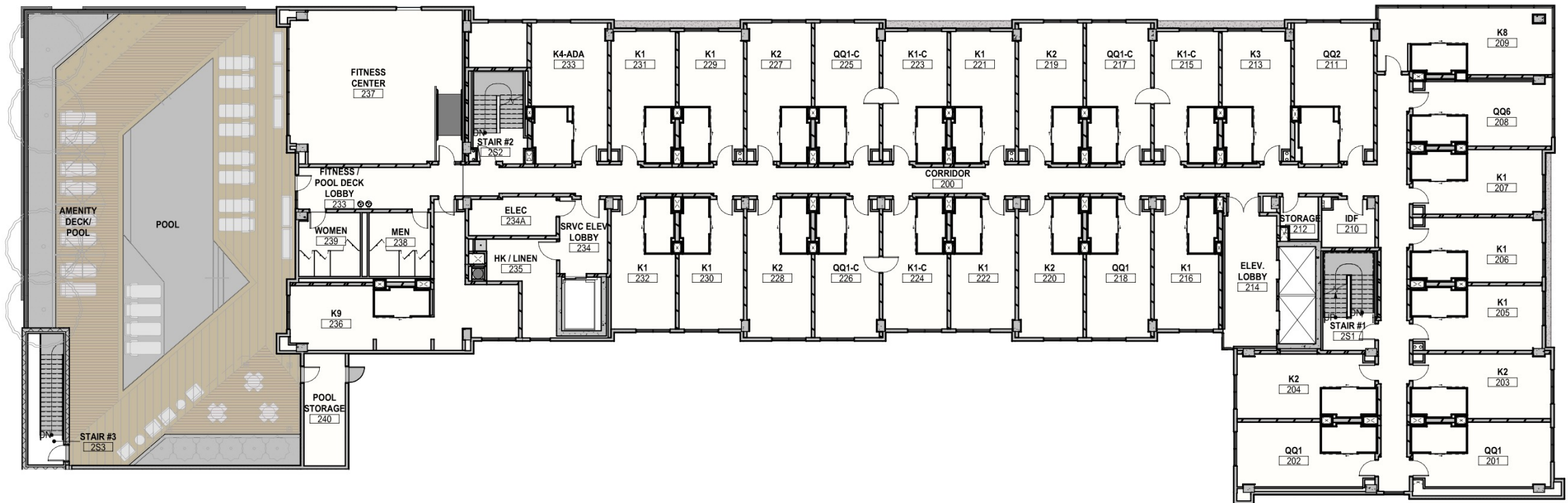
Other amenities include a second story pool deck with an entertainment suite, a business center, made market, fitness center, high speed wi-fi, and in-room technology packages.

