



## City of Abilene City Council Agenda

Weldon Hurt, Mayor Pro-tem  
Shane Price, Council Member  
Lynn Beard, Council Member  
Robert Hanna, City Manager

Anthony Williams, Mayor

Donna Albus, Council Member  
Kyle McAlister, Council Member  
Travis Craver, Council Member  
Stanley Smith, City Attorney  
Shawna Atkinson, City Secretary

**Notice is hereby given of a meeting of the City Council of City of Abilene to be held on July 28, 2022, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.**

### **CALL TO ORDER**

### **INVOCATION**

1. Councilmember Travis Craver

### **PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG**

### **PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS**

2. **Proclamations:**

- Water Quality Month

### **CONSENT AGENDA AND PUBLIC COMMENTS**

All items listed in the Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion or presentation of these items unless otherwise requested by a Council Member. In the event one or more Council Members remove an item from the consent Agenda for separate discussion or presentation, the item or items removed will be considered in numerical order as part of the Regular Agenda and shall include a public hearing.

After the Council Members have requested any item on the consent Agenda be considered separately, the public comment period will be held. The public comment section of the consent agenda allows members of the public to present any ideas or information to the City Council and staff, and also allows for public comment on the consent agenda items not otherwise pulled for separate consideration. Neither the City Council nor staff will engage in discussion with the public during the public comments unless the item is listed on the Council agenda.

Members of the public will have a total time limit of three (3) minutes to speak during the public

comments section.

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on July 14, 2022 (**Shawna Atkinson**)
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter (**Shawna Atkinson**)
  - Betty Hardwick Center Board of Trustees
  - Senior Citizens Advisory Board
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter into a Management Agreement between ASM Global and the City of Abilene for Management Services for the Abilene Convention Center (**Mindy Patterson**)
6. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on the Approval of FY 2022/2023 One-Year Action Plan for CDBG and HOME Programs (**Leticia Reeves**)
7. **Resolution:** Receive a Report, Hold a Discussion and Take action on Approving the Purchase of New Furniture for Phase One of the First Floor Remodel (**Tim Littlejohn**)
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approval for the City Manager to enter into a contract with Bontke Brothers Construction, Inc. for the replacement and repair of bridges at Maxwell Municipal Golf Course (**Lesli Andrews**)
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Award a Contract to The Goodman Corporation for Architectural/Engineering Services for a New Multimodal Transit Facility (**Don Green**)
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter into a Memorandum of Understanding between All Kind Animal Initiative and the City of Abilene for the Development of a Pet Adoption and Resource Center on City Property (**Robert Hanna**)
11. **Resolution:** Receive a Report, Hold a Discussion and Take Action on authorizing a contract for the Cleaning and Inspection of the West Sewer Interceptor (**Rodney Taylor**)
12. **Resolution:** Receive a Report, Hold a Discussion and Take Action Authorizing the City Manager to enter into an Advanced Funding Agreement with Texas Department of Transportation for the N 10th Street Highway Safety Improvement Program Project (**Max Johnson**)
13. **Resolution:** Receive a Report, Hold a Discussion and Take Action Authorizing the City Manager to enter into an Advanced Funding Agreement with Texas Department of Transportation for the Rebecca Lane Highway Safety Improvement Program Project (**Max Johnson**)
14. **Resolution:** Receive a Report, Hold a Discussion and Take Action Authorizing the City Manager to enter into an Advanced Funding Agreement with Texas Department of Transportation for the S 14th Street Flashing Yellow Arrow Highway Safety Improvement Program Project (**Max Johnson**)
15. **Resolution:** Receive a Report, Hold a Discussion and Take Action Authorizing the City Manager to enter into an Advanced Funding Agreement with Texas Department of



Transportation for the S 14th Street Interconnected System Highway Safety Improvement Program Project (Max Johnson)

16. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Approve an Extended Term Street Use License with TTY Holdings, LLC (Max Johnson)
17. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-286, Decreased Speed Limits - School Zones," of the Abilene Municipal Code, By Amending Two (2) School Zones near Bassetti Elementary and Wylie Early Childhood Center; Adding Two (2) Existing Zones on Beltway South (FM 707); and Adding a New School Zone on Oldham Ln (FM 1750) (Max Johnson)
18. **Ordinance (First Reading) Z-2022-14:** Receive a Report, Hold a Discussion and Take Action on A Request From Weatherbee Construction Represented By Jacob & Martin To Amend The Terms And Conditions Of Planned Development District Number 104 Specifically Rezone approximate 14.34 acres currently Residential Medium Density to create and add tract 6 of Planned Development District (PD- 104) and modifying PD-104 to add and allow 50' wide residential lots as a permitted use within all tracts, save and except, Lot 1, Block A (MF), Trails of Abilene Addition. (Tim Littlejohn)
19. **Ordinance (First Reading) Z-2022-16:** Receive a Report, Hold a Discussion and Take Action on A Request From Arete Interests, LLC Represented By Jacob & Martin To Amend The Terms And Conditions Of Planned Development District Number 159A Specifically To Amend The Concept Plan To Allow For More Residential Uses. Legal Description Being Lots 101-109, Block A, Parramore's Subdivision, Abilene In Taylor County, Texas. (Tim Littlejohn)
20. **Ordinance (First Reading) Z-2022-17:** Receive a Report, Hold a Discussion and Take Action on A Request From Grace Tabernacle Church Represented By Nancy Brown And Gene Dezell To Change Zoning From Residential Single Family (RS-6) To Neighborhood Retail (NR), On Approximately .62 Acres In South Abilene, Legal Description Being Lots 5-8, Block 15, Campus Addition, Abilene, Taylor County, Texas. (Tim Littlejohn)
21. **Ordinance (First Reading) CUP-2022-06:** Receive a Report, Hold a Discussion and Take Action on A Request From Patrick Batten Represented By Rylie Batten For Approval Of A Conditional Use Permit Allowing A Group Home (A.K.A. Halfway House) On Approximately .16 Acres Of Residential Medium Density (MD) District at 1242 Orange St In North Abilene, Legal Description Being Lot 12 In Block F Of Steffens & Lowden, Abilene, Taylor County, Texas. (Tim Littlejohn)
22. **Ordinance (First Reading) Z-2022-15:** Receive a Report, Hold a Discussion and Take Action on A Request From Cimarron Meadows Development Corp. Represented By Jacob & Martin To Amend The Terms And Conditions Of Planned Development District Number 170 Specifically To Add Approximately 37 Acres Of Existing Residential Medium Density (MD) And Approximately 15 Acres Of Agricultural Open Space (AA) Zoning And Amending Them To Allow For 5,000 Square Foot Lots With 5 Foot Side Setbacks And 50 X 100 Foot Lot Dimensions. (Tim Littlejohn)
23. **Ordinance (First Reading) Z-2022-18:** Receive a Report, Hold a Discussion, and Take Action on A Request From Sugar Agua #1 Ltd Represented By Matthew Muzechenko To Change Zoning On Approximately 7.15 Acres In Southwest Abilene From Agricultural Open (AO) To General Commercial (GC). (Tim Littlejohn)

**REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS**

24. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-286, Decreased Speed Limits - School Zones," of the Abilene

Municipal Code, By Amending School Zone near Dyess Elementary and Updating AISD school names (Max Johnson)

25. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Amended 2021-2022 Fiscal Year Budget for the Development Corporation of Abilene (Misty Mayo)
26. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Fiscal Year 2023 Budget for the Development Corporation of Abilene (Misty Mayo)
27. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Development Corporation of Abilene's Economic Development Plan (Misty Mayo)

## **BUDGET ORDINANCES**

**These ordinances will only be considered if not completed during the Special Called Budget Meeting on 7/27/2022**

28. **Ordinance (Consider on First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Revised 2021-2022 Budget
29. **Ordinance (Consider on First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Proposed 2022-2023 Budget
30. **Ordinance (Consider on First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Setting the Tax Levy
31. **Ordinance (Consider on First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting Fees and Charges for FY 2022-2023

## **EXECUTIVE SESSION**

32. **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. 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
4. 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
5. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
6. 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
7. 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
8. 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
9. Cockrell Investment Partners, L.P. v. Middle Pecos Groundwater Conservation District, et al.; Cause No. P827783CV, in the 83rd Judicial District Court, Pecos County, Texas; filed September 11, 2020

10. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
11. Samuel Hightower v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December 28, 2021
12. Zach Williams v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December 28, 2021
13. Allstate Fire and Casualty Insurance Company as Subrogee of Del Davis v. City of Abilene; Case No. SC22-11166J11, In the Justice Court, Precinct 1, Place 1, Taylor County, Texas, filed March 30, 2022

**B. 551.072 (Deliberations about Real Property)**

**C. 551.073 (Deliberations about Gifts and Donations)**

**D. 551.074 (Personnel Matters)**

1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards & Commissions May be Discussed, as needed for (re)appointment

**E. 551.076 (Deliberations about Security Devices)**

**F. 551.087 (Business Prospect/Economic Development)**

**RECONVENE**

**REGULAR AGENDA**

33. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Possible Action on a Request for Extended Line of Duty Illness or Injury Leave of Absence Made By Police Officer **(Marcus Dudley)**

**ADJOURNMENT**

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

**CERTIFICATION**

*I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 22nd day of July, 2022, at 3:00 p.m.*

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*Kaitlin Richardson, TRMC*  
Deputy City Secretary



**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

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

**FROM:** Shawna Atkinson, City Secretary

**SUBJECT:** 3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on July 14, 2022  
(*Shawna Atkinson*)

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**GENERAL INFORMATION**

Approval of the Minutes from the Regular Meeting Held on July 14, 2022

**SPECIAL CONSIDERATIONS**

None.

**FUNDING/FISCAL IMPACT**

None

**STAFF RECOMMENDATION**

Approval of the Minutes

**BOARD OR COMMISSION RECOMMENDATION**

N/A

**ATTACHMENTS:**

1. 06-23-2022 Minutes - Regular - Morning

## **CITY COUNCIL MEETING**

**July 14, 2022 at 8:30 a.m.**

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

The City Council of the City of Abilene, Texas met in Regular Session on July 14, 2022, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Anthony Williams was present and presiding, along with Mayor Pro-tem Weldon Hurt, Deputy Mayor Pro-tem Donna Albus, and Councilmembers Shane Price, Lynn Beard, Kyle McAlister and Travis Craver. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Lynn Beard delivered the invocation.

Lauren Sawyers, 4<sup>th</sup> Grader at Wylie West Intermediate, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

### **PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS**

- Service Awards:
  - Mike Michaud – 30 Years – Water Utilities
- Proclamations:
  - Minority Mental Health Awareness Month – accepted by William Boyd from NAMI.
  - Parks & Recreation Month – accepted by Lesli Andrews and Parks & Recreation Department Staff.

### **PRESENTATION OF CONSENT AGENDA**

The Consent Agenda consisted of items 4-12. No items were pulled for individual consideration.

### **PUBLIC COMMENTS**

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

- Cynthia Alvidrez – stated she is opposed to Items 5, 10, 11, and 17. She has issues with people getting on boards and stated that she wants a change to the process on board member selection. Ms. Alvidrez stated that the items to be donated for Item 10 would be better utilized being recycle back into the parks and recreation department. She also questioned when the last time the TIRZ board met.
- David Swart – stated that citizens come to meetings to save the babies and are against a few library books that are available to children, but he is concerned that no one comes out to talk about government waste. He is upset that the LED fixtures that were in council chambers have been taken out and that the various traffic signals that were fixed in 2018 now do not work.
- Jack Heard – wanted to thank staff for putting on the skateboarding event this past weekend and cleaning up the vandalism at the park. Stated his concern that there was a closed sign due to vandalism at the skate park that was too vague.
- Ryan Goodwin – stated that Steve Justice with Justice Construction spoke at last month's meeting to say his bid wasn't accepted for Cedar Creek, even when he was the lowest bidder. Mr. Goodwin reached out to Mr. Justice and he hasn't heard anything back from the city. Mr. Goodwin wanted an update.
- Randall Barton – stated he loves what the city has done with the Cedar Creek project, however, he asked that the city do something about the various locations that vehicles are able to access, as they are tearing it up.
- Carolyn Walden – stated that she wants everyone to consider what is being promoted in our libraries, such as pornography for children. She urged council to stand up and protect the innocent.

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

### CONSENT AGENDA

Mayor Pro-tem Hurt moved to approve the consent agenda, consisting of items 4-12. Councilmember McAlister seconded the motion. Motion carried.

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

NAYS (0): None

4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 23, 2022
5. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter  
**[ASSIGNED RESOLUTION NO. 103-2022]**

| Board                                             | Term End Date    |
|---------------------------------------------------|------------------|
| <i>Abilene-Taylor County 9-1-1 District Board</i> |                  |
| Michael Rice (Casting a Vote Only)                |                  |
| <i>Board of Building Standards</i>                | 11/4/2023        |
| JD Coffee [Alternate] [New]                       | [unexpired term] |

6. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Renew the Google - Workspace Software Licenses From SADA Systems, Inc., for Boards and Commissions  
**[ASSIGNED RESOLUTION NO. 104-2022]**
7. Resolution: Receive a Report, Hold a Discussion and Take Action on awarding the bid for the E.N. 10th and S. Maple Street Utility Improvements  
**[ASSIGNED RESOLUTION NO. 105-2022]**
8. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Rebid of Bulk Chlorine Chemical Used by Water Treatment Plants in Fiscal Year 2022  
**[ASSIGNED RESOLUTION NO. 106-2022]**
9. Resolution: Receive a Report, Hold and Discussion and Take Action Authorizing the City Manager to execute an Agreement with Impact Promotional Services, LLC dba Got You Covered Work Wear & Uniforms for the Purchase of Flame Resistant (FR) Station Uniforms for the Abilene Fire Department  
**[ASSIGNED RESOLUTION NO. 107-2022]**
10. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the Donation of Police Department Bicycles, Clothing, and Electronic Items to Local Non-Profit Organizations **[ASSIGNED RESOLUTION NO. 108-2022]**
11. Resolution: Receive a Report, Hold a Discussion and Take Action on Amending and Expanding the Boundaries of the Abilene Neighborhood Empowerment Zone No. 1  
**[ASSIGNED RESOLUTION NO. 109-2022]**

12. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-286, Decreased Speed Limits - School Zones," of the Abilene Municipal Code, By Amending School Zone near Dyess Elementary and Updating AISD school names

### REGULAR AGENDA

13. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Execute the Software Services Agreement with Tyler Technologies, Inc. for the Enterprise Resource Planning (ERP) MUNIS Products Implementation  
**[ASSIGNED RESOLUTION NO. 110-2022]**

Bob Von Wolfradt, Director of Information Technology, presented the item. Adoption of the item would approve an agreement with Tyler Technologies for the Enterprise Resource Planning (ERP) system MUNIS product implementation.

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

- David Swart – stated that he hopes this software will correct the 3% processing fee for debit cards.

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

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

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

NAYS (0): None

14. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Amending Chapter 18, "MOTOR VEHICLES AND TRAFFIC," ARTICLE XIII, "SCHEDULES," SECTION 18-286, "Decreased speed limits-School Zones," of the Abilene Municipal Code to Add School Traffic Zones at Wylie East Elementary  
**[ASSIGNED ORDINANCE NO. 26-2022]**

Max Johnson, Director of Public Works, presented the item. Adoption of the item would amend Chapter 18 of the code to establish a new school zone for Wylie East Elementary school.

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

Councilmember Craver moved to approve the item as presented. Councilmember McAlister seconded the motion; motion carried.

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

NAYS (0): None



15. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance amending Chapter 32 "Utilities", Article VI "Water Conservation Plan", of the Abilene Municipal Code by amending Sections 32-140, 32-141, 32-142, 32-143, 32-144, 32-145, and 32-146, as set out below, providing a severability clause, and declaring a penalty  
**[ASSIGNED ORDINANCE NO. 27-2022]**

Rodney Taylor, Director of Water Utilities, presented the item. Adoption of the item would amend Chapter 32 "Utilities", Article VI "Water Conservation Plan", of the Abilene Municipal Code by amending Sections 32-140, 32-141, 32-142, 32-143, 32-144, 32-145, and 32-146. Mr. Taylor introduced Jordan Hibbs with Enprotec/Hibbs & Todd, who went over the background of the plan, the purpose of the change in the plan, and the appropriate water conservation measures to be implemented during normal and drought conditions.

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

- David Swart – stated that a long time ago when inflation was real high like it is now, there was conservation plan like this but it went away. Now we will have a plan permanently. Mr. Swart also stated that it is hard to justify a storm water fee when we are talking about a drought.
- Hershel Redding – stated he drove down Elmwood and there was water on both sides of the street and water running down the curb due to a leaking irrigation system. He also stated that there is a fire hydrant by his house that has leaked since the catastrophic freeze. He has notified the city of these and claims that no one is enforcing anything.

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

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

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

NAYS (0): None

16. Ordinance (Final Reading) Z-2022-13: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From PB 6950, LLC Represented By Jacob & Martin, LLC To Change The Zoning Of Approximately 36.5 Acres From Residential Multi-Family (MF), Office (O), And Agricultural Open (AO) To General Retail (GR), Residential Multi-Family (MF) And General Commercial (GC)  
**[ASSIGNED ORDINANCE NO. 28-2022]**

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Residential Multi-Family (MF), Office (O), and Agricultural Open (AO) to General Retail (GR), Residential Multi-Family (MF) and General Commercial (GC).

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

- Clayton Farrow, agent for developer – stated that the developer had success north of the property and he is acquiring this land to do the same thing. The uses are appropriate given the location.

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

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

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

NAYS (0): None

17. Ordinance (Final Reading) CUP-2022-04: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Windmill Circle Apartments LLC (Represented By Enprotec/Hibbs & Todd, Engineering Consultants) For Approval Of A Conditional Use Permit Allowing Multi-Family Residential Buildings On Approximately 15 Acres Of Now-Vacant Land In A General Retail (GR) District At 28 Thru 36 Windmill Circle And At 5601 Memorial Drive In South Abilene  
**[ASSIGNED ORDINANCE NO. 29-2022]**

This item required a supermajority vote, due to the opposition received.

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would approve of a Conditional Use Permit Allowing Multi-Family Residential Buildings on Approximately 15 Acres of Now-Vacant Land in a General Retail (GR) District at the above referenced property.

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

- BJ Pritchard, represents the applicant – stated that this project is consistent with Abilene’s historic zoning practices across town. It is situated next to HWY 83/84, which is a busy highway that will only get busier, and the area is prime for growth. They engaged an engineering firm to do a traffic study there and the retail traffic trips are significantly higher than the proposed apartment complex traffic would be. It will be landscaped and manicured and will provide a buffer between zoned areas.
- Harold Moniz, also represents the applicant – stated that they are only at 75% of the maximum density allowed with this zoning, and that they are more than happy to relocate the access point to the south to match up with Legacy Drive, and add another access on Windmill Circle. Mr. Moniz did ask if it would be possible to change the masonry fence to landscaping in certain areas.
- Cindy Ramsay – spoke in opposition to the item.
- Fran Beale – did not wish to speak, but is opposed to the item.
- Charles Davis – did not wish to speak, but is opposed to the item.
- Randall Crosswhite – did not wish to speak, but is opposed to the item..
- Lisa Crosswhite – did not wish to speak, but is opposed to the item.
- Cynthia Webb – did not wish to speak, but is opposed to the item.
- Brenda Hufke – spoke in favor of the item.
- Maggie Zapeda – spoke in favor of the item.
- Brianna Richards – spoke in favor of the item.
- Amanda Rockhill – spoke in favor of the item.
- Nova Underwood – spoke in favor of the item.
- Jessalyn Davis – spoke in favor of the item.
- Janet Dawkins – spoke in favor of the item.
- Linda Griggs – did not wish to speak, but is opposed to the item.
- Billy Griggs – did not wish to speak, but is opposed to the item.
- Carol Parker – did not wish to speak, but is opposed to the item.
- James Parker – did not wish to speak, but is opposed to the item.
- Carole Greenhurts – did not wish to speak, but is opposed to the item.

- Ed Farnsworth – did not wish to speak, but is opposed to the item.
- William Robbins – did not wish to speak, but is opposed to the item.
- Jessalie Vargees – read a letter from her friend who has COVID that lives in the area. She spoke in opposition to the item.
- Lisa Chavez – did not wish to speak, but is opposed to the item.
- Tanya Miles – did not wish to speak, but is opposed to the item.
- Colby Walker – did not wish to speak, but is opposed to the item..
- David Swart – stated that those for those who didn't speak, council will be less apt to take your consideration in. He thinks the concern is the multilevel housing, and that people are fearful of change in their neighborhood because they expected houses to go in there.
- Nancy Liles – spoke in opposition to the item.
- Lisa Dues – spoke in opposition to the item.
- Eric Holden – spoke in opposition to the item.
- Rodney Robertson – spoke in opposition to the item.

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

Council discussed the various options before them at length.

Councilmember McAlister moved to approve Planning and Zoning's recommendation, but require buildings 5, 6, 7, 8, 10, and 11 be single story along Memorial Drive, and those behind it to be three story, and to move the main entrance as far south as possible to mitigate the traffic on Memorial Drive. Mayor Pro-tem Hurt seconded the motion; motion failed.

AYES (4): Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus, and Councilmembers, McAlister, and Craver  
NAYS (3): Mayor Williams, Councilmembers Price and Beard

Councilmember Price moved to approve Planning and Zoning's recommendation, with the modification of moving the main entrance on Memorial as far south as possible without impacting emergency services. Mayor Pro-tem Hurt seconded the motion; motion failed

AYES (4): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus, and Councilmember Price  
NAYS (3): Councilmembers Beard, McAlister, and Craver

### **EXECUTIVE SESSION**

Mayor Williams recessed into Executive Session at 11:01 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

- 18. D. 551.074 (Personnel Matters)
  - 1. City Manager
- 18. F. 551.072 (Deliberations about Real Property)
  - 1. Chapter 380 Agreement with Habitat for Humanity (Agenda Item #19)

The Executive Session ended at 11:27 a.m. and reconvened to Open Session. Mayor Williams reported no votes or action were taken in Executive Session.

## REGULAR AGENDA

19. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Enter into a Chapter 380 Agreement with Habitat for Humanity for Infill Residential Development

**[ASSIGNED RESOLUTION NO. 111-2022]**

Earlier in the meeting, under Section 551.087 (Deliberations about Real Property) of the Open Meetings Act, the item was discussed during the Executive Session, which started at 11:01 a.m., and ended at 11:27 a.m. No votes or actions were taken at that time.

Robert Hanna, City Manager, presented the item. Adoption of the item would approve a Chapter 380 Agreement with Habitat for Humanity for Infill Residential Development, to demolish the old Saint Anne's Hospital in order to develop an affordable single-family neighborhood in its place.

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

- David Swart – stated that several years ago a developer came in and tried to turn this property into something but there was arson incident. He questioned if now the developer wishes to flatten it and build homes.

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

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

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

NAYS (0): None

## ADJOURNMENT

There being no further business, the meeting adjourned at 11:31 a.m.

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Shawna Atkinson  
City Secretary

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Anthony Williams  
Mayor

Minutes approved on: \_\_\_\_\_



**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

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

**FROM: Shawna Atkinson, City Secretary**

**SUBJECT: 4.**

**Resolution: Receive a Report, Hold a Discussion and Take Action on  
Appointing Members to Various Boards and Commissions per the City Charter  
(Shawna Atkinson)**

- **Betty Hardwick Center Board of Trustees**
- **Senior Citizens Advisory Board**

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**GENERAL INFORMATION**

The item provides for reappointment of new members as well as new members to certain boards and commissions.

**SPECIAL CONSIDERATIONS**

Member terms vary per board and commission and are outlined in Exhibit A of the resolution.

**FUNDING/FISCAL IMPACT**

No cost consideration to the city.

**STAFF RECOMMENDATION**

(Re)Appointment

## **BOARD OR COMMISSION RECOMMENDATION**

N/A

## **ATTACHMENTS:**

1. B&C Resolution
2. Exhibit A
3. B&C Presentation Slide

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPOINTING MEMBERS TO VARIOUS BOARDS AND COMMISSIONS AS REQUIRED BY THE CHARTER OF THE CITY OF ABILENE AND STATUTES OF THE STATE OF TEXAS**

**WHEREAS**, the Charter of the City of Abilene and the Statutes of the State of Texas require that certain Boards and Commissions be established with a portion of the memberships thereof to be filled by appointment each year; and

**WHEREAS**, the City Council is of the opinion that the following members should be appointed to the designated Boards and Commissions, and has requested the Mayor to appoint same with the approval of the Council.

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

**PART 1:** That the list of Members is attached hereto as Exhibit A, shall be in all things, approved.

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

**PASSED** this 28<sup>th</sup> day of July, 2022.

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney

**RESOLUTION NO. \_\_\_\_\_**  
**EXHIBIT "A"**

| <b>Board</b>                                          | <b>Term End Date</b> |
|-------------------------------------------------------|----------------------|
| <i><b>Betty Hardwick Center Board of Trustees</b></i> |                      |
| Priscilla Rayford [Reappointment]                     | August 2024          |
| <i><b>Senior Citizens Advisory Board</b></i>          |                      |
| Monroe Nevells [Reappointment]                        | May 2024             |
| Robin Calloway Walls [New]                            | May 2024             |



# ***Resolution:*** Appointing Member(s) to various Boards and Commissions per the City Charter

- Betty Hardwick Center Board of Trustees
- Senior Citizens Advisory Board





**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO: Robert Hanna, City Manager**

**FROM: Mindy Patterson, Deputy City Manager**

**SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter into a Management Agreement between ASM Global and the City of Abilene for Management Services for the Abilene Convention Center (Mindy Patterson)**

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**GENERAL INFORMATION**

The City Manager is asking the City Council to authorize him to execute a Management Agreement with ASM Global to provide management services including operations, management, promotion, marketing, and food and beverage services, including third party catering/banquet service firms for the Abilene Convention Center (ACC). The specific parameters of the terms associated with the use of the facility and City property will be contained in the management agreement.

**SPECIAL CONSIDERATIONS**

ASM Global has the experience and qualifications necessary to properly maintain and operate the Abilene Convention Center. Its capabilities are demonstrated at the 300+ facilities ASM Global manages worldwide. The Transition Period runs from August 1, 2022 through September 30, 2022, and the Initial Management Term is 7 years from end of the Transition Period (September 30, 2029). During the Transition Period, ASM will work to transition current staff from City of Abilene staff to ASM staff and add additional staff, if needed. There is a 7-Year Renewal Term subject to mutual agreement. ASM will review and inspect the facility and systems and advise of recommended actions, if any, submit recommendations regarding proposed policies and procedures (including booking policy, marketing, advertising, and sponsorship plans), prepare and submit proposed operating budgets and capex plans, solicit and secure primary vendor service programs such as ticketing, parking, etc., and book, market and promote events and facility (in coordination with current staff).

## **FUNDING/FISCAL IMPACT**

The Management Agreement includes a transition period monthly fee of \$7,916.67. The Agreement also includes a base management fee of \$95,000 per year, CPI adjusted annually: a F&B management fee of 6.0% of gross F&B revenue through FY 3 and 4.0% in FY 4 and after; and a tiered incentive management fee. The estimated profit for the City for the initial 7-year period is \$657,000.

## **STAFF RECOMMENDATION**

Staff recommends entering into the Management Agreement with ASM Global.

## **BOARD OR COMMISSION RECOMMENDATION**

## **ATTACHMENTS:**

1. Resolution ASM Global
2. ASM agreement
3. Presentation Convention Center Management Agreement

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MANAGEMENT AGREEMENT  
BETWEEN THE CITY OF ABILENE AND ASM GLOBAL FOR MANAGEMENT SERVICES  
FOR THE ABILENE CONVENTION CENTER**

**WHEREAS**, the City of Abilene currently owns and manages the Abilene Convention Center; and

**WHEREAS**, the City of Abilene seeks to enter into a Management Agreement with ASM Global; and

**WHEREAS**, ASM Global has the experience and qualifications necessary to properly maintain and operate the Abilene Convention Center; and

**WHEREAS**, ASM Global manages over 300+ facilities worldwide:

**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 Management Agreement with ASM Global for management services for the Abilene Convention Center.

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

**ADOPTED this 28th day of July 2022.**

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney

**MANAGEMENT AGREEMENT**  
**BETWEEN**  
**THE CITY OF ABILENE**  
**AND**  
**ASM GLOBAL, LLC**

## MANAGEMENT AGREEMENT

**THIS MANAGEMENT AGREEMENT** (this “Agreement”) is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the City of Abilene, Texas (“City” or “Owner”), and ASM Global, LLC, a Delaware limited liability company (“ASM” or “Operator”).

### BACKGROUND

The City is the owner of the Abilene Convention Center (“Abilene Convention Center” or “ACC”). ASM is engaged, among other things, in the business of providing management services, including operations, management, promotion, marketing, and food and beverage services for public assembly facilities, including convention centers, performing arts centers and theaters.

The Owner desires to engage ASM, and ASM desires to accept such engagement, to provide management, promotion, marketing, and food and beverage services for ACC on the terms and conditions set forth in this Agreement. The Owner intends to work in mutual accord with ASM as the operator of ACC in order to ensure provision of high-quality management services, thereby enhancing the use and enjoyment of the ACC by all users, artists, visitors, and patrons including Abilene residents.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

#### **1. Purpose**

1.1 Owner Goals for Operations. Pursuant to the terms and conditions of this Agreement, Owner intends and desires that Operator operate, schedule, program and manage all aspects of the day-to-day operations of ACC, and Operator shall:

(a) Operate and promote ACC as providing premium gathering spaces for conventions, trade shows, entertainment, and other events, including but not limited to touring Broadway and family events, popular music concerts, plays and musicals, comedy acts, children’s shows, holiday shows, national lecture series and other popular entertainment, cultural and performing arts, weddings, banquets, and corporate meetings, using the efficient implementation of sound industry practice and principles, in a financially responsible manner, and with open and responsive communication with Owner, with a goal of generating a Net Operating Profit or minimizing any Net Operating Loss and the need for contributed income.

(b) Comply with the booking policy proposed by Operator, with Owner’s review, input, and approval. The existing booking policy is attached hereto as Exhibit “A”. The booking policy is subject to revision from time to time as and if approved by Owner.

(c) Operate ACC to contribute to the success of Owner’s mission to provide a cultural resource for Abilene’s and the region’s diverse communities, by contributing to the quality of life in the City and the region by accommodating a variety of entertainment and convention events and any other events normally found in similar convention centers and theaters of the ACC’s size and nature, as well as for other community, educational, family entertainment, and cultural events appropriate to such mission.

(d) Participate in a collective effort of the community, local arts groups, live performance theaters and other entertainment venues, local hotel properties including the DoubleTree Convention Center Headquarters Hotel, local and regional destination marketing organizations, and other community stakeholders to promote the Abilene Cultural District, the City and the region as a preeminent destination for events, live theater and performance, including by promoting joint events, packaging Event Sponsorships whenever reasonably possible, cross-subscription and other cross-marketing efforts.

(e) Maintain and operate ACC in accordance with the Operating Standards.

## **2. Definitions**

In addition to any capitalized terms defined elsewhere in this Agreement, the following terms have the meanings referred to in this Section 2:

“ACC” means the ACC Building and the ACC Site collectively.

“ACC Building” means lobbies, ticket offices, exhibit halls, ballrooms and meeting rooms, performance spaces and stages, backstage areas, loading dock, kitchen and concession spaces, restrooms and other typical convention center and theater operating spaces of ACC, more particularly described in the Consolidated Set. Upon the agreement of the Parties from time to time, the definition of ACC Building may be amended and updated. Throughout this Agreement, unless the context requires otherwise, “ACC” means the ACC Building.

“ACC Real Property” means the area outlined and shaded in blue on Exhibit “B” attached hereto and incorporated herein. Owner may amend Exhibit “B” to the extent the legal description of the ACC Real Property is amended.

“ACC Site” means all areas of the ACC Real Property including any improvements thereon not included in definition of ACC Building.

“Adjusted Gross Revenue” means any and all Gross Revenue derived, directly or indirectly, from operating, managing or promoting ACC, including, but not limited to, proceeds from the licensing or rental of ACC, equipment rentals, gross sales from food and beverage concessions and catering including alcoholic beverages, sales of merchandise, sales of advertising, Event Sponsorship Revenue, gross ticket sales (but only to the extent retained for the account of ACC and not remitted to the event promoter), ticket revenue investment income, gross parking revenue, ticketing convenience fees, labor services commissions, service charges, settlement revenue, security fees, contributed services, and miscellaneous revenues derived from like sources, after deducting for all “direct expenses” (defined as any and all expenses incurred or payments made by Operator directly in connection with the occurrence of events at the ACC including, but not limited to, costs for event staffing, including ushers, ticket takers, security and other event staff, costs related to event setup and post-event cleanup, expenses associated with the operation of Food & Beverage Services).

“Approval” – the word “approval” or any variant thereof, when used to describe Owner’s or Operator’s approval, whether capitalized or not, means “approval, which may not be unreasonably withheld” by Owner or Operator, as the case may be, unless otherwise stated.

“Affiliate” means a Person that directly or indirectly controls or is controlled by, or is under common control with, a specified Person. For purposes of this definition, “control” means ownership of equity securities or other ownership interests that represent more than 50% of the voting power in the controlled Person.

“Approved Budget” means any budget submitted by Operator, as approved by Owner pursuant to Section 6 of this Agreement.

“Benchmark Adjusted Gross Revenue Amount” or “Benchmark” means, for the first three Fiscal Years of the Term, the amount of \$672,836, which is the average annual Adjusted Gross Revenue earned by ACC during the three Fiscal Years ending September 30, 2019, and thereafter, means the amount that is the average annual Adjusted Gross Revenue earned by ACC during the three Fiscal Years of the Term, which amount shall be adjusted on the first day of each Fiscal Year beginning with Fiscal Year 5 of the Term by the percentage change in the Consumer Price Index -- All Urban Consumers (CPI-U) – Abilene MSA -- All Items, as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

“Broadway and Family Events” means those touring events traditionally presented on Broadway subscription series or as special events at First-Class performing arts centers similar to ACC.

“Capital Expenditures” means costs incurred after the Effective Date for additions to or replacement of major equipment, systems, structures (including, but not limited to, exterior walls and roof of the ACC Building), materials, or FF&E used, or to be used, at ACC. Payment for Capital Expenditures is the responsibility of Owner and shall not be considered an Operating Expense. Capital Expenditures excludes Repair and Maintenance, the costs of which shall be considered an Operating Expense. Generally, an expenditure shall be considered a Capital Expenditure if the cost of such expenditure exceeds \$10,000 per individual item or unit of FF&E or if the expected lifecycle exceeds one year.

“City Representative” means the City Manager of the City or the City Manager’s designee.

“Commencement Date” means October 1, 2022.

“Consolidated Set” means the as-built plans and specifications for the ACC Building.

“Culinary Services Fee” shall have the meaning set forth in Section 5.4.

“Day” – the word “day”, whether capitalized or not, means a calendar day, unless otherwise stated.

“Event,” when capitalized, means any single use of all or any portion of the ACC for which tickets are sold, or tickets or invitations are otherwise distributed.

“Event Development & Marketing Fund” is defined in Section 6.2(b).

“Event Interruption” means (a) Force Majeure; or (b) material interference with Operator’s management and operation of ACC and ability to present Events in accordance with the terms of this Agreement, arising from Owner’s action or inaction.



“Event Sponsorships” means sponsorship agreements in connection with presenting or otherwise supporting a single Event or multiple Events at ACC Building and ACC Real Property. Event Sponsorships can be approved administratively by the City.

“Event Sponsorship Revenue” means revenue received by Owner or Operator from Event Sponsorships and includes cash and in-kind contributions from a sponsor. It may also include revenue received by Owner or Operator for items such as non-permanent signage within the ACC Building, product displays and placement, kiosks, concierge desk, product sampling, broadcast and publication rights and other such opportunities. Event Sponsorship Revenue excludes Naming Rights Sponsorships.

“Existing Contracts” means contractual obligations of ACC existing as of the Effective Date, as such shall be provided by Owner to Operator.

“Facility Fee” means the surcharge, on all tickets sold for Events, as described in Section (cc) of Exhibit “C-2” hereto.

“Food & Beverage Services” is defined in Section 5.4.

“FF&E” means the furniture, fixtures, and equipment used in the operation of ACC as necessary for or customary to the operation of a First Class convention center and performing arts venue.

“Financial Statements” means annual financial statements consisting of a balance sheet, a statement of earnings and retained earnings, and a statement of cash flows, accompanying footnotes to financial statements and a statement from Operator to the effect that the financial statements are fairly presented, in conformity with Generally Accepted Accounting Principles.

“First Class” means maintained and operated in a manner consistent with other United States convention center and performing arts venues of similar size and programming as ACC that are generally recognized in the industry as being first class venues capable of providing a high-quality patron experience in all material respects.

“Fiscal Year” means a one-year period beginning October 1st and ending September 30<sup>th</sup>.

“Force Majeure” means the following: an act of God, strike, war, public rioting, lightning, fire, storm, flood, explosions, tornadoes, epidemics, landslides, lightning storms, earthquakes, floods, storms, washouts, civil disturbances, explosions, acts of terrorism, breakage or accident to machinery or lines of equipment, temporary failure of equipment or freezing of equipment (other than as a result of Operator’s failure to appropriately repair and maintain such equipment, subject to available funding) and any other cause whether of the kinds specifically enumerated above or otherwise which is not reasonably within the control of the Party whose performance is to be excused and which by the exercise of due diligence could not be reasonably prevented or overcome.

“Front of House Services” means ushers, ticketing, emergency medical technicians, security, house manager services and other traditional front of house services provided at First Class convention and performing arts venues, which services are to be provided at ACC upon and following the Commencement Date.

“Fulfillment Costs” means any and all incremental expenses incurred by Operator now and in the future to meet specifically any and all requirements of Naming Rights Sponsorships.

“Generally Accepted Accounting Principles” or “GAAP” means those conventions, rules, procedures, and practices adopted by the American Institute of Certified Public Accountants, as amended from time to time.

“Gross Food & Beverage Sales” means all revenues and receipts of every kind or nature generated in connection with the Food & Beverage Services, as calculated in accordance with GAAP, consistently applied (including, without limitation, (a) revenues from the sale of food and beverages to ACC personnel and (b) amounts actually received by Operator for ACC from subcontracted Food & Beverage Services). Gross Food & Beverage Sales shall not include the Culinary Services Fee.

“Gross Revenues” means all revenues and receipts of every kind or nature derived, directly or indirectly, from Operator’s operation, management, and promotion of ACC, including, but not limited to all revenues and income from Events at ACC, Facility Fees, Event Sponsorship Revenue, Gross Food & Beverage Sales, advertising revenue, parking revenue, facility license fees, facility equipment chargebacks, merchandise revenue, VIP club membership or admittance revenue, insurance proceeds (not including proceeds related to repair or replacement of ACC), ticketing or similar rebates, or other revenues earned by Operator directly or indirectly as a result of its operation, management, and promotion of ACC; and interest received or accrued, including accounts for revenue from advance ticket sales. Gross Revenues shall not include the following: gratuities to Operator’s employees; or federal, state, or municipal excise, sales, or use taxes or any other taxes included as part of the sales price of any goods or services. Further, revenues (other than Event ticket revenue), if any, generated from Naming Rights Sponsorships, boxes, and personal seat licenses shall not be included in Gross Revenues and shall inure solely to the benefit of Owner. For the sake of clarity, the Parties acknowledge that revenues from the sale of tickets for Events are not Gross Revenues, but are instead revenues of the promoter and/or performer of each such event. To the extent that Operator collects such ticket sale revenue on behalf of such promoter and/or performer, such ticket sale revenue shall be the source of funds from which Operator collects the rental charges and other Event reimbursements due by such promoter and/or performer for use of ACC, which such charges and reimbursements are Gross Revenues hereunder.

“Incentive Fee” is defined in Section 5.3 of this Agreement.

“Including” – the word “including” and any variants thereof, whether capitalized or not, means “including, but not limited to” or otherwise implies that it is without limitation.

“Legal Requirements” means all regulations, ordinances, statutes, rules, laws and constitutional provisions, permits, licenses, and requirements of all federal, state, local and municipal governments or regulatory authorities, that now or hereafter may be applicable to ACC and the operation thereof, including those relating to public users, guests, visitors, employees, zoning, building, health, safety and environmental matters, and accessibility of public facilities. “Legal Requirements” also includes intellectual rights of third parties, including copyright.

“Losses” means any and all actions, claims, lawsuits, proceedings, liability damages, losses, and expenses (including reasonable attorneys’ fees).

“Management Fee” a/k/a “Base Fee” is defined in Section 5.2 of this Agreement.

“Management Term” is defined in Section 4.1 of this Agreement.

“Material Damage” means damage to ACC that exceeds any insurance proceeds or reserves by more than One Million Dollars (\$1,000,000).

“Material Default” is defined in Section 11.1 of this Agreement.

“Naming Rights Sponsorships” means sponsorship agreements pursuant to which the sponsor’s name or a name designated by sponsor may be incorporated into the title of ACC or various components of ACC physical facilities and/or ACC Real Property or FF&E.

“Net Operating Loss” means, with respect to a Fiscal Year, the excess, if any, of Operating Expenses for such Fiscal Year over Gross Revenues for such Fiscal Year.

“Net Operating Profit” means, with respect to a Fiscal Year, the excess, if any, of Gross Revenues for such Fiscal Year over Operating Expenses for such Fiscal Year.

“Operating Expenses” means any and all expenses and expenditures, as set forth in the operating budget approved by Owner, that are reasonably necessary for the proper and efficient operation of ACC in accordance with this Agreement of whatever kind or nature incurred, directly or indirectly, from Operator’s operating, managing, promoting, repairing, and maintaining ACC, all as determined in accordance with GAAP, consistently applied, including the Base Fee and Incentive Fee; provided that Operating Expenses shall exclude the following, for which Owner shall be solely responsible: (A) Capital Expenditures; (B) property taxes or similar charges levied on ACC; (C) any reserve for (x) the replacement of furniture, fixtures and equipment or (y) any future capital expenditures; (D) principal, interest or any other amounts payable by Owner in connection with any financing secured by or in connection with ACC; (E) depreciation and amortization expenses (determined in accordance with GAAP); (F) emergency repairs, as set forth in Section 6.5; (G) pre-existing obligations, including legal liabilities, pending or future liabilities that arose from claims occurring prior to the Effective Date; (H) costs and expenses incurred by Owner for legal and accounting services in the ordinary course of business; (I) costs and expenses associated with any improvement, alteration, addition or change to ACC; and (J) any other costs and expenses of Owner that are not directly related to ASM’s operation of the ACC. In addition, in connection with calculating Net Operating Profit or Net Operating Loss under this Agreement, Operating Expenses shall exclude the Incentive Fee and all interest, income tax, depreciation and amortization expenses.

“Operating Standards” means the operation of ACC in a manner consistent with (i) other First Class convention and performing arts venues in the United States; (ii) current prudent business and management practices applicable to the operation, repair, maintenance and management of a First Class performing arts venue, including compliance with Legal Requirements; (iii) the requirements and limitations set forth in this Agreement; (iv) at a minimum, the standards applicable to other performing arts venues operated by Operator or an affiliate of Operator; and (v) keeping ACC in a clean, sanitary and attractive condition; and reasonably calculated to protect and preserve the assets and Owner’s investment in ACC.

“Operator Transition Period Capital Expenditure Recommendations” is defined in Exhibit C-1, Section A.1.

“Owner Event” is defined in Section 12.2(b).

“Party” or “Parties” means, when capitalized, a party or the parties to this Agreement.

“Person” means an individual, corporation, limited liability company, firm, partnership, association, organization, any group acting as a unit, and any body politic or unit of government.

“Popular Entertainment Events” means Broadway and Family Events, plus popular music concerts, plays and musicals, comedy acts, children’s shows, holiday shows, national lecture series and other popular entertainment.

“Renewal Term” means the additional period for which this Agreement may be renewed beyond the Management Term in accordance with Section 4.2 of this Agreement.

“Repair and Maintenance” means any and all repairs, maintenance, alterations, improvements, renewals or replacements to the ACC Building, FF&E or items leased, supplied, maintained, and replaced by Operator at ACC in accordance with this Agreement, excluding Capital Expenditures. Repair and Maintenance includes repair and maintenance of exterior walls and roof of the ACC Building, drywall patching or plaster repair; exterior and interior repainting and touchup painting; routine maintenance of mechanical, electrical, heating, ventilating, air conditioning, plumbing and vertical transportation systems; replacement of lighting tubes, lamp ballasts, starters and bulbs; tile maintenance (including caulk and grout); maintenance of the interior of the ACC Building, including carpeting, windows, doors, glass, restrooms, handrails, and walls; and concrete maintenance and repairs. Repair and Maintenance costs shall be an Operating Expense.

“Transition Period” means the period from August 1, 2022 to the day prior to the Commencement Date, during which the Operator shall provide the Transition Services.

### **3. Engagement of Operator.**

3.1 During the Transition Period, Operator shall provide to the Owner the Transition Period consulting services described in Exhibit “C-1” hereto (collectively, the “Transition Services”).

(a) In rendering the Transition Services, Operator expects to utilize its existing personnel; it is acknowledged that (unless Operator determines otherwise) no Operator personnel shall be located full-time at the project site; Operator personnel shall from time to time visit the site and participate in meetings with other agents, representatives, and consultants of the Owner as necessary or appropriate in connection with the performance of the Transition Services.

(b) In performing certain of the Transition Period management services referred to in Exhibit “C-1” hereto, Operator shall have authority to act as the agent of the Owner. As specified in Exhibit “C-1” hereto, Operator shall, among other things, be authorized to execute in its name as agent for the Owner booking commitments, tenant/user agreements and licenses for use of the ACC following its opening to the public.

(c) The Owner acknowledges that Operator is not a legal advisor, and its consulting services provided under this Agreement with respect to ACC are based on its operational knowledge and should not be construed as a legal representation or interpretation of any Legal Requirements. Accordingly, notwithstanding anything to the contrary contained herein, Operator shall have no liability to the Owner or any of its respective agents, consultants, or representatives with respect to legal matters relating to the foregoing. Operator shall provide to Owner, at least monthly, copies of any contracts or agreements that Operator executes as agent for the Owner or on behalf of ACC in accordance with this

Agreement. Nothing in this Section 3.1(c) shall waive, release, or limit Operator's express indemnification undertakings in Section 9.1(a) hereof.

3.2 Subject to the terms and conditions set forth in this Agreement, Owner hereby engages Operator, on an exclusive basis, and as agent for Owner, to manage, operate, and promote ACC during the Management Term and the Renewal Term, if any, and Operator hereby accepts such engagement. In such capacity, subject to this Agreement, Operator shall have exclusive authority over the day-to-day operation of the ACC Building and all activities therein; provided that Operator shall follow all policies and guidelines of the Owner hereafter established or modified by Owner that Owner notifies Operator in writing are applicable to ACC (including without limitation any methodology pertaining to the allocation of any costs and expenses by the Owner to ACC as permitted herein); provided further that to the extent that such policies or guidelines hereafter established or modified by the Owner adversely affect revenues at ACC, then and in that event, the Incentive Fee formula set forth in Section 5.3 below shall be appropriately adjusted by the Parties, acting in good faith, to reflect the reduced revenues resulting from such established or modified policies or guidelines. The Parties agree that the Incentive Fee formula set forth in Section 5.3 below is consistent with the existing booking policy attached to this Agreement as Exhibit "A". Without limiting the generality of the foregoing, the services to be provided by Operator shall include those described on Exhibit "C-2" attached to this Agreement. In performing certain of the management services referred to in Exhibit "C-2" hereto, Operator shall have authority to act as the agent of the Owner. As specified in Exhibit "C-2" hereto, Operator shall, among other things, be authorized to execute in its name as agent for the Owner booking commitments, tenant/user agreements and licenses for use of the ACC following the Effective Date.

3.3 Representatives of the Owner shall have the right to enter all portions of the ACC to inspect same, to observe the performance of Operator of its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the premises, or to do any act or thing which the Owner may be obligated or have the right to do under this Agreement or otherwise. In connection with the exercise of such rights, the Owner shall endeavor to provide (but is not obligated to provide) advance notice to Operator for security purposes and to minimize any interference with or disruption of Operator's work under this Agreement. Nothing contained in this Section (i) is intended or shall be construed to limit any other rights of the Owner under this Agreement nor (ii) shall impose or be construed to impose upon the Owner any independent obligation to construct or maintain or make repairs, replacements, alterations, additions, or improvements or create any independent liability for any failure to do so.

#### **4. Management Term and Renewal Term.**

4.1 The Management Term of this Agreement shall commence on the Commencement Date and end at midnight on September 30, 2029 ("Management Term"), unless earlier terminated pursuant to the provisions of this Agreement. The Transition Period shall commence on August 1, 2022 and end the day prior to the Commencement Date.

4.2 At Owner's sole discretion, the Parties may agree to extend the term hereof for an additional seven-year period ("Renewal Term") commencing upon the expiration of the Management Term and ending on the date that is seven years from the commencement of the Renewal Term on terms mutually agreed to by the Parties not less than ninety (90) days prior to the end of the Management Term.

#### **5. Operator's Compensation.**

### 5.1 Transition Period.

(a) As total compensation to Operator for its services during the Transition Period, the Owner shall (i) pay Operator a fixed fee of \$7,916.67 per month during the Transition Period, pro-rated with respect to partial months during the Transition Period, and (ii) reimburse Operator at cost for its actual, documented out-of-pocket expenses for special mailing, printing and other reproduction costs; and travel costs, including transportation, food, and lodging for authorized trips associated with the Transition Services. The foregoing monthly fixed fee shall be payable within thirty (30) days of the end of each month during the Transition Period, provided Operator has submitted a monthly invoice to Owner for such fee including documentation for any expense reimbursement requested. Operator shall use its best efforts to submit invoices for its out-of-pocket Transition Period expenses within 60 days of the date such expenses are incurred. In any event, Owner shall not be obligated to reimburse any Transition Period expenses of Operator that are not submitted to Owner within 90 days of the date such expenses are incurred.

### 5.2 Management Fee.

(a) As base compensation to Operator for providing the management services under this Agreement, Owner shall pay Operator during the Management Term an annual fixed fee of Ninety Five Thousand Dollars (\$95,000.00) per Fiscal Year, which amount shall be adjusted on the first day of each Fiscal Year by the percentage change in the Consumer Price Index -- All Urban Consumers (CPI-U) – Abilene MSA -- All Items, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, subject to a maximum annual increase of 3% (the “Base Fee”). Such fee shall be payable in equal monthly installments due on or before the last day of each month during such Fiscal Year, and Operator shall be entitled to draw such amounts from the account described in Section 6.2. The full amount of the Base Fee shall be paid by Owner to Operator each Fiscal Year, regardless of whether there is a Net Operating Loss.

### 5.3 Incentive Fee.

(a) In addition to the Base Fee described in Section 5.2 above, with respect to each Fiscal Year hereunder during the Management Term, Operator shall be entitled to an annual incentive fee (“Incentive Fee”), which shall be equal to the following percentage of Adjusted Gross Revenues in excess of the Benchmark Adjusted Gross Revenue amount:

For the first three Fiscal Years from the Commencement Date, the Incentive Fee to Operator shall be equal to the following percentages of Adjusted Gross Revenues:

- (i) 10.0% of the first \$300,000 of Adjusted Gross Revenue above the Benchmark; plus
- (ii) 12.5% of the next \$300,000 of Adjusted Gross Revenue above the Benchmark; plus
- (iii) 15.0% of the next \$300,000 of Adjusted Gross Revenue above the Benchmark; plus
- (iv) 20.0% of any remaining Adjusted Gross Revenue above the Benchmark.

In the remaining four Fiscal Years of the Management Term, and the seven years of the Renewal Term, if any, the Incentive Fee to Operator shall be equal to the following percentages of Adjusted Gross Revenues:

- (i) 17.5% of the first \$300,000 of Adjusted Gross Revenue above the Benchmark; plus
- (ii) 25.0% of the next \$300,000 of Adjusted Gross Revenue above the Benchmark; plus
- (iii) 35.0% of the next \$300,000 of Adjusted Gross Revenue above the Benchmark; plus
- (iv) 45.0% of any remaining Adjusted Gross Revenue above the Benchmark.

(b) The Incentive Fee determined pursuant to Section 5.3(a) above shall be payable to Operator within 60 days after the Owner's receipt of an invoice from Operator setting forth the Gross Revenues for the previous Fiscal Year and showing the calculation of the Incentive Fee payable with respect to such Fiscal Year. If the Owner exercises its right to audit the Financial Statements as provided in Section 7.1 of this Agreement for any Fiscal Year, Operator shall recalculate the Incentive Fee payable for that Fiscal Year based upon such audited numbers. In the event that the amount of the Incentive Fee which was paid based on Operator's invoice differs from such recalculated amount, Operator shall promptly remit to the Owner any excess amount which was paid, or the Owner shall promptly pay the shortfall, as the case may be.

#### 5.4 Culinary Services Fee.

With mutual consent between City and ASM, and upon sixty (60) days written notice, ASM shall engage its affiliated culinary services provider, SAVOR, to provide any or all of the following services: concessions/retail sales, alcohol sales, catering/banquet services and/or the management of third-party catering/banquet services firms (collectively, "Food & Beverage Services"). The Parties acknowledge there may be operating costs associated with such services. SAVOR shall receive the following percentages of Gross Food & Beverage Sales, inclusive of commissions received from third-party providers (the "Culinary Services Fee"), with all other Gross Revenues from food and beverage reverting to the City:

- (a) Operating Year 1 through Operating Year 3: 6.0% (six percent)
- (b) Operating Year 4 through Operating Year 7: 4.0% (four percent)

Notwithstanding the foregoing, the rights granted to ASM hereunder shall not be construed so as to prevent or prohibit the City or duly-licensed users of the ACC from engaging third-party catering/banquet services; provided that ASM shall be permitted to require any such third-party catering/banquet service firms to enter into standard agreements with ASM to ensure safety and quality and to appropriately safeguard the parties hereto from additional liability.

### 6. **Budgets; Bank Accounts.**

#### 6.1 Budgets.

(a) As part of the annual plan described in Section 7.2 of this Agreement, Operator shall prepare an annual operating budget including detailed projected Gross Revenues, Adjusted Gross Revenue, Operating Expenses, and Net Operating Profit or Net Operating Loss for the next Fiscal Year to perform the services hereunder and meet the objectives under this Agreement. Such annual budget shall be reviewed and is subject to approval by Owner. The timing and process for Operator submission

of the operating budget and annual plan and of Owner review, revisions, and approval thereof is set forth in Exhibit “E” Financial Reporting Procedure.

(b) Once approved, the Approved Budgets may only be amended by the Operator with the approval of Owner. Operator shall not incur any Operating Expenses in excess of the Approved Budgets without Owner approval, unless (i) such Operating Expenses are associated with Events in excess of the activity projected in the Approved Budgets and (ii) Operator reasonably expects incremental Gross Revenues associated with such Events to exceed the incremental Operating Expenses associated with such Events.

## 6.2 Receipts and Disbursements.

(a) Operator shall establish and maintain in one or more depositories, one or more operating, payroll and other bank accounts for the operation, management, and promotion of the ACC, in the name of Owner, with Operator as agent and with signature authority in such employees of Operator as Operator shall determine. If requested by Owner in writing, Operator shall also arrange for signature authority in persons designated by Owner for each such account. Operator shall include monthly statements for each such account in Operator’s monthly reports to Owner pursuant to Exhibit “E” Financial Reporting Procedure. All Gross Revenues collected by Operator shall be deposited into such accounts and Operating Expenses shall be paid by Operator as agent for Owner from such accounts.

(b) In addition to the bank accounts described in Section 6.2(a), Operator shall establish an account for the sole purpose of attracting, promoting, marketing, and developing Event activity at ACC (“Event Development & Marketing Fund”). Operator shall make available \$100,000 for the establishment of the Event Development & Marketing Fund. The Event Development & Marketing Fund shall be replenished from net Event profits, if any, and only from Events that utilize the Event Development & Marketing Fund; the Parties shall mutually agree upon a detailed P&L for each such Event to determine the amount of replenishment. If this Agreement is terminated for any reason, then the amount remaining in the Event Development & Marketing Fund in excess of \$100,000.00 shall be paid by Operator to Owner within 90 days of such termination or non-renewal. Any remaining balance in the Event Development & Marketing Fund shall belong to Operator upon such payment by Operator to Owner, if any.

(c) In addition to the accounts described in Section 6.2(a), Operator shall make a \$280,000.00 capital contribution to the City (“Operator Contribution”). The purpose of the capital contribution shall be for capital equipment and improvement purchases, customer service enhancements, or other projects which help generate revenue for ACC. The parties shall endeavor to mutually agree on the deployment of the capital contribution; however, the City shall ultimately have sole discretion as to how the capital contribution shall be spent. Operator shall pay the Operator Contribution or portions thereof at such time or times as directed by the City to be used for the purposes described in this Section 6.2(c). The amount of each specific portion of the Operator Contribution which is spent by Operator at the direction of the City shall be amortized, for each calendar year, or portion thereof, on a straight-line basis over the remainder of the Amortization Period, which remaining period shall begin with the date of the check or wire transfer utilized by Operator to pay such specific portion. The Amortization Period is defined as the period commencing with the Effective Date and ending September 30, 2029. If this Agreement is terminated for any reason other than a Material Default by Operator, then the unamortized portion of the aggregate amount of the Operator Contribution actually spent by Operator shall be refunded by City to Operator within 90 days of such termination or non-renewal.



(d) The funding of all the foregoing accounts shall be made by Owner pursuant to quarterly funding requests made by Operator to Owner (with the exception of the initial \$100,000.00 funding of the Event Development & Marketing Fund and the Operator Contribution, which shall be made by Operator) to cover all projected Operating Expenses to the extent not covered by Gross Revenues, if and to the extent set forth in the operating budget as approved by Owner.

### 6.3 Capital Expenditures.

The obligation to pay for, and authority to perform, direct and supervise Capital Expenditures shall remain with Owner and shall not be considered Operating Expenses. The annual plan submitted by Operator pursuant to Section 7.2 shall include Operator's recommendation for Capital Expenditures to be accomplished during the next two Fiscal Years and shall be accompanied by a detailed estimate of the cost of all such proposed Capital Expenditures, including any supporting documentation necessary to establish the need for the Capital Expenditure and the Operator's estimate of its cost, including all estimated soft costs, design fees, construction, permitting, fees, allowances, and overhead and a request that Owner budget funds therefor. Owner shall retain the discretion to determine whether and to what level to fund Capital Expenditures to the ACC; provided, however, that in the event that Owner elects not to proceed with any Capital Expenditure recommended by Operator (other than any Operator Transition Period Capital Expenditure Recommendations not approved by Owner, as provided in Exhibit C-1) that, in the reasonable opinion of Operator, is necessary or customary to the operation of a First Class convention and performing arts venue providing similar programming to the Operator-provided programming at the ACC, then Operator shall be excused from compliance with the Operating Standards; but only to the extent that Owner's election not to proceed with such Capital Expenditure interferes with Operator's ability to comply with the Operating Standards; and the Incentive Fee formula set forth in Section 5.3 above shall be appropriately adjusted based on the anticipated effects of not proceeding with any such Capital Expenditure. The Parties agree to work diligently and in good faith to establish a reasonable schedule for the completion of Capital Expenditures that accommodates the Owner's funding schedule and minimizes disruption to Events at ACC.

### 6.4 Limitation of Operator Liability.

Except for the initial funding of the Event Development & Marketing Fund as set forth in Section 6.2(b) and Operator's express indemnification undertakings in Section 9.1, Operator shall have no obligation to fund any cost, expense or liability with respect to the design, development, construction, operation, management or promotion of the ACC.

### 6.5 Pre-Existing Conditions and External Events.

Notwithstanding anything to the contrary in this Agreement, unless agreed to in writing in advance by the Parties, Operator shall have no responsibility whatsoever for the remediation, abatement, correction, cure or administration of any environmental, construction, personnel, real property or other problems that arise at ACC during the Term that (a) relate to the operation or condition of ACC, or activities undertaken at ACC, including the underlying real property, prior to the Management Term, or (b) are caused by or arise from sources outside of ACC other than Operator or its Affiliates, and the Owner shall retain full managerial and financial responsibility and liability for and control over the remediation, abatement, correction, cure and administration of such problems, and shall take such actions in a timely manner with as little disturbance or interruption of the use and enjoyment of ACC as practicable. Notwithstanding the foregoing, if agreed to by the Parties, Operator shall take

appropriate steps, at the Owner's expense, within the budget limits established by Owner for such action, to (i) comply with, or cure or prevent the violation of, any applicable Legal Requirements and (ii) avoid or minimize any actual or potential injury to persons or damage to ACC or other property.

#### 6.6 Control.

During the Term, Owner shall exercise control over the ACC and shall retain approval rights over the annual budget, capital expenditures to be made, any disposition of property that is part of the ACC, rates to be charged at the ACC and other matters related to the control and ownership of the ACC.

### 7. **Records, Audits, and Reports.**

#### 7.1 Records and Audits.

Operator shall keep full and accurate accounting records relating to its activities at the ACC and shall provide to the Owner monthly financial statements in a format as set forth in Exhibit "E" Financial Reporting Procedure. Operator shall give the Owner's authorized representatives access to such books and records, including patron mailing lists and all patron data, maintained at the ACC during reasonable business hours and upon reasonable advance notice. Operator shall keep and preserve for at least three (3) years following each Fiscal Year all sales slips, rental agreements, purchase orders, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of Gross Revenues and Operating Expenses for such period. Additionally, Operator shall deliver to the Owner annual Financial Statements within sixty (60) days after the close of each Fiscal Year. The Owner shall have the right to conduct an audit of the Financial Statements and/or any monthly report delivered under this Section 7.1. The cost of such audit will be an Operating Expense. If Owner disputes the Financial Statements, Operator shall review the dispute and, if the Owner's proposed revision complies with GAAP, Operator shall revise the Financial Statements within thirty (30) days of receipt of the written dispute, or the Parties shall resolve the dispute pursuant to Section 12.2(a) of this Agreement. Owner and its auditor shall be entitled to communicate directly with the accountant who prepared the Financial Statements with inquiries and clarifications regarding the Financial Statements. In the event additional costs and expenses relating to field visits to the ACC by auditors are incurred due to errors and/or omissions in the financial statements prepared and delivered by Operator under this Section 7.1, Operator shall be solely liable for such additional costs and expenses, which shall not be considered an Operating Expense.

#### 7.2 Annual Plan.

During the Management Term and the Renewal Term, if any, Operator shall provide to Owner an annual management plan, which shall include the annual operating budget described in Section 6.1 for the next Fiscal Year, as well as additional information as set forth in Exhibit "E" Financial Reporting Procedure. The timing and process for Operator submission of the annual plan and of Owner review, revisions, and approval thereof is set forth in Exhibit "E".

#### 7.3 Monthly Reports.

By the twenty-fifth (25<sup>th</sup>) day of each month during the Management Term, Operator shall provide to Owner a written monthly report in a form approved by Owner setting out the ACC's

anticipated activities and financial condition for the upcoming month and reporting on the prior month's activities and finances. The information to be included in the monthly reports is set forth in Exhibit "E".

#### **7.4 Quarterly Reports.**

By the twenty-fifth (25<sup>th</sup>) day of the last month of each quarter during the Management Term, Operator shall provide to Owner a written quarterly report in a form approved by Owner detailing the information set forth in Exhibit "E" under "Quarterly Report".

#### **7.5 Monthly Meetings.**

Operator shall meet monthly with City Finance staff and Contract Administrator to review financials, report data, contract performance metrics, and gain clarification on any supplemental report documentation in order to establish and maintain transparency and good communication between Owner and Operator.

### **8. Operator Employees.**

8.1 During the Management Term and the Renewal Term, if any, Operator shall select, train and employ at the ACC such number of employee(s) as Operator deems necessary or appropriate to satisfy its responsibilities hereunder, and Operator shall have authority to hire, terminate and discipline any and all personnel working at the ACC. Operator shall assign to the ACC a competent general manager and prior to Operator's appointment of such general manager, Operator shall consult with the Owner with respect to the qualifications of the general manager proposed by Operator. Owner shall have approval rights over the general manager proposed by Operator, such approval not to be unreasonably withheld.

8.2 Operator employees at ACC shall not for any purpose be considered to be employees of Owner, and Operator shall be solely responsible for their supervision and daily direction and control and for setting, and paying as an Operating Expense, their compensation (including federal, state and local income tax withholding) and any employee benefits; and all costs related to their employment shall be an Operating Expense.

8.3 During the period commencing on the Effective Date and ending one (1) year after the expiration or termination of this Agreement for any reason other than for a Material Default by Operator (subject to Section 11.1) or a termination by Operator for any reason other than a Material Default by Owner (subject to Section 11.1), except with Operator's prior written consent, the Owner shall not, for any reason, directly or indirectly, solicit for employment, or hire, any of the senior management personnel employed by Operator at the ACC, including, without limitation, the general manager, director-level employees and department heads; provided, however, the City shall not be restricted from soliciting for employment, or hiring, directly or indirectly, any of the senior management personnel employed by Operator at the ACC who were employed by the City prior to the Effective Date. In addition to any other remedies which Operator may have, specific performance in the form of injunctive relief shall be available for the enforcement of this provision.

### **9. Indemnification and Insurance.**

#### **9.1 Indemnification.**

(a) Operator shall indemnify, defend and hold harmless the Owner, its officers, agents and employees from and against any and all Losses arising out of or resulting from any Material Default by Operator of its obligations specified in this Agreement or any negligent or wrongful act or omission of Operator, its officers, agents and employees; provided, however, that the foregoing indemnification shall not extend to Losses to the extent such Losses (i) arise from any Material Default by the Owner of its obligations under Section 9.1(b) below, (ii) are of the type that are or would normally be covered by commercial insurance covering (A) the ACC and its premises and the Owner's personal property located therein for physical damage or other Loss, and (B) business interruption and extra expenses, irrespective of the decision of the Owner to carry or not to carry such insurance, (iii) are caused by or arise out of the services provided by the architects, engineers and other agents (other than Operator) retained by the Owner in connection with Capital Expenditures at the ACC.

(b) To the fullest extent allowed by law, Owner shall indemnify, defend and hold harmless Operator, its partners, officers, agents and employees from and against any and all Losses arising from (i) any Material Default by the Owner of its obligations specified herein, (ii) the fact that ACC and its premises are not or have not been, in compliance with all Legal Requirements, including, but not limited to, the ADA, (iii) the fact that prior to or as of the commencement of the Management Term hereunder there is any condition on, above, beneath or arising from the premises occupied by the ACC which might, under any Legal Requirements, give rise to liability or which would or may require any "response," "removal" or "remedial action" (as such terms are defined under CERCLA), (iv) any structural defect or unsound operating condition with respect to the ACC or the premises occupied by the ACC prior to or as of the commencement of the Management Term hereunder, (v) any obligation or liability under or in respect of any contract, agreement or other instrument executed by Operator within its authority as agent for the Owner as authorized herein, (vi) any obligation or liability for physical damage or other Loss to any real property and personal property assets located at the ACC or intended to be incorporated therein, whether such assets are insured by the Owner or whether the Owner decides not to insure for such damage and Losses (including without limitation damages or Losses falling within any insurance deductible) but the duty of indemnification of Owner by Operator in Section 9.1(a) above shall remain for any such damage and Losses arising or resulting from negligent or wrongful act or omission of Operator or its officers, agents, and employees, (vii) any non-compliance by Owner with any pre-existing agreement on or prior to the commencement of the Management Term, or (viii) any act or omission carried out by Operator at or pursuant to the direction or instruction of the Owner, its agents or employees; provided, however, that the foregoing indemnification under clauses (i), (iv), (v), (vi), or (viii) above shall not extend to Losses to the extent such Losses arise from any Material Default by Operator of its obligations under this Agreement or any negligent or wrongful act or omission of Operator, its officers, agents and employees.

(c) Each Party shall provide the other with prompt notice of all claims for which indemnification is sought (and in any event not more than ten (10) days after any third-party litigation is served asserting the claim giving rise to an indemnification obligation hereunder), specifying the amount and nature of any such claim. Each Party shall fully cooperate with the other in the defense or settlement of all such claims. The Party seeking indemnification shall not settle or compromise any claim by a third party for which it is entitled to indemnification hereunder without the prior written consent of the indemnifying Party, which consent shall not be unreasonably withheld. The Party seeking indemnification shall cooperate in the indemnifying Party's defense of such claim at the sole cost of the indemnifying Party.

(d) When one Party is required to indemnify, defend, and hold harmless the other with respect to a claim under this Article 9 or Exhibit “D” of this Agreement, such Party shall not unreasonably withhold, condition, or delay its consent to any settlement thereof proposed by the other.

(e) To the fullest extent allowed by law, the indemnity obligations of the Parties under this Agreement shall survive the expiration or termination of this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES WHETHER BASED UPON BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE, AND EACH PARTY’S LIABILITY FOR DAMAGES OR LOSSES UNDER THIS AGREEMENT SHALL BE STRICTLY LIMITED TO DIRECT DAMAGES THAT ARE ACTUALLY INCURRED BY THE OTHER PARTY.

## 9.2 Insurance.

Operator shall secure and deliver to the Owner prior to the commencement of the Management Term hereunder and shall keep in force at all times during the Management Term and the Renewal Term, if any, a commercial general liability insurance policy and automobile liability insurance policy and such other insurance policies as are described in Exhibit “D” hereto, the costs of which are Operating Expenses under this Agreement.

## 10. **Assignment.**

Neither this Agreement nor any of the rights or obligations hereunder may be assigned by Operator without the prior written consent of Owner. For sake of clarity, the parties acknowledge that the foregoing does not preclude the assignment by Operator of its rights to receive its fees under this Agreement to its lender(s) as collateral security for Operator’s obligations under any credit facilities provided to it by such lender(s), provided that such collateral assignment shall not in any event cover Operator’s rights to manage, operate, or promote the ACC hereunder. Owner may assign this Agreement and its rights or obligations hereunder without Operator’s approval, but with at least 30 days prior notice to Operator.

## 11. **Termination, Continuous Operation, Non-Abandonment.**

### 11.1 Termination Upon Default.

Either Party may terminate this Agreement upon a Material Default by the other Party hereunder. A Party shall be in Material Default hereunder if (i) such Party fails to pay any sum payable hereunder within thirty (30) days after same is due and payable, or (ii) such Party fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions hereof and such failure continues for more than sixty (60) days after written notice thereof from the other Party. The 60-day notices shall describe all of the reasons for the termination. In the event that a Material Default (other than a default in the payment of money) is not reasonably susceptible to being cured within the sixty (60) day period, the defaulting Party shall not be terminated under this subsection 11.1 (a) for defaults as to which the Party receiving the notice commences correction or cure within 15 days of receiving notice, continues to diligently pursue correction or cure, and during the 60-day period makes substantial progress in correcting or curing (with delays caused by events of Force Majeure being excused with respect to all provisions of this subsection (a)), or (b) for defaults that are corrected or cured during the 60-day period. Owner may, in its discretion, elect to pursue an interim management agreement with Operator for the operation of ACC until a replacement operator for ACC is selected by

Owner. In the event Owner elects to pursue an interim management agreement with Operator, the Parties agree to negotiate, in good faith, such interim management agreement.

11.2 Termination upon Material Damage. If ACC suffers Material Damage and the proceeds necessary to make such repairs or replacements are not available to Owner as a result of decisions made by third parties not controlled by Owner, either Owner or Operator may terminate this Agreement. Such termination shall be effective ninety (90) days after either Party provides the other Party with written notice of termination that specifies this subsection 11.2 as grounds for the termination.

11.3 Termination upon Force Majeure. If, due to Force Majeure, Operator is not able to present twenty (20) consecutive Events in the ACC Building safely and in compliance with the Operating Standards and the funds necessary to make repairs or replacements to safely operate ACC after the Force Majeure are not available, Owner or Operator may elect to terminate this Agreement by providing the other Party with advance written notice of termination at least one hundred and eighty (180) days prior to termination. If this Agreement is terminated due to Force Majeure, Owner may, in its discretion, elect to pursue an interim management agreement with Operator for the operation of ACC until a replacement operator for ACC is selected by Owner. In the event Owner elects to pursue an interim management agreement with ACC, the Parties agree to negotiate, in good faith, such interim management agreement.

11.4 Effect of Termination or Expiration.

In the event this Agreement expires or is terminated for any reason other than the Operator's Material Default, (i) all Operating Expenses incurred or committed for prior to the date of expiration or termination shall be paid using funds on deposit in the account(s) described in Section 6.2 and to the extent such funds are not sufficient, Owner shall pay approved Operating Expenses, and (ii) Owner shall promptly pay Operator all fees earned to the date of expiration or termination (the fees described in Sections 5.1, 5.2, 5.3, and 5.4 hereof (as applicable) being subject to proration). In the event this Agreement is terminated by Owner due to Operator's Material Default, (i) all Operating Expenses incurred or committed for prior to the date of termination shall be paid by Owner using funds on deposit in the account(s) described in Section 6.2 and to the extent such funds are not sufficient, Owner shall pay for approved Operating Expenses, (ii) Operator's access to and authority to withdraw funds from the accounts described in Section 6.2 shall immediately terminate, and (iii) Owner shall have the right to offset against any payment or amount due and owing to the Operator hereunder, any damages (or any reserve for damages established by Owner in its sole discretion) arising out of or in connection with Operator's Material Default. Upon termination or expiration, all further obligations of the Parties under this Agreement shall terminate except for the obligations that are expressly intended to survive the termination or expiration of this Agreement, including, without limitation, Sections 8.3, 9.1, 11.2, and 11.3, and if requested by Owner prior to termination or expiration, those obligations that are only partially satisfied or completed as of the date of termination or expiration.

11.5 Peaceful Surrender of Premises.

Upon expiration of the Term or earlier termination of this Agreement, Operator shall peacefully surrender and vacate the ACC upon the effective date of such termination or expiration. The ACC and all equipment and furnishings shall be returned to Owner in good repair, reasonable wear and tear excepted, to the extent funds were available for Repair and Maintenance from Gross Revenues or by Owner in the event Gross Revenues were insufficient, and subject to Owner's having made Capital Expenditures when required or recommended by Operator. Operator shall cooperate fully with Owner and any replacement operator, and ensure that the transfer of responsibility for operation of ACC is not

encumbered or delayed in any way and shall, within a reasonable time after Owner's demand, provide Owner with a full accounting of all operations and transactions in connection with Operator's management of ACC. Subject to Owner's consent, which Owner may withhold in Owner's discretion, Operator shall also promptly transfer all tangible and intangible property to Owner, including, but not limited to all:

11.5.1 reports, records, including financial records, and documents maintained by Operator at the ACC relating to this Agreement with redaction of Operator's confidential proprietary information or property;

11.5.2 marketing material used in connection with the operation of ACC;

11.5.3 patron mailing (including any physical and electronic) lists and all patron data;

11.5.4 copyrights, trademarks and service marks, etc.;

11.5.6 contracts and commitments for any Events that have been booked or scheduled;

11.5.7 upon receipt of a general indemnification by Owner, all box office receipts and advance ticket sale receipts for all Events subsequent to termination; and

11.5.8 the remaining balance of the bank accounts established and maintained pursuant to Section 6.2 of this Agreement, after payment of any then-due Operating Expenses; and

11.5.9 Financial Statements current as of the date of the expiration or earlier termination of this Agreement.

11.6 Continuous Operation; Non-Abandonment. During the Management Term and Renewal Term (if any), Operator shall continuously operate ACC and comply with its obligations under this Agreement in accordance with the Operating Standards; shall not abandon ACC; and shall act in good faith to maximize Gross Revenues at ACC, in accordance with its purpose as stated in Section 1.1.

## **12. Miscellaneous.**

### **12.1 Certain Representations and Warranties.**

(a) Owner represents and warrants to Operator the following: (i) all required approvals have been obtained by Owner for its execution of this Agreement, and Owner has full legal right, power and authority to enter into and perform its obligations hereunder, (ii) this Agreement has been duly executed and delivered by Owner and constitutes a valid and binding obligation of Owner, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Legal Requirements affecting creditors' rights generally or by general equitable principles, and (iii) the execution and delivery of this Agreement shall not violate or cause a breach (with or without notice or the passage of time) under any agreement to which Owner is a party.

(b) Operator represents and warrants to Owner the following: (i) all required approvals have been obtained by Operator for its execution of this Agreement, and Operator has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by Operator and constitutes a valid and binding obligation of Operator, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar Legal Requirements affecting creditors' rights generally or by general equitable principles, and (iii) the execution and delivery of this Agreement shall not violate or cause a breach (with or without notice or the passage of time) under any agreement to which Operator is a party.

## 12.2 Certain Other Provisions.

(a) Cooperation. The Parties desire to cooperate with each other in the management and operation of the ACC pursuant to the terms hereof. In keeping with this cooperative spirit and intent, any dispute arising hereunder shall first be referred to the Parties' respective agents or representatives prior to either party initiating a legal suit, who shall endeavor in good faith to resolve any such disputes within the limits of their authority and within thirty (30) days after the commencement of such discussions. If the dispute is not settled through direct discussions, the Parties shall endeavor to settle the dispute by mediation under the mediation rules of the American Arbitration Association. The location of the mediation shall be in Abilene, Texas. The Parties agree to conclude such mediation within sixty (60) days after the filing of the request for mediation by either Party. If and only if any dispute remains unresolved after such ninety-day period, then either Party may initiate litigation and/or terminate this Agreement.

(b) Owner Events. Operator shall have the first right to select and schedule Events at the ACC Building each Fiscal Year, subject to the booking policy. Notwithstanding the foregoing, subject to Operator's approval, which shall not be unreasonably withheld, Operator agrees that Owner shall have the right to reserve and book the ACC Building, for any then-available dates, for up to ten (10) Events in the ACC Building and Owner shall have the right to reserve and schedule unlimited Events utilizing other areas of the ACC Real Property during each Fiscal Year (each, an "Owner Event"). Owner shall have the right to use the Facility for Owner Events without the payment of any rental or use fee; provided, however, that the "direct expenses" (as defined in the definition of Adjusted Operating Expenses) arising from any Owner Event shall be disregarded when calculating Adjusted Operating Expenses for purposes of calculating the Incentive Fee. Owner shall coordinate any such use in advance with Operator, and shall not disrupt scheduled programming or Events in the ACC Building, other than Owner Events. Owner shall have the right to delegate the use of ACC Building and/or the ACC Real Property to any third-party during each Owner Event Date, provided, however, that such third-party shall be subject to the same requirements as any user of ACC Building. Owner or its delegated third-party may not present Owner Events at the ACC Building and/or ACC Real Property of the same type or genre as the Popular Entertainment Events without Operators approval, such approval not to be unreasonably withheld. Owner Event dates shall be scheduled and reserved pursuant to Operator's scheduling procedures.

(c) Radius Restriction. Operator shall not own, develop, operate, manage, or participate in the marketing, promotion, or presentation of events in a competing performing arts center, theater, and/or convention and meeting venue within 100 miles of ACC, unless approved in writing by Owner. Notwithstanding the foregoing radius restriction, Operator shall not be restricted from providing consulting services or food and beverage services at venues within 100 miles of ACC.



(d) No Partnership or Joint Venture. Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between Owner and Operator.

(e) Entire Agreement; Amendments. This Agreement, including Exhibits A through F, contains the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings with respect thereto. No other prior agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the Parties hereto with respect to the subject matter of this Agreement. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the Parties to this Agreement.

(f) Force Majeure. No Party shall be liable or responsible to the other Party for any delay, damage, loss, failure, or inability to perform caused by “Force Majeure” if notice is provided to the other Party within ten (10) days of date on which such Party gains actual knowledge of the event of “Force Majeure” as a result of which such Party is unable to perform.

(g) Binding Upon Successors and Assigns. This Agreement and the rights and obligations set forth herein shall inure to the benefit of, and be binding upon, the Parties hereto and each of their respective successors and permitted assigns.

(h) Notices. Any notice, consent or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the Party for whom intended, (ii) on the second business day following mailing by an overnight courier service that is generally recognized as reliable, (iii) on the fifth day following mailing by certified or registered mail, return receipt requested, postage prepaid, or (iv) on the date transmitted by telecopy as shown on the telecopy confirmation therefor as long as such telecopy transmission is followed by mailing of such notice by certified or registered mail, return receipt requested, postage prepaid, in any case addressed to such Party as set forth below or as a Party may designate by written notice given to the other Party in accordance herewith.

To Owner:

City of Abilene  
555 Walnut St.  
Abilene, TX 79601  
Attention: City Manager  
Telephone: \_\_\_\_\_

With a copy to:

City of Abilene  
555 Walnut St., Suite 208  
Abilene, TX 79601

Attention: City Attorney  
Telephone: 325-676-6251

To Operator:

ASM Global  
800 West Olympic Blvd, 3<sup>rd</sup> Floor  
Los Angeles, CA 90015  
Attention: President

With a copy to:

ASM Global  
300 Four Falls Corporate Center  
300 Conshohocken State Road, Suite 770  
West Conshohocken, PA 19428  
Attention: General Counsel

(i) Governing Law; Counterparts. This Agreement shall be governed by and construed in accordance with the internal Legal Requirements of the State of Texas, without giving effect to otherwise applicable principles of conflicts of law. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

(j) Severability. The invalidity or unenforceability of any particular provision, or part of any provision, of this Agreement shall not affect the other provisions or parts of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions or parts were omitted.

(k) Non-Waiver. A failure by either Party to take any action with respect to any default or violation by the other Party of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of such Party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

(l) Governmental Compliance. Subject to available funding for Capital Expenditures, as same may be needed, Operator shall operate the ACC in compliance with the Operating Standards, including all applicable Legal Requirements. In the event Operator determines that any Capital Expenditures must be funded by Owner in accordance with this Agreement for Operator to comply with its obligations hereunder, Operator shall give Owner prompt advance notice of such funding need.

### 12.3. Tax Exempt Bonds Compliance

The Operator understands that the Owner may finance the ACC or improvements, additions, furnishings or equipment with respect to the ACC with proceeds of bonds, the interest of which is excludable from “gross income” for federal income tax purposes. Therefore, the Operator and Owner agree that, based on advice of nationally recognized Bond Counsel to the Owner, the terms of this Agreement may be renegotiated at any time in good faith to ensure compliance with the management contract’s safe-harbor guidelines of Rev. Proc. 2017-13, I.R.B. 2017-6, as amended and superseded or any additional or future guidance from the U.S. Department of Treasury (“Guidelines”). Owner and Operator represent that compensation for the services provided by Operator is reasonable, and it is consistent with industry standards. In furtherance thereof, the Operator agrees (a) that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the Owner with respect to the ACC; (b) not to claim any depreciation or amortization deduction, investment tax credit, or deduction that an owner would otherwise be allowed with respect to the ACC; (c) that the Owner bear the risk of loss upon damage or destruction of the managed property (for example, due to force majeure); (d) to not share in the net losses from the operation of the ACC; and (e) to not have its compensation based on net profits derived from the ACC. The Owner and the Operator agree to ensure that throughout the Term: (i) no more than 20 percent of the voting power of the governing body of the Owner is vested in the directors, officers, shareholders, partners, members, and employees of the Operator, in the aggregate; (ii) the governing body of the Owner does not include the chief executive officer (or a person with equivalent management responsibilities) of the Operator or the chairperson (or equivalent executive) of the Operator’s governing body; and (iii) the chief executive officer of the Operator is not the chief executive officer of the Owner or any of the qualified user’s related parties (within the meaning of section 1.150-1(b) of the Treasury Regulations). Operator and Owner agree to make a good faith effort to amend the Agreement, to the extent necessary to ensure compliance with the Guidelines. In no event will the Term exceed the lesser of 30 years or 80 percent of the weighted average reasonably expected economic life of the ACC.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the Effective Date.

**CITY OF ABILENE, TEXAS**

**ASM GLOBAL LLC**  
A DELAWARE LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
[NAME], [TITLE]

By: \_\_\_\_\_  
Mark Rozells, Chief Financial Officer

Attest:  
  
\_\_\_\_\_  
[NAME], [TITLE]

Approved as to form:  
  
\_\_\_\_\_  
[NAME], [TITLE]

**EXHIBIT “A”**

**EXISTING BOOKING POLICY**

**EXHIBIT “B”**

**ACC REAL PROPERTY**

## **EXHIBIT “C-1”**

### **TRANSITION SERVICES**

During the Transition Period, Operator’s responsibilities shall be as follows:

#### **TRANSITION PERIOD OPERATIONAL TASKS**

A. As a consultant for the Owner, Operator shall, during the Transition Period:

1. Perform an in-depth review of the ACC physical facilities and FF&E and make recommendations to Owner as to Operator’s opinion of recommended capital equipment and improvement purchases, customer service enhancements, or other projects which may help generate revenue for the ACC (Operator Transition Period Capital Expenditure Recommendations). Owner may or may not agree upon such Recommendations. Notwithstanding Owner’s election not to approve any such Recommendation, if Operator were to agree to continue to perform under this Agreement, Operator is deemed to have accepted the ACC as a facility which allows Operator to comply with the Operating Standards.

2. Utilize the Operator personnel who serve as the ACC’s Regional Vice President and General Manager as the channels through which all communications among Operator, the Owner or the Owner’s architectural and engineering firm and the other consultants, representatives and agents of the Owner, regarding operational aspects of the ACC referred to in this section of Exhibit “E” shall be made.

3. Submit to the Owner proposals regarding Transition Period marketing, advertising and Event Sponsorship plans.

4. Submit to the Owner recommendations regarding appropriate policies and procedures to be implemented in operating the ACC.

5. Recommend marketing and Event booking strategies and relationships with planners, promoters and regional marketing/sales agencies such as the Abilene Texas Convention & Visitors Bureau and area hotels.

6. Prepare a list of operating supplies and a budget therefor to be procured by Operator for the start-up of the ACC.

7. Recommend strategies and relationships to solicit primary third-party vendor service programs such as parking, ticketing, etc.

B. As the managing agent for the ACC on behalf of the Owner, to market and promote the ACC during the Transition Period, Operator shall:

1. Represent the ACC’s interests, as necessary or appropriate, with input from the Owner.

2. Implement booking and rental rate policies for the ACC proposed by Operator and approved by the Owner.

3. Negotiate, execute and deliver, in Operator's name as agent for the Owner tenant/user agreements, booking commitments and licenses.

4. Negotiate, execute and deliver, in Operator's name as agent for the Owner service contracts and vendor agreements, provided that to the extent that any such contract or agreement shall extend beyond the Management Term or Renewal Term, if any, such contract or agreement, to be effective, must be approved and executed by Owner.

5. Implement as managing agent for ACC on behalf of the Owner all advertising and Event Sponsorship sales for the ACC consistent with the advertising plan approved by the Owner, subject to the terms and conditions of this Agreement.

6. Maintain accurate accounting records relating to its activities on behalf of the ACC.

7. Issue to the Owner monthly reports reflecting Operator's financial and contract activities on behalf of ACC.

C. In anticipation of being the Operator of the ACC Building and the ACC Site following the Commencement Date, Operator during the Transition Period shall

1. Review the Existing Contracts and propose a plan for the City's approval that recognizes and accommodates each of such Existing Contracts for the balance of its term and considers the utilization of any such vendor or service provider thereafter if such vendor or service provider could be utilized effectively and efficiently in accordance with Operator's plans and obligations under this Agreement.

2. Evaluate existing employees who manage, operate, or maintain the ACC Building and ACC Site for available positions. Decisions related to the retention of any such employees shall be made by Operator, in consultation with the City Manager or his designee. Such decisions shall be based upon each employee's qualifications and experience levels, the number of available positions and compensation requirements. Operator agrees to use reasonable business judgment in the selection of such personnel. Operator shall use its best commercial efforts to provide written notice to any such existing employees that Operator will not retain no later than thirty (30) days prior to the end of the Transition Period. As part of Operator's evaluation process, Operator shall work with Owner to inform the existing employees regarding the possible opportunities for employment with Operator and shall help to develop a plan for the retained existing employees to reduce the negative impact, if any, on the employees' existing City retirement and other benefit programs.



## **EXHIBIT “C-2”**

### **MANAGEMENT SERVICES**

Without limiting the generality of Section 3.1 of this Agreement, Operator shall have, without (except as otherwise expressly noted below or in this Agreement) any prior approval by Owner, the responsibility, sole right, authority, and obligation to:

(a) Utilize the Operator personnel who serve as the ACC’s Regional Vice President and General Manager as the channels through which all communications among Operator, the Owner and any consultants, representatives and agents of the Owner, regarding operational aspects of the ACC referred to in this section of Exhibit “C-2” shall be made.

