



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 August 12, 2021, at 8:30 a.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

INVOCATION

1. Councilmember Weldon Hurt

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

CONSENT AGENDA

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

2. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special Budget Workshop on July 27, 2021, and the Regular Meeting Held on July 29, 2021 **(Shawna Atkinson)**
3. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the 2021 Edward Byrne Memorial Justice Assistance (JAG) Grant Program **(Marcus Dudley)**
4. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Rate Settlement Agreement with Atmos Energy **(Stanley Smith)**
5. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing and Take Action to Approve the acceptance of Airport Improvement Program Grant 50 **(Don Green)**
6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing the City Manager to Execute a Contract with APEX Surface Care for Preventative Maintenance Services for the Abilene Convention Center **(Molly Moser)**

7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Alcoholic and Non-Alcoholic Beverages in the Abilene Convention Center by an Approved Caterer **(Molly Moser)**
8. **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 July 8, 2021 **(Robert Hanna)**
9. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Ground Lease and a City Facilities Lease with Abilene Convention Center Hotel Development Corporation, and a City Facilities Development Agreement with Garfield Public/Private for the Downtown Convention Center Hotel **(Robert Hanna)**
10. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action To Execute an Agreement with WHP Training Towers for the Supply and Installation of Padgenite Super HD Thermal Lining for the Abilene Fire Department Burn Building. **(Cande Flores)**
11. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approval of Single-Family Rehabilitation/Reconstruction Program Project Budgeted with HOME Program Funds **(Tim Littlejohn)**
12. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of the Territory, all the Rights and Privileges of Other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Abilene; and Adopting a Service Plan Agreement **(Michael Rice)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

13. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Resolution of the Abilene Convention Center Hotel Development Corporation Authorizing the Issuance of the Corporation's Hotel Revenue Bonds; Approving Execution and Delivery of All Agreements and Documents Related to the Development, Construction and Operation of the Convention Center Hotel Project; and Enacting Other Provisions Relating to the Subject **(Robert Hanna)**
14. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the Issuance of City of Abilene, Texas Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2021A; Establishing Procedures and Delegating Authority for the Sale and Delivery of the Certificates; Providing an Effective Date; and Enacting other Provisions Relating to the Subject **(Mike Rains)**
15. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the Issuance of City of Abilene, Texas Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2021B; Establishing Procedures and Delegating Authority for the Sale and Delivery of the Certificates; Providing an Effective Date; and Enacting other Provisions Relating to the Subject **(Mike Rains)**
16. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding the bid for Second Pressure Plane Supply Line - Phase I **(Rodney Taylor)**
17. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing a change order to the contract for Second Pressure Plane Supply Line - Phase I **(Rodney Taylor)**

18. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on amending the Agreement with Remington Estates and Iberis Road South Phase 2 **(Rodney Taylor)**
19. **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)**
- Airport Development Board
20. **Ordinance (Final 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)**
21. **Ordinance (Final 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)**
22. **Ordinance (Final 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)**
23. **Ordinance (Final 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)**
24. **Ordinance (Final 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)**
25. **Ordinance (Final 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*)

26. **Ordinance (Final 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*)

BUDGET ORDINANCES

27. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the 2020-2021 Revised Budget (*Mike Rains*)
28. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving and Adopting the Proposed Budget for Fiscal Year 2021-2022 (*Mike Rains*)
29. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving and Adopting the Proposed 2021-22 Tax Rates (*Mike Rains*)
30. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting Fees and Charges for Fiscal Year 2021-2022 (*Mike Rains*)

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.

EXECUTIVE SESSION

31. **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. 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
 3. 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
 4. 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
 5. 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
 6. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
 7. 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
 8. Natasha Jones v. City of Abilene, Texas; EEOC Charge of Discrimination, 450-2020-06446;

filed September 15, 2020

9. Officer Mark Watson and City of Abilene, Case No. 01-21-0002-5335; Appeal of Indefinite Suspension to Arbitration, filed March 10, 2021

10. 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

11. Governor's Executive Orders - COVID-19

12. Clyde Water

B. 551.072 (Deliberations about Real Property)

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

3. Municipal Court Judge Interviews

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project

RECONVENE

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 6th day of August, 2021, at 4:00 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special Budget Workshop on July 27, 2021, and the Regular Meeting Held on July 29, 2021 (*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Special Budget Meeting on July 27, 2021, and the Regular Meeting on July 29, 2021

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 07-27-2021 Minutes - Special Budget
2. 07-29-2021 Minutes - Regular - Evening

**SPECIAL CALLED MEETING
BUDGET WORK SESSION
July 27, 2021 at 9:00 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 a Special Called Meeting on July 27, 2021, at 9:00 a.m. in the Council Chambers, 555 Walnut St. Mayor Anthony Williams was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Donna Albus, and Weldon Hurt. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, City Secretary Shawna Atkinson, and various members of the City staff.

Councilmember Shane Price delivered the invocation.

Jackson Davidson, 5th grader at TLCA led the Pledge of Allegiance to the Flags of the United States of America and the State of Texas.

Mayor Williams outlined the agenda for the morning.

PUBLIC COMMENTS

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

- David Swart – urged Council to keep the budget for senior services the same as last year. Mr. Swart suggested two person units for the Police Department to cut down on vehicle costs, and to keep the tax rate the same and use that money to fund a new fire station.

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

BUDGET WORKSHOP

2. Staff Presentation on Revised FY 2021 and Proposed FY 2022 Budgets
Complete Budget Review

City Manager Hanna provided the overview of the proposed schedule for budget work sessions

- Budget Workshop July 27, 28, 29 (if needed)
 - First Reading 2021 Revised Budget
 - First Reading 2022 Budget
 - First Reading Tax Rate
 - First Reading Fee Schedule
- Public Hearing and Adoption of: August 12 – Regular Council Meeting
 - 2021 Revised Budget
 - Tax Rate
 - 2022 Budget
 - Fee Schedule

The Revised FY 2021 and Proposed FY 2022 Budgets information was as follows:

**General Fund
Summary of Revenues & Expenditures
FY 2020-2021 Budget**

	Actual 2018-2019	Approved 2019-2020	Revised 2019-2020	Proposed 2020-2021
REVENUE				
Current Revenue	\$97,916,436	\$102,777,550	\$101,308,540	\$103,028,810
Operating Transfers In	3,911,242	3,787,740	5,163,210	4,094,380
Total Current Revenue & Transfers In	\$101,827,678	\$106,565,290	\$106,471,750	\$107,123,190
EXPENDITURES				
Personnel Services	\$69,885,850	\$76,001,560	\$76,345,080	\$78,874,100
Supplies	3,209,198	3,371,000	2,968,040	3,115,850
Maintenance	1,699,106	1,979,090	1,545,310	1,822,770
Other Services & Charges	14,883,804	15,454,300	15,526,590	16,352,720
Capital Expenditures	45,498	19,110	70,410	-
Operating Transfers	10,488,251	9,698,020	11,000,400	6,827,430
Total Expenditures	\$100,211,707	\$106,523,080	\$107,455,830	\$106,992,870
Net Revenues Over (Under) Expenditures	\$1,615,971	\$42,210	(\$984,080)	\$130,320
Beginning Fund Balance	\$25,642,927	\$24,329,867	\$27,258,898	\$26,274,818
Ending Fund Balance	\$27,258,898	\$24,372,077	\$26,274,818	\$26,405,138

**General Fund
FY 2021 Revised Key Revenue Changes from FY 2021
Approved Budget**

Sales tax		\$1,502,400
Franchise/Access Fees	Decrease in electric and gas franchise tax	(100,750)
Penalties, interest		(50,000)
Licenses and permits	Animal licenses	(60,000)
Intergovernmental revenue	Cares Act grant	6,199,820
Charges for services	Animal services	(102,300)
	Convention Center	(459,720)
	Recreation & Senior programs	(171,365)
Fines and forfeits		(271,600)
Miscellaneous revenues	Increase in personnel recoveries	700,581
	Sale of buildings & equipment	1,373,620
Operating transfers in	Hotel/motel tax	(114,750)
	Increase in transfers to capital project funds	102,000
All other		(75,139)
Total Increase/(Decrease)		\$8,472,797

General Fund

FY 2021 Revised Key Expenditure Changes from FY 2021 Approved Budget

Personnel	Decreased non-civil service full-time salaries	(\$1,237,172)
	Increased termination pay	813,880
	All other	209,717
Supplies		10,868
Maintenance		(5,202)
Other Services/charges		(212,703)
Operating transfers out	End of year funds transferred to Minor Improvement Fund	4,278,021
	One-time funds transferred to Minor Improvement Fund	8,559,889
	Reduction in funds transferred to capital projects fund	(598,000)
	Increase in funds transferred to miscellaneous grants	569,190
	All other	302,790
Total Increase/(Decrease)		\$12,691,278

General Fund

FY 2022 Key Revenue Changes from FY 2021 Revised Budget

Taxes and franchise fees	Property tax assessed value increase	\$1,414,980
	Sales tax	(46,940)
	Franchise fees - interfund	1,586,520
	Payment in lieu of taxes - Hendrick Health Systems	250,000
Licenses and permits	Increase in building permits	175,000
Intergovernmental revenue	Reduction in Cares Act funds	(5,043,650)
	Reduced firefighter SAFER grant funding	(417,930)
Charges for services	Convention Center return to normal operations	691,600
Miscellaneous revenues	Increase in indirect cost recovery	450,950
	Increase in personnel recoveries	595,182
	Reduction in sale of land, buildings, and equipment	(1,378,730)
Operating transfers in	Increase in Hotel/motel tax	105,000
	Reduction of transfer from capital project funds and MIP fund	(374,870)
All other		32,205
Airport moved to separate fund		(3,482,390)
Total Increase/(Decrease)		(\$5,443,073)

General Fund FY 2022 Key Expenditure Changes from FY 2021 Revised Budget

Personnel Services	Police & Fire Meet & Confer	\$1,658,548
	Non-civil service 2% COLA + 2% market adjustment	922,056
	Full staffing funding	1,309,240
	Full year of FY 2021 pay raise	765,000
	Civil service step promotions	282,605
Supplies		117,970
Maintenance		197,333
Other Services and Charges	Utility savings	(280,050)
Operating Transfers	Reinstate transfer for Convention Center	625,850
	Minor Improvement Fund transfer	(8,086,658)
	2020 End of Year Funds	(4,278,021)
	Increase Transit Fund subsidy	1,022,205
	Reduction in Self Insurance subsidy	(576,510)
	Reduction in miscellaneous grants	(569,190)
	Reduction in fleet services transfer	(183,000)
All Other		671,507
Airport moved to separate fund		(2,886,072)
	Total Increase/(Decrease)	\$ (9,287,187)

Schedule of Tax Rate Per \$100 Assessed Valuation FY 2013-FY 2022

<u>Fiscal Year</u>	<u>General Operating</u>	<u>General Debt Service</u>	<u>Total Tax Rate</u>
2013	.4937	.1923	.6860
2014	.5095	.1765	.6860
2015	.5215	.1645	.6860
2016	.5306	.1834	.7140
2017	.5448	.2017	.7465
2018	.5648	.2103	.7751
2019	.5648	.2074	.7722
2020	.6069	.1808	.7877
2021	.6019	.1858	.7877
2022	.6019	.1832	.7851

**Water & Sewer Operating Fund
Summary of Revenues & Expenditures
FY 2021-2022 Budget**

	Actual 2019-2020	Approved 2020-2021	Revised 2020-2021	Proposed 2021-2022
REVENUE				
Charges for Service	\$57,535,880	\$59,438,970	\$59,438,970	\$61,678,637
Federal/State Assistance	25,870	-	-	-
Interest, Misc & Transfers	951,918	259,070	924,572	229,480
Total Revenue	\$58,513,668	\$59,698,040	\$60,363,542	\$61,908,117
EXPENDITURES				
Personnel Services	\$9,649,776	\$10,430,800	\$10,339,310	\$11,270,718
Supplies	3,052,283	3,555,130	3,556,034	4,251,890
Maintenance	3,045,698	2,868,500	2,992,924	3,262,522
Other Services & Charges	19,905,583	20,306,060	20,505,847	22,011,912
Capital Expenditures	1,623,082	1,225,000	1,387,769	2,085,690
Debt Service	17,731,210	17,379,750	17,379,750	15,737,940
Operating Transfers	6,203,764	-	-	7,691,008
Total Expenditures	\$61,211,396	\$55,765,240	\$56,161,634	\$66,311,680
Net Revenues Over (Under) Expenditures	\$(2,697,728)	\$3,932,800	\$4,201,908	\$(4,403,563)
Beginning Fund Balance	25,612,263	19,820,097	22,914,535	27,116,443
Ending Fund Balance	\$22,914,535	\$23,752,897	\$27,116,443	\$22,712,880

**Water & Sewer Operating Fund
FY 2021 Revised Revenue Changes from Original FY 2021 Budget**

Interest Earnings & Misc.	\$ (7,091)
Sale of land	189,500
Transfer from Central Warehouse Fund	483,093
Total Increase/(Decrease)	\$ 665,502

Water & Sewer Operating Fund

FY 2021 Revised Expenditure Changes from Original FY 2021 Budget

Administration	\$ (393,149)
Customer Service	673,737
Water Production	(12,574)
Water Treatment	(84,486)
Water Distribution	256,653
Wastewater Collection	(24,838)
Wastewater Treatment	(19,030)
Quality Control	(17,419)
Utility Special Services	17,500
Total Increase/(Decrease)	\$ 396,394

Water & Sewer Operating Fund

FY 2022 Revenue Changes from FY 2021 Revised Budget

Charges for Service	\$ 2,239,667
Miscellaneous Revenue	(211,999)
Transfers from Central Warehouse	(483,093)
Total Increase/(Decrease)	\$ 1,544,575
% Change	3%

Water & Sewer Operating Fund

FY 2022 Expenditure Changes from FY 2021 Revised Budget

Administration	\$ (122,265)
Customer Service	344,693
Water Production	326,249
Water Treatment	365,474
Water Distribution	759,965
Wastewater Collection	892,680
Wastewater Treatment	1,153,851
Quality Control	(51,891)
Utility Special Services	6,481,290
Total Increase/(Decrease)	\$ 10,150,046
% Change	18%

Airport Operating Fund

Summary of Revenues & Expenditures FY 2021-2022 Budget

	Actual 2019-2020	Approved 2020-2021	Revised 2020-2021	Proposed 2021-2022
REVENUE				
Charges for Service	-	-	-	\$1,330,469
Federal/State Assistance	-	-	-	1,050,000
Miscellaneous	-	-	-	619,220
Total Revenue	-	-	-	\$2,999,689
EXPENDITURES				
Personnel Services	-	-	-	\$1,634,206
Supplies	-	-	-	60,330
Maintenance	-	-	-	164,676
Other Services & Charges	-	-	-	650,843
Debt Service	-	-	-	471,160
Total Expenditures	-	-	-	\$2,981,215
Net Revenues Over (Under) Expenditures	-	-	-	\$18,474
Beginning Fund Balance	-	-	-	-
Ending Fund Balance	-	-	-	\$18,474

**Solid Waste Services Fund
Summary of Revenues & Expenditures
FY 2021-2022 Budget**

	Actual 2019-2020	Approved 2020-2021	Revised 2020-2021	Proposed 2021-2022
REVENUE				
Charges for Service	\$16,604,976	\$16,135,550	\$16,140,550	\$17,382,076
Miscellaneous	42,271	3,150	2,050	5,940
Total Revenue	\$16,647,247	\$16,138,700	\$16,142,600	\$17,388,016
EXPENDITURES				
Personnel Services	\$4,104,143	\$4,098,310	\$4,047,631	\$4,144,877
Supplies	48,470	57,310	57,670	65,920
Maintenance	71,613	115,130	130,130	105,000
Other Services & Charges	8,429,704	8,959,050	8,655,920	9,740,399
Capital Expenditures	190,935	300,000	300,000	350,000
Operating Transfers	3,531,930	2,712,570	2,712,570	3,209,210
Total Expenditures	\$16,376,795	\$16,242,370	\$15,903,921	\$17,615,406
Net Revenues Over (Under) Expenditures	\$270,452	\$(103,670)	\$238,679	\$(227,390)
Beginning Fund Balance	2,439,292	2,457,690	2,709,744	2,948,423
Ending Fund Balance	\$2,709,744	\$2,354,020	\$2,948,423	\$2,721,033

**Stormwater Services Fund
Summary of Revenues & Expenditures
FY 2021-2022 Budget**

	Actual 2019-2020	Approved 2020-2021	Revised 2020-2021	Proposed 2021-2022
REVENUE				
Charges for Service	\$2,847,085	\$2,829,500	\$2,829,500	\$2,970,975
Miscellaneous	54,118	34,060	34,000	35,570
Total Revenue	\$2,901,203	\$2,863,560	\$2,863,500	\$3,006,545
EXPENDITURES				
Personnel Services	\$1,260,434	\$1,378,600	\$1,355,814	\$1,427,211
Supplies	21,407	39,720	39,720	40,390
Maintenance	108,685	330,870	357,870	256,050
Other Services & Charges	1,032,396	1,137,160	1,114,520	1,551,688
Operating Transfers	128,080	-	-	-
Total Expenditures	\$2,551,002	\$2,886,350	\$2,867,924	\$3,275,339
Net Revenues Over (Under) Expenditures	\$350,201	\$(22,790)	\$(4,424)	\$(268,794)
Beginning Fund Balance	849,492	850,497	1,199,693	1,195,269
Ending Fund Balance	\$1,199,693	\$827,707	\$1,195,269	\$926,475

Self Insurance Fund Summary of Revenues & Expenditures FY 2021-2022 Budget

	Actual 2019-2020	Approved 2020-2021	Revised 2020-2021	Proposed 2021-2022
REVENUE				
City Health Contributions	\$7,308,702	\$7,828,710	\$7,790,920	\$7,752,846
Employee Health Contributions	2,909,045	3,043,420	3,043,420	3,343,130
Retiree Health Contributions	125,164	143,140	115,000	118,500
Interfund Charges	2,273,745	2,758,530	2,754,550	3,128,030
Federal/State Assistance	63,414	-	-	-
Recoveries	2,548,777	177,790	663,460	554,470
Miscellaneous	42,494	1,500	1,390	970
Operating Transfers In	1,619,770	1,202,360	1,322,890	625,850
Total Revenue	\$16,891,111	\$15,155,450	\$15,691,630	\$15,523,796
EXPENDITURES				
Health & Drug Claims	\$11,411,123	\$8,965,330	\$8,585,990	\$9,123,700
Administrative Charges	920,657	1,379,090	900,530	855,890
Liability/Property Premiums/Charges/Claims	3,581,523	2,882,740	3,237,190	3,317,040
Other Expenditures	872,051	639,650	625,000	661,472
Winter Storm Repairs	-	-	305,000	-
Hail Damage Repairs	869,402	-	35,900	-
Total Expenditures	\$17,654,756	\$13,866,810	\$13,689,610	\$13,958,102
Net Revenues Over (Under) Expenditures	\$(763,645)	\$1,288,640	\$2,002,020	\$1,565,694
Beginning Fund Balance	3,247,020	1,702,270	2,483,375	4,485,395
Ending Fund Balance	\$2,483,375	\$2,990,910	\$4,485,395	\$6,051,089

Health Insurance Plan Changes

	2021 Current Plan	2022 Proposed Changes	% Increase 2021-2022
Employee Premiums-monthly cost			
Employee only	\$131	\$138	5%
Employee+children	\$289	\$303	5%
Employee + spouse	\$499	\$524	5%
Employee+family	\$578	\$607	5%
City Contributions-monthly cost			
	\$508 per employee	\$508 per employee	-
Prescription Deductible	\$50	\$50	-
Prescription Copay	\$15/\$50/\$70	\$15/\$50/\$70	-
Deductible	\$3,000/6,000 \$7,500/15,000	\$3,000/6,000 \$7,500/15,000	-
Voluntary Pharmacy Benefits Program		Optional	-

Street Maintenance Fund Summary of Revenues & Expenditures FY 2021-2022 Budget

	Actual 2019-2020	Approved 2020-2021	Revised 2020-2021	Proposed 2021-2022
REVENUE				
Street Maintenance Fee	\$4,473,528	\$5,343,810	\$5,371,900	\$5,371,900
Contribution from DCOA	997,483	2,000,000	4,028,590	2,000,000
Miscellaneous Revenue	26,612	1,580	1,190	820
Transfers in	1,181,105	1,040,900	1,040,900	1,040,900
Total Revenue	\$6,678,728	\$8,386,290	\$10,442,580	\$8,413,620
EXPENDITURES				
Maintenance	\$503,992	\$1,040,900	\$930,900	\$1,040,900
Other Services & Charges	-	-	110,000	-
Transfers to Capital Outlay Fund	6,996,697	8,000,000	8,250,000	8,320,260
Total Expenditures	\$7,500,689	\$9,040,900	\$9,290,900	\$9,361,160
Net Revenues Over (Under) Expenditures	\$(821,961)	\$(654,610)	\$1,151,680	\$(947,540)
Beginning Fund Balance	3,105,929	3,432,909	2,283,968	3,435,648
Ending Fund Balance	\$2,283,968	\$2,778,299	\$3,435,648	\$2,488,108

Fire Apparatus Fund Summary of Revenues & Expenditures FY 2021-2022 Budget

	Actual 2019-2020	Approved 2020-2021	Revised 2020-2021	Proposed 2021-2022
REVENUE				
Transfers in General Fund	\$1,109,000	\$1,100,000	\$1,100,000	\$1,100,000
Contributions	100,385	-	-	-
Interest	21,015	1,670	1,000	500
Total Revenue	\$1,230,400	\$1,101,670	\$1,101,000	\$1,100,500
EXPENDITURES				
Fire Apparatus	\$1,892,495	\$1,356,000	\$2,490,110	\$84,610
Total Expenditures	\$1,892,495	\$1,356,000	\$2,490,110	\$84,610
Net Revenues Over (Under) Expenditures	\$(662,095)	\$(254,330)	\$(1,389,110)	\$1,015,890
Beginning Fund Balance	3,451,579	829,044	2,789,483	1,400,373
Ending Fund Balance	\$2,789,483	\$574,714	\$1,400,373	\$2,416,263

Police Apparatus Fund Summary of Revenues & Expenditures FY 2021-2022 Budget

	Actual 2019-2020	Approved 2020-2021	Revised 2020-2021	Proposed 2021-2022
REVENUE				
Transfers in General Fund	-	-	-	\$1,100,000
Contributions	-	-	-	311,000
Total Revenue	-	-	-	\$1,411,000
EXPENDITURES				
Police Apparatus	-	-	-	\$780,950
Total Expenditures	-	-	-	\$780,950
Net Revenues Over (Under) Expenditures	-	-	-	\$630,050
Beginning Fund Balance	-	-	-	-
Ending Fund Balance	-	-	-	\$630,050

Note: The Police Apparatus Fund is presented for illustration purposes only. The funding source has not been included in the proposed 2022 budgets. A tax rate increase of \$.0176 per \$100 would be needed to fund \$1,100,000.

Minor Improvement Fund Summary of Revenues & Expenditures FY 2021-2022 Budget

	Actual 2019-2020	Approved 2020-2021	Revised 2020-2021	Proposed 2021-2022
REVENUE				
Transfers from General Fund	\$3,904,330	-	\$12,837,910	621,231
Transfers from Other Funds	2,522,076	-	43,623	-
Interest income	31,342	-	2,326	1,800
Total Revenue	6,457,748	-	\$12,883,859	623,031
EXPENDITURES	\$3,460,549	\$272,870	\$3,352,395	\$3,115,000
Net Revenues Over (Under) Expenditures	\$2,997,199	\$(272,870)	\$9,531,464	\$(2,491,969)
Beginning Fund Balance	2,497,207	3,273,440	5,494,406	15,025,870
Ending Fund Balance	\$5,494,406	\$3,000,570	\$15,025,870	\$12,533,901

All Other Funds
 Other items to be aware of...

- The fleet replacement fund will purchase vehicle replacements as follows: \$1,694,200 for General Fund, \$1,500,200 for Water & Sewer Fund, \$45,000 for the Airport Fund, \$2,130,000 for the Solid Waste Services Fund, and \$82,000 for Stormwater Services Fund. This totals \$5,457,400. All purchases exceeding \$50,000 will require Council approval, and all will meet Council's adopted vehicle replacement policy.
- The American Rescue Plan Act (ARPA) will provide federal funds of \$10,727,981 in FY 2021 and \$10,727,981 in FY 2022 to fight the COVID-19 pandemic and stimulate the economy. The allowable use of these funds is still under interim guidance and final guidance will be issued at a later date. These funds have not been included in the proposed budgets.

DISCUSSION

Council and staff discussed the proposed PD apparatus fund. City Manager Hanna clarified that this was something Council expressed a desire to see several years ago and it would be a separate fund, just like the Fire apparatus fund, that would handle small capital equipment needs, like vests, radios, software, etc. Chief Marcus Dudley spoke about the need for the fund and how they could have used it already, had it been in place. Councilmember Price suggested to go ahead and put in seed money for this account during this budget cycle to get it up and running. The consensus of Council is that this is a needed fund and that it should be funded.

Council questioned how some departments were restructured in this process. City Manager Hanna stated that since the budget document hadn't changed in a very long time, it was time to update everything. Departments have been broken down into programs to better show revenues in and out of each one, in order to be more transparent with where the money is going. Also, some of the departments have been changed to align better with the language in the City Charter. For example, Community Services is now Parks and Recreation, since that is what the Charter calls it.

Council questioned the increase in employee health insurance premiums and how we compare to other employers. City Manager Hanna stated that we still have very competitive health insurance rates. We have a healthy fund balance in the self-insurance fund and are heading in the right direction.

Council questioned why the proposed pay increase for Civil Service employees will be in effect on October 1st, but non-civil service employees will not receive theirs until January 1st. City Manager Hanna stated that it was doable if that is Council's wishes, but that it would entail transferring money out of the Minor Improvement Fund to the General Fund in order to offset the cost. It was the consensus of Council to make this equitable and provide all employee raises on October 1st. Councilmember Beard abstained from this discussion.

SPECIAL CONSIDERATIONS

3. Discussion: Receive a Report and Hold a Discussion and Public Hearing on an Employee Vaccine Incentive Program

Robert Hanna, City Manager, presented the item. City Manager Hanna recently issued an administrative directive incentivizing employees to get vaccinated for COVID-19, by giving them 40 hours of paid time off, if they receive the vaccine before a certain date. Council wished to discuss this before the program going through, since there were some complaints. City Manager Hanna came up with four options that could potentially be implemented: doing nothing, using a lottery system and including those who have already been vaccinated, giving cash (ARPA funds would be used) or providing paid time off.

Annette Lerma, Health Director, spoke about the current state of COVID-19 in Abilene and the State. It was her advice that any kind of an incentive can potentially help slow the spread down and she does recommend implementing something.

Council discussed the various options at length. A few councilmembers expressed their desire to include all vaccinated employees to make it more fair. City Manager Hanna clarified that we could not provide some of these benefits to those who have already been vaccinated, if we were going to use ARPA funds to do that. ARPA funds do not allow for that. But our ultimate goal is to target those who are on the fence about being vaccinated.

It was the consensus of Council that the City Manager have staff prepare some kind of a program with incentive mechanisms to present to Council at a later date.

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

- David Swart – stated that some think that this will be more like a flu shot and everyone will have to get vaccinated yearly. He thinks it should be a personal choice to get a vaccine, not a bribe, and people who have gotten vaccinated are still getting sick anyway.

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

This item was for discussion only. No votes or action were taken at this time.

At 10:40 a.m. Mayor Williams recessed into a short break. The meeting resumed at 10:49 a.m.

4. Discussion: Receive a Report and Hold a Discussion and Public Hearing on Potable Water Supply Resiliency Requirements

Rodney Taylor, Director of Water Utilities, presented the item. This item is in response to the February 2021 Winter storm event and Council's desire to see options on resiliency at the Council Retreat in March. The City is currently at a 99.95% effective rate over the last 10 years.

Mr. Taylor introduced Lucy Dunn with Enprotec, Hibbs & Todd, who presented their research into increasing Abilene's resiliency. The TCEQ will be implementing requirements that every city must follow in order to decrease the chances of something like what happened in February happening again. As Abilene currently stands, EHT thinks that we are in compliance with these new changes. Ms. Dunn did present Council with a few options to increase the resiliency rating: standby power generators, microgrids, and engine-driven pumps. They identified 14 critical facilities within the city and a cost breakdown of three different options to provide backup to all or some of those facilities.

Council discussed the various options at length, including switching one of the water treatment plants to a different energy provider like Taylor Electric, and how any of these changes could have helped the situation in February.

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

- David Swart – thinks that 99.95% effective is really good and you can't always plan for everything. He thinks just the cost for this presentation alone was probably a lot and we should just stick with what we have. Mr. Swart stated that in his opinion, the only option worth exploring would be switching to two different utility providers like AEP and Taylor.

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

It was the consensus of Council to see what the TCEQ says about our current resiliency before moving forward on this and to see what our option would be for using some kind of federal money to help with this.

This item was for discussion only. No votes or action were taken at this time.

ORDINANCES

5. Consider on First Reading - Ordinance Approving Revised 2020-2021 Budget

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

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

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

NAYS (0): None

Councilmember Beard had conflicts and abstained from voting on accounts 5025 - Child Advocacy Center, 5070 - Victim Advocacy, and 6060 – Aviation and Airport Operating Fund. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

6. Consider on First Reading - Proposed 2021-2022 Budget

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

- David Swart – urged Council to keep the budget for senior services the same, and use that money to offset other expenses in that area. Urged those listening to call the Mayor's office to complain about it.

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

Mayor Williams moved to approve the item as presented, with changing the raises for non-civil service employees to go into effect on October 1st, using money from the General Fund and MIP fund, and also using money from the MIP fund to seed the police apparatus fund. Councilmember Hurt seconded the motion; motion carried.

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

NAYS (0): None

Councilmember Beard had conflicts and abstained from voting on accounts 5025 - Child Advocacy Center, 5070 - Victim Advocacy, 6060 – Aviation and Airport Operating Fund, and anything regarding raises for non-civil service employees. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

7. Consider on First Reading - Ordinance Setting Tax Levy

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

- David Swart – urged Council to keep the current tax rate and use that money to set the wheels in motion for a new fire station. He stated that it takes a long time to get those kinds of things started and he thinks by doing this now, we can get something the public really needs.

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

Councilmember McAlister moved to keep the tax rate at the current level. There was no second. Motion died.

After discussion, Councilmember McAlister moved again to keep the tax rate at the current level. Councilmember Albus seconded the motion. Motion failed.

AYES (3): Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmember Albus

NAYS (4): Mayor Williams, and Councilmember Price, Beard and Hurt

Councilmember Price moved to approve the item as presented, setting the tax rate at \$0.7851. Mayor Williams seconded the motion. Motion carried.

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

NAYS (1): Councilmember Albus

8. Consider on First Reading - Ordinance adopting fees and charges for FY 2021-2022

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

Councilmember Hurt moved to approve the item with the modifications discussed during the meeting. Deputy Mayor Pro-tem Craver seconded the motion; motion carried

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

NAYS (0): None

ADJOURNMENT

Because the budget workshop was completed and scheduled ordinances adopted at first reading, the public was informed there was no need to meet on Wednesday, July 28th, or during the regular City Council meeting on Thursday, July 29th for the budget.

The meeting adjourned at 11:41 a.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____

CITY COUNCIL MEETING
July 29, 2021 at 4:30 p.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 29, 2021, at 4:30 p.m. in the Council Chambers, 555 Walnut St. Mayor Anthony Williams was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Donna Albus, and Weldon Hurt. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, City Secretary Shawna Atkinson, and various members of the City staff.

EXECUTIVE SESSION

Mayor Williams recessed into Executive Session at 4:30 p.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:

- 21. B. 551.071 (Consultation with Attorney)
 - 1. Clyde Water Agreement
 - 2. Item #13 on Agenda – Contract with Starks Construction
- 21. B. 551.072 (Deliberations About Real Property)
 - 1. 101 Cypress Street
- 21. D. 551.074 (Personnel Matters)
 - 1. City Manager
- 21. F. 551.087 (Business Prospect/Economic Development)
 - 1. Abilene Convention Center Hotel Project
 - 2. Big League Field 2600 S 9th
 - 3. Project Golden

The Executive Session ended at 5:21 p.m. and reconvened to Open Session at 5:30 p.m. as noted on the posted agenda. Mayor Williams reported no votes or action were taken in Executive Session.

Mayor Pro-tem Kyle McAlister delivered the invocation.

Marisa Dudley, 8th grader, and Amari Dudley, 5th grader, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS

- Mayor Williams introduced Brad Holland and Dr. Wiley from Hendrick Medical Center to speak about COVID-19
- Proclamations:
 - Water Quality Month – accepted by City of Abilene Public Works and Stormwater staff

CONSENT AGENDA

The Consent Agenda consisted of 4-20. Items 7, 11, 12, 13, 14, 18 & 19 were pulled for individual consideration.

Item pulled for individual consideration were as follows:

- David Swart, Citizen – Items #7, #12, #13, #14
- Cynthia Alvidrez, Citizen – Item #11

- Johnny Avila, Citizen – Item #18
- Carmen Price, Citizen – Item #19

Mayor Pro-tem McAlister moved to approve items 4-6, 8-10, 15-17, and 20. Councilmember Albus seconded the motion. Motion carried.

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

NAYS (0): None

4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 10, 2021
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
[ASSIGNED RESOLUTION NO. 113-2021]
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
[ASSIGNED RESOLUTION NO. 114-2021]
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
[ASSIGNED RESOLUTION NO. 116-2021]
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
[ASSIGNED RESOLUTION NO. 117-2021]
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
[ASSIGNED RESOLUTION NO. 118-2021]
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
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

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
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

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

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 **[ASSIGNED RESOLUTION NO. 115-2021]**

The item was pulled by David Swart, citizen.

Having pulled the item, David Swart stated his concerns on giving tax dollars to central Texas and that they are over budget by \$2,400. Mr. Swart stated that he would like the City to reach out to local dealerships and encourage them to bid on these types of contracts.

City Manager Hanna addressed Mr. Swart's concerns and stated that we are required by law to solicit sealed bids. We ask local vendors and most local dealerships don't bid because they can't compete with dealerships that get state pricing. There were three bids and two withdrew because they couldn't honor the price.

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

NAYS (0): None

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 **[ASSIGNED RESOLUTION NO. 119-2021]**

The item was pulled by Cynthia Alvidrez, citizen.

Having pulled the item, Cynthia Alvidrez questioned if City programs are allowed to submit grants regarding these specific programs. She also questioned why the Parks and Recreation department hasn't applied for CDBG Funds for Sears Park renovations. Ms. Alvidrez requested that Council consider using CDBG funding to bring down debt and help individuals in lower income neighborhoods.

City Manager Hanna addressed Ms. Alvidrez's concerns stating that in his years of experience it is very difficult to apply for CDBG funds for Parks and Recreation renovations and doesn't believe they will be able to use those funds for that.

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

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

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

NAYS (0): None

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
[ASSIGNED RESOLUTION NO. 120-2021]

The item was pulled by David Swart, citizen.

Having pulled the item, David Swart stated that in 2016 when this was first discussed, they said there would be a certain amount needed to fix streets, and it's becoming like a sinking ship trying to bail out water. He does not agree with doing a new study and thinks that money could be better spent elsewhere.

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

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

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

NAYS (0): None

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
[ASSIGNED RESOLUTION NO. 121-2021]

The item was pulled by David Swart, citizen.

Having pulled the item, David Swart stated this contractor has filed for bankruptcy and their tabulation is coming in at a lot less than the next competitor, and questioned if that was why they filed for bankruptcy. Mr. Swart questioned if their bond has been checked out and valid, and if their quality of work would be less because of the bankruptcy.

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

- Cynthia Alvidrez – had questions regarding the MIP fund and using that money for projects like this and how long the City had been aware of this issue.

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

City Manager Hanna addressed Ms. Alvidrez's concerns. He stated the bid would be awarded today if approved, that there is \$12.4 Million in the MIP funds that was approved on the first reading, Tuesday, that we had to design the project and investigate the bidder first, that this is coming out of stormwater funds because it is available there, that staff learned about this hole when the news reported on it, and that Starks Construction has to be licensed and bonded.

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

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

NAYS (0): None

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

The item was pulled by David Swart, citizen.

Having pulled the item, David Swart stated there was a mistake in the documentation. It states that North 5th will switched to two way from Grape to City Hall, then below it says Cypress Street will be abandoned. Mr. Swart stated that is should say Cedar.

Michael Rice, Assistant City Manager stated that there was an error in the original packet but it has been corrected. We are converting Cypress Street from one way to two way, not abandoning the street.

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

- Samuel Garcia – spoke about how the MIP fund works and that he does not think the City should need to do another road study. He thinks the City staff is spending too much time on the downtown hotel project when they should be focusing on fixing streets.

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

NAYS (0): None

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

The item was pulled by Johnny Avila, citizen.

Having pulled the item, Johnny Avila questioned why they want to build houses next to this nightclub. He stated they have had a license since 2008 and now they are building houses right up to it, so he questioned what protections the nightclub will receive when this project is completed.

Cheryl Sawyers, Planning Division Manager, addressed Mr. Avila's concerns stated the zoning would be MF that allows for mostly residential type homes. The developer has a plan to include a roadway in between Tequilas and this complex and their clubhouse, so no housing will be right up next to the nightclub. Planning looks at intensive uses backing up to less intensive uses, because the less intensive is going in after, they don't have to buffer themselves against the GC.

City Manager Hanna also addressed Mr. Avila's concerns stating that if Tequilas is breaking the sound ordinance now and no one hears it, they are still breaking the sound ordinance. Typically they would receive a warning though. As long as they are within the law they should operate without any issues even after this project is completed.

Mayor Williams opened the public hearing.

- Jessica Sanchez – spoke in opposition of this item.
- Gary Crane – spoke in opposition of this item.
- Carmen Wyndham – is with TABC and stated that they don't have anything to do with enforcing noise, that would be up to the City to enforce.
- Sally Frederick – spoke in opposition of this item.
- Susan Webber – spoke in opposition of this item.
- Harold Parrot – spoke in opposition of this item.
- Samuel Garcia – spoke in opposition of this item.
- Michael Beard – spoke in favor of this item.
- David Swart – spoke in opposition of this item.
- Bob Thomas – spoke in opposition of this item.

Jeremy Williams, City Fire Marshall spoke on safety issues. The Abilene fire code requires all fire lane access to be 24 feet and Eplen Court currently meets that. Adding a second means of egress would need to be discussed after the plans have been submitted.

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

Some Councilmembers expressed their concerns over this, but reminded citizens that this is a first reading only.

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

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

NAYS (1): Councilmember Beard

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)

Mayor Williams, Mayor Pro-tem McAlister and Councilmember Price had conflicts of interest on this item and abstained from voting. Conflict of Interest Affidavits were filled out before the meeting and filed with the City Secretary's office. Deputy Mayor Pro-tem Craver presided over this item.

The item was pulled by Carmen Price, citizen.

Having pulled the item, Carmen Price stated she lives on Garfield Ave about a block away from the property, and that this has been brought forward numerous times with multiple zoning request changes. Mrs. Price stated with this current request we can see this property developed while still protecting the existing neighborhood, and that it can be zoned preventing the connection of Campus Court to I-20. No one in the neighborhood wants that connection. Mrs. Price's request is for Council to approve the MD Zoning on the upper portion of the property and a PD on the lower portion with RS6 as the base zoning, with the current PD language to prevent Campus Court from going North, East or West. A site plan is supposed to be submitted but it can be waived by the planning Director, so she is asking for the site plan to be waived.

Deputy Mayor Pro-tem Craver opened the public hearing.

- Tal Filingham, agent – stated he agrees with Mrs. Price, the zoning request and development is a win-win and to say that the zoning has been a mess is an understatement. This is quality plan and the developer has no intention of connecting the proposed MD into the neighborhood or the neighborhood to I-20. They will encapsulate the neighborhood.
- David Swart – spoke in opposition of this item.
- Phillip Jergins – spoke in favor of this item.
- Cynthia Alvidrez – questioned if Mayor Williams, and Councilmembers Price and McAlister had recused themselves from this discussion

Councilmember Price addressed Cynthia Alvidrez's questions and stated they all recused themselves because of conflicts. Mayor Williams and Councilmember McAlister were not present.

With no other 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 (4): Deputy Mayor Pro-tem Craver, and Councilmembers Beard, Albus and Hurt

NAYS (0): None

ABSTAIN (3): Mayor Williams, Mayor Pro-tem McAlister and Councilmember Price.

REGULAR AGENDA

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
[ASSIGNED RESOLUTION NO. 122-2021]

Mayor Pro-tem McAlister and Councilmember Beard had conflicts of interest on this item and abstained from voting. Conflict of Interest Affidavits were filled out before the meeting and filed with the City Secretary's office.

Don Green, Transportation Director, presented the item. Adoption of the item would approve a contract with ArkStar to create and monitor a more focused marketing effort for the United Airlines Service at the Abilene Regional Airport.

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

- David Swart – questioned if there would ever be a route to the West, specifically to Denver.
- Larry Gill – stated they all want to see SkyWest grow, and they are excited to see such an opportunity to move forward once we get out of COVID, and to keep moving toward a stand-alone airport with multiple carriers.
- Samuel Garcia – spoke in favor of this item, but that Mr. Green is not asking for enough money. Mr. Garcia thinks the airport needs to target business travelers and spend more on this campaign so they can attract more business travelers.

With no other 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): Mayor Williams, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Albus and Hurt
NAYS (0): None
ABSTAIN (2): Mayor Pro-tem McAlister and Councilmember Beard

Items 22, 23, 24 & 25 were not considered at this time. They were completed during the budget workshop on 7/27.

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
[ASSIGNED RESOLUTION NO. 123-2021]

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve the amended budget for Fiscal Year 2020-2021 and the budget for Fiscal Year 2021-2022.

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

- David Swart – had questions about loan repayments and intake of money. Mr. Swart thinks there has been misuse over the years with previous DCOA leadership and had to spend millions of dollars to bring everything back up. He requested if they are presenting a budget, please include the amounts you have been paid back on loans in the future. He stated that Misty Mayo's salary has been increased to over what Former President Clinton received when he was in office.
- Samuel Garcia – questioned where the interest is for the companies they've done deals with. He stated that balloon deals were never discussed before this and he hopes this will not be a situation like Lauren Engineering, who isn't even in business anymore.
- Cynthia Alvidrez – stated that she has issues with the DCOA board and the TIRZ board and their association to ACU. She thinks ACU is starving out people in blighted areas. Ms. Alvidrez requested that future DOA meetings be held in the Council Chambers and be recorded, and accessible on their website afterwards. Ms. Alvidrez also stated that at a meeting at previous DCOA meeting, there were board members discussing business after the meeting was over.

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

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

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

NAYS (0): None

28. Oral Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Economic Development Plan
[ORAL RESOLUTION]

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve an Economic Development Plan.

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

- Cynthia Alvidrez – stated she would like to recommend the DCOA hosts their meetings in the Council Chambers or post the meetings where they are accessible and easily viewed. She stated you currently have to submit a public information request for the meeting when you should be able to just go online and watch it. Individuals with disabilities cannot come up to meetings because they are more at jeopardy due to COVID, and there was money given to the City to allow the public to interact.

With no other 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 (7): Mayor Williams, Mayor Pro-tem McAlister, Deputy Mayor Pro-tem Craver, and Councilmembers Price, Beard, Albus and Hurt

NAYS (0): None

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.
[ASSIGNED RESOLUTION NO. 124-2021]

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

Councilmember Hurt moved to (re)appoint the following:

Board	Term End Date
<i>Betty Hardwick Center Board of Trustees</i>	
Rosendo Contreras [Reappointment]	August 2023

Councilmember Albus seconded the motion; motion carried

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

NAYS (0): None

PUBLIC COMMENTS

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

- David Swart – stated he previously proposed to keep the same tax rate, but had his numbers transposed. He clarified what it should have been. He stated that the savings will work out to \$1.35 a month, and questioned what will everyone do with that money they would save. He thinks that money could fix an intersection, or towards a new fire station. Mr. Swart also stated that starting on August 2nd the emergency alert system on your phone will receive new thunderstorm warnings.
- Paul Hammil – spoke about trees hanging into the street on South 14th that the City has told him is his responsibility. He questioned if that was indeed true and how he should go about fixing it.
- Cynthia Alvidrez - stated that at a Parks Community Meeting, the Mayor promised that people would have an opportunity to attend an evening budget hearing, but he took that away. She stated that the City is allocating \$8 million of COVID funds towards a hotel when Lesli Andrews asked for a bond for City parks. She thinks these funds are to be used for emergencies, and a hotel is not one. Ms. Alvidrez also spoke about contracts the Mayor has with certain companies but it was unclear where she is stating these contracts are posted.

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

ADJOURNMENT

There being no further business, the meeting adjourned 8:33 p.m.

 Shawna Atkinson
 City Secretary

 Anthony Williams
 Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Marcus Dudley, Chief of Police

SUBJECT: 3. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the 2021 Edward Byrne Memorial Justice Assistance (JAG) Grant Program (Marcus Dudley)

GENERAL INFORMATION

DOJ Grant

SPECIAL CONSIDERATIONS

n/a

FUNDING/FISCAL IMPACT

Save city approximately \$22,000 in equipment costs.

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2021 Resolution
2. 2021 Edward Byrnes JAG grant

RESOLUTION NO. ??-2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE GRANT APPLICATION FOR THE 2021 JUSTICE ASSISTANCE
GRANT**

WHEREAS, the Abilene Police Department and the Taylor County Sheriff's Office are jointly applying for the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG Grant)) in the amount of \$45,036.00; and

WHEREAS, the City and County agree it is in their best interest to equally split the 2021 JAG grant if awarded, thus giving each entity \$22,518.00; and

WHEREAS, the grant requires City Council approval of the grant and the application thereof; and

WHEREAS, there are no matching fund requirements;

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

PART 1: The City Council authorizes the City Manager to execute any grant documents to secure the 2021 Justice Assistance Grant.

PART 2: The City Council approves the Interlocal Agreement wherein the City of Abilene will equally distribute the JAG grant, if awarded, with the Taylor County Sheriff's Office.

PART 3: This Resolution is effective immediately upon adoption

ADOPTED this 12th day of August, 2021

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

BJA FY 21 Edward Byrne Memorial

Justice Assistance Grant (JAG)

- Annual award that varies - \$45,036.00
- Split evenly between Abilene Police Department and Taylor County Sheriff's Office
- \$22,518.00 each



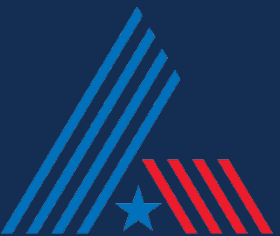
Abilene Police Department

- Replace aging existing Doppler Radars used on patrol with new LIDAR Radar system.
- 9 radars with 2 batteries each, carrying case and chargers.
- 10 spare replacement batteries.
- Total cost is \$22,495.75 of \$22,518.00 grant award.

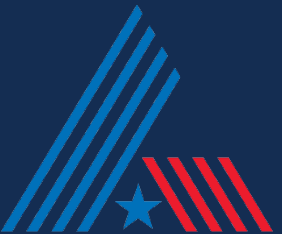


Taylor County Sheriff's Office

- Using funds to purchase 9 CEW's (conducted energy weapon) commonly referred to as Taser's.
- Includes CEW's and charging bay.
- Total cost of \$20,133.45 of \$22,518.00 grant award.



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Stanley Smith, City Attorney

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Rate Settlement Agreement with Atmos Energy (*Stanley Smith*)

GENERAL INFORMATION

BACKGROUND AND SUMMARY

The City of Abilene, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018.

On or about April 1, 2021, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2020, entitled it to additional system-wide revenues of \$43.4 million.

Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$40.5 million, \$29.3 million of which would be applicable to ACSC members. ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$22.34 million instead of the claimed \$40.5 million. The amount of the \$22.34 million deficiency applicable to ACSC members would be \$16.8 million.

After the Company reviewed ACSC’s consultants’ report, ACSC’s Executive Committee and

the Company negotiated a settlement whereby the Company would receive an increase of \$22.78 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2021. This should save ACSC cities approximately \$3.8 million.

The Executive Committee recommends a settlement at \$22.78 million. The Effective Date for new rates is December 1, 2021. ACSC members should take action approving the Resolution before October 1, 2021.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate \$22.78 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$1.28 on a monthly basis, or 2.2 percent. The increase for average commercial usage will be \$4.03 or 1.61 percent. A bill impact comparison is attached as Attachment 2.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM.

Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR.

When new rates become effective on December 1, 2021, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates. See Attachment 3.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less

costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$43.4 million in additional system-wide revenues, the RRM settlement at \$22.78 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at \$22.78 million (plus \$3.8 of additional savings due to the two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before October 1, 2021. New rates become effective December 1, 2021.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2021 Atmos Mid-Tex RRM Settlement Resolution
2. 2021 Atmos Mid-Tex RRM Settlement Resolution Attachments
3. 2021 Atmos Mid-Tex RRM Model Staff Report Attachments
4. Approve Atmos 2021 Rate Review Mechanism Filing

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2021 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Abilene, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

RESOLUTION NO. _____

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2021, Atmos Mid-Tex filed its 2021 RRM rate request with ACSC Cities based on a test year ending December 31, 2020; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2021 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$22.78 million applicable to ACSC Cities with an Effective Date of December 1, 2021; and

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$3.8 million off new rates imposed by the attached tariffs (Exhibit A); and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

RESOLUTION NO. _____

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$22.78 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2021 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$22.78 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

RESOLUTION NO. _____

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2021 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2021.

Section 12. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato,

RESOLUTION NO. _____

General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue,
Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
ABILENE, TEXAS, ON THIS THE 12th DAY OF AUGUST, 2021.

Anthony Williams, Mayor

ATTEST:

Shawna Atkinson, City Secretary

APPROVED AS TO FORM:

Stanley Smith, City Attorney

Exhibit A
to 2021 RRM Resolution or Ordinance

Mid-Tex Tariffs
Effective December 1, 2021

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 20.85 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 20.90 per month
Commodity Charge – All <u>Ccf</u>	\$0.27979 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE: Page

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 56.50 per month
Rider CEE Surcharge	\$ 0.01 per month ¹
Total Customer Charge	\$ 56.51 per month
Commodity Charge – All Ccf	\$ 0.12263 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4330 per MMBtu
Next 3,500 MMBtu	\$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0680 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4330 per MMBtu
Next 3,500 MMBtu	\$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0680 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	11.88	0.1459	85.39	0.6996
Austin	10.34	0.1452	194.82	0.9398
Dallas	15.21	0.1915	148.19	1.0986
Waco	10.63	0.1373	130.39	0.7436
Wichita Falls	12.63	0.1398	109.17	0.5803

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B
to 2021 RRM Resolution or Ordinance

Mid-Tex
2021 Benchmark for Pensions
and Retiree Benefits

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Description (a)	Shared Services (b)		Post-Employment (c)		Pension Account Plan (d)		Mid-Tex Direct Supplemental Executive Benefit Plan (e)		Post-Employment Benefit Plan (f)		Adjustment Total (g)
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	
1	Proposed Benefits Benchmark - Fiscal Year 2021 Willis Towers Watson											
2	Report as adjusted (1) (2) (3)	\$ 2,917,949	\$ 4,908,358	\$ 5,447,063	\$ 293,818	\$ 6,600,073						
3	Allocation to Mid-Tex	43.68%	43.68%	76.11%	100.00%	76.11%						
4	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)											
5	O&M and Capital Allocation Factor	\$ 1,274,655	\$ 2,144,130	\$ 4,145,546	\$ 293,818	\$ 5,023,057						
6	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	100.00%	100.00%	100.00%	100.00%	100.00%						
7		\$ 1,274,655	\$ 2,144,130	\$ 4,145,546	\$ 293,818	\$ 5,023,057						
8	Summary of Costs to Approve (1):											
9												
10	O&M Expense Factor (WP_F-2.3, Ln 2)	75.07%	75.07%	38.66%	11.00%	38.66%						
11												
12												
13	Total Pension Account Plan	\$ 956,873	\$ 1,609,582	\$ 1,602,484	\$ 32,322	\$ 1,941,691						
14	Total Post-Employment Benefit Plan											
15	Total Supplemental Executive Benefit Plan											
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 956,873	\$ 1,609,582	\$ 1,602,484	\$ 32,322	\$ 1,941,691						
17												
18	Notes:											
19	1. Studies not applicable to Mid-Tex or Shared Services are omitted.											
20	2. Mid-Tex is proposing that the Fiscal Year 2021 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the											
21	benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods											
22	includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.											
23	3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.											

