



City of Abilene City Council Agenda

Shane Price, Mayor Pro-tem
Lynn Beard, Deputy Mayor Pro-tem
Blaise Regan, Council Member
Robert Hanna, City Manager

Weldon Hurt, Mayor

Brian Yates, 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 June 22, 2023, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Mayor Pro-tem Shane Price

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

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.

2. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 8, 2023 **(Shawna Atkinson)**
3. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of Six (6) 4WD Police Packaged Chevrolet Tahoes from Caldwell Country Chevrolet through BuyBoard Co-operative #601-19 **(Don Green)**
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Contract Amendment with Tyler Technologies, Inc. **(Michael Rice)**
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Award of Bid No. CB2349 - Sale of land at 1909 W. Stamford **(Max Johnson)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Change Order #1 with Bontke Brothers Construction Co., Inc. for Water Department Street and Miscellaneous Repair Work 2022-2023 **(Max Johnson)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bid #CB-2351 South 27th St./Southwest Dr. Improvements (Barrow St. to Danville Dr.) to Bontke Brothers Construction Co., Inc. **(Max Johnson)**
8. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on amending Chapter 3, "Subdivision Regulations," Article 2, "Subdivision Standards," Division 11. "Stormwater Management Requirements," of the Abilene Land Development Code, by amending certain sections as set out below. **(Max Johnson)**
9. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Approving the Financing Plan for TIRZ District #3 **(Tim Littlejohn)**
10. **Ordinance (First Reading) CUP-2023-03:** Receive a Report, Hold a Discussion and Take Action on a Request from Waco Parkdale, LP to Apply a Conditional Use Permit to Approximately 9.82 Acres to Allow for a Trade School Within General Retail (GR) Zoning. Located at 3301 South 14th Street, #35A **(Tim Littlejohn)**
11. **Ordinance (First Reading) CUP-2023-04:** Receive a Report, Hold a Discussion and Take Action on A Request From Marla Pollitt – Clearview RV, LLC to Apply a Conditional Use Permit to Approximately 11.16 Acres on a Site Zoned Agricultural Open (AO) and PDD-42 to Allow an RV Park Within the Portion of the Lot Zoned Agricultural Open. Located at 4051 W. Lake Road **(Tim Littlejohn)**
12. **Ordinance (First Reading) Z-2023-15:** Receive a Report, Hold a Discussion and Take Action on a Request from IWS2 Investments, LLC to Change the Zoning of Approximately 1.26 Acres from Residential Single Family-6 (RS-6) to Multi-Family Residential (MF) Located on the 900 Block of Minda Street **(Tim Littlejohn)**
13. **Ordinance (First Reading) Z-2023-17:** Receive a Report, Hold a Discussion and Take Action on a Request from Mike and Buffi Awtry to Change the Zoning of Approximately 0.08 Acres from Agricultural Open (AO) to Heavy Commercial (HC). Located at 2401 E. Stamford Street **(Tim Littlejohn)**
14. **Ordinance (First Reading) Z-2023-19:** Receive a Report, Hold a Discussion and Take Action on a Request from Antonio and Elizabeth Gonzales to Change the Zoning of Approximately 0.82 Acres from Agricultural Open (AO) To Mobile Home (MH). Located at 350 Comanche Trail **(Tim Littlejohn)**
15. **Ordinance (First Reading) Z-2023-20:** Receive a Report, Hold a Discussion and Take Action on a Request from the City Of Abilene on Behalf of Petra Ortiz to Change the Zoning of Approximately 0.32 Acres from Heavy Commercial (HC) to Residential Single-Family (RS-6). Located at 1317 Mesquite Street **(Tim Littlejohn)**
16. **Ordinance (First Reading) TC-2023-03:** Receive a Report, Hold a Discussion and Take Action

on a Request from IWS2 Investments, LLC to Abandon the Unimproved Manilla Street Located Between Hailey Street and Minda Street, Abilene, Taylor County, Texas. (Tim Littlejohn)

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

17. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Ordinance Adding Chapter 27, "Solid Waste," Article VI., "Recyclable Material," which creates a Permitting Process for Private Haulers of Recyclable Materials (Max Johnson)
18. **Discussion:** Hold a Discussion and Public Hearing on the Sanctuary City for the Unborn Ordinance to better understand the impact of the ordinance. In posting this agenda heading, the City is categorically declaring that there is not an interest on the part of the City Council to repeal the Ordinance, but rather to understand if elements of the Ordinance need to be clarified or amended to address unintended consequences.

EXECUTIVE SESSION

19. **The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:**

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
3. 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
4. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
5. 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
6. 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
7. 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
8. 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
9. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
10. Little, et al. v. Llano County Lawsuit
11. Sanctuary City for the Unborn Ordinance
12. Texas Regulatory Consistency Act
13. Library Collection Policy and House Bill 900

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Recycling & Retention Center on Southwest Drive

RECONVENE

ADJOURNMENT

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

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 16th day of June, 2023, at 2:35 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 6/22/2023

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 8, 2023
(*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on June 8, 2023

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 06-08-2023 Minutes - Regular - Morning

CITY COUNCIL MEETING

June 8, 2023 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 June 8, 2023, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Shane Price, Deputy Mayor Pro-tem Lynn Beard, and Councilmembers Blaise Regan, Brian Yates, Kyle McAlister, and Travis Craver. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson

Deputy Mayor Pro-tem Lynn Beard delivered the invocation.

Ryan Hale, 4th grader at Wylie West Elementary, 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:
 - Jess Madison – Fire Department – 35 Years
 - Brian Cokonougher – Police Department – 30 Years
 - Lowell “Kevin” Easley – Police Department – 30 Years
 - Gerald Moran – Police Department – 30 Years
 - Doug Wrenn – Police Department – 30 Years
 - David Almanzar – Parks & Recreation Department – 20 Years
- Presentations & Proclamations:
 - Elder Abuse Awareness Month – accepted by Adult Protective Services Staff
 - Motorcycle and Scooter Ride to Work Day – accepted by E’Lisa Smentana of the MPO, and TXDOT

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 4-9. Item #7 was pulled for individual consideration.

Item pulled for individual consideration:

- Item #7: Councilmember Yates

PUBLIC COMMENTS

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

- Tammy Fogle – spoke about the parental responsibility policy at the library. Ms. Fogle also spoke about the things she has learned in her research in the last year.
- Londonya Kellen – spoke about a City employee at the recreation centers that she would like fired.
 - Mr. Hanna let Ms. Kellen know that Council doesn’t control employee firings, and she can set up a meeting with his office.

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

CONSENT AGENDA

Deputy Mayor Pro-tem Beard moved to approve the consent agenda consisting of items 4-6 and 8-9. Mayor Pro-tem Price seconded the motion. Motion carried.

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

NAYS (0): None

4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special Workshop Meeting Held on May 19, 2023, and the Regular Meeting Held on May 25, 2023
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. 100-2023]

Board	Term End Date
<i>Board of Adjustment</i>	
Chip Whitlock [New] [Alternate]	November 2024 [unexpired term]
Joy Ellinger [New] [Alternate]	November 2024 [unexpired term]
<i>Parks & Recreation Board</i>	
Robyn Wertheim [Reappointment]	May 2026
Leigh Black [Reappointment]	May 2026
Michael Homer [New]	May 2026
<i>Senior Citizens Advisory Board</i>	
James Webbs [Reappointment]	May 2025
Cherry Branch [New]	May 2024 [unexpired term]
<i>Visual Arts Jury</i>	
Grayson Allred	May 2026

6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Change Order No. 3 to the Contract for Lake Fort Phantom Hill Pump Station Improvements
[ASSIGNED RESOLUTION NO. 101-2023]
8. Resolution: Receive a Report, Hold a Discussion, and Take Action Approving a Contract with Kimley Horn and Associates for Engineering Services for S. 27th St. and Southwest Dr. Traffic Signal Modifications and Signal Timing Optimization
[ASSIGNED RESOLUTION NO. 103-2023]
9. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Approving an Ordinance Adding Chapter 27, "Solid Waste," Article VI., "Recyclable Material," which creates a Permitting Process for Private Haulers of Recyclable Materials

ITEM PULLED FOR INDIVIDUAL CONSIDERATION

7. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter into a Hotel Occupancy Tax Management and Use Agreement Pursuant to 351.101(c) of the Texas Tax Code with the Expo Center of Taylor County, Texas
[ASSIGNED RESOLUTION NO. 102-2023]

Robert Hanna, City Manager, presented the item. Adoption of the item would approve the Hotel Occupancy Tax Management and Use Agreement with the Taylor County Expo Center.

Having pulled the item Councilmember Yates wanted clarification on what it is so that the public could better understand the agreement.

Council and staff discussed the agreement in detail, including the background on how this came about, other possible options, and how best to distribute the hotel occupancy tax funds.

Mayor Hurt opened the public hearing. The following addressed the council:

- Rochelle Johnson, General Manager of the Expo Center – wanted to clarify that the Expo Center receives \$30,000 a year from the Abilene Convention and Visitors Bureau, which is allocated for marketing and is used to incentivize events to come to Abilene.
- Taylor County Judge Phil Crowley – wanted to thank Robert Hanna for putting this proposal together. He stated it is rare where everyone can win and this situation does that, so he is in support of this agreement.

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

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

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

NAYS (0): None

REGULAR AGENDA

10. Ordinance (Final Reading) HOZ-2023-01: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request From Third And Pine, LP To Apply Historic Overlay Zoning To Approximately .16 Acres Zoned Central Business (CB) Located at 302 Pine Street
[ASSIGNED ORDINANCE NO. 28-2023]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would apply historic overlay zoning to the above referenced property, which is currently the Conley & Company building.

Mayor Hurt 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 Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver

NAYS (0): None

11. Ordinance (Final Reading) Z-2023-07: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request From Coffee Momma LLC To Change Zoning From PDD-128 To General Retail, Located at 701 S. Judge Ely Blvd
[ASSIGNED ORDINANCE NO. 29-2023]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from PDD-128 to General Retail (GR).

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

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

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

NAYS (0): None

12. Ordinance (Final Reading) Z-2023-11: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Bridgestone Bandag, LLC To Change Zoning From Light Industrial To Heavy Industrial, located at 4962 FM 18
[ASSIGNED ORDINANCE NO. 30-2023]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced location from Light Industrial (LI) to Heavy Industrial (HI).

Mayor Hurt opened the public hearing. The following addressed the council:

- Sam Chase, attorney representing Bridgestone Bandag – stated Bridgestone has decided to expand, which is a goal for all businesses in Abilene. Mr. Chase asked for the council’s support on this item.

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

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

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

NAYS (0): None

13. Ordinance (Final Reading) Z-2023-11: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request From Dennis Ray Dunnam II And Mollie Victoria Dunnam To Change Zoning From Agricultural Open (AO) And General Commercial (GC) To General Commercial, located at 411 ES 11th Street
[ASSIGNED ORDINANCE NO. 31-2023]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would rezone the above referenced property from Agricultural Open (AO) and General Commercial (GC) to all General Commercial (GC).

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

Councilmember Regan moved to approve the item as presented. Councilmember Yates seconded the motion; motion carried.

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

NAYS (0): None

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 10:04 a.m., pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

- 16. B. 551.071 (Consultation with Attorney)
 - 1. City of Abilene, Texas v. Ken Paxton, Attorney General of Texas, Cause No D1GN20004598
- 16. D. 551.076 (Personnel Matters)
 - 1. City Manager

The Executive Session ended at 10:28 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:28 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 6/22/2023

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 3. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Six (6) 4WD Police Packaged Chevrolet Tahoes from Caldwell Country Chevrolet through BuyBoard Co-operative #601-19 (*Don Green*)

GENERAL INFORMATION

Fleet Services seeks the approval to purchase six (6) 2023 Chevrolet Police Package Tahoes to replace six existing units that have met the end of their useful lives for the Police Department through BuyBoard Contract #601-19 from Caldwell Country Chevrolet.

SPECIAL CONSIDERATIONS

Texas law allows a municipality to purchase goods through a state or local cooperative purchasing program. Buyboard is such a program, and the purchase meets the competitive bidding requirements.

FUNDING/FISCAL IMPACT

Funds for the purchase are to be provided by the Fleet Replacement Fund and total \$276,472.00. The funds for this purchase were planned and included in the FY23 Budget, and from prior fiscal years when manufacturer supplies for budgeted purchases were not available. This is \$34,472.00 over budget.

STAFF RECOMMENDATION

Fleet staff recommends the purchase of six (6) 2023 Chevrolet Police Package Tahoes for the Police Department from Caldwell Country Chevrolet.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. FY23 CO-OP PPV Resolution
2. FY23 CO-OP PPV Budget vs Actual
3. FY23 CO-OP PPV Pricing Worksheet
4. FY23 CO-OP PPV Addtl Info
5. FY23 CO-OP PPV Presentation

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS TO PURCHASE SIX POLICE SPORT UTILITY VEHICLE CLASS PATROL VEHICLES FROM CALDWELL COUNTRY CHEVROLET THROUGH BUYBOARD COOPERATIVE CONTRACT 601-19

WHEREAS, City of Abilene has a need for six replacement Police Sport Utility Vehicle class Patrol Vehicles; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2023, and prior years; and

WHEREAS, City of Abilene received pricing for six 2023 Model Police Tahoes through BuyBoard Co-Op Contract 601-19; and

WHEREAS, Caldwell Country Chevrolet is the BuyBoard approved vendor for police Tahoes.

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

PART 1: That the City Council approves this purchase from Caldwell Country Chevrolet of Caldwell, Texas in the amount of Two Hundred Seventy Six Thousand Four Hundred and Seventy Two Dollars (\$276,472) for six Police Patrol Tahoes through BuyBoard Co-Op Contract 601-19.

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

ADOPTED this 22nd day June, 2023

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

BUDGET vs ACTUAL COSTS**Police Pursuit Vehicle Tahoes**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
4533	5015	Police Patrol	Tahoe PPV	\$39,000.00	\$46,078.66	\$7,078.66	Excludes upfitting costs.
4559	5015	Police Patrol	Tahoe PPV	\$39,000.00	\$46,078.66	\$7,078.66	Excludes upfitting costs.
4573	5015	Police Patrol	Tahoe PPV	\$41,000.00	\$46,078.66	\$5,078.66	Excludes upfitting costs.
4575	5015	Police Patrol	Tahoe PPV	\$41,000.00	\$46,078.66	\$5,078.66	Excludes upfitting costs.
TBD	5015	Police Patrol	Tahoe PPV	\$41,000.00	\$46,078.66	\$5,078.66	Excludes upfitting costs.
TBD	5015	Police Patrol	Tahoe PPV	\$41,000.00	\$46,078.66	\$5,078.66	Excludes upfitting costs.
				\$242,000.00	\$276,471.96	\$34,471.96	Over Budget

CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD 601-19

End User: CITY OF ABILENE

Caldwell Rep: BEN LAUREANO QUOTE# BL23312

Contact: CASSANDRA LAMBERT

Phone: 979-567-6155

Phone/email:

Date: Wednesday, June 14, 2023

Product Description: CHEVROLET TAHOE POLICE

email: ben@caldwellcountry.com

A. Bid Series: 31

A. Base Price: \$ 42,575.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CK10706	2023 CHEVROLET TAHOE POLICE VEHICLE 4X4	\$ 2,945.00		ALTERNATOR, 220 AMPS	INCL
				DUAL BATTERIES	INCL
VK3	FRONT LICENSE PLATE BRACKET	INCL		AM/FM/BLEETOOTH	INCL
9C1	POLICE PACKAGE	INCL		TRAILERING HITCH PLATFORM	INCL
HIT	JET BLACK INTERIOR	INCL		REAR VISION CAMERA	INCL
C6G	GVWR, 7,600 LBS	INCL		POWER WINDOW/LOCK	INCL
GU5	REAR AXLE 3.23 RATIO	INCL		REMOTE KEYLESS ENTRY	INCL
L84	ENGINE, 5.3L V8	INCL		SKID PLATE, FRONT	INCL
MHU	TRANS, 10-SPEED AUTO	INCL		WHEELS, 20" STEEL	INCL
UDA	ONSTAR DELETE	INCL		RUNNING BOARDS	INCL
6J7	FLASHER SYSTEM			DEEP TINT GLASS	INCL
Total of B. Published Options:					\$ 2,945.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

Disclaimer	Unpublished Options	Bid Price
PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED	GBA-BLACK / X6-CK10706 - OLD PO# 37489	COLOR / DELIVERY
Total of C. Unpublished Options:		

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

\$ -

E. UPFITTERS:

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

H. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

I. Contract Price Adjustment:

\$ -

J. Additional Delivery Charge: 246 miles

\$ 492.00

K. Subtotal:

\$ 46,012.00

L. Quantity Ordered 6 x K =

\$ 276,072.00

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER

\$ 400.00

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE (PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE)

\$ 276,472.00

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Police Pursuit Vehicle Tahoes

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
4533	Police Patrol	2015	Chevrolet	Tahoe PPV	129,918	15,907	\$ 19,509.96	TBD	3 of 4	Met 3 of the 4 replacement criteria
4559	Police Patrol	2016	Chevrolet	Tahoe PPV	129,067	14,217	\$ 20,235.07	TBD	3 of 4	Met 3 of the 4 replacement criteria
4573	Police Patrol	2016	Chevrolet	Tahoe PPV	113,035	12,833	\$ 22,335.26	TBD	3 of 4	Met 3 of the 4 replacement criteria
4575	Police Patrol	2016	Chevrolet	Tahoe PPV	112,748	16,791	\$ 24,187.65	TBD	3 of 4	Met 3 of the 4 replacement criteria
TBD	Police Patrol		Chevrolet	Tahoe PPV				TBD	TBD	TBD
TBD	Police Patrol		Chevrolet	Tahoe PPV				TBD	TBD	TBD

City Council Meeting

6/22/2023





Six Police Patrol SUVs

- Purchase for Six Police Patrol SUVs assigned to Police Department to replace existing units.
- BuyBoard Cooperative purchase to coordinate the build and delivery process through BuyBoard Contract # 601-19.
- Units to be 2023 Chevrolet PPV Tahoes.





Six Police Patrol SUVs





**City Council
Agenda Memo**

City Council Meeting Date: 6/22/2023

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Contract Amendment with Tyler Technologies, Inc. (*Michael Rice*)

GENERAL INFORMATION

The Abilene City Council approved a contract with Tyler Technologies, Inc. on July 14, 2022. This contract provides for the implementation of a new financial system and the integration of a new Utility Billing System. The "Go Live" date for the Financial system is Oct. 1, 2023, and the "Go Live" date for the Utility Billing system is April 1, 2024.

The Go Live date of Oct. 1, 2023 for the new financial system, and the Go Live date of April 1, 2024 for the Utility Billing system are both on schedule. However, the contractor and the staff have identified necessary changes to the existing contract to facilitate a successful implementation. The attached Contract Amendment allows for the removal of contract provisions that have been identified as unnecessary, and the addition of new equipment and services that are critical for implementation success.

New provisions within the Contract Amendment include Smart Meter Access Software and Migration, Standardized Enterprise ERP Payment fees across all City Departments, and Third-Party Hardware, Software, and Services.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Item 1 identifies the tasks that are removed from the current contract, and the cost savings for this action is \$37,900.

Item 2 identifies the additional tasks and services required for a successful implementation. The one-time fees for these additions equal \$56,409 and the recurring annual fees associated with this Contract Amendment are \$52,680.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution - MUNIS Contract Amendment.2023.06.22
2. Contract Amendment.2023.06.22
3. Contract Unsigned
4. Presentation-2023.06.22

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT
WITH TYLER TECHNOLOGIES, INC FOR THEIR MUNIS PRODUCTS
IMPLEMENTATION**

WHEREAS, The City Council approved a contract with Tyler Technologies, Inc. for the implementation of a single Enterprise Resource Planning (ERP) solution on July 14, 2022; and

WHEREAS, the proposed contract amendment will support implementation of a new financial system along with a new utility billing system with a single payment processor across city operations; and

WHEREAS, the contract amendment will remove unused conversions resulting in original contract cost savings of \$37,900 and will add additional services, software and hardware resulting in additional one-time costs of \$56,409 and annual fees of \$52,680.

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

Part 1: The City Council authorizes the City Manager to sign a contract amendment with Tyler Technologies, Inc.

Part 2: That this Resolution takes effect immediately upon its adoption.

ADOPTED this 22nd day of June, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and the City of Abilene, Texas ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated July 15, 2022 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following unused conversions are hereby removed from the Agreement:
 - a. AC – Actuals up to 3 years, at a contract price of \$3,500;
 - b. AC – Budgets up to 3 years, at a contract price of \$3,500;
 - c. AC Standard COA, at a contract price of \$4,000;
 - d. AP – Checks up to 5 years, at a contract price of \$5,400;
 - e. AP – Invoice up to 5 years, at a contract price of \$7,000;
 - f. Contracts, at a contract price of \$6,500;
 - g. IN – Commodity Codes, at a contract price of \$3,000; and
 - h. IN Std Master, at a contract price of \$5,000.
2. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$50,700, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.
 - b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
 - c. Fees for data conversion services shall be invoiced as follows: (i) 50% upon initial delivery of converted data, by conversion option, and (ii) 50% upon Client acceptance to load converted data into live environment, by conversion option.
 - d. Client's use of Tyler Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this amendment, you agree you have read, understand, and



agree to such terms.

- e. Third Party Hardware Fees: Fees for Hardware are due on delivery of the respective Hardware.
 - f. Third Party Hardware Maintenance: The first year's maintenance fees for the Third Party Hardware are invoiced when shipment takes place commencing as follows: (a) if delivery occurs between the first day and fourteenth day of the month, maintenance shall commence on the first day of that month; or (b) if delivery occurs between the fifteenth day and the last day of the month, maintenance shall commence on the first day of the following month. Subsequent maintenance fees for the Third Party Hardware are invoiced annually in advance of each anniversary thereof.
3. Any provision(s) to indemnify, defend or hold harmless in the Agreement, and/or in any incorporated agreement made a part of the Agreement, shall be only to the fullest extent allowed by law.
 4. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into any 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.
 5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
 6. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Abilene, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Amendment Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Sales quotation inserted on the following pages.

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Quoted By: David Carl
 Quote Expiration: 10/22/23
 Quote Name: City of Abilene-EERP-Tyler
 Payments, GB Conversion,
 Services Combined
 Quote Description: Enterprise ERP Payments EERP
 Software and Services Combined
 Quote v3 051123
 SaaS Term 1.00

Sales Quotation For:

City of Abilene
 555 Walnut St
 Abilene TX 79604-0060
 Phone: +1 (325) 676-6405

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Additional			
EERP Smart Meter Access Software - (See Notes)	1	0	\$ 25,500.00
Notify includes 200,000 Msgs and 6,650 Mins per year	1	16	\$ 28,000.00
Sub-Total:			\$ 53,500.00
<i>Less Discount:</i>			<i>\$ 2,800.00</i>
TOTAL		16	\$ 50,700.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation Services Remote	144	\$ 200.00	\$ 0.00	\$ 28,800.00	\$ 0.00
Self-Service Installation Fee - Tyler Hosted (Existing Clients)	1	\$ 3,000.00	\$ 0.00	\$ 3,000.00	\$ 0.00

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Smart Meter Access Migration Services	40	\$ 200.00	\$ 0.00	\$ 8,000.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 8,800.00	\$ 0.00
Remote Implementation	16	\$ 200.00	\$ 0.00	\$ 3,200.00	\$ 0.00
TOTAL				\$ 51,800.00	\$ 0.00

Payments

	Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Service Fees										
Enterprise ERP										
Enterprise ERP Payments	Public Works		3.25%	\$ 2.50					X	
Enterprise ERP Payments	Water		3.25%	\$ 2.50					X	
Enterprise ERP Payments	Health		3.25%	\$ 2.50					X	
Enterprise ERP Payments	Police		3.25%	\$ 2.50					X	
Enterprise ERP Payments	Finance		3.25%	\$ 2.50					X	
Enterprise ERP Payments	Utility Billing		3.25%	\$ 2.50				X	X	X
Payments - Other Fees										
Enterprise ERP										
Client eCheck Cost		\$ 0.95								
eCheck Rejects		\$ 5.00								
Credit Card Chargebacks		\$ 15.00								

Payer Card Cost - per card transaction with Visa, MasterCard, Discover, and American Express.

IVR Cost - Additional \$0.50 per transaction on top of Card and eCheck fee passed to the payer or absorbed.

Client eCheck Cost - Per electronic check transaction.

eCheck Reject - When an eCheck transaction comes back as declined (e.g. bounced check)

Credit Card Chargebacks – If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Payments Lane 3000 Annual Terminal Purchase	11	\$ 419.00	\$ 0.00	\$ 4,609.00	\$ 0.00	\$ 0.00	\$ 0.00
Payments PCI Service Fee (Per Device)	11	\$ 0.00	\$ 0.00	\$ 0.00	\$ 180.00	\$ 0.00	\$ 1,980.00
TOTAL				\$ 4,609.00			\$ 1,980.00

Summary**One Time Fees****Recurring Fees**

Total Tyler License Fees

\$ 0.00

\$ 0.00

Total SaaS

\$ 0.00

\$ 50,700.00

Total Tyler Services

\$ 51,800.00

\$ 0.00

Total Third-Party Hardware, Software, Services

\$ 4,609.00

\$ 1,980.00

Summary Total**\$ 56,409.00****\$ 52,680.00****Contract Total****\$ 109,089.00**

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

*All Primary values quoted in US Dollars***Detailed Breakdown of Conversions (Included in Summary Total)**

Description	Qty	Unit Price	Unit Discount	Extended Price
General Billing				
GB - Bills up to 5 years	1	\$ 6,000.00	\$ 0.00	\$ 6,000.00
GB Std CID	1	\$ 2,800.00	\$ 0.00	\$ 2,800.00
TOTAL				\$ 8,800.00

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Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Assets Mobile	1	16	\$ 4,058.00
Inventory Mobile	1	16	\$ 4,058.00
Additional			
Notify Additional Block of 12,000 Messages Per Year	1	0	\$ 300.00
Notify Additional Block of 5,000 Minutes Per Year	1	0	\$ 300.00
TOTAL:		32	\$ 8,716.00

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Remote Implementation	32	\$ 200.00	\$ 0.00	\$ 6,400.00	\$ 0.00
TOTAL				\$ 6,400.00	\$ 0.00

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Barcode Printer Kit	1	\$ 1,445.00	\$ 0.00	\$ 1,445.00	\$ 145.00	\$ 0.00	\$ 145.00
Barcode Scanner - NX6 Rugged Mobile Scanning Device	1	\$ 1,695.00	\$ 0.00	\$ 1,695.00	\$ 170.00	\$ 0.00	\$ 170.00
TOTAL				\$ 3,140.00			\$ 315.00

Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Additional			
EERP Smart Meter Access Software - (See Notes)	\$ 25,500.00	\$ 0.00	\$ 25,500.00
Notify includes 200,000 Msgs and 6,650 Mins per year	\$ 28,000.00	\$ 2,800.00	\$ 25,200.00
TOTAL	\$ 53,500.00	\$ 2,800.00	\$ 50,700.00

Comments

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

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual

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service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Tyler Notify SaaS services will renew automatically for additional one (1) year terms at our then-current fee unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. Unused minutes and texts expire at the end of each annual term.

All hardware related to Assets Mobile and Inventory Mobile will be under a standard maintenance plan which starts when they are shipped. This includes replacement of your current hardware if it cannot be fixed through the standard helpdesk process.

Smart Meter Access Software - Tyler is providing migration pricing and is honoring the fee presently being paid for the smart meter software as part of its "Evergreen" philosophy. The new Enterprise ERP Smart Meter Software will be installed. Services for this product will need to be paid by the city.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of Abilene, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains EnerGov labeled software, defined users mean the maximum number of named users that are authorized to use the EnerGov labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.



- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software,

as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a

summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we

are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and

security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-

current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO**

YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are

reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Socrata Solution Terms. Your use of certain Tyler solutions includes Tyler's Socrata data platform. Your rights, and the rights of any of your end users, to use Tyler's Socrata data platform is subject to the Socrata SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms
	Schedule 1: Hyperlinked Terms
	Schedule 2: DocOrigin Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Abilene, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Abilene, Texas
PO Box 60
Abilene, TX 79604-0060
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: David Carll
Quote Expiration: 06/07/22
Quote Name: City of Abilene-ERP-Munis
Quote Description: City of Abilene Tyler ERP Quote
v7 Fin, UB, 7030 051222 5 Saas
Sourcewell #090320-TTI
Saas Term 1.00

Sales Quotation For:

City of Abilene
PO Box 60
Abilene TX 79604-0060
Phone: +1 (325) 676-6405

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	256	\$ 96,281.00
Accounts Payable	1	72	\$ 26,134.00
Bid Management	1	56	\$ 11,185.00
BMI Asset Track Interface	1	40	\$ 2,059.00
BMI CollectIT Interface	1	40	\$ 2,059.00
Budgeting	1	96	\$ 26,134.00
Capital Assets	1	112	\$ 23,861.00
Cash Management	1	72	\$ 17,221.00
Contract Management	1	56	\$ 10,634.00
Inventory	1	112	\$ 23,861.00
Project & Grant Accounting	1	88	\$ 14,914.00
Purchasing	1	256	\$ 41,828.00
Vendor Access	1	128	\$ 16,200.00
Human Resources Management			

Employee Expense Reimbursement	1	72	\$ 8,948.00
Revenue Management			
Accounts Receivable	1	168	\$ 20,772.00
Cashiering	1	72	\$ 27,341.00
General Billing	1	96	\$ 10,652.00
Utility Billing CIS including Graphing Agent	1	680	\$ 19,919.00
Utility Billing Meter Interface	1	156	\$ 4,839.00
Civic Services			
GIS Site License	1	16	\$ 15,797.00
Resident Access	1	224	\$ 21,000.00
Content Management			
Content Manager Auto Indexing and Redaction (Core)	1	36	\$ 1,775.00
Content Manager Core	1	148	\$ 26,631.00
Data Insights			
Capital Projects Explorer	1	0	\$ 7,200.00
Enterprise Analytics and Reporting w Executive Insights	1	128	\$ 36,149.00
Open Finance	1	0	\$ 25,000.00
Additional			
Enterprise Forms Processing (including Common Form Set)	1	0	\$ 9,148.00
Subscription Fees			
ACFR Statement Builder	1	72	\$ 12,429.00
TOTAL		3252	\$ 559,971.00

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
50% of Dedicated Project Manager (Monthly)	24	\$ 14,800.00	\$ 355,200.00	\$ 0.00
Enterprise Forms Library - Utility Billing	1	\$ 5,500.00	\$ 5,500.00	\$ 0.00
Executive Insights Implementation	1	\$ 10,500.00	\$ 10,500.00	\$ 0.00

Install Fee - Capital Projects Explorer	1	\$ 4,200.00	\$ 4,200.00	\$ 0.00
Install Fee - Open Finance	1	\$ 7,000.00	\$ 7,000.00	\$ 0.00
Conversions – See Detailed Breakdown Below			\$ 118,600.00	\$ 0.00
Onsite Implementation	844	\$ 225.00	\$ 189,900.00	\$ 0.00
Remote Implementation	2408	\$ 200.00	\$ 481,600.00	\$ 0.00
TOTAL			\$ 1,172,500.00	\$ 0.00

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit		Unit Price	Unit		Total
			Discount	Total Price		Maint/SaaS	Discount	Maint/SaaS
BMI AssetTrak Additional Data Terminal (PA692)	1	\$ 2,295.00	\$ 0.00	\$ 2,295.00	\$ 0.00	\$ 0.00		\$ 0.00
BMI AssetTrak ARS Reconciliation Desktop Software	1	\$ 4,195.00	\$ 0.00	\$ 4,195.00	\$ 0.00	\$ 0.00		\$ 0.00
BMI AssetTrak ARS V3 Fixed Asset Mobile Scanning Device Kit - Enterprise ERP/ATARS	1	\$ 2,790.00	\$ 0.00	\$ 2,790.00	\$ 0.00	\$ 0.00		\$ 0.00
BMI Bar Code Printer Kit for CollectIT Inventory	1	\$ 795.00	\$ 0.00	\$ 795.00	\$ 0.00	\$ 0.00		\$ 0.00
BMI CollectIT Additional Barcode Data Terminal (PA692)	1	\$ 3,275.00	\$ 0.00	\$ 3,275.00	\$ 0.00	\$ 0.00		\$ 0.00
BMI CollectIT V2 Inventory Mobile Scanning Device Kit	1	\$ 3,250.00	\$ 0.00	\$ 3,250.00	\$ 0.00	\$ 0.00		\$ 0.00
BMI Desktop Bluetooth Barcode Scanner for Enterprise ERP Inventory Issuing	1	\$ 399.00	\$ 0.00	\$ 399.00	\$ 0.00	\$ 0.00		\$ 0.00
BMI Mobile Scanning Device programmed with TransTrak	1	\$ 2,295.00	\$ 0.00	\$ 2,295.00	\$ 0.00	\$ 0.00		\$ 0.00
BMI TransTrak Additional Barcode Data Terminal (PA692)	1	\$ 2,295.00	\$ 0.00	\$ 2,295.00	\$ 0.00	\$ 0.00		\$ 0.00
BMI Transtrak Fixed Asset Receiving System	1	\$ 3,999.00	\$ 0.00	\$ 3,999.00	\$ 0.00	\$ 0.00		\$ 0.00
Cash Drawer	1	\$ 260.00	\$ 0.00	\$ 260.00	\$ 0.00	\$ 0.00		\$ 0.00
Hand Held Scanner - Model 1950GSR	1	\$ 450.00	\$ 0.00	\$ 450.00	\$ 0.00	\$ 0.00		\$ 0.00
Hand Held Scanner Stand	1	\$ 30.00	\$ 0.00	\$ 30.00	\$ 0.00	\$ 0.00		\$ 0.00
Printer (TM-S9000II)	1	\$ 1,623.00	\$ 0.00	\$ 1,623.00	\$ 0.00	\$ 0.00		\$ 0.00
TOTAL				\$ 27,951.00				\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0.00	\$ 0.00
Total Annual	\$ 0.00	\$ 559,971.00
Total Tyler Services	\$ 1,172,500.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 27,951.00	\$ 0.00
Summary Total	\$ 1,200,451.00	\$ 559,971.00
Contract Total	\$ 1,760,422.00	
Estimated Travel Expenses excl in Contract Total	\$ 47,950.00	

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

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Accounting				
AC - Actuals up to 3 years	1	\$ 3,500.00	\$ 0.00	\$ 3,500.00
AC - Budgets up to 3 years	1	\$ 3,500.00	\$ 0.00	\$ 3,500.00
AC Standard COA	1	\$ 4,000.00	\$ 0.00	\$ 4,000.00
Accounts Payable				
AP - Checks up to 5 years	1	\$ 5,400.00	\$ 0.00	\$ 5,400.00
AP - Invoice up to 5 years	1	\$ 7,000.00	\$ 0.00	\$ 7,000.00
AP Standard Master	1	\$ 3,000.00	\$ 0.00	\$ 3,000.00
Capital Assets				
CA - History	1	\$ 3,500.00	\$ 0.00	\$ 3,500.00

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CA Std Master	1	\$ 5,000.00	\$ 0.00	\$ 5,000.00
Contract Management				
Contracts	1	\$ 6,500.00	\$ 0.00	\$ 6,500.00
Inventory				
IN - Commodity Codes	1	\$ 3,000.00	\$ 0.00	\$ 3,000.00
IN Std Master	1	\$ 5,000.00	\$ 0.00	\$ 5,000.00
Project & Grant Accounting				
PG - Actuals up to 3 years	1	\$ 3,500.00	\$ 0.00	\$ 3,500.00
PG - Budgets up to 3 years	1	\$ 3,500.00	\$ 0.00	\$ 3,500.00
PGA Standard	1	\$ 4,000.00	\$ 0.00	\$ 4,000.00
Purchasing				
Purchase Orders - Standard	1	\$ 4,500.00	\$ 0.00	\$ 4,500.00
Purchasing - Standard	1	\$ 4,500.00	\$ 0.00	\$ 4,500.00
Utility Billing				
Utility Billing - Backflow	1	\$ 4,000.00	\$ 0.00	\$ 4,000.00
Utility Billing - Balance Forward AR	1	\$ 9,100.00	\$ 0.00	\$ 9,100.00
Utility Billing - Budget Billing	1	\$ 5,600.00	\$ 0.00	\$ 5,600.00
Utility Billing - Consumption History up to 5 years	1	\$ 4,500.00	\$ 0.00	\$ 4,500.00
Utility Billing - Flat Inventory/Containers	1	\$ 5,600.00	\$ 0.00	\$ 5,600.00
Utility Billing - Option 2 Assessments	1	\$ 2,500.00	\$ 0.00	\$ 2,500.00
Utility Billing - Service Orders	1	\$ 6,200.00	\$ 0.00	\$ 6,200.00
Utility Billing - Services	1	\$ 5,600.00	\$ 0.00	\$ 5,600.00
Utility Billing - Standard	1	\$ 6,100.00	\$ 0.00	\$ 6,100.00
TOTAL				\$ 118,600.00

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Human Resources Management			
Advanced Scheduling - Up to 1500 Employees	1	296	\$ 30,188.00
Advanced Scheduling Mobile Access	1	0	\$ 2,352.00
Human Resources & Talent Management	1	364	\$ 16,629.00
Payroll with Employee Access	1	596	\$ 21,684.00
Recruiting	1	84	\$ 4,387.00
Risk Management	1	84	\$ 4,894.00
Time & Attendance - Up to 1500 Employees	1	484	\$ 29,962.00
Time & Attendance Mobile Access	1	0	\$ 3,003.00
Civic Services			
Business Management Suite	5	784	\$ 9,185.00
Civic Access - Business Management	1	92	\$ 21,430.00
Civic Access - Community Development	1	92	\$ 21,430.00
Community Development Suite	70	1808	\$ 128,590.00
Decision Engine	1	16	\$ 17,500.00
e-Reviews	1	280	\$ 45,921.00
Enterprise Permitting & Licensing Advanced Automation Bundle w			
Executive Insights	1	92	\$ 7,347.00
Enterprise Permitting & Licensing Core Foundation Bundle	1	56	\$ 3,674.00
Enterprise Service Requests	1	184	\$ 20,205.00
My Civic	1	224	\$ 25,000.00
Report Toolkit	1	0	\$ 3,061.00
Workforce Mobile	15	72	\$ 9,180.00
Enterprise Asset Management			
Asset Maintenance & Performance - Per User	70	1136	\$ 122,150.00
Internal Requests License	1	0	\$ 4,959.00
Data Insights			
Citizen Connect	1	92	\$ 7,000.00
Economic Intelligence	1	0	\$ 22,500.00
Recurring Services			
Managed Detection & Response	1	0	\$ 60,000.00

TOTAL:**6836****\$ 646,731.00****Optional Professional Services**

Description	Quantity	Unit Price	Extended Price	Maintenance
50% PM Services EPL implementation	15	\$ 14,800.00	\$ 222,000.00	\$ 0.00
Business Management Enterprise Forms Library (6 Enterprise Forms)	1	\$ 10,200.00	\$ 10,200.00	\$ 0.00
Community Development Enterprise Forms Library (5 Enterprise Forms)	1	\$ 10,200.00	\$ 10,200.00	\$ 0.00
Enterprise Permitting & Licensing Custom Report Development (3 pack)	1	\$ 9,000.00	\$ 9,000.00	\$ 0.00
Install Fee - Managed Detection & Response	1	\$ 2,000.00	\$ 2,000.00	\$ 0.00
Conversion – See Detailed Breakdown Below			\$ 133,050.00	\$ 0.00
Onsite Implementation	1736	\$ 225.00	\$ 390,600.00	\$ 0.00
Remote Implementation	5100	\$ 200.00	\$ 1,020,000.00	\$ 0.00
TOTAL			\$ 1,797,050.00	\$ 0.00

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
BMI AssetTrak Additional Barcode/RFID Data Terminal (MC3190Z)	1	\$ 3,895.00	\$ 0.00	\$ 3,895.00	\$ 0.00	\$ 0.00	\$ 0.00
BMI AssetTrak FA Bar Code/RFID Scanning System	1	\$ 8,030.00	\$ 0.00	\$ 8,030.00	\$ 0.00	\$ 0.00	\$ 0.00
BMI RFID Asset Tag Reader - AssetTrak ARS	1	\$ 1,295.00	\$ 0.00	\$ 1,295.00	\$ 0.00	\$ 0.00	\$ 0.00
Touchscreen 7: Biometric and Prox Reader	1	\$ 2,695.00	\$ 0.00	\$ 2,695.00	\$ 270.00	\$ 0.00	\$ 270.00
TOTAL				\$ 15,915.00			\$ 270.00

Optional Conversion Details (Prices Reflected Above)

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Description	Quantity	Unit Price	Discount	Total
Contract Mangement				
Content Manager Core - Permits and Code Enforcement - Applications	1	\$ 1,800.00	\$ 0.00	\$ 1,800.00
Content Manager Core - Permits and Code Enforcement - Inspections	1	\$ 1,300.00	\$ 0.00	\$ 1,300.00
Content Manager Core - Permits and Code Enforcement - Violations	1	\$ 1,300.00	\$ 0.00	\$ 1,300.00
Conversions				
Business Management Conversion	1	\$ 15,275.00	\$ 0.00	\$ 15,275.00
Community Development	1	\$ 34,075.00	\$ 0.00	\$ 34,075.00
Enterprise Asset Management				
AM - Closed WO History No Cost Data	1	\$ 8,500.00	\$ 0.00	\$ 8,500.00
AM - WO History With Cost Data	1	\$ 8,500.00	\$ 0.00	\$ 8,500.00
AM - Work Order Asset	1	\$ 10,500.00	\$ 0.00	\$ 10,500.00
Enterprise Service Requests				
Enterprise Service Requests	1	\$ 10,200.00	\$ 0.00	\$ 10,200.00
General Billing				
GB - Bills up to 5 years	1	\$ 6,000.00	\$ 0.00	\$ 6,000.00
GB - Recurring Invoices	1	\$ 5,000.00	\$ 0.00	\$ 5,000.00
GB Std CID	1	\$ 2,800.00	\$ 0.00	\$ 2,800.00
Payroll				
HR Human Resources - Certifications	1	\$ 2,000.00	\$ 0.00	\$ 2,000.00
HR Human Resources - Education	1	\$ 2,000.00	\$ 0.00	\$ 2,000.00
HR Human Resources - PM Action History up to 5 years	1	\$ 2,000.00	\$ 0.00	\$ 2,000.00
HR Human Resources - Position Control	1	\$ 2,000.00	\$ 0.00	\$ 2,000.00
HR Human Resources - Recruiting	1	\$ 2,000.00	\$ 0.00	\$ 2,000.00
PR Payroll - Accrual Balances	1	\$ 2,500.00	\$ 0.00	\$ 2,500.00
PR Payroll - Accumulators up to 5 years	1	\$ 2,000.00	\$ 0.00	\$ 2,000.00
PR Payroll - Check History up to 5 years	1	\$ 2,000.00	\$ 0.00	\$ 2,000.00
PR Payroll - Deductions	1	\$ 2,800.00	\$ 0.00	\$ 2,800.00
PR Payroll - Earning/Deduction Hist up to 5 years	1	\$ 3,500.00	\$ 0.00	\$ 3,500.00

PR Payroll - Standard	1	\$ 3,000.00	\$ 0.00	\$ 3,000.00
PR Payroll - State Retirement Tables	1	\$ 2,000.00	\$ 0.00	\$ 2,000.00
TOTAL				\$ 133,050.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 30% Client and 70% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation RapidIdentity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

EnerGov Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 10 unique business transactions, 10 template business transactions, 5 geo-rules and 5 automation events. Configuration elements beyond this will be owned by the client.

EnerGov Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 15 unique business transactions, 15 template business transactions, 10 geo-rules and 10 automation events. Configuration elements beyond this will be owned by the client.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for products that are not named users are based on 175 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories.

Tyler Sourcewell # 090320-TTI

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

Additional Scanner, MC3190Z, 48 key, SDIO with program settings, Integrated Laser TrakSync PDT Users Licenses.

BMI AssetTrak ARS Reconciliation Desktop Software. Manual Posting FA Updates to Enterprise ERP FA Module. Includes: 1 year phone support & software upgrades, up to 4 hours of remote install/training via GoTo Meeting. Software support and upgrades renewal for AssetTrak ARS \$495.00 will be billed by BMI Systems Group after the first year. NOTE: Requires a BMI Mobile Scanning Device (PART # GBMIPA760ARSKT) and the Enterprise ERP Capital Asset ASCII Interface.

PA760 Rugged Mobile Scanning Device with 2D Imager, Includes: AssetTrak ARS V3 (WiFi/Batch) Capital Asset Software MSD Users License, Enterprise ERP Asset Communicator Desktop Utility, 4G LTE ATT/T-Mobile, WLAN, Bluetooth 5.0, IP 67 Sealed, 6 ft Drop, GPS, Camera,

AssetTrak PPC Software, MC3190Z Portable Data terminal, Integrated RFID reader software upgrades, Up to 4 hours of remote Install/training via GoToMeeting.

BMI Barcode Printer Kit - Includes - GoDEX 700i Thermal Transfer Printer, GoLabel Software with Enterprise ERP Inventory Module Integration, 1 ribbon & 1 roll of 3" by 1" paper labels.

BMI CollectIT V2 Inventory Mobile Scanning Device Kit: PA760 Rugged Mobile Scanning Device with 2D Imager, Includes: CollectIT V2 (Wi-Fi/Batch) Inventory Software MSD Users License, Enterprise ERP Inventory Communicator Desktop Utility, 4G LTE ATT/T-Mobile, WLAN, Bluetooth 5.0, IP 67 Sealed, 6 ft Drop, GPS, Camera, Android 9 OS, Pistol Grip, USB C Cable with power supply, 2.2 GHz Octa-core Processor, 4GB Ram, 64GB Rom with Standard 1 year manufacturer's depot warranty. Includes: 1 year phone support & software upgrades, up to 4 hours of remote install/training via GoTo Meeting. Software support and upgrades renewal for CollectIT Inventory Software Included - \$295.00ea will be billed by BMI Systems Group after the first year. NOTE: Requires the Enterprise ERP Web Services Inventory Module Interface.

BMI Desktop Bluetooth Barcode Scanner - Unitech MS 340 Long Range CCD, Cordless – Used for Desktop Walkup Inventory Issuing.

BMI Mobile Scanning Device programmed with TransTrak - Additional Scanner, PA692 Integrated 1D Laser, Battery, USB com-charging cable w/ps, 26 keypad, TransTrak V6 Mobile Scanning Device License.

3-year/48-hour Repair/Replace and Ship, No Fault Extended Service Contract for PA760 (Includes PA760, Cable and Battery).

BMI RFID Reader for AssetTrak CL-1862 Bluetooth RFID Reader programmed for AssetTrak ARS, 2 batteries, Power supply and 1 year manufacturer's warranty. Note: CL-1862 Interfaces to and requires a PA760 Mobile Scanning Device.

TransTrak Mobile Fixed Asset Receiving Software, PA 692 Rugged Mobile Scanning Device with 1D Laser, WLAN, Bluetooth, Camera, WME 6.5 OS, Cradle, Power supply, 1 GHz Processor, 512 MB Ram, 512 MB Rom, TransTrak Desktop and MSD Software Licenses, Standard 1 year manufacturer's depot warranty. Includes: 1 year phone support & software upgrades, up to 4 hours of remote install/training via GoTo Meeting. Software support and upgrades renewal for TransTrak Mobile and Desktop Software is Included - \$ 249.00 will be billed by BMI Systems Group after the first year.Requires the Enterprise ERP Fixed Asset ASCII Interface.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

For the avoidance of doubt, Managed Detection & Response is a subscription service, not SaaS. Notwithstanding the foregoing language, payment of annual subscription fees for Managed Detection & Response commence on the availability of the service. Managed Detection & Response services will renew automatically for additional one (1) year terms, and subsequent subscription fees are due annually in advance on the anniversary of the availability date at our then-current rates. Pricing is based on client's current network size as defined by their entity size. Any material increases of network size may result in additional fees being assessed for the Managed Detection & Response service upon

renewal. The quoted Managed Detection & Response amount does not include monitoring of student devices nor analysis of student network traffic. Tyler can quote an additional fee for these services.

Utility billing library includes: standard Utility bill, standard assessment, standard UB receipt, standard Lien letter, standard UB delinquent notice, standard door hanger and standard final utility bill.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.

Utility Billing CIS includes the Graphing Agent. Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Business Management Forms Library Includes: 1 Licensing - Business License, 1 Licensing - Business License Renewal, 1 Licensing - Business License Delinquent, 1 Licensing - Profession License, 1 Licensing - Profession License Renewal, 1 Licensing Profession License Delinquent.

Community Development Forms Library Includes: standard Permits - Building, standard Permits - Trade, standard Planning - Certificate, standard Permits - Occupancy/Completion, standard Code - Violation Notice.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Your acquisition of clocks and/or clock maintenance is subject to the following terms: <https://www.tylertech.com/terms/executime-clock-terms>.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must

purchase or upgrade to Content Manager Enterprise Edition.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees.

1.1 SaaS Fees are invoiced as follows:

Year 1:

50% of SaaS Fees on the Effective Date

50% of the Financials Phase SaaS Fees on October 1, 2022, for the period October 1, 2022 - September 30, 2023

50% of the Utility Billing Phase SaaS Fees on January 1, 2023, prorated for the period January 1, 2023 – September 30, 2023

Year 2:

100% of SaaS Fees on October 1, 2023, for the period October 1, 2023 – September 30, 2024

Annually thereafter:

100% of SaaS Fees on October 1, for the period October 1 – September 30

1.2 Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.

2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services



delivered on a time and materials basis.

2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Schedule A and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses.

Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned



Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Third Party Terms

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Exhibit D
Schedule 1
Hyperlinked Terms

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: <https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

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- Electronic Warrants
- Modria
- Odyssey Notifications Add On (text notifications)
- ReadySub
- Tyler Notify
- Tyler Jury Manager
- Tyler Supervision
- Virtual Court



Exhibit D
Schedule 2
DocOrigin Terms

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DocOrigin

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 - B. Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices.
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- 1.5 Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.
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7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

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8. GENERAL PROVISIONS

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- 8.2 **Severability.** If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.
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- 8.4 **Governing Law and Venue if You are located in the USA.** This Agreement shall be governed by the laws of the State of Texas if You are located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the State of Texas shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.5 **Governing Law and Venue if You are not located in the USA.** This Agreement shall be governed by the laws of the Province of Ontario in Canada if You are not located in the USA. No choice of laws rules of any jurisdiction shall apply to this Agreement. You consent and agree that the courts of the Province of Ontario in Canada shall have jurisdiction over any legal action or proceeding brought by You arising out of or relating to this Agreement, and You consent to the jurisdiction of such courts for any such action or proceeding.
- 8.6 **Entire Agreement.** This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website www.docorigin.com.

Last Updated: July 22, 2017



Exhibit E
Statement of Work

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City of Abilene

SOW from Tyler Technologies, Inc.

6/6/2022

Presented to:
City of Abilene
PO Box 60
Abilene, TX 79604

Contact:
David Carll
Email: David.Carll@TylerTech.com
One Tyler Drive, Yarmouth, ME 04096

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City’s complexity and organizational needs.



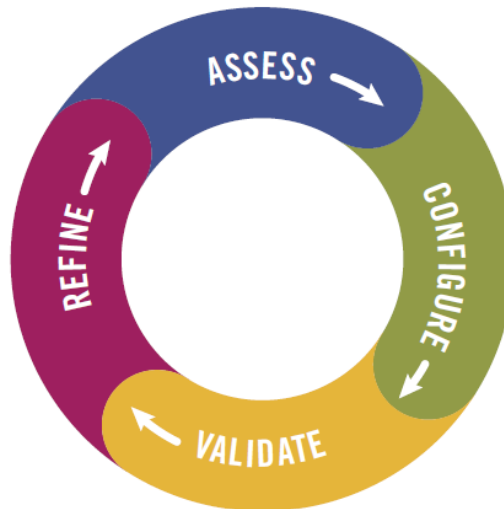
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



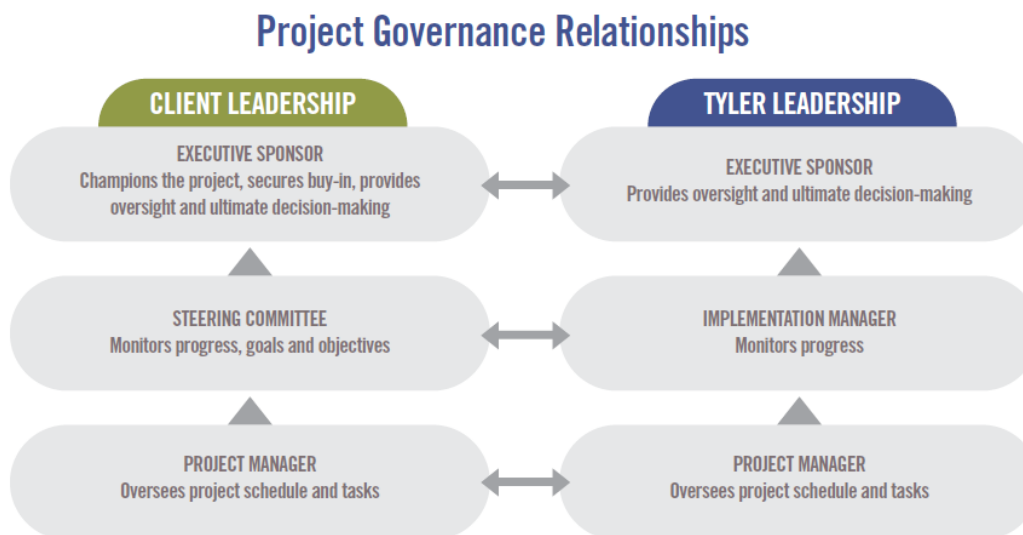
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

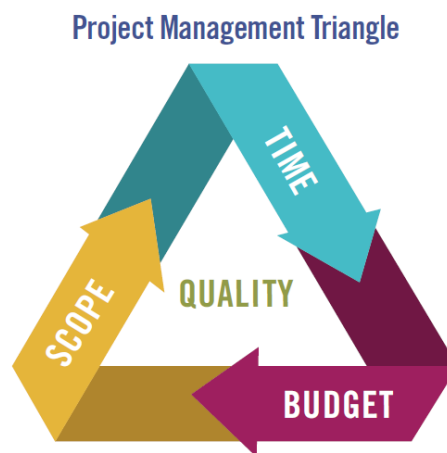
The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of Tyler software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



- Provides technical training.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the City.
- Loads City provided GIS data into the system.

5.1.7 Tyler SaaS Technicians

- Sets up Tyler-hosted servers.
- Provides maintenance of hosted server hardware, operating system, and software upgrades.
- Provides IT-related services for server environment.
- Provides remote technical assistance and tracks issues.
- Provides system management and disaster recovery services within hosting services.
- Performs Tyler software upgrades through coordination with the City.

5.1.8 Tyler Data Experts

- Validates that customer data files are in proper format.
- Develops customized conversion programs, as necessary, to convert Legacy System data into the Tyler database for production use according to defined mapping.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the City with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as the City completes the data review.
- Provides conversion consulting and mapping assistance.

5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering



committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies
 - Needs of other client projects

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.



- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development



- Schedule development
- Maintenance and monitoring of risk register
- Escalation of issues
- Communication with Tyler project team
- Coordination of City resources
- Attendance at scheduled sessions
- Change management activities
- Modification specification, demonstrations, testing and approval assistance
- Data analysis assistance
- Decentralized end user training
- Process testing
- Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.



- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of City GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



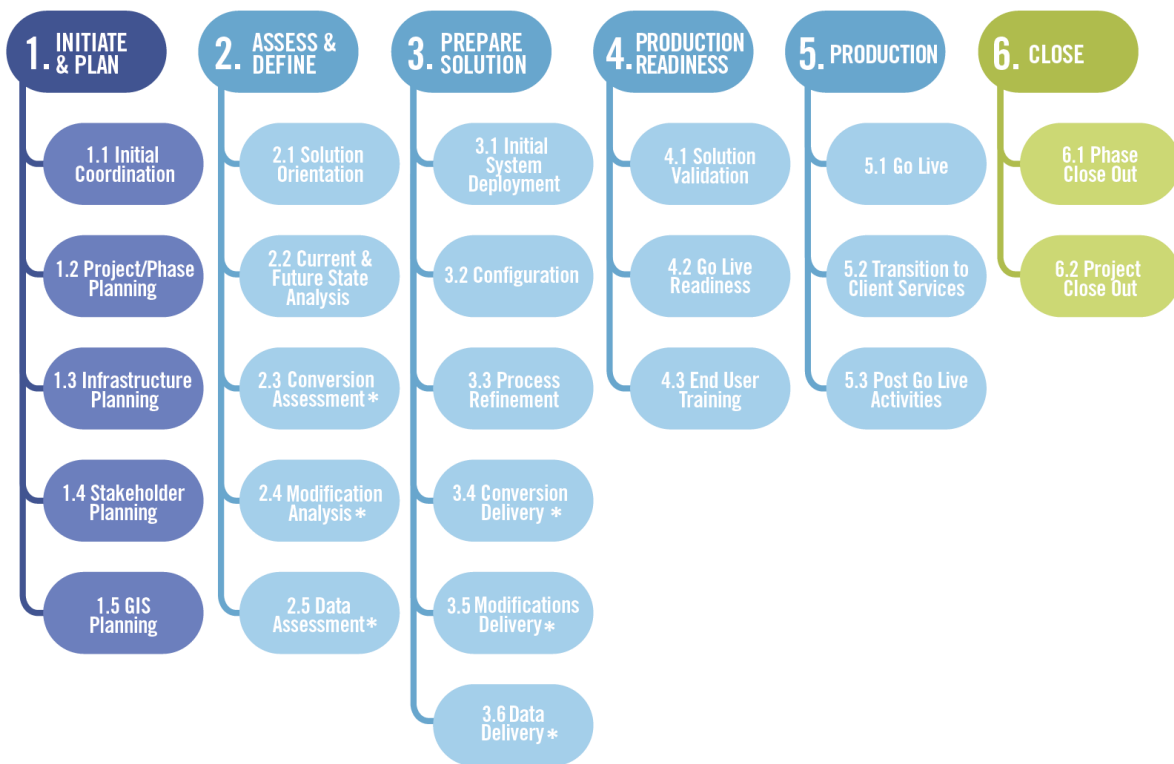
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Develop Project Management Plan		A	R						I			C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C			I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Tyler Software on application server(s) or train the City to install Tyler Software. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City's infrastructure meets Tyler's application requirements.
- Ensure the City's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C



*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Tyler Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I



Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other City offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all City GIS data sources and formats.
- Tyler to understand the City's GIS needs and practices.
- Ensure the City's GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document
--------	---------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.



Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- City is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.



STAGE 2	Solution Orientation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis														
	Tyler								City						



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	City Current State documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.



STAGE 2	Data Conversion Assessment																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.



- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Tyler Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All Tyler software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Tyler Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Tyler Software on City Devices (if applicable)			I				C				A						R



Tyler System Administration Training (if applicable)			A				R										C
--	--	--	---	--	--	--	---	--	--	--	--	--	--	--	--	--	---

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Tyler Software is Installed on the Server(s)	Software is accessible
	Tyler Software is Installed on City Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	System Passes
	Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
			A	R							I	C		C			
	Conduct configuration training																



Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R				C			I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads



Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C				C			A	R		C			C
Update City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City-specific process documentation (completed by City)	

Work package assumptions:

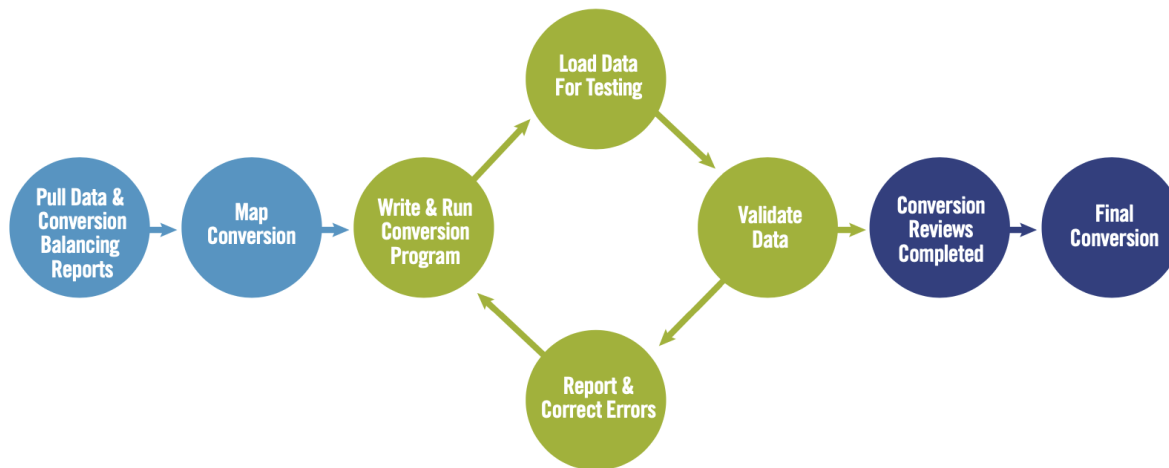
- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.





Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and			C	C	C						A	R		C			C



6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan														
	Completed work product from prior stages (configuration, business process, etc.)														

Outputs / Deliverables								Acceptance Criteria [only] for Deliverables							
	Solution Validation Report							City updates report with testing results							

Work package assumptions:

- Designated testing environment has been established.



- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City

Work package assumptions:



- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan														
	List of End Users and their Roles / Job Duties														
	Configured Tyler System														

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables														
	City signoff that training was delivered														

Work package assumptions:



- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.



- City data available in Production environment.

STAGE 5	Go-Live																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City confirms data is available in production environment

Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the City teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.



6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:



- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.



6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
------------------------	--	---



	Post Project Report	City acceptance; Completed report indicating all project Deliverables and milestones have been completed
--	---------------------	--

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.



- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.



- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 Enterprise ERP Conversion Summary

9.1.1 Accounting COA

- Chart of Accounts segments, objects, character codes, project codes (if applicable), organization codes (if applicable), control accounts budget rollups, fund attributes, due to/due from accounts
- Requires the use of a Tyler provided spreadsheet for design and entry of the data to be converted

9.1.2 Accounting - Actuals

- Summary account balances
- Up to 3 years

9.1.3 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

9.1.4 Accounts Payable Master

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.1.5 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.1.6 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.1.7 Contracts

- Contract header detail with many fields available to convert including fiscal year and period, vendor number, department code, description, enforcement method code, dates for award, approval, entry and expiration, retention information, user-defined type and review codes, status code, user id for entry and approver. Additional fields are also available. A balance forward contract amount is



converted, if original amount is required there will be an additional charge and contracts, po's and invoices must be converted together.

9.1.8 Capital Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

9.1.9 Inventory Master

- General master data includes item, description, commodity code, purchase vendor and date, date received, GL information, hazard code, etc. Location master includes item, location, bin, various quantities (on-hand, last, committed, standard purchase, re-order), lead time; count, count date, and variance; GL information; plus many accumulator buckets (MTD/YTD/SOY/SOM/LY received /issued /adjusted /cost /value), etc. FIFO data includes item, location, date, qty-received, unit cost, and quantity on hand.

9.1.10 Inventory – Commodity Codes

- Commodity master information, including codes and descriptions, commodity type, acquisition type, unit of measure, vendor, buyer, approver, and various other codes and flags

9.1.11 Project Grant Accounting

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

9.1.12 Project Grant Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.
- Up to 3 years

9.1.13 Project Grant Accounting – Budget

- Original project ledger budget amounts. If linking to GL, must be converted at the same time.
- Up to 3 years

9.1.14 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line-item descriptions, quantities, amounts, etc.

9.1.15 Utility Billing

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information



9.1.16 Utility Billing –Services

- Current service codes, service status, type, factor, condo units, bill cycle codes, , current deposits held on account including unpaid deposit amounts, winter usage, current meter(s) associated with service, meter readings(current and previous), meter usage (current and previous) and sales tax information.

9.1.17 Utility Billing –Assessments

- Assessments are improvement costs that are spread across to property owner
- Utility Billing conversion option 4 (balance forward AR) must also be purchased in order to convert assessments

9.1.18 Utility Billing – Consumption History

- History of meter readings, usage, read dates, usage days, bill amounts, bill dates, read codes
- Up to 5 years

9.1.19 Utility Billing – Balance Forward AR

- Account balance forward information converted as total amount due. If the City's business practices require current due and past due bills this can be broken into three balance forward bills (current balance due and up to two past due balance bills). These can be converted to one balance forward charge code or separate balance forward charge codes and converted to the account/customer if the City's legacy data contains this information.
- If late penalties will be applied in Enterprise ERP after the conversion, balance forward amounts must be converted by charge code

9.1.20 Utility Billing – Work Orders

- Work Orders data associated with accounts, including meter repairs, checks for leaky meter, reread a meter due to high reading

9.1.21 Utility Billing – Budget Billing

- Converts information for budget average billing by account, customer and service. Legacy data must include calculated budget amount by service; number of periods remaining until plan renews; budget plan balance/credit amount, broken out by service/customer; additional amortized amount by service.

9.1.22 Utility Billing – Backflow

- Account information, backflow device information, backflow type, and backflow violations

9.1.23 Utility Billing – Flat Inventory/Containers

- Inventory for non-metered items tied to recurring service billing – flat rate is tied to inventory item(s)/item type(s) (vs consumption/usage). Trash/recycling containers, dumpsters, roll off containers, light poles, cable/internet equipment.



10. Additional Appendices

10.1 Tyler and Client Work Split Assumptions

10.1.1 Increased Work Split Hours

Additional hours were purchased in this contract to increase the work split from the standard 30% Tyler work effort to a 70% Tyler effort. Clients have different needs and there are different ways the allocation of these hours can benefit the project. We will work with the client project manager during the planning sessions and project plan development to determine the best use of these hours. Common areas additional hours are used are:

- Configuration
 - Setting and Code configuration
 - Security and Workflow Building
- Data Conversion
 - Conversion Mapping
 - Conversion Proofing
 - Conversion Testing
 - Imports in lieu of conversion
 - Formatting files
 - Building custom templates
 - Testing imports/Data validation
- Training/Documentation
 - Additional repeat process training
 - Post Live Assistance
 - Bank Reconciliation assistance for additional months
 - Month-end assistance for additional months
 - Year-end assistance for multiple years
 - 1099 processing for multiple years
 - Job aides/quick reference guides
 - End user training documentation
- Testing
 - Additional parallel processing
 - Test script building
 - Integration Testing
 - Import/Export template building
 - Import testing
 - Process validation/documentation

All clients have unique needs on a project. By defining the use of these hours during project planning, we have the flexibility to determine the greatest needs of your organization and plan accordingly. At any point in the project, we can revisit the use of these hours and adjust content as needed to support the success of the project.



11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

Phase	Functional Areas	Modules	Start Date	Go-Live Date
1	Financials	• Accounting / General Ledger • Accounts Payable • Bid Management • Budgeting • Capital Assets • Cash Management • Contract Management • Employee Expense Reimbursement • Inventory • Project & Grant Accounting • Purchasing • Vendor Access • Accounts Receivable • General Billing • Cashiering • Open Finance • Project Explorer • ACFR Statement Builder	Oct 2022	Oct 2023
	System Wide & Implemented in other Phases as applicable	• Munis Analytics & Reporting ○ Tyler Reporting Services ○ Munis Office ○ HUB • Tyler ReadyForms Processing • Tyler Content Manager SE		
3	Utility Billing	• Utility Billing • Resident Access • GIS • Cashiering	Jan 2023	Apr 2024



11.2 Intentionally left blank.



Approving Contract Amendment with Tyler Technologies, Inc.

(Michael Rice)





Approving Contract Amendment with Tyler Technologies, Inc.

- The City Council approved a contract with Tyler Technologies, Inc. for the implementation of a single Enterprise Resource Planning (ERP) solution on July 14, 2022.
- The current contract provides for the implementation of a new financial system and the integration of a new Utility Billing System. The "Go Live" date for the Financial system is Oct. 1, 2023, and the "Go Live" date for the Utility Billing system is April 1, 2024.
- The proposed contract amendment will support implementation of a new financial system along with a new utility billing system with a single payment processor across city operations.





Approving Contract Amendment with Tyler Technologies, Inc.

- The attached Contract Amendment allows for the removal of contract provisions that have been identified as unnecessary, and the addition of new equipment and services that are critical for implementation success.
- New provisions within the Contract Amendment include Smart Meter Access Software and Migration, Standardized Enterprise ERP Payment fees across all City Departments, and Third-Party Hardware, Software, and Services.
- The contract amendment will remove unused conversions resulting in original contract cost savings of \$37,900 and will add additional services, software and hardware resulting in additional one-time costs of \$56,409 and annual fees of \$52,680.





Approving Contract Amendment with Tyler Technologies, Inc.

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/22/2023

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on Award of Bid No. CB2349 - Sale of land at 1909 W. Stamford (Max Johnson)

GENERAL INFORMATION

Pursuant to Texas Local Government Code Section 272.001, the City placed the following parcel of land for sale by giving public notice by advertisement in the Abilene Reporter-News on May 14, 2023 and May 21, 2023, and accepting sealed bids: Lots 1, 2 and 3, Block 3, J B Collins of North Park Addition to the City Of Abilene, Taylor County, Texas, VOL. 666, PAGE 274, Taylor County Central Appraisal District Property ID # 19898 Addressed as 1909 W. Stamford.

The minimum bid amount was set at the appraised market value of \$55,000.00.

Sealed bid(s) were received and opened on May 31, 2023; one bid was received.

Received bid was \$55,000 which qualifies as acceptable bid. Total purchase price includes \$55,000 bid and an \$815.00 advertisement fee for a total purchase price of \$55,815.00.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CouncilResolution
2. CB2349 BID TABSHEET
3. Power Point

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING
BID TO NORTH PARK ASSEMBLY OF GOD CHURCH, ABILENE, TEXAS**

1. **WHEREAS**, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the sale of Lots 1,2 and 3, Block 3, J B Collins of North Park Addition to the City Of Abilene, Taylor County, Texas, VOL. 666, PAGE 274, Taylor County Central Appraisal District Property ID # 19898 Addressed as 1909 W. Stamford.

WHEREAS the minimum bid amount was set at the appraised market value of \$55,000.00; and

WHEREAS, the following bid(s) were received and opened on May 31, 2023:

North Park Assembly of God Church, Abilene TX	\$55,000.00
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WHEREAS, North Park Assembly of God Church, Abilene, Texas submitted the only bid, in the amount of \$55,000.00, and

WHEREAS, Staff recommends awarding the bid to North Park Assembly of God Church of Abilene Texas for the total purchase price of \$55,815.00 which represents the bid amount and reimbursement of the advertising cost of \$815.00.

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

PART 1: That the City Council approves this bid in the amount of \$55,000.00.

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

ADOPTED this 22nd day of June, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

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

PAGE
1 OF 1

DEPARTMENT: LAND
BID NO.: CB-2349
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: MAY 31, 2023

NORTH PARK ASSEMBLY OF
GOD CHURCH
ABILENE, TX

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	SALE OF LAND				55,000.00										
BASE BID					55,000.00										
DISCOUNT															
TOTAL BID					55,000.00										

*NOTES: INDICATES RECOMMENDED AWARD

Agenda Item: Award of Bid No. CB-2349
Sale of land at 1909 W. Stamford

(Max Johnson)





CITY OF
ABILENE
TEXAS



- Pursuant to Texas Local Government Code Section 272.001, the City placed the following parcel of land for sale by giving public notice by advertisement in the Abilene Reporter-News on May 14, 2023 and May 21, 2023, and accepting sealed bids for:
- The minimum bid amount was set at the current appraised market value of \$55,000.00.
- Sealed bid(s) were received and opened on May 31, 2023; one bid was received.
- Staff recommends award of bid CB-2349 to North Park Assembly of God Church.



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/22/2023

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Change Order #1 with Bontke Brothers Construction Co., Inc. for Water Department Street and Miscellaneous Repair Work 2022-2023 (Max Johnson)

GENERAL INFORMATION

City Staff is requesting approval of a Change Order on a project that will exceed the administrative approval level for this construction project per the City's Purchasing Policy. Therefore, City Council approval is necessary prior to proceeding with the construction contract recommended patch locations.

The Change Order for an amount of \$421,493.75 represents a 25% increase in the total contract price will allow the overrun of quantities on any items that are necessary to complete watercuts that will be patched throughout the remainder of the contract at various locations throughout the City of Abilene.

Background: The City Council at their meeting of October 13, 2022 approved a contract with Bontke Brothers Construction Co., Inc. for the amount of \$1,685,975.00. The contract scope is *"This Construction Contract involves but is not limited to the on-demand repair of existing portions of streets that have been damaged by the replacement of water lines. There may also be sidewalk repair, curb and gutter repair and concrete alley apron repair as necessary. The contractor will be paid monthly for the work performed during the previous month. This repair will be determined by the City of Abilene Water Department, and sent to the contractor as they become available. The basis for payment under this contract is the unit price method. Payment will be for the actual amount of work done and materials furnished."*

This change order will result in a total contract amount of \$2,107,468.75.

SPECIAL CONSIDERATIONS

The Texas Local Government Code allows a contract to be increased by no more than 25%.

FUNDING/FISCAL IMPACT

Funding for this project is allocated through funds from the Water Department.

STAFF RECOMMENDATION

Staff recommends approval of this Change Order, in the amount of \$421,493.75.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Change Order resolution
2. Change Order 1
3. Change Order ppt

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING
CHANGE ORDER OF THE CONTRACT: Water Department Street & Miscellaneous Repair Work
2022-2023**

WHEREAS, the Public Works Department requests the approval of change order for the contract for the Water Department Street and Miscellaneous Repair Work 2022-2023 Contract.; and

WHEREAS, the change order involves adding 25% to the contract total to allow the overrun of quantities on any items that are necessary to complete watercuts that will be patched throughout the remainder of the contract at various locations throughout the City of Abilene, due to a increase in patch requests.; and,

WHEREAS, the following change order was prepared on June 7, 2023:

Bontke Brothers Inc., Abilene, Texas	\$421,493.75
--------------------------------------	--------------

WHEREAS, Bontke Brothers Inc., Abilene, Texas has agreed to the amount of \$421,493.75 with the change order meeting specifications. Staff recommends approval of this change order.

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

PART 1: That the City Council approves this change order in the amount of
\$421,493.75.

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

ADOPTED this 22rd day of June, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CHANGE ORDER



CITY OF ABILENE

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Bontke Brothers Construction Co.
2. Change Order Work Limits: Sta. _____ to Sta. _____
3. Type of Change: Major (Major/Minor)
4. Reasons: Current contract nearing original contract price increase to accommodate for cuts for rest of year

Project: Water Department
Street and Miscellaneous
Repair Work 2022-2023

Street:
Miscellaneous

5. Describe the work being revised: Overrun quantities on any items that are necessary to complete watercuts that will be patched Throughout the remainder of the contract timeline (Change Order will result in a 25% increase to total contract price).

6. New or revised plan sheet(s), sketch(es), and estimates are attached:

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

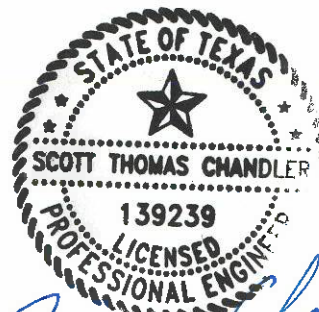
The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due. THE CONTRACTOR Date <u>6/7/23</u> <u>[Signature]</u> (Signature) Typed/Printed Name <u>Brent Patten</u> Typed/Printed Title <u>Project Manager</u>	The following information must be provided: Change in contract time: <u>N/A</u> Original contract price: <u>\$1,685,975.00</u> Existing contract price: * <u>\$1,685,975.00</u> Amount added or subtracted by this CO: <u>\$421,493.75</u> Revised contract price: <u>\$2,107,468.75</u>
--	---

RECOMMENDED FOR EXECUTION:

[Signature] 6/7/23
City Engineer Date

City Engineer's Seal:

City Manager Date



[Signature]
6/7/23

Agenda Item: Water Department Street & Miscellaneous Repair Work 2022-2023

Resolution: Change Order Approval

(Max Johnson)





Resolution: Change Order Approval

Project: Water Department Street & Miscellaneous Repair Work 2022-2023

- Construction Contract involves the on demand repair of locations within Abilene that have been damaged by the repair of waterlines and sewer lines.
- This Change Order will allow quantities on any items that are necessary to complete watercuts that will be patched by increasing the total contract amount by 25%
- Prior contract amount of \$1,685,975.00.
- New contract amount of \$2,107,468.75.
- Staff recommends approval of change order in the amount of \$421,493.75.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/22/2023

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid #CB-2351 South 27th St./Southwest Dr. Improvements (Barrow St. to Danville Dr.) to Bontke Brothers Construction Co., Inc. (*Max Johnson*)

GENERAL INFORMATION

This construction contract involves the reconstruction of South 27th St. and Southwest Dr. from Barrow St. To Danville Dr. This project includes but is not limited to planing the existing surface, cement stabilization, placement of Type B and Type D HMAC and pavement markings. This contract will also include bicycle facilities. The project has an owner's allowance of \$150,000.00 which equates to approximately 5% of the original engineer estimate.

SPECIAL CONSIDERATIONS

This project has a contract completion time of 140 working days (Approx. 7 months, weather permitting)

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co., Inc. with a base bid of \$3,017,238.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. S. 27th St_Southwest Dr. Improvements resolution
2. Signed Bid Contract - S. 27th
3. CB2351 BID TABSHEET
4. South 27th_Southwest Dr Improvements Scope of Project
5. PROJECT LOCATION MAP
6. S. 27th_Southwest Dr. Improvements 6-22-23

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING
BID TO BONTKE BROTHERS CONSTRUCTION CO., ABILENE, TEXAS**

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the South 27th St./Southwest Dr. Improvements (Barrow St. to Danville Dr.) Project. This construction contract involves the the reconstruction of South 27th St. and Southwest Dr. from Barrow St. To Danville Dr. This contract will also include pavement markings and bicycle facilities.

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

WHEREAS, the following base bids were received and opened on June 6, 2023

Bontke Brothers Construction Co., Abilene, Texas	\$3,017,238.00
--	----------------

WHEREAS, Bontke Brothers Construction Co., Abilene, Texas submitted the best value base bid amount of \$3,017,238.00 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co., Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$3,017,238.00.

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

ADOPTED this 22nd day of June, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 22 day of June, 2023 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Bontke Brothers Construction Co. of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

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

SOUTH 27TH ST./SOUTHWEST DR. IMPROVEMENTS (BARROW ST. TO DANVILLE DR.)

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

In consideration of this Work, the City will pay the Contractor the sum of \$3,017,238.00.

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

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

Bontke Brothers Construction


Signature

Brent Parnell
Name - Typed or Printed

Project Manager
Title - Typed or Printed

Business Address:

102 College Dr
Abilene, TX 79601

325-677-6276
Business Phone No.

75-1331325
Federal Tax I.D.#

ATTEST: (If Corporation)


Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal: _____

CITY OF ABILENE PURCHASING DIVISION TABULATION OF BIDS		PAGE 1 OF 1
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11

DEPARTMENT: ENGINEERING
BID NO.: CB-2351
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: JUNE 6, 2023

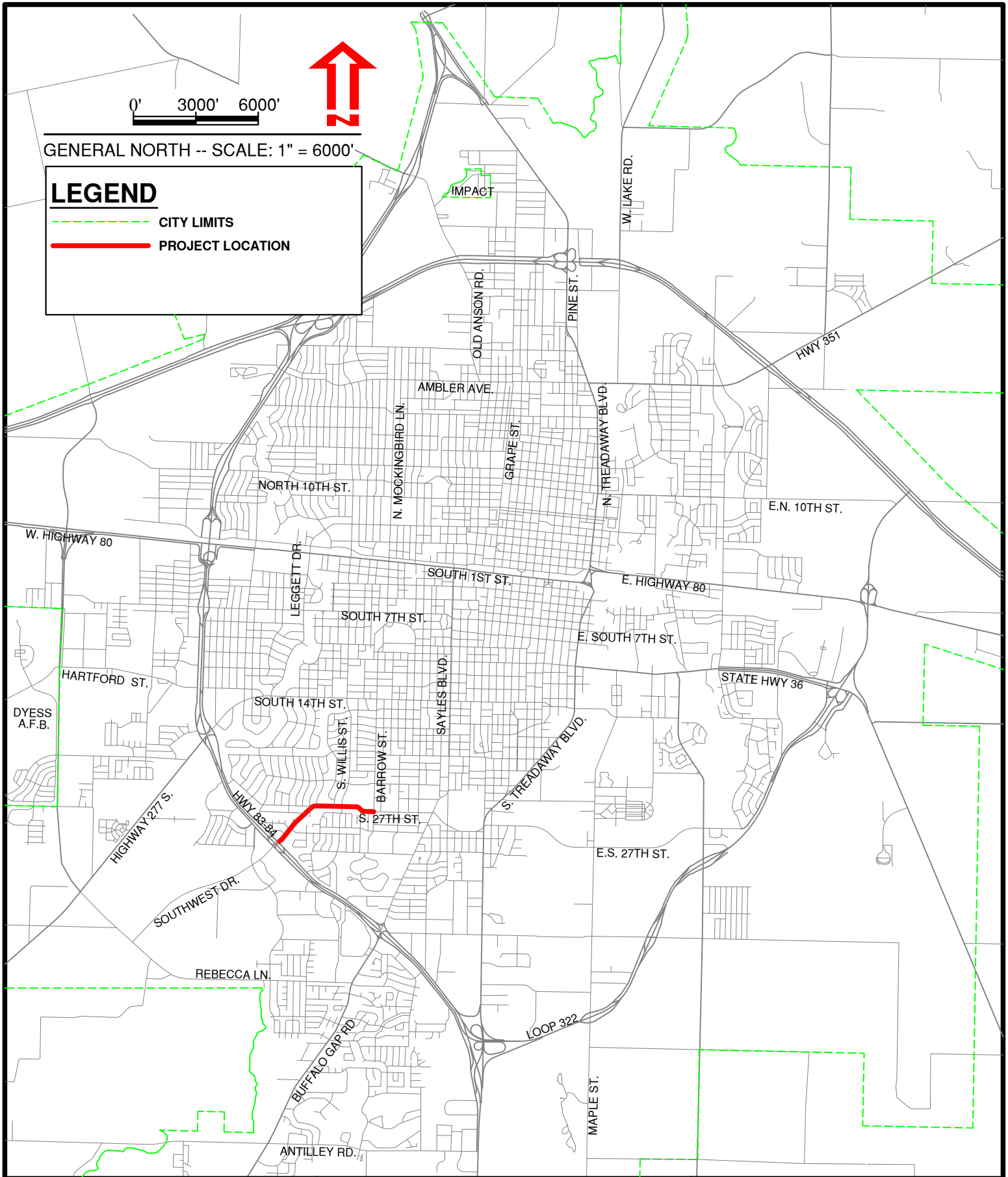
BONTKE BROTHERS
CONSTRUCTION
ABILENE, TX

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*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

This construction contract involves the reconstruction of South 27th St. and Southwest Dr. from Barrow St. To Danville Dr. This project includes but is not limited to planing the existing surface, cement stabilization, placement of Type B and Type D HMAC and pavement markings. This contract will also include bicycle facilities.



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

**S. 27TH ST./SOUTHWEST DR. IMPROVEMENTS
(BARROW TO DANVILLE)
PROJECT**

Designed By: S. CHANDLER

Drawn By: M. MILLER

Checked By: S. CHANDLER

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:

Project Location Map

Date: JUNE 2023

Agenda Item:

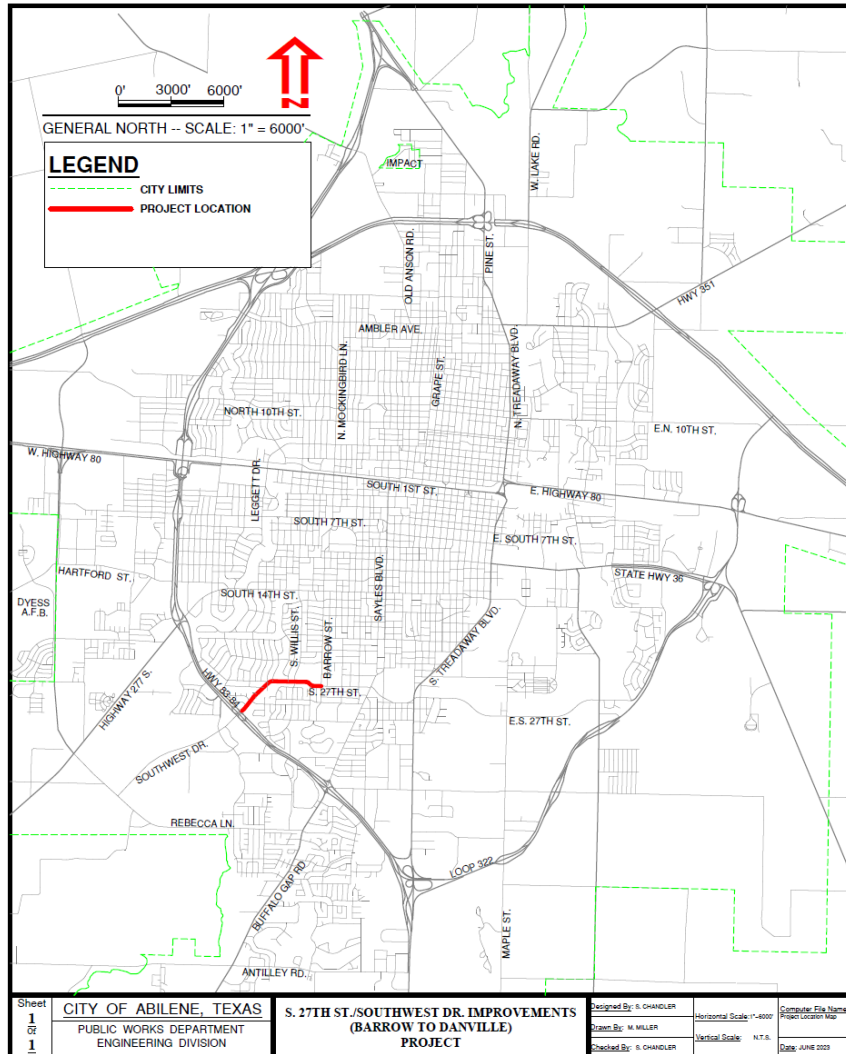
South 27th St./Southwest Dr. Improvements (Barrow St. to Danville Dr.)

(Max Johnson)





South 27th St./Southwest Dr. Improvements (Barrow St. to Danville Dr.)



Streets

South 27th St./Southwest Dr.

Limits

Barrow St. to Danville Dr.





Resolution: Bid Award #CB-2336 N 10th & Pine St Concrete Intersection Construction Project

- Project includes:
 - This construction contract involves the reconstruction of South 27th St./Southwest Dr. from Barrow St. to Danville Dr. This project includes but is not limited to planing the existing surface, cement stabilization, placement of Type B and Type D HMAC.
 - Pavement Markings and Bicycle Facilities are also included within this contract.
- Project Advertised May 21, 2023 and May 28, 2023; bids opened June 6, 2023
- 1 bid received
- Project funded through The Street Maintenance Fee and DCOA Funds.
- Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co. Inc., with a base bid of \$3,017,238.00.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/22/2023

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 8. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on amending Chapter 3, “Subdivision Regulations,” Article 2, “Subdivision Standards,” Division 11. “Stormwater Management Requirements,” of the Abilene Land Development Code, by amending certain sections as set out below. (Max Johnson)

GENERAL INFORMATION

This ordinance change request updates the Land Development Code as requested by FEMA from the recent Community Assistance Visit (CAV).

Modifications to the Land Development Code include: designations for areas of special flood hazard, adding a reference for the definition for “manufactured home,” amending the date of the most recent flood insurance study, and specifying instances in which base flood elevation data shall be required.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

No fiscal impact is expected from these Land Development Code modifications.

