



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 October 28, 2021, at 4:30 p.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

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

INVOCATION

2. Deputy Mayor Pro-tem Travis Craver

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

CONSENT AGENDA

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

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on October 14, 2021 (**Shawna Atkinson**)
4. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Water Storage Services Agreement with the City of Clyde, Texas (**Robert Hanna**)
5. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Interlocal Agreement with the City of Clyde, Texas, regarding the Extra Territorial Jurisdiction (ETJ) boundary line and Release of a portion of Abilene's ETJ (**Robert Hanna**)
6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Texas Attorney General Global Opioid Settlement Agreement (**Stanley Smith**)

7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing and Take Action on Approving a Contract Renewal for Employee Assistance Program (EAP) Services **(Brenda Alexander)**
8. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve the Purchase of two El Dorado 32 feet-long Replacement Buses for CityLink **(Don Green)**
9. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve an Extended Term Street Use License with The Half King (dba) The Pour House (401 Pine St, Suite C) **(Greg McCaffery)**
10. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approval of Change Order of Contract: Downtown Pavement Marking Project **(Greg McCaffery)**
11. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Bid to Toter LLC. for Solid Waste 95 Gallon Refuse Containers **(Greg McCaffery)**
12. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Bid (CB-2202) to Tank Holding Corp. for Solid Waste 300 Gallon Refuse Containers **(Greg McCaffery)**
13. **Ordinance (First Reading) Z-2021-28:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request to Change Zoning from Residential Single-Family (RS-6) to a Heavy Commercial (HC) District on Approximately 0.482 Acre of Land at 437, 541 and 557 North 11th Street, at or Near the Southeast Corner of Ash and North 11th Streets **(Tim Littlejohn)**
14. **Ordinance (First Reading) Z-2021-29:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Weatherbee Construction Inc. (Represented by Enprotec/Hibbs & Todd, Engineering Consultants) to Amend Terms and Conditions of Planned Development District Number 104 (PD 104) as They Affect Approximately 18 Acres of Now-Vacant Land Located Therein and Planned for Low to Medium Densities of Single and Two-Family Homes **(Tim Littlejohn)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

15. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve a Contract with JBT Aerotech Corporation to Replace the Airport's Two Passenger Boarding Bridges **(Don Green)**
16. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve a Contract with ArkStar Group for Airport Marketing Assistance **(Don Green)**
17. **(Remove from Table) Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 10, Article III, "Fire Prevention Code", Division 1, Sec. 10-46 of the Abilene Municipal Code **(Cande Flores)**
18. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Amendment to Ordinance 43-2021 Adopting Fees and Charges, by Amending Alcoholic Beverage Permit Fees **(Shawna Atkinson)**

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**)

Abilene-Taylor County Public Health Advisory Board	Citizens Advisory Board for People with Disabilities
Abilene-Taylor County Events Venue District Board	Library Advisory Board
Airport Development Board	Neighborhood Services Advisory Board
Board of Adjustment	Planning & Zoning Commission
Board of Building Standards	

EXECUTIVE SESSION

20. **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. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
12. Governor's Executive Orders - COVID-19

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project
2. Project Artemis

RECONVENE

PUBLIC COMMENTS

There will be no votes or any formal actions taken on subjects presented during public comment.
The public comment period will only allow members of the public to present ideas and information to city officials and staff.

ADJOURNMENT

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

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 22nd day of October 2021, at 2:25 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 10/28/2021

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on October 14, 2021
(*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on October 14, 2021

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 10-14-2021 Minutes - Regular - Morning

CITY COUNCIL MEETING
October 14, 2021 at 8:30 a.m.

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

The City Council of the City of Abilene, Texas met in Regular Session on October 14, 2021, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Anthony Williams was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Donna Albus, and Weldon Hurt. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and Deputy City Secretary Kaitlin Richardson.

Councilmember Shane Price delivered the invocation.

Trinity Marsh and Jose Ramirez Zamago, 5th Graders at Ortiz Elementary, and Kyler Broyles, 1st Grader at Dyess Elementary, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS

- Employee Service Awards:
 - Bryan Stevens – 20 Years – Police Department
- Proclamations:
 - Emergency Nurses week – accepted by Jonna Look and the staff at Hendrick Medical Center Emergency Department
 - National Physical Therapy Month – accepted by Jill Jumper and the students at Hardin-Simmons University Department of Physical Therapy

CONSENT AGENDA

The Consent Agenda consisted of items 4-8. Items 5 and 8 were pulled for individual consideration. Item 7 was pulled from consideration, prior to the meeting.

Item pulled from consideration:

- Item #7

Item pulled for individual consideration were as follows:

- David Swart, citizen – Item #5
- Mayor Pro-tem McAlister – Item #8

Councilmember Hurt moved to approve the consent agenda, now consisting of items 4 and 6. 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 September 23, 2021
6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Appoint the Health Authority and Medical Director for the Abilene-Taylor County Public Health District
[ASSIGNED RESOLUTION NO. 169-2021]

ITEM PULLED FROM CONSIDERATION

7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Safety/Security Cameras and Access Controls
[NOT CONSIDERED]

ITEM PULLED FOR INDIVIDUAL CONSIDERATION

5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Modifying and Extending the Declaration of Local Disaster (COVID-19) Issued September 9, 2021
[ASSIGNED RESOLUTION NO. 168-2021]

The item was pulled by David Swart, citizen.

Having pulled the item, Mr. Swart spoke about the President's mandates on the COVID-19 vaccine.

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

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

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

NAYS (1): Councilmember Hurt

8. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Amendment to Ordinance 43-2021 Adopting Fees and Charges, by Amending Alcoholic Beverage Permit Fees

The item was pulled by Mayor Pro-tem McAlister.

Having pulled the item, Councilmember McAlister spoke about the billing for Mixed Beverages and wanted clarification as to when this type of permit would be billed.

Stanley Smith, City Attorney stated that the new maximum local fee schedule set by the TABC allows for billing on the fourth year. So therefore, we will not bill for the first three years.

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. 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

REGULAR AGENDA

9. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending the Fiscal Year 2021-22 Budgets
[ASSIGNED ORDINANCE NO. 52-2021]

Mike Rains, Finance Director, presented the item. Adoption of the item would amend the Fiscal Year 2021-2022 Budget, to add positions to the Health Department and Zoo.

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

Deputy Mayor Pro-tem Craver moved to approve the item as presented. 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

10. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending the Fiscal Year 2020-2021 Budgets
[ASSIGNED ORDINANCE NO. 53-2021]

Mike Rains, Finance Director, presented the item. Adoption of the item would amend the Fiscal Year 2020-2021 Budgets, to allocate American Rescue Plan Act funds received into the budget.

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

Councilmember Beard moved to approve the item as presented. 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

11. Ordinance (Final Reading) Z-2021-22: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from The Conder Company (Represented by Jacob Martin LLC) to Change Zoning from Agricultural Open Space (AO) to a Planned Development (PD) District of Single-Family Home Sites on Approximately 7.77 Acres of Now-Vacant Land Bordering the 7700-7900 Blocks (West Side) of Hardwick Road in Far South Abilene. Legal Description Being Approximately 7.77 Acres Out of the W.J. Reddell Survey in Abilene, Taylor County, Texas
[ASSIGNED ORDINANCE NO. 54-2021]

Tim Littlejohn, Interim Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Agricultural Open Space (AO) to a Planned Development District (PD) of Single-Family Home Sites.

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

- Clayton Farrow – represents the applicant. Briefly went over the details of this request, and asked for support from the Council.

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

NAYS (0): None

12. Ordinance (Final Reading) Z-2021-24: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Brookhollow Christian Church (Represented by Paul Johnson & Associates) to Change Zoning from Residential Medium-Density (MD) to a Neighborhood Retail (NR) District on Properties at 2310 South Willis Street and 2325 Ivanhoe Lane in Southwest Central Abilene. Legal Description Being Lots 1, 2 And 22 (And Intervening Abandoned Alleyway) Block 13 of Brookhollow Addition Section 4, Abilene, Taylor County, Texas
[ASSIGNED ORDINANCE NO. 55-2021]

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

Tim Littlejohn, Interim Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Residential Medium-Density (MD) to a Neighborhood Retail District (NR).

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

- Eric Johnson – represents the applicant. Stated they were surprised there were so many oppositions to this, but anything they are concerned about would have to come back to Council for approval first.
- Cynthia Pearson – stated she is in favor of this item. Ms. Pearson represented Day Nursery of Abilene and stated that childcare is a much needed service in Abilene.

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

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

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

NAYS (0): None

ABSTAIN (1): Councilmember Beard

13. Ordinance (Final Reading) Z-2021-25: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Christian Evenson to Change Zoning from Heavy Industrial (HI) to a Heavy Commercial (HC) District on Approximately 1.5 Acres of Now-Vacant Land at 1425 Dunnam Drive, Situated Approximately 1000 Feet East of South Treadaway Boulevard in South Abilene. Legal Description Being Lots 20, 21 and 22 in the Atlas Industrial Subdivision, Abilene, Taylor County, Texas
[ASSIGNED ORDINANCE NO. 56-2021]

Tim Littlejohn, Interim Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Heavy Industrial (HI) to a Heavy Commercial (HC) District.

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

Deputy Mayor Pro-tem Craver moved to approve the item as presented. Councilmember 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

14. Ordinance (Final Reading) Z-2021-26: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Dewayne Blair to Change Zoning from Agricultural Open Space (AO) to a Manufactured/Mobile Home (MH) District on Approximately 57.442 Acres of Land Located on the 100 Block (West Side) of Chapel Hill Road in Far West Abilene. Legal Description Being 21.656 Acres Out of the Northwest Part of the H.B. Martin Survey in Abilene, Taylor County, Texas
[ASSIGNED ORDINANCE NO. 57-2021]

Tim Littlejohn, Interim Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Agricultural Open Space (AO) to a Manufacture/Mobile Home (MH) District.

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

Councilmember Hurt 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

15. Ordinance (Final Reading) Z-2021-27: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request From KPLB LLC, Agents Jacob & Martin LLC, to Rezone Property from Residential Medium-Density (MD) District to a Planned Development (PD) District on 5.85 Acres of Now-Vacant Land at 1826 Colony Hill Road in Southeastern Abilene. Legal Description Being 5.85 Acres Out of Southwest Quarter of Lunatic Asylum Lands Section 8 in Abilene, Taylor County, Texas
[ASSIGNED ORDINANCE NO. 58-2021]

Tim Littlejohn, Interim Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Residential Medium-Density (MD) District to a Planned Development (PD) District.

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

- Clayton Farrow – represents the applicant. Stated that he met with staff when it was previously rezoned to Medium-Density. There was a misunderstanding under this zoning with the number of units allowed along with the required distance in between units, so that is why it is being rezoned again.

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

Councilmember Hurt 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

PUBLIC COMMENTS

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

- Carrie Lieb – spoke in favor of making Abilene a sanctuary city for the unborn.
- Dorothy Clay – spoke in favor of making Abilene a sanctuary city for the unborn.
- David Swart – spoke about AEP not fixing street lights and urged Council and the Mayor to instruct the City Attorney to send a letter of non-compliance to AEP.

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

EXECUTIVE SESSION

Mayor Williams recessed into Executive Session at 9:17 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

- 16. A. 551.072 (Consultation with Attorney)
 - 1. Steven van Horne et al v. City of Abilene
 - 2. Clyde Water
 - 3. ETJ with Clyde, Texas
 - 4. Attorney General Opioid Settlement
- 16. D. 551.087 (Personnel Matters)
 - 1. Military Affairs Committee Trips to Washington DC
- 16. F. 551.087 (Business Prospect/Economic Development)
 - 1. Abilene Convention Center Hotel Project

The Executive Session ended at 9:30 a.m. and reconvened to Open Session. Mayor Williams reported no votes or action were taken in Executive Session.

REGULAR AGENDA

- 24. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Casting a Vote to Nominate a Member to the Jones County Appraisal District Board of Directors
[ASSIGNED RESOLUTION NO. 171-2021]

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

Mayor Pro-tem McAlister moved approve the nomination of Ms. Haley Jo Oates to the Jones County Appraisal District Board of Directors. Councilmember Price seconded the motion; motion carried.

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

NAYS (0): None

ADJOURNMENT

There being no further business, the meeting adjourned at 9:32 a.m.

Shawna Atkinson
City Secretary

Anthony Williams
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 10/28/2021

TO: Honorable Mayor and City Council Members

FROM: Robert Hanna, City Manager

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Water Storage Services Agreement with the City of Clyde, Texas (Robert Hanna)

GENERAL INFORMATION

The City of Clyde, Texas, purchased an assignment of two water purchase agreements originally entered into between WTU and the City of Abilene. Those water purchase agreements allowed WTU to divert water from Lake Fort Phantom Hill for power plant operation purposes.

The City of Abilene and the City of Clyde have negotiated the proposed Water Storage Services Agreement to allow the City of Clyde to store water in Lake Fort Phantom Hill and divert such water for Clyde's municipal purposes. The proposed Water Storage Services Agreement is for an initial term of 40 years, and sets forth the requirements and restrictions placed upon the City of Clyde's storage and diversion of water. The City of Clyde will pay the City of Abilene the annual sum of \$36,000 to store and divert the water.

The proposed Water Storage Services Agreement does not obligate or require the City of Abilene to provide the City of Clyde any services or infrastructure for the storage or diversion of Clyde's water except as specifically stated in the Agreement.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into the proposed Water Services Storage Agreement regarding the City of Clyde's storage and diversion of water from Lake Fort Phantom Hill.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2021 Resolution Clyde Water Storage Agreement
2. 20211018 COA-Clyde storage agreement Final
3. 20200117 Contract Language for Clyde usage of FPHR-Exhibit A
4. Approve Water Storage Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A WATER STORAGE
SERVICES AGREEMENT WITH THE CITY OF CLYDE, TEXAS**

WHEREAS, the City of Clyde, Texas, purchased an assignment of two water purchase agreements originally entered into between WTU and the City of Abilene; and

WHEREAS, those water purchase agreements allowed WTU to divert water from Lake Fort Phantom for power plant operation purposes.

WHEREAS, the City of Abilene and the City of Clyde have negotiated the proposed Water Storage Services Agreement to allow the City of Clyde to store water in Lake Fort Phantom and divert such water for Clyde's municipal purposes; and

WHEREAS, the proposed Water Storage Services Agreement is for an initial term of 40 years, and sets forth the requirements and restrictions placed upon the City of Clyde's storage and diversion of water; and

WHEREAS, the City of Clyde will pay the City of Abilene the annual sum of \$36,000 to store and divert the water; and

WHEREAS, the proposed Water Storage Services Agreement does not obligate or require the City of Abilene to provide the City of Clyde any services or infrastructure for the storage or diversion of Clyde's water except as specifically provided in the Agreement.

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

Part 1: That the City Council hereby authorizes the City Manager to enter into a Water Storage Services Agreement with the City of Clyde, Texas, regarding the storage and diversion of water in Lake Fort Phantom.

Part 2: That this Resolution becomes effective immediately upon adoption.

ADOPTED this 28th day of October, 2021.

ATTEST:

Shawna Atkinson
City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

WATER STORAGE SERVICES AGREEMENT BETWEEN

THE CITY OF ABILENE, TEXAS
AND
THE CITY OF CLYDE, TEXAS

AUTHORIZING THE USE OF STORAGE CAPACITY IN LAKE FORT PHANTOM HILL

This storage services agreement is executed by and between the City of Abilene, a Texas home- rule municipality, and the City of Clyde, Texas, a General Law Type A municipality organized and operating pursuant to Title 2 of the Texas Local Government Code (the “***Storage Agreement***”) to be effective on November 1, 2021 (the “***Effective Date***”). The City of Abilene and the City of Clyde are each referred to in this Storage Agreement as a “***Party***”, and collectively as “***Parties***”.

Definitions

Abilene means the City of Abilene, Texas.

Amended Clyde Certificate means Certificate of Adjudication No. 12-4151A that amends Certificate of Adjudication No. 12-4151 to authorize Clyde to divert and use no more than 2,500 acre feet annually for agricultural, municipal, industrial, and mining uses in Callahan, Eastland, Taylor, Runnels, Brown, Coleman, Nolan, Scurry, Mitchell, Coke, Sterling, Tom Green, Jones, Shackelford, Fisher, Haskell, Stonewall, and Kent Counties.

Annual Storage Service Charge means the annual service charge Clyde is obligated to pay Abilene for the authorizations and privileges granted by this Storage Agreement.

Certificate of Adjudication No. 12-4151 means the water right that supersedes the water use permit originally issued to WTU as Permit 1094, as that permit was amended before the Adjudication of Water Rights in the Clear Fork of the Brazos River Watershed, Brazos River Basin, authorizing the storage of no more than 6,500 acre feet of water in, and the diversion of 2,500 acre feet from, the Reservoir for industrial purposes in Taylor County.

Certificate of Adjudication No. 12-4161 means the water right issued by the predecessor agency of the Texas Commission on Environmental Quality as Certificate of Adjudication No. 12-4161 for Abilene, and Abilene alone, to build, operate, and maintain a water supply reservoir capable of impounding a maximum of 73,960 acre feet of water, known to the Parties as Lake Fort Phantom Hill. All references to Certificate of Adjudication No. 12-4161 include its amendments.

Clyde means the City of Clyde, Texas.

Current Reservoir Yield means a Reservoir yield of 7,900 acre feet annually, calculated from time to time by the City’s consultants consistent with the methodology outlined in Exhibit A.

Current Storage Capacity means the useable authorized storage space in the Reservoir as estimated or surveyed from time to time by the Texas Water Development Board, or its successor agency, available to the Parties. As of the Effective Date, the Current Storage Capacity in the Reservoir is estimated to be 67,077 acre feet, which the Parties acknowledge is 90.69 percent of the Original Storage Capacity.

Diversion Facilities means all installations and facilities at the Diversion Point used to divert water from the Allocated Storage.

Diversion Point means a single point on the perimeter of the Reservoir where water is diverted from Allocated Storage for use as provided by this Storage Agreement.

Drought Contingency Plan means a strategy or combination of strategies for supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies, as defined by title 30, Section 288.1(6) of the Texas Administrative Code, as that rule may be amended from time to time.

Drought of Record means the period of time when historical records indicate that natural hydrological conditions would have provided the least amount of water supply.

One-Year Safe Yield means the quantity of water that can be withdrawn from a reservoir on an annual basis, using a monthly diversion pattern during a repeat of the drought of record, that results in a volume of storage remaining in the reservoir during the critical month equal to the amount of the annual diversion.

Original Storage Capacity means the storage capacity in the Reservoir as of March 11, 1949, which the Parties understand to have been 73,960 acre feet.

Reservoir means the water supply reservoir exclusively owned and controlled by Abilene that is known to the Parties as Lake Fort Phantom Hill, as permitted by Certificate of Adjudication No. 12-4161, as amended.

State Water Plan means the most recent state water plan adopted by the Texas Water Development Board under section 16.051 of the Texas Water Code, as that statute may be amended from time to time.

Water Conservation Plan means a strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water, as that term is defined at title 30, Section 288.1(24) of the Texas Administrative Code, as that rule may be amended from time to time.

WTU means the West Texas Utilities Company.

1949 Contract means that certain contract between the City of Abilene, Texas, and WTU, signed on March 11, 1949, granting permission to WTU to store no more than 6,500 acre feet of water in, and divert no more than 2,500 acre feet annually from, the Reservoir for the limited use of making water

available for steam power electric generation.

1969 Contract means the certain agreement made and entered into on the 23rd day of January, 1969, by and between the City of Abilene, Texas, and WTU, authorizing WTU to purchase water from Abilene to support the operation of a then newly proposed steam electric power station to be located adjacent to the Reservoir, and extending the obligations of the 1949 Contract, without change, until January 23, 2054.

Recitals

1. Abilene is the exclusive holder of Certificate of Adjudication No. 12-4161, which authorized Abilene to build, and authorizes Abilene to operate and maintain, the Reservoir. The Reservoir is a water supply development project that was constructed, fully financed, and is solely owned, operated, and maintained by Abilene.
2. Circa 1949, WTU owned approximately one thousand acres of land southeast of Abilene for the purpose of constructing what was then known as its proposed Upper Lytle Lake. Upper Lytle Lake would have been situated upstream of the Reservoir in the watershed of the Clear Fork of the Brazos River. WTU at that time owned Permit 1094, issued by the State Board of Water Engineers, authorizing it to construct Upper Lytle Lake, impound a maximum of 6,500 acre feet in the lake, and divert a maximum of 2,500 acre feet annually from the lake to supply water to meet its steam power electric generation needs at the time.
3. Following the completion of the Reservoir in 1938, Abilene granted permission to WTU, memorialized in the 1949 Contract, to use storage capacity in the Reservoir in lieu of the construction of Upper Lytle Lake. As part of the 1949 Contract, WTU agreed to pay Abilene throughout the term of the contract a service charge for storing WTU's water in, and for diverting water from, the Reservoir and delivering the water to a mutually agreed upon point near WTU's power plant in Abilene. WTU subsequently secured an amendment to Permit 1094 authorizing it to store and divert water in accordance with conditions and authorizations in the 1949 Contract. Permit 1094 was later adjudicated and reissued as Certificate of Adjudication No. 12-4151.
4. Abilene and WTU subsequently entered into the 1969 Contract, which authorized WTU to purchase water from Abilene for WTU's operation of a then-proposed steam electric power station to be located on the banks of the Reservoir. Abilene's authorization was memorialized by the Texas Water Commission in the form of Permit No. CP-411.
5. CP-411 is a contractual permit that authorizes WTU to use specified volumes of water permitted to Abilene for the limited purposes of steam power generation uses in the immediate vicinity of the Reservoir and at an electric power plant within Abilene's corporate boundaries. The Special Conditions of CP-411 expressly create no appropriative right to State water in excess of rights held by Abilene. By its own terms, and pursuant to title 30, section 297.14 of the Texas Administrative Code (relating to Contractual Permits), CP-411 expires upon the termination of the 1969 Contract. CP-411 has not been amended since it was granted by the Texas Water Commission on November 21, 1977.

6. In addition to making accommodations for limited additional uses of Abilene's water to support this new facility, the 1969 Contract extended the obligations of the 1949 Contract, without change, until January 23, 2054. The 1969 Contract did not allow any of the water diverted by WTU from the Reservoir, or any of the easements Abilene granted to WTU, to be used for any purpose other than for the support of the electric power generation plants identified in the 1949 Contract and the 1969 Contract.
7. Through a series of subsequent transactions, WTU and its assignees and purchasers for value assigned its interest in certain power plant facilities and properties to Joe Walraven and Mark Walraven, as assignees of Eagle Construction and Environmental Services, LP, later known as Eagle Supply & Manufacturing, L.P. (collectively "**Eagle**"). As part of the transactions, Eagle acquired Certificate of Adjudication No. 12-4151 and took assignment of the 1949 Contract and the 1969 Contract.
8. Clyde subsequently purchased Certificate of Adjudication No. 12-4151 from Eagle and consequently took assignment of the 1949 Contract and 1969 Contract. Clyde then obtained an amendment to Certificate of Adjudication No. 12-4151 authorizing an interbasin transfer of water to portions of the Colorado River Basin, and the use of the water for agricultural, municipal, industrial, and mining uses. Clyde's application for the amendment was a non-noticed application. The amendment is memorialized as the Amended Clyde Certificate.
9. While the state of Texas has authorized Clyde to store, and make certain uses of, state water pursuant to the terms and conditions of the Amended Clyde Certificate, the authorizations do not grant Clyde the necessary permission for Clyde to occupy storage space in the Reservoir. The 1949 Contract and the 1969 Contract continue to be the sole, limited basis for Clyde's permission to use the Reservoir for the storage and diversion of water authorized under the Amended Clyde Certificate. Accordingly, Clyde acknowledges that, absent Abilene's permission, Clyde has no entitlement to store water in or divert water from the Reservoir.
10. Over the course of time, the Reservoir has lost approximately 9.31 percent of its Original Storage Capacity due to sedimentation in the Reservoir. For this reason and other demonstrable hydrologic and climactic conditions, the Firm Yield of the Reservoir has declined substantially since the execution of the 1949 Contract. As a consequence, Abilene has implemented and will continue to implement strategies for the operation and management of the Reservoir that Abilene has determined will maximize the long-term reliability of this water resource during drought conditions. Today, Abilene uses a One- Year Safe Yield methodology for the Reservoir operational protocol and for determining the Current Reservoir Yield.
11. Because Abilene is providing storage for Certificate of Adjudication No. 12-4151 in the Reservoir by virtue of the 1949 Contract, Abilene has secured additional water supplies elsewhere to make up for the loss of Reservoir storage capacity. These additional water supplies have been, and continue to be, direct costs to Abilene attributed to the purchase and lease of additional water supplies to meet Abilene's current and future needs.
12. The Parties agree that without a new storage agreement, Clyde is restricted to use storage in the

Reservoir strictly for purposes enumerated in the 1949 Contract. Clyde wishes to use storage in the Reservoir for purposes authorized in the Amended Clyde Certificate and Abilene wishes to continue to make a portion of its valuable storage space in the Reservoir available to accommodate Clyde's needs, as identified in the Amended Clyde Certificate, in exchange for certain restrictions and conditions.

THEREFORE, for and in consideration of the mutual commitments provided for in this Storage Agreement, and other good and valuable consideration, the receipt and sufficiency the Parties acknowledge, the Parties agree to the following:

Article A – Storage and Diversion Authorization

1. Storage Allocation. For purposes of this Storage Agreement only, Abilene allocates 9.69 percent of the Current Storage Capacity in the Reservoir—or 6,500 acre feet, whichever is less—to accommodate the Reservoir storage made available to Clyde as described herein (the “**Allocated Storage**”).
2. Storage Authorization. At all times throughout the life of this Storage Agreement, Abilene will provide to Clyde, and authorizes Clyde to use, the Allocated Storage to impound State water authorized by the Amended Clyde Certificate. Notwithstanding any term or condition of the Amended Clyde Certificate to the contrary, however, water stored in the Allocated Storage will be used only for agricultural, municipal, and industrial uses, as needed to satisfy Clyde's present and future water demands.
3. Diversion Authorization. Clyde will only divert water stored in the Allocated Storage. Clyde will only make such diversions at the Diversion Point from the Diversion Facilities. Clyde may not request, and is not entitled to, the release of water through the outlet works of the Reservoir of any water held in the Allocated Storage. Clyde will not divert any volume of water from Allocated Storage that exceeds 22.2 percent of the Current Reservoir Yield. As of the Effective Date, 22.2 percent of the Current Reservoir Yield is 1,750 acre feet annually (the, “**Diversion Amount**”). Nothing in this Storage Agreement is intended to be a grant of any easement, right of way, or other assignment of any interest in property owned by Abilene, including any portion of the Allocated Storage.
4. Rights Reserved. Abilene maintains the exclusive right between the Parties to control and use all storage in the Reservoir, and to operate and maintain all Reservoir works and facilities, in accordance with authorized Reservoir purposes. Abilene similarly reserves the exclusive right to take any and all such measures as may be necessary in the operation of the Reservoir to preserve life and property, conserve water, and protect the operational fitness and structural integrity of the Reservoir, including the exclusive right to make downstream releases during

such periods of time as Abilene deems necessary, in its sole discretion, to inspect, maintain, operate, or repair the Reservoir.

5. Quality and Availability of Water. The Allocated Storage may be used to store only the water specifically authorized in the Amended Clyde Certificate. This Storage Agreement does not obligate Abilene to make available to Clyde, and it does not entitle Clyde to any receipt of, water other than water authorized in the Amended Clyde Certificate. Abilene makes no representations with respect to the quality or availability of water. Abilene assumes no responsibility for the quality of water Clyde stores in the Allocated Storage at any time. Clyde takes all water captured in the Allocated Storage as-is, with no expectation that any such water will be fit for any particular purpose.

Article B – Operations and Maintenance

1. Operations Protocol. At all times throughout the life of this Storage Agreement, Clyde's storage in, and uses of water diverted from, Allocated Storage will be restricted to what is provided by the terms of this Agreement—regardless of the terms and conditions of the Amended Clyde Certificate or any subsequent amendments to Certificate of Adjudication No. 12-4151.
2. Diversion Facilities Operation. All water diverted from Allocated Storage pursuant to the terms of this Storage Agreement will be diverted by Clyde using facilities owned and controlled by Clyde.
3. Measuring Devices. Abilene will install and maintain suitable meters or measuring devices for the measurement of water diverted from Allocated Storage (the “**Master Meter**”). Abilene will install and maintain suitable valve mechanisms to allow or prevent flow of Allocated Storage to Clyde in the event Clyde exceeds the Diversion Amount specified in Article A, paragraph 3 above (the “**Master Valve**”). Both Abilene and Clyde will have access to the Master Meter and related equipment and other appurtenances at reasonable times. Abilene will at all times keep a true record of all Master Meter readings. In the event Clyde exceeds the Diversion Amount, Clyde specifically agrees and authorizes Abilene to close the Master Valve for the remainder of the annual period (November 1st to October 31st). In the event Clyde exceeds the Diversion Amount, Abilene will provide Clyde 30 days written notice before closing the Master Valve.
4. Meter Calibration. Abilene will be solely responsible for operating, maintaining, testing, and calibrating the Master Meter and all related metering equipment. Abilene will test the Master Meter calibration, including all related metering equipment, as often as it considers necessary, but in no event less than once each calendar year. If the results of any calibration test indicate a measurement inaccuracy in excess of five percent, Abilene will correct its records that reflect the inaccuracy for a period extending back to the time such inaccuracy began, if such time is ascertainable. If the time the inaccuracy began is not ascertainable, then Abilene will correct its appropriate records for a period extending back one-half of the time elapsed since the last date of calibration, but in no event further back than a period of six months. Abilene will notify Clyde in writing before it conducts any accuracy testing of the Master Meter. Abilene will allow Clyde's representatives and agents to be present during the testing for observation.

5. Temporary Cessations. Clyde acknowledges that Abilene may be compelled to make necessary alterations of or repairs to the Reservoir storage facilities, or may otherwise be restrained by actions taken under the laws of the State of Texas, from time to time. Any suspension of Abilene's obligations under this Storage Agreement due to these or similar occurrences will not be cause for any claim of damage on the part of Clyde. In such cases, Abilene will give Clyde as much advance notice as may be practicable of the suspension of services to Clyde and the estimated duration the suspension.

Article C – Contract Term

1. Initial Term. Unless extended pursuant to this article, this Storage Agreement will terminate on October 31, 2061.
2. Automatic Renewals. Notwithstanding Article C.1., this Storage Agreement will automatically renew for successive terms of 20 years unless any Party notifies the other in writing of its intent to allow the Storage Agreement to expire at the conclusion of the initial or any subsequent term. The written notice must be received no earlier than the beginning of three years prior to the scheduled termination date and no later than the end of two years before the scheduled termination date. Upon timely receipt of the written notice described in this section, the Storage Agreement will terminate on the then-scheduled termination date.

Article D – Default and Early Termination

1. Termination by Mutual Consent. This Storage Agreement may be terminated in whole or in part by the mutual consent evidenced in writing by Abilene and Clyde. In the event of termination by such consent, all rights, powers, and privileges of Abilene and Clyde will cease and terminate without necessity of further action. Neither Abilene nor Clyde will make any claim of any kind whatsoever against the other Party, its officers, agents, representatives, and employees, by reason of a termination by mutual consent or any act incident thereto. The provisions of this section survive termination of this Agreement.
2. Default by Clyde. If Clyde is in default of any provision of this Storage Agreement, Abilene will give Clyde timely written notice of the default. Clyde will cure the default before the expiration of 30 days after the receipt of written notification from Abilene of the default. If the default cannot be cured within the 30-day period, and if Clyde has commenced action to cure the default and is diligently pursuing a cure, then the 30-day cure period will be extended for an additional 45 days beginning on the expiration of the 30-day period. If Clyde fails to cure the default by the expiration of the 30-day cure period, or the 45-day extension, as applicable, then Clyde's right to divert and use water in the Allocated Storage will be temporarily suspended. Abilene will advise Clyde in writing immediately upon acceptance of the cure of any default, and such acceptance shall not be unreasonably withheld or delayed. Clyde is obligated to pay all amounts due and owed to Abilene during the time Clyde is in default and during which time this Storage Agreement is in effect.

- a. If Clyde remains in default for a continuous 180 days from the date of suspension, Abilene may, upon written notice to Clyde, immediately terminate this Storage Agreement and pursue any claims Abilene may have against Clyde at law or in equity.
 - b. If Abilene terminates this Storage Agreement, Clyde shall nonetheless pay Abilene for all sums due and owed prior and up to the termination of this Storage Agreement. The provisions of this subsection survive termination of this Storage Agreement.
 - c. In the event of termination of this Storage Agreement under this Article D.2., all of Clyde's rights, powers, and privileges immediately cease and terminate. Clyde will make and have no claim of any kind whatsoever against Abilene, its officers, agents, representatives, or employees, by reason of such termination or any act attributed to them, provided such termination was made in accordance with the terms of this Storage Agreement. The provisions of this subsection survive termination of this Storage Agreement.
3. Default by Abilene. If Abilene is in default, Clyde will give Abilene timely written notice of the default. Abilene will cure the default before the expiration of 30 days after the receipt of written notification from Clyde of the default. If the default cannot be cured within the 30-day period, and if Abilene has commenced action to cure the default and is diligently pursuing a cure, then the 30-day cure period will be extended accordingly for an additional 45 days beginning on the expiration of the 30-day period. If Abilene fails to cure the default by the expiration of the 30-day cure period, or the 45-day extension, as applicable, then Abilene's right to receive payment will be temporarily suspended. Clyde will advise Abilene in writing immediately upon acceptance of the cure of any default, and such acceptance shall not be unreasonably withheld or delayed. In no event shall Abilene be liable to Clyde for any special, indirect, incidental, consequential, or punitive damages.
 4. Other Basis for Termination. In addition to any other right Abilene may have in law or in equity, Abilene has the right in its discretion to terminate this Storage Agreement before the expiration of the term if Clyde has not paid, so that Abilene has received, all amounts due and owed to Abilene within six months of the date any amount owed is due.

Article E – Payment

1. Annual Storage Service Charge. On the Effective Date, and each anniversary of the Effective Date throughout the life of this Storage Agreement, Clyde will pay Abilene an Annual Storage Service Charge of \$36,000 for the right to use the Allocated Storage to store water authorized by the Amended Clyde Certificate for agricultural, municipal, and industrial water supply purposes. If the Storage Agreement terminates before the end of the applicable term, Clyde will pay Abilene within 30 days of termination the total of the Annual Storage Service Charge divided by 365, then multiplied by the number of elapsed days in the then-current calendar year up to and including the termination date. This provision survives termination of the Storage Agreement.

2. Adjustments. On the fifth anniversary of the Effective Date, and each fifth year thereafter, the Annual Storage Service Charge due and owing to Abilene will be automatically adjusted by multiplying the amount due by the percentage increase from the Effective Date or the most recent fifth year interval of the Consumer Price Index—All Urban Consumers, as published by the U.S. Bureau of Labor Statistics.
3. Payments Non-Refundable. No payments required by this Storage Agreement are refundable.
4. Delinquent Payments. Any delinquent payment owed by Clyde shall be charged interest at the Current Value of Funds Rate as determined by the United States Secretary of the Treasury that is applicable on the date that the payment became delinquent. This provision shall not be construed as giving Clyde a choice of either making payments when due or paying interest, nor shall it be construed as waiving any other rights of Abilene, at law or in equity, that might result from any default by Clyde. If Clyde makes a partial payment, Abilene will apply the amount first to the penalty charges, second to any administrative charges, third to the accrued interest, and finally to the overdue payment.
5. Operating Expenses. Clyde represents and covenants that all payments to be made hereunder by it will constitute reasonable and necessary operating expenses of Clyde's waterworks system as defined in Section 1502.056 Texas Government Code, for all purposes. Abilene does not have the right to demand payment by Clyde of any obligations assumed by Clyde or imposed on Clyde under and by virtue of this Storage Agreement from funds raised or to be raised by taxes levied by Clyde. Clyde's obligations under this Storage Agreement are not intended to be, and will not be construed to be, a debt of Clyde of such kind as to require it under the law of this State to levy and collect a tax to discharge such obligation, it being expressly understood by the Parties that all payments due by Clyde are to be made from water revenues received by Clyde. Clyde's performance obligations in this Storage Agreement are necessary for the transmission and distribution of its retail and wholesale water service.

Article F – No Warranties; Limitations of Liability

1. Waiver of Abilene Liability. To the extent allowed by law, Clyde does and will hold and save Abilene, including its officers, agents, representatives, and employees, harmless from liability of any nature or kind for or on account of any claim for damages which may be filed or asserted as a result of storage in or diversions from the Allocated Storage.
2. Disclaimer of Warranties. Abilene makes no warranty or representation, implied or express, and disclaims any implied or express warranty, that:
 - a. the Allocated Storage is fit for any purpose;
 - b. water in the Reservoir, including in Allocated Storage, is or will be available in sufficient or desired quantities to be fit for any purpose;
 - c. water in the Reservoir, including in Allocated Storage, is or will be of sufficient or desired quality to be fit for any purpose; and

- d. any rights, licenses, or authorizations Abilene grants in this Storage Agreement are authorized by or comply with any applicable federal or state statute or rule, or local law, rule, or ordinance.
- 3. Acknowledgment of Disclaimers. Clyde acknowledges the disclaimers of warranty in this Storage Agreement and freely accepts each of the licenses, authorizations, rights, prohibitions, and obligations provided for under the Storage Agreement as-is. All costs, expenses, and damages that Clyde incurs or causes while acting under this Storage Agreement will be borne by Clyde and Clyde alone.

Article G – Limitations of Rights and Use

- 1. Not a Water Right. Clyde acknowledges that Abilene is the exclusive owner of the Reservoir, including all of the Allocated Storage, and that nothing in this Storage Agreement grants Clyde any title whatsoever to any portion of:
 - a. the Allocated Storage;
 - b. the Reservoir;
 - c. Certificate of Adjudication No. 12-4161, or any of its amendments;
 - d. any other water right held by Abilene; or
 - e. any source of water supply developed by Abilene, purchased by Abilene, or sold by Abilene, for any use or purpose.
- 2. No Water Rights Created. Clyde acknowledges that Abilene has other permits and rights to impound and appropriate water in the Reservoir and other reservoirs, and that this Storage Agreement does not alter or affect any of these rights or any use of such other water, and does not create any right of priority or superiority over any other permits or rights owned or controlled by Abilene. The Parties do not intend for this Storage Agreement to create, and the Parties agree that this Storage Agreement does not create, any water right or right to purchase or sale any treated or untreated water. The Parties do not intend for anything in this Storage Agreement to serve as the basis for issuance of a contractual permit, or any similar or regulatorily equivalent authorization. Nothing in this Storage Agreement conveys any interest to Clyde in any additional sources of water developed by Abilene, including, by means of example only and not limited to, water developed from Abilene's Clear Fork scalping project, Deadman Creek scalping project, and indirect reuse projects. CP-411 expires upon the termination of the 1969 Contract.
- 3. Limited Consent. This Storage Agreement is intended to serve as the conditions and limitations of Abilene's consent for Clyde to use the Allocated Storage, as required by title 30, Section 295.12 of the Texas Administrative Code. The Parties intend for each such condition

and limitation to be strictly construed to interpret Abilene's consent in the narrowest fashion that still gives meaning to the provisions of this Storage Agreement.

4. Use Restriction. Clyde agrees that all water stored in the Allocated Storage will be diverted and used only to serve its existing retail and wholesale water customers, except that Clyde may use or allow to be used water stored in the Allocated Storage to serve additional agricultural, municipal, and industrial customers only if:
 - a. the customers are not Abilene's existing customers and are not:
 - i. within Abilene's extraterritorial jurisdiction, as that extraterritorial jurisdiction expands over time; and
 - ii. within Abilene's certificated service area, as identified in Abilene's water service certificate of convenience and necessity, as that certificated service area changes over time;
 - b. Clyde does not increase any level of service to a customer jointly served by Abilene and Clyde if the increased level of service results in a decrease of Abilene's service rights to the jointly served customer; and
 - c. the demands of the customer are reflected as a water supply demand for Clyde in the most recent State Water Plan, as it may be amended, or the equivalent state or regional water planning guideline.
5. Changes to Use Restrictions. The use restrictions specified in paragraph 4 of this Article may be modified with the prior written consent of Abilene. Abilene's consent will be made in Abilene's sole, exclusive discretion only.
6. No Mining Uses. Irrespective of any terms or conditions of the Amended Clyde Certificate to the contrary, Clyde will not use or allow to be used any water stored in or diverted from the Allocated Storage for mining uses or any other uses associated with the exploration, production, or disposal of petroleum hydrocarbons.

Article H – Environmental and Regulatory Commitments

1. Regulation of and Right to Use of Water. Clyde bears sole responsibility and liability for meeting all federal, state, and local requirements for the storage of water in, diversions of water from, and uses of water in the Allocated Storage. Clyde has the full responsibility to acquire in accordance with State laws and regulations, and, if necessary, to establish or defend, any and all rights of way and easements Clyde needs to make use of the Allocated Storage. Abilene is not responsible for diversions by others, nor will Abilene become a party to any controversies involving Clyde's use of the Allocated Storage except as such controversies may affect Abilene's operations of the Reservoir.

2. Filing Evidence of Consent. Clyde will file this Storage Agreement with the Texas Commission on Environmental Quality, pursuant to title 30, section 297.22 of the Texas Administrative Code, within 15 days of execution of this agreement. Clyde will concurrently provide a courtesy copy of the filing with Abilene.
3. Water Conservation and Drought Contingency. Clyde will adopt, and at all times maintain and implement a Water Conservation Plan and Drought Contingency Plan for the storage and use of all water stored in the Allocated Storage. Clyde's Water Conservation Plan and Drought Contingency Plan will at all times be at least as restrictive as plans adopted by Abilene.
 - a. Within 15 days of Abilene's passage of any amendment to its Water Conservation Plan or Drought Contingency Plan, Abilene will submit the amended plan to Clyde. Within 30 days of receipt of any of Abilene's amended plans, Clyde will adopt all necessary amendments to its Water Conservation Plan and Drought Contingency Plan so that each plan remains at least as restrictive as those of Abilene's.
 - b. When conditions are such that prompt Abilene to initiate water conservation measures specified in its Water Conservation Plan or Drought Contingency Plan, Abilene will notify Clyde in writing of the initiation of the measures as well as any modifications or rescission of such measures. Within 15 days of receipt of Abilene's notice, Clyde will implement, and thereafter will at all times maintain, the same or more restrictive water conservation measures as those implemented by Abilene.
 - c. Clyde's failure to satisfy this provision constitutes a material breach of this Storage Agreement.
4. Clyde remains solely responsible for filing and seeking any required reviews or approvals for its Water Conservation Plan and Drought Contingency Plan from the Texas Commission on Environmental Quality or its successor agency.

Article I – Force Majeure

1. Force Majeure. The term “***Force Majeure***” as it is used in this Storage Agreement means acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, orders or actions of any kind of the government of the United States or of the State of Texas, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, droughts, contamination of water supplies, arrests, restraints of government and people, civil disturbances, explosions, breakage or accident to dams, machinery, pipelines, or canals or other structures or machinery, partial or entire failure of water supply and inability on the part of Abilene to maintain the structural integrity of the Reservoir or otherwise meet its management and operational capabilities required of it by this Storage Agreement, or of Clyde to receive water, on account of any occurrence of unforeseen circumstances beyond the reasonable control of the Party claiming such inability and without such Party's negligence, fault, or intentional misconduct. Clyde's inability to pay the Annual Service Charge is not a basis for Force Majeure.

2. Notice. If either Party is unable to carry out its obligations under this Storage Agreement because of Force Majeure, then the obligations are suspended during the continuance of the asserted inability, but for no longer period, if the Party notifies the other in writing, within 10 calendar days of the Force Majeure, describing the inability and why it interferes with the notifying Party's obligations. The claiming Party shall endeavor to remove or overcome such inability with all reasonable dispatch.
3. Strikes and Lockouts. The settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty. The above requirement that any Force Majeure shall be remedied with all reasonable dispatch does not require the settlement of strikes and lockouts by acceding to the demands of the opposing parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty. No failure of Abilene to meet any obligation by reason of Force Majeure relieves Clyde of its obligations to make any payments required of it in Article E.
4. No damages recoverable. Clyde is not entitled to the recovery of any damages from Abilene by reason of the lack of storage capacity in the Reservoir or the ability to make diversions from the Diversion Facilities on account of Force Majeure.

Article J – Entire Agreement

1. No Extraneous Agreements. This Storage Agreement constitute the entire agreement and understanding between the Parties. It supersedes all prior negotiations, representations, undertakings, whether written or oral.
2. Prior Contracts Terminated. The 1949 Contract and 1969 Contract are hereby terminated by mutual volition of the Parties, are void, and are otherwise no longer of any force or effect as of the Effective Date. Each Party acknowledges that CP-411 expires on the Effective Date.
3. Written Modifications Required. No provision of this Storage Agreement may be changed, modified, waived, or discharged orally, and no change, modification, waiver, or amendment of any provision will be effective except by separate written instrument approved by each Party and fully executed.
4. Notice to Commission. Within 10 days of the Effective Date, Abilene will submit notice to the Texas Commission on Environmental Quality that the Parties have terminated the 1949 Contract and the 1969 Contract, and that the Parties revoke, retire, and consider void any prior contractual rights recognized pursuant to section 297.14 of the Texas Administrative Code or other applicable provision.

Article K – Notices

1. Storage Agreement Notices. Any notice, request, or demand provided for in this Storage Agreement must be in writing and must be considered to have been duly delivered when sent by email, registered mail, or certified mail to the addresses set forth below. Invoices submitted by Abilene to Clyde may also be sent by email to the email address set forth below.

2. Any notice to Abilene:

City of Abilene
Attn: City Manager
555 Walnut Street
Abilene, Texas 79604
(325) 676-6201
robert.hanna@abilenetx.gov

3. Any notice to Clyde:

City of Clyde
Attn: City Administrator
222 Oak Street
Clyde, Texas 79510
(325) 893-4234
cmcguire@clyde-tx.gov

4. Change of Contact Information. Either Party may change the address or other contact information for notice to it by giving notice of such change in accordance with the provisions of this section.

Article L – Miscellaneous Conditions

1. No Third-Party Beneficiaries. This Storage Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns only. Except as otherwise provided herein, nothing in this Storage Agreement, express or implied, confers any rights or remedies on any person or entity that is not a Party.
2. Assignment. Neither this Storage Agreement, nor any rights Clyde acquires herein, may be transferred or assigned without the prior written consent of Abilene, which consent will remain in the full discretion of Abilene. Clyde will not sublet the Allocated Storage or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this Storage Agreement, without a written amendment to this Storage Agreement.
3. Waiver. No failure on the part of either Party to this Storage Agreement to require the performance by the other Party of any provision of this Storage Agreement will in any way affect either Party's right to enforce such provision, nor will any waiver by either Party be taken or held to be a waiver of the same or any other provision. Failure on the part of a Party to complain of any act of any Party or to declare any Party in default, irrespective of how long such failure continues, will not constitute a waiver by such Party of its rights hereunder. No rights under this Storage Agreement may be waived except by separate written agreement executed by an authorized representative of each Party.