Exhibit C
to 2021 RRM Resolution or Ordinance

Mid-Tex 2021 Schedule for
Amortization for Regulatory Liability

ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2020
AMORTIZATION OF REGULATORY LIABILITY

Line No.	Year Ended Dec. 31	Beginning Protected Balance	Protected Amortization	Ending Protected Balance	Beginning Unprotected Balance	Unprotected Amortization	Ending Unprotected Balance	Total Protected & Unprotected Amortization	Total Protected & Unprotected Balance
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	2017 (3)	\$ -	\$ -	\$ (51,477,654)	\$ -	\$ -	\$ 343,746,535	\$ -	\$ 292,268,881
2	2018	(51,477,654)	494,977	(50,982,677)	343,746,535	(3,513,868)	340,232,667	(3,018,891)	289,249,991
3	2019	(50,982,677)	1,979,910	(49,002,767)	340,232,667	(14,057,872)	326,174,795	(12,077,963)	277,172,028
4	2020	(49,002,767)	1,979,910	(47,022,857)	326,174,795	(13,988,908)	312,185,886	(12,008,999)	265,163,029
5	2021	(47,022,857)	3,464,842	(43,558,015)	312,185,886	(26,390,127)	285,795,760	(22,925,284)	242,237,745
6	2022	(43,558,015)	1,979,910	(41,578,105)	285,795,760	(60,167,528)	225,628,231	(58,187,619)	184,050,126
7	2023	(41,578,105)	1,979,910	(39,598,195)	225,628,231	(60,167,528)	165,460,703	(58,187,619)	125,862,508
8	2024	(39,598,195)	1,979,910	(37,618,286)	165,460,703	(60,167,528)	105,293,175	(58,187,619)	67,674,889
9	2025	(37,618,286)	1,979,910	(35,638,376)	105,293,175	(60,167,528)	45,125,646	(58,187,619)	9,487,270
10	2026	(35,638,376)	1,979,910	(33,658,466)	45,125,646	(45,125,646)	(0)	(43,145,737)	(33,658,466)
11	2027	(33,658,466)	1,979,910	(31,678,556)	(0)	0		1,979,910	(31,678,556)
12	2028	(31,678,556)	1,979,910	(29,698,647)	-	-		1,979,910	(29,698,647)
13	2029	(29,698,647)	1,979,910	(27,718,737)	-	-		1,979,910	(27,718,737)
14	2030	(27,718,737)	1,979,910	(25,738,827)	-	-		1,979,910	(25,738,827)
15	2031	(25,738,827)	1,979,910	(23,758,917)	-	-		1,979,910	(23,758,917)
16	2032	(23,758,917)	1,979,910	(21,779,007)	-	-		1,979,910	(21,779,007)
17	2033	(21,779,007)	1,979,910	(19,799,098)	-	-		1,979,910	(19,799,098)
18	2034	(19,799,098)	1,979,910	(17,819,188)	-	-		1,979,910	(17,819,188)
19	2035	(17,819,188)	1,979,910	(15,839,278)	-	-		1,979,910	(15,839,278)
20	2036	(15,839,278)	1,979,910	(13,859,368)	-	-		1,979,910	(13,859,368)
21	2037	(13,859,368)	1,979,910	(11,879,459)	-	-		1,979,910	(11,879,459)
22	2038	(11,879,459)	1,979,910	(9,899,549)	-	-		1,979,910	(9,899,549)
23	2039	(9,899,549)	1,979,910	(7,919,639)	-	-		1,979,910	(7,919,639)
24	2040	(7,919,639)	1,979,910	(5,939,729)	-	-		1,979,910	(5,939,729)
25	2041	(5,939,729)	1,979,910	(3,959,820)	-	-		1,979,910	(3,959,820)
26	2042	(3,959,820)	1,979,910	(1,979,910)	-	-		1,979,910	(1,979,910)
27	2043	(1,979,910)	1,979,910	0	-	-		1,979,910	0
28									
29	Revenue Related Tax Factor				See WP_F-5.1			6.79%	
30	Revenue Related Taxes on Annual Amortization				Amortization * Tax Factor		\$	3,949,355	
31	Amortization Including Revenue Related Taxes				Amortization + Taxes		\$	<u>62,136,973</u>	
32									
33	Notes:								
34	1. The annual amortization of the protected balance is a 26 year recovery period based on the Reverse South Georgia Method. The annual amortization of the unprotected balance is 5 years.								
35	2. The Regulatory Liability is recorded to FERC Accounts 253 and 242, Sub Account 27909.								
36	3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.								

**Attachment 1 to
Model Staff Report**

2021 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - RRM CITIES
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Customer Class (a)	Current (b)	Proposed (c)	Bills (d)	Ccf/MmBtu (e)	Current Revenues (f)	Proposed Revenues (g)	Increase (h)
1	Residential							
2	Customer Charge	\$	20.25	\$	20.85	13,861,632	\$	280,698,048
3	Consumption Charge						\$	289,015,027
4	Revenue Related Taxes	0.26651	0.27979			627,298,034		175,511,717
5	Total Class Revenue					30,398,805		31,528,717
6						\$ 478,278,052	\$	496,055,461
7	Commercial							
8	Customer Charge	\$	54.50	\$	56.50	1,094,352	\$	59,642,184
9	Consumption Charge						\$	61,830,888
10	Revenue Related Taxes	0.11728	0.12263			363,850,875		44,619,033
11	Total Class Revenue					6,944,376		7,225,051
12						\$ 109,258,991	\$	113,674,972
13	Industrial & Transportation							
14	Customer Charge	\$	1,014.50	\$	1,054.75	7,056	\$	7,442,316
15	Consumption Charge Tier 1	\$	0.4157	\$	0.4330			3,238,728
16	Consumption Charge Tier 2	\$	0.3044	\$	0.3171			2,626,490
17	Consumption Charge Tier 3	\$	0.0653	\$	0.0680			885,287
18	Revenue Related Taxes							925,722
19	Total Class Revenue							963,306
20						\$ 14,564,796	\$	15,156,127
21	Total Excluding Other Revenue					\$ 602,101,840	\$	624,886,561
22								\$ 22,784,721
23								\$ 21,336,550
24	Revenue Related Tax Factor	6.7873%						

**Attachment 2
to 2021 RRM Staff Report**

Bill Impact

	Rate R @ 45.2 Ccf									
Line No.	No.						Current	Proposed	Change	
	1	Customer charge			X	\$ 0.26651	\$ 20.25			
	2	Consumption charge				=	12.05			
	3	Rider GCR Part A	45.2	CCF	X	\$ 0.16000	= 7.23			
	4	Rider GCR Part B	45.2	CCF	X	\$ 0.33320	= 15.06			
	5	Subtotal					\$ 54.59			
	6	Rider FF & Rider TAX			X	0.06787	= 3.71			
	7	Total					\$ 58.30			
	8									
	9									
	10	Customer charge						\$ 20.85		
	11	Consumption charge			X	\$ 0.27979	= 12.65			
	12	Rider GCR Part A	45.2	CCF	X	\$ 0.16000	= 7.23			
	13	Rider GCR Part B	45.2	CCF	X	\$ 0.33320	= 15.06			
	14	Subtotal					\$ 55.79			
	15	Rider FF & Rider TAX			X	0.06787	= 3.79		1.28	
	16	Total					\$ 59.58	\$	2.20%	
	17									
	18									
	19	Rate C @ 332.5 Ccf								
	20	Customer charge					\$ 54.50			
	21	Consumption charge			X	\$ 0.11728	= 38.99			
	22	Rider GCR Part A	332.5	CCF	X	\$ 0.16000	= 53.20			
	23	Rider GCR Part B	332.5	CCF	X	\$ 0.26321	= 87.51			
	24	Subtotal					\$ 234.20			
	25	Rider FF & Rider TAX			X	0.06787	= 15.90			
	26	Total					\$ 250.10			
	27									
	28	Customer charge						\$ 56.50		
	29	Consumption charge			X	\$ 0.12263	= 40.77			
	30	Rider GCR Part A	332.5	CCF	X	\$ 0.16000	= 53.20			
	31	Rider GCR Part B	332.5	CCF	X	\$ 0.26321	= 87.51			
	32	Subtotal					\$ 237.98			
	33	Rider FF & Rider TAX			X	0.06787	= 16.15		4.03	
	34	Total					\$ 254.13	\$	1.61%	
	35									

Rate I @ 4079	MMBTU						Current			Proposed	Change
Customer charge							\$ 1,014.50				
Consumption charge	1,500	MMBTU	X	\$ 0.4157	=		623.55				
Consumption charge	2,579	MMBTU	X	\$ 0.3044	=		785.05				
Consumption charge	0	MMBTU	X	\$ 0.0653	=		-				
Rider GCR Part A	4,079	MMBTU	X	\$ 1.5625	=		6,373.46				
Rider GCR Part B	4,079	MMBTU	X	\$ 0.5380	=		2,194.58				
Subtotal							\$ 10,991.14				
Rider FF & Rider TAX		\$ 10,991.14	X	0.06787	=		746.00				
Total							\$ 11,737.14				
Customer charge									\$ 1,054.75		
Consumption charge	1,500	MMBTU	X	\$ 0.4330	=				649.50		
Consumption charge	2,579	MMBTU	X	\$ 0.3171	=				817.80		
Consumption charge	0	MMBTU	X	\$ 0.0680	=				-		
Rider GCR Part A	4,079	MMBTU	X	\$ 1.5625	=				6,373.46		
Rider GCR Part B	4,079	MMBTU	X	\$ 0.5380	=				2,194.58		
Subtotal									\$ 11,090.09		
Rider FF & Rider TAX		\$ 11,090.09	X	0.06787	=				752.72		
Total									\$ 11,842.81	\$ 105.67	
										0.90%	
Rate I @ 4079	MMBTU						Current		Proposed	Change	
Customer charge							\$ 1,014.50				
Consumption charge	1,500	MMBTU	X	\$ 0.4157	=		623.55				
Consumption charge	2,579	MMBTU	X	\$ 0.3044	=		785.05				
Consumption charge	0	MMBTU	X	\$ 0.0653	=		-				
Rider GCR Part B	4,079	MMBTU	X	\$ 0.5380	=		2,194.58				
Subtotal							\$ 4,617.68				
Rider FF & Rider TAX		\$ 4,617.68	X	0.06787	=		313.41				
Total							\$ 4,931.09				
Customer charge									\$ 1,054.75		
Consumption charge	1,500	MMBTU	X	\$ 0.4330	=				649.50		
Consumption charge	2,579	MMBTU	X	\$ 0.3171	=				817.80		
Consumption charge	0	MMBTU	X	\$ 0.0680	=				-		
Rider GCR Part B	4,079	MMBTU	X	\$ 0.5380	=				2,194.58		
Subtotal									\$ 4,716.63		
Rider FF & Rider TAX		\$ 4,716.63	X	0.06787	=				320.13	\$ 105.67	
Total									\$ 5,036.76	\$ 2.14%	

**Attachment 3
to 2021 RRM Staff Report**

RRM Monthly Savings Over GRIP and DARR Rates

**ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE BILL COMPARISON
(EXCLUDING GAS COSTS)**

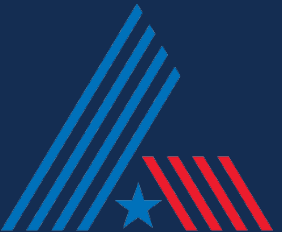
	ACSC Settled	DARR Settled	ATM Filing	ENVIRONS Filing
Customer Charge	\$20.85	\$23.80	\$27.68	\$25.90
Monthly Ccf [1]	45.2	52.7	45.2	45.2
Consumption Charge	\$0.27979	\$0.19526	\$0.14846	\$0.18653
Average Monthly Bill	\$33.50	\$34.09	\$34.39	\$34.33
		-\$0.60	-\$0.89	-\$0.83

[1] Recognizes that average normal usage for Dallas residential customers is greater than Mid-Tex average.

Resolution Approving a Negotiated Settlement with Atmos Energy Corp., Mid-Tex Division regarding the Company's 2021 Rate Review Mechanism Filing



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Public Hearing and Take Action to Approve the acceptance of Airport Improvement Program Grant 50 (*Don Green*)

GENERAL INFORMATION

Abilene Regional Airport qualifies as a Primary Commercial Service Airport and therefore is able to receive Airport Improvement Program (AIP) Grants from the Federal Aviation Administration (FAA) each fiscal year based on passenger enplanements. These grants fund an airport's eligible capital improvement projects and equipment purchases. AIP Grants typically require a 10% Local Match. However, Congress authorized 100% funding for FY21 grants as part of COVID relief to airports. The grant offered to the City this year is in the amount of \$1,234,283.00.

These funds will be used to refurbish or replace the Passenger Boarding Bridges and begin phased work such as restroom renovation and painting inside the airport terminal.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This grant requires no Local Match.

STAFF RECOMMENDATION

Staff recommends acceptance of this grant.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation for Council approval at its July 27th meeting.

ATTACHMENTS:

1. AIP Grant 50 Resolution 8-12-21
2. AIP Grant 50 Award Presentation (8-12-21)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE ACCEPTANCE OF AIRPORT
IMPROVEMENT PROGRAM GRANT 50 OFFERED BY THE FEDERAL AVIATION
ADMINISTRATION.**

WHEREAS, The City of Abilene (City) owns and operates Abilene Regional Airport; and

WHEREAS, Abilene Regional Airport participates in the Airport Improvement Program through the Federal Aviation Administration (FAA), as authorized by the Congress of the United States of America;

WHEREAS, the Airport Improvement Program is funded nationally through taxes and fees charged by the FAA on airline tickets and aviation fuel sales; and

WHEREAS, the Airport Improvement Program typically funds Ninety Percent (90%) of FAA-approved airport capital improvement costs, but Congress authorized FAA to waive and fund that match amount as part of COVID relief for airports; and

WHEREAS, Abilene Regional Airport has demonstrated to FAA the need for Fiscal Year 2021 grant funding to refurbish or replace the Passenger Boarding Bridges and make other improvements to the airport terminal; and

WHEREAS, FAA offers to the City of Abilene Airport Improvement Program Grant 50 in the amount not to exceed \$1,234,283.00.

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

That the City Manager is authorized to execute the Airport Improvement Program Grant 50 Offer not to exceed \$1,234,283.00 from FAA, which requires no local match, for improvements at Abilene Regional Airport.

ADOPTED this 12th day of August 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

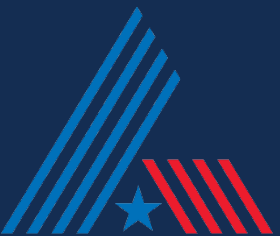
City Council Meeting

August 12, 2021



AIP Grant 50 Award

- The airport receives a grant each year from the Airport Improvement Program (AIP) through the Federal Aviation Administration (FAA) based on passenger boardings.
- Congress waived the 10% Local Match for FY21 AIP grants as part of the COVID relief to airports. Therefore, FAA has added that 10% amount to this grant for a total award of \$1,234,283.00.
- The grant will be used to help fund Passenger Boarding Bridge Refurbishment of Replacement and Terminal Improvements, including restroom renovations and interior repainting.







**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Molly Moser, Manager

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing the City Manager to Execute a Contract with APEX Surface Care for Preventative Maintenance Services for the Abilene Convention Center (*Molly Moser*)

GENERAL INFORMATION

Due to the age of the Convention Center we must be proactive and continue investing in the maintenance of the facility.

The services that APEX Surface Care will perform are on a semi annual schedule. Due to budget restrictions and lack of events during fiscal year 2021 it has been 18 months since these services have been rendered.

The main foyer, staircases and Conference Center foyer will be restored. Concrete polishing will take place in the Exhibit Hall. Deep cleaning of tile and grout in all restrooms and kitchens will take place removing all debris and contaminants. As well as an electrostatic application of disinfection throughout the entire inter space of the Convention Center.

SPECIAL CONSIDERATIONS

Buyboard #561-18

FUNDING/FISCAL IMPACT

The proposed services will cost \$46,736.00. Funding Source - Convention Center Annual Operating Budget.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution. APEX Surface Care Contract - Abilene Convention Center - Preventative Maintenance
2. APEX Surface Care - Services Contract - Abilene Convention Center
3. APEX Surface Care - Convention Center Presentation

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT BETWEEN THE CITY
OF ABILENE AND APEX SURFACE CARE FOR PREVENTATIVE MAINTENANCE
SERVICES FOR ABILENE CONVENTION CENTER**

WHEREAS, The City of Abilene desires preventative maintenance services of the Abilene Convention Center; and,

WHEREAS, The City of Abilene has selected APEX Surface Care for the said project; and,

WHEREAS, The City Council authorizes the City Manager to execute an agreement with APEX Surface Care in the amount of \$46,736.00.

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

PART 1: The City Council authorizes the City Manager to execute an agreement with APEX Surface Care.

PART 2: That the agreement is in the amount of \$46,736.00

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

ADOPTED this 12th day of August, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



SERVICES CONTRACT

This contract, dated the 9th day of July, 2021, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and APEX Surface Care a Corporation 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 preventative maintenance 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 60 calendar days after the effective date of this Contract.

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: Molly Moser
 P.O. Box 60
 Abilene, Texas 79604

Contractor - ATTN: John Davern
 1712 Minter Chapel Road
 Grapevine, Texas 76051

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: VP OF SALES

Address: 1712 MINTERS CHANCE
GRAPEVINE TX 76051

Phone Number: 817 329 7116

Federal Tax ID #: 742 284 7678

ATTEST:

City Secretary

APPROVED:

City Attorney

ATTEST: (If Corporation)

Corporation's Secretary

Corporate Seal (If available):

ATTACHMENT A
SCOPE OF SERVICES

Location: Abilene Convention Center

Restoration of Terrazzo – Main Foyer, (2) Staircases and Conference Center Foyer:

Burnish the two stairs cases with 3000 grit diamond encrusted pads. Install one application of guard and burnish with 3000 grit diamond encrusted pads. Degrease and clean all terrazzo.

- Remove developed wear patterns ; Restore gloss in the developed wear patterns ; Utilize polishing compounds designed specifically for natural stone and terrazzo to maintain gloss in lesser worn areas in order to maintain a consistent level of gloss.

Concrete Polishing – Exhibit Hall:

APEX will thoroughly clean the polished concrete flooring in the Exhibit Hall using diamond encrusted pads ; Immediately following will burnish the polished concrete flooring with a diamond encrusted pad ; After burnishing is completed will apply one coat of guard and burnish to a gloss

Tile & Grout General Cleaning – All Men & Women Restrooms, Exhibit Hall Kitchen, Conference Center Kitchen, Backstage Dressing Room Restrooms & Showers and VIP Suite: Deep cleaning removing all debris and contaminants from tile and grout.

Infection Control Services – All Interior Spaces within the Convention Center

See proposal for more details of each service.

Work Schedule:

All services shall be completed within eleven (11) days from start date: *Start and End Date are as follows:

Start date and time: 8:00 a.m. – Monday, August 23, 2021

End date and time: 5:00 p.m. – Thursday, September 2, 2021

Work can be completed during the dates/times listed below:

8:00am – 5:00pm – Monday, August 23, 2021 – Thursday, September 2, 2021

*Start and end date and times are non-negotiable.

Total Bid \$46,736.00

Forty Six Thousand – Seven Hundred Thirty Six Dollars and No Cents

Company Name: APEX Surface Care

Company Address: 1712 Minter Chapel Road

Grapevine, Texas 76051

Phone Number: 817.601.2259 (Office)

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 \$46,736.00 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 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.

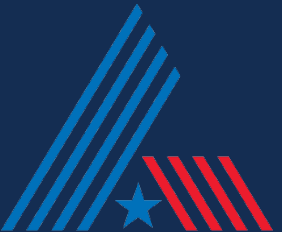
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Abilene Convention Center Preventative Maintenance Services Contract with APEX Surface Care

August 12, 2021



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Molly Moser, Manager

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Alcoholic and Non-Alcoholic Beverages in the Abilene Convention Center by an Approved Caterer (Molly Moser)

GENERAL INFORMATION

Request to approve alcoholic and non-alcoholic beverages in the Abilene Convention Center, including the Auditorium. This would allow an event to choose an approved caterer to serve such beverages to patrons during their event in the Auditorium as well as the entirety of the Convention Center. Several events including the Abilene Philharmonic, Celebrity Attractions - Broadway Series and various concerts and shows have requested beverage service during their events.

SPECIAL CONSIDERATIONS

To be effective October 1, 2021.

FUNDING/FISCAL IMPACT

Proposed Fee: City of Abilene to receive twelve percent of gross sales from liquor and concessionaire when on site to cater an event in the Auditorium.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2021 Resolution Convention Center beverages
2. Beverage Policy - Abilene Convention Center 2021 Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CONSUMPTION OF ALCOHOLIC BEVERAGES AND NON-
ALCOHOLIC BEVERAGES THROUGH THE USE OF A LICENSED CATERER IN THE
ABILENE CONVENTION CENTER**

WHEREAS, by oral resolution on July 27, 1985 the Abilene City Council approved the consumption of alcohol in the Convention Center (formerly Civic Center) through the use of a licensed liquor caterer, throughout the facility, except for the Red Carpet Lobby and Auditorium; and

WHEREAS, other venues throughout Texas which are similar to the Abilene Convention Center allow the consumption of alcohol in auditoriums and during various events and concerts; and

WHEREAS, there is also a need to allow the consumption of non-alcoholic beverages, including but not limited to coffee, in the entire Convention Center facility during various events and concerts; and

WHEREAS, in an effort to meet the needs of the community there is a desire to allow the consumption of alcoholic beverages and non-alcoholic beverages through a licensed caterer in the entire Convention Center facility; and

WHEREAS, whenever alcoholic beverages are served through a licensed caterer, the event shall provide security.

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

PART 1: The City Council of the City of Abilene, Texas hereby approves the consumption of alcoholic beverages for all Abilene Convention Center facilities available for rental, through a licensed liquor caterer, and requires that security be provided during the event.

PART 2: The City Council of the City of Abilene, Texas hereby approves the consumption of non-alcoholic beverages for the entire Abilene Convention Center facilities available for rental, through a licensed caterer.

PART 3: That this Resolution shall take effect October 1, 2021.

ADOPTED this 12nd day of August, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Abilene Convention Center Beverage Policy

August 12, 2021



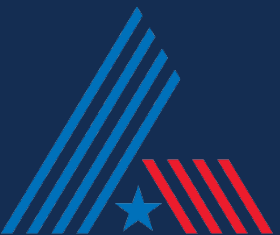
Current Policy

- In 1985, City Council approved alcohol at the Abilene Convention Center with the exception of the Auditorium area.
- No food or beverages are allowed in the Auditorium.
- When beverages are sold during an Auditorium event patrons must consume them before the show or during intermission.



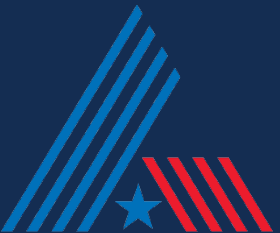
Current Policy Issues in Auditorium

- Standard intermission time is 15 – 20 minutes, which makes it difficult to wait in line, buy a beverage and finish in time to return to the event.
- Caterers sales are low.
- Patrons with health issues need access to water. Water fountains are located in the Auditorium area but it is not appropriate to leave in the middle of a performance.
- We must remain competitive with other venues.



City Comparison

VENUE	CITY	ALLOWS BEVERAGES
Amarillo Civic Center Auditorium	Amarillo	Yes
Lubbock Memorial Civic Center Auditorium	Lubbock	Yes
Wagner Noël Performing Arts Center	Midland	Yes
	San Angelo	
Wichita Falls Memorial Auditorium	Wichita Falls	Yes



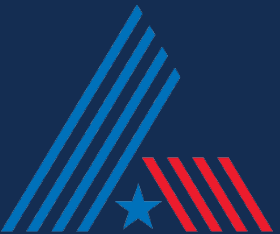
Souvenir Cups

- Souvenir cups to be used in the Auditorium.
- Spill-proof and made of hard plastic
- Eliminates the risk of any messes
- Customized with Convention Center logo and artwork

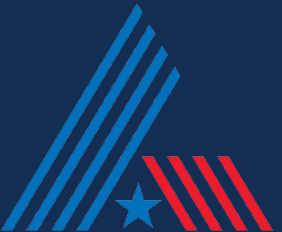


Proposed Policy

- Allow alcoholic and non-alcoholic beverages in the Abilene Convention Center, including the Auditorium.
- Purchase 16oz custom plastic souvenir cups to be served in the Auditorium.
- Approved caterers to serve beverages in the Auditorium.
- Auditorium beverage fee of 12% billed to caterer after event.
- Security will be required when alcoholic beverages are being served.
- Effective October 1, 2021



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Honorable Mayor and City Council Members

FROM: Robert Hanna, City Manager

SUBJECT: 8. 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 July 8, 2021 *(Robert Hanna)*

GENERAL INFORMATION

On July 8, 2021, the City Council issued its Resolution Further Modifying Its Extension of Disaster Declaration, which was effective until August 12, 2021. On July 29, 2021, Governor Abbott issued his Executive Order GA-38 regarding COVID-19. Due to the ongoing disaster caused by COVID-19, request is made to continue the City of Abilene's Declaration of Local Disaster and continue to adopt the Governor's Executive Order regarding COVID-19.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 21st Resolution Extending Declaration of Local Disaster COVID-19 redline draft
2. EO-GA-38-continued-response-to-the-COVID-19-disaster-IMAGE-07-29-2021 (1)
3. proc07302021_COVID
4. Disaster Declaration PPT

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL, CITY OF ABILENE, TEXAS, FURTHER MODIFYING ITS EXTENSION OF DECLARATION OF DISASTER (COVID-19) ISSUED ON ~~JULY~~~~JUNE~~ 8~~10~~, 2021.

WHEREAS, on March 16, 2020, the Mayor of the City of Abilene, by proclamation, issued a Declaration of Local Disaster regarding COVID-19; and

WHEREAS, on March 23, 2020, the City Council issued its Resolution Renewing and Continuing the Mayor's Declaration of Disaster Issued on March 16, 2020, which prohibited the social gathering of more than 10 persons; and

WHEREAS, on March 30, 2020, the City Council issued its Resolution Modifying its Extension of Declaration of Disaster, which created a limited shelter in place through 11:59 p.m., April 14, 2020; and

WHEREAS, on April 13, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which continued the limited shelter in place through 11:59 p.m., April 30, 2020; and

WHEREAS, on April 30, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-18; and

WHEREAS, on May 15, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-21; and

WHEREAS, on June 1, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-23, which was effective until June 25, 2020; and

WHEREAS, on June 25, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-26, which was effective until July 23, 2020; and

WHEREAS, on July 23, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-28, as amended, and Executive Order GA-29, which was effective until August 27, 2020; and

WHEREAS, on August 27, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which continued to adopt the regulations and restrictions issued in the Governor's Executive Order GA-28, as amended, and Executive Order GA-29, which was effective until September 24, 2020; and

WHEREAS, on September 24, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which continued the adopt the regulations and restrictions issued in the Governor's Executive Order GA-29, and Executive Order GA-30, which was effective until October 22, 2020; and

WHEREAS, on October 22, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-29, and Executive Order GA-32, which was effective until November 19, 2020; and

WHEREAS, on November 19, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-29, and Executive Order GA-32, which was effective until December 17, 2020; and

WHEREAS, on December 17, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-29, and Executive Order GA-32, which was effective until January 14, 2021; and

WHEREAS, on January 14, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-29, and Executive Order GA-32, which was effective until February 11, 2021; and

WHEREAS, on February 11, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-29, and Executive Order GA-32, which was effective until March 11, 2021; and

WHEREAS, on March 11, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions issued in the Governor's Executive Order GA-34, which was effective until April 8, 2021; and

WHEREAS, on April 8, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions issued in the Governor's Executive Order GA-34, and which was effective until May 13, 2021; and

WHEREAS, on May 13, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions issued in the Governor's Executive Order GA-34, and which was effective until June 10, 2021; and

WHEREAS, on June 10, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions issued in the Governor's Executive Orders GA-34 and GA-36, and which was effective until July 8, 2021; and

WHEREAS, on July 8, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions issued in the Governor's Executive Orders GA-34 and GA-36, and which was effective until August 12, 2021; and

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~~**WHEREAS**, on March 2, 2021, the Governor of the State of Texas issued his Executive Order GA-34, effective until it is modified, amended, rescinded, or superseded by the Governor, and which relates to the opening of Texas; and~~

~~**WHEREAS**, on July~~May~~ 29~~18~~⁴⁸, 2021, the Governor of the State of Texas issued his Executive Order GA-3~~86~~, effective until it is modified, amended, rescinded, or superseded by the Governor, and which related to the continue~~prohibits governmental entities and officials from mandating face coverings or restricting activities in~~ response to the COVID-19 disaster; and~~

WHEREAS, on July~~June~~ 30~~4~~, 2021, the Governor of the State of Texas renewed his disaster proclamation for all counties in Texas due to COVID-19 continuing a state of disaster; and

WHEREAS, because of the continuing risk of the rapid spread of the COVID-19 virus, the need to protect the most vulnerable members of the community, the intent to ensure that the maximum number of people self-isolate in their places of residence to the maximum extent feasible, while enabling essential services and commerce to continue, and the desire to slow the spread of COVID-19 to maximum extent possible, this Order is required; and

WHEREAS, this Order is issued based on evidence of the continuing occurrence of COVID-19 within the City of Abilene and Taylor County, scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically; and

WHEREAS, the City Council has determined that extraordinary and immediate measures must continue to be taken to respond quickly to prevent and slow down community spread of COVID-19 in the City of Abilene; and

WHEREAS, the City Council finds that it is in the public interest to authorize additional authority as described herein pursuant to the Texas Disaster Act of 1975, as amended, Texas Government Code, and provide rules to protect the health of persons in the City of Abilene, pursuant to the Texas Government Code and Texas Health and Safety Code.

NOW THEREFORE, IT IS HEREBY RESOLVED AND DECLARED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

1. The foregoing recitals as incorporated herein and made findings of fact.

2. That the City Council, effective immediately, hereby renews and continues the local state of disaster for the City of Abilene, Texas, pursuant to Section 418.108(b) of the Texas Government Code.
3. Pursuant to Section 418.108(c) of the Government Code, this renewal and continuation of the declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
4. Pursuant to Section 418.108(d) of the Government Code, this renewal and continuation of the declaration of a local state of disaster continues activation of the emergency management plan for the City of Abilene. The furnishing of aid and assistance under the declaration is hereby authorized. The appropriate preparedness and response aspects of the plan are continued.
5. The use of all available resources of the City of Abilene that are reasonably necessary to cope with this disaster are hereby authorized.
6. To the extent permitted by law, any local ordinance or administrative rule prescribing the procedures for conduct of City business or any local ordinance or administrative rule that would in any way prevent, hinder, or delay necessary action in coping with this disaster, including any local ordinance or administrative rule regarding contracting or procurement with would impede the City's emergency response necessary to cope with this declared disaster, are hereby suspended, but only for the duration of this declared local disaster and only for that limited purpose.
7. Pursuant to Section 418.108(g) of the Government Code, the City of Abilene may control ingress to and egress from a disaster area within the incorporated limits of the City of Abilene and control the movement of persons and the occupancy of premises in that area.
8. Pursuant to Section 122.006 of the Texas Health and Safety Code, the City of Abilene may adopt rules to protect the health of persons in the municipality, including quarantine rules to protect the residents against communicable disease.
9. The intent of this Order is to protect the physical health and well-being of City of Abilene residents, to protect the financial health and well-being of City of Abilene residents and businesses, and to slow the spread of COVID-19 to the maximum extent possible while safeguarding the Constitutional liberties of City of Abilene residents by utilizing the least restrictive means possible and encouraging the highest level of personal responsibility.

All persons should follow the CDC recommended guidelines to protect themselves from exposure and to protect the public from further community spread.

10. The City of Abilene hereby adopts and incorporates herein Governor Greg Abbott's Executive Orders ~~GA-3834 and GA-36~~, the same as if ~~it they~~ were copied and set forth at length herein. The City of Abilene will follow and enforce the conditions and restrictions as set forth in ~~GA-3834 and GA-36~~, and adopts and incorporates any further Proclamations modifying, amending or superseding ~~GA-3834 or GA-36~~ during the term of Abilene's declaration of local disaster.

The City Manager is authorized without further Council action to enforce these provisions to the fullest extent allowed by law.

11. In the event the Governor of the State of Texas amends or modifies his Executive Orders ~~GA-3834 or GA-36~~, this Declaration and Order is automatically amended or modified without further Council action to reflect said amendments or modifications to the Governor's Executive Orders. It being the express intent of the City Council and this Declaration and Order to follow the Governor's Executive Orders.

12. All public, private and commercial laboratories operating within the City of Abilene and performing COVID-19 testing shall report by 5:00 p.m. each day, Monday through Friday, but excluding holidays, for the period since the last report, to the Abilene-Taylor County Public Health District the following information:

- (a) The number of COVID-19 tests performed;
- (b) The number of positive COVID-19 tests; and
- (c) The patient names and demographic information of positive COVID-19 tests.

This information will be used solely for public health purposes to monitor the testing conducted in the City of Abilene, and mitigate and contain the spread of COVID-19.

13. That any City ordinance or regulation imposing a time requirement for payment, filing or appealing a decision, may be extended by the Mayor without further confirmation by the City Council.
14. That the Mayor may suspend or modify any other ordinance or regulation of the City of Abilene for a period of not more than seven days from the date of this resolution unless continued or renewed by the City Council.
15. That the City Manager or designee of the City Manager is authorized, without further approval of the City Council, to:

- (a) Make application for local, state and federal assistance as necessary and/or applicable;
- (b) Accept on behalf of the City services, gifts, grants, equipment, supplies, and/or materials whether from private, nonprofit, or governmental sources;
- (c) Enter into Interlocal cooperation agreements or memorandums of understanding with other cities, counties, or jurisdictions to provide for law enforcement assistance or other shared services to assist in this Resolution or the COVID-19 pandemic;
- (d) Contract for expenditures for budgeted items and emergency expenditures in an amount not to exceed \$250,000; and
- (e) Defer any fines or fees imposed by the City.

After cessation of this emergency and state of disaster, the City Manager shall provide the City Council a list of all actions taken under this paragraph.

16. That although not required by law and out of an abundance of caution, the City Manager is authorized to (and any prior acts in response to the COVID-19 pandemic are ratified):

- (a) Close, including closure to the public, of any City offices, facilities, or properties, including parks, playgrounds, or playground equipment; and
- (b) Provide city services by means other than in-person delivery, such as accepting permit applications online or by mail only, and/or to cease any city service that are not required by state or federal law.

17. That any ordinances, rules, or regulations of the City of Abilene, Texas, that conflict with this Resolution are hereby suspended, such suspension to remain in effect until the state of disaster is terminated or until there is a subsequent Resolution of this Council, whichever occurs first.

18. That pursuant to Section 418.020(d) of the Texas Government Code, the City of Abilene is authorized to:

- (a) Temporarily or permanently acquire by lease, purchase, or other means sites required for installation of temporary housing units or emergency shelters for disaster victims; and
- (b) Enter into arrangements necessary to prepare or equip the site to use the housing units or shelters, including arrangements for the purchase of temporary housing units or shelters and the payment of transportation charges.

19. That failure to comply with any of the provisions of this Order constitutes an imminent threat to public health.

20. Pursuant to Section 418.173, Government Code, failure to comply with this Order is an offense punishable by a fine not to exceed \$1,000, except as otherwise provided in the Governor's Executive Orders GA-~~3834~~ or GA-36.

21. That any violation of this Resolution, Declaration and Order can be enjoined by the City of Abilene by a suit filed in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this Resolution, Declaration and Order or in the Code of Ordinances, City of Abilene, Texas.

22. That nothing in this Resolution, Declaration and Order shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this Resolution.

23. All provisions of this Resolution, Declaration and Order should be interpreted to effectuate its intent.

24. That this Declaration and Order is effective immediately and continues until 11:59 p.m. ~~September 9~~ ~~August 12~~, 2021 unless otherwise modified, terminated or extended.

25. That the terms and provisions of this Resolution, Declaration and Order shall be deemed to be severable and that if any section, subsection, sentence, clause, phrase or word herein shall be declared to be invalid or unconstitutional, the same shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word herein, and the remainder of this Resolution, Declaration and Order shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

ADOPTED this ~~12~~th day of ~~August~~ ~~July~~, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



GOVERNOR GREG ABBOTT

July 29, 2021

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SECRETARY OF STATE

3:15pm O'CLOCK

JUL 29 2021

Secretary of State

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Deputy Secretary Esparza:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-38 relating to the continued response to the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

A blue ink signature of Gregory S. Davidson, written in a cursive style.

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
July 29, 2021

EXECUTIVE ORDER GA 38

Relating to the continued response to the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all Texas counties; and

WHEREAS, in each subsequent month effective through today, I have renewed the COVID-19 disaster declaration for all Texas counties; and

WHEREAS, from March 2020 through May 2021, I issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health by adjusting social-distancing and other mitigation strategies; and

WHEREAS, combining into one executive order the requirements of several existing COVID-19 executive orders will further promote statewide uniformity and certainty; and

WHEREAS, as the COVID-19 pandemic continues, Texans are strongly encouraged as a matter of personal responsibility to consistently follow good hygiene, social-distancing, and other mitigation practices; and

WHEREAS, receiving a COVID-19 vaccine under an emergency use authorization is always voluntary in Texas and will never be mandated by the government, but it is strongly encouraged for those eligible to receive one; and

WHEREAS, state and local officials should continue to use every reasonable means to make the COVID-19 vaccine available for any eligible person who chooses to receive one; and

WHEREAS, in the Texas Disaster Act of 1975, the legislature charged the governor with the responsibility “for meeting ... the dangers to the state and people presented by disasters” under Section 418.011 of the Texas Government Code, and expressly granted the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the “governor may issue executive orders ... hav[ing] the force and effect of law;” and

WHEREAS, under Section 418.016(a), the “governor may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business ... if strict compliance with the provisions ... would in any way prevent, hinder, or delay necessary action in coping with a disaster;” and

WHEREAS, under Section 418.018(c), the “governor may control ingress and egress to

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and from a disaster area and the movement of persons and the occupancy of premises in the area;” and

WHEREAS, under Section 418.173, the legislature authorized as “an offense,” punishable by a fine up to \$1,000, any “failure to comply with the [state emergency management plan] or with a rule, order, or ordinance adopted under the plan;”

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective immediately:

1. To ensure the continued availability of timely information about COVID-19 testing and hospital bed capacity that is crucial to efforts to cope with the COVID-19 disaster, the following requirements apply:
 - a. All hospitals licensed under Chapter 241 of the Texas Health and Safety Code, and all Texas state-run hospitals, except for psychiatric hospitals, shall submit to the Texas Department of State Health Services (DSHS) daily reports of hospital bed capacity, in the manner prescribed by DSHS. DSHS shall promptly share this information with the Centers for Disease Control and Prevention (CDC).
 - b. Every public or private entity that is utilizing an FDA-approved test, including an emergency use authorization test, for human diagnostic purposes of COVID-19, shall submit to DSHS, as well as to the local health department, daily reports of all test results, both positive and negative. DSHS shall promptly share this information with the CDC.
2. To ensure that vaccines continue to be voluntary for all Texans and that Texans’ private COVID-19-related health information continues to enjoy protection against compelled disclosure, in addition to new laws enacted by the legislature against so-called “vaccine passports,” the following requirements apply:
 - a. No governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine administered under an emergency use authorization.
 - b. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual’s vaccination status for any COVID-19 vaccine administered under an emergency use authorization. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.
 - c. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer’s vaccination status for any COVID-19 vaccine administered under an emergency use authorization. No consumer may be denied entry to a facility financed

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- in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine administered under an emergency use authorization.
- d. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.
 - e. This paragraph number 2 shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.
3. To ensure the ability of Texans to preserve livelihoods while protecting lives, the following requirements apply:
- a. There are no COVID-19-related operating limits for any business or other establishment.
 - b. In areas where the COVID-19 transmission rate is high, individuals are encouraged to follow the safe practices they have already mastered, such as wearing face coverings over the nose and mouth wherever it is not feasible to maintain six feet of social distancing from another person not in the same household, but no person may be required by any jurisdiction to wear or to mandate the wearing of a face covering.
 - c. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) is strongly encouraged to use good-faith efforts and available resources to follow the Texas Department of State Health Services (DSHS) health recommendations, found at www.dshs.texas.gov/coronavirus.
 - d. Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow guidance from the Texas Health and Human Services Commission (HHSC) regarding visitations, and should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible.
 - e. Public schools may operate as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency. Private schools and institutions of higher education are encouraged to establish similar standards.
 - f. County and municipal jails should follow guidance from the Texas Commission on Jail Standards regarding visitations.
 - g. As stated above, business activities and legal proceedings are free to proceed without COVID-19-related limitations imposed by local governmental entities or officials. This paragraph number 3 supersedes any conflicting local order in response to the COVID-19 disaster, and all relevant laws are suspended to the extent necessary to preclude any such inconsistent local orders. Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any conflicting or inconsistent limitation by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to \$1,000.

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4. To further ensure that no governmental entity can mandate masks, the following requirements shall continue to apply:
- a. No governmental entity, including a county, city, school district, and public health authority, and no governmental official may require any person to wear a face covering or to mandate that another person wear a face covering; provided, however, that:
 - i. state supported living centers, government-owned hospitals, and government-operated hospitals may continue to use appropriate policies regarding the wearing of face coverings; and
 - ii. the Texas Department of Criminal Justice, the Texas Juvenile Justice Department, and any county and municipal jails acting consistent with guidance by the Texas Commission on Jail Standards may continue to use appropriate policies regarding the wearing of face coverings.
 - b. This paragraph number 4 shall supersede any face-covering requirement imposed by any local governmental entity or official, except as explicitly provided in subparagraph number 4.a. To the extent necessary to ensure that local governmental entities or officials do not impose any such face-covering requirements, I hereby suspend the following:
 - i. Sections 418.1015(b) and 418.108 of the Texas Government Code;
 - ii. Chapter 81, Subchapter E of the Texas Health and Safety Code;
 - iii. Chapters 121, 122, and 341 of the Texas Health and Safety Code;
 - iv. Chapter 54 of the Texas Local Government Code; and
 - v. Any other statute invoked by any local governmental entity or official in support of a face-covering requirement.

Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any such face-covering requirement by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to \$1,000.

- c. Even though face coverings cannot be mandated by any governmental entity, that does not prevent individuals from wearing one if they choose.
5. To further ensure uniformity statewide:
- a. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order or allows gatherings restricted by this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the

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- COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.
- b. Confinement in jail is not an available penalty for violating this executive order. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes all pre-existing COVID-19-related executive orders and rescinds them in their entirety, except that it does not supersede or rescind Executive Orders GA-13 or GA-37. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 29th
day of July, 2021.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink that reads "Joe A. Esparza".

JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3:15pm O'CLOCK

JUL 29 2021



GOVERNOR GREG ABBOTT

July 30, 2021

Mr. Joe A. Esparza
Deputy Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3pm O'CLOCK

JUL 30 2021

Secretary of State

Dear Mr. Deputy Secretary:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation renewing the declaration stating that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in Texas.

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have issued proclamations renewing the disaster declaration for all Texas counties; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, a state of disaster continues to exist in all counties due to COVID-19;

NOW, THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby renew the disaster proclamation for all counties in Texas.

Pursuant to Section 418.017, I authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.

Pursuant to Section 418.016, any regulatory statute prescribing the procedures for conduct of state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with this disaster shall be suspended upon written approval of the Office of the Governor. However, to the extent that the enforcement of any state statute or administrative rule regarding contracting or procurement would impede any state agency's emergency response that is necessary to cope with this declared disaster, I hereby suspend such statutes and rules for the duration of this declared disaster for that limited purpose.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.



IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 30th day of July, 2021.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink that reads "Joe Esparza".

JOE ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
3pm O'CLOCK

JUL 30 2021

Resolution:
**Modifying & Extending the
Local Disaster Declaration**



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Honorable Mayor and City Council Members

FROM: Robert Hanna, City Manager

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Ground Lease and a City Facilities Lease with Abilene Convention Center Hotel Development Corporation, and a City Facilities Development Agreement with Garfield Public/Private for the Downtown Convention Center Hotel (Robert Hanna)

GENERAL INFORMATION

Ground Lease

On June 23, 2021, the Abilene Convention Center Hotel Development Corporation entered into a Design-Build construction agreement with DPR Construction to build a downtown convention center hotel. Construction of the hotel is part of the Downtown Convention Center Hotel project with the City of Abilene. The City of Abilene will enter into a ground lease with the Abilene Convention Center Hotel Development Corporation for an approximately 1 acre site across from the Convention Center on which the hotel will be built. The ground lease will be for a term of 40 years with an annual rent of \$1.00.

City Facilities Lease

On June 23, 2021, the City of Abilene entered into a Design-Build construction agreement with DPR Construction to build the downtown city convention facilities, which are part of the Downtown Convention Center Hotel project with the Abilene Convention Center Hotel Development Corporation. The city convention facilities will be constructed with the downtown hotel. In addition to the city convention facilities, surface parking will be constructed to serve the downtown hotel and convention facilities. The City of Abilene will enter into a city facilities lease with the Abilene Convention Center Hotel Development Corporation in order that the downtown hotel and the city convention facilities, including the surface parking, may be operated, maintained and managed as a single facility. The city facilities lease will be for a term of 40 years with an annual rent of \$1.00.

City Facilities Development Agreement

On October 7, 2019, the City of Abilene, the Abilene Convention Center Hotel Development Corporation, and Garfield Public/Private LLC entered into a Master Development Agreement for design and construction of a downtown convention center hotel and convention facilities project. The Master Development Agreement set forth the process whereby Garfield Public/Private would develop the project. As stated in the Master Development Agreement, the City and Garfield would enter into a separate City Facilities Development Agreement to set forth the parties' duties and obligations regarding the design and construction of the city convention facilities. A corresponding, separate Hotel Development Agreement has been entered into between Garfield and the Abilene Convention Center Hotel Development Corporation which set forth those parties' duties and obligations regarding the design and construction of the hotel facilities. As stated above, the City and the Corporation entered into Design-Build construction agreements with DPR Construction for the construction of the downtown hotel and convention facilities project. The City will now enter into the City Facilities Development Agreement with Garfield Public/Private LLC to complete the design and construction agreements for the project.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the Ground Lease, the City Facilities Lease, and the City Facilities Development Agreement.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2021 Resolution - Ground Lease, City Facilities Lease, City Facilities Dev Agmt
2. Lease exhibit
3. Approve Ground Lease, City Facilities Lease, City Facilities Dev Agmt

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A GROUND LEASE AND A CITY FACILITIES LEASE WITH THE ABILENE CONVENTION CENTER HOTEL DEVELOPMENT CORPORATION, AND A CITY FACILITIES DEVELOPMENT AGREEMENT WITH GARFIELD PUBLIC/PRIVATE LLC, ALL BEING PART OF THE DOWNTOWN HOTEL PROJECT.

WHEREAS, on June 23, 2021, the Abilene Convention Center Hotel Development Corporation entered into a Design-Build construction agreement with DPR Construction to build a downtown convention center hotel; and

WHEREAS, construction of the hotel is part of the Downtown Convention Center Hotel project with the City of Abilene; and

WHEREAS, as part of the project, the City of Abilene will enter into a ground lease with the Abilene Convention Center Hotel Development Corporation for an approximately 1 acre site across from the Convention Center on which the hotel will be built; and

WHEREAS, the ground lease will be for a term of 40 years with an annual rent of \$1.00; and

WHEREAS, on June 23, 2021, the City of Abilene entered into a Design-Build construction agreement with DPR Construction to build the downtown city convention facilities, which are part of the Downtown Convention Center Hotel project with the Abilene Convention Center Hotel Development Corporation; and

WHEREAS, the city convention facilities will be constructed with the downtown hotel; and

WHEREAS, in addition to the city convention facilities, surface parking will be constructed to serve the downtown hotel and convention facilities; and

WHEREAS, as part of the project, the City of Abilene will enter into a city facilities lease with the Abilene Convention Center Hotel Development Corporation in order that the downtown hotel and the city convention facilities, including the surface parking, may be operated, maintained and managed as a single facility; and

WHEREAS, the city facilities lease will be for a term of 40 years with an annual rent of \$1.00; and

WHEREAS, on October 7, 2019, the City of Abilene, the Abilene Convention Center Hotel Development Corporation, and Garfield Public/Private LLC entered into a Master Development Agreement for design and construction of a downtown convention center hotel and convention facilities project; and

WHEREAS, the Master Development Agreement set forth the process whereby Garfield Public/Private would develop the project; and

WHEREAS, pursuant to the Master Development Agreement, the City and Garfield would enter into a separate City Facilities Development Agreement to set forth the parties' duties and obligations regarding the design and construction of the city convention facilities; and

WHEREAS, a corresponding, separate Hotel Development Agreement has been entered into between Garfield and the Abilene Convention Center Hotel Development Corporation which set forth those parties' duties and obligations regarding the design and construction of the hotel facilities; and

WHEREAS, as part of the project the City will enter into the City Facilities Development Agreement with Garfield Public/Private LLC to complete the design and construction agreements for the project; and

WHEREAS, staff makes its recommendation for the City Council to approve a ground lease and a city facilities lease with the Abilene Convention Center Hotel Development Corporation, and approve the City Facilities Development Agreement with Garfield Public/Private LLC, all being part of the downtown convention center hotel project.

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

Part 1: The City Council authorizes the City Manager to execute a Ground Lease with the Abilene Convention Center Hotel Development Corporation for the purpose of construction and operation of the downtown convention center hotel.

Part 2: The City Council authorizes the City Manager to execute a City Facilities Lease with the Abilene Convention Center Hotel Development Corporation for the purpose of operating, maintaining and managing the city convention facilities along with the downtown convention center hotel.

Part 3: The City Council authorizes the City Manager to execute a City Facilities Development Agreement with Garfield Public/Private, LLC for the purpose of design and construction of the city facilities portion of the downtown convention center hotel.

Part 4. That this Resolution takes effect immediately upon its adoption.

ADOPTED this 12th day of August, 2021.

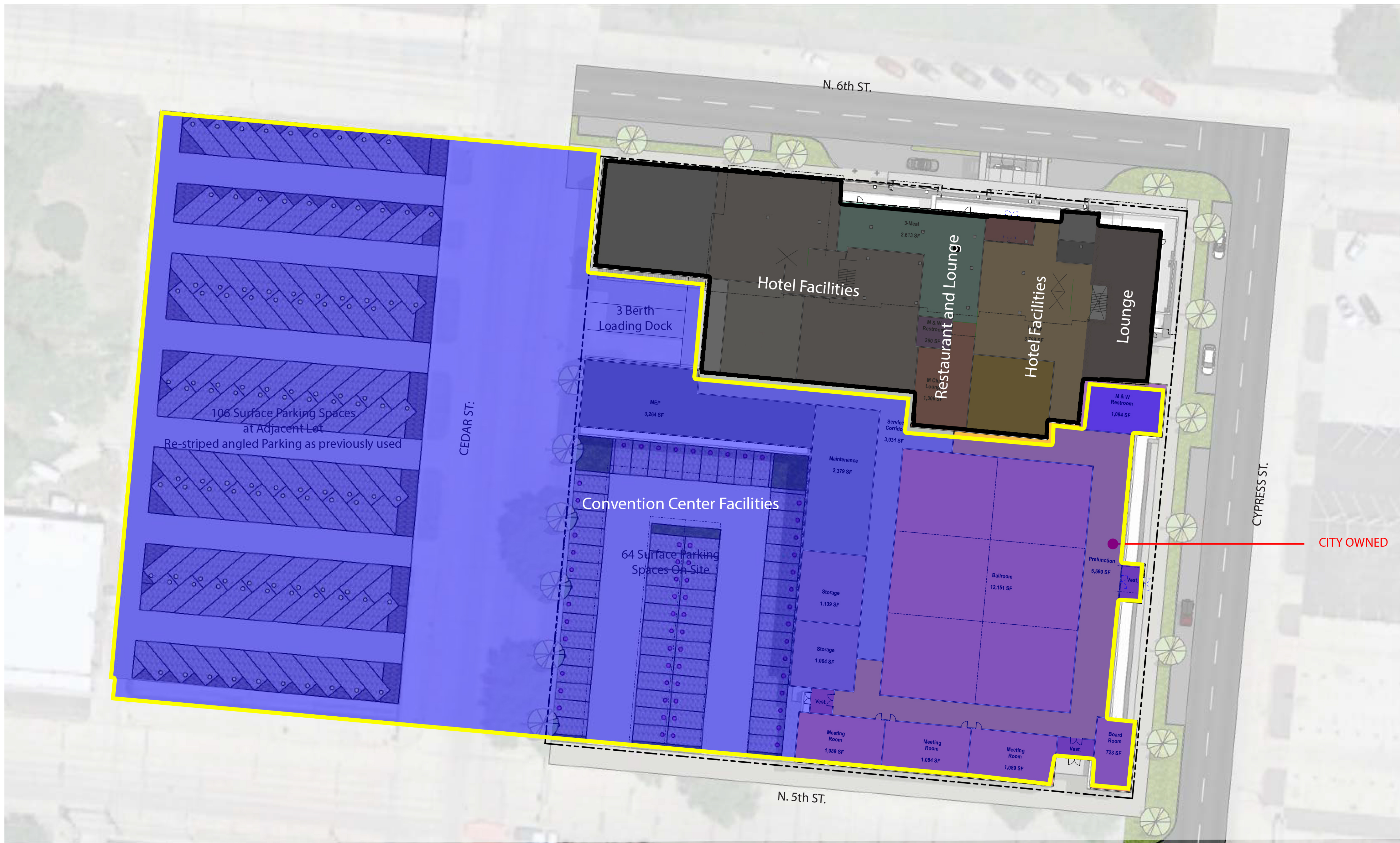
ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



Abilene - Convention Center Hotel

Abilene , Texas 03.06.2019

CITY OWNED

**APPROVE GROUND LEASE, CITY FACILITIES
LEASE, AND CITY FACILITIES DEVELOPMENT
AGREEMENT FOR ABILENE'S DOWNTOWN
CONVENTION CENTER HOTEL**





**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Cande Flores, Fire Chief

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action To Execute an Agreement with WHP Training Towers for the Supply and Installation of Padgenite Super HD Thermal Lining for the Abilene Fire Department Burn Building. (*Cande Flores*)

GENERAL INFORMATION

The Abilene Fire Department (AFD) utilizes a burn building constructed by WHP Training Towers, for live fire training. This is for ongoing education as well as the training of new fire recruits. The Padgenite thermal lining is a product that lines the walls and ceilings of rooms identified to contain live fire props. This lining protects the structural elements of the building from heat and damage.

