



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 July 29, 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. Mayor Pro-tem Kyle McAlister

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

3. **Proclamations:**

- Water Quality Month

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.

4. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on July 8, 2021 (**Shawna Atkinson**)
5. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Purchase of Two 2022 Three-Quarter Ton Crew Cab Pickups from Caldwell Country Chevrolet for Traffic Services and Parks (**Tim Cass**)
6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Award of Contract to MG Enterprises for Heavy Truck Washing (**Tim Cass**)

7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Purchase of Five 2022 Chevrolet 1500 Regular Cab Pickups from Caldwell Country Chevrolet for Multiple Divisions **(Tim Cass)**
8. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Award a Contract to Alliance Transportation Group to Provide the Regional Coordination 5 Year Plan Update **(Don Green)**
9. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Professional Services Contract for the Buttonwillow Sewer Interceptor Replacement **(Rodney Taylor)**
10. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing a Professional Services Contract with McKool Smith, P.C., Ashcroft Sutton Reyes LLC, Korien Tillery LLC for legal Services to represent the City of Abilene in a lawsuit against Netflix Inc., et al. pertaining to franchise fees due, and contingent upon approval of the fee contract by the Office of the Attorney General pursuant to Texas Government Code Section 2254, Subchapter C **(Stanley Smith)**
11. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Approval of FY 2021/2022 One-Year Action Plan for CDBG and HOME Programs **(Tim Littlejohn)**
12. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Award of Contract to Fugro USA Land, Inc. for a Roadway Network Inventory **(Greg McCaffery)**
13. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2139 to Starks Construction Co. for Grape St Stormwater Pipe Repair **(Greg McCaffery)**
14. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Sec.18-289 One-Way Streets-At all Times in the Code of Ordinances **(Greg McCaffery)**
15. **Ordinance (First Reading) Z-2021-15:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Mascorro Properties LLC, Represented by Brandon Mascorro, to Change Zoning from Residential Single-Family (RS-6) to a Residential Medium-Density (MD) District on Ten Vacant Lots Bordering the 2400 Block (East Side) of Shelton Street In Northwest Central Abilene **(Cheryl Sawyers)**
16. **Ordinance (First Reading) Z-2021-16:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Weatherbee Construction Inc., Represented by Enprotec/Hibbs & Todd Inc., to Change Zoning from Residential Single-Family (RS-6) to a Residential Medium-Density (MD) District on 2.489 Acres of Vacant Land Bordering the 6100 Block (North Side) of Jennings Drive in Western Abilene and to Change Zoning from Planned Development District Number 111 (PD 111) to a Residential Medium-Density (MD) District on 0.8318 Acres of Vacant Land Having 40 Feet of Frontage on the 6200 Block (North Side) of Jennings Drive in Western Abilene **(Cheryl Sawyers)**
17. **Ordinance (First Reading) Z-2021-17:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Weatherbee Construction Inc., Represented by Enprotec/Hibbs & Todd Inc., to Change Zoning from Agricultural Open Space (AO) to a Residential Medium-Density (MD) District on Two Vacant Parcels Together Comprising 8.236 Acres Having a Combined 1375+ Feet of Frontage on the 2900-3100 Blocks (West Side) of Dub Wright Boulevard in Western Abilene and to Change Zoning from Agricultural Open Space (AO) to a Residential Single-Family (RS-6) District on a 2.618-Acre Parcel Having 250 Feet of Frontage on the 6500 Block (North Side) of Hampton Hills Street, as well as on a 5.225-Acre Parcel Having 250 Feet of Frontage on the 6500 Block (South Side) of Hampton

Hills Street (*Cheryl Sawyers*)

18. **Ordinance (First Reading) Z-2021-18:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Eplen Properties Inc., Represented by Betco Housing Lab, to Change Zoning from General Commercial (GC) to a Residential Multiple-Family (MF) District on Nine Vacant Lots at 149 and 157-182 Eplens Court (At South End of Eplens Court) in West Central Abilene (*Cheryl Sawyers*)
19. **Ordinance (First Reading) Z-2021-19:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Prairie Song LLC, Represented By Jacob Martin LLC, To Change Zoning From Planned Development District Number 144 (PD 144) To A Combination Of A Residential Single-Family (RS-6) District On Approximately 2 Vacant Acres At 2668 Garfield Avenue In Northeast Abilene And A Residential Medium-Density (MD) District On Approximately 12 Vacant Acres Located Directly North From Above-Described 2 Acres Of Land In Northeast Abilene, And To Change Zoning From Residential Single-Family (RS-8) To A Residential Single-Family (RS-6) District On Two Vacant Lots At 2660-2664 Garfield Street (Legal Description Being Lots 4 And 5 In Block 10 Of Hillcrest Addition, Section 4) (*Cheryl Sawyers*)
20. **Ordinance (First Reading) SNC-2021-01:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from The Development Corporation of Abilene to Change the Name of Corridor Drive to Great Lakes Cheese Drive. Corridor Drive Lies Within the Access Business Park and Extends East from Highway 36, at a Location Approximately 0.25 Mile Southeast From Loop 322 and 0.15 Mile Northwest from FM 18 in Eastern Abilene (*Cheryl Sawyers*)

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

21. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing and Take Action to Approve a Contract with ArkStar to Create and Monitor a More Focused Marketing Effort for the United Airlines Service at Abilene Regional Airport (*Don Green*)

BUDGET ORDINANCES (These Items Will Only Be Considered if Not Completed During Budget Workshops on 7/27 & 7/28)

22. **Ordinance (Consider on First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Revised 2020-2021 Budget
23. **Ordinance (Consider on First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Proposed 2021-2022 Budget
24. **Ordinance (Consider on First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Setting the Tax Levy
25. **Ordinance (Consider on First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting Fees and Charges for FY 2021-2022

EXECUTIVE SESSION

26. **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. Governor's Executive Orders COVID-19
14. Clyde Water Agreement

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
2. Big League Field 2600 S. 9th
3. Project Golden

RECONVENE

REGULAR AGENDA

27. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving an amended DCOA Budget for Fiscal Year 2020-2021 and a DCOA Budget for Fiscal Year 2021-2022 (**Misty Mayo**)
28. **Oral Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Economic Development Plan (**Misty Mayo**)
29. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter (**Shawna Atkinson**)

- Betty Hardwick Center Board of Trustees

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 23rd day of July, 2021, at 2:15 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on July 8, 2021
(*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting held on July 8, 2021

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 07-08-2021 Minutes - Regular - Morning

CITY COUNCIL MEETING
July 8, 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 July 8, 2021, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Anthony Williams was present and presiding, along with Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Donna Albus, and Weldon Hurt. Mayor Pro-tem Kyle McAlister was absent. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and Deputy City Secretary Kaitlin Richardson.

Councilmember Lynn Beard delivered the invocation.

Deputy Mayor Pro-tem Travis Craver led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS

- Employee Service Awards
 - Becky Windham – 50 Years – Accounting
- Proclamations:
 - Parks and Recreation Month – accepted by City of Abilene Parks and Recreation Staff

CONSENT AGENDA

The Consent Agenda consisted of items 4-7. Item 4 was pulled for individual consideration.

Item pulled for individual consideration were as follows:

- Councilmember Beard– Item #4

Councilmember Price moved to approve the consent agenda, now consisting of items 5-7. Deputy Mayor Pro-tem Craver seconded the motion; motion carried.

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

NAYS (0): None

ABSENT (1): Mayor Pro-tem McAlister

A separate vote was taken for item 5 only. The vote was as follows:

AYES (5): Mayor Williams, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard and Albus

NAYS (1): Councilmember Hurt

ABSENT (1): Mayor Pro-tem McAlister

5. 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 June 10, 2021
[ASSIGNED RESOLUTION NO. 102-2021]
6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve an Extended Term Street Use License with Soda District Warehouse, LLC (806A S. 2nd St.)
[ASSIGNED RESOLUTION NO. 103-2021]

7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve an Extended Term Street Use License with Titan Towers, LP (Woodlawn Drive)
[ASSIGNED RESOLUTION NO. 104-2021]

ITEM PULLED FOR INDIVIDUAL CONSIDERATION

4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 24, 2021 and the Special Workshop Meeting Held on June 28, 2021

The item was pulled by Councilmember Beard.

Having pulled the item, Councilmember Beard stated that the Denison Workshop was a great learning opportunity. The point of this workshop was seeing their remarkable success in their infill development.

Mr. Hanna, City Manager stated that the purpose of this trip was to understand their success with affordable housing, the tools they have used, and what they have done to overcome hurdles and assist home builders.

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

Councilmember Beard moved to approve the item. Councilmember Albus seconded the motion; motion carried.

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

NAYS (0): None

ABSENT (1): Mayor Pro-tem McAlister

REGULAR AGENDA

8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Closure of N 6th Street between Cedar Street and Cypress Street
[ASSIGNED RESOLUTION NO. 105-2021]

Michael Rice, Assistant City Manager, presented the item. Adoption of the item would approve the closure of N 6th Street between Cedar Street and Cypress Street in conjunction with the downtown convention center hotel.

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

- David Swart – questioned who would fund the traffic signals that are needed once this takes place. Mr. Swart is also concerned with not being able to see the new stripes on the roads downtown.

Robert Hanna, City Manager addressed Mr. Swart's concerns and stated that funding for the signals will possibly come out of the Minor Improvement Fund. In regards to the striping on the roadway, it is a two-step process, painting, and then to go back over it using thermoplastic. This last step will make the strips more noticeable.

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, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

ABSENT (1): Mayor Pro-tem McAlister

9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on adopting the Wastewater Collection System Modeling and Master Plan
[ASSIGNED RESOLUTION NO. 106-2021]

Rodney Taylor, Director of Water Utilities, introduced Sage Diller with Enprotec/Hibbs & Todd who presented the item. Adoption of the item would adopt the Wastewater Collection System Modeling and Master Plan.

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

- David Swart – stated that there was no mention of the type of piping that will be used on older homes – if it will be clay or plastic.

Mr. Taylor addressed Mr. Swart's concerns, stating that the piping will be replaced with plastic tubing, which has a greater life expectancy and is rust resistance. They are looking to increase the capacity size to 50% for future growth.

With no other 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 (6): Mayor Williams, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

ABSENT (1): Mayor Pro-tem McAlister

10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting the 2020 Water Distribution Master Plan
[ASSIGNED RESOLUTION NO. 107-2021]

Rodney Taylor, Director of Water Utilities, introduced Curt Hallo with Jacob & Martin who presented the item. Adoption of the item would approve the 2020 Water Distribution Master Plan.

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

- David Swart – questioned if more money would be invested in water storage and if the City will be doing away with the Grimes Plant, why not use this.

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

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

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

NAYS (0): None

ABSENT (1): Mayor Pro-tem McAlister

11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on adopting the 2020 Water Treatment Plants Master Plan
[ASSIGNED RESOLUTION NO. 108-2021]

Rodney Taylor, Director of Water Utilities, introduced David Goodall from Plummer Associates, and Jordan Hibbs with Enprotec/Hibbs & Todd, who presented the item. Adoption of the item would adopt the 2020 Water Treatment Plants Master Plan.

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

- David Swart – stated that all the money we are using for Cedar Ridge could be allocated here instead, and questioned if we are receiving water from all different areas. He also questioned if the Possum Kingdom pipeline is going straight to Abilene or if it goes to another area.

Mr. Taylor addressed Mr. Swart's concerns stating that we receive water from all areas and that each lake has unique characteristics.

With no other 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 (6): Mayor Williams, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

ABSENT (1): Mayor Pro-tem McAlister

12. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting the FY2022 Five Year Rate Plan for Water Utilities
[ASSIGNED RESOLUTION NO. 109-2021]

Rodney Taylor, Director of Water Utilities, presented the item. Adoption of the item would adopt the FY2022 Five Year Rate Plan for Water Utilities.

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

- David Swart – stated that he remembered when staff brought this item up before and that it was said that it would only go up a nickel. Mr. Swart also stated that the lower income areas will not be able to afford more increases to their bill.

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, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

ABSENT (1): Mayor Pro-tem McAlister

Mayor Williams called for a 5-minute recess at this point, in which he left the meeting. Deputy Mayor Pro-tem Craver presided over the remainder of the meeting.

13. Ordinance (Final 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
[ASSIGNED ORDINANCE NO. 26-2021]

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

Deputy Mayor Pro-tem Craver opened the public hearing. With no speakers coming forward, the public hearing was closed.

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

AYES (5): Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

ABSENT (2): Mayor Williams, Mayor Pro-tem McAlister

14. Ordinance (Final 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
[ASSIGNED ORDINANCE NO. 27-2021]

Mike Warrix, Director of Planning and Development Services, presented the item. Adoption of the item would rezone the above referenced property from Central Business (CB) to Planned Development (PD) District.

Deputy Mayor Pro-tem Craver opened the public hearing. With no speakers coming forward, the public hearing was closed.

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

AYES (5): Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

ABSENT (2): Mayor Williams, Mayor Pro-tem McAlister

15. Ordinance (Final 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
[ASSIGNED ORDINANCE NO. 28-2021]

Mike Warrix, Director of Planning and Development Services, presented the item. Adoption of the item would rezone the above referenced property Neighborhood Retail and Residential Medium-Density to General Commercial District.

Deputy Mayor Pro-tem Craver opened the public hearing. With no speakers coming forward, the public hearing was closed.

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

AYES (5): Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

ABSENT (2): Mayor Williams, Mayor Pro-tem McAlister

16. Ordinance (Final 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
[ASSIGNED ORDINANCE NO. 29-2021]

Mike Warrix, Director of Planning and Development Services, presented the item. Adoption of the item would rezone the above referenced property from Agricultural Open Space (AO) to General Retail (GR).

Deputy Mayor Pro-tem Craver opened the public hearing. With no speakers coming forward, the public hearing was closed.

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

AYES (5): Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

ABSENT (2): Mayor Williams, Mayor Pro-tem McAlister

17. Ordinance (Final 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
[ASSIGNED ORDINANCE NO. 30-2021]

Mike Warrix, Director of Planning and Development Services, presented the item. Adoption of the item would abandon the above referenced property.

Deputy Mayor Pro-tem Craver opened the public hearing. With no 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 (5): Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

ABSENT (2): Mayor Williams, Mayor Pro-tem McAlister

PUBLIC COMMENTS

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

- David Swart – spoke about the concerns he had with the closure of Cobb Recreation Center. Since it was closed due to staff shortages, he felt upset about it. Mr. Swart also stated that no one is going to afford their water bills with all of the fees that are either being increase or added to their existing bill.

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

EXECUTIVE SESSION

Mayor Williams recessed into Executive Session at 11:39 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:

- 18. A. 551.071 (Consultation with Attorney)
 - 1. Robert Steven Reitz v. City of Abilene, Texas
 - 2. City of Abilene v. Patrick Sumrall
- 18. B. 551.072 (Deliberations about Real Property)
 - 1. Sale of Property at Ft Phantom Hill Lake
- 18. D. 551.074 (Personal Matters)
 - 1. Employment - City Manager
- 18. F. 551.087 (Business Prospect/Economic Development)
 - 1. Project Double T
 - 2. Project Future Hope
 - 3. Project Tiger

The Executive Session ended at 12:53 p.m. and reconvened to Open Session. Mayor Williams reported no votes or action were taken in Executive Session.

REGULAR AGENDA

- 19. Discussion: Receive a Report and Hold a Discussion and Public Hearing on the Sale of Property around Lake Fort Phantom Hill

This item was pulled from discussion prior to the meeting.

20. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving a Resolution approving an Agreement with Project Double T
[ASSIGNED RESOLUTION NO. 110-2021]

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve an agreement with Project Double T, Hendrick Health System.

Deputy Mayor Pro-tem Craver opened the public hearing. With no speakers coming forward, the public hearing was closed.

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

AYES (5): Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

ABSENT (2): Mayor Williams, Mayor Pro-tem McAlister

21. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving a Resolution approving an Agreement with Project Future Hope
[ASSIGNED RESOLUTION NO. 111-2021]

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve an agreement with Project Future Hope, Next Lab.

Deputy Mayor Pro-tem Craver opened the public hearing. With no speakers coming forward, the public hearing was closed

Councilmember Price had a conflict of interest on this item and abstained from voting. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

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

AYES (4): Deputy Mayor Pro-tem Craver, and Councilmembers Beard, Albus and Hurt

NAYS (0): None

ABSENT (2): Mayor Williams, Mayor Pro-tem McAlister

ABSTAIN (1): Councilmember Price

22. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving a Resolution approving an Agreement with Project Tiger
[ASSIGNED RESOLUTION NO. 112-2021]

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve an agreement with Project Tiger, Primal Pet Group.

Deputy Mayor Pro-tem Craver opened the public hearing. The following addressed the Council:

- David Swart – questioned if you could go to a local store to purchase these products.

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

Ms. Mayo addressed Mr. Swart's concern and stated that, you can purchase these products from Pet Supplies Plus.

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

AYES (5): Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

ABSENT (2): Mayor Williams, Mayor Pro-tem McAlister

ADJOURNMENT

There being no further business, the meeting adjourned at 1:17 p.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Robert Hanna, City Manager

FROM: Tim Cass

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Purchase of Two 2022 Three-Quarter Ton Crew Cab Pickups from Caldwell Country Chevrolet for Traffic Services and Parks (*Tim Cass*)

GENERAL INFORMATION

Fleet Management seeks approval to purchase two 2022 Chevrolet 2500 HD Three-Quarter Ton Pickup Trucks for Traffic Services and Parks through received bids from CB-2116.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funds for the purchase are to be provided by the FY 21 Fleet Replacement Fund and total \$62,670.00. This is \$7,330.00 under budget.

STAFF RECOMMENDATION

Staff recommends the purchase of the two 2022 Chevrolet 2500 HD Three-Quarter Ton Pickups from Caldwell Country Chevrolet

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2021 Resolution CB-2116 Three Quarter Ton Pickups (1)
2. CB2116 BID TABSHEET (1)
3. CB-2116 Three-Quarter Ton Budget vs Actual
4. CB-2116 Three-Quarter Ton Pickups Addtl Info
5. CB-2116 Three Quarter Ton Pickup Presentation

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS APPROVING
THE PURCHASE OF TWO THREE-QUARTER TON CREW CAB PICKUPS FROM
CALDWELL COUNTRY CHEVROLET, CALDWELL TX**

WHEREAS, City of Abilene has a need for two three-quarter ton pickup trucks; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2021; and

WHEREAS, City of Abilene received pricing for two three-quarter ton pickup trucks through sealed bids CB-2116; and

WHEREAS, the units are to be 2022 Chevrolet 2500 HD; and

WHEREAS, Caldwell Country Chevrolet is the low bidder for the crew cab pickup trucks.

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

PART 1: That the City Council approves this purchase from Caldwell Country Chevrolet of Caldwell, Texas in the amount of Sixty Two Thousand Six Hundred Seventy Dollars and No Cents (\$62,670.00) for two 2022 Chevrolet 2500 HD crew cab pickups.

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

ADOPTED this 29th day July, 2021

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

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

PAGE
1 OF 1

DEPARTMENT: FMO
BID NO.: CB-2116
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: JANUARY 26, 2021

CALDWELL COUNTRY
CHEVROLET
CALDWELL, TX

RANDALL REED'S PRESTIGE
FORD
GARLAND, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	THREE-QUARTER TON PICKUP TRUCK – CREW CAB, LONG WHEEL BASE	2	EA	31,335.00	*62,670.00	31,550.00	63,100.00								
BASE BID					*62,670.00		63,100.00								
DISCOUNT															
TOTAL BID					*62,670.00		63,100.00								

*NOTES: INDICATES RECOMMENDED AWARD

BUDGET vs ACTUAL COSTS *****Three-Quarter Ton Pickups**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance
3640	4030	Traffic Engineering	1/2T Pickup Ext Cab	\$35,000.00	\$31,335.00	(\$3,665.00)
3642	7010	Parks	1/2T Pickup	\$35,000.00	\$31,335.00	(\$3,665.00)
				\$70,000.00	\$62,670.00	(\$7,330.00)

Under Budget

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
3/4T Pickup Truck

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Replacement Reasoning
3640	Traffic Services	2006	Ford	F-150	121,928		\$18,243.49	Auction	Meets all replacement criteria
3642	Parks	2006	Chevrolet	Silverado	125,812	7,312	\$19,562.95	Auction	Meets all replacement criteria

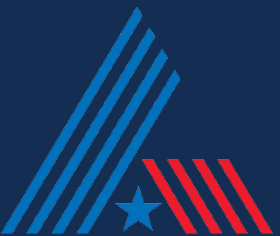
City Council Meeting

07/08/2021



3/4T Pickup Trucks

- Replacing units 3640 for Traffic Services and 3642 for Parks.
- Units to be 2022 Chevrolet 2500 HD
- Recommend award of both units to Caldwell Country Chevrolet







**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Robert Hanna, City Manager

FROM: Tim Cass

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Award of Contract to MG Enterprises for Heavy Truck Washing (*Tim Cass*)

GENERAL INFORMATION

This item will award a bid to MG Enterprises for the Heavy Truck & Equipment Washing Contract through CB-2135

SPECIAL CONSIDERATIONS

Award based on lowest overall cost and not based on lowest hourly rate.

FUNDING/FISCAL IMPACT

The cost of the service is approximately \$60,000.00. Expenditures will be processed by Fleet Maintenance and billed internally to the user Division's maintenance budget line.

STAFF RECOMMENDATION

Staff recommends award of contract.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. MG Enterprises Equipment Washing Resolution (7-29-21)
2. MG Enterprises Truck Washing Contract_07222021102308
3. Truck Washing Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDED THE HEAVY TRUCK WASHING CONTRACT TO MG ENTERPRISES, ABILENE, TEXAS

WHEREAS, the City of Abilene's Fleet Services duly advertised and gave such notice, as required by law, a request for proposals (RFP) for the Heavy Truck & Equipment Washing Contract through CB-2135; and,

WHEREAS, the project involves heavy cleaning with mobile wash equipment the various heavy trucks and equipment items owned by City of Abilene; and,

WHEREAS, the City of Abilene has utilized the best value method in determining the award of the contract; and,

WHEREAS, the following proposals were received and opened on the 4th of June, 2021:

American Mobile Wash, LLC, Abilene, Texas
Pressure Pros, Abilene, Texas
MG Enterprises, Abilene, Texas ; and,

WHEREAS, MG Enterprises, Abilene, Texas submitted the best value proposal in the amount of \$130.00/unit for heavy trucks and \$50.00/unit for construction equipment with the proposal and demonstration meeting expectations. Staff recommends awarding the bid to the offeror of the best value proposal, MG Enterprises of Abilene, Texas.

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

PART 1: That the City Manager is authorized to approve the contract for Heavy Truck Washing to MG Enterprises.

PART 2: This contract with MG Enterprises shall be for the time period of one year, with options for four additional annual renewals.

PART 3: That this resolution takes effect immediately upon approval by City Council.

ADOPTED this 29th day of July, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



SERVICES CONTRACT

This contract, dated the 29th day of July, 2021, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and MG Enterprises, a Limited Liability Corp organized under the laws of the State of Texas ("Contractor").

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

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

I. TERMS

Contractor must provide all services as described in Attachment A, which is incorporated by reference for all purposes within three hundred sixty-five (365) calendar days after the effective date of this Contract. The City may exercise up to four (4) one-year renewal options after the initial one-year term.

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

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

IV. TERMINATION

This agreement may be canceled or terminated by either party for (1) the other party's violation or failure to comply with any terms or conditions contained herein, or (2) upon the giving of sixty (60) days written notice by either party of the desire to terminate the same. Upon the

termination of this agreement as provided herein, an accounting shall be made between the parties and payments made to the parties as provided for herein to the day of termination.

V. ASSIGNMENT

The Contractor may not assign in whole or in part any rights, duties, obligations or interest arising from this agreement without the City's prior written consent. In the event of an assignment by the Consultant to which the City has consented, the assignee or assignee's legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Contractor's successors and assigns and may be enforced by the City against such successors and assigns.

VI. STATUS OF CONTRACTOR

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

VII. AMENDMENT OR MODIFICATION

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

Texas Labor Code Section 406.096 requires a city to ensure that contractors carry workers' compensation for each employee when the city is a party to any "building or construction contract." The code enumerates that "building and construction" includes:

- (A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (B) remodeling, extending, repairing, or demolishing a structure; or
- (C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

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

C. TYPES AND AMOUNT OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
☐ 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
☒ 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (Insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☒ 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☐ 4. Professional Liability	\$500,000 combined single limit (per occurrence)
☐ 5. See Addendum for Special Coverages and/or revisions	
☐ 6. No Insurance Required	

X. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XI. NOTICE

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

City - ATTN: Chris Pettijohn, Fleet Maintenance Manager, City of Abilene, P.O. Box 60, Abilene TX 79601

Contractor - ATTN: Michael Guerrero, Owner, MG Enterprises, 1569 Olhausen, Abilene, TX 79606

XII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XIII. NO INDEBTEDNESS

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

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

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

XIV. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin,

or disability. The City affirms that employment decisions shall be made only on the basis of bonafide occupational qualifications. The City shall continually review its employment practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact as well as an ideal.

XV. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVI. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XVII. SALES TAX

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

XVIII. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XIX. BOYCOTT OF ISRAEL

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees, and (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, “company” does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XX. SECTIONS AND OTHER HEADINGS

Section, paragraph, and other headings contained in this Contract are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

XXI. COUNTERPARTS

This Contract may be executed in two or more counterparts (including fax, email, or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one instrument.

{Remainder of Page Intentionally Left Blank—Signature Page Follows}

IN WITNESS HEREOF the parties have entered into this agreement as of the date written above.

CITY OF ABILENE

By:

Title:

SERVICE CONTRACTOR

By: 

Title: Owner

Address:

1569 Olhausen Rd
Abilene, TX 79606

Phone Number:

325-864-9103

Federal Tax ID #:

47-3899299

ATTEST:

ATTEST: (If Corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (If available):

City Attorney

ATTACHMENT A

SCOPE OF SERVICES

- 1) In all kinds of weather, except below freezing conditions, Degrease and thoroughly Clean dirty trucks and equipment, mostly garbage disposal trucks, but also to include any Fleet item that may need washing, such as motorgraders, backhoes, dump trucks, paving equipment, tractors, mowers, etc. Components such as axles, wheels, tires, tailgates, grilles, bumpers, drivelines, engines, transmissions, differentials, brake chambers, drums, underside of body, inside frame rails, hydraulic pumps, cylinders, etc., shall be washed according to instructions, along with obvious exterior pieces such as doors, hoods, body panels, etc.
- 2) Remove dirt, mud, lubricants, "garbage juice", debris etc. with cleaning chemicals that do not damage cameras, logos, moldings, or any other item installed or attached to the City of Abilene vehicle being cleaned.
- 3) Utilize hot water-blasting procedures to remove and rinse all deposits and chemicals at a minimum of 5,000 psi.
- 4) Spend the time needed to clean the total exterior of the vehicle to a clean status as evaluated by Shop Foreman.
- 5) Climb on ladders, stairs, etc. in order to clean tops of cabs and truck bodies.
- 6) Get inside of garbage truck bodies and clean the inside walls and floors
- 7) Acidize wheels in order to go back and remove all residue after soaking.
- 8) If possible, Reclaim runoff water and residue and Dispose of same providing proof of proper disposal. Proposal must state disposal process as this is an evaluated criteria.

ATTACHMENT B
PAYMENT SCHEDULE

OPTION 1 ____

Compensation is based on actual hours of work/time devoted to providing the described services and will be paid at a rate of \$Click or tap here to enter text. per hour not to exceed \$Click or tap here to enter text..

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

OPTION 2 ____

Payment is in a lump sum amount of \$Click or tap here to enter text. upon completion of the work and 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 Contractor must 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 Contractor has been notified.

OPTION 3 X

Payment is a fixed fee amount of \$260 per refuse truck wash, or \$50 per piece of construction equipment payable per unit upon completion of the work and written acceptance by City's Project Representative. Any exceptions require written approval by Fleet Maintenance Manager.

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 Contractor 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 Contractor has been notified.

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. Definitions

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

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

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

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.
- d. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- e. Contractor shall obtain from each person providing services on a project and provide to City:
- (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

(End of Document)

Agenda Item: Heavy Truck & Equipment Washing Contract

Resolution: Bid Award #CB-2135

Heavy Truck & Equipment Washing Contract
(Tim Cass)



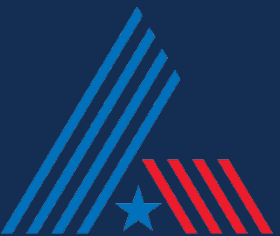
Heavy Truck & Equipment Washing Contract

Fleet Maintenance Facility
(onsite – 898 Sandy St.)

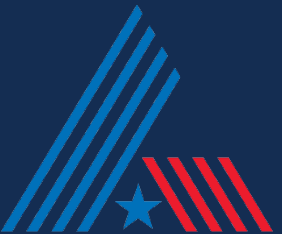


Agenda Item: Heavy Truck & Equipment Washing Contract

- Services Contract includes the washing of dirty City trucks and equipment by contractor at the Fleet Maintenance Facility
- RFP advertised May 2, 2021 & May 9, 2021 with a due date of June 4, 2021.
- Three proposals were received.
- Staff recommends award of contract to MG Enterprises in the amount of \$130/hour (large trucks) or \$50/hour (construction equipment)



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Robert Hanna, City Manager

FROM: Tim Cass

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Purchase of Five 2022 Chevrolet 1500 Regular Cab Pickups from Caldwell Country Chevrolet for Multiple Divisions *(Tim Cass)*

GENERAL INFORMATION

Fleet management seeks approval to purchase five 2022 Chevrolet 1500 Half Ton Pickup Trucks for multiple divisions through sealed bids CB-2117.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funds for the purchase are to be provided by the FY21 Fleet Replacement Fund and total \$127,400.00

STAFF RECOMMENDATION

Staff recommends the purchase of the five 2022 Chevrolet 1500 half ton pickups from Caldwell Country Chevrolet

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CB-2117 Half-Ton Pickups Resolution
2. CB2117 BID TABSHEET (1)
3. CB-2117 Half-Ton Budget vs Actual
4. CB-2117 Half-Ton Pickups Addtl Info
5. CB-2117 Half-Ton Pickups Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS TO PURCHASE FIVE REGULAR CAB HALF-TON PICKUP TRUCKS FROM CALDWELL COUNTRY CHEVROLET, CALDWELL TX

WHEREAS, City of Abilene has a need for five half-ton pickup trucks; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2021; and

WHEREAS, City of Abilene received pricing for five half-ton pickup trucks through sealed bids CB-2117; and

WHEREAS, Caldwell Country Chevrolet is the low bidder for the five 2022 Chevrolet 1500 regular cab half-ton pickup trucks;

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

PART 1: That the City Council approves this purchase from Caldwell Country Chevrolet of Caldwell, Texas in the amount of One Hundred Twenty Seven Thousand Four Hundred Dollars and No Cents (\$127,400.00) for five regular cab half-ton pickup trucks.

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

ADOPTED this 29th day July, 2021

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

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

PAGE
1 OF 1

DEPARTMENT: FMO
BID NO.: CB-2117
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: JANUARY 26, 2021

CALDWELL COUNTRY
CHEVROLET
CALDWELL, TX

GRAPEVINE CHRYSLER JEEP
DODGE
GRAPEVINE, TX

RANDALL REED'S PRESTIGE
FORD
GRARLAND, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	HALF-TON PICKUP TRUCKS			25,480.00	*127,400.00		CAN NO LONGER FURNISH		CAN NO LONGER FURNISH						
BASE BID					*127,400.00										
DISCOUNT															
TOTAL BID					*127,400.00										

*NOTES: INDICATES RECOMMENDED AWARD \ **5% LOCAL VENDOR PREFERENCE

BUDGET vs ACTUAL COSTS *****Half-Ton Pickups**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
3894	3530	Building Inspection	1/2T Reg Cab Pickup	\$25,000.00	\$25,480.00	\$480.00	
4225	3530	Building Inspection	1/2T Reg Cab Pickup	\$25,000.00	\$25,480.00	\$480.00	
3586	7040	Zoological Gardens	1/2T Reg Cab Pickup	\$25,000.00	\$25,480.00	\$480.00	
3644	8070	Wastewater	1/2T Reg Cab Pickup	\$25,000.00	\$25,480.00	\$480.00	
3999	8050	Water Distribution	1/2T Reg Cab Pickup	\$25,000.00	\$25,480.00	\$480.00	
				\$125,000.00	\$127,400.00	\$2,400.00	Over Budget

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM**1/2T Pickup Trucks**

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total	Disposal	Replacement Reasoning
							Maintenance Costs		
3894	Building Inspection	2008	Ford	F-150	139,458		\$15,571.81	Auction	Meets all replacement criteria
4225	Building Inspection	2011	Chevrolet	Silverado	128,800	6,507	\$10,890.97	Auction	Meets all replacement criteria
3586	Zoological Gardens	2005	Ford	F-150	44,546		\$16,899.74	Auction	Meets age, Fleet eval and Maintenance
3644	Wastewater	2006	Chevrolet	CC15903	109,553	9,676	\$51,685.63	Auction	Meets age requirements, will meet mileage requirement by delivery
3999	Water Distribution	2009	Ford	F-150	119,659		\$16,276.57	Auction	Meets age requirements, will meet mileage requirement by delivery

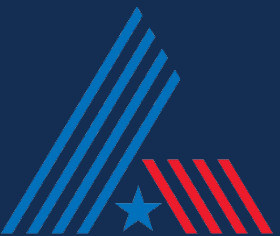
City Council Meeting

07/29/2021



1/2T Pickup Trucks

- Replacing units 3894, 4225, 3586, 3644, 3999 for multiple divisions
- Units to be 2022 Chevrolet CC10903 Regular Cab Pickups
- Recommend award of regular cab pickups to Caldwell Country Chevrolet.







**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Award a Contract to Alliance Transportation Group to Provide the Regional Coordination 5 Year Plan Update (Don Green)

GENERAL INFORMATION

Staff recommends award of a consulting contract to Alliance Transportation Group (ATG) to provide the Regional Coordination 5 year Plan Update for Region 7.

The City of Abilene/CityLink Transit serves as the lead agency for Region 7 for the Regional Coordination Transportation Program (RCTP) administered by TXDOT. The RCTP 5-year plan update is due to be implemented in February 2022. The City of Abilene was awarded a grant by TXDOT in the amount of \$90,000 for a consulting firm to provide the Plan update and for the coordination of implementing this Plan. This grant is funded at 100% by TXDOT and does not require any local matching funds.

A Request for Proposal (CB-2134) was issued on May 5, 2021, in which we received 4 responses from interested consulting firms. After review and scoring of the responses, and conducting follow-up interviews, staff recommends to award Alliance Transportation Group (ATG) a consulting contract in the amount of \$79,856 for the development of the 5-year plan update with associated deliverables.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The cost is funded 100% by TXDOT.

STAFF RECOMMENDATION

Staff recommends award.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. RCTP Planning Consultant Award Resolution 7-29-21
2. ATG Contract RCTP Plan Update
3. RCTP Consultant Award Presentation (7-29-21)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AWARDED
THE CONSULTING CONTRACT FOR THE REGIONAL COORDINATION
TRANSPORTATION PLAN UPDATE TO ALLIANCE TRANSPORTATION GROUP**

WHEREAS, the City of Abilene (City) contracts for the operation of CityLink as the City's public transit service; and

WHEREAS, the City receives grant funding through Federal Transportation Administration (FTA), as authorized by the Congress of the United States of America and Texas Department of Transportation (TXDOT) operating, planning and capital costs; and

WHEREAS, CityLink is currently the lead agency for TXDOT Region Seven's Regional Coordination Transportation Plan (RCTP), which is composed of the various transit agencies in our surrounding communities; and

WHEREAS, the RCTP is due for a five-year update per TXDOT requirements; and

WHEREAS, TXDOT provides the City full funding of this contract up to \$90,000; and,

WHEREAS, the City conducted a Request for Proposals (CB-2134) to select a qualified consultant.

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

- Part 1. That the City Manager is authorized to approve the contract with Alliance Transportation Group in the amount of \$79,856.00.
- Part 2. That this resolution is effective immediately.

ADOPTED this 29th day of July 2021

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This contract, dated the 29th day of July, 2021, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Alliance Transportation Group, Inc (“Professional”).

The City is engaged in Regional Coordination 5 Year Plan Update Region 7 and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified Transportation Planning Consultant properly credentialed to practice in the State of Texas. Professional desires to render professional services as further described in Attachment A to the City on the terms and conditions provided in this Contract.

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

THEREFORE, the City engages the services of the Professional. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by January 2022

II. PAYMENT

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

III. ASSIGNMENT

The Professional may not assign in whole or in part any rights, duties, obligations or interest arising from this agreement without the City's prior written consent. In the event of an assignment by the Consultant to which the City has consented, the assignee or assignee's legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Contractor's successors and assigns and may be enforced by the City against such successors and assigns.

IV. STATUS OF PROFESSIONAL

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

V. AMENDMENT OR MODIFICATION

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

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VII. NONDISCLOSURE

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

Texas Labor Code Section 406.096 requires a city to ensure that contractors carry workers' compensation for each employee when the city is a party to any "building or construction contract." The code enumerates that "building and construction" includes:

(A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this agreement is made.

2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
___1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
___2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
___3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)

X 4. Professional Liability

\$500,000 combined single limit
(per occurrence)

 5. See Addendum for Special
Coverages and/or revisions

 6. No Insurance Required

X. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XI. TERMINATION

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

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

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

XII. PROJECT REPRESENTATION

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

XIII. NOTICE

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

City – ATTN: **Don Green**
 2933 Airport Blvd. Ste. 200
 Abilene, Texas 79602

Professional - ATTN: **JD Allen**
 11701 Stonehollow Drive Suite 100
 Austin Texas 78758

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XV. NO INDEBTEDNESS

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

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

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

XVI. EQUAL EMPLOYMENT OPPORTUNITY

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

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XIX. SALES TAX

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

XX. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XXI. BOYCOTT OF ISRAEL

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees, and (b) has a value of \$100,000 or more that is to

be paid wholly or partly from public funds of the governmental entity. Additionally, “company” does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XXII. SECTIONS AND OTHER HEADINGS

Section, paragraph, and other headings contained in this Contract are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

XXIII. COUNTERPARTS

This Contract may be executed in two or more counterparts (including fax, email, or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one instrument.

{Remainder of Page Intentionally Left Blank—Signature Page Follows}

IN WITNESS HEREOF, the parties hereto have executed this contract effective as of the date written above:

CITY OF ABILENE

PROFESSIONAL

By:

By:

Title:

Title:

Address:

Phone Number:

Federal Tax ID#:

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

Corporate Seal (if available)

APPROVED:

By: _____
City Attorney

ATTACHMENT A

Scope of Services

Objectives

- 1) Conduct a comprehensive assessment of the public's unmet transportation needs and identify improvements to the efficiency of service delivery that could be made**
- 2) Assemble available data and complete an inventory of transportation resources**
- 3) Identify strategies to meet unmet needs and improve the efficiency of service**
- 4) Assess the organizational structure, infrastructure, and process needed to implement strategies and sustain regionally coordinated transportation planning activities**
- 5) Work with project team to involve the public and stakeholders in the planning process**
- 6) Compile additional material, and develop a Coordinated Public Transit-Health and Human Services Transportation plan with additional supporting documentation, specified under implementation.**

Activities Requested

Activity 1: Create existing conditions report.

- The focus of this report will be operational, inclusive of centralized transfer points, service delivery strategies, transfer or other agreements, etc.**
- Review recommendations made as part of the 2017 update and create new plan accordingly.**
- Assess implementation status, effectiveness, and continued viability for these recommendations.**
- Meet with partner entities and other stakeholders to discuss coordination efforts, formal and informal agreements, effectiveness, and any changes to their needs or operations.**
- The report should look at what has been done as part of past efforts so it can serve as a foundation for the current project.**

Essential stakeholders include:

- Representatives of public, private and non-profit transportation providers, including recipients of Section 5307 funds (small urban transportation providers), Section 5311 funds (rural transportation providers) and Sections 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities);**
- Representatives of human services providers;**
- Representatives of metropolitan planning organizations;**

- Individuals with disabilities;
- Individuals 65 and older;
- People with low incomes or representatives of/advocates for individuals with low incomes;
- Veterans;
- Workforce agencies
- Advocates for children;
- Other members of the public

Activity 2: Conduct community Workshops spread throughout the nineteen county region to seek input from the public.

Activity 3: Create an inventory of transportation resources and develop a comprehensive needs assessment and gap analysis.

DELIVERABLES

Deliverable 1: A report on a comprehensive needs assessment and gap analysis. This report shall include (a) a description of the methodology used to conduct this needs assessment and gap analysis concerning the public's transportation needs, (b) observations/findings/conclusions concerning unmet needs and inefficiencies such as overlaps and gaps in services, (c) a discussion of recommendations and implications concerning the public transit – human services transportation plan, (d) appendices including data collection forms, assessment documents, minutes, sign-in sheets and documentation that essential stakeholders including individuals with disabilities, individuals 65 and older and persons with low income participated in the development and approval of this comprehensive needs assessment, gap analysis and report. See the list of essential stakeholders under scope of services.

Deliverable 2: A report on an inventory of transportation resources. This report shall include (a) a description of the methodology used to conduct this inventory, (b) observations/findings/conclusions, (c) recommendations concerning the public transit – human services transportation plan, (d) appendices including data collection forms, assessment documents as applicable, minutes, sign-in sheets and documentation that essential stakeholders participated in the development and approval of this inventory and report. See the list of essential stakeholders under scope of services.

Deliverable 3: A final updated, five-year public transit human-services transportation plan

that includes all required elements. This deliverable shall include:

- Support documentation including minutes, sign-in sheets and other documentation that essential stakeholders participated in the development and approval of this five-year plan by including;
- Names of stakeholders who were involved in developing the plan;
- Names and signatures of stakeholders who participated in adopting the plan; and
- The elements in the attached table of contents.

A Quarterly report will be provided to City of Abilene to include the following: 1) whether work is progressing according to the project description / workplan in this PGA; if not, briefly explain why and describe plans for moving forward; 2.) Identify any need for technical assistance.

IMPORTANT: The final updated, five-year public transit human-services transportation plan must include all elements in the Regionally Coordinated Transportation Plan Table of Contents:

REGIONALLY COORDINATED TRANSPORTATION PLAN - TABLE OF CONTENTS

EXECUTIVE SUMMARY

I. INTRODUCTION

This section shall include a general description of the background and purpose of this five-year plan and the methodology used to develop it including a description of how the development and approval process engaged priority populations including individuals with disabilities and individuals 65 and older.

II. TRANSPORTATION RESOURCES IN THE REGION

This section shall include a list and narrative description of:

- Transportation providers derived from a current, comprehensive inventory of providers including those offering public fixed route and demand-response services, and those offering services through private, non-profit, community-based organizations, health and human services agencies, work force agencies, and others. As of August 31, 2015, the Public Transportation Division, under contract with the Texas A & M Transportation Institute (TTI), updated the 2013 provider inventory. TTI will obtain information directly from recipients of funding from the Federal Transit Administration (FTA). Lead agencies shall survey non-FTA recipients for inclusion in the inventory.

- All agencies responsible for transportation planning in the region.

III. COMPREHENSIVE ASSESSMENT OF THE PUBLIC'S UNMET TRANSPORTATION NEEDS, ASSESSMENT OF OVERLAPS & GAPS IN THE DELIVERY OF TRANSPORTATION SERVICES & GAP ANALYSIS

This section shall be based on a current, comprehensive regional needs assessment and gap analysis and include a narrative description with supporting data explaining the region's unmet needs and inefficiencies based on findings from this needs assessment. This section shall include:

- Geographic data
- Demographic data on overall population, age, race, income, persons with disabilities, persons with limited English proficiency, and other data to indicate need for transportation services.
- A list and narrative description of all health and human services agencies and programs, and work force agencies, and contact information derived from a current, comprehensive inventory of such agencies.
- Assessment of transportation overlaps and gaps in services including unmet transportation needs of individuals with disabilities, individuals 65 and older, people with low incomes, individuals with limited English proficiency, children, veterans, people lacking transportation to and from employment and other members of the public.
- A description of the research methodology, observations/findings and recommendations.
- Research instruments.

IV. PLANNING FOR COMPREHENSIVE SERVICES

This section shall describe how this five-year plan integrates services of various programs including:

- Section 5310 (Enhanced Mobility of Seniors and Individuals with Disabilities) program and other FTA-funded programs
- Health and human services programs
- Work force programs

V. INTEGRATED PLANNING PROCESSES

This section shall describe how this five-year public transit-human services transportation plan will align or integrate with other metropolitan, rural, and statewide transportation plans, as appropriate. This section shall include a:

- Comprehensive list and narrative description of various planning processes concerning transportation needs and/or services conducted in the planning region such as those led by metropolitan planning organizations (MPOs), rural planning organizations (RPOs), other

transportation agencies, work force agencies, health and human services agencies, veterans assistance agencies and others.

- Explanation of how these plans are or will be integrated.

VI. VISION, MISSION, GOALS AND OBJECTIVES

This section shall include vision and mission statements as well as clearly articulated goal(s) and objectives for achieving the goal(s). Lead agencies shall determine the vision and mission statements, goals and objectives using a deliberative process actively involving the steering committee and other stakeholders including riders and potential riders. Lead agencies and other stakeholders shall collaboratively prioritize objectives (identifying those that are short- or long-term) and address implementation based on time, resources and feasibility.

VII. SUSTAIN PLANNING & IMPLEMENT PLAN

This section shall describe the planning region's capacity to sustain regional transportation planning activities and to implement or "work the plan" once it is developed and approved.

This shall include a description of:

- Organizational infrastructure, staff capacity, and plans for leveraging resources to conduct and pay for activities and projects to achieve identified priorities;
- How the lead agency will regularly and meaningfully engage regional stakeholders including individuals with disabilities, individuals 65 and older, people with low incomes, veterans, advocates for children, and other members of the public;

VIII. PERFORMANCE MEASURES TO EVALUATE EFFECTIVENESS

This section shall list and describe specific, locally-determined metrics for each identified gap in transportation service (or for each priority identified in the plan). Each metric shall objectively measure the extent to which each priority was met or gap filled. This section shall describe how the lead agency will collect, maintain and assess this data. This section shall also identify performance levels that determine a service is not actually needed due to low ridership.

In addition, this section shall describe how the lead agency will collect, maintain and provide data on statewide performance measures to the Texas Department of Transportation which will collect common data elements statewide. The statewide performance metrics are listed on page 21 of the Regionally Coordinated Transportation Planning Guidebook.

ATTACHMENT B

PAYMENT SCHEDULE

PARTIES TO INITIAL OPTION SELECTED

OPTION 1 ____

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$Click or tap here to enter text. per hour not to exceed \$Click or tap here to enter text..

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

OPTION 2 ____

Payment is in a lump sum amount of \$Click or tap here to enter text. upon completion of the work and written acceptance by City's Project Representative.

No mechanic, contractor, subprofessionals, 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 Professional must execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subprofessionals, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Professional has been notified.

OPTION 3 _X_

Payment is a fixed fee amount of \$predetermined amounts payable per deliverable noted in Attachment E upon completion of the work and 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 Professional shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subprofessionals, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Professional has been notified.

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

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

(Option 2)

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

ATTACHMENT D
NOTICE TO PROCEED

To:

Date:

Regional Coordinated Transportation Plan 5 Year Update Region 7

You are to begin work on this project on or about _____, 2021 and to complete the work by January 2022 for the quoted amount of \$79,856.

You must complete all work as specified in the Contract.

You must return a signed copy of this Notice to Proceed to the City.

ACCEPTANCE OF NOTICE

Date: _____

Contractor acknowledges receiving
the Notice to Proceed.

THE CITY OF ABILENE, TEXAS

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Typed of Printed)

Title: _____

Title: _____

Federal Tax ID#: _____

Attachment E

Revised Workplan						
Agency Name: City of Abilene/CityLink Transit						
ATTACHMENT E						
Date Revised:	07/13/2021	Tasks	Responsible Party	Estimated Completion Date	Deliverable	Quoted Cost for deliverable
1	Approved 5 year Plan Update	Comprehensive Needs Assessment	Consultant	09/30/2021	Survey Results/data	\$20,224
2	Approved 5 year Plan Update	Transportation Resources Report	Consultant	10/29/2021	Report of Transit Resources within Region 7	\$27,264
3	Approved 5 year Plan Update	Develop and Present Draft Plan Update to Stakeholders	Consultant	11/30/2021	Draft Plan	*
4	Approved 5 year Plan Update	Stakeholders Approve Plan Update	Consultant	12/31/2021	Final Draft Plan	\$32,368
TOTAL						\$79,856

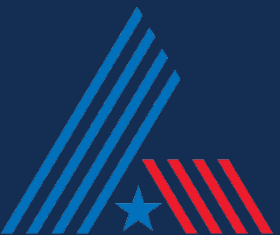
City Council Meeting

July 29, 2021

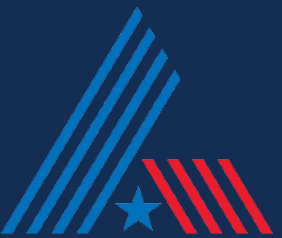


RCTP Planning Consultant Award

- The City of Abilene/CityLink Transit serves as the lead agency for Region 7 for the Regional Coordination Transportation Program (RCTP) administered by TXDOT. The RCTP 5-year plan update is due to be implemented in February 2022.
- The City of Abilene was awarded a grant by TXDOT in the amount of \$90,000 for a consulting firm to provide the Plan update and for the coordination of implementing this Plan. This grant is funded at 100% by TXDOT and does not require any local matching funds.
- A Request for Proposal (CB-2134) was issued on May 5, 2021, in which we received 4 responses from interested consulting firms.
- After review and scoring of the responses with follow-up interviews, staff recommends to award Alliance Transportation Group (ATG) a contract in the amount of \$79,856 for the development of the 5-year plan update with associated deliverables.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Professional Services Contract for the Buttonwillow Sewer Interceptor Replacement (*Rodney Taylor*)

GENERAL INFORMATION

Water Utilities staff is recommending that the Abilene City Council authorize a professional services contract with Enprotec/Hibbs & Todd, Inc. (EHT) for the Buttonwillow Sewer Interceptor Replacement project in the lump sum amount of \$80,000.00. EHT will provide project design, bidding assistance, contract administration, general project supervision (not RPR), and surveying/geotechnical services. The project is for the replacement/upsizing of approximately 5,000 linear feet of the existing 21inch Buttonwillow Sewer Interceptor located between Ben Richey Drive and South 27th Street.

SPECIAL CONSIDERATIONS

On July 25, 2019 the Abilene City Council authorized a contract with CSI Consolidated, LLC (dba AIMS Companies) for the inspection and cleaning of approximately 20,415 linear feet of the Buttonwillow Sewer Outfall. That section of outfall ranges from 18inch to 21inch diameter of primarily vitrified clay tile pipe. That inspection revealed that much of the original piping is in generally good condition. However, two sections of that project length were determined to be in very poor condition. A point repair has been made to address a short section of failed piping. This engineering project is for the design of a replacement and upsizing of the other section of failed piping. The replacement will include the use corrosion resistant PVC piping material and the upsizing to 30inch diameter which is consistent with the recommendation of the 2020 Wastewater Collection System Modeling and Master Plan for upsizing to address capacity issues identified along that section of the interceptor.

FUNDING/FISCAL IMPACT

Funding for the professional services is included in the FY21 Annual Operating Budget of the Water Utilities Department.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council authorize the professional services contract with EHT as described above.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Authorize PS Contract with EHT for Buttonwillow Sewer Interceptor Replacement-7-29-2021
2. Contract-Buttonwillow Sewer Interceptor Replacement-EHT-7-29-2021
3. Presentation-Authorize PS Contract-EHT-Buttonwillow Sewer Interceptor Replacement-7-29-2021

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH ENPROTEC/HIBBS & TODD, INC. FOR THE BUTTONWILLOW SEWER INTERCEPTOR REPLACEMENT.

WHEREAS, the City of Abilene (Abilene) owns and operates a Public Owned Treatment Works that includes the Hamby Water Reclamation Facility and the Wastewater Collection System; and

WHEREAS, the 2010 and 2020 Wastewater Master Plans have identified the need for the rehabilitation and upsizing of the Buttonwillow Sewer Interceptor due to age, piping material, and insufficient wet weather flow capacity; and

WHEREAS, in 2019 Abilene contracted with CSI Consolidated (dba AIMS Companies) for the cleaning and inspection of about twenty thousand linear feet of the Buttonwillow Sewer Interceptor, and that inspection revealed that two piping sections of that project were in very poor condition and in need of immediate rehabilitation or replacement; and

WHEREAS, a point repair was immediately implemented to address one piping section, while the other five thousand foot long section will require a professional engineer to prepare design plans and specifications for a piping replacement project; and

WHEREAS, the professional services contract with Enprotec/Hibbs & Todd, Inc. will provide for the preparation of plans and contract documents, bidding assistance, general project supervision (not RPR) and contract administration in the amount not to exceed \$80,000.00; 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 professional services contract with Enprotec/Hibbs & Todd, Inc. for the Buttonwillow Sewer Interceptor Replacement in the lump sum amount of \$80,000.00.

ADOPTED this 29th day of July, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT Engineers & Architects

This contract, dated the _____ day of _____, 2021, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Enprotec/Hibbs & Todd, a Corporation organized under the laws of the State of Texas ("Consultant").

The City is engaged in Buttonwillow Sewer Interceptor Replacement Project and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

The Consultant is a[n] qualified architect/engineer properly licensed/certified to practice in the State of Texas. Consultant desires to render professional services to the City on the terms and conditions provided in this Contract.

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

THEREFORE, the City engages the services of the Consultant. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERMS

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

II. FEE

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

III. FACILITIES

The Consultant will furnish all facilities and equipment that may be necessary to perform services required under this agreement.

IV. ASSIGNMENT

The Consultant may not assign in whole or in part any rights, duties, obligations or interest arising from this agreement without the City's prior written consent. In the event of an assignment by the Consultant to which the City has consented, the assignee or assignee's legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Consultant's successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONSULTANT

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

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

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Consultant’s employees while in the vicinity where the work is

being done. The City is not liable or responsible for the negligence or intentional acts or omissions of the Consultant or Consultant's employees.

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

Texas Labor Code Section 406.096 requires a city to ensure that contractors carry workers' compensation for each employee when the city is a party to any "building or construction contract." The code enumerates that "building and construction" includes:

- (A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this agreement is made.

2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
☒ X 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
☒ X 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☒ X 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☒ X 4. Professional Liability	\$500,000 combined single limit (per occurrence)
☐ 5. See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:

**Rodney Taylor
P.O. Box 60
Abilene, TX 79604-0060**

Consultant – ATTN:

**Jordan Hibbs
402 Cedar St.
Abilene, TX 79601**

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas

Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XXII. BOYCOTT OF ISRAEL

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees, and (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, "company" does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XXIII. SECTIONS AND OTHER HEADINGS

Section, paragraph, and other headings contained in this Contract are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

XIV. COUNTERPARTS

This Contract may be executed in two or more counterparts (including fax, email, or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one instrument.

{Remainder of Page Intentionally Left Blank—Signature Page Follows}

IN WITNESS HEREOF, the parties hereto have executed this contract effective as of the date written above:

CITY OF ABILENE

PROFESSIONAL

By: _____

Name: _____

Title: _____

By: 

Name: Jordan S. Hibbs

Title: V.P.

Address: 402 Cedar St., Abilene, TX 79601

Phone Number: 325-698-5560

Federal Tax ID#: 75-2258512

ATTEST: _____

ATTEST: (if corporation)

City Secretary



Corporation's Secretary

APPROVED: _____

Corporate Seal (if available)

By: _____

City Attorney

EXHIBIT "A"

SCOPE OF SERVICES **BUTTONWILLOW SEWER INTERCEPTOR REPLACEMENT PROJECT**

Consultant shall provide Basic and Additional Services as set forth below to assist City with the following:

The City proposes to replace approximately 5,000 linear feet of the existing 21" Buttonwillow Sewer Interceptor line located between Ben Richey Drive and South 27th Street in south Abilene. The proposed project will consist of the replacement and upsizing of the existing 21" to 30" diameter pipe and the installation of new fiberglass manholes.

Consultant shall develop plans, specifications and bidding documents associated with the Project as outlined below:

I. Basic Services – Preliminary Design Phase

1. Review project parameters with the City and inspect existing wastewater collection line to be replaced.
2. Advise City if additional reports, data, information, or services of the types not contained in this Agreement are necessary and assist City in obtaining such reports, data, information, or services.
3. Furnish preliminary design drawings for the Buttonwillow Sewer Interceptor replacement and review them with the City.
4. Based on the information contained in the Preliminary Design Phase drawings, submit an Opinion of Probable Construction Cost (OPCC) for construction of the proposed wastewater collection line replacement.

II. Basic Services – Final Design Phase

After acceptance by City of the Preliminary Design Phase documents and OPCC as determined in the Preliminary Design Phase, but subject to any City-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, Consultant shall:

1. On the basis of the above acceptance, direction and authorization, prepare final Drawings and Technical Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared in general conformance with the 16-division format of the Construction Specifications Institute and will utilize the City's standard "front-end" contract documents and general contract conditions.
2. Advise City of any adjustments to the OPCC and any adjustments to Total Project Costs known to Consultant.

3. Furnish the Design Phase documents to and review them with City. Make any final modifications or changes as requested by the City.
4. Submit 4 final copies of the Design Phase Documents and an OPCC to City.

Consultant's Services under the Final Design Phase will be considered complete on the date when the final copies of the Final Design Phase Documents required above have been delivered.

III. Basic Services - Bidding Phase

- A. After acceptance by City of the Final Design Phase Documents and the most recent OPCC as determined in the Final Design Phase, Consultant shall:
 1. Assist City in advertising for and obtaining bids for the Work and, if applicable, attend a pre-Bid conference.
 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
 3. Consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the Work as to which such acceptability is required by the Bidding Documents.
 4. Attend the Bid opening and assist City in evaluating Bids or proposals.
- B. The Bidding Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

IV. Basic Services - Construction Phase

- A. Upon successful completion of the Bidding Phase, Consultant shall provide:
 1. *General Administration of Construction Contract.* Consult with City and act as City's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities and authority of Consultant as assigned in said General Conditions shall not be modified, except as Consultant may otherwise agree in writing. All of City's instructions to Contractor will be issued through Consultant, who shall have authority to act on behalf of City in dealings with Contractor to the extent provided in this Agreement and said General Conditions except as otherwise provided in writing.
 2. *Pre-Construction Conference.* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
 3. *Visits to Site and Observation of Construction.* In connection with observations of Contractor's work while in progress:

- a. Consultant will not provide full time project inspection services. City of Abilene personnel will be responsible for daily inspections of the work.
 - b. Consultant will make visits to the Site at intervals appropriate to the various stages of construction, as Consultant deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by Consultant, and the Project Inspector, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment as assisted by the Project Inspector, if any. Based on information obtained during such visits and such observations, Consultant will determine in general if Contractor's work is proceeding in accordance with the Contract Documents, and Consultant shall keep City informed of the progress of the Work.
 - c. The purpose of Consultant's visits to, and representation by the Project Inspector, if any, at the Site, will be to enable Consultant to better carry out the duties and responsibilities assigned to and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
4. *Defective Work.* Recommend to City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
 5. *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents to allow the orderly completion of the

Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Consultant may issue Field Orders through the City's representative, authorizing minor variations from the requirements of the Contract Documents.

6. *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to the City, as appropriate, and support the City in the preparation of Change Orders and Work Change Directives as required.
7. *Shop Drawings and Samples.* Review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Consultant has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to Consultant.
8. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to a reasonable number of substitution requests.
9. *Inspections and Tests.* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
10. *Disagreements between City and Contractor.* Render formal written decisions on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
11. *Applications for Payment.* Based on Consultant's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to City, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such

work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Consultant's responsibility to observe Contractor's work. In the case of unit price work, Consultant's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents). The responsibilities of Consultant contained in this paragraph are expressly subject to the limitations set forth in subparagraph b. below and other express or general limitations in this Agreement and elsewhere.

- b. By recommending any payment, Consultant shall not thereby be deemed to have represented that observations made by Consultant to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement and the Contract Documents. Neither Consultant's review of Contractor's work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

12. *Contractor's Completion Documents.*

- a. Receive and review maintenance and operating instructions, schedules, and guarantees.
- b. Receive certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as specified, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such Consultant's review will be limited as stated.
- c. Consultant shall transmit these documents to City.

13. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with City and Contractor, conduct an inspection to determine if the Work is Substantially Complete.

14. *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a "Notice of Acceptability of Work" that the Work is acceptable to the best of Consultant's knowledge, information, and belief and based on the extent of the services provided by Consultant under this Agreement.

B. *Duration of Construction Phase.* The Construction Phase will commence with the execution of the Construction Agreement for either Project or any part thereof and will terminate upon written recommendation by Consultant for final payment to Contractor.

C. *Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Consultant shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

V. *Additional Services*

A. The following Additional Services are authorized as a part of the Project:

1. Topographic field surveying necessary to identify existing utilities, easement boundaries, manhole invert elevations and other elements related to project design.
2. Geotechnical investigations required to identify the nature and character of existing soils along the proposed route within the project area.
3. Upon receipt of written request from the City of Abilene, eHT will assist with the research of existing easement documentation, conduct field survey operations to locate existing easement boundaries or establish locations of new easements, and prepare drawing exhibits for new required easements.

VI. *Additional Services Requiring City's Authorization in Advance*

A. If authorized in writing by City, Consultant shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by City.

1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Consultant or its design requirements including, but not limited to, changes in size, complexity, City's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by

changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Consultant's control.

2. Furnishing services of Consultant's Consultants for other than Basic and Additional Services identified above.
3. Services attributable to multiple prime construction contracts, in excess of the one (1) contemplated under this Agreement.
4. Services during out-of-town travel required of Consultant other than for visits to the Site or City's office, or the Texas Commission on Environmental Quality.
5. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value Consulting, and constructability review requested by City; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
6. Assistance in connections with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
7. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
8. Preparing to serve or serving as a Consultant or witness for City in any litigation, arbitration or other dispute resolution process related to the Project.
9. Providing services of a Resident Project Representative during construction.
10. Other services performed or furnished by Consultant not otherwise provided for in this Agreement.

ATTACHMENT B
PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION SELECTED

OPTION 1 ____

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$Click or tap here to enter text. per hour not to exceed \$Click or tap here to enter text..

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

OPTION 2 X

Payment is in a lump sum amount of \$80,000.00 upon completion of the work and 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 Contractor must 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 Contractor has been notified.

OPTION 3 ____

Payment is a fixed fee amount of \$Click or tap here to enter text. payable per Click or tap here to enter text. upon completion of the work and 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 Professional 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 Professional has been notified.

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

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

(Option 2)

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

- b. The Professional shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Professional providing services on the project, for the duration of the project.
- c. The Professional must provide a certificate of coverage to the City prior to being awarded the contract.
- d. If the coverage period shown on the Professional's current certificate of coverage ends during the duration of the project, the Professional must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- e. Professional shall obtain from each person providing services on a project and provide to City:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the Professional, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- f. The Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Professional shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Professional shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Professional, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
 - (3) provide the Professional, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the Professional:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Professional is representing to the City that all employees of the Professional who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Professional's failure to comply with any of these provisions is a breach of contract by the Professional which entitles the City to declare the contract void if the Professional does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

ATTACHMENT E
NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT F
CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

Authorizing a professional services contract with
Enprotec/Hibbs & Todd, Inc. for the
Buttonwillow Sewer Interceptor Replacement



- Professional Services Contract with Enprotec/Hibbs & Todd, Inc.
- Contract price is lump sum of \$80,000.00.
- Preparation of plans and contract documents, bidding assistance, general project supervision (not RPR) and contract administration.
- The Buttonwillow Sewer Interceptor Replacement was included in the 2010 and the 2020 Wastewater Master Plans.



- The project is for the replacement and upsizing of approximately 5,000 linear feet of existing 21” diameter clay tile pipe between Ben Richey Drive and South 27th Street.
- The new pipe will be upsized to transport the projected future maximum wet weather flows while still having excess capacity for future growth and development in that sewer service basin.



Authorizing a professional services contract with
Enprotec/Hibbs & Todd, Inc. for the
Buttonwillow Sewer Interceptor Replacement

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: **10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing a Professional Services Contract with McKool Smith, P.C., Ashcroft Sutton Reyes LLC, Korien Tillery LLC for legal Services to represent the City of Abilene in a lawsuit against Netflix Inc., et al. pertaining to franchise fees due, and contingent upon approval of the fee contract by the Office of the Attorney General pursuant to Texas Government Code Section 2254, Subchapter C (*Stanley Smith*)**

GENERAL INFORMATION

Request is made to retain McKool Smith, P.C., Ashcroft Sutton Reyes LLC, Korein Tillery LLC for legal services to represent the City of Abilene in a lawsuit against Netflix Inc., et al. pertaining to franchise fees due, and contingent upon approval of the fee contract by the Office of the Attorney General pursuant to Texas Government Code Section 2254, Subchapter C.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the Resolution.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. ABILENE Resolution (003)
2. Abilene Public Notice per Govt Code 2254
3. Professional Service Contract McKool Smith

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICES CONTRACT WITH MCKOOL SMITH, P.C., ASHCROFT SUTTON
REYES LLC, AND KOREIN TILLERY LLC FOR LEGAL SERVICES, SUBJECT TO
APPROVAL BY THE OFFICE OF THE ATTORNEY GENERAL**

WHEREAS, the City intends to pursue claims for monetary damages, declaratory relief, and other legal remedies (“Damages”) against Netflix, Inc., Hulu LLC, Disney DTC LLC, and other video service providers (“VSPs”) as determined for non-payment of franchise fees as required in the Texas Video Service Providers Act, Texas Utilities Code Sec. 66 (the “Litigation”); and

WHEREAS, the City’s desired outcome in the Litigation is to recover from the VSPs Damages owed to the City for failure to pay franchise fees and obtain an order requiring the VSPs to pay the franchise fees going forward, in addition to other relief allowed under the law; and

WHEREAS, the VSPs deliver video programming to their customers via broadband internet through wireline facilities located at least partially in the public right of way; and

WHEREAS, the VSPs do not pay franchise fees to the City as required in section 66.005 of the Texas Utilities Code; and

WHEREAS, the City has a substantial need of the legal services of counsel to represent it in the Litigation; and

WHEREAS, the City requires legal counsel that specialize in complex litigation and are highly knowledgeable and experienced in the legal issues surrounding the non-payment of franchise fees by the VSPs; and

WHEREAS, the City now desires to enter into a contingent fee contract (“Contract”) for legal services with McKool Smith, P.C., Ashcroft Sutton Reyes LLC, and Korein Tillery LLC (“Counselors”) to represent the City in the Litigation; and

WHEREAS, Subchapter C of Chapter 2254 of the Texas Government Code (“Chapter 2254”) requires that a political subdivision of the State of Texas, including the City, may enter into a contingent fee contract for legal services only after: (i) the governing body of the political subdivision has provided written notice to the public stating certain provisions enumerated within Chapter 2254; (ii) the governing body of the political subdivision approved such contract in an open meeting called, in part or in whole, for the purposes of considering such contract; and (iii) the governing body of the political subdivision stated in writing certain findings made by the governing body upon the approval of such contract; and

WHEREAS, before the contingent fee contract for legal services is effective and enforceable, the City must receive approval of the Contract by the Office of the Attorney General of Texas or the Contract is otherwise allowed under Tex. Gov't Code §2254; and

WHEREAS, the City has caused notice of this resolution, this meeting, and certain provisions enumerated within Chapter 2254 to be provided to the public in accordance with the Texas Open Meetings Act and Chapter 2254; and

WHEREAS, the meeting at which this resolution is being considered is an open meeting called, in part or in whole, for the purpose of considering: (i) the City's need for legal counsel to represent it in the Litigation; (ii) terms of the Contract; (iii) the competence, qualifications, and experience of the Counselors; and (iv) the reasons that the Contract is in the best interest of the City and complies with Chapter 2254; and

WHEREAS, the City Council hereby finds and determines that the adoption of this resolution is in the best interests of the residents of the City.

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

SECTION 1. That the recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 2. That the City Council hereby finds that: (i) there is a substantial need for the legal services to be provided in the Litigation; (ii) the legal services to be provided in the Litigation cannot adequately be performed by the attorneys and supporting personnel currently employed by the City; (iii) the legal services to be provided in the Litigation cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the Litigation and without imposing an unnecessary cost and burden on the City's finances; and (iv) the relationship between the City or the City Council and the Counselors is not improper and would not appear improper to a reasonable person.

SECTION 3. That based on the findings by the City Council described above, the City Council hereby authorizes the City Manager to execute a legal services contract with McKool Smith, P.C., Ashcroft Sutton Reyes LLC, and Korein Tillery LLC, approved as to form by the City Attorney, effective only upon approval by the Office of the Attorney General of Texas or as otherwise allowed under Tex. Gov't Code §2254.

SECTION 4. That it is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this resolution, was given, all as required by Chapter 551 as amended, Texas Government Code.

SECTION 5. That the City will pay the Counselors a contingency fee and expenses in accordance with the rates in Attachment A to this resolution and contingent upon the recovery, if any, by the City in the Litigation.

SECTION 6. That this Resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Abilene, and it is accordingly so resolved.

Anthony Williams, Mayor
City of Abilene, Texas

ATTEST:

Shawna Atkinson, City Secretary

APPROVED AS TO FORM & CONTENT:

Stanley Smith, City Attorney

ATTACHMENT A

The fees for legal services provided by the Counselors in connection with the Litigation are contingent upon the recovery by the City of Damages in the Litigation and will be paid out of such recovery, if any, as follows:

If the City obtains a recovery and collection on behalf of the City before a trial or appeal, the Counselors will receive attorneys' fees in the amount of Thirty Percent (30%) of the gross recovery. If recovery for the City occurs after (1) the beginning of trial (at the beginning of opening argument), or (2) upon appeal of any judgment, the Counselors will instead receive attorneys' fees in the amount of the Thirty-Three and One-Third (33 1/3%).

The Counselors will advance all costs associated with the Litigation. The City agrees to reimburse the Counselors for all reasonable costs out of its share of the gross recovery.

PUBLIC NOTICE
In association with Resolution No. _____

This notice is given pursuant to Tex. Gov't Code § 2254.1036.

- A. The City of Abilene, Texas ("City") intends to pursue claims for monetary damages, declaratory relief, and other legal remedies ("Damages") against Netflix, Inc., Hulu LLC, Disney DTC LLC, and other video service providers ("VSPs") as determined for non-payment of franchise fees as set forth under the Texas Video Services Providers Act, Tex. Util. Code Sec. 66 (the "Litigation"). The City's desired outcome in pursuing the Litigation is to recover from the VSPs Damages owed to the City for failure to pay franchise fees and obtain an order requiring the VSPs to pay the franchise fees going forward, in addition to other relief allowed under the law. Therefore, there is substantial need for the legal services.
- B. The City wishes to engage the following three law firms ("Counselors"): McKool Smith, P.C., Ashcroft Sutton Reyes LLC, and Korein Tillery LLC. Details regarding their competence, qualifications and experience are attached at Exhibit 1.
- C. The relationship with the three Counselors would span from the time of engaging them in the Litigation until it is completed. The City has had no prior relationship with the Korein Tillery firm or the Ashcroft Sutton Reyes firm. The City was a member of a class of cities represented by McKool Smith and Mr. Wolens to recover municipal hotel occupancy taxes. The City was pleased with the representation provided by McKool Smith and Mr. Wolens.
- D. The legal services for which the Counselors are retained cannot be adequately performed by the attorneys and supporting personnel of the City. The City's budget is strained and has limited resources for its legal department. The City Attorney's office is engaged in hundreds of transactional matters and in overseeing, managing and litigating hundreds of matters. In addition, the investigation, research, and litigation of the claims will require the expenditure of large sums of money and require the work of numerous attorneys, paralegals and others who are familiar with the VSPs' wrongful actions and/or

inactions. Thus, the City does not have the resources it believes will be necessary to engage in protracted, time-consuming, and expensive litigation.

E. The legal services for which the law firms are retained cannot reasonably be obtained from attorneys in private practice under a contract providing for the payment of hourly fees without regard to the outcome of the matter for the following reasons:

- (1) TIME: It is not economically feasible for the City to pay outside counsel on an hourly basis for what the City anticipates will require significant hours of attorney time and significant costs advanced in pursuing the relief the City expects to achieve.

The issues involved in the City's claim have not been adjudicated and determined since the Texas Video Services Providers Act was passed in 2005. As an unsettled matter of law, the VSPs will likely aggressively oppose all aspects of the Litigation. It will require the skill of attorneys who have familiarity with complex litigation. It is the City's experience that attorneys with this familiarity and experience have high billable hourly rates and are not receptive to taking on contingency fee cases such as this where recovery is not certain; doing so would preclude them from taking other cases on an hourly paid basis.

- (2) COMPLEXITY/DAMAGES: Besides legal issues, determining damages may be complicated to calculate. Damages will be based, in part, on: 1) gross receipts of each VSP, with data going back thirteen years to 2007, and 2) individual subscriptions to residents of the City. It is unclear in what format the data is kept to determine gross receipts, but it is anticipated to be complex and difficult to understand. It will require experienced lawyers with the assistance of experts to decipher the data and determine a mathematical or formulaic calculation for each defendant for receipts generated over 13-plus years. Because there are at least three distinct defendants, it is likely that they have different business practices and ways of maintaining their data.
- (3) EXPENSES: Finally, the Counselors the City requests to employ have agreed to advance expenses in the case, which are

likely to be significant given the need for experts in several fields and the general high expense of litigation. These expenses include but are not limited to: filing and service fees; costs of investigative services; travel expenses; deposition expenses and court reporter fees; outside trial services providers; expert witness fees; trial equipment rental and operation fees; preparation of exhibits and graphics; the costs of briefs and transcripts on appeal; and miscellaneous copying, postage, shipping, and courier expenses.