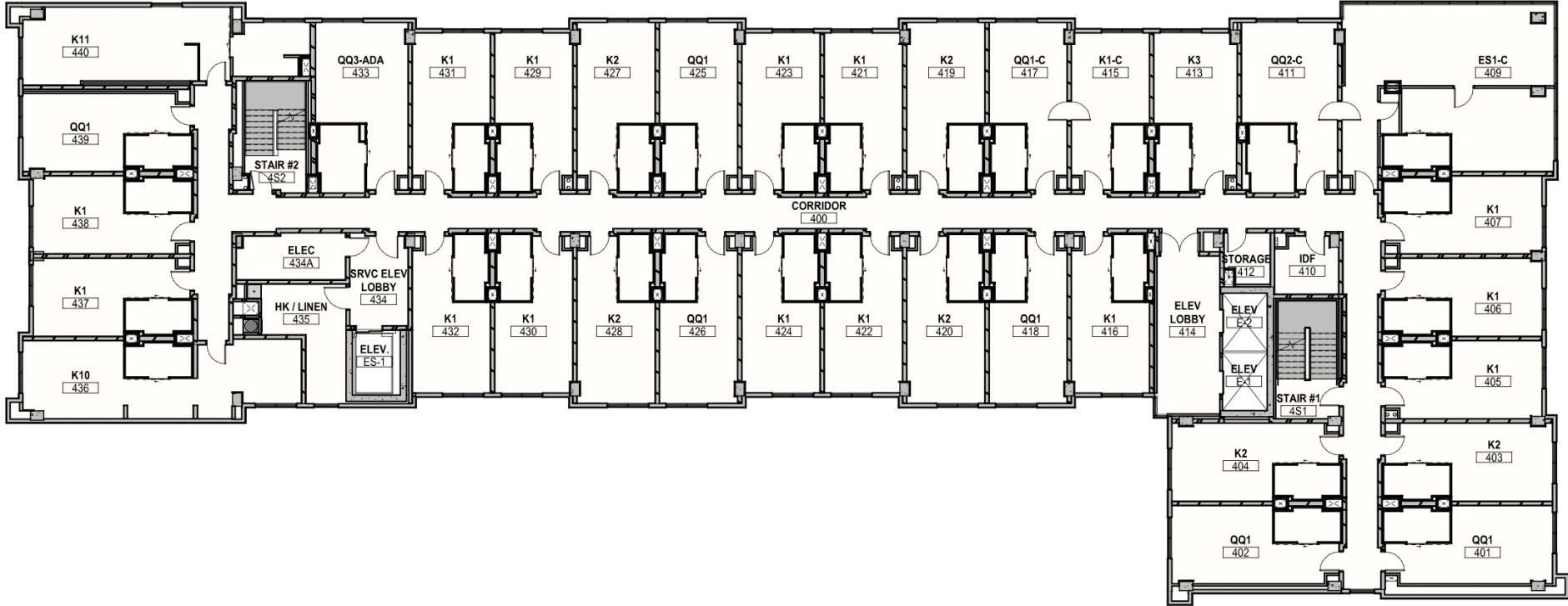
Hotel Ground Floor

Approx. 17,654 sq. ft. of public conference rooms and meeting spaces.

Space includes a ballroom of 12,151 square feet, three breakout rooms totaling 4,780 square feet, and a 723 square foot board room.