SPECIAL CONSIDERATIONS

The AFD burn building, located at the Fire Training Field at 4242 East Lake Road, is a two-story, professional facility that was constructed in 2011. The original construction included (2) rooms lined in Padgenite material. Additional material was added to the burn building in 2015, which created a third burn room.

The current burn liner is heavily damaged due to extensive use. This damage was anticipated as the liner was expected to last between 7-10 years. All of the current liner is in need of replacement.

FUNDING/FISCAL IMPACT

The total cost of this contract is for \$122,058.28. This includes materials quoted at \$86,150.28,

freight quoted at \$5,434, and labor quoted at \$30,468. This reflects GSA pricing, which guarantees best pricing.

Funding for this contract will come from the AFD Fire Apparatus Fund.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution to authorize the execution of the Agreement.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - WHP
2. Abilene Lining Proposal
3. AFD Burn Liner Replacement

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICES AGREEMENT WITH WHP TRAINING TOWERS FOR THE SUPPLY AND INSTALLATION OF PADGENITE SUPER HD THERMAL LINING FOR THE ABILENE FIRE DEPARTMENT TRAINING FIELD BURN BUILDING.

WHEREAS, the Abilene Fire Department (AFD) utilizes a burn building to conduct live fire training for continuing education and for the training of new fire recruits.

WHEREAS, WHP Training Towers is an approved vendor for the City of Abilene and constructed the original burn building at the AFD Training Field.

WHEREAS, the original burn building liner has reached the age of 10 years and is in need of replacement due to extensive use over this period of time.

WHEREAS, the quote received is based on GSA Contract Pricing which guarantees best pricing.

WHEREAS, \$122,058.28 will be funded through the AFD Apparatus Replacement Fund.

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

Part 1: The City Manager is hereby authorized to execute a Services Agreement with WHP Training Towers for the supply and installation of thermal lining for the AFD burn building.

Part 2: This Resolution shall take effect immediately from and after passage.

ADOPTED and approved by the City Council on the 12nd of August, 2021.

ATTEST:

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

APPROVED:

Stanley Smith
City Attorney



July 28, 2021

Ref. Number: Q-2116656 Rev B (via email)

John Brunett, Deputy Fire Chief
Abilene Fire Department
250 Grape Street
Abilene, TX 79603

325-676-6696
John.brunett@abilenetx.gov

Dear Chief Brunett:

We are pleased to provide you with the following **GSA** pricing quote for the supply and installation of 1,882 square feet (\$45.18sf) of Padgenite Super HD™ (**WHPPADSUP**) thermal lining for the three existing burn rooms at the Abilene Fire Department's burn building under **GSA Contract #GS-07F-5448P**. We will supply all necessary material as noted, labor, freight, drawings, battens, fasteners, chemicals, insulating liner panels and six thermocouples (**WHPTC**) (two per burn room, \$186.92ea) for proper installation as follows:

GSA Materials are quoted at:	\$86,150.28
Freight is quoted at:	\$5,434.00
Labor is quoted at:	\$30,468.00
Total:	\$122,058.28

All pricing is in US Dollars and is valid for 30 days. Labor is determined based upon a single trip charge. If additional trips are necessary additional trip charges would need to be added.

Off Loading Material: Freight costs have been determined based on owner off-loading crated material via lift gate truck delivery prior to arrival of WHP crews to provide installation. WHP can provide off-loading of crated material, however freight costs would need to be quoted and re-calculated for delivery on a specific day for WHP's removal to be scheduled.

Schedule: We would require 2-4 weeks to prepare conceptual drawings after award of the contract or purchase order and 16-18 weeks for delivery after receipt of approved drawings. If the existing structure is adequate

construction would be completed in approximately 2-3 weeks and will be scheduled at a date that will be agreeable to the Abilene Fire Department and WHP.

Exclusions: We exclude from our proposal: prevailing wage rates, demolition of existing face panels and battens, supply and installation of hat channels, bonds, taxes, permits, special insurance requirements if any, field painting of exterior handrails, structural modifications to existing structure, mechanical, electrical, concrete foundations, slab on grade, site work, engineering layout and general condition items and any other miscellaneous fees. Assumption is made that the structure is sound and ready for installation of lining system, WHP excludes any additional work needed to bring structure up to installation standards.

Terms: For materials a deposit of 25% on the building package is due on receipt of order (signing of contract). Balance of payment on materials due on delivery to site. No retention on materials. Labor will be billed monthly. Invoices not in dispute over 30 days will be assessed 1 ½ % per month on balances in excess of 30 days. Financing is available through lease purchase programs.

We hope you will find this proposal acceptable and we look forward to working with you.

Sincerely,



Capt. Rob Van Bibber (Ret.)
WHP TrainingTowers™
1-800-351-2525
rob_vanbibber@trainingtowers.com

Approval

Print Name_____

Signature_____

Date_____

Tax Exempt
Number_____

Burn Building Liner Replacement

ABILENE FIRE DEPARTMENT

August, 2021



AFD BURN BUILDING

- Constructed in 2011 by WHP Training Towers
- Originally constructed with (2) burn rooms
 - (1) Upstairs
 - (1) Downstairs
- A second downstairs room added in 2015
- All burn rooms are lined with Padgenite
 - WHP-patented product
 - Protects structural elements from damage
 - Estimated life of 7-10 years
- Live burns conducted for:
 - New fire recruit training
 - Ongoing firefighter education



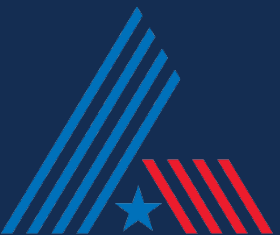
PADGENITE LINER

- WHP Patented Product
- Sheetrock-like material that protects the structural elements from heat and subsequent damage
- Fully lines the walls and ceilings of each burn room
- Live fire can only be utilized in rooms with Padgenite liner
- Must be professionally installed
- Requires proper curing after installation

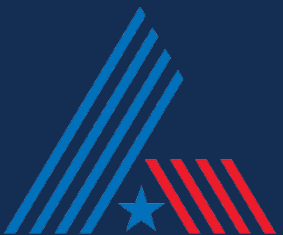


NEED FOR REPLACEMENT

- Original liner has reached 10-year mark
- Liner added in 2015 was paired with original liner
- All liner is showing heavy damage due to extensive usage



Additional Damage



COSTS AND FUNDING

- GSA Contract #GS-07F-5448P

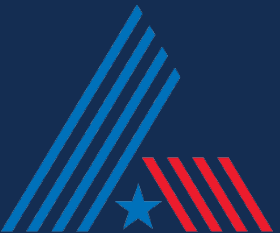
GSA Materials: \$86,150.28

Freight: \$5,434.00

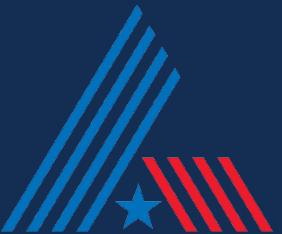
Labor: \$30,468.00

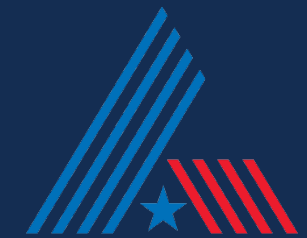
Total Quote: \$122,058.28

- Total of 1,882 square feet of burn liner and accessories
- Funding will come from the AFD Fire Apparatus Replacement Fund



Questions?







**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

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 Approval of Single-Family Rehabilitation/Reconstruction Program Project Budgeted with HOME Program Funds *(Tim Littlejohn)*

GENERAL INFORMATION

Neighborhood Services (NS) is seeking Council approval of a Resolution in support of a HOME-funded Single-Family Rehabilitation/Reconstruction Program project located at 1218 Cherry Street. The Single-Family Rehabilitation/Reconstruction Program is an eligible program under the HOME program which requires that the home being improved meet local building codes. The Single-Family Rehabilitation/Reconstruction Program is discussed in both the FY 2020-2024 Consolidated Plan and the FY 2020/2021 Action Plan that strategically addresses the City's goals and objectives for housing and community development over the course of a five-year period.

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

There will be no local budgetary impacts. The project cost of \$170,300 is to be funded using FY 2020/2021 HOME Entitlement of \$440,520.

STAFF RECOMMENDATION

Staff recommends approval of the attached Resolution approving the Single-Family Rehabilitation/Reconstruction Program Project located at 1218 Cherry Street with Mackie Construction.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 1218 Cherry Street Resolution SFR-Recon Project
2. AGREEMENT
3. CB2141 TABSHEET
4. Council. PP

RESOLUTION NO. _____

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

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

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

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

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

WHEREAS, the City received bids on July 29, 2021 for the Single-Family Rehabilitation/Reconstruction Project located at 1218 Cherry Street with the lowest bid being received from Mackie Construction in the amount of \$170,300.

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

Part 1. That the FY 2020/2021 Single-Family Rehabilitation/Reconstruction Program project at 1218 Cherry Street funded by the HOME Program in the amount of \$170,300 is hereby approved.

Part 2. That the financial assistance authorized by the Community Development Block Grant and HOME Programs referred to above, is required to enable the City of Abilene to carry on appropriate community development activities, directed toward meeting the stated objectives of the program.

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

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

ADOPTED this August 12th, day of 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

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

This agreement is between the City of Abilene ("City"), and applicant for the Single-Family Rehabilitation/Reconstruction Program, Samuel Renteria and Josefina Renteria (hereinafter "Homeowner" whether one or more persons), and Mackie Crossan dba Mackie Construction ("Contractor"). This Agreement applies only to the dwelling unit located 1218 Cherry Street, Abilene, Texas ("Property").

I. Purpose

The Homeowner desires Neighborhood Services (NS) to bid out the demolition and reconstruction of the real property located at 1218 Cherry Street, Abilene, Texas. The work to be completed shall include general Rehabilitation/Reconstruction and/or lead abatement if, applicable. The Contractor shall perform the improvements and/or repairs according to the project specifications and building plans.

II. Term

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

III. The Contract Documents

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

IV. References to Parties

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

V. Use of HOME Program Funding

- A. The HOME Program funding provided by the City is in the amount of \$170,300.00.
- B. At the time Homeowner is approved for HOME Program assistance, Homeowner shall have an ownership interest in and occupy the Property to be reconstructed as the Homeowner's principal residence. Homeowner agrees to continue to occupy the Property as his/her principal residence for twenty (20) year period from the date of this agreement, the period of affordability.
- C. The balance due on the forgiven, deferred loan will decrease 1/240 monthly for twenty (20) year period beginning August 13th, 2021 and ending August 13th, 2041. This is the period of affordability.
- D. Homeowner shall qualify as a low-income household with a gross household income that does not exceed 80% of the area median income as established by the U.S. Department of Housing and Urban Development for the Abilene area, adjusted for household size, and as update annually.
- E. The HOME Program assistance provided by the City shall be secured by a promissory note and recorded subordinate deed of trust (no lower than second position).
- F. If, during the affordability period, the Homeowner sells or transfers title to the Property, rents or leases the Property, refinances the Property with cash-out, or if Homeowner no longer lives in the Property as his/her principal residence, all of part of the deferred payment loan will be due in an amount that shall be reduced pro-rata based upon the time (in full month) that the Homeowner has utilized the Property as his/her principal residence. However, in the event Homeowner sells the Property, if the net proceeds from the sale are less than the amount of HOME assistance due, the amount due shall be reduced in accordance with 24 CFR 92.254(a)(5)(ii)(A)(2). The amortized Rehabilitation/Reconstruction loans shall be due in full.
- G. An exception to the loans becoming due as stated in paragraph F, above, may be made in the event the person having interest in the property is able to qualify under the requirements of the HOME Program and enters into an agreement with the City.
- H. Housing reconstruction work will provide construction necessary to bring the Property into compliance with the City of Abilene's applicable building codes; the City's housing Rehabilitation/Reconstruction program standards; and applicable lead-based paint regulations (24 CFR 92.251 & 92.355). Rehabilitation/Reconstruction work to be performed will be completed in accordance with the written work specification for the Property and fully executed. All codes, standards, and regulations noted are incorporated by reference.

- I. The HOME statute and the HOME regulation at 24 CFR 92.250(a) limit the amount of HOME funds that a Participation Jurisdiction (PJ) may invest in a HOME-assisted unit. The maximum rehab for the single-family house located at 1218 Cherry Street, Abilene, TX is classified as modest housing and according to 24 CFR 92.250 HOME assistance in the amount of \$170,300.00 does not exceed the per unit maximum subsidy limit of \$243,000.

Estimated Start Date: September 13th, 2021 Estimated Completion January 13th, 2022.

VI. Duties of Homeowner

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

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

VII. Duties of Contractor

- A. The Contractor shall perform all work required by the Contract Documents for the commencement and completion of the following: The construction of certain repairs and/or improvement to the residence located at 1218 Cherry Street, ABILENE, TEXAS, TAYLOR, COUNTY, TEXAS 79602-3909; said improvements consisting of all "required items" listed on the Specifications and Contractor's Bid and Proposal, including all necessary and required work in connection therewith. Work is to be commenced and completed under the terms of the Agreement. The Contractor agrees to furnish, at his own cost and expense, all of the materials, supplies, machinery, equipment, tools, insurance, supervision, labor and other accessories and services which are necessary to complete the construction project in accordance with the conditions, plans, specifications, and prices stated in the respective Contract Documents referred to in the Agreement.
- B. Duties of the Contractor also include, but are not limited to: communicating with the Homeowner and the City regarding status of the work during the construction period: notifying the City in writing with justification delineating and supporting the need for any change order (including itemized cost information); completing any items identified on the final building inspection and NS inspection; and adhering to warranties as specified under item VII. D (4) of the Contract.
- C. Contractor hereby agrees to complete this Project in a good and workmanlike manner, according to the Plans and Specifications agreed upon by the Parties, and according to all other Contract Documents mentioned in Article III of the Agreement. Contractor further agrees to employ only those reliable, workers and subcontractors who, to the best of his or her knowledge, are competent and skillful in the performance of the types of work required under this Contract. In compliance with 24 CFR 570.609, Contractor represents that at the time of execution hereof, Contractor and subcontractors (if any) are not listed on the HUD Disbarred Contractor's List or removed from the NS Pre-Approved Contractors List. Contractor further agrees to discharge from the Project any workers, who are, in the Homeowner's opinion, incompetent, unreliable, or disorderly, when Homeowner Provides Contractor with written notice of same. Such workers so discharged shall not be re-employed on the Project without Homeowner's written consent.
- D. Warranties
- For good and valuable consideration Contractor provides the following warranties:
1. Contractor is skilled and experienced in the type of work described herein:

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



Contractor Initials

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

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

F. Breach of Warranty: Remedies

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

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

G. Final Clean Up

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

H. Risk of Loss

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

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

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

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

K. Lead Based Paint Products

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

L. Permits and Codes

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

M. Contractor to Furnish Names and Addresses

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

N. Licensing/Bonding

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

VIII. Insurance

A. General Requirements

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

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

B. Additional Requirements

The required liability insurance and their certificates must:

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

C. Types and Amounts of Insurance

The following insurance is required under this contract:

- | | | |
|----|--|---|
| 1. | Commercial (Public) Liability
Including, but not limited to:
Premises/Operations <ul style="list-style-type: none">• 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) |
| 2. | Business Automobile Liability
To include coverage for: <ul style="list-style-type: none">• Owned/Lease Auto• Non-owned Autos• Hired Cars | \$500,00 combined single
limit for bodily injury
and property damage
(per occurrence) |

IX. Disbursement of Funds

- A. Funds will be disbursed on a reimbursement basis per payment schedule or percent completed of contracted amount, plus any change orders, less 10% retainage, according to the schedule found in Article X of this Agreement.
- B. Partial payments may be made after:
 - 1. Inspections by NS and City building officials (if required)
 - 2. Contractor Request for Payment and Certification of Inspection, signed by the Homeowner and the NS Inspector
 - 3. Contractor must executed Lien Waiver, for the specified amount(s) paid to him/her AND from all subcontractors receiving such partial or in-progress payments.
- C. Upon completion of the Rehabilitation/Reconstruction work, retainage funds will be held for thirty (30) days and will be paid after the following requirements are met:
 - 1. The Contractor shall submit a final Contractor Request for Payment, signed by the Homeowner and the NS Inspector in the amount of the 10% retainage.
 - 2. The NS Inspector, Homeowner, and Contractor, will execute the final Certification of Inspection.
 - 3. Contractor shall submit proof of Payment Affidavit and Lien Waiver from each person/entity so named before final payment will be made.

X. Contract Sum and Payment Schedule

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

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

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

TOTAL \$ 170,300.00

XI. Financing Arrangements---Security

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

XII. Liability Assumption of Risk and Indemnity

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

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

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

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

The City, contractor and Homeowner must provide the other promptly and timely notice of any covered event which in anyway affects or might affect any party. The City has the right to compromise and defend the same to the extent of its own interests.

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

XIII. Lien

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

XIV. Property Standards

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

XV. Duties of City of Abilene

- A. Roles and responsibilities of the City include, but are not limited to: ensuring payment to Contractor as set forth in the Rehabilitation/Reconstruction contract, communication with the

Homeowner and Contractor regarding all administrative procedures that affect completion of reconstruction work; advising the Homeowner regarding City property standards, building code requirements, local property standards and housing Rehabilitation/Reconstruction standards which may affect the prioritization of work items; and documenting project files in compliance with all applicable HUD regulations.

- B. Roles and responsibilities of the City, the Homeowner, and the Contractor are more specifically outlined in the NS Single-Family Rehabilitation/Reconstruction Program Guidelines, incorporated herein by reference.

XVI. Written Agreement Provisions

A. Modification

Homeowner and Contractor expressly agree that no material changes or alterations in the description of work or price provided in the Agreement shall be made unless in writing and mutually agreed to by Contractor, Homeowner, and NS.

- B. Change orders may be authorized for necessary work items that were initially overlooked which could not be determined until the course of the reconstruction work had already begun. Change orders must be approved in writing by Homeowner, City NS manager and department director prior to the commencement of the proposed changed work, in order for such cost to be reimbursable.

- C. Change order risk shall be carried by Contractor.

- D. Homeowner or Contractor with concerns about the administration or operation of the Rehabilitation/Reconstruction Program should communicate these concerns to the Housing Counselor in writing. If concerns cannot be negotiated or resolved successfully between the parties, a party may request a decision from the Neighborhood Services Manager. The program procedures may be found in the NS Single-Family Rehabilitation/Reconstruction Program Guidelines.

- E. Homeowner agrees to abide by the HOME regulations as set forth in 24 CFR part 92, which is incorporated as part of this agreement by reference. A copy of the regulation can be accessed at. <http://www.hud.gov/offices/cpd/affordablehousing/lawsandregs/regs/finalrule.pdf>.

F. Equal opportunities

Contractor and Homeowner agree to provide equal opportunity to all persons without discrimination as to race, color, religion, national origin, sex, marital status, age, and status with regard to public assistance or disability.

G. Interpretation of Contract

In the event of any dispute, this Agreement shall be interpreted in accordance with Texas law.

H. Boycott of Israel

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

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

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

XVII. Completion and Liquidated Damages

- A. The commencement and completion dates are essential conditions of the Agreement. The work must begin as stated in the Notice to Proceed. The Contractor must proceed with the work at a rate of progress to ensure full completion within the contract time. The Contractor and the Homeowner expressly agree that the contract time for completing the work is a reasonable time as determined by the parties considering the average climatic and economic conditions and other factors prevailing in the locale. Because time is of the essence in this contract, liquidated damages apply to its performance. For each working day that any work remains uncompleted after the final completion time as stated in the Notice to Proceed, the City may deduct the amount stated below from money due to the Contractor.
1. If \$1.00 to \$25,000.00 is due to Contractor, the deduction amount will be \$10.00 per working day.
 2. If \$25,001 or more is due to Contractor, the deduction amount will be \$15.00 per working day.
 3. The sums of money deducted for failure to complete any portion of the work on time are not a penalty, but are reasonable liquidated damages, per working day, for defaulting on the contracted final completion date. The Homeowner and Contractor agree to fixed amounts because it is impractical and extremely difficult to ascertain actual damages that would be sustained. The Contractor or Contractor's surety must promptly pay any additional amounts if the amount the City withholds from money due the Contractor does not cover the amount of liquidated damages.
 4. The City will not charge Contractor liquidated damages or any excess cost when Contractor has given prompt written notice to Homeowner and NS prior to completion date, and NS confirms the delay in completion of the work is due to:

5. Any preference, priority or allocation order issued by NS; unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including acts of God, of the public enemy, of NS or another contractor or the performance of a contract with NS, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and abnormal and unforeseeable weather; or any delays of subcontractors caused by the same occurrences that are previously listed above.

Executed this _____ day of _____, 2021

Homeowner

Printed Name

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

Notary Public, State of Texas

Print Name

Commission Expires

Executed this _____ day of _____, 2021

Homeowner

Printed Name

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

Notary Public, State of Texas

Print Name

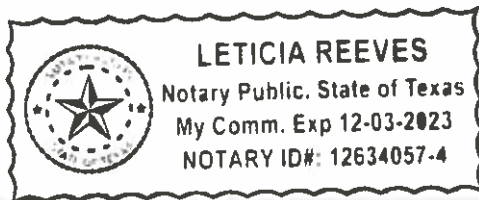
Commission Expires

Mackie Crossan
Contractor

Federal Tax ID#

Owner
Title

This instrument was acknowledge before me on the 3rd day of
August, 2021 by Mackie Crossan



Leticia Reeves
Notary Public, State of Texas

Leticia Reeves
Print Name

12-03-2023
Commission Expires

CITY OF ABILENE

Robert Hanna, City Manager

ATTEST:

Shawna Atkinson, City Secretary

APPROVED:

Stanley Smith, City Attorney

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

PAGE
1 OF 1

DEPARTMENT: ONS
BID NO.: CB-2141
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: JULY 29, 2021

MACKIE CONSTRUCTION
ABILENE, TX

C.E. VANN CONSTRUCTION
OF ABILENE LLC
ABILENE, TX

RICKS CONSTRUCTION
ABILENE, TX

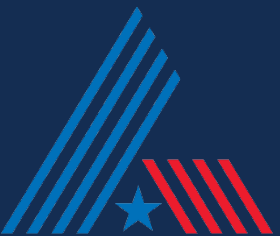
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	SINGLE-FAMILY REHABILITATION/RECONSTRUCTION PROGRAM				170,300.00		185,000.00		198,497.00						
BASE BID					170,300.00		185,000.00		198,497.00						
DISCOUNT															
TOTAL BID					170,300.00		185,000.00		198,497.00						

*NOTES: INDICATES RECOMMENDED AWARD

NEIGHBORHOOD SERVICES

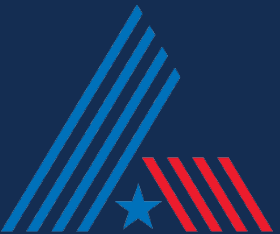
SINGLE-FAMILY REHABILITATION/RECONSTRUCTION PROJECT

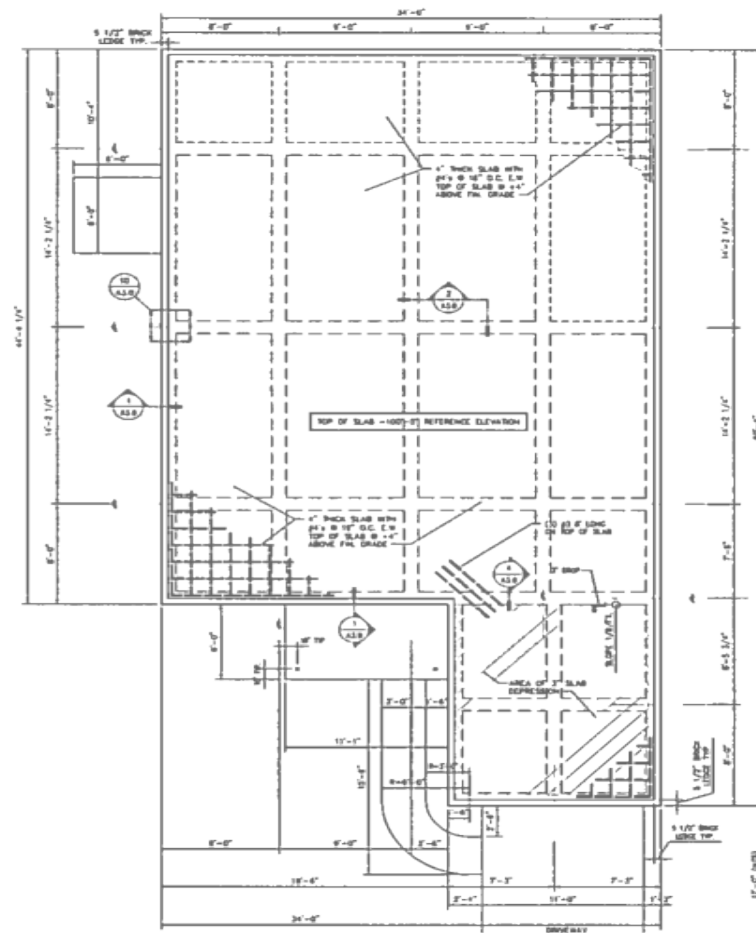
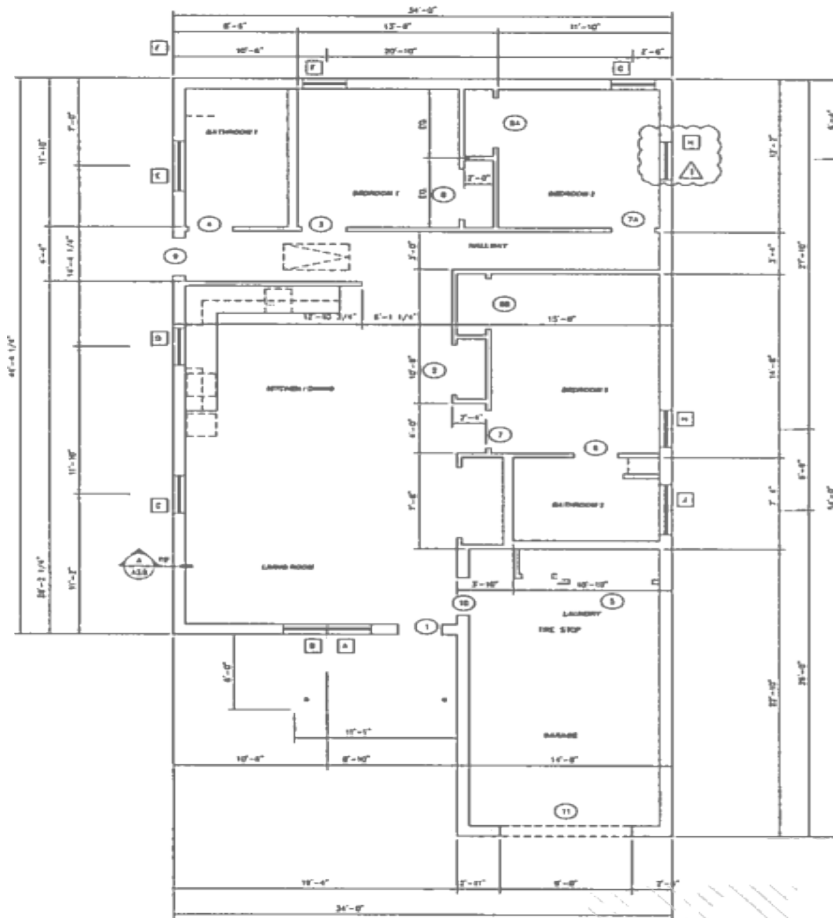
1218 Cherry Street



Agenda Item: Reconstruction Project #CB-2141

- The Agreement for this owner-occupied project involves the Demolition and Reconstruction of a substandard existing property. The project will provide the family a safe and secure home.
- Project Advertised July 11, 2021 & July 18, 2021. Bids were opened July 29, 2021.
- Three bids were received.
- Staff recommends award of contract to Mackie Construction, in the amount of \$170,300.





FOUNDATION PLAN - HOUSE 5
SCALE: 1/8" = 1'-0"

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	05/03/21	ADD 000000	
2			
3			
4			
5			

Page 170 of 606



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

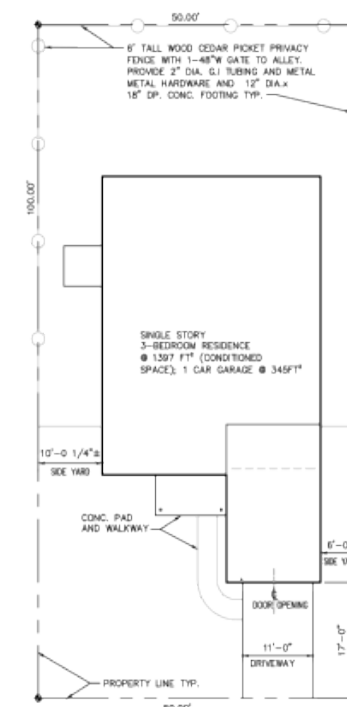
WINDOW			GLAZING	REMARKS
NCL	SIAT	SIZE	DBL GLZ	DOUBLE HUNG WITH ARGON GAS
A	NC	3050	DBL GLZ	DOUBLE HUNG WITH ARGON GAS
B	NC	3050	DBL GLZ	DOUBLE HUNG WITH ARGON GAS
C	NC	3050	DBL GLZ	DOUBLE HUNG WITH ARGON GAS
H	NC	3038 (42" TALL)	DBL GLZ	DOUBLE HUNG WITH ARGON GAS
E	ALUM	4012	DBL GLZ	3 EXPR. EXTRUDED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

1. ALL EXTERIOR WINDOW AND DOOR OPENINGS SHALL BE COMPLETELY FLASHED AND SEALED TO SHEATHING. FILL ALL GAPS WITH SPRAY-TYPE FOAM INSULATION.
2. CONTRACTOR TO PROVIDE AND INSTALL MINI BLINDS
3. TEMPERED GLASS REQUIRED WHEN NEAREST VERTICAL EDGE GLAZING IS WITHIN A 24" ARC OF EITHER VERTICAL EDGE OF THE DOOR. SEE R3208.4.2. (DOOR 1)



The authors thank the following people for their assistance in the collection of data: Mary Ann Berman, David Berman, and the staff of the University of Maryland System.

SINGLE-FAMILY DWELLING
FOR
CITY OF ABILENE
ABILENE, TX



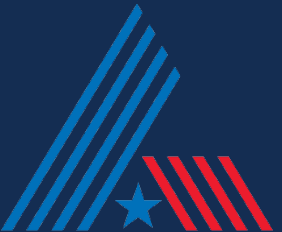
A2.0 SCALE: 1"=10'-0"

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

SITE PLAN, EXT. ELEV.
SCHEDS & ROOF PLAN

444 N. 1st STREET
SUITE 200
ARLINGTON, TEXAS
(817) 691-1200

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: **12. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of the Territory, all the Rights and Privileges of Other Citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Abilene; and Adopting a Service Plan Agreement (Michael Rice)**

GENERAL INFORMATION

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance
2. Service Agreement
3. Survey Parcel
4. GIS parcel
5. Petition for Voluntary Annexation
6. Voluntary Annexation Ordinance Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF ABILENE, TEXAS, AND FOR THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT AND CONTIGUOUS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ABILENE. AND GRANTING TO ALL THE INHABITANTS OF THE TERRITORY, ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF ABILENE; AND ADOPTING A SERVICE PLAN AGREEMENT

WHEREAS, Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed;

WHEREAS, on May 27, 2021, the property owner of approximately 27 acres of property filed a petition for annexation with the City of Abilene;

WHEREAS, pursuant to Texas Local Government Code Section 43.016, the City has made offer of a development agreement for agricultural, wildlife management or timber land, and that offer has been rejected by the property owner;

WHEREAS, the procedures prescribed by the Charter of the City of Abilene, and Texas law have been duly followed with respect to the following described territory, to wit:

Exhibit A, incorporated and made part of this Ordinance for all purposes.

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

PART 1. That the territory set out on Exhibit "A," attached hereto and made part of this Ordinance for all purposes, lying adjacent and contiguous to the present boundaries of the City of

Abilene, Texas, is hereby added and annexed to the City of Abilene, Texas, and said territory described in Exhibit "A" shall be included within the boundary limits of the City of Abilene and the present boundary limits of the City of Abilene, at various points contiguous to the area described in Exhibit "A" are altered and amended so as to include the area within the corporate limits of the City of Abilene, Texas.

PART 2. That upon final passage hereof, the annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned RS-6, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

PART 3. An Annexation Services Agreement for the annexed territory, attached as Exhibit "B" is hereby approved as a part of this ordinance.

PASSED ON FIRST READING, this 12th day of August, 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 8th day of August, 2021, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, on the 26th day of August, 2021, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 26th day of August, 2021.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT "B"

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE AND HSH VENTURES LLC

This Municipal Services Agreement ("Agreement") is entered into on this the ____ day of _____, 2021, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, ("City") and HSH Ventures LLC ("Owner").

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement;

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

WHEREAS, the City elects to annex such area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Taylor County, Texas, which consist of approximately 27 acres of land in the City's extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibit A, attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as a petition for annexation dated May 27, 2021;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the City Council; and

NOW THEREFORE, in exchange for mutual covenants, conditions and promises contained herein, the City and Owner agree as follows:

1. PROPERTY

This Agreement is applicable to the Property described in Exhibit A.

2. INTENT

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES

New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x. Code Enforcement – The City's Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

5. AUTHORITY

City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. SEVERABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

7. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

8. 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.

9. NO WAIVER

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date written above, which shall be the effective date of annexation of the Property.

CITY OF ABILENE

By:

Title:

OWNER

By: HSH Ventures, LLC – Jordan Hibbs

Title: Member/Authorized Representative

Address: 2326 Biltmore Ct.
Abilene, TX 79606

Phone Number: 325-370-7361

A handwritten signature in blue ink, reading "Jordan S. Hibbs", is enclosed within a blue rectangular box.

ATTEST:

City Secretary

ATTEST: (If Corporation)

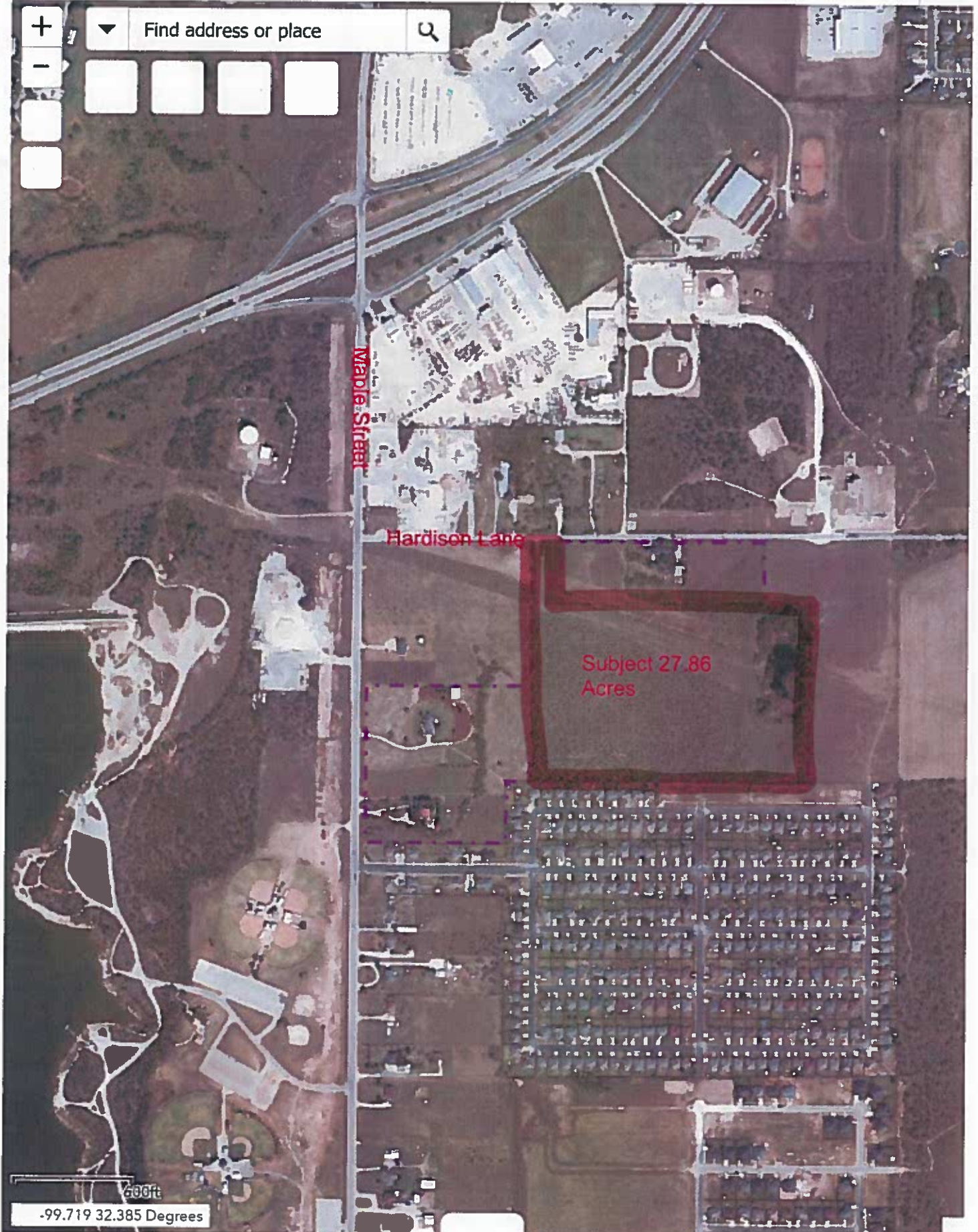
Katy Hibbs
Corporation's Secretary

A handwritten signature in blue ink, reading "Katy Hibbs", is written over the printed name.

Corporate Seal (if available)

APPROVED:

By:
City Attorney





May 27, 2021

City of Abilene
555 Walnut St.
Abilene, Texas 79601
Attn: Mr. Robert Hanna, City Manager

Re: Voluntary Annexation of Approximately 27 Acres at Maple Street and Hardison Lane

Dear Mr. Hanna:

On behalf of HSH Ventures, LLC, we are requesting voluntary annexation of approximately 27 acres, located southeast of the intersection of Maple Street and Hardison Lane in southeast Abilene. Additionally, we would like to request the subject property be annexed under RS-6 zoning requirements in lieu of the normal AO zoning annexed property.

I have attached a metes and bounds description of the subject property along with an area map for your reference.

Should you have any questions, please do not hesitate to email me at david.todd@e-ht.com or call me at 325-698-5560.

Sincerely,

Enprotec / Hibbs & Todd, Inc.

A handwritten signature in black ink, appearing to read 'David Todd'.

David Todd, P.E.

DT/jd

Attachments: Metes and Bounds Description of Subject Property
Area Map

c: HSH Ventures, LLC
Mike Warrix, Planning Director
Project File 6900

Environmental, Civil & Geotechnical Engineers

Abilene Office
402 Cedar
Abilene, Texas 79601
P.O. Box 3097
Abilene, Texas 79604
325.698.5560 | 325.690.3240 fax

Lubbock Office
6310 Genoa Avenue, Suite E
Lubbock, Texas 79424
806.794.1100 | 806.794.0778 fax

www.e-ht.com

Granbury Office
1310 Weatherford Highway, Suite 116
Granbury, Texas 76048
682.498.6000 | 682.498.6293 fax

PE Firm Registration No. 1151
PG Firm Registration No. 50103
RPLS Firm Registration No. 10011900

Ordinance

Voluntary Annexation

Approximately 27 Acres on Hardison Lane
beginning approximately 800+ feet east of Maple Street



Voluntary Annexation

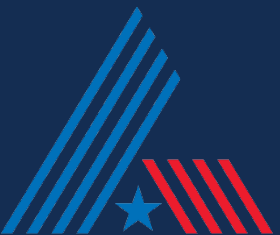
HSH Ventures, LLC requested a Voluntary Annexation into the City of Abilene city limits on May 27, 2021.

State Law requires all Cities to offer a Non-Annexation agreement prior to proceeding with any voluntary annexation request. A Non-Annexation agreement was provided to HSH Ventures, LLC, and the agreement was declined on July 30, 2021.

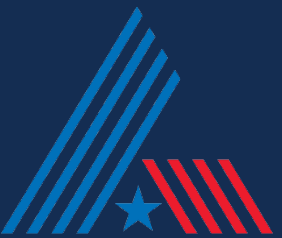
In accordance with State Law, the City of Abilene has provided HSH Ventures, LLC with a Municipal Services Agreement which HSH Ventures, LLC has signed.

HSH Ventures, LLC has requested a RS-6 Zoning for the entire tract of land under consideration for Annexation.

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



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Honorable Mayor & Members of City Council

FROM: Robert Hanna, City Manager

SUBJECT: 13. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Resolution of the Abilene Convention Center Hotel Development Corporation Authorizing the Issuance of the Corporation's Hotel Revenue Bonds; Approving Execution and Delivery of All Agreements and Documents Related to the Development, Construction and Operation of the Convention Center Hotel Project; and Enacting Other Provisions Relating to the Subject (Robert Hanna)

GENERAL INFORMATION

On August 5, 2021, the Abilene Convention Center Hotel Development Corporation approved the following Resolution:

Authorizing the Issuance of the Abilene Convention Center Hotel Development Corporation First-Lien Hotel Revenue Bonds, Series 2021A and the Abilene Convention Center Hotel Development Corporation Second-Lien Hotel Revenue Bonds, Series 2021B in an Aggregate Principal Amount Not to Exceed \$50,000,000 and in Accordance with Other Parameters Set Forth Herein; Authorizing the Selection of a Bond Trustee and the Execution and Delivery of All Agreements and Financing Documents Related to the Issuance, Sale and Delivery of Such Bonds and the Development, Construction and Operation of the Convention Center Hotel Project, Including an Indenture of Trust, a Ground Lease, a Management Agreement and All Other Documents in Connection Therewith; and Resolving Other Matters Related Thereto.

Request is made that the City Council, City of Abilene, approve the Corporation's Resolution.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the Abilene Convention Center Hotel Development Corporation's Resolution Authorizing the Issuance of Hotel Revenue Bonds.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CITY Approval Resolution - Agenda Version
2. CITY Approval Resolution - Agenda Version
3. Abilene Downtown Convention Center Hotel Presentation 2021

RESOLUTION NO. __

RESOLUTION APPROVING A RESOLUTION OF THE ABILENE CONVENTION CENTER HOTEL DEVELOPMENT CORPORATION AUTHORIZING THE ISSUANCE OF THE CORPORATION'S HOTEL REVENUE BONDS; APPROVING EXECUTION AND DELIVERY OF ALL AGREEMENTS AND DOCUMENTS RELATED TO THE DEVELOPMENT, CONSTRUCTION AND OPERATION OF THE CONVENTION CENTER HOTEL PROJECT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, Abilene Convention Center Hotel Development Corporation (the "Corporation") is a nonprofit local government corporation created by the City of Abilene, Texas (the "City") and existing under Subchapter D of Chapter 431, Texas Transportation Code, as amended ("Act"); and

WHEREAS, there has been presented to this City Council a resolution (the "Bond Resolution") adopted by the Board of Directors of the Corporation authorizing the issuance and sale of the Corporation's hotel revenue bonds within certain parameters set forth in the Bond Resolution (the "Bonds"), for the purposes of acquiring, constructing, furnishing and equipping a full service convention center hotel (the "Hotel"), providing for the funding of various accounts and funds, paying capitalized interest, paying costs of issuance of the Bonds and other purposes permitted by law (the "Bond Project"); and

WHEREAS, in connection with the development, financing and construction of convention center and meeting facilities, related infrastructure and parking facilities connected to and integrated with the Hotel (the "City Facilities" and together with the Hotel, the "Project"), the City has authorized the issuance of certificates of obligation; and

WHEREAS, this City Council finds and determines that it is necessary and appropriate to approve the Bond Resolution for the purposes herein provided; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed, was open to the public and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The Bond Resolution, attached hereto as Exhibit A, is hereby approved and the issuance of the Bonds by the Corporation within the parameters set forth in the Bond Resolution, for the purpose of financing the Bond Project, is hereby approved; and said Bond Resolution, the Bonds and the expenditure of funds of the Corporation in connection therewith are hereby approved.

Section 2. The Mayor, City Manager, Finance Director and any other officer or employee of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to negotiate the terms of and execute, acknowledge and deliver on behalf of the City all such instruments, contracts, agreements and certificates whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution and the development, financing, construction, operation and management of the Project.

Section 3. All prior action by the City in connection with the development, financing, construction, operation and management of the Project is hereby ratified, approved and confirmed.

Section 4. This Resolution shall become effective immediately upon adoption.

[Execution Page Follows]

APPROVED AND ADOPTED _____.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

[CITY SEAL]

Exhibit A
Corporation Bond Resolution

RESOLUTION AUTHORIZING THE ISSUANCE OF THE ABILENE CONVENTION CENTER HOTEL DEVELOPMENT CORPORATION FIRST-LIEN HOTEL REVENUE BONDS, SERIES 2021A AND THE ABILENE CONVENTION CENTER HOTEL DEVELOPMENT CORPORATION SECOND-LIEN HOTEL REVENUE BONDS, SERIES 2021B IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$50,000,000 AND IN ACCORDANCE WITH OTHER PARAMETERS SET FORTH HEREIN; AUTHORIZING THE SELECTION OF A BOND TRUSTEE AND THE EXECUTION AND DELIVERY OF ALL AGREEMENTS AND FINANCING DOCUMENTS RELATED TO THE ISSUANCE, SALE AND DELIVERY OF SUCH BONDS AND THE DEVELOPMENT, CONSTRUCTION AND OPERATION OF THE CONVENTION CENTER HOTEL PROJECT, INCLUDING AN INDENTURE OF TRUST, A GROUND LEASE, A MANAGEMENT AGREEMENT AND ALL OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RESOLVING OTHER MATTERS RELATED THERETO

WHEREAS, the Abilene Convention Center Hotel Development Corporation (the “Corporation”) is a nonprofit local government corporation created by the City of Abilene, Texas (the “City”) and existing under Subchapter D of Chapter 431, Texas Transportation Code, as amended (“Act”), to issue revenue bonds for the purpose of financing and refinancing the cost of acquiring, improving and equipping a full service convention center hotel; and

WHEREAS, the City has determined that it is in the best interests of the City and its residents that a full-service, public, upscale hotel and a convention center that will include public meeting space and related public infrastructure and facilities as well as certain surface parking, landscaping, hardscaping and other amenities be constructed; and

WHEREAS, the City has determined to undertake the development and construction of the public facilities consisting of conference and meeting rooms, ballrooms and related infrastructure and parking (the “City Facilities”) that are to be connected to and integrated with the full service convention center hotel being constructed contemporaneously in the downtown area of the City (the “Hotel” and together with the City Facilities, the “Project”); and

WHEREAS, the Corporation has entered into a Master Development Agreement among Garfield Public/Private LLC (the “Development Manager”), the Corporation and the City for the development of the Project (the “Master Development Agreement”); and

WHEREAS, the Corporation has entered into a Hotel Development Agreement with the Development Manager for the development of the Hotel; and

WHEREAS, the City has entered into a City Facilities Development Agreement with the Development Manager for the development of the City Facilities; and

WHEREAS, the Corporation has entered into a Hotel Design Build Agreement for the construction of the Hotel; and

WHEREAS, the City has entered into a City Facilities Design-Build Agreement with the for the construction of the City Facilities; and

WHEREAS, the Corporation has entered into a Ground Lease (the “Ground Lease”) by and between the City and the Corporation whereby the City will retain ownership of the property on which the Hotel will be constructed and will lease such property to the Corporation; and

WHEREAS, the Corporation has entered into a City Facilities Lease (the “City Facilities Lease” and together with the Ground Lease, the “Leases”) by and between the City and the Corporation whereby the City will retain ownership of the City Facilities and lease them to the Corporation; and

WHEREAS, the Corporation has entered into a management and operating agreement by and between the Corporation and the Doubletree Management LLC for the management and operation of the Project (the “Management Agreement”); and

WHEREAS, in connection with the development, construction and financing of the Project, the City submitted a request for a Private Letter Ruling to the Texas Comptroller of Public Accounts to confirm its qualification under Subchapter C of Texas Tax Code Chapter 351 (“Chapter 351”) to undertake the Project, and in connection with the Bonds (defined below) hereby authorized, to develop, construct and finance the Hotel; and

WHEREAS, on October 4, 2019, the Texas Comptroller of Public Accounts issued Private Letter Ruling No. PLR20190311135245 (the “2019 PLR”) providing, among other things, that (i) the City qualifies as a city described in Section 351.152(12); (ii) the Hotel meets the requirements of a “qualified hotel”; (iii) the convention center facilities within the City Facilities meet the requirements of a “qualified convention center facility” for purposes of Chapter 351; (iv) the Project meets the requirements of a “qualified project” for purposes of Chapter 351; (v) the City’s proposed issuance of the certificates of obligation for the City Facilities meets the requirements of Section 351.155(a); and (vi) the City’s pledge of local hotel occupancy taxes generated at the Hotel to the certificates of obligation (the “Local HOT Pledge”) meets the requirements of Section 355.155(b) and 355.155(e); and

WHEREAS in accordance with and as required for qualification under the 2019 PLR and Chapter 351, the Corporation hereby confirms that the City qualifies as a city described in Section 351.152(12); and

WHEREAS in accordance with and as required for qualification under the 2019 PLR and Chapter 351, the Corporation hereby confirms the convention center space within the City Facilities to be a “qualified convention center facility” that satisfies the requirements of Section 351.151(2); and

WHEREAS in accordance with and as required for qualification under the 2019 PLR and Chapter 351, the Corporation hereby designates the Hotel as a “qualified hotel” that satisfies the requirements of Section 351.151(3); and

WHEREAS in accordance with and as required for qualification under the 2019 PLR and Chapter 351, the Corporation hereby designates the Project as a “qualified project” that satisfies the requirements of Section 351.151(4); and

WHEREAS in accordance with and as required for qualification under the 2019 PLR and Chapter 351, the Corporation hereby finds and determines that the Hotel is a component of the Project and that the Hotel benefits from the Local HOT Pledge; and

WHEREAS, the Act and the corporate proceedings creating the Corporation authorize the Corporation to issue revenue bonds for such purpose; and

WHEREAS, the Corporation has agreed and intends to issue its Abilene Convention Center Hotel Development Corporation First-Lien Hotel Revenue Bonds, Series 2021A and its Abilene Convention Center Hotel Development Corporation Second-Lien Hotel Revenue Bonds, Series 2021B (together, the “Bonds”), pursuant to the Act and an indenture of trust (the “Indenture”) between the Corporation and a

bond trustee to be selected by the President of the Board of Directors of the Corporation (“Board”) or the Chief Executive Officer/Chief Administrative Officer of the Corporation and determined to be a bank or trust company or national or state banking association (the “Bond Trustee”); and

WHEREAS, pursuant to the terms of this Resolution and the Indenture, the Bonds will be issued in accordance with the parameters set forth herein for the purpose of acquiring, constructing, furnishing and equipping the Hotel, providing for the funding of various accounts and funds, paying capitalized interest, paying costs of issuance of the Bonds and other purposes permitted by law; and

WHEREAS, the Board has been presented with and has examined proposed forms of the Indenture and the related financing documents and agreements with respect to the issuance, sale and delivery of the Bonds and the Project, and all other documents necessary and appropriate for the development, financing, construction, management and operation of the Project and the Board finds that the form and substance of such documents are satisfactory and the recitals and findings contained therein are true, correct and complete and hereby adopts and incorporates by reference such recitals and findings as if set forth in full in this Resolution, and finds that it is in the best interest of the Corporation and assists in carrying out the public purpose of the Corporation to authorize the execution and delivery of such documents; and

WHEREAS, the Corporation understands that an underwriter or a syndicate of underwriters (“Underwriters”) intends to distribute a Preliminary Official Statement (as defined below) and an Official Statement (as defined below) in connection with the public offering and sale of the Bonds; and

WHEREAS, in addition to the issuance the Bonds authorized hereby, the Corporation is making an equity contribution to the payment of costs of development and construction of the Hotel; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Resolution, was given, all as required by the applicable provisions of Chapter 551 Texas Government Code; Now, Therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ABILEN CONVENTION CENTER HOTEL DEVELOPMENT CORPORATION, THAT:

Section 1. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

Section 2. The Board hereby authorizes and directs the issuance of the Bonds within the parameters set forth below:

- (a) the Bonds shall be issued on a date no later than six months from the date of adoption of this Resolution;
- (b) the aggregate principal amount of the Bonds shall not exceed \$50,000,000;
- (c) the net effective interest rate of the Bonds shall not exceed 7.5%, in accordance with an indenture of trust substantially in the form of the 2021 Bond Indenture;
- (d) the maximum maturity of the Bonds shall not exceed September 1, 2051.