- F. The advance of expenses is risky because, under the terms of the legal services agreement, expenses are reimbursed only out of any recovery. Because the City has limited funds to advance for litigation expenses, it is especially in the City's interest, and that of its residents, to have attorneys advance those expenses and only be reimbursed by the City out of any recovery if the City is successful. Entering a contingent fee contract for legal services is in the best interest of the residents of the City because it will allow the City to recoup franchise fees owed the City since approximately 2007 and obtain a declaratory judgment ordering the VSPs to pay the fees in the future. Franchise fees recovered in the Litigation will be used to support other essential City services. Retaining counsel who will advance expenses in the litigation will allow the City to use those funds instead to support necessary city services.

EXHIBIT 1

McKOOL SMITH P.C.

McKool Smith was founded in 1991 with offices in Dallas, Austin, Houston, Marshall, Los Angeles, and New York. It represents clients in complex commercial litigation, insurance recovery, intellectual property, bankruptcy, and white-collar defense matters.

In the past 15 years, the firm has secured 12 nine-figure jury verdicts and 15 eight-figure jury verdicts. It has also won more VerdictSearch and The National Law Journal “Top 100 Verdicts” than any other law firm in the country. Recent recognitions include:

Recognized by BTI Consulting as one of ten “Awesome Opponents,” the firms most feared by senior in-house counsel, in its annual Litigation Outlook Report (2019-2020).

Ranked a “Tier 1” law firm for bankruptcy, commercial, securities, banking & finance, intellectual property, patent, real estate, and regulatory enforcement litigation by U.S. News & World Report - Best Law Counselors (2020).

Ranked as a leading firm for Commercial Litigation, Insurance Policyholder Litigation, and Securities Plaintiff Litigation by Chambers USA (2020).

Ranked as a “Highly Recommended” Litigation Firm and Plaintiff Firm by Benchmark Litigation (2020).

Awarded “Insurance Group of the Year” by Law360 (2020).

Recognized as a “Texas Powerhouse Firm” by Law360 (2019).

Awarded “Trial Group of the Year” by Law360 (2018).

Steven Wolens is a principal at McKool Smith. He has practiced law since 1976. He received a B.A. with distinction from Stanford University in 1973, and a J.D. from Southern Methodist University Law School in 1976. He represents clients in complex class-action claims and commercial litigation. He is peer-reviewed as an AV rated lawyer by Martindale Hubbell.

In certifying a class action on behalf of 173 Texas cities in *City of San Antonio v Hotels.com*, the district court found “With regard to adequacy of counsel, the Court must determine whether class counsel has the qualifications, experience and training to litigate the case to its conclusion...The lead attorneys in this case are Steven Wolens and Gary Cruciani. Both attorneys have a wealth of experience in complex litigation, including substantial class action experience.” *City of San Antonio v. Hotels.com*, No. SA-06-CA-381-OG, 2008 WL 2486043, at *8 (W.D. Tex. May 27, 2008).

For 24 years, he served as a member of the Texas Legislature and authored landmark legislation covering partnerships and limited liability corporations, ethics reforms, antitrust laws, and electric deregulation. Texas Monthly magazine named him one of the “Ten Best Legislator” in the state on six separate occasions. He currently serves on the Texas Ethics Commission, which he chaired from 2017–2019.

ASHCROFT SUTTON REYES LLC

Ashcroft Sutton Reyes LLC (d/b/a/ Ashcroft Law Firm) was founded in 2008 by former U.S. Attorney General, Governor, and Senator John Ashcroft. Together with the select group of seasoned, respected, and experienced senior executives he recruited to join him—many of whom helped to lead the U.S. Department of Justice during a significant time in our nation’s history following the attacks on 9/11—the Ashcroft Firm has earned a reputation for integrity and a track record for accelerating successful resolutions of even the most complex matters.

In addition to General Ashcroft, the Ashcroft Firm is comprised of the former U.S. Attorney for the Western District of Texas, former Deputy Assistant to the President of the United States, former member of the Executive Administration of the Texas Attorney General's Office, former Assistant United States Attorney, former Deputy Associate Attorney General and Chief of Staff in the U.S. Department of Justice, former General Counsel and Assistant General Counsel to the Special Inspector General for Iraq Reconstruction, former Assistant General Counsel to the Governor of Texas, and several other highly skilled and experienced attorneys, all of whom know and understand government.

The Ashcroft Firm’s attorneys are litigators who have led multi-plaintiff lawsuits against formidable foes, like the federal government, other states, and local government entities. Ashcroft attorneys have appeared in federal and state courts throughout the United States and internationally, ranging from the Supreme Court of the United States to municipal courts in Texas.

Additionally, the Ashcroft Firm provides legal and consulting services to world-leading clients, including Fortune 500, nation states, elected officials, multi-national corporations, and corporate executives. The Ashcroft Firm regularly leads large entities (government and private) through a large range of regulatory matters including issues involving the FCPA, FATCA, OFAC, SOX, ITAR, FCA, the FAR and the Bank Secrecy Act (Anti- Money Laundering).

Ashcroft attorneys have tried countless civil and criminal cases to verdict in state and federal courts throughout the country. The legal experience and efforts of Ashcroft attorneys has resulted in governmental entities recovering billions for contractual breaches, theft, tax evasion, waste, fraud, and abuse.

KOREIN TILLERY LLC

Korein Tillery — based in Chicago and St. Louis — is one of the country’s most successful plaintiffs’ complex-litigation firms, representing a broad array of clients in high-stakes lawsuits and delivering over \$18 billion in verdicts and settlements over the last 16 years. The National

Law Journal has consistently deemed Korein Tillery to be one of the country's top plaintiffs' firms by naming it to its "Plaintiffs' Hot List" seven times in the past 16 years. In 2014 and 2015, Korein Tillery was named by the NLJ as a member of its top 50 Elite Trial Lawyers.

Since 2007, Korein Tillery has represented Missouri municipalities in litigation that sought to recover unpaid license taxes. In suits against wireless and wireline carriers, Korein Tillery recovered hundreds of millions of dollars of license tax revenues—both retrospectively and prospectively—for more than 350 cities throughout Missouri. Korein Tillery has recovered more than \$1 billion for Missouri municipalities. As a result of their work in these cases, the Missouri Lawyers Weekly recognized Korein Tillery partners with awards in the "largest plaintiff wins" category in 2007, 2009, 2010, 2015, and 2017. On two separate occasions corporate defendants have secured state legislation banning the litigation. In both instances Korein Tillery has successfully challenged the legislation as unconstitutional in the Supreme Court of Missouri. *See, e.g., State ex rel. Collector of Winchester v. Jamison*, 357 S.W.3d 589 (Mo. 2012).

Steven Berezney is a partner in Korein Tillery's St. Louis office. He received his J.D. from the University of Illinois in 2003, where he served as Editor-in-Chief of the Law Review. After graduation, Mr. Berezney served as a judicial law clerk for Judge Laura Denvir Stith of the Supreme Court of Missouri.

While in private practice at Husch Blackwell, Mr. Berezney was part of the team that won a \$1 billion judgment that, at the time, was the fourth largest patent infringement jury verdict in U.S. history, according to Bloomberg. *Monsanto Co. v. E.I. DuPont de Nemours & Co.*, 4:09-cv-00686-ERW (E.D. Mo. Aug. 1, 2012). At Korein Tillery, Mr. Berezney managed and litigated all aspects of multi-billion-dollar cases in federal trial and appellate courts against Wall Street investment banks arising from misrepresentations made about residential mortgage-backed securities. Mr. Berezney played a significant role in obtaining over \$5 billion in recoveries. Mr. Berezney has also been part of the team litigating Sherman Act price fixing conspiracy claims raised against 16 investment bank defendants in *In re: Foreign Exchange Benchmark Rates Antitrust Litigation*, No. 13-cv-07789-LGS (S.D.N.Y.), resulting in \$2.3 billion in recoveries to date.

Garrett Broshuis received his J.D. from Saint Louis University, where he graduated valedictorian and served as Editor-in-Chief of the Law Journal. Before law school, Mr. Broshuis played six years as a pitcher in the San Francisco Giants' organization, working at all levels of minor league baseball.

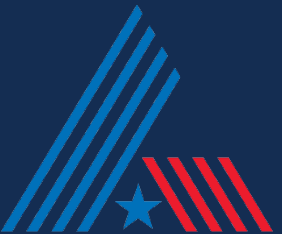
Since joining Korein Tillery, Mr. Broshuis has represented minor league baseball players in a novel case seeking to increase the players' pay, which recently had its class action status affirmed and expanded by the Ninth Circuit Court of Appeals. *Senne v. Kansas City Royals Baseball Corp.*, 934 F.3d 918, 922 (9th Cir. 2019). He also represents classes of Missouri municipalities in several actions against Fortune 500 and other large companies.

Mr. Berezney and Mr. Broshuis are both responsible for litigating the first known filed lawsuit (in Missouri) seeking to require streaming companies to pay franchise fees to municipalities. They are litigating similar cases in Indiana and Georgia.

Authorization to Enter into Professional Services Contract with McKool Smith, P.C., Ashcroft Sutton Reyes LLC, and Korein Tillery LLC



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Chief Building Official

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Approval of FY 2021/2022 One-Year Action Plan for CDBG and HOME Programs (*Tim Littlejohn*)

GENERAL INFORMATION

As an entitlement city receiving funds from the U.S. Department of Housing and Urban Development (HUD), the City of Abilene is required to submit a Consolidated Plan that strategically addresses the City's goals and objectives for housing and community development over the course of a five-year period. The City of Abilene is also required to submit a One-Year Action Plan outlining specific uses of Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds planned for the coming fiscal year. The Neighborhood Services Advisory Council (NSAC) was instrumental in the development of the goals, objectives and budget of the Consolidated Plan and provided input into the FY 2021/2022 Action Plan.

The summaries are attached. The full documents have been made available to Council through the City Secretary's Office and are available on the City website.

SPECIAL CONSIDERATIONS

A public hearing and 6 community neighborhood meetings were held to receive input for the FY 2021/2022 Action Plan. The needs discussed were: housing, community services, economic development, community/public facilities, public improvements and homeless services. Invitees

were service providers and nonprofits, the homeless network, disability services, 211 A Call for Help, agencies, religious organizations/churches and neighborhood associations and residents. Professionals from housing, insurance, real estate and lending were invited. All City directors and managers were invited along with all previous funding recipients. Discussion centered on the community needs that could be addressed with CDBG/HOME funds or alternative funds. Funding applications were accepted from April 19, 2021- May 19, 2021. The Proposed FY **2021/2022** budget for the FY **2021/2022** Action Plan was published in the Abilene Reporter-News on June 11, 2021 (which began the HUD-required 30-day comment period). As of July 12, 2021, no written comments have been received in response to the proposed Action Plan and budget as published. A second public hearing on July 29, 2021, is required with approval of the attached resolution. The FY **2021/2022** Action Plan must be received by HUD no later than August 16, 2021.

FUNDING/FISCAL IMPACT

There will be no impact on local taxes. Projects are to be funded using 2021 Entitlements of \$872,998 CDBG and \$440,520 HOME. In addition, the City anticipates that it will receive \$500 program income from the CDBG and \$15,000 program income from HOME program during FY **2021/2022**.

STAFF RECOMMENDATION

Staff recommends approval of the attached resolution approving the FY **2021/2022** One-Year Action Plan for use of CDBG and HOME funds.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution 7-29-21 FY 2021-2022 Action Plan
2. FY2021_22 Council Meeting

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING THE FY 2021/2022 ACTION PLAN AND PROJECTED USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT
PARTNERSHIPS PROGRAM (HOME) FUNDS

WHEREAS, it is desirable and in the public interest that the City of Abilene request funds under the Community Development Block Grant Program and Home Investment Partnerships Program, authorized under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, for the City of Abilene situated in the Counties of Taylor and Jones, State of Texas; and

WHEREAS, a minimum of two public hearings have been held as required by 24 CFR Part 91.105, Consolidated Plan for Community Planning and Development Program Final Rule, at which interested members of the public were invited to offer comments on housing and community development needs and funding requests/proposals; and

WHEREAS, the primary objective of the Community Development Program is to develop a viable urban community, including decent housing and a suitable living environment, and to expand economic opportunities principally for persons of low and moderate income. Consistent with the 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 Federal regulations; 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 Americans. 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;

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

- Part 1. That the FY 2021/2022 Action Plan and Projected Use of Community Development Block Grant and HOME funds is hereby approved.
- Part 2. That, upon approval, the FY 2021/2022 Action Plan be submitted to the United States Department of Housing and Urban Development.
- Part 3. 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 objectives above.

Part 4. 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 5. That this resolution shall take effect immediately from and after its passage.

ADOPTED this 29th day of July, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

FY 2021/2022
One-Year Action Plan
Community Development Block Grant
And
HOME Investment Partnership Grant



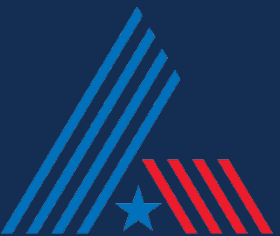
Project Funding Guidelines

- Meet HUD National Objectives
- Meet Consolidated Plan Goals & Objectives
- >70% Low- to Moderate-Income (LMI) Benefit
- Follow Council policy on funding capital projects for nonprofits; not operating expenses



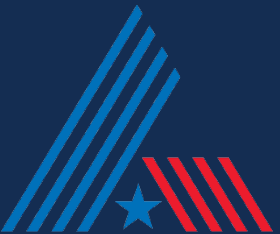
What is Community Block Development Grant (CDBG)

- CDBG: Grant is used for expanding LMI housing, suitable living environments & economic opportunities



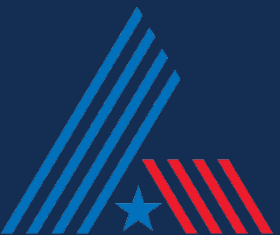
TOTAL CDBG Administration Cost:

- **CDBG Housing Administration-\$115,237** pays staff, HUD training, office materials, Public Notices, and advertising materials as required by HUD.
- **CDBG Planning Administration-\$84,180** will fund staff, advertising and promotion, HUD training, IT fund and memberships dues.
- **CDBG Indirect Admin-\$90,000** will be paid to the City of Abilene for building and office use, maintenance, fleet, IT services and access to all City personnel.



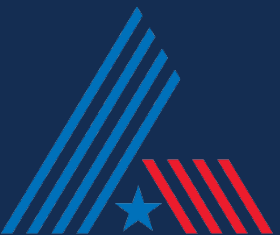
TOTAL CDBG Projects

- **Critical Repair- \$200,000** 25-35 Low-Moderate-Income (LMI) clients that reside in owner-occupied single-family residences will be assisted with one system failure per calendar year such as a roof, sewer, water, or gas line and ADA accessibilities for restroom and handicap ramp.
- **Neighborhood Revitalization Program-\$150,000** to revitalize the 15 LMI neighborhoods by wrapping income qualified clients homes in Smart Board and paint with colors selected by homeowner. NS will focus on LMI neighborhoods in order to redevelop those neighborhoods long neglected.
- **Condemnation & Demolition- \$100,000** will assist in the demo of a substandard commercial building or single-family residence to eliminate Spot Slum Blight in the 15 LMI Neighborhoods.



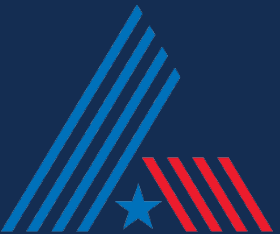
TOTAL CDBG Projects

- **Noah Project - \$8,800** to assist with the capital improvement project to add outdoor lighting in an effort to enhance safety and security among clients and staff.
- **Salvation Army - \$47,985** will fund the plumbing repair to the shelter from shower stalls and sewer drainage, will also include the church building that serves as a meeting area.
- **Abilene Hope Haven - \$135,515** funding will repair flooring across entire shelter due to damage from winter storm, enhance lighting throughout building, interior painting, and new washroom appliances.



TOTAL CDBG Projects

- **Alliance For Women And Children - \$100,000** to assist with capital improvement replacement of the HVAC system, electrical, duct work, and demolition required to access original unit. The new HVAC system will allow to heat and cool the building which is 10,200 square foot.
- **Interested Citizens of Abilene North (ICAN) - \$37,458** to assist in the purchase of the Carver Townhomes increasing the availability for low- to moderate-income families. There will be 18 unduplicated (LMI) clients to receive housing.



What is HOME Investment Partnership Grant (HOME)

- HOME: Grant is used for increasing the quality of low-income housing stock

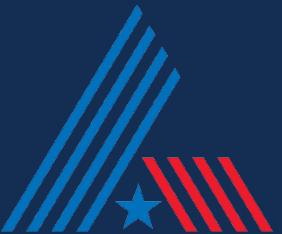


HOME Expenditures

- **HOME Administration-** \$45,550 to provide program delivery of each HOME assisted projects.
- **Single-Family Rehabilitation/Recon Program-** \$325,033 on average between \$57,000 - \$66,000 for each rehab will fund owner occupied residences ensuring the entire home brought up to meet local codes such as roof, electrical, plumbing, gas and sewer lines.
- **First-Time Homebuyer Program-**\$30,000 to provide approximately up to \$5,000 in down payments and closing costs for 6 buyers within the City of Abilene.
- **Community Housing Development Organization (CHDO)-**\$66,080 will be provided to Habitat for Humanity to aid in construction of 2 new single-family homes within the City of Abilene.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Robert Hanna, City Manager

FROM: Gregory McCaffery

SUBJECT: 12. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Award of Contract to Fugro USA Land, Inc. for a Roadway Network Inventory (Greg McCaffery)

GENERAL INFORMATION

The City of Abilene received proposals on May 26th in response to a published Request for Proposals (RFP) for a Roadway Network Inventory. The RFP was advertised on May 2nd and 9th and the City held a pre-proposal meeting on May 11th to answer any outstanding questions or concerns. Four firms submitted proposals; Fugro USA Land, Inc., Applied Research Associates, Inc., Engineering & Research International, Inc. and Roadway Asset Services, LLC. A five member internal selection committee (consisting of representatives from Public Works Administration, Engineer, Streets and Geographic Information Systems) reviewed and evaluated the proposals.

The members of the selection committee individually evaluated the proposals based upon the selection criteria described within the RFP: Recent consultant experience (30%, ability to perform all aspects of the work (35%), quality of previous projects (20%) and proposal fee (15%). The selection committee met together on June 10th. They determined all proposers provided information that assured the committee that each proposer was able to perform the requested work, and agreed to further interview the top proposer, Fugro USA Land, Inc., to validate their project approach. A virtual interview was held on June 25th. The committee agreed that the best proposal received was from Fugro USA Land, Inc.

SPECIAL CONSIDERATIONS

Fugro USA Land, Inc. previously completed the City of Abilene's first Roadway Network Inventory back in 2016/17, under the corporate name Fugro Roadware, Inc.

Fugro USA Land, Inc. has the following purpose and objectives within this contract: collect pavement surface distress and structural condition information, obtain detailed structure information on the City's arterial roadways, collect digital images of the roadways, collect roadway attributes data, update the shape files for use in the GIS system, preserve pavement analysis data, provide output data to the City, a model validation of the City's existing Pavement Condition Index (PCI) methodology and the creation of an overall written report, along with a oral presentation on the overall findings to the City Council of the overall evaluation and recommendations towards a 5 year maintenance plan for the City.

FUNDING/FISCAL IMPACT

The Project has an overall completion date of December 31, 2021, with a oral presentation before the City Council in December of 2021. The project has a fixed fee amount of \$217, 210.00. Funding for the Roadway Network Inventory Contract is available through the Street Maintenance Fund.

STAFF RECOMMENDATION

It is recommended that the City Council, by written resolution, authorize the City Manger or his designee to execute all necessary documents related to this contract.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution__Fugro_Agree
2. REV2_Signed_Contract_Fugro_Street_Inventory
3. 06252021_Road_Invent_Evaluation_Summary
4. PP_Presentation_Fugro_Roadway_Inventory

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FUGRO USA
LAND, INC., AUSTIN, TEXAS**

WHEREAS, the City of Abilene made Requests for Proposals (RFP), and four firms submitted their Proposal; and,

WHEREAS, with recent consultant experience, capability to perform all aspects of the project, quality of previous projects, proposed fee and virtual interviews were considered, and individual scores were accumulated and tabulated, Fugro USA Land, Inc. significantly scored the highest of all the firms; and,

WHEREAS, the City Council authorizes the City Manager to execute an agreement with Fugro USA Land, Inc. in the amount of \$217,210.00 for the Roadway Network Inventory.

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

PART 1: That the City Council authorizes the City Manager to execute an agreement with Fugro USA Land, Inc.

PART 2: That the agreement is in the amount of \$217,210.00 for the Roadway Network Inventory.

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

ADOPTED this 29th day of July, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This contract, dated the 29th day of July, 2021, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Fugro USA Land, Inc. ("Professional").

The City is engaged in Inventory Roadway Services and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified Pavement Inventory Specialist properly licensed/certified to practice in the State of Texas. Professional desires to render professional services as further described in Attachment A to the City on the terms and conditions provided in this Contract.

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

THEREFORE, the City engages the services of the Professional. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by December 31, 2021, and as stated in Attachment A.

II. PAYMENT

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

III. ASSIGNMENT

The Professional may not assign in whole or in part any rights, duties, obligations or interest arising from this agreement without the City's prior written consent. In the event of an assignment by the Consultant to which the City has consented, the assignee or assignee's legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Contractor's successors and assigns and may be enforced by the City against such successors and assigns.

IV. STATUS OF PROFESSIONAL

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

V. AMENDMENT OR MODIFICATION

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

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VII. NONDISCLOSURE

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

Texas Labor Code Section 406.096 requires a city to ensure that contractors carry workers' compensation for each employee when the city is a party to any "building or construction contract." The code enumerates that "building and construction" includes:

(A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this agreement is made.

2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
XX 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
XX 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
XX 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)

XX 4. Professional Liability

\$500,000 combined single limit
(per occurrence)

___ 5. See Addendum for Special
Coverages and/or revisions

___ 6. No Insurance Required

X. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XI. TERMINATION

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

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

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

XII. PROJECT REPRESENTATION

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

XIII. NOTICE

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

**City – ATTN: Gregory S. McCaffery, P.E., CFM,
Director of Public Works
555 Walnut St.
Abilene, TX 79601**

**Professional - ATTN: Sirous Alavi, Ph.D., P.E., PTOE
Fugro USA Land, Inc.
Manager Pavement Engineering & Infrastructure
Management
8613 Cross Park Drive
Austin, TX 78754**

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XV. NO INDEBTEDNESS

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

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

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

XVI. EQUAL EMPLOYMENT OPPORTUNITY

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

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XIX. SALES TAX

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

XX. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XXI. BOYCOTT OF ISRAEL

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees, and (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, "company" does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XXII. SECTIONS AND OTHER HEADINGS

Section, paragraph, and other headings contained in this Contract are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

XXIII. COUNTERPARTS

This Contract may be executed in two or more counterparts (including fax, email, or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one instrument.

{Remainder of Page Intentionally Left Blank—Signature Page Follows}

IN WITNESS HEREOF, the parties hereto have executed this contract effective as of the date written above:

CITY OF ABILENE

By: _____

Title: City Manager

ATTEST:

City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By:  _____

Title: Manager, Pavement Engineering & Infrastructure Management

Address: 8613 Cross Park Drive, Austin, TX 78754

Phone Number: 949-536-5175

Federal Tax ID#: 74-2426512 _____

ATTEST: (if corporation)

Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

TASK 1: Pavement Performance Analysis

Data collection and loading on all City owned streets. Link all roadway segments to their associated GIS segment and Cartegraph ID number.

Task 1A: Pavement Asset Data Collection:

The following roadway information shall be collected. All data shall be provided in Microsoft Excel (.xls or .xlsx) format and shapefile format. The collected roadway information data includes the following:

- a. Area/Subdivision/Facility**
- b. Street Name**
- c. Function Class**
- d. Average Daily Traffic (if available)**
- e. Endpoint 1, Endpoint 2 and Segment ID (assigned by consultant/vendor)**
- f. Drainage type (curb/paved shoulder, unpaved shoulder, no shoulder).**
- g. Length of street**
- h. Pavement Width**
- i. Square footage of asphalt or concrete per segment/street**
- j. Street centerlines, pavement edges, pavement type and age data in shapefile format.**
- k. Last Known Construction Date**
- l. Owner Jurisdiction**
- m. Utilizing the right of way digital imagery and GPS data, develop a video log in h.264 format in addition to .wmv format.**
- n. GPS, cross-fall, radius of curvature, and grade: 2-pass test on arterials and collector; single –pass on local streets.**
- o. Cartegraph specific required and recommended data attributes (see Appendix A)**

The Consultant will perform a City-wide pavement condition assessment in accordance with ASTM D6433 by street class shown below:

Street Class	Centerline Miles (approximate)
Arterial	65
Collector	87
Local	493

Task 1B: Roadway Network Database Review (Completeness / Gap Analysis)

Selected Consultant will conduct a complete diagnostic of the roadway network, including a full and thorough assessment of the City's Cartegraph roadway network inventory database. This will include a review of the City's data requirements (i.e., what information is needed/desired) and subsequent data gap analysis (what is missing).

Selected Consultant will include the following in this review:

- **Basic inventory information, (i.e. Functional Class, lengths, areas, surface type, etc.)**
- **Historical condition information, if any**
- **Status of survey history, if any**
- **Construction and maintenance history**
- **Review of maintenance and rehabilitation treatments and unit costs**

Task 1C: Structural Strength Parameters (Arterials and Collectors Roadways)

The consultant will collect and include Falling Weight Deflectometer (FWD) Data Collection on 68 centerline miles of the City's arterial network. The Consultant will include the following in this evaluation:

- **Collect FWD data at every 1,000 feet along the 68 centerline miles of arterial network (approximately 340 test locations).**
- **Provide the traffic control services using a professional and certified traffic control subcontractor.**
- **Conduct FWD backcalculation analysis to develop structural adequacy/structural capacity indices to support an enhanced pavement management system decision tree for maintenance and rehabilitation treatments of a multi-year work plan.**
- **Report pavement condition index (PCI) scores and also overall condition index (OCI) scores for the arterial network.**

The City will provide reasonable pavement layer thickness information for the arterial streets.

Task 1D: Pavement Performance Information

The City's goal is to develop a modified Pavement Condition Index (PCI) for each respective pavement asset (i.e. defined street segment). Weighted modified PCI values for corresponding street inventory classification (i.e Arterial, Collector, Residential, etc.) shall

also be provided. At a minimum the following pavement performance information shall be collected:

Asphalt Concrete Rating System

- a. **Corrugation & Shoving (measured in % square feet and severity level)**
- b. **Weathering & Raveling (measured in % square feet and severity level)**
- c. **Flushing & Bleeding (measured in % square feet no degree of severity)**
- d. **Deformation & Distortion (measured in % square feet and profile deviation)**
- e. **Edge Cracking (measured in linear length and width of crack)**
- f. **Rutting (measured in inches) – Reported by three threshold values and extent of the rut depth. The three threshold rut values shall be less than ½ “ deep, ½ “ to ¾ “ deep, and greater than ¾ “ deep. Visual or manual estimation of rutting may be acceptable using a 4-foot straight edge, however visual determination without actual measurements are unacceptable. Automated measurements using a minimum of seven (7) sensors for rut depth determination preferred.**
- g. **Alligator (Fatigue) Cracking (measured in % square feet and crack width)**
- h. **Block/Map Cracking (measured in linear feet and crack width)**
- i. **Transverse Cracking (measured in linear feet and crack width) – Reported by three width categories and density of cracks however, visual or manual estimation of transverse cracking without actual measurements is unacceptable. Automated measurements using a minimum of four (4) sensors for the collection of transverse crack information is preferred.**
- j. **Longitudinal Cracking (measured in linear feet and crack width)**
- k. **Joint Faulting (measure in inches), (count of positive faulting), (count of negative faulting)**
- l. **Patching (measured in % square feet) (count)**
- m. **Potholes (count / area and width” depth”)**
- n. **GPS Coordinates (longitude, latitude and elevation)**
- o. **International Roughness Index (IRI) (measured in inches per mile)**

Portland Cement Concrete Rating System

- a. **Patching (% / Slab count and severity condition)**
- b. **Scaling (% / Slab count and surface peeling)**
- c. **Polished Aggregate (% / Slab count and appearance)**
- d. **Blow up / Buckling (Slab count and Profile Deviation)**
- e. **Corner/Durability Cracking (% / slab count and crack width)**
- f. **Coarse Aggregate Loss (% / slab count and Pocked Area)**
- g. **Popouts (% slab count and width”/depth”)**
- h. **Joint Sealant Loss (joint / sample and exposed sealant %)**
- i. **Linear Cracking (crack / sample and crack width)**

- j. **Punchouts (% / slab count and crack width)**
- k. **Joint/Corner Spalling (joints / sample and crack progress)**
- l. **Joint Faulting/Stepping (joint / sample and displacement)**

Traffic control for all field activities shall be provided by the consultant and shall be included in the final negotiated price.

TASK 2: Budget Development, Report, & Presentation

Task 2 A: Data Management

The Consultant will be required to preserve all collected data and keep for future pavement maintenance, and renewal activities.

Task 2 B: Budget Development

Based on all measured data, develop a criteria for prioritizing pavement maintenance, and renewal activities. Provide a 5-year forecast to plan future maintenance needs on asphalt and concrete streets using the available Street Maintenance Fund annual budget, develop a work plan with input from City staff to maximize budget dollars and pavement quality.

The Consultant will also run pavement management scenarios as described below, and will present the findings in the technical memorandum:

- a. **Distresses – configure the distresses for each type of pavement surface to correlate with the distresses collected as part of the condition survey. Each distress shall include a relative weighting, identified distress type (load, non-load, environmental, etc.)**
- b. **Condition Indices – configure the surface distress index, roughness index, and structural index. The indices shall be configured for streets having and not having structural condition information.**
- c. **Deterioration Standards – configure the deterioration curves / standards for each combination of street classification and pavement surface type. The deteriorations curves / standards shall be representative of the Abilene TX climate.**
- d. **Budgets – configure up to 6 budgets based on conversations with the City's Public Works Department.**
- e. **Rehabilitation Technique – configure rehabilitation techniques for each combination of street classification, surface type, and strength rating.**
- f. **Rehabilitation Technique Prioritization – consult with City staff to develop models having different types or rehabilitation strategies (worst, first, most economic, etc.)**
- g. **Rehabilitation Techniques Costs – consult with the City staff to identify the total**

- cost (mill, overlay, traffic control, striping, etc.) of each rehabilitation method.
- h. Supersegment Definition – provide recommendations to City staff for best practices in developing practically sized supersegments to yield model results that can be acted upon.**
 - i. A Microsoft Access database of final configuration, setup, model, etc. shall be provided to the City.**

Investment benefit information should indicate the cost per square foot of benefit for each maintenance strategy based on maintenance and rehabilitation costs. In addition, the Consultant must be capable of developing super-segments that achieve optimal 5-year pavement maintenance plan. Cost of deferment is of the utmost importance and the Consultant must be able to identify critical roadways.

TASK 3: Technical Memorandum

Provide a draft written report that documents the methodology for performing the assessment, presents the data collection protocols used for the assessment, summarizes the data collected, and provides recommendations for future actions. The report shall include example images, tables, graphs and figures as necessary to provide a complete picture of the City's road quality. Also a model validation and/ or adjustment based on 2 data points per roadway section shall be included within the report. Once the City has reviewed the report, the Consultant will make all necessary changes and submit one bound copy and three unbound copies of the full report. In addition, all written and graphic data shall be provided in Microsoft Word (.doc or .docx) format and Adobe .pdf format. Also the Consultant shall provide a public presentation to the City Council of the findings and recommendations of the overall roadway assessment and future actions to be undertaken.

ATTACHMENT B

PAYMENT SCHEDULE PARTIES TO INITIAL OPTION SELECTED

OPTION 1 ____

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$Click or tap here to enter text. per hour not to exceed \$Click or tap here to enter text..

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

OPTION 2 ____

Payment is in a lump sum amount of \$Click or tap here to enter text. upon completion of the work and written acceptance by City's Project Representative.

No mechanic, contractor, subprofessionals, 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 Professional must execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subprofessionals, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Professional has been notified.

OPTION 3 __XX

Payment is a fixed fee amount of \$217,210.00 payable per Schedule upon completion of the work and 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 Professional shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subprofessionals, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Professional has been notified.

ATTACHMENT B

Proposed Fee for Roadway Network Inventory and Pavement Management System

Task	Description	Unit	Unit Cost (\$)	Quantity	Item Total (\$)
Task 1	Pavement Performance Analysis				
1A	Pavement Asset Data Collection	Test Mile	110	797	87,670
1B	Roadway Network Database Review (Completeness/Gap Analysis)	Lump Sum	6000	1	6,000
1C	Pavement Performance Information	Test Mile	60	797	47,820
1D	Falling Weight Deflectometer Information	Test Mile	510	68	34,720
Task 2	Budget Development, Report, & Presentation				
2A	Data Management	Lump Sum	5,000	1	5,000
2B	Budget Development	Lump Sum	30,000	1	30,000
Task 3	Technical Memorandum				
3	Technical Memorandum	Lump Sum	6,000	1	6,000
Grand Total					217,210.00

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) XX

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

(Option 2)

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

- b.** The Professional shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Professional providing services on the project, for the duration of the project.
- c.** The Professional must provide a certificate of coverage to the City prior to being awarded the contract.
- d.** If the coverage period shown on the Professional's current certificate of coverage ends during the duration of the project, the Professional must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- e.** Professional shall obtain from each person providing services on a project and provide to City:
 - (1)** a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the Professional, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- f. The Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Professional shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Professional shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Professional, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
 - (3) provide the Professional, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the Professional:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Professional is representing to the City that all employees of the Professional who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Professional's failure to comply with any of these provisions is a breach of contract by the Professional which entitles the City to declare the contract void if the Professional does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

ATTACHMENT E
NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT F
CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

Agenda Item: **Award of Contract to Fugro USA Land, Inc. for a Roadway Network Inventory**

**Resolution: Award of Contract to Fugro USA
Land Inc. for a Roadway network Inventory**

(McCaffery)



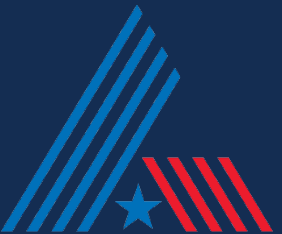
Agenda Item:

Award of Contract to Fugro USA Land Inc. for a Roadway network Inventory

- **Request for Proposals Advertised May 2nd and 9th**
- **Four Proposals Received on May 21th**
- **Selection Committee Selected Fugro USA Land, Inc. as the Best Proposal Received.**
- **Fugro's Contract is a Fixed Fee Contract for \$217,210.00**
- **Fugro's Contract has a completion date of December 31, 2021, with Presentation Before the City Council in December 2021.**
- **Staff Recommends Award of Contract to Fugro USA Land, Inc. in the Amount of \$217,210.00**



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Robert Hanna, City Manager

FROM: Gregory McCaffery

SUBJECT: 13. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid No. 2139 to Starks Construction Co. for Grape St Stormwater Pipe Repair (Greg McCaffery)

GENERAL INFORMATION

This Project was advertised as a Public Notice on May 30, 2021, and on June 6, 2021 with a bid opening dated June 15, 2021. This contract includes the removal and replacement of a collapsed stormwater pipe located on Grape St between Franklin St and Delano St.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

Funding for this project is allocated through Storm Water System Maintenance Funds.

STAFF RECOMMENDATION

Staff recommends bid award to Starks Construction Co., Inc. for \$88,250.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. REV2_Grape resolution
2. Starks-Grape St. contract 7-29
3. Backup_Inform_Grape_St_Storm_Sewer_Repairs
4. CB2139 TABSHEET
5. Scope of Project
6. PROJECT LOCATION MAP
7. Grape ppt

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDED
BID TO STARKS CONSTRUCTION CO., INC., ABILENE, TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the Grape Street Storm Sewer Improvements within the City.; and

WHEREAS, the project includes the removal and replacement of a stormwater pipe located on Grape St. between Franklin St. and Delano St.: and

WHEREAS, the City of Abilene has utilized the “Best Value” competitive bidding method in determining the award of the contract; and,

WHEREAS, the following bids were received and opened on the June 15, 2021:

Starks Construction Co. Inc., Abilene, Texas	\$88,250.00
Bontke Brothers Construction, Inc., Abilene, Texas	\$144,450.00
Bo Simon, Inc., Canyon, Texas	\$162,029.00

WHEREAS, Starks Construction Co., Inc., Abilene, Texas submitted the best value bid in the amount of \$88,250.00 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Starks Construction Co., Inc., Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$88,250.00.

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

ADOPTED this 29th day of July, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 29th day of July, 2021 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Bill Starks Construction Company, Inc. of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

1. **Work and Consideration.** hereby agrees to commence and complete the construction of Work required in the Contract Documents -- incorporated herein by reference --

GRAPE ST STORMWATER PIPE REPAIR

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

In consideration of this Work, the City will pay the Contractor the sum of \$88,250.00 (Eighty-eight thousand two hundred fifty dollars and zero cents).

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

11. **Boycott of Israel.** In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees and (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, "company" does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

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

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

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

CONTRACTOR

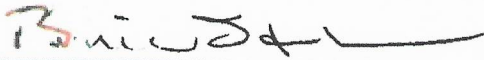
Name of Contractor:

Starks Construction Company

Business Address:

7449 Lantana Ave.

Abilene, TX 79606


Signature

Bill Starks
Name - Typed or Printed

President
Title - Typed or Printed

325-673-7766
Business Phone No.

75-2143891
Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

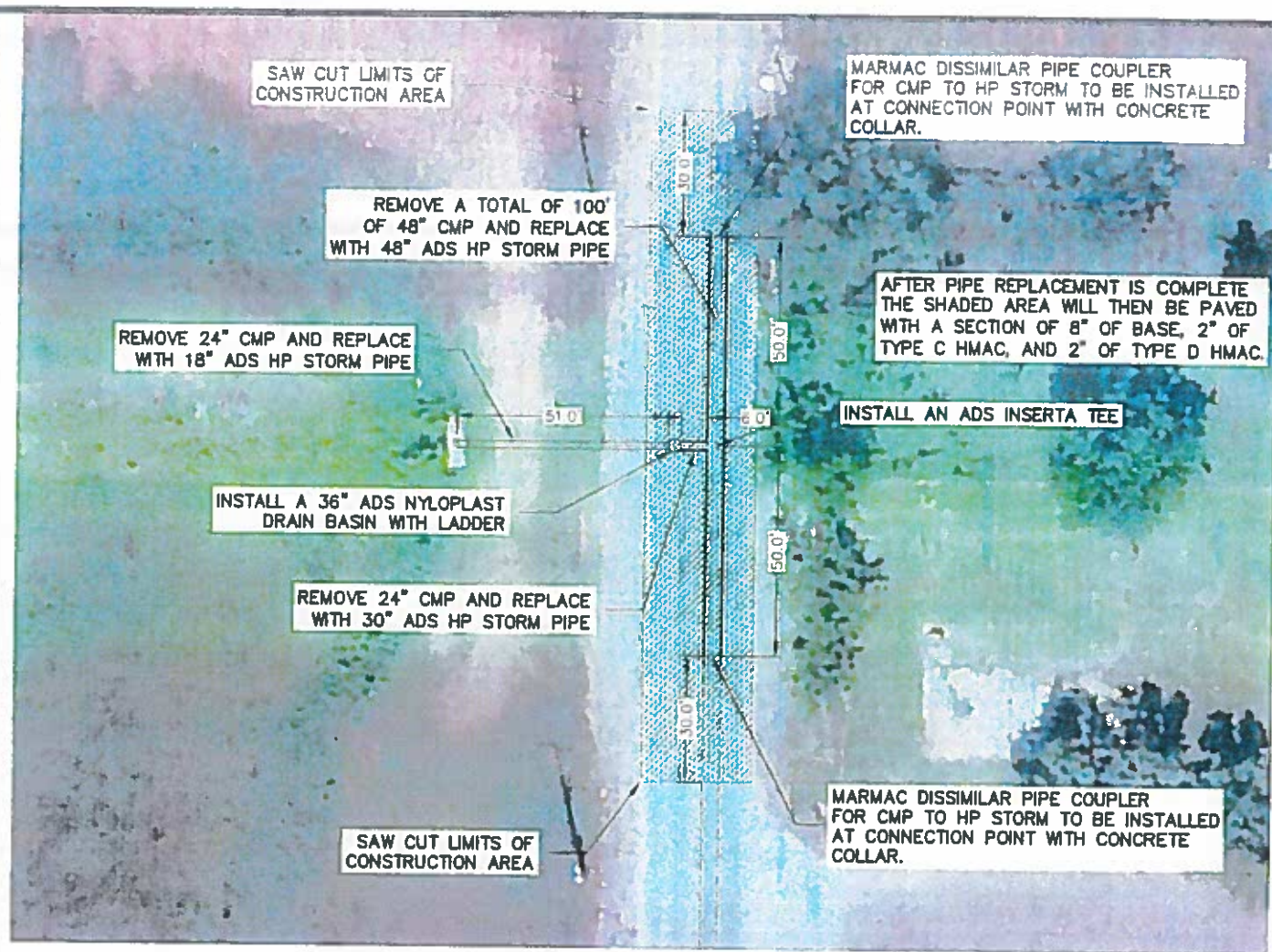
APPROVED:

City Attorney

ATTEST:

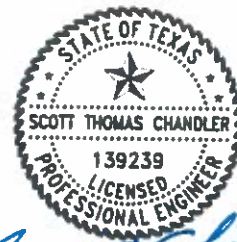
City Secretary

Seal:



NOTES:

1. ALL NEW PIPE SHOULD MATCH GRADE OF EXISTING PIPE WHERE COUPLED TOGETHER, THEN PROCEED ON A STRAIGHT GRADE.
2. CONTRACTOR TO FIELD SURVEY ALL NECESSARY MEASUREMENTS NEEDED FOR DRAIN BASIN, AND OBTAIN APPROVAL FROM ENGINEER BEFORE THE BASIN IS ORDERED.
3. APPROVED EQUIVALENTS MAY BE USED FOR ALL BRAND SPECIFIC ITEMS.



Sheet **1** of **1**
CITY OF ABILENE, TEXAS
 PUBLIC WORKS
 DEPARTMENT
 ENGINEERING DIVISION

**GRAPE ST STORMWATER
 PIPE REPAIR**

Designed By: S. CHANDLER	Horizontal Scale: 1"=40'	Computer File: GRAPE STORM PIPE AT FRANKLIN
Drawn By: T. MATTHEWS	Vertical Scale: N.T.S.	Date: MAY 2001
Checked By: S. CHANDLER		

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

PAGE
1 OF 1

DEPARTMENT: ENGR
BID NO.: CB-2139
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: JUNE 15, 2021

STARKS CONSTRUCTION
ABILENE, TX

BONTKE BROTHERS
ABILENE, TX

BO SIMON INC
CANYON, TX

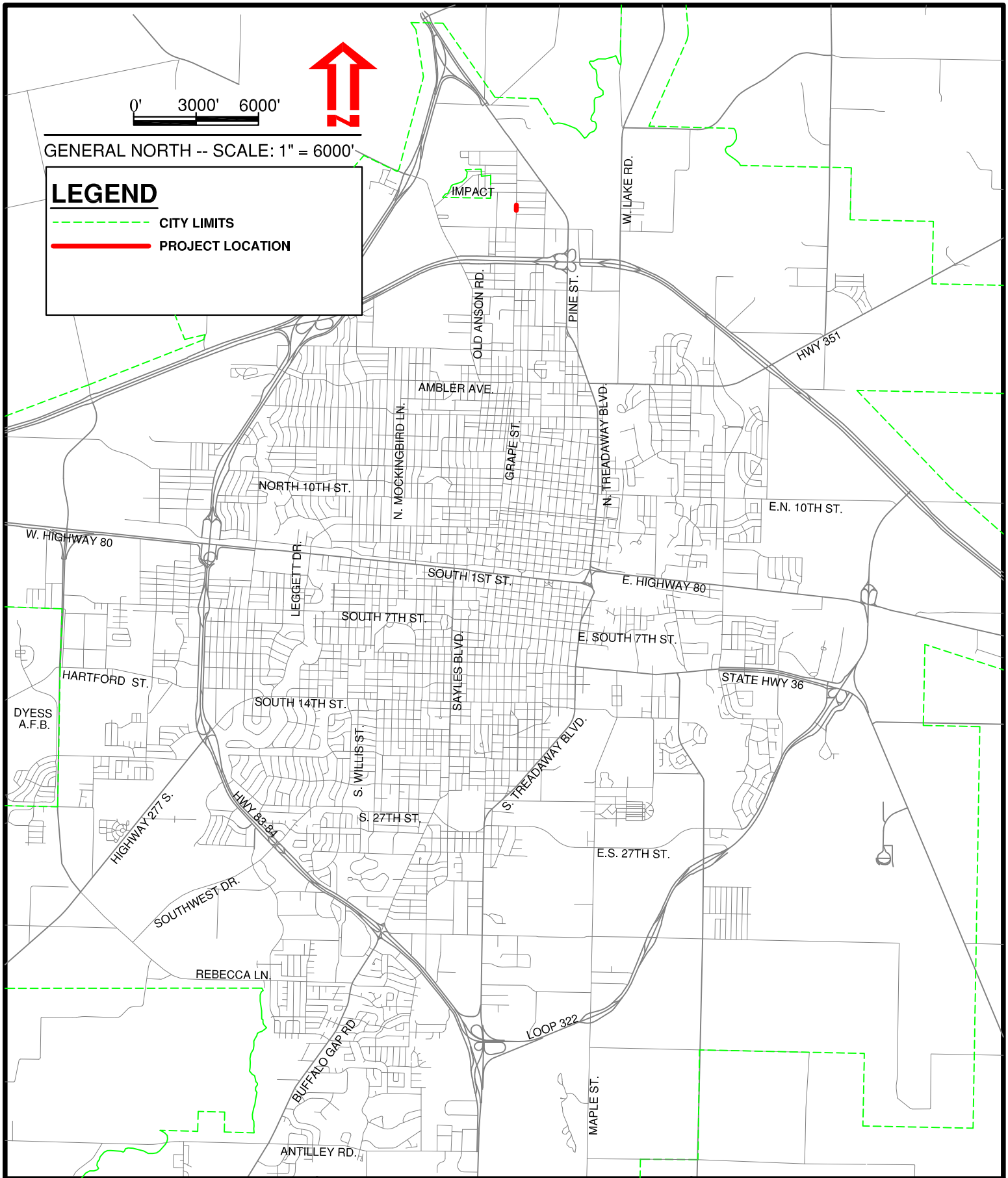
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	GRAPE ST STORMWATER PIPE REPAIR				88,250.00		144,450.00		162,029.00						
BASE BID					88,250.00		144,450.00		162,029.00						
DISCOUNT															
TOTAL BID					88,250.00		144,450.00		162,029.00						

*NOTES: INDICATES RECOMMENDED AWARD

Scope of Project

(Grape Street Storm Sewer Repairs) Bid No. 2139

This construction contract involves the removal and replacement of a partially collapsed 48" diameter storm sewer pipe with a new 48" diameter storm sewer pipe. Also included within the contract is the replacement of a deteriorated 24" diameter pipe with a new 18" and 30" diameter storm sewer pipe, with manhole unit. Finally, the contract will include the repair of the existing roadway with a 4" asphalt on 8" of base pavement section per the City of Abilene Standard Specifications.



Sheet 1 of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	GRAPE ST STORMWATER PIPE REPAIR	Designed By: S. CHANDLER Drawn By: T. MATTHEWS Checked By: S. CHANDLER	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: Project Location Map Date: JUNE 2021
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Agenda Item: Grape St. Stormwater Pipe Repair

**Resolution: Bid Award #CB-2139 Grape St.
Stormwater Pipe Repair**

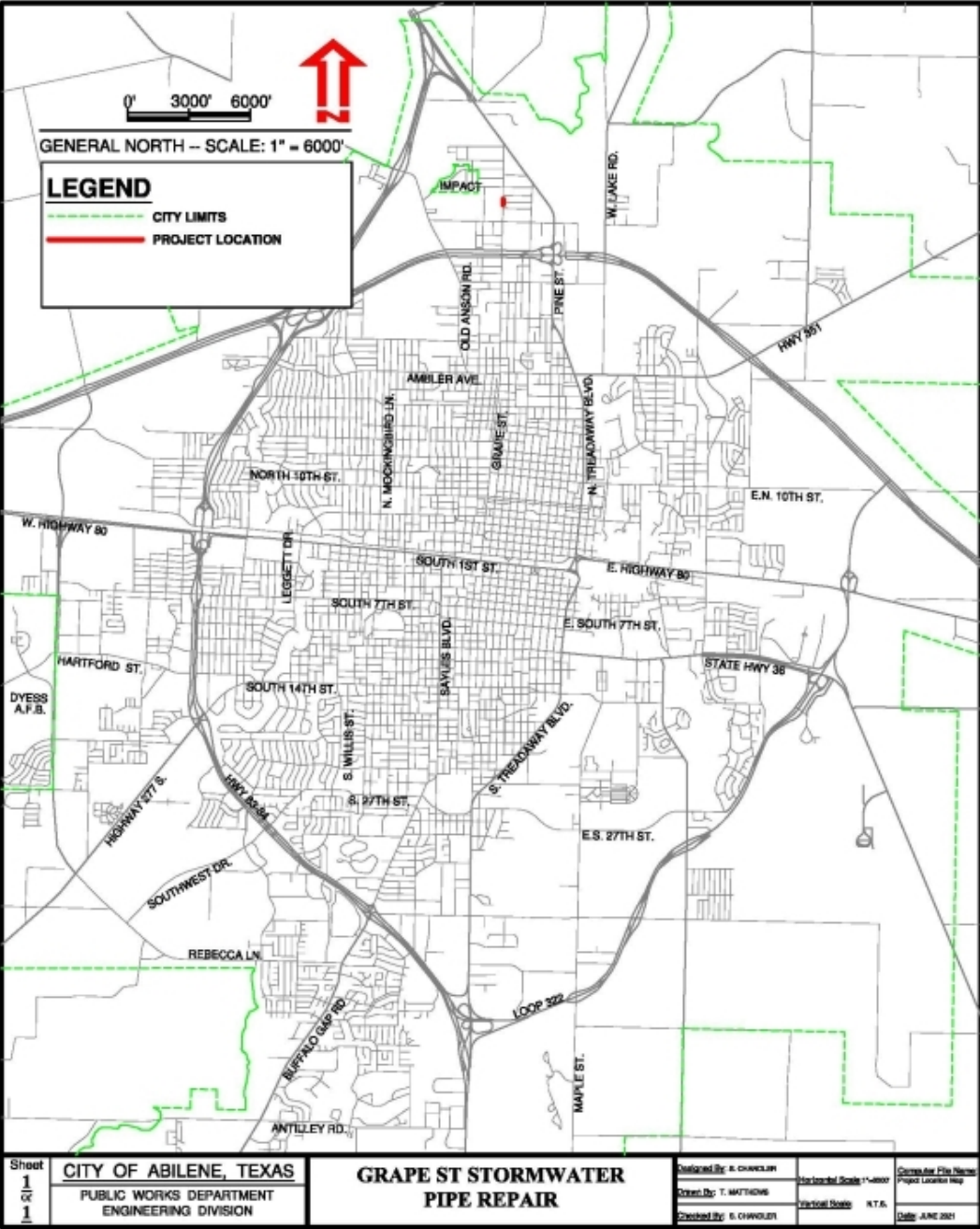
(McCaffery)



Grape St. Stormwater Pipe Repair

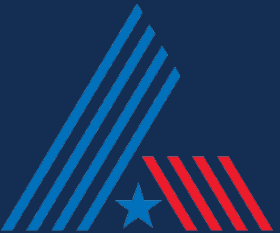
Streets
Grape St.

Between
Franklin St and Delano St

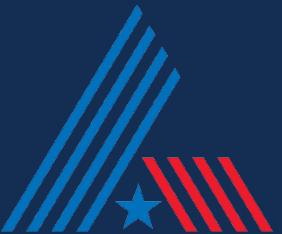


Agenda Item: Grape St. Stormwater Pipe Repair

- Construction Contract includes the removal and replacement of a stormwater pipe located on Grape St. between Franklin St. and Delano St.
- Project Advertised May 30th 2021 & June 6th 2021, Bids Opened June 15th 2021.
- Three bids were received.
- Staff recommends award of contract to Starks Construction Co., Inc. in the amount of \$88,250.00.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Robert Hanna, City Manager

FROM: Gregory McCaffery

SUBJECT: 14. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Sec.18-289 One-Way Streets-At all Times in the Code of Ordinances (Greg McCaffery)

GENERAL INFORMATION

Part of the downtown hotel project included changes from one-way to two-way traffic flow on N 5th St from Grape to Plum St. It also requires two-way traffic in the block of Cypress St between N 5th St and N 6th St making it necessary to amend the Code of Ordinances to reflect these changes.

SPECIAL CONSIDERATIONS

None at this time

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff Recommends

BOARD OR COMMISSION RECOMMENDATION

NA

ATTACHMENTS:

1. One Way Street Ordinance Amendment.2021.Red Line Final
2. N. 5th and Cypress Sts Red Line
3. N. 5th and Cypress Sts Black Line
4. One-way to Two-Way Ordinance Presentation

ORDINANCE NO. _____

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

WHEREAS, a portion of North 5th Street from Grape St to Plum St is planned to change from one-way traffic flow to two-way traffic flow; and

WHEREAS, one block of Cypress Street between N 5th St and N 6th St is planned to be abandoned;
and

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

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

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

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

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

PASSED ON FIRST READING this 29th day of July, 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 _ day of _, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 8th day of August, 2021, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 8th day of August, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

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

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

<u>Street</u>	<u>Extent</u>	<u>Direction</u>
North 2nd St.	From Walnut St. to Grape St.	West
South 2nd St.	From Oak St. to Chestnut St.	West
North 3rd St.	From Grape St. to Walnut St.	East
North 4th St.	From Walnut St. to Grape St.	West
North 5th St.	From the North 6th/5th St. split to Grape St.	East
North 6th St.	From Hickory St. to North 6th/5th St. split	West
North 10th St.	From Park Ave. to Grape St.	East
North 10th St.	From Grape St. to North 11th St.	West
North 11th St.	From Grape St. to Park St.	West
Airport Blvd.	From Lance Dr. to Lance Dr.	Loop
Chestnut St.	From South 1st St. to South 7th St.	South
Clack St., North	From Old Anson Rd. to West Overland Trail	South
	From Vogel St. to Ambler Ave.	South
	From N 1 st St. Ramp to North 3rd St.	South
	From Ambler Ave. off-ramp to the North 1st St. on-ramp	South
Clack St., South	From Taos Dr. to FM 707	South
Cypress St.	From North 1st St. to North 5th St.	North
Danville Dr., North	From the North 1st St. off-ramp to West Stamford St.	North
	From West Overland Tr. to Old Anson Rd.	North
Danville Dr., South	From Buffalo Gap Rd. to South 1st St	North
	From Industrial Blvd. to Crawford St.	North
Hickory St.	From North 1 st St. to North 2nd St.	North

Oak St.	From South 4th St. to South 1st St.	North
Orange S.t	From North 1st St. to North 2nd St.	South
Overland Trail, West	From the Pine St. off ramp to North Danville Dr.	West
	From Clack St. to West City Limits	West
	From FM 600 to Stamford St. West	West
Overland Trail, East	From FM 600 to Loop 322	West
San Jose Dr., North	From North 10th St. to Pioneer Dr.	North and East
Stamford St., West	From West Overland Tr. to FM 600	East
	From Danville Dr. to 330ft west of Pine St.	East
	From N Clack St. to Old Hwy 80	East
Stamford St., East	From FM 600 to Loop 322	East
Loop 322 Access Rd., South	From Lytle Creek Dr. to Maple St.	South
Loop 322 Access Rd., North	From Maple St. to Oldham Ln.	North
Loop 322 Access Rd., East	From Hwy 36 to ramp	North
Lindbergh Dr.	From State Highway 36 to Navajo Trail	South

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

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

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South 2nd St.	From Oak to Chestnut St.	West
North 3rd St.	From Grape to Walnut St.	East
North 4th St.	From Walnut St. to Grape St.	West
North 5th St.	From the North 6th/5th St. split to Plum St.	East
	<u>From the North 6th/5th St. split to Grape St.</u>	
North 6th St.	From Hickory St. to North 6th/5th St. split	West
North 10th St.	From Park Ave. to Grape St.	East
North 10th St.	From Grape St. to North 11th St.	West
North 11th St.	From Grape St. to Park St.	West
Airport Blvd.	From Lance Dr. to Lance Dr.	Loop
Chestnut St.	From South 1st to South 7th St.	South
Clack St., North	From Old Anson Rd. to West Overland Trail	South
	From Vogel St. to Ambler Ave.	South
	From Ramp to N. 3rd St.	South
	From Ambler Ave. off-ramp to the North 1st St. on-ramp	South
Clack St., South	From Taos Dr. to FM 707.	South
Cypress St.	From North 1st to North 6th St.	North
	<u>From North 1st to North 5th St.</u>	
Danville Dr., North	From the North 1st St. off-ramp to West Stamford St.	North
	From W. Overland Tr to Old Anson Rd	North
Danville Dr., South	From Buffalo Gap Rd to South 1st St.	North
	From Industrial Blvd to Crawford St	North
Hickory St.	From North 1st to North 2nd St.	North

Oak St.	From South 4th St. to South 1st St.	North
Orange St.	From North 1st to North 2nd St.	South
Overland Trail, West	From the Pine St. off ramp to North Danville Drive	West
	From Clack St. to west city limits	West
	From FM 600 to Stamford St West	West
Overland Trail, East	From FM 600 to Loop 322	West
San Jose Dr., North	From North 10th St. to Pioneer Dr.	North and East
Stamford St., West	From West Overland Tr to FM 600	East
	From Danville Dr. to 330ft west of Pine St	East
	From N Clack St. to Old Hwy 80	East
Stamford St., East	From FM 600 to Loop 322	East
Loop 322 Access Rd, South	From Lytle Creek Dr. to Maple St.	South
Loop 322 Access Rd, North	From Maple St. to Oldham Ln.	North
Loop 322 Access Rd, East	From Hwy 36 to ramp	North
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North 4th St.	From Walnut St. to Grape St.	West
North 5th St.	From the North 6 th /5 th St. split to Grape St.	East
North 6th St.	From Hickory St. to North 6th/5th St. split	West
North 10th St.	From Park Ave. to Grape St.	East
North 10th St.	From Grape St. to North 11th St.	West
North 11th St.	From Grape St. to Park St.	West
Airport Blvd.	From Lance Dr. to Lance Dr.	Loop
Chestnut St.	From South 1st St. to South 7th St.	South
Clack St., North	From Old Anson Rd. to West Overland Trail	South
	From Vogel St. to Ambler Ave.	South
	From N. 1 st St. Ramp to N 3rd St.	South
	From Ambler Ave. off-ramp to the North 1st St. on-ramp	South
Clack St., South	From Taos Dr. to FM 707	South
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Danville Dr., North	From the North 1st St. off-ramp to West Stamford St.	North
	From W. Overland Tr. to Old Anson Rd.	North
Danville Dr., South	From Buffalo Gap Rd. to South 1st St.	North
	From Industrial Blvd. to Crawford St.	North
Hickory St.	From North 1st St. to North 2nd St.	North
Oak St.	From South 4th St. to South 1st St.	North
Orange St.	From North 1st St. to North 2nd St.	South
Overland Trail, West	From the Pine St. off ramp to North Danville Dr.	West

	From Clack St. to West City Limits	West
	From FM 600 to Stamford St. West	West
Overland Trail, East	From FM 600 to Loop 322	West
San Jose Dr., North	From North 10th St. to Pioneer Dr.	North and East
Stamford St., West	From West Overland Tr. to FM 600	East
	From Danville Dr. to 330ft west of Pine St.	East
	From N Clack St. to Old Hwy 80	East
Stamford St., East	From FM 600 to Loop 322	East
Loop 322 Access Rd., South	From Lytle Creek Dr. to Maple St.	South
Loop 322 Access Rd., North	From Maple St. to Oldham Ln.	North
Loop 322 Access Rd., East	From Hwy 36 to ramp	North
Lindbergh Dr.	From State Highway 36 to Navajo Tr.	South

Ordinance

One-way Roadways

Requested Ordinance Change to amend the one-way roadways



One-way Roadways

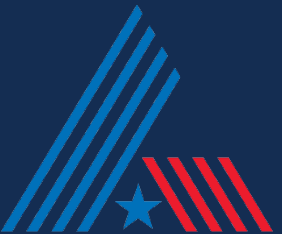
As part of the downtown hotel project, traffic flow on N 5th St. between Grape St. and Plum St. will change from one-way traffic to two-way traffic.

Another traffic flow change is the change from one-way traffic to two-way traffic on Cypress St between N 5th St to N 6th St.

The proposed Ordinance will update the Code of Ordinance to reflect these changes.



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Robert Hanna, City Manager

FROM: Cheryl Sawyers, Planning Services Manager

SUBJECT: **15. Ordinance (First Reading) Z-2021-15: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Mascorro Properties LLC, Represented by Brandon Mascorro, to Change Zoning from Residential Single-Family (RS-6) to a Residential Medium-Density (MD) District on Ten Vacant Lots Bordering the 2400 Block (East Side) of Shelton Street In Northwest Central Abilene (Cheryl Sawyers)**

GENERAL INFORMATION

The request is to rezone from Residential Single-Family (RS-6) to a Residential Medium-Density (MD) District. Based upon the information provided within the application, the purpose of this request is to allow for 2-bedroom duplexes to provide for a variety of housing options and affordability in the area.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Z-2021-15 draft ordinance
2. Z-2021-15 staff report
3. Application Z-2021-15
4. Z-2021-15 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 29th day of July, 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 19th day of June, 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 12th day of August, 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 12th day of August, 2021.

ATTEST:

CITY SECRETARY

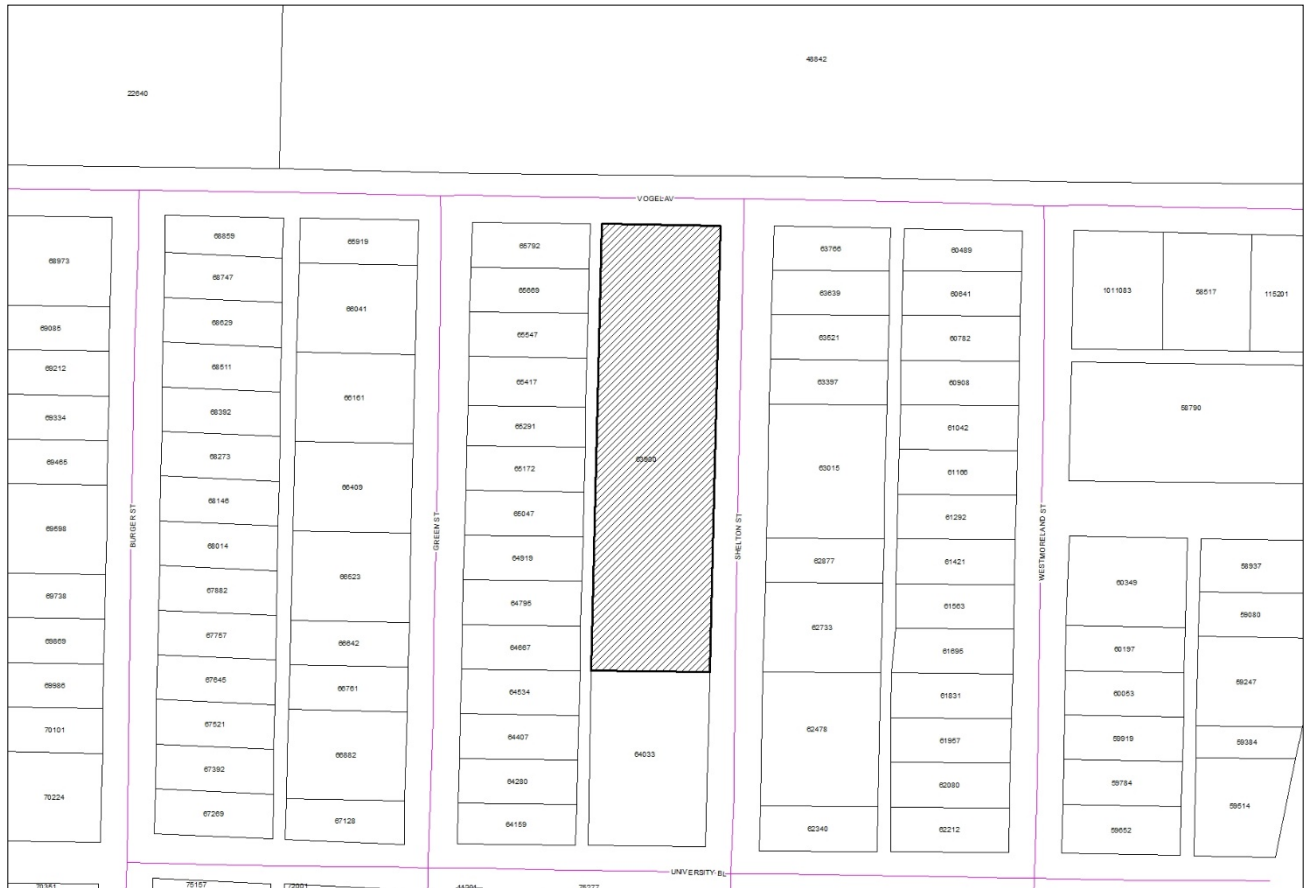
MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from a Residential Single-Family (RS-6) District to a Residential Medium-Density (MD) District:



Lots 1 thru 10 in Block 11 of the Arthur Sears Park Addition to the City of Abilene, Texas, ten lots are represented on a subdivision plat originally recorded on Pages 534 thru 536 in Volume One of Plat Records for Taylor County, Texas, and which said ten lots are located on the 2400 block (west side) of Shelton Street.

-END-

ZONING CASE Z-2021-15

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: July 6, 2021

City Council 1st Reading: July 29, 2021

City Council 2nd Reading: August 12, 2021

Applicant

Owner: Mascorro Properties, LLC

Agent: Brandon Mascorro

Request

Rezone from Residential Single-Family (RS-6) to a Residential Medium-Density (MD) District. Based upon the information provided within the application, the purpose of this request is to allow for 2-bedroom duplexes to provide for a variety of housing options and affordability in the area.

Location

Ten (10) vacant lots bordering the 2400 block (east side) of Shelton Street in northwest central Abilene

Background

These ten lots were created with a subdivision plat of the Arthur Sears Park Addition, recorded in 1927. This part of the Arthur Sears Park Addition (north of Ambler Avenue) was annexed in 1954 and the ten lots encompassed within this request have never been occupied by residences or any other buildings.

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. Properties to the east, west and south of the subject ten lots are all within Residential Single-Family (RS-6) zoning. Single-family housing is the predominant use of these nearby properties. However, many vacant lots remain. To the north of these ten lots, across Vogel Avenue, is the site of Ortiz Elementary School on a 25-acre tract in Agricultural Open Space (AO) zoning.

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 the entire Arthur Sears Park Addition in northwest central Abilene to be "low-density residential." That includes all ten lots in this zone change request.

MD zoning allows no more than four dwelling units on any one lot and can be considered “low-density residential” and in conformance with the Comprehensive Plan.

Proposed MD zoning will also help encourage use of these long-vacant properties, which have languished for decades with little or no prospects for building development. Promoting such “infill” development is also consistent with the policies of Abilene’s Comprehensive Plan, to make most effective use of existing streets and utilities as well as other public facilities and services nearby.

(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. Changing the subject property’s zoning to an MD District will allow 2-, 3- or even 4-family residences in this environment. The scale and intensity of proposed new residential use will nonetheless be reasonably compatible with that of existing nearby homes, or at least not so far out-of-scale as to jeopardize the value and comfort of that existing housing.

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

This subject property has direct access to a fully-improved subcollector street with a 36-foot-wide pavement as well as curb-and-gutter. Suitable water and sewer mains lie in an adjacent alley. 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 City 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 Abilene's Land Development Code, City staff mailed personal notices on June 25, 2021, to the applicant and to other owners of property within a 200-foot radius of the subject property. These property owners and associated parcel identification numbers are identified in Table 1.

TABLE 1

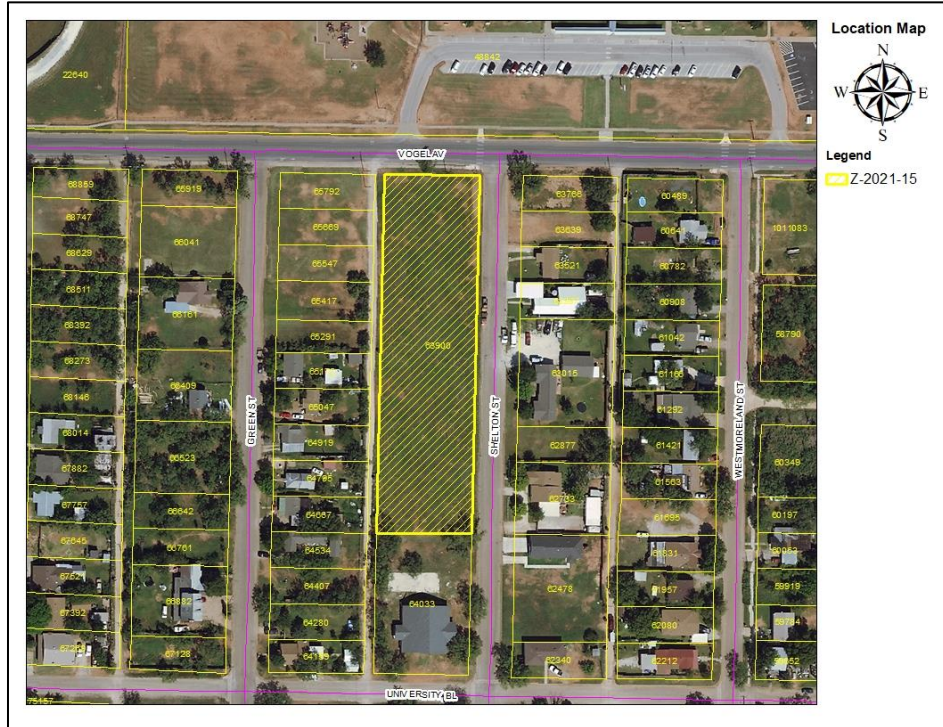
Owner	Parcel ID	Response
ABILENE INDEPENDENT	48842	
BDS LEASING	65291	
CHAVARRIA ARTURO JULIAN & JULIA A	64407	
CORDOVA JULIO	62478	
CRUZ FRED	63639	
FLORES ADAM A JR	65417	
FLORES JOSUE & PAULA E	65792	
FLORES JOSUE & PAULA E	65547	
FLORES JOSUE & PAULA E	65669	
FLORES MARISSA R	62877	
GARCIA ROLAND & ELIZABETH	63397	
GONZALEZ ANGEL & EMELIA	64280	
GONZALEZ ANGEL M	64159	
GUTIERREZ GEORGE A	63015	
HERNANDEZ STEPHANIE	65172	
MARTINEZ RUDY & MARGARITA G	63521	
MASCORRO PROPERTIES LLC	63900	
MUNOZ ARMANDO	64033	Opposed
MURILLO DANIEL CAMPOS	64534	
OLVERA JOSE F & MARIA M	62733	
ORTIZ ANNA MARIA	63766	
RIVERO MARIA Y	64667	
SILVA LOUISA P ALCANTAR	62340	
SOTELLO RAMON	64919	
SOTELO CHRISTOPHER EDWARD	65047	
TREVINO MARIA VELASQUEZ	64795	

Attachments

Application

PowerPoint Presentation

LOCATION MAP



ZONING MAP





PLANNING & DEVELOPMENT SERVICES

MUNOZ ARMANDO
2440 WESTMORELAND ST
ABILENE, TX 79603-2630

NOTICE OF PUBLIC HEARING

RE: Zone Change Application Number Z-2021-15

06/23/2021

The Planning and Zoning Commission will hold a public hearing on **July 6 of 2021 at 1:30 PM City Council Chambers, 2nd Floor**, City Hall, N 5th and Walnut Streets, to recommend approval or denial to City Council on a request from Mascorro Properties LLC (represented by Brandon Mascorro) to change zoning from Residential Single-Family (RS-6) to a Residential Medium-Density (MD) District on ten vacant lots bordering the 2400 block (east side) of Shelton Street in northwest central Abilene. Legal description being Lots 1 thru 10 in Block 11 of Arthur Sears Park Addition to the City of Abilene, Taylor County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments about 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 zone change. The solid boundary line surrounding 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 **August 12 of 2021 at 8:30 AM** in Council Chambers on the second floor of Abilene's City Hall, 555 Walnut Street.

