



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 November 4, 2021, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Mayor Pro-tem Kyle McAlister

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Employee Service Awards:**

- Tyson Kropp - 20 Years - Police Department

3. **Proclamations:**

- General Aviation Appreciation Month
- Adopt a Shelter Dog Month

CONSENT AGENDA

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

4. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Modifying and Extending the Declaration of Local Disaster (COVID-19) (**Robert Hanna**)
5. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on

- Entering into a Contract with Justice Construction, Inc. for Improvements to Stevenson Park **(Lesli Andrews)**
6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Entering into a Contract with Chris Redman for the Facility Management of Rose Park Tennis Center **(Lesli Andrews)**
 7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Entering into a Contract with Jacob Martin for Engineering Services for Cobb Park and Lee Park Improvements **(Lesli Andrews)**
 8. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Entering into a Contract with Jacob Martin for Engineering Services for Sears Park, Nelson Park, and Redbud Park Sidewalk Improvements **(Lesli Andrews)**
 9. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Contract Renewal for Cartegraph Operations Management System **(Bob von Wolffrad)**
 10. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Expansion of the Automated Ticketwriter Program and Related Purchases **(Mike Rains)**
 11. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve the Acceptance of the Children's Advocacy Centers of Texas Grant, and Approving the creation of a full time Mental Health Advocate/Child Sex Trafficking Care Coordinator position **(Marcus Dudley)**
 12. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Request For Proposals (RFP) for Engineering Services for North 10th Street Roadway Improvements to Enprotec/ Hibbs & Todd **(Greg McCaffery)**
 13. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-289.1, "Same - During Certain Hours" of the Code of Ordinances Regarding School Zone Areas No Longer in Use **(Greg McCaffery)**
 14. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-297, "Stopping, standing and parking prohibited," of the Code of Ordinances to install a No Stopping, Standing, Parking Zone on the North and South sides of EN10th Street near Taylor Elementary School. **(Greg McCaffery)**
 15. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on amending Chapter 32, "Utilities" of the Abilene Municipal Code, Article III, "Fats, Oils, and Grease", and setting a public hearing for November 18, 2021 **(Rodney Taylor)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

16. **Presentation:** Receive a Report, Hold a Discussion and Public Hearing Regarding the Findings of the Mayor's Entertainment District Task Force **(Michael Rice)**
17. **Ordinance (Final 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)**
18. **Ordinance (Final 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)

PUBLIC COMMENTS

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

EXECUTIVE SESSION

19. **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)

1. 101 Cypress Street
2. 1250 N. 1st

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

REGULAR AGENDA

20. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Casting a Vote to Nominate a Member to the Taylor County Appraisal District Board of Directors **(Shawna Atkinson)**
21. **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 **(Shawna Atkinson)**

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 29th day of October 2021, at 2:30 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 11/4/2021

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 Modifying and Extending the Declaration of Local Disaster (COVID-19) (Robert Hanna)

GENERAL INFORMATION

On October 14, 2021, the City Council issued its Resolution Further Modifying Its Extension of Disaster Declaration, which was effective until November 4, 2021. On July 29, 2021, Governor Abbott issued his Executive Order GA-38 regarding COVID-19. On August 25, 2021, Governor Abbott issued his Executive Order GA-39 regarding vaccine mandates. On September 28, 2021, Governor Abbott issued his Proclamation Renewing his declaration of a State-wide Disaster due to COVID-19. Due to the ongoing local disaster caused by COVID-19, request is made to continue the City of Abilene's Declaration of Local Disaster and continue to adopt the Governor's Executive Orders regarding COVID-19.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 24th Resolution Extending Declaration of Local Disaster COVID-19 REDLINE draft
2. EO-GA-38-continued-response-to-the-COVID-19-disaster-IMAGE-07-29-2021 (1)
3. GA-39
4. proc09282021_COVID
5. Disaster Declaration PPT

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL, CITY OF ABILENE, TEXAS, FURTHER MODIFYING ITS EXTENSION OF DECLARATION OF DISASTER (COVID-19) ISSUED ON OCTOBER 14~~SEPTEMBER 9~~, 2021.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on August 12, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions issued in the Governor’s Executive Order GA-38, and which was effective until September 9, 2021; and

WHEREAS, on September 9, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions issued in the Governor’s Executive Order GA-38, and which was effective until October 14, 2021; and

WHEREAS, on October 14, 2021, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster (COVID-19), which adopted the regulations and restrictions issued in the Governor’s Executive Order GA-38, and which was effective until November 4, 2021; and

WHEREAS, on July 29, 2021, the Governor of the State of Texas issued his Executive Order GA-38, effective until it is modified, amended, rescinded, or superseded by the Governor, and which related to the continue response to the COVID-19 disaster; and

WHEREAS, on August 25, 2021, the Governor of the State of Texas issued his Executive Order GA-39, effective until it is modified, amended, rescinded, or superseded by the Governor, which related to vaccine mandates; and

WHEREAS, on September 28, 2021, the Governor of the State of Texas renewed his disaster proclamation for all counties in Texas due to COVID-19 continuing a state of disaster; and

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

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

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

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

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

1. The foregoing recitals as incorporated herein and made findings of fact.
2. That the City Council, effective immediately, hereby renews and continues the local state of disaster for the City of Abilene, Texas, pursuant to Section 418.108(b) of the Texas Government Code.
3. Pursuant to Section 418.108(c) of the Government Code, this renewal and continuation of the declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
4. Pursuant to Section 418.108(d) of the Government Code, this renewal and continuation of the declaration of a local state of disaster continues activation of the emergency management plan for the City of Abilene. The furnishing of aid and assistance under the declaration is hereby authorized. The appropriate preparedness and response aspects of the plan are continued.
5. The use of all available resources of the City of Abilene that are reasonably necessary to cope with this disaster are hereby authorized.
6. To the extent permitted by law, any local ordinance or administrative rule prescribing the procedures for conduct of City business or any local ordinance or administrative rule that would in any way prevent, hinder, or delay necessary action in coping with this disaster, including any local ordinance or administrative rule regarding contracting or procurement with would impede the City's emergency response necessary to cope with this declared disaster, are hereby suspended, but only for the duration of this declared local disaster and only for that limited purpose.
7. Pursuant to Section 418.108(g) of the Government Code, the City of Abilene may control ingress to and egress from a disaster area within the incorporated limits of the City of Abilene and control the movement of persons and the occupancy of premises in that area.

8. Pursuant to Section 122.006 of the Texas Health and Safety Code, the City of Abilene may adopt rules to protect the health of persons in the municipality, including quarantine rules to protect the residents against communicable disease.
9. The intent of this Order is to protect the physical health and well-being of City of Abilene residents, to protect the financial health and well-being of City of Abilene residents and businesses, and to slow the spread of COVID-19 to the maximum extent possible while safeguarding the Constitutional liberties of City of Abilene residents by utilizing the least restrictive means possible and encouraging the highest level of personal responsibility.

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

10. The City of Abilene hereby adopts and incorporates herein Governor Greg Abbott's Executive Orders GA-38 and GA-39, the same as if ~~they~~ were copied and set forth at length herein. The City of Abilene will follow and enforce the conditions and restrictions as set forth in GA-38 and GA-39, and adopts and incorporates any further Proclamations modifying, amending or superseding GA-38 or GA-39 during the term of Abilene's declaration of local disaster.

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

11. In the event the Governor of the State of Texas amends or modifies his Executive Order GA-38 or GA-39, this Declaration and Order is automatically amended or modified without further Council action to reflect said amendments or modifications to the Governor's Executive Orders. It being the express intent of the City Council and this Declaration and Order to follow the Governor's Executive Orders.
12. All public, private and commercial laboratories operating within the City of Abilene and performing COVID-19 testing shall report by 5:00 p.m. each day, Monday through Friday, but excluding holidays, for the period since the last report, to the Abilene-Taylor County Public Health District the following information:

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

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

13. That any City ordinance or regulation imposing a time requirement for payment, filing or appealing a decision, may be extended by the Mayor without further confirmation by the City Council.
14. That the Mayor may suspend or modify any other ordinance or regulation of the City of Abilene for a period of not more than seven days from the date of this resolution unless continued or renewed by the City Council.
15. That the City Manager or designee of the City Manager is authorized, without further approval of the City Council, to:
 - (a) Make application for local, state and federal assistance as necessary and/or applicable;
 - (b) Accept on behalf of the City services, gifts, grants, equipment, supplies, and/or materials whether from private, nonprofit, or governmental sources;
 - (c) Enter into Interlocal cooperation agreements or memorandums of understanding with other cities, counties, or jurisdictions to provide for law enforcement assistance or other shared services to assist in this Resolution or the COVID-19 pandemic;
 - (d) Contract for expenditures for budgeted items and emergency expenditures in an amount not to exceed \$250,000; and
 - (e) Defer any fines or fees imposed by the City.

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

16. That although not required by law and out of an abundance of caution, the City Manager is authorized to (and any prior acts in response to the COVID-19 pandemic are ratified):
 - (a) Close, including closure to the public, of any City offices, facilities, or properties, including parks, playgrounds, or playground equipment; and
 - (b) Provide city services by means other than in-person delivery, such as accepting permit applications online or by mail only, and/or to cease any city service that are not required by state or federal law.
17. That any ordinances, rules, or regulations of the City of Abilene, Texas, that conflict with this Resolution are hereby suspended, such suspension to remain in effect until the state of disaster is terminated or until there is a subsequent Resolution of this Council, whichever occurs first.

18. That pursuant to Section 418.020(d) of the Texas Government Code, the City of Abilene is authorized to:
- (a) Temporarily or permanently acquire by lease, purchase, or other means sites required for installation of temporary housing units or emergency shelters for disaster victims; and
 - (b) Enter into arrangements necessary to prepare or equip the site to use the housing units or shelters, including arrangements for the purchase of temporary housing units or shelters and the payment of transportation charges.
19. That failure to comply with any of the provisions of this Order constitutes an imminent threat to public health.
20. Pursuant to Section 418.173, Government Code, failure to comply with this Order is an offense punishable by a fine not to exceed \$1,000, except as otherwise provided in the Governor's Executive Orders GA-38 or GA-39.
21. That any violation of this Resolution, Declaration and Order can be enjoined by the City of Abilene by a suit filed in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this Resolution, Declaration and Order or in the Code of Ordinances, City of Abilene, Texas.
22. That nothing in this Resolution, Declaration and Order shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this Resolution.
23. All provisions of this Resolution, Declaration and Order should be interpreted to effectuate its intent.
24. That this Declaration and Order is effective immediately and continues until 11:59 p.m. December 2~~November 4~~, 2021 unless otherwise modified, terminated or extended.
25. That the terms and provisions of this Resolution, Declaration and Order shall be deemed to be severable and that if any section, subsection, sentence, clause, phrase or word herein shall be declared to be invalid or unconstitutional, the same shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word herein, and the remainder of this Resolution, Declaration and Order shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

ADOPTED this 14th day of ~~November~~October, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



GOVERNOR GREG ABBOTT

July 29, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE

3:15 PM O'CLOCK

JUL 29 2021

Secretary of State

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

Dear Deputy Secretary Esparza:

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

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

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

Respectfully submitted,

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

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
July 29, 2021

EXECUTIVE ORDER GA 38

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

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

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

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

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

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

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

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

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

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

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

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

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

JUL 29 2021

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

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

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

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

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

JUL 29 2021

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

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

JUL 29 2021

4. To further ensure that no governmental entity can mandate masks, the following requirements shall continue to apply:
- a. No governmental entity, including a county, city, school district, and public health authority, and no governmental official may require any person to wear a face covering or to mandate that another person wear a face covering; provided, however, that:
 - i. state supported living centers, government-owned hospitals, and government-operated hospitals may continue to use appropriate policies regarding the wearing of face coverings; and
 - ii. the Texas Department of Criminal Justice, the Texas Juvenile Justice Department, and any county and municipal jails acting consistent with guidance by the Texas Commission on Jail Standards may continue to use appropriate policies regarding the wearing of face coverings.
 - b. This paragraph number 4 shall supersede any face-covering requirement imposed by any local governmental entity or official, except as explicitly provided in subparagraph number 4.a. To the extent necessary to ensure that local governmental entities or officials do not impose any such face-covering requirements, I hereby suspend the following:
 - i. Sections 418.1015(b) and 418.108 of the Texas Government Code;
 - ii. Chapter 81, Subchapter E of the Texas Health and Safety Code;
 - iii. Chapters 121, 122, and 341 of the Texas Health and Safety Code;
 - iv. Chapter 54 of the Texas Local Government Code; and
 - v. Any other statute invoked by any local governmental entity or official in support of a face-covering requirement.
- Pursuant to the legislature's command in Section 418.173 of the Texas Government Code and the State's emergency management plan, the imposition of any such face-covering requirement by a local governmental entity or official constitutes a "failure to comply with" this executive order that is subject to a fine up to \$1,000.
- c. Even though face coverings cannot be mandated by any governmental entity, that does not prevent individuals from wearing one if they choose.
5. To further ensure uniformity statewide:

- a. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order or allows gatherings restricted by this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the

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

JUL 29 2021

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

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



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

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

GREG ABBOTT
Governor

ATTESTED BY:

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

JOE A. ESPARZA
Deputy Secretary of State

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

JUL 29 2021



GOVERNOR GREG ABBOTT

August 25, 2021

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

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2 PM O'CLOCK

AUG 25 2021

Secretary of State

Dear Deputy Secretary Esparza:

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

Executive Order No. GA-39 relating to prohibiting vaccine mandates and vaccine passports subject to legislative action.

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

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
August 25, 2021

EXECUTIVE ORDER GA 39

*Relating to prohibiting vaccine mandates and vaccine passports
subject to legislative action.*

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

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

WHEREAS, I have issued a series of executive orders aimed at protecting the health and safety of Texans, ensuring uniformity throughout Texas, and achieving the least restrictive means of combatting the evolving threat to public health; and

WHEREAS, COVID-19 vaccines are strongly encouraged for those eligible to receive one, but have always been voluntary for Texans; and

WHEREAS, I issued Executive Orders GA-35 and GA-38, addressing COVID-19 vaccines administered under an “emergency use authorization” by prohibiting vaccine mandates from governmental entities and by prohibiting “vaccine passports” from governmental entities and certain others; and

WHEREAS, subsequently, on August 23, 2021, while the legislature was already convened in a special session, the U.S. Food and Drug Administration (FDA) approved one of the COVID-19 vaccines for certain age groups, such that this vaccine is no longer administered under an emergency use authorization for those age groups; and

WHEREAS, while this COVID-19 vaccine is now FDA-approved for certain age groups, others are not yet approved and still are administered under an emergency use authorization; and

WHEREAS, through Chapter 161 of the Texas Health and Safety Code, as well as other laws including Chapters 38 and 51 of the Texas Education Code, the legislature has established its primary role over immunizations, and all immunization laws and regulations in Texas stem from the laws established by the legislature; and

WHEREAS, in other contexts where the legislature has imposed immunization requirements, it has also taken care to provide exemptions that allow people to opt out of being forced to take a vaccine; and

WHEREAS, given the legislature’s primacy and the need to avoid a patchwork of regulations with respect to vaccinations, it is appropriate to maintain the status quo of

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2pm O'CLOCK

AUG 25 2021

prohibiting vaccine mandates through executive order while allowing the legislature to consider this issue while in session; and

WHEREAS, in this instance, given the legislature's prior actions, maintaining the status quo of prohibiting vaccine mandates and ensuring uniformity pending the legislature's consideration means extending the voluntariness of COVID-19 vaccinations to all COVID-19 vaccinations, regardless of regulatory status; and

WHEREAS, I am also adding this issue to the agenda for the Second Called Session of the legislature that is currently convened so that the legislature has the opportunity to consider this issue through legislation; and

WHEREAS, I will rescind this executive order upon the effective date of such legislation;

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

1. No governmental entity can compel any individual to receive a COVID-19 vaccine. I hereby suspend Section 81.082(f)(1) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that no governmental entity can compel any individual to receive a COVID-19 vaccine.
2. State agencies and political subdivisions shall not adopt or enforce any order, ordinance, policy, regulation, rule, or similar measure that requires an individual to provide, as a condition of receiving any service or entering any place, documentation regarding the individual's vaccination status for any COVID-19 vaccine. I hereby suspend Section 81.085(i) of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to enforce this prohibition. This paragraph does not apply to any documentation requirements necessary for the administration of a COVID-19 vaccine.
3. Any public or private entity that is receiving or will receive public funds through any means, including grants, contracts, loans, or other disbursements of taxpayer money, shall not require a consumer to provide, as a condition of receiving any service or entering any place, documentation regarding the consumer's vaccination status for any COVID-19 vaccine. No consumer may be denied entry to a facility financed in whole or in part by public funds for failure to provide documentation regarding the consumer's vaccination status for any COVID-19 vaccine.
4. Nothing in this executive order shall be construed to limit the ability of a nursing home, state supported living center, assisted living facility, or long-term care facility to require documentation of a resident's vaccination status for any COVID-19 vaccine.
5. This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2PM O'CLOCK

AUG 25 2021

other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order.

This executive order supersedes only paragraph No. 2 of Executive Order GA-38, and does not supersede or otherwise affect the remaining paragraphs of Executive Order GA-38. This executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.



Given under my hand this the 25th
day of August, 2021.

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

GREG ABBOTT
Governor

ATTESTED BY:

A handwritten signature in black ink that reads "Joe A. Esparza".
JOE A. ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2PM O'CLOCK

AUG 25 2021



GOVERNOR GREG ABBOTT

September 28, 2021

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4:00 PM O'CLOCK

SEP 28 2021

Secretary of State

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

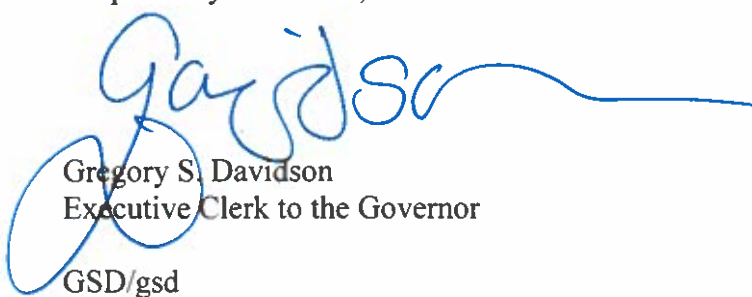
Dear Mr. Deputy Secretary:

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

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

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

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

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

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

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

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

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

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

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



IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 28th day of September, 2021.

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

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4pm O'CLOCK

SEP 28 2021

Governor Greg Abbott
September 28, 2021

Proclamation
Page 2

ATTESTED BY:



JOE ESPARZA
Deputy Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
4 PM O'CLOCK
SEP 28 2021

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



Questions?





City Council Agenda Memo

City Council Meeting Date: 11/4/2021

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Entering into a Contract with Justice Construction, Inc. for Improvements to Stevenson Park (Lesli Andrews)

GENERAL INFORMATION

The City Council approved funding in the 2020-2021 budget for improvements to Stevenson Park. Staff worked with a Stevenson Park committee to develop a plan for improvements. The City has been working with La Terra Studios on the design and bid documents. The City of Abilene received two bids on October 21, 2021. The low bid was Justice Construction, Inc. in the amount of \$550,000. The goal is to have all improvements completed by June 15th of 2022.

SPECIAL CONSIDERATIONS

The City of Abilene has seen costs for materials and construction increase significantly over the past six months. There has also been an increase in lead times needed for materials to be delivered.

FUNDING/FISCAL IMPACT

The City Council approved \$432,000 as part of the 2020-2021 budget process for improvements to Stevenson Park. In December of 2020 City Council removed \$50,000 from the budget. Staff has spent \$40,070 to date on the overall plan, asbestos testing, design, bid documents and administration.

The City currently has \$341,930 budgeted for improvements from the 2020-2021 budget. The City will use \$208,070 from the Minor Improvement Fund so the full \$550,000 improvements may be completed.

STAFF RECOMMENDATION

Staff recommends approval on entering into a contract with Justice Construction, Inc. for the Stevenson Park Improvements in the amount of \$550,000.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Stevenson Park 1142021
2. Scope of Project
3. Justice Stevenson Park contract
4. CB2205 BID TABSHEET
5. Presentation - Enter Into Contract for Upgrades to Stevenson Park

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH JUSTICE
CONSTRUCTION, INC. FOR THE IMPROVEMENTS TO STEVENSON PARK**

WHEREAS, the City of Abilene completed an improvements plan for Stevenson Park in November of 2020; and

WHEREAS, the City Council approved funding for improvements to Stevenson Park; and

WHEREAS, the City seeks to contract with Justice Construction, Inc. for the improvements to Stevenson Park; and

WHEREAS, Justice Construction, Inc. was low bid in the amount of \$550,000:

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

Part 1: The City Manager is hereby authorized to enter into a contract with Justice Construction, Inc. for the improvements to Stevenson Park in the amount of \$550,000.

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

ADOPTED this 4th day of November 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

SCOPE OF PROJECT

[The scope of this project is to construct various site improvements at Stevenson Park in the City of Abilene. The improvements consist of, but not limited to, restroom renovations, pavilion renovations, sport courts, fencing, concrete flat work, site lighting, and other ancillary activities to complete the project.]

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 4th day of November, 2021 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Justice Construction, Inc. of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

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

STEVENSON PARK IMPROVEMENTS

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

In consideration of this Work, the City will pay the Contractor the sum of \$550,000.

2. **Timely Work.** The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.
3. **Payment.** If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.
4. **No liens.** No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.
5. **Venue.** Venue for any legal proceeding is Taylor County, Texas.
6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

Justice Construction, Inc.

Signature



Steve P. Justice

Name - Typed or Printed

Owner - President

Title - Typed or Printed

Business Address:

1226 Hwy 83-84

325-695-0427

Business Phone No.

46-1846506

Federal Tax I.D.#

ATTEST: (If Corporation)


Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

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

PAGE
1 OF 1

DEPARTMENT: PARKS & REC
BID NO.: CB-2205
TIME OF OPENING: 2:00 P.M.
DATE OF OPENING: OCTOBER 21, 2021

JUSTICE CONSTRUCTION
ABILENE, TX

BONTKE BROTHERS
ABILENE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	STEVENSON PARK IMPROVEMENTS PROJECT				*550,000.00		567,738.70								
BASE BID					*550,000.00		567,738.70								
DISCOUNT															
TOTAL BID					*550,000.00		567,738.70								

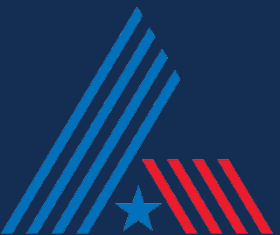
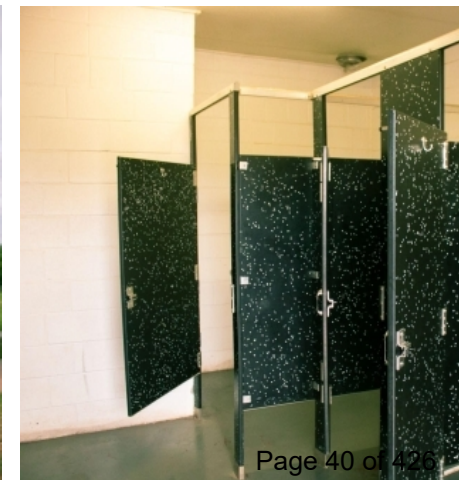
*NOTES: INDICATES RECOMMENDED AWARD

Resolution to Enter Into Contract for Improvements to Stevenson Park



Information:

- Enter into contract between City of Abilene and Justice Construction, Inc.
- Scope of work
 - Update and renovate restroom facility at Stevenson Park
 - Renovate, resurface and install lighting on basketball and tennis courts
 - Installation of new pavilion
- Project funding
 - 2021 budget \$341,930
 - Request to use Minor Improvement funds \$208,070
- Total project cost \$550,000





**City Council
Agenda Memo**

City Council Meeting Date: 11/4/2021

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Entering into a Contract with Chris Redman for the Facility Management of Rose Park Tennis Center (*Lesli Andrews*)

GENERAL INFORMATION

The contract for the management of Rose Tennis Center is coming to an end. City staff released the Facility Manager for Rose Tennis Center Request for Proposal #CB-2203 with submittals due October 6, 2021. The City received two proposals that were evaluated by a committee. Chris Redman is the current Facility Manager, at an annual fee of \$70,633. Chris Redman was selected as the future Facility Manager for Rose Tennis Center at an annual fee of \$79,548.80. This is an \$8,915.80 increase. This is the first increase in nine years. This contract is a five-year contract with the option for two five-year renewals.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The Rose Tennis Facility contract is budgeted and funded through the general fund approved annually by the City Council.

STAFF RECOMMENDATION

Staff recommends approval of the Facility Manager for Rose Tennis Center contract with Chris Redman for \$79,548.80.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Rose Tennis Facility Management 1142021
2. Tennis Center Map
3. Redman Rose Tennis contract
4. Presentation - Enter Into Contract for Facility Management Rose Tennis Center

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CHRIS
REDMAN FOR THE FACILITY MANAGEMENT OF ROSE TENNIS CENTER**

WHEREAS, the City of Abilene completed a Request for Proposals for Facility Management of Rose Tennis Center located in Rose Park; and

WHEREAS, the City received two responses to the request and Chris Redman was selected; and

WHEREAS, the contract is a five (5) year contract with the option to renew for two (2) additional five (5) year terms; and

WHEREAS, the City Council approves the annual funding of the contract during the annual budget process; and

WHEREAS, the City seeks to contract with Chris Redman for the Facility Management of Rose Tennis Center located in Rose Park; and

WHEREAS, Chris Redman will receive annual compensation of \$79,548.80:

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

Part 1: The City Manager is hereby authorized to enter into a contract with Chis Redman for the Facility Management of Rose Tennis Center for an annual compensation of \$79,548.80.

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

ADOPTED this 4th day of November 2021.

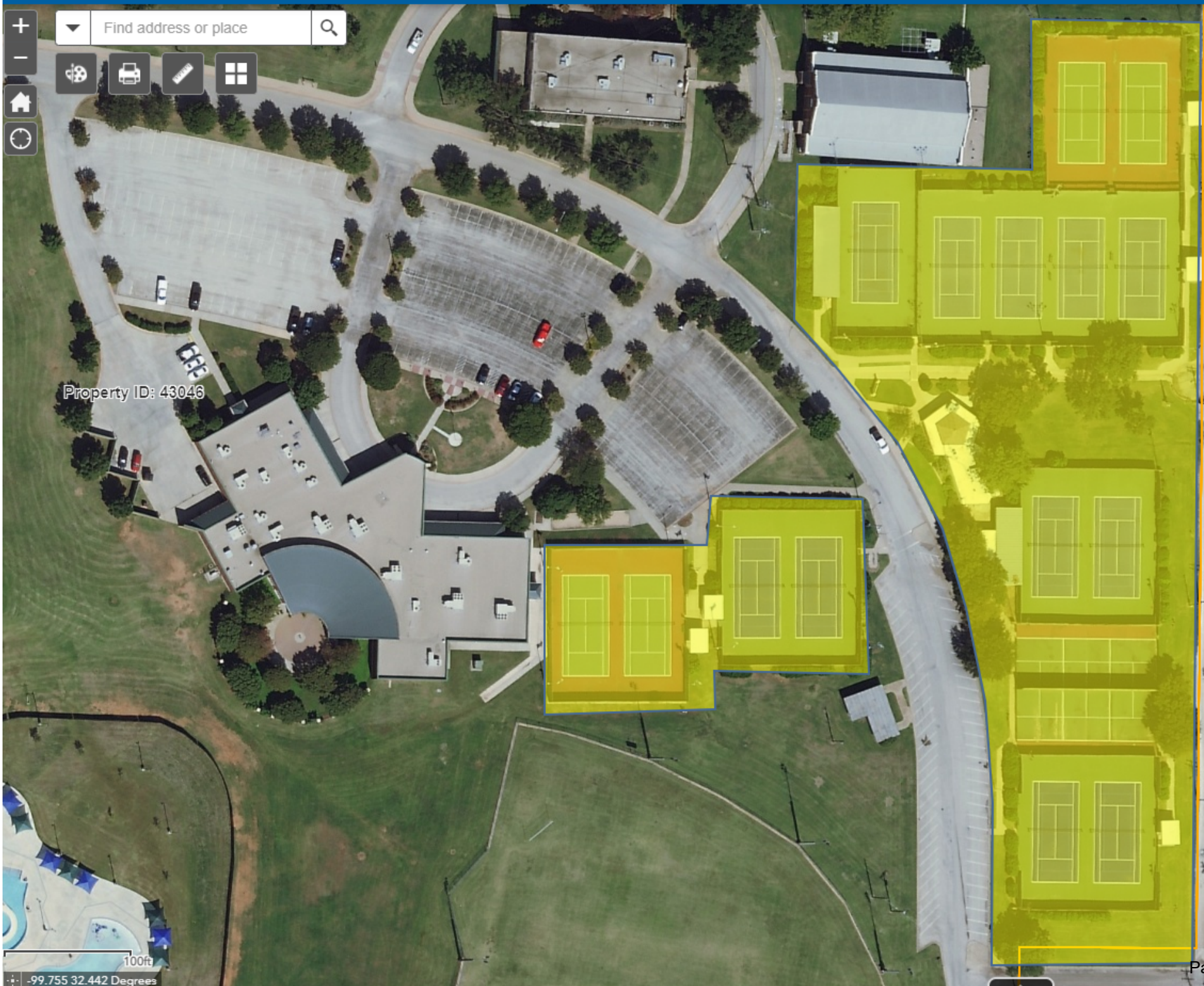
ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



ROSE TENNIS CENTER FACILITY MANAGEMENT AGREEMENT

STATE OF TEXAS §
COUNTY OF TAYLOR §

WHEREAS, the City of Abilene ("CITY") desires to contract with CONTRACTOR for the management of the Municipal Tennis Center at Rose Park ("Tennis Center"); and,

WHEREAS, CONTRACTOR will be granted a concession to provide tennis merchandise for sale, rent equipment, conduct tennis lessons, string and regrip rackets; collect fees and memberships; and,

WHEREAS, Chris Redman desires to contract with the City of Abilene and be granted the above-referenced concession, and CITY desires to contract with Chris Redman;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties agree as follows:

I. GENERAL

A. PURPOSE

This contract is between the CITY and Chris Redman ("CONTRACTOR") for the management of the Tennis Center, and to grant to Contractor certain concession rights as hereinafter provided.

B. STATUS OF CONTRACTOR

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

C. TERM

Contract will be for an initial term of five (5) years effective the 1st day of November, 2021. The agreement is eligible for renewal thereafter for a limit of two successive five (5) year terms, if agreed to by both parties in writing prior to the expiration of the effective term. If the CONTRACTOR desires to exercise the renewal option, he must notify the CITY 90 days in advance of the expiration of the current term.

D. COMPENSATION

CONTRACTOR shall receive a fee of \$ 79,548.80 per year, payable in 12 installments on the last business day of each month. The compensation is eligible for review at the end of each five (5) year term. Additionally, the CONTRACTOR shall be entitled to receive all compensation from the sale of merchandise, court fees, memberships, tournaments, concession, and tennis lessons.

E. TERMINATION

This agreement may be canceled or terminated by either party for (1) the other party's violation or failure to comply with any terms or conditions contained herein, or (2) upon the giving of sixty (60) days written notice by either party of the desire to terminate the same for any reason. Upon the termination of this agreement as provided herein, an accounting shall be made between the parties and payments made to the parties as provided for herein to the day of termination.

F. HOURS OF OPERATION

The CONTRACTOR shall operate the tennis center at reasonable times. The CONTRACTOR shall submit the proposed hours of operation to the City on or before March 1 of each year/term. The CITY shall provide its agreement as to the hours of operation or provide its disapproval within 60 days of submission by CONTRACTOR.

G. MEMBERSHIP AND COURT FEES

The CONTRACTOR shall submit the proposed membership and court fees to the CITY on or before March 1 of each year/term. The CITY shall provide its agreement as to fees or provide its disapproval within 60 days of submission by CONTRACTOR.

II. INDEMNITY

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

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

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

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

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

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

III. INSURANCE

A. GENERAL REQUIREMENTS

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

the insurance requirements.

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNT OF INSURANCE

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

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

IV. RIGHTS AND DUTIES OF CONTRACTOR

A. OPERATE CENTER

CONTRACTOR shall manage the Tennis Center as described in Exhibit A and is authorized to operate the concession granted herein, and receive rental fees therefrom.

B. MERCHANDISE FOR SALE IN PRO SHOP

In operating the concession granted herein, the CONTRACTOR shall at all times provide a selection of merchandise that is of suitable character and quality. CONTRACTOR shall maintain an attractive atmosphere within the Pro Shop. The CITY retains the right to approve the selection of tennis merchandise for sale to the public and to approve that the price to be charged for such merchandise is reasonable.

C. PROVIDE EMPLOYEES

CONTRACTOR shall employ, train and manage staff necessary to run the Tennis Center and to maintain the facilities as required by paragraph IV. G. of this Agreement. CONTRACTOR shall hold staff accountable and verify their work accomplishments. CONTRACTOR shall follow the principles of equal opportunity for the hiring and promotion of staff in that recruitment, employment, and to compensation, promotion, and other conditions of employment shall be without regard to race, color, religion, sex, age, national origin, or disability. Such employees are employees of the CONTRACTOR, and their wages are to be paid by CONTRACTOR, including all federal and state taxes, and reporting of said contractors. Should the CITY receive complaints as to the running of the Tennis Center, CONTRACTOR shall take all reasonable steps to resolve the complaint.

CONTRACTOR shall have at least one tennis professional on staff, and CONTRACTOR may personally meet that requirement or may hire another employee to meet that requirement. A copy of the certification must be on file in the Parks and Recreation Department office.

The CITY will not provide employees to run the Tennis Center.

D. RENTAL RECEIPTS

CONTRACTOR will act as an independent business in regards to the pro shop and tennis lessons conducted. The CONTRACTOR shall receive 100% of the pro shop sales, in addition to tennis lesson, court, tournament, membership fees and concession.

E. TAXATION REQUIREMENTS

The CONTRACTOR will collect and pay all taxes, including but not limited to federal income tax, state or local property taxes, sales taxes. CONTRACTOR must have his own federal tax identification number, state sales tax number, and any other federal, state, or local permits, licenses. CONTRACTOR will be responsible for all record keeping which shall be subject to review by the CITY on an annual basis.

F. LESSONS

The CONTRACTOR shall provide a schedule of times for availability for lessons and the proposed charge for said lessons which is subject to the approval by the CITY.

G. MAINTENANCE OF PREMISES

Maintenance of the tennis courts is the responsibility of the CONTRACTOR, with the exception of resurfacing and patching of the courts, which is the responsibility of the CITY. No alterations to the building or its fixtures shall be made unless approved in advance by the CITY. If any alterations are requested by the CONTRACTOR, and approved by the CITY, such alterations shall be done at CONTRACTOR's expense. CONTRACTOR must maintain the center in a clean and orderly manner, and notify CITY if the center is not, in CONTRACTOR's opinion, in good working order.

CONTRACTOR shall create and utilize a daily, weekly, monthly and annual checklist for maintenance requirements to help the City schedule resources.

H. RECORD KEEPING AND ANNUAL REPORT OF ACTIVITIES

CONTRACTOR shall keep full, complete and proper books, records and accounts of the gross receipts of the Center of each activity operated or sold on the premises. CONTRACTOR shall oversee daily, weekly, monthly and annual income and expense reports. Said records shall be available for review at any reasonable time by the CITY. The CONTRACTOR shall provide the CITY an annual report certified by a certified public accountant. The report shall include a revenue and expense report of tennis center activities. In the event of a discrepancy as to the recording keeping of the facilities, the CITY may request CONTRACTOR to provide an audited return.

CONTRACTOR shall submit a monthly participation report regarding Tennis Center use.

I. TOURNAMENTS AND LEAGUES

No tournaments shall be held at the tennis center except those co-sponsored by the CITY and approved by the CONTRACTOR.

All organized group play will be subject to approval by the CITY. Fees and charges for leagues and tournaments will be based upon court use, awards, materials, supplies, extra help, etc., necessary to conduct a successful program.

J. ADVERTISING

The location, appearance, and content of advertising matter shall be subject to the control of the CITY. All fees collected from court signage advertising will be paid directly to CONTRACTOR. CONTRACTOR will be required to keep the website updated with current information pertaining to but not limited to tournaments, lessons, leagues, and camps.

K. UTILITIES

Long distance phone call fees shall be paid by the CONTRACTOR.

Cable/internet service shall be paid by CONTRACTOR.

Alarm systems shall be paid by the CONTRACTOR.

L. PRINTING

CONTRACTOR is responsible for printing cost.

V. DUTIES OF CITY

A. NO PROVISION OF PERSONNEL

The CITY is providing no personnel.

B. UTILITIES

The CITY shall provide all utilities needed for the tennis center and building, except as provided in Section IV.K.

C. MAINTENANCE OF PREMISES

CITY will maintain the grounds around the Tennis Center and make building repairs. Maintenance of the tennis courts is the responsibility of the CONTRACTOR, with the exception of resurfacing and patching the courts, which is the responsibility of the CITY.

VI. MISCELLANEOUS

A. EQUAL OPPORTUNITY

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

Admission to or use of the Rose Park facilities, including the Tennis Center, shall not be made on the basis of race, creed, color, sex, national origin, religion, or disability.

CONTRACTOR warrants that he will abide by all applicable non-discrimination, wage and hour, and other applicable laws governing his employees.

B. VENUE, CHOICE OF LAW AND INTERPRETATION

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

C. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

D. INDEBTEDNESS TO CITY

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

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

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

E. NOTICE

Whenever the Contract calls for CONTRACTOR to provide information to the CITY, it shall be provided in writing to the party listed below. All other notices must also be in writing, hand-delivered or mailed by certified mail, to the other party at the address below. The name and address for notification may be changed by notice to the other party.

City - ATTN: Director of Parks and Recreation
P.O. Box 60
Abilene, TX 79604

Contractor -ATTN: Chris Redman
2317 Post Oak Rd.
Abilene, TX 79605

F. NO ASSIGNMENT

The CONTRACTOR shall not assign or sublet any of the privileges or concession rights granted under this agreement without first obtaining prior written approval of the CITY.

G. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

H SALES TAX

The City qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act"), and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. The City will provide an exemption certificate to the Professional. The Professional must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The

Professional is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the project, tangible personal property purchased for use in the performance of this contract and not completely consumed, or other taxable services used to perform this contract, or other taxes required by law in connection with this contract.

I. ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties and may not be changed or modified except by agreement in writing, signed by both parties.

EXECUTED this, the 4th day of November, 2021.

By: 
CONTRACTOR

By: _____
Robert Hanna, City Manager

ATTEST:

By: _____
City Secretary

APPROVED:

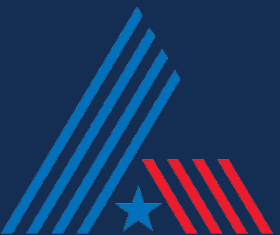
CITY ATTORNEY

Resolution to Enter Into Contract for the Facility Management of Rose Tennis Center



Information:

- Enter into contract between City of Abilene and Chris Redman
- Chris Redman to provide services for the management of Rose Park Tennis Center
- Contract term of five (5) years with option to renew for two (2) additional five (5) year terms
- Annual Cost \$79,548.80
- Increase of \$8,915.80





City Council Agenda Memo

City Council Meeting Date: 11/4/2021

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Entering into a Contract with Jacob Martin for Engineering Services for Cobb Park and Lee Park Improvements (*Lesli Andrews*)

GENERAL INFORMATION

City staff had a community meeting in July of 2021 for input on improvements at Lee Park. The City Council approved the funding for a splash pad at Lee Park and a restroom at Cobb Park during the 2021-2022 budget. During the Community meeting for Lee Park, the request was made for a pavilion too, so there is a place out of the sun for friends and family to gather while children play. Jacob Martin has assisted the City with other splash pads and prefabricated restrooms located in Nelson, Sears, Scarborough, Stevenson, and Redbud Parks.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding was approved in the 2021-2022 Minor Improvements Project Fund (MIP) during the 2021-2022 budget.

STAFF RECOMMENDATION

Staff recommends entering into a contract with Jacob Martin for an amount not to exceed \$76,000.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Improvements to Lee and Cobb Park 1142021
2. JM Lee Cobb contract
3. Presentation - Enter Into Contract Engineering Services Cobb and Lee Park

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH JACOB MARTIN FOR ENGINEERING AND SURVEYING SERVICES FOR THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A NEW SPLASH PAD AND PAVILION FOR LEE PARK, AND PREFABRICATED RESTROOM FACILITY AT COBB PARK

WHEREAS, the City of Abilene would like to use the services of Jacob Martin; and

WHEREAS, the City Council approved funding for the splash pad in Lee Park and restroom in Cobb Park during the 2021-2022 budget process; and

WHEREAS, the engineering and surveying services need to be completed for the design of the splash pad, pavilion, and restroom; and

WHEREAS, the City seeks to contract with Jacob Martin for the engineering and surveying service for the design and construction administration of a new splash pad and pavilion for Lee Park and prefabricated restroom facility at Cobb Park; and

WHEREAS, Jacob Martin will receive compensation not to exceed \$76,000:

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

Part 1: The City Manager is hereby authorized to enter into a contract with Jacob Martin for the engineering and surveying service for the design and construction administration of a new splash pad and pavilion for Lee Park and prefabricated restroom facility at Cobb Park for a not to exceed amount of \$76,000.

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

ADOPTED this 4th day of November 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT Engineers & Architects

This contract, dated the 4th day of November, 2021, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Jacob Martin, a LLC organized under the laws of the State of Texas ("Consultant").

The City is engaged in engineering and surveying services for the design and construction administration of a new Splash Pad and Pavilion for Lee Park, and Prefabricated Restroom Facility at Cobb Park and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

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

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF CONSULTANT

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

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

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

	<u>Type</u>	<u>Amount</u>
X1.	Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
X2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
X3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
X4.	Professional Liability	\$500,000 combined single limit (per occurrence)
___	5. See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:

Lesli Andrews

P.O. Box 60

Abilene, TX 79604

Consultant – ATTN:

Tal Fillingim

3465 Curry Lane

Abilene, TX 79606

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. BOYCOTT OF ISRAEL

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

PROFESSIONAL

By:

By: 

Name:

Name: Tal Fillingim

Title:

Title: Vice President

Address: 3465 Curry Lane, Abilene Texas

Phone Number: 325-695-1070

Federal Tax ID#: 75-1285782

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____
City Attorney

SCOPE OF SERVICES

Engineering and surveying services for the design and construction administration of a new Splash Pad and Pavilion for Lee Park, and Prefabricated Restroom Facility at Cobb Park.

Task 1 – Design and Construction Administration of Splash Pad at Lee Park

The Scope of the work will consist of the following:

- 1) Topographic survey necessary to prepare construction documents.
- 2) Prepare overall project site plan in accordance with City of Abilene requirements. Prepare detailed site civil construction plans for the purpose of bidding and constructing the splash pad. Civil plans to include demolition plan (if required), dimensional control site plan, paving and grading plan, water, sewer, and electrical utility plans, erosion control plan, and all associated construction details. A full set of construction plans will be assimilated to include plans prepared by the selected splash pad provider for the splash pad and associated equipment enclosure. This scope does not include offsite utility extensions.
- 3) Coordinate plan review and approval.
- 4) Coordinate Splash Pad system selection through Buy Board.
- 5) Prepare bid documents
- 6) Attend project meetings as required.
- 7) Coordinate and obtain bids for each specific subcontractor trade to include electrical, water and sewer utilities, site drainage and paving work, splash pad contractor, prefabricated restroom contractor, and demolition if required.
- 8) Conduct pre bid and pre-construction meetings.
- 9) Review and approve all shop drawings and contractor payment requests.
- 10) Provide weekly construction inspection site visits to observe progress and quality of executed work and provide coordination of individual subcontractors.
- 11) Provide all required materials testing
- 12) Provide all required construction staking layout
- 13) Consult and advise the City, issue all instructions to the Contractor requested by the City, and prepare routine field orders and/or change orders as required.
- 14) Coordinate TDLR Handicap Accessibility review if required.
- 15) Provide project inspection at time of substantial completion and punch list to contractors. Conduct in company with the city a final inspection of the project for



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

conformance with the design concept of the project and compliance with the construction plans.