STAFF RECOMMENDATION

Recommend approval. Director of Planning and Development Services has coordinated on these changes.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance - Stormwater Mgmt of Land Development Code - revised
2. Ordinance Stormwater Mgmt (powerpoint)

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 3, “SUBDIVISION REGULATIONS,” ARTICLE II, “SUBDIVISION STANDARDS,” DIVISION 11. “STORMWATER MANAGEMENT REQUIREMENTS,” OF THE ABILENE LAND DEVELOPMENT CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, FEMA requirements necessitate certain updates to the city’s stormwater management ordinance; and

WHEREAS, needed updates include designations for areas of special flood hazard, adding a definition for “manufactured home,” amending the date of the most recent flood insurance study, and specifying instances in which base flood elevation data shall be required.

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

PART 1: That Chapter 3, Article II, Division 11, Section 3.2.11.1 of the Abilene Land Development Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That all subsequent definitions be renumbered accordingly.

PART 3: That Chapter 3, Article II, Division 11, Section 3.2.11.2 of the Abilene Land Development Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 4: That Chapter 3, Article II, Division 11, Section 3.2.11.3 of the Abilene Land Development Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 5: 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 22nd day of June, 2023.

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 9th day of July, 2023, 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 13th day of July, 2023, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 13th day of July, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Section 3.2.11.1 Purpose, Definitions, and Methods

- (a) *Purpose.* It is the purpose of this Division 11 to promote the public health, safety, and welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to achieve the following:
- (1) Protect human life and health;
 - (2) Minimize expenditure of public money for costly flood control projects;
 - (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
 - (4) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
 - (5) Help maintain a stable tax base by providing for the sound use and development of all areas in such a manner as to minimize future flood blight areas;
 - (6) Insure that potential buyers are notified that property is in a flood area;
 - (7) Secure review and approval of the method for handling and disposing of stormwater runoff in the City of Abilene and its extraterritorial jurisdiction, and securing review, analysis, and approval by the appropriate authority of the design, construction, and maintenance of drainageway facilities in conformance with the Abilene Stream Management Plan and Abilene Drainage Standards;
 - (8) Impose standards and conditions upon the excavating, grading, filling, berming, and diking of the land within the City of Abilene in conformance with the Abilene Stream Management Plan and Abilene Drainage Standards;
 - (9) Minimize the danger that materials may be swept onto other lands causing injury to others;
 - (10) Insure the safety of access to property in time of flood for ordinary and emergency vehicles; and
 - (11) Minimize prolonged business interruptions.
- (b) *Definitions.* Unless specifically defined below, words or phrases used in this Division 11 shall be interpreted to give them the meaning they have in common usage and to give the provisions of this Division their most reasonable application.
- (1) *Abilene Drainage Standards.* The criteria, standards and specifications for storm drainage, streets, and earth change adopted by the City of Abilene.
 - (2) *Appeal.* A request for a review of the Floodplain Administrator's interpretation of any provisions of this ordinance or a request for a variance.
 - (3) *Area of Shallow Flooding.* A designated AO Zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of

flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

- (4) *Area of Special Flood Hazard.* The land in a floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the FIRM. After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AO, ~~or A1—99~~ AH, A1—30, AE, A99, AR, AR/A1—30, AR/AE, AR/AO, AR/AH, AR/A, VO, or V1—30, VE, or V. For purposes of these regulations, the term “area of special flood hazard” is synonymous in meaning with the phrase “Special flood hazard area”.
- (5) *Base Flood.* The flood having a one percent chance of being equaled or exceeded in any given year.
- (6) *Base Flood Elevation (BFE).* The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1—A30, AR, V1—V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year, also called the Base Flood.
- (7) *City.* The City of Abilene and all lands located within the extraterritorial jurisdiction.
- (8) *Critical Feature.* An integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.
- (9) *Detention.* The temporary storage and controlled release of stormwater runoff.
- (10) *Detention Facility.* A facility that provides temporary storage of stormwater runoff and controlled release of this runoff.
- (11) *Development.* Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.
- (12) *Drainage Facilities.* Includes all elements necessary to convey stormwater runoff from its initial contact with earth to its disposition in an existing drainageway, and said drainageway facilities shall consist of both public and private storm sewers (closed conduits), improved channel constructed in conformity with adopted Abilene Drainage Standards, unimproved drainageways left in their natural condition, areas covered by restricted drainageways, easements for the purpose of providing overland flow and all appurtenances to the foregoing, including inlets, manholes, junction boxes, headwalls, dissipators, culverts, etc.
- (13) *Drainage Plan.* A plan which consists of engineering drawings, contour maps, and all supporting engineering calculations, as applicable to the land area covered by the plan, which are required to demonstrate full compliance with the Stormwater Management Requirements and the Abilene Drainage Standards.
- (14) *Earth Change.* Excavating, grading, filling, berming, or diking of land.
- (15) *Elevated Building.* A nonbasement building: (i) built, in the case of a building in Zones A1—30, AE, A, A99, AO, B, C, X, and D, to have the top of the elevated floor

elevated above the ground level by means of piling, columns (posts and piers), or shear walls parallel to the flow of the water; and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1—30, AE, A, A99, AO, B, C, X, D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters.

- (16) *Existing Construction*. For the purpose of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."
- (17) *Existing Manufactured Home Park or Subdivision*. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, either final site grading or the pouring of concrete pads, and the construction of streets) is completed before the effective date of floodplain management regulations adopted by a community.
- (18) *Expansion to an Existing Manufactured Home Park or Subdivision*. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, either final site grading or pouring of concrete pads, or the construction of streets).
- (19) *Flood or Flooding*. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation of runoff of surface waters from any source.
- (20) *Flood Hazard Boundary Map (FHBM)*. An official map of a community, issued by the Federal Emergency Management Agency, where the areas within the boundaries of special flood hazards have been designated as Zone A.
- (21) *Flood Insurance Rate Map (FIRM)*. An official map of a community on which the Federal Emergency Management Agency has determined both the areas of special flood hazards and the risk premium zones applicable to the community.
- (22) *Flood Insurance Study*. The official report provided by the Federal Emergency Management Agency. The report contains flood profiles, the water surface elevation of the base flood, as well as the Flood Hazard Boundary Map.
- (23) *Floodplain Administrator*. The official designated by the City Manager to administer this ordinance, or an authorized representative.
- (24) *Floodplain or Flood-prone Area*. Any land area susceptible to being inundated by water from any source (see definition of flooding).
- (25) *Flood Protection System*. Those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding.

Such as system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.

- (26) *Floodway Development Permit*. A permit required prior to building construction or earth change of any property within a designated floodway.
- (27) *Floodway (Regulatory Floodway)*. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
- (28) *Habitable Floor*. Any floor usable for living purposes, which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used for storage purposes only (such as storage of cars) is not a "habitable floor."
- (29) *Highest Adjacent Grade*. The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- (30) *Historic Structure*. Any structure that is:
 - a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
 - b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
 - c. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
 - d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - 1. By an approved state program as determined by the Secretary of the Interior, or
 - 2. Directly by the Secretary of the Interior in states without approved programs.
- (31) *Impervious Surface*. Any surface with a runoff coefficient based on the Rational Method of runoff calculation with a value equal to or greater than 0.85. Examples of impervious surfaces include roofs, pavement, and compacted base material.
- (32) *Levee*. A man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.
- (33) *Levee System*. A flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices. At a minimum, they are to meet all Federal Emergency Management Agency Requirements.

- (34) *Lowest Floor*. The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.
- (35) *Major Drainage System*. The 100-year frequency flood shall be contained within the right-of-way or dedicated easement of all major drainage systems. These facilities include floodways, improved channels, detention reservoirs, and overland swales.
- (36) *Manufactured Home*. See Chapter 5, Article 1, Division 1, Section 5.1.1.3, Paragraph (a)(59) *DWELLING, MANUFACTURED HOME (HUD-CODE)*. The term "manufactured home" does not include a "recreational vehicle".
- (37) *Mean Sea Level*. For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.
- (38) *Natural*. The cover and topography of land before any man-made changes, or in areas where there have already been man-made modifications, the state of the area and topography of land on April 30, 1983.
- (39) *New Construction*. For floodplain management purposes, structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community.
- (40) *New Manufactured Home Park or Manufactured Home Subdivision*. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, either final site grading or the pouring of concrete pads, and the construction of streets) is completed on or after April 30, 1983.
- (41) *Recreational Vehicle*. A vehicle which is:
- Built on a single chassis;
 - Four hundred (400) square feet or less when measured at the largest horizontal projection;
 - Designed to be self-propelled or permanently towable by a light duty truck; and
 - Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- (42) *Regulatory Flood*. The flood having a one percent chance of being equaled or exceeded in any given year based upon the existing conditions, adopted Floodwater Management Policies, and the Stormwater Management Requirements of the Subdivision Regulations.
- (43) *Sedimentation Facilities*. Including but not limited to land terraces, hay bales, and vegetation groundcovers used to reduce transport of suspended solids.

- (44) *Start of Construction*. Includes substantial improvements and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation or addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- (45) *Structure*. A walled and roofed building that is principally above ground, as well as a manufactured home.
- (46) *Substantial Damage*. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.
- (46) *Substantial Improvement*. Within a regulatory floodplain or floodway, any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:
- a. Any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or
 - b. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure,"
 - c. Routine maintenance, minor repairs, painting, or similar improvements.
- (47) *Variance*. A grant of relief to a person from the requirements of this Division 11 when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this Section.
- (48) *Violation*. The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance with these requirements is presumed to be in violation until such time as that documentation is provided.

- (49) *Water Surface Elevation.* The height in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.
- (c) *Methods for Reducing Flood Losses.* In order to accomplish its purpose, this Division 11 uses the following methods:
- (1) Limit runoff from development to a level not to exceed that runoff that would exist under natural, undeveloped conditions unless provided for in a regional detention facility. The "natural" state shall be as defined in subsection (b) Definitions above.
 - (2) Restrict or prohibit uses that are dangerous to health, safety, or property in times of flood, or cause increases in flood heights or velocities.
 - (3) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction.
 - (4) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters.
 - (5) Control filling, grading, dredging and other development which may increase flood damage.
 - (6) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Section 3.2.11.2 General Provisions

- (a) *Lands to Which This Section Applies.* This Division 11 shall apply to all areas within the City of Abilene and its extraterritorial jurisdiction.
- (b) *Proper Drainage, Plans, Approval.* All subdivisions shall be designed to convey the flow of stormwater without damage to persons or property. The subdivision shall be designed to ensure drainage at all points along streets and provide positive drainage away from building sites while, simultaneously, preventing discharge of runoff onto adjacent properties.
- (c) *Responsibility.* All drainage facilities required in accordance with this chapter shall be installed and paid for by the subdivider in accordance with applicable standards and specifications of the City of Abilene.
- (d) *Additional Standards and Requirements.* All plans for drainage control shall be consistent with requirements of Article 2, Division 11 of this Chapter as well as with local and regional drainage plans. All plans for drainage control shall also be subject to approval by the City Engineer or his duly authorized representative.
- (e) *Basis for Establishing the Areas of Special Flood Hazard.* The areas of special flood hazard identified by the Federal Emergency Management Agency in a specific engineering report entitled "The Flood Insurance Study for the City of Abilene," dated ~~August 23, 1979,~~ January 06, 2012, with accompanying Flood Insurance Rate Maps and Flood Hazard Boundary-Floodway Maps and any revision thereto are hereby adopted by reference and declared to be a part of this LDC of the City of Abilene.
- (f) *Drainage Standards.* The Floodplain Administrator shall apply standards, where applicable, for drainageway facilities and stormwater detention facilities which shall become adopted

"Abilene Drainage Standards" after the same are approved by resolution of the Abilene City Council. Said Abilene Drainage Standards shall be followed by every person, firm, corporation in the construction, installation, and maintenance of drainageway facilities and stormwater detention facilities. The Abilene Drainage Standards, as adopted, may be amended by City Council resolution. The adopted Abilene Drainage Standards shall regulate the design, installation, utilization and maintenance of all detention and drainage facilities and structures; the design, installation, utilization and maintenance of sedimentation and erosion control procedures, facilities and structures; and shall establish acceptable methods for controlling soil sedimentation and erosion.

- (g) *Establishment of Floodway Development Permit.* A Floodway Development Permit shall be required to ensure conformance with the provisions of this Division 11.
- (h) *Compliance.* No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this Division and other applicable regulations. The provisions of this Section shall apply to and be binding upon every person, firm, or corporation who seeks to develop, redevelop, grade, excavate, fill, berm, or dike land within the City of Abilene.
- (i) *Abrogation and Greater Restrictions.* The requirements of this Division are not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.
- (j) *Interpretation.* In the interpretation and application of this Division, all provisions shall be:
 - (1) Considered as minimum requirements;
 - (2) Liberally construed in favor of the purpose of this Division; and
 - (3) Deemed neither to limit nor repeal any other powers granted under State statutes.
- (k) *Warning and Disclaimer of Liability.* The degree of flood protection required by this Division is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. These regulations do not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. The requirements of this Division shall not create liability on the part of the City of Abilene or any official or employee thereof for any flood damages that result from reliance on this Division or any administrative decision lawfully made thereunder.
- (l) *Localized Flooding Areas.* A map depicting the drainage areas which contribute to localized flooding problems shall become adopted as the "Localized Flooding Areas Map" after the same is approved by resolution of the Abilene City Council. The map as adopted may be amended by City Council resolution. The map will serve as the basis for application for the stormwater management criteria to individual developments.

Section 3.2.11.3 Standards for Subdivision Plats

- (a) *Consistency Required.* All subdivision plats shall be consistent with all provisions of this Division 11.
- (b) *Requirements.* All plats for the development of subdivisions shall meet Floodway Development Permit requirements of Section 3.2.11.5, in addition to the provisions of Section 3.2.11.6 and the Drainage Plan requirements of Section 3.2.11.4.
- (c) *Base Flood Elevation Data.* Base flood elevation data shall be provided for all subdivision plats and other proposed development, if applicable. In designated special flood hazards (A Zones) where there is neither water surface elevation data nor an identified floodway or costal high hazard area, the community shall require new subdivision proposals and other proposed development (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, to include within such proposals Base Flood Elevation data.
- (d) *Manufactured Home Parks and Subdivisions.*
 - (1) All subdivision plats including manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
 - (2) All subdivision plats including manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- (e) *Provisions Prior to Final Approval of Plats.* Prior to final approval of a Final Plat, the developer shall provide either:
 - (1) Actual construction of all approved drainage and detention facilities required by the City of Abilene; or
 - (2) Sufficient surety bond, trust agreement, performance bond, or an irrevocable letter of credit approved by the Floodplain Administrator and City Attorney guaranteeing the developer's pro-rata share of construction of all required drainageway and detention facilities in accordance with an approved Drainage Plan (in conjunction with approved Construction Plans) and duly adopted Abilene Drainage Standards; or
 - (3) An alternative form of assurance proposed by the developer to guarantee the developer's pro-rata share of construction of all required drainageway and detention facilities in accordance with an approved Drainage Plan (in conjunction with approved Construction Plans) and the adopted Abilene Drainage Standards, said alternative form of assurance having been accepted by the Abilene Floodplain Administrator.

Ordinance (First Reading): Amending Chapter 3, “Subdivision Regulations,” of the Abilene Land Development Code

(Max Johnson)





Ordinance: Amending Chapter 3 of the Abilene Land Development Code

- Adding missing definitions:
 - Adding a reference to definition for “Manufactured Home,”
 - Modifying definition for “Area of Special Flood Hazard” to reference a synonymous terminology “Special Flood Hazard Area”
- Updating the Flood Insurance Rate Map and Flood Insurance Study citation to January 06, 2012
- Adding base flood elevation data requirement for new subdivisions proposals greater than 50 lots or five acres





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/22/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: 9. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Approving the Financing Plan for TIRZ District #3 *(Tim Littlejohn)*

GENERAL INFORMATION

*Created November 17, 2022

*Approx. 420.77 acres generally located west of Jake Roberts Freeway, bound by North 10th Street to the north, and E. Hwy 80 to the south.

*The purpose of the TIRZ is to encourage private development that will yield additional tax revenue to all taxing jurisdictions.

*Anticipated 911 SFR units with an estimated 436 million dollars in incremental taxable value

*Public Improvements to support the development will be made throughout the TIRZ #3

SPECIAL CONSIDERATIONS

No direct impact on the General Fund.

FUNDING/FISCAL IMPACT

No direct impact on the General Fund.

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

TIRZ Board recommends approval

ATTACHMENTS:

1. Ordinance TIRZ 3 Finance Plan
2. TIRZ Board Resolution - 01-2023
3. Ordinance 058-2022 - Designating a Contiguous Geographic Area as a Reinvestment Zone known as Number Three
4. Consultant presentation TIRZ #3 TIRZ Board PFP 6.1.23 v3
5. City Council Presentation TIRZ 3 - Finance plan

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING THE TAX INCREMENT REINVESTMENT ZONE NO. 3 PROJECT AND
FINANCING PLAN**

WHEREAS, as authorized by Chapter 311 of the Texas Tax Code (the "Act") and pursuant to Ordinance No. 58-2022, adopted by the City Council of Abilene, Texas (the "City") on November 17, 2011, the City created Tax Incremental Reinvestment Zone No. 3 (the "Zone"); and,

WHEREAS, pursuant to Ordinance No. 58-2022, the City created the Board of Directors for the Zone (the "TIRZ Board"); and,

WHEREAS, pursuant to the Act, The TIRZ Board shall prepare and adopt a project financing plan and submit such plan to the City Council for its approval; and,

WHEREAS, the TIRZ Board voted unanimously to recommend approval of a Final Project and Financing Plan at their June 1st, 2023 meeting; and,

WHEREAS, the Final Project and Financing Plan includes each element required by Sections 311.011(b) and (c) of the Act; and,

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

PART 1: That the Final Project and Financing Plan is feasible in accordance with Section 311.011(d) of the Act.

PART 2: That the Final Project and Financing Plan as set out in Exhibit "A" attached hereto and made part of this ordinance for all purposes, is approved and adopted.

PART 3: That if any provision of any section of this ordinance shall be held 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 4: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

PART 5: That this ordinance takes effect immediately upon final passage.

PASSED ON FIRST READING this 22nd day of June, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for a 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 ____day of ____,2023, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this ____day of ____,2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

RESOLUTION NO. 01-2023

A RESOLUTION OF THE TAX INCREMENT REINVESTMENT ZONE NO. 3 BOARD OF DIRECTORS, CITY OF ABILENE, TEXAS, RECOMMENDING APPROVAL OF THE PROJECT AND FINANCING PLAN TO THE ABILENE CITY COUNCIL

WHEREAS, the governing body of the City of Abilene adopted Ordinance No. 58-2022 creating a Tax Increment Reinvestment Zone No. 3, establishing certain economic development incentives to encourage and promote private investment within the City of Abilene Tax Increment Reinvestment Zone No. 3; and

WHEREAS, the Tax Increment Reinvestment Zone #3 (TIRZ #3) Board of Directors has reviewed and is recommending approval of the Project and Financing Plan for Tax Increment Reinvestment Zone No. 3; and

WHEREAS, the development infrastructure costs identified within the Project and Financing Plan are considered eligible activities for Tax Increment Reinvestment Zone No. 3 funding; and

WHEREAS, it is understood that funding for eligible infrastructure improvements will be made in accordance with established guidelines and policies as promulgated by the City of Abilene; and

WHEREAS, funds awarded will be financed with funds currently allocated for such use by the Tax Increment Reinvestment Zone Board; and

WHEREAS, the Final Project and Financing Plan includes each element required by Texas Tax Code Section 311.011(b) and (c); and,

NOW THEREFORE BE IT RESOLVED BY THE TAX INCREMENT REINVESTMENT ZONE NO. 3 BOARD OF DIRECTORS, CITY OF ABILENE, TEXAS:

PART 1: That the Project and Financing Plan for the Tax Increment Reinvestment Zone No. 3 is feasible in accordance with Texas Tax Code Section 311.011(d).

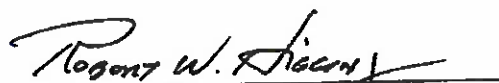
PART 2: That the TIRZ #3 Board of Directors recommends approval of the Project and Financing Plan for the Tax Increment Reinvestment Zone No. 3., attached as Exhibit A.

PART 3: That the TIRZ funding for this program be limited to \$13,588,164.00 for the full 20 years term of TIRZ #3.

APPROVED this 1st day of June, 2023.

ATTEST:


Shawna Atkinson, City Secretary


Robert W. Higgins, Chairman

APPROVED:


Stanley Smith, City Attorney

Tax Increment Reinvestment Zone #3

City of Abilene, Texas



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DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



The City of Abilene, Texas serves as the county seat for Taylor County and is located approximately 180 miles west of the Dallas/Fort Worth Metroplex, near the geographic center of the state. Conveniently connected east-west by Interstate Highway 20, and north-south by U.S. highways 83, 84, and 277, Abilene is the center of a 22-county area commonly referred to as the Big Country.

Abilene functions as a regional center for distribution, commerce, industry, transportation, and education, providing an assortment of lodging, dining, cultural, and retail opportunities. Residents enjoy a thriving arts scene, unique museums, sporting events, parks, children’s activities, hunting, fishing and more.

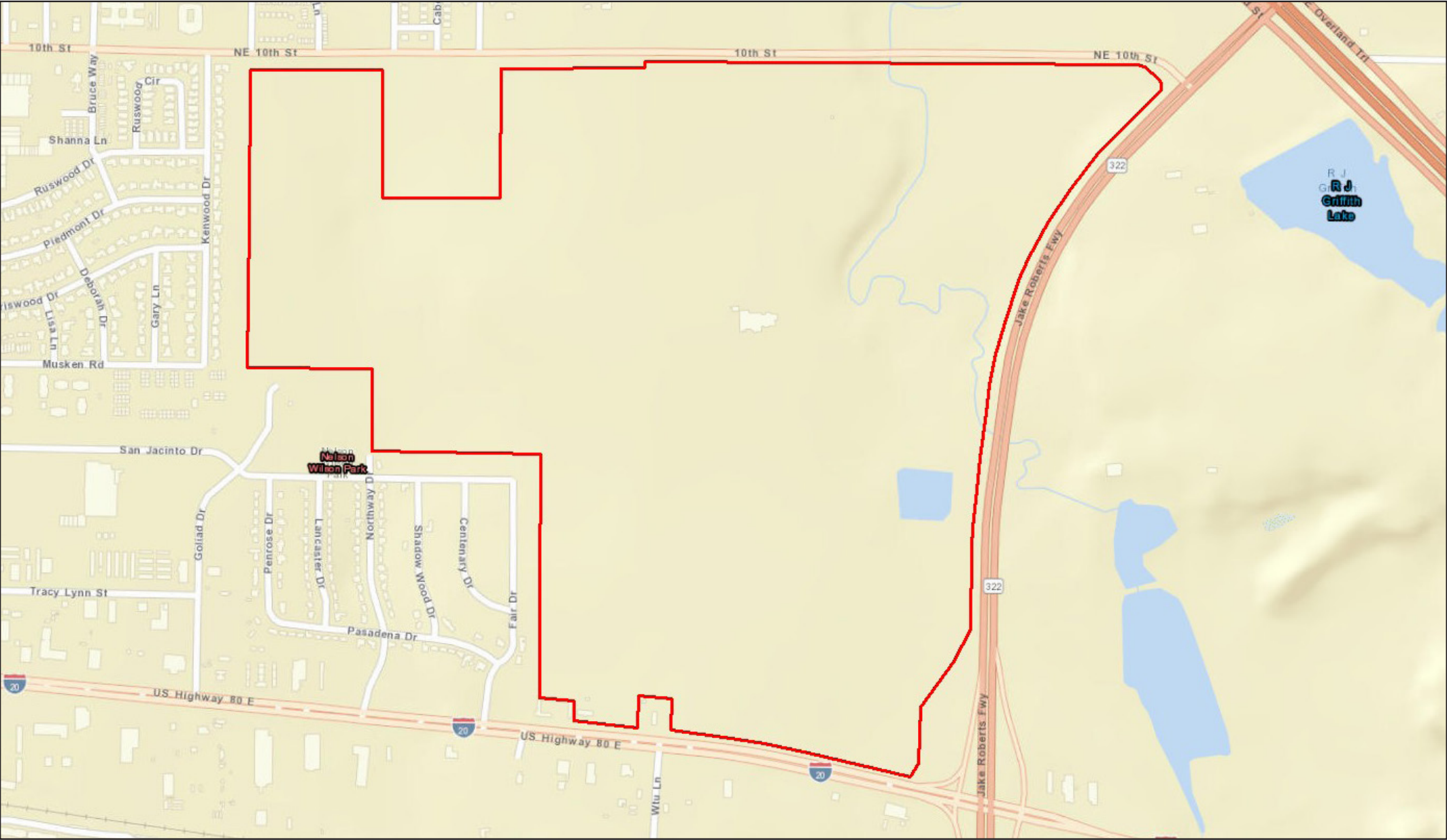
Supported by a regional workforce of over 140,000, ample space for expansion, and reliable and convenient infrastructure, Abilene is the obvious region of choice for big-time employers such as Dyess Air Force Base, Hendrick Health System, Abilene Christian University, and Blue Cross Blue Shield.



Tax Increment Reinvestment Zone #3, City of Abilene

On November 17, 2022, the City Council of the City of Abilene, Texas (the “Council”), pursuant to Chapter 311 of the Texas Tax Code, designate a contiguous geographic area within the City as a Reinvestment Zone Number Three, City of Abilene, Texas. The goal of Tax Increment Reinvestment Zone #3 (TIRZ #3) is to continue funding the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This project and financing plan outlines the funding of \$13,588,164 in public improvements related to water, sanitary sewer, and storm water facilities, as well as open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Abilene. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



 - TIRZ Boundary

TIRZ Boundary

Boundary Description

TIRZ #3 consists of approximately 420.77 acres located wholly within the city limits of the City of Abilene. The legal description for the zone is described in detail below.

Legal Description TIRZ #3

Beginning at the northwest corner of Property ID 77146, continuing east along the northern boundary of Property ID 77146 to the point it meets Property ID 22450, thence

Continuing east along the northern boundary of Property ID 22450 to the point it meets the northwest corner of Property ID 25735 where it meets the southern right of way boundary of 10th Street, thence

East along the southern right of way boundary of 10th Street to the point it meets the western right of way boundary of Jake Roberts Freeway, thence

South along the western right of way boundary of Jake Roberts Freeway to the point it meets the northeast corner of Property ID 60604, thence

South along the eastern boundary of Property ID 60604 to the point it meets the northeast corner of Property ID 61268, thence

South along the eastern boundary of Property ID 61268 to the point it meets the northern right of way boundary of Interstate 20, thence

West along the northern right of way boundary of Interstate 20 to the point it meets the southeast corner of Property ID 60755, thence

North along the eastern boundary of Property ID 60755, continuing west along the northern boundary to the point it meets Property ID 10381, thence

South along the eastern boundary of Property ID 10381, continuing west along the southern boundary to the point it meets the southeast corner of Property ID 10497, thence

West along the southern boundary of Property ID 10497, continuing north along the western boundary to the point it meets the southern boundary of Property ID 58751, thence

West along the southern boundary of Property ID 58751, continuing north along the western boundary to the point it meets the southern boundary of Property ID 77146, thence

West along the southern boundary of Property ID 77146, continuing north along the western boundary to the northwest corner of Property ID 77146, which is the point of beginning.