Section 3. The form, terms and provisions of Indenture and the Bonds being hereby authorized and approved, and the President of the Board or the Chief Executive Officer/Chief Administrative Officer of the Corporation are hereby authorized and directed to select the Trustee and execute and deliver such Indenture and the President of the Board is further authorized to execute and deliver the Bonds on behalf of the Corporation, and the Secretary of the Board is hereby authorized to attest and affix the Corporation’s seal thereto, with such changes therein as the officers executing the same may approve, such approval to be

conclusively evidenced by such execution thereof.

Section 4. The Board hereby authorizes the execution and delivery of a purchase contract or contracts, to provide for the sale of the Bonds, to be dated the date of its execution (“Purchase Contract”), between the Corporation and the Underwriters, the terms and provisions of the Purchase Contract being hereby authorized and approved, and the President of the Board or the Chief Executive Officer/Chief Administrative Officer of the Corporation are hereby authorized and directed to execute and deliver the Purchase Contract on behalf of the Corporation, with such changes therein as they may approve, such approval to be conclusively evidenced by such execution thereof.

Section 5. The Board hereby authorizes the use of a preliminary official statement (“Preliminary Official Statement”) and a final official statement, to be dated the date of the Purchase Contract (“Official Statement”) by the Underwriters, and further authorizes the execution and distribution of the Preliminary Official Statement and the Official Statement and any other offering documents or circulars in connection with the sale and delivery of the Bonds.

Section 6. The Board hereby authorizes the President of the Board and/or the Chief Executive Officer/Chief Administrative Officer of the Corporation or their designees, to negotiate the terms of all other agreements, contracts and instruments as may be necessary or required to carry out the terms and provisions of this Resolution, the Indenture and the Purchase Contract and any and all other documents relating to the sale, issuance and delivery of the Bonds, and the development, construction, management and operation of the Project, and, upon the determination of the final terms and provisions as are necessary and in the best interests of the Corporation, further authorizes the execution of any such documents and agreements by the President of the Board and/or the Chief Executive Officer/Chief Administrative Officer of the Corporation or their designees.

Section 7. The President and Secretary of the Board, the Chief Executive Officer/Chief Administrative Officer and all officers, employees and agents of the Corporation, and each of them, shall be and each is expressly authorized, empowered and directed from time to time and at any time to do and perform all acts and things, including taking action necessary to nominate members to fill vacancies on the Board, select the Trustee, receive the approval of the Bonds from the Attorney General of Texas, register the Bonds with the Comptroller of Public Accounts or his designee, and comply with federal tax and securities laws, as necessary, in connection with the issuance, sale and delivery of the Bonds, and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Corporation all certificates, agreements, financing statements, instruments and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Resolution, the Indenture, the Bonds, the Purchase Contract, the Official Statement, and any and all other documents and agreements related to the issuance, sale and delivery of the Bonds and the development, financing, construction, operation and management of the Project, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, agreement, financing statement, instrument or other paper.

Section 8. This Resolution shall be effective immediately from and after its passage.

[Signature Page Follows]

ADOPTED: _____, 2021.

President

ATTEST:

Secretary

[SEAL]

CERTIFICATE FOR RESOLUTION
01-2021

THE STATE OF TEXAS
CITY OF ABILENE
ABILENE CONVENTION CENTER HOTEL DEVELOPMENT CORPORATION

The undersigned officers of Abilene Convention Center Hotel Development Corporation (“Corporation”) hereby certify as follows:

1. The Board of Directors of the Corporation (“Board”) convened in a CALLED MEETING on August 5th, 2021, in City Hall Council Chambers, 555 Walnut Street, Abilene, Texas 79601 and the roll was called of the duly constituted members of said Board of Directors, to-wit:

Norm Archibald	President
Sandra Harper	Vice President
Delores "Dee" Moore	Secretary
Jesse Cardenas	Director
Paul Falade	Director

and all of said persons were present, except Jesse Cardenas, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION AUTHORIZING THE ISSUANCE OF THE ABILENE CONVENTION CENTER HOTEL DEVELOPMENT CORPORATION FIRST-LIEN HOTEL REVENUE BONDS, SERIES 2021A AND THE ABILENE CONVENTION CENTER HOTEL DEVELOPMENT CORPORATION SECOND-LIEN HOTEL REVENUE BONDS, SERIES 2021B IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$50,000,000 AND IN ACCORDANCE WITH OTHER PARAMETERS SET FORTH HEREIN; AUTHORIZING THE SELECTION OF A BOND TRUSTEE AND THE EXECUTION AND DELIVERY OF ALL AGREEMENTS AND FINANCING DOCUMENTS RELATED TO THE ISSUANCE, SALE AND DELIVERY OF SUCH BONDS AND THE DEVELOPMENT, CONSTRUCTION AND OPERATION OF THE CONVENTION CENTER HOTEL PROJECT, INCLUDING AN INDENTURE OF TRUST, A GROUND LEASE, A MANAGEMENT AGREEMENT AND ALL OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RESOLVING OTHER MATTERS RELATED THERETO

was duly introduced for the consideration of said Board. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES:	4
NOES:	0
ABSTENTION:	0
ABSENT:	1

2. That a true, full, and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board's minutes of said Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said Board's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting; that said Meeting was conducted in accordance with all applicable laws, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code.

3. That said Resolution has not been modified, amended or repealed and said Resolution remains in full force and effect as of this date.

SIGNED AND SEALED this August 5, 2021.

Secretary

President

(SEAL)

RESOLUTION AUTHORIZING THE ISSUANCE OF THE ABILENE CONVENTION CENTER HOTEL DEVELOPMENT CORPORATION FIRST-LIEN HOTEL REVENUE BONDS, SERIES 2021A AND THE ABILENE CONVENTION CENTER HOTEL DEVELOPMENT CORPORATION SECOND-LIEN HOTEL REVENUE BONDS, SERIES 2021B IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$50,000,000 AND IN ACCORDANCE WITH OTHER PARAMETERS SET FORTH HEREIN; AUTHORIZING THE SELECTION OF A BOND TRUSTEE AND THE EXECUTION AND DELIVERY OF ALL AGREEMENTS AND FINANCING DOCUMENTS RELATED TO THE ISSUANCE, SALE AND DELIVERY OF SUCH BONDS AND THE DEVELOPMENT, CONSTRUCTION AND OPERATION OF THE CONVENTION CENTER HOTEL PROJECT, INCLUDING AN INDENTURE OF TRUST, A GROUND LEASE, A MANAGEMENT AGREEMENT AND ALL OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RESOLVING OTHER MATTERS RELATED THERETO

WHEREAS, the Abilene Convention Center Hotel Development Corporation (the “Corporation”) is a nonprofit local government corporation created by the City of Abilene, Texas (the “City”) and existing under Subchapter D of Chapter 431, Texas Transportation Code, as amended (“Act”), to issue revenue bonds for the purpose of financing and refinancing the cost of acquiring, improving and equipping a full service convention center hotel; and

WHEREAS, the City has determined that it is in the best interests of the City and its residents that a full-service, public, upscale hotel and a convention center that will include public meeting space and related public infrastructure and facilities as well as certain surface parking, landscaping, hardscaping and other amenities be constructed; and

WHEREAS, the City has determined to undertake the development and construction of the public facilities consisting of conference and meeting rooms, ballrooms and related infrastructure and parking (the “City Facilities”) that are to be connected to and integrated with the full service convention center hotel being constructed contemporaneously in the downtown area of the City (the “Hotel” and together with the City Facilities, the “Project”); and

WHEREAS, the Corporation has entered into a Master Development Agreement among Garfield Public/Private LLC (the “Development Manager”), the Corporation and the City for the development of the Project (the “Master Development Agreement”); and

WHEREAS, the Corporation has entered into a Hotel Development Agreement with the Development Manager for the development of the Hotel; and

WHEREAS, the City has entered into a City Facilities Development Agreement with the Development Manager for the development of the City Facilities; and

WHEREAS, the Corporation has entered into a Hotel Design Build Agreement for the construction of the Hotel; and

WHEREAS, the City has entered into a City Facilities Design-Build Agreement with the for the construction of the City Facilities; and

WHEREAS, the Corporation has entered into a Ground Lease (the “Ground Lease”) by and between the City and the Corporation whereby the City will retain ownership of the property on which the Hotel will be constructed and will lease such property to the Corporation; and

WHEREAS, the Corporation has entered into a City Facilities Lease (the “City Facilities Lease” and together with the Ground Lease, the “Leases”) by and between the City and the Corporation whereby the City will retain ownership of the City Facilities and lease them to the Corporation; and

WHEREAS, the Corporation has entered into a management and operating agreement by and between the Corporation and the Doubletree Management LLC for the management and operation of the Project (the “Management Agreement”); and

WHEREAS, in connection with the development, construction and financing of the Project, the City submitted a request for a Private Letter Ruling to the Texas Comptroller of Public Accounts to confirm its qualification under Subchapter C of Texas Tax Code Chapter 351 (“Chapter 351”) to undertake the Project, and in connection with the Bonds (defined below) hereby authorized, to develop, construct and finance the Hotel; and

WHEREAS, on October 4, 2019, the Texas Comptroller of Public Accounts issued Private Letter Ruling No. PLR20190311135245 (the “2019 PLR”) providing, among other things, that (i) the City qualifies as a city described in Section 351.152(12); (ii) the Hotel meets the requirements of a “qualified hotel”; (iii) the convention center facilities within the City Facilities meet the requirements of a “qualified convention center facility” for purposes of Chapter 351; (iv) the Project meets the requirements of a “qualified project” for purposes of Chapter 351; (v) the City’s proposed issuance of the certificates of obligation for the City Facilities meets the requirements of Section 351.155(a); and (vi) the City’s pledge of local hotel occupancy taxes generated at the Hotel to the certificates of obligation (the “Local HOT Pledge”) meets the requirements of Section 355.155(b) and 355.155(e); and

WHEREAS in accordance with and as required for qualification under the 2019 PLR and Chapter 351, the Corporation hereby confirms that the City qualifies as a city described in Section 351.152(12); and

WHEREAS in accordance with and as required for qualification under the 2019 PLR and Chapter 351, the Corporation hereby confirms the convention center space within the City Facilities to be a “qualified convention center facility” that satisfies the requirements of Section 351.151(2); and

WHEREAS in accordance with and as required for qualification under the 2019 PLR and Chapter 351, the Corporation hereby designates the Hotel as a “qualified hotel” that satisfies the requirements of Section 351.151(3); and

WHEREAS in accordance with and as required for qualification under the 2019 PLR and Chapter 351, the Corporation hereby designates the Project as a “qualified project” that satisfies the requirements of Section 351.151(4); and

WHEREAS in accordance with and as required for qualification under the 2019 PLR and Chapter 351, the Corporation hereby finds and determines that the Hotel is a component of the Project and that the Hotel benefits from the Local HOT Pledge; and

WHEREAS, the Act and the corporate proceedings creating the Corporation authorize the Corporation to issue revenue bonds for such purpose; and

WHEREAS, the Corporation has agreed and intends to issue its Abilene Convention Center Hotel Development Corporation First-Lien Hotel Revenue Bonds, Series 2021A and its Abilene Convention Center Hotel Development Corporation Second-Lien Hotel Revenue Bonds, Series 2021B (together, the “Bonds”), pursuant to the Act and an indenture of trust (the “Indenture”) between the Corporation and a

bond trustee to be selected by the President of the Board of Directors of the Corporation (“Board”) or the Chief Executive Officer/Chief Administrative Officer of the Corporation and determined to be a bank or trust company or national or state banking association (the “Bond Trustee”); and

WHEREAS, pursuant to the terms of this Resolution and the Indenture, the Bonds will be issued in accordance with the parameters set forth herein for the purpose of acquiring, constructing, furnishing and equipping the Hotel, providing for the funding of various accounts and funds, paying capitalized interest, paying costs of issuance of the Bonds and other purposes permitted by law; and

WHEREAS, the Board has been presented with and has examined proposed forms of the Indenture and the related financing documents and agreements with respect to the issuance, sale and delivery of the Bonds and the Project, and all other documents necessary and appropriate for the development, financing, construction, management and operation of the Project and the Board finds that the form and substance of such documents are satisfactory and the recitals and findings contained therein are true, correct and complete and hereby adopts and incorporates by reference such recitals and findings as if set forth in full in this Resolution, and finds that it is in the best interest of the Corporation and assists in carrying out the public purpose of the Corporation to authorize the execution and delivery of such documents; and

WHEREAS, the Corporation understands that an underwriter or a syndicate of underwriters (“Underwriters”) intends to distribute a Preliminary Official Statement (as defined below) and an Official Statement (as defined below) in connection with the public offering and sale of the Bonds; and

WHEREAS, in addition to the issuance the Bonds authorized hereby, the Corporation is making an equity contribution to the payment of costs of development and construction of the Hotel; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Resolution, was given, all as required by the applicable provisions of Chapter 551 Texas Government Code; Now, Therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ABILENE CONVENTION CENTER HOTEL DEVELOPMENT CORPORATION, THAT:

Section 1. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

Section 2. The Board hereby authorizes and directs the issuance of the Bonds within the parameters set forth below:

- (a) the Bonds shall be issued on a date no later than six months from the date of adoption of this Resolution;
- (b) the aggregate principal amount of the Bonds shall not exceed \$50,000,000;
- (c) the net effective interest rate of the Bonds shall not exceed 7.5%, in accordance with an indenture of trust substantially in the form of the 2021 Bond Indenture;
- (d) the maximum maturity of the Bonds shall not exceed September 1, 2051.

Section 3. The form, terms and provisions of Indenture and the Bonds being hereby authorized and approved, and the President of the Board or the Chief Executive Officer/Chief Administrative Officer of the Corporation are hereby authorized and directed to select the Trustee and execute and deliver such Indenture and the President of the Board is further authorized to execute and deliver the Bonds on behalf of the Corporation, and the Secretary of the Board is hereby authorized to attest and affix the Corporation’s seal thereto, with such changes therein as the officers executing the same may approve, such approval to be

conclusively evidenced by such execution thereof.

Section 4. The Board hereby authorizes the execution and delivery of a purchase contract or contracts, to provide for the sale of the Bonds, to be dated the date of its execution ("Purchase Contract"), between the Corporation and the Underwriters, the terms and provisions of the Purchase Contract being hereby authorized and approved, and the President of the Board or the Chief Executive Officer/Chief Administrative Officer of the Corporation are hereby authorized and directed to execute and deliver the Purchase Contract on behalf of the Corporation, with such changes therein as they may approve, such approval to be conclusively evidenced by such execution thereof.

Section 5. The Board hereby authorizes the use of a preliminary official statement ("Preliminary Official Statement") and a final official statement, to be dated the date of the Purchase Contract ("Official Statement") by the Underwriters, and further authorizes the execution and distribution of the Preliminary Official Statement and the Official Statement and any other offering documents or circulars in connection with the sale and delivery of the Bonds.

Section 6. The Board hereby authorizes the President of the Board and/or the Chief Executive Officer/Chief Administrative Officer of the Corporation or their designees, to negotiate the terms of all other agreements, contracts and instruments as may be necessary or required to carry out the terms and provisions of this Resolution, the Indenture and the Purchase Contract and any and all other documents relating to the sale, issuance and delivery of the Bonds, and the development, construction, management and operation of the Project, and, upon the determination of the final terms and provisions as are necessary and in the best interests of the Corporation, further authorizes the execution of any such documents and agreements by the President of the Board and/or the Chief Executive Officer/Chief Administrative Officer of the Corporation or their designees.

Section 7. The President and Secretary of the Board, the Chief Executive Officer/Chief Administrative Officer and all officers, employees and agents of the Corporation, and each of them, shall be and each is expressly authorized, empowered and directed from time to time and at any time to do and perform all acts and things, including taking action necessary to nominate members to fill vacancies on the Board, select the Trustee, receive the approval of the Bonds from the Attorney General of Texas, register the Bonds with the Comptroller of Public Accounts or his designee, and comply with federal tax and securities laws, as necessary, in connection with the issuance, sale and delivery of the Bonds, and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Corporation all certificates, agreements, financing statements, instruments and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Resolution, the Indenture, the Bonds, the Purchase Contract, the Official Statement, and any and all other documents and agreements related to the issuance, sale and delivery of the Bonds and the development, financing, construction, operation and management of the Project, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, agreement, financing statement, instrument or other paper.

Section 8. This Resolution shall be effective immediately from and after its passage.

[Signature Page Follows]

ADOPTED: _____, 2021.

President

ATTEST:

Secretary

[SEAL]



Abilene Downtown Convention Center Hotel



Abilene Convention Center Hotel Development Corporation

\$19,500,000*

First-Lien Hotel Revenue Bonds
Series 2021A

\$22,205,000**

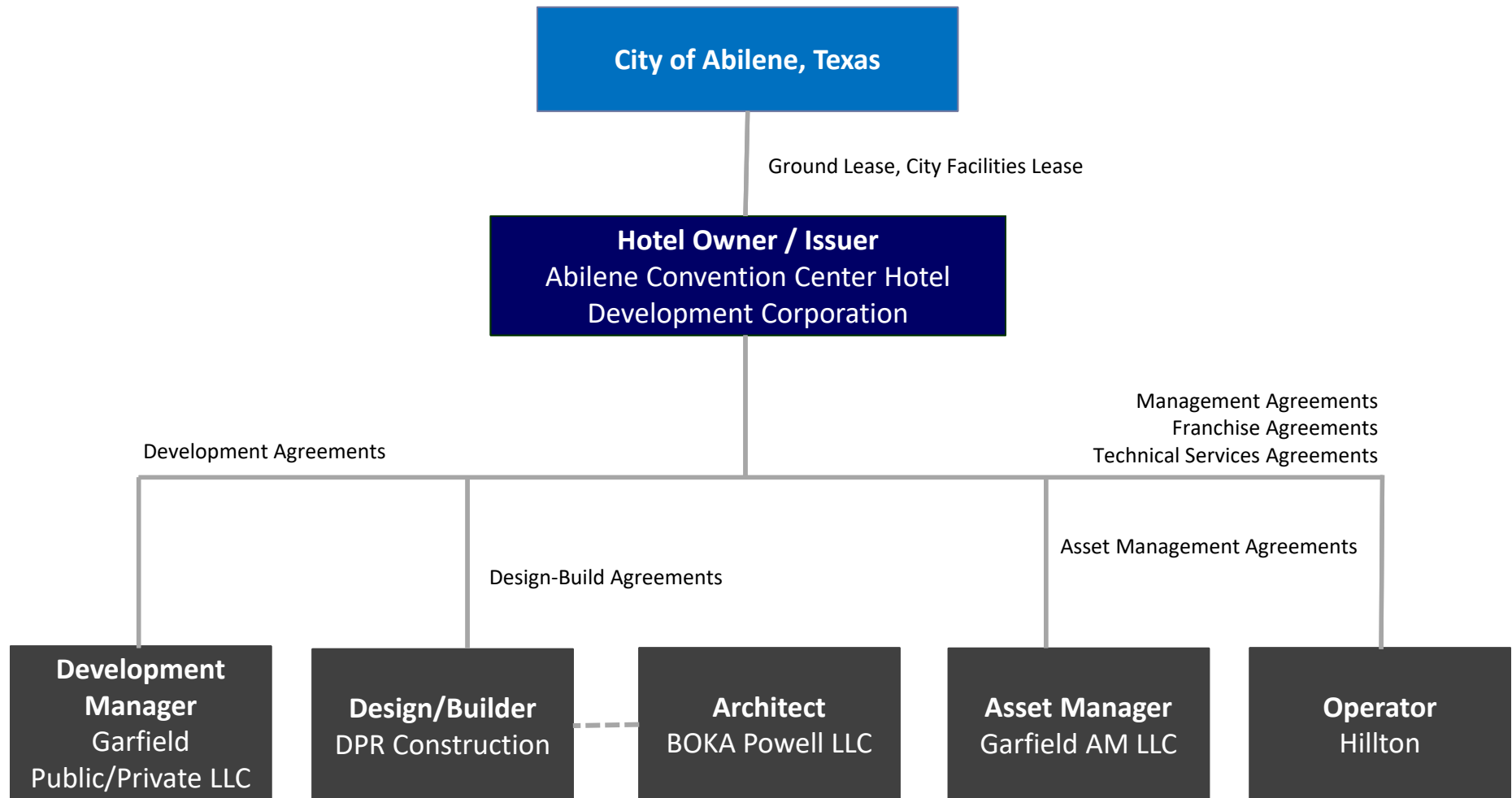
Second-Lien Hotel Revenue Bonds
Series 2021B

- **Abilene Convention Center Hotel Development Corporation (the “Corporation”)** is a public, nonprofit corporation, incorporated to finance and operate the Hotel Project
- The proceeds of the Series 2021 Bonds issued by the Corporation (together with the Hotel Equity Contribution) are only being used to finance the Hotel and are not being used to finance the City Facilities
- The City is separately (i) issuing certificates of obligation (secured by the City’s ad valorem tax revenues), (ii) using other available funds of the City, and (iii) using the proceeds of the City Facilities Equity Contribution to finance the City Conference Facilities

*Preliminary

**Preliminary, could increase by up to \$2 million

Key Participants: Hotel

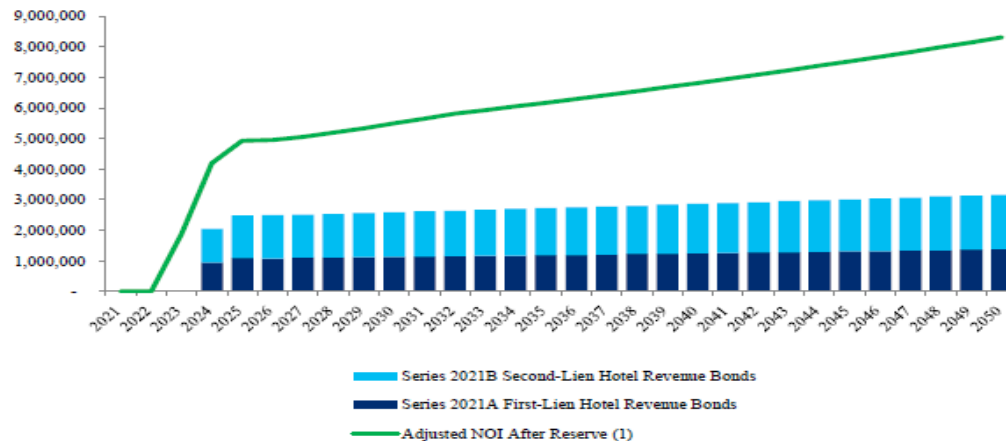


Sources and Uses of Funds* / Plan of Finance

	Series 2021 Bonds			Other Sources of Funds		Aggregate
	Series 2021A First-Lien Bond	Series 2021B Second-Lien Bond	Total Series 2021 Bonds	Equity Contributions/ Other City Funds	Certificates of Obligation Proceeds	Total Financing
SOURCES:						
Total Par Amount	\$ 19,500,000.00	\$ 22,205,000.00 **	\$ 41,705,000.00	\$ -	\$ -	\$ 41,705,000.00
Original Issue Premium / Discount	1,051,848.60	780,127.20	1,831,975.80	-	-	1,831,975.80
Other Source of Funds	-	-	-	15,082,143.00	23,100,000.00	38,182,143.00
Total Sources	\$ 20,551,848.60	\$ 22,985,127.20	\$ 43,536,975.80	\$ 15,082,143.00	\$ 23,100,000.00	\$ 81,719,118.80
USES:						
Hotel Budget	\$ 16,009,876.00	\$ 17,000,000.00 **	\$ 33,009,876.00	\$ 9,446,237.00	\$ -	\$ 42,456,113.00
City Facilities Budget	-	-	-	5,035,906.00	23,100,000.00	28,135,906.00
Subtotal Project Account	\$ 16,009,876.00	\$ 17,000,000.00	\$ 33,009,876.00	\$ 14,482,143.00	\$ 23,100,000.00	\$ 70,592,019.00
Construction Delay Contingency	245,474.16	279,525.84	525,000.00	-	-	525,000.00
Working Capital Reserve Fund	-	-	-	600,000.00	-	600,000.00
Capitalized Interest Account	1,545,052.08	2,255,416.67	3,800,468.75	-	-	3,800,468.75
Bond Reserve Fund	1,383,200.00	1,779,750.00	3,162,950.00	-	-	3,162,950.00
Underwriter's Discount	433,106.69	604,211.38		-	-	
Costs of Issuance	935,139.67	1,064,860.33		-	-	
Contingency	-	1,362.98	1,362.98	-	-	1,362.98
Total Uses	\$ 20,551,849.60	\$ 22,985,126.20	\$ 43,536,975.80	\$ 15,082,143.00	\$ 23,100,000.00	\$ 81,719,118.80

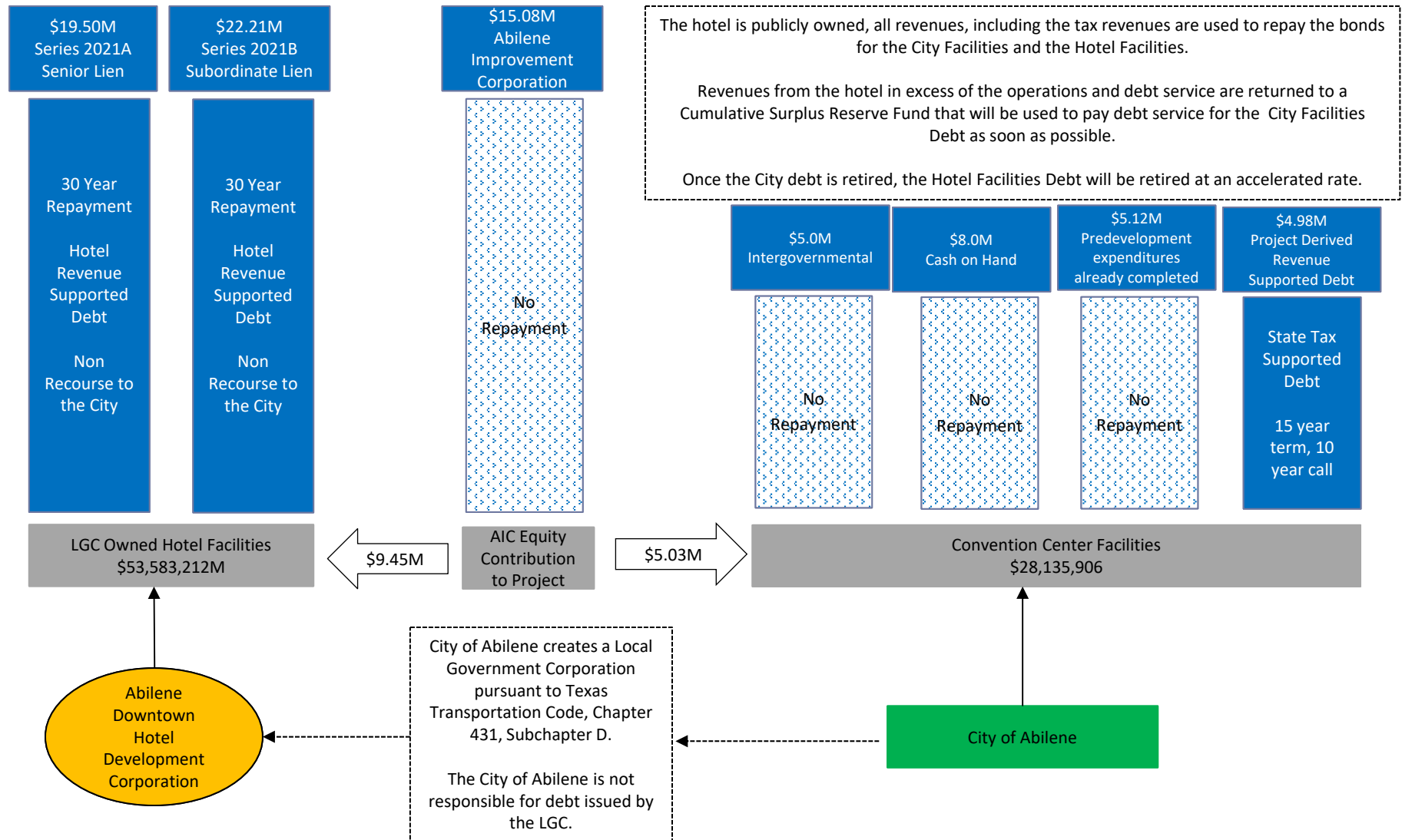
*Preliminary, subject to change

**Could increase by up to \$2 million



Funding Structure

\$81,719,118 All Sources and Uses Downtown Convention Center Hotel Project



Planned Calendar of Events

Issuance of Hotel Revenue Bonds, Series 2021A and Series 2021B

Date	Event
Tuesday, June 1, 2021	Submission of information to rating agencies
Tuesday, June 15, 2021	Abilene Improvement Corporation to confirm receipt of funds for project equity contribution, and provides written confirmation that funds will be transferred to the Corporation prior to closing of issuance of the bonds.
Friday, July 23, 2021	Receipt of ratings
July 26 - July 30	Preliminary Official Statement distributed and posted
Thursday, August 5, 2021	Corporation board meeting to consider action authorizing issuance of bonds, establishing parameters, and delegating pricing approval
Thursday, August 12, 2021	City Council consider approval of authorization and sale of bonds by the Corporation
Tuesday, August 24 or prior	Pricing and marketing of issue by underwriters, overseen by HilltopSecurities.
Tuesday, August 31 or prior	Closing, receipt of funds

Security for the Series 2021 Bonds

The Series 2021 Bonds will be limited special obligation of the Corporation

Overview

- The Series 2021A Bonds and the Series 2021B Bonds shall be secured with the assets held in the Trust Estate (including, but not limited to, **Gross Operating Revenues**)
- The Series 2021B Bonds will be subordinate to the Series 2021A Bonds

Components of the Trust Estate

- The Trust Estate consists primarily of the following:
 - Gross Operating Revenues and all other amounts deposited in or credited to the Operating Account and other funds together with any investments.

Leasehold Deed of Trust

- Security interest in hotel property (the “Mortgaged Premises”)

Summary of Risk Factors and Mitigants

Risk	Risk Mitigants
Financing	- The Series 2021A First-Lien Bonds represent 25.1% of total sources of funds - The Series 2021B Second-Lien Bonds represent 28.1 of total sources of funds - Together, the City of Abilene's funding and the Hotel Equity Contribution represent the remaining 46.7% of total sources of funds for the entire project
Construction	- Experienced Development Manager and Design/Builder - Guaranteed Maximum Price - Liquidated Damages for delay - Payment and performance bonds - Plan and Cost Review
Operating	Experienced Operator – Hilton
Debt Service Structure and Coverage	- Projected minimum debt service coverage of over 4.00x for Series 2021A Bonds and 1.86x for Series 2021B Bonds - Bond Reserve Funds for each lien are funded from bond proceeds with additional 50% of annual debt service funded from available cash flows after the Opening Date - Additionally, supplemental Bond Reserve Funds for each lien are cash flow-funded at the amount of annual debt service
Other Reserves	- A \$525,000 <u>Construction Delay Contingency</u> will be funded from bond proceeds and sized for 3 months of construction delays - An initial \$600,000* deposit to the <u>Working Capital Reserve Fund</u> will be funded directly by the issuer

*Preliminary, subject to change

Financial Projections* (Years 1-10)

The table below summarizes the preliminary projected flow of funds based upon the CBRE pro forma

Operating Year #	Stub year: represents 6 months of Hotel operations (adjusted CBRE's first period)	6 Months 1 10/1/2023 2023	2 10/1/2024 2024	3 10/1/2025 2025	4 10/1/2026 2026	5 10/1/2027 2027	6 10/1/2028 2028	7 10/1/2029 2029	8 10/1/2030 2030	9 10/1/2031 2031	10 10/1/2032 2032
Adjusted Net Operating Income After Reserve		1,873,000	4,197,000	4,929,000	4,957,000	5,055,000	5,198,000	5,337,000	5,495,000	5,650,000	5,821,000
Additional Fees Before Debt Service											
Operating Account		(260,400)	59,800	92,500	32,400	27,900	28,800	28,700	30,400	31,000	33,100
Administrative Expense Fund		125,000	127,500	130,050	132,651	135,304	138,010	140,770	143,586	146,457	149,387
Senior Asset Management Fee Fund		28,055	61,895	71,020	73,585	75,925	78,170	80,390	82,795	85,220	87,840
Income Available for Debt Service		1,980,345	3,947,805	4,635,430	4,718,364	4,815,871	4,953,020	5,087,140	5,238,219	5,387,323	5,550,673
Series 2021A First-Lien Bond Debt Service											
First-Lien Bond Debt Service Fund		-	956,625	1,090,713	1,085,950	1,101,050	1,110,463	1,119,325	1,132,638	1,145,263	1,157,200
First-Lien Bond Reserve Fund		691,600	-	-	-	-	-	-	-	-	-
Cash Available After First-Lien Bonds		1,288,745	2,991,180	3,544,718	3,632,414	3,714,821	3,842,557	3,967,815	4,105,582	4,242,060	4,393,473
Series 2021B Second-Lien Bond Debt Service											
Second-Lien Bond Debt Service Fund		-	1,082,600	1,402,600	1,409,800	1,416,200	1,431,800	1,446,200	1,459,400	1,476,400	1,487,000
Second-Lien Bond Reserve Fund		889,875	-	-	-	-	-	-	-	-	-
Cash Available After Second-Lien Bonds		398,870	1,908,580	2,142,118	2,222,614	2,298,621	2,410,757	2,521,615	2,646,182	2,765,660	2,906,473
Working Capital Reserve Fund											
Working Capital Reserve Fund		-	12,000	12,240	12,485	12,735	12,989	13,249	13,514	13,784	14,060
Cash Available After Working Capital Reserve Fund		398,870	1,896,580	2,129,878	2,210,129	2,285,886	2,397,768	2,508,366	2,632,668	2,751,876	2,892,414
Subordinate Fees and Reserves											
Subordinate Asset Management Fee Fund: 0.25%		14,028	30,948	35,510	36,793	37,963	39,085	40,195	41,398	42,610	43,920
Subordinate FF&E Reserve Fund		112,220.00	247,580	426,120	588,680	607,400	625,360	643,120	662,360	681,760	702,720
Accrued Unpaid Subordinate FF&E Reserve Fund		-	-	-	-	-	-	-	-	-	-
Supplemental First-Lien Bond Reserve Fund		272,623	1,110,578	-	-	-	-	-	-	-	-
Supplemental Second-Lien Bond Reserve Fund		-	507,475	1,272,275	-	-	-	-	-	-	-
Development Fee Fund		-	-	-	-	200,000	200,000	200,000	200,000	-	-
Surplus Revenue Fund		-	-	395,973	1,584,656	1,440,524	1,533,323	1,625,051	1,728,910	2,027,506	2,145,774
Cumulative Surplus Revenue Fund		-	-	395,973	1,980,629	3,421,153	4,954,476	6,579,527	8,308,437	10,335,943	12,481,717
Cumulative Reserve Fund Balances											
First-Lien Bond Reserve Fund		2,074,800	2,074,800	2,074,800	2,074,800	2,074,800	2,074,800	2,074,800	2,074,800	2,074,800	2,074,800
Second-Lien Bond Reserve Fund		2,669,625	2,669,625	2,669,625	2,669,625	2,669,625	2,669,625	2,669,625	2,669,625	2,669,625	2,669,625
Supplemental First-Lien Bond Reserve Fund		272,623	1,383,200	1,383,200	1,383,200	1,383,200	1,383,200	1,383,200	1,383,200	1,383,200	1,383,200
Supplemental Second-Lien Bond Reserve Fund		-	507,475	1,779,750	1,779,750	1,779,750	1,779,750	1,779,750	1,779,750	1,779,750	1,779,750
Other Cumulative Fund Balances											
Operating Account		739,600	799,400	891,900	924,300	952,200	981,000	1,009,700	1,040,100	1,071,100	1,104,200
Working Capital Reserve Fund		600,000	612,000	624,240	636,725	649,459	662,448	675,697	689,211	702,996	717,056
Total Debt Service											
First-Lien Bonds		-	956,625	1,090,713	1,085,950	1,101,050	1,110,463	1,119,325	1,132,638	1,145,263	1,157,200
First-Lien and Second-Lien Bonds		-	2,039,225	2,493,313	2,495,750	2,517,250	2,542,263	2,565,525	2,592,038	2,621,663	2,644,200
Debt Service Coverage											
First-Lien Bonds			4.13x	4.25x	4.34x	4.37x	4.46x	4.54x	4.62x	4.70x	4.80x
First-Lien and Second-Lien Bonds			1.94x	1.86x	1.89x	1.91x	1.95x	1.98x	2.02x	2.05x	2.10x

*Preliminary, subject to change



**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 14. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the Issuance of City of Abilene, Texas Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2021A; Establishing Procedures and Delegating Authority for the Sale and Delivery of the Certificates; Providing an Effective Date; and Enacting other Provisions Relating to the Subject (Mike Rains)

GENERAL INFORMATION

This ordinance will authorize the issuance of Certificates of Obligation totaling \$23,600,000 for street projects related to Maple Street and EN 10th Street. It will also delegate to the Pricing Officer (Mayor, City Manager and Finance Director) the authority to act on behalf of the Issuer in selling and delivering the Certificates and carrying out other procedures specified in the Ordinance.

The parameters to be followed by the Pricing Officer include a not to exceed \$23,600,000 of aggregate principal amount; true interest cost cannot exceed 6%; final maturity of the certificates shall not be later than February 15, 2042; and the delegation shall expire within 90 days if not exercised.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for the debt will come from annual ad valorem taxes until maturity.

STAFF RECOMMENDATION

Staff recommends approval of the issuance of the certificates.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Parameters Ordinance - 2021A Street COs
2. Powerpoint - Ordinance Approving Issuance of 2021A Series Certificates of Obligation

CITY OF ABILENE

ORDINANCE NO. ____

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ABILENE, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021A; ESTABLISHING PROCEDURES AND DELEGATING AUTHORITY FOR THE SALE AND DELIVERY OF THE CERTIFICATES; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS	§
COUNTIES OF TAYLOR AND JONES	§
CITY OF ABILENE	§

WHEREAS, the City Council of the City of Abilene, Texas (the “Issuer”), deems it advisable to issue Certificates of Obligation for the purposes hereinafter set forth; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code, Subchapter B, Chapter 1502, Texas Government Code; and

WHEREAS, this City Council further finds and determines that it is in the best interest of the Issuer and its residents to include in the proposed issue of certificates of obligation funds for the public improvements hereinafter described, rather than fund such projects with the issuance of other debt instruments, in order to reduce the costs of such transactions; and

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue certificates of obligation, and said notice has been duly published in a newspaper of general circulation in said City, said newspaper being a “newspaper” as defined in §2051.044, Texas Government Code; and

WHEREAS, the Issuer received no petition from the qualified electors of the City protesting the issuance of such certificates of obligation; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the certificates of obligation was submitted to the voters of the Issuer during the preceding three years and failed to be approved; and

WHEREAS, it is considered to be to the best interest of the Issuer that said interest-bearing certificates of obligation be issued; and

WHEREAS, the Issuer is an “Issuer” under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least \$100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551 Texas Government Code; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The certificates of the City of Abilene, Texas (the "Issuer") are hereby authorized to be issued and delivered, in one or more series, in the aggregate principal amount not to exceed the amount set forth below for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) constructing and improving streets, roads, alleys and sidewalks, and related utility relocation, drainage, signalization, landscaping, lighting and signage, and including acquiring land and interests in land therefor; and (ii) legal, fiscal and engineering fees in connection with such projects (collectively, the "Project").

(c) Each certificate issued pursuant to this Ordinance shall be designated: "CITY OF ABILENE, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATE OF OBLIGATION, SERIES 2021A," or such other designation as set forth in the Pricing Certificate (defined below) and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"). The Certificates shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate (defined below).

Section 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Chapter 1371, Texas Government Code, as amended, the Mayor, City Manager and the Finance Director of the Issuer (each a "Pricing Officer") are each hereby authorized to act on behalf of the Issuer in selling and delivering the Certificates, carrying out the other procedures specified in this Ordinance, including, determining the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, whether the Certificate shall be sold and delivered in one or more series and the date and sale and delivery of each such series, the amount of Certificates to be sold and the authorized purposes set forth in Section 1 for which such Certificates are issued, the price at which the Certificates will be sold, the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Certificates and obtaining municipal bond insurance for all or any portion of the Certificates and providing for the terms and provisions thereof applicable to the Certificates (including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements), all of which shall be specified in the Pricing Certificate executed by the Pricing Officer (the "Pricing Certificate"); provided that:

- (i) the aggregate principal amount of the Certificates shall not exceed \$23,600,000;
- (ii) the true interest cost of the Certificates shall not exceed 6.00% per annum; provided that the net effective interest rate on the Certificates shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended;
- (iii) the final maturity of the Certificates shall not be later than February 15, 2042; and
- (iv) the delegation made hereby shall expire if not exercised by the Pricing Officer within ninety (90) days from the date of adoption hereof.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) hereof, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The Certificates shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) The Pricing Officer shall determine whether the Certificates will be sold by private placement or negotiated or competitive sale.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The selection and appointment of the paying agent/registrar for the Certificates (the "Paying Agent/Registrar") shall be as provided in the Pricing Certificate. The Pricing Officer is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three (3) days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Authentication. Except as provided in subsection (j) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates issued in exchange for the Certificates initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsections (j) and (k) of this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of

1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(n) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in the Pricing Certificate, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for such initial Certificate, the Paying Agent/Registrar shall cancel such initial Certificate and deliver to the DTC on behalf of such purchaser one registered definitive Certificate for each year of maturity of such Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Certificate.

NO. R-

UNITED STATES OF AMERICA
STATE OF TEXAS

PRINCIPAL
AMOUNT
\$ _____

CITY OF ABILENE, TEXAS
COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION
SERIES 2021A

<u>INTEREST RATE</u>	<u>DATE OF CERTIFICATES</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
_____	_____	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

ON THE MATURITY DATE specified above, the City of Abilene, in Taylor and Jones Counties, Texas, (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, _____ at the Interest Rate per annum specified above. Interest is payable on _____, _____ and semiannually on each _____ and _____ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of _____, _____, _____, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the _____ day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying

Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for any payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated _____, _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ for the public purposes of constructing and improving streets, roads, alleys and sidewalks, and related utility relocation, drainage, signalization, landscaping, lighting and signage, and including acquiring land and interests in land therefor and to pay the costs incurred in connection with the issuance of the Certificates.

ON _____, or on any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CERTIFICATES scheduled to mature on _____ in the years ____ and ____ (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Certificate
Maturity: _____, _____

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
_____, ____	\$ _____
_____, ____	_____
_____, ____ (maturity)	_____

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

AT LEAST THIRTY (30) DAYS prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least thirty (30) days prior to the date fixed for any such redemption, to the registered owner of each Certificate to be redeemed at its address as it appeared on the business day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE CERTIFICATES, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been

received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a limited pledge of the Surplus Revenues of the Issuer's waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof,

and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in his absence, the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Certificate is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT

(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

_____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ .

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this _____ .

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ABILENE, TEXAS, in Taylor and Jones Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years(_ / _)</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
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(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____ at the respective Interest Rate per annum specified above. Interest is payable on _____, and semiannually on each _____ and _____ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. All amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes

sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by a limited pledge, not to exceed \$1,000 of revenues of the Issuer's waterworks and sewer system that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are secured by a lien on all or any part of the net revenues of the Issuer's waterworks and sewer system, constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to this section, to the extent necessary to pay the principal of and interest on the Certificates. Notwithstanding the requirements of this section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Texas Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates of Obligation are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates of Obligation a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the limited pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities.. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to

redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6subsections (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsections (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term “Defeasance Securities” means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates. The Pricing Officer may restrict Defeasance Securities as deemed necessary.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103

of the Code, the interest on which is not includable in the “gross income” of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any “private business use,” as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the “private business use” described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a “private business use” that is “related” and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as “private activity bonds” within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using proceeds of the Certificates or the proceeds of any prior bonds to pay debt services on another issue more than ninety (90) days after the issuance of the Certificates in contravention of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) use the proceeds of the Certificates solely for new money purposes.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor and each Pricing Officer, or any one of them, to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than sixty (60) days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition

will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) Each series of Certificates shall be sold and delivered subject to the provisions of Section 1 and Section 2 and pursuant to the terms and provisions of a purchase agreement or purchase letter (the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the purchaser or purchasers (the "Underwriters") of the Certificates shall be designated. The Certificates shall initially be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

(b) The Mayor and City Secretary and any Pricing Officer are further authorized and directed to execute and deliver for and on behalf of the Issuer copies of a Preliminary Official Statement and Official Statement, if prepared in connection with the offering of Certificates by the Underwriters, in final form as may be required by the Underwriters, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by said officials shall be deemed to be approved by the City Council and constitute the Official Statement authorized for distribution and use by the Underwriters. The form and substance of the Preliminary Official Statement for the Certificates and any addenda, supplement or amendment thereto, all as approved by the Pricing Officer, are hereby deemed to be approved in all respects by the City Council, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purpose of paragraph (b)(1) of the Rule (hereinafter defined).

(c) The Pricing Officer is authorized, in connection with effecting the sale of each series of the Certificates, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the "Insurer") a municipal bond insurance policy (the "Insurance Policy") in support of the Certificates. To that end, should the Pricing Officer exercise such authority and commit the Issuer to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy as set forth in the Pricing Certificate are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer.

(d) The Mayor and Mayor Pro Tem, the City Secretary and the Pricing Officers of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer such documents, certificates and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further

provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2021A Combination Tax and Limited Surplus Revenue Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may invest proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year ending in or after 2021, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 10 of this Ordinance, being the information described in the Pricing Certificate. The Issuer will additionally provide audited financial statements when and if available, and in any event, within twelve (12) months after the end of each fiscal year ending in or after 2021. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Issuer will file unaudited financial statements within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in the appropriate appendix to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(b) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the Issuer, or if jurisdiction has been assumed by leaving the existing City Council and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of the above describe event notices 15 and 16, the term “financial obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give the notice required by Subsection (b) hereof of any Certificate calls and defeasance that cause the Issuer to no longer be such an “obligated person”.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a qualified person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information

or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

(d) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer’s Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of the Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of such consent by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 16. APPROPRIATION. To pay the debt service coming due on the Certificates, if any (as determined by the Pricing Officer) prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

[Execution Page Follows]

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ABILENE,
TEXAS, this 12th day of August, 2021.

ATTEST:

Mayor, City of Abilene, Texas

City Secretary, City of Abilene, Texas

[CITY SEAL]

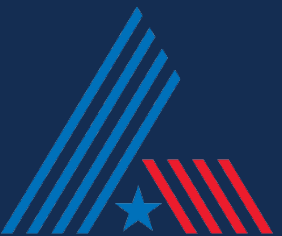
APPROVED AS TO FORM:

City Attorney

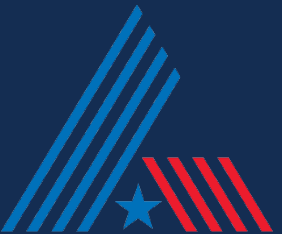
Ordinance & Public Hearing – Authorizing the Issuance and Sale of City of Abilene, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation Bonds for Street Projects



- The ordinance will authorize issuance of \$23,600,000 of certificates of obligation bonds for street projects related to Maple Street and EN 10th St.
- The Ordinance will delegate authority to the Pricing Officer(s) to act on selling and delivering the certificates within certain parameters.
 - Maximum amount of aggregate principal - \$23,600,000
 - True interest cost cannot exceed 6%
 - Final maturity cannot be later than February 15, 2042
 - Delegation shall expire within 90 days if not acted on
- Repayment will be from ad valorem taxes.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 15. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the Issuance of City of Abilene, Texas Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2021B; Establishing Procedures and Delegating Authority for the Sale and Delivery of the Certificates; Providing an Effective Date; and Enacting other Provisions Relating to the Subject (Mike Rains)

GENERAL INFORMATION

This ordinance authorizes the issuance of up to \$23,100,000 of Certificates of Obligation, Series 2021B for designing, constructing and equipping the public convention center facilities consisting of conference and meeting rooms, ballrooms, and related infrastructure and parking that are to be connected to and integrated with the full service convention center hotel.

The Ordinance will delegate the authority to sell and deliver the Certificates to the Pricing Officer(s) (Mayor, City Manager and Finance Director). The parameters within this delegation are the aggregate principal amount of the Certificates cannot exceed \$23,100,000; the true interest cost cannot exceed 6%; final maturity of the Certificates cannot be later than February 15, 2042; and the delegation authority shall expire after ninety days if not acted on.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Repayment of the bonds will come from the state and local sales tax and hotel taxes originating from the downtown hotel.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Parameters Ordinance - 2021B CC COs
2. Powerpoint - Ordinance Approving Issuance of 2021B Series Certificates of Obligation

CITY OF ABILENE

ORDINANCE NO. ____

ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF ABILENE, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021B; ESTABLISHING PROCEDURES AND DELEGATING AUTHORITY FOR THE SALE AND DELIVERY OF THE CERTIFICATES; PROVIDING AN EFFECTIVE DATE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS	§
COUNTIES OF TAYLOR AND JONES	§
CITY OF ABILENE	§

WHEREAS, the City Council of the City of Abilene, Texas (the “Issuer”), deems it advisable to issue Certificates of Obligation for the purposes hereinafter set forth; and

WHEREAS, the Certificates of Obligation hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Texas Local Government Code, and Subchapter C, Chapter 351, Texas Tax Code (“Chapter 351”); and

WHEREAS, this City Council further finds and determines that it is in the best interest of the Issuer and its residents to include in the proposed issue of certificates of obligation funds for the public improvements hereinafter described, rather than fund such projects with the issuance of other debt instruments, in order to reduce the costs of such transactions; and

WHEREAS, the City Council has heretofore passed a resolution authorizing and directing the City Secretary to give notice of intention to issue certificates of obligation, and said notice has been duly published in a newspaper of general circulation in said City, said newspaper being a “newspaper” as defined in §2051.044, Texas Government Code; and

WHEREAS, the Issuer received no petition from the qualified electors of the Issuer protesting the issuance of such certificates of obligation; and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the certificates of obligation was submitted to the voters of the Issuer during the preceding three years and failed to be approved; and

WHEREAS, it is considered to be to the best interest of the Issuer that said interest-bearing certificates of obligation be issued for the public purposes set forth below; and

WHEREAS, the Issuer is an “Issuer” under Section 1371.001(4)(P), Texas Government Code, having (i) a principal amount of at least \$100 million in outstanding long-term indebtedness, in long-term indebtedness proposed to be issued, or a combination of outstanding or proposed long-term indebtedness and (ii) some amount of long-term indebtedness outstanding or proposed to be issued that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation; and

WHEREAS, the Issuer has determined that it is in the best interests of the Issuer and its residents that a full-service, public, upscale hotel and convention center that will include public meeting space and related public infrastructure and facilities as well as certain surface parking, landscaping, hardscaping and other amenities be constructed; and

WHEREAS, the Issuer has determined to undertake the development and construction of the public facilities consisting of conference and meeting rooms, ballrooms and related infrastructure and parking (the “City Facilities”) that are to be connected to and integrated with the full service convention center hotel being constructed contemporaneously in the downtown area of the Issuer; and

WHEREAS, the Issuer has determined to and has created the Abilene Convention Center Hotel Development Corporation, a nonprofit local government corporation (the “Corporation”) created and existing under Subchapter D of Chapter 431, Texas Transportation Code, as amended, for the purpose of developing and financing a full service convention center hotel owned by the Corporation (the “Hotel,” and together with the City Facilities, the “Project”); and

WHEREAS, the Issuer has entered into a Master Development Agreement among Garfield Public/Private LLC (the “Development Manager”), the Corporation and the Issuer for the development of the Project (the “Master Development Agreement”); and

WHEREAS, the Corporation has entered into a Hotel Development Agreement with the Development Manager for the development of the Hotel (the “Hotel Development Agreement”); and

WHEREAS, the Issuer has entered into a City Facilities Development Agreement with the Development Manager for the development of the City Facilities; and

WHEREAS, the Issuer has entered into a City Facilities Design Build Agreement for the construction of the City Facilities; and

WHEREAS, the Issuer owns the existing Abilene Convention Center which is located across the street from the Project (“Abilene Convention Center”) for the benefit of the Issuer and its residents in order to attract conventions, conferences, trade shows, meetings, exhibits, gatherings and other public cultural and entertainment events; and

WHEREAS, the Issuer has determined that it is in the best interests of the Issuer and its residents to construct and provide additional public convention and meeting space as part of the City Facilities which will serve the general public and enhance the use by the general public of the Abilene Convention Center; and

WHEREAS, the Issuer has entered into a Ground Lease (the “Ground Lease”) by and between the Issuer and the Corporation whereby the Issuer will retain ownership of the property on which the Hotel will be constructed and will lease such property to the Corporation; and

WHEREAS, the Issuer has entered into a City Facilities Lease (the “City Facilities Lease” and together with the Ground Lease, the “Leases”) by and between the Issuer and the Corporation whereby the Issuer will retain ownership of the City Facilities and lease them to the Corporation; and

WHEREAS, the Corporation has entered into a management and operating agreement by and between the Corporation and the Doubletree Management LLC for the management and operation of the Project (the “Management Agreement”); and

WHEREAS, in connection with the development, construction and financing of the Project, the Issuer submitted a request for a Private Letter Ruling to the Texas Comptroller of Public Accounts to confirm its qualification under Subchapter C of Texas Tax Code Chapter 351 (“Chapter 351”) to undertake the Project, and in connection with the Certificates hereby authorized, to develop, construct and finance the City Facilities and pledge revenues available under Chapter 351 to the payment of such Certificates; and

WHEREAS, on October 4, 2019, the Texas Comptroller of Public Accounts issued Private Letter Ruling No. PLR20190311135245 (the “2019 PLR”) providing, among other things, that (i) the Issuer qualifies as a city described in Section 351.152(12); (ii) the Hotel meets the requirements of a “qualified hotel”; (iii) the convention center facilities within the City Facilities meet the requirements of a “qualified convention center facility” for purposes of Chapter 351; (iv) the Project meets the requirements of a “qualified project” for purposes of Chapter 351; (v) the Issuer’s proposed issuance of the certificates of obligation for the City Facilities meets the requirements of Section 351.155(a); and (vi) the Issuer’s pledge of local hotel occupancy taxes generated at the Hotel to the certificates of obligation (the “Local HOT Pledge”) meets the requirements of Section 355.155(b) and 355.155(e); and

WHEREAS in accordance with and as required for qualification under the 2019 PLR and Chapter 351, the Issuer hereby confirms that the Issuer qualifies as a city described in Section 351.152(12);

WHEREAS in accordance with and as required for qualification under the 2019 PLR and Chapter 351, the Issuer hereby designates the convention center space within the City Facilities to be a “qualified convention center facility” that satisfies the requirements of Section 351.151(2); and

WHEREAS in accordance with and as required for qualification under the 2019 PLR and Chapter 351, the Issuer hereby designates the Hotel as a “qualified hotel” that satisfies the requirements of Section 351.151(3);

WHEREAS in accordance with and as required for qualification under the 2019 PLR and Chapter 351, the Issuer hereby designates the Project as a “qualified project” that satisfies the requirements of Section 351.151(4);

WHEREAS in accordance with and as required for qualification under the 2019 PLR and Chapter 351, the Issuer hereby finds and determines that the Hotel is a component of the Project and that the Hotel benefits from the Local HOT Pledge; and

WHEREAS, in addition to the issuance certificates of obligations authorized hereby, the Issuer is making an equity contribution to the payment of costs of development and construction of the City Facilities; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551 Texas Government Code; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The certificates of the City of Abilene, Texas (the “Issuer”) are hereby authorized to be issued and delivered, in one or more series, in the aggregate principal amount not to exceed the amount set forth below for paying all or a portion of the Issuer’s contractual obligations incurred in connection with (i) designing, constructing and equipping the public convention center facilities consisting of conference and meeting rooms, ballrooms and related infrastructure and parking that is to be connected to and integrated with the full service convention center hotel being constructed contemporaneously with such convention center facilities in the downtown area of the City; and (ii) legal, fiscal and engineering fees in connection with such projects (collectively, the “CO Project”).