Task 2 – Design of Prefabricated Restroom Facility for Cobb Park

The Scope of the work will consist of the following:

- 1) Topographic survey necessary to prepare construction documents.
- 2) Prepare site plan and floodway development permit in accordance with City of Abilene requirements. Civil plans to include demolition plan (if required), dimensional control site plan, paving and grading plan, water, sewer, and electrical utility plans, erosion control plan, and all associated construction details. This scope does not include offsite utility extensions.
- 3) Coordinate plan review and approval.
- 4) Coordinate prefabricated restroom facility selection through Buy Board.
- 5) Prepare bid documents
- 6) Attend project meetings as required.
- 7) Coordinate and obtain bids for each specific subcontractor trade to include electrical, water and sewer utilities, site drainage and paving work, and demolition if required.
- 8) Conduct pre bid and pre-construction meetings.
- 9) Review and approve all shop drawings and contractor payment requests.
- 10) Provide weekly construction inspection site visits to observe progress and quality of executed work and provide coordination of individual subcontractors.
- 11) Provide all required materials testing
- 12) Provide all required construction staking layout
- 13) Consult and advise the City, issue all instructions to the Contractor requested by the City, and prepare routine field orders and/or change orders as required.
- 14) Coordinate TDLR Handicap Accessibility review if required.
- 15) Provide project inspection at time of substantial completion and punch list to contractors. Conduct in company with the city a final inspection of the project for conformance with the design concept of the project and compliance with the construction plans.

Task 3 – Design and Construction Administration of a Pavilion at Lee Park

The Scope of the work will consist of the following:

- 1) Topographic survey necessary to prepare construction documents.
- 2) Develop schematic designs, provide design development, prepare construction documents, specifications, and associated cost estimates for the pavilion



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 – Weatherford

improvements in accordance with City of Abilene requirements. Prepare detailed construction plans for the purpose of bidding and constructing the pavilion improvements. This shall include all required architectural, structural, and electrical plans, and all associated construction details.

- 3) Coordinate plan review and approval.
- 4) Prepare bid documents
- 5) Attend project meetings as required.
- 6) Conduct pre bid and pre-construction meetings.
- 7) Review and approve all shop drawings and contractor payment requests.
- 8) Provide weekly construction inspection site visits to observe progress and quality of executed work and provide coordination of individual subcontractors.
- 9) Consult and advise the City, issue all instructions to the Contractor requested by the City, and prepare routine field orders and/or change orders as required.
- 10) Coordinate TDLR Handicap Accessibility review if required.
- 11) Provide project inspection at time of substantial completion and punch list to contractors. Conduct in company with the city a final inspection of the project for conformance with the design concept of the project and compliance with the construction plans.

Compensation Payment Schedule

Compensation for Task 1 as described above shall be at a lump sum price of \$37,000.00.

Compensation for Task 2 as described above shall be at an hourly not to exceed price of \$19,000.00.

Compensation for Task 3 as described above shall be at an hourly not to exceed price of \$20,000.00.

Fees do not include any required outside review, inspection, or filing fees. Hourly items will be provided per the attached rate schedule. All fees are based on the project extents as outlined. Project extents shall not be extended without written approval from the City of Abilene. Should the project extents be increased then contract would need to be renegotiated.



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford

ATTACHMENT B

PAYMENT SCHEDULE PARTIES TO INITIAL OPTION SELECTED

OPTION 1 x

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$ per rate table per hour not to exceed \$39,000.

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

OPTION 2 x

Payment is in a lump sum amount of \$37,000 upon completion of the work and written acceptance by City's Project Representative.

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

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

OPTION 3

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

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

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



INTEGRITY
EXCELLENCE
TRUST

FEES FOR PROFESSIONAL SERVICES

Principal	\$ 200.00
Licensed Architect-1	170.00
Licensed Architect-2	140.00
Licensed Interior Designer	110.00
Architectural Associate	100.00
Registered Professional Engineer-1	175.00
Registered Professional Engineer-2	145.00
Engineer-in-Training (E.I.T.)	115.00
Engineering Technician-1	110.00
Engineering Technician-2	90.00
Engineering / Architectural Intern	60.00
Environmental Scientist	100.00
Environmental Technician	65.00
GIS Technician-1	100.00
GIS Technician-2	70.00
CAD Draftsman-1	90.00
CAD Draftsman-2	75.00
Senior Land Man	80.00
Registered Professional Land Surveyor	160.00
Surveyor-in-Training (S.I.T.)	110.00
Resident Project Representative-1	90.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	110.00
Resident Project Representative-2	75.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	95.00
Licensed Water/Wastewater Operator	80.00
Clerical-1	60.00
Clerical-2	50.00

FIELD WORK

1-Man Crew or Technician	\$ 90.00
2-Man Crew	140.00
3-Man Crew	160.00
GPS Equipment	60.00
Robotic Total Station	50.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 1/1/2021



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 79606
325.695.1070

1508 Santa Fe, Suite 203
Weatherford, TX 76086
817.594.9880

4920 S. Loop 289, Suite 104
Lubbock, TX 79414
806.368.6375

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

- (1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven (7) days after receipt by the Professional, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- f. The Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
 - g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
 - h. The Professional shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
 - i. The Professional shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Professional, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
 - (3) provide the Professional, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the Professional:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

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

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

ATTACHMENT D
NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT E
CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

Resolution to Enter Into Contract for Engineering Services for Cobb and Lee Park Improvements



Information:

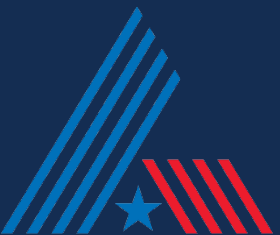
- Enter into contract between City of Abilene and Jacob Martin LLC
- Scope of work

Design and engineer prefabricated restroom facility at Cobb Park not to exceed \$19,000

Design and engineer splash pad at Lee Park \$37,000

Design and engineer new pavilion at Lee Park not to exceed \$20,000

- Total cost \$76,000





City Council Agenda Memo

City Council Meeting Date: 11/4/2021

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Entering into a Contract with Jacob Martin for Engineering Services for Sears Park, Nelson Park, and Redbud Park Sidewalk Improvements (*Lesli Andrews*)

GENERAL INFORMATION

The City Council approved the funding to replace the walking trail at Sears, Redbud, and Nelson Parks during the 2021-2022 budget. The City Staff would like to enter into a contract with Jacob Martin for the engineering and surveying service for the design of park trail reconstruction and pedestrian access improvements. The work would include demolition of the existing trail, new concrete trail paving, sidewalk ramps where needed, and drainage improvements. The new trail will be 10 feet wide instead of the current 8 feet width.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding was approved from the Minor Improvement Project Fund (MIP) during the 2021-2022 budget process.

STAFF RECOMMENDATION

Staff recommends entering into a contract with Jacob Martin for trail engineering and surveying services for an amount not to exceed \$110,000.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Trails at Sears, Redbud and Nelson Parks 1142021
2. JM trails contract
3. Presentation - Enter Into Contract Engineering Services for Sears, Nelson, Redbud Parks Sidewalk Improvements

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH JACOB MARTIN FOR ENGINEERING AND SURVEYING SERVICES FOR THE DESIGN OF PARK TRAIL RECONSTRUCTION AND PEDESTRIAN ACCESS IMPROVEMENTS OF EXISTING TRAILS LOCATED AT SEARS, REDBUD, AND NELSON PARKS

WHEREAS, the City of Abilene would like to use the services of Jacob Martin; and

WHEREAS, the City Council approved funding for the trails at Sears, Redbud, and Nelson Parks during the 2021-2022 budget; and

WHEREAS, the engineering and surveying services need to be completed for the design of the trails; and

WHEREAS, the City seeks to contract with Jacob Martin for the engineering and surveying service for the design of park trail reconstruction and pedestrian access improvements of existing trails located at Sears, Redbud, and Nelson Parks; and

WHEREAS, Jacob Martin will receive compensation not to exceed \$110,000:

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

Part 1: The City Manager is hereby authorized to enter into a contract with Jacob Martin for the engineering and surveying service for the design of park trail reconstruction and pedestrian access improvements of existing trails located at Sears, Redbud, and Nelson Parks for, a not to exceed amount of, \$110,000.

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

ADOPTED this 4th day of November 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT

Engineers & Architects

This contract, dated the 4th day of November, 2021, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Jacob Martin, a LLC organized under the laws of the State of Texas ("Consultant").

The City is engaged in engineering and surveying services for the design of park trail reconstruction and pedestrian access improvements for approximately 24,000 linear feet of existing trails at Sears, Redbud, and Nelson Parks. The work includes demolition of existing trail sections, new concrete trail paving, sidewalk ramps, and drainage improvements and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

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

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF CONSULTANT

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

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

VIII. NONDISCLOSURE

The Consultant may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other material which Consultant prepares or acquires in performing this contract, including any duplicate copies kept by Consultant. The Consultant may

not disclose to any person or entity any information regarding the City's activities. The City may, however, specifically authorize a limited disclosure at its discretion.

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

	<u>Type</u>	<u>Amount</u>
X1.	Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
X2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
X3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
X4.	Professional Liability	\$500,000 combined single limit (per occurrence)
<u> </u> 5.	See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:

Lesli Andrews

P.O. Box 60

Abilene, TX 79604

Consultant – ATTN:

Tal Fillingim

3465 Curry Lane

Abilene, TX 79606

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY ANDWOMEN BUSINESS ENTERPRISES

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

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. BOYCOTT OF ISRAEL

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

PROFESSIONAL

By:

By:



Name:

Name: Tal Fillingim

Title:

Title: Vice President

Address: 3465 Curry Lane, Abilene, Tx

Phone Number: 325-695-1070

Federal Tax ID#: 75-1285782

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____

City Attorney

SCOPE OF SERVICES

Engineering and surveying services for the design of park trail reconstruction and pedestrian access improvements for approximately 24,000 linear feet of existing trails at Sears, Redbud, and Nelson Parks. The work includes demolition of existing trail sections, new concrete trail paving, sidewalk ramps, and drainage improvements.

Task 1 – Initial Project Data Collection and Analysis

The Scope of the work will consist of the following:

- 1) Topographic survey, utility locates, and associated field data collection necessary to prepare construction documents. Preparation of easement or right-of-way dedication documents, plats, or any other survey document or instruments are not included.
- 2) Existing pavement corings and lab analysis for up to 12 total corings.

Task 2 – Design of Park Trail and Pedestrian Improvements

The Scope of the work will consist of the following:

- 1) Trail section design, including evaluations and analysis of trail and sidewalk reconstruction approach.
- 2) Develop schematic designs, provide design development, and final construction documents in accordance with City of Abilene requirements. An opinion of construction cost will be prepared for each of schematic and design development. Prepare detailed construction plans for the purpose of bidding and constructing the trail and pedestrian improvements. This shall include typical sections, horizontal and vertical alignments, drainage structure details, erosion control plans, construction details, quantities, signage, and all associated specifications. Lighting upgrades will also be evaluated for Sears Park and identified lighting improvements will be included within prepared construction plans.
- 3) Coordinate plan review and approval, including any required TDLR Handicap Accessibility reviews in accordance with Americans with Disabilities Act.
- 4) Attend all design and project coordination meetings as required.
- 5) Provide all coordination with permitting agencies to obtain permits
- 6) Prepare bid and contract documents and attend any pre-bid meetings. Assist the City of Abilene in advertising, bidding and contract award.



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

- 7) Hold a pre-construction conference involving all parties and assist in any needed review of design related questions during construction.
- 8) Review and approve submittals/shop drawings as needed for the project and perform final walk through of the project.
- 9) Prepare and approve any change orders needed during construction. Issue revised construction plans if needed.
- 10) Prepare record drawings and provide in digital format acceptable to the City of Abilene.
- 11) This scope does not include any utility relocation design, roadway design, or any resident project inspection.

Compensation Payment Schedule

Compensation for Task 1 as described above shall be at an hourly not to exceed fee of \$28,000.00. Any additional pavement coring's above the 12 specified in the scope of services will be provided at a rate of \$300 per coring.

Compensation for Task 2 as described above shall be at a lump sum fee of \$82,000.00.

Fees do not include any required outside review, inspection, or filing fees. All fees are based on the project extents as outlined. Project extents shall not be extended without written approval from the City of Abilene. Should the project extents be increased then contract would need to be renegotiated. Project schedule to be finalized once notice to proceed has been issued. Task 1 is anticipated to be completed within 3 months from notice to proceed. Task 2 is anticipated to be completed within 6 months after completion of Task 1.



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

ATTACHMENT B

PAYMENT SCHEDULE PARTIES TO INITIAL OPTION SELECTED

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$ per rate schedule per hour not to exceed \$28,000.

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

OPTION 2 X

Payment is in a lump sum amount of \$82,000 upon completion of the work and written acceptance by City's Project Representative.

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

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

OPTION 3

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

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

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



INTEGRITY
EXCELLENCE
TRUST

FEES FOR PROFESSIONAL SERVICES

Principal	\$ 200.00
Licensed Architect-1	170.00
Licensed Architect-2	140.00
Licensed Interior Designer	110.00
Architectural Associate	100.00
Registered Professional Engineer-1	175.00
Registered Professional Engineer-2	145.00
Engineer-in-Training (E.I.T.)	115.00
Engineering Technician-1	110.00
Engineering Technician-2	90.00
Engineering / Architectural Intern	60.00
Environmental Scientist	100.00
Environmental Technician	65.00
GIS Technician-1	100.00
GIS Technician-2	70.00
CAD Draftsman-1	90.00
CAD Draftsman-2	75.00
Senior Land Man	80.00
Registered Professional Land Surveyor	160.00
Surveyor-in-Training (S.I.T.)	110.00
Resident Project Representative-1	90.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	110.00
Resident Project Representative-2	75.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	95.00
Licensed Water/Wastewater Operator	80.00
Clerical-1	60.00
Clerical-2	50.00

FIELD WORK

1-Man Crew or Technician	\$ 90.00
2-Man Crew	140.00
3-Man Crew	160.00
GPS Equipment	60.00
Robotic Total Station	50.00
Vehicle Charge (per day) plus IRS rate per mile	50.00

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 1/1/2021



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 79606
325.695.1070

1508 Santa Fe, Suite 203
Weatherford, TX 76086
817.594.9880

4920 S. Loop 289, Suite 104
Lubbock, TX 79414
806.368.6375

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

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

f. The Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

h. The Professional shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

i. The Professional shall contractually require each person with whom it contracts to provide services on a project to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Professional, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;

(3) provide the Professional, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Professional:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

- (6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- j. By signing this contract or providing or causing to be provided a certificate of coverage, the Professional is representing to the City that all employees of the Professional who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Professional to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Professional's failure to comply with any of these provisions is a breach of contract by the Professional which entitles the City to declare the contract void if the Professional does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

ATTACHMENT D
NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT E
CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

Engineering Services for Sears, Nelson, Redbud Parks Sidewalk Improvements



Information:

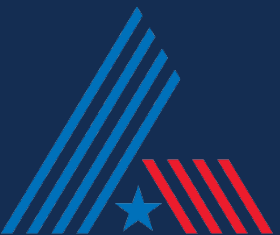
- Enter into contract between City of Abilene and Jacob Martin LLC

- Scope of work

Initial project data collection and analysis not to exceed \$28,000 (within scope of services)

Design and engineering of trail and pedestrian improvements \$82,000

- Total cost \$110,000





**City Council
Agenda Memo**

City Council Meeting Date: 11/4/2021

TO: Robert Hanna, City Manager

FROM: Bob von Wolffrad, Technical/Back up

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Contract Renewal for Cartegraph Operations Management System (Bob von Wolffrad)

GENERAL INFORMATION

City staff is requesting the City Council renew our agreement for the Cartegraph Operations Management System that is currently utilized by the Water Utilities and Public Works Departments (Traffic Services, Streets, Stormwater Services and Solid Waste Services Divisions). Over the last 3 years, IT, Water Utilities, and Public Works have successfully implemented the Cartegraph Operations Management System and fully integrated with the City's Enterprise GIS. Cartegraph is also integrated with other City software, including SeeClickFix and Incode. The Cartegraph solution has become an integral part of day-to-day operations for these departments and has greatly increased efficiency in the form of asset management, work order management, and resource tracking. The renewal of the Cartegraph Systems Incorporated purchase agreement would be for a total of \$484,963.11. The new purchase agreement is attached.

SPECIAL CONSIDERATIONS

Staff is recommending to proceed with renewal of the purchase agreement at this time. The detailed inventory, physical attributes and other critical data allow staff to track City assets, document maintenance activities, citizen requests, system conditions, and work order activities, with related cost allocations of these major infrastructure systems.

FUNDING/FISCAL IMPACT

The renewal covers a 3 year, 3-term period. The total costs of the program of \$484,963.11 would be spread over this timeframe with installment payments every term. The 2022 (term 1) costs are estimated at \$156,900.00. Funding would be obtained in the amount of \$68,134.00 from the Public Works Department, and \$88,766 from Water Utilities funds. The 2023 (term 2) costs are estimated at \$161,607.00. Funding would be obtained in the amount of \$70,178.00 from Public Works and \$91,429.00 from Water Utilities. The 2024 (term 3) costs are estimated at \$166,456.11. Funding would be obtained in the amount of \$72,284.00 from Public Works and \$94,172.00 from Water Utilities.

STAFF RECOMMENDATION

It is recommended that City Council approve funding for the Operations Management System Technology Program from Cartograph Systems, Incorporated as recommended by City staff, and to authorize the City Manager or his designee to execute documents related to the contract.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Cartograph Renewal Oct 28 Resolution
2. Cartograph OMS Renewal PA 100521
3. Cartograph Council Oct 2021

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVE FUNDING, TO CARTEGRAPH SYSTEMS INCORPORATED FOR PURCHASE AGREEMENT DATED OCTOBER 5, 2021 FOR THE OPERATIONS MANAGEMENT SYSTEM RENEWAL AS LISTED BELOW.

WHEREAS, The City of Abilene Water Utilities and Public Works Departments are requesting that City Council approve funding for the renewal of the Operations Management System provided by Cartegraph Systems Incorporated; and

WHEREAS, the following lists the three-year breakdown of the agreement:

Term 1 - 11/2/2021 - 11/1/2022 -
Subscription

No.	Product	Code	Quantity	Price
1	OMS Premium	OMSPRM	1	USD 55,000.00
2	Sanitary Sewer Domain	DOM005	1	USD 10,000.00
3	Signal Domain	DOM006	1	USD 5,000.00
4	Stormwater Domain	DOM007	1	USD 10,000.00
5	Transportation Domain	DOM008	1	USD 15,000.00
6	Walkability Domain	DOM009	1	USD 0.00
7	Wastewater Treatment Plant Domain	DOM012	1	USD 10,000.00
8	Water Distribution Domain	DOM010	1	USD 10,000.00
9	Water Treatment Plant Domain	DOM011	1	USD 10,000.00
10	OMS User	OMSUSR	150	USD 31,900.00
Term 1 - 11/2/2021 - 11/1/2022 - Subscription TOTAL:				USD 156,900.00

Term 2 - 11/2/2022 - 11/1/2023 -
Subscription

No.	Product	Code	Quantity	Price
1	OMS Premium	OMSPRM	1	USD 56,650.00
2	Sanitary Sewer Domain	DOM005	1	USD 10,300.00
3	Signal Domain	DOM006	1	USD 5,150.00
4	Stormwater Domain	DOM007	1	USD 10,300.00
5	Transportation Domain	DOM008	1	USD 15,450.00
6	Walkability Domain	DOM009	1	USD 0.00
7	Wastewater Treatment Plant Domain	DOM012	1	USD 10,300.00
8	Water Distribution Domain	DOM010	1	USD 10,300.00
9	Water Treatment Plant Domain	DOM011	1	USD 10,300.00
10	OMS User	OMSUSR	150	USD 32,857.00
Term 2 - 11/2/2022 - 11/1/2023 - Subscription TOTAL:				USD 161,607.00

Term 3 - 11/2/2023 - 11/1/2024 -
Subscription

No.	Product	Code	Quantity	Price
1	OMS Premium	OMSPRM	1	USD 58,350.00
2	Sanitary Sewer Domain	DOM005	1	USD 10,609.00
3	Signal Domain	DOM006	1	USD 5,305.00
4	Stormwater Domain	DOM007	1	USD 10,609.00
5	Transportation Domain	DOM008	1	USD 15,915.00
6	Walkability Domain	DOM009	1	USD 0.00
7	Wastewater Treatment Plant Domain	DOM012	1	USD 10,609.00
8	Water Distribution Domain	DOM010	1	USD 10,609.00
9	Water Treatment Plant Domain	DOM011	1	USD 10,609.00
10	OMS User	OMSUSR	150	USD 33,841.11
Term 3 - 11/2/2023 - 11/1/2024 - Subscription TOTAL:				USD 166,456.11

Total Term 1	USD 156,900.00
Total Term 2	USD 161,607.00
Total Term 3	USD 166,456.11
Total	USD 484,963.11

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

Part 1: That the City Council approve funding for the services provided by Cartegraph Systems Incorporated as listed in the Purchase Agreement.

Part 2: That this Resolution shall take effect immediately upon adoption.

ADOPTED this 4th day of November, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



City of Abilene

Cartegraph Solutions Purchase Agreement

PA#: PA-004739
Date Prepared: 10/29/2021
Date of Expiration: 11/12/2021

For any questions or assistance, please contact:

Ben Skemp
Manager of Account Management
Phone: (563) 587-3358
Mobile: 563-542-1558
Email: benskemp@cartegraph.com

Cartegraph Systems LLC
3600 Digital Dr
Dubuque, IA 52003-8962

<http://www.cartegraph.com>

Toll Free: (800) 688-2656
Phone: (563) 556-8120
Fax: (563) 556-8149

Purchase Agreement

Cartegraph Systems LLC is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between City of Abilene (hereinafter referred to as "City of Abilene", or "Customer") and Cartegraph Systems LLC (hereinafter referred to as Cartegraph). In the case that any terms or conditions provided in the Cartegraph Solutions Agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Cartegraph Solutions Agreement shall control.

CUSTOMER ADDRESS:

City of Abilene
555 Walnut Street
Abilene, TX
79601

LICENSEE ADDRESS:

City of Abilene
555 Walnut Street
Abilene, TX
79601

The following Addendums are attached to the Purchase Agreement and are incorporated by reference:

ADDENDUM A - SOLUTIONS SUPPORT

ADDENDUM B - Not Used

ADDENDUM C - SOLUTIONS AGREEMENT-CITY OF ABILENE-TX MODIFIED 10/29/21

ADDENDUM D - Not Used

ADDENDUM E - Not Used

ADDENDUM F - Not Used

Investment Summary

The following section describes Purchase Agreement line items for Customer's Solution. Based on the core needs that have been identified and understanding the organization's budgeting and funding cycle, Cartegraph is providing the following Solution configuration.

Term 1 - 11/2/2021 - 11/1/2022 - Subscription

No.	Product	Code	Quantity	Price
1	OMS Premium	OMSPRM	1	USD 55,000.00
2	Sanitary Sewer Domain	DOM005	1	USD 10,000.00
3	Signal Domain	DOM006	1	USD 5,000.00
4	Stormwater Domain	DOM007	1	USD 10,000.00
5	Transportation Domain	DOM008	1	USD 15,000.00
6	Walkability Domain	DOM009	1	USD 0.00
7	Wastewater Treatment Plant Domain	DOM012	1	USD 10,000.00
8	Water Distribution Domain	DOM010	1	USD 10,000.00
9	Water Treatment Plant Domain	DOM011	1	USD 10,000.00
10	OMS User	OMSUSR	150	USD 31,900.00
Term 1 - 11/2/2021 - 11/1/2022 - Subscription TOTAL:				USD 156,900.00

Term 2 - 11/2/2022 - 11/1/2023 - Subscription

No.	Product	Code	Quantity	Price
1	OMS Premium	OMSPRM	1	USD 56,650.00
2	Sanitary Sewer Domain	DOM005	1	USD 10,300.00
3	Signal Domain	DOM006	1	USD 5,150.00
4	Stormwater Domain	DOM007	1	USD 10,300.00
5	Transportation Domain	DOM008	1	USD 15,450.00
6	Walkability Domain	DOM009	1	USD 0.00
7	Wastewater Treatment Plant Domain	DOM012	1	USD 10,300.00
8	Water Distribution Domain	DOM010	1	USD 10,300.00
9	Water Treatment Plant Domain	DOM011	1	USD 10,300.00
10	OMS User	OMSUSR	150	USD 32,857.00
Term 2 - 11/2/2022 - 11/1/2023 - Subscription TOTAL:				USD 161,607.00

Term 3 - 11/2/2023 - 11/1/2024 -
Subscription

No.	Product	Code	Quantity	Price
1	OMS Premium	OMSPRM	1	USD 58,350.00
2	Sanitary Sewer Domain	DOM005	1	USD 10,609.00
3	Signal Domain	DOM006	1	USD 5,305.00
4	Stormwater Domain	DOM007	1	USD 10,609.00
5	Transportation Domain	DOM008	1	USD 15,915.00
6	Walkability Domain	DOM009	1	USD 0.00
7	Wastewater Treatment Plant Domain	DOM012	1	USD 10,609.00
8	Water Distribution Domain	DOM010	1	USD 10,609.00
9	Water Treatment Plant Domain	DOM011	1	USD 10,609.00
10	OMS User	OMSUSR	150	USD 33,841.11
Term 3 - 11/2/2023 - 11/1/2024 - Subscription TOTAL:				USD 166,456.11

Summary By Term - Includes Services & Subscriptions

Total Term 1	USD 156,900.00
Total Term 2	USD 161,607.00
Total Term 3	USD 166,456.11

Investment Notes:

- All pricing presented in this document is valid through the date of expiration. Any pricing concessions made are only applicable to this transaction and should not be assumed for future purchases.
- Purchasing the products presented in this document through any alternative procurement method other than that identified will require a revised price proposal which may include an associated price adjustment.
- Any applicable taxes are not included.
- Pricing does not include any applicable Esri ArcGIS licenses.
- Customer Purchase Order or Contract must reference the Cartegraph Purchase Agreement Number identified on the title page of this document for pricing to be valid.
- All pricing is in U.S. Dollars (\$USD).
- Pricing is valid through 11/12/2021.

Payment Terms and Conditions

In consideration for the Solutions provided by Cartegraph to Customer, Customer agrees to pay Cartegraph the Fees as described below:

DELIVERY

Upon execution of this Purchase Agreement, Cartegraph will provide the Solution Subscriptions and/or Services as detailed in the Investment Summary.

SOLUTION SUBSCRIPTION INVOICING

Customer shall be provided with the ability to access and use the Solution Subscriptions upon execution of this Purchase Agreement. The payment for the initial term is due upon execution of the Purchase Agreement. Payment for any subsequent renewal terms will be due in annual installments 15 days prior to the anniversary of the initial term in the amount(s) that follow:

- Term 1: \$156,900.00
- Term 2: \$161,607.00
- Term 3: \$166,456.11

PAYMENT TERMS

- All payments are due Net 30 days from start date of invoice.
- All payments are to be in U.S. Dollars.

Acceptance

BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE CARTEGRAPH SOLUTIONS AGREEMENT. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PURCHASE AGREEMENT, THE CARTEGRAPH SOLUTIONS AGREEMENT, AND ALL OTHER AGREEMENTS AND ADDENDUMS SPECIFICALLY REFERENCED HEREIN.

Cartegraph Systems LLC:

By: _____
(Signature)

(Type or Print Name)

Title: _____

Date: _____

City of Abilene:

By: _____
(Signature)

(Type or Print Name)

Title: _____

Date: _____

ADDENDUM A

Solutions Support

As part of the annual Solution Subscription fee identified in the above Investment Summary, Customer will receive the following support for the duration of the paid subscription Term.

TECHNICAL SUPPORT

1. Campus – www.cartegraph.com/campus
Our User Assistance area is a convenient and easily shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph Solutions. Instantly access user tips, step-by- step guides, videos, and more.
2. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050 and Live Chat
When questions need answers and difficulties arise, count on our industry- leading Support team to provide the guidance and assistance you need. Live Chat is available within the product or through Campus. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.
3. Secure, Live Remote Support
If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

TRAINING & EDUCATION SUPPORT

1. Convenient Online Resources
All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.
2. Customer Led User Groups
Meet and network with similar Cartegraph users in your region. Customer led User Groups allow you to find out what other organizations are doing to get more from their Cartegraph solutions and services.

RELEASES & UPGRADES

1. New Releases
Be the first to know about all new Cartegraph releases, enhancements, and upgrades. Cartegraph is continuously innovating and enhancing the Cartegraph OMS collection of products and as a customer with an active subscription, you will receive each new release of the software.
 1. Your cloud-hosted site will be automatically upgraded by our System Consultants after the release is available. This way, you'll experience increased system performance while gaining timely access to the latest features and functionality.
 2. For your on-Premises Installation, our Technical Consultants will work with your organization's IT staff to receive the latest software release in a timely manner. This way, you'll experience increased system performance while gaining prompt access to the latest features and functionality
2. Service Packs
A Service Pack consists of lower-severity bug fixes and/or small platform updates.
 1. If required, cloud-hosted sites will receive Service Packs as needed. These Service Packs are installed by the Cartegraph System Consultants.
 2. On-premises customers that contacted Cartegraph Technical Support about an issue that is resolved with the Service Pack, will be provided the service pack for installation. These on-premises customers can then schedule a time to install the Service Pack with our Technical Support team

3. Hot Fixes

If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution.

Cartegraph will provide the Support Services only to Customer, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

ADDENDUM C: SOLUTIONS AGREEMENT

City of Abilene-TX, Modified: 10/29/21

This Cartegraph Solutions Agreement ("Agreement") is a contract between Cartegraph Systems LLC, a Delaware corporation, having its principal place of business at 3600 Digital Drive, Dubuque, Iowa 52003 ("Cartegraph") and you, or if you represent an entity or other organization, that entity or organization, (in either case, the "Customer"). Cartegraph and Customer may be referred to in this Agreement collectively as the "parties" or individually as a "party."

Cartegraph provides certain hosted operations management and asset management solutions (the "Cartegraph Solutions" or "Solutions"). Customer desires to purchase a subscription to access and use certain of the Cartegraph Solutions for Customer's own internal use and operations.

This Agreement sets forth the terms and conditions under which Cartegraph will agree to provide Customer with a subscription to access and use those Solutions specified in written Purchase Agreements referencing this Agreement entered into by Cartegraph and Customer (each, a "Purchase Agreement") and perform those services specified in each Purchase Agreement (the services provided by Cartegraph under this Agreement, including the services made available through the Solutions, the "Services"). All access to and use of the Solutions and the performance of all Services are subject to the terms of this Agreement.

This Agreement includes any Purchase Agreement entered into by the parties referencing this Agreement and any written Addendum attached to a Purchase Agreement, including descriptions of any Solutions or Services (each, an "Addendum"), all of which are hereby incorporated into and made a part of this Agreement. Unless you later enter into any other Agreement with Cartegraph regarding the Solutions and Services, this Agreement is the complete and exclusive statement of the agreement between the parties and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties, in relation to the subject matter of this Agreement. Terms used in this Agreement will have the definitions given in this Agreement or, if not defined in this Agreement, will have their plain English (US) meaning.

PLEASE CAREFULLY READ THIS AGREEMENT. BY ACCEPTING THIS AGREEMENT, THROUGH THE EXECUTION OF A PURCHASE AGREEMENT THAT REFERENCES THIS AGREEMENT, OR BY CLICKING A BOX THAT STATES THAT YOU ACCEPT OR AGREE TO THIS AGREEMENT, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT OR ANY PURCHASE AGREEMENT, CARTEGRAPH IS NOT WILLING TO PROVIDE YOU, AS CUSTOMER, WITH ACCESS TO OR USE OF CARTEGRAPH SOLUTIONS OR SERVICES, AND YOU MUST NOT ACCESS OR USE CARTEGRAPH SOLUTIONS OR SERVICES. IF YOU ACCESS OR USE CARTEGRAPH SOLUTIONS OR SERVICES, YOU ACKNOWLEDGE THAT YOU MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT AND ANY PURCHASE AGREEMENT, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN.

1. TERM.

The term of this Agreement shall begin upon the execution of an initial Purchase Agreement under this Agreement and, unless earlier terminated as permitted herein, shall continue for the period of time specified in that Purchase Agreement ("Initial Term"). The execution of any subsequently added Purchase Agreement under this Agreement shall not extend the Initial Term unless otherwise expressly stated in that Purchase Agreement. Unless otherwise stated in an applicable Purchase Agreement under this Agreement, the Initial Term of this Agreement shall automatically fee

for successive additional 1 year renewal periods (each, a "Renewal Term") unless either party provides the other party with written notice of its intent not to renew this Agreement at least 60 days before the end of the Initial Term or any such Renewal Term.

2. SOLUTIONS.

2.1 FUNCTIONALITY.

The Solutions will include the functionality described in the applicable Purchase Agreement or Addendum for each Solution. Cartegraph may from time to time update, change, or revise the functionality of the Solutions, provided the functionality of the Solutions is not materially decreased from that described in the applicable Purchase Agreement or Addendum to a Purchase Agreement.

2.2 SUBSCRIPTION.

Subject to the terms and conditions of this Agreement, during the term of this Agreement Cartegraph will provide Customer with a non-exclusive, non-transferable, and non-sublicensable subscription to allow employees and independent contractors of Customer ("Users") to access and use the Solutions, solely for purposes of Customer's own internal use and operations. If Customer has purchased a per-user subscription, as indicated in the applicable Purchase Agreement, only the finite number of subscriptions indicated in each applicable Purchase Agreement have been purchased by Customer and only that finite number of Users may access and use the Solutions at any given time. If Customer has purchased an unlimited subscription, as indicated in the applicable Purchase Agreement, all Users associated with Customer are permitted to access and use the Solutions at any given time. In either case, the subscription applies only to the Users and does not allow access to or use of the Solutions by any affiliated entities or organizations, or any other entity unless approved in advance by Cartegraph in writing.

2.3 ACCESS.

Customer may access the Solutions solely through the account established for Customer (an "Account"). Customer will be permitted to establish user identifications and passwords through which individual Users may access the Solutions through Customer's Account ("User IDs"). Each User ID is issued to a specific User and may be used only by that User. Customer will ensure that all information about each User provided to Cartegraph in connection with establishing each User ID is accurate and complete and will maintain that information as accurate and complete throughout the term of this Agreement. Customer is and will remain solely responsible for all use of the Solutions by any User and for compliance by each User with the applicable terms of this Agreement. If Customer authorizes an independent contractor or consultant as a User, in addition to being responsible for such independent contractor's or consultant's actions as a User, Customer shall also require such independent contractor or consultant to agree to terms at least as protective of the Solutions as those contained in this Agreement prior to being granted access to the Solutions. Customer will ensure the security and confidentiality of each User ID and will use commercially reasonable efforts to prevent unauthorized access to or use of the Solutions. Customer will notify Cartegraph promptly of any such unauthorized access or use of the Solutions or if any User ID is lost, stolen, or otherwise compromised. Customer acknowledges that Customer is and will remain fully responsible for all costs, fees, liabilities, or damages incurred through any access to or use of the Solutions through Customer's Account or by any User (whether lawful or unlawful) and that any Services used or transactions facilitated through Customer's Account or under any User ID will be deemed to have been completed by Customer. In no event will Cartegraph be liable for the foregoing obligations or any failure by Customer to fulfill such obligations.

2.4 RESTRICTIONS.

The Solutions, the software, hardware, databases, and other technology used by or on behalf of Cartegraph to provide the Solutions (the "Cartegraph Technology"), and their structure, organization, and underlying data, information, and source code, constitute valuable trade secrets of Cartegraph and its licensors. As a condition to the use of and access to the Solutions, Customer will not, and will not permit any User or other third party to: (a) access or use the Solutions except as expressly permitted by this Agreement; (b) access or use the Cartegraph Technology directly, except through the Solutions as expressly provided in this Agreement; (c) use the Solutions in any unlawful or illegal manner or in any other manner that could damage, disable, overburden or impair the Cartegraph Technology; (d) use automated scripts to collect information from or otherwise interact with the Cartegraph Technology; (e) alter, modify, reproduce, create derivative works of the Cartegraph Technology; (f) distribute, sell, resell, lend, loan, lease, license, sublicense, transfer, or otherwise make available the Solutions or any of Customer's rights to access or use the Solutions or any Service to any third party; (g) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of or any trade secrets embodied in the Cartegraph Technology; (h) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Cartegraph Technology; (i) use the Cartegraph Technology for purposes of monitoring their availability, performance or functionality, or for any other benchmarking, business intelligence, data mining, or competitive purposes; or (j) interfere in any manner with the operation or hosting of the Cartegraph Technology.

2.5 THIRD PARTY OFFERINGS.

Customer agrees and acknowledges that certain portions of the Solutions may be provided by third party providers ("Third Party Offerings"). Customer's access to and use of any Third Party Offering is also subject to any other agreement separate from this Agreement that Customer may enter into (or may have entered into) relating to those Third Party Offerings ("Third Party Terms"). In addition to the terms of this Agreement, access to and use of each Third Party Offering is also subject to the terms and conditions of any Third Party Terms applicable to that Third Party Offering. Except as set forth in this Agreement, any applicable Third Party Terms will control in the event of a conflict between the terms of this Agreement and those Third Party Terms. Except as expressly set forth in any Third Party Terms, You are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Third Party Offerings.

3. SERVICES.

If Customer enters into a Purchase Agreement, including any applicable Addendum specifying any of the following Services, Cartegraph will use commercially reasonable efforts to provide those Services to Customer during the term of this Agreement. All such Services are provided subject to the terms and conditions of this Agreement. Cartegraph has no obligation to provide any of the following Services unless specified in a Purchase Agreement or Addendum to this Agreement.

3.1 ON-SITE INSTALLATION SERVICES.

Cartegraph will provide Customer with deployment and installation Services for the Solutions if indicated in a Purchase Agreement ("On-Site Installation Services"). On-Site Installation Services will be subject to scheduling in cooperation with Customer. Customer will provide all equipment and hardware stated in such Purchase Agreement, and any additional equipment and hardware reasonably necessary for the operation of the Solutions. Customer shall be responsible for maintaining the equipment and hardware, which shall include providing sufficient resources (e.g., electricity, HVAC, or other resources) necessary for the equipment and hardware to properly operate. Cartegraph's warranties and indemnification obligations contained in this Agreement shall be limited to the extent that such obligation arises from Customer's equipment and hardware. Customer shall coordinate with Cartegraph to provide Cartegraph with the level of access to the equipment and hardware to perform On-Site Installation Services and any other Services as specified in a Purchase Agreement. If no level of access is specified in a Purchase Agreement, then all access by Cartegraph to the equipment and hardware shall be remote access. Unless otherwise specified in a Purchase Agreement, Cartegraph shall have no obligation to perform the On-Site Installation Services, or any other Services, on Customer's premises. If Cartegraph determines that it is necessary to perform any Services on Customer's premises, Cartegraph shall first receive approval from Customer prior to performing such Services on Customer's premises. Cartegraph shall have no responsibility to Customer for any liability to the extent that such liability arises from Customer's failure to provide Cartegraph sufficient or timely access to the equipment or hardware. Customer understands that Customer does not receive any rights to the Cartegraph Technology separate and apart from Customer's right to access the Solutions installed on-site by Cartegraph as described in this Agreement. If Customer requires additional rights to access the Solutions, Customer shall obtain Cartegraph's prior written consent. Upon termination or expiration of this Agreement, Customer will immediately either return to Cartegraph or, at Cartegraph's discretion, destroy any Cartegraph Technology then in Customer's possession or control and certify in writing signed by an officer of Customer that it has fully complied with the foregoing obligations.

3.2 SUPPORT SERVICES.

Cartegraph will provide Customer with support Services for the Solutions as specified in Addendum A if such Addendum is attached to a Purchase Agreement ("Support Services").

3.3 FIELD SERVICES.

Cartegraph will provide Customer with the field implementation Services for the Solutions as specified in Addendum B if such Addendum is attached to a Purchase Agreement ("Field Services"). Field Services will be subject to scheduling in cooperation with Customer.

3.4 DATA SERVICES.

Cartegraph will provide Customer with the data collection Services for the Solutions as specified in Addendum C if such Addendum is attached to a Purchase Agreement ("Data Services"). Data Services will be subject to scheduling in cooperation with Customer.

3.5 PROFESSIONAL SERVICES.

Cartegraph will perform any additional professional Services relating to the Solutions ("Professional Services") if specified in any written statement of work mutually agreed to by both parties under this Agreement. Cartegraph will perform all Professional Services at the rates for those Professional Services set forth in each applicable statement of work, or, if no rates are set forth in an applicable statement of work, at Cartegraph's then-current rates for those Professional Services. Professional Services shall be performed during the working hours stated in the statement of work applicable to those Professional Services, or, if no working hours are stated, the Professional Services will be provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard or Central Daylight Time, whichever is applicable, Monday through Friday excluding holidays.

4. SOFTWARE.

Cartegraph may provide Customer with software in connection with the Solutions ("Software"). Unless any Software provided by Cartegraph in connection with the Solutions is subject to a license or other agreement separate from this Agreement that Customer has entered into (or may enter into) with Cartegraph (a "Software License Agreement"), Cartegraph grants Customer a limited, non-exclusive, non-transferrable, non-assignable, license solely to install and execute the Software in accordance with the instructions provided by Cartegraph for Customer's own internal use and operations in connection with Customer's access to and use of the Solutions. Except as expressly set forth in the foregoing sentence (or any applicable Software License Agreement), Customer is granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Software, and Customer may not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, transfer, sell, distribute, or in any way exploit any Software without the prior written permission of Cartegraph. Except as set forth in this Agreement, the terms of any Software License Agreement will control in the event of a conflict between the terms of this Agreement and that Software License Agreement. Customer agrees that use of the Software is limited as described in the Purchase Agreement, as either: (1) Browser Based User – Each browser based User is defined by User ID; or For Server Software – One copy of Software for each server. Customer agrees that Cartegraph may audit Customer's Software usage remotely or on-site upon reasonable notice and during standard business hours. Prevention of audit by Customer may be grounds for termination of this Agreement. Cartegraph and its licensors will not be responsible to Customer for loss of use of any Software or for any other liabilities arising from alterations, additions, adjustments, or repairs which are made to any Software by Customer or other third parties. Cartegraph reserves the right to terminate the licenses granted to any Software or any Services provided in connection with that Software upon written notice to Customer if any such alteration, addition, adjustment, or repair adversely affects Cartegraph's ability to render Services.

5. FEES AND PAYMENT.

5.1 FEES.

Customer agrees to pay Cartegraph all fees specified in any Purchase Agreement and as otherwise specified in this Agreement ("Fees").

5.2 PAYMENT.

All Fees will be invoiced in advance in accordance with the terms applicable to such Fees. If no terms for an applicable Fee are set forth in the applicable Purchase Agreement, such Fees will be invoiced on a monthly basis following the end of the month in which they were incurred. All Fees as set forth on each invoice issued by Cartegraph under this Agreement will be due and payable by Customer in immediately available U.S. funds within 30 days of the date of invoice. If Customer has not made payment within 30 days of the date of invoice, Customer shall be in default. Customer's default will constitute sufficient cause for Cartegraph to suspend Customer's access to the Solutions or any Services upon notice to Customer. All Fees will be non-refundable once paid to Cartegraph (including upon any termination or suspension of this Agreement). Until paid in full, all past due amounts will bear an additional charge of the lesser of 1½% per month or the maximum amount permitted under applicable law. If Cartegraph requires use of collection agencies, attorneys, or courts of law for collection on Customer's account, Customer will be responsible for those expenses. Customer will be responsible for all use, sales, and other taxes imposed on the Services provided under this Agreement.

5.3 TAXES.

The Fees do not include any local, state, provincial, federal or foreign taxes, levies, assessments, duties, or other governmental charges of any kind or nature, including, without limitation, any value-added tax (VAT), stamp or other similar tax, social security (or local equivalent), state or regional tax, or income or other federal tax ("Taxes"). Customer is responsible for paying all Taxes that may be imposed by way of the performance of either party under this Agreement, excluding only Taxes based on Cartegraph's net income. If Cartegraph is found or deemed to have a legal obligation to pay or collect any Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Cartegraph with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.4 FEE INCREASES.

Cartegraph may increase the Fees applicable to Customer to the then-current prices for the next Renewal Term by providing notice of such increase at least 60 days before the beginning of such Renewal Term. . If after receiving such notice Customer wishes not to renew the Agreement for the next Renewal Term, Customer must provide written notice to Cartegraph of Customer's intent not to renew this Agreement at least 60 days before the end of the Initial Term or any such Renewal Term.

5.5 EXPENSES.

Customer shall reimburse Cartegraph for reasonable expenses incurred during the provision of Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. Estimated expenses shall be included in each Purchase Agreement. Cartegraph shall not exceed the estimated expenses without written approval from Customer.