Current Conditions

Land Use

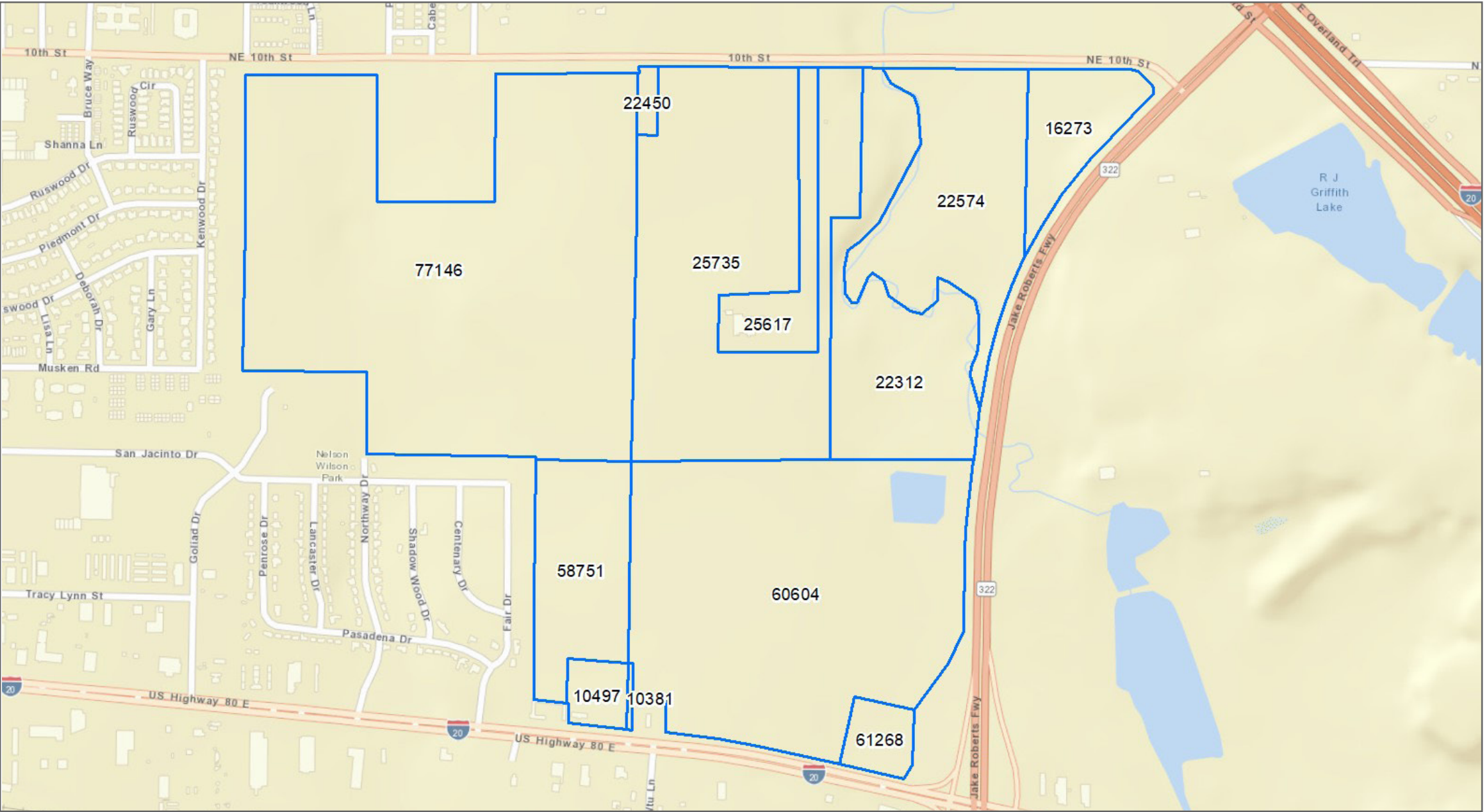
The land within the zone is vacant land that is well positioned for new development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

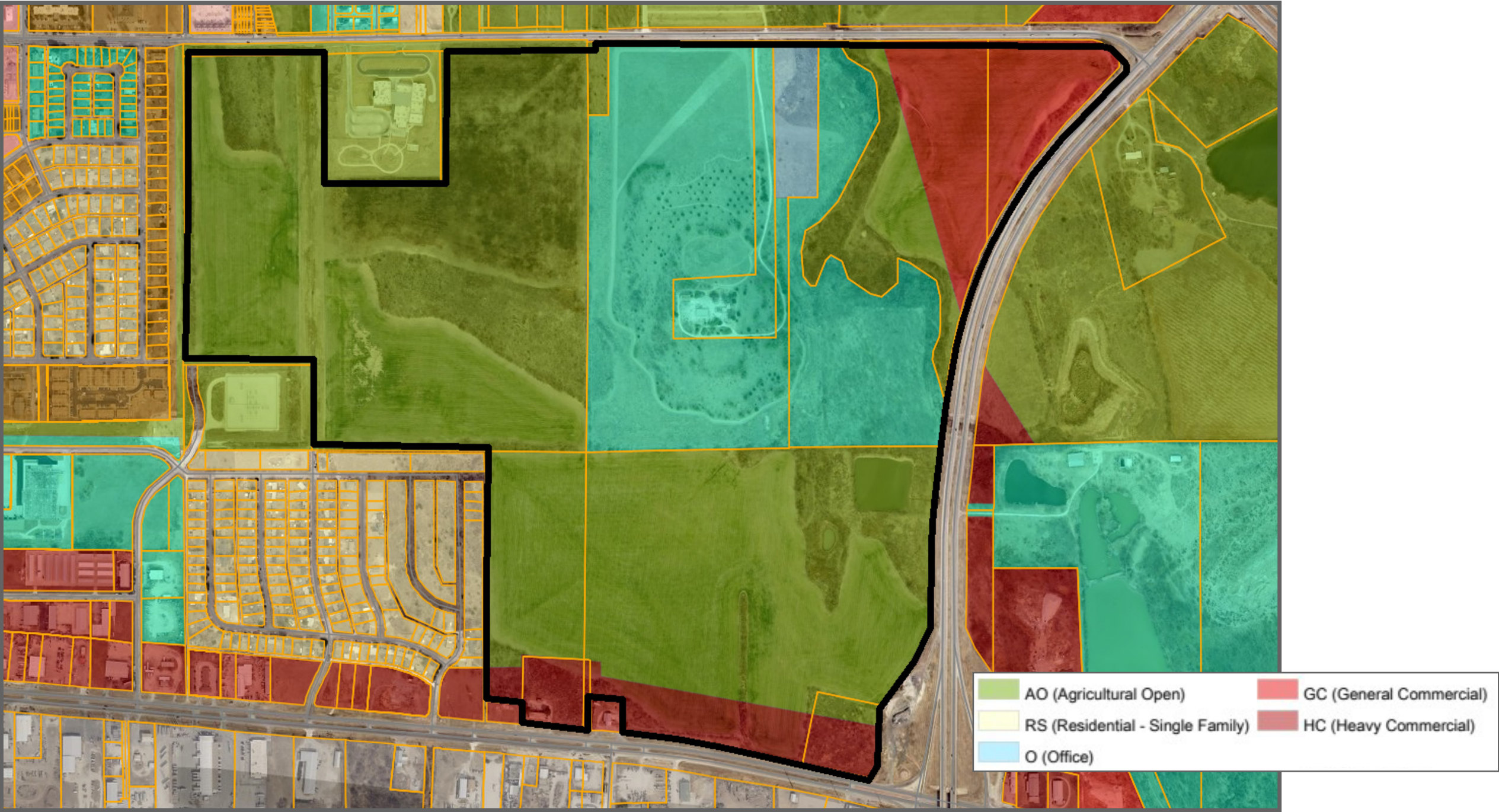
There are currently twelve parcels within Tax Increment Reinvestment Zone #3, all of which are owned by Abilene Christian University. The 2022 estimated taxable base value of the property within the TIRZ is \$1,736,565. The 2022 base value will need to be verified by Taylor County Appraisal District. For further details of parcels included within the TIRZ see **Appendix A**.



Zoning

The zoning for the property within the TIRZ can be seen in the map below, with the majority if the land within the zone being currently zoned AO- Agricultural Open, shaded in green.

The property may need to be rezoned to accomodate any future development. It is not anticipated there will be any changes to the City of Abilene zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.



Proposed Development

The land within the zone is well positioned for future development. In 2022, the conceptual site plan shown below was produced. The site plan shows a single family development with a total of 911 lots in a variety of sizes.



LOT COUNT:	
50' Lots:	86
55' Lots:	430
60' Lots:	250
70' Lots:	119
100' Lots:	25
130' Lots:	1
TOTAL LOTS:	911

ACU Trail Ridge - Overall Site Plan


 SCALE: 1' = 300' - 0"
 AT 22" X 34"


 PAGE 2

Anticipated Development

The table to the right provides an overview of the potential development that DPED projects will occur during the life of the TIRZ based on the site plan on the previous page, along with estimated dates of when the development construction will begin and be completed. It is anticipated that development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Start	Final Delivery	Units	Taxable Value PSF/Unit		Incremental Value
PHASE ONE						
55' LOTS	2024	2026	86	\$	425,000	\$ 36,550,000
60' LOTS	2024	2026	8	\$	510,000	\$ 4,080,000
70' LOTS	2024	2026	72	\$	595,000	\$ 42,840,000
100' LOTS	2024	2026	13	\$	680,000	\$ 8,840,000
130' LOTS	2024	2026	1	\$	765,000	\$ 765,000
			180			\$ 93,075,000
PHASE TWO						
50' LOTS	2026	2028	86	\$	425,000	\$ 36,550,000
60' LOTS	2026	2028	34	\$	510,000	\$ 17,340,000
70' LOTS	2026	2028	0	\$	595,000	\$ -
100' LOTS	2026	2028	0	\$	680,000	\$ -
130' LOTS	2026	2028	0	\$	765,000	\$ -
			120			\$ 53,890,000
PHASE THREE						
55' LOTS	2028	2030	86	\$	425,000	\$ 36,550,000
60' LOTS	2028	2030	52	\$	510,000	\$ 26,520,000
70' LOTS	2028	2030	12	\$	595,000	\$ 7,140,000
100' LOTS	2028	2030	3	\$	680,000	\$ 2,040,000
130' LOTS	2028	2030	0	\$	765,000	\$ -
			153			\$ 72,250,000
PHASE FOUR						
55' LOTS	2030	2032	86	\$	425,000	\$ 36,550,000
60' LOTS	2030	2032	52	\$	510,000	\$ 26,520,000
70' LOTS	2030	2032	12	\$	595,000	\$ 7,140,000
100' LOTS	2030	2032	3	\$	680,000	\$ 2,040,000
130' LOTS	2030	2032	0	\$	765,000	\$ -
			153			\$ 72,250,000
PHASE FIVE						
55' LOTS	2032	2034	86	\$	425,000	\$ 36,550,000
60' LOTS	2032	2034	52	\$	510,000	\$ 26,520,000
70' LOTS	2032	2034	12	\$	595,000	\$ 7,140,000
100' LOTS	2032	2034	3	\$	680,000	\$ 2,040,000
130' LOTS	2032	2034	0	\$	765,000	\$ -
			153			\$ 72,250,000
PHASE SIX						
55' LOTS	2034	2036	86	\$	425,000	\$ 36,550,000
60' LOTS	2034	2036	52	\$	510,000	\$ 26,520,000
70' LOTS	2034	2036	11	\$	595,000	\$ 6,545,000
100' LOTS	2034	2036	3	\$	680,000	\$ 2,040,000
130' LOTS	2034	2036	0	\$	765,000	\$ -
			152			\$ 71,655,000
Total		LOTS	911			\$ 435,370,000

Project Costs

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #3 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs		
Water Facilities and Improvements	\$ 83,675	1%
Sanitary Sewer Facilities and Improvements	\$ 678,800	5%
Storm Water Facilities and Improvements	\$ 10,233,140	75%
Open Space, Park and Recreation Facilities and Improvements	\$ 679,408	5%
Utilities and Street Lighting	\$ 679,408	5%
Economic Development Grants	\$ 1,097,851	8%
Administrative Costs	\$ 135,882	1%
	\$ 13,588,164	100%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.

The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item.

It is anticipated that the individual TIRZ project cost allocations will be evaluated on a case by case basis, consistent with the categories listed above, and brought forward to the TIRZ board and City Council for consideration.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

- (1) “Project costs” means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. “Project costs” include:
- (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
 - (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
 - (C) real property assembly costs;
 - (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
 - (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
 - (F) relocation costs;
 - (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
 - (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
 - (I) the cost of operating the reinvestment zone and project facilities;
 - (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
 - (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
 - (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Method of Financing

To fund the public improvements outlined on the previous page, the City of Abilene will contribute 25% of the real property increment within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development and the anticipated taxable value per square foot can be found on Page 6.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Real Property Tax		Participation	
City of Abilene	0.76210000	25.0%	0.1905250
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
2.53890000			0.19052500

Personal Property Tax		Participation	
City of Abilene	0.76210000	0%	0.0000000
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
2.53890000			0.00000000

Sales Tax		Participation	
City of Abilene - Regular	0.0100000	0.00%	0.0000000
City of Abilene - Property Tax Relief	0.0050000	0.00%	0.0000000
ECOA (0.25%)	0.0050000	0.00%	0.0000000
0.02000000			0.00000000

PHASE ONE : INPUT & OUTPUT

► INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	25.0%	0.1905250
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		0.1905250

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	0%	0.0000000
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		0.0000000

City of Abilene - Regular	0.01000000	0%	0.0000000
City of Abilene - Property Tax Relief	0.00500000	0%	0.0000000
ECOA (0.25%)	0.00500000	0%	0.0000000
	0.02000000		0.0000000

PHASE ONE		Final Delivery	AREA SF/UNITS	REAL PROPERTY \$ / SF TAX VALUE		BPP \$ / SF TAX VALUE	SALES \$ / SF TAX VALUE	
55' LOTS	2026	86	\$ 425,000	\$ 36,550,000		\$ -	\$ -	-
60' LOTS	2026	8	\$ 510,000	\$ 4,080,000				
70' LOTS	2026	72	\$ 595,000	\$ 42,840,000				
100' LOTS	2026	13	\$ 680,000	\$ 8,840,000				
130' LOTS	2026	1	\$ 765,000	\$ 765,000				
TOTAL		180	93,075,000		-	-		-

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES		
City of Abilene	30.0%	\$ 14,202,354	= \$ 14,202,354	+ \$ -	+	\$	-
Taylor County	22.4%	\$ 10,575,825	= \$ 10,575,825	+ \$ -	+	\$	-
Abilene ISD	47.6%	\$ 22,536,291	= \$ 22,536,291	+ \$ -	+	\$	-
	100.0%	\$ 47,314,470	\$ 47,314,470	\$ -		\$	-
		100.0%	100.0%	0.0%			0.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES		
City of Abilene	100.0%	\$ 3,550,589	= \$ 3,550,589	+ \$ -	+	\$	-
Taylor County	0.0%	\$ -	= \$ -	+ \$ -	+	\$	-
Abilene ISD	0.0%	\$ -	= \$ -	+ \$ -	+	\$	-
	100.0%	\$ 3,550,589	\$ 3,550,589	\$ -		\$	-
		100.0%	100.0%	0.0%			0.0%

NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES		
City of Abilene	24.3%	\$ 10,651,766	= \$ 10,651,766	+ \$ -	+	\$	-
Taylor County	24.2%	\$ 10,575,825	= \$ 10,575,825	+ \$ -	+	\$	-
Abilene ISD	51.5%	\$ 22,536,291	= \$ 22,536,291	+ \$ -	+	\$	-
	100.0%	\$ 43,763,881	\$ 43,763,881	\$ -		\$	-
		100.0%	100.0%	0.0%			0.0%

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
TOTAL TAX REVENUE																							
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	
55' LOTS	86	-	425,000	433,500	442,170	451,013	460,034	469,234	478,619	488,191	497,955	507,914	518,073	528,434	539,003	549,783	560,778	571,994	583,434	595,103	607,005	619,145	
	TAXABLE VALUE				25,097,569	38,787,152	39,562,895	40,354,153	41,161,236	41,984,461	42,824,150	43,680,633	44,554,246	45,445,331	46,354,238	47,281,322	48,226,949	49,191,488	50,175,318	51,178,824	52,202,400	53,246,448	
60' LOTS	8		510,000	520,200	530,604	541,216	552,040	563,081	574,343	585,830	597,546	609,497	621,687	634,121	646,803	659,739	672,934	686,393	700,121	714,123	728,406	742,974	
	TAXABLE VALUE			1,373,328	2,801,589	4,329,729	4,416,323	4,504,650	4,594,743	4,686,638	4,780,370	4,875,978	4,973,497	5,072,967	5,174,427	5,277,915	5,383,473	5,491,143	5,600,966	5,712,985	5,827,245	5,943,790	
70' LOTS	72		595,000	606,900	619,038	631,419	644,047	656,928	670,067	683,468	697,137	711,080	725,302	739,808	754,604	769,696	785,090	800,792	816,807	833,144	849,807	866,803	
	TAXABLE VALUE			14,419,944	29,416,686	45,462,151	46,371,394	47,298,822	48,244,798	49,209,694	50,193,888	51,197,766	52,221,721	53,266,155	54,331,478	55,418,108	56,526,470	57,657,000	58,810,140	59,986,342	61,186,069	62,409,791	
100' LOTS	13		680,000	693,600	707,472	721,621	736,054	750,775	765,790	781,106	796,728	812,663	828,916	845,495	862,404	879,653	897,246	915,190	933,494	952,164	971,207	990,632	
	TAXABLE VALUE			2,975,544	6,070,110	9,381,079	9,568,700	9,760,074	9,955,276	10,154,381	10,357,469	10,564,618	10,775,911	10,991,429	11,211,257	11,435,483	11,664,192	11,897,476	12,135,426	12,378,134	12,625,697	12,878,211	
130' LOTS	1		765,000	780,300	795,906	811,824	828,061	844,622	861,514	878,745	896,319	914,246	932,531	951,181	970,205	989,609	1,009,401	1,029,589	1,050,181	1,071,185	1,092,608	1,114,461	
	TAXABLE VALUE			780,300	795,906	811,824	828,061	844,622	861,514	878,745	896,319	914,246	932,531	951,181	970,205	989,609	1,009,401	1,029,589	1,050,181	1,071,185	1,092,608	1,114,461	
SF (CUMMULATIVE UNITS)				60	119	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	
REAL PROPERTY	TOTAL TAXABLE VALUE	-		16,573,572	58,111,750	89,390,856	91,178,673	93,002,246	94,862,291	96,759,537	98,694,728	100,668,623	102,681,995	104,735,635	106,830,348	108,966,955	111,146,294	113,369,219	115,636,604	117,949,336	120,308,323	122,714,489	
City of Abilene		-	-	126,307	442,870	681,248	694,873	708,770	722,946	737,404	752,153	767,196	782,539	798,190	814,154	830,437	847,046	863,987	881,267	898,892	916,870	935,207	14,202,354
Taylor County		-	-	94,055	329,784	507,293	517,439	527,788	538,344	549,110	560,093	571,294	582,720	594,375	606,262	618,387	630,755	643,370	656,238	669,362	682,750	696,405	10,575,825
Abilene ISD		-	-	200,424	702,745	1,081,004	1,102,624	1,124,676	1,147,170	1,170,113	1,193,515	1,217,386	1,241,733	1,266,568	1,291,899	1,317,737	1,344,092	1,370,974	1,398,393	1,426,361	1,454,889	1,483,986	22,536,291
Total		-	-	420,786	1,475,399	2,269,544	2,314,935	2,361,234	2,408,459	2,456,628	2,505,760	2,555,876	2,606,993	2,659,133	2,712,316	2,766,562	2,821,893	2,878,331	2,935,898	2,994,616	3,054,508	3,115,598	47,314,470
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SUMMARY																							
City of Abilene		-	-	126,307	442,870	681,248	694,873	708,770	722,946	737,404	752,153	767,196	782,539	798,190	814,154	830,437	847,046	863,987	881,267	898,892	916,870	935,207	14,202,354
Taylor County		-	-	94,055	329,784	507,293	517,439	527,788	538,344	549,110	560,093	571,294	582,720	594,375	606,262	618,387	630,755	643,370	656,238	669,362	682,750	696,405	10,575,825
Abilene ISD		-	-	200,424	702,745	1,081,004	1,102,624	1,124,676	1,147,170	1,170,113	1,193,515	1,217,386	1,241,733	1,266,568	1,291,899	1,317,737	1,344,092	1,370,974	1,398,393	1,426,361	1,454,889	1,483,986	22,536,291
Total		-	-	420,786	1,475,399	2,269,544	2,314,935	2,361,234	2,408,459	2,456,628	2,505,760	2,555,876	2,606,993	2,659,133	2,712,316	2,766,562	2,821,893	2,878,331	2,935,898	2,994,616	3,054,508	3,115,598	47,314,470
PARTICIPATION																							
REAL PROPERTY	Taxable Value	-	-	16,573,572	58,111,750	89,390,856	91,178,673	93,002,246	94,862,291	96,759,537	98,694,728	100,668,623	102,681,995	104,735,635	106,830,348	108,966,955	111,146,294	113,369,219	115,636,604	117,949,336	120,308,323	122,714,489	
City of Abilene		-	-	31,577	110,717	170,312	173,718	177,193	180,736	184,351	188,038	191,799	195,635	199,548	203,539	207,609	211,761	215,997	220,317	224,723	229,217	233,802	3,550,589
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	31,577	110,717	170,312	173,718	177,193	180,736	184,351	188,038	191,799	195,635	199,548	203,539	207,609	211,761	215,997	220,317	224,723	229,217	233,802	3,550,589
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Abilene ISD		-	-	-	-	-	-	-</															

PHASE TWO : INPUT & OUTPUT

► INPUT

INFLATION RATE	2.00%
----------------	-------

DISCOUNT RATE	6.00%
---------------	-------

REAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	25.0%	0.1905250
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		0.1905250

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	0%	0.0000000
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		0.0000000

City of Abilene - Regular	0.01000000	0%	0.0000000
City of Abilene - Property Tax Relief	0.00500000	0%	0.0000000
ECOA (0.25%)	0.00500000	0%	0.0000000
	0.02000000		0.0000000

PHASE TWO		Final Delivery	AREA SF/UNITS	REAL PROPERTY		BPP		SALES	
				\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
50' LOTS	2028	86	\$ 425,000	\$ 36,550,000		\$ -	\$ -	\$ -	
60' LOTS	2028	34	\$ 510,000	\$ 17,340,000					
70' LOTS	2028	-	\$ 595,000	\$ -					
100' LOTS	2028	-	\$ 680,000	\$ -					
130' LOTS	2028	-	\$ 765,000	\$ -					
TOTAL		120	53,890,000		-		-		

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Abilene	30.0%	\$ 8,278,776	=	\$ 8,278,776	+	\$ -	+	\$ -
Taylor County	22.4%	\$ 6,164,815	=	\$ 6,164,815	+	\$ -	+	\$ -
Abilene ISD	47.6%	\$ 13,136,759	=	\$ 13,136,759	+	\$ -	+	\$ -
	100.0%	\$ 27,580,351		\$ 27,580,351		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Abilene	100.0%	\$ 2,069,694	=	\$ 2,069,694	+	\$ -	+	\$ -
Taylor County	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Abilene ISD	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
	100.0%	\$ 2,069,694		\$ 2,069,694		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

NET BENEFIT		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Abilene	24.3%	\$ 6,209,082	=	\$ 6,209,082	+	\$ -	+	\$ -
Taylor County	24.2%	\$ 6,164,815	=	\$ 6,164,815	+	\$ -	+	\$ -
Abilene ISD	51.5%	\$ 13,136,759	=	\$ 13,136,759	+	\$ -	+	\$ -
	100.0%	\$ 25,510,657		\$ 25,510,657		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

Financial Feasibility Analysis

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
TOTAL TAX REVENUE																						
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
50' LOTS						28	57	86	86	86	86	86	86	86	86	86	86	86	86	86	86	86
86		-	425,000	433,500	442,170	451,013	460,034	469,234	478,619	488,191	497,955	507,914	518,073	528,434	539,003	549,783	560,778	571,994	583,434	595,103	607,005	619,145
TAXABLE VALUE				-	-	12,799,760	26,111,511	40,354,153	41,161,236	41,984,461	42,824,150	43,680,633	44,554,246	45,445,331	46,354,238	47,281,322	48,226,949	49,191,488	50,175,318	51,178,824	52,202,400	53,246,448
60' LOTS						11	22	34	34	34	34	34	34	34	34	34	34	34	34	34	34	34
34			510,000	520,200	530,604	541,216	552,040	563,081	574,343	585,830	597,546	609,497	621,687	634,121	646,803	659,739	672,934	686,393	700,121	714,123	728,406	742,974
TAXABLE VALUE				-	-	6,072,444	12,387,787	19,144,761	19,527,656	19,918,209	20,316,574	20,722,905	21,137,363	21,560,111	21,991,313	22,431,139	22,879,762	23,337,357	23,804,104	24,280,186	24,765,790	25,261,106
70' LOTS				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0			595,000	606,900	619,038	631,419	644,047	656,928	670,067	683,468	697,137	711,080	725,302	739,808	754,604	769,696	785,090	800,792	816,807	833,144	849,807	866,803
TAXABLE VALUE				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
100' LOTS				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0			680,000	693,600	707,472	721,621	736,054	750,775	765,790	781,106	796,728	812,663	828,916	845,495	862,404	879,653	897,246	915,190	933,494	952,164	971,207	990,632
TAXABLE VALUE				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
130' LOTS				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0			765,000	780,300	795,906	811,824	828,061	844,622	861,514	878,745	896,319	914,246	932,531	951,181	970,205	989,609	1,009,401	1,029,589	1,050,181	1,071,185	1,092,608	1,114,461
TAXABLE VALUE				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SF (CUMMULATIVE UNITS)				-	-	40	79	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120
REAL PROPERTY	TOTAL TAXABLE VALUE	-	-	-	-	18,872,205	38,499,298	59,498,914	60,688,893	61,902,671	63,140,724	64,403,539	65,691,609	67,005,441	68,345,550	69,712,461	71,106,711	72,528,845	73,979,422	75,459,010	76,968,190	78,507,554
City of Abilene		-	-	-	-	143,825	293,403	453,441	462,510	471,760	481,195	490,819	500,636	510,648	520,861	531,279	541,904	552,742	563,797	575,073	586,575	598,306
Taylor County		-	-	-	-	107,100	218,484	337,656	344,409	351,298	358,324	365,490	372,800	380,256	387,861	395,618	403,531	411,601	419,833	428,230	436,794	445,530
Abilene ISD		-	-	-	-	228,222	465,572	719,520	733,911	748,589	763,561	778,832	794,409	810,297	826,503	843,033	859,893	877,091	894,633	912,526	930,776	949,392
Total		-	-	-	-	479,146	977,459	1,510,618	1,540,830	1,571,647	1,603,080	1,635,141	1,667,844	1,701,201	1,735,225	1,769,930	1,805,328	1,841,435	1,878,264	1,915,829	1,954,145	1,993,228
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																						
City of Abilene		-	-	-	-	143,825	293,403	453,441	462,510	471,760	481,195	490,819	500,636	510,648	520,861	531,279	541,904	552,742	563,797	575,073	586,575	598,306
Taylor County		-	-	-	-	107,100	218,484	337,656	344,409	351,298	358,324	365,490	372,800	380,256	387,861	395,618	403,531	411,601	419,833	428,230	436,794	445,530
Abilene ISD		-	-	-	-	228,222	465,572	719,520	733,911	748,589	763,561	778,832	794,409	810,297	826,503	843,033	859,893	877,091	894,633	912,526	930,776	949,392
Total		-	-	-	-	479,146	977,459	1,510,618	1,540,830	1,571,647	1,603,080	1,635,141	1,667,844	1,701,201	1,735,225	1,769,930	1,805,328	1,841,435	1,878,264	1,915,829	1,954,145	1,993,228
PARTICIPATION																						
REAL PROPERTY	Taxable Value	-	-	-	-	18,872,205	38,499,298	59,498,914	60,688,893	61,902,671	63,140,724	64,403,539	65,691,609	67,005,441	68,345,550	69,712,461	71,106,711	72,528,845	73,979,422	75,459,010	76,968,190	78,507,554
City of Abilene		-	-	-	-	35,956	73,351	113,360	115,628	117,940	120,299	122,705	125,159	127,662	130,215	132,820	135,476	138,186	140,949	143,768	146,644	149,577
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	35,956	73,351	113,360	115,628	117,940	120,299	122,705	125,159	127,662	130,215	132,820	135,476	138,186	140,949	143,768	146,644	149,577
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																						
City of Abilene		-	-	-	-	35,956	73,351	113,360	115,628	117,940	120,299	122,705	125,159	127,662	130,215	132,820	135,476	138,186	140,949	143,768	146,644	149,577
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	35,956	73,351	113,360	115,628	117,940	120,299	122,705	125,159	127,662	130,215	132,820	135,476	138,186	140,949	143,768	146,644	149,577
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																						
SUMMARY																						
City of Abilene		-	-	-	-	107,869	220,052	340,081	346,883	353,820	360,897	368,115	375,477	382,986	390,646	398,459	406,428	414,557	422,848			

► INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	25.0%	0.1905250
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		0.1905250

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	0%	0.0000000
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		0.0000000

City of Abilene - Regular	0.01000000	0%	0.0000000
City of Abilene - Property Tax Relief	0.00500000	0%	0.0000000
ECOA (0.25%)	0.00500000	0%	0.0000000
	0.02000000		0.0000000

PHASE THREE		Final Delivery	AREA SF/UNITS	REAL PROPERTY		BPP		SALES	
				\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
55' LOTS	2030	86	\$	425,000	\$ 36,550,000		\$ -	\$ -	-
60' LOTS	2030	52	\$	510,000	\$ 26,520,000				
70' LOTS	2030	12	\$	595,000	\$ 7,140,000				
100' LOTS	2030	3	\$	680,000	\$ 2,040,000				
130' LOTS	2030	-	\$	765,000	\$ -				
TOTAL			153		72,250,000		-		-

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Abilene	30.0%	\$ 9,894,978	=	\$ 9,894,978	+	\$ -	+	\$ -
Taylor County	22.4%	\$ 7,368,324	=	\$ 7,368,324	+	\$ -	+	\$ -
Abilene ISD	47.6%	\$ 15,701,347	=	\$ 15,701,347	+	\$ -	+	\$ -
	100.0%	\$ 32,964,648		\$ 32,964,648		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Abilene	100.0%	\$ 2,473,744	=	\$ 2,473,744	+	\$ -	+	\$ -
Taylor County	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Abilene ISD	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
	100.0%	\$ 2,473,744		\$ 2,473,744		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

NET BENEFIT		TOTAL	REAL PROPERTY		PERSONAL		SALES	
City of Abilene	24.3%	\$ 7,421,233	=	\$ 7,421,233	+	\$ -	+	\$ -
Taylor County	24.2%	\$ 7,368,324	=	\$ 7,368,324	+	\$ -	+	\$ -
Abilene ISD	51.5%	\$ 15,701,347	=	\$ 15,701,347	+	\$ -	+	\$ -
	100.0%	\$ 30,490,904		\$ 30,490,904		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