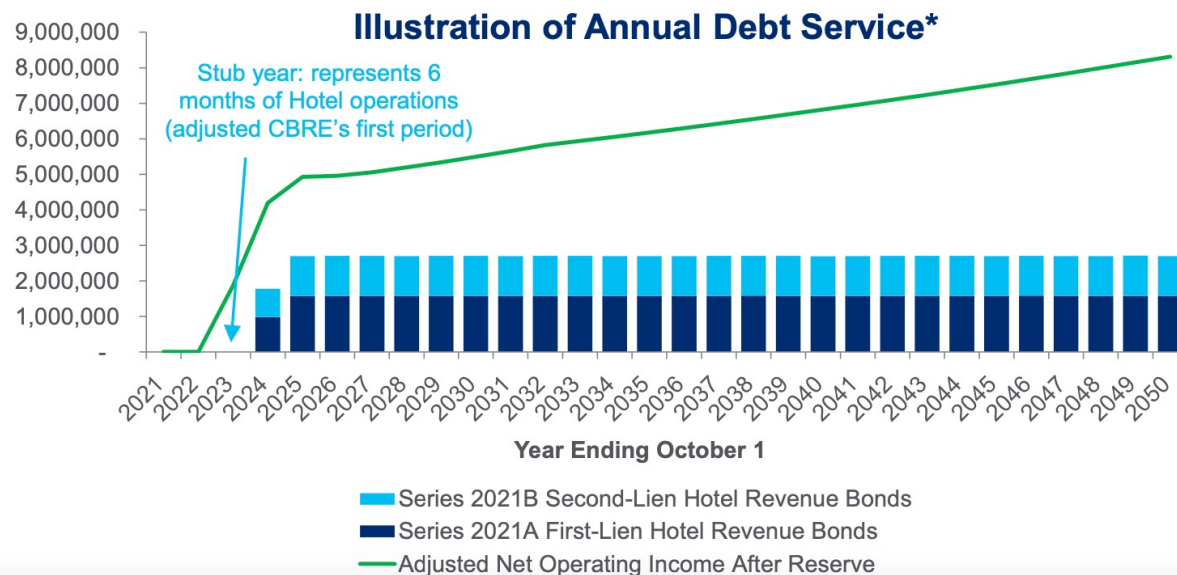


Sources and Uses of Funds*

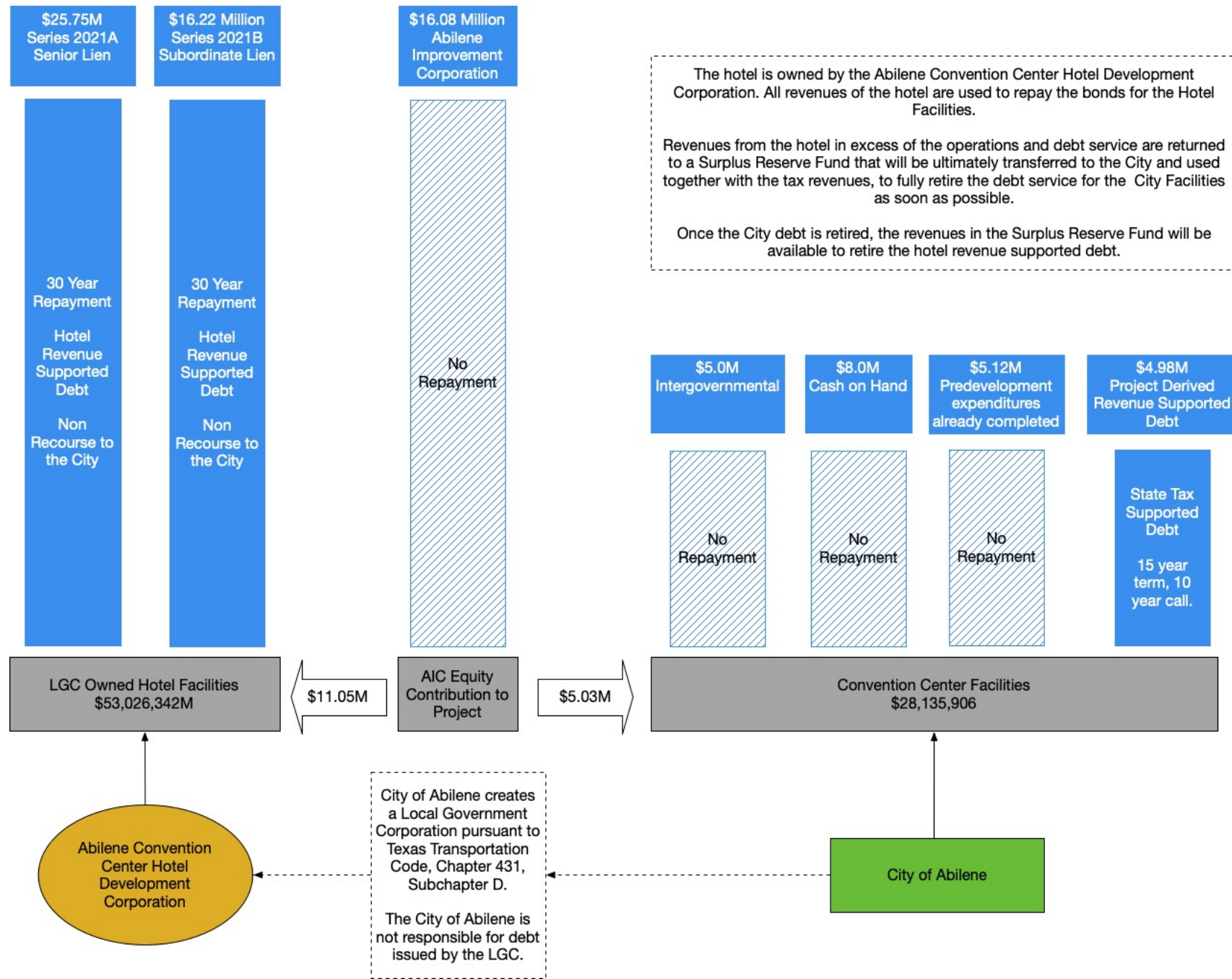
Plan of Finance

	Series 2021 Bonds*			Other Sources of Funds*		Total*
	Series 2021A First-Lien Bonds	Series 2021B Second-Lien Bonds	Total Series 2021 Bonds	Hotel and City Facilities Equity Contributions / Other City Funds	Certificates of Obligation Proceeds / Other City Funds	Total Project Financing
SOURCES:						
Total Par Amount	\$ 25,325,000	\$ 16,220,000	\$ 41,545,000	-	-	\$ 41,545,000
Original Issue Premium / Discount	430,768	-	430,768	-	-	430,768
Subtotal Bond Proceeds	\$ 25,755,768	\$ 16,220,000	\$ 41,975,768	-	-	\$ 41,975,768
Other Source of Funds	-	-	-	\$ 16,086,480	\$ 23,100,000	39,186,480
Total Sources	\$ 25,755,768	\$ 16,220,000	\$ 41,975,768	\$ 16,086,480	\$ 23,100,000	\$ 81,162,248
USES:						