If you have any questions, please contact Brad Stone, Planner III at telephone 325-676-6382 or by email address brad.stone@abilenetx.gov

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

JUN 30 PM 4:52

CASE #: Z-2021-15

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: MUNOZ ARMANDO
Parcel I.D.: 64033
Address: 2418 SHELTON ST

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

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature:

Armando Munoz



Development Application

Planning

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

Project Name: MASCORRO PROPERTIES, LLC
 Address: 2462 SHELTON, ABILENE, TX 79603 No. of lots: 10 Acreage: 1.5152
 Legal Description: LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, BLOCK 11, SEARS PARK ADDITION
 Subdivision Name: SEARS PARK ADDITION Block: 11 Lot: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10
 Current Zoning: RS6 Proposed Zoning (if applicable): MD

OWNER AND AUTHORIZATION

Owner Name: BRANDON MASCORRO - MASCORRO PROPERTIES, LLC
 Address: 190 STEAMBOAT DR
 City, State, Zip: TUSCOLA, TX 79562 Fax: _____
 Phone: 325-260-5544 Email: brandonmascorro@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: [Signature] Date: 5/12/21

FOR OFFICE USE ONLY

Received: 05/12/2021 Fee: \$ 1500 Receipt No.: 000159915
 Case No.: Z-2021-15 Reviewed By: _____

Development Application

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

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

I feel it is necessary to rezone 2462 STELTON from R56 to MD for several reasons.

FIRST, it will allow for development of 2 bedroom duplexes instead of 3 bedroom single-family houses. In my opinion, 2 bedrooms are the most desirable option for people looking to rent a property.

Second, it will allow for a more affordable rental property. For instance, being that a 2 bedroom option is available allows me to keep the rent lower and more affordable than would be the case with a 3 bedroom single family residence.

These are the two main advantages, in my opinion, for considering a rezoning.



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: _____

RECEIPT FOR PAYMENT OF \$15.00
APPLICATION FEE FOR ZONE CHANGE
REQUEST NO. Z-2021-15:

2400 BLOCK (WEST SIDE) OF SHELTON ST.

City of Abilene
Accounting Dept

555 Walnut Street
Abilene, TX 79604

(325) 676-6262

Reprint

05/12/2021 03:00 PM Cashier 0034
T/Ref 0001059915 Reg 0001 Tran No 9881
Cash Report: 210512-01 for 05/12/2021

01 - City of Abilene
ZONING FEES, SITE PLANS, VARIANCE REQUEST
G/L: 1002503010-42101
NAME MASCORRO INVESTMENTS LLC
DESCRIPTION ZONING VERIFICATION
Validation Number: 073151 \$1,500.00

=====

Total	\$1,500.00
Check	(\$1,500.00)
Check No. 235	

Thank You for Your Payment.



May 28 2021

ATTN Brandon Mascorro
Mascorro Properties LLC
190 Steamboat Drive
Tuscola TX 79562

FILE COPY

SUBJECT: case no. Z-2021-15, a request to rezone ten now-vacant lots on 2400 block (west side) of Shelton Street, from a Residential Single-Family (RS-6) District to a Residential Medium-Density (MD) District

Mr. Mascorro:

Abilene's City staff has received your application to rezone ten now-vacant lots bordering the 2400 block (west side) of Shelton Street, from an RS6 to an MD District.

Abilene's Planning & Zoning Commission is scheduled to conduct a public hearing on this matter, during its regular meeting on **Tuesday, July 6 of 2021**. This meeting will begin at **1:30 PM** in Council Chambers on the second floor of Abilene's City Hall, 555 Walnut Street. You or another representative should be available at that meeting, prepared to present your case and to answer any relevant questions from Commission members.

If the Planning & Zoning Commission recommends approval of your application, or if a negative recommendation is promptly appealed, then Abilene's City Council will conduct its own hearing as early as **Thursday, August 12 of 2021**.

If you have additional questions about these matters, please contact me at telephone number 325-676-6382 or by email at brad.stone@abilenetx.gov.

Sincerely

Bradley Stone,
Planner III

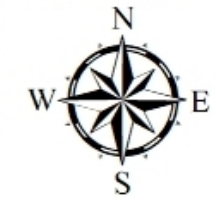


-99.750 32.479 Degrees

Case: Z-2021-15
Owner: Mascorro Properties
Agent: Brandon Mascorro
Request: Rezone Residential Single-family (RS-6) to
Medium Density (MD)
Location: 2400 Block of Shelton Street
Notification: 0 in Favor, 1 Opposed
Planning & Zoning Recommendation: Approval



Location Map



Legend

 Z-2021-15

Z-2021-15 ZONING MAP



Permitted Uses in MD Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

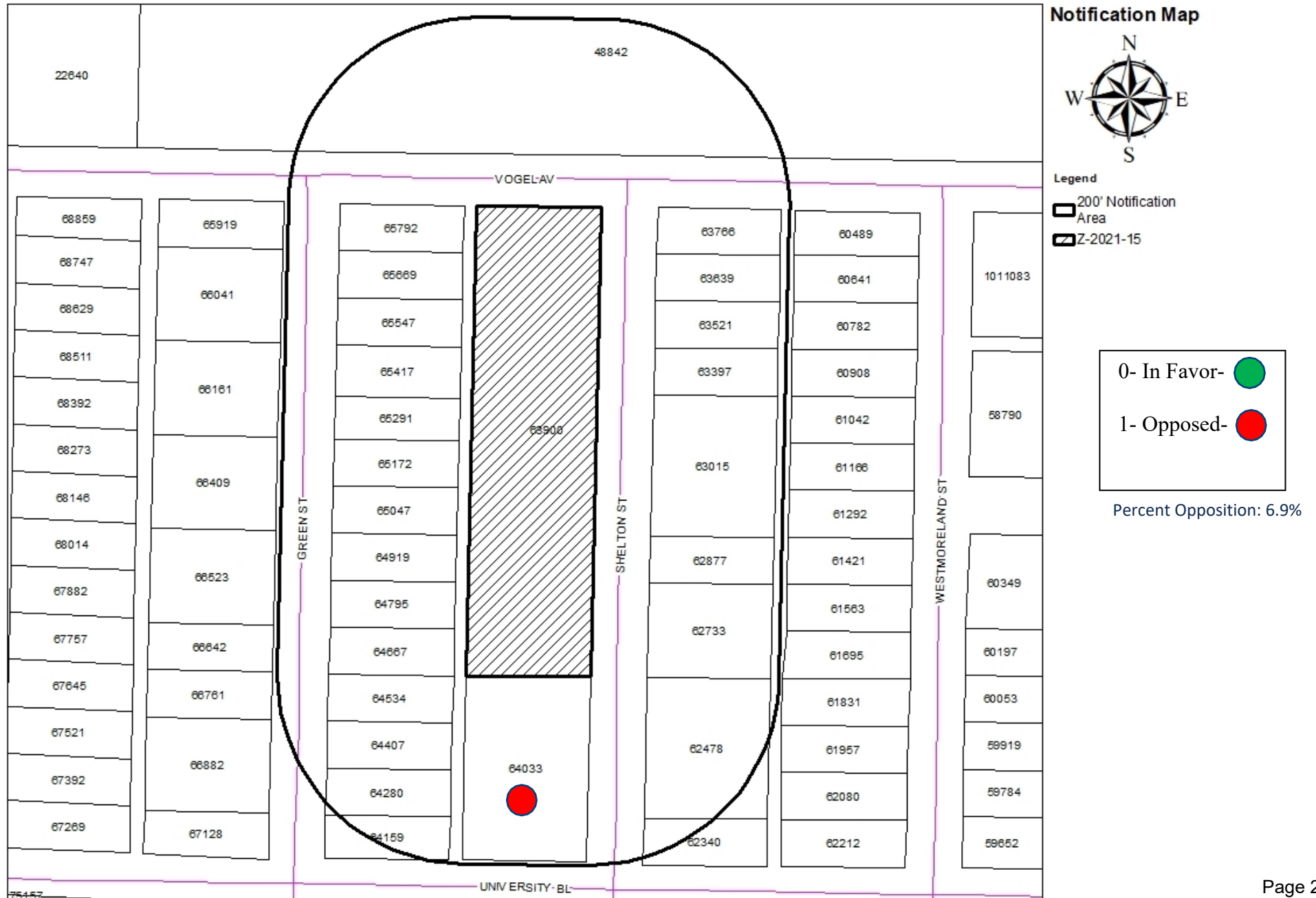
P
C
TP

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-2021-15 VIEWS OF SUBJECT & ADJACENT PROPERTIES



Z-2021-16 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 and Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Robert Hanna, City Manager

FROM: Cheryl Sawyers, Planning Services Manager

SUBJECT: **16. Ordinance (First Reading) Z-2021-16: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Weatherbee Construction Inc., Represented by Enprotec/Hibbs & Todd Inc., to Change Zoning from Residential Single-Family (RS-6) to a Residential Medium-Density (MD) District on 2.489 Acres of Vacant Land Bordering the 6100 Block (North Side) of Jennings Drive in Western Abilene and to Change Zoning from Planned Development District Number 111 (PD 111) to a Residential Medium-Density (MD) District on 0.8318 Acres of Vacant Land Having 40 Feet of Frontage on the 6200 Block (North Side) of Jennings Drive in Western Abilene (Cheryl Sawyers)**

GENERAL INFORMATION

The request is to rezone approximately 2.48 acres from Single Family Residential (RS-6) to Medium Density (MD) and change the zoning on an approximate 1.14-acre tract from Planned Development District 111 (PD 111) to Medium Density (MD).

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Z-2021-16 draft ordinance
2. Z-2021-16 Staff Report
3. Z-2021-16 Application
4. Z-2021-16 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 29th day of July, 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 19th day of June, 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 12th day of August, 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 12th day of August, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following two described tract(s), from Single Family Residential (RS6) and a portion of Planned Development District 111 (PDD-111) to a Medium Density (MD) District.

TRACT 1 (RS-6 to MD)

BEING a 2.6489 Acre Tract out of The J.H. Beck Survey NO. 42, City of Abilene, Taylor County, Texas. Said 2.6489-acre tract is more particularly described in metes and bounds as follows:

BEGINNING at a point for the southwest corner of this tract, where the southwest corner of the J. H. Beck Survey No. 42 bears 29.72/ S 00°33'30" W and 4657.94' S 89°58' W;

THENCE North 00 degrees 33 minutes 30 seconds East a distance of 110.00 feet to a point;

THENCE South 89 degrees 58 minutes 00 seconds West a distance of 30.00 feet to a point;

THENCE North 00 degrees 33 minutes 30 seconds East a distance of 125.00 feet to a point;

THENCE North 16 degrees 03 minutes 30 seconds East a distance of 135.00 feet to a point;

THENCE North 43 degrees 03 minutes 30 seconds East a distance of 115.00 feet to a point;

THENCE South 81 degrees 26 minutes 30 seconds East a distance of 236.13 feet to a point on the west boundary line of Section I, Monarch Addition, recorded in Cabinet I, Slide 399, Plat Records, Taylor County, Texas;

THENCE South 09 degrees 08 minutes 00 seconds West a distance of 144.72 feet to a point on the west boundary line of Section 2, Monarch Addition, recorded in Cabinet I, Slide 398, Plat Records, Taylor County, Texas;

THENCE South 29 degrees 32 minutes 15 seconds West a distance of 148.44 feet along the west boundary line of said Section 2, Monarch Addition, to a point;

THENCE South 00 degrees 06 minutes 45 seconds East a distance of 30.28 feet to a point, same being the northeast corner of 2223.6 sq. ft. parcel, recorded in Volume 2353, Page 77, Official Public Records, Taylor County, Texas;

THENCE North 88 degrees 33 minutes 13 seconds West a distance of 20.00 feet to a point, same being the northwest corner of said 2223.6 sq. ft. parcel;

THENCE South 01 degrees 26 minutes 47 seconds West a distance of 111.18 feet to a point, same being the southwest corner of said 2223.6 sq. ft. parcel, same being on the north boundary line of Jennings Drive;

THENCE South 89 degrees 49 minutes 14 seconds West along the north boundary line of Jennings Drive a distance of 202.76 feet to the Point of Beginning containing an area of 2.6489 acres. Not surveyed on the ground.

TRACT 2 (PD to MD)

BEING a 1.144 Acre Tract out of The J.H. Beck Survey NO. 42, City of Abilene, Taylor County, Texas. Said 1.144 acres tract is more particularly described in metes and bounds as follows:

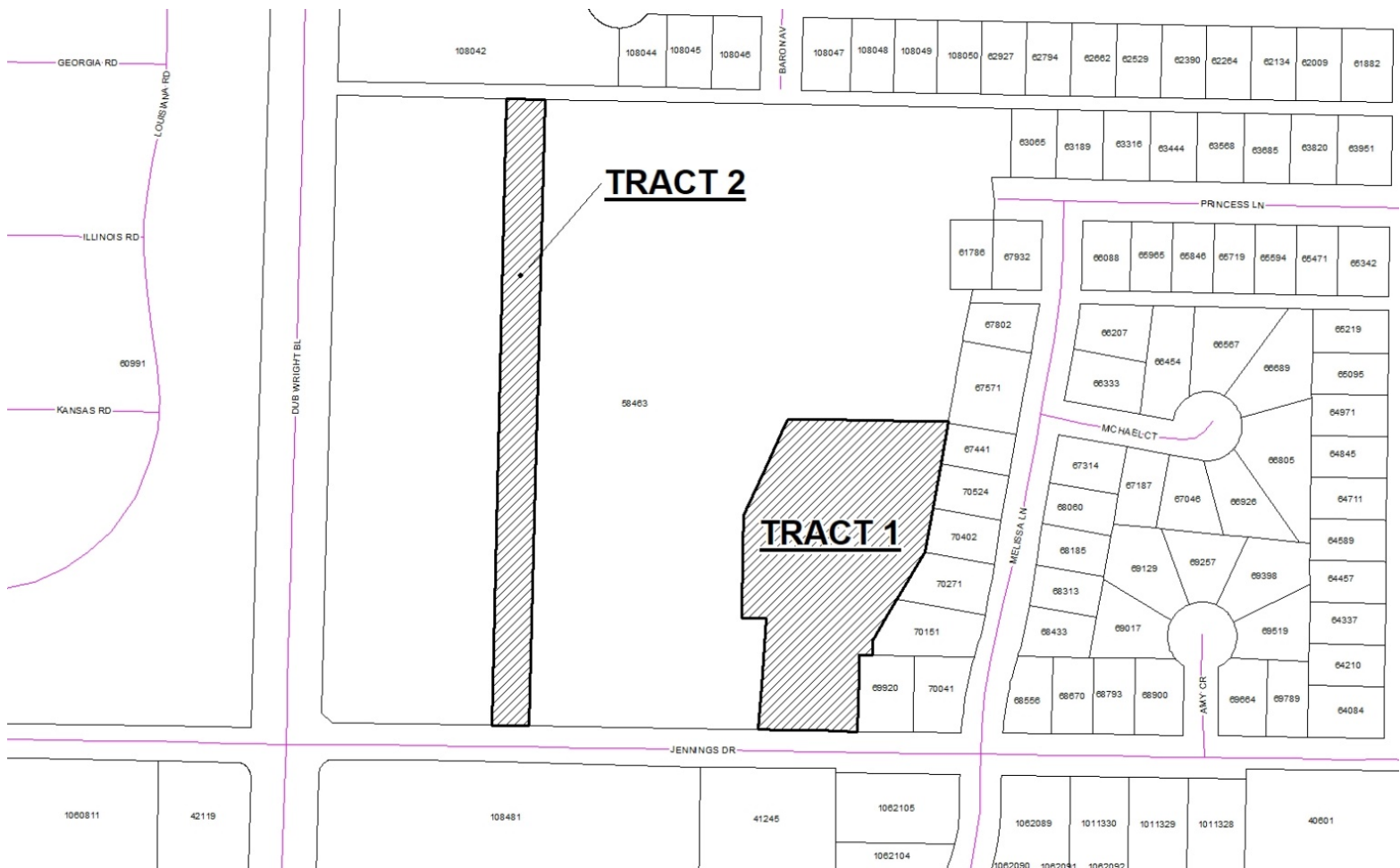
BEGINNING at a point for the northwest corner of this tract, where the southwest corner of Section 1, Sandy Creek Addition bears 245.00' N 88°52'08" W;

THENCE South 89 degrees 36 minutes 32 seconds East a distance of 55.00 feet to a point for the northeast corner of this tract;

THENCE South 00 degrees 49 minutes 22 seconds West a distance of 905.75 feet to a point on the north right-of-way of Jennings Drive for the southeast corner of this tract;

THENCE North 89 degrees 40 minutes 41 seconds West a distance of 55.00 feet along the north right-of-way of Jennings Drive to a point for the southwest corner of this tract;

THENCE North 00 degrees 49 minutes 22 seconds East a distance of 905.80 feet to the Point of Beginning containing an area of 1.144 acres. Not surveyed on the ground.



-END-

ZONING CASE Z-2021-16

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: July 6, 2021

City Council 1st Reading: July 29, 2021

City Council 2nd Reading: August 12, 2021

Applicant

Owner: Weatherbee Construction Inc.

Agent: Enprotec Hibbs & Todd (eHT)

Request

Rezone approximately 2.48 acres from Single Family Residential (RS-6) to Medium Density (MD) and change the zoning on an approximate 1.14-acre tract from Planned Development District 111 (PD 111) to Medium Density (MD).

Location

- 6100-6200 blocks (north side) of Jennings Drive in western Abilene
- Legal Description being a 2.6489 acre and 1.144-acre tract out of the J.H. Beck Survey No. 42 in the City of Abilene, Taylor County, Texas

Background

The subject properties were annexed in 1959. In 1982, the properties were rezoned to a mixture of RM-2, RM-3, and RS-6 zoning classifications (Ordinance No. 127-1982). In 2006, Planned Development District 111 (PDD-111) was adopted by City Council (Ordinance No. 35-2006). This PD rezoned a portion of what was previously RM-3 (now classified as Medium Density (MD)) to a Planned Development District that is intended to promote office uses near the intersection of a major arterial road (Dub Wright Boulevard) and collector road (Jennings Drive). The subject properties have remained vacant. The applicant is requesting to rezone a portion of the Planned Development as well as the remaining RS-6 portion from the initial zone change in 1982 to Medium Density in order to construct traditional duplexes.

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. The land uses surrounding the 2.64-acre RS-6 portion of this request are as follows; north and west is vacant property within MD zoning. South of this portion of the request is a single-family residence within AO zoning as well as a subdivision of duplexes within MD zoning. Immediately east are existing single-family residences within RS-6 zoning.

The land uses surrounding the 1.14-acre PD portion of this request are as follows; north is existing single-family residences within RS-6 zoning. West of the property is vacant land within Planned Development 111 (PD 111); a PD intended to encourage office uses. Immediately east is vacant land that is within MD zoning. South of the subject property is vacant land within a Planned Development (PD 106); this PD is intended to promote uses that are ordinarily allowed within Neighborhood Retail and General Retail zoning.

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 this area to have a mixture of single family and multi-family land uses. The amendment to the zoning map to Medium Density (MD) will promote the Comprehensive Plan's objective of creating a mixture of housing types within developing neighborhoods. This zone change will provide residential opportunities for a wide variety of people. Healthy neighborhoods should include housing for individuals and families in different stages of life.

(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.

The two subject properties abut existing Medium Density (MD) zoning. This zone change would expand the extent of the existing Medium Density zoning. Additionally, south of Jennings Drive is an existing subdivision known as the Cordova Place Subdivision. This subdivision is comprised of twenty (20) two-family residences. Therefore, the rezoning to Medium Density along with any future duplex development that will result from this change in zoning will not appear out of character with the surrounding residential uses in the immediate area. Additionally, the medium density zoning district would serve as an effective "buffer" or transitional zoning district between Planned Development District 111 (PDD-111); a planned development intended to encourage commercial uses along Dub Wright Boulevard and the single-family residential zoning districts immediately east of 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 future development of the subject properties will likely necessitate the extension of water or sewer utilities to service the future subdivision.

(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 June 19, 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

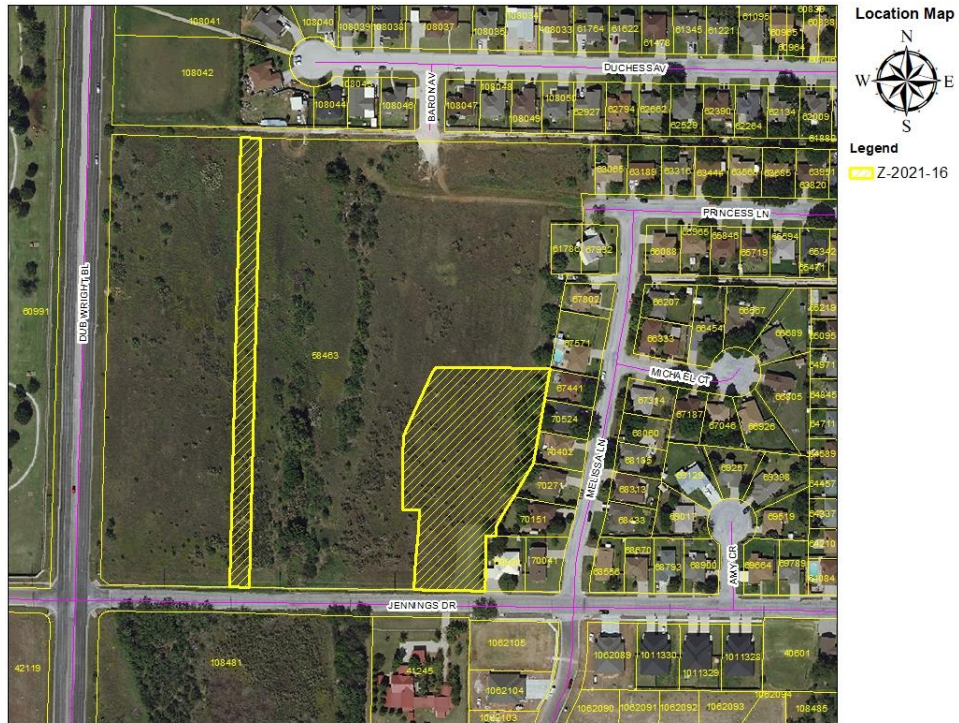
Owner	Parcel ID	Response
B R FOREST ENTERPRISES LLC	1062105	
B R FOREST ENTERPRISES LLC	1062104	
BANDORA JOHN &	67441	
BELCH MICHAEL O & DEBORAH A	108045	
BURD SKYLA	70041	Opposed
CARRANZA ANDRES	70402	
CHMIELEWSKI CHARITY	67571	
CLARK CLIFFORD E & FARRAH ANN	68313	
CLARK JAMES RONALD & YONG C	41245	
COPELAND DANIEL WAYNE	70524	
ENRIQUEZ HENRY JR	67314	
GARCIA STEVEN R & REBECCA W	68556	
GARZA RUDY & SAMANTHA	108041	
GOLDEN DYLAN	67802	
MARCHI RYAN M & RENEE E	68060	Opposed
MARCHI RYAN M & RENEE E	68185	Opposed
MC GOWAN ROBERT J & HUONG T	70151	Opposed
NORRIS MELVIN L & PASTY M	66333	
PENDLEY JAMES D & MARY T	69920	
PETTIFORD MICHAEL GERARD &	108044	
ROBINSON BARBARA	61786	In favor
SCHULDT EVAN	68433	
STUART JAMES M	70271	
WEATHERBEE CONSTRUCTION INC	58463	
WEATHERBEE GLENN	108481	
WILCOX RANDALL L & BUARONG	108042	

Attachments

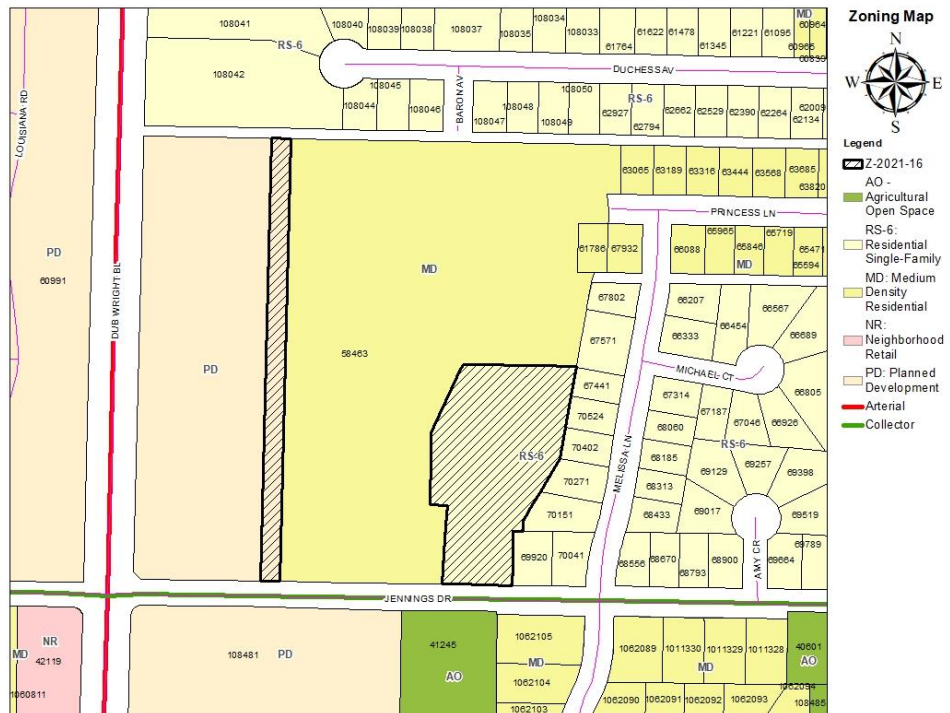
Application

PowerPoint Presentation

LOCATION MAP



ZONING MAP



ORDINANCE NO. 127-1982

AN ORDINANCE AMENDING CHAPTER 23, "PLANNING AND COMMUNITY DEVELOPMENT," SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES, AS DESCRIBED BELOW; DECLARING A PENALTY, AND CALLING A PUBLIC HEARING.

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

PART 1: That Chapter 23, Subpart E, known as the Zoning Ordinance 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 Two Hundred Dollars (\$200.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 9 day of September, A.D. 19 82.

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 5 day of September, 19 82, 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 9:00 a.m., on the 23 day of September, 19 82, 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 28 day of October, A.D. 19 82.

ATTEST:

Ruth Hodgin
CITY SECRETARY

[Signature]
MAYOR

APPROVED:

[Signature]
CITY ATTORNEY

9d-8

ORDINANCE NO. 127-1982

EXHIBIT "A"

From AO (Agricultural Open Space) to RM-3, RM-2 & RS-6 (Residential Multi-Family & Residential Single Family)

Legal Description:

Proposed RM-3:

BEING 19.40 acres out of J. H. Beck Survey No. 42, Abilene, Taylor County, Texas, and being described by metes and bounds as follows:

BEGINNING at a point for the SW corner, from whence the SW corner of J. H. Beck Survey No. 42 bears S 0°33'30" W 29.72 feet and S 89°58' W 4277.94 feet;

THENCE N 0°33'30" E 981.7 feet to a point for the NW corner;

THENCE S 89°51' E 1327.6 feet to a point for the NE corner;

THENCE S 0°20' E 977.39 feet to a point for the SE corner;

THENCE S 89°58' W 110.0 feet to a point;

THENCE N 0°20' W 599.5 feet to a point;

THENCE S 89°33'30" W 199.9 feet to a point;

THENCE S 59°33'30" W 25.0 feet to a point;

THENCE N 71°56'30" W 120.0 feet to a point;

THENCE N 84°26'30" W 60.0 feet to a point;

THENCE N 71°26'30" W 100.0 feet to a point;

THENCE S 10°03'30" W 250.0 feet to a point;

THENCE N 81°26'30" W 230.0 feet to a point;

THENCE S 43°03'30" W 115.0 feet to a point;

THENCE S 16°03'30" W 135.0 feet to a point;

THENCE S 0°33'30" W 125.0 feet to a point;

THENCE N 89°58' E 30.0 feet to a point;

THENCE S 0°33'30" W 110.0 feet to a point;

THENCE S 89°58' W 380.0 feet to the POINT OF BEGINNING, and containing 19.40 acres of land, more or less.

9d-9

Proposed RM-2

BEING 4.72 acres out of a 45.06 acre tract out of the J. H. Beck Survey No. 42, Abilene, Taylor County, Texas, and being described by metes and bounds as follows:

BEGINNING at a point on the south boundary line of Jennings Drive for the SW corner of this tract, said point also being the SE corner of Dyess Air Force Base, from which the SW corner of said J. H. Beck Survey No. 42 bears South 32.04 feet and West 3986.23 feet;

THENCE N 0°33'30" E more or less along the east boundary line of said Dyess Air Force Base 1194.86 feet to a point for the NW corner of this tract;

THENCE S 89°51' E 172.0 feet to a point on the west boundary line of a proposed Vapor Trail for the NE corner of this tract;

THENCE S 0°33'30" W along the proposed west boundary line of Vapor Trail 1194.31 feet to a point on the north boundary line of Jennings Drive for the SE corner of this tract;

THENCE S 89°58' W along the north boundary line of Jennings Drive 172.0 feet to the POINT OF BEGINNING, and containing 4.72 acres of land, more or less

and

BEING 6.39 acres out 45.06 acre tract out of the J. H. Beck Survey No. 42, Abilene, Taylor County, Texas, and being described by metes and bounds as follows:

BEGINNING at a point on the west boundary line of Bishop Road for the NE corner of said 45.06 acre tract and the SE corner of Section 1, Texas Place Addition for the NE corner of this tract, from which the SW corner of said J. H. Beck Survey No. 42 bears South 1222.61 feet and West 5614.13 feet;

THENCE S 0°20' E along the west boundary line of Bishop Road 210 feet to a point for the SE corner of this tract;

THENCE N 89°51' W along the south boundary line of a proposed street 1327.53 feet to a point on the east boundary line of proposed Vapor Trail for the SW corner of this tract;

THENCE N 0°33'30" E along the east boundary line of proposed Vapor Trail 210 feet to a point on the south boundary line of Texas Place for the NW corner of this tract;

THENCE S 89°51' E along the south boundary line of Texas Place Addition 1324.26 feet to the POINT OF BEGINNING, and containing 6.39 acres of land, more or less.

9d-10

305

Proposed RS-6

BEING 10.62 acres out of J. H. Beck Survey No. 42, Abilene, Taylor County, Texas,
and being described by metes and bounds as follows:

BEGINNING at a point for the SW corner, from whence the SW corner of J. H. Beck Survey No. 42 bears S 0°33'30" W 29.72 feet and S 89°58' W 4657.94 feet;

THENCE N 0°33'30" E 110.0 feet to a point;

THENCE S 89°58' W 30.0 feet to a point;

THENCE N 0°33'30" E 125.0 feet to a point;

THENCE N 16°03'30" E 135.0 feet to a point;

THENCE N 43°03'30" E 115.0 feet to a point;

THENCE S 81°26'30" E 230.0 feet to a point;

THENCE N 10°03'30" E 250.0 feet to a point;

THENCE S 71°26'30" E 100.0 feet to a point;

THENCE S 84°26'30" E 60.0 feet to a point;

THENCE S 71°56'30" E 120.0 feet to a point;

THENCE N 59°33'30" E 25.0 feet to a point;

THENCE N 89°33'30" E 199.9 feet to a point for the NE corner;

THENCE S 0°20' E 599.5 feet to a point for the SE corner;

THENCE S 89°58' W 852.8 feet to the POINT OF BEGINNING, and containing 10.62 acres of land, more or less.

Location:

Bishop Road & Jennings Drive

-END-

9d-11

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE, CONCERNING PDD-111 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 Chapter 23, Subpart E, known as the Zoning Ordinance 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 27th day of July A.D. 2006.

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 14th day of June, 2006, 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 10th day of August, 2006, 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.

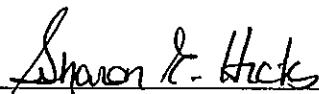
PASSED ON SECOND AND FINAL READING THIS 10th day of August, A.D. 2006.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY

ORDINANCE NO. 35-2006

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 District 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 District and are hereby incorporated by reference and included as part of this ordinance.

All use and development within the Planned Development District 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 District shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Subpart E, Abilene Municipal Code, known as the Zoning Ordinance of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From RM-2 (Multi-family Residential) and RM-3 (Multi-family Residential) District to PDD (Planned Development 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.

PART 5: Legal Description. The legal description of this PDD is as follows:

Being all of that certain lot, tract, or parcel of land out of the south one-half of a 320-acre tract of land, off the west end of the J.H. Beck Survey No. 42 and being out of a 24.596-acre tract of land conveyed to Weatherbee Construction, Inc., recorded in Volume 3090, Page 832, Official Public Records, Taylor County, Texas and being more particularly described as follows:

BEGINNING at a point for corner, said point being the southwest corner of Section 1, Sandy Creek Village Addition, Abilene, Taylor County, Texas; said point also being on the east right-of-way of FM 3438.

THENCE South 0 degrees 49 minutes 22 seconds West along the east right-of-way of FM 3438, a distance of 890.38 feet to a point for corner being the intersection of the east right-of-way of FM 3438 and the north right-of-way of Jennings Drive;

THENCE South 44 degrees 06 minutes 36 seconds East along said east right-of-way of FM 3438 and the north right-of-way line of Jennings Drive a distance of 21.41 feet to a point for corner;

THENCE South 89 degrees 51 minutes 57 seconds East along the north line of Jennings Drive a distance of 285.10 feet to a point for corner;

THENCE North 0 degrees 49 minutes 22 seconds East a distance of 905.75 feet to a point for corner on the south line of Section 1, Sandy Creek Village Addition;

THENCE North 89 degrees 36 minutes 32 seconds West along the south line of Section 1, Sandy Creek Village Addition, a distance of 300.0 feet to the place of beginning containing 6.23 acres of land.

Location:

Northeast corner of Jennings Drive and Dub Wright Boulevard

PART 6: Purpose. The purpose of the Planned Development District (PDD) request is to allow for an office development and related activities of a tract, which generally has not developed under present zoning and development procedures.

PART 7: Specific Modifications. The following regulations shall govern the use and development of this Planned Development District.

A. PERMITTED USES:

All uses permitted in the Office Zoning District.

B. SITE DEVELOPMENT

1. Building Setbacks

- a. If parking is placed between the structure and the right-of-way (excluding single-family residences):
 - (1) Along Dub Wright Boulevard: 30 feet
 - (2) Along Jennings Drive: 30 feet
 - (3) Along any new streets dedicated after the date of this ordinance: 25 feet
 - (4) Eastern PDD boundary: 20 feet
 - (5) All interior setbacks within the PDD: 10 feet
- b. If parking is not placed between the structure and the right-of-way (excluding single-family residences):
 - (1) Along Dub Wright Boulevard: 20 feet
 - (2) Along Jennings Drive: 10 feet
 - (4) Along any new streets dedicated after the date of this ordinance: 10 feet
 - (5) Eastern PDD boundary: 20 feet
 - (6) All interior setbacks within the PDD: 10 feet
- c. In no case shall structures be placed within the triangle created by measuring 25 feet along the property lines where two street-side boundaries intersect. This area shall be developed in such a way to preserve visibility for vehicles in the right-of-way.
- d. Single-family residences and duplexes shall comply with the design standards of the RS-6 Zoning District.

2. Maximum Structure Height: 30'

3. Building Materials (does not apply to single-family residences or duplexes):

- a. A minimum of 20% of the exterior face of all structures shall be composed of brick, stone, or similar materials.
- b. The remaining area of the building face shall be limited to glass, stucco, stucco-like finishes, decorative block, or other similar materials.
- c. Elevation plans shall be submitted with the Site Plan for review and approval by the Planning Director. Any variation from the materials listed above will be subject to review and may be permissible at the discretion of the Planning Director.

4. Off-street parking:

- a. All parking areas shall comply with the provisions specified in the Zoning Ordinance.
- b. Truck loading areas shall be screened from street-side lot boundaries, residential zoning districts, and any properties within the PDD that are developed with single-family or multi-family residences by an opaque wall or barrier constructed of solid materials compatible with the exterior face of the building. Such screening areas shall extend the full length of the loading areas, exclusive of maneuvering areas for trucks.

5. Driveway Access

- a. No more than two driveways shall be permitted along Dub Wright Boulevard and one driveway along Jennings Drive.
- b. The driveway along Jennings Drive shall be a minimum of 150 feet from the intersection of Dub Wright Boulevard. It shall be separated from the nearest driveway on either side of the roadway by a minimum of 100 feet, unless it is located directly across from an existing driveway.
- c. Driveways shall comply with the City of Abilene or State of Texas access management regulations, whichever is applicable.
- d. Internal circulation of vehicular and pedestrian traffic shall be required within the development.

6. Signage

Signs shall comply with the City of Abilene Sign Regulations except as modified below:

- a. Freestanding/Monument Signs:
 - (1) Group Signs: Two (2) group monument signs may be erected along Dub Wright Boulevard and one (1) group monument sign may be erected along Jennings Drive with the following limitations:
 - 1. Maximum height: 10 feet
 - 2. Maximum area: 80 square feet
 - 3. Setback from street-side boundary: 5 feet
 - 4. Minimum spacing between signs: 300 feet
- b. Wall Signs
 - Wall signage may not exceed 10% of the area of any wall on which the sign(s) is(are) located and must be attached to a permitted structure.
- c. Banners
 - (1) Banners shall only be located flat against the face of a building and shall count toward the maximum allowable wall signage.
- d. Illumination shall only be permitted if it is fully shielded away from residential uses.
- e. Prohibited Signs
 - (1) Portable Signs
 - (2) Off-site Advertising

7. Screening

- a. The development must provide and maintain a visual buffer using a solid wood fence, masonry wall, or continuous hedge at least six (6) feet in height along the full length of any shared property line separating multi-family or non-residential development from single-family homes or duplexes. Where the shared property line is the side boundary of the residential lot, any fencing shall conform to the height standards required for residential fencing to allow proper visibility for residents of the adjacent lot. Continuous screening must utilize a consistent design for the full length. Openings for pedestrian access are allowable.
- b. Any additional fencing on site must be constructed from wood and/or masonry materials.
- c. Where a fence is adjacent to, or visible from, a residential lot or public right-of-way, other than an alley, the finished side of wood fencing must face the right-of-way or the residential lot.
- d. Facilities for power, air conditioning, mechanical equipment, and solid waste handling shall be screened from view outside the tract in question by an opaque wall or fence.

8. Landscaping and Buffers

- a. Where fences are utilized (in lieu of a continuous hedge) to fulfill the screening requirements as stated in Part 7.B.7.a, an additional 5-foot wide landscaped area shall be provided along the full length of the fence.
- b. A minimum 10-foot wide landscaped area shall be provided along all street-side boundaries within the PDD. The landscaped area shall be located entirely on private property.
- c. In addition to the landscaped strip along the street-side boundaries, no less than five (5) percent of the remaining lot area shall be landscaped. The remaining area shall be calculated by subtracting the area of the required street-side landscaped strip from the total lot area. The 5-foot wide landscaped area listed in Part 7.B.8.a above may count toward the 5% total.
- d. Parking and maneuvering areas adjacent to landscaped areas must be separated by a curb or similar barrier.
- e. Landscaping within the required 10-foot wide strip must consist of living materials and shall include at least 2 trees and 4 shrubs per 60 linear feet of required landscape area.
- f. Landscaping within the remaining required area must consist of living materials and shall include at least 2 trees and 4 shrubs per 1000 square feet of landscape area.
- g. Xeriscape principles shall be utilized.
- h. All parkways shall be landscaped.

9. Sidewalks

- a. Sidewalks are required along all public streets and must be placed in the right-of-way a minimum of one (1) foot from the property line and no less than five (5) feet from the back of curb or edge of pavement along arterials and no less than three (3) feet from the back of curb or edge of pavement along collectors and minor streets.
- b. Internal sidewalks and walkways are required to connect the boundary sidewalks with the primary entrances of all buildings. Sidewalks should be designed to promote safe pedestrian routes within the development.
- c. All sidewalks along public streets must be a minimum of five (5) feet wide.
- d. All internal sidewalks must be a minimum of four (4) feet wide.
- e. All sidewalks must comply with the standards set forth in the City of Abilene Sidewalk Master Plan and the Texas Accessibility Standards.

10. Outdoor Storage and Display are prohibited.

11. Freight Containers are prohibited.

12. Lighting: All site lighting shall comply with the performance standards governing exterior illumination in the City of Abilene Zoning Ordinance. Additionally, all lighting shall be fully shielded and directed away from residential areas.

PART 8: Development Schedule. If a building permit is not approved within 18 months of the date of this ordinance, the Planning Director may initiate rezoning of the PDD to the previous zoning designations.

-END-

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

JUN 30 PM 4:51

CASE #: Z-2021-16

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: MC GOWAN ROBERT J & HUONG T
Parcel I.D.: 70151
Address: 2734 MELISSA LN

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:

Robert J McGowan
Huong T McGowan

CASE #: Z-2021-16

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

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

Name: BURD SKYLA
Parcel I.D.: 70041
Address: 6102 JENNINGS DR

Email: planning@abilenetx.gov

RECEIVED
JUL 08 2021
PLANNING

I am in favor ☐

I am opposed ☒

Additional Comments:

Strongly opposed!

Signature: _____

Skyla Burd

CASE #: Z-2021-16

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

Name: MARCHI RYAN M & RENEE E
Parcel I.D.: 68185
Address: 2717 MELISSA LN

Email: planning@abilenetx.gov

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

I am in favor ☐
Additional Comments

I am opposed ☒

Signature: Renee Marchi



CASE #: Z-2021-16

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

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

I am in favor of _____
Additional Comments: _____

I am opposed ☒

Name: MARCHI RYAN M & RENEE E
Parcel I.D.: 68060
Address: 2709 MELISSA LN

Email: planning@abilenetx.gov

Signature: _____

Renee M Marchi



CASE #: Z-2021-16

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

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

Name: ROBINSON BARBARA

Parcel I.D.: 61786

Address: 2126 Melissa Ln
Abilene, Tx. 79606
Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature: Barbara J. Robinson

RECEIVED
JUL 08 2021
PLANNING



Development Application

Planning

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

Project Name: Sandy Creek Village
Address: _____ No. of lots: _____ Acreage: 3.4 Acs
Legal Description: Attached
Subdivision Name: _____ Block: _____ Lot: _____
Current Zoning: RS 6 si PD Proposed Zoning (if applicable): MD

OWNER AND AUTHORIZATION

Owner Name: Weatherbee Construction
Address: 11 Wing Fort
City, State, Zip: Abilene, Tex 79606 Fax: _____
Phone: (325) 665-1815 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) EHT will act as my agent before the Planning and Zoning Commission.

Agent Name: EHT - David Todd
Address: 402 Cedar
City, State, Zip: Abilene, Tex 79601 Fax: _____
Phone: (325) 690-5560 Email: david.todd@e-hf.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: [Signature] Date: 5/25/21

FOR OFFICE USE ONLY

Received: _____ Fee: \$ _____ Receipt No.: _____
Case No.: 2-2021-16 Reviewed By: _____

**FIELD NOTES
FOR RS-6 TO MD ZONING
A 2.6489 ACRE TRACT
OUT OF
THE J. H. BECK SURVEY NO. 42
ABILENE, TAYLOR COUNTY, TEXAS**

BEGINNING at a point for the southwest corner of this tract, where the southwest corner of the J. H. Beck Survey No. 42 bears 29.72/ S 00°33'30" W and 4657.94' S 89°58' W;

THENCE North 00 degrees 33 minutes 30 seconds East a distance of 110.00 feet to a point;

THENCE South 89 degrees 58 minutes 00 seconds West a distance of 30.00 feet to a point;

THENCE North 00 degrees 33 minutes 30 seconds East a distance of 125.00 feet to a point;

THENCE North 16 degrees 03 minutes 30 seconds East a distance of 135.00 feet to a point;

THENCE North 43 degrees 03 minutes 30 seconds East a distance of 115.00 feet to a point;

THENCE South 81 degrees 26 minutes 30 seconds East a distance of 236.13 feet to a point on the west boundary line of Section 1, Monarch Addition, recorded in Cabinet 1, Slide 399, Plat Records, Taylor County, Texas;

THENCE South 09 degrees 08 minutes 00 seconds West a distance of 144.72 feet to a point on the west boundary line of Section 2, Monarch Addition, recorded in Cabinet 1, Slide 398, Plat Records, Taylor County, Texas;

THENCE South 29 degrees 32 minutes 15 seconds West a distance of 148.44 feet along the west boundary line of said Section 2, Monarch Addition, to a point;

THENCE South 00 degrees 06 minutes 45 seconds East a distance of 30.28 feet to a point, same being the northeast corner of 2223.6 sq. ft. parcel, recorded in Volume 2353, Page 77, Official Public Records, Taylor County, Texas;

THENCE North 88 degrees 33 minutes 13 seconds West a distance of 20.00 feet to a point, same being the northwest corner of said 2223.6 sq. ft. parcel;

THENCE South 01 degrees 26 minutes 47 seconds West a distance of 111.18 feet to a point, same being the southwest corner of said 2223.6 sq. ft. parcel, same being on the north boundary line of Jennings Drive;

THENCE South 89 degrees 49 minutes 14 seconds West along the north boundary line of Jennings Drive a distance of 202.76 feet to the Point of Beginning containing an area of 2.6489 acres. Not surveyed on the ground.

**FIELD NOTES
FOR PD TO MD ZONING
A 1.144 ACRE TRACT
OUT OF
THE J. H. BECK SURVEY NO. 42
ABILENE, TAYLOR COUNTY, TEXAS**

BEING a 1.144 acre tract out of the south one-half (S/2) of a 320 acre tract of land, off the west end of the J. H. Beck Survey No. 42 and being out of a 24.596 acre tract of land conveyed to Weatherbee Construction, Inc., recorded in Volume 3090, Page 832, Official Public Records, Taylor County, Texas and being more particularly described as follows:

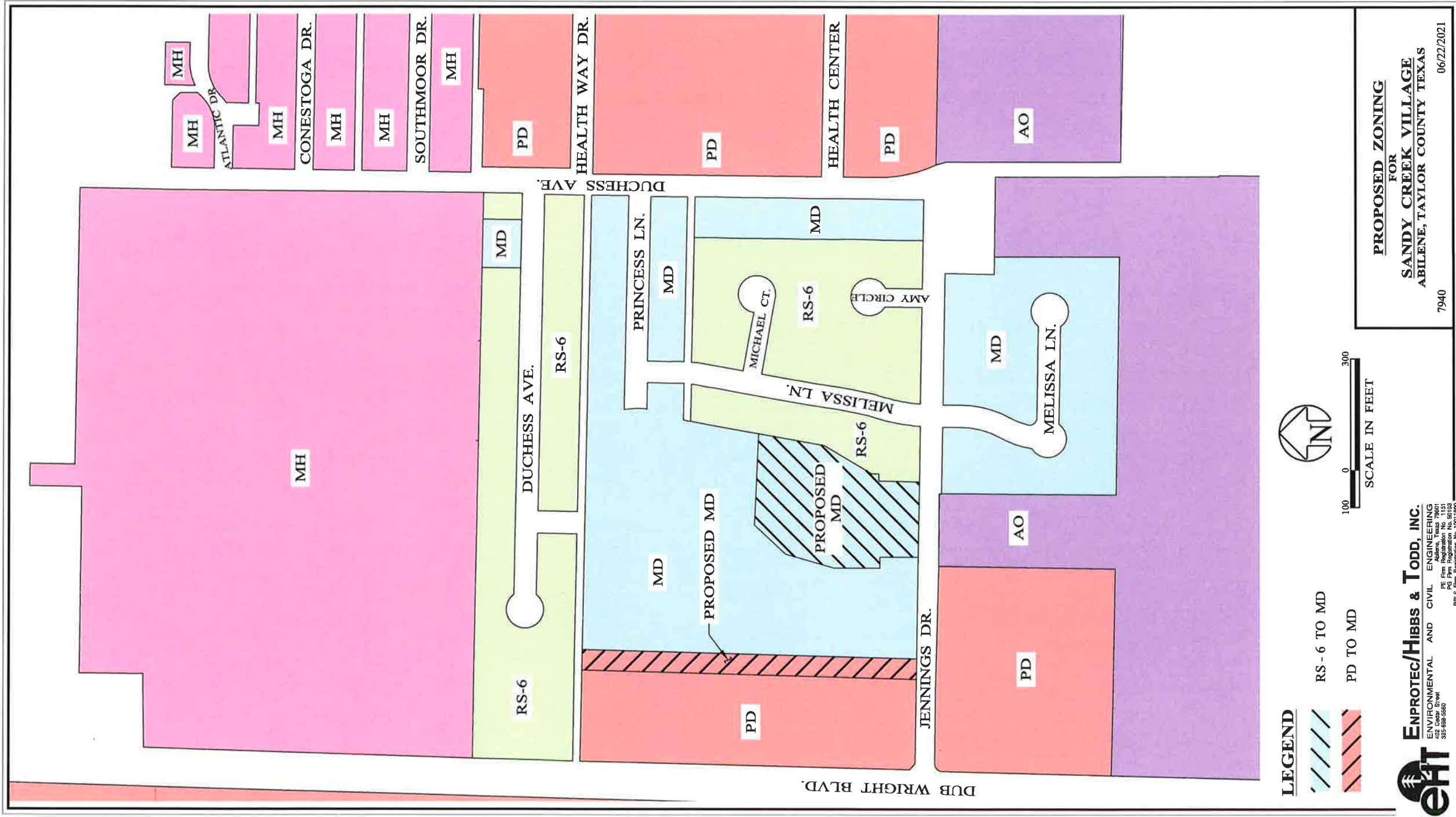
BEGINNING at a point for the northwest corner of this tract, where the southwest corner of Section 1, Sandy Creek Addition bears 245.00' N 88°52'08" W;

THENCE South 89 degrees 36 minutes 32 seconds East a distance of 55.00 feet to a point for the northeast corner of this tract;

THENCE South 00 degrees 49 minutes 22 seconds West a distance of 905.75 feet to a point on the north right-of-way of Jennings Drive for the southeast corner of this tract;

THENCE North 89 degrees 40 minutes 41 seconds West a distance of 55.00 feet along the north right-of-way of Jennings Drive to a point for the southwest corner of this tract;

THENCE North 00 degrees 49 minutes 22 seconds East a distance of 905.80 feet to the Point of Beginning containing an area of 1.144 acres. Not surveyed on the ground.



Case:	Z-2021-16
Owner:	Weatherbee Construction Inc.
Agent:	Enprotec Hibbs & Todd (eHT)
Request:	Rezone Residential Single-family (RS-6) and Planned Development District (PD 111) to Medium Density (MD)
Location:	6100-6200 blocks of Jennings Drive
Notification:	1 in Favor, 4 Opposed
Planning & Zoning Recommendation:	Approval

Z-2021-16 LOCATION MAP



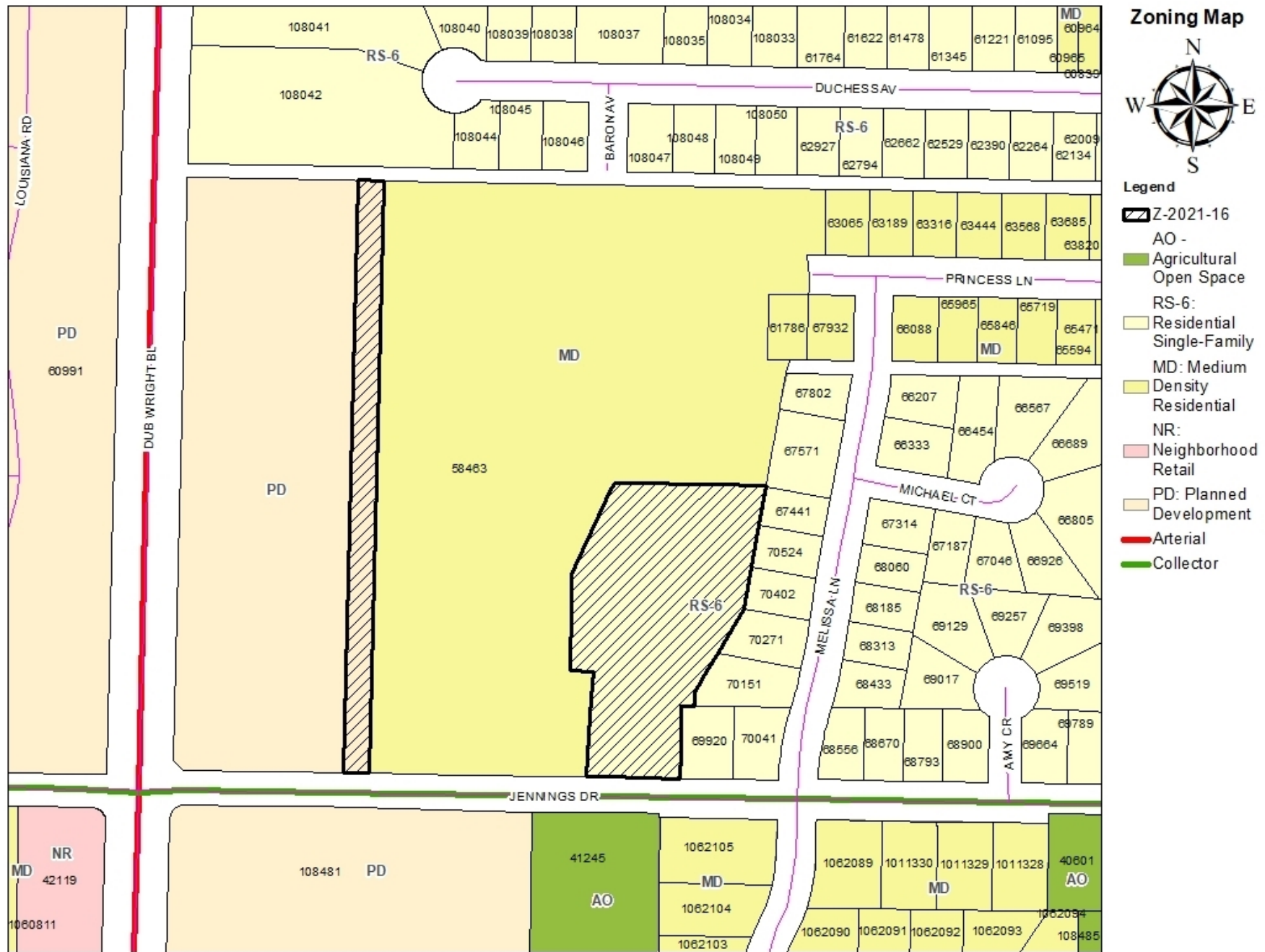
Location Map



Legend

 Z-2021-16

Z-2021-16 ZONING MAP



Permitted Uses in MD Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

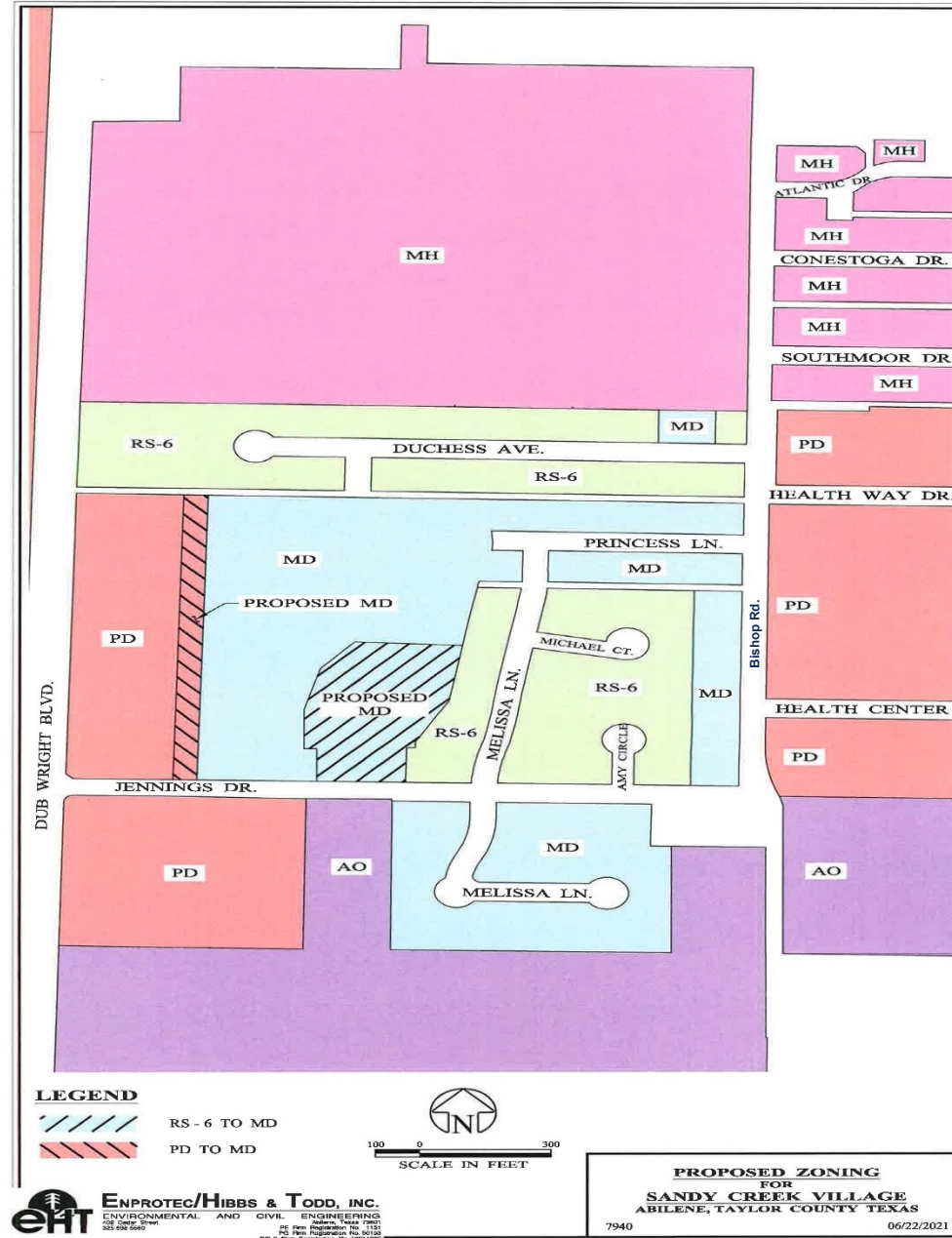
RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P
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





Subject property



West view of Jennings Drive

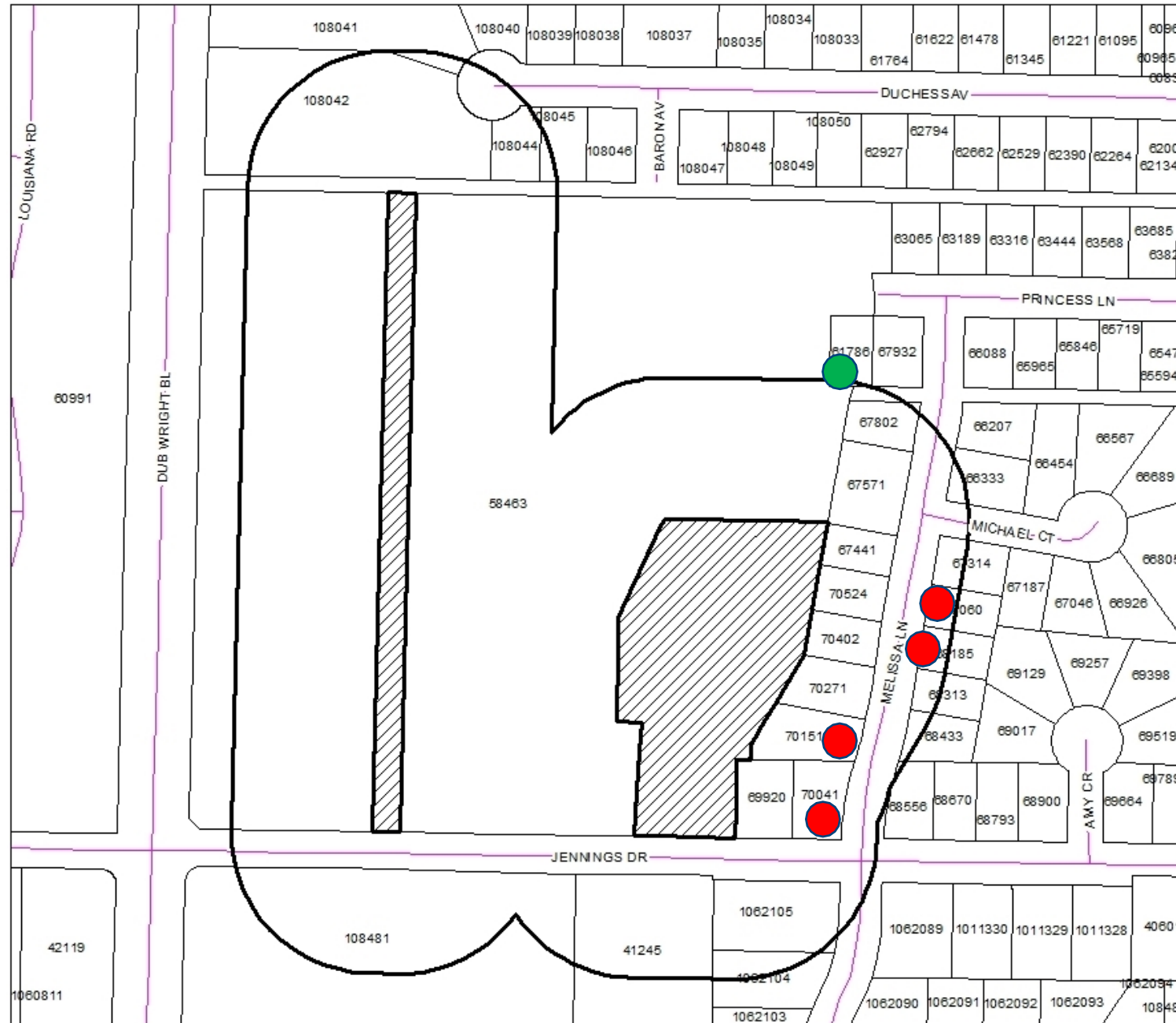


Neighboring property to the south

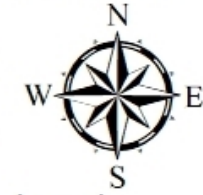


North view of Melissa Lane

Z-2021-16 NOTIFICATION AREA MAP



Notification Map



Legend

- 200'
- Notification Area
- Z-2021-16

- 1- In Favor- ●
- 4- Opposed- ●

Percent Opposition: 2.83%

- 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 and Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Robert Hanna, City Manager

FROM: Cheryl Sawyers, Planning Services Manager

SUBJECT: **17. Ordinance (First Reading) Z-2021-17: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Weatherbee Construction Inc., Represented by Enprotec/Hibbs & Todd Inc., to Change Zoning from Agricultural Open Space (AO) to a Residential Medium-Density (MD) District on Two Vacant Parcels Together Comprising 8.236 Acres Having a Combined 1375+ Feet of Frontage on the 2900-3100 Blocks (West Side) of Dub Wright Boulevard in Western Abilene and to Change Zoning from Agricultural Open Space (AO) to a Residential Single-Family (RS-6) District on a 2.618-Acre Parcel Having 250 Feet of Frontage on the 6500 Block (North Side) of Hampton Hills Street, as well as on a 5.225-Acre Parcel Having 250 Feet of Frontage on the 6500 Block (South Side) of Hampton Hills Street (Cheryl Sawyers)**

GENERAL INFORMATION

The request is to rezone approximately 8.23 acres combined from Agricultural Open Space (AO) to Medium Density (MD) and change the zoning on approximately 7.84 acres combined from Agricultural Open Space (AO) to Single-Family Residential (RS-6).

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Z-2021-17 draft ordinance
2. Z-2021-17 Staff Report
3. Z-2021-17 Application
4. Z-2021-17 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 29th day of July, 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 19th day of June, 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 12th day of August, 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 12th day of August, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following two described tract(s), from Agricultural Open (AO) to a combination of Medium Density (MD) and Single-Family Residential (RS-6).

TRACT 1 (AO to MD)

BEING a 2.808 Acre Tract out of The William Bishop Survey NO. 43, City of Abilene, Taylor County, Texas. Said 2.808-acre tract is more precisely described in metes and bounds as follows:

BEGINNING at a point on the north right of way of Hampton Hills Street for the southwest corner of this tract, where the southwest corner of the William Bishop Survey No. 43 bears 1002.41' S 15°29'47" W, same reference point being the southwest corner of said 21.158 acre tract;

THENCE North 00 degrees 03 minutes East a distance of 456.35' to a point for the northwest corner of this tract;

THENCE South 89 degrees 55 minutes 30 seconds East a distance of 270.35 feet to a found 3/8 inch iron rod on the west right of way of Dub Wright Boulevard for the northeast corner of this tract;

THENCE South 00 degrees 40 minutes West a distance of 456.75 feet along the west right of way of Dub Wright Boulevard to a point at the intersection of the on the north right of way of Hampton Hills Street and the west right of way of Dub Wright Boulevard;

THENCE North 89 degrees 55 minutes 30 seconds West along the on the north right of way of Hampton Hills Street a distance of 265.45 feet to the place of beginning containing an area of 2.808 acres. Not surveyed on the ground.

TRACT 2 (AO to MD)

BEING a 5.428 Acre Tract out of the William Bishop Survey NO. 43, City of Abilene, Taylor County, Texas. Said 5.428-acre tract is more precisely described in metes and bounds as follows:

BEGINNING at a point southwest corner of this tract, where the southwest corner of the William Bishop Survey No. 43 bears 250.00' N 89°05'36" W, same reference point being the southwest corner of said 21.158 acre tract;

THENCE North 00 degrees 03 minutes East a distance of 910.10' to a point on the south right of way of Hampton Hills Street for the northwest corner of this tract;

THENCE South 89 degrees 55 minutes 30 seconds East a distance of 264.80 feet along the north right of way of Hampton Hills Street to a point at the intersection of the on the south right of way of Hampton Hills Street and the west right of way of Dub Wright Boulevard for the northeast corner of this tract;

THENCE South 00 degrees 40 minutes West a distance of 909.70 feet along the west right of way of Dub Wright Boulevard to a found 3/8 inch iron rod on the south line of the William Bishop Survey No. 43;

THENCE North 89 degrees 55 minutes 30 seconds West a distance of 255.00 feet along the south line of the William Bishop Survey No. 43 to the place of beginning containing an area of 5.428 acres. Not surveyed on the ground.

TRACT 3 (AO to RS-6)

BEING a 5.225 Acre Tract out of The Williams Bishop Survey NO. 43, City of Abilene, Taylor County, Texas. Said 5.225-acre tract is more precisely described in metes and bounds as follows:

BEGINNING at a found 1/2 inch iron rod for the southwest corner of this tract, same being the southwest corner of the William Bishop Survey No. 43, same reference point being the southwest corner of said 21.158 acre tract;

THENCE North 00 degrees 03 minutes East a distance of 910.55' along the west line of the William Bishop Survey No. 43 to a point on the south right of way of Hampton Hills Street for the northwest corner of this tract;

THENCE South 89 degrees 55 minutes 30 seconds East a distance of 250.00 feet along the south right of way of Hampton Hills Street to a point for the northeast corner of this tract;

THENCE South 00 degrees 40 minutes West a distance of 910.10 feet to a point on the south line of the William Bishop Survey No. 43;

THENCE North 89 degrees 55 minutes 30 seconds West a distance of 250.00 feet to the place of beginning containing an area of 5.225 acres. Not surveyed on the ground.

TRACT 4 (AO to RS-6)

BEING a 2.618 Acre Tract out of The William Bishop Survey NO. 43, City of Abilene, Taylor County, Texas. Said 2.618-acre tract is more precisely described in metes and bounds as follows:

BEGINNING at a point on the north right of way of Hampton Hills Street for the southwest corner of this tract, where the southwest corner of the William Bishop Survey No. 43 bears 970.53' S 01°03'16" W, same reference point being the southwest corner of said 21.158 acre tract;

THENCE North 00 degrees 03 minutes East a distance of 456.00' along the west line of the William Bishop Survey No. 43 to a point for the northwest corner of this tract;

THENCE South 89 degrees 55 minutes 30 seconds East a distance of 250.00 feet to a point for the northeast corner of this tract;

THENCE South 00 degrees 40 minutes West a distance of 456.35 feet to a point on the north right of way of Hampton Hills Street;

THENCE North 89 degrees 55 minutes 30 seconds West a distance of 250.00 feet along the north right of way of Hampton Hills Street to the place of beginning containing an area of 2.618 acres. Not surveyed on the ground.



-END-

ZONING CASE Z-2021-17

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: July 6, 2021

City Council 1st Reading: July 29, 2021

City Council 2nd Reading: August 12, 2021

Applicant

Owner: Weatherbee Construction Inc.

Agent: Enprotec Hibbs & Todd (eHT)

Request

Rezone approximate 8.23 acres combined from Agricultural Open Space (AO) to Medium Density (MD) and change the zoning on approximate 7.84 acres combined from Agricultural Open Space (AO) to Single-Family Residential (RS-6)

Location

Medium Density (MD):

- 2900-3100 blocks (west side) of Dub Wright Boulevard in western Abilene
- Legal description being 2.808 acres and 5.428 acres out of William Bishop Survey No. 43 in Abilene, Taylor County, Texas

Single Family Residential (RS-6):

- Two tracts, each having approximately 250 feet of frontage in the 6500 blocks (north and south) side of Hampton Hills Street.
- Legal description being 2.618-acres and a 5.225-acres out of William Bishops Survey No. 43 in the City of Abilene, Taylor County, Texas

Background

The subject properties were annexed into the City of Abilene in 1986. These tracts of land have remained vacant since this time. The applicant is requesting to rezone these tracts of land in order to develop duplexes and single-family residences.

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. North of the subject properties are two vacant tracts of land; one zoned Medium Density and the other zoned Neighborhood Retail. South of the subject properties are vacant tracts of land within Agricultural Open Space (AO) zoning. Immediately east of the subject properties is Dub Wright Boulevard, a major arterial road; the property east of Dub Wright Boulevard is currently vacant and zoned Agricultural Open Space. West of the subject properties are residences within Single-Family Residential (RS-6) zoning.

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 this area to have a mixture of single-family and multi-family land uses. The amendment to the zoning map to Medium Density (MD), as well as Single-Family Residential (RS-6), will promote the Comprehensive Plan's objective of creating a mixture of housing types within developing neighborhoods. This zone change will provide residential opportunities for a wide variety of people.

(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 proposed single-family residential zoning will serve as a continuation of currently existing single-family residential land use immediately west of the subject properties. The medium density portion of this zone change request will serve as an appropriate "buffer" or transitional zoning between the single-family homes to the west and Dub Wright Boulevard.

(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 future development of the subject properties will necessitate the extension of water and/or sewer utilities to service the future subdivision. Additionally, the future development of the southernmost portion of these subject properties will trigger the public improvement and extension of Inverness Street, which is identified as a collector road in the City of Abilene's Thoroughfare Plan. This extension of Inverness Street will ultimately extend approximately 500-feet through this subject property and connect to Dub Wright Boulevard.

(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 June 19, 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
06 LEASING LLC	56796	
ADAMES RUMALDO	17954	
ARDOYNO JANET	53833	
BERUMEN JOSEPH	19608	
BODY WILLIAM A & LASHAUN D	19739	
COATS SHELBY SCOTT & AMANDA	22358	
DUBOULAY BRYAN & KENDRA	20543	
GAPASI MOISE M &	109159	
GOBIN AUSTIN A & MICAELA DAWN	20412	
GOBIN WALTER C JR	30480	
GOHLMANN LUCELLE M WARD	20276	
GREEN RICHARD D JR	109167	
JOHNSON NICOLE M & NICHOLAS W	19491	
JOHNSON RYAN M	20806	
KNIGHT ESTER G TRUST	30316	Opposed
LACHOWITZER JESSIE B REVOCABLE TR	22232	
LARVENZ DARBY & ALMA ADAME	30609	
LEGACY FUNERAL HOLDINGS LLC	41098	
LEMIEUX STEVEN K	27552	
LUKSIK SCOTT A	109158	
LYONS RODNEY A & GAIL L	15712	
MAILOTO KISONA JR	15835	
MAURER RANDALL	30736	
NAIL PATRICIA	983880	
NAIL PATRICIA	983882	
NECESSARY RANDAL E. JR &	109157	
OWEN AARON LAWRENCE &	24836	
PRADHAN RAMESH K &	20948	
SCOTT MICHAEL C & MARIA ANNA M	20136	
SHELTON CAROLYNN	1079125	
SHEPARD JUSTIN J	27425	
SLAUGHTER CHRISTOPHER D	20004	
VOSS CHERIE	109156	
WEATHERBEE CONSTRUCTION INC	1060811	
WEATHERBEE CONSTRUCTION INC	41097	
WEATHERBEE CONSTRUCTION INC	42119	
WEATHERBEE GLENN	108481	
WESTFALL MICHAEL & NINA	19870	
WINSLOW DEVAUN & BRANDI	20674	

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-2021-17

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.

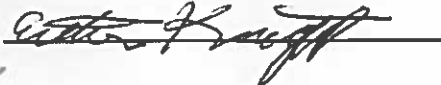
Name: KNIGHT ESTER G TRUST
Parcel I.D.: 30316
Address: 6601 INVERNESS ST

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

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: 

RECEIVED
JUL 08 2021
PLANNING



Development Application

Planning

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

Project Name: Hampton Hills
 Address: _____ No. of lots: _____ Acreage: 16 Acs
 Legal Description: Attached
 Subdivision Name: _____ Block: _____ Lot: _____
 Current Zoning: A0 Proposed Zoning (if applicable): RS-6 & MD

OWNER AND AUTHORIZATION

Owner Name: Weathersbee Construction
 Address: 11 Wing Fort
 City, State, Zip: Abilene, Tex Fax: _____
 Phone: (325) 665-1815 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) E&T will act as my agent before the Planning and Zoning Commission.