Financial Feasibility Analysis

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
TOTAL TAX REVENUE																						
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
55' LOTS								28	57	86	86	86	86	86	86	86	86	86	86	86	86	86
86		-	425,000	433,500	442,170	451,013	460,034	469,234	478,619	488,191	497,955	507,914	518,073	528,434	539,003	549,783	560,778	571,994	583,434	595,103	607,005	619,145
TAXABLE VALUE				-	-	-	-	13,316,871	27,166,416	41,984,461	42,824,150	43,680,633	44,554,246	45,445,331	46,354,238	47,281,322	48,226,949	49,191,488	50,175,318	51,178,824	52,202,400	53,246,448
60' LOTS								17	34	52	52	52	52	52	52	52	52	52	52	52	52	52
52			510,000	520,200	530,604	541,216	552,040	563,081	574,343	585,830	597,546	609,497	621,687	634,121	646,803	659,739	672,934	686,393	700,121	714,123	728,406	742,974
TAXABLE VALUE				-	-	-	-	9,662,474	19,711,446	30,463,144	31,072,407	31,693,855	32,327,732	32,974,287	33,633,772	34,306,448	34,992,577	35,692,428	36,406,277	37,134,402	37,877,090	38,634,632
70' LOTS								4	8	12	12	12	12	12	12	12	12	12	12	12	12	12
12			595,000	606,900	619,038	631,419	644,047	656,928	670,067	683,468	697,137	711,080	725,302	739,808	754,604	769,696	785,090	800,792	816,807	833,144	849,807	866,803
TAXABLE VALUE				-	-	-	-	2,601,435	5,306,928	8,201,616	8,365,648	8,532,961	8,703,620	8,877,693	9,055,246	9,236,351	9,421,078	9,609,500	9,801,690	9,997,724	10,197,678	10,401,632
100' LOTS								1	2	3	3	3	3	3	3	3	3	3	3	3	3	3
3			680,000	693,600	707,472	721,621	736,054	750,775	765,790	781,106	796,728	812,663	828,916	845,495	862,404	879,653	897,246	915,190	933,494	952,164	971,207	990,632
TAXABLE VALUE				-	-	-	-	743,267	1,516,265	2,343,319	2,390,185	2,437,989	2,486,749	2,536,484	2,587,213	2,638,958	2,691,737	2,745,571	2,800,483	2,856,492	2,913,622	2,971,895
130' LOTS								-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
0			765,000	780,300	795,906	811,824	828,061	844,622	861,514	878,745	896,319	914,246	932,531	951,181	970,205	989,609	1,009,401	1,029,589	1,050,181	1,071,185	1,092,608	1,114,461
TAXABLE VALUE				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SF (CUMMULATIVE UNITS)				-	-	-	-	50	101	153	153	153	153	153	153	153	153	153	153	153	153	153
REAL PROPERTY	TOTAL TAXABLE VALUE	-	-	-	-	-	-	26,324,047	53,701,055	82,992,539	84,652,390	86,345,438	88,072,347	89,833,794	91,630,470	93,463,079	95,332,341	97,238,987	99,183,767	101,167,443	103,190,791	105,254,607
City of Abilene		-	-	-	-	-	-	200,616	409,256	632,486	645,136	658,039	671,199	684,623	698,316	712,282	726,528	741,058	755,879	770,997	786,417	802,145
Taylor County		-	-	-	-	-	-	149,389	304,753	470,983	480,402	490,010	499,811	509,807	520,003	530,403	541,011	551,831	562,868	574,125	585,608	597,320
Abilene ISD		-	-	-	-	-	-	318,337	649,407	1,003,629	1,023,701	1,044,175	1,065,059	1,086,360	1,108,087	1,130,249	1,152,854	1,175,911	1,199,429	1,223,418	1,247,886	1,272,844
Total		-	-	-	-	-	-	668,341	1,363,416	2,107,098	2,149,240	2,192,224	2,236,069	2,280,790	2,326,406	2,372,934	2,420,393	2,468,801	2,518,177	2,568,540	2,619,911	2,672,309
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																						
City of Abilene		-	-	-	-	-	-	200,616	409,256	632,486	645,136	658,039	671,199	684,623	698,316	712,282	726,528	741,058	755,879	770,997	786,417	802,145
Taylor County		-	-	-	-	-	-	149,389	304,753	470,983	480,402	490,010	499,811	509,807	520,003	530,403	541,011	551,831	562,868	574,125	585,608	597,320
Abilene ISD		-	-	-	-	-	-	318,337	649,407	1,003,629	1,023,701	1,044,175	1,065,059	1,086,360	1,108,087	1,130,249	1,152,854	1,175,911	1,199,429	1,223,418	1,247,886	1,272,844
Total		-	-	-	-	-	-	668,341	1,363,416	2,107,098	2,149,240	2,192,224	2,236,069	2,280,790	2,326,406	2,372,934	2,420,393	2,468,801	2,518,177	2,568,540	2,619,911	2,672,309
PARTICIPATION																						
REAL PROPERTY	Taxable Value	-	-	-	-	-	-	26,324,047	53,701,055	82,992,539	84,652,390	86,345,438	88,072,347	89,833,794	91,630,470	93,463,079	95,332,341	97,238,987	99,183,767	101,167,443	103,190,791	105,254,607
City of Abilene		-	-	-	-	-	-	50,154	102,314	158,122	161,284	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	50,154	102,314	158,122	161,284	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																						
City of Abilene		-	-	-	-	-	-	50,154	102,314	158,122	161,284	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	50,154	102,314	158,122	161,284	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																						
SUMMARY																						
City of Abilene		-	-	-	-	-	-	150,462	306,942	474,365	483,852	493,529	503,400	513,468	523,737	534,212	544,896	555,794	566,910	578,248	589,813	601,609
Taylor County		-	-	-	-	-	-	149,389	304,753	470,983	480,402	490,010	499,811	509,807	520,003	530,403	541,011	551,831	562,868	574,125	585,608	597,320
Abilene ISD		-	-	-	-	-	-	318,337	649,407	1,003,629	1,023,701	1,044,175	1,065,059	1,086,360	1,108,087	1,130,249	1,152,854	1,175,911	1,199,429	1,223,418	1,247,886	1,272,844
Total		-	-	-	-	-	-	618,187	1,261,102	1,948,976	1,987,956	2,027,715	2,068,269	2,109,634	2,151,827	2,194,864	2,238,761	2,283,536	2,329,207	2,375,791	2,423,307	2,471,773

PHASE FOUR : INPUT & OUTPUT

► INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	25.0%	0.1905250
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		0.1905250

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	0%	0.0000000
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		0.0000000

City of Abilene - Regular	0.01000000	0%	0.0000000
City of Abilene - Property Tax Relief	0.00500000	0%	0.0000000
ECOA (0.25%)	0.00500000	0%	0.0000000
	0.02000000		0.0000000

PHASE FOUR		Final Delivery	AREA SF/UNITS	REAL PROPERTY		BPP		SALES	
				\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
55' LOTS	2032	86	\$	425,000	\$	36,550,000		\$	-
60' LOTS	2032	52	\$	510,000	\$	26,520,000			
70' LOTS	2032	12	\$	595,000	\$	7,140,000			
100' LOTS	2032	3	\$	680,000	\$	2,040,000			
130' LOTS	2032	-	\$	765,000	\$	-			
TOTAL		153			72,250,000		-		-

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL	SALES	
City of Abilene	30.0%	\$ 8,641,994	=	\$ 8,641,994	+	\$ -
Taylor County	22.4%	\$ 6,435,286	=	\$ 6,435,286	+	\$ -
Abilene ISD	47.6%	\$ 13,713,113	=	\$ 13,713,113	+	\$ -
	100.0%	28,790,394		\$ 28,790,394		\$ -
		100.0%		100.0%		0.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL	SALES	
City of Abilene	100.0%	\$ 2,160,499	=	\$ 2,160,499	+	\$ -
Taylor County	0.0%	\$ -	=	\$ -	+	\$ -
Abilene ISD	0.0%	\$ -	=	\$ -	+	\$ -
	100.0%	\$ 2,160,499		\$ 2,160,499		\$ -
		100.0%		100.0%		0.0%

NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL	SALES	
City of Abilene	24.3%	\$ 6,481,496	=	\$ 6,481,496	+	\$ -
Taylor County	24.2%	\$ 6,435,286	=	\$ 6,435,286	+	\$ -
Abilene ISD	51.5%	\$ 13,713,113	=	\$ 13,713,113	+	\$ -
	100.0%	\$ 26,629,896		\$ 26,629,896		\$ -
		100.0%		100.0%		0.0%

Financial Feasibility Analysis

[illegible]

PHASE FIVE : INPUT & OUTPUT

► INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	25.0%	0.1905250
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
2.53890000			0.1905250

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	0%	0.0000000
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
2.53890000			0.0000000

City of Abilene - Regular	0.01000000	0%	0.0000000
City of Abilene - Property Tax Relief	0.00500000	0%	0.0000000
ECOA (0.25%)	0.00500000	0%	0.0000000
0.02000000			0.0000000

PHASE FIVE		Final Delivery	AREA SF/UNITS	REAL PROPERTY \$ / SF	TAX VALUE	BPP \$ / SF	TAX VALUE	SALES \$ / SF	TAX VALUE
55' LOTS	2034	86	\$	425,000	\$	36,550,000	\$ -	\$ -	-
60' LOTS	2034	52	\$	510,000	\$	26,520,000			
70' LOTS	2034	12	\$	595,000	\$	7,140,000			
100' LOTS	2034	3	\$	680,000	\$	2,040,000			
130' LOTS	2034	-	\$	765,000	\$	-			
TOTAL		153		72,250,000		-			-

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES	
City of Abilene	30.0%	\$ 7,338,391	=	\$ 7,338,391	+	\$ -
Taylor County	22.4%	\$ 5,464,554	=	\$ 5,464,554	+	\$ -
Abilene ISD	47.6%	\$ 11,644,556	=	\$ 11,644,556	+	\$ -
100.0%		24,447,500		\$ 24,447,500		\$ -
		100.0%		100.0%	0.0%	0.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES	
City of Abilene	100.0%	\$ 1,834,598	=	\$ 1,834,598	+	\$ -
Taylor County	0.0%	\$ -	=	\$ -	+	\$ -
Abilene ISD	0.0%	\$ -	=	\$ -	+	\$ -
100.0%		1,834,598		\$ 1,834,598		\$ -
		100.0%		100.0%	0.0%	0.0%

NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES	
City of Abilene	24.3%	\$ 5,503,793	=	\$ 5,503,793	+	\$ -
Taylor County	24.2%	\$ 5,464,554	=	\$ 5,464,554	+	\$ -
Abilene ISD	51.5%	\$ 11,644,556	=	\$ 11,644,556	+	\$ -
100.0%		22,612,903		\$ 22,612,903		\$ -
		100.0%		100.0%	0.0%	0.0%

Financial Feasibility Analysis

Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
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TOTAL TAX REVENUE																							
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	
55' LOTS												28	57	86	86	86	86	86	86	86	86	86	
	86	-	425,000	433,500	442,170	451,013	460,034	469,234	478,619	488,191	497,955	507,914	518,073	528,434	539,003	549,783	560,778	571,994	583,434	595,103	607,005	619,145	
	TAXABLE VALUE			-	-	-	-	-	-	-	-	14,414,609	29,405,802	45,445,331	46,354,238	47,281,322	48,226,949	49,191,488	50,175,318	51,178,824	52,202,400	53,246,448	
60' LOTS												17	34	52	52	52	52	52	52	52	52	52	
	52		510,000	520,200	530,604	541,216	552,040	563,081	574,343	585,830	597,546	609,497	621,687	634,121	646,803	659,739	672,934	686,393	700,121	714,123	728,406	742,974	
	TAXABLE VALUE			-	-	-	-	-	-	-	-	10,458,972	21,336,303	32,974,287	33,633,772	34,306,448	34,992,577	35,692,428	36,406,277	37,134,402	37,877,090	38,634,632	
70' LOTS												4	8	12	12	12	12	12	12	12	12	12	
	12		595,000	606,900	619,038	631,419	644,047	656,928	670,067	683,468	697,137	711,080	725,302	739,808	754,604	769,696	785,090	800,792	816,807	833,144	849,807	866,803	
	TAXABLE VALUE			-	-	-	-	-	-	-	-	2,815,877	5,744,389	8,877,693	9,055,246	9,236,351	9,421,078	9,609,500	9,801,690	9,997,724	10,197,678	10,401,632	
100' LOTS												1	2	3	3	3	3	3	3	3	3	3	
	3		680,000	693,600	707,472	721,621	736,054	750,775	765,790	781,106	796,728	812,663	828,916	845,495	862,404	879,653	897,246	915,190	933,494	952,164	971,207	990,632	
	TAXABLE VALUE			-	-	-	-	-	-	-	-	804,536	1,641,254	2,536,484	2,587,213	2,638,958	2,691,737	2,745,571	2,800,483	2,856,492	2,913,622	2,971,895	
130' LOTS																							
	0		765,000	780,300	795,906	811,824	828,061	844,622	861,514	878,745	896,319	914,246	932,531	951,181	970,205	989,609	1,009,401	1,029,589	1,050,181	1,071,185	1,092,608	1,114,461	
	TAXABLE VALUE			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SF (CUMMULATIVE UNITS)				-	-	-	-	-	-	-	-	50	101	153	153	153	153	153	153	153	153	153	
REAL PROPERTY	TOTAL TAXABLE VALUE	-	-	-	-	-	-	-	-	-	-	28,493,995	58,127,749	89,833,794	91,630,470	93,463,079	95,332,341	97,238,987	99,183,767	101,167,443	103,190,791	105,254,607	
City of Abilene		-	-	-	-	-	-	-	-	-	-	217,153	442,992	684,623	698,316	712,282	726,528	741,058	755,879	770,997	786,417	802,145	
Taylor County		-	-	-	-	-	-	-	-	-	-	161,703	329,875	509,807	520,003	530,403	541,011	551,831	562,868	574,125	585,608	597,320	
Abilene ISD		-	-	-	-	-	-	-	-	-	-	344,578	702,939	1,086,360	1,108,087	1,130,249	1,152,854	1,175,911	1,199,429	1,223,418	1,247,886	1,272,844	
Total		-	-	-	-	-	-	-	-	-	-	723,434	1,475,805	2,280,790	2,326,406	2,372,934	2,420,393	2,468,801	2,518,177	2,568,540	2,619,911	2,672,309	24,447,500
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SUMMARY																							
City of Abilene		-	-	-	-	-	-	-	-	-	-	217,153	442,992	684,623	698,316	712,282	726,528	741,058	755,879	770,997	786,417	802,145	
Taylor County		-	-	-	-	-	-	-	-	-	-	161,703	329,875	509,807	520,003	530,403	541,011	551,831	562,868	574,125	585,608	597,320	
Abilene ISD		-	-	-	-	-	-	-	-	-	-	344,578	702,939	1,086,360	1,108,087	1,130,249	1,152,854	1,175,911	1,199,429	1,223,418	1,247,886	1,272,844	
Total		-	-	-	-	-	-	-	-	-	-	723,434	1,475,805	2,280,790	2,326,406	2,372,934	2,420,393	2,468,801	2,518,177	2,568,540	2,619,911	2,672,309	24,447,500
PARTICIPATION																							
REAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	28,493,995	58,127,749	89,833,794	91,630,470	93,463,079	95,332,341	97,238,987	99,183,767	101,167,443	103,190,791	105,254,607	
City of Abilene		-	-	-	-	-	-	-	-	-	-	54,288	110,748	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	54,288	110,748	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	1,834,598
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
SUMMARY																							
City of Abilene		-	-	-	-	-	-	-	-	-	-	54,288	110,748	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	GROSS
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,834,598
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	54,288	110,748	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	1,834,598
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																							
SUMMARY																							
City of Abilene		-	-	-	-	-	-	-	-	-	-	162,865	332,244	513,468	523,737	534,212	544,896	555,794	566,910	578,248	589,813	601,609	GROSS
Taylor County		-	-	-	-	-	-	-	-	-	-	161,703	329,875	509,807	520,003	530,403	541,011	551,831	562,868	574,125	585,608	597,320	5,503,793
Abilene ISD		-	-	-	-	-	-	-	-	-	-	344,578	702,939	1,086,360	1,108,087	1,130,249	1,152,854	1,175,911	1,199,429	1,223,418	1,247,886	1,272,844	5,464,554
Total		-	-	-	-	-	-	-	-	-	-	669,146	1,365,058	2,109,634	2,151,827	2,194,864	2,238,761	2,283,536	2,329,207	2,375,791	2,423,307	2,471,773	11,644,556

PHASE SIX : INPUT & OUTPUT

► INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	25.0%	0.1905250
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		0.1905250

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	0%	0.0000000
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		0.0000000

City of Abilene - Regular	0.01000000	0%	0.0000000
City of Abilene - Property Tax Relief	0.00500000	0%	0.0000000
ECOA (0.25%)	0.00500000	0%	0.0000000
	0.02000000		0.0000000

PHASE SIX	Final Delivery	AREA SF/UNITS	REAL PROPERTY		BPP		SALES	
			\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
55' LOTS	2036	86	\$ 425,000	\$ 36,550,000		\$ -	\$ -	\$ -
60' LOTS	2036	52	\$ 510,000	\$ 26,520,000				
70' LOTS	2036	11	\$ 595,000	\$ 6,545,000				
100' LOTS	2036	3	\$ 680,000	\$ 2,040,000				
130' LOTS	2036	-	\$ 765,000	\$ -				
TOTAL		152		71,655,000		-		-

► OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Abilene	30.0%	\$ 5,932,857	=	\$ 5,932,857	+	\$ -	+	\$ -
Taylor County	22.4%	\$ 4,417,919	=	\$ 4,417,919	+	\$ -	+	\$ -
Abilene ISD	47.6%	\$ 9,414,255	=	\$ 9,414,255	+	\$ -	+	\$ -
	100.0%	\$ 19,765,031		\$ 19,765,031		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Abilene	100.0%	\$ 1,483,214	=	\$ 1,483,214	+	\$ -	+	\$ -
Taylor County	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
Abilene ISD	0.0%	\$ -	=	\$ -	+	\$ -	+	\$ -
	100.0%	\$ 1,483,214		\$ 1,483,214		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

NET BENEFIT		TOTAL	REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Abilene	24.3%	\$ 4,449,643	=	\$ 4,449,643	+	\$ -	+	\$ -
Taylor County	24.2%	\$ 4,417,919	=	\$ 4,417,919	+	\$ -	+	\$ -
Abilene ISD	51.5%	\$ 9,414,255	=	\$ 9,414,255	+	\$ -	+	\$ -
	100.0%	\$ 18,281,817		\$ 18,281,817		\$ -		\$ -
		100.0%		100.0%		0.0%		0.0%

Financial Feasibility Analysis

Calendar Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
TOTAL TAX REVENUE																						
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
55' LOTS														28	57	86	86	86	86	86	86	86
	86	-	425,000	433,500	442,170	451,013	460,034	469,234	478,619	488,191	497,955	507,914	518,073	528,434	539,003	549,783	560,778	571,994	583,434	595,103	607,005	619,145
	TAXABLE VALUE			-	-	-	-	-	-	-	-	-	-	14,996,959	30,593,797	47,281,322	48,226,949	49,191,488	50,175,318	51,178,824	52,202,400	53,246,448
60' LOTS														17	34	52	52	52	52	52	52	52
	52		510,000	520,200	530,604	541,216	552,040	563,081	574,343	585,830	597,546	609,497	621,687	634,121	646,803	659,739	672,934	686,393	700,121	714,123	728,406	742,974
	TAXABLE VALUE			-	-	-	-	-	-	-	-	-	-	10,881,515	22,198,290	34,306,448	34,992,577	35,692,428	36,406,277	37,134,402	37,877,090	38,634,632
70' LOTS														4	7	11	11	11	11	11	11	11
	11		595,000	606,900	619,038	631,419	644,047	656,928	670,067	683,468	697,137	711,080	725,302	739,808	754,604	769,696	785,090	800,792	816,807	833,144	849,807	866,803
	TAXABLE VALUE			-	-	-	-	-	-	-	-	-	-	2,685,502	5,478,424	8,466,655	8,635,989	8,808,708	8,984,882	9,164,580	9,347,872	9,534,829
100' LOTS														1	2	3	3	3	3	3	3	3
	3		680,000	693,600	707,472	721,621	736,054	750,775	765,790	781,106	796,728	812,663	828,916	845,495	862,404	879,653	897,246	915,190	933,494	952,164	971,207	990,632
	TAXABLE VALUE			-	-	-	-	-	-	-	-	-	-	837,040	1,707,561	2,638,958	2,691,737	2,745,571	2,800,483	2,856,492	2,913,622	2,971,895
130' LOTS														-	-	-	-	-	-	-	-	-
	0		765,000	780,300	795,906	811,824	828,061	844,622	861,514	878,745	896,319	914,246	932,531	951,181	970,205	989,609	1,009,401	1,029,589	1,050,181	1,071,185	1,092,608	1,114,461
	TAXABLE VALUE			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SF (CUMMULATIVE UNITS)				-	-	-	-	-	-	-	-	-	-	50	100	152	152	152	152	152	152	152
REAL PROPERTY		TOTAL TAXABLE VALUE	-	-	-	-	-	-	-	-	-	-	-	29,401,015	59,978,071	92,693,383	94,547,251	96,438,196	98,366,960	100,334,299	102,340,985	104,387,805
City of Abilene			-	-	-	-	-	-	-	-	-	-	-	224,065	457,093	706,416	720,545	734,955	749,655	764,648	779,941	795,539
Taylor County			-	-	-	-	-	-	-	-	-	-	-	166,851	340,376	526,035	536,556	547,287	558,232	569,397	580,785	592,401
Abilene ISD			-	-	-	-	-	-	-	-	-	-	-	355,546	725,315	1,120,941	1,143,360	1,166,227	1,189,552	1,213,343	1,237,610	1,262,362
Total			-	-	-	-	-	-	-	-	-	-	-	746,462	1,522,783	2,353,392	2,400,460	2,448,469	2,497,439	2,547,388	2,598,335	2,650,302
PERSONAL PROPERTY		Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Abilene			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX		Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																						
City of Abilene			-	-	-	-	-	-	-	-	-	-	-	224,065	457,093	706,416	720,545	734,955	749,655	764,648	779,941	795,539
Taylor County			-	-	-	-	-	-	-	-	-	-	-	166,851	340,376	526,035	536,556	547,287	558,232	569,397	580,785	592,401
Abilene ISD			-	-	-	-	-	-	-	-	-	-	-	355,546	725,315	1,120,941	1,143,360	1,166,227	1,189,552	1,213,343	1,237,610	1,262,362
Total			-	-	-	-	-	-	-	-	-	-	-	746,462	1,522,783	2,353,392	2,400,460	2,448,469	2,497,439	2,547,388	2,598,335	2,650,302
PARTICIPATION																						
REAL PROPERTY		Taxable Value	-	-	-	-	-	-	-	-	-	-	-	29,401,015	59,978,071	92,693,383	94,547,251	96,438,196	98,366,960	100,334,299	102,340,985	104,387,805
City of Abilene			-	-	-	-	-	-	-	-	-	-	-	56,016	114,273	176,604	180,136	183,739	187,414	191,162	194,985	198,885
Taylor County			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total			-	-	-	-	-	-	-	-	-	-	-	56,016	114,273	176,604	180,136	183,739	187,414	191,162	194,985	198,885
PERSONAL PROPERTY		Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Abilene			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX		Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																						
City of Abilene			-	-	-	-	-	-	-	-	-	-	-	56,016	114,273	176,604	180,136	183,739	187,414	191,162	194,985	198,885
Taylor County			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total			-	-	-	-	-	-	-	-	-	-	-	56,016	114,273	176,604	180,136	183,739	187,414	191,162	194,985	198,885
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																						
SUMMARY																						
City of Abilene			-	-	-	-	-	-	-	-	-	-	-	168,049	342,820	529,812	540,408	551,217	562,241	573,486	584,955	596,655
Taylor County			-	-	-	-	-	-	-	-	-	-	-	166,851	340,376	526,035	536,556	547,287	558,232	569,397	580,785	592,401
Abilene ISD			-	-	-	-	-	-	-	-	-	-	-	355,546	725,315	1,120,941	1,143,360	1,166,227	1,189,552	1,213,343	1,237,610	1,262,362
Total			-	-	-	-	-	-	-	-	-	-	-	690,446	1,408,510	2,176,788	2,220,324	2,264,730	2,310,025	2,356,226	2,403,350	2,451,417

Financial Feasibility Analysis - Proposed TIRZ Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

[illegible]

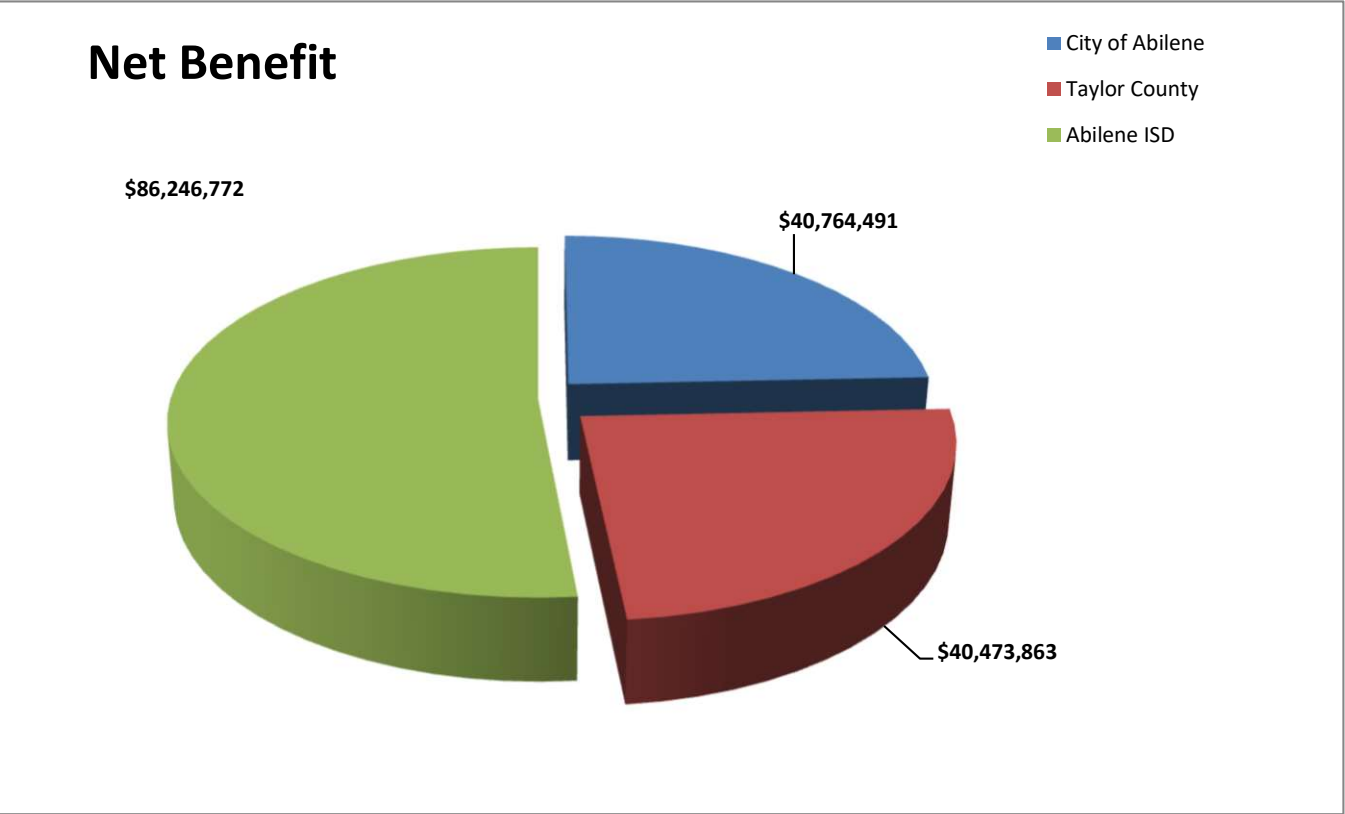
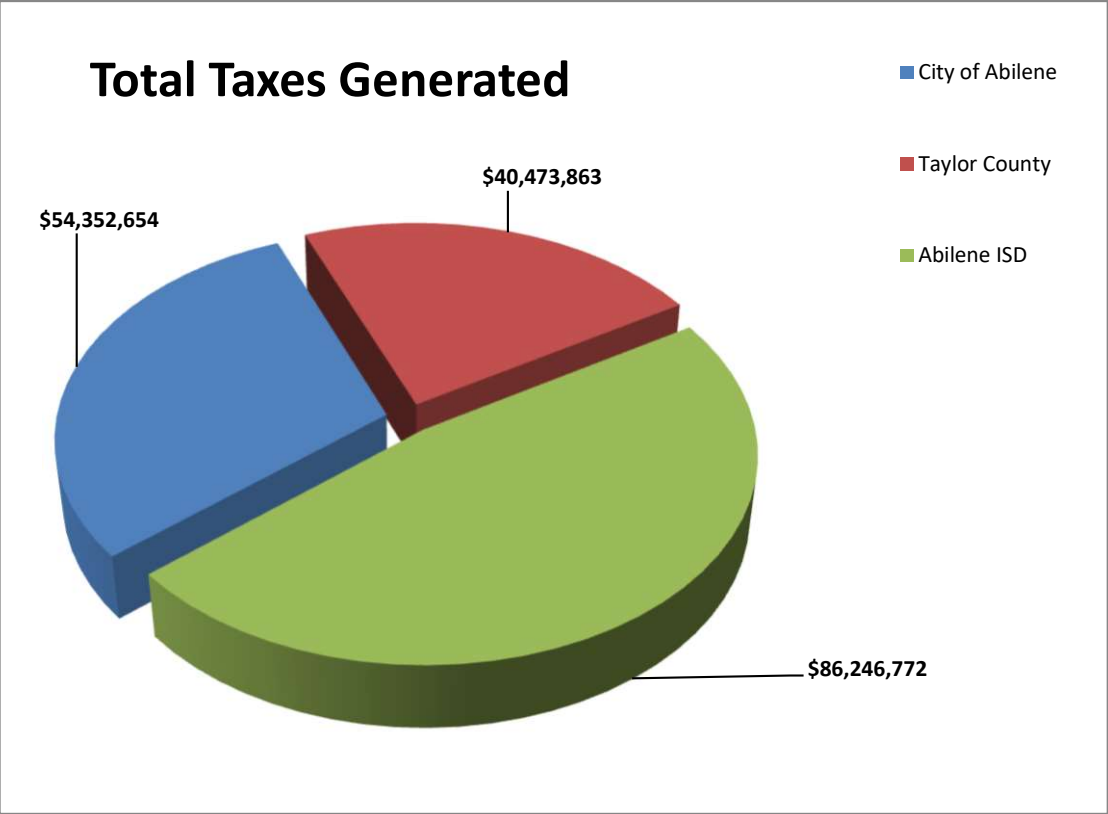
Financial Feasibility Analysis - 100% of Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