(b) Submit to the Owner proposals regarding marketing, advertising and Event Sponsorship plans.

(c) Submit to the Owner recommendations regarding appropriate policies and procedures to be implemented in operating the ACC, including potential changes to the booking policy, including rental rates.

(d) Recommend marketing and Event booking strategies and relationships with planners, promoters and regional marketing/sales agencies and area hotels, including the Abilene DoubleTree Convention Center headquarters hotel.

(e) Recommend strategies and relationships to solicit primary third-party vendor service programs such as parking, ticketing, etc.

(f) Negotiate, execute and deliver, in Operator’s name as agent for the Owner tenant/user agreements, booking commitments and licenses.

(g) Negotiate, execute and deliver, in Operator’s name as agent for the Owner service contracts and vendor agreements, provided that to the extent that any such contract or agreement shall extend beyond the Management Term or Renewal Term, if any, such contract or agreement, to be effective, must be approved and executed by Owner.

(h) Implement as managing agent for ACC on behalf of the Owner all advertising and Event Sponsorship sales for the ACC consistent with the advertising plan approved by the Owner, subject to the terms and conditions of this Agreement.

(i) Maintain accurate accounting records relating to its activities on behalf of the ACC.

(j) Issue to the Owner monthly reports reflecting Operator’s financial and contract activities on behalf of ACC.

(k) Provide or cause to be provided, through itself and/or one or more of its Affiliates and/or third party subcontractors, booking services, decorating services, maintenance services, and all other services in connection with the management, promotion and operation of the ACC.

(l) Negotiate, execute in Operator's name as agent for Owner, deliver and administer any and all licenses, occupancy agreements, rental agreements, booking commitments, advertising and Event Sponsorship agreements, catering and concession agreements, decorating agreements, supplier agreements, service contracts and all other contracts and agreements in connection with the management, promotion and operation of the ACC, provided that to the extent that any such license, agreement, commitment, or contract other than those involving the license, lease, or rental of any of the ACC ( or any portion thereof) in the ordinary course has a term that extends beyond the Management Term or Renewal Term, if any, such license, agreement, commitment, or contract, to be effective, must be approved and executed by Owner. In addition, Operator, as agent for Owner, may rent the ACC Building or any part thereof to itself in connection with any Event in the promotion of which Operator is involved, so long as such rental is on prevailing rates and terms or such other rates and terms as Owner approves.

(m) Establish and adjust, with the Owner's prior approval, prices, rates and rate schedules for the aforesaid licenses, agreements and contracts and any other commitments relating to the ACC to be negotiated by Operator in the course of its management, operation and promotion of the ACC. In determining such prices and rate schedules, Operator shall evaluate comparable charges for similar goods and services at similar and/or competing facilities and shall consult with the Owner about any adjustments to the rate schedules at the ACC to be made by Operator;

(n) Identify prospective qualified promoters for certain Events at ACC and negotiate a co-promotion agreement with such third party. Upon Operator's selection of such co-promoter (with Owner's approval), Operator shall provide all proposed agreements and contracts in connection with the co-promotion relationship to Owner for its review and approval. For any agreement with any co-promoter that involves presentation or promotion risk for Owner, Operator shall perform a risk/reward analysis of rental vs. co-promotion and present such analysis to Owner with a recommendation for action. Operator shall not commit Owner to any presentation or co-promotion risk without Owner's express approval.

(o) After the Commencement Date, present the Events.

(p) To the extent that Gross Revenues or funds supplied by Owner are made available therefor, (i) perform Repair and Maintenance as needed as an Operating Expense to be accounted for the operating budget. maintaining the ACC and ACC Real Property in the condition received, reasonable wear and tear excepted, and (ii) rent, lease or purchase all equipment and maintenance supplies necessary or appropriate for the operation and maintenance of the ACC and ACC Real Property; provided that Owner shall be responsible for all Capital Expenditures as provided in Section 6.3;

(q) Pay, when due, on behalf of Owner, all Operating Expenses from accounts established pursuant to Sections 6.2 of this Agreement;

(r) after consultation with the Owner's attorney or his/her designee, subject to Owner's prior approval, institute as agent for the Owner and at the reasonable expense of Owner with counsel selected by Operator, such legal actions or proceedings as Operator shall deem necessary or appropriate in connection with the operation of the ACC, including, without limitation, to collect charges, rents or other revenues due to the Owner or to cancel, terminate or sue for damages under, any license, use, advertisement or concession agreement for the breach thereof or default thereunder by any licensee, user, advertiser, or concessionaire at the ACC; and

(s) Engage in such advertising, solicitation, and promotional activities as Operator deems necessary or appropriate to develop the potential of the ACC and the cultivation of broad community support.

(t) Establish and manage an Event ticketing operation for ACC, consistent with the Operating Standards, including telephone, internet, and window sales. Operator may allocate tickets to other vendors for sale, provided the full Facility Fees are collected by such vendor and paid to Operator. Operator shall use best efforts to ensure that the box office hours of operation are sufficient to ensure accessibility by ACC patrons.

(u) Develop, subject to Owner's approval, a plan for Front of House Services. As of the date of Owner's approval, Operator shall implement, oversee, and direct the Front of House Services in accordance with the Operating Standards.

(v) Develop, establish, and follow a janitorial, cleaning, maintenance, extermination and pest control program, which Operator shall implement to keep ACC and the ACC Real Property in compliance with the Operating Standards.

(w) Provide sufficient security services throughout the ACC and ACC Real Property so it remains at all times in compliance with the Operating Standards and creates a safe and comfortable experience for everyone at ACC.

(x) Develop, establish, and follow, to the extent reasonably practicable, a resource and energy conservation program to achieve the energy-efficient management and use of the ACC Building, while still maintaining the Operating Standards of ACC.

(y) Review and provide input to Owner in preparing a thirty (30) year schedule of Capital Expenditures ("Capital Replacement Schedule"), subject to Owner's approval, not to be unreasonably withheld. The Capital Replacement Schedule shall be updated by Owner, at Owner's discretion, with input from Operator, every five (5) years.

(z) Prepare annual Capital Expenditures budgets for the estimated cost of Capital Expenditures planned for the two years following each such budget, subject to Owner's approval, not to be unreasonably withheld, which Capital Expenditures are needed in the reasonable opinion of Operator to keep and maintain the ACC and ACC Real Property during such period in compliance with the Operating Standards, and recommend any Capital Expenditures which may generate additional ancillary revenue streams.

(aa) Work diligently and in good faith with Owner to establish a reasonable schedule for the completion of Capital Expenditures approved by Owner that accommodates Owner's funding schedule and minimizes disruption to Events in the ACC building. Operator shall update quarterly any applicable schedules proposed in accordance with this Exhibit C-2 to give notice and reminder to Owner of any Capital Expenditures and/or any Repair and Maintenance items that should no longer be deferred in the good faith judgment of Operator.

(bb) Solicit and obtain Event Sponsorships in order to generate Event Sponsorship Revenue, all of which shall be considered Gross Revenues, subject to the terms and conditions of this Agreement. The Parties expressly agree that any revenue from Naming Rights Sponsorships sales shall not be considered Gross Revenues, and shall inure to the sole benefit of Owner. Operator shall cooperate, comply with, and implement all operational provisions of Naming Rights Sponsorships agreements and

contracts, and if Fulfillment Costs are incurred by Operator, such Fulfillment Costs shall be reimbursed promptly to the Operator by Owner, subject to presentation by Operator to Owner of a properly detailed and supported invoice. The Parties agree to coordinate Naming Rights Sponsorship sales and Event Sponsorship sales at ACC after the Effective Date so as to avoid any conflicts in deliverables and obligations.

(cc) Charge and collect the Facility Fee for each ticket sold at each Event in the ACC Building, and keep and report the amounts collected as a Facility Fee. The amount of the Facility Fee shall initially be set by Operator with consent from Owner, and may be adjusted by Operator from time to time, with consent of Owner. The amount collected as a Facility Fee may also vary by Event type.

## **EXHIBIT “D”**

### **INSURANCE**

(a) Operator shall secure and deliver to the Owner prior to the commencement of the Management Term hereunder and shall keep in force at all times during the Management Term and the Renewal Term, if any, with insurance companies with a minimum “A” rating by A.M. Best:

(i) a commercial liability insurance policy, including, independent contractors, contractual liability, products and completed operations, Operator contingent liquor liability, personal and advertising injury, public liability and property damage, covering the premises and the operations hereunder, in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate for bodily injury and property damage combined. The policy shall include medical liability for EMTs, if any, while working for Operator;

(ii) an umbrella liability insurance policy with a limit of Ten Million Dollars (\$10,000,000.00) in the aggregate;

(iii) a comprehensive automotive bodily injury and property damage insurance policy for business use covering all owned, hired, or non-owned vehicles operated by Operator officers and employees in connection with the ACC, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence (including an extension of hired and non-owned coverage);

(iv) worker's compensation insurance (including occupational disease hazards) at statutory limits;

(v) professional liability insurance with coverage of at least One Million Dollars (\$1,000,000.00) for claims of negligent errors, acts or omissions by Operator;

(vi) employment practices liability insurance with coverage of at least Three Million Dollars (\$3,000,000.00) for claims relating to the employment practices of ASM at ACC pertaining to its employees.

(vii) fidelity/crime insurance covering all of Operator’s personnel under this Agreement in the amount of at least Five Hundred Thousand Dollars (\$500,000.00) for each loss, to reimburse Owner for losses experienced due to the dishonest acts of Operator’s employees.

(viii) cyber liability insurance, where available in the marketplace, covering any computer system “owned, operated, leased or under the control” of Operator in the amount of Five Million Dollars (\$5,000,000).

(b) Owner shall cause Operator to be named as an additional insured under all of the Owner’s property and hazard insurance policies covering or relating to the ACC. Nothing in this Agreement is intended to require Operator to maintain property and hazard insurance covering the premises at the ACC or business interruption insurance covering the interruption of operations by or for whatever cause at the ACC.

(c) The terms of all insurance policies described in paragraphs (a)(i) through (iv) above shall preclude subrogation claims against Operator, the Owner and their respective partners, members, officers, directors, employees and agents.

(e) Operator shall be the named insured(s) under all of the liability described in paragraph (a) above. The Owner shall be an additional insured under the insurance described in paragraph (a)(i), (ii), and (iii) above. The insurance maintained by each party hereunder shall contain a provision covering the Parties' indemnification liabilities to each other.

(f) Certificates evidencing the existence of the above policies shall be delivered by each Party to the other prior to the commencement of the Management Term. Notwithstanding the provisions of Section 9.2 and this Exhibit "D", the Parties hereto acknowledge that the above insurance may contain exclusions from coverage which are reasonable and customary for insurance of such type. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy shall not be canceled without first giving thirty (30) days' written notice thereof, sent by mail, to (i) in the case of Operator's policies, the Owner, City of Abilene, 555 Walnut St., Abilene, TX 79601, Attention: Robert Hanna, City Manager ]; and (ii) in the case of the Owner's policies, ASM Global, 300 Four Falls Corporate Center, 300 Conshohocken State Road, Suite 770, West Conshohocken, PA 19428, Attention: Vice President of Risk Management."

(g) In connection with the insurance requirements of this Exhibit D, Operator shall:

(i) Promptly cause to be investigated all accidents and claims for injury or damage relating to the operation and maintenance of ACC, as they become known to Operator, and promptly report to Owner any such incident that is material;

(ii) Promptly cause to be investigated all damage to or destruction of ACC, as it becomes known to Operator, and promptly report to Owner any such incident that is material, together with the estimated cost of repair thereof,

(iii) Promptly prepare any and all reports required by any insurance company as the result of an incident mentioned in this Exhibit "D", acting as the agent for all other named insureds, additional insureds, mortgagees, and loss payees;

(iv) Cooperate with all consultants and experts, including architects, engineers, contractors and accountants hired by Owner, as needed, to assist in analyzing any loss or damage, determining the nature and cost of repair, and preparing and presenting any proofs of loss or claims to any insurers, unless such loss is due to claims resulting from a structural defect, or unless Owner elects to assign an independent adjuster or appraiser for this purpose, in which case Owner shall cooperate fully with such adjuster or appraiser.

(v) Before any party other than the Operator is licensed to use any portion of ACC for a performance, function or other activity, including rehearsals, confirm that said party has obtained certificates of insurance demonstrating binding coverages customary for third party usage of similar convention and performing arts centers of ACC's size and nature; and

(vi) Maintain in effect for ACC a bona fide safety program to include employees and the public, and maintain an emergency evacuation plan for ACC.

## **EXHIBIT “E”**

### **FINANCIAL REPORTING PROCEDURE**

#### **Annual Plan**

Operator shall prepare an annual plan, for the ensuing Fiscal Year, to operate ACC as a First-Class convention and performing arts center in accordance with the terms of this Agreement. The annual plan shall include an annual operating budget and Operator’s recommendation for Capital Expenditures to be accomplished during the next two Fiscal Years. The annual plan for the 2022 – 2023 Fiscal Year shall be prepared by Operator and submitted by Operator to Owner for approval during the Transition Period. For Fiscal Years beyond 2022 - 2023, the annual plan shall be submitted by Operator to Owner for approval by May 15<sup>th</sup> prior to the commencement of the ensuing Fiscal Year. Owner shall have a period of thirty (30) Days to submit any comments or concerns. Operator shall receive Owner comments and/or concerns and incorporate those it considers in accordance with the terms of this Agreement, and to the benefit of the plan, into a revised annual plan, which Operator shall submit to Owner within 30 days after receipt of comments from Owner. If the Operator does not incorporate all reasonable comments and/or concerns, the dispute procedures (12.2) will apply.

The Operator’s annual plan shall include the following:

#### **General Information**

- Establish annual goals and goal-oriented outcomes
- Report on contracts entered into for the ensuing Fiscal Year
- Report on Events booked and calendar holds placed for the ensuing Fiscal Year

#### **Revenue**

- Forecast revenues from Event income, ancillary income, and other operating income using booking calendar and other sources

#### **Expenses**

- Forecast expenses in detailed budget categories: Personnel, General & Administrative, Operations and Maintenance, Utilities, Insurance, Management Fees (add others as appropriate)
- Provide comparative analysis
- Identify sensitivity and where cuts can be made to future year budget if required
- Create Budget Summary that reflects total revenues, expenses and expected funding required from Owner (if any)
  - Prepare summary financial statement for upcoming budget year
  - Prepare building financial statement for upcoming budget year
  - Prepare detailed building financial statement for upcoming budget year

#### **Financial & Budget Reporting**

Operator shall prepare periodic financial reporting for the Owner as detailed below.

#### **Monthly/Annual Financial Reporting**

Monthly, and at the end of the Fiscal Year, Operator shall provide a standard financial report that includes the following information:

- Reconcile all ticket sales from Event settlements to Accounts Payable account
- Complete financial reports consisting of:
  - Revenues (including show settlements & rents)
  - Facility Fees
  - Operating Expenses
  - Bank reconciliation
  - Report with comparison to budget
- Record all sweep accounting
- Reconcile fund cash
- In addition to the financial report, Operator shall provide a report on contracts entered into and calendar holds placed for the preceding month

### **Activity Reporting**

In addition to financial reporting, the Operator shall prepare periodic activities reports for the Owner.

### **Quarterly Report**

On a quarterly basis, the Operator shall provide a report detailing:

- Events by activity type and event genre
- Attendance figures by activity type and Event genre
- Total Tickets sold
- Comp ticket total
- Paid Attendance by Zip code (as data is collected)

In addition, Operator shall provide the booking calendar for the succeeding twelve months.

### **Annual Report**

Within 90 days of the close of the Fiscal Year, Operator shall provide Owner with a summary annual report which compiles the year's Quarterly Reports and includes reporting on the performance measures set forth in this Agreement.



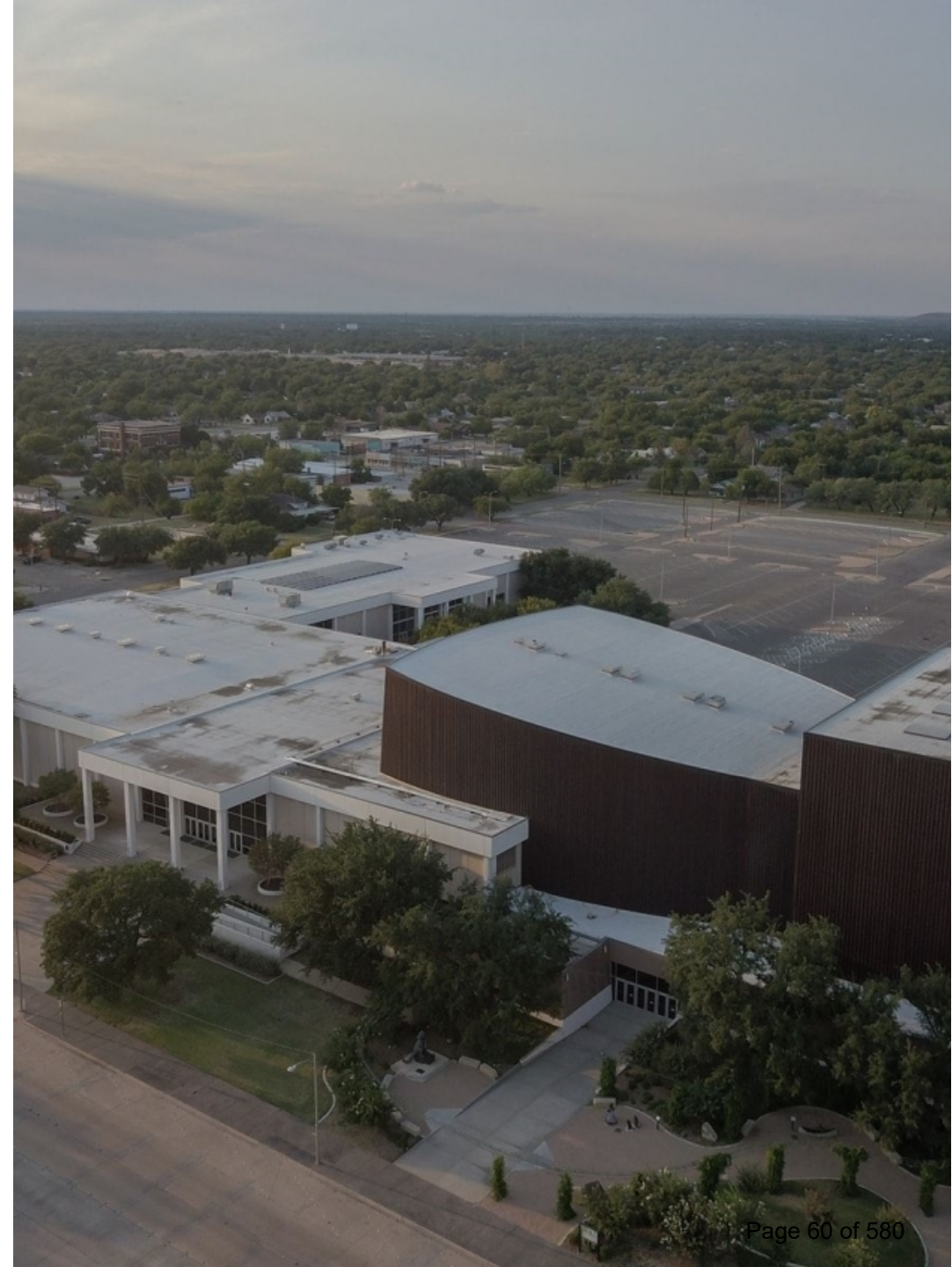
# Resolution Authorizing the City Manager to Enter into a Management Agreement between ASM Global and the City of Abilene for Management Services for the Abilene Convention Center



# Professional Management Services Operating Agreement for the Abilene Convention Center

City Manager's Office

July 28, 2022



# Background

- City staff has evaluated the current Abilene Convention Center management structure and the potential to improve outcomes.
- A peer city review identified numerous cities throughout the country that transitioned the management of their publicly owned convention centers from City management to the private sector.

# Transitioned Peer Convention Centers

| Convention Center                                | Location          | Year Transitioned |
|--------------------------------------------------|-------------------|-------------------|
| Albany Capital Center                            | Albany, NY        | 2014              |
| Branson Convention Center                        | Branson, MO       | 2014              |
| Century Center                                   | South Bend, IN    | 2013              |
| Century II Convention and Performing Arts Center | Wichita, KS       | 2021              |
| Duke Energy Convention Center                    | Cincinnati, OH    | 2006              |
| Huntington Convention Center                     | Cleveland, OH     | 2013              |
| Jekyll Island Convention Center                  | Jekyll Island, GA | 2011              |
| Kay Bailey Hutchison Convention Center           | Dallas, TX        | 2019              |
| Las Cruces Convention Center                     | Las Cruces, NM    | 2019              |
| Los Angeles Convention Center                    | Los Angeles, CA   | 2013              |
| Mayo Civic Center                                | Rochester, MN     | 2019              |

# Transitioned Peer Convention Centers

| Convention Center                 | Location            | Year Transitioned |
|-----------------------------------|---------------------|-------------------|
| McCormick Place                   | Chicago, IL         | 2011              |
| Oklahoma Convention Center        | Oklahoma City, OK   | 2016              |
| OnCenter                          | Syracuse, NY        | 2012              |
| Panama Convention Center          | Panama City, Panama | 2017              |
| Pembroke Pines City Center        | Pembroke Pines, FL  | 2015              |
| Pennsylvania Convention Center    | Philadelphia, PA    | 2013              |
| Reno Sparks Convention Center     | Reno, NV            | 2017              |
| Santa Clara Convention Center     | Santa Clara, CA     | 2019              |
| TCF Center (formerly Cobo Center) | Detroit, MI         | 2010              |
| Tucson Convention Center          | Tucson, AZ          | 2014              |

# Background

- Staff arranged meetings between ASM Global, Garfield Public/Private LLC and City staff to discuss how a transition to a managed services model could improve service delivery and the facility's performance
- Garfield Public/Private LLC supported City staff in negotiating an Operating Agreement between the City and ASM Global presented for City Council consideration
- ASM Global has the experience and qualifications necessary to properly maintain and operate the Abilene Convention Center. Its capabilities are demonstrated at the 300+ facilities ASM Global manages worldwide.





## THIS IS ASM GLOBAL

ASM Global is the world's leading venue management company, providing services to over 350 venues on five continents, featuring

23M+

SQUARE FEET OF  
CONVENTION SPACE

2.5M

SEATS IN OUR FAMILY OF  
VENUES

200M

GUESTS ANNUALLY

61,000

EMPLOYEES WORLDWIDE



# OUR NETWORK

84

THEATERS &  
SPECIAL USE FACILITIES

27

STADIUMS

116

ARENAS

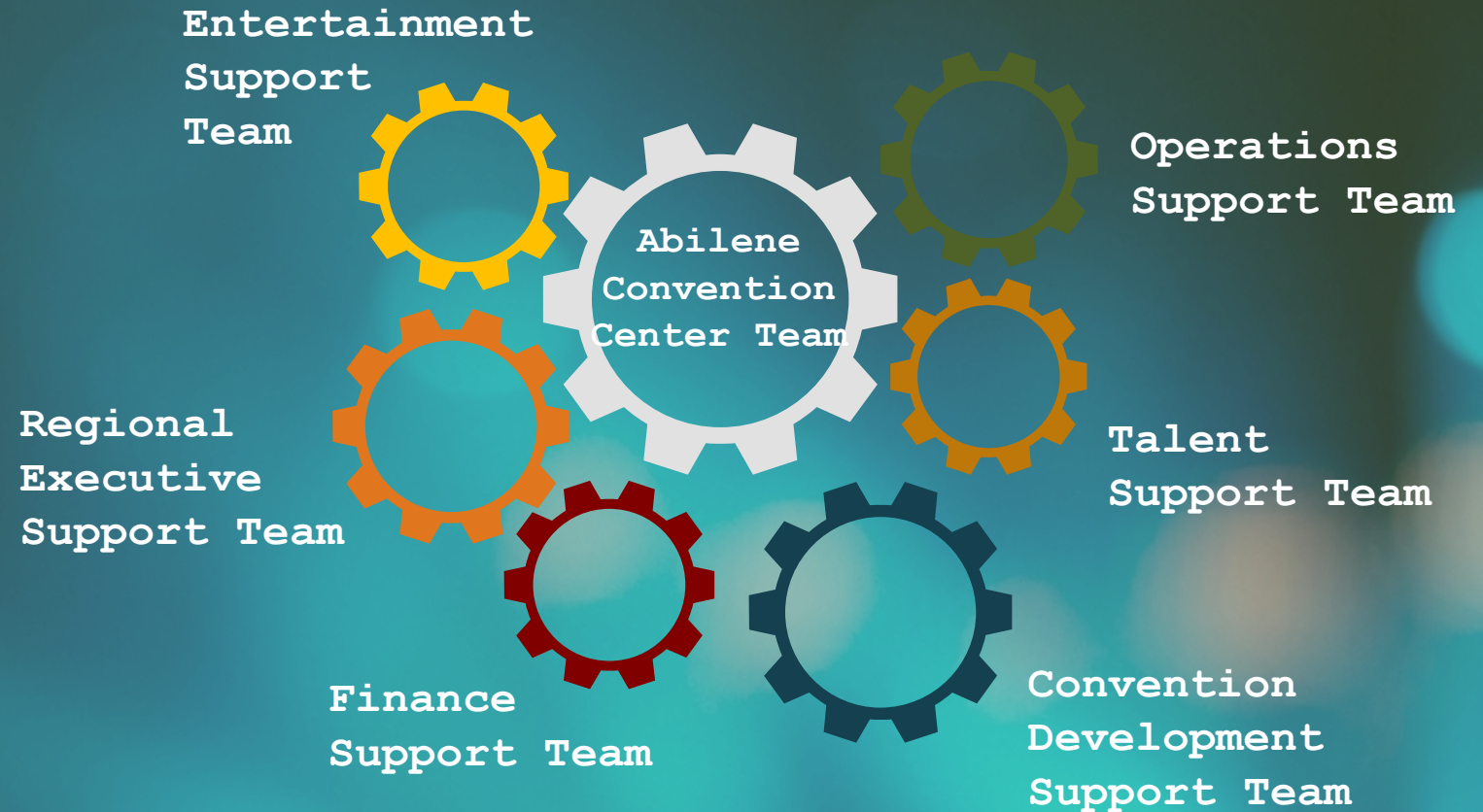
98

CONVENTION CENTERS



# CORPORATE SUPPORT

- Team Fundamentals
  - Support for the goals of the City of Abilene
  - Dedicated support
    - Corporate
    - Regional
    - Local
  - Network of professionals worldwide



# STRONG PROGRAMMING & BOOKING RESOURCES

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- ASM Global Live Entertainment Division
- Regional Booking Managers
- Monthly National & Regional Calls
- ASMBooking.com
- Leverage National & Regional Promoter Relationships

**PURCHASE MORE THAN  
\$30M IN TALENT ANNUALLY**



INCREASE ENTERTAINMENT EVENTS



# STRONG MARKETING RESOURCES

- Annual ASM Global Marketing Summit
- Webinars – Social Media, Analytics Tracking, etc.
- Monthly Marketing Calls
- Marketing, Collateral and PR Plan Templates
- Peer-to-Peer Support
- Event-Specific Marketing Calls
- Brand Recognition

**200+ MARKETING & SALES  
DIRECTORS ON OUR TEAM**





# ALLIANCE MODEL

- DMO Relationship: Strongest and most influential partner
- A Collaborative group that includes partners from the DMO and hospitality community working together to establish initiatives that will achieve the greatest economic impact.
- Benefits: Increased efficiencies by reducing duplicate efforts while presenting a cohesive message & saving marketing and advertising dollars.





# OPERATIONS TRANSITION



## ASM GLOBAL BEST POSITIONED

**PEOPLE**  
#1 PRIORITY

CUSTOMIZED  
**APPROACH**



# COMMITMENT TO DIVERSITY, EQUITY & INCLUSION



**LOCAL VENDORS  
& SUPPLIERS**



**MBE / WBE /  
VETERANS**



**WORKFORCE  
DEVELOPMENT**



# Delivering amazing experiences.

---

We are excited, inspired, and ready to go the extra mile to make every live experience memorable for our clients, partners, and guests. We always aspire to look for new ways to envision, innovate, and activate the spaces and places that bring people together to elevate the human spirit, while delivering the highest value for all stakeholders.







# ABILENE CONVENTION CENTER

## OPERATING AGREEMENT SUMMARY OF TERMS

JULY 28, 2022



# TERM OF AGREEMENT

- Agreement is QMA-compliant to preserve City's ability to use tax-exempt financing
- Transition Period runs from August 1, 2022 through September 30, 2022
- Initial Management Term is 7 years from end of Transition Period (September 30, 2029)
- 7-Year Renewal Term subject to mutual agreement

# TRANSITION PERIOD SERVICES

- Work to transition current staff from City to ASM and add additional staff, if needed
- Review and inspect facility and systems and advise of recommended actions, if any
- Submit recommendations regarding proposed policies and procedures (including booking policy, marketing, advertising, and sponsorship plans)
- Prepare and submit proposed operating budgets and capex plans
- Solicit and secure primary vendor service programs such as ticketing, parking, etc.
- Book, market and promote events and facility (in coordination with current staff)
- Obtain City prior written consent for commitments made prior to facility handover
- Maintain accounting records and make monthly progress reports to City

# MANAGEMENT SERVICES

- Honor all existing agreements between ACC and third parties
- Manage, market, book, and promote Events at ACC
- Negotiate, execute and deliver booking commitments, rental agreements, licenses, etc., in accordance with booking policy and rental rates and charges approved by City
- Perform or subcontract for repair and maintenance, janitorial, cleaning, security, and all other services required in management, promotion, and operation of ACC
- Operate ACC with a goal of maximizing revenue and minimizing operating deficits\*

\* *ASM to make recommendations regarding best practices; ASM proposed operating and capital budgets and booking policy recommendations, including rental rates and other charges, will be subject to City approval.*

## MANAGEMENT SERVICES (CONTINUED)

- Manage F&B services (agreement does not preclude 3<sup>rd</sup> party catering/banquet services)
- Solicit and implement advertising and sponsorships
- Maintain accurate accounting records and report monthly, quarterly, and annually to the City
- Meet monthly with City Finance Staff and Contract Administrator to review financials and performance metrics
- Operate the building in accordance with the Operating Standards (summarized on following page)

# OPERATING STANDARDS

Means the operation of ACC in a manner consistent with:

- Other convention center and theater venues in the United States similar in age and condition;
- Current prudent business, management, repair and maintenance practices for similar venues;
- Compliance with Legal Requirements;
- Requirements and limitations set forth in the Agreement;
- At a minimum, the standards applicable to other venues operated by Operator;
- Keeping the Project in a clean, sanitary and attractive condition; and
- Reasonably calculated to protect and preserve the assets and City's investment in ACC.

# CAPITAL EXPENDITURES

- Operator responsible for routine repair and maintenance as part of operating budget
- City responsible for Capital Expenditures (major building or FF&E replacements)
- Operator to present to City 2-year budget for recommended Capital Expenditures
- City retains sole discretion as to whether to undertake Capital Expenditures
- Operator excused from compliance with Operating Standards **only to the extent that** City's decision not to undertake a Capital Expenditure interferes with Operator's ability to comply

# CITY EVENTS

- City right to reserve and book ACC for up to 10 Owner Events each year.
- City must coordinate any such use in advance with Operator, and not disrupt scheduled programming or other Events at ACC.
- City right to delegate the use of ACC to any third-party during each Owner Event Date, provided such third-party is subject to same requirements as any ACC user.
- City or its delegated third-party may not present Popular Entertainment Events w/o Operator approval, not to be unreasonably withheld.



## OTHER KEY PROVISIONS

- If there is a dispute, Parties to negotiate in good faith to resolve within 30 days.
- If not resolved by negotiation, 60 days of mediation; thereafter, either Party may pursue litigation.
- Radius restriction – Operator may not own, develop, operate, manage, or participate in the marketing, promotion, or presentation of events in a competing venue within 100 miles of ACC, unless approved in writing by City.

# TERMINATION

- Either Party may terminate:
  - ✓ If the other Party commits a Material Default (subject to cure rights).
  - ✓ Upon Material Damage to building, with 90 days' advance notice.
  - ✓ When Force Majeure prevents the presentation of 20 consecutive Events safely and in compliance with Legal Requirements, with 180 days' advance notice.
- During Term and Renewal Term (if any), Operator must continuously operate and not abandon ACC.
- Upon expiration or termination, Operator must peacefully surrender premises and all records, patron mailing lists and data, contracts, receipts, bank accounts, etc.
- Upon expiration or termination, Operator must cooperate in transition to new management.

# OPERATOR FEES

- Transition Period monthly fee of \$7,916.67
- Base management fee of \$95,000 per year, CPI adjusted annually
- F&B management fee of 6.0% of gross F&B revenue through FY 3, 4.0% in FY 4 and after
- Tiered incentive management fee in accordance with the following formula:

| INCENTIVE FEE CALCULATION               |                                                 | <u>Years 1 - 3</u> | <u>Year 4 and After</u>                |
|-----------------------------------------|-------------------------------------------------|--------------------|----------------------------------------|
| Adjusted Gross Revenue (AGR) Benchmark: |                                                 | \$672,836          | Avg. of FY 1 - 3, CPI-adjusted FY 5 -7 |
| (i)                                     | Percentage of first \$300K over AGR Benchmark:  | 10.00%             | 17.50%                                 |
| (ii)                                    | Percentage of next \$300K over AGR Benchmark:   | 12.50%             | 25.00%                                 |
| (iii)                                   | Percentage of next \$300K over AGR Benchmark:   | 15.00%             | 35.00%                                 |
| (iv)                                    | Percentage of any remaining over AGR Benchmark: | 20.00%             | 45.00%                                 |

# FINANCIAL TERMS

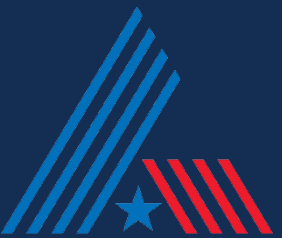
- \$280,000 capital contribution to City to be deployed as directed by the City\*
- Operator Contribution is amortized on a straight-line basis over 7 years
- Any unamortized Operator Contribution to be returned to Operator if terminated prior to 7 years for any reason other than a Material Default
- Operator will make available an additional \$100K in an “Event Development & Marketing Fund”
- Fund to be replenished from Event profits (if any) from Events that utilize the Fund
- Any amounts in excess of \$100K remaining in Fund to be paid to City upon termination/expiration

\* *Parties to attempt to mutually agree on revenue-generating enhancements for deployment of Operator Contribution, but City has final authority.*

# Recommendation

- It is recommended that the City Council approve the Operating Agreement with ASM Global and authorize necessary signatures and budget adjustments.

# QUESTIONS?





**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO:** Robert Hanna, City Manager

**FROM:** Tim Littlejohn, Director of Planning & Development Services

**SUBJECT:** 6. Resolution: Receive a Report, Hold a Discussion, and Take Action on the Approval of FY 2022/2023 One-Year Action Plan for CDBG and HOME Programs (Leticia Reeves)

---

**GENERAL INFORMATION**

As an entitlement city receiving funds from the U.S. Department of Housing and Urban Development (HUD), the City of Abilene is required to submit a Consolidated Plan that strategically addresses the City's goals and objectives for housing and community development over the course of a five-year period. The City of Abilene is also required to submit a One-Year Action Plan outlining specific uses of Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds planned for the coming fiscal year. The Neighborhood Services Advisory Council (NSAC) was instrumental in the development of the goals, objectives and budget of the Consolidated Plan and provided input into the FY 2022/2023 Action Plan.

**SPECIAL CONSIDERATIONS**

A public hearing and 6 community neighborhood meetings were held to receive input for the FY 2022/2023 Action Plan. The needs discussed were: housing, community services, economic development, community/public facilities, public improvements and homeless services. Invitees were service providers and nonprofits, the homeless network, disability services, 211 A Call for Help, agencies, religious organizations/churches and neighborhood associations and residents. Professionals from housing, insurance, real estate and lending were invited. All City directors and managers were invited along with all previous funding recipients. Discussion centered on the community needs that could be addressed with CDBG/HOME funds or alternative funds.



Funding applications were accepted from April 11, 2022 - May 11, 2022. The Proposed FY 2022/2023 budget for the FY 2022/2023 Action Plan was published in the Abilene Reporter-News on June 11, 2022 (which began the HUD-required 30-day comment period). As of July 12, 2022, no written comments have been received in response to the proposed Action Plan and budget as published. A second public hearing on July 28, 2022, is required with approval of the attached resolution. The FY 2022/2023 Action Plan must be received by HUD no later than August 16, 2022.

### **FUNDING/FISCAL IMPACT**

There will be no impact on local taxes. Projects are to be funded using 2022 Entitlements of \$858,688 CDBG and \$500,253 HOME. In addition, the City anticipates that it will receive \$500 program income from the CDBG and \$15,000 program income from HOME program during FY 2022/2023.

### **STAFF RECOMMENDATION**

Staff recommends approval of the attached resolution approving the FY 2022/2023 One-Year Action Plan for use of CDBG and HOME funds.

### **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

1. Resolution 7-28-22 FY 2022-2023 Action Plan
2. FY2022\_23 Council Meeting Presentation

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,  
APPROVING THE FY 2022/2023 ACTION PLAN AND PROJECTED USE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT  
PARTNERSHIPS PROGRAM (HOME) FUNDS

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

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

WHEREAS, the primary objective of the Community Development Program is to develop a viable urban community, including decent housing and a suitable living environment, and to expand economic opportunities principally for persons of low and moderate income. Consistent with the primary objective, the Federal assistance provided in the Community Development Program is for the support of the community development goals, objectives, and strategies which are eligible under applicable Federal regulations; and

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

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

- Part 1. That the FY 2022/2023 Action Plan and Projected Use of Community Development Block Grant and HOME funds is hereby approved.
- Part 2. That, upon approval, the FY 2022/2023 Action Plan be submitted to the United States Department of Housing and Urban Development.
- Part 3. That the financial assistance authorized by the Community Development Block Grant and HOME Programs referred to above is required to enable the City of Abilene to carry on appropriate community development activities directed toward meeting the objectives above.

Part 4. That the City Manager, or his designee, of the City of Abilene, Texas is hereby authorized to sign said application and any and all appurtenant documents on behalf of the City.

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

ADOPTED this 28<sup>th</sup> day of July, 2022.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

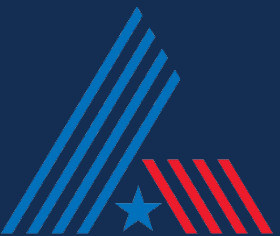
\_\_\_\_\_  
CITY ATTORNEY

**FY 2022/2023**  
**One-Year Action Plan**  
**Community Development Block Grant**  
**And**  
**HOME Investment Partnership Grant**



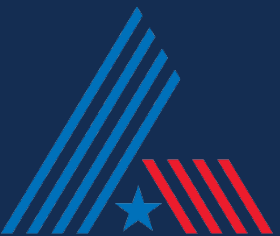
# Project Funding Guidelines

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



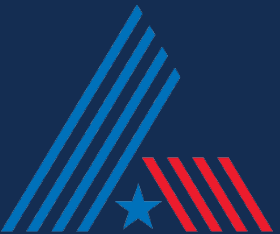
# What is Community Block Development Grant (CDBG)

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



# TOTAL CDBG Administration Cost:

- **CDBG Housing Administration-\$96,625** pays staff, HUD training, office materials, Public Notices, and advertising materials as required by HUD.
- **CDBG Planning Administration-\$81,737** will fund staff, advertising and promotion, HUD training, IT fund and memberships dues.
- **CDBG Indirect Admin-\$90,000** will be paid to the City of Abilene for building and office use, maintenance, fleet, IT services and access to all City personnel.





# TOTAL CDBG Projects

- **Critical Repair- \$444,234** 40-50 Low-Moderate-Income (LMI) clients that reside in owner-occupied single-family residences will be assisted with one system failure per calendar year such as a roof, sewer, water, or gas line and ADA accessibilities for restroom and handicap ramp.
- **Neighborhood Revitalization Program-\$150,000** to revitalize the 15 LMI neighborhoods by wrapping income qualified clients homes in Smart Board and paint with colors selected by homeowner. NS will focus on LMI neighborhoods in order to redevelop those neighborhoods long neglected.
- **Condemnation & Demolition- \$100,000** will assist in the demo of a substandard commercial building or single-family residence to eliminate Spot Slum Blight in the 15 LMI Neighborhoods.



# TOTAL CDBG Projects

- **Salvation Army - \$50,000** will fund the repair to the flooring in the lobby, dinning room, both men and women's dorm rooms, and the gym.
- **Abilene Hope Haven - \$13,779** funding will replace facility's kitchen appliances stoves, refrigerators, and freezers.
- **Infill Development - \$123,262** funding will assist the redevelopment of Targeted areas within the city.



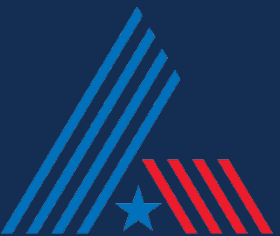
# What is HOME Investment Partnership Grant (HOME)

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

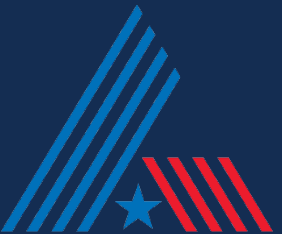


# HOME Expenditures

- **HOME Administration-** \$51,525 to provide program delivery of each HOME assisted projects.
- **Single-Family Rehabilitation/Recon Program-** \$363,649 on average between \$57,000 - \$66,000 for each rehab will fund owner occupied residences ensuring the entire home brought up to meet local codes such as roof, electrical, plumbing, gas and sewer lines.
- **First-Time Homebuyer Program-**\$30,000 to provide approximately up to \$5,000 in down payments and closing costs for 6 buyers within the City of Abilene.
- **Community Housing Development Organization (CHDO)-**\$75,038 will be provided to Habitat for Humanity to aid in construction of 2 to 3 new single-family homes within the City of Abilene.



# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO:** Robert Hanna, City Manager

**FROM:** Tim Littlejohn, Director of Planning & Development Services

**SUBJECT:** 7. Resolution: Receive a Report, Hold a Discussion and Take action on Approving the Purchase of New Furniture for Phase One of the First Floor Remodel (Tim Littlejohn)

---

**GENERAL INFORMATION**

Receive a Report, Hold a Discussion and Take action on approving the purchase of new furniture for phase one of the first floor remodel

**SPECIAL CONSIDERATIONS**

City Staff conducted a search for quotes through TIPS (The Interlocal Purchasing System) for all furniture items.

**FUNDING/FISCAL IMPACT**

Reserved funds within the Minor Improvement Program Fund (MIP)

**STAFF RECOMMENDATION**

Approval

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1. 2022 RESOLUTION 1st phase furniture City Hall remodel
2. Furniture 1st phase quote
3. Presentation Furniture phase 1

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING THE PURCHASE OF FURNITURE FROM O'KELLEY OFFICE SUPPLY FOR THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT AND THE FIRST FLOOR REMODEL OF CITY HALL**

**WHEREAS**, the City of Abilene (City) is remodeling a large portion the first floor of City Hall; and

**WHEREAS**, furniture is needed for the remodeled Planning and Development Services department area; and

**WHEREAS**, the existing furniture is old and worn and in need or replacement; and

**WHEREAS**, the City Staff have conducted a search for quotes through TIPS (The Interlocal Purchasing System) for new furniture; and

**WHEREAS**, O'Kelley Office Supply had the most responsive proposal for furniture with a total cost, including shipping and installation, of \$79,630.36; and

**WHEREAS**, funds to purchase this furniture will come from the minor improvement fund reserved for this purchase; and

**WHEREAS**, this purchase will be for the first phase of three for this remodel project of the first floor city hall.

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

1. That the City Manager is authorized to purchase office furniture from O'Kelley Office Supply for the Planning and Development Services department first floor remodel of City Hall in the amount of \$79,630.36.
2. That this resolution takes effect immediately upon Council approval.

**ADOPTED this 28<sup>th</sup> Day of July 2022.**

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney



# O'KELLEY OFFICE SUPPLY

290 CYPRESS ST.  
ABILENE, TX. 79601  
325-673-6422  
[ofusa@okelleyos.com](mailto:ofusa@okelleyos.com)

| OM SEATING TIPS RFP 200301 |    |                                                                                                            |           |              |
|----------------------------|----|------------------------------------------------------------------------------------------------------------|-----------|--------------|
| 26                         | OM | GUEST CHAIR                                                                                                | \$ 250.12 | \$ 6,503.12  |
| 4                          | OM | TASK STOOLS                                                                                                | \$ 409.76 | \$ 1,639.04  |
| 16                         | OM | TASK CHAIRS                                                                                                | \$ 402.48 | \$ 6,439.68  |
| 24                         | OM | TASK CHAIR                                                                                                 | \$ 416.52 | \$ 9,996.48  |
|                            |    |                                                                                                            |           | \$ 24,578.32 |
| 1                          |    | CONSULTING, RECIEVING, ASSEMBLY, LOCAL<br>DELIVERY, INSTALLATION, PROJECT MANAGEMENT<br>AND DEBRIS REMOVAL |           | \$ 2,460.00  |
|                            |    | TOTAL OM SEATING                                                                                           |           | \$ 27,038.32 |

PROJECT TOTAL FOR PHASE I \$ 77,026.82

# O'KELLEY OFFICE SUPPLY

290 CYPRESS ST.  
ABILENE, TX. 79601  
325-673-6422  
[ofusa@okelleyos.com](mailto:ofusa@okelleyos.com)

07/21/2022

CITY OF ABILENE 1<sup>ST</sup> FLOOR PHASE 1 WAITING AREA

| OM SEATING TIPS RFP 200301 |    |                                                                                                |             |             |
|----------------------------|----|------------------------------------------------------------------------------------------------|-------------|-------------|
| 4                          | OM | GUEST WAITING<br>SEATING WITH ARMS<br>STANDARD SEAT                                            | \$ 332.32   | \$ 1,329.28 |
| 1                          | OM | GUEST WAITING<br>SEATING WITH ARMS<br>30" WIDE SEAT                                            | \$ 1,037.26 | \$ 1,037.26 |
|                            |    |                                                                                                |             | \$ 2,366.54 |
| 1                          |    | RECEIVING, ASSEMBLY, LOCAL DELIVERY,<br>INSTALLATION, PROJECT MANAGEMENT AND<br>DEBRIS REMOVAL |             | \$ 237.00   |
|                            |    | TOTAL                                                                                          |             | \$ 2,603.54 |

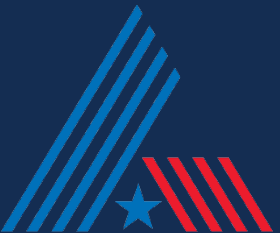
# City Council Meeting

07/28/2022

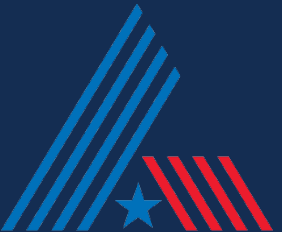


# Resolution

- Furniture need for City Hall first floor remodel project (first phase)
- Furniture pricing is through our Interlocal Purchasing System
- Staff received one response from O'Kelley's
- Second and third phase will come to council at a later date to secure pricing in order to avoid known increases
- Furniture has been extensively searched and reviewed by staff in order to find the best pricing and quality
- Staff recommends approval of this request



# QUESTIONS?





**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO: Robert Hanna, City Manager**

**FROM: Lesli Andrews, Director**

**SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approval for the City Manager to enter into a contract with Bontke Brothers Construction, Inc. for the replacement and repair of bridges at Maxwell Municipal Golf Course (Lesli Andrews)**

---

**GENERAL INFORMATION**

The City of Abilene completed Phase 1 bridge repair for Maxwell Golf Course in December 2020. The Phase 1 bridges are located on Buttonwillow Creek at 12 and 15 tees. The City of Abilene is needing to replace two bridges at Maxwell Golf Course that cross Cedar Creek. One is located at #8 Green and one at #9 Green.

We released two options for bid. The first option was to replace the current low water crossing with a concrete low water crossing. The second option was to replace the current low water crossing with a high water bridge crossing. Public Works staff, Parks and Recreation staff, Clint Rosenbamm Engineering, and Maxwell management all preferred the high water bridge crossing option, but were not sure if it was affordable. The bridge crossing option leaves Cedar Creek unobstructed, therefore allowing the water to continue to flow down the creek freely. There have been issues in the past with water backing up onto the course during high water events. A bridge crossing would alleviate this problem.

#10 Green, #10 Tee, and #13 Green crossings are in need of guardrail repair for safety.

After review of both options by staff and administration, option 2 was selected. Bontke Brothers Construction, Inc. was the low bid for option 2.

**SPECIAL CONSIDERATIONS**

### **FUNDING/FISCAL IMPACT**

Funding for the \$201,000 will come from the Minor Improvement Fund.

### **STAFF RECOMMENDATION**

Staff recommends approval for the City Manager to enter into a contract with Bontke Brothers Construction, Inc. for the replacement and repair of bridges at Maxwell Municipal Golf Course.

### **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

1. Resolution Bontke Repairs Maxwell Golf Course
2. Maxwell Phase 2 bridges 7282022
3. CB2250 TABSHEET
4. Presentation Bontke Maxwell Repairs

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BONTKE  
BROTHERS CONSTRUCTION, INC. FOR THE REPAIRS AT MAXWELL GOLF COURSE**

**WHEREAS**, the City of Abilene would like to make repairs or replacement of bridges and guardrails at Maxwell Golf Course

**WHEREAS**, the City seeks to contract with Bontke Brothers Construction, Inc.; and

**WHEREAS**, the funding for the project will come from the Minor Improvement Fund;  
and

**WHEREAS**, Bontke Brothers Construction, Inc. will receive compensation in the amount of \$201,000.00:

**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 Bontke Brothers Construction, Inc. for the repairs or replacement of bridges and guardrails at Maxwell Golf Course for an amount of \$201,000.00.

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

**ADOPTED this 28th day of July 2022.**

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney





## **CONTRACT**

This contract, dated the 28th day of July, 2022, is between the City of Abilene (“City”), a home rule municipal corporation of the State of Texas and Bontke Brothers Construction (“Contractor”), a Company organized under the laws of the State of Texas.

### **I. TERMS**

In consideration of \$201,000, the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

After the CONTRACTOR has fully performed the terms of this AGREEMENT and the CITY’S agent is satisfied that the work has been completed with the terms of this Agreement, the CITY’S agent shall pay the contractor in one lump sum the money specified.

The CITY reserves the right to prorate or to withhold payment from the CONTRACTOR if the CITY’S agent determines that the CONTRACTOR fails to fully perform the work in accordance with the terms of this Agreement, in which case the CONTRACTOR shall bear all costs, including the cost of hiring someone else, due to the CONTRACTOR’S neglect, delay, or refusal to fulfill the terms of this Agreement.

The CITY reserves the right to have its agent inspect the premises to determine whether or not the CONTRACTOR has fully complied with the terms of this Agreement.

### **II. PAYMENT**

Payment shall be made under the terms of Attachment B, which is incorporated by reference, according to all its provisions.

### **III. DURATION**

Contractor must complete all required work within 50 calendar days after the effective date of this Contract.

### **IV. ASSIGNMENT**

Contractor may not assign any interest under this contract without the City's prior written consent. All of the terms and provisions of this Contract are binding on Contractors successors and assigns and may be enforced by the City against such successors and assigns.

## **V. STATUS OF CONTRACTOR**

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

## **VI. AMENDMENT OR MODIFICATION**

This contract, including any attachments, constitutes the parties' entire agreement. This agreement may not be modified or replaced except by another signed written agreement.

## **VII. 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.**

## **VIII. INSURANCE**

### **A. GENERAL REQUIREMENTS**

The Contractor agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Contractor is solely responsible for providing the

required certificates of insurance. The City may terminate this agreement if the Contractor fails to timely comply with the insurance requirements.

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

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

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

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

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

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

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

#### **B. ADDITIONAL REQUIREMENTS**

The required liability insurances and their certificates 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 AMOUNTS OF INSURANCE**

The following insurance is required under this contract:

| <u>Type</u>                | <u>Amount</u>            |
|----------------------------|--------------------------|
| X 1. Workers' Compensation | Statutory                |
| Employer's Liability       | \$100,000 per occurrence |

- |                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <p>X 2. Commercial (Public) Liability including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Premises/Operations</li> <li>• Independent Contractors</li> <li>• Products/Completed Operations</li> <li>• Contractual Liability</li> </ul> <p>(insuring above indemnity) and where the exposures exist</p> <ul style="list-style-type: none"> <li>• Explosion Collapse and Underground</li> </ul> | <p>\$500,000 combined single limit for bodily injury and property damage (per occurrence)</p> |
| <p>X 3. Business Automobile Liability to include coverage for:</p> <ul style="list-style-type: none"> <li>• Owned/Leased Autos</li> <li>• Non-Owned Autos</li> <li>• Hired Cars</li> </ul>                                                                                                                                                                                                                           | <p>\$500,000 combined single limit for bodily injury and property damage (per occurrence)</p> |
| <p>___ 4. Professional Liability</p>                                                                                                                                                                                                                                                                                                                                                                                 | <p>\$500,000 combined single limit (per occurrence)</p>                                       |
| <p>___ 5. See Addendum for Special Coverages and/or revisions</p>                                                                                                                                                                                                                                                                                                                                                    |                                                                                               |
| <p>___ 6. No Insurance Required</p>                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                               |

## **IX. 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.

## **X. 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.

## **XI. 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 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.

## **XII. EQUAL EMPLOYMENT OPPORTUNITY**

It is the City's policy 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 bona fide 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.

## **XIII. 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.

## **XIV. 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 Contractor. The Contractor must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Contractor is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the project, tangible personal property purchased for use in the performance of this contract and not completely consumed, or other taxable services used to perform this contract, or other taxes required by law in connection with this contract.

## **XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES**

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

## **XVI. PAYMENT AND PERFORMANCE BONDS**

If the value of this Bid is below \$50,000, Performance and Payment Bonds are not required; however, the City will not pay the Contractor until the work is accepted and the Contractor furnishes an acceptable Release of Lien and Affidavit of Bills Paid to the City.

If the value of this Bid exceeds \$50,000, the Contractor must also furnish a payment bond. If the value of this Bid exceeds \$100,000, the Contractor must furnish a performance bond when the Contract is executed and delivered to the City. The Bonds, for the full amount of the contract, must be executed by a corporate surety company authorized to do business in the State of Texas and acceptable to the City. Bonds for projects using federal dollars must be underwritten by a surety name in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

The City may require additional security if the initial surety becomes insolvent, bankrupt, or otherwise financially unable to protect the City under the terms of the contract. The City's requiring new or additional security relieves neither the original surety nor the Contractor of their obligations under the contract. City may, without incurring any liability, stop work under the contract until Contractor furnishes additional security.

## **XVII. SEVERABILITY AND WAIVER**

The partial or complete invalidity of one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

## **XVII. NOTICES**

Any notices or other communications required or permitted under this agreement are sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to City at:

ATTN: Lesli Andrews, Director of Parks and Recreation  
P.O. Box 60  
Abilene, Texas 79604-0060

or to Contractor at:

ATTN: Brent Partain, Bontke Brothers Construction  
102 College Drive, PO Box 2896  
Abilene, Texas 79604

or to such other address furnished in writing by any party to the others. Notice will be deemed given as of the date so delivered or on the date of deposit in the United States mail, as the case may be.

## **XVII. 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 and the same instrument.

## **XVIII. 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.

## **XIX. 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.

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

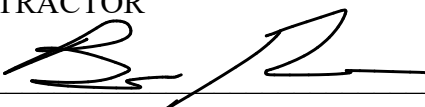


IN WITNESS HEREOF, the parties hereto have executed this contract effective as of the date written above:

CITY OF ABILENE

CONTRACTOR

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Robert Hanna

Name: Brent Partain

Title: City Manager

Title: Project Manager

Click or tap here to enter text.

Click or tap here to enter text.

ATTEST:

\_\_\_\_\_  
City Secretary

Federal Tax ID#: 75-1331325

APPROVED:

By: \_\_\_\_\_

City Attorney

Corporate Seal if applicable

## **ATTACHMENT A**

### **Scope of Work**

Maxwell Golf Course is in need of bridge replacement on #8 Green and #9 Green. Also Guardrail repair at #10 Green, #10 Tee, ad #13 Green. See drawing for details.

**ATTACHMENT B**  
**PAYMENT SCHEDULE**

**OPTION 1** \_\_\_\_

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

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

**OPTION 2** \_\_X\_\_

Payment is in a lump sum amount of \$201,000 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 Contractor shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

## ATTACHMENT C

### STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

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

(End of Document)

|                                                                                             |  |                                       |
|---------------------------------------------------------------------------------------------|--|---------------------------------------|
| <p align="center"><b>CITY OF ABILENE<br/>PURCHASING DIVISION<br/>TABULATION OF BIDS</b></p> |  | <p align="center">PAGE<br/>1 OF 1</p> |
|---------------------------------------------------------------------------------------------|--|---------------------------------------|

PAGE  
1 OF 1

**DEPARTMENT:** PARKS & REC  
**BID NO.:** CB-2250  
**TIME OF OPENING:** 2:00 P.M.  
**DATE OF OPENING:** JULY 7, 2022

JUSTICE CONSTRUCTION  
ABILENE, TX

BRONTKE BROTHERS  
ABILENE, TX

[illegible]

\*NOTES: INDICATES RECOMMENDED AWARD

# Enter Into Contract with Bontke Brothers for Repairs at Maxwell Municipal Golf Course





# Request to Enter Into Contract With Bontke Brothers Construction

- Replacement of two bridges
  - Bridge located at #8 green
  - Bridge located at #9 green
- Repair of guardrail
  - Guardrail at #10 green
  - Guardrail at #10 tee box
  - Guardrail at #13 green
- Funds to be used:
  - \$201,000 Minor Improvement Fund





**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO: Don Green, Director**

**FROM: Michelle Hurick, Office Manager, CityLink**

**SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action to Award a Contract to The Goodman Corporation for Architectural/Engineering Services for a New Multimodal Transit Facility (*Don Green*)**

---

**GENERAL INFORMATION**

The City of Abilene was awarded a grant by TXDOT in the amount of \$550,000 for Architectural and Engineering services for a new multimodal transit facility. This grant is funded at 100% by TXDOT and does not require any local matching funds.

A Request for Qualifications (CB-2219) was issued January 9, 2022 for the advanced planning scope of this project, which will lead to the development of a conceptual design, assist with site selection, a benefit cost analysis, an environmental study to obtain a categorical exclusion study and any other federally required documentation. The preliminary engineering scope of this project will include site and building layout, building elevations, preliminary cost estimate and assistance with grant applications for construction. We received responses to the RFQ from Jacob & Martin and The Goodman Corporation.

After reviewing the responses, a determination was made to pursue negotiations with The Goodman Corporation. The Goodman Corporation has significant experience in this area of work and performed a multimodal terminal feasibility report for the MPO and the City in 2003. The result of negotiations has resulted in an agreed upon Scope of Work for Advanced Planning and Preliminary Engineering work. Staff recommends the award of a contract to The Goodman Corporation in the amount of \$500,000 to complete this agreed Scope of Work for a new Multimodal Transit Facility. This includes assistance with the site selection (including staying at the current location) and conceptual design of a new terminal facility. This contract does not include construction design services.

## **SPECIAL CONSIDERATIONS**

## **FUNDING/FISCAL IMPACT**

Funding is being supplied by TXDOT in the amount up to \$550,000 through the TX-2020-041 Planning grant/ PLN-2020-Abilene\*-00030. There is no local match requirement with these funds as TXDOT is funding at 100% with Transportation Development Credits (110,000) as match. No City funding is needed.

## **STAFF RECOMMENDATION**

Staff recommends approval.

## **BOARD OR COMMISSION RECOMMENDATION**

## **ATTACHMENTS:**

1. Goodman Corporation Contract Resolution 7-28-22
2. Goodman Corp Facility Conceptual Design Contract Presentation (7-28-22)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
APPROVING A CONTRACT FOR ARCHITECTURAL/ENGINEERING SERVICES TO THE  
GOODMAN CORPORATION FOR THE NEW MULTIMODAL TRANSIT FACILITY**

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

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

**WHEREAS**, CityLink has a need for a new multimodal transit facility; and

**WHEREAS**, CityLink has determined the most qualified firm being The Goodman Corporation through the release of a Request for Statements of Qualifications (CB-2219); and

**WHEREAS**, CityLink has funding from the Texas Department of Transportation (TXDOT) grant PLN-2020-Abilene\*-00030 for \$550,000 for the design services for a new multimodal facility.

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

- Part 1. That the City Manager is authorized to approve the contract with The Goodman Corporation for a total cost of \$500,000.00.
- Part 2. That this resolution is effective immediately.

**ADOPTED this 28th day of July 2022**

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney

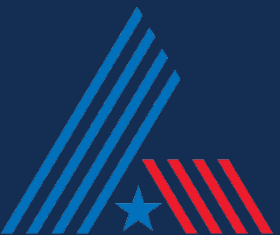
# City Council Meeting

July 28, 2022

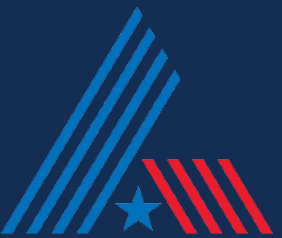


# Award of Multimodal Transit Facility Design to The Goodman Corporation

- CityLink Transit is recommending the award of an architectural/engineering contract to The Goodman Corporation to provide advanced planning and preliminary engineering work for a new CityLink Multimodal Transit Facility.
- The advanced planning scope of this project will lead to the development of a conceptual design, assist with site selection, benefit cost analysis, categorical exclusion and any other federally required documentation.
- The preliminary engineering scope of this project will include site/building layout, building elevations, preliminary cost estimate and assistance with grant applications for construction.
- Funding for this planning project comes from a TxDOT grant. There is no cost to the City.



# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO: Honorable Mayor Williams and Members of the City Council**

**FROM: Robert Hanna, City Manager**

**SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter into a Memorandum of Understanding between All Kind Animal Initiative and the City of Abilene for the Development of a Pet Adoption and Resource Center on City Property (*Robert Hanna*)**

---

**GENERAL INFORMATION**

The City Manager is asking the City Council to authorize him to execute a Memorandum of Understanding (MOU) with All Kind Animal Initiative (AKAI) for the development of a Pet Reasource and Adoption Center on City owned land located at 610 ES 11th Street. This MOU is similarly structured to other MOU's the City has used for similar public/private partnerships. It commits the City to funding \$4,000,000 and providing water and sewer connections for the facility. In return, AKAI must raise an additional \$5,500,000 within 36 months and construct a facility that will be used as the City's new Pet Adoption and Resource Center, or PARC. The PARC will replace the City's existing Animal Shelter. The specific parameters of the facility to be constructed and the terms associated with the use of the facility and City property will be contained in the lease agreement and management agreement. These agreements will come before the City Council at the appropriate time for consideration and approval. The action requested today is only to approve the MOU and authorize the City Manager to sign it on behalf of the City of Abilene. This agreement is an important milestone in the development of our new PARC.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**



The City's funding for this MOU is included in the Revised FY 2022 Budget / FY 2023 Budget and is sourced from the Minor Improvement Fund.

**STAFF RECOMMENDATION**

Staff recommends approval.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1. 2022 Resolution Authorizing Agreement with All Kind Animal Initiative animal shelter
2. MOU - All Kind - JULY 8, 2022
3. ES 11th Property
4. All Kind Animal Initiative MOA slide

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN  
MEMORANDUM OF AGREEMENT WITH THE ALL KIND ANIMAL INITIATIVE  
FOR THE DEVELOPMENT AND MANAGEMENT OF A PET ADOPTION AND  
RESOURCE CENTER AT 610 ES 11<sup>TH</sup> STREET.**

**WHEREAS**, All Kind Animal Initiative is a non-profit organization that seeks to improve animal welfare in the city of Abilene by building a new animal shelter facility, decreasing homeless pet overpopulation through accessible spay/neuter programs, increasing pet retention through expanded foster programming and adoption events, and offering greater education and resources through community outreach; and

**WHEREAS**, All Kind Animal Initiative desires to build a state-of-the-art pet adoption and resource center facility (PARC) in the City of Abilene; and

**WHEREAS**, the City Council also seeks to build a new animal shelter facility; and

**WHEREAS**, All Kind Animal Initiative and the City of Abilene have already successfully partnered in value engineering the design of a new animal shelter and adoption center; and

**WHEREAS**, within 36 months All Kind Animal Initiative intends to raise private funds in the amount of \$5,500,000 towards the construction of the pet adoption and resource center facility; and

**WHEREAS**, the City of Abilene shall, upon All Kind Animal Initiative successfully completing its fundraising campaign, provide additional funding in the amount of \$4,000,000 towards the construction of the pet adoption and resource center facility, and provide water and sewer connections for the facility, via a separate development agreement; and

**WHEREAS**, All Kind Animal Initiative desires to lease from the City of Abilene certain land located at 610 ES 11<sup>th</sup> Street; and

**WHEREAS**, the City of Abilene agrees to lease to All Kind Animal Initiative, by a separate lease agreement, certain land located at 610 ES 11<sup>th</sup> Street upon All Kind Animal Initiative successfully completing its fundraising campaign; and

**WHEREAS**, All Kind Animal Initiative shall construct and operate the pet adoption and resource center facility for the benefit of the City, and that such operation of the facility shall be governed by the Memorandum of Agreement, the Lease Agreement, and a Management Agreement; and

**WHEREAS**, in the event that All Kind Animal Initiative ceases to operate the pet adoption and resource center facility, the facility shall revert to the ownership of the City of Abilene; and

**WHEREAS**, the City Council finds that it is in the best interest of the City of Abilene and its citizens and serves a public purpose to enter into a partnership agreement with All Kind Animal Initiative.

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

Part 1: The City Manager is hereby authorized to negotiate and execute a memorandum of agreement with All Kind Animal Initiative, that upon All Kind Animal Initiative's successful completion of its fundraising campaign, the City of Abilene shall lease real property located at 610 ES 11<sup>th</sup> Street for the purpose of constructing a pet adoption and resource center facility, shall provide funding in the sum of \$4,000,000 towards the construction of the pet adoption and resource center facility, and shall provide water and sewer connections for the benefit of the facility.

Part 2: The City Manager is hereby authorized to negotiate and execute a management agreement with All Kind Animal Initiative for the management and operation of the pet adoption and resource center facility for the benefit of the citizens of Abilene.

Part 3. That this Resolution takes effect immediately upon its adoption.

**ADOPTED this 28<sup>th</sup> day of July, 2022.**

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney

## **MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ABILENE AND ALL KIND ANIMAL INITIATIVE FOR THE LEASE OF REAL PROPERTY AND CONSTRUCTION OF AN ANIMAL SHELTER AND ADOPTION CENTER**

**WHEREAS**, the City of Abilene, Texas (“City”) is a municipal corporation which owns real property, and desires to lease assigned acreage of said real property (“Premises”), as described in Attachment A (“site plan”) to All Kind Animal Initiative (“AKAI”), a not for profit corporation, for the purposes stated herein; and

**WHEREAS**, AKAI has successfully partnered and assisted the City in value engineering the design of a new animal shelter and adoption center; and

**WHEREAS**, AKAI now desires to finance and construct the new animal shelter and adoption center (“Facility”) on the Premises; and

**WHEREAS**, the City Council has determined that public purpose exists in leasing the premises to AKAI for the purpose of financing, constructing, and operating the Facility; and

**WHEREAS**, AKAI will be responsible for the management and operation of the Facility and the City of Abilene shall be responsible for the maintenance and upkeep of the facility, the details of such arrangement to be more fully identified in a separate lease agreement in addition to this MOU.

**NOW THEREFORE**, it is hereby agreed between the City of Abilene and All Kind Animal Initiative that:

1. The City shall lease the Premises to AKAI upon terms agreed upon between the City and AKAI. Such terms shall include a ground lease of the Premises to AKAI for the nominal rent of \$1 per year, and shall be subject to renewable terms thereafter.
2. AKAI shall construct and operate for the benefit of the City, the Facility on the leased Premises. Such Facility shall be operated by AKAI in accordance with this Memorandum of Agreement (“MOA”), the Lease Agreement (“lease”) and the operating principals and mission statement of AKAI. At any point during the term of the lease, should AKAI or successor entity cease to operate the Facility according to this MOA or the terms of the lease, or the terms of the management agreement then at that time, ownership and control of the Facility to be constructed hereunder shall revert to the City. In the event the City determines to operate the Facility after reversion, as allowed by law, the City agrees to honor any then existing Facility sponsorship or naming agreements that may exist. In the event the City and AKAI have entered into a management agreement before the completion of the construction of the Facility, the City and AKAI may mutually agree to continue the management agreement in the event AKAI fails to construct the Facility per the timeline set forth in Item 4 below.

3. The design and construction plans for the Facility will be reviewed and approved by the City, such approval being at the reasonable discretion of the City in consultation with AKAI.
4. The City of Abilene, subject to current or future City Council approval of the appropriate funding source or appropriate funding mechanism, will contribute an amount not to exceed Four Million Dollars and No Cents (\$4,000,000.00) and water and sewer utility connections ("City's Contribution") to the construction of the approved Facility, such contribution being in the form of cash, or in-kind services, or any combination thereof as determined by the City in its sole discretion. The City shall have no obligation to make the City's Contribution to the Facility if AKAI fails to successfully secure the remaining Five Million Five Hundred Thousand Dollars and No Cents (\$5,500,000.00) for the construction of the Facility within thirty-six (36) months of the date of this Agreement. In the event that the AKAI fails to secure the remaining funding within thirty-six (36) months of the date of this Agreement, this Agreement shall terminate automatically.
5. AKAI will indemnify and hold harmless the City of Abilene, its officers, agents, and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to person (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other reasonable costs arising out of or resulting from AKAI activities conducted in connection with or incidental to this Agreement and from any liability arising out of or resulting from the intentional acts or negligence, including all causes of action based upon common, constitutional, or statutory law, or based in part thereon, of AKAI, including but not limited to, its officers, agents, employees, contractors, licensees, invitees, or other persons. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of City or its officers, agents, or subcontractors. IN THE EVENT AKAI AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
6. AKAI will at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, contractors, invitees, and other person as well as their property, while in the vicinity of its activities at the Facility and Premises. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of AKAI, including but not limited to its officers, agents, members, participants, invitees, and other persons.
7. AKAI will provide a builder's warrant to the City with a term of not less than one year.

8. This MOA is unique to the purposes and goals of the AKAI and may not be assigned without the express written consent of the City.

**CITY OF ABILENE, TEXAS**

**ALL KIND ANIMAL INITIATIVE**

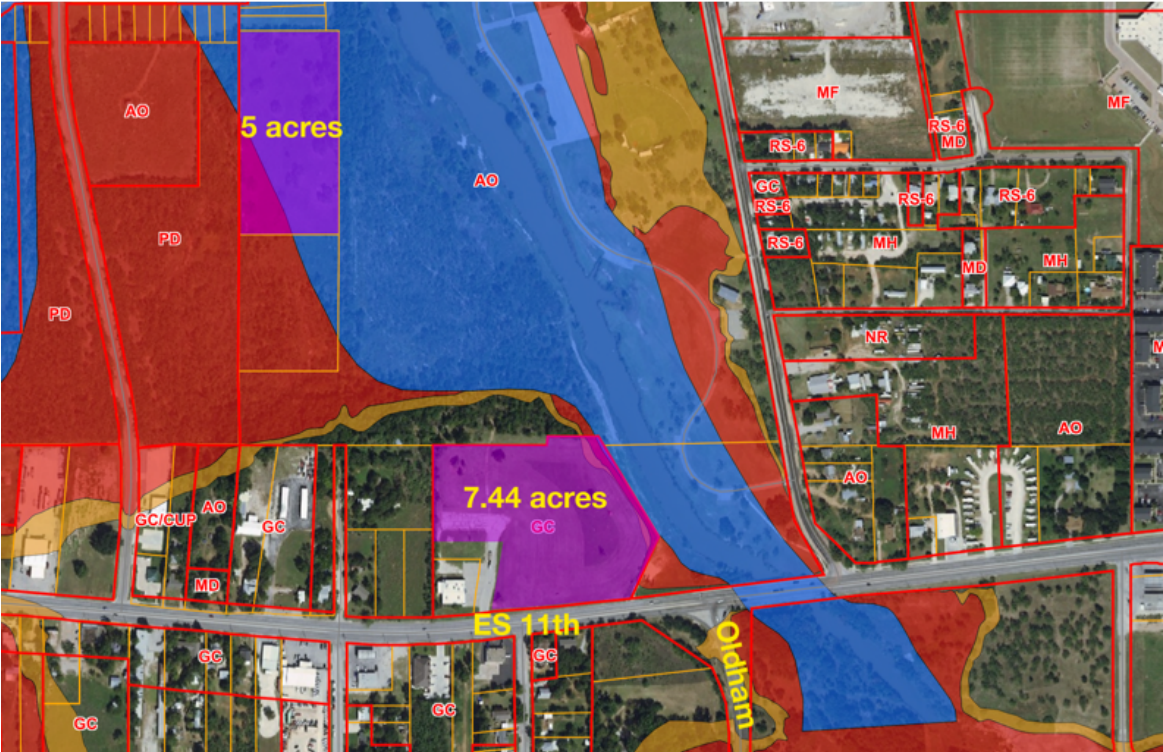
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City Manager

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Chair Person

610 ES 11<sup>th</sup>



# MEMORANDUM OF AGREEMENT WITH ALL KIND ANIMAL INITIATIVE FOR PET ADOPTION AND RESOURCE CENTER

July 28, 2022







## City Council Agenda Memo

City Council Meeting Date: 7/28/2022

**TO:** Robert Hanna, City Manager

**FROM:** Rodney Taylor, Director

**SUBJECT:** 11. Resolution: Receive a Report, Hold a Discussion and Take Action on authorizing a contract for the Cleaning and Inspection of the West Sewer Interceptor (*Rodney Taylor*)

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### **GENERAL INFORMATION**

Water Utilities staff recommends that the Abilene City Council authorize a contract with Ace Pipe Cleaning Inc. (Ace) for the Cleaning and Inspection of the West Sewer Interceptor Project. Ace is able to offer the cleaning and CCTV inspection services through Purchasing Cooperative of America (PCA OD-307-20) at contract pricing in compliance with Texas Local Government Code Chapter 271. The total price for the cleaning and inspection services is \$159,275.51.

### **SPECIAL CONSIDERATIONS**

The project is for the cleaning and CCTV inspection of approximately 15,198 linear feet of the west sewer interceptor. The project includes both 21inch and 24inch diameter vitrified clay sewer pipe. The contractor will clean and remove built-up sediment and debris to restore capacity. The interceptor serves far west Abilene, including Dyess AFB and the Five Points Business Park. After cleaning, the pipe will be inspected utilizing CCTV equipment in order to assess the condition of the pipe and to identify possible infiltration. The interceptor is long overdue for cleaning and inspection. It is important to maximize the capacity of the existing infrastructure in order to adequately serve existing business and potentially take on new businesses in west Abilene.

### **FUNDING/FISCAL IMPACT**

The project will be funded using funds of the FY22 Annual Operating Budget of the Water Utilities Department.

### **STAFF RECOMMENDATION**

Staff recommends that the Abilene City Council authorize the contract with Ace Pipe Cleaning, Inc. through Purchasing Cooperative of America for the Cleaning and Inspection of the West Sewer Interceptor Project in the amount of \$159,275.51.

### **BOARD OR COMMISSION RECOMMENDATION**

### **ATTACHMENTS:**

1. WrittenResolution-Authorize contract with Ace Pipe Cleaning-Clean and Inspect West Interceptor-PCA-7-28-2022
2. Contract-Ace Pipe Cleaning-Clean and Inspect West Interceptor-7-28-2022
3. Presentation-Authorize Contract-Ace Pipe Cleaning-Clean and Inspect West Sewer Interceptor-PCA-7-28-2022

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A CONTRACT WITH ACE PIPE CLEANING, INC. THROUGH PURCHASING COOPERATIVE OF AMERICA FOR THE CLEANING AND INSPECTION OF THE WEST SEWER INTERCEPTOR PROJECT.**

**WHEREAS**, the City of Abilene owns and operates a permitted publicly owned treatment works that includes the Hamby Water Reclamation Facility and the wastewater collection system; and

**WHEREAS**, City staff developed and implemented a large sewer main cleaning and inspection program, which is a provision of the Sanitary Sewer Overflow Initiative Agreement with the Texas Commission on Environmental Quality, and several sewer mains have been identified and prioritized for cleaning and inspection; and

**WHEREAS**, cleaning and inspecting the west sewer interceptor is of high priority in order to maximize the capacity of the piping to accommodate current and potential future customer discharges, and to assess the condition of the piping for prioritizing future improvements; and

**WHEREAS**, it was determined that the City could obtain the cleaning and inspection services through Purchasing Cooperative of America (PCA) at contract pricing in compliance with Texas Local Government Code Chapter 271, and said pricing is a good value for the City; and

**WHEREAS**, City staff recommends the contract with Ace Pipe Cleaning, Inc. for the Cleaning and Inspection of the West Sewer Interceptor Project in the amount of \$159,275.51; and

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

That the Abilene City Council authorizes the City Manager to execute the contract with Ace Pipe Cleaning, Inc. for the West Sewer Interceptor Cleaning and Inspection Project in the amount of \$159,275.51.

**ADOPTED this 28th day of July, 2022.**

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

APPROVED:

\_\_\_\_\_  
Stanley E. Smith, City Attorney



## **CONTRACT**

This contract, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022, is between the City of Abilene ("City"), a home rule municipal corporation of the State of Texas and Ace Pipe Cleaning, Inc. ("Contractor"), a Corporation organized under the laws of the State of Missouri.

### **I. TERMS**

In consideration of \$159,275.51, the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

After the CONTRACTOR has fully performed the terms of this AGREEMENT and the CITY'S agent is satisfied that the work has been completed with the terms of this Agreement, the CITY'S agent shall pay the contractor in one lump sum the money specified.

The CITY reserves the right to prorate or to withhold payment from the CONTRACTOR if the CITY'S agent determines that the CONTRACTOR fails to fully perform the work in accordance with the terms of this Agreement, in which case the CONTRACTOR shall bear all costs, including the cost of hiring someone else, due to the CONTRACTOR'S neglect, delay, or refusal to fulfill the terms of this Agreement.

The CITY reserves the right to have its agent inspect the premises to determine whether or not the CONTRACTOR has fully complied with the terms of this Agreement.

### **II. PAYMENT**

Payment shall be made under the terms of Attachment B, which is incorporated by reference, according to all its provisions.

### **III. DURATION**

Contractor must complete all required work within 45 calendar days after the effective date of this Contract.

### **IV. ASSIGNMENT**

Contractor may not assign any interest under this contract without the City's prior written consent. All of the terms and provisions of this Contract are binding on Contractors successors and assigns and may be enforced by the City against such successors and assigns.

## **V. STATUS OF CONTRACTOR**

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

## **VI. AMENDMENT OR MODIFICATION**

This contract, including any attachments, constitutes the parties' entire agreement. This agreement may not be modified or replaced except by another signed written agreement.

## **VII. 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.**

## **VIII. INSURANCE**

### **A. GENERAL REQUIREMENTS**

The Contractor agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The Contractor is solely responsible for providing the

required certificates of insurance. The City may terminate this agreement if the Contractor fails to timely comply with the insurance requirements.

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

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

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

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

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

#### B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates 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 AMOUNTS OF INSURANCE

The following insurance is required under this contract:

| <u>Type</u>                       | <u>Amount</u>            |
|-----------------------------------|--------------------------|
| <u>X</u> 1. Workers' Compensation | Statutory                |
| Employer's Liability              | \$100,000 per occurrence |

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| <p><input checked="" type="checkbox"/> <b>2. Commercial (Public) Liability</b><br/>including, but not limited to:</p> <ul style="list-style-type: none"><li>• Premises/Operations</li><li>• Independent Contractors</li><li>• Products/Completed Operations</li><li>• Contractual Liability</li></ul> <p>(insuring above indemnity)<br/>and where the exposures exist</p> <ul style="list-style-type: none"><li>• Explosion Collapse and Underground</li></ul> | <p>\$500,000 combined single<br/>limit for bodily injury<br/>and property damage<br/>(per occurrence)</p> |
| <p><input checked="" type="checkbox"/> <b>3. Business Automobile Liability</b><br/>to include coverage for:</p> <ul style="list-style-type: none"><li>• Owned/Leased Autos</li><li>• Non-Owned Autos</li><li>• Hired Cars</li></ul>                                                                                                                                                                                                                            | <p>\$500,000 combined single<br/>limit for bodily injury<br/>and property damage<br/>(per occurrence)</p> |
| <p><input type="checkbox"/> <b>4. Professional Liability</b></p>                                                                                                                                                                                                                                                                                                                                                                                               | <p>\$500,000 combined single limit<br/>(per occurrence)</p>                                               |
| <p><input type="checkbox"/> <b>5. See Addendum for Special<br/>Coverages and/or revisions</b></p>                                                                                                                                                                                                                                                                                                                                                              |                                                                                                           |
| <p><input type="checkbox"/> <b>6. No Insurance Required</b></p>                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                           |

## **IX. 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.

## **X. 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.

## **XI. 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 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.

## **XII. EQUAL EMPLOYMENT OPPORTUNITY**

It is the City's policy 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.

## **XIII. 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.

## **XIV. 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 Contractor. The Contractor must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. The Contractor is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the project, tangible personal property purchased for use in the performance of this contract and not completely consumed, or other taxable services used to perform this contract, or other taxes required by law in connection with this contract.

## **XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES**

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

#### **XVI. PAYMENT AND PERFORMANCE BONDS**

If the value of this Bid is below \$50,000, Performance and Payment Bonds are not required; however, the City will not pay the Contractor until the work is accepted and the Contractor furnishes an acceptable Release of Lien and Affidavit of Bills Paid to the City.

If the value of this Bid exceeds \$50,000, the Contractor must also furnish a payment bond. If the value of this Bid exceeds \$100,000, the Contractor must furnish a performance bond when the Contract is executed and delivered to the City. The Bonds, for the full amount of the contract, must be executed by a corporate surety company authorized to do business in the State of Texas and acceptable to the City. Bonds for projects using federal dollars must be underwritten by a surety name in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

The City may require additional security if the initial surety becomes insolvent, bankrupt, or otherwise financially unable to protect the City under the terms of the contract. The City's requiring new or additional security relieves neither the original surety nor the Contractor of their obligations under the contract. City may, without incurring any liability, stop work under the contract until Contractor furnishes additional security.

#### **XVII. SEVERABILITY AND WAIVER**

The partial or complete invalidity of one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

#### **XVIII. NOTICES**

Any notices or other communications required or permitted under this agreement are sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to City at:

ATTN: Rodney Taylor  
P.O. Box 60  
Abilene, Texas 79604-0060

or to Contractor at:

ATTN: Theresa Calvert – Vice President  
6601 Universal Avenue  
Kansas City, MO 64120

or to such other address furnished in writing by any party to the others. Notice will be deemed given as of the date so delivered or on the date of deposit in the United States mail, as the case may be.

## **XVII. 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 and the same instrument.

## **XVIII. 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.

## **XIX. 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.

*{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

CONTRACTOR

By: \_\_\_\_\_

By: Bruce Vantine

Name: Robert Hanna

Name: Bruce Vantine

Title: City Manager

Title: Secretary/Treasurer

ATTEST:

\_\_\_\_\_  
City Secretary

Federal Tax ID#: Click or tap here to enter text.  
44-0580656

APPROVED:

By: \_\_\_\_\_

City Attorney

Corporate Seal if applicable

## **ATTACHMENT A**

### **Scope of Work**

#### **2022 Sewer Clean and Inspection**

The Contractor shall provide all necessary equipment and personnel required to complete the cleaning, Televising and Inspection of approximately 15,200 linear feet of sanitary sewer main identified within the project area.

The Contractor shall also provide video documentation of the sewer mains, after they have been cleaned, to the City on portable USB drives as well as a written report of the inspection of each sewer main segment.

The City shall provide project site access, construction water and access to the Hamby Wastewater Treatment Facility to discharge dewatered debris removed from the sewer mains, to facilitate the completion of the project.

The project area is located on the Northwest side of Abilene, and consists of approximately 15,200 linear feet of cleaning, TV and inspection of sanitary sewer mains.

The project will begin at Manhole number 044-001 which is located on Lockheed Way, west of Wall Street. and end at Manhole number 039-001, which is located at the intersection of Vogel Avenue and North Danville Drive.

The 15,200 linear feet of cleaning, TV and inspection includes approximately 9,080 linear feet of 21 inch diameter sanitary sewer main and approximately 6,120 linear feet of 24 inch diameter sanitary sewer main. Additionally, approximately 3,000 linear feet of 21 inch diameter sanitary sewer main and approximately 2,020 linear feet of 24 inch diameter sanitary sewer main have been identified as needing additional heavy cleaning. This 3,000 linear feet and 2,020 linear feet, respectively, are included in the 15,200 linear feet to be cleaned, TV'ed and Inspected, and is also included in the cost of the project.

Proposal # 22-588 for Sewer Clean and Inspection provided by Ace Pipe Cleaning is incorporated into this contract and attached herein.



**ACE PIPE CLEANING**  
A Carylton Company

6601 Universal Avenue  
Kansas City, MO 64120  
p: (816) 241-2891  
f: (816) 241-5054  
office@acepipe.com

### CONTRACT PROPOSAL

Date: 5/23/22

City of Abilene  
Attention: Kevin Jaeger  
209 E Hwy 80, Abilene, TX 79601  
Phone: 325-437-4907, Email: [kevin.jaeger@abilenetx.gov](mailto:kevin.jaeger@abilenetx.gov)

Proposal #: 22-588

#### 1. PROJECT DESCRIPTION:

Abilene, TX – Sewer Clean and Inspect (Spring 2022) (PCA OD-307-20 Trenchless Rehabilitation & Related Items & Services)

#### 2. SCOPE OF WORK:

Ace Pipe Cleaning, Inc. ("APC") will provide the labor, equipment, material, and supplies for manhole rehabilitation on the Project in accordance with this Proposal (the "Work"), and will include the following:

APC will perform Cleaning and Inspection to approximately 15,198 LF of 21-inch to 24-inch VCP sewer at various locations in Abilene, TX per the Purchasing Cooperative of America Contract (PCA OD-307-20 Trenchless Rehabilitation & Related Items & Services).

#### 3. PRICING AND PAYMENT:

| DESCRIPTION                                                  | QTY  | UNIT | UNIT PRICE   | TOTAL         |
|--------------------------------------------------------------|------|------|--------------|---------------|
| CLEAN AND INSPECT 21 INCH VCP SANITARY SEWER (REMOTE ACCESS) | 9081 | LF   | \$ 7.42      | \$ 67,381.02  |
| CLEAN AND INSPECT 24 INCH VCP SANITARY SEWER (REMOTE ACCESS) | 6117 | LF   | \$ 7.42      | \$ 45,388.14  |
| HEAVY CLEAN 21 INCH VCP SANITARY SEWER (REMOTE ACCESS)       | 2997 | LF   | \$ 3.71      | \$ 11,118.87  |
| HEAVY CLEAN 24 INCH VCP SANITARY SEWER (REMOTE ACCESS)       | 2019 | LF   | \$ 3.71      | \$ 7,490.49   |
| MOBILIZATION                                                 | 1    | EA   | \$ 16,000.00 | \$ 16,000.00  |
| Bond Fee (1%)                                                | 1    | LS   | \$ 1,576.99  | \$ 1,576.99   |
| Fuel Surcharge                                               | 1    | EA   | \$ 10,320.00 | \$ 10,320.00  |
| TOTAL ESTIMATED PRICE                                        |      |      |              | \$ 159,275.51 |

Payment shall be due Net 30 days from APC's invoice date. Invoicing will reflect actual quantities achieved.

#### 4. SCHEDULE: To be determined upon acceptance of this Proposal.

#### 5. CLARIFICATIONS/ASSUMPTIONS; TERMS & CONDITIONS:

The Clarifications/Assumptions are part of this Proposal. APC's Terms and Conditions are attached and are incorporated into and part of this Proposal. Please review the Clarifications/Assumptions and APC's Terms and Conditions carefully. The pricing is based upon Customer's acceptance of APC's Clarifications/Assumptions and Terms and Conditions. This Proposal represents our complete offering. If there are any conflicts between Customer's requirements or plans and specifications and this Proposal, this Proposal shall govern.