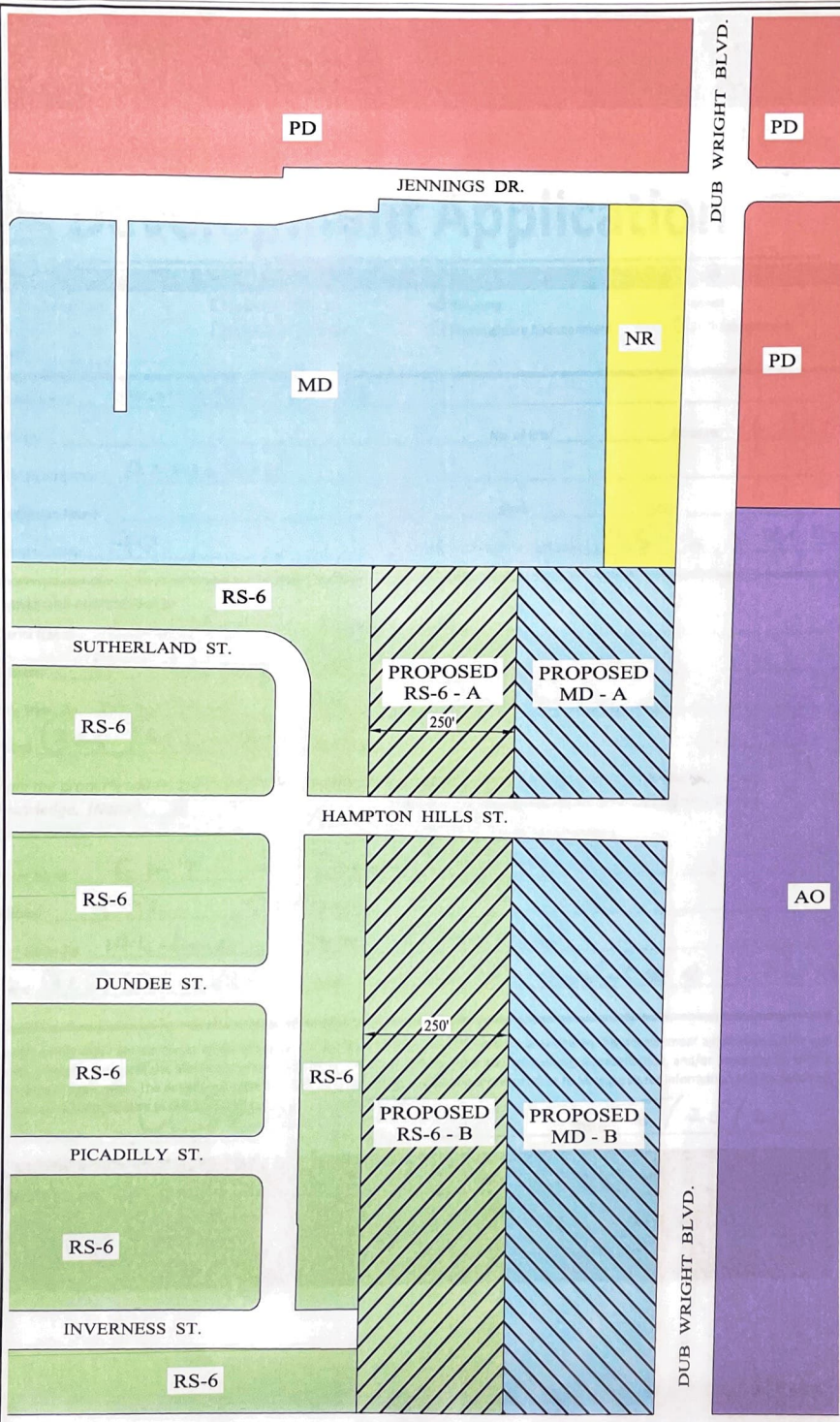
Agent Name: E&T - David Todd
 Address: 402 Cedar
 City, State, Zip: Abilene, Tex 79601 Fax: _____
 Phone: (325) 698-5560 Email: david.todd@e-et.com

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: [Signature] Date: 5/25/21

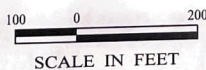
FOR OFFICE USE ONLY

Received: _____ Fee: \$ _____ Receipt No.: _____
 Case No.: Z-2021-17 Reviewed By: _____



LEGEND

-  AO TO RS-6
-  AO TO MD



PROPOSED ZONING
 FOR
HAMPTON HILLS SECTION 9
 ABILENE, TAYLOR COUNTY TEXAS

7939

05/25/2021



ENPROTEC/HIBBS & TODD, INC.
 ENVIRONMENTAL AND CIVIL ENGINEERING
 Address: Texas 79601
 PE: Pam Registration No. 1181
 PLS: Pam Registration No. 60162
 RPLS: Pam Registration No. 1001900

**FIELD NOTES
FOR MD ZONING
A 2.808 ACRE TRACT
OUT OF
THE WILLIAM BISHOP SURVEY NO. 43
ABILENE, TAYLOR COUNTY, TEXAS**

BEING a 2.808 acre tract out of the William Bishop Survey No. 43, Taylor County, Texas, same being out of a 21.158 acre tract recorded in Volume 2674, Page 241, Official Public Records, Taylor County, Texas, and being more particularly described as follows:

BEGINNING at a point on the north right of way of Hampton Hills Street for the southwest corner of this tract, where the southwest corner of the William Bishop Survey No. 43 bears 1002.41' S 15°29'47" W, same reference point being the southwest corner of said 21.158 acre tract;

THENCE North 00 degrees 03 minutes East a distance of 456.35' to a point for the northwest corner of this tract;

THENCE South 89 degrees 55 minutes 30 seconds East a distance of 270.35 feet to a found 3/8 inch iron rod on the west right of way of Dub Wright Boulevard for the northeast corner of this tract;

THENCE South 00 degrees 40 minutes West a distance of 456.75 feet along the west right of way of Dub Wright Boulevard to a point at the intersection of the on the north right of way of Hampton Hills Street and the west right of way of Dub Wright Boulevard;

THENCE North 89 degrees 55 minutes 30 seconds West along the on the north right of way of Hampton Hills Street a distance of 265.45 feet to the place of beginning containing an area of 2.808 acres. Not surveyed on the ground.

**FIELD NOTES
FOR MD-B ZONING
A 5.428 ACRE TRACT
OUT OF
THE WILLIAM BISHOP SURVEY NO. 43
ABILENE, TAYLOR COUNTY, TEXAS**

BEING a 5.428 acre tract out of the William Bishop Survey No. 43, Taylor County, Texas, same being out of a 21.158 acre tract recorded in Volume 2674, Page 241, Official Public Records, Taylor County, Texas, and being more particularly described as follows:

BEGINNING at a point southwest corner of this tract, where the southwest corner of the William Bishop Survey No. 43 bears 250.00' N 89°05'36" W, same reference point being the southwest corner of said 21.158 acre tract;

THENCE North 00 degrees 03 minutes East a distance of 910.10' to a point on the south right of way of Hampton Hills Street for the northwest corner of this tract;

THENCE South 89 degrees 55 minutes 30 seconds East a distance of 264.80 feet along the north right of way of Hampton Hills Street to a point at the intersection of the on the south right of way of Hampton Hills Street and the west right of way of Dub Wright Boulevard for the northeast corner of this tract;

THENCE South 00 degrees 40 minutes West a distance of 909.70 feet along the west right of way of Dub Wright Boulevard to a found 3/8 inch iron rod on the south line of the William Bishop Survey No. 43;

THENCE North 89 degrees 55 minutes 30 seconds West a distance of 255.00 feet along the south line of the William Bishop Survey No. 43 to the place of beginning containing an area of 5.428 acres. Not surveyed on the ground.

**FIELD NOTES
FOR RS-6-A ZONING
A 2.618 ACRE TRACT
OUT OF
THE WILLIAM BISHOP SURVEY NO. 43
ABILENE, TAYLOR COUNTY, TEXAS**

BEING a 2.618 acre tract out of the William Bishop Survey No. 43, Taylor County, Texas, same being out of a 21.158 acre tract recorded in Volume 2674, Page 241, Official Public Records, Taylor County, Texas, and being more particularly described as follows:

BEGINNING at a point on the north right of way of Hampton Hills Street for the southwest corner of this tract, where the southwest corner of the William Bishop Survey No. 43 bears 970.53' S 01°03'16" W, same reference point being the southwest corner of said 21.158 acre tract;

THENCE North 00 degrees 03 minutes East a distance of 456.00' along the west line of the William Bishop Survey No. 43 to a point for the northwest corner of this tract;

THENCE South 89 degrees 55 minutes 30 seconds East a distance of 250.00 feet to a point for the northeast corner of this tract;

THENCE South 00 degrees 40 minutes West a distance of 456.35 feet to a point on the north right of way of Hampton Hills Street;

THENCE North 89 degrees 55 minutes 30 seconds West a distance of 250.00 along the north right of way of Hampton Hills Street feet to the place of beginning containing an area of 2.618 acres. Not surveyed on the ground.

**FIELD NOTES
FOR RS-66-B ZONING
A 5.225 ACRE TRACT
OUT OF
THE WILLIAM BISHOP SURVEY NO. 43
ABILENE, TAYLOR COUNTY, TEXAS**

BEING a 5.225 acre tract out of the William Bishop Survey No. 43, Taylor County, Texas, same being out of a 21.158 acre tract recorded in Volume 2674, Page 241, Official Public Records, Taylor County, Texas, and being more particularly described as follows:

BEGINNING at a found 1/2 inch iron rod for the southwest corner of this tract, same being the southwest corner of the William Bishop Survey No. 43, same reference point being the southwest corner of said 21.158 acre tract;

THENCE North 00 degrees 03 minutes East a distance of 910.55' along the west line of the William Bishop Survey No. 43 to a point on the south right of way of Hampton Hills Street for the northwest corner of this tract;

THENCE South 89 degrees 55 minutes 30 seconds East a distance of 250.00 feet along the south right of way of Hampton Hills Street to a point for the northeast corner of this tract;

THENCE South 00 degrees 40 minutes West a distance of 910.10 feet to a point on the south line of the William Bishop Survey No. 43;

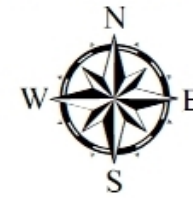
THENCE North 89 degrees 55 minutes 30 seconds West a distance of 250.00 feet to the place of beginning containing an area of 5.225 acres. Not surveyed on the ground.

Case:	Z-2021-17
Owner:	Weatherbee Construction Inc.
Agent:	Enprotec Hibbs & Todd (eHT)
Request:	Rezone Agricultural Open Space (AO) to Medium Density (MD) and Single-Family Residential (RS-6)
Location:	2900-3100 Blocks of Dub Wright Blvd and 6500 Blocks of Hampton Hills Street
Notification:	0 in Favor, 1 Opposed
Planning & Zoning Recommendation:	Approval

Z-2021-17 LOCATION MAP



Location Map



Legend

 Z-2021-17

Z-2021-17 ZONING MAP



Permitted Uses in MD Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

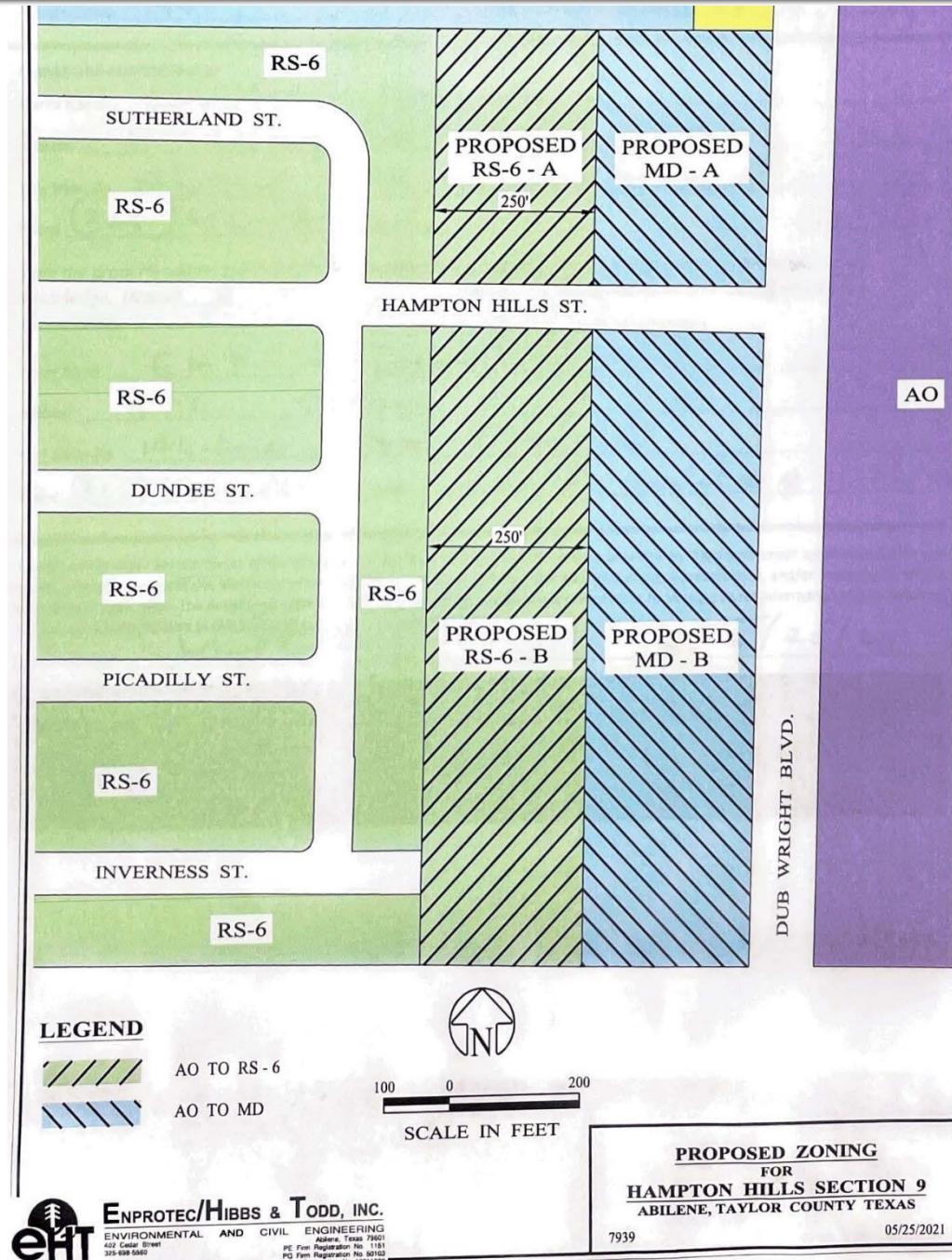
RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P
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





East view of Hampton Hills St.



North view of Dub Wright Blvd.



Subject property at Jennings Drive

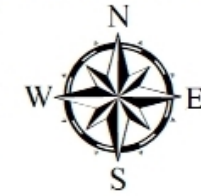


Jennings Drive

Z-2021-17 NOTIFICATION AREA MAP



Notification Map



Legend

- 200' Notification Area
- Z-2021-17

- 0- In Favor-
- 1- Opposed-

Percent Opposition: 0.002%

- 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 and Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Robert Hanna, City Manager

FROM: Cheryl Sawyers, Planning Services Manager

SUBJECT: **18. Ordinance (First Reading) Z-2021-18: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Eplen Properties Inc., Represented by Betco Housing Lab, to Change Zoning from General Commercial (GC) to a Residential Multiple-Family (MF) District on Nine Vacant Lots at 149 and 157-182 Eplens Court (At South End of Eplens Court) in West Central Abilene (Cheryl Sawyers)**

GENERAL INFORMATION

The request is to rezone nine (9) lots in Mac Eplen Subdivision from General Commercial (GC) to Multi-Family (MF). Based upon the information provided in the application, the purpose of this request is to build multi-family units as a part of a tax credit project.

SPECIAL CONSIDERATIONS

The percent of opposition for this application is 36.3% and will require a super-majority for approval.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Z-2021-18 draft ordinance
2. Z-2021-18 Staff Report
3. Z-2021-18 Application
4. Z-2021-18 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 29th day of Juy, 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 19th day of June, 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 12th day of August, 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 12th day of August, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described tracts, from General Commercial (GC) to a Residential Multi-Family (MF) District:



Lots 3, 4, 5, 6 and 7 in Block A, as well as Lots 16, 17, 18 and 19 in the same Block A, as said lots and block are shown on a plat of Section 2, Mac Eplen Addition (and a Replat of Section 1, Mac Eplen Addition) to Abilene, Taylor County, Texas.

-END-

ZONING CASE Z-2021-18

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: July 6, 2021

City Council 1st Reading: July 29, 2021

City Council 2nd Reading: August 12, 2021

Applicant

Owner: Eplen Properties Inc.

Agent: Michael Beard, Betco Housing Lab

Request

Rezone 9 lots in Mac Eplen Subdivision from General Commercial (GC) to Multi-Family (MF). Based upon the information provided in the application, the purpose of this request is to build multi-family units as a part of a tax credit project.

Location

149, 157, 158, 165, 166, 173, 174, 181 & 182 Eplens Court

Background

The subject properties were zoned General Commercial (GC) in 1974 and platted in 1978. The properties have 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 zoned General Commercial (GC) with varying commercial uses such as a night club and automobile sales; to the east is a mobile home park; to the south are duplex style homes in Medium Density (MD) zoning; to the west are vacant lots located within GC zoning.

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 properties as high density residential due to the proximity to Business Interstate 20, more commonly known as South 1st Street. Multi-family units serve as an appropriate buffer between the General Commercial area to the north and the Medium Density (MD) properties to the south.

(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 and serve to provide needed infill development. The subject properties are all located within the 100-year flood zone and single-family home styles are likely cost prohibitive to build in this area.

(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

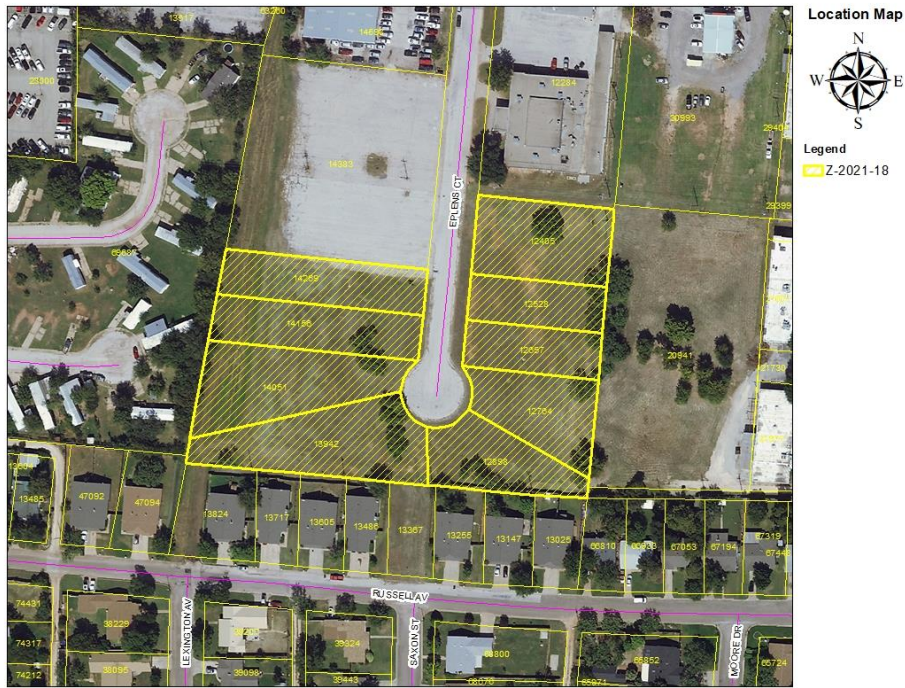
Owner	Parcel ID	Response
EPLEN PROPERTIES INC	12764	
EPLEN PROPERTIES INC	12405	In favor
EPLEN PROPERTIES INC	12528	
EPLEN PROPERTIES INC	12657	
EPLEN PROPERTIES INC	12898	
OROURKE LINDSAY ANETTE	13147	
ADRIAN DAVID MICHAEL & KAY	13255	Opposed
CLARK WILLIAM E	14598	Opposed
BLAIR ADDIE VONDELL	66933	Opposed
ADRIAN DAVID M & KAY N	13486	Opposed
PARROTT HOWARD W	66810	
ADRIAN DAVID MICHAEL & KAY	13605	Opposed
GATLIN PAUL & RUBY	67194	
GARRISON GARRETT & STEPHANIE	39324	
ADRIAN DAVID MICHAEL & KAY	13025	Opposed
EPLEN PROPERTIES INC	13367	
OWENS MASON THOMAS &	67053	Opposed
SHEPHERD ASSET MANAGEMENT LLC	65852	
FREDERICK SALLY ANN DUNIGAN	68800	Opposed
CRAIN GARY	12284	Opposed
EPLEN PROPERTIES INC	14156	
CRAIN GARY	14383	Opposed
EPLEN PROPERTIES INC	14051	
JM&J PROPERTY HOLDINGS LLC	47094	Opposed
SHELBY GERALD & TERESA	38229	
ARREOLA CESAR	39207	
EPLEN PROPERTIES INC	14269	
ADRIAN DAVID MICHAEL & KAY	13717	Opposed
JM & J PROPERTY HOLDINGS LLC	47092	Opposed
EPLEN PROPERTIES INC	13942	
BOLT INC	30993	
WESTGATE MOBILE HOME PARK LTD	69687	
ADRIAN DAVID M &	13824	Opposed
WALKER JUSTIN T	13485	
FL20 INC	20941	

Attachments

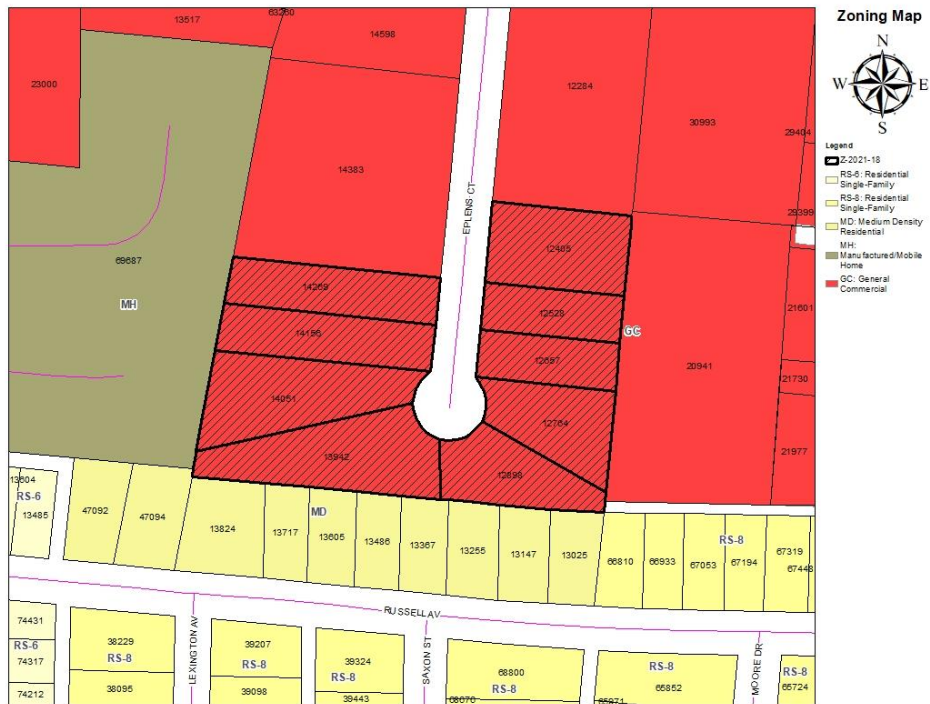
Application

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-2021-18

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: EPLEN PROPERTIES INC
Parcel I.D.: 12405
Address: 149 EPLENS CT

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

Email: planning@abilenety.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature:

Donald Eplen
DONALD EPLEN

JUL 1 AM 11:38

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.

July 1, 2021

RE: Zone Change Application Number Z-2021-18

Dear Commissioner,

With the stroke of the pen City Administrators can destroy the property values of hard-working tax paying citizens or retired citizens whose homes make up their life savings for which they count on for the future.

I am greatly concerned about the placement of more low-income multi-family housing in our neighborhood. At the present time there is existing low-income housing in our neighborhood. This housing currently runs from South 7th and Leggett north to Don Juan and from Whittier St. west to Saxon St covering about 8 to 10 city blocks. The addition of the Eplen project would mean that the one block wide area from Elm Cove west to Lexington between Don Juan and Russell would be bordered on the north and south by low-income housing. This area is middle to upper middle income families with some properties ranging around 300K plus. Sandwiching these properties between this concentration of low-income housing will destroy the property values of these established families.

The Eplen project will back up to single family homes, apparently with no buffer. There is not even an alley for these single-family homes.

Saxon St. ends on the north with a floodwater drainage area that flows north into the Eplen area. A small amount of rain will fill the area draining north.

Additionally, on the same Eplen property is the Tequilas Night Club, 133 Eplen Ct. What could possibly go wrong with that?

We should be in the business of strengthening inner city neighborhoods not degrading them and forcing established citizens out.

Your consideration in this matter is greatly appreciated.

Eddie Harrison
325 Moore Dr. Abilene, Texas 79605

P&Z Commissioners

Mitch Barnett

Brad Benham

Shawnte Fleming

Iziah Lankford

Bill Noonan

Clint Rosenbaum

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

CASE #: Z-2021-18

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: OWENS MASON THOMAS &
Parcel I.D.: 67053
Address: 4050 RUSSELL 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:

Mason Owens

JUL 13 AM 9:58

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

JM&J PROPERTY HOLDINGS LLC
633 PARSONS RD
ABILENE, TX 79602-1940

NOTICE OF PUBLIC HEARING

RE: Zone Change Application Number Z-2021-18

06/23/2021

The Planning and Zoning Commission will hold a public hearing on **July 6, 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 on a request from Eplen Properties Inc., represented by Betco Housing Lab, to change zoning from General Commercial (GC) to a Residential Multiple-Family (MF) District on nine vacant lots at 149 and 157-182 Eplens Court (at south end of Eplens Court) in west central Abilene. Legal description being Lots 3 thru 7 and Lots 16 thru 19 in Block A of Section 2, Mac Eplen Addition to 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 **August 12, 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, Planner 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-2021-18

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: JM&J PROPERTY HOLDINGS LLC
Parcel I.D.: 47094
Address: 4102 RUSSELL 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: Mary Zentelle-Florer



PLANNING & DEVELOPMENT SERVICES

JM & J PROPERTY HOLDINGS LLC
633 PARSONS RD
ABILENE, TX 79602-1940

NOTICE OF PUBLIC HEARING

RE: Zone Change Application Number Z-2021-18

06/23/2021

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

CASE #: Z-2021-18

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: JM & J PROPERTY HOLDINGS LLC
Parcel I.D.: 47092
Address: 4108 RUSSELL 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: Mary Zuercher-Flore

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

CASE #: Z-2021-18

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

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

Name: CRAIN GARY
Parcel I.D.: 14383
Address: 150 EPLENS CT

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: _____

Gary Crain

JUN 29 PM 1:14

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

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[Planning] Cae # Z2021-18 OPPOSED

1 message

Mike Adrian <skyeye24@sbcglobal.net>
To: planning@abilenetx.gov

Mon, Jun 28, 2021 at 2:30 PM

Dear Abilene Planning Board,

Regarding Zone Change # Z-2021-18

My wife and I own the six duplexes immediately behind and adjacent to the subject property. Our duplexes are located on Russell Ave.

We very strongly OPPOSE this zoning change. We have spent the last 20 years slowly improving our neighborhood on Russell Ave, and have brought it up from a low class neighborhood to a nice middle-class neighborhood that attracts residents in the Air Force, at the hospitals, and local businesses. We feel that all of our hard work will be lost by the dramatic change the zoning change will bring to the adjacent Russell Ave. neighborhood.

We support public housing and believe more of it should be built, but the Russell Ave neighborhood is at a delicate "tipping point." It has just recently tipped into a middle-middle class neighborhood, but could quickly and easily tip back downward if we aren't diligent in protecting it.

I grew up down on S. Pioneer and saw the impact public housing had on that neighborhood. While initially the housing was nicely done, within about 10 years the physical appearance of the housing was drastically deteriorated, and the tenants living there brought the whole neighborhood down. We don't want this to be repeated on Russell Ave.

Public housing should be located in neighborhoods that can easily handle the negative aspects that accompany it.

We urge you to deny this zoning change.

Thank you,

David Michael Adrian & Kay Adrian
512.970.9192
skyeye24@sbcglobal.net

Parcel I.D. 13824
Address: 4100 Russell Av

PS: I'm mailing in the printed, SIGNED form, but I wanted to make sure you got this before the hearing.

--

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/08168D70-343A-4B10-B87F-8D0218BE934C%40sbcglobal.net>.

[Planning] Cae # Z-2021-18 OPPOSED

1 message

Mike Adrian <skyeye24@sbcglobal.net>
To: planning@abilenetx.gov

Mon, Jun 28, 2021 at 2:32 PM

Dear Abilene Planning Board,

Regarding Zone Change # Z-2021-18

My wife and I own the six duplexes immediately behind and adjacent to the subject property. Our duplexes are located on Russell Ave.

We very strongly OPPOSE this zoning change. We have spent the last 20 years slowly improving our neighborhood on Russell Ave, and have brought it up from a low class neighborhood to a nice middle-class neighborhood that attracts residents in the Air Force, at the hospitals, and local businesses. We feel that all of our hard work will be lost by the dramatic change the zoning change will bring to the adjacent Russell Ave. neighborhood.

We support public housing and believe more of it should be built, but the Russell Ave neighborhood is at a delicate "tipping point." It has just recently tipped into a middle-middle class neighborhood, but could quickly and easily tip back downward if we aren't diligent in protecting it.

I grew up down on S. Pioneer and saw the impact public housing had on that neighborhood. While initially the housing was nicely done, within about 10 years the physical appearance of the housing was drastically deteriorated, and the tenants living there brought the whole neighborhood down. We don't want this to be repeated on Russell Ave.

Public housing should be located in neighborhoods that can easily handle the negative aspects that accompany it.

We urge you to deny this zoning change.

Thank you,

David Michael Adrian & Kay Adrian
512.970.9192
skyeye24@sbcglobal.net

Parcel I.D. 13717
Address: 4094 Russell Av

PS: I'm mailing in the printed, SIGNED form, but I wanted to make sure you got this before the hearing.

--

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[Planning] Case #Z-2021-18

1 message

Mike Adrian <skyeye24@sbcglobal.net>
To: planning@abilenetx.gov

Mon, Jun 28, 2021 at 2:33 PM

Dear Abilene Planning Board,

Regarding Zone Change # Z-2021-18

My wife and I own the six duplexes immediately behind and adjacent to the subject property. Our duplexes are located on Russell Ave.

We very strongly OPPOSE this zoning change. We have spent the last 20 years slowly improving our neighborhood on Russell Ave, and have brought it up from a low class neighborhood to a nice middle-class neighborhood that attracts residents in the Air Force, at the hospitals, and local businesses. We feel that all of our hard work will be lost by the dramatic change the zoning change will bring to the adjacent Russell Ave. neighborhood.

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I grew up down on S. Pioneer and saw the impact public housing had on that neighborhood. While initially the housing was nicely done, within about 10 years the physical appearance of the housing was drastically deteriorated, and the tenants living there brought the whole neighborhood down. We don't want this to be repeated on Russell Ave.

Public housing should be located in neighborhoods that can easily handle the negative aspects that accompany it.

We urge you to deny this zoning change.

Thank you,

David Michael Adrian & Kay Adrian
512.970.9192
skyeye24@sbcglobal.net

Parcel I.D. 13605
Address: 4090 Russell Av

PS: I'm mailing in the printed, SIGNED form, but I wanted to make sure you got this before the hearing.

--

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To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/BE814DEA-AC61-4677-93D8-6A5EB367A253%40sbcglobal.net>.

[Planning] Case # Z-2021-18 OPPOSED

1 message

Mike Adrian <skyeye24@sbcglobal.net>
To: planning@abilenetx.gov

Mon, Jun 28, 2021 at 2:35 PM

Dear Abilene Planning Board,

Regarding Zone Change # Z-2021-18

My wife and I own the six duplexes immediately behind and adjacent to the subject property. Our duplexes are located on Russell Ave.

We very strongly OPPOSE this zoning change. We have spent the last 20 years slowly improving our neighborhood on Russell Ave, and have brought it up from a low class neighborhood to a nice middle-class neighborhood that attracts residents in the Air Force, at the hospitals, and local businesses. We feel that all of our hard work will be lost by the dramatic change the zoning change will bring to the adjacent Russell Ave. neighborhood.

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Public housing should be located in neighborhoods that can easily handle the negative aspects that accompany it.

We urge you to deny this zoning change.

Thank you,

David Michael Adrian & Kay Adrian
512.970.9192
skyeye24@sbcglobal.netParcel I.D. 13486
Address: 4086 Russell Av

PS: I'm mailing in the printed, SIGNED form, but I wanted to make sure you got this before the hearing.

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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/A415C1D4-10E9-4B8D-832E-2C3B648F19FA%40sbcglobal.net>.

[Planning] Case # Z-2021-18

1 message

Mike Adrian <skyeye24@sbcglobal.net>
To: planning@abilenetx.gov

Mon, Jun 28, 2021 at 2:36 PM

Dear Abilene Planning Board,

Regarding Zone Change # Z-2021-18

My wife and I own the six duplexes immediately behind and adjacent to the subject property. Our duplexes are located on Russell Ave.

We very strongly OPPOSE this zoning change. We have spent the last 20 years slowly improving our neighborhood on Russell Ave, and have brought it up from a low class neighborhood to a nice middle-class neighborhood that attracts residents in the Air Force, at the hospitals, and local businesses. We feel that all of our hard work will be lost by the dramatic change the zoning change will bring to the adjacent Russell Ave. neighborhood.

We support public housing and believe more of it should be built, but the Russell Ave neighborhood is at a delicate "tipping point." It has just recently tipped into a middle-middle class neighborhood, but could quickly and easily tip back downward if we aren't diligent in protecting it.

I grew up down on S. Pioneer and saw the impact public housing had on that neighborhood. While initially the housing was nicely done, within about 10 years the physical appearance of the housing was drastically deteriorated, and the tenants living there brought the whole neighborhood down. We don't want this to be repeated on Russell Ave.

Public housing should be located in neighborhoods that can easily handle the negative aspects that accompany it.

We urge you to deny this zoning change.

Thank you,

David Michael Adrian & Kay Adrian
512.970.9192
skyeye24@sbcglobal.netParcel I.D. 13255
Address: 4078 Russell Av

PS: I'm mailing in the printed, SIGNED form, but I wanted to make sure you got this before the hearing.

--
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/AA398D05-0EF1-406C-BC83-49E5B8723D43%40sbcglobal.net>.

[Planning] Caes # Z-2021-18 OPPOSED

1 message

Mike Adrian <skyeye24@sbcglobal.net>
To: planning@abilenetx.gov

Mon, Jun 28, 2021 at 2:36 PM

Dear Abilene Planning Board,

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We urge you to deny this zoning change.

Thank you,

David Michael Adrian & Kay Adrian
512.970.9192
skyeye24@sbcglobal.net

Parcel I.D. 13025
Address: 4070 Russell Av

PS: I'm mailing in the printed, SIGNED form, but I wanted to make sure you got this before the hearing.

--
You received this message because you are subscribed to the Google Groups "Planning Services" group.
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To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/5E54AEE0-DD1C-453E-94CC-1CB9387B1B22%40sbcglobal.net>.

For the PLANNING & ZONING COMMISSION

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

ASE #: Z-2021-18

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: CRAIN GARY

Parcel I.D.: 12284

Address: 117 EPLENS CT

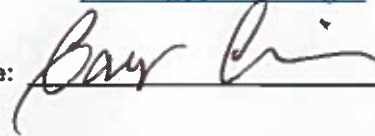
Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: _____



JUN 29 PM 1:14

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>

Fwd: Zoning change at Eplen

Bill Clark <freerideabilene@gmail.com>
To: Cheryl.sawyers@abilenetx.gov

Tue, Jul 6, 2021 at 10:14 AM

----- Forwarded message -----

From: **Bill Clark** <freerideabilene@gmail.com>
Date: Tue, Jul 6, 2021 at 10:12 AM
Subject: Zoning change at Eplen
To: <cherl.sawyers@abilenetx.gov>

Cheryl,

My name is William Clark and I own 1st Choice Motors and My Mechanic located at 3945 South First Street in Abilene Texas. We are on the corner of the street where this request is being made.

I am against the city changing the zoning for the Eplen St properties for Application Zone #Z-2021-18. A low income property will bring unwanted negative influences especially over time to the area raising vandalism and theft to my business and employees tools that they depend on for their living.

The increased traffic would make it unsafe for my employees and customers getting in and out of the parking lo area.

It is my understanding that the city is also offer certain tax benefits to have this project in the area. They will use the new construction and a basis to raise my property taxes although I believe it will devalue my property. I pay full taxes on all my businesses and it seems unfair for others to get benefits while long term companies like I have just have to take the increase in taxes to cover them.

Thanks,
William Clark

Owner of 1st Choice Motors, My Mechanic of Abilene and Freeride Motorcycles at 3945 South First.
I also partner in TN Truck Sales, Schuman Equipment and currently re established and owner financing Firehouse Bar and Grill along with several investment properties in town.



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

case no Z-2021-18

sally <katze2@suddenlink.net>

Mon, Jun 28, 2021 at 3:11 PM

To: "Cheryl.Sawyers@abilenetx.gov" <Cheryl.Sawyers@abilenetx.gov>

I am OPPOSED

Sally a dunigan Frederick

[225 saxon st](#) [Abilene tx 79605](#)

Sent from [Mail](#) for Windows 10



Development Application

Planning

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

Other: _____

Project Name: Abilene Pioneer Crossing
 Address: 149, 157, 165, 173, 181, 182, 174, 166, 158 Eplens Court No. of lots: 9 Acreage: 4 acres
149, 157, 165, 173, 181 Eplens Ct - MAC Eplen Sec . 2, Block A, Lot 3,4,5,6 & 7
 Legal Description: 158, 166, 174, Eplens Ct - MAC Eplen Sec . 2, Block A, Lot
 Subdivision Name: Mac Eplen Section 2 Block: A Lot: 3, 4, 5, 6, 7, 16, 17, 18, & 19
 Current Zoning: GC Proposed Zoning (if applicable): MF

OWNER AND AUTHORIZATION

Owner Name: Eplen Properties Inc.
 Address: 2406 Hazard St.
 City, State, Zip: 2406 Hazard St., Houston, TX 77019-6718 Fax: _____
 Phone: 325-698-5661 Email: paul@pauljohnsonrealtors.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: Michael Beard with Betco Housing Lab
 Address: 812 San Antonio, Suite L-14
 City, State, Zip: Austin, TX 78701 Fax: _____
 Phone: 210-247-8192 Email: Michael@betcohousinglab.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: _____

2/2/2021 9:01:18 PM GMT

FOR OFFICE USE ONLY

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



Development Application

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

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

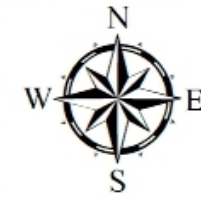
We are requesting a rezoning to allow for an Multi-family Tax Credit project to be built on the site. The site is in a good location that provides families with affordable housing and amenities. The location will be a great home for good hard working people.

Case:	Z-2021-18
Owner:	Eplen Properties Inc.
Agent:	Michael Beard, Betco Housing Lab
Request:	Rezone General Commercial (GC) to Multi-Family (MF)
Location:	149, 157, 158, 165, 166, 173, 174, 181, 182 Eplens Court
Notification:	1 in Favor, 14 Opposed
Planning & Zoning Recommendation:	Approval

Z-2021-18 LOCATION MAP



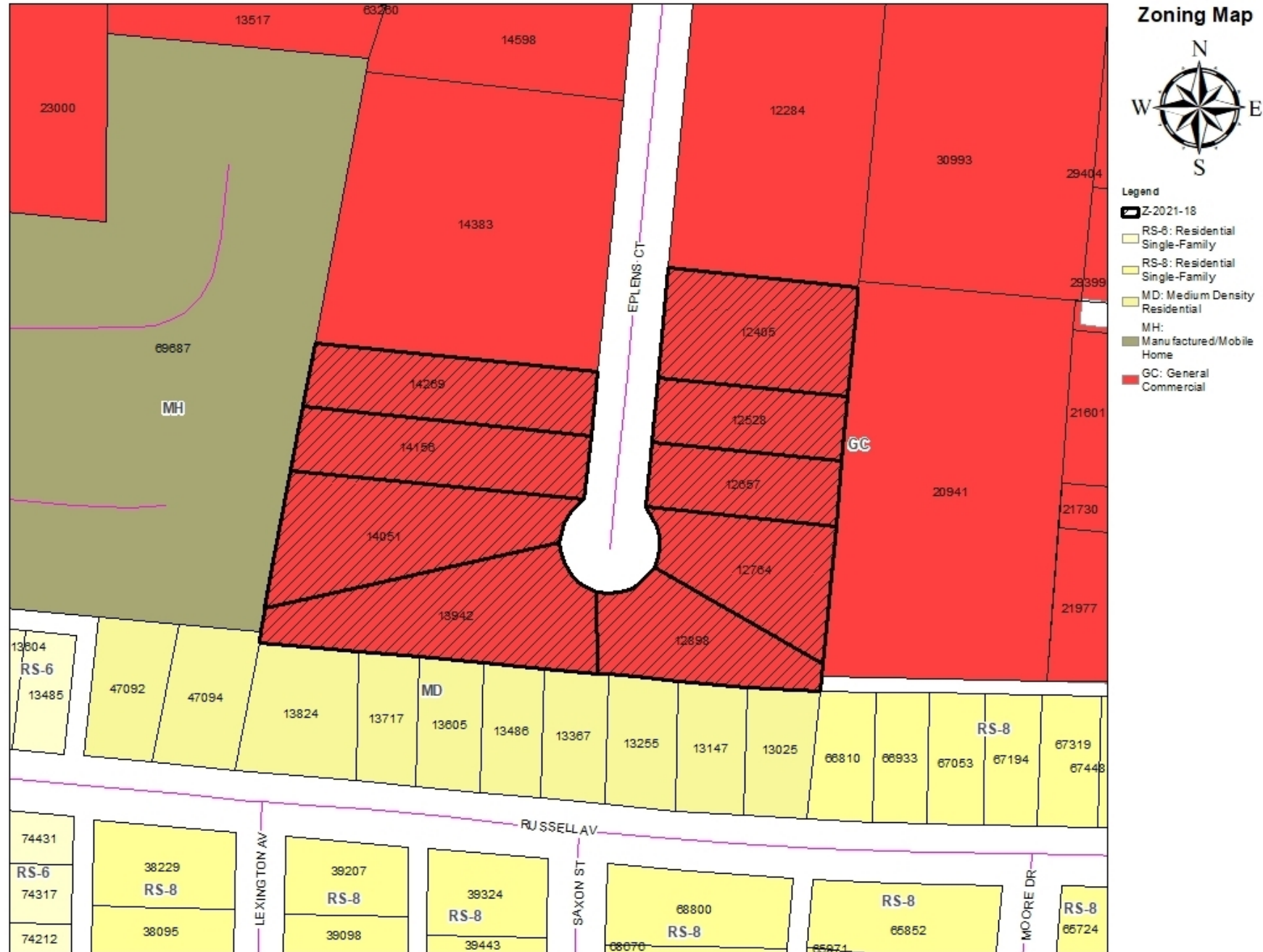
Location Map



Legend

 Z-2021-18

Z-2021-18 ZONING MAP



Z-2021-18 FLOOD 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

Permitted Uses in MF Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

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Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



149 Eplens Court



157 & 165 Eplens Court



Southern view Eplens Court



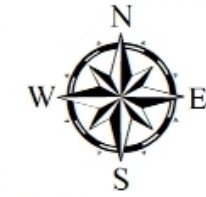
165 Eplens Court

Jun 23, 2021 at 9:41:54 AM
170-198 Eplens Ct
Abilene TX 79605
United States

Z-2021-18 NOTIFICATION AREA MAP



Notification Map



Legend

- 200' Notification Area
- Z-2021-18

- 1- In Favor-
- 14- Opposed-
- 36.3% Opposition

- 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 and Zoning Recommendation: Approval
- Requires as super-majority vote

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Robert Hanna, City Manager

FROM: Cheryl Sawyers, Planning Services Manager

SUBJECT: **19. Ordinance (First Reading) Z-2021-19:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Prairie Song LLC, Represented By Jacob Martin LLC, To Change Zoning From Planned Development District Number 144 (PD 144) To A Combination Of A Residential Single-Family (RS-6) District On Approximately 2 Vacant Acres At 2668 Garfield Avenue In Northeast Abilene And A Residential Medium-Density (MD) District On Approximately 12 Vacant Acres Located Directly North From Above-Described 2 Acres Of Land In Northeast Abilene, And To Change Zoning From Residential Single-Family (RS-8) To A Residential Single-Family (RS-6) District On Two Vacant Lots At 2660-2664 Garfield Street (Legal Description Being Lots 4 And 5 In Block 10 Of Hillcrest Addition, Section 4) *(Cheryl Sawyers)*

GENERAL INFORMATION

This request is to rezone approximately 14 acres of vacant land from Planned Development 144 to Residential Single-Family (RS-6) and Medium Density (MD). Based upon information provided within the application, the purpose of this request is to eliminate the existing Planned Development and to develop a concept that matches the existing feel of the neighborhood to better conform to surrounding uses. It is not expected that the two tracts would connect in any form and the proposed MD section will only have access to East Stamford Street.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Z-2021-19 draft ordinance
2. Z-2021-19 Staff Report
3. Prarie Song Application
4. 55-2014_Abandonment_Campus Court & Garfield Rd
5. Z-2021-19 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 29th day of July, 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 19th day of June, 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 12th day of August, 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 12th day of August, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Part 1. Change the zoning classification of the following described acreage, from Planned Development (PD) District Number 144, to a Residential Medium-Density (MD) District:

BEING a 14.478-acre tract comprised of a 12.04-acre tract out of Fractional Section 84, Block No. 14, T&P Railway Company Lands in Taylor County, Texas, conveyed to Abilene Independent School District and recorded on Page 132 in Volume 542 of Deed Records for Taylor County, Texas (legal description does not form a mathematically closed figure) together with Lots 4 and 5, Block 10 and all of Block 11, Section 4 on the Corrected Plat of the Hillcrest Addition to the City of Abilene, Taylor County, Texas, which said corrected plat is recorded on Slides 18A and 18B in Plat Records for Taylor County, Texas, conveyed to Abilene Independent School District by deed recorded on Page 461 in Volume 542 of Deed Records for Taylor County, Texas, said 14.478-acre tract being more particularly described as follows:

BEGINNING at a found 3/8-inch iron rod in concrete at the northwest corner of right-of way for Campus Court, on the south line of said 12.04-acre tract, for the northeast corner of the said Block 11;

THENCE South 21° 01' 41" West, along the west right-of-way line of Campus Court, for a distance of 220.77 feet (called 221.8') to a found, damaged 3/8-inch iron rod at the intersection of the west line of right-of-way for Campus Court and the north line of right-of-way for Garfield Avenue, for the southeast corner of the said Block 11;

THENCE North 69° 07' 40" West, along the north line of right-of-way for Garfield Avenue, for a distance of 32.77 feet, to a found 3/8-inch iron rod for a point-of-curvature;

THENCE along the north right-of-way for Garfield Avenue, being along a curve to the left having a radius of 950.00 feet (called 929.3') and an arc length of 335.25 feet (called 332.7') being subtended by a chord bearing North 79° 14' 15" West for a distance of 333.51 feet to a found 3/8-inch iron rod for a point-of-tangency;

THENCE North 89° 20' 50" West along the north line of right-of-way for Garfield Avenue, for a distance of 157.33 feet to a found 3/8-inch iron rod, for a point-of-curvature;

THENCE along the north line of right-of-way for Garfield Avenue, being along a curve to the left having a radius of 530.00 feet and an arc length of 135.80 feet, being subtended by a chord bearing South 83° 18' 44" West for a distance of 135.43 feet, to a set 1/2-inch iron rod with cap stamped "H&T" for the southwest corner of Lot 4 in Block 10 of said Hillcrest Addition, same being the southeast corner of Lot 102 in A Replat of Lots 1, 2 and 3, Section 4, Hillcrest Addition to the City of Abilene, Taylor County, Texas and recorded on Slide 289D in Cabinet 2 of Plat Records for Taylor County, Texas;

THENCE North 11° 58' 00" West for a distance of 138.66 feet (called 140') to a set 1/2-inch iron rod with cap stamped "H&T" on the south line of a 20' wide alley, for the northwest corner of said Lot 4 and from where a found 3/8-inch iron rod bears 1.71 feet South 74° 55' 26" West;

THENCE South 89° 16' 40" East along the south line of a 20-foot-wide alley, for a distance of 159.14 feet (called 160.68') to a set 1/2-inch iron rod with cap stamped "H&T" at the southeast corner of a 20-foot-wide alley, for the northeast corner of Lot 5 in Block 10 of said Hillcrest Addition;

THENCE North 00° 13' 20" East for a distance of 20.00 feet to a set ½-inch iron rod with cap stamped "H&T" at the northeast corner of a 20' wide alley and on the south line of said 12.04-acre tract, for the northwest corner of the said Block 11;

THENCE North 89° 16' 40" West for a distance of 166.55 feet to a found 3/8-inch iron rod in concrete for the southwest corner of said 12.04-acre tract, same being the southeast corner of a 3.25-acre tract conveyed to the First Baptist Church of Abilene, Texas and recorded on Page 569 in Volume 604 of Deed Records for Taylor County, Texas;

THENCE North 23° 18' 16" East for a distance of 92.02 feet (called 92.5') to a found 3/8-inch iron rod in concrete, for an angle point in the west line of said 12.04-acre tract;

THENCE North 24° 20' 44" East for a distance of 883.01 feet to a found 3/8-inch iron rod in concrete for the northwest corner of said 12.04-acre tract, same being an angle point in the south line of a 12.12-acre tract conveyed to Southwest Housing Providers, LLC and recorded on Page 644 in Volume 2893 of Official Public Records of Real Property (O.P.R.R.P.) in Taylor County, Texas;

THENCE South 51° 51' 16" East for a distance of 725.00 feet (called 725.3') to a found ½-inch iron rod on the west line of a 30-foot-wide right-of-way dedicated by The Grove Addition, Abilene, Taylor County, Texas and recorded on Slide 3453 in Cabinet 2 of Plat Records for Taylor County, Texas, for the northeast corner of said 12.04-acre tract;

THENCE South 21° 00' 00" West (being the Reference Bearing for this description) along the west line of said 30-foot-wide right-of-way for a distance of 483.48 feet to a found ½-inch iron rod on the north end of right-of-way for Campus Court, for the southeast corner of said 12.04-acre tract;

THENCE North 89° 04' 03" West for a distance of 31.94 feet to the Point of Beginning and containing 14.478 acres or 630,642 square feet of land;

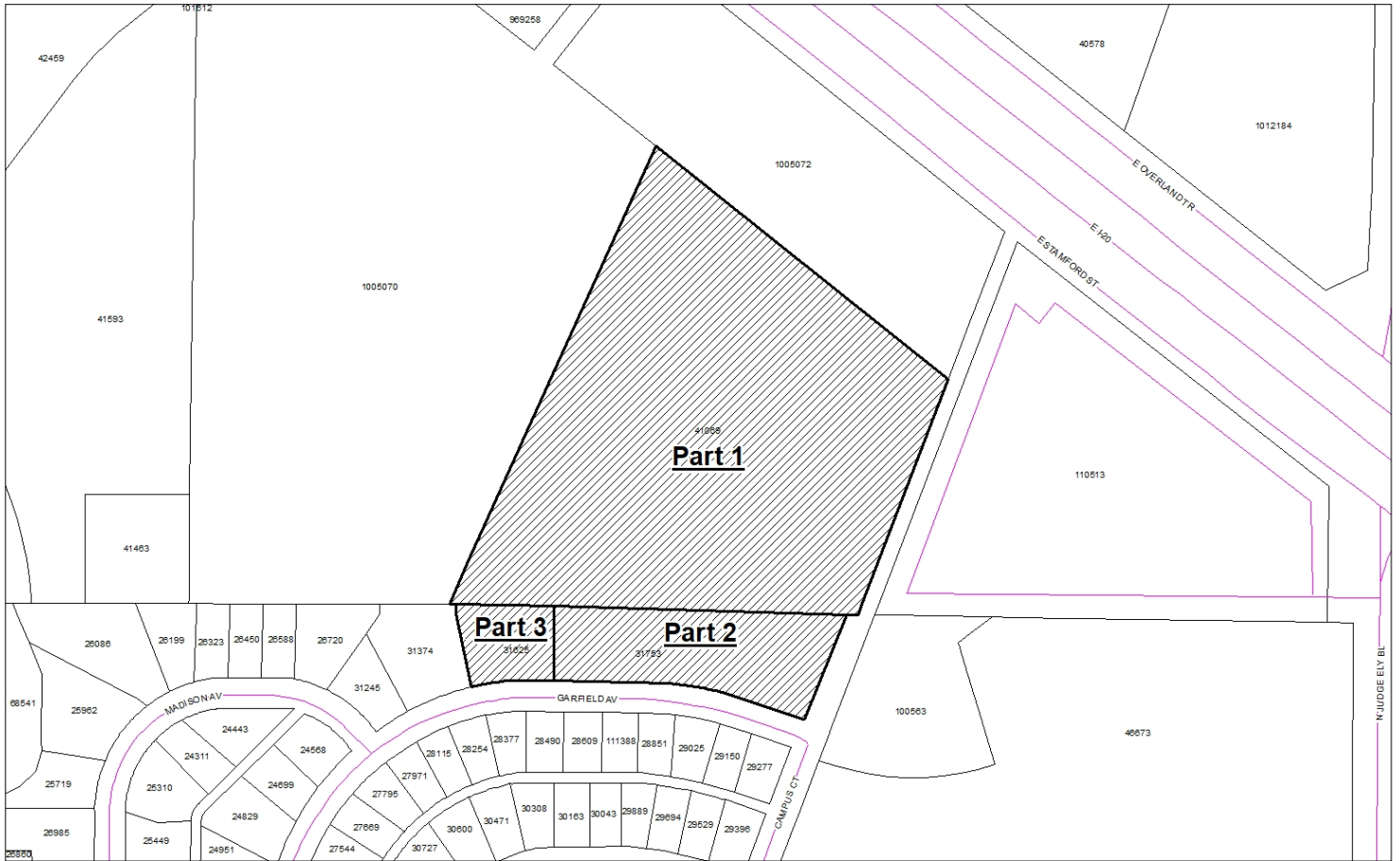
SAVE AND EXCEPT for all of Block 11 as well as Lots 4 and 5 in Block 10, Section 4, as said lots and blocks are shown on a Corrected Plat of the Hillcrest Addition to the City of Abilene, Taylor County, Texas, and which said corrected plat is recorded on Slides 18A and 18B in Plat Records for Taylor County, Texas.

Part 2. Change the zoning classification of the following described tract, from Planned Development (PD) District Number 144, to a Residential Single-Family (RS-6) District:

all of Block 11 in Section 4, as said block is shown on a Corrected Plat of the Hillcrest Addition to the City of Abilene, Taylor County, Texas, and which said corrected plat is recorded on Slides 18A and 18B in Plat Records for Taylor County, Texas.

Part 3. Change the zoning classification of the following described tracts, from a Residential Single-Family (RS-8) to a Residential Single-Family (RS-6) District:

all of Lots 4 and 5 in Block 10, Section 4, as said lots and block are shown on the Corrected Plat of the Hillcrest Addition to the City of Abilene, Taylor County, Texas, and which said corrected plat is recorded on Slides 18A and 18B in Plat Records for Taylor County, Texas.



-END-

ZONING CASE Z-2021-19

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: July 6, 2021

City Council 1st Reading: July 29, 2021

City Council 2nd Reading: August 12, 2021

Applicant

Owner: Prairie Song, LLC

Agent: Jacob & Martin

Request

Rezone approximately 14 acres of vacant land from Planned Development 144 to Residential Single-Family (RS-6) and Medium Density (MD). Based upon information provided within the application, the purpose of this request is to eliminate the existing Planned Development and to develop a concept that matches the existing feel of the neighborhood to better conform to surrounding uses. It is not expected that the two tracts would connect in any form and the proposed MD section will only have access to East Stamford Street.

Location

14+ acres of vacant land bordering 2600 block (north side) of Garfield Avenue, approximately 1/2 mile north from Ambler Avenue.

Background

Planned Development District 114 (PD 144) was approved in 2014 and has remained vacant. The terms and conditions of this PD are included in this report.

In 2019, the applicant proposed eliminating PD 144 altogether, replacing it with Residential Multi-Family (MF) zoning on the northern 12+ acres and RS-6 zoning on the southernmost 2+ acres. Abilene's Planning & Zoning Commission recommended denying this requested rezoning. The applicant appealed that decision to City Council, but soon withdrew the appeal.

In 2020, the applicant proposed an amendment to PD 114 for all 14.166 acres. The amendment was recommended for denial by the Planning and Zoning Commission and was ultimately denied by the City Council.

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 mostly single-family residential properties. To the south and west are single-family homes in RS-6 and RS-8 zones; to the east are vacant properties in RS-6; to the northeast are multifamily housing units in multi-family zoning; and to the north is vacant land zoned General Commercial adjacent to Interstate Highway 20.

Criteria Assessment

According to Section 1.4.1.4 (Criteria for Approval) in the City of Abilene's Land Development Code, the Planning & Zoning Commission and City Council may consider the following factors in

making a determination regarding requested zone changes:

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

The Future Land Use and Development Plan Map of the Comprehensive Plan suggests low-density residential use of the subject property. As depicted in the zoning exhibit provided by the applicant, the area along Garfield Ave is proposed to be single-family homes in RS-6. In the northern section, the exhibit shows a proposed Medium Density (MD) area and is considered an appropriate buffer between the multi-family density to the northeast and the RV park to the west.

(2) Whether the proposed zoning amendment will be appropriate in the immediate area of this subject property.

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 northern 12 acres are situated in a “transitional” area separating intensive commercial and high-density residential development on Interstate Highway 20, from the single-family residences of the adjacent neighborhood. Applying medium densities of residential development generally provides an effective transition in the overall intensity of use, between these two environments.

(3) Whether the proposed change is in accord with 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

City staff recommends approval.

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, staff mailed personal notices on June 25, 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.

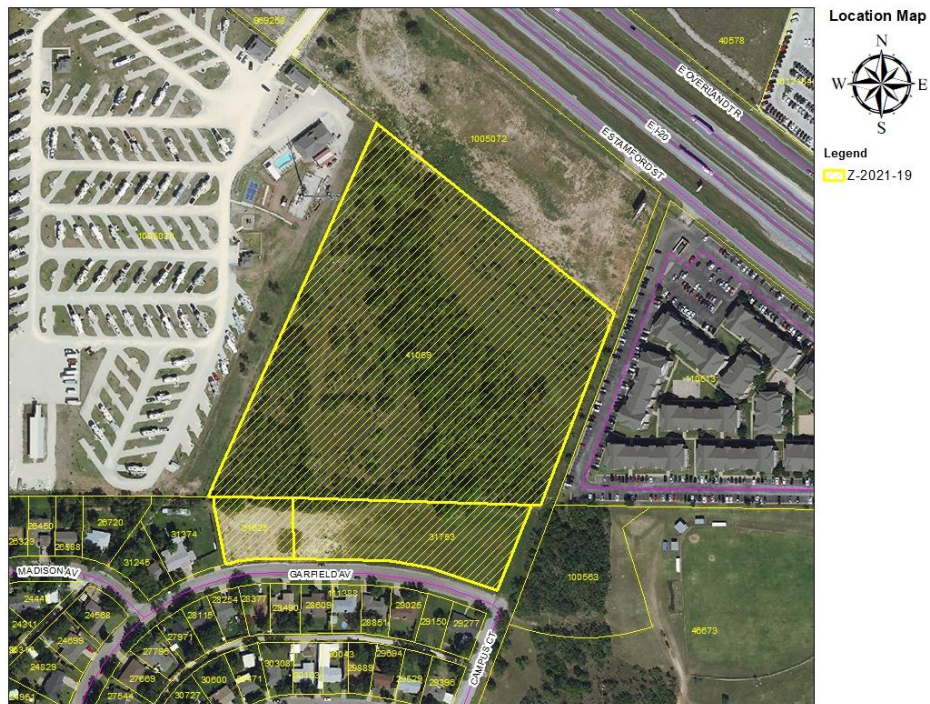
Table 1

Owner	Parcel ID	Response
ABILENE CHRISTIAN SCHOOLS	46673	Opposed
ABILENE CHRISTIAN UNIV	100563	
ALLISON REBECCA ANN	30471	Opposed
BD INVESTMENTS LLC SERIES 1	29277	Opposed
BD INVESTMENTS LLC SERIES 2	29150	Opposed
CAMPUS CREST AT ABILENE LP	110513	
CARTER TIMOTHY	29889	
CARTER TIMOTHY G	29396	
CLARK DONALD W	30163	Opposed
COCO MALCOLM P & JUDY	28115	
JACKSON DELTON J & JOYCE	30043	
JOY HUT LLC	30308	Opposed
JOY HUT LLC	28851	Opposed
KISER DAVID F	28254	
LITTLE BETTY ANN	26720	Opposed
NGOTT LLC	31245	
NUGGET DOG VENTURES LP	111388	
PLOCHECK RUSSELL E & SHIRLENE J	31374	
PRAIRIE SONG LLC	31753	
PRAIRIE SONG LLC	31625	
PRAIRIE SONG LLC	41069	
RICHARDSON NANCY	29529	
SOUTHWEST HOUSING PROVIDERS LLC	1005072	
TAYLORS REAL ESTATE	29025	
THOMAS TOMMY FAY	29694	
VILLAFRANCA RODOLFO M &	28609	
WALKER EDWARD & TAMMY	28377	
WHISTLE STOP RV RESORT LLC	1005070	
WHITWELL JAMES L	27971	Opposed
YOUNG AARON & ELIZABETH	28490	

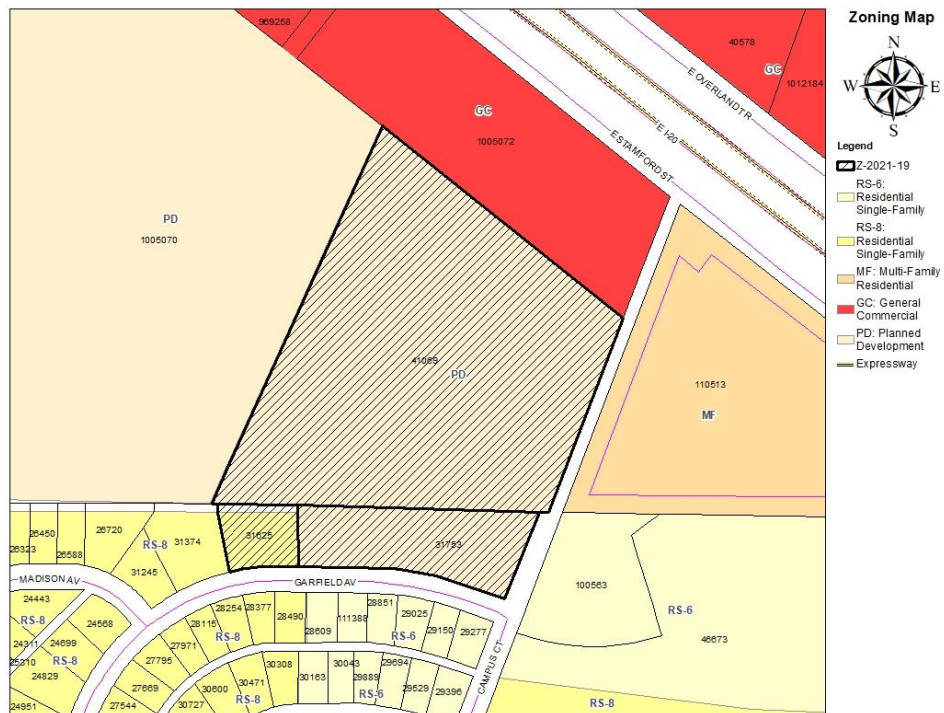
Attachments

- Location map
- Zoning exhibit
- PD 144 ordinance
- Application
- PowerPoint

Location Map



Zoning map



Zoning Exhibit



ORDINANCE NO. 62-2014

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PD-144 A PLANNED DEVELOPMENT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

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

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

PASSED ON FIRST READING this 25th day of September A.D. 2014.

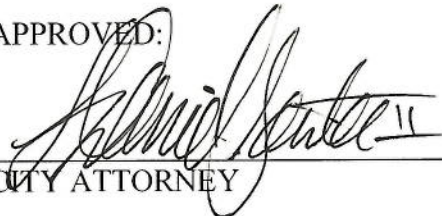
A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 16th day of May, 2014, the same being 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 p.m., on the 14th day of August, 2014, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 9th day of October, A.D. 2014.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. 62-2014

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 Chapter 23, Abilene Municipal Code, part known as the Land Development Code of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From AO (Agricultural Open Space) & RS-6 (Single-Family Residential) to PD (Planned Development) zoning.

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.

PART 5: Legal Description. The legal description of this PD is as follows:

HILLCREST ADDN SEC 4, BLOCK 11
A0580 SUR 84 T & P RY CO, BLOCK 14



Location:

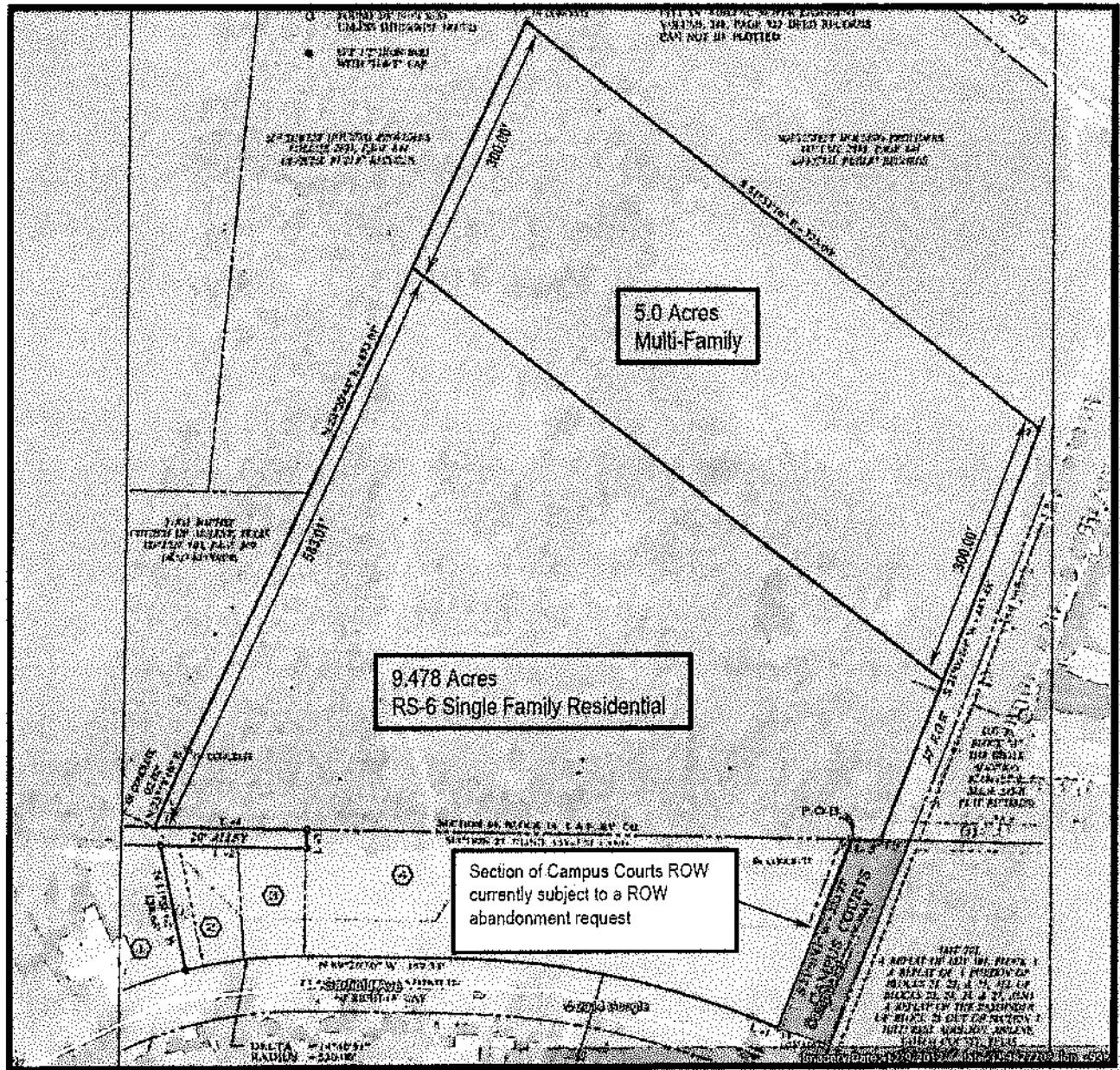
2668 Garfield Ave and the approximately 12.04 acres to the north

PART 6: Purpose. The purpose of the Planned Development (PD) request is to allow for a multi-family residential development which generally is not allowed under present zoning and development procedures.

PART 7: Specific Modifications. This Planned Development shall be subject to the requirements of the RS-6 (Single-Family Residential) zoning district, except as modified below:

- 1) **ADDITIONAL PERMITTED USE:** An Independent Living Facility of 140 rooms and 12 staff members shall be permitted on the north approximately 5.0 acres.
- 2) **DEVELOPMENT REGULATIONS:**
 - a) If developed as an Independent Living Facility, the MF (Multi-Family Residential) district standards shall apply.
 - b) No street connection shall be allowed between the northern 5.0 acres and the remaining 9 acres with the exception of 1 emergency access point. Barriers shall be provided in the form of berms, landscaping, walls, or similar.
 - c) No other street stubs or connections shall be allowed to the property to the west.

-END-



ZONING EXHIBIT



Watts, Nick <nick.watts@abilenetx.gov>

[Planning] Zone Change Application Number Z-2021-19

1 message

Kirk Wade <kirk.wade@abilenechristian.com>
To: planning@abilenetx.gov

Tue, Jul 6, 2021 at 10:19 AM

Abilene Christian School is opposed to this proposal.

Thank you,
Kirk

Kirk Wade
President | Abilene Christian School
p:325.672.9200 | w:[abilenechristian.com](mailto:w:abilenechristian.com)



--

You received this message because you are subscribed to the Google Groups "Planning Services" group.
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To view this discussion on the web visit https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CAPg6wGg%2BzoRuKraHV05UPbkLAgNMgJH8oqvqC_N_vB_uU8p64Q%40mail.gmail.com.



CITY OF ABILENE

PLANNING & DEVELOPMENT SERVICES

JOY HUT LLC
107 UHL RD
RED OAK, TX 75154-3985

NOTICE OF PUBLIC HEARING

06/23/2021

RE: Zone Change Application Number Z-2021-19

The Planning and Zoning Commission will hold a public hearing on **July 6, 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 on a request from Prairie Song LLC, represented by Jacob Martin LLC, to change zoning from Planned Development District Number 144 (PD 144) to a combination of a Residential Single-Family (RS-6) District on approximately 2 vacant acres at 2668 Garfield Avenue in northeast Abilene (legal description being all of Block 11 in Hillcrest Addition, Section 4) and a Residential Medium-Density (MD) District on approximately 12 vacant acres (legal description being a certain 12.004 acres out of T&P Railway Co. Section 84 in the City of Abilene, Taylor County, Texas) located directly north from above-described 2 acres of land in northeast Abilene, and to change zoning from Residential Single-Family (RS-8) to a Residential Single-Family (RS-6) District on two vacant lots at 2660-2664 Garfield Street (legal description being Lots 4 and 5 in Block 10 of Hillcrest Addition, Section 4).

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 **August 12, 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, Planner 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-2021-19

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: JOY HUT LLC
Parcel I.D.: 30308
Address: 2636 ROUNTREE 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: *Cheryl Sawyers*

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.

CASE #: Z-2021-19

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Name: CLARK DONALD W
Parcel I.D.: 30163
Address: 2644 ROUNTREE 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: Donald W. Clark

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

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PLANNING & DEVELOPMENT SERVICES

JOY HUT LLC
107 UHL RD
RED OAK, TX 75154-3985

NOTICE OF PUBLIC HEARING

RE: Zone Change Application Number Z-2021-19

06/23/2021

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For the PLANNING & ZONING COMMISSION

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CASE #: Z-2021-19

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Name: JOY HUT LLC
Parcel I.D.: 28851
Address: 2681 GARFIELD 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: Brent Yeldell

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.