6. TERMINATION.

6.1 TERMINATION FOR CAUSE.

Either party may terminate this Agreement immediately upon notice to the other party if the other party: (a) materially breaches this Agreement and fails to remedy such breach within 30 days after receiving notice of the breach from the other party; (b) materially breaches this Agreement in a manner that cannot be remedied; or (c) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, or ceases to operate in the ordinary course of business.

6.2 SERVICE DISCONTINUANCE.

If Cartegraph at any time discontinues offering any Solutions or any Services to new customers, Cartegraph will give Customer reasonable advance notice of such discontinuation. Upon such date of discontinuation, Cartegraph will have the right to terminate this Agreement as to those Solutions or Services upon notice to Customer. As of the date of termination, Cartegraph will credit to Customer, on a pro-rated basis, any pre-paid Fees under this Agreement and Cartegraph shall have no further obligation to provide the Solutions or any Service under this Agreement.

6.3 SUSPENSION.

Without limiting Cartegraph's right to terminate this Agreement, Cartegraph may suspend Customer's access to the Solutions or any Services upon notice to Customer following any breach of this Agreement if deemed reasonably necessary by Cartegraph to prevent any damage, injury, or harm to Cartegraph, the Cartegraph Technology, any other Cartegraph customer, or any third party.

6.4 EFFECT OF TERMINATION.

All Purchase Agreements shall terminate immediately upon termination of this Agreement. Upon termination or expiration of this Agreement for any reason, and following any applicable Transition Period: (a) Cartegraph may cease providing access to all Solutions and Services under this Agreement; (b) all subscriptions and other rights and licenses granted to Customer under this Agreement will terminate; (c) Customer will immediately cease all use of and access to all Solutions and Services; (d) all Fees and other amounts then owed by Customer under this Agreement will become immediately due

and payable to Cartegraph; (e) Customer will immediately either return to Cartegraph or, at Cartegraph's discretion, destroy any Cartegraph Data and Cartegraph Confidential Information (each as defined below) then in Customer's possession or control; and (f) Cartegraph will either return to Customer or, at Customer's discretion, destroy any Customer Data and Customer Confidential Information) then in Cartegraph's possession or control. The following Sections will survive termination or expiration of this Agreement for any reason: 5 (Fees and Payment), 6.4 (Effect of Termination), 7 (Ownership), 10 (Disclaimer), 11 (Indemnification), 12 (Limitation on Liability), 14 (Confidentiality), 15 (Governing Law), 16 (Non-Solicitation), 17 (Force Majeure), 18 (Notice), and 19 (Additional Terms).

6.5 TRANSITION SERVICES.

Except in the case of a termination under Section 6.1 by Cartegraph, at any time prior to the effective date of any termination or expiration of this Agreement, Customer may request that Cartegraph continue to provide Customer with any Services then provided under this Agreement for purposes of transitioning and migrating Customer off of the Solutions ("Transition Services"). Upon such request, the parties will develop a mutually agreed to transition plan describing the Transition Services and each party's respective obligations in connection with the transition and migration of Customer off of the Solutions ("Transition Plan"). Cartegraph will provide the Transition Services for the period agreed to in the Transition Plan, such period not to exceed 180 days following termination or expiration of this Agreement (the "Transition Period"). Customer will compensate Cartegraph for all Transition Services at rates specified in the Transition Plan or, if no rates are agreed upon by the parties prior to the performance of the Transition Services, at Cartegraph's then current rates for the Services. All Transition Services will otherwise be subject to the terms of this Agreement.

7. OWNERSHIP.

Cartegraph retains all right, title, and interest in and to the Solutions, Cartegraph Technology, Cartegraph Data, any additions, improvements, updates, new versions, or other modifications thereto created by either party, whether or not through the Services, alone, jointly, or with any third party, and all IPR (as defined below) therein and related thereto. Customer does not receive any ownership interest in or to any of the foregoing, and no right or license is granted to Customer to use any of the foregoing apart from Customer's right to access and use the Solutions under this Agreement. Customer will perform all acts reasonably necessary to assist Cartegraph in perfecting and defending Cartegraph's ownership interest in any of the foregoing. Without limiting the foregoing, Customer agrees to and does hereby make all assignments necessary to provide Cartegraph with the ownership rights set forth in this Section. All names and logos associated with the Solutions and other Services are trademarks of Cartegraph (or its third party providers) and no right or license is granted to Customer to use them. Any rights not expressly granted to Customer hereunder are reserved by Cartegraph. Customer will not remove or alter any proprietary rights legend on the Solutions, Cartegraph Technology, or Cartegraph Data. For purposes of this Agreement, "IPR" means any and all intellectual property and other proprietary rights throughout the world, including, all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, rights in data and databases, and contract rights.

8. DATA.

8.1 CUSTOMER DATA.

As between Customer and Cartegraph, Customer retains ownership of all data, information, and other content provided to Cartegraph or through the Solutions by or on behalf of Customer ("Customer Data"). Customer is responsible for all Customer Data, including the accuracy, quality, integrity, legality, reliability, and appropriateness thereof. Customer will obtain and maintain all authorizations, approvals, permissions, and other rights necessary for Cartegraph to use and process all Customer Data in the performance of the Services and any other obligations of Cartegraph under this Agreement. Customer will maintain an adequate back-up of all Customer Data and, except for any express obligations of Cartegraph to maintain back-up copies of Customer Data, Cartegraph will not be responsible or liable for any deletion, correction, destruction, damage, loss, or failure to store or back-up any of Customer Data.

8.2 CARTEGRAPH DATA.

As between Cartegraph and Customer, Cartegraph retains ownership of all data, information, and other content provided to Customer through the Solutions and the other Services, excluding any Customer Data ("Customer Data"). Subject to the terms of this Agreement, Customer may access the Cartegraph Data without modification solely for Customer's own internal business purposes in connection with Customer's use of and access to the Solutions. Cartegraph uses commercially reasonable measures to ensure the accuracy and reliability of all Cartegraph Data, but except as expressly

provided herein Cartegraph will not be responsible for any erroneous data, information, or content provided through the Solutions. Except as expressly provided in this Agreement, Customer is granted no rights in or to the Cartegraph Data.

8.3 DATA SECURITY.

Cartegraph shall establish and maintain during the term an information security policy providing for reasonable administrative, technical, physical safeguards and security measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any Customer Data in the possession or control of Cartegraph, which safeguards and measures are compliant with applicable federal, state, provincial, or local laws, rules, and regulations ("Laws"). Customer will establish and maintain during the term reasonable and appropriate administrative, technical, and physical safeguards and security measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any Cartegraph Data in the possession or control of Customer, which safeguards and measures are consistent with applicable Laws. Each party will promptly notify the other party of any data security breach or similar incident that has, or might have, compromised the privacy or security of any Customer Data or, in the case of Customer, any Cartegraph Data in the possession or control of such party. To the fullest extent allowed by law, each party will indemnify and hold harmless the other party from and against any damages or losses asserted against or incurred by the other party arising out of or related to a breach of a party's data security obligations.

8.4 DATA PRIVACY.

Cartegraph may use and disclose data and information collected through the operation of the Solutions solely as described in this Agreement and in Cartegraph's then-current privacy policy applicable to the Solutions. Notwithstanding anything to the contrary in the privacy policy, Cartegraph will have the right to collect and analyze non-personal information (data or information that does not identify an entity or natural person as the source thereof) resulting from Customer's access to and use of the Solutions. To the extent any such non-personal information is collected or generated by Cartegraph, the data and information may be used by Cartegraph, or its permitted service providers, for any lawful business purpose, provided that the data and information is used only in an aggregated form, without directly identifying Customer, or any other User, as the source thereof.

9. REPRESENTATIONS AND WARRANTIES.

9.1 GENERAL.

Each party represents, warrants, and covenants to the other party that: (a) it has and will continue to have during the term hereof, all rights, power, and authority necessary to enter into this Agreement and perform all of its obligations under this Agreement; (b) the performance of its obligations under this Agreement does not and will not violate any Law applicable to such party's performance, any rights of any third party, or any agreement by which such party is bound; and (c) it will procure all rights, certificates, licenses, permits, or other approvals required for its performance under this Agreement.

9.2 PERFORMANCE.

During the term of this Agreement, Cartegraph represents and warrants to Customer that Cartegraph will use commercially reasonable efforts to maintain and verify that the Solutions operate in accordance with the applicable documentation for the Solutions provided to Customer by Cartegraph and in accordance with any other levels of performance specified in this Agreement or applicable Purchase Agreement. Cartegraph's sole obligation and Customer's sole and exclusive remedy in the event of any failure of the Solutions to comply with any such performance levels will be for Cartegraph to, at its option: (a) remedy the failure or re-perform the affected Services; or (b) refund Customer the portion of any Fees applicable to the portion of the Solutions subject to the failure.

9.3 NON-INFRINGEMENT.

Cartegraph represents and warrants to Customer that the use by Customer of the Solutions during the term and in accordance with this Agreement (the "Covered Services") will not infringe any third party U.S. patent or copyright or misappropriate any third party trade secret in existence under any Laws of any state within the U.S. As Cartegraph's sole obligation and Customer's sole and exclusive remedy for of any failure by Cartegraph to comply with the foregoing sentence, Cartegraph will defend Customer against any such failure as set forth in Section 11.2.

10. DISCLAIMER.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOLUTIONS AND ALL SERVICES UNDER THIS AGREEMENT, AND ALL CARTEGRAPH DATA PROVIDED THROUGH THE SOLUTIONS OR THOSE SERVICES, ARE PROVIDED TO CUSTOMER STRICTLY “AS IS” AND “AS AVAILABLE” AND CARTEGRAPH AND ITS PROVIDERS EXPRESSLY DISCLAIM, AND CUSTOMER DISCLAIMS ANY RELIANCE ON, ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD THERETO OR TO ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AVAILABILITY OR ERROR-FREE OPERATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CARTEGRAPH, ITS EMPLOYEES, DISTRIBUTORS, DEALERS, OR AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT.

11. INDEMNIFICATION.

11.1 GENERAL.

To the fullest extent allowed by law, each party (the “Indemnifying Party”) will defend the other party and its officers, directors, employees, and agents (its “Related Parties”) from and against any claim, allegation or action (any “Action”) brought against the other party or one of its Related Parties by a third party (other than by the other party itself or another of its Related Parties) to the extent relating to, resulting from, or arising out of the gross negligence or willful misconduct of the Indemnifying Party in the performance (or failure to perform) any of its obligations under this Agreement. To the fullest extent allowed by law, the Indemnifying Party will further pay those losses, liabilities, damages, fees, expenses, and costs (including reasonable attorneys’ fees and court costs) (“Losses”) finally awarded against the other party or one of its Related Parties in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable.

11.2 NON-INFRINGEMENT.

Cartegraph will defend Customer from and against any Action brought against Customer by a third party (other than a Customer Related Party) that the use by Customer of the Covered Services infringes any U.S. patent, or copyright or misappropriates any trade secret in existence under any Laws of any state within the U.S. Cartegraph will pay those Losses finally awarded against Customer in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable. If Customer is, or Cartegraph reasonably believes Customer may be, enjoined from using any Covered Service due to an Action covered by this Section, Cartegraph may procure the right for Customer to continue using the Covered Service, replace or modify the Covered Service so that it becomes non-infringing, or terminate this Agreement and provide Customer a refund of any pre-paid amounts applicable to the Covered Service (if any). Cartegraph will have no obligation under this Section or otherwise with respect to any Action or Losses in the case of: (a) any use of any Covered Service other than by Customer; (b) any use of any Covered Service not under and in accordance with this Agreement; (c) any use of any Covered Service in combination with products, equipment, services, processes, software, data or information not supplied by Cartegraph; or (d) any modification of or enhancement to any Covered Service other than by Cartegraph. This Section constitutes Cartegraph’s sole and exclusive liability, and Customer’s sole and exclusive remedy, for any infringement or misappropriation of IPR or any other rights relating to the solutions.

11.3 BY CUSTOMER.

To the fullest extent allowed by law, Customer will defend Cartegraph and its Related Parties from and against any Action brought against Cartegraph or one of its Related Parties by a third party (other than by Cartegraph or another Cartegraph Related Party) to the extent relating to, resulting from, or arising out of any: (a) any violation of any Law caused by the use of or access to the Solutions by Customer; or (b) any claim or allegation by a User or other third party relating to use of or access to the Solutions or any Services by Customer. Customer will only pay those Losses finally awarded against Cartegraph in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable.

11.4 CONDITIONS.

All obligation of each party to defend or indemnify the other party or any Related Party under this Agreement are conditioned upon the party seeking defense or indemnification (the “Indemnified Party”) providing the other party with: (a)

prompt notice of any such claim for indemnification or defense after receiving notice thereof; (b) sole control over the defense and settlement of such claim, provided that any settlement that will require the other party to assume any liability other than the payment of monies will be subject to the other party's prior written consent; and (c) reasonable assistance in such defense or settlement (at the indemnifying or defending party's expense).

12. LIMITATION ON LIABILITY.

IN NO EVENT WILL CARTEGRAPH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THIS AGREEMENT, INCLUDING THE USE OF OR ACCESS TO THE SOLUTIONS OR ANY SERVICES OR THE CARTEGRAPH TECHNOLOGY (OR ANY CARTEGRAPH DATA), EVEN IF CARTEGRAPH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY LOSS OF DATA, OPPORTUNITY, LOSS OF REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE SERVICES. CARTEGRAPH'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SOLUTIONS, AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO CARTEGRAPH HEREUNDER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING CAUSE TO SUCH LIABILITY. CUSTOMER AGREES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGE THAT CARTEGRAPH WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, CARTEGRAPH'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13. INSURANCE.

If Cartegraph will provide Services at Customer's location, Cartegraph will carry commercial general liability insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000 and workers compensation insurance with statutory coverage.

14. CONFIDENTIALITY.

14.1 PROTECTION.

Each party (the "Receiving Party") may from time to time receive or otherwise obtain data or information regarding the business, finances, services, or technology of the other party (the "Disclosing Party"), including, without limitation, technical, advertising, marketing, sales, financial, pricing, employee, customer, and planning information, or any other information that by its very nature the Receiving Party should know is confidential ("Confidential Information"). The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or permitted contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information in the same manner as the Receiving Party protects its own confidential information of a similar nature and with no less than reasonable care.

14.2 EXCEPTIONS.

The Receiving Party's obligations with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already lawfully known to the Receiving Party as of the Effective Date; (b) is disclosed to the Receiving Party after the Effective Date by a third party who had the right to make such disclosure without any confidentiality restrictions; or (c) is, or through no fault of the Receiving Party becomes, generally available to the public. The Receiving Party may disclose the Confidential Information of the Disclosing Party if compelled or required to do so by a court of competent jurisdiction or other governmental entity having jurisdiction over the Receiving Party, provided that the Receiving Party provides the Disclosing Party with notice of such requirement and provides reasonable assistance to the Disclosing Party in any attempts to contest such disclosure or obtain a protective order or other applicable limitation with respect to such disclosure. In any event, the Receiving Party will be entitled to receive payment of its expenses and costs actually incurred in responding to such disclosure request and will disclose only such portion of any Confidential Information as it is legally compelled or required to disclose.

14.3 RETURN OF CONFIDENTIAL INFORMATION.

The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the request of the Disclosing Party or when such Confidential Information is no longer needed in connection with its performance under this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with the foregoing obligations.

15. GOVERNING LAW.

The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the state/province where the Customer has its principal place of business. Each party agrees that it will bring any action or proceeding arising from or relating to this Agreement exclusively in a federal or state/provincial court in the state/province where the Customer has its principal place of business, and each party irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts.

16. NON-SOLICITATION.

During the term of this Agreement and for a period of 12 months thereafter, Customer will not, directly or indirectly, for itself or on behalf of or in conjunction with any other third party, solicit, induce, hire, contract with, or engage the employment of an employee of Cartegraph, unless Customer: (1) obtains the prior written consent of Cartegraph, as applicable; and (2) pays Cartegraph as applicable a fee to be mutually agreed upon. If Customer directly employs or contracts with an employee of Cartegraph without the prior written consent of Cartegraph, Customer shall pay as damages 2 times the then yearly salary of the employee in question. The parties acknowledge and agree that the foregoing is not intended as a penalty of any kind but as reasonable and adequate compensation to Cartegraph in the event Customer should directly employ or contract with an employee of Cartegraph without the prior written consent of Cartegraph.

17. FORCE MAJEURE.

Neither party will be held responsible for failure or delay in the performance of any obligation under this Agreement, with the exception of the obligation to pay Fees, if such failure or delay is due to acts of God, war, terrorism, strikes, boycotts, labor disputes, fire or other loss of facilities, accident or any other cause beyond its control (each, a "Force Majeure"). If the performance of any obligation under this Agreement by either party is prevented, restricted or interfered with by reason of a Force Majeure event, the party whose performance is so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such Force Majeure event, provided that the party so affected will take all reasonable steps to avoid or remove such causes of non-performance and will continue performance hereunder with dispatch whenever such causes are removed.

18. NOTICE.

All notices, reports, consents, authorizations and approvals to be given by a party hereunder will be in writing and will either be via: (1) hand-delivery; (2) reputable overnight mail service; (3) facsimile transmission, provided that an original copy of a transmission will be delivered by some other means permitted under this Agreement; or (4) certified mail, return receipt requested, to the other party at its respective addresses set forth above. All notices will be effective upon receipt (or when delivery is refused), or 3 business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address for notice by giving notice of the new address to the other party.

19. ADDITIONAL TERMS.

Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Solutions and all Services and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties. Except as expressly set forth in this Agreement, this Agreement may be modified or amended only in writing signed by both parties. If any

provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. Neither this Agreement nor any rights or obligations of Customer hereunder may be assigned without the prior written approval of Cartegraph. Any assignment in violation of the foregoing will be null and void. Cartegraph may assign this Agreement to any party that assumes Cartegraph's obligations hereunder, including by sale, merger, consolidation, or operation of law or otherwise. Cartegraph may subcontract its obligations under this Agreement, provided that Cartegraph remains responsible for compliance with the applicable terms of this Agreement as to those obligations. The words "include," "includes" and "including" means "include," "includes" or "including," in each case, "without limitation." All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. The preprinted terms of a purchase order or any other similar document will not apply to or modify this Agreement. The parties hereto are independent parties, not agents, employees or employers of the other or joint venturers', and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals, and other relief to which that party may be entitled. Customer gives Cartegraph permission to use Customer's name or logo for public press releases and customer stories. Cartegraph provides the Solutions, including related software and technology, for federal government end use as a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Solutions are provided to the Customer with only those restricted rights as provided under the terms and conditions of this Agreement. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Cartegraph to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

Cartegraph Contract Renewal

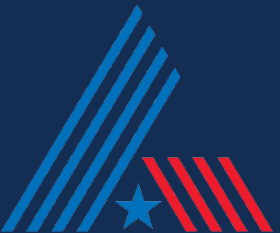
Ed Boyle



Cartegraph OMS

(Operations Management System)

- Asset Management
 - Type
 - Location
 - Condition
 - Cost / Worth
- Work Order Management
 - Repair
 - Replace
 - Maintain
- Resource Management
 - People
 - Materials
 - Vehicles
 - Equipment
- Request Intake and Resolution
 - Citizens
 - Employees
 - Third Party Integrations (SeeClickFix)
- Analytics
 - Budget
 - Reports
 - Decisions



Cartegraph Usage

By Domain



TRANSPORTATION & TRAFFIC



WALKABILITY



SIGNALS



PARKS & RECREATION



WATER DISTRIBUTION



WATER TREATMENT PLANTS



SANITARY SEWER



WASTEWATER TREATMENT PLANTS



STORMWATER



FACILITIES



FLOOD PROTECTION



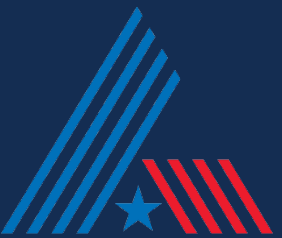
Denotes active use in the City of Abilene

Contract Comparison

	Previous Contract	New Contract
Term	3 years	3 years
City Dept Users	100	150
Cost	\$523,115.44	\$484,963.11



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 11/4/2021

TO: Robert Hanna, City Manager

FROM: Mike Rains, Finance Director

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Expansion of the Automated Ticketwriter Program and Related Purchases (*Mike Rains*)

GENERAL INFORMATION

During 2015, the City implemented the ticketwriter program to automate the writing and filing of citations by the Police Department. This program provides an automated means to fill out citations and transmit them electronically to the Municipal Court. The initial program included 57 licenses, which were split 56 to the Police Department and 1 to the Parking Officer. A handheld ticketwriting device was purchased along with printers for each license. Recently, the majority of the licenses were converted to the Police Department's mobile data computers in Police vehicles. Ticketwriter devices are still being utilized by the Motorcycle and Parking Officers.

We would like to expand the program to include additional licenses for the Police Department (34), the Marshal's (9), Code Enforcement (10) and Animal Services (5), totaling 58 additional licenses to go along with the original 57. Tyler Technologies will provide a site license for 200 total licenses, including the original 57, at a discounted price. The additional licenses will give the program room to expand as needed. The Police Department and Marshal additional licenses will be installed on vehicle mobile data computers while Code Enforcement and Animal Services will be able to utilize our existing handheld ticketwriter devices.

With expansion of the program, we would need to purchase 58 additional printers for the new licenses and 10 printers to replace those that are no longer operable, for a total of 68.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Tyler Technologies will provide 200 total licenses for a one-time fee of \$83,850 and beginning in FY 2023 annual maintenance and hosting fees of \$36,400. The first year maintenance and hosting fees are waived. Currently, we are paying \$24,140 annually for the existing 57 licenses.

In addition, Tyler has quoted 68 Zebra ZQ521 printers, 68 vehicle cradles, 2 6-slot battery chargers, and 10 additional batteries for a total of \$49,646.

The total outlay for this purchase would be \$133,496 and would come from a combination of the Court Technology Fund and the Police Apparatus Fund. Future annual costs would be included in our annual operating budgets.

STAFF RECOMMENDATION

Staff recommends approval of the expansion of the program and purchase of additional printers and related equipment to fully automate the citation process.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Approving Expansion of the Automated Tickewriter Program and Related Purchases
2. City of Abilene TX PD - Site Licenses Not To Exceed 200 5.25.21
3. City of Abilene TX PD - ZQ521 and accessories 10.26.21 (1)
4. zq511-zq521-spec-sheet-en-us
5. Powerpoint - Resolution Approving Expansion of the Automated Ticketwriter Program and Related Purchases

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING EXPANSION OF THE AUTOMATED TICKETWRITER PROGRAM AND
RELATED PURCHASES**

WHEREAS, the City entered into a program to automate the ticketwriting function by the Police Department and Parking Officer in 2015; and

WHEREAS, City staff would like to expand the program for the Police Department and add the Marshal's, Code Enforcement, and Animal Services to the program; and

WHEREAS, the expansion will require purchasing additional licenses and printers; and

WHEREAS, the automated ticketwriting program is provided by Tyler Technologies; and

WHEREAS, Tyler Technologies can provide 200 total licenses for \$83,850 as a one-time fee and \$36,400 as an annual software fee with the first year annual fees waived; and

WHEREAS, Tyler Technologies has quoted 68 Zebra ZQ521 printers, 2 battery chargers, 10 additional batteries, and 68 vehicle cradles for \$49,646.

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

Part 1: The City Council approves the expansion of the program and the purchase of additional licenses in the amount of \$83,850 as one-time fees and the purchase of 68 printers and related equipment for \$49,646.

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

ADOPTED this 4th day of November, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



INVESTMENT SUMMARY

Tyler Software	\$ 83,850
Services	\$ 0
Third-Party Products	\$ 0
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 83,850
Annual Recurring Fees/SaaS	\$ 9,100
Tyler Software Maintenance	\$ 27,300



Quoted By: Lisa McKenzie
 Quote Expiration: 11/14/21

Quote Name: 2021-254492
 Site License Not to Exceed 200 -
 including the original 57 and
 resetting the maintenance on the 57

Sales Quotation For:
 Abilene Police Department
 4575 S 1st Street
 Abilene, TX 79604-0174
 Phone: +1 (325) 673-8331

Shipping Address:
 Abilene Police Department
 4575 S 1st Street ATTN Christina Lozano
 Abilene, TX 79604-0174

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Brazos				
License				
REF License - PDA [200]	\$ 130,000	\$ 46,150	\$ 83,850	\$ 27,300
Total	\$ 130,000	\$ 46,150	\$ 83,850	\$ 27,300
TOTAL	\$ 130,000	\$ 46,150	\$ 83,850	\$ 27,300

Annual / SaaS

Description	Quantity	Fee	Discount	Annual
Brazos				
Hosting Fee				
Brazos Hosting Fee	1	\$ 9,100	\$ 0	\$ 9,100
TOTAL				\$ 9,100

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 83,850	\$ 27,300
Total Annual	\$ 0	\$ 9,100
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 83,850	\$ 36,400

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date

this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

ASSUMPTION

"Tyler will invoice Client for the License Fees listed above upon delivery of the software. Maintenance and Hosting Fees listed above will be invoiced upon one (1) year from the effective date and annually thereafter on the anniversary of that date. The first year's maintenance and hosting fees are waived. All payment terms are net thirty (30) days."



INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 0
Third-Party Products	\$ 49,646
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 49,646
Annual Recurring Fees/SaaS	\$ 0
Tyler Software Maintenance	\$ 0



Quoted By: Lisa McKenzie
 Quote Expiration: 3/9/22
 Quote Name: 2021-274072 ZQ521

Sales Quotation For:

Abilene Police Department
 4575 S 1st Street
 Abilene, TX 79604-0174
 Phone: +1 (325) 673-8331

Shipping Address:

Abilene Police Department
 4575 S 1st Street ATTN Christina Lozano
 Abilene, TX 79604-0174

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Tyler Hardware					
SAC-MPP-6BCHUS1-01 / Zebra, ZQ500, Battery Charger, 6 slot	2	\$ 421	\$ 842	\$ 0	\$ 0
ZQ52-BUE0000-00 / Zebra, Printer, ZQ521	68	\$ 611	\$ 41,548	\$ 0	\$ 0
BTRY-MPP-34MA1-01 / Zebra, Acc-Printer, ZQ520, Battery (replaces P1031365-059)	10	\$ 66	\$ 660	\$ 0	\$ 0
P1063406-062 / Zebra, ZQ500, Vehicle Cradle	68	\$ 97	\$ 6,596	\$ 0	\$ 0
TOTAL			\$ 49,646		\$ 0

Summary

One Time Fees

Recurring Fees

Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 49,646	\$ 0
Summary Total	\$ 49,646	\$ 0

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.

ZQ511 & ZQ521 Mobile Printers

Exceptional durability and reliability for the toughest environments

Zebra's ZQ500™ Series just got tougher. The premium ZQ511™ and ZQ521™ printers—both available in RFID models—give you best-in-class, rugged mobile printing for applications in any industry. Experience ultimate durability. Engineered for tough, demanding indoor and outdoor conditions, these printers can withstand significant drops, tumbles, accidents and environmental extremes that are common in mobile workplaces. Additional features, enhanced durability and military-grade design mean this printer will work as hard as you do.



Print it All: Receipts, RFID tags, Labels and Linerless

Optimized for on-demand receipt printing in 3 in. (72mm) and 4 in. (104mm) print widths, the ZQ511 and ZQ521 printers also print a variety of labels including UHF RFID tags for all your tracking needs. Zebra's comprehensive RFID portfolio is the only one to include mobile printers to help you reduce errors, and print and encode RFID labels on the go.

Tough. Reliable. Built to Endure.

The Most Rugged Printers on the Market

You need a mobile printer that can handle serious abuse. Designed and certified to meet MIL-STD 810G for drop and shock, and tumble tested per the IEC68-2-32 spec to handle 1300 tumbles from 3.3 ft. (1m), the ZQ511 and ZQ521 printers can withstand more than the average mobile printer.

Protection from solid and liquid ingress is no problem with an IP54 rating right out of the box without the need for a protective case.

If this isn't enough to convince you that these are ultra-rugged mobile printers, we also offer an optional exoskeleton case that increases our standard drop testing from 6.6 ft. to 10 ft. and improves the IP rating to IP65.

Built to Last

New over-molding helps increase the longevity and keeps your ZQ500 Series looking good over the life of the printer.



Rugged, reliable mobile printing for the toughest jobs.
For more information, visit www.zebra.com/zq500 or access our global contact directory at www.zebra.com/contact

On-the-Go Power, Functionality and Premium Performance

Get All the Benefits of Linerless Media

Eliminate waste and improve your company's green initiative with linerless printing. Linerless media also allows your workforce to spend less time disposing waste and more time on the task at hand—improving your workforce productivity. And, since there are more labels on a roll, there are fewer rolls of media to carry and fewer media roll changes.

Optimize Your Printing Quality and Power

Consistent outstanding print quality and performance are key. New printhead and print mechanism, as well as new processor and added memory, deliver it. Keep your employees on task and on schedule with the ZQ500 Series' secondary Bluetooth® communication channel. Send print jobs to the printer via one channel, while a second channel performs additional functions such as device management.

Boost print speeds (5+ inches-per minute) with the “draft mode” feature for text-only printing. Do more on a single battery charge with Zebra's patented Power Smart Print Technology™ that delivers the exact amount of power required for the highest quality printing. And, experience consistently sharp print quality—even in hot and cold temperatures—with enhanced temperature compensation.

Power Your Team to Do More

The ZQ511 and ZQ521 printers' high-capacity 3250 mAh PowerPrecision+ battery powers your team—even during the longest shift. The printer also conserves battery life by entering sleep mode when not in use, then automatically wakes up when a print job is sent.

Stay Connected Everywhere

With support for 802.11ac Wi-Fi and its latest security protocols, plus Bluetooth Classic and Low Energy, your workers can count on blazing fast and secure connections. Use the dual radio to simultaneously operate 802.11ac and Bluetooth for added connectivity.

Easy to Operate and Manage

No Manual Needed

ZQ500 Series printers are designed for anyone to use. The simple user interface prevents accidental printer setting changes. Large buttons increase accuracy for gloved hands and fingers. Easy media loading cuts time spent changing supplies.

Simple to Manage

Take your printing capabilities to a new level with Zebra's powerful Print DNA suite of productivity, management, development and visibility tools. Transforming printers from the inside, our solution lets you easily configure, manage and maintain your Print DNA printers anywhere around the globe. Analyze printers in real time, automate processes, manage security settings and much more.

Gain visibility and manage your ZQ500 Series Bluetooth printers inside and outside your four walls with Zebra's Bluetooth Management. Using SOTI® MobiControl® or Zebra's Printer Profile Manager Enterprise and an Android mobile computer as a gateway, you can manage printer settings, view real-time status, download and retrieve content from printers and even update the operating system.

Supplies, Service and Support

Zebra Certified Supplies

Printing supplies provide a digital voice for assets across your supply chain. You rely on them to keep things running smoothly by disseminating operation-critical data throughout your organization. If something goes wrong with your printing supplies, operations are interrupted, productivity and efficiency suffer, and costs rise. That's why we design, produce and rigorously pretest our own line of labels, tags and receipt paper to ensure consistent, optimized performance, in your Zebra printer—and peace of mind for you. For industry-leading quality, service and thermal printing expertise, choose Zebra Certified Supplies.

Maximize Uptime, Business Operations and Printer Visibility with Services

You invest in Zebra printers to better serve your customers and boost operational efficiency. Now, you can ensure predictable performance and eliminate unbudgeted repair expenses with Zebra OneCare™. You get unmatched technical support direct from Zebra, as well as comprehensive repair services, including accidental damage and defined repair turn-around times. And Zebra's Visibility Services provide the real-time insight into printer operational information you need to increase printer availability and optimize utilization within your workflows.

Added Peace of Mind

Get increased protection with the ZQ511 and ZQ521 printers' standard two-year warranty, making your purchase an even better investment.

Make the Job Easier with Accessories

Arm your teams to do more with accessories that make the job easier. From power and charging to vehicle mounts and protection options, cradles and more, please refer to the Mobile Printer Accessory Guide, found on Zebra.com, to see all the ZQ500 Series accessories.

Accessories	
AC Adapter	
	Connect the AC adapter to your ZQ500 Series printer and wall outlet to charge the printer's PowerPrecision+ battery while in the printer. The printer can print receipts and labels and perform other functions during charging. Connect the ZQ500 Series printer (or charging cradle) to AC power to charge the printer's internal battery.
Vehicle Cradle	
	Dock and charge a single ZQ500 Series printer on a tabletop/countertop or mount in a vehicle/on a forklift. Must be ordered with an open-ended, vehicle lighter adapter or AC adapter. Meets IP43-rating for additional protection from liquid and solid ingress. Compatible with the ZQ500 Series printers with or without extended battery and with or without exoskeleton. Can be mounted with RAM mounting arm. Requires specific driver for connecting via USB.
4-Slot Power Station	
	Docks and charges up to four ZQ500 Series printers simultaneously. Supports printers in the exoskeleton and with/without extended battery. Power supply ships with the 4-Slot Power Station.
Dual Charging Vehicle Adapter	
	Charges a ZQ500 Series printer and a TC70 or TC75 mobile computer simultaneously via the vehicle lighter power adapter.

Continued on following page

Accessories (continued)

12-24V DC Power Supply 	12-24V DC power supply charges the ZQ500 Series printer via vehicle open-ended or vehicle lighter power adapter. Connects to barrel jack on printer, or on the vehicle/single slot printer charging cradle.
3-Slot Battery Charger 	Dock and charge up to three ZQ500 Series PowerPrecision+ Li-Ion printer batteries at a time. The 3-slot battery charger ships with a power supply and line cord.
1-Slot Battery Charger 	Docks and charges a single ZQ500 Series PowerPrecision+ Li-Ion printer battery. Integrated power supply. Ships with line cord.
Exoskeleton 	Increase drop specification to 3m/10 ft., seals off ports, and increases to IP65 rating for extreme-use environments. Can be used with single and extended battery packs, 4-slot printer power station and single slot charging cradle.

Specifications

Standard Features	
- Android, Apple iOS, Windows® Mobile connectivity - Bluetooth specification 4.1 EDR + LE - WLAN 802.11ac - Fast roaming 802.11r supported 528 MHz ARM processor 3250 mAh PowerPrecision+ (retrievable, rechargeable Li-Ion) - USB On-The-Go ports (with optional strain relief) - Power Smart Print Technology—anticipates upcoming printing to optimize battery consumption and print speed - Direct thermal printing of barcodes, text and graphics - IP54 rated for protection against solid and liquid ingress - MIL-STD 810G certified for drop and shock - Tolerance of multiple drops from 6.6 ft. (2m) to concrete - Tumble testing per the IEC68-2-32 spec with 1300 free falls from 3.3 ft./1m - Simple easy-to-read LCD with large icons for battery and wireless status - Dual-sided tear bar which allows for clean tears in either direction (not available with linerless SKUs) - Supports vertical and horizontal printing - Printer can be used in any orientation - Center loading, adjustable for variable roll widths “Clamshell” design for easy media loading - Label odometer - XML support - Resident fixed and scalable fonts - Black mark and gap media sensing using fixed center position sensors - Cold Temperature Compensation mode-optimizes/balances print speeds to allow for better print performance at lower temperatures - PPME, Mirror, SNMP, WebServer, AirWatch® & Soto Connectors and Wavelink Avalanche® - NTP (Network Time Protocol) support via Wi-Fi - Sleep mode supported. Wake on Bluetooth, Wi-Fi and Touch - Real time clock (RTC) supported for time stamp certificates in WLAN SKU’s only - QR code links to web-based help pages; not displayed on LCD - Zebra Print Touch simplifies Bluetooth pairing and launches web-based pages with Near Field Communication (NFC) enabled devices - RFID is available on both the ZQ511 and ZQ521 as separate products (standard channel offering)	
Physical Characteristics	
Dimensions	ZQ511: 5.9 in. L x 4.7 in. W x 2.4 in. H 150 mm L x 120 mm W x 62 mm H ZQ521: 6.2 in. L x 6.1 in. W x 2.6 in. H 158 mm L x 155 mm W x 67 mm H
Weight with Battery	ZQ511: 1.39lbs/0.63 kgs ZQ521: 1.73lbs/0.79 kgs

Printer Specifications	
Operating System	Link-OS® printer operating system
Resolution	203 dpi resolution (8 dots per mm)
Memory	512MB RAM, 512MB Flash (standard) 8MB RAM, 64MB Flash (user available)
Maximum Print Width	ZQ511: 2.83 in./72mm ZQ521: 4.09 in./104mm
Maximum Print Speed	Up to 5 in./127 mm per second (with Draft Mode enabled)
Media Sensors	Black mark and gap media sensing using fixed center position sensors
Print Length	Maximum: 39 in.
Power	3250 mAh (nominal), removable, rechargeable PowerPrecision+ Li-Ion battery, with optional 6500 mAh extended battery
Media Characteristics	
Minimum/Maximum Media Width	ZQ511: 1.38 in./35 mm to 3.15 in./80 mm+1 mm ZQ521: 2.0 in./50.8 mm to 4.45 in./113 mm+1mm
Maximum Media Roll Size	ZQ511: 2.0 in./51 mm ZQ521: 2.24 in./57 mm
Maximum Media Thickness	0.0063 in. (0.1600 mm) for labels and 0.0055 in. (0.1397 mm) for tag/receipt
Minimum Media Thickness	0.05842 mm (0.0023 in.) for all media (ZQ511 Linerless SKU is 0.05334 mm/0.0021 in.)
Media Types	Receipt, Gap/Black-mark Label, Tag, Linerless, RFID
Operating Characteristics	
Environment	Operating Temperature: -4°F to 131°F/-20°C to 55°C Operating Humidity: 10% to 90% non-condensing Charging Temperature: 32°F to 104°F/0°C to 40°C Cradle Temperature: 32°F to 122°F/0°C to 50°C Storage Temperature: -22°F to 150°F/-30°C to 66°C Storage Humidity: 10% to 90% non-condensing
Agency Approvals	Emissions: FCC Part 15, Subpart B, EN55022 Class-B, EN55024, ICES- 003, EN55032, and EN301489
Firmware	
CPCL and ZPL® programming languages	
ZBI 2.x™—powerful programming language that lets printers run standalone applications, connect to peripherals, and much more	
ESC-POS available via post-sale download	
Options	
- RFID encoding - Linerless printing (with silicone platen roller only)	

Markets and Applications

Transportation & Logistics

- Field Service
- Cross-Docking
- Direct Store Delivery
- Proof of Pickup and Delivery and Route Accounting
- Bag Reconciliation
- Post and Parcel
- Passenger Ticketing

Manufacturing/ Warehouse

- Field Service
- Direct Store Delivery
- Pallet Labeling
- Packing/Staging/ Cross-Docking Labeling

Government

- Energy and Utility Meter Reading
- Parking Violations
- E-Citation

Retail and Hospitality

- Click and Collect Receipt and Label Printing
- Shelf-Edge Labels
- Drive-Through Receipt Printing
- Arenas/Concert Venues/Theme Parks Receipt Printing

Barcode Symbologies

CPCL Barcode Symbologies

- Barcode Ratios: 1.5:1, 2:1, 2.5:1, 3:1, 3.5:1
- Linear Barcodes: Code 39, Code 93, UCC/EAN128, Code 128, Codabar (NW-7), Interleaved 2-of-5, UPC-A, UPC-E, 2 and 5 digit add-on, EAN-8, EAN-13, 2 and 5 digit add-on
- 2D Barcodes: PDF417, MicroPDF417, MaxiCode, QR Code, GS1/DataBar™ (RSS) family, Aztec, MSI/Plessey, FIM Postnet, Data Matrix, TLC39

ZPL Barcode Symbologies

- Barcode Ratios: 2:1, 3:1, 5:2, 7:3
- Linear Barcodes: Code 11, Code 39, Code 93, Code 128, ISBT-128, UPC-A, UPC-E, EAN-8, EAN-13, UPC-A and UPC-E with EAN 2 or 5 digit extensions, Planet Code, Plessey, POSTNET, Standard 2 of 5, Industrial 2 of 5, Interleaved 2 of 5, LOGMARS, MSI, Codabar, and GS1 DataBar (RSS)
- 2D Barcodes: PDF417, MicroPDF-417, Code 49, TLC39, Maxicode, Codablock, Data Matrix, QR code, Aztec

Fonts & Character Sets

Standard Fonts	25 bitmapped, 1 smooth, scalable (CG Triumvirate Bold Condensed, contains UFST® from Agfa Monotype Corporation)
Included in All Models and Part Numbers	Scalable Fonts: Swiss721 (supporting Latin, Cyrillic, Hebrew and Arabic characters)
Additional Asian Fonts Supported	Group A: Part Numbers supporting Indonesia, Taiwan, Korea, Malaysia, Australia, New Zealand, Sri Lanka, India include: Scalable Traditional Chinese Characters: NotoMono, Bitmap: 24x24 MKai, 16x16 New Sans MT, Scalable Korean Characters: NotoMono Group B: Part Numbers supporting, Singapore, Thailand, Philippines, HongKong and Vietnam include: Scalable Traditional Chinese characters: NotoMono and Bitmap 16x16 NewSans MT. Scalable Thai Characters: Angsana, Scalable Vietnamese Characters: SourceCodePro and Bitmap 16x16 Utah Group C: Part Numbers supporting China include: Scalable Simplified Chinese Characters: Hans and Bitmap 24x24 Msung, 16x16 SimSun Group J: Part Numbers supporting Japan include: Scalable NotoMono and Square Gothic J MT, Bitmap 16x16, 24X24 Square Gothic J MT

Communication and Interface Capabilities

ZebraNet® 802.11ac radio with support for:

- WPA and WPA2 with AES encryption
- 802.1x (with WPA or WPA2)
- EAP-FAST, EAP-TTLS, EAP-TLS, PEAP, LEAP
- 802.11d, 802.11i, 802.11r
- Simultaneous Bluetooth 4.2 dual radio
- Wi-Fi Certification
- Fast roaming using Pairwise Master Key (PMK) caching, Opportunistic Key Caching (OKC), EAP Fast Session resumption or 802.11r

Bluetooth 4.1 (Classic and BLE) radio

- Security models 1-4
- “Made for iPod/iPhone/iPad” certified
- Key Bonding

Cabled Communications Specifications

- USB 2.0 full-speed on-the-go interface (12 Mbps)
- Micro-AB Connector with optional strain relief

Product Warranty

The ZQ511 and ZQ521 printers are warranted against defects in workmanship and materials for a period of 2 (two) years from the date of shipment. (Note: Batteries and Printheads are considered consumables. Zebra Batteries are warranted for one year from the date of shipment and printheads for 6 months from the date of shipment. For a complete warranty statement, please visit the Product Warranty Exceptions list on www.zebra.com/warranty.

Recommended Services

Zebra OneCare Essential and Select Services maximize the availability and productivity of your devices. Key features include 24/7 technical support, comprehensive coverage, advance replacement and software updates. Optional Visibility Services are available. For more information go to www.zebra.com/zebraonecare. (Note: Service availability may vary by region.)

Print DNA Software

Durable printers are essential, but it's the software inside that will keep them in action. That's why we built Zebra Print DNA into our printers. It's a suite of software capabilities that give you the ability to optimize printer performance over their entire lifecycle even as your business needs evolve. For more information, please visit www.zebra.com/printdna.

For optimum print quality and printer performance, use genuine Zebra supplies. Specifications subject to change without notice.



NA and Corporate Headquarters
+1 800 423 0442
inquiry4@zebra.com

Asia-Pacific Headquarters
+65 6858 0722
contact.apac@zebra.com

EMEA Headquarters
zebra.com/locations
contact.emea@zebra.com

Latin America Headquarters
zebra.com/locations
la.contactme@zebra.com

Resolution Approving Expansion of the Ticketwriter Program and Related Purchases



Resolution Approving Expansion of the Ticketwriter Program and Related Purchases

- The City entered into an automated ticketwriter program with Tyler Technologies in 2015. The initial program included 57 licenses, ticketwriter devices and printers.
- Staff would like to expand this program to provide additional licenses for Police (34), Marshals (9), Code Enforcement (10), and Animal Services (5) for a total of 58.
- The majority of the original licenses have been moved to mobile data computers in the Police vehicles. The new licenses for Police and Marshals would also be utilized on vehicle mobile data computers. Code Enforcement and Animal Services will utilize our existing ticketwriter devices.
- An additional 58 printers and related equipment would need to be purchased for the new licenses and another 10 to replace inoperable current printers.