4. Counterparts. This Storage Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
5. Covenant of Good Faith and Fair Dealings. Abilene and Clyde agree to cooperate and to deal with one another fairly and in good faith at all times to effectuate the purposes and intent of this Storage Agreement. The Parties also agree to execute and deliver such further legal documents or instruments and to perform such further acts as are reasonably necessary to effectuate the purposes and intent of this Storage Agreement.
6. Severability. If any of the provisions of this Storage Agreement contravene or are held invalid under the laws of the United States or the State of Texas, such invalid provision shall not invalidate the entire Storage Agreement, and the Storage Agreement shall be construed as though not containing that particular provision, with the rights and obligations of the Parties to be construed and in force accordingly.
7. Place of Performance. This Storage Agreement is executed and fully performable in Jones County, Texas.
8. No Joint Venture. Nothing in this Storage Agreement constitutes or deems the Parties to be agents of one another, partners, or joint ventures. This Storage Agreement does not create any relationship of principal and agent, or master and servant, between the Parties, nor any other form of legal association which would impose liability upon one Party for any act or failure to act by the other Party.
9. Remedies Cumulative. The remedies provided for in this Storage Agreement are not exclusive, and all other remedies at law or in equity may be availed of by either Party, including by injunction and specific performance. The remedies provided for in this Storage Agreement are cumulative except as otherwise provided herein. To the extent permitted by law, neither Party shall be liable to the other for special, consequential, incidental, punitive, exemplary, or indirect damages, or lost profits, whether arising in agreement, tort, strict liability, or otherwise.
10. Calculation of Days. The Parties intend for all references to “day” or “days” in this agreement to be interpreted as calendar days.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties, acting under authority of their respective governing bodies, have caused this Storage Agreement to be duly executed as follows:

CITY OF ABILENE

By: _____ Date: _____

Robert Hanna
City Manager

ATTEST:

NAME: _____

TITLE: _____

CITY OF CLYDE

By: _____ Date: _____

NAME: _____

TITLE: _____

ATTEST:

NAME: _____

TITLE: _____

EXHIBIT A

WATER STORAGE SERVICES AGREEMENT BETWEEN

THE CITY OF ABILENE, TEXAS
AND
THE CITY OF CLYDE, TEXAS

AUTHORIZING THE USE OF STORAGE CAPACITY IN LAKE FORT PHANTOM HILL

The Current Reservoir Yield as determined by Abilene's consultants uses the following methodology. Future calculated Current Reservoir Yield shall use a methodology consistent with the concepts outlined below, recognizing that additional data will become available, and analysis techniques will continue to change and evolve.

The One-Year Safe Yield of the Reservoir modeled as a single reservoir with multiple authorizations including the City's portion (CA4161) and Clyde's portion (CA4151) results in a Current Reservoir Yield 7,900 acre feet annually as of the Effective Date. This modeling included the following assumptions:

- Current Storage Capacity of 67,077 acre feet;
- CA4151 and CA4161 modeled at authorized priority dates;
- Possum Kingdom Reservoir water rights (CA5155) subordinated to CA4161, CA4139, and CA4165;
- Impoundment of water in Reservoir from Clear Fork Scalping (CA4139) and Deadman Creek Scalping (CA4165); and,
- No impoundment of water in Reservoir from any of City's reuse authorizations.

The City's consultants used a version of the Brazos G Mini-WAM to determine the Current Reservoir Yield and the One-Year Safe Yield available from Clyde's storage allocation of 6,500 acre feet. This version of the Brazos G Mini-WAM was used in the development of supply values for the USACE 404 permit application purpose and need document for the Cedar Ridge Reservoir project and includes a period of record of January 1940 to July 2016.

To determine the percentage of the Current Reservoir Yield available to Clyde for diversion from its allocated storage, the City's consultants calculated the One-Year Safe Yield of the Clyde storage allocation to be 1,750 acre feet annually. This modeling included the following assumptions:

- Clyde authorized storage modeled as a stand-alone reservoir at CA4151 priority date and authorized storage of 6,500 acre feet.
- No impoundment of water in Clyde authorized storage from Clear Fork Scalping (CA4139), Deadman Creek Scalping (CA4165), or any of City's reuse authorizations.

The One-Year Safe Yield of the Clyde storage allocation, using the Brazos G Mini-WAM used during the 404 permitting process and assumption stated above, is 22.2% of the Current Reservoir Yield when modeled as outlined above.

The City may direct its consultants to update the Current Reservoir Yield to account for changes in Current Storage Capacity and/or hydrologic conditions. The authorized diversion from the Clyde authorized storage will be updated by multiplying the Current Reservoir Yield by 22.2%.

Approve Water Storage Services Agreement with the City of Clyde





**City Council
Agenda Memo**

City Council Meeting Date: 10/28/2021

TO: Honorable Mayor and City Council Members

FROM: Robert Hanna, City Manager

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Interlocal Agreement with the City of Clyde, Texas, regarding the Extra Territorial Jurisdiction (ETJ) boundary line and Release of a portion of Abilene's ETJ (Robert Hanna)

GENERAL INFORMATION

The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act. Abilene's extraterritorial jurisdiction (ETJ) extends five miles from its corporate limits, while Clyde's extraterritorial jurisdiction (ETJ) extends one-half mile from its boundaries, pursuant to Section 42.021(a) of the Texas Local Government Code.

Section 42.023 of the Texas Local Government Code authorizes a city to reduce its extraterritorial jurisdiction (ETJ) by ordinance or resolution, and Section 42.022 of the Texas Local Government Code provides that a city may annex into the extraterritorial jurisdiction (ETJ) of another city if an agreement between the cities is in place on or before the date of the annexation.

Abilene and Clyde have negotiated an agreement that Abilene will release a portion of its extraterritorial jurisdiction (ETJ) to allow Clyde to annex into that area. The portion of Abilene's ETJ that it is releasing lies on the edge of Abilene's ETJ, and is not a area of land that Abilene is able to annex into the Abilene city limits.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to enter into an Interlocal Agreement with the City of Clyde, Texas regarding the Extra Territorial Jurisdictions (ETJ), and

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2021 Resolution Clyde Interlocal Agreement Release ETJ
2. ETJ Interlocal Agreement Abilene final 20211018.docx
3. ETJ Exhibit A (14)
4. Approve ETJ Interlocal Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE RELEASE OF A PORTION OF ABILENE'S
EXTRATERRITORIAL JURISDICTION AND AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF CLYDE,
TEXAS TO ALLOW THE CITY OF CLYDE TO ANNEX THE RELEASED ETJ**

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.; and

WHEREAS, the City of Abilene's extraterritorial jurisdiction (ETJ) extends five miles from its corporate limits, while Clyde's extraterritorial jurisdiction (ETJ) extends one-half mile from its boundaries, pursuant to Section 42.021(a) of the Texas Local Government Code; and

WHEREAS, Section 42.023 of the Texas Local Government Code authorizes a city to reduce its extraterritorial jurisdiction (ETJ) by ordinance or resolution, and Section 42.022 of the Texas Local Government Code provides that a city may annex into the extraterritorial jurisdiction (ETJ) of another city if an agreement between the cities is in place on or before the date of the annexation; and

WHEREAS, Abilene and Clyde have negotiated an agreement that Abilene will release a portion of its extraterritorial jurisdiction (ETJ) to allow Clyde to annex into that area; and

WHEREAS, the City of Abilene hereby reduces a portion of its extraterritorial jurisdiction being 308.14 acres out of Section 31, Block 8, S.P.R.R. Company Surveys and Section 37, B.B.B. & C. RR. Company Surveys, Callahan County, Texas.

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

Part 1: That the City Council, pursuant to Section 42.022 of the Texas Local Government Code, hereby authorizes the City Manager to enter into an Interlocal Agreement with the City of Clyde, Texas regarding the release of a portion of Abilene's extraterritorial jurisdiction (ETJ) to allow Clyde to annex into that area.

Part 2: That the City Council, pursuant to Section 42.023 of the Texas Local Government Code, hereby reduces the following portion of its extraterritorial jurisdiction:

Being 308.14 acres out of Section 31, Block 8, S.P.R.R. Company Surveys and Section 37, B.B.B. & C. RR. Company Surveys, Callahan County, Texas, said 308.14 acres being all of that same property described as 308.096 acres, more or less, in Volume 14, Page 736, Official Public Records, Callahan County, Texas.

Part 3: That this Resolution becomes effective immediately upon adoption.

ADOPTED this 28th day of October, 2021.

ATTEST:

Shawna Atkinson
City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

INTERLOCAL AGREEMENT
FOR THE ALLOCATION OF EXTRATERRITORIAL JURISDICTION

This Interlocal Agreement is executed by and between the City of Abilene, a Texas home-rule municipality, and the City of Clyde, Texas, a General Law Type A municipality organized and operating pursuant to Title 2 of the Texas Local Government Code to be effective on November 1, 2021 (the “Effective Date”). The City of Abilene and the City of Clyde are each referred to in this Interlocal Agreement as a “Party” and collectively as “Parties”.

Recitals

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act;

WHEREAS, Abilene’s extraterritorial jurisdiction extends five miles from its corporate limits, while Clyde’s extraterritorial jurisdiction extends one-half mile from its boundaries, pursuant to Section 42.021(a) of the Texas Local Government Code;

WHEREAS, Section 42.023 of the Texas Local Government Code authorizes a city to reduce its extraterritorial jurisdiction by ordinance or resolution;

WHEREAS, Section 42.022 of the Texas Local Government Code provides that a city may annex into the extraterritorial jurisdiction of another city if an agreement between the cities is in place on or before the date of the annexation;

WHEREAS, Abilene and Clyde have agreed that Abilene will release a portion of its extraterritorial jurisdiction to allow Clyde to annex into that area; and

WHEREAS, the Parties have each submitted to their respective governing bodies a resolution approving this Interlocal Agreement.

NOW, THEREFORE, this Interlocal Agreement is made and entered into by Abilene and Clyde, upon and for the mutual consideration hereinafter stated, which entities hereby agree and understand as follows:

Article One – Representations/Consideration

1.1 Representations.

(a) The Parties believe that the Recitals set forth above are true and correct in all material respects and are hereby incorporated into the body of this Interlocal Agreement as though fully set forth in their entirety herein.

(b) Each Party acknowledges and agrees that it has the requisite power and authority to enter into this Interlocal Agreement; that this Interlocal Agreement has been duly authorized and approved by its governing body; and that the person executing the Interlocal Agreement on its behalf has been duly authorized to do so.

1.2 Consideration. The Parties acknowledge and agree that the obligations, rights, and benefits provided herein are mutual and supported by adequate consideration described in this Agreement.

Article Two – Subject Property

2.1 The property to be released from Abilene’s extraterritorial jurisdiction and annexed by Clyde is as depicted in the attached **Exhibit “A”** (the “Property”).

Article Three – Exchange of Extraterritorial Jurisdiction

3.1 Reduction of Extraterritorial Jurisdiction. Abilene hereby releases the Property from Abilene’s extraterritorial jurisdiction to allow the Property to be included in Clyde’s extraterritorial jurisdiction.

3.2 Acceptance of Extraterritorial Jurisdiction. Clyde hereby accepts the Property into its extraterritorial jurisdiction as of the Effective Date.

3.3 Services. Clyde will provide standard city services to the Property as those services are available. This includes, but is not limited to, provision of water to the Property. Abilene consents to Clyde’s provision of services, including provision of water, to the Property at any time after the Effective Date.

3.4 Boundaries. The Parties agree that Clyde’s City limits shall not be extended west or north of the Property. Clyde’s annexation of the Property shall not extend its extraterritorial jurisdiction either west or north of the Property. Nothing in this Section 3.4 shall prohibit the Parties from entering into a future agreement to expand Clyde’s City limits or extraterritorial jurisdiction.

Article Four – General Provisions

4.1 Default. In the event of a breach of this Interlocal Agreement by either Party, the other Party may pursue only injunctive relief or specific performance through declaratory judgment. The Parties waive and release all other remedies.

4.2 Additional Documents. The Parties agree to cooperate fully and in good faith to execute any and all supplementary documents and to take all actions which are necessary to give full force and effect to the basic terms of this Interlocal Agreement.

4.3 Relationship of Parties. The Parties understand and agree that each Party is performing obligations required by this Interlocal Agreement as an independent entity and that the execution of this Interlocal Agreement shall not be construed as creating a joint venture or agency relationship by

or among the Parties. Each Party hereto is an independent governmental entity acting pursuant to the state laws regulating its conduct, and by execution of this Interlocal Agreement, the Parties make no representations regarding the validity of the actions taken by the other Party.

4.4 Third-Party Beneficiaries. Nothing in this Interlocal Agreement shall be construed to create any right in any third party not a signatory to this Interlocal Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Interlocal Agreement.

4.5 Immunity. Nothing in this Interlocal Agreement shall be deemed a waiver of the governmental, sovereign, or official immunity afforded by law to the Parties, either individually or collectively. The Parties stipulate that this Interlocal Agreement is not subject to the terms of Local Government Code Chapter 271, Subchapter I.

4.6 Notices. All written notices required under this Interlocal Agreement must be in writing and must be considered to have been duly delivered when sent by email, registered mail, or certified mail to the addresses set forth below.

To Abilene: City of Abilene
 Attn: City Manager
 555 Walnut Street
 Abilene, Texas 79604
 robert.hanna@abilenetx.gov

To Clyde: City of Clyde
 Attn: City Administrator
 222 Oak Street
 Clyde, Texas 79510
 cmcguire@clyde-tx.gov

Either Party may change the address or other contact information for notice to it by giving notice of such change in accordance with this Section.

4.7 Waiver of Breach. Forbearance or waiver of one or more instances of breach of this Interlocal Agreement by any party shall not constitute a continuing forbearance or a waiver of any subsequent breach of this Interlocal Agreement.

4.8 Applicable Law. This Interlocal Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and exclusive venue shall lie in Callahan County, Texas.

4.9 Severability. In case any section, article, paragraph, provision, sentence, clause, phrase, or word contained in this Interlocal Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Interlocal Agreement, and this Interlocal Agreement shall be construed as if the invalid, illegal, or unenforceable provision had not been included in this Interlocal Agreement.

4.10 No Extraneous Agreements. This Interlocal Agreement constitutes the entire agreement and understanding between the Parties. It supersedes all prior negotiations, representations, undertakings, whether written or oral.

4.11 Amendment. No amendment, modification, or alteration of the terms of this Interlocal Agreement shall be binding unless it is in writing, dated subsequent to the Effective Date, and duly approved and executed by the authorized representative of each Party.

4.12 Counterparts. This Interlocal Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

CITY OF ABILENE

By: _____
Robert Hanna, City Manager

Date: _____

ATTEST:

Name: _____
Title: _____

CITY OF CLYDE

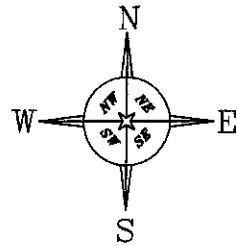
By: _____
Christopher McGuire, City Administrator

Date: _____

ATTEST:

Name: _____
Title: _____

Exhibit "A"



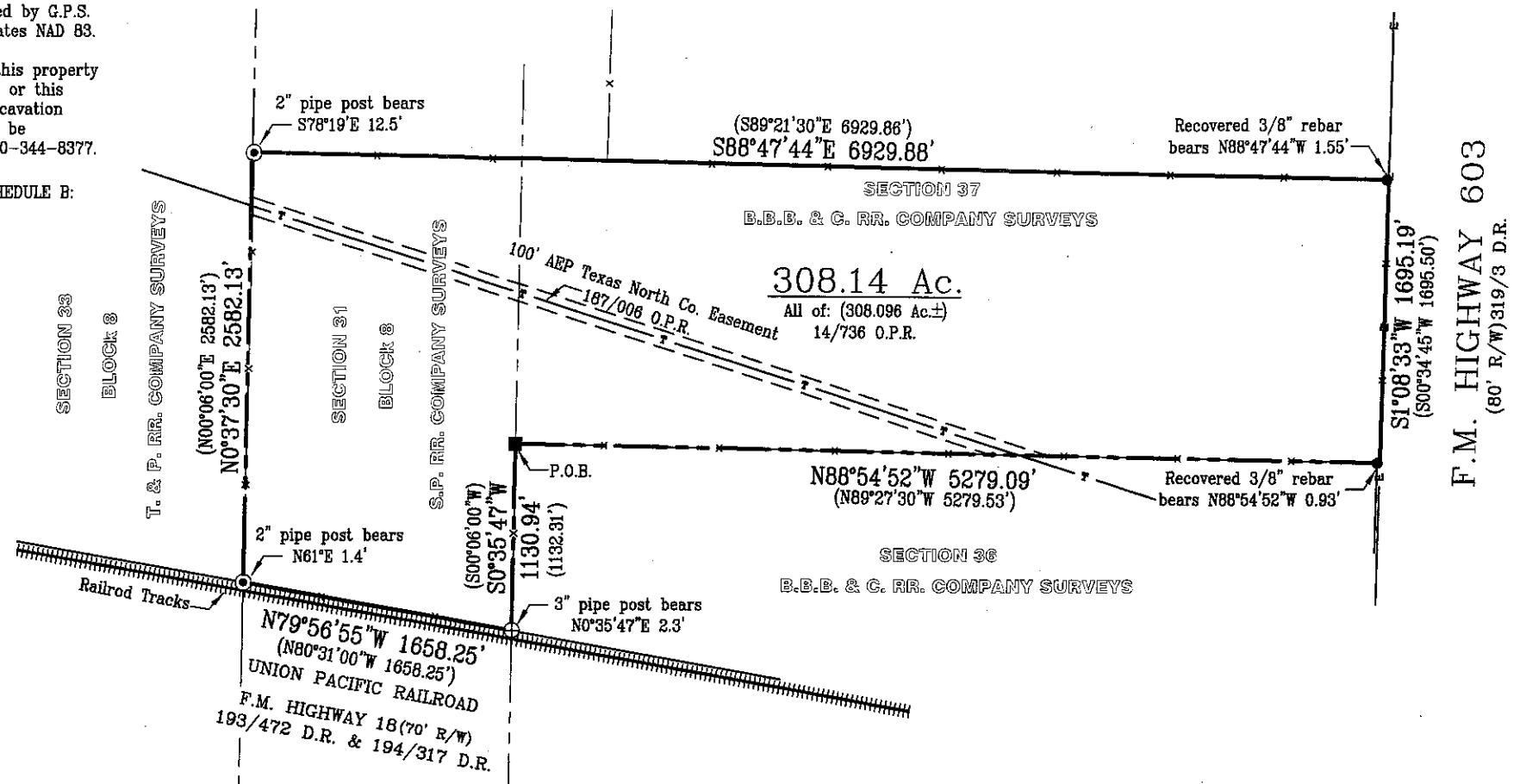
NOTE: Bearings shown hereon were determined by G.P.S. observations using TXNC State Plane Coordinates NAD 83.

NOTE: There may be easements on or near this property which are not reflected by title commitment or this survey plat. At least 48 hours before any excavation type work is done, proper authorities should be contacted. One resource is DIG TESS at 1-800-344-8377.

EASEMENT NOTES FROM TITLE COMMITMENT SCHEDULE B:
10.h. highway deeds, shown hereon
10.i. is a blanket easement.
10.j. is a blanket easement.
10.k. subject to, shown hereon.
10.l. is a blanket easement.

Legend

- = Found 3/8" rebar
- = Found Concrete Monument
- ⊙ = Existing 2" Pipe Fence Corner Post
- ⊕ = Existing 3" Pipe Fence Corner Post
- x- = Fence
- () = Recorded Call
- R/W = Right of Way
- ± = More or Less
- P.O.B. = Place of Beginning
- Ac. = Acres
- O.P.R. = Official Public Records
- D.R. = Deed Records



Survey Prepared for:
Cary Clark and
Richard Lemay
GF No. ABL2109771

I hereby certify to Cary Clark, Richard Lemay and Security Title Company, the above to be a correct plat of 308.14 acres out of Section 31, Block 8, S.P.R.R. Company Surveys and Section 37, B.B.B. & C. RR. Company Surveys, Callahan County, Texas, said 308.14 acres being all of that same property described as 308.096 acres, more or less, in Volume 14, Page 736, Official Public Records, Callahan County, Texas and being more particularly described by attached field notes.

SEE ATTACHED FIELD NOTES.

Surveyed on the ground June 15, 2021.

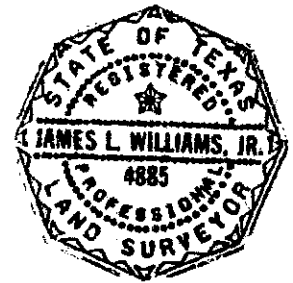
There are no visible or apparent protrusions or overlapping of improvements upon or off this property other than shown. (Fences are not entirely upon property lines.)

GEOTEX PROPERTY SOLUTIONS
209 S. Pioneer Drive, Suite 2
Abilene, Texas 79605
325-677-6712
Firm Registration No. 10194134

File No: 86-01-21
File Name: Clark 308.14 Acre Tract
Location: D:\CALLAHAN\2021\Clark Tract
Geotex Property Solutions Drawn by:
© 2021 All Rights Reserved RL

0 1000 2000
SCALE IN FEET
Scale: 1"= 1000'

James L. Williams, Jr.
James L. Williams, Jr.
RPLS #4885



Approve Interlocal Agreement with the City of Clyde regarding the ETJ





**City Council
Agenda Memo**

City Council Meeting Date: 10/28/2021

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Texas Attorney General Global Opioid Settlement Agreement (*Stanley Smith*)

GENERAL INFORMATION

The State of Texas, along with many other states and subdivisions, has reached a final agreement with four companies to resolve legal claims against them for their role in the opioid crisis. One agreement is with opioid manufacturers Johnson & Johnson. The other is three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson.

The two agreements provide for \$26 billion in payments over 18 years, with \$23.9 billion available for opioid abatement and significant amounts front loaded. Funding will be distributed to states according to the allocation agreement reached among the Attorneys General.

Subdivisions, including the City of Abilene, can only participate in the agreement if their state participates. Texas' combined share is almost \$1.5 billion: \$1.17 billion from the distributors and \$268 million from J&J.

Both agreements contain industry-changing injunctive terms. The distributors will be subject to more oversight and accountability, including independent monitoring, to prevent deliveries of opioid to pharmacies where diversion and misuse occur. They will be required to establish and fund an independent clearinghouse to track opioid distribution nationwide and flag suspicious orders. J&J will be prohibited from selling or promoting opioids.

Once the state agrees to participate, then the more subdivisions that join the settlement, the more money everyone in Texas will receive. Texas has already agreed to participate.

To adopt the settlement and allocation schedule, the City of Abilene must sign the Subdivision Settlement Participation form and adopt the Texas Term Sheet and its intrastate allocation schedule by January 2, 2022.

SPECIAL CONSIDERATIONS

Payments to subdivisions may be used by the subdivisions for opioid abatement, treatment, and other purposes with a nexus to opioid abuse. The Attorney General has stated that if the State of Texas receives the maximum amount under the terms of the Settlement Agreement, the City of Abilene could receive up to \$688,208.50 in direct payments from the distributors and J&J. It is anticipated that the City of Abilene will receive less than the maximum amount.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends that the City of Abilene agree to the settlement as outlined by the Texas Attorney General, and execute the Subdivision Settlement Participation form and adopt the Texas Term Sheet.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2021 Resolution AG Opioid Settlement
2. Global Opioids Settlement PPT August 2021 - website
3. Settlement Allocation Term Sheet
4. Subdivision Settlement Participation Form
5. Subdivision Participation Form JNJ
6. Approve Opioid Settlement Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO SIGN THE OPIOID SUBDIVISION
SETTLEMENT PARTICIPATION FORM AND ADOPT THE TEXAS TERM SHEET
REGARDING THE TEXAS ATTORNEY GENERAL GLOBAL OPIOID SETTLEMENT
AGREEMENT**

WHEREAS, the State of Texas, along with many other states and subdivisions, has reached a final agreement with four companies to resolve legal claims against them for their role in the opioid crisis; and

WHEREAS, one agreement is with opioid manufacturers Johnson & Johnson, and the other is with three major pharmaceutical distributors: AmerisourceBergen, Cardinal Health, and McKesson; and

WHEREAS, the two agreements provide for \$26 billion in payments over 18 years, with \$23.9 billion available for opioid abatement and significant amounts front loaded, and funding will be distributed to states according to the allocation agreement reached among the Attorneys General; and

WHEREAS, subdivisions, including the City of Abilene, can only participate in the agreement if their state participates, and the State of Texas has already agreed to participate; and

WHEREAS, Texas' combined share is almost \$1.5 billion: \$1.17 billion from the distributors and \$268 million from J&J; and

WHEREAS, both agreements contain industry-changing injunctive terms, wherein the distributors will be subject to more oversight and accountability, including independent monitoring, to prevent deliveries of opioid to pharmacies where diversion and misuse occur, and they will be required to establish and fund an independent clearinghouse to track opioid distribution nationwide and flag suspicious orders; and

WHEREAS, J&J will be prohibited from selling or promoting opioids; and

WHEREAS, to adopt the settlement and allocation schedule, the City of Abilene must sign the Subdivision Settlement Participation form and adopt the Texas Term Sheet and its intrastate allocation schedule by January 2, 2022; and

WHEREAS, the Texas Attorney General has represented to the City of Abilene that if the State of Texas receives the maximum amount under the terms of the Settlement Agreement, the City of Abilene could receive up to \$688,208.50 in direct payments from the distributors and J&J, although it is anticipated that the direct payments to Abilene will be less than the maximum amount.

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

Part 1: That the City Council hereby adopts the Texas Term Sheet regarding the Texas Attorney General's Global Opioid Settlement Agreement.

Part 2: That the City Council authorizes the City Manager to sign the Opioid Subdivision Settlement Participation Form regarding the opioid settlement agreement, to adopt the Texas Terms Sheet, and to execute any further documents necessary to participate in the Texas Attorney General's Global Opioid Settlement Agreement.

Part 3: That the City Council authorizes the City Manager to use the funds paid to the City of Abilene pursuant to the settlement agreement for any purposes consistent with the requirements of the settlement agreement.

Part 4: That this Resolution becomes effective immediately upon adoption.

ADOPTED this 28th day of October, 2021.

ATTEST:

Shawna Atkinson
City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



KEN PAXTON
ATTORNEY GENERAL *of* TEXAS

Global Opioids Settlement

What it means for Texas

This presentation is for informational purposes and does not constitute legal advice.

Opioids Crisis Update

- In 2020, drug overdose deaths **rose nearly 30%** in the United States to a **record high** of 93,000.
- Opioid overdose deaths hit a **record 69,000** in the United States.
- In Texas, **drug overdose deaths also increased by 31.9%**, driven primarily by opioid overdose deaths.
- The opioid overdose death increase was driven by fentanyl and other synthetic opioids.
- Attorney General Paxton's [website](#) has information to protect Texans from the nation's opioid crisis by educating them about the dangers of misusing prescription opioids.

Sources:

"Provisional Drug Overdose Death Counts." Centers for Disease Control: National Center for Health Statistics (last accessed July 23, 2021),

<https://www.cdc.gov/nchs/nvss/vsrr/drug-overdose-data.htm>

"U.S. Drug-Overdose Deaths Soared Nearly 30% in 2020, Driven by Synthetic Opioids." Betsy McKay, Wall Street Journal (July 14, 2021),

<https://www.wsj.com/articles/u-s-drug-overdose-deaths-soared-nearly-30-in-2020-11626271200>

Opioids Settlements

- On **July 23, 2021**, Attorney General Paxton announced global settlements had been reached with the three major opioid distributors **McKesson, Cardinal Health, and Amerisource Bergen (ABDC)**, and opioid manufacturer **Johnson & Johnson (J&J)**.
 - Both settlements are a combined historic **\$26 billion**.
 - The distributors' settlement is for **\$21 billion**.
 - J&J's settlement is for **\$5 billion**.
 - The settlements include injunctive relief that changes the industry.

Opioids Settlements

- Texas could receive as much as **\$1.17 billion from the distributors** and **\$268 million from J&J** for **almost \$1.5 billion**, most of which is targeted for opioid abatement.
 - The actual amount Texas receives will depend upon the participation of cities, counties, and other political subdivisions in the state.
 - Texas has 30 days to decide to join both settlements.

Opioids Settlements

- Injunctive Relief in the Settlements:
 - J&J is enjoined from manufacturing, selling, and promoting opioids for 10 years.
 - Distributors must establish a centralized clearinghouse jointly overseen by states and distributors.
 - Distributors will be required to take certain measures to detect suspicious orders.

Opioids Settlements

- Mechanics of the Monetary Settlement:
 - Texas's overall allocation is 6.29% of the Global Amount – potentially almost **\$1.5 billion** over 18 years from:
 - Distributors - **\$1.17 billion** over 18 years.
 - J&J - over **\$268 million** over 9 years.
 - Annual payments are split into base and incentive payments as follows:
 - Distributors - 55% base, 45% incentive
 - J&J - 45% base, 55% incentive
 - All incentive payments deal with preventing future litigation by subdivisions and incentivizing subdivision sign on.

Offsets and Suspension of Payments

- If a subdivision who hasn't sued decides to sue later, there is a suspension of payments and a potential offset of those payments.
- Size of the suspension and a potential offset depend on several factors, but the distributors' deal applies a maximum offset in the amount of 67% against the suspension and/or future payments.
- If that lawsuit is resolved, suspended payments resume. If the lawsuit requires payment, the amounts held are used to offset the amount paid.

Goal: Bring the Most Money to Texas

- There are a combination of approaches that Texas could take to maximize funds with the participation of litigating subdivisions and nonlitigating subdivisions.
- This can be obtained by getting releases for past and future claims from all litigating subdivisions and special districts, all general-purpose subdivisions over 10,000 population, and covered special districts.
- Texas has 128 litigating subdivisions:
 - 110 Counties.
 - 5 Cities.
 - 10 Hospital Districts.
 - 3 School Districts.
- Texas has 406 general purpose subdivisions with a population of over 10,000 (309 nonlitigating and 97 litigating).
- Currently, the best option for Texas to maximize incentive funds is through a partnership with political subdivisions, where a large percentage agree to release claims.

How Settlement Dollars Flow into Texas

- By signing on to the Settlement and executing a release, you increase the funds coming into Texas and will be entitled to a portion of the funds that Texas receives.
 - Texas and Participating Subdivisions alike get direct payments under the settlement.
 - Cities and Counties will also get funding for abatement programs from the Opioid Council.
- Question: If my county signs up and executes a release, how do I get dollars to my county?
- Answer: SB 1827 (87R) and the Texas Term Sheet

Texas Term Sheet and SB 1827

- Goal of the Texas Term Sheet: Provide Texans in **all 254 counties** with the opportunity for funding for education, prevention, and treatment of opioid abuse.
- SB 1827 (87R) codifies the Texas Term Sheet and establishes the **Texas Opioid Council (Council)** to ensure that the funds recovered by Texas are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.
- 85% of the funds under the Settlement will be deposited into the Opioids Abatement Trust Fund:
 - 15% to directly to subdivisions.
 - 70% share to abatement programs.

Example Opioid Fund Allocations

These amounts are estimates only based on maximum recoveries

- Assuming (1) your subdivision executes a release and signs on to the Texas Term Sheet, and (2) Texas receives maximum funds from the distributors and J&J, what kind of funding does that mean for my subdivision?

- Example 1 – direct payments to cities and counties:

Subdivision	Distributors	J&J	Total
Brazoria County	\$1,013,429.26	\$232,935.37	\$1,246,364.63
City of Edinburg	\$119,977.07	\$27,576.57	\$147,553.64
City of Houston	\$6,969,111.93	\$1,601,841.11	\$8,570,953.04
League City	\$300,149.11	\$68,988.87	\$369,137.98
City of Longview	\$478,635.88	\$110,013.82	\$588,649.71
City of McKinney	\$447,004.00	\$102,743.27	\$549,747.27
City of Odessa	\$554,967.87	\$127,558.63	\$682,526.50
City of Round Rock	\$472,420.87	\$108,585.31	\$581,006.17
Starr County	\$99,146.53	\$22,788.70	\$121,935.23
City of Waxahachie	\$150,952.91	\$34,696.33	\$185,649.24

Example Opioid Fund Allocations

These amounts are estimates only based on maximum recoveries

- Assuming (1) your subdivision executes a release and signs on to the Texas Term Sheet, and (2) Texas receives maximum funds from the distributors and J&J, what kind of funding does that mean for my subdivision?

- Example 2 – Abatement allocations by Regions for Treatment Programs

Region	Distributors	J&J	Total
Region 3 (Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton)	\$121,270,842.23	\$27,873,941.89	\$149,144,784.13
Region 5 (Cameron, Hidalgo, Starr, Willacy)	\$17,664,324.97	\$4,060,121.61	\$21,724,446.58
Region 9 (Dallas, Kaufman)	\$66,659,834.77	\$15,321,674	\$81,981,509.18
Region 15 (El Paso, Hudspeth)	\$18,039,679.50	\$4,146,396.35	\$22,186,075.85

Opioid Lawsuits Timeline (1 of 3)

- In **September 2017**, Attorney General Paxton and a **bipartisan coalition of 40 other states** served investigative subpoenas and additional requests on eight companies that manufacture or distribute highly addictive opioids to evaluate whether manufacturers and distributors engaged in unlawful practices in the marketing, sale, and distribution of opioids.
- **May 15, 2018**, Texas filed a **lawsuit against Purdue Pharma** for violating state laws against deceptive trade practices and misrepresenting the risk of addiction to patients and doctors.
- On **September 4, 2019**, Attorney General Paxton announced that a **civil Medicaid fraud lawsuit** had been filed against pharmaceutical manufacturer **Johnson & Johnson** for misrepresentations made to the Texas Medicaid program about their dangerous opioid drug, Duragesic.
- Purdue Pharma files for Chapter 11 Bankruptcy in **September 2019**.

Opioid Lawsuits Timeline (2 of 3)

- In **February 2020**, Attorney General Paxton announced a global settlement framework between state attorneys general, local subdivisions, and Mallinckrodt (MKN). MKN is currently the largest generic opioid manufacturer in the United States. In the agreement, MKN agreed to pay **\$1.6 billion in cash** to a trust that will cover the costs of opioid addiction treatment and related efforts, with the potential for increased payment to the trust.
- On **May 13, 2020**, Attorney General Paxton reached a bipartisan agreement with Texas Counties and Cities in preparation for settlement with opioid defendants: **McKesson, Cardinal Health, ABDC, and Johnson & Johnson**. Texas is one of the lead states currently negotiating financial settlements with the nation's largest companies in the opioid supply chain.

Opioid Lawsuits Timeline (3 of 3)

- In **February 2021**, Attorney General Paxton and 46 states entered into a settlement with McKinsey, a consulting firm that assisted Purdue and others with their marketing of prescription opioids, for **\$583 million and injunctive relief**. The funds are earmarked to remediate the harms caused by the opioid epidemic and to recover the costs incurred in investigating and pursuing these claims.
- On **July 23, 2021**, Attorney General Paxton announced the global settlement had been reached with opioid defendants **McKesson, Cardinal Health, ABDC, and Johnson & Johnson**.

Next Steps

- To join the Settlement, Subdivisions need to:
 - Sign on the to settlement and execute releases; and
 - Execute the Texas Term Sheet.
- The deadline to sign on is approximately 120 days after the state sign-on period, estimated January 2, 2022.



KEN PAXTON
ATTORNEY GENERAL *of* TEXAS

For more information, visit
www.texasattorneygeneral.gov/globalopioidsettlement

Questions? Email opioids@oag.texas.gov

TEXAS OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET

WHEREAS, the people of the State of Texas and its communities have been harmed through the National and Statewide epidemic caused by licit and illicit opioid use and distribution within the State of Texas; and now,

WHEREAS, the State of Texas, though its elected representatives and counsel, including the Honorable Ken Paxton, Attorney General of the State of Texas, and certain Political Subdivisions, through their elected representatives and counsel, are separately engaged in litigation seeking to hold those entities in the supply chain accountable for the damage caused; and now,

WHEREAS, the State of Texas, through its Attorney General and its Political Subdivisions, share a common desire to abate and alleviate the impacts of the epidemic throughout the State of Texas; and now,

THEREFORE, the State of Texas and its Political Subdivisions, subject to completing formal documents effectuating the Parties' agreements, enter into this State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet (Texas Term Sheet) relating to the allocation and use of the proceeds of any Settlements as described.

A. Definitions

As used in this Texas Term Sheet:

1. “The State” shall mean the State of Texas acting through its Attorney General.
2. “Political Subdivision(s)” shall mean any Texas municipality and county.
3. “The Parties” shall mean the State of Texas, the Political Subdivisions, and the Plaintiffs’ Steering Committee and Liaison Counsel (PSC) in the Texas Opioid MDL, *In Re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152d District Court of Harris County, Texas.
4. “Litigating Political Subdivision” means a Political Subdivision that filed suit in the state courts of the State of Texas prior to the Execution Date of this Agreement, whether or not such case was transferred to Texas Opioid MDL, or removed to federal court.
5. “National Fund” shall mean any national fund established for the benefit of the Texas Political Subdivisions. In no event shall any National Fund be used to create federal jurisdiction, equitable or otherwise, over the Texas Political Subdivisions or those similarly situated state-court litigants who are included in the state coalition, nor shall the National Fund require participating in a class action or signing a participation agreement as part of the criteria for participating in the National Fund.
6. “Negotiating Committee” shall mean a three-member group comprising four representatives for each of (1) the State; (2) the PSC; and (3) Texas’

Political Subdivisions (collectively, “Members”). The State shall be represented by the Texas Attorney General or his designees. The PSC shall be represented by attorneys Mikal Watts, Jeffrey Simon, Dara Hegar, Dan Downey, or their designees. Texas’ Political Subdivisions shall be represented by Clay Jenkins (Dallas County Judge), Terrence O’Rourke (Special Assistant County Attorney, Harris County), Nelson Wolff (Bexar County Judge), and Nathaniel Moran (Smith County Judge) or their designees.

7. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions.
8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this Texas Term Sheet.
8. “Approved Purpose(s)” shall mean those uses identified in Exhibit A hereto.
9. “Pharmaceutical Supply Chain” shall mean the process and channels through which opioids or opioids products are manufactured, marketed, promoted, distributed, or dispensed.

10. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
11. “Texas Opioid Council” shall mean the Council described in Exhibit A hereto, which has the purpose of ensuring the funds recovered by Texas (through the joint actions of the Attorney General and the Texas Political Subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

B. Allocation of Settlement Proceeds

1. All Opioid Funds distributed in Texas shall be divided with 15% going to Political Subdivisions (“Subdivision Share”), 70% to the Texas Opioid Abatement Fund through the Texas Opioid Council (Texas Abatement Fund Share) identified and described on Exhibits A and C hereto, and 15% to the Office of the Texas Attorney General as Counsel for the State of Texas (“State Share”). Out of the Texas Opioid Abatement Fund, reasonable expenses up to 1% shall be paid to the Texas Comptroller for the administration of the Texas Opioid Council pursuant to the Opioid

Abatement Fund (Texas Settlement) Opioid Council Agreement, Exhibit A hereto.

2. The Subdivisions Share shall be allocated in accordance with the division of proceeds on Exhibit B hereto.
3. The Texas Abatement Fund Share shall be allocated to the Opioid Council to be apportioned in accordance with the guidelines of Exhibit A, and Exhibit C hereto.
4. In the event a Subdivision merges, dissolves, or ceases to exist, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably based on the composition of the successor Subdivision. If a Subdivision for any reason is excluded from a specific settlement, the allocation percentage for that Subdivision shall be redistributed as directed by the settlement document, and if not specified, equitably among the participating Subdivisions.
5. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Texas Opioid Council and disbursed as set forth below.
6. The Subdivision share shall be initially deposited and paid in cash directly to the Subdivision under the authority and guidance of the Texas MDL Court, who shall direct any Settlement funds to be held in trust in a

segregated account to benefit the Subdivisions and to be promptly distributed as set forth herein and in accordance with Exhibit B.

7. Nothing in this Texas Term Sheet should alter or change any Subdivision's rights to pursue its own claim. Rather, the intent of this Texas Term Sheet is to join all parties to disburse settlement proceeds from one or more defendants to all parties participating in that settlement within Texas.
8. Opioid Funds from the Texas Abatement Fund Share shall be directed to the Texas Opioid Council and used in accordance with the guidelines as set out on Exhibit A hereto, and the Texas Abatement Fund Share shall be distributed to the Texas Opioid Council under the authority and guidance of the Texas MDL Court, consistent with Exhibits A and C, and the by-laws of the Texas Opioid Council documents and disbursed as set forth therein, including without limitation all abatement funds and the 1% holdback for expenses.
9. The State of Texas and the Political Subdivisions understand and acknowledge that additional steps may need to be undertaken to assist the Texas Opioid Council in its mission, at a predictable level of funding, regardless of external factors.

C. Payment of Counsel and Litigation Expenses

1. Any Master Settlement Agreement settlement will govern the payment of fees and litigation expenses to the Parties. The Parties agree to direct control of any Texas Political Subdivision fees and expenses to the “Texas Opioid Fee and Expense Fund,” which shall be allocated and distributed by the Texas MDL Court, *In re: Texas Opioid Litigation*, MDL No. 2018-63587, in the 152nd District Court of Harris County, Texas, and with the intent to compensate all counsel for Texas Political Subdivisions who have not chosen to otherwise seek compensation for fees and expenses from any federal MDL common benefit fund.
2. The Parties agree that no portion of the State of Texas 15% allocation share from any settlement shall be administered through the National Fund, the Texas MDL Court, or Texas Opioid Fee and Expense Fund, but shall be directed for payment to the State of Texas by the State of Texas.
3. The State of Texas and the Texas Political Subdivisions, and their respective attorneys, agree that all fees – whether contingent, hourly, fixed or otherwise – owed by the Texas Political Subdivisions shall be paid out of the National Fund or as otherwise provided for herein to the Texas Opioid Fee and Expense Fund to be distributed by the 152nd

District Court of Harris County, Texas pursuant to its past and future orders.

4. From any opioid-related settlements with McKesson, Cardinal Health, ABDC, and Johnson & Johnson, and for any future opioid-related settlements negotiated, in whole or in part, by the Negotiating Committee with any other Pharmaceutical Supply Chain Participant, the funds to be deposited in the Texas Opioid Fee and Expense Fund shall be 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of each payment (annual or otherwise) to the State of Texas for that settlement, plus expenses from the National Fund, and shall be sought by Texas Political Subdivision Counsel initially through the National Fund. The Texas Political Subdivisions' percentage share of fees and expenses from the National Fund shall be directed to the Texas Opioid Fee and Expense Fund in the Texas MDL, as soon as is practical, for allocation and distribution in accordance with the guidelines herein.
5. If the National Fund share to the Texas Political Subdivisions is insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, per subsection 4, immediately *supra*, or if payment from the National Fund is not received within 12 months after the date the

first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 12.5% of the Texas Political Subdivision Share to make up any difference.

6. If the National Fund and the Texas Political Subdivision share are insufficient to cover the guaranteed 9.3925%, plus expenses from the National Fund, or if payment from the National Fund is not received within 12 months after the date the first payment is made by the Defendants pursuant to the settlement, then the Texas Political Subdivisions shall recover up to 8.75% of the Abatement Fund Share to make up any difference. In no event shall the Texas Political Subdivision share exceed 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions of any settlement, plus expenses from the National Fund. In the event that any payment is received from the National Fund such that the total amount in fees and expenses exceeds 9.3925%, the Texas Political Subdivisions shall return any amounts received greater than 9.3925% of the combined Texas Political Subdivision and Texas Abatement Fund portions to those respective Funds.

7. For each settlement utilizing a National Fund, the Texas Political Subdivisions need only make one attempt at seeking fees and expenses there.
8. The total amount of the Texas Opioid Fee and Expense Fund shall be reduced proportionally, according to the agreed upon allocation of the Texas Subdivision Fund, for any Texas litigating Political Subdivision that (1) fails to enter the settlement; and (2) was filed in Texas state court, and was transferred to the Texas MDL (or removed before or during transfer to the Texas MDL) as of the execution date of this Agreement.

D. The Texas Opioid Council and Texas Abatement Fund

The Texas Opioid Council and Texas Abatement Fund is described in detail at Exhibit A, incorporated herein by reference.

E. Settlement Negotiations

1. The State and Negotiating Committee agree to inform each other in advance of any negotiations relating to a Texas-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and its Political Subdivisions and shall provide each other the opportunity to participate in all such negotiations. Any Texas-only Settlement agreed to with the State and Negotiating Committee shall be subject to the approval

of a majority of litigating Political Subdivisions. The Parties further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants and to include the Negotiating Committee or designees. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Negotiating Committee is unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and Negotiation Committee's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

2. Any Master Settlement Agreement (MSA) shall be subject to the approval and jurisdiction of the Texas MDL Court.
3. As this is a Texas-specific effort, the Committee shall be Chaired by the Attorney General. However, the Attorney General, or his designees, shall endeavor to coordinate any publicity or other efforts to speak publicly with the other Committee Members.
4. The State of Texas, the Texas MDL Plaintiff's Steering Committee representatives, or the Political Subdivision representatives may withdraw

from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

5. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

F. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

Acknowledgment of Agreement

We, the undersigned, have participated in the drafting of the above Texas Term Sheet, including consideration based on comments solicited from Political Subdivisions. This document has been collaboratively drafted to maintain all individual claims while allowing the State and its Political Subdivisions to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to any specific outcome. Any resolution under this document will require

acceptance by the State of Texas and a majority of the Litigating Political Subdivisions.

We, the undersigned, hereby accept the STATE OF TEXAS AND TEXAS POLITICAL SUBDIVISIONS' OPIOID ABATEMENT FUND COUNCIL AND SETTLEMENT ALLOCATION TERM SHEET. We understand that the purpose of this Texas Term Sheet is to permit collaboration between the State of Texas and Political Subdivisions to explore and potentially effectuate earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this Texas Term Sheet between the State of Texas and Political Subdivisions in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Texas.

Executed this 13 day of May, 2020.

FOR THE STATE OF TEXAS:

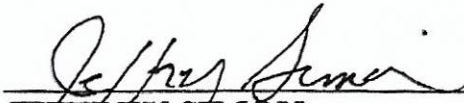


KENNETH PAXTON, JR.
ATTORNEY GENERAL

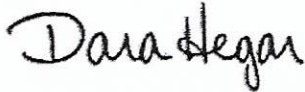
FOR THE SUBDIVISIONS
AND TEXAS MDL PSC:



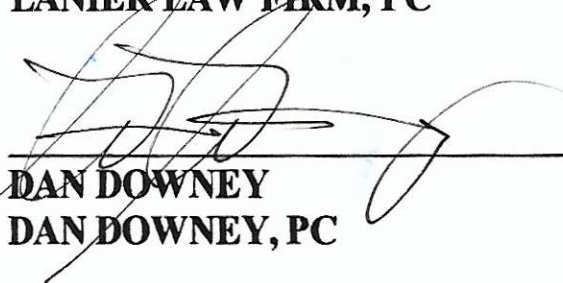
MIKAL WATTS
WATTS GUERRA LLP



JEFFREY SIMON
SIMON GREENSTONE PANATIER, PC



DARA HEGAR
LANIER LAW FIRM, PC



DAN DOWNEY
DAN DOWNEY, PC

:sas

EXHIBIT A

Opioid Abatement Fund (Texas) Settlement

Opioid Council

As part of the settlement agreement and upon its execution, the parties will form the Texas Opioid Council (Council) to establish the framework that ensures the funds recovered by Texas (through the joint actions of the Attorney General and the state's political subdivisions) are allocated fairly and spent to remediate the opioid crisis in Texas, using efficient and cost-effective methods that are directed to the hardest hit regions in Texas while also ensuring that all Texans benefit from prevention and recovery efforts.

I. Structure

The Council will be responsible for the processes and procedures governing the spending of the funds held in the Texas Abatement Fund, which will be approximately 70% of all funds obtained through settlement and/or litigation of the claims asserted by the State and its subdivisions in the investigations and litigation related to the manufacturing, marketing, distribution, and sale of opioids and related pharmaceuticals.

Money paid into the abatement fund will be held by an independent administrator, who shall be responsible for the ministerial task of releasing funds solely as authorized below by the Council, and accounting for all payments to and from the fund.

The Council will be formed when a court of competent jurisdiction enters an order settling the matter, including any order of a bankruptcy court. The Council's members must be appointed within sixty (60) days of the date the order is entered.

A. Membership

The Council shall be comprised of the following thirteen (13) members:

1. *Statewide Members.*

Six members appointed by the Governor and Attorney General to represent the State's interest in opioid abatement. The statewide members are appointed as follows:

- a. The Governor shall appoint three (3) members who are licensed health professionals with significant experience in opioid interventions;
- b. The Attorney General shall appoint three (3) members who are licensed professionals with significant experience in opioid incidences; and
- c. The Governor will appoint the Chair of the Council as a non-voting member. The Chair may only cast a vote in the event there is a tie of the membership.

2. *Regional Members.*

Six (6) members appointed by the State's political subdivisions to represent their designated Texas Health and Human Services Commission "HHSC" Regional Healthcare

Partnership (Regions) to ensure dedicated regional, urban, and rural representation on the Council. The regional appointees must be from either academia or the medical profession with significant experience in opioid interventions. The regional members are appointed as follows:

- a. One member representing Regions 9 and 10 (Dallas Ft-Worth);
- b. One member representing Region 3 (Houston);
- c. One member representing Regions 11, 12, 13, 14, 15, 19 (West Texas);
- d. One member representing Regions 6, 7, 8, 16 (Austin-San Antonio);
- e. One member representing Regions 1, 2, 17, 18 (East Texas); and
- f. One member representing Regions 4, 5, 20 (South Texas).