PLANNING & DEVELOPMENT SERVICES

LITTLE BETTY ANN
2690 MADISON AVE
ABILENE, TX 79601-2029

NOTICE OF PUBLIC HEARING

RE: Zone Change Application Number Z-2021-19

06/23/2021

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

CASE #: Z-2021-19

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: LITTLE BETTY ANN
Parcel I.D.: 26720
Address: 2690 MADISON 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:

Betty Ann Little



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

TODAY'S PLANNING AND ZONING HEARING - PROPERTY NORTH OF GARFIELD AND CAMPUS COURT

Donna Williams <donna@williamsrecruiting.net>

Tue, Jul 6, 2021 at 12:00 PM

To: "Cheryl.sawyers@abilenetx.gov" <Cheryl.sawyers@abilenetx.gov>

Cc: "council@abilenetx.gov" <council@abilenetx.gov>

TO ALL COUNCIL MEMBERS :

My name is Donna Williams

I am the owner of 2 PROPERTIES IN THAT AREA:

2693 Garfield Ave and 2689 Garfield Ave.

PLEASE MAKE NOTE – I AM STRONGLY AGAINST THIS REZONING FOR THE NEIGHBORHOOD.

I STRONGLY discourage any rezoning from an Planned Development District (PDD) 144 to a Residential Single Family development (RS-6) on Garfield and Residential Medium Density (MD) . This has been a very secure neighborhood. A rezoning and allowing medium-density housing especially duplexes and Opening the access to a direct connection to the I-20 service road would definitely increase the traffic and crime in the area. The safety, security and liability of the neighborhood should be the top priority.

PLEASE VOTE AGAINST THIS REZONING AND PLANNING DEVELOPMENT IN THAT AREA!!!!

THANK YOU!!

Donna Williams

donna@williamsrecruiting.net

(214)315-7355

NOTICE: The information contained in this message is proprietary and/or confidential and may be privileged. If you are not the intended recipient of this communication, you are hereby notified to: (i) delete the message and all copies; (ii) do not disclose, distribute or use the message in any manner; and (iii) notify the sender immediately.



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

Fwd: zoning request change for 2660-2668 Garfield; please vote 'no'.

Jim Whitwell <jimwhitwell@verizon.net>

Tue, Jul 6, 2021 at 9:37 AM

To: cheryl.sawyers@abilenetx.gov

>
> As a property owner on Garfield, I ask that you vote 'no' on this zoning request, particularly with respect to the removal of the restriction on I-20 access, which the City Council granted in 2014.
>
> Thank you,
>
> Jim Whitwell
> 2649 Garfield Ave
>



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

Garfield Proposal / Against

colby walker <colbywalker@hotmail.com>

Tue, Jul 6, 2021 at 10:18 AM

To: "cheryl.sawyers@abilenetx.gov" <cheryl.sawyers@abilenetx.gov>, "council@abilenetx.gov" <council@abilenetx.gov>

To Whom it Concerns,

I am writing to express my DISAPPROVAL of the proposed removal of the restriction granted by the City Council in 2014 that protects the neighborhood from direct connection to the I-20 service road. This restriction protects the families and students that are very active in this quaint neighborhood. This is a great neighborhood with a lot of character and I would hate to see it become more unsafe and commercialized by opening up a lane of traffic between I-20 and Ambler. Thank you in advance for your consideration.

Colby and Rhonda Walker
806-319-2849

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

zoning proposal for Hillcrest Neighborhood

Jenni Jamison <jennijamison@gmail.com>

Sun, Jul 4, 2021 at 6:13 PM

To: anthony.williams@abilenetx.gov, council@abilenetx.gov, cheryl.sawyers@abilenetx.gov

Hello. I live in the Hillcrest Neighborhood. There is a proposal to rezone our neighborhood that will be heard at the Planning and Zoning Meeting on Tuesday 7/6/2021.

I am adamantly opposed to creating a direct connection to the I-20 service road from our neighborhood. First, a direct connection is not needed. We already have easy access to I-20 at the end of Judge Ely and at the intersection of Ambler and I-20. Second, a direct connection would significantly increase the traffic through our neighborhood. There are children playing in the yards and riding bikes in the streets, and there are adults and families that take regular walks through the neighborhood. If I-20 access was forced on the neighborhood, these activities would have to stop, and it would no longer be a family-friendly area. There is no need to add this access, and it would be detrimental.

Thank you,
Jenni Jamison



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

Zoning request

Cindy Earles <cearles@yahoo.com>

Mon, Jul 5, 2021 at 5:53 PM

To: Cheryl.sawyers@abilenetx.gov

Cc: Council@abilenetx.gov

Cheryl,

Once again we are asking that the Council deny the request of Nick Coates to rezone the property north of Garfield and Campus Court. The traffic in this area is already burdensome and, actually, downright scary; to rezone this area would only add to the "speedway" atmosphere that currently exists. In addition, we are asking that the 2014 restriction granted to the neighborhood be left IN PLACE. We do not want or need another access to the I-20 access road. It will not be favorable to our property values or our peace of mind.

Thank you for your consideration of the citizens who have lived in this area for many years (almost 60 myself).

Sincerely,

Cindy Earles

2421 Rountree

PS - These repeated requests are turning into harassment and ill feelings. We are NOT going to change our minds about the asked-for changes.

Sent from my iPad



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

Zone change Z-2021-19

cttc749@aol.com <cttc749@aol.com>

Mon, Jul 5, 2021 at 2:27 PM

To: cheryl.sawyers@abilenetx.gov

Thank you for your service to the City of Abilene!

I would like to express my deep concern for the zone change request for 2660-68 Garfield Ave. Residential single family would be ideal for Garfield, and as I understand the 12 acres to the north would be medium density. My concern is a need for a PDD to ensure the entry for the MD is from the north off or from the service road, and that Campus Ct. would remain closed. I have lived in this area over 50yrs and any additional traffic on Campus Ct and joining streets would be detrimental to the complete area. I believe and trust that you and Planning and Zoning will hear and represent the many concerned, longtime citizens of this area of Abilene. The profits of money for one or two investors should not effect so many in a detrimental way.

Thank You for time,
Tommy Carpenter
2639 Rountree
Abilene, Tx
Phone 325-668-3122

Sent from my iPhone



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

July 6 meeting

Wanda Craig <wcraig34@yahoo.com>

Mon, Jul 5, 2021 at 6:18 PM

To: cheryl.sawyers@abilenetx.gov

I am a long time Hillcrest neighborhood resident on Garfield. I do not object to single family residencies or some duplexes on this property. However I strongly oppose a multistory apartment building or the opening of traffic from I 20 to my street because of increased traffic that would affect my safety.

Wanda Craig
2617 Garfield Avenue

wcraig34@yahoo.com

Sent from my iPhone



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

rezoning property north of garfield and campus ct

EDDIE SCHNEIDER <muleft@yahoo.com>

Tue, Jul 6, 2021 at 11:02 AM

To: "cheryl.sawyers@abilenetx.gov" <cheryl.sawyers@abilenetx.gov>

We are opposed to the request to rezone the property from a pdd and a rs6 to a md.
how many times do we have to appear to oppose this request??? We do not want
Campus CT to go to the i20 access rd. was a environmental impact study done as
required by both State and Federal law?

Eddie & Bonnie Schneider
[2557 Campus CT](#)
[Abilene, TX](#)



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

Rezoning request for property on Garfield and Campus Court

Eddie Earles <earles@yahoo.com>

Mon, Jul 5, 2021 at 5:41 PM

To: cheryl.sawyers@abilenetx.gov

How many times and how often are we going to be subjected to this request for a variance? The entire neighborhood has been fighting this for several years and I think this is the third or fourth time he has tried to change the restrictions. It seems we have to do this about every 15-18 months. What he is requesting to do would seriously damage our neighborhood and eventually lower our property values. The traffic through our area would seriously increase on streets that were not intended for that kind of traffic.

Eddie Earles
2421 Rountree

Sent from my iPhone



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

Fwd: Hillcrest neighborhood

1 message

warnerb <warnerb@suddenlink.net>
To: cheryl.sawyers@abilenetx.gov

Tue, Jul 6, 2021 at 11:41 AM

Sent from my Galaxy Tab® A

Dear Mrs. Sawyers,

I am writing to inform you that I strongly oppose any rezoning measure that would allow entry into our neighborhood from the I-20 access road. The traffic in our neighborhood has steadily increased throughout the years with many of the homes now becoming rent houses for college students. The increase of traffic and the speed at which many of them drive has made our quiet neighborhood not so quiet and not so safe anymore. Please vote to keep our neighborhood a residential SINGLE family zone with NO access to the I-20 service road.

THANK YOU!
Bob and Mickie Warner
[55 Spears Circle](#)
[Abilene Tx 79601](#)

Sent from my Galaxy Tab® A



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

Rezoning 2660, 2664, 2886 Garfield

Bradon Owens <bradoncarey@yahoo.com>

Sat, Jul 3, 2021 at 4:18 PM

To: cheryl.sawyers@abilenetx.gov, council@abilenetx.gov

Good afternoon.

I'm writing to express my concern about the request to rezone the above properties, specifically the request to allow traffic to flow from I-20 into my neighborhood.

I can't imagine any residential neighborhood would be in favor of allowing traffic from an interstate freeway to flow into their neighborhood. The risks and costs seem to me to be so very obvious that it seems a waste of time to write this email. However, I am doing so in order to make it clear I, and everyone else I've spoken with in this neighborhood, are opposed to the change.

I've lived in this neighborhood for 10+ years. This is a wonderful, diverse neighborhood filled with families with children, the elderly, and university students. Given the diversity of the neighborhood, I very much appreciate our ability to live together so peacefully. This is generally a quiet place where I feel safe walking with my family and allowing my son to ride his bike. I bought my home because of these characteristics.

If the traffic were to increase due to an inflow from I-20, these walks and bike rides would have to end. I would sell my home and move out of the neighborhood. Others would soon follow. All that would be left behind would be the elderly who are unable to move and rental properties. This would quickly turn this neighborhood into another area of blight in Abilene. I think we have quite enough of these areas already. Home values would drastically decrease. Crime rates would increase. The roads would need to be repaired more often due to increased traffic. This neighborhood is an Abilene treasure and it must be saved.

Access from I-20 already exists just east of our neighborhood. It takes just a few minutes to exit Judge Ely from I-20 and arrive at my home. There is absolutely no reason at all to add an additional way into our neighborhood from I-20.

I ask that you vote to deny this rezoning request and maintain the current restrictions that council provided in 2014 to protect our neighborhood. There is simply just no logical reason not to.

Thank you.

Bradon Carey Owens
25 Spears Circle
Abilene TX 79601



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

Planning & Zoning Meeting 7/6/2021 Agenda item Z-2021-19

1 message

Timothy Owen <tc_owen@att.net>

Tue, Jul 6, 2021 at 7:07 AM

To: "cheryl.sawyers@abilenetx.gov" <cheryl.sawyers@abilenetx.gov>

Dear Planning & Zoning Commission,

I live at 2618 Garfield Ave and I am opposed to the zoning change request as put forth in Z-2021-19 by Prairie Song LLC.

I am also strongly opposed to removing the restriction granted by the City Council in 2014 that would prevent a direct connection between our neighborhood and the I-20 service road.

I am unable to attend today's meeting due to work commitments, but I have appeared before the Commission before and stated my opposition to this zoning request change. My reasons are still the same - increased traffic on a street that is not suited for additional traffic (Campus Ct), potential for increased crime due to the increase of rental properties, and the devaluation of our properties due to the increase of rental properties and transient population.

Thank you for your consideration in this matter.

Timothy Owen
2618 Garfield Ave
Abilene, TX 79601
972.979.2234



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

Re: Hillcrest neighborhood

lisamiller295@suddenlink.net <lisamiller295@suddenlink.net>

Tue, Jul 6, 2021 at 10:57 AM

To: Cheryl.sawyers@abilenetx.gov

-Dear Mrs. Sawyers

>

> Please vote against an option to rezone our nice, quiet, safe neighborhood into a multi-family residential area with access to I-20. We value our neighborhood and our neighbors. Please help us protect our safety and our streets.

> Thank you!

>

> Respectfully,

> Lisa and Al Miller

> 50 Spears Circle

> Abilene, Tx



Fwd: [Council] Re: Removal of Restriction for I-20 Access

----- Forwarded message -----

From: **Laura Ashlock** <lta99a@acu.edu>

Date: Fri, Jul 16, 2021 at 11:31 AM

Subject: [Council] Re: Removal of Restriction for I-20 Access

To: <cheryl.sawyers@abilenetx.gov>, <council@abilenetx.gov>

Greetings,

It has come to our attention that the owner of the property at 2660, 2664, 2668 Garfield (north of Garfield and Campus Court) is requesting the removal of the restriction to access I-20 from Campus Court granted to the neighborhood by the City Council in 2014.

I want to take a moment to strongly request, once again, that you uphold your decision granting restriction to access I-20 service road from Campus Court. In other words, do not allow access to I-20 from Campus Court.

Access to the I-20 service road from Campus Court would significantly increase traffic, disrupting our neighbors' safe and peaceful environment (aka taxpayers), and we enjoy.

There is no need for drivers to get to I-20 via Campus Court as there are access streets on either side of the neighborhood - West Lake Road and Judge Ely Boulevard.

This zone change request has been brought before Planning and Zoning multiple times in the past eight years. There has been strong opposition from the neighborhood in each of the previous cases regarding aspects of the proposed use.

Both P&Z and City Council recognize the negative impact these would have on our neighborhood, and because of that, we humbly request you uphold your previous decision.

Respectfully,

Laura Ashlock

Office of General Counsel

Legal Services Specialist

lta99a@acu.edu | O 325-674-2393

Hardin Administration Building, Room 111

ACU box 29125, Abilene, Texas 79699



GO WILDCATS!!

--
You received this message because you are subscribed to the Google Groups "Council" group.
To unsubscribe from this group and stop receiving emails from it, send an email to council+unsubscribe@abilenetx.gov.
To view this discussion on the web visit https://groups.google.com/a/abilenetx.gov/d/msgid/council/CAH%3Df34EXw2ujbgnFCB_x8xP%3DnrFn%2BxXYeb4Ccvbf78638wZ77Q%40mail.gmail.com.



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

Re: Removal of Restriction for I-20 Access

Laura Ashlock <lta99a@acu.edu>

Fri, Jul 16, 2021 at 11:31 AM

To: cheryl.sawyers@abilenetx.gov, council@abilenetx.gov

Greetings,

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Both P&Z and City Council recognize the negative impact these would have on our neighborhood, and because of that, we humbly request you uphold your previous decision.

Respectfully,

Laura Ashlock
Office of General Counsel
Legal Services Specialist
lta99a@acu.edu | O 325-674-2393

Hardin Administration Building, Room 111
ACU box 29125, Abilene, Texas 79699



GO WILDCATS!!

PROJECT OVERVIEW

Project Type: Zoning Application

ID # 21-000086 | **Started** 06/07/2021 at 2:19 PM



Address

Abilene, TX USA 79601

Legal

A0580 Sur 84 T & P Ry
Co Blk Block 14 Lot Acres
12.0
A0580 Sur 84 T & P Ry
Co, Block 14, Acres 12.04

Property Info

Property ID: 41069

Description

This rezoning request is to support a development concept that matches the existing feel of the neighborhood and better conform to surrounding uses. The request is to rezone from PD to RS-6 and MD as shown in the attached graphic. Single family housing similar to the existing neighborhood would be constructed in what is shown as RS-6 along Garfield, and anticipated development in the MD zoning district would be some form of single story residential development. It is not expected that these two tracts would be connected in any form, as what is proposed as MD would have its only ingress/egress onto E Stamford Street.

INFORMATION FIELDS

Owner Name

Prairie Song, LLC

Agent Name

Jacob & Martin

Block

-

Lot

-

Acreage

14.65

Legal Description of property

A0580 SUR 84 T & P RY CO, BLOCK 14, ACRES 12.04; HILLCREST ADDN SEC 4, BLOCK 11; HILLCREST ADDN SEC 4, BLOCK 10, LOT 4 & 5 & ABND ALLEY

Subdivision Name

Hillcrest Addition

Current Zoning

PD

Proposed Zoning

RS-6 & MD

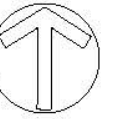
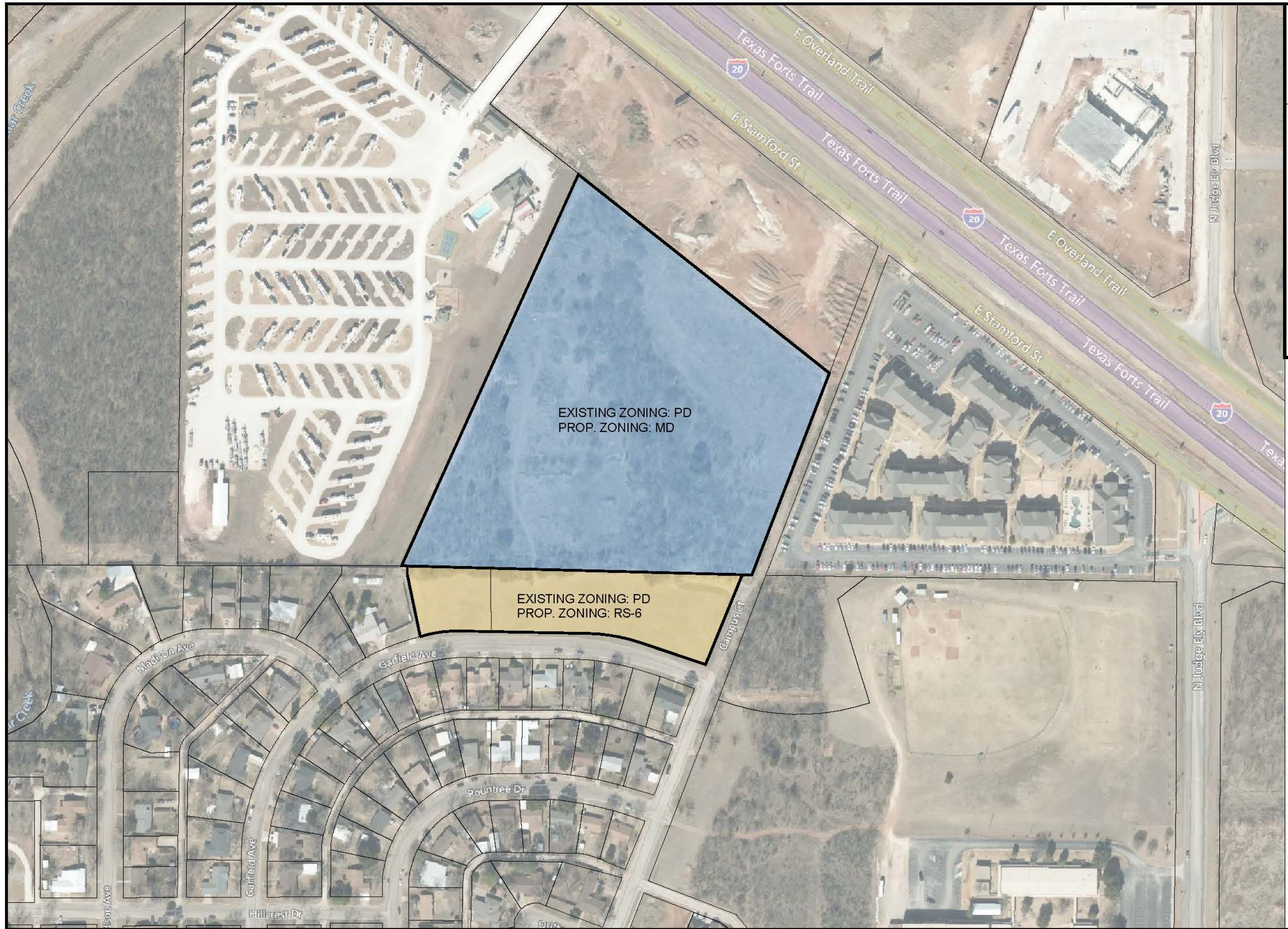
Agree to Terms

Clayton Farrow 6-7-2021

GENERAL COMMENTS

No data for General Comments.

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Clayton Farrow	cfarrow@jacobmartin.com 3256951070	3465 Curry Lane Abilene, TX 79606-2287	Engineer	APPLICANT
Prairie Song Llc	-	Po Box 3098 Abilene, TX 79604-3098	-	Property Owner



3406 CURRY LANE
201 LANE, TX 76006
325-665-1070
1503 SANTA FE DR, STE 204
WEATHERFORD, TX 76086
817-584-8880
4820 S. LOOP 280, STE 104
LUBBOCK, TX 79414
806-388-8376



ORDINANCE NO. 55-2014

AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A PORTION OF PUBLIC RIGHT OF WAY; PROVIDING FOR THE 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 a Public Right of Way, as described on Exhibit "A," attached hereto and made a part of this ordinance for all purposes, be, and the same is hereby abandoned, vacated and closed insofar as the right, title or easement of the public is concerned, subject to conditions as stated in Exhibit A.

PART 2: That said portion of a Public Right of Way is not needed for public purposes and it is in the public interest of the City of Abilene to abandon said described portion of a 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 tracts of land 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 this 24th day of July, A.D. 2014.

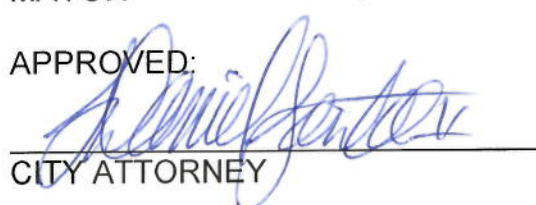
A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20th day of June, 2014, the same being 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 second and final reading.

PASSED ON FINAL READING THIS 14th day of August, A.D. 2014.

ATTEST:


CITY SECRETARY


MAYOR

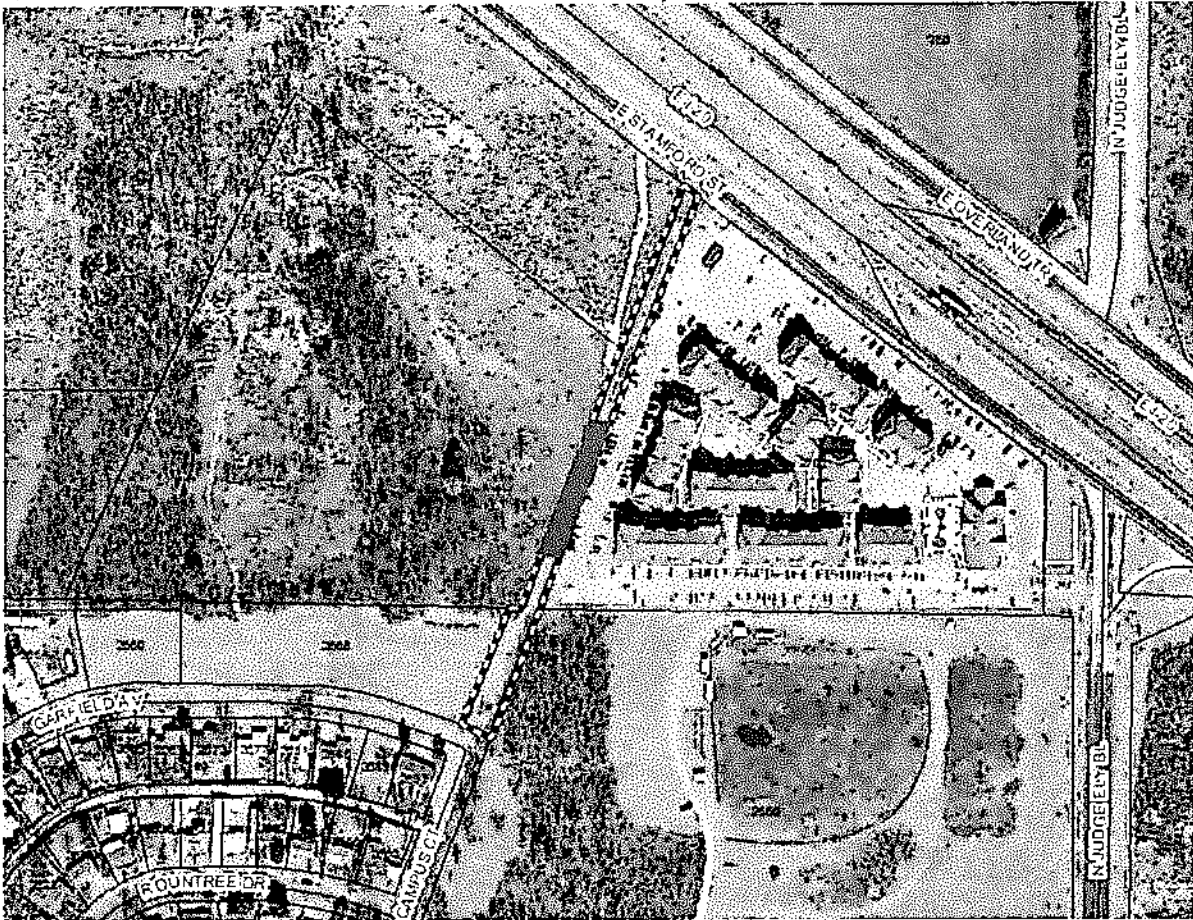
APPROVED:

CITY ATTORNEY

ORDINANCE NO. 55-2014

EXHIBIT "A"

The City of Abilene hereby abandons: a portion of Campus Court from a line 450 feet south of the frontage road right-of-way (ROW) southward to a line 300 feet north of the ROW for Garfield Ave.

All Public ROW as indicated and shown in the map below within the solid (red) area:



With the following conditions:

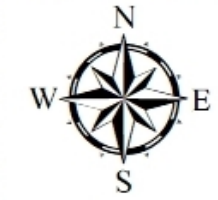
1. Drainage & Utility Easements shall be required within the abandoned ROW.
2. The property must be replatted within 12 months. The replat must not create any non-conforming lots.

-END-

Case: Z-2021-19
Owner: Prairie Song, LLC
Request: Rezone Planned Development District
(PDD 144) to Residential Single-Family
(RS-6) and Medium Density (MD)
Location: 2668 Garfield Avenue
Notification: 0 in Favor, 24 Opposed
Planning & Zoning Recommendation: Approval

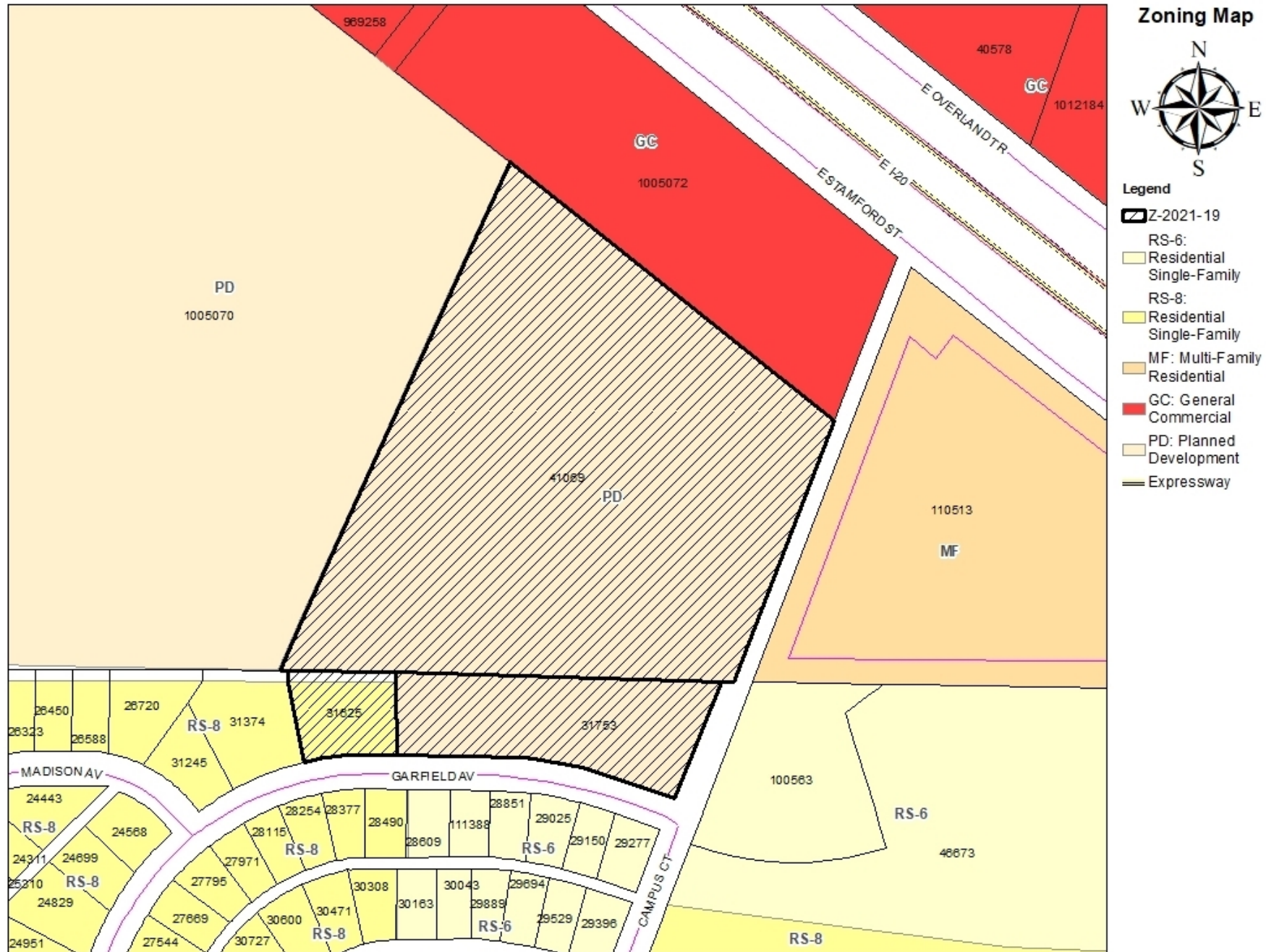


Location Map



Legend

 Z-2021-19



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

Permitted Uses in MD Zoning

RESIDENTIAL USES:

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

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

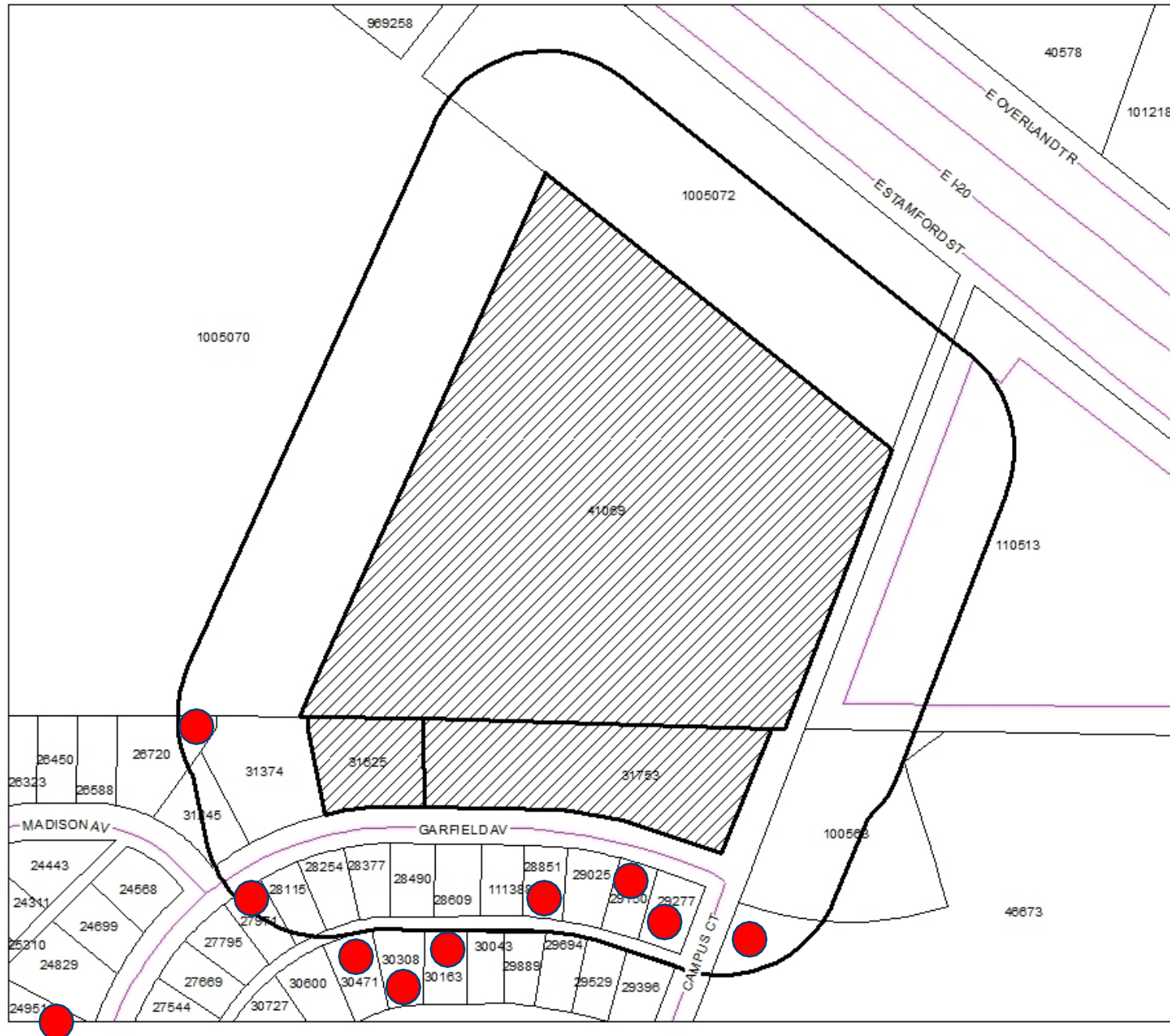
P
C
TP

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

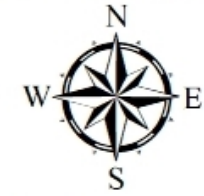




Z-2021-19 NOTIFICATION AREA MAP



Notification Map



Legend

- 200' Notification Area
- Z-2021-19

- 0 - In Favor-
- 10 - Opposed-
- 14 - outside of notification area
- 5.62% Opposition

- 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: 7/29/2021

TO: Robert Hanna, City Manager

FROM: Cheryl Sawyers, Planning Services Manager

SUBJECT: **20. Ordinance (First Reading) SNC-2021-01:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from The Development Corporation of Abilene to Change the Name of Corridor Drive to Great Lakes Cheese Drive. Corridor Drive Lies Within the Access Business Park and Extends East from Highway 36, at a Location Approximately 0.25 Mile Southeast From Loop 322 and 0.15 Mile Northwest from FM 18 in Eastern Abilene *(Cheryl Sawyers)*

GENERAL INFORMATION

The request is to change the street name from Corridor Drive to Great Lake's Cheese Drive.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the the requested renaming of this right-of-way, subject to the following condition(s):

1. Change the name from Great Lake's Cheese Drive to Great Lakes Drive.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. SNC-2021-01 draft ordinance
2. SNC-2021-01 Staff Report
3. SNC-2021-01 Application
4. SNC-2021-01 Council presentation

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, FOR
A STREET NAME CHANGE OF CORRIDOR DRIVE TO GREAT LAKES DRIVE, AS
DESCRIBED BELOW AND CALLING A PUBLIC HEARING.**

WHEREAS, it is the recommendation of the Planning and Zoning Commission of the City of Abilene that Corridor Drive, in the City of Abilene, located at Highway 36 and Kinsolving Drive should be renamed; and

WHEREAS, it is the opinion of the City Council that this street should be renamed; now, therefore,

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

PART 1: That Corridor Drive, as described above, be renamed and will hereafter be known as Great Lakes Drive.

PART 2: That the City Engineer be and is hereby authorized and directed to change his maps, plats, and records to include such name to be the proper name of the street described above.

PART 3: That the Planning and Development Services Department, be and is hereby authorized and directed to change its maps, plats, and records to reflect such name change, and further that the Planning and Development Services Department shall provide notice of the renaming of such street to all other City departments including the Fire and Police Departments.

PASSED ON FIRST READING the 29th day of July, 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 19th day of June, 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 12th day of August, 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 12th day of August, 2021.

ATTEST:

CITY SECRETARY

MAYOR

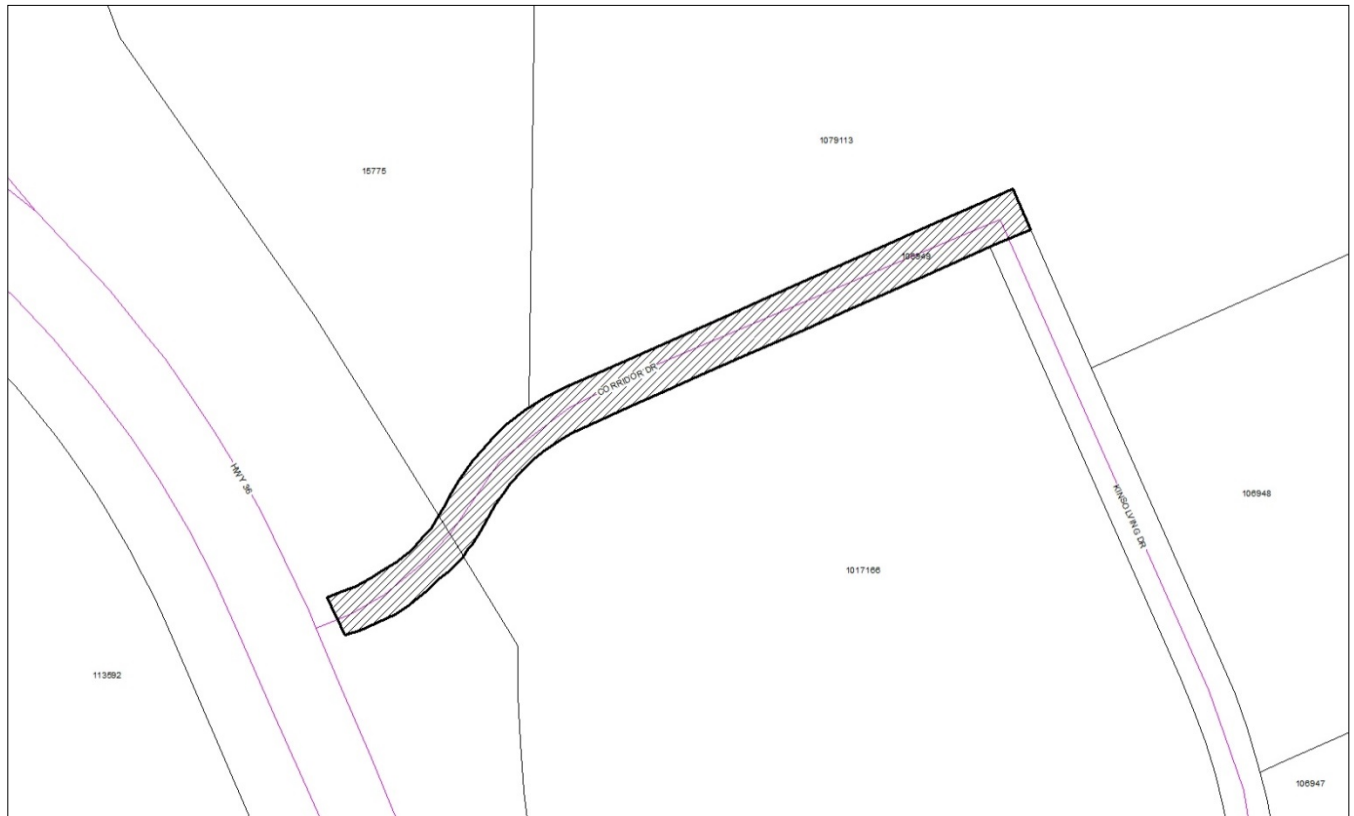
APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the name of Corridor Drive to Great Lakes Drive, as said street is shown on subdivision plat of Section 1 of Access Business Park, Abilene, Taylor County, Texas.



-END-

SNC-2021-01

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: July 6, 2021

City Council 1st Reading: July 29, 2021

City Council 2nd Reading: August 12, 2021

Applicant

Development Corporation of Abilene, Inc.

Request

Street Name Change from Corridor Drive to Great Lake's Cheese Drive

Location

Approximately 606.37-feet of right-of-way connecting Highway 36 and Kinsolving Drive.

Background

Corridor Drive was dedicated and platted within Section 1 of Access Business Park in 2018. The Development Corporation of Abilene is proposing this street name change for a new 280,000-square foot manufacturing facility for Greenfield Packaging Plant (Great Lakes Cheese) located to the south of Corridor Drive within Lot of 1 of Block A of Section 1, Access Business Park.

Request Analysis

The proposed street name change was reviewed by the Development Review Committee (DRC) that includes 911 Addressing and the Traffic Services Departments. Traffic Services objected the street name change as the proposed name "is too long to fit on a street name sign."

The Planning Department informed the applicant of the above issue and the applicant is now requesting an alternative street name change of "Great Lakes Drive." Traffic Services considers this name satisfactory.

Criteria Assessment

Section 3.2.7.14 (f) of the Land Development Code states that, in making a determination regarding a requested street name change, the Planning and Zoning Commission and the City Council may apply certain conditions:

Conditions may be placed on the approval, including a requirement that the applicant is responsible for some or all of the public costs associated with the change (example, new street signs, etc.)

Staff Recommendation

Staff recommends approval of the the requested renaming of this right-of-way, subject to the following condition(s):

1. Change the name from Great Lake's Cheese Drive to Great Lakes Drive.

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, staff mailed personal notices on June 19, 2021, via certified mail to the applicant and other property owners within a 200-foot radius of the subject abandonment request. These property owners and associated parcel ID numbers are identified in Table 1.

Table 1

Owner	Parcel ID	Response
DEVELOPMENT CORP OF ABL	1017166	
CITY OF ABILENE	106949	
DEVELOPMENT CORP OF ABL	1079113	
DEVELOPMENT CORP OF ABL	15775	

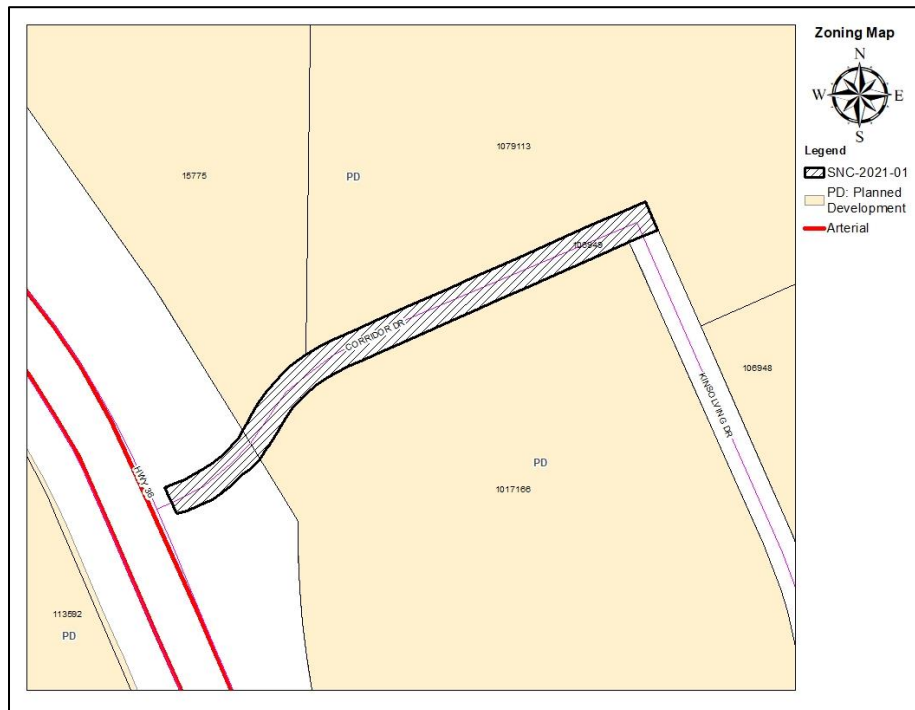
Attachments:

- Application
- FRP-1518, Access Business Park Plat
- DRC Comments
- PowerPoint

LOCATION MAP



ZONING MAP



Section 3.2.7.14 Street Names

(f) Renaming or changing existing street names.

(1) Application shall be submitted to the Planning Department no less than 21 days prior to the date of the Planning and Zoning Commission meeting at which the request is to be heard. An application form for such requests is available in the Planning and Zoning office.

If a Department of the City is the applicant, an application form will be required but no application fee is required. The Department Manager is required to sign an application for their Department.

(2) All requests or proposals are submitted to Plat Review Committee members 3 days following application submittal.

(3) Notice of the Plat Review Committee is posted 4 days prior to the meeting. The notice contains the agenda, which itself contains street name change requests.

(4) Owners of property within 200 feet of the request are notified of the Planning and Zoning Commission meeting at which the request is to be heard.

(5) Notice of the request is published in the newspaper 15 days prior to the date of the City Council final action on the ordinance changing the street name.

(6) The Plat Review Committee reviews the request and makes a recommendation to the Planning and Zoning Commission.

(7) The Planning and Zoning Commission shall hold a public hearing on the request. If denied and not appealed, the proposed change cannot be resubmitted for at least one year. If approved or denied and appealed, the request goes to City Council in the form of an ordinance.

(8) The City Council shall consider the ordinance at two readings - the second reading being a public hearing.

(9) Conditions may be placed on the approval, including a requirement that the applicant is responsible for some or all of the public costs associated with the change (for example, new street signs, etc.).

(Ord. No. 8-2010, pt. 1 (Exh. A), 4-22-10)

CITY OF ABILENE

STREET NAME CHANGE

06/29/2021

CASE # SNC-2021-01

THOROUGHFARE LOCATION: A 606.37-foot rights-of-ways that connects with State Highway 36 and Tower View Dr.

PROPOSED STREET NAME CHANGE: Corridor Drive to Great Lakes Cheese Drive

REPRESENTATIVE: James M. Rogge, P.E.

TITLE: Traffic Services

I HAVE REVIEWED THE ABOVE STREET NAME CHANGE REQUEST AND FIND IT TO BE:

☐

SATISFACTORY

☒

UNSATISFACTORY (explain below:

☐

SATISFACTORY WITH CONDITIONS

THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

This is unacceptable as a street name, because it is too long to fit on a street name sign.

6/28/2021
DATE

James M. Rogge, P.E.
SIGNED: DIRECTOR / REPRESENTATIVE

CITY OF ABILENE
STREET NAME CHANGE

06/29/2021

CASE # SNC-2021-01

THOROUGHFARE LOCATION: A 606.37-foot rights-of-ways that connects
with State Highway 36 and Tower View Dr.

PROPOSED STREET NAME CHANGE: Corridor Drive to Great Lakes Cheese
Drive

REPRESENTATIVE: BLAKE H. TULLOCH

TITLE: GIS/ADDRESSING TECHNICIAN

I HAVE REVIEWED THE ABOVE STREET NAME CHANGE AND FIND IT TO BE:



SATISFACTORY



UNSATISFACTORY (explain below:)



SATISFACTORY WITH CONDITIONS

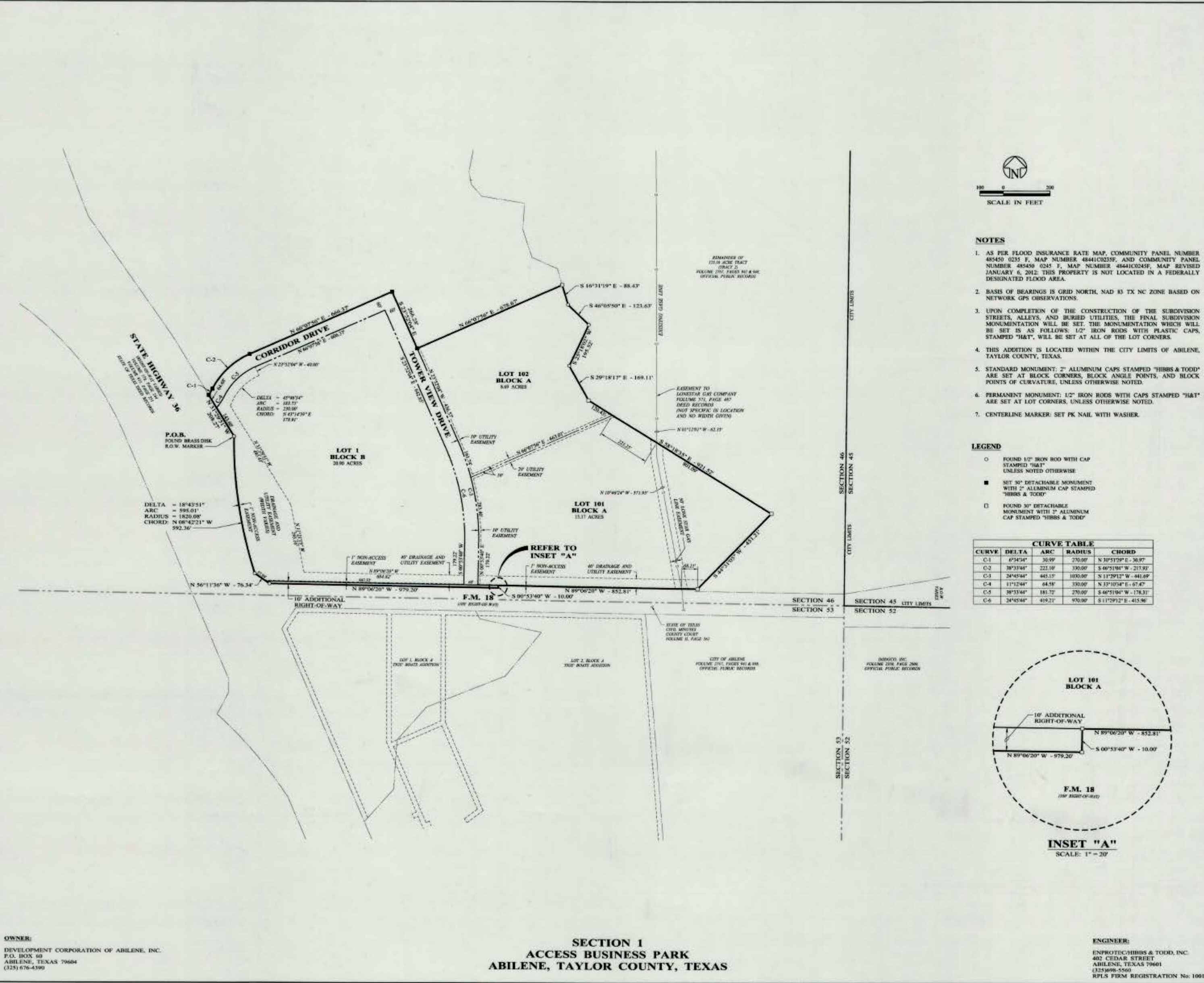
THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

06/29/2021

DATE

Blake Tulloch

SIGNED: DIRECTOR / REPRESENTATIVE



OWNER:
DEVELOPMENT CORPORATION OF ABILENE, INC.
P.O. BOX 60
ABILENE, TEXAS 79604
(325) 676-4390

SECTION 1
ACCESS BUSINESS PARK
ABILENE, TAYLOR COUNTY, TEXAS

ENGINEER:
ENPROTEC/HIBBS & TODD, INC.
402 CEDAR STREET
ABILENE, TEXAS 79601
(325) 698-5560
RPLS FIRM REGISTRATION No: 10011900

PLANNING COMMISSION
THIS PLAT IS HEREBY APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF ABILENE, TEXAS AND THE COUNTY CLERK IS HEREBY AUTHORIZED TO FILE SAID PLAT IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 97A, VERNON'S ANNOTATED CIVIL STATUTES, AND ARTICLE 907B, PENAL CODE OF TEXAS, AS AMENDED.

PLANNING DIRECTOR
FILED WITH PLANNING DIRECTOR
CITY OF ABILENE, TEXAS

DATE: 4/12/18
CHAIRMAN: [Signature]
ATTEST: [Signature]
SECRETARY: [Signature]
PLANNING DIRECTOR: [Signature]

DIRECTOR OF PUBLIC WORKS
THE DEDICATION FILED, IN CONNECTION WITH THIS PLAT IS HEREBY APPROVED AND ALL STREETS, ALLEYS, AND PUBLIC AREAS SHOWN HEREON ARE HEREBY ACCEPTED ON BEHALF OF THE PUBLIC BY THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF ABILENE, TEXAS.

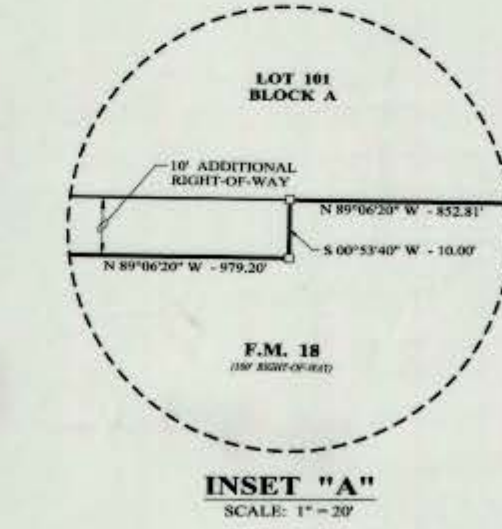
COUNTY CLERK
I CERTIFY THAT THE SUBDIVISION PLAT DESCRIBED HEREIN WAS FILED FOR RECORD ON

DATE: 4/12/18
FILE NUMBER: 2018-00015332
COUNTY CLERK: Larry G. Davis
DEPUTY: Sue C. Carrington

- NOTES**
- AS PER FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 485450 0235 F, MAP NUMBER 4841C0235F, AND COMMUNITY PANEL NUMBER 485450 0245 F, MAP NUMBER 4841C0245F, MAP REVISED JANUARY 6, 2012: THIS PROPERTY IS NOT LOCATED IN A FEDERALLY DESIGNATED FLOOD AREA.
 - BASIS OF BEARINGS IS GRID NORTH, NAD 83 TX NC ZONE BASED ON NETWORK GPS OBSERVATIONS.
 - UPON COMPLETION OF THE CONSTRUCTION OF THE SUBDIVISION STREETS, ALLEYS, AND BURIED UTILITIES, THE FINAL SUBDIVISION MONUMENTATION WILL BE SET. THE MONUMENTATION WHICH WILL BE SET IS AS FOLLOWS: 1/2" IRON RODS WITH PLASTIC CAPS, STAMPED "H&T", WILL BE SET AT ALL OF THE LOT CORNERS.
 - THIS ADDITION IS LOCATED WITHIN THE CITY LIMITS OF ABILENE, TAYLOR COUNTY, TEXAS.
 - STANDARD MONUMENT: 2" ALUMINUM CAPS STAMPED "HIBBS & TODD" ARE SET AT BLOCK CORNERS, BLOCK ANGLE POINTS, AND BLOCK POINTS OF CURVATURE, UNLESS OTHERWISE NOTED.
 - PERMANENT MONUMENT: 1/2" IRON RODS WITH CAPS STAMPED "H&T" ARE SET AT LOT CORNERS, UNLESS OTHERWISE NOTED.
 - CENTERLINE MARKER: SET PK NAIL WITH WASHER.

- LEGEND**
- FOUND 1/2" IRON ROD WITH CAP STAMPED "H&T" UNLESS NOTED OTHERWISE
 - SET 90° DETACHABLE MONUMENT WITH 2" ALUMINUM CAP STAMPED "HIBBS & TODD"
 - FOUND 90° DETACHABLE MONUMENT WITH 2" ALUMINUM CAP STAMPED "HIBBS & TODD"

CURVE	DELTA	ARC	RADIUS	CHORD
C-1	6°34'54"	30.99	270.00	N 30°51'29"E - 30.97
C-2	38°33'44"	221.10	330.00	S 46°51'04"W - 217.93
C-3	24°45'44"	445.13	1030.00	N 11°29'12"W - 441.69
C-4	11°12'44"	64.58	330.00	N 32°10'54"E - 67.47
C-5	38°33'44"	181.72	270.00	S 46°51'04"W - 178.31
C-6	24°45'44"	419.21	970.00	S 11°29'12"E - 415.96



OWNER'S CERTIFICATE AND DEDICATION

THE UNDERSIGNED OWNER(S) OF THE HEREINAFTER DESCRIBED REAL PROPERTY HAVE CAUSED SUCH PROPERTY TO BE SURVEYED AND PLATTED AND TO BE SUBDIVIDED INTO BLOCKS, LOTS, STREETS, ALLEYS, UNDER THE NAME OF

**SECTION 1
ACCESS BUSINESS PARK
ABILENE, TAYLOR COUNTY, TEXAS**

AS SHOWN ON THE ATTACHED PLAT AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER FOR ALL PUBLIC PURPOSES THE STREETS, ALLEYS, LANES, EASEMENTS, PARKS AND OTHER PUBLIC LANDS SHOWN THEREON THE LANDS INCLUDED WITHIN SUCH PLAT OR SUBDIVISION ARE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

"FIELD NOTES ATTACHED"

OWNER'S CERTIFICATE AND DEDICATION

EXECUTED THIS 29 DAY OF March 2018

KENT SHARP
CEO, DEVELOPMENT CORPORATION OF ABILENE

ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF TAYLOR

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY

PERSONALLY APPEARED KENT SHARP

KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME ACT OF THE SAID

DEVELOPMENT CORPORATION OF ABILENE

A CORPORATION, AND THAT HE EXECUTED THE SAME AS THE ACT OF SUCH CORPORATION FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 29 DAY OF March A.D. 2018

JUDY DRINNON
Notary Public, State of Texas
My Commission Exp 06-09-19

Judy Drinnon Taylor
NOTARY PUBLIC
COUNTY, TEXAS

GENERAL NOTES

SHEET 1 OF 1 SHEETS ACREAGE 48.14

SCALE 1" = 200' SMALLEST LOT 378,465 SQ FT LARGEST LOT 910,578 SQ FT

SURVEYOR CERTIFICATE AND PLAT DESCRIPTION

CERTIFICATION:

I HEREBY CERTIFY THAT THE PLAT SUBMITTED HERewith REPRESENTS A TRUE SURVEY MADE BY THE UNDERSIGNED OR UNDER MY SUPERVISION ON THE GROUND AND THAT PERMANENT MARKERS AND MONUMENTS HAVE BEEN SET AS INDICATED ON THE PLAT AND IN ACCORDANCE WITH THE "SUBDIVISION REGULATIONS" OF THE CITY OF ABILENE

PLAT DESCRIPTION:

**SECTION 1
ACCESS BUSINESS PARK
ABILENE, TAYLOR COUNTY, TEXAS**

RILEY ELMER GRIFFITH
5063
REGISTERED PROFESSIONAL LAND SURVEYOR

03/29/2018
DATE

RILEY ELMER GRIFFITH
REGISTERED PROFESSIONAL LAND SURVEYOR

ORDINANCE NO. 049-2019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, FOR A STREET NAME CHANGE OF TOWER VIEW DRIVE TO KINSOLVING DRIVE, AS DESCRIBED BELOW AND CALLING A PUBLIC HEARING.

WHEREAS, it is the recommendation of the Planning and Zoning Commission of the City of Abilene that Tower View Drive in the City of Abilene, located at Highway 36 and FM 18 should be renamed; and,

WHEREAS, it is the opinion of the City Council that this street should be renamed; now, therefore,
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

PART 1: That Tower View Drive, as described above, be renamed and will hereafter be known as Kinsolving Drive .

PART 2: That the City Engineer be and is hereby authorized and directed to change his maps, plats, and records to include such name to be the proper name of the street described above.

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto. PASSED ON FIRST READING this 25th day of August, 2019.

PART 4: 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 29th day of August, 2019, 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 12th day of September, 2019 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 12th DAY OF SEPTEMBER, 2019.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. 049-2019

EXHIBIT "A"

Change the name of Tower View Dr. to Kinsolving Dr.

Legal Description:
Access Business Park, Section 1



Location:
Tower View Drive to Kinsolving Drive as it extends South to North from FM 18 to
Corridor Dr.

-END-



Development Application

Planning

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

Project Name: Access Business Park
Address: Highway 36 and FM 18 No. of lots: _____ Acreage: _____
Legal Description: Lot 1, Block A, Access Business Park, Section 2
Subdivision Name: _____ Block: _____ Lot: _____
Current Zoning: _____ Proposed Zoning (if applicable): _____

OWNER AND AUTHORIZATION

Owner Name: Development Corporation of Abilene, Inc.
Address: 174 Cypress St., #301
City, State, Zip: Abilene, Tx 79601 Fax: _____
Phone: (325) 225-3278 Email: julie.johncox@abilenedcoa.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) Julie Johncox will act as my agent before the Planning and Zoning Commission.

Agent Name: Julie Johncox
Address: 174 Cypress St., #301
City, State, Zip: Abilene, Texas 79601 Fax: _____
Phone: (325) 225-3278 Email: julie.johncox@abilenedcoa.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: [Signature] Date: 5/7/21

FOR OFFICE USE ONLY

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



Development Application

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

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

Re: Access Business Park

Change the name of the existing road off of Highway 36 from Corridor Drive to Great Lakes Cheese Drive. The company purchased 76.75 acres to build a 280,000 sq. ft. plant and invest \$184.5 million in the building of the facility.



Development Application

RECOMMENDATIONS

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

PUBLIC NOTIFICATION

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

PLEASE READ BEFORE SIGNING

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

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

SIGNED: _____

A handwritten signature in black ink, appearing to be "Ally Delp", written over a horizontal line.

DATE: _____

5/17/21



Development Application

Fee Schedule

Filing/Application Fees

Board of Adjustment	\$400
---------------------	-------

Zoning

Zone Change Request/Conditional Use	\$1,500
Planned Development District	\$2,000
Planned Development District, Amendment	\$1,000
Site Plan	\$500
Minor Site Plan	\$250
Zoning Determination/Verification Letter	\$100
Voluntary Annexation	\$600
Landmarks Commission Application	\$50
Appeal to City Council	\$250
Airport Zoning Permit	\$100
Sidewalk Waiver or Deviation (Site Plan)	\$250
Misc. Zoning-related Application ¹	\$100

Subdivision

Preliminary Development Plan	\$0
Plat, Preliminary (the applicant will also be responsible for actual filing costs)	\$500+ ²
Plat, Final (the applicant will also be responsible for actual filing costs)	\$500+ ²
Plat, Minor (the applicant will also be responsible for actual filing costs)	\$500+ ²
Plat, Replat (the applicant will also be responsible for actual filing costs)	\$500+ ²
Easement Release	\$400
Thoroughfare Abandonment (based on land value)	\$1,500+ ³
Street Name Change (applicant also responsible for notification costs)	\$800
Proportionality Appeal	\$500
Sidewalk Waiver or Deviation (Plat)	\$250
Sidewalk Deferral Agreement	\$100
Misc. Subdivision-related Application ¹	\$100

Signs

Sign Permit – Billboard (based on sign value)	\$500+ ⁴
Sign Permit – Non-Billboard ⁵ (based on sign value)	\$200+ ⁴
Sign Permit – Portable	\$50

Other

Itinerant Business Permit	\$100
Misc. Other Permit/Application ¹	\$100

Documents & Maps

Ordinances, Minutes	See below
Publications, Reports, Other Documents	See below
Maps	See below

Notes:

¹Misc. permit fee is for new permits/processes/applications established by ordinance to be applied until such time that a specific fee is established.

²Plat fees are \$500 for first 4 lots, plus \$20 per lot thereafter. See RECORDING FEES for actual filing costs with Taylor County Clerk's Office.

³Thoroughfare Abandonment Fee 10% of the calculated land value of the ROW area to be abandoned, based on the average square footage value of adjacent properties, per the most recent official Appraisal District valuation. Minimum fee is \$1,500. Any portion over the minimum fee is refundable if the abandonment is not approved.

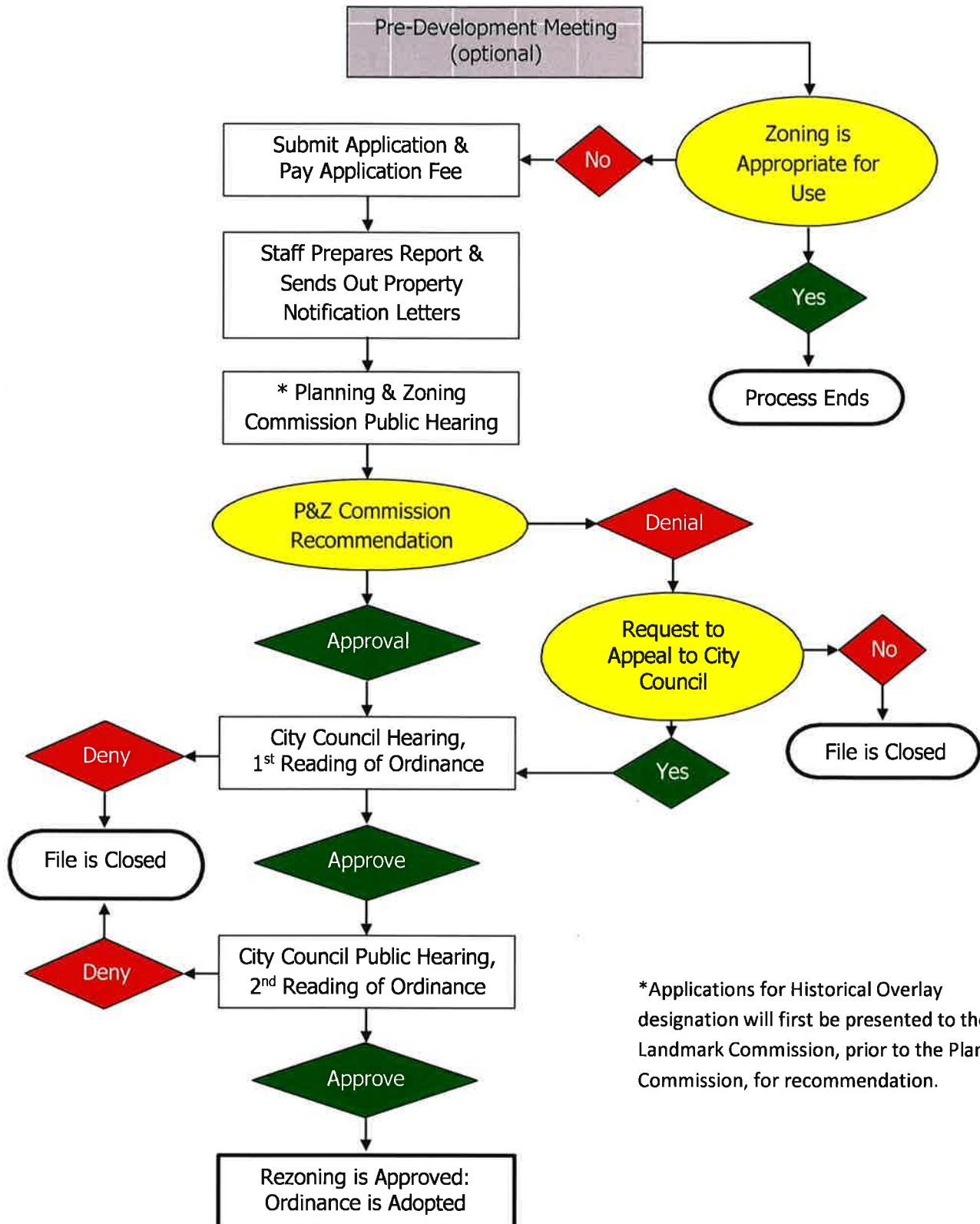
⁴Sign Permit Fee, other than for portable signs, is 2% of the sign value OR the minimum fee noted above, whichever is greater.

⁵Multiple wall signs submitted as a single application will only be assessed one fee for all signs. However, each freestanding sign requires an individual permit.



Development Application

Zoning • Conditional Use • PDD Amendment • Street Name Change • Thoroughfare Abandonment
Flowchart



Section 3.2.7.14 Street Names

(f) Renaming or changing existing street names.

(1) Application shall be submitted to the Planning Department no less than 21 days prior to the date of the Planning and Zoning Commission meeting at which the request is to be heard. An application form for such requests is available in the Planning and Zoning office.

If a Department of the City is the applicant, an application form will be required but no application fee is required. The Department Manager is required to sign an application for their Department.

(2) All requests or proposals are submitted to Plat Review Committee members 3 days following application submittal.

(3) Notice of the Plat Review Committee is posted 4 days prior to the meeting. The notice contains the agenda, which itself contains street name change requests.

(4) Owners of property within 200 feet of the request are notified of the Planning and Zoning Commission meeting at which the request is to be heard.

(5) Notice of the request is published in the newspaper 15 days prior to the date of the City Council final action on the ordinance changing the street name.

(6) The Plat Review Committee reviews the request and makes a recommendation to the Planning and Zoning Commission.

(7) The Planning and Zoning Commission shall hold a public hearing on the request. If denied and not appealed, the proposed change cannot be resubmitted for at least one year. If approved or denied and appealed, the request goes to City Council in the form of an ordinance.

(8) The City Council shall consider the ordinance at two readings - the second reading being a public hearing.

(9) Conditions may be placed on the approval, including a requirement that the applicant is responsible for some or all of the public costs associated with the change (for example, new street signs, etc.).

(Ord. No. 8-2010, pt. 1 (Exh. A), 4-22-10)

2021 Planning and Zoning Commission

PD Application Deadline	Zoning Application Deadline	Planning and Zoning Commission Regular Meeting ***	Planning and Zoning Commission Workshop as Needed ***	(PM) CITY COUNCIL (1st Reading)	(AM) CITY COUNCIL (2nd Reading) ***
20-Nov-20	07-Dec-20	05-Jan-21	19-Jan-21	28-Jan-21	11-Feb-21
18-Dec-20	04-Jan-21	02-Feb-21	16-Feb-21	25-Feb-21	11-Mar-21
15-Jan-21	01-Feb-21	02-Mar-21	16-Mar-21	25-Mar-21	08-Apr-21
19-Feb-21	08-Mar-21	06-Apr-21	21-Apr-21	22-Apr-21	13-May-21
19-Mar-21	05-Apr-21	04-May-21	18-May-21	27-May-21	10-Jun-21
16-Apr-21	03-May-21	01-Jun-21	15-Jun-21	24-Jun-21	08-Jul-21
21-May-21	07-Jun-21	06-Jul-21	20-Jul-21	22-Jul-21	12-Aug-21
18-Jun-21	05-Jul-21	03-Aug-21	17-Aug-21	26-Aug-21	09-Sep-21
23-Jul-21	09-Aug-21	07-Sep-21	21-Sep-21	23-Sep-21	14-Oct-21
20-Aug-21	06-Sep-21	05-Oct-21	19-Oct-21	28-Oct-21	04-Nov-21
17-Sep-21	04-Oct-21	02-Nov-21	16-Nov-21	18-Nov-21	02-Dec-21
22-Oct-21	08-Nov-21	07-Dec-21	21-Dec-21	16-Dec-21	13-Jan-22

2021 Board of Adjustment Calendar

Application Deadline	Meeting Date ***
15-Dec-20	12-Jan-21
12-Jan-21	09-Feb-21
09-Feb-21	09-Mar-21
16-Mar-21	13-Apr-21
13-Apr-21	11-May-21
11-May-21	08-Jun-21
15-Jun-21	13-Jul-21
13-Jul-21	10-Aug-21
17-Aug-21	14-Sep-21
14-Sep-21	12-Oct-21
12-Oct-21	09-Nov-21
16-Nov-21	14-Dec-21

***These meetings
require public
hearings and the
applicant or a
representative
must be present.

Case: SNC-2021-01

Owner: Development Corporation of Abilene Inc.