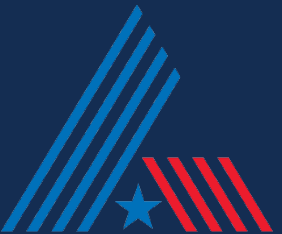


Resolution Approving Expansion of the Ticketwriter Program and Related Purchases

- Tyler Technologies has given us a quote for 200 additional licenses for \$83,850 upfront fee and beginning in FY 2023 \$36,400 annually. The first year maintenance and hosting fees will be waived. The current 57 licenses would be rolled into the 200 license agreement. Currently we are paying \$24,140 annually for the existing 57 licenses.
- Tyler Technologies has also given us a quote for 68 Zebra ZQ521 printers, 68 vehicle cradles, 2 6-slot battery chargers, and 10 additional batteries for a total of \$49,646.
- The total upfront outlay would be \$133,496 and would come from a combination of the Court Technology Fund and Police Apparatus Fund. Future annual costs would be included in our annual operating budgets.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/4/2021

TO: Robert Hanna, City Manager

FROM: Marcus Dudley, Chief of Police

SUBJECT: **11. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve the Acceptance of the Children's Advocacy Centers of Texas Grant, and Approving the creation of a full time Mental Health Advocate/Child Sex Trafficking Care Coordinator position (Marcus Dudley)

GENERAL INFORMATION

The Abilene/Taylor County Children's Advocacy Center (CAC) is required to comply with the Texas Family Code and the Texas Standards for Children's Advocacy Centers. Regarding mental health, the Texas Standards state that evidence-supported, trauma-focused mental health services for children must be consistently available at no charge. Currently, these services are being provided by community non-profit agencies. However, the increased need for mental health services has exceeded the capacity of local resources.

In 2019, the Family Code was updated, requiring the CAC to review all Department of Family and Protective Services (DFPS) Statewide Intakes for Abilene/Taylor County and provide case coordination services.

In FY21, 2957 DFPS intakes were reviewed and documented by CAC staff. Most CACs in Texas hired a full-time employee in order to comply with the Family Code requirement. Abilene absorbed these duties with current staffing.

In 2020, at the request of the multidisciplinary team, the CAC began working with the Governor's Office to become the Care Coordinator for child sex trafficking cases in Abilene/Taylor County. Along with this new initiative came the creation of new protocols, monthly meetings with the Governor's Office, monthly meetings with CACTX, child sex trafficking service provision meetings, and detailed data collection/reporting.

During 2021, advocates have become increasingly more involved in supporting the District Attorney's Office with court preparation and court accompaniment for child abuse victims. The

number of children being referred to CAC services has increased 15% in the last year. Every interview requires the assignment of two staff members out of three and there are times when volunteers must be utilized to provide primary services because staff are committed elsewhere.

In order to retain quality CAC employees, mitigate vicarious trauma, and provide excellent service to our community at the current level, we must increase our staffing.

SPECIAL CONSIDERATIONS

Children's Advocacy Centers of Texas, Inc. recognized the increased demands on CAC staff across Texas and secured funding through the Texas Health and Human Services Commission (HHSC).

The Abilene/Taylor County CAC applied for and received this non-competitive MH/CST grant in the amount of \$68,316.67. The existing HHSC and VOCA grants will provide an additional \$11,945.93. Altogether, these three grants will cover approximately 98% of the costs associated with the new position. The estimated cost to the City is \$1,234.84.

FUNDING/FISCAL IMPACT

The grant will cover 98% of the salary for this position. This will leave approximately \$1,234.84 as a cost to the City of Abilene.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the receipt of the grants, and approve the creation of the Mental Health Advocate/Child Sex Trafficking Care Coordinator full time position.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2021 Resolution CAC Mental Health Advocate
2. MH Advocate Position Request

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING THE MENTAL HEALTH/CHILD SEX TRAFFICKING GRANT AND
APPROVING THE CREATION OF THE MENTAL HEALTH ADVOCATE/CHILD SEX
TRAFFICKING CARE COORDINATOR FULL TIME POSITION**

WHEREAS, the Abilene/Taylor County Children’s Advocacy Center (CAC) is required to comply with the Texas Family Code and the Texas Standards for Children’s Advocacy Centers. Regarding mental health, the Texas Standards state that evidence-supported, trauma-focused mental health services for children must be consistently available at no charge; and

WHEREAS, currently, these services are being provided by community non-profit agencies, however, the increased need for mental health services has exceeded the capacity of local resources; and

WHEREAS, in 2019, the Family Code was updated, requiring the CAC to review all Department of Family and Protective Services (DFPS) Statewide Intakes for Abilene/Taylor County and provide case coordination services; and

WHEREAS, in FY21, 2957 DFPS intakes were reviewed and documented by CAC staff. Most CACs in Texas hired a full-time employee in order to comply with the Family Code requirement, but Abilene was able to temporarily absorbed these duties with current staffing; and

WHEREAS, in 2020, at the request of the multidisciplinary team, the CAC began working with the Governor’s Office to become the Care Coordinator for child sex trafficking cases in Abilene/Taylor County; and

WHEREAS, along with this new initiative came the creation of new protocols, monthly meetings with the Governor’s Office, monthly meetings with CACTX, child sex trafficking service provision meetings, and detailed data collection/reporting; and

WHEREAS, during 2021, advocates have become increasingly more involved in supporting the District Attorney’s Office with court preparation and court accompaniment for child abuse victims, and the number of children being referred to CAC services has increased 15% in the last year and

WHEREAS, every interview requires the assignment of two staff members out of three and there are times when volunteers must be utilized to provide primary services because staff are committed elsewhere; and

WHEREAS, in order to retain quality CAC employees, mitigate vicarious trauma, and provide excellent service to our community at the current level, the CAC must increase its staffing; and

WHEREAS, the Children’s Advocacy Centers of Texas, Inc. recognized the increased demands on CAC staff across Texas and secured funding through the Texas Health and Human Services Commission (HHSC); and

WHEREAS, the Abilene/Taylor County CAC applied for and received this non-competitive MH/CST grant in the amount of \$68,316.67; and

WHEREAS, the existing HHSC and VOCA grants will provide an additional \$11,945.93; and

WHEREAS, these three grants will cover approximately 98% of the costs associated with the new position, with the estimated cost to the City being \$1,234.84 for the new full-time position; and

WHEREAS, staff recommends that the City Council approve the receipt of the grants, and approve the creation of the Mental Health Advocate/Child Sex Trafficking Care Coordinator full time position.

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

PART 1: That the City Council of the City of Abilene approves the receipt of the Mental Health/Child Sex Trafficking grant in the amount of \$68,316.67.

PART 2: That the City Council approves the creation of the Mental Health Advocate/Child Sex Trafficking Care Coordinator full time position.

PART 3: That this resolution is effective immediately upon adoption.

ADOPTED this 4th day of November, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

New Position Request

Position: Mental Health Advocate/Licensed Counselor

Location: Child Advocacy Center

Job Duties: The MH Advocate will provide mental health therapy for child abuse victims and their non-offending caregivers, assist with child sex trafficking (CST) care coordination, and perform advocacy work with CAC clients.

Mental Health Duties (60%)	CST Care Coordination Duties (20%)	Advocacy Duties (20%)
In-person therapy for children and caregivers	Facilitate local service provision meetings	Direct support services to children and caregivers at time of interview
Crisis intervention	Attend multiple CCT state-level meetings	Maintain caregiver support until court case is disposed
Community partner liaison	Maintain records	Review DFPS intakes for case coordination
Court testimony	Locate resources	Court prep/accompaniment
Grant reporting	Grant reporting	Grant reporting

Rationale for new position:

The CAC is required to comply with the Texas Family Code and the Texas Standards for Children's Advocacy Centers. Regarding mental health, the Texas Standards state that evidence-supported, trauma-focused mental health services for children must be consistently available at no charge. Currently, these services are being provided by community non-profit agencies. However, the increased need for mental health services has exceeded the capacity of local resources.

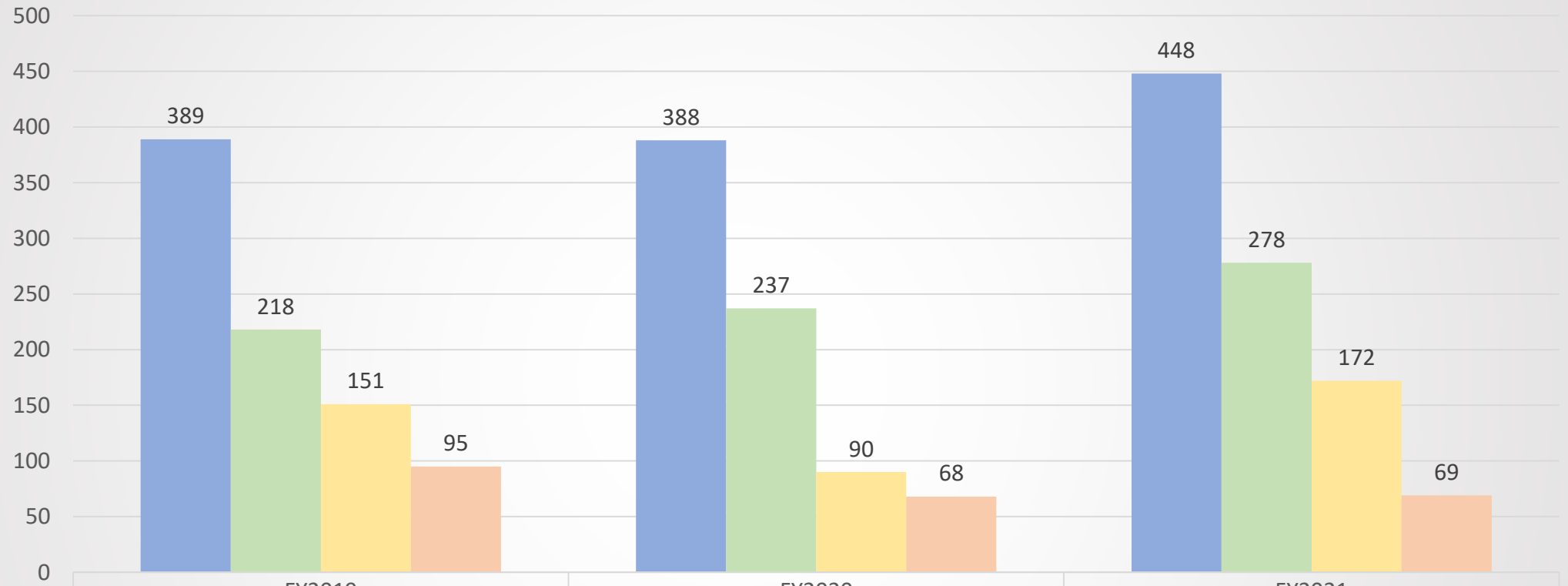
In 2019, the Family Code was updated, requiring CACs to review all Department of Family and Protective Services (DFPS) Statewide Intakes for Abilene/Taylor County and provide case coordination services. In FY21, 2957 DFPS intakes were reviewed and documented by CAC staff. Most CACs in Texas hired a full-time employee in order to comply with the Family Code requirement. We absorbed these duties with current staffing.

In 2020, at the request of the multidisciplinary team, the CAC began working with the Governor's Office to become the Care Coordinator for child sex trafficking cases in Abilene/Taylor County. Along with this new initiative came the creation of new protocols, monthly meetings with the Governor's Office, monthly meetings with CACTX, child sex trafficking service provision meetings, and detailed data collection/reporting.

During 2021, advocates have become increasingly more involved in supporting the District Attorney's Office with court preparation and court accompaniment for child abuse victims. The number of children being referred to CAC services has gone up 15% in the last year. Every interview requires the assignment of two staff members out of three and there are times when volunteers must be utilized to provide primary services because staff are committed elsewhere.

In order to retain quality CAC employees, mitigate vicarious trauma, and provide excellent service to our community at the current level, we must increase our staffing.

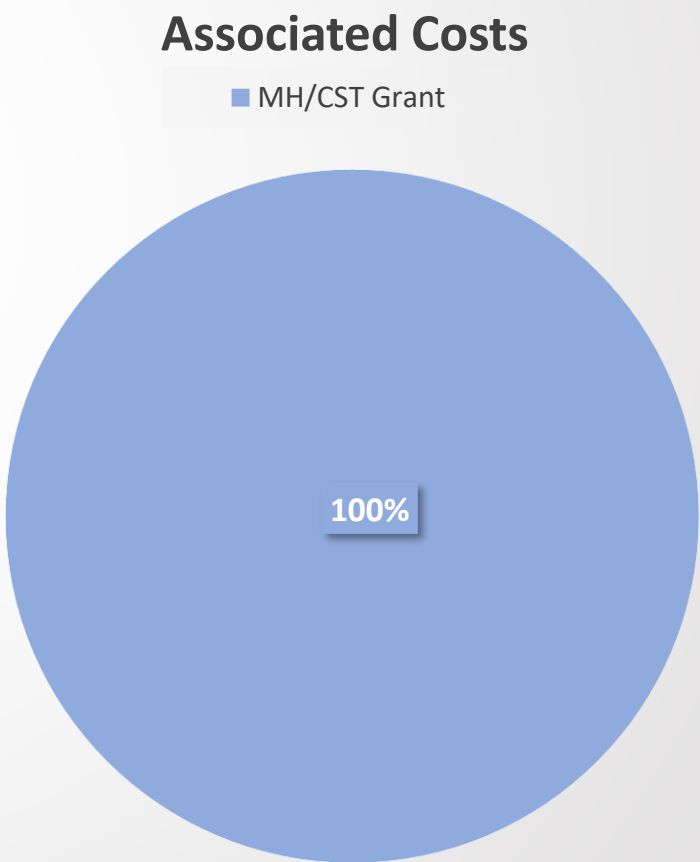
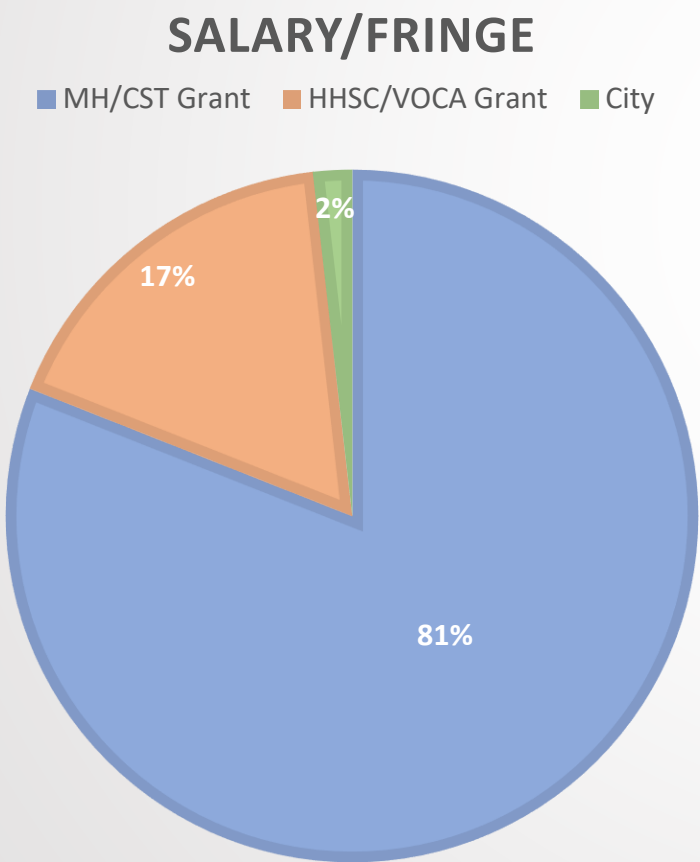
Mental Health Services for Children



	FY2019	FY2020	FY2021
Children	389	388	448
Disclosures	218	237	278
Referrals	151	90	172
MH Services	95	68	69

■ Children
 ■ Disclosures
 ■ Referrals
 ■ MH Services

Children’s Advocacy Centers of Texas, Inc. recognized the increased demands on CAC staff across Texas and secured funding through the Texas Health and Human Services Commission (HHSC). Our CAC applied for and received this non-competitive MH/CST grant in the amount of \$68,316.67. The existing HHSC and VOCA grants will provide an additional \$11,945.93. Altogether, these three grants will cover approximately 98% of the costs associated with the new position. The estimated cost to the City is \$1,234.84.





**City Council
Agenda Memo**

City Council Meeting Date: 11/4/2021

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 Request For Proposals (RFP) for Engineering Services for North 10th Street Roadway Improvements to Enprotec/ Hibbs & Todd (Greg McCaffery)

GENERAL INFORMATION

The scope of the project includes the reconstruction and widening of part of N. 10th Street and EN. 10th Street from N. Treadaway Blvd. to Loop 322, which is approximately 2.7 miles of existing roadway within the existing right of way. The work includes demolition of the existing roadway section, asphalt paving, concrete curb and gutter, traffic analysis, minor sidewalks and drainage improvements.

SPECIAL CONSIDERATIONS

An RFP for Engineering Services for the project was advertised on August 1st 2021 & August 8th 2021. Four (4) proposals were received and evaluated. City Staff determined the proposal from Enprotec/ Hibbs & Todd, Inc. was the best proposal received for this project.

The contract includes: Surveying, Schematic Design, Traffic Signal Design, Construction Documents, Bid Administration, and Construction Administration.

A portion of EN. 10th Street will be funded through Street Maintenance Fees and Development of Corporation of Abilene (DCOA) Funds. Both the Street Maintenance Advisory and Appeals Board and Development of Corporation of Abilene (DCOA) recommended funding of this project.

FUNDING/FISCAL IMPACT

Funding for this project is allocated through 2021 Bond Funds, the Street Maintenance Fee and DCOA Funds.

STAFF RECOMMENDATION

The contract with Enprotec/ Hibbs & Todd, Inc. is for the fixed fee amount of \$441,400.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. REV_N 10th resolution
2. EHT EN 10th contract (signed by Eng)
3. N 10TH LOCATION MAP
4. REV_N 10th ppt

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ENPROTEC/
HIBBS & TODD, INC.**

WHEREAS, The City of Abilene desires to install public improvements associated with the portion of N 10th St and EN 10th St from N Treadaway Blvd to Loop 322.; and

WHEREAS, The City of Abilene, has through a detailed evaluation process, determined Enprotec/ Hibbs & Todd, Inc. to be the best qualified for the overall design of this project, and;

WHEREAS, The City of Abilene has selected Enprotec/ Hibbs & Todd, Inc. for the surveying, schematic design, construction documents, bid administration, and construction administration for said project; and,

WHEREAS, The City Council authorizes the City Manager to execute an agreement with Enprotec/ Hibbs & Todd, Inc. in the amount of \$441,400.00 for engineering services associated with the portion of N 10th St from N Treadaway Blvd to Loop 322.

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

PART 1: The City Council authorizes the City Manager to execute an agreement with Enprotec/ Hibbs & Todd, Inc.

PART 2: That the agreement is in the amount of \$441,400.00 for the design and administration of the public improvements.

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

ADOPTED this 4th day of November, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT Engineers & Architects

This contract, dated the 26th day of October, 2021, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Enprotec/ Hibbs & Todd, a Civil Engineering Firm organized under the laws of the State of Texas ("Consultant").

The City is engaged in Reconstruction and Widening of N 10th St from N Treadaway Blvd to Loop 322 and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

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

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF CONSULTANT

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

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

VIII. NONDISCLOSURE

The Consultant may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other material which Consultant prepares or acquires in performing this contract, including any duplicate copies kept by Consultant. The Consultant may

not disclose to any person or entity any information regarding the City's activities. The City may, however, specifically authorize a limited disclosure at its discretion.

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

	<u>Type</u>	<u>Amount</u>
X1.	Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
X2.	Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
X3.	Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
X4.	Professional Liability	\$500,000 combined single limit (per occurrence)
___	5. See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN:

**Greg McCaffery, P.E.
City of Abilene PO Box
60 Abilene, TX 79604**

Consultant – ATTN:

**Sage Diller, P.E.
Enprotec/Hibbs&Todd
402 Cedar St, Abilene, Tx 79601**

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. BOYCOTT OF ISRAEL

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

By: _____

Name: Robert Hanna

Title: City Manager

ATTEST:

City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL

By: Sage Diller

Name: Sage Diller, P.E.

Title: Associate Vice President

Address: 402 Cedar, Abilene, TX 79601

Phone Number: 325.698.5560

Federal Tax ID#: 75-2258512

ATTEST: (if corporation)

R. R. Bo
Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

The City requires a professional engineering services firm to perform preliminary evaluations, project design and construction phase services related to roadway and drainage improvements desired for East North 10th Street (EN10th). The Consultant (or “Engineer”) and its teaming partners will develop the EN10th Roadway & Drainage Improvements Project in a phased approach through individual task orders, as authorized in writing by the City Engineer.

The EN10th Roadway & Drainage Improvements Project will be developed in accordance with applicable regulations of the City of Abilene (COA) and all other appropriate federal, state, and local laws. In general, the Scope of Services for developing the EN10th Roadway & Drainage Improvements Project under this Professional Services Contract are anticipated to include:

- Task Order 1 – Planning Phase & Basis of Design Report (to include Survey, Geotechnical Investigation, Preliminary Project Cost Projections & Signal Warrant Study)
- Task Order 2 – Preliminary Design Phase
- Task Order 3 – Final Design Phase & Bidding Phase
- Task Order 4 – Construction Phase (to include Construction Materials Testing (CMT), Post Construction Services, Contract Closeout)

If additional task orders are necessary to complete a particular Phase, then subsequent task order/s will be developed. The following schedule is anticipated for the EN10th Roadway & Drainage Improvements Project:

- | | |
|--|-------------------------------|
| • Planning Phase / Basis of Design (Task Order 1) | November 2021 – December 2021 |
| • Preliminary Design Phase (Task Order 2) | January 2022 – February 2022 |
| • Final Design Phase (Task Order 3) | March 2022 – April 2022 |
| • Bidding Phase (Task Order 3) | May 2022 – June 2022 |
| • Construction Phase (Task Order 4) | June 2022 – June 2023 |
| • Post Construction Phase/Contract Closeout (Task Order 4) | July 2023 – August 2023 |

**Attachment A: Scope of Services for Task Order No. 1
to the
Engineering Services Agreement
EN10th Roadway & Drainage Improvements Project**

Background

The City of Abilene (COA or City) desires to construct roadway and drainage improvements to East North 10th Street (EN10th). The project will be developed in accordance with applicable City standards and regulations. In general, the Scope of Services for developing the EN10th Roadway & Drainage Improvements Project under the Engineering Services Agreement are anticipated to include:

- *Task Order 1 – Planning Phase & Basis of Design Report (BODR)*
- *Task Order 2 – Preliminary Design Phase*
- *Task Order 3 – Final Design Phase / Project Bidding*
- *Task Order 4 – Construction Phase / Post Construction Phase Services*

Task Order No. 1 Scope of Services

The ENGINEER will provide engineering services for the Planning Phase & Basis of Design Report (BODR) in accordance with the detailed scopes outlined below:

Planning Phase Services:

1. Review and analyze existing reports and/or studies.
2. Provide topographic field surveying necessary to provide detailed elevation information for design, identify existing right-of-way and easement boundaries, drainage structures and other pertinent elements of the project.
3. Provide geotechnical investigation services to determine soil characteristics and profile.
 - a. (5) test boring of 15' depth.
 - b. (40) pavement cores in order to classify select subgrade soils and evaluate select base material.
 - c. Evaluate type or types of subgrade stabilization.
 - d. Assist in pavement design / evaluation.
 - e. Exception: City to provide traffic control for boring and coring operations.
4. Evaluate existing utility survey data, cross-sections, design standards, and regulatory guidance.
5. Prepare and provide a traffic signal warrant study to identified the need and adequacy of a proposed traffic signal at the intersection of Griffith Road and EN10th.

6. Develop list of possible project alternatives.
7. Prepare preliminary project cost summaries for each identified alternative for City review and consideration.

Basis of Design Report (BODR):

- a. Provide a summary document that outlines the key improvements identified in the Planning Phase.
- b. Compile findings of planning phase investigations.
- c. Include information necessary to meet design standards required by the COA and other pertinent agencies.
- d. Summarize findings and recommendations identified during the Planning Phase and the desired project design directive selected by the City.
- e. Provide opinion of probable construction costs (OPCC) for design alternatives.
- f. The design alternative selected by the City and presented in the BODR will be the basis of the Preliminary Design Phase (Task Order 2).

**Attachment A: Scope of Services for Task Order No. 2
to the
Engineering Services Agreement
EN10th Roadway & Drainage Improvements Project**

Background

The City of Abilene (COA or City) desires to construct roadway and drainage improvements to East North 10th Street (EN10th). The project will be developed in accordance with applicable City standards and regulations. In general, the Scope of Services for developing the EN10th Roadway & Drainage Improvements Project under the Engineering Services Agreement are anticipated to include:

- *Task Order 1 – Planning Phase & Basis of Design Report (BODR)*
- *Task Order 2 – Preliminary Design Phase*
- *Task Order 3 – Final Design Phase / Project Bidding*
- *Task Order 4 – Construction Phase / Post Construction Phase Services*

Task Order No. 2 Scope of Services

The ENGINEER will provide engineering services for the Preliminary Design Phase in accordance with the detailed scopes outlined below:

Planning Phase Services:

8. Review with the City data developed during the Planning Phase.
9. Advise City if additional reports, data, information, or services of the types not contained in this Agreement are necessary and assist City in obtaining such reports, data, information, or services.
10. Furnish preliminary design drawings for the proposed roadway and drainage improvement project and review them with the City.
11. Based on the information contained in the Preliminary Design Phase drawings, submit an Opinion of Probable Construction Cost (OPCC) for construction of the proposed roadway and drainage improvement project.

**Attachment A: Scope of Services for Task Order No. 3
to the
Engineering Services Agreement
EN10th Roadway & Drainage Improvements Project**

Background

The City of Abilene (COA or City) desires to construct roadway and drainage improvements to East North 10th Street (EN10th). The project will be developed in accordance with applicable City standards and regulations. In general, the Scope of Services for developing the EN10th Roadway & Drainage Improvements Project under the Engineering Services Agreement are anticipated to include:

- *Task Order 1 – Planning Phase & Basis of Design Report (BODR)*
- *Task Order 2 – Preliminary Design Phase*
- *Task Order 3 – Final Design Phase / Project Bidding*
- *Task Order 4 – Construction Phase / Post Construction Phase Services*

Task Order No. 3 Scope of Services

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

Final Design Phase Services:

12. Review with the City data developed during the Preliminary Design Phase.
13. Prepare final Drawings and Technical Specifications indicating the scope, extend, and character of the Work to be performed and furnished by Contractor. Specifications will be prepared in general conformance with City standards.
14. Advise City of any adjustments to the OPCC and identified adjustments to Total Project Costs known to Consultant.
15. Furnish the Final Design Phase documents to and review the with City. Make final modifications or changes as requested by the City.
16. Submit 4 copies of the Final Design Phase Documents and OPCC to City.

Bidding Phase Services:

- a. Assist City in advertising and obtaining bids for the project and, if applicable, attend a pre-Bid conference.

- b. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
- c. Consult with City as the acceptability of subcontractors, suppliers, and other individuals and entities proposed by Contractor for those portions of the project as to which such acceptability is required by the Bidding Documents.
- d. Attend the Bid Opening and assist City in evaluating Bids or Proposals.

**Attachment A: Scope of Services for Task Order No. 4
to the
Engineering Services Agreement
EN10th Roadway & Drainage Improvements Project**

Background

The City of Abilene (COA or City) desires to construct roadway and drainage improvements to East North 10th Street (EN10th). The project will be developed in accordance with applicable City standards and regulations. In general, the Scope of Services for developing the EN10th Roadway & Drainage Improvements Project under the Engineering Services Agreement are anticipated to include:

- *Task Order 1 – Planning Phase & Basis of Design Report (BODR)*
- *Task Order 2 – Preliminary Design Phase*
- *Task Order 3 – Final Design Phase / Project Bidding*
- *Task Order 4 – Construction Phase / Post Construction Phase Services*

Task Order No. 4 Scope of Services

After acceptance by City of the Proposals for Construction submitted during the Bidding Phase, Consultant shall:

Construction Phase Services:

17. The City will provide general administration and inspection of the construction contract. Consultant shall provide support when requested by the City.
18. The Construction Phase will commence with the execution of the Construction Agreement and will terminate upon written recommendation by Consultant for final payment to the Contractor.
19. The City will coordinate Construction Materials Testing thru a separate contract.
20. Consultant will provide record drawings based upon construction documentation provided by the Contractor as part of the post construction phase.
21. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Consultant shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

ATTACHMENT B

PAYMENT SCHEDULE

Payment is based on completion of work as set forth in any duly authorized task order, as set out below, not to exceed the **Total Contract Amount of \$441,400.**

Engineer shall submit monthly invoices to City accompanied by an explanation of charges, professional fees, and services. The Professional's invoices shall be in a form acceptable to the City. City will pay such invoices according to its normal payment procedures. The City typically pays such invoices upon thirty (30) calendar days after it approves such invoices.

Payment for each Task Order is payable as outlined below:

Task Order No. 1

Basic Engineering Services (Lump Sum):

Planning Phase & BODR	\$ 50,000
-----------------------	-----------

Additional Services (Lump Sum):

Surveying	\$ 37,500
-----------	-----------

Geotechnical Investigation	\$ 21,000
----------------------------	-----------

Signal Warrant Study	\$ 10,100
----------------------	-----------

Task Order No. 2

Basic Engineering Services (Lump Sum):

Preliminary Design Phase	\$100,000
--------------------------	-----------

Task Order No. 3

Basic Engineering Services (Lump Sum):

Final Design Phase	\$150,000
--------------------	-----------

Bidding Phase	\$ 10,000
---------------	-----------

Additional Services (Lump Sum):

Traffic Signal Design (if warranted)	\$ 37,800
--------------------------------------	-----------

Task Order No. 4

Basic Engineering Services (Lump Sum):

Construction Phase	\$ 15,000
Post Construction Phase	\$ 10,000

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

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

f. The Professional shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

g. The Professional shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Professional knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

h. The Professional shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

i. The Professional shall contractually require each person with whom it contracts to provide services on a project to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Professional, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;

(3) provide the Professional, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Professional:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

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

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

ATTACHMENT D
NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT E
CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

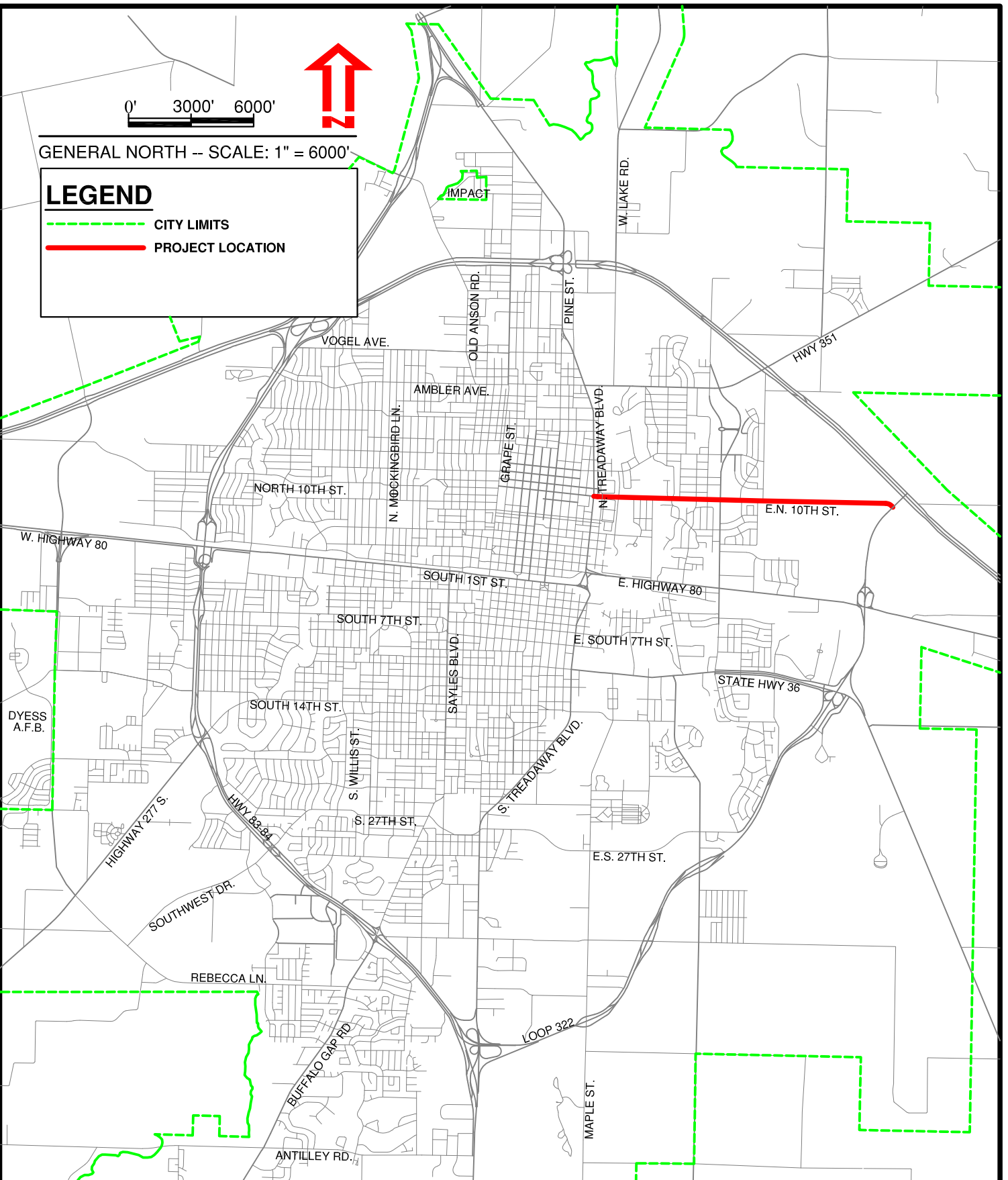
0' 3000' 6000'



GENERAL NORTH -- SCALE: 1" = 6000'

LEGEND

- CITY LIMITS
- PROJECT LOCATION



Sheet
1
of
1

CITY OF ABILENE, TEXAS

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

N 10TH ST ROADWAY IMPROVEMENTS

Designed By: S. CHANDLER

Drawn By: T. MATTHEWS

Checked By: S. CHANDLER

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:
PROPOSED 2021 BOND

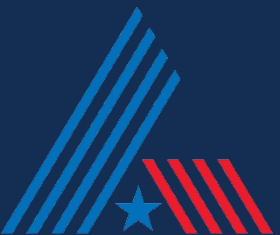
Date: OCTOBER 2021

Agenda Item:
N 10th St and EN 10th Streets
Improvements
N Treadaway Blvd to Loop 322



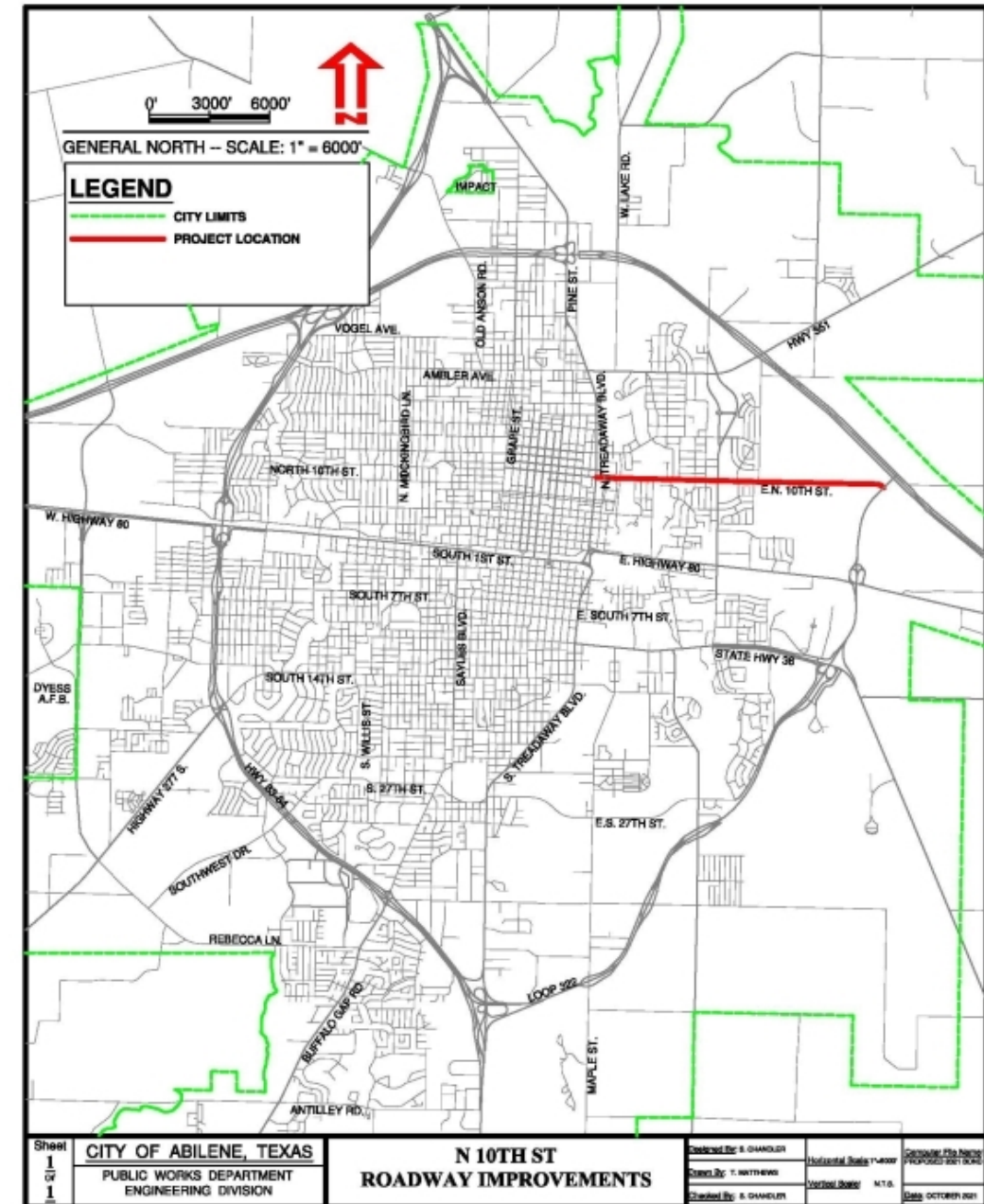
N 10th St and EN 10th St from Treadaway Blvd to Loop 322 Roadway Improvements

- The scope of the project includes the reconstruction and widening of part of N 10th and EN 10th Streets from N Treadaway Blvd to Loop 322, which is approximately 2.7 miles of existing roadway within the existing right of way. The work includes demolition of existing roadway section, asphalt paving, concrete curb & gutter, minor sidewalks, and drainage improvements.
- This project will also include traffic warrant analysis at the intersection of EN 10th St and Griffith Rd. If the analysis determines that a signal is warranted, this contract will also include the design of the new signal.



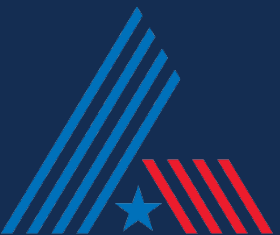
N 10th and EN 10th St Roadway Improvements from N Tread-away Blvd to Loop 322

Streets	From	To
N 10 th St	N Treadaway	Loop 322
EN 10 th St		

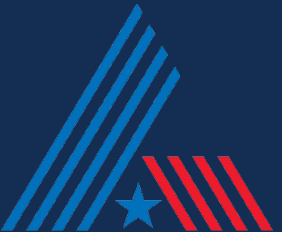


N 10th St and EN 10th St Roadway Improvements from N Treadaway Blvd to Loop 322

- A request for Proposals for Engineering Services for the project was advertised on August 1st 2021 & August 8th 2021.
- Four proposals were received and evaluated. City Staff determined the proposal from Enprotec/ Hibbs & Todd, Inc. was the best proposal received for this project.
- The Street Maintenance Advisory and Appeals Board and the Development Corporation of Abilene (DCOA) both recommended the funding in part of this project through Street Maintenance Fees and DCOA Funds.
- The contract with Enprotec/ Hibbs & Todd, Inc. is for the fixed fee amount of \$441,400.00.
- The contract includes: Schematic Design, Construction Documents, Bid Administration, and Construction Administration.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/4/2021

TO: Robert Hanna, City Manager

FROM: Gregory McCaffery

SUBJECT: 13. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-289.1, "Same - During Certain Hours" of the Code of Ordinances Regarding School Zone Areas No Longer in Use (Greg McCaffery)

GENERAL INFORMATION

The Ordinance Amendment request is to make the necessary changes to Sec 18-289.1. Same - During Certain Hours whereby updating the Code of Ordinance regarding times of day for various streets which use to have schools within the areas and roadway frontages and that no longer school facilities are no longer used as schools.

SPECIAL CONSIDERATIONS

None at this time

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Recommends approval of the ordinance changes as outlined within the Ordinance Amendment.

BOARD OR COMMISSION RECOMMENDATION

NA

ATTACHMENTS:

1. REV__Blackline_Ord_Amend_During_Certain_Hours
2. REV2_Redline_Ord_Amend_During_Certain_Hours
3. REV_PP_Directional_Times_289_Section

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-289.1, “SAME-DURING CERTAIN HOURS,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, several streets within the City of Abilene no longer have school use buildings along their frontage; and

WHEREAS, the City Code of Ordinance provides for directional and times of day restrictions on “School Days Only” which no longer applies to these various streets; and

WHEREAS, there is a need to amend the City Code of Ordinances to include these changes and provide an accurate list of all current directional and times of day restrictions of these streets.

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

PART 1: That Chapter 18, Article XIII, Section 18-289.1 of the Abilene Municipal Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING this 4th day of November 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 14th day of November, 2021, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 18th day of November, 2021, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 18th day of November, 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 18-289.1. Same—During certain hours.

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

<u>Street</u>	<u>Extent</u>	<u>Direction</u>	<u>Hours</u>
Minter Ln.	Vogel Ave. to Sherry Ln.	North	7:40–8:20 a.m. 3:00–3:45 p.m. (School Days Only)
Potomac Ave.	Hawthorne Dr. to Buccaneer Dr.	West	7:40–8:20 a.m. 3:00–3:45 p.m. (School Days Only)
Clinton St.	N. 12th St. to N. 14th St.	North	7:30-8:10 a.m. 2:45-3:30 p.m. (School Days Only)

Exhibit A

Sec. 18-289.1. Same—During certain hours.

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

<u>Street</u>	<u>Extent</u>	<u>Direction</u>	<u>Hours</u>
EN 13th St.	From Judge Ely Blvd. to Avenue F	West	7:40–8:20 a.m. 3:00–3:45 p.m. (School Days Only)
Minter Ln.	From Vogel Ave. to Sherry Ln.	North	7:40–8:20 a.m. 3:00–3:45 p.m. (School Days Only)
Potomac Ave.	From Hawthorne Dr. to Buccaneer Dr.	West	7:40–8:20 a.m. 3:00–3:45 p.m. (School Days Only)
State St.	Victoria St. to Merchant St.	East	7:40–8:20 a.m. 3:00–3:45 p.m. (School Days Only)
Merchant St.	State St. to N. 8th St.	South	7:40–8:20 a.m. 3:00–3:45 p.m. (School Days Only)
N. 8th St.	Merchant St. to Victoria St.	West	7:40–8:20 a.m. 3:00–3:45 p.m. (School Days Only)
Alley East of Victoria St.	N. 8th St. to State St.	North	7:40–8:20 a.m. 3:00–3:45 p.m. (School Days Only)
Peach St.	S. 1st St. to S. 3rd St.	South	7:40–8:20 a.m. 3:15–4:00 p.m. (School Days Only)
N. 17th St.	From Orange St. to Beech St.	West	3:00–3:45 p.m. (School Days)
Clinton St	N. 12th St to N. 14th St.	North	7:30 – 8:10 a.m. 2:45 – 3:30 p.m. School Days

**Agenda Item:
Ordinance Amendment**

**AMENDING CHAPTER 18, “MOTOR VEHICLES AND
TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-
289.1, “SAME-DURING CERTAIN HOURS,” OF THE
ABILENE MUNICIPAL CODE**

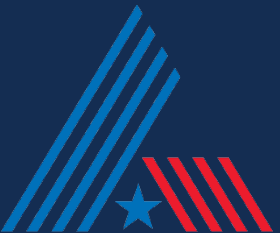
G. McCaffery



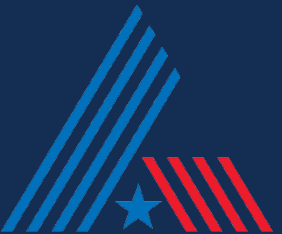
ORDINANCE AMENDMENT

SECTION 18-289.1, “SAME-DURING CERTAIN HOURS

- **Several streets within the City of Abilene no longer have school use buildings along their frontage**
- **The Code of Ordinance provides for directional and times of day on School Days Only longer these various streets**
- **Update the Code of Ordinances to include these changes and provide an accurate list of all current directional and times of day of these streets.**



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/4/2021

TO: Robert Hanna, City Manager

FROM: Gregory McCaffery

SUBJECT: 14. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing and Take Action on Amending Chapter 18, “Motor Vehicles and Traffic,” Article XIII, “Schedules,” Section 18-297, “Stopping, standing and parking prohibited,” of the Code of Ordinances to install a No Stopping, Standing, Parking Zone on the North and South sides of EN10th Street near Taylor Elementary School. (Greg McCaffery)

GENERAL INFORMATION

The City of Abilene is working in conjunction with Taylor Elementary School to improve the traffic flow during drop off and pick-up times. One of the problems is sight distance for vehicles exiting the campus. Parents that wish not to go through the driveway lanes park on the side of the road and walk to the school to get their child. This causes a sight distance issue for those exiting the campus. Therefore, a No Parking Zone is needed to prevent parents from parking in this area.