B. Terms

All members of the Council are appointed to serve staggered two-year terms, with the terms of members expiring February 1 of each year. A member may serve no more than two consecutive terms, for a total of four consecutive years. For the first term, four (4) members (two (2) statewide and two (2) for the subdivisions) will serve a three-year term. A vacancy on the Council shall be filled for the unexpired term in the same manner as the original appointment. The Governor will appoint the Chair of the Council who will not vote on Council business unless there is a tie vote, and the subdivisions will appoint a Vice-Chair voting member from one of the regional members.

C. Governance

1. Administration

The Council is attached administratively to the Comptroller. The Council is an independent, quasi-governmental agency because it is responsible for the statewide distribution of the abatement settlement funds. The Council is exempt from the following statutes:

- a. Chapter 316 of the Government Code (Appropriations);
- b. Chapter 322 of the Government Code (Legislative Budget Board);
- c. Chapter 325 of the Government Code (Sunset);
- d. Chapter 783 of the Government Code (Uniform Grants and Contract Management);
- e. Chapter 2001 of the Government Code (Administrative Procedure);
- f. Chapter 2052 of the Government Code (State Agency Reports and Publications);
- g. Chapter 2261 of the Government Code (State Contracting Standards and Oversight);
- h. Chapter 2262 of the Government Code (Statewide Contract Management);

- i. Chapter 262 of the Local Government Code (Purchasing and Contracting Authority of Counties); and
- j. Chapter 271 of the Local Government Code (Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments).

2. *Transparency*

The Council will abide by state laws relating to open meetings and public information, including Chapters 551 and 552 of the Texas Government Code.

- i. The Council shall hold at least four regular meetings each year. The Council may hold additional meetings on the request of the Chair or on the written request of three members of the council. All meetings shall be open to the public, and public notice of meetings shall be given as required by state law.
- ii. The Council may convene in a closed, non-public meeting:
 - a. If the Commission must discuss:
 - 1. Negotiation of contract awards; and
 - 2. Matters specifically exempted from disclosure by federal and state statutes.
 - b. All minutes and documents of a closed meeting shall remain under seal, subject to release only order of a court of competent jurisdiction.

3. *Authority*

The Council does not have rulemaking authority. The terms of each Judgment, Master Settlement Agreement, or any Bankruptcy Settlement for Texas control the authority of the Council and the Council may not stray outside the bounds of the authority and power vested by such settlements. Should the Council require legal assistance in determining their authority, the Council may direct the executive director to seek legal advice from the Attorney General to clarify the issue.

D. Operation and Expenses

The independent administrator will set aside up to one (1) percent of the settlement funds for the administration of the Council for reasonable costs and expenses of operating the foregoing duties, including educational activities.

1. *Executive Director*

The Comptroller will employ the executive director of the Council and other personnel as necessary to administer the duties of the Council and carry out the functions of the Council. The executive director must have at least 10 years of experience in government or public administration and is classified as a Director V/B30 under the State Auditor's State Classification. The Comptroller will pay the salaries of the Council employees from the

one (1) percent of the settlement funds set aside for the administration of the Council. The Comptroller will request funds from the Texas Abatement Fund Point of Contact.

2. Travel Reimbursement

A person appointed to the Council is entitled to reimbursement for the travel expenses incurred in attending Council duties. A member of the Council may be reimbursed for actual expenses for meals, lodging, transportation, and incidental expenses in accordance with travel rates set by the federal General Services Administration.

II. Duties/Roles

It is the duty of the Council to determine and approve the opioid abatement strategies and funding awards.

A. Approved Abatement Strategies

The Council will develop the approved Texas list of abatement strategies based on but not limited to the existing national list of opioid abatement strategies (see attached Appendix A) for implementing the Texas Abatement Fund.

1. The Council shall only approve strategies which are evidence-informed strategies.
2. The Texas list of abatement strategies must be approved by majority vote. The majority vote must include a majority from both sides of the statewide members and regional members in order to be approved, e.g., at least four (4) of six (6) members on each side.

B. Texas Abatement Fund Point of Contact

The Council will determine a single point of contact called the Abatement Fund Point of Contact (POC) to be established as the sole entity authorized to receive requests for funds and approve expenditures in Texas and order the release of funds from the Texas Abatement Fund by the independent administrator. The POC may be an independent third party selected by the Council with expertise in banking or financial management. The POC will manage the Opioid Council Bank Account (Account). Upon a vote, the Council will direct the POC to contact the independent administrator to release funds to the Account. The Account is outside the State Treasury and not managed by any state or local officials. The POC is responsible for payments to the qualified entities selected by the Council for abatement fund awards. The POC will submit a monthly financial statement on the Account to the Council.

C. Auditor

An independent auditor appointed by the Council will perform an audit on the Account on an annual basis and report its findings, if any, to the Council.

D. Funding Allocation

The Council is the sole decision-maker on the funding allocation process of the abatement funds. The Council will develop the application and award process based on the parameters outlined below. An entity seeking funds from the Council must apply for funds; no funds will be awarded without an application. The executive director and personnel may assist the Council in gathering and compiling the applications for consideration; however, the Council members are the sole decision-makers of awards and funding determination. The Council will use the following processes to award funds:

1. *Statewide Funds.* The Council will consider, adopt and approve the allocation methodology attached as Exhibit C, based upon population health data and prevalence of opioid incidences, at the Council's initial meeting. Adoption of such methodology will allow each Region to customize the approved abatement strategies to fit its communities' needs. The statewide regional funds will account for seventy-five (75) percent of the total overall funds, less the one (1) percent administrative expense described herein.
2. *Targeted Funds.* Each Region shall reserve twenty-five (25) percent of the overall funds, for targeted interventions in the specific Region as identified by opioid incidence data. The Council must approve on an annual basis the uses for the targeted abatement strategies and applications available to every Region, including education and outreach programs. Each Region without approved uses for the targeted funds from the Council, based upon a greater percentage of opioid incidents compared to its population, is subject to transfer of all or a portion of the targeted funds for that Region for uses based upon all Regions' targeted funding needs as approved by the Council on an annual basis.
3. *Annual Allocation.* Statewide regional funds and targeted funds will be allocated on an annual basis. If a Region lapses its funds, the funds will be reallocated based on all Regions' funding needs.

E. Appeal Process

The Council will establish an appeal process to permit the applicants for funding (state or subdivisions) to challenge decisions by the Council-designated point of contact on requests for funds or expenditures.

1. To challenge a decision by the designated point of contact, the State or a subdivision must file an appeal with the Council within thirty (30) days of the decision. The Council then has thirty (30) days to consider and rule on the appeal.
2. If the Council denies the appeal, the party may file an appeal with the state district court of record where the final opioid judgment or Master Settlement Agreement is filed. The Texas Rules of Civil Procedure and Rules of Evidence will govern these proceedings. The Council may request representation from the Attorney General in these proceedings.

In making its determination, the state district court shall apply the same clear error standards contained herein that the Council must follow when rendering its decision.

3. The state district court will make the final decision and the decision is not appealable.
4. Challenges will be limited and subject to penalty if abused.
5. Attorneys' fees and costs are not recoverable in these appeals.

F. Education

The Council may determine that a percentage of the funds in the Abatement Fund from the targeted funds be used to develop an education and outreach program to provide materials on the consequences of opioid drug use, prevention and interventions. Any material developed will include online resources and toolkits for communities.

EXHIBIT B

Exhibit B: Municipal Area Allocations: 15% of Total (\$150 million)

(County numbers refer to distribution to the county governments after payment to cities within county borders has been made. Minimum distribution to each county is \$1000.)

Municipal Area	Allocation	Municipal Area	Allocation
Abbott	\$688	Lakeport	\$463
Abernathy	\$110	Lakeside	\$4,474
Abilene	\$563,818	Lakeside City	\$222
Ackerly	\$21	Lakeview	\$427
Addison	\$58,094	Lakeway	\$31,657
Adrian	\$181	Lakewood Village	\$557
Agua Dulce	\$43	Lamar County	\$141,598
Alamo	\$22,121	Lamb County	\$50,681
Alamo Heights	\$28,198	Lamesa	\$29,656
Alba	\$3,196	Lampasas	\$28,211
Albany	\$180	Lampasas County	\$42,818
Aledo	\$331	Lancaster	\$90,653
Alice	\$71,291	Laredo	\$763,174
Allen	\$315,081	Latexo	\$124
Alma	\$1,107	Lavaca County	\$45,973
Alpine	\$29,686	Lavon	\$7,435
Alto	\$3,767	Lawn	\$58
Alton	\$11,540	League City	\$302,418
Alvarado	\$29,029	Leakey	\$256
Alvin	\$113,962	Leander	\$88,641
Alvord	\$358	Leary	\$797
Amarillo	\$987,661	Lee County	\$30,457
Ames	\$5,571	Lefors	\$159
Amherst	\$22	Leon County	\$67,393
Anahuac	\$542	Leon Valley	\$23,258
Anderson	\$19	Leona	\$883
Anderson County	\$268,763	Leonard	\$8,505
Andrews	\$18,983	Leroy	\$176
Andrews County	\$37,606	Levelland	\$46,848
Angelina County	\$229,956	Lewisville	\$382,094
Angleton	\$62,791	Lexington	\$2,318
Angus	\$331	Liberty	\$72,343
Anna	\$9,075	Liberty County	\$531,212
Annetta	\$5,956	Liberty Hill	\$2,780
Annetta North	\$34	Limestone County	\$135,684

(Table continues on multiple pages below)

Annetta South	\$602	Lincoln Park	\$677
Annona	\$738	Lindale	\$24,202
Anson	\$5,134	Linden	\$3,661
Anthony	\$4,514	Lindsay	\$1,228
Anton	\$444	Lipan	\$44
Appleby	\$1,551	Lipscomb County	\$10,132
Aquilla	\$208	Little Elm	\$69,326
Aransas County	\$266,512	Little River-Academy	\$798
Aransas Pass	\$57,813	Littlefield	\$7,678
Archer City	\$10,554	Live Oak	\$32,740
Archer County	\$45,534	Live Oak County	\$39,716
Arcola	\$7,290	Liverpool	\$1,435
Argyle	\$11,406	Livingston	\$73,165
Arlington	\$735,803	Llano	\$23,121
Armstrong County	\$974	Llano County	\$115,647
Arp	\$2,009	Lockhart	\$49,050
Asherton	\$112	Lockney	\$3,301
Aspermont	\$9	Log Cabin	\$1,960
Atascosa County	\$176,903	Lometa	\$1,176
Athens	\$105,942	Lone Oak	\$1,705
Atlanta	\$30,995	Lone Star	\$8,283
Aubrey	\$15,141	Longview	\$482,254
Aurora	\$1,849	Loraine	\$188
Austin County	\$76,030	Lorena	\$3,390
Austin	\$4,877,716	Lorenzo	\$11,358
Austwell	\$109	Los Fresnos	\$11,185
Avery	\$138	Los Indios	\$159
Avinger	\$1,115	Los Ybanez	\$0
Azle	\$32,213	Lott	\$1,516
Bailey	\$950	Lovelady	\$249
Bailey County	\$15,377	Loving County	\$1,000
Bailey's Prairie	\$5,604	Lowry Crossing	\$783
Baird	\$2,802	Lubbock	\$319,867
Balch Springs	\$27,358	Lubbock County	\$1,379,719
Balcones Heights	\$23,811	Lucas	\$5,266
Ballinger	\$9,172	Lueders	\$508
Balmorhea	\$63	Lufkin	\$281,592
Bandera	\$2,893	Luling	\$29,421
Bandera County	\$86,815	Lumberton	\$36,609
Bangs	\$3,050	Lyford	\$3,071

Bardwell	\$362	Lynn County	\$6,275
Barry	\$200	Lytle	\$7,223
Barstow	\$61	Mabank	\$19,443
Bartlett	\$3,374	Madison County	\$49,492
Bartonville	\$8,887	Madisonville	\$11,458
Bastrop	\$46,320	Magnolia	\$26,031
Bastrop County	\$343,960	Malakoff	\$12,614
Bay City	\$57,912	Malone	\$439
Baylor County	\$29,832	Manor	\$12,499
Bayou Vista	\$6,240	Mansfield	\$150,788
Bayside	\$242	Manvel	\$12,305
Baytown	\$216,066	Marble Falls	\$37,039
Bayview	\$41	Marfa	\$65
Beach City	\$12,505	Marietta	\$338
Bear Creek	\$906	Marion	\$275
Beasley	\$130	Marion County	\$54,728
Beaumont	\$683,010	Marlin	\$21,634
Beckville	\$1,247	Marquez	\$1,322
Bedford	\$94,314	Marshall	\$108,371
Bedias	\$3,475	Mart	\$928
Bee Cave	\$12,863	Martin County	\$10,862
Bee County	\$97,844	Martindale	\$2,437
Beeville	\$24,027	Mason	\$777
Bell County	\$650,748	Mason County	\$3,134
Bellaire	\$41,264	Matador	\$1,203
Bellevue	\$56	Matagorda County	\$135,239
Bellmead	\$14,487	Mathis	\$15,720
Bells	\$1,891	Maud	\$423
Bellville	\$7,488	Maverick County	\$115,919
Belton	\$72,680	Maypearl	\$986
Benavides	\$152	McAllen	\$364,424
Benbrook	\$43,919	McCamey	\$542
Benjamin	\$951	McGregor	\$9,155
Berryville	\$14,379	McKinney	\$450,383
Bertram	\$182	McLean	\$14
Beverly Hills	\$4,336	McLendon-Chisholm	\$411
Bevil Oaks	\$549	Mcculloch County	\$20,021
Bexar County	\$7,007,152	Mclennan County	\$529,641
Big Lake	\$547	Mcmullen County	\$1,000
Big Sandy	\$4,579	Meadow	\$1,121

Big Spring	\$189,928	Meadowlakes	\$905
Big Wells	\$236	Meadows Place	\$18,148
Bishop	\$8,213	Medina County	\$48,355
Bishop Hills	\$323	Megargel	\$611
Blackwell	\$31	Melissa	\$15,381
Blanco	\$6,191	Melvin	\$345
Blanco County	\$49,223	Memphis	\$7,203
Blanket	\$147	Menard	\$991
Bloomburg	\$1,010	Menard County	\$14,717
Blooming Grove	\$352	Mercedes	\$21,441
Blossom	\$198	Meridian	\$3,546
Blue Mound	\$2,888	Merkel	\$10,117
Blue Ridge	\$1,345	Mertens	\$239
Blum	\$1,622	Mertzon	\$29
Boerne	\$45,576	Mesquite	\$310,709
Bogata	\$3,649	Mexia	\$21,096
Bonham	\$100,909	Miami	\$455
Bonney	\$2,510	Midland County	\$279,927
Booker	\$1,036	Midland	\$521,849
Borden County	\$1,000	Midlothian	\$95,799
Borger	\$69,680	Midway	\$78
Bosque County	\$71,073	Milam County	\$97,386
Bovina	\$173	Milano	\$904
Bowie	\$83,620	Mildred	\$286
Bowie County	\$233,190	Miles	\$93
Boyd	\$6,953	Milford	\$6,177
Brackettville	\$8	Miller's Cove	\$97
Brady	\$27,480	Millican	\$417
Brazoria	\$11,537	Mills County	\$19,931
Brazoria County	\$1,021,090	Millsap	\$34
Brazos Bend	\$462	Mineola	\$48,719
Brazos Country	\$902	Mineral Wells	\$92,061
Brazos County	\$342,087	Mingus	\$189
Breckenridge	\$23,976	Mission	\$124,768
Bremond	\$5,554	Missouri City	\$209,633
Brenham	\$54,750	Mitchell County	\$20,850
Brewster County	\$60,087	Mobeetie	\$52
Briarcliff	\$572	Mobile City	\$2,034
Briaroaks	\$57	Monahans	\$5,849
Bridge City	\$80,756	Mont Belvieu	\$19,669

Bridgeport	\$33,301	Montague County	\$94,796
Briscoe County	\$977	Montgomery	\$1,884
Broadus	\$31	Montgomery County	\$2,700,911
Bronte	\$99	Moody	\$828
Brooks County	\$20,710	Moore County	\$40,627
Brookshire	\$6,406	Moore Station	\$772
Brookside Village	\$1,110	Moran	\$50
Brown County	\$193,417	Morgan	\$605
Browndell	\$152	Morgan's Point	\$3,105
Brownfield	\$14,452	Morgan's Point Resort	\$8,024
Brownsboro	\$3,176	Morris County	\$53,328
Brownsville	\$425,057	Morton	\$167
Brownwood	\$166,572	Motley County	\$3,344
Bruceville-Eddy	\$1,692	Moulton	\$999
Bryan	\$246,897	Mount Calm	\$605
Bryson	\$1,228	Mount Enterprise	\$1,832
Buckholts	\$1,113	Mount Pleasant	\$65,684
Buda	\$10,784	Mount Vernon	\$6,049
Buffalo	\$11,866	Mountain City	\$1,548
Buffalo Gap	\$88	Muenster	\$4,656
Buffalo Springs	\$188	Muleshoe	\$4,910
Bullard	\$7,487	Mullin	\$384
Bulverde	\$14,436	Munday	\$2,047
Bunker Hill Village	\$472	Murchison	\$2,302
Burkburnett	\$37,844	Murphy	\$51,893
Burke	\$1,114	Mustang	\$7
Burleson County	\$70,244	Mustang Ridge	\$2,462
Burleson	\$151,779	Nacogdoches	\$205,992
Burnet	\$33,345	Nacogdoches County	\$198,583
Burnet County	\$189,829	Naples	\$4,224
Burton	\$937	Nash	\$7,999
Byers	\$77	Nassau Bay	\$11,247
Bynum	\$380	Natalia	\$625
Cactus	\$4,779	Navarro	\$334
Caddo Mills	\$43	Navarro County	\$103,513
Caldwell	\$18,245	Navasota	\$37,676
Caldwell County	\$86,413	Nazareth	\$124
Calhoun County	\$127,926	Nederland	\$44,585
Callahan County	\$12,894	Needville	\$10,341
Callisburg	\$101	Nevada	\$237

Calvert	\$772	New Berlin	\$4
Cameron	\$11,091	New Boston	\$6,953
Cameron County	\$537,026	New Braunfels	\$307,313
Camp County	\$28,851	New Chapel Hill	\$288
Camp Wood	\$422	New Deal	\$338
Campbell	\$1,116	New Fairview	\$2,334
Canadian	\$1,090	New Home	\$9
Caney City	\$2,005	New Hope	\$1,024
Canton	\$56,734	New London	\$4,129
Canyon	\$26,251	New Summerfield	\$442
Carbon	\$620	New Waverly	\$2,562
Carl's Corner	\$48	Newark	\$520
Carmine	\$385	Newcastle	\$914
Carrizo Springs	\$1,671	Newton	\$6,102
Carrollton	\$310,255	Newton County	\$158,006
Carson County	\$29,493	Neylandville	\$163
Carthage	\$18,927	Niederwald	\$16
Cashion Community	\$322	Nixon	\$2,283
Cass County	\$93,155	Nocona	\$16,536
Castle Hills	\$12,780	Nolan County	\$50,262
Castro County	\$4,420	Nolanville	\$4,247
Castroville	\$4,525	Nome	\$391
Cedar Hill	\$70,127	Noonday	\$226
Cedar Park	\$185,567	Nordheim	\$697
Celeste	\$1,280	Normangee	\$6,192
Celina	\$18,283	North Cleveland	\$105
Center	\$58,838	North Richland Hills	\$146,419
Centerville	\$385	Northlake	\$8,905
Chambers County	\$153,188	Novice	\$76
Chandler	\$17,364	Nueces County	\$1,367,932
Channing	\$2	O'Brien	\$76
Charlotte	\$4,257	O'Donnell	\$27
Cherokee County	\$156,612	Oak Grove	\$2,769
Chester	\$1,174	Oak Leaf	\$612
Chico	\$2,928	Oak Point	\$9,011
Childress	\$37,916	Oak Ridge	\$358
Childress County	\$50,582	Oak Ridge North	\$33,512
Chillicothe	\$172	Oak Valley	\$7
China	\$522	Oakwood	\$148
China Grove	\$598	Ochiltree County	\$15,476

Chireno	\$1,568	Odem	\$7,420
Christine	\$354	Odessa	\$559,163
Cibolo	\$13,690	Oglesby	\$29
Cisco	\$7,218	Old River-Winfree	\$21,653
Clarendon	\$114	Oldham County	\$10,318
Clarksville	\$20,891	Olmos Park	\$9,801
Clarksville City	\$54	Olney	\$6,088
Claude	\$26	Olton	\$1,197
Clay County	\$72,050	Omaha	\$4,185
Clear Lake Shores	\$6,682	Onalaska	\$31,654
Cleburne	\$228,184	Opdyke West	\$479
Cleveland	\$96,897	Orange	\$311,339
Clifton	\$9,939	Orange County	\$689,818
Clint	\$375	Orange Grove	\$1,677
Clute	\$51,350	Orchard	\$867
Clyde	\$17,287	Ore City	\$6,806
Coahoma	\$2,291	Overton	\$7,900
Cochran County	\$3,389	Ovilla	\$13,391
Cockrell Hill	\$512	Oyster Creek	\$9,633
Coffee City	\$1,087	Paducah	\$125
Coke County	\$5,522	Paint Rock	\$141
Coldspring	\$447	Palacios	\$14,036
Coleman	\$5,442	Palestine	\$178,009
Coleman County	\$4,164	Palisades	\$240
College Station	\$258,147	Palm Valley	\$1,918
Colleyville	\$46,049	Palmer	\$12,666
Collin County	\$1,266,721	Palmhurst	\$4,660
Collingsworth County	\$19,234	Palmview	\$7,577
Collinsville	\$1,831	Palo Pinto County	\$124,621
Colmesneil	\$2,211	Pampa	\$67,227
Colorado City	\$8,405	Panhandle	\$9,536
Colorado County	\$49,084	Panola County	\$80,699
Columbus	\$6,867	Panorama Village	\$1,292
Comal County	\$396,142	Pantego	\$12,898
Comanche	\$16,503	Paradise	\$52
Comanche County	\$50,964	Paris	\$201,180
Combes	\$1,710	Parker	\$10,307
Combine	\$1,892	Parker County	\$476,254
Commerce	\$33,869	Parmer County	\$15,866
Como	\$415	Pasadena	\$356,536

Concho County	\$3,859	Pattison	\$1,148
Conroe	\$466,671	Patton Village	\$9,268
Converse	\$27,693	Payne Springs	\$1,770
Cooke County	\$200,451	Pearland	\$333,752
Cool	\$731	Pearsall	\$11,570
Coolidge	\$243	Pecan Gap	\$719
Cooper	\$362	Pecan Hill	\$229
Coppell	\$86,593	Pecos	\$7,622
Copper Canyon	\$489	Pecos County	\$46,997
Copperas Cove	\$133,492	Pelican Bay	\$1,199
Corinth	\$75,298	Penelope	\$415
Corpus Christi	\$1,812,707	Penitas	\$312
Corral City	\$143	Perryton	\$23,364
Corrigan	\$21,318	Petersburg	\$1,691
Corsicana	\$87,310	Petrolia	\$17
Coryell County	\$123,659	Petronila	\$5
Cottle County	\$875	Pflugerville	\$86,408
Cottonwood	\$289	Pharr	\$144,721
Cottonwood Shores	\$1,203	Pilot Point	\$11,613
Cotulla	\$1,251	Pine Forest	\$3,894
Coupland	\$266	Pine Island	\$3,141
Cove	\$387	Pinehurst	\$32,671
Covington	\$519	Pineland	\$4,138
Coyote Flats	\$1,472	Piney Point Village	\$15,738
Crandall	\$12,094	Pittsburg	\$20,526
Crane	\$10,599	Plains	\$129
Crane County	\$26,146	Plainview	\$60,298
Cranfills Gap	\$128	Plano	\$1,151,608
Crawford	\$383	Pleak	\$270
Creedmoor	\$16	Pleasant Valley	\$308
Cresson	\$1,086	Pleasanton	\$29,011
Crockett	\$23,403	Plum Grove	\$258
Crockett County	\$18,210	Point	\$1,519
Crosby County	\$18,388	Point Blank	\$355
Crosbyton	\$1,498	Point Comfort	\$447
Cross Plains	\$4,877	Point Venture	\$588
Cross Roads	\$244	Polk County	\$370,831
Cross Timber	\$542	Ponder	\$1,282
Crowell	\$6,335	Port Aransas	\$31,022
Crowley	\$22,345	Port Arthur	\$367,945

Crystal City	\$19,412	Port Isabel	\$9,802
Cuero	\$24,689	Port Lavaca	\$11,752
Culberson County	\$789	Port Neches	\$38,849
Cumby	\$5,320	Portland	\$76,517
Cuney	\$606	Post	\$2,332
Cushing	\$1,120	Post Oak Bend City	\$1,034
Cut and Shoot	\$2,141	Poteet	\$6,767
DISH	\$19	Poth	\$3,974
Daingerfield	\$12,476	Potter County	\$371,701
Daisetta	\$5,370	Pottsboro	\$12,302
Dalhart	\$11,609	Powell	\$110
Dallam County	\$21,686	Poynor	\$1,180
Dallas County	\$8,538,291	Prairie View	\$7,600
Dallas	\$2,999,902	Premont	\$3,321
Dalworthington Gardens	\$6,060	Presidio	\$148
Danbury	\$4,231	Presidio County	\$787
Darrouzett	\$101	Primera	\$2,958
Dawson	\$600	Princeton	\$19,245
Dawson County	\$46,911	Progreso	\$8,072
Dayton	\$47,122	Progreso Lakes	\$39
Dayton Lakes	\$38	Prosper	\$22,770
De Kalb	\$1,035	Providence Village	\$508
De Leon	\$8,218	Putnam	\$14
De Witt County	\$68,895	Pyote	\$22
DeCordova	\$13,778	Quanah	\$207
DeSoto	\$72,400	Queen City	\$4,837
Deaf Smith County	\$34,532	Quinlan	\$7,304
Dean	\$141	Quintana	\$492
Decatur	\$56,669	Quitaque	\$8
Deer Park	\$49,388	Quitman	\$15,619
Del Rio	\$59,056	Rains County	\$53,190
Dell City	\$15	Ralls	\$3,967
Delta County	\$30,584	Rancho Viejo	\$3,836
Denison	\$210,426	Randall County	\$278,126
Denton	\$458,334	Ranger	\$12,186
Denton County	\$1,132,298	Rankin	\$1,613
Denver City	\$2,104	Ransom Canyon	\$930
Deport	\$42	Ravenna	\$685
Detroit	\$965	Raymondville	\$7,466
Devers	\$191	Reagan County	\$25,215

Devine	\$4,354	Real County	\$5,073
Diboll	\$25,533	Red Lick	\$23
Dickens	\$71	Red Oak	\$26,843
Dickens County	\$1,873	Red River County	\$29,306
Dickinson	\$83,683	Redwater	\$1,058
Dilley	\$2,633	Reeves County	\$103,350
Dimmit County	\$33,294	Refugio	\$8,839
Dimmitt	\$1,012	Refugio County	\$46,216
Dodd City	\$1,211	Reklaw	\$1,136
Dodson	\$447	Reno	\$3,791
Domino	\$196	Reno	\$11,164
Donley County	\$22,370	Retreat	\$52
Donna	\$13,798	Rhome	\$12,285
Dorchester	\$231	Rice	\$1,972
Double Oak	\$4,765	Richardson	\$260,315
Douglassville	\$574	Richland	\$210
Dripping Springs	\$811	Richland Hills	\$24,438
Driscoll	\$39	Richland Springs	\$2,234
Dublin	\$14,478	Richmond	\$77,606
Dumas	\$26,229	Richwood	\$12,112
Duncanville	\$58,328	Riesel	\$1,118
Duval County	\$49,109	Rio Bravo	\$8,548
Eagle Lake	\$4,882	Rio Grande City	\$25,947
Eagle Pass	\$56,005	Rio Hondo	\$3,550
Early	\$14,838	Rio Vista	\$4,419
Earth	\$242	Rising Star	\$1,933
East Bernard	\$5,554	River Oaks	\$11,917
East Mountain	\$2,494	Riverside	\$858
East Tawakoni	\$2,723	Roanoke	\$275
Eastland	\$15,896	Roaring Springs	\$461
Eastland County	\$52,275	Robert Lee	\$85
Easton	\$329	Roberts County	\$547
Ector	\$1,108	Robertson County	\$44,642
Ector County	\$480,000	Robinson	\$18,002
Edcouch	\$4,101	Robstown	\$40,154
Eden	\$497	Roby	\$428
Edgecliff Village	\$2,232	Rochester	\$674
Edgewood	\$13,154	Rockdale	\$20,973
Edinburg	\$120,884	Rockport	\$54,253
Edmonson	\$136	Rocksprings	\$25

Edna	\$18,194	Rockwall	\$114,308
Edom	\$2,149	Rockwall County	\$168,820
Edwards County	\$975	Rocky Mound	\$280
El Campo	\$31,700	Rogers	\$3,818
El Cenizo	\$621	Rollingwood	\$4,754
El Lago	\$5,604	Roma	\$16,629
El Paso	\$1,224,371	Roman Forest	\$8,610
El Paso County	\$2,592,121	Ropesville	\$2,122
Eldorado	\$50	Roscoe	\$778
Electra	\$15,716	Rose City	\$4,012
Elgin	\$26,284	Rose Hill Acres	\$2,311
Elkhart	\$301	Rosebud	\$1,489
Ellis County	\$315,372	Rosenberg	\$126,593
Elmendorf	\$746	Ross	\$147
Elsa	\$7,720	Rosser	\$549
Emhouse	\$83	Rotan	\$1,493
Emory	\$3,878	Round Mountain	\$454
Enchanted Oaks	\$1,299	Round Rock	\$475,992
Encinal	\$1,515	Round Top	\$140
Ennis	\$81,839	Rowlett	\$99,963
Erath County	\$102,616	Roxton	\$47
Escobares	\$40	Royse City	\$23,494
Estelline	\$909	Rule	\$800
Eules	\$92,824	Runaway Bay	\$6,931
Eureka	\$334	Runge	\$255
Eustace	\$2,089	Runnels County	\$33,831
Evant	\$2,068	Rusk	\$17,991
Everman	\$7,692	Rusk County	\$151,390
Fair Oaks Ranch	\$8,077	Sabinal	\$1,811
Fairchilds	\$81	Sabine County	\$46,479
Fairfield	\$1,245	Sachse	\$23,400
Fairview	\$32,245	Sadler	\$925
Falfurrias	\$2,221	Saginaw	\$31,973
Falls City	\$41	Salado	\$3,210
Falls County	\$34,522	San Angelo	\$536,509
Fannin County	\$131,653	San Antonio	\$4,365,416
Farmers Branch	\$94,532	San Augustine	\$25,182
Farmersville	\$10,532	San Augustine County	\$37,854
Farwell	\$343	San Benito	\$40,015
Fate	\$3,473	San Diego	\$11,771

Fayette County	\$92,440	San Elizario	\$7,831
Fayetteville	\$391	San Felipe	\$1,498
Ferris	\$13,873	San Jacinto County	\$197,398
Fisher County	\$5,518	San Juan	\$28,845
Flatonia	\$5,661	San Leanna	\$36
Florence	\$3,949	San Marcos	\$325,688
Floresville	\$21,699	San Patricio	\$4,213
Flower Mound	\$215,256	San Patricio County	\$271,916
Floyd County	\$9,049	San Perlita	\$2,219
Floydada	\$6,357	San Saba	\$10,057
Foard County	\$5,764	San Saba County	\$17,562
Follett	\$212	Sanctuary	\$17
Forest Hill	\$26,132	Sandy Oaks	\$9,863
Forney	\$80,112	Sandy Point	\$1,637
Forsan	\$576	Sanford	\$308
Fort Bend County	\$1,506,719	Sanger	\$22,237
Fort Stockton	\$4,411	Sansom Park	\$223
Fort Worth	\$2,120,790	Santa Anna	\$329
Franklin	\$3,931	Santa Clara	\$87
Franklin County	\$25,783	Santa Fe	\$33,272
Frankston	\$274	Santa Rosa	\$2,138
Fredericksburg	\$56,486	Savoy	\$2,349
Freeport	\$72,973	Schertz	\$60,110
Freer	\$3,271	Schleicher County	\$5,695
Freestone County	\$50,495	Schulenburg	\$2,560
Friendswood	\$140,330	Scotland	\$148
Frio County	\$19,954	Scottsville	\$708
Friona	\$2,848	Scurry	\$1,110
Frisco	\$405,309	Scurry County	\$73,116
Fritch	\$4,548	Seabrook	\$30,270
Frost	\$321	Seadrift	\$991
Fruitvale	\$2,344	Seagoville	\$17,106
Fulshear	\$5,272	Seagraves	\$7,531
Fulton	\$1,602	Sealy	\$20,637
Gaines County	\$54,347	Seguin	\$376,538
Gainesville	\$153,980	Selma	\$22,429
Galena Park	\$13,093	Seminole	\$16,092
Gallatin	\$1,253	Seven Oaks	\$3,917
Galveston	\$488,187	Seven Points	\$7,452
Galveston County	\$1,124,093	Seymour	\$14,218

Ganado	\$5,510	Shackelford County	\$1,288
Garden Ridge	\$11,351	Shady Shores	\$594
Garland	\$420,244	Shallowater	\$1,907
Garrett	\$2,510	Shamrock	\$4,328
Garrison	\$3,555	Shavano Park	\$3,178
Gary City	\$450	Shelby County	\$109,925
Garza County	\$8,944	Shenandoah	\$47,122
Gatesville	\$26,994	Shepherd	\$147
George West	\$6,207	Sherman	\$330,585
Georgetown	\$225,896	Sherman County	\$7,930
Gholson	\$1,505	Shiner	\$4,042
Giddings	\$12,674	Shoreacres	\$958
Gillespie County	\$63,191	Silsbee	\$66,442
Gilmer	\$33,951	Silverton	\$14
Gladewater	\$24,638	Simonton	\$1,906
Glasscock County	\$1,000	Sinton	\$23,658
Glen Rose	\$540	Skellytown	\$400
Glenn Heights	\$16,593	Slaton	\$154
Godley	\$3,115	Smiley	\$655
Goldsmith	\$677	Smith County	\$758,961
Goldthwaite	\$1,225	Smithville	\$17,009
Goliad	\$3,563	Smyer	\$300
Goliad County	\$34,660	Snook	\$1,422
Golinda	\$100	Snyder	\$9,018
Gonzales	\$14,882	Socorro	\$11,125
Gonzales County	\$33,230	Somerset	\$1,527
Goodlow	\$221	Somervell County	\$57,076
Goodrich	\$9,643	Somerville	\$3,806
Gordon	\$365	Sonora	\$7,337
Goree	\$749	Sour Lake	\$17,856
Gorman	\$3,107	South Houston	\$25,620
Graford	\$23	South Mountain	\$154
Graham	\$235,428	South Padre Island	\$30,629
Granbury	\$71,735	Southlake	\$70,846
Grand Prairie	\$445,439	Southmayd	\$7,096
Grand Saline	\$36,413	Southside Place	\$885
Grandfalls	\$65	Spearman	\$14,000
Grandview	\$6,600	Splendora	\$7,756
Granger	\$2,741	Spofford	\$7
Granite Shoals	\$11,834	Spring Valley Village	\$16,404

Granjeno	\$43	Springlake	\$3
Grapeland	\$7,287	Springtown	\$14,244
Grapevine	\$129,195	Spur	\$427
Gray County	\$65,884	St. Hedwig	\$111
Grays Prairie	\$17	St. Jo	\$7,360
Grayson County	\$539,083	St. Paul	\$21
Greenville	\$203,112	Stafford	\$75,145
Gregg County	\$243,744	Stagecoach	\$3,036
Gregory	\$4,697	Stamford	\$398
Grey Forest	\$474	Stanton	\$3,838
Grimes County	\$94,878	Staples	\$19
Groesbeck	\$5,745	Star Harbor	\$151
Groom	\$965	Starr County	\$99,896
Groves	\$40,752	Stephens County	\$35,244
Groveton	\$8,827	Stephenville	\$83,472
Gruver	\$1,166	Sterling City	\$62
Guadalupe County	\$146,824	Sterling County	\$939
Gun Barrel City	\$36,302	Stinnett	\$4,097
Gunter	\$4,609	Stockdale	\$741
Gustine	\$34	Stonewall County	\$1,822
Hackberry	\$94	Stratford	\$8,378
Hale Center	\$6,042	Strawn	\$987
Hale County	\$79,150	Streetman	\$5
Hall County	\$8,933	Sudan	\$32
Hallettsville	\$6,895	Sugar Land	\$321,561
Hallsburg	\$272	Sullivan City	\$6,121
Hallsville	\$10,239	Sulphur Springs	\$124,603
Haltom City	\$71,800	Sun Valley	\$4
Hamilton	\$3,581	Sundown	\$2,592
Hamilton County	\$66,357	Sunnyvale	\$3,248
Hamlin	\$4,656	Sunray	\$2,571
Hansford County	\$16,416	Sunrise Beach Village	\$2,083
Happy	\$327	Sunset Valley	\$9,425
Hardeman County	\$15,219	Surfside Beach	\$6,530
Hardin	\$100	Sutton County	\$6,541
Hardin County	\$379,800	Sweeny	\$4,503
Harker Heights	\$113,681	Sweetwater	\$68,248
Harlingen	\$165,429	Swisher County	\$7,251
Harris County	\$14,966,202	Taft	\$5,861
Harrison County	\$185,910	Tahoka	\$430

Hart	\$86	Talco	\$372
Hartley County	\$786	Talty	\$9,124
Haskell	\$10,829	Tarrant County	\$6,171,159
Haskell County	\$22,011	Tatum	\$972
Haslet	\$1,908	Taylor	\$57,945
Hawk Cove	\$674	Taylor County	\$351,078
Hawkins	\$7,932	Taylor Lake Village	\$412
Hawley	\$931	Taylor Landing	\$153
Hays	\$506	Teague	\$1,714
Hays County	\$529,489	Tehuacana	\$12
Hearne	\$16,824	Temple	\$280,747
Heath	\$28,751	Tenaha	\$4,718
Hebron	\$687	Terrell	\$148,706
Hedley	\$70	Terrell County	\$5,737
Hedwig Village	\$13,067	Terrell Hills	\$9,858
Helotes	\$15,790	Terry County	\$25,423
Hemphill	\$8,035	Texarkana	\$192,094
Hemphill County	\$14,394	Texas City	\$298,702
Hempstead	\$21,240	Texhoma	\$156
Henderson	\$59,966	Texline	\$865
Henderson County	\$327,965	The Colony	\$114,297
Henrietta	\$2,720	The Hills	\$1,004
Hereford	\$20,423	Thompsons	\$1,897
Hewitt	\$19,776	Thorndale	\$1,595
Hickory Creek	\$16,510	Thornton	\$270
Hico	\$5,534	Thorntonville	\$87
Hidalgo	\$26,621	Thrall	\$825
Hidalgo County	\$1,253,103	Three Rivers	\$4,669
Hideaway	\$922	Throckmorton	\$29
Higgins	\$43	Throckmorton County	\$5,695
Highland Haven	\$320	Tiki Island	\$2,178
Highland Park	\$43,383	Timbercreek Canyon	\$369
Highland Village	\$50,315	Timpson	\$12,642
Hill Country Village	\$6,485	Tioga	\$2,390
Hill County	\$127,477	Tira	\$185
Hillcrest	\$5,345	Titus County	\$70,611
Hillsboro	\$46,609	Toco	\$4
Hilshire Village	\$859	Todd Mission	\$1,680
Hitchcock	\$28,796	Tolar	\$2,369
Hockley County	\$46,407	Tom Bean	\$2,293

Holiday Lakes	\$1,795	Tom Green County	\$282,427
Holland	\$77	Tomball	\$34,620
Holliday	\$5,910	Tool	\$14,787
Hollywood Park	\$9,424	Toyah	\$40
Hondo	\$115,288	Travis County	\$4,703,473
Honey Grove	\$7,196	Trent	\$63
Hood County	\$292,105	Trenton	\$3,089
Hooks	\$2,702	Trinidad	\$5,859
Hopkins County	\$149,518	Trinity	\$23,652
Horizon City	\$7,520	Trinity County	\$105,766
Horseshoe Bay	\$48,173	Trophy Club	\$29,370
Houston County	\$78,648	Troup	\$7,918
Houston	\$7,021,793	Troy	\$5,320
Howard County	\$89,330	Tulia	\$8,911
Howardwick	\$84	Turkey	\$737
Howe	\$9,177	Tuscola	\$138
Hubbard	\$3,635	Tye	\$1,766
Hudson	\$6,840	Tyler	\$723,829
Hudson Oaks	\$15,637	Tyler County	\$131,743
Hudspeth County	\$985	Uhland	\$1,545
Hughes Springs	\$4,442	Uncertain	\$185
Humble	\$73,952	Union Grove	\$994
Hunt County	\$309,851	Union Valley	\$666
Hunters Creek Village	\$14,708	Universal City	\$28,428
Huntington	\$8,792	University Park	\$50,833
Huntsville	\$80,373	Upshur County	\$128,300
Hurst	\$99,187	Upton County	\$8,499
Hutchins	\$9,551	Uvalde	\$18,439
Hutchinson County	\$74,630	Uvalde County	\$36,244
Hutto	\$38,346	Val Verde County	\$117,815
Huxley	\$738	Valentine	\$207
Idalou	\$1,999	Valley Mills	\$2,228
Impact	\$8	Valley View	\$1,824
Indian Lake	\$473	Van	\$6,206
Industry	\$604	Van Alstyne	\$43,749
Ingleside on the Bay	\$142	Van Horn	\$211
Ingleside	\$40,487	Van Zandt County	\$248,747
Ingram	\$5,243	Vega	\$974
Iola	\$3,164	Venus	\$9,792
Iowa Colony	\$4,090	Vernon	\$81,337

Iowa Park	\$23,487	Victoria	\$84,598
Iraan	\$56	Victoria County	\$520,886
Iredell	\$216	Vidor	\$95,620
Irion County	\$9,105	Vinton	\$622
Irving	\$427,818	Volente	\$333
Italy	\$5,349	Von Ormy	\$513
Itasca	\$8,694	Waco	\$512,007
Ivanhoe	\$26	Waelder	\$3,427
Jacinto City	\$14,141	Wake Village	\$174
Jack County	\$14,799	Walker County	\$184,624
Jacksboro	\$23,254	Waller County	\$126,206
Jackson County	\$37,984	Waller	\$11,295
Jacksonville	\$80,179	Wallis	\$2,698
Jamaica Beach	\$4,913	Walnut Springs	\$183
Jarrell	\$2,423	Ward County	\$67,920
Jasper	\$78,422	Warren City	\$66
Jasper County	\$248,855	Washington County	\$83,727
Jayton	\$63	Waskom	\$5,346
Jeff Davis County	\$8,500	Watauga	\$33,216
Jefferson	\$11,194	Waxahachie	\$152,094
Jefferson County	\$756,614	Weatherford	\$207,872
Jersey Village	\$36,347	Webb County	\$505,304
Jewett	\$9,338	Webberville	\$1,280
Jim Hogg County	\$12,718	Webster	\$53,202
Jim Wells County	\$166,539	Weimar	\$5,830
Joaquin	\$810	Weinert	\$234
Johnson City	\$3,581	Weir	\$443
Johnson County	\$408,692	Wellington	\$9,111
Jolly	\$26	Wellman	\$383
Jones County	\$22,001	Wells	\$1,357
Jones Creek	\$5,078	Weslaco	\$73,949
Jonestown	\$6,419	West	\$3,522
Josephine	\$881	West Columbia	\$17,958
Joshua	\$20,619	West Lake Hills	\$17,056
Jourdanton	\$9,600	West Orange	\$42,452
Junction	\$4,825	West Tawakoni	\$6,995
Justin	\$8,575	West University Place	\$34,672
Karnes City	\$11,632	Westbrook	\$43
Karnes County	\$35,249	Westlake	\$41,540
Katy	\$52,467	Weston	\$266

Kaufman	\$27,607	Weston Lakes	\$189
Kaufman County	\$353,047	Westover Hills	\$4,509
Keene	\$38,296	Westworth Village	\$7,842
Keller	\$79,189	Wharton	\$31,700
Kemah	\$28,325	Wharton County	\$72,887
Kemp	\$6,419	Wheeler	\$447
Kempner	\$330	Wheeler County	\$26,273
Kendall County	\$100,643	White Deer	\$1,273
Kendleton	\$13	White Oak	\$15,305
Kenedy	\$676	White Settlement	\$23,304
Kenedy County	\$1,000	Whiteface	\$155
Kenefick	\$416	Whitehouse	\$29,017
Kennard	\$132	Whitesboro	\$18,932
Kennedale	\$21,024	Whitewright	\$7,098
Kent County	\$939	Whitney	\$73
Kerens	\$1,924	Wichita County	\$552,371
Kermit	\$5,652	Wichita Falls	\$832,574
Kerr County	\$218,452	Wickett	\$87
Kerrville	\$190,357	Wilbarger County	\$55,124
Kilgore	\$105,583	Willacy County	\$24,581
Killeen	\$535,650	Williamson County	\$1,195,987
Kimble County	\$20,480	Willis	\$24,384
King County	\$1,000	Willow Park	\$26,737
Kingsville	\$20,083	Wills Point	\$43,765
Kinney County	\$2,142	Wilmer	\$426
Kirby	\$8,752	Wilson	\$12
Kirbyville	\$10,690	Wilson County	\$121,034
Kirvin	\$2	Wimberley	\$724
Kleberg County	\$124,109	Windcrest	\$12,908
Knollwood	\$1,160	Windom	\$1,087
Knox City	\$1,962	Windthorst	\$3,385
Knox County	\$11,730	Winfield	\$290
Kosse	\$2,468	Wink	\$120
Kountze	\$19,716	Winkler County	\$61,163
Kress	\$186	Winnssboro	\$28,791
Krugerville	\$1,508	Winona	\$319
Krum	\$9,661	Winters	\$6,229
Kurten	\$686	Wise County	\$289,074
Kyle	\$51,835	Wixon Valley	\$441
La Feria	\$10,381	Wolfe City	\$5,466

La Grange	\$9,623	Wolfforth	\$4,022
La Grulla	\$1,708	Wood County	\$267,048
La Joya	\$8,457	Woodbranch	\$9,617
La Marque	\$98,930	Woodcreek	\$358
La Porte	\$91,532	Woodloch	\$1,012
La Salle County	\$14,975	Woodsboro	\$1,130
La Vernia	\$3,217	Woodson	\$122
La Villa	\$572	Woodville	\$20,340
La Ward	\$321	Woodway	\$25,713
LaCoste	\$159	Wortham	\$376
Lacy-Lakeview	\$11,599	Wylie	\$114,708
Ladonia	\$2,011	Yantis	\$2,072
Lago Vista	\$13,768	Yoakum County	\$34,924
Laguna Vista	\$3,689	Yoakum	\$20,210
Lake Bridgeport	\$232	Yorktown	\$5,447
Lake City	\$2,918	Young County	\$44,120
Lake Dallas	\$25,314	Zapata County	\$56,480
Lake Jackson	\$75,781	Zavala County	\$38,147
Lake Tanglewood	\$613	Zavalla	\$1,088
Lake Worth	\$20,051		

EXHIBIT C

Exhibit C: TX Opioid Council & Health Care Region Allocations plus Administrative Costs
70% of Total (\$700 million)

Health Care Region Allocation*: \$693 million; Administrative Costs: \$7 million		
Region	Counties in Health Care Region	Allocation
1	Anderson, Bowie, Camp, Cass, Cherokee, Delta, Fannin, Franklin, Freestone, Gregg, Harrison, Henderson, Hopkins, Houston, Hunt, Lamar, Marion, Morris, Panola, Rains, Red, River, Rusk, Smith, Titus, Trinity, Upshur, Van, Zandt, Wood	\$38,223,336
2	Angelina, Brazoria, Galveston, Hardin, Jasper, Jefferson, Liberty, Nacogdoches, Newton, Orange, Polk, Sabine, San Augustine, San Jacinto, Shelby, Tyler	\$54,149,215
3	Austin, Calhoun, Chambers, Colorado, Fort Bend, Harris, Matagorda, Waller, Wharton	\$120,965,680
4	Aransas, Bee, Brooks, De Witt, Duval, Goliad, Gonzales, Jackson, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Live Oak, Nueces, Refugio, San Patricio, Victoria	\$27,047,477
5	Cameron, Hidalgo, Starr, Willacy	\$17,619,875
6	Atascosa, Bandera, Bexar, Comal, Dimmit, Edwards, Frio, Gillespie, Guadalupe, Kendall, Kerr, Kinney, La Salle, McMullen, Medina, Real, Uvalde, Val Verde, Wilson, Zavala	\$68,228,047
7	Bastrop, Caldwell, Fayette, Hays, Lee, Travis	\$50,489,691
8	Bell, Blanco, Burnet, Lampasas, Llano, Milam, Mills, San Saba, Williamson	\$24,220,521
9	Dallas, Kaufman	\$66,492,094
10	Ellis, Erath, Hood, Johnson, Navarro, Parker, Somervell, Tarrant, Wise	\$65,538,414
11	Brown, Callahan, Comanche, Eastland, Fisher, Haskell, Jones, Knox, Mitchell, Nolan, Palo Pinto, Shackelford, Stephens, Stonewall, Taylor	\$9,509,818
12	Armstrong, Bailey, Borden, Briscoe, Carson, Castro, Childress, Cochran, Collingsworth, Cottle, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Floyd, Gaines, Garza, Gray, Hale, Hall, Hansford, Hartley, Hemphill, Hockley, Hutchinson, Kent, King, Lamb, Lipscomb, Lubbock, Lynn, Moore, Motley, Ochiltree, Oldham, Parmer, Potter, Randall, Roberts, Scurry, Sherman, Swisher, Terry, Wheeler, Yoakum	\$23,498,027
13	Coke, Coleman, Concho, Crockett, Irion, Kimble, Mason, McCulloch, Menard, Pecos, Reagan, Runnels, Schleicher, Sterling, Sutton, Terrell, Tom Green	\$5,195,605
14	Andrews, Brewster, Crane, Culberson, Ector, Glasscock, Howard, Jeff Davis, Loving, Martin, Midland, Presidio, Reeves, Upton, Ward, Winkler	\$12,124,354
15	El Paso, Hudspeth	\$17,994,285
16	Bosque, Coryell, Falls, Hamilton, Hill, Limestone, McLennan	\$9,452,018
17	Brazos, Burleson, Grimes, Leon, Madison, Montgomery, Robertson, Walker, Washington	\$23,042,947
18	Collin, Denton, Grayson, Rockwall	\$39,787,684
19	Archer, Baylor, Clay, Cooke, Foard, Hardeman, Jack, Montague, Throckmorton, Wichita, Wilbarger, Young	\$12,665,268
20	Jim Hogg, Maverick, Webb, Zapata	\$6,755,656
	Administrative Costs	\$7,000,000

* Each Region shall reserve 25% of its allocation for Targeted Funds under the guidelines of Exhibit A.