Hotel Budget	\$ 20,016,553	\$ 11,988,985	\$ 32,005,539	\$ 10,450,574	-	\$ 42,456,113
City Facilities Budget	-	-	-	5,035,906	\$ 23,100,000	28,135,906
Subtotal Project Account	\$ 20,016,553	\$ 11,988,985	\$ 32,005,539	\$ 15,486,480	\$ 23,100,000	\$ 70,592,019
Construction Delay Contingency	320,029	204,971	525,000	-	-	525,000
Working Capital Reserve Fund	-	-	-	600,000	-	600,000
Capitalized Interest Account	2,038,307	1,662,292	3,700,599	-	-	3,700,599
Bond Reserve Fund	1,580,800	1,129,750	2,710,550	-	-	2,710,550
Costs of Issuance (1)	1,800,078	1,234,003	3,034,080	-	-	3,034,080
Total Uses	\$ 25,755,768	\$ 16,220,000	\$ 41,975,768	\$ 16,086,480	\$ 23,100,000	\$ 81,162,248

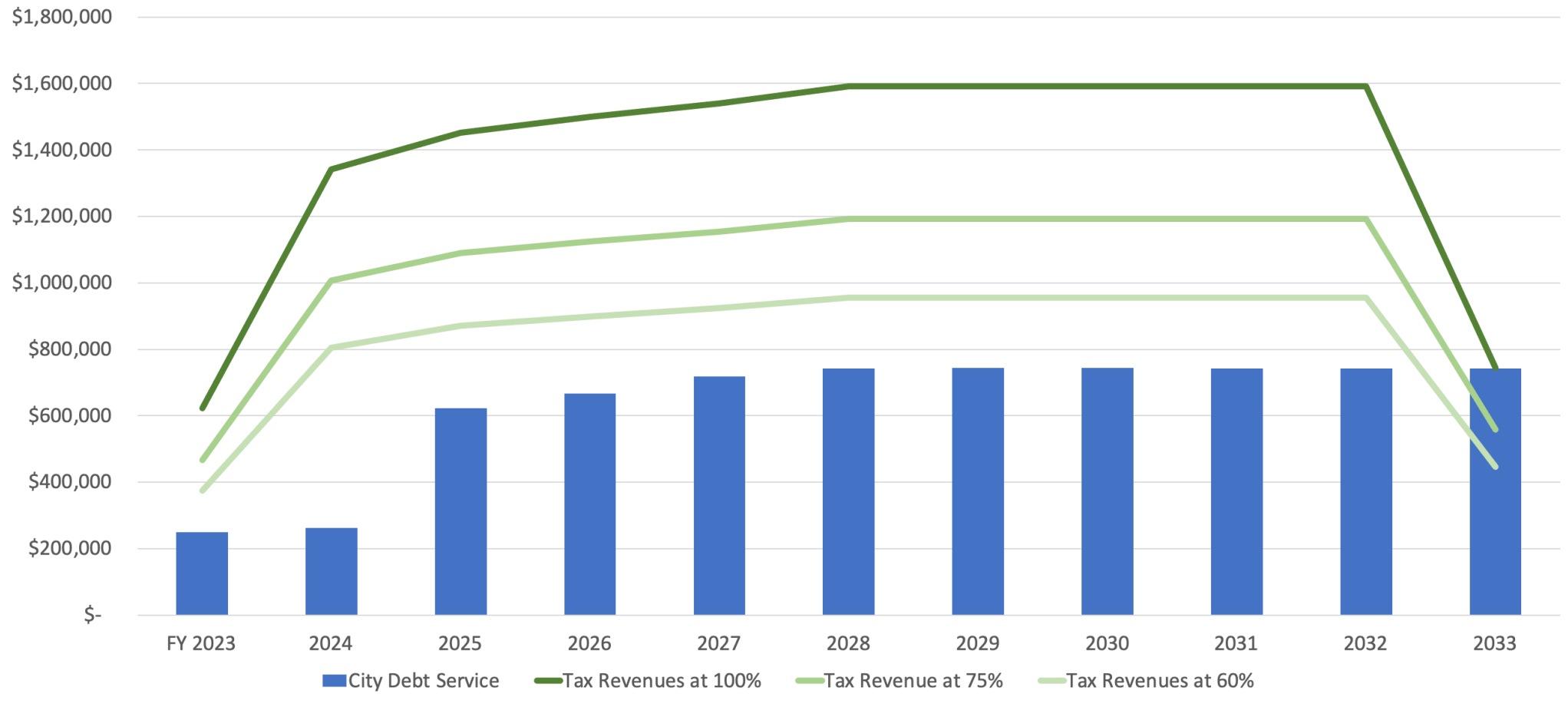
(1) Includes the underwriting discount, legal and accounting fees, initial Trustee fees, rating agency fees, printing costs, and other costs of issuance.