(c) Each certificate issued pursuant to this Ordinance shall be designated: “CITY OF ABILENE, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATE OF OBLIGATION, SERIES 2021B,” or such other designation as set forth in the Pricing Certificate (defined below) and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the “Registered Owner”). The Certificates shall be in the respective denominations and principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate (defined below).

Section 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Chapter 1371, Texas Government Code, as amended, the Mayor, City Manager and the Finance Director of the Issuer (each a “Pricing Officer”) are each hereby authorized to act on behalf of the Issuer in selling and delivering the Certificates, carrying out the other procedures specified in this Ordinance, including, determining the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, whether the Certificate shall be sold and delivered in one or more series and the date and sale and delivery of each such series, the amount of Certificates to be sold and the authorized purposes set forth in Section 1 for which such Certificates are issued, the price at which the Certificates will be sold, the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Certificates and obtaining municipal bond insurance for all or any portion of the Certificates and providing for the terms and provisions thereof applicable to the Certificates (including the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements), all of which shall be specified in the Pricing Certificate executed by the Pricing Officer (the “Pricing Certificate”); provided that:

- (i) the aggregate principal amount of the Certificates shall not exceed \$23,100,000;
- (ii) the true interest cost of the Certificates shall not exceed 6.00% per annum; provided that the net effective interest rate on the Certificates shall not exceed the maximum rate set forth in Chapter 1204, Texas Government Code, as amended;
- (iii) the final maturity of the Certificates shall not be later than February 15, 2042; and

(iv) the delegation made hereby shall expire if not exercised by the Pricing Officer within ninety (90) days from the date of adoption hereof.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a) hereof, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The Certificates shall be sold with and subject to such terms as set forth in the Pricing Certificate.

(c) The Pricing Officer shall determine whether the Certificates will be sold by private placement or negotiated or competitive sale.

Section 3. CHARACTERISTICS OF THE CERTIFICATES.

(a) Appointment of Paying Agent/Registrar. The selection and appointment of the paying agent/registrar for the Certificates (the "Paying Agent/Registrar") shall be as provided in the Pricing Certificate. The Pricing Officer is authorized and directed to execute and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three (3) days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

(c) Authentication. Except as provided in subsection (j) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Certificates in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the

execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than one hundred-twenty (120) days written notice to the Paying Agent/Registrar, to be effective not later than sixty (60) days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by

the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Certificates issued in exchange for the Certificates initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof and the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsections (j) and (k) of this Section, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Certificates. Notwithstanding anything to the contrary contained herein, while the Certificates are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Certificates Registered in the Name of Cede & Co. With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with

respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Certificates. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificates initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF CERTIFICATE set forth in this Ordinance.

(n) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in the Pricing Certificate, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for such initial Certificate, the Paying Agent/Registrar shall cancel such initial Certificate and deliver to the DTC on behalf of such purchaser one registered definitive Certificate for each year of maturity of such Certificates, in the aggregate principal amount of all of the Certificates for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Certificate.

NO. R-

UNITED STATES OF AMERICA
STATE OF TEXAS

PRINCIPAL
AMOUNT
\$ _____

CITY OF ABILENE, TEXAS

COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION
SERIES 2021B

INTEREST RATE	DATE OF CERTIFICATES	MATURITY DATE	CUSIP NO.
_____	_____	_____	_____

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, the City of Abilene, in Taylor and Jones Counties, Texas, (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, _____ at the Interest Rate per annum specified above. Interest is payable on _____, _____ and semiannually on each _____ and _____ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of _____, _____, _____, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the _____ day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from

the "Interest and Sinking Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for any payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated _____, _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ for the public purposes of designing, constructing and equipping the public convention center facilities consisting of conference and meeting rooms, ballrooms and related infrastructure and parking that is to be connected to and integrated with the full service convention center hotel (the "Hotel") being constructed contemporaneously with such convention center facilities in the downtown area of the Issuer and to pay the costs incurred in connection with the issuance of the Certificates.

ON _____, or on any date thereafter, the Certificates of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CERTIFICATES scheduled to mature on _____ in the years ____ and ____ (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Certificate	
Maturity: _____, _____	
<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
_____, ____	\$ _____
_____, ____	_____
_____, ____ (maturity)	_____

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Certificates called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

AT LEAST THIRTY (30) DAYS prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least thirty (30) days prior to the date fixed for any such redemption, to the registered owner of each Certificate to be redeemed at its address as it appeared on the business day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE CERTIFICATES, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with

proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within forty-five (45) days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of limited surplus revenues of the City's local hotel occupancy tax collected at the Hotel in accordance with Texas Tax Code, Subchapter C of Chapter 351, all as provided in the Certificate Ordinance.

THE ISSUER HAS RESERVED THE RIGHT to amend the Certificate Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in his absence, the Mayor Pro Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)
City Secretary

(signature)
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of
the within Certificate on the books kept for registration thereof, with full power of substitution in the
premises.

Dated: _____ .

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate and that this Certificate has been registered this day by me.

Witness my signature and seal this .

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Certificate Insertions.

(i) The initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF ABILENE, TEXAS, in Taylor and Jones Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years(_/_)</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
-------------------	-------------------------------	-----------------------

(Information from Section 2 to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____ at the respective Interest Rate per annum specified above. Interest is payable on _____, and semiannually on each _____ and _____ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next

following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.”

C. The Initial Certificate shall be numbered “T-1.”

Section 5. INTEREST AND SINKING FUND; SURPLUS REVENUES.

(a) A special “Interest and Sinking Fund” is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Certificates. All amounts received from the sale of the Certificates as accrued interest shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Certificates are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Certificates as such principal matures (but never less than 2% of the original amount of said Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

(b) The Certificates are additionally secured by a limited pledge, not to exceed \$1,000 of surplus revenues of the City’s local hotel occupancy tax collected at the Hotel in accordance with Texas Tax Code, Subchapter C of Chapter 351. The Issuer shall deposit such local hotel occupancy tax revenues to the credit of the Interest and Sinking Fund created pursuant to this section, to the extent necessary to pay the principal of and interest on the Certificates. Notwithstanding the requirements of this section, if such revenues or other lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the local hotel occupancy tax revenues or other lawfully available funds then on deposit in the Interest and Sinking Fund.

(c) Chapter 1208, Texas Government Code, applies to the issuance of the Certificates of Obligation and the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Certificates of Obligation are outstanding and unpaid, the result of such amendment being that the pledge of the taxes and Surplus Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Certificates of Obligation a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF CERTIFICATES.

(a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged or the limited pledge of Surplus Revenues as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to such paying agent (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of such paying agent (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities.. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 6subsections (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsections (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Certificates. The Pricing Officer may restrict Defeasance Securities as deemed necessary.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had

not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates. In addition, if bond insurance is obtained, the Certificates may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Certificates are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using proceeds of the Certificates or the proceeds of any prior bonds to pay debt services on another issue more than ninety (90) days after the issuance of the Certificates in contravention of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the “Excess Earnings,” within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) use the proceeds of the Certificates solely for new money purposes.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In

the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor and each Pricing Officer, or any one of them, to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Allocation of, and Limitation on, Expenditures for the CO Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the CO Project on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (1) the expenditure is made, or (2) the CO Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than sixty (60) days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the CO Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Certificates. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 10. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT; FURTHER PROCEDURES.

(a) Each series of Certificates shall be sold and delivered subject to the provisions of Section 1 and Section 2 and pursuant to the terms and provisions of a purchase agreement or purchase letter (the "Purchase Agreement") which the Pricing Officer is hereby authorized to execute and deliver and in which the purchaser or purchasers (the "Underwriters") of the Certificates shall be designated. The Certificates shall initially be registered in the name of the purchaser thereof as set forth in the Pricing Certificate.

(b) The Mayor and City Secretary and any Pricing Officer are further authorized and directed to execute and deliver for and on behalf of the Issuer copies of a Preliminary Official Statement and Official Statement, if prepared in connection with the offering of Certificates by the Underwriters, in final form as may be required by the Underwriters, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by said officials shall be deemed to be approved by the City

Council and constitute the Official Statement authorized for distribution and use by the Underwriters. The form and substance of the Preliminary Official Statement for the Certificates and any addenda, supplement or amendment thereto, all as approved by the Pricing Officer, are hereby deemed to be approved in all respects by the City Council, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purpose of paragraph (b)(1) of the Rule (hereinafter defined).

(c) The Pricing Officer is authorized, in connection with effecting the sale of each series of the Certificates, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the "Insurer") a municipal bond insurance policy (the "Insurance Policy") in support of the Certificates. To that end, should the Pricing Officer exercise such authority and commit the Issuer to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy as set forth in the Pricing Certificate are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer.

(d) The Mayor and Mayor Pro Tem, the City Secretary and the Pricing Officers of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer such documents, certificates and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement, including any and all acts necessary to complete the design, development, financing and construction of the City Facilities and any action necessary in connection with the 2019 PLR. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. INTEREST EARNINGS ON CERTIFICATE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the CO Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 12. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2021B Combination Tax and Limited Surplus Revenue Certificate of Obligation Construction Fund" (or such other named account or fund as may be set for the in the Pricing Certificate) for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the CO Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may invest proceeds of the Certificates (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer

hereby covenants that the proceeds of the sale of the Certificates will be used as soon as practicable for the purposes for which the Certificates are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

(d) If so provided in the Pricing Certificate, the Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2021B Combination Tax and Limited Surplus Revenue Certificate of Obligation Equity Fund" (or such other named account as may be set for the in the Pricing Certificate) for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the CO Project as hereinbefore provided. The initial amount deposited into such equity fund, if any, shall be as set forth in the Pricing Certificate. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking Fund or transferred to any other fund or account as legally permitted at the discretion of the Issuer and as may be permitted by law. Amounts deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

Section 13. COMPLIANCE WITH RULE 15c2-12.

(a) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year ending in or after 2021, financial information and operating data with respect to the Issuer of the general type included in the final Official Statement authorized by Section 10 of this Ordinance, being the information described in the Pricing Certificate. The Issuer will additionally provide audited financial statements when and if available, and in any event, within twelve (12) months after the end of each fiscal year ending in or after 2021. If the audit of such financial statements is not complete within twelve (12) months after any such fiscal year end, then the Issuer will file unaudited financial statements within such twelve (12) month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in the appropriate appendix to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(b) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten (10) business days after the occurrence of the event) of any of the following events with respect to the Certificates:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
7. Modifications to rights of holders of the Certificates, if material;
8. Certificate calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Certificates, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor trustee or change in the name of the trustee, if material;
15. Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation of the Issuer, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any such financial obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase “bankruptcy, insolvency, receivership or similar event” means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of the Issuer, or if jurisdiction has been assumed by leaving the existing City Council and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of the above describe event notices 15 and 16, the term “financial obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(ii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(c) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give the notice

required by Subsection (b) hereof of any Certificate calls and defeasance that cause the Issuer to no longer be such an “obligated person”.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under the Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a qualified person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates.

(d) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board or any successor to its functions under the Rule.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer’s Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of the Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding that are required for the amendment, which instrument or

instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of such consent by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 15. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 16. APPROPRIATION. To pay the debt service coming due on the Certificates, if any (as determined by the Pricing Officer) prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

Section 18. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

[Execution Page Follows]

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ABILENE,
TEXAS, this ____ day of _____, 2021.

ATTEST:

Mayor, City of Abilene, Texas

City Secretary, City of Abilene, Texas

[CITY SEAL]

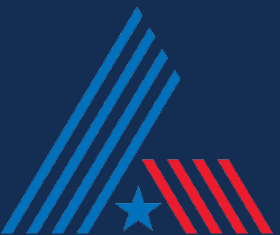
APPROVED AS TO FORM:

City Attorney

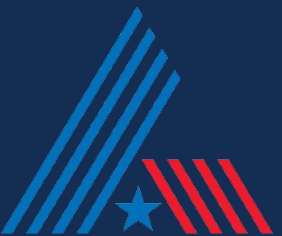
Ordinance & Public Hearing – Authorizing the Issuance and Sale of City of Abilene, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation Bonds for Convention Center Facilities



- The ordinance will authorize issuance of up to \$23,100,000 of certificates of obligation bonds for Convention Center facilities consisting of conference and meeting rooms, ballrooms, and related infrastructure and parking for the downtown hotel.
- The ordinance will delegate authority to act on selling and delivering the certificates to the Pricing Officer(s) (Mayor, City Manager, Finance Director)
 - Aggregate principal amount cannot exceed \$23,100,000
 - True interest cost cannot exceed 6%
 - Final maturity can be no later than February 15, 2042
 - Delegation authority expires after ninety days if not acted upon
- Repayment will be from city and state sales and hotel taxes derived from the Downtown Hotel.



Questions?





City Council Agenda Memo

City Council Meeting Date: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 16. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding the bid for Second Pressure Plane Supply Line - Phase I (*Rodney Taylor*)

GENERAL INFORMATION

Water Utilities staff is recommending that the Abilene City Council award the bid to Western Municipal Construction of Texas, LLC (WMC) of Justin, TX in the amount of \$7,295,724.00 for Second Pressure Plane Supply Line-Phase 1, CB-2140 (Project). The bid was advertised in the Abilene Reporter News on June 27 and July 4, 2021. A total of four bids were received on July 20, 2021. The bids were evaluated using the "best value" competitive bidding method. City staff and the Project Engineer evaluated the bids and determined that the bid by WMC provides the best value for the City of Abilene.

The bid packet included an Alternate Bid to substitute 18,134 linear feet of Ductile Iron pipe in place of PVC pipe. The alternate bid was in response to the volatility in the PVC pipe market at the time of bidding. Because of market volatility, the bidder is potentially at risk for spikes in pricing after bid submittal. Ductile iron pipe is not the preferred piping material, but it is a good substitute for PVC in certain situations. The total base bid including Alternate Bid Items is \$6,242,999.00, which is a potential savings of \$1,052,725.00. It is the opinion of staff that the long term corrosion resistance and flexibility of PVC pipe is sufficient justification for awarding the base bid for PVC.

The bid item includes an "Owners Allowance" in the amount of \$250,000.00 for work directed in writing by the City. The owner's allowance is for work not required within the Plans and Specifications and may be used in the event additional (or less) work from that shown on the Plans and Specifications is required.

SPECIAL CONSIDERATIONS

The Second Pressure Plane Water Supply Line and pump station project was included in the 2010 and 2020 Water Distribution Master Plans. This large scale plan is to be done in multiple phases as described in the

2020 Five Year Capital Improvements Program. The greater project is for the construction of a new 30" treated water pipeline to extend from the Buffalo Gap Elevated Storage Tank west and north to the Northwest Pump Station located within the Five Points Business Park. Phase I is the construction of a pipeline beginning at the BG EST to a connection with the Dyess 16" Water Supply Pipeline near Dub Wright Blvd and Jennings Drive. The project is the installation of approximately 18,134 linear feet of 30inch diameter pipe. Phase 2 will continue the 30inch pipeline north to the Northwest Pump Station site. Phase 3 is the construction of a new pump station at the Northwest Pump Station site. These projects are necessary in order to resolve a Notice of Violation from the Texas Commission on Environmental Quality regarding low water pressure issues in the vicinity of the existing High Level Pump Station.

Following are some key points for justifying the greater project:

- 1) Provide redundancy to aging Dyess 16" water pipeline and also allow for its eventual replacement or abandonment.
- 2) Improve the utilization of Northwest ground storage tank to reduce water age and improve water quality.
- 3) Allow for the eventual abandonment of the High Level Pump Station.
- 4) Improve water capacity and pressure in the southwest portion of the City.
- 5) Accommodate a needed future new elevated storage tank in west Abilene.
- 6) Add system redundancy and greatly increase capacity to transfer large quantities of potable water north and south across the distribution system.

FUNDING/FISCAL IMPACT

Funding for this project will utilize proceeds from the FY19 Certificates of Obligation for water utility capital improvements.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council award the bid for the Second Pressure Plane Supply Line-Phase 1 as described above.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Award Bid-Western Municipal Construction of Texas-Second Pressure Plane Supply Line-Phase 1-8-12-2021
2. Contract-Second Pressure Plane Supply Line-Phase 1-Western Municipal Construction of Texas-8-12-2021
3. Change Order-Value Share-Second Pressure Supply Line-Phase 1-Western Municipal Construction of Texas-7-12-2021
4. Letter of Recommendation-Bid Tab-2nd PP Supply Line-Phase1-8-12-2021
5. Presentation-Award Bid-Western Municipal Construction of Texas-Second Pressure Plane Supply Line-Phase 1-8-12-2021

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AWARDING THE BID TO WESTERN MUNICIPAL CONSTRUCTION OF TEXAS, LLC
FOR THE SECOND PRESSURE PLANE SUPPLY LINE-PHASE 1 PROJECT.**

WHEREAS, the City of Abilene (City) owns and operates a Public Water Supply System that includes three water treatment plants and the water distribution system; and

WHEREAS, the Texas Commission on Environmental Quality has issued a Notice of Violation due to the low pressure conditions existing upstream of the existing High Level Pump Station and for which cannot be reasonably resolved by modifying the pump station and thus requiring major infrastructure improvements in west Abilene to resolve that issue; and

WHEREAS, Jacob and Martin, LLC (JM) was hired to provide plans and contract documents, bidding assistance, general project supervision, and contract administration for the needed improvements for the Second Pressure Plane Water Supply Line-Phase 1; and

WHEREAS, Western Municipal Construction of Texas, LLC (WMC) submitted the lowest priced qualifying bid in the amount of \$7,295,724.00, and JM has evaluated the bids for best value criteria and for conformity with the advertisement for bids and does recommend awarding the bid to WMC in the amount of \$7,295,724.00; and

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

That the City Manager is authorized to execute a construction contract with Western Municipal Construction of Texas, LLC for the Second Pressure Plane Supply Line-Phase 1 in the amount of \$7,295,724.00.

ADOPTED this 12th day of August, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the ____ day of _____, 20____, is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Western Municipal Construction of Texas, LLC of the City of Justin _____, State of Texas _____ ("Contractor").

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

THE AGREEMENT

1. Work and Consideration. The Contractor hereby agrees to commence and complete the construction of Work required in the Contract Documents – incorporated herein by reference – Second Pressure Plane Supply Line – Phase 1

All work to be performed will be completed in conformance with (1) Part I of the City of Abilene's Standard Specifications for Construction adopted September, 2006 with the attached amendments in these Contract Documents, 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 Seven Million, Two Hundred Ninety-Five Thousand, Seven Hundred Twenty-Four Dollars and 00 Cents (7,295,724.00)

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) attorney’s 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:

Western Municipal Construction of Texas, LLC

Business Address: 402 Gulf Ave.

Justin, TX 76247

Signature

Business Phone No. (940)648-0020

Federal Tax I.D. # 83-3755149

Name – Typed or Printed

Jock Clause

Witness

ATTEST: (If Corporation)

Title – Typed or Printed

Managing Member

Corinna German

Corinna German, Witness

Corporate Seal

(If none, write "None")

CITY OF ABILENE

Authorized Signature

ATTEST:

APPROVED:

City Secretary

City Attorney

Seal



INTEGRITY
EXCELLENCE
TRUST

August 2, 2021

Mr. Rodney Taylor
Director of Water Utilities
City of Abilene
P.O. Box 60
Abilene, Texas 79604

Re: Second Pressure Plane Supply Line – Phase 1
Letter of Recommendation for Award

Sent: Via Email

Dear Mr. Taylor:

On July 20, 2021 the City of Abilene received bids for the Second Pressure Plane Supply – Phase 1 Project. Four bids were received for this project. A bid tabulation sheet summarizing the bids is included as an attachment to this letter. The four bids have been evaluated based on the “Best Value” criteria included in the Contract Documents. Based on our evaluation of the bids it is our conclusion that Western Municipal Construction of Texas, LLC provides the “Best Value” competitive bid at a total base bid amount of \$7,295,724.00.

Jacob and Martin has evaluated the Western Municipal Construction bid for conformity with the Contract Documents and checked their references. It is recommended that the contract be awarded to Western Municipal Construction of Texas, LLC for the contract amount of \$7,295,724.00. If the Water Department and City Council agrees with the recommendation for award, Jacob and Martin will prepare contract documents for execution by the Contractor and the City. Feel free to contact me if you have any questions.

Sincerely,

Kirt Harle, P.E.

JACOB | MARTIN



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford

BASE BID Tabulation

Engineer: Jacob & Martin, LLC
Abilene, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:				Western Municipal Construction of Texas, LLC		Utility Contractors of America, Inc.		MH Civil Constructors, Inc.		J&H Services, Inc.	
				402 Gulf Ave.		5805 County Road 7700		1100 S. Fillmore St., Suite 105		6616 Gulton Ct NE, Suite 90	
				Justin, TX 76247		Lubbock, TX 79424		Amarillo, TX 79105		Albuquerque, NM 87109	
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization, Bonding and Insurance	1	LS	\$ 350,000.00	\$ 350,000.00	\$ 800,000.00	\$ 800,000.00	\$ 175,762.06	\$ 175,762.06	\$ 685,000.00	\$ 685,000.00
2	30" DR 21 C900 PVC Water Line (Installed in Open Country)	13,575	LF	\$ 270.00	\$ 3,665,250.00	\$ 260.00	\$ 3,529,500.00	\$ 300.00	\$ 4,072,500.00	\$ 315.00	\$ 4,276,125.00
3	30" DR 21 C900 PVC Water Line (Installed in Roadway)	3,384	LF	\$ 290.00	\$ 981,360.00	\$ 300.00	\$ 1,015,200.00	\$ 325.00	\$ 1,099,800.00	\$ 332.00	\$ 1,123,488.00
4	30" DR21 Fusible PVC Water Line (Installed in Slick Bore or Bore and Encasement)	1,175	LF	\$ 349.00	\$ 410,075.00	\$ 425.00	\$ 499,375.00	\$ 500.00	\$ 587,500.00	\$ 405.00	\$ 475,875.00
5	30" DR21 Fusible PVC Water Line (Installed in Horizontal Directional Drill)	530	LF	\$ 400.00	\$ 212,000.00	\$ 400.00	\$ 212,000.00	\$ 450.00	\$ 238,500.00	\$ 388.00	\$ 205,640.00
6	12" DR18 C900 PVC Water Line	150	LF	\$ 100.00	\$ 15,000.00	\$ 80.00	\$ 12,000.00	\$ 100.00	\$ 15,000.00	\$ 79.00	\$ 11,850.00
7	30" Slick Bore (30" Carrier Pipe Bid as Separate Item)	720	LF	\$ 460.00	\$ 331,200.00	\$ 325.00	\$ 234,000.00	\$ 350.00	\$ 252,000.00	\$ 255.00	\$ 183,600.00
8	30" Horizontal Directional Drill (30" Carrier Pipe Bid as Separate Item)	510	LF	\$ 550.00	\$ 280,500.00	\$ 350.00	\$ 178,500.00	\$ 700.00	\$ 357,000.00	\$ 255.00	\$ 130,050.00
9	36" Bore with Steel Encasement (30" Carrier Pipe Bid as Separate Item)	130	LF	\$ 647.00	\$ 84,110.00	\$ 550.00	\$ 71,500.00	\$ 600.00	\$ 78,000.00	\$ 752.00	\$ 97,760.00
10	36" Jack and Bore with Steel Encasement (30" Carrier Pipe Bid as Separate Item)	290	LF	\$ 612.00	\$ 177,480.00	\$ 550.00	\$ 159,500.00	\$ 500.00	\$ 145,000.00	\$ 752.00	\$ 218,080.00
11	30" Water Line Connection	1	EA	\$ 16,175.00	\$ 16,175.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
12	12" Water Line Connection	1	EA	\$ 4,635.00	\$ 4,635.00	\$ 4,000.00	\$ 4,000.00	\$ 15,000.00	\$ 15,000.00	\$ 2,725.00	\$ 2,725.00
13	16"x14" Tapping Sleeve and 14" Tapping Valve	1	EA	\$ 16,900.00	\$ 16,900.00	\$ 22,000.00	\$ 22,000.00	\$ 37,000.00	\$ 37,000.00	\$ 23,000.00	\$ 23,000.00
14	12" Tapping Sleeve and 12" Tapping Valve	1	EA	\$ 8,100.00	\$ 8,100.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,300.00	\$ 9,300.00
15	30" Butterfly Valve	9	EA	\$ 16,780.00	\$ 151,020.00	\$ 23,000.00	\$ 207,000.00	\$ 25,000.00	\$ 225,000.00	\$ 25,100.00	\$ 225,900.00
16	24" Butterfly Valve	1	EA	\$ 10,170.00	\$ 10,170.00	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00	\$ 17,050.00	\$ 17,050.00
17	12" Gate Valve	1	EA	\$ 2,975.00	\$ 2,975.00	\$ 4,500.00	\$ 4,500.00	\$ 7,000.00	\$ 7,000.00	\$ 4,150.00	\$ 4,150.00
18	6" Gate Valve	4	EA	\$ 1,450.00	\$ 5,800.00	\$ 2,250.00	\$ 9,000.00	\$ 2,000.00	\$ 8,000.00	\$ 1,950.00	\$ 7,800.00
19	6" Fire Hydrant	4	EA	\$ 3,595.00	\$ 14,380.00	\$ 3,600.00	\$ 14,400.00	\$ 4,000.00	\$ 16,000.00	\$ 5,400.00	\$ 21,600.00
20	Waterline Marker	19	EA	\$ 140.00	\$ 2,660.00	\$ 85.00	\$ 1,615.00	\$ 50.00	\$ 950.00	\$ 127.00	\$ 2,413.00
21	Flowable Fill Backfill	200	LF	\$ 70.00	\$ 14,000.00	\$ 150.00	\$ 30,000.00	\$ 100.00	\$ 20,000.00	\$ 215.00	\$ 43,000.00
22	Trench Safety	2,300	LF	\$ 15.00	\$ 34,500.00	\$ 2.00	\$ 4,600.00	\$ 1.00	\$ 2,300.00	\$ 58.00	\$ 133,400.00
23	Pavement Repair	3,180	LF	\$ 73.00	\$ 232,140.00	\$ 80.00	\$ 254,400.00	\$ 100.00	\$ 318,000.00	\$ 55.00	\$ 174,900.00
24	Detectable Tape and Tracer Wire	18,794	LF	\$ 1.00	\$ 18,794.00	\$ 1.00	\$ 18,794.00	\$ 0.01	\$ 187.94	\$ 0.50	\$ 9,397.00
25	Stormwater Pollution Plan	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$ 40,000.00	\$ 40,000.00
26	Allowance for work directed and in writing by the City for legitimate Project related issues	1	LS	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00
TOTAL BASE BID (Items 1 - 26)					\$ 7,295,724.00		\$ 7,581,884.00		\$ 7,966,000.00		\$ 8,387,103.00

(*) - Extension Error

ALTERNATE BID Tabulation

Engineer: Jacob & Martin, LLC
Abilene, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the
Following:

				Western Municipal Construction of Texas, LLC		Utility Contractors of America, Inc.		MH Civil Constructors, Inc.		J&H Services, Inc.	
				402 Gulf Ave.		5805 County Road 7700		1100 S. Fillmore St., Suite 105		6616 Gulton Ct NE, Suite 90	
				Justin, TX 76247		Lubbock, TX 79424		Amarillo, TX 79105		Albuquerque, NM 87109	
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization, Bonding and Insurance	1	LS	\$ 350,000.00	\$ 350,000.00	\$ 800,000.00	\$ 800,000.00	\$ 175,762.06	\$ 175,762.06	\$ 685,000.00	\$ 685,000.00
A1	30" CL200 Ductile Iron Water Line (Installed in Open Country)	13,575	LF	\$ 220.00	\$ 2,986,500.00	\$ 243.00	\$ 3,298,725.00	\$ 230.00	\$ 3,122,250.00	\$ 262.00	\$ 3,556,650.00
A2	30" CL200 Ductile Iron Water Line (Installed in Roadway)	3,384	LF	\$ 240.00	\$ 812,160.00	\$ 270.00	\$ 913,680.00	\$ 250.00	\$ 846,000.00	\$ 278.00	\$ 940,752.00
A3	30" CL200 Restrained Joint Ductile Iron Water Line (Installed in Slick Bore or Bore and Encasement)	1,175	LF	\$ 164.00	\$ 192,700.00	\$ 335.00	\$ 393,625.00	\$ 300.00	\$ 352,500.00	\$ 1,260.00	\$ 1,480,500.00
5	30" DR21 Fusible PVC Water Line (Installed in Horizontal Directional Drill)	530	LF	\$ 400.00	\$ 212,000.00	\$ 400.00	\$ 212,000.00	\$ 450.00	\$ 238,500.00	\$ 388.00	\$ 205,640.00
6	12" DR18 C900 PVC Water Line	150	LF	\$ 100.00	\$ 15,000.00	\$ 80.00	\$ 12,000.00	\$ 100.00	\$ 15,000.00	\$ 79.00	\$ 11,850.00
7	30" Slick Bore (30" Carrier Pipe Bid as Separate Item)	720	LF	\$ 460.00	\$ 331,200.00	\$ 325.00	\$ 234,000.00	\$ 350.00	\$ 252,000.00	\$ 255.00	\$ 183,600.00
8	30" Horizontal Directional Drill (30" Carrier Pipe Bid as Separate Item)	510	LF	\$ 550.00	\$ 280,500.00	\$ 350.00	\$ 178,500.00	\$ 700.00	\$ 357,000.00	\$ 255.00	\$ 130,050.00
A4	42" Bore with Steel Encasement (30" Carrier Pipe Bid as Separate Item)	130	LF	\$ 677.00	\$ 88,010.00	\$ 575.00	\$ 74,750.00	\$ 800.00	\$ 104,000.00	\$ 985.00	\$ 128,050.00
A5	42" Jack and Bore with Steel Encasement (30" Carrier Pipe Bid as Separate Item)	290	LF	\$ 642.00	\$ 186,180.00	\$ 575.00	\$ 166,750.00	\$ 800.00	\$ 232,000.00	\$ 985.00	\$ 285,650.00
11	30" Water Line Connection	1	EA	\$ 16,175.00	\$ 16,175.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
12	12" Water Line Connection	1	EA	\$ 4,635.00	\$ 4,635.00	\$ 4,000.00	\$ 4,000.00	\$ 15,000.00	\$ 15,000.00	\$ 2,725.00	\$ 2,725.00
13	16"x14" Tapping Sleeve and 14" Tapping Valve	1	EA	\$ 16,900.00	\$ 16,900.00	\$ 22,000.00	\$ 22,000.00	\$ 37,000.00	\$ 37,000.00	\$ 23,000.00	\$ 23,000.00
14	12" Tapping Sleeve and 12" Tapping Valve	1	EA	\$ 8,100.00	\$ 8,100.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 9,300.00	\$ 9,300.00
15	30" Butterfly Valve	9	EA	\$ 16,780.00	\$ 151,020.00	\$ 23,000.00	\$ 207,000.00	\$ 25,000.00	\$ 225,000.00	\$ 25,100.00	\$ 225,900.00
16	24" Butterfly Valve	1	EA	\$ 10,170.00	\$ 10,170.00	\$ 20,000.00	\$ 20,000.00	\$ 18,000.00	\$ 18,000.00	\$ 17,050.00	\$ 17,050.00
17	12" Gate Valve	1	EA	\$ 2,975.00	\$ 2,975.00	\$ 4,500.00	\$ 4,500.00	\$ 7,000.00	\$ 7,000.00	\$ 4,150.00	\$ 4,150.00
18	6" Gate Valve	4	EA	\$ 1,450.00	\$ 5,800.00	\$ 2,250.00	\$ 9,000.00	\$ 2,000.00	\$ 8,000.00	\$ 1,950.00	\$ 7,800.00
19	6" Fire Hydrant	4	EA	\$ 3,595.00	\$ 14,380.00	\$ 3,600.00	\$ 14,400.00	\$ 4,000.00	\$ 16,000.00	\$ 5,400.00	\$ 21,600.00
20	Waterline Marker	19	EA	\$ 140.00	\$ 2,660.00	\$ 85.00	\$ 1,615.00	\$ 50.00	\$ 950.00	\$ 127.00	\$ 2,413.00
21	Flowable Fill Backfill	200	LF	\$ 70.00	\$ 14,000.00	\$ 150.00	\$ 30,000.00	\$ 100.00	\$ 20,000.00	\$ 215.00	\$ 43,000.00
22	Trench Safety	2,300	LF	\$ 15.00	\$ 34,500.00	\$ 2.00	\$ 4,600.00	\$ 1.00	\$ 2,300.00	\$ 58.00	\$ 133,400.00
23	Pavement Repair	3,180	LF	\$ 73.00	\$ 232,140.00	\$ 80.00	\$ 254,400.00	\$ 100.00	\$ 318,000.00	\$ 55.00	\$ 174,900.00
24	Detectable Tape and Tracer Wire	18,794	LF	\$ 1.00	\$ 18,794.00	\$ 1.00	\$ 18,794.00	\$ 0.01	\$ 187.94	\$ 0.50	\$ 9,397.00
25	Stormwater Pollution Plan	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$ 40,000.00	\$ 40,000.00
26	Allowance for work directed and in writing by the City for legitimate Project related issues	1	LS	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00
TOTAL BASE BID INCLUDING ALTERNATES (Items 1 - 26)					\$ 6,242,999.00		\$ 7,154,339.00		\$ 6,639,950.00		\$ 8,587,377.00

(*) - Extension Error

Award the bid to Western Municipal Construction of Texas,
LLC
for the
Second Pressure Plane Supply Line-Phase 1 Project.



- Western Municipal Construction of Texas, LLC (WMC) submitted the lowest priced bid of \$7,295,724.00, and City staff and the design engineer have determined that the low bid is the best value for the City of Abilene.
- Due to market volatility the bid packet included an Alternate Bid substituting Ductile Iron for PVC. Ductile iron is not the preferred piping material. The total base bid including Alternate Bid Items is \$6,242,999.00, which is a potential savings of \$1,052,725.00. It is staff's recommendation to award the base bid for PVC pipe.
- The bid item includes an "Owner's Allowance" in the amount of \$250,000 for work directed in writing by the City. The owner's allowance is for work not required within the Plans and Specifications and may be used in the event additional (or less) work from that shown on the Plans or Specifications is required.



- WMC has demonstrated having experience with a variety of large municipal water utility projects.
- Texas Commission on Environmental Quality has issued a Notice of Violation due to low water pressure conditions upstream of the High Level Pump Station and for which cannot be reasonably resolved by modifying the pump station.
- The Second Pressure Plane Supply Line-Phase 1 project is the installation of a 30inch pipeline beginning near the Buffalo Gap Elevated Storage Tank and extending west and north along Rebecca Lane and Dub Wright Blvd to Jennings Drive.
- Subsequent phases of design and construction will continue this project pipeline to the Northwest pump station site where a new pump station will be constructed to replace the capacity of the High Level Pump Station.



Award the bid to Western Municipal Construction of Texas,
LLC
for the
Second Pressure Plane Supply Line-Phase 1 Project.

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 17. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing a change order to the contract for Second Pressure Plane Supply Line - Phase 1 (*Rodney Taylor*)

GENERAL INFORMATION

Water Utilities Staff is recommending that the Abilene City Council approve the resolution authorizing Change Order No. 1 to the contract with Wester Municipal Construction of Texas, LLC (WMC) for Second Pressure Plane Supply Line-Phase 1. The value of Change Order No. 1 is a reduction in prices totaling \$451,665.00. The reduction in contract price is the result of a value adjustment by WMC due to the reduction in purchase price for the PVC pipe to be used in the project. The total contract price is revised from \$7,295,724,00 down to \$6,844,059.00.

SPECIAL CONSIDERATIONS

There was a high level of price volatility in the PVC pipe market at the time that the bids for the project were submitted. Bidders are at risk when submitting bids during volatile market conditions, and they commonly mark up unit pricing sufficient to cover their risk. The contractor and the vendor have a better understanding of the pricing at the time that the order is placed. WMC has agreed to make a value adjustment based on current market conditions.

FUNDING/FISCAL IMPACT

Change Order No. 1 will reduce the contract price by \$451,665.00.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the resolution approving Change Order No. 1 and described above.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Change Order No 1 to contract for Second Pressure Plane Supply Line Phase 2-Wester Municipal Construction of Texas P1-8-12-20
2. Change Order-Value Share-Second Pressure Supply Line-Phase 1-Western Municipal Construction of Texas-7-12-2021
3. Presentation-Change Order No 1 to contract with Wester Municipal Construction of Texas for 2nd PP Supply Line P1-8-12-2021

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING CHANGE ORDER NO. 1 TO THE CONTRACT WITH WESTERN MUNICIPAL CONSTRUCTION OF TEXAS, LLC FOR THE SECOND PRESSURE PLANE SUPPLY LINE-PHASE 1.

WHEREAS, on August 12, 2021 the Abilene City Council awarded the bid to Western Municipal Construction of Texas, LLC (WMC) for the Second Pressure Plane Supply Line-Phase 1; and

WHEREAS, there was pricing volatility in the PVC pipe market at the time that the bids for the project were submitted which resulted in bid prices higher than the engineers estimates; and

WHEREAS, the bidders are at risk when submitting bids during volatile market conditions and commonly mark-up unit pricing sufficient to cover their risk; and

WHEREAS, the contractor and its vendor now have a better understanding of current pipe pricing and therefore WMC has agreed to make a value adjustment based on current market conditions; and

WHEREAS, Change Order No. 1 is a change of \$451,665.00 to the total price of the contract with WMC for the Second Pressure Plane Supply Line-Phase 1 and revises the contract price from \$7,295,724.00 down to \$6,844,059.00; and

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

That the City Manager is authorized to execute Change Order No. 1 to the contract with Wester Municipal Construction of Texas, LLC for the Second Pressure Plane Supply Line-Phase 1 project resulting in a revised contract price of \$6,844,059.00.

ADOPTED this 12th day of August, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney

CHANGE ORDER



CITY OF ABILENE

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Western Municipal Construction of Texas, LLC

2. Change Order Work Limits:

Sta. N/A

to Sta. N/A

3. Type of Change: Major
(Major/Minor)

4. Reasons: Contractor adjustment to PVC unit prices

5. Describe the work being revised: Contractor is offering a value adjustment to the unit bid prices for PVC pipe installation based on the current market value of PVC piping. The total adjustment to base bid amount is a reduction of \$451,665.00. Attached is a cost breakdown of the adjustments to the unit pricing for the PVC pipe bid items.

6. New or revised plan sheet(s), sketch(es), and estimates are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due.

THE CONTRACTOR Date:

(Signature)

Typed/Printed Name: Jock Clause

Typed/Printed Title: Managing Member

The following information must be provided:

Change in contract time:

0 days

Original contract price:

\$7,295,724.00

Existing contract price: *

\$7,295,724.00

Amount subtracted by this CO:

\$451,665.00

Revised contract price:

\$6,844,059.00

* Includes previous COs

RECOMMENDED FOR EXECUTION:

Rodney Taylor, Director of Water Utilities

Date: _____

APPROVED FOR EXECUTION:

Robert Hanna, City Manager

Date: _____

Updated February 2020



CITY OF ABILENE
SECOND PRESSURE PLANE SUPPLY LINE -
PHASE 1

CHANGE ORDER NO. 1 COST BREAKDOWN

AUGUST 12, 2021

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
ORIGINAL BASE BASE BID PVC UNIT PRICES					
Bid Item 2	30" DR 21 C900 PVC Water Line (Installed in Open Country)	13,575	LF	\$ 270.00	\$3,665,250.00
Bid Item 3	30" DR 21 C900 PVC Water Line (Installed in Roadway)	3,384		\$ 290.00	\$981,360.00
Bid Item 4	30" DR21 Fusible PVC Water Line (Installed in Slick Bore or Bore and Encasement)	1,175		\$ 349.00	\$410,075.00
Subtotal:					\$5,056,685.00
REVISED PVC UNIT PRICES					
Bid Item 2	30" DR 21 C900 PVC Water Line (Installed in Open Country)	13,575	LF	\$ 240.00	\$3,258,000.00
Bid Item 3	30" DR 21 C900 PVC Water Line (Installed in Roadway)	3,384		\$ 280.00	\$947,520.00
Bid Item 4	30" DR21 Fusible PVC Water Line (Installed in Slick Bore or Bore and Encasement)	1,175		\$ 340.00	\$399,500.00
Subtotal:					\$4,605,020.00
TOTAL DIFFERENCE BETWEEN BASE BID AND REVISED PVC UNIT PRICES:					\$451,665.00

Change Order No. 1 to contract with
Western Municipal Construction of Texas, LLC for the
Second Pressure Plane Supply Line-Phase 1 Project.



- On August 12, 2021 the Abilene City Council awarded the bid to Western Municipal Construction of Texas, LLC (WMC) for the Second Pressure Plane Supply Line-Phase 1
- Change Order No. 1 is a change of \$451,665.00 to the total price of the contract and revises the contract price from \$7,295,724.00 down to \$6,844,059.00
- There was pricing volatility in the PVC pipe market at the time that the bids for the project were submitted which resulted in bid prices higher than the engineers estimates
- The contractor and its vendor now have a better understanding of current pipe pricing and therefore WMC has agreed to make a value adjustment based on current market conditions



Change Order No. 1 to contract with
Western Municipal Construction of Texas, LLC for the
Second Pressure Plane Supply Line-Phase 1 Project.

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 18. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on amending the Agreement with Remington Estates and Iberis Road South Phase 2 (Rodney Taylor)

GENERAL INFORMATION

Water Utilities staff is recommending that the Abilene City Council approve the resolution for Amendment to Agreement Between the City of Abilene, Texas and Remington Estates and Iberis Road South Phase 2 (Amendment). The Agreement is effective August 18, 2003. In accordance with the Amendment, the City of Abilene agrees to receive sewage from commercial business development, including multifamily housing, occurring on the tracts of land identified as Taylor County Appraisal District Property ID 20529, Legal Description AO865 SUR 41, L A L SW/4, Acres 11.445 and Property ID 969011, Legal Description A0865 SUR 41 L A L SW/4, ACRES 2, and together totaling 13.445 Acres (the "Property"). The Director of Water Utilities believes that this is the original intent of the parties to the Agreement.

SPECIAL CONSIDERATIONS

Around the year 2000 the City of Abilene (City) began planning for the construction of the Ivie Pipeline System and the Southside (later renamed Hargesheimer) Water Treatment Plant (SS WTP). The City acquired a large portion of the former Abilene Southern Railroad right of way (RR ROW) beginning south of Ovalo and continuing north to the southern Abilene City limits. The RR ROW was utilized to install a new raw water pipeline to supply the Southside WTP and a new treated water pipeline to transport treated water from the SS WTP to the southern end of the City's water distribution system. A portion of the RR ROW is owned by the partnership of Jerry Hallmark and Dale Morrision (Developer). In exchange for an easement for the treated water pipeline the City agreed to provide the Developer with a connection to the City's planned Cedar Gap Sewer extension to serve the SS WTP. The connection was to provide for the

Developer's extension of an 8inch sewer main across Highway 83/84 to the Developer's property identified as Remington Estates. Upon completion and acceptance, the sewer extension and development collection system were conveyed to the City.

The Final Plat of The Remington Estates Subdivision Section One was filed for record with the Taylor County Clerk in August, 2003. The boundary of the platted area does not include the property now identified for commercial business development. However, the Director of Water Utilities recalls that it was the intent of the Developer at that time to eventually develop its property located adjacent to the platted property as commercial business development. Item 7. of the "CITY agrees:" section of the Agreement was intentionally added during the drafting of the Agreement for the purpose of allowing the future connection to the sewer extension for commercial business development of the adjacent property. The Amendment provides clarity as to the original intent of the parties of the Agreement.

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the resolution for Amendment to Agreement Between the City of Abilene, Texas and Remington Estates and Iberis Road South Phase 2 clarifying that the City of Abilene agrees to receive sewage from commercial business development, including multifamily housing, occurring on the Property described above and totaling 13.445 Acres.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Amendment to Agreement between the City of Abilene, Texas and Remington Estates and Iberis Road South Phase 2-V2-8-12-2021.d
2. Amendment to Agreement
3. Remington Estates agreement sewer 2003
4. Presentation-Amending the Agreement between COA and Remington Estate and Iberis Road South Phase 2-V2-8-12-2021

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AMENDING THE AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS AND
THE REMINGTON ESTATES AND IBERIS ROAD SOUTH PHASE 2.**

WHEREAS, on August 18, 2003 the City of Abilene (City) and Remington Estates and Iberis Road South Phase 2 (Developer) entered into an Agreement for the purpose of connecting the sewer collection system of the City's Cedar Gap Outfall to the phased residential development located South of Remington Road and west of State Highway 83/84; and

WHEREAS, in accordance with the Agreement the City agrees to receive sewage from the commercial business development of Remington Estates; and

WHEREAS, the final plat of The Remington Estates Subdivision Section One was recorded in August 2003, and it does not include within the boundaries of the platted area the adjacent property now being identified for commercial business development; and

WHEREAS, the Director of Water Utilities believes that both parties of the Agreement knew and understood at the time of execution of the Agreement that commercial business development was planned for the Developer's adjacent property and that the City would receive sewage from that future commercial business development; and

WHEREAS, the Amendment to Agreement Between the City of Abilene, Texas and Remington Estates and Iberis Road South Phase 2 provides clarity as to the original intent of the parties of the Agreement to receive sewage from commercial business development occurring on the adjacent property identified in the Amendment; and

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

That the City Manager is authorized to execute the Amendment to Agreement between the City of Abilene, Texas and Remington Estates and Iberis Road South Phase 2.

ADOPTED this 12th day of August, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney

AMENDMENT TO AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS AND
REMINGTON ESTATES AND IBERIS ROAD SOUTH PHASE 2

WHEREAS, on August 18, 2003 the City of Abilene, Texas ("City") and Remington Estates and Iberis Road South Phase 2 ("Developer") entered into an Agreement for the purpose of connecting the sewer collection system of the City's Cedar Gap Outfall to the phased residential development located South of Remington Road, West of State Highway 83/84; and

WHEREAS, the Agreement is recorded at Volume 2864, Page 223, Official Public Records of Taylor County, Texas; and

WHEREAS, the City and Developer desire to amend the terms and conditions of the Agreement; and

WHEREAS, the City and Developer, by mutual agreement herein, agree to and do hereby amend the Agreement as follows:

1. The City agrees to receive sewage from commercial business development, including multifamily housing, occurring on the tract of land formally identified as Taylor County Appraisal District Property ID 20529, Legal Description AO865 SUR 41 L A L SW/4, Acres 13.445ac and Property ID 969011, Legal Description A0865 SUR 41 L A L SW/4, ACRES 2 (the "Property"). Any sewer connections will be made along an existing 8-inch sewer main owned and operated by the City and existing within an easement across the Property.
2. The Developer shall pay to the City a one-time connection fee of \$10 for purposes of connections as set forth above.

NOW THEREFORE, the City and Developer do hereby amend the Agreement as stated above. All other terms and conditions of the Agreement dated August 18, 2003 remain in full force and effect and are not amended hereby.

AGREED this _____ day of _____, 2021.

CITY OF ABILENE, TEXAS

DEVELOPER

By: _____
Robert Hanna, City Manager

By: 
Jerry Hallmark, Manager

3-634.1

AGREEMENT

This agreement is effective as of this 18th day of Aug, 2003, by and between the City of Abilene, Texas, a municipal corporation principally situated in Taylor County, (the "City") and Remington Estates and Iberis Road South Phase 2, a phased residential development (the "Developer").

WHEREAS, Remington Estates and Iberis Road South Phase 2 is a phased residential development located North of County Road 325, West of State Highway 83/84. The development is outside the City limits of Abilene, Texas but located within the City's extraterritorial jurisdiction.; and

WHEREAS, the parties agree that a need exists for Developer to connect the sewer collection system of the development to the City's Cedar Gap Outfall; and

WHEREAS, if certain conditions are met the City agrees to receive residential sewage from Developer; and

Therefore, the parties agree as follows:

CITY agrees:

1. To receive residential sewage from Remington Estates and Iberis Road South Phase 2.
2. To provide to Developer a Sanitary Sewer Agreement that will be used by all property owners desiring connection.
3. To inspect the sewer system after Developer completes to ensure that City standards are met.
4. To control and operate the Sewer mains upon completion of installation by Developer and after City inspects and approves such installation.
5. To bill monthly each lot owner that signs a Sanitary Sewer Agreement, according to terms and conditions contained in said agreement.
6. To maintain and repair the system after a one- year warranty period.
7. To receive sewage from commercial business development of Remington Estates.

DEVELOPER agrees as follows:

1. To have a professional engineer design a branch extension and collection sewer main.
2. To provide all pipe, materials, parts, labor, equipment necessary to properly install and operate the sewer main and will ensure that City standards are met.
3. To pay to the City a one-time connection fee of two thousand dollars (\$2000.00).

3-634.2

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4. To have each property owner desiring sewer service sign the Sanitary Sewer Agreement provided by City.
5. To provide City a one- year warranty for repairs and maintenance on said installation.
6. To dedicate to the City any necessary easements for the extension.
7. To forfeit any rights to collect pro rata or connection fees from this extension.
8. To hold the City harmless from and indemnify the City for any liabilities or actions resulting from Developer's activities associated in this Agreement.

ACCEPTED AND AGREED:

City of Abilene

By: [Signature]
Larry D. Gilley, City Manager
Date: 8/18/03

Remington Estates and
Iberis Road South Phase 2

By: [Signature]
President

Date: 8-15-03

By: [Signature]
Secretary/Treasurer

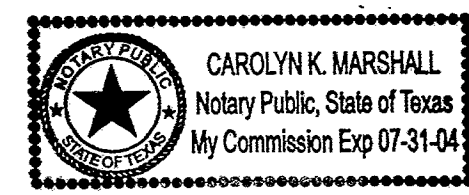
Date: 8-15-03

Dale Morrison
209 CR 127

TUSCOLA, TX 79562

STATE OF TEXAS
COUNTY OF TAYLOR

Sworn to and subscribed before me by Dale Morrison, President of Remington Estates and Iberis Road South Phase 2, on this the 25th day of August, 2003.



[Signature]
Notary Public, State of Texas

Amending the Agreement between the City of Abilene, Texas and the Remington Estates and Iberis Road South Phase 2.



- On August 18, 2003 the City of Abilene (City) and Remington Estates and Iberis Road South Phase 2 (Developer) entered into an Agreement for the purpose of connecting the sewer collection system of the City's Cedar Gap Outfall to the phased residential development located South of Remington Road and west of State Highway 83/84
- In accordance with the Agreement the City agrees to receive sewage from the commercial business development of Remington Estates
- The final plat of The Remington Estates Subdivision Section One was recorded in August 2003, and it does not include within the boundaries of the platted area the adjacent property now being identified for commercial business development



- The Director of Water Utilities believes that both parties of the Agreement knew and understood at the time of execution of the Agreement that commercial business development was planned for the Developer's adjacent property and that the City would receive sewage from that future commercial business development
- The Amendment to Agreement Between the City of Abilene, Texas and Remington Estates and Iberis Road South Phase 2 provides clarity as to the original intent of the parties of the Agreement to receive sewage from commercial business development occurring on the adjacent property identified in the Amendment





Amending the Agreement between the City of Abilene, Texas and the Remington Estates and Iberis Road South Phase 2.