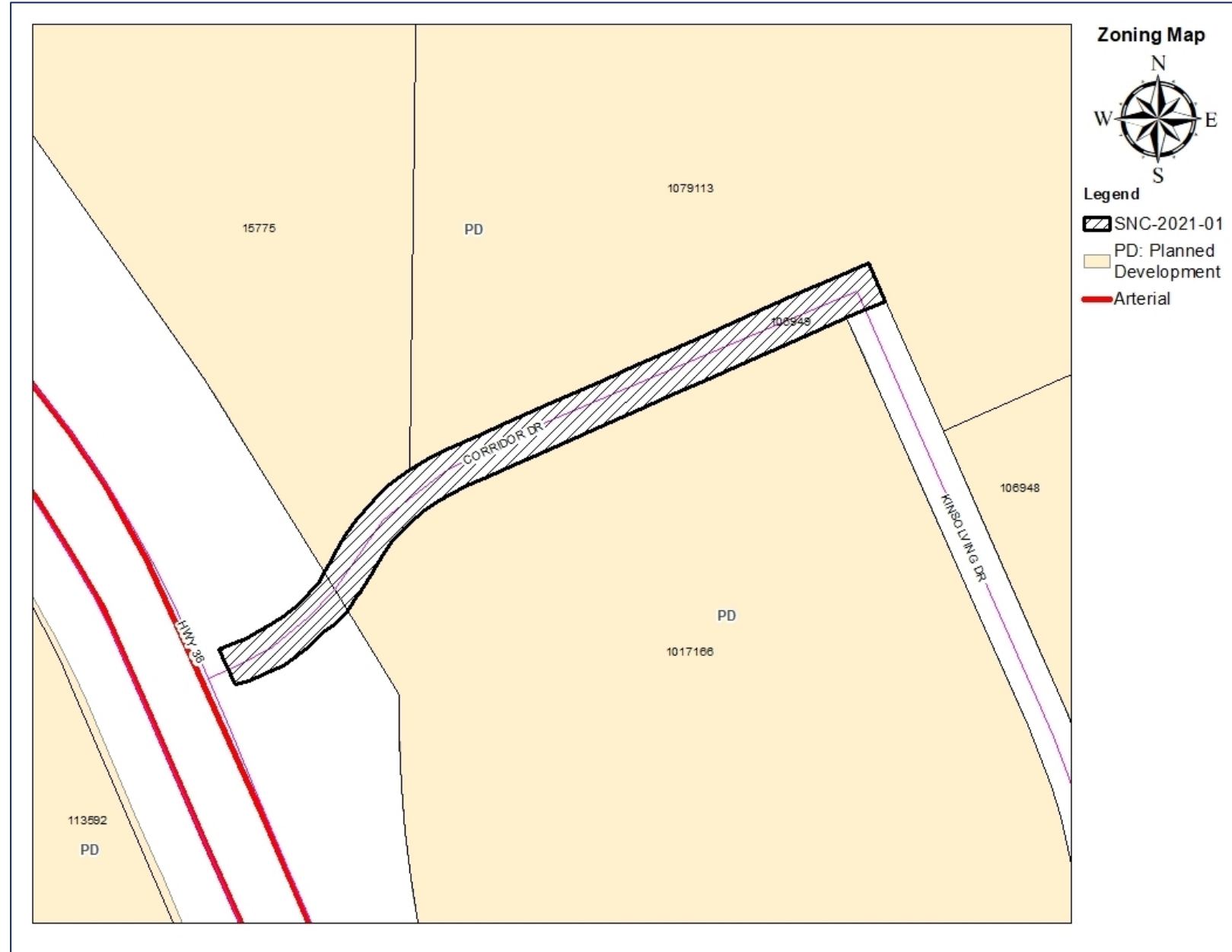
Request: Change the name of Corridor Drive to Great Lakes Cheese Drive

Location: Corridor Drive east of Highway 36 and north of Kinsolving Drive

Notification: 0 in Favor, 0 Opposed

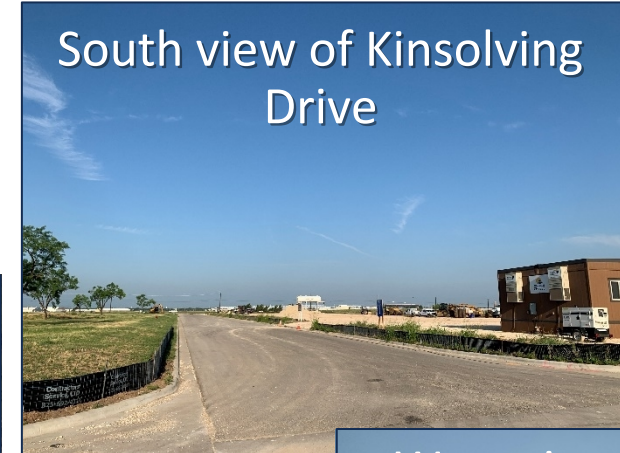
Planning & Zoning Recommendation: Approved







South view of Kinsolving Drive



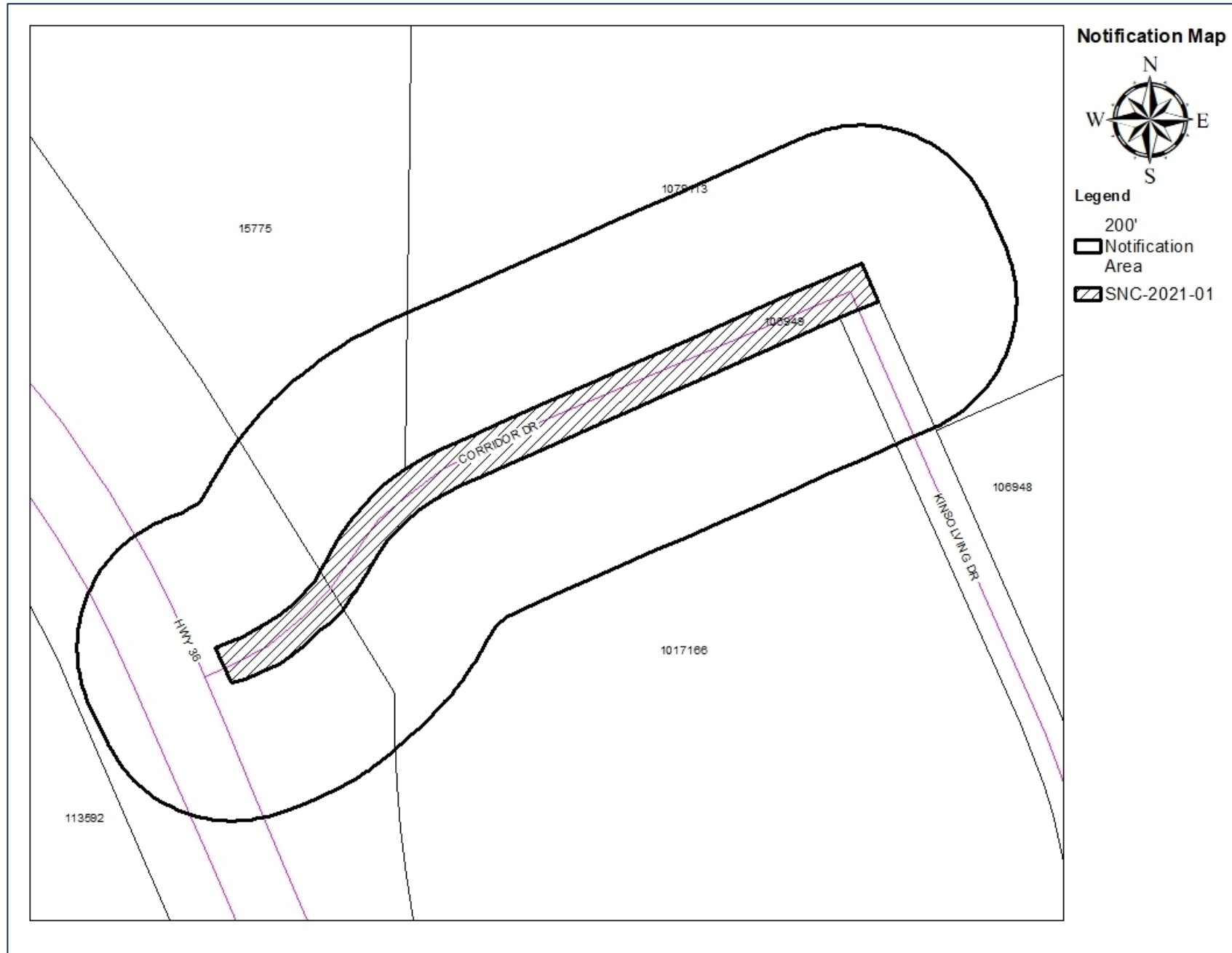
West view of Corridor Drive



East view of Corridor Drive



SNC-2021-01 NOTIFICATION AREA MAP



- Reviewed Pursuant to Section 3.2.7.14 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval with conditions
 1. Change the name from Great Lakes Cheese Drive to Great Lakes Drive
- Planning and Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 21. Resolution: Receive a Report, Hold a Discussion and Public Hearing and Take Action to Approve a Contract with ArkStar to Create and Monitor a More Focused Marketing Effort for the United Airlines Service at Abilene Regional Airport (Don Green)

GENERAL INFORMATION

In an effort to accelerate the growth in passenger demand for the United Airlines' service between Abilene Regional Airport (ABI) and Houston Intercontinental George Bush Airport, Airport staff discussed strategies with SkyWest, the airline flying the United brand service.

SkyWest recommended ArkStar as a marketing consultant. Airport staff spoke with and requested a scope and fee proposal from ArkStar to conduct a focused digital marketing campaign based on internet searches and other data analytics. The data allows more specific marketing outreach to likely travelers flying to and from ABI. ArkStar will also send team members to Abilene to assist Airport staff with outreach to local and regional companies that have employees who travel frequently to promote the service and benefits of United's MileagePlus program as well as the convenience of using ABI. Additionally, ArkStar will monitor fares and bring discrepancies to United's attention to try to resolve to make using ABI a better cost benefit.

The contract is initially for three months and Airport staff recommends an option for an additional three months.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The three-month cost of fixed services in this proposal is \$47,500. However, Airport staff recommends authorization for \$60,000 to include additional hourly work and miscellaneous costs for ArkStar travel and other unforeseen tasks in support of this effort. Therefore, the total authorized cost for both contract periods is \$120,000. The Airport will use funds received from its CARES, CRSSA and ARPA grants.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation on July 27, 2021.

ATTACHMENTS:

1. ArkStar Resolution 7-29-21
2. Arkstar Marketing Services Contract
3. ArkStar Presentation 7-29-21

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE LAND USE PLAN FOR ABILENE REGIONAL AIRPORT**

WHEREAS, the City of Abilene (City) owns and operates Abilene Regional Airport (ABI); and

WHEREAS, SkyWest began operating as United Airlines for scheduled air service between ABI and Houston George Bush Intercontinental Airport on October 21, 2020; and

WHEREAS, the pandemic has challenged passenger growth of this new service; and

WHEREAS, SkyWest and Airport Staff see a need to increase targeted digital marketing and use data analytics to better identify potential passengers; and

WHEREAS, ArkStar is a firm that performs such specialized marketing for air service and has provided a satisfactory scope and fee proposal at a cost not to exceed \$60,000 for three months of work; and

WHEREAS, Airport staff requests the option to extend the contract an additional three months at the City's option.

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

- I. That City Council approves the contract with ArkStar for three months with an option for a second three-month period at a total cost of up to \$120,000.
- II. That this action is effective immediately upon Council approval.

ADOPTED this 29th day of July 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This contract, dated the 29th day of July, 2021, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and ArkStar ("Professional").

The City is engaged in air services marketing and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her services on the terms and conditions provided in this Contract.

The Professional is a qualified air services marketing firm properly licensed/certified to practice in the State of Texas. Professional desires to render professional services as further described in Attachment A to the City on the terms and conditions provided in this Contract.

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

THEREFORE, the City engages the services of the Professional. In consideration of the mutual promises contained in this Contract, the parties agree as follows:

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment A, the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by October 31, 2021, with an option to extend to January 31, 2022 at the City's discretion.

II. PAYMENT

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

III. ASSIGNMENT

The Professional may not assign in whole or in part any rights, duties, obligations or interest arising from this agreement without the City's prior written consent. In the event of an assignment by the Consultant to which the City has consented, the assignee or assignee's legal representative must agree in writing with the City to personally assume, perform, and be bound by all the provisions of this Contract. All of the terms and provisions of this Contract are binding on Contractor's successors and assigns and may be enforced by the City against such successors and assigns.

IV. STATUS OF PROFESSIONAL

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

V. AMENDMENT OR MODIFICATION

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

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VII. NONDISCLOSURE

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

Texas Labor Code Section 406.096 requires a city to ensure that contractors carry workers' compensation for each employee when the city is a party to any "building or construction contract." The code enumerates that "building and construction" includes:

- (A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
☐ 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
☒ 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☐ 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
☐ 4. Professional Liability	\$500,000 combined single limit (per occurrence)
☐ 5. See Addendum for Special Coverages and/or revisions	

6. No Insurance Required

X. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XI. TERMINATION

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

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

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

XII. PROJECT REPRESENTATION

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

XIII. NOTICE

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

City – ATTN: **Don Green, Director of Transportation Services,
2933 Airport Blvd, Ste 200, Abilene, TX 79602**

Professional - ATTN: **Gary Foss, Principal,
11776 Stephenville Dr., Frisco, TX 75035**

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XV. NO INDEBTEDNESS

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

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

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

XVI. EQUAL EMPLOYMENT OPPORTUNITY

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

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XIX. SALES TAX

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

XX. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Contract is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Contract will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

XXI. BOYCOTT OF ISRAEL

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees, and (b) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. Additionally, "company" does not include a sole proprietorship.

If this section is applicable, the signatory executing this contract on behalf of company verifies that the company does not boycott Israel and will not boycott Israel during the term of this contract.

XXII. SECTIONS AND OTHER HEADINGS

Section, paragraph, and other headings contained in this Contract are for reference purposes only and do not affect in any way the meaning or interpretation of this Contract.

XXIII. COUNTERPARTS

This Contract may be executed in two or more counterparts (including fax, email, or electronic PDF counterparts), each of which shall be deemed an original and all of which together shall constitute one instrument.

{Remainder of Page Intentionally Left Blank—Signature Page Follows}

IN WITNESS HEREOF, the parties hereto have executed this contract effective as of the date written above:

CITY OF ABILENE

PROFESSIONAL

By:

By:

Title:

Title:

Address:

Phone Number:

Federal Tax ID#:

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

Corporate Seal (if available)

APPROVED:

By: _____
City Attorney

ATTACHMENT A

Scope of Services

SEE FOLLOWING PAGES

Abilene Regional Airport ArkStar Engagement Proposal

July 10, 2021

Mr. Don Green
Director of Transportation
City of Abilene, TX
2933 Airport Blvd.
Abilene, TX 79602

Dear Don,

It was a pleasure speaking with you again and to speak with Kate over the phone recently. ArkStar is delighted to submit this proposal to develop your United Airlines service at Abilene Regional Airport ("ABI") to Houston Intercontinental Airport ("IAH").

Overseeing the schedule, pricing and the sales efforts at ABI for American Airlines from 2001 through 2012, I understand the unique challenges of establishing United Airlines service to IAH. But with less American capacity and more traffic than during my time at American, the market unserved from ABI is large enough -- and enough people are driving to Dallas/Ft Worth International Airport ("DFW"), Dallas Love Field ("DAL") and Austin-Bergstrom International Airport ("AUS") -- to support two air carriers there.

ArkStar views air service development from the perspective of the airline managing the brand, as American Airlines viewed air service development for ABI. While we would be honored to engage in the targeted media plans outlined and introduce Abilene area organizations and individuals to the many products United has to offer directly, those are just two components of marketing. Ensuring your flights connect optimally; air fares are competitive on a connecting basis in the many markets American connects ABI to at Dallas/Ft. Worth International Airport ("DFW"); ensuring organizations such as the Chamber of Commerce or economic development entities have content on United products and promotions that can be pushed to the business community; and actionable reporting as done at major airlines, are all important. ArkStar brings this to the regional market with personnel having many years of network air carrier experience.

Generating product awareness will take two forms -- awareness of the "new" IAH flights which launched mid-pandemic and awareness of the specific United products that best align with each individual Abilene area organization that has significant travel.

Marketplace Awareness - Media

ArkStar proposes a unique geotargeted three-month media campaign using social networks, Search Engine Marketing ("SEM"), digital banner ads and Connected Television. Rather than generate wastage through general radio or print advertising, we advertise only to demonstrated travelers and those with an interest in travel. We track not only Click-Through-Rates to united.com, but actual airline bookings made by zip code.



Dallas/Ft. Worth Office
11776 Stephenville Drive
Frisco, TX 75035

(817) 637-4544

Abilene Regional Airport

ArkStar Engagement Proposal

(Continued from Page 1)

ArkStar's Click-Through-Rates are many multiples of industry standards as a result.

The objective of the marketing campaign will be to boost United Airlines traffic from ABI. Our recommendation is two-fold: An outbound media plan that wins back travelers leaking from catchment area zip codes to DFW, DAL and AUS where ABI is truly the airport of convenience and an inbound plan focused on incrementing additional traffic to ABI from Houston Point of Sale ("POS"). We would propose a three-month outbound campaign for each, launching August 1, 2021 through October 31, 2021

We recommend outbound media to be focused in zip codes 60-minutes drive time to the east and south and 90 minutes to the north and west. Zip codes should not be closer to the San Angelo Regional Airport ("SJT").

Individuals who live in the catchment area zip codes whose phone was "seen" in any of the following airports: ABI, DFW, DAL or AUS, since October 1, 2018 will be targeted. IP Mapping technology allows us to buy the cell phone IDs' and synchronize phones to every device linked to that cell phone number. We then advertise to these demonstrated traveler's Smart TV, Desktop Computer, Laptops, Tablets and other phones. If ABI is their airport of convenient, and they travel -- or are thinking about travel -- we will find them.

The second group we will advertise to as part of the outbound campaign are individuals with live travel intent -- i.e. people searching Expedia, aa.com, hilton.com, rental car websites, online travel magazines and other travel related websites.

Media assets are proposed to highlight "new" United IAH service with three categories of customized ads. The first will focus on the Visiting Friends and Relatives demographic (VFR) where there is unprecedented pent-up demand. The message theme will be "reunite". The second will focus on United city destinations to the east, given the back-haul for westbound traffic, with a message of "it's time". The third will focus on the B-2-B market with a general message of "see them before your competitors do". All media will be branded as United Airlines. ArkStar has a special relationship with United and will develop these ads in conjunction with them.

This recommendation includes a combination of paid search, social media, digital banner ads and Connected TV

→ **Search Engine Marketing**

- Also referred to as PPC/pay per click or google Ad words this tactic allows us to increase our visibility in search engine result pages
- If a traveler types in any reference to "cheap fares", "discounts", "American Airlines" "Dallas/Ft Worth Airport", "DFW" FSD or any of 200 or so other 'Keywords', they will receive a sponsored ad promoting IAH
- The strategy is to capitalize on people already actively searching for flights, the "low-hanging fruit"

Abilene Regional Airport

ArkStar Engagement Proposal

(continued from Page 2)

→ Facebook/Instagram Ads and videos

- Will target devices from catchment zip codes seen at ABI, DFW, DAL or AUS since October 1, 2018
- 36 customized ads will be produced with a mix of photos and text which can be changed to a fresh message
- Six video ads will be produced and distributed, focused on VFR / United destinations each with a customized message
- Fares to markets with connections beyond IAH with accompanying images will be advertised
- Facebook and Instagram are both owned by Facebook, so ads are seamless between platforms

→ Digital Display Banner Ads

- Will target devices from catchment zip codes seen at ABI, DFW, DAL or AUS since October 1, 2018
- Banner ads across the web as travelers browse (i.e. ESPN, Conde Naste)
- 126 customized ads will be produced in six sizes to optimize results across all devices: desktop computers, laptops, tablets, mobile, etc.

→ Connected TV (CTV) Commercials (also referred to as OTT (over the top), DTV (digital TV) or Streaming TV

- Will target individuals with travel interest/intent and devices from catchment zip codes seen at ABI, DFW, DAL or AUS since October 1, 2018
- Digital TV reaches people who are unplugged from broadcast TV and are watching programs on devices and aggregators such as Roku, Amazon Fire, Apple TV, PlayStation, Xbox, Chromecast, Smart TV, Sling, Crackle, Xumo and Pluto
- ArkStar will customize at least six television commercials for ABI focused on the same themes as the digital ads outlined above

The distribution price for the full three-month outbound distribution campaign, with an 800,000 impression guarantee, to include purchase of all cell phone IDs, distribution and a monthly performance report would be \$20,000 or only 2 ½ cents per impression.

Conceptualization of customized, images, video footage, music, artwork and production of all assets would be \$7,500. All customized assets produced will be the property of ABI for future use.

We would propose a three-month inbound campaign targeting anyone in the Houston MSA whose cellphone was seen in the Abilene catchment zip codes since October 1, 2018. We would propose Facebook / Instagram; Digital Display Banner ads and Connected TV commercials using the same themes as the outbound campaign. Pricing for ad distribution guaranteeing 1,000,000 impressions over the three months would be \$15,000 or only 1 ½ cents per impression.

Abilene Regional Airport

ArkStar Engagement Proposal

(continued from Page 3)

Introducing Abilene Area Travelers to United Products

Generating loyalty to United Airlines in a market dominated by American for so many years is key to long term success. As 75% of pre-pandemic industry revenue was driven by corporate traffic, United has a bevy of complimentary discount and loyalty programs designed to drive loyalty that both organizations and individuals can benefit from.

We would introduce these products via sales calls by phone or in person and webinars. The products will be matched uniquely to companies and organizations to stimulate travel in close coordination with you or anyone you designate. We often work with Chambers of Commerce or Economic Development offices.

→ Mileage Plus for Everyone

- United's Frequent Flyer program is a starting point. Sold on sales calls, we would provide content to be pushed out via the Chamber of Commerce or other community organizations. 35 airlines, Star Alliance members and others participate in the program.

→ Status Match tier upgrades for Top Travelers

- Converting top travelers from American's AAdvantage program, will be a focus. United will match the top-tier status for a customer who supports another airline so that they can enjoy the same benefits that they were on the other frequent flyer program out of ABI. Because of our relationship with United we have a process in place that will allow for quick confirmation without the customer having to fill out a form.

→ Propel Discounts for Larger Organizations

- An upfront corporate discount program that ArkStar negotiates on behalf of United that provides discounts of 2 to 19 percent, based on volume. These are three-year agreements with no market share goals. The customary threshold of \$250,000 in annual spend on United has been lowered to \$150,000 annually for regional markets we are engaged in.
- Discounts are valid on United connecting itineraries on partner airlines
- Employees of organizations on Propel can qualify for a 10% discount on leisure travel for themselves, family and friends traveling on the same itinerary. Other benefits include the ability to upgrade the status of key travelers, First Class upgrades and United Club membership.
- Working with United, we will identify Abilene companies that may already be on this program through their headquarters and then work to ensure local awareness.

Abilene Regional Airport

ArkStar Engagement Proposal

(continued from Page 4)

→ **PerksPlus for Small and Medium Size Organizations**

- United Airlines offers a soft-dollar loyalty program where the organization can accrue free tickets on United or use points earned for status upgrades and club passes in addition to what the traveler earns in the Mileage Plus frequent flyer program. The company's "points" can be converted to an individual's Mileage Plus account, which is a competitive advantage over American's program.

In support of the sales effort, we would ask that the Chamber of Commerce or other community organization provide a local introduction asking the traveling organization to carve away a few minutes for a discussion that will ensure they are receiving the full benefit of United products.

Fares

Industry air fares change twice daily at the hubs, with rub off impact on spokes such as ABI. If engaged for sales support, we will monitor fares in your Top 15 markets versus DFW, DAL and AUS weekly. We work directly with United Airlines Revenue Management and will make a business case for adjustment where necessary. As Greg at SkyWest will tell you, we have had excellent success.

Analysis

Key to an analytical based approach to sales and marketing is effective reporting. ArkStar will generate a report each month of the sales engagement that covers Key Performance Indicators: 1) enplanements; 2) % of fares within \$75 of DFW, DAL and OMA 3) % of traffic booked within 21 days (an indicator as to how much business travel versus leisure is being captured); 4) completion factor, controllable completion factor and on-time performance 5) roundtrip traffic and capacity 6) key markets 7) traffic and capacity changes at DFW versus IAH

The report will be in a format whereby it can be presented to the ABI Airport Board or any other group you desire.

Industry Update

In the fast-paced aviation environment tracking broader traffic trends, capacity changes by carrier, airline strategies and sentiment indicators can help set airport and marketing strategy. We provide a weekly Industry Update to clients in a form that allows for select slides to be presented to an Airport Board or other group. Customers find it helpful to apprise US Congressional offices they may work with.

ArkStar can put your United Airlines service on a strong platform, Don. We look forward to taking the next step with you.

Abilene Regional Airport

ArkStar Engagement Proposal

(continued from Page 5)

Compensation

Phone Sales, In Person Sales, Fare tracking and reporting will be billed at \$45.00 per hour. Overnight visits will also be charged at \$45.00 per hour with an eight-hour maximum per day.

Expenses will be charged at cost to include air fare, hotel, meals, gasoline and the costs of printing as required. All expenses will be approved by you in advance.

ArkStar can put your United Airlines service on a strong platform, Don. We can engage the sales team within the next couple of weeks as you desire.

We look forward to taking the next step with you.

Gary Foss

Gary D. Foss, Managing Partner

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) X

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

(Option 2)

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

- b.** The Professional shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Professional providing services on the project, for the duration of the project.
- c.** The Professional must provide a certificate of coverage to the City prior to being awarded the contract.
- d.** If the coverage period shown on the Professional's current certificate of coverage ends during the duration of the project, the Professional must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- e.** Professional shall obtain from each person providing services on a project and provide to City:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the Professional, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

- f. The Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Professional shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Professional shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Professional, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
 - (3) provide the Professional, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the Professional:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - (6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Professional is representing to the City that all employees of the Professional who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Professional's failure to comply with any of these provisions is a breach of contract by the Professional which entitles the City to declare the contract void if the Professional does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

ATTACHMENT E
NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT F
CHANGE IN SCOPE OF SERVICES

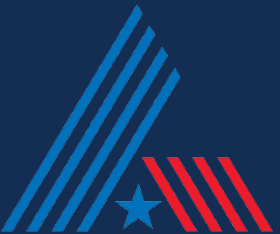
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City Council Meeting

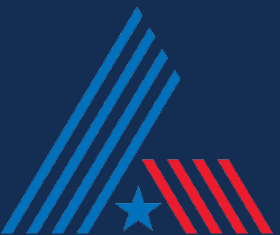
July 29, 2021



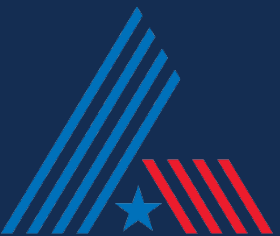
Abilene Regional Airport Marketing Agreement with ArkStar



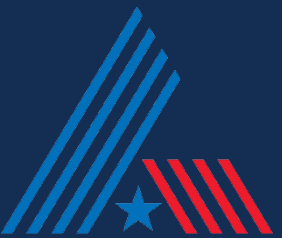
- In an effort to accelerate the growth in passenger demand for the United Airlines' service between Abilene Regional Airport (ABI) and Houston Intercontinental George Bush Airport, Airport staff discussed strategies with SkyWest, the airline flying the United brand service.
- Airport staff spoke with and requested a scope and fee proposal from ArkStar to conduct a focused digital marketing campaign based on internet searches and other data analytics.
- The data allows more specific marketing outreach to likely travelers flying to and from ABI. ArkStar will also send team members to Abilene to assist Airport staff with outreach to local and regional companies that have employees who travel frequently to promote the service and benefits of United's MileagePlus program as well as the convenience of using ABI.



- The contract is initially for three months and Airport staff recommends an option for an additional three months.
- The three-month cost of fixed services in this proposal is \$47,500. However, Airport staff recommends \$60,000 to include authorization for additional hourly work and miscellaneous costs for ArkStar travel and other unforeseen tasks in support of this effort. Therefore, the total authorized cost for both contract periods is \$120,000. The Airport will use funds received from its CARES, CRSSA and ARPA grants.



Questions?



ORDINANCE NO. _____

AN ORDINANCE APPROVING REVISED BUDGET FIGURES FOR FISCAL YEAR 2020-2021; FOR THE CITY OF ABILENE; APPROPRIATING FUNDS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager has prepared a revision of certain figures in the 2020-2021 budget and submitted same to the City Council; and,

WHEREAS, the City Council has reviewed and considered said proposed revised budget and made revisions of same; and,

WHEREAS, said budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 12th, 2021, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the revised figures, prepared and submitted by the City Manager for the 2020-2021 budget, be, and the same are hereby, in all things, approved and appropriated, and any necessary transfers between accounts and departments are hereby authorized, approved, and appropriated.

PART 2: That the City Manager and his authorized and designated employees, at his direction, be, and are hereby, authorized to sign or release easements, permits, licenses, and change orders; to sign interlocal agreements as authorized by state law; to sign documents authorizing the payment of funds, and to expend public funds as authorized by state law unless otherwise authorized by the City Council; to settle paving assessment, weed mowing, demolition, and other disputes based on legal questions of whether the assessments are enforceable or other extenuating factual circumstances. The City Manager is authorized to adjust compensation, within Council policy guidelines, of any City employee, including appointees, when in his discretion an adjustment needs to be made to retain qualified personnel. The intent of this section is to provide the ability to conduct daily affairs of the City, which involves numerous decisions of a routine nature and to retain qualified personnel.

PART 3: That the City Council hereby approves grants and contracts that are set out by this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to sign said federal, state, and other such grant and contract documents, including interlocal agreements, on behalf of the City. The funds for said contracts, agreements, and purchases are hereby approved and appropriated. The intent of this section is to approve and simplify the grant process and approve expenditures that are exempt from the Purchasing and Contracting Authority of Municipalities, Chapter 252 of the Local Government Code.

PART 4: That upon passage of this ordinance on first reading, the City Secretary be, and is hereby authorized and directed to have published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, a notice that a public hearing will be held in the Council Chambers of the City Hall in Abilene, Texas, at 8:30 A.M., on the 12th of August, 2021, to permit the public to be heard prior to consideration of this ordinance for second and final reading, said publication to be made on the 8th of August 2021, being more than twenty-four (24) hours prior to the time designated for such public hearing in accordance with Section 18 of the City Charter. 102.0065(b) Local Government Code, Special Notice by publication for Budget – except that if another law requires the governing body to give notice, by publication, of a hearing on a budget this section does not apply.

PART 5: That any ordinance, resolution, policy or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict. It is specifically provided that Resolution 40-1997 concerning liability claims shall remain in full force and effect.

PART 6: That the number, classification, and designation of each position as provided in Texas Local Government Code Ann., Chapter 143 (Vernon 1988), Municipal Civil Service, for the Police and Fire Departments, as set out below, are hereby created, established, and adopted as the official plan for the classified service of the Police and Fire Departments of the City of Abilene for the fiscal year October 1, 2020 through September 30, 2021, or as may be amended by City Council. Any position in the classified service of the Police and Fire Departments of the City of Abilene not below listed, is hereby abolished.

<u>Police Department</u>		<u>Fire Department</u>	
Assistant Police Chief	3	Deputy Fire Chief	2
Police Lieutenant	9	Battalion Chief	5
Police Sergeant	26	Fire Captain	12
Police Officers	<u>178</u>	Fire Lieutenant	33
	216	Fire Fighter	<u>146</u>
			198

PART 7: That the City's operating budgets are amended as set forth in Exhibit A attached and incorporated into as part of this Ordinance.

PASSED ON FIRST READING on the 27th day of July, 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
12th day of August, A.D. 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

All Operating Funds	Adopted 2020-2021	Amended 2020-2021
Fund Balance Beginning	\$71,426,802	\$74,995,411
Total Revenue	272,360,000	284,965,819
Total Expenditures	268,406,360	283,114,165
Fund Balance Ending	\$75,380,442	\$76,847,065

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022, FOR THE CITY OF ABILENE; APPROPRIATING FUNDS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager on June 30th, 2021, filed a proposed budget with the City Secretary for the fiscal year commencing October 1st, 2021; and,

WHEREAS, the City Council has reviewed and considered said proposed budget and made revisions of same; and,

WHEREAS, said proposed budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 12th, 2021, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the budget proposed by the City Manager for the fiscal year commencing October 1st, 2021, as revised by the City Council, be, and the same is hereby approved, adopted, and appropriated including transfers of General Fund equity to various Funds.

PART 2: That the City Manager and his authorized and designated employees, at his direction, be, and are hereby, authorized to sign or release easements, permits, licenses, and change orders; to sign interlocal agreements as authorized by state law; to sign documents authorizing the payment of funds, and to expend public funds as authorized by state law unless otherwise authorized by the City Council; to authorize disposition of City assets to appropriate entities when it serves a public purpose; to settle paving assessment, weed mowing, demolition, and other disputes based on legal questions of whether the assessments are enforceable or other extenuating factual circumstances. The City Manager is authorized to adjust compensation, within Council policy guidelines, of any City employee, including appointees, when in his discretion an adjustment needs to be made to retain qualified personnel. The intent of this section is to provide the ability to conduct daily affairs of the City, which involves numerous decisions of a routine nature and to retain qualified personnel.

PART 3: That the City Council hereby approves grants and contracts that are set out by this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to sign said federal, state, and other such grant and contract documents, including interlocal agreements, on behalf of the City. The funds for said contracts, agreements, and purchases are hereby approved and appropriated. The intent of this section is to approve and simplify the grant process and approve expenditures that are exempt from the Purchasing and Contracting Authority of Municipalities, Chapter 252 of the Local Government Code.

PART 4: That upon passage of this ordinance on first reading, the City Secretary be, and is hereby authorized and directed to have published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, a notice that a public hearing will be held in the Council Chambers of the City Hall in Abilene, Texas, at 8:30 A.M., on the 12th of August, 2021, to permit the public to be heard prior to consideration of this ordinance for second and final reading, said publication to be made on the 2nd of August 2021, being more than twenty-four (24) hours prior to the time designated for such public hearing in accordance with Section 18 of the City Charter. 102.0065(b) Local Government Code, Special Notice by publication for Budget – except that if another law requires the governing body to give notice, by publication, of a hearing on a budget this section does not apply.

PART 5: That any ordinance, resolution, policy or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict. It is specifically provided that Resolution 40-1997 concerning liability claims shall remain in full force and effect.

PART 6: That the number, classification, and designation of each position, as provided in Texas Local Government Code Ann., Chapter 143 (Vernon 1988), Municipal Civil Service, for the Police and Fire Departments, as set out below, are hereby created, established, and adopted as the official plan for the classified service of the Police and Fire Departments of the City of Abilene for the fiscal year October 1, 2021, through September 30, 2022, or as may be amended by City Council. Any position in the classified service of the Police and Fire Departments of the City of Abilene not below listed, is hereby abolished:

<u>Police Department</u>		<u>Fire Department</u>	
Assistant Police Chief	3	Deputy Fire Chief	2
Police Lieutenant	9	Battalion Chief	5
Police Sergeant	26	Fire Captain	12
Police Officers	<u>178</u>	Fire Lieutenant	33
	216	Fire Fighter	<u>146</u>
			198

PART 7: That the City's operating budgets are approved as set forth in Exhibit A attached and incorporated into as part of this Ordinance.

PASSED ON FIRST READING on the 27th day of July, 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
12th day of August, A.D. 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

All Operating Funds	Adopted 2021-2022
Fund Balance Beginning	\$76,847,065
Total Revenue	282,606,699
Total Expenditures	288,173,300
Fund Balance Ending	\$71,280,464

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, APPROVING THE ASSESSMENT ROLL FOR 2021, LEVYING AN AD VALOREM TAX FOR THE CITY OF ABILENE, TEXAS, FOR THE YEAR 2021; PROVIDING FOR THE ASSESSMENT AND COLLECTION THEREOF; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; CALLING A PUBLIC HEARING; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 26.05 of the Tax Code requires notice of a tax increase whether that increase occurs by an increase in the tax rate or a rise in property values or both; and

WHEREAS, the City of Abilene is proposing an effective tax rate increase and property values have risen in the City which trigger components of Section 26.05; and

WHEREAS, the components of Section 26.05 require Cities to post that an increase in property values even when the tax rate is held constant, is considered as an effective tax rate increase; now therefore,

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

PART 1: That the assessment roll for the year 2021, as compiled by the Chief Appraiser of the Central Appraisal District of Taylor County, and amended and approved by the Appraisal Review Board of Taylor County, on the 22nd day of July, 2021, be, and the same is hereby, in all things, approved and adopted.

PART 2: That there be, and is hereby levied, on all of the property located in the City of Abilene, Texas, on the 1st day of January, 2021, and not exempt from taxation by the Constitution and Laws of the State of Texas and the City of Abilene, an ad valorem tax in the aggregate total of --seventy-eight and fifty-one hundredths cents (78.51¢)-- on each one hundred dollars' (\$100.00) valuation of said property, apportioned as follows:

General Fund:

(a) Operations & Maintenance	\$.6019
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Debt Service Funds:

(a) 2007 Airport G.O. Series	\$.0010
(b) 2015 Refunding	.0138
(c) 2015 G.O. Series	.0163
(d) 2015 C.O. Series	.0021
(e) 2016 Refunding	.0312
(f) 2016 G.O. Series	.0268
(g) 2016 C.O. Series	.0025
(h) 2017 Refunding	.0040
(i) 2017 G.O. Series	.0159

(j)	2017 C.O. Series	.0091
(k)	2018 G.O. Series	.0054
(l)	2018A C.O. Series	<u>.0112</u>
(m)	2018B C.O. Series	.0017
(n)	2019 G.O. Series	<u>.0082</u>
(o)	2019 C.O. Series	.0137
(p)	2020 Refunding	<u>.0066</u>
(q)	2021 C.O. Series	<u>.0137</u>

Debt Rate \$.1832

TOTAL RATE FOR THE YEAR 2021 \$.7851

PART 3: That there be, and are hereby authorized exemptions as follows:

- 1) Homestead exemption -- fifteen percent (15%)
- 2) Age 65 and over exemption -- \$15,000

PART 4: THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.4 PERCENT AND WILL LOWER TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$3.

PART 5: That notice for the public hearing on the 12th day of August, 2021, was given by publication in the Abilene Reporter-News on the 2nd day of August, 2021.

PART 6: That a public hearing was held on the 12th day of August, 2021, in accordance with the City Charter.

PART 7: That any ordinance, resolution, policy or any provision or section of the Code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict.

PART 8: That this ordinance shall take effect immediately from and after its date of final passage.

PASSED ON FIRST READING on the 27th day of July, A.D. 2021.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the
12th day of August, A.D. 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING FEES AND CHARGES FOR THE FISCAL YEAR OCTOBER 1, 2021, THROUGH SEPTEMBER 30, 2022, FOR THE CITY OF ABILENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES, RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager on June 30th, 2021, filed a proposed budget with the City Secretary for the fiscal year commencing October 1st, 2021; and,

WHEREAS, the City Council has reviewed and considered said proposed fees and charges and made revisions of same; and,

WHEREAS, said proposed fee ordinance, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 12th, 2021, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the Schedule of Fees and Charges for the City of Abilene, Texas is revised as set out in Exhibit "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 section shall be the first billing cycle in October, A.D., 2021.

PASSED ON FIRST READING on the 27th day of July, 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
12th day of August, A.D. 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
ACCOUNTING	Duplicate release of lien	\$15.00	
	Hotel/motel penalty (State Regulation)	Penalty 15%	
	Interest on unpaid invoices	1.5% per month on outstanding balance	
	Lien filing fee (Taylor County) For more than 2 pages contact Accounting.	\$30.00	
	Returned check fee per check	\$30.00	
ALARM FEES			
Alarm Fees	Commercial/business only registration (annual fee)	\$50.00	
	Residential registration (annual fee)	\$20.00	
	Failure of permit holder to respond to alarm system activation	\$100.00	
False Alarm Service Fees	4-5 false alarm calls (per call)	\$50.00	
	6-7 false alarm calls (per call)	\$75.00	
	8 or more false alarm calls (per call)	\$100.00	
	Failure to respond	\$100.00	
ALCOHOL BEVERAGE PERMIT	Beer		
(State Regulated)	Branch distributor's license	\$37.50	
	General distributor's license	\$150.00	
	Importer's license	\$10.00	
	Manufacturer's license	\$375.00	
	Beer retailer's off premise	\$30.00	
	Retail Dealer's on-premise	\$75.00	
	Wine & beer retailer's permit	\$87.50	
	Wine & beer retailer's off premise	\$30.00	
	Brewpub license	\$250.00	
	Liquor		
	Brewer's permit	\$750.00	
	Caterer's permit (after 3 years)	\$250.00	
	Distiller's and rectifier's permit	\$750.00	
	Mixed beverage permit (after 3 years)	\$1,125.00 (fourth year)	
		\$750.00 (fifth and sixth years)	
		\$375.00 (seventh year and beyond)	
	Package store permit	\$250.00	
	Wine only package store permit	\$37.50	
	Wholesaler's permit	\$937.50	
	Winery permit	\$37.50	
	Mixed beverage late hours permit (after 3 years)	\$75.00	
	Fee not to exceed one-half the state fee for each permit or license issued, in accordance with Alcoholic Beverage Code Sec. 11.38 and Sec. 61.36.		
ANIMAL SERVICES	Dog and Cat Registration, Annual (\$2 goes directly to Clinic providing service)	\$8.00	
	Dangerous Dog permit, Annual	\$50.00	
	Duplicate registration tag	\$8.00	
Reclaiming Animals	DOGS & CATS		
	Redemption fee (per animal, 1st offense - 12 months)	\$20.00	
	Redemption fee (per animal, 1st offense - 12 months) - without proof of registration & without proof of rabies vaccination	\$30.00	
	Redemption fee (per animal, 2nd offense)	\$30.00	
	Redemption fee (per animal, 2nd offense) - without proof of registration & without proof of rabies vaccination	\$50.00	
	Redemption fee (per animal, 3rd offense, no spay/neuter)	\$50.00	
	Redemption fee (per animal, 3rd offense, no spay/neuter) - without proof of registration & without proof of rabies vaccination	\$70.00	
	Boarding fee, per day	\$5.00	
	Boarding fee, per day, for cruelty investigations	\$15.00	
	Microchipping fee	\$15.00	
	Rabies vaccination fee	\$15.00	
	Rabies quarantine fee (includes boarding fee, veterinarian health check, rabies vaccination, testing fees, tag, & microchip)	\$100.00	
	OTHER ANIMALS		
	Livestock capture & impoundment, per head	\$20.00	
	Livestock boarding, per head, per day	\$5.00	
Adopting an Animal	Puppies, unaltered (aged 6 months & under) - at shelter less than 14 days	\$100.00	
	Puppies, unaltered (aged 6 months & under) - at shelter 14 - 30 days	\$50.00	
	Puppies, unaltered (aged 6 months & under) - at shelter over 30 days	\$10.00	
	Kittens, unaltered (aged 6 months & under) - at shelter less than 14 days	\$50.00	
	Kittens, unaltered (aged 6 months & under) - at shelter 14 - 30 days	\$25.00	
	Kittens, unaltered (aged 6 months & under) - at shelter over 30 days	\$10.00	
	Adult Dogs, unaltered - at shelter less than 14 days	\$80.00	
	Adult Dogs, unaltered - at shelter 14 - 30 days	\$50.00	
	Adult Dogs, unaltered - at shelter over 30 days	\$10.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Spay/Neuter Voucher Program	Adult Cats, unaltered - at shelter less than 14 days	\$50.00	
	Adult Cats, unaltered - at shelter 14 - 30 days	\$25.00	
	Adult Cats, unaltered - at shelter over 30 days	\$10.00	
	Dogs & Cats, altered - at shelter less than 14 days	\$35.00	
	Dogs & Cats, altered - at shelter 14 days or more	\$10.00	
	Petsmart Cats	\$100.00	
	Rabbits, Guinea pigs, Ferrets, or Hamsters	\$5.00	
	Chickens or Roosters	\$5.00	
	Exotic Birds	\$25.00	
	Large Livestock	\$100.00	
	Small Livestock	\$20.00	
	Non-venomous snakes	\$15.00	
	Water Fowl	\$5.00	
	Other	\$10.00	
	Dog Neuter: 0-60 lbs.	\$40.00	
	Dog Neuter: >60 lbs.	\$60.00	
	Dog Spay: < 20 lbs.	\$50.00	
	Dog Spay: 20-40 lbs.	\$60.00	
	Dog Spay: 41-60 lbs.	\$70.00	
	Dog Spay: >60 lbs.	\$80.00	
	Cat Neuter	\$30.00	
	Cat Spay	\$40.00	
Other services	Non-resident release fee, per animal	\$50.00	
	Non-resident release fee, per litter	\$100.00	
	Resident release fee, per animal	\$25.00	
	Resident release fee, per litter	\$50.00	
	Vaccination clinic fee	\$40.00	
	Vaccination clinic fee same day registration - additional	\$20.00	
	Bordetella	\$10.00	
	Species Specific Annual Booster (canine or feline)	\$10.00	
	Heartworm Test	\$10.00	
	Feline Combo Test	\$20.00	
	Private cremation under 50 lbs.	\$95.00	
	Private cremation over 50 lbs.	\$135.00	
	Communal cremation under 50 lbs.	\$70.00	
	Communal cremation over 50 lbs.	\$110.00	
	Urn or Wooden Box for cremation remains: small	\$40.00	
	Urn or Wooden Box for cremation remains: large	\$55.00	
	Euthanasia Services	\$20.00	
	Animal pick up fee for owner released euthanasia or cremation	\$30.00	
	Animal remains delivery	\$30.00	
	Disposal of small animals for Clinics picked up by Animal Services on assigned day	\$4.00	
	Disposal of small animals for Clinics picked up by Animal Services on immediate request	\$10.00	
	Disposal of small animals for Clinics dropped of at Animal Services	No charge	
	Disposal of livestock animals	\$100.00	
	Credit Card fee per transaction	\$2.00	
AVIATION			
Parking	0 - 1/2 hour	No charge	
	1/2 - 1 hour	\$3.00	
	1 - 2 hours	\$4.00	
	2 - 4 hours	\$6.00	
	4 - 6 hours	\$7.00	
	6 - 24 hours	\$9.00	
	The hourly rate is in effect for the first 24 hour period, all subsequent days are charged \$9.00		
	Curbside loading and unloading of vehicles is permitted provided a driver remains with his or her vehicle. Any automobile left unattended will be towed.		
	Airport tenant employee parking per month	\$12.00	
	Signatory	\$.45/1,000 lbs.	
Landing Fee	Non-Signatory	\$.50/1,000 lbs.	
Fuel Flowage Fee		\$.0675/gallon	
Terminal Use Fee (Charter flights)		\$50.00/ turn	
Security Badge Fee	New badge fee	\$15.00	
	Badge renewal fee	\$12.00	
	Fingerprint background check	\$55.00	
Conference Room	Use per day	\$50.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
BUILDING INSPECTION	Contractors are required to register with the City before any work can commence. All current licenses, bonds, and insurance requirements shall be in place before permit is secured. The City does not charge a fee for registration.		
Building Permit Fees by Valuation	Any Building Permit within the City of Abilene shall have a minimum fee of \$50-\$60 .		
	Used to assess fees for new commercial, commercial add-ons and alterations.		
	Total valuation up to \$500	minimum \$50.00	minimum \$60.00
	Total valuation \$501-\$2,000	\$50.00 \$60.00 for the first \$500.00 plus \$1.50 for each additional \$100.00, or fraction thereof, to and including \$2,000.00	
	Total valuation \$2,001 - \$25,000	\$72.50 \$82.50 for the first \$2,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00	
	Total valuation \$25,001 - \$50,000	\$233.50 \$243.50 for the first \$25,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	
	Total valuation \$50,001 - \$100,000	\$383.50 \$393.50 for the first \$50,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	
	Total valuation \$100,001 - \$500,000	\$633.50 \$643.50 for the first \$100,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	
	Total valuation \$500,001 - \$1,000,000	\$2,233.50 \$2,243.50 for the first \$500,000.00 plus \$3.50 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	
	Total valuation \$1,000,001.00 and up	\$3,983.50 \$3,993.50 for the first \$1,000,000.00 plus \$2.50 for each additional \$1,000.00 or fraction thereof	
Building Permit Fee - Commercial	Plan Review - due at time of submittal	Non-refundable - 25% of permit fee	
	Minimum fee	\$50.00	\$60.00
	New commercial construction - fee includes building, electrical, plumbing, roofing, and mechanical	See Building Permit Fees by Valuation	
	Commercial plan review (due at time of submittal)	Non-refundable 25% of Permit Fee	
	Commercial demolition: single-story structure	\$150.00	
	Commercial demolition: multiple-story structure	\$500.00	
	Certificate of occupancy	\$100.00	
	Certificate of occupancy- owner to clean and show	\$50.00	\$60.00
	Temporary certificate of occupancy	\$300.00	
	Extension request for temporary certificate of occupancy - per extension	\$1,000.00	
Building Permit Fee - Electrical	Commercial Roofing - per roof structure	\$100.00	
	Towers and satellite dishes	\$250.00	
	Commercial swimming pool	\$4.00 per \$1,000 valuation (minimum \$180.00)	\$250.00
	Minimum permit fee	\$50.00	\$60.00
	Temporary service / power pole	\$50.00	\$60.00
	Motors up to and including 5 hp	\$50.00	\$60.00
	Motors over 5 hp	\$75.00	
	New/Upgrade service (Re-Wire/Upgrades, etc.): up to 200 amps	\$100.00	
	New/Upgrade service (Re-Wire/Upgrades, etc.): 201-400 amps	\$150.00	
	New/Upgrade service (Re-Wire/Upgrades, etc.): 401 amps and up	\$200.00	
Building Permit Fee - Mechanical	Solar panel/ wind turbine installation	\$150.00	
	New outlets - up to 50 (plugs, switches, ceiling fans, etc.)	\$50.00	\$60.00
	Minimum permit fee	\$50.00	\$60.00
	Type I - Grease hood system	\$75.00	
	Type II - Hood system	\$50.00	\$60.00
	Refrigerant System: up to and including 10 tons	\$65.00	
	Refrigerant System: over 10 tons	\$85.00	
	Boilers: up to and including 100,000 BTU's	\$65.00	
	Boilers: over 100,000 BTU's	\$85.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Building Permit Fee - Plumbing	Minimum permit fee	\$50.00	\$60.00
	Water heater	\$50.00	\$60.00
	New gas service line	\$60.00	
	New replacement water/ sewer service	\$50.00	\$60.00
	Residential irrigation system	\$75.00	
	Commercial irrigation system	\$100.00	
Building Permit Fee - Residential	Sand trap, grease trap, interceptors new/replacement	\$75.00	
	Minimum fee	\$50.00	\$60.00
	New single family construction and additions (enclosed areas) - fee includes building, electrical, plumbing, roofing, and mechanical	\$.35 per square foot	
	Plan Review - Residential	\$25.00 non refundable	\$35.00 non-refundable
	Single family alterations:		
	0 - 60 square feet	\$100 minimum	
	61 - 1,000 square feet	\$100.00 for first 60 square feet, \$.60 \$.30 for each additional square foot up to and including 1,000	
	1,001 - 2,000 square feet	\$664 \$382 for first 1,000 square feet, \$.30 \$.15 for each additional square foot up to and including 2,000	
	2,001 square feet and up	\$964 \$532 for first 2,000 square feet, \$.20 \$.10 for each additional square foot	
	Multi-Family 4 or more units	\$.40 per square foot	
	Plan Review - Multi-Family	25% of permit fee - non refundable (due at time of submittal)	
	Residential carports and storage buildings (201 and up square feet)	\$.20 per square foot	\$100 flat fee
	Residential garage enclosures	\$100.00	\$125.00
	Mobile home permit	\$150.00	
	Residential demolition	\$75.00	
	Residential roofing - less than five (5) squares	no charge	
	Residential roofing - five (5) squares and above	\$65.00	
	Residential swimming pool: in-ground	\$180.00	
	Residential swimming pool: above ground	\$60.00	\$70.00
Fences Inspection Fee	Over 7' high	\$3.00 per \$1,000.00 of valuation, minimum \$50.00	
	Masonry fences/walls exceeding 4' in height shall be engineered	\$3.00 per \$1,000.00 of valuation, minimum \$50.00	
Grading Permit Fees	1-100 cubic yards	\$50.00	\$250.00
	101 to 1,000 cubic yards	\$50.00 for the first 100 yards plus \$10.50 for each additional 100 cubic yards or fraction thereof	
	1,001 to 10,000 cubic yards	\$144.50 for the first 1,000 cubic yards plus \$9.00 for each additional 1,000 cubic yards, or fraction thereof	
	10,001 and up cubic yards	\$225.50 for the first 10,000 cubic yards, plus \$40.50 for each additional 10,000 cubic yards or fraction thereof	
Other Inspections and Fees	Re-inspection fee	\$75.00	
	Stop work order release fee	\$125.00	\$200.00
	Work without required permit	Double permit fee	
	Inspection request outside normal business hours (minimum 2 hours)	\$200.00	\$250.00
	Special request inspection/ same day inspections	\$100.00	
	Board of Building Standards/ Mechanical, Plumbing, Electrical, and Swimming Pool		
	Board of Appeals request for hearing	\$100.00	
	Address change fee	\$100.00	
	Temporary building/ sales trailer	\$75.00	
BUS SERVICE (CITYLINK)	Correct change required, drivers do not carry change.		
	Passes		
	Passes offer unlimited rides for a 7-day or 31-day and are activated the first time they are inserted into the fare box.		
	Fixed Route Service		
	Adult fare		
	One way adult fare	\$1.50	
	Day pass	\$3.00	
	7-day adult pass	\$15.00	
	31-day adult pass	\$45.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Youth fare (requires valid school ID)		
	One way youth fare	\$1.00	
	7-day youth pass	\$10.00	
	31-day youth pass	\$25.00	
	Elderly/disabled fare (requires valid Medicare or Identification card)		
	One way elderly/disabled fare	\$0.65	
	7-day elderly/disabled pass	\$8.00	
	31-day elderly/disabled pass	\$20.00	
	Pre-schoolers (0-4)	No charge	
	Transfer (with paid fare)	No charge	
	ADA Paratransit Service		
	Regular service area fare	\$2.00	
	Extended service area fare	\$3.00	
	10-ride ticket book (regular service area)	\$20.00	
	10-ride ticket book (extended service area)	\$30.00	
	20-ride ticket book ADA	\$60.00	
	Evening Service		
	Work and school related trips	\$2.50	
	General trips	\$6.00	
	10-ride ticket book (CDBG/work related trips)	\$25.00	
	10-ride ticket book (general trips)	\$60.00	
	Charter Service* (subject to availability) - 2 hour minimum	\$100.00 / hour	
	*Non-profit service organizations may qualify for a \$50 per hour rate with a \$100 minimum. CityLink will determine the qualification of the requesting organization.		
	Identification Cards		
	Reduced bus fares are available for the elderly and persons with disabilities with a CityLink identification card. Identification cards may be obtained at the CityLink Station at 1189 S. 2nd Street. Elderly persons must present proof of age. Persons with disabilities must provide evidence of their disability from a licensed physician or a local social service agency representative. There is a \$2.00 charge for the ID card.		
CEMETERY			
Disinterment	Adult	\$800.00	
	Infant	\$500.00	
	Cremains	\$500.00	
Headstone Permit	Monument permit fee	\$50.00	
	VA Marker	No charge	
Interment Fee	Includes one tent set up. Second tent set-up fee is \$50.00. Interments not available on holidays.		
		Monday - Friday	
		Before 3:00 pm	
	Adult	\$750.00	
	Infant	\$350.00	
	Cremains	\$350.00	
	County	\$375.00	
	County Cremains	\$175.00	
		Monday - Friday	
		After 3:00 pm	
	Adult	\$1,000.00	
	Infant	\$475.00	
	Cremains	\$475.00	
	County	Not available	
	County Cremains	Not available	
		Saturday	
		Before 1:00 pm	
	Adult	\$1,200.00	
	Infant	\$600.00	
	Cremains	\$600.00	
	County	Not available	
	County Cremains	Not available	
	Monday through Friday services require a 24 hours' notice. If Saturday service is required, arrangements must be called into Cemetery Office no later than noon on Friday Thursday.		
Spaces	Adult	\$750.00	
	Infant	\$300.00	
	Cremains	\$300.00	
	New space 2nd right	\$1,200.00	
	Preowned 2nd right	\$500.00	
CONVENTION CENTER	Seating capacity: 2,091 (includes 12 wheelchair spaces)		
ALL Fees	An additional 90 seats may be added in the orchestra pit	\$180.00	
Convention Center Auditorium	Prices do not include stage fees		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Auditorium	Events continuing past 11:59 PM must be approved in advance by the Convention Center Manager. An hourly pro-rated charge equal to 1/4 of the regular rental will be required.		
	Early opening before 8:00 AM	\$200.00 / hour	
	Early open - no show	\$200.00 / hour	
	No charge for Foyer when used only as a means of entering or leaving the Auditorium.		
	Rates are subject to change and the charges for use of the facility will be based on the prevailing rate at the date of occupancy or use.		
	Early opening before 8:00 AM	\$200.00 / hour	
	Early open - no show	\$200.00 / hour	
	Event Day	STANDARD RATE	
	8:00 AM - 11:59pm	\$1,200.00	
	Second show	\$600.00	
	Holiday rate	\$1,500.00	
	Move In/Out, Rehearsal		
	8:00 AM - 11:59 PM	\$600.00	
	Event Day	NON-PROFIT RATE	
	8:00 AM - 11:59 PM	\$900.00	
Stage fees	Second show	\$450.00	
	Holiday rate	\$1,200.00	
	Move In/Out, Rehearsal		
Conference Center	8:00 AM - 11:59 PM	\$450.00	
	Stage fees	Amount as incurred by the City of Abilene	
	13,400 square feet		
	Prices do not include equipment set fees		
	Early opening before 8:00 AM	\$200.00 / hour	
	Early open - no show	\$200.00 / hour	
	Event Day	STANDARD RATE	
	8:00 AM - 11:59 PM	\$750.00	
	Holiday rate	\$950.00	
	Move In / Move Out		
	8:00 AM - 11:59 PM	\$375.00	
	Event Day	NON-PROFIT RATE	
	8:00 AM - 11:59 PM	\$650.00	
	Holiday rate	\$850.00	
	Move In / Move Out		
Conference Rooms	8:00 AM - 11:59 PM	\$325.00	
	Early opening before 8:00 AM	\$200.00 / hour	
	Early open - no show	\$200.00 / hour	
		CONFERENCE ROOM 1	
	Event Day, Move In, Move Out	(2,762 square feet)	
	8:00 AM - 11:59 PM	\$250.00	
		CONFERENCE ROOM 2	
	Event Day, Move In, Move Out	(4,631 square feet)	
	8:00 AM - 11:59 PM	\$325.00	
		CONFERENCE ROOM 3	
	Event Day, Move In, Move Out	(3,087 square feet)	
	8:00 AM - 11:59 PM	\$250.00	
		CONFERENCE ROOM 4	
	Event Day, Move In, Move Out	(2,914 square feet)	
	8:00 AM - 11:59 PM	\$250.00	
Exhibit hall		UPSTAIRS CONFERENCE ROOM	
	Event Day, Move In, Move Out	(3,500 square feet)	
	8:00 AM - 11:59 PM	\$250.00	
	20,000 square feet		
	Prices do not include equipment set fees		
	Early opening before 8:00 AM	\$200.00 / hour	
	Early open - no show	\$200.00 / hour	
	Event Day	STANDARD RATE	
	8:00 AM - 11:59 PM	\$850.00	
	Holiday rate	\$1,050.00	
	Move In / Move Out		
	8:00 AM - 11:59 PM	\$425.00	
	Event Day	NON-PROFIT RATE	
	8:00 AM - 11:59 PM	\$700.00	
	Holiday rate	\$900.00	
	Move In / Move Out		
	8:00 AM - 11:59 PM	\$350.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Other rooms and areas	Foyer - no charge when used as an entry to the Exhibit Hall		
	Events continuing past 11:59 PM must be approved in advance by the Convention Center Manager. An hourly prorated charge equal to 1/4 of the regular rental will be required.		
	Exhibits and trade shows of two or more consecutive days will be allowed one (1) day free, up to 5:00 PM following program to move out.		
	Rates are subject to change and the charges for use of the facility will be based on the prevailing rate at the date of occupancy or use.		
	Early opening before 8:00 AM	\$200.00 / hour	
	Early open - no show	\$200.00 / hour	
	Event Day	FOYER	
	8:00 AM - 11:59 PM	\$600.00	
	Move In / Move Out		
	8:00 AM - 11:59 PM	\$300.00	
	Event Day	RED CARPET LOBBY	
	8:00 AM - 11:59 PM	\$400.00	
	Move In / Move Out		
	8:00 AM - 11:59 PM	\$200.00	
		STAGE	
	8:00 AM - 11:59 PM	\$450.00	
		CONFERENCE ROOM 102	
	8:00 AM - 11:59 PM	\$100.00	
		GREEN ROOM	
	8:00 AM - 11:59 PM	\$150.00	
		VIP SUITE	
	8:00 AM - 11:59 PM	\$200.00	
		MEETING ROOMS (PER ROOM)	
Entire Building	Prices do not include equipment set fees	201/2, 203/4, 205/6, 207/8, 209/10	
	8:00 AM - 11:59 PM	\$100.00	
	Conventions and others approved by manager, not including set-up for banquets and parties		
	Early opening before 8:00 AM	\$200.00 / hour	
	Early open - no show	\$200.00 / hour	
	8:00 AM - 11:59 PM	\$3,100.00	
	Move-in, set-up other than day of event		
	8:00 AM - 11:59 PM	\$2,400.00	
	Events continuing past 11:59 PM must be approved in advance by the Convention Center Manager. An hourly pro-rated charge equal to 1/4 of the regular rental will be required.		
	Lessee utilizing a major portion of the Building may be allowed to utilize meeting rooms at no charge, subject to availability and advance approval by the Manager.		
	Insurance provided at lessee's request		
	Insurance Carrier: Scottsdale (Best rating of A+/XV)		
	Coverage		
	\$1,000,000.00 per occurrence		
	\$1,000,000.00 aggregate		
	Deductible: \$250.00 per loss		
	Rates		
	Attendance:		
	1 - 150	\$50.00	\$60.00
	151 - 500	\$100.00	\$110.00
	501 - 1,500	\$150.00	\$160.00
	1,501 - 5,000	\$250.00	\$270.00
Equipment rental	The following classes of events may be submitted for consideration and acceptance prior to the event: Circuses, Carnivals, Boxing, Wrestling, Hockey, Contact Karate, Aircraft or Balloons		
	Equipment fees are per item		
	LIGHTING		
	Available in Auditorium Only		
	Strobe Lights	\$25.00/day, \$100.00/week	
	Fogger	\$35.00/day, \$120.00/week	
	Dimmer Pack	\$100.00/day, \$200.00/week	
	Light Trees	\$25.00/day, \$100.00/week	
	AUDIOVISUAL		
	42" TV	\$50.00	
	DVD Player	\$25.00	
	A/V cart	\$10.00 per event day	
	Direct Input Box	\$20.00 per event day	
	Screen / Hanging Screen	\$30.00 per event day	
	Motorized screen and projector (per event/per day)	\$175.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Screen, front/rear projector 14' x 16'	\$120.00	
	Spotlight (plus tech)	\$30.00	
	BOOTHS		
	Booth assembly (pipe and drape), 10' x 10', each	\$20.00	
	Bare Poles, 10' section	\$10.00 each	
	12' Pipe and Drape, 10' section	\$40.00 each	
	Sign Hooks	\$30.00 per event	
	Electrical service-110-20 amp	\$20.00 per event day	
	Water connection	\$100.00 per initial connection	
	CHAIRS		
	Padded	\$2.00	
	LABOR		
	Equipment added after 14 day set up deadline	Equipment Fee x 2	
	Final Set Ups not received 14 days prior to event result in penalty	\$250.00	
	Reset Fee	\$50.00 - \$500.00	
	Hanging Banner	\$25.00 per item	
	Excessive clean-up/damage deposit	\$50.00 - \$500.00	
	Sound monitor (during events)	\$100.00	
	MICROPHONES		
	Wireless (lapel or hand-held)	\$50.00 per event day	
	SM 57 or SM 58	\$15.00 per event day	
	827	\$15.00 per event day	
	MISCELLANEOUS		
	50 Cups of Coffee	\$14.00	previously Civic Abilene fee
	100 Cups of Coffee	\$25.00	previously Civic Abilene fee
	Coat rack	\$20.00 each	
	Stanchions, 6' section	\$10.00 each	
	Easels	\$5.00 each	
	Unapproved storage fee	\$50.00 - \$500.00	
	Marker-board	No charge	
	Flip-chart	\$10.00	
	Extension cords (electrical)	\$20.00 per event day	
	Telephone (local calls only)	No charge	
	Phone Line (available areas limited)	\$50.00	
	2-way radios	No charge	
	Copies per page:		
	Black & White (w/paper) per page	\$0.15	previously Civic Abilene fee
	Black & White (w/o paper) per page	\$0.20	previously Civic Abilene fee
	Colored per page	\$0.75	previously Civic Abilene fee
	Soft drinks, bottled water	\$1.00	previously Civic Abilene fee
	Grand Piano		
	Non-Profit	\$50.00	
	Standard Rate	\$100.00	
	Upright Piano	\$30.00	previously Civic Abilene fee
	Dance Floor (per 4'x4' square)	\$1.00	previously Civic Abilene fee
	Parking	No charge	
	RV Parking	\$10.00/day	
	Genie Lift	\$100.00 per day	
	MIXERS		
	8-channel	No charge	
	12-channel	No charge	
	PODIUMS		
	Free-standing	\$15.00	
	Self-contained	\$15.00	
	RISERS		
	8"	\$20.00	
	16"	\$20.00	
	24"	\$20.00	
	Choral	\$20.00	
	STAGING		
	(24" or 32" height)		
	Per 4' x 8' section	\$20.00	
	Stage Lighting	\$500.00 - \$2,000.00	
	SOUND SYSTEMS	\$10.00	
	TABLES		
	8' x 3' long	\$5.00	
	60" round	\$5.00	
	72" round	\$5.00	
	8' x 24" seminar (2nd floor rooms only)	\$5.00	
	Cocktail Table	\$5.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Tablecloth Rental	\$8.00	<i>previously Civic Abilene fee</i>
	Tablecloth Replacement	\$15.00	<i>previously Civic Abilene fee</i>
	Table Skirting*		
	With Table Cloth	\$22.00	<i>previously Civic Abilene fee</i>
	Without table cloth	\$15.00	<i>previously Civic Abilene fee</i>
	*via sub-contractor rates.		
	Subject to change without notice.		
Box Office Fees	Facility Fee (if Convention Center sells tickets)	\$2.00 / ticket	<i>previously Civic Abilene fee</i>
	Merchandise	10% of gross sales	<i>previously Civic Abilene fee</i>
Catering Fees	Onsite Catering Fee	14% of gross sales	<i>previously Civic Abilene fee</i>
	Drop-Off / Food Truck	5% of gross sales	<i>previously Civic Abilene fee</i>
	Liquor Catering	6% of gross sales	<i>previously Civic Abilene fee</i>
	Concessionaire Fees	10% of gross sales	<i>previously Civic Abilene fee</i>
	Kitchen - Excessive Clean Up	\$100.00 - \$500.00	<i>previously Civic Abilene fee</i>
Convention Events	Booth Assemblies Package, includes 10x10 Booth (pipe and drape), one 8' table (skirted with tablecloth), two chairs, electrical, header	\$85.00	
	Table (with tablecloth)	\$15.00	
	Table (with tablecloth and skirting)	\$30.00	
	Electrical (oyer center booths)	\$500.00 per day	
	Outsourced items	20% markup	
Stage Fees	Rigger (per hour)	\$30.00	
	Technical (per hour)	\$25.00	
	Steward (per hour)	\$20.00	
	Non-Technical (per hour)	\$18.50	
	Performance (minimum)	\$72.00	
CIVIC ABILENE FEES	BOX OFFICE FEES		<i>Civic Abilene fees are now City of Abilene Convention Center fees.</i>
	Facility Fee (if Convention Center sells tickets)	\$2.00 / ticket	
	CATERING-	% of Gross	
	Onsite Catering Fee	14%	
	Drop-Off / Food Truck	5%	
	Liquor Catering	6%	
	CONCESSION	% of Gross	
	Food and drink	10%	
	Tapes, T-shirts, etc.	10%	
	KITCHEN		
	Rental	\$75.00	
	Cleanup - as needed	\$100.00	
	MISCELLANEOUS CHARGES		
	Copies per page		
	Black & White (w/paper) per page	\$0.15	
	Black & White (w/o paper) per page	\$0.20	
	Colored per page	\$0.75	
	Soft drinks, bottled water	\$1.00	
	Ice w/cart (100 lbs.)	\$10.00	
	Table Cloths*		
	Rental	\$8.00	
	Replacement	\$15.00	
	Table Skirting*		
	With Table Cloth	\$22.00	
	Without table cloth	\$15.00	
	*via sub-contractor rates.		
	Subject to change without notice.		
	CD Player	\$10.00	
	Dance Floor (per 4'x4' square)	\$1.00	
	Upright Piano	\$30.00	
CODE COMPLIANCE			
Daycare	Daycare inspection fee	\$100.00	
Environmental Health	Environmental Health plan review fee	\$100.00	
	Environmental Health preliminary inspection fee	\$50.00	
Food Inspection & Permit	Temporary food permit and/or inspection	\$75.00	
	Food permits 4 times a year	\$300.00	
	Food permits 3 times a year	\$225.00	
	Food permits 2 times a year (and multi-seasonal)	\$150.00	
	Food permit 1 time a year	\$75.00	
	Food permit 1 time a year (temporary, and non-profit) - ball parks	\$75.00	
	Food permit 1 time a year (seasonal) - snow cone 9-month option	\$100.00	
	Re-inspection fee for food establishment permit	\$75.00	
	Late permit fee, if paid January 16-January 31 (in addition to permit fee)	\$50.00	
	Late permit fee, if paid after January 31 - (in addition to permit fee)	\$100.00	
Abatement	Based on actual hours worked with a minimum of \$75.00 \$90.00		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Mowing	0 up to 3 hours	\$75.00	\$90.00
	each additional full hour, not to exceed total \$250 \$500 per abatement	\$25.00	\$30.00
	Administration fee	\$100.00	
	Contractor price		
	0 up to 15,000 sq. ft. lot	\$45.00	\$50.00
	0 up to 15,000 sq. ft. lot with house	\$50.00	\$55.00
	15,001 sq. ft. to one acre lot	\$60.00	\$65.00
	15,001 sq. ft. to one acre lot with house	\$65.00	\$70.00
	Over 1 acre for the first 2 acres each	\$65.00	\$70.00
	After 2nd acre each	\$40.00 per acre	\$45.00 per acre
	Additional fee for each mesquite laden acre or portion of	\$20.00 per acre	\$25.00 per acre
	Additional fee for each acre or portion of grass/weeds over 48" in height	\$20.00 per acre	\$25.00 per acre
	Administration fee	\$100.00	
	Based on size of opening to be secured		
Securement	Opening 4'x4' or less (one half sheet of material)	\$50.00	\$70.00
	Opening more than 4'x4' and less than 4'x8' (full sheet of material)	\$75.00	\$100.00
	Administration fee	\$100.00	
Septic Systems	Septic system permit and/or inspection	\$210.00	
	<i>fee includes \$10 payable to TCEQ</i>		
Swimming Pool/Spa	Swimming pool/spa permit	\$150.00	
	Re-inspection fee for swimming pool/spa permit	\$50.00	
DVD COPY REQUEST	DVD (each)	\$3.00	
Channel 2 Programming State Law	Tex Admin. Code 70.10		
ENGINEERING	Drilling permit: Per permit	\$440.00	
	Driveway approach (each)	\$35.00	
	Re-inspection (per inspector)	\$35.00	
	Sidewalk, curb & gutter: 1st 100 L. F., then \$.06 for each L. F. thereafter	\$35.00	
	Floodplain development permit	\$150.00	
	Drainage plan review: Per review	\$25.00	
	Floodplain insurance determination	\$12.00	
	Maps: Copies of these will be provided for 8 1/2" x 11". In addition, any other actual materials costs will be assessed. Requests for the creation of maps or other documents not already existing will only be available based on availability of staff and will be billed at a rate of \$15.00 per hour, plus the cost of reproduction and/or materials.	\$.10 per page	
FESTIVAL GARDENS	Maximum seating is 160. A \$50.00 damage deposit is payable when the key is picked up. <u>Admin/User Fee: \$5.00</u>		
		Private, non-fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	\$120.00	
	Full Day (8:00AM - 11:00PM)	\$230.00	
		Nonprofit, fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	\$140.00	
	Full Day (8:00AM - 11:00PM)	\$275.00	
		Commercial, fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	\$200.00	
	Full Day (8:00AM - 11:00PM)	\$350.00	
FIRE INSPECTION FEES	Nursing homes, foster homes, ICF/MR homes, hospitals, daycares, etc.		
	0 - 6,000 sq. ft.	\$30.00	
State Licensing Inspections	6,001 - 12,000 sq. ft.	\$50.00	
	12,001 - 24,000 sq. ft.	\$100.00	
Operational Permits	Over 24,000 sq. ft.	\$200.00	
	Operational Permits:	\$50.00	
	Amusement building		
	Aviation facilities		
	Battery systems		
	Carnival/fair		
	Combustible dust-producing operations		
	Combustible fibers		
	Compressed gasses		
	Cryogenic fluids		
	Cutting & welding		
	Dry cleaning plants		
	Exhibits/trade shows		
	Explosives (fireworks)		
	Flammable & combustible liquids		
	Hazardous materials		
	High-piled storage		
	Industrial ovens		
	Liquid or gas fueled vehicles or equipment in assembled buildings		
	LP-gas		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Construction Permits	Lumber yards/woodworking plants		
	Open burning		
	Place of assembly where alcohol is consumed		
	Pyrotechnic special effects material		
	Repair garages and service stations		
	Spraying & dipping operations		
	Temporary membrane structures, tents & canopies (operate)		
	Waste handling (wrecking yards)		
	Permit	\$50.00	
	Automatic fire-extinguishing systems (install, remove, modify)		
	Compressed gas systems (install, remove, modify)		
	Fire alarm & detection systems (install, modify)		
	Fire pumps & related equipment (install, modify)		
	Flammable & combustible liquids (install, modify, removal of tanks, piping)		
	LP-gas (tank installation & modification)		
	Private fire hydrants (install, modify)		
	Spray room, dip tank or spray booth (install, modify)		
	Standpipe systems (install, modify, remove)		
	Temporary membrane, tents, and canopies (erect)		
	Tents - public access minimum 200 sq. ft.	\$50.00	
	Permanent structures 5,000 sq. ft. or less	\$75.00	
	Permanent structures 5,001 - 12,000 sq. ft.	\$100.00	
	Permanent structures 12,001 - 24,000 sq. ft.	\$150.00	
	Permanent structures Over 24,000 sq. ft.	\$200.00	
HEALTH SERVICES	Physicals for school /sports /employment	\$22.00	
	Birth certificate per copy (includes \$10 search fee)	\$23.00	
	<i>Full payment for copies of birth certificates are required at the time of request. If unable to locate the record, a refund will be issued for the amount paid less the \$10 search fee described below.</i>		
	Birth record search fee (regardless of whether a certified copy is issued or not)	\$10.00	
	Death certificate first copy (includes \$10 search fee)	\$21.00	
	Death certificate additional copies (if ordered with initial copy)	\$4.00	
	<i>Full payment for copies of death certificates are required at the time of request. If unable to locate the record, a refund will be issued for the amount paid less the \$10 search fee described below.</i>		
	Death record search fee (regardless of whether a certified copy is issued or not)	\$10.00	
	Chest x-ray	\$50.00	
	I-693 Medical Examination	\$140.00	
	Lab draw fee	\$8.00	
	TB skin test	\$25.00	
	Gonorrhea, chlamydia, HIV, syphilis (STD testing)	\$20.00	see Mercy Clinic fees below
	Birth control pills	\$5.00	see Mercy Clinic fees below
	Nuvaring	\$15.00	see Mercy Clinic fees below
	Depo-provera shot	\$30.00	see Mercy Clinic fees below
	HEP C	\$15.00	
Dental	Dental new patient exam, extractions, fillings	\$150.00 per visit	
	Limited exam / pain visit	\$85.00	
	Gross debridement	\$100.00	
	Crowns	\$800.00	
	Bridges	\$800 per unit	
	Flipper partial	\$400.00	
	Dentures (partial)	\$800.00	
	Dentures (full set)	\$1,600.00	
	Upper or lower cast partial denture	\$800 per unit	
	Lab charges are based on cost plus 10% and are subject to change when reference lab changes their costs		
Testing	Pregnancy (urine)	\$5.00	actual cost +10%
	Pregnancy (serum)	\$13.00	actual cost +10%
	Albumin	\$10.00	actual cost +10%
	Alk. Phosphatase	\$10.00	actual cost +10%
	ALT (SGPT)	\$10.00	actual cost +10%
	AST (SGOT)	\$10.00	actual cost +10%
	BMP	\$14.00	actual cost +10%
	BUN	\$10.00	actual cost +10%
	Calcium	\$10.00	actual cost +10%
	CBC w/Diff	\$13.00	actual cost +10%
	CBC w/o Diff	\$10.00	actual cost +10%
	Cholesterol	\$15.00	actual cost +10%
	CMP	\$10.00	actual cost +10%
	Creatinine	\$10.00	actual cost +10%