SPECIAL CONSIDERATIONS

None at this time.

FUNDING/FISCAL IMPACT

Minimal cost. Sign bases, poles, clamps and No Parking Any Time Signs. Plus labor for installation. The north side signs are already installed.

STAFF RECOMMENDATION

Staff Recomends Approval of the Ordinance Amendment.

BOARD OR COMMISSION RECOMMENDATION

NA

ATTACHMENTS:

1. REV_Blackline_No_Parking_EN10th_Taylor_Elem_Ordinance
2. REV_Redline_No_Parking_EN10th_Taylor_Elem_Ordinance
3. REV_PP_No_Park_Taylor_289_Section

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-297, “STOPPING, STANDING, PARKING,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, in order to improve traffic safety on East North 10th Street, there is a need to establish a designated no-parking area near its intersection with Griffith Road.

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

PART 1: That Chapter 18, “Motor Vehicles and Traffic,” Article XIII, “Schedules,” Section 18-297, “Stopping, standing and parking prohibited,” of the Abilene City 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 the provisions of any section, subsection, paragraph, subdivision or clause of this Ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this Ordinance.

PART 3: That any person, firm, or corporation violating the provisions of this Ordinance shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.

PART 4: Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 4th day of November, 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 14th day of November 2021, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 18th day of November, 2021, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 18th day of November 2021.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 18-297. Stopping, standing and parking prohibited.

In accordance with the terms of this chapter, and when signs are erected giving notice thereof, no person shall stand, stop or park a vehicle during the times specified in this schedule on the indicated sides of the following streets or portions of streets:

(a) At all times (Sundays and legal holidays included):

<u>Street</u>	<u>Side</u>	<u>Extent</u>
East North 10 th Street	North	From 965 feet east of Griffith Rd. to 1575 feet east of Griffith Rd.
East North 10 th Street	South	From 1400 feet east of Griffith Rd. to 1575 feet east of Griffith Rd.

Exhibit A

Sec. 18-297. Stopping, standing and parking prohibited.

In accordance with the terms of this chapter, and when signs are erected giving notice thereof, no person shall stand, stop or park a vehicle during the times specified in this schedule on the indicated sides of the following streets or portions of streets:

(a) At all times (Sundays and legal holidays included):

(add)	<u>Street</u>	<u>Side</u>	<u>Extent</u>
	<u>East North 10th Street</u>	<u>North</u>	<u>From 965 feet east of Griffith Rd. to 1575 feet east of Griffith Rd.</u>
	<u>East North 10th Street</u>	<u>South</u>	<u>From 1400 feet east of Griffith Rd. to 1575 feet east of Griffith Rd.</u>

**Agenda Item:
Ordinance Amendment**

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE X, “STOPPING, STANDING, PARKING,” SECTION 18-297, PART (a), “AT ALL TIMES,” OF THE ABILENE MUNICIPAL CODE

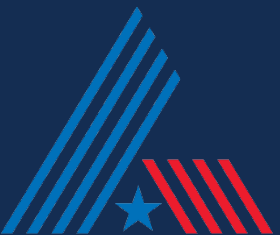
G. McCaffery



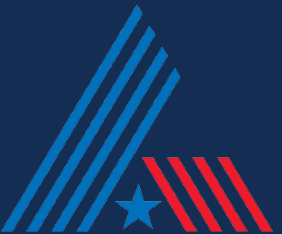
ORDINANCE AMENDMENT

SECTION 18-297, PART (a), “AT ALL TIMES,”

- **Improve traffic safety on EN 10th Street, in the area of the New Taylor Elementary, there is a need to establish a designated no-parking area near its intersection with Griffith Road**
- **The Code of Ordinance provides for No Parking Zone Areas**
- **Update the Code of Ordinances to include these changes**



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/4/2021

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 15. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on amending Chapter 32, "Utilities" of the Abilene Municipal Code, Article III, "Fats, Oils, and Grease", and setting a public hearing for November 18, 2021 (*Rodney Taylor*)

GENERAL INFORMATION

Staff recommends that the Abilene City Council approve on first reading the ordinance amending Chapter 32, "Utilities", Article VIII "Fats, Oils, and Grease", by inserting new Sec. 32-402(a)(4) Variance for Grease Trap/Interceptor Installation, by making various edits to the City of Abilene Fats, Oils, and Grease (FOG) Guidelines and Procedures, and setting a public hearing for November 18, 2021. This new Item 4 will provide a means for the City of Abilene Building Official and the Director of Water Utilities to jointly approve a variance to the installation and/or sizing requirements of a grease trap/interceptor for a new facility or an existing facility. The edits to the FOG Guidelines and Procedures provide different methodologies A, B, and C to the Food Preparation-Service Facility owner for selecting the appropriate type and size of grease trap/interceptor, including requesting a variance from utilizing Methods A and B. This additional language provides more options for the Food Preparation-Service Facility owner, and it should simplify and expedite the review and approval process for making plumbing installation decisions and obtaining a certificate of occupancy for certain types of businesses. The business applicant may appeal staff's decision to the City Manager. The decision of the City Manager is final.

SPECIAL CONSIDERATIONS

On August 10, 2017, the Abilene City Council approved on final reading an ordinance amending Chapter 32 "Utilities" with the insertion of a new Article VIII "Fats, Oils, and Grease". The new Fats, Oils, and Grease (FOG) ordinance fulfilled a provision of the Sanitary Sewer Overflow Initiative agreement with the Texas Commission on Environmental Quality

(TCEQ) for adopting a FOG Ordinance. The FOG ordinance and related City of Abilene FOG Guidelines and Procedures provides the framework for implementing and conducting the FOG Program. The FOG Manager is actively involved with businesses throughout the community to monitor their compliance with the City's FOG ordinance.

Food Preparation-Service Facilities are known to produce fats, oils, and grease wastes that can interfere with the proper operation of the facility's private plumbing system as well as the City's municipal wastewater collection system, resulting in stoppages and unauthorized discharges (overflows), and causing potential human health and safety issues. The FOG program provides a system for monitoring the activities and equipment of those facilities to make sure that FOG is intercepted at the facility, that it is properly disposed of, and that FOG is not passing through to the City's collection system.

The amendments to the FOG Ordinance provide the Food Preparation-Service Facility owner to utilize Methodology A taken from the Uniform Plumbing Code and recommended by the Texas Commission on Environmental Quality for sizing a conventional grease trap/interceptor design, Methodology B utilizing the device manufacturers' recommended alternate sizing which allows for various design and technology features now available in the market, and Methodology C which is a process for requesting a variance to Methods A and B when each would provide unnecessary and excessive issues for certain types of businesses. A variance shall not act as a waiver of the requirements for a grease trap/interceptor.

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve on first reading amending Chapter 32 "Utilities", Article VIII "Fats, Oils, and Grease", by inserting new Sec. 32-402(a)(4) Variance for Grease Trap/Interceptor Installation and making various edits to the FOG Guidelines and Procedures, as described herein; and setting a public hearing for November 18, 2021.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. ORDINANCE-Chapter_32_Utility-Article_VIII_Fats_Oils_and_Grease-11-4-2021
2. City_of_Abilene_FOG_Ordinance_Exhibit_A-REDLINE-11-4-2021
3. Exhibit B-City_of_Abilene_FOG_Guidelines_and_Procedures-REDLINE-11-4-2021
4. City_of_Abilene_FOG_Ordinance_Exhibit_A-CLEAN-11-4-2021
5. Exhibit B-City_of_Abilene_FOG_Guidelines_and_Procedures-CLEAN-11-4-2021

6. Presentation-Ordinance First Reading-Amend FOG Ordinance-Variance for installation and sizing-11-4-2021

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 32, “UTILITIES” OF THE ABILENE MUNICIPAL CODE, ARTICLE VIII, “FATS, OILS, AND GREASE” AND AMENDING THE “FATS, OILS, AND GREASE (FOG) GUIDELINES AND PROCEDURES” AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, the City of Abilene (City) owns and operates a sanitary sewer collection system which is a part of the Publically Owned Treatment Works authorized by Texas Pollution Discharge Elimination System Permit Number WQ0010334004; and

WHEREAS, the permit requires that the City properly operate and maintain the POTW to prevent unauthorized discharges of wastewater at any location not permitted as an outfall, and

WHEREAS, the buildup of grease in collection system pipes and manholes has been identified as a primary cause of unauthorized discharges called sanitary sewer overflows; and

WHEREAS, on August 10, 2017 the Abilene City Council approved on final reading an ordinance amending Chapter 32, “Utilities” of the Abilene Municipal Code by inserting a new Article III, “Fats, Oils, and Grease”, that is based on the model standards for a grease ordinance developed by the Texas Commission on Environmental Quality; and

WHEREAS, it is staff’s desire to provide within the FOG Ordinance a means for the City of Abilene Building Official and the Director of Water Utilities to jointly approve a variance to the installation and/or sizing requirements of a grease trap/interceptor for a new facility or an existing facility for certain types of businesses listed within the ordinance definition for Food Preparation-Service Facility; and

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

PART 1: That Chapter 32, “Utilities”, Article VIII “Fats, Oils, and Grease” be amended with the insertion of new Sec. 32-402(a)(4) Variance for Grease Trap/Interceptor Installation as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That the Fats, Oils, and Grease (FOG) Guidelines and Procedures be amended by making various changes primarily to Section II. Installation Requirements by providing methodologies A and B for selecting and sizing of grease trap/interceptors and Methodology C for requesting a variance to Methods A and B, as set out in Exhibit “B”, attached hereto and made a part of this ordinance for all purposes.

PART 3: That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

PART 4: That any person, firm, or corporation violating the provisions of this Ordinance, shall be subject to escalating enforcement actions and schedule of penalties described in this Article VIII.

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 4th day of November, A.D., 2021.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 14th day of November, 2021, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 18th day of November, 2021, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 18th day of November, A.D., 2021.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

ARTICLE VIII. FATS, OILS, & GREASE

Sec. 32-401. General Provisions

(a) *Purpose and Objectives.* In order to protect public health, the sanitary sewer system, and the environment, this article sets forth uniform requirements for fats, oils, and grease (FOG) generators and grease trap waste transporters operating in the City of Abilene and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code S 1251 et seq.). The objectives of this article are:

- (1) To aid in the prevention of sanitary sewer overflows resulting from blockages and obstructions due to the accumulation of fats, oils, and grease ,
- (2) To promote the proper maintenance of grease traps/interceptors; and,
- (3) To ensure the proper handling, disposal, transport and tracking of grease trap waste.

(b) *Administration.* The City Manager or his/her designated city official shall administer, implement, and enforce the provisions of this ordinance and is authorized to promulgate such policies, guidelines and procedures as shall be reasonable and necessary to carry out its provisions. Any powers granted to or duties imposed in this chapter upon the City Manager may be delegated to other city personnel. The City of Abilene Guidelines and Procedures document shall be reviewed annually by staff to determine if changes or updates are necessary. If so, staff recommendations shall be submitted to the City Manager for review and approval. The City Manager may consider a change to the Guidelines and Procedures document outside of the annual review period if a time-sensitive situation arises.

(c) *Applicability and Prohibitions.*

- (1) This ordinance shall apply to all non-domestic users of the Publicly Owned Treatment Works (POTW), as defined in Section 32-401(d) of this Ordinance.
- (2) Grease traps/interceptors shall not be required for residential users or for Food Service-Sales Facilities.
- (3) Each generator shall install, use, and maintain an appropriate grease trap/interceptor as required in the City of Abilene FOG Guidelines and Procedures.

(4) No user may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, non-biodegradable cutting oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin into the POTW system in such amounts as to cause interference with the collection and treatment system, or as to cause pollutants to pass through the treatment works into the environment, or that would otherwise be removed with a properly sized, installed, operated and maintained grease trap/interceptor.

(d) *Definitions.* Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated.

Act. The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.

BOD. The value of the 5-day test for Biochemical Oxygen Demand, as described in the latest edition of “Standard Methods for the Examination of Water & Wastewater.”

City. The City Manager of the City of Abilene or his/her duly authorized representative.

City of Abilene FOG Guidelines and Procedures. The detailed document prepared and provided by the City to aid generators, transporters, and non-domestic users in implementation of the FOG Ordinance.

Disposal Site. A permitted site or part of a site at which grease trap waste is processed, treated, and/or intentionally placed into or on any land and at which the waste will remain after site closure.

Disposer. A person who receives, stores, retains, processes or disposes of grease trap waste.

EPA. The United States Environmental Protection Agency.

Fats, Oils, & Grease (FOG). Organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measureable using analytical test procedures established in 40 CFR Part 136, as may be amended from time to time. All are sometimes referred to herein as “grease” or “greases”.

Food Preparation-Service Facility (Facility). Any facility generating fats, oils, or grease as a result of food preparation and food service to include, but not limited to, restaurants, cafeterias, hospitals, hotels and motels, prisons, nursing homes, and any other facility preparing, serving, or otherwise making any foodstuff available for human consumption. This definition includes any facility in which foods are prepared utilizing a grill, griddle, deep-fat fryer, commercial range or oven, broiler, rotisserie, charbroiler, smoker, wok/stir-fry, and/or similar food preparation equipment including, but not limited to, cafeterias, fast food and full service restaurants, pizza

preparation, donut preparation, and wholesale food preparation; and any facility with area(s) subject to flooding type or wet cleaning processes due to the cutting or grinding of meat or fish including, but not limited to meat and fish markets; and includes any establishment or facility in which foods are prepared without the use of fryers, grills or other similar grease generating equipment including, but not limited to, sandwich shops, coffee shops, ice cream parlors, daycares, limited menu concession stands or convenience stores, and bakeries. This does not include industrial facilities.

Food Service-Sales Facility. Any facility in which foods are provided pre-wrapped such as pre-packaged sandwiches or similar foods, candies, and containerized beverages.

Generator. Any person who owns or operates a grease trap/interceptor at a Food Preparation-Service Facility, or whose act or process produces grease trap waste at a Food Preparation-Service Facility.

Grease Trap or Interceptor. A device designed to use differences in specific gravities to separate and retain light density liquids, waterborne fats, oils, and greases prior to the wastewater entering the sanitary sewer collection system. These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the sanitary sewer collection system. Grease traps and interceptors are also referred to herein as “grease trap/interceptors”.

Grease Trap Waste. Material collected in and from a grease trap/interceptor in the sanitary sewer service line of a Food Preparation-Service Facility, including the solids resulting from de-watering processes.

Indirect Discharge or Discharge. The introduction of pollutants into the POTW from any non-domestic source.

Interference. A discharge which alone or in conjunction with a discharge or discharges from other sources inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal, or is a cause of a violation of the City’s TPDES permit.

pH. The measure of the relative acidity or alkalinity of water and is defined as the negative logarithm (base 10) of the hydrogen ion concentration.

POTW or Publicly Owned Treatment Works. The treatment works which is owned by a state or municipality as defined by section 502(4) of the Clean Water Act. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes all sewers, pipes and other conveyances that convey wastewater to a POTW Treatment Plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the indirect

discharges to and the discharges from such a treatment works. For purposes of this Ordinance, the terms “sanitary sewer system” and “POTW” may be used interchangeably.

Sampling Device. An access point such as a sampling well or sample port to allow sampling of the wastewater flow downstream of the grease trap/interceptor which is located, installed and maintained in accordance with the City of Abilene FOG Guidelines and Procedures.

TCEQ. The Texas Commission on Environmental Quality, and its predecessor and successor agencies.

Transporter. A person or entity who is registered with and authorized by the TCEQ to transport sewage sludge, water treatment sludge, domestic septage, chemical toilet waste, grit trap waste, or grease trap waste in accordance with 30 Texas Administrative Code §312.142.

TSS. The value of the test for Total Suspended Solids, as described in the latest edition of “Standard Methods for the Examination of Water & Wastewater.”

User. Any person, including those located outside the jurisdictional limits of the City, who contributes, causes, or permits the contribution or discharge of wastewater into the POTW, including persons who contribute such wastewater from mobile sources.

Sec. 32-402. Installation and Maintenance Requirements

(a) *Installations*

(1) *New Facilities.* New facilities shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with this Ordinance and the City of Abilene FOG Guidelines and Procedures. Grease trap/interceptors shall be subject to plan review and approval by the City prior to construction/installation. Grease trap/interceptors shall be installed and inspected prior to issuance of a certificate of occupancy and a food permit.

(2) *Existing Facilities.*

a. Existing grease trap/interceptors must be operated and maintained in accordance with this Ordinance and the City of Abilene FOG Guidelines and Procedures.

b. Existing facilities shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with the City of Abilene FOG Guidelines and Procedures when any of the following conditions apply:

1. Renovation or expansion of an existing Food Preparation-Service Facility in the following instances: (1) a grease trap/interceptor is non-existent, or (2) a grease trap/interceptor is non-compliant with current FOG Guidelines and Procedures and has a history of non-compliance.
2. Addition of a Food Preparation-Service Facility to an existing structure.
3. If prior to the issuance of a certificate of occupancy, an existing facility has lost its non-conforming use status due to vacancy, any grease trap/interceptor shall be required to be compliant with current FOG Guidelines and Procedures before a new certificate of occupancy can be issued.

Grease trap/interceptors shall be subject to plan review and approval by the City prior to construction/installation. Grease trap/interceptors shall be installed and inspected prior to the issuance of a certificate of occupancy and a food permit.

c. Notwithstanding Item b above, if an existing facility has a grease trap/interceptor that was compliant at the time of original construction, is in good working order, the facility is not increasing its footprint by 50% or more, and the facility does not have a history of non-compliance, a change of ownership or occupancy shall not require the facility to replace the existing grease trap/interceptor with one compliant with the City's current FOG Guidelines and Procedures.

(3) *Single Certificate of Occupancy.* Grease trap/interceptors shall be installed pursuant to a single certificate of occupancy. No person or persons shall allow the use of a single grease trap/interceptor by more than one business as defined by a certificate of occupancy without prior written approval from the City.

(4) **Variance for Grease Trap/Interceptor Installation.**

- a. A variance shall be granted only in situations where an applicant can show factors or circumstances amounting to reasonably justifiable good cause to support such variance. A variance shall not act as a waiver of the requirement for a grease trap/interceptor.
- b. The applicant Generator may make a written request to the City's Building Official for a variance of the grease trap/interceptor installation and/or sizing requirement for a new facility or an existing facility as described in Section II of the Fats, Oils, and Grease (FOG) Guidelines and Procedures.

The Applicant's request shall be received by the Building Official prior to the installation of a new grease trap/interceptor and related appurtenances, or modifications to an existing grease trap/interceptor and related appurtenances. The Building Official and the Director of Water Utilities must provide a joint decision in writing to the applicant within 14 calendar days. The applicant has fourteen (14) calendar days to appeal staff's decision to the City Manager. The decision of the City Manager is final.

(b) *Cleaning and Maintenance*

(1) Grease traps/interceptors shall be maintained in accordance with this ordinance and the City of Abilene FOG Guidelines and Procedures at all times.

(2) A generator shall have all grease trap waste cleaned from the grease trap/interceptor and picked up by a licensed transporter, unless the generator participates in the self-cleaning program as described in the City of Abilene FOG Guidelines and Procedures.

(3) All grease trap waste shall be properly disposed of at a facility in accordance with federal, state, or local regulations.

(4) Each grease trap/interceptor pumped shall be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the trap is fully evacuated within a 24-hour period, in accordance with 30 Texas Administrative Code 312.143.

(5) Existing grease traps/interceptors (50 gallons or less) may be allowed to participate in the self-cleaning program as described in the City of Abilene FOG Guidelines and Procedures.

(6) *Cleaning Schedules*

a. Grease trap/interceptors shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the grease trap/interceptor; that the discharge is in compliance with the BOD, TSS, FOG, and/or pH limits promulgated in the City of Abilene FOG Guidelines and Procedures; and, to ensure that no visible grease is observed in the discharge.

b. Grease trap/interceptors (more than 50 gallons) shall be completely evacuated at a minimum of every ninety (90) days, or more frequently when:

1. Twenty-five (25) percent or more of the wetted height of the grease trap/interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases;
2. The discharge exceeds the BOD, TSS, FOG, and/or pH limits as per the City of Abilene FOG Guidelines and Procedures or,
3. If there is a history of non-compliance.

c. Grease trap/interceptors (50 gallons or less) shall be cleaned and maintained in accordance with the City of Abilene FOG Guidelines and Procedures.

d. Any person who owns or operates a grease trap/interceptor may submit to the City a request in writing for an exception to the required pumping frequency of their grease trap/interceptor. The City may grant an extension for the required cleaning frequency on a case-by-case basis when:

1. The grease trap owner/operator has demonstrated the specific trap will produce an effluent with no visible grease, and based on defensible analytical results, can demonstrate consistent compliance with the BOD, TSS, FOG, or pH limits listed in the City of Abilene FOG Guidelines and Procedures; or
2. Less than 25 percent of the wetted height of the grease trap/interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases.

In addition, the waiver request may include professional comments from the transporter regarding the performance of the grease trap/interceptor. These comments will provide additional insight to the City when reviewing the request.

e. In any event, a grease trap/interceptor shall be fully evacuated, cleaned, and inspected at least once every 365 days.

f. The City may also require grease trap/interceptors to be serviced on a single-event basis or scheduled basis if deemed necessary for the proper operation of the grease trap/interceptor.

- g. In the event that a generator ceases operation of a food preparation-service facility, the grease trap/interceptor at the facility shall be properly cleaned within 30 days of the facility being vacated.

(7) *Manifest Requirements*

- a. Each pump-out of a grease trap/interceptor must be accompanied by a manifest to be used for record keeping purposes.
- b. Manifests must be completed and distributed by the transporter as described in the City of Abilene FOG Guidelines and Procedures.
- c. Manifests shall be maintained on file by the generator and transporter per 30 Texas Administrative Code 312.145 and as described in the City of Abilene FOG Guidelines and Procedures.

Sec. 32-403. Administrative Authority

(a) The City shall have the right to enter the premises of any Generator or Transporter during regular business hours to determine whether the Generator or Transporter is complying with this Ordinance and the City of Abilene FOG Guidelines and Procedures.

(b) The Generator or Transporter shall allow the City ready access to all parts of such premises for purposes of inspection, sampling, and the performance of any of their duties. The failure or refusal to comply with these provisions shall be grounds for enforcement action.

(1) The City shall have the right to set up on the Generator's premises, or require installation of, such devices as are necessary to conduct sampling and/or inspection of the Generator's operations.

(2) Any temporary or permanent obstruction to safe and easy access to the premises to be inspected and/or sampled shall be promptly removed by the Generator at the written or verbal request of the City and shall not be replaced.

(3) Unreasonable delays in allowing the City access to the Generator's premises shall be a violation of this Ordinance.

(c) *Nuisances*

(1) Any premises upon which grease and/or grease trap waste has accumulated and which is emitting noxious or offensive odors, or which is creating an unsanitary or unsafe condition, or which is injurious to the public health is hereby declared to be a nuisance and subject to Chapter 19 of the City Code of Ordinances.

- (2) A vehicle transporting grease trap waste which is leaking or spilling from such vehicle is hereby declared to be a nuisance and subject to Chapter 19 of the Abilene Code of Ordinances.

Sec. 32-404. Enforcement and Penalties

- (a) The City shall have the responsibility for enforcement of the provisions of this Ordinance. The duties of the City shall include ensuring that all Generators and Transporters conform to this Ordinance. The City shall have the authority to adopt policies and procedures consistent with the terms of this Ordinance necessary to implement the provisions of this Ordinance.
- (b) *Violations.* It shall be unlawful for any Generator or Transporter to violate any provision or fail to comply with any of the requirements of this Ordinance or the City of Abilene FOG Guidelines and Procedures. Any Generator or Transporter who has violated or continues to violate the provisions of this Ordinance or the City of Abilene FOG Guidelines and Procedures will be subject to the enforcement actions and penalties outlined herein. Such a Generator or Transporter is referred to herein as a Violator.
- (c) *Enforcement Actions.* The City may pursue the following enforcement actions as appropriate and as described in the City of Abilene FOG Guidelines and Procedures.
 - (1) *Voluntary Compliance.* The City may instruct a Violator that commits any acts prohibited by this Ordinance to achieve voluntary compliance as determined by the City. The City may provide a reasonable amount of time, specific to the occurrence, to remedy the violation.
 - (2) *Notice of Violation.* If the City determines that a Generator or Transporter has violated, or continues to violate, any provision of this Ordinance, a written notice of violation may be provided to the Violator, as described in the City of Abilene FOG Guidelines and Procedures.
 - (3) *Stop Work Orders.* The City shall retain the authority to issue stop work orders to any Violator that commits any acts prohibited by this Ordinance or the City of Abilene FOG Guidelines and Procedures. If the City determines that voluntary compliance is not feasible, and that a facility is operating in a manner that may lead to a sanitary sewer overflow or damage to the POTW, a written stop work order may be issued as described in the City of Abilene FOG Guidelines and Procedures.
 - (4) *Suspension of Service*

a. The City may suspend the water supply and/or sanitary sewer connection for any Violator who continues to violate a previous notice to cease discharge into the POTW and fails to comply with this Ordinance or the City of Abilene FOG Guidelines and Procedures. The Violator will be subject to suspension of service if such measures would abate or reduce the discharge.

b. Emergency Suspension of Service - The City may, without prior notice, suspend the water service and/or sanitary sewer service to a Generator to stop an actual or threatened discharge which presents or may present imminent substantial danger as described in the City of Abilene FOG Guidelines and Procedures.

(d) *Schedule of Penalties*

(1) If the City determines that a Generator is responsible for a blockage of a collection system line, the Generator shall owe a civil penalty of \$1,000 for the first violation, \$1,500 for the second violation, and \$2,000 for the third violation within a two-year period. Civil penalties shall be in addition to reimbursement to the City for all costs incurred by the City in responding to the blockage or overflow. More than three violations within a two-year period shall result in an increase in penalty by \$500 for each additional violation and may also result in termination of services.

(2) Any person violating any of the provisions of this Ordinance or the City of Abilene FOG Guidelines and Procedures shall be subject to voluntary compliance for the first violation, a \$1,000 civil penalty for the second violation, a \$1,500 civil penalty for the third violation, and a \$2,000 civil penalty for the fourth violation within a two-year period. More than four violations within a two-year period will result in a \$500 increase in civil penalty for each additional violation and may result in termination of service.

(e) *Right to Reconsideration and Appeal*

(1) Any person subject to a permit revocation, compliance notice, stop work order, suspension notice, or an emergency order may petition the City Manager to reconsider the basis for the action or order within ten (10) days of the affected person's receipt of notice of such action or order. Receipt of notice is presumed to occur three (3) days following the date the notice is mailed, unless notice is actually received earlier.

(2) In its petition for reconsideration, the person must indicate the provisions of the action or order objected to, the reasons for the objections, any facts that are contested, the facts that support the person's view of the facts, and any alternate terms of the action or order that the person would accept.

(3) Failure to submit a timely written petition for reconsideration shall be deemed a waiver of any further right to reconsideration or review of the order.

(4) Within ten (10) days of receipt of the petition for reconsideration, the City Manager shall, in writing, either grant the petition and withdraw or modify the action or order accordingly, or deny the petition, and such granting or denial shall be timely delivered to the petitioner.

(5) The effect of any compliance action or order shall not be stayed pending reconsideration.

(6) Following final determination by the City Manager on the reconsideration, any adversely affected party may challenge such determination in an appropriate court of competent jurisdiction.

(7) Nothing in this section shall limit the authority of the City to take any other enforcement action or prevent existing or further enforcement action from proceeding unless the same is expressly stayed by the City Manager.

EXHIBIT B (REDLINE)

City of Abilene, Texas Fats, Oils, & Grease (FOG) Guidelines and Procedures

I. General

- A. Purpose and Objectives: The purpose of this document is to aid in the implementation of the FOG Ordinance.
- B. Administration: The City Manager or his/her designated city official shall administer, implement, and enforce this document in conjunction with the FOG Ordinance.
- C. Applicability: All applicability and prohibitions criteria as described in the FOG Ordinance are valid within this document and are incorporated herein.
- D. Definitions: All definitions in the FOG Ordinance are applicable to this document and are incorporated herein.
- E. Approval: All modifications and changes to this document shall be approved by the City Council.

II. Installation Requirements

A. New Food Preparation-Service Facilities

A grease trap/interceptor and sampling device for a new Food Preparation-Service Facility shall be designed, installed, operated, and maintained in accordance with the FOG Ordinance and this document. The design plan shall be submitted to the City for review and approval prior to installation. The grease trap/interceptor and sampling device shall be inspected and approved by the FOG Program Manager prior to issuance of a Certificate of Occupancy and food permit.

B. Existing Food Preparation-Service Facilities

- 1. Existing grease trap/interceptors must be operated and maintained in accordance with the FOG Ordinance and this document.
- 2. All facilities will be required to update their grease trap/interceptor in accordance with the FOG Ordinance and this document when any of the following conditions apply:

a. City inspections indicate the existing grease trap/interceptor is non-compliant with the current FOG Ordinance and this document resulting in FOG in excess of the limit is passing through the device into the City's sanitary sewer system.

a.b. Renovation or expansion of an existing Food Preparation-Service Facility in the following instances: (1) a grease trap/interceptor is non-existent, or (2) an existing grease trap/interceptor is non-compliant with current FOG Guidelines and Procedures and has a history of non-compliance.

b.c. Addition of a Food Preparation-Service Facility to an existing structure

e.d. If prior to the issuance of a certificate of occupancy, an existing facility has lost its non-conforming use status due to vacancy, any grease trap/interceptor shall be required to be compliant with current FOG Guidelines and Procedures before a new certificate of occupancy can be issued.

3. Notwithstanding Item 2 above, if an existing facility has a grease trap/interceptor that was compliant at the time of original construction, is in good working order, the facility is not increasing its footprint by 50% or more, and the facility does not have a history of non-compliance, a change of ownership or occupancy shall not require the facility to replace the existing grease trap/interceptor with one compliant with the City's current FOG Guidelines and Procedures.
4. Facilities which meet one or more of the requirements of II.B.2 above shall design, install, operate, and maintain a grease trap/interceptor and sampling device in accordance with the FOG Ordinance and this document. The design plan shall be submitted to the City's FOG Program Manager for review and approval. The grease trap/interceptor and sampling device installation shall be inspected and approved prior to issuance of a Certificate of Occupancy and food permit.
5. Any existing Food Preparation-Service Facility that does not already have a grease trap/interceptor shall design, install, operate, and maintain a grease trap/interceptor and sampling device in accordance with the FOG Ordinance and this document. The design plan shall be submitted to the City's FOG Program Manager within 90 days of the effective date of the FOG Ordinance. Upon approval, the grease trap/interceptor and sampling device shall be installed within 180 days. Upon written request of the generator, the City Manager may at his or her sole discretion issue an extension of up to an additional 90 days.

~~6. A flow control device controls the rate of flow through a grease trap/interceptor (50 gallons or less) so that the grease has sufficient time to cool and separate from the wastewater. Without such a device, a grease trap/interceptor (50 gallons or less) cannot~~

~~function properly. Existing grease trap/interceptors (50 gallons or less) that do not have a flow control device shall be required to design, install, operate, and maintain such a device in accordance with the FOG Ordinance and this document.~~

C. Sizing Requirements

1. Sizing methods described herein are intended to afford the City's sanitary sewer system a minimum degree of protection from grease.

1.2. Sizing determinations are based on operational data provided by business owners or their contactors. In approving a Generator's grease trap/interceptor design plan, the City does not accept liability for the failure of a system to adequately treat wastewater to achieve effluent quality requirements specified under the FOG ordinance and this document. It is the responsibility of the Generator to insure the appropriate level of treatment necessary for compliance with environmental and wastewater regulations.

2.3. ~~The City accepts three different methodologies to determine a minimum acceptable grease trap/interceptor size to balance the City's wastewater collection and treatment requirements with the unique FOG-producing potential of different types of Food Preparation-Service Facilities. Acceptable grease trap/interceptor sizing shall be accomplished as follows:~~

D. Approved Sizing Methodologies

1. Method A - Uniform Plumbing Code (UPC)

- a. Reference the 2021 UPC, Chapter 10, Traps and Interceptors, Section 1014.0 through 1014.3.7.
- b. This method is approved and recommended by the Texas Commission on Environmental Quality (TCEQ), and the one most commonly used by municipal governments.
- c. Calculated size is determined by the product of number of meals per peak hour, kitchen wastewater flow rate, kitchen retention time, and a kitchen storage factor (see Figure 1. below).
- d. If calculated grease trap/interceptor volume is less than 500 gallons, the City will require a grease trap/interceptor volume of no less than 500 gallons.
- e. If calculated grease trap/interceptor volume is more than 3,000 gallons, the City will permit a grease trap/interceptor volume of 3,000 gallons.

Figure 1. TCEQ Grease Interceptor Sizing Worksheet - Uniform Plumbing Code Formula

Grease Interceptor Sizing Worksheet

The Uniform Plumbing Code Formula

Company		Calculated By		Date	
Project		Location			

Follow these six simple steps to determine grease interceptor size.

Enter Calculations Here	>	No of Meals Per Peak Hours	X	Waste Flow Rate	X	Retention Time	X	Storage Factor	=	Calculated Interceptor Size	Grease Interceptor
		Step 1		Step 2		Step 3		Step 4		Step 5	Step 6

1	Number of Meals Per Peak Hour (Recommended Formula): Seating Capacity X Meal Factor = Meals per Peak Hour Establishment Type: Meal Factor Fast Food (45 min) 1.33 Restaurant (60 min) 1.00 Leisure Dining (90 min) 0.67 Dinner Club (120 min) 0.50	Notes:
2	Waste Flow Rate: Condition Flow Rate With a Dishwashing Machine 6 Gallons Without a Dishwashing Machine 5 Gallons Single Service Kitchen 2 Gallons Food Waste Disposer Only 1 Gallon	Notes:
3	Retention Time Commercial Kitchen Waste Dishwasher 2.5 Hours Single Service Kitchen Single Serving 1.5 Hours	Notes:
4	Storage Factor Kitchen Type Storage Factor Fully Equipped Commercial Hours of Operation 8 Hours 1.00 12 Hours 1.50 16 Hours 2.00 24 Hours 3.00 Single Service Kitchen 1.50	Notes:
5	Calculate Liquid Capacity Multiply the values obtained from step 1, 2, 3 and 4. The result is the approximate grease interceptor size for this application	Notes:
6	Select Grease Interceptor Using the approximate required liquid capacity from step 5, select an appropriate size as recommended by the manufacturer.	Notes:

2. Method B – Manufacturer Recommended Sizing

- a. As new grease trap/interceptor technologies are developed, manufacturers may be able to provide more precise sizing calculations for their product than is provided by Method A.
- b. Prior to receiving City approval, any Food Preparation-Service Facility desiring to use a manufacturer recommended sizing calculation must submit the formula used and rationale for its use.
- c. This rationale shall include the following:
 - i. All sizing calculations relevant to the requested facility;
 - ii. Site-specific drawings of the proposed grease trap/interceptor installation;
 - iii. Documentation of the ability of the proposed grease trap/interceptor to meet effluent quality requirements, and
 - iv. Manufacturer's documentation describing the methodology for determining the appropriate size of device.

3. Variance to Methods A and B for Food Preparation-Service Facilities with minimal FOG impact to collection system

- a. Per Section 32.402(a)(4) of the FOG Ordinance, a Food Preparation-Service Facility owner can request that the City Building Official and the Director of Water Utilities approve a variance to using Methods A or B if it is anticipated both would provide unnecessary and excessive issues for its unique type of business.
- b. The Applicant's request for a variance must include in the request the factors which would justify a variance from the UPC or manufacturer's recommended sizing, including the required items listed below, to ensure the variance would not be detrimental to City infrastructure:
 - i. List of the kitchen cooking and cleaning equipment and drains
 - ii. Description of general kitchen operations
 - iii. Type, description and size of proposed grease trap/interceptor
 - iv. Results from calculations derived using Methods A or B
 - v. Maintenance and cleaning plan consistent with outflow quality limits
 - vi. Proposed grease trap/interceptor location relative to facility's internal and property dimensions
- c. After analysis of this information, the City will conduct a site survey of the facility to finalize its investigation. Questions needing to be addressed may include, but are not limited to:
 - i. Is there sufficient room outside for an appropriately sized gravity grease trap/interceptor

- ii. Is there sufficient room inside for an appropriately sized hydro-mechanical grease trap/interceptor
- iii. Are food items prepared onsite using a deep fryer, griddle, grill, stove, oven or wok?
- iv. Are all food items assembled onsite using various prepackaged components, including meat and/or dairy products?
- v. Are all food items prepared offsite and prepped for serving onsite using only a microwave or a counter-mounted appliance?
- vi. Are food and beverages served using washable, reusable tableware or only with disposable tableware?
- vii. Do beverage orders make up 75% or more of total customer orders?
- viii. Is serving capacity greater than 40 seats or 40 onsite-prepared meals per peak hour?
- ix. Is serving capacity less than or equal to 40 seats or on-site prepared meals per peak hour?

d. The applicant will receive a written response either approving or denying the request for a variance to Methods A and B.

~~a. Sizing according to formula Method A below.~~

~~b. Where sizing formulas result in a calculated grease trap/interceptor volume of less than 1,000 gallons, a grease trap/interceptor volume of 1,000 gallons will be required for the installation. Under no circumstances, will a grease trap/interceptor volume of less than 1,000 gallons be permitted.~~

~~c. In instances where sizing formulas result in a calculated grease trap/interceptor volume of more than 3,000 gallons, a grease trap/interceptor volume of 3,000 gallons will be permitted.~~

~~3. Hydro-mechanical grease interceptors must be equivalent to the sizing calculated in H.C.2.~~

D. Sizing Formulas

~~It is the responsibility of the Generator to ensure that the wastewater discharged from the Generator's facility is in compliance with the City's discharge limitations. For the purpose of design plan review, a general assessment of grease trap/interceptor design and size will be performed using the following formulas. These formulas have been demonstrated as industry standards capable of achieving the City's discharge criteria when systems are maintained in proper condition.~~

~~1. Method A — Uniform Plumbing Code (UPC), Appendix H~~

~~Number of meals x waste flow x retention x storage = Size Requirement
Per peak hour (a) rate (b) time (c) factor (d) (liquid capacity)~~

~~Factors:~~

~~(a) Number of meals served at peak operating hour (Seating Capacity) x Peak Factor~~

~~i. Where Peak Factor for Fast Food is1.33~~

~~ii. And, Peak Factor for all other food service types is 1.00~~

~~(b) Waste Flow Rate~~

~~i. With Dishwasher.....6 gallon flow~~

~~ii. Without Dishwasher.....5 gallon flow~~

~~iii. Single Service kitchen.....2 gallon flow~~

~~iv. Food waste disposer.....1 gallon flow~~

~~(c) Retention Time~~

~~i. Commercial kitchen waste/dishwasher.....2.5 hours~~

~~ii. Single service kitchen/single serving.....1.5 hours~~

~~(d) Storage Factor~~

~~i. Fully equipped commercial kitchen w/8 hr operation.....1.0~~

~~ii. Fully equipped commercial kitchen w/12 hr operation.....1.5~~

~~iii. Fully equipped commercial kitchen w/16 hr operation.....2.0~~

~~iv. Fully equipped commercial kitchen w/24 hr operation.....3.0~~

~~v. Single Service kitchen.....1.5~~

~~2. Method B — Alternative Method Supplied by Professional Engineer~~

~~Any Food Preparation Service Facility that proposes to use alternate sizing techniques and/or procedures that result in specifications that differ from calculated requirements, must submit formulas and other bases to support proposed grease trap/interceptor size. The alternative method submittal shall include the following:~~

~~a. All calculations with recommended sizing for the specific site;~~

~~b. Site specific drawings of the proposed grease trap/interceptor installation;~~

~~c. Documentation of the ability of the proposed grease trap/interceptor to meet effluent quality requirements, and~~

~~d. Plans and calculations signed and sealed by a Texas Licensed Professional Engineer.~~

~~The alternative method submittal must be provided to the City for review and approval. Failure to include all of the above will result in the use of the UPC size criteria. Under no circumstances will a grease trap/interceptor smaller than 1,000 gallons be accepted.~~

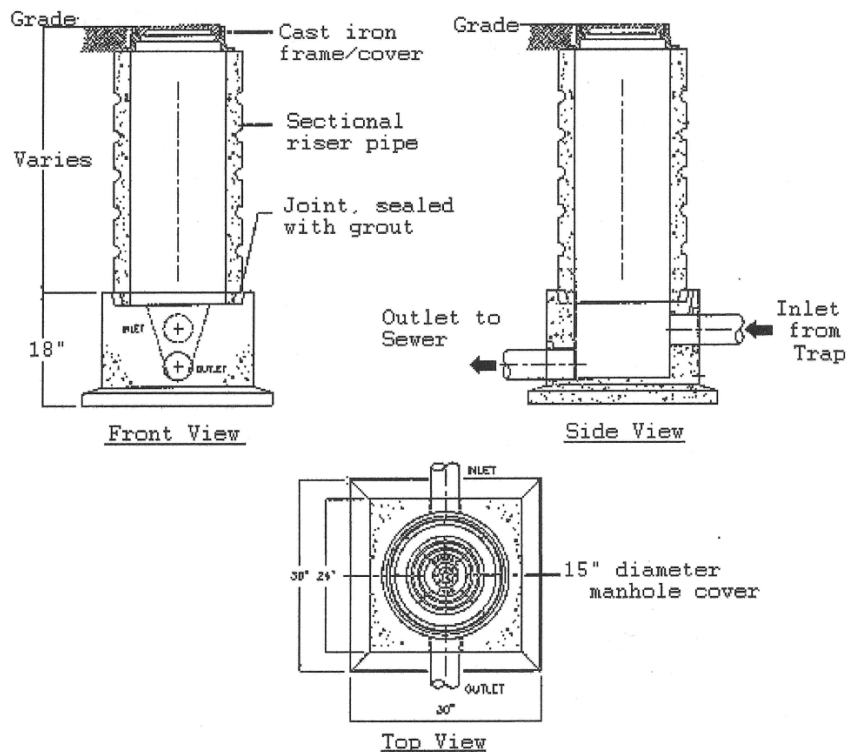
E. Other Design Criteria

1. A grease-bearing source is any equipment or fixture located within the food preparation areas such as three-compartment sinks, pot/pan sinks, hand-washing sinks, pre-rinse stations, dishwashers, mop sinks, and floor drains which may contain wastewater containing grease.
2. All grease-bearing sources shall be routed through a grease trap/interceptor.
3. A grease trap/interceptor must be installed at a distance of 8 - 10 feet downstream from the last grease-bearing source to allow for adequate cooling of the wastewater, while also preventing grease solidification in the lines.
4. The temperature of the wastewater shall be less than 110 degrees Fahrenheit prior to entering the grease trap/interceptor.
5. Each grease trap/interceptor shall be constructed with a minimum of one baffle wall.
6. Drains that receive “clear waste” only, such as from ice machines, condensate from coils and drink stations, may be plumbed to directly into the sanitary system without passing through the grease trap/interceptor.
7. Grease trap/interceptors shall not receive domestic wastewater or sewage.
8. Grease trap/interceptors must be accessible for service by appropriate vehicles and equipment.
- 8.9. A flow control device controls the rate of flow through a grease trap/interceptor (50 gallons or less) so that the grease has sufficient time to cool and separate from the wastewater. Without such a device, a grease trap/interceptor (50 gallons or less) cannot function properly. Existing grease trap/interceptors (50 gallons or less) that do not have a flow control device shall be required to design, install, operate, and maintain such a device in accordance with the FOG Ordinance and this document.