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 19.

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*)

- **Airport Development Board**

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 12th day of August, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____ EXHIBIT "A"	
Board	Term End Date
<i>Airport Development Board</i>	
Lori Dodd[New]	November 2023

Resolution: Appointing Member(s) to various Boards and Commissions per the City Charter

- Airport Development Board





**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Gregory McCaffery

SUBJECT: **20. Ordinance (Final 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 R2
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 change from one-way traffic flow to two-way traffic flow; 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 the 8th day of August, 2021, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 12th day of August, 2021, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 12th 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 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 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
Lindbergh Dr.	From State Highway 36 to Navajo Tr.	South

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North 4th St.	From Walnut St. to Grape St.	West
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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
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 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

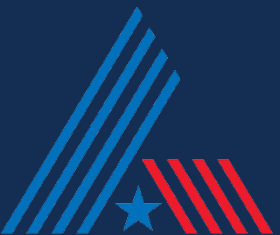


One-way Roadways

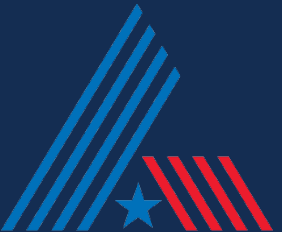
As part of the downtown hotel project, traffic flow on N 5th St. between Grape St. and Plum St. will change from one-way traffic to two-way traffic and part of N. 10th Street.

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: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Cheryl Sawyers, Planning Services Manager

SUBJECT: **21. Ordinance (Final 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

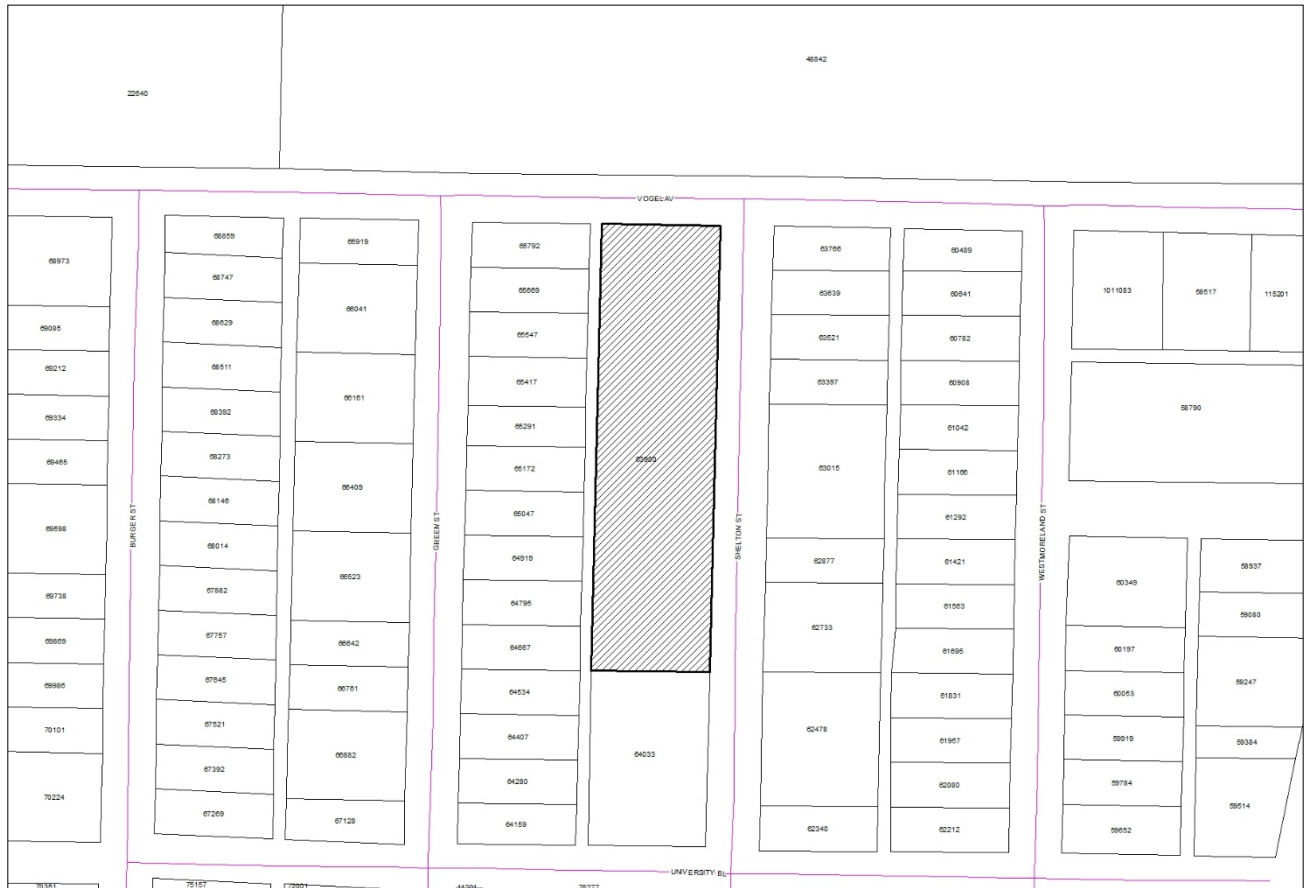
MAYOR

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

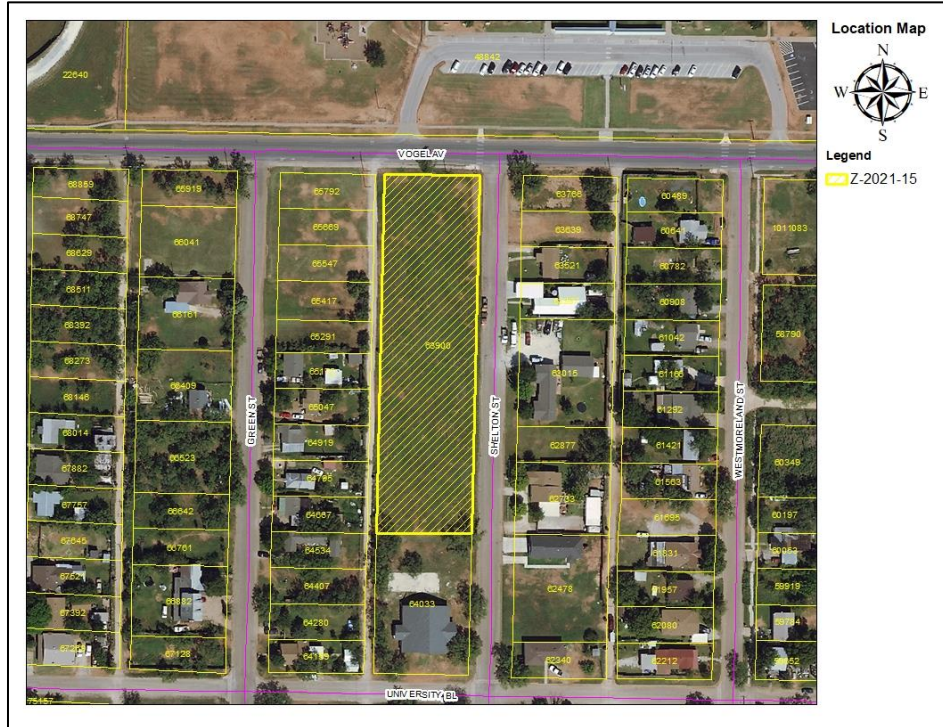
Owner	Parcel ID	Response
ABILENE INDEPENDENT	48842	
BDS LEASING	65291	
CHAVARRIA ARTURO JULIAN & JULIA A	64407	
CORDOVA JULIO	62478	
CRUZ FRED	63639	
FLORES ADAM A JR	65417	
FLORES JOSUE & PAULA E	65792	
FLORES JOSUE & PAULA E	65547	
FLORES JOSUE & PAULA E	65669	
FLORES MARISSA R	62877	
GARCIA ROLAND & 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

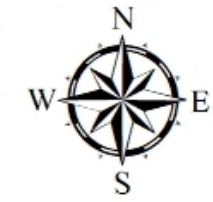


-99.750 32.479 Degrees

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

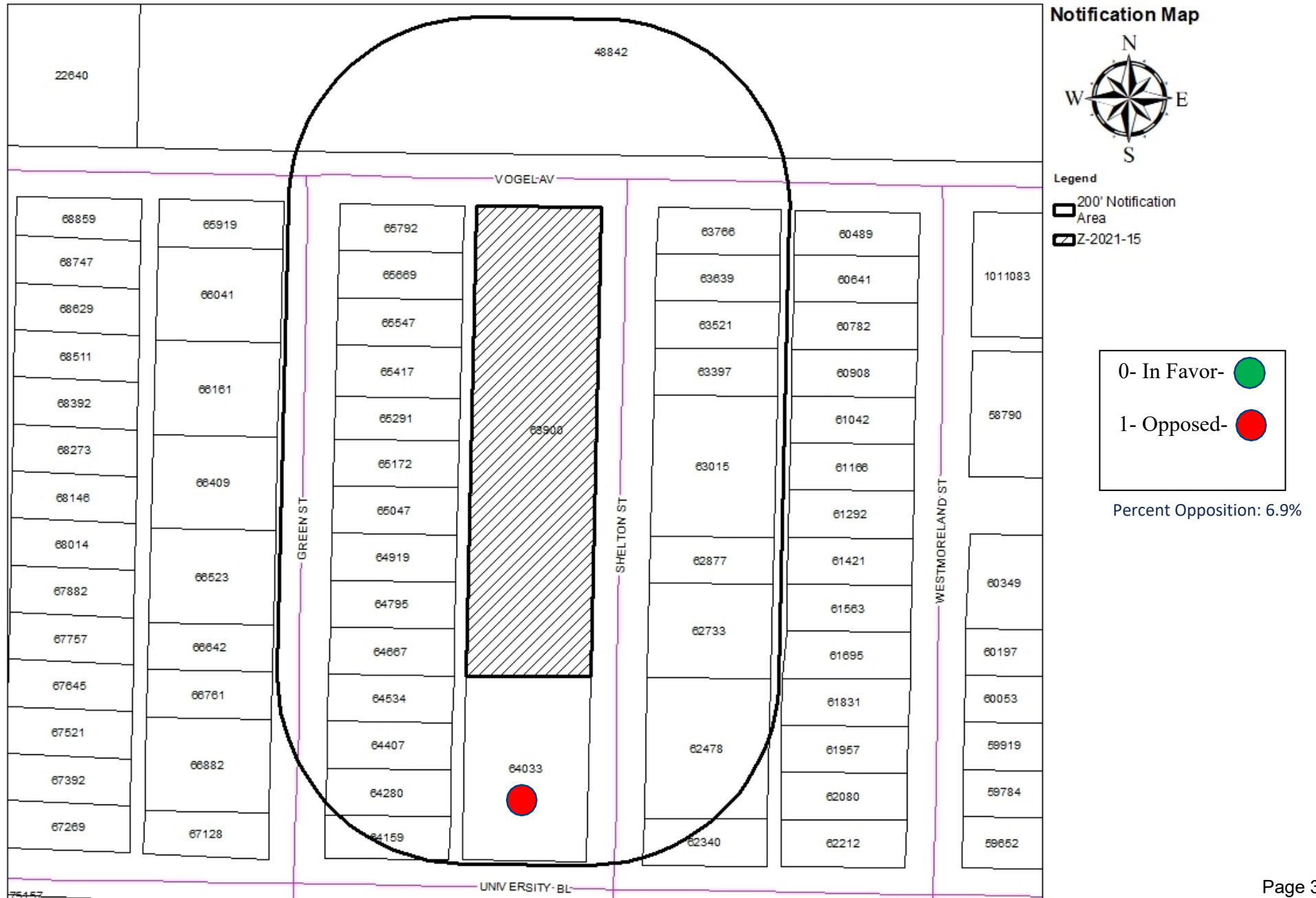
P
C
TP

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: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Cheryl Sawyers, Planning Services Manager

SUBJECT: **22. Ordinance (Final 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)

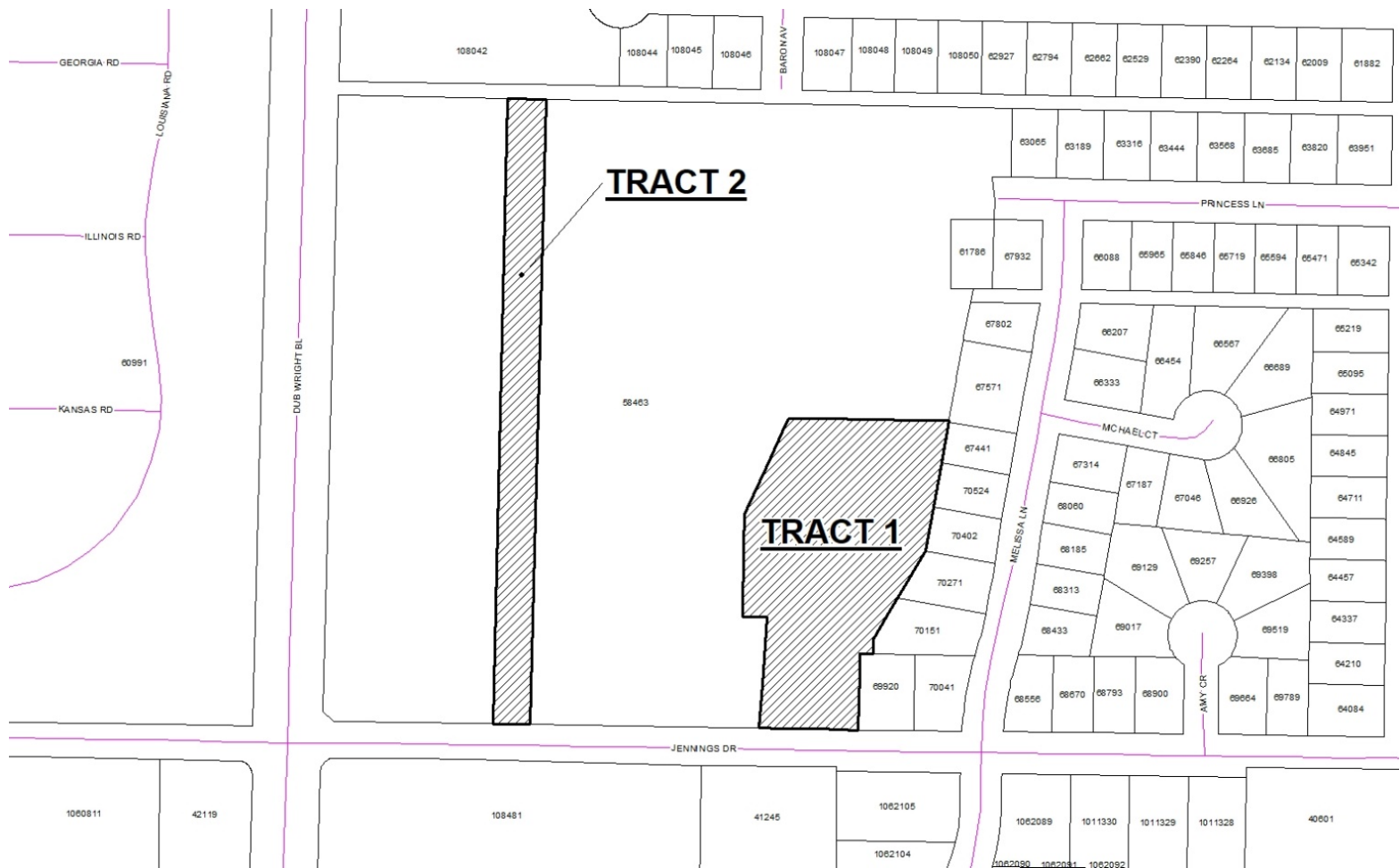
BEING a 1.144 Acre Tract out of The J.H. Beck Survey NO. 42, City of Abilene, Taylor County, Texas. Said 1.144 acres tract is more particularly described in metes and bounds as follows:

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 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.



Page 357 of 606

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

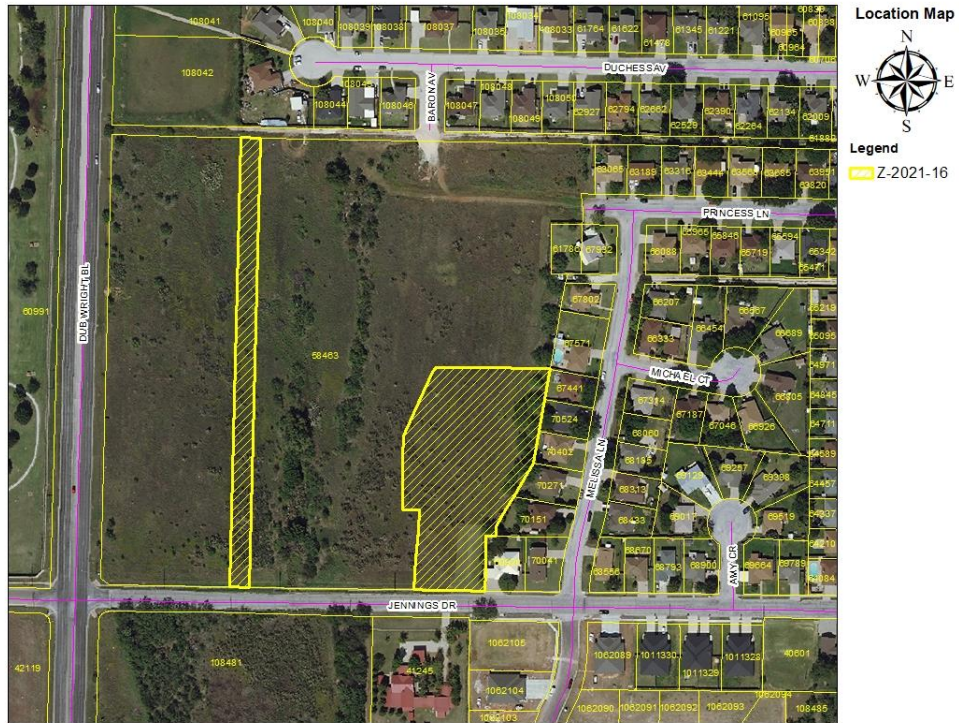
Owner	Parcel ID	Response
B R FOREST ENTERPRISES LLC	1062105	
B R FOREST ENTERPRISES LLC	1062104	
BANDORA JOHN &	67441	
BELCH MICHAEL O & DEBORAH A	108045	
BURD SKYLA	70041	Opposed
CARRANZA ANDRES	70402	
CHMIELEWSKI CHARITY	67571	
CLARK CLIFFORD E & FARRAH ANN	68313	
CLARK JAMES RONALD & YONG C	41245	
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

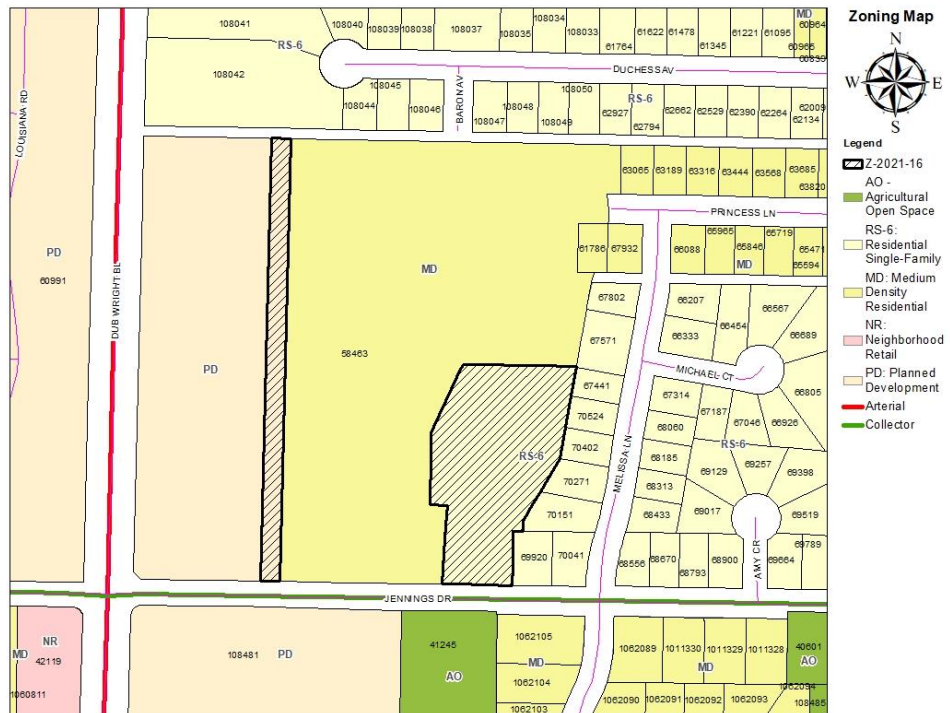
Application

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.

pd-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.

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.

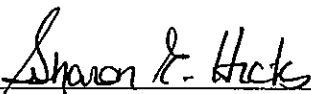
PASSED ON SECOND AND FINAL READING THIS 10th day of August, A.D. 2006.

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 attachments must include your name and address.

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

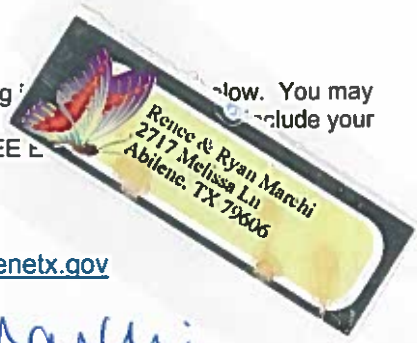
I am in favor ☐
Additional Comments

I am opposed ☒

Name: MARCHI RYAN M & RENEE E
Parcel I.D.: 68185
Address: 2717 MELISSA LN

Email: planning@abilenetx.gov

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 ☒

I am opposed ☐

Additional Comments:

Signature: Barbara J. Robinson

RECEIVED
JUL 08 2021
PLANNING

July 19, 2021

Regarding zoning change for field at
Jennings and Dub Wright Rds.

A stream runs from south Jennings into
that field. Construction on that field
will cause local flooding. The water
flow will be blocked as it wants to go
north of Texas Ave.

Also if Princess Lane is extended a traffic
problem will develop. Already numerous
crashes have occurred on these "quiet" roads.

Deener Hinzdon
6018 Princess Ln

JUL 23 AM 9:36



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:

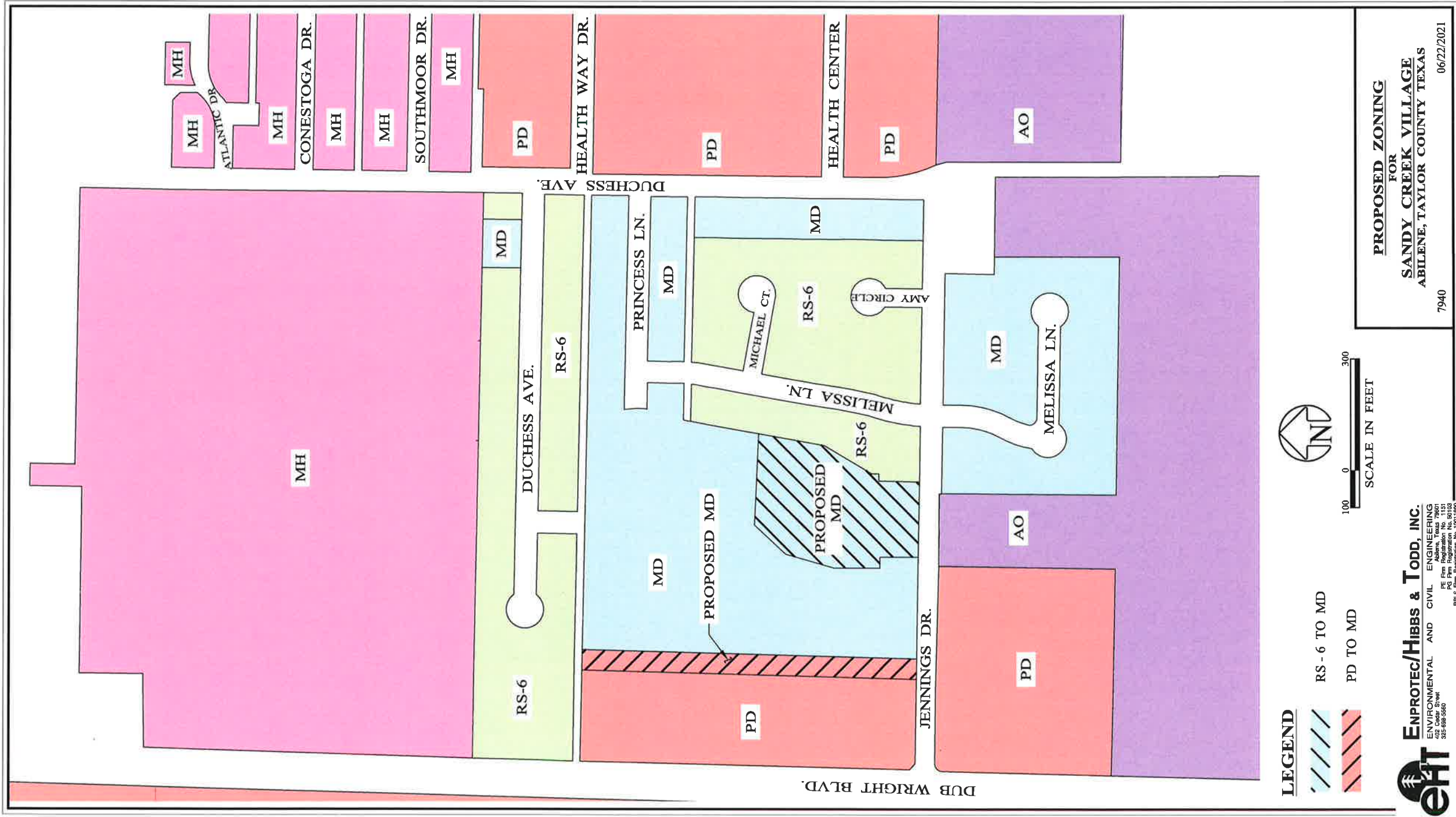
BEGINNING at a point for the northwest corner of this tract, where the southwest corner of Section 1, Sandy Creek Addition bears 245.00' N 88°52'08" W;

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, 5 Opposed
Planning & Zoning Recommendation:	Approval

Z-2021-16 LOCATION MAP



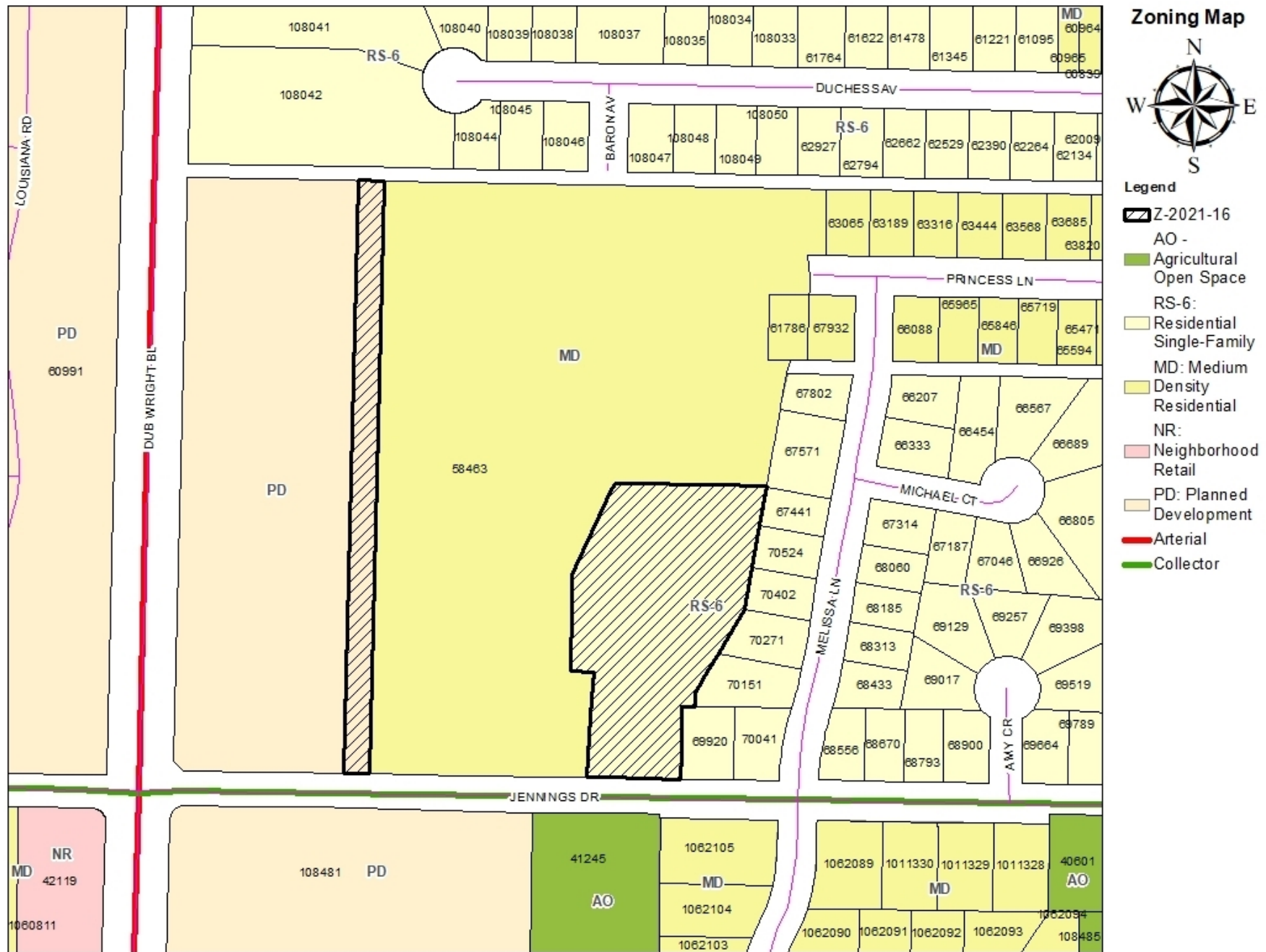
Location Map



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

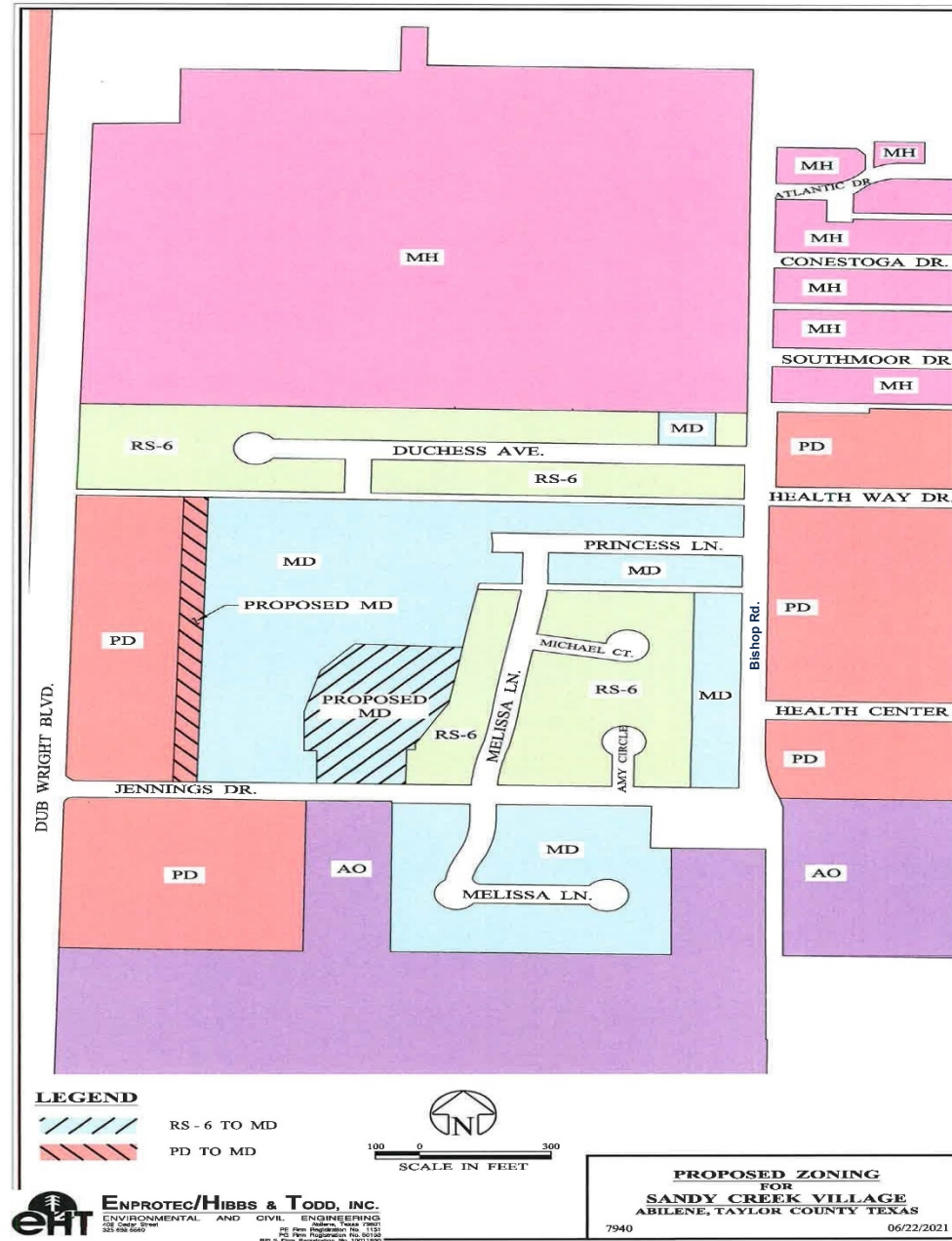
RESOURCE PRODUCTION AND EXTRACTION USES:

- 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

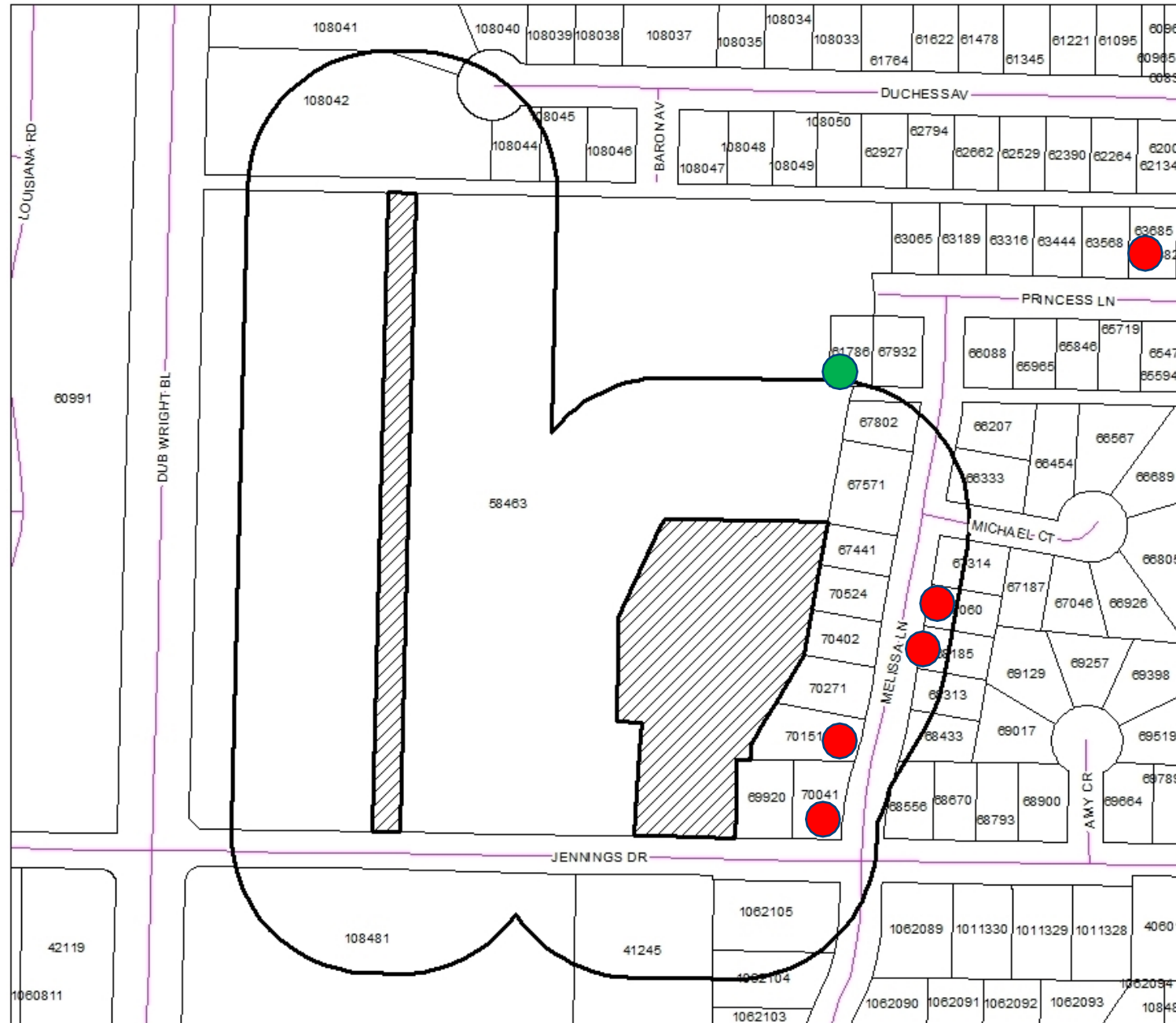


Neighboring property to the south

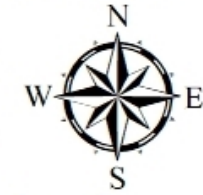


North view of Melissa Lane

Z-2021-16 NOTIFICATION AREA MAP



Notification Map



Legend

- 200'
- Notification Area
- Z-2021-16

- 1- In Favor- ●
- 5- 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: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Cheryl Sawyers, Planning Services Manager

SUBJECT: **23. Ordinance (Final 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 & MICHAELA 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	Opposed
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

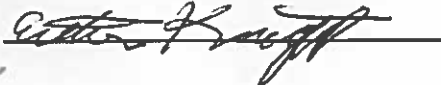
Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

RECEIVED
JUL 08 2021
PLANNING

I am in favor ☐
Additional Comments:

I am opposed ☒

Signature: 

For the PLANNING & ZONING COMMISSION

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

JUL 16 PM 4:24

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: VOSS CHERIE

Parcel I.D.: 109156

Address: 2909 SUTHERLAND 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 ☒ *very*

Signature: *Cherrie Voss*

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.



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.

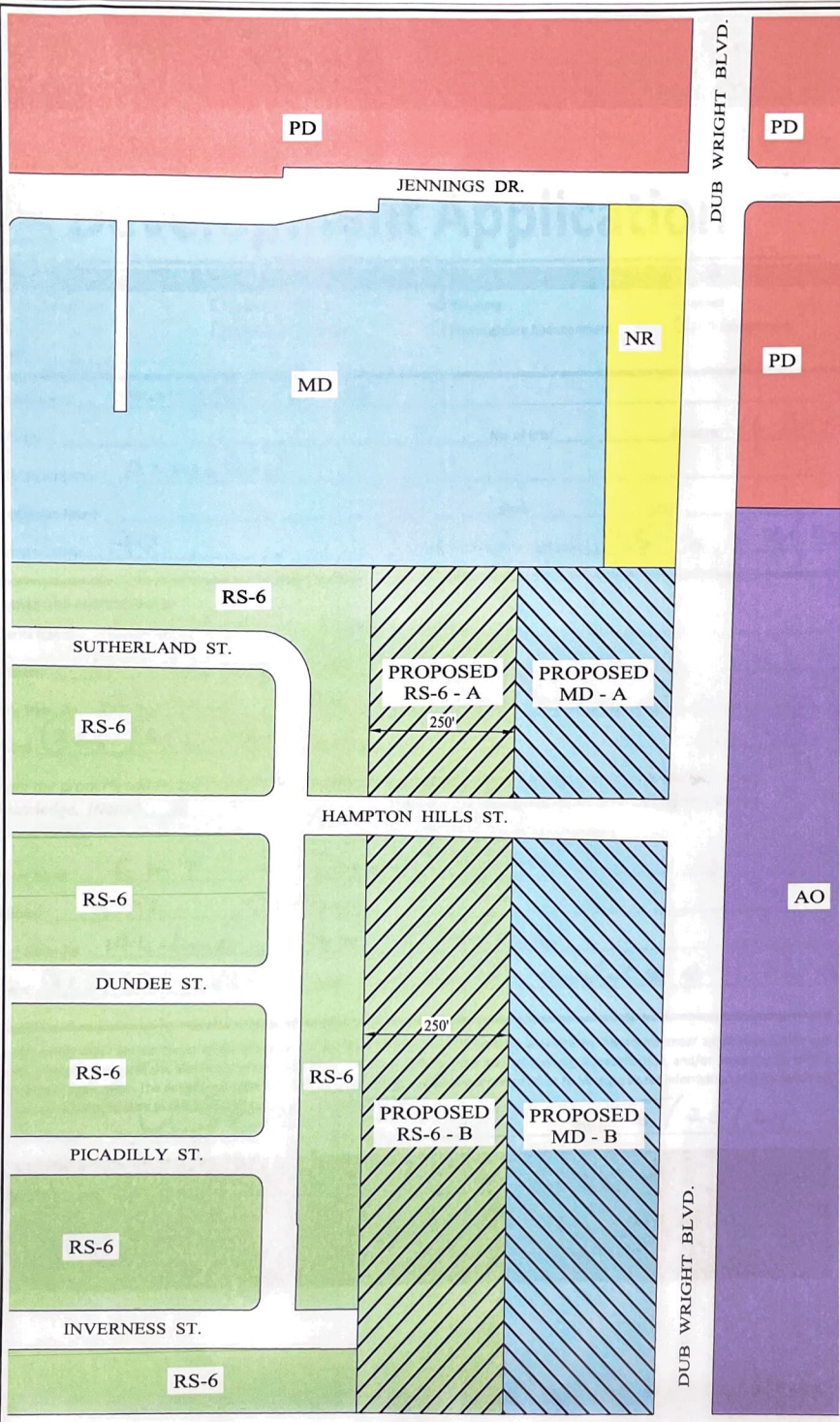
Agent Name: E&T - David Todd
 Address: 402 Cedar
 City, State, Zip: Abilene, Tex 79601 Fax: _____
 Phone: (325) 698-5560 Email: david.todd@e-et.com

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

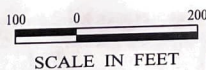
FOR OFFICE USE ONLY

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;

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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:

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**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;

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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;

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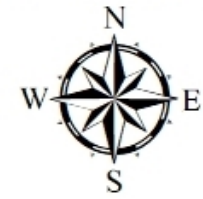
THENCE North 89 degrees 55 minutes 30 seconds West a distance of 250.00 feet to the place of beginning containing an area of 5.225 acres. Not surveyed on the ground.

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, 2 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:

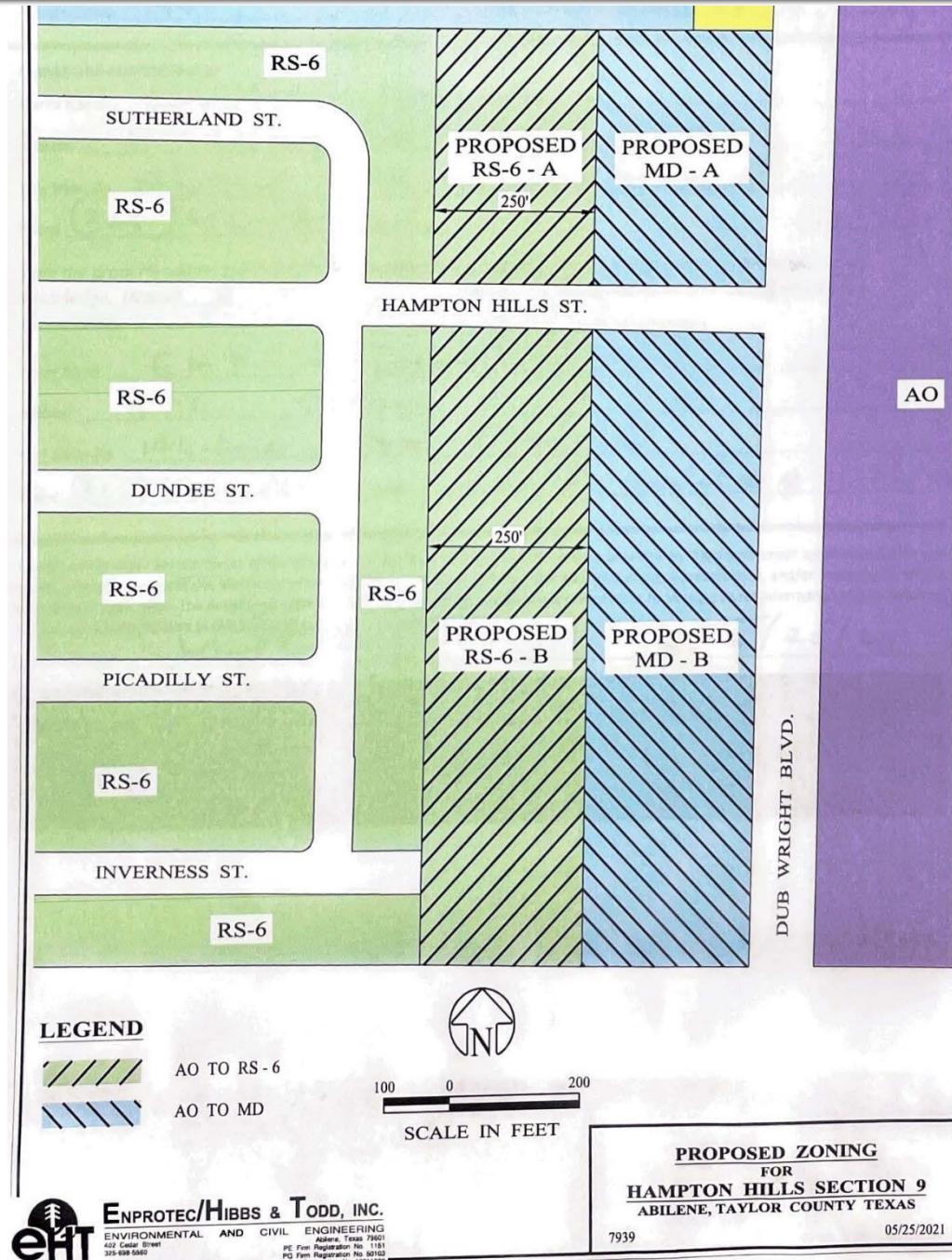
- P Petroleum or Gas Well
- P Urban Garden

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

Z-2021-17 ZONING EXHIBIT





East view of Hampton Hills St.



North view of Dub Wright Blvd.

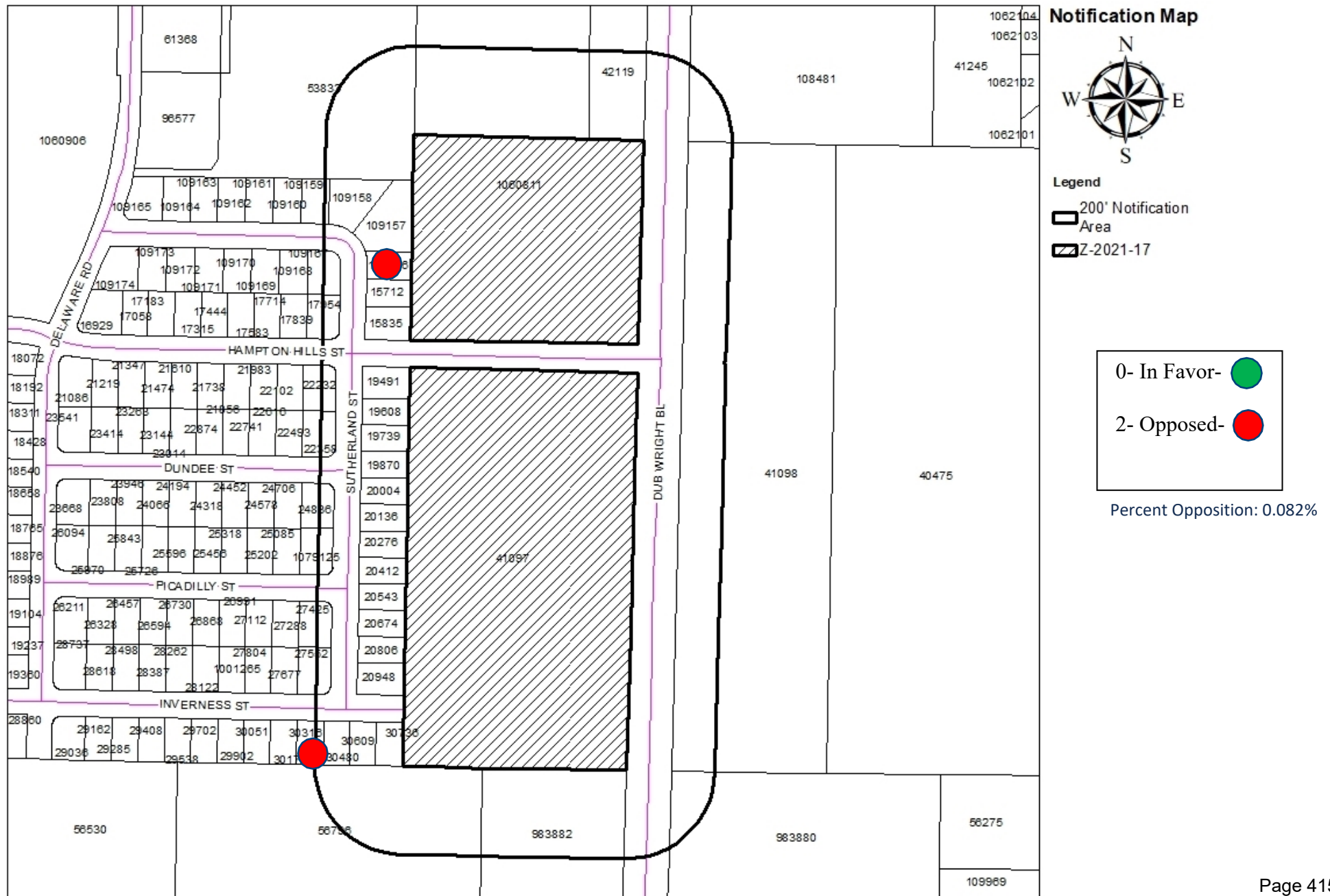


Subject property at Jennings Drive



Jennings Drive

Z-2021-17 NOTIFICATION AREA MAP



- 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: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Chief Building Official

SUBJECT: **24. Ordinance (Final 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

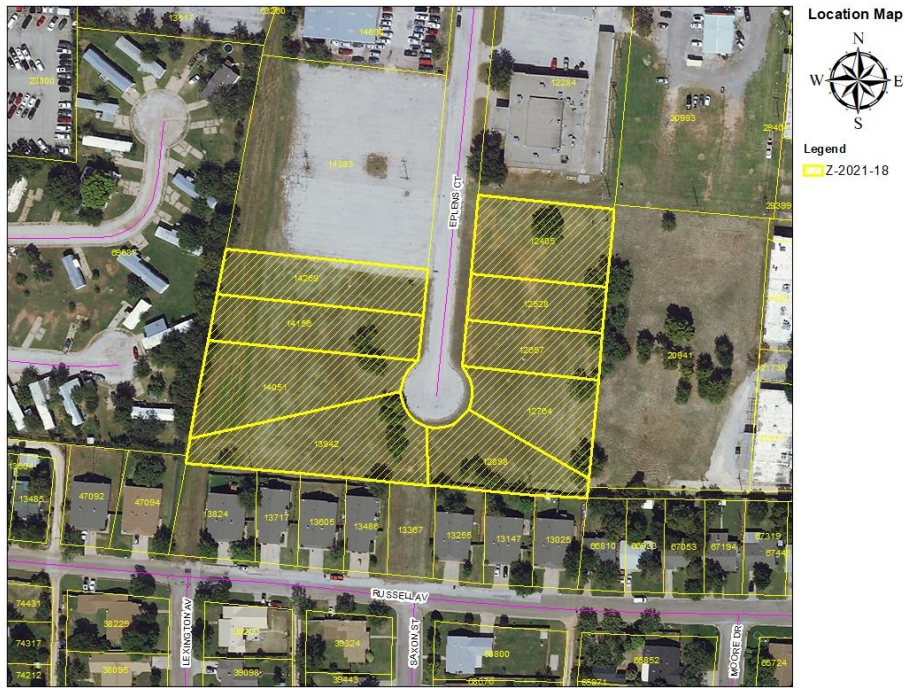
Owner	Parcel ID	Response
EPLEN PROPERTIES INC	12764	
EPLEN PROPERTIES INC	12405	In favor
EPLEN PROPERTIES INC	12528	
EPLEN PROPERTIES INC	12657	
EPLEN PROPERTIES INC	12898	
OROURKE LINDSAY ANETTE	13147	
ADRIAN DAVID MICHAEL & KAY	13255	Opposed
CLARK WILLIAM E	14598	Opposed
BLAIR ADDIE VONDELL	66933	Opposed
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

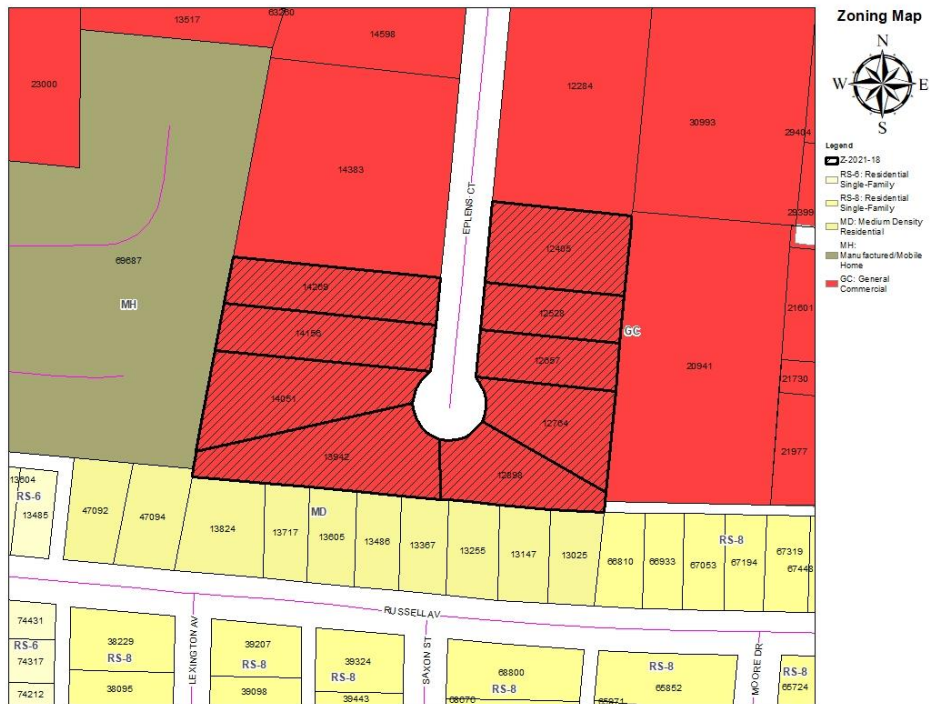
Application

PowerPoint Presentation

LOCATION MAP



ZONING MAP



PARKING CALCULATIONS:

80 UNITS @
1.5 PER UNIT REQUIRED = 120
TOTAL PARKING PROVIDED = 124

HC PARKING REQUIRED = 4
HC PARKING PROVIDED = 8

VAN ACCESSIBLE PROVIDED = 2

BUILDING MATRIX:

TYPE	#/ STORIES	#/TYPE UNITS
1	3/2	1 2 A, 12 B, 7 C, 1 C-HC
2	3	1 11 A, 1 A-HC, 12 B
3	3/2	1 17 A, 1 A-HC, 12 B, 1 B-HC, 3 B-ALT

UNIT MATRIX:

TYPE	BR/BA	QTY.	#NRA
A	1/1	30	650 SQ. FT.
A-HC	1/1	2	650 SQ. FT.
B	2/2	36	850 SQ. FT.
B-HC	2/2	1	876 SQ. FT.
B-ALT	2/2	3	876 SQ. FT.
C	3/2	7	1,053 SQ. FT.
C-HC	3/2	1	1,050 SQ. FT.