**PREVAILING WAGE? YES    NO   x**  
If yes, please provide Wage Determination.

**TAX EXEMPT? YES    NO   x**  
If yes, please provide Tax Exemption Certificate.

|                                                                                             |                                          |
|---------------------------------------------------------------------------------------------|------------------------------------------|
| ACE PIPE CLEANING, INC.                                                                     | ACCEPTED by CUSTOMER:                    |
| Signed: <u>Craig Davidson</u> Date <u>5/23/22</u><br>Title: <u>Asst. Operations Manager</u> | Signed: _____ Date _____<br>Title: _____ |

## CLARIFICATIONS / ASSUMPTIONS

All pricing is conditioned upon the Clarifications/Assumptions listed below.

### 1. CLARIFICATIONS:

- a. Heavy Cleaning unit price is in addition to the regular cleaning price.
- b. If the Project is tax exempt, Customer shall provide APC the appropriate documentation.
- c. If payment of prevailing wages or submission of certified payroll reports is required, Owner shall provide a wage determination sheet and/or certified payroll instructions.
- d. The Proposal does not include external by-pass pumping or vacuum testing.
- e. Customer will obtain all necessary permits.
- f. Customer will provide any necessary traffic control.

### 2. ASSUMPTIONS:

- a. Customer will provide free access to the work site which will be adequate for APC's equipment (within 75-100 feet from the manhole). APC reserves the right to charge Customer if additional mobilizations are required if access is not available.
- b. Customer will provide water for cleaning.
- c. Customer will provide environmentally responsible dump site for debris removed.
- d. Pricing is subject to change 90 days from the date of the proposal.
- e. There are no hazardous materials present in the project area.
- f. Customer will provide the anticipated milestones for completion of this project and will ensure that APC gets the NTP in sufficient time to coordinate the completion of our scope of work.

**ATTACHMENT B**  
**PAYMENT SCHEDULE**

**OPTION 1 \_\_\_\_**

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

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

**OPTION 2 \_X\_**

Payment is in a lump sum amount of \$159,275.51 upon completion of the work and written acceptance by City's Project Representative.

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

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

**OPTION 3 \_\_\_\_**

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

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

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



## ATTACHMENT C

### STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

(End of Document)

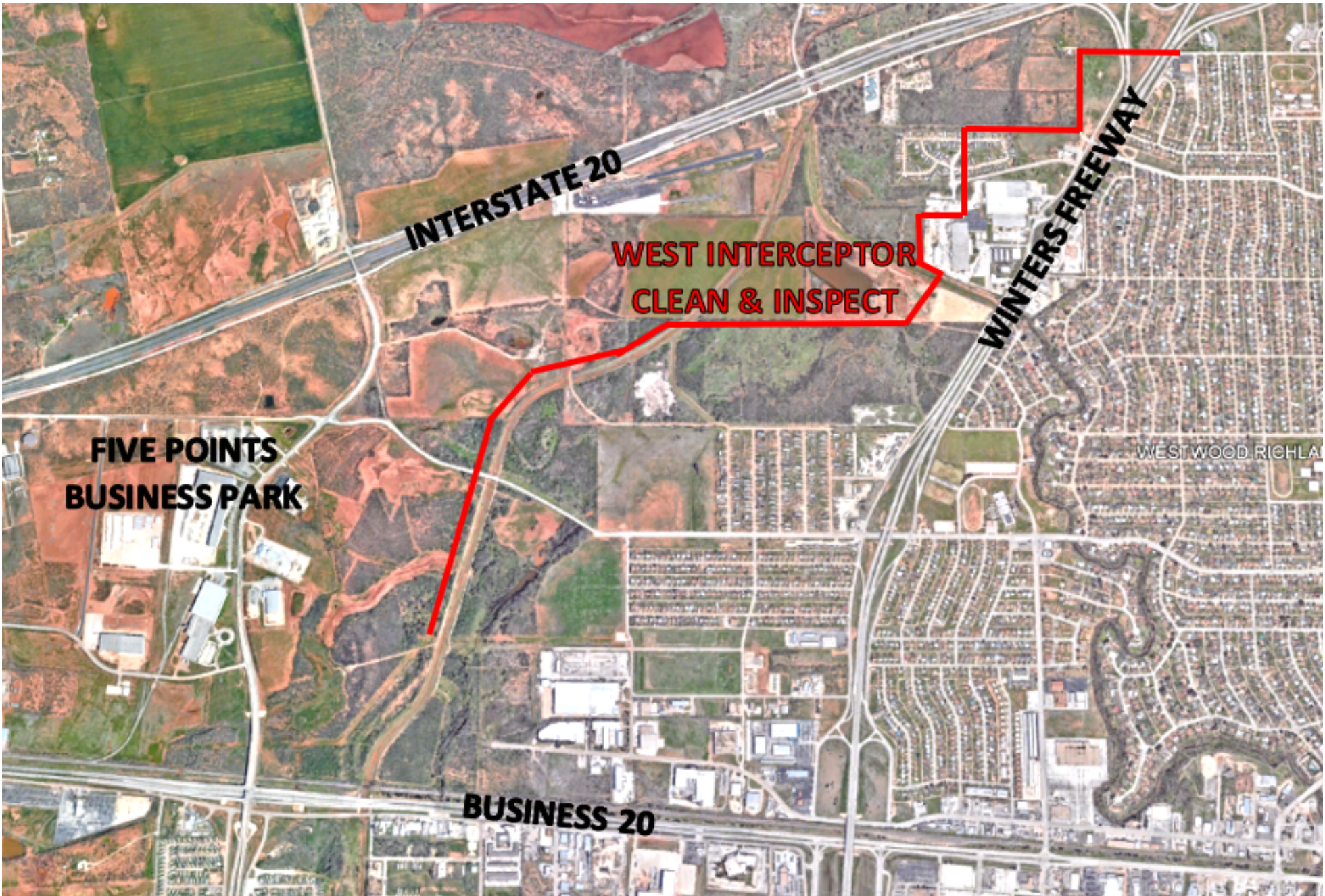
Authorize Contract with Ace Pipeline Cleaning, Inc. for the  
Cleaning and Inspection of the West Sewer Interceptor Project.



- Authorize contract with Ace Pipe Cleaning, Inc.
- Acquisition through Purchasing Cooperative of America at contract pricing for total cost of \$159,275.51.
- Project is for the cleaning and CCTV inspection of approximately 15,198 linear feet of 21inch and 24inch sewer main.
- The project will restore capacity to be available for current and future customers.
- The inspection will provide information on the condition of the piping material and installation for prioritizing future projects.
- The cleaning and inspection of large sewer mains satisfies a provision of the Sanitary Sewer Overflow Initiative Agreement with the Texas Commission on Environmental Quality.







Authorize Contract with Ace Pipeline Cleaning, Inc. for the  
Cleaning and Inspection of the West Sewer Interceptor  
Project.

Questions?







**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO: Robert Hanna, City Manager**

**FROM: Max Johnson, Director of Public Works**

**SUBJECT: 12. Resolution: Receive a Report, Hold a Discussion and Take Action Authorizing the City Manager to enter into an Advanced Funding Agreement with Texas Department of Transportation for the N 10th Street Highway Safety Improvement Program Project (Max Johnson)**

---

**GENERAL INFORMATION**

This contract is for an Advanced Funding Agreement (AFA) where in the City of Abilene will be entering an agreement with the Texas Department of Transportation (TxDOT) in order to participate in the currently approved Highway Safety Improvement Program (HSIP). This project installs curve warning signs on N 10th Street from Forrest Avenue to Kirkwood Street.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

Funding for this project is allocated through GO 2016 funds.

**STAFF RECOMMENDATION**

Staff recommends approval of this agreement which has an estimated cost to the City of Abilene of \$4,753.72, to be paid to TxDOT as an administration fee.

**BOARD OR COMMISSION RECOMMENDATION**



**ATTACHMENTS:**

1. N10TH HSIP resolution
2. 0908-33-102(North10thStCurves) - AFA (1)
3. PROJECT LOCATION MAP Model (1)
4. N10TH HSIP ppt

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF ABILENE TO PARTICIPATE WITHIN THE INSTALLATION OF CURVE WARNING SIGNS ON N 10<sup>TH</sup> ST THROUGH THE HIGHWAY SAFETY IMPROVEMENT PROGRAM ADMINISTERED BY THE TEXAS DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the Highway Safety Improvement Program (HSIP) is administered by the Texas Department of Transportation (the State) to achieve the goal of a significant reduction in fatalities and serious injuries on Texas roadways, including both onsystem and off-system roads.; and

**WHEREAS**, a project to install Curve Warning Signs on N 10<sup>th</sup> St is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116073. Dated August 31, 2021; and

**WHEREAS**, the usual fund participation ratio for projects on such program is 90 percent federal, 0 percent state and 10 percent Local Government. This safety project qualified for increased federal funding to 100 percent; and

**WHEREAS**, the estimated local match fund participation requirement on the approved HSIP project is \$0. However the City of Abilene will still be responsible for an administration fee to TxDOT of \$4,753.72, as well as any overages that may occur on the project.

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

**PART 1:** That the City of Abilene confirms its agreement with the State to secure all funding for the approved highway safety improvement project, that all requirements of TAC 43 will be implemented, and the City Manager, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, is hereby authorized and directed to execute and attest on behalf of the City of Abilene, and agreement to Contribute Funds for the above referenced project, referenced by the date of July 28, 2022.

**PART 2:** That the sum of Four Thousand-Seven Hundred-Fifty-Three Dollars and Seventy-Two Cents (\$4,753.72), which represents the administration fee to TxDOT, is hereby appropriated and the City Manager is hereby authorized and direct to pay the sum indicated from the funds available in the budget accounts.

**ADOPTED:** this 28<sup>th</sup> day of July, 2022.

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

\_\_\_\_\_

|                 |                                              |        |           |                                         |                                   |
|-----------------|----------------------------------------------|--------|-----------|-----------------------------------------|-----------------------------------|
| TxDOT:          |                                              |        |           | Federal Highway Administration:         |                                   |
| CSJ #           | 0908-33-102                                  |        |           | CFDA No.                                | 20.205                            |
| District #      | Abilene - 08                                 | AFA ID | Z00003591 | CFDA Title                              | Highway Planning and Construction |
| Code Chart 64 # | 00150                                        |        |           |                                         |                                   |
| Project Name    | N 10 <sup>th</sup> STREET HSIP FY 23 ABILENE |        |           | AFA Not Used For Research & Development |                                   |

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

## ADVANCE FUNDING AGREEMENT For Highway Safety Improvement Program Off-System

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Abilene, Texas**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

### WITNESSETH

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Curve Warning Signs**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

|                        |                                                    |               |                  |                                                           |                                          |
|------------------------|----------------------------------------------------|---------------|------------------|-----------------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                                    |               |                  | <b>Federal Highway Administration:</b>                    |                                          |
| <b>CSJ #</b>           | <b>0908-33-102</b>                                 |               |                  | <b>CFDA No.</b>                                           | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                                | <b>AFA ID</b> | <b>Z00003591</b> | <b>CFDA Title</b>                                         | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                                       |               |                  |                                                           |                                          |
| <b>Project Name</b>    | <b>N 10<sup>th</sup> STREET HSIP FY 23 ABILENE</b> |               |                  | <b><i>AFA Not Used For Research &amp; Development</i></b> |                                          |

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

## **AGREEMENT**

### **1. Responsible Parties:**

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

|    |                         |                                         |            |
|----|-------------------------|-----------------------------------------|------------|
| 1. | <b>Local Government</b> | Utilities                               | Article 8  |
| 2. | <b>Local Government</b> | Environmental Assessment and Mitigation | Article 9  |
| 3. | <b>Local Government</b> | Architectural and Engineering Services  | Article 11 |
| 4. | <b>State</b>            | Construction Responsibilities           | Article 12 |
| 5. | <b>Local Government</b> | Right of Way and Real Property          | Article 14 |

### **2. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### **3. Scope of Work**

The scope of work for the Project consists of the Installation of Curve Warning Signs on North 10<sup>th</sup> Street from Forrest Avenue to Kirkwood Street.

### **4. Project Sources and Uses of Funds**

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will

|                        |                                                    |               |                  |                                                           |                                          |
|------------------------|----------------------------------------------------|---------------|------------------|-----------------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                                    |               |                  | <b>Federal Highway Administration:</b>                    |                                          |
| <b>CSJ #</b>           | <b>0908-33-102</b>                                 |               |                  | <b>CFDA No.</b>                                           | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                                | <b>AFA ID</b> | <b>Z00003591</b> | <b>CFDA Title</b>                                         | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                                       |               |                  |                                                           |                                          |
| <b>Project Name</b>    | <b>N 10<sup>th</sup> STREET HSIP FY 23 ABILENE</b> |               |                  | <b><i>AFA Not Used For Research &amp; Development</i></b> |                                          |

pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the

|                        |                                                    |               |                  |                                                           |                                          |
|------------------------|----------------------------------------------------|---------------|------------------|-----------------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                                    |               |                  | <b>Federal Highway Administration:</b>                    |                                          |
| <b>CSJ #</b>           | <b>0908-33-102</b>                                 |               |                  | <b>CFDA No.</b>                                           | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                                | <b>AFA ID</b> | <b>Z00003591</b> | <b>CFDA Title</b>                                         | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                                       |               |                  |                                                           |                                          |
| <b>Project Name</b>    | <b>N 10<sup>th</sup> STREET HSIP FY 23 ABILENE</b> |               |                  | <b><i>AFA Not Used For Research &amp; Development</i></b> |                                          |

- construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
  - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
  - L. The State will not pay interest on any funds provided by the Local Government.
  - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
  - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
  - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
  - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
  - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
  - R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

|                        |                                                    |               |                  |                                                           |                                          |
|------------------------|----------------------------------------------------|---------------|------------------|-----------------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                                    |               |                  | <b>Federal Highway Administration:</b>                    |                                          |
| <b>CSJ #</b>           | <b>0908-33-102</b>                                 |               |                  | <b>CFDA No.</b>                                           | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                                | <b>AFA ID</b> | <b>Z00003591</b> | <b>CFDA Title</b>                                         | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                                       |               |                  |                                                           |                                          |
| <b>Project Name</b>    | <b>N 10<sup>th</sup> STREET HSIP FY 23 ABILENE</b> |               |                  | <b><i>AFA Not Used For Research &amp; Development</i></b> |                                          |

## 5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

## 6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

## 7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

## 8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.



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## 9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

## 10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

## 11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

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## 12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

## 13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

## 14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be

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- acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
  - C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
  - D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
  - E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
  - F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
  - G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with

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a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

## 15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

## 16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

|                                                                                    |                                                                                                                                 |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>Local Government:</b>                                                           | <b>State:</b>                                                                                                                   |
| City of Abilene<br>ATTN: Public Works Director<br>P.O. Box 60<br>Abilene, TX 79604 | Texas Department of Transportation<br>ATTN: Director of Contract Services<br>125 E. 11 <sup>th</sup> Street<br>Austin, TX 78701 |

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All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**17. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**18. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**19. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

**20. Compliance with Laws**

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative

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Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

#### 24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### 25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local

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Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## 26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the

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- programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
  - I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
  - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
  - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
  - L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## **27. Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE



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program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

## 28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

## 29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

|                        |                                                    |               |                  |                                                           |                                          |
|------------------------|----------------------------------------------------|---------------|------------------|-----------------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                                    |               |                  | <b>Federal Highway Administration:</b>                    |                                          |
| <b>CSJ #</b>           | <b>0908-33-102</b>                                 |               |                  | <b>CFDA No.</b>                                           | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                                | <b>AFA ID</b> | <b>Z00003591</b> | <b>CFDA Title</b>                                         | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                                       |               |                  |                                                           |                                          |
| <b>Project Name</b>    | <b>N 10<sup>th</sup> STREET HSIP FY 23 ABILENE</b> |               |                  | <b><i>AFA Not Used For Research &amp; Development</i></b> |                                          |

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **30. Federal Funding Accountability and Transparency Act Requirements**

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  - 3. Report the total compensation and names of its top five executives to the State if:
    - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

|                        |                                                    |               |                  |                                                           |                                          |
|------------------------|----------------------------------------------------|---------------|------------------|-----------------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                                    |               |                  | <b>Federal Highway Administration:</b>                    |                                          |
| <b>CSJ #</b>           | <b>0908-33-102</b>                                 |               |                  | <b>CFDA No.</b>                                           | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                                | <b>AFA ID</b> | <b>Z00003591</b> | <b>CFDA Title</b>                                         | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                                       |               |                  |                                                           |                                          |
| <b>Project Name</b>    | <b>N 10<sup>th</sup> STREET HSIP FY 23 ABILENE</b> |               |                  | <b><i>AFA Not Used For Research &amp; Development</i></b> |                                          |

### 31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

|                        |                                                    |               |                  |                                                           |                                          |
|------------------------|----------------------------------------------------|---------------|------------------|-----------------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                                    |               |                  | <b>Federal Highway Administration:</b>                    |                                          |
| <b>CSJ #</b>           | <b>0908-33-102</b>                                 |               |                  | <b>CFDA No.</b>                                           | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                                | <b>AFA ID</b> | <b>Z00003591</b> | <b>CFDA Title</b>                                         | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                                       |               |                  |                                                           |                                          |
| <b>Project Name</b>    | <b>N 10<sup>th</sup> STREET HSIP FY 23 ABILENE</b> |               |                  | <b><i>AFA Not Used For Research &amp; Development</i></b> |                                          |

### 32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

#### THE STATE OF TEXAS

#### THE LOCAL GOVERNMENT

\_\_\_\_\_  
Signature

Kenneth Stewart  
\_\_\_\_\_  
Typed or Printed Name

Director of Contract Services  
\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

|                 |                                              |        |           |                                         |                                   |
|-----------------|----------------------------------------------|--------|-----------|-----------------------------------------|-----------------------------------|
| TxDOT:          |                                              |        |           | Federal Highway Administration:         |                                   |
| CSJ #           | 0908-33-102                                  |        |           | CFDA No.                                | 20.205                            |
| District #      | Abilene - 08                                 | AFA ID | Z00003591 | CFDA Title                              | Highway Planning and Construction |
| Code Chart 64 # | 00150                                        |        |           |                                         |                                   |
| Project Name    | N 10 <sup>th</sup> STREET HSIP FY 23 ABILENE |        |           | AFA Not Used For Research & Development |                                   |

## ATTACHMENT A LOCATION MAP SHOWING PROJECT

North 10<sup>th</sup> St from Forrest Ave to Kirkwood St



|                 |                                              |        |           |                                         |                                   |
|-----------------|----------------------------------------------|--------|-----------|-----------------------------------------|-----------------------------------|
| TxDOT:          |                                              |        |           | Federal Highway Administration:         |                                   |
| CSJ #           | 0908-33-102                                  |        |           | CFDA No.                                | 20.205                            |
| District #      | Abilene - 08                                 | AFA ID | Z00003591 | CFDA Title                              | Highway Planning and Construction |
| Code Chart 64 # | 00150                                        |        |           |                                         |                                   |
| Project Name    | N 10 <sup>TH</sup> STREET HSIP FY 23 ABILENE |        |           | AFA Not Used For Research & Development |                                   |

## ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

| Description                       | Total Estimated Cost | Federal Participation |           | State Participation |            | Local Participation |             |
|-----------------------------------|----------------------|-----------------------|-----------|---------------------|------------|---------------------|-------------|
|                                   |                      | %                     | Cost      | %                   | Cost       | %                   | Cost        |
| Engineering (by Local Government) | \$6,200              | 0%                    | \$0       | 0%                  | \$0        | 100%                | \$6,200     |
| Construction (by State)           | \$103,567            | 100%                  | \$103,567 | 0%                  | \$0        | 0%                  | \$0         |
| Subtotal                          | \$109,767            |                       | \$103,567 |                     | \$0        |                     | \$6,200     |
| Environmental Direct State Costs  | \$594.21             | 0%                    | \$0       | 0%                  | \$0        | 100%                | \$594.21    |
| Right of Way Direct State Costs   | \$594.21             | 0%                    | \$0       | 0%                  | \$0        | 100%                | \$594.21    |
| Engineering Direct State Costs    | \$594.22             | 0%                    | \$0       | 0%                  | \$0        | 100%                | \$594.22    |
| Utility Direct State Costs        | \$594.22             | 0%                    | \$0       | 0%                  | \$0        | 100%                | \$594.22    |
| Construction Direct State Costs   | \$2,376.86           | 0%                    | \$0       | 0%                  | \$0        | 100%                | \$2,376.86  |
| Indirect State Costs              | \$4,940.15           | 0%                    | \$0       | 100%                | \$4,940.15 | 0%                  | \$0         |
| TOTAL                             | \$119,460.87         |                       | \$103,567 |                     | \$4,940.15 |                     | \$10,953.72 |

Initial payment by the Local Government to the State: \$2,376.86

Payment by the Local Government to the State before construction: \$2,376.86

Estimated total payment by the Local Government to the State \$4,753.72

This is an estimate. The final amount of Local Government participation will be based on actual costs.

|                        |                                                    |               |                  |                                                    |                                          |
|------------------------|----------------------------------------------------|---------------|------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                                    |               |                  | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0908-33-102</b>                                 |               |                  | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                                | <b>AFA ID</b> | <b>Z00003591</b> | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                                       |               |                  |                                                    |                                          |
| <b>Project Name</b>    | <b>N 10<sup>th</sup> STREET HSIP FY 23 ABILENE</b> |               |                  | <i>AFA Not Used For Research &amp; Development</i> |                                          |

**ATTACHMENT C**  
**RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**



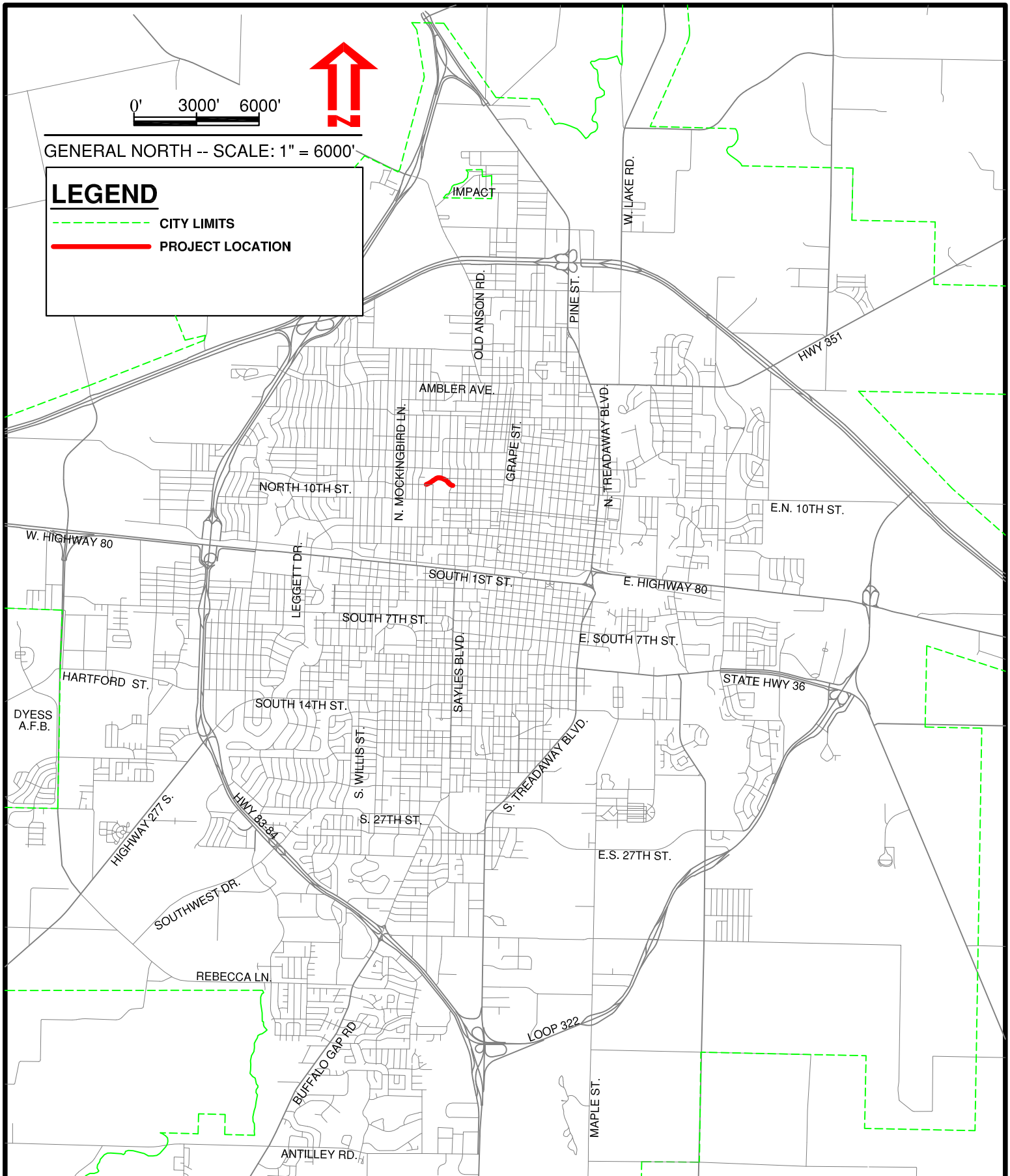
0' 3000' 6000'



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 STREET HSIP PROJECT

Designed By: S. CHANDLER

Drawn By: T. MATTHEWS

Checked By: S. CHANDLER

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:  
Project Location Map

Date: JULY 2022



# **Agenda Item: Agreement with TxDOT for N 10<sup>th</sup> HSIP Project**

**Resolution: Approval of TxDOT AFA –  
CSJ#0908-33-102**

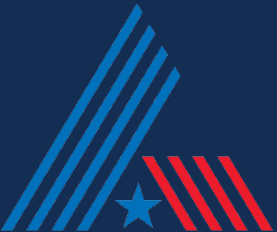
*(Johnson)*



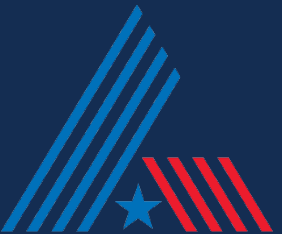


# **Agenda Item: Agreement with TxDOT for N 10<sup>th</sup> St HSIP Project**

- Agreement between the City of Abilene and the TxDOT to fund the installation of curve warning signs on N 10th Street from Forrest Avenue to Kirkwood Street
- Allows for funding of curve warning signs; the City designs the project (approx. \$6,200) and TxDOT constructs the estimated \$103,567 project
- Per agreement, the City pays an administration fee to TxDOT of \$4,753.72 as well as any overages on this project.



# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO: Robert Hanna, City Manager**

**FROM: Max Johnson, Director of Public Works**

**SUBJECT: 13. Resolution: Receive a Report, Hold a Discussion and Take Action Authorizing the City Manager to enter into an Advanced Funding Agreement with Texas Department of Transportation for the Rebecca Lane Highway Safety Improvement Program Project (Max Johnson)**

---

**GENERAL INFORMATION**

This contract is for an Advanced Funding Agreement (AFA) where in the City of Abilene will be entering an agreement with the Texas Department of Transportation (TxDOT) in order to participate in the currently approved Highway Safety Improvement Program (HSIP). This project will install curve warning signs on Rebecca Lane from East of Sorrel Wood Lane to Sorrel Wood Lane.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

Funding for this project is allocated through GO 2016 funds.

**STAFF RECOMMENDATION**

Staff recommends approval of this agreement which has an estimated cost to the City of Abilene of \$5,764.26, to be paid to TxDOT as an administration fee.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1. Rebecca HSIP resolution
2. 0908-33-103(RebeccaLaneCurves) - AFA (1)
3. PROJECT LOCATION MAP Model (1)
4. Rebecca HSIP ppt (1)

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT  
BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION  
AND THE CITY OF ABILENE TO PARTICIPATE WITHIN THE  
INSTALLATION OF CURVE WARNING SIGNS ON N REBECCA LN  
THROUGH THE HIGHWAY SAFETY IMPROVEMENT PROGRAM  
ADMINISTERED BY THE TEXAS DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the Highway Safety Improvement Program (HSIP) is administered by the Texas Department of Transportation (the State) to achieve the goal of a significant reduction in fatalities and serious injuries on Texas roadways, including both onsystem and off-system roads.; and

**WHEREAS**, a project to install Curve Warning Signs on Rebecca Ln is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 115814. Dated August 27, 2020; and

**WHEREAS**, the usual fund participation ratio for projects on such program is 90 percent federal, 0 percent state and 10 percent Local Government. This safety project qualified for increased federal funding to 100 percent; and

**WHEREAS**, the estimated local match fund participation requirement on the approved HSIP project is \$0. However the City of Abilene will still be responsible for an administration fee to TxDOT of \$5,764.26, as well as any overages that may occur on the project.

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

**PART 1:** That the City of Abilene confirms its agreement with the State to secure all funding for the approved highway safety improvement project, that all requirements of TAC 43 will be implemented, and the City Manager, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, is hereby authorized and directed to execute and attest on behalf of the City of Abilene, and agreement to Contribute Funds for the above referenced project, referenced by the date of July 28, 2022.

**PART 2:** That the sum of Five Thousand-Seven Hundred-Sixty-Four Dollars and Twenty-six Cents (\$5,764.26), which represents the administration fee to TxDOT, is hereby appropriated and the City Manager is hereby authorized and direct to pay the sum indicated from the funds available in the budget accounts.

**ADOPTED:** this 28<sup>th</sup> day of July, 2022.

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

\_\_\_\_\_



|                 |                                 |        |           |                                         |                                   |
|-----------------|---------------------------------|--------|-----------|-----------------------------------------|-----------------------------------|
| TxDOT:          |                                 |        |           | Federal Highway Administration:         |                                   |
| CSJ #           | 0908-33-103                     |        |           | CFDA No.                                | 20.205                            |
| District #      | Abilene - 08                    | AFA ID | Z00003590 | CFDA Title                              | Highway Planning and Construction |
| Code Chart 64 # | 00150                           |        |           |                                         |                                   |
| Project Name    | REBECCA LANE HSIP FY 23 ABILENE |        |           | AFA Not Used For Research & Development |                                   |

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

## ADVANCE FUNDING AGREEMENT For Highway Safety Improvement Program Off-System

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Abilene, Texas**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

### WITNESSETH

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **115814** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Curve Warning Signs**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

|                        |                                        |               |                  |                                                           |                                          |
|------------------------|----------------------------------------|---------------|------------------|-----------------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                        |               |                  | <b>Federal Highway Administration:</b>                    |                                          |
| <b>CSJ #</b>           | <b>0908-33-103</b>                     |               |                  | <b>CFDA No.</b>                                           | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                    | <b>AFA ID</b> | <b>Z00003590</b> | <b>CFDA Title</b>                                         | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                           |               |                  |                                                           |                                          |
| <b>Project Name</b>    | <b>REBECCA LANE HSIP FY 23 ABILENE</b> |               |                  | <b><i>AFA Not Used For Research &amp; Development</i></b> |                                          |

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

## **AGREEMENT**

### **1. Responsible Parties:**

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

|    |                         |                                         |            |
|----|-------------------------|-----------------------------------------|------------|
| 1. | <b>Local Government</b> | Utilities                               | Article 8  |
| 2. | <b>Local Government</b> | Environmental Assessment and Mitigation | Article 9  |
| 3. | <b>Local Government</b> | Architectural and Engineering Services  | Article 11 |
| 4. | <b>State</b>            | Construction Responsibilities           | Article 12 |
| 5. | <b>Local Government</b> | Right of Way and Real Property          | Article 14 |

### **2. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### **3. Scope of Work**

The scope of work for the Project consists of the Installation of Curve Warning Signs on Rebecca Lane from 0.176 mi East of Sorrel Wood Lane to Sorrel Wood Lane.

### **4. Project Sources and Uses of Funds**

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will

|                        |                                        |               |                  |                                                           |                                          |
|------------------------|----------------------------------------|---------------|------------------|-----------------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                        |               |                  | <b>Federal Highway Administration:</b>                    |                                          |
| <b>CSJ #</b>           | <b>0908-33-103</b>                     |               |                  | <b>CFDA No.</b>                                           | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                    | <b>AFA ID</b> | <b>Z00003590</b> | <b>CFDA Title</b>                                         | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                           |               |                  |                                                           |                                          |
| <b>Project Name</b>    | <b>REBECCA LANE HSIP FY 23 ABILENE</b> |               |                  | <b><i>AFA Not Used For Research &amp; Development</i></b> |                                          |

pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the

|                        |                                        |               |                  |                                                           |                                          |
|------------------------|----------------------------------------|---------------|------------------|-----------------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                        |               |                  | <b>Federal Highway Administration:</b>                    |                                          |
| <b>CSJ #</b>           | <b>0908-33-103</b>                     |               |                  | <b>CFDA No.</b>                                           | <b>20.205</b>                            |
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- construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
  - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
  - L. The State will not pay interest on any funds provided by the Local Government.
  - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
  - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
  - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
  - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
  - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
  - R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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## 5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

## 6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

## 7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

## 8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

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## 9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

## 10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

## 11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

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## 12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

## 13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

## 14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be

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- acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with



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a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

## 15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

## 16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

|                                                                                    |                                                                                                                                 |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>Local Government:</b>                                                           | <b>State:</b>                                                                                                                   |
| City of Abilene<br>ATTN: Public Works Director<br>P.O. Box 60<br>Abilene, TX 79604 | Texas Department of Transportation<br>ATTN: Director of Contract Services<br>125 E. 11 <sup>th</sup> Street<br>Austin, TX 78701 |

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All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**17. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**18. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**19. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

**20. Compliance with Laws**

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative

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Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

#### 24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### 25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local

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Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## 26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the

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- programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
  - I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
  - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
  - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
  - L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## **27. Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE

|                 |                                 |        |           |                                         |                                   |
|-----------------|---------------------------------|--------|-----------|-----------------------------------------|-----------------------------------|
| TxDOT:          |                                 |        |           | Federal Highway Administration:         |                                   |
| CSJ #           | 0908-33-103                     |        |           | CFDA No.                                | 20.205                            |
| District #      | Abilene - 08                    | AFA ID | Z00003590 | CFDA Title                              | Highway Planning and Construction |
| Code Chart 64 # | 00150                           |        |           |                                         |                                   |
| Project Name    | REBECCA LANE HSIP FY 23 ABILENE |        |           | AFA Not Used For Research & Development |                                   |

program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

## 28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

## 29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

|                        |                                        |               |                  |                                                           |                                          |
|------------------------|----------------------------------------|---------------|------------------|-----------------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                        |               |                  | <b>Federal Highway Administration:</b>                    |                                          |
| <b>CSJ #</b>           | <b>0908-33-103</b>                     |               |                  | <b>CFDA No.</b>                                           | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                    | <b>AFA ID</b> | <b>Z00003590</b> | <b>CFDA Title</b>                                         | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                           |               |                  |                                                           |                                          |
| <b>Project Name</b>    | <b>REBECCA LANE HSIP FY 23 ABILENE</b> |               |                  | <b><i>AFA Not Used For Research &amp; Development</i></b> |                                          |

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **30. Federal Funding Accountability and Transparency Act Requirements**

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five executives to the State if:
    - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

|                        |                                        |               |                  |                                                           |                                          |
|------------------------|----------------------------------------|---------------|------------------|-----------------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                        |               |                  | <b>Federal Highway Administration:</b>                    |                                          |
| <b>CSJ #</b>           | <b>0908-33-103</b>                     |               |                  | <b>CFDA No.</b>                                           | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                    | <b>AFA ID</b> | <b>Z00003590</b> | <b>CFDA Title</b>                                         | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                           |               |                  |                                                           |                                          |
| <b>Project Name</b>    | <b>REBECCA LANE HSIP FY 23 ABILENE</b> |               |                  | <b><i>AFA Not Used For Research &amp; Development</i></b> |                                          |

### 31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.



|                        |                                        |               |                  |                                                    |                                          |
|------------------------|----------------------------------------|---------------|------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                        |               |                  | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0908-33-103</b>                     |               |                  | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                    | <b>AFA ID</b> | <b>Z00003590</b> | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                           |               |                  |                                                    |                                          |
| <b>Project Name</b>    | <b>REBECCA LANE HSIP FY 23 ABILENE</b> |               |                  | <i>AFA Not Used For Research &amp; Development</i> |                                          |

### 32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

#### THE STATE OF TEXAS

#### THE LOCAL GOVERNMENT

\_\_\_\_\_  
Signature

Kenneth Stewart  
\_\_\_\_\_  
Typed or Printed Name

Director of Contract Services  
\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

|                 |                                 |        |           |                                         |                                   |
|-----------------|---------------------------------|--------|-----------|-----------------------------------------|-----------------------------------|
| TxDOT:          |                                 |        |           | Federal Highway Administration:         |                                   |
| CSJ #           | 0908-33-103                     |        |           | CFDA No.                                | 20.205                            |
| District #      | Abilene - 08                    | AFA ID | Z00003590 | CFDA Title                              | Highway Planning and Construction |
| Code Chart 64 # | 00150                           |        |           |                                         |                                   |
| Project Name    | REBECCA LANE HSIP FY 23 ABILENE |        |           | AFA Not Used For Research & Development |                                   |

## ATTACHMENT A LOCATION MAP SHOWING PROJECT

Rebecca Lane from 0.176 mi East of Sorrel Wood Ln to Sorrel Wood Ln



|                 |                                 |        |           |                                         |                                   |
|-----------------|---------------------------------|--------|-----------|-----------------------------------------|-----------------------------------|
| TxDOT:          |                                 |        |           | Federal Highway Administration:         |                                   |
| CSJ #           | 0908-33-103                     |        |           | CFDA No.                                | 20.205                            |
| District #      | Abilene - 08                    | AFA ID | Z00003590 | CFDA Title                              | Highway Planning and Construction |
| Code Chart 64 # | 00150                           |        |           |                                         |                                   |
| Project Name    | REBECCA LANE HSIP FY 23 ABILENE |        |           | AFA Not Used For Research & Development |                                   |

## ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

| Description                       | Total Estimated Cost | Federal Participation |           | State Participation |            | Local Participation |             |
|-----------------------------------|----------------------|-----------------------|-----------|---------------------|------------|---------------------|-------------|
|                                   |                      | %                     | Cost      | %                   | Cost       | %                   | Cost        |
| Engineering (by Local Government) | \$7,550              | 0%                    | \$0       | 0%                  | \$0        | 100%                | \$7,550     |
| Construction (by State)           | \$125,583            | 100%                  | \$125,583 | 0%                  | \$0        | 0%                  | \$0         |
| Subtotal                          | \$133,133            |                       | \$125,583 |                     | \$0        |                     | \$7,550     |
| Environmental Direct State Costs  | \$720.53             | 0%                    | \$0       | 0%                  | \$0        | 100%                | \$720.53    |
| Right of Way Direct State Costs   | \$720.53             | 0%                    | \$0       | 0%                  | \$0        | 100%                | \$720.53    |
| Engineering Direct State Costs    | \$720.54             | 0%                    | \$0       | 0%                  | \$0        | 100%                | \$720.54    |
| Utility Direct State Costs        | \$720.53             | 0%                    | \$0       | 0%                  | \$0        | 100%                | \$720.53    |
| Construction Direct State Costs   | \$2,882.13           | 0%                    | \$0       | 0%                  | \$0        | 100%                | \$2,882.13  |
| Indirect State Costs              | \$5,990.31           | 0%                    | \$0       | 100%                | \$5,990.31 | 0%                  | \$0         |
| TOTAL                             | \$144,887.57         |                       | \$125,583 |                     | \$5,990.31 |                     | \$13,314.26 |

Initial payment by the Local Government to the State: \$2,882.13

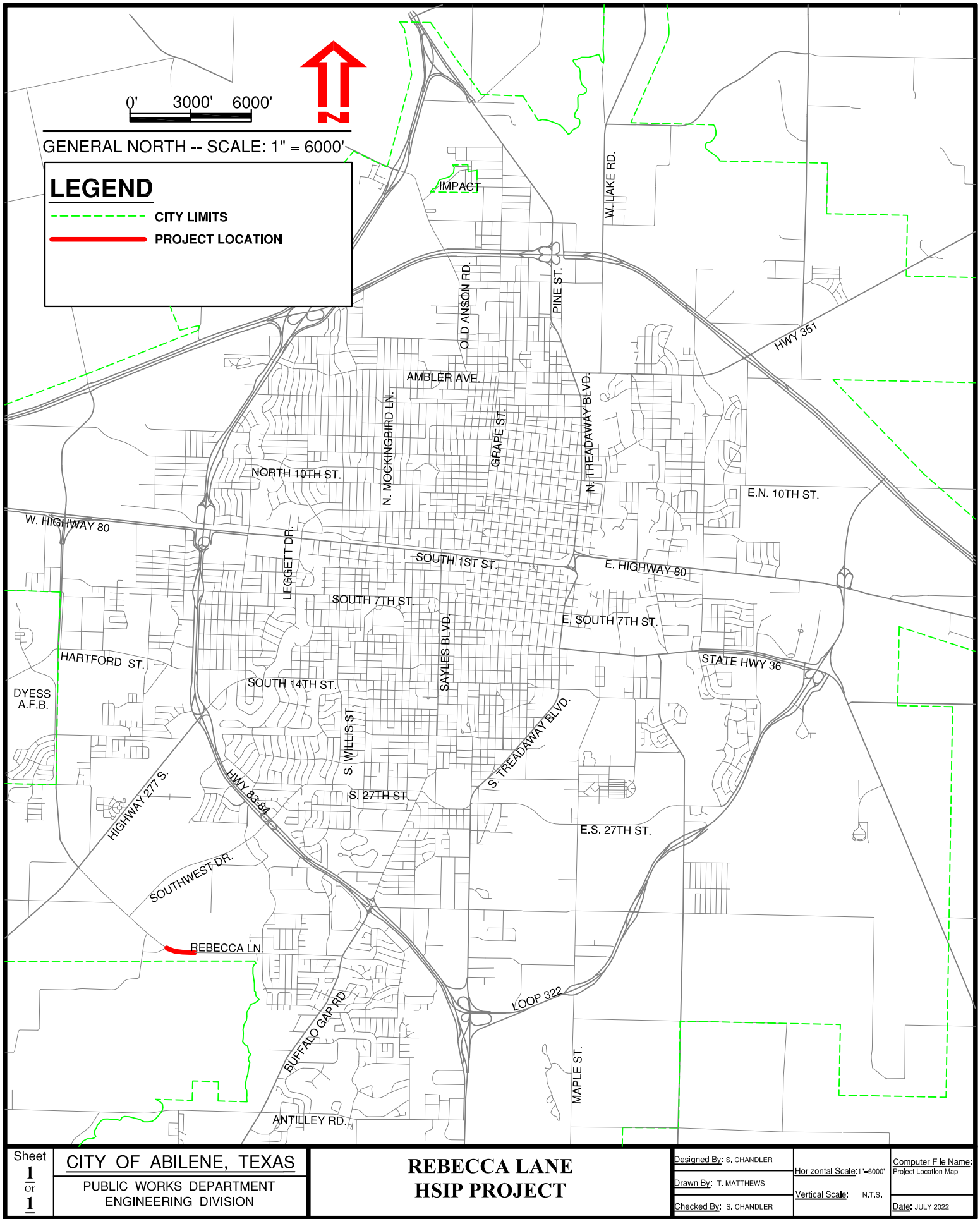
Payment by the Local Government to the State before construction: \$2,882.13

Estimated total payment by the Local Government to the State \$5,764.26

This is an estimate. The final amount of Local Government participation will be based on actual costs.

|                        |                                        |               |                  |                                                    |                                          |
|------------------------|----------------------------------------|---------------|------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                        |               |                  | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0908-33-103</b>                     |               |                  | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                    | <b>AFA ID</b> | <b>Z00003590</b> | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                           |               |                  |                                                    |                                          |
| <b>Project Name</b>    | <b>REBECCA LANE HSIP FY 23 ABILENE</b> |               |                  | <i>AFA Not Used For Research &amp; Development</i> |                                          |

**ATTACHMENT C**  
**RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**



|                       |                                                 |                              |                          |                            |                        |                 |
|-----------------------|-------------------------------------------------|------------------------------|--------------------------|----------------------------|------------------------|-----------------|
| Sheet<br>1<br>Of<br>1 | CITY OF ABILENE, TEXAS                          | REBECCA LANE<br>HSIP PROJECT | Designed By: S. CHANDLER | Horizontal Scale: 1"=6000' | Computer File Name:    |                 |
|                       | PUBLIC WORKS DEPARTMENT<br>ENGINEERING DIVISION |                              | Drawn By: T. MATTHEWS    |                            | Project Location Map   |                 |
|                       |                                                 |                              |                          | Checked By: S. CHANDLER    | Vertical Scale: N.T.S. | Date: JULY 2022 |
|                       |                                                 |                              |                          |                            |                        |                 |

# **Agenda Item: Agreement with TxDOT for Rebecca Lane HSIP Project**

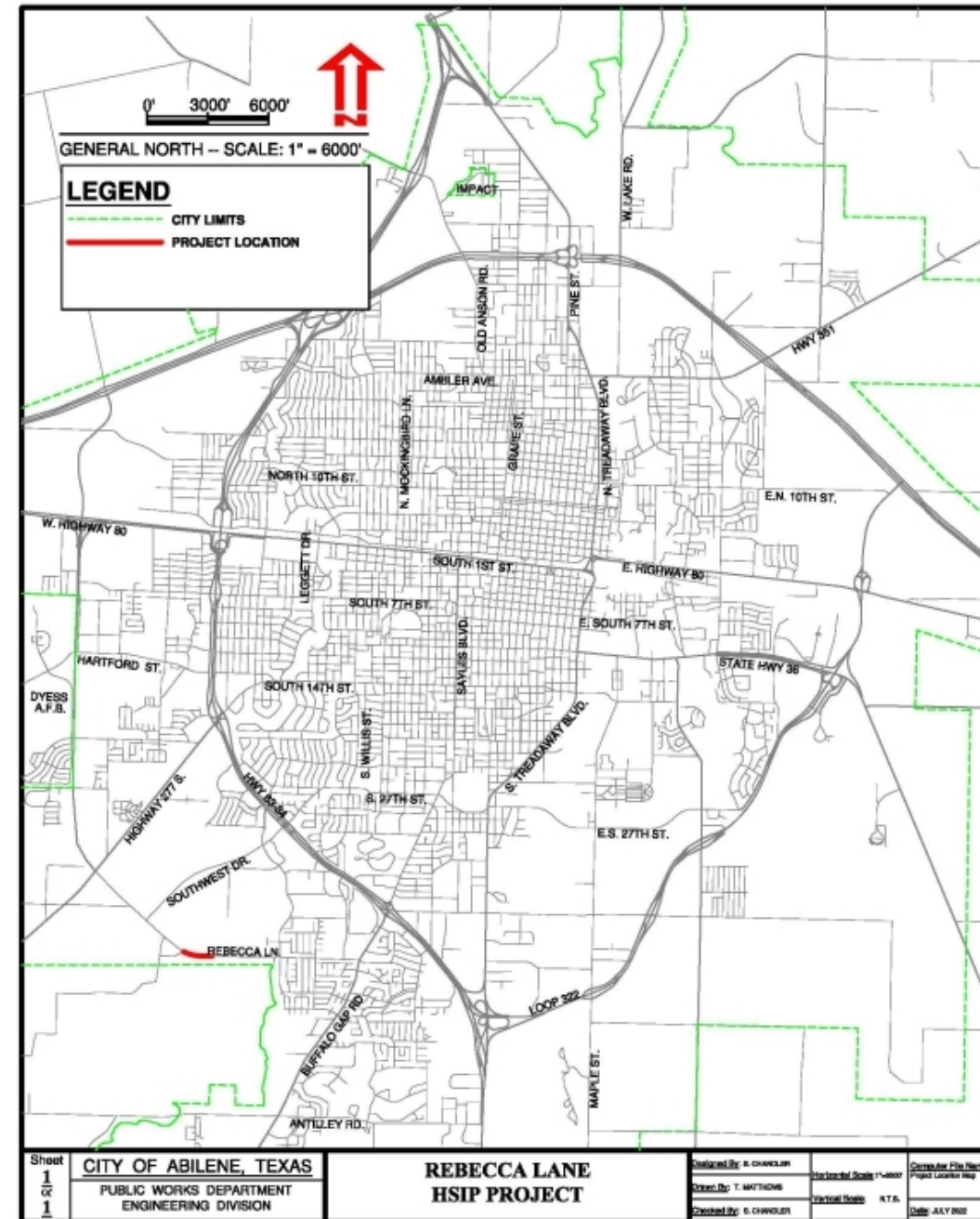
**Resolution: Approval of TxDOT AFA –  
CSJ#0908-33-103**

*(Johnson)*





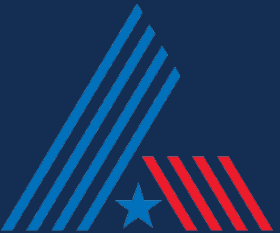
| Streets    | From                | To             |
|------------|---------------------|----------------|
| Rebecca Ln | E of Sorrel Wood Ln | Sorrel Wood Ln |



# **Agenda Item:**

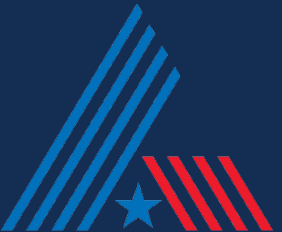
## **Agreement with TxDOT for N 10<sup>th</sup> St HSIP Project**

- Agreement between the City of Abilene and the TxDOT to fund the installation of curve warning signs on Rebecca Ln from east of Sorrel Wood Ln to Sorrel Wood Ln
- Allows for funding of curve warning signs; the City designs the project (approx. \$7,550) and TxDOT constructs the estimated \$125,583 project
- Per agreement, the City pays an administration fee to TxDOT of \$5,764.26 as well as any overages on this project





# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO: Robert Hanna, City Manager**

**FROM: Max Johnson, Director of Public Works**

**SUBJECT: 14. Resolution: Receive a Report, Hold a Discussion and Take Action Authorizing the City Manager to enter into an Advanced Funding Agreement with Texas Department of Transportation for the S 14th Street Flashing Yellow Arrow Highway Safety Improvement Program Project (Max Johnson)**

---

**GENERAL INFORMATION**

This contract is for an Advanced Funding Agreement (AFA) where in the City of Abilene will be entering an agreement with the Texas Department of Transportation (TxDOT) in order to participate in the currently approved Highway Safety Improvement Program (HSIP). The project will install Flashing Yellow Arrow (FYA) Signal Heads and Interconnected Signal System along S 14<sup>th</sup> Street from US 83/84 to Ross Avenue.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

Funding for this project is allocated through GO 2016 funds.

**STAFF RECOMMENDATION**

Staff recommends approval of this agreement which has no expected costs to the City of Abilene.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1. S14th FYA HSIP resolution (2)
2. 0908-33-105(South14th St-FY22) - AFA
3. PROJECT LOCATION MAP Model (1)
4. S14th FYA HSIP ppt

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF ABILENE TO PARTICIPATE WITHIN THE INSTALLATION OF FLASHING YELLOW ARROW SIGNAL HEADS AND INTERCONNECTED SIGNAL SYSTEM ALONG S 14<sup>TH</sup> ST THROUGH THE HIGHWAY SAFETY IMPROVEMENT PROGRAM ADMINISTERED BY THE TEXAS DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the Highway Safety Improvement Program (HSIP) is administered by the Texas Department of Transportation (the State) to achieve the goal of a significant reduction in fatalities and serious injuries on Texas roadways, including both onsystem and off-system roads.; and

**WHEREAS**, a project to install flashing yellow arrow signal heads and interconnected signal system along the corridor of South 14th Street, from US83/84 to Ross Avenue is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116073. Dated August 21, 2021; and

**WHEREAS**, the usual fund participation ratio for projects on such program is 90 percent federal, 0 percent state and 10 percent Local Government. This safety project qualified for increased federal funding to 100 percent; and

**WHEREAS**, the estimated local match fund participation requirement on the approved HSIP project is \$0. However the City of Abilene will still be responsible for an administration fee to TxDOT of \$0, as well as any overages that may occur on the project.

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

**PART 1:** That the City of Abilene confirms its agreement with the State to secure all funding for the approved highway safety improvement project, that all requirements of TAC 43 will be implemented, and the City Manager, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, is hereby authorized and directed to execute and attest on behalf of the City of Abilene, and agreement to Contribute Funds for the above referenced project, referenced by the date of July 28, 2022.

**PART 2:** That the sum of Zero Dollars and Zero Cents (\$0.00), which represents the administration fee to TxDOT, is hereby appropriated and the City Manager is hereby authorized and direct to pay the sum indicated from the funds available in the budget accounts.

**ADOPTED:** this 28<sup>th</sup> day of July, 2022.

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

\_\_\_\_\_

|                 |                                |        |           |                                         |                                   |
|-----------------|--------------------------------|--------|-----------|-----------------------------------------|-----------------------------------|
| TxDOT:          |                                |        |           | Federal Highway Administration:         |                                   |
| CSJ #           | 0908-33-105                    |        |           | CFDA No.                                | 20.205                            |
| District #      | Abilene - 08                   | AFA ID | Z00003546 | CFDA Title                              | Highway Planning and Construction |
| Code Chart 64 # | 00150                          |        |           |                                         |                                   |
| Project Name    | S 14 TH FYA ABILENE OFF SYSTEM |        |           | AFA Not Used For Research & Development |                                   |

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

## ADVANCE FUNDING AGREEMENT For Highway Safety Improvement Program Off-System

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Abilene, Texas**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

### WITNESSETH

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Signal Improvements**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

|                        |                                       |               |                  |                                                           |                                          |
|------------------------|---------------------------------------|---------------|------------------|-----------------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                       |               |                  | <b>Federal Highway Administration:</b>                    |                                          |
| <b>CSJ #</b>           | <b>0908-33-105</b>                    |               |                  | <b>CFDA No.</b>                                           | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                   | <b>AFA ID</b> | <b>Z00003546</b> | <b>CFDA Title</b>                                         | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                          |               |                  |                                                           |                                          |
| <b>Project Name</b>    | <b>S 14 TH FYA ABILENE OFF SYSTEM</b> |               |                  | <b><i>AFA Not Used For Research &amp; Development</i></b> |                                          |

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

## **AGREEMENT**

### **1. Responsible Parties:**

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

|    |                         |                                         |            |
|----|-------------------------|-----------------------------------------|------------|
| 1. | <b>Local Government</b> | Utilities                               | Article 8  |
| 2. | <b>Local Government</b> | Environmental Assessment and Mitigation | Article 9  |
| 3. | <b>Local Government</b> | Architectural and Engineering Services  | Article 11 |
| 4. | <b>State</b>            | Construction Responsibilities           | Article 12 |
| 5. | <b>Local Government</b> | Right of Way and Real Property          | Article 14 |

### **2. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### **3. Scope of Work**

The scope of work for the Project consists of the Installation of Flashing Yellow Arrow (FYA) Signal Heads and Interconnected Signal System along the corridor of South 14<sup>th</sup> Street, from US83/84 to Ross Avenue.

### **4. Project Sources and Uses of Funds**

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for



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- the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
  - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
  - L. The State will not pay interest on any funds provided by the Local Government.
  - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
  - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
  - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
  - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
  - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
  - R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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## 5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

## 6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

## 7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

## 8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

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## 9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

## 10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

## 11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

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## 12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

## 13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

## 14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be

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- acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with

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a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

## 15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

## 16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

|                                                                                    |                                                                                                                                 |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>Local Government:</b>                                                           | <b>State:</b>                                                                                                                   |
| City of Abilene<br>ATTN: Public Works Director<br>P.O. Box 60<br>Abilene, TX 79604 | Texas Department of Transportation<br>ATTN: Director of Contract Services<br>125 E. 11 <sup>th</sup> Street<br>Austin, TX 78701 |

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All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**17. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**18. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**19. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

**20. Compliance with Laws**

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative

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Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

#### 24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### 25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local



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| TxDOT:          |                                |        |           | Federal Highway Administration:                    |                                   |
| CSJ #           | 0908-33-105                    |        |           | CFDA No.                                           | 20.205                            |
| District #      | Abilene - 08                   | AFA ID | Z00003546 | CFDA Title                                         | Highway Planning and Construction |
| Code Chart 64 # | 00150                          |        |           |                                                    |                                   |
| Project Name    | S 14 TH FYA ABILENE OFF SYSTEM |        |           | <i>AFA Not Used For Research &amp; Development</i> |                                   |

Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## 26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the

|                        |                                       |               |                  |                                                           |                                          |
|------------------------|---------------------------------------|---------------|------------------|-----------------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                       |               |                  | <b>Federal Highway Administration:</b>                    |                                          |
| <b>CSJ #</b>           | <b>0908-33-105</b>                    |               |                  | <b>CFDA No.</b>                                           | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                   | <b>AFA ID</b> | <b>Z00003546</b> | <b>CFDA Title</b>                                         | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                          |               |                  |                                                           |                                          |
| <b>Project Name</b>    | <b>S 14 TH FYA ABILENE OFF SYSTEM</b> |               |                  | <b><i>AFA Not Used For Research &amp; Development</i></b> |                                          |

- programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
  - I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
  - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
  - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
  - L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## **27. Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE

|                 |                                |        |           |                                         |                                   |
|-----------------|--------------------------------|--------|-----------|-----------------------------------------|-----------------------------------|
| TxDOT:          |                                |        |           | Federal Highway Administration:         |                                   |
| CSJ #           | 0908-33-105                    |        |           | CFDA No.                                | 20.205                            |
| District #      | Abilene - 08                   | AFA ID | Z00003546 | CFDA Title                              | Highway Planning and Construction |
| Code Chart 64 # | 00150                          |        |           |                                         |                                   |
| Project Name    | S 14 TH FYA ABILENE OFF SYSTEM |        |           | AFA Not Used For Research & Development |                                   |

program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

## 28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

## 29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

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|------------------------|---------------------------------------|---------------|------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                       |               |                  | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0908-33-105</b>                    |               |                  | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                   | <b>AFA ID</b> | <b>Z00003546</b> | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                          |               |                  |                                                    |                                          |
| <b>Project Name</b>    | <b>S 14 TH FYA ABILENE OFF SYSTEM</b> |               |                  | <b>AFA Not Used For Research &amp; Development</b> |                                          |

awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five executives to the State if:
    - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

|                        |                                       |               |                  |                                                           |                                          |
|------------------------|---------------------------------------|---------------|------------------|-----------------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                       |               |                  | <b>Federal Highway Administration:</b>                    |                                          |
| <b>CSJ #</b>           | <b>0908-33-105</b>                    |               |                  | <b>CFDA No.</b>                                           | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                   | <b>AFA ID</b> | <b>Z00003546</b> | <b>CFDA Title</b>                                         | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                          |               |                  |                                                           |                                          |
| <b>Project Name</b>    | <b>S 14 TH FYA ABILENE OFF SYSTEM</b> |               |                  | <b><i>AFA Not Used For Research &amp; Development</i></b> |                                          |

### 31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

|                        |                                       |               |                  |                                                    |                                          |
|------------------------|---------------------------------------|---------------|------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                       |               |                  | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0908-33-105</b>                    |               |                  | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                   | <b>AFA ID</b> | <b>Z00003546</b> | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                          |               |                  |                                                    |                                          |
| <b>Project Name</b>    | <b>S 14 TH FYA ABILENE OFF SYSTEM</b> |               |                  | <i>AFA Not Used For Research &amp; Development</i> |                                          |

### 32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

#### THE STATE OF TEXAS

#### THE LOCAL GOVERNMENT

\_\_\_\_\_  
Signature

Kenneth Stewart  
\_\_\_\_\_  
Typed or Printed Name

Director of Contract Services  
\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date



|                 |                                |        |           |                                         |                                   |
|-----------------|--------------------------------|--------|-----------|-----------------------------------------|-----------------------------------|
| TxDOT:          |                                |        |           | Federal Highway Administration:         |                                   |
| CSJ #           | 0908-33-105                    |        |           | CFDA No.                                | 20.205                            |
| District #      | Abilene - 08                   | AFA ID | Z00003546 | CFDA Title                              | Highway Planning and Construction |
| Code Chart 64 # | 00150                          |        |           |                                         |                                   |
| Project Name    | S 14 TH FYA ABILENE OFF SYSTEM |        |           | AFA Not Used For Research & Development |                                   |

## ATTACHMENT A LOCATION MAP SHOWING PROJECT

South 14<sup>th</sup> St from US83/84 to Ross Avenue



- 
 PROJECT CORRIDOR AND INTERSECTIONS
- 1) 14TH STREET AT CLACK STREET (US 83 SB)
  - 2) 14TH STREET AT DANVILLE DRIVE (US 83 NB)
  - 3) 14TH STREET AT WOODHAVEN CENTER DRIVEWAY
  - 4) 14TH STREET AT PIONEER DRIVE
  - 5) 14TH STREET AT LEGGETT DRIVE
  - 6) 14TH STREET AT ELMWOOD DRIVE
  - 7) 14TH STREET AT WILLIS STREET
  - 8) 14TH STREET AT BARROW STREET
  - 9) 14TH STREET AT ROSS AVENUE

|                        |                                       |               |                  |                                                    |                                          |
|------------------------|---------------------------------------|---------------|------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                       |               |                  | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0908-33-105</b>                    |               |                  | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                   | <b>AFA ID</b> | <b>Z00003546</b> | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                          |               |                  |                                                    |                                          |
| <b>Project Name</b>    | <b>S 14 TH FYA ABILENE OFF SYSTEM</b> |               |                  | <b>AFA Not Used For Research &amp; Development</b> |                                          |

## ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

| Description                       | Total Estimated Cost | Federal Participation |                 | State Participation |                  | Local Participation |                 |
|-----------------------------------|----------------------|-----------------------|-----------------|---------------------|------------------|---------------------|-----------------|
|                                   |                      | %                     | Cost            | %                   | Cost             | %                   | Cost            |
| Engineering (by Local Government) | \$16,645             | 0%                    | \$0             | 0%                  | \$0              | 100%                | \$15,645        |
| Construction (by State)           | \$83,856             | 100%                  | \$83,856        | 0%                  | \$0              | 0%                  | \$0             |
| Subtotal                          | \$100,501            |                       | \$83,856        |                     | \$0              |                     | \$15,645        |
| Environmental Direct State Costs  | \$734.78             | 0%                    | \$0             | 100%                | \$734.78         | 0%                  | \$0             |
| Right of Way Direct State Costs   | \$734.79             | 0%                    | \$0             | 100%                | \$734.79         | 0%                  | \$0             |
| Engineering Direct State Costs    | \$734.79             | 0%                    | \$0             | 100%                | \$734.79         | 0%                  | \$0             |
| Utility Direct State Costs        | \$734.79             | 0%                    | \$0             | 100%                | \$734.79         | 0%                  | \$0             |
| Construction Direct State Costs   | \$2939.15            | 0%                    | \$0             | 100%                | \$2939.15        | 0%                  | \$0             |
| Indirect State Costs              | \$3790.29            | 0%                    | \$0             | 100%                | \$3790.29        | 0%                  | \$0             |
| <b>TOTAL</b>                      | <b>\$110,169.59</b>  |                       | <b>\$83,856</b> |                     | <b>\$9668.59</b> |                     | <b>\$15,645</b> |

Initial payment by the Local Government to the State: \$0.00

Payment by the Local Government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State \$0.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.



|                 |                                |        |           |  |  |                                         |                                   |
|-----------------|--------------------------------|--------|-----------|--|--|-----------------------------------------|-----------------------------------|
| TxDOT:          |                                |        |           |  |  | Federal Highway Administration:         |                                   |
| CSJ #           | 0908-33-105                    |        |           |  |  | CFDA No.                                | 20.205                            |
| District #      | Abilene - 08                   | AFA ID | Z00003546 |  |  | CFDA Title                              | Highway Planning and Construction |
| Code Chart 64 # | 00150                          |        |           |  |  |                                         |                                   |
| Project Name    | S 14 TH FYA ABILENE OFF SYSTEM |        |           |  |  | AFA Not Used For Research & Development |                                   |

**ATTACHMENT C**  
**RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**

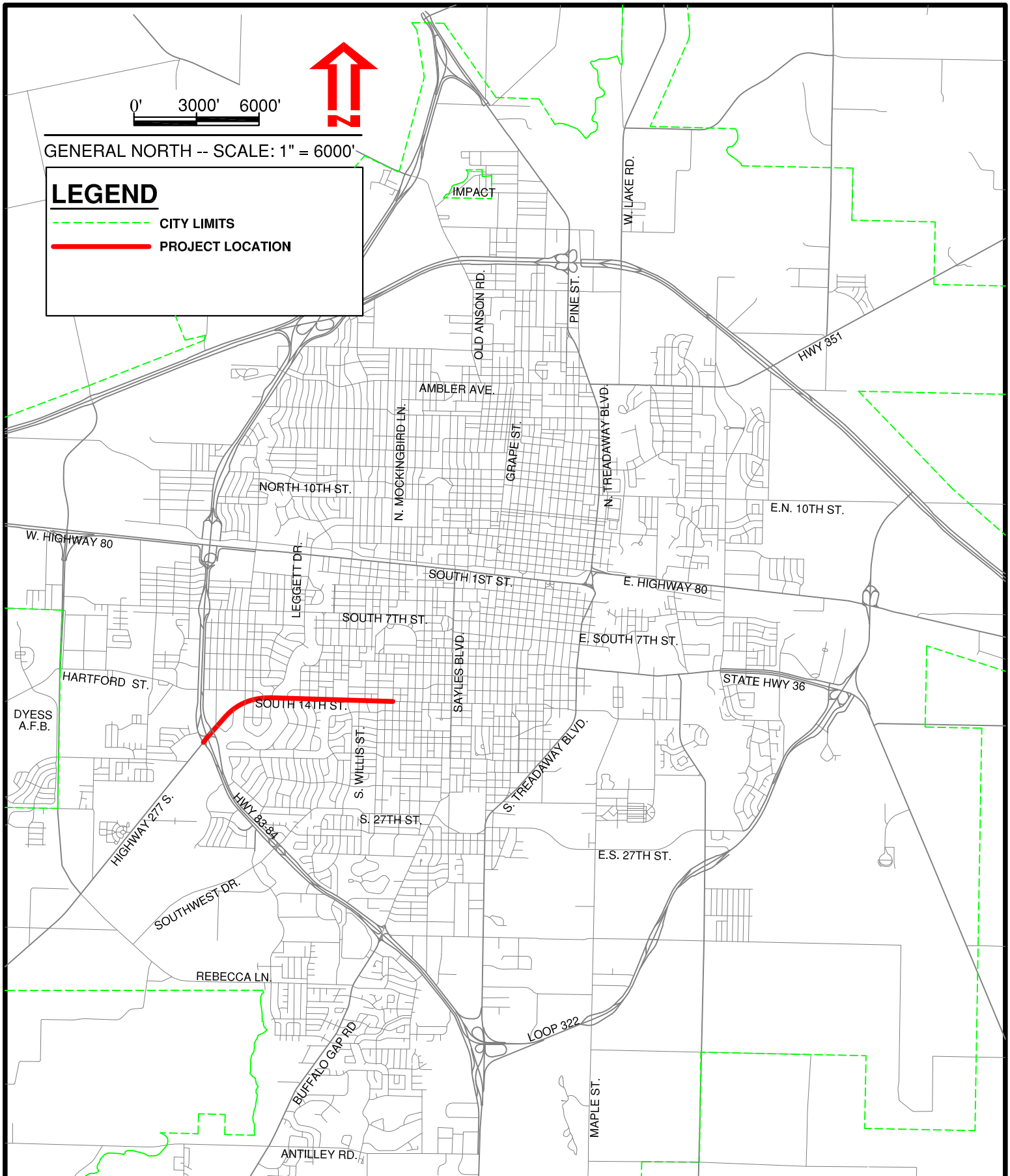
0' 3000' 6000'



GENERAL NORTH -- SCALE: 1" = 6000'

## LEGEND

- CITY LIMITS
- PROJECT LOCATION



Sheet  
1  
of  
1

**CITY OF ABILENE, TEXAS**  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION

## S 14TH STREET FYA HSIP PROJECT

Designed By: S. CHANDLER

Drawn By: T. MATTHEWS

Checked By: S. CHANDLER

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:  
Project Location Map

Date: JULY 2022

# **Agenda Item: Agreement with TxDOT for S 14<sup>th</sup> Flashing Yellow Arrow HSIP Project**

**Resolution: Approval of TxDOT AFA –  
CSJ#0908-33-105**

*(Johnson)*

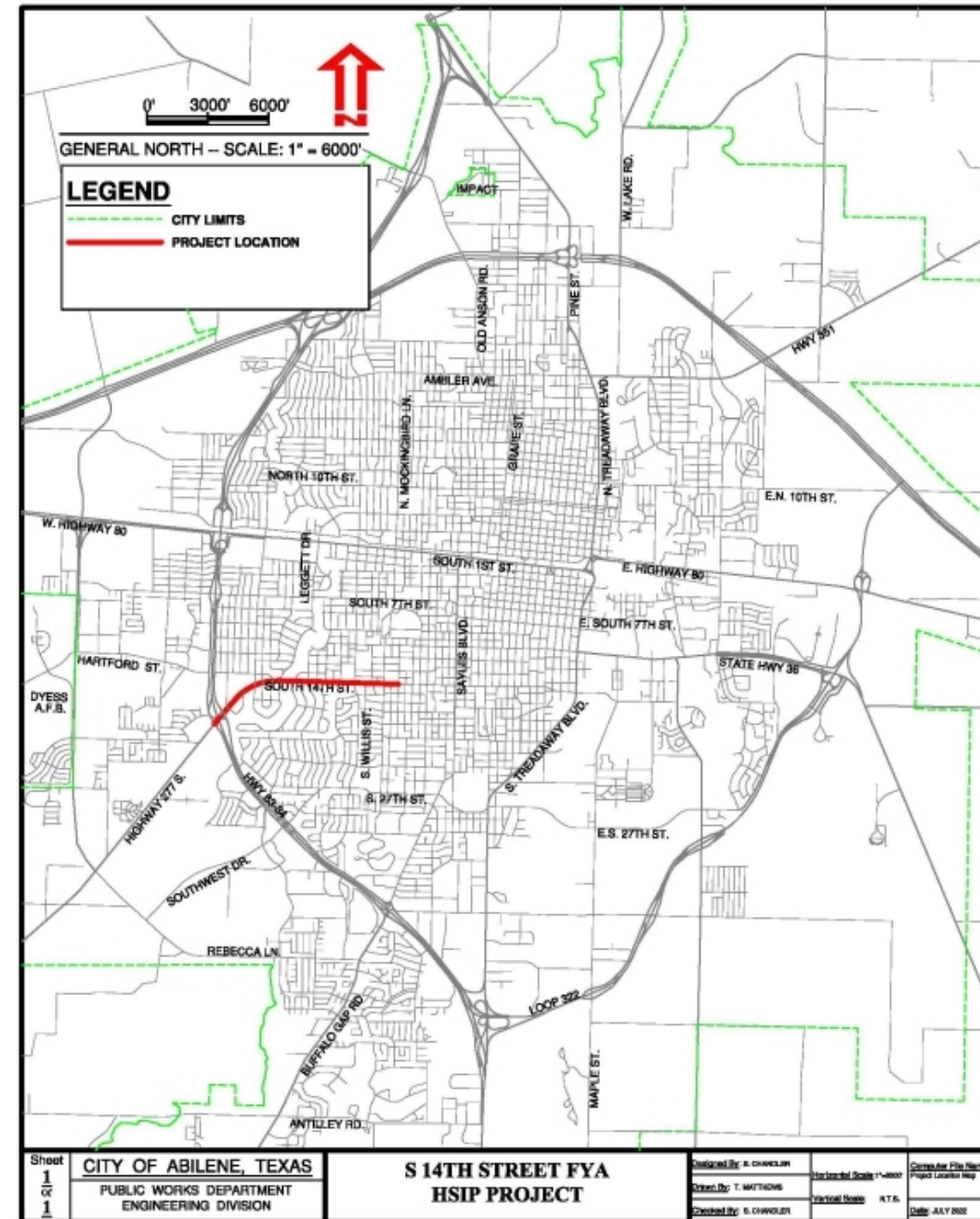


# Agreement with TxDOT for S 14<sup>th</sup> Flashing Yellow Arrow HSIP Project

Streets  
S 14<sup>th</sup> St

From  
US 83/84

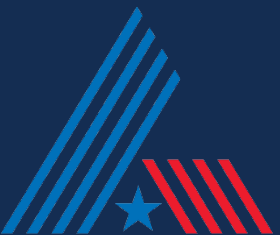
To  
Ross Ave



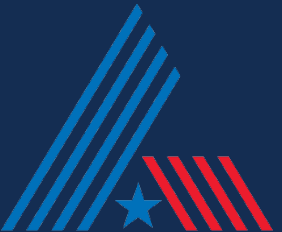
# **Agenda Item:**

## **Agreement with TxDOT for S 14<sup>th</sup> Flashing Yellow Arrow HSIP Project**

- Agreement between the City of Abilene and TxDOT to fund the installation of flashing yellow arrow signal heads (with interconnected signal system) along S 14th Street from US 83/84 to Ross Avenue
- Allows for funding of installation of flashing yellow arrow signal heads; the City designs the project (approx. \$15,645) and TxDOT constructs the estimated \$83,856 project
- Per this agreement, the City of Abilene will be responsible for any overages on this project.



# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO: Robert Hanna, City Manager**

**FROM: Max Johnson, Director of Public Works**

**SUBJECT: 15. Resolution: Receive a Report, Hold a Discussion and Take Action Authorizing the City Manager to enter into an Advanced Funding Agreement with Texas Department of Transportation for the S 14th Street Interconnected System Highway Safety Improvement Program Project (*Max Johnson*)**

---

**GENERAL INFORMATION**

This contract is for an Advanced Funding Agreement (AFA) between the City of Abilene and Texas Department of Transportation (TxDOT) in order to participate in the currently approved Highway Safety Improvement Program (HSIP). This project installs Flashing Yellow Arrow (FYA) Signal Heads and Interconnected Signal System along S 14th Street from Sayles Boulevard to Treadaway Boulevard.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

Funding for this project is allocated through GO 2016 funds.

**STAFF RECOMMENDATION**

Staff recommends approval of this agreement which has an estimated cost to the City of Abilene of \$21,657.60 to be paid to TxDOT as an administration fee.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1. S14th Signals HSIP resolution
2. 0908-33-104(South14th St-FY25) - AFA
3. PROJECT LOCATION MAP Model (1)
4. S14th Signals HSIP ppt



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF ABILENE TO PARTICIPATE WITHIN THE INSTALLATION OF FLASHING YELLOW ARROW SIGNAL HEADS AND INTERCONNECTED SIGNAL SYSTEM ALONG S 14<sup>TH</sup> ST THROUGH THE HIGHWAY SAFETY IMPROVEMENT PROGRAM ADMINISTERED BY THE TEXAS DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the Highway Safety Improvement Program (HSIP) is administered by the Texas Department of Transportation (the State) to achieve the goal of a significant reduction in fatalities and serious injuries on Texas roadways, including both onsystem and off-system roads.; and

**WHEREAS**, a project to install flashing yellow arrow signal heads and interconnect signal system along S 14<sup>th</sup> Street is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number 116073. Dated August 31, 2021; and

**WHEREAS**, the usual fund participation ratio for projects on such program is 90 percent federal, 0 percent state and 10 percent Local Government. This safety project qualified for increased federal funding to 100 percent; and

**WHEREAS**, the estimated local match fund participation requirement on the approved HSIP project is \$0. However the City of Abilene will still be responsible for an administration fee to TxDOT of \$21,657.60, as well as any overages that may occur on the project.

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

**PART 1:** That the City of Abilene confirms its agreement with the State to secure all funding for the approved highway safety improvement project, that all requirements of TAC 43 will be implemented, and the City Manager, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, is hereby authorized and directed to execute and attest on behalf of the City of Abilene, and agreement to Contribute Funds for the above referenced project, referenced by the date of July 28, 2022.

**PART 2:** That the sum of Twenty-One Thousand-Six Hundred-Fifty-Seven Dollars and Sixty Cents (\$21,657.60), which represents the administration fee to TxDOT, is hereby appropriated and the City Manager is hereby authorized and direct to pay the sum indicated from the funds available in the budget accounts.

**ADOPTED:** this 28<sup>th</sup> day of July, 2022.

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

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|                 |                                 |        |           |                                         |                                   |
|-----------------|---------------------------------|--------|-----------|-----------------------------------------|-----------------------------------|
| TxDOT:          |                                 |        |           | Federal Highway Administration:         |                                   |
| CSJ #           | 0908-33-104                     |        |           | CFDA No.                                | 20.205                            |
| District #      | Abilene - 08                    | AFA ID | Z00003592 | CFDA Title                              | Highway Planning and Construction |
| Code Chart 64 # | 00150                           |        |           |                                         |                                   |
| Project Name    | S 14 SIGNALS ABILENE OFF SYSTEM |        |           | AFA Not Used For Research & Development |                                   |

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

## ADVANCE FUNDING AGREEMENT For Highway Safety Improvement Program Off-System

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Abilene, Texas**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

### WITNESSETH

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Signal Improvements**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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| <b>CSJ #</b>           | <b>0908-33-104</b>                     |               |                  | <b>CFDA No.</b>                                           | <b>20.205</b>                            |
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**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

## **AGREEMENT**

### **1. Responsible Parties:**

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

|    |                         |                                         |            |
|----|-------------------------|-----------------------------------------|------------|
| 1. | <b>Local Government</b> | Utilities                               | Article 8  |
| 2. | <b>Local Government</b> | Environmental Assessment and Mitigation | Article 9  |
| 3. | <b>Local Government</b> | Architectural and Engineering Services  | Article 11 |
| 4. | <b>State</b>            | Construction Responsibilities           | Article 12 |
| 5. | <b>Local Government</b> | Right of Way and Real Property          | Article 14 |

### **2. Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### **3. Scope of Work**

The scope of work for the Project consists of the Installation of Flashing Yellow Arrow (FYA) Signal Heads and Interconnected Signal System along the corridor of South 14<sup>th</sup> Street, from Sayles Boulevard to Treadaway Boulevard.

### **4. Project Sources and Uses of Funds**

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for

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- the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
  - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
  - L. The State will not pay interest on any funds provided by the Local Government.
  - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
  - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
  - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
  - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
  - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
  - R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

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## 5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

## 6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

## 7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

## 8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

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## 9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

## 10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

## 11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.



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## 12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

## 13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

## 14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be

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- acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with

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a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

## 15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

## 16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

|                                                                                    |                                                                                                                                 |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>Local Government:</b>                                                           | <b>State:</b>                                                                                                                   |
| City of Abilene<br>ATTN: Public Works Director<br>P.O. Box 60<br>Abilene, TX 79604 | Texas Department of Transportation<br>ATTN: Director of Contract Services<br>125 E. 11 <sup>th</sup> Street<br>Austin, TX 78701 |

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All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**17. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**18. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**19. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

**20. Compliance with Laws**

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative

|                 |                                 |        |           |                                         |                                   |
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| District #      | Abilene - 08                    | AFA ID | Z00003592 | CFDA Title                              | Highway Planning and Construction |
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Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

#### 24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### 25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local

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Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## 26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the

|                        |                                        |               |                  |                                                           |                                          |
|------------------------|----------------------------------------|---------------|------------------|-----------------------------------------------------------|------------------------------------------|
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- programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
  - I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
  - J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
  - K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
  - L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## **27. Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE

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program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

## 28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

## 29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the



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awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five executives to the State if:
    - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

|                        |                                        |               |                  |                                                           |                                          |
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| <b>TxDOT:</b>          |                                        |               |                  | <b>Federal Highway Administration:</b>                    |                                          |
| <b>CSJ #</b>           | <b>0908-33-104</b>                     |               |                  | <b>CFDA No.</b>                                           | <b>20.205</b>                            |
| <b>District #</b>      | <b>Abilene - 08</b>                    | <b>AFA ID</b> | <b>Z00003592</b> | <b>CFDA Title</b>                                         | <b>Highway Planning and Construction</b> |
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| <b>Project Name</b>    | <b>S 14 SIGNALS ABILENE OFF SYSTEM</b> |               |                  | <b><i>AFA Not Used For Research &amp; Development</i></b> |                                          |

### 31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

|                        |                                        |               |                  |                                                    |                                          |
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| <b>TxDOT:</b>          |                                        |               |                  | <b>Federal Highway Administration:</b>             |                                          |
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| <b>District #</b>      | <b>Abilene - 08</b>                    | <b>AFA ID</b> | <b>Z00003592</b> | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                           |               |                  |                                                    |                                          |
| <b>Project Name</b>    | <b>S 14 SIGNALS ABILENE OFF SYSTEM</b> |               |                  | <i>AFA Not Used For Research &amp; Development</i> |                                          |

### 32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

#### THE STATE OF TEXAS

#### THE LOCAL GOVERNMENT

\_\_\_\_\_  
Signature

Kenneth Stewart  
\_\_\_\_\_  
Typed or Printed Name

Director of Contract Services  
\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

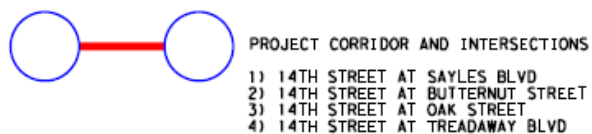
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Typed or Printed Title

\_\_\_\_\_  
Date

|                 |                                 |        |           |                                         |                                   |
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| TxDOT:          |                                 |        |           | Federal Highway Administration:         |                                   |
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## ATTACHMENT A LOCATION MAP SHOWING PROJECT

South 14<sup>th</sup> St from Sayles Blvd to Treadaway Blvd



|                        |                                        |               |                  |                                                    |                                          |
|------------------------|----------------------------------------|---------------|------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                        |               |                  | <b>Federal Highway Administration:</b>             |                                          |
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| <b>District #</b>      | <b>Abilene - 08</b>                    | <b>AFA ID</b> | <b>Z00003592</b> | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>00150</b>                           |               |                  |                                                    |                                          |
| <b>Project Name</b>    | <b>S 14 SIGNALS ABILENE OFF SYSTEM</b> |               |                  | <b>AFA Not Used For Research &amp; Development</b> |                                          |

## ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Federal funding and 0% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

| Description                       | Total Estimated Cost | Federal Participation |                     | State Participation |                    | Local Participation |                    |
|-----------------------------------|----------------------|-----------------------|---------------------|---------------------|--------------------|---------------------|--------------------|
|                                   |                      | %                     | Cost                | %                   | Cost               | %                   | Cost               |
| Engineering (by Local Government) | \$32,000             | 0%                    | \$0                 | 0%                  | \$0                | 100%                | \$32,000           |
| Construction (by State)           | \$471,843            | 100%                  | \$471,843           | 0%                  | \$0                | 0%                  | \$0                |
| Subtotal                          | \$503,843            |                       | \$471,843           |                     | \$0                |                     | \$32,000           |
| Environmental Direct State Costs  | \$2,707.20           | 0%                    | \$0                 | 0%                  | \$0                | 100%                | \$2,707.20         |
| Right of Way Direct State Costs   | \$2,707.20           | 0%                    | \$0                 | 0%                  | \$0                | 100%                | \$2,707.20         |
| Engineering Direct State Costs    | \$2,707.20           | 0%                    | \$0                 | 0%                  | \$0                | 100%                | \$2,707.20         |
| Utility Direct State Costs        | \$2,707.20           | 0%                    | \$0                 | 0%                  | \$0                | 100%                | \$2,707.20         |
| Construction Direct State Costs   | \$10,828.80          | 0%                    | \$0                 | 0%                  | \$0                | 100%                | \$10,828.80        |
| Indirect State Costs              | \$22,506.91          | 0%                    | \$0                 | 0%                  | \$22,506.91        | 0%                  | \$0                |
| <b>TOTAL</b>                      | <b>\$547,987.51</b>  |                       | <b>\$471,843.00</b> |                     | <b>\$22,506.91</b> |                     | <b>\$53,657.60</b> |

Initial payment by the Local Government to the State: \$10,828.80

Payment by the Local Government to the State before construction: \$10,828.80

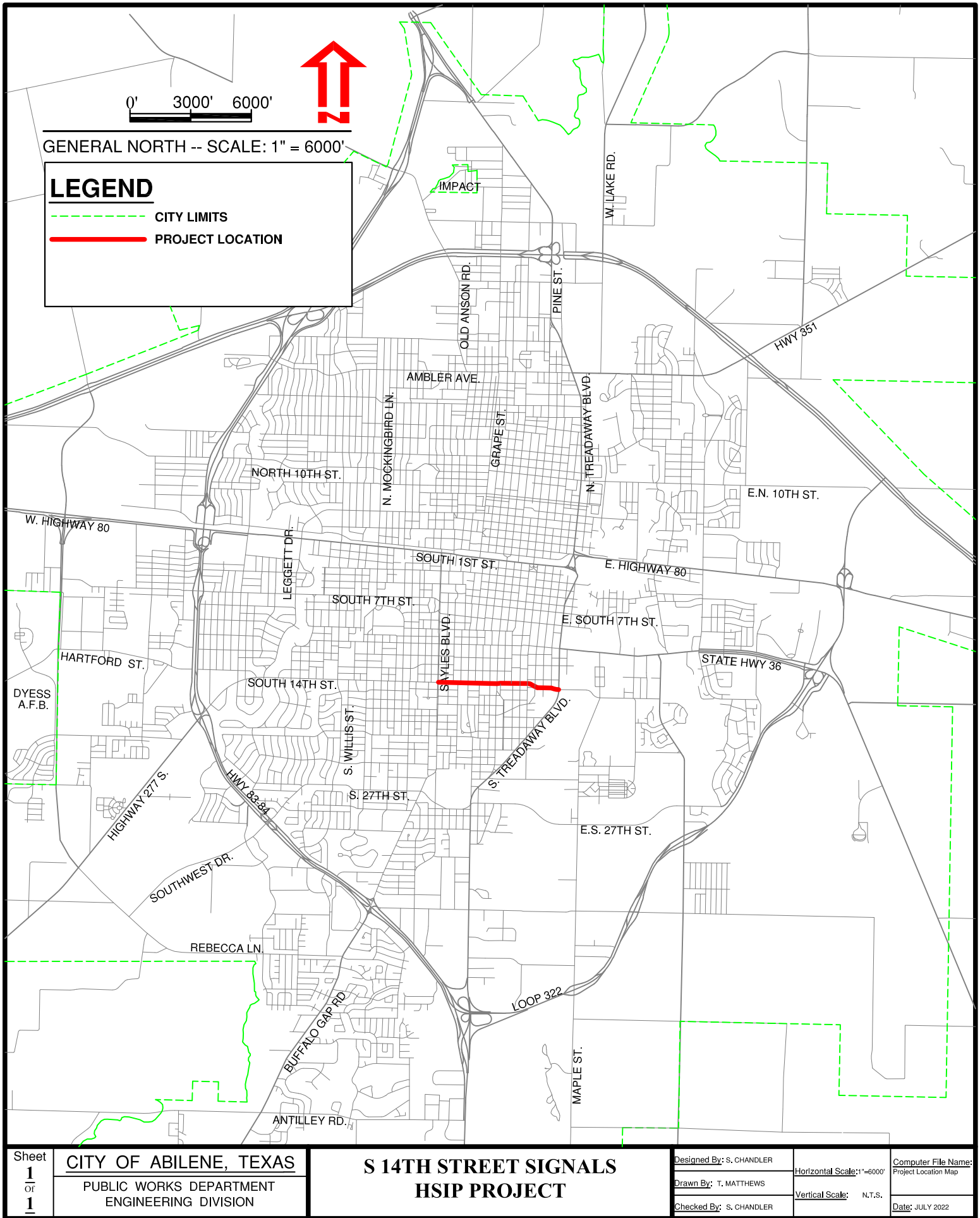
Estimated total payment by the Local Government to the State \$21,657.60

This is an estimate. The final amount of Local Government participation will be based on actual costs.

|                        |                                        |               |                  |                                                    |                                          |
|------------------------|----------------------------------------|---------------|------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                        |               |                  | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0908-33-104</b>                     |               |                  | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
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**ATTACHMENT C**  
**RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**





Sheet  
1  
of  
1

CITY OF ABILENE, TEXAS  
PUBLIC WORKS DEPARTMENT  
ENGINEERING DIVISION

**S 14TH STREET SIGNALS  
HSIP PROJECT**

Designed By: S. CHANDLER

Drawn By: T. MATTHEWS

Checked By: S. CHANDLER

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:  
Project Location Map

Date: JULY 2022

# **Agenda Item: Agreement with TxDOT for S 14<sup>th</sup> Interconnection System HSIP Project**

**Resolution: Approval of TxDOT AFA –  
CSJ#0908-33-104**

*(Johnson)*





# Agreement with TxDOT for S 14<sup>th</sup> Interconnection System HSIP Project

Streets  
S 14<sup>th</sup> St

From  
Sayles Blvd

To  
Treadaway Blvd



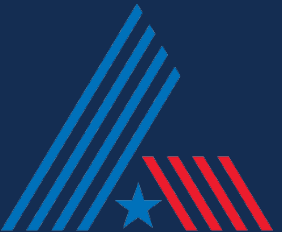
# **Agenda Item:**

## **Agreement with TxDOT for N 10<sup>th</sup> St HSIP Project**

- Agreement between the City of Abilene and the TxDOT to fund the installation of flashing yellow arrow signal heads (with interconnected signal system) along S 14th St from Sayles Blvd to Treadaway Blvd
- Allows for funding of installation of flashing yellow arrow signal heads and an interconnected signal system; the City designs the project (approx. \$32,000) and TxDOT constructs the estimated \$471,843 project.
- Per this agreement, the City of Abilene will be responsible for an administration fee to TxDOT of \$21,657.60 as well as any overages on this project.



# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO: Robert Hanna, City Manager**

**FROM: Max Johnson, Director of Public Works**

**SUBJECT: 16. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve an Extended Term Street Use License with TTY Holdings, LLC (*Max Johnson*)**

---

**GENERAL INFORMATION**

TTY Holdings, LLC, has submitted an application for an Extended Term Street Use License to use a 4' x 11' portion of City right-of-way along Plum Street on the west side of the building addressed as 630 N. 5<sup>th</sup> Street (location depicted on attached map). The applicant wishes to construct and maintain a fire exit stairway required by building code.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff has reviewed this request and recommends that the City Council authorize the City Manager to execute the attached Extended Term Street Use License with TTY Holdings, LLC for use of a 4' x 11' portion of the City's right-of-way on Plum Street on the west side of the building addressed as 630 N. 5<sup>th</sup> Street.

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENDED TERM STREET USE  
LICENSE WITH TTY HOLDINGS, LLC**

**WHEREAS**, the applicant has submitted an Extended Term Street Use License application for the construction and maintenance of a fire exit stairway as required by building code using a 4' x 11' portion of City right-of-way along Plum Street on the west side of the building addressed as 630 North 5<sup>th</sup> Street; and

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

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

PART 1:        That the City Manager is hereby authorized to execute the Extended Term Street Use License with TTY Holdings, LLC.

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

**ADOPTED** this 28th day of July, 2022

ATTEST:

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

APPROVED:

\_\_\_\_\_  
Stanley Smith, City Attorney

THE STATE OF TEXAS

STREET USE LICENSE AGREEMENT  
EXTENDED TERM

COUNTY OF TAYLOR

**THIS STREET USE LICENSE AGREEMENT**, hereinafter referred to as "License", executed this \_\_\_\_ day of \_\_\_\_\_, A.D., 2022, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and TTY Holdings, LLC, hereinafter referred to as "Licensee".

WITNESSETH:

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

*Portion of City right-of-way along Plum Street on the west side of the building located at 630 North 5th Street*

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

I. Purpose:

The purpose of this License is to permit Licensee to:

-Build and maintain a 4' X 11" fire exit staircase for new fire exit location per building code.

II. Indemnity:

A. **Definitions**

**For the purpose of this section the following definitions apply:**

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

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

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

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

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

**injury or damage to any property or right**

**injury, damage, or death to any person or entity**

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

all other costs and expenses of litigation

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

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

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

#### B. Indemnity

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

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

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

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

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

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



### III. Insurance

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

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

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

All insurance policies or certificates shall contain the following provisions:

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

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

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

### IV. License Requirements and Restrictions:

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

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

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

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

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

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

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

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

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

V. Termination

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

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

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

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

CITY OF ABILENE, TEXAS

\_\_\_\_\_  
City Manager

ATTEST:

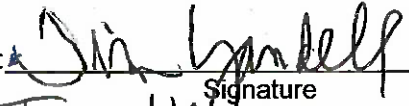
\_\_\_\_\_  
City Secretary

APPROVED:

\_\_\_\_\_  
City Attorney

NAME OF LICENSEE:

\_\_\_\_\_  
TTY Holdings, LLC

By: 

Signature

\_\_\_\_\_  
Tim YANDELL

Printed Name and Title

Business Address: 630 North 5<sup>th</sup> Street

Abilene, Tx 79601

**EXHIBIT "A"**  
**STREET USE LICENSE AGREEMENT**  
**WITH**  
**TTY Holdings, LLC**

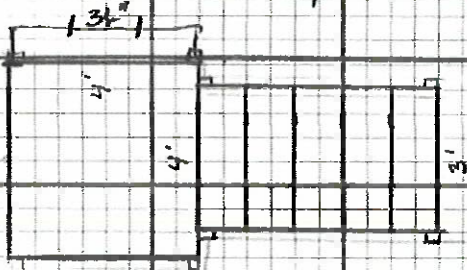
**CONDITIONS AND COVENANTS**

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

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

1/4 scale

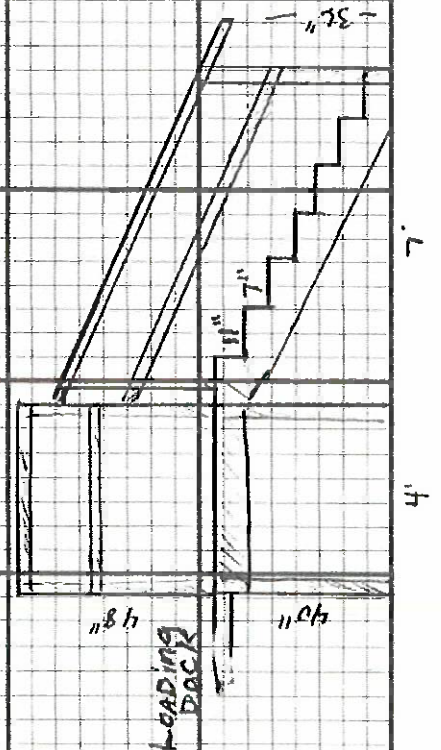
Door to Building



West side  
Plum Street

7" Rise  
11" Step

Plum St.







STREET USE LICENSE AGREEMENT  
EXTENDED TERM

APPLICATION

Applicant: TTY Holdings Phone: 325-665-0584

Address: 630 N. 5<sup>th</sup>, Abilene 79601

Agent: Tim Yandell Phone: 325-665-0584

Description of Public Right-of-Way to be used: West side of building facing Plum St.

Owner of adjacent property: NA

Proposed use of public right-of-way: Fire door exit including exit stairs

Reasons for the request: City code requirements.

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

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

Tim Yandell

Signature of Applicant or Agent

May 27, 2022

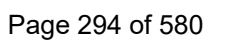
Date

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

# Agenda Item: Extended Term Street Use License

**Resolution:** Approval of Extended Term  
Street Use License  
*(Johnson)*

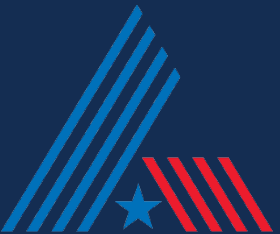




# **Agenda Item:**

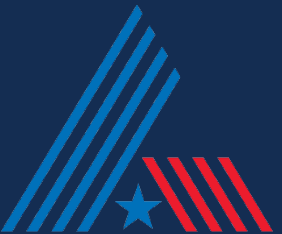
## **Extended Term Street Use License**

- TTY Holdings, LLC has submitted an application for an Extended Term Street Use License to use a 4'x11' portion of City right-of-way along Plum Street on the west side of the building addressed as 630 North 5<sup>th</sup> Street to build and maintain a fire exit stairway required by building code.
- The application has been reviewed and found to be complete.
- Staff recommends approval of the Extended Term Street Use License.





# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO:** Robert Hanna, City Manager

**FROM:** Max Johnson, Director of Public Works

**SUBJECT:** **17. Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-286, Decreased Speed Limits - School Zones," of the Abilene Municipal Code, By Amending Two (2) School Zones near Bassetti Elementary and Wylie Early Childhood Center; Adding Two (2) Existing Zones on Beltway South (FM 707); and Adding a New School Zone on Oldham Ln (FM 1750) *(Max Johnson)*

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**GENERAL INFORMATION**

Update the City of Abilene Code of Ordinance by Amending two (2) School Zones and Adding three (3) School Zones.

**SPECIAL CONSIDERATIONS**

TxDot will be installing the school zone on Oldham Ln/FM1750. Afterwards, the City of Abilene will maintain the zone.

**FUNDING/FISCAL IMPACT**

No Fiscal Impact at this time

**STAFF RECOMMENDATION**

Approve

**BOARD OR COMMISSION RECOMMENDATION**

NA

**ATTACHMENTS:**

1. 2022 Ord\_Amend\_School\_Zones Bassetti and various Wylie schools
2. Red Line and Black Line Versions Bassetti
3. Red Line and Black Line Measurement Corrections for Wylie Early Childhood Center School Zone
4. Black Line School Zone Additions for Wylie Schools (1)
5. School Zone ppt (2)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-286, “DECREASED SPEED LIMITS-SCHOOL ZONES,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY**

**WHEREAS**, the location and allowed speed of the school speed zone at Bassetti Elementary needs to be updated; and

**WHEREAS**, the location of the school speed zone at Wylie Early Childhood Center needs to be updated; and

**WHEREAS**, school speed zones need to be added at Wylie East Intermediate, Wylie West Intermediate, and Wylie West Junior High; and

**WHEREAS**, the City Code of Ordinance provides for decreased speed limits for established school zones; and

**WHEREAS**, there is a need to amend the City Code of Ordinances to implement the changes to the school speed zones.

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

**PART 1:** That Chapter 18, Article XIII, Section 18-286, “Decreased Speed Limits – School Zones,” 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 28<sup>th</sup> day of July 2022.**

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 7<sup>th</sup> day of August, 2022, 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 11<sup>th</sup> day of August, 2022, to permit the public to be heard.

**PASSED ON SECOND AND FINAL READING this 11<sup>th</sup> day of August 2022.**

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

## Exhibit A

### Adding the following school speed zones:

#### Sec. 18-286. - Decreased speed limits—School zones.

(d) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be thirty-five (35) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets.

| School                       | Street               | Extent                                                                            |
|------------------------------|----------------------|-----------------------------------------------------------------------------------|
| Bassetti Elementary          | US Hwy 277           | 525 feet south of Twilight Trail to 300 feet north of Butterfield Meadows Parkway |
| Wylie Early Childhood Center | Buffalo Gap Road     | 440 feet south of Antilley Road to 640 feet north of Antilley Road                |
| Wylie East Intermediate      | Oldham Lane/FM 1750  | 260 feet south of Hardison Lane to 200 feet north of Prado Verde Drive            |
| Wylie West Intermediate      | Beltway South/FM 707 | 150 feet west of Tuscany Dr to 245 feet east of Hardwick Road                     |
| Wylie West Junior High       | Beltway South/FM707  | 270 feet east of Thompson Parkway to White Boulevard                              |

## School Zone Ordinance in City Code

### Red Line Version

#### Sec. 18-286. - Decreased speed limits—School zones.

(e)

~~In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be forty (40) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets.~~

| School                         | Street                         | Extent                                                                               |
|--------------------------------|--------------------------------|--------------------------------------------------------------------------------------|
| <del>Bassetti Elementary</del> | <del>Hwy. 277 Southbound</del> | <del>530 feet south of Twilight Tr. to 1,970 feet south of Twilight Tr.</del>        |
| <del>Bassetti Elementary</del> | <del>Hwy. 277 Northbound</del> | <del>From 1,030 feet south of Twilight Tr. to 2,370 feet south of Twilight Tr.</del> |

### Black Line Version

d)

In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be thirty-five (35) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets.

| School              | Street     | Extent                                                                            |
|---------------------|------------|-----------------------------------------------------------------------------------|
| Bassetti Elementary | US Hwy 277 | 525 feet south of Twilight Trail to 300 feet north of Butterfield Meadows Parkway |

## Measurement Corrections for Wylie Early Childhood Center School Zone

### Red Line Version

#### **Sec. 18-286. - Decreased speed limits—School zones.**

(d)

In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be thirty-five (35) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets.

| School           | Street                    | Extent                                                          |
|------------------|---------------------------|-----------------------------------------------------------------|
| Wylie Elementary | Buffalo Gap Rd Southbound | 710 feet north of Antilley Rd to 100 feet south of Antilley Rd. |
| Wylie Elementary | Buffalo Gap Rd Northbound | 230 feet south of Antilley Rd to 710 feet north of Antilley Rd. |

### Black Line Version

#### **Sec. 18-286. - Decreased speed limits—School zones.**

(d)

In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be thirty-five (35) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets.

| School                       | Street           | Extent                                                             |
|------------------------------|------------------|--------------------------------------------------------------------|
| Wylie Early Childhood Center | Buffalo Gap Road | 440 feet south of Antilley Road to 640 feet north of Antilley Road |



### School Zone Additions for Wylie Schools

#### Sec. 18-286. - Decreased speed limits—School zones.

(d)

In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be thirty-five (35) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets.

| School                  | Street               | Extent                                                                 |
|-------------------------|----------------------|------------------------------------------------------------------------|
| Wylie East Intermediate | Oldham Lane/FM 1750  | 260 feet south of Hardison Lane to 200 feet north of Prado Verde Drive |
| Wylie West Intermediate | Beltway South/FM 707 | 150 feet west of Tuscan Drive to 245 feet east of Hardwick Road        |
| Wylie West Junior High  | Beltway South/FM 707 | 270 feet east of Thompson Parkway to White Boulevard                   |

**Agenda Item:**  
**Amending “Chapter 18, Article XIII,  
Section 18-286, Decreased Speed  
Limits – School Zones” of the Abilene  
Municipal Code**  
*(Johnson)*



# School Zone Modifications and Additions

- ***Bassetti Elementary*** – Hwy 277
  - Amend code from 40 mph to 35 mph
- ***Wylie Early Childhood Center*** – Buffalo Gap Road
  - Amend code to accurately reflect distance of zone
- ***Wylie East Intermediate*** – Oldham Lane/FM 1750
  - Amend code to add new school zone
- ***Wylie West Intermediate*** – Beltway South/FM 707
  - Amend code to add new school zone
- ***Wylie West Junior High*** – Beltway South/FM 707
  - Amend code to add new school zone



Bassetti School Zone

SCHOOL

SPEED  
LIMIT  
**35**

7:15-8:30 AM  
3:00-4:00 PM

CELL PHONE  
USE  
PROHIBITED  
UP TO \$200 FINE

Hwy 277

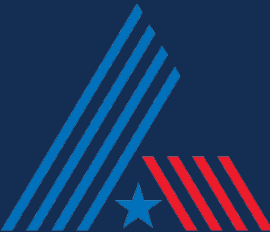
Bassetti Elementary School

SCHOOL

SPEED  
LIMIT  
**35**

7:15-8:30 AM  
3:00-4:00 PM

CELL PHONE  
USE  
PROHIBITED  
UP TO \$200 FINE





Wylie Early Childhood West School Zone

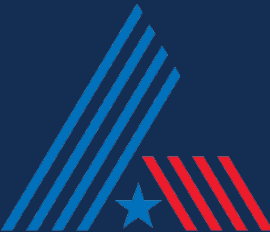
SCHOOL  
SPEED  
LIMIT  
35  
7:15-8:30 AM  
3:00-4:00 PM  
CELL PHONE  
USE  
PROHIBITED  
UP TO \$200 FINE

Buffalo Gap Road/FM 89

Wylie Early Childhood  
Center

Antilley Road

SCHOOL  
SPEED  
LIMIT  
35  
7:15-8:30 AM  
3:00-4:00 PM  
CELL PHONE  
USE  
PROHIBITED  
UP TO \$200 FINE





Wylie East Intermediate School Zone



Wylie East Intermediate  
School

Hardison Ln

SCHOOL  
SPEED  
LIMIT  
35  
7:15-8:30 AM  
3:00-4:00 PM  
CELL PHONE  
USE  
PROHIBITED  
UP TO 2000 FINE

SCHOOL  
SPEED  
LIMIT  
35  
7:15-8:30 AM  
3:00-4:00 PM  
CELL PHONE  
USE  
PROHIBITED  
UP TO 2000 FINE

Oldham Ln



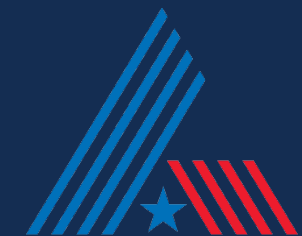
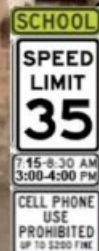


Wylie West Intermediate School Zone

Wylie West Intermediate  
School

Hardwick Rd

Beltway S/FM 707





Wylie West Junior High School Zone



Beltway S/FM 707

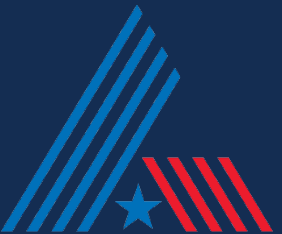
White Blvd

Thompson Pkwy

White Blvd



# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO:** Robert Hanna, City Manager

**FROM:** Tim Littlejohn, Director of Planning & Development Services

**SUBJECT:** **18. Ordinance (First Reading) Z-2022-14:** Receive a Report, Hold a Discussion and Take Action on A Request From Weatherbee Construction Represented By Jacob & Martin To Amend The Terms And Conditions Of Planned Development District Number 104 Specifically Rezone approximate 14.34 acres currently Residential Medium Density to create and add tract 6 of Planned Development District (PD- 104) and modifying PD-104 to add and allow 50' wide residential lots as a permitted use within all tracts, save and except, Lot 1, Block A (MF), Trails of Abilene Addition. *(Tim Littlejohn)*

---

**GENERAL INFORMATION**

Rezone approximately 98.63 acres from Planned Development (PD) and Medium Density to Plan Development (PD) District modifying PD-104 to add 50' wide residential lot potential to the residential mix as a use in all districts that allow residential uses.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends approval.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission approved this request on July 5, 2022.

**ATTACHMENTS:**

1. Z-2022-14 Ordinance amending PD 104
2. PDD-104 Amnd 11-5-15
3. PDD-104 Ordinance 24-2006
4. Exhibit
5. 124 Lytle Place Drive
6. Z-2022-14 PD-104 staff report
7. Z-2022-14 PD-104 PZC Presentation

ORDINANCE NO. \_\_\_\_\_

PAGE 1

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE CITY CODE AND CONCERNING PD-104, A PLANNED DEVELOPMENT DISTRICT, AND ORDINANCE NUMBER 24-2006; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That the Land Development Code of the City of Abilene is hereby amended by changing Ordinance Numbers 24-2006; specifically, 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 ordinance 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 28<sup>th</sup> day of July, 2022.

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 17<sup>th</sup> day of June, 2022, the same being more than fifteen (15) days prior to a public hearing held at the Council Chamber at 555 Walnut St. in Abilene, Texas, at 8:30 a.m. on the 11<sup>th</sup> day of August, 2022, 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 11<sup>th</sup> day of August, 2022.

ATTEST:

\_\_\_\_\_  
Shawna Atkinson,  
CITY SECRETARY

\_\_\_\_\_  
Anthony Williams,  
MAYOR

APPROVED:

\_\_\_\_\_  
Stanley Smith,  
CITY ATTORNEY

ORDINANCE NO. \_\_\_\_\_

Exhibit "A"

3<sup>rd</sup> Amendment to Ordinance No. 24-2006.

PART 5: Legal Description: Tract 6

ADD: BEING 14.34 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 14.34 acre tract being more particularly described as follows:

BEGINNING at a set 1/2" rebar on the WBL of said Northeast 1/4 of Section 62, from whence a 3/8"

rebar found at the Southwest corner of the Northeast 1/4 of said Section 62 and the Northeast corner of a

48.37 acre tract recorded in Volume 3010, Page 154, Official Public Records, Taylor County, Texas,

bears S0°05'23"E 836.78 feet;

THENCE N0°05'23"W 730.53 feet to the SBL of South 27 th Street;

THENCE N89°37'47"E 110.65 feet along the SBL of South 27 th Street to the beginning of a curve to the left;

THENCE along said curve to the left with a radius of 1498.53 feet and a chord bearing and distance of

N74°18'E 792.37 feet to a set 1/2" rebar at the most Northerly Northwest corner of an existing 84.29 acre

tract;

THENCE along the Westerly boundary line of said 84.29 acre tract to set 1/2" rebar as follows:

S10°59'00"W 699.0 feet,

S41°31'05"E 300.67 feet and S87°54'18"W 939.06 feet to the place of beginning and containing 14.34

acres of land.

PART 7: Specific Modifications: The following regulations shall govern the use and development of this Planned Development District:

**ADD: A. Permitted Uses:**

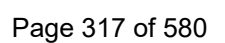
**6. Tract 6:**

Shall develop under the provisions of Residential Medium Density zoning district, except as modified in Part 7.B.14 of this ordinance.

**7. All Tracts Save and except lot 1, Block A, Trails of Abilene Addition:**

PAGE 3

- SCALE: 1 inch = 500 feet



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 22<sup>nd</sup> 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 18<sup>th</sup> 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 5<sup>th</sup> 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 5<sup>th</sup> day of November, A.D. 2015.

ATTEST:

  
CITY SECRETARY

  
MAYOR

APPROVED:

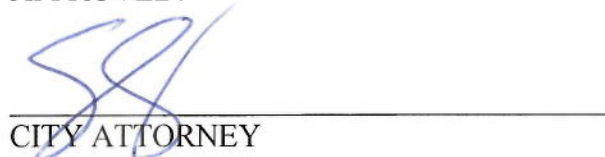
  
CITY ATTORNEY

Exhibit "A"

1<sup>st</sup> 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-



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.

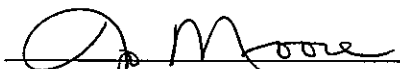
PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, 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 15<sup>th</sup> 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.

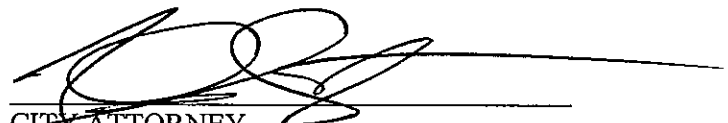
PASSED ON SECOND AND FINAL READING THIS 22nd day of June, A.D. 2006.

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 27<sup>th</sup> Street for the most Northerly Northwest corner of this tract;

**THENCE** along the SBL of South 27<sup>th</sup> 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. 27<sup>th</sup> 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. 27<sup>th</sup> 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. 27<sup>th</sup> 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

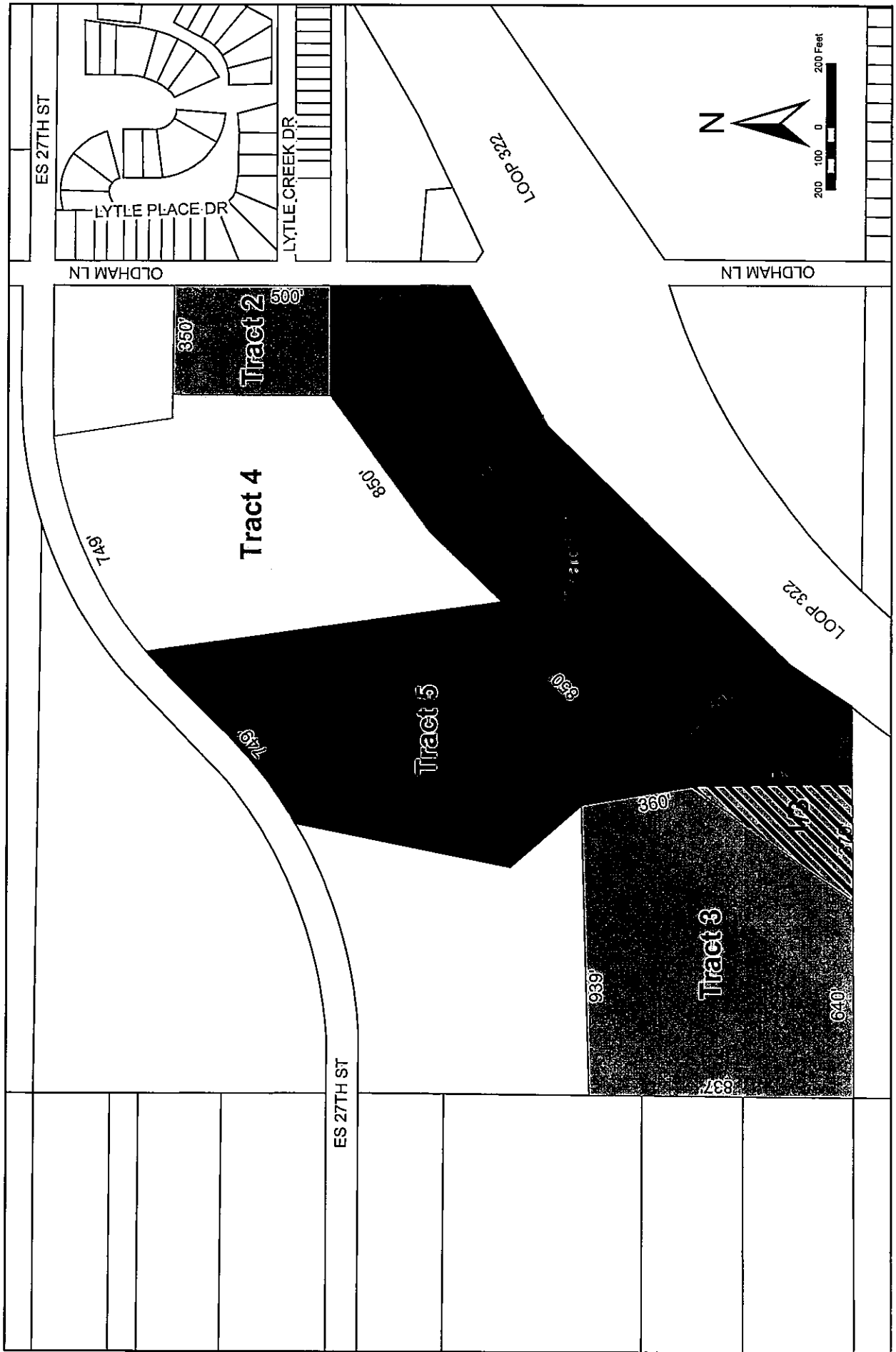
4

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)**

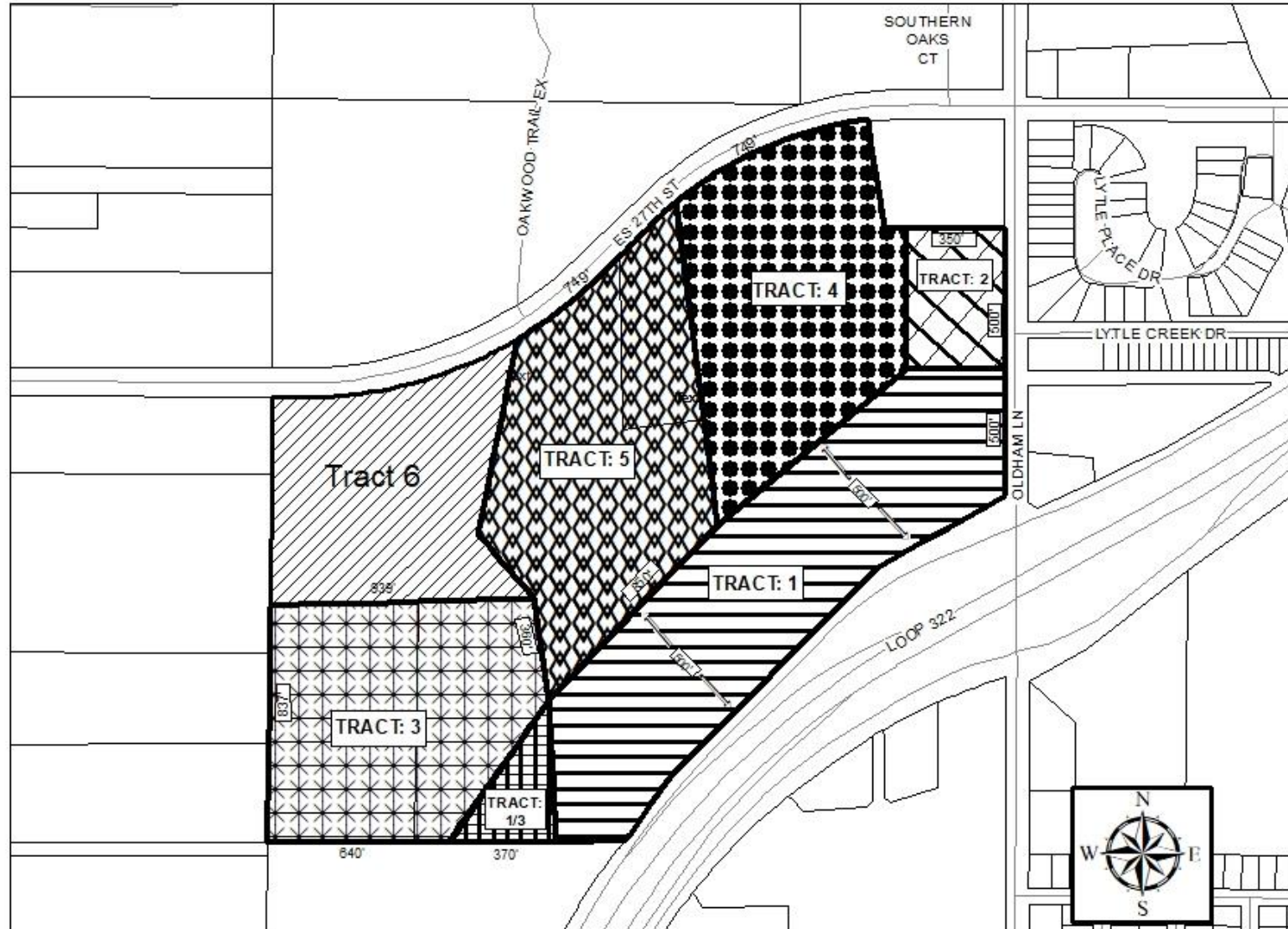
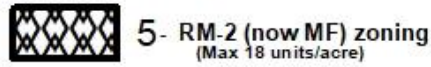
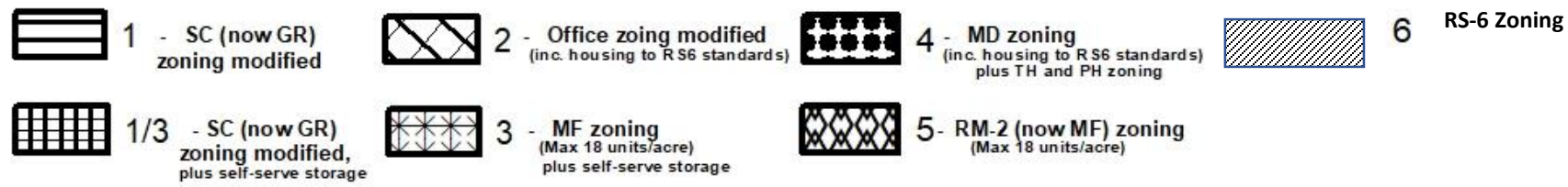
Banking Services (remote automatic)

Credit Unions

Savings and Loan Associations

Travel Arranging and Ticket Services

- END -



TRACT: 4

TRACT: 2

Tract 6

TRACT: 5

TRACT: 1

TRACT: 3

TRACT:  
1/3

LOOP 322

W



# Exhibit B (PD 104)\*

\*AS AMENDED IN 2021

SCALE: 1 inch = 500 feet

For the PLANNING & ZONING COMMISSION

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

**CASE #: Z-2022-14**

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

Name: KNOWLES ROY D & PEGGY J

Parcel I.D.: 32305

Address: 124 LYTLE PLACE DR

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

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: Roy D. Knowles

JUN 29 PM 5:22

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.*

# ZONING CASE Z-2022-14 PD-104

## STAFF REPORT



### Scheduled Hearings

Planning & Zoning Commission: July 5, 2022

City Council 1<sup>st</sup> Reading: July 28, 2022

City Council 2<sup>nd</sup> Reading: August 11, 2022

### Applicant

Owner: Weatherbee Construction, Inc.

Agent: Jacob & Martin, LLC

### Request

The applicant proposes to add 14.34 acres (Tract 6) currently zoned Medium Density (MD) into Planned Development-104 (PD-104) and to allow 50.0-foot widths in the areas of the PD designated for residential development. Both requests require the amendment of PD-104.

### Location

This tract is located at the northwest corner of State Highway Loop 322 with Oldham Lane.

### Background

This property was annexed in 1968 and is vacant. The site was rezoned to PD-104 to allow a mixed use development that will include a shopping center, self-storage, offices, and a mixture of residential uses up to 18 units per acre. East South 27<sup>th</sup> Street and Oldham Lane are major arterial streets and State Highway Loop 322 is a major TXDOT limited access highway. An 8-inch water line is adjacent to the east side of the property in Oldham Lane. A 12-inch water line exists to the north along East South 27<sup>th</sup> Street. 10-inch sewer mains exist on the north, west, and south sides of the property.

### Zoning, Existing and Proposed Land Use

This request will add approximately 14.34 acres (currently a farming operation that fronts onto East South 27<sup>th</sup> Street) into the PD and will allow 50.0-foot lot widths throughout the development. The new 14.34 acres will have a base zoning of RS-6 Residential Single-Family. East South 27<sup>th</sup> Street and Oldham Lane are both Community Enhancement Corridors.

### Criteria Assessment

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

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

The Future Land Use map recommends low density residential and shows that a portion of the site is located within the Community Enhancement Corridor.

**(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 proposed use of the proposed 14.34 acre addition to PD-104 is consistent with the current zoning and the Comprehensive Plan recommendations. Given the existing PD zoning of the property and the intensity of the land uses that will comprise PD-104 the request use (RS-6) and the ability to plat 50.0-foot lots would be appropriate. The inclusion of additional acreage that fronts on an arterial street in a planned development is advantageous for the City.

**(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, as it currently exists, will be adequately served by the existing streets and utilities. The addition of 14.34 acres to the PD would result in approximately 56 new homes to the PD, which is fewer than the existing MD district would allow. Therefore, all of the decisions and assumptions made with respect to roads and access or utilities for this PD will not be affected. A reduction in the lot width requirement to allow 50.0-foot lot widths will not affect the existing infrastructure.

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

No other factors are present that would substantially affect the public health, safety, morals, or general welfare.

**Commission Recommendation:**

Approval.

**Notification**

Pursuant to Section 1.2.2.2 of Abilene's Land Development Code, City staff mailed personal notices on June 21<sup>st</sup>, of 2022, 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.

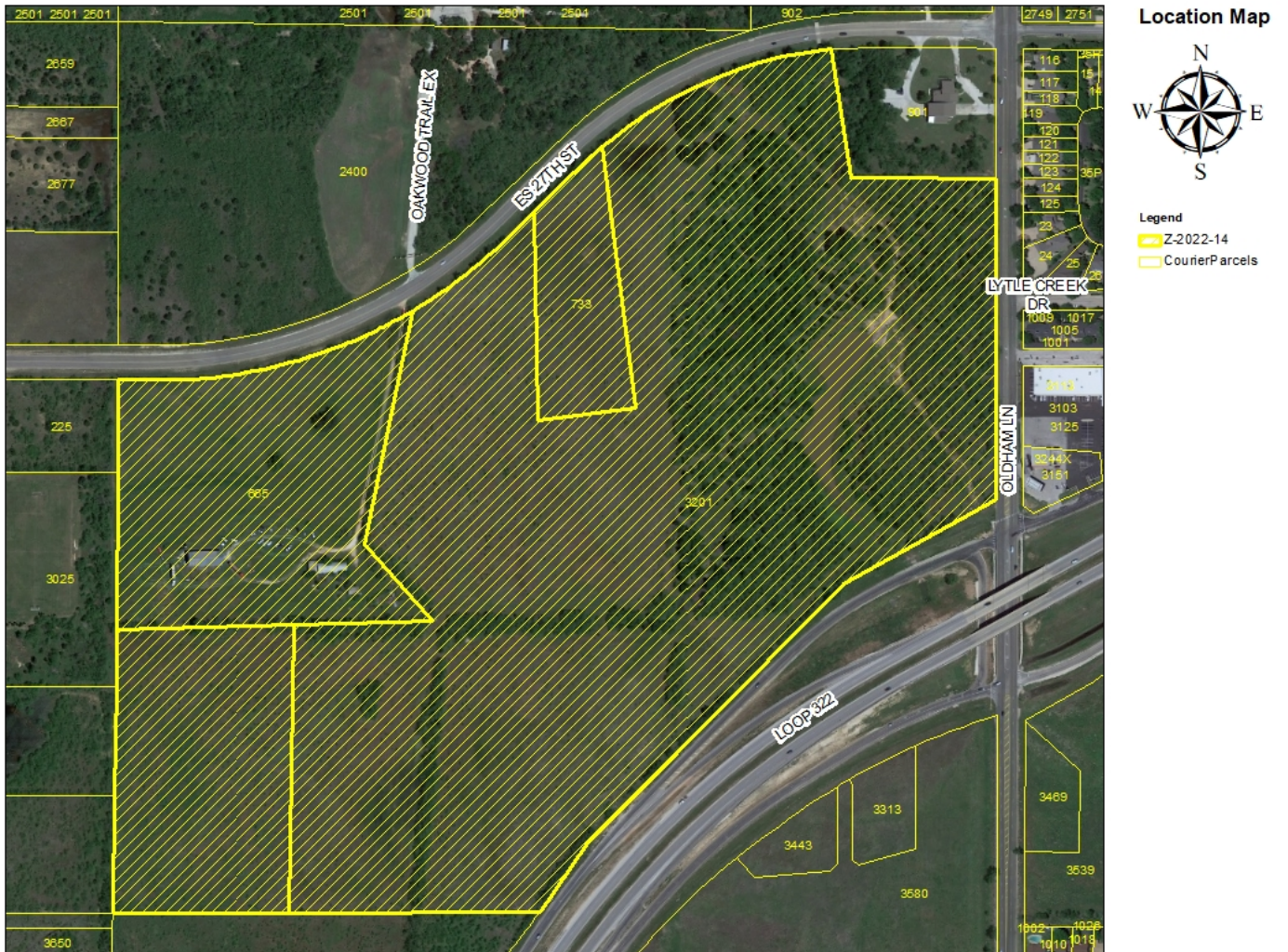


**TABLE 1**  
**Owner/Property ID**

| OWNER                           | PROP_ID | SITUS               | RESPONSE                                                                              |
|---------------------------------|---------|---------------------|---------------------------------------------------------------------------------------|
| 108 REAL ESTATE LLC             | 115052  |                     |                                                                                       |
| 108 REAL ESTATE LLC             | 41496   |                     |                                                                                       |
| ABILENE BIBLE CONFERENCE ASSO   | 40123   | 3125 OLDHAM LN      |                                                                                       |
| ABILENE NATIONAL SOCCER         | 969057  | 3025 MAPLE ST       |                                                                                       |
| ABILENE STATE SCHOOL            | 106963  | 901 ES 27TH ST      |                                                                                       |
| AGUIRRE GILBERT B & DOMINIQUE R | 32441   | 23 LYTLE PLACE DR   |                                                                                       |
| ANDERSON MARTHA                 | 31668   | 119 LYTLE PLACE DR  |                                                                                       |
| BAUGHMAN KENNETH L &            | 31793   | 120 LYTLE PLACE DR  |                                                                                       |
| CITY OF ABILENE                 | 109802  |                     |                                                                                       |
| CUYAHOGA INVESTMENTS LLC        | 32182   | 123 LYTLE PLACE DR  |                                                                                       |
| DAVIS LEONARD E & DIANA K       | 32437   | 125 LYTLE PLACE DR  |                                                                                       |
| HODGE LANELLE E                 | 31930   | 121 LYTLE PLACE DR  |                                                                                       |
| KNOWLES ROY D & PEGGY J         | 32305   | 124 LYTLE PLACE DR  |  |
| MARTIN SCOT A & AMY             | 35905   | 1005 LYTLE CREEK DR |                                                                                       |
| MATHIS LOYD WENDELL & SHIRLEY   | 32448   | 25 LYTLE PLACE DR   |                                                                                       |
| MC DANIEL JACK RUSSELL          | 40350   |                     |                                                                                       |
| OLDHAM OAKS LLC                 | 983854  | 902 ES 27TH ST      |                                                                                       |
| SKINNYS INC                     | 39994   | 3151 OLDHAM LN      |                                                                                       |
| SPRINGER NORMA H                | 32446   | 24 LYTLE PLACE DR   |                                                                                       |
| TITAN TOWERS LP                 | 40474   | 225 ES 27TH ST      |                                                                                       |
| TRINITY BAPTIST CHURCH          | 1005693 |                     |                                                                                       |
| WEATHERBEE CONSTRUCTION INC     | 106962  | 665 ES 27TH ST      |                                                                                       |
| WEATHERBEE CONSTRUCTION INC     | 106800  | 3201 OLDHAM LN      |                                                                                       |
| WEATHERBEE CONSTRUCTION INC     | 1063832 | 733 ES 27TH ST      |                                                                                       |
| WEST CENTRAL TEXAS COUNCIL      | 67052   | 3650 LOOP 322       |                                                                                       |
| WEST CENTRAL TEXAS COUNCIL      | 974626  |                     |                                                                                       |
| WILLIAMS TOMMY                  | 32056   | 122 LYTLE PLACE DR  |                                                                                       |

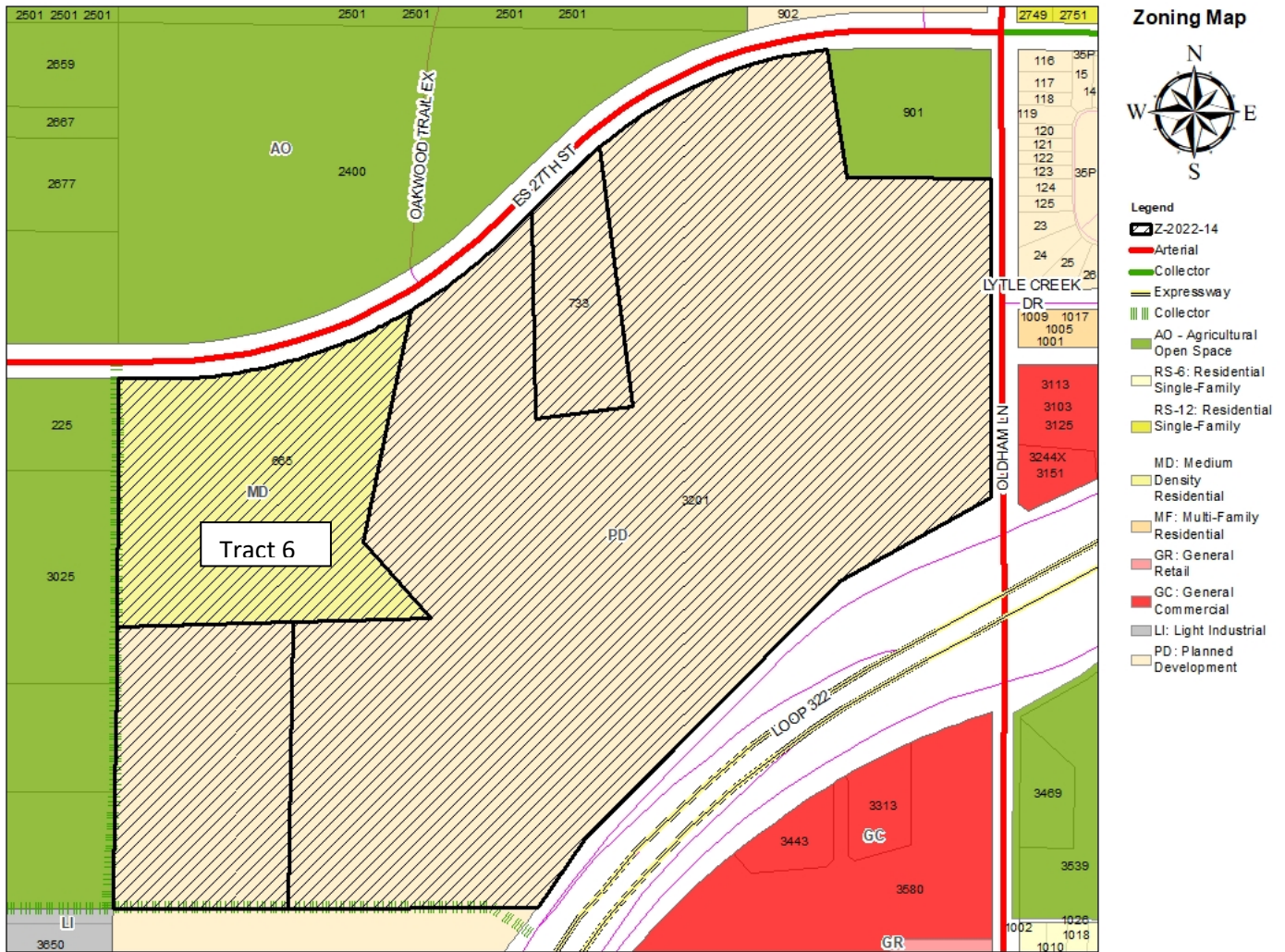
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| ABILENE STATE SCHOOL            | 106963  | 901 ES 27TH ST      |                                                                                     |
| CITY OF ABILENE                 | 109802  |                     |                                                                                     |
| 108 REAL ESTATE LLC             | 115052  |                     |                                                                                     |
| ABILENE NATIONAL SOCCER         | 969057  | 3025 MAPLE ST       |                                                                                     |
| WEST CENTRAL TEXAS COUNCIL      | 974626  |                     |                                                                                     |
| OLDHAM OAKS LLC                 | 983854  | 902 ES 27TH ST      |                                                                                     |
| TRINITY BAPTIST CHURCH          | 1005693 |                     |                                                                                     |
| WEATHERBEE CONSTRUCTION INC     | 1063832 | 733 ES 27TH ST      |                                                                                     |

## LOCATION MAP





## ZONING MAP

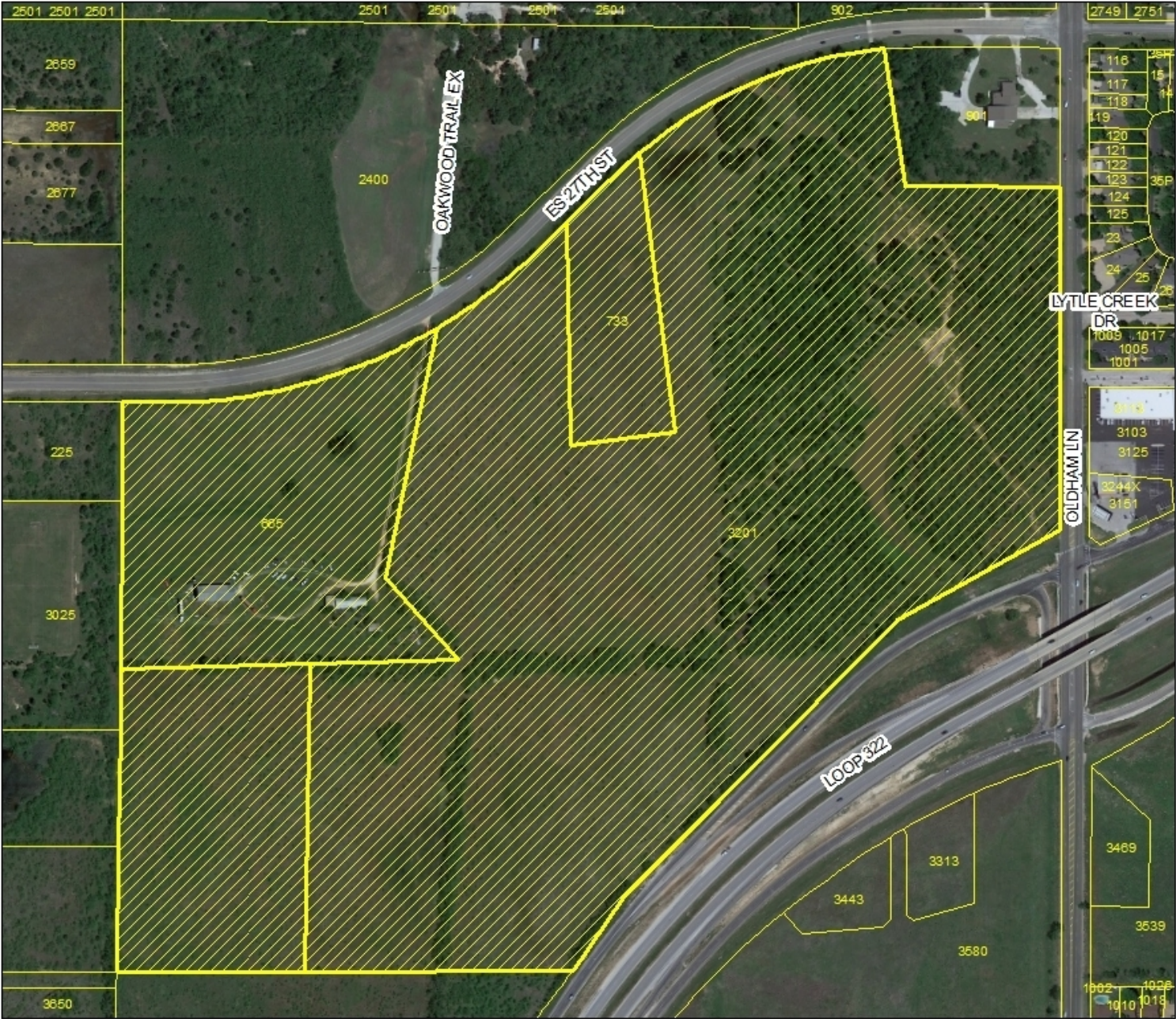


### Attachments

Application  
PowerPoint Presentation

|                               |                                                                                                                                                                                                                                                                                                                |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Case:</b>                  | <b>Z-2022-14 PD-104</b>                                                                                                                                                                                                                                                                                        |
| <b>Owner:</b>                 | Weatherbee Construction, Inc.                                                                                                                                                                                                                                                                                  |
| <b>Agent:</b>                 | Jacob & Martin, LLC                                                                                                                                                                                                                                                                                            |
| <b>• Request:</b>             | Rezone approximate 14.34 acres currently Residential Medium Density to create and add tract 6 of Planned Development District (PD-104) and modifying PD-104 to add and allow 50' wide residential lots as a permitted use within all tracts, save and except, Lot 1, Block A (MF), Trails of Abilene Addition. |
| <b>Location:</b>              | 98.63 Acres of land northwest corner of State Highway Loop 322 and Oldham Lane.                                                                                                                                                                                                                                |
| <b>Notification:</b>          | 0 in Favor, 1 Opposed                                                                                                                                                                                                                                                                                          |
| <b>Planning &amp; Zoning:</b> | July 5, 2022                                                                                                                                                                                                                                                                                                   |
| <b>City Council Hearings:</b> | 1 <sup>st</sup> : July 28th, 2022<br>2 <sup>nd</sup> : August 11 <sup>th</sup> , 2022                                                                                                                                                                                                                          |





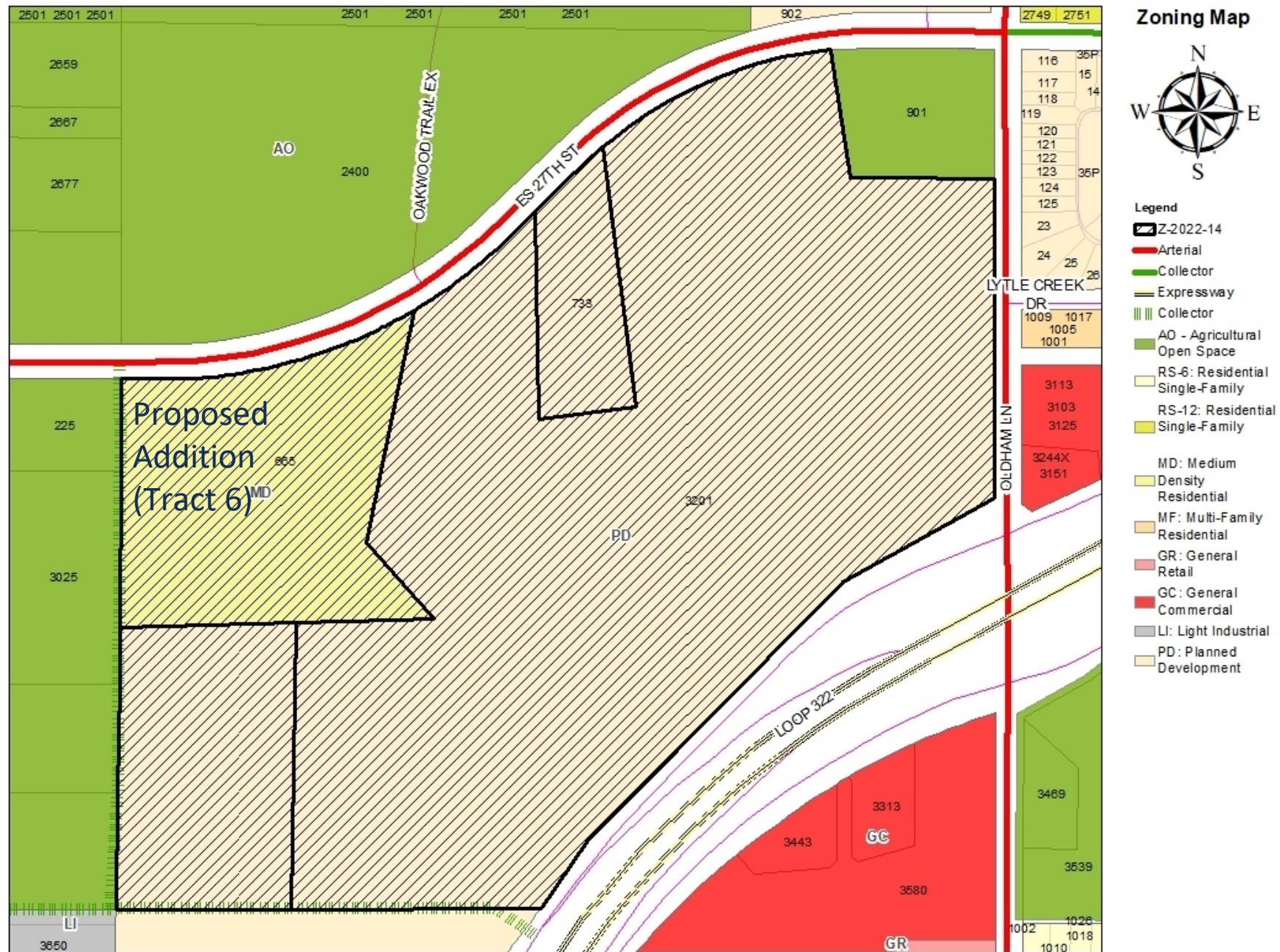
Location Map



Legend

- Z-2022-14
- CourierParcels





# Permitted Uses in MD Zoning (FORMERLY RM-3)

## RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- C Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached
- C Group Home

## ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

## CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

## GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C Rehabilitation Facility
- C Social Service Facility

## EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

## TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

## RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

### LEGEND

P  
C  
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)  
Permitted as a Conditional Use Permit, Requiring Approval by City Council  
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



# Permitted Uses in GR Zoning (Formerly SC)

## **RESIDENTIAL USES:**

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

## **ACCESSORY AND INCIDENTAL USES:**

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

## **CULTURAL AND RECREATIONAL USES:**

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

## **GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:**

- C Ambulance Service
- P Fire/Police Station
- P Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

## **EDUCATIONAL AND RELIGIOUS USES:**

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

## **SERVICE**

- P/C Automobile Wash
- C Funeral Home/ Mortuary/Morgue
- P Kennel (Without Outdoor Pens)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Tattoo Parlor
- P Veterinary Service (small animals)

## **TRADE – RETAIL USES**

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

## **TRANSPORTATION, COMMUNICATION AND UTILITIES:**

- C Antenna Tower- Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Public Utility Facility

## **RESOURCE PRODUCTION AND EXTRACTION USES:**

- P Petroleum or Gas Well
- P Urban Garden

## **LEGEND**

P  
C  
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)  
Permitted as a Conditional Use Permit, Requiring Approval by City Council  
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

# Permitted Uses in O Zoning

## **RESIDENTIAL USES:**

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

## **ACCESSORY AND INCIDENTAL USES:**

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Day Care Operation – Home-Based
- 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)
- P 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:**

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

## **GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:**

- P Fire/Police Station
- C Medical/Dental Laboratory
- P Post Office

## **EDUCATIONAL AND RELIGIOUS USES:**

- C Arts School
- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

## **SERVICE**

- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing

## **TRADE – RETAIL USES**

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Restaurant, Fast Food
- P/C Restaurant, Standard

## **TRANSPORTATION, COMMUNICATION AND UTILITIES:**

- P Automobile Parking Lot or Structure - Commercial
- C Broadcast Studio
- P Public Utility Facility

## **RESOURCE PRODUCTION & EXTRACTION**

- 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 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 MF Zoning (FORMERLY RM-2)

## RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached
- C Group Home

## ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

## CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

## GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C Personal Care Facility
- C Rehabilitation Facility
- C Social Service Facility

## EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

## TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

## RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

### **LEGEND**

P  
C  
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)  
Permitted as a Conditional Use Permit, Requiring Approval by City Council  
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



South View



South View



East View



Neighboring Property (East)

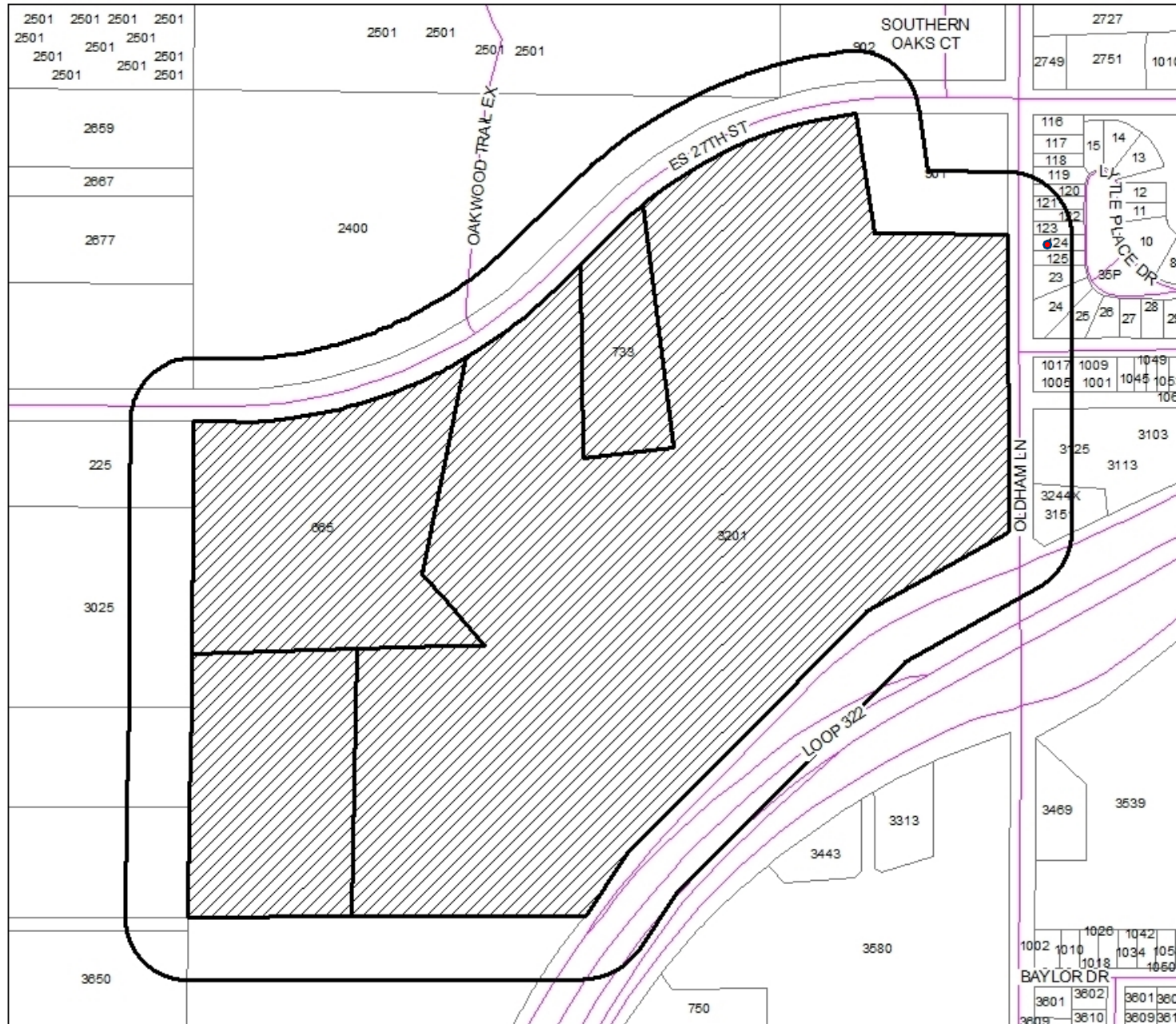


Neighboring Property (North)

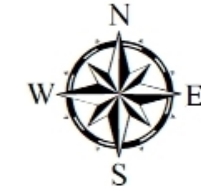




# Z-2022-14 PD-104 NOTIFICATION AREA MAP



Notification Map



Legend

- 200' Notification Buffer
- Z-2022-14

0 - In Favor-

1- Opposed-

0.7% in  
opposition

- 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)
- P&Z Recommends: Approval
- Staff Recommendation: Approval.

# Questions?





**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO:** Tim Littlejohn, Director of Planning & Development Services

**FROM:** Adam Holland, Planner

**SUBJECT:** **19. Ordinance (First Reading) Z-2022-16: Receive a Report, Hold a Discussion and Take Action on A Request From Arete Interests, LLC Represented By Jacob & Martin To Amend The Terms And Conditions Of Planned Development District Number 159A Specifically To Amend The Concept Plan To Allow For More Residential Uses. Legal Description Being Lots 101-109, Block A, Parramore's Subdivision, Abilene In Taylor County, Texas. (Tim Littlejohn)**

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**GENERAL INFORMATION**

Modify the existing concept plan for PDD-159A to allow for more single family attached and patio home development within the district.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends approval.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission approved this request on July 5, 2022.

## **ATTACHMENTS:**

1. Z-2022-16 Ordinance
2. Concept Plan
3. Z-2022-16 PD-159A staff report
4. 726 Beech Street
5. 772 Beech
6. Z-2022-16 PD-159A PZC Presentation

**ORDINANCE NO. \_\_\_\_\_**

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

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

**PART 1:** That the Land Development Code of the City of Abilene is hereby amended by changing Ordinance Numbers 18-2018 and 05-2020 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 28<sup>th</sup> day of July, 2022.

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 11<sup>th</sup> day of June 2022, 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 11<sup>th</sup> day of August 2022, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

**PASSED ON FINAL READING THIS 11<sup>th</sup> day of August, 2022.**

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY





- EXISTING PD TO REMAIN
- LIMITS OF AMENDED PD

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.  
CHECK SCALE & ADJUST ACCORDINGLY.



|           |           |
|-----------|-----------|
| SCALE     | 1" = 100' |
| PROJECT # | 22314     |
| DESIGNED  | CSF       |
| DRAWN     | WAH       |
| CHECKED   | CSF       |



**JACOB  
MARTIN**  
FIRM # F-2440

3465 CURRY LANE  
ABILENE, TX 79606  
325-695-1070  
1508 SANTA FE DR, STE 204  
WEATHERFORD, TX 76086  
817-594-9880  
4920 S. LOOP 289, STE 104  
LUBBOCK, TX 79414  
806-368-6375



# ZONING CASE Z-2022-16 PD-159A

## STAFF REPORT

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### **Scheduled Hearings**

Planning & Zoning Commission: July 5, 2022

City Council 1<sup>st</sup> Reading: July 28, 2022

City Council 2<sup>nd</sup> Reading: August 11, 2022

### **Applicant**

Owner: Arete Interests, LLC

Agent: Jacob & Martin, LLC

### **Request**

Modify the existing concept plan for PD-159A to allow additional single-family attached residential and patio home development.

### **Location**

1.15 acres of vacant land bounded by Beech Street, Parramore Street, Orange Street and N 7<sup>th</sup> Street and is adjacent to the northwest corner of the Central Business District.

### **Background**

This property was annexed in 1895 and is vacant. The property is part of an existing planned development that allows townhome, patio home, and semi-detached single-family residential uses, and a common open space. All of the streets surrounding the tract are local streets. A 6-inch water line is adjacent to the property on the north, south and west. A 6-inch sewer line is located on the west side of the property and an 8-inch line on the south side. The site is also located in the Neighborhood Empowerment Zone.

### **Zoning, Existing and Proposed Land Use**

This request is to amend PD-159A to allow patio homes and semi-detached dwellings over the entire site, instead of limiting portions of the property to just townhomes and common open space.

### **Criteria Assessment**

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

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

The Future Land Use map shows the subject site as Central Business District (CBD).

- (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 proposed uses are consistent with the current zoning and the density of residential uses in this area. Since the CBD adjoins the subject site, a higher density of residential uses is appropriate and satisfies the purposes and objectives of the Neighborhood Empowerment Zone.

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

The subject property is well-integrated with the City's sanitary sewer and water utilities.

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

No other factors are present that would substantially affect the public health, safety, morals, or general welfare.

#### **Commission Recommendation:**

Approval.

#### **Notification**

Pursuant to Section 1.2.2.2 of Abilene's Land Development Code, City staff mailed personal notices on June 21<sup>st</sup>, of 2022, 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/Property ID**

| OWNER                         | PROP_ID | SITUS             | RESPONSE |
|-------------------------------|---------|-------------------|----------|
| 642 BEECH STREET LLC          | 30058   | 642 BEECH ST      |          |
| ABILENE IMPACT GROUP LP       | 15305   | 1330 N 7TH ST     |          |
| ABILENE REGIONAL M H M R      | 14707   | 765 ORANGE ST     |          |
| ABILENE REGIONAL MHMR CENTER  | 15425   | 725 ORANGE ST     |          |
| ADAMS ANNIE RUTH              | 16388   | 750 BEECH ST      |          |
| ALLISON DAVID & BETTY         | 1017281 | 710 ORANGE ST     |          |
| ARETE INTERESTS LLC           | 1062081 |                   |          |
| BECKHAM GUY R & AGNES         | 15663   |                   |          |
| BENNETT BRAD                  | 29711   | 633 BEECH ST      |          |
| BENNETT BRADLEY W & WENDY JO  | 29913   | 641 BEECH ST      |          |
| BROOKS CHRISTOPHER JAMES      | 1017280 | 702 ORANGE ST     |          |
| COOKE JONATHAN & EMILY        | 1017284 | 734 ORANGE ST     |          |
| GLOVER BARRY                  | 30326   | 634 BEECH ST      |          |
| HASS KELLI L                  | 1017283 | 726 ORANGE ST     |          |
| HORTON THOMAS MICHAEL         | 16023   | 760 ORANGE ST     |          |
| KENNEDY TIMOTHY P             | 15902   | 1442 PARRAMORE ST |          |
| MAGDEFRAU HARRISON J &        | 1017282 | 718 ORANGE ST     |          |
| MARTINEZ ISAIAH ROBERT        | 15186   | 1342 N 7TH ST     |          |
| MC MILLAN MARK ET AL          | 15660   | 1441 N 8TH ST     |          |
| MYSTICAL ROSE SERVICES LLC    | 14706   | 1317 N 8TH ST     |          |
| POPE KENNETH & THERESA PATTON | 16512   | 772 BEECH ST      | ○        |
| REED CARSON E & VICKIE L      | 17004   | 704 BEECH ST      |          |
| SEGURA BALDOMERO              | 28622   | 1417 N 7TH ST     |          |
| SPENCER ROBERT FRANK          | 16876   | 726 BEECH ST      | ○        |
| VALDEZ JUAN & ROSA ADRIANA    | 28268   | 609 ORANGE ST     |          |
| WALKE-MULLINS TALITHA         | 15783   | 790 ORANGE ST     |          |
| WIER DAVID & CINDY            | 28743   | 630 ORANGE ST     |          |



| OWNER                         | PROP_ID | SITUS             | RESPONSE                                                                            |
|-------------------------------|---------|-------------------|-------------------------------------------------------------------------------------|
| MYSTICAL ROSE SERVICES LLC    | 14706   | 1317 N 8TH ST     |                                                                                     |
| ABILENE REGIONAL M H M R      | 14707   | 765 ORANGE ST     |                                                                                     |
| MARTINEZ ISAIAH ROBERT        | 15186   | 1342 N 7TH ST     |                                                                                     |
| ABILENE IMPACT GROUP LP       | 15305   | 1330 N 7TH ST     |                                                                                     |
| ABILENE REGIONAL MHMR CENTER  | 15425   | 725 ORANGE ST     |                                                                                     |
| MC MILLAN MARK ET AL          | 15660   | 1441 N 8TH ST     |                                                                                     |
| BECKHAM GUY R & AGNES         | 15663   |                   |                                                                                     |
| WALKE-MULLINS TALITHA         | 15783   | 790 ORANGE ST     |                                                                                     |
| KENNEDY TIMOTHY P             | 15902   | 1442 PARRAMORE ST |                                                                                     |
| HORTON THOMAS MICHAEL         | 16023   | 760 ORANGE ST     |                                                                                     |
| ADAMS ANNIE RUTH              | 16388   | 750 BEECH ST      |                                                                                     |
| POPE KENNETH & THERESA PATTON | 16512   | 772 BEECH ST      |  |
| SPENCER ROBERT FRANK          | 16876   | 726 BEECH ST      |  |
| REED CARSON E & VICKIE L      | 17004   | 704 BEECH ST      |                                                                                     |
| VALDEZ JUAN & ROSA ADRIANA    | 28268   | 609 ORANGE ST     |                                                                                     |
| SEGURA BALDOMERO              | 28622   | 1417 N 7TH ST     |                                                                                     |
| WIER DAVID & CINDY            | 28743   | 630 ORANGE ST     |                                                                                     |
| BENNETT BRAD                  | 29711   | 633 BEECH ST      |                                                                                     |
| BENNETT BRADLEY W & WENDY JO  | 29913   | 641 BEECH ST      |                                                                                     |
| 642 BEECH STREET LLC          | 30058   | 642 BEECH ST      |                                                                                     |
| GLOVER BARRY                  | 30326   | 634 BEECH ST      |                                                                                     |
| BROOKS CHRISTOPHER JAMES      | 1017280 | 702 ORANGE ST     |                                                                                     |
| ALLISON DAVID & BETTY         | 1017281 | 710 ORANGE ST     |                                                                                     |
| MAGDEFRAU HARRISON J &        | 1017282 | 718 ORANGE ST     |                                                                                     |
| HASS KELLI L                  | 1017283 | 726 ORANGE ST     |                                                                                     |
| COOKE JONATHAN & EMILY        | 1017284 | 734 ORANGE ST     |                                                                                     |
| ARETE INTERESTS LLC           | 1062081 |                   |                                                                                     |

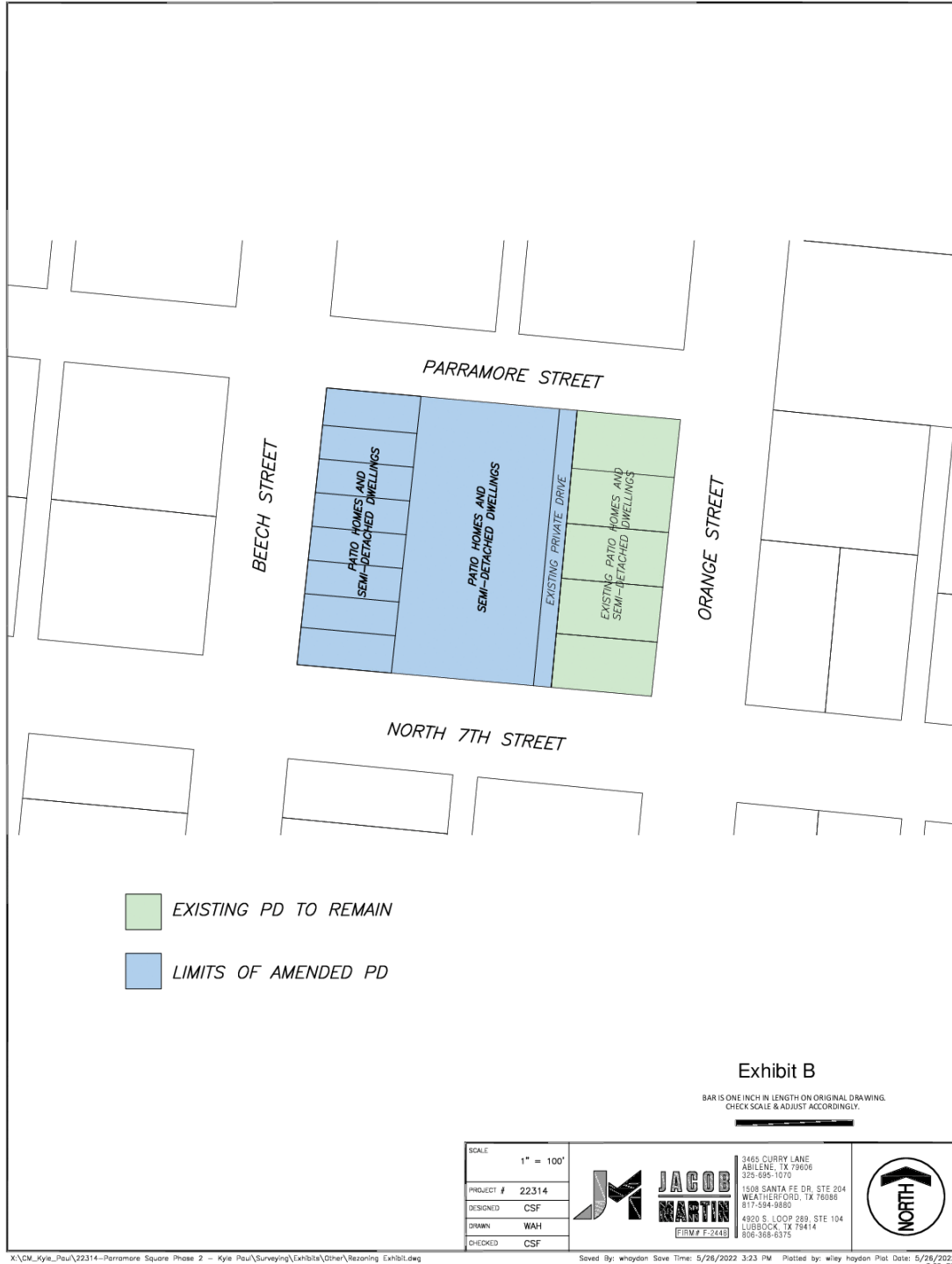
## LOCATION MAP



ZONING MAP



# CONCEPT PLAN DETAILED ZONING MAP





**Attachments**  
Application  
PowerPoint Presentation





Farr, Melissa &lt;melissa.farr@abilenetx.gov&gt;

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**[Planning] Zoning Application Number Z-2022-16**

1 message

**'Robert Spencer' via Planning Services** <planning@abilenetx.gov>

Mon, Jul 4, 2022 at 7:29 PM

Reply-To: Robert Spencer &lt;robbiespencer86@icloud.com&gt;

To: planning@abilenetx.gov

Greetings to those on The Planning and Zoning Commission:

Thank you for your recent notification of the upcoming public hearing on July 5, 2022. Since I am working and unable to attend, I wanted to submit my comments regarding the request from Arête Interests, LLC for amendment to the terms and conditions of the Concept plan to allow for more residential uses.

To my recollection, the current plan is to design and build 4 duplex homes that would face Beech St. I am not certain as to the design or blue print layout of these homes and if the duplexes have front driveways/garages or if they have a rear driveway/garage. It has also been my understanding that there would be a small park area for the residents of those complexes and the owners of the new urban homes facing Orange St. to enjoy for cookouts and recreation that would be fenced off on Paramore as it has on the North 7th side.

I wish to submit my concern for increasing the number of duplex units to greater than 8 due to the number of vehicles that would be potentially owned or used by those residents. The number of vehicles that would potentially be parked on Beech, Paramore and North 7th would add to congestion and be targets for theft not only to the vehicles but to all the homes in this historic area.

In 2017, the US Department of Transportation reported that there were 1.88 cars per US household. This number does not include those vehicles strictly driven for work purposes. According to "Governing the States and Localities" printed in 2019, Abilene, Texas had 1.71 vehicles per household in 2015 and 1.69 in 2017. This is a minimal decrease and would continue to be a concern with greater than 8 duplexes.

Thank you for allowing me to state my position in the continuing development of this historic neighbourhood as Abilene presses forward towards the renovation and restoration of the downtown area.

Robert Frank Spencer  
726 Beech St  
[robbiespencer86@gmail.com](mailto:robbiespencer86@gmail.com)

Sent from my iPhone

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to [planning+unsubscribe@abilenetx.gov](mailto:planning+unsubscribe@abilenetx.gov).

To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/963146D3-B3D9-408E-8ABF-A337335913FD%40icloud.com>.



Holland, Adam &lt;adam.holland@abilenetx.gov&gt;

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**[Planning] Parcel I.D. 16512**

---

**Kenneth Pope** <ken@popehorns.com>

Wed, Jun 29, 2022 at 2:00 PM

To: "planning@abilenetx.gov" &lt;planning@abilenetx.gov&gt;

My wife (Theresa) and I oppose the change in the project. The north side of town, as everyone knows, is less affluent than the south side, and packing more and more people in there in such close quarters, will only continue to highlight the differences between the North and South sides of town.

Ken Pope

[772 Beech St.](#)

---

**Kenneth Pope**

Pope Horns Inc.



617-522-0532

[80 Wenham St.](#)[Boston, MA 02130](#)<http://www.PopeHorns.com>

--

You received this message because you are subscribed to the Google Groups "Planning Services" group.

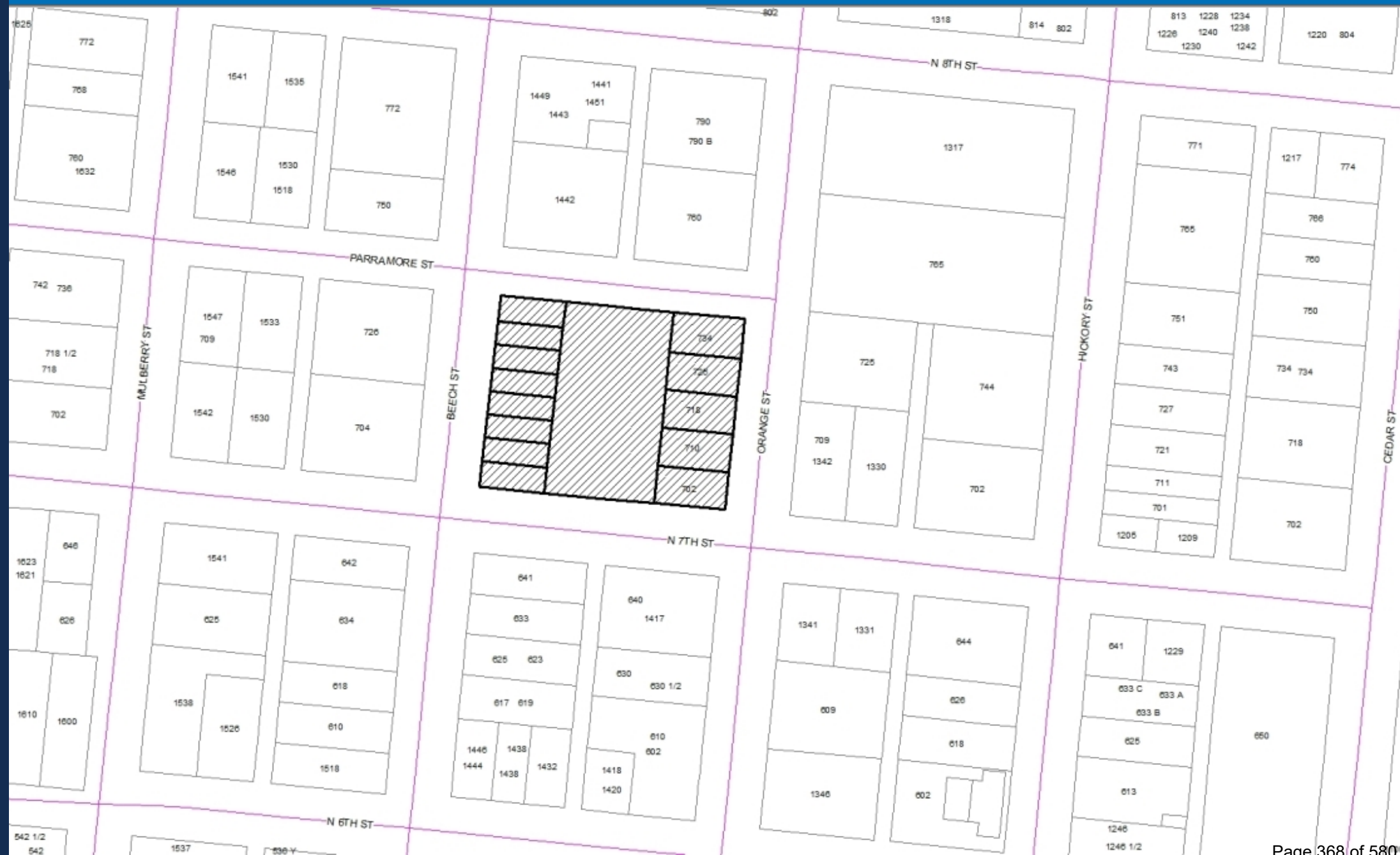
To unsubscribe from this group and stop receiving emails from it, send an email to [planning+unsubscribe@abilenetx.gov](mailto:planning+unsubscribe@abilenetx.gov).

To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/MN2PR10MB3309D1D8300A0C680081A34BB7BB9%40MN2PR10MB3309.namprd10.prod.outlook.com>.

|                               |                                                                                                     |
|-------------------------------|-----------------------------------------------------------------------------------------------------|
| <b>Case:</b>                  | <b>Z-2022-16 PD-159A</b>                                                                            |
| <b>Owner:</b>                 | Arete Interests, LLC                                                                                |
| <b>Agent:</b>                 | Jacob & Martin, LLC                                                                                 |
| <b>Request:</b>               | An amendment to the concept plan to allow single-family attached and patio home uses.               |
| <b>Location:</b>              | Between Beech, Parramore, and North 7 <sup>th</sup> Streets and west of lots adjacent to Orange St. |
| <b>Public Input:</b>          | 0 in favor, 2 opposed                                                                               |
| <b>Planning &amp; Zoning:</b> | July 5, 2022                                                                                        |
| <b>City Council Hearings:</b> | 1 <sup>st</sup> : July 28th, 2022<br>2 <sup>nd</sup> : August 11 <sup>th</sup> , 2022               |

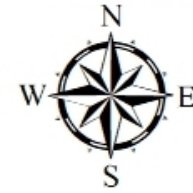


# Z-2022-16 PD-159A LOCATION MAP





Location Map



Legend

- Z-2022-16
- CourierParcels







CONCEPTUAL PLAN. MUST MEET ALL DEVELOPMENT STANDARDS

# Permitted Uses in TH Zoning

## **RESIDENTIAL USES:**

- C Bed & Breakfast
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- P Dwelling – Townhome

## **ACCESSORY AND INCIDENTAL USES:**

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- 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 Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

## **GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:**

- P Community Home
- P Fire/Police Station

## **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



East View



North View



West View



Neighboring Property (West)



Neighboring Property (North)



# Z-2022-16 PD-159A NOTIFICATION AREA MAP



Notification Map



Legend

- Z-2022-16
- 200' Buffer

0 - In Favor-

2- Opposed-

**0.51% in opposition**

The request is consistent with:

- The *Comprehensive Plan*;
- The surrounding zoning and land uses;
- Generally accepted urban planning principals; and
- Satisfies the Criteria for Approval of the LDC.

P&Z Recommends: Approval.



# Questions?



**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO:** Robert Hanna, City Manager

**FROM:** Tim Littlejohn, Director of Planning & Development Services

**SUBJECT:** **20. Ordinance (First Reading) Z-2022-17:** Receive a Report, Hold a Discussion and Take Action on A Request From Grace Tabernacle Church Represented By Nancy Brown And Gene Dezell To Change Zoning From Residential Single Family (RS-6) To Neighborhood Retail (NR), On Approximately .62 Acres In South Abilene, Legal Description Being Lots 5-8, Block 15, Campus Addition, Abilene, Taylor County, Texas. *(Tim Littlejohn)*

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**GENERAL INFORMATION**

Rezone from Residential Single-Family (RS-6) to Neighborhood Retail (NR).

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends approval.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission approved this request on July 5, 2022.

**ATTACHMENTS:**

1. Ordinance
2. Z-2022-17 staff report
3. Z-2022-17 PZC presentation

**ORDINANCE NO. \_\_\_\_\_**

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

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

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

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

**PART 3:** That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto. PASSED ON FIRST READING the 28<sup>th</sup> day of July, 2022

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 11<sup>th</sup> day of June 2022, 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 11<sup>th</sup> day of August 2022, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

**PASSED ON FINAL READING THIS 11<sup>th</sup> day of August, 2022.**

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

## EXHIBIT A

Change the zoning district classification of Lot 5-8, Block 15, from a Residential Single Family (RS -6) to Neighborhood Retail (NR) district.

**Location:** Lot 5-8,Block 15



**END**

# ZONING CASE Z-2022-17

## STAFF REPORT

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### Scheduled Hearings

Planning & Zoning Commission: July 5, 2022

City Council 1<sup>st</sup> Reading: July 28, 2022

City Council 2<sup>nd</sup> Reading: August 11, 2022

### Applicant

Owner: Grace Tabernacle Church

Agent: Nancy Brown and Gene Dezell

### Request

Rezone from Residential Single-Family (RS-6) to Neighborhood Retail (NR).

### Location

1434 and 1452 Marshall St.

### Background

This property was annexed in 1946. The northern property has remained vacant since annexation. A church was constructed on the southern part of the property in 1981. The subject property is bounded by Marshall Street on the east and South 15<sup>th</sup> Street on the south. Rezoning is requested to allow a daycare-center.

### Zoning and Existing Land Use

The current zoning and land uses of site and the surrounding area is illustrated on the maps included in this report. Properties to the north are zoned General Commercial (GC). A nonconforming single-family dwelling and daycare is located to the north. Property zoned Multi-Family Residential (MF) district west of the site is used as an apartment complex. Properties east and south of the site are zoned Residential Single-Family (RS-6). The properties to the east are vacant and used as single-family residential. The McMurry University campus is one block to the east.

### Criteria Assessment

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

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

The Future Land Use map designates the subject property and its surroundings to be in a Community Enhancement Corridor along South 14<sup>th</sup> Street. This request is generally consistent with the land-use policies of Abilene's Comprehensive Plan and Community Enhancement Corridor.

- (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 uses permitted by the proposed zone change are consistent with the surrounding properties in the immediate vicinity.

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

The subject property has direct access to a 6" sanitary sewer main and a 6" water main in the alley between South 14<sup>th</sup> Street and South 15<sup>th</sup> Street. These existing utilities will continue to provide adequate service to the site.

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

No other factors are present that would substantially affect the public health, safety, morals, or general welfare.

#### **Commission Recommendation:**

Approval.

#### **Notification**

Pursuant to Section 1.2.2.2 of Abilene's Land Development Code, City staff mailed personal notices on June 21<sup>st</sup>, of 2022, 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.