TAXABLE BASE YEAR GROWTH DISCOUNT RATE										2.00% 6.00%																														
										REAL PROPERTY TAX			BUSINESS PERSONAL PROPERTY TAX			SALES TAX																								
City of Abilene										0.7621000			100%			0.7621000			0.0100000			100.00%			0.0100000			City of Abilene - Regular												
Taylor County										0.5675000			100%			0.5675000			0.0050000			100.00%			0.0050000			City of Abilene - Property Tax Relief												
Abilene ISD										1.2093000			100%			1.2093000			0.0050000			100.00%			0.0050000			ECOA (0.25%)												
										2.5399000						2.5399000																								
										2.5399000						2.5399000																								
TAX YEAR	BASE YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTALS																		
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042																			
BASE YEAR	City of Abilene	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565																			
	Taylor County	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565																			
	Abilene ISD	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565	1,736,565																			
TAXABLE VALUE	City of Abilene	1,736,565	1,771,296	1,806,722	1,842,857	1,879,714	1,917,308	1,955,654	1,994,767	2,034,663	2,075,356	2,116,863	2,159,200	2,202,384	2,246,432	2,291,361	2,337,188	2,383,932	2,431,610	2,480,242	2,529,847	2,580,444																		
	Taylor County	1,736,565	1,771,296	1,806,722	1,842,857	1,879,714	1,917,308	1,955,654	1,994,767	2,034,663	2,075,356	2,116,863	2,159,200	2,202,384	2,246,432	2,291,361	2,337,188	2,383,932	2,431,610	2,480,242	2,529,847	2,580,444																		
	Abilene ISD	1,736,565	1,771,296	1,806,722	1,842,857	1,879,714	1,917,308	1,955,654	1,994,767	2,034,663	2,075,356	2,116,863	2,159,200	2,202,384	2,246,432	2,291,361	2,337,188	2,383,932	2,431,610	2,480,242	2,529,847	2,580,444																		
TAXABLE VALUE INCREMENT	City of Abilene		34,731	70,157	106,292	143,149	180,743	219,089	258,202	298,098	338,791	380,298	422,635	465,819	509,867	554,796	600,623	647,367	695,045	743,677	793,282	843,879																		
	Taylor County		34,731	70,157	106,292	143,149	180,743	219,089	258,202	298,098	338,791	380,298	422,635	465,819	509,867	554,796	600,623	647,367	695,045	743,677	793,282	843,879																		
	Abilene ISD		34,731	70,157	106,292	143,149	180,743	219,089	258,202	298,098	338,791	380,298	422,635	465,819	509,867	554,796	600,623	647,367	695,045	743,677	793,282	843,879																		
REVENUE A TAXABLE VALUE GROWTH																																								
	City of Abilene	265	535	810	1,091	1,377	1,670	1,968	2,272	2,582	2,898	3,221	3,550	3,886	4,228	4,577	4,934	5,297	5,668	6,046	6,431	63,304	City of Abilene																	
	Taylor County	197	398	603	812	1,026	1,243	1,465	1,692	1,923	2,158	2,398	2,644	2,893	3,148	3,409	3,674	3,944	4,220	4,502	4,789	47,140	Taylor County																	
	Abilene ISD	420	848	1,285	1,731	2,186	2,649	3,122	3,605	4,097	4,599	5,111	5,633	6,166	6,709	7,263	7,829	8,405	8,993	9,593	10,205	100,451	Abilene ISD																	
		882	1,781	2,699	3,634	4,589	5,562	6,555	7,568	8,602	9,655	10,730	11,827	12,945	14,086	15,249	16,436	17,647	18,881	20,141	21,425	210,895																		
REVENUE 1 PHASE ONE																																								
REAL PROPERTY TAX BUSINESS PERSONAL PROPERTY		0	16,573,572	58,111,750	89,390,856	91,178,673	93,002,246	94,862,291	96,759,537	98,694,728	100,668,623	102,681,995	104,735,635	106,830,348	108,966,955	111,146,294	113,369,219	115,636,604	117,949,336	120,308,323	122,714,489																			
	City of Abilene	0	126,307	442,870	681,248	694,873	708,770	722,946	737,404	752,153	767,196	782,539	798,190	814,154	830,437	847,046	863,987	881,267	898,892	916,870	935,207	14,202,354	City of Abilene																	
	Taylor County	0	94,055	329,784	507,293	517,439	527,788	538,344	549,110	560,093	571,294	582,720	594,375	606,262	618,387	630,755	643,370	656,238	669,362	682,750	696,405	10,575,825	Taylor County																	
	Abilene ISD	0	200,424	702,745	1,081,004	1,102,624	1,124,676	1,147,170	1,170,113	1,193,515	1,217,386	1,241,733	1,266,568	1,291,899	1,317,737	1,344,092	1,370,974	1,398,393	1,426,361	1,454,889	1,483,986	22,536,291	Abilene ISD																	
		0	420,786	1,475,399	2,269,544	2,314,935	2,361,234	2,408,459	2,456,628	2,505,760	2,555,876	2,606,993	2,659,133	2,712,316	2,766,562	2,821,893	2,878,331	2,935,898	2,994,616	3,054,508	3,115,598	47,314,470																		
REVENUE 2 PHASE TWO																																								
REAL PROPERTY TAX BUSINESS PERSONAL PROPERTY		0	0	0	18,872,205	38,499,298	59,498,914	60,688,893	61,902,671	63,140,724	64,403,539	65,691,609	67,005,441	68,345,550	69,712,461	71,106,711	72,528,845	73,979,422	75,459,010	76,968,190	78,507,554																			
	City of Abilene	0	0	0	143,825	293,403	453,441	462,510	471,760	481,195	490,819	500,636	510,648	520,861	531,279	541,904	552,742	563,797	575,073	586,575	598,306	8,278,776	City of Abilene																	
	Taylor County	0	0	0	107,100	218,484	337,656	344,409	351,298	358,324	365,490	372,800	380,256	387,861	395,618	403,531	411,601	419,833	428,230	436,794	445,530	6,164,815	Taylor County																	
	Abilene ISD	0	0	0	228,222	465,572	719,520	733,911	748,589	763,561	778,832	794,409	810,297	826,503	843,033	859,893	877,091	894,633	912,526	930,776	949,392	13,136,759	Abilene ISD																	
		0	0	0	479,146	977,459	1,510,618	1,540,830	1,571,647	1,603,080	1,635,141	1,667,844	1,701,201	1,735,225	1,769,930	1,805,328	1,841,435	1,878,264	1,915,829	1,954,145	1,993,228	27,580,351																		
REVENUE 3 PHASE THREE																																								
REAL PROPERTY TAX BUSINESS PERSONAL PROPERTY		0	0	0	0	0	26,324,047	53,701,055	82,992,539	84,652,390	86,345,438	88,072,347	89,833,794	91,630,470	93,463,079	95,332,341	97,238,987	99,183,767	101,167,443	103,190,791	105,254,607																			
	City of Abilene	0	0	0	0	0	200,616	409,256	632,486	645,136	658,039	671,199	684,623	698,316	712,282	726,528	741,058	755,879	770,997	786,417	802,145	9,894,978	City of Abilene																	
	Taylor County	0	0	0	0	0	149,389	304,753	470,983	480,402	490,010	499,811	509,807	520,003	530,403	541,011	551,831	562,868	574,125	585,608	597,320	7,368,324	Taylor County																	
	Abilene ISD	0	0	0	0	0	318,337	649,407	1,003,629	1,023,701	1,044,175	1,065,059	1,086,360	1,108,087	1,130,249	1,152,854	1,175,911	1,199,429	1,223,418	1,247,886	1,272,844	15,701,347	Abilene ISD																	
		0	0	0	0	0	668,341	1,363,416	2,107,098	2,149,240	2,192,224	2,236,069	2,280,790	2,326,406	2,372,934	2,420,393	2,468,801	2,518,177	2,568,540	2,619,911	2,672,309	32,964,648																		
REVENUE 4 PHASE FOUR																																								
REAL PROPERTY TAX BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	27,387,538	55,870,578	86,345,438	88,072,347	89,833,794	91,630,470	93,463,079	95,332,341	97,238,987	99,183,767	101,167,443	103,190,791	105,254,607																			
	City of Abilene	0	0	0	0	0	0	0	208,720	425,790	658,039	671,199	684,623	698,316	712,282	726,528	741,058	755,879	770,997	786,417	802,145	8,641,994	City of Abilene																	
	Taylor County	0	0	0	0	0	0	0	155,424	317,066	490,010	499,811	509,807	520,003	530,403	541,011	551,831	562,868	574,125	585,608	597,320	6,435,286	Taylor County																	
	Abilene ISD	0	0	0	0	0	0	0	331,197	675,643	1,044,175	1,065,059	1,086,360	1,108,087	1,130,249	1,152,854	1,175,911	1,199,429	1,223,418	1,247,886	1,272,844	13,713,113	Abilene ISD																	
		0	0	0	0	0	0	0	695,342	1,418,498	2,192,224	2,236,069	2,280,790	2,326,406	2,372,934	2,420,393	2,468,801	2,518,177	2,568,540	2,619,911	2,672,309	28,790,394																		
REVENUE 5 PHASE FIVE																																								
REAL PROPERTY TAX BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	28,493,995	58,127,749	89,833,794	91,630,470	93,463,079	95,332,341	97,238,987	99,183,767	101,167,443	103,190,791	105,254,607																			
	City of Abilene	0	0	0	0	0	0	0	0	0	217,153	442,992	684,623	698,316	712,282	726,528	741,058	755,879	770,997	786,417	802,145	7,338,391	City of Abilene																	
	Taylor County	0	0	0	0	0	0	0	0	0	161,703	329,875	509,807	520,003	530,403	541,011	551,831	562,868	574,125	585,608	597,320	5,464,554	Taylor County																	
	Abilene ISD	0	0	0	0	0	0	0	0	0	344,578	702,939	1,086,360	1,108,087	1,130,249	1,152,854	1,175,911	1,199,429	1,223,418	1,247,886	1,272,844	11,644,556	Abilene ISD																	
		0	0	0	0	0	0	0	0	0	723,434	1,475,805	2,280,790	2,326,406	2,372,934	2,420,393	2,468,801	2,518,177	2,568,540	2,619,911	2,672,309	24,447,500																		
REVENUE 6 PHASE SIX																																								
REAL PROPERTY TAX BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	29,401,015	59,978,071	92,693,383	94,547,251	96,438,196	98,366,960	100,334,299	102,340,985	104,387,805																		
	City of Abilene	0	0	0	0	0	0	0	0	0	0	0	0	224,065	457,093	706,416	720,545	734,955	749,655	764,648	779,941	795,539	5,932																	

Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	TIF	Net Benefit
City of Abilene	\$54,352,654	\$13,588,164	\$40,764,491
Taylor County	\$40,473,863	\$0	\$40,473,863
Abilene ISD	\$86,246,772	\$0	\$86,246,772
Total	\$181,073,290	\$13,588,164	\$167,485,126





Projects Cost Estimates:

All project costs listed in the project plan shall be considered estimates and shall not be considered a cap on expenditures.

Length of TIRZ #3 in Years:

The TIRZ has a 20 year term and is scheduled to end on December 31, 2042 (with the final year’s tax increment to be collected by September 1, 2043).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone’s project and financing plan.

Property ID	Owner	Legal Description	Acres	2022 Taxable Value	
25617	ABILENE CHRISTIAN UNIVERSITY	RAINY CREEK FARMS BLOCK A LOT PT LOT 1	10.55982	\$	1,482,117
10497	ABILENE CHRISTIAN UNIVERSITY	MILK PRODUCERS PLAT BLOCK 1 LOT W381 X 450	4.125057	\$	199,284
10381	ABILENE CHRISTIAN UNIVERSITY	MILK PRODUCERS PLAT BLOCK 1 LOT W69 X 450	0.444636	\$	10,480
77146	ABILENE CHRISTIAN UNIVERSITY	A0668 SUR 38 B A L NE/4 ACRES 148.332	133.332	\$	10,485
22574	ABILENE CHRISTIAN UNIVERSITY	A0633 SUR 39 B A L NW/4 ACRES 35.64	34.28635	\$	4,891
22312	ABILENE CHRISTIAN UNIVERSITY	A0633 SUR 39 B A L NW/4 ACRES 33.20	33.43172	\$	2,811
22450	ABILENE CHRISTIAN UNIVERSITY	A0633 SUR 39 B A L NW/4 ACRES 1.49	1.494175	\$	6,644
25735	ABILENE CHRISTIAN UNIVERSITY	RAINY CREEK FARMS BLOCK A LOT PT LOT 1	72.24172	\$	7,374
61268	ABILENE CHRISTIAN UNIVERSITY	LAUREN ENGINEERING ADDN BLK 1 LOT 1	5.01572	\$	315
58751	ABILENE CHRISTIAN UNIVERSITY	A0798 SUR 38 B A L SW/4 ACRES 23.14	21.5067	\$	2,083
60604	ABILENE CHRISTIAN UNIVERSITY	A0663 SUR 39 B A L SW/4 ACRES 90.38	91.41777	\$	9,019
16273	ABILENE CHRISTIAN UNIVERSITY	A0833 SUR 39 B A L NW/4 ACRES 11.802	12.91394	\$	1,062
		Total	420.77	\$	1,736,565

*The 2022 base value will need to be verified by Taylor County Appraisal District.

ORDINANCE NO. 58-2022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, DESIGNATING A CONTIGUOUS GEOGRAPHIC AREA WITHIN THE CITY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER THREE, CITY OF ABILENE; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Abilene, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the Act provides that the governing body of a municipality by ordinance may designate a contiguous geographic area that is in the corporate limits of the municipality to be a reinvestment zone if the governing body determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future; and

WHEREAS, the City Council desires to promote the development of a certain contiguous geographic area in the City, which is more specifically described in *Exhibits "A" and "B"* of this Ordinance (the "Zone"), through the creation of a new reinvestment zone as authorized by and in accordance with the Tax Increment Financing Act, codified at Chapter 311 of the Texas Tax Code; and

WHEREAS, pursuant to and as required by the Act, the City has prepared a *Preliminary Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number Three, City of Abilene*, attached as *Exhibit C* (hereinafter referred to as the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone; and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in a newspaper having general circulation in the City on November 09, 2022, which date is before the seventh (7th) day before the public hearing held on November 17, 2022; and

WHEREAS, at the public hearing on November 17, 2022, interested persons were allowed to speak for or against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act; and

WHEREAS, evidence was received and presented at the public hearing on November 17, 2022, and in favor of the creation of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on November 17, 2022; and

WHEREAS, the City has taken all actions required to create the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act (defined herein), and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the proposed zone, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, a Preliminary Project and Finance Plan has been prepared for the proposed reinvestment zone.

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

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. FINDINGS.

That the City Council, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

- (a) That the public hearing on creation of the proposed reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and
- (b) That the creation of the proposed reinvestment zone with boundaries as described and depicted in *Exhibits "A" and "B"* will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and
- (c) That the proposed reinvestment zone, as defined in *Exhibits "A" and "B"*, meets the criteria for the creation of a reinvestment zone set forth in the Act in that:
 - 1. It is a geographic area located wholly within the City limits of the City; and
 - 2. That the City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the

proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.

- (d) That 30 percent or less of the property in the proposed reinvestment zone, excluding property dedicated to public use, is currently used for residential purposes; and
- (e) That the total appraised value of all taxable real property in the proposed reinvestment zone according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 25 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and
- (f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City or county; and
- (g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

SECTION 3. DESIGNATION AND NAME OF THE ZONE.

Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the area described and depicted in Exhibits "A" and "B" hereto as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number Three, City of Abilene, Texas (hereinafter referred to as the "Zone").

SECTION 4. BOARD OF DIRECTORS.

That a board of directors for the Zone ("Board") is hereby created. The Board shall consist of seven (7) members appointed by the Mayor and confirmed by the City Council per Section 311.009 of the Texas Tax Code. Additionally, each taxing unit that levies taxes within the Zone and chooses to contribute all or part of the tax increment produced by the unit into the tax increment fund may appoint one member of the board. The number of directors on the Board of Directors shall be increased by one for each taxing unit that appoints a director to the board; provided, that the maximum number of directors shall not exceed fifteen (15).

The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the City Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311 of the Texas Tax Code and all other applicable laws.

Notwithstanding anything to the contrary herein, the Board shall not be authorized to (i) issues bonds; (ii) impose taxes or fees; (iii) exercise the power of eminent domain, or (iv) give final approval to the Zone's project plan and financing plan.

SECTION 5. DURATION OF THE ZONE.

That the Zone shall take effect immediately upon the passage and approval of this Ordinance, consistent with Section 311.004(a)(3) of the Act, and termination of the Zone shall occur upon any of the following: (i) on December 31, 2042 (with the final year's tax increment to be collected by September 1, 2043); (ii) at an earlier time designated by subsequent ordinance; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Act.

SECTION 6. TAX INCREMENT BASE AND TAX INCREMENT.

That the tax increment base for the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2022, which is the year in which the Zone was designated as a reinvestment zone.

The TIF Fund shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the TIF Fund under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code, and (ii) twenty-five percent (25%) of the City's tax increment generated by the City's tax rate, as defined by section 311.012(a) of the Texas Tax Code, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment.

SECTION 7. TAX INCREMENT FUND.

That there is hereby created and established a "Tax Increment Fund" for the Zone which may be divided into such subaccounts as may be authorized by subsequent ordinance, into which all tax increments of the City, as such increments are described in the final project plan and reinvestment zone financing plan and may include administration costs, less any of the amounts not required to be paid into the Tax Increment Fund pursuant to the Act, are to be deposited. The Tax Increment Fund and any subaccounts are to be maintained in an account at the affiliated depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. In addition, all revenues from (i) the sale of any obligations hereafter issued by the City and secured in whole or in part from the tax increments; (ii) the sale of any property acquired as part of a tax increment financing plan adopted by the Board; and (iii) other revenues dedicated to and used in the Zone shall be deposited into the TIF Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project

costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b), Texas Tax Code. After the termination of the Zone, after all project costs and other obligations have been paid, any money remaining in the fund shall be disbursed back to the participating taxing units in proportion to each jurisdiction's share of the total tax increments collected, pursuant to Section 311.014(d).

SECTION 8. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 9. OPEN MEETINGS.

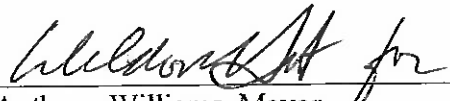
It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 10. EFFECTIVE DATE.

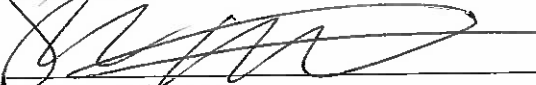
This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

PASSED AND APPROVED ON this 17th day of November 2022.

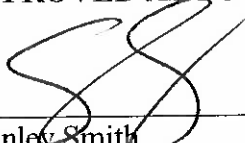
CITY OF ABILENE


Anthony Williams, Mayor

ATTEST:


Shawna Atkinson
City Secretary

APPROVED AS TO FORM:


Stanley Smith
City Attorney

APPROVED AS TO CONTENT:


Robert Hanna
City Manager

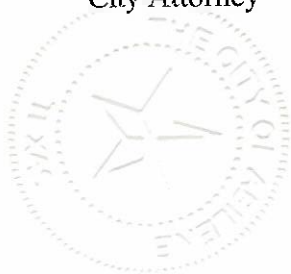


EXHIBIT A
BOUNDARY DESCRIPTION

Beginning at the northwest corner of Property ID 77146, continuing east along the northern boundary of Property ID 77146 to the point it meets Property ID 22450, thence

Continuing east along the northern boundary of Property ID 22450 to the point it meets the northwest corner of Property ID 25735 where it meets the southern right of way boundary of 10th Street, thence

East along the southern right of way boundary of 10th Street to the point it meets the western right of way boundary of Jake Roberts Freeway, thence

South along the western right of way boundary of Jake Roberts Freeway to the point it meets the northeast corner of Property ID 60604, thence

South along the eastern boundary of Property ID 60604 to the point it meets the northeast corner of Property ID 61268, thence

South along the eastern boundary of Property ID 61268 to the point it meets the northern right of way boundary of Interstate 20, thence

West along the northern right of way boundary of Interstate 20 to the point it meets the southeast corner of Property ID 60755, thence

North along the eastern boundary of Property ID 60755, continuing west along the northern boundary to the point it meets Property ID 10381, thence

South along the eastern boundary of Property ID 10381, continuing west along the southern boundary to the point it meets the southeast corner of Property ID 10497, thence

West along the southern boundary of Property ID 10497, continuing north along the western boundary to the point it meets the southern boundary of Property ID 58751, thence

West along the southern boundary of Property ID 58751, continuing north along the western boundary to the point it meets the southern boundary of Property ID 77146, thence

West along the southern boundary of Property ID 77146, continuing north along the western boundary to the northwest corner of Property ID 77146, which is the point of beginning.

EXHIBIT B
BOUNDARY MAP



 - TIRZ Boundary

EXHIBIT C
PRELIMINARY PROJECT PLAN AND FINANCE PLAN

Tax Increment Reinvestment Zone #3 City of Abilene, Texas



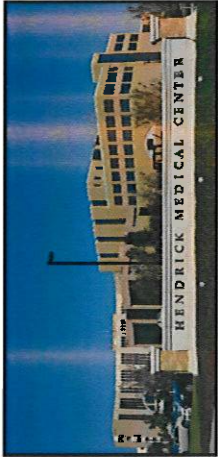
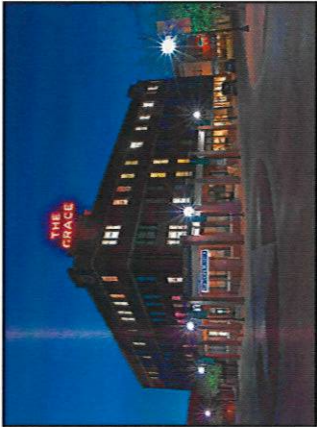
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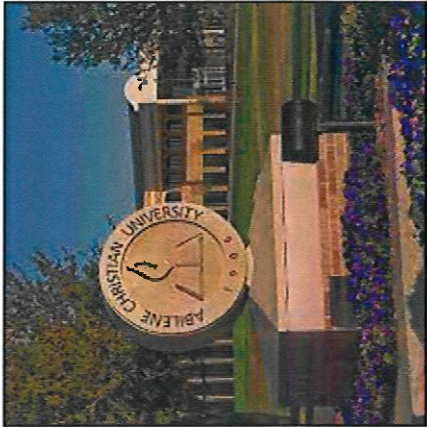
DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.

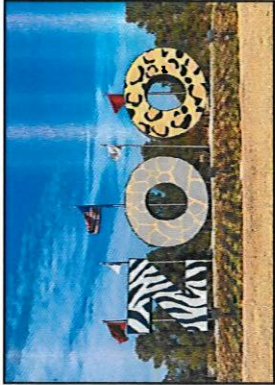
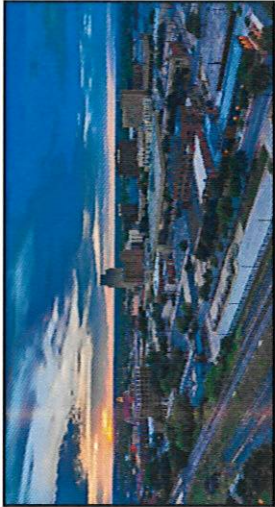


The City of Abilene, Texas serves as the county seat for Taylor County and is located approximately 180 miles west of the Dallas/Fort Worth Metroplex, near the geographic center of the state. Conveniently connected east-west by Interstate Highway 20, and north-south by U.S. highways 83, 84, and 277, Abilene is the center of a 22-county area commonly referred to as the Big Country.



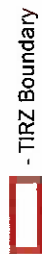
Abilene functions as a regional center for distribution, commerce, industry, transportation, and education, providing an assortment of lodging, dining, cultural, and retail opportunities. Residents enjoy a thriving arts scene, unique museums, sporting events, parks, children's activities, hunting, fishing and more.

Supported by a regional workforce of over 140,000, ample space for expansion, and reliable and convenient infrastructure, Abilene is the obvious region of choice for big-time employers such as Dyess Air Force Base, Hendrick Health System, Abilene Christian University, and Blue Cross Blue Shield.



Tax Increment Reinvestment Zone #3, City of Abilene

This preliminary project and financing plan outlines the funding of \$13,588,164 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Abilene. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



TIRZ Boundary

Boundary Description

TIRZ #3 consists of approximately 420.77 acres located wholly within the city limits of the City of Abilene. The legal description for the zone is described in detail below.

Legal Description TIRZ #3

Beginning at the northwest corner of Property ID 77146, continuing east along the northern boundary of Property ID 77146 to the point it meets Property ID 22450, thence

Continuing east along the northern boundary of Property ID 22450 to the point it meets the northwest corner of Property ID 25735 where it meets the southern right of way boundary of 10th Street, thence

East along the southern right of way boundary of 10th Street to the point it meets the western right of way boundary of Jake Roberts Freeway, thence

South along the western right of way boundary of Jake Roberts Freeway to the point it meets the northeast corner of Property ID 60604, thence

South along the eastern boundary of Property ID 60604 to the point it meets the northeast corner of Property ID 61268, thence

South along the eastern boundary of Property ID 61268 to the point it meets the northern right of way boundary of Interstate 20, thence

West along the northern right of way boundary of Interstate 20 to the point it meets the southeast corner of Property ID 60755, thence

North along the eastern boundary of Property ID 60755, continuing west along the northern boundary to the point it meets Property ID 10381, thence

South along the eastern boundary of Property ID 10381, continuing west along the southern boundary to the point it meets the southeast corner of Property ID 10497, thence

West along the southern boundary of Property ID 10497, continuing north along the western boundary to the point it meets the southern boundary of Property ID 58751, thence

West along the southern boundary of Property ID 58751, continuing north along the western boundary to the point it meets the southern boundary of Property ID 77146, thence

West along the southern boundary of Property ID 77146, continuing north along the western boundary to the northwest corner of Property ID 77146, which is the point of beginning.

Current Conditions

Land Use

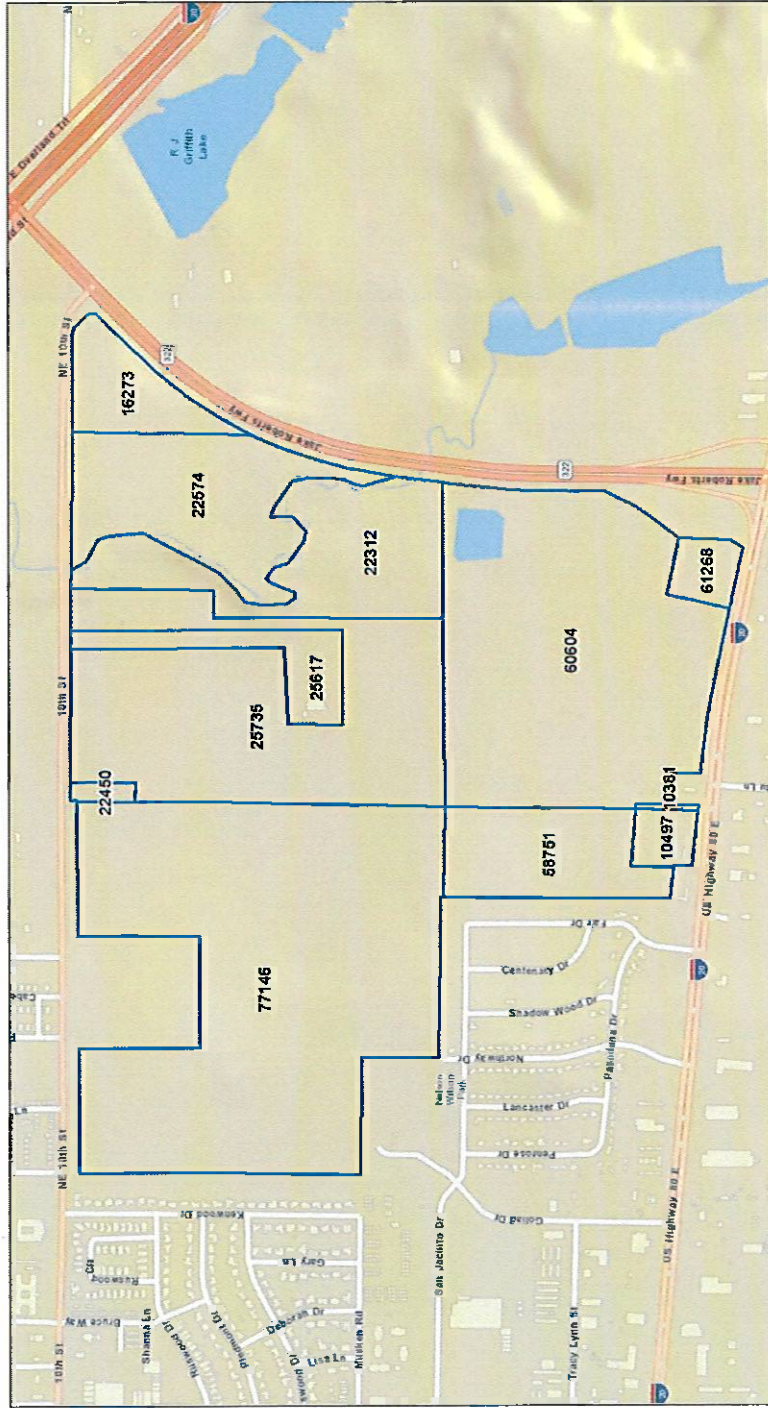
The land within the zone is vacant land that is well positioned for new development.