*Preliminary, subject to change



City Debt Service and Available State and City Tax Revenues generated by the Project Hotel



**Evaluation of City Funding
and
Certificates of Obligation Sizing**

	<u>Original</u>	<u>Late 2019</u>	<u>May 2021</u>	<u>Current</u>
Certificates of Obligation	\$ 16,350,000	\$ 12,400,000	\$ 10,884,000	\$ 6,000,000
Debt Paid by Grant Funding	6,750,000	5,200,000	-	-
City Funds	-	5,500,000	13,116,000 *	18,000,000 *
Total	<u>\$ 23,100,000</u>	<u>\$ 23,100,000</u>	<u>\$ 24,000,000 *</u>	<u>\$ 24,000,000 *</u>

* Includes approximately \$900,000 interest during construction.

Calendar Year	Original Projected Debt Service			Late 2019 Projected Debt Service			May 2021 Projected Debt Service	Current Anticipated Debt Service	Calendar Year
	Certificates of Obligation	Grant Backed	Total	Certificates of Obligation	Grant Backed	Total	Certificates of Obligation	Certificates of Obligation	
2023	\$ 334,981	\$ 1,444,325	\$ 1,779,306	\$ 768,472	\$ 1,386,692	\$ 2,155,164	\$ 441,323	\$ 250,164	2023
2024	1,215,719	1,449,075	2,664,794	1,085,750	1,387,625	2,473,375	461,850	261,800	2024
2025	1,354,306	1,444,400	2,798,706	1,140,625	1,384,875	2,525,500	1,144,350	622,550	2025
2026	1,437,969	1,448,525	2,886,494	1,181,500	1,388,875	2,570,375	1,192,225	667,425	2026
2027	1,532,275	1,446,375	2,978,650	1,184,500		1,184,500	1,245,600	718,800	2027
2028	1,528,688		1,528,688	1,185,500		1,185,500	1,269,850	742,050	2028
2029	1,533,831		1,533,831	1,189,375		1,189,375	1,271,100	743,300	2029
2030	1,527,706		1,527,706	1,186,125		1,186,125	1,269,850	743,050	2030
2031	1,530,313		1,530,313	1,185,750		1,185,750	1,270,975	741,300	2031
2032	1,536,338		1,536,338	993,000		993,000	1,264,475	742,925	2032
2033	718,231		718,231	417,750		417,750	1,271,300	741,500	2033
2034	716,488		716,488	416,000		416,000	816,000	311,100	2034
2035	718,913		718,913	419,900		419,900			2035
2036	720,388		720,388	419,500		419,500			2036
2037	716,031		716,031	418,700		418,700			2037
2038	715,844		715,844	417,500		417,500			2038
2039	714,706		714,706	420,800		420,800			2039
2040	717,500		717,500	418,600		418,600			2040
2041	719,106		719,106	420,900		420,900			2041
2042	714,644		714,644	417,700		417,700			2042
2043	714,113		714,113	419,000		419,000			2043
2044	717,275		717,275	419,700		419,700			2044
2045	714,131		714,131	419,800		419,800			2045
2046	714,681		714,681	419,300		419,300			2046
2047	713,806		713,806	418,200		418,200			2047
2048	711,506		711,506						2048
	<u>\$ 24,989,489</u>	<u>\$ 7,232,700</u>	<u>\$ 32,222,189</u>	<u>\$ 17,383,947</u>	<u>\$ 5,548,067</u>	<u>\$ 22,932,014</u>	<u>\$ 12,918,898</u>	<u>\$ 7,285,964</u>	