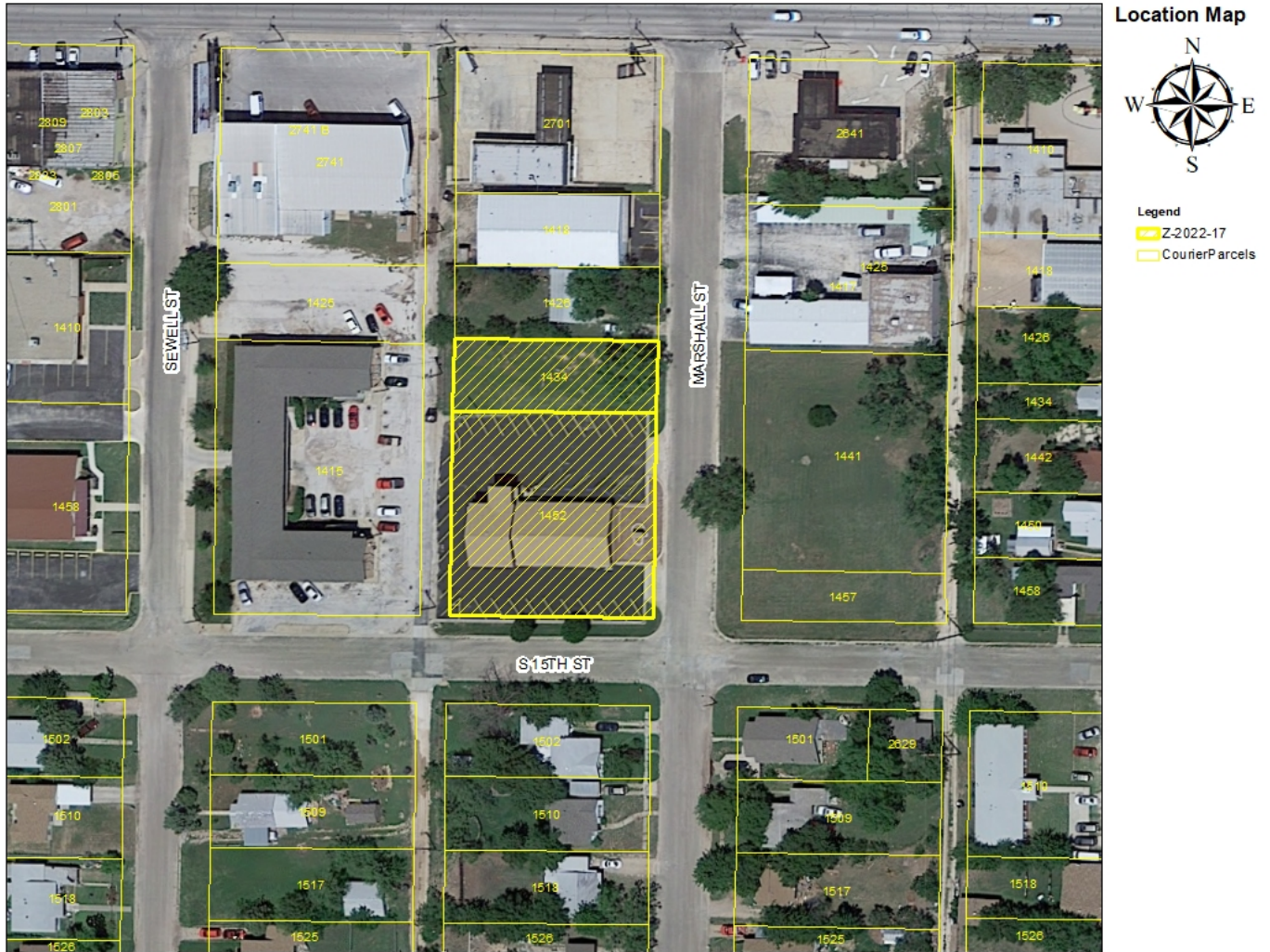
**TABLE 1**  
**Owner/Property ID**

| OWNER                               | PROP_ID | SITUS            | RESPONSE |
|-------------------------------------|---------|------------------|----------|
| COLLAZO MARIA G                     | 43337   | 1509 SEWELL ST   |          |
| COLLAZO MARIA GUADALUPE             | 43451   | 1501 SEWELL ST   |          |
| GGTP LLC                            | 40181   | 2741 B S 14TH ST |          |
| GRACE MINISTRIES OF ABILENE         | 39801   | 1452 MARSHALL ST |          |
| GRACE TABERNACLE CHURCH             | 39671   | 1434 MARSHALL ST |          |
| HILL JOHN A                         | 97032   | 1425 SEWELL ST   |          |
| HILL JOHN A & MOLLY                 | 40036   | 1415 SEWELL ST   |          |
| JANNAHS REAL ESTATE LLC & AL WAHBAN | 38976   | 2641 S 14TH ST   |          |
| JGN PROPERTIES LLC - SERIES F1      | 37243   | 1517 MARSHALL ST |          |
| LAYTON MARK E & DIANA S             | 38720   | 1417 MARSHALL ST |          |
| MADORE DAVID                        | 39317   | 2701 S 14TH ST   |          |
| MAVERICK RIP LLC SERIES G           | 38603   | 1441 MARSHALL ST |          |
| MAVERICK RIP LLC SERIES G           | 38472   | 1457 MARSHALL ST |          |
| MC LEOD JON COLE                    | 43218   | 1517 SEWELL ST   |          |
| MILNE ALAN L                        | 37377   | 1509 MARSHALL ST |          |
| OLSEN KIRSTIAN                      | 39551   | 1426 MARSHALL ST |          |
| OVERLAND CAROL                      | 41583   | 1502 MARSHALL ST |          |
| RCD HOLDINGS LLC                    | 41826   | 1518 MARSHALL ST |          |
| SONSHINE KIDS CHILD CARE CENTER LLC | 39438   | 1418 MARSHALL ST |          |
| SPINKS BB                           | 41711   | 1510 MARSHALL ST |          |
| STEVENS JOHN W                      | 37493   | 2629 S 15TH ST   |          |
| STONEHENGE LLC                      | 100805  | 1501 MARSHALL ST |          |



| OWNER                               | PROP_ID | SITUS            | RESPONSE |
|-------------------------------------|---------|------------------|----------|
| JGN PROPERTIES LLC - SERIES F1      | 37243   | 1517 MARSHALL ST |          |
| MILNE ALAN L                        | 37377   | 1509 MARSHALL ST |          |
| STEVENS JOHN W                      | 37493   | 2629 S 15TH ST   |          |
| MAVERICK RIP LLC SERIES G           | 38472   | 1457 MARSHALL ST |          |
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| SONSHINE KIDS CHILD CARE CENTER LLC | 39438   | 1418 MARSHALL ST |          |
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| GRACE MINISTRIES OF ABILENE         | 39801   | 1452 MARSHALL ST |          |
| HILL JOHN A & MOLLY                 | 40036   | 1415 SEWELL ST   |          |
| GGTP LLC                            | 40181   | 2741 B S 14TH ST |          |
| OVERLAND CAROL                      | 41583   | 1502 MARSHALL ST |          |
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| MC LEOD JON COLE                    | 43218   | 1517 SEWELL ST   |          |
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| COLLAZO MARIA GUADALUPE             | 43451   | 1501 SEWELL ST   |          |
| HILL JOHN A                         | 97032   | 1425 SEWELL ST   |          |
| STONEHENGE LLC                      | 100805  | 1501 MARSHALL ST |          |

## LOCATION MAP



## ZONING MAP



### Attachments

Application  
PowerPoint Presentation  
Graphic Concept Plan

## ZONING REQUEST

|                               |                                                                                                    |
|-------------------------------|----------------------------------------------------------------------------------------------------|
| <b>Case:</b>                  | <b>Z-2022-17</b>                                                                                   |
| <b>Owner:</b>                 | Grace Tabernacle Church                                                                            |
| <b>Agent:</b>                 | Nancy Brown and Gene Dezell                                                                        |
| <b>Request:</b>               | Rezone from Residential Single-Family (RS-6) to Neighborhood Retail (NR).                          |
| <b>Location:</b>              | 1434 and 1452 Marshall Street                                                                      |
| <b>Notification:</b>          | 0 in Favor, 0 Opposed                                                                              |
| <b>Planning &amp; Zoning:</b> | July 5, 2022                                                                                       |
| <b>City Council Hearings:</b> | 1 <sup>st</sup> : July 28 <sup>th</sup> , 2022<br>2 <sup>nd</sup> : August 11 <sup>th</sup> , 2022 |





# Z-2022-17 CURRENT ZONING MAP



# Permitted Uses in NR Zoning

## **RESIDENTIAL USES:**

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

## **ACCESSORY AND INCIDENTAL USES:**

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

## **CULTURAL AND RECREATIONAL USES:**

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

## **GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:**

- P Fire/Police Station
- C Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

## **EDUCATIONAL AND RELIGIOUS USES:**

- P Arts School
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P School: Public/Private

## **SERVICE**

- C Automobile Wash
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services (indoor)
- C Tattoo Parlor
- P Veterinary Service (small animals)

## **TRADE – RETAIL USES**

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

## **TRANSPORTATION, COMMUNICATION AND UTILITIES:**

- C Broadcast Studio
- P Public Utility Facility

## **RESOURCE PRODUCTION AND EXTRACTION USES:**

- P Petroleum or Gas Well
- P Urban Garden

## **LEGEND**

P  
C  
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)  
Permitted as a Conditional Use Permit, Requiring Approval by City Council  
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



## Z-2022-17 VIEWS OF SUBJECT & ADJACENT PROPERTIES

Subject Property East View



Subject Property South View



Neighboring Property West



Neighboring Property North



Neighboring Property West View

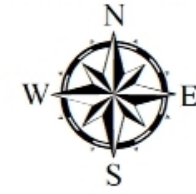




# Z-2022-17 NOTIFICATION AREA MAP



Notification Map



Legend

- 200' Buffer
- Z-2022-17

0 - In Favor-

0- Opposed-

**0% in opposition**

- 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)
- P&Z Recommends: Approval
- Staff Recommendation: Staff recommends approval.

# Questions?



**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO:** Robert Hanna, City Manager

**FROM:** Tim Littlejohn, Director of Planning & Development Services

**SUBJECT:** **21. Ordinance (First Reading) CUP-2022-06:** Receive a Report, Hold a Discussion and Take Action on A Request From Patrick Batten Represented By Rylie Batten For Approval Of A Conditional Use Permit Allowing A Group Home (A.K.A. Halfway House) On Approximately .16 Acres Of Residential Medium Density (MD) District at 1242 Orange St In North Abilene, Legal Description Being Lot 12 In Block F Of Steffens & Lowden, Abilene, Taylor County, Texas. *(Tim Littlejohn)*

---

**GENERAL INFORMATION**

Add a Conditional Use Permit (CUP) to allow for a Halfway House (Group Home) on .16 acres of land zoned Residential Medium Density (MD).

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends approval.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission approved this request on July 5, 2022.

## **ATTACHMENTS:**

1. CUP ordinance
2. CUP-2022-06 Staff Report
3. Concept Plan Waiver 2022-06
4. 1234 Orange Street
5. 1310 Orange Street
6. 1241 Beech Street
7. 1241 Orange Street
8. 1301 Orange Street
9. CUP-2022-06 PZC presentation

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING CERTAIN PROPERTY; 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 approving a Conditional Use Permit (CUP) 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 28<sup>rd</sup> day of July 2022.

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 11<sup>th</sup> day of June 2022, 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 11<sup>th</sup> day of August 2022, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

**PASSED ON FINAL READING THIS** 11<sup>th</sup> day of August 2022.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

**ORDINANCE NO.** \_\_\_\_\_

## EXHIBIT A

Approve a Conditional Use Permit (CUP) to allow a Halfway House (Group Home) to be located on property zoned Medium Density (MD).

Legal description being Lot 12, Block F of the Stephens & Lowden Addition, City of Abilene, Taylor County, Texas.

Located at 1242 Orange Street, Abilene, Taylor County, Texas.



**END**



# ZONING CASE CUP-2022-06

## STAFF REPORT

---



### Scheduled Hearings

Planning & Zoning Commission: July 5, 2022

City Council 1<sup>st</sup> Reading: July 28, 2022

City Council 2<sup>nd</sup> Reading: August 11, 2022

### Applicant

Owner: Patrick Batten

Agent: Rylie Batten

### Request

A Conditional Use Permit (CUP) to allow a Halfway House (Group Home) on 0.16 acres zoned Residential Medium Density (MD).

### Location

1242 Orange Street, on Lot 12, Block F of the Steffens & Lowden Addition.

### Background

The subject property was annexed in 1895 and is located in the Neighborhood Empowerment Zone.

The owner proposes a halfway house, which is permitted in the Residential Medium Density (MD) District subject to the approval of a CUP.

### Zoning and Existing Land Use

The attached exhibits illustrate that all of existing zoning is MD, with residential uses and some vacant lots. The existing building appears to have two separate dwelling units.

### Criteria Assessment

Staff reviewed the request based upon the factors set out in Section 1.4.3.5 of the Land Development Code, as described below

**1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.**

The Future Land Use and Development Plan Map identifies this area as Low Density Residential. The Comprehensive Plan encourages infill and redevelopment of existing development, as does the Neighborhood Empowerment Zone.

The proposed zoning map amendment will implement the goals, objectives, and policies of the Comprehensive Plan and the Future Land Use map.

**2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations**

A half-way house at this location would be consistent with the general purposes of the Residential Medium Density District.

3. **The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.**

The proposed use is appropriate at this location and should not create adverse impacts on the surrounding area. The use should have a similar intensity to the adjacent uses.

4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**

The proposed use should generate pedestrian and vehicular traffic that is comparable to the other residences in this neighborhood.

5. **The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.**

The proposed use will not be of an intensity that would require any traffic improvements.

6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**

The subject site will function as a residence and does not require any improvements to fit in with the surrounding neighborhood.

7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**

Yes, no variations from the standards for the zoning district are necessary to render the use compatible with adjoint development and the neighborhood.

#### **Commission Recommendation:**

Approval.

#### **Notification**

Pursuant to Section 1.2.2.2 of the Land Development Code, staff mailed personal notices on June 23, 2022 (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, as are the responses of the owners regarding the proposed CUP.

TABLE 1

## Owner/Property ID

| OWNER                             | PROP_ID | SITUS                | RESPONSE |
|-----------------------------------|---------|----------------------|----------|
| ABOR JEROME                       | 45122   | 1301 ORANGE ST       | O        |
| BATTEN PATRICK & ERICA            | 48713   | 1242 ORANGE ST APT 1 |          |
| CANO GABINO & ELIA                | 46331   | 1342 N 12TH ST       |          |
| DALZELL DAVID E                   | 45826   | 1233 ORANGE ST       |          |
| DAVILA DANIEL GUARJARDO           | 41548   | 1317 BEECH ST        |          |
| DELEON THELMA E                   | 44588   | 1309 BEECH ST        |          |
| DUARTE YENI M                     | 47586   | 1217 BEECH ST        |          |
| ELROD JAMES T & ELOIS E LF<br>EST | 45697   | 1241 ORANGE ST       | O        |
| FLORES RICKY V                    | 44715   | 1442 N 13TH ST       |          |
| GIRTZ HERMAN ROBERT               | 47712   | 1209 BEECH ST        |          |
| JGN PROPERTIES LLC SERIES D1      | 46084   | 1217 ORANGE ST       |          |
| JOHNSON RON L                     | 47469   | 1225 BEECH ST        |          |
| JONES RODERICK L                  | 48437   | 1226 ORANGE ST       |          |
| JUAREZ JOSIE                      | 44960   | 1310 ORANGE ST       | <u>O</u> |
| LANDEROS ROSIE                    | 48308   | 1218 ORANGE ST       |          |
| LARRAGA ANGEL ORTIZ &             | 48073   | 1202 ORANGE ST       |          |
| OKELLO BRENDA JOSIE               | 48586   | 1234 ORANGE ST       | O        |
| PEREZ MARY ANN                    | 45954   | 1225 ORANGE ST       |          |
| PISTOLE JAMES J                   | 39877   | 1317 ORANGE ST       |          |
| R & P RENTAL PROPERTIES LLC       | 47213   | 1241 BEECH ST        | O        |
| REVELL TOMIE G                    | 41675   | 1318 ORANGE ST       |          |
| ROBERSON CLAYTON TYLER &          | 48191   | 1210 ORANGE ST       |          |
| RODRIQUEZ MARIA ROSARIO           | 46465   | 1334 N 12TH ST       |          |
| TORRES JOSE A                     | 47348   | 1233 BEECH ST        |          |
| VALENZUELA JUANITA F              | 44826   | 1302 ORANGE ST       |          |

| OWNER                             | PROP_ID | SITUS                | RESPONSE |
|-----------------------------------|---------|----------------------|----------|
| PISTOLE JAMES J                   | 39877   | 1317 ORANGE ST       |          |
| DAVILA DANIEL GUARJARDO           | 41548   | 1317 BEECH ST        |          |
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| FLORES RICKY V                    | 44715   | 1442 N 13TH ST       |          |
| VALENZUELA JUANITA F              | 44826   | 1302 ORANGE ST       |          |
| JUAREZ JOSIE                      | 44960   | 1310 ORANGE ST       | <u>O</u> |
| ABOR JEROME                       | 45122   | 1301 ORANGE ST       | O        |
| ELROD JAMES T & ELOIS E LF<br>EST | 45697   | 1241 ORANGE ST       | O        |
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| LANDEROS ROSIE                    | 48308   | 1218 ORANGE ST       |          |
| JONES RODERICK L                  | 48437   | 1226 ORANGE ST       |          |
| OKELLO BRENDA JOSIE               | 48586   | 1234 ORANGE ST       | O        |
| BATTEN PATRICK & ERICA            | 48713   | 1242 ORANGE ST APT 1 |          |

ZONING MAP



## LOCATION MAP



## Attachments

Application

Conceptual Plan



## Concept Plan Waiver

**To:** Grand Works LLC

07/01/2022

**Re:** Concept Plan Waiver

This letter is to inform you that a concept plan requirement has been waived for this project. Staff feels a concept plan is not needed in order to make a decision for the request of the conditional use permit.

Thank you,

Timothy A Littlejohn

Director of Planning and

Development Services



JUL 1 PM 10:21

**CASE #: CUP-2022-06**

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: OKELLO BRENDA JOSIE

Parcel I.D.: 48586

Address: 1234 ORANGE ST

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

Email: [planning@abilenextx.gov](mailto:planning@abilenextx.gov)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: Brenda Okello

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.*



JUL 21 AM 10:54

**CASE #: CUP-2022-06**

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: JUAREZ JOSIE  
Parcel I.D.: 44960  
Address: 1310 ORANGE ST

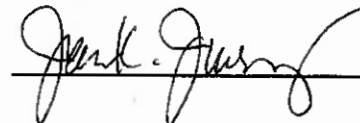
Mailing To: Planning and Development Services  
P.O. Box 60, Abilene TX 79604-0060

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐

*Strongly*  
I am opposed ☒

Additional Comments:

Signature: 

*I already pick up trash & Drug Paraphernalia from my front yard weekly, give these people a better chance than this neighbor hood.*

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 #: CUP-2022-06**

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: R & P RENTAL PROPERTIES LLC  
Parcel I.D.: 47213  
Address: 1241 BEECH ST

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

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐  
Additional Comments:

I am opposed ☒

Signature: Regie Ruesselt

JUL 8 AM 10:32

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 #: CUP-2022-06**

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: ELROD JAMES T & ELOIS E LF EST

Parcel I.D.: 45697

Address: 1241 ORANGE ST

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

Email: [planning@abilenex.gov](mailto:planning@abilenex.gov)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature:

*Elois Elrod*

JUN 29 AM 11:40

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 #: CUP-2022-06**

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: ABOR JEROME

Parcel I.D.: 45122

Address: 1301 ORANGE ST

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

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐

I am opposed ☒

Additional Comments:

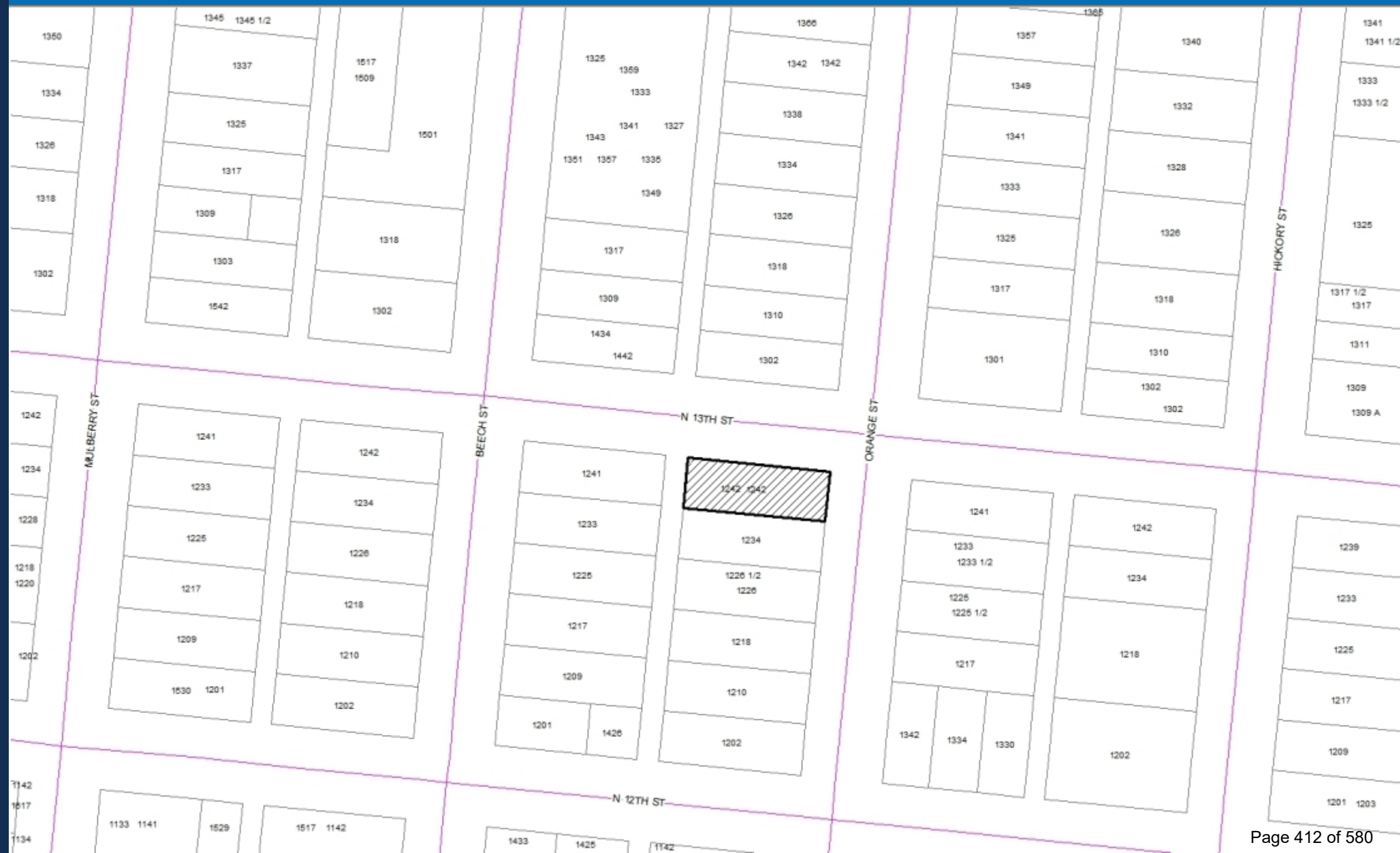
Signature: 

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.*

|                               |                                                                                                    |
|-------------------------------|----------------------------------------------------------------------------------------------------|
| <b>Case:</b>                  | <b>CUP-2022-06</b>                                                                                 |
| <b>Owner:</b>                 | Patrick Batten                                                                                     |
| <b>Agent:</b>                 | Rylie Batten                                                                                       |
| <b>Request:</b>               | CUP to allow a Halfway House (MD District)                                                         |
| <b>Location:</b>              | 1242 Orange Street                                                                                 |
| <b>Public Input:</b>          | 0 in favor, 5 opposed                                                                              |
| <b>Planning &amp; Zoning:</b> | July 5, 2022                                                                                       |
| <b>City Council Hearings:</b> | 1 <sup>st</sup> : July 28 <sup>th</sup> , 2022<br>2 <sup>nd</sup> : August 11 <sup>th</sup> , 2022 |

# CUP-2022-06 LOCATION MAP





# CUP-2022-06 LOCATION MAP WITH AERIAL



Location Map  
(Aerial)



Legend

- CUP-2022-06
- CourierParcels

# CUP-2022-06 CURRENT ZONING MAP







NEZ Map



Legend

- CUP-2022-06
- Neighborhood
- Empowerment Zone

# Permitted Uses in MD Zoning

## RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- C Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached
- C Group Home (Halfway House)**

## ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

## CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

## GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C Rehabilitation Facility
- C Social Service Facility

## EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

## TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

## RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

**\*Occupancy: Every bedroom shall contain not less than 70 sq.ft. and every bedroom occupied by more than one person shall contain not less than 50 sq.ft. of floor area for each occupant thereof.**

## **LEGEND**

P  
C  
TP

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)  
Permitted as a Conditional Use Permit, Requiring Approval by City Council  
Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



Subject Property East View



Subject Property South View



East Neighbor



South Neighbor





# CUP-2022-06 NOTIFICATION AREA MAP



Notification Map



Legend

- 200' Notification Buffer
- CUP-2022-06

0 - In Favor-

5- Opposed-

16.1% in opposition

The proposed use is:

- Consistent with the *Comprehensive Plan*;
- Compatible with the surrounding uses; and
- Satisfies the Criteria for Approval of the LDC

P&Z Recommendation: Approval.

# Questions?



**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO:** Robert Hanna, City Manager

**FROM:** Tim Littlejohn, Director of Planning & Development Services

**SUBJECT:** **22. Ordinance (First Reading) Z-2022-15:** Receive a Report, Hold a Discussion and Take Action on A Request From Cimarron Meadows Development Corp. Represented By Jacob & Martin To Amend The Terms And Conditions Of Planned Development District Number 170 Specifically To Add Approximately 37 Acres Of Existing Residential Medium Density (MD) And Approximately 15 Acres Of Agricultural Open Space (AA) Zoning And Amending Them To Allow For 5,000 Square Foot Lots With 5 Foot Side Setbacks And 50 X 100 Foot Lot Dimensions. *(Tim Littlejohn)*

---

**GENERAL INFORMATION**

Rezone approximately 15.067 acres from Agricultural Open (AO), Medium Density (MD), and Planned Development (PD) to Plan Development (PD) District and adding the property to PD-170 with a Townhome base zoning. Applicant is requesting to develop 50 foot wide residential single family lots with a base zoning of RS-6 within the extension of PD 170.

**SPECIAL CONSIDERATIONS**

The Applicant timely appealed the denial of the zoning request.

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends approval.

**BOARD OR COMMISSION RECOMMENDATION**



The Planning and Zoning Commission denied this request by a vote of 3-2 on July 5, 2022.  
(Appealed to City Council on July 12, 2022)

**ATTACHMENTS:**

1. Z-2022-15 PD-170 Amendment Ordinance
2. Z-2022-15 PD-170 staff report
3. Appeal PD-170 July 12 2022
4. 642 Tamy Ct
5. 2066 Benz Drive
6. 702 Serrot Court
7. 649 Cynthia Court
8. 701 Serrot Court
9. 116935
10. 641 Cynthia Court
11. 641 Tamy Court
12. 2018 Benz Drive
13. Z-2022-15 PD-170 PZC Presentation

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PD-170 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 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 28<sup>th</sup> day of July, 2022.

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 17<sup>th</sup> day of June 2022, 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 11<sup>th</sup> day of August 2022, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

**PASSED ON FINAL READING THIS 11<sup>th</sup> day of August, 2022.**

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

PART 5: Legal Description

AMEND: Extend the boundaries of PD-170 to include the South 890 feet of Lot 102, Block A (Approximately 37 acres), Parkview Addition Section 2 and the South half of Tract 10 Lot S/2 (Approximately 15 acres), Excluding the South 360 feet, Lakeland Farm Addition thus creating tract 2 of PD 170.

PART 7: Specific Modifications.

A. Permitted Uses and Specific Regulations

1. Tract 1

a. All residential uses ordinarily permitted within Residential Town Home (TH) Zoning in addition to the following modifications:

i. DWELLING — DUPLEX

ii. DWELLING -TOWNHOME

1. The definition of DWELLING — TOWNHOME amended to be “one of a group of no less than two (2) nor more than two (2) attached dwelling units, separated by a fire-rated wall.” NOTE: Ordinarily, no less than three (3) attached dwelling units are required.

b. Site layout and Building Requirements:

i. DWELLING — TOWNHOME

1. All site layout and building requirements ordinarily applicable within Residential Townhome (TH) Districts, except as otherwise specified within this section.
2. A contiguous row of attached townhome dwellings shall have a minimum length of two (2) dwelling units and a maximum length of two (2) dwelling units. NOTE: Ordinarily, a contiguous row of attached townhome dwellings must have a minimum length of three (3) dwelling units or more.
3. Townhome developments of not more than two units shall be exempt from the requirement of major Site Plan review by Abilene’s Development Review Committee
4. Setbacks:
  - a. • Minor Street: 10-feet
  - b. • Collector Street: 20-feet
  - c. • Arterial Street: 30-feet
  - d. • Side Yard: 6-feet
  - e. • Rear Yard: 20-feet

ii. DWELLING — DUPLEX

1. All site layout and building requirements ordinarily applicable within Medium Density (MD) Districts shall apply

Except as otherwise specified in and allowed by this ordinance, the use and development of Tract 1 shall be governed by the regulations applicable to the Town Home (TH) zoning Classification.

2. Tract 2

a. All residential uses ordinarily permitted within Residential Single-Family RS-6 zoning

b. Site layout and Building requirements:

i. Lots developed for single-family homes have a minimum lot size of 50 feet by 100 feet.

ii. Setbacks:

1. Minor Street: front = 15-feet
2. Collector Street: front = 20-feet
3. Arterial Street: front = 30-feet
4. Side Yard: 5-feet
5. Rear Yard: 20-feet
6. Garage Setback: 20-feet



# ZONING CASE Z-2022-15 PD-170

## STAFF REPORT



### Scheduled Hearings

Planning & Zoning Commission: July 5, 2022

City Council 1<sup>st</sup> Reading: July 28, 2022

City Council 2<sup>nd</sup> Reading: August 11, 2022

### Applicant

Owner: Cimarron Meadows Development Corp

Agent: Jacob & Martin, LLC

### Request:

Rezone approximately 15 acres from Agricultural Open (AO) and approximately 37 acres currently Medium Density (MD) to Plan Development District (PD-170). Additionally, create Tract 2 of this district (PD-170). The request is to allow 50-foot-wide residential single family lots with a base zoning of RS-6 within the new second tract (Tract 2) of PD-170. Tract 1 of PD-170 will remain unaffected as townhome base zoning.

### Location

15.067 acres of vacant land between Maple Street and Lakeside Drive known as lot 2 tract 10.

### Background

This property was annexed in 1957 and has remained vacant. Maple Street, which borders the west edge of the property, is a major arterial street. Lakeside Drive, on the east edge of the property, is a collector street. An existing 8-inch water line and 6-inch sewer line stub into the property from the north in Sweetwater Lane. A 10-inch sewer line is adjacent to the subject property in Maple Street. The property is not platted.

### Zoning, Existing and Proposed Land Use

This request, if approved, would increase the area of PD-170 by 38 acres, as shown in attached graphic. The portion of PD-170 with a base zoning of RS-6 would have 50'x100' minimum lot dimensions, a minimum lot area of 5000 square feet, 5.0-foot interior side setbacks, and have the same allowable land uses as permitted in the RS-6 zoning district. The existing MD district (23 acres) allows up to 12 dwelling units per acre. The proposal would significantly decrease the overall density of residential uses in PD-170.

### Criteria Assessment

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

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

The Future Land Use map designates the subject property as low density residential. Downzoning the property zoned MD to the RS-6 base zoning district is consistent with the Future Land Use map. The rezoning of the AO tract to TH is not consistent with the Future Land Use map, but is significantly less the maximum density permitted in the MD district. The overall density of all proposed residential uses in the PD, including 50.0-foot wide lots and lot sizes, will significantly decrease if this request is approved. If the request is denied, the applicant can develop an apartment complex on the 23 acres zoned MD, resulting in up to 276 dwelling units. The proposed layout of the different densities of residential uses is consistent with generally accepted urban planning principals.

**(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 proposed uses are consistent with the existing zoning patterns. The property north of the subject property along Maple Street is zoned PD with the uses restricted to sporting activities such as football, baseball/softball and soccer fields; volleyball courts; batting cages, golf driving ranges; paintball ranges and uses permitted in the Agricultural Open Space district. East of the sports complex PD is an RS-6 residential development. The eastern portion of the subject property is zoned AO with undeveloped AO property to the north and south. South of the subject property is are lots within PD-170 that can be developed as a Townhome and Duplex.

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

The subject property has water and sewer services available from Sweetwater Lane and Maple Street. The project will need to be platted and utility services extended to provide an adequate level of service.

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

No other factors are present that would substantially affect public health, safety, morals, or general welfare.

**Commission Recommendation:**

Denial.

Appealed to City Council on 7/14/2022.

**Notification**

Pursuant to Section 1.2.2.2 of Abilene's Land Development Code, City staff mailed personal notices on June 21<sup>st</sup>, of 2022, 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.

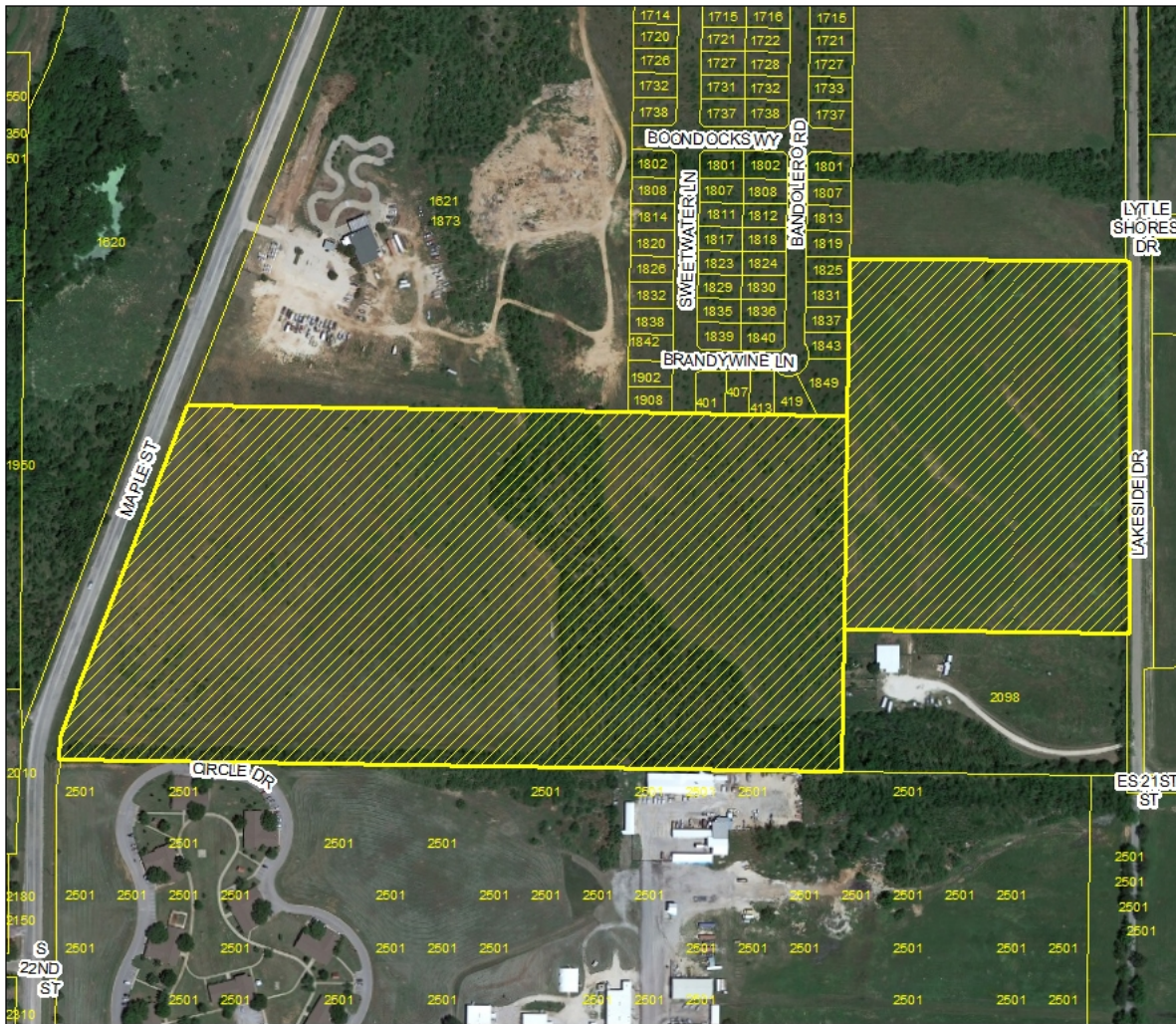


**TABLE 1**  
**Owner/Property ID**

| Owner                             | Property ID | Situs                  | Response                                                                            |
|-----------------------------------|-------------|------------------------|-------------------------------------------------------------------------------------|
| ABILENE IND SCHOOL DIST           | 33283       | 1950 MAPLE ST          |                                                                                     |
| ABILENE STATE SCHOOL              | 12623       | 2501 MAPLE ST BLDG 549 |                                                                                     |
| BRENNER GREGORY                   | 91320       | 642 TAMY CT            |  |
| DRISKILL CORY & MEGAN             | 91321       | 641 TAMY CT            |  |
| GOTTSCHALL GLENN P & KAREN E      | 975716      | 680 CAMRI LN           |                                                                                     |
| LEWIS DONALD                      | 74501       | 2098 LAKESIDE DR       |                                                                                     |
| MC COLUM ANTHONY & SHERRY         | 968710      | 642 CYNTHIA CT         |                                                                                     |
| MILLER MARK & JAN                 | 968451      | 641 MATTHEW CT         |                                                                                     |
| MOORE DELORES F                   | 109400      | 690 CAMRI LN           |                                                                                     |
| ODLE MARK L & LAUREL K            | 100676      | 641 CYNTHIA CT         |  |
| OLDHAM FORBES ESTATES             | 205538      |                        |                                                                                     |
| ROGERS RECREATION INC             | 1084380     | 1908 SWEETWATER LN     |                                                                                     |
| SCHWERTNER WESLEY KAYE TRUST      | 52606       | 1620 MAPLE ST          |                                                                                     |
| STOWE JOHN & SUZANNE              | 91324       | 642 MATTHEW CT         |                                                                                     |
| TORRES QUIRICO U & CYNTHIA M      | 74621       |                        |                                                                                     |
| TURQUOISE DOG PROPERTIES SERIES T | 32761       | 2010 MAPLE ST          |                                                                                     |
|                                   |             |                        |                                                                                     |

| Owner                             | Property ID | Situs                  | Response                                                                            |
|-----------------------------------|-------------|------------------------|-------------------------------------------------------------------------------------|
| ABILENE STATE SCHOOL              | 12623       | 2501 MAPLE ST BLDG 549 |                                                                                     |
| TURQUOISE DOG PROPERTIES SERIES T | 32761       | 2010 MAPLE ST          |                                                                                     |
| ABILENE IND SCHOOL DIST           | 33283       | 1950 MAPLE ST          |                                                                                     |
| SCHWERTNER WESLEY KAYE TRUST      | 52606       | 1620 MAPLE ST          |                                                                                     |
| LEWIS DONALD                      | 74501       | 2098 LAKESIDE DR       |                                                                                     |
| TORRES QUIRICO U & CYNTHIA M      | 74621       |                        |                                                                                     |
| BRENNER GREGORY                   | 91320       | 642 TAMY CT            |  |
| DRISKILL CORY & MEGAN             | 91321       | 641 TAMY CT            |  |
| STOWE JOHN & SUZANNE              | 91324       | 642 MATTHEW CT         |                                                                                     |
| ODLE MARK L & LAUREL K            | 100676      | 641 CYNTHIA CT         |  |
| MOORE DELORES F                   | 109400      | 690 CAMRI LN           |                                                                                     |
| OLDHAM FORBES ESTATES             | 205538      |                        |                                                                                     |
| MILLER MARK & JAN                 | 968451      | 641 MATTHEW CT         |                                                                                     |
| MC COLUM ANTHONY & SHERRY         | 968710      | 642 CYNTHIA CT         |                                                                                     |
| GOTTSCHALL GLENN P & KAREN E      | 975716      | 680 CAMRI LN           |                                                                                     |
| ROGERS RECREATION INC             | 1084380     | 1908 SWEETWATER LN     |                                                                                     |

#### LOCATION MAP



Location Map



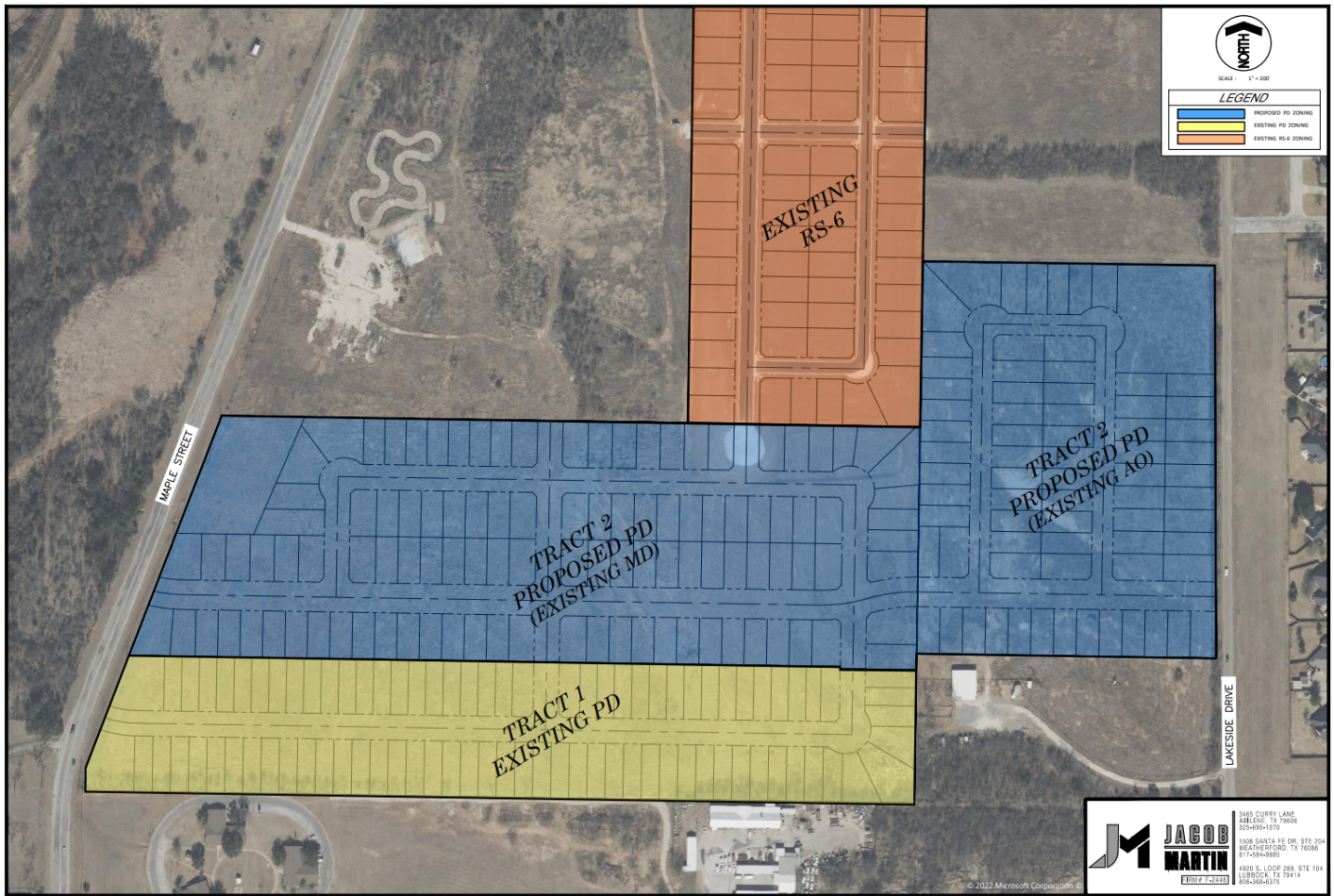
Legend

- Z-2022-15
- CourierParcels

## CONCEPT PLAN







**Attachments**  
 Concept Plan  
 PowerPoint Presentation

From: **Clayton Farrow** <[cfarrow@jacobmartin.com](mailto:cfarrow@jacobmartin.com)>  
Date: Tue, Jul 12, 2022 at 8:00 AM  
Subject: Request to Appeal Z-2022-15 to City Council  
To: [Shawna.Atkinson@abilenetx.gov](mailto:Shawna.Atkinson@abilenetx.gov) <[Shawna.Atkinson@abilenetx.gov](mailto:Shawna.Atkinson@abilenetx.gov)>  
Cc: [michael.rice@abilenetx.gov](mailto:michael.rice@abilenetx.gov) <[michael.rice@abilenetx.gov](mailto:michael.rice@abilenetx.gov)>, Tal Fillingim  
<[tal@jacobmartin.com](mailto:tal@jacobmartin.com)>, Aaron Waldrop <[aaron@waldrop.bz](mailto:aaron@waldrop.bz)>

Shawna,

Please consider this written request on behalf of the developer, Aaron Waldrop, for City Council to hear the Planned Development Amendment for PD-170.

Thanks,

**CLAYTON FARROW, P.E.**

**JACOB | MARTIN**

3465 Curry Lane

Abilene, TX 79606

O) 325.695.1070

C) 214.500.0464

[jacobmartin.com](http://jacobmartin.com)

For the PLANNING & ZONING COMMISSION

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

JUN 29 AM 11:40

**CASE #: Z-2022-15**

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

Name: BRENNER GREGORY

Parcel I.D.: 91320

Address: 642 TAMY CT

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

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature:



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

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Farr, Melissa <[melissa.farr@abilenetx.gov](mailto:melissa.farr@abilenetx.gov)>

---

## [Planning] Case #Z-2022-15

1 message

---

**Phyllis Thompson** <[pthompson1202@gmail.com](mailto:pthompson1202@gmail.com)>  
To: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

Wed, Jul 6, 2022 at 1:38 PM

We are opposed.

Mike and Phyllis Thompson  
[2066 Benz Drive](#)  
[Abilene, TX 79602](#)

--

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Farr, Melissa <[melissa.farr@abilenetx.gov](mailto:melissa.farr@abilenetx.gov)>

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## [Planning] Z-2022-15

1 message

---

**Rodney Goodman** <[rp1lg@att.net](mailto:rp1lg@att.net)>  
To: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

Tue, Jul 5, 2022 at 12:17 AM

I am against this rezoning request.  
Laura Goodman  
702 Serrot Court

Sent from my iPhone

--

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To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/6330ED63-ADB4-4069-A645-776DCF6EBE4B%40att.net>.



Farr, Melissa &lt;melissa.farr@abilenetx.gov&gt;

## [Planning] Zoning Change Opposition

1 message

**LaDonna Hance** <ladonnahance61@gmail.com>  
To: planning@abilenetx.gov

Mon, Jul 4, 2022 at 12:34 PM

To whom it may concern,

My husband and I are opposed to this zoning change. These are my reasons. My property backs up to 21st. I do not want the additional flow of traffic behind my home. The noise will increase. I am afraid of crime given the easy access to backyards. The roads on 21st and Lake Side are not constructed to handle the additional traffic. There are numerous pot holes that are haphazardly repaired. People already drive too fast down these roads and with the additional traffic, I am afraid there will be many wrecks. 21st and Lake Side are walkways for many who live in my neighborhood. We are able to exercise and feel safe. With the additional traffic, these roads will not be a safe place to exercise. And of course, property values will decrease. Which is a legitimate concern even if it is not a consideration in zoning changes. Property owners should not have to lose home value because someone wants to buy land and build properties that are not in the same value as the established subdivision. The homeowners of the established subdivision should be given first consideration in matters of zoning changes.

With respect,  
LaDonna Hance  
Jerry Hance  
649 Cynthia Ct, Abilene, TX 79602

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

### CASE #: Z-2022-15

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

Name: OLDHAM FORBES ESTATES  
Parcel I.D.: 116935  
Address:

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

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐

I am opposed ☐

Additional Comments:

Signature: \_\_\_\_\_

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

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Farr, Melissa <[melissa.farr@abilenetx.gov](mailto:melissa.farr@abilenetx.gov)>

---

## [Planning] Oldham estates

1 message

---

**Dee Shultz Cox** <[dee@shultzcox.com](mailto:dee@shultzcox.com)>

Tue, Jul 5, 2022 at 9:33 AM

To: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

Cc: Rodney Goodman <[rp1lg@att.net](mailto:rp1lg@att.net)>

I live at 701 serrot ct and I am not in favor of these new proposals.

Dee Shultz-cox

701 serrot ct

[dee@shultzcox.com](mailto:dee@shultzcox.com)

512-689-1301

Sent from my iPhone

--

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To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/CC661E6B-80C9-4B9E-B4AE-DD676BE7E5D5%40shultzcox.com>.

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

**CASE #: Z-2022-15**

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

Name: OLDHAM FORBES ESTATES

Parcel I.D.: 116935

Address:

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

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐

I am opposed ☒

Additional Comments:

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.*

JUL 5 AM 10:31



CITY OF ABILENE

PLANNING & DEVELOPMENT SERVICES

ODLE MARK L & LAUREL K  
641 CYNTHIA CT  
ABILENE, TX 79602-5250

### NOTICE OF PUBLIC HEARING

RE: Zoning Application Number Z-2022-15

06/21/2022

The Planning and Zoning Commission will hold a public hearing on **July 5, 2022 at 1:30 PM**, in the Council Chambers at 555 Walnut St. in Abilene, Texas, to recommend approval or denial to City Council on a request from Cimarron Meadows Development Corp. represented by Jacob & Martin to amend the terms and conditions of Planned Development district number 170 specifically to add approximately 23 acres of existing Residential Medium Density (MD) and approximately 15 acres of Agricultural Open space (AO) zoning and amending them to allow for 5,000 square foot lots with 5 foot side setbacks and 50 X 100 foot lot dimensions. Located on the South half of tract 10, Lakeland Farm, Abilene, Taylor County, Texas.

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

The attached map shows the area of this request. Only the area highlighted by striped lines shown on that map is being considered for a change of zoning. The solid boundary line surrounding this subject area is only a notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2<sup>nd</sup> and Final Reading with a public hearing on **August 11, 2022 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Adam Holland at telephone 325-676-6230 or by email address [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

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

JUL 14 10:15

**CASE #: Z-2022-15**

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

Name: ODLE MARK L & LAUREL K

Parcel I.D.: 100676

Address: 641 CYNTHIA CT

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

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐

I am opposed ☒

Additional Comments:

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.*

JUL 18 AM 9:55

**CASE #: Z-2022-15**

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

Name: DRISKILL CORY & MEGAN

Parcel I.D.: 91321

Address: 641 TAMY CT

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

Email: [planning@abilenetx.gov](mailto:planning@abilenetx.gov)

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature:

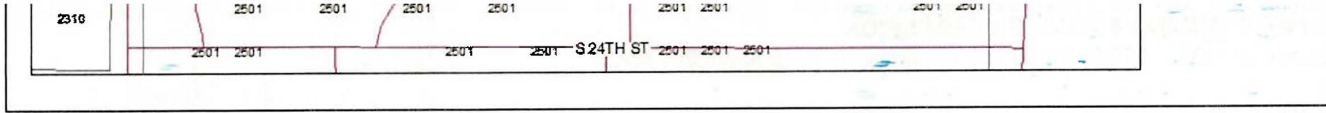
*Megan Driskill*

*An addition of a development with that many small houses will increase traffic + drop our homes values! With the state school using 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.*

*entrance, traffic + trash (littering) has increased. I would ask if this is done lot sizes are* →





bigger + no entrance to the development from Lakeside. All entrances from Berry or Maple. I am worried about my kids + increased traffic + that small of houses decreasing my homes value. The average price of homes is around in Aldham homes will not be supported with the addition of 100's of tiny homes right next to our lots. We live in a quiet safe neighborhood and all are afraid how that will change.

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.



Farr, Melissa &lt;melissa.farr@abilenetx.gov&gt;

---

**[Planning] Case # Z-2022-15 please reply**

1 message

---

**'Brent And Jen' Email' via Planning Services** <planning@abilenetx.gov>

Mon, Jul 4, 2022 at 10:30 PM

Reply-To: Brent And Jen' Email &lt;jen.payne68@yahoo.com&gt;

To: planning@abilenetx.gov

Mr. Holland,

We are residents of Oldham Forbes Estates and we just got the notice about the hearing regarding zoning for the land near our home. We unfortunately cannot attend the meeting, but we would like to let you know our position.

We OPPOSE any zoning that includes apartments, duplexes, or triplexes on Lakeside Drive or off Maple. However, we are in favor of single family homes being built.

Thank you for considering our perspective.

Brent and Jennifer Payne  
2018 Benz Drive

Would you please respond so I know you got this and was able to add our position to the hearing?

Thank you!

Brent and Jennifer Payne

Sent from my iPad

--

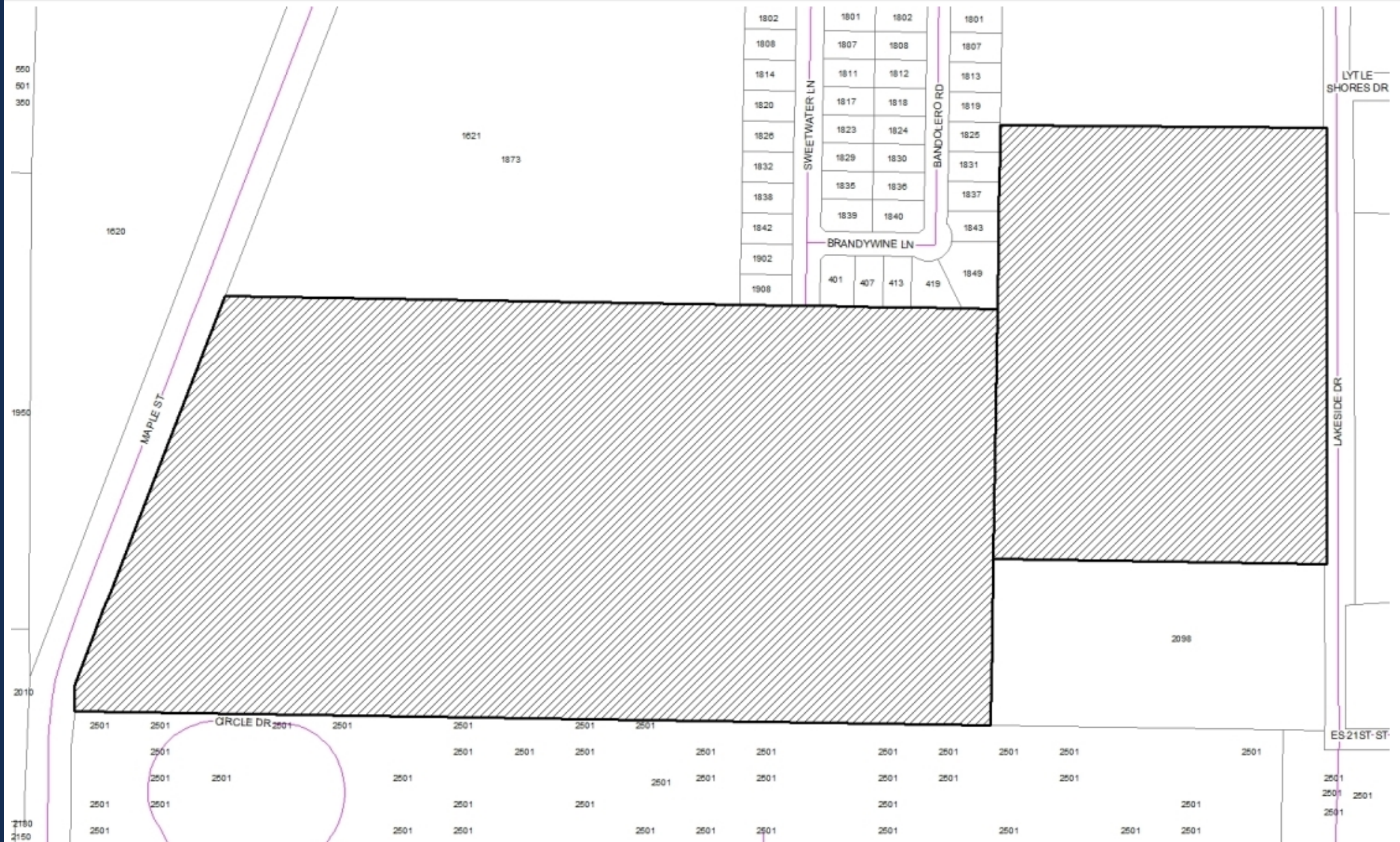
You received this message because you are subscribed to the Google Groups "Planning Services" group.

To unsubscribe from this group and stop receiving emails from it, send an email to [planning+unsubscribe@abilenetx.gov](mailto:planning+unsubscribe@abilenetx.gov).

To view this discussion on the web visit <https://groups.google.com/a/abilenetx.gov/d/msgid/planning/5C21D430-3C51-47E8-BA0C-03D85FBB9270%40yahoo.com>.

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Case:</b>                  | <b>Z-2022-15 PD-170</b>                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Owner:</b>                 | Cimarron Meadows Development Corp                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Agent:</b>                 | Jacob & Martin, LLC                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>• Request:</b>             | Rezone approximately 15 acres from Agricultural Open (AO) and approximately 37 acres currently Medium Density (MD) to Plan Development District (PD-170). Additionally create Tract 2 of this district (PD-170). The request is to allow 50-foot-wide residential single family lots with a base zoning of RS-6 within the new second tract (Tract 2) of PD-170. Tract 1 of PD-170 will remain unaffected as townhome base zoning. |
| <b>Location:</b>              | Between Maple Street and Lakeside Drive, south of Berry Lane at the south terminus of Sweetwater Lane.                                                                                                                                                                                                                                                                                                                             |
| <b>Public Input:</b>          | 0 in Favor, 3 Opposed                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Planning &amp; Zoning:</b> | July 5, 2022                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>City Council Hearings:</b> | 1 <sup>st</sup> : July 28th, 2022<br>2 <sup>nd</sup> : August 11 <sup>th</sup> , 2022                                                                                                                                                                                                                                                                                                                                              |

# Z-2022-15 PD-170 LOCATION MAP

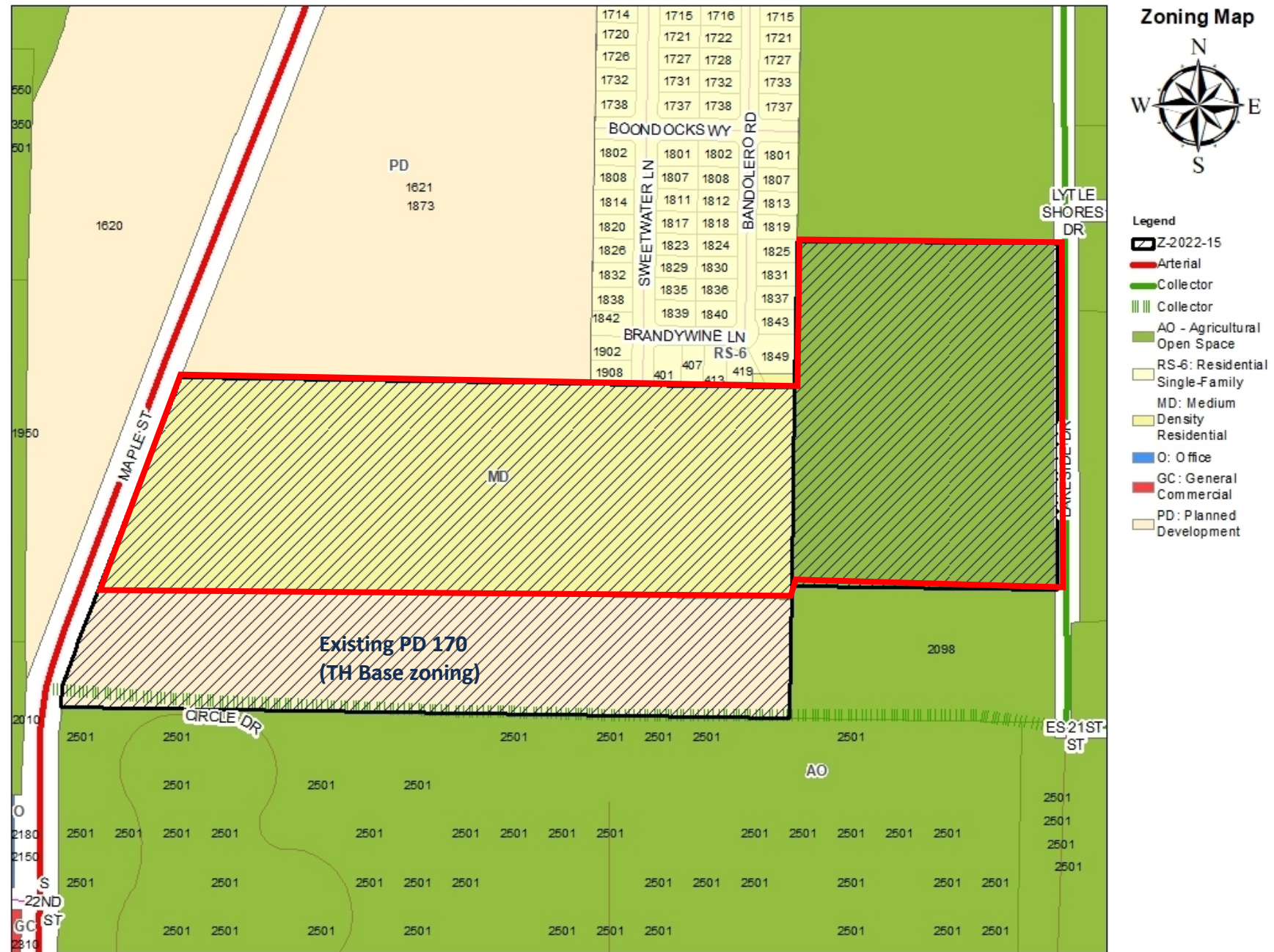


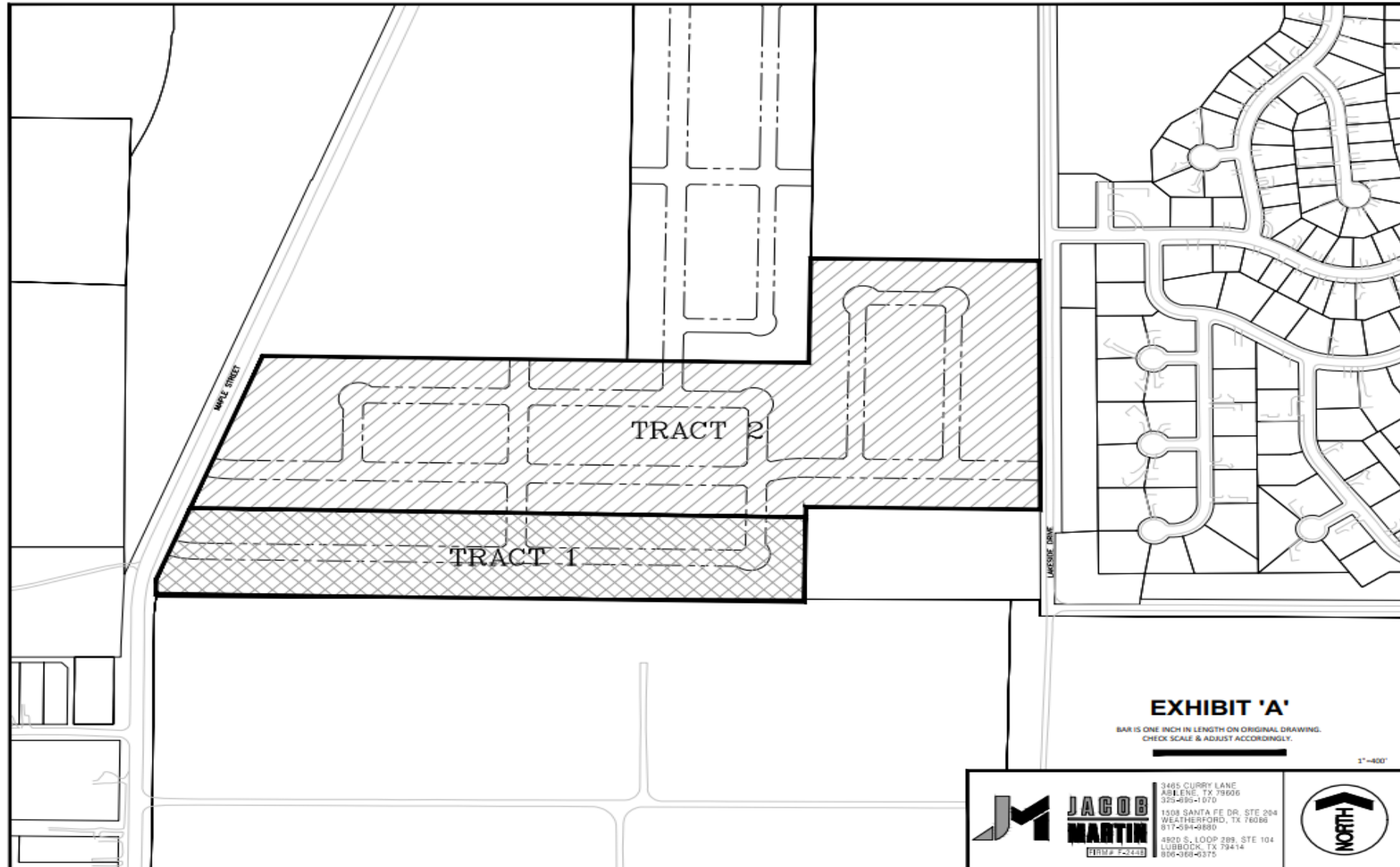






# Z-2022-15 PD-170 ZONING MAP





CONCEPTUAL PLAN. MUST MEET ALL DEVELOPMENT STANDARDS



# Permitted Uses in TH Zoning

## **RESIDENTIAL USES:**

- C Bed & Breakfast
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- P Dwelling – Townhome

## **ACCESSORY AND INCIDENTAL USES:**

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- 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 Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

## **GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:**

- P Community Home
- P Fire/Police Station

## **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

East View



South View



West View



Neighboring Property (East)

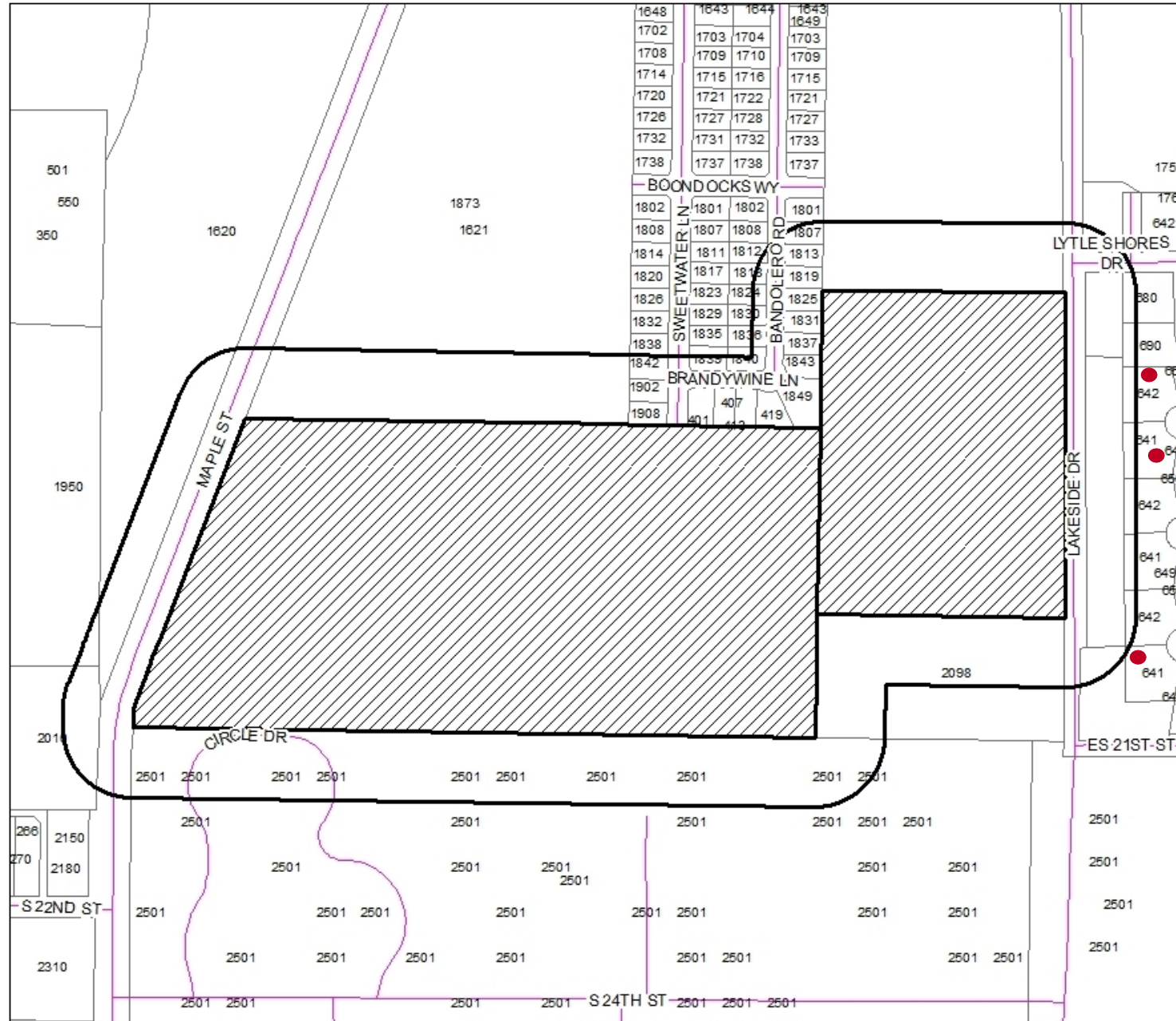


North View

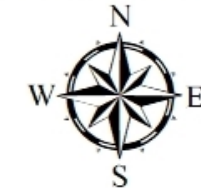




# Z-2022-15 PD-170 NOTIFICATION AREA MAP



Notification Map



Legend  
 [Shaded Box] 200' Buffer  
 [Hatched Box] Z-2022-15

0 - In Favor-

3- Opposed-

**7% in opposition**

**4 - in opposition  
outside notification  
area**

The request is consistent with:

- The *Comprehensive Plan*;
- The surrounding zoning and proposed land uses;
- Generally accepted urban planning principals; and
- Satisfies the Criteria for Approval of the LDC.

P&Z Recommends: Denial.

The applicant appealed to City Council on 7-14-2022.

# Questions?



**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO:** Robert Hanna, City Manager

**FROM:** Tim Littlejohn, Director of Planning & Development Services

**SUBJECT:** **23. Ordinance (First Reading) Z-2022-18: Receive a Report, Hold a Discussion, and Take Action on A Request From Sugar Agua #1 Ltd Represented By Matthew Muzechenko To Change Zoning On Approximately 7.15 Acres In Southwest Abilene From Agricultural Open (AO) To General Commercial (GC). *(Tim Littlejohn)***

---

**GENERAL INFORMATION**

Rezone from Agriculture Open Space (AO) to General Commercial (GC) located at 5309 Hwy 277, Abilene.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

Staff recommends approval.

**BOARD OR COMMISSION RECOMMENDATION**

The Planning and Zoning Commission recommends approval of this request.

**ATTACHMENTS:**

1. Ordinance
2. Z-2022-18 staff report
3. Z-2022-18 PZC presentation



**ORDINANCE NO. \_\_\_\_\_**

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

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

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

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

**PART 3:** That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto. PASSED ON FIRST READING the 28<sup>th</sup> day of July, 2022

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 11<sup>th</sup> day of June 2022, 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 11<sup>th</sup> day of August 2022, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

**PASSED ON FINAL READING THIS 11<sup>th</sup> day of August, 2022.**

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

## EXHIBIT A

Change the zoning district classification of 5309 Hwy 277, from a Agricultural Open Space (AO) to General Commercial (GC) district.

### Legal Description:

Being 7.15 acres out of the Joseph Beck Survey No. 42, Abstract No. 23, Taylor County, Texas, said

7.15 acres being the same tract of land described as 6.93 acres in Deed to FL20 Inc. dated July 17, 2020, of recorded in Instrument No. 2020-13682 Official Records of Taylor County, Texas, and said 7.15 acres being more fully described as follows:

Beginning at a found 1" pipe, on the East right of way line of U.S. Highway 277, for the Southwest corner of Lot 1, Block A, Abilene Bible Church Addition, of record in Cabinet 3, Slide 605, Plat Records, Taylor County, Texas, and the Northwest corner of this tract, from said point the Northwest corner of said Section 30 bears of record  $S77^{\circ}17'W$  953.51' and  $N12^{\circ}43'W$  2672.4';

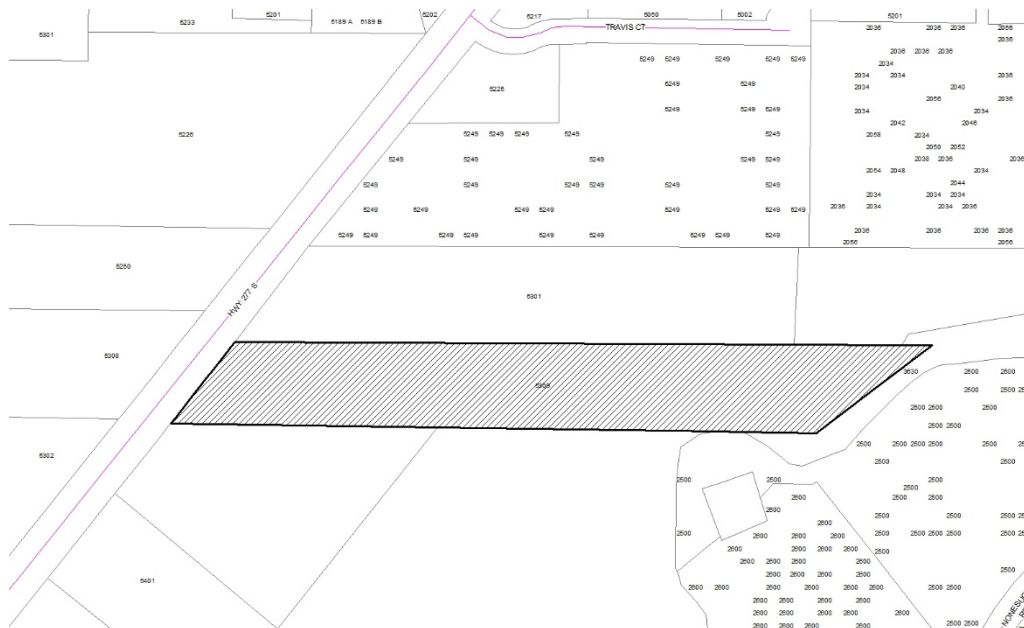
Thence  $889^{\circ}41'00"E$ , passing a found  $\frac{1}{2}"$  rebar at 1298.2', and continuing for a total distance of 1624.74' to a point, on the center line of a creek for the Northeast corner of this tract;

Thence  $S53^{\circ}01'00"W$ , along the center line of a creek, a distance of 338.52' to a point for the Southeast corner of this tract;

Thence  $N89^{\circ}10'14"W$ , passing a found  $\frac{1}{2}"$  rebar at 375.0' and a found  $\frac{3}{8}"$  rebar at 876.13', and continuing for a total distance of 1503.13' to a found pipe post, on the East right of way line of said U.S. Highway 277 for the Northwest corner of Lot 101, Block A, Twelve Oaks Addition, of record in Cabinet 2, Slide 312-B, Plat Records, Taylor County, Texas, and the Southwest corner of this tract;

Thence  $N37^{\circ}43'43"E$ , along the East right of way line of said U.S. Highway 277, a distance of 241.33' to the point of beginning, containing 7.15 acres of land.

### Location:



END

# ZONING CASE Z-2022-18

## STAFF REPORT

---



### Scheduled Hearings

Planning & Zoning Commission: July 5, 2022

City Council 1<sup>st</sup> Reading: July 28, 2022

City Council 2<sup>nd</sup> Reading: August 11, 2022

### Applicant

Owner: SUGAR AGUA #1 LTD

Agent: Matthew Muzechenko

### Request

Rezone 7.15 acres from Agriculture Open Space (AO) to General Commercial (GC).

### Location

5309 Highway 277

### Background

This property was annexed in 1959 and has remained vacant since annexation. The subject property is approximately 180 wide with South Highway 277 forming its western boundary. The property contains 7.15 acres of land in the Joseph Beck Survey Abstract 42.

### Zoning and Existing Land Use

The property lies between two parcels zoned as General Commercial (GC). The property to the south is also zoned AO. The subject property is vacant and heavily vegetated. A significant portion of the property is located in the floodway and floodplain of Little Elm Creek and Elm Creek. A self-storage facility is located north of the subject property. A business office and vacant property are south of the site. An apartment complex is east of the site along Nonesuch Road.

### Criteria Assessment

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

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

The Future Land Use map identifies the subject property and its surroundings to be in a Business/Industrial area. The proposed zoning request is consistent with this recommendation and the land-use policies of the Comprehensive Plan.

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

The uses permitted by the proposed zone change are consistent with the surrounding properties in the immediate vicinity.

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

The subject property has direct access to a 15" sanitary sewer main and an 8" water main that adjacent to Highway 277. No other utilities or public improvements required to provide adequate service to the site.

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

No other factors are present that would substantially affect the public health, safety, morals, or general welfare.

**Commission Recommendation:**

Approval.

**Notification**

Pursuant to Section 1.2.2.2 of Abilene's Land Development Code, City staff mailed personal notices on June 21<sup>st</sup>, of 2022, 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.

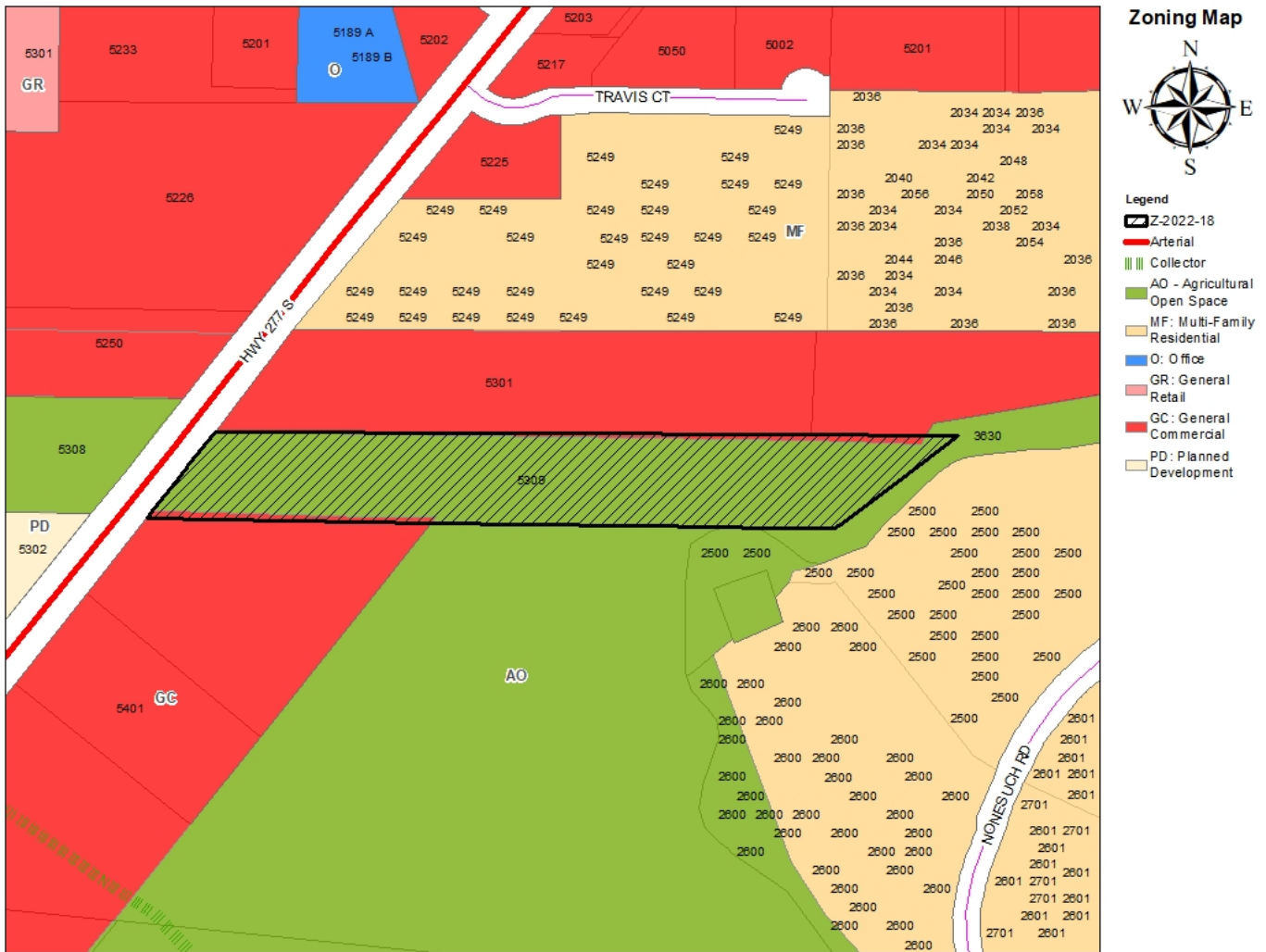
**TABLE 1**  
**Owner/Property ID**

| OWNER                         | PROP_ID | SITUS                 | Response |
|-------------------------------|---------|-----------------------|----------|
| PATEL SUNIL S                 | 76296   |                       |          |
| B SENTER PROPERTIES LTD &     | 61367   | 5250 HWY 277 S        |          |
| CAPX VENTURES FUND I LLC      | 58812   | 2500 NONESUCH RD      |          |
| CITY OF ABILENE               | 59276   | 3630 S CLACK ST       |          |
| FL20 INC                      | 61244   | 5308 HWY 277 S        |          |
| PATEL SUNIL S                 | 109556  |                       |          |
| SUGAR AGUA #1 LTD             | 58192   | 5309 HWY 277 S        |          |
| WHITNEY ENTERPRISE LLC        | 970054  | 5302 HEALTH CENTER DR |          |
| WILLOWCREST APARTMENTS OF ABL | 58957   | 2600 NONESUCH RD      |          |





## ZONING MAP

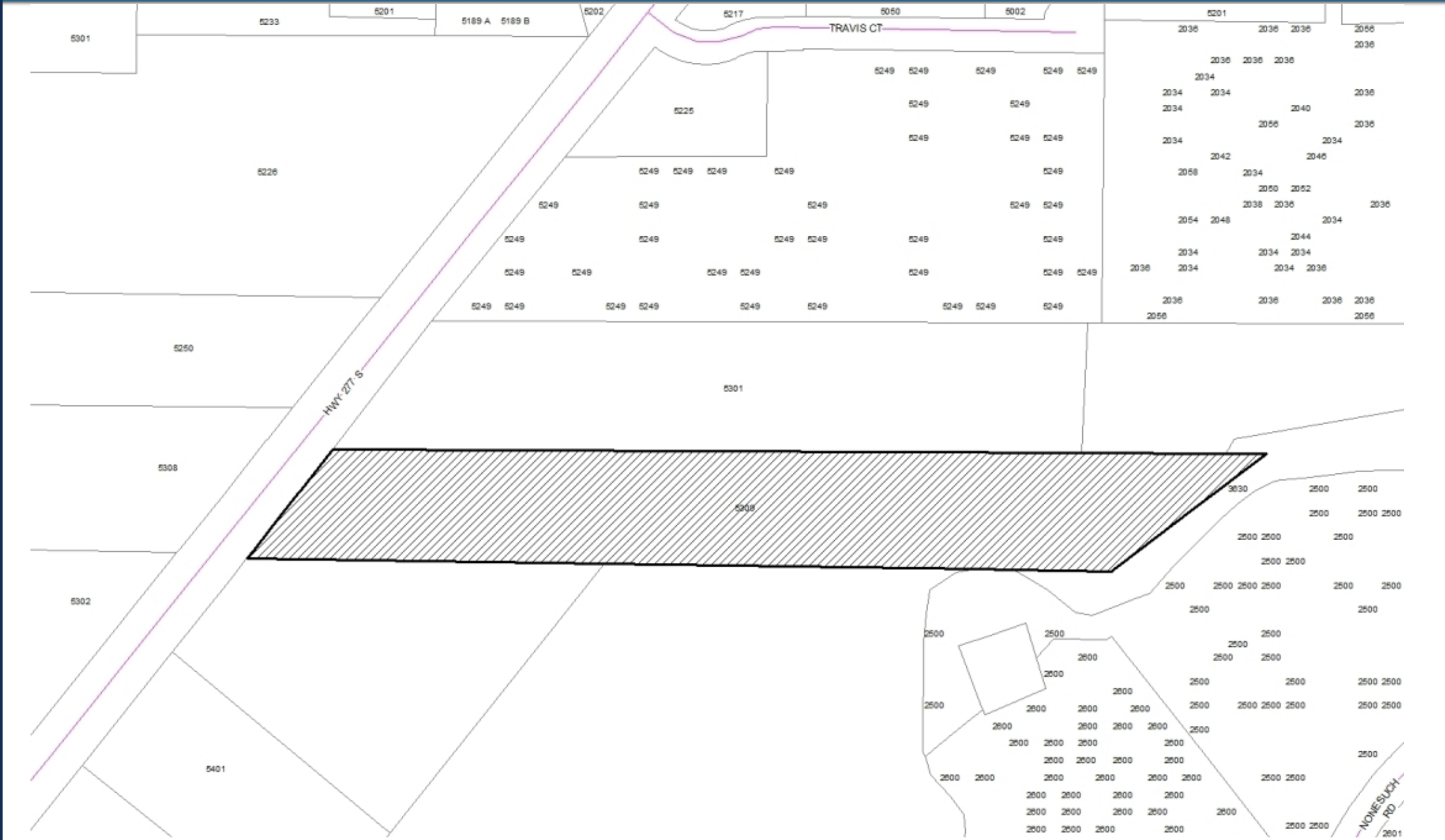


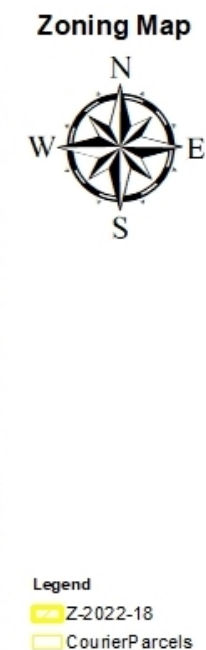
### Attachments

Application  
PowerPoint Presentation  
Graphic Concept Plan

|                               |                                                                                                    |
|-------------------------------|----------------------------------------------------------------------------------------------------|
| <b>Case:</b>                  | <b>Z-2022-18</b>                                                                                   |
| <b>Owner:</b>                 | SUGAR AGUA #1 LTD                                                                                  |
| <b>Agent:</b>                 | Matthew Muzechenko                                                                                 |
| <b>Request:</b>               | Rezone from Agricultural Open Space (AO) to General Commercial (GC).                               |
| <b>Location:</b>              | 5309 Highway 277                                                                                   |
| <b>Notification:</b>          | 0 in Favor, 0 Opposed                                                                              |
| <b>Planning &amp; Zoning:</b> | July 5, 2022                                                                                       |
| <b>City Council Hearings:</b> | 1 <sup>st</sup> : July 28 <sup>th</sup> , 2022<br>2 <sup>nd</sup> : August 11 <sup>th</sup> , 2022 |

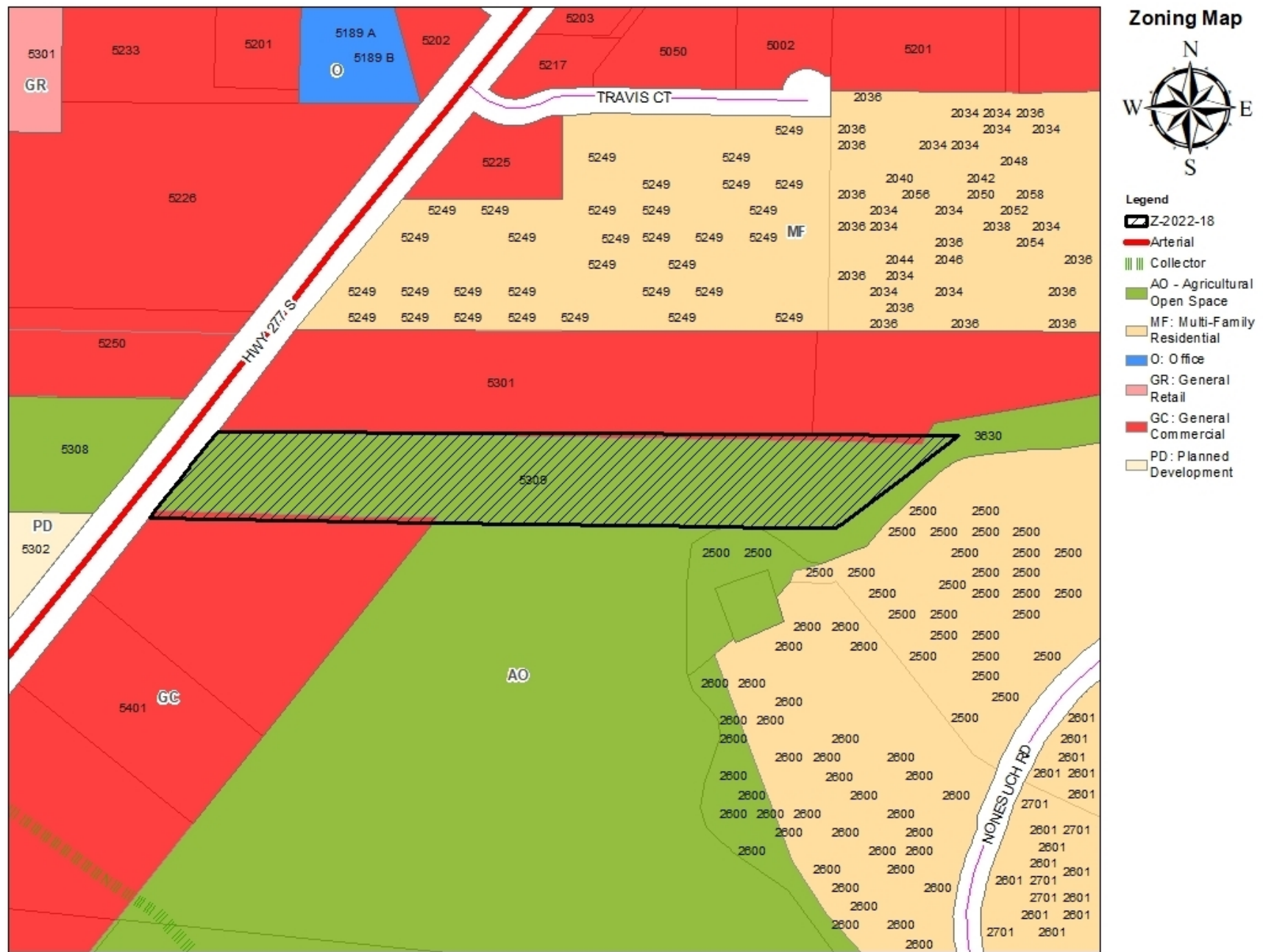








# Z-2022-18 CURRENT ZONING MAP



# Permitted Uses in GC Zoning

## **RESIDENTIAL USES:**

- P Hotel/Motel
- C Vacation Travel Trailer Park

## **ACCESSORY AND INCIDENTAL USES:**

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

## **CULTURAL AND RECREATIONAL USES:**

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

## **GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:**

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

## **EDUCATIONAL AND RELIGIOUS USES:**

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

## **SERVICE**

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

## **TRADE – RETAIL USES**

- C Aircraft and Accessories
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Brew Pub
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (automobile/small truck)
- P Retail Sales/Rental (indoor)
- P Retail Sales/Rental (outdoors, non-vehicle)
- C Retail Sales/Rental (trucks and other large vehicles and equipment)

## **TRADE – WHOLESALE USES**

- C Wholesaling and Storage (indoor)

## **TRANSPORTATION, COMMUNICATION AND UTILITIES:**

- C Antenna Tower - Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Passenger Ground Transportation Terminal
- P Pressure Control Station
- P Public Utility Facility

## **RESOURCE PRODUCTION AND EXTRACTION USES:**

- P Petroleum or Gas Well
- P Urban Garden

## **LEGEND**

- P
- C
- TP

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

Permitted as a Conditional Use Permit, Requiring Approval by City Council

Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



## Z-2022-18 VIEWS OF SUBJECT & ADJACENT PROPERTIES

Subject Property East View



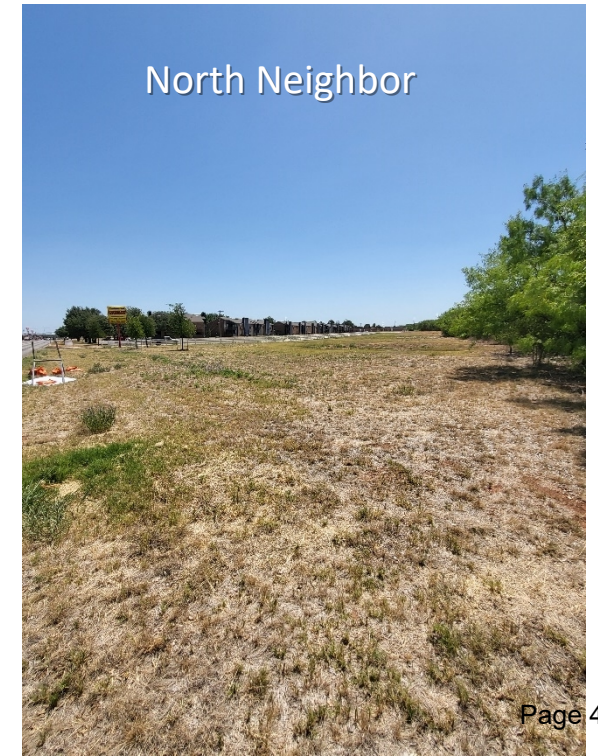
West Neighbor



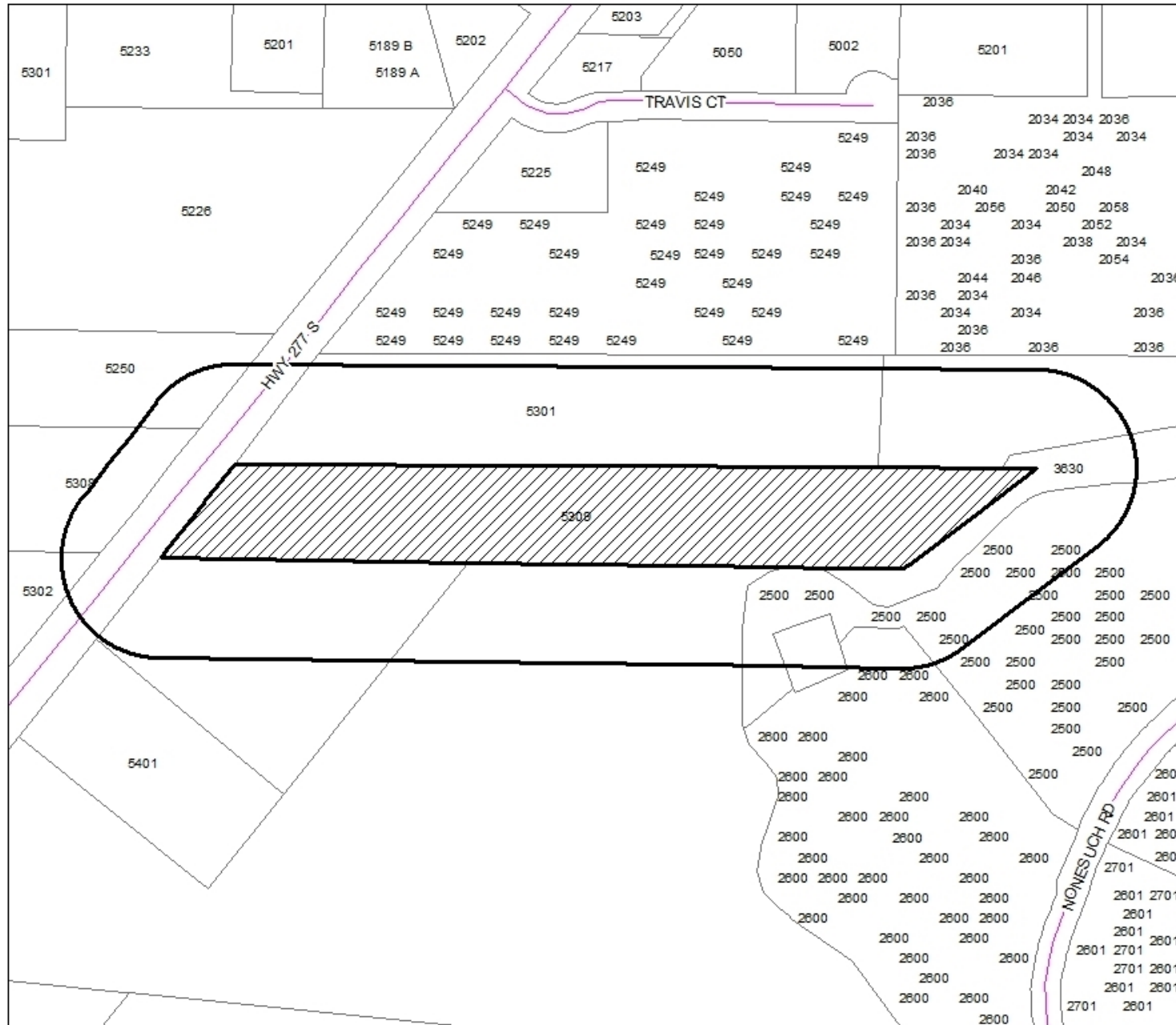
South Neighbor



North Neighbor



# Z-2022-18 NOTIFICATION AREA MAP



Notification Map



Legend

- 200' Buffer
- Z-2022-18

0 - In Favor-

0- Opposed-

0% in opposition



- 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)
- P&Z Recommends: Approval
- Staff Recommendation: Staff recommends approval.