F. Sampling Devices

1. Each grease trap/interceptor must be installed with an effluent sampling well, equivalent to the following:
2. Sampling wells will have a minimum 15" diameter access with ring and lid and a minimum 4" drop from inlet to outlet piping through the sampling well.
3. An existing facility with an interior, above-floor installed grease trap/interceptor may install an effluent valve assembly which allows for sample collection instead of a sampling well.

Figure 2. Typical Sampling Well.



~~2.4. Sampling wells will have a minimum 15" diameter access with ring and lid and a minimum 4" drop from inlet to outlet piping through the sampling well.~~

III. Cleaning and Maintenance Requirements

- A. Grease trap/interceptors shall be operated and maintained at all times in accordance with the FOG Ordinance and this document.

B. Cleaning Schedule

1. Each grease trap/interceptor (more than 50 gallons) shall be cleaned at a frequency as described in the FOG Ordinance and this document.
2. Each grease trap/interceptor (50 gallons or less) shall be cleaned at least monthly, or more often as necessary to insure the wastewater discharge contains no visible grease and meets the BOD, FOG, pH, and TSS discharge limits described herein.
3. Existing facilities without sampling devices
 - a. Since many of the existing grease trap/interceptors do not have sampling devices at the time the FOG Ordinance goes into effect, a Generator at such a facility will have to rely on the 25% rule to determine if the grease trap/interceptor needs pumping. This can be difficult to measure without a sampling pole. Therefore, the City provides this general rule of thumb as a guide to assist Generators in making the determination. In general, the 25% rule has been met when the grease layer (top layer) is 5-6 inches thick for grease trap/interceptor (more than 50 gallons) and 2-3 inches thick for a grease trap/interceptor (50 gallons or less).
 - b. If the 25% rule is met before the next scheduled pump out, then the grease trap/interceptor shall be pumped more often.
 - c. Alternatively, an existing facility may choose to install a sampling device in accordance with the FOG Ordinance and this document in order to base the cleaning frequency on the actual discharge data from their grease trap/interceptor. An existing facility with an interior, above-floor installed grease trap/interceptor may install an effluent valve assembly which allows for sample collection instead of a sampling well.
4. If the 25% rule and sampling results differ for a grease trap/interceptor, the sampling results will prevail since they measure the discharge that is actually leaving the grease trap/interceptor and entering the POTW.
5. Facilities that are seasonal or have irregular operation schedules may request an alternate cleaning schedule that will be appropriate for their facility. Alternate cleaning schedule requests will be addressed by the City on a case by case basis. The request must be made to the City's FOG Program Manager in writing and include the following:
 - a. Business name and street address

- b. Grease trap/interceptor operator name, title, and phone number
- c. Description of operation schedule
- d. Size and location of grease trap/interceptor
- e. Number of meals served during peak hour of operation

~~Alternate cleaning schedule requests will be addressed by the City on a case by case basis.~~

C. Cleaning Procedures

1. All cleaning and pumping of grease trap/interceptors shall be conducted by a Transporter as defined in the FOG Ordinance, unless the Generator is a participant in the Self-Cleaning Program as defined in Section III.D.
- ~~2.~~ The Generator shall supervise the cleaning and pumping of the grease trap/interceptor.
3. The following cleaning and pumping procedures shall be utilized by the Transporter during each cleaning event:
 - ~~1.~~a. Break up and remove grease layer.
 - ~~2.~~b. Scrape and wash sides of grease trap/interceptor, removing some of the liquid layer as necessary.
 - ~~3.~~c. Verify that all crossover holes are clear and functioning.
 - ~~4.~~d. Clean and inspect baffles for damage.
 - ~~5.~~e. Completely pump out remaining liquid and solids unless the grease trap/interceptor volume is greater than the tank capacity of the transport vehicle in which case the Transporter shall arrange or provide additional transportation capacity so that the grease trap/interceptor is fully evacuated within a 24-hour period per the FOG Ordinance.
 - ~~6.~~f. Skimming the surface layer of the waste material, partial cleaning of the grease trap/interceptor, or use of any method which does not remove the entire contents of the grease trap/interceptor is prohibited as described in the FOG Ordinance.
 - ~~7.~~g. Inspect grease trap/interceptor for damage, photograph any areas that may need maintenance or repair, and report findings to Generator.
 - ~~8.~~h. Document findings on the trip ticket.

D. Self-Cleaning Program

1. Grease trap/interceptor self-cleaning operators must receive approval from the FOG Program Manager~~POTW~~ annually prior to removing grease from their own grease trap/interceptor located inside a building, provided:
 - a. The grease trap/interceptor is no more than fifty (50) gallons in liquid/operating capacity.
 - b. Proper on-site material disposal methods are implemented (e.g. absorb liquids into solid form and dispose into trash).
 - c. Grease trap waste is placed in a leak proof, sealable container(s) located on the premises and in an area for the transporter to pump-out; and
 - d. Detailed records of these activities are maintained.
2. Grease trap self-cleaning operators must submit a completed self-cleaning request to the City for approval. The written request shall include the following information:
 - a. Business name and street address.
 - b. Grease trap/interceptor operator name, title, and phone number.
 - c. Description of maintenance frequency, method of disposal, method of cleaning and size (in gallons) of the grease trap/interceptor; and
 - d. Signed statement that the operator will maintain records of waste disposal and produce them for compliance inspections.
3. Self-cleaners must adhere to all the requirements, procedures, and detailed record keeping outlined in their approved application, to ensure compliance with this ordinance. A maintenance log shall be kept by self-cleaning operators that indicates, at a minimum, the following information:
 - a. Date the grease trap/interceptor was serviced.
 - b. Name of the person or company servicing the grease trap/interceptor.
 - c. Waste disposal method used.

- d. Gallons of grease removed and disposed of.
 - e. Waste oil added to grease trap/interceptor waste; and
 - f. Signature of the operator after each cleaning that certifies that all grease was removed, disposed of properly, grease trap/interceptor was thoroughly cleaned, and that all parts were replaced and in operable condition.
 - g. Keep maintenance logs onsite for five years from the date of cleaning.
4. Violations incurred by grease trap self-cleaners will be subject to enforcement action including fines and/or removal from the self-cleaner program.

IV. Wastewater Discharge Limits

- A. Wastewater discharge limits shall be monitored at the sampling device by means of a grab sample.
- B. There shall be no visible grease in the grab sample.
- C. The FOG concentration limit is 200 mg/L or less.
- D. The BOD limit is 250 mg/L or less.
- E. The TSS limit is 250 mg/L or less.
- F. The pH must be between 5 and 11.

V. Manifest Requirements

- A. Each pump-out of a grease trap/interceptor by a Transporter must be accompanied by a manifest to be used for record keeping purposes.
- B. Persons who generate, collect, and transport grease waste shall maintain a record of each individual collection and deposit. Such records shall be in the form of a manifest. The manifest shall include:
 - 1. name, address, telephone, and TCEQ registration number of Transporter;
 - 2. name, signature, address, and phone number of the Generator and the date collected;

3. type and amount(s) of waste collected or transported;
4. name and signature(s) of responsible person(s) collecting, transporting, and depositing the waste;
5. date and place where the waste was deposited;
6. identification (permit or site registration number, location, and operator) of the facility where the waste was deposited;
7. name and signature of the facility on-site representative acknowledging receipt of the waste and the amount of waste received;
8. the volume of the grease waste received; and
9. a consecutive numerical tracking number to assist Transporters, Generators, and regulating authorities in tracking the volume of grease waste transported.

C. Manifests shall be divided into five parts and records shall be maintained as follows:

1. One part of the manifest shall have the Generator and Transporter information completed and shall be given to the Generator at the time of waste pickup.
2. The remaining four parts of the manifest shall have all required information completely filled out and signed by the appropriate party before distribution of the manifest.
3. One part of the manifest shall go to the receiving facility.
4. One part shall go to the Transporter, who shall retain a copy of all manifests showing the collection and disposition of waste. The manifests shall be readily available for review by the City.
5. One copy of the manifest shall be returned by the Transporter to the Generator within 15 days after the waste is received at the disposal or processing facility.
6. Copies of manifests returned to the Generator shall be retained on-site by the Generator for five years and be readily available for review by the FOG Program ManagerPOTW.

VI. Administrative Authority and Enforcement

A. All administrative authority, including right of entry, inspection, and sampling, as well as enforcement procedures and criteria as described in the FOG Ordinance are valid within this document and are incorporated herein.

B. Enforcement Actions

1. Voluntary Compliance – The City may instruct a Violator that commits any acts prohibited by the FOG Ordinance or this document to achieve voluntary compliance as determined by the City. The City may provide a reasonable amount of time, specific to the occurrence, to remedy the violation.
2. Notice of Violation – If the City determines that a Generator or Transporter has violated, or continues to violate, any provision of the FOG Ordinance or this document, a written notice of violation will be provided to the Violator, unless an emergency condition exists.
 - a. The notice shall state the measures required to come into full compliance and shall specify the time within which such measures shall be completed.
 - b. Failure to comply within the time specified shall be a separate offense and subject to the penalties described in the FOG Ordinance.
 - c. Issuance of a notice of violation shall not be a bar against, or a prerequisite for, taking any other action against the Violator.
3. Stop Work Orders
 - a. The City shall retain the authority to issue stop work orders to any Violator that commits any acts prohibited by the FOG Ordinance or this document.
 - b. If the City determines that voluntary compliance is not feasible, and that a facility is operating in a manner that may lead to a sanitary sewer overflow or damage to the POTW, a written stop work order may be issued and such work shall be immediately terminated.
 - c. The stop work order shall be provided to the Violator and shall state the conditions required to come into compliance. Work may not be resumed until the City has verified that the conditions of the stop work order have been met.
 - d. Issuance of a stop work order shall not be a bar against, or a prerequisite for, taking any other action against the Violator.
4. Suspension of Service

- a. The City may suspend the water supply and/or sanitary sewer connection for any Violator who continues to violate a previous notice to cease discharge into the POTW and fails to comply with the FOG Ordinance or this document. The water supply and/or sanitary sewer connection will be subject to suspension if such measures would abate or reduce the discharge.
- b. The City will notify a Violator of the proposed suspension of its water supply and/or sanitary sewer connection. The Violator may petition the City for a reconsideration hearing and then may petition the municipal court if dissatisfied with the City's decision.
- c. The City shall not reinstate the suspended water supply and/or sanitary sewer connection services to the Violator until:
 - i. The Violator presents satisfactory evidence to the City that the non-complying wastewater discharge has been eliminated and its cause determined and corrected; and
 - ii. The Violator reimburses the City for all costs incurred in suspending and reinstating the water supply and/or sanitary sewer connection. The Violator shall be responsible to the City for all costs of testing, containment, cleanup, abatement, removal and disposal of any substance unlawfully discharged into the POTW incurred by the City while responding to, abating, and remediating the unlawful discharge.
- d. Emergency Suspension of Service - The City may, without prior notice, suspend the water service and/or sanitary sewer service to a Generator to stop an actual or threatened discharge which:
 - i. Presents or may present imminent substantial danger to the environment or to the health or welfare of persons;
 - ii. Presents or may present imminent substantial danger to the POTW (including pass through or interference), municipal storm water drainage system, or waters of the United States; or

As soon as practicable after the emergency suspension of service, the City shall notify the Violator of the suspension of service. Service shall be reinstated as per Section VI.B.4.c above.

- e. A Generator commits a separate offense if the Generator reinstates water service and/or sanitary sewer service to the premises suspended or disconnected pursuant to this section, without the prior written approval of the City.
- f. Suspension of service shall not be a bar against, or a prerequisite for, taking other action against a Violator as allowed by law.

Exhibit A

ARTICLE VIII. FATS, OILS, & GREASE

Sec. 32-401. General Provisions

(a) *Purpose and Objectives.* In order to protect public health, the sanitary sewer system, and the environment, this article sets forth uniform requirements for fats, oils, and grease (FOG) generators and grease trap waste transporters operating in the City of Abilene and enables the City to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code S 1251 et seq.). The objectives of this article are:

- (1) To aid in the prevention of sanitary sewer overflows resulting from blockages and obstructions due to the accumulation of fats, oils, and grease ,
- (2) To promote the proper maintenance of grease traps/interceptors; and,
- (3) To ensure the proper handling, disposal, transport and tracking of grease trap waste.

(b) *Administration.* The City Manager or his/her designated city official shall administer, implement, and enforce the provisions of this ordinance and is authorized to promulgate such policies, guidelines and procedures as shall be reasonable and necessary to carry out its provisions. Any powers granted to or duties imposed in this chapter upon the City Manager may be delegated to other city personnel. The City of Abilene Guidelines and Procedures document shall be reviewed annually by staff to determine if changes or updates are necessary. If so, staff recommendations shall be submitted to the City Manager for review and approval. The City Manager may consider a change to the Guidelines and Procedures document outside of the annual review period if a time-sensitive situation arises.

(c) *Applicability and Prohibitions.*

- (1) This ordinance shall apply to all non-domestic users of the Publicly Owned Treatment Works (POTW), as defined in Section 32-401(d) of this Ordinance.
- (2) Grease traps/interceptors shall not be required for residential users or for Food Service-Sales Facilities.
- (3) Each generator shall install, use, and maintain an appropriate grease trap/interceptor as required in the City of Abilene FOG Guidelines and Procedures.

(4) No user may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, non-biodegradable cutting oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin into the POTW system in such amounts as to cause interference with the collection and treatment system, or as to cause pollutants to pass through the treatment works into the environment, or that would otherwise be removed with a properly sized, installed, operated and maintained grease trap/interceptor.

(d) *Definitions.* Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated.

Act. The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.

BOD. The value of the 5-day test for Biochemical Oxygen Demand, as described in the latest edition of “Standard Methods for the Examination of Water & Wastewater.”

City. The City Manager of the City of Abilene or his/her duly authorized representative.

City of Abilene FOG Guidelines and Procedures. The detailed document prepared and provided by the City to aid generators, transporters, and non-domestic users in implementation of the FOG Ordinance.

Disposal Site. A permitted site or part of a site at which grease trap waste is processed, treated, and/or intentionally placed into or on any land and at which the waste will remain after site closure.

Disposer. A person who receives, stores, retains, processes or disposes of grease trap waste.

EPA. The United States Environmental Protection Agency.

Fats, Oils, & Grease (FOG). Organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measureable using analytical test procedures established in 40 CFR Part 136, as may be amended from time to time. All are sometimes referred to herein as “grease” or “greases”.

Food Preparation-Service Facility (Facility). Any facility generating fats, oils, or grease as a result of food preparation and food service to include, but not limited to, restaurants, cafeterias, hospitals, hotels and motels, prisons, nursing homes, and any other facility preparing, serving, or otherwise making any foodstuff available for human consumption. This definition includes any facility in which foods are prepared utilizing a grill, griddle, deep-fat fryer, commercial range or oven, broiler, rotisserie, charbroiler, smoker, wok/stir-fry, and/or similar food preparation equipment including, but not limited to, cafeterias, fast food and full service restaurants, pizza

preparation, donut preparation, and wholesale food preparation; and any facility with area(s) subject to flooding type or wet cleaning processes due to the cutting or grinding of meat or fish including, but not limited to meat and fish markets; and includes any establishment or facility in which foods are prepared without the use of fryers, grills or other similar grease generating equipment including, but not limited to, sandwich shops, coffee shops, ice cream parlors, daycares, limited menu concession stands or convenience stores, and bakeries. This does not include industrial facilities.

Food Service-Sales Facility. Any facility in which foods are provided pre-wrapped such as pre-packaged sandwiches or similar foods, candies, and containerized beverages.

Generator. Any person who owns or operates a grease trap/interceptor at a Food Preparation-Service Facility, or whose act or process produces grease trap waste at a Food Preparation-Service Facility.

Grease Trap or Interceptor. A device designed to use differences in specific gravities to separate and retain light density liquids, waterborne fats, oils, and greases prior to the wastewater entering the sanitary sewer collection system. These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the sanitary sewer collection system. Grease traps and interceptors are also referred to herein as “grease trap/interceptors”.

Grease Trap Waste. Material collected in and from a grease trap/interceptor in the sanitary sewer service line of a Food Preparation-Service Facility, including the solids resulting from de-watering processes.

Indirect Discharge or Discharge. The introduction of pollutants into the POTW from any non-domestic source.

Interference. A discharge which alone or in conjunction with a discharge or discharges from other sources inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal, or is a cause of a violation of the City’s TPDES permit.

pH. The measure of the relative acidity or alkalinity of water and is defined as the negative logarithm (base 10) of the hydrogen ion concentration.

POTW or Publicly Owned Treatment Works. The treatment works which is owned by a state or municipality as defined by section 502(4) of the Clean Water Act. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes all sewers, pipes and other conveyances that convey wastewater to a POTW Treatment Plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the indirect

discharges to and the discharges from such a treatment works. For purposes of this Ordinance, the terms “sanitary sewer system” and “POTW” may be used interchangeably.

Sampling Device. An access point such as a sampling well or sample port to allow sampling of the wastewater flow downstream of the grease trap/interceptor which is located, installed and maintained in accordance with the City of Abilene FOG Guidelines and Procedures.

TCEQ. The Texas Commission on Environmental Quality, and its predecessor and successor agencies.

Transporter. A person or entity who is registered with and authorized by the TCEQ to transport sewage sludge, water treatment sludge, domestic septage, chemical toilet waste, grit trap waste, or grease trap waste in accordance with 30 Texas Administrative Code §312.142.

TSS. The value of the test for Total Suspended Solids, as described in the latest edition of “Standard Methods for the Examination of Water & Wastewater.”

User. Any person, including those located outside the jurisdictional limits of the City, who contributes, causes, or permits the contribution or discharge of wastewater into the POTW, including persons who contribute such wastewater from mobile sources.

Sec. 32-402. Installation and Maintenance Requirements

(a) *Installations*

(1) *New Facilities.* New facilities shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with this Ordinance and the City of Abilene FOG Guidelines and Procedures. Grease trap/interceptors shall be subject to plan review and approval by the City prior to construction/installation. Grease trap/interceptors shall be installed and inspected prior to issuance of a certificate of occupancy and a food permit.

(2) *Existing Facilities.*

a. Existing grease trap/interceptors must be operated and maintained in accordance with this Ordinance and the City of Abilene FOG Guidelines and Procedures.

b. Existing facilities shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with the City of Abilene FOG Guidelines and Procedures when any of the following conditions apply:

1. Renovation or expansion of an existing Food Preparation-Service Facility in the following instances: (1) a grease trap/interceptor is non-existent, or (2) a grease trap/interceptor is non-compliant with current FOG Guidelines and Procedures and has a history of non-compliance.
2. Addition of a Food Preparation-Service Facility to an existing structure.
3. If prior to the issuance of a certificate of occupancy, an existing facility has lost its non-conforming use status due to vacancy, any grease trap/interceptor shall be required to be compliant with current FOG Guidelines and Procedures before a new certificate of occupancy can be issued.

Grease trap/interceptors shall be subject to plan review and approval by the City prior to construction/installation. Grease trap/interceptors shall be installed and inspected prior to the issuance of a certificate of occupancy and a food permit.

c. Notwithstanding Item b above, if an existing facility has a grease trap/interceptor that was compliant at the time of original construction, is in good working order, the facility is not increasing its footprint by 50% or more, and the facility does not have a history of non-compliance, a change of ownership or occupancy shall not require the facility to replace the existing grease trap/interceptor with one compliant with the City's current FOG Guidelines and Procedures.

(3) *Single Certificate of Occupancy.* Grease trap/interceptors shall be installed pursuant to a single certificate of occupancy. No person or persons shall allow the use of a single grease trap/interceptor by more than one business as defined by a certificate of occupancy without prior written approval from the City.

(4) *Variance for Grease Trap/Interceptor Installation.*

- a. A variance shall be granted only in situations where an applicant can show factors or circumstances amounting to reasonably justifiable good cause to support such variance. A variance shall not act as a waiver of the requirement for a grease trap/interceptor.
- b. The applicant Generator may make a written request to the City's Building Official for a variance of the grease trap/interceptor installation and/or sizing requirement for a new facility or an existing facility as described in Section II of the Fats, Oils, and Grease (FOG) Guidelines and Procedures.

The Applicant's request shall be received by the Building Official prior to the installation of a new grease trap/interceptor and related appurtenances, or modifications to an existing grease trap/interceptor and related appurtenances. The Building Official and the Director of Water Utilities must provide a joint decision in writing to the applicant within 14 calendar days. The applicant has fourteen (14) calendar days to appeal staff's decision to the City Manager. The decision of the City Manager is final.

(b) *Cleaning and Maintenance*

(1) Grease traps/interceptors shall be maintained in accordance with this ordinance and the City of Abilene FOG Guidelines and Procedures at all times.

(2) A generator shall have all grease trap waste cleaned from the grease trap/interceptor and picked up by a licensed transporter, unless the generator participates in the self-cleaning program as described in the City of Abilene FOG Guidelines and Procedures.

(3) All grease trap waste shall be properly disposed of at a facility in accordance with federal, state, or local regulations.

(4) Each grease trap/interceptor pumped shall be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the trap is fully evacuated within a 24-hour period, in accordance with 30 Texas Administrative Code 312.143.

(5) Existing grease traps/interceptors (50 gallons or less) may be allowed to participate in the self-cleaning program as described in the City of Abilene FOG Guidelines and Procedures.

(6) *Cleaning Schedules*

a. Grease trap/interceptors shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the grease trap/interceptor; that the discharge is in compliance with the BOD, TSS, FOG, and/or pH limits promulgated in the City of Abilene FOG Guidelines and Procedures; and, to ensure that no visible grease is observed in the discharge.

b. Grease trap/interceptors (more than 50 gallons) shall be completely evacuated at a minimum of every ninety (90) days, or more frequently when:

1. Twenty-five (25) percent or more of the wetted height of the grease trap/interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases;
2. The discharge exceeds the BOD, TSS, FOG, and/or pH limits as per the City of Abilene FOG Guidelines and Procedures or,
3. If there is a history of non-compliance.

c. Grease trap/interceptors (50 gallons or less) shall be cleaned and maintained in accordance with the City of Abilene FOG Guidelines and Procedures.

d. Any person who owns or operates a grease trap/interceptor may submit to the City a request in writing for an exception to the required pumping frequency of their grease trap/interceptor. The City may grant an extension for the required cleaning frequency on a case-by-case basis when:

1. The grease trap owner/operator has demonstrated the specific trap will produce an effluent with no visible grease, and based on defensible analytical results, can demonstrate consistent compliance with the BOD, TSS, FOG, or pH limits listed in the City of Abilene FOG Guidelines and Procedures; or
2. Less than 25 percent of the wetted height of the grease trap/interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases.

In addition, the waiver request may include professional comments from the transporter regarding the performance of the grease trap/interceptor. These comments will provide additional insight to the City when reviewing the request.

e. In any event, a grease trap/interceptor shall be fully evacuated, cleaned, and inspected at least once every 365 days.

f. The City may also require grease trap/interceptors to be serviced on a single-event basis or scheduled basis if deemed necessary for the proper operation of the grease trap/interceptor.

- g. In the event that a generator ceases operation of a food preparation-service facility, the grease trap/interceptor at the facility shall be properly cleaned within 30 days of the facility being vacated.

(7) *Manifest Requirements*

- a. Each pump-out of a grease trap/interceptor must be accompanied by a manifest to be used for record keeping purposes.
- b. Manifests must be completed and distributed by the transporter as described in the City of Abilene FOG Guidelines and Procedures.
- c. Manifests shall be maintained on file by the generator and transporter per 30 Texas Administrative Code 312.145 and as described in the City of Abilene FOG Guidelines and Procedures.

Sec. 32-403. Administrative Authority

(a) The City shall have the right to enter the premises of any Generator or Transporter during regular business hours to determine whether the Generator or Transporter is complying with this Ordinance and the City of Abilene FOG Guidelines and Procedures.

(b) The Generator or Transporter shall allow the City ready access to all parts of such premises for purposes of inspection, sampling, and the performance of any of their duties. The failure or refusal to comply with these provisions shall be grounds for enforcement action.

(1) The City shall have the right to set up on the Generator's premises, or require installation of, such devices as are necessary to conduct sampling and/or inspection of the Generator's operations.

(2) Any temporary or permanent obstruction to safe and easy access to the premises to be inspected and/or sampled shall be promptly removed by the Generator at the written or verbal request of the City and shall not be replaced.

(3) Unreasonable delays in allowing the City access to the Generator's premises shall be a violation of this Ordinance.

(c) *Nuisances*

(1) Any premises upon which grease and/or grease trap waste has accumulated and which is emitting noxious or offensive odors, or which is creating an unsanitary or unsafe condition, or which is injurious to the public health is hereby declared to be a nuisance and subject to Chapter 19 of the City Code of Ordinances.

- (2) A vehicle transporting grease trap waste which is leaking or spilling from such vehicle is hereby declared to be a nuisance and subject to Chapter 19 of the Abilene Code of Ordinances.

Sec. 32-404. Enforcement and Penalties

- (a) The City shall have the responsibility for enforcement of the provisions of this Ordinance. The duties of the City shall include ensuring that all Generators and Transporters conform to this Ordinance. The City shall have the authority to adopt policies and procedures consistent with the terms of this Ordinance necessary to implement the provisions of this Ordinance.
- (b) *Violations.* It shall be unlawful for any Generator or Transporter to violate any provision or fail to comply with any of the requirements of this Ordinance or the City of Abilene FOG Guidelines and Procedures. Any Generator or Transporter who has violated or continues to violate the provisions of this Ordinance or the City of Abilene FOG Guidelines and Procedures will be subject to the enforcement actions and penalties outlined herein. Such a Generator or Transporter is referred to herein as a Violator.
- (c) *Enforcement Actions.* The City may pursue the following enforcement actions as appropriate and as described in the City of Abilene FOG Guidelines and Procedures.
- (1) *Voluntary Compliance.* The City may instruct a Violator that commits any acts prohibited by this Ordinance to achieve voluntary compliance as determined by the City. The City may provide a reasonable amount of time, specific to the occurrence, to remedy the violation.
- (2) *Notice of Violation.* If the City determines that a Generator or Transporter has violated, or continues to violate, any provision of this Ordinance, a written notice of violation may be provided to the Violator, as described in the City of Abilene FOG Guidelines and Procedures.
- (3) *Stop Work Orders.* The City shall retain the authority to issue stop work orders to any Violator that commits any acts prohibited by this Ordinance or the City of Abilene FOG Guidelines and Procedures. If the City determines that voluntary compliance is not feasible, and that a facility is operating in a manner that may lead to a sanitary sewer overflow or damage to the POTW, a written stop work order may be issued as described in the City of Abilene FOG Guidelines and Procedures.
- (4) *Suspension of Service*

a. The City may suspend the water supply and/or sanitary sewer connection for any Violator who continues to violate a previous notice to cease discharge into the POTW and fails to comply with this Ordinance or the City of Abilene FOG Guidelines and Procedures. The Violator will be subject to suspension of service if such measures would abate or reduce the discharge.

b. Emergency Suspension of Service - The City may, without prior notice, suspend the water service and/or sanitary sewer service to a Generator to stop an actual or threatened discharge which presents or may present imminent substantial danger as described in the City of Abilene FOG Guidelines and Procedures.

(d) *Schedule of Penalties*

(1) If the City determines that a Generator is responsible for a blockage of a collection system line, the Generator shall owe a civil penalty of \$1,000 for the first violation, \$1,500 for the second violation, and \$2,000 for the third violation within a two-year period. Civil penalties shall be in addition to reimbursement to the City for all costs incurred by the City in responding to the blockage or overflow. More than three violations within a two-year period shall result in an increase in penalty by \$500 for each additional violation and may also result in termination of services.

(2) Any person violating any of the provisions of this Ordinance or the City of Abilene FOG Guidelines and Procedures shall be subject to voluntary compliance for the first violation, a \$1,000 civil penalty for the second violation, a \$1,500 civil penalty for the third violation, and a \$2,000 civil penalty for the fourth violation within a two-year period. More than four violations within a two-year period will result in a \$500 increase in civil penalty for each additional violation and may result in termination of service.

(e) *Right to Reconsideration and Appeal*

(1) Any person subject to a permit revocation, compliance notice, stop work order, suspension notice, or an emergency order may petition the City Manager to reconsider the basis for the action or order within ten (10) days of the affected person's receipt of notice of such action or order. Receipt of notice is presumed to occur three (3) days following the date the notice is mailed, unless notice is actually received earlier.

(2) In its petition for reconsideration, the person must indicate the provisions of the action or order objected to, the reasons for the objections, any facts that are contested, the facts that support the person's view of the facts, and any alternate terms of the action or order that the person would accept.

(3) Failure to submit a timely written petition for reconsideration shall be deemed a waiver of any further right to reconsideration or review of the order.

(4) Within ten (10) days of receipt of the petition for reconsideration, the City Manager shall, in writing, either grant the petition and withdraw or modify the action or order accordingly, or deny the petition, and such granting or denial shall be timely delivered to the petitioner.

(5) The effect of any compliance action or order shall not be stayed pending reconsideration.

(6) Following final determination by the City Manager on the reconsideration, any adversely affected party may challenge such determination in an appropriate court of competent jurisdiction.

(7) Nothing in this section shall limit the authority of the City to take any other enforcement action or prevent existing or further enforcement action from proceeding unless the same is expressly stayed by the City Manager.

EXHIBIT B

City of Abilene, Texas Fats, Oils, & Grease (FOG) Guidelines and Procedures

I. General

- A. Purpose and Objectives: The purpose of this document is to aid in the implementation of the FOG Ordinance.
- B. Administration: The City Manager or his/her designated city official shall administer, implement, and enforce this document in conjunction with the FOG Ordinance.
- C. Applicability: All applicability and prohibitions criteria as described in the FOG Ordinance are valid within this document and are incorporated herein.
- D. Definitions: All definitions in the FOG Ordinance are applicable to this document and are incorporated herein.
- E. Approval: All modifications and changes to this document shall be approved by the City Council.

II. Installation Requirements

A. New Food Preparation-Service Facilities

A grease trap/interceptor and sampling device for a new Food Preparation-Service Facility shall be designed, installed, operated, and maintained in accordance with the FOG Ordinance and this document. The design plan shall be submitted to the City for review and approval prior to installation. The grease trap/interceptor and sampling device shall be inspected and approved by the FOG Program Manager prior to issuance of a Certificate of Occupancy and food permit.

B. Existing Food Preparation-Service Facilities

- 1. Existing grease trap/interceptors must be operated and maintained in accordance with the FOG Ordinance and this document.
- 2. All facilities will be required to update their grease trap/interceptor in accordance with the FOG Ordinance and this document when any of the following conditions apply:

- a. City inspections indicate the existing grease trap/interceptor is non-compliant with the current FOG Ordinance and this document resulting in FOG in excess of the limit is passing through the device into the City's sanitary sewer system.
 - b. Renovation or expansion of an existing Food Preparation-Service Facility in the following instances: (1) a grease trap/interceptor is non-existent, or (2) an existing grease trap/interceptor is non-compliant with current FOG Guidelines and Procedures and has a history of non-compliance.
 - c. Addition of a Food Preparation-Service Facility to an existing structure
 - d. If prior to the issuance of a certificate of occupancy, an existing facility has lost its non-conforming use status due to vacancy, any grease trap/interceptor shall be required to be compliant with current FOG Guidelines and Procedures before a new certificate of occupancy can be issued.
3. Notwithstanding Item 2 above, if an existing facility has a grease trap/interceptor that was compliant at the time of original construction, is in good working order, the facility is not increasing its footprint by 50% or more, and the facility does not have a history of non-compliance, a change of ownership or occupancy shall not require the facility to replace the existing grease trap/interceptor with one compliant with the City's current FOG Guidelines and Procedures.
 4. Facilities which meet one or more of the requirements of II.B.2 above shall design, install, operate, and maintain a grease trap/interceptor and sampling device in accordance with the FOG Ordinance and this document. The design plan shall be submitted to the City's FOG Program Manager for review and approval. The grease trap/interceptor and sampling device installation shall be inspected and approved prior to issuance of a Certificate of Occupancy and food permit.
 5. Any existing Food Preparation-Service Facility that does not already have a grease trap/interceptor shall design, install, operate, and maintain a grease trap/interceptor and sampling device in accordance with the FOG Ordinance and this document. The design plan shall be submitted to the City's FOG Program Manager within 90 days of the effective date of the FOG Ordinance. Upon approval, the grease trap/interceptor and sampling device shall be installed within 180 days. Upon written request of the generator, the City Manager may at his or her sole discretion issue an extension of up to an additional 90 days.

C. Sizing Requirements

1. Sizing methods described herein are intended to afford the City's sanitary sewer system a minimum degree of protection from grease.
2. Sizing determinations are based on operational data provided by business owners or their contactors. In approving a Generator's grease trap/interceptor design plan, the City does not accept liability for the failure of a system to adequately treat wastewater to achieve effluent quality requirements specified under the FOG ordinance and this document. It is the responsibility of the Generator to insure the appropriate level of treatment necessary for compliance with environmental and wastewater regulations.
3. The City accepts three different methodologies to determine a minimum acceptable grease trap/interceptor size to balance the City's wastewater collection and treatment requirements with the unique FOG-producing potential of different types of Food Preparation-Service Facilities

D. Approved Sizing Methodologies

1. Method A - Uniform Plumbing Code (UPC)
 - a. Reference the 2021 UPC, Chapter 10, Traps and Interceptors, Section 1014.0 through 1014.3.7.
 - b. This method is approved and recommended by the Texas Commission on Environmental Quality (TCEQ), and the one most commonly used by municipal governments.
 - c. Calculated size is determined by the product of number of meals per peak hour, kitchen wastewater flow rate, kitchen retention time, and a kitchen storage factor (see Figure 1. below).
 - d. If calculated grease trap/interceptor volume is less than 500 gallons, the City will require a grease trap/interceptor volume of no less than 500 gallons.
 - e. If calculated grease trap/interceptor volume is more than 3,000 gallons, the City will permit a grease trap/interceptor volume of 3,000 gallons.

Figure 1. TCEQ Grease Interceptor Sizing Worksheet - Uniform Plumbing Code Formula

Grease Interceptor Sizing Worksheet

The Uniform Plumbing Code Formula

Company		Calculated By		Date	
Project		Location			

Follow these six simple steps to determine grease interceptor size.

Enter Calculations > Here	No of Meals Per Peak Hours	Waste Flow Rate	Retention Time	Storage Factor	Calculated Interceptor Size	Grease Interceptor
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6

1	Number of Meals Per Peak Hour (Recommended Formula): Seating Capacity Meal Factor = Meals per Peak Hour Establishment Type: Fast Food (45 min) Restaurant (60 min) Leisure Dining (90 min) Dinner Club (120 min) Meal Factor 1.33 1.00 0.67 0.50	Notes:
2	Waste Flow Rate: Condition With a Dishwashing Machine Without a Dishwashing Machine Single Service Kitchen Food Waste Disposer Only Flow Rate 6 Gallons 5 Gallons 2 Gallons 1 Gallon	Notes:
3	Retention Time Commercial Kitchen Waste Dishwasher Single Service Kitchen Single Serving 2.5 Hours 1.5 Hours	Notes:
4	Storage Factor Kitchen Type Fully Equipped Commercial Hours of Operation 8 Hours 12 Hours 16 Hours 24 Hours Single Service Kitchen Storage Factor 1.00 1.50 2.00 3.00 1.50	Notes:
5	Calculate Liquid Capacity Multiply the values obtained from step 1, 2, 3 and 4. The result is the approximate grease interceptor size for this application	Notes:
6	Select Grease Interceptor Using the approximate required liquid capacity from step 5, select an appropriate size as recommended by the manufacturer.	Notes:

2. Method B – Manufacturer Recommended Sizing

- a. As new grease trap/interceptor technologies are developed, manufacturers may be able to provide more precise sizing calculations for their product than is provided by Method A.

- b. Prior to receiving City approval, any Food Preparation-Service Facility desiring to use a manufacturer recommended sizing calculation must submit the formula used and rationale for its use.
 - c. This rationale shall include the following:
 - i. All sizing calculations relevant to the requested facility;
 - ii. Site-specific drawings of the proposed grease trap/interceptor installation;
 - iii. Documentation of the ability of the proposed grease trap/interceptor to meet effluent quality requirements, and
 - iv. Manufacturer's documentation describing the methodology for determining the appropriate size of device.
- 3. Variance to Methods A and B for Food Preparation-Service Facilities with minimal FOG impact to collection system
 - a. Per Section 32.402(a)(4) of the FOG Ordinance, a Food Preparation-Service Facility owner can request that the City Building Official and the Director of Water Utilities approve a variance to using Methods A or B if it is anticipated both would provide unnecessary and excessive issues for its unique type of business.
 - b. The Applicant's request for a variance must include in the request the factors which would justify a variance from the UPC or manufacturer's recommended sizing, including the required items listed below, to ensure the variance would not be detrimental to City infrastructure:
 - i. List of the kitchen cooking and cleaning equipment and drains
 - ii. Description of general kitchen operations
 - iii. Type, description and size of proposed grease trap/interceptor
 - iv. Results from calculations derived using Methods A or B
 - v. Maintenance and cleaning plan consistent with outflow quality limits
 - vi. Proposed grease trap/interceptor location relative to facility's internal and property dimensions
 - c. After analysis of this information, the City will conduct a site survey of the facility to finalize its investigation. Questions needing to be addressed may include, but are not limited to:
 - i. Is there sufficient room outside for an appropriately sized gravity grease trap/interceptor
 - ii. Is there sufficient room inside for an appropriately sized hydro-mechanical grease trap/interceptor
 - iii. Are food items prepared onsite using a deep fryer, griddle, grill, stove, oven or wok?

- iv. Are all food items assembled onsite using various prepackaged components, including meat and/or dairy products?
- v. Are all food items prepared offsite and prepped for serving onsite using only a microwave or a counter-mounted appliance?
- vi. Are food and beverages served using washable, reusable tableware or only with disposable tableware?
- vii. Do beverage orders make up 75% or more of total customer orders?
- viii. Is serving capacity greater than 40 seats or 40 onsite-prepared meals per peak hour?
- ix. Is serving capacity less than or equal to 40 seats or on-site prepared meals per peak hour?

d. The applicant will receive a written response either approving or denying the request for a variance to Methods A and B.

E. Other Design Criteria

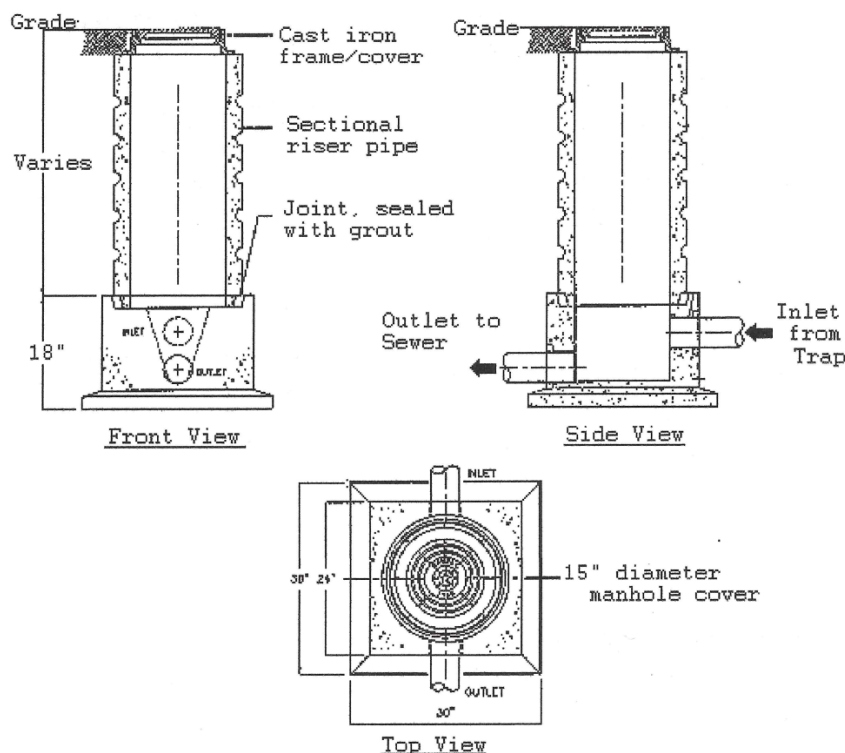
1. A grease-bearing source is any equipment or fixture located within the food preparation areas such as three-compartment sinks, pot/pan sinks, hand-washing sinks, pre-rinse stations, dishwashers, mop sinks, and floor drains which may contain wastewater containing grease.
2. All grease-bearing sources shall be routed through a grease trap/interceptor.
3. A grease trap/interceptor must be installed at a distance of 8 - 10 feet downstream from the last grease-bearing source to allow for adequate cooling of the wastewater, while also preventing grease solidification in the lines.
4. The temperature of the wastewater shall be less than 110 degrees Fahrenheit prior to entering the grease trap/interceptor.
5. Each grease trap/interceptor shall be constructed with a minimum of one baffle wall.
6. Drains that receive "clear waste" only, such as from ice machines, condensate from coils and drink stations, may be plumbed to directly into the sanitary system without passing through the grease trap/interceptor.
7. Grease trap/interceptors shall not receive domestic wastewater or sewage.
8. Grease trap/interceptors must be accessible for service by appropriate vehicles and equipment.

9. A flow control device controls the rate of flow through a grease trap/interceptor (50 gallons or less) so that the grease has sufficient time to cool and separate from the wastewater. Without such a device, a grease trap/interceptor (50 gallons or less) cannot function properly. Existing grease trap/interceptors (50 gallons or less) that do not have a flow control device shall be required to design, install, operate, and maintain such a device in accordance with the FOG Ordinance and this document.

F. Sampling Devices

1. Each grease trap/interceptor must be installed with an effluent sampling well, equivalent to the following:
2. Sampling wells will have a minimum 15" diameter access with ring and lid and a minimum 4" drop from inlet to outlet piping through the sampling well.
3. An existing facility with an interior, above-floor installed grease trap/interceptor may install an effluent valve assembly which allows for sample collection instead of a sampling well.

Figure 2. Typical Sampling Well.



III. Cleaning and Maintenance Requirements

A. Grease trap/interceptors shall be operated and maintained at all times in accordance with the FOG Ordinance and this document.

B. Cleaning Schedule

1. Each grease trap/interceptor (more than 50 gallons) shall be cleaned at a frequency as described in the FOG Ordinance and this document.
2. Each grease trap/interceptor (50 gallons or less) shall be cleaned at least monthly, or more often as necessary to insure the wastewater discharge contains no visible grease and meets the BOD, FOG, pH, and TSS discharge limits described herein.
3. Existing facilities without sampling devices
 - a. Since many of the existing grease trap/interceptors do not have sampling devices at the time the FOG Ordinance goes into effect, a Generator at such a facility will have to rely on the 25% rule to determine if the grease trap/interceptor needs pumping. This can be difficult to measure without a sampling pole. Therefore, the City provides this general rule of thumb as a guide to assist Generators in making the determination. In general, the 25% rule has been met when the grease layer (top layer) is 5-6 inches thick for grease trap/interceptor (more than 50 gallons) and 2-3 inches thick for a grease trap/interceptor (50 gallons or less).
 - b. If the 25% rule is met before the next scheduled pump out, then the grease trap/interceptor shall be pumped more often.
 - c. Alternatively, an existing facility may choose to install a sampling device in accordance with the FOG Ordinance and this document in order to base the cleaning frequency on the actual discharge data from their grease trap/interceptor. An existing facility with an interior, above-floor installed grease trap/interceptor may install an effluent valve assembly which allows for sample collection instead of a sampling well.
4. If the 25% rule and sampling results differ for a grease trap/interceptor, the sampling results will prevail since they measure the discharge that is actually leaving the grease trap/interceptor and entering the POTW.
5. Facilities that are seasonal or have irregular operation schedules may request an alternate cleaning schedule that will be appropriate for their facility. Alternate cleaning schedule requests will be addressed by the City on a case by case basis. The request

must be made to the City's FOG Program Manager in writing and include the following:

- a. Business name and street address
- b. Grease trap/interceptor operator name, title, and phone number
- c. Description of operation schedule
- d. Size and location of grease trap/interceptor
- e. Number of meals served during peak hour of operation

C. Cleaning Procedures

1. All cleaning and pumping of grease trap/interceptors shall be conducted by a Transporter as defined in the FOG Ordinance, unless the Generator is a participant in the Self-Cleaning Program as defined in Section III.D.
2. The Generator shall supervise the cleaning and pumping of the grease trap/interceptor.
3. The following cleaning and pumping procedures shall be utilized by the Transporter during each cleaning event:
 - a. Break up and remove grease layer.
 - b. Scrape and wash sides of grease trap/interceptor, removing some of the liquid layer as necessary.
 - c. Verify that all crossover holes are clear and functioning.
 - d. Clean and inspect baffles for damage.
 - e. Completely pump out remaining liquid and solids unless the grease trap/interceptor volume is greater than the tank capacity of the transport vehicle in which case the Transporter shall arrange or provide additional transportation capacity so that the grease trap/interceptor is fully evacuated within a 24-hour period per the FOG Ordinance.
 - f. Skimming the surface layer of the waste material, partial cleaning of the grease trap/interceptor, or use of any method which does not remove the entire contents of the grease trap/interceptor is prohibited as described in the FOG Ordinance.
 - g. Inspect grease trap/interceptor for damage, photograph any areas that may need maintenance or repair, and report findings to Generator.