Projected Tax Revenues from Downtown Hotel

	<u>Projected Economic Activity Taxes from Hotel Site</u>					
	<u>Year</u>					
	2023	2024	2025	2026	2027	2028 and after
<u>State</u> ⁽¹⁾						
6% HOT	228,888	492,864	533,307	550,749	565,335	584,460
6.25% Sales Tax	<u>102,372</u>	<u>220,628</u>	<u>239,169</u>	<u>246,341</u>	<u>253,725</u>	<u>262,013</u>
Total State	\$ 331,260	\$ 713,492	\$ 772,476	\$ 797,090	\$ 819,060	\$ 846,473
<u>Local</u>						
7% HOT	267,036	575,008	622,192	642,540	659,558	681,870
1.5% Sales Tax	<u>24,569</u>	<u>52,951</u>	<u>57,400</u>	<u>59,122</u>	<u>60,894</u>	<u>62,883</u>
Total Local	\$ 291,605	\$ 627,959	\$ 679,592	\$ 701,662	\$ 720,452	\$ 744,753
Overall Total	\$ 622,865	\$ 1,341,451	\$ 1,452,068	\$ 1,498,752	\$ 1,539,512	\$ 1,591,226

(1) To be received for 10 years.

15 year repayment
City Project Debt Service Analysis
\$6,000,000 - Project Proceeds

A	B	C	D	E	F	G
Calendar Year	Combined State/Local Revenues	\$5,505,000 - Issue Size - 9/1/2021 Delivery			Surplus/ (Deficit)	Calendar Year
		15 Year - 6,000,000 Proceeds				
		Principal	Interest	Debt Service		
2021	\$ -	\$ -	\$ -	\$ -	\$ -	2021
2022	-	-	238,124	238,124	(238,124)	2022
2023	622,865 ⁽¹⁾	-	249,200	249,200	373,665 ⁽¹⁾	2023
2024	1,341,451	230,000	243,450	473,450	868,001	2024
2025	1,452,068	265,000	231,075	496,075	955,993	2025
2026	1,498,752	330,000	216,200	546,200	952,552	2026
2027	1,539,512	375,000	198,575	573,575	965,937	2027
2028	1,591,226	395,000	179,325	574,325	1,016,901	2028
2029	1,591,226	415,000	159,075	574,075	1,017,151	2029
2030	1,591,226	435,000	137,825	572,825	1,018,401	2030
2031	1,591,226	455,000	115,575	570,575	1,020,651	2031
2032	1,591,226	480,000	94,600	574,600	1,016,626	2032
2033	1,076,013	320,000	78,600	398,600	677,413	2033
2034	744,753	335,000	65,500	400,500	344,253	2034
2035	744,753	345,000	51,900	396,900	347,853	2035
2036	744,753	360,000	37,800	397,800	346,953	2036
2037	744,753	375,000	23,100	398,100	346,653	2037
2038	744,753	390,000	7,800	397,800	346,953	2038
	\$ 19,210,556	\$ 5,505,000	\$ 2,327,724	\$ 7,832,724	\$ 11,377,832	

(1) Reflects projected three month generated revenues.