EXHIBIT K

Subdivision Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Settlement Participation Form

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of

Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Approval of Attorney General Global Opioid Settlement Agreement





**City Council
Agenda Memo**

City Council Meeting Date: 10/28/2021

TO: Robert Hanna, City Manager

FROM: Brenda Alexander, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Public Hearing and Take Action on Approving a Contract Renewal for Employee Assistance Program (EAP) Services (Brenda Alexander)

GENERAL INFORMATION

As part of the City's benefits package to employees, the City of Abilene offers employee assistance services to all employees through a third-party provider. The services are at no cost to employees and provide valuable assistance such as confidential counseling services (up to 5 per employee per problem per year), referrals, personal and professional training, HelpNet and LawAccess, SafeRide, critical incident stress defriefings, newsletters, etc., all designed to help employees be successful when faced with life issues. The current services provider is with Alliance Work Partners and their contract expires on 10/31/21.

SPECIAL CONSIDERATIONS

Notices were published for RFP #CB-2142 Employee Assistance Program on 7/18/21 and 7/25/21. Proposals were due on 8/6/21 and evaluated by our benefits consultant, McGriff. Four (4) providers responded. The most advantageous proposal was received from our incumbent, Alliance Work Partners (AWP), as follows:

Provider Alliance Work Partners
Estimated Annual Cost \$26,376.00 (\$1.57 per employee per month)
Estimated 3-year Guarantee* \$79,128.00

*Alliance Work Partners will provide a 3-year rate guarantee. The effective date is 11/1/21 and the contract shall automatically renew annually, unless either party terminates. Either party may terminate with a 90-day notice.

FUNDING/FISCAL IMPACT

The annual cost proposed by Alliance Work Partners includes an 11.3% decrease from the current cost, going from \$29,736.00 annually (\$1.77 per employee per month) to \$26,376.00 annually (\$1.57 per employee per month). Funding is budgeted in the Self-Insurance Fund.

STAFF RECOMMENDATION

It is the recommendation of staff, as well as that of our consultants, McGriff, that the City accept the proposal from Alliance Work Partners.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution
2. (updated) City of Abilene Contract
3. AWP RFP presentation

RESOLUTION NO. _____

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING THE CONTRACT RENEWAL FOR EMPLOYEE ASSISTANCE PROGRAM
SERVICES FOR THE CITY OF ABILENE.**

WHEREAS, the City of Abilene maintains a comprehensive benefits package for employees and offers employee assistance services through a third-party provider at no cost to all its employees, and

WHEREAS, the current services provider is Alliance Work Partners, and

WHEREAS, the current contract with Alliance Work Partners expires on October 31, 2021, and

WHEREAS, the City wishes to continue providing employee assistance services to its employees, and

WHEREAS, the City published notices in the Abilene Reporter News for sealed proposals under RFP #CB-2142 on July 18, 2021 and July 25, 2021, and proposals were due on August 6, 2021, and

WHEREAS, the City of Abilene, through its benefits consultants, McGriff, received and evaluated the proposals received for said services, and

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

PART 1: That the Employee Assistance Program services proposal most advantageous to the City was provided by Alliance Work Partners.

PART 2: That the City Manager, or his designee, is hereby authorized to execute documents with Alliance Work Partners in order to continue providing services effective November 1, 2021.

PASSED this 28th day of October, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Alliance Work Partners
A professional service of Workers Assistance Program, Inc.
PURCHASE OF SERVICES AGREEMENT

☐ New ☒ **Renewal**

DEFINITIONS:

- A. Eligible Participant means any employee of COMPANY who is included among the monthly head count on which the CAPITATED RATE is based, as well as any dependent living at the same residence of such an employee.
- B. Covered Services means the selection of services provided in this AGREEMENT in Exhibit I.
- C. "Employee" and Company Employee, whether or not capitalized and whether singular or plural, shall mean an employee or those employees of the COMPANY included among the monthly head count on which the CAPITATED RATE is based and who are eligible for the services provided by AWP pursuant to this Agreement.

ATTENTION SIGNATORY:

Initials are requested at the bottom of each page, however, a full signature in ENTIRE AGREEMENT section will be treated as agreement to all the terms in the exhibits and the basis for commencement of the contract.

This PURCHASE OF SERVICES AGREEMENT and attached Exhibits I and II, (hereinafter "AGREEMENT"), is executed on _____, Tax I.D.# _____ by and between Alliance Work Partners, (hereinafter "AWP") and _____ (hereinafter "COMPANY"), (AWP and Company are hereinafter sometimes referred to collectively as the "parties" and individually as a "party," whether or not capitalized) and the parties do hereby covenant and agree as follows:

1. **PURCHASE OF SERVICES:** COMPANY purchases and AWP agrees to provide the following services for the term and upon the conditions set forth in this AGREEMENT and in the following Exhibits:
 - a. **Description of Services - Exhibit I.**
 - b. **Fee Schedule and Conditions - Exhibit II.**
2. **TERM:** This AGREEMENT shall commence, and services will begin on 11/1/2021 and shall automatically renew on the anniversary date each year, unless either party earlier terminates. This AGREEMENT can be terminated at any time by either party after providing to the other party advance notice of not less than ⁹⁰ days of such termination. Notwithstanding the foregoing, AWP may terminate this AGREEMENT or suspend in total all obligations under PURCHASE OF SERVICES AGREEMENT immediately if any payment due pursuant to this AGREEMENT reaches 90 days past due. Services, if suspended, shall be reinstated in full upon confirmation and clearance of payment due for all past due amounts.

AWP Initials: COMPANY Initials:
Rev. Approved :5/12/2020

3. **LOCATION:** All training, consultation, professional and organizational development for COMPANY and/or Eligible Participants shall take place on premises provided by COMPANY, unless otherwise agreed to by AWP for a specific event. Assessment, referral, and brief counseling services provided to Eligible Participants will be conducted at a convenient, appropriate AWP office or other office arranged by AWP that is accessible by the Eligible Participant and AWP service providers.
4. **AMENDMENTS:** This AGREEMENT may be amended at any time by mutual agreement of the parties hereto, but any such amendment shall not be operative or valid unless the same is reduced to writing, executed by the parties involved, and attached hereto.
5. **CONFIDENTIALITY:** Subject to the Texas Public Information Act, AWP and COMPANY agree not to use for any purpose other than the performance of this AGREEMENT, or to disclose to others any confidential or proprietary technical or business information of the other party obtained in connection with the performance of any services rendered without the prior written consent of the other party. Each party will treat and will require its agents to treat as strictly confidential all information it has learned in the course of this AGREEMENT, including any Protected Health Information (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("**HITECH**") that may be generated in the provision of Covered Services.
6. **NOTICES:** Any notices required or permitted to be given hereunder shall be mailed, postage prepaid, certified mail, return receipt requested, or delivered in person to the parties at the following addresses:
Alliance Work Partners
2525 Wallingwood Drive, Building 5
Austin, Texas 78746

City of Abilene
555 Walnut St
Abilene, TX 79601

Other addresses, including, but not limited to invoicing address may be designated by either party upon written notice to the other party. All communications, notices, or other written instruments shall be deemed to have been delivered when actually delivered in person to the respective party, or if mailed, done in accordance with this section on the mailing date, or if emailed, specifically sent to *am@alliancewp.com* email address.

7. **ADDITIONAL TERMS:**

N/A

8. **FORCE MAJEURE:** If and to the extent that a party's performance of any of its obligations pursuant to this Agreement is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, strikes, labor disputes, epidemic, pandemic, or any other similar cause beyond the reasonable control of such party (each, a "**Force Majeure Event**"), then the non-performing, hindered or delayed party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues; provided, that such party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. Notwithstanding the preceding sentence, if the Force Majeure Event continues for a period of more than thirty (30) days, either party may thereafter deliver a notice of termination to the other party to be effective ten (10) days after receipt of such notice unless the Force Majeure Event has then ended. The party whose performance is prevented, hindered or delayed by a Force Majeure Event shall reasonably promptly notify the other party in writing of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

ENTIRE AGREEMENT: This AGREEMENT constitutes the entire understanding of the parties relating to the matters discussed herein, and no prior, contemporaneous or subsequent oral or e-mail agreement, understanding, representations or agreement shall be binding unless this AGREEMENT is amended in writing pursuant to the terms of Paragraph 4, above.

Each of those executing this AGREEMENT warrants and represents that (s)he is authorized to bind his/her principal and execute this AGREEMENT in the capacity indicated.

ALLIANCE WORK PARTNERS

Signature: _____ Date: _____

Print Name: _____ Title: _____

COMPANY

Signature: _____ Date: _____

Print Name: _____ Title: _____

Exhibit I
Description of Services

STANDARD SERVICES INCLUDED IN THIS AGREEMENT

Subject to the terms and conditions described herein, AWP will provide the following services:

1. Unlimited Consultation Including Assistance with the Development of Policies and Procedures.

AWP provides workplace assistance to develop drug-free and alcohol-free workplace policies and procedures integrated with current human resource policies that will meet all applicable state and federal requirements, including U.S. DOT regulations. Management Consultation is included at no extra charge in the form of coaching and telephone consultation to help management with confronting troubled employees, recommending procedural referrals, intervention techniques, follow-up, impact on the work team, and disclosure of confidential information. Ongoing support is also provided for oversight and ongoing technical assistance for HR policy and procedure coordination and review, unlimited management consultations, and workplace-related activities.

2. Critical Incident Stress Debriefings.

Critical Incident Response Categories

- A. Critical Incident Stress Debriefing (CISD): CISD is an included service at no additional charge, for Eligible Participants covered by this AGREEMENT, on the conditions provided in this paragraph A. CISD is a group intervention designed to relieve the stress and trauma induced by a crisis impacting the work group of employees included among Eligible Participants. There is no limit to the number of precipitating events for which CISD services may be requested. A maximum of Five (5) hours of scheduled group services shall be provided in connection with any one precipitating event. Hours requested beyond the five (5) hours included for each precipitating event are subject to additional cost per the terms and conditions provided in paragraph C of this Section 2. Services will be scheduled at a mutually agreeable time during the period between three and seven days after the request for service is received by AWP. COMPANY agrees that a minimum of five (5) Eligible Participants will be scheduled to participate in a scheduled debriefing. If fewer than five (5) Eligible Participants are present at the agreed upon scheduled start time, the scheduled services will be considered On-site Counseling services for which COMPANY will be charged according to the rates and conditions provided in paragraph C of this Section 2, whether or not an Eligible Participant elects to meet with the facilitator. If no Eligible Participants are present 15 minutes after the agreed upon scheduled start time, COMPANY will be charged the rate in accordance with the conditions applicable to On-site Counseling provided in paragraph C of this Section 2 for the duration of the scheduled time requested by COMPANY, and the facilitator shall then be free to leave. Services will be performed by qualified individuals, certified to conduct CISD services.
- B. Expedited Response: Expedited response (any request for service to occur less than 48 hours notification to AWP) is available at an additional charge to COMPANY. AWP will provide on-site crisis counselor(s) within 5 to 48 hours of notification of a traumatic event by COMPANY. Requests received after 3pm Central Time Monday through Friday, shall be arranged for the next business day. Services include informal

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outreach, check-in, supportive listening, problem-solving for immediate needs, assessment of mental/emotional health, and make recommendations as needed. Face-to-face counseling or other support services may be arranged as needed. COMPANY agrees to pay an amount of \$300.00 per hour (two hours minimum required) for Expedited Response services, as well as \$200.00 per hour (one hour minimum required) for travel to Company's site by counselor(s). COMPANY agrees to pay for total time requested, whether or not Eligible Participants attend/utilize services. Services will be performed by qualified Masters level counselors, holding recognized licenses meeting State regulations.

- C. **On-site Counseling/Grief Support:** Formal one-on-one on-site counseling is available at an additional charge to COMPANY. AWP will provide one-on-one, on-site counseling for Eligible Participants of COMPANY, at a private and confidential location provided by COMPANY, upon request. Services scheduled to take place during normal business hours of 8am to 5pm, Monday through Friday, are charged at the rate of \$250.00 per hour (two hours minimum required), as well as \$95.00 per hour (one hour minimum required) of travel time. Requests by COMPANY for scheduled on-site counseling/grief support falling outside of the times listed above are charged at the rate of \$300.00 per hour (two hours minimum required), as well as \$95.00 per hour (one hour minimum required) of travel time. COMPANY agrees to pay for the total time requested and actual travel time, whether or not Eligible Participants attend/utilize services. Services will be performed by qualified Masters level counselors, holding recognized licenses meeting State regulations.

3. Call Center Services 24 / 7 / 365 Provide Unlimited Assessment and Referral Services to Employees and Family Members.

Includes unlimited calls to our Intake and Referral Department for the purpose of need assessment and referral to either additional AWP covered services or resources in the community. Our staff can conduct research on behalf of the Eligible Participant and attempt to provide at least three (3) targeted referrals specific to the needs of the Eligible Participant.

4. Case Management Services.

Case Management Services include crisis intervention, referral to outside treatment resources, referral to community resources, consultation with treatment and service providers, and follow-up support to the Eligible Participant.

5. Program Orientations to Supervisors and Staff.

Company employee and supervisor program orientations are designed to provide information on how to access AWP workplace services. Supervisors also learn how beneficial AWP can be for increasing Company employee performance and retention when facing challenges.

6. Promotional Materials Including Brochures, Wallet-cards, Posters and a Monthly Newsletter for Employees and a Monthly Newsletter for Supervisors.

Additionally, an orientation in online video-streaming formats is made available to all programs.

7. Personal, Professional Training and Onsite Services.

Up to Twelve - (12) hours per year of onsite training, webinar training, health fair participation, open enrollment participation, or wellness fair participation will be

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provided by AWP. Onsite training, webinar training, health fair participation, etc., outside the maximum number of hours are available for purchase on a fee-for-service basis as per Exhibit II, Section 3.

Professional Development Seminars and Organizational Training are designed to provide useful information and practical skills to Company employees and supervisors; as well as, to reduce risk or liability for companies and organizations.

Topics may be selected at the discretion of COMPANY and coordinated with AWP for presentation. Please reference the Training Catalog for a listing of available topics.

TRAINING REQUESTS & SCHEDULING:

Generally, training requests require a minimum one (1) hour and five (5) Company employees per class. Any exemption request to the minimum number of Company employees must be discussed and agreed to prior to finalizing such training request.

A 48-hour advance notice is required for cancellations on finalized and scheduled onsite services or trainings. Cancellations of less than 48-hour notice will result, at AWP's election, in either a reduction in annual hours allotted for onsite services and training to COMPANY, or a \$200 per hour fee will be charged COMPANY for the number of hours scheduled and then subsequently cancelled.

8. Short-term Counseling Services.

For each Eligible Participant, up to five (5) sessions are provided per issue, per year for face-to-face, video or telephonic counseling for short-term problem resolution. Eligible Participants are required to complete counseling on their initial issue prior to starting counseling with a different counselor on a new issue. Eligible Participants may call back with a new issue at any time. If it has been less than ninety (90) days since completion of EAP counseling with one provider, the Eligible Participant will be referred to a different counselor for a new issue. If it has been over ninety (90) days, the Eligible Participant may see the same counselor again.

EAP counseling is short term in nature. It may be necessary to refer an Eligible Participant into their network for long-term therapy if more than five (5) sessions are necessary to address the presenting issue.

All Work/Life balance, legal and financial issues may be addressed simultaneously and independently from this process.

9. Referrals to Long-term Treatment Resources, if Appropriate.

AWP will refer Eligible Participants to the treatment resources AWP considers appropriate, including but not limited to financial and legal advisors, physicians, psychologists, public and private agencies, and in/out network treatment facilities within the financial means of the Eligible Participant. All fees charged by the long-term resources will be the responsibility of the Eligible Participant.

10. Safe Ride Program.

The Safe Ride Program can save lives. It encourages Eligible Participants whose driving may become impaired while away from home, to call a cab or ride share service. The process is simple and confidential - the COMPANY will never know - and the cab fee is

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reimbursed by AWP. Reimbursement requires documented receipt of one-way travel and is for cab fare only, not to include tips, surge fees, wait times, tolls or any other charge other than the fare, up to \$50 per eligible use. To promote healthy choices, the program may only be used up to three times by an Eligible Participant. An Eligible Participant using Safe Ride more than once in a 12-month period or three (3) times within a 36-month period will be scheduled for a confidential visit with one of our substance abuse counselors in order to receive cab reimbursement. Three (3) years from the third use, the Eligible Participant's ability to utilize Safe Ride will be reinstated.

11. Appropriate Statistical Reporting Subject to the Restrictions Under Applicable Laws Relating to Client Confidentiality and Privacy.

Trending and Reports include utilization, follow-up, and statistical information that meet standards for ethics, legality, and confidentiality.

12. LawAccess - Legal and Financial Services.

Legal and financial assistance is provided to Eligible Participants through LawAccess, by offering a free half-hour consultation by phone or in-person per issue per year, and a discount of up to 25% on continued consultation. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

13. HelpNet - Online Services.

HelpNet web-based services provide resource articles, tips, and tools on balancing work and family life, as well as a comprehensive wellness platform with a health risk and wellbeing assessment that instantly connects Eligible Participants to the EAP and health coaches. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

14. U.S. Department of Transportation SAP Services ☐ Included ☒ Not Included
This includes referrals to our national network of Substance Abuse Professionals (SAPs) who meet U.S. DOT's criteria for performing all required SAP duties through AWP's turnkey coordination of SAP and case management services.

15. WellCoach ☐ Included ☒ Not Included

WellCoach delivers preventive health and complimentary care, coaching and educational services to encourage Eligible Participants to become and remain healthy. AWP reserves the right to change the vendor providing this service, as long as the new service provides the same or similar services.

16. Work-Life Premium ☐ Included ☒ Not Included

Work/Life Premium offers personalized research by work/life specialists who gather and research information on a variety of services from child and elder care to academic and convenience services. Research is based on the client's specified criteria after the initial request is placed.

17. PTX ☐ Included ☒ Not Included

PTX is an online Postural Therapy exercise "engine", accessible from any computer, tablet, or phone. After completing a simple interactive questionnaire, the intelligence system carefully selects approximately 10 gentle postural strengthening exercises from a library of 1,000 - and puts them in correct sequence with the right sets & reps or time for the individual's needs. Instructional videos guide the user throughout this at-home program,

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without the need for any special equipment. Among the many benefits of PTX is its low cost and best in class approach to lowering the risk of Opioid abuse or addiction.

Exhibit II
Fee Schedule and Conditions

1. **CAPITATED RATE:** Payment shall be made monthly by COMPANY to AWP for all fee-for-services covered under this AGREEMENT as may be amended. The fee shall be \$ 1.57 Per employee per month () and shall be due within thirty (30) days of the date of the AWP invoice. The current rate is predicated on 1400 Company employees.

Following the first month of service AWP will e-mail to COMPANY, on a monthly basis, an 'employee count' request asking for a COMPANY report of the number of Company employees for the requested month. All subsequent fees will be adjusted and invoiced monthly, based upon changes in the number of Company employees indicated in a response to a request for an employee count. Any additional services, billed on a fee-for-service basis, are due within thirty (30) days of the date of the AWP invoice.

Should COMPANY not provide an e-mail response to AWP requests for the 'employee count' by the 5th of each month, AWP will invoice, and COMPANY shall pay the AWP invoiced amount - based upon the last available 'employee count' AWP received. COMPANY will not be entitled to any reduction in a monthly fee based on a reduced number of Company employees if the employee count is not timely provided by COMPANY for the applicable month. Any necessary invoice adjustments based on a change in employee count timely provided by COMPANY will be prepared by AWP and submitted to COMPANY in the next subsequent billing cycle. If an 'employee count' is later confirmed to be greater than the employee count used in invoicing for any month, the amount owing for each such affected month shall be adjusted, as applicable, and any such increased amount owing for such month(s) shall be invoiced by AWP and payable within 30 days of the date of invoice.

2. **RATE GUARANTEE:** AWP will provide a 3 year rate guarantee from 11/1/2021 - 10/31/2024 . AWP will provide thirty (30) days' notice prior to any rate escalation. Fees are based on the employee count reported by COMPANY. The employee count should include all active COMPANY employees. Household members sharing the same address as a COMPANY employee, dependents (spouses and children through age 26), retirees and terminated employees although covered, are not included in the employee count. Notwithstanding the foregoing, a terminated employee shall: (i) be an Eligible Participant for only six (6) months after the last date of employment with the COMPANY, and (ii) shall be eligible for one session for the purpose of assessment and referral to a third-party provider during the period six (6) month to one year after the last date of employment with the COMPANY.

3. **FEE-FOR-SERVICE RATES AND CONDITIONS:** Services, not otherwise specified, billed on a fee-for-service basis are itemized as follows:

Ad hoc reporting (any requested report outside of our normal reporting) is available for \$150.00 per hour with a one-hour minimum for all requests.

Mediation services are available by arrangement. Contact the account manager for a price quote.

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On-site counseling (unrelated to Critical Incident Response Categories above) is available on a fee for service basis at the rate of \$150.00 per hour plus travel expenses.

For services beyond the number of hours allotted for Personal, Professional Training and Onsite Services in EXHIBIT I #7 of this AGREEMENT, the fee is \$200 per hour plus travel expenses if applicable (distance calculated to be 50 miles or greater based on CUSTOMER service address provided and AWP originating office).

A Training Inventory Catalog with specialized curriculum, Talent Management, and Organizational Development services is available from the Account Manager. Rates are \$200 per hour for specialized curriculum in the Training Inventory Catalog. These services are not included in those provided through EXHIBIT I #7. A separate quote from the Account Manager can be provided upon request.

Except as otherwise provided in this Agreement with regard to Critical Incident Response Categories, scheduled onsite services and/or trainings require a 48-hour, in advance cancellation notice. Cancellations received with less than the required 48-hour notice will result, at AWP's election, in either an adjustment to the maximum annual hours for the same onsite services or training, or a \$200 per hour charge to COMPANY in an amount equal to the hours scheduled and cancelled without the required advance notice.

AWP Initials: COMPANY Initials:
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AWP Initials:

COMPANY Initials:

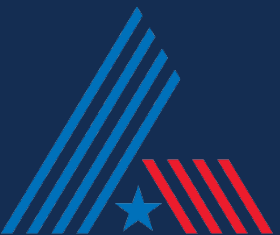
Rev. Approved :5/12/2020

Resolution: Employee Assistance Program (EAP) Services



Employee Assistance Program Services

- The City offers an employee assistance program for all employees to utilize at no cost to employees
- Various services provided include:
 - ❖ Confidential counseling sessions (up to 5 per employee, per problem, per year)
 - ❖ Procedural referrals
 - ❖ Personal and professional training
 - ❖ HelpNet and LawAccess services
 - ❖ SafeRide
 - ❖ Critical incident stress debriefings
 - ❖ Newsletters
 - ❖ Webinars
 - ❖ Procedural consultations
- The current services contract with Alliance Work Partners expires 10/31/21
- The City's benefits consultant, McGriff, solicited and evaluated proposals on behalf of the City

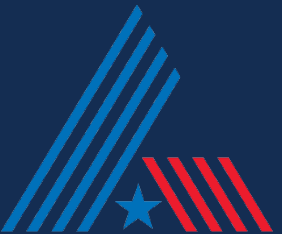


Employee Assistance Program Services

- RFP #CB-2142 was issued on 7/19/21 with a deadline of 8/6/21
- Four (4) vendors responded and were evaluated by McGriff
- The incumbent, Alliance Work Partners (AWP), submitted the most advantageous proposal
- AWP's annual cost decreased from the current amount of \$29,736 (\$1.77 per employee per month) to \$26,376 (\$1.57 per employee per month) The effective date would be 11/1/21 with an initial term of three (3) years at a fixed guaranteed rate, then renews annually for an additional three years upon written agreement of fees and services by both parties. **The total cost for the three (3) year fixed guarantee is \$79,128.**
- Either party may terminate with a 60-day notice
- The City is satisfied with the services provided by AWP and recommends accepting their proposal



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 10/28/2021

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve the Purchase of two El Dorado 32 feet-long Replacement Buses for CityLink (Don Green)

GENERAL INFORMATION

CityLink Transit is recommending the purchase of two large 32' ElDorado National EZ Rider II buses that will replace 2 existing buses that have surpassed their useful life. The two 32' ElDorado National buses are available for purchase through the State of Georgia Statewide Contract that has been approved by the Federal Transit Administration for use by all State, County, City, and Public Entities.

The City of Abilene has completed the required documentation and has been approved to purchase buses from this contract. This purchase will be made with Section 5339 funds with Transportation Development Credits to match. No City funds will be used for this purchase. The federal grant is TX-2021-124 utilizing 5339 funds from FY2018-FY2021 allocations.

The quoted price for a 32' ElDorado National bus through the State of Georgia contract from Creative Bus Sales is \$456,405.23 each. This quote is based on the same type of options as our existing buses in our fleet of the same type. The total amount for the purchase of two replacement buses is \$912,810.46.

The two buses that will be replaced are: (1) 2001 ElDorado National EZ Rider with mileage of 419,099 and classified as a 10 year/300,000-mile bus according to FTA and TXDOT guidelines surpassing its useful life; (2) 2007 ElDorado National EZ Rider with mileage of 408,935 and classified as a 12 year/500,000-mile bus according to FTA and TXDOT guidelines surpassing its useful life. Both of these buses suffered extensive hail damage in 2014 that created significant water damage and electrical issues. Both buses also require new engines and

transmissions, making the necessary repairs cost-prohibitive.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This purchase will be made with Section 5339 funds with TXDOT Transportation Development Credits to serve as the City match. No City funds will be used for this purchase. The federal grant is TX-2021-124 utilizing 5339 funds from FY2018-FY2021 allocations.

STAFF RECOMMENDATION

Staff has looked at the options of repairing the existing buses versus replacement and recommends replacement.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CityLink Bus Purchase Resolution 10-28-21
2. ADOA Price List - FY2018
3. 30 ft Bus Replacement 2021 Council info (1) (2)
4. State of Georgia DOAS Mass Transit Contract Agreement
5. 32ft Bus Purchase Presentation (10-28-21)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE PURCHASE OF TWO REPLACEMENT THIRTY-TWO FEET LONG
BUSES FROM CREATIVE BUS SALES THROUGH THE STATE OF GEORGIA
DEPARTMENT OF ADMINISTRATIVE SERVICES PURCHASING CONTRACT**

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

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

WHEREAS, CityLink has a need to replace two large buses used in its Fixed Route Service; and

WHEREAS, Creative Bus Sales provided a quote using its State of Georgia DOAS Purchasing Contract pricing, through which City of Abilene is eligible to purchase; and

WHEREAS, CityLink has funding from Federal Transit Administration (FTA) for two (2) buses at \$912,810.46 through FTA Grant TX-2021-124 utilizing 5339 funds from FY2018-FY2021 allocations. TXDOT Transportation Development Credits will cover the City's local match requirement for the FTA. There is no cost to the City of Abilene.

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

- Part 1. That the City Manager is authorized to approve the purchase of two ElDorado 32' Buses Model from Creative Bus Sales through the State of Georgia DOAS Purchasing Contract for a total cost of \$912,810.46.
- Part 2. That this resolution is effective immediately.

ADOPTED this 28th day of October 2021

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

10/11/2021



Creative Bus Sales

State of Georgia | DOAS Contract

Contract No. 99999-001-SPD0000138-003A

FY 2021

Preparer: Jason Roy

Base Model

Base Model Price: \$ 463,797.19

ENC EZ Rider II 32'

Vehicle Attributes: \$ (2,707.00)



REV GROUP

Vehicle Required Options: \$ 2,494.30

Other Available Options: \$ 3,091.74

Additional Options: \$ -

CBS Unpublished Options: \$ (10,271.00)

Vehicle Length	Ramp Position	WC Positions	Total # Passengers	CDL Required
384	Front	2	27	Yes

Delivery Miles: 0

Delivery Fee: \$ -

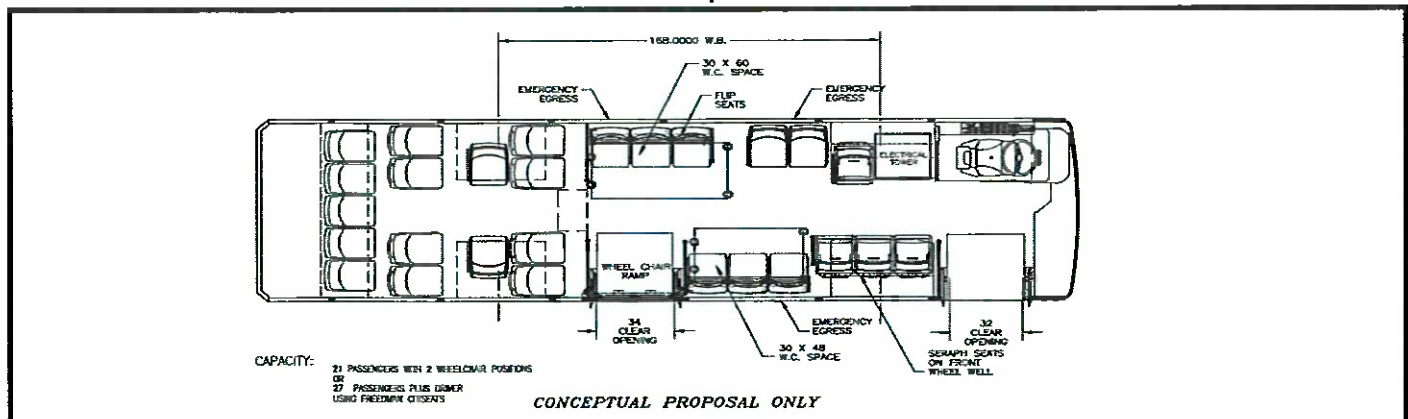
QTY Vehicles: 2 Total Contract Price: \$ 912,810.46

Per Vehicle Price: \$ 456,405.23

Customer Info

Customer:	Abilene Citylink
Address:	1189 S. 2nd Street Abilene, TX 79602
Contact:	Kurt Hurick
Office Phone:	325-676-6402
Mobile Phone:	
E-Mail:	kurt.hurick@abilenetx.gov

Floorplan



5/12/2021

Model / Floor Plan

EZ-RIDER II MAX 32 FRT & MID DOOR BODY
- STATE OF GEORGIA
BRT FRONT END ONLY 3 PIECE WINDSHIELD
ALLISON EXT PROTECT PLAN 5YR/UNLIMITED MILES

Mechanical

ENGINE BLOCK HEATER
AIR COMPRESSOR - ENGINE MOUNTED
REAR ENGINE "RUN" BOX
ELECTRONIC THROTTLE
ENGINE BELT GUARD- Omitted on last page of quote
ENGINE DIESEL CUMMINS ISL 6.7 280HP
AIR DRYER
AIR BRAKES
ABS BRAKE SYSTEM
SHOP AIR CONNECTION FRONT & REAR MILTON S790
TRANSYND TRANSMISSION FLUID
TRANSMISSION ALLISON B400R 5-SP W/RTDR
EMCO WHEATON DRY LOCK ANTI-SPILL FUEL SYS- Omitted on last page of quote
AUTOMATIC TRACTION CONTROL
EXHAUST WRAP
MODINE E-FAN
STAINLESS STEEL FUEL TANK
KNEELING FRONT SUSPENSION SYSTEM
SUSPENSION AIR
STEERING COLUMN TILT & TELESCOPIC
WHEELS OEM POWDER COATED STEEL- Changed to aluminum
BUMPER TRANSPEC ENERGY ABSORBING FRONT
BUMPER TRANSPEC ENERGY ABSORBING REAR
MUD FLAP FRONT (1) PAIR
MUD FLAP REAR (1) PAIR
TOW HOOKS ASSEMBLY REAR
TOW EYES ASSEMBLY FRONT

Electrical

HIGH IDLE ASSEMBLY
WIRE COLOR CODED & NUMBERED
CIRCUIT BREAKER MANUAL RESET
BATTERY TRAY - STAINLESS STEEL
24-VOL T ELECTRICAL SYSTEM
ALTERNATOR NIEHOFF C803 525 AMP WITH A2-336 REGULATOR
1/0 CONTROLS MULTIPLEX SYSTEM G3 24-VOL T
SPECIAL BATTERY DISCONNECT SWITCH
- TO TURN OFF BUS
ALARM BACK-UP WARNING
CUMMINS ENG. PROTECTION WILLOW COOLANT PROBE
METER HOUR
DAY/NIGHT RUN SWITCH W/PUSH BUTTON START
TURN SIGNALS SIDE
- FRONT & REAR OVER WHEELWELLS



FLOOR MOUNTED DIRECTIONAL SIGNALS
LIGHT ARMORED CLEARANCE
L.E.D. - EXTERIOR LIGHTS
- ALL DIALIGHT BRAND
REAR HIGH MOUNT COLLISION AVOIDANCE LIGHT
DAYTIME RUNNING LIGHTS
L.E.D. LICENSE PLATE LIGHT
LED HEADLAMPS - HIGH/LOW BEAM
ADDITIONAL MICROPHONE JACK (SPEC LOCATION)
- MTD AT RIGHT END OF PRIMARY DRIVER PANEL

Body

REAR CAP W/UPPER COMPARTMENT DOOR W/GRILL
FLOOR COVERING ALTRO FLOOR
- META/CHROMA
UNDERCOATED AND SEALED BODY
ZIEBART UNDERCOATING-INSIDE ALL ROLL CAGE TUBES
PLYWOOD ACQ GRADE
STANCHION DRIVER
STANCHIONS VERTICAL 1-1/4 SS (2 STD)
CEILING GRABRAILS ASSY
HAND STRAPS ON CEILING GRAB RAILS (14)
- VINYL COATED NYLON STRAPS
ADDITIONAL VENT ROOF EMERGENCY EXIT
VENT ROOF EMERGENCY EXIT 5/WAY ADJ
AUTOMOTION ROLLER BLIND - DRIVER FRT & SIDE
WINDSHIELD WIPER KIT (INTERMITTENT)
MIRROR 12" CONVEX REAR STEPWELL
MIRROR 6" CONVEX AT FRONT
REMOTE TOGGLE SWITCH - DOOR ENTRY
DOOR OPERATOR AIR
DOOR VAPOR SLIDE-GLIDE
VAPOR 5 POSITION DOOR CONTROL
SENSITIVE DOOR EDGES
- REAR DOOR ONLY
PAINT - FULL BODY (1 COLOR)
PAINT BLACKOUT WINDOWS
ROOF NUMBERS
DRIVER COAT HOOK & STRAP
BLACKOUT DRIVER'S AREA
COMPOSITE REMOVABLE SKIRTS

Heating, Ventilation, Air

HEATER/DEFROSTERFRONT ASSY WITH BRUSHLESS MOTOR

Safety & Ancillary

FIRE DETECTION & SUPPRESSION SYS AMEREX V-25- Omitted on last page of quote
FAREBOX WIRING ONLY- Omitted on last page of quote
- POWER CIRCUIT/GROUND STRAP
SIGN ASSEMBLY "STOP REQUESTED"
PASSENGER SIGNAL SYSTEM PULL CORD W/DASH LIGHT
- W/TOUCH TAPE FOR WHEELCHAIR POSITIONS

FAREBOX GUARD & GRAB RAIL 1-1/4 OD TBG SS- Omitted on last page of quote

FARADAY CHIME SIGNAL FOR STOP REQUEST SYS

TIE-DOWN SYSTEM Q-STRAINT QRT 8100-A1 DELUXE (2)

ADA PACKAGE - LIFT-U RAMP LU18

- 1:8 SLOPE 32" WIDE

STANDEE LINE YELLOW 3" X 38"

Seating

DRIVER SEAT RECARO ERGO METRO

- HEADREST & 2-POINT BELT
- FABRIC SEAT WITH GRAY BOXING

Miscellaneous

FRONT LICENSE PLATE

4-WAY FLASHERS ACTIVATED BY DOORS

- LEFT DASH PANEL SWITCH TO OVERRIDE FLASHERS

ROOF ANTI-SKID WALKWAY- Omitted on last page of quote

ADVERTISING FRAMES STREETSIDE, CURBSIDE & REAR- Omitted on last page of quote

TRAN SIGN MECHANICAL 4 CHARACTER ROUTE SIGN - BACKLIT LED

Omitted on last page of quote

- ON BACK OF ELECTRONICS CABINET

VIDEO SURVEILLANCE SYSTEM 12 CAMERA PRE -WIRE ONLY- Omitted on last page of quote

- 12 VOLT POWER, CONDUIT & PULL WIRE

INTERIOR REAR VIEW MIRROR MIN. 8 1/2" X 16"

MOTOROLA XPR 2500 TWO-WAY RADIO- Omitted on last page of quote

- ANTENNA ACCESS PLATE 4 FT. FROM FRONT OF BUS AT CENTERLINE
- 1" INSIDE DIAMETER FLEXIBLE CONDUIT WITH PULL CORD
- INCORPORATED INTO ROOF & SIDEWALL OF BUS

BASIC DECAL PACKAGE UP TO 3 STRIPES

REMOTE MOUNT ALTERNATOR VOLTAGE REGULATOR A2-317

- WITH JUMPER CABLE & 5 AMP FUSE

ALL ELECTRICAL MOTORS HEAVY-DUTY BRUSHLESS TYPE

- WHERE PRACTICAL

BREEZE CONSTANT TENSION CLAMPS ON COOLING SYS

- STAINLESS STEEL; 360 DEGREE SEAL

YELLOW JACKING PLATES

ENGINE COMP HYDRAULIC HOSES WITH OUTER COVER OR SHEATH

SPECIAL INTERLOCK

- ENGAGE SERVICE BRAKE SYSTEM TO STOP MOVEMENT OF BUS WHENEVER FRONT DOORS ARE OPEN- Change to Rear Door

BATTERY DOOR RETAINED OPEN BY GAS PROP

LED EXTERIOR STEPWELL LIGHT - DIALIGHT (2) PER DOOR

ENGINE COMPARTMENT DOOR WILL SWING UP

- & BE SECURED WITH 5/16" SQUARE LATCH

LED SERVICE AREA LIGHTING

- (5) ENGINE COMPARTMENT; ELECTRONICS ENCLOSURE: ELECTRICAL
- JUNCTION BOX, PASSENGER DOOR OPERATOR COMPARTMENTS

BATTERIES (2) DEKA 80 WITH SIDE POST CONNECTIONS

- 1300 CCA'S PER BATTERY- TOP POST BATTERIES

ENGINE DOOR GAS OPERATED SHOCK WITH SAFETY LOCKS

ANDERSON 350 JUMP START CONNECTOR W/DUST CAP

- AT ENGINE & FRONT BUMPER

LOGOS & LETTERING AS REQUIRED BY END USER- Omitted on last page of quote

- INCLUDING ROOF NUMBERS

TRAINING (PER SPECIFICATION)

ROOF-MOUNT RF/GPS/CELLULAR ANTENNA- Omitted on last page of quote

DEST. SIGN SYSTEM TWIN VISION 100% AMBER LED

- FRONT, SIDE & REAR
- FOOT SWITCH ACTIVATED EMERGENCY MESSAGE
- PROGRAMMING SOFTWARE & DATA TRANSFER DEVICE

LED INTERIOR PASSENGER LIGHTING SYSTEM - I/O CONTROLS

MAGNETIC DRAIN PLUGS (3) - ENGINE, TRANSMISSION, REAR AXLE

ENGINE OIL SAMPLING PORT - TITAN PROBLYZER 00-1014-Omitted on last page of quote

TRANSMISSION OIL SAMPLING PORT - TITAN PROBLYZER OD-1014-Omitted on last page of quote

TEST PORTS FOR THE FOLLOWING:

- AIR INTAKE, EXHAUST, PNEUMATIC, CHARGE AIR & COOLING SYS-Omitted on last page of quote

THERMO KING ATHENIA AMII 1000 ROOF-MOUNT HVAC SYSTEM

- X430 COMPRESSOR
- R407C REFRIGERANT
- BRUSHLESS MOTORS
- INTELLIGIARE III
- ELECTRONIC PRESSURE DISPLAY

THERMO KING DIAGNOSTIC EQUIPMENT

- (5) SETS OF SOFTWARE INCLUDING CABLES CANDIAG (1 Set ILO 5) See last page of quote

- W/ADDITIONAL DATA PORT IN DRIVER'S AREA

WARRANTY - COMPLETE BUS: 1 YEAR/50,000 MILES

WARRANTY - CHASSIS STRUCTURE: 12 YEARS/500K MILES

WARRANTY - ENGINE: 2 YEARS/UNLIMITED MILES

WARRANTY - AXLES (FRONT & REAR): 5 YEAR/300K MILES

WARRANTY - THERMOKING EXTENDED: 3 YEAR/UNLIMITED MILES

WARRANTY - BASIC BODY STRUCTURE: 3 YEAR/UNLIMITED MILES

WARRANTY - STRUCTURE/BODY INTEGRITY AGAINST CORROSION:

- 12 YEARS/UNLIMITED MILES

WARRANTY - SUBFLOOR: 12 YEARS/UNLIMITED MILES

WARRANTY - FLOOR MATERIAL: 12 YEARS/UNLIMITED MILES

PASSENGER WINDOWS EXCEL FULL SLIDERS W/BLACK FRAMES

- NOMINAL 1/4" LAMINATED SAFETY GLASS
- 28% GRAY TINT
- MAXIMUM 37% SOLAR ENERGY TRANSMITTANCE
- MINIMUM 16% LIGHT TRANSMITTANCE
- FMVSS 217 FOR EMERGENCY EGRESS
- SERVICEABLE W/O REMOVING SASH

DIAGNOSTIC DATA PORTS IN OPERATOR'S AREA & ENGINE COMP

- W/DUST CAPS

EASILY CLEANABLE SCREEN FOR RADIATOR

AUDIBLE SIGNAL FOR INDICATING FULL DIESEL FUEL TANK- Omitted on last page of quote

4/0 BATTERY CABLES

BOOSTER BLOWER MOTOR IN STREETSIDE A/C DUCT

- W/BRUSHLESS MOTOR

INTERIOR DECALS ENGLISH & SPANISH

- "NO SMOKING"; "EXIT DOOR"; EMERGENCY EXIT"; "WATCH YOUR STEP"; "WHEELCHAIR INSTRUCTIONS"; "RESERVED FOR WHEELCHAIRS"

LED LAMPS IN DOOR OVERHEAD AT BOTH PASSENGER DOORS

- TWO PER DOOR



Base Model Features

v.10.1.20

LED LIGHTING FOR INTERMEDIATE STEPS TO RAISED FLOOR
LED DRIVER'S LAMP
PA SYSTEM WITH GOOSENECK MIC; 8 INT & 1 EXT SPEAKER
- WITH VOLUME CONTROL IN DRIVER'S AREA
SPARE OEM POWDER COATED WHEEL ONLY
INSTALL CUSTOMER SUPPLIED TIRES 275/70R 22.5
DELIVERY VIA DRIVE AWAY SERVICE TO MARIETTA, GA
TRANSMISSION RETARDER DISABLE SWITCH
PASSENGER SEATING - FREEDMAN FEATHERWEIGHT MID-HI
- PER FLOORPLAN #E62F3AC0001
ENGINE SHUTDOWN OVERRIDE SWITCH (30-45 SECONDS)
ELECTRICAL PLUG CONNECTOR FOR EXT. LIGHTS WHEN TOWING
- WITH SPRING-LOADED DUST CAP
- MTD AT FRONT OF BUS (Allows tow truck to operate lights on bus when towing)
2-POSITION MOMENTARY SWITCH FOR KNEELING

5/12/2021

**Vehicle Attributes**

Qty	Part #	Description		Credit Value	QTY Total
1	11	Alternator (CAT 3 EXEMPT)	Niehoff C803	\$ (2,707.00)	\$ (2,707.00)

Vehicle Required Options

1	1	Polished Aluminum Wheels	Alcoa -Full Polish (7)	\$ 2,494.30	\$ 2,494.30
1	3	Interior Lighting	Pretoria LED	\$ -	\$ -



Qty	Line #	Option Category	Option Description	Credit Value	QTY Total
1	1	Advertising Frames	Delete SS, CS & Rear	\$ (320.00)	\$ (320.00)
1	5	Alternator	CE Niehoff 300 Amp	\$ 2,030.91	\$ 2,030.91
1	13	Bike Racks	BYK-RACK 2 Blk, sensor	\$ 1,088.53	\$ 1,088.53
1	43	Destination Signs	LUMFF Amber-Frt,Side,Rr	\$ -	\$ -
1	89	Electrical	I/O Controls G4	\$ -	\$ -
1	118	Lighting	7" LED Ext Stop/Tail	\$ 292.30	\$ 292.30
Subtotal Other Available Options:				\$	\$ 3,091.74



CBS UNPUBLISHED OPTIONS

v.10.1.20

Qty	Description	FY 2020 List Price	QTY Total
1	EMP 4 Fan Radiator Fan	\$ 197.00	\$ 197.00
1	Center Mud Flap	\$ 100.00	\$ 100.00
1	Seat Belt Cutter	\$ 15.00	\$ 15.00
1	Turn Signals In Mirror Heads	\$ 52.00	\$ 52.00
1	Yellow Assist Rails- All	\$ 440.00	\$ 440.00
1	Abilene Citylink Graphics and Paint	\$ 4,550.00	\$ 4,550.00
1	Low Height Electrical Cabinet on Roadside Wheelwell	\$ 600.00	\$ 600.00
1	Drivers HVAC System- In Addition to TK System	\$ 830.00	\$ 830.00
1	Safety Equipment- First Aid and Fire Extinguisher	\$ 139.00	\$ 139.00
1	Slide & Click ADA Tie Down Systems (2)	\$ 236.00	\$ 236.00
1	Freedman Citi Seat ILO Freedman Mid High- Citylink Build	\$ 4,812.00	\$ 4,812.00
1	Air Connector and drain valves on all air tanks	\$ 680.00	\$ 680.00
1	Aeroquip/ EZ Quip hoses on all AC refrigerant Lines	\$ -	\$ -
1	Drivers Side Return	\$ 84.00	\$ 84.00
1	Storage box on Driver Side WW	\$ 318.00	\$ 318.00
1	As Built Electrical Schedmatics	\$ -	\$ -
1	Operators Manual- \$ sets Hardcopy & Electronic	\$ 80.00	\$ 80.00
1	Service and Parts Manual (1 set Hardcopy and Electronic)	\$ 50.00	\$ 50.00
1	Thermo King 3rd year warranty in base	\$ -	\$ -
1	Solid Pane Windows ILO Sliding in base	\$ (350.00)	\$ (350.00)
1	Training- 2 days at Abilene Citylink- ENC Service Technician	\$ -	\$ -
1	Driver Seat Alarm	\$ -	\$ -
1	Deleted Options	\$ (23,104.00)	\$ (23,104.00)
Subtotal CBS Unpublished Options:		\$	\$ (10,271.00)

Del	Description	FY 2020 List Price	QTY Total
1	Delete- EMCO Wheaton Dry Lock Anti-Fuel Spill System with audible alarm	\$ (1,700.00)	\$ (1,700.00)
1	Delete- Handstraps on ceiling grab rails (14)	\$ (480.00)	\$ (480.00)
1	Delete- Additional Roof Hatch	\$ (555.00)	\$ (555.00)
1	Delete-Painted black out windows	\$ (800.00)	\$ (800.00)
1	Delete- Roof Numbers	\$ (300.00)	\$ (300.00)
1	Delete- Drivers Blacked out area	\$ (600.00)	\$ (600.00)
1	Delete- Fire detection and Suppression- Amerex	\$ (4,000.00)	\$ (4,000.00)
1	Delete Farebox Guard and grabrail	\$ (402.00)	\$ (402.00)
1	Delete-Faraday Chime Signal	\$ (587.00)	\$ (587.00)
1	Delete- Left Dash Panel override for flashers	\$ (176.00)	\$ (176.00)
1	Delete- Advertising Frames	\$ (840.00)	\$ (840.00)
1	Delete Camera Pre-Wire 12 Cameras	\$ (1,700.00)	\$ (1,700.00)
1	Delete- Motorola XPR 2500 2 Way Radio	\$ (1,639.00)	\$ (1,639.00)
1	Delete Basic Decal Package (Up to 3 Stripes)	\$ (2,150.00)	\$ (2,150.00)
1	Delete- Remote Mount Voltage Regulator	\$ (250.00)	\$ (250.00)
1	Delete- Engine Compartment hoese with outer cover/sheath	\$ (400.00)	\$ (400.00)
1	Delete- Special Interlock Requirements	\$ (300.00)	\$ (300.00)
1	Delete- Engine door secured by square key lock	\$ (250.00)	\$ (250.00)
1	Delete Side Post connections for 8D battery	\$ (132.00)	\$ (132.00)
1	Delete Safety Locks on rear engine door gas springs	\$ (175.00)	\$ (175.00)
1	Delete Anderson Jump Start Connect Front & Rear- Only one position	\$ (286.00)	\$ (286.00)
1	Delete- Roof Mounted Cellular Antenna	\$ (250.00)	\$ (250.00)
1	Delete- Foot Activated Emergency Message Destination Sign	\$ (250.00)	\$ (250.00)
1	Delete- Engine Oil Sampling Port- Titan Probylizer	\$ (215.00)	\$ (215.00)
1	Delete- Transmission Oil Sampling Port- Titan Probylizer	\$ (215.00)	\$ (215.00)
1	Delete- Test Ports Air Intake	\$ (560.00)	\$ (560.00)
1	Delete- Thermo King Diagnostic Equipment- 4 sets	\$ (2,492.00)	\$ (2,492.00)
1	Delete- 4/0 Battery Cables	\$ (200.00)	\$ (200.00)
1	Delete- Audible Signal for full fuel tank	\$ (1,200.00)	\$ (1,200.00)
Subtotal CBS Deleted Options:		\$	\$ (23,104.00)

Additional Info 30 foot Buses

Unit #	Assignment	Year	Make	Mileage	Total Maintenance Cost	Purchase Price	Disposal Method	Reasoning Replacement	Criteria-Score/Recommendation
101	Citylink	2001	ElDorado National	419,099	\$151,366.25	\$213,831	City Auction	Has exceeded the useful life. 10yr/300,000. Has surpassed 120% benchmark utilized by TX-DOT fleet replacement standard guidelines. Needs replacement transmission @ \$5500.00. Needs replacement engine @ \$35,000. Unable to acquire parts due to age of the bus. The hail damage that the vehicle received in 2014 has caused and still continues to cause more water damage that can not be repaired, electrical issues, and constant leaks. This prevents us from using the vehicle in service since it creates a safety hazard for our drivers and our passengers.	Total score of 4. CityLink recommends replacement due to surpassing useful life/miles/maintenace cost threshold; funding in place for replacement vehicle.
7005	Citylink	2007	ElDorado National	408,935	\$128,069.18	\$259,440	City Auction	Has exceeded the useful life in years. 12yr/500,000. Has surpassed 120% benchmark utilized by TX-DOT fleet replacement standard guidelines. Needs replacement transmission @ \$5500.00. Needs replacement engine @ \$35,000. The hail damage that the vehicle received in 2014 has caused and still continues to cause more water damage that can not be repaired, electrical issues, and constant leaks. This prevents us from using the vehicle in service since it creates a safety hazard for our drivers and our passengers.	Total score of 3. CityLink recommends replacement due to surpassing useful life/miles/maintenace cost threshold; funding in place for replacement vehicle with no local match requirement.