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Electrolyte Profile	\$30.00	actual cost +10%
	Flu	\$30.00	actual cost +10%
	Glucose	\$15.00	actual cost +10%
	GTT 1 Hr 50g	\$14.00	actual cost +10%
	GTT 2 Hr 75g (3 Draws)	\$22.00	actual cost +10%
	GTT 2 Hr 75g (4 Draws)	\$30.00	actual cost +10%
	GTT 3 Hr 75g (100g Gest.)	\$75.00	actual cost +10%
	HDL	\$25.00	actual cost +10%
	Hematocrit & Hemoglobin	\$20.00	actual cost +10%
	POC Hemoglobin	\$10.00	actual cost +10%
	Lipid Panel	\$22.00	actual cost +10%
	Liver	\$14.00	actual cost +10%
	Occult Blood	\$35.00	actual cost +10%
	Potassium	\$10.00	actual cost +10%
	Rabies (animal head shipment to Austin)	\$25.00	actual cost +10%
	Sed Rate	\$15.00	actual cost +10%
	Total Bilirubin	\$10.00	actual cost +10%
	Total Protein	\$10.00	actual cost +10%
	Triglyceride	\$25.00	actual cost +10%
	Urinalysis (Micro)	\$15.00	actual cost +10%
	1, 25 Dihydroxy Vit D	\$125.00	actual cost +10%
	24 hr Urine Creat/Protein	\$45.00	actual cost +10%
	25 Hydroxy Vit D	\$70.00	actual cost +10%
	ABO Group & RH Type	\$10.00	actual cost +10%
	AFP (Maternal serum)	\$60.00	actual cost +10%
	AFP (Tumor Marker)	\$60.00	actual cost +10%
	Aldolase	\$70.00	actual cost +10%
	Alk Phos Isoenzyme/Fractionated	\$40.00	actual cost +10%
	Amylase	\$15.00	actual cost +10%
	ANA w/RFX	\$50.00	actual cost +10%
	ANCA Anti Neutrophil Cytoplasmic Ab	\$185.00	actual cost +10%
	Antibody Scr RFX ID/Titer (Indirect Coombs Titer/Indirect Antiglobulin)	\$40.00	actual cost +10%
	Bilirubin, Direct	\$10.00	actual cost +10%
	Bilirubin, Total	\$10.00	actual cost +10%
	BNP-B type Natriuretic Peptide	\$75.00	actual cost +10%
	Cancer Antigen 125	\$25.00	actual cost +10%
	Carbamaazine/Tegretol-trough	\$30.00	actual cost +10%
	CCP (anit cyclic citrullinated peptide)	\$125.00	actual cost +10%
	CD4 Panel (lymph subset 5)	\$135.00	actual cost +10%
	CEA	\$40.00	actual cost +10%
	CF Carrier Screen	\$182.00	actual cost +10%
	Ck/CPK, Total	\$15.00	actual cost +10%
	Cold Agglutinin, Quant	\$68.00	actual cost +10%
	Cortisol, Total	\$35.00	actual cost +10%
	Creatinine Clearance	\$30.00	actual cost +10%
	CRP	\$22.00	actual cost +10%
	DHEA	\$85.00	actual cost +10%
	DHEA-Sulfate	\$75.00	actual cost +10%
	Digoxin	\$40.00	actual cost +10%
	Dilantin/Phentoin "PTN"	\$45.00	actual cost +10%
	Direct LDL	\$25.00	actual cost +10%
	Drug Abuse Screen	\$160.00	actual cost +10%
	EBV Panel	\$160.00	actual cost +10%
	Estradiol	\$30.00	actual cost +10%
	Estrogen, Total	\$30.00	actual cost +10%
	Factor V "Leiden" Mutation	\$365.00	actual cost +10%
	Ferritin	\$30.00	actual cost +10%
	Folate, Serum	\$30.00	actual cost +10%
	FSH	\$25.00	actual cost +10%
	FSH & LH	\$75.00	actual cost +10%
	G6PD	\$47.80	actual cost +10%
	GGT	\$20.00	actual cost +10%
	H. Pylori Antigen-Stool	\$56.00	actual cost +10%
	H. Pylori (breath)	\$94.00	actual cost +10%
	HBV DNA, PCR Quant.	\$111.00	actual cost +10%
	HCG Serum QN	\$13.00	actual cost +10%
	Hemoglobin A1C w/MPG	\$16.00	actual cost +10%
	Hemoglobin Electrophoresis (See sickle)	\$15.00	actual cost +10%
	Hep A Ab Total	\$45.00	actual cost +10%
	Hep A IGM Ab	\$15.00	actual cost +10%

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Hep ABC	\$105.00	actual cost +10%
	Hep B AB Quant.	\$51.00	actual cost +10%
	Hep B Core IGM A	\$15.00	actual cost +10%
	Hep B Surface Ab (Titer)	\$20.00	actual cost +10%
	Hep B Surface Ag w/Conf	\$45.00	actual cost +10%
	Hep C Ab (HCV)	\$30.00	actual cost +10%
	Hep C Genotype	\$437.00	actual cost +10%
	Hep C RNA by PCR (Quantitative Viral Load)	\$130.00	actual cost +10%
	Heterophile Monoscreen	\$10.00	actual cost +10%
	HIV 1/2 Refl WB	\$60.00	actual cost +10%
	Homocysteine	\$45.00	actual cost +10%
	HSV 1/2	\$40.00	actual cost +10%
	HSV IgM	\$65.00	actual cost +10%
	Insulin Total	\$15.00	actual cost +10%
	Iron	\$15.00	actual cost +10%
	Iron, Total & IBC	\$25.00	actual cost +10%
	Iron, Total & IBC, Ferritin	\$55.00	actual cost +10%
	Lamictal (Lamotrigine)	\$105.00	actual cost +10%
	LDL Direct	\$25.00	actual cost +10%
	Lead	\$25.00	actual cost +10%
	LH	\$40.00	actual cost +10%
	Lipase	\$20.00	actual cost +10%
	Lithium	\$25.00	actual cost +10%
	Lupus Anticoag	\$80.00	actual cost +10%
	Lyme Total AB	\$38.00	actual cost +10%
	Lyme Total AB rflx IgG, Igm, by IB	\$85.00	actual cost +10%
	Magnesium	\$15.00	actual cost +10%
	Maternal Serum 1 AFP	\$60.00	actual cost +10%
	Maternal Serum 3	\$235.00	actual cost +10%
	Maternal Serum 4 Quad Scrn	\$65.00	actual cost +10%
	Measles Ab IGG, EIA (Rubeola)	\$40.00	actual cost +10%
	Microalb/Creat Ratio	\$22.00	actual cost +10%
	MMR Titer	\$65.00	actual cost +10%
	Mono Spot/Heterophile Mono	\$10.00	actual cost +10%
	Mumps Virus IGG, EIA	\$25.00	actual cost +10%
	Myoglobin (serum)	\$72.00	actual cost +10%
	OB Profile	\$90.00	actual cost +10%
	Phenobarbital Level-trough	\$20.00	actual cost +10%
	Phosphate as Phosphorus	\$10.00	actual cost +10%
	Pro Time w/INR	\$10.00	actual cost +10%
	Progesterone	\$45.00	actual cost +10%
	Prolactin	\$20.00	actual cost +10%
	Prostate Specific Ag (PSA)	\$25.00	actual cost +10%
	Protein C Ag	\$48.00	actual cost +10%
	PSA F&T	\$66.00	actual cost +10%
	PTH, Intact & Calcium	\$100.00	actual cost +10%
	PTT Activated	\$20.00	actual cost +10%
	Quantiferon TB Gold Plus	\$60.00	actual cost +10%
	Renal Funcion Panel	\$15.00	actual cost +10%
	Reticulocyte Count	\$10.00	actual cost +10%
	Rheumatoid Factor (RA)	\$15.00	actual cost +10%
	Rubella IGG Ab	\$10.00	actual cost +10%
	Sex Horm. Bind Globulin	\$35.00	actual cost +10%
	Sickle Cell Screen	\$15.00	actual cost +10%
	T. Pallidum total AB w/ reflex	\$42.00	actual cost +10%
	T-3 Free	\$35.00	actual cost +10%
	T-3 Uptake	\$10.00	actual cost +10%
	T-4 (Thyroxine) Total	\$10.00	actual cost +10%
	T-4 Free	\$20.00	actual cost +10%
	Testosterone (Free and Total) w/ SHBG		actual cost +10%
	Testosterone (Free and Total)	\$55.00	actual cost +10%
	Testosterone Free (Female)	\$190.00	actual cost +10%
	Testosterone, Total (Male)	\$55.00	actual cost +10%
	TSH	\$20.00	actual cost +10%
	Uric Acid	\$10.00	actual cost +10%
	Urine culture	\$15.00	actual cost +10%
	Varicella (VCV) IGG Ab	\$30.00	actual cost +10%
	Vitamin A	\$30.00	actual cost +10%
	Vitamin B1	\$86.00	actual cost +10%
	Vitamin B12	\$30.00	actual cost +10%

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Vaccinations (Shots)	Water (bacteriological)	\$25.00	actual cost +10%
	Additional tests may be available. Contact the Abilene-Taylor County Public Health District at 325-692-5600 for more information.		
	Vaccinations shall be priced at actual cost + 10% and subject to change throughout the year. Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for current prices.		
Vaccines for Children Program		Private Pay	
	DT	actual cost +10%	
	DTAP	actual cost +10%	
	KINRIX	actual cost +10%	
	FLU	actual cost +10%	
	FLU/PNEUMONIA	actual cost +10%	
	PNEUMONIA	actual cost +10%	
	HEPATITIS A	actual cost +10%	
	HEPATITIS B	actual cost +10%	
	TWINRIX	actual cost +10%	
	GARDASIL	actual cost +10%	
	MENINGOCOCCAL	actual cost +10%	
	MENOMUNE	actual cost +10%	
	MMR	actual cost +10%	
	MMRV	actual cost +10%	
	PENTACEL	actual cost +10%	
	POLIO	actual cost +10%	
	PRE-EXPOSURE RABIES	actual cost +10%	
	PREVNAR	actual cost +10%	
	ROTATEQ	actual cost +10%	
	TD	actual cost +10%	
	TDAP	actual cost +10%	
	TYPHIM VAC	actual cost +10%	
	TYPHOID ORAL	actual cost +10%	
	VARICELLA	actual cost +10%	
	YELLOW FEVER	actual cost +10%	
	ZOSTAVAX	actual cost +10%	
	HIB	actual cost +10%	
	MISC INJECTIONS	actual cost +10%	
Adult Safety Net Program	Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for eligible vaccines.	Vaccine for Children	
	Administration fee per child	\$14.00	
Mercy Clinic Fees	Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for eligible vaccines.	Adult Safety Net	
	Administration fee per vaccine	\$20.00	
Family Planning Grant Program	Well Woman Exam (WWE/NP Exam)	\$88.00	
	STD Visit	\$20.00	
	Nurse Visit	\$10.00	
	Routine Office Visit	\$33.00	
	Complex Office Visit	\$60.00	
	UA	\$5.00	
	Urine Pregnancy Test	\$5.00	
	Serum Pregnancy Test	\$13.00	
	Wet Mount	\$5.00	\$10.00
	Birth control pills (per pack)	\$5.00	\$7.00
	Depo provera shot	\$35.00	
	IUD	\$931.00	actual cost +10%
	Nexplanon	\$973.00	actual cost +10%
	Nexplanon / IUD Insertion		\$108.00
	Nexplanon / IUD Removal	\$108.00	
	Nuvaring (box of 3)	\$45.00	
	Patches (box of 3)	\$45.00	\$82.00
	Testing:		
	Urine Culture		actual cost +10%
	Prolactin		actual cost +10%
	HSV 1 & 2	\$65.00	actual cost +10%
	TSH	\$30.00	actual cost +10%
	TSH reflex to free T4	\$20.00	actual cost +10%
	Discounts and Charges for Low Income Patients:		Discount program discontinued. See Mercy Fee list above
	Service 0% Pay 10% Pay 15% Pay 25% Pay 50% Pay 75% Pay Full Fee		
	WWE/NP Exam \$0 \$8.80 \$13.20 \$22.00 \$44.00 \$66.00 \$88.00		
	STD Visit \$0 \$2.00 \$3.00 \$5.00 \$10.00 \$15.00 \$20.00		
	Nurse Visit \$0 \$1.00 \$1.50 \$2.50 \$5.00 \$7.50 \$10.00		
	Routine OV \$0 \$3.30 \$4.95 \$8.25 \$16.50 \$24.75 \$33.00		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Complex OV	\$0 \$6.00 \$9.00 \$15.00 \$30.00 \$45.00 \$60.00	
	UA	\$0 \$0.50 \$0.75 \$1.25 \$2.50 \$3.75 \$5.00	
	Urine PT	\$0 \$0.50 \$0.75 \$1.25 \$2.50 \$3.75 \$5.00	
	Serum PT	\$0 \$1.30 \$1.95 \$3.25 \$6.50 \$9.75 \$13.00	
	Wet Mount	\$0 \$0.50 \$0.75 \$1.25 \$2.50 \$3.75 \$5.00	
	BC Pills (per pack)	\$0 \$0.50 \$0.75 \$1.25 \$2.50 \$3.75 \$5.00	
	Depo	\$0 \$3.50 \$5.25 \$8.75 \$17.50 \$26.25 \$35.00	
	IUD	\$0 \$93.10 \$139.65 \$232.75 \$465.50 \$698.25 \$931.00	
	IUD Removal	\$0 \$7.70 \$11.55 \$19.25 \$38.50 \$57.75 \$77.00	
	Nexplanon	\$0 \$97.30 \$145.95 \$243.25 \$486.50 \$729.75 \$973.00	
	Nexplanon Removal	\$0 \$10.80 \$16.20 \$27.00 \$54.00 \$81.00 \$108.00	
	Nuvaring (box of 3)	\$0 \$4.50 \$6.75 \$11.25 \$22.50 \$33.75 \$45.00	
JUNKED VEHICLE PENALTIES	Any person, firm, or corporation who violates any provision of this Code related to junk vehicles shall be assessed a civil penalty in an amount not exceeding five hundred dollars (\$500.00) for each offense, the amount to be determined by the hearing officer in his reasonable discretion, subject to review on appeal.		
	Unless higher amounts are required by state law or a lesser amount is determined by the hearing officer or judge of the municipal court, the minimum penalties for junked vehicle violations shall be as follows:		
	1st offense of failure to abate each junked vehicle in authorized time limit	\$50.00	
	2nd offense of failure to abate each junked vehicle within a six (6) month period	\$75.00	
	3rd and all subsequent offenses of failure to abate each junked vehicle within a six (6) month period	\$100.00	
	In addition to the minimum penalty, charges for towing of the vehicle shall be added.		
LIBRARY	Replacement fee for lost or damaged card	\$1.00	
	Library card - Non-resident cards are available to Texans presently residing outside the City of Abilene per year.	\$10.00	
	Library cards are free to all City of Abilene residents and Dyess active duty & their families.		
	Lamination fee per linear foot	\$1.00	
	Lost and damaged materials. The processing fee is not refundable.	Price of the item plus a \$5.00 processing fee	
	Black and white copies per page	\$0.15	
	Color copies per page	\$0.45	
	Flash drives	\$5.00	
	Sewing machine needle replacement	\$0.50	
	3D Printing fee per gram (\$1.00 minimum charge)	\$0.15	
Rental	For-profit groups or groups from outside the City of Abilene will be charged fees. Fees are payable at the time a reservation is made and are refundable if cancelled at least one week before the scheduled event.		
	Main, Mockingbird - rental fees for the rooms are per hour or any part of an hour.	\$10.00	
	South branch meeting room first two hours - private group per event	\$50.00	
	South branch meeting room each additional hour - private group per event	\$15.00	
	Main, Mockingbird, South branch meeting room - nonprofit group per event	No Charge	
	South branch technology fee for usage of the advance technology per event*	\$25.00	
	*technology fee applies to both profit and nonprofit groups		
MAXWELL MUNICIPAL GOLF COURSE	Per lease agreement for the operation and management of the municipal golf course, the lessee has sole authority to set pricing for all fees up to a maximum of ten percent annually. Potential fee increases greater than ten percent do require approval from the City. The fees listed below were in effect at the time of the first reading of the proposed budget and subject to change. Please contact the Maxwell Golf Course at 325-692-2737 for current rates.		
	Green fees: weekday		
	Walking	\$18.15	
	Riding	\$31.35	
	Junior/senior walking	\$13.20	
	Junior/senior riding	\$26.39	
	Green fees: weekend		
	Walking	\$24.80	
	Riding		
	Junior/senior walking	\$18.15	
	Junior/senior riding	\$31.35	
	Twilight: weekday (Times Vary)		
	no cart	\$15.40	
	with cart	\$24.40	
	Super Twilight: weekday (Times Vary)		
	with cart	\$20.20	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	walking	\$11.00	
	Twilight: weekend (Times Vary)		
	no cart	\$19.25	
	with cart	\$28.24	
	Super Twilight: weekend (Times Vary)		
	with cart	\$22.20	
	walking	\$11.00	
	Single Annual Membership:		
	Walking	\$1,344.47	
	with Trail fee	\$2,086.41	
	with Cart	\$2,166.37	
	with Trail + Shed	\$2,500.40	
	Couple's Annual Membership:		
	Walking	\$2,016.70	
	with Trail fee	\$2,758.64	
	with Cart	\$3,204.58	
	with Trail + Shed	\$3,172.63	
	Junior/Senior Single Annual Membership:		
	Walking (5 days/week)	\$712.07	
	Walking (7 days/week)	\$1,008.35	
	Senior w/ cart (5 days/week)	\$1,533.39	
	Senior w/ cart (7 days/week)	\$1,829.97	
	Senior w/ trail (5 days/week)	\$1,263.54	
	Senior w/ trail (7 days/week)	\$1,750.29	
	with Trail + Shed (5 days/week)	\$1,677.53	
	with Trail + Shed (7 days/week)	\$2,164.29	
	Senior Couple's Annual Membership:		
	Walking (5 days/week)	\$1,068.11	
	with Trail (5 days/week)	\$1,619.58	
	with Trail (7days/week)	\$2,254.47	
	with Cart (5 days/week)	\$2,300.53	
	with Cart (7 days/week)	\$2,744.95	
	with Trail + Shed (5 days/week)	\$2,033.58	
	with Trail + Shed (5 days/week)	\$2,668.46	
	Driving range - large basket	\$12.00	
	Driving range - medium basket	\$8.00	
	Driving range - small basket	\$4.00	
	Driving range - 25% discount for junior/ senior		
	Junior Summer Pass (includes range and golf)	\$281.45	
	Lessons	Set by the instructor	
MUNICIPAL COURT	Child Safety Fund Fee - assessed on parking violations	\$5.00	
	Local Consolidated Fee	\$14.00	
	In accordance with Local Government Code Sec. 134.103(a) . Fee is assessed on conviction of nonjailable misdemeanor offenses, including an offense related to a pedestrian or parking violations. Local Government Code Sec. 134.103(a).		
	Court Cost for Defensive Driving:		
	Regular citation	\$144.00	
	Offense in school zone	\$169.00	
	Warrant Fee - executing or processing a warrant, capias, or capias pro fine.	\$50.00	
	Filing fee for appeal of determination of hearing officer regarding parking violation	\$5.00	
Teen Court Fee	Administrative court fee	\$20.00	
PARKS AND RECREATION			
Parks	Athletic field line painting (football, soccer, rugby):		
	Initial setup / layout (no paint) - per field	\$150.00	
	Line painting - per field	\$125.00	
	Ball Field Lights (for all field light usage other than official league games)	\$20.00/hour per field	
	League Facility use charge:		
	Residents - per player, per season	\$20.00	
	Non-residents - per player, per season	\$25.00	
	Select Team Player - per year		\$25.00
	Bounce House in the Park	\$25.00	
	Park Pavilions per four (4) hour time slot	\$25.00	
	Minter Park Water Curtain:		
	Pre-programmed / pre-approved name, phrase, or design	\$25.00 / hour	
	Pre-programmed / pre-approved name, phrase, or design		\$100.00 / day
	Special event live programming by City employee	\$50.00 / hour	
	Pro/Semi pro field use per game/use	\$250.00	
	Rose Park Amphitheater per day	\$50.00	
	Trash bags if purchased from the City per case	\$35.00	
	Vendors in the Park	\$30-\$50/event/day	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Aquatics / Adventure Cove	Use of electrical outlets in parks	\$20.00 per use	
	Tournament fee: Per team / per tournament	\$25.00	
	Adventure Cove: 2 and under	No Charge	
	Adventure Cove: Child less than 48" tall	\$4.00	
	Adventure Cove: Child / adolescent 48" tall	\$6.00	
	Adventure Cove: Adult	\$7.00	
	Adventure Cove: Doggie splash day - per dog	\$3.00	
	Shallow Water Lifeguard Course - per person	\$135.00	
	Swimming lessons: 2 week session	\$45.00	
	Adventure Cove Pavilion & Facility Rentals:		
Recreation	2 hour rental	\$200.00	
	After-hours rental: 2 hours	\$600.00	\$700.00
	After-hours rental: each additional hour	\$300.00	
	Adventure Cove: Lifeguard re-certification fee	\$75.00	
	Special events admission fee	up to \$50.00	
	Adaptive recreation ~ For program fees and eligibility guidelines contact Adaptive recreation at (325)676-6575 (in Rose Park)		
	Adaptive recreation Private pay ~ monthly	\$40.00	
	Adaptive recreation non private pay	State agency approved rate based on service level	
	After School Program - per student / week	\$15.00	
	Bike race/ride - individual	\$35.00	
	Bike race/ride - team	\$40.00	
	Bike race/ride - registration day of race additional	\$10.00	
	Camps winter break	\$50.00	\$65.00
	Camps spring break	\$60.00	\$65.00
	Carver Youth council talent show student	\$3.00	
	Carver Youth council talent show adult	\$5.00	
	Classes: Instructor receives 75% of fee; City of Abilene receives 25% of fee	Price set by instructor	
	Daddy daughter date night per person	\$12.00	
	Half marathon individual	\$35.00	
	Half marathon team	\$40.00	
	Half marathon day of registration - additional	\$10.00	
	Heels & wheels duathlon individual	\$35.00	
	Heels & wheels duathlon team	\$40.00	
	Heels & wheels day of registration - additional	\$10.00	
	Leagues youth girls volleyball per person per season	\$55.00	
	Leagues youth basketball per person per season	\$60.00	
	Leagues youth flag football per person per season	\$75.00	
	Leagues adult basketball per person per season	\$45.00	
	Leagues adult flag football per team per season	\$350.00	
	Leagues adult kickball per person per season	\$20.00	
	Leagues adult volleyball per person per season	\$45.00	
	Leagues pickleball per person per season	\$10.00	
	Leagues spikeball per person per season	\$10.00	
	Mayor's Annual Race 1k: 12 and under	\$10.00	
	Mayor's Annual Race 5k	\$25.00	
	Mayor's Annual Race 10k	\$35.00	
	Annual Race day of registration - additional		\$10.00
	Mother/Son date night per person	\$12.00	
	Recreation Activity Buildings: Maximum capacity Rose Park Recreation Center = 75 Cobb Recreation Center = 63. A \$100.00 damage deposit is required. Admin/user fee \$5.00		
		Private Non fundraising	
	9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	\$135.00	\$140.00
	9:00 AM - 12:00 AM per activity	\$175.00	\$180.00
		Non Profit fundraising	
	9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	\$150.00	\$155.00
	9:00 AM - 12:00 AM per activity	\$250.00	\$255.00
		Commercial fundraising	
	9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	\$175.00	\$180.00
	9:00 AM - 12:00 AM per activity	\$300.00	\$305.00
	Recreation Center: Rates are hourly. A \$100.00 damage deposit is payable at the time the reservation is made. Admin/ User Fee: \$5.00		
	Private, non-fundraising per hour	\$35.00	
	Non-profit, fundraising per hour	\$45.00	
	Commercial, fundraising per hour	\$60.00	
	Summer playground program:		
	1 Week Session / per child / per program	\$45.00	\$50.00
	2 Week Session / per child / per program	\$80.00	\$85.00
	TAAF Flag Football: Per team	\$350.00	
	TAAF Track Meet admission fee: per person	\$5.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Tennis	Wellness Jamboree: Vendor booth fee for first come/first serve area	\$50.00	
	Wellness Jamboree: Vendor booth fee for premium booth locations	\$100.00	
	Wellness Jamboree: Admission fee	No Charge	
	Tennis center: juniors membership fee annual	\$75.00	
	Tennis center: adults membership fee annual	\$100.00	
	Tennis center: family membership fee annual	\$150.00	
	Tennis center court fee	No Charge	
	Membership benefits include 3 day advance reservation on courts and ball machine and price break on lesson		
	Tennis center court fee non-member	\$2.50/person	
	Tennis center ball machine hourly rate non member	\$10.00-\$15.00	
	Tennis center ball machine rental rate and privileges - Hourly rate (members)	\$10.00	
	Tennis center ball machine rental rate and privileges - Hourly rate (non-members)	\$15.00	
	Tennis center ball machine - Yearly registration	\$100.00	
	Tennis tournament fee	\$15-\$50	
Senior Services	Senior Services activity rental: a \$100.00 damage deposit will be required for the rental of these facilities		
	Grand Ball Room (includes the use of 140 stack chairs)		
	Full-day rental 9:00 AM - 11:00 PM	\$425.00	
	Half-day rental 7-hour time frame (your choice) 9:00 AM - 4:00 PM or 4:00 PM-11:00 PM		\$300.00
	Between 9:00 AM and 11:00 PM	\$300.00	
	Dining Room (includes use of 40-3'x3' tables and 180 stack chairs and patio)		
	Full-day rental 9:00 AM - 11:00 PM	\$425.00	
	Half-day rental 7-hour time frame (your choice) 9:00 AM - 4:00 PM or 4:00 PM-11:00 PM		\$300.00
	Between 9:00 AM and 11:00 PM	\$300.00	
	Senior meal fee: age 60 and over		\$2.00
	Senior lunch fee: under the age of 60	\$3.50	
	Senior dances admission fee	\$6.00	
	Senior special events admission fee	up to \$45.00	
	Senior talent show admission fee	\$5.00	
	Senior Thursday night weekly dance	\$5.00	
PLANNING	Special events may be added upon approval of the City Manager or his designee		
	Board of Adjustment Filing/Application Fees	\$400.00	
	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.		
	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)		
	** Thoroughfare abandonment fee is 10% of the calculated land value of the ROW area to be abandoned, based on average square footage value of adjacent properties, per the most recent official Appraisal District valuation. Minimum fee is \$1,500.00. Any portion over the minimum fee is refundable if the abandonment is not approved.		
	Street name change (applicant also responsible for notification costs)	\$800.00	
Signs	Proportionality appeal	\$500.00	
	Sidewalk waiver or deviation (plat)	\$250.00	
	Sidewalk deferral agreement	\$100.00	
	Miscellaneous permit fee is for new permits/processes/applications established by ordinance to be applied until such time that a specific fee is established.	\$100.00	
	If a case is withdrawn or delayed at the request of the applicant after notifications have been sent and/or public notice has been posted, the applicant will be responsible for the cost of notifications and re-posting of notice.		
	Sign permit - billboard (based on sign value)	\$ 500.00*	
	Sign permit - non-billboard (based on sign value)	\$ 200.00*	
	Sign permit - portable	\$50.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	*Sign permit fee, other than for portable signs, is 2% of the sign value OR the minimum fee noted above, whichever is greater		
Other	Itinerant business permit	\$100.00	
	Misc. other permit/application	\$100.00	
POLICE			
Other	Fingerprinting services	\$10.00	
	Accident reports	\$6.00	
	Trailer inspection fee	\$40.00	
Records	Admin fee to gather info (if more than 50 pages) per hour	\$15.00	
	Arrest report per page	\$0.10	
	Certified report	\$1.00	
	CD case	\$0.50	
	Clearance letter per letter	\$5.00	
	DVD	\$3.00	
	Non-rewriteable CD (CD-R)	\$1.00	
	Overhead charge	20% of labor charge	
	Police reports per page	\$0.10	
Vehicle Impoundment Fees	Daily storage fee	\$20.00	
	Daily tax	\$1.65	
(Set by State Law Occupations Code)	Towing charge	Varies by vehicle	
PUBLIC INFORMATION REQUEST			
	Pursuant to the Public Information Act, Tex. Gov't Code Chapter 522.2615, if a request for a copy of public information will result in the imposition of a charge that exceeds \$40.00, or a request to inspect a paper record will result in the imposition of a charge under 552.271 that exceeds \$40.00, the governmental body shall provide the requestor with a written itemized statement that details all estimated charges that will be imposed, including any allowable charges for labor or personnel costs. If an alternative less costly method of viewing the records is available, the statement must include a notice that the requestor may contact the governmental body regarding the alternative method.		
(State Regulated)	The basic charge for copies of public information is currently \$.10 per page, \$3.00 per DVD, and \$1.00 per CD. Voluminous requests may also result in personnel costs, currently a flat rate of \$15.00 per hour, and overhead, charged at 20% of the total personnel costs for the request. The Office of the Attorney General has published a handbook interpreting the Texas Public Information Act.		
PUBLIC RIGHT-OF-WAYS			
Franchise Fees	Cable Television:		
	Initial franchise application and review fee	\$5,000.00	
	Franchise renewal application and review fee	\$1,000.00	
	Cable Television Franchise Fee	5% of grantee's gross revenues	
		.001116¢ per kilowatt-hour of services delivered	
	Electric		
	Gas	5% of grantee's gross revenues	
	Non-Emergency Ambulance Transfer Service:		
	Franchise fee for non-emergency ambulance transfer service is 3.5% of the total amount billed for ambulance services fees and other income derived from operations within the City.	3.5% of billings for services fees & other income	
	Note: only collected if city is requested to financially subsidize the operation of ambulance service within the city.		
	Telecommunications	set by the Public Utility Commission of Texas	
	Underground Encroachments:		
	Franchise fee for subsurface structure under public property	\$.02 per cubic foot / annual	
	Sidewalk elevator or lift	\$100 / annual	
Wireless Communication Network Nodes	Permits for use of public right-of-way:		
(State Regulated)	Application fee - \$500 deposit per application covering up to 5 network nodes, \$250 deposit for each additional network node, and \$1,000 deposit per pole.	Actual cost to process	
	*A \$500 deposit is required at the time of application. The actual application fee will vary and is based on the actual direct costs incurred by the City to process the application, not to exceed the amounts stated in Local Government Code Sec. 284.156.		
	Public Right-of-Way rates:		
	Use of public right-of-way (per installed network node)	\$250 / annual	
	Transport facilities charge (monthly rate per connected network node)*	\$28 / month	
	*charge is in addition to the annual use of public right-of-way charge		
	Collocation of network nodes on service poles (per service pole)	\$20 / annual	
RECYCLING			
	Amounts shown include \$.0825 sales tax		
Mulch	Mulch self loaded by resident	No Charge	
	Loaded by City staff (per yard)	\$4.00	
	10, 20, 30-40 yards inside City limits (per yd.)	\$4.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Regrind Mulch	Delivery charge	\$200.00	\$210.00
	Bagged – approx 2 cu ft		
	Wholesale (for commercial use)	\$1.00 per bag	
	Retail	\$1.50 per bag	
	Amounts shown include \$.0825 sales tax		
	Prices are per yard.		
	Mulch self loaded by resident 1 yard or less	No Charge	
	10, 20, 30-40 yds.		
	Premium \$6.00 /yd –Fine \$10.00 /yd		
	Delivery charge	\$200.00	\$210.00
Cardboard Collection Services	Bagged – regrind per bag – approx 2 cu ft	\$1.50	
	Wholesale (for commercial use): Premium \$1.50 per bag — Fine \$2.00 per bag		
	Retail: — Premium \$2.00 per bag — Fine \$2.50 per bag		
	Sales tax is extra on services		
	Cardboard recycling 8 yard container:		
	One a week collection per month	\$65.00	
	Two a week collection per month	\$100.00	
	Three a week collection per month	\$135.00	
	Each additional collection at same site	\$35.00	
	Recycle 40 yard Cardboard monthly	\$866.67	\$910.00
Freon Units/Other Appliances	Each additional collection at same site	\$200.00	\$210.00
	No tax		
	Residential Freon unit - 1st unit	No Charge	
	Residential Freon unit - 2nd unit	\$5.00	
	Commercial Freon unit	\$5.00	
	Commercial other appliances	\$2.50	
	Sales tax is extra on services		
	Loaded by customer	No Charge	
	Bulk loaded by City staff (per yd.)	\$4.00	
	Tires		
Other	No sales tax		
	Rim size		
	13" - 14" (with rim add \$3.00) (no rims accepted)	\$1.00	
	15" - 16 20" (with rim add \$3.00) (no rims accepted)	\$2.00	
	Truck (with rim add \$5.00) (no rims accepted)	\$5.00	
	Farm (no rims accepted)	\$10.00	
	Per Delivery to Recycler	\$200.00	\$210.00
	Brush Center Commercial Fee	\$30.00 per load	
	ROAD HUMPS		
	Application fee Those requesting road humps are responsible for the installation cost of the road humps, notifications costs, and associated signs and markings. Cost per hump varies. Call Traffic Engineering for an estimate.	\$100.00	
SCOOTER & BICYCLE SHARING	Scooter & Bicycle Sharing Permit:		
	Initial permit (24 months)	\$1,500.00	
	Renewal permit fee (12 months)	\$750.00	
SOLICITATION PERMIT	Application permit fee (30 days)	\$50.00	
	For each additional solicitor/worker	\$10.00	\$30.00
	Yearly application fee (local business only)	\$100.00	
	Yearly fee for each additional solicitor/worker	\$10.00	\$30.00
SOLID WASTE	Sales tax is extra on services		
	Environmental charge per month all accounts	\$1.80	
	Residential		
	Regular collection services monthly charge	\$18.11	\$20.00
	Carry-Out Service (no new customers accepted)		
	10-50 feet	\$27.45	
	50-100 feet	\$48.25	
	100-150 feet	\$69.05	
	Commercial		
	Minimum charge of \$17.00 per month for Commercial accounts		
Commercial Sideloader (emptied 2 times per week)	90 gallon	\$26.80	\$27.50
	300 gallon	\$54.82	\$60.00
	300 gallon shared by 2 com. Each	\$28.18	\$30.00
	300 gallon shared by 3 com. Each	\$49.27	
	300 gallon shared by 1 com. & 1 res.	\$28.18 & \$18.11	
	Frontloader Services		
	Two times per week collection:		
	2 yard container per month	\$44.83	\$59.83
	3 yard container per month	\$66.02	\$78.52
	4 yard container per month	\$90.73	\$98.23
Frontloader Services	6 yard container per month	\$123.87	
	8 yard container per month	\$158.19	
	2 yard compactor per month	\$81.45	\$89.79
	8 yard compactor per month	\$204.17	
	4 times per week collection:		
	2 yard container per month	\$91.86	\$111.86

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Extra Collections	3 yard container per month	\$138.91	\$151.41
	4 yard container per month	\$189.38	
	6 yard container per month	\$258.02	
	8 yard container per month	\$329.00	
	Environmental charge per month	\$1.80	
	On regular route:		
	2 yard container	\$20.79	
	2, 3 or 4 yard container	\$33.42	\$40.00
	6 or 8 yard container	\$41.60	\$50.00
	Off regular route:		
Stationary Compactor Service	2 yard container	\$28.89	
	3 or 4 yard container	\$50.85	
	6 or 8 yard container	\$60.09	
	City-Owned Unit*		
	30 Yd. 40 Yd. 20 yd. 30 Yd. 40 Yd.		
	Collections per week 1	\$1504.04 \$1771.29 \$1035.97 \$1079.30 \$1302.85 \$1346.18 \$1567.15 \$1610.48	
	Collections per week 2	2809.12 3341.42 2070.44 2158.60 2604.20 2692.36 3132.80 3220.96	
	Collections per week 3	4113.20 4911.55 3104.91 3237.90 3905.55 4038.54 4702.95 4831.44	
	Collections per week 4	5417.28 6481.68 4139.38 5206.90 6270.10	
Other Monthly	*Includes \$200.95 per month rental rate		
	30 Yd. Compactor with Turn Charge - 1 collection per week	\$1,550.36	\$1,570.36
	34 Yd. Compactor with Turn Charge - 1 collection per week	\$1,816.61	\$1,836.61
	20 yard container compactor	\$268.52	\$278.52
	30 yard container compactor	\$336.50	\$346.50
	40 yard container compactor	\$405.61	\$415.61
	City-Owned Unit *		
	30 Yd. 40 Yd. 20 yd. 30 Yd. 40 Yd.		
On-Call Service	\$336.50 \$405.61 \$268.52 \$336.50 \$405.61		
	*\$200.95 per month rental rate separate charge		
	City-Owned Unit Rental Rate	\$200.95	
	Per Delivery to Recycler	\$200.00	
	Privately-Owned Unit		
	Per Delivery to Recycler	\$200.00	\$210.00
	Turning Charge	\$45.32	\$55.32
	Per Week 20 yd. 30yd 40 yd.		
	1 \$1031.25 \$1291.84 \$1550.37		
Roll-Off Open Scheduled	2 \$2050.95 \$2572.13 3088.77		
	3 \$3070.00 \$3852.43 4627.39		
Roll-Off Open Non Scheduled	Container Size	Per Collection	
	20 yard	\$275.12	
	30 yard	\$341.97	
	40 yard	\$408.82	
Roll-Off Non-Scheduled (short term)	Size Charge Daily Rental Per Collection Charge		
	20/30/40 yard \$56.45 \$3.47 -\$200.00 \$210.00 haul+\$28.89-\$30.05 per ton		
Open Top Containers	Permanent per month	\$174.89	
	Brush and Bulky		
	Knuckle boom truck - city crew loading service per hour	\$76.27	
	Rear loader truck - city crew loading per hour	\$46.45	
Container Exchange/Refurbishment	100 or 300 gallon	\$33.99	
	2 yard	\$50.98	
	3 yard	\$62.31	
	4 yard	\$81.58	
	6 yard	\$99.70	
	8 yard	\$118.96	
Special Event Service	90 gallon per cart per dump	\$2.72	
	300 gallon per container per dump	\$6.19	
	4 cubic yard per container per dump	\$33.51	
	8 cubic yard per container per dump	\$41.60	
	20 cubic yard per container per dump	\$268.52	
	30 cubic yard per container per dump	\$336.50	
	40 cubic yard per container per dump	\$405.61	
	Flatbed truck per load	\$75.91	
Other	Daily rental	\$3.47	
	Haul fee	\$200.00	
	Return service fee	\$46.45	
	Set fee	\$46.45	
	Special manifest loads	\$14.75 per cubic yard	

these fees are already presented in above fees and do not need to be listed separately

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Wash container	\$67.98	
SPECIAL EVENT AND STREET USE LICENSE	Category A : no control over the street; pre-approved route; not in Downtown Area	\$25.00	
	Category B: less than 24 hours in duration; requiring control of local/minor streets; in Downtown Area	\$50.00	
	Category C: multiple day event or major impact; requiring control streets; in Downtown Area	\$100.00	
	Parades: closed streets, approved route in the Downtown Area	\$200.00	
	Street Use License: any other private use upon any public street, alley, sidewalk, or public way	\$300.00	
	Pipeline Payment Street Use License: pipelines, gas, oil, or other hydrocarbons	Per rod price as negotiated	
STORMWATER SERVICES	Stormwater utility rates are included on users monthly water bill and are shown on this schedule under Water Bill Commercial or Water Bill Residential, as appropriate.		
	RESIDENTIAL		
	Tier 1 <= 1,280 square feet	\$2.53	\$2.66
	Tier 2 1,281 to 2,880 square feet	\$3.33	\$3.50
	Tier 3 2,881 - 3,500	\$4.01	\$4.21
	Tier 4 > 3,500 square feet	\$4.88	\$5.12
	COMMERCIAL		
	minimum rate	\$6.18	\$6.48
	per square foot	\$0.00068	\$0.00071
	maximum rate	\$61.75	\$64.84
	Environmental Charge - Stormwater	\$1.05	\$1.10
STREETS	Estimate fee	\$25.00	
	Items listed below are invoiced at the actual cost of materials and labor in effect at the time of service. Please contact the Street Services division at 676-6045 for current prices.		
	Hot mix asphalt (ton)	actual cost	
	Base (cu. yd.)	actual cost	
	Grade #6	actual cost	
	CBS-1 (gallon)	actual cost	
	Clean up (ton)	actual cost	
	Saw blade	actual cost	
Street or Alley Excavations	Items listed below are invoiced at the actual cost of materials and labor in effect at the time of service. Please contact the Street Services division at 676-6045 for current prices.	Base Cost	
	#1 Base repair in alley - plumber's ditch up to 12 cu. yds./ditch (plumber backfill & cleanup)	actual cost	
	#2 Base repair in alley - plumbers ditch up to 12 cu. yds./ditch (City backfill & cleanup)	actual cost	
	#3 Base & asphalt repair to street or alley - plumber's ditch up to 12 cu. yds./ditch. Hot mix asphalt, includes saw blade charge (plumber's backfill & cleanup)	actual cost	
	#4 Base & asphalt repair to street or alley - plumber's ditch up to 12 cu. yds./ditch. Hot mix asphalt, includes saw blade charge (City backfill & cleanup)	actual cost	
Street Maintenance Fee	Residential - monthly charge		
	R1 Single Family Residence	\$6.75 per non-irrigation meter	
	MF Multifamily	\$6.00 per dwelling unit	
	LM1 Low-Moderate Income	\$1.75 per non-irrigation meter	
	<i>Persons who make 50% or less of the median family income as defined by the City's Office of Neighborhood Services are eligible to pay the reduced Low-to Moderate-Income (LM1) rate. Applications for LM1 rate reduction are available at www.abilenetx.gov or call 325-437-4576.</i>		
	Commercial - monthly charge		
	C1 Base Trip Rate 0.00 to 4.99	\$25.00	
	C2 Base Trip Rate 5.00 to 14.99	\$35.00	
	C3 Base Trip Rate 15.00 to 49.99	\$45.00	
	C4 Base Trip Rate 50.00 to 199.99	\$55.00	
	C5 Base Trip Rate 200.00 to 999.99	\$65.00	
	C6 Base Trip Rate 1,000 or greater	\$75.00	
	See City of Abilene Ordinance No. 35-2018, Exhibit A available at www.abilenetx.gov for how base trip rate is determined.		
TAXI/LIMO LICENSE PERMIT	Owner License Fee (Yearly)	\$100.00	
	Vehicle permit (Per Vehicle)	\$25.00	
	Driver permit (Per Driver)	\$25.00	
	Replacement Fee	\$5.00	
TRAFFIC & TRANSPORTATION	City Ordinance Parking violations:		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Parking	*Amounts listed below are the minimum fines, unless a lesser amount is determined by the hearing officer or municipal court clerk or so designated deputy. Parking citations listed below do not include \$14 Local Consolidated Fee and \$5 Child Safety Fund fee (see Municipal Court section). Amounts also exclude State portion of fines and fees. Fees subject to change in accordance with state law.		
	Exceeding posted time limit, first offense within 30-day period	\$25.00	\$6.00
	Exceeding posted time limit, second offense within 30-day period	\$45.00	\$26.00
	Exceeding posted time limit, third offense within 30-day period	\$70.00	\$51.00
	Exceeding posted time limit, fourth and all subsequent offenses within 30-day period	\$120.00	\$101.00
	On an expired meter	\$25.00	
	Parking in a school zone, first offense	\$45.00	\$26.00
	Parking in a school zone, second offense	\$70.00	\$51.00
	Parking in a school zone, third offense	\$95.00	\$76.00
	Parking in a red zone	\$225.00	\$144.00
	All other parking violations	\$40.00	\$21.00
	<i>Note: Parking citations unanswered for more 10 days are considered delinquent and become twice the amounts specified above. Fines are not to exceed \$500.00 for each offense.</i>		
	Boot fee	\$25.00	
	Construction parking permit: Per vehicle per day (Monday-Friday)	\$3.00	
	Parking lot lease: Each space, per month varies by lot	\$10.00 to \$20.00	
	Parking meters: Per minute	\$0.10	
Resident Only Parking Program	Application fee	\$50.00	
	Installation of Resident Parking Only sign, each	\$200.00	
	Resident Only Parking Permit, each	\$5.00	
	Guest pass, each	\$5.00	
	Replacement Parking Permit	\$5.00	
Tree Trimming	Administrative fee	\$250.00	
Housing Moving Permit	House moving permit	\$200.00	
	If passing under a traffic control device per permit	add \$50.00	
	If a traffic control device must be moved	add \$150.00	
	After hours and Saturdays	add \$160.00	
	Rescheduling Fee	\$100.00	
	Failure to procure permit	\$500.00	
	No moving permits granted for Sundays		
WATER	Service to all domestic housing of three units or less.	Water/Sewer rate changes effective 11/1/2021	
Residential (service to all domestic housing of three units or less)	Customer Service Charge	Based on Meter Size*	
Water	5/8 or 3/4	\$15.25 min. per month	\$16.25
	1 inch	\$23.00	\$24.75
	1 1/2 inch	\$42.75	\$46.00
	2 inch	\$71.00	\$76.50
	3 inch	\$134.00	\$144.00
	4 inch	\$201.25	\$216.00
	6 inch	\$373.75	\$402.00
	8 inch	\$606.75	\$655.00
	10 inch	\$818.25	\$880.00
	First 6,000 gallons per thousand gallons	\$3.10	\$3.30
	7,000 - 15,000 gallons per thousand gallons	\$5.25	\$5.60
	Over 15,000 gallons per thousand gallons	\$7.25	\$7.85
	+ O.H. Ivie Charge ... \$0.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption		
Sewer			
	Customer Service Charge	\$13.00 minimum	\$14.00 minimum
	First 10,000 gallons per thousand gallons	\$1.85	\$2.15
	Over 10,000 gallons	No Charge	
Environmental	All Accounts per account	\$2.85	\$2.90
	This fee supports the Stormwater Services and the Solid Waste Environmental Program (\$1.05 \$1.10 to Stormwater Services and \$1.80 to Solid Waste)		
Commercial (business operations and residential housing with four units or more)			
	Customer Service Charge	Based on Meter Size*	
	5/8 or 3/4	\$15.25 min. per month	\$16.25
	1 inch	\$23.00	\$24.75
	1 1/2 inch	\$42.75	\$46.00
	2 inch	\$71.00	\$76.50
	3 inch	\$134.00	\$144.00
	4 inch	\$201.25	\$216.00
	6 inch	\$373.75	\$402.00
	8 inch	\$606.75	\$655.00

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	10 inch	\$818.25	\$880.00
	All consumption per thousand gallons	\$5.25	\$5.60
	+ O.H. Ivie Charge ... \$0.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption		
Sewer	Customer Service Charge	\$13.00 minimum	\$14.00 minimum
	All use per thousand gallons	\$1.85	\$2.15
Environmental	All Accounts per account	\$2.85	\$2.90
	This fee supports the Stormwater Services and the Solid Waste Environmental Program (\$1.05-\$1.10 to Stormwater Services and \$1.80 to Solid Waste)		
Industrial, Manufacturing and Institutions	Customer Service Charge	Based on Meter Size*	
	5/8 or 3/4	\$15.25 min. per month	\$16.25
	1 inch	\$23.00	\$24.75
	1 1/2 inch	\$42.75	\$46.00
	2 inch	\$71.00	\$76.50
	3 inch	\$134.00	\$144.00
	4 inch	\$201.25	\$216.00
	6 inch	\$373.75	\$402.00
	8 inch	\$606.75	\$655.00
	10 inch	\$818.25	\$880.00
	All consumption per thousand gallons	\$4.32	\$4.60
	+ O.H. Ivie Charge ... \$0.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption		
Sewer	Customer Service Charge	\$13.00 minimum	\$14.00 minimum
	All use per thousand gallons	\$1.85	\$2.15
Surcharge Rate:	B.O.D. per pound	\$0.091	
	T.S.S. per pound	\$0.067	
	F.O.G. per pound	\$0.091	
Wholesale Water (Contract)	All consumption per thousand gallons	\$6.20	\$6.80
	+ O.H. Ivie Charge ... \$0.60 per thousand gallons		
Environmental	All Accounts per account	\$2.85	\$2.90
	This fee supports the Stormwater Services and the Solid Waste Environmental Program (\$1.05-\$1.10 to Stormwater Services and \$1.80 to Solid Waste)		
Multiple Housing Units	Multiple Housing Units: When more than two living or business units are supplied through one meter, each additional living or business unit will be charged two dollars and eighty-five ninety cents (\$2.85 \$2.90). No credit shall be allowed for vacant or unoccupied units if the utility account remains active.		
Fire Line Sprinkler System	\$2.00 per inch in diameter of service connection		
Water Bill	Set up fee \$60.00		
Construction Water	Construction Water all use per thousand gallons	\$6.31	\$6.80
	+ O. H. Ivie Charge ... \$.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption.		
Yard Meter	Yard meters all use per thousand gallons	\$6.31	\$6.80
	+ O. H. Ivie Charge ... \$.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption.		
Pro Rata Charge for Water and Sewer Line Connection			
Sewer	Installed prior to June 30, 1981 per frontage foot	\$2.25	
	Installed after June 30, 1981 per frontage foot	\$4.00	
Water	Installed prior to June 30, 1981 per frontage foot	\$3.25	
	Installed after June 30, 1981 per frontage foot	\$5.00	
	The basis for determining footage amounts is described in Chapter 32 of the Municipal Code		
Water Bill	Note: A plumbing permit must be issued by Building Inspection prior to payment of the tap fee.		
Tap Fees	New taps:		
	3/4 inch	\$500.00	
	1 inch	\$550.00	
	1-1/2 inch	\$775.00	
	2 inch and larger	Actual cost of installation	
	Replacement tap credit:		
	3/4 inch	\$20.00	
	1 inch	\$40.00	
	1-1/2 inch	\$100.00	
Service Charges	New service	\$25.00	
	Transfer service	\$17.50	
	Temporary service	\$10.00	
	Delinquent on	\$25.00	
	Illegal consumption	\$50.00	
	Re-read meter	\$10.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Deposits Water Analysis Fees	Return check charge (per account)	\$30.00	
	Meter test	\$25.00	
	Deposits may be required based on payment history and/or credit worthiness		
	Total by titration Alk(T)	\$10.00	
	Carbonate/bicarbonate by titration Alk (C)	\$10.00	
	Nitrogen (NH ₃ -N) (by ISE)	\$12.00	
	Nitrogen (NH ₃ -N) (Distilled)	\$37.00	
	Anion Scan by EPA 300.0A		
	Fluoride (F-), Chloride (Cl-), Nitrite (NO ₂ -N),	\$75.00	
	Nitrite (NO ₃ -N), Bromide (Br-),		
	Ortho-Phosphate (PO ₄ -P)(O), Sulfate (SO ₄ ²⁻)		
	E Coli	\$25.00	
	Enterococci (Enteros)	\$50.00	
	Fecal Coliform (FC)	\$15.00	
	Fecal Sludge	\$50.00	
	Fecal Strep(FS)	\$25.00	
	Heterotropic Plate Count (HPC)	\$15.00	
	Micro Exam	\$75.00	
	Total Coliform (TC)	\$15.00	
	Total Coliform/E Coli by SM9223B	\$20.00	
	Bromate	\$60.00	
	Biochemical Oxygen Demand (BOD)	\$30.00	
	Bromide (Br-)	\$25.00	
	Carbonaceous Biochemical Oxygen Demand (CBOD)	\$30.00	
	Calcium Carbonate Saturation Index (CCPP)	\$80.00	
	Caustic (Sodium Hydroxide) %	\$15.00	
	Chloral Hydrate by EPA 551.1 (CH)	\$100.00	
	Chlorine Demand (demand)	\$100.00	
	Chlorate	\$50.00	
	Chlorine Residual by Titration (Cl ₂)	\$15.00	
	by Amperometric Titration (Cl ₂)	\$15.00	
	Chloride (Cl-) by Titration	\$15.00	
	Chloride(Cl-) by Ion Chromatograph	\$25.00	
	Chlorite	\$50.00	
	Chemical Oxygen Demand (COD)	\$30.00	
	Conductivity (Cond)	\$10.00	
	Color		
	TRUE	\$50.00	
	Cyanide (Total and Amenable) (CN-)	\$50.00	
	Dissolved organic carbon (DOC)	\$55.00	
	Dissolved Oxygen (DO) by ISE or Winkler	\$15.00	
	Fluoride (F-) by ISE	\$15.00	
	Free oil and grease - no soils - by EPA 1664 (HEM) (ask about bottle and sample size)	\$50.00	
	pH, Alkalinity (Alk-T), Hardness, Conductivity,	\$55.00	
	Chloride (Cl-), Sulfate (SO ₄ ²⁻), Nitrate (NO ₃ -N)		
	Haloacetic Nitriles by EPA 551.1 (HANs)	\$100.00	
	Hardness by titration	\$12.00	
	Hardness by calculation	\$54.00	
	Inorganic Disinfection by-products	\$125.00	
	Iodide	\$10.00	
	Langier Saturation Index (LSI)	\$80.00	
	Mercury (Cold Vapor by AAS) EPA 245.1 (Hg)	\$50.00	
	Mercury by EPA 245.7	\$75.00	
	Metals (Total) Digested (each)	\$25.00	
	Five or more (each)	\$12.00	
	Dissolved Soluble (each)	\$20.00	
	Five or more (each)	\$12.00	
	Metal Scan - Dissolved	\$100.00	
	Metal Scan - Total	\$125.00	
	Nitrate by SM 4500-NO ₃ F	\$20.00	
	Nitrite by SM 4500-NO ₃ F	\$20.00	
	Nitrate and Nitrite by SM 4500-NO ₃ F (NAP only)	\$30.00	
	Nitrate and Nitrite by SM 4500-NO ₃ F (non-NAP)	\$35.00	
	NOx by SM 4500-NO ₃ F	\$30.00	
	Nitrate and Nitrite by EPA 300.0 A (NAP only)	\$30.00	
	NOx by EPA 300.0 A	\$30.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Water Restriction Penalties Water Conservation Plan	Nitrate by Ion Chromatograph	\$25.00	
	Nitrite by Ion Chromatograph	\$25.00	
	pH	\$10.00	
	Percent Geometric Mean (% Geometric Mean)	No charge	
	No charge when run with TS and FC analysis		
	Phosphorus, Total (P) ((PO ₄ -P)(T)))	\$25.00	
	Ortho-phosphate (PO ₄ -P(O))	\$20.00	
	Phosphorus, Total (P) ((PO ₄ -P)(T))) by SM 4500-P F	\$25.00	
	Ortho-phosphate (PO ₄ -P(O)) by SM 4500-P F	\$20.00	
	Settleable Solids (SS)	\$5.00	
	Sodium Adsorption Ratio (SAR)	\$80.00	
	Sulfate (SO ₄ ²⁻)	\$20.00	
	Sulfate by Ion Chromatograph	\$25.00	
	Sulfide (S ²⁻)	\$20.00	
	Special sample preparations	\$25.00	
	Applies to soils and samples that must be pre-treated before the normal analysis can begin)		
	Specific gravity by Spindle Hydrometer (SPGR)	\$15.00	
	Specific ultraviolet absorption (SUVA)	\$75.00	
	Thermometer Calibration (3 Calibration Points)	\$25.00	
	Total dissolved solids gravimetric - dried (TDS)	\$15.00	
	by calculation (TDS)	\$10.00	
	Total Kjeldahl Nitrogen (TKN)	\$50.00	
	Total Organic Carbon (TOC)	\$55.00	
	Total oxidants	\$15.00	
	Total petroleum hydrocarbon - no soils (TPH)	\$60.00	
	(ask about bottle & sample size)		
	Total solids (TS)	\$15.00	
	Total suspended solids (TSS)	\$15.00	
	Total Trihalomethanes (TTHMS)	\$100.00	
	(THM) formation potential	\$125.00	
	Total volatile solids (TVS)	\$15.00	
	Total volatile suspended solids (TVSS)	\$15.00	
	Turbidity	\$10.00	
	UV-absorbing organic constituents (UV-254)	\$15.00	
	Water Testing Supplies		
	E Coli Plates	\$1.00	
	Phosphate Buffer	\$5.00	
	Alkalinity Titrant	\$10.00	
	FAS	\$10.00	
	DPD	\$5.00	
	Year-Round Water Use Management/Stage 1 Water Alert:		
	First Offense: Minimum	\$50.00	
	Second Offense: Minimum	\$75.00	
	Subsequent Offenses: Minimum	\$250.00	
	Stage 2 Water Warning:		
	First Offense: Minimum	\$100.00	
	Second Offense: Minimum	\$150.00	
	Subsequent Offenses: Minimum	\$500.00	
	Stage 3 Water Emergency:		
	First Offense: Minimum	\$250.00	
	Second Offense: Minimum	\$500.00	
	Subsequent Offenses: Minimum	\$1,000.00	
	Surcharges for non-compliance with water use reduction (Commercial & Industrial):		
	First 5,000 gallons over allowed amount - 1st occurrence	\$5.00 per 1,000 gallons	
	First 5,000 gallons over allowed amount - 2nd occurrence	\$10.00 per 1,000 gallons	
	Next 5,000 gallons - 1st occurrence	\$10.00 per 1,000 gallons	
	Next 5,000 gallons - 2nd occurrence	\$20.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 1st occurrence	\$20.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 2nd occurrence	\$30.00 per 1,000 gallons	
	Reconnect fee if water turned off for above non-compliance	\$250.00	
	Reconnect fee for failure to pay the surcharge	\$250.00	
	Stage 4 Water Crisis:		
	First Offense: Minimum	\$250.00	
	Second Offense: Minimum	\$500.00	
	Subsequent Offenses: Minimum	\$1,000.00	
	Surcharges for non-compliance with water use reduction (Commercial & Industrial):		
	First 5,000 gallons over allowed amount - 1st occurrence	\$10.00 per 1,000 gallons	
	First 5,000 gallons over allowed amount - 2nd occurrence	\$20.00 per 1,000 gallons	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Next 5,000 gallons - 1st occurrence	\$20.00 per 1,000 gallons	
	Next 5,000 gallons - 2nd occurrence	\$40.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 1st occurrence	\$30.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 2nd occurrence	\$60.00 per 1,000 gallons	
	Reconnect fee if water turned off for above non-compliance	\$500.00	
	Reconnect fee for failure to pay the surcharge	\$250.00	
	Year-Round Use and All Stages:		
	Failure to pay penalty: which can be applied to water bill	\$250.00	
	Reconnect fee for repeated violations of the plan	\$500.00	
	Fraudulent misrepresentation of well water use:	\$500.00	
	Filing fee for administrative appeal of determination by hearing officer	\$10.00	
	Report misuse by calling the Water Office at 676-6000.		
ZONING	Zone change request	\$1,500.00	
	Planned Development District	\$2,000.00	
	Planned Development District, amendment	\$1,000.00	
	Historic Overlay Request	\$50.00	
	Site plan	\$500.00	
	Minor site plan	\$250.00	
	Zoning determination/verification letter	\$100.00	
	Voluntary annexation	\$600.00	
	Landmarks Commission application	\$50.00	
	Appeal to City Council	\$250.00	
	Airport zoning development permit	No charge	
	Sidewalk waiver or deviation (site plan)	\$250.00	
	Misc. Zoning-related application	\$100.00	
ZOO	Admission:		
	Adults (ages 13 - 59)	\$10.00	
	Seniors (age 60+)	\$9.00	
	Military		\$9.00
	Children (ages 3 - 12)	\$7.00	
	Children under 3	Free	
	Group Rates: (groups of 10 or more)		
	Children (ages 3 - 12)	\$6.50	
	Adults (ages 13 - 59)	\$8.00	
	Seniors (ages 60+)	\$7.50	



**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 26. 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. Governor's Executive Orders COVID-19
14. Clyde Water Agreement

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
2. Big League Field 2600 S. 9th
3. Project Golden

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Honorable Mayor and City Council Members

FROM: Misty Mayo

SUBJECT: **27. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving an amended DCOA Budget for Fiscal Year 2020-2021 and a DCOA Budget for Fiscal Year 2021-2022 (*Misty Mayo*)

GENERAL INFORMATION

Approving an amended DCOA Budget for Fiscal Year 2020-2021 and a DCOA Budget for Fiscal Year 2021-2022

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval of an amended DCOA Budget for Fiscal Year 2020-2021 and a DCOA Budget for Fiscal Year 2021-2022

BOARD OR COMMISSION RECOMMENDATION

Approval of an amended DCOA Budget for Fiscal Year 2020-2021 and a DCOA Budget for Fiscal Year 2021-2022

ATTACHMENTS:

1. City Resolution - FY22 Budget_FINAL
2. City Resolution - Revised FY21 Budget_FINAL
3. DCOA Budget Presentation - Amended FY 2021 and Proposed FY 2022_FINAL

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA")
FISCAL YEAR 2021-2022 BUDGET.**

WHEREAS, on July 14, 2021, the DCOA approved a Fiscal Year 2021-2022 Budget (the "**FY21-22 Budget**"), a copy of which is set forth on **Exhibit A**, attached hereto and fully incorporated herein; and,

WHEREAS, the DCOA requests that the City of Abilene approve the FY21-22 Budget.

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

PART 1. The City of Abilene hereby approves the FY21-22 Budget.

PART 2. The City of Abilene's approval of the FY21-22 Budget as set forth in this Resolution is the City of Abilene's approval of the DCOA's programs and expenditures as set forth in the FY21-22 Budget as required by the Texas Local Government Code and the DCOA's Bylaws.

PART 3. This Resolution takes effect immediately upon its adoption.