June 2021							July 2021							August 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30	31				

City of Abilene

TIMETABLE OF EVENTS

Issuance of Certificates of Obligation, Series 2021A Hotel Convention Center Project

Date	Event
Tuesday, June 15, 2021	Information for Preliminary Official Statement provided to Hilltop Securities by City
Thursday, June 24, 2021	City Council meeting to consider a Resolution authorizing Notice of Intent to issue Certificates of Obligation Council amend existing TIRZ plan to incorporate cost of Hotel Convention Center Project
Friday, June 25 & Friday, July 2	First publication of Notice of Intent to issue Certificates of Obligation, and posting of Notice on City website, to occur at least 45 days prior to authorization of issuance. Second publication of Notice of Intent one week later.
Friday, July 9, 2021	Submission of information to rating agencies
July 12 - July 21, 2021	Calls with Rating Agencies
Friday, July 30, 2021	Receipt of ratings
Wednesday, August 4, 2021	Preliminary Official Statement distributed and posted
Thursday, August 12, 2021	City Council regular meeting to consider action authorizing issuance of Certificates of Obligation, establishing parameters, and delegating pricing approval
Tuesday, August 24 or prior	Pricing and marketing of issue by underwriters, overseen by HilltopSecurities.
Tuesday, August 31 or prior	Closing, receipt of funds

June 2021							July 2021							August 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30	31				

Abilene Convention Center Hotel Development Corporation (The Corporation)

TIMETABLE OF EVENTS

Issuance of Hotel Revenue Bonds, Series 2021A and Series 2021B

Date	Event
Tuesday, June 1, 2021	Submission of information to rating agencies
Tuesday, June 15, 2021	Abilene Improvement Corporation to confirm receipt of funds for project equity contribution, and provides written confirmation that funds will be transferred to the Corporation prior to closing of issuance of the bonds.
Friday, July 23, 2021	Receipt of ratings
July 26 - July 30	Preliminary Official Statement distributed and posted
August 2 - August 10	Corporation board meeting to consider action authorizing issuance of bonds, establishing parameters, and delegating pricing approval
Thursday, August 12, 2021	City Council consider approval of authorization and sale of bonds by the Corporation
Tuesday, August 24 or prior	Pricing and marketing of issue by underwriters, overseen by HilltopSecurities.
Tuesday, August 31 or prior	Closing, receipt of funds



**City Council
Agenda Memo**

City Council Meeting Date: 6/24/2021

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

FROM: **Robert Hanna, City Manager**

SUBJECT: **20. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on** Authorizing the City Manager to Expend Project Funds Up to \$450,000 for Early Release Packages and Other Pre-Development Expenses for the Downtown Hotel Project **(Robert Hanna)**

GENERAL INFORMATION

Information will be provided at the Council meeting.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

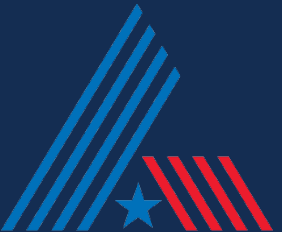
ATTACHMENTS:

1. Hotel ppt

**Authorizing the City Manager to
Expend Project Funds up to \$450,000
for Pre-Development Expenses for
the Downtown Hotel Project**



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 6/24/2021

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 21. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
3. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
4. Chandler Brooks v. Taylor County, et al.; Civil Action No. 1:20-cv-00049, In the United States District Court, Northern District of Texas, Abilene Division; filed March 5, 2020
5. John Doe v. Robert Hanna, Individually and as City Manager; Cause No. 28078-B; In the 104th Judicial District Court, Taylor County, Texas; filed July 7, 2020
6. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020
7. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
8. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
9. Natasha Jones v. City of Abilene, Texas; EEOC Charge of Discrimination, 450-2020-06446; filed September 15, 2020

10. Patrick Sumrall v. City of Abilene, Texas; Cause No. 28,269-B, In the 104th Judicial District Court, Taylor County, Texas; filed February 18, 2021
11. Officer Mark Watson and City of Abilene, Case No. 01-21-0002-5335; Appeal of Indefinite Suspension to Arbitration, filed March 10, 2021
12. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
13. Clyde Water
14. Governor's Executive Orders COVID-19

B. 551.072 (Deliberations about Real Property)

1. 101 Cypress Street

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None