Category	Estimated Useful Life in Years	Miles and/or Hours
CityLink Buses		
Heavy Duty Large Bus (33-40,000 GVW)	12	500,000 mi
Heavy Duty Small Bus (26-33,000 GVW)	10	350,000 mi
Medium Duty Bus (16-26,000 GVW)	7	200,000 mi
Light Duty Mid-Sized Bus (10-16,000)	5	150,000 mi
Light Duty Small Bus (6-14,000 GVW)	4	100,000 mi

State of Georgia
Department of Administrative Services (DOAS)
State Purchasing Division (SPD)
Statewide Contract Utilization Notification & Consent Agreement

Date: 8/12/21	Statewide Contract (SWC) #: 99999-001-SPD0000138-003A
SWC Contract Description: Supplemental Public Mass Transit	Supplier(s) Utilized: Creative Bus Sales Inc.
Authorized User: [Insert State and Name of Governmental Entity] TEXAS - CITY OF ABILENE	
<u>Submission Instructions:</u> 1. Written notification of a State's or political subdivision's intention to use the above referenced contract with the provisions set forth below should be submitted via email to: Contract Management: Contract.management@doas.ga.gov Email Subject should include: Statewide Contract Utilization Notification & Consent Agreement This Agreement must be signed by both the Authorized User and the Supplier(s) Utilized, prior to submission of the form to DOAS for approval. Contracting Entity Name: Georgia Department of Administrative Services 2. Supplier and State or Political Subdivision ("Authorized User") accepts the following provisions by signing below.	

The requesting State and Governmental Entity (hereinafter "**Authorized User**") is aware that the State Purchasing Division of the Georgia Department of Administrative Services (DOAS) has competitively sourced and awarded a contract to the Supplier(s) identified above to provide [goods or services description] (hereinafter, the "Statewide Contract"). Information concerning the competitive solicitation process and contract terms is available to the Authorized User upon request to DOAS.

DOAS agrees that this Statewide Contract may be used by other States as well as political subdivisions within other States subject to DOAS and the Supplier(s)' prior written consent. DOAS makes no representation that the competitive solicitation process, contract award or resulting contract terms meet the needs or requirements of the Authorized User. The Authorized User acknowledges its responsibilities to review the Statewide Contract and adhere

to applicable procurement policies as defined by the Authorized User's State or political subdivision or other applicable law.

The Supplier(s) will extend to an Authorized User all terms and conditions including but not limited to contracted prices and negotiated payment terms covered by the Statewide Contract. Contract modifications (such as Venue, Rule of Law, etc.) can be documented on an Authorized User's purchase order and are subject to acceptance by the Supplier(s). Contract modifications made by an Authorized User and accepted by a Supplier shall be limited to the Authorized User and Supplier(s) and are not binding on the Georgia DOAS/State Purchasing Division.

Authorized Users must assume the responsibilities associated with their specific program administration/implementation requirements and payment obligations. Supplier(s) acknowledge that the Authorized Users are solely and individually financially responsible for their respective purchases. DOAS and the State of Georgia shall have no responsibility for or liability to the Authorized Users or Supplier(s) with respect to the Authorized Users use of the Statewide Contract.

The Authorized User acknowledges that the Statewide Contract is subject to modification or termination at any time in accordance with the terms of such Statewide Contract and without prior notice to or consent of the Authorized User. Examples of modification include, but are not limited to, changes in product or service offerings, changes in pricing, changes in warranty, insurance or other applicable contract terms.

Prior to contract utilization, Authorized User agrees to:

- Notify DOAS of its intention to "purchase off-of" this Statewide Contract.
- Provide a legal notices contact to DOAS and to Supplier for the purposes of receiving notices and information on any contract amendments including contract renewals and extensions. Notice should be provided to DOAS via email (identified above) within five (5) business days of execution of this Agreement.
- Pre-approve all Supplier-developed materials/communications using the Authorized User's name and logo on any such communication, if applicable.
- Provide annual feedback (when requested by DOAS) of Supplier's performance.

DOAS may terminate this Agreement at any time and for any reason upon written notice to the Authorized User and the Supplier(s).

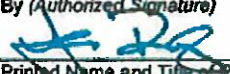
Georgia Department of Administrative Services

By (Authorized Signature)	<i>Eric Mercier</i>	Date Signed	9/7/2021
Printed Name and Title of Person Signing			
Eric Mercier			
Email Address			
eric.mercier@doas.ga.gov			

Authorized User Acceptance

By (Authorized Signature) 	Date Signed 8/17/21
Printed Name and Title of Person Signing Melissa Gorman, Purchasing Administrator	
Email Address melissa.denson@abilenetx.gov	

[Supplier's Name] Acceptance

By (Authorized Signature) 	Date Signed 8-12-2021
Printed Name and Title of Person Signing Jason Ray - Senior Sales Representative	
Email Address jasonr@creativebus sales.com	

(Add additional signature blocks if more than one supplier)

City Council Meeting

October 28, 2021



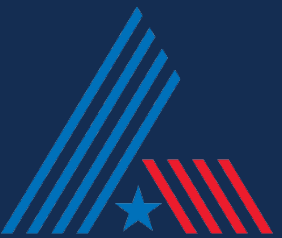
CityLink 32 foot Bus Replacement

- CityLink Transit is recommending the purchase of two (2) thirty-two (32) foot large buses to replace two (2) 2001 and 2007 model large buses that have surpassed their useful life according to Federal Transit Administration (FTA) and Texas Department of Transportation (TXDOT) guidelines.
- The 2001 model bus is rated at 10 year/300,000 mile and the 2007 model bus is rated at 12 year/500,000-mile.
- The recommended manufacturer is Eldorado National, which is identical in size and style currently being operated in the CityLink fleet.
- Funding for this purchase comes from Federal Transit Administration and TxDOT grants. There is no cost to the City.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/28/2021

TO: Robert Hanna, City Manager

FROM: Gregory McCaffery

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve an Extended Term Street Use License with The Half King (dba) The Pour House (401 Pine St, Suite C) (Greg McCaffery)

GENERAL INFORMATION

The Half King (dba) The Pour House has submitted an application for an Extended Term Street Use License to use a portion of the City right-of-way along the north side of North 4th Street. The applicant wishes to construct and maintain a countertop structure around the two trees at 401 Pine Street, Suite C to accommodate outside dining activities.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff has reviewed this request and recommends that the City Council authorize the City Manager to execute the attached Extended Term Street Use License with The Half King (dba) The Pour House for use of a portion of the City's right-of-way along the north side of North 4th Street.

-

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution (2b)
2. ApplicantSigned2
3. Presentation2020

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENDED TERM STREET USE
LICENSE WITH THE HALF KING (dba) THE POUR HOUSE**

WHEREAS, the applicant has submitted an Extended Term Street Use License application to construct a countertop structure around the two trees at the location to allow for additional outdoor seating in a shaded area; and

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

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

PART 1: That the City Manager is hereby authorized to execute the Extended Term Street Use License with The Half King (dba) The Pour House

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

ADOPTED this 28th day of October , 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

THE STATE OF TEXAS

STREET USE LICENSE AGREEMENT
EXTENDED TERM

COUNTY OF TAYLOR

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this ____ day of _____, A.D., 20____, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and The Half King dba The Pour House, hereinafter referred to as "Licensee".

WITNESSETH:

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

-The use of approximately 6 ft. of city right-of-way along the north portion of North 4th Street to build a countertop structure around the two trees at 401 Pine Street, Suite C, as shown on the attached Exhibit "B"

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

I. Purpose:

The purpose of this License is to permit Licensee to:

-To allow for outdoor seating, the addition of the countertop structures around the trees would allow for seating in a shaded area without the need for additional awnings or structures to be built.

II. Indemnity:

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

injury or damage to any property or right

Injury, damage, or death to any person or entity

attorneys fees, witness fees, expert witness fees and expenses, and

all other costs and expenses of litigation

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

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

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

B. Indemnity

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

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

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

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

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

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

III. Insurance

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

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

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

All insurance policies or certificates shall contain the following provisions:

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

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

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

IV. License Requirements and Restrictions:

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

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

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

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

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

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

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

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

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

V. Termination

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

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

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

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

CITY OF ABILENE, TEXAS

NAME OF LICENSEE:

City Manager

The Half King dba The Pour House

ATTEST:

By: Kingslee Allen
Signature

City Secretary

Kingslee Allen, Owner/Manager
Printed Name and Title

APPROVED:

Business Address: 401 Pine Street, Suite C

City Attorney

Abilene, Texas 79601

EXHIBIT "A"
STREET USE LICENSE AGREEMENT
WITH

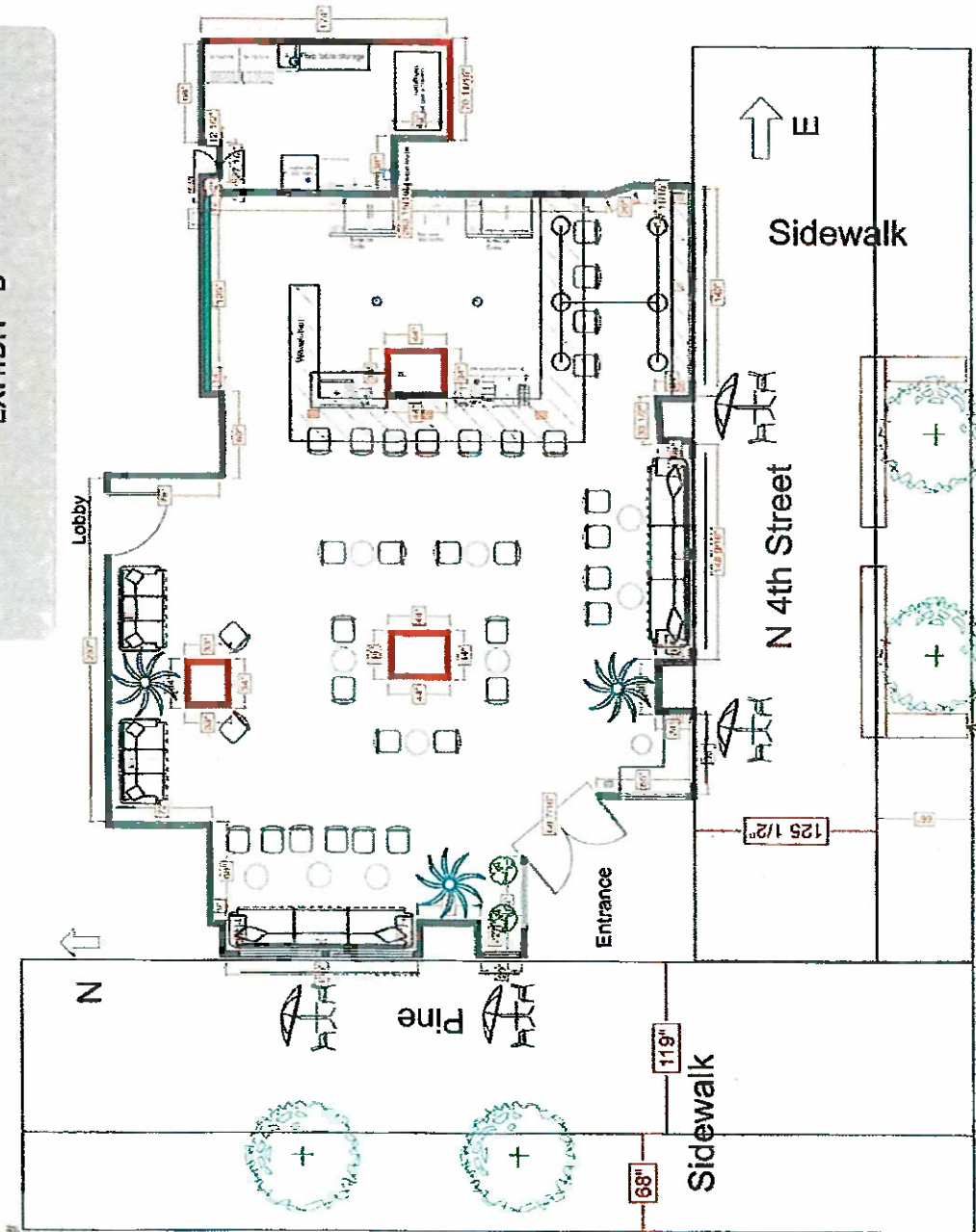
THE HALF KING DBA THE POUR HOUSE

CONDITIONS AND COVENANTS

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

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

EXHIBIT "B"



Added counter top
for additional seating
outside, highlighted
in red



STREET USE LICENSE AGREEMENT
EXTENDED TERM

APPLICATION

Applicant: The Half King dba The Pour House Phone: 325-320-2656
Address: 401 Pine St, Suite C Abilene, TX 79601
Agent: Kingslee Allen Phone: 325-320-2656

Description of Public Right-of-Way to be used: The south facing sidewalk of N 4th
Directly in front of The Pour House. The area between the two trees on the outside
Of the sidewalk out of the way of pedestrian walk path.

Owner of adjacent property: North Management LLC - The Windsor

Proposed use of public right-of-way: To allow for outdoor seating for our establishment
Out of the way of walking traffic. This would allow us to have an outdoor element
While also creating a shaded seating area without the need for additional awnings or
Structures to be built.

Reasons for the request: We want to create an anchor for our establishment that both
Allows for better viewing of our business by street traffic while also providing an
Outdoor seating option for our patrons without the need for extra tables and chairs
Cluttering up the right of way.

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

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

Kingslee Allen

Signature of Applicant or Agent

6/24/2021

Date

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

Agenda Item: Extended Term Street Use License

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



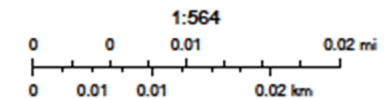
LOCATION MAP

ArcGIS Web Map



9/21/2021, 9:29:49 AM

— Road Centerlines

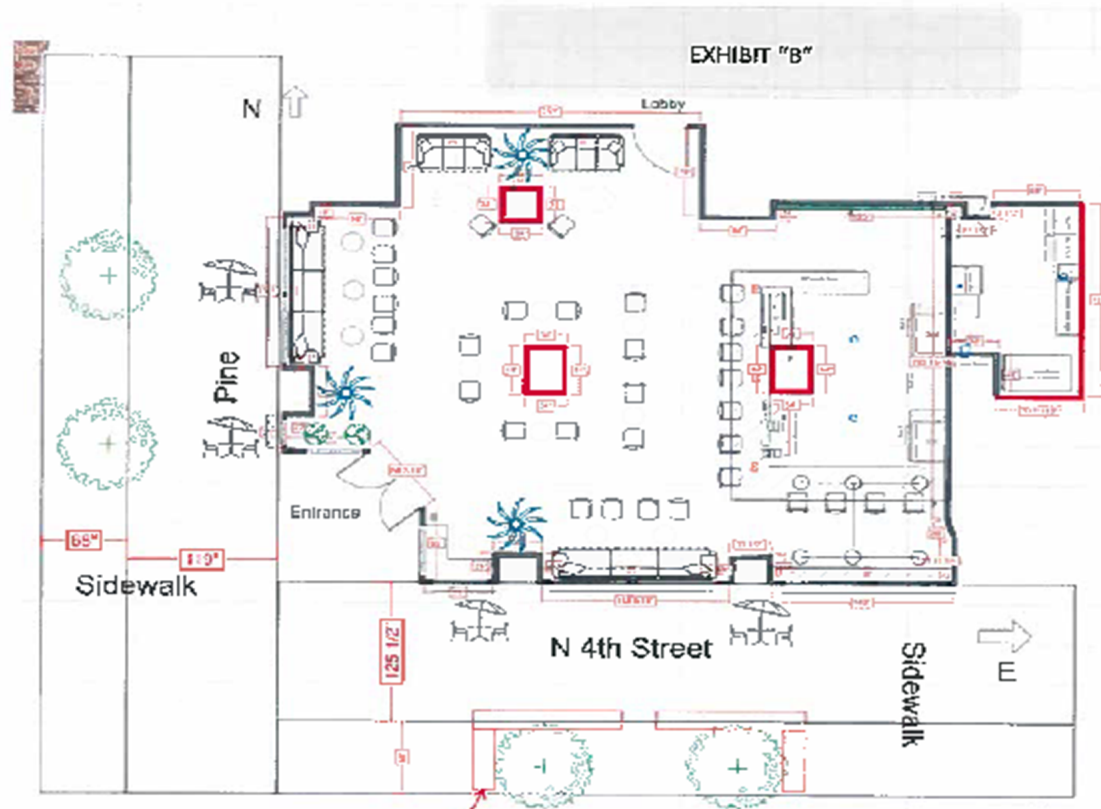


City of Abilene, Taylor County, Texas Parks & Wildlife, Esri, HERE, Garmin,

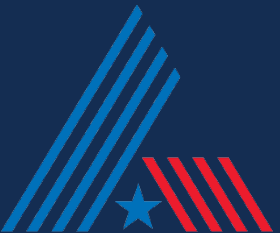
ArcGIS Web AppBuilder
City of Abilene, Taylor County, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA |



Site Plan



Added counter top
for additional seating
outside, highlighted
in red



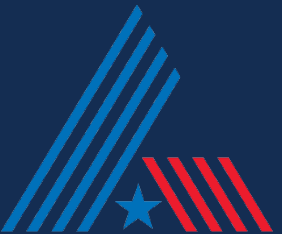
Agenda Item:

Extended Term Street Use License

- The Half King dba The Pour House has submitted an Extended Term Street Use License to use a portion of City right-of-way along the north side of North 4th Street. The applicant wishes to construct and maintain a countertop structure around the two trees at the location to allow for additional outdoor seating in a shaded area.
- Staff recommends approval of the Extended Term Street Use License.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/28/2021

TO: Robert Hanna, City Manager

FROM: Gregory McCaffery

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approval of Change Order of Contract: Downtown Pavement Marking Project (Greg McCaffery)

GENERAL INFORMATION

City staff is requesting approval of a Change Order that exceeds the administrative approval level for this construction project per the City's Purchasing Policy, therefore City Council approval is necessary prior to proceeding with the construction contract recommended changes.

The Change Order, for an amount of \$55,132.00, is for the conversion of N 5th St from a one-way street to a two-way street from Grape St to Plum St. This change order will better facilitate the closure of Cedar from N 5th St to N 6th St as well as the closure of N 6th St from Cedar St to Cypress St.

Background: The City Council at their meeting of May 14, 2021 approved a contract with Flatline, Inc. for the removal and replacement of pavement markings located within the Central Business District for the amount of \$508,503.00. This contract was necessitated by a previous contract with Epic Construction for the rehabilitation of concrete streets within this district.

This change order will result in a total contract amount of \$563,635.00.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for this project is allocated through 2015 Bond funds.

STAFF RECOMMENDATION

Staff recommends approval of this Change Order, in the amount of \$55,132.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. conversion resolution
2. change order form for council
3. PROJECT LOCATION MAP
4. conversion ppt

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING
CHANGE ORDER OF THE CONTRACT: DOWNTOWN PAVEMENT MARKING PROJECT**

WHEREAS, the Public Works Department requests the approval of change order for the contract for Downtown Pavement Marking Project.; and

WHEREAS, the change order involves the conversion of N 5th St from a one-way street to a two-way street from Grape St to Plum St.; and,

WHEREAS, the following change order was prepared on October 4, 2021:

Flatline, Inc., Childress, Texas	\$55,132.00
----------------------------------	-------------

WHEREAS, Flatline, Inc., Childress, Texas has agreed to the amount of \$55,132.00 with the change order meeting specifications. Staff recommends approval of this change order.

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

PART 1: That the City Council approves this change order in the amount of
\$ 55,132.00.

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

ADOPTED this 28th day of October, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

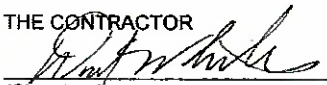


CITY OF ABILENE
CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Flatline Inc.
2. Change Order Work Limits: City of Abilene
3. Type of Change: Major (Major/Minor)
4. Reasons: Changing N. 5th from one way to two way
5. Describe the work being revised: Striping N. 5th with yellow center line to make it a two way road from Grape to Plum. Adding all way stop signs at signalized intersections. Also adding parking spaces and changing direction of the north side parking spaces. Removing one way signs and relocating other signs. See attachment for items, prices, and quantities added.
6. New or revised plan sheet(s), sketch(es), and estimates are attached:

Project: Downtown Pavement Marking Project
Street: N. 5th
Contract Number: 2105

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 following information must be provided:	
THE CONTRACTOR	Date <u>10-4-21</u>	Change in contract time:	<u>0</u>
		Original contract price:	<u>\$508,503.00</u>
(Signature)		Existing contract price: *	<u>\$508,503.00</u>
Typed/Printed Name <u>David Whitaker</u>		Amount added or subtracted by this CO: <u>\$ +55,132.00</u>	
Typed/Printed Title <u>President</u>		Revised contract price:	<u>\$ 563,635.00</u>
		* Includes previous CO's	

RECOMMENDED FOR EXECUTION:

City Manager _____

Date _____

City Engineer's Seal:




10/4/21

Agenda Item: Downtown Pavement Marking Project

Resolution: Change Order Approval

(McCaffery)

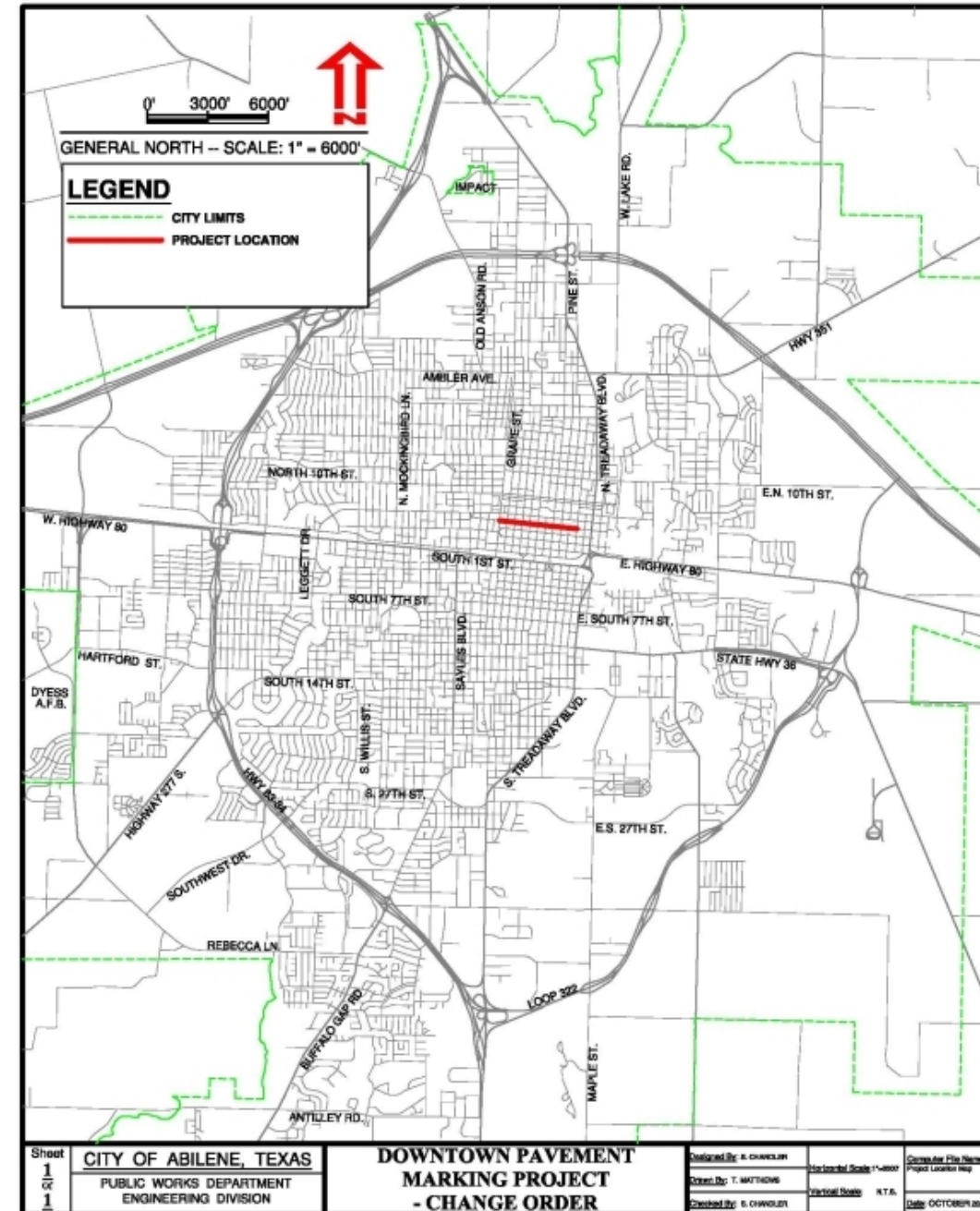


Downtown Pavement Marking Project

Streets
N 5th St

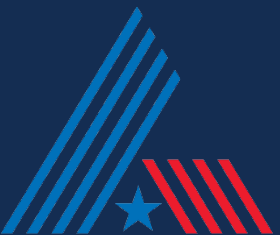
From
Grape St

To
Plum St

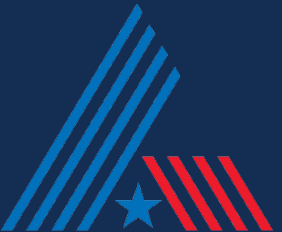


Agenda Item: Downtown Pavement Marking Project

- Conversion of N 5th St from one-way to two-way from Grape St to Plum St.
- Change Order Prepared on October 4th 2021.
- Prior contract amount of \$508,503.00.
- New contract amount of \$563,635.00.
- Staff recommends approval of change order in the amount of \$55,132.00.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/28/2021

TO: Robert Hanna, City Manager

FROM: Gregory McCaffery

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Bid to Toter LLC. for Solid Waste 95 Gallon Refuse Containers *(Greg McCaffery)*

GENERAL INFORMATION

Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding a bid to Toter LLC. for Solid Waste 95 Gallon Refuse Containers

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

Included in approved budgets.

STAFF RECOMMENDATION

Approve Purchase of 2000 95 gallon refuse containers.

BOARD OR COMMISSION RECOMMENDATION

None

ATTACHMENTS:

1. 95_GAL_RESOLUTION NO. ____
2. CB2201 BID TABSHEET
3. 95 Gallon Bid Award City Council Presentation Slides

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE,
TEXAS, AWARDING BID TO TOTER, LLC, STATESVILLE, NC.**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for purchase of Solid Waste 95-gallon Refuse Containers; and

WHEREAS, the purchase enables the City of Abilene to continue to provide trash collection services within the City; and

WHEREAS, the following qualified bid was received and opened on October 5, 2021:

Toter, LLC, Statesville, NC \$57.10 per Container

WHEREAS, Toter, LLC, Statesville, NC submitted the successful low bid in the amount of \$57.10 per Container, for a total of \$114,200 for 2,000 containers, with their bid meeting specifications.

Staff recommends awarding the bid to the low bidder, Toter, LLC, Statesville, NC.

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

PART 1: That the City Council approves this bid in the amount of
 \$114,200

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

ADOPTED this 28th Day of October 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

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

PAGE
1 OF 1

DEPARTMENT: SOLID WASTE SERVICES
BID NO.: CB-2201
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: OCTOBER 5, 2021

CASCADE ENGINEERING
GRAND RAPIDS, MI

OTTO ENVIRONMENTAL
SYSTEMS
CHARLOTTE, NC

IPL INC
CANADA

SCHAEFER SYSTEMS
INTERNATIONAL, INC.
CHARLOTTE, NC

REHRIG PACIFIC COMPANY
DALLAS, TX

TOTER, LLC
STATESVILLE, NC

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	95-GALLON FULLY AUTOMATED CARTS	2,000	EA	63.91		63.60		61.40		63.08		64.59		57.10	
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD

Agenda Item: Bid Award

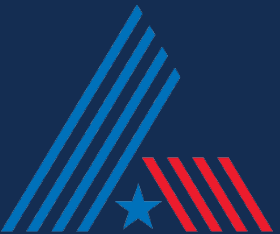
Resolution for Bid Award
Solid Waste Services 95 - Gallon Containers

Bid No. CB – 2201
(McCaffery)

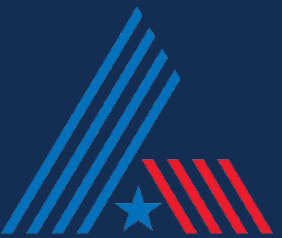


Agenda Item Summary

- Bids were advertised for replacement and new inventory Solid Waste Services trash 95 - gallon carts on Sept 19th and Sept 26th.
- Six bids were received on October 5, 2021.
- Low Bid, meeting specifications was received from Toter, LLC of Statesville, NC in the amount of \$57.10 per container for a total of \$114,200.
- Staff Recommends Award of Bid to Toter, LLC.



- Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/28/2021

TO: Robert Hanna, City Manager

FROM: Gregory McCaffery

SUBJECT: 12. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Bid (CB-2202) to Tank Holding Corp. for Solid Waste 300 Gallon Refuse Containers (Greg McCaffery)

GENERAL INFORMATION

Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Bid (CB-2202) to Tank Holding Corp. for Solid Waste 300 Gallon Refuse Containers.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

Included in approved budgets.

STAFF RECOMMENDATION

Approve

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 300_GAL_RESOLUTION NO. ____
2. CB2202 BID TABSHEET
3. 300 Gallon Bid Award City Council Presentation Slides

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARING BID TO TANK HOLDING CORP., GARDENA, CALIFORNIA.

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for purchase of Solid Waste 300-Gallon Refuse Containers; and

WHEREAS, the purchase enables the City of Abilene to continue to provide trash collection services within the City; and

WHEREAS, the following qualified bid was received and opened on October 5, 2021:

Tank Holding Corp., Gardena, CA \$429.50 per Container

WHEREAS, Tank Holding Corp., Gardena, CA submitted the successful low bid in the amount of \$429.50 per Container, for a total of \$257,700 for 600 containers, with their bid meeting specifications.

Staff recommends awarding the bid to the low bidder, Tank Holding Corp. Gardena, CA.

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

PART 1: That the City Council approves this bid in the amount of
\$257,700.00

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

ADOPTED this 28th day of October 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

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

PAGE
1 OF 1

DEPARTMENT: SOLID WASTE SERVICES
BID NO.: CB-2202
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: OCTOBER 5, 2021

TANK HOLDING CORP
GARDENA, CA

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	300-GALLON FULLY AUTOMATED CONTAINERS	600	EA	429.50											
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD

Agenda Item: Bid Award

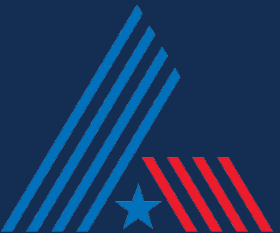
Resolution for Bid Award
Solid Waste Services 300 - Gallon Containers

Bid No. CB – 2202
(McCaffery)

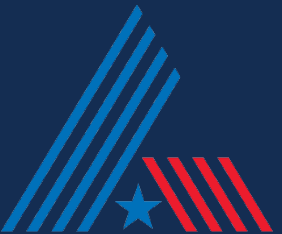


Agenda Item Summary

- Bids were advertised for replacement and new inventory Solid Waste Services 300 - gallon carts on Sept 19th and Sept 26th.
- One bid was received on October 5, 2021. (Three (3) other companies directly contacted did not return a bid.)
- Low Bid, meeting specifications was received from Tank Holding Corp., Gardena, CA in the amount of \$429.50 per Container for a total of \$257,700.
- Staff Recommends Award of Bid to Tank Holding Corp.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/28/2021

TO: Tim Littlejohn, Chief Building Official

FROM: Cheryl Sawyers, Planning Services Manager

SUBJECT: 13. Ordinance (First Reading) Z-2021-28: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request to Change Zoning from Residential Single-Family (RS-6) to a Heavy Commercial (HC) District on Approximately 0.482 Acre of Land at 437, 541 and 557 North 11th Street, at or Near the Southeast Corner of Ash and North 11th Streets *(Tim Littlejohn)*

GENERAL INFORMATION

Rezone from a Single-Family Residential (RS-6) District to a Heavy Commercial (HC) District.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Denial

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of five (5) in favor, with one (1) in opposition.

ATTACHMENTS:

1. Z-2021-28 draft ordinance
2. Z-2021-28 Staff Report
3. Z-2021-28 Application
4. Z-2021-28 Council presentation

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 28th day of October, 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 18th day of September, 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 4th day of November, 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 in the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 4th day of November, 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 Heavy Commercial (HC) District.

Legal Description being lots 1, 2 and 3 in Block 2 of L.C. Sharp's Subdivision of Lot No. 4 in Block No. 199 of Abilene's Original Townsite.

Location: 447, 541, & 557 North 11th Street



ZONING CASE Z-2021-28

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: October 5, 2021

City Council 1st Reading: October 28, 2021

City Council 2nd Reading: November 4, 2021

Applicant

Owner: James Larrel Pitts, Jr.

Agent: Jenny Henley

Request

Rezone from a Single-Family Residential (RS-6) District to a Heavy Commercial (HC) District.

Location

447, 541, & 557 North 11th Street.

Background

This zone change request incorporates three (3) total lots, lots 1, 2, & 3 of L.C. Sharp's Subdivision of lot No. 4 in Block No. 199 of Abilene's Original Townsite. Building records indicate that two (2) single-family residences located on lots 1 and 2 were demolished in 2004 and 2015.

These three lots are located within the Carver neighborhood, an older, centrally-located neighborhood that has declined since the 1970's with many single-family residences, neglected, condemned, and consequently demolished leaving a large number of vacant and scattered lots. City Council approved three (3) resolutions (16-2011, 21-1998, & 23-1980) that all refer to the disinvestment in the neighborhood and the persistent encroachment of more intensive zoning districts.

Zoning and Existing Land Use

Current zoning and existing land use of properties adjacent to and in the subject property's immediate area are illustrated on the map included in this report. As indicated on the map, adjacent zoning consists of a mixture of single-family residential (RS-6) and Heavy Commercial (HC) districts.

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;**

The Future Land Use and Development Plan Map identifies this area for single-family residential. The requested zone change is not appropriate for the land use and does not align with the Development Plan Map.

Commercial districts surround the eastern and western boundaries of the north section of the Carver neighborhood with a large concentration along Treadaway Boulevard (arterial), North 13th Street (collector), and Walnut Street (Local).

Permitting more HC districts within this neighborhood would contradict the objectives and goals of the Comprehensive Plan and the Land use and Development Plan Map.

(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 is not appropriate in the immediate area of the land as the more intensive uses of a HC district would constrain the single-family residential character of the neighborhood.

(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 properties currently have 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 changing the zoning from Residential to Heavy Commercial will permit more intensive uses that would substantially affect the public health, safety, morals, or general welfare of the neighborhood.

Staff Recommendation

Staff recommends denial due to:

- The Future Land Use and Development Plan Map identifies this area for single-family residential. The requested zone change is not appropriate for the land use and does not align with the Development Plan Map.
- Resolution NO. 16-2011 added The Carver Neighborhood Plan to the Comprehensive Plan as an addendum which stated the goal is to “facilitate quality neighborhood-compatible land use and the objective to “Rezone properties from Heavy Commercial to less intensive zoning districts.”
- The Comprehensive Plan suggests infill and redevelopment of vacant land should be compatible with and enhance surrounding development and provide significant benefits to the community. Infill and redevelopment should also stabilize and revitalize existing neighborhoods and support quality, mixed use activity centers (Page 22)
- A resurgence of single-family dwellings (new construction) suggests that residential lots are still desirable.
- Permitting more commercial zoning districts will continue the disinvestment of the Carver Neighborhood. The slow expansion of commercial activity within the Carver neighborhood has exaggerated the pattern of disinvestment resulting in the single-family residential areas of the neighborhood wedged in-between commercial zoning.

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, staff mailed personal notices on August 27, 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	Situs	Response
FERGUSON JASON	44810	542 N 10TH ST	In favor
FLORES JULIA MRS	45387	566 N 10TH ST	
GILMORE TOMMY	45680	1042 ASH ST	
GLOVER QUINCY MRS	48420	1110 ASH ST	
HENLEY JENNY	43163	557 N 11TH ST	In favor
HENLEY JENNY	43279	541 N 11TH ST	In favor
HOUSTON MARIA	44945	544 N 10TH ST	
HOUSTON MARIA	45096	552 N 10TH ST	
ISLAS GUADALUPE	48290	1118 ASH ST	
LANKFORD TERRY & SUSAN	46451	602 N 10TH ST	In favor
LANKFORD TERRY & SUSAN	46578	618 N 10TH ST	In favor
LYONS EVELYN	46315	1026 ASH ST	
LYONS KAREN	46191	1028 ASH ST	
MEDLOCK QUINNY	46827	610 N 10TH ST	
MUNSON JAMES C	48697	602 N 11TH ST	
NANCE FELIX K	46066	1030 ASH ST	
NANCE FELIX K	45808	1040 ASH ST	
PITTS DEVIN NATHANIEL	43400	437 N 11TH ST	
PITTS DEVIN NATHANIEL	43762	1042 N TREADAWAY BL	
ROBINSON ELMO	46696	622 N 10TH ST	Opposed
SALAZAR ERIC	48570	610 N 11TH ST	
WASHINGTON EVELYN	45538	574 N 10TH ST	
WILLIAMS GRACE	45251	558 N 10TH ST	
WORD HAROLD EDWARD	45938	1034 ASH ST	
ZIMMERMAN PHILLIP & MELODY	42918	460 N 11TH ST	In favor
ZIMMERMAN PHILLIP & MELODY	42407	1102 N TREADAWAY BL	In favor
ZIMMERMAN PHILLIP & MELODY	43040	1109 ASH ST	In favor
ZIMMERMAN PHILLIP & MELODY	42640	442 N 11TH ST	In favor
ZIMMERMAN PHILLIP & MELODY	42523	434 N 11TH ST	In favor
ZIMMERMAN PHILLIP & MELODY	42762	450 N 11TH ST	In favor

Attachments

- Application
- Future Land Use Map/Comp Plan Info
- Land Development Code Information
- LC Sharps Subdivision Plat
- Resolution NO. 16-2011
- Resolution NO. 21-1998
- Resolution NO. 23-1980
- Ordinance NO. 52-2015

ZONING MAP



LOCATION MAP



LAND USE AND DEVELOPMENT

Infill and Redevelopment

Objective: Encourage infill and redevelopment projects that enhance surrounding areas, are contextual, and in character with existing surrounding development. Promote new growth in well-defined contiguous areas in order to avoid leapfrog development.

Discussion: The concepts of infill and redevelopment are critical elements of the Comprehensive Plan. The term “infill” refers to the development of vacant land generally within the interior regions of the City, while “redevelopment” refers to the reuse of existing development. Rather than promoting growth that spreads out across the landscape and consumes vast amounts of land, infill and redevelopment focuses on keeping the City’s overall development pattern more compact.

Infill and redevelopment projects that are compatible with and enhance surrounding development provide significant benefits to the community. They stabilize and revitalize existing neighborhoods, make efficient use of existing infrastructure, minimize long-term costs of system maintenance, and support quality, mixed-use activity centers. By creating a more dynamic central city, infill and redevelopment can also act as a magnet to attract more residents and businesses into the interior of the city. This revitalization will support neighborhood businesses, schools, and public facilities.

While infill and redevelopment are key components to the Plan, these concepts do not preclude growth outside the central city. The Land Use and Development Plan facilitates development throughout the entire city. However, it uses a combination of supportive regulations and financial or infrastructure incentives to lure growth to locations that are more desirable from a public interest standpoint. Leveraging public investments targeted to infill and redevelopment areas is one way in which the city can promote sustainable private development. The City can also scale development fees based on a project’s proximity to existing infrastructure and services.

- Strategy 14: Encourage infill and redevelopment activity within the urbanized area of the city through the use of financial and infrastructure incentives, which create a positive cost advantage for development in the central city. (See Figure 4)
- Strategy 15: Engage property owners and businesses in neighborhood planning to determine appropriate intensities, uses, and development criteria for redevelopment and infill projects at designated Activity Centers.
- Strategy 16: Develop infill and redevelopment design guidelines and standards to ensure that the scale, massing, height, and site design of projects are compatible with and enhance surrounding neighborhoods (See Community Appearance Element). Review and revise regulations to create flexible development standards that facilitate infill and redevelopment projects.
- Strategy 17: Adopt appropriate building sub-codes to facilitate the reuse and redevelopment of older, and often, obsolete structures in a manner that protects public health, safety, and welfare.
- Strategy 18: Target City infrastructure investments and improvements to preferred infill development and redevelopment areas, such as designated Activity Centers.

Section 2.4.2.1 The Land Use Matrix

(a) The Land Use Matrix begins on the following page.

LEGEND: P - Permitted, Blank - Not Permitted, C - Conditional Use Permit, TP - Requires a Temporary Permit, * - Conditions Apply See [Ch. 2 Art. 5](#) Div. 3

PERMITTED USES	A O	R R	R S	P H	T H	M D	M F	M H	C U	N O	O	N R	G R	M U	C B	M X	G C	H C	LI	H I	PARKING REQUIREMEN T (also refer to Chapter 4, article 2, Division 1)
Residential Uses																					
Trade - Retail Uses																					
Retail Sales/Rental (automobile/small truck)																	P	P	P		1/500 SF + 1/2,000 SF area of outdoor sales
Retail Sales/Rental (trucks and other large vehicles and equipment)																	C	P	P		1/500 SF + 1/2,000 SF area of outdoor sales

(Ord. No. 8-2010, pt. 1 (Exh. A), 4-22-10)

Section 2.3.3.10 Heavy Commercial (HC) District

(a) **Purpose.** The Heavy Commercial (HC) District is intended to accommodate the sale, service, display, and storage of certain commodities which by their nature may not be compatible with many other sales and display operations. Building material yards, contractor yards, open storage and warehousing are examples of such heavy use.

(b) **Authorized Uses.** The following are authorized uses under the regulations established in this chapter:

- (1) Permitted and conditional uses as authorized in the Land Use Matrix in Article 5 [\[Article 4\]](#), [Division 2](#) of this [Chapter 2](#);
- (2) Accessory uses as authorized in Article 5, Division 3 [\[Article 4, Division 4\]](#) of this [Chapter 2](#).

(c) **Site Layout and Building Requirements.** All development within this district shall meet the minimum site layout and building requirements outlined in [Table 2-4](#).

(d) **Outside Display.** In conjunction with any permitted or conditional use (unless specifically prohibited as part of the CUP), outside display, as defined by this LDC, shall be permitted subject to the following:

- (1) Such display shall be confined to a pedestrian walkway (e.g., sidewalk area) immediately adjacent to the building containing the primary use, shall not extend from such building a distance of more than ten feet (10'), and shall be located wholly under a permanent part of a main business building such as an overhang. Such display shall not in any case be permitted within parking areas.
- (2) Such display shall not be kept outside after the business closes or for an overnight period.