# Questions?



**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO: Robert Hanna, City Manager**

**FROM: Max Johnson, Director of Public Works**

**SUBJECT: 24. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-286, Decreased Speed Limits - School Zones," of the Abilene Municipal Code, By Amending School Zone near Dyess Elementary and Updating AISD school names (Max Johnson)**

---

**GENERAL INFORMATION**

**Dyess Elementary**

The old Dyess Elementary School was demolished and a new school was erected on a different part of the existing property. This new school facility requires the lengthening of the school speed zone on Jennings Dr. There have also been newly developed housing additions to the south and the west of the campus. This development requires a new school speed zone on Hampton Hills St.

**School Name Updates**

On January 14th, 2021, the AISD changed the names of three elementary schools. Jackson Elementary became Alcorta Elementary, Johnston Elementary became Purcell Elementary and Lee Elementary became Stafford Elementary. These names need to be updated in the Code of Ordinances.

**SPECIAL CONSIDERATIONS**

### **FUNDING/FISCAL IMPACT**

Funding will come from the Traffic Services Budget.

### **STAFF RECOMMENDATION**

Approve.

### **BOARD OR COMMISSION RECOMMENDATION**

N/A

### **ATTACHMENTS:**

1. 2022 Redlline\_Ord\_Amend\_School\_Zones Dyess Elem & AISD names (1)
2. School Zone Changes and Additions Black Line
3. Minutes of the January 14, 2021 School Board Meeting
4. Civic Clerk Presentation for School Zone and Name Changes

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-286, “DECREASED SPEED LIMITS-SCHOOL ZONES,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY**

**WHEREAS**, the old Dyess Elementary School has been demolished and a new school has been construction on at a different location on the same property, which results in the need to lengthen the school speed zone on Jennings Dr. and to add a school speed zone on Hampton Hills St.; and

**WHEREAS**, the Abilene Independent School District changed the names of three elementary schools, and the new names need to be listed in the school speed zones section of the code of ordinances; and

**WHEREAS**, the City Code of Ordinance provides for decreased speed limits for established school zones; and

**WHEREAS**, there is a need to amend the City Code of Ordinances to implement the changes to the school speed zones.

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

**PART 1:** That Chapter 18, Article XIII, Section 18-286, “Decreased Speed Limits – School Zones,” 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 14<sup>th</sup> day of July 2022.**

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 24<sup>h</sup> day of July, 2022, 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 28th day of July, 2022, to permit the public to be heard.

**PASSED ON SECOND AND FINAL READING this 28<sup>th</sup> day of July 2022.**

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

## Exhibit A

### Sec. 18-286. – Decreased Speed Limits—School zones.

- (a) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be twenty (20) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

Expand

| School              | Street             | Extent                                                           |
|---------------------|--------------------|------------------------------------------------------------------|
| Austin Elementary   | South 23rd St.     | 170 feet east of South Elmwood Dr. to 175 west of Greenbriar Dr. |
|                     | South 25th St.     | South Elmwood Dr. to Greenbriar Dr.                              |
|                     | Elmwood Dr., South | South 23rd St. to South 25th St.                                 |
|                     | Greenbriar Dr.     | South 23rd St. to 245 feet south of South 25th St.               |
| Bonham Elementary   | South 7th St.      | 175 feet west of Buccaneer Dr. to 150 feet east of Hawthorne St. |
|                     | Buccaneer Dr.      | South 7th St. to Potomac Ave.                                    |
|                     | Potomac Ave.       | Buccaneer Dr. to 255 feet west of Hawthorne St.                  |
| Bowie Elementary    | South 20th St.     | 255 feet west of Vine St. to 310 feet east of Jeanette St.       |
|                     | South 21st St.     | Vine St. to Jeanette St.                                         |
|                     | Jeanette St.       | South 20th St. to South 22nd St.                                 |
|                     | Vine St.           | South 20th St. to South 22nd St.                                 |
| Clack Middle School | Corsicana Ave.     | Alamo Dr. to 300 feet north of Sagehen Ridge Dr.                 |
|                     | Sagehen Ridge Dr.  | Corsicana Ave. to Snipe Ln.                                      |
|                     | Hartford St        | 160 feet west of Corsicana Ave. to Reagan Circle (west side)     |

| School                                                      | Street                  | Extent                                                                                                                  |
|-------------------------------------------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------|
| Craig Middle School                                         | Prof Bynum Way          | From Judge Ely to 200 east of Sunrise Ave.                                                                              |
| Dyess Elementary                                            | Jennings Dr.            | <del>Delaware Rd. to 1,200 feet west of Delaware Rd.</del><br><u>275 feet east of Delaware Rd. to Hampton Hills St.</u> |
|                                                             | Delaware Rd.            | Jennings Dr. to Hampton Hills St.                                                                                       |
|                                                             | <u>Hampton Hills St</u> | <u>Delaware Rd to Jennings Dr</u>                                                                                       |
| <del>Jackson Elementary</del>                               | South 32nd St.          | 260 feet west of Buffalo Gap Rd. to 210 feet west of Marshall St.                                                       |
| <u>Alcorta Elementary</u>                                   | Marshall St.            | South 32nd St. to 550 feet north of South 32nd St.                                                                      |
| Jefferson Campus                                            | Vine St.                | S. 14th St. to S. 17th St.                                                                                              |
|                                                             | Jeanette St.            | S. 14th St. to S. 17th St.                                                                                              |
|                                                             | S. 17th St.             | Jeanette St. to Vine St.                                                                                                |
| <del>Johnston Elementary</del><br><u>Purcell Elementary</u> | North 12th St.          | Glendale Dr. to Minter Lane                                                                                             |
|                                                             | North 14th St.          | Glendale Dr. to Minter Lane                                                                                             |
|                                                             | Glendale Dr.            | Laurel Dr. to North 14th St.                                                                                            |
|                                                             | Minter Lane             | North 12th St. to North 14th St.                                                                                        |
| Kenley Private School                                       | Matador St.             | South 14th St. to South 15th St.                                                                                        |
| <del>Lee Elementary</del><br><u>Stafford Elementary</u>     | North 10th St.          | 250 feet east of Pioneer Dr. to 140 feet west of North San Jose Dr.                                                     |
|                                                             | Pioneer Dr.             | North 10th St. to San Jose Dr.                                                                                          |
|                                                             | San Jose Dr.            | North 10th St. to Pioneer Dr.                                                                                           |
| Madison Middle School                                       | Barrow St.              | South 32nd St. to Edgemont Dr.                                                                                          |



| School               | Street          | Extent                                                                    |
|----------------------|-----------------|---------------------------------------------------------------------------|
| Mann Middle School   | Mimosa Dr.      | Vogel Ave. to Iris St.                                                    |
|                      | Vogel Ave.      | Westview Dr. to Mimosa Dr.                                                |
| Martinez Elementary  | North 12th St.  | 200 feet west of Clinton St. to 260 feet east of Merchant St.             |
|                      | Clinton St.     | North 12th St. to North 14th St.                                          |
|                      | Merchant St.    | North 12th St. to North 14th St.                                          |
| Ortiz Elementary     | Vogel Ave.      | Burger St. to Catclaw Creek                                               |
| Thomas Elementary    | Lakeside Dr.    | 200 feet South of Bynum St. to East South 11th St.                        |
| Ward Elementary      | Rebecca Ln.     | Alley between Pamela Dr. and Carrie Ann Ln. to 430 feet East of Bruce Dr. |
|                      | Paint Brush Dr. | Pennington Dr. to Bruce Dr.                                               |
| Woodson Skill Center | Cockerell Dr.   | 650 feet north of East Highway 80 to 500 feet south of E.N. 7th St.       |

- (b) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be twenty-five (25) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

Expand

| School              | Street        | Extent                                                             |
|---------------------|---------------|--------------------------------------------------------------------|
| Abilene High School | North 6th St. | Mockingbird Lane to Shelton St.                                    |
| Bonham Elementary   | Pioneer Dr.   | 300 feet north of Potomac Ave. to Monticello St.                   |
| Clack Middle School | South 7th St  | 333 feet west of Corsicana Ave. to 380 feet east of Corsicana Ave. |

| School                                                     | Street       | Extent                                                         |
|------------------------------------------------------------|--------------|----------------------------------------------------------------|
| Cooper High School                                         | Amarillo St. | South 36th St. to 500 feet north of South 41st St.             |
|                                                            | Sayles Blvd. | South 36th St. to South 40th St.                               |
| Mann Middle School                                         | Ambler Ave.  | Bel Air Dr. to Glendale Dr.                                    |
| Ortiz Elementary                                           | Ambler Ave.  | From Green St. to Park Ave.                                    |
| <del>Jackson Elementary</del><br><u>Alcorta Elementary</u> | S. 27th St.  | 300 feet east of Marshall St. to 300 feet west of Marshall St. |

|                      |                 |                                                 |
|----------------------|-----------------|-------------------------------------------------|
| Wyle East Elementary | Colony Hill Rd. | From Maple Street, east to the City Limits      |
| Wyle East Elementary | Maple Street    | From Colony Hill Road to Carriage Hills Parkway |

## Exhibit A

### Sec. 18-286. – Decreased Speed Limits—School zones.

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|                     | Elmwood Dr., South | South 23rd St. to South 25th St.                                 |
|                     | Greenbriar Dr.     | South 23rd St. to 245 feet south of South 25th St.               |
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|                     | South 21st St.     | Vine St. to Jeanette St.                                         |
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|                     | Sagehen Ridge Dr.  | Corsicana Ave. to Snipe Ln.                                      |
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|                       | Delaware Rd.     | Jennings Dr. to Hampton Hills St.                                   |
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|                       | North 14th St.   | Glendale Dr. to Minter Lane                                         |
|                       | Glendale Dr.     | Laurel Dr. to North 14th St.                                        |
|                       | Minter Lane      | North 12th St. to North 14th St.                                    |
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|                       | Pioneer Dr.      | North 10th St. to San Jose Dr.                                      |
|                       | San Jose Dr.     | North 10th St. to Pioneer Dr.                                       |
| Madison Middle School | Barrow St.       | South 32nd St. to Edgemont Dr.                                      |
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| School               | Street          | Extent                                                                    |
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| Ortiz Elementary     | Vogel Ave.      | Burger St. to Catclaw Creek                                               |
| Thomas Elementary    | Lakeside Dr.    | 200 feet South of Bynum St. to East South 11th St.                        |
| Ward Elementary      | Rebecca Ln.     | Alley between Pamela Dr. and Carrie Ann Ln. to 430 feet East of Bruce Dr. |
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| Cooper High         | Amarillo St.  | South 36th St. to 500 feet north of South 41st St.                 |

| <b>School</b>      | <b>Street</b> | <b>Extent</b>                                                  |
|--------------------|---------------|----------------------------------------------------------------|
| School             | Sayles Blvd.  | South 36th St. to South 40th St.                               |
| Mann Middle School | Ambler Ave.   | Bel Air Dr. to Glendale Dr.                                    |
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| Wyle East Elementary | Colony Hill Rd. | From Maple Street, east to the City Limits      |
| Wyle East Elementary | Colony Hill Rd. | From Colony Hill Road to Carriage Hills Parkway |

Minutes of the January 14, 2021  
Regular Meeting  
of the Board of Trustees

The Board of Trustees of the Abilene Independent School District met in a Regular Meeting at 4:30 PM, January 14, 2021, Boardroom, One AISD Center, 241 Pine Street, Abilene, Texas. Daryl Zeller, president of the Board of Trustees, called the meeting to order at 4:30 p.m., observed that a quorum was present, and stated that notice of the meeting had been duly posted in the time and manner prescribed by law.

Trustees present for all or part of the meeting: Daryl Zeller, president; Cindy Earles, vice president; Angie Wiley, secretary; Bill Enriquez, assistant secretary; Dr. Danny Wheat, Derek Hood and Rodney Goodman. Members absent: None.

Administrators present for all or part of the meeting: Dr. David Young, superintendent; Dr. Gustavo Villanueva, associate superintendent of Leadership and Student Services; Dr. Ketta Garduno, associate superintendent for curriculum and instruction; Scott McLean, associate superintendent of operations; Alison Sims, Executive Director of Human Resources; Dr. Joe Waldron, Chief Financial Officer; and Lance Fleming, chief communications officer; Susan Neil and Robin Jones, assistants to the superintendent.

- A. Closed Session: A Closed Session may be held under the provisions of Texas Government Code, Chapter 551 including but not limited to Section 551.071, Section 551.072, Section 551.074, Section 551.076, and Section 551.082, and Section 551.0821.

Daryl Zeller announced that a closed session would be held under the provisions of Texas Code, Chapter 551.

The Board convened in closed session at 4:31 p.m.

- I. The Board may deliberate matters of Personnel, i.e. appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee. (Section 551.074)
  - a. Professional Employment Contracts.
  - b. Superintendent Performance Evaluation.
- II. Consultation with Legal Counsel regarding Pending or Contemplated Litigation and/ or Privileged Legal Advice. (Section 551.071)
- III. The Board may discuss the Value, Exchange and/or Disposition of Real Property. (Section 551.072)
- IV. The Board may discuss matters of Safety and Security. (Section 551.076)
- V. The Board may discuss matters pertaining to Students necessarily involving personally identifiable information, e.g. Student Discipline. (Sections 551.082, 551.0821)

II. Reconvene from Closed Session.

The Board reconvened from closed session at 6:09 p.m.

Daryl Zeller called on Dr. Gustavo Villanueva, Associate Superintendent of Student Services and Leadership, to give the invocation and lead the pledges.

C. Board/Superintendent Announcements/Information.

- Taylor Elementary School, Ribbon Cutting Ceremony – February 2 at 9:30 a.m.

D. Recognitions.

I. School Board Appreciation Month.

Dr. Young reflected on the Board's service and dedication, thanking them for their commitment and sacrifice on behalf of the students, parents, and staff of Abilene ISD. Lance Fleming, Chief Communications Officer, called on individual principals who introduced their assigned honored board member for the month of January. Each respective principal expressed their gratitude to the Board of Trustees for their dedication and service to the district.

Mr. Zeller announced at 6:54 p.m. the Board would recess for a 10 minute break.

Mr. Enriquez left the meeting at 6:54 p.m.

The Board reconvened at 7:09 p.m.

E. Oral Communication from the Public.

Daryl Zeller asked Chief Communications Officer, Lance Fleming if there were any emails from the public to be read at this time.



There was none.

### III Public Hearing on 2019-2020 Texas Academic Performance Report.

Mr. Zeller opened the public hearing at 7:11 pm, and asked Dr. Ketta Garduno, Associate Superintendent of Curriculum & Instruction, and Director of Accountability, Jeannie Forehand, to give a brief summary on the TAPR Report.

Jeannie Forehand, director of accountability, gave a presentation to update the Board on performance outcomes from the 2019-2020 TAPR Report.

The annual report will be available on the district website.

This is an information item only. No action was taken.

A. Open Public Hearing.

B. Receive Public Input.

Mr. Zeller asked if anyone from the public wished to address the Board regarding the TAPR Report. There were none.

C. Close Public Hearing.

Mr. Zeller closed the public hearing at 7:16 pm.

### IV. Consent Agenda

A. The Board will consider approval of the Budget Amendments.

B. The Board will consider accepting the November Financials.

C. The Board will consider approval of the Minutes of the December 3, 2020 Board Workshop, and the December 7, 2020 Regular Meeting.

D. The Board will consider approval of Depository Resolution to Change Authorized Signatures on Checks and Grant other Specific Authority.

E. The Board will consider approval of Head Start/Early Head Start Program Planning Decisions and Refunding Proposal Budgets for Fiscal Year 2021.

F. The Board will consider approval of the 2021-2022 AISD Academic Calendar.

G. The Board will consider approval of the Investment Report for Quarter Ending November 30, 2020.

Daryl Zeller asked if any Board member wished to remove an item from the consent agenda for separate discussion. There was none.

Dr. Wheat made a motion to approve the consent agenda as presented. The motion was seconded by Mr. Hood and approved 6-0.

Ayes: Wheat, Earles, Wiley, Goodman, Zeller, Hood

Nays: None

### V. Regular Agenda.

Mr. Enriquez returned to the meeting at 7:20 p.m.

A. 2018 Bond Reports.

#### I. PSC

Ruppert Rangel, gave an update on Dyess Elementary School:

- Structural steel in Kitchen is being installed
- Brick veneer continues on North classroom wing
- Interior partition framing is being installed Area A
- HVAC ductwork has begun in Area A
- Electrical and plumbing rough-in continues
- Beginning roofing this week

#### II. Jacob Martin

Will Duncan updated the board on the following projects:

- Madison and Mann Middle Schools Fine Arts
  - Overall Project-Approximately 99% complete
  - All scope has been completed
  - Band and Orchestra have moved into permanent spaces

- Punchlist correction is 80% complete and closeout documents are being prepared
- Project completed on time
- Abilene High and Cooper High Fine Arts
  - Construction Documents have been submitted to AISD for final review
  - Color selections are underway
  - Final coordination to occur during January/February
  - Project tentatively released to bid March

### III. Huckabee

Doug Schlagel gave a project status report on the following projects:

- Taylor Elementary School
  - Classes in session January 4, 2021
- The LIFT Center
  - Section 4-5 (Shops) – Continued exterior and interior trade work, roofing nearing completion, exterior storefront and curtain wall windows arriving this week to fully enclose exterior.
  - Section 2/3 (Commons) – Steel joists and miscellaneous framing ongoing, 2<sup>nd</sup> floor slab poured in Section 3, interior stud framing, HVAC and electrical work underway, roofing underway over kitchen.
  - Section 1 (Academic Wing) – Primary Steel structure finishing this week, delayed due to weather at the end of December. Interior stud framing and HVAC, electrical rough in beginning. 2<sup>nd</sup> of 3 second floor slab pours to commence this week. .

### B. The Board will discuss and possibly consider approval of new names for Jackson, Johnston, and Lee Elementary Schools.

Mr. Enriquez made a motion to accept Robert & Sammie Stafford as the new name for Lee Elementary School. The motion was seconded by Mr. Hood and approved 6-1.

Ayes: Wheat, Earles, Wiley, Enriquez, Zeller, Hood

Nayes: Goodman

Dr. Wheat made a motion to accept Eugene Purcell & Susan Petty as the new name for Johnston Elementary School. The motion was seconded by Mr. Zeller. The motion failed 4-3.

Ayes: Wheat, Wiley, Zeller

Nayes: Goodman, Hood, Enriquez, Earles

Mr. Hood made a motion to accept Eugene Purcell as the new name for Johnston Elementary School. The motion was seconded by Mrs. Earles and approved 6-1.

Ayes: Wheat, Earles, Wiley, Enriquez, Zeller, Hood

Nayes: Goodman

Mr. Enriquez made a motion to accept Jose Alcorta Sr. as the new name for Jackson Elementary School. The motion was seconded by Mrs. Earles and approved 6-1.

Ayes: Wheat, Earles, Wiley, Enriquez, Zeller, Hood

Nayes: Goodman

### C. The Board will consider approval of the District Annual Financial and Compliance Report.

In accordance with the provisions of the Texas Education Code mandated through the TEA Financial Accountability System Resource Guide, an annual audit of the District's financial records by an independent audit firm must be approved and delivered to the TEA within 150 days after fiscal year end. Eide Bailly., LLP was employed to conduct the annual audit for the year ended August 31, 2020.

Jeromy Stephens, Audit Partner with Eide Bailly, gave an overview of the report and answered questions from Board members.

Mrs. Wiley made a motion to approve the District's Annual Financial and Compliance Report for the fiscal year ended August 31, 2020. The motion was seconded by Mr. Goodman and approved 7-0.

Ayes: Wheat, Earles, Wiley, Hood, Zeller, Goodman, Enriquez

Nayes: None

- D. The Board will consider approval of accepting the 2019-2020 Shotwell Complex Financial Report. Dr. Joe Waldron, Chief Financial Officer, presented the Abilene ISD Shotwell Complex Revenue and Expenditure Report for the year ended August 31, 2020.

Mr. Goodman made a motion to accept the Abilene ISD Shotwell Complex Revenue and Expenditure Report for the year ended August 31, 2020 as presented. The motion was seconded by Mrs. Earles and approved 7-0.

Ayes: Wheat, Earles, Wiley, Hood, Zeller, Goodman, Enriquez

Nayes: None

- E. The Board will consider approval of a Resolution regarding Emergency Paid Sick Leave.

Chief Financial Officer, Dr. Joe Waldron stated to the Board of Trustees that in March 2020 the Federal Government passed the Families First Coronavirus Response Act that created paid leave for employees under certain circumstances relating to COVID-19. The Coronavirus Response Act expired on December 31, 2020. The Emergency Paid Sick Leave Resolution extends the use of up to 80 hours of paid leave for full time employees through the end of the contract year in June 2021.

Mrs. Wiley made a motion to approve a Resolution regarding Emergency Paid Sick Leave. The Motion was seconded by Dr. Wheat and approved 7-0.

Ayes: Wheat, Earles, Wiley, Hood, Zeller, Goodman, Enriquez

Nayes: None

VI. The Board may take action relevant to Items Covered During Closed Session.

There were none.

- A. The Board will consider approval of Personnel Recommendations.

I. Professional Employment Contracts.

B. Matters pertaining to Litigation, if any.

C. Matters pertaining to Real Property, if any.

D. Matters pertaining to Safety and Security, if any.

E. Matters pertaining to Students, if any.

VII. Adjournment.

There being no further business to come to the attention of the Board, the meeting was adjourned at 9:35 p.m.

**APPROVED:**

---

**Daryl Zeller, President**

**ATTEST:**

---

**Angie Wiley, Secretary**

**Ordinance: Amending Abilene  
Municipal Code For Expanded  
School Zones As Well As Updating  
Three (3) School Names**

*(Johnson)*





# Existing and New School Zones – Dyess Elementary



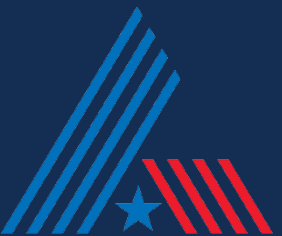
Existing School Zone



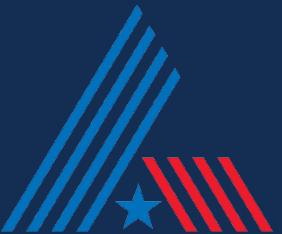
New School Zone

# Abilene Independent School District (AISD) School Name Updates

- Jackson Elementary is now Alcorta Elementary
- Johnston Elementary is now Purcell Elementary
- Lee Elementary is now Stafford Elementary



# QUESTIONS?







**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO:** Honorable Mayor and City Council Members

**FROM:** Misty Mayo

**SUBJECT:** 25. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Amended 2021-2022 Fiscal Year Budget for the Development Corporation of Abilene (*Misty Mayo*)

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**GENERAL INFORMATION**

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1. City Resolution - Revised FY22 Budget
2. DCOA PRESENTATION 7-28-22-FINAL (1)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA")  
REVISED FISCAL YEAR 2021-2022 BUDGET.**

**WHEREAS**, on June 2, 2022, the DCOA approved a revised Fiscal Year 2021-2022 Budget (the "**Revised FY21-22 Budget**"), a copy of which is set forth on **Exhibit A**, attached hereto and fully incorporated herein; and,

**WHEREAS**, the DCOA requests that the City of Abilene approve the Revised FY21-22 Budget.

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

**PART 1.** The City of Abilene hereby approves the Revised FY21-22 Budget.

**PART 2.** The City of Abilene's approval of the DCOA's Revised FY21-22 Budget as set forth in this Resolution is the City of Abilene's approval of the DCOA's programs and expenditures as set forth in the Revised FY21-22 Budget as required by the Texas Local Government Code and the DCOA's Bylaws.

**PART 3.** This Resolution takes effect immediately upon its adoption.

**ADOPTED this \_\_\_\_ day of July, 2022.**

**ATTEST:**

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

**APPROVED:**

\_\_\_\_\_  
Stanley Smith, City Attorney

## **Exhibit A**

# DEVELOPMENT CORPORATION OF ABILENE

*Abilene City Council  
July 28, 2022*







Develop**Abilene**  
DEVELOPMENT CORPORATION OF ABILENE

# ABILENE'S FUTURE IS BRIGHT

## VISION

The Vision of the Development Corporation of Abilene is to build the future Abilene.

## MISSION

The Mission of the Development Corporation of Abilene is to lead economic growth in Abilene by attracting and sustaining industries that support job creation, foster strong business, and ensure a prosperous community.

## ABOUT US

The DCOA is funded by .05% of the Sales and Use Tax for Type A Development Corporations. These funds are invested in the Abilene community by the DCOA to fulfill its mission.

# IMPACT IN ABILENE



**\$31.6 Million**

CAPITAL INVESTMENT

**139**

JOBS CREATED

**119**

JOBS RETAINED

**60,000**

SQ FT FLAGSHIP  
MANUFACTURING FACILITY



**GREAT LAKES  
CHEESE**

**\$184.5 Million**

CAPITAL INVESTMENT

**\$3.48 Billion**

ESTIMATED 10-YEAR ECONOMIC  
IMPACT FOR ABILENE & TEXAS

**510**

JOBS CREATED

**286,500**

SQ FT STATE-OF-THE-ART PACKAGING  
AND DISTRIBUTION PLANT



**\$3.0 Million**

CAPITAL INVESTMENT

**13**

JOBS CREATED

**71,000**

SQ FT LOGISTICS &  
DISTRIBUTION CENTER

**DAFB**

Dyess Air Force Base

**\$360,000**

MATCHING GRANT



**Develop Abilene**  
DEVELOPMENT CORPORATION OF ABILENE

# INVESTING IN ABILENE



**\$2.4 Billion**

CAPITAL INVESTMENT

**57**

JOBS CREATED

**\$993.4 Million**

ESTIMATED ECONOMIC IMPACT IN  
ABILENE AND TAYLOR COUNTY

***This project marked the largest  
capital investment in the DCOA's  
32-year history.***



**\$15.4 Million**

CAPITAL INVESTMENT

**317**

JOBS RETAINED

**74**

JOBS CREATED

**153,000**

SQ FT BACK OFFICE &  
WAREHOUSING FACILITY



**\$29.3 Million**

CAPITAL INVESTMENT

**28**

JOBS RETAINED

**37**

JOBS CREATED

**25,895**

SQ FT RESEARCH &  
DEVELOPMENT FACILITY



Develop**Abilene**  
DEVELOPMENT CORPORATION OF ABILENE



# INVESTING IN ABILENE

1989 – PRESENT

\$3.336 Billion

CAPITAL INVESTMENT

# AN AWARD-WINNING ORGANIZATION

*#8 Metro in  
the Nation*



*One of only 14 cities in the U.S. to  
receive the Community Impact Award*



*Community Economic Development  
Award for Innovativeness*



*Exceptional Level Of Professional  
Development & Commitment To Excellence  
Three Years in a Row*

# AN AWARD-WINNING TEAM

DCOA President & CEO, Misty Mayo, &  
Abilene Great Lakes Cheese Leadership, Mitch Fiedler,  
Recognized at the Governor's Mansion by Governor Greg Abbott

*TEXAS WON THE 2021 GOVERNOR'S CUP FOR 10<sup>TH</sup> YEAR IN A ROW*



# TOP 50 IN NORTH AMERICA



DCOA President & CEO Misty Mayo  
nationally recognized as  
one of North America's  
Top 50 Economic Developers





# ECONOMIC DEVELOPMENT STRATEGIC PLAN 2022-2025

The objectives, strategies, and actions detailed in Abilene's **Strategic Plan** are a culmination of extensive data analysis and thorough input from stakeholders, community and DCOA Leadership. The plan is intended to evaluate and prioritize the current and future needs of Abilene's economic development efforts.



# ACKNOWLEDGMENTS

Thank you to the DCOA Board of Directors, as well as the members of the City Council of Abilene and the community partners.

This plan reflects a culmination of input from:

- DCOA Board of Directors
- City Council of Abilene
- City of Abilene
- Abilene Chamber of Commerce
- Abilene Christian University  
Griggs Center for Entrepreneurship  
and Philanthropy
- Abilene Independent School District
- Abilene Industrial Foundation
- Abilene Regional Airport
- Military Affairs Committee
- Texas Tech University Small Business  
Development Center

## CONTACT

**Misty Mayo**

President and CEO

Misty.Mayo@abilenedcoa.com | 325.676.6390

DevelopAbilene.com



## BUSINESS RETENTION AND EXPANSION

*Influence business growth in the community.*

Create a culture that engages existing targeted-industry businesses as the catalyst for sustaining and growing our economic base.

## BUSINESS ATTRACTION

*Promote Abilene as the premier location for business.*

Strengthen Abilene's competitive advantage by activating strategies that attract consistent and sustainable investment for the community.



Primal Pet Group



Great Lakes Cheese

*Market the community aggressively and proactively.*

Develop a robust marketing strategy for DevelopAbilene encompassing communication systems and strategic research to support all initiatives of the DCOA under a highly recognizable brand.

## MARKETING AND BRAND MANAGEMENT

*Implement innovative workforce initiatives to support Type A Companies.*

Initiate new innovative approaches to broaden workforce capacity, creating a sustainable pipeline of available workforce and support systems for existing and future Type A Companies.

## WORKFORCE DEVELOPMENT

## REAL ESTATE

*Prioritize real estate assets that spur Abilene's future growth.*

Lead industry development initiatives and strategic projects that most effectively impact long-term economic development success.

## EFFECTIVE OPERATIONS

*Ensure DCOA's effectiveness to continue long-term success and impact for Abilene in economic development.*

Establish sustainable mission-critical operations that maximize the DCOA's effectiveness in implementing strategies aligned with the Mission.



Five Points Business Park



## **BUSINESS RETENTION & EXPANSION STRATEGIES**

- Establish a sustainable system for identifying, researching, and engaging existing Type A businesses.
- Develop programs to support the growth of existing businesses.
- Become a hub for creative and innovative business.

## **BUSINESS ATTRACTION STRATEGIES**

- Implement systems that identify and engage targeted prospects, manage their interactions with us, and lead them to an Abilene location decision.
- Commission a competitive analysis and target industry study to prepare research that evaluates our resource capacities and identifies prospect industries aligned with those resources.
- Utilize and expand data & software assets to perform next-level, competitive business retention and expansion, business development, promotion, and marketing operations.

## **MARKETING AND BRAND MANAGEMENT STRATEGIES**

- Identify and develop resources needed to draw prospect interest and confirm the appropriateness of an Abilene location.
- Utilize proactive marketing to implement organizational and industry marketing, and state, national, and international outreach efforts.
- Promote existing growth to leverage positive messages for workforce, business retention and expansion, and business attraction.

## **WORKFORCE DEVELOPMENT STRATEGIES**

- Examine all aspects of the regional workforce and create an action summary to support the needs identified.
- Implement programs to sustain and enhance the skills and capabilities of the regional workforce aligned with targeted industries.
- Further enhance and invest in education and training with educational partners, including an emphasis on exiting Dyess Airmen.

## **REAL ESTATE STRATEGIES**

- Implement a real-time sustainable system that identifies and inventories all aspects of available real estate potentially suitable for the needs of targeted prospects, including consideration of acquisition & expansion of existing assets and Industrial Parks.
- Analyze and evaluate costs and benefits of all DCOA properties to determine the best use for each property and formulate plans to implement.
- Plan for long-term opportunities related to economic development incentives, incentive zones, and emerging opportunities.
- Evaluate master plans for both Industrial Parks for updates and improvements.

## **EFFECTIVE OPERATIONS STRATEGIES**

- Employ systems to ensure engagement of qualified and dedicated Staff and Board members to ensure their contributions through effective training and education.
- Manage engagement of Partners to help deliver aspects of the DCOA's comprehensive responsibilities.
- Implement best practices for policies and financial management systems to ensure future strategic projects are considered, as well as appropriate budgeting, monitoring, recording, and reporting of financial practices.

# BUSINESS RETENTION & EXPANSION

*Influence business growth in the community.*

## Objective

Create a culture that engages existing targeted-industry business as the catalyst for sustaining and growing our economic base.

## STRATEGIES

- Establish a sustainable system for identifying, researching, and engaging existing Type A businesses.
- Develop programs to support the growth of existing businesses.
- Become a hub for creative and innovative business.

Mayor Williams & DCOA Team at Bridgestone  
Bandag's

50 Years in Abilene Celebration



DCOA Team Members Toured the  
New Amazon Facility WTX3



BlueCross BlueShield  
of Texas

Celebrated BlueCross  
BlueShield's  
25<sup>th</sup> Year in Abilene with  
a newly negotiated lease



# BUSINESS ATTRACTION

*Promote Abilene as the premier location for business.*

## Objective

Strengthen Abilene's competitive advantage by activating strategies that attract consistent and sustainable investment for the community.

## STRATEGIES

- Implement systems that identify and engage targeted prospects, manage their interactions with us, and lead them to an Abilene location decision.
- Commission a competitive analysis & target industry study to prepare research that evaluates our resource capacities and identifies prospect industries aligned with those resources.
- Utilize and expand data and software assets to perform next-level, competitive business retention and expansion, business development, promotion, and marketing operations.

## MARKETING MISSIONS PROMOTING ABILENE

*Establishing "Top of Mind" Relationships with  
International, National & State Economic  
Development Allies & Prospective Companies*



**DevelopAbilene**  
DEVELOPMENT CORPORATION OF ABILENE

# BUSINESS ATTRACTION

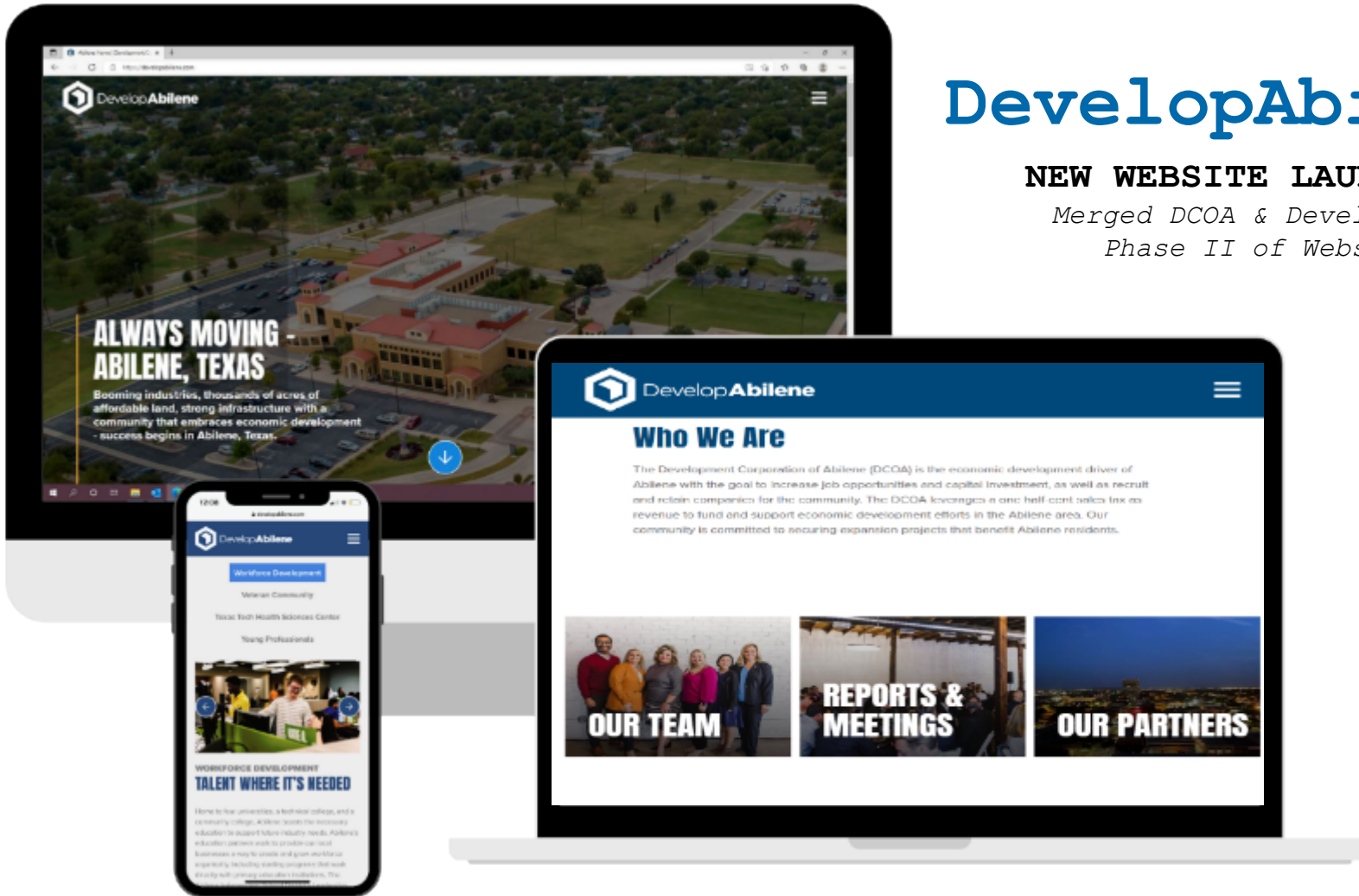
*Promote Abilene as the premier location for business.*

## DevelopAbilene.com

**NEW WEBSITE LAUNCHED IN 2022**

*Merged DCOA & DevelopAbilene sites*

*Phase II of Website Underway*





# MARKETING & BRAND MANAGEMENT

*Market the community aggressively and proactively.*

## Objective

Develop a robust marketing strategy for DevelopAbilene's encompassing communication systems and strategic research to support all initiatives of the DCOA under a highly recognizable brand.

## STRATEGIES

- Identify and develop resources needed to draw prospect interest and confirm the appropriateness of an Abilene location.
- Utilize proactive marketing to implement organizational and industry marketing, and state, national, and international outreach efforts.
- Promote existing growth to leverage positive messages for workforce, business retention and expansion, and business attraction.

## TARGETED SITE CONSULTANT CAMPAIGN

Leveraging current successes to aggressively market Abilene as the premier location for business expansion with site consultants in Texas and across the nation.



# MARKETING & BRAND MANAGEMENT

*Market the community aggressively and proactively.*

## SOCIAL MEDIA CAMPAIGN THIS IS ECONOMIC DEVELOPMENT

2022

*Economic Development Week  
Social Media Video  
Campaign*

Follow us on Social  
Media  
**@DevelopAbilene**



# MARKETING & BRAND MANAGEMENT

*Market the community aggressively and proactively.*

## Intentional Advertising Partners



TexasMonthly



AREADEVELOPMENT

eLiteREPORTS

## Advertising Impressions

**2,600,000+**

CURRENT SUBSCRIBERS

**50**

STATES REPRESENTED

**225,000**

WEBSITE VISITS SINCE FEBRUARY 2022

*Data Source: Development Corporation of Abilene,  
October 1, 2021-June 30, 2022*



Develop**Abilene**  
DEVELOPMENT CORPORATION OF ABILENE



# ABILENE TEXAS



# HERE YOU GROW



[DevelopAbilene.com/Grow](https://DevelopAbilene.com/Grow)



**DevelopAbilene**  
DEVELOPMENT CORPORATION OF ABILENE



**TexasMonthly**

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# WORKFORCE DEVELOPMENT

*Implement innovative workforce initiatives to support Type A Companies.*

## Objective

Initiate new innovative approaches to broaden workforce capacity, creating a sustainable pipeline of available workforce and support systems for existing and future Type A companies.

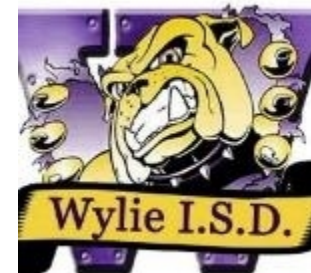
## STRATEGIES

- Examine all aspects of the regional workforce and create an action summary to support the needs identified.
- Implement programs to sustain and enhance the skills and capabilities of the regional workforce aligned with targeted industries.
- Further enhance and invest in education and training with educational partners, including an emphasis on exiting Dyess Airmen.



## NEXTU Graduation Celebration

*NEXTU, powered by the DCOA, is a career empowerment program designed to enhance workforce training opportunities to create a pipeline of skilled local employees prepared to meet the demands of Abilene-based Type A employers.*





# REAL ESTATE

*Prioritize real estate assets that spur Abilene's future growth.*

## Objective

Lead industry development initiatives and strategic projects that most effectively impact long-term economic development success.

## STRATEGIES

- Implement a real-time sustainable system that identifies and inventories all aspects of available real estate potentially suitable for the needs of targeted prospects, including consideration of acquisition & expansion of existing assets and Industrial Parks.
- Analyze and evaluate costs and benefits of all DCOA properties to determine the best use for each property and formulate plans to implement.
- Plan for long-term opportunities related to economic development incentives, incentive zones, and emerging opportunities.
- Evaluate master plans for both Industrial Parks for updates and improvements.



Commissioning In-Depth Real Estate  
Evaluation

[DEVELOPABILENE.COM/GROW](http://DEVELOPABILENE.COM/GROW)

# EFFECTIVE OPERATIONS

*Ensure DCOA's effectiveness to continue long-term success and impact for Abilene in economic development.*

## Objective

Establish sustainable mission-critical operations that maximize the DCOA's effectiveness in implementing strategies aligned with the Mission.

## STRATEGIES

- Employ systems to ensure engagement of qualified and dedicated Staff and Board members to ensure their contributions through effective training and education.
- Manage engagement of Partners to help deliver aspects of the DCOA's comprehensive responsibilities.
- Implement best practices for policies and financial management systems to ensure future strategic projects are considered, as well as appropriate budgeting, monitoring, recording, and reporting of financial practices.

100% of the DCOA Team has received certification in Economic Development by the Texas Economic Development Council.



The entire DCOA Board of Directors and DCOA Team hold certificates for the State Sales Tax Economic Development continuing education.

# 2022 SWOT ANALYSIS

**STRENGTHS | OPPORTUNITIES | WEAKNESSES | THREATS**

A SWOT analysis of key economic development drivers in Abilene was performed based on direct input from stakeholders, community and DCOA leadership. This SWOT is a critical component of the development of the Economic Development Strategic Plan.

## HIGHLIGHTS INCLUDE

### STRENGTHS

- Strong, Diverse and Open-Minded Leadership
- Momentum from Recent Wins
- Clear focus on DCOA Mission
- Strong Partners and Community Leadership

### WEAKNESSES

- Availability of Trained Workforce and Talent Pipeline
- Changing Culture and Rebuilding
- Customers Lack Clear Point of Contact Due to Many Partners

### OPPORTUNITIES

- Increased Emphasis in Growing Existing Businesses
- Economic Strength in Region and State
- Continuing to leverage marketing resources Nationally and Internationally to Grow Business
- Diversification of economic base

### THREATS

- Competition from other Economic Development Organizations and Communities
- Needed Infrastructure Upgrades and Readily Available Housing Options
- Competition for Workforce in Larger-sized Communities



# DCOA TEAM



**MISTY MAYO**  
President & CEO



**JULIE JOHNCOX**  
Executive Vice  
President & COO



**REGI  
McCABE-GOSSETT**  
Controller



**BROCK NEW**  
Vice President,  
Business  
Development



**AMY WHITMER**  
Business Retention  
and Expansion  
Manager



**MARISSA RANSTED**  
Workforce  
Development  
Manager



**AKANE THAXTON**  
Finance Manager



**RICK JONES**  
Facilities Manager



**ASHLEY WHITMER**  
Economic  
Development  
Specialist



# DCOA BOARD



**SAM VINSON**  
*Chair*



**VIC CORLEY**  
*Vice Chair*



**SHEA HALL**  
*Secretary &  
Treasurer*

**FLOYD  
MILLER**  
*Board Member*



**JACK RICH**  
*Immediate Past  
Chair*





# FY 2022 Amended Budget



# FY 2022 Amended Budget

|   | Budget Type                   | FY 2022 Budget       | FY 2022 Proposed Budget Adjustment | Difference  |
|---|-------------------------------|----------------------|------------------------------------|-------------|
| 1 | Interest Income               | \$ 16,391            | \$ 16,391                          | \$ -        |
| 2 | Investment Income             | \$ 12,000            | \$ 12,000                          | \$ -        |
| 3 | Lease Revenue                 | \$ 983,282           | \$ 983,282                         | \$ -        |
| 4 | Sales Tax Revenue             | \$ 12,474,516        | \$ 12,474,516                      | \$ -        |
|   | <b>Total Budgeted Revenue</b> | <b>\$ 13,486,189</b> | <b>\$ 13,486,189</b>               | <b>\$ -</b> |

|    | Budget Type                         | FY 2022 Budget      | FY 2022 Proposed Budget Adjustment | Difference       |
|----|-------------------------------------|---------------------|------------------------------------|------------------|
| 5  | Employee Salaries                   | \$ 942,510          | \$ 942,510                         | \$ -             |
| 6  | TMRS Retirements                    | \$ 97,560           | \$ 97,560                          | \$ -             |
| 7  | Payroll Taxes                       | \$ 67,300           | \$ 80,000                          | \$ 12,700        |
| 8  | Employee Health Benefits            | \$ 61,200           | \$ 61,200                          | \$ -             |
| 9  | Property Insurance                  | \$ 460,000          | \$ 460,000                         | \$ -             |
| 10 | Liability Insurance                 | \$ 100,000          | \$ 115,500                         | \$ 15,500        |
| 11 | IT Management, Software, & Hardware | \$ 120,000          | \$ 146,000                         | \$ 26,000        |
| 12 | Marketing & Promotion               | \$ 1,300,000        | \$ 1,300,000                       | \$ -             |
| 13 | Indirect Cost Allocation            | \$ 50,000           | \$ 50,000                          | \$ -             |
| 14 | Other Special Serv & Materials      | \$ 5,000            | \$ 5,000                           | \$ -             |
| 15 | Required Legal Notices              | \$ 5,000            | \$ 5,000                           | \$ -             |
| 16 | Office Furniture & Equipment        | \$ 30,000           | \$ 65,000                          | \$ 35,000        |
| 17 | Office Supplies                     | \$ 8,000            | \$ 11,600                          | \$ 3,600         |
|    | <b>Total Lines 5 - 17</b>           | <b>\$ 3,246,570</b> | <b>\$ 3,339,370</b>                | <b>\$ 92,800</b> |

# FY 2022 Amended Budget

|                                    | Budget Type                                                                               | FY 2022 Budget      | FY 2022 Proposed Budget Adjustment | Difference         |
|------------------------------------|-------------------------------------------------------------------------------------------|---------------------|------------------------------------|--------------------|
| 18                                 | Postage                                                                                   | \$ 6,000            | \$ 6,000                           | \$ -               |
| 19                                 | Printing Costs                                                                            | \$ 5,000            | \$ 5,000                           | \$ -               |
| 20                                 | Uniforms/Clothing Allowance                                                               | \$ 3,000            | \$ 3,000                           | \$ -               |
| 21                                 | Employee Education and Certifications                                                     | \$ 100,000          | \$ 100,000                         | \$ -               |
| 22                                 | Professional Services                                                                     | \$ 500,000          | \$ 500,000                         | \$ -               |
| 23                                 | Building Maintenance                                                                      | \$ 600,000          | \$ 600,000                         | \$ -               |
| 24                                 | Land Betterments Maintenance                                                              | \$ 520,000          | \$ 520,000                         | \$ -               |
| 25                                 | Property Maintenance                                                                      | \$ 12,560           | \$ 12,560                          | \$ -               |
| 26                                 | Property Taxes                                                                            | \$ 15,000           | \$ 15,000                          | \$ -               |
| 27                                 | Local & Mission                                                                           | \$ 100,000          | \$ 100,000                         | \$ -               |
| 28                                 | Utilities                                                                                 | \$ 57,640           | \$ 73,840                          | \$ 16,200          |
| 29                                 | Workforce Development Initiatives                                                         | \$ 155,000          | \$ 155,000                         | \$ -               |
| 30                                 | Business Retention & Expansion Initiatives -<br>Includes entrepreneurial & small business | \$ 250,000          | \$ 250,000                         | \$ -               |
| 31                                 | Military Affairs Committee                                                                | \$ 437,000          | \$ 437,000                         | \$ -               |
| 32                                 | Abilene Industrial Foundation                                                             | \$ 505,000          | \$ 375,000                         | \$ (130,000)       |
| 33                                 | Small Business Development Corporation                                                    | \$ 253,000          | \$ 253,000                         | \$ -               |
| 34                                 | ABI Regional Airport Business Development                                                 | \$ 220,913          | \$ 220,913                         | \$ -               |
| 35                                 | ACU Griggs Center - Entrepreneurship                                                      | \$ 24,500           | \$ 45,500                          | \$ 21,000          |
| <b>Total Lines 18-35</b>           |                                                                                           | <b>\$ 3,764,613</b> | <b>\$ 3,671,813</b>                | <b>\$ (92,800)</b> |
| <b>Total FY2022 Expense Budget</b> |                                                                                           | <b>\$ 7,011,183</b> | <b>\$ 7,011,183</b>                | <b>\$ -</b>        |



# Proposed 2023 Fiscal Year Budget



# Proposed 2023 Fiscal Year Budget

## PROPOSED - FY 2023 BUDGET

|   | Account Name          | Amended<br>FY 2022 Budget | FY 2023 Budget    | \$ Change Compared to<br>FY 2022 Budget |
|---|-----------------------|---------------------------|-------------------|-----------------------------------------|
| 1 | Sales Tax Revenue     | 12,474,516                | 14,623,392        | 2,148,876                               |
| 2 | Lease Revenue         | 983,282                   | 3,285,529         | 2,302,247                               |
| 3 | Investment Income     | 12,000                    | 109,780           | 97,780                                  |
| 4 | Interest Income       | 16,391                    | 19,600            | 3,209                                   |
|   | <b>Total Revenues</b> | <b>13,486,189</b>         | <b>18,038,301</b> | <b>4,552,113</b>                        |

## PROPOSED - FY 2023 BUDGET

|    | Account Name                           | Amended<br>FY 2022 Budget | FY 2023 Budget   | \$ Change Compared to<br>FY 2022 Budget |
|----|----------------------------------------|---------------------------|------------------|-----------------------------------------|
| 5  | Employee Salaries                      | 942,510                   | 1,125,227        | 182,717                                 |
| 6  | TMRS Retirements                       | 97,560                    | 112,757          | 15,197                                  |
| 7  | Payroll Taxes                          | 80,000                    | 92,462           | 12,462                                  |
| 8  | Employee Health Benefits               | 61,200                    | 66,402           | 5,202                                   |
| 9  | Property Insurance                     | 460,000                   | 503,554          | 43,554                                  |
| 10 | Liability Insurance                    | 115,500                   | 126,473          | 10,973                                  |
| 11 | IT Management, Software, &<br>Hardware | 146,000                   | 150,000          | 4,000                                   |
| 12 | Marketing & Promotion                  | 1,300,000                 | <b>1,462,339</b> | 162,339                                 |
| 13 | Indirect Cost Allocation               | 50,000                    | -                | (50,000)                                |
| 14 | Other Special Serv & Materials         | 5,000                     | -                | (5,000)                                 |
| 15 | Required Legal Notices                 | 5,000                     | 25,000           | 20,000                                  |
|    | <b>Total Lines 5-15</b>                | <b>3,262,770</b>          | <b>3,664,213</b> | <b>401,443</b>                          |

### Marketing Expense Examples

Customer Relationship  
Management (CRM)

Advertising

Search Engine Optimization

Collateral/Printed Materials

Geofencing Strategies

Maps

Business Attraction

Social Media / Digital Marketing

Website Maintenance and  
Upgrades

Direct Marketing Campaigns

Abilene Site Tours

Marketing Missions

**\$1,462,339**

# Proposed 2023 Fiscal Year Budget

|    | Account Name                                                                                 | Amended<br>FY 2022 Budget | FY 2023 Budget   | \$ Change Compared to<br>FY 2022 Budget |
|----|----------------------------------------------------------------------------------------------|---------------------------|------------------|-----------------------------------------|
| 16 | Office Furniture & Equipment                                                                 | 65,000                    | 85,000           | 20,000                                  |
| 17 | Office Supplies                                                                              | 11,600                    | 13,000           | 1,400                                   |
| 18 | Postage                                                                                      | 6,000                     | 6,000            | -                                       |
| 19 | Printing Costs                                                                               | 5,000                     | 5,000            | -                                       |
| 20 | Uniforms/Clothing Allowance                                                                  | 3,000                     | 3,000            | -                                       |
| 21 | Employee Education and Certifications                                                        | 100,000                   | 100,000          | -                                       |
| 22 | Professional Services                                                                        | 500,000                   | 400,000          | (100,000)                               |
| 23 | Building Maintenance                                                                         | 600,000                   | 600,000          | -                                       |
| 24 | Land Betterments Maintenance                                                                 | 520,000                   | 520,000          | -                                       |
| 25 | Property Maintenance                                                                         | 12,560                    | 9,800            | (2,760)                                 |
| 26 | Property Taxes                                                                               | 15,000                    | 15,000           | -                                       |
| 27 | Local & Mission                                                                              | 100,000                   | 50,000           | (50,000)                                |
| 28 | Utilities                                                                                    | 73,840                    | 79,747           | 5,907                                   |
| 29 | Workforce Development Initiatives                                                            | 155,000                   | 400,000          | 245,000                                 |
| 30 | Business Retention & Expansion<br>Initiatives - Includes entrepreneurial &<br>small business | 250,000                   | 350,000          | 100,000                                 |
|    | <b>Total Lines 16-30</b>                                                                     | <b>2,417,000</b>          | <b>2,636,547</b> | <b>219,547</b>                          |

# Proposed 2023 Fiscal Year Budget

|    | Account Name                                 | Amended<br>FY 2022 Budget | FY 2023 Budget   | \$ Change Compared to<br>FY 2022 Budget |
|----|----------------------------------------------|---------------------------|------------------|-----------------------------------------|
| 31 | Military Affairs Committee                   | 437,000                   | 437,000          | -                                       |
| 32 | Abilene Industrial Foundation                | 375,000                   | 350,000          | (25,000)                                |
|    | Small Business Development Corporation       | 253,000                   | 253,000          | -                                       |
| 33 | ABI Regional Airport Business Development    | 220,913                   | 231,959          | 11,046                                  |
| 34 | ACU Griggs Center                            | 45,500                    | 45,500           | -                                       |
| 35 |                                              |                           |                  |                                         |
|    | <b>Total Lines 31-35</b>                     | <b>1,331,413</b>          | <b>1,317,459</b> | <b>(13,954)</b>                         |
|    |                                              |                           |                  |                                         |
|    | <b>Total Operating Expenses (Lines 5-35)</b> | <b>7,011,183</b>          | <b>7,618,219</b> | <b>607,036</b>                          |

| FY23 Incentives and Fixed Assets Budget |                                                 |             |
|-----------------------------------------|-------------------------------------------------|-------------|
|                                         | Description                                     | FY23 Budget |
| 37                                      | FY23 Business Attraction & Expansion Incentives | 5,170,082   |
| 38                                      | FY23 Capital Improvement Projects               | 2,000,000   |
| 39                                      | FY23 Land Acquisition                           | 3,250,000   |
|                                         |                                                 | 10,420,082  |

|                                  |                   |
|----------------------------------|-------------------|
| Total FY 2023 Forecasted Revenue | <b>18,038,301</b> |
|----------------------------------|-------------------|

|                                                 |                    |
|-------------------------------------------------|--------------------|
| Total FY 2023 Proposed Operating Expense Budget | <b>(7,618,219)</b> |
|-------------------------------------------------|--------------------|

|                                                         |                     |
|---------------------------------------------------------|---------------------|
| Total FY 2023 Proposed Incentives & Fixed Assets Budget | <b>(10,420,082)</b> |
|---------------------------------------------------------|---------------------|

|                                        |                |
|----------------------------------------|----------------|
| Total Change in Net Assets for FY 2023 | <b>\$ 0.00</b> |
|----------------------------------------|----------------|



# FY 2023 Supplemental Information

## FY23 Supplemental Information - Previously Approved

| Accumulated Depreciation Recognized (NonCash) | FY 2023 Depreciation Forecast (Annual) |
|-----------------------------------------------|----------------------------------------|
| Land                                          | \$ -                                   |
| Buildings & Improvements                      | 642,079                                |
| Improvements other than buildings             | 734,581                                |
| Machinery and equipment                       | 1,453                                  |
| Vehicles                                      | 9,173                                  |
| <b>Total Fixed Assets</b>                     | <b>\$ 1,387,286</b>                    |

| Multi Year Economic Development Incentives Earning Principal Reductions<br>(NonCash) | Economic Incentive Budget | Prior Years Incentive Earned | FY 2023 Incentive Earned Forecast | Remaining Amounts at End of FY23 |
|--------------------------------------------------------------------------------------|---------------------------|------------------------------|-----------------------------------|----------------------------------|
| BE in Abilene 2018                                                                   | \$ 200,000                | \$ 125,000                   | \$ 75,000                         | \$ -                             |
| BE in Abilene 2019                                                                   | 200,000                   | 100,000                      | 50,000                            | 50,000                           |
| BE in Abilene 2020                                                                   | 250,000                   | 100,000                      | 50,000                            | 100,000                          |
| Coca Cola Refreshments 2016                                                          | 3,081,778                 | 2,465,422                    | 616,356                           | (0)                              |
| Texas Tech University Health Sciences Center School of Public Health 2015            | 1,951,431                 | 1,672,655                    | 278,776                           | (0)                              |
| Primal Pet Group 2015                                                                | 9,500,000                 | 3,452,598                    | 493,228                           | 5,554,174                        |
| Broadwind Towers 2016                                                                | 570,628                   | 456,503                      | 114,126                           | (0)                              |
| Abimar Foods 2020                                                                    | 2,000,000                 | 1,333,333                    | 666,667                           | (0)                              |
| Bavarian - Extrusion Concepts 2020                                                   | 400,000                   | -                            | 80,000                            | 320,000                          |
| Chike Next Level Blending, LLC 2020                                                  | 387,000                   | -                            | 129,000                           | 258,000                          |
| Primal Pet Group 2021                                                                | 3,160,130                 | -                            | 632,000                           | 2,528,130                        |
| Vista Flags 2021                                                                     | 60,000                    | 20,000                       | 20,000                            | 20,000                           |
| <b>TOTAL Multi Year Economic Development Incentives Earning Principal Reductions</b> | <b>\$ 21,760,967</b>      | <b>\$ 9,725,511</b>          | <b>\$ 3,205,153</b>               | <b>\$ 8,830,303</b>              |

*These are the estimated noncash expenses for depreciation and multiyear incentives that have been approved in prior years.*

# FY 2023 Supplemental Information

| Multi Year Infrastructure Projects & Economic Development Incentive Contracts <u>(Cash)</u>    | Project Budget Amount | Prior Years Amount Earned | FY 2023 Incentive Earned Forecast | Balance Remaining at End of FY23 |
|------------------------------------------------------------------------------------------------|-----------------------|---------------------------|-----------------------------------|----------------------------------|
| City Street Maintenance Fund (City of Abilene) 2019                                            | \$ 8,500,000          | \$ 6,700,000              | \$ 1,800,000                      | \$ -                             |
| Access Business Park Phase II Development                                                      | 1,000,000             | 1,000,000                 | -                                 | -                                |
| Amazon (Project Golden) 2021                                                                   | 337,250               | 337,250                   | -                                 | -                                |
| Primal Pet Group (Project Tiger) 2021                                                          | 3,160,000             | 3,160,000                 | -                                 | -                                |
| Eagle Aviation Services, Inc. De-Fuel Truck 2015                                               | 205,160               | 205,160                   | -                                 | -                                |
| Broadwind (Project Backbone) 2022                                                              | 400,000               | -                         | 100,000                           | 300,000                          |
| Lancium (Project Artemis) 2021                                                                 | 2,500,000             | -                         | 2,500,000                         | -                                |
| Hendrick (Project Double T) 2021                                                               | 1,539,999             | 513,333                   | 513,333                           | 513,333                          |
| NEXT Lab (Project Future Hope) 2021                                                            | 2,930,000             | 586,000                   | 586,000                           | 1,758,000                        |
| Quality Implement (Project Grasshopper) 2021                                                   | 500,000               | 250,000                   | 50,000                            | 200,000                          |
| Dyess Air Force Base Joint Land Use Study Implementation (Matching Grant) 2022                 | 55,000                | -                         | 55,000                            | -                                |
| Dyess Air Force Base Defense Economic Adjustment Assistance Grant (Matching Grant) 2022        | 199,017               | -                         | 199,017                           | (0)                              |
| Dyess Air Force Base Defense Economic Adjustment Assistance Grant (Matching Grant) 2022        | 188,608               | -                         | 188,608                           | (0)                              |
| Great Lakes Cheese (Project Legacy) Cash Incentive 2021                                        | 30,000,000            | 8,000,000                 | 8,000,000                         | 14,000,000                       |
| Great Lakes Cheese (Project Legacy) Land & Infrastructure 2021                                 | 3,300,000             | 2,659,653                 | -                                 | -                                |
| Marigold & Fulwiler St. Upgrade Economic Development Administration (Matching Grant) 2021      | 787,500               | 434,372                   | 353,128                           | (0)                              |
| Dyess Air Force Base Defense Economic Adjustment Assistance Grant (Matching Grant) 2021        | 536,337               | 527,046                   | 9,291                             | 0                                |
| Texas State Technical College New Abilene Campus 2017                                          | 4,000,000             | 1,779,600                 | 400,000                           | 1,820,400                        |
| <b>TOTAL Multi Year Infrastructure Projects &amp; Economic Development Incentive Contracts</b> | <b>\$ 60,138,870</b>  | <b>\$ 26,152,414</b>      | <b>\$ 14,754,377</b>              | <b>\$ 18,591,732</b>             |



**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO:** Honorable Mayor and City Council Members

**FROM:** Misty Mayo

**SUBJECT:** **26. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Fiscal Year 2023 Budget for the Development Corporation of Abilene (*Misty Mayo*)

---

**GENERAL INFORMATION**

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1. City Resolution - FY23 Budget

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA")  
FISCAL YEAR 2022-2023 BUDGET.**

**WHEREAS**, on June 2, 2022, the DCOA approved a Fiscal Year 2022-2023 Budget (the "**FY22-23 Budget**"), a copy of which is set forth on **Exhibit A**, attached hereto and fully incorporated herein; and,

**WHEREAS**, the DCOA requests that the City of Abilene approve the FY22-23 Budget.

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

**PART 1.** The City of Abilene hereby approves the FY22-23 Budget.

**PART 2.** The City of Abilene's approval of the FY22-23 Budget as set forth in this Resolution is the City of Abilene's approval of the DCOA's programs and expenditures as set forth in the FY22-23 Budget as required by the Texas Local Government Code and the DCOA's Bylaws.

**PART 3.** This Resolution takes effect immediately upon its adoption.

**ADOPTED this \_\_\_\_ day of July, 2022.**

**ATTEST:**

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

**APPROVED:**

\_\_\_\_\_  
Stanley Smith, City Attorney

## **Exhibit A**



**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO:** Honorable Mayor and City Council Members

**FROM:** Misty Mayo

**SUBJECT:** 27. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Development Corporation of Abilene's Economic Development Plan (*Misty Mayo*)

---

**GENERAL INFORMATION**

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1. City Resolution - Economic Development Plan

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS  
APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA")  
ECONOMIC DEVELOPMENT PLAN.**

**WHEREAS**, the DCOA Board of Directors has reviewed the Economic Development Plan (the "**Plan**"), a copy of which is set forth on **Exhibit A**, attached hereto and fully incorporated herein; and,

**WHEREAS**, the objectives and strategies detailed in the Plan are a culmination of extensive data analysis and thorough input from stakeholders, community leaders, and DCOA Leadership; and,

**WHEREAS**, the plan is intended to evaluate the current and future needs of Abilene's economic development efforts; and,

**WHEREAS**, the DCOA requests that the City of Abilene approve the Plan.

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

**PART 1.** The City of Abilene hereby approves the Plan.

**PART 2.** The City of Abilene's approval of the Plan as set forth in this Resolution is the approval of the Plan as required by the DCOA's Bylaws.

**PART 3.** This Resolution takes effect immediately upon its adoption.

**ADOPTED this \_\_\_\_ day of July, 2022.**

**ATTEST:**

\_\_\_\_\_  
Shawna Atkinson, City Secretary

\_\_\_\_\_  
Anthony Williams, Mayor

**APPROVED:**

\_\_\_\_\_  
Stanley Smith, City Attorney



## **Exhibit A**



**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO:**

**FROM:**

**SUBJECT:**        **28. Ordinance (Consider on First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Revised 2021-2022 Budget**

---

**GENERAL INFORMATION**

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1.     Ordinance-Revised Budget 2022-3

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE APPROVING REVISED BUDGET FIGURES FOR FISCAL YEAR 2021-2022; FOR THE CITY OF ABILENE; APPROPRIATING FUNDS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager has prepared a revision of certain figures in the 2021-2022 budget and submitted same to the City Council; and,

WHEREAS, the City Council has reviewed and considered said proposed revised budget and made revisions of same; and,

WHEREAS, said budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 11<sup>th</sup>, 2022, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the revised figures, prepared and submitted by the City Manager for the 2021-2022 budget, be, and the same are hereby, in all things, approved and appropriated, and any necessary transfers between accounts and departments are hereby authorized, approved, and appropriated.

PART 2: That the City Manager and his authorized and designated employees, at his direction, be, and are hereby, authorized to sign or release easements, permits, licenses, and change orders; to sign interlocal agreements as authorized by state law; to sign documents authorizing the payment of funds, and to expend public funds as authorized by state law unless otherwise authorized by the City Council; to settle paving assessment, weed mowing, demolition, and other disputes based on legal questions of whether the assessments are enforceable or other extenuating factual circumstances. The City Manager is authorized to adjust compensation, within Council policy guidelines, of any City employee, including appointees, when in his discretion an adjustment needs to be made to retain qualified personnel. The intent of this section is to provide the ability to conduct daily affairs of the City, which involves numerous decisions of a routine nature and to retain qualified personnel.

PART 3: That the City Council hereby approves grants and contracts that are set out by this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to sign said federal, state, and other such grant and contract documents, including interlocal agreements, on behalf of the City. The funds for said contracts, agreements, and purchases are hereby approved and appropriated. The intent of this section is to approve and simplify the grant process and approve expenditures that are exempt from the Purchasing and Contracting Authority of Municipalities, Chapter 252 of the Local Government Code.

PART 4: That upon passage of this ordinance on first reading, the City Secretary be, and is hereby authorized and directed to have published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, a notice that a public hearing will be held in the Council Chambers of the City Hall in Abilene, Texas, at 8:30 A.M., on the 11<sup>th</sup> of August, 2022, to permit the public to be heard prior to consideration of this ordinance for second and final reading, said publication to be made on the 7<sup>th</sup> of August 2022, being more than twenty-four (24) hours prior to the time designated for such public hearing in accordance with Section 18 of the City Charter. 102.0065(b) Local Government Code, Special Notice by publication for Budget – except that if another law requires the governing body to give notice, by publication, of a hearing on a budget this section does not apply.

PART 5: That any ordinance, resolution, policy or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict. It is specifically provided that Resolution 40-1997 concerning liability claims shall remain in full force and effect.

PART 6: That the number, classification, and designation of each position as provided in Texas Local Government Code Ann., Chapter 143 (Vernon 1988), Municipal Civil Service, for the Police and Fire Departments, as set out below, are hereby created, established, and adopted as the official plan for the classified service of the Police and Fire Departments of the City of Abilene for the fiscal year October 1, 2021 through September 30, 2022, or as may be amended by City Council. Any position in the classified service of the Police and Fire Departments of the City of Abilene not below listed, is hereby abolished.

| <u>Police Department</u> |            | <u>Fire Department</u> |            |
|--------------------------|------------|------------------------|------------|
| Assistant Police Chief   | 3          | Deputy Fire Chief      | 2          |
| Police Lieutenant        | 9          | Battalion Chief        | 4          |
| Police Sergeant          | 26         | Fire Marshal           | 1          |
| Police Officers          | <u>178</u> | Fire Captain           | 12         |
|                          | 216        | Fire Lieutenant        | 33         |
|                          |            | Fire Fighter           | <u>146</u> |
|                          |            |                        | 198        |

PART 7: That the City's operating budgets are amended as set forth in Exhibit A attached and incorporated into as part of this Ordinance.

PASSED ON FIRST READING on the 27<sup>th</sup> day of July, A.D. 2022.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the  
11<sup>th</sup> day of August, A.D. 2022.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

EXHIBIT A

| <b>All Operating Funds</b> | <b>Adopted 2021-2022</b> | <b>Amended 2021-2022</b> |
|----------------------------|--------------------------|--------------------------|
| Fund Balance Beginning     | \$76,847,065             | \$86,175,140             |
| Total Revenue              | 286,501,069              | 296,420,037              |
| Total Expenditures         | 292,067,670              | 303,142,374              |
| Fund Balance Ending        | \$71,280,464             | 79,422,803               |



**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO:**

**FROM:**

**SUBJECT:           29. Ordinance (Consider on First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Proposed 2022-2023 Budget**

---

**GENERAL INFORMATION**

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1. Ordinance-Approved Budget 2023



**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE APPROVING AND ADOPTING BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023, FOR THE CITY OF ABILENE; APPROPRIATING FUNDS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager on July 1<sup>st</sup>, 2022, filed a proposed budget with the City Secretary for the fiscal year commencing October 1<sup>st</sup>, 2022; and,

WHEREAS, the City Council has reviewed and considered said proposed budget and made revisions of same; and,

WHEREAS, said proposed budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 11<sup>th</sup>, 2022, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the budget proposed by the City Manager for the fiscal year commencing October 1<sup>st</sup>, 2022, as revised by the City Council, be, and the same is hereby approved, adopted, and appropriated including transfers of General Fund equity to various Funds.

PART 2: That the City Manager and his authorized and designated employees, at his direction, be, and are hereby, authorized to sign or release easements, permits, licenses, and change orders; to sign interlocal agreements as authorized by state law; to sign documents authorizing the payment of funds, and to expend public funds as authorized by state law unless otherwise authorized by the City Council; to authorize disposition of City assets to appropriate entities when it serves a public purpose; to settle paving assessment, weed mowing, demolition, and other disputes based on legal questions of whether the assessments are enforceable or other extenuating factual circumstances. The City Manager is authorized to adjust compensation, within Council policy guidelines, of any City employee, including appointees, when in his discretion an adjustment needs to be made to retain qualified personnel. The intent of this section is to provide the ability to conduct daily affairs of the City, which involves numerous decisions of a routine nature and to retain qualified personnel.

PART 3: That the City Council hereby approves grants and contracts that are set out by this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to sign said federal, state, and other such grant and contract documents, including interlocal agreements, on behalf of the City. The funds for said contracts, agreements, and purchases are hereby approved and appropriated. The intent of this section is to approve and simplify the grant process and approve expenditures that are exempt from the Purchasing and Contracting Authority of Municipalities, Chapter 252 of the Local Government Code.

PART 4: That upon passage of this ordinance on first reading, the City Secretary be, and is hereby authorized and directed to have published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, a notice that a public hearing will be held in the Council Chambers of the City Hall in Abilene, Texas, at 8:30 A.M., on the 11<sup>th</sup> of August, 2022, to permit the public to be heard prior to consideration of this ordinance for second and final reading, said publication to be made on the 1<sup>st</sup> of August 2022, being more than twenty-four (24) hours prior to the time designated for such public hearing in accordance with Section 18 of the City Charter. 102.0065(b) Local Government Code, Special Notice by publication for Budget – except that if another law requires the governing body to give notice, by publication, of a hearing on a budget this section does not apply.

PART 5: That any ordinance, resolution, policy or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict. It is specifically provided that Resolution 40-1997 concerning liability claims shall remain in full force and effect.

PART 6: That the number, classification, and designation of each position, as provided in Texas Local Government Code Ann., Chapter 143 (Vernon 1988), Municipal Civil Service, for the Police and Fire Departments, as set out below, are hereby created, established, and adopted as the official plan for the classified service of the Police and Fire Departments of the City of Abilene for the fiscal year October 1, 2022, through September 30, 2023, or as may be amended by City Council. Any position in the classified service of the Police and Fire Departments of the City of Abilene not below listed, is hereby abolished:

| <u>Police Department</u> |            | <u>Fire Department</u> |            |
|--------------------------|------------|------------------------|------------|
| Assistant Police Chief   | 3          | Deputy Fire Chief      | 2          |
| Police Lieutenant        | 9          | Battalion Chief        | 4          |
| Police Sergeant          | 26         | Fire Marshal           | 1          |
| Police Officers          | <u>178</u> | Fire Captain           | 12         |
|                          | 216        | Fire Lieutenant        | 33         |
|                          |            | Fire Fighter           | <u>146</u> |
|                          |            |                        | 198        |

PART 7: That the City's operating budgets are approved as set forth in Exhibit A attached and incorporated into as part of this Ordinance.

PASSED ON FIRST READING on the 27<sup>th</sup> day of July, A.D. 2022.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the  
11<sup>th</sup> day of August, A.D. 2022.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

EXHIBIT A

| <b>All Operating Funds</b> | <b>Adopted 2022-2023</b> |
|----------------------------|--------------------------|
| Fund Balance Beginning     | \$79,422,803             |
| Total Revenue              | 313,047,531              |
| Total Expenditures         | 316,689,216              |
| Fund Balance Ending        | \$75,781,118             |



**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO:**

**FROM:**

**SUBJECT:           30. Ordinance (Consider on First Reading): Receive a Report, Hold a  
Discussion and Public Hearing, and Take Action on Setting the Tax Levy**

---

**GENERAL INFORMATION**

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1.     Ordinance-Tax Rate FY 23

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, APPROVING THE ASSESSMENT ROLL FOR 2022, LEVYING AN AD VALOREM TAX FOR THE CITY OF ABILENE, TEXAS, FOR THE YEAR 2022; PROVIDING FOR THE ASSESSMENT AND COLLECTION THEREOF; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 26.05 of the Tax Code requires notice of a tax increase whether that increase occurs by an increase in the tax rate or a rise in property values or both; and

WHEREAS, the City of Abilene is proposing an effective tax rate increase and property values have risen in the City which trigger components of Section 26.05; and

WHEREAS, the components of Section 26.05 require Cities to post that an increase in property values even when the tax rate is held constant, is considered as an effective tax rate increase; now therefore,

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

PART 1: That the assessment roll for the year 2022, as compiled by the Chief Appraiser of the Central Appraisal District of Taylor County, and amended and approved by the Appraisal Review Board of Taylor County, on the 22<sup>nd</sup> day of July, 2022, be, and the same is hereby, in all things, approved and adopted.

PART 2: That there be, and is hereby levied, on all of the property located in the City of Abilene, Texas, on the 1<sup>st</sup> day of January, 2022, and not exempt from taxation by the Constitution and Laws of the State of Texas and the City of Abilene, an ad valorem tax in the aggregate total of --seventy-six and twenty-one-one hundredths cents (76.21¢)-- - on each one hundred dollars' (\$100.00) valuation of said property, apportioned as follows:

General Fund:

|                              |          |
|------------------------------|----------|
| (a) Operations & Maintenance | \$ .5988 |
|------------------------------|----------|

Debt Service Funds:

|                              |          |
|------------------------------|----------|
| (a) 2007 Airport G.O. Series | \$ .0008 |
| (b) 2015 Refunding           | .0085    |
| (c) 2015 G.O. Series         | .0145    |
| (d) 2015 C.O. Series         | .0019    |
| (e) 2016 Refunding           | .0270    |
| (f) 2016 G.O. Series         | .0239    |
| (g) 2016 C.O. Series         | .0022    |
| (h) 2017 Refunding           | .0014    |

|     |                   |              |
|-----|-------------------|--------------|
| (i) | 2017 G.O. Series  | .0140        |
| (j) | 2017 C.O. Series  | .0080        |
| (k) | 2018 G.O. Series  | .0048        |
| (l) | 2018A C.O. Series | .0099        |
| (m) | 2018B C.O. Series | .0015        |
| (n) | 2019 G.O. Series  | .0073        |
| (o) | 2019 C.O. Series  | .0121        |
| (p) | 2020 Refunding    | .0059        |
| (q) | 2021A C.O. Series | <u>.0196</u> |

|           |                 |
|-----------|-----------------|
| Debt Rate | <u>\$ .1633</u> |
|-----------|-----------------|

|                              |                 |
|------------------------------|-----------------|
| TOTAL RATE FOR THE YEAR 2022 | <u>\$ .7621</u> |
|------------------------------|-----------------|

PART 3: That there be, and are hereby authorized exemptions as follows:

- 1) Homestead exemption -- fifteen percent (15%)
- 2) Age 65 and over exemption -- \$15,000

PART 4: THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 11.6 PERCENT AND WILL DECREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$3.10.

PART 5: That notice for the public hearing on the 11<sup>th</sup> day of August, 2022, was given by publication in the Abilene Reporter-News on the 1<sup>st</sup> day of August, 2022.

PART 6: That a public hearing was held on the 11<sup>th</sup> day of August, 2022, in accordance with the City Charter.

PART 7: That any ordinance, resolution, policy or any provision or section of the Code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict.

PART 8: That this ordinance shall take effect immediately from and after its date of final passage.



PASSED ON FIRST READING on the 27<sup>th</sup> day of July, A.D. 2022.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the  
11<sup>th</sup> day of August, A.D. 2022.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY



**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO:**

**FROM:**

**SUBJECT:           31. Ordinance (Consider on First Reading): Receive a Report, Hold a  
Discussion and Public Hearing, and Take Action on Adopting Fees and Charges  
for FY 2022-2023**

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**GENERAL INFORMATION**

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1.     Ordinance-Fee Budget 2023
2.     Fee Schedule Exhibit FY23

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE APPROVING AND ADOPTING FEES AND CHARGES FOR THE FISCAL YEAR OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2023, FOR THE CITY OF ABILENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES, RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager on July 1<sup>st</sup>, 2022, filed a proposed budget with the City Secretary for the fiscal year commencing October 1<sup>st</sup>, 2022; and,

WHEREAS, the City Council has reviewed and considered said proposed fees and charges and made revisions of same; and,

WHEREAS, said proposed fee ordinance, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 11<sup>th</sup>, 2022, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

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

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

PART 3: That the effective date of this section shall be the first billing cycle in October, A.D., 2022.

PASSED ON FIRST READING on the 27<sup>th</sup> day of July, A.D. 2022.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the  
11<sup>th</sup> day of August, A.D. 2022.