BUILDING COMMON AREAS:

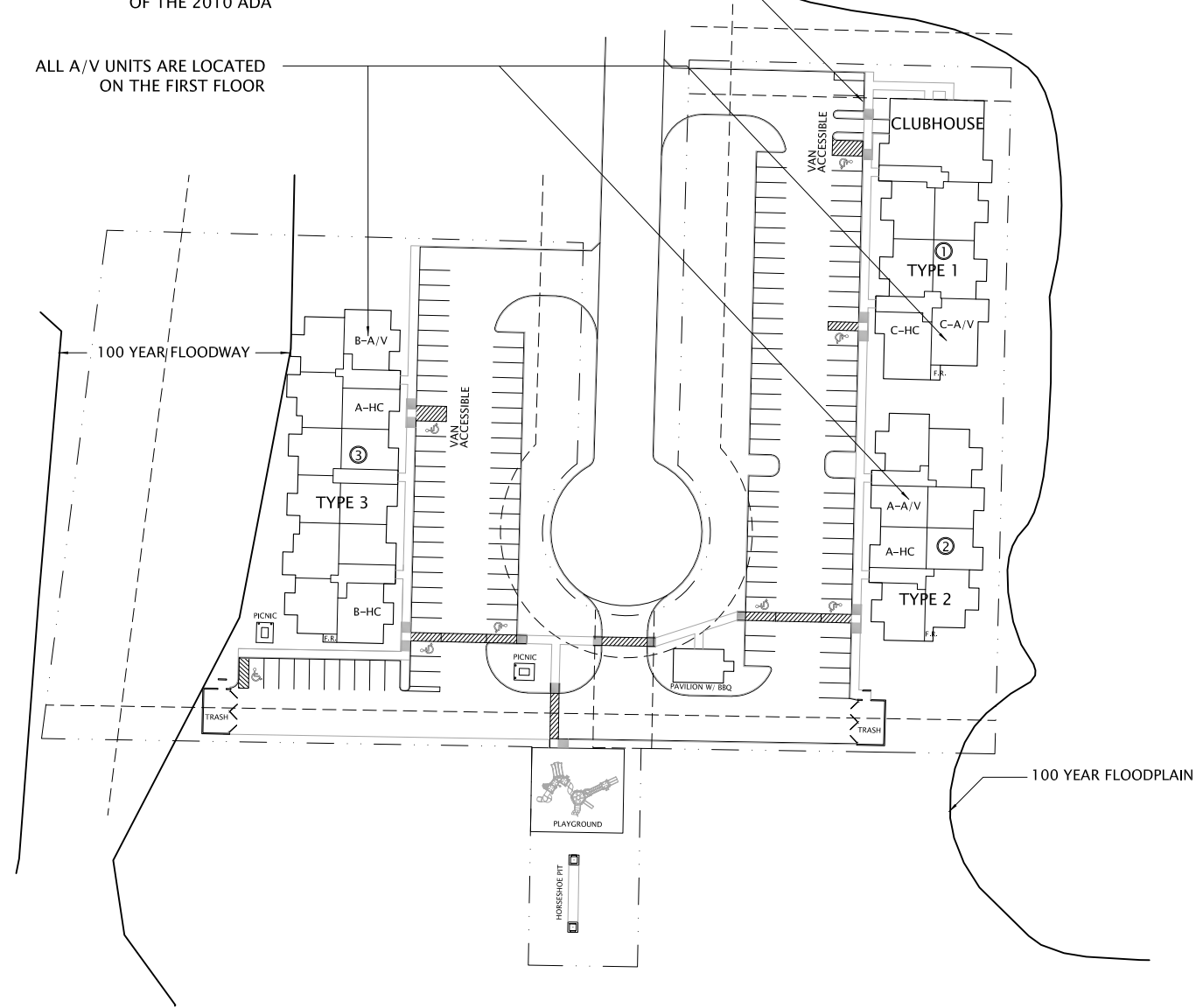
CLUBHOUSE 2,574 SQ. FT.

NOTE 1: DETENTION FOR STORM WATER IS NOT REQUIRED BY THE CITY UNLESS DOWNSTREAM RUNOFF FROM THE SUBJECT DEVELOPMENT ADVERSELY IMPACTS THE DOWNSTREAM PROPERTY OWNERS. ABOVE GROUND AND/OR UNDERGROUND DETENTION IS PLANNED IF THE DRAINAGE ANALYSES DICTATE IT'S NEEDED.

NOTE 2: FINISHED GROUND FLOOR ELEVATION FOR BUILDINGS LOCATED WITHIN 100-YR FLOODPLAIN SHALL BE AT LEAST ONE FOOT ABOVE 100-YR FLOOD ELEVATION.

ALL SIDEWALKS AND ACCESS AISLES ARE PART OF THE ACCESSIBLE ROUTE AND MUST COMPLY WITH THE REQUIREMENTS OF THE 2010 ADA

ALL A/V UNITS ARE LOCATED ON THE FIRST FLOOR



NDA

ABILENE PIONEER CROSSING

03/21

E1

SITE PLAN - 4.13 ACRES

SCALE: 1"= 100'



NDA

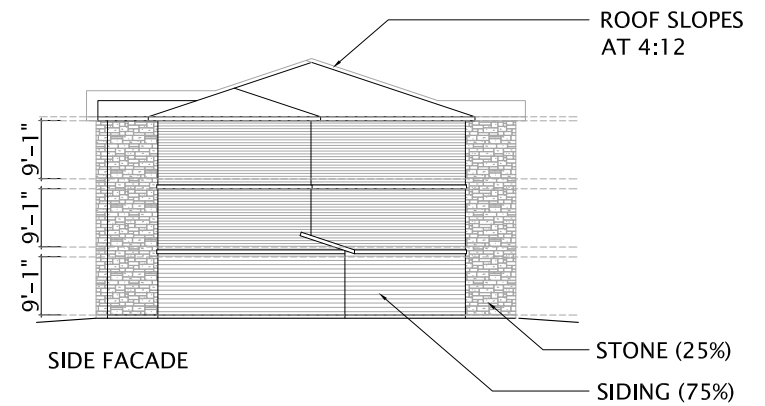
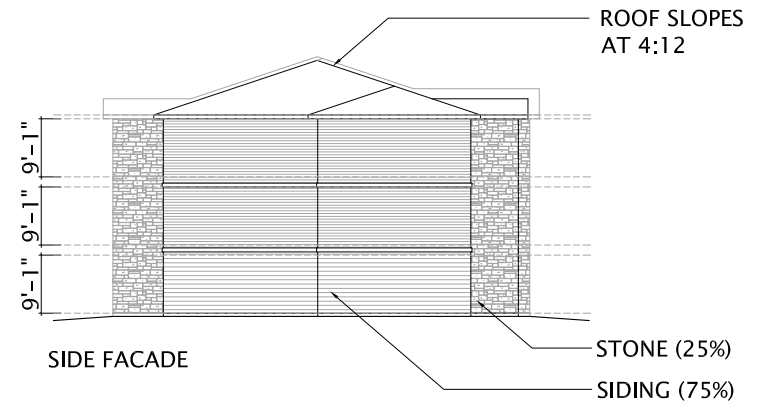
ABILENE PIONEER CROSSING

03/21

E18

TYPE 1 - ELEVATIONS

SCALE: 1" = 30'-0"



NDA

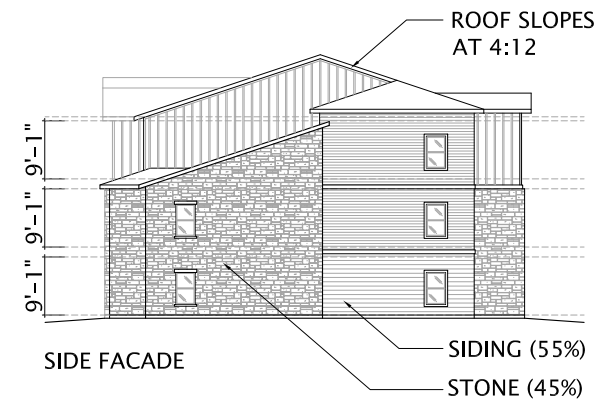
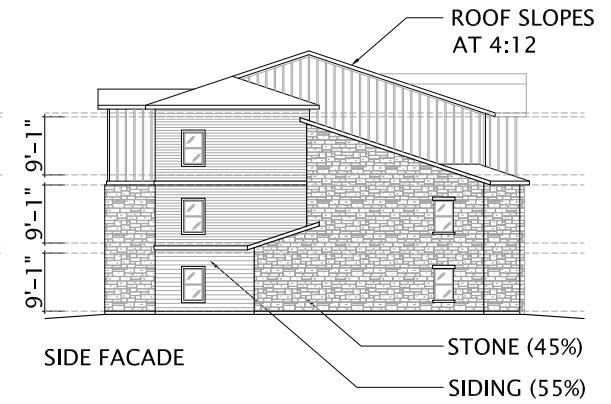
ABILENE PIONEER CROSSING

03/21

E19

TYPE 2 – ELEVATIONS

SCALE: 1" = 30'-0"



NDA

ABILENE PIONEER CROSSING

03/21

E20

TYPE 3 - ELEVATIONS

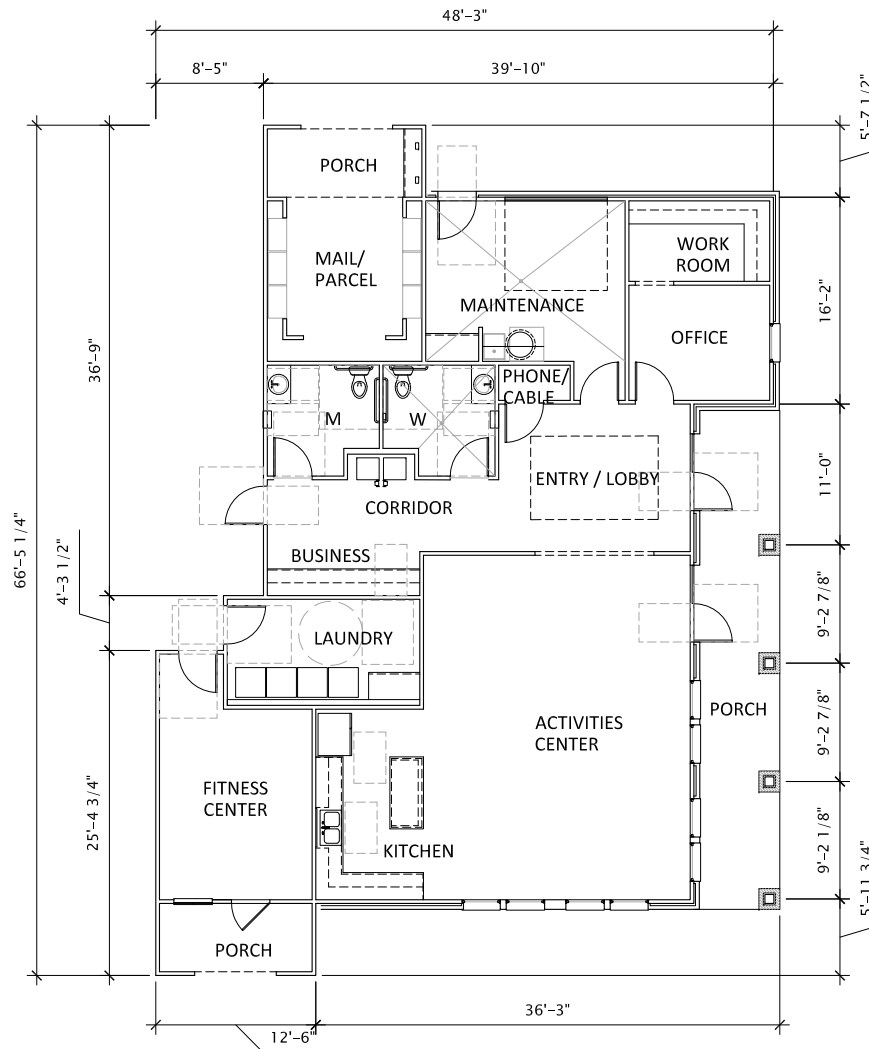
SCALE: 1" = 30'-0"

AREAS AVAILABLE TO RESIDENTS

LOBBY	180	SQ. FT.
ACTIVITIES CENTER	588	SQ. FT.
KITCHEN	133	SQ. FT.
OFFICE	115	SQ. FT.
LAUNDRY	133	SQ. FT.
FITNESS CENTER	211	SQ. FT.
BUSINESS CENTER	70	SQ. FT.
MEN'S ROOM	76	SQ. FT.
WOMEN'S ROOM	76	SQ. FT.
CORRIDOR	91	SQ. FT.
MAIL CTR.	161	SQ. FT.
PORCHES	415	SQ. FT.

AREAS NOT AVAILABLE TO RESIDENTS

WORK ROOM	90	SQ. FT.
PHONE CABLE	17	SQ. FT.
MAINTENANCE	218	SQ. FT.



NDA

ABILENE PIONEER CROSSING

03/21

E21

CLUBHOUSE PLAN - 2,574 SQ. FT.

SCALE: 1" = 15'-0"

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

Iziar 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.



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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Farr, Melissa <melissa.farr@abilenetx.gov>

[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.

--

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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>.



Farr, Melissa <melissa.farr@abilenetx.gov>

[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.

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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. 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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Farr, Melissa <melissa.farr@abilenetx.gov>

[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.

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. 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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[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.

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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. 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 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.

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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.net

Parcel 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.

--
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[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,

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. 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.
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/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

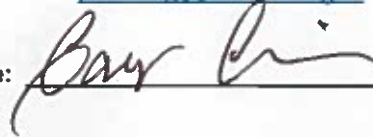
Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

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.

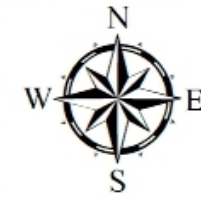
We are requesting a rezoning to allow for an Multi-family Tax Credit project to be built on the site. The site is in a good location that provides families with affordable housing and amenities. The location will be a great home for good hard working people.

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



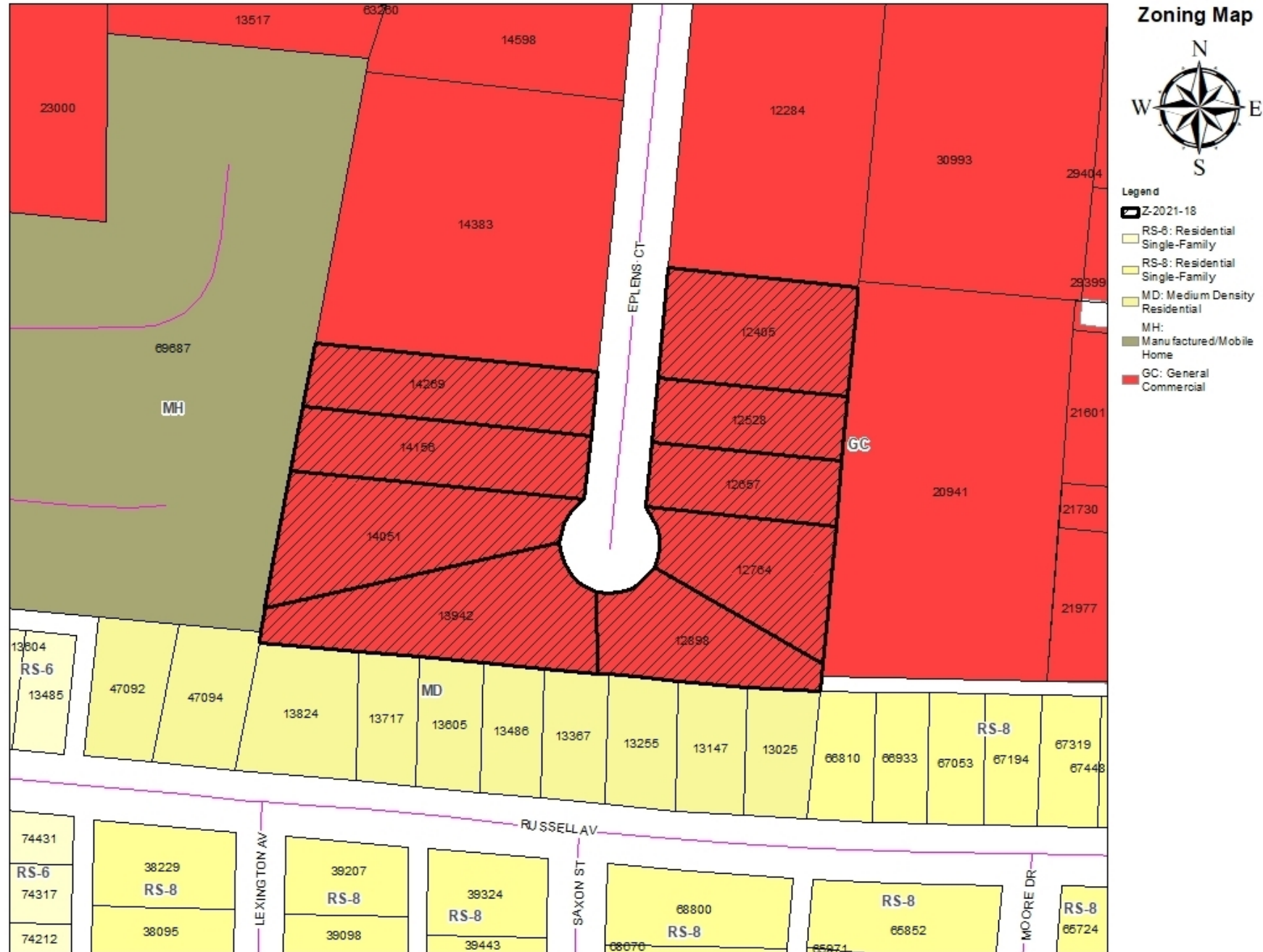
Location Map



Legend

 Z-2021-18

Z-2021-18 ZONING MAP



Z-2021-18 FLOOD MAP



PARKING CALCULATIONS:

80 UNITS @
1.5 PER UNIT REQUIRED = 120
TOTAL PARKING PROVIDED = 124

HC PARKING REQUIRED = 4
HC PARKING PROVIDED = 8

VAN ACCESSIBLE PROVIDED = 2

BUILDING MATRIX:

TYPE	#/ STORIES	#/TYPE UNITS
1	3/2	1 2 A, 12 B, 7 C, 1 C-HC
2	3	1 11 A, 1 A-HC, 12 B
3	3/2	1 17 A, 1 A-HC, 12 B, 1 B-HC, 3 B-ALT

UNIT MATRIX:

TYPE	BR/BA	QTY.	#NRA
A	1/1	30	650 SQ. FT.
A-HC	1/1	2	650 SQ. FT.
B	2/2	36	850 SQ. FT.
B-HC	2/2	1	876 SQ. FT.
B-ALT	2/2	3	876 SQ. FT.
C	3/2	7	1,053 SQ. FT.
C-HC	3/2	1	1,050 SQ. FT.

BUILDING COMMON AREAS:

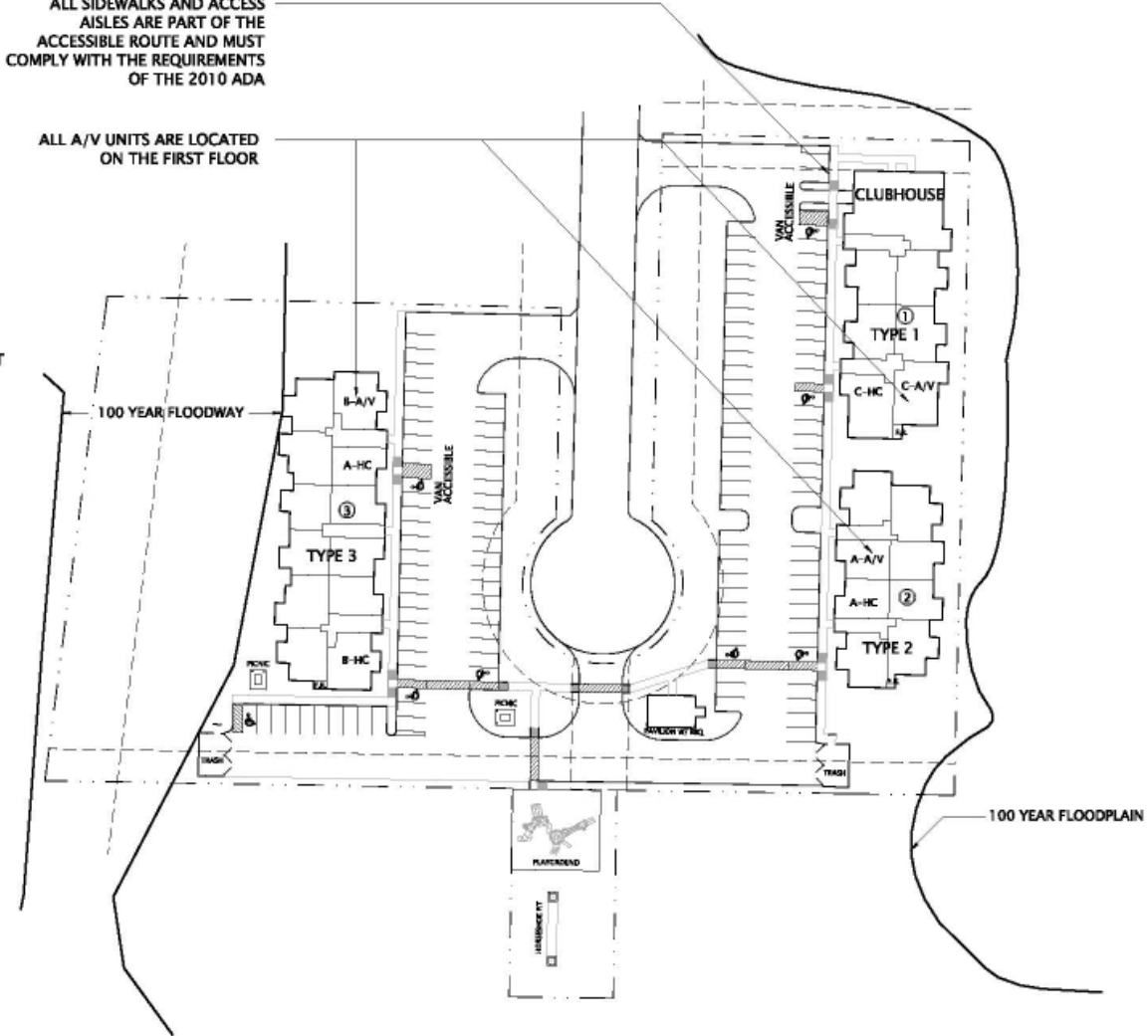
CLUBHOUSE 2,574 SQ. FT.

NOTE 1: DETENTION FOR STORM WATER IS NOT REQUIRED BY THE CITY UNLESS DOWNSTREAM RUNOFF FROM THE SUBJECT DEVELOPMENT ADVERSELY IMPACTS THE DOWNSTREAM PROPERTY OWNERS. ABOVE GROUND AND/OR UNDERGROUND DETENTION IS PLANNED IF THE DRAINAGE ANALYSES DICTATE IT'S NEEDED.

NOTE 2: FINISHED GROUND FLOOR ELEVATION FOR BUILDINGS LOCATED WITHIN 100-YR FLOODPLAIN SHALL BE AT LEAST ONE FOOT ABOVE 100-YR FLOOD ELEVATION.

ALL SIDEWALKS AND ACCESS AISLES ARE PART OF THE ACCESSIBLE ROUTE AND MUST COMPLY WITH THE REQUIREMENTS OF THE 2010 ADA

ALL A/V UNITS ARE LOCATED ON THE FIRST FLOOR



NDA

ABILENE PIONEER CROSSING

03/21

E1

SITE PLAN - 4.13 ACRES

SCALE: 1"= 100'

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

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



149 Eplens Court



157 & 165 Eplens Court



Southern view Eplens Court



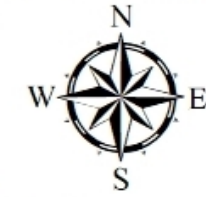
165 Eplens Court

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 a super-majority vote

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Chief Building Official

SUBJECT: **25. Ordinance (Final 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. 2021-19 PD DRAFT Ordinance
2. Memo for PD Change
3. Z-2021-19 Staff Report
4. Prarie Song Application
5. Prairie Star Waiver
6. 55-2014_Abandonment_Campus Court & Garfield Rd
7. Z-2021-19 Council presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE," OF THE ABILENE CITY CODE, CONCERNING PD-172 A PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

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

PART 2: 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 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 to be 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 SECOND AND FINAL READING THIS 12th day of August, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

PAGE 1

ORDINANCE NO. _____

Exhibit
"A"

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

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

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

PART 4: Zoning. That the Land Development Code of the City of Abilene is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: from Planned Development (PD) 144 to Planned Development (PD) District 172.

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

ORDINANCE NO. _____

EXHIBIT "A"

PART 5: Legal Description

TRACT 1

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 ½-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 ½-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 ½-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

ORDINANCE NO. _____

EXHIBIT "A"

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 1/2-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 1/2-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.

TRACT 2

BEING 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.

TRACT 3

BEING 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.



PLANNING AND DEVELOPMENT SERVICES

TO: Robert Hanna
City Manager

FROM: Cheryl Sawyers
Planning Services Manager

DATE: August 6, 2021

SUBJECT: Requested addition of PD Overlay to case Z-2021-19 by Applicant

The applicant of zoning case Z-2021-19 requested to add more restrictions to their zoning case by way of a Planned Development to address the comments made by neighboring property owners at the Council meeting held on July 29, 2021.

After meeting with our legal team it was determined that the property notifications for this case were legally sufficient because the re-zoning would be “more restrictive” than publicly noticed, which is allowed by law.

The new proposed planned development keeps the base zonings of Medium Density (MD) and Residential Single-Family (RS-6) and includes one specific modification for the zoning regulations. This modification is as follows:

Part 7: Specific Modifications:

1. Development Regulations:

- a. No street connection shall be allowed between Tract 1 Medium Density (MD) boundaries and Tracts 2 and 3 Residential Single-Family (RS-6) boundaries.

Both the property owner and future developer have agreed to this proposed planned development and believe that it serves to directly address the concerns of the adjacent neighborhood.

The draft ordinance for this case reflects the new development regulations and includes a graphic concept plan to illustrate the specific modifications.

This proposed development is supported and recommended for approval by staff. The Planning and Zoning Commission voted to approve the item on July 6, 2021 without the added specific modifications to the development regulations.

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.

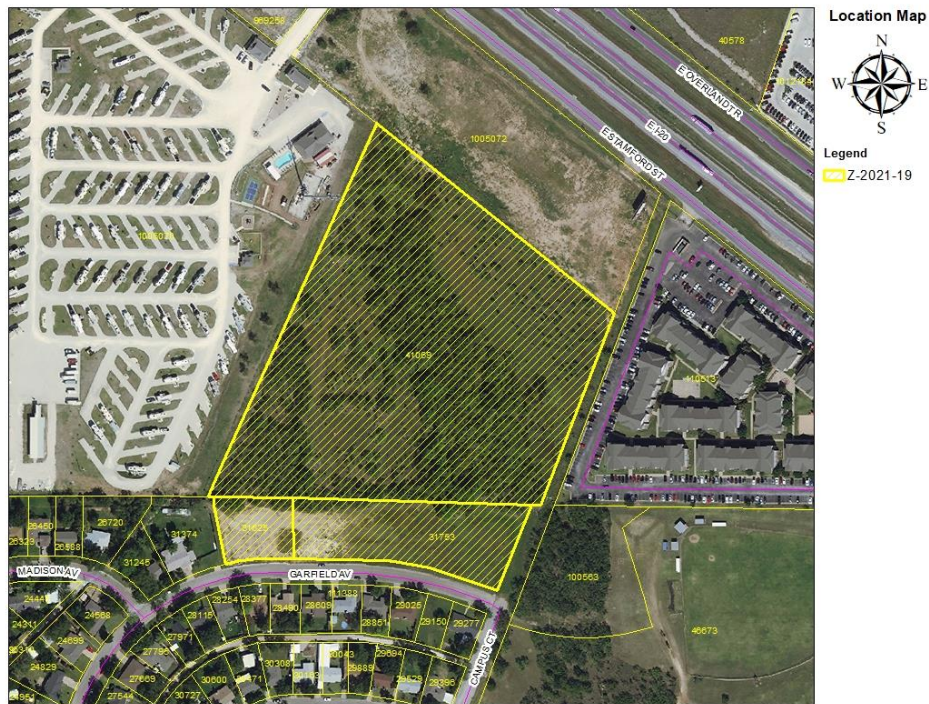
Table 1

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	

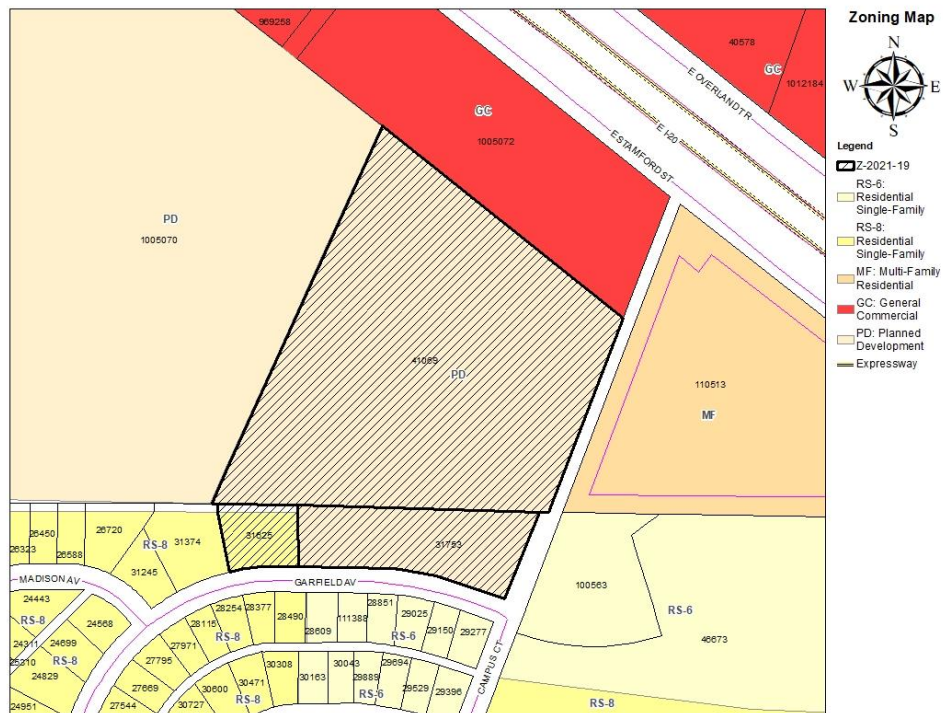
Attachments

- Location map
- Zoning exhibit
- PD 144 ordinance
- Application
- PowerPoint

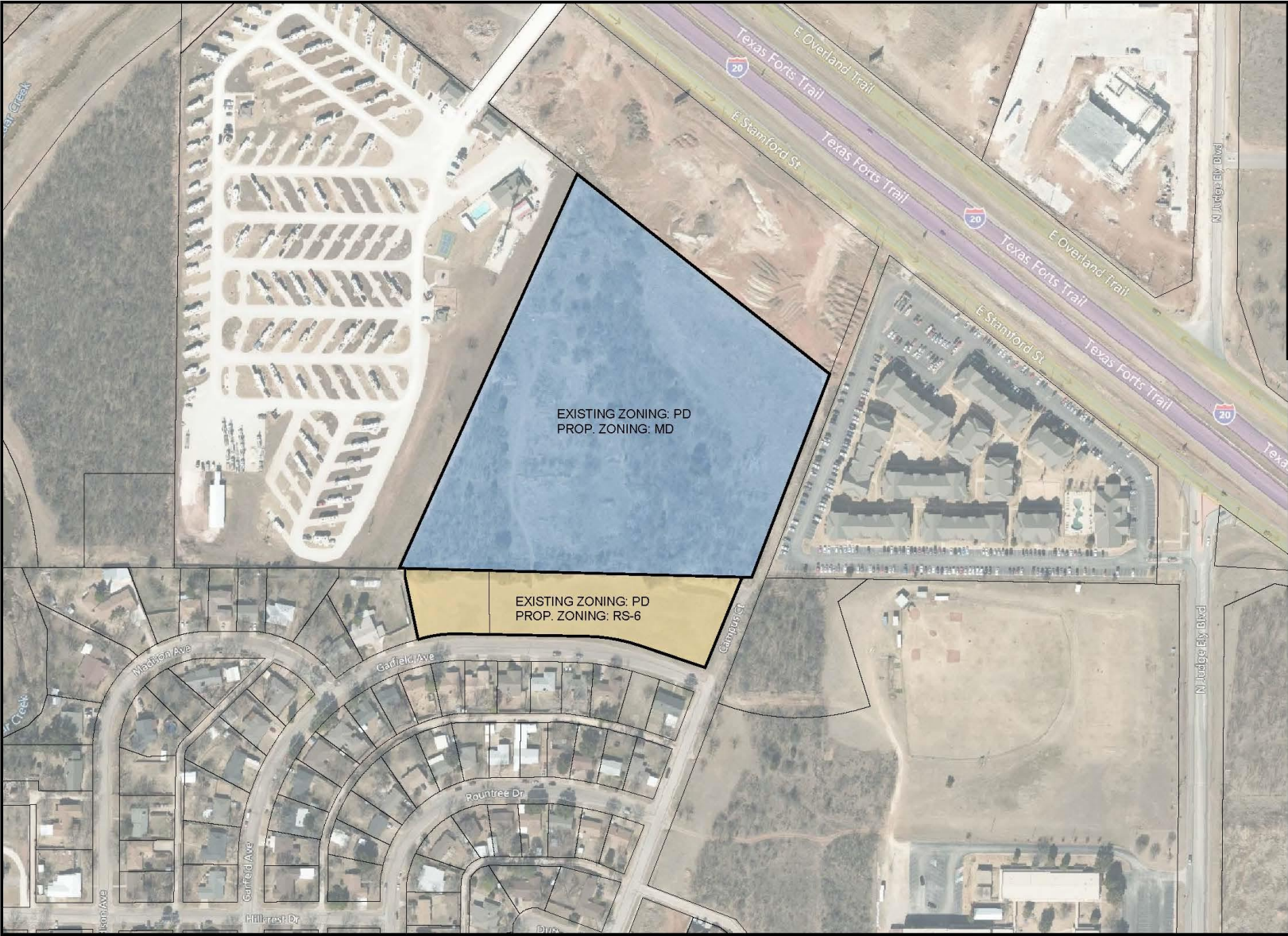
Location Map



Zoning map



Zoning Exhibit





3408 CURRY LANE
ARLINGTON, TX 76010
408 S. LOOP WEST
SUITE 204
FARMERSVILLE, TX 76840
817-584-8880
408 S. LOOP WEST
SUITE 104
FARMERSVILLE, TX 76840
817-584-8880

**JACOB
MARTIN**



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.

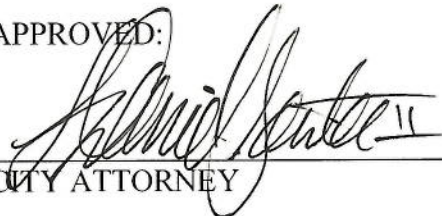
A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 16th day of May, 2014, the same being 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.

ORDINANCE NO. 62-2014

EXHIBIT "A"

PAGE 2

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-





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)



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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

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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!!

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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,

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.

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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

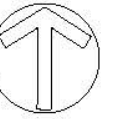
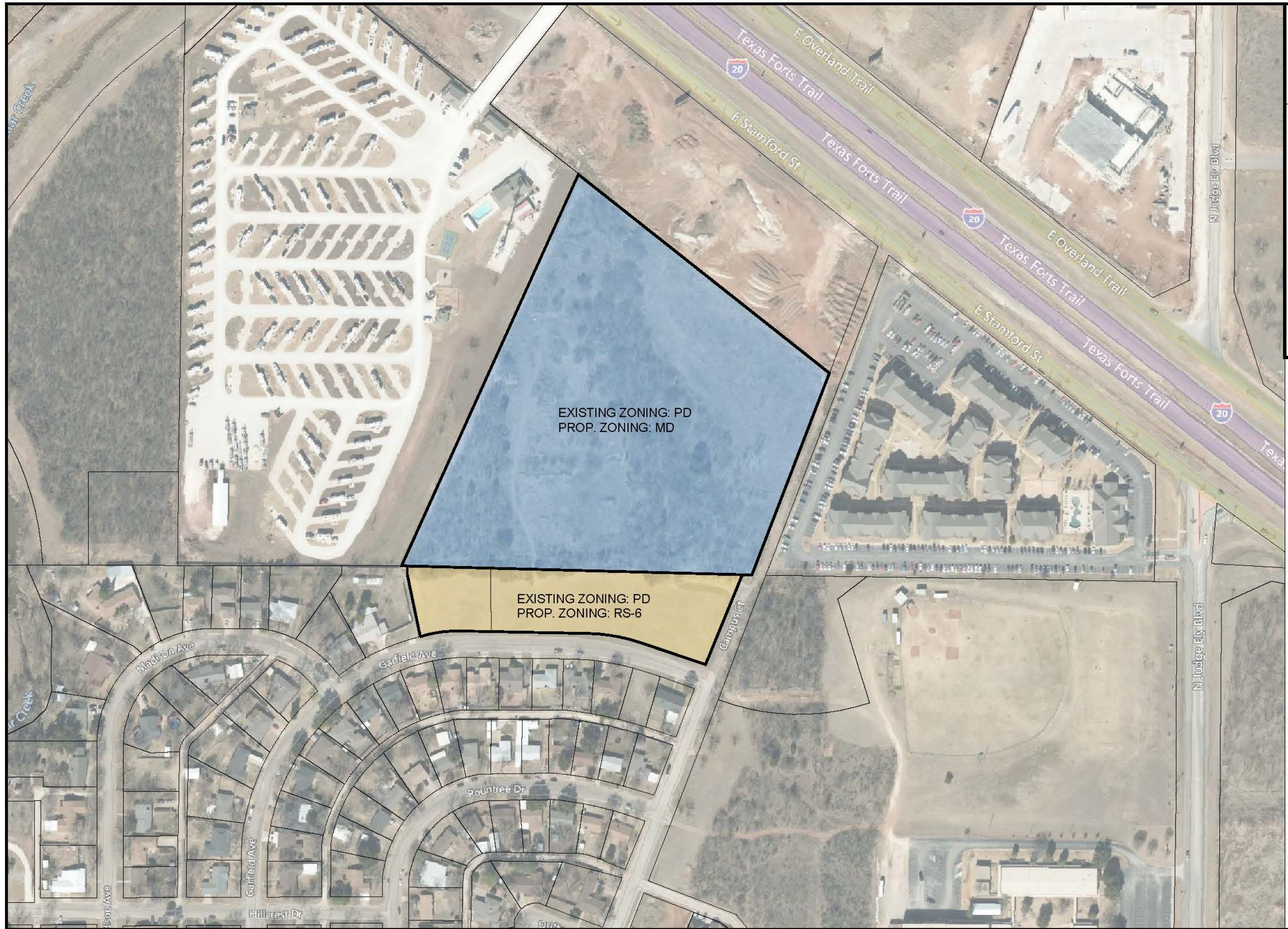
Agree to Terms

Clayton Farrow 6-7-2021

GENERAL COMMENTS

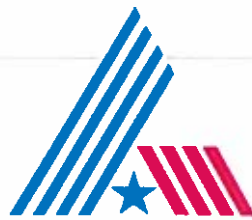
No data for General Comments.

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
DALLAS, TX 75006
214-663-1070
1503 SANTA FE DR, STE 204
WEATHERFORD, TX 76086
817-584-8880
4820 S. LOOP 280, STE 104
LUBBOCK, TX 79414
806-388-8376





CITY OF ABILENE

PLANNING AND DEVELOPMENT SERVICES

08/06/2021

To whom it may concern,

I approve the waiver of a concept plan requirement for the Prairie Star Planned Development 177, We will require a concept plan to be submitted during the platting process for this development to be placed on record.

Thank you,

Timothy A Littlejohn

Interim Director of Planning and Development Services

City of Abilene

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.

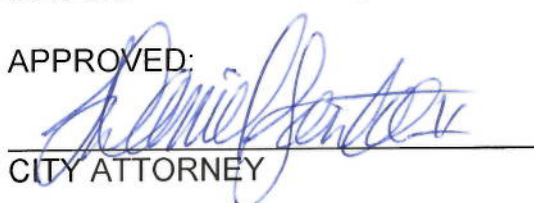
A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 20th day of June, 2014, the same being 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

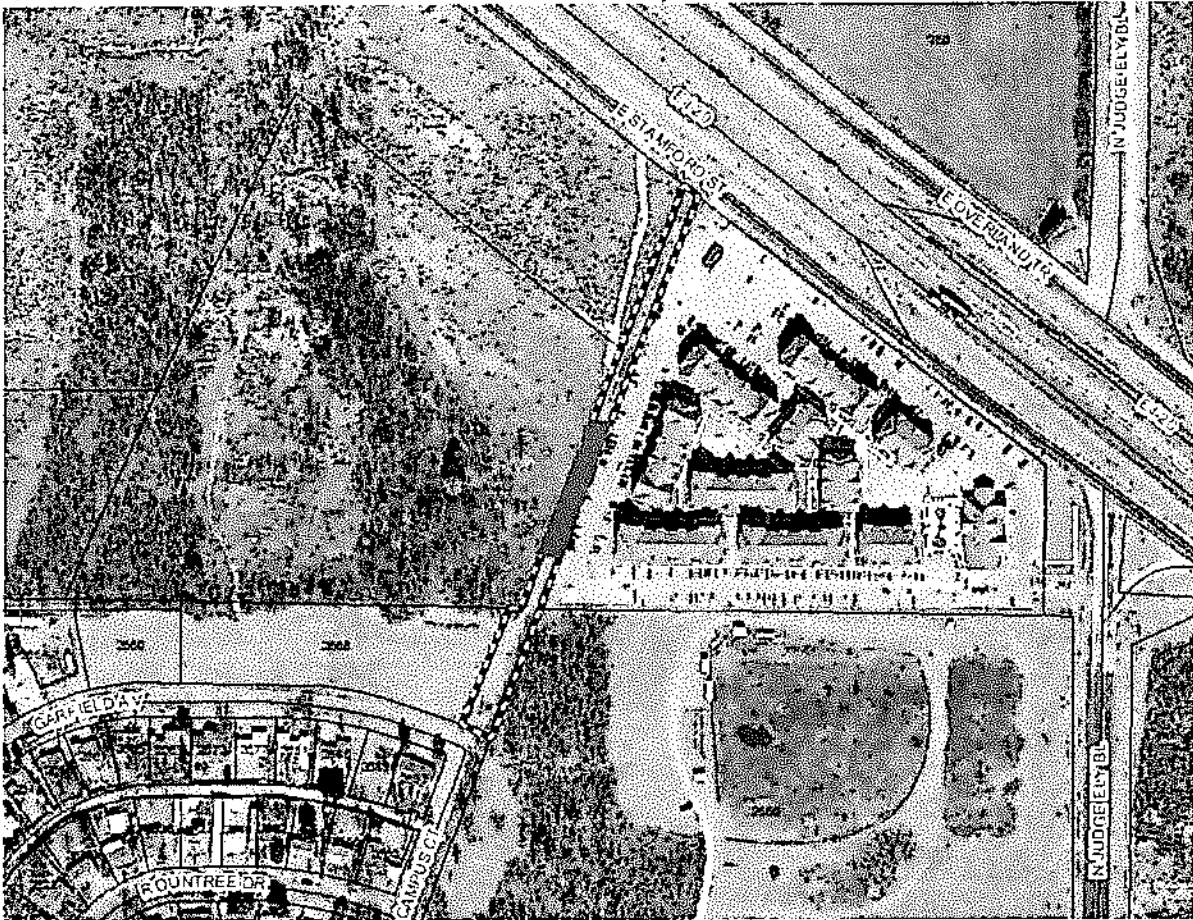
APPROVED:

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:



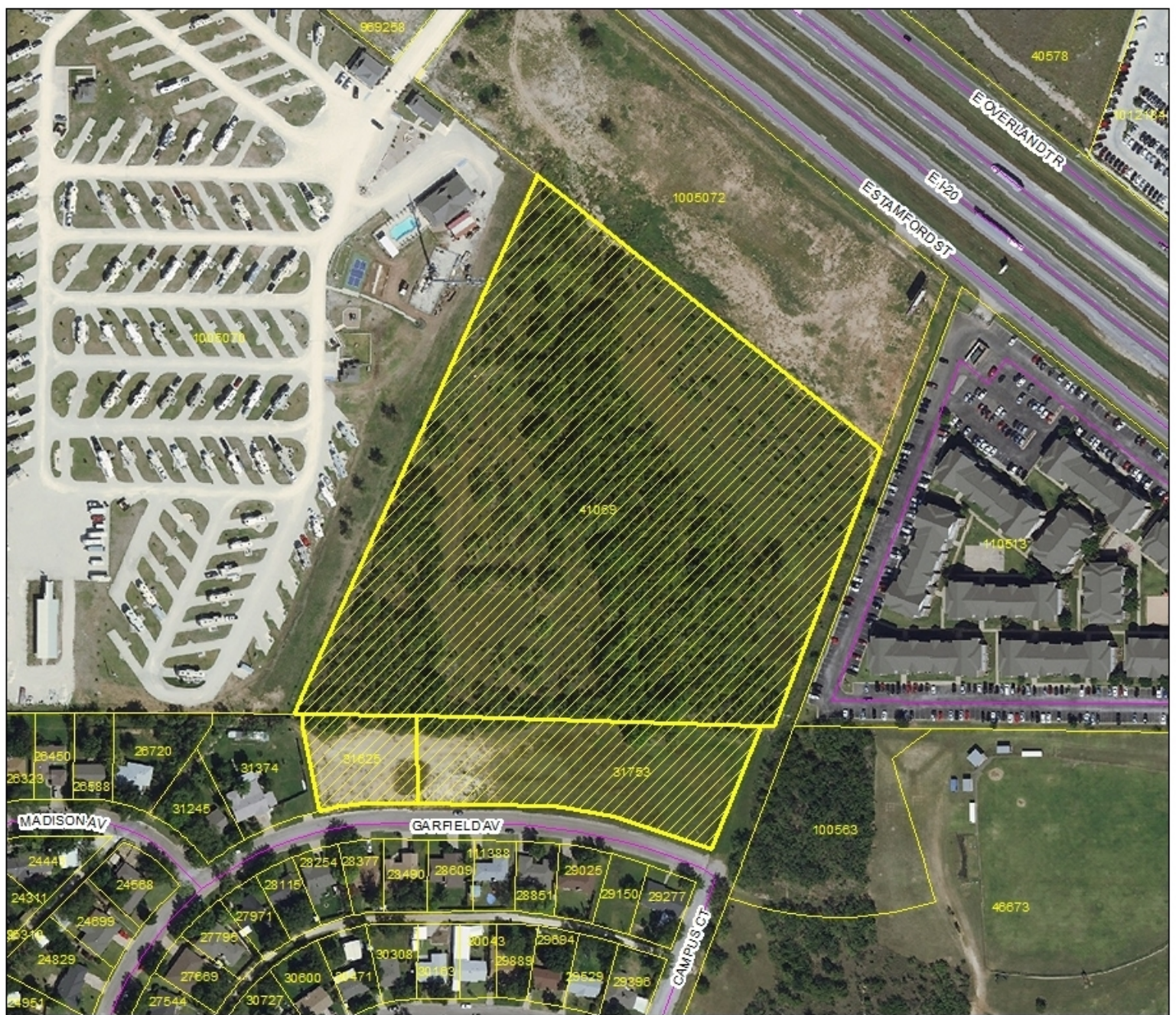
With the following conditions:

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 Planned Development District 172 (PD 172) with a base zone of Residential Single-Family (RS-6) and Medium Density (MD)
Location:	2668 Garfield Avenue
Notification:	0 in Favor, 24 Opposed
Planning & Zoning Recommendation:	Approval