(3) Adherence to requirements within [Chapter 4](#), [Article 2](#), [Division 5](#) of this LDC.

(e) Outside Storage.

(1) In conjunction with any permitted or conditional use (unless specifically prohibited as part of the CUP), outside storage, as defined by this LDC, shall be permitted, but shall be screened by an opaque wall or fence, so as to block the outdoor storage area from view outside the boundaries of the subject property wherever such boundaries abut more restrictive zoning districts (e.g., General Commercial, Neighborhood Commercial, Mixed Use, etc.).

(2) Refer to [Chapter 4](#), [Article 2](#), [Division 5](#) of this LDC for outside storage requirements.

(f) Refuse Areas/Containers. Refer to [Chapter 4](#), [Article 2](#), [Division 4](#) of this LDC for screening requirements.

(g) Site Plan Required. A Site Plan in accordance with [Chapter 4](#), [Article 1](#), Division 1 [[Division 2](#)] shall be required for all development, except single-family and two-family, within this HC District.

(Ord. No. 8-2010, pt. 1 (Exh. A), 4-22-10)

Section 4.2.5.1 General Standards

(d) Outdoor storage of materials not displayed for sale is subject to the following requirements:

(1) Where allowed and required to be screened, outdoor storage must be screened to a minimum height of 6 feet, up to 8 feet where the stored materials are greater than 6 feet in height, through a combination of landscaping, fences/walls, and/or berms.

(2) Not allowed within 5 feet of a property line.

(3) In Industrial or Agricultural/Open Space districts, outdoor storage is allowed and must be screened from residential districts

(4) In Heavy Commercial (HC) districts, outdoor storage:

a. is allowed only as an accessory use,

b. is allowed only in rear yards and side yards not adjacent to a street, and

c. must be screened from adjacent rights-of-way and less-intensive zoning districts

(Ord. No. 8-2010, pt. 1 (Exh. A), 4-22-10)

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 HC Zoning

RESIDENTIAL USES:

C	Hotel/Motel
<u>ACCESSORY AND INCIDENTAL USES:</u>	
P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Drive-Through Facility
TP	Field Office or Construction Office (temporary)
P	Freight Container
P	Fuel Sales
TP	Itinerant Business
P	Manufacturing (incidental)
C	Mobile Home (permanent security residence)
TP	Mobile Home (temporary security residence)
P	Mobile Home or Temporary Building (office for sales and service)
P	Recycling Collection Point
C	Travel Trailers (accessory to hospitals)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

C	Adult Entertainment Enterprise
P	Civic, Social, and Fraternal Organization
P	Cultural Facilities
P	Drive-in Theater
C	Motorized Racing
P	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)
P	Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

P/C	Automobile Wash
P	Contractor Services
P	Funeral Home/ Mortuary/Morgue
P	Kennel (With Outdoor Pens)
P	Kennel (Without Outdoor Pens)
P	Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
P	Laundry/Dry Cleaning Services & Facilities
P	Office (general, professional, financial)
P	Printing, Copying, Reproduction, Publishing
P	Recycling Collection and Processing Center
P	Repair and Maintenance Services - Automobile/Small Truck (major)
P	Repair and Maintenance Services - Automobile/Small Truck (minor)
P	Repair and Maintenance Services (indoor)
P	Repair and Maintenance Services (outdoors)
P	Repair and Maintenance Services (truck and other large vehicles)
P	Scales (public)
P	Storage - Self-Service Units
P	Tattoo Parlor
P	Taxidermist
P	Veterinary Service (all size animals)
P	Veterinary Service (small animals)
P	Wrecker/Towing

TRADE – RETAIL USES

P	Aircraft and Accessories
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Fuel Sales
P	Head Shop
P	Liquor Store (Off Premises Consumption) (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)
P	Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

P	Liquor, Wholesale/Distribution
P	Wholesaling and Storage (indoor)
C	Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
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
C	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

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

Indicates Permitted
Uses not Permitted
within GC District

P = Permitted in HC
but requires
Conditional Use
within GC District

LEGEND

P	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)
C	Permitted as a Conditional Use Permit, Requiring Approval by City Council
TP	Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

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



Indicates Permitted
Uses not Permitted
within HC District

C = Requires
conditional use
permit

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

SUBDIVISION OF LOT No. 4 Block No. 199.

L. C. SHARP'S ADDITION TO ABILENE.

PLUM STREET.



I, L. C. Sharp, the owner of Lot No. 4 in Block No. 199 of the City of Abilene in Taylor County, Texas do hereby make the subdivision of said lot as shown by the map hereto attached.

L. C. Sharp

The State of Texas,)
County of Taylor.) Before me, W. S. O. Johnson a Notary Public in and for Taylor County, Texas, on this day personally appeared L. C. Sharp known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 31st day of May 1907.

Seal

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE TO AMEND THE CITY'S COMPREHENSIVE PLAN ADOPTING AND INCORPORATING THE CARVER NEIGHBORHOOD PLAN AS A NEIGHBORHOOD PLAN ATTACHMENT

WHEREAS, Carver Neighborhood is a critical local neighborhood located near the downtown area, and

WHEREAS, the Comprehensive Plan of the City of Abilene promotes neighborhood planning for existing and developing neighborhoods as a means to protect, enhance and stabilize areas within the City, and

WHEREAS, the City of Abilene has determined that sustainable development of the land in the Carver neighborhood will promote the community's long-term general welfare; now therefore:

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

PART 1: That the Comprehensive Plan of the City of Abilene is hereby amended adding the Carver Neighborhood Plan as shown on Exhibit "A" as an addendum to the Plan and made a part of this resolution for all purposes.

PART 2: That the area covered by this Carver Neighborhood Plan is hereby designated as an "Infill Development Area" and is eligible for fee reductions and other incentives adopted as part of the City's Infill Development Strategy.

PART 3: That this amendment is effective immediately.

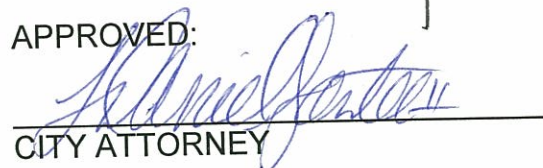
PASSED this 25th day of August A.D. 2011.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY

Housing

Goal: Increase the quality and quantity of housing stock in the Carver Neighborhood.

Objectives:

- Increase quantity of available single & multi-family housing units
- Improve condition of existing housing stock

Land Use

Goal: Facilitate quality and compatible land use in the Carver Neighborhood.

Objectives:

- Encourage quality and neighborhood-friendly commercial and residential land use, including a mixture of alternatives to traditional single-family housing
- Promote beautification along public rights of way
- Renovate or remove deteriorated structures
- Improve Stevenson Park facilities and drainage
- Designate the entire Carver Neighborhood as a designated “Infill Area”

Public Services

Goals: Enhance the level and quality of public service in the Carver Neighborhood.

Objectives:

- Improve infrastructure, including sidewalks and street lights
- Expand activities and educational and cultural offerings at the G.V. Daniels Recreation Center
- Adjust CityLink schedule to better serve the residents
- Develop better communication between law enforcement and residents

LAND USE

Goal: Facilitate quality neighborhood-compatible land use

Objective A: Rezone properties from Heavy Commercial to less intensive zoning districts

ITEM #	STRATEGIES	ANTICIPATED PARTNERSHIPS	FUNDING SOURCES	TIMETABLE	REMARKS/STATUS
1	Rezone Heavy Commercial properties along Pine Street, Treadaway Blvd.	I-CAN City Planning Hendrick Texas Tech	General Fund	1998 - Ongoing	Zoning changes as property is redeveloped 2010 – Many areas have already been rezoned to Medical Use or College/University
2	Rezone Heavy Commercial properties on N 13 th St. to resid.	I-CAN City Planning	General Fund	1998 - Ongoing	Currently zoning changes as property is redeveloped
3	Rezone from General Commercial to Office on N 17 th - 18 th at Pine St. & Walnut St.	I-CAN City Planning	General Fund	1998 -Ongoing	2010 - Current Zoning changes have been to Office or Medical Use

Objective B: Renovate or remove deteriorated structures

1	City Code Enforcement, Board of Building Standards work to clean-up properties	I-CAN City Residents	CDBG Private Public	1998 - Ongoing	2010- Currently, several structures have been condemned, demolished and removed
2	Adopt a Property Maintenance Code	City	General Fund	2012-2013	Determination to be made whether Code should apply citywide, to particular areas, or to particular land uses

Objective C: Improve Stevenson Park community facilities

1	Stevenson Park pool and playground repaired or replaced	City Parks & Rec. Planning & Development Services	General Fund CDBG	1999 -2002	Work Completed
---	---	---	----------------------	------------	----------------

Objective D: Designate Carver Neighborhood as an “Infill Development Area”

1	Designate the neighborhood as an infill area eligible for development incentives under the City’s Infill Program	Planning & Development Services	N/A	2011	Will be accomplished through the Plan’s adopting resolution
2	Continue with implementation of the City’s proposed Infill Development Strategy	Planning & Development Services	General Fund	2012 - 2015	As staffing and resources allow, City staff will proceed with additional action items.

RESOLUTION NO. 21-1998

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, ADOPTING THE CARVER NEIGHBORHOOD REVITALIZATION PLAN - 1998.

WHEREAS, this Council has received a request to adopt the Carver Neighborhood Revitalization Plan - 1998; now, therefore

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

PART 1: That the document entitled Carver Neighborhood Revitalization Plan - 1998 is hereby adopted as indicated by Exhibit "A".

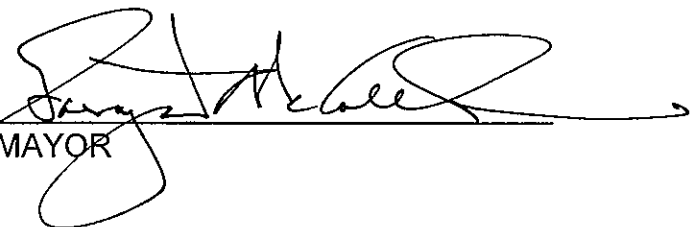
PART 2: That the Planning and Zoning Commission shall periodically review the Carver Neighborhood Revitalization Plan - 1998 and recommend to the Council extensions, changes or additions to the Plan which the Commission considers necessary in the light of changing conditions.

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

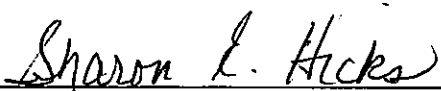
ADOPTED THIS 9 day of July, A.D. 1998.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY

N. 18th Street

Carver Neighborhood

Land Use

Map 3

Z-2021-28

N. 13th

Pine Street

N. 10th

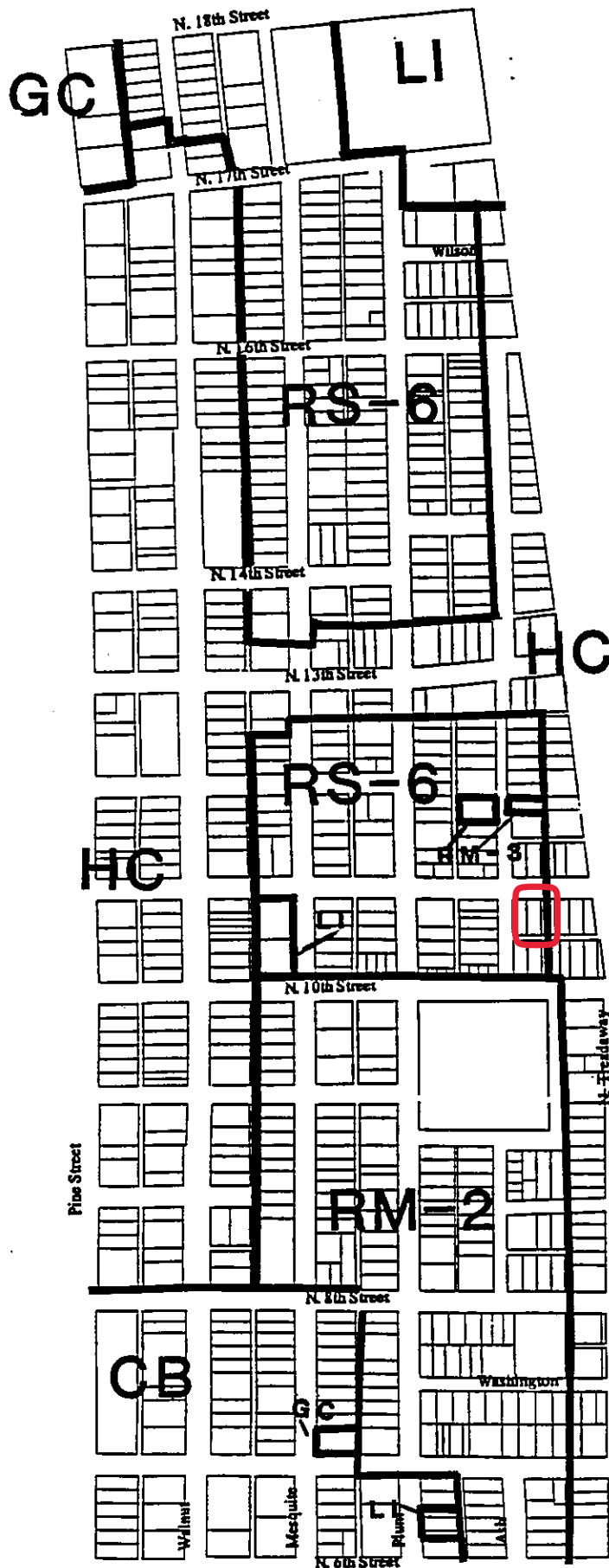
N. Treadaway Blvd.

Land Use

- ☐ Single Family
- ☒ Multi-Family
- ☒ Commercial
- ☒ Public/Semi-Public
- ☒ Church
- ☐ Vacant

N. 6th Street

Planning Division
City of Abilene



CARVER

Zoning Districts

1997

Carver Zoning Districts:
 RS-6 = Residential Single Family
 RM-3 = Res. Multi-Fam. (Duplex)
 RM-2 = Res. Multi-Fam. (Apts.)
 CB = Central Business District
 GC = General Commercial
 HC = Heavy Commercial
 LI = Light Industrial

Type text here

MAP 5

Z-2021-28

Planning Division
 City of Abilene

General Summary

The Carver Neighborhood is typical of many older established neighborhoods. A proportionately high number of homes are either owned by long-term residents or are rented to a variety of individuals. Much of the housing stock is close to 50 years old and many homes are in need of some repair. Vacant land is fairly prominent in the neighborhood due to a considerable number of demolitions during the last 20 years. Some homeowners cannot afford to repair their homes and a number of absentee owners do not invest capital into rental property and the structures decline due to age and neglect. However, there are intermingled homes in excellent condition within the neighborhood. In addition, there seems to be a fair mix of affordable homes in a neighborhood that is centrally located to downtown and close to Abilene Christian University, Hardin Simmons University, and the Hendricks Health System. Several historic homes within the neighborhood add a cultural element to the existing housing stock.

Development patterns within Carver have favored a mix of single-family, multi-family, and commercial uses. The major thoroughfares of Pine and Treadaway, forming the western and eastern boundaries of the neighborhood, exhibit a mix of commercial businesses that primarily serve Abilene as a whole, rather than the specific neighborhood. In addition, the Heavy Commercial zoning appears to be too intensive to surround a primarily residential neighborhood. However, businesses such as auto repair and convenience stores can serve certain neighborhood needs. Much of the older housing stock, while retaining a single-family use, is zoned multi-family; thus allowing for conversion to apartments or duplexes. Vacant land in the area is suitable for revitalization activities such as new housing or additional recreational opportunities.

Streets within the neighborhood are well maintained and paved. While sidewalks exist in some areas, the sidewalk condition is deteriorating due to age and neglect. There are pockets where streetlights do not provide adequate illumination. The area is served by a wide array of public services. The Carver Residential Survey indicated a 13% ridership of public bus routes serving the Carver Neighborhood, which can be considered significant. Children in the neighborhood attend College Heights and Valley View Elementaries, Jefferson Middle School, and Cooper High School. Carver Park, which contains the G.V. Daniels Recreation Center, serves as the primary recreation center for the neighborhood, although some residents appear to utilize Stevenson Park pool and playing areas as well. Residents hope for more recreational opportunities for children and are concerned for child safety.

HOUSING

Goal: Increase the quality and quantity of the housing stock in Carver.

Objectives: Increase quantity of available rental units (single- and multi-family) and homeowner units for purchase.

Improve the quality of rental- and owner-occupied housing stock.

Address housing repair needs of neighborhood residents, particularly elderly and disabled residents.

LAND USE

Goal: Facilitate quality and compatible land use in the Carver area.

Objectives: Encourage quality commercial and residential land use.

Promote beautification along public right-of-ways.

Renovate and/or remove deteriorating structures.

Improve Stevenson Park community facilities and drainage.

PUBLIC SERVICES

Goal: Enhance the level and quality of public service in the Carver Neighborhood.

Objectives: Improve infrastructure and physical conditions.

Expand the physical capacity and activities at G.V. Daniels Recreation Center to increase community involvement.

Improve relationships between law enforcement and residents.

Enhance public transportation serving the neighborhood.

Take full advantage of opportunities available through the Abilene Fire Department.

LAND USE

GOAL: FACILITATE QUALITY AND COMPATIBLE LAND USE IN THE CARVER AREA.

Objective A: Encourage quality commercial and residential land use.

STRATEGIES	ANTICIPATED PARTNERS FOR EXECUTING STRATEGIES (bold indicates lead partners)	ANTICIPATED FUNDING SOURCES	ANTICIPATED TIMETABLE (and/or frequency)	REMARKS/STATUS
1. Downzone HC (Heavy Commercial) along Pine and Treadaway Streets to GC (General Commercial); downzone LI (Light Industrial) at N. 18th to GC (General Commercial).	City Planning, ICAN	GF	1998	
2. Eliminate HC (Heavy Commercial) along N. 13th and replace with residential zoning.	City Planning, ICAN	GF	1998	
3. Rezone GC areas that are at N. 17th, N. 18th, Pine, and Walnut to O (Office) zoning.	City Planning, ICAN	GF	1998	

Page 56

Objective B: Promote beautification along public right-of-ways.

STRATEGIES	ANTICIPATED PARTNERS FOR EXECUTING STRATEGIES (bold indicates lead partners)	ANTICIPATED FUNDING SOURCES	ANTICIPATED TIMETABLE (and/or frequency)	REMARKS/STATUS
1. Examine beautification opportunities in strategic neighborhood areas and along North Treadaway in three phases: Phase I - N. 1st to N. 13th; Phase II - N. 13th to Pine; Phase III - Pine 3rd & Pine to I-20.	TXDOT, ICAN, local community groups	Public Grants Private	2000	
2. Examine signage reduction along North Treadaway.	TXDOT, City Planning, local community groups.	GF	1998/99	

56
RESOLUTION NO. 23-1980

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPOINTING CITIZENS TO THE CARVER NEIGHBORHOOD PLANNING & REFERRAL
COMMITTEE.

WHEREAS, the City of Abilene is involved in neighborhood improvement activities in the Carver Neighborhood Strategy Area; and,

WHEREAS, it is desirable and in the public interest to promote a good relationship between the City and Carver neighborhood property owners and residents; now, therefore,

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

PART 1: That the Carver Neighborhood Planning & Referral Committee be authorized as a City Committee and the following members selected by the neighborhood be acknowledged:

<u>MEMBER</u>	<u>SUB-AREA</u>	<u>TERM EXPIRES</u>
Rev. Robert Giles, Chairman	1	No Term
Hazel Reed	2	"
Glo Young	3	"
Lula Mae Jackson	4	"
Michael Mellen	5	"
Claudia Burns	6	"

PART 2: That the Carver Neighborhood Planning & Referral Committee be charged with assisting the City staff in dissemination of public information to Carver neighborhood property owners and residents concerning appropriate neighborhood activities. Furthermore, the Committee will serve as liaison between the City staff and Carver property owners and residents on matters of mutual interest.

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

ADOPTED this 23rd day of October, A.D. 1980.

ATTEST:

Ruth Hodgson
CITY SECRETARY

Steven Lander
MAYOR

APPROVED:

Mary Sanders
CITY ATTORNEY

5. NEEDS AND STRATEGIES

As a result of the year-long planning and citizen participation effort described in Chapter 4, several needs and problem areas have been identified. They are described in this chapter, along with strategies and solutions for dealing with them.

A combination of strategies will be employed throughout the next three years toward revitalization of the Carver Neighborhood Strategy Area. Strategies include Community Development Block Grant funding, policy and program adjustments, and other funding sources. Perhaps the most important strategy for successful revitalization of the Carver NSA is active citizen involvement. The citizen participation process outlined in Chapter 4 should provide a suitable framework to achieve this.

Community Development Block Grant funds will fulfill many of the needs outlined in the previous chapter. The CDBG budget for FY 1980 has been approved by the City Council, and was submitted to HUD for approval on July 15, 1980. Table 3 lists those neighborhood projects scheduled for CDBG funding in FY 1980 as well as projected expenditures for FY 81 and FY 82. Figures for the last two years are subject to change, as the planning process continues in Carver and other needs and strategies are identified.

5.1 LAND USE

As discussed in Chapter 3, the diversity and mixture of land uses within the Carver neighborhood creates certain undesirable conditions. Proximity of commercial areas to homes sometimes causes increased noise, traffic, and unsightliness, making residential life less comfortable thereby detracting from the value of residential property. Yet the large number of vacant lots, poor condition of many homes, and low property values often make commercial redevelopment attractive. Many neighborhood residents view the expansion of commercial activities into residential areas as a threat to the very existence of the neighborhood. They have repeatedly stated their desire to see existing residential zones preserved, and even expanded if possible. It is believed that neighborhood revitalization and overall improvement of living conditions can only occur within a relatively stable residential environment.

A land use plan for Carver has not yet been presented to the Planning and Zoning Commission, nor have final staff recommendations been formulated. However, several preliminary alternatives were discussed with the Carver Neighborhood Advisory Committee. Two committee meetings were devoted to developing an acceptable configuration for neighborhood land use, shown in Figure 11.

ORDINANCE NO. 52-2015

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23, part known as the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

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

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

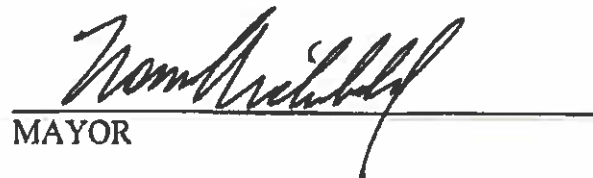
PASSED ON FIRST READING this 22nd day of September, A.D. 2015.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 21st day of August, 2015, 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 22nd day of October, 2015 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 22nd day of October, A.D. 2015.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY

ORDINANCE NO. 52-2015

EXHIBIT "A"

Rezone property from RS-6 (Single-Family Residential) to HC (Heavy Commercial) zoning.

Legal Description:

Lots 2-3, Block 199, 4-A STEVENSON ABL OT
W40' of Lot 15 199 4 1 L C SHARP ABL OT
Lots 16-18, Block 199, 4-1 SHARP



Location:

442, 450, & 460 N. 11th St and 1109 & 1127 Ash St

-END-

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

CASE #: Z-2021-28

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: ROBINSON ELMO
Parcel I.D.: 46696
Address: 622 N 10TH 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:

Margaret Ann Mumford

*this property belonged
to my grand father, + my mom, which I plan on keeping
both are deceased, and I pay
the taxes*

OCT 4 AM 10:46

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

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

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2021-28

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: LANKFORD TERRY & SUSAN

Parcel I.D.: 46578

Address: 618 N 10TH ST

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

Email: planning@abilenetx.gov

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature: Susan Lankford

Yes, the property should be changed ~~to~~ from (RS-6) to (HC)!

1

SEP 29 PM 4:11

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

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

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2021-28

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

ASE #: Z-2021-28

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: LANKFORD TERRY & SUSAN

Parcel I.D.: 46451

Address: 602 N 10TH 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:

Susan Lankford

Yes, the property should be changed from (RS-6) to (HC)!

SEP 29 PM 4:11

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

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

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

CASE #: Z-2021-28

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: FERGUSON JASON
Parcel I.D.: 44810
Address: 542 N 10TH ST

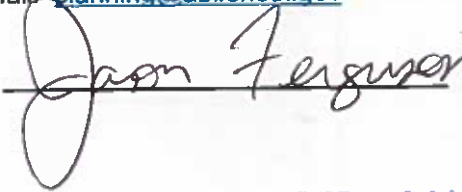
Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments: 

I am opposed ☐

Signature: _____



SEP 29 PM 4:11

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

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

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2021-28

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: HENLEY JENNY

Parcel I.D.: 43279

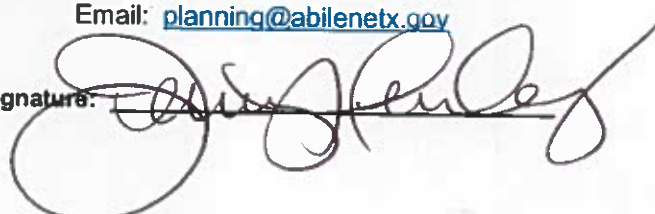
Address: 541 N 11TH ST

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: 

SEP 29 PM 4:11

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

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

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2021-28

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

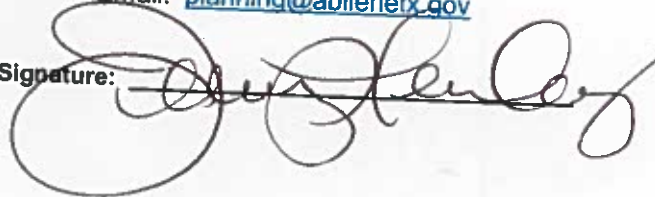
Name: HENLEY JENNY
Parcel I.D.: 43163
Address: 557 N 11TH ST

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature:



SEP 29 PM 4:11

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

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

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

CASE #: Z-2021-28

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: ZIMMERMAN PHILLIP & MELODY
Parcel I.D.: 43040
Address: 1109 ASH 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: Phil Zimmerman

OCT 1 AM10:38

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.

For the PLANNING & ZONING COMMISSION

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

Case #: Z-2021-28

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: ZIMMERMAN PHILLIP & MELODY

Parcel I.D.: 42918

Address: 460 N 11TH 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:

Phil Zimmerman

OCT 1 AM 10:38

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.

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

CASE #: Z-2021-28

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: ZIMMERMAN PHILLIP & MELODY

Parcel I.D.: 42762

Address: 450 N 11TH 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: Phil Zimmerman

OCT 1 AM10:38

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.

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2021-28

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: ZIMMERMAN PHILLIP & MELODY

Parcel I.D.: 42640

Address: 442 N 11TH 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: Phil Zimmerman

OCT 1 AM 10:38

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.

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2021-28

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: ZIMMERMAN PHILLIP & MELODY

Parcel I.D.: 42523

Address: 434 N 11TH 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: Phil Zimmerman

OCT 1 AM 10:39

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

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

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

CASE #: Z-2021-28

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: ZIMMERMAN PHILLIP & MELODY
Parcel I.D.: 42407
Address: 1102 N TREADAWAY BL

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

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature: Phil Zimmerman

OCT 1 AM 10:38

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.



Development Application

Planning

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

Other: _____

Project Name: _____

Address: 437, 541, AND 557 NORTH 11TH STREET No. of lots: 3 Acreage: 0.4821

Legal Description: Lots 1, 2, 3 in Block 2 of L.C. Sharp's Subdivision of Lot #4 in Block 99, Original Townsite of Abilene

Subdivision Name: L. C. Sharp's Addition to Abilene Block: NO. 99 Lot: 1, 2, 3

Current Zoning: RS6 Proposed Zoning (if applicable): HC

OWNER AND AUTHORIZATION

Owner Name: James Larrel Pitts, Jr.

Address: 432 Elm Creek Road

City, State, Zip: Abilene, TX 79601 Fax: _____

Phone: 325-829-4840 Email: Radical.Rides@hotmail.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) Jenny Henley will act as my agent before the Planning and Zoning Commission.

Agent Name: Jenny Henley, Attorney

Address: 702A Hickory St

City, State, Zip: Abilene, TX 79601 Fax: 325-672-5400

Phone: 325-677-3195 Email: justicewithjenny@hotmail.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: 9-3-21

FOR OFFICE USE ONLY

Received: 9/3/2021 Fee: \$ 1500 Receipt No.: _____

Case No.: _____ Reviewed By: NICK WATTS



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.

My name is James Pitts and I am requesting to rezone Lots 1, 2, and 3 in Block 2 of L.C. Sharp's Subdivision of Lot

4 in Block 199, Original Townsite of Abilene. The lots are currently zoned RS6 and I am requesting to rezone to HC.

I currently own three (3) additional lots that are zoned HC that touch or are in immediate proximity to the lots 1, 2, and

3 that I wish to rezone. I have been in business at the current location (1042 N Treadaway Blvd) that is currently

zoned HC since 2006 and I had been maintaining lots 1, 2, and 3 prior to purchase for many years, particularly after

the City condemned homes on the lots and the property owners made agreements with me to mow and upkeep

the lots for my use. I then purchased the lots and would like to include them into my business property. I am the

current owner.

All of the previously zoned RS6 lots across the street on N11th (approximately 10 lots) between N. Treadaway Blvd. and Ash

Street have recently rezoned from Residential to Heavy Commercial within the last several years by the owner, Ms.

Susan Langford, and there are no residences on any of those or any of the lots that I already own. I was advised to rezone

my lots 1, 2, and 3, because the property use is not residential and I do not plan to build any homes on them. I purchased

them to add to my business property which is already zoned HC.

I would respectfully ask that my three remaining properties subject to this application also be rezoned HC and I

thank you for your consideration in this matter.



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.

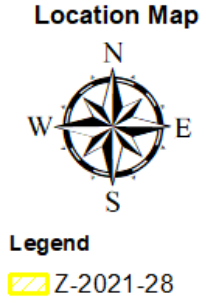
SIGNED: _____

A handwritten signature in black ink, appearing to read "James J. Burr", written over a horizontal line.

DATE: _____

9-3-21

Case:	Z-2021-28
Owner:	James Larrel Pitts, Jr.
Agent:	Jenny Henley
Request:	Rezone from a Single-Family Residential (RS-6) District to a Heavy Commercial (HC) District.
Location:	447, 541, & 557 North 11 th Street
Notification:	11 in Favor, 1 Opposed
Planning & Zoning Recommendation:	Approval, October 5, 2021



Z-2021-28 ZONING MAP



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 HC Zoning

RESIDENTIAL USES:

C	Hotel/Motel
<u>ACCESSORY AND INCIDENTAL USES:</u>	
P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Drive-Through Facility
TP	Field Office or Construction Office (temporary)
P	Freight Container
P	Fuel Sales
TP	Itinerant Business
P	Manufacturing (incidental)
C	Mobile Home (permanent security residence)
TP	Mobile Home (temporary security residence)
P	Mobile Home or Temporary Building (office for sales and service)
P	Recycling Collection Point
C	Travel Trailers (accessory to hospitals)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

C	Adult Entertainment Enterprise
P	Civic, Social, and Fraternal Organization
P	Cultural Facilities
P	Drive-in Theater
C	Motorized Racing
P	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)
P	Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

P/C	Automobile Wash
P	Contractor Services
P	Funeral Home/ Mortuary/Morgue
P	Kennel (With Outdoor Pens)
P	Kennel (Without Outdoor Pens)
P	Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
P	Laundry/Dry Cleaning Services & Facilities
P	Office (general, professional, financial)
P	Printing, Copying, Reproduction, Publishing
P	Recycling Collection and Processing Center
P	Repair and Maintenance Services - Automobile/Small Truck (major)
P	Repair and Maintenance Services - Automobile/Small Truck (minor)
P	Repair and Maintenance Services (indoor)
P	Repair and Maintenance Services (outdoors)
P	Repair and Maintenance Services (truck and other large vehicles)
P	Scales (public)
P	Storage - Self-Service Units
P	Tattoo Parlor
P	Taxidermist
P	Veterinary Service (all size animals)
P	Veterinary Service (small animals)
P	Wrecker/Towing

TRADE – RETAIL USES

P	Aircraft and Accessories
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Fuel Sales
P	Head Shop
P	Liquor Store (Off Premises Consumption) (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)
P	Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

P	Liquor, Wholesale/Distribution
P	Wholesaling and Storage (indoor)
C	Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
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
C	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

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

Indicates Permitted
Uses not Permitted
within GC District

P = Permitted in HC
but requires
Conditional Use
within GC District

LEGEND

P	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)
C	Permitted as a Conditional Use Permit, Requiring Approval by City Council
TP	Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

Permitted Uses in GC Zoning *(lower intensity district)*

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

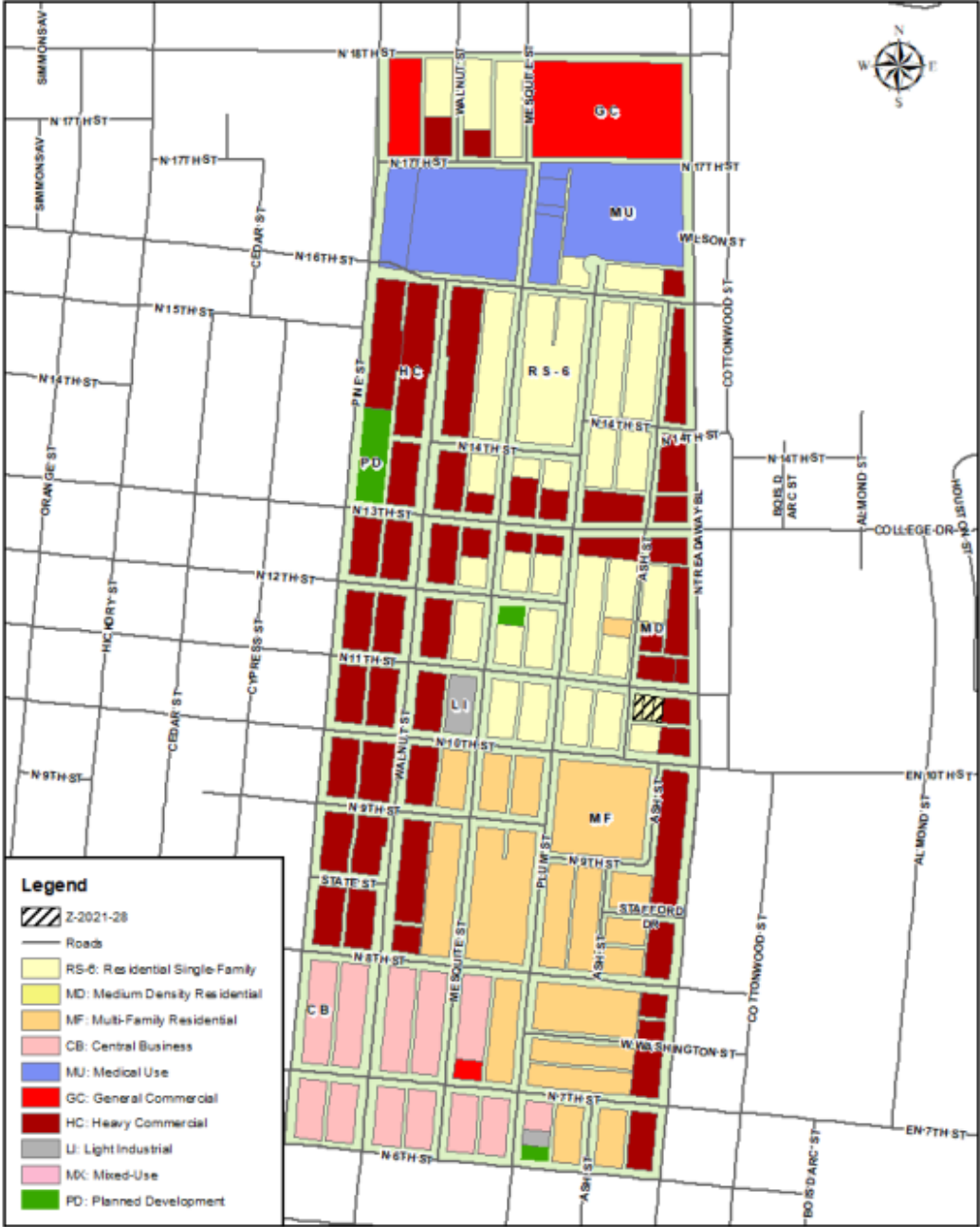
Indicates Permitted
Uses not Permitted
within HC District

C = Requires
conditional use
permit

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



➤ CARVER NEIGHBORHOOD STRATEGY AREA



➤ CARVER NEIGHBORHOOD STRATEGY AREA



South view of
Subject Properties



Neighboring
Property (east)



Neighboring
Property (north)



Neighboring
Property (south)



South view of
Subject Properties



Neighboring
Property (west)



Neighboring
Property (south)





Z-2021-28 NOTIFICATION AREA MAP



- Not consistent with the *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: Denial due to:
 - The Future Land Use and Development Plan Map identifies this area for single-family residential. The requested zone change is not appropriate for the land use and does not align with the Development Plan Map.
 - The Comprehensive Plan suggests Infill and Redevelopment of vacant land should be compatible with and enhance surrounding development and provide significant benefits to the community. Infill and redevelopment should also stabilize and revitalize existing neighborhoods and support quality, mixed use activity centers
 - Resolution NO. 16-2011 added The Carver Neighborhood Plan to the Comprehensive Plan as an addendum which stated the goal is to “facilitate quality neighborhood-compatible land use and the objective to “Rezone properties from Heavy Commercial to less intensive zoning districts.”
 - A resurgence of new construction single-family dwellings within the Carver neighborhood suggests that residential lots are still desired.
 - Permitting more commercial zoning districts will continue the disinvestment of the Carver Neighborhood. The slow expansion of commercial activity within the Carver neighborhood has exaggerated the pattern of disinvestment resulting in the single-family residential areas of the neighborhood wedged in-between commercial zoning.
- Planning and Zoning Recommendation: Approval

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 10/28/2021

TO: Tim Littlejohn, Chief Building Official

FROM: Cheryl Sawyers, Planning Services Manager

SUBJECT: 14. Ordinance (First Reading) Z-2021-29: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from Weatherbee Construction Inc. (Represented by Enprotec/Hibbs & Todd, Engineering Consultants) to Amend Terms and Conditions of Planned Development District Number 104 (PD 104) as They Affect Approximately 18 Acres of Now-Vacant Land Located Therein and Planned for Low to Medium Densities of Single and Two-Family Homes (Tim Littlejohn)

GENERAL INFORMATION

Z-2021-29: The applicant seeks to amend the terms and conditions of the ordinance governing use and development of land in Planned Development District Number 104

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of six (6) to zero (0).

ATTACHMENTS:

1. Z-2021-29 draft ordinance
2. Z-2021-29 staff report
3. Z-2021-29 Council presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, LAND DEVELOPMENT CODE OF THE ABILENE CITY CODE, SPECIFICALLY BY AMENDING TERMS AND CONDITIONS OF PLANNED DEVELOPMENT DISTRICT NUMBER 104 (PD 104) AS WELL AS ORDINANCE NUMBERS 24-2006 AND 57-2015; 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 specifically by modifying certain terms and conditions of Ordinance Numbers 24-2006 and 57-2015 concerning PD 104 (a Planned Development District) as set out in accompanying Exhibits concerning the same said PD 104, 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 28th day of October, 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 18th day of September, 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 4th day of November, 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 in the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 4th day of November, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

AMEND PART 7: Specific Modifications, Subpart A.3 therein concerning uses permitted in Tract 3, specifically as follows:

DELETE: all existing Subpart 7.A.3 which presently reads as follows:

3. Tract 3

- Uses permitted in the MD (Residential Medium-Density) zoning district. Development under the MD standards must meet the requirements of Part 7.B.14 of this ordinance.
- Self-storage units are permitted in Tract 3 subject to the following limitations:
 - a. Front exterior facades must be at least 75% masonry, brick, stone, stucco, EIFS or any combination of the preceding.
 - b. Any exterior façade other than the front that is visible from any public right-of-way shall be at least 75% masonry, brick, stone, stucco, EIFS or any combination of the preceding.
 - c. All building materials, including doors, that are visible from a public right-of-way shall be of a neutral color.
 - d. Outside storage (including RV storage) is not permitted.
 - e. Fencing requirements:
 - 1. Chain-link fencing may be used on the north side and/or the west side.
 - 2. No barbed or razor wire fencing may be used.
 - 3. Masonry or wrought-iron fencing may be used in any area.
 - f. Sufficient refuse containers must be provided and shall be fully screened from view of the public right-of-way or any roadway.
 - g. Buildings must be on concrete foundations and all parking and maneuvering areas shall be concrete and/or asphalt.

ADD: the following replacement description of uses permitted in Tract 3 of PD 104:

3. Tract 3

- a. Uses allowed in Residential Multi-Family (MF) zoning districts, subject to all standards ordinarily required thereof and of Part 7.B.14 of this ordinance, except the overall density of housing (on any one lot) shall not exceed 18 dwelling units per acre.
- b. Self-service storage units, subject to all ordinary building and site development standards required thereof, as well as the following limitations:
 - (1) Outside storage (including storage of boats and other recreational vehicles) is not allowed.
 - (2) Fencing requirements:
 - (a) Chain-ink fencing may be used on north and west sides only.
 - (b) No barbed or razor wire fencing may be used.
 - (c) Masonry or wrought-iron fencing may be used in any area.
 - (3) Sufficient containers for solid waste disposal must be provided and shall be fully screened from view of public rights-of-way or any roadway.

- (4) Self-service storage building must be on concrete foundations, and all vehicle parking and maneuvering areas shall be improved with asphaltic or portland cement binder pavement.

AMEND PART 7: Specific Modifications. Subpart A.4 therein concerning permitted uses in Tract 4, specifically as follows:

DELETE: all existing Subpart 7.A.4, which presently reads as follows:

4. Tract 4

Shall develop under the provisions of the RS-8 and/or the RM-3 zoning districts, except as modified in Part 7.B.14 of this ordinance. Development under the RM-3 standards shall be limited to the following uses only:

- townhomes,
- patio homes,
- duplexes.

ADD: the following replacement description of uses permitted in Tract 4 of PD 104:

4. Tract 4

a. The use and development of land in Tract 4 shall be generally governed by the following three zoning classifications as well as by provisions expressed in Part 7.B.14 of this ordinance:

- (1) Residential Medium-Density (MD) District, with allowances for development of conventional single-family housing to ordinary standards of RS-6 zoning districts, and with a restriction that no more than two (2) dwelling units are allowed on any one lot;
- (2) Residential Townhome (TH) District, provided that any final subdivision plat (or replat) embracing lots intended for townhome dwellings must specifically identify and restrict those lots for such housing; and
- (3) Residential Single-Family Patio Home (PH) District, provided that any final subdivision plat (or replat) embracing lots intended for patio home dwellings must specifically identify and restrict those lots for such housing.

AMEND PART 7: Specific Modifications. Subpart B.14 therein addressing standards applicable to all residential development in PD 104, specifically as follows:

DELETE: Item 3 therein which stipulates that “All garages for residential structures shall have side or rear entries (no front-facing)” and renumber the remaining items in Subpart B.14 accordingly.

AMEND EXHIBIT D: OFFICE USES specifically as follows:

DELETE: RESIDENTIAL USES:

Single-Family Detached Dwellings – RS-8 or better, to be compatible with the neighborhood.

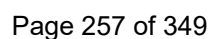
ADD: RESIDENTIAL USES:

Single-Family Detached Dwellings – to standards of RS-6 zoning districts.

ADD: the following graphic concept plan identified as Exhibit B and attached to this ordinance.

*AS AMENDED IN 2021

SCALE: 1 inch = 500 feet



ZONING CASE Z-2021-29

STAFF REPORT



Scheduled Hearings

Planning & Zoning Commission: October 5, 2021

City Council 1st Reading: October 28, 2021

City Council 2nd Reading: November 4, 2021

Applicant

Owner: Weatherbee Construction, Inc.

Agent: Enprotec / Hibbs & Todd, Engineering Consultants

Request

The applicant seeks to amend terms and conditions of the ordinance governing use and development of land in Planned Development District Number 104 (a.k.a. PD 104), specifically as follows:

1. Part 7.A.3 of PD 104 concerns the use of land in Tract 3 shown on an accompanying graphic concept plan. The applicant seeks to add a provision requiring that use and development of land in Tract 3 be generally governed by Residential Multi-Family (MF) zoning, with a restriction that overall density of residential development (on any one lot) not exceed 18 dwelling units per acre. The graphic concept plan approved with existing ordinances governing PD 104 suggests that residential development up to 18 dwellings/acre is allowed on Tract 3. The text of the existing regulations applicable to Tract 3 indicates that residential development consistent with the limits of MD zoning is allowed, as well as self-serve storage. MD zoning permits residential development only as much as 12 dwelling units per acre. The applicant wants to clarify that multi-family residential buildings up to 18 dwelling units per acre will be permitted on Tract 3, as well as self-serve storage.
2. Part 7.A.4 concerns the use of land in Tract 4 shown on an accompanying graphic concept plan. The applicant seeks to change the description of uses allowed therein, indicating that the use and development of land in Tract 4 be generally governed by the following three zoning classifications:
 - a. Residential Medium-Density (MD) Districts, with allowances for development of single-family housing to ordinary standards of RS-6 zoning districts, and with a restriction that no more than two (2) dwelling units be allowed on any one lot;
 - b. Residential Townhome (TH) Districts, provided that any final subdivision plat (or replat) embracing lots intended for townhome dwellings specifically identify and restrict those lots for such housing; and
 - c. Residential Single-Family Patio Home (PH) Districts, provided that any final subdivision plat (or replat) embracing lots intended for patio home dwellings specifically identify and restrict those lots for such housing.

This Tract 4 is located in the east half of PD 104, adjoining East South 27th Street but separated 350 feet from Oldham Lane and 500 feet from Loop 322. The text of existing ordinances governing PD 104 indicate that conventional single-family housing (not townhomes or patio homes) must conform to ordinary standards of RS-8 Districts. The current

requested amendment seeks to change this specific provision with reference to RS-6 instead of RS-8 Districts.

3. Part 7.B.14 concerns general specifications for all residential development in PD 104. The applicant seeks to remove item 3 therein, which stipulates that all garages for residential structure shall have only side or rear entries (no front facing entries).
4. The list of allowed uses in Tract 2 is attached as Exhibit D to existing ordinances governing PD 104. The applicant seeks to change this list of allowed uses, in particular, by specifying that conventional single-family housing in Tract 2 be subject to ordinary standards of RS-6 zoning, instead of RS-8 zoning.
5. The applicant also seeks to change the graphic concept plan attached as Exhibit B to the original ordinance governing PD 104, in particular, by specifying that conventional single-family housing on Tracts 2 and 4 be subject to ordinary standards of RS-6 zoning, instead of RS-8 zoning.

Location

The subject property embraces 84.29 acres surrounding the southwest corner of East South 27th Street and Oldham Lane (a.k.a. FM Hwy. 1750) in southeast Abilene. Forty-eight apartment units are presently under construction (at 733 E.S. 27th Street) on approximately four acres of PD 104. The remaining 80+ acres in PD 104 remain vacant. Fire Station No. 2 occupies another approximately four acres directly at the southwest corner of East South 27th Street and Oldham Lane, just outside the boundaries of PD 104.

Background

During 2006, the subject property was zoned Planned Development District Number 104 (PD 104). An ordinance defining the geographic limits of PD 104 as well as terms and conditions for the use and development of that land was approved by Abilene's City Council as Ordinance No. 24-2006 and later amended as Ordinance Number 57-2015. These ordinances outline several distinct use areas within PD 104, identified as Tracts 1, 2, 3, 4 and 5. One such tract is designated for development of retail trade and extends 500 feet north from Loop 322. Another distinct tract adjoining Oldham Lane is designated primarily for office use. Other designated tracts are earmarked for various forms of single-family housing, duplex dwellings and multi-family residential buildings.

Surrounding Zoning and Land Use

Current zoning and existing use of properties adjacent to and in the immediate area are illustrated on maps included with this report.