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

\_\_\_\_\_  
MAYOR

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

**EXHIBIT A**

| <b>Fee/Permit</b>                            | <b>Item/Cost</b>                                                                                                                           | <b>Current</b>                        | <b>Proposed if Changing</b> |
|----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-----------------------------|
| ACCOUNTING                                   | Duplicate release of lien                                                                                                                  | \$15.00                               |                             |
|                                              | Hotel/motel penalty (State Regulation)                                                                                                     | Penalty 15%                           |                             |
|                                              | Interest on unpaid invoices                                                                                                                | 1.5% per month on outstanding balance |                             |
|                                              | Lien filing fee (Taylor County) For more than 2 pages contact Accounting.                                                                  | \$30.00                               |                             |
|                                              | Returned check payment fee per check item                                                                                                  | \$30.00                               |                             |
| ALARM FEES                                   |                                                                                                                                            |                                       |                             |
| Alarm Fees                                   | Commercial/business only registration (annual fee)                                                                                         | \$50.00                               |                             |
|                                              | Residential registration (annual fee)                                                                                                      | \$20.00                               |                             |
| False Alarm Service Fees                     | Failure of permit holder to respond to alarm system activation                                                                             | \$100.00                              |                             |
|                                              | 4-5 false alarm calls (per call)                                                                                                           | \$50.00                               |                             |
|                                              | 6-7 false alarm calls (per call)                                                                                                           | \$75.00                               |                             |
|                                              | 8 or more false alarm calls (per call)                                                                                                     | \$100.00                              |                             |
|                                              | Failure to respond                                                                                                                         | \$100.00                              |                             |
| ALCOHOL BEVERAGE PERMIT<br>(State Regulated) | (AW) Manufacturer's Agent's Warehouse Permit                                                                                               | \$375.00                              |                             |
|                                              | (BB) General distributor's License                                                                                                         | \$150.00                              |                             |
|                                              | (BC) Branch distributor's License                                                                                                          | \$37.50                               |                             |
|                                              | (BE) Retail Dealer's On-Premise License                                                                                                    | \$75.00                               |                             |
|                                              | (BF) Retail Dealer's Off Premise License                                                                                                   | \$30.00                               |                             |
|                                              | (BG) Wine & Malt Beverage Retailer's Permit                                                                                                | \$87.50                               |                             |
|                                              | (BP) Brewpub License                                                                                                                       | \$250.00                              |                             |
|                                              | (BQ) Wine & Malt Beverage Retailer's Off-Premise Permit                                                                                    | \$30.00                               |                             |
|                                              | (BW) Brewer's License                                                                                                                      | \$750.00                              |                             |
|                                              | (D) Distiller's & Rectifier's Permit                                                                                                       | \$750.00                              |                             |
|                                              | (G) Winery Permit                                                                                                                          | \$37.50                               |                             |
|                                              | (J/JD) Bonded Warehouse Permit                                                                                                             | \$75.00                               |                             |
|                                              | (LP) Local Distributor's Permit                                                                                                            | \$50.00                               |                             |
|                                              | (MB) Mixed Beverage Permit (Original)                                                                                                      | no fee                                |                             |
|                                              | (MB) Mixed Beverage Permit (Years 2-3)                                                                                                     | no fee                                |                             |
|                                              | (MB) Mixed Beverage Permit (Year 4)                                                                                                        | \$1,125.00                            |                             |
|                                              | (MB) Mixed Beverage Permit (Years 5-6)                                                                                                     | \$750.00                              |                             |
|                                              | (MB) Mixed Beverage Permit (Years 7+)                                                                                                      | \$375.00                              |                             |
|                                              | (P) Package Store Permit                                                                                                                   | \$250.00                              |                             |
|                                              | (PR) Promotional Permit                                                                                                                    | \$150.00                              |                             |
|                                              | (Q) Wine Only Package Store Permit                                                                                                         | \$37.50                               |                             |
|                                              | (S) Nonresident Seller's Permit                                                                                                            | \$75.00                               |                             |
|                                              | (SD) Brewer's Self-Distribution License                                                                                                    | \$300.00                              |                             |
|                                              | (W) Wholesaler's Permit                                                                                                                    | \$937.50                              |                             |
|                                              | (X) General Class B Wholesaler's Permit                                                                                                    | \$150.00                              |                             |
|                                              | Fee not to exceed one-half of the maximum local fees set by the TABC, in accordance with Alcoholic Beverage Code Sec. 11.38 and Sec 61.36. |                                       |                             |
| ANIMAL SERVICES                              | Dog and Cat Registration, Annual (\$2 goes directly to Clinic providing service)                                                           | \$8.00                                |                             |
|                                              | Dangerous Dog permit, Annual                                                                                                               | \$50.00                               |                             |
|                                              | Duplicate registration tag                                                                                                                 | \$8.00                                |                             |
| Reclaiming Animals                           | DOGS & CATS                                                                                                                                |                                       |                             |
|                                              | Redemption fee (per animal, 1st offense - 12 months)                                                                                       | \$20.00                               |                             |
|                                              | Redemption fee (per animal, 1st offense - 12 months) - without proof of registration & without proof of rabies vaccination                 | \$30.00                               |                             |
|                                              | Redemption fee (per animal, 2nd offense)                                                                                                   | \$30.00                               |                             |
|                                              | Redemption fee (per animal, 2nd offense) - without proof of registration & without proof of rabies vaccination                             | \$50.00                               |                             |
|                                              | Redemption fee (per animal, 3rd offense, no spay/neuter)                                                                                   | \$50.00                               |                             |
|                                              | Redemption fee (per animal, 3rd offense, no spay/neuter) - without proof of registration & without proof of rabies vaccination             | \$70.00                               |                             |
|                                              | Boarding fee, per day                                                                                                                      | \$5.00                                |                             |
|                                              | Boarding fee, per day, for cruelty investigations                                                                                          | \$15.00                               |                             |
|                                              | Microchipping fee                                                                                                                          | \$15.00                               |                             |
|                                              | Rabies vaccination fee                                                                                                                     | \$15.00                               |                             |
|                                              | Rabies quarantine fee (includes boarding fee, veterinarian health check, rabies vaccination, testing fees, tag, & microchip)               | \$100.00                              |                             |
| Adopting an Animal                           | OTHER ANIMALS                                                                                                                              |                                       |                             |
|                                              | Livestock capture & impoundment, per head                                                                                                  | \$20.00                               |                             |
|                                              | Livestock boarding, per head, per day                                                                                                      | \$5.00                                |                             |
|                                              | Puppies, unaltered (aged 6 months & under) - at shelter less than 14 days                                                                  | \$100.00                              |                             |
|                                              | Puppies, unaltered (aged 6 months & under) - at shelter 14 - 30 days                                                                       | \$50.00                               |                             |
|                                              | Puppies, unaltered (aged 6 months & under) - at shelter over 30 days                                                                       | \$10.00                               |                             |
|                                              | Kittens, unaltered (aged 6 months & under) - at shelter less than 14 days                                                                  | \$50.00                               |                             |
|                                              | Kittens, unaltered (aged 6 months & under) - at shelter 14 - 30 days                                                                       | \$25.00                               |                             |
|                                              | Kittens, unaltered (aged 6 months & under) - at shelter over 30 days                                                                       | \$10.00                               |                             |
|                                              | Adult Dogs, unaltered - at shelter less than 14 days                                                                                       | \$80.00                               |                             |
|                                              | Adult Dogs, unaltered - at shelter 14 - 30 days                                                                                            | \$50.00                               |                             |
|                                              | Adult Dogs, unaltered - at shelter over 30 days                                                                                            | \$10.00                               |                             |
|                                              | Adult Cats, unaltered - at shelter less than 14 days                                                                                       | \$50.00                               |                             |
|                                              | Adult Cats, unaltered - at shelter 14 - 30 days                                                                                            | \$25.00                               |                             |
|                                              | Adult Cats, unaltered - at shelter over 30 days                                                                                            | \$10.00                               |                             |
|                                              | Dogs & Cats, altered - at shelter less than 14 days                                                                                        | \$35.00                               |                             |

**EXHIBIT A**

| <b>Fee/Permit</b>                  | <b>Item/Cost</b>                                                                                                                                                                                                                      | <b>Current</b>                                                                                                            | <b>Proposed if Changing</b> |
|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Spay/Neuter Voucher Program        | Dogs & Cats, altered - at shelter 14 days or more                                                                                                                                                                                     | \$10.00                                                                                                                   |                             |
|                                    | Petsmart Cats                                                                                                                                                                                                                         | \$100.00                                                                                                                  |                             |
|                                    | Rabbits, Guinea pigs, Ferrets, or Hamsters                                                                                                                                                                                            | \$5.00                                                                                                                    |                             |
|                                    | Chickens or Roosters                                                                                                                                                                                                                  | \$5.00                                                                                                                    |                             |
|                                    | Exotic Birds                                                                                                                                                                                                                          | \$25.00                                                                                                                   |                             |
|                                    | Large Livestock                                                                                                                                                                                                                       | \$100.00                                                                                                                  |                             |
|                                    | Small Livestock                                                                                                                                                                                                                       | \$20.00                                                                                                                   |                             |
|                                    | Non-venomous snakes                                                                                                                                                                                                                   | \$15.00                                                                                                                   |                             |
|                                    | Water Fowl                                                                                                                                                                                                                            | \$5.00                                                                                                                    |                             |
|                                    | Other                                                                                                                                                                                                                                 | \$10.00                                                                                                                   |                             |
|                                    | Dog Neuter: 0-60 lbs.                                                                                                                                                                                                                 | \$40.00                                                                                                                   |                             |
|                                    | Dog Neuter: >60 lbs.                                                                                                                                                                                                                  | \$60.00                                                                                                                   |                             |
|                                    | Dog Spay: < 20 lbs.                                                                                                                                                                                                                   | \$50.00                                                                                                                   |                             |
|                                    | Dog Spay: 20-40 lbs.                                                                                                                                                                                                                  | \$60.00                                                                                                                   |                             |
|                                    | Dog Spay: 41-60 lbs.                                                                                                                                                                                                                  | \$70.00                                                                                                                   |                             |
|                                    | Dog Spay: >60 lbs.                                                                                                                                                                                                                    | \$80.00                                                                                                                   |                             |
|                                    | Cat Neuter                                                                                                                                                                                                                            | \$30.00                                                                                                                   |                             |
|                                    | Cat Spay                                                                                                                                                                                                                              | \$40.00                                                                                                                   |                             |
|                                    | Other services                                                                                                                                                                                                                        |                                                                                                                           |                             |
|                                    | Non-resident release fee, per animal                                                                                                                                                                                                  | \$50.00                                                                                                                   |                             |
|                                    | Non-resident release fee, per litter                                                                                                                                                                                                  | \$100.00                                                                                                                  |                             |
|                                    | Resident release fee, per animal                                                                                                                                                                                                      | \$25.00                                                                                                                   |                             |
|                                    | Resident release fee, per litter                                                                                                                                                                                                      | \$50.00                                                                                                                   |                             |
|                                    | Vaccination clinic fee                                                                                                                                                                                                                | \$40.00                                                                                                                   |                             |
|                                    | Vaccination clinic fee same day registration - additional                                                                                                                                                                             | \$20.00                                                                                                                   |                             |
|                                    | Bordetella                                                                                                                                                                                                                            | \$10.00                                                                                                                   |                             |
|                                    | Species Specific Annual Booster (canine or feline)                                                                                                                                                                                    | \$10.00                                                                                                                   |                             |
|                                    | Heartworm Test                                                                                                                                                                                                                        | \$10.00                                                                                                                   |                             |
|                                    | Feline Combo Test                                                                                                                                                                                                                     | \$20.00                                                                                                                   |                             |
|                                    | Private cremation under 50 lbs.                                                                                                                                                                                                       | \$95.00                                                                                                                   |                             |
|                                    | Private cremation over 50 lbs.                                                                                                                                                                                                        | \$135.00                                                                                                                  |                             |
|                                    | Communal cremation under 50 lbs.                                                                                                                                                                                                      | \$70.00                                                                                                                   |                             |
|                                    | Communal cremation over 50 lbs.                                                                                                                                                                                                       | \$110.00                                                                                                                  |                             |
|                                    | Urn or Wooden Box for cremation remains: small                                                                                                                                                                                        | \$40.00                                                                                                                   |                             |
|                                    | Urn or Wooden Box for cremation remains: large                                                                                                                                                                                        | \$55.00                                                                                                                   |                             |
|                                    | Euthanasia Services                                                                                                                                                                                                                   | \$20.00                                                                                                                   |                             |
|                                    | Animal pick up fee for owner released euthanasia or cremation                                                                                                                                                                         | \$30.00                                                                                                                   |                             |
|                                    | Animal remains delivery                                                                                                                                                                                                               | \$30.00                                                                                                                   |                             |
|                                    | Disposal of small animals for Clinics picked up by Animal Services on assigned day                                                                                                                                                    | \$4.00                                                                                                                    |                             |
|                                    | Disposal of small animals for Clinics picked up by Animal Services on immediate request                                                                                                                                               | \$10.00                                                                                                                   |                             |
|                                    | Disposal of small animals for Clinics dropped of at Animal Services                                                                                                                                                                   | No charge                                                                                                                 |                             |
|                                    | Disposal of livestock animals                                                                                                                                                                                                         | \$100.00                                                                                                                  |                             |
|                                    | Credit Card fee per transaction                                                                                                                                                                                                       | \$2.00                                                                                                                    |                             |
| <b>AVIATION</b>                    |                                                                                                                                                                                                                                       |                                                                                                                           |                             |
| Parking                            | 0 - 1/2 hour                                                                                                                                                                                                                          | No charge                                                                                                                 |                             |
|                                    | 1/2 - 1 hour                                                                                                                                                                                                                          | \$3.00                                                                                                                    |                             |
|                                    | 1 - 2 hours                                                                                                                                                                                                                           | \$4.00                                                                                                                    |                             |
|                                    | 2 - 4 hours                                                                                                                                                                                                                           | \$6.00                                                                                                                    |                             |
|                                    | 4 - 6 hours                                                                                                                                                                                                                           | \$7.00                                                                                                                    |                             |
|                                    | 6 - 24 hours                                                                                                                                                                                                                          | \$9.00                                                                                                                    |                             |
|                                    | The hourly rate is in effect for the first 24 hour period, all subsequent days are charged \$9.00                                                                                                                                     |                                                                                                                           |                             |
| Landing Fee                        | Curbside loading and unloading of vehicles is permitted provided a driver remains with his or her vehicle. Any automobile left unattended will be towed.                                                                              |                                                                                                                           |                             |
|                                    | Airport tenant employee parking per month                                                                                                                                                                                             | \$12.00                                                                                                                   |                             |
|                                    | Signatory                                                                                                                                                                                                                             | \$45/1,000 lbs.                                                                                                           |                             |
| Fuel Flowage Fee                   | Non-Signatory                                                                                                                                                                                                                         | \$50/1,000 lbs.                                                                                                           |                             |
|                                    |                                                                                                                                                                                                                                       | \$0.675/gallon                                                                                                            |                             |
| Terminal Use Fee (Charter flights) |                                                                                                                                                                                                                                       | \$50.00/ turn                                                                                                             |                             |
| Security Badge Fee                 | New badge fee                                                                                                                                                                                                                         | \$15.00                                                                                                                   |                             |
|                                    | Badge renewal fee                                                                                                                                                                                                                     | \$12.00                                                                                                                   |                             |
|                                    | Fingerprint background check                                                                                                                                                                                                          | \$55.00                                                                                                                   |                             |
| Conference Room                    | Use per day                                                                                                                                                                                                                           | \$50.00                                                                                                                   |                             |
| <b>BUILDING INSPECTION</b>         |                                                                                                                                                                                                                                       |                                                                                                                           |                             |
| Building Permit Fees by Valuation  | Contractors are required to register with the City before any work can commence. All current licenses, bonds, and insurance requirements shall be in place before permit is secured. The City does not charge a fee for registration. |                                                                                                                           |                             |
|                                    | Any Building Permit within the City of Abilene shall have a minimum fee of \$60.                                                                                                                                                      |                                                                                                                           |                             |
|                                    | Used to assess fees for new commercial, commercial add-ons and alterations.                                                                                                                                                           |                                                                                                                           |                             |
|                                    | Total valuation up to \$500                                                                                                                                                                                                           | minimum \$60.00                                                                                                           |                             |
|                                    | Total valuation \$501-\$2,000                                                                                                                                                                                                         | \$60.00 for the first \$500.00 plus \$1.50 for each additional \$100.00, or fraction thereof, to and including \$2,000.00 |                             |

**EXHIBIT A**

| <b>Fee/Permit</b>                 | <b>Item/Cost</b>                                                                                                                     | <b>Current</b>                                                                                                                        | <b>Proposed if Changing</b> |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| Building Permit Fee - Commercial  | Total valuation \$2,001 - \$25,000                                                                                                   | \$82.50 for the first \$2,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00        |                             |
|                                   | Total valuation \$25,001 - \$50,000                                                                                                  | \$243.50 for the first \$25,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00       |                             |
|                                   | Total valuation \$50,001 - \$100,000                                                                                                 | \$393.50 for the first \$50,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00      |                             |
|                                   | Total valuation \$100,001 - \$500,000                                                                                                | \$643.50 for the first \$100,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00     |                             |
|                                   | Total valuation \$500,001 - \$1,000,000                                                                                              | \$2,243.50 for the first \$500,000.00 plus \$3.50 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00 |                             |
|                                   | Total valuation \$1,000,001.00 and up                                                                                                | \$3,993.50 for the first \$1,000,000.00 plus \$2.50 for each additional \$1,000.00 or fraction thereof                                |                             |
|                                   | Plan Review - due at time of submittal                                                                                               | Non-refundable - 25% of permit fee                                                                                                    |                             |
|                                   | Minimum fee                                                                                                                          | \$60.00                                                                                                                               |                             |
|                                   | New commercial construction - fee includes building, electrical, plumbing, roofing, and mechanical                                   | See Building Permit Fees by Valuation                                                                                                 |                             |
|                                   | Commercial plan review (due at time of submittal)                                                                                    | Non-refundable 25% of Permit Fee                                                                                                      |                             |
|                                   | Commercial demolition: single-story structure                                                                                        | \$150.00                                                                                                                              |                             |
|                                   | Commercial demolition: multiple-story structure                                                                                      | \$500.00                                                                                                                              |                             |
|                                   | Certificate of occupancy                                                                                                             | \$100.00                                                                                                                              |                             |
| Building Permit Fee - Electrical  | Certificate of occupancy- owner to clean and show                                                                                    | \$60.00                                                                                                                               |                             |
|                                   | Temporary certificate of occupancy                                                                                                   | \$300.00                                                                                                                              |                             |
|                                   | Extension request for temporary certificate of occupancy - per extension                                                             | \$1,000.00                                                                                                                            |                             |
|                                   | Commercial Roofing - per roof structure                                                                                              | \$100.00                                                                                                                              |                             |
|                                   | Towers and satellite dishes                                                                                                          | \$250.00                                                                                                                              |                             |
|                                   | Commercial swimming pool                                                                                                             | \$250.00                                                                                                                              |                             |
|                                   | Minimum permit fee                                                                                                                   | \$60.00                                                                                                                               |                             |
|                                   | Temporary service / power pole                                                                                                       | \$60.00                                                                                                                               |                             |
|                                   | Motors up to and including 5 hp                                                                                                      | \$60.00                                                                                                                               |                             |
|                                   | Motors over 5 hp                                                                                                                     | \$75.00                                                                                                                               |                             |
| Building Permit Fee - Mechanical  | New/Upgrade service (Re-Wire/Upgrades, etc.): up to 200 amps                                                                         | \$100.00                                                                                                                              |                             |
|                                   | New/Upgrade service (Re-Wire/Upgrades, etc.): 201-400 amps                                                                           | \$150.00                                                                                                                              |                             |
|                                   | New/Upgrade service (Re-Wire/Upgrades, etc.): 401 amps and up                                                                        | \$200.00                                                                                                                              |                             |
|                                   | Solar panel/ wind turbine installation                                                                                               | \$150.00                                                                                                                              |                             |
|                                   | New outlets - up to 50 (plugs, switches, ceiling fans, etc.)                                                                         | \$60.00                                                                                                                               |                             |
|                                   | Minimum permit fee                                                                                                                   | \$60.00                                                                                                                               |                             |
|                                   | Type I - Grease hood system                                                                                                          | \$75.00                                                                                                                               |                             |
|                                   | Type II - Hood system                                                                                                                | \$60.00                                                                                                                               |                             |
|                                   | Refrigerant System: up to and including 10 tons                                                                                      | \$65.00                                                                                                                               |                             |
|                                   | Refrigerant System: over 10 tons                                                                                                     | \$85.00                                                                                                                               |                             |
| Building Permit Fee - Plumbing    | Boilers: up to and including 100,000 BTU's                                                                                           | \$65.00                                                                                                                               |                             |
|                                   | Boilers: over 100,000 BTU's                                                                                                          | \$85.00                                                                                                                               |                             |
|                                   | Minimum permit fee                                                                                                                   | \$60.00                                                                                                                               |                             |
|                                   | Water heater                                                                                                                         | \$60.00                                                                                                                               |                             |
|                                   | New gas service line                                                                                                                 | \$60.00                                                                                                                               |                             |
|                                   | New replacement water/ sewer service                                                                                                 | \$60.00                                                                                                                               |                             |
|                                   | Residential irrigation system                                                                                                        | \$75.00                                                                                                                               |                             |
|                                   | Commercial irrigation system                                                                                                         | \$100.00                                                                                                                              |                             |
|                                   | Sand trap, grease trap, interceptors new/replacement                                                                                 | \$75.00                                                                                                                               |                             |
|                                   | Minimum fee                                                                                                                          | \$60.00                                                                                                                               |                             |
| Building Permit Fee - Residential | New single family construction and additions (enclosed areas) - fee includes building, electrical, plumbing, roofing, and mechanical | \$ .35 per square foot                                                                                                                |                             |
|                                   | Plan Review - Residential                                                                                                            | \$35.00 non-refundable                                                                                                                |                             |
|                                   | Single family alterations:                                                                                                           |                                                                                                                                       |                             |
|                                   | 0 - 60 square feet                                                                                                                   | \$100 minimum                                                                                                                         |                             |
|                                   | 61 - 1,000 square feet                                                                                                               | \$100.00 for first 60 square feet, \$ .30 for each additional square foot up to and including 1,000                                   |                             |
|                                   | 1,001 - 2,000 square feet                                                                                                            | \$382 for first 1,000 square feet, \$ .15 for each additional square foot up to and including 2,000                                   |                             |



**EXHIBIT A**

| <b>Fee/Permit</b>             | <b>Item/Cost</b>                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Current</b>                                                              | <b>Proposed if Changing</b> |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-----------------------------|
|                               | 2,001 square feet and up                                                                                                                                                                                                                                                                                                                                                                                                                   | \$532 for first 2,000 square feet,<br>\$.10 for each additional square foot |                             |
|                               | Multi-Family 4 or more units                                                                                                                                                                                                                                                                                                                                                                                                               | \$.40 per square foot                                                       |                             |
|                               | Plan Review - Multi-Family                                                                                                                                                                                                                                                                                                                                                                                                                 | 25% of permit fee - non refundable<br>(due at time of submittal)            |                             |
|                               | Residential carports and storage buildings (201 and up square feet)                                                                                                                                                                                                                                                                                                                                                                        | \$100 flat fee                                                              |                             |
|                               | Residential garage enclosures                                                                                                                                                                                                                                                                                                                                                                                                              | \$125.00                                                                    |                             |
|                               | Mobile home permit                                                                                                                                                                                                                                                                                                                                                                                                                         | \$150.00                                                                    |                             |
|                               | Residential demolition                                                                                                                                                                                                                                                                                                                                                                                                                     | \$75.00                                                                     |                             |
|                               | Residential roofing - less than five (5) squares                                                                                                                                                                                                                                                                                                                                                                                           | no charge                                                                   |                             |
|                               | Residential roofing - five (5) squares and above                                                                                                                                                                                                                                                                                                                                                                                           | \$65.00                                                                     |                             |
|                               | Residential swimming pool: in-ground                                                                                                                                                                                                                                                                                                                                                                                                       | \$180.00                                                                    |                             |
|                               | Residential swimming pool: above ground                                                                                                                                                                                                                                                                                                                                                                                                    | \$70.00                                                                     |                             |
| Fences Inspection Fee         | Over 7' high                                                                                                                                                                                                                                                                                                                                                                                                                               | \$3.00 per \$1,000.00 of valuation,<br>minimum \$50.00                      |                             |
|                               | Masonry fences/walls exceeding 4' in height shall be engineered                                                                                                                                                                                                                                                                                                                                                                            | \$3.00 per \$1,000.00 of valuation,<br>minimum \$50.00                      |                             |
| Grading Permit Fees           |                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$250.00                                                                    |                             |
| Other Inspections and Fees    | Re-inspection fee                                                                                                                                                                                                                                                                                                                                                                                                                          | \$75.00                                                                     |                             |
|                               | Stop work order release fee                                                                                                                                                                                                                                                                                                                                                                                                                | \$200.00                                                                    |                             |
|                               | Work without required permit                                                                                                                                                                                                                                                                                                                                                                                                               | Double permit fee                                                           |                             |
|                               | Inspection request outside normal business hours (minimum 2 hours)                                                                                                                                                                                                                                                                                                                                                                         | \$250.00                                                                    |                             |
|                               | Special request inspection/ same day inspections                                                                                                                                                                                                                                                                                                                                                                                           | \$100.00                                                                    |                             |
|                               | Board of Building Standards/ Mechanical, Plumbing, Electrical, and Swimming Pool                                                                                                                                                                                                                                                                                                                                                           |                                                                             |                             |
|                               | Board of Appeals request for hearing                                                                                                                                                                                                                                                                                                                                                                                                       | \$100.00                                                                    |                             |
|                               | Address change fee                                                                                                                                                                                                                                                                                                                                                                                                                         | \$100.00                                                                    |                             |
|                               | Temporary building/ sales trailer                                                                                                                                                                                                                                                                                                                                                                                                          | \$75.00                                                                     |                             |
| <b>BUS SERVICE (CITYLINK)</b> | Correct change required, drivers do not carry change.                                                                                                                                                                                                                                                                                                                                                                                      |                                                                             |                             |
|                               | Passes                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                             |                             |
|                               | Passes offer unlimited rides for a 7-day or 31-day and are activated the first time they are inserted into the fare box.                                                                                                                                                                                                                                                                                                                   |                                                                             |                             |
|                               | Fixed Route Service                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                             |                             |
|                               | Adult fare                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                             |                             |
|                               | One way adult fare                                                                                                                                                                                                                                                                                                                                                                                                                         | \$1.50                                                                      |                             |
|                               | Day pass                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$3.00                                                                      |                             |
|                               | 7-day adult pass                                                                                                                                                                                                                                                                                                                                                                                                                           | \$15.00                                                                     |                             |
|                               | 31-day adult pass                                                                                                                                                                                                                                                                                                                                                                                                                          | \$45.00                                                                     |                             |
|                               | Youth fare (requires valid school ID)                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                             |                             |
|                               | One way youth fare                                                                                                                                                                                                                                                                                                                                                                                                                         | \$1.00                                                                      |                             |
|                               | 7-day youth pass                                                                                                                                                                                                                                                                                                                                                                                                                           | \$10.00                                                                     |                             |
|                               | 31-day youth pass                                                                                                                                                                                                                                                                                                                                                                                                                          | \$25.00                                                                     |                             |
|                               | Elderly/disabled fare (requires valid Medicare or Identification card)                                                                                                                                                                                                                                                                                                                                                                     |                                                                             |                             |
|                               | One way elderly/disabled fare                                                                                                                                                                                                                                                                                                                                                                                                              | \$0.65                                                                      |                             |
|                               | 7-day elderly/disabled pass                                                                                                                                                                                                                                                                                                                                                                                                                | \$8.00                                                                      |                             |
|                               | 31-day elderly/disabled pass                                                                                                                                                                                                                                                                                                                                                                                                               | \$20.00                                                                     |                             |
|                               | Pre-schoolers (0-4)                                                                                                                                                                                                                                                                                                                                                                                                                        | No charge                                                                   |                             |
|                               | Transfer (with paid fare)                                                                                                                                                                                                                                                                                                                                                                                                                  | No charge                                                                   |                             |
|                               | ADA Paratransit Service                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                             |                             |
|                               | Regular service area fare                                                                                                                                                                                                                                                                                                                                                                                                                  | \$2.00                                                                      |                             |
|                               | Extended service area fare                                                                                                                                                                                                                                                                                                                                                                                                                 | \$3.00                                                                      |                             |
|                               | 10-ride ticket book (regular service area)                                                                                                                                                                                                                                                                                                                                                                                                 | \$20.00                                                                     |                             |
|                               | 10-ride ticket book (extended service area)                                                                                                                                                                                                                                                                                                                                                                                                | \$30.00                                                                     |                             |
|                               | 20-ride ticket book ADA                                                                                                                                                                                                                                                                                                                                                                                                                    | \$60.00                                                                     |                             |
|                               | Evening Service                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                             |                             |
|                               | Work and school related trips                                                                                                                                                                                                                                                                                                                                                                                                              | \$2.50                                                                      |                             |
|                               | General trips                                                                                                                                                                                                                                                                                                                                                                                                                              | \$6.00                                                                      |                             |
|                               | 10-ride ticket book (CDBG/work related trips)                                                                                                                                                                                                                                                                                                                                                                                              | \$25.00                                                                     |                             |
|                               | 10-ride ticket book (general trips)                                                                                                                                                                                                                                                                                                                                                                                                        | \$60.00                                                                     |                             |
|                               | Charter Service* (subject to availability) - 2 hour minimum                                                                                                                                                                                                                                                                                                                                                                                | \$100.00 / hour                                                             |                             |
|                               | *Non-profit service organizations may qualify for a \$50 per hour rate with a \$100 minimum. CityLink will determine the qualification of the requesting organization.                                                                                                                                                                                                                                                                     |                                                                             |                             |
|                               | Identification Cards                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                             |                             |
|                               | Reduced bus fares are available for the elderly and persons with disabilities with a CityLink identification card. Identification cards may be obtained at the CityLink Station at 1189 S. 2nd Street. Elderly persons must present proof of age. Persons with disabilities must provide evidence of their disability from a licensed physician or a local social service agency representative. There is a \$2.00 charge for the ID card. |                                                                             |                             |
| <b>CEMETERY</b>               |                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                             |                             |
| Disinterment                  | Adult                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$800.00                                                                    |                             |
|                               | Infant                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$500.00                                                                    |                             |
|                               | Cremains                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$500.00                                                                    |                             |
| Headstone Permit              | Monument permit fee                                                                                                                                                                                                                                                                                                                                                                                                                        | \$50.00                                                                     |                             |
|                               | VA Marker                                                                                                                                                                                                                                                                                                                                                                                                                                  | No charge                                                                   |                             |
| Interment Fee                 | Includes one tent set up. Second tent set-up fee is \$50.00. Interments not available on holidays.                                                                                                                                                                                                                                                                                                                                         |                                                                             |                             |
|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                            | Monday - Friday                                                             |                             |
|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                            | Before 3:00 pm                                                              |                             |

**EXHIBIT A**

| <b>Fee/Permit</b>            | <b>Item/Cost</b>                                                                                                                                                                         | <b>Current</b>                            | <b>Proposed if Changing</b> |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------|
|                              | Adult                                                                                                                                                                                    | \$750.00                                  |                             |
|                              | Infant                                                                                                                                                                                   | \$350.00                                  |                             |
|                              | Cremaains                                                                                                                                                                                | \$350.00                                  |                             |
|                              | County                                                                                                                                                                                   | \$375.00                                  |                             |
|                              | County Cremaains                                                                                                                                                                         | \$175.00                                  |                             |
|                              | Monday - Friday                                                                                                                                                                          |                                           |                             |
|                              | After 3:00 pm                                                                                                                                                                            |                                           |                             |
|                              | Adult                                                                                                                                                                                    | \$1,000.00                                |                             |
|                              | Infant                                                                                                                                                                                   | \$475.00                                  |                             |
|                              | Cremaains                                                                                                                                                                                | \$475.00                                  |                             |
|                              | County                                                                                                                                                                                   | Not available                             |                             |
|                              | County Cremaains                                                                                                                                                                         | Not available                             |                             |
|                              | Saturday                                                                                                                                                                                 |                                           |                             |
|                              | Before 1:00 pm                                                                                                                                                                           |                                           |                             |
|                              | Adult                                                                                                                                                                                    | \$1,200.00                                |                             |
|                              | Infant                                                                                                                                                                                   | \$600.00                                  |                             |
|                              | Cremaains                                                                                                                                                                                | \$600.00                                  |                             |
|                              | County                                                                                                                                                                                   | Not available                             |                             |
|                              | County Cremaains                                                                                                                                                                         | Not available                             |                             |
|                              | Monday through Friday services require a 24 hours' notice. If Saturday service is required, arrangements must be called into Cemetery Office no later than noon on Thursday.             |                                           |                             |
| Spaces                       | Adult                                                                                                                                                                                    | \$750.00                                  |                             |
|                              | Infant                                                                                                                                                                                   | \$300.00                                  |                             |
|                              | Cremaains                                                                                                                                                                                | \$300.00                                  |                             |
|                              | New space 2nd right                                                                                                                                                                      | \$1,200.00                                |                             |
|                              | Preowned 2nd right                                                                                                                                                                       | \$500.00                                  |                             |
| <b>CONVENTION CENTER</b>     | Seating capacity: 2,091 (includes 12 wheelchair spaces)                                                                                                                                  |                                           |                             |
| ALL Fees                     | An additional 90 seats may be added in the orchestra pit                                                                                                                                 | \$180.00                                  |                             |
|                              | Non-Profit Rate requires lessee to provide a copy of their 501(c)(3) tax-exempt status certification before a contract is generated.                                                     |                                           |                             |
| Convention Center Auditorium | Prices do not include stage fees                                                                                                                                                         |                                           |                             |
|                              | Events continuing past 11:59 PM must be approved in advance by the Convention Center Manager. <del>An hourly pro-rated charge equal to 1/4 of the regular rental will be required.</del> |                                           |                             |
|                              | Early opening before 8:00 AM                                                                                                                                                             | \$200.00 / hour                           |                             |
|                              | Early open - no show                                                                                                                                                                     | \$200.00 / hour                           |                             |
|                              | Events / Move Out extending past 11:59pm                                                                                                                                                 |                                           | \$200.00 / hour             |
|                              | No charge for Foyer when used only as a means of entering or leaving the Auditorium.                                                                                                     |                                           |                             |
|                              | Rates are subject to change and the charges for use of the facility will be based on the prevailing rate at the date of occupancy or use.                                                |                                           |                             |
| Auditorium                   | Early opening before 8:00 AM                                                                                                                                                             | \$200.00 / hour                           |                             |
|                              | Early open - no show                                                                                                                                                                     | \$200.00 / hour                           |                             |
|                              | Events / Move Out extending past 11:59pm                                                                                                                                                 |                                           | \$200.00 / hour             |
|                              | Event Day                                                                                                                                                                                | STANDARD RATE                             |                             |
|                              | 8:00 AM - 11:59pm                                                                                                                                                                        | \$1,200.00                                |                             |
|                              | Second show                                                                                                                                                                              | \$600.00                                  |                             |
|                              | Holiday rate                                                                                                                                                                             | \$1,500.00                                |                             |
|                              | Move In/Out, Rehearsal                                                                                                                                                                   |                                           |                             |
|                              | 8:00 AM - 11:59 PM                                                                                                                                                                       | \$600.00                                  |                             |
|                              | Event Day                                                                                                                                                                                | NON-PROFIT RATE                           |                             |
|                              | 8:00 AM - 11:59 PM                                                                                                                                                                       | \$900.00                                  |                             |
|                              | Second show                                                                                                                                                                              | \$450.00                                  |                             |
|                              | Holiday rate                                                                                                                                                                             | \$1,200.00                                |                             |
|                              | Move In/Out, Rehearsal                                                                                                                                                                   |                                           |                             |
|                              | 8:00 AM - 11:59 PM                                                                                                                                                                       | \$450.00                                  |                             |
| Stage fees                   | Stage fees                                                                                                                                                                               | Amount as incurred by the City of Abilene |                             |
| Conference Center            | 13,400 square feet                                                                                                                                                                       |                                           |                             |
|                              | Prices do not include equipment set fees                                                                                                                                                 |                                           |                             |
|                              | Early opening before 8:00 AM                                                                                                                                                             | \$200.00 / hour                           |                             |
|                              | Early open - no show                                                                                                                                                                     | \$200.00 / hour                           |                             |
|                              | Events / Move Out extending past 11:59pm                                                                                                                                                 |                                           | \$200.00 / hour             |
|                              | Event Day                                                                                                                                                                                | STANDARD RATE                             |                             |
|                              | 8:00 AM - 11:59 PM                                                                                                                                                                       | \$750.00                                  |                             |
|                              | Holiday rate                                                                                                                                                                             | \$950.00                                  |                             |
|                              | Move In / Move Out                                                                                                                                                                       |                                           |                             |
|                              | 8:00 AM - 11:59 PM                                                                                                                                                                       | \$375.00                                  |                             |
|                              | Event Day                                                                                                                                                                                | NON-PROFIT RATE                           |                             |
|                              | 8:00 AM - 11:59 PM                                                                                                                                                                       | \$650.00                                  |                             |
|                              | Holiday rate                                                                                                                                                                             | \$850.00                                  |                             |
|                              | Move In / Move Out                                                                                                                                                                       |                                           |                             |
|                              | 8:00 AM - 11:59 PM                                                                                                                                                                       | \$325.00                                  |                             |
| Conference Rooms             | Early opening before 8:00 AM                                                                                                                                                             | \$200.00 / hour                           |                             |
|                              | Early open - no show                                                                                                                                                                     | \$200.00 / hour                           |                             |
|                              | Events / Move Out extending past 11:59pm                                                                                                                                                 |                                           | \$200.00 / hour             |

**EXHIBIT A**

| <b>Fee/Permit</b>     | <b>Item/Cost</b>                                                                                                                                                                                                              | <b>Current</b>                     | <b>Proposed if Changing</b> |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----------------------------|
| Exhibit hall          |                                                                                                                                                                                                                               | CONFERENCE ROOM 1                  |                             |
|                       | Event Day, Move In, Move Out                                                                                                                                                                                                  | (2,762 square feet)                |                             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$250.00                           |                             |
|                       |                                                                                                                                                                                                                               | CONFERENCE ROOM 2                  |                             |
|                       | Event Day, Move In, Move Out                                                                                                                                                                                                  | (4,631 square feet)                |                             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$325.00                           |                             |
|                       |                                                                                                                                                                                                                               | CONFERENCE ROOM 3                  |                             |
|                       | Event Day, Move In, Move Out                                                                                                                                                                                                  | (3,087 square feet)                |                             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$250.00                           |                             |
|                       |                                                                                                                                                                                                                               | CONFERENCE ROOM 4                  |                             |
|                       | Event Day, Move In, Move Out                                                                                                                                                                                                  | (2,914 square feet)                |                             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$250.00                           |                             |
|                       |                                                                                                                                                                                                                               | UPSTAIRS CONFERENCE ROOM           |                             |
|                       | Event Day, Move In, Move Out                                                                                                                                                                                                  | (3,500 square feet)                |                             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$250.00                           |                             |
|                       | 20,000 square feet                                                                                                                                                                                                            |                                    |                             |
|                       | Prices do not include equipment set fees                                                                                                                                                                                      |                                    |                             |
|                       | Early opening before 8:00 AM                                                                                                                                                                                                  | \$200.00 / hour                    |                             |
|                       | Early open - no show                                                                                                                                                                                                          | \$200.00 / hour                    |                             |
|                       | Events / Move Out extending past 11:59pm                                                                                                                                                                                      |                                    | \$200.00 / hour             |
|                       | Event Day                                                                                                                                                                                                                     | STANDARD RATE                      |                             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$850.00                           |                             |
|                       | Holiday rate                                                                                                                                                                                                                  | \$1,050.00                         |                             |
| Other rooms and areas | Move In / Move Out                                                                                                                                                                                                            |                                    |                             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$425.00                           |                             |
|                       | Event Day                                                                                                                                                                                                                     | NON-PROFIT RATE                    |                             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$700.00                           |                             |
|                       | Holiday rate                                                                                                                                                                                                                  | \$900.00                           |                             |
|                       | Move In / Move Out                                                                                                                                                                                                            |                                    |                             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$350.00                           |                             |
|                       | Foyer - no charge when used as an entry to the Exhibit Hall                                                                                                                                                                   |                                    |                             |
|                       | Events continuing past 11:59 PM must be approved in advance by the Convention Center Manager. An hourly prorated charge equal to 1/4 of the regular rental will be required.                                                  |                                    |                             |
|                       | Exhibits and trade shows of two or more consecutive days will be allowed one (1) day free, up to 5:00 PM following program to move out.                                                                                       |                                    |                             |
|                       | Rates are subject to change and the charges for use of the facility will be based on the prevailing rate at the date of occupancy or use.                                                                                     |                                    |                             |
|                       | Early opening before 8:00 AM                                                                                                                                                                                                  | \$200.00 / hour                    |                             |
|                       | Early open - no show                                                                                                                                                                                                          | \$200.00 / hour                    |                             |
|                       | Events / Move Out extending past 11:59pm                                                                                                                                                                                      |                                    | \$200.00 / hour             |
|                       | Event Day                                                                                                                                                                                                                     | FOYER                              |                             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$600.00                           |                             |
|                       | Move In / Move Out                                                                                                                                                                                                            |                                    |                             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$300.00                           |                             |
|                       | Event Day                                                                                                                                                                                                                     | RED CARPET LOBBY                   |                             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$400.00                           |                             |
|                       | Move In / Move Out                                                                                                                                                                                                            |                                    |                             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$200.00                           |                             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$450.00                           |                             |
|                       |                                                                                                                                                                                                                               | CONFERENCE ROOM 102                |                             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$100.00                           |                             |
|                       |                                                                                                                                                                                                                               | GREEN ROOM                         |                             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$150.00                           |                             |
|                       |                                                                                                                                                                                                                               | VIP SUITE                          |                             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$200.00                           |                             |
| Entire Building       |                                                                                                                                                                                                                               | MEETING ROOMS (PER ROOM)           |                             |
|                       | Prices do not include equipment set fees                                                                                                                                                                                      | 201/2, 203/4, 205/6, 207/8, 209/10 |                             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$100.00                           |                             |
|                       | Conventions and others approved by manager, not including set-up for banquets and parties                                                                                                                                     |                                    |                             |
|                       | Early opening before 8:00 AM                                                                                                                                                                                                  | \$200.00 / hour                    |                             |
|                       | Early open - no show                                                                                                                                                                                                          | \$200.00 / hour                    |                             |
|                       | Events / Move Out extending past 11:59pm                                                                                                                                                                                      |                                    | \$200.00 / hour             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$3,100.00                         |                             |
|                       | Move-in, set-up other than day of event                                                                                                                                                                                       |                                    |                             |
|                       | 8:00 AM - 11:59 PM                                                                                                                                                                                                            | \$2,400.00                         |                             |
|                       | Events continuing past 11:59 PM must be approved in advance by the Convention Center Manager. <del>An hourly pro-rated charge equal to 1/4 of the regular rental will be required.</del>                                      |                                    |                             |
|                       | Lessee is responsible for providing their own insurance. Lessees can purchase insurance through the Tenant Users Liability Insurance Program (TULIP). Please note the Convention Center is unable to order insurance for you. |                                    |                             |
|                       | <del>Lessee utilizing a major portion of the Building may be allowed to utilize meeting rooms at no charge, subject to availability and advance approval by the Manager.</del>                                                |                                    |                             |

**EXHIBIT A**

| <b>Fee/Permit</b> | <b>Item/Cost</b>                                                                                                                                                                                      | <b>Current</b>                  | <b>Proposed if Changing</b> |
|-------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------|
| Equipment rental  | <del>Insurance provided at lessee's request</del>                                                                                                                                                     |                                 |                             |
|                   | <del>Insurance Carrier: Scottsdale (Best rating of A+/XV)</del>                                                                                                                                       |                                 |                             |
|                   | <del>Coverage</del>                                                                                                                                                                                   |                                 |                             |
|                   | <del>\$1,000,000.00 per occurrence</del>                                                                                                                                                              |                                 |                             |
|                   | <del>\$1,000,000.00 aggregate</del>                                                                                                                                                                   |                                 |                             |
|                   | <del>Deductible: \$250.00 per loss</del>                                                                                                                                                              |                                 |                             |
|                   | <del>Rates</del>                                                                                                                                                                                      |                                 |                             |
|                   | <del>Attendance:</del>                                                                                                                                                                                |                                 |                             |
|                   | <del>1-150</del>                                                                                                                                                                                      |                                 | <del>\$60.00</del>          |
|                   | <del>151-500</del>                                                                                                                                                                                    |                                 | <del>\$110.00</del>         |
|                   | <del>501-1,500</del>                                                                                                                                                                                  |                                 | <del>\$160.00</del>         |
|                   | <del>1,501-5,000</del>                                                                                                                                                                                |                                 | <del>\$270.00</del>         |
|                   | <del>The following classes of events may be submitted for consideration and acceptance prior to the event: Circuses, Carnivals, Boxing, Wrestling, Hockey, Contact Karate, Aircraft or Balloons</del> |                                 |                             |
|                   | Equipment fees are per item                                                                                                                                                                           |                                 |                             |
|                   | LIGHTING                                                                                                                                                                                              |                                 |                             |
|                   | Available in Auditorium Only                                                                                                                                                                          |                                 |                             |
|                   | Strobe Lights                                                                                                                                                                                         | \$25.00/day, \$100.00/week      |                             |
|                   | Fogger                                                                                                                                                                                                | \$35.00/day, \$120.00/week      |                             |
|                   | Dimmer Pack                                                                                                                                                                                           | \$100.00/day, \$200.00/week     |                             |
|                   | Light Trees                                                                                                                                                                                           | \$25.00/day, \$100.00/week      |                             |
|                   | AUDIOVISUAL                                                                                                                                                                                           |                                 |                             |
|                   | 42" TV                                                                                                                                                                                                | \$50.00                         |                             |
|                   | DVD Player                                                                                                                                                                                            | \$25.00                         |                             |
|                   | A/V cart                                                                                                                                                                                              | \$10.00 per event day           |                             |
|                   | Direct Input Box                                                                                                                                                                                      | \$20.00 per event day           |                             |
|                   | Screen / Hanging Screen                                                                                                                                                                               | \$30.00 per event day           |                             |
|                   | Motorized screen and projector (per event/per day)                                                                                                                                                    | \$175.00                        |                             |
|                   | Screen, front/rear projector 14' x 16'                                                                                                                                                                | \$120.00                        |                             |
|                   | Spotlight (plus tech)                                                                                                                                                                                 | \$30.00                         |                             |
|                   | BOOTHS                                                                                                                                                                                                |                                 |                             |
|                   | Booth assembly (pipe and drape), 10' x 10', each                                                                                                                                                      | \$20.00                         |                             |
|                   | Bare Poles, 10' section                                                                                                                                                                               | \$10.00 each                    |                             |
|                   | 12' Pipe and Drape, 10' section                                                                                                                                                                       | \$40.00 each                    |                             |
|                   | Sign Hooks                                                                                                                                                                                            | \$30.00 per event               |                             |
|                   | Electrical service-110-20 amp                                                                                                                                                                         | \$20.00 per event day           |                             |
|                   | Water connection                                                                                                                                                                                      | \$100.00 per initial connection |                             |
|                   | CHAIRS                                                                                                                                                                                                |                                 |                             |
|                   | Padded                                                                                                                                                                                                | \$2.00                          |                             |
|                   | LABOR                                                                                                                                                                                                 |                                 |                             |
|                   | Equipment added after 14 day set up deadline                                                                                                                                                          | Equipment Fee x 2               |                             |
|                   | Final Set Ups not received 14 days prior to event result in penalty                                                                                                                                   | \$250.00                        |                             |
|                   | Reset Fee                                                                                                                                                                                             | \$50.00 - \$500.00              |                             |
|                   | Hanging Banner                                                                                                                                                                                        | \$25.00 per item                |                             |
|                   | Excessive clean-up/damage deposit                                                                                                                                                                     | \$50.00 - \$500.00              |                             |
|                   | Sound monitor (during events)                                                                                                                                                                         | \$100.00                        |                             |
|                   | MICROPHONES                                                                                                                                                                                           |                                 |                             |
|                   | Wireless (lapel or hand-held)                                                                                                                                                                         | \$50.00 per event day           |                             |
|                   | SM 57 or SM 58                                                                                                                                                                                        | \$15.00 per event day           |                             |
|                   | 827                                                                                                                                                                                                   | \$15.00 per event day           |                             |
|                   | MISCELLANEOUS                                                                                                                                                                                         |                                 |                             |
|                   | <del>50 Cups of Coffee</del>                                                                                                                                                                          |                                 | <del>\$14.00</del>          |
|                   | <del>100 Cups of Coffee</del>                                                                                                                                                                         |                                 | <del>\$25.00</del>          |
|                   | Coat rack                                                                                                                                                                                             | \$20.00 each                    |                             |
|                   | Stanchions, 6' section                                                                                                                                                                                | \$10.00 each                    |                             |
|                   | Easels                                                                                                                                                                                                | \$5.00 each                     |                             |
|                   | Unapproved storage fee                                                                                                                                                                                | \$50.00 - \$500.00              |                             |
|                   | Extension cords (electrical)                                                                                                                                                                          | \$20.00 per event day           |                             |
|                   | Telephone (local calls only)                                                                                                                                                                          | No charge                       |                             |
|                   | Phone Line (available areas limited)                                                                                                                                                                  | \$50.00                         |                             |
|                   | 2-way radios                                                                                                                                                                                          | No charge                       |                             |
|                   | Copies per page:                                                                                                                                                                                      |                                 |                             |
|                   | Black & White (w/paper) per page                                                                                                                                                                      | \$0.15                          |                             |
|                   | Black & White (w/o paper) per page                                                                                                                                                                    | \$0.20                          |                             |
|                   | Colored per page                                                                                                                                                                                      | \$0.75                          |                             |
|                   | Soft drinks, bottled water                                                                                                                                                                            | \$1.00                          |                             |
|                   | Grand Piano                                                                                                                                                                                           |                                 |                             |
|                   | Non-Profit                                                                                                                                                                                            | \$50.00                         |                             |
|                   | Standard Rate                                                                                                                                                                                         | \$100.00                        |                             |
|                   | Upright Piano                                                                                                                                                                                         | \$30.00                         |                             |
|                   | Dance Floor (per 4'x4' square)                                                                                                                                                                        | \$1.00                          |                             |
|                   | Parking                                                                                                                                                                                               | No charge                       |                             |
|                   | RV Parking                                                                                                                                                                                            | \$10.00/day                     |                             |
|                   | Genie Lift                                                                                                                                                                                            | \$100.00 per day                |                             |
|                   | MIXERS                                                                                                                                                                                                |                                 |                             |

**EXHIBIT A**

| <b>Fee/Permit</b>        | <b>Item/Cost</b>                                                                                                                        | <b>Current</b>        | <b>Proposed if Changing</b> |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------------|
|                          | 8-channel                                                                                                                               | No charge             |                             |
|                          | 12-channel                                                                                                                              | No charge             |                             |
|                          | PODIUMS                                                                                                                                 |                       |                             |
|                          | Free-standing                                                                                                                           | \$15.00               |                             |
|                          | Self-contained                                                                                                                          | \$15.00               |                             |
|                          | RISERS                                                                                                                                  |                       |                             |
|                          | 8"                                                                                                                                      | \$20.00               |                             |
|                          | 16"                                                                                                                                     | \$20.00               |                             |
|                          | 24"                                                                                                                                     | \$20.00               |                             |
|                          | Choral                                                                                                                                  | \$20.00               |                             |
|                          | STAGING                                                                                                                                 |                       |                             |
|                          | (24" or 32" height)                                                                                                                     |                       |                             |
|                          | Per 4' x 8' section                                                                                                                     | \$20.00               |                             |
|                          | Stage Lighting                                                                                                                          | \$500.00 - \$2,000.00 |                             |
|                          | SOUND SYSTEMS                                                                                                                           | \$10.00               |                             |
|                          | TABLES                                                                                                                                  |                       |                             |
|                          | 8' x 3' long                                                                                                                            | \$5.00                |                             |
|                          | 60" round                                                                                                                               | \$5.00                |                             |
|                          | 72" round                                                                                                                               | \$5.00                |                             |
|                          | 8' x 24" seminar (2nd floor rooms only)                                                                                                 | \$5.00                |                             |
|                          | Cocktail Table                                                                                                                          | \$5.00                |                             |
|                          | Tablecloth Rental                                                                                                                       | \$8.00                |                             |
|                          | Tablecloth Replacement                                                                                                                  | \$15.00               |                             |
|                          | Table Skirting*                                                                                                                         |                       |                             |
|                          | With Table Cloth                                                                                                                        | \$22.00               |                             |
|                          | Without table cloth                                                                                                                     | \$15.00               |                             |
|                          | *via sub-contractor rates.                                                                                                              |                       |                             |
|                          | Subject to change without notice.                                                                                                       |                       |                             |
| Box Office Fees          | Facility Fee (if Convention Center sells tickets)                                                                                       | \$2.00 / ticket       |                             |
|                          | Merchandise                                                                                                                             | 10% of gross sales    |                             |
| Catering Fees            | Onsite Catering Fee                                                                                                                     | 14% of gross sales    |                             |
|                          | Drop-Off / Food Truck                                                                                                                   | 5% of gross sales     |                             |
|                          | Liquor Catering                                                                                                                         | 12% of gross sales    |                             |
|                          | Concessionaire Fees                                                                                                                     | 10% of gross sales    |                             |
|                          | Concessionaire Fees (beverages served in the Auditorium)                                                                                | 12% of gross sales    |                             |
|                          | Kitchen - Excessive Clean Up                                                                                                            | \$100.00 - \$500.00   |                             |
| Convention Events        | Booth Assemblies Package, includes 10x10 Booth (pipe and drape), one 8' table (skirted with tablecloth), two chairs, electrical, header | \$85.00               |                             |
|                          | Table (with tablecloth)                                                                                                                 | \$15.00               |                             |
|                          | Table (with tablecloth and skirting)                                                                                                    | \$30.00               |                             |
|                          | Electrical (foyer center booths)                                                                                                        | \$500.00 per day      |                             |
|                          | Outsourced items                                                                                                                        | 20% markup            |                             |
| Stage Fees               | Rigger (per hour)                                                                                                                       | \$30.00               |                             |
|                          | Technical (per hour)                                                                                                                    | \$25.00               |                             |
|                          | Steward (per hour)                                                                                                                      | \$20.00               |                             |
|                          | Non-Technical (per hour)                                                                                                                | \$18.50               |                             |
|                          | Performance (minimum)                                                                                                                   | \$72.00               |                             |
| <b>CODE COMPLIANCE</b>   |                                                                                                                                         |                       |                             |
| Daycare                  | Daycare inspection fee                                                                                                                  | \$100.00              |                             |
| Environmental Health     | Environmental Health plan review fee                                                                                                    | \$100.00              |                             |
|                          | Environmental Health preliminary inspection fee                                                                                         | \$50.00               |                             |
| Food Inspection & Permit | Temporary food permit and/or inspection                                                                                                 | \$75.00               |                             |
|                          | Food permits 4 times a year                                                                                                             | \$300.00              |                             |
|                          | Food permits 3 times a year                                                                                                             | \$225.00              |                             |
|                          | Food permits 2 times a year (and multi-seasonal)                                                                                        | \$150.00              |                             |
|                          | Food permit 1 time a year                                                                                                               | \$75.00               |                             |
|                          | Food permit 1 time a year (temporary, and non-profit) - ball parks                                                                      | \$75.00               |                             |
|                          | Food permit 1 time a year (seasonal) - snow cone 9-month option                                                                         | \$100.00              |                             |
|                          | Re-inspection fee for food establishment permit                                                                                         | \$75.00               |                             |
|                          | Late permit fee, if paid January 16-January 31 (in addition to permit fee)                                                              | \$50.00               |                             |
|                          | Late permit fee, if paid after January 31 - (in addition to permit fee)                                                                 | \$100.00              |                             |
| Abatement                | Based on actual hours worked with a minimum of \$90.00                                                                                  |                       |                             |
|                          | 0 up to 3 hours                                                                                                                         | \$90.00               |                             |
|                          | each additional full hour, not to exceed total \$500 per abatement                                                                      | \$30.00               |                             |
|                          | Administration fee                                                                                                                      | \$100.00              |                             |
| Mowing                   | Contractor price                                                                                                                        |                       |                             |
|                          | 0 up to 15,000 sq. ft. lot                                                                                                              | \$50.00               |                             |
|                          | 0 up to 15,000 sq. ft. lot with house                                                                                                   | \$55.00               |                             |
|                          | 15,001 sq. ft. to one acre lot                                                                                                          | \$65.00               |                             |
|                          | 15,001 sq. ft. to one acre lot with house                                                                                               | \$70.00               |                             |
|                          | Over 1 acre for the first 2 acres each                                                                                                  | \$70.00               |                             |
|                          | After 2nd acre each                                                                                                                     | \$45.00 per acre      |                             |
|                          | Additional fee for each mesquite laden acre or portion of                                                                               | \$25.00 per acre      |                             |
|                          | Additional fee for each acre or portion of grass/weeds over 48" in height                                                               | \$25.00 per acre      |                             |
|                          | Administration fee                                                                                                                      | \$100.00              |                             |
| Securement               | Based on size of opening to be secured                                                                                                  |                       |                             |

**EXHIBIT A**

| <b>Fee/Permit</b>                                   | <b>Item/Cost</b>                                                                                                                                                                                                                                                                                                                                           | <b>Current</b>           | <b>Proposed if Changing</b> |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----------------------------|
| Septic Systems                                      | Opening 4'x4' or less (one half sheet of material)                                                                                                                                                                                                                                                                                                         | \$70.00                  |                             |
|                                                     | Opening more than 4'x4' and less than 4'x8' (full sheet of material)                                                                                                                                                                                                                                                                                       | \$100.00                 |                             |
|                                                     | Administration fee                                                                                                                                                                                                                                                                                                                                         | \$100.00                 |                             |
|                                                     | Septic system permit <b>application</b> and/or inspection                                                                                                                                                                                                                                                                                                  | \$210.00                 |                             |
|                                                     | <i>fee includes \$10 payable to TCEQ</i>                                                                                                                                                                                                                                                                                                                   |                          |                             |
| Swimming Pool/Spa                                   | Swimming pool/spa permit                                                                                                                                                                                                                                                                                                                                   | \$150.00                 |                             |
|                                                     | Re-inspection fee for swimming pool/spa permit                                                                                                                                                                                                                                                                                                             | \$50.00                  |                             |
| DVD COPY REQUEST                                    | DVD (each)                                                                                                                                                                                                                                                                                                                                                 | \$3.00                   |                             |
| Channel 2 Programming State Law                     | Tex Admin. Code 70.10                                                                                                                                                                                                                                                                                                                                      |                          |                             |
| ENGINEERING                                         | Drilling permit: Per permit                                                                                                                                                                                                                                                                                                                                | \$440.00                 |                             |
|                                                     | Driveway approach (each)                                                                                                                                                                                                                                                                                                                                   | \$35.00                  |                             |
|                                                     | Re-inspection (per inspector)                                                                                                                                                                                                                                                                                                                              | \$35.00                  |                             |
|                                                     | Sidewalk, curb & gutter: 1st 100 L. F., then \$.06 for each L. F. thereafter                                                                                                                                                                                                                                                                               | \$35.00                  |                             |
|                                                     | Floodplain development permit                                                                                                                                                                                                                                                                                                                              | \$150.00                 |                             |
|                                                     | Drainage plan review: Per review                                                                                                                                                                                                                                                                                                                           | \$25.00                  |                             |
|                                                     | Floodplain insurance determination                                                                                                                                                                                                                                                                                                                         | \$12.00                  |                             |
|                                                     | Maps: Copies of these will be provided for 8 1/2" x 11". In addition, any other actual materials costs will be assessed. Requests for the creation of maps or other documents not already existing will only be available based on availability of staff and will be billed at a rate of \$15.00 per hour, plus the cost of reproduction and/or materials. | \$ .10 per page          |                             |
|                                                     |                                                                                                                                                                                                                                                                                                                                                            |                          |                             |
|                                                     |                                                                                                                                                                                                                                                                                                                                                            |                          |                             |
| FESTIVAL GARDENS                                    | Maximum seating is 160. A \$50.00 damage deposit is payable when the key is picked up. Admin/User Fee: \$5.00                                                                                                                                                                                                                                              |                          |                             |
|                                                     |                                                                                                                                                                                                                                                                                                                                                            | Private, non-fundraising |                             |
|                                                     | Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)                                                                                                                                                                                                                                                                                                            | \$120.00                 |                             |
|                                                     | Full Day (8:00AM - 11:00PM)                                                                                                                                                                                                                                                                                                                                | \$230.00                 |                             |
|                                                     |                                                                                                                                                                                                                                                                                                                                                            | Nonprofit, fundraising   |                             |
|                                                     | Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)                                                                                                                                                                                                                                                                                                            | \$140.00                 |                             |
|                                                     | Full Day (8:00AM - 11:00PM)                                                                                                                                                                                                                                                                                                                                | \$275.00                 |                             |
|                                                     |                                                                                                                                                                                                                                                                                                                                                            | Commercial, fundraising  |                             |
|                                                     | Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)                                                                                                                                                                                                                                                                                                            | \$200.00                 |                             |
|                                                     | Full Day (8:00AM - 11:00PM)                                                                                                                                                                                                                                                                                                                                | \$350.00                 |                             |
| FIRE INSPECTION FEES<br>State Licensing Inspections | Nursing homes, foster homes, ICF/MR homes, hospitals, daycares, etc.                                                                                                                                                                                                                                                                                       |                          |                             |
|                                                     | 0 - 6,000 sq. ft.                                                                                                                                                                                                                                                                                                                                          | \$30.00                  |                             |
|                                                     | 6,001 - 12,000 sq. ft.                                                                                                                                                                                                                                                                                                                                     | \$50.00                  |                             |
|                                                     | 12,001 - 24,000 sq. ft.                                                                                                                                                                                                                                                                                                                                    | \$100.00                 |                             |
|                                                     | Over 24,000 sq. ft.                                                                                                                                                                                                                                                                                                                                        | \$200.00                 |                             |
| Operational Permits                                 | Operational Permits:                                                                                                                                                                                                                                                                                                                                       | \$50.00                  |                             |
|                                                     | Amusement building                                                                                                                                                                                                                                                                                                                                         |                          |                             |
|                                                     | Aviation facilities                                                                                                                                                                                                                                                                                                                                        |                          |                             |
|                                                     | Battery systems                                                                                                                                                                                                                                                                                                                                            |                          |                             |
|                                                     | Carnival/fair                                                                                                                                                                                                                                                                                                                                              |                          |                             |
|                                                     | Combustible dust-producing operations                                                                                                                                                                                                                                                                                                                      |                          |                             |
|                                                     | Combustible fibers                                                                                                                                                                                                                                                                                                                                         |                          |                             |
|                                                     | Compressed gasses                                                                                                                                                                                                                                                                                                                                          |                          |                             |
|                                                     | Cryogenic fluids                                                                                                                                                                                                                                                                                                                                           |                          |                             |
|                                                     | Cutting & welding                                                                                                                                                                                                                                                                                                                                          |                          |                             |
|                                                     | Dry cleaning plants                                                                                                                                                                                                                                                                                                                                        |                          |                             |
|                                                     | Exhibits/trade shows                                                                                                                                                                                                                                                                                                                                       |                          |                             |
|                                                     | Explosives (fireworks)                                                                                                                                                                                                                                                                                                                                     |                          |                             |
|                                                     | Flammable & combustible liquids                                                                                                                                                                                                                                                                                                                            |                          |                             |
|                                                     | Hazardous materials                                                                                                                                                                                                                                                                                                                                        |                          |                             |
|                                                     | High-piled storage                                                                                                                                                                                                                                                                                                                                         |                          |                             |
|                                                     | Industrial ovens                                                                                                                                                                                                                                                                                                                                           |                          |                             |
|                                                     | Liquid or gas fueled vehicles or equipment in assembled buildings                                                                                                                                                                                                                                                                                          |                          |                             |
|                                                     | LP-gas                                                                                                                                                                                                                                                                                                                                                     |                          |                             |
|                                                     | Lumber yards/woodworking plants                                                                                                                                                                                                                                                                                                                            |                          |                             |
|                                                     | Open burning                                                                                                                                                                                                                                                                                                                                               |                          |                             |
|                                                     | Place of assembly where alcohol is consumed                                                                                                                                                                                                                                                                                                                |                          |                             |
|                                                     | Pyrotechnic special effects material                                                                                                                                                                                                                                                                                                                       |                          |                             |
|                                                     | Repair garages and service stations                                                                                                                                                                                                                                                                                                                        |                          |                             |
|                                                     | Spraying & dipping operations                                                                                                                                                                                                                                                                                                                              |                          |                             |
|                                                     | Temporary membrane structures, tents & canopies (operate)                                                                                                                                                                                                                                                                                                  |                          |                             |
|                                                     | Waste handling (wrecking yards)                                                                                                                                                                                                                                                                                                                            |                          |                             |
| Construction Permits                                | Permit                                                                                                                                                                                                                                                                                                                                                     | \$50.00                  |                             |
|                                                     | Automatic fire-extinguishing systems (install, remove, modify)                                                                                                                                                                                                                                                                                             |                          |                             |
|                                                     | Compressed gas systems (install, remove, modify)                                                                                                                                                                                                                                                                                                           |                          |                             |
|                                                     | Fire alarm & detection systems (install, modify)                                                                                                                                                                                                                                                                                                           |                          |                             |
|                                                     | Fire pumps & related equipment (install, modify)                                                                                                                                                                                                                                                                                                           |                          |                             |
|                                                     | Flammable & combustible liquids (install, modify, removal of tanks, piping)                                                                                                                                                                                                                                                                                |                          |                             |
|                                                     | LP-gas (tank installation & modification)                                                                                                                                                                                                                                                                                                                  |                          |                             |
|                                                     | Private fire hydrants (install, modify)                                                                                                                                                                                                                                                                                                                    |                          |                             |
|                                                     | Spray room, dip tank or spray booth (install, modify)                                                                                                                                                                                                                                                                                                      |                          |                             |
|                                                     | Standpipe systems (install, modify, remove)                                                                                                                                                                                                                                                                                                                |                          |                             |
|                                                     | Temporary membrane, tents, and canopies (erect)                                                                                                                                                                                                                                                                                                            |                          |                             |
|                                                     | Tents - public access minimum 200 sq. ft.                                                                                                                                                                                                                                                                                                                  | \$50.00                  |                             |
|                                                     |                                                                                                                                                                                                                                                                                                                                                            |                          |                             |
|                                                     |                                                                                                                                                                                                                                                                                                                                                            |                          |                             |
|                                                     |                                                                                                                                                                                                                                                                                                                                                            |                          |                             |

**EXHIBIT A**

| <b>Fee/Permit</b>      | <b>Item/Cost</b>                                                                                                                                                                                                | <b>Current</b>              | <b>Proposed if Changing</b> |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------------------|
|                        | Permanent structures 5,000 sq. ft. or less                                                                                                                                                                      | \$75.00                     |                             |
|                        | Permanent structures 5,001 - 12,000 sq. ft.                                                                                                                                                                     | \$100.00                    |                             |
|                        | Permanent structures 12,001 - 24,000 sq. ft.                                                                                                                                                                    | \$150.00                    |                             |
|                        | Permanent structures Over 24,000 sq. ft.                                                                                                                                                                        | \$200.00                    |                             |
| <b>HEALTH SERVICES</b> | Physicals for school /sports /employment                                                                                                                                                                        | \$22.00                     |                             |
|                        | Birth certificate per copy (includes \$10 search fee)                                                                                                                                                           | \$23.00                     |                             |
|                        | <i>Full payment for copies of birth certificates are required at the time of request. If unable to locate the record, a refund will be issued for the amount paid less the \$10 search fee described below.</i> |                             |                             |
|                        | Birth record search fee (regardless of whether a certified copy is issued or not)                                                                                                                               | \$10.00                     |                             |
|                        | Death certificate first copy (includes \$10 search fee)                                                                                                                                                         | \$21.00                     |                             |
|                        | Death certificate additional copies (if ordered with initial copy)                                                                                                                                              | \$4.00                      |                             |
|                        | <i>Full payment for copies of death certificates are required at the time of request. If unable to locate the record, a refund will be issued for the amount paid less the \$10 search fee described below.</i> |                             |                             |
|                        | Death record search fee (regardless of whether a certified copy is issued or not)                                                                                                                               | \$10.00                     |                             |
|                        | Chest x-ray                                                                                                                                                                                                     | \$50.00                     |                             |
|                        | I-693 Medical Examination                                                                                                                                                                                       | \$140.00                    |                             |
|                        | Lab draw fee                                                                                                                                                                                                    | \$8.00                      |                             |
|                        | TB skin test                                                                                                                                                                                                    | \$25.00                     |                             |
|                        | HEP C                                                                                                                                                                                                           | \$15.00                     |                             |
| Testing                | Lab charges are based on cost plus 10% and are subject to change when reference lab changes their costs                                                                                                         |                             |                             |
|                        | Pregnancy (urine)                                                                                                                                                                                               | actual cost +10%            |                             |
|                        | Pregnancy (serum)                                                                                                                                                                                               | actual cost +10%            |                             |
|                        | Albumin                                                                                                                                                                                                         | actual cost +10%            |                             |
|                        | Alk. Phosphatase                                                                                                                                                                                                | actual cost +10%            |                             |
|                        | ALT (SGPT)                                                                                                                                                                                                      | actual cost +10%            |                             |
|                        | AST (SGOT)                                                                                                                                                                                                      | actual cost +10%            |                             |
|                        | BMP                                                                                                                                                                                                             | actual cost +10%            |                             |
|                        | BUN                                                                                                                                                                                                             | actual cost +10%            |                             |
|                        | Calcium                                                                                                                                                                                                         | actual cost +10%            |                             |
|                        | CBC w/Diff                                                                                                                                                                                                      | actual cost +10%            |                             |
|                        | CBC w/o Diff                                                                                                                                                                                                    | actual cost +10%            |                             |
|                        | Cholesterol                                                                                                                                                                                                     | actual cost +10%            |                             |
|                        | CMP                                                                                                                                                                                                             | actual cost +10%            |                             |
|                        | Creatinine                                                                                                                                                                                                      | actual cost +10%            |                             |
|                        | Electrolyte Profile                                                                                                                                                                                             | actual cost +10%            |                             |
|                        | Flu                                                                                                                                                                                                             | actual cost +10%            |                             |
|                        | Glucose                                                                                                                                                                                                         | actual cost +10%            |                             |
|                        | <del>GTT 1 Hr 50g-</del>                                                                                                                                                                                        | <del>actual cost +10%</del> |                             |
|                        | <del>GTT 2 Hr 75g (3 Draws)</del>                                                                                                                                                                               | <del>actual cost +10%</del> |                             |
|                        | <del>GTT 2 Hr 75g (4 Draws)</del>                                                                                                                                                                               | <del>actual cost +10%</del> |                             |
|                        | <del>GTT 3 Hr 75g (100g Gest.)</del>                                                                                                                                                                            | <del>actual cost +10%</del> |                             |
|                        | HDL                                                                                                                                                                                                             | actual cost +10%            |                             |
|                        | Hematocrit & Hemoglobin                                                                                                                                                                                         | actual cost +10%            |                             |
|                        | POC Hemoglobin                                                                                                                                                                                                  | actual cost +10%            |                             |
|                        | Lipid Panel                                                                                                                                                                                                     | actual cost +10%            |                             |
|                        | Liver                                                                                                                                                                                                           | actual cost +10%            |                             |
|                        | Occult Blood                                                                                                                                                                                                    | actual cost +10%            |                             |
|                        | Potassium                                                                                                                                                                                                       | actual cost +10%            |                             |
|                        | Rabies (animal head shipment to Austin)                                                                                                                                                                         | actual cost +10%            |                             |
|                        | Sed Rate                                                                                                                                                                                                        | actual cost +10%            |                             |
|                        | Total Bilirubin                                                                                                                                                                                                 | actual cost +10%            |                             |
|                        | Total Protein                                                                                                                                                                                                   | actual cost +10%            |                             |
|                        | Triglyceride                                                                                                                                                                                                    | actual cost +10%            |                             |
|                        | Urinalysis (Micro)                                                                                                                                                                                              | actual cost +10%            |                             |
|                        | 1, 25 Dihydroxy Vit D                                                                                                                                                                                           | actual cost +10%            |                             |
|                        | 24 hr Urine Creat/Protein                                                                                                                                                                                       | actual cost +10%            |                             |
|                        | 25 Hydroxy Vit D                                                                                                                                                                                                | actual cost +10%            |                             |
|                        | ABO Group & RH Type                                                                                                                                                                                             | actual cost +10%            |                             |
|                        | AFP (Maternal serum)                                                                                                                                                                                            | actual cost +10%            |                             |
|                        | AFP (Tumor Marker)                                                                                                                                                                                              | actual cost +10%            |                             |
|                        | Aldolase                                                                                                                                                                                                        | actual cost +10%            |                             |
|                        | Alk Phos Isoenzyme/Fractionated                                                                                                                                                                                 | actual cost +10%            |                             |
|                        | Amylase                                                                                                                                                                                                         | actual cost +10%            |                             |
|                        | ANA w/RFX                                                                                                                                                                                                       | actual cost +10%            |                             |
|                        | ANCA Anti Neutropil Cytoplasmic Ab                                                                                                                                                                              | actual cost +10%            |                             |
|                        | Antibody Scr RFX ID/Titer (Indirect Coombs Titer/Indirect Antiglobulin)                                                                                                                                         | actual cost +10%            |                             |
|                        | Bilirubin, Direct                                                                                                                                                                                               | actual cost +10%            |                             |
|                        | Bilirubin, Total                                                                                                                                                                                                | actual cost +10%            |                             |
|                        | BNP-B type Natriuretic Peptide                                                                                                                                                                                  | actual cost +10%            |                             |
|                        | Cancer Antigen 125                                                                                                                                                                                              | actual cost +10%            |                             |
|                        | Carbamaazine/Tegretol-trough                                                                                                                                                                                    | actual cost +10%            |                             |
|                        | CCP (anit cyclic citrullinated peptide)                                                                                                                                                                         | actual cost +10%            |                             |
|                        | CD4 Panel (lymph subset 5)                                                                                                                                                                                      | actual cost +10%            |                             |
|                        | CEA                                                                                                                                                                                                             | actual cost +10%            |                             |



**EXHIBIT A**

| <b>Fee/Permit</b> | <b>Item/Cost</b>                           | <b>Current</b>   |
|-------------------|--------------------------------------------|------------------|
|                   | CF Carrier Screen                          | actual cost +10% |
|                   | Ck/CPK, Total                              | actual cost +10% |
|                   | Cold Agglutinin, Quant                     | actual cost +10% |
|                   | Cortisol, Total                            | actual cost +10% |
|                   | Creatinine Clearance                       | actual cost +10% |
|                   | CRP                                        | actual cost +10% |
|                   | DHEA                                       | actual cost +10% |
|                   | DHEA-Sulfate                               | actual cost +10% |
|                   | Digoxin                                    | actual cost +10% |
|                   | Dilantin/Phentoin "PTN"                    | actual cost +10% |
|                   | Direct LDL                                 | actual cost +10% |
|                   | Drug Abuse Screen                          | actual cost +10% |
|                   | EBV Panel                                  | actual cost +10% |
|                   | Estradiol                                  | actual cost +10% |
|                   | Estrogen, Total                            | actual cost +10% |
|                   | Factor V "Leiden" Mutation                 | actual cost +10% |
|                   | Ferritin                                   | actual cost +10% |
|                   | Folate, Serum                              | actual cost +10% |
|                   | FSH                                        | actual cost +10% |
|                   | FSH & LH                                   | actual cost +10% |
|                   | G6PD                                       | actual cost +10% |
|                   | GGT                                        | actual cost +10% |
|                   | H. Pylori Antigen-Stool                    | actual cost +10% |
|                   | H. Pylori (breath)                         | actual cost +10% |
|                   | HBV DNA, PCR Quant.                        | actual cost +10% |
|                   | HCG Serum QN                               | actual cost +10% |
|                   | Hemoglobin A1C w/MPG                       | actual cost +10% |
|                   | Hemoglobin Electrophoresis (See sickle)    | actual cost +10% |
|                   | Hep A Ab Total                             | actual cost +10% |
|                   | Hep A IGM Ab                               | actual cost +10% |
|                   | Hep ABC                                    | actual cost +10% |
|                   | Hep B AB Quant.                            | actual cost +10% |
|                   | Hep B Core IGM A                           | actual cost +10% |
|                   | Hep B Surface Ab (Titer)                   | actual cost +10% |
|                   | Hep B Surface Ag w/Conf                    | actual cost +10% |
|                   | Hep C Ab (HCV)                             | actual cost +10% |
|                   | Hep C Genotype                             | actual cost +10% |
|                   | Hep C RNA by PCR (Quantitative Viral Load) | actual cost +10% |
|                   | Heterophile Monoscreen                     | actual cost +10% |
|                   | HIV 1/2 Refl WB                            | actual cost +10% |
|                   | Homocysteine                               | actual cost +10% |
|                   | HSV 1/2                                    | actual cost +10% |
|                   | HSV IgM                                    | actual cost +10% |
|                   | Insulin Total                              | actual cost +10% |
|                   | Iron                                       | actual cost +10% |
|                   | Iron, Total & IBC                          | actual cost +10% |
|                   | Iron, Total & IBC, Ferritin                | actual cost +10% |
|                   | Lamictal (Lamotrigine)                     | actual cost +10% |
|                   | LDL Direct                                 | actual cost +10% |
|                   | Lead                                       | actual cost +10% |
|                   | LH                                         | actual cost +10% |
|                   | Lipase                                     | actual cost +10% |
|                   | Lithium                                    | actual cost +10% |
|                   | Lupus Anticoag                             | actual cost +10% |
|                   | Lyme Total AB                              | actual cost +10% |
|                   | Lyme Total AB rflx IgG, Igm, by IB         | actual cost +10% |
|                   | Magnesium                                  | actual cost +10% |
|                   | Maternal Serum 1 AFP                       | actual cost +10% |
|                   | Maternal Serum 3                           | actual cost +10% |
|                   | Maternal Serum 4 Quad Sern                 | actual cost +10% |
|                   | Measles Ab IGG, EIA (Rubeola)              | actual cost +10% |
|                   | Microalb/Creat Ratio                       | actual cost +10% |
|                   | MMR Titer                                  | actual cost +10% |
|                   | Mono Spot/Heterophile Mono                 | actual cost +10% |
|                   | Mumps Virus IGG, EIA                       | actual cost +10% |
|                   | Myoglobin (serum)                          | actual cost +10% |
|                   | OB Profile                                 | actual cost +10% |
|                   | Phenobarbital Level-trough                 | actual cost +10% |
|                   | Phosphate as Phosphorus                    | actual cost +10% |
|                   | Pro Time w/INR                             | actual cost +10% |
|                   | Progesterone                               | actual cost +10% |
|                   | Prolactin                                  | actual cost +10% |
|                   | Prostate Specific Ag (PSA)                 | actual cost +10% |
|                   | Protein C Ag                               | actual cost +10% |
|                   | PSA F&T                                    | actual cost +10% |
|                   | PTH, Intact & Calcium                      | actual cost +10% |

**Proposed if Changing**

**EXHIBIT A**

| <b>Fee/Permit</b>             | <b>Item/Cost</b>                                                                                                                                                                                 | <b>Current</b>       | <b>Proposed if Changing</b> |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------------|
| Vaccinations (Shots)          | PTT Activated                                                                                                                                                                                    | actual cost +10%     |                             |
|                               | Quantiferon TB Gold Plus                                                                                                                                                                         | actual cost +10%     |                             |
|                               | Renal Function Panel                                                                                                                                                                             | actual cost +10%     |                             |
|                               | Reticulocyte Count                                                                                                                                                                               | actual cost +10%     |                             |
|                               | Rheumatoid Factor (RA)                                                                                                                                                                           | actual cost +10%     |                             |
|                               | Rubella IGG Ab                                                                                                                                                                                   | actual cost +10%     |                             |
|                               | Sex Horm. Bind Globulin                                                                                                                                                                          | actual cost +10%     |                             |
|                               | Sickle Cell Screen                                                                                                                                                                               | actual cost +10%     |                             |
|                               | T. Pallidum total AB w/ reflex                                                                                                                                                                   | actual cost +10%     |                             |
|                               | T-3 Free                                                                                                                                                                                         | actual cost +10%     |                             |
|                               | T-3 Uptake                                                                                                                                                                                       | actual cost +10%     |                             |
|                               | T-4 (Thyroxine) Total                                                                                                                                                                            | actual cost +10%     |                             |
|                               | T-4 Free                                                                                                                                                                                         | actual cost +10%     |                             |
|                               | Testosterone (Free and Total) w/ SHBG                                                                                                                                                            | actual cost +10%     |                             |
|                               | Testosterone (Free and Total)                                                                                                                                                                    | actual cost +10%     |                             |
|                               | Testosterone Free (Female)                                                                                                                                                                       | actual cost +10%     |                             |
|                               | Testosterone, Total (Male)                                                                                                                                                                       | actual cost +10%     |                             |
|                               | TSH                                                                                                                                                                                              | actual cost +10%     |                             |
|                               | Uric Acid                                                                                                                                                                                        | actual cost +10%     |                             |
|                               | Urine culture                                                                                                                                                                                    | actual cost +10%     |                             |
|                               | Varicella (VCV) IGG Ab                                                                                                                                                                           | actual cost +10%     |                             |
|                               | Vitamin A                                                                                                                                                                                        | actual cost +10%     |                             |
|                               | Vitamin B1                                                                                                                                                                                       | actual cost +10%     |                             |
|                               | Vitamin B12                                                                                                                                                                                      | actual cost +10%     |                             |
|                               | Water (bacteriological)                                                                                                                                                                          | actual cost +10%     |                             |
|                               | Additional tests may be available. Contact the Abilene-Taylor County Public Health District at 325-692-5600 for more information.                                                                |                      |                             |
|                               | Vaccinations shall be priced at actual cost + 10% and subject to change throughout the year. Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for current prices. |                      |                             |
|                               |                                                                                                                                                                                                  | Private Pay          |                             |
|                               | DT                                                                                                                                                                                               | actual cost +10%     |                             |
|                               | DTAP                                                                                                                                                                                             | actual cost +10%     |                             |
|                               | KINRIX                                                                                                                                                                                           | actual cost +10%     |                             |
|                               | FLU                                                                                                                                                                                              | actual cost +10%     |                             |
|                               | FLU/PNEUMONIA                                                                                                                                                                                    | actual cost +10%     |                             |
|                               | PNEUMONIA                                                                                                                                                                                        | actual cost +10%     |                             |
|                               | HEPATITIS A                                                                                                                                                                                      | actual cost +10%     |                             |
|                               | HEPATITIS B                                                                                                                                                                                      | actual cost +10%     |                             |
|                               | TWINRIX                                                                                                                                                                                          | actual cost +10%     |                             |
|                               | GARDASIL                                                                                                                                                                                         | actual cost +10%     |                             |
|                               | MENINGOCOCCAL                                                                                                                                                                                    | actual cost +10%     |                             |
|                               | MENOMUNE                                                                                                                                                                                         | actual cost +10%     |                             |
|                               | MMR                                                                                                                                                                                              | actual cost +10%     |                             |
|                               | MMRV                                                                                                                                                                                             | actual cost +10%     |                             |
|                               | PENTACEL                                                                                                                                                                                         | actual cost +10%     |                             |
|                               | POLIO                                                                                                                                                                                            | actual cost +10%     |                             |
|                               | PRE-EXPOSURE RABIES                                                                                                                                                                              | actual cost +10%     |                             |
|                               | PREVNAR                                                                                                                                                                                          | actual cost +10%     |                             |
|                               | ROTATEQ                                                                                                                                                                                          | actual cost +10%     |                             |
|                               | TD                                                                                                                                                                                               | actual cost +10%     |                             |
|                               | TDAP                                                                                                                                                                                             | actual cost +10%     |                             |
|                               | TYPHIM VAC                                                                                                                                                                                       | actual cost +10%     |                             |
|                               | TYPHOID ORAL                                                                                                                                                                                     | actual cost +10%     |                             |
|                               | VARICELLA                                                                                                                                                                                        | actual cost +10%     |                             |
|                               | YELLOW FEVER                                                                                                                                                                                     | actual cost +10%     |                             |
|                               | ZOSTAVAX                                                                                                                                                                                         | actual cost +10%     |                             |
|                               | HIB                                                                                                                                                                                              | actual cost +10%     |                             |
|                               | MISC INJECTIONS                                                                                                                                                                                  | actual cost +10%     |                             |
| Vaccines for Children Program | Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for eligible vaccines.                                                                                           | Vaccine for Children |                             |
|                               | Administration fee per child                                                                                                                                                                     | \$14.00              |                             |
| Adult Safety Net Program      | Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for eligible vaccines.                                                                                           | Adult Safety Net     |                             |
|                               | Administration fee per vaccine                                                                                                                                                                   | \$20.00              |                             |
| Mercy Clinic Fees             | Well Woman Exam (WWE/NP Exam)                                                                                                                                                                    | \$88.00              | \$100.00                    |
|                               | STD Visit                                                                                                                                                                                        | \$20.00              |                             |
|                               | Nurse Visit                                                                                                                                                                                      | \$10.00              |                             |
|                               | Routine Office Visit                                                                                                                                                                             | \$33.00              |                             |
|                               | Complex Office Visit                                                                                                                                                                             | \$60.00              | \$65.00                     |
|                               | UA                                                                                                                                                                                               | \$5.00               | \$10.00                     |
|                               | Urine Pregnancy Test                                                                                                                                                                             | \$5.00               | \$10.00                     |
|                               | Serum Pregnancy Test                                                                                                                                                                             | \$13.00              |                             |
|                               | Wet Mount                                                                                                                                                                                        | \$10.00              |                             |
|                               | Birth control pills (per pack)                                                                                                                                                                   | \$7.00               |                             |
|                               | Depo provera shot                                                                                                                                                                                | \$35.00              |                             |

**EXHIBIT A**

| <b>Fee/Permit</b>                    | <b>Item/Cost</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Current</b>                                 | <b>Proposed if Changing</b> |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-----------------------------|
|                                      | IUD                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | actual cost +10%                               |                             |
|                                      | Nexplanon                                                                                                                                                                                                                                                                                                                                                                                                                                                               | actual cost +10%                               |                             |
|                                      | Nexplanon / IUD Insertion                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$108.00                                       |                             |
|                                      | Nexplanon / IUD Removal                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$108.00                                       |                             |
|                                      | Nuvaring (box of 3)                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$45.00                                        | actual cost +10%            |
|                                      | Patches (box of 3)                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$82.00                                        | actual cost +10%            |
|                                      | Testing:                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                |                             |
|                                      | Urine Culture                                                                                                                                                                                                                                                                                                                                                                                                                                                           | actual cost +10%                               |                             |
|                                      | Prolactin                                                                                                                                                                                                                                                                                                                                                                                                                                                               | actual cost +10%                               |                             |
|                                      | HSV 1 & 2                                                                                                                                                                                                                                                                                                                                                                                                                                                               | actual cost +10%                               |                             |
|                                      | TSH                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | actual cost +10%                               |                             |
|                                      | TSH reflex to free T4                                                                                                                                                                                                                                                                                                                                                                                                                                                   | actual cost +10%                               |                             |
| <b>JUNKED VEHICLE PENALTIES</b>      | Any person, firm, or corporation who violates any provision of this Code related to junk vehicles shall be assessed a civil penalty in an amount not exceeding five hundred dollars (\$500.00) for each offense, the amount to be determined by the hearing officer in his reasonable discretion, subject to review on appeal.                                                                                                                                          |                                                |                             |
|                                      | Unless higher amounts are required by state law or a lesser amount is determined by the hearing officer or judge of the municipal court, the minimum penalties for junked vehicle violations shall be as follows:                                                                                                                                                                                                                                                       |                                                |                             |
|                                      | 1st offense of failure to abate each junked vehicle in authorized time limit                                                                                                                                                                                                                                                                                                                                                                                            | \$50.00                                        |                             |
|                                      | 2nd offense of failure to abate each junked vehicle within a six (6) month period                                                                                                                                                                                                                                                                                                                                                                                       | \$75.00                                        |                             |
|                                      | 3rd and all subsequent offenses of failure to abate each junked vehicle within a six (6) month period                                                                                                                                                                                                                                                                                                                                                                   | \$100.00                                       |                             |
|                                      | In addition to the minimum penalty, charges for towing of the vehicle shall be added.                                                                                                                                                                                                                                                                                                                                                                                   |                                                |                             |
| <b>LIBRARY</b>                       | Replacement fee for lost or damaged card                                                                                                                                                                                                                                                                                                                                                                                                                                | \$1.00                                         |                             |
|                                      | Library card - Non-resident cards are available to Texans presently residing outside the City of Abilene per year.                                                                                                                                                                                                                                                                                                                                                      | \$10.00                                        |                             |
|                                      | Library cards are free to all City of Abilene residents and Dyess active duty & their families.                                                                                                                                                                                                                                                                                                                                                                         |                                                |                             |
|                                      | Lamination fee per linear foot                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$1.00                                         |                             |
|                                      | Lost and damaged materials. The processing fee is not refundable.                                                                                                                                                                                                                                                                                                                                                                                                       | Price of the item plus a \$5.00 processing fee |                             |
|                                      | Black and white copies per page                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$0.15                                         |                             |
|                                      | Color copies per page                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$0.45                                         |                             |
|                                      | Flash drives                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$5.00                                         |                             |
|                                      | Sewing machine needle replacement                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$0.50                                         |                             |
|                                      | 3D Printing fee per gram (\$1.00 minimum charge)                                                                                                                                                                                                                                                                                                                                                                                                                        | \$0.15                                         |                             |
| <b>Rental</b>                        | For-profit groups or groups from outside the City of Abilene will be charged fees. Fees are payable at the time a reservation is made and are refundable if cancelled at least one week before the scheduled event.                                                                                                                                                                                                                                                     |                                                |                             |
|                                      | Main, Mockingbird - rental fees for the rooms are per hour or any part of an hour.                                                                                                                                                                                                                                                                                                                                                                                      | \$10.00                                        |                             |
|                                      | South branch meeting room first two hours - private group per event                                                                                                                                                                                                                                                                                                                                                                                                     | \$50.00                                        |                             |
|                                      | South branch meeting room each additional hour - private group per event                                                                                                                                                                                                                                                                                                                                                                                                | \$15.00                                        |                             |
|                                      | Main, Mockingbird, South branch meeting room - nonprofit group per event                                                                                                                                                                                                                                                                                                                                                                                                | No Charge                                      |                             |
|                                      | South branch technology fee for usage of the advance technology per event*                                                                                                                                                                                                                                                                                                                                                                                              | \$25.00                                        |                             |
|                                      | *technology fee applies to both profit and nonprofit groups                                                                                                                                                                                                                                                                                                                                                                                                             |                                                |                             |
| <b>MAXWELL MUNICIPAL GOLF COURSE</b> | Per lease agreement for the operation and management of the municipal golf course, the lessee has sole authority to set pricing for all fees up to a maximum of ten percent annually. Potential fee increases greater than ten percent do require approval from the City. The fees listed below were in effect at the time of the first reading of the proposed budget and subject to change. Please contact the Maxwell Golf Course at 325-692-2737 for current rates. |                                                |                             |
| <b>Green Fees</b>                    | Green fees: weekday (Times Vary)                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                |                             |
|                                      | Walking                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$18.15                                        | \$20.00                     |
|                                      | Riding                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$31.35                                        | \$34.50                     |
|                                      | Junior/senior walking                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$13.20                                        | \$14.40                     |
|                                      | Junior/senior riding                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$26.39                                        | \$28.99                     |
|                                      | Green fees: weekend (Times Vary)                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                |                             |
|                                      | Walking                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$24.80                                        | \$26.86                     |
|                                      | Riding                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$38.00                                        | \$41.35                     |
|                                      | Junior/senior walking                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$18.15                                        | \$20.00                     |
|                                      | Junior/senior riding                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$31.35                                        | \$34.50                     |
|                                      | Twilight: weekday (Times Vary)                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                |                             |
|                                      | no cart                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$15.40                                        | \$17.00                     |
|                                      | with cart                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$24.40                                        | \$27.00                     |
|                                      | Super Twilight: weekday (Times Vary)                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                |                             |
|                                      | walking                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$11.00                                        |                             |
|                                      | with cart                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$20.20                                        | \$22.00                     |
|                                      | Twilight: weekend (Times Vary)                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                |                             |
|                                      | no cart                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$19.25                                        | \$21.20                     |
|                                      | with cart                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$28.24                                        | \$31.20                     |
|                                      | Super Twilight: weekend (Times Vary)                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                |                             |
|                                      | walking                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$11.00                                        |                             |
|                                      | with cart                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$22.20                                        | \$24.40                     |