Z-2021-19 LOCATION MAP

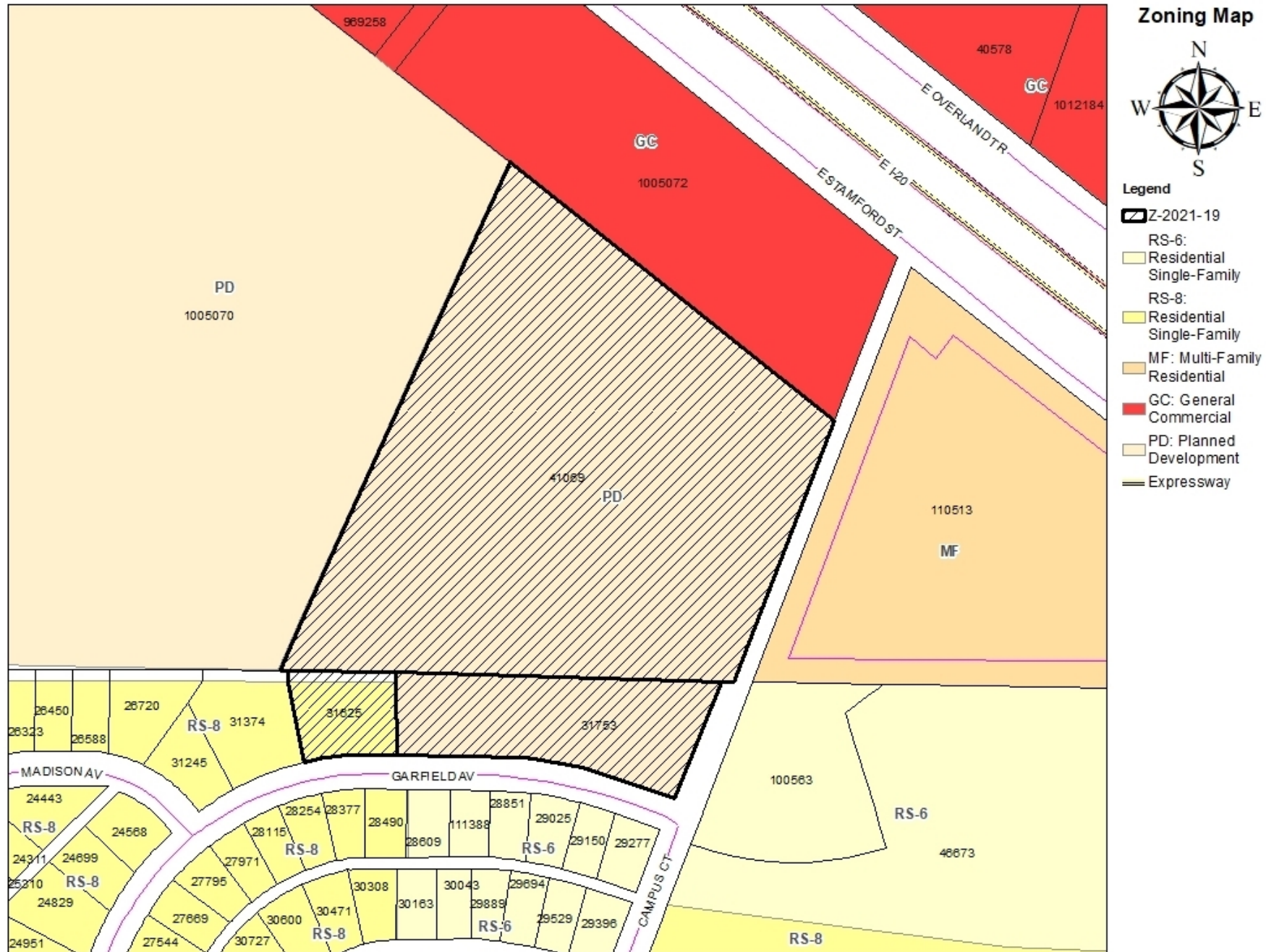


Location Map



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:

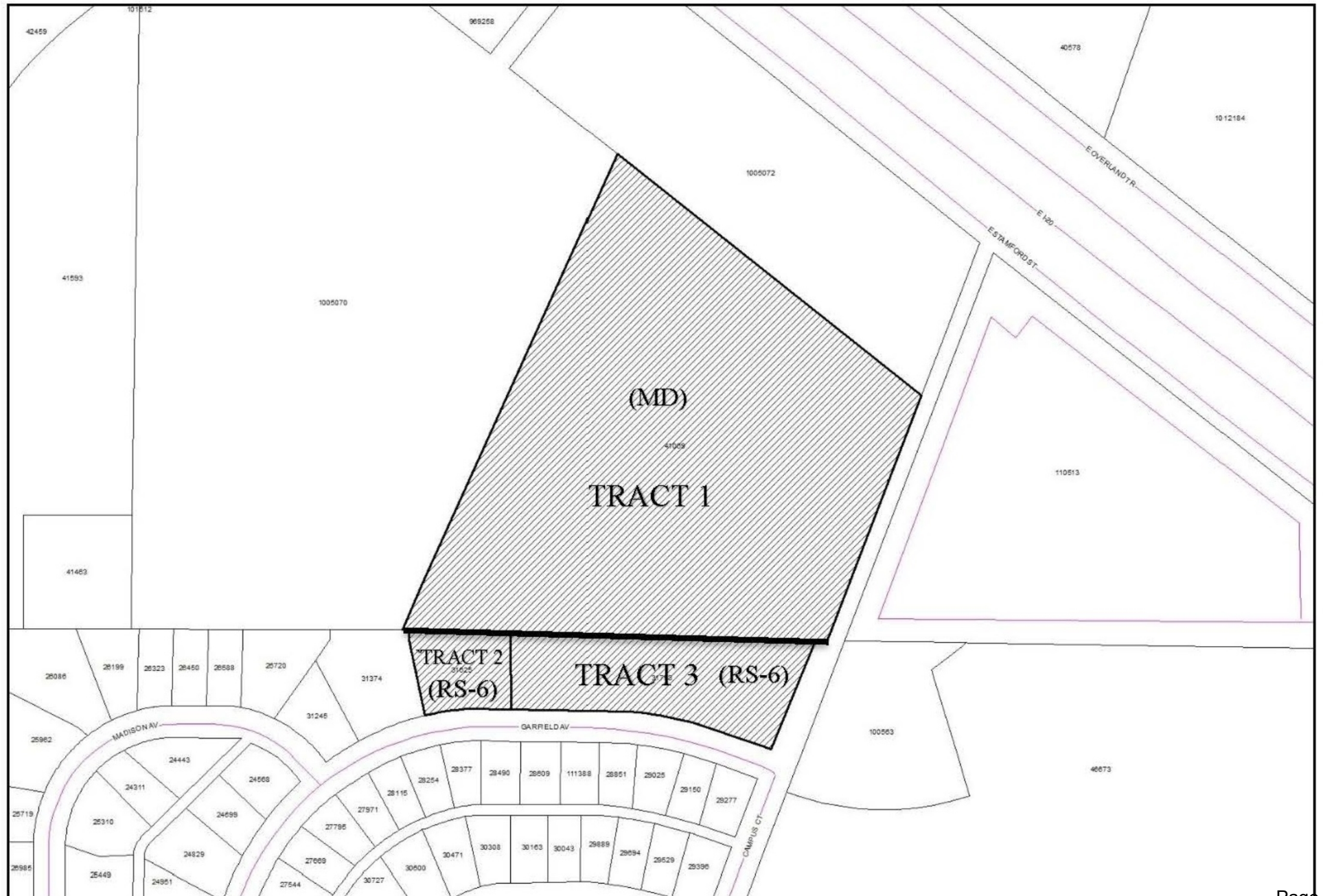
- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P
C
TP

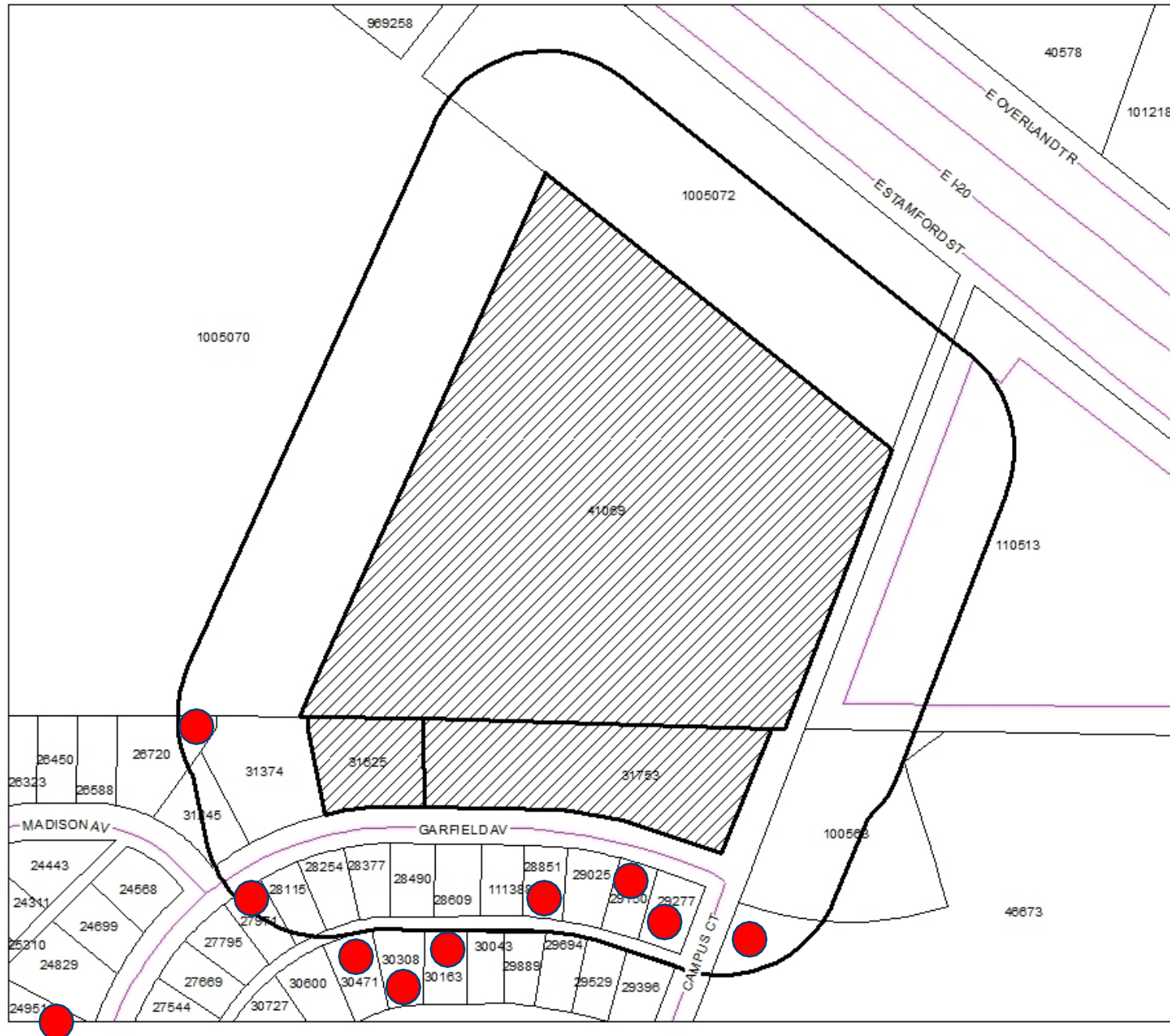
Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
Permitted as a Conditional Use Permit, Requiring Approval by City Council
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



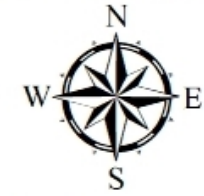




Z-2021-19 NOTIFICATION AREA MAP



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 of original less restrictive application

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Chief Building Official

SUBJECT: **26. Ordinance (Final 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

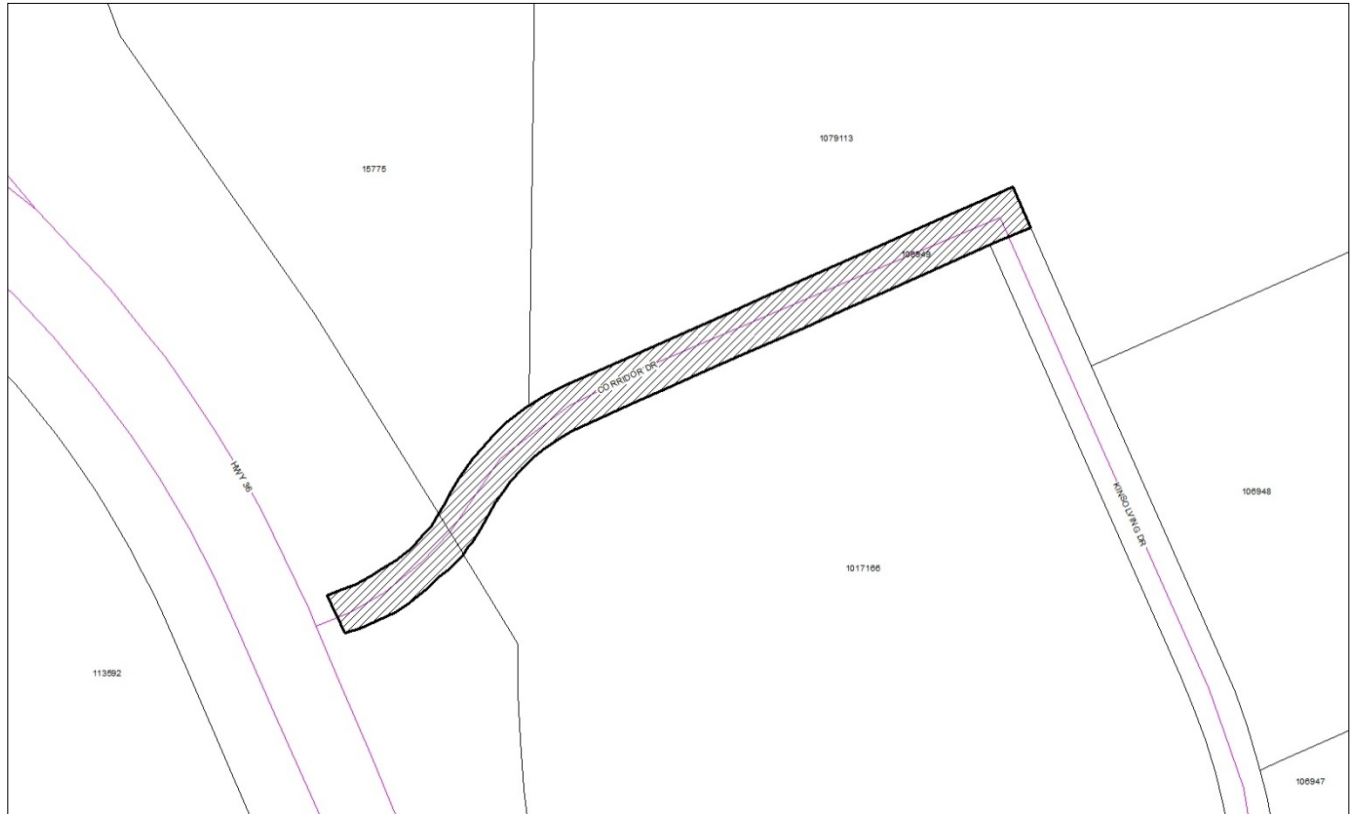
APPROVED:

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	

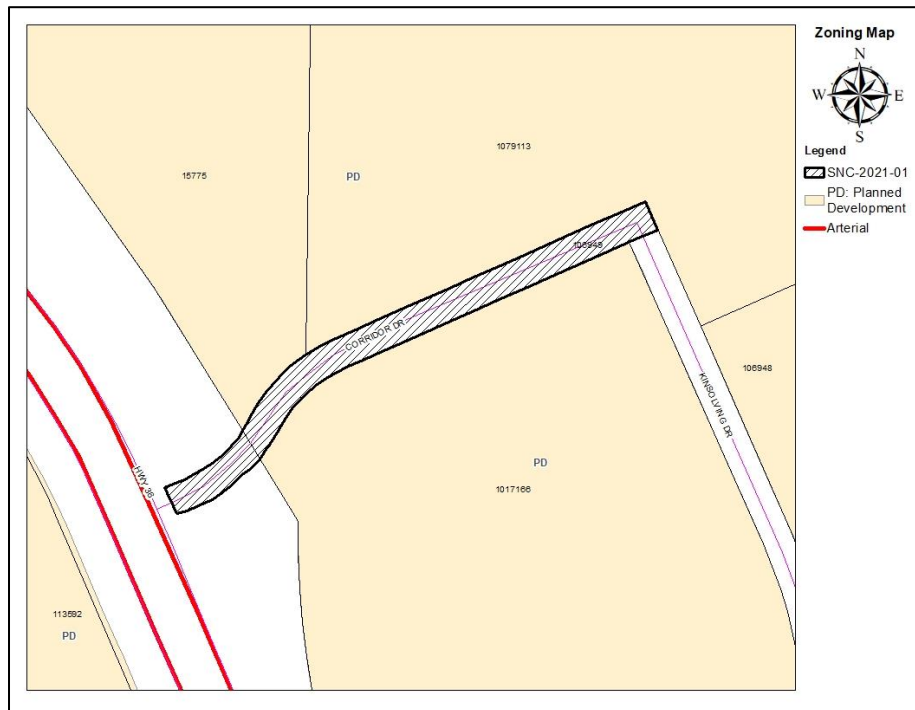
Attachments:

- 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

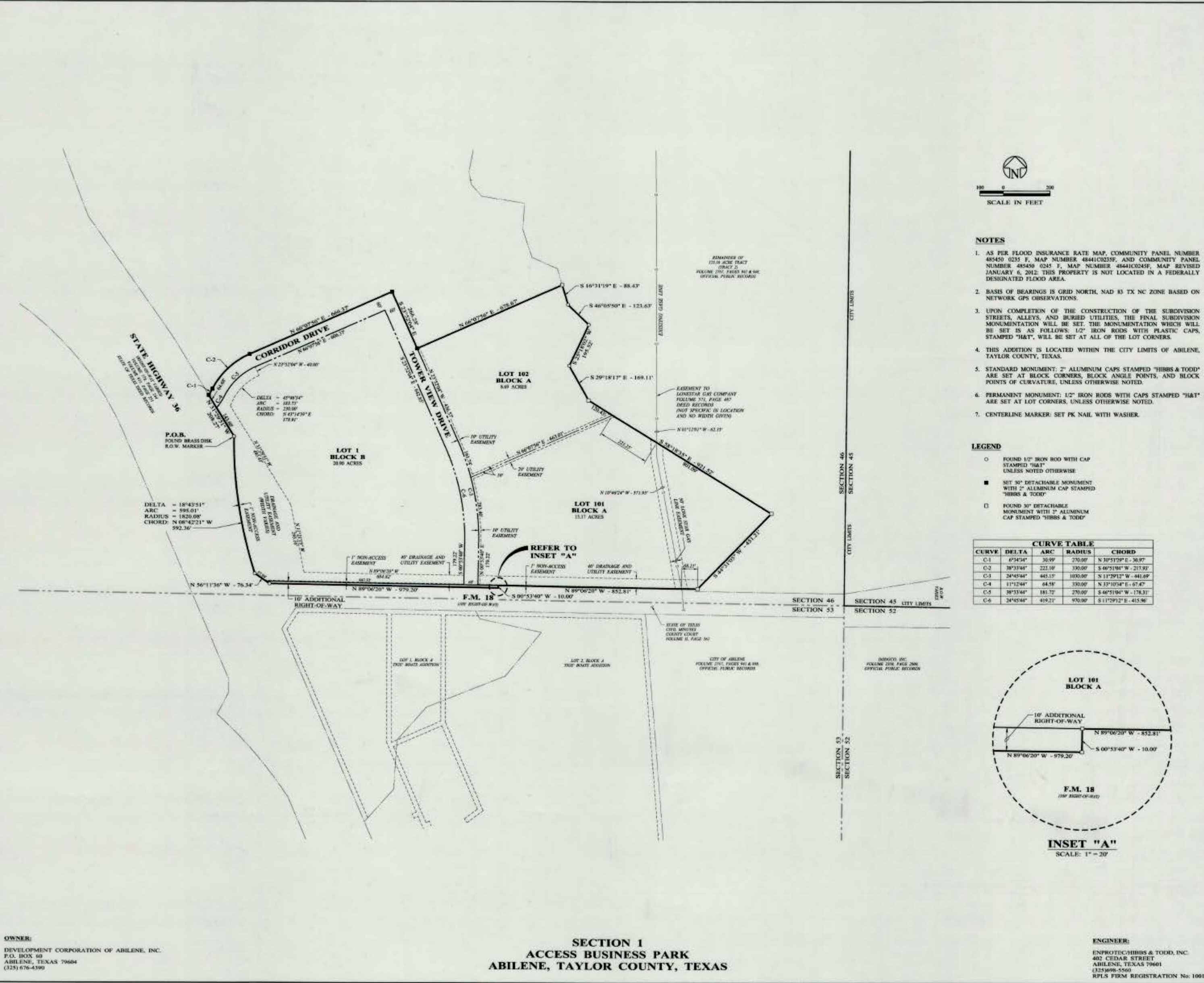
THE FOLLOWING CONDITIONS AND/OR CORRECTIONS ARE RECOMMENDED:

06/29/2021

DATE

Blake Tulloch

SIGNED: DIRECTOR / REPRESENTATIVE



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 4/12/18 2018-00015332
DATE: 4/12/18
COUNTY CLERK: Larry G. Davis
DEPUTY: Sue Corcoran

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
5863
PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS

03/29/2018
DATE

RILEY ELMER GRIFFITH
REGISTERED PROFESSIONAL LAND SURVEYOR

Page 527 of 606

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.

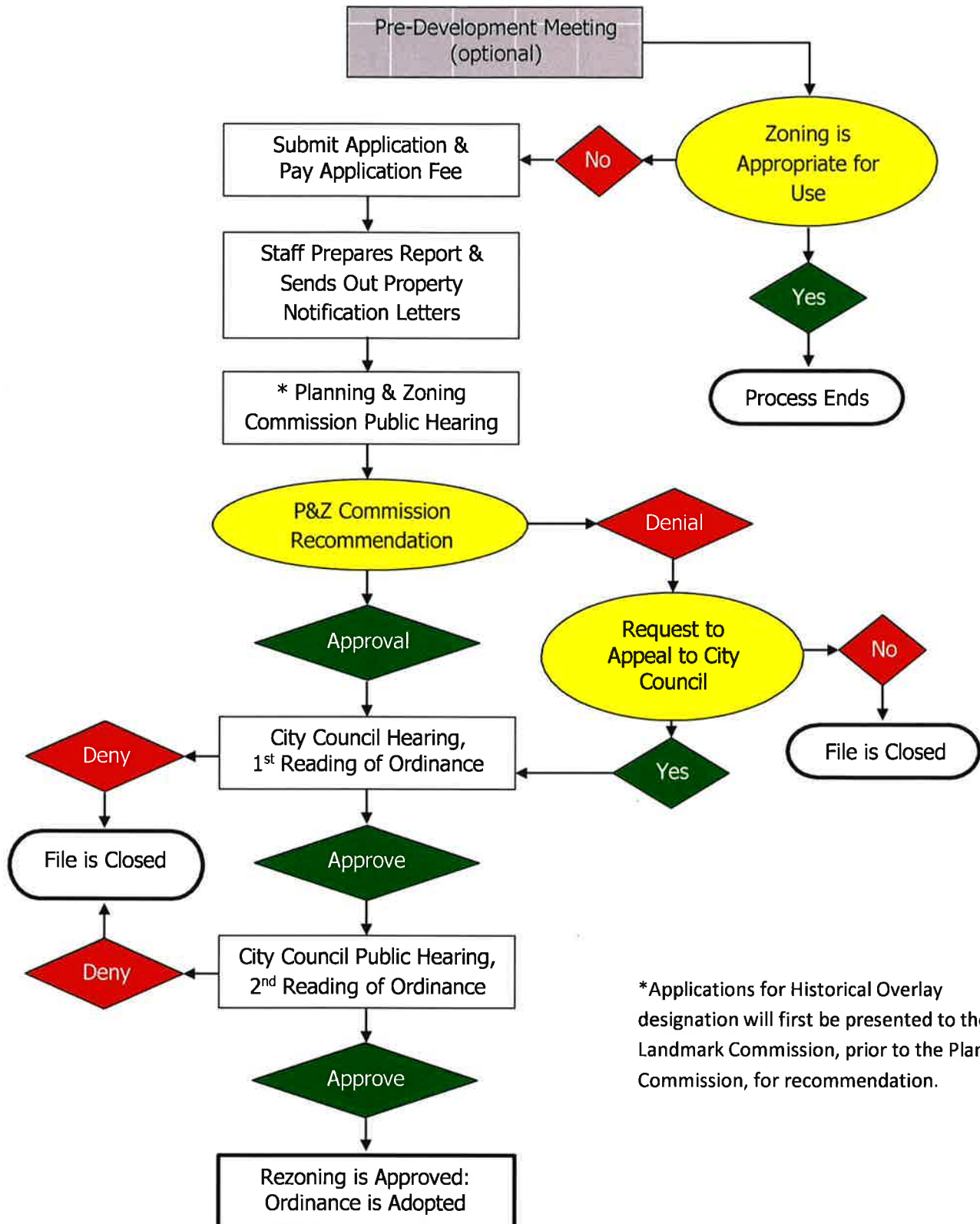
⁴Sign Permit Fee, other than for portable signs, is 2% of the sign value OR the minimum fee noted above, whichever is greater.

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



*Applications for Historical Overlay designation will first be presented to the Landmark Commission, prior to the Planning Commission, for recommendation.

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

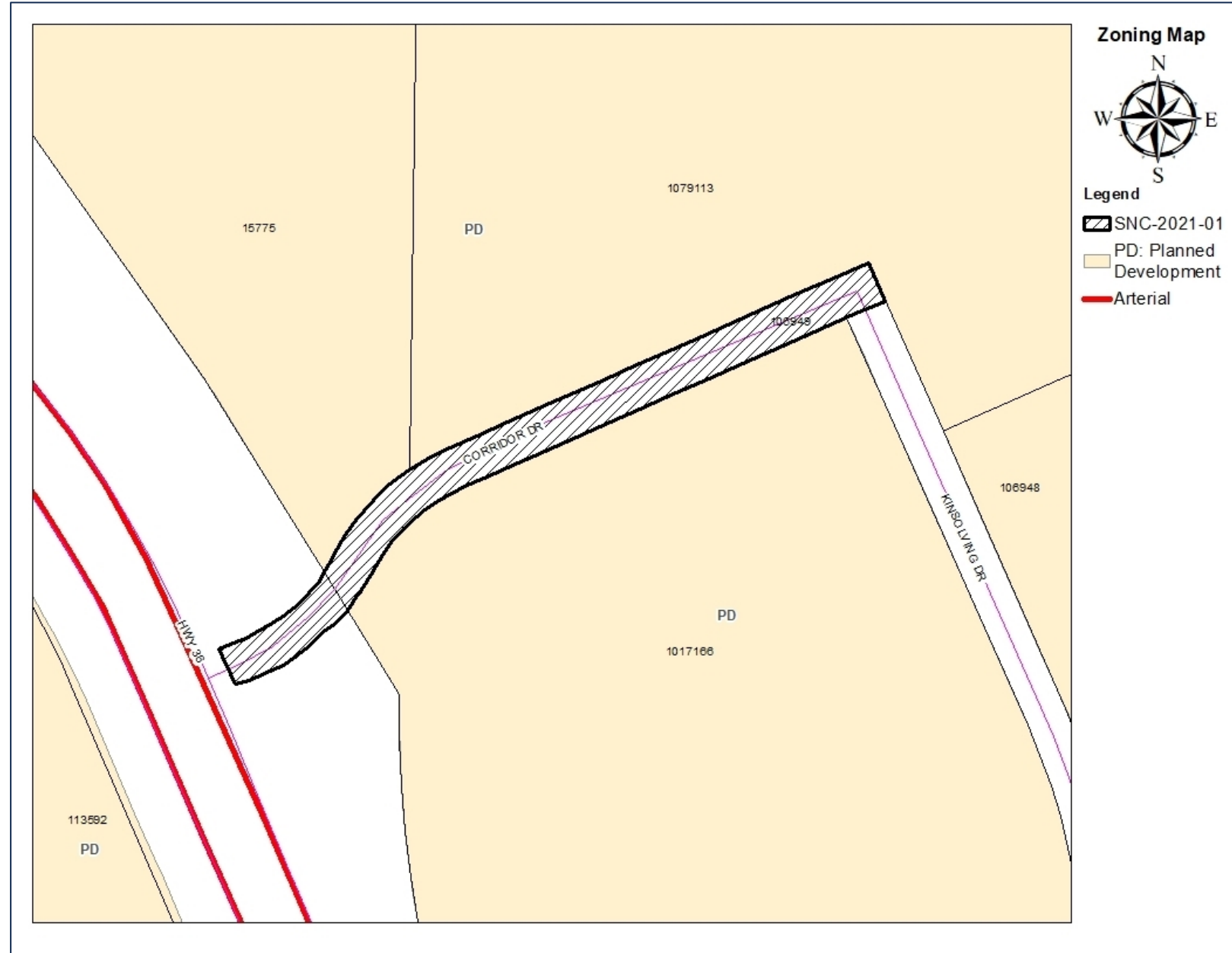
2021 Board of Adjustment Calendar

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.

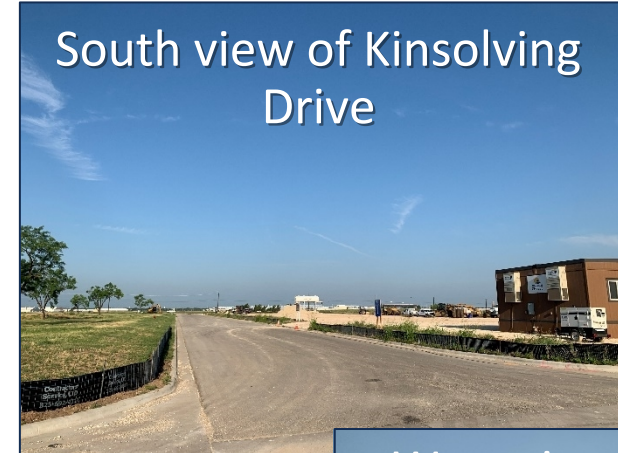
Case:	SNC-2021-01
Owner:	Development Corporation of Abilene Inc.
Request:	Change the name of Corridor Drive to Great Lakes Cheese Drive
Location:	Corridor Drive east of Highway 36 and north of Kinsolving Drive
Notification:	0 in Favor, 0 Opposed
Planning & Zoning Recommendation:	Approved







South view of Kinsolving Drive



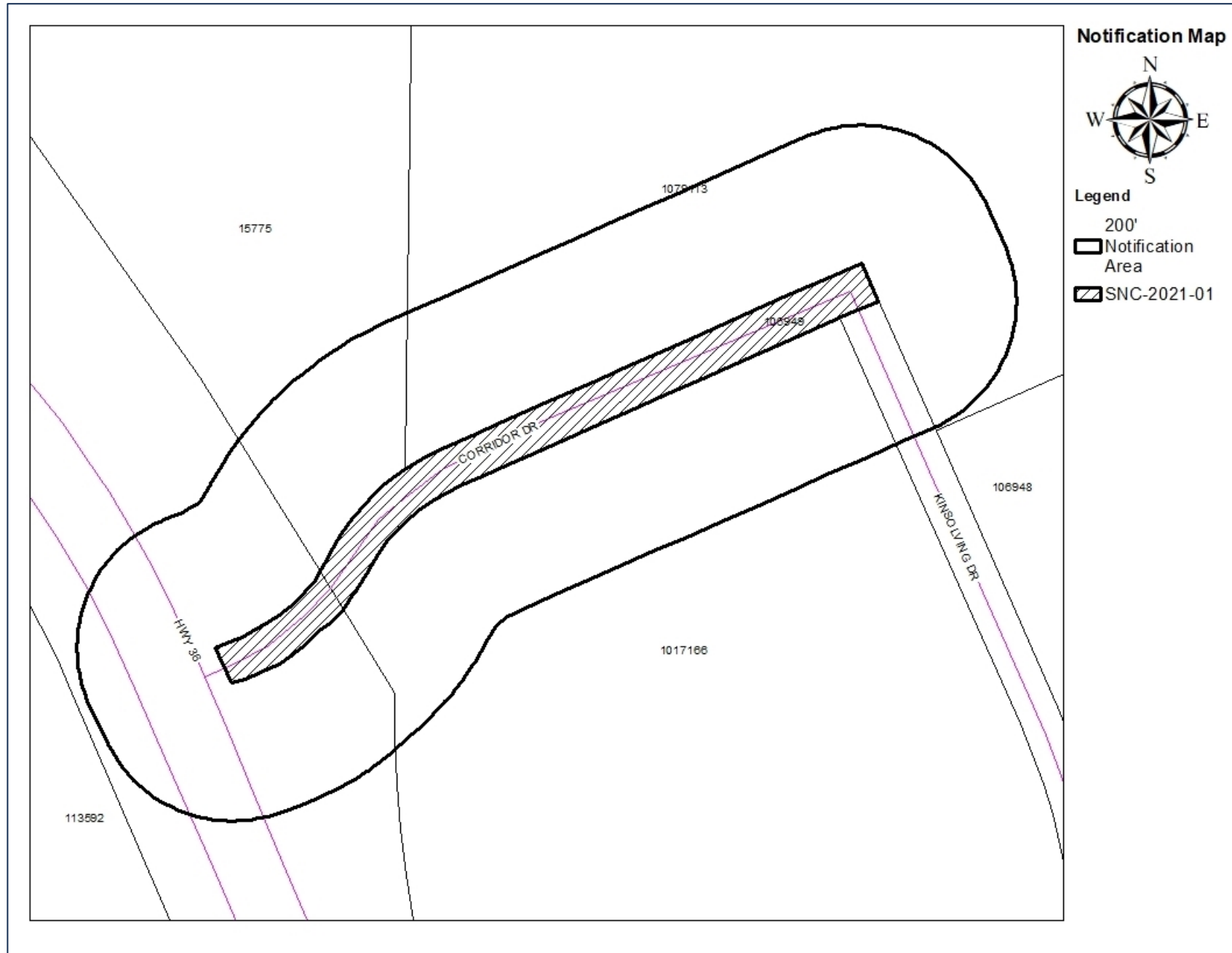
West view of Corridor Drive



East view of Corridor Drive



SNC-2021-01 NOTIFICATION AREA MAP



0 - In Favor- 
0- Opposed- 

Percent Opposition: 0%

- 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: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 27. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the 2020-2021 Revised Budget (Mike Rains)

GENERAL INFORMATION

As part of the budget workshop on July 27, 2021, the City Council approved on first reading the All Funds Revised Budget of \$283,114,165 for the FY 2020-2021.

This will be the final public hearing and vote on the 2020-2021 Revised Budgets.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends the City Council hold the public hearing and approve the Revised Budget Ordinance on second and final reading.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Revised Budget 2021
2. Powerpoint - Ordinance Approving 2020-21 Revised Budgets

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 & Public Hearing – Final Vote on Revised 2020-21 Budgets

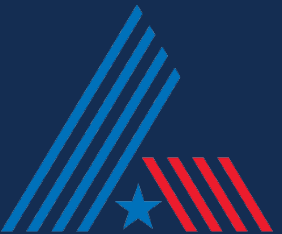


Ordinance & Public Hearing – Final Vote on Revised 2020-21 Budgets

- As part of the budget workshop on July 27, 2021, City Council approved on first reading the All Funds Revised 2020-21 Budgets of \$283,114,165.
- Public Hearing is required
- Final vote on the Revised 2020-21 Budgets



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 28. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving and Adopting the Proposed Budget for Fiscal Year 2021-2022 (Mike Rains)

GENERAL INFORMATION

As part of the budget workshop on July 27, 2021 the City Council approved on first reading the budgets as presented by the City Manager with certain modifications. This will be the final public hearing and vote on the proposed 2021-2022 budget.

SPECIAL CONSIDERATIONS

State law requires two votes be taken for:

A) Approving and adopting the Proposed Budget for Fiscal Year 2021-2022 with a specific amount of money. (\$288,668,300 all operating funds budget)

B) Acknowledge (ratify) that the Adopted Budget will cost more than last year's budget. The following wording must be used,

"This budget will raise more total property taxes than last year's budget by an amount of \$2,261,560 which is a 4.4% increase from last year's budget. Of that amount \$869,123 is tax revenue to be raised from new property added to the tax roll this year."

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends the City Council hold the public hearing and approve the Proposed Budget Ordinance on second and final reading.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Approved Budget 2022
2. Powerpoint - Ordinance Approving 2021-22 Proposed Budgets

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	283,101,699
Total Expenditures	288,668,300
Fund Balance Ending	\$71,280,464

Ordinance & Public Hearing – Final Vote on 2021-22 Proposed Budgets

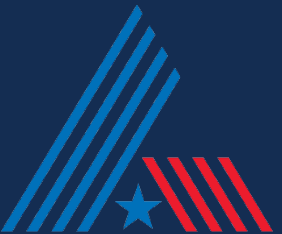


Ordinance & Public Hearing – Final Vote on 2021-22 Proposed Budgets

- As part of the budget workshop on July 27, 2021, City Council approved on first reading the 2021-22 all operating funds Proposed Budgets totaling \$288,668,300.
- Two votes will be required:
 - Approving and adopting the budget for fiscal year 2021-22 with a specific amount of money.
 - All Operating Funds - \$288,668,300
 - Acknowledge (ratify) that the adopted budget will cost more than last year's budget using the following statement:
 - **"This budget will raise more total property taxes than last year's budget by an amount of \$2,261,560 which is a 4.4% increase from last year's budget. Of that amount \$869,123 is tax revenue to be raised from new property added to the tax roll this year."**
- Public Hearing is required
- Final vote on the Proposed 2021-22 Budgets



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 29. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving and Adopting the Proposed 2021-22 Tax Rates (Mike Rains)

GENERAL INFORMATION

During the budget workshop on July 27, 2021, the City Council approved on first reading a tax rate of \$.7851 per \$100 consisting of \$.6019 for maintenance & operations (m&o) and \$.1832 for interest & sinking (i&s).

This will be the final public hearing and vote to set the tax rate for fiscal year 2021-2022.

SPECIAL CONSIDERATIONS

Motion to approve the tax rate must contain the following specific language:

"I move that the property tax rate be increased by the adoption of the tax rate of \$.7851 per \$100, which is effectively a 3.5% increase in the tax rate."

60% of the Council must vote yes (5 yes votes)

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends the Council hold the public hearing and adopt on final reading the tax rate for fiscal year 2021-2022.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Tax Rate FY 22
2. Powerpoint - Ordinance Approving 2021-22 Proposed Tax Rate

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	.0112
(m)	2018B C.O. Series	.0017
(n)	2019 G.O. Series	.0082
(o)	2019 C.O. Series	.0137
(p)	2020 Refunding	.0066
(q)	2021 C.O. Series	<u>.0137</u>

Debt Rate	<u>\$.1832</u>
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TOTAL RATE FOR THE YEAR 2021	<u>\$.7851</u>
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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 3.5 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:

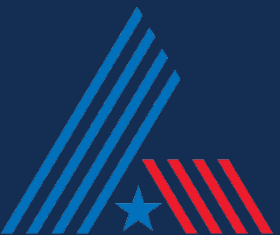
CITY ATTORNEY

Ordinance & Public Hearing – Final Vote on 2021-22 Proposed Tax Rates



Ordinance & Public Hearing – Final Vote on 2021-22 Proposed Tax Rates

- As part of the budget workshop on July 27, 2021, City Council approved on first reading the 2021-22 Proposed Tax Rate of \$.7851 per \$100 consisting of \$.6019 for maintenance & operations (m&o) and \$.1832 for interest & sinking (i&s).
- Final vote on the Proposed 2021-22 Tax Rates
- Motion to approve the tax rate must contain the following specific language: **“I move that the property tax rate be increased by the adoption of the tax rate of \$.7851 per \$100, which is effectively a 3.5% increase in the tax rate.”**
- 60% of the Council must vote yes (5 yes votes)

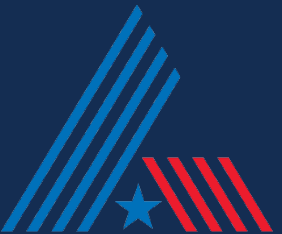


Ordinance & Public Hearing – Final Vote on 2021-22 Proposed Tax Rates

FY 2022 Property Tax Rate	Maintenance & Operations Rate (m&o)	Interest & Sinking Rate (i&s)	Total Tax Rate
FY 2022 Property Tax Rate as approved by City Council on first reading	\$.6019	\$.1832	\$.7851
FY 2021 Property Tax Rate	\$.6019	\$.1858	\$.7877
FY 2022 No-New-Revenue Tax Rate			\$.7584
FY 2022 Voter-Approval Tax Rate			\$.8045
FY 2022 Voter-Approval Tax Rate with unused increment			\$.8378



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 30. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting Fees and Charges for Fiscal Year 2021-2022 (*Mike Rains*)

GENERAL INFORMATION

As part of the budget workshop on July 27, 2021 Council approved on first reading the Fee Ordinance. This ordinance incorporates City fees in one comprehensive document.

This will be the final reading and approval of the Fee Ordinance.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends Council hold the public hearing and approve the Fee Ordinance on second and final reading.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Fee Budget 2022
2. Fee Schedule Exhibit FY22
3. Powerpoint - Ordinance Approving 2021-22 Fee Schedule

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	(AW) Manufacturer's Agent's Warehouse Permit		\$375.00
(State Regulated)	(BB) General distributor's License		\$150.00
	(BC) Branch distributor's License		\$37.50
	(BE) Retail Dealer's On-Premise License		\$75.00
	(BF) Retail Dealer's Off Premise License		\$30.00
	(BG) Wine & Malt Beverage Retailer's Permit		\$87.50
	(BP) Brewpub License		\$250.00
	(BQ) Wine & Malt Beverage Retailer's Off-Premise Permit		\$30.00
	(BW) Brewer's License		\$750.00
	(D) Distiller's & Rectifier's Permit		\$750.00
	(G) Winery Permit		\$37.50
	(J/JD) Bonded Warehouse Permit		\$75.00
	(LP) Local Distributor's Permit		\$50.00
	(MB) Mixed beverage permit (Original)		no fee
	(MB) Mixed Beverage Permit (1st Renewal)		no fee
	(MB) Mixed beverage permit (2nd Renewal)		\$750.00
	(MB) Mixed Beverage Permit (3rd & Subsequent Renewal)		\$375.00
	(P) Package Store Permit		\$250.00
	(PR) Promotional Permit		\$150.00
	(Q) Wine Only Package Store Permit		\$37.50
	(S) Nonresident Seller's Permit		\$75.00
	(SD) Brewer's Self-Distribution License		\$300.00
	(W) Wholesaler's Permit		\$937.50
	(X) General Classes B Wholesaler's Permit		\$150.00
	Fee not to exceed one-half of the maximum local fees set by the TABC, in accordance with Alcoholic Beverage Code Sec. 11.38 and Sec 61.36.		
	Beer		
	—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	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Adopting an Animal	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	
	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	
	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	
Spay/Neuter Voucher Program	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 services	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	
	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	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Disposal of small animals for Clinics picked up by Animal Services on immediate request	\$10.00	
	Disposal of small animals for Clinics dropped off 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	
Landing Fee	Signatory	\$.45/1,000 lbs.	
	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	
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.		
	Any Building Permit within the City of Abilene shall have a minimum fee of \$50-\$60 .		
Building Permit Fees by Valuation	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	\$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	\$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	
	Plan Review - due at time of submittal	Non-refundable - 25% of permit fee	
Building Permit Fee - Commercial	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	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Building Permit Fee - Electrical	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	
	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
Building Permit Fee - Mechanical	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	
	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
Building Permit Fee - Plumbing	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	
	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	
Fences Inspection Fee	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
	Over 7' high	\$3.00 per \$1,000.00 of valuation, minimum \$50.00	
Grading Permit Fees	Masonry fences/walls exceeding 4' in height shall be engineered	\$3.00 per \$1,000.00 of valuation, minimum \$50.00	
	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	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Other Inspections and Fees	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	
	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	
BUS SERVICE (CITYLINK)	Temporary building/ sales trailer	\$75.00	
	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	
	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	
CEMETERY	Infant	\$350.00	
	Cremains	\$350.00	
	County	\$375.00	
	County Cremains	\$175.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
		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		
	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.		
Auditorium	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	
	Second show	\$450.00	
	Holiday rate	\$1,200.00	
	Move In/Out, Rehearsal		
	8:00 AM - 11:59 PM	\$450.00	
Stage fees	Stage fees	Amount as incurred by the City of Abilene	
Conference Center	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		
	8:00 AM - 11:59 PM	\$325.00	
Conference Rooms	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)	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Exhibit hall	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	
		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	
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)	
	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	
Entire Building	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		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Equipment rental	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
	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	
	Screen, front/rear projector 14' x 16'	\$120.00	
	Spotlight (plus tech)	\$30.00	
	BOOTH		
	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	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	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	
	Tablecloth Rental	\$8.00	previously Civic Abilene fee
	Tablecloth Replacement	\$15.00	previously Civic Abilene fee
	Table Skirting*		
	With Table Cloth	\$22.00	previously Civic Abilene fee
	Without table cloth	\$15.00	previously Civic Abilene fee
	*via sub-contractor rates.		
	Subject to change without notice.		
Box Office Fees	Facility Fee (if Convention Center sells tickets)	\$2.00 / ticket	previously Civic Abilene fee
	Merchandise	10% of gross sales	previously Civic Abilene fee
Catering Fees	Onsite Catering Fee	14% of gross sales	previously Civic Abilene fee
	Drop-Off / Food Truck	5% of gross sales	previously Civic Abilene fee
	Liquor Catering	12% of gross sales	previously Civic Abilene fee
	Concessionaire Fees	10% of gross sales	previously Civic Abilene fee
	Kitchen - Excessive Clean Up	\$100.00 - \$500.00	previously Civic Abilene fee
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 (foyer 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		Civic Abilene fees are now City of Abilene Convention Center fees.
	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	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	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		
	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	
Mowing	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	
Securement	Based on size of opening to be secured		
	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	
	fee includes \$10 payable to TCEQ		
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. Admin/User Fee: \$5.00		
		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	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
FIRE INSPECTION FEES	Nursing homes, foster homes, ICF/MR homes, hospitals, daycares, etc.		
State Licensing Inspections	0 - 6,000 sq. ft.	\$30.00	
	6,001 - 12,000 sq. ft.	\$50.00	
	12,001 - 24,000 sq. ft.	\$100.00	
	Over 24,000 sq. ft.	\$200.00	
Operational Permits	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		
	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)		
Construction Permits	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	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	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		
	Pregnancy (urine)	\$5.00	actual cost +10%
Testing	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%
	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%

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	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%
	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%

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	PTT Activated	\$20.00	actual cost +10%
	Quantiferon TB Gold Plus	\$60.00	actual cost +10%
	Renal Function 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%
	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 (Shots)	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.		
		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%	
Vaccines for Children 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	
Adult Safety Net Program	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	
Mercy Clinic Fees	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	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Family Planning Grant Program	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	
	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	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	South branch technology fee for usage of the advance technology per event*	\$25.00	
	<i>*technology fee applies to both profit and nonprofit groups</i>		
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	
	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:		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Teen Court Fee	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	
	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	
Aquatics / Adventure Cove	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	
	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:		
	2 hour rental	\$200.00	
	After-hours rental: 2 hours	\$600.00	
	After-hours rental: each additional hour	\$300.00	
Recreation	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	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	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	
	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	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	
	Special events may be added upon approval of the City Manager or his designee		
PLANNING	Board of Adjustment Filing/Application Fees	\$400.00	
Planning Infill Development Incentive	Projects located within the designated "infill area" are eligible for a fee reduction of 50% in accordance with the City's Infill Development Strategy. This does not apply to any portion of a fee that is based on actual costs to the City, such as filing plats, photocopies, notifications, etc.		
Planning Ordinances, Minutes, Publications, Reports, Other Documents, Maps	Reports, plans, ordinances, maps and other documents are often available on the city's web site (www.abilenetx.gov) at no charge. In addition, any other actual materials costs will be assessed.	\$.10 per page	
	Requests for the creation of maps or other documents not already existing will only be available based on availability of staff	\$15.00 per hour, plus the cost of reproduction and/or materials.	
Subdivision	Preliminary development plan	No Charge	
	Plat, preliminary (applicant will also be responsible for actual filing costs)	\$500.00*	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	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	
	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.		
Signs	Sign permit - billboard (based on sign value)	\$ 500.00*	
	Sign permit - non-billboard (based on sign value)	\$ 200.00*	
	Sign permit - portable	\$50.00	
	*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 552.2615, 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	
	Electric	.001116¢ per kilowatt-hour of services delivered	
	Gas	5% of grantee's gross revenues	
	Non-Emergency Ambulance Transfer Service:		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Wireless Communication Network Nodes (State Regulated)	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	
	Permits for use of public right-of-way:		
	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	
	Delivery charge	\$200.00	\$210.00
	Bagged—approx 2 cu ft		
Regrind Mulch	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
	Bagged—regrind per bag—approx 2 cu ft	\$1.50	
	Wholesale (for commercial use): Premium \$1.50 per bag—Fine \$2.00 per bag		
Cardboard Collection Services	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
	Each additional collection at same site	\$200.00	\$210.00
Freon Units/Other Appliances	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	
Ground Glass	Sales tax is extra on services		
	Loaded by customer	No Charge	
	Bulk loaded by City staff (per yd.)	\$4.00	
Tires	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	
Other	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	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
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	
Commercial	100-150 feet	\$69.05	
	Minimum charge of \$17.00 per month for Commercial accounts		
	90 gallon	\$26.80	\$27.50
Commercial Sideloader (emptied 2 times per week)	300 gallon	\$54.82	\$60.00
	300 gallon shared by 2 com. Each	\$28.18	\$30.00
	300 gallon shared by 3 com. Each	\$19.27	
Frontloader Services	300 gallon shared by 1 com. & 1 res.	\$28.18 & \$18.11	
	Two times per week collection:		
	2 yd container per month	\$44.83	\$59.83
	3 yd container per month	\$66.02	\$78.52
	4 yd container per month	\$90.73	\$98.23
	6 yd container per month	\$123.87	
	8 yd container per month	\$158.19	
	2 yd compactor per month	\$81.45	\$89.79
	8 yd compactor per month	\$204.17	
	4 times per week collection:		
	2 yd container per month	\$91.86	\$111.86
	3 yd container per month	\$138.91	\$151.41
Extra Collections	4 yd container per month	\$189.38	
	6 yd container per month	\$258.02	
	8 yd container per month	\$329.00	
	Environmental charge per month	\$1.80	
	On regular route:		
	2 yd container	\$20.79	
	2, 3 or 4 yd container	\$33.42	\$40.00
	6 or 8 yd container	\$41.60	\$50.00
	Off regular route:		
	2 yd container	\$28.89	
Stationary Compactor Service	3 or 4 yd container	\$50.85	
	6 or 8 yd container	\$60.09	
Collections per week 1	City-Owned Unit*		
	Privately-Owned		
	30 Yd. 40 Yd. 20 yd. 30 Yd. 40 Yd.		
	\$1504.04 \$1771.29 \$1035.97 \$1079.30 \$1302.85 \$1346.18 \$1567.15 \$1610.48		
	2809.12 3341.42 2070.44 2158.60 2604.20 2692.36 3132.80 3220.96		
	4113.20 4911.55 3104.91 3237.90 3905.55 4038.54 4702.95 4831.44		
	5417.28 6481.68 4139.38 5206.90 6270.10		
	*Includes \$200.95 per month rental rate		
	Other Monthly		
	30 Yd. Compactor with Turn Charge - 1 collection per week	\$1,550.36	\$1,570.36
Extra Collections / On Call Service	34 Yd. Compactor with Turn Charge - 1 collection per week	\$1,816.61	\$1,836.61
	20 yd container compactor	\$268.52	\$278.52
	30 yd container compactor	\$336.50	\$346.50
	40 yd container compactor	\$405.61	\$415.61
On-Call Service			
	City-Owned Unit *		
	Privately-Owned		
	30 Yd. 40 Yd. 20 yd. 30 Yd. 40 Yd.		
Compactors for Recycle Only	\$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	
Turning Charge	Privately-Owned Unit		
	Per Delivery to Recycler	\$200.00	\$210.00
Roll-Off Open Scheduled	Per Collection	\$45.32	\$55.32
	Per Week 20 yd. 30yd 40 yd.		
	1 \$1031.25 \$1291.84 \$1550.37		
Roll-Off Open Non Scheduled	2 \$2050.95 \$2572.13 3088.77		
	3 \$3070.00 \$3852.43 4627.39		
Container Size		Per Collection	
	20 yard	\$275.12	
	30 yard	\$341.97	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	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	
	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	

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
Street Maintenance Fee	#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	
	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:		
	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	
	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
	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
	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 ... \$0.60 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 ... \$0.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption.		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
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	
	Return check charge (per account)	\$30.00	
	Meter test	\$25.00	
Deposits	Deposits may be required based on payment history and/or credit worthiness		
Water Analysis Fees			
	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	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	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	
	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	
Water Restriction Penalties	Year-Round Water Use Management/Stage 1 Water Alert:		
Water Conservation Plan	First Offense: Minimum	\$50.00	
	Second Offense: Minimum	\$75.00	

EXHIBIT A

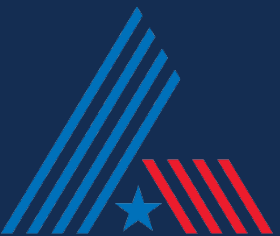
Fee/Permit	Item/Cost	Current	Proposed if Changing
	Subsequent Offenses: Minimum	\$250.00	
	Stage 2 Water Warning:		
	First Offense: Minimum	\$100.00	
	Second Offense: Minimum	\$150.00	
	Subsequent Offenses: Minimum	\$500.00	
	Stage 3 Water Emergency:		
	First Offense: Minimum	\$250.00	
	Second Offense: 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	
	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	

Ordinance & Public Hearing – Final Vote on 2021-22 Proposed Fee Schedule

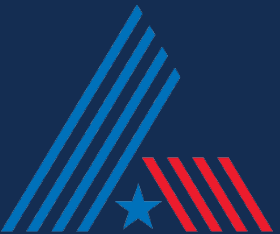


Ordinance & Public Hearing – Final Vote on 2021-22 Proposed Fee Schedule

- As part of the budget workshop on July 27, 2021, City Council approved on first reading the 2021-22 Proposed Fee Schedule.
- Final vote on the Proposed 2021-22 Proposed Fee Schedule



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 8/12/2021

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 31. 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. 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
3. 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
4. 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
5. 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
6. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
7. 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
8. Natasha Jones v. City of Abilene, Texas; EEOC Charge of Discrimination, 450-2020-06446; filed September 15, 2020
9. Officer Mark Watson and City of Abilene, Case No. 01-21-0002-5335; Appeal of Indefinite Suspension to Arbitration, filed March 10, 2021

10. 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

11. Governor's Executive Orders COVID-19

12. 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
3. Municipal Court Judge Interviews

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None