- Land located to the north of PD 104 (across E.S. 27th Street) is primarily zoned AO and is occupied by outdoor recreation facilities for Abilene State-Supported Living Center.
- Land located to the south of PD 104 (across Loop 322) is zoned General Commercial but presently remains vacant.
- Land located to the east of PD 104 (across Oldham Lane) includes another Planned Development District, in this case, composed of conventional single-family homes and townhomes. Closer to Oldham Lane's intersection with Loop 322 are a Residential Multi-Family (MF) District as well as a General Commercial (GC) District, both of which appear fully-developed.

- Directly east of PD 104 lies an Agricultural Open Space (AO) zoning district. This adjoining land includes large vacant acreages, single-family homes on relatively large tracts of at least 10 acres, and a complex of outdoor soccer fields.

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.

According to the map of Future Land Use and Development, all land embraced by PD 104 lies within an area of Low-Density Residential Use. However, the applicant's proposed changes to terms and conditions of PD 104 will not fundamentally alter the arrangement of uses already approved (in 2006 and 2015) with existing ordinances governing PD 104

(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 applicant's proposed changes will not fundamentally alter the arrangement of uses already approved with existing ordinances governing PD 104. Proposed changes primarily seek to increase the density of allowable single-family home construction from RS-8 to RS-6 zoning standards (thereby permitting an overall increase in density from approximately 4.4 to 5.6 dwellings per acre) and to clarify that multi-family residences are indeed allowed in the southwest corner of PD 104, up to a maximum of 18 dwelling units per acre. The applicant's additional request to remove requirements for side- or rear-entry garages is also consistent with standards for single-family home construction applicable elsewhere in Abilene.

(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.

PD 104 allows a variety of housing types and densities, as well as retail trade and offices, on what is now almost entirely vacant land. But the 84+ acres embraced by PD 104 adjoin two arterial streets (East South 27th Street and Oldham Lane) as well as an expressway on Loop 322. A significant sewer main (10" in diameter) and water main (8" in diameter) adjoin PD 104 along its eastern boundaries. In summary, although mostly still vacant, the subject property of PD 104 is well-integrated within Abilene's network of streets and water utilities.

(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

City staff recommends approval.

Notification

Pursuant to Section 1.2.2.2 of Abilene's Land Development Code, City staff mailed personal notices on September 24, 2021, to the applicant and to other owners of property within a 200-foot radius of this subject property. These property owners and associated parcel identification numbers are identified in Table 1.

TABLE 1

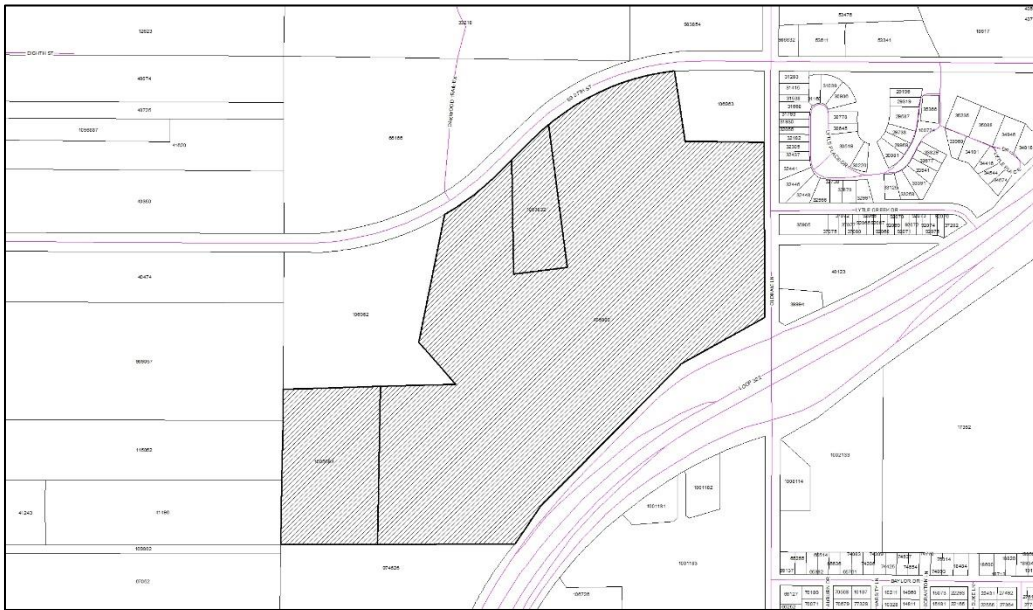
Owner	Parcel ID	Response
108 REAL ESTATE LLC	115052	
108 REAL ESTATE LLC	41496	
ABILENE BIBLE CONFERENCE ASSO	40123	
ABILENE NATIONAL SOCCER	969057	
ABILENE STATE SCHOOL	33218	
ABILENE STATE SCHOOL	106963	
ABILENE STATE SCHOOL	66166	
AGUIRRE GILBERT B & DOMINIQUE R	32441	
ANDERSON MARTHA	31668	
BAUGHMAN KENNETH L &	31793	
CITY OF ABILENE	109802	
CUYAHOGA INVESTMENTS LLC	32182	
DAVIS LEONARD E & DIANA K	32437	Opposed
HODGE LANELLE E	31930	
KNOWLES ROY D & PEGGY J	32305	Opposed
MARTIN SCOT A & AMY	35905	
MATHIS LOYD WENDELL & SHIRLEY	32448	
SKINNYS INC	39994	
SPRINGER NORMA H	32446	
TRINITY BAPTIST CHURCH	1005693	In favor
VALLEY CREEK INVESTMENTS LLC	983854	
WEATHERBEE CONSTRUCTION INC	106962	
WEATHERBEE CONSTRUCTION INC	106800	
WEATHERBEE CONSTRUCTION INC	1063832	
WEST CENTRAL TEXAS COUNCIL	67052	
WEST CENTRAL TEXAS COUNCIL	974626	
WILLIAMS TOMMY	32056	

Attachments

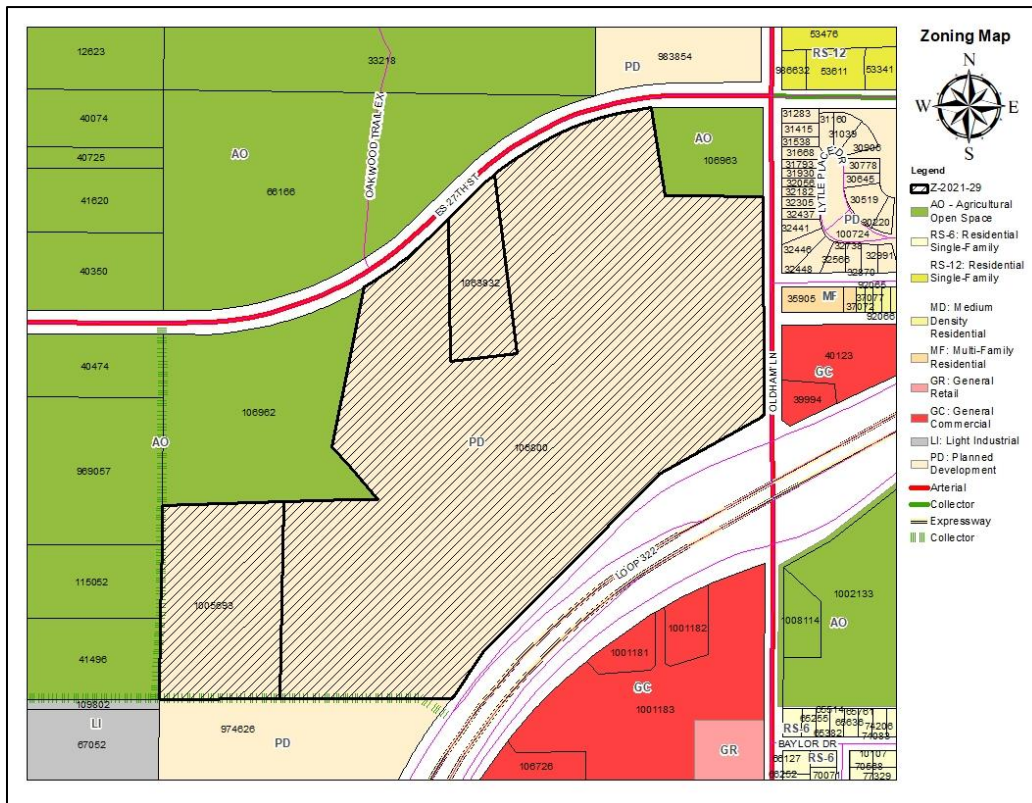
Application

PowerPoint Presentation

LOCATION MAP



ZONING MAP



-

AS AMENDED IN 2021

ORDINANCE NO. 24-2006

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE, CONCERNING PDD-104 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 13th day of April 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 15th day of March, 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 27th day of April, 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.

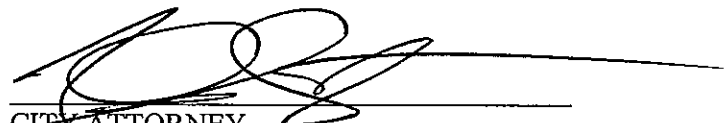
PASSED ON SECOND AND FINAL READING THIS 22nd day of June, A.D. 2006.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY
T. Daniel Santee II
First Assistant City Attorney

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 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 AO (Agricultural Open Space 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 84.29 acres of land and being out of the Northeast 1/4 of Section 62, Abstract 781, Blind Asylum Lands, Taylor County, Texas, said Northeast 1/4 being part of that same tract conveyed unto the State of Texas from the City of Abilene and recorded in Volume 14, Page 127, Deed Records, Taylor County, Texas, said 84.29 acre tract being more particularly described as follows:

BEGINNING at a 3/8" rebar found at the Southwest corner of the Northeast 1/4 of said Section 62 for the Southwest corner of this tract, the Northeast corner of a 48.37 acre tract recorded in Volume 3010, Page 154, Official Public Records, Taylor County, Texas and the Northwest corner of a 13.37 acre tract surveyed by Williams Surveying Company on June 22, 2005, said point of beginning also bears S19°50'W 1756.95 feet from City of Abilene Survey Marker # 48 which has a posted position by the City of Abilene as: Texas Plane Coordinates, N. C. Zone, X = 1316698.83, Y = 278803.50.

THENCE N0°05'23"W 836.78 feet to a 1/2" rebar set;

THENCE N87°54'18"E 939.06 feet to a 1/2" rebar set;

THENCE N41°31'05"W 300.67 feet to a 1/2" rebar set;

THENCE N10°59'00"E 699.0 feet to a 1/2" rebar set in a curve to the left on the SBL of South 27th Street for the most Northerly Northwest corner of this tract;

THENCE along the SBL of South 27th Street and said curve to the left having a radius of 1498.53 feet, a length of 375.04 feet and a chord bearing and distance of N51°47'58"E 374.06 feet to a 1/2" rebar set at the end of said curve to the left;

THENCE N44°37'47"E (N45°20'E = record bearing) 253.10 feet along the SBL of said street to a 1/2" rebar set at the beginning of a curve to the right;

THENCE along the SBL of said street and said curve to the right having a radius of 1274.55 feet, a length of 854.82 feet, and a chord bearing and distance of N63°50'36"E 838.89 feet to a 1/2" rebar set for the most Northerly Northeast corner of this tract;

THENCE S9°19'31"E 383.10 feet to a 1/2" rebar set;

THENCE S89°48'14"E 426.27 feet to a 1/2" rebar set on the WBL of F. M. Highway 1750 (A.K.A. Oldham Lane) for the most Easterly Northeast corner of this tract;

THENCE S0°31'24"E (S0°30'E = record bearing) along the WBL of said highway at 215.07 feet pass an existing concrete highway monument and continue along for a total distance of 939.58 feet to an existing concrete highway monument on the Northwest boundary line of State Highway Loop 322;

THENCE S60°24'04"W (S40°40.7'W = record bearing) 513.45 feet (513.51 = record distance) along the Northwest boundary line of said Loop 322 to an existing concrete highway monument;

THENCE S44°05'09"W (S44°11.9'W = record bearing) 1079.66 feet along the Northwest boundary line of said Loop 322 to an existing concrete highway monument;

THENCE S33°34'19"W (S33°25.9'W = record bearing) 238.20 feet along the Northwest boundary line of said Loop 322 to a 1/2" rebar found at the Northeast corner of said 13.37 acre tract and the Southeast corner of this tract;

THENCE S89°13'35"W (S89°13'20"W = record bearing) 1263.47 feet (Bearing Basis Line, Bearings determined by GPS observations using Trimble 4700 receivers.) along the NBL of said 13.37 acre tract to the place of beginning and containing 84.29 acres of land.

Location:

The west side of Oldham Lane between S. 27th Street and Loop 322

PART 6: Purpose. The purpose of the Planned Development District (PDD) request is to allow for mix of commercial and residential 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 and the attached concept plan (Exhibit B) shall govern the use and development of this Planned Development District.

A. PERMITTED USES:

1. Tract 1:

- a. Uses permitted in the Shopping Center district as modified (See Exhibit C)
- b. Education Research
- c. Catering Service
- d. Delivery Services
- e. Office equipment and business machine rental
- f. Printing (Commercial)
- g. Medical and Dental Supply Sales
- h. Newspaper, periodical and book publishing, binding and printing
- i. Pet Stores with the following provisions:
 - No external grooming or kennels
 - All related activities must occur indoors within the pet store business
- j. Hotel (including swimming pools and tennis courts) with the following provisions:
 - May only face Loop 322
 - No exterior entry to rooms
 - Rooftop mechanical items must be screened

2. Tract 2:

- a. Uses permitted in the Office District as modified (See Exhibit D).
- b. All mechanical equipment, such as HVAC and power units, and refuse containers shall be located within a fenced area that is screened from view.

3. Tract 3:

Self Storage units are permitted in Tract 3, subject to the following limitations:

- a. Front exterior facades must be at least 75% masonry, brick, stone, stucco, EIFS, or any combination of the preceding.
- b. Any exterior facade other than the front that is visible from any public right-of-way shall be at least 75% masonry, brick, stone, stucco, EIFS, or any combination of the preceding.
- c. All building materials, including doors, that are visible from a public right-of-way shall be of a neutral color.
- d. Outside storage (including RV storage) is not permitted.
- e. Fencing requirements:
 - 1. Chain link fencing may be used on the north side and/or the west side
 - 2. No barbed or razor wire fencing may be used.
 - 3. Masonry or wrought iron fencing may be used in any area.
- f. Sufficient refuse containers must be provided and shall be fully screened from view of the public right-of-way or any roadway.
- g. Buildings must be on concrete foundations and all parking and maneuvering areas

shall be concrete and/or asphalt.

4. Tract 4:

Shall develop under the provisions of the RS-8 and/or the RM-3 zoning districts, except as modified in Part 7.B.14 of this ordinance. Development under the RM-3 standards shall be limited to the following uses only:

- Townhomes
- Patio Homes
- Duplexes

5. Tract 5:

Shall develop under the provisions of the RM-2 district with the following exceptions:

- The maximum density shall be 18 units per acre
- Must meet the requirements of Part 7.B.14 of this ordinance

B. SITE DEVELOPMENT

1. Minimum Building Setbacks - Commercial Development and Residential:

- a. Along S. 27th St, Oldham Lane., Loop 322 and any future collector streets:
 - (1) 15 feet if entirely landscaped except for sidewalks and permitted driveways crossing perpendicular across the 15 feet
 - (2) 30 feet if parking is located in the front of the building
- b. Along interior streets: 20 feet
- c. All others setbacks: 10 feet

2. Maximum Structure Height: 35 feet and no more than 2 stories

3. Controlled ingress and egress:

- a. Maximum of two (2) driveways (curb cuts) off Oldham Lane
- b. Maximum of three (3) driveways (curb cuts) off Loop 322

4. Building Materials:

- a. This section does not apply to single-family residences or self-storage (see Section A.3 for self-storage requirements).
- b. A minimum of 80% of the exterior face of all structures shall be composed of brick, stone, or EIFS
- c. The remaining area of the building face shall be limited to glass, stucco, EIFS finishes, decorative block, or other similar materials.
- d. No metal panels of any kind used on exterior facade.
- e. 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.
- f. Development of Tract 1 must have consistent and similar façades throughout the Tract.
- g. Development in Tract 2 must have a residential character to include the following:
 - A minimum roof pitch of 3:1
 - No metal roofing

- Overhead doors may not be visible from Oldham Lane

5. Off-street parking and Circulation:

- 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 by an opaque wall or barrier at least 8 feet in height either of which must be constructed of solid materials compatible with the exterior face of the building. Such screening shall extend the full length of the loading areas, exclusive of maneuvering areas for trucks.
- c. Internal circulation of vehicular and pedestrian traffic shall be required between parcels within the development.

6. Driveway Access and Spacing

- a. Direct driveway access for lots developed with single-family, duplex, townhome, and patio home residential uses shall be prohibited onto any arterial street or the Loop 322 frontage road.
- b. Driveways along S. 27th St. shall be a minimum of 150' from the nearest street intersection (measured from the right-of-way line) and separated from the nearest driveway on either side of the same street by a minimum of 100 feet, unless they are located directly across from existing driveways.

7. Signage

- a. Signage within the PDD must comply with the requirements of the City's Sign Ordinance, except as modified by the following.
- b. Freestanding:
 - (1) Monument Signs: Each parcel that is less than one acre may have a maximum of one free-standing sign. Parcels of one or more acres may have a maximum of two free-standing signs. Such signs must be monument signs with a maximum height of 10 feet and a maximum area of 80 square feet.
 - (2) Group Pole Signs: In addition to any allowable monument signs, two group pole signs may be erected only along the Loop 322 frontage with a maximum height of 30 feet and a maximum area of 150 square feet.
- c. Wall Signs: Wall signage may not exceed 10% of the area of any wall on which the sign(s) is (are) located and cannot be attached to required screening.
- d. Banners: Banners shall only be located flat against the face of a building and shall count toward the maximum allowable wall signage. These shall only be allowed until permanent wall signage is installed, but in no case for more than 60 days.
- e. Prohibited Signs:
 - (1) Portable Signs
 - (2) Off-site Advertising
 - (3) Pennants, streamers, balloons, and similar devices

8. Landscaping and buffers

- a. This section does not apply to single-family residential development.
- b. Landscaping and buffering within the PDD must comply with the requirements of the City's Sign Ordinance, except as modified by the following.
- c. A minimum 15-foot wide landscaped area shall be provided along all street-side boundaries of the PDD. The landscaped area shall be located entirely on private property.
- d. 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, which may include parking lot landscaping and grass areas. The remaining area shall be calculated by subtracting the area of the required landscaped strip from the total area of the PDD.
- e. Landscaping within the required 15-foot wide strip must consist of living materials and shall include at least 1 commercially balled tree and 2 shrubs per 40 linear feet of required landscaping area.
- f. Landscaping within the remaining required area must consist of living materials and shall include at least 2 commercially balled trees and 4 shrubs per 1000 square feet of landscape area.
- g. Landscaped islands within parking lots are required at a rate of 1 per 20 parking spaces in a row. At least half of these islands shall include a commercially balled tree.
- h. All parkways shall be landscaped.

9. Screening and Fencing

- a. This section does not apply to single-family residential.
- b. Any fencing on site that is for required screening must be constructed from masonry materials. Other fencing for security or other non-screening purposes may be wrought iron. Chain-link fencing shall be permitted only along the west boundaries of the PDD, but not along the Loop 322 frontage or Oldham Lane.
- c. Facilities for power, air conditioning, mechanical equipment, and solid waste handling shall be fully screened from view outside the tract in question by an opaque wall or fence constructed of materials consistent with those of the primary building(s).
- d. Barbed wire and razor wire fencing shall be prohibited.
- e. A masonry wall six feet in height shall be provided along the eastern boundary of Tract 4, separating Tract 4 from Tract 2 and the existing fire station.

10. Sidewalks

- a. Sidewalks are required along all arterials, frontage roads, and collector streets within or adjacent to the PDD and must be placed in the right-of-way at least one foot from the property line.
- b. Internal sidewalks are required to connect the public sidewalks with the primary entrances of all buildings other than single-family residences. Sidewalks and walkways should be designed to promote safe and convenient pedestrian routes within the development.
- c. All sidewalks along collector and arterial streets must be a minimum of five (5) feet wide.
- d. All internal sidewalks must be a minimum of four (4) feet wide.
- e. Internal circulation of vehicular and pedestrian traffic shall be required within the entire PDD and to adjacent tracts.
- f. All sidewalks must comply with the standards set forth in the City of Abilene Sidewalk Master Plan, as well as applicable state and federal accessibility standards.

11. Outdoor Storage and Display

- a. Outdoor display of merchandise is not permitted
- b. Outdoor storage is not permitted

12. Freight Containers are prohibited

13. 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.

14. Residential Specs: The following standards shall apply to all residential development:

1. No Carports in any residential area
2. All residential structures shall have at least 80% brick facades
3. All garages for residential structures shall have side or rear entries (no front-facing)
4. All streets shall be curbed
5. No industrial metal roofs
6. Fences shall be wrought iron, masonry, or wood

PART 10: 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 designation.

- END -

 Uses with Modifications

 SC Uses and/ or Self Storage

 Self Storage and Residential 18 Units/ Acre

 2

Office Uses with Modifications

 4

Residential RM-3 and/ or RS-8

 5

Residential RM-3 18 Units/ Acre

Exhibit B

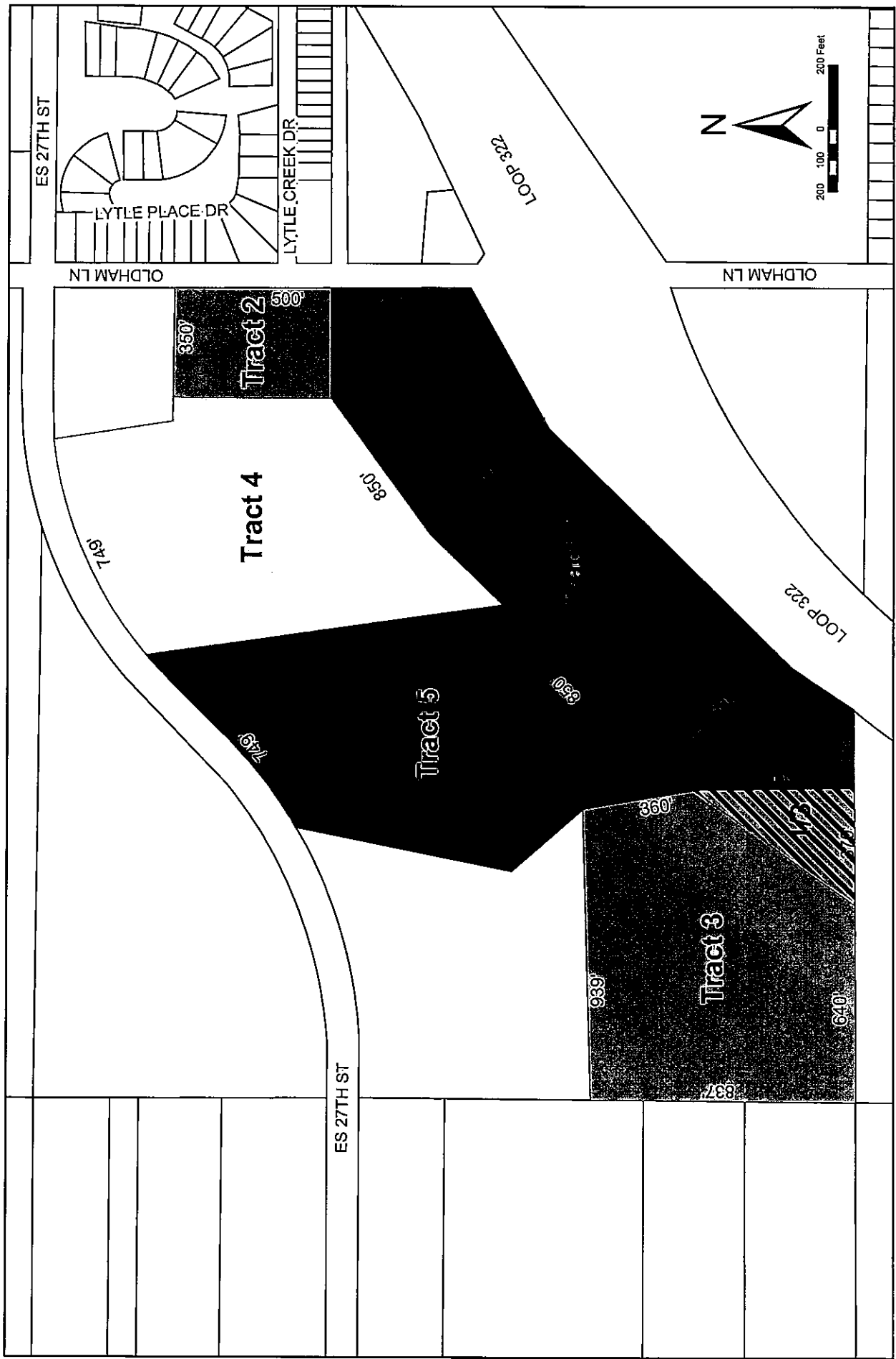


EXHIBIT C

SHOPPING CENTER USES

ACCESSORY AND INCIDENTAL USES:

Accessory Building
Fences, Walls, and Hedges
Field Office or Construction Office (temporary)
Mobile Home (temporary security residence)
Satellite Dish Antenna (maximum diameter of 24 inches)

CULTURAL AND RECREATIONAL USES

Art Galleries
Libraries
Museums
Theaters and Playhouses

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES

Fire Station
Governmental Administrative Offices
Medical and Dental Clinic or Office - *No 24/7 Minor Emergency Clinic*
Optical Shop
Post Office

EDUCATIONAL AND RELIGIOUS USES:

Church or Place of Worship

OFFICE-TYPE USES:

Accounting, Auditing, Tax and Bookkeeping Services
Adjustment and Collection Services
Advertising Services
Appraisal Services
Architectural and Planning Services
Business Associations
Consumer and Mercantile Credit Reporting
Detective Services
Engineering Services
Educational Research Offices
Government Administrative Offices
Insurance Agents, Carriers, and Brokers
Legal Services
Medical or Dental Office or Clinic - *No 24/7 Minor Emergency Clinic*
Office Space (general/unspecified)
Protective and Security Services
Real Estate Agent, Brokers, and Management
Security and Commodity Brokers, Dealers, and Exchanges
Stenographic, Duplicating and Mailing Services
Telephone Answering
Title Abstractors

SERVICE (OTHER THAN OFFICE-TYPE)

Banking Services
Banking Services (remote automatic)
Beauty and Barber Services
Blueprinting and Photocopying Services
Credit Unions
Interior Decorating Services
Key and Lock Repair
Laundry and Dry Cleaning Services, Including Pressing, Alteration, and Garment Repair (does not accept
Items from pick-up stations)
Photographic Services
Savings and Loan Associations
Tailoring (custom)
Trading Stamp Services
Travel Arranging and Ticket Services
Watch, Clock and Jewelry Repair Service

TRADE-RETAIL USES: [No Drive-Thru Windows]

Appliances (household)
Bakery Products (on premise sales)
Book and Stationery
Cameras and Photographic Supplies
China, Glassware, and Metalware
Clothing and Apparel Accessories
Coins and Stamps
Department Stores
Drug Store/Pharmacy
Floor Coverings
Furniture and Home Furnishings
Furriers and Fur Apparel
Gifts, Novelties, Souvenirs
Hardware
Hobby and Craft Supplies
Jewelry
Keys and Locks
Liquor Store Off-Premise Consumption (unrestricted)
Music Supplies and/or Records
Office Supplies and Equipment
Optical Goods
Paint, Glass, and Wallpaper
Pets and Pet Supplies [*No grooming and no outdoor kennel*]
Radios and Televisions
Restaurants, Standard
Shoes
Sporting Goods and Athletic Equipment
Variety Stores

- END -

EXHIBIT D
OFFICE USES

RESIDENTIAL USES:

Single Family Detached Dwellings - RS8 or better to be compatible with the neighborhood

ACCESSORY AND INCIDENTAL USES:

Swimming Pools, Private (accessory to residential use) - only if RS8 or larger

Tennis Courts, Private (accessory to residential use) - only if RS8 or larger

CULTURAL AND RECREATIONAL USES

Art Galleries

Libraries

Museums

EDUCATIONAL AND RELIGIOUS USES:

Church or Place of Worship

OFFICE-TYPE USES:

Accounting, Auditing, Tax and Bookkeeping Services

Adjustment and Collection Services

Advertising Services

Appraisal Services

Architectural and Planning Services

Business Associations

Customer and Mercantile Credit Reporting Services

Detective Services

Engineering Services

Educational Research Offices

Government Administrative Offices

Insurance Agents, Carriers, and Brokers

Legal Services

Medical or Dental Office or Clinic -No 24/7 Minor Emergency Clinic

Office Space (general/unspecified)

Protective and Security Services

Real Estate Agent, Brokers, and Management

Security and Commodity Brokers, Dealers, and Exchanges

Stenographic, Duplicating and Mailing Services

Telephone Answering

Title Abstractors

SERVICE (OTHER THAN OFFICE-TYPE)

Banking Services (remote automatic)

Credit Unions

Savings and Loan Associations

Travel Arranging and Ticket Services

- END -

ORDINANCE NO. 57-2015

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PD-104 AND ORDINANCE NO. 24-2006 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, part known as the Land Development Code of the City of Abilene, is hereby amended by changing Ordinance No. 24-2006, 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 22nd day of October A.D. 2015.

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 18th day of September, 2015, 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 5th day of November, 2015, 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 5th day of November, A.D. 2015.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:

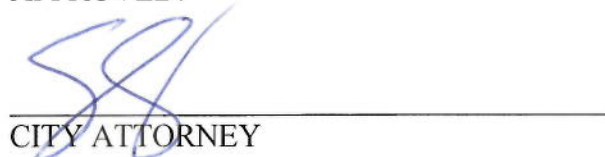

CITY ATTORNEY

Exhibit "A"

1st Amendment to Ordinance No. 24-2006

AMEND: PART 7: Specific Modifications. Sub-part (A) (3) as follows:

ADD: Add the MD (Medium Density Residential) district to define permitted uses

3. Tract 3:

- Uses permitted in the MD (Medium Density Residential) district. Development under the MD standards must meet the requirements of Part 7.B.14 of this ordinance.
- Self Storage units are permitted in Tract 3 subject to the following limitations:
 - a. Front exterior facades must be at least 75% masonry, brick, stone, stucco, EIFS, or any combination of the preceding.
 - b. Any exterior facade other than the front that is visible from any public right-of-way shall be at least 75% masonry, brick, stone, stucco, EIFS, or any combination of the preceding.
 - c. All building materials, including doors, that are visible from a public right-of-way shall be of a neutral color.
 - d. Outside storage (including RV storage) is not permitted.
 - e. Fencing requirements:
 - 1. Chain link fencing may be used on the north side and/or the west side
 - 2. No barbed or razor wire fencing may be used.
 - 3. Masonry or wrought iron fencing may be used in any area.
 - f. Sufficient refuse containers must be provided and shall be fully screened from view of the public right-of-way or any roadway.
 - g. Buildings must be on concrete foundations and all parking and maneuvering areas shall be concrete and/or asphalt.

-END-

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2021-29

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: TRINITY BAPTIST CHURCH

Parcel I.D.: 1005693

Address:

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

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature:



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

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

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2021-29

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: DAVIS LEONARD E & DIANA K

Parcel I.D.: 32437

Address: 125 LYTTLE PLACE DR

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

Email: planning@abilenetx.gov

I am in favor ☐

I am opposed ☒

Additional Comments:

Do not want this 100% against

Signature:

Leonard Davis

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

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

For the PLANNING & ZONING COMMISSION

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

CASE #: Z-2021-29

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: KNOWLES ROY D & PEGGY J

Parcel I.D.: 32305

Address: 124 LYTLE PLACE 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:

Roy D Knowles

OCT 4 PM 3:26

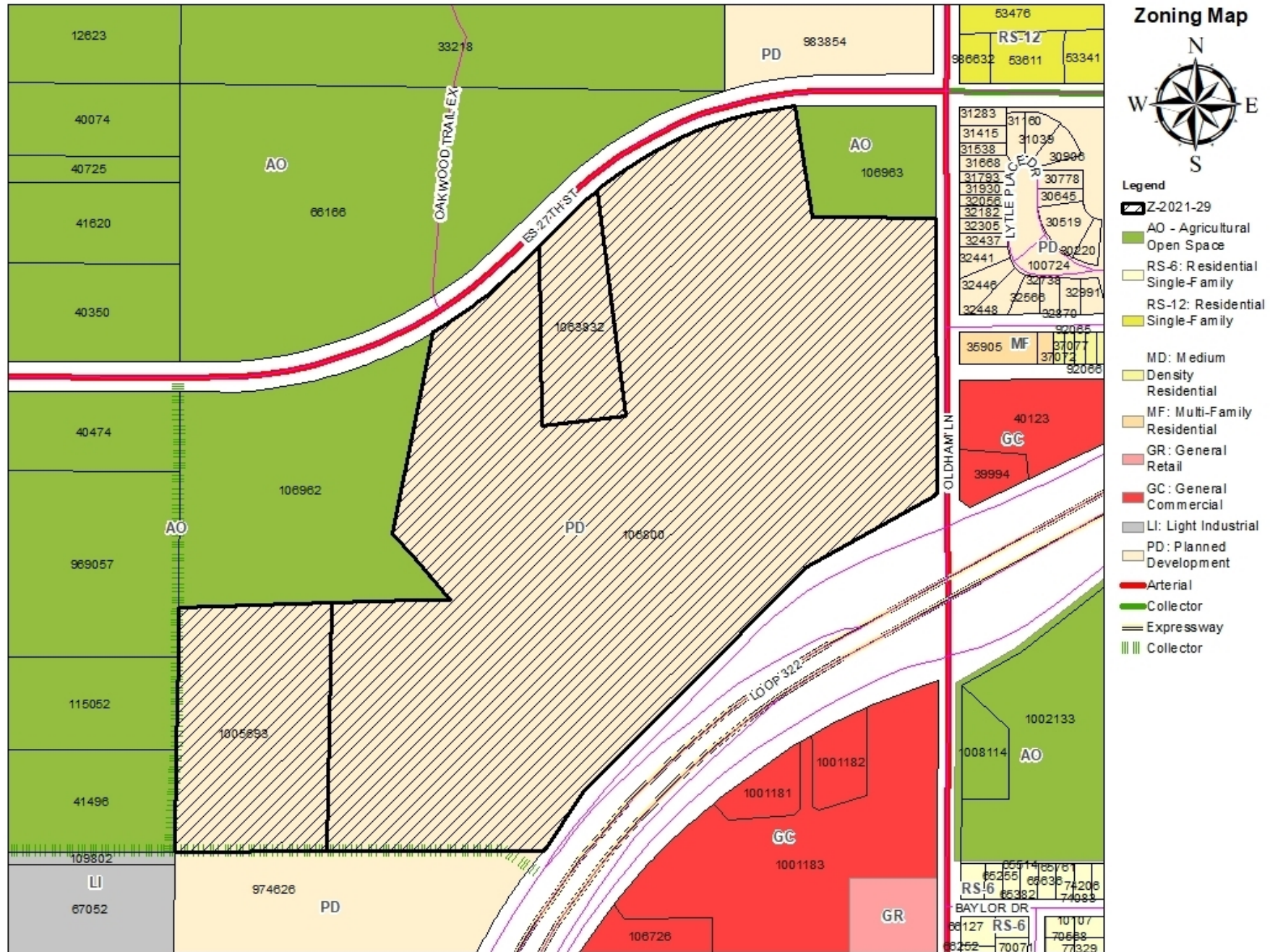
555 WALNUT STREET • P.O. BOX 60 • ABILENE, TEXAS 79604-0060

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

Case: Z-2021-29
Owner: Weatherbee Construction, Inc.
Agent: Enprotec/Hibbs & Todd
Request: Amend Planned Development District 104
Location: 84.29 acres surrounding the southwest corner
of E.S. 27th Street and Oldham Lane
Notification: 1 in Favor, 2 Opposed
Planning & Zoning Recommendation: Approval, October 5, 2021



Z-2021-29 ZONING MAP



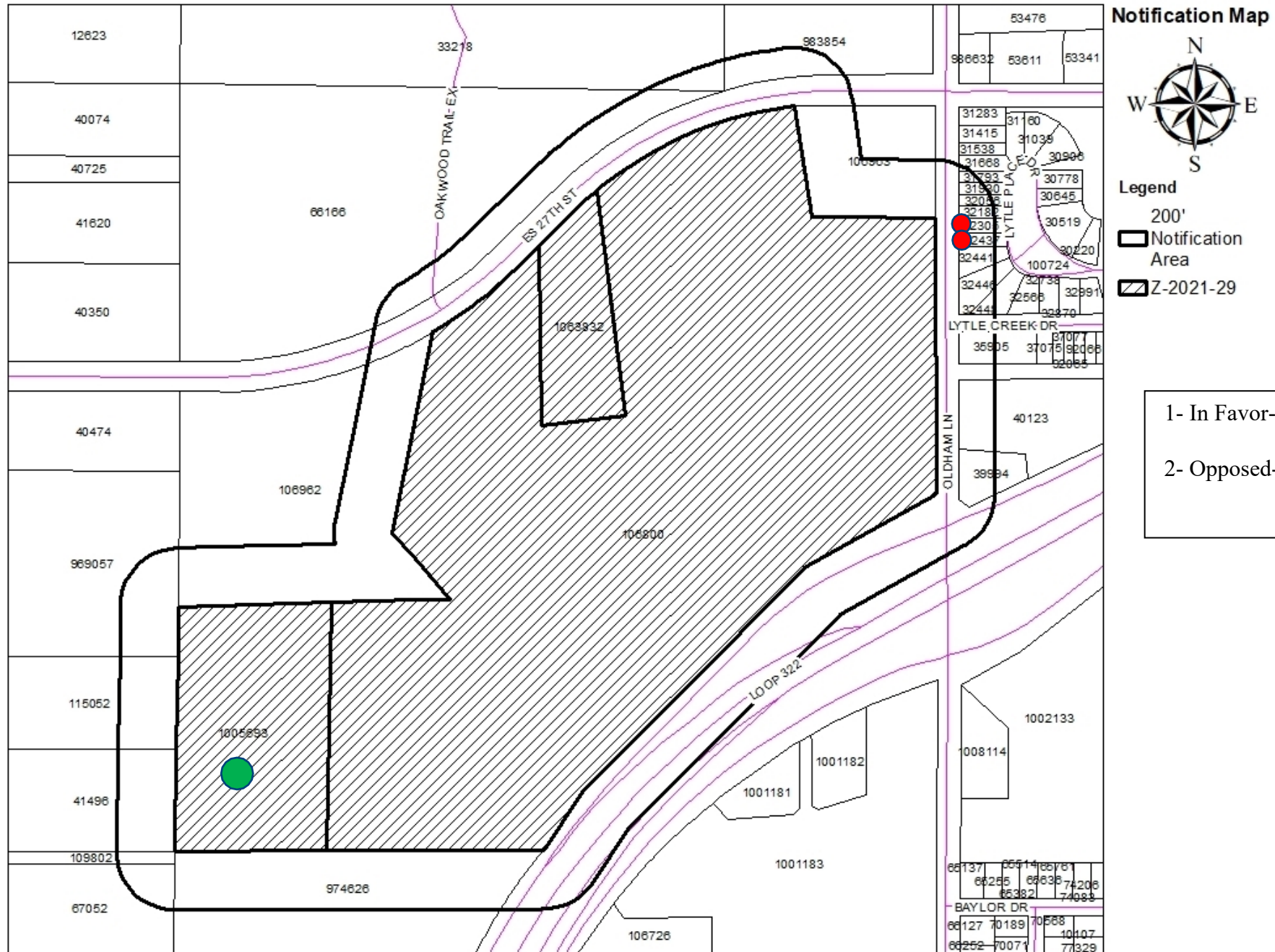
 1 - SC (now GR) zoning modified
 2 - Office zoning modified (inc. housing to RS6 standards)
 4 - MD zoning (inc. housing to RS6 standards) plus TH and PH zoning

 1/3 - SC (now GR) zoning modified, plus self-serve storage
 3 - MF zoning (Max 18 units/acre) plus self-serve storage
 5 - RM-2 (now MF) zoning (Max 18 units/acre)





Z-2021-29 NOTIFICATION AREA MAP



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

Questions?



**City Council
Agenda Memo**

City Council Meeting Date: 10/28/2021

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 15. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve a Contract with JBT Aerotech Corporation to Replace the Airport's Two Passenger Boarding Bridges (Don Green)

GENERAL INFORMATION

The two 2001 model JBT Teleradial Passenger Boarding Bridges (PBBs) at the airport have become unreliable with parts being hard to source. The airport has FAA Grant, AIP 50, in the amount of \$1,234,823 and 2015 GO Bonds funds of \$1,020,000 available to fund refurbishment or replacement of these PBBs.

Airport staff considered replacing the existing PBBs with new ones, but at an estimated cost of over \$1,700,000, the decision was made to save some of the available funds for additional work inside the terminal and focus on refurbishing the existing PBBs or purchasing used PBBs that are refurbished.

The City conducted a Request for Proposals (CB-2143) to refurbish the two existing 2001 model PBBs at the airport or replace them with used refurbished PBBs. JBT Aerotech Corporation was the only proposer and submitted a proposal of \$1,246,157.00 with all options taken for refurbishing the existing PBBs. JBT also submitted a proposal to replace the existing PBBs with two 2006 model Ramp Drive refurbished PBBs for \$1,293,806.00.

Airport staff had the opportunity to inspect the proposed used PBBs and believes their condition along with the specified refurbishment will give the airport reliable and more capable PBBs for at least 10 years. The 2006 model PBBs are still supported by the manufacturer, JBT, and there are no planned obsolescence of parts for these. Whereas, the 2001 Teleradial PBBs have many parts that are discontinued.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This purchase will be funded through FAA AIP Grant 50, at \$1,234,823.00 with no City match required under the Federal COVID relief legislation. An additional \$58,983.00 will be funded from remaining Proposition 9 2015 GO Bond funds.

STAFF RECOMMENDATION

After careful consideration of the options available, Staff recommends the purchase of two proposed 2006 refurbished PBBs.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation for this purchase at its October 13, 2021 meeting.

ATTACHMENTS:

1. JBT PBB Contract Award Resolution (10-28-21)
2. REVISED R577-2B-1 Replacement Quote 10-8-2021
3. PBB Purchase Presentation (10-28-21)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING A CONTRACT AWARD TO JBT AEROTECH CORPORATION TO REPLACE
THE TWO PASSENGER BOARDING BRIDGES AT ABILENE REGIONAL AIRPORT.**

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

WHEREAS, the Airport has the need to replace the two 2001 Model Teleradial Passenger Boarding Bridges (PBBs); and

WHEREAS, the City conducted a Request for Proposals (CB-2143) and received two proposals from one Proposer, JBT Aerotech Corporation; and

WHEREAS, JBT's proposal to replace the existing PBBs with two refurbished 2006 Ramp Drive PBBs is the preferred option at \$1,293,806.00; and

WHEREAS, this project is funded by Airport Improvement Grant 50 and Proposition 9 funds from the 2015 General Obligation Bond; and

WHEREAS, the Airport Development Board approved its recommendation for this purchase at its October 13, 2021 meeting.

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

1. That the City Manager is authorized to enter into this purchase from JBT Aerotech Corporation in the amount of \$1,293,806.00.
2. That this resolution takes effect immediately upon Council approval.

ADOPTED this 28th day of October 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



PROPRIETARY & CONFIDENTIAL

JETWAY SYSTEMS®
1805 West 2550 South
Ogden, UT 84401
Phone: (385) 205-0039
Fax: (801) 629-3266
Email: scott.castillo@jbt.com

October 8, 2021

R577-2B-1

City of Abilene
555 Walnut Street
Room 201A
Abilene TX 79601

Re: Proposal No. CB-2143 (Replacement)

JBT Jetway Systems® is pleased to provide the following quotation for the Replacement of the two Jetway Systems TeleRadial Passenger Boarding Bridges with two used Apron Drive Passenger Boarding Bridges, located at Abilene Regional Airport as outlined in the following Description of Services, Scope of Work: Base Bid. We have also provided additional scope of work options for the Cities consideration.

Thank you for your interest in JBT Jetway Systems®. We appreciate the opportunity to provide you with this proposal. If you should have any questions, please contact me via email or on my mobile.