## EXHIBIT A

| Fee/Permit           | Item/Cost                                                                                                                                                                                                                                | Current                | Proposed if Changing      |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------|
| 10 Play Card Options | Additional fee applies to rates above if playing alone:                                                                                                                                                                                  |                        |                           |
|                      | Single rider fee - through Twilight                                                                                                                                                                                                      |                        | \$5.00                    |
|                      | Single rider fee - Super Twilight                                                                                                                                                                                                        |                        | \$4.00                    |
|                      | Trail fee                                                                                                                                                                                                                                |                        | \$10.00                   |
|                      | Tournament Prices: weekday                                                                                                                                                                                                               |                        | \$33.00                   |
|                      | Tournament Prices: weekend / holiday                                                                                                                                                                                                     |                        | \$38.50                   |
|                      | Senior weekday (no holidays) with cart                                                                                                                                                                                                   |                        | \$242.00                  |
|                      | Senior 7 day with cart                                                                                                                                                                                                                   |                        | \$266.00                  |
|                      | Senior weekday (no holidays) with trail                                                                                                                                                                                                  |                        | \$221.00                  |
|                      | Senior 7 day with trail                                                                                                                                                                                                                  |                        | \$245.20                  |
| Memberships          | Regular 7 day with cart                                                                                                                                                                                                                  |                        | \$344.85                  |
|                      | Regular 7 day with trail                                                                                                                                                                                                                 |                        | \$323.85                  |
|                      | Single Annual Membership:                                                                                                                                                                                                                |                        |                           |
|                      | Walking                                                                                                                                                                                                                                  | \$1,344.47             |                           |
|                      | with Trail fee                                                                                                                                                                                                                           | \$2,086.41             | \$2,295.15                |
|                      | with Cart                                                                                                                                                                                                                                | \$2,166.37             | \$2,383.00                |
|                      | with Trail + Shed                                                                                                                                                                                                                        | \$2,500.40             | \$2,709.14                |
|                      | Couple's Annual Membership:                                                                                                                                                                                                              |                        |                           |
|                      | Walking                                                                                                                                                                                                                                  | \$2,016.70             |                           |
|                      | with Trail fee                                                                                                                                                                                                                           | \$2,758.64             | \$3,034.52                |
|                      | with Cart                                                                                                                                                                                                                                | \$3,204.58             | \$3,525.00                |
|                      | with Trail + Shed                                                                                                                                                                                                                        | \$3,172.63             | \$3,448.51                |
|                      | Junior/Senior Single Annual Membership:                                                                                                                                                                                                  |                        |                           |
|                      | Walking (5 days/week)                                                                                                                                                                                                                    | \$712.07               |                           |
|                      | Walking (7 days/week)                                                                                                                                                                                                                    | \$1,008.35             |                           |
|                      | Senior w/ cart (5 days/week)                                                                                                                                                                                                             | \$1,533.39             | \$1,687.08                |
|                      | Senior w/ cart (7 days/week)                                                                                                                                                                                                             | \$1,829.97             | \$2,012.97                |
|                      | Senior w/ trail (5 days/week)                                                                                                                                                                                                            | \$1,263.54             | \$1,389.91                |
|                      | Senior w/ trail (7 days/week)                                                                                                                                                                                                            | \$1,750.29             | \$1,925.35                |
|                      | with Trail + Shed (5 days/week)                                                                                                                                                                                                          | \$1,677.53             | \$1,803.90                |
|                      | with Trail + Shed (7 days/week)                                                                                                                                                                                                          | \$2,164.29             | \$2,339.34                |
|                      | Senior Couple's Annual Membership:                                                                                                                                                                                                       |                        |                           |
|                      | Walking (5 days/week)                                                                                                                                                                                                                    | \$1,068.11             |                           |
|                      | with Trail (5 days/week)                                                                                                                                                                                                                 | \$1,619.58             | \$1,781.54                |
|                      | with Trail (7days/week)                                                                                                                                                                                                                  | \$2,254.47             | \$2,479.94                |
|                      | with Cart (5 days/week)                                                                                                                                                                                                                  | \$2,300.53             | \$2,530.58                |
|                      | with Cart (7 days/week)                                                                                                                                                                                                                  | \$2,744.95             | \$3,019.46                |
|                      | with Trail + Shed (5 days/week)                                                                                                                                                                                                          | \$2,033.58             | \$2,195.53                |
|                      | with Trail + Shed (7 days/week)                                                                                                                                                                                                          | \$2,668.46             | \$2,893.93                |
| Driving Range        | Additional single rider fee if playing alone                                                                                                                                                                                             |                        | \$5.00                    |
|                      | Driving range - large basket                                                                                                                                                                                                             | \$12.00                |                           |
|                      | Driving range - medium basket                                                                                                                                                                                                            | \$8.00                 |                           |
|                      | Driving range - small basket                                                                                                                                                                                                             | \$4.00                 |                           |
|                      | Driving range - 25% discount for junior/ senior                                                                                                                                                                                          |                        |                           |
|                      | Junior Summer Pass (includes range and golf)                                                                                                                                                                                             | \$281.45               | \$310.68                  |
|                      | Lessons                                                                                                                                                                                                                                  | Set by the instructor  |                           |
| MUNICIPAL COURT      | Child Safety Fund Fee - assessed on parking violations                                                                                                                                                                                   | \$5.00                 |                           |
|                      | Local Consolidated Fee                                                                                                                                                                                                                   | \$14.00                |                           |
|                      | In accordance with Local Government Code Sec. 134.103(a) . Fee is assessed on conviction of nonjailable misdemeanor offenses, including an offense related to a pedestrian or parking violations. Local Government Code Sec. 134.103(a). |                        |                           |
|                      | Court Cost for Defensive Driving:                                                                                                                                                                                                        |                        |                           |
|                      | Regular citation                                                                                                                                                                                                                         | \$144.00               |                           |
|                      | Offense in school zone                                                                                                                                                                                                                   | \$169.00               |                           |
|                      | Warrant Fee - executing or processing a warrant, capias, or capias pro fine.                                                                                                                                                             | \$50.00                |                           |
|                      | Filing fee for appeal of determination of hearing officer regarding parking violation                                                                                                                                                    | \$5.00                 |                           |
|                      | Administrative court fee                                                                                                                                                                                                                 | \$20.00                |                           |
|                      | Teen Court Fee                                                                                                                                                                                                                           |                        |                           |
| PARKS AND RECREATION | City employee staffing fee to work special events / tournaments                                                                                                                                                                          |                        | \$25.00 / hour per person |
|                      | Parks Athletic field line painting (football, soccer, rugby):                                                                                                                                                                            |                        |                           |
|                      | Initial setup / layout (no paint) - per field                                                                                                                                                                                            | \$150.00               |                           |
|                      | Line painting - per field                                                                                                                                                                                                                | \$125.00               |                           |
|                      | Ball Field Lights (for all field light usage other than official league games)                                                                                                                                                           | \$20.00/hour per field |                           |
|                      | Facility use charge:                                                                                                                                                                                                                     |                        |                           |
|                      | Residents - per player, per season                                                                                                                                                                                                       | \$20.00                |                           |
|                      | Non-residents - per player, per season                                                                                                                                                                                                   | \$25.00                |                           |
|                      | Select Team Player - per year                                                                                                                                                                                                            | \$25.00                |                           |
|                      | Bounce House in the Park                                                                                                                                                                                                                 | \$25.00                |                           |
|                      | Park Pavilions per four (4) hour time slot                                                                                                                                                                                               | \$25.00                |                           |
|                      | Minter Park Water Curtain:                                                                                                                                                                                                               |                        |                           |
|                      | Pre-programmed / pre-approved name, phrase, or design                                                                                                                                                                                    | \$25.00 / hour         |                           |
|                      | Pre-programmed / pre-approved name, phrase, or design                                                                                                                                                                                    | \$100.00 / day         |                           |
|                      | Special event live programming by City employee                                                                                                                                                                                          | \$50.00 / hour         |                           |
|                      | Pro/Semi pro field use per game/use                                                                                                                                                                                                      | \$250.00               |                           |
|                      | Rose Park Amphitheater per day                                                                                                                                                                                                           | \$50.00                |                           |
|                      | Trash bags if purchased from the City per case                                                                                                                                                                                           | \$35.00                | \$60.00                   |
|                      | Vendors in the Park                                                                                                                                                                                                                      | \$30-\$50/event/day    |                           |

**EXHIBIT A**

| <u>Fee/Permit</u>         | <u>Item/Cost</u>                                                                                                                                                                  | <u>Current</u>          | <u>Proposed if Changing</u> |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------------|
| Aquatics / Adventure Cove | Use of electrical outlets in parks                                                                                                                                                | \$20.00 per use         |                             |
|                           | Tournament fee: Per team / per tournament                                                                                                                                         | \$25.00                 |                             |
|                           | Adventure Cove: 2 and under                                                                                                                                                       | No Charge               |                             |
|                           | Adventure Cove: Child less than 48" tall                                                                                                                                          | \$4.00                  |                             |
|                           | Adventure Cove: Child / adolescent 48" tall                                                                                                                                       | \$6.00                  |                             |
|                           | Adventure Cove: Adult                                                                                                                                                             | \$7.00                  |                             |
|                           | Adventure Cove: Doggie splash day - per dog                                                                                                                                       | \$3.00                  |                             |
|                           | Shallow Water Lifeguard Course - per person                                                                                                                                       | \$135.00                |                             |
|                           | Swimming lessons: 2 week session                                                                                                                                                  | \$45.00                 |                             |
|                           | Adventure Cove Pavilion & Facility Rentals:                                                                                                                                       |                         |                             |
| Recreation                | 2 hour rental                                                                                                                                                                     | \$200.00                |                             |
|                           | After-hours rental: 2 hours                                                                                                                                                       | \$700.00                |                             |
|                           | After-hours rental: each additional hour                                                                                                                                          | \$300.00                |                             |
|                           | Adventure Cove: Lifeguard re-certification fee                                                                                                                                    | \$75.00                 |                             |
|                           | Special events admission fee                                                                                                                                                      | up to \$50.00           |                             |
|                           | After School Program - per student / week                                                                                                                                         | \$15.00                 |                             |
|                           | Bike race/ride - individual                                                                                                                                                       | \$35.00                 |                             |
|                           | Bike race/ride - team                                                                                                                                                             | \$40.00                 |                             |
|                           | Bike race/ride - registration day of race additional                                                                                                                              | \$10.00                 |                             |
|                           | Camps winter break                                                                                                                                                                | \$65.00                 |                             |
|                           | Camps spring break                                                                                                                                                                | \$65.00                 |                             |
|                           | Youth council talent show student                                                                                                                                                 | \$3.00                  |                             |
|                           | Youth council talent show adult                                                                                                                                                   | \$5.00                  |                             |
|                           | Classes: Instructor receives 75% of fee; City of Abilene receives 25% of fee                                                                                                      | Price set by instructor |                             |
|                           | Daddy daughter date night per person                                                                                                                                              | \$12.00                 |                             |
|                           | Half marathon individual                                                                                                                                                          | \$35.00                 |                             |
|                           | Half marathon team                                                                                                                                                                | \$40.00                 |                             |
|                           | Half marathon day of registration - additional                                                                                                                                    | \$10.00                 |                             |
|                           | Heels & wheels duathlon individual                                                                                                                                                | \$35.00                 |                             |
|                           | Heels & wheels duathlon team                                                                                                                                                      | \$40.00                 |                             |
|                           | Heels & wheels day of registration - additional                                                                                                                                   | \$10.00                 |                             |
|                           | Leagues youth girls volleyball per person per season                                                                                                                              | \$55.00                 |                             |
|                           | Leagues youth basketball per person per season                                                                                                                                    | \$60.00                 |                             |
|                           | Leagues youth flag football per person per season                                                                                                                                 | \$75.00                 |                             |
|                           | Leagues adult basketball per person per season                                                                                                                                    | \$45.00                 |                             |
|                           | Leagues adult flag football per team per season                                                                                                                                   | \$350.00                |                             |
|                           | Leagues adult kickball per person per season                                                                                                                                      | \$20.00                 |                             |
|                           | Leagues adult volleyball per person per season                                                                                                                                    | \$45.00                 |                             |
|                           | Leagues pickleball per person per season                                                                                                                                          | \$10.00                 |                             |
|                           | Leagues spikeball per person per season                                                                                                                                           | \$10.00                 |                             |
|                           | Annual Race 1k: 12 and under                                                                                                                                                      | \$10.00                 |                             |
|                           | Annual Race 5k                                                                                                                                                                    | \$25.00                 |                             |
|                           | Annual Race 10k                                                                                                                                                                   | \$35.00                 |                             |
|                           | Annual Race day of registration - additional                                                                                                                                      | \$10.00                 |                             |
|                           | Mother/Son date night per person                                                                                                                                                  | \$12.00                 |                             |
|                           | <b>Recreation Activity Buildings:</b> Maximum capacity Rose Park Recreation Center = 75 Cobb Recreation Center = 63. A \$100.00 damage deposit is required. Admin/user fee \$5.00 |                         |                             |
|                           |                                                                                                                                                                                   | Private Non fundraising |                             |
|                           | 9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity                                                                                                                              | \$140.00                |                             |
|                           | 9:00 AM - 12:00 AM per activity                                                                                                                                                   | \$180.00                |                             |
|                           |                                                                                                                                                                                   | Non Profit fundraising  |                             |
|                           | 9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity                                                                                                                              | \$155.00                |                             |
|                           | 9:00 AM - 12:00 AM per activity                                                                                                                                                   | \$255.00                |                             |
|                           |                                                                                                                                                                                   | Commercial fundraising  |                             |
|                           | 9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity                                                                                                                              | \$180.00                |                             |
|                           | 9:00 AM - 12:00 AM per activity                                                                                                                                                   | \$305.00                |                             |
|                           | <b>Recreation Center:</b> Rates are hourly. A \$100.00 damage deposit is payable at the time the reservation is made. Admin/ User Fee: \$5.00                                     |                         |                             |
|                           | Private, non-fundraising per hour                                                                                                                                                 | \$35.00                 |                             |
|                           | Non-profit, fundraising per hour                                                                                                                                                  | \$45.00                 |                             |
|                           | Commercial, fundraising per hour                                                                                                                                                  | \$60.00                 |                             |
|                           | Summer playground program:                                                                                                                                                        |                         |                             |
|                           | 1 Week Session / per child / per program                                                                                                                                          | \$50.00                 |                             |
|                           | 2 Week Session / per child / per program                                                                                                                                          | \$85.00                 |                             |
|                           | TAAF Flag Football: Per team                                                                                                                                                      | \$350.00                |                             |
|                           | TAAF Track Meet admission fee: per person                                                                                                                                         | \$5.00                  |                             |
|                           | Wellness Jamboree: Vendor booth fee for first come/first serve area                                                                                                               | \$50.00                 |                             |
|                           | Wellness Jamboree: Vendor booth fee for premium booth locations                                                                                                                   | \$100.00                |                             |
|                           | Wellness Jamboree: Admission fee                                                                                                                                                  | No Charge               |                             |
| Tennis                    | Tennis center: juniors membership fee annual                                                                                                                                      | \$75.00                 |                             |
|                           | Tennis center: adults membership fee annual                                                                                                                                       | \$100.00                |                             |
|                           | Tennis center: family membership fee annual                                                                                                                                       | \$150.00                |                             |
|                           | Tennis center court fee                                                                                                                                                           | No Charge               |                             |
|                           | Membership benefits include 3 day advance reservation on courts and ball machine and price break on lesson                                                                        |                         |                             |
|                           | Tennis center court fee non-member                                                                                                                                                | \$2.50/person           |                             |
|                           | Tennis center ball machine hourly rate non member                                                                                                                                 | \$10.00-\$15.00         |                             |
|                           | Tennis center ball machine rental rate and privileges - Hourly rate (members)                                                                                                     | \$10.00                 | \$3.00/person               |

**EXHIBIT A**

| <b>Fee/Permit</b>                                                          | <b>Item/Cost</b>                                                                                                                                                                                                                                                                                                                            | <b>Current</b>                                                    | <b>Proposed if Changing</b> |
|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-----------------------------|
| Senior Services                                                            | Tennis center ball machine rental rate and privileges - Hourly rate (non-members)                                                                                                                                                                                                                                                           | \$15.00                                                           |                             |
|                                                                            | Tennis center ball machine - Yearly registration                                                                                                                                                                                                                                                                                            | \$100.00                                                          |                             |
|                                                                            | Tennis tournament fee                                                                                                                                                                                                                                                                                                                       | \$15-\$50                                                         |                             |
|                                                                            | <b>Senior Services activity rental:</b> a \$100.00 damage deposit will be required for the rental of these facilities                                                                                                                                                                                                                       |                                                                   |                             |
|                                                                            | Grand Ball Room (includes the use of 140 stack chairs)                                                                                                                                                                                                                                                                                      |                                                                   |                             |
|                                                                            | Full-day rental 9:00 AM - 11:00 PM                                                                                                                                                                                                                                                                                                          | \$425.00                                                          |                             |
|                                                                            | Half-day rental 9:00 AM - 4:00 PM or 4:00 PM-11:00 PM                                                                                                                                                                                                                                                                                       | \$300.00                                                          |                             |
|                                                                            | Dining Room (includes use of 40-3'x3' tables and 180 stack chairs and patio)                                                                                                                                                                                                                                                                |                                                                   |                             |
|                                                                            | Full-day rental 9:00 AM - 11:00 PM                                                                                                                                                                                                                                                                                                          | \$425.00                                                          |                             |
|                                                                            | Half-day rental 9:00 AM - 4:00 PM or 4:00 PM-11:00 PM                                                                                                                                                                                                                                                                                       | \$300.00                                                          |                             |
|                                                                            | Senior meal fee: age 60 and over                                                                                                                                                                                                                                                                                                            | \$2.00                                                            |                             |
|                                                                            | Senior lunch fee: under the age of 60                                                                                                                                                                                                                                                                                                       | \$3.50                                                            |                             |
|                                                                            | Senior dances admission fee                                                                                                                                                                                                                                                                                                                 | \$6.00                                                            |                             |
|                                                                            | Senior special events admission fee                                                                                                                                                                                                                                                                                                         | up to \$45.00                                                     |                             |
|                                                                            | Senior talent show admission fee                                                                                                                                                                                                                                                                                                            | \$5.00                                                            |                             |
|                                                                            | Senior Thursday night weekly dance                                                                                                                                                                                                                                                                                                          | \$5.00                                                            |                             |
|                                                                            | Special events may be added upon approval of the City Manager or his designee                                                                                                                                                                                                                                                               |                                                                   |                             |
| <b>PLANNING</b>                                                            | Board of Adjustment Filing/Application Fees                                                                                                                                                                                                                                                                                                 | \$400.00                                                          |                             |
| Planning Infill Development Incentive                                      | Projects located within the designated "infill area" are eligible for a fee reduction of 50% in accordance with the City's Infill Development Strategy. This does not apply to any portion of a fee that is based on actual costs to the City, such as filing plats, photocopies, notifications, etc.                                       |                                                                   |                             |
| Planning Ordinances, Minutes, Publications, Reports, Other Documents, Maps | Reports, plans, ordinances, maps and other documents are often available on the city's web site (www.abilenetx.gov) at no charge. In addition, any other actual materials costs will be assessed.                                                                                                                                           | \$ .10 per page                                                   |                             |
| Subdivision                                                                | Requests for the creation of maps or other documents not already existing will only be available based on availability of staff                                                                                                                                                                                                             | \$15.00 per hour, plus the cost of reproduction and/or materials. |                             |
|                                                                            | Preliminary development plan                                                                                                                                                                                                                                                                                                                | No Charge                                                         |                             |
|                                                                            | Plat, preliminary (applicant will also be responsible for actual filing costs)                                                                                                                                                                                                                                                              | \$500.00*                                                         |                             |
|                                                                            | Plat, final (applicant will also be responsible for actual filing costs)                                                                                                                                                                                                                                                                    | \$500.00*                                                         |                             |
|                                                                            | Plat, minor (applicant will also be responsible for actual filing costs)                                                                                                                                                                                                                                                                    | \$500.00*                                                         |                             |
|                                                                            | Plat, replat (applicant will also be responsible for actual filing costs)                                                                                                                                                                                                                                                                   | \$500.00*                                                         |                             |
|                                                                            | Easement release                                                                                                                                                                                                                                                                                                                            | \$400.00                                                          |                             |
|                                                                            | Thoroughfare abandonment (based on land value)                                                                                                                                                                                                                                                                                              | \$1,500.00**                                                      |                             |
|                                                                            | *Plat fees are \$500.00 for the first 4 lots, plus \$20.00 per lot thereafter (maximum review fee of \$2,500)                                                                                                                                                                                                                               |                                                                   |                             |
|                                                                            | ** Thoroughfare abandonment fee is 10% of the calculated land value of the ROW area to be abandoned, based on average square footage value of adjacent properties, per the most recent official Appraisal District valuation. Minimum fee is \$1,500.00. Any portion over the minimum fee is refundable if the abandonment is not approved. |                                                                   |                             |
|                                                                            | Street name change (applicant also responsible for notification costs)                                                                                                                                                                                                                                                                      | \$800.00                                                          |                             |
|                                                                            | Proportionality appeal                                                                                                                                                                                                                                                                                                                      | \$500.00                                                          |                             |
|                                                                            | Sidewalk waiver or deviation (plat)                                                                                                                                                                                                                                                                                                         | \$250.00                                                          |                             |
|                                                                            | Sidewalk deferral agreement                                                                                                                                                                                                                                                                                                                 | \$100.00                                                          |                             |
| Signs                                                                      | Miscellaneous permit fee is for new permits/processes/applications established by ordinance to be applied until such time that a specific fee is established.                                                                                                                                                                               | \$100.00                                                          |                             |
|                                                                            | If a case is withdrawn or delayed at the request of the applicant after notifications have been sent and/or public notice has been posted, the applicant will be responsible for the cost of notifications and re-posting of notice.                                                                                                        |                                                                   |                             |
|                                                                            | Sign permit - billboard (based on sign value)                                                                                                                                                                                                                                                                                               | \$ 500.00*                                                        |                             |
|                                                                            | Sign permit - non-billboard (based on sign value)                                                                                                                                                                                                                                                                                           | \$ 200.00*                                                        |                             |
|                                                                            | Sign permit - portable                                                                                                                                                                                                                                                                                                                      | \$50.00                                                           |                             |
| Other                                                                      | *Sign permit fee, other than for portable signs, is 2% of the sign value OR the minimum fee noted above, whichever is greater                                                                                                                                                                                                               |                                                                   |                             |
|                                                                            | Itinerant business permit                                                                                                                                                                                                                                                                                                                   | \$100.00                                                          |                             |
|                                                                            | Misc. other permit/application                                                                                                                                                                                                                                                                                                              | \$100.00                                                          |                             |
| <b>POLICE</b>                                                              |                                                                                                                                                                                                                                                                                                                                             |                                                                   |                             |
| Other                                                                      | Fingerprinting services                                                                                                                                                                                                                                                                                                                     | \$10.00                                                           |                             |
|                                                                            | Accident reports                                                                                                                                                                                                                                                                                                                            | \$6.00                                                            |                             |
|                                                                            | Trailer inspection fee                                                                                                                                                                                                                                                                                                                      | \$40.00                                                           |                             |
| Records                                                                    | Admin fee to gather info ( if more than 50 pages) per hour                                                                                                                                                                                                                                                                                  | \$15.00                                                           |                             |
|                                                                            | Arrest report per page                                                                                                                                                                                                                                                                                                                      | \$0.10                                                            |                             |
|                                                                            | Certified report                                                                                                                                                                                                                                                                                                                            | \$1.00                                                            |                             |
|                                                                            | CD case                                                                                                                                                                                                                                                                                                                                     | \$0.50                                                            |                             |
|                                                                            | Clearance letter per letter                                                                                                                                                                                                                                                                                                                 | \$5.00                                                            |                             |
|                                                                            | DVD                                                                                                                                                                                                                                                                                                                                         | \$3.00                                                            |                             |
|                                                                            | Non-rewriteable CD (CD-R)                                                                                                                                                                                                                                                                                                                   | \$1.00                                                            |                             |
|                                                                            | Overhead charge                                                                                                                                                                                                                                                                                                                             | 20% of labor charge                                               |                             |
|                                                                            | Police reports per page                                                                                                                                                                                                                                                                                                                     | \$0.10                                                            |                             |
| Vehicle Impoundment Fees                                                   | Daily storage fee                                                                                                                                                                                                                                                                                                                           | \$20.00                                                           |                             |
|                                                                            | Daily tax                                                                                                                                                                                                                                                                                                                                   | \$1.65                                                            |                             |
| (Set by State Law Occupations Code)                                        | Towing charge                                                                                                                                                                                                                                                                                                                               | Varies by vehicle                                                 |                             |

**EXHIBIT A**

| <u>Fee/Permit</u>                    | <u>Item/Cost</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <u>Current</u>                                    | <u>Proposed if Changing</u> |
|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-----------------------------|
| PUBLIC INFORMATION REQUEST           | Pursuant to the Public Information Act, Tex. Gov't Code Chapter 522.2615, if a request for a copy of public information will result in the imposition of a charge that exceeds \$40.00, or a request to inspect a paper record will result in the imposition of a charge under 552.271 that exceeds \$40.00, the governmental body shall provide the requestor with a written itemized statement that details all estimated charges that will be imposed, including any allowable charges for labor or personnel costs. If an alternative less costly method of viewing the records is available, the statement must include a notice that the requestor may contact the governmental body regarding the alternative method. |                                                   |                             |
| (State Regulated)                    | The basic charge for copies of public information is currently \$.10 per page, \$3.00 per DVD, and \$1.00 per CD. Voluminous requests may also result in personnel costs, currently a flat rate of \$15.00 per hour, and overhead, charged at 20% of the total personnel costs for the request. The Office of the Attorney General has published a handbook interpreting the Texas Public Information Act.                                                                                                                                                                                                                                                                                                                   |                                                   |                             |
| <b>PUBLIC RIGHT-OF-WAYS</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                   |                             |
| Franchise Fees                       | Cable Television:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                   |                             |
|                                      | Initial franchise application and review fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$5,000.00                                        |                             |
|                                      | Franchise renewal application and review fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$1,000.00                                        |                             |
|                                      | Cable Television Franchise Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 5% of grantee's gross revenues                    |                             |
|                                      | Electric                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | .001116¢ per kilowatt-hour of services delivered  |                             |
|                                      | Gas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 5% of grantee's gross revenues                    |                             |
|                                      | Non-Emergency Ambulance Transfer Service:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                   |                             |
|                                      | Franchise fee for non-emergency ambulance transfer service is 3.5% of the total amount billed for ambulance services fees and other income derived from operations within the City.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 3.5% of billings for services fees & other income |                             |
|                                      | Note: only collected if city is requested to financially subsidize the operation of ambulance service within the city.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                   |                             |
|                                      | Telecommunications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | set by the Public Utility Commission of Texas     |                             |
|                                      | Underground Encroachments:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                   |                             |
|                                      | Franchise fee for subsurface structure under public property                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$.02 per cubic foot / annual                     |                             |
|                                      | Sidewalk elevator or lift                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$100 / annual                                    |                             |
| Wireless Communication Network Nodes | Permits for use of public right-of-way:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                   |                             |
| (State Regulated)                    | Application fee - \$500 deposit per application covering up to 5 network nodes, \$250 deposit for each additional network node, and \$1,000 deposit per pole.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Actual cost to process                            |                             |
|                                      | *A \$500 deposit is required at the time of application. The actual application fee will vary and is based on the actual direct costs incurred by the City to process the application, not to exceed the amounts stated in Local Government Code Sec. 284.156.                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                   |                             |
|                                      | Public Right-of-Way rates:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                   |                             |
|                                      | Use of public right-of-way (per installed network node)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$250 / annual                                    |                             |
|                                      | Transport facilities charge (monthly rate per connected network node)*                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$28 / month                                      |                             |
|                                      | *charge is in addition to the annual use of public right-of-way charge                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                   |                             |
|                                      | Collocation of network nodes on service poles (per service pole)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$20 / annual                                     |                             |
| <b>RECYCLING</b>                     | Amounts shown include \$.0825 sales tax                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                   |                             |
| Mulch                                | Mulch self loaded by resident                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | No Charge                                         |                             |
|                                      | Loaded by City staff (per yard)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$4.00                                            |                             |
|                                      | 30 yards (per yd.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$4.00                                            |                             |
|                                      | Delivery charge                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$210.00                                          | \$220.00                    |
| Regrind Mulch                        | Amounts shown include \$.0825 sales tax                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                   |                             |
|                                      | Prices are per yard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                   |                             |
|                                      | Mulch self loaded by resident 1 yard or less                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | No Charge                                         |                             |
|                                      | 30 yds.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                   |                             |
|                                      | Premium \$6.00 /yd                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                   |                             |
|                                      | Delivery charge                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$210.00                                          | \$220.00                    |
| Cardboard Collection Services        | Sales tax is extra on services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                   |                             |
|                                      | Cardboard recycling 8 yard container:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                   |                             |
|                                      | One a week collection per month                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$65.00                                           |                             |
|                                      | Two a week collection per month                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$100.00                                          |                             |
|                                      | Three a week collection per month                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$135.00                                          |                             |
|                                      | Each additional collection at same site                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$35.00                                           |                             |
|                                      | Recycle 40 yard Cardboard monthly                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$910.00                                          | \$953.33                    |
|                                      | Each additional collection at same site                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$210.00                                          | \$220.00                    |
| Freon Units/Other Appliances         | No tax                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                   |                             |
|                                      | Residential Freon unit - 1st unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | No Charge                                         |                             |
|                                      | Residential Freon unit - 2nd unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$5.00                                            |                             |
|                                      | Commercial Freon unit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$5.00                                            |                             |
|                                      | Commercial other appliances                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$2.50                                            |                             |
| Tires                                | No sales tax                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                   |                             |
|                                      | Rim size                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                   |                             |
|                                      | 13" - 14" (no rims accepted)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$1.00                                            |                             |
|                                      | 15" - 20" (no rims accepted)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$2.00                                            |                             |
|                                      | Truck (no rims accepted)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$5.00                                            |                             |
|                                      | Farm (no rims accepted)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$10.00                                           |                             |
| Other                                | Per Delivery to Recycler                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$210.00                                          | \$220.00                    |



## EXHIBIT A

| Fee/Permit                          | Item/Cost                                                                                                                                                                                                                        | Current          | Proposed if Changing |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------|
|                                     | Brush Center Commercial Fee                                                                                                                                                                                                      | \$30.00 per load |                      |
| ROAD HUMPS                          | Application fee Those requesting road humps are responsible for the installation cost of the road humps, notifications costs, and associated signs and markings. Cost per hump varies. Call Traffic Engineering for an estimate. | \$100.00         |                      |
| SCOOTER & BICYCLE SHARING           | Scooter & Bicycle Sharing Permit:                                                                                                                                                                                                |                  |                      |
|                                     | Initial permit (24 months)                                                                                                                                                                                                       | \$1,500.00       |                      |
|                                     | Renewal permit fee (12 months)                                                                                                                                                                                                   | \$750.00         |                      |
| SOLICITATION PERMIT                 | Application permit fee (30 days)                                                                                                                                                                                                 | \$50.00          |                      |
|                                     | For each additional solicitor/worker                                                                                                                                                                                             | \$30.00          |                      |
|                                     | Yearly application fee (local business only)                                                                                                                                                                                     | \$100.00         |                      |
|                                     | Yearly fee for each additional solicitor/worker                                                                                                                                                                                  | \$30.00          |                      |
| SOLID WASTE                         | Sales tax is extra on services                                                                                                                                                                                                   |                  |                      |
|                                     | Environmental charge per month all accounts                                                                                                                                                                                      | \$1.80           |                      |
| Residential                         |                                                                                                                                                                                                                                  |                  |                      |
|                                     | Regular collection services monthly charge                                                                                                                                                                                       | \$20.00          |                      |
|                                     | Carry-Out Service (no new customers accepted)                                                                                                                                                                                    |                  |                      |
|                                     | 10-50 feet                                                                                                                                                                                                                       | \$27.45          |                      |
|                                     | 50-100 feet                                                                                                                                                                                                                      | \$48.25          |                      |
|                                     | 100-150 feet                                                                                                                                                                                                                     | \$69.05          |                      |
| Commercial                          | Minimum charge of \$17.00 per month for Commercial accounts                                                                                                                                                                      |                  |                      |
| Commercial Sideloaders              | 90 gallon                                                                                                                                                                                                                        | \$27.50          |                      |
| (emptied 2 times per week)          | 300 gallon                                                                                                                                                                                                                       | \$60.00          |                      |
|                                     | 300 gallon shared by 2 com. Each                                                                                                                                                                                                 | \$30.00          |                      |
| Frontloader Services                | Two times per week collection:                                                                                                                                                                                                   |                  |                      |
|                                     | 2 yard container per month                                                                                                                                                                                                       | \$59.83          |                      |
|                                     | 3 yard container per month                                                                                                                                                                                                       | \$78.52          |                      |
|                                     | 4 yard container per month                                                                                                                                                                                                       | \$98.23          |                      |
|                                     | 6 yard container per month                                                                                                                                                                                                       | \$123.87         |                      |
|                                     | 8 yard container per month                                                                                                                                                                                                       | \$158.19         |                      |
|                                     | 2 yard compactor per month                                                                                                                                                                                                       | \$89.79          |                      |
|                                     | 8 yard compactor per month                                                                                                                                                                                                       | \$204.17         |                      |
|                                     | 4 times per week collection:                                                                                                                                                                                                     |                  |                      |
|                                     | 2 yard container per month                                                                                                                                                                                                       | \$111.86         |                      |
|                                     | 3 yard container per month                                                                                                                                                                                                       | \$151.41         |                      |
|                                     | 4 yard container per month                                                                                                                                                                                                       | \$189.38         |                      |
|                                     | 6 yard container per month                                                                                                                                                                                                       | \$258.02         |                      |
|                                     | 8 yard container per month                                                                                                                                                                                                       | \$329.00         |                      |
| Extra Collections                   | Environmental charge per month                                                                                                                                                                                                   | \$1.80           |                      |
|                                     | 2, 3 or 4 yard container                                                                                                                                                                                                         | \$40.00          |                      |
|                                     | 6 or 8 yard container                                                                                                                                                                                                            | \$50.00          |                      |
| Stationary Compactor Service        | Frontload compactor subject to per cubic yard rate of \$2.95 per cubic yard                                                                                                                                                      |                  |                      |
|                                     | Privately-Owned                                                                                                                                                                                                                  |                  |                      |
|                                     | 20 yd. 30 Yd. 40 Yd.                                                                                                                                                                                                             |                  |                      |
| Collections per week 1              | <del>\$1079.30</del> \$1122.63 <del>\$1346.18</del> \$1389.51 <del>\$1610.48</del> \$1653.81                                                                                                                                     |                  |                      |
| Collections per week 2              | <del>2158.60</del> 2245.26 <del>2692.36</del> 2779.02 <del>3220.96</del> 3307.62                                                                                                                                                 |                  |                      |
| Collections per week 3              | <del>3237.90</del> 3367.89 <del>4038.54</del> 4168.53 <del>4831.44</del> 4961.43                                                                                                                                                 |                  |                      |
| Collections per week 4              | <del>4139.38</del> 4317.20 <del>5206.90</del> 5558.04 <del>6270.10</del> 6615.24                                                                                                                                                 |                  |                      |
| Other Monthly                       | 30 Yd. Compactor with Turn Charge - 1 collection per week                                                                                                                                                                        | \$1,570.36       | \$1,657.02           |
| Extra Collections / On Call Service | 34 Yd. Compactor with Turn Charge - 1 collection per week                                                                                                                                                                        | \$1,836.61       | \$1,923.28           |
|                                     | 20 yard compactor                                                                                                                                                                                                                | \$278.52         | \$288.52             |
|                                     | 30 yard compactor                                                                                                                                                                                                                | \$346.50         | \$356.50             |
|                                     | 40 yard compactor                                                                                                                                                                                                                | \$415.61         | \$425.61             |
| Compactors for Recycle Only         | Privately-Owned Unit                                                                                                                                                                                                             |                  |                      |
|                                     | Per Delivery to Recycler                                                                                                                                                                                                         | \$210.00         | \$220.00             |
| Turning Charge                      | Per Collection                                                                                                                                                                                                                   | \$55.32          | \$65.32              |
| Roll-Off Open Scheduled             | Per Week 20 yd. 30yd 40 yd.                                                                                                                                                                                                      |                  |                      |
|                                     | 1 <del>\$1031.25</del> 1074.58 <del>-\$1291.84</del> 1335.17 <del>-\$1550.37</del> 1593.70                                                                                                                                       |                  |                      |
|                                     | 2 <del>\$2050.95</del> 2149.16 <del>\$2572.13</del> 2670.34 <del>3088.77</del> 3187.40                                                                                                                                           |                  |                      |
|                                     | 3 <del>\$3070.00</del> 3223.74 <del>\$3852.43</del> 4005.51 <del>4627.39</del> 4781.10                                                                                                                                           |                  |                      |
| Roll-Off Open Non Scheduled         |                                                                                                                                                                                                                                  |                  |                      |
|                                     | Container Size                                                                                                                                                                                                                   | Per Collection   |                      |
|                                     | 20 yard                                                                                                                                                                                                                          | \$275.12         | \$285.12             |
|                                     | 30 yard                                                                                                                                                                                                                          | \$341.97         | \$351.97             |
|                                     | 40 yard                                                                                                                                                                                                                          | \$408.82         | \$418.82             |
| Roll-Off Non-Scheduled (short term) | Size Charge Daily Rental Per Collection Charge                                                                                                                                                                                   |                  |                      |
|                                     | 20/30/40 yard <del>\$56.45</del> \$66.45 \$3.47 <del>\$210.00</del> \$220 haul+ <del>\$30.05</del> \$30.65 per ton                                                                                                               |                  |                      |
| Open Top Containers                 | Permanent per month                                                                                                                                                                                                              | \$174.89         |                      |
| Brush and Bulky                     | Knuckle boom truck - city crew loading service per hour                                                                                                                                                                          | \$76.27          |                      |
|                                     | Rear loader truck - city crew loading per hour                                                                                                                                                                                   | \$46.45          |                      |
| Container Exchange/Refurbishment    | 100 or 300 gallon                                                                                                                                                                                                                | \$33.99          |                      |
|                                     | 2 yard                                                                                                                                                                                                                           | \$50.98          |                      |
|                                     | 3 yard                                                                                                                                                                                                                           | \$62.31          |                      |
|                                     | 4 yard                                                                                                                                                                                                                           | \$81.58          |                      |
|                                     | 6 yard                                                                                                                                                                                                                           | \$99.70          |                      |
|                                     | 8 yard                                                                                                                                                                                                                           | \$118.96         |                      |

**EXHIBIT A**

| <b>Fee/Permit</b>                   | <b>Item/Cost</b>                                                                                                                                                                                                                                                                                                                | <b>Current</b>                  | <b>Proposed if Changing</b>     |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------|
| Special Event Service               | 90 gallon per cart per dump                                                                                                                                                                                                                                                                                                     | \$2.72                          |                                 |
|                                     | 300 gallon per container per dump                                                                                                                                                                                                                                                                                               | \$6.19                          |                                 |
|                                     | 4 cubic yard per container per dump                                                                                                                                                                                                                                                                                             | \$33.51                         | \$40.00                         |
|                                     | 8 cubic yard per container per dump                                                                                                                                                                                                                                                                                             | \$41.60                         | \$50.00                         |
|                                     | 20 cubic yard per container per dump                                                                                                                                                                                                                                                                                            | \$268.52                        | \$278.52                        |
|                                     | 30 cubic yard per container per dump                                                                                                                                                                                                                                                                                            | \$336.50                        | \$346.50                        |
|                                     | 40 cubic yard per container per dump                                                                                                                                                                                                                                                                                            | \$405.61                        | \$415.61                        |
|                                     | Flatbed truck per load                                                                                                                                                                                                                                                                                                          | \$75.91                         | \$76.27                         |
| Other                               | Wash container                                                                                                                                                                                                                                                                                                                  | \$67.98                         |                                 |
| <b>SPECIAL EVENT AND STREET USE</b> | Category A : no control over the street; pre-approved route; not in Downtown Area                                                                                                                                                                                                                                               | \$25.00                         |                                 |
| <b>LICENSE</b>                      | Category B: less than 24 hours in duration; requiring control of local/minor streets; in Downtown Area                                                                                                                                                                                                                          | \$50.00                         |                                 |
|                                     | Category C: multiple day event or major impact; requiring control streets; in Downtown Area                                                                                                                                                                                                                                     | \$100.00                        |                                 |
|                                     | Parades: closed streets, approved route in the Downtown Area                                                                                                                                                                                                                                                                    | \$200.00                        |                                 |
|                                     | Street Use License: any other private use upon any public street, alley, sidewalk, or public way                                                                                                                                                                                                                                | \$300.00                        |                                 |
|                                     | Pipeline Payment Street Use License: pipelines, gas, oil, or other hydrocarbons                                                                                                                                                                                                                                                 | Per rod price as negotiated     |                                 |
| <b>STORMWATER SERVICES</b>          | Stormwater utility rates are included on users monthly water bill and are shown on this schedule under Water Bill Commercial or Water Bill Residential, as appropriate.                                                                                                                                                         |                                 |                                 |
|                                     | <b>RESIDENTIAL</b>                                                                                                                                                                                                                                                                                                              |                                 |                                 |
|                                     | Tier 1 <= 1,280 square feet                                                                                                                                                                                                                                                                                                     | \$2.66                          | \$2.79                          |
|                                     | Tier 2 1,281 to 2,880 square feet                                                                                                                                                                                                                                                                                               | \$3.50                          | \$3.68                          |
|                                     | Tier 3 2,881 - 3,500                                                                                                                                                                                                                                                                                                            | \$4.21                          | \$4.42                          |
|                                     | Tier 4 > 3,500 square feet                                                                                                                                                                                                                                                                                                      | \$5.12                          | \$5.38                          |
|                                     | <b>COMMERCIAL</b>                                                                                                                                                                                                                                                                                                               |                                 |                                 |
|                                     | minimum rate                                                                                                                                                                                                                                                                                                                    | \$6.48                          | \$6.80                          |
|                                     | per square foot                                                                                                                                                                                                                                                                                                                 | \$0.00071                       | \$0.00075                       |
|                                     | maximum rate                                                                                                                                                                                                                                                                                                                    | \$64.84                         | \$68.08                         |
|                                     | Environmental Charge - Stormwater                                                                                                                                                                                                                                                                                               | \$1.10                          | \$1.16                          |
| <b>STREETS</b>                      | Estimate fee                                                                                                                                                                                                                                                                                                                    | \$25.00                         |                                 |
|                                     | Items listed below are invoiced at the actual cost of materials and labor in effect at the time of service. Please contact the Street Services division at 676-6045 for current prices.                                                                                                                                         |                                 |                                 |
|                                     | Hot mix asphalt (ton)                                                                                                                                                                                                                                                                                                           | actual cost                     |                                 |
|                                     | Base (cu. yd.)                                                                                                                                                                                                                                                                                                                  | actual cost                     |                                 |
|                                     | Grade #6                                                                                                                                                                                                                                                                                                                        | actual cost                     |                                 |
|                                     | CBS-1 (gallon)                                                                                                                                                                                                                                                                                                                  | actual cost                     |                                 |
|                                     | Clean up (ton)                                                                                                                                                                                                                                                                                                                  | actual cost                     |                                 |
|                                     | Saw blade                                                                                                                                                                                                                                                                                                                       | actual cost                     |                                 |
| Street or Alley Excavations         | Items listed below are invoiced at the actual cost of materials and labor in effect at the time of service. Please contact the Street Services division at 676-6045 for current prices.                                                                                                                                         |                                 |                                 |
|                                     |                                                                                                                                                                                                                                                                                                                                 | Base Cost                       |                                 |
|                                     | #1 Base repair in alley - plumber's ditch up to 12 cu. yds./ditch (plumber backfill & cleanup)                                                                                                                                                                                                                                  | actual cost                     |                                 |
|                                     | #2 Base repair in alley - plumbers ditch up to 12 cu. yds./ditch (City backfill & cleanup)                                                                                                                                                                                                                                      | actual cost                     |                                 |
|                                     | #3 Base & asphalt repair to street or alley - plumber's ditch up to 12 cu. yds./ditch. Hot mix asphalt, includes saw blade charge (plumber's backfill & cleanup)                                                                                                                                                                | actual cost                     |                                 |
|                                     | #4 Base & asphalt repair to street or alley - plumber's ditch up to 12 cu. yds./ditch. Hot mix asphalt, includes saw blade charge (City backfill & cleanup)                                                                                                                                                                     | actual cost                     |                                 |
| Street Maintenance Fee              | Residential - monthly charge                                                                                                                                                                                                                                                                                                    |                                 |                                 |
|                                     | R1 Single Family Residence                                                                                                                                                                                                                                                                                                      | \$6.75 per non-irrigation meter | \$8.75 per non-irrigation meter |
|                                     | MF Multifamily                                                                                                                                                                                                                                                                                                                  | \$6.00 per dwelling unit        | \$8.00 per dwelling unit        |
|                                     | LM1 Low-Moderate Income                                                                                                                                                                                                                                                                                                         | \$1.75 per non-irrigation meter |                                 |
|                                     | <i>Persons who make 50% or less of the median family income as defined by the City's Office of Neighborhood Services are eligible to pay the reduced Low-to Moderate-Income (LM1) rate. Applications for LM1 rate reduction are available at <a href="http://www.abilenetx.gov">www.abilenetx.gov</a> or call 325-437-4576.</i> |                                 |                                 |
|                                     | Commercial - monthly charge                                                                                                                                                                                                                                                                                                     |                                 |                                 |
|                                     | C1 Base Trip Rate 0.00 to 4.99                                                                                                                                                                                                                                                                                                  | \$25.00                         | \$45.00                         |
|                                     | C2 Base Trip Rate 5.00 to 14.99                                                                                                                                                                                                                                                                                                 | \$35.00                         | \$55.00                         |
|                                     | C3 Base Trip Rate 15.00 to 49.99                                                                                                                                                                                                                                                                                                | \$45.00                         | \$65.00                         |
|                                     | C4 Base Trip Rate 50.00 to 199.99                                                                                                                                                                                                                                                                                               | \$55.00                         | \$75.00                         |
|                                     | C5 Base Trip Rate 200.00 to 999.99                                                                                                                                                                                                                                                                                              | \$65.00                         | \$85.00                         |
|                                     | C6 Base Trip Rate 1,000 or greater                                                                                                                                                                                                                                                                                              | \$75.00                         | \$95.00                         |
|                                     | See City of Abilene Ordinance No. 35-2018, Exhibit A available at <a href="http://www.abilenetx.gov">www.abilenetx.gov</a> for how base trip rate is determined.                                                                                                                                                                |                                 |                                 |
|                                     |                                                                                                                                                                                                                                                                                                                                 |                                 |                                 |
| <b>TAXI/LIMO LICENSE PERMIT</b>     | Owner License Fee (Yearly)                                                                                                                                                                                                                                                                                                      | \$100.00                        |                                 |
|                                     | Vehicle permit (Per Vehicle)                                                                                                                                                                                                                                                                                                    | \$25.00                         |                                 |
|                                     | Driver permit (Per Driver)                                                                                                                                                                                                                                                                                                      | \$25.00                         |                                 |
|                                     | Replacement Fee                                                                                                                                                                                                                                                                                                                 | \$5.00                          |                                 |
| <b>TRAFFIC &amp; TRANSPORTATION</b> | City Ordinance Parking violations:                                                                                                                                                                                                                                                                                              |                                 |                                 |

**EXHIBIT A**

| <b>Fee/Permit</b>                                                                | <b>Item/Cost</b>                                                                                                                                                                                                                                                                                                                                                                                             | <b>Current</b>                                      | <b>Proposed if Changing</b>   |
|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|-------------------------------|
| Parking                                                                          | *Amounts listed below are the minimum fines, unless a lesser amount is determined by the hearing officer or municipal court clerk or so designated deputy. Parking citations listed below do not include \$14 Local Consolidated Fee and \$5 Child Safety Fund fee (see Municipal Court section). Amounts also exclude State portion of fines and fees. Fees subject to change in accordance with state law. |                                                     |                               |
|                                                                                  | Exceeding posted time limit, first offense within 30-day period                                                                                                                                                                                                                                                                                                                                              | \$6.00                                              |                               |
|                                                                                  | Exceeding posted time limit, second offense within 30-day period                                                                                                                                                                                                                                                                                                                                             | \$26.00                                             |                               |
|                                                                                  | Exceeding posted time limit, third offense within 30-day period                                                                                                                                                                                                                                                                                                                                              | \$51.00                                             |                               |
|                                                                                  | Exceeding posted time limit, fourth and all subsequent offenses within 30-day period                                                                                                                                                                                                                                                                                                                         | \$101.00                                            |                               |
|                                                                                  | Parking in a school zone, first offense                                                                                                                                                                                                                                                                                                                                                                      | \$26.00                                             |                               |
|                                                                                  | Parking in a school zone, second offense                                                                                                                                                                                                                                                                                                                                                                     | \$51.00                                             |                               |
|                                                                                  | Parking in a school zone, third offense                                                                                                                                                                                                                                                                                                                                                                      | \$76.00                                             |                               |
|                                                                                  | Parking in a red zone                                                                                                                                                                                                                                                                                                                                                                                        | \$144.00                                            |                               |
|                                                                                  | All other parking violations                                                                                                                                                                                                                                                                                                                                                                                 | \$21.00                                             |                               |
|                                                                                  | <i>Note: Parking citations unanswered for more 10 days are considered delinquent and become twice the amounts specified above. Fines are not to exceed \$500.00 for each offense.</i>                                                                                                                                                                                                                        |                                                     |                               |
|                                                                                  | Boot fee                                                                                                                                                                                                                                                                                                                                                                                                     | \$25.00                                             |                               |
|                                                                                  | Construction parking permit: Per vehicle per day (Monday-Friday)                                                                                                                                                                                                                                                                                                                                             | \$3.00                                              |                               |
|                                                                                  | Parking lot lease: Each space, per month varies by lot                                                                                                                                                                                                                                                                                                                                                       | \$10.00 to \$20.00                                  |                               |
| Resident Only Parking Program                                                    | Application fee                                                                                                                                                                                                                                                                                                                                                                                              | \$50.00                                             |                               |
|                                                                                  | Installation of Resident Parking Only sign, each                                                                                                                                                                                                                                                                                                                                                             | \$200.00                                            |                               |
|                                                                                  | Resident Only Parking Permit, each                                                                                                                                                                                                                                                                                                                                                                           | \$5.00                                              |                               |
|                                                                                  | Guest pass, each                                                                                                                                                                                                                                                                                                                                                                                             | \$5.00                                              |                               |
|                                                                                  | Replacement Parking Permit                                                                                                                                                                                                                                                                                                                                                                                   | \$5.00                                              |                               |
| Tree Trimming                                                                    | Administrative fee                                                                                                                                                                                                                                                                                                                                                                                           | \$250.00                                            |                               |
| Housing Moving Permit                                                            | House moving permit                                                                                                                                                                                                                                                                                                                                                                                          | \$200.00                                            |                               |
|                                                                                  | If passing under a traffic control device per permit                                                                                                                                                                                                                                                                                                                                                         | add \$50.00                                         |                               |
|                                                                                  | If a traffic control device must be moved                                                                                                                                                                                                                                                                                                                                                                    | add \$150.00                                        |                               |
|                                                                                  | After hours and Saturdays                                                                                                                                                                                                                                                                                                                                                                                    | add \$160.00                                        |                               |
|                                                                                  | Rescheduling Fee                                                                                                                                                                                                                                                                                                                                                                                             | \$100.00                                            |                               |
|                                                                                  | Failure to procure permit                                                                                                                                                                                                                                                                                                                                                                                    | \$500.00                                            |                               |
|                                                                                  | No moving permits granted for Sundays                                                                                                                                                                                                                                                                                                                                                                        |                                                     |                               |
| <b>WATER</b>                                                                     | Service to all domestic housing of three units or less.                                                                                                                                                                                                                                                                                                                                                      | <b>Water/Sewer rate changes effective 11/1/2022</b> |                               |
| Residential (service to all domestic housing of three units or less)             | Customer Service Charge                                                                                                                                                                                                                                                                                                                                                                                      | Based on Meter Size*                                |                               |
| Water                                                                            | 5/8 or 3/4                                                                                                                                                                                                                                                                                                                                                                                                   | \$16.25 min. per month                              | <b>\$17.30 min. per month</b> |
|                                                                                  | 1 inch                                                                                                                                                                                                                                                                                                                                                                                                       | \$24.75                                             | <b>\$26.00</b>                |
|                                                                                  | 1 1/2 inch                                                                                                                                                                                                                                                                                                                                                                                                   | \$46.00                                             | <b>\$48.50</b>                |
|                                                                                  | 2 inch                                                                                                                                                                                                                                                                                                                                                                                                       | \$76.50                                             | <b>\$81.00</b>                |
|                                                                                  | 3 inch                                                                                                                                                                                                                                                                                                                                                                                                       | \$144.00                                            | <b>\$152.00</b>               |
|                                                                                  | 4 inch                                                                                                                                                                                                                                                                                                                                                                                                       | \$216.00                                            | <b>\$229.00</b>               |
|                                                                                  | 6 inch                                                                                                                                                                                                                                                                                                                                                                                                       | \$402.00                                            | <b>\$425.00</b>               |
|                                                                                  | 8 inch                                                                                                                                                                                                                                                                                                                                                                                                       | \$655.00                                            | <b>\$690.00</b>               |
|                                                                                  | 10 inch                                                                                                                                                                                                                                                                                                                                                                                                      | \$880.00                                            | <b>\$930.00</b>               |
|                                                                                  | First 6,000 gallons per thousand gallons                                                                                                                                                                                                                                                                                                                                                                     | \$3.30                                              | <b>\$3.55</b>                 |
|                                                                                  | 7,000 - 15,000 gallons per thousand gallons                                                                                                                                                                                                                                                                                                                                                                  | \$5.60                                              | <b>\$6.05</b>                 |
|                                                                                  | Over 15,000 gallons per thousand gallons                                                                                                                                                                                                                                                                                                                                                                     | \$7.85                                              | <b>\$8.50</b>                 |
|                                                                                  | Outside of City limits, double above rates for water consumption                                                                                                                                                                                                                                                                                                                                             |                                                     |                               |
| Sewer                                                                            | Customer Service Charge                                                                                                                                                                                                                                                                                                                                                                                      | \$14.00 minimum                                     | <b>\$15.00 minimum</b>        |
|                                                                                  | First 10,000 gallons per thousand gallons                                                                                                                                                                                                                                                                                                                                                                    | \$2.15                                              | <b>\$2.50</b>                 |
|                                                                                  | Over 10,000 gallons                                                                                                                                                                                                                                                                                                                                                                                          | No Charge                                           |                               |
| Environmental                                                                    | All Accounts per account                                                                                                                                                                                                                                                                                                                                                                                     | \$2.90                                              | <b>\$2.96</b>                 |
|                                                                                  | This fee supports the Stormwater Services and the Solid Waste Environmental Program ( <del>\$1.40</del> <b>\$1.16</b> to Stormwater Services and \$1.80 to Solid Waste )                                                                                                                                                                                                                                     |                                                     |                               |
| Commercial (business operations and residential housing with four units or more) | Customer Service Charge                                                                                                                                                                                                                                                                                                                                                                                      | Based on Meter Size*                                |                               |
|                                                                                  | 5/8 or 3/4                                                                                                                                                                                                                                                                                                                                                                                                   | \$16.25 min. per month                              | <b>\$17.30 min. per month</b> |
|                                                                                  | 1 inch                                                                                                                                                                                                                                                                                                                                                                                                       | \$24.75                                             | <b>\$26.00</b>                |
|                                                                                  | 1 1/2 inch                                                                                                                                                                                                                                                                                                                                                                                                   | \$46.00                                             | <b>\$48.50</b>                |
|                                                                                  | 2 inch                                                                                                                                                                                                                                                                                                                                                                                                       | \$76.50                                             | <b>\$81.00</b>                |
|                                                                                  | 3 inch                                                                                                                                                                                                                                                                                                                                                                                                       | \$144.00                                            | <b>\$152.00</b>               |
|                                                                                  | 4 inch                                                                                                                                                                                                                                                                                                                                                                                                       | \$216.00                                            | <b>\$229.00</b>               |
|                                                                                  | 6 inch                                                                                                                                                                                                                                                                                                                                                                                                       | \$402.00                                            | <b>\$425.00</b>               |
|                                                                                  | 8 inch                                                                                                                                                                                                                                                                                                                                                                                                       | \$655.00                                            | <b>\$690.00</b>               |
|                                                                                  | 10 inch                                                                                                                                                                                                                                                                                                                                                                                                      | \$880.00                                            | <b>\$930.00</b>               |
|                                                                                  | All consumption per thousand gallons                                                                                                                                                                                                                                                                                                                                                                         | \$5.60                                              | <b>\$6.05</b>                 |
|                                                                                  | Outside of City limits, double above rates for water consumption                                                                                                                                                                                                                                                                                                                                             |                                                     |                               |
| Sewer                                                                            | Customer Service Charge                                                                                                                                                                                                                                                                                                                                                                                      | \$14.00 minimum                                     | <b>\$15.00 minimum</b>        |
|                                                                                  | All use per thousand gallons                                                                                                                                                                                                                                                                                                                                                                                 | \$2.15                                              | <b>\$2.50</b>                 |
| Environmental                                                                    | All Accounts per account                                                                                                                                                                                                                                                                                                                                                                                     | \$2.90                                              | <b>\$2.96</b>                 |
|                                                                                  | This fee supports the Stormwater Services and the Solid Waste Environmental Program ( <del>\$1.40</del> <b>\$1.16</b> to Stormwater Services and \$1.80 to Solid Waste )                                                                                                                                                                                                                                     |                                                     |                               |
| Industrial, Manufacturing and Institutions                                       | Customer Service Charge                                                                                                                                                                                                                                                                                                                                                                                      | Based on Meter Size*                                |                               |

## EXHIBIT A

| Fee/Permit                                          | Item/Cost                                                                                                                                                                                                                                                                                           | Current                     | Proposed if Changing |
|-----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|----------------------|
|                                                     | 5/8 or 3/4                                                                                                                                                                                                                                                                                          | \$16.25 min. per month      | \$17.30              |
|                                                     | 1 inch                                                                                                                                                                                                                                                                                              | \$24.75                     | \$26.00              |
|                                                     | 1 1/2 inch                                                                                                                                                                                                                                                                                          | \$46.00                     | \$48.50              |
|                                                     | 2 inch                                                                                                                                                                                                                                                                                              | \$76.50                     | \$81.00              |
|                                                     | 3 inch                                                                                                                                                                                                                                                                                              | \$144.00                    | \$152.00             |
|                                                     | 4 inch                                                                                                                                                                                                                                                                                              | \$216.00                    | \$229.00             |
|                                                     | 6 inch                                                                                                                                                                                                                                                                                              | \$402.00                    | \$425.00             |
|                                                     | 8 inch                                                                                                                                                                                                                                                                                              | \$655.00                    | \$690.00             |
|                                                     | 10 inch                                                                                                                                                                                                                                                                                             | \$880.00                    | \$930.00             |
|                                                     | All consumption per thousand gallons                                                                                                                                                                                                                                                                | \$4.60                      | \$5.00               |
|                                                     | Outside of City limits, double above rates for water consumption                                                                                                                                                                                                                                    |                             |                      |
| Sewer                                               | Customer Service Charge                                                                                                                                                                                                                                                                             | \$14.00 minimum             | \$15.00 minimum      |
|                                                     | All use per thousand gallons                                                                                                                                                                                                                                                                        | \$2.15                      | \$2.50               |
| Surcharge Rate:                                     | B.O.D. per pound                                                                                                                                                                                                                                                                                    | \$0.091                     |                      |
|                                                     | T.S.S. per pound                                                                                                                                                                                                                                                                                    | \$0.067                     |                      |
|                                                     | F.O.G. per pound                                                                                                                                                                                                                                                                                    | \$0.091                     |                      |
| Wholesale Water (Contract)                          | All consumption per thousand gallons                                                                                                                                                                                                                                                                | \$6.80                      | \$7.20               |
| Environmental                                       | All Accounts per account                                                                                                                                                                                                                                                                            | \$2.90                      | \$2.96               |
|                                                     | This fee supports the Stormwater Services and the Solid Waste Environmental Program ( <del>\$1.10</del> \$1.16 to Stormwater Services and \$1.80 to Solid Waste )                                                                                                                                   |                             |                      |
| Multiple Housing Units                              | Multiple Housing Units: When more than two living or business units are supplied through one meter, each additional living or business unit will be charged two dollars and ninety cents (\$2.90). No credit shall be allowed for vacant or unoccupied units if the utility account remains active. |                             |                      |
| Fire Line Sprinkler System                          | \$2.00 per inch in diameter of service connection                                                                                                                                                                                                                                                   |                             |                      |
| Water Bill                                          | Set up fee \$60.00                                                                                                                                                                                                                                                                                  |                             |                      |
| Construction Water                                  | Construction Water all use per thousand gallons                                                                                                                                                                                                                                                     | \$6.80                      | \$7.40               |
|                                                     | Outside of City limits, double above rates for water consumption.                                                                                                                                                                                                                                   |                             |                      |
| Yard Meter                                          | Yard meters all use per thousand gallons                                                                                                                                                                                                                                                            | \$6.80                      | \$7.40               |
|                                                     | Outside of City limits, double above rates for water consumption.                                                                                                                                                                                                                                   |                             |                      |
| Raw Water                                           | Retail raw water per thousand gallons                                                                                                                                                                                                                                                               |                             | \$0.79               |
|                                                     | Outside of City limits, double above rate for water consumption.                                                                                                                                                                                                                                    |                             |                      |
|                                                     | Additional rates may apply for Enhanced System (\$0.56) and/or Alternate Supplies (\$2.96)                                                                                                                                                                                                          |                             |                      |
| Reuse Water (Type 1 Reclaimed Effluent)             | Retail reuse water per thousand gallons                                                                                                                                                                                                                                                             |                             | \$0.52               |
|                                                     | Outside of City limits, double above rate for water consumption.                                                                                                                                                                                                                                    |                             |                      |
| Pro Rata Charge for Water and Sewer Line Connection |                                                                                                                                                                                                                                                                                                     |                             |                      |
| Sewer                                               | Installed prior to June 30, 1981 per frontage foot                                                                                                                                                                                                                                                  | \$2.25                      |                      |
|                                                     | Installed after June 30, 1981 per frontage foot                                                                                                                                                                                                                                                     | \$4.00                      |                      |
| Water                                               | Installed prior to June 30, 1981 per frontage foot                                                                                                                                                                                                                                                  | \$3.25                      |                      |
|                                                     | Installed after June 30, 1981 per frontage foot                                                                                                                                                                                                                                                     | \$5.00                      |                      |
|                                                     | The basis for determining footage amounts is described in Chapter 32 of the Municipal Code                                                                                                                                                                                                          |                             |                      |
| Water Bill                                          | Note: A plumbing permit must be issued by Building Inspection prior to payment of the tap fee.                                                                                                                                                                                                      |                             |                      |
| Tap Fees                                            | New taps:                                                                                                                                                                                                                                                                                           |                             |                      |
|                                                     | 3/4 inch                                                                                                                                                                                                                                                                                            | \$500.00                    |                      |
|                                                     | 1 inch                                                                                                                                                                                                                                                                                              | \$550.00                    |                      |
|                                                     | 1-1/2 inch                                                                                                                                                                                                                                                                                          | \$775.00                    |                      |
|                                                     | 2 inch and larger                                                                                                                                                                                                                                                                                   | Actual cost of installation |                      |
|                                                     | Replacement tap credit:                                                                                                                                                                                                                                                                             |                             |                      |
|                                                     | 3/4 inch                                                                                                                                                                                                                                                                                            | \$20.00                     |                      |
|                                                     | 1 inch                                                                                                                                                                                                                                                                                              | \$40.00                     |                      |
|                                                     | 1-1/2 inch                                                                                                                                                                                                                                                                                          | \$100.00                    |                      |
| Service Charges                                     | New service                                                                                                                                                                                                                                                                                         | \$25.00                     | \$50.00              |
|                                                     | Transfer service                                                                                                                                                                                                                                                                                    | \$17.50                     | \$50.00              |
|                                                     | Temporary service                                                                                                                                                                                                                                                                                   | \$10.00                     | \$50.00              |
|                                                     | Delinquent on                                                                                                                                                                                                                                                                                       | \$25.00                     | \$50.00              |
|                                                     | Illegal consumption                                                                                                                                                                                                                                                                                 | \$50.00                     | \$100.00             |
|                                                     | Re-read meter                                                                                                                                                                                                                                                                                       | \$10.00                     | \$50.00              |
|                                                     | Return check payment charge (per account)                                                                                                                                                                                                                                                           | \$30.00                     |                      |
|                                                     | Meter test                                                                                                                                                                                                                                                                                          | \$25.00                     | \$50.00              |
| Deposits                                            | Deposits may be required based on payment history and/or credit worthiness                                                                                                                                                                                                                          |                             |                      |
|                                                     | Required for a construction meter loaned to account holder (credited upon return)                                                                                                                                                                                                                   | \$250.00                    |                      |
| Meter Tampering / Damage Fee                        | First offense, within 2-year period                                                                                                                                                                                                                                                                 |                             | warning, no charge   |
|                                                     | Second offense, within 2-year period                                                                                                                                                                                                                                                                |                             | \$200.00             |
|                                                     | Third offense, within 2-year period                                                                                                                                                                                                                                                                 |                             | \$400.00             |
| Water Analysis Fees                                 |                                                                                                                                                                                                                                                                                                     |                             |                      |
|                                                     | Total by titration Alk(T)                                                                                                                                                                                                                                                                           | \$10.00                     | \$12.00              |
|                                                     | Carbonate/bicarbonate by titration Alk (C)                                                                                                                                                                                                                                                          | \$10.00                     | \$12.00              |
|                                                     | Nitrogen (NH <sub>3</sub> -N) (by ISE)                                                                                                                                                                                                                                                              | \$12.00                     | \$14.00              |
|                                                     | Nitrogen (NH <sub>3</sub> -N) (Distilled)                                                                                                                                                                                                                                                           | \$37.00                     | \$44.00              |
|                                                     | Anion Scan by EPA 300.0A, Includes:                                                                                                                                                                                                                                                                 |                             |                      |
|                                                     | Fluoride (F-), Chloride (Cl-), Nitrite (NO <sub>2</sub> -N),                                                                                                                                                                                                                                        | \$75.00                     | \$90.00              |

**EXHIBIT A**

| <b><u>Fee/Permit</u></b> | <b><u>Item/Cost</u></b>                                                                          | <b><u>Current</u></b> | <b><u>Proposed if Changing</u></b> |
|--------------------------|--------------------------------------------------------------------------------------------------|-----------------------|------------------------------------|
|                          | Nitrite (NO <sub>3</sub> -N), Bromide (Br-),                                                     |                       |                                    |
|                          | Ortho-Phosphate (PO <sub>4</sub> -P)(O), <del>and</del> Sulfate (SO <sub>4</sub> <sup>2-</sup> ) |                       |                                    |
|                          | E Coli                                                                                           | \$25.00               | \$30.00                            |
|                          | Enterococci (Enteros)                                                                            | \$50.00               | \$42.00                            |
|                          | Fecal Coliform (FC)                                                                              | \$15.00               | \$18.00                            |
|                          | Fecal Sludge                                                                                     | \$50.00               | \$60.00                            |
|                          | Fecal Strep(FS)                                                                                  | \$25.00               | \$30.00                            |
|                          | Heterotropic Plate Count (HPC)                                                                   | \$15.00               | \$18.00                            |
|                          | <del>Legionella pneumophila by Legiolert</del>                                                   |                       | \$75.00                            |
|                          | Micro Exam                                                                                       | \$75.00               | \$90.00                            |
|                          | Total Coliform (TC)                                                                              | \$15.00               | \$20.00                            |
|                          | Total Coliform/E Coli by SM9223B                                                                 | \$20.00               | \$24.00                            |
|                          | Bromate                                                                                          | \$60.00               | \$70.00                            |
|                          | Biochemical Oxygen Demand (BOD)                                                                  | \$30.00               | \$32.00                            |
|                          | Bromide (Br-)                                                                                    | \$25.00               | \$30.00                            |
|                          | Carbonaceous Biochemical Oxygen Demand (CBOD)                                                    | \$30.00               | \$32.00                            |
|                          | Calcium Carbonate Saturation Index (CCPP)                                                        | \$80.00               |                                    |
|                          | Caustic (Sodium Hydroxide) %                                                                     | \$15.00               | \$18.00                            |
|                          | <del>Chloral Hydrate by EPA 551.1 (CH)</del>                                                     | <del>\$100.00</del>   |                                    |
|                          | Chlorine Demand (demand)                                                                         | \$100.00              | \$120.00                           |
|                          | Chlorate                                                                                         | \$50.00               | \$55.00                            |
|                          | Chlorine Residual by Titration (Cl <sub>2</sub> )                                                | \$15.00               | \$18.00                            |
|                          | by Amperometric Titration (Cl <sub>2</sub> )                                                     | \$15.00               | \$18.00                            |
|                          | Chloride (Cl-) by Titration                                                                      | \$15.00               | \$18.00                            |
|                          | Chloride(Cl-) by Ion Chromatograph                                                               | \$25.00               | \$30.00                            |
|                          | Chlorite                                                                                         | \$50.00               | \$55.00                            |
|                          | Chemical Oxygen Demand (COD)                                                                     | \$30.00               | \$35.00                            |
|                          | Conductivity (Cond)                                                                              | \$10.00               | \$12.00                            |
|                          | Color                                                                                            |                       |                                    |
|                          | TRUE                                                                                             | \$50.00               |                                    |
|                          | Cyanide (Total and Amenable) (CN-)                                                               | \$50.00               | \$60.00                            |
|                          | Dissolved organic carbon (DOC)                                                                   | \$55.00               |                                    |
|                          | Dissolved Oxygen (DO) by ISE or Winkler                                                          | \$15.00               | \$18.00                            |
|                          | Fluoride (F-) by ISE                                                                             | \$15.00               | \$18.00                            |
|                          | Free oil and grease - no soils - by EPA 1664 (HEM) (ask about bottle and sample size)            | \$50.00               | \$60.00                            |
|                          | pH, Alkalinity (Alk-T), Hardness, Conductivity,                                                  | \$55.00               | \$65.00                            |
|                          | Chloride (Cl-), Sulfate (SO <sub>4</sub> <sup>2-</sup> ), Nitrate (NO <sub>3</sub> -N)           |                       |                                    |
|                          | <del>Halooacetic Nitriles by EPA 551.1 (HANs)</del>                                              | <del>\$100.00</del>   |                                    |
|                          | Hardness by titration                                                                            | \$12.00               | \$14.00                            |
|                          | Hardness by calculation                                                                          | \$54.00               | \$65.00                            |
|                          | Inorganic Disinfection by-products                                                               | \$125.00              | \$100.00                           |
|                          | <del>Iodide</del>                                                                                | <del>\$10.00</del>    |                                    |
|                          | Langier Saturation Index (LSI)                                                                   | \$80.00               | \$96.00                            |
|                          | Mercury (Cold Vapor by AAS) EPA 245.1 (Hg)                                                       | \$50.00               | \$60.00                            |
|                          | Mercury by EPA 245.7                                                                             | \$75.00               | \$85.00                            |
|                          | Metals (Total) Digested (each)                                                                   | \$25.00               | \$28.00                            |
|                          | Five or more (each)                                                                              | \$12.00               | \$14.00                            |
|                          | Dissolved) Soluble (each)                                                                        | \$20.00               | \$23.00                            |
|                          | Five or more (each)                                                                              | \$12.00               | \$14.00                            |
|                          | Metal Scan - Dissolved                                                                           | \$100.00              | \$120.00                           |
|                          | Metal Scan - Total                                                                               | \$125.00              | \$130.00                           |
|                          | Nitrate by SM 4500-NO <sub>3</sub> F                                                             | \$20.00               | \$23.00                            |
|                          | Nitrite by SM 4500-NO <sub>3</sub> F                                                             | \$20.00               | \$23.00                            |
|                          | Nitrate and Nitrite by SM 4500-NO <sub>3</sub> F (NAP only)                                      | \$30.00               | \$32.00                            |
|                          | Nitrate and Nitrite by SM 4500-NO <sub>3</sub> F (non-NAP)                                       | \$35.00               | \$40.00                            |
|                          | NOx by SM 4500-NO <sub>3</sub> F                                                                 | \$30.00               | \$32.00                            |
|                          | Nitrate and Nitrite by EPA 300.0 A (NAP only)                                                    | \$30.00               | \$32.00                            |
|                          | NOx by EPA 300.0 A                                                                               | \$30.00               | \$32.00                            |
|                          | Nitrate by Ion Chromatograph                                                                     | \$25.00               | \$30.00                            |
|                          | Nitrite by Ion Chromatograph                                                                     | \$25.00               | \$30.00                            |
|                          | pH                                                                                               | \$10.00               | \$12.00                            |
|                          | Percent Geometric Mean (% Geometric Mean)                                                        | No charge             |                                    |
|                          | No charge when run with TS and FC analysis                                                       |                       |                                    |
|                          | Phosphorus, Total (P) ((PO <sub>4</sub> -P)(T)))                                                 | \$25.00               | \$30.00                            |
|                          | Ortho-phosphate (PO <sub>4</sub> -P(O))                                                          | \$20.00               | \$23.00                            |
|                          | Phosphorus, Total (P) ((PO <sub>4</sub> -P)(T))) by SM 4500-P F                                  | \$25.00               | \$30.00                            |
|                          | Ortho-phosphate (PO <sub>4</sub> -P(O)) by SM 4500-P F                                           | \$20.00               | \$23.00                            |
|                          | Settleable Solids (SS)                                                                           | \$5.00                | \$6.00                             |
|                          | Sodium Adsorption Ratio (SAR)                                                                    | \$80.00               | \$96.00                            |
|                          | Sulfate (SO <sub>4</sub> <sup>2-</sup> )                                                         | \$20.00               | \$25.00                            |
|                          | Sulfate by Ion Chromatograph                                                                     | \$25.00               | \$30.00                            |
|                          | Sulfide (S <sup>2-</sup> )                                                                       | \$20.00               | \$25.00                            |
|                          | Special sample preparations                                                                      | \$25.00               |                                    |

**EXHIBIT A**

| <b>Fee/Permit</b>                                      | <b>Item/Cost</b>                                                                            | <b>Current</b>            | <b>Proposed if Changing</b> |
|--------------------------------------------------------|---------------------------------------------------------------------------------------------|---------------------------|-----------------------------|
| Water Restriction Penalties<br>Water Conservation Plan | Applies to soils and samples that must be pre-treated before the normal analysis can begin) |                           |                             |
|                                                        | Specific gravity by Spindle Hydrometer (SPGR)                                               | \$15.00                   |                             |
|                                                        | Specific ultraviolet absorption (SUVA)                                                      | \$75.00                   |                             |
|                                                        | Thermometer Calibration (3 Calibration Points)                                              | \$25.00                   | \$30.00                     |
|                                                        | Total dissolved solids gravimetric - dried (TDS)                                            | \$15.00                   | \$18.00                     |
|                                                        | by calculation (TDS)                                                                        | \$10.00                   | \$12.00                     |
|                                                        | Total Kjeldahl Nitrogen (TKN)                                                               | \$50.00                   | \$60.00                     |
|                                                        | Total Organic Carbon (TOC)                                                                  | \$55.00                   |                             |
|                                                        | Total oxidants                                                                              | \$15.00                   | \$18.00                     |
|                                                        | Total petroleum hydrocarbon - no soils (TPH)                                                | \$60.00                   | \$65.00                     |
|                                                        | (ask about bottle & sample size)                                                            |                           |                             |
|                                                        | Total solids (TS)                                                                           | \$15.00                   | \$18.00                     |
|                                                        | Total suspended solids (TSS)                                                                | \$15.00                   | \$18.00                     |
|                                                        | Total Trihalomethanes (THMS)                                                                | \$100.00                  | \$90.00                     |
|                                                        | (THM) formation potential                                                                   | \$125.00                  | \$150.00                    |
|                                                        | Total volatile solids (TVS)                                                                 | \$15.00                   | \$18.00                     |
|                                                        | Total volatile suspended solids (TVSS)                                                      | \$15.00                   | \$18.00                     |
|                                                        | Turbidity                                                                                   | \$10.00                   | \$12.00                     |
|                                                        | UV-absorbing organic constituents (UV-254)                                                  | \$15.00                   | \$18.00                     |
|                                                        | Water Testing Supplies                                                                      |                           |                             |
|                                                        | <b>E-Coli Plates</b>                                                                        | \$1.00                    |                             |
|                                                        | Phosphate Buffer                                                                            | \$5.00                    |                             |
|                                                        | Alkalinity Titrant                                                                          | \$10.00                   |                             |
|                                                        | FAS                                                                                         | \$10.00                   |                             |
|                                                        | DPD                                                                                         | \$5.00                    |                             |
|                                                        | <b>Glycine for Chlorite 25 mls</b>                                                          |                           | \$2.00                      |
|                                                        | <b>KI for Chlorite (I) 25 mls</b>                                                           |                           | \$2.00                      |
|                                                        | <b>HCl for Chlorite (II) 25 mls</b>                                                         |                           | \$2.00                      |
|                                                        | Year-Round Water Use Management/Stage 1 Water Alert:                                        |                           |                             |
|                                                        | First Offense: Minimum                                                                      | \$50.00                   |                             |
|                                                        | Second Offense: Minimum                                                                     | \$75.00                   |                             |
|                                                        | Subsequent Offenses: Minimum                                                                | \$250.00                  |                             |
|                                                        | Stage 2 Water Warning:                                                                      |                           |                             |
|                                                        | First Offense: Minimum                                                                      | \$100.00                  |                             |
|                                                        | Second Offense: Minimum                                                                     | \$150.00                  |                             |
|                                                        | Subsequent Offenses: Minimum                                                                | \$500.00                  |                             |
|                                                        | Stage 3 Water Emergency:                                                                    |                           |                             |
|                                                        | First Offense: Minimum                                                                      | \$250.00                  |                             |
|                                                        | Second Offense: Minimum                                                                     | \$500.00                  |                             |
|                                                        | Subsequent Offenses: Minimum                                                                | \$1,000.00                |                             |
|                                                        | Surcharges for non-compliance with water use reduction (Commercial & Industrial):           |                           |                             |
|                                                        | First 5,000 gallons over allowed amount - 1st occurrence                                    | \$5.00 per 1,000 gallons  |                             |
|                                                        | First 5,000 gallons over allowed amount - 2nd occurrence                                    | \$10.00 per 1,000 gallons |                             |
|                                                        | Next 5,000 gallons - 1st occurrence                                                         | \$10.00 per 1,000 gallons |                             |
|                                                        | Next 5,000 gallons - 2nd occurrence                                                         | \$20.00 per 1,000 gallons |                             |
|                                                        | For higher usage, per 1,000 gallons - 1st occurrence                                        | \$20.00 per 1,000 gallons |                             |
|                                                        | For higher usage, per 1,000 gallons - 2nd occurrence                                        | \$30.00 per 1,000 gallons |                             |
|                                                        | Reconnect fee if water turned off for above non-compliance                                  | \$250.00                  |                             |
|                                                        | Reconnect fee for failure to pay the surcharge                                              | \$250.00                  |                             |
|                                                        | Stage 4 Water Crisis:                                                                       |                           |                             |
|                                                        | First Offense: Minimum                                                                      | \$250.00                  |                             |
|                                                        | Second Offense: Minimum                                                                     | \$500.00                  |                             |
|                                                        | Subsequent Offenses: Minimum                                                                | \$1,000.00                |                             |
|                                                        | Surcharges for non-compliance with water use reduction (Commercial & Industrial):           |                           |                             |
|                                                        | First 5,000 gallons over allowed amount - 1st occurrence                                    | \$10.00 per 1,000 gallons |                             |
|                                                        | First 5,000 gallons over allowed amount - 2nd occurrence                                    | \$20.00 per 1,000 gallons |                             |
|                                                        | Next 5,000 gallons - 1st occurrence                                                         | \$20.00 per 1,000 gallons |                             |
|                                                        | Next 5,000 gallons - 2nd occurrence                                                         | \$40.00 per 1,000 gallons |                             |
|                                                        | For higher usage, per 1,000 gallons - 1st occurrence                                        | \$30.00 per 1,000 gallons |                             |
|                                                        | For higher usage, per 1,000 gallons - 2nd occurrence                                        | \$60.00 per 1,000 gallons |                             |
|                                                        | Reconnect fee if water turned off for above non-compliance                                  | \$500.00                  |                             |
|                                                        | Reconnect fee for failure to pay the surcharge                                              | \$250.00                  |                             |
|                                                        | Year-Round Use and All Stages:                                                              |                           |                             |
|                                                        | Failure to pay penalty: which can be applied to water bill                                  | \$250.00                  |                             |
|                                                        | Reconnect fee for repeated violations of the plan                                           | \$500.00                  |                             |
|                                                        | Fraudulent misrepresentation of well water use:                                             | \$500.00                  |                             |
|                                                        | Filing fee for administrative appeal of determination by hearing officer                    | \$10.00                   |                             |
|                                                        | Report misuse by calling the Water Office at 676-6000.                                      |                           |                             |
| ZONING                                                 | Zone change request                                                                         | \$1,500.00                |                             |
|                                                        | Planned Development District                                                                | \$2,000.00                |                             |
|                                                        | Planned Development District, amendment                                                     | \$1,000.00                |                             |
|                                                        | Historic Overlay Request                                                                    | \$50.00                   |                             |
|                                                        | Site plan                                                                                   | \$500.00                  |                             |
|                                                        | Minor site plan                                                                             | \$250.00                  |                             |
|                                                        | Zoning determination/verification letter                                                    | \$100.00                  |                             |

**EXHIBIT A**

| <b><u>Fee/Permit</u></b> | <b><u>Item/Cost</u></b>                  | <b><u>Current</u></b> | <b><u>Proposed if Changing</u></b> |
|--------------------------|------------------------------------------|-----------------------|------------------------------------|
|                          | Voluntary annexation                     | \$600.00              |                                    |
|                          | Landmarks Commission application         | \$50.00               |                                    |
|                          | Appeal to City Council                   | \$250.00              |                                    |
|                          | Airport zoning development permit        | No charge             |                                    |
|                          | Sidewalk waiver or deviation (site plan) | \$250.00              |                                    |
|                          | Misc. Zoning-related application         | \$100.00              |                                    |
| <b><u>ZOO</u></b>        | Admission:                               |                       |                                    |
|                          | Adults (ages 13 - 59)                    | \$10.00               |                                    |
|                          | Seniors (age 60+)                        | \$9.00                |                                    |
|                          | Military                                 | \$9.00                |                                    |
|                          | Children (ages 3 - 12)                   | \$7.00                |                                    |
|                          | Children under 3                         | Free                  |                                    |
|                          | Group Rates: (groups of 10 or more)      |                       |                                    |
|                          | Children (ages 3 - 12)                   | \$6.50                |                                    |
|                          | Adults (ages 13 - 59)                    | \$8.00                |                                    |
|                          | Seniors (ages 60+)                       | \$7.50                |                                    |





**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO: Honorable Mayor and City Council Members**

**FROM: Stanley Smith, City Attorney**

**SUBJECT: 32. 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:**

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**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. 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
4. 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
5. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
6. 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
7. 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
8. 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
9. Cockrell Investment Partners, L.P. v. Middle Pecos Groundwater Conservation District, et al.; Cause No. P827783CV, in the 83rd Judicial District Court, Pecos County, Texas; filed September 11, 2020
10. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
11. Samuel Hightower v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed

December 28, 2021

12. Zach Williams v. City of Abilene, Appeal of Temporary Suspension to Hearing Examiner, filed December 28, 2021

13. Allstate Fire and Casualty Insurance Company as Subrogee of Del Davis v. City of Abilene; Case No. SC22-11166J11, In the Justice Court, Precinct 1, Place 1, Taylor County, Texas, filed March 30, 2022

**B. 551.072 (Deliberations about Real Property)**

**C. 551.073 (Deliberations about Gifts and Donations)**

**D. 551.074 (Personnel Matters)**

1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards and Commissions may be discussed, as needed for (re)appointment

**E. 551.076 (Deliberations about Security Devices)**

**F.551.087 (Business Prospect/Economic Development)**

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

None



**City Council  
Agenda Memo**

**City Council Meeting Date: 7/28/2022**

**TO:** Honorable Mayor and City Council Members

**FROM:** Robert Hanna, City Manager

**SUBJECT:** 33. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Possible Action on a Request for Extended Line of Duty Illness or Injury Leave of Absence Made By Police Officer (Marcus Dudley)

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**GENERAL INFORMATION**

Information will be provided during the meeting.

**SPECIAL CONSIDERATIONS**

**FUNDING/FISCAL IMPACT**

**STAFF RECOMMENDATION**

**BOARD OR COMMISSION RECOMMENDATION**

**ATTACHMENTS:**

1. Extended Line of Duty

# Request for Extended Line of Duty Illness or Injury Leave of Absence Made by Police Officer



# QUESTIONS?