- h. Document findings on the trip ticket.

D. Self-Cleaning Program

1. Grease trap/interceptor self-cleaning operators must receive approval from the FOG Program Manager annually prior to removing grease from their own grease trap/interceptor located inside a building, provided:
 - a. The grease trap/interceptor is no more than fifty (50) gallons in liquid/operating capacity.
 - b. Proper on-site material disposal methods are implemented (e.g. absorb liquids into solid form and dispose into trash).
 - c. Grease trap waste is placed in a leak proof, sealable container(s) located on the premises and in an area for the transporter to pump-out; and
 - d. Detailed records of these activities are maintained.
2. Grease trap self-cleaning operators must submit a completed self-cleaning request to the City for approval. The written request shall include the following information:
 - a. Business name and street address.
 - b. Grease trap/interceptor operator name, title, and phone number.
 - c. Description of maintenance frequency, method of disposal, method of cleaning and size (in gallons) of the grease trap/interceptor; and
 - d. Signed statement that the operator will maintain records of waste disposal and produce them for compliance inspections.
3. Self-cleaners must adhere to all the requirements, procedures, and detailed record keeping outlined in their approved application, to ensure compliance with this ordinance. A maintenance log shall be kept by self-cleaning operators that indicates, at a minimum, the following information:
 - a. Date the grease trap/interceptor was serviced.
 - b. Name of the person or company servicing the grease trap/interceptor.
 - c. Waste disposal method used.

- d. Gallons of grease removed and disposed of.
 - e. Waste oil added to grease trap/interceptor waste; and
 - f. Signature of the operator after each cleaning that certifies that all grease was removed, disposed of properly, grease trap/interceptor was thoroughly cleaned, and that all parts were replaced and in operable condition.
 - g. Keep maintenance logs onsite for five years from the date of cleaning.
4. Violations incurred by grease trap self-cleaners will be subject to enforcement action including fines and/or removal from the self-cleaner program.

IV. Wastewater Discharge Limits

- A. Wastewater discharge limits shall be monitored at the sampling device by means of a grab sample.
- B. There shall be no visible grease in the grab sample.
- C. The FOG concentration limit is 200 mg/L or less.
- D. The BOD limit is 250 mg/L or less.
- E. The TSS limit is 250 mg/L or less.
- F. The pH must be between 5 and 11.

V. Manifest Requirements

- A. Each pump-out of a grease trap/interceptor by a Transporter must be accompanied by a manifest to be used for record keeping purposes.
- B. Persons who generate, collect, and transport grease waste shall maintain a record of each individual collection and deposit. Such records shall be in the form of a manifest. The manifest shall include:
 - 1. name, address, telephone, and TCEQ registration number of Transporter;
 - 2. name, signature, address, and phone number of the Generator and the date collected;

3. type and amount(s) of waste collected or transported;
4. name and signature(s) of responsible person(s) collecting, transporting, and depositing the waste;
5. date and place where the waste was deposited;
6. identification (permit or site registration number, location, and operator) of the facility where the waste was deposited;
7. name and signature of the facility on-site representative acknowledging receipt of the waste and the amount of waste received;
8. the volume of the grease waste received; and
9. a consecutive numerical tracking number to assist Transporters, Generators, and regulating authorities in tracking the volume of grease waste transported.

C. Manifests shall be divided into five parts and records shall be maintained as follows:

1. One part of the manifest shall have the Generator and Transporter information completed and shall be given to the Generator at the time of waste pickup.
2. The remaining four parts of the manifest shall have all required information completely filled out and signed by the appropriate party before distribution of the manifest.
3. One part of the manifest shall go to the receiving facility.
4. One part shall go to the Transporter, who shall retain a copy of all manifests showing the collection and disposition of waste. The manifests shall be readily available for review by the City.
5. One copy of the manifest shall be returned by the Transporter to the Generator within 15 days after the waste is received at the disposal or processing facility.
6. Copies of manifests returned to the Generator shall be retained on-site by the Generator for five years and be readily available for review by the FOG Program Manager.

VI. Administrative Authority and Enforcement

A. All administrative authority, including right of entry, inspection, and sampling, as well as enforcement procedures and criteria as described in the FOG Ordinance are valid within this document and are incorporated herein.

B. Enforcement Actions

1. Voluntary Compliance – The City may instruct a Violator that commits any acts prohibited by the FOG Ordinance or this document to achieve voluntary compliance as determined by the City. The City may provide a reasonable amount of time, specific to the occurrence, to remedy the violation.
2. Notice of Violation – If the City determines that a Generator or Transporter has violated, or continues to violate, any provision of the FOG Ordinance or this document, a written notice of violation will be provided to the Violator, unless an emergency condition exists.
 - a. The notice shall state the measures required to come into full compliance and shall specify the time within which such measures shall be completed.
 - b. Failure to comply within the time specified shall be a separate offense and subject to the penalties described in the FOG Ordinance.
 - c. Issuance of a notice of violation shall not be a bar against, or a prerequisite for, taking any other action against the Violator.
3. Stop Work Orders
 - a. The City shall retain the authority to issue stop work orders to any Violator that commits any acts prohibited by the FOG Ordinance or this document.
 - b. If the City determines that voluntary compliance is not feasible, and that a facility is operating in a manner that may lead to a sanitary sewer overflow or damage to the POTW, a written stop work order may be issued and such work shall be immediately terminated.
 - c. The stop work order shall be provided to the Violator and shall state the conditions required to come into compliance. Work may not be resumed until the City has verified that the conditions of the stop work order have been met.
 - d. Issuance of a stop work order shall not be a bar against, or a prerequisite for, taking any other action against the Violator.

4. Suspension of Service

- a. The City may suspend the water supply and/or sanitary sewer connection for any Violator who continues to violate a previous notice to cease discharge into the POTW and fails to comply with the FOG Ordinance or this document. The water supply and/or sanitary sewer connection will be subject to suspension if such measures would abate or reduce the discharge.
- b. The City will notify a Violator of the proposed suspension of its water supply and/or sanitary sewer connection. The Violator may petition the City for a reconsideration hearing and then may petition the municipal court if dissatisfied with the City's decision.
- c. The City shall not reinstate the suspended water supply and/or sanitary sewer connection services to the Violator until:
 - i. The Violator presents satisfactory evidence to the City that the non-complying wastewater discharge has been eliminated and its cause determined and corrected; and
 - ii. The Violator reimburses the City for all costs incurred in suspending and reinstating the water supply and/or sanitary sewer connection. The Violator shall be responsible to the City for all costs of testing, containment, cleanup, abatement, removal and disposal of any substance unlawfully discharged into the POTW incurred by the City while responding to, abating, and remediating the unlawful discharge.
- d. Emergency Suspension of Service - The City may, without prior notice, suspend the water service and/or sanitary sewer service to a Generator to stop an actual or threatened discharge which:
 - i. Presents or may present imminent substantial danger to the environment or to the health or welfare of persons;
 - ii. Presents or may present imminent substantial danger to the POTW (including pass through or interference), municipal storm water drainage system, or waters of the United States; or

As soon as practicable after the emergency suspension of service, the City shall notify the Violator of the suspension of service. Service shall be reinstated as per Section VI.B.4.c above.

- e. A Generator commits a separate offense if the Generator reinstates water service and/or sanitary sewer service to the premises suspended or disconnected pursuant to this section, without the prior written approval of the City.
- f. Suspension of service shall not be a bar against, or a prerequisite for, taking other action against a Violator as allowed by law.

Ordinance (First Reading) Amending Chapter 32 “Utilities”, Article VIII “Fats, Oils, and Grease”, by inserting new Sec. 32-402(a)(4) Variance for Grease Trap/Interceptor Installation, making various edits to the FOG Guidelines and Procedures, and calling for a Public Hearing on November 18th, 2021



It is staff's desire to provide within the FOG Ordinance a means to approve a variance to the installation and/or sizing requirements of a grease trap/interceptor for certain types of businesses

New Sec. 32-402(a)(4) Variance for Grease Trap/Interceptor Installation provides for a variance to standard grease trap/interceptor sizing and technology for situations where an applicant can show factors or circumstances amounting to reasonably justifiable good cause to support such variance.

A variance shall not act as a waiver of the requirement for a grease trap/interceptor.



The applicant may make a written request to the City's Building Official for a variance of the grease trap/interceptor installation and/or sizing requirement for a new or existing facility.

The Applicant's request shall be received by the Building Official prior to the installation of a new or modifications to an existing grease trap/interceptor and related appurtenances.

The Building Official and the Director of Water Utilities must provide a joint decision in writing to the applicant within 14 calendar days.

The applicant has fourteen (14) calendar days to appeal staff's decision to the City Manager. The decision of the City Manager is final.



The new edits to the **FOG Guidelines and Procedures** provide different methodologies A, B, and C to the Food Preparation-Service Facility owner for selecting the appropriate type and size of grease trap/interceptor which should simplify and expedite the review and approval process for making plumbing installation decisions and obtaining a certificate of occupancy.

Method A utilizes 2021 Uniform Plumbing Code methodology and is recommended and approved by the TCEQ

Method B provides that each new technology device manufacturer has developed the most precise means of calculating the sizing and application for its respective device.

Method C request for variance will provide the business owner the opportunity to demonstrate that its business operations are unique and less detrimental to City infrastructure and therefore requests a variance to sizing calculation Methods A and B.



- On August 10, 2017 the Abilene City Council approved amending Chapter 32, “Utilities” by adding a new Article VIII, “Fats, Oils, and Grease” (FOG Ordinance)
- The FOG ordinance is based on the model standards for a grease ordinance developed by the Texas Commission on Environmental Quality
- The FOG ordinance and related City of Abilene FOG Guidelines and Procedures provides the framework for implementing and conducting the FOG Program.
- The FOG Manager is actively involved with businesses throughout the community to monitor their compliance with the City's FOG ordinance.



Ordinance (First Reading) Amending Chapter 32 “Utilities”, Article VIII “Fats, Oils, and Grease”, by inserting new Sec. 32-402(a)(4) Variance for Grease Trap/Interceptor Installation, making various edits to the FOG Guidelines and Procedures, and calling for a Public Hearing on November 18th, 2021

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 11/4/2021

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: **16. Presentation:** Receive a Report, Hold a Discussion and Public Hearing Regarding the Findings of the Mayor's Entertainment District Task Force (Michael Rice)

GENERAL INFORMATION

Resolution No. 56-2021 created the Mayor's Entertainment District Task Force and established the scope of their work. Part 5 of the resolution requires a presentation to the Planning and Zoning Commission and the City Council upon the conclusion of its work.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Presentation only

BOARD OR COMMISSION RECOMMENDATION

The presentation was heard by the Planning and Zoning Commission on October 5, 2021.

ATTACHMENTS:

1. Resolution and Meeting Minutes
2. 09.28.21 Minutes
3. Entertainment District Presentation.2021.09.28

RESOLUTION NO. 56-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS CREATING THE MAYOR'S ENTERTAINMENT DISTRICT TASK FORCE, AND ESTABLISHING A CHARGE AND SCOPE FOR THEIR WORK

WHEREAS, the City of Abilene's Downtown Central Business District and the South of Downtown Abilene (SoDA) District have seen remarkable growth and development in recent years due to the involvement of Private Developers and the City of Abilene; and

WHEREAS, the City of Abilene seeks to find ways to continue the revitalization of the downtown areas and incentivize private developers to invest in downtown Abilene; and

WHEREAS, the Abilene City Council, in an effort to accomplish this goal of continued revitalization of downtown Abilene, hereby creates the Mayor's Entertainment District Task Force to appoint citizens of Abilene to help realize this revitalization.

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

- Part 1. That the City Council hereby establishes the Mayor's Entertainment District Task Force, for the purposes and guidelines set forth below, and that its first meeting shall be held within one month of its establishment.
- Part 2. That the Task Force shall be comprised of seven (7) voting members. The Mayor and each Council Member will each appoint a voting member to the Task Force, subject to final approval by the City Council. All voting members shall be residents of the City of Abilene, and may have a vested interest in the revitalization of downtown Abilene. Voting members shall serve one-year terms and may be reappointed for successive terms. All voting members are subject to removal by the City Council. The Mayor shall name the Chairperson of the Task Force.
- Part 3. That the Director of Planning and Development Services, or his or her designee, shall be an ex officio, non-voting member of the Task Force and may act in an advisory capacity to the Board.
- Part 4. That the Entertainment District Task Force is charged with studying and reviewing options to create an downtown entertainment district, which includes allowing off premise consumption of alcohol within the district and addresses land development regulations that limit or prohibit private developer's efforts to revitalize the district.
- Part 5. The Entertainment District Task Force will make a formal presentation to the City Council and the Planning and Zoning Commission at the conclusion of its work. This presentation will be its official work product and shall contain their recommendations regarding the creation of a downtown entertainment district and allowing off premise alcohol consumption in the district.
- Part 6. That the Entertainment District Task Force shall use the Council's Rules of Procedure for parliamentary guidelines, and it shall comply with the requirements of the Texas Open Meetings Act.

Part 7. That this Resolution takes effect immediately upon its adoption.

ADOPTED this the 22nd day of April, 2021.

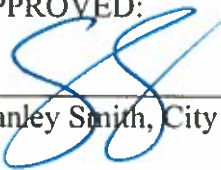
ATTEST:



Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:



Stanley Smith, City Attorney

**MAYOR'S ENTERTAINMENT DISTRICT TASK FORCE
REGULAR MEETING MINUTES****THURSDAY, MAY 13, 2021**

The following represents the agenda items that were discussed during the first regular meeting on May 13, 2021 at 2 PM in the Basement Conference Room at City Hall, Abilene, Texas.

Members present were Mandy Schuman, Cindy Frazier, Katherine Beeman, JR Cochran, and Ian Nickerson, Chair. Absent members were Steve Davis and Jeff Ronquillo.

City Staff present were Mayor Anthony Williams, Mr. Michael Rice, Mr. Mike Warrix, Mr. Tim Littlejohn, Ms. Cheryl Sawyers, and Ms. Melissa Farr (Recording.)

Councilmember Mr. Weldon Hurt was also in attendance.

CALL TO ORDER

Mayor Williams welcomed everyone to the meeting and expressed his appreciation for volunteering time to serve. He stated the charge appointed to the task force. He asked members to keep an open mind and always listen to both sides as a means to promote the Downtown area. Everyone was encouraged to find ways to reinvest in Downtown Abilene and elevate the economy. Members were asked to consider the process and continue the legacy of advancing Downtown Abilene.

AGENDA ITEMS**Discussion and Possible Action on Land Development Regulations**

Ms. Cheryl Sawyers provided a presentation to inform members of what an entertainment and cultural district is and its purpose. An entertainment and cultural district can be an ordinance or an overlay of an existing zoning district. The district is designed to protect and encourage the

creation and development of commercial recreation centered on arts, tourism, vacation, hospitality and entertainment.

Some examples provided to define terms of use are:

- Development standards (Setbacks, landscaping, parking)
- Lighting
- Walkability
- Green/Outdoor space
- Hours of operation
- Noise regulation
- Right-of-Way usage (Tables/chairs on sidewalks)
- Late hours permits
- Art requirement

Ms. Sawyers explained that the word "Cultural" was added to the District, as other communities have done the same thing because of cultural centers within the boundaries that include an art requirement. The title is better promoted in various venues' marketing efforts within the District.

Abilene currently has a cultural district, which is identified by landmarks. It is only within two blocks of Walnut Street and Hickory Street, and is not associated with land use. Ms. Sawyers also provided a map of the South Downtown Abilene (SoDA) District where there are food and beverages establishments, as well as beautiful murals.

Some pros and cons were provided for this specific land use purpose. Currently, special events require permits to modify the present land use criteria. Examples of pros and cons are:

Pros

Promoting small business
Walkability
Use of Downtown in off-setting hours
Promotes tourism
Creates identity and character

Cons

Perceived nuisances
Increased solid waste
Traffic/parking
Potential for increase in public intoxication

A question and answer session followed for members to understand the future task. Members expressed interest in Staff obtaining information about the following topics:

- (1) How this might affect the homeless population
- (2) Would like to hear from business owners in Downtown/SoDA area on both sides of alcohol sales, as well as Abilene Downtown Association
- (3) Contact other cities that have these districts and inquire about how well it is working out for them

Members would like to hold the next meeting on Thursday, May 27th at 9 AM.

ADJOURNMENT

There being no further business, the meeting adjourned at 3:05 p.m.

A handwritten signature in dark ink, appearing to read 'Ian Nickerson', is written over a horizontal line.

Ian Nickerson (Chair)

**MAYOR'S ENTERTAINMENT DISTRICT TASK FORCE
REGULAR MEETING MINUTES****THURSDAY, MAY 27, 2021**

The following represents the agenda items that were discussed during the regular meeting on May 27, 2021 at 9 a.m. in the Basement Conference Room at City Hall, Abilene, Texas.

Members present were Mandy Schuman, Cindy Frazier, Katherine Beeman, JR Cochran, Steve Davis, and Ian Nickerson, Chair. Absent was Jeff Ronquillo.

City Staff present were Mayor Anthony Williams, Mr. Michael Rice, Mr. Mike Warrix, Ms. Cheryl Sawyers, and Ms. Melissa Farr (Recording.)

Also in attendance were Mr. George Levesque and Mr. Tim Smith.

CALL TO ORDER

Mr. Nickerson called the meeting to order at 9 a.m.

MINUTES

Mr. Cochran moved to approve the minutes from the previous meeting held on May 13, 2021. Ms. Schuman seconded the motion. The motion prevailed by the following vote:

AYES: Schuman, Frazier, Beeman, Cochran, Davis, Nickerson

NAYS: None

AGENDA ITEMS

Study and Review Options to Create a Downtown Entertainment and Cultural District

This item was not specifically addressed. Two representatives were present to participate in a question and answer session, which encompassed this topic.

Address Land Development Regulations that Limit or Prohibit Private Developers' Efforts to Revitalize the District

This item was not specifically addressed. Two representatives were present to participate in a question and answer session, which encompassed this topic.

Discussion and Possible Action on Land Development Use and Regulations with Representatives from Local Businesses and Venues

Mr. Tim Smith was invited to share his experience as a business owner in the SoDA District. He is self-employed as the owner of the SoDA District Courtyard and commercial real estate developer.

Mr. Smith's goal is to link the north and south sides of Downtown Abilene to form one downtown district. When asked for his opinion and experience in serving alcohol, he expressed respect for "well-trained bartenders." He was receptive to the idea of possible time restrictions for open containers. He also agreed with the idea of designated tumblers for beer and wine in an effort to prevent an increase of solid waste. Mr. Smith stated his experience has proven that local restrictions have prevented our community from benefitting great economic impact and meeting criteria of specific restaurants.

Mr. George Levesque, Executive Director of the Paramount Theatre, was also invited to participate in the meeting. He expressed the need for additional restaurants has been acknowledged by business leaders since 1983. Currently, a more affluent crowd of business owners and their families are frequenting the downtown area. He now sees a constant flow of traffic and new possibilities.

Mr. Levesque also shared that the Paramount had applied for a license to sell beer and wine before the COVID pandemic began. It was put on hold due to the pandemic.

Overall, excitement of similarity with Fredericksburg, Texas became evident from both Mr. Levesque and Mr. Smith, as they encourage business growth and opportunities along with a playground and dog park in the downtown district.

Mr. Nickerson moved to **adopt** the concept of creating and establishing the boundaries of an Entertainment and Cultural District and pursue with details being later defined as the Task Force moves forward. Ms. Schuman seconded the motion. The motion prevailed by the following vote:

AYES: Schuman, Frazier, Beeman, Cochran, Davis, Nickerson

NAYS: None

Future Agenda Items

Members requested to hear from the Abilene Police Department, possibly the youth division, and a representative from the Texas Alcoholic Beverage Commission (TABC.) Ms. Schuman is willing to share a presentation for new TABC regulations, which belongs to the TABC. Ms. Beeman will also share research in regards to creating a specialized district. They are also interested in hearing the challenges and success stories of other communities with these districts, as well as additional developers in the Downtown Abilene area.

Discuss Future Meeting Dates

Members would like to hold the next meeting on Thursday, June 10th at 4 p.m.

ADJOURNMENT

Mr. Cochran moved to adjourn the meeting. Ms. Frazier seconded the motion. There being no further business, the meeting adjourned at 10:20 am.



Ian Nickerson (Chair)



**MAYOR'S ENTERTAINMENT AND CULTURAL DISTRICT TASK FORCE
REGULAR MEETING MINUTES**

JUNE 10, 2021

The following represents the agenda items that were discussed during the regular meeting on Thursday, June 10th at 4 p.m. in the Basement Conference Room at City Hall, Abilene, Texas.

Members present were Mandy Schuman, Cindy Frazier, Katherine Beeman, JR Cochran, Steve Davis, and Ian Nickerson, Chair. Absent was Jeff Ronquillo.

City Staff present were Mayor Anthony Williams, Mr. Michael Rice, Mr. Mike Warrix, Ms. Kelley Messer, Ms. Shawna Atkinson, Ms. Cheryl Sawyers, Mr. Richard Rodgers, and Ms. Melissa Farr (Recording). Also in attendance were Chief Marcus Dudley, Doug Wrenn, and Gerald Moran from the Abilene Police Department.

CALL TO ORDER

Mr. Nickerson called the meeting to order at 4 p.m.

MINUTES

Mr. Cochran moved to **approve** the minutes from the previous meeting held on May 27, 2021. Ms. Schuman seconded the motion. The motion prevailed by the following vote:

AYES: Schuman, Frazier, Beeman, Cochran, Davis, Nickerson

NAYS: None

AGENDA ITEMS

Study and Review Options to Create a Downtown Entertainment and Cultural District

This item was not specifically addressed. Two representatives were present to participate in a question and answer session, which encompassed this topic.

Address Land Development Regulations that Limit or Prohibit Private Developers' Efforts to Revitalize the District

This item was not specifically addressed. Two representatives were present to participate in a question and answer session, which encompassed this topic.

Discussion and Possible Action on Land Development Use and Regulations with Representatives from Community Agencies

Chief of Police, Marcus Dudley, attended the meeting to address any questions regarding law enforcement and crime stats in the downtown area. He shared his enthusiasm with expanding the downtown area. Doug Wrenn and Gerald Moran also joined the chief at this meeting.

He began by providing the crime statistics from 2017 to May 2021. These statistics included aggravated assault, burglary, burglary from motor vehicles, motor vehicle theft, robbery, rape, shoplifting, and theft.

Chief Dudley also presented information related to public intoxication in 2019 and 2020. Traffic stops play a major role in these statistics, as someone could be intoxicated in another part of the city, but stopped in the Entertainment District boundaries. This is also the same for drug violations. Additionally, some of the offenders had repeat incidents in the District.

Gerald Moran presented some of the business permitting rules. Businesses are subject to the 51% Rule with TABC, which means that bars are required to post 51% signs regarding the sale of alcohol for on-site consumption. Some of the key points he made were:

- It is not illegal to consume alcohol in public, however it is always subject to P.C. 42.08 Public Intoxication laws.
- Sales of alcohol to go are based on a business' specific permit such as mixed drinks, beer, wine, or combination thereof.
- Alcohol to go is now enacted into law as of May 13, 2021, but it must be accompanied with a food order.

- Alcoholic beverages to go such as Eskimo Hut is heat sealed in a container and must be consumed off premise (based off permit).

After Chief Dudley offered his presentation, representatives of the Texas Alcoholic Beverage Commission (TABC) were available via conference call to answer questions.

Future Agenda Items

Task Force members requested additional clarification from TABC. They are also interested in discussing urban green space, art requirements for the district, and parking. Additionally, they would like to hear from Mr. Nick Watts, who serves as the City's historic preservation officer.

Discuss Future Meeting Dates

Members would like to hold the next meeting on Thursday, July 8, 2021 at 2 p.m.

ADJOURNMENT

Ms. Frazier moved to adjourn the meeting. Ms. Beeman seconded the motion. There being no further business, the meeting adjourned at 5:32 p.m.



Ian Nickerson (Chair)



MAYOR'S ENTERTAINMENT AND CULTURAL DISTRICT TASK FORCE July 8, 2021
REGULAR MEETING MINUTES

The following represents the agenda items that were discussed during the regular meeting on Thursday, July 8th at 2 p.m. in the Basement Conference Room at City Hall, Abilene, Texas.

Members present were Mandy Schuman, Cindy Frazier, Katherine Beeman, Steve Davis, and Ian Nickerson, Chair. Absent was JR Cochran and Jeff Ronquillo.

City Staff present were Mr. Michael Rice, Mr. Tim Littlejohn, Ms. Kelley Messer, and Ms. Cheryl Sawyers.

CALL TO ORDER

Mr. Nickerson called the meeting to order at 2 p.m.

MINUTES

Ms. Schuman moved to approve the minutes from the previous meeting held on June 10, 2021. Ms. Beeman seconded the motion. The motion prevailed by the following vote:

AYES: Schuman, Frazier, Beeman, Davis, Nickerson

NAYS: None

AGENDA ITEMS

- a. Study and Review Options to Create a Downtown Entertainment District
 1. Parks Discussion: Richard Rogers, Assistant Director of Community Services
Mr. Rogers used Evermann Park as an example of a kid-friendly park, although it does not have a playground. It would be presented to Council to remove Evermann and

Minter Parks from the current ordinance. Presently, no one may enter these parks with alcoholic beverages. Additionally, City of Abilene parks are "Smoke Free" areas.

Park hours are 5:30 a.m. to Midnight. Enforcement may become an issue. There are many photographic opportunities and events that take place at Evermann Park, although they do not take reservations.

Mr. Rice reminded that Storybook Gardens is not a park. There will be a greenspace available for outside dining, etc. when the hotel develops.

Mr. Rogers said there is a Parks and Recreation Board, with seven members who strive to provide for and improve park facilities, open spaces, etc.

When asked about the status of trash in parks, he said trash receptacles are normally checked three times a week. He does not foresee alcohol consumption as a great increase in trash for the Downtown area.

Ms. Schuman shared her concern of creating different ordinances for different parks would make it confusing to the public. Discussion took place in response to this topic with members acknowledging the importance of educating the public with signage and other means.

Mr. Rice reminded Chairman Nickerson that it is within the group's purview to recommend not allowing glass as container. He stated the possibility of a Public Improvement District managed by the City and paid by the public improvement tax. They would maintain park benches, pedestrian lighting, etc.

b. Address Land Development Regulations That Limit or Prohibit Private Developer's Efforts to Revitalize the District

1. Update on Homeless Population and TABC Clarification

Ms. Cheryl Sawyers updated everyone to inform about the homeless population. She serves on the West Texas Homeless Network Board. WTHN is recognized by the state and nation for good management and cohabitation, and work with approximately thirty partners. Abilene Hope Haven is one of the partners, and are currently working with ten individuals in the Downtown area.

She explained the difference between those who are homeless in the area and those known as opportunistic panhandlers. The panhandlers are not homeless. We do not currently have an ordinance that addresses panhandling, but we do have one that addresses traffic concerns in regards to safety at intersections.

Ms. Sawyers closed by saying we know of no criminal records for our currently homeless populations, other than sleeping where they are not supposed to be staying overnight.

She moved on to TABC clarification. They were apologetic, and said the Wine and Beer Retailer's Permit (BG) is an option. The permit authorizes a seller to sell beer, malt liquor, ale and wine on or off the premises. Alcohol beverages to go cannot be transported in clear, plastic cups. The cup must be clearly marked in some way.

c. Discussion and Possible Recommendation on Land Development Use and Regulations

Uses within different zoning districts were discussed when the word "Entertainment" was defined. Ms. Sawyers offered to share a PowerPoint, which will show the different uses permitted by right in Central Business (CB), General Commercial (GC), Heavy Commercial (HC), Light Industrial (LI), and Heavy Industrial (HI).

Mr. Rice asked the members what they would like to see in the Entertainment District. Which types of businesses would support their ideas?

Some responses were live outdoor venues/concert areas, small businesses, special events for families and adults (not specific to a targeted age or group), areas for multipurpose uses. The desire for people to shop, eat, and stay in the area was evident.

Future Agenda Items

Chairman Nickerson asked if the group wanted to further discuss art requirements. Ms. Sawyers shared that Ms. Lynn Barnett, Executive Director of the Abilene Cultural Affairs Council, has agreed to attend a meeting and answer any questions.

A discussion and possible motion for geographical boundaries for the Entertainment and Cultural District.

Central Business uses will be discussed. HI, LI, HC are also prominent zoning districts in the Downtown area. Members should identify which zoning districts they want and do not want within the Entertainment and Cultural District.

Discuss Future Meeting Dates

Members would like to hold the next meeting on Thursday, July 29, 2021 at 10 a.m.

ADJOURNMENT

Ms. Frazier moved to adjourn the meeting. Ms. Schuman seconded the motion. There being no further business, the meeting adjourned at 3:22 p.m.



Ian Nickerson (Chair)



**MAYOR'S ENTERTAINMENT AND CULTURAL DISTRICT TASK FORCE
REGULAR MEETING MINUTES**

August 12, 2021

The following represents the agenda items that were discussed during the regular meeting on Thursday, August 12th at 2 p.m. in the Basement Conference Room at City Hall, Abilene, Texas.

Members present were Mandy Schuman, Cindy Frazier, Katherine Beeman, Steve Davis, JR Cochran and Ian Nickerson, Chair. Absent was Jeff Ronquillo.

City Staff present were Mr. Michael Rice, Mr. Tim Littlejohn, Ms. Kelley Messer, Ms. Cheryl Sawyers, and Charlie Pyron (Recording).

Others present were Ms. Lynn Barnett, Mr. Josh Black and Mr. Dale Carter.

CALL TO ORDER

Mr. Nickerson called the meeting to order at 2 p.m.

MINUTES

Ms. Beeman moved to **approve** the minutes from the previous meeting held on July 29, 2021. Mr. Davis seconded the motion. The motion prevailed by the following vote:

AYES: Schuman, Frazier, Beeman, Davis, Cochran, Nickerson

NAYS: None

AGENDA ITEMS

As (a) and (b) agenda items were not discussed in the previous meeting, the Task Force needs a formal vote to talk about component of alcohol and which direction to take.

a. Study and Review Options to Create a Downtown Entertainment District

Ms. Frazier made the motion to prohibit glass containers within the Entertainment District. Mr. Cochran seconded the motion. The motion prevailed by the following vote:

AYES: Schuman, Frazier, Beeman, Davis, Cochran, Nickerson

NAYS: None

Mr. Cochran made the motion to approve alcohol consumption in Minter Park and Evermann Park. Mr. Davis seconded the motion. The motion prevailed by the following vote:

AYES: Schuman, Frazier, Beeman, Davis, Cochran, Nickerson

NAYS: None

Mr. Cochran made the motion to approve the extension of park hours to 2 a.m. Ms. Beeman seconded the motion. The motion prevailed by the following vote:

AYES: Beeman, Davis, Cochran, Nickerson

NAYS: None

ABSTAIN: Schuman, Frazier

b. Address Land Development Regulations That Limit or Prohibit Private Developer's Efforts to Revitalize the District

This item was not discussed.

c. Discussion and Possible Recommendation on Land Development Use and Regulations

1. Review of Permitted Uses in Central Business (CB), General Commercial (GC), Heavy Commercial (HC), Light Industrial (LI), and Heavy Industrial (HI) Zoning Districts Appropriate for the Entertainment and Cultural District

Ms. Sawyers shared a map showing the recent boundaries established for the Entertainment District and the current Abilene Cultural District.

2. Discussion and Possible Motion to Establish Geographical Boundaries for the Entertainment and Cultural District

Ms. Lynn Barnett, Executive Director of the Abilene Cultural Affairs Council, discussed architectural sculptures to be placed within the entertainment district. One will be placed north of the Civic Center next week.

Additionally, an event is planned for October titled, "Walk This Way," located behind the T&P Depot and pedestrian tunnel where a mural will be unveiled and a sculpture of a flying dragon.

Members of the Task Force also discussed the monthly meetings of the Abilene Downtown Association, which meets the first Thursday of each month. They would like to attend the meeting on September 2, 2021.

Future Agenda Items

The formal name of the District was discussed and tabled for the future agenda.

Discuss Future Meeting Dates

Members would like to hold the next meeting on Thursday, August 26, 2021 at 10 a.m.

ADJOURNMENT

Mr. Cochran moved to adjourn the meeting. Ms. Frazier seconded the motion. There being no further business, the meeting adjourned at 3:42 p.m.

A handwritten signature in black ink, appearing to read "Ian Nickerson", written over a horizontal line.

Ian Nickerson (Chair)



**MAYOR'S ENTERTAINMENT AND CULTURAL DISTRICT TASK FORCE
REGULAR MEETING MINUTES**

September 9, 2021

The following represents the agenda items that were discussed during the regular meeting on Thursday, September 9th at 2 p.m. in the Basement Conference Room at City Hall, Abilene, Texas.

Members present were Mandy Schuman, Cindy Frazier, Katherine Beeman, Steve Davis, JR Cochran and Ian Nickerson, Chair. Absent was Jeff Ronquillo.

City Staff present were Mr. Michael Rice, Ms. Kelley Messer, Ms. Cheryl Sawyers, and Ms. Melissa Farr (Recording).

Others present were members of the Abilene Downtown Association (ADA) Ms. Amanda O'Connor and Ky Kasselmann.

CALL TO ORDER

Mr. Nickerson called the meeting to order at 2 p.m.

MINUTES

Mr. Cochran moved to **approve** the minutes from the previous meeting held on August 12, 2021, as amended to reflect Ms. Frazier and Ms. Schuman as "Nays" for the extension of park hours. Ms. Beeman seconded the motion. The motion prevailed by the following vote:

AYES: Schuman, Frazier, Beeman, Davis, Cochran, Nickerson

NAYS: None

AGENDA ITEMS

- a. Study and Review Options to Create a Downtown Entertainment District
 1. Establish the Formal Name of the District (Tabled from August 12, 2021)

A formal name for the District was not discussed; however, Ms. O'Connor and Ms. Kasselmann were invited to the meeting to further discuss thoughts they would like for the City to consider. Some of these topics included parking, street lighting, restrooms for Downtown area, trash management, and the need for a streamlined process for special event permits.

Ms. O'Connor shared the desire for structured guidelines that the Downtown businesses can use to make business successful. The ABA has reached a point where they are hoping the task force will define an entertainment district and provide assistance to them. They would like to focus on infrastructure, rather than alcohol sales. They are looking forward to bigger events and growth for the Downtown culture. It was stated that Texas Alcoholic Beverage Commission (TABC) is the authority for alcohol sales and consumption. Business owners are already regulated by TABC, so they would appreciate the Task Force removing their focus from this aspect of the District. The owners are proud of the Downtown area, and desire to protect it and progress with integrity.

As Downtown business owners, they are committed to their responsibility associated with alcohol sales. She believes crime and alcohol consumption can be managed by both restaurant owners and presence of respected authorities, such as the Abilene Police.

When asked to expand on trash management, Ms. O'Connor stated that the area is currently included in City route trash pickup. The concern is in regards to special public events.

Mr. Rice and Ms. Schuman conversed about managing alcohol downtown after hours brought in by other people is not truly a current problem, or issue. It was agreed to not try to resolve a problem that does not exist.

Ms. O'Connor asked for a definition of a streamlining process for special events and how to make that happen. Again, she reminded the members this is a desire of current business owners in the area.

Mr. Nickerson stated that in reviewing the charge from the Resolution, it appears the Task Force has fulfilled its mission. Ms. Beeman added that an entertainment district is so much more than the focus on alcohol. She described it as being a place to grow the economy. Ms. Beeman remarked it is a marketing and branding opportunity.

Mr. Rice recommended to no longer discuss alcohol consumption and recognize it is already allowed and a managed process. He encouraged to focus on the report to educate the public.

He reminded everyone of the tasks that are City responsibilities. He also acknowledged the needs for the area and is happy to share with City Council. He asked if an entertainment is proven necessary and what the boundaries actually mean.

Mr. Cochran made the motion to recommend that City Council take no action outside of current TABC regulations and state law in regards to on or off-premise alcohol consumption. Ms. Beeman seconded the motion. The motion prevailed by the following vote:

AYES: Schuman, Beeman, Davis, Cochran, Nickerson

NAYS: Frazier

- b. Address Land Development Regulations That Limit or Prohibit Private Developer's Efforts to Revitalize the District

This item was not discussed.

- c. Discussion and Possible Recommendation on Land Development Use and Regulations

This item was not discussed.

Future Agenda Items

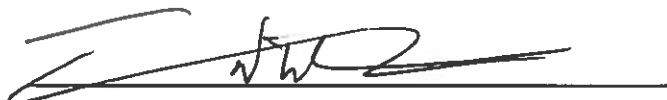
Topics to further discuss are the actual meaning and purpose of the set boundaries for the District and the cultural aspects.

Discuss Future Meeting Dates

Members would like to hold the next meeting on Thursday, September 16th at 1 PM.

ADJOURNMENT

Ms. Frazier moved to adjourn the meeting. There being no further business, the meeting adjourned at 3:13 p.m.


Ian Nickerson (Chair)



**MAYOR'S ENTERTAINMENT AND CULTURAL DISTRICT TASK FORCE
REGULAR MEETING MINUTES**

September 16, 2021

The following represents the agenda items that were discussed during the regular meeting on Thursday, September 16th at 1 p.m. in the Basement Conference Room at City Hall, Abilene, Texas.

Members present were Cindy Frazier, Katherine Beeman, Steve Davis, JR Cochran and Ian Nickerson, Chair. Absent members were Mandy Schuman and Jeff Ronquillo.

City Staff present were Mr. Michael Rice, Mr. Trent Dietz, Ms. Cheryl Sawyers, and Ms. Melissa Farr (Recording).

Others present were members of the Abilene Downtown Association (ADA) Ms. Ky Kasselmann and Ms. Allison Carroll, as well as Ms. Diane Leggett.

CALL TO ORDER

Mr. Nickerson called the meeting to order at 1 p.m.

MINUTES

Ms. Beeman moved to approve the minutes from the previous meeting held on September 9, 2021. Mr. Cochran seconded the motion. The motion prevailed by the following vote:

AYES: Frazier, Beeman, Davis, Cochran, Nickerson

NAYS: None

AGENDA ITEMS

a. Study and Review Options to Create a Downtown Entertainment District

Mr. Rice shared the draft presentation to members for their comments, questions, and recommendations. After discussion took place, it was concluded that **safety, a family-friendly environment, sanitation services, the inclusion of arts and culture, and the need for a point of contact as and education and coordination provider** are the main areas to be addressed.

Ms. Frazier provided a brief synopsis of a report, which was prepared by Ms. Frazier and Ms. Schuman. The report was provided to everyone present as a handout.

The recommendations suggested in their report were as follows:

1. Reinvest in downtown Abilene and elevate the economy by creating an entertainment district with guidelines for public health and safety.
2. Develop and enforce practices that prevent the overservice of alcohol.
3. Limit the number of establishments that sell alcohol within the proposed district.

Ms. Diane Leggett, managing partner of Under One Roof, expressed her disappointment with the Task Force and City Staff, as she was unaware of the specific charge for the group. She proclaimed her adoration for the City of Abilene and its downtown area, and sees the formation of this group as an "opportunity" to fulfill visions and dreams for the community.

Mr. Cochran made the motion to recommend the future exploration and creation of an economic development group who will focus on the five main areas of interest (in bold) discussed above. Ms. Frazier seconded the motion. The motion prevailed by the following vote:

AYES: Frazier, Beeman, Davis, Cochran, Nickerson

NAYS: None

Mr. Cochran moved to remove and rescind the approval of established boundaries for the District. As no one seconded, the motion failed.

Ms. Frazier made the motion to recommend the extension of the boundaries set for the District to include both sides of Hickory and Orange Streets from N. 6th Street to the railroad tracks. Ms. Beeman seconded the motion. The motion prevailed by the following vote:

AYES: Frazier, Beeman, Davis, Cochran, Nickerson

NAYS: None

- b. Address Land Development Regulations That Limit or Prohibit Private Developer's Efforts to Revitalize the District

This item was not discussed.

- c. Discussion and Possible Recommendation on Land Development Use and Regulations

This item was not discussed.

Future Agenda Items

Mr. Rice will prepare a revised presentation to include the recommendations from this meeting for possible vote to approve and forward to the Planning and Zoning Commission and City Council.

Discuss Future Meeting Dates

Members would like to hold the next meeting on Tuesday, September 28, 2021 at 9:30 a.m.

ADJOURNMENT

There being no further business, the meeting adjourned at 2:55 p.m.



Ian Nickerson (Chair)



**MAYOR'S ENTERTAINMENT AND CULTURAL DISTRICT TASK FORCE
REGULAR MEETING MINUTES**

September 28, 2021

The following represents the agenda items that were discussed during the regular meeting on Tuesday, September 28th at 9:30 a.m. in the South Branch Library at the Mall of Abilene, Abilene, Texas.

Members present were Cindy Frazier, Katherine Beeman, Mandy Schuman and Ian Nickerson, Chair. Absent members were Steve Davis, JR Cochran and Jeff Ronquillo.

City Staff present were Mr. Michael Rice, Ms. Kelley Messer, Ms. Cheryl Sawyers, and Ms. Melissa Farr (Recording).

CALL TO ORDER

Mr. Nickerson called the meeting to order at 9:37 a.m.

MINUTES

Ms. Beeman moved to **approve** the minutes from the previous meeting held on September 16, 2021 with the revisions to include specific recommendations represented in the report from Ms. Frazier and Ms. Schuman. Ms. Schuman seconded the motion. The motion prevailed by the following vote:

AYES: Frazier, Beeman, Schuman, Nickerson

NAYS: None

AGENDA ITEMS

Receive a Report, Hold a Discussion and Public Hearing, and Take Action on the Revised Presentation of Recommendations to the Planning and Zoning Commission and City Council

Present members agreed the revised presentation provided was a correct representation of their recommendations and positions thereof.

Mr. Nickerson made the motion to accept the presentation and grant permission to move forward. Ms. Beeman seconded the motion. The motion prevailed by the following vote:

AYES: Frazier, Beeman, Schuman, Nickerson

NAYS: None

Future Agenda Items

Mr. Rice will present the recommendations of this task force to the Planning and Zoning Commission and City Council.

Discuss Future Meeting Dates

The presentation of recommendations will be heard by the Planning and Zoning Commission on October 5th and City Council on November 4th. Future meeting dates are not currently expected.

ADJOURNMENT

There being no further business, the meeting adjourned at 9:47 a.m.

Ian Nickerson (Chair)

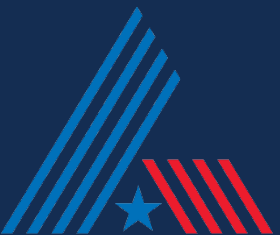
Mayor's Entertainment District Task Force



Mayor's Entertainment District Task Force

"Creation and Purpose"

- The Mayor's Entertainment District Task Force (Task Force) was created by the Mayor and City Council with Resolution 56-2021 on April 22, 2021.
- The Task Force was charged with "studying and reviewing options to create an downtown entertainment district, which includes allowing off premise consumption of alcohol within the district and addresses land development regulations that limit or prohibit private developer's efforts to revitalize the district."
- The Task Force was asked to make a formal presentation to the City Council and the Planning and Zoning Commission at the conclusion of its work. The presentation shall contain their recommendations.