Regards,
JBT Jetway Systems®

Scott Castillo

Scott Castillo
Regional Aftermarket Manager



October 8, 2021

R577-2B-1

DESCRIPTION OF SERVICE		PRICE	
Replacement Scope of Work: Base Bid		East Bridge	West Bridge
Used Bridge Information: This base bid is for the relocation, upgrade and install of the following Passenger Boarding Bridges. Bridge #1 - Serial Number: OG 30794 - Model Number: A3 58/110-125R - Manufacture Date: 2006 Bridge #2 - Serial Number: OG 30797 - Model Number: A3 58/110-125R - Manufacture Date: 2006 Serial number 30794 is ready to ship. Serial number 30797 is scheduled to be ready to ship March 2022. We can provide Photo upon request. Note: Used bridges are sold to the first customer under contract. General condition and equipment included with these bridges. General: - Overall Good Condition - Corrugated Structure with Flat Roof - ACF/CE floor option - Solid Tires - Aircraft Detection and Stop Sensors - Rotunda mounted Safety Camera with 5" monitor 10' Lift Columns 400Hz input cabling and Hoists - PC Air input cabling and Bridge Pre-Cool Duct - Roof access Ladder			



October 8, 2021

R577-2B-1

• Roof Handrails on the C Tunnel • Roof Fall Protection Cables on the A, B and C Tunnels. • Gate Sign (This Base Bid includes new lenses. Single digit) • 5 Ton Roof Top Air Conditioner Unit for Bridge Cool, with 18.9KW of heat. Exterior: • Artic White exterior paint Interior: • Double Swing Doors with windows • Wallboards in good condition Color: White Tundra • Ceiling panels: White 8" • Carpet: Mohawk Shimmer (Gray) • Emergency Lighting: Battery Backup • Aluminum Cab Floor Option • Rotunda Wind Flat Option Controls: • PLC • Bridge Length Sensor option • PC Air and 400Hz Interlocks • Aircraft Temperature Probe Option		
Installation: Freight for the two Bridges and equipment to ABI included. Standard Installation of each Bridge included. Rotunda Column Modification included. Demo and Scrap of the existing PBB included. Replacement of Spread Frame Foundation included. (See Foundation Notes below)		
Base Bid Including the following • 3-year Warranty for all work performed. • Digital Operation and Maintenance Manuals for Used Bridges and New Equipment. • One Day - Operator and Maintenance Training. • Requested AUTOCAD information for aircraft parking striping. • Remove and restriping of the aircraft lead in line		



October 8, 2021

R577-2B-1

Including the following refurbishment scope of work: 1. Power Wash Exterior 2. Replace exterior light fixtures with LED lighting 3. Replace weather seal between terminal and rotunda 4. Install New Rotunda Threshold plate 5. Replace all Tunnel Rollers 6. Install new PC Air 30-ton unit 7. Replace with new 28V GPU on West bridge only 8. Replace PC Air hoses and add hose trolley system 9. Replace GPU on East Bridge only with new Jetpower 400Hz/28V Combo unit 10. Replace GPUs output power cords and cables 11. Replace service stairs casters 12. Replace Ball Screws, Ball nut and top plate bearings 13. Replace vertical drive chain couplers 14. Replace vertical drive wear pads 15. Replace drive column mounting hardware 16. Replace Canopy with NFPA approved material 17. Replace Cab Support Rollers 18. Upgrade PLC components to current production with HMI display and new operator faceplate. 19. Clean the interior of the bridge 20. Complete Annual OEM Preventive Maintenance Inspection		
Foundation Notes: Base Bid includes the ability to replace the existing Spread Frame Foundation with a larger one, to accommodate the Apron Drive Style bridge. Further analysis of the existing ramp condition needs to be completed before knowing if a Spread Frame Foundation will support the Apron Drive Bridges. A detailed Apron Ramp Drawing of the existing will be needed to complete this analysis. If for some reason a spread frame foundation is unable to be used, we would credit the amount of the spread frame and change order the amount for a standard foundation (In ground foundation) Standard Foundation Budget number: \$89,174.00		



October 8, 2021

R577-2B-1

Replacement Base Bid Pricing Total	East Bridge	West Bridge
	\$520,290.00	\$497,472.00
Taxes (If applicable)	Tax Exempt	Tax Exempt
Bond (If applicable)	\$4,683.00	\$4,477.00
Base Bid Total	\$524,973.00	\$501,949.00
Replacement of Both Bridges Total	\$1,026,922.00	
Replacement Alternate 1: Provide and install a compatible baggage lift on each bridge.	East Bridge	West Bridge
	\$39,120.00	\$39,120.00
Taxes (If applicable)	Tax Exempt	Tax Exempt
Bond (If applicable)	\$352.00	\$352.00
Baggage Lift Alternate Total	\$39,472.00	\$39,472.00
Baggage Lift Alternate Total	\$78,944.00	
Additional Refurbishment Options for Consideration:	Per Bridge	Extended
Option 1: Treat rust, Prime and Paint exterior metal	\$30,294.00	\$60,588.00
Option 2: Treat rust, Prime and Paint interior metal	\$3,881.00	\$7,762.00
Option 3: Recarpet Bridge Tunnels and Rotunda	\$16,556.00	\$33,112.00
Option 4: Replace Wall Panels, Trim, and Insulation	\$23,006.00	\$46,012.00
Option 5: Replace Ceiling Track, Insulation and Panels	\$19,916.00	\$39,832.00
Option 6: Retro-fit Rotunda, Tunnel lighting to LED fixtures	\$8,853.00	\$17,706.00
Option 7: Install new Rotunda Radius Strip	\$1,109.00	\$2,218.00
Option 8: Replace Rigid Frame Rollers	\$972.00	\$1,944.00
Option 9: Replace all exterior flashing seals	\$3,220.00	\$6,440.00
Option 10: Replace Tunnel Ramp Handrails	\$1,215.00	\$2,430.00
Option 11: Replace Interior water diverters and end blocks	\$5,626.00	\$11,252.00
Option 12: Replace service stairs step bolts with stainless steel	\$5,584.00	\$11,168.00



PROPRIETARY & CONFIDENTIAL

JETWAY SYSTEMS®
 1805 West 2550 South
 Ogden, UT 84401
 Phone: (385) 205-0039
 Fax: (801) 629-3266
 Email: scott.castillo@jbt.com

October 8, 2021

R577-2B-1

Option 13: Install new Service Door and closer	\$5,163.00	\$10,326.00
Option 14: Install service stair Emergency Stop button and lower drive safety beacons	\$4,144.00	\$8,288.00
Option 15: Replace vertical drive motors with new	\$6,252.00	\$12,504.00
Option 16: Replace drive column rack limit spring washers	\$1,841.00	\$3,682.00
Option 17: Replace horizontal drive gear-motor with new	\$8,308.00	\$16,616.00
Option 18: Replace Horizontal drive chains and sprockets	\$1,449.00	\$2,898.00
Option 19: Install new wheel bearings	\$3,222.00	\$6,444.00
Option 20: Replace canopy kickback tension springs	\$1,540.00	\$3,080.00
Option 21: Replace canopy actuator motors	\$1,709.00	\$3,418.00
Option 22: Replace ACF cab floor actuator motor	\$1,056.00	\$2,112.00
Option 23: Replace ACF cab floor front and rear pivot pins	\$1,785.00	\$3,570.00
Option 24: Replace Cab Rotate Motor	\$1,848.00	\$3,696.00
Option 25: Replace and upgrade VFDs to current production	\$3,518.00	\$7,036.00
Option 26: Replace Solid Rubber Tires	\$14,264.00	\$28,528.00
Option 27: Replace Cab & Cab Bubble rubber flooring and Cab Bubble Sub flooring	\$8,972.00	\$17,944.00
	Per Bridge	Extended
Selected Option Total	\$93,970.00	\$187,940.00
	EAST BRIDGE	WEST BRIDGE
Base Bid Total	\$524,973.00	\$501,949.00
Baggage Lift Alternate Total	\$39,472.00	\$39,472.00
Selected Options Total	\$93,970.00	\$93,970.00
Sub-Total	\$658,415.00	\$635,391.00
Replacement of Both Bridges Total	\$1,293,806.00	

City Council Meeting

October 28, 2021

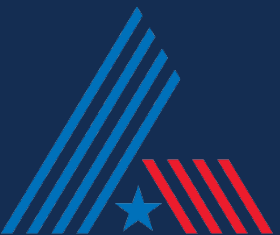


Passenger Boarding Bridges Replacement

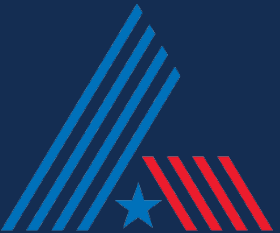
- The two 2001 model JBT Teleradial Passenger Boarding Bridges (PBBs) at the airport have become unreliable with parts being hard to source.
- The airport has FAA Grant, AIP 50, in the amount of \$1,234,823 and 2015 GO Bonds funds of \$1,020,000 available to fund refurbishment or replacement of these PBBs.
- Airport staff considered replacing the existing PBBs with new ones, but at an estimated cost of over \$1,700,000, the decision was made to save some of the available funds for additional work inside the terminal and focus on refurbishing the existing PBBs or purchasing used PBBs that are refurbished.



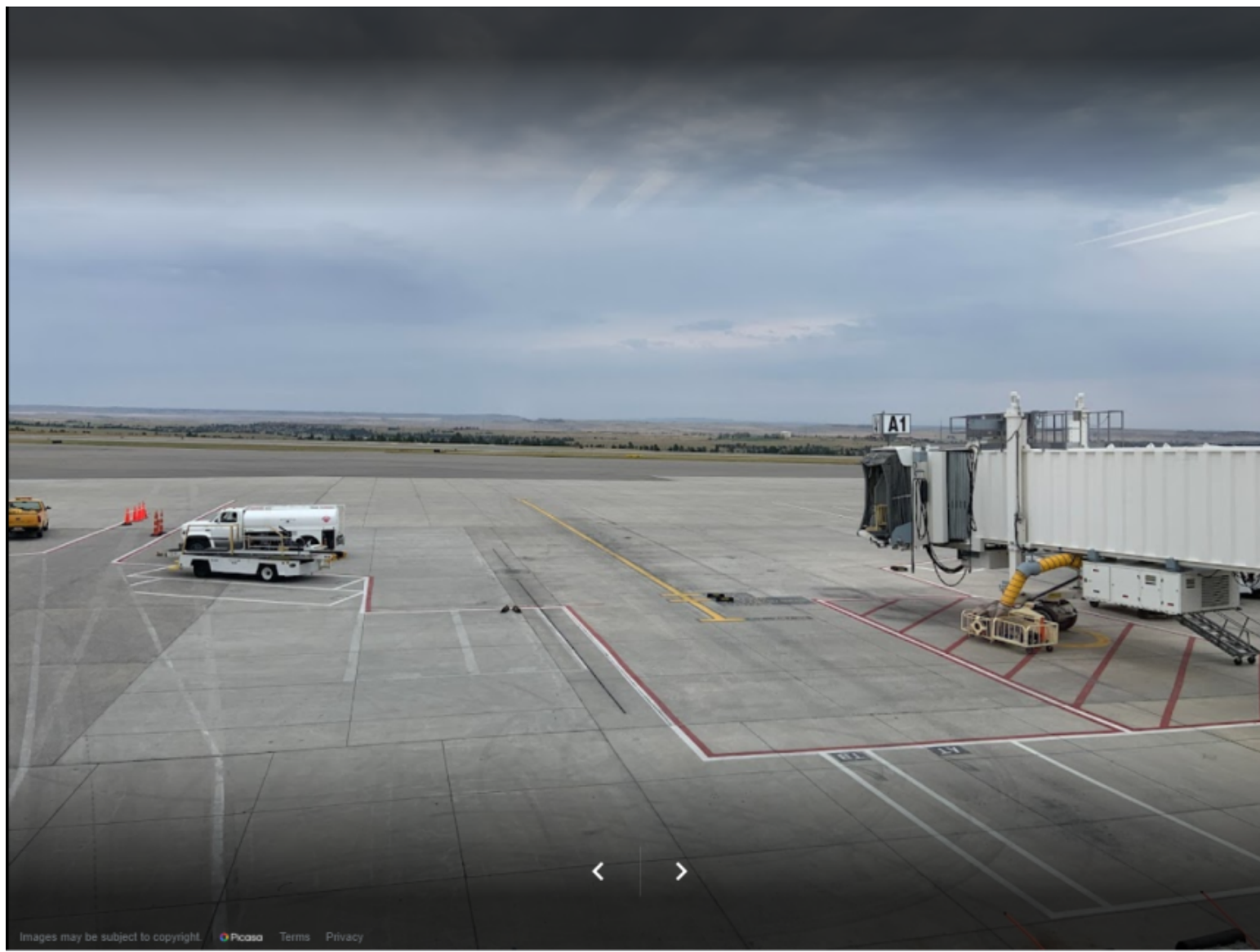
- The City conducted a Request for Proposals (CB-2143) to refurbish the two existing 2001 model PBBs at the airport or replace them with used refurbished PBBs. JBT Aerotech Corporation was the only proposer and submitted a proposal of \$1,246,157.00 with all options taken for refurbishing the existing PBBs. JBT also submitted a proposal to replace the existing PBBs with two 2006 model Ramp Drive refurbished PBBs for \$1,293,806.00.
- Airport staff had the opportunity to inspect the proposed used PBBs and believes their condition along with the specified refurbishment will give the airport reliable and more capable PBBs for at least 10 years.



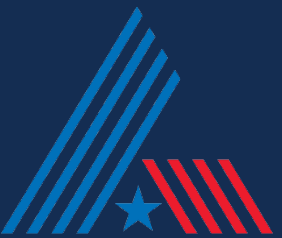
Current West Side PBB



Similar Proposed PBB



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/28/2021

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 16. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve a Contract with ArkStar Group for Airport Marketing Assistance (Don Green)

GENERAL INFORMATION

At its July 29, 2021 meeting, City Council approved a marketing contract with ArkStar Group to assist with a marketing effort focused on United Airlines' service. However, less than a week after this contract was approved, SkyWest announced it was discontinuing the United service, so the contract with ArkStar was canceled. ArkStar and Airport staffs began working on a new contract to focus on regaining passengers lost during the pandemic and retaining passengers who drive to other airports instead of flying American Airlines from Abilene Regional Airport.

ArkStar's contract will have them conduct a focused digital marketing campaign based on internet searches and other data analytics. The data allows more specific marketing outreach to likely travelers flying to and from ABI. ArkStar will also send team members to Abilene to assist Airport staff with outreach to local and regional companies that have employees who travel frequently to promote the service and benefits of American Airlines' AAdvantage program as well as the convenience of using ABI. Additionally, ArkStar will monitor fares and bring discrepancies to AA's attention to try to resolve to make using ABI a better cost benefit.

The contract is for three months of advertising at \$42,500 with additional marketing support at an hourly fee that may extend past that three-month time frame. The Airport is asking for authorization to spend up to \$60,000 under this contract. Airport COVID relief grant funds will be used to pay for this contract.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The contract will be funded from Airport COVID relief grants.

STAFF RECOMMENDATION

Staff believes this marketing effort is essential to passenger recovery lost from the pandemic as well as promoting ABI service to those who typically drive to other airports. Therefore, Staff recommends approval of this contract.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation at its October 13, 2021 meeting.

ATTACHMENTS:

1. ArkStar Resolution 10-28-21
2. 09.07.21 ArkStar Proposal
3. ArkStar Presentation 10-28-21

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING A MARKETING CONTRACT WITH THE ARKSTAR GROUP FOR
ABILENE REGIONAL AIRPORT**

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

WHEREAS, ABI continues to see effects of the pandemic on passenger recovery; and

WHEREAS, Airport Staff sees a need to increase targeted digital marketing and use data analytics to better identify potential passengers; and

WHEREAS, ArkStar is a firm that performs such specialized marketing for air service and has provided a satisfactory scope and fee proposal at a cost not to exceed \$60,000.00.

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

- I. That City Council approves the contract with ArkStar at a total cost of up to \$60,000.00.
- II. That this action is effective immediately upon Council approval.

ADOPTED this 28th day of October 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Abilene Regional Airport ArkStar Engagement Proposal

September 6, 2021

Mr. Don Green
Director of Transportation
City of Abilene, TX
2933 Airport Blvd.
Abilene, TX 79602

Dear Don,

ArkStar is delighted to submit this proposal to help develop your American Airlines service at Abilene Regional Airport ("ABI") to the Dallas/Fort Worth International Airport ("DFW").

With the principal at ArkStar overseeing the schedule, pricing and the sales efforts at ABI for American Airlines from 2001 through 2012 we are uniquely qualified to help your airport keep more of the airport's natural catchment area. The market that is driving from ABI to DFW, Dallas Love Field ("DAL") and Austin-Bergstrom International Airport ("AUS") is significant. A small shift in share back to ABI can have significant results to your traffic.

ArkStar views air service development from the perspective of the airline managing the brand, as American Airlines viewed air service development for ABI. While we would be honored to engage in the targeted media plans outlined and introduce Abilene area organizations and individuals to the many products American has to offer directly, those are just two components of marketing. Ensuring your flights connect optimally; air fares are competitive on a connecting basis in the many markets American connects ABI to at Dallas/Ft. Worth International Airport ("DFW"); ensuring organizations such as the Chamber of Commerce or economic development entities have content on American products and promotions that can be pushed to the business community; and actionable reporting as done at major airlines, are all important. ArkStar brings this to the regional market with personnel having many years of network air carrier experience.

Generating product awareness will take two forms - awareness of the more reasonable air fares that exist at ABI than in the past, layered on with much lower costs of parking and awareness of the specific American products that best align with each individual Abilene area organization that has significant travel.

Marketplace Awareness - Media

ArkStar proposes a unique geotargeted three-month media campaign using social networks, Search Engine Marketing ("SEM"), digital banner ads and Connected Television. Rather than generate wastage through general radio or print advertising, we advertise only to demonstrated travelers and those with an interest in travel. We track not only Click-Through-Rates to aa.com, but actual airline bookings made by zip code.



Dallas/Ft. Worth Office
11776 Stephenville Drive
Frisco, TX 75035
(817) 637-4544

Abilene Regional Airport

ArkStar Engagement Proposal

(Continued from Page 1)

ArkStar's Click-Through-Rates are many multiples of industry standards as a result.

The objective of the marketing campaign will be to boost American Airlines traffic from ABI. Our recommendation is two-fold: An outbound media plan that wins back travelers leaking from catchment area zip codes to DFW, DAL and AUS where ABI is the airport of convenience and an inbound plan focused on incrementing additional traffic to ABI from Dallas / Ft. Worth area Point of Sale ("POS"). We would propose a three-month outbound campaign for each, launching October 1, 2021 through December 15, 2021. Then picking up the media again from January 15, 2022 through January 31, 2022.

We recommend outbound media to be focused in zip codes 60-minutes drive time to the east and south and 90 minutes to the north and west. Zip codes should not be closer to the San Angelo Regional Airport ("SJT").

Individuals who live in the catchment area zip codes whose phone was "seen" in any of the following airports: ABI, DFW, DAL or AUS, since October 1, 2018 will be targeted. IP Mapping technology allows us to buy the cell phone IDs' and synchronize phones to every device linked to that cell phone number. We then advertise to these demonstrated traveler's Smart TV, Desktop Computer, Laptops, Tablets and other phones. If ABI is their airport of convenient, and they travel - - or are thinking about travel - - we will find them.

The second group we will advertise to as part of the outbound campaign are individuals with live travel intent - - i.e. people searching Expedia, southwest.com, hilton.com, rental car websites, online travel magazines and other travel related websites.

Media assets are proposed to highlight three categories of customized ads. The first will focus on the Visiting Friends and Relatives demographic (VFR) where there is unprecedented pent-up demand. The message theme will be "They Miss You". The second will focus on American city destinations to the east and west, with a message of "It's Time". The third will focus on the B-2-B market with a general message of "See them before your Competitors Do". All media will be branded as Abilene Regional Airport ads with a **Book Now** button that links to aa.com.

This recommendation includes a combination of Paid Search, social media, digital banner ads and Connected TV

→ **Search Engine Marketing**

- Also referred to as PPC/pay per click or google Ad words this tactic allows us to increase our visibility in search engine result pages
- If a traveler types in any reference to "cheap fares", "discounts", "American Airlines", "Southwest Airlines", "Dallas/Ft Worth Airport", "DFW", "DAL", "AUS" or any of 200 or so other 'Keywords', they will receive a sponsored ad promoting Abilene flights
- The strategy is to capitalize on people already actively searching for flights, the "low-hanging fruit"

Abilene Regional Airport

ArkStar Engagement Proposal

(continued from Page 2)

→ **Facebook/Instagram Ads and videos**

- Will target devices from catchment zip codes seen at ABI, DFW, DAL or AUS since October 1, 2018
- 36 customized ads will be produced with a mix of photos and text which can be changed to a fresh message
- Six video ads will be produced and distributed, focused on VFR / American destinations each with a customized message
- Fares to markets with connections beyond IAH with accompanying images will be advertised
- Facebook and Instagram are both owned by Facebook, so ads are seamless between platforms

→ **Digital Display Banner Ads**

- Will target devices from catchment zip codes seen at ABI, DFW, DAL or AUS since October 1, 2018
- Banner ads across the web as travelers browse (i.e. ESPN, Conde Naste)
- 126 customized ads will be produced in six sizes to optimize results across all devices: desktop computers, laptops, tablets, mobile, etc.

→ **Connected TV (CTV) Commercials (also referred to as OTT (over the top), DTV (digital TV) or Streaming TV**

- Will target individuals with travel interest/intent and devices from catchment zip codes seen at ABI, DFW, DAL or AUS since October 1, 2018
- Digital TV reaches people who are unplugged from broadcast TV and are watching programs on devices and aggregators such as Roku, Amazon Fire, Apple TV, PlayStation, Xbox, Chromecast, Smart TV, Sling, Crackle, Xumo and Pluto
- ArkStar will customize at least six television commercials for ABI focused on the same themes as the digital ads outlined above

The distribution price for the full three-month outbound distribution campaign, with an 800,000 impression guarantee, to include purchase of all cell phone IDs, distribution and a monthly performance report would be \$20,000 or only 2 ½ cents per impression.

Conceptualization of customized, images, video footage, music, artwork and production of all assets would be \$7,500. All customized assets produced will be the property of ABI for future use.

We would propose a three-month inbound campaign targeting anyone in the Dallas / Ft. Worth area whose cellphone was seen in the Abilene catchment zip codes since October 1, 2018. We would propose Facebook / Instagram; Digital Display Banner ads and Connected TV commercials using the same themes as the outbound campaign. Pricing for ad distribution guaranteeing 1,000,000 impressions over the three months would be \$15,000 or only 1 ½ cents per impression.

Abilene Regional Airport

ArkStar Engagement Proposal

(continued from Page 3)

Introducing Abilene Area Travelers to American Airlines Products

American has developed significant loyalty over many years, but relatively high ABI air fares have spurred a significant drive market to area airports. As 75% of pre-pandemic industry revenue was driven by corporate traffic, American has a bevy of complimentary discount and loyalty programs designed to drive loyalty that both organizations and individuals can benefit. These can mitigate some of the fare differentials that may exist.

We would introduce these products via sales calls by phone or in person and webinars. The products will be matched uniquely to companies and organizations to stimulate travel in close coordination with you or anyone you designate. We often work with Chambers of Commerce or Economic Development offices.

→ ***AAdvantage for Everyone***

- American's Frequent Flyer program is a starting point. Sold on sales calls, we would provide content to be pushed out via the Chamber of Commerce or other community organizations. With partner airlines the AAdvantage program offers flights to 1,100

→ ***Status Match tier upgrades for Top Travelers***

- Converting top travelers from Southwest Rapid Rewards will be a focus. American will match the top-tier status for a customer who supports another airline so that they can enjoy the same benefits that they were on the other frequent flyer program out of ABI.

→ ***Discounts for Larger Organizations***

- An upfront corporate discount program that ArkStar personnel negotiated on behalf of American that provides tiered discounts.
- Discounts are valid on American connecting itineraries on partner airlines
- Working with American, we will identify Abilene companies that may already be on this program through their headquarters and then work to ensure local awareness.

Abilene Regional Airport

ArkStar Engagement Proposal

(continued from Page 4)

→ **Business Extra for Small and Medium Size Organizations**

- American Airlines offers a soft-dollar loyalty program where the organization can accrue free tickets or use points earned for status upgrades and club passes in addition to what the traveler earns in the AAdvantage frequent flyer program.

In support of the sales effort, we would ask that the Chamber of Commerce or other community organization provide a local introduction asking the traveling organization to carve away a few minutes for a discussion that will ensure they are receiving the full benefit of American products.

Fares

Industry air fares change twice daily at the hubs, with rub off impact on spokes such as ABI. If engaged for sales support, we will monitor fares in your Top 15 markets versus DFW, DAL and AUS weekly. We work directly with American Airlines Revenue Management and will make a business case for adjustment where necessary.

Analysis

Key to an analytical based approach to sales and marketing is effective reporting. ArkStar will generate a report each month of the sales engagement that covers Key Performance Indicators: 1) enplanements; 2) % of fares within \$75 of DFW, DAL and AUS 3) A comparative analysis of fares from DAL and DFW in the ABI Top 15 Markets 4) Competitive traffic and capacity changes at DFW versus DAL

The report will be in a format whereby it can be presented to the ABI Airport Board or any other group you desire.

Industry Update

In the fast-paced aviation environment tracking broader traffic trends, capacity changes by carrier, airline strategies and sentiment indicators can help set airport and marketing strategy. We provide a weekly Industry Update to clients in a form that allows for select slides to be presented to an Airport Board or other group. Customers find it helpful to apprise US Congressional offices they may work with.

Abilene Regional Airport

ArkStar Engagement Proposal

(continued from Page 5)

Compensation

Phone Sales, In Person Sales, and Sales Administration will be billed at \$45.00 per hour. Overnight visits will also be charged at \$45.00 per hour with an eight-hour maximum per day.

Expenses will be charged at cost to include air fare, hotel, meals, gasoline and the costs of printing as required. All expenses will be approved by you in advance.

ArkStar can put your American Airlines service on a strong platform, Don. We look forward to taking the next step with you.

Gary Foss

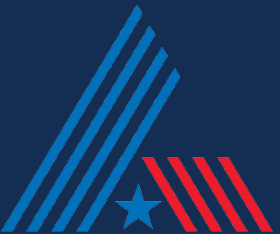
Gary D. Foss, Managing Partner

City Council Meeting

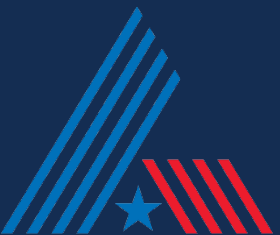
October 28, 2021



Abilene Regional Airport Marketing Agreement with ArkStar



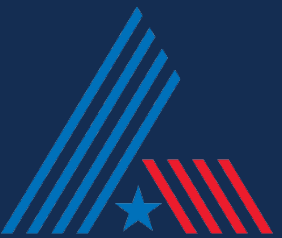
- At its July 29, 2021 meeting, City Council approved a marketing contract with ArkStar Group to assist with a marketing effort focused on the United Airlines service. However, less than a week after this contract was approved, SkyWest announced it was discontinuing the United service, so the contract with ArkStar was canceled.
- ArkStar and Airport staffs began working on a new contract to focus on regaining passengers lost during the pandemic and retaining passengers who drive to other airports instead of flying American Airlines from Abilene Regional Airport.
- ArkStar will conduct a focused digital marketing campaign based on internet searches and other data analytics.
- The data allows more specific marketing outreach to likely travelers flying to and from ABI. ArkStar will also send team members to Abilene to assist Airport staff with outreach to local and regional companies that have employees who travel frequently to promote the service and benefits of American Airlines' AAdvantage program as well as the convenience of using ABI.



- The contract is for three months.
- The three-month cost of fixed services in this proposal is \$47,500. However, Airport staff recommends \$60,000 to include authorization for additional hourly work and miscellaneous costs for ArkStar travel and other unforeseen tasks in support of this effort.
- The Airport will use funds received from its CARES, CRSSA and ARPA grants.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/28/2021

TO: Robert Hanna, City Manager

FROM: Cande Flores, Fire Chief

SUBJECT: 17. (Remove from Table) Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 10, Article III, “Fire Prevention Code”, Division 1, Sec. 10-46 of the Abilene Municipal Code (Cande Flores)

GENERAL INFORMATION

The Fire Prevention Code was last updated in 2009.

The 2021 version of the International Fire Code has been reviewed and is proposed as an amendment to the Abilene Municipal Code.

SPECIAL CONSIDERATIONS

A review committee was organized to review the 2021 version of the International Fire Code and to suggest possible amendments to this code. The committee was chaired by the Abilene Fire Marshal and included five (5) other members. The additional members represented fire protection systems, architecture, and construction.

FUNDING/FISCAL IMPACT

There is no fiscal impact to the ordinance amendment.

STAFF RECOMMENDATION

Staff recommends amending Chapter 10, Article III, “Fire Prevention Code”, Division 1, Sec. 10-46 to adopt the 2021 International Fire Code in its entirety, with the amendments outlined in Attachment “A”.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Amended Ordinance 2
2. Attachment A
3. Exhibit A
4. Fire Code Presentation

AN ORDINANCE AMENDING CHAPTER 10, ARTICLE III, “FIRE PREVENTION CODE”, FOR THE CITY OF ABILENE; SEC. 10-46 OF THE ABILENE MUNICIPAL CODE BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SERVERABILITY CLAUSE; AND DECLARING A PENALTY.

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

- PART 1:** That Chapter 10, Article III, Division I, Sec. 10.46 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 and effect.
- PART 3:** 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 punishable as provided in section 1-9 of this Code. Each day such violation shall continue or 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 9th day of September, 2021.

After passage on first reading, 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 24th day of October, 2021, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 4:30 p.m. on the 28th day of October, 2021, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 28th day of October, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

ABILENE FIRE CODE

Adopt the 2021 International Fire Code in its entirety, with the following amendments:

Chapter 1 ADMINISTRATION

SECTION 101 GENERAL

101.1 Title. *{Amend to read as follows.}* These regulations shall be known as the *Fire Code* of the City of Abilene, hereinafter referred to as “this code”

{Amend Section 103 heading as follows.} SECTION 103 DIVISION OF FIRE PREVENTION

103.1 Creation of Agency. *{Amend to read as follows.}* The division of Fire Prevention is established within the Fire Department under the direction of the fire code official. The function of the division shall be the implementation, administration and enforcement of the provisions of this code.

103.2 Appointment. *{Amend to read as follows and add sentence at the end.}* The fire code official shall be appointed by the fire chief. The fire code official shall also be known as fire marshal.

103.3 Deputies. *{Amend to read as follows.}* In accordance with the prescribed procedures of the Fire Department and with the concurrence of the fire chief, the fire code official shall have the authority to appoint two deputy fire marshals, other related technical officers, inspectors, and other employees.

{Amend Section 111 heading as follows}

SECTION 111

APPEALS

111.1 Appeals. *{Delete in its entirety and add the following.}* The Board of Building Standards as established in Chapter 8, Sec. 8-361, et. seq. of the City Code of the City of Abilene, Texas is charged with hearing appeals arising from any decision of the fire code official concerning this code, determining the suitability of alternate materials and methods of construction and providing reasonable interpretation of this code.

Any reference to the board of appeals in this code shall be construed to mean and does mean the Board of Building Standards as established in Chapter 8, Sec. 8-361, et. seq. of the City Code of the City of Abilene, Texas. In the event the board should be of the opinion that any provisions of this code needs to be amended, it shall make such recommendation to the City Council for consideration.

SECTION 112

VIOLATIONS

112.4 Violation penalties. *{Amend to read as follows.}* Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the code official, or of a permit or certificate used under provisions of this code, shall be guilty of a Class C Misdemeanor, punishable by a fine of not more than five hundred dollars (\$500).

SECTION 113

STOP WORK ORDER

113.4 Failure to comply. *{Amend to read as follows.}* Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not more than five hundred dollars (\$500).

Chapter 3

GENERAL PRECAUTIONS AGAINST FIRE

SECTION 308

OPEN FLAMES

308.1.4 Open-flame cooking devices. *{Amend to read as follows.}* Charcoal burners and other open-flame cooking devices shall not be operated or located on combustible balconies or within 10 feet (3048 mm) of combustible construction.

308.1.7 Religious ceremonies. *{Delete the last sentence.}* Where, in the opinion of the fire code official, adequate safeguards have been taken, participants in religious ceremonies are allowed to carry hand-held candles.

SECTION 319 MOBILE FOOD PREPARATION VEHICLES

319.1 General. *{Amend to read as follows.}* Mobile food preparation vehicles that are equipped with appliances that produce smoke or grease-laden vapors shall comply with this section. Existing vehicles will be afforded a grace period of 18 months to become compliant with Sections 319.3 and 319.4.1. This period shall begin with the initial adoption of the 2021 IFC.

Chapter 5 FIRE SERVICE FEATURES

SECTION 503 FIRE APPARATUS ACCESS ROADS

503.2.1 Dimensions. *{Amend to read as follows.}* Fire apparatus access roads shall have an unobstructed width of not less than 24 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6 and an unobstructed vertical clearance of not less than 14 feet.

503.2.2 Authority. *{Amend to read as follows.}* The fire code official shall have the authority to require an increase in the minimum access widths and vertical heights where they are inadequate for fire or rescue operations.

503.2.3 Surface. *{Amend to read as follows.}* An engineered road shall be constructed of asphalt, concrete, processed road base material or other approved driving surface capable of supporting the imposed loads of a fire apparatus. The road shall be properly graded to drain so as to prevent the road from failing to support the fire apparatus imposed load during a rainfall event.

503.3 Identification. *{Amend to read as follows.}* Where required by the fire code official, approved markings and/or signs shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Markings and signs shall be maintained in a clean and legible condition at all

times and be replaced or repaired when necessary to provide adequate visibility. Marking shall consist of a red stripe not less than six inches wide along both borders of a fire apparatus access road. The words "FIRE LANE NO PARKING" shall be marked on the stripes in white letters not less than four inches high at intervals of not more than 25 feet. The stripe and words shall consist of traffic paint or other city approved equal. The markings shall be applied to the vertical face of curbs if adjacent to the fire apparatus access road. If curbs are not present, then the markings shall be applied to the pavement.

{Add Subsection 503.3.1}

503.3.1 Signs. Signs shall be not less than 12 inches wide and 18 inches high. Signs shall consist of a white background bordered by a red stripe not less than 3/8 inch wide with the words "FIRE LANE NO PARKING" in red letters not less than two inches high. The sign face shall be retro-reflective. Signs shall be permanently affixed to stationary posts or, where approved by the fire code official, buildings or walls. The bottom of signs shall be not less than seven feet above grade. Signs shall be placed at intervals of not more than 50 feet.

**SECTION 506
KEY BOXES**

506.1 Key Boxes. *{Add following sentence.}* Any structure that is 12,000 square feet or more, or contains a fire protection or detection device will be required to have a key box installed.

506.1 Installation. *{Add following sentences.}* Where required, a key box will be installed on the right hand side not less than 60 inches (5feet) from the main entrance of the structure. The key box placement is required to be between 60 inches and 72 inches (between 5 and 6 feet) above the finished floor or as approved by the fire code official.

**SECTION 507
FIRE PROTECTION WATER SUPPLIES**

507.5.4 Obstruction. *{Amend to read as follows.}* Unobstructed access to fire hydrants, fire department inlet connections, or fire protection system control valves shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

SECTION 510
EMERGENCY RESPONDER COMMUNICATION COVERAGE

510.1 Emergency responder communication coverage in new buildings. *{Amend Exception to read as follows.}*

Exceptions:

2. Where it is determined by the fire code official that the radio coverage system is not needed. This occurs when the fire department radio system provides adequate coverage throughout the building.

510.2 Emergency responder communication coverage in existing buildings. *{Add Exception to read as follows.}*

Exception:

1. Where it is determined by the fire code official that the radio coverage system is not needed. This occurs when the fire department radio system provides adequate coverage throughout the building.

Chapter 6
BUILDING SERVICES AND SYSTEMS

SECTION 605
FUEL-FIRED APPLIANCES

605.5 Portable unvented heaters. *{Amend to read as follows.}* Rooms or areas where listed and approved portable unvented fuel-fired heating equipment is allowed shall be provided with a means of ventilation capable of supplying required combustion air and preventing the accumulation of toxic products of combustion. **Exceptions:** *{Delete exception1}*

Chapter 9
FIRE PROTECTION SYSTEMS

SECTION 903 AUTOMATIC SPRINKLER SYSTEMS

903.2.8 Group R *{Add following.}*

Exception: 1 and 2 Family Dwellings.

903.3.1.1.1 Exempt locations. *{Amend first sentence to read.}* Where approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion.

Exception 3. *{Amend to read as follows.}* Generator and transformer rooms under the direct control of a public utility and separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.

Exception 4. *{Delete Number 4 in its entirety.}*

907.6.6.2 MIY Monitoring. *{Amend to read as follows.}* Direct transmission of alarms associated with Monitor it Yourself (MIY) transmitters to a public safety answering point (PSAP) shall not be permitted.

SECTION 3305 PRECAUTIONS AGAINST FIRE

3305.5.1.1 Fire Watch during Construction. *{Amend to read as follows.}* A Fire Watch shall begin once the structure has exceeded the 50,000 square footage and 40 foot height above lowest adjacent grade threshold and shall be provided during non-working hours. Fire Watch shall remain in effect until acceptance tests meet NFPA requirements for the fire alarm system, and has been approved by the fire code official.

Exceptions:

1. Fire Watch will not be required for buildings of Type I and Type II construction.
2. Buildings of Type III, Type IV, and Type V construction that provide equivalent protection to a Fire Watch, including, but not limited to:
 - a. secured perimeter fencing, nighttime lighting, limited access to the site at all times, posted warning signs, and
 - b. monitored camera surveillance or contracted security with hourly perimeter checks

APPENDIX D – SECTION D107
ONE- OR TWO-FAMILY RESIDENTIAL DEVELOPMENTS

D107.1 One- or two-family dwelling residential developments. *{Add Exception}*

Exceptions:

3. The number of dwelling units accessed from a single fire apparatus access road shall not be increased unless fire apparatus access roads will be increased in width, as determined by the fire code official. A minimum of 24' of unobstructed clearance shall be maintained for fire apparatus. Dwelling increases of up to 99 units are authorized under this exception.

ORDINANCE NO. _____

EXHIBIT “A”

ABILENE CODE

DIVISION 1. GENERALLY

Replace Sec. 10-46 as follows:

Sec. 10-46. Adopted.

The International Fire Code, 2021 Edition, published by the International Code Council, Inc., together with the Abilene Fire Code booklet amending and supplementing that code, are hereby enacted and adopted by reference, as the fire code for the City of Abilene, and is here by incorporated herein. The Abilene Fire Code booklet, along with the International Fire Code, are on file in the Fire Marshal’s and City Secretary’s Offices.

Any cross-reference to other codes contained herein shall be construed to mean those codes as adopted by the City of Abilene and amended by local ordinance.

Any cross-reference to specific state agencies tasked with duties or oversight under the International Fire Code shall be construed to mean the agency in the state of Texas then tasked with the duties or oversight referenced, even if such agency might change from time to time.

2021 Abilene Fire Code

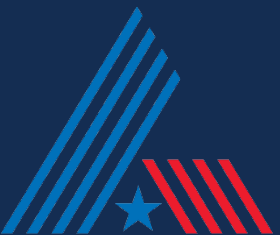
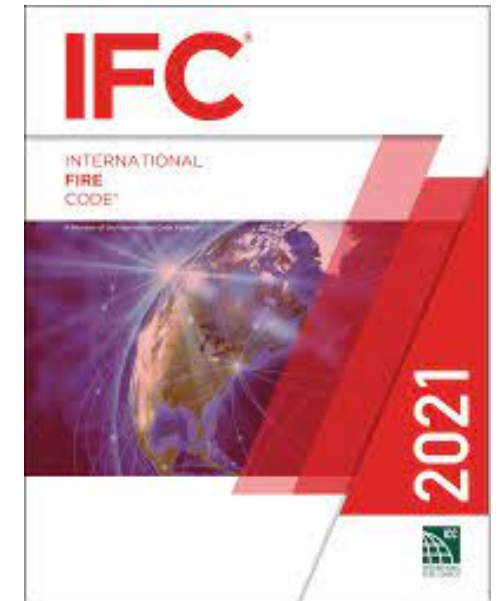
ABILENE FIRE DEPARTMENT

September, 2021



ABILENE FIRE CODE

- Local adoption of the International Fire Code (IFC)
 - Includes local amendments that only apply to the City of Abilene
- IFC is published by the International Code Council
 - Establishes minimum requirements for fire prevention and fire protection systems
 - Updated every 3 years
- The Abilene Fire Code has not been updated since 2009



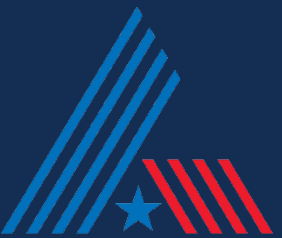
AMENDMENT PROCESS

- The AFD Fire Marshal created a committee to review the latest edition of the International Fire Code
 - Comprised of:
 - Fire Marshal (chair)
 - Jim Bob Barbee (Fire Protection Systems)
 - Alfredo Gunderson (Fire Protection Systems)
 - Ruppert Rangel (Architect)
 - Will Duncan (Architect)
- The IFC Committee met several times and decided which parts of the Code would be adopted in whole and which parts required amendments
- The amendments, in conjunction with the IFC resulted in the Abilene Fire Code

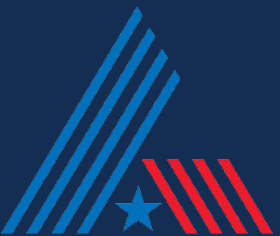


APPLICABILITY

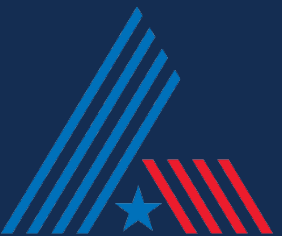
- The Abilene Fire Code is applicable to all commercial structures within the city limits of Abilene
- It does not apply to family residences



- The Abilene Fire Marshal's Office recommends amending Article II "Fire Prevention Code" of the City Ordinance to include the 2021 version of the Abilene Fire Code



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/28/2021

TO: Honorable Mayor and City Council Members

FROM: Shawna Atkinson, City Secretary

SUBJECT: **18. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Amendment to Ordinance 43-2021 Adopting Fees and Charges, by Amending Alcoholic Beverage Permit Fees (*Shawna Atkinson*)**

GENERAL INFORMATION

The TABC recently released a Maximum Local Fee Schedule for Alcoholic Beverage Licenses & Permits that went into effect on September 1, 2021. The FY 2021-2022 Fee Schedule was updated with these new changes, but the Mixed Beverage fees were calculated incorrectly. Cities are able to charge for Mixed Beverages starting in the fourth year of billing, not the fifth like previously calculated. This ordinance will amend the fee schedule to allow the City to charge \$1,125 per permit in their fourth year of billing.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

The City will earn more revenue with this addition.

STAFF RECOMMENDATION

Approval of the ordinance, so the City will be in line with the TABC's Maximum Local Fee schedule.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Alcohol Fee Amendment
2. Fee Schedule Exhibit FY22
3. tabc-sept-2021-maximum-local-fees
4. Alcohol Fees Ordinance Presentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 43-2021 ADOPTING FEES AND CHARGES, BY AMENDING FEES FOR ALCOHOL FEES; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES, RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND CALLING A PUBLIC HEARING.

WHEREAS, the City Council adopted Ordinance 43-2021 ("Fee Ordinance") on August 12, 2021 setting fees and charges commencing on October 1, 2021; and

WHEREAS, it was contemplated that this Fee Ordinance would require amendment from time to time to modify and update fees and charges; and

WHEREAS, the City of Abilene desires to amend the alcohol permit fees, to be in accordance with the maximum local fee scheduled set by the TABC.

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

PART 1: That the Schedule of Fees and Charges for the City of Abilene, Texas be amended as set forth in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That all ordinances and parts of ordinances, resolutions, and parts of resolutions in conflict herewith are repealed.

PART 3: That if any provisions or any section of this ordinance shall be held void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PASSED ON FIRST READING on the 14th day of October, 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 28th day of October, A.D. 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

ALCOHOL BEVERAGE PERMIT (State Regulated)		
	(AW) Manufacturer's Agent's Warehouse Permit	\$375.00
	(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 (Year 2-3)	no fee
	(MB) Mixed Beverage Permit (4th Year)	\$1,125.00
	(MB) Mixed beverage permit (Years 5-6)	\$750.00
	(MB) Mixed Beverage Permit (Years 7 +)	\$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 Class 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.	



Licenses and Permits

Maximum Local Fees

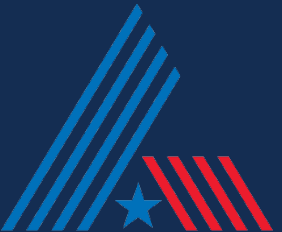
TIER	LICENSE/PERMIT TYPE	TWO-YEAR FEE IN CODE AUG. 31, 2021 (no surcharge)	MAXIMUM LOCAL FEE (for two-year period) <i>Effective Sept. 1, 2021</i>
Upper Tier	Brewer's License (BW) (consolidation of a Manufacturer's License and Brewer's Permit)	N/A	\$1,500
Upper Tier	Distiller's and Rectifier's Permit (D)	\$3,000	\$1,500
Upper Tier	Winery Permit (G)	\$150	\$75
Upper Tier	Out-of-State Winery Direct Shipper's Permit (DS)		N/A (Out-of-state)
Upper Tier	Nonresident Brewer's License (BN)		N/A (Out-of-state)
Upper Tier	Nonresident Seller's Permit (S)	\$300	\$150
Middle Tier	General Distributor's License (BB)	\$600	\$300
Middle Tier	Wholesaler's Permit (W)	\$3,750	\$1,875
Middle Tier	General Class B Wholesaler's Permit (X)	\$600	\$300
Lower Tier	Mixed Beverage Permit and Mixed Beverage w/ Food & Beverage Certificate (FB) required (MB)		
	ORIGINAL	\$6,000	EXEMPT per Code Sec. 11.38(d)
	1ST RENEWAL	\$4,500	\$1,125 EXEMPT per Code Sec. 11.38(d) in 1st year of 2-year renewal period
	2ND RENEWAL	\$3,000	\$1,500
	3RD & SUBSEQUENT RENEWALS	\$1,500	\$750
Lower Tier	Wine and Malt Beverage Retailer's Permit (BG) (previously known as a Wine and Beer Retailer's Permit)		
	Every county EXCEPT Bexar, Dallas, Harris, and Tarrant counties	\$350	\$175
	ORIGINAL in Bexar, Dallas, Harris, and Tarrant counties	\$2,000	\$1,000
	RENEWAL in Bexar, Dallas, Harris, and Tarrant counties	\$1,500	\$750
Lower Tier	Wine and Malt Beverage Retailer's Off-Premise Permit (BQ) (previously known as Wine and Beer Retailer's Off-Premise Permit)	\$120	\$60

TIER	LICENSE/PERMIT TYPE	TWO-YEAR FEE IN CODE AUG. 31, 2021 (no surcharge)	MAXIMUM LOCAL FEE (for two-year period) <i>Effective Sept. 1, 2021</i>
Lower Tier	(Malt Beverage) Retail Dealer's On-Premise License (BE) <i>Every county EXCEPT Bexar, Dallas, Harris, and Tarrant counties</i> <i>ORIGINAL in Bexar, Dallas, Harris, and Tarrant counties</i> <i>RENEWAL in Bexar, Dallas, Harris, and Tarrant counties</i>	 \$300 \$2,000 \$1,500	 \$150 \$1,000 \$750
Lower Tier	(Malt Beverage) Retail Dealer's Off-Premise License (BF)	\$120	\$60
Lower Tier	Private Club Registration Permit (N)		EXEMPT per Code Sec. 11.38(d)
Lower Tier	Private Club Malt Beverage and Wine Permit (NB)		EXEMPT per Code Sec. 11.38(d)
Lower Tier	Private Club Exemption Certificate (NE)		EXEMPT per Code Sec. 32.11(b) and Code Sec. 11.38(d)
Lower Tier	Package Store Permit (P)	\$1,000	\$500
Lower Tier	Wine-Only Package Store Permit (Q)	\$150	\$75
Lower Tier	Passenger Transportation Permit (TR)		EXEMPT per Code Sec. 11.38(d)
Other Permits	Consumer Delivery Permit (CD)	N/A	No fee established in Code on 8/31/21; fee was established in rule per Code Sec. 57.03
Other Permits	Bonded Warehouse Permit (J/JD)	\$300	\$150
Other Permits	Manufacturer's Agent's Warehousing Permit (AW)	\$1,500	\$750
Other Permits	Carrier's Permit (C)		EXEMPT per Code Sec. 11.38(d)
Other Permits	Promotional Permit (PR)	\$600	\$300
Other Permits	Third-Party Local Cartage Permit (ET)		EXEMPT per Code Sec. 11.38(d)
Other Permits	Branch Distributor's License (BC)	\$150	\$75
Subordinates	Forwarding Center Authority (FC)		Not a license or permit so local fee is not authorized
Subordinates	Brewer's Self-Distribution License (SD) (consolidation of a Manufacturer's Self-Distribution License and Brewer's Self-Distribution Permit)	N/A	\$600
Subordinates	Brewpub License (BP)	\$1,000	\$500
Subordinates	Food and Beverage Certificate (FB)		Not a license or permit so local fee is not authorized
Subordinates	Late Hours Certificate (LH) (consolidation of a Mixed Beverage Late Hours Permit, Private Club Late Hours Permit, and a Retail Dealer's On-Premise Late Hours License)	N/A	Not a license or permit so local fee is not authorized
Subordinates	Local Distributor's Permit (LP)	\$200	\$100
Subordinates	Water Park Permit (WP)	\$60	\$30

Ordinance: Amending Ordinance 43-2021, Amending the Alcoholic Beverage Permit Fees



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 10/28/2021

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*)

Abilene-Taylor County Public Health
Advisory Board

Abilene-Taylor County Events Venue
District Board

Airport Development Board

Board of Adjustment

Board of Building Standards

Citizens Advisory Board for People with
Disabilities

Library Advisory Board

Neighborhood Services Advisory Board

Planning & Zoning Commission

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 28th day of October, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Abilene-Taylor County Public Health Advisory Board</i>	
Randy Williams [Reappointment]	November 2024
<i>Abilene-Taylor County Venue District Board</i>	
Anthony Williams [Reappointment]	November 2023
Downing Bolls [Reappointment]	November 2023
Kyle McAlister [Reappointment]	November 2023
<i>Airport Development Board</i>	
Randy Williams [Reappointment]	November 2024
Woody Gilliland [Reappointment]	November 2024
<i>Board of Adjustment</i>	
Bob Beerman [Reappointment]	November 2021
Morton Langholtz [Reappointment]	November 2024
<i>Board of Building Standards</i>	
Wayne Paris [Reappointment]	November 2023
David Beard [Reappointment]	November 2023
Lloyd Turner [Reappointment]	November 2023
Melissa Sparks [Alternate] [Reappointment]	November 2023
<i>Citizens Advisory Board for People with Disabilities</i>	
JoAnne Fluke [Reappointment]	October 2023
Jamie Thomas [Reappointment]	October 2023
Katherine Ballard [Reappointment]	October 2023
<i>Library Advisory Board</i>	
Clint Buck [Reappointment]	November 2023
<i>Neighborhood Services Advisory Board</i>	
Rachel Slaymaker [Reappointment]	November 2023
Kenneth Bowles [Reappointment]	November 2023
<i>Planning & Zoning Commission</i>	
Clint Rosenbaum [Reappointment]	November 2024

***Resolution:* Appointing Member(s) to various Boards and Commissions per the City Charter**

- Abilene-Taylor County Public Health Advisory Board
- Abilene-Taylor County Venue District Board
- Airport Development Board
- Board of Adjustment
- Board of Building Standards
- Citizens Advisory Board for People with Disabilities
- Library Advisory Board
- Neighborhood Services Advisory Board
- Planning & Zoning Commission





**City Council
Agenda Memo**

City Council Meeting Date: 10/28/2021

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 20. 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. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
12. Governor's Executive Orders COVID-19

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 and Commissions may be discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project
2. Project Artemis

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None