ADOPTED this ____ day of July, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

	A	B	D	K	L	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Budget and FY22 Budget					
5		As of 7/12/2021					
6			ORIGINAL APPROVED FY2021	PROPOSED FY2022	DIFFERENCE	NOTES	
7		SUMMARY					
8		REVENUES					
9		Sales Tax	\$ 11,913,770	\$ 12,474,516	\$ 560,746		
10		Principal on Loans	\$ 160,000	\$ 620,554	\$ 460,554		
11		Interest on Loans	\$ -	\$ 12,191	\$ 12,191		
12		Investment Pool	\$ 500,000	\$ 12,000	\$ (488,000)		FY 2021 final is estimated at \$12,500 (Investment Pool at City of Abilene).
13		Interest Income (Bank)	\$ -	\$ 4,200	\$ 4,200		
14		Land Lease	\$ 6,080	\$ 3,825	\$ (2,256)		
15		Building Space Rent	\$ 968,301	\$ 979,457	\$ 11,156		
16		Misc. Revenue	\$ -	\$ -	\$ -		
17		Misc. Recovery	\$ -	\$ -	\$ -		
18		TOTAL REVENUES	\$ 13,548,151	\$ 14,106,743	\$ 558,592		
19							
20		EXPENSES					
21		DCOA Asset Management and Administration	\$ 3,055,650	\$ 4,127,130	\$ 1,071,480		Organizational Independence related to Private Property Insurance. Organizational Independence related to Professional Services (including, HR & payroll company and Accounting/annual audit companies). Professional Services for outside contracts for land research and planning (business park plans, appraisals, soil studies, etc.). Professional Services for attorney fees with increase in number of project contracts and Requests for Public Information. Continued Aggressive Marketing (increase travel, sponsorships, and prospect development).
22		Other Property Maintenance	\$ 1,456,640	\$ 1,038,640	\$ (418,000)		Accomplishment of many major updates to facilities: new roofs, painting, etc.
23		Abilene Industrial Foundation	\$ 505,000	\$ 505,000	\$ -		
24		Small Business Development Center	\$ 253,000	\$ 253,000	\$ -		
25		Military Affairs Committee	\$ 437,000	\$ 437,000	\$ -		
26		Airport Business Development	\$ 220,913	\$ 220,913	\$ -		
27		ACU Griggs Center	\$ 24,500	\$ 24,500	\$ -		
28		Workforce Training (AISD/Cisco/TSTC, etc.)	\$ 50,000	\$ 155,000	\$ 105,000		Increase for one of the most critical economic development goals: Workforce (support workforce grants and/or trainings with Cisco, TSTC, AISD, etc.).
29		BE in Abilene	\$ 250,000	\$ 250,000	\$ -		
30		TOTAL EXPENSES	\$ 6,252,703	\$ 7,011,183	\$ 758,480		
31							
32		NET INCOME	\$ 7,295,448	\$ 7,095,560			
33							

A	B	D	K	L	O	P
1	DEVELOPMENT CORPORATION OF ABILENE, INC.					
2	ANNUAL BUDGET					
3	BUSINESS SERVICES and PROPERTY MAINTENANCE					
4	FY21 Budget and FY22 Budget					
5	As of 7/12/2021					
6		ORIGINAL	PROPOSED			
34		APPROVED	FY2022	DIFFERENCE	NOTES	
35	REVENUES					
36	Sales Tax Revenue	\$ 11,913,770	\$ 12,474,516	\$ 560,746		
37	Principal on Loans (BBP Bird)	\$ 160,000	\$ 160,000	\$ -		
38	Principal on Loans (Hartmann's)		\$ 69,000	\$ 69,000		
39	Principal on Loans (Bavarian)		\$ 58,221	\$ 58,221		
40	Principal on Loans (AbiMar)		\$ 333,333	\$ 333,333		
41	Interest on Loans (Bavarian)	\$ -	\$ 12,191	\$ 12,191		
42	Investment Pool	\$ 500,000	\$ 12,000	\$ (488,000)	FY 2021 final is estimated at \$12,500 (Investment Pool at City of Abilene).	
43	Interest Income (Bank)		\$ 4,200	\$ 4,200		
44	Land Leases					
45	David Lenz (Access BP)	\$ 285	\$ 285	\$ -		
46	Lamar Advertising (Fulwiler Land/5 Pts)	\$ 2,020	\$ -	\$ (2,020)		
47	Lamar Advertising (Hwy 36 land)	\$ 1,010	\$ 1,010	\$ -		
48	W. T. Miller (5Pts)	\$ 2,530	\$ 2,530	\$ (1)		
49	W. T. Miller (Maple)	\$ 235	\$ -	\$ (235)		
50	Building/Space Rental					
51	EASI	\$ 146,584	\$ 146,548	\$ (36)		
52	Hangar 0			\$ -		
53	Hangar 2			\$ -		
54	Hangar 3			\$ -		
55	Hangar 4			\$ -		
56	Parts / Records			\$ -		
57	Plant Lady (922 N 13th)	\$ 1,280	\$ -	\$ (1,280)		
58	Pactiv (Spec 2)	\$ 721,746	\$ 732,068	\$ 10,322		
59	Health Services Corp (BCBSTX)	\$ 5	\$ 5	\$ -		
60	Zoltek (Annual)	\$ 10	\$ -	\$ (10)		
61	174 Cypress 1F	\$ 27,000	\$ 27,000	\$ -		
62	174 Cypress 2F	\$ 66,816	\$ 66,816	\$ -		
63	174 Parking Space	\$ 4,860	\$ 7,020.00	\$ 2,160		
64	174 Parking Space (Cockerell)			\$ -		
65	174 Parking Space (Cypress Street Station)			\$ -		
66	174 Parking Space (Excelsior Foundation)			\$ -		
67	174 Parking Space (Robert's Business Service)			\$ -		
68	Misc. Revenue	\$ -	\$ -	\$ -		
69	Misc. Recovery	\$ -	\$ -	\$ -		
70	TOTAL REVENUES (TR)	\$ 13,548,151	\$ 14,106,743	\$ 558,592		
71						

A	B	D	K	L	O	P
1	DEVELOPMENT CORPORATION OF ABILENE, INC.					
2	ANNUAL BUDGET					
3	BUSINESS SERVICES and PROPERTY MAINTENANCE					
4	FY21 Budget and FY22 Budget					
5	As of 7/12/2021					
6		ORIGINAL	PROPOSED			
72		APPROVED	FY2022	DIFFERENCE	NOTES	
73		FY2021				
73	ANNUAL EXPENDITURES					
74	Salaries	\$ 910,000	\$ 937,300	\$ 27,300		
75	Non-Cash Payroll Items	\$ 1,500	\$ 2,000	\$ 500		
76	Stability Pay	\$ 2,400	\$ 3,210	\$ 810		
77	Cell Phone Allowance	\$ 3,600	\$ -	\$ (3,600)		
78	Moving Expense	\$ 30,000	\$ -	\$ (30,000)		
79	Other Reimbursable	\$ -	\$ -	\$ -		
80	TMRS Retirement	\$ 102,460	\$ 97,560	\$ (4,900)		
81	Social Security/Medicare/Payroll Tax	\$ 69,370	\$ 67,300	\$ (2,070)		
82	Group Insurance	\$ 58,020	\$ 60,000	\$ 1,980		
83	Worker's Compensation	\$ -	\$ 1,200	\$ 1,200		
84	Office Supplies	\$ 2,500	\$ 8,000	\$ 5,500		
85	*Non-Capital Minor Tool & Equipment (under \$5k)	\$ 5,000	\$ 2,000	\$ (3,000)		
86	Uniforms	\$ 3,000	\$ 3,000	\$ -		
87	Postage	\$ 1,000	\$ 6,000	\$ 5,000		
88	Fuel-Gas	\$ 3,000	\$ 4,800	\$ 1,800		
89	IT Hardware Expenses (New Computers)	\$ 16,000	\$ 10,000	\$ (6,000)		
90	IT Software Expenses	\$ 22,200	\$ 100,000	\$ 77,800		
91	IT Service	\$ 7,800	\$ 10,000	\$ 2,200		
92	Equipment and Vehicle Maintenance	\$ 3,000	\$ 3,000	\$ -		
93	Building Maintenance - 174 Cypress and Garage	\$ 85,000	\$ 100,000	\$ 15,000		
94	*Building Maintenance - Other Properties	\$ 674,000	\$ 500,000	\$ (174,000)	Accomplishment of many major updates to facilities: new roofs, painting, etc.	
95	Land and Betterments Maintenance - 174 Cypress and Garage	\$ 2,500	\$ 20,000	\$ 17,500		
96	*Land and Betterments Maintenance - Other Properties	\$ 300,000	\$ 500,000	\$ 200,000	Accomplishment of many major updates to facilities: new roofs, painting, etc.	
97	Electric Service - 174 Cypress and Garage	\$ 31,200	\$ 11,000	\$ (20,200)		
98	*Electric Service - Other Properties	\$ 25,000	\$ 10,000	\$ (15,000)		
99	Gas Service - 174 Cypress and Garage	\$ 4,800	\$ -	\$ (4,800)		
100	*Gas Service - Other Properties	\$ 2,000	\$ 4,800	\$ 2,800		
101	Water Service - 174 Cypress and Garage	\$ 12,000	\$ 3,000	\$ (9,000)		
102	*Water Service - Other Properties	\$ 10,000	\$ 3,000	\$ (7,000)		
103	Outsourced Machinery & Equipment Maintenance	\$ 500	\$ -	\$ (500)		
104	Phone - 174 Cypress and Garage	\$ 12,000	\$ 22,000	\$ 10,000		
105	*Phone - Other Properties	\$ 3,000	\$ 3,840	\$ 840		
106	Professional Services - Admin	\$ 300,000	\$ 500,000	\$ 200,000	Organizational Independence related to Professional Services (including, HR & payroll company and Accounting/annual audit companies). Professional Services for outside contracts for land research and planning (business park plans, appraisals, soil studies, etc.). Professional Services for attorney fees with increase in number of project contracts and Requests for Public Information.	
107	● Accounting/Annual Audit Fee					
108	● Attorney Fee					
109	● HR Fee					
110	● Outside Contract Service Fee					
111	*Professional Services - Property	\$ 25,000	\$ -	\$ (25,000)		
112	Other Special Service & Materials		\$ 5,000	\$ 5,000		
113	Printing	\$ 5,000	\$ 5,000	\$ -		
114	Rental of Bldgs./Space	\$ 1,800	\$ 2,760	\$ 960		
115	Liability Insurance Premium	\$ 120,000	\$ 100,000	\$ (20,000)		

	A	B	D	K	L	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Budget and FY22 Budget					
5		As of 7/12/2021					
6			ORIGINAL APPROVED FY2021	PROPOSED FY2022	DIFFERENCE	NOTES	
116		*Liability Insurance Charge (City of Abilene)	\$ 405,140	\$ -	\$ (405,140)		
117		Other Insurance (Property Insurance)	\$ 10,000	\$ 460,000	\$ 450,000	Organizational Independence related to Private Property Insurance.	
118		Employee Development and Associated Travel	\$ 80,000	\$ 80,000	\$ -		
119		Expense Allowance/Mileage (In Abilene Business Activities)	\$ 100,000	\$ 100,000	\$ -		
120		Dues and Subscriptions	\$ 20,000	\$ 20,000	\$ -		
121		*Property Taxes	\$ 7,500	\$ 15,000	\$ 7,500		
122		Marketing/Promotions/Trade Show and Related Travel	\$ 1,000,000	\$ 1,300,000	\$ 300,000	Continued Aggressive Marketing (increase travel, sponsorships, and prospect development).	
123		• Professional Service			\$ -		
124		• Prospect Development			\$ -		
125		• Marketing and Promotion			\$ -		
126		Travel and Meetings			\$ -		
127		• Conference, Convention, Meeting			\$ -		
128		• Travel and Meeting - other			\$ -		
129		Required Legal Notice	\$ -	\$ 5,000	\$ 5,000		
130		Indirect Cost Allocation for City of Abilene	\$ 30,000	\$ 50,000	\$ 20,000		
131		Office Furniture and Equipment	\$ 5,000	\$ 30,000	\$ 25,000		
132		Banking Charge		\$ -	\$ -		
133		Total DCOA Asset Management and Administration	\$ 3,055,650	\$ 4,127,130	\$ 1,071,480	Line 21	
134		*Total Other Property Maintenance	\$ 1,456,640	\$ 1,038,640	\$ (418,000)	Line 22	
135		TOTAL ANNUAL EXPENDITURES (TAE)	\$ 4,512,290	\$ 5,165,770	\$ 653,480		
136							
137		Economic Development Service Providers					
138		Abilene Industrial Foundation	\$ 505,000	\$ 505,000	\$ -		
139		Small Business Development Center	\$ 253,000	\$ 253,000	\$ -		
140		Military Affairs Committee	\$ 437,000	\$ 437,000	\$ -		
141		Airport Business Development	\$ 220,913	\$ 220,913	\$ -		
142		ACU Griggs Center	\$ 24,500	\$ 24,500	\$ -		
143		Workforce Training (AISD/Cisco/TSTC, etc.)	\$ 50,000	\$ 155,000	\$ 105,000	Increase for one of the most critical economic development goals: Workforce (support workforce grants and/or trainings with Cisco, TSTC, AISD, etc.).	
144		BE in Abilene	\$ 250,000	\$ 250,000	\$ -		
145		TOTAL ED SERVICE PROVIDERS	\$ 1,740,413	\$ 1,845,413	\$ 105,000		
146							
147		TOTAL EXPENSES	\$ 6,252,703	\$ 7,011,183	\$ 758,480	Line 30	
148							

	A	B	I	K	L	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Revised and FY22 Budget					
5		As of 7/12/2021					
6			PROPOSED REVISED FY2021	PROPOSED FY2022	DIFFERENCE	NOTES	
7		SUMMARY					
8		REVENUES					
9		Sales Tax	\$ 12,490,165	\$ 12,474,516	\$ (15,649)		
10		Principal on Loans	\$ 616,260	\$ 620,554	\$ 4,294		
11		Interest on Loans	\$ 13,484	\$ 12,191	\$ (1,294)		
12		Investment Pool	\$ 12,500	\$ 12,000	\$ (500)		
13		Interest Income (Bank)	\$ 14,000	\$ 4,200	\$ (9,800)		
14		Land Lease	\$ 6,052	\$ 3,825	\$ (2,228)		
15		Building Space Rent	\$ 967,355	\$ 979,457	\$ 12,102		
16		Misc. Revenue	\$ 7,449	\$ -	\$ (7,449)		
17		Misc. Recovery	\$ 4,489	\$ -	\$ (4,489)		
18		TOTAL REVENUES	\$ 14,131,755	\$ 14,106,743	\$ (25,012)		
19							
20		EXPENSES					
21		DCOA Asset Management and Administration	\$ 3,556,190	\$ 4,127,130	\$ 570,940	Organizational Independence related to Private Property Insurance. Continued Aggressive Marketing (increase travel, sponsorships, and prospect development).	
22		Other Property Maintenance	\$ 1,207,913	\$ 1,038,640	\$ (169,273)	Accomplishment of many major updates to facilities: new roofs, painting, etc.	
23		Abilene Industrial Foundation	\$ 505,000	\$ 505,000	\$ -		
24		Small Business Development Center	\$ 253,000	\$ 253,000	\$ -		
25		Military Affairs Committee	\$ 437,000	\$ 437,000	\$ -		
26		Airport Business Development	\$ 220,913	\$ 220,913	\$ -		
27		ACU Griggs Center	\$ 24,500	\$ 24,500	\$ -		
28		Workforce Training (AISD/Cisco/TSTC, etc.)	\$ 55,000	\$ 155,000	\$ 100,000	Increase for one of the most critical economic development goals: Workforce (support workforce grants and/or trainings with Cisco, TSTC, AISD, etc.).	
29		BE in Abilene	\$ 250,000	\$ 250,000	\$ -		
30		TOTAL EXPENSES	\$ 6,509,516	\$ 7,011,183	\$ 501,667		
31							
32		NET INCOME	\$ 7,622,239	\$ 7,095,560			
33							

	A	B	I	K	L	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Revised and FY22 Budget					
5		As of 7/12/2021					
6			PROPOSED	PROPOSED			
34			REVISED	FY2022	DIFFERENCE	NOTES	
35			FY2021				
35		REVENUES					
36		Sales Tax Revenue	\$ 12,490,165	\$ 12,474,516	\$ (15,649)		
37		Principal on Loans (BBP Bird)	\$ 160,000	\$ 160,000	\$ -		
38		Principal on Loans (Hartmann's)	\$ 66,000	\$ 69,000	\$ 3,000		
39		Principal on Loans (Bavarian)	\$ 56,927	\$ 58,221	\$ 1,294		
40		Principal on Loans (AbiMar)	\$ 333,333	\$ 333,333	\$ -		
41		Interest on Loans (Bavarian)	\$ 13,484	\$ 12,191	\$ (1,294)		
42		Investment Pool	\$ 12,500	\$ 12,000	\$ (500)		
43		Interest Income (Bank)	\$ 14,000	\$ 4,200	\$ (9,800)		
44		Land Leases					
45		David Lenz (Access BP)	\$ 285	\$ 285	\$ -		
46		Lamar Advertising (Fulwiler Land/5 Pts)	\$ 2,061	\$ -	\$ (2,061)		
47		Lamar Advertising (Hwy 36 land)	\$ 1,010	\$ 1,010	\$ -		
48		W. T. Miller (5Pts)	\$ 2,530	\$ 2,530	\$ (1)		
49		W. T. Miller (Maple)	\$ 167	\$ -	\$ (167)		
50		Building/Space Rental					
51		EASI	\$ 146,548	\$ 146,548	\$ -		
52		Hangar 0			\$ -		
53		Hangar 2			\$ -		
54		Hangar 3			\$ -		
55		Hangar 4			\$ -		
56		Parts / Records			\$ -		
57		Plant Lady (922 N 13th)	\$ 640	\$ -	\$ (640)		
58		Pactiv (Spec 2)	\$ 721,746	\$ 732,068	\$ 10,322		
59		Health Services Corp (BCBSTX)	\$ 5	\$ 5	\$ -		
60		Zoltek (Annual)	\$ 10	\$ -	\$ (10)		
61		174 Cypress 1F	\$ 26,325	\$ 27,000	\$ 675		
62		174 Cypress 2F	\$ 66,816	\$ 66,816	\$ -		
63		174 Parking Space	\$ 5,265.00	\$ 7,020.00	\$ 1,755		
64		174 Parking Space (Cockerell)			\$ -		
65		174 Parking Space (Cypress Street Station)			\$ -		
66		174 Parking Space (Excelsior Foundation)			\$ -		
67		174 Parking Space (Robert's Business Service)			\$ -		
68		Misc. Revenue	\$ 7,449	\$ -	\$ (7,449)		
69		Misc. Recovery	\$ 4,489	\$ -	\$ (4,489)		
70		TOTAL REVENUES (TR)	\$ 14,131,755	\$ 14,106,743	\$ (25,012)		
71							

A	B	I	K	L	O	P
1	DEVELOPMENT CORPORATION OF ABILENE, INC.					
2	ANNUAL BUDGET					
3	BUSINESS SERVICES and PROPERTY MAINTENANCE					
4	FY21 Revised and FY22 Budget					
5	As of 7/12/2021					
6						
72						
73	ANNUAL EXPENDITURES					
74	Salaries	\$ 910,000	\$ 937,300	\$ 27,300		
75	Non-Cash Payroll Items	\$ 2,000	\$ 2,000	\$ -		
76	Stability Pay	\$ 2,862	\$ 3,210	\$ 348		
77	Cell Phone Allowance	\$ -	\$ -	\$ -		
78	Moving Expense	\$ 13,896	\$ -	\$ (13,896)		
79	Other Reimbursable	\$ 435	\$ -	\$ (435)		
80	TMRS Retirement	\$ 102,460	\$ 97,560	\$ (4,900)		
81	Social Security/Medicare/Payroll Tax	\$ 69,370	\$ 67,300	\$ (2,070)		
82	Group Insurance	\$ 58,020	\$ 60,000	\$ 1,980		
83	Worker's Compensation	\$ 1,022	\$ 1,200	\$ 178		
84	Office Supplies	\$ 7,300	\$ 8,000	\$ 700		
85	*Non-Capital Minor Tool & Equipment (under \$5k)	\$ 3,000	\$ 2,000	\$ (1,000)		
86	Uniforms	\$ 1,500	\$ 3,000	\$ 1,500		
87	Postage	\$ 5,000	\$ 6,000	\$ 1,000		
88	Fuel-Gas	\$ 4,000	\$ 4,800	\$ 800		
89	IT Hardware Expenses (New Computers)	\$ 13,500	\$ 10,000	\$ (3,500)		
90	IT Software Expenses	\$ 80,000	\$ 100,000	\$ 20,000		
91	IT Service	\$ 7,800	\$ 10,000	\$ 2,200		
92	Equipment and Vehicle Maintenance	\$ 3,000	\$ 3,000			
93	Building Maintenance - 174 Cypress and Garage	\$ 85,000	\$ 100,000			
94	*Building Maintenance - Other Properties	\$ 674,000	\$ 500,000			Accomplishment of many major updates to facilities: new roofs, painting, etc.
95	Land and Betterments Maintenance - 174 Cypress and Garage	\$ 7,000	\$ 20,000			
96	*Land and Betterments Maintenance - Other Properties	\$ 300,000	\$ 500,000			Accomplishment of many major updates to facilities: new roofs, painting, etc.
97	Electric Service - 174 Cypress and Garage	\$ 11,000	\$ 11,000			
98	*Electric Service - Other Properties	\$ 10,000	\$ 10,000			
99	Gas Service - 174 Cypress and Garage	\$ -	\$ -	\$ -		
100	*Gas Service - Other Properties	\$ 4,100	\$ 4,800	\$ 700		
101	Water Service - 174 Cypress and Garage	\$ 9,000	\$ 3,000	\$ (6,000)		
102	*Water Service - Other Properties	\$ 6,100	\$ 3,000	\$ (3,100)		
103	Outsourced Machinery & Equipment Maintenance	\$ -	\$ -	\$ -		
104	Phone - 174 Cypress and Garage	\$ 22,000	\$ 22,000	\$ -		
105	*Phone - Other Properties	\$ 10,250	\$ 3,840	\$ (6,410)		
106	Professional Services - Admin	\$ 500,000	\$ 500,000	\$ -		
107	• Accounting/Annual Audit Fee			\$ -		
108	• Attorney Fee			\$ -		
109	• HR Fee			\$ -		
110	• Outside Contract Service Fee			\$ -		
111	*Professional Services - Property	\$ -	\$ -	\$ -		
112	Other Special Service & Materials	\$ 13,200	\$ 5,000	\$ (8,200)		
113	Printing	\$ 5,000	\$ 5,000	\$ -		
114	Rental of Bldgs./Space	\$ 2,600	\$ 2,760	\$ 160		
115	Liability Insurance Premium	\$ 97,000	\$ 100,000	\$ 3,000		
116	*Liability Insurance Charge (City of Abilene)	\$ 160,290	\$ -	\$ (160,290)		
117	Other Insurance (Property Insurance)	\$ 230,695	\$ 460,000	\$ 229,305		Organizational Independence related to Private Property Insurance.
118	Employee Development and Associated Travel	\$ 80,000	\$ 80,000	\$ -		
119	Expense Allowance/Mileage (In Abilene Business Activities)	\$ 100,000	\$ 100,000	\$ -		
120	Dues and Subscriptions	\$ 20,000	\$ 20,000	\$ -		
121	*Property Taxes	\$ 40,173	\$ 15,000	\$ (25,173)		
122	Marketing/Promotions/Trade Show and Related Travel	\$ 1,000,000	\$ 1,300,000	\$ 300,000		Continued Aggressive Marketing (increase travel, sponsorships, and prospect development).
123	• Professional Service			\$ -		
124	• Prospect Development			\$ -		
125	• Marketing and Promotion			\$ -		
126	Travel and Meetings			\$ -		
127	• Conference, Convention, Meeting			\$ -		
128	• Travel and Meeting - other			\$ -		
129	Required Legal Notice	\$ 1,500	\$ 5,000	\$ 3,500		
130	Indirect Cost Allocation for City of Abilene	\$ 50,000	\$ 50,000	\$ -		

	A	B	I	K	L	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Revised and FY22 Budget					
5		As of 7/12/2021					
6							
131		Office Furniture and Equipment	\$ 40,000	\$ 30,000	\$ (10,000)		
132		Banking Charge	\$ 30	\$ -	\$ (30)		
133		Total DCOA Asset Management and Administration	\$ 3,556,190	\$ 4,127,130	\$ 570,940	Line 21	
134		*Total Other Property Maintenance	\$ 1,207,913	\$ 1,038,640	\$ (169,273)	Line 22	
135		TOTAL ANNUAL EXPENDITURES (TAE)	\$ 4,764,103	\$ 5,165,770	\$ 401,667		
136							
137		Economic Development Service Providers					
138		Abilene Industrial Foundation	\$ 505,000	\$ 505,000	\$ -		
139		Small Business Development Center	\$ 253,000	\$ 253,000	\$ -		
140		Military Affairs Committee	\$ 437,000	\$ 437,000	\$ -		
141		Airport Business Development	\$ 220,913	\$ 220,913	\$ -		
142		ACU Griggs Center	\$ 24,500	\$ 24,500	\$ -		
143		Workforce Training (AISD/Cisco/TSTC, etc.)	\$ 55,000	\$ 155,000	\$ 100,000	Increase for one of the most critical economic development goals: Workforce (support workforce grants and/or trainings with Cisco, TSTC, AISD, etc.).	
144		BE in Abilene	\$ 250,000	\$ 250,000	\$ -		
145		TOTAL ED SERVICE PROVIDERS	\$ 1,745,413	\$ 1,845,413	\$ 100,000		
146							
147		TOTAL EXPENSES	\$ 6,509,516	\$ 7,011,183	\$ 501,667	Line 30	
148							

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA")
REVISED FISCAL YEAR 2020-2021 BUDGET.**

WHEREAS, on July 14, 2021, the DCOA approved a revised Fiscal Year 2020-2021 Budget (the "**Revised FY20-21 Budget**"), a copy of which is set forth on **Exhibit A**, attached hereto and fully incorporated herein; and,

WHEREAS, the DCOA requests that the City of Abilene approve the Revised FY20-21 Budget.

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

PART 1. The City of Abilene hereby approves the Revised FY20-21 Budget.

PART 2. The City of Abilene's approval of the DCOA's Revised FY20-21 Budget as set forth in this Resolution is the City of Abilene's approval of the DCOA's programs and expenditures as set forth in the Revised FY20-21 Budget as required by the Texas Local Government Code and the DCOA's Bylaws.

PART 3. This Resolution takes effect immediately upon its adoption.

ADOPTED this ____ day of July, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Exhibit A 1 - Original Approved FY21 & Proposed Revised FY21 Budget

	A	B	D	I	J	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Original Approved and FY21 Proposed Revised					
5		As of 7/12/2021					
6			ORIGINAL APPROVED FY2021	PROPOSED REVISED FY2021	DIFFERENCE	NOTES	
7		SUMMARY					
8		REVENUES					
9		Sales Tax	\$ 11,913,770	\$ 12,490,165	\$ 576,395		
10		Principal on Loans	\$ 160,000	\$ 616,260	\$ 456,260		
11		Interest on Loans	\$ -	\$ 13,484	\$ 13,484		
12		Investment Pool	\$ 500,000	\$ 12,500	\$ (487,500)		
13		Interest Income (Bank)	\$ -	\$ 14,000	\$ 14,000		
14		Land Lease	\$ 6,080	\$ 6,052	\$ (28)		
15		Building Space Rent	\$ 968,301	\$ 967,355	\$ (946)		
16		Misc. Revenue	\$ -	\$ 7,449	\$ 7,449		
17		Misc. Recovery	\$ -	\$ 4,489	\$ 4,489		
18		TOTAL REVENUES	\$ 13,548,151	\$ 14,131,755	\$ 583,604		
19							
20		EXPENSES					
21		DCOA Asset Management and Administration	\$ 3,055,650	\$ 3,556,190	\$ 500,540	Organizational Independence related to Professional Services (including HR & payroll company and Accounting company). Professional Services for outside contracts for land research and planning (appraisals, soil studies, etc.). Professional Services for attorney fees with increase in number of project contracts and Requests for Public Information. IT Software Expenses for 5 new team members and prospect management software.	
22		Other Property Maintenance	\$ 1,456,640	\$ 1,207,913	\$ (248,727)	Accomplishment of many major updates to facilities: new roofs, painting, etc.	
23		Abilene Industrial Foundation	\$ 505,000	\$ 505,000	\$ -		
24		Small Business Development Center	\$ 253,000	\$ 253,000	\$ -		
25		Military Affairs Committee	\$ 437,000	\$ 437,000	\$ -		
26		Airport Business Development	\$ 220,913	\$ 220,913	\$ -		
27		ACU Griggs Center	\$ 24,500	\$ 24,500	\$ -		
28		Workforce Training (AISD/Cisco/TSTC, etc.)	\$ 50,000	\$ 55,000	\$ 5,000	Matching grant for workforce study.	
29		BE in Abilene	\$ 250,000	\$ 250,000	\$ -		
30		TOTAL EXPENSES	\$ 6,252,703	\$ 6,509,516	\$ 256,813		
31							
32		NET INCOME	\$ 7,295,448	\$ 7,622,239			
33							

Exhibit A 1 - Original Approved FY21 & Proposed Revised FY21 Budget

	A	B	D	I	J	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Original Approved and FY21 Proposed Revised					
5		As of 7/12/2021					
6			ORIGINAL	PROPOSED			
			APPROVED	REVISED			
			FY2021	FY2021	DIFFERENCE	NOTES	
34							
35		REVENUES					
36		Sales Tax Revenue	\$ 11,913,770	\$ 12,490,165	\$ 576,395		
37		Principal on Loans (BBP Bird)	\$ 160,000	\$ 160,000	\$ -		
38		Principal on Loans (Hartmann's)		\$ 66,000	\$ 66,000		
39		Principal on Loans (Bavarian)		\$ 56,927	\$ 56,927		
40		Principal on Loans (AbiMar)		\$ 333,333	\$ 333,333		
41		Interest on Loans (Bavarian)	\$ -	\$ 13,484	\$ 13,484		
42		Investment Pool	\$ 500,000	\$ 12,500	\$ (487,500)		
43		Interest Income (Bank)		\$ 14,000	\$ 14,000		
44		Land Leases					
45		David Lenz (Access BP)	\$ 285	\$ 285	\$ -		
46		Lamar Advertising (Fulwiler Land/5 Pts)	\$ 2,020	\$ 2,061	\$ 41		
47		Lamar Advertising (Hwy 36 land)	\$ 1,010	\$ 1,010	\$ -		
48		W. T. Miller (5Pts)	\$ 2,530	\$ 2,530	\$ -		
49		W. T. Miller (Maple)	\$ 235	\$ 167	\$ (68)		
50		Building/Space Rental					
51		EASI	\$ 146,584	\$ 146,548	\$ (36)		
52		Hangar 0					
53		Hangar 2					
54		Hangar 3					
55		Hangar 4					
56		Parts / Records					
57		Plant Lady (922 N 13th)	\$ 1,280	\$ 640	\$ (640)		
58		Pactiv (Spec 2)	\$ 721,746	\$ 721,746	\$ -		
59		Health Services Corp (BCBSTX)	\$ 5	\$ 5	\$ -		
60		Zoltek (Annual)	\$ 10	\$ 10	\$ -		
61		174 Cypress 1F	\$ 27,000	\$ 26,325	\$ (675)		
62		174 Cypress 2F	\$ 66,816	\$ 66,816	\$ -		
63		174 Parking Space	\$ 4,860	\$ 5,265.00	\$ 405		
64		174 Parking Space (Cockerell)					
65		174 Parking Space (Cypress Street Station)					
66		174 Parking Space (Excelsior Foundation)					
67		174 Parking Space (Robert's Business Service)					
68		Misc. Revenue	\$ -	\$ 7,449	\$ 7,449		
69		Misc. Recovery	\$ -	\$ 4,489	\$ 4,489		
70		TOTAL REVENUES (TR)	\$ 13,548,151	\$ 14,131,755	\$ 583,604		
71							

Exhibit A 1 - Original Approved FY21 & Proposed Revised FY21 Budget

	A	B	D	I	J	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Original Approved and FY21 Proposed Revised					
5		As of 7/12/2021					
6			ORIGINAL	PROPOSED			
7			APPROVED	REVISED			
8			FY2021	FY2021	DIFFERENCE	NOTES	
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	A	B	D	I	J	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Original Approved and FY21 Proposed Revised					
5		As of 7/12/2021					
6			ORIGINAL APPROVED FY2021	PROPOSED REVISED FY2021	DIFFERENCE	NOTES	
123		• Professional Service			\$ -		
124		• Prospect Development			\$ -		
125		• Marketing and Promotion			\$ -		
126		Travel and Meetings			\$ -		
127		• Conference, Convention, Meeting			\$ -		
128		• Travel and Meeting - other			\$ -		
129		Required Legal Notice	\$ -	\$ 1,500	\$ 1,500		
130		Indirect Cost Allocation for City of Abilene	\$ 30,000	\$ 50,000	\$ 20,000		
131		Office Furniture and Equipment	\$ 5,000	\$ 40,000	\$ 35,000		
132		Banking Charge		\$ 30	\$ 30		
133		Total DCOA Asset Management and Administration	\$ 3,055,650	\$ 3,556,190	\$ 500,540	Line 21	
134		*Total Other Property Maintenance	\$ 1,456,640	\$ 1,207,913	\$ (248,727)	Line 22	
135		TOTAL ANNUAL EXPENDITURES (TAE)	\$ 4,512,290	\$ 4,764,103	\$ 251,813		
136							
137		Economic Development Service Providers					
138		Abilene Industrial Foundation	\$ 505,000	\$ 505,000	\$ -		
139		Small Business Development Center	\$ 253,000	\$ 253,000	\$ -		
140		Military Affairs Committee	\$ 437,000	\$ 437,000	\$ -		
141		Airport Business Development	\$ 220,913	\$ 220,913	\$ -		
142		ACU Griggs Center	\$ 24,500	\$ 24,500	\$ -		
143		Workforce Training (AISD/Cisco/TSTC, etc.)	\$ 50,000	\$ 55,000	\$ 5,000	Matching grant for workforce study.	
144		BE in Abilene	\$ 250,000	\$ 250,000	\$ -		
145		TOTAL ED SERVICE PROVIDERS	\$ 1,740,413	\$ 1,745,413	\$ 5,000		
146							
147		TOTAL EXPENSES	\$ 6,252,703	\$ 6,509,516	\$ 256,813	Line 30	
148							

BUDGET APPROVAL FISCAL YEAR 2022

HIGHLIGHT

FY 2022 COMPARED TO ORIGINAL APPROVED FY 2021 BUDGET

\$77,800	IT Software Expenses (Line 90)
(\$174,000)	Building Maintenance – Other Properties (Line 94)
\$200,000	Land and Betterments Maintenance – Other Properties (Line 96)
\$200,000	Professional Services (Line 106)
\$300,000	Marketing/Promotions/Prospect Management/Trade Show and Related Travel (Line 122)
\$105,000	Workforce (Line 143)

\$708,800*

NOTES:

IT Software: New team members, cybersecurity upgrade, and various new prospect management software

Building Maintenance – Other Properties: Accomplished major updates (new roofs, painting, etc.) with cost savings

Land and Betterments Maintenance – Other Properties: Potential parking lot resurface for existing tenant

Professional Services: Organizational independence related to professional services (Human Resources and Accounting), outside contracts for land research and planning, and attorney fees with increase in number of projects

Marketing/Promotions/Prospect Management/Tradeshow and Related Travel: Continued aggressive marketing, increased travel and marketing of DevelopAbilene efforts, to include promotional efforts for ABI

Workforce: Increase for one of the most critical economic development goals (support workforce grants and/or trainings with Cisco, TSTC, AISD, etc.)

***Total Increase is \$758,480**

	A	B	D	K	L	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Budget and FY22 Budget					
5		As of 7/12/2021					
6			ORIGINAL APPROVED FY2021	PROPOSED FY2022	DIFFERENCE	NOTES	
7		SUMMARY					
8		REVENUES					
9		Sales Tax	\$ 11,913,770	\$ 12,474,516	\$ 560,746		
10		Principal on Loans	\$ 160,000	\$ 620,554	\$ 460,554		
11		Interest on Loans	\$ -	\$ 12,191	\$ 12,191		
12		Investment Pool	\$ 500,000	\$ 12,000	\$ (488,000)		FY 2021 final is estimated at \$12,500 (Investment Pool at City of Abilene).
13		Interest Income (Bank)	\$ -	\$ 4,200	\$ 4,200		
14		Land Lease	\$ 6,080	\$ 3,825	\$ (2,256)		
15		Building Space Rent	\$ 968,301	\$ 979,457	\$ 11,156		
16		Misc. Revenue	\$ -	\$ -	\$ -		
17		Misc. Recovery	\$ -	\$ -	\$ -		
18		TOTAL REVENUES	\$ 13,548,151	\$ 14,106,743	\$ 558,592		
19							
20		EXPENSES					
21		DCOA Asset Management and Administration	\$ 3,055,650	\$ 4,127,130	\$ 1,071,480		Organizational Independence related to Private Property Insurance. Organizational Independence related to Professional Services (including, HR & payroll company and Accounting/annual audit companies). Professional Services for outside contracts for land research and planning (business park plans, appraisals, soil studies, etc.). Professional Services for attorney fees with increase in number of project contracts and Requests for Public Information. Continued Aggressive Marketing (increase travel, sponsorships, and prospect development).
22		Other Property Maintenance	\$ 1,456,640	\$ 1,038,640	\$ (418,000)		Accomplishment of many major updates to facilities: new roofs, painting, etc.
23		Abilene Industrial Foundation	\$ 505,000	\$ 505,000	\$ -		
24		Small Business Development Center	\$ 253,000	\$ 253,000	\$ -		
25		Military Affairs Committee	\$ 437,000	\$ 437,000	\$ -		
26		Airport Business Development	\$ 220,913	\$ 220,913	\$ -		
27		ACU Griggs Center	\$ 24,500	\$ 24,500	\$ -		
28		Workforce Training (AISD/Cisco/TSTC, etc.)	\$ 50,000	\$ 155,000	\$ 105,000		Increase for one of the most critical economic development goals: Workforce (support workforce grants and/or trainings with Cisco, TSTC, AISD, etc.).
29		BE in Abilene	\$ 250,000	\$ 250,000	\$ -		
30		TOTAL EXPENSES	\$ 6,252,703	\$ 7,011,183	\$ 758,480		
31							
32		NET INCOME	\$ 7,295,448	\$ 7,095,560			
33							

	A	B	D	K	L	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Budget and FY22 Budget					
5		As of 7/12/2021					
6			ORIGINAL	PROPOSED			
34			APPROVED	FY2022	DIFFERENCE	NOTES	
35			FY2021				
35		REVENUES					
36		Sales Tax Revenue	\$ 11,913,770	\$ 12,474,516	\$ 560,746		
37		Principal on Loans (BBP Bird)	\$ 160,000	\$ 160,000	\$ -		
38		Principal on Loans (Hartmann's)		\$ 69,000	\$ 69,000		
39		Principal on Loans (Bavarian)		\$ 58,221	\$ 58,221		
40		Principal on Loans (AbiMar)		\$ 333,333	\$ 333,333		
41		Interest on Loans (Bavarian)	\$ -	\$ 12,191	\$ 12,191		
42		Investment Pool	\$ 500,000	\$ 12,000	\$ (488,000)	FY 2021 final is estimated at \$12,500 (Investment Pool at City of Abilene).	
43		Interest Income (Bank)		\$ 4,200	\$ 4,200		
44		Land Leases					
45		David Lenz (Access BP)	\$ 285	\$ 285	\$ -		
46		Lamar Advertising (Fulwiler Land/5 Pts)	\$ 2,020	\$ -	\$ (2,020)		
47		Lamar Advertising (Hwy 36 land)	\$ 1,010	\$ 1,010	\$ -		
48		W. T. Miller (5Pts)	\$ 2,530	\$ 2,530	\$ (1)		
49		W. T. Miller (Maple)	\$ 235	\$ -	\$ (235)		
50		Building/Space Rental					
51		EASI	\$ 146,584	\$ 146,548	\$ (36)		
52		Hangar 0			\$ -		
53		Hangar 2			\$ -		
54		Hangar 3			\$ -		
55		Hangar 4			\$ -		
56		Parts / Records			\$ -		
57		Plant Lady (922 N 13th)	\$ 1,280	\$ -	\$ (1,280)		
58		Pactiv (Spec 2)	\$ 721,746	\$ 732,068	\$ 10,322		
59		Health Services Corp (BCBSTX)	\$ 5	\$ 5	\$ -		
60		Zoltek (Annual)	\$ 10	\$ -	\$ (10)		
61		174 Cypress 1F	\$ 27,000	\$ 27,000	\$ -		
62		174 Cypress 2F	\$ 66,816	\$ 66,816	\$ -		
63		174 Parking Space	\$ 4,860	\$ 7,020.00	\$ 2,160		
64		174 Parking Space (Cockerell)			\$ -		
65		174 Parking Space (Cypress Street Station)			\$ -		
66		174 Parking Space (Excelsior Foundation)			\$ -		
67		174 Parking Space (Robert's Business Service)			\$ -		
68		Misc. Revenue	\$ -	\$ -	\$ -		
69		Misc. Recovery	\$ -	\$ -	\$ -		
70		TOTAL REVENUES (TR)	\$ 13,548,151	\$ 14,106,743	\$ 558,592		
71							

A	B	D	K	L	O	P
1	DEVELOPMENT CORPORATION OF ABILENE, INC.					
2	ANNUAL BUDGET					
3	BUSINESS SERVICES and PROPERTY MAINTENANCE					
4	FY21 Budget and FY22 Budget					
5	As of 7/12/2021					
6		ORIGINAL	PROPOSED			
72		APPROVED	FY2022	DIFFERENCE	NOTES	
73		FY2021				
73	ANNUAL EXPENDITURES					
74	Salaries	\$ 910,000	\$ 937,300	\$ 27,300		
75	Non-Cash Payroll Items	\$ 1,500	\$ 2,000	\$ 500		
76	Stability Pay	\$ 2,400	\$ 3,210	\$ 810		
77	Cell Phone Allowance	\$ 3,600	\$ -	\$ (3,600)		
78	Moving Expense	\$ 30,000	\$ -	\$ (30,000)		
79	Other Reimbursable	\$ -	\$ -	\$ -		
80	TMRS Retirement	\$ 102,460	\$ 97,560	\$ (4,900)		
81	Social Security/Medicare/Payroll Tax	\$ 69,370	\$ 67,300	\$ (2,070)		
82	Group Insurance	\$ 58,020	\$ 60,000	\$ 1,980		
83	Worker's Compensation	\$ -	\$ 1,200	\$ 1,200		
84	Office Supplies	\$ 2,500	\$ 8,000	\$ 5,500		
85	*Non-Capital Minor Tool & Equipment (under \$5k)	\$ 5,000	\$ 2,000	\$ (3,000)		
86	Uniforms	\$ 3,000	\$ 3,000	\$ -		
87	Postage	\$ 1,000	\$ 6,000	\$ 5,000		
88	Fuel-Gas	\$ 3,000	\$ 4,800	\$ 1,800		
89	IT Hardware Expenses (New Computers)	\$ 16,000	\$ 10,000	\$ (6,000)		
90	IT Software Expenses	\$ 22,200	\$ 100,000	\$ 77,800		
91	IT Service	\$ 7,800	\$ 10,000	\$ 2,200		
92	Equipment and Vehicle Maintenance	\$ 3,000	\$ 3,000	\$ -		
93	Building Maintenance - 174 Cypress and Garage	\$ 85,000	\$ 100,000	\$ 15,000		
94	*Building Maintenance - Other Properties	\$ 674,000	\$ 500,000	\$ (174,000)	Accomplishment of many major updates to facilities: new roofs, painting, etc.	
95	Land and Betterments Maintenance - 174 Cypress and Garage	\$ 2,500	\$ 20,000	\$ 17,500		
96	*Land and Betterments Maintenance - Other Properties	\$ 300,000	\$ 500,000	\$ 200,000	Accomplishment of many major updates to facilities: new roofs, painting, etc.	
97	Electric Service - 174 Cypress and Garage	\$ 31,200	\$ 11,000	\$ (20,200)		
98	*Electric Service - Other Properties	\$ 25,000	\$ 10,000	\$ (15,000)		
99	Gas Service - 174 Cypress and Garage	\$ 4,800	\$ -	\$ (4,800)		
100	*Gas Service - Other Properties	\$ 2,000	\$ 4,800	\$ 2,800		
101	Water Service - 174 Cypress and Garage	\$ 12,000	\$ 3,000	\$ (9,000)		
102	*Water Service - Other Properties	\$ 10,000	\$ 3,000	\$ (7,000)		
103	Outsourced Machinery & Equipment Maintenance	\$ 500	\$ -	\$ (500)		
104	Phone - 174 Cypress and Garage	\$ 12,000	\$ 22,000	\$ 10,000		
105	*Phone - Other Properties	\$ 3,000	\$ 3,840	\$ 840		
106	Professional Services - Admin	\$ 300,000	\$ 500,000	\$ 200,000	Organizational Independence related to Professional Services (including, HR & payroll company and Accounting/annual audit companies). Professional Services for outside contracts for land research and planning (business park plans, appraisals, soil studies, etc.). Professional Services for attorney fees with increase in number of project contracts and Requests for Public Information.	
107	● Accounting/Annual Audit Fee					
108	● Attorney Fee					
109	● HR Fee					
110	● Outside Contract Service Fee					
111	*Professional Services - Property	\$ 25,000	\$ -	\$ (25,000)		
112	Other Special Service & Materials		\$ 5,000	\$ 5,000		
113	Printing	\$ 5,000	\$ 5,000	\$ -		
114	Rental of Bldgs./Space	\$ 1,800	\$ 2,760	\$ 960		
115	Liability Insurance Premium	\$ 120,000	\$ 100,000	\$ (20,000)		

	A	B	D	K	L	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Budget and FY22 Budget					
5		As of 7/12/2021					
6			ORIGINAL APPROVED FY2021	PROPOSED FY2022	DIFFERENCE	NOTES	
116		*Liability Insurance Charge (City of Abilene)	\$ 405,140	\$ -	\$ (405,140)		
117		Other Insurance (Property Insurance)	\$ 10,000	\$ 460,000	\$ 450,000	Organizational Independence related to Private Property Insurance.	
118		Employee Development and Associated Travel	\$ 80,000	\$ 80,000	\$ -		
119		Expense Allowance/Mileage (In Abilene Business Activities)	\$ 100,000	\$ 100,000	\$ -		
120		Dues and Subscriptions	\$ 20,000	\$ 20,000	\$ -		
121		*Property Taxes	\$ 7,500	\$ 15,000	\$ 7,500		
122		Marketing/Promotions/Trade Show and Related Travel	\$ 1,000,000	\$ 1,300,000	\$ 300,000	Continued Aggressive Marketing (increase travel, sponsorships, and prospect development).	
123		• Professional Service			\$ -		
124		• Prospect Development			\$ -		
125		• Marketing and Promotion			\$ -		
126		Travel and Meetings			\$ -		
127		• Conference, Convention, Meeting			\$ -		
128		• Travel and Meeting - other			\$ -		
129		Required Legal Notice	\$ -	\$ 5,000	\$ 5,000		
130		Indirect Cost Allocation for City of Abilene	\$ 30,000	\$ 50,000	\$ 20,000		
131		Office Furniture and Equipment	\$ 5,000	\$ 30,000	\$ 25,000		
132		Banking Charge		\$ -	\$ -		
133		Total DCOA Asset Management and Administration	\$ 3,055,650	\$ 4,127,130	\$ 1,071,480	Line 21	
134		*Total Other Property Maintenance	\$ 1,456,640	\$ 1,038,640	\$ (418,000)	Line 22	
135		TOTAL ANNUAL EXPENDITURES (TAE)	\$ 4,512,290	\$ 5,165,770	\$ 653,480		
136							
137		Economic Development Service Providers					
138		Abilene Industrial Foundation	\$ 505,000	\$ 505,000	\$ -		
139		Small Business Development Center	\$ 253,000	\$ 253,000	\$ -		
140		Military Affairs Committee	\$ 437,000	\$ 437,000	\$ -		
141		Airport Business Development	\$ 220,913	\$ 220,913	\$ -		
142		ACU Griggs Center	\$ 24,500	\$ 24,500	\$ -		
143		Workforce Training (AISD/Cisco/TSTC, etc.)	\$ 50,000	\$ 155,000	\$ 105,000	Increase for one of the most critical economic development goals: Workforce (support workforce grants and/or trainings with Cisco, TSTC, AISD, etc.).	
144		BE in Abilene	\$ 250,000	\$ 250,000	\$ -		
145		TOTAL ED SERVICE PROVIDERS	\$ 1,740,413	\$ 1,845,413	\$ 105,000		
146							
147		TOTAL EXPENSES	\$ 6,252,703	\$ 7,011,183	\$ 758,480	Line 30	
148							

BUDGET AMENDMENT FISCAL YEAR 2021

HIGHLIGHT

FY 2021 ADJUSTED COMPARED TO ORIGINAL APPROVED FY 2021 BUDGET

\$57,800 IT Software Expenses (Line 90)

\$200,000 Professional Services (Line 106)

\$220,695 Other Insurance (Property Insurance) (Line 117)

(\$244,850) Liability Insurance Charge (City of Abilene) (Line 116)

\$233,645*

NOTES:

IT Software: New team members, cybersecurity upgrade, and various new prospect management software

Professional Services: Organizational independence related to professional services (Human Resources and Accounting), outside contracts for land research, and attorney fees with increase in number of contracts for projects and Requests for Public Information

Other Insurance (Property Insurance): Organizational Independence related to Private Property Insurance

Liability Insurance Charge (City of Abilene): Organizational Independence related to Private Property Insurance

	A	B	D	I	J	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Original Approved and FY21 Proposed Revised					
5		As of 7/12/2021					
6			ORIGINAL APPROVED FY2021	PROPOSED REVISED FY2021	DIFFERENCE	NOTES	
7		SUMMARY					
8		REVENUES					
9		Sales Tax	\$ 11,913,770	\$ 12,490,165	\$ 576,395		
10		Principal on Loans	\$ 160,000	\$ 616,260	\$ 456,260		
11		Interest on Loans	\$ -	\$ 13,484	\$ 13,484		
12		Investment Pool	\$ 500,000	\$ 12,500	\$ (487,500)		
13		Interest Income (Bank)	\$ -	\$ 14,000	\$ 14,000		
14		Land Lease	\$ 6,080	\$ 6,052	\$ (28)		
15		Building Space Rent	\$ 968,301	\$ 967,355	\$ (946)		
16		Misc. Revenue	\$ -	\$ 7,449	\$ 7,449		
17		Misc. Recovery	\$ -	\$ 4,489	\$ 4,489		
18		TOTAL REVENUES	\$ 13,548,151	\$ 14,131,755	\$ 583,604		
19							
20		EXPENSES					
21		DCOA Asset Management and Administration	\$ 3,055,650	\$ 3,556,190	\$ 500,540	Organizational Independence related to Professional Services (including HR & payroll company and Accounting company). Professional Services for outside contracts for land research and planning (appraisals, soil studies, etc.). Professional Services for attorney fees with increase in number of project contracts and Requests for Public Information. IT Software Expenses for 5 new team members and prospect management software.	
22		Other Property Maintenance	\$ 1,456,640	\$ 1,207,913	\$ (248,727)	Accomplishment of many major updates to facilities: new roofs, painting, etc.	
23		Abilene Industrial Foundation	\$ 505,000	\$ 505,000	\$ -		
24		Small Business Development Center	\$ 253,000	\$ 253,000	\$ -		
25		Military Affairs Committee	\$ 437,000	\$ 437,000	\$ -		
26		Airport Business Development	\$ 220,913	\$ 220,913	\$ -		
27		ACU Griggs Center	\$ 24,500	\$ 24,500	\$ -		
28		Workforce Training (AISD/Cisco/TSTC, etc.)	\$ 50,000	\$ 55,000	\$ 5,000	Matching grant for workforce study.	
29		BE in Abilene	\$ 250,000	\$ 250,000	\$ -		
30		TOTAL EXPENSES	\$ 6,252,703	\$ 6,509,516	\$ 256,813		
31							
32		NET INCOME	\$ 7,295,448	\$ 7,622,239			
33							

	A	B	D	I	J	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Original Approved and FY21 Proposed Revised					
5		As of 7/12/2021					
6			ORIGINAL	PROPOSED			
			APPROVED	REVISED			
			FY2021	FY2021	DIFFERENCE	NOTES	
34							
35		REVENUES					
36		Sales Tax Revenue	\$ 11,913,770	\$ 12,490,165	\$ 576,395		
37		Principal on Loans (BBP Bird)	\$ 160,000	\$ 160,000	\$ -		
38		Principal on Loans (Hartmann's)		\$ 66,000	\$ 66,000		
39		Principal on Loans (Bavarian)		\$ 56,927	\$ 56,927		
40		Principal on Loans (AbiMar)		\$ 333,333	\$ 333,333		
41		Interest on Loans (Bavarian)	\$ -	\$ 13,484	\$ 13,484		
42		Investment Pool	\$ 500,000	\$ 12,500	\$ (487,500)		
43		Interest Income (Bank)		\$ 14,000	\$ 14,000		
44		Land Leases					
45		David Lenz (Access BP)	\$ 285	\$ 285	\$ -		
46		Lamar Advertising (Fulwiler Land/5 Pts)	\$ 2,020	\$ 2,061	\$ 41		
47		Lamar Advertising (Hwy 36 land)	\$ 1,010	\$ 1,010	\$ -		
48		W. T. Miller (5Pts)	\$ 2,530	\$ 2,530	\$ -		
49		W. T. Miller (Maple)	\$ 235	\$ 167	\$ (68)		
50		Building/Space Rental					
51		EASI	\$ 146,584	\$ 146,548	\$ (36)		
52		Hangar 0					
53		Hangar 2					
54		Hangar 3					
55		Hangar 4					
56		Parts / Records					
57		Plant Lady (922 N 13th)	\$ 1,280	\$ 640	\$ (640)		
58		Pactiv (Spec 2)	\$ 721,746	\$ 721,746	\$ -		
59		Health Services Corp (BCBSTX)	\$ 5	\$ 5	\$ -		
60		Zoltek (Annual)	\$ 10	\$ 10	\$ -		
61		174 Cypress 1F	\$ 27,000	\$ 26,325	\$ (675)		
62		174 Cypress 2F	\$ 66,816	\$ 66,816	\$ -		
63		174 Parking Space	\$ 4,860	\$ 5,265.00	\$ 405		
64		174 Parking Space (Cockerell)					
65		174 Parking Space (Cypress Street Station)					
66		174 Parking Space (Excelsior Foundation)					
67		174 Parking Space (Robert's Business Service)					
68		Misc. Revenue	\$ -	\$ 7,449	\$ 7,449		
69		Misc. Recovery	\$ -	\$ 4,489	\$ 4,489		
70		TOTAL REVENUES (TR)	\$ 13,548,151	\$ 14,131,755	\$ 583,604		
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	A	B	D	I	J	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Original Approved and FY21 Proposed Revised					
5		As of 7/12/2021					
6			ORIGINAL	PROPOSED			
7			APPROVED	REVISED			
8			FY2021	FY2021	DIFFERENCE	NOTES	
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	A	B	D	I	J	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Original Approved and FY21 Proposed Revised					
5		As of 7/12/2021					
6			ORIGINAL APPROVED FY2021	PROPOSED REVISED FY2021	DIFFERENCE	NOTES	
123		• Professional Service			\$ -		
124		• Prospect Development			\$ -		
125		• Marketing and Promotion			\$ -		
126		Travel and Meetings			\$ -		
127		• Conference, Convention, Meeting			\$ -		
128		• Travel and Meeting - other			\$ -		
129		Required Legal Notice	\$ -	\$ 1,500	\$ 1,500		
130		Indirect Cost Allocation for City of Abilene	\$ 30,000	\$ 50,000	\$ 20,000		
131		Office Furniture and Equipment	\$ 5,000	\$ 40,000	\$ 35,000		
132		Banking Charge		\$ 30	\$ 30		
133		Total DCOA Asset Management and Administration	\$ 3,055,650	\$ 3,556,190	\$ 500,540	Line 21	
134		*Total Other Property Maintenance	\$ 1,456,640	\$ 1,207,913	\$ (248,727)	Line 22	
135		TOTAL ANNUAL EXPENDITURES (TAE)	\$ 4,512,290	\$ 4,764,103	\$ 251,813		
136							
137		Economic Development Service Providers					
138		Abilene Industrial Foundation	\$ 505,000	\$ 505,000	\$ -		
139		Small Business Development Center	\$ 253,000	\$ 253,000	\$ -		
140		Military Affairs Committee	\$ 437,000	\$ 437,000	\$ -		
141		Airport Business Development	\$ 220,913	\$ 220,913	\$ -		
142		ACU Griggs Center	\$ 24,500	\$ 24,500	\$ -		
143		Workforce Training (AISD/Cisco/TSTC, etc.)	\$ 50,000	\$ 55,000	\$ 5,000	Matching grant for workforce study.	
144		BE in Abilene	\$ 250,000	\$ 250,000	\$ -		
145		TOTAL ED SERVICE PROVIDERS	\$ 1,740,413	\$ 1,745,413	\$ 5,000		
146							
147		TOTAL EXPENSES	\$ 6,252,703	\$ 6,509,516	\$ 256,813	Line 30	
148							

	A	B	G	H	I
1	DEVELOPMENT CORPORATION OF ABILENE, INC.	Projects and expenses approved in prior fiscal years			
2	MULTI YEAR PROJECTS	<i>Expenses are paid over multiple years</i>			
3	As of 7/13/2021				
4		ORIGINAL			REMAINING
5		APPROVED	ANTICIPATED	ANTICIPATED	BALANCE
6		AMOUNT	EXPENSE FY21	EXPENSE FY22	AS OF FY23
7	Dyess AFB/JLUS Implementation/Match Grant	\$ 55,000	\$ -	\$ 55,000	\$ -
8	Dyess AFB/DEAAG Security Center/Match Grant	\$ 536,337	\$ -	\$ 536,337	\$ -
9	Dyess AFB/DEAAG Flight Line/Match Grant	\$ 188,608	\$ -	\$ 188,608	\$ -
10	Dyess AFB/DEAAG Egress Barriers/ Match Grant	\$ 199,017	\$ -	\$ 199,017	\$ -
11	Dyess AFB/DCIP/Match Grant	\$ 360,000	\$ -	\$ 360,000	\$ -
12	NEXT University Workforce Coach	\$ 21,643	\$ 21,643	\$ -	\$ -
13	TSTC New Abilene Campus	\$ 4,000,000	\$ 400,000	\$ 400,000	\$ 2,000,000
14	City Street Maintenance Fund	\$ 8,500,000	\$ 1,925,348	\$ 2,000,000	\$ 3,577,169
15	EDA Grant: Fulwiler Rd. Upgrade and Extension (80% Grant/20% DCOA)	\$ 1,275,000	\$ 100,000	\$ 200,000	\$ -
16	EDA Grant: Marigold St. Upgrade and Extension (80% Grant/20% DCOA)	\$ 1,325,000	\$ 100,000	\$ 200,000	\$ -
17	Hangar 2 Expansion A/E & Construction	\$ 1,100,000	\$ 1,100,000	\$ -	\$ -
18	Chike	\$ 387,000	\$ 387,000.00	\$ -	\$ -
19	Hartmann's	\$ 900,000	\$ 900,000	\$ -	\$ -
20	Fulwiler Bldgs. A&B Fire Pump Houses	\$ 240,000	\$ 236,944	\$ -	\$ -
21	Bldg. C/D Clean Out	\$ 125,000	\$ 20,306	\$ -	\$ -
22	Quality Implement	\$ 500,000	\$ -	\$ 250,000	\$ 250,000
23	Vista Flag	\$ 60,000	\$ 60,000	\$ -	\$ -
24	Great Lakes Cheese (Incentives)	\$ 30,000,000	\$ 8,000,000	\$ 8,000,000	\$ 14,000,000
25	Great Lakes Cheese (Land Betterments)	\$ 1,800,000	\$ 1,546,253	\$ 253,747	
26	Access Business Park Development (Great Lakes Cheese)	\$ 1,000,000	\$ 664,770	\$ 335,230	\$ -
27	Hendrick Health System 2021	\$ 1,540,000		\$ 770,000	\$ 770,000
28	Primal Pet Group 2021	\$ 3,160,130	\$ -	\$ 1,375,000	\$ 1,785,130
29	Project Golden	\$ 337,250	\$ 337,250		\$ -
30	NEXT Lab 2021	\$ 2,930,000	\$ -	\$ 1,465,000	\$ 1,465,000
31	TOTAL MULTI YEAR PROJECTS	\$ 60,539,984	\$ 15,799,515	\$ 16,587,938	\$ 23,847,299

	A	B	I	K	L	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Revised and FY22 Budget					
5		As of 7/12/2021					
6			PROPOSED REVISED FY2021	PROPOSED FY2022	DIFFERENCE	NOTES	
7		SUMMARY					
8		REVENUES					
9		Sales Tax	\$ 12,490,165	\$ 12,474,516	\$ (15,649)		
10		Principal on Loans	\$ 616,260	\$ 620,554	\$ 4,294		
11		Interest on Loans	\$ 13,484	\$ 12,191	\$ (1,294)		
12		Investment Pool	\$ 12,500	\$ 12,000	\$ (500)		
13		Interest Income (Bank)	\$ 14,000	\$ 4,200	\$ (9,800)		
14		Land Lease	\$ 6,052	\$ 3,825	\$ (2,228)		
15		Building Space Rent	\$ 967,355	\$ 979,457	\$ 12,102		
16		Misc. Revenue	\$ 7,449	\$ -	\$ (7,449)		
17		Misc. Recovery	\$ 4,489	\$ -	\$ (4,489)		
18		TOTAL REVENUES	\$ 14,131,755	\$ 14,106,743	\$ (25,012)		
19							
20		EXPENSES					
21		DCOA Asset Management and Administration	\$ 3,556,190	\$ 4,127,130	\$ 570,940	Organizational Independence related to Private Property Insurance. Continued Aggressive Marketing (increase travel, sponsorships, and prospect development).	
22		Other Property Maintenance	\$ 1,207,913	\$ 1,038,640	\$ (169,273)	Accomplishment of many major updates to facilities: new roofs, painting, etc.	
23		Abilene Industrial Foundation	\$ 505,000	\$ 505,000	\$ -		
24		Small Business Development Center	\$ 253,000	\$ 253,000	\$ -		
25		Military Affairs Committee	\$ 437,000	\$ 437,000	\$ -		
26		Airport Business Development	\$ 220,913	\$ 220,913	\$ -		
27		ACU Griggs Center	\$ 24,500	\$ 24,500	\$ -		
28		Workforce Training (AISD/Cisco/TSTC, etc.)	\$ 55,000	\$ 155,000	\$ 100,000	Increase for one of the most critical economic development goals: Workforce (support workforce grants and/or trainings with Cisco, TSTC, AISD, etc.).	
29		BE in Abilene	\$ 250,000	\$ 250,000	\$ -		
30		TOTAL EXPENSES	\$ 6,509,516	\$ 7,011,183	\$ 501,667		
31							
32		NET INCOME	\$ 7,622,239	\$ 7,095,560			
33							

	A	B	I	K	L	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Revised and FY22 Budget					
5		As of 7/12/2021					
6			PROPOSED	PROPOSED			
34			REVISED	FY2022	DIFFERENCE	NOTES	
35		REVENUES					
36		Sales Tax Revenue	\$ 12,490,165	\$ 12,474,516	\$ (15,649)		
37		Principal on Loans (BBP Bird)	\$ 160,000	\$ 160,000	\$ -		
38		Principal on Loans (Hartmann's)	\$ 66,000	\$ 69,000	\$ 3,000		
39		Principal on Loans (Bavarian)	\$ 56,927	\$ 58,221	\$ 1,294		
40		Principal on Loans (AbiMar)	\$ 333,333	\$ 333,333	\$ -		
41		Interest on Loans (Bavarian)	\$ 13,484	\$ 12,191	\$ (1,294)		
42		Investment Pool	\$ 12,500	\$ 12,000	\$ (500)		
43		Interest Income (Bank)	\$ 14,000	\$ 4,200	\$ (9,800)		
44		Land Leases					
45		David Lenz (Access BP)	\$ 285	\$ 285	\$ -		
46		Lamar Advertising (Fulwiler Land/5 Pts)	\$ 2,061	\$ -	\$ (2,061)		
47		Lamar Advertising (Hwy 36 land)	\$ 1,010	\$ 1,010	\$ -		
48		W. T. Miller (5Pts)	\$ 2,530	\$ 2,530	\$ (1)		
49		W. T. Miller (Maple)	\$ 167	\$ -	\$ (167)		
50		Building/Space Rental					
51		EASI	\$ 146,548	\$ 146,548	\$ -		
52		Hangar 0			\$ -		
53		Hangar 2			\$ -		
54		Hangar 3			\$ -		
55		Hangar 4			\$ -		
56		Parts / Records			\$ -		
57		Plant Lady (922 N 13th)	\$ 640	\$ -	\$ (640)		
58		Pactiv (Spec 2)	\$ 721,746	\$ 732,068	\$ 10,322		
59		Health Services Corp (BCBSTX)	\$ 5	\$ 5	\$ -		
60		Zoltek (Annual)	\$ 10	\$ -	\$ (10)		
61		174 Cypress 1F	\$ 26,325	\$ 27,000	\$ 675		
62		174 Cypress 2F	\$ 66,816	\$ 66,816	\$ -		
63		174 Parking Space	\$ 5,265.00	\$ 7,020.00	\$ 1,755		
64		174 Parking Space (Cockerell)			\$ -		
65		174 Parking Space (Cypress Street Station)			\$ -		
66		174 Parking Space (Excelsior Foundation)			\$ -		
67		174 Parking Space (Robert's Business Service)			\$ -		
68		Misc. Revenue	\$ 7,449	\$ -	\$ (7,449)		
69		Misc. Recovery	\$ 4,489	\$ -	\$ (4,489)		
70		TOTAL REVENUES (TR)	\$ 14,131,755	\$ 14,106,743	\$ (25,012)		
71							

	A	B	I	K	L	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Revised and FY22 Budget					
5		As of 7/12/2021					
6							
72							
73		ANNUAL EXPENDITURES					
74		Salaries	\$ 910,000	\$ 937,300	\$ 27,300		
75		Non-Cash Payroll Items	\$ 2,000	\$ 2,000	\$ -		
76		Stability Pay	\$ 2,862	\$ 3,210	\$ 348		
77		Cell Phone Allowance	\$ -	\$ -	\$ -		
78		Moving Expense	\$ 13,896	\$ -	\$ (13,896)		
79		Other Reimbursable	\$ 435	\$ -	\$ (435)		
80		TMRS Retirement	\$ 102,460	\$ 97,560	\$ (4,900)		
81		Social Security/Medicare/Payroll Tax	\$ 69,370	\$ 67,300	\$ (2,070)		
82		Group Insurance	\$ 58,020	\$ 60,000	\$ 1,980		
83		Worker's Compensation	\$ 1,022	\$ 1,200	\$ 178		
84		Office Supplies	\$ 7,300	\$ 8,000	\$ 700		
85		*Non-Capital Minor Tool & Equipment (under \$5k)	\$ 3,000	\$ 2,000	\$ (1,000)		
86		Uniforms	\$ 1,500	\$ 3,000	\$ 1,500		
87		Postage	\$ 5,000	\$ 6,000	\$ 1,000		
88		Fuel-Gas	\$ 4,000	\$ 4,800	\$ 800		
89		IT Hardware Expenses (New Computers)	\$ 13,500	\$ 10,000	\$ (3,500)		
90		IT Software Expenses	\$ 80,000	\$ 100,000	\$ 20,000		
91		IT Service	\$ 7,800	\$ 10,000	\$ 2,200		
92		Equipment and Vehicle Maintenance	\$ 3,000	\$ 3,000			
93		Building Maintenance - 174 Cypress and Garage	\$ 85,000	\$ 100,000			
94		*Building Maintenance - Other Properties	\$ 674,000	\$ 500,000			Accomplishment of many major updates to facilities: new roofs, painting, etc.
95		Land and Betterments Maintenance - 174 Cypress and Garage	\$ 7,000	\$ 20,000			
96		*Land and Betterments Maintenance - Other Properties	\$ 300,000	\$ 500,000			Accomplishment of many major updates to facilities: new roofs, painting, etc.
97		Electric Service - 174 Cypress and Garage	\$ 11,000	\$ 11,000			
98		*Electric Service - Other Properties	\$ 10,000	\$ 10,000			
99		Gas Service - 174 Cypress and Garage	\$ -	\$ -	\$ -		
100		*Gas Service - Other Properties	\$ 4,100	\$ 4,800	\$ 700		
101		Water Service - 174 Cypress and Garage	\$ 9,000	\$ 3,000	\$ (6,000)		
102		*Water Service - Other Properties	\$ 6,100	\$ 3,000	\$ (3,100)		
103		Outsourced Machinery & Equipment Maintenance	\$ -	\$ -	\$ -		
104		Phone - 174 Cypress and Garage	\$ 22,000	\$ 22,000	\$ -		
105		*Phone - Other Properties	\$ 10,250	\$ 3,840	\$ (6,410)		
106		Professional Services - Admin	\$ 500,000	\$ 500,000	\$ -		
107		• Accounting/Annual Audit Fee			\$ -		
108		• Attorney Fee			\$ -		
109		• HR Fee			\$ -		
110		• Outside Contract Service Fee			\$ -		
111		*Professional Services - Property	\$ -	\$ -	\$ -		
112		Other Special Service & Materials	\$ 13,200	\$ 5,000	\$ (8,200)		
113		Printing	\$ 5,000	\$ 5,000	\$ -		
114		Rental of Bldgs./Space	\$ 2,600	\$ 2,760	\$ 160		
115		Liability Insurance Premium	\$ 97,000	\$ 100,000	\$ 3,000		
116		*Liability Insurance Charge (City of Abilene)	\$ 160,290	\$ -	\$ (160,290)		
117		Other Insurance (Property Insurance)	\$ 230,695	\$ 460,000	\$ 229,305		Organizational Independence related to Private Property Insurance.
118		Employee Development and Associated Travel	\$ 80,000	\$ 80,000	\$ -		
119		Expense Allowance/Mileage (In Abilene Business Activities)	\$ 100,000	\$ 100,000	\$ -		
120		Dues and Subscriptions	\$ 20,000	\$ 20,000	\$ -		
121		*Property Taxes	\$ 40,173	\$ 15,000	\$ (25,173)		
122		Marketing/Promotions/Trade Show and Related Travel	\$ 1,000,000	\$ 1,300,000	\$ 300,000		Continued Aggressive Marketing (increase travel, sponsorships, and prospect development).
123		• Professional Service			\$ -		
124		• Prospect Development			\$ -		
125		• Marketing and Promotion			\$ -		
126		Travel and Meetings			\$ -		
127		• Conference, Convention, Meeting			\$ -		
128		• Travel and Meeting - other			\$ -		
129		Required Legal Notice	\$ 1,500	\$ 5,000	\$ 3,500		
130		Indirect Cost Allocation for City of Abilene	\$ 50,000	\$ 50,000	\$ -		

	A	B	I	K	L	O	P
1		DEVELOPMENT CORPORATION OF ABILENE, INC.					
2		ANNUAL BUDGET					
3		BUSINESS SERVICES and PROPERTY MAINTENANCE					
4		FY21 Revised and FY22 Budget					
5		As of 7/12/2021					
6							
131		Office Furniture and Equipment	\$ 40,000	\$ 30,000	\$ (10,000)		
132		Banking Charge	\$ 30	\$ -	\$ (30)		
133		Total DCOA Asset Management and Administration	\$ 3,556,190	\$ 4,127,130	\$ 570,940	Line 21	
134		*Total Other Property Maintenance	\$ 1,207,913	\$ 1,038,640	\$ (169,273)	Line 22	
135		TOTAL ANNUAL EXPENDITURES (TAE)	\$ 4,764,103	\$ 5,165,770	\$ 401,667		
136							
137		Economic Development Service Providers					
138		Abilene Industrial Foundation	\$ 505,000	\$ 505,000	\$ -		
139		Small Business Development Center	\$ 253,000	\$ 253,000	\$ -		
140		Military Affairs Committee	\$ 437,000	\$ 437,000	\$ -		
141		Airport Business Development	\$ 220,913	\$ 220,913	\$ -		
142		ACU Griggs Center	\$ 24,500	\$ 24,500	\$ -		
143		Workforce Training (AISD/Cisco/TSTC, etc.)	\$ 55,000	\$ 155,000	\$ 100,000	Increase for one of the most critical economic development goals: Workforce (support workforce grants and/or trainings with Cisco, TSTC, AISD, etc.).	
144		BE in Abilene	\$ 250,000	\$ 250,000	\$ -		
145		TOTAL ED SERVICE PROVIDERS	\$ 1,745,413	\$ 1,845,413	\$ 100,000		
146							
147		TOTAL EXPENSES	\$ 6,509,516	\$ 7,011,183	\$ 501,667	Line 30	
148							



**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Honorable Mayor & Members of City Council

FROM: Misty Mayo

SUBJECT: 28. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Economic Development Plan (*Misty Mayo*)

GENERAL INFORMATION

Approval of an Economic Development Plan

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of an Economic Development Plan

BOARD OR COMMISSION RECOMMENDATION

Approval of an Economic Development Plan

ATTACHMENTS:

1. DCOA_FY_2021-2022_Plan_FINAL



Develop **Abilene**

DEVELOPMENT CORPORATION
OF ABILENE

ECONOMIC DEVELOPMENT PLAN FY 2021-2022

To use sales tax revenue to effectively stimulate Abilene's economic growth. This is done by assessing the community's economic development needs, developing a plan to meet those needs, coordinating community economic development efforts, and supporting targeted activities that enhance the quality of life in the community and maximize the public's return on invested dollars.

DEVELOP ABILENE PARTNERS



DEVELOPMENT CORPORATION OF ABILENE (DCOA) As the leader and expert of economic development, the DCOA focuses on creating the Abilene of the future. The DCOA's main mission is to recruit and retain companies for Abilene – ensuring the viability of the community for years to come.



CITY OF ABILENE The City serves as a catalyst for economic development and growth, reinforcing the importance of the City/DCOA/Chamber 'Public/Private Partnership'.



ABILENE CHAMBER OF COMMERCE The Chamber is the heartbeat of the business community, helping the City and DCOA better understand the business community's wants and needs.



ABILENE INDUSTRIAL FOUNDATION (AIF) Serving as a part of the Public/Private Partnership of the community's economic development efforts, the AIF, by contract with the DCOA, manages the following core pillars: BRE, Workforce and Talent Development, and Entrepreneurial. The AIF also serves as the liaison for Retail and Downtown Development for the City of Abilene.



ABILENE REGIONAL AIRPORT (ABI) The City of Abilene administers the Airport Business Development Management Program at the Abilene Regional Airport (ABI) by contract with the DCOA. This program is designed to build activity within the Abilene Regional Airport's business segments.



MILITARY AFFAIRS COMMITTEE (MAC) Funded by contract with the DCOA, MAC is a program of the Abilene Chamber of Commerce. MAC pursues additional missions and improvements for Dyess Air Force Base and conducts promotional efforts designed to enhance the economic condition of the Abilene community.



TEXAS TECH SMALL BUSINESS DEVELOPMENT CENTER (SBDC) Partially funded by contract with the DCOA, the SBDC provides counseling services and contract procurement services to small business owners based within the City of Abilene and the City's Extra-Territorial Jurisdiction (ETJ).

2016 Economic Development Strategic Plan

- DCOA engaged TIP Strategies to assist in crafting an economic development strategic plan
- Adopted in 2016
- The Strategic Plan was designed with the overall goal of positioning Abilene for long-term growth and prosperity for residents and businesses
- To serve as the basis for a comprehensive approach to economic development for the DCOA and its community partners for the next 5 to 10 years
- *The analysis and recommendations were the result of an eight-month process incorporating input and ideas from key stakeholders and organizations throughout the community*

01. MARKET

Aggressively market Abilene as a destination for new investment and employment.

02. BUILD

Build a deep and highly skilled talent base through development, retention, and attraction.

03. DEVELOP

Develop an innovation ecosystem that spawns and supports innovative people and businesses.

04. POSITION

Position Abilene as top of mind for businesses and talent in the Dallas/Ft. Worth area.

05. SUPPORT

Support the growth and prosperity of existing businesses.

06. DOWNTOWN

Make downtown Abilene a center of employment and investment.

07. CONNECT

Continue redeveloping the Pine St. Corridor as a central mixed-use artery connecting downtown to the city's emerging education and healthcare district.

08. ENGAGE

Engage emerging leaders in economic development and civic affairs.

09. LEVERAGE

Leverage Dyess Air Force base as a source of talent and as an economic driver.

10. ENCOURAGE

Launch a community-wide public awareness campaign designed to encourage residents to become ambassadors for Abilene's success.

2016 STRATEGIC PLAN TARGETED INDUSTRIES



HEALTHCARE

Specialty Hospitals
Offices & Physicians
Medical & Diagnostic Labs



FOOD PROCESSING

Beverage Manufacturing
Bakeries & Tortilla Manufacturing
Animal Food Manufacturing



ADVANCED MANUFACTURING

Engine, Turbine & Power Equipment
Architectural & Structural Metals
Boiler, Tank & Shipping
Container Manufacturing



BACK OFFICE & PROFESSIONAL SERVICES

Business Support Services
Architectural, Engineering &
Related Services
Computer Systems Design &
Related Services

2016 STRATEGIC PLAN SWOT ANALYSIS

STRENGTHS	+	WEAKNESSES	⛔
• Higher education institutions • Healthcare facilities • Dyess AFB and Military Affairs Committee • Community foundations • Type A ED sales tax • AIF – large private sector interest in ED • Recent recruitment/expansion successes • Downtown infrastructure • Transportation linkages (highway, air, rail) • Recent school and infrastructure bond elections • Historically stable economic growth		• Employers report difficulty in recruiting/retaining skilled professionals • Low unemployment rate & low wages = underemployment • Inventory of older commercial buildings • Underdeveloped entrepreneurial culture • Lack of amenities appealing to college students and young adults • Relatively small industrial/manufacturing base • Isolated geographic location	
OPPORTUNITIES	⚙️	THREATS	⚡
• Leveraging higher education institutions • Pine Street Corridor (medical-education district) • Downtown as an employment center • Talent development, retention, & attraction • Building an entrepreneurship ecosystem • Growing economic/talent impact of Dyess AFB • Aggressive target industry marketing • Comprehensive business retention & expansion program • Exploiting connections & proximity to DFW • Engaging young professionals • Leveraging international refugee population • Communicating success stories – internal marketing		• Not moving beyond being a low-cost business location • Future support for public funding of economic development • BRAC, sequestration, and defense spending uncertainty • Long-term water resources (regional) • Sustained low oil prices	



**BUSINESS
ATTRACTION**

Aggressively market & promote Abilene as a destination for new investment.



**BUSINESS
RETENTION
& EXPANSION**

Spur and facilitate the growth and prosperity of existing businesses.



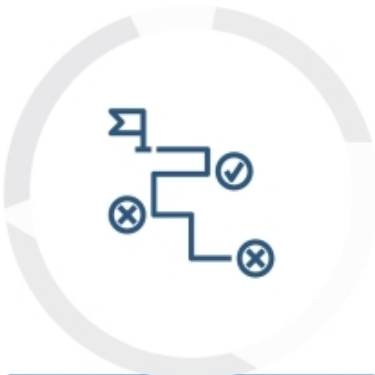
ENTREPRENEURIAL

Develop an ecosystem that spawns and supports innovative businesses.



**WORKFORCE
& TALENT
DEVELOPMENT**

Elevate initiatives and partnerships to create and retain a viable workforce that can support current and future industry.



**MARKETING
& BRAND
AWARENESS**

Activate strategies to promote Abilene as the premier location for business.

STRATEGIC PRIORITIZATION PLAN

Updated Strategic Prioritization Plan – SWOT (Strengths, Weaknesses, Opportunities & Threats) and Objectives 3-year Plan:

Spring 2021 – Discovery Phase

- Launched the assessment for the development of a new strategic prioritization plan
- Hired consultant to facilitate and assist with the development
- Reconciled and integrated remaining points from the 2016 strategic plan (*This prioritization plan picks up the items remaining from the 2016 strategic plan; ensuring that no objectives are overlooked – identifying continuation of objectives*)
- Migrating best practices and new priorities to focus on

June & July

- Engaging key stakeholders and DevelopAbilene Partners to provide input, including all members of the City Council

August & September

- DCOA Board will continue working with consultant to finalize priorities, SWOT (Strengths, Weaknesses, Opportunities & Threats) and objectives based on input from economic development stakeholders

Within the Strategic Prioritization Plan, DCOA Functional Areas of Responsibility:

- 01. ADMINISTRATION**
Includes considerations for maintenance & upgrades required for current land and facilities, as well as conducting assessments for future land purchases
- 02. PLANS & POLICIES**
Plans for future innovation within DCOA'S Core Goals & Priorities
- 03. BUSINESS ATTRACTION**
- 04. BUSINESS RETENTION & EXPANSION**
- 05. ENTREPRENEURIAL**
- 06. PROSPECT MANAGEMENT**
Fiscal Year 2022 budget includes this within Marketing
- 07. MARKETING**
Planned budget increases for travel to key industry trade shows, as well as key-markets, advertising campaigns, online marketing, and collateral. Increased expenses related to prospect management is included
- 08. WORKFORCE**
Includes additional monies for workforce initiatives

BOARD OF DIRECTORS

JACK RICH

Chair

CEO & Chief Investment Officer, Abilene
Christian University Investment
Management Company

SAM VINSON

Vice Chair

President, Pine Street Capital

VIC CORLEY

Secretary & Treasurer

Regional President – West Texas,
Lone Star Truck Group

SHEA HALL

Board Member

Retired West Texas Outreach Director, US
Senator Ted Cruz, & Abilene Business
Owner

FLOYD MILLER

Board Member

Financial Advisor, FSC Securities
Corporation

TEAM

MISTY MAYO

President & Chief Executive Officer

JULIE JOHNCOX

Executive Vice President

BROCK NEW

Business Development Director

REGI McCABE-GOSSETT

Controller (Aug. 9th Start Date)

AKANE THAXTON

Finance Manager

AMY WHITMER

Business Development Manager

RICK JONES

Facilities Manager

CYNTHIA NESMITH

Facilities Project Manager

ASHLEY WHITMER

Economic Development Specialist



**City Council
Agenda Memo**

City Council Meeting Date: 7/29/2021

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 29.

Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter *(Shawna Atkinson)*

- Betty Hardwick Center Board of Trustees

GENERAL INFORMATION

The item provides for reappointment of new members as well as new members to certain boards and commissions.

SPECIAL CONSIDERATIONS

Member terms vary per board and commission and are outlined in Exhibit A of the resolution.

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. B&C Resolution
2. Exhibit A
3. B&C Presentation Slide

RESOLUTION NO. _____

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

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

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

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

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

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

PASSED this 29th day of July, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____ EXHIBIT "A"	
Board	Term End Date
<i>Betty Hardwick Center Board of Trustees</i>	
Rosendo Contreras [Reappointment]	August 2023

Resolution: Appointing Member(s) to various Boards and Commissions per the City Charter

- Betty Hardwick Center Board of Trustees