Mayor's Entertainment District Task Force

"Members"

Chairman

Ian Nickerson

Members

Mandy Schuman

Cindy Frazier

Katherine Beeman

Steve Davis

Jeff Ronquillo

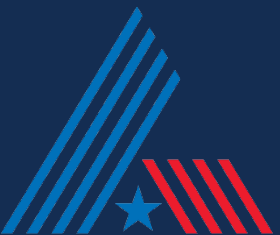
J.R. Cochran



Mayor's Entertainment District Task Force

"Meetings"

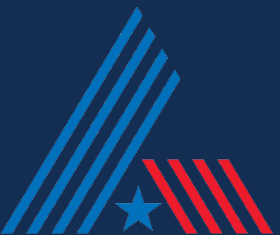
- The Task Force held their 1st meeting on May 13, 2021.
- Meetings were held on: May 27, June 10, July 8, July 29, Aug. 12, and Sept. 9, Sept. 16, Sept. 28. Some Task Force members met with the Abilene Downtown Association on Sept. 2.
- Guests at the meetings: Tim Smith (Downtown Developer), George Levesque (Paramount Theatre), Marcus Dudley (Police Chief), Doug Wren (Asst. Police Chief), Gerald Moran (Police Lt. II), Richard Rogers (Community Services), TABC representatives (by phone), Josh Black (Abilene Preservation League), Dale Carter (12th Armored Division Memorial Museum), Lynn Barnett (Abilene Cultural Affairs Council), Amanda O'Connor (ADA, Cypress Street Station), Ky Kasselmann (ADA, Grain Theory), Diane Leggett (ADA, Under One Roof), Allison Carrol (ADA, Monks Coffee Shop)



Mayor's Entertainment District Task Force

"Discussion Topics"

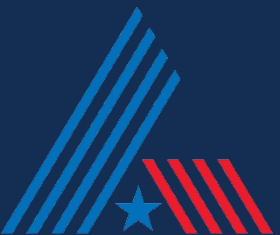
- What is an Entertainment District
- Alcohol, Alcohol to Go
- Businesses
- Crime, Public Intoxication
- Cultural District
- Entertainment District Boundary
- Entertainment
- Family Friendly
- Glass beverage containers
- Homeless/Homelessness
- Hours of Operation
- Land Uses
- Lighting
- Parking
- Parks, Dog Park, Playground
- Possible Business Roadblocks
- Safety
- Special Event Process
- Trash
- Walkability/Pedestrian Access



Mayor's Entertainment District Task Force

"Findings"

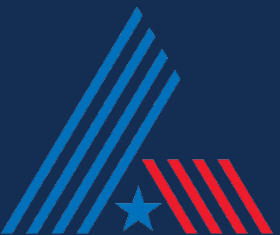
- Public Consumption of Alcohol is currently lawful in Abilene, TX. TABC regulates Alcohol Sales, On Premise Alcohol Consumption, and Alcohol to Go.
- The City of Abilene Police Department currently address excessive Alcohol consumption through current state and local laws.
- The Police Department does not have the capacity to enforce additional Abilene Regulations concerning alcohol consumption within the Entertainment District boundary.
- No recurring issues were identified that limit or prohibit private developer's efforts to revitalize downtown.



Mayor's Entertainment District Task Force

"Findings (continued)"

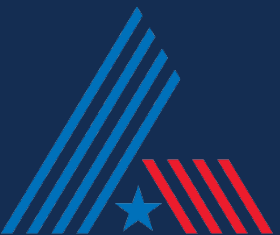
- Downtown Business owners want the City to address parking, trash, pedestrian lighting, public restrooms, and a streamlined special event process.
- There is a desire to promote the Downtown area.
- There is a desire to promote a Family Friendly downtown.
- There is a need for improved education & communication within the Downtown community. A full-time Downtown Coordinator or a central point of contact would be beneficial in addressing this need.



Mayor's Entertainment District Task Force

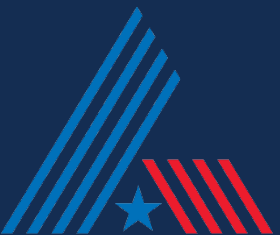
"Recommendations"

- Adopt the concept of creating & establishing the boundaries of an Entertainment and Cultural District and pursue with details being later defined (5/27/21)
- Approve Entertainment District Boundaries (7/29/21)
- Prohibit use of Glass Beverage Containers in Public Spaces within the Entertainment District Boundary (8/12/21)
- Recommend allowing Alcohol Consumption in Minter Park and Evermann Park (8/12/21)
- Recommend extending Park Hours within the Entertainment District to 2 a.m. (8/12/21)
- Recommend City Council take NO ACTION outside of current TABC regulations and state law in regards to on and off-premise alcohol consumption. (9/9/21)
- Recommend an Amendment to the Entertainment District Boundary (9/16/21)



Mayor's Entertainment District Task Force "Entertainment District Boundary"

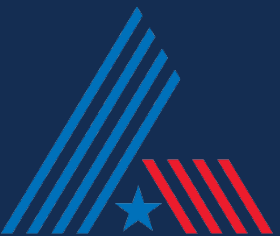
ENTERTAINMENT DISTRICT EXHIBIT



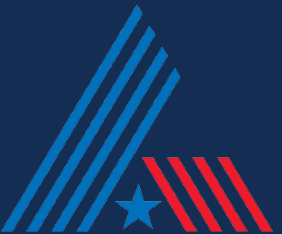
Mayor's Entertainment District Task Force

"Conclusion"

- The Task Force has met the charges contained within Resolution 56 -2021.
- The Task Force Recommends & Encourages Future Planning in Downtown with an emphasis on: Safety, Sanitation, Art & Culture, and a Family Friendly atmosphere.



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 11/4/2021

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Chief Building Official

SUBJECT: **17. Ordinance (Final 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

L. C. SHARP'S ADDITION TO ABILENE.



3681

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.

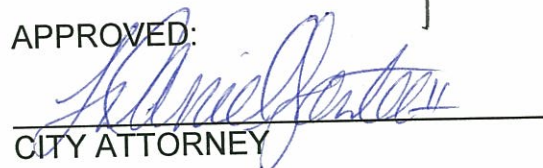
PASSED this 25th day of August A.D. 2011.

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".

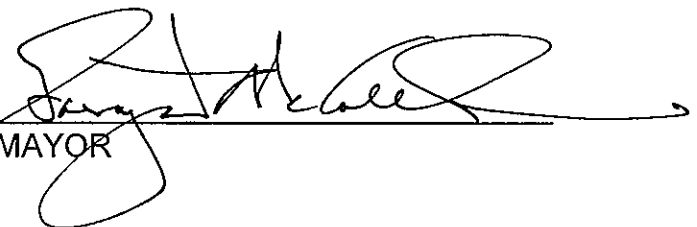
PART 2: That the Planning and Zoning Commission shall periodically review the Carver Neighborhood Revitalization Plan - 1998 and recommend to the Council extensions, changes or additions to the Plan which the Commission considers necessary in the light of changing conditions.

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

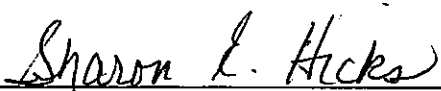
ADOPTED THIS 9 day of July, A.D. 1998.

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

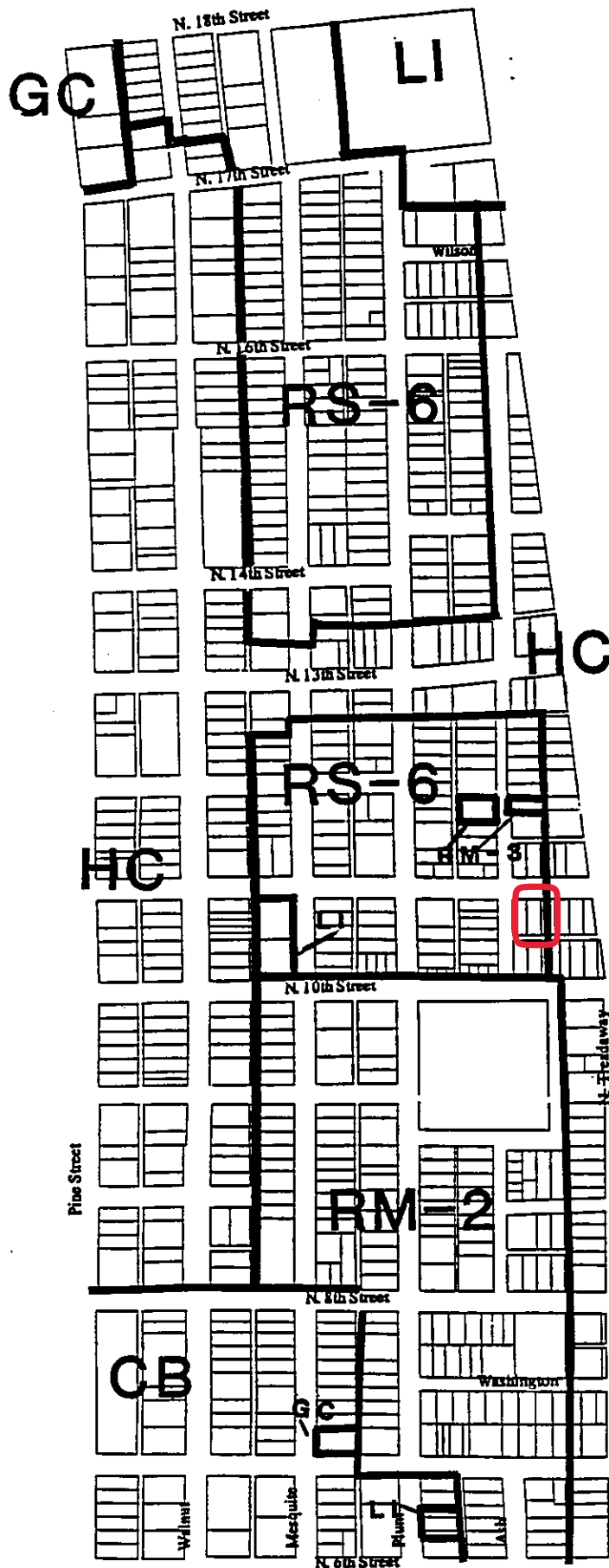
N. Treadaway Blvd.

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.

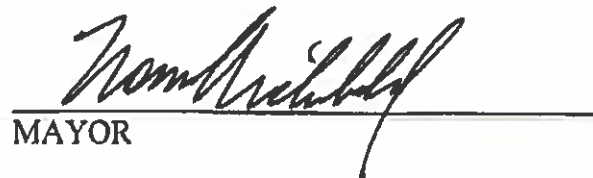
PASSED ON FIRST READING this 22nd day of September, A.D. 2015.

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

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.

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

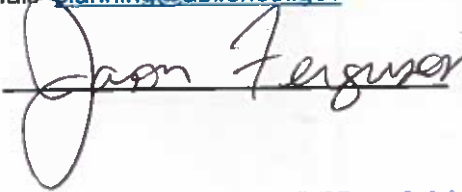
Mailing To: Planning and Development Services
P.O. Box 60, Abilene TX 79604-0060

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

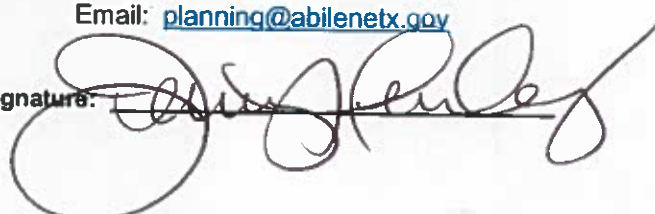
Address: 541 N 11TH ST

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

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

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

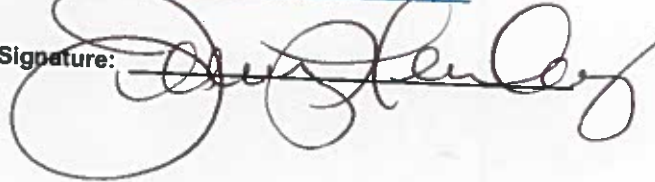
Name: HENLEY JENNY
Parcel I.D.: 43163
Address: 557 N 11TH ST

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: _____

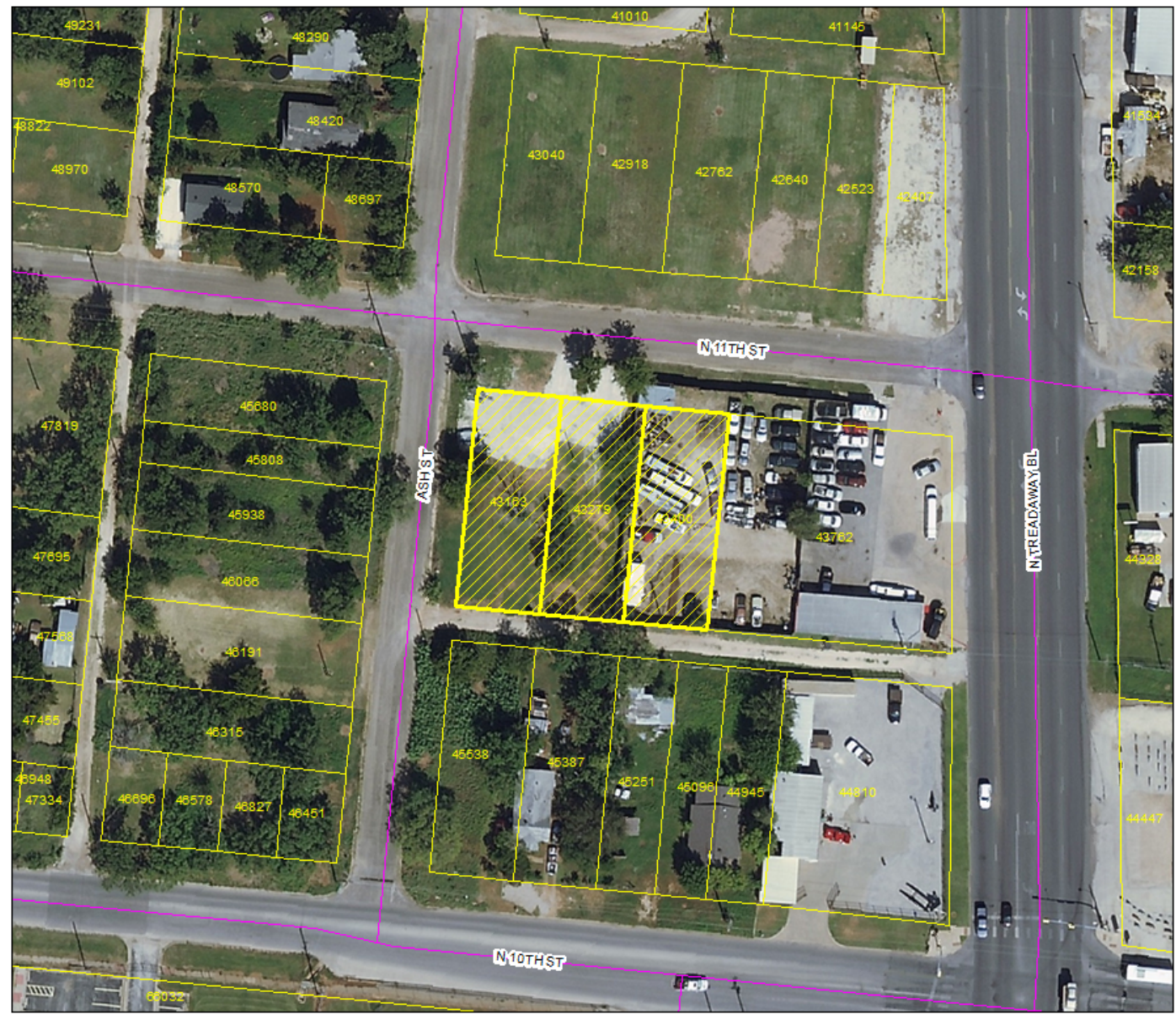
A handwritten signature in black ink, appearing to read "James J. Burr", written over a horizontal line.

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 LOCATION MAP



Location Map

Legend

Z-2021-28

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

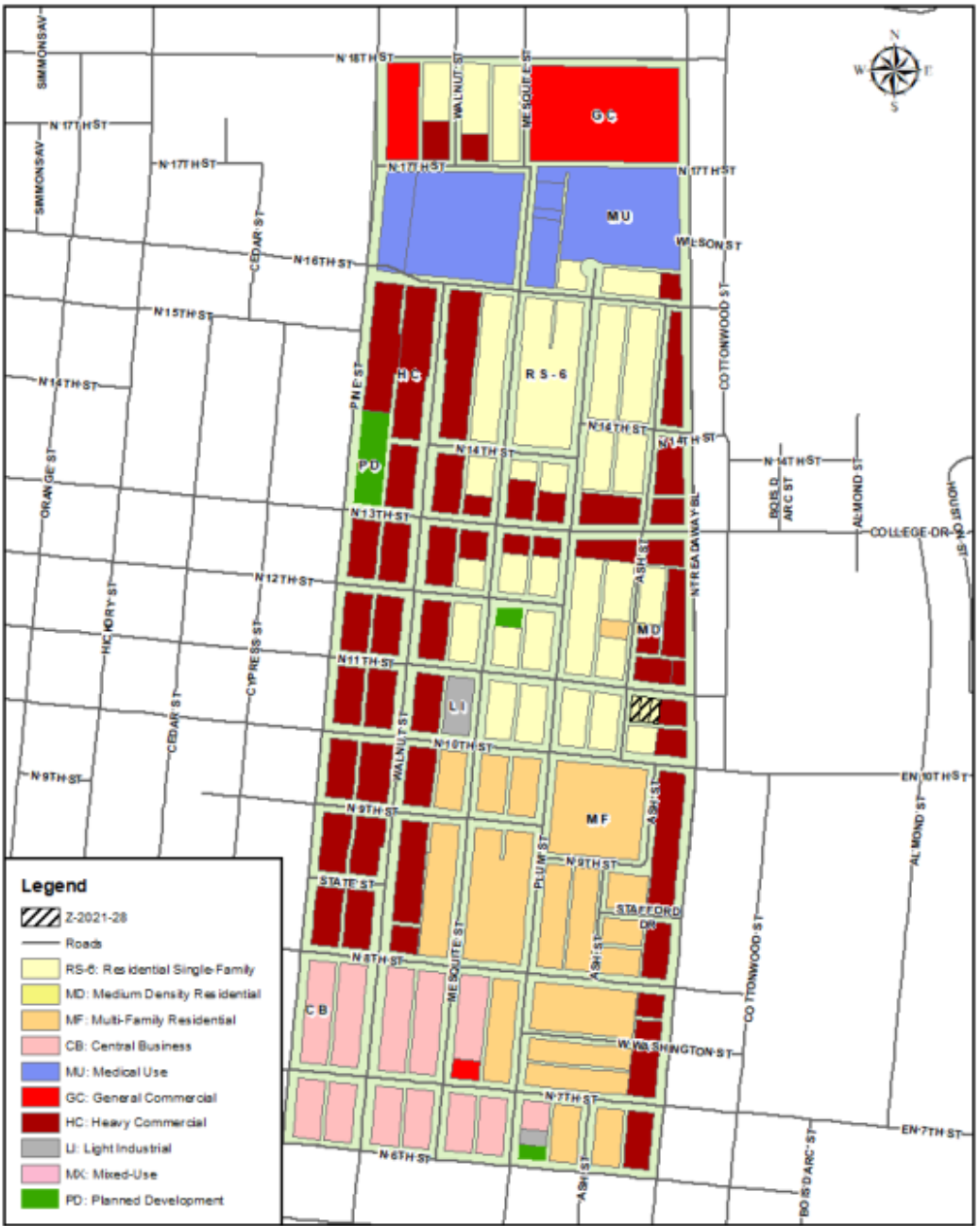
Indicates Permitted
Uses not Permitted
within HC District

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: 11/4/2021

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Chief Building Official

SUBJECT: 18. Ordinance (Final 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.

AMEND the graphic concept plan originally attached as Exhibit B to Ordinance No. 24-2006, specifically as follows:

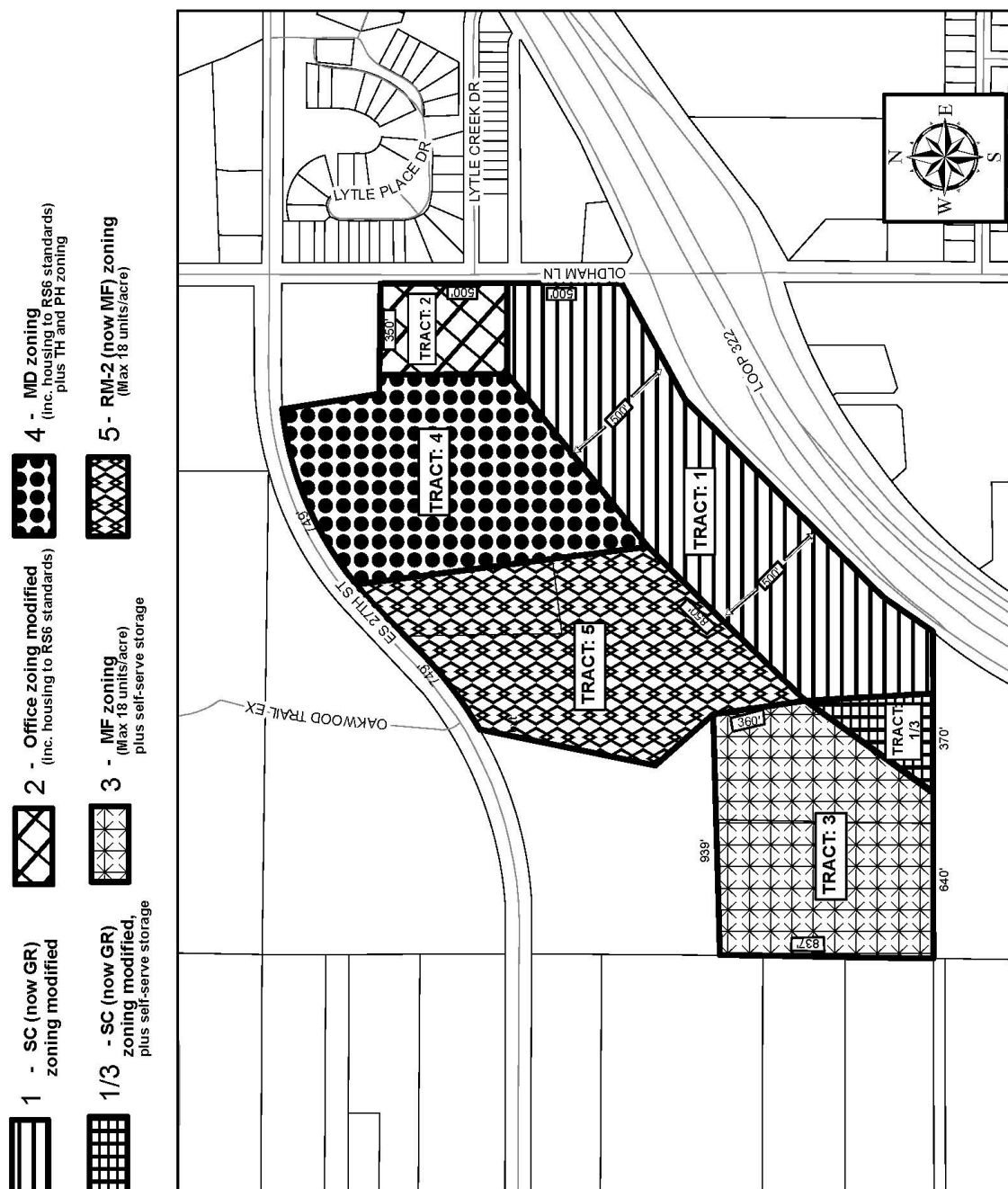
DELETE: said graphic concept plan attached as Exhibit B to Ordinance No. 24.2006.

ADD: the following graphic concept plan identified as Exhibit B and attached to this ordinance.

Exhibit B (PD 104)*

*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

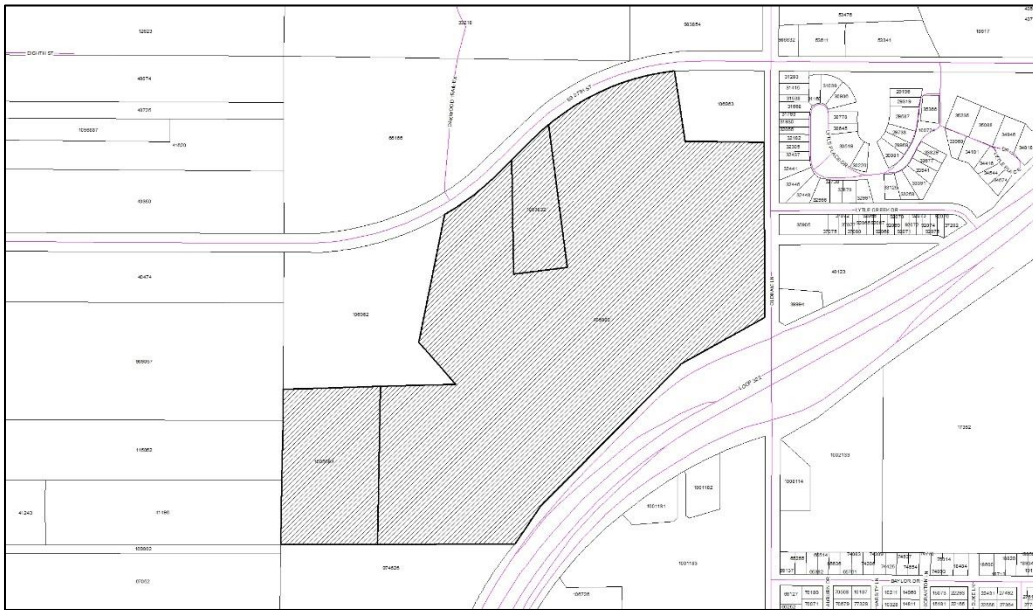
Owner	Parcel ID	Response
108 REAL ESTATE LLC	115052	
108 REAL ESTATE LLC	41496	
ABILENE BIBLE CONFERENCE ASSO	40123	
ABILENE NATIONAL SOCCER	969057	
ABILENE STATE SCHOOL	33218	
ABILENE STATE SCHOOL	106963	
ABILENE STATE SCHOOL	66166	
AGUIRRE GILBERT B & DOMINIQUE R	32441	
ANDERSON MARTHA	31668	
BAUGHMAN 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

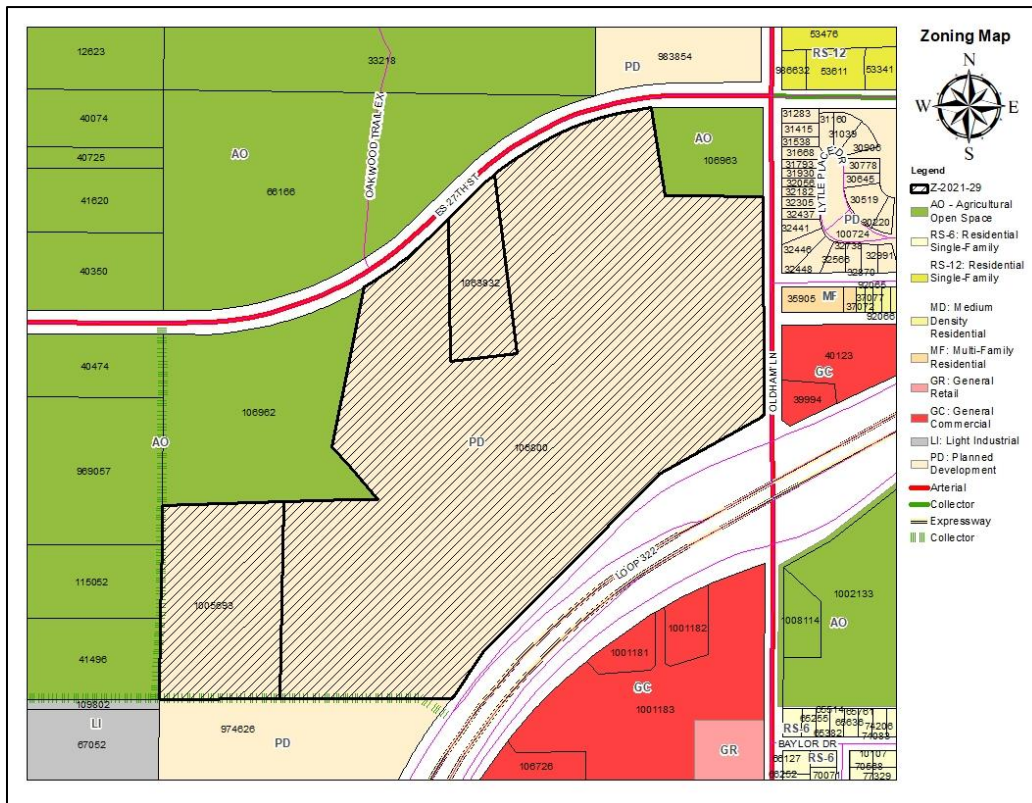
Application

PowerPoint Presentation

LOCATION MAP



ZONING MAP



- | | | |
|--|---|--|
|  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) |

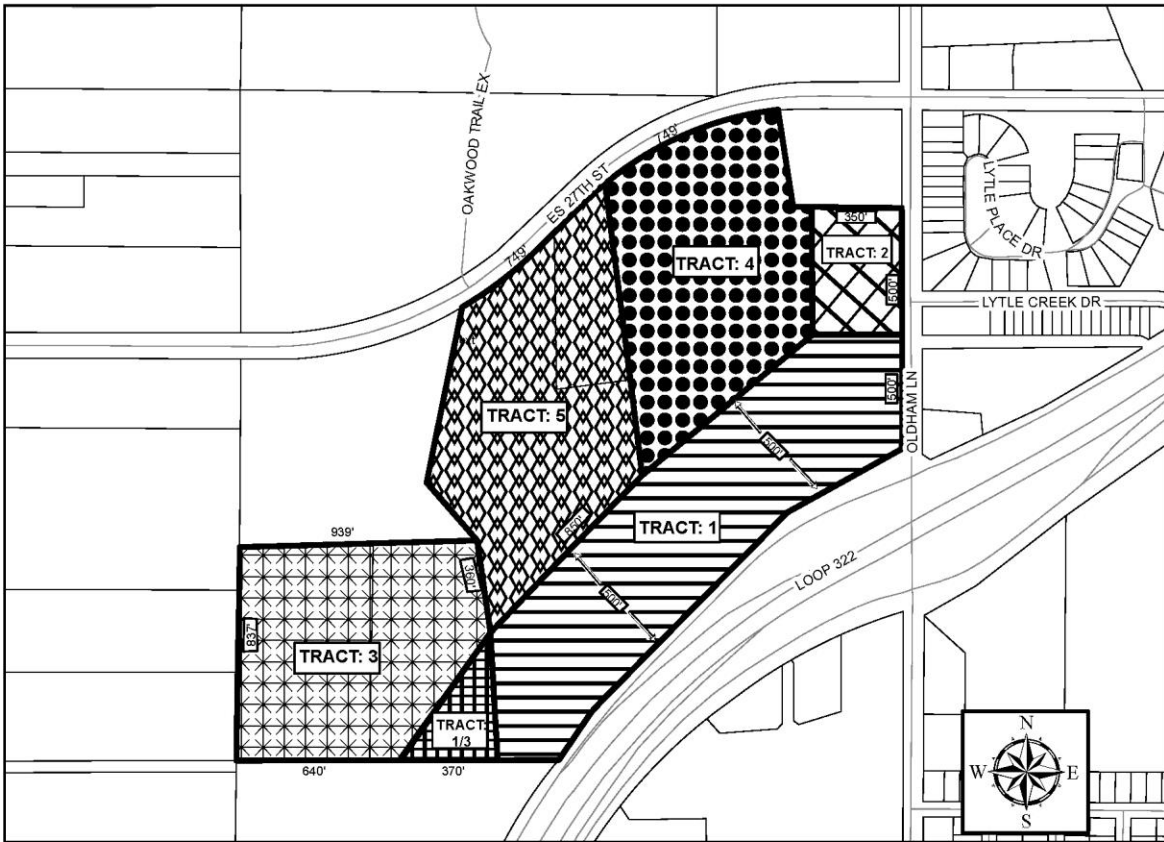


Exhibit B (PD 104)*

SCALE: 1 inch = 500 feet

*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.

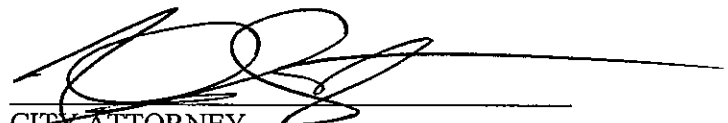
PASSED ON SECOND AND FINAL READING THIS 22nd day of June, A.D. 2006.

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 -

1 Uses with Modifications

2 SC Uses and/ or Self Storage

3 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

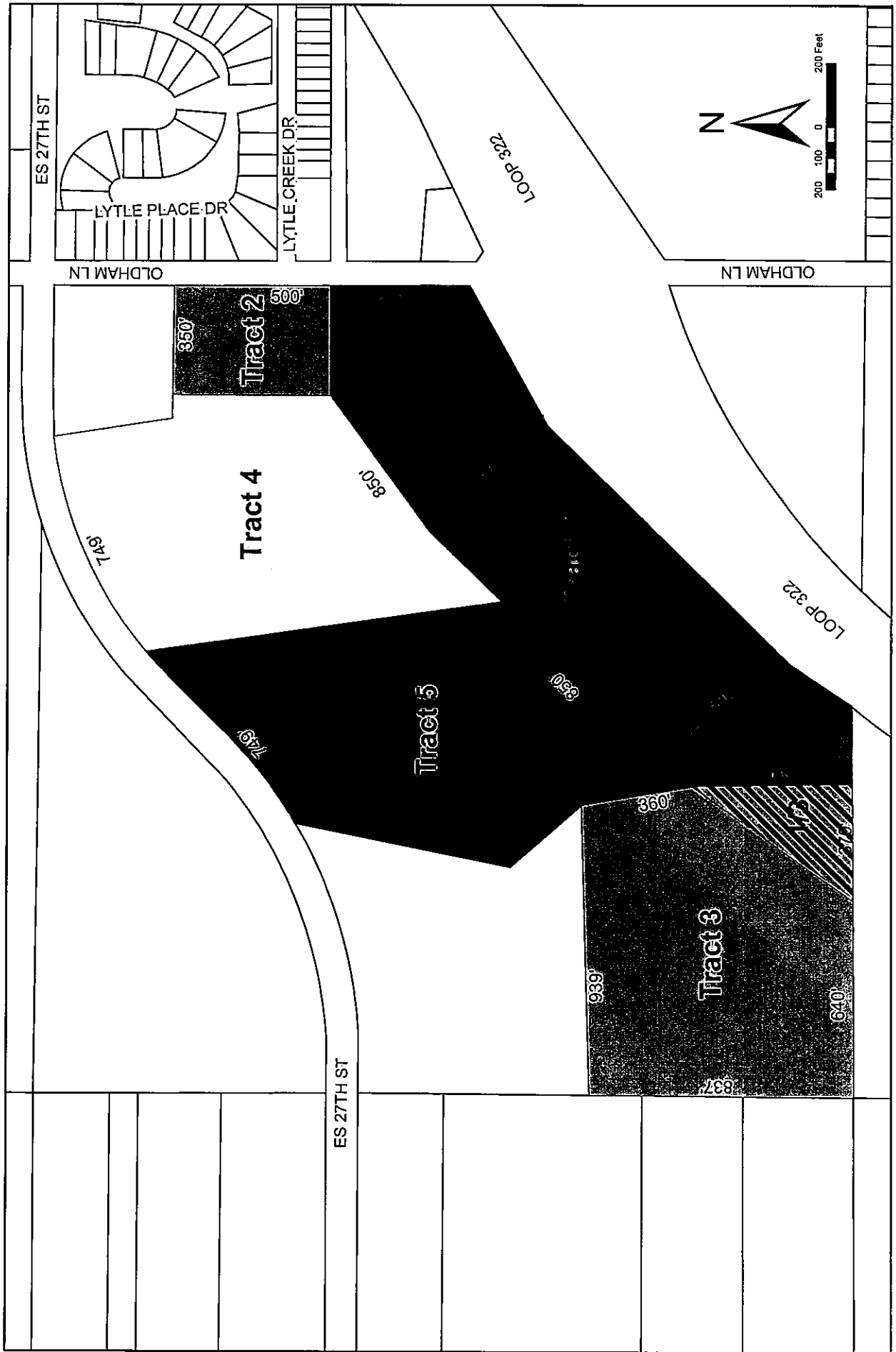


EXHIBIT C

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:

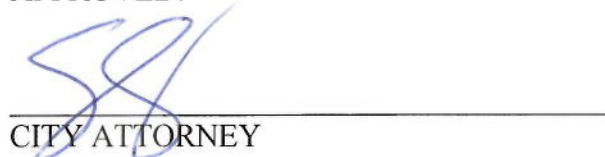

CITY ATTORNEY

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 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 ☐

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 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 ☐
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

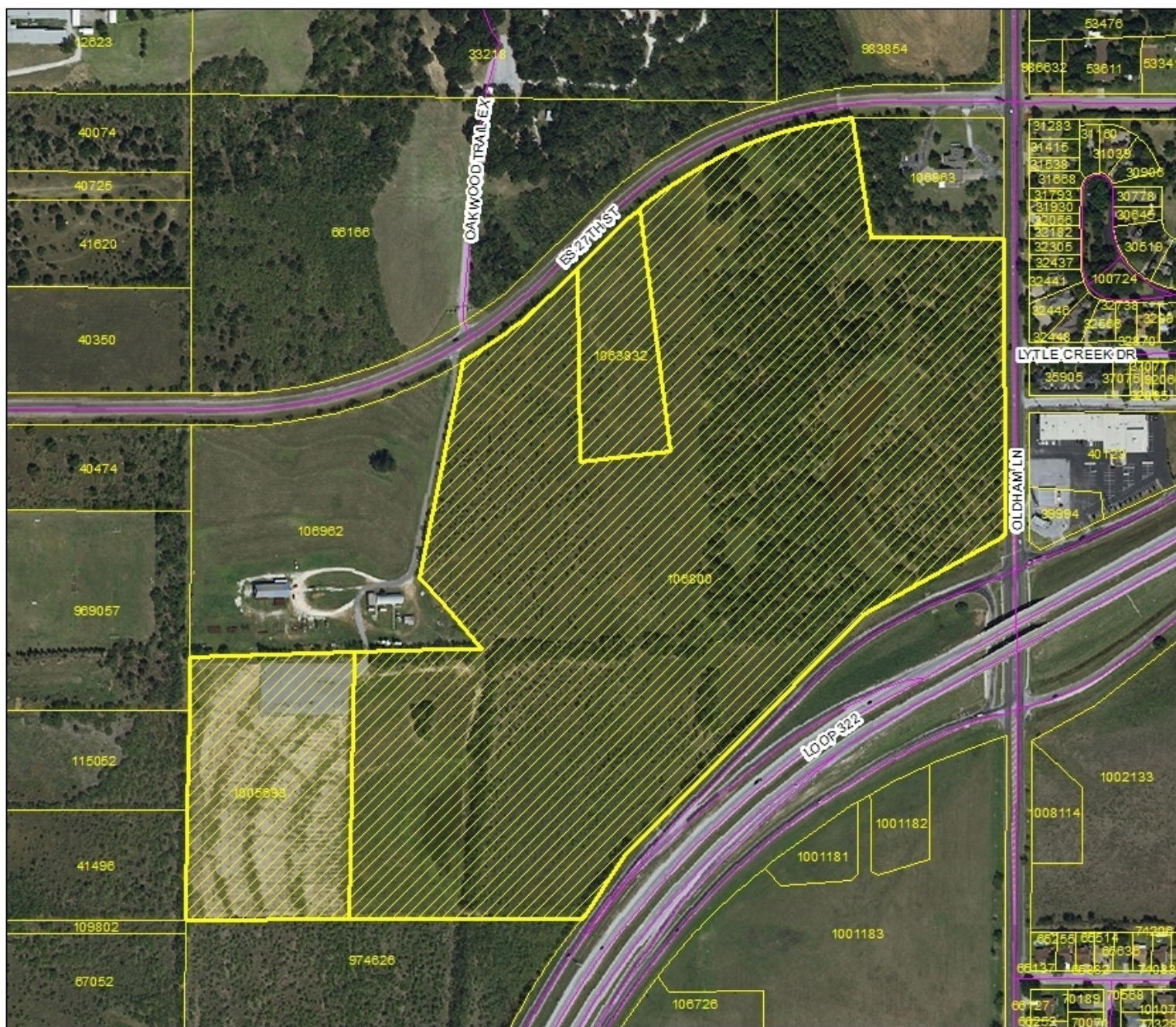
Request: Amend Planned Development District 104

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 LOCATION MAP

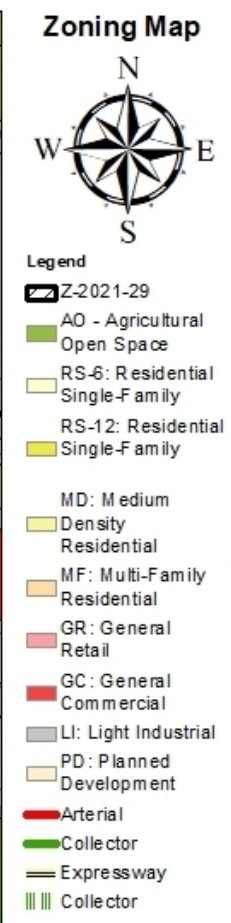


Location Map



Legend

 Z-2021-29



Z-2021-29 GRAPHIC CONCEPT PLAN

- | | | |
|--|---|--|
|  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) |

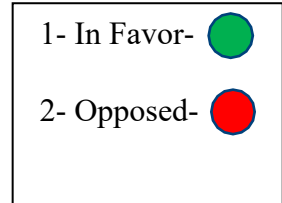


Exhibit B (PD 104)*

*AS AMENDED IN 2021

SCALE: 1 inch = 500 feet





- 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: 11/4/2021

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 19. 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)

1. 101 Cypress Street
2. 1250 N 1st

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



**City Council
Agenda Memo**

City Council Meeting Date: 11/4/2021

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 20. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Casting a Vote to Nominate a Member to the Taylor County Appraisal District Board of Directors (*Shawna Atkinson*)

GENERAL INFORMATION

Casting votes for the Taylor County Central Appraisal District Board of Directors to Ms. Jessica Cantu.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution Taylor County
2. Taylor County Presentation Slide

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, CASTING
OUR VOTES FOR THE TAYLOR COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS**

WHEREAS, the Texas Property Tax Code allows tax jurisdictions to cast votes for a single nominee or up to five nominees to serve on the Board of the Central Appraisal District of Taylor County for a term of office of two years beginning January 1, 2022;

WHEREAS, the City of Abilene desires to cast votes to nominate a person to said board;

AND WHEREAS, said tax unit recognizes the importance of cost-effective operations of the Appraisal District;

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

SECTION 1: The City Council of the City of Abilene hereby resolves to cast our votes for the following individual for a position on the Board of Directors of the Taylor County Appraisal District:

Jessica Cantu

PASSED AND APPROVED THIS THE 4th DAY OF NOVEMBER, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

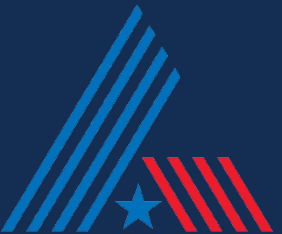
Resolution:

Casting a Vote to Nominate a Member to the
Taylor County Appraisal District Board of Directors:

- Jessica Cantu



QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 11/4/2021

TO: Honorable Mayor and Members of the City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 21. 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 (*Shawna Atkinson*)

GENERAL INFORMATION

Casting votes for the Jones County Central Appraisal District Board of Directors to Ms. Haley Jo Oates

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution Jones County
2. Jones County Presentation Slide

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, CASTING
OUR VOTES FOR THE JONES COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS**

WHEREAS, the Texas Property Tax Code allows tax jurisdictions to cast votes for a single nominee or up to five nominees to serve on the Board of the Central Appraisal District of Jones County for a term of office of two years beginning January 1, 2022;

WHEREAS, the City of Abilene desires to cast votes to nominate a person to said board;

AND WHEREAS, said tax unit recognizes the importance of cost-effective operations of the Appraisal District;

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

SECTION 1: The City Council of the City of Abilene hereby resolves to cast our votes for the following individual for a position on the Board of Directors of the Jones County Appraisal District:

Haley Jo Oates

PASSED AND APPROVED THIS THE 4th DAY OF NOVEMBER, 2021.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Resolution:

Casting a Vote to Nominate a Member to the Jones
County Appraisal District Board of Directors:

- Haley Jo Oates



QUESTIONS?