Method of Relocating Persons to be Displaced

It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently twelve parcels within Tax Incremental Reinvestment Zone #3, all of which are owned by Abilene Christian University. The 2022 estimated taxable base value of the property within the TIRZ is \$1,736,565. For further details of parcels included within the TIRZ see Appendix A.



Current Conditions

Zoning

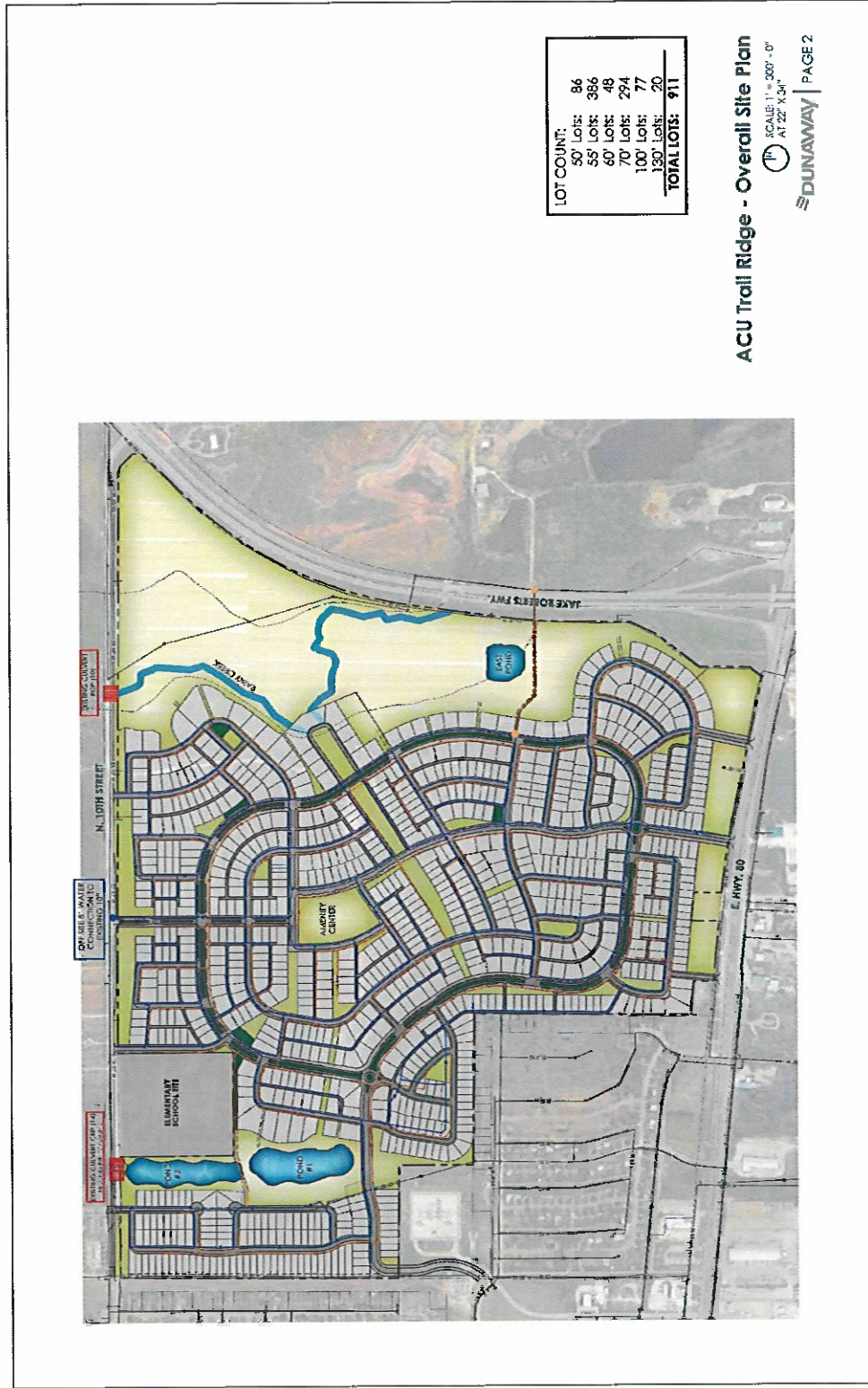
The zoning for the property within the TIRZ can be seen in the map below, with the majority if the land within the zone being currently zoned AO- Agricultural Open, shaded in green.

The property may need to be rezoned to accommodate any future development. It is not anticipated there will be any changes to the City of Abilene zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.



Proposed Development

The land within the zone is well positioned for future development. In 2022, the conceptual site plan shown below was produced. The site plan shows a single family development with a total of 911 lots in a variety of sizes.



Proposed Development

Anticipated Development

The table to the right provides an overview of the potential development that DPED projects will occur during the life of the TIRZ based on the site plan on the previous page, along with estimated dates of when the development construction will begin and be completed. It is anticipated that development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Start	Final Delivery	Units	Taxable Value PSF/Unit	Incremental Value
PHASE ONE					
55' LOTS	2024	2026	86	\$ 425,000	\$ 36,550,000
60' LOTS	2024	2026	8	\$ 510,000	\$ 4,080,000
70' LOTS	2024	2026	72	\$ 595,000	\$ 42,840,000
100' LOTS	2024	2026	13	\$ 680,000	\$ 8,840,000
130' LOTS	2024	2026	1	\$ 765,000	\$ 765,000
			180		\$ 93,075,000
PHASE TWO					
55' LOTS	2026	2028	86	\$ 425,000	\$ 36,550,000
60' LOTS	2026	2028	34	\$ 510,000	\$ 17,340,000
70' LOTS	2026	2028	0	\$ 595,000	\$ -
100' LOTS	2026	2028	0	\$ 680,000	\$ -
130' LOTS	2026	2028	0	\$ 765,000	\$ -
			120		\$ 53,890,000
PHASE THREE					
55' LOTS	2028	2030	86	\$ 425,000	\$ 36,550,000
60' LOTS	2028	2030	52	\$ 510,000	\$ 26,520,000
70' LOTS	2028	2030	12	\$ 595,000	\$ 7,140,000
100' LOTS	2028	2030	3	\$ 680,000	\$ 2,040,000
130' LOTS	2028	2030	0	\$ 765,000	\$ -
			153		\$ 72,250,000
PHASE FOUR					
55' LOTS	2030	2032	86	\$ 425,000	\$ 36,550,000
60' LOTS	2030	2032	52	\$ 510,000	\$ 26,520,000
70' LOTS	2030	2032	12	\$ 595,000	\$ 7,140,000
100' LOTS	2030	2032	3	\$ 680,000	\$ 2,040,000
130' LOTS	2030	2032	0	\$ 765,000	\$ -
			153		\$ 72,250,000
PHASE FIVE					
55' LOTS	2032	2034	86	\$ 425,000	\$ 36,550,000
60' LOTS	2032	2034	52	\$ 510,000	\$ 26,520,000
70' LOTS	2032	2034	12	\$ 595,000	\$ 7,140,000
100' LOTS	2032	2034	3	\$ 680,000	\$ 2,040,000
130' LOTS	2032	2034	0	\$ 765,000	\$ -
			153		\$ 72,250,000
PHASE SIX					
55' LOTS	2034	2036	86	\$ 425,000	\$ 36,550,000
60' LOTS	2034	2036	52	\$ 510,000	\$ 26,520,000
70' LOTS	2034	2036	11	\$ 595,000	\$ 6,545,000
100' LOTS	2034	2036	3	\$ 680,000	\$ 2,040,000
130' LOTS	2034	2036	0	\$ 765,000	\$ -
			152		\$ 71,655,000
Total		LOTS	911		\$ 435,370,000

Project Costs

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #3 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs		
Water Facilities and Improvements	\$ 3,397,041	25.0%
Sanitary Sewer Facilities and Improvements	\$ 3,397,041	25.0%
Storm Water Facilities and Improvements	\$ 3,397,041	25.0%
Street and Intersection Improvements	\$ 1,358,816	10.0%
Open Space, Park and Recreation Facilities and Improvements	\$ 679,408	5.0%
Utilities and Street Lighting	\$ 679,408	5.0%
Economic Development Grants	\$ 543,527	4.0%
Administrative Costs	\$ 135,882	1.0%
	\$ 13,588,164	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code.

The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item.

It is anticipated that the individual TIRZ project cost allocations will be evaluated on a case by case basis, consistent with the categories listed above, and brought forward to the TIRZ board and City Council for consideration.

Chapter 311.1 of the Texas Tax Code

Sec. 311.002.

- (1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:
- (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
 - (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
 - (C) real property assembly costs;
 - (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
 - (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
 - (F) relocation costs;
 - (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
 - (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
 - (I) the cost of operating the reinvestment zone and project facilities;
 - (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
 - (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
 - (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Financial Feasibility Analysis

Method of Financing

To fund the public improvements outlined on the previous page, the City of Abilene will contribute 25% of the real property increment within the Zone.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the table below.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, we have found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Real Property Tax		Participation
City of Abilene	0.76210000	25.0%
Taylor County	0.56750000	0%
Abilene ISD	1.20930000	0%
	2.53890000	0.19052500

Personal Property Tax		Participation
City of Abilene	0.76210000	0%
Taylor County	0.56750000	0%
Abilene ISD	1.20930000	0%
	2.53890000	0.00000000

Sales Tax		Participation
City of Abilene - Regular	0.01000000	0.00%
City of Abilene - Property Tax Relief	0.00500000	0.00%
ECOA (0.25%)	0.00500000	0.00%
	0.02000000	0.00000000

Financial Feasibility Analysis

PHASE ONE: INPUT & OUTPUT

INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	8.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	25.0%	0.19042800
Taylor County	0.46750000	0%	0.00000000
Abilene ISD	1.20330000	0%	0.00000000
	2.43290000		0.19042800

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	0%	0.00000000
Taylor County	0.46750000	0%	0.00000000
Abilene ISD	1.20330000	0%	0.00000000
	2.43290000		0.00000000

City of Abilene - Regular	0.01000000	0%	0.00000000
City of Abilene - Property Tax Relief	0.00500000	0%	0.00000000
ECOA (0.25%)	0.00500000	0%	0.00000000
	0.02000000		0.00000000

PHASE ONE

	Final Delivery	AREA SF/UNITS	REAL PROPERTY \$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	SALES TAX VALUE
65' LOTS	2028	86	\$	425,000	\$	36,000,000	\$	-
90' LOTS	2028	8	\$	510,000	\$	4,080,000	\$	-
70' LOTS	2028	72	\$	885,000	\$	42,840,000	\$	-
100' LOTS	2026	13	\$	685,000	\$	8,905,000	\$	-
130' LOTS	2026	1	\$	765,000	\$	765,000	\$	-
TOTAL		180				92,590,000		

OUTPUT

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Abilene	30.8%	\$	14,202,354	\$	14,202,354	+	\$	+	\$
Taylor County	22.4%	\$	10,075,825	\$	10,075,825	+	\$	+	\$
Abilene ISD	47.6%	\$	22,536,291	\$	22,536,291	+	\$	+	\$
	100.0%		47,314,470		47,314,470				
									0.0%

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Abilene	100.0%	\$	3,460,889	\$	3,460,889	+	\$	+	\$
Taylor County	0.0%	\$	-	\$	-	+	\$	+	\$
Abilene ISD	0.0%	\$	-	\$	-	+	\$	+	\$
	100.0%		3,460,889		3,460,889				0.0%

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES	
City of Abilene	24.3%	\$	10,661,706	\$	10,661,706	+	\$	+	\$
Taylor County	24.7%	\$	10,575,825	\$	10,575,825	+	\$	+	\$
Abilene ISD	61.6%	\$	22,536,291	\$	22,536,291	+	\$	+	\$
	100.0%		43,773,822		43,773,822				0.0%

Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
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Financial Feasibility Analysis

PHASE TWO : INPUT & OUTPUT

► INPUT

INFLATION RATE	2.00%
DISCOUNT RATE	6.00%

REAL PROPERTY TAX		PARTICIPATION	
City of Allaire	0.76210000	25.0%	0.1936250
Taylor County	0.66780000	0%	0.0000000
Allaire ISD	1.20530000	0%	0.0000000
	2.63520000		0.1936250

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Allaire	0.76210000	0%	0.0000000
Taylor County	0.66780000	0%	0.0000000
Allaire ISD	1.20530000	0%	0.0000000
	2.63520000		0.0000000

City of Allaire - Regular	0.00000000	0%	0.0000000
City of Allaire - Property Tax Relief	0.00000000	0%	0.0000000
ECOA (0.25%)	0.00000000	0%	0.0000000
	0.00000000		0.0000000

PHASE TWO		AREA	SPOTS	REAL PROPERTY TAX VALUE	\$ / SP	REAL PROPERTY TAX VALUE	\$ / SP	SALES TAX VALUE	SALES TAX VALUE
35 LOTS	2020	35	10	425,000	\$	30,000,000	\$	3	-
20 LOTS	2020	20	34	475,000	\$	17,000,000	\$	3	-
20 LOTS	2020	20	34	475,000	\$	17,000,000	\$	3	-
100 LOTS	2020	100	100	890,000	\$	-	-	-	-
130 LOTS	2020	130	130	795,000	\$	-	-	-	-
TOTAL			130			47,000,000			

► OUTPUT

TOTAL TAX REVENUE		REAL PROPERTY	PERSONAL	SALES
City of Allaire	30.0%	\$ 1,270,774	\$ -	\$ -
Taylor County	22.0%	\$ 1,024,810	\$ -	\$ -
Allaire ISD	100.0%	\$ 13,183,709	\$ -	\$ -
TOTAL	100.0%	\$ 27,439,393	\$ -	\$ -

TOTAL PARTICIPATION		REAL PROPERTY	PERSONAL	SALES
City of Allaire	100.0%	\$ 2,050,804	\$ -	\$ -
Taylor County	0.0%	\$ -	\$ -	\$ -
Allaire ISD	100.0%	\$ 2,050,804	\$ -	\$ -
TOTAL	100.0%	\$ 4,101,608	\$ -	\$ -

NEW REVENUE		REAL PROPERTY	PERSONAL	SALES
City of Allaire	34.2%	\$ 9,200,897	\$ -	\$ -
Taylor County	24.2%	\$ 6,644,816	\$ -	\$ -
Allaire ISD	41.6%	\$ 13,183,709	\$ -	\$ -
TOTAL	100.0%	\$ 28,939,422	\$ -	\$ -

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Financial Feasibility Analysis

► INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76310000	25.0%	0.1925533
Taylor County	0.74910000	0%	0.0000000
Abilene ISD	1.26330000	0%	0.0000000
	2.77550000		0.1925533

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76310000	0%	0.0000000
Taylor County	0.66750000	0%	0.0000000
Abilene ISD	1.20030000	0%	0.0000000
	2.63090000		0.0000000

City of Abilene - Regular	0.01800000	0%	0.0000000
City of Abilene - Property Tax Relief	0.00000000	0%	0.0000000
ECOA (0.25%)	0.00000000	0%	0.0000000
	0.01800000		0.0000000

PHASE THREE

	Final Delivery	AREA S/F	REAL PROPERTY TAX VALUE	BPP \$/S/F	TAX VALUE	SALES TAX VALUE
68' LOTS	2039	0.1	\$ 425,000	\$ 39,850,000	\$ -	\$ -
60' LOTS	2039	0.2	\$ 510,000	\$ 26,020,000	\$ -	\$ -
70' LOTS	2039	1.2	\$ 850,000	\$ 7,140,000	\$ -	\$ -
100' LOTS	2039	3.1	\$ 850,000	\$ 2,645,000	\$ -	\$ -
130' LOTS	2039	-	\$ 755,000	\$ -	\$ -	\$ -
TOTAL		143			72,620,000	

► OUTPUT

TOTAL TAX REVENUE		REAL PROPERTY		PERSONAL		SALES	
City of Abilene	30.0%	\$ 9,094,978	+	\$ -	+	\$ -	-
Taylor County	22.4%	\$ 7,386,324	+	\$ -	+	\$ -	-
Abilene ISD	47.6%	\$ 15,701,347	+	\$ -	+	\$ -	-
	100.0%	\$ 32,182,649	100.0%	\$ -	0.0%	\$ -	0.0%

TOTAL PARTICIPATION		REAL PROPERTY		PERSONAL		SALES	
City of Abilene	100.0%	\$ 2,473,744	+	\$ -	+	\$ -	-
Taylor County	0.0%	\$ -	+	\$ -	+	\$ -	-
Abilene ISD	100.0%	\$ 2,473,744	+	\$ -	+	\$ -	-
	100.0%	\$ 4,947,488	100.0%	\$ -	0.0%	\$ -	0.0%

NET BENEFIT		REAL PROPERTY		PERSONAL		SALES	
City of Abilene	24.5%	\$ 7,421,233	+	\$ -	+	\$ -	-
Taylor County	24.2%	\$ 7,386,324	+	\$ -	+	\$ -	-
Abilene ISD	61.6%	\$ 15,701,347	+	\$ -	+	\$ -	-
	100.0%	\$ 30,508,904	100.0%	\$ -	0.0%	\$ -	0.0%

[illegible]Page 242 of 444

PHASE FOUR: INPUT & OUTPUT

▶ INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	28.0%	0.4492820
Taylor County	0.49760000	0%	0.0000000
Abilene ISD	1.40151000	0%	0.0000000
	2.66121000		0.4492820

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	0%	0.0000000
Taylor County	0.49760000	0%	0.0000000
Abilene ISD	0.45000000	0%	0.0000000
	1.71000000		0.0000000

City of Abilene - Regular	0.91000000	0%	0.0000000
City of Abilene - Property Tax Relief	0.00000000	0%	0.0000000
ECOA (0.25%)	0.00000000	0%	0.0000000
	0.91000000		0.0000000

PHASE FOUR

	REAL ESTATE	REAL PROPERTY TAX VALUE	REP	TAX VALUE	\$/SP	SALES TAX VALUE
561 LOTS	2033	\$ 448,500	\$ 26,662,800	\$ -	\$ -	\$ -
891 LOTS	3233	\$ 810,000	\$ 26,662,800	\$ -	\$ -	\$ -
721 LOTS	2033	\$ 800,000	\$ 7,140,000	\$ -	\$ -	\$ -
1042 LOTS	2033	\$ -	\$ 800,000	\$ 2,640,000	\$ -	\$ -
1322 LOTS	2033	\$ -	\$ 760,000	\$ -	\$ -	\$ -
TOTAL	180		73,260,000			

▶ OUTPUT

TOTAL TAX REVENUE		REAL PROPERTY		PERSONAL		SALES	
City of Abilene	30.0%	\$ 8,441,944	\$ -	\$ -	\$ -	\$ -	\$ -
Taylor County	22.6%	\$ 6,435,216	\$ -	\$ -	\$ -	\$ -	\$ -
Abilene ISD	47.6%	\$ 13,713,113	\$ -	\$ -	\$ -	\$ -	\$ -
	100.0%	\$ 28,590,273	\$ -	\$ -	\$ -	\$ -	\$ -
		100.0%	100.0%		100.0%		100.0%

TOTAL PARTICIPATION		REAL PROPERTY		PERSONAL		SALES	
City of Abilene	100.0%	\$ 2,160,489	\$ -	\$ -	\$ -	\$ -	\$ -
Taylor County	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Abilene ISD	100.0%	\$ 2,160,489	\$ -	\$ -	\$ -	\$ -	\$ -
		100.0%	100.0%		100.0%		100.0%

NEW FINANCY		REAL PROPERTY		PERSONAL		SALES	
City of Abilene	24.3%	\$ 6,481,488	\$ -	\$ -	\$ -	\$ -	\$ -
Taylor County	24.2%	\$ 6,435,216	\$ -	\$ -	\$ -	\$ -	\$ -
Abilene ISD	51.5%	\$ 13,713,113	\$ -	\$ -	\$ -	\$ -	\$ -
	100.0%	\$ 26,629,817	\$ -	\$ -	\$ -	\$ -	\$ -
		100.0%	100.0%		100.0%		100.0%

Quarter	Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Q1	2000																				
Q2	2000																				
Q3	2000																				
Q4	2000																				
Q1	2001																				
Q2	2001																				
Q3	2001																				
Q4	2001																				
Q1	2002																				
Q2	2002																				
Q3	2002																				
Q4	2002																				
Q1	2003																				
Q2	2003																				
Q3	2003																				
Q4	2003																				
Q1	2004																				
Q2	2004																				
Q3	2004																				
Q4	2004																				
Q1	2005																				
Q2	2005																				
Q3	2005																				
Q4	2005																				
Q1	2006																				
Q2	2006																				
Q3	2006																				
Q4	2006																				
Q1	2007																				
Q2	2007																				
Q3	2007																				
Q4	2007			</																	

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Financial Feasibility Analysis

PHASE FIVE: INPUT & OUTPUT

► INPUT

REPLACEMENT DATE	2.00%
DISCOUNT RATE	6.00%
REAL PROPERTY TAX	
City of Abilene	0.76110000
Taylor County	0.00000000
Abilene ISD	0.00000000
Abilene ISD	0.10000000
PERSONAL PROPERTY TAX	
City of Abilene	0.76110000
Taylor County	0.00000000
Abilene ISD	0.00000000
Abilene ISD	0.00000000
City of Abilene - Regular	0.00000000
City of Abilene - Property Tax Rate	0.00000000
BOCA (0.28%)	0.00000000

PHASE FIVE	REAL PROPERTY TAX	PERSONAL PROPERTY TAX	SALES TAX VALUE
457.00%	0.76110000	0.00000000	0.00000000
80.00%	0.76110000	0.00000000	0.00000000
70.00%	0.76110000	0.00000000	0.00000000
100.00%	0.76110000	0.00000000	0.00000000
100.00%	0.76110000	0.00000000	0.00000000
TOTAL	163	72,596,000	0.00%

► OUTPUT

TOTAL TAX INCREASE	REAL PROPERTY TAX	PERSONAL PROPERTY TAX	SALES TAX VALUE
City of Abilene	0.76110000	0.00000000	0.00000000
Taylor County	0.00000000	0.00000000	0.00000000
Abilene ISD	0.00000000	0.00000000	0.00000000
Abilene ISD	0.10000000	0.00000000	0.00000000
TOTAL	163	72,596,000	0.00%
TOTAL TAX INCREASE	REAL PROPERTY TAX	PERSONAL PROPERTY TAX	SALES TAX VALUE
City of Abilene	0.76110000	0.00000000	0.00000000
Taylor County	0.00000000	0.00000000	0.00000000
Abilene ISD	0.00000000	0.00000000	0.00000000
Abilene ISD	0.10000000	0.00000000	0.00000000
TOTAL	163	72,596,000	0.00%
TOTAL TAX INCREASE	REAL PROPERTY TAX	PERSONAL PROPERTY TAX	SALES TAX VALUE
City of Abilene	0.76110000	0.00000000	0.00000000
Taylor County	0.00000000	0.00000000	0.00000000
Abilene ISD	0.00000000	0.00000000	0.00000000
Abilene ISD	0.10000000	0.00000000	0.00000000
TOTAL	163	72,596,000	0.00%

Financial Feasibility Analysis

Calendar Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
TOTAL TAX REVENUE																					
86' LOTS	-	425,000	433,500	442,770	461,013	469,004	478,519	488,191	497,053	507,944	516,033	526,434	536,663	549,782	557,772	571,084	592,429	585,003	607,085	619,145	636,286
TAXABLE VALUE																					
86' LOTS	910,000	925,200	939,804	941,216	952,240	963,311	974,340	985,220	997,548	1,009,427	1,021,897	1,034,121	1,046,303	1,059,739	1,072,824	1,086,302	1,100,121	1,114,123	1,128,308	1,142,974	1,158,132
TAXABLE VALUE																					
70' LOTS	505,000	518,009	531,410	544,047	556,829	570,007	583,668	597,137	711,080	725,002	738,809	754,004	768,006	783,007	800,702	818,607	833,144	849,607	866,802	884,852	
TAXABLE VALUE																					
106' LOTS	880,000	885,600	789,472	721,451	726,054	710,716	703,750	701,108	706,728	715,603	725,910	736,495	747,664	758,604	769,323	780,144	791,160	802,184	813,184	824,164	835,132
TAXABLE VALUE																					
130' LOTS	785,000	790,300	795,006	811,620	825,061	840,622	851,514	861,514	874,219	887,426	901,141	915,161	929,496	944,056	958,841	973,861	989,116	1,004,606	1,020,331	1,036,301	1,052,516
TAXABLE VALUE																					
8' CUMULATIVE UNITS																					
TOTAL TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
PERSONAL PROPERTY	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Alabama DSD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TAXABLE VALUE																					
City of Alabama	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County																					

Financial Feasibility Analysis

PHASE SIX : INPUT & OUTPUT

▲ INPUT

INFLATION RATE	2.00%
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DISCOUNT RATE	6.00%
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REAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	25.0%	0.1906250
Taylor County	0.80775000	0%	0.0000000
Abilene ISD	1.22930000	0%	0.0000000
	2.79915000		0.1906250

PERSONAL PROPERTY TAX		PARTICIPATION	
City of Abilene	0.76210000	0%	0.0000000
Taylor County	0.80775000	0%	0.0000000
Abilene ISD	1.22930000	0%	0.0000000
	2.79915000		0.0000000

City of Abilene - Regular		0%	
City of Abilene - Property Tax Relief	0.00000000	0%	0.0000000
ECOA (0.25%)	0.00000000	0%	0.0000000
	0.00000000		0.0000000

PHASE SIX		AREA	S/UNITS	REAL PROPERTY TAX VALUE	\$/SF	TAX VALUE	\$/SF	SALES TAX VALUE
Final Delivery	2036	80	428,800	\$ 39,850,000		\$ -		\$ -
65' LOTS	2036	82	510,000	\$ 26,520,000				
65' LOTS	2036	11	695,000	\$ 6,545,000				
100' LOTS	2036	3	890,000	\$ 2,040,000				
150' LOTS	2036	-	788,000	\$ -				
TOTAL	142			71,865,000				

▲ OUTPUT

TOTAL TAX REVENUE		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Abilene	30.0%	\$ 5,932,807	\$ 5,932,807	\$ -	\$ -
Taylor County	22.4%	\$ 4,417,919	\$ 4,417,919	\$ -	\$ -
Abilene ISD	47.6%	\$ 9,414,285	\$ 9,414,285	\$ -	\$ -
	100.0%	\$ 19,765,011	\$ 19,765,011	\$ -	\$ -

TOTAL PARTICIPATION		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Abilene	100.0%	\$ 1,493,214	\$ 1,493,214	\$ -	\$ -
Taylor County	0.0%	\$ -	\$ -	\$ -	\$ -
Abilene ISD	0.0%	\$ -	\$ -	\$ -	\$ -
	100.0%	\$ 1,493,214	\$ 1,493,214	\$ -	\$ -

NET BENEFIT		TOTAL	REAL PROPERTY	PERSONAL PROPERTY	SALES
City of Abilene	24.3%	\$ 4,449,643	\$ 4,449,643	\$ -	\$ -
Taylor County	24.2%	\$ 4,417,919	\$ 4,417,919	\$ -	\$ -
Abilene ISD	51.5%	\$ 9,414,285	\$ 9,414,285	\$ -	\$ -
	100.0%	\$ 18,281,847	\$ 18,281,847	\$ -	\$ -

Financial Feasibility Analysis

		Calendar Year																					
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	
TOTAL TAX REVENUE																							
85' LOTS	TAXABLE VALUE	426,000	423,800	442,170	451,012	460,324	469,634	478,919	488,191	497,463	507,314	516,673	526,424	536,400	546,723	557,394	568,378	579,694	592,044	606,103	622,008	639,148	
		14,099,899	39,023,187	47,881,252	48,276,649	47,881,252	48,276,649	48,276,649	48,276,649	48,276,649	48,276,649	48,276,649	48,276,649	48,276,649	48,276,649	48,276,649	48,276,649	48,276,649	48,276,649	48,276,649	48,276,649	48,276,649	48,276,649
85' LOTS	TAXABLE VALUE	510,000	510,000	535,804	541,216	552,240	563,391	574,343	585,200	597,548	609,437	621,687	634,121	646,803	659,729	672,904	686,330	700,121	714,123	728,404	743,274	758,794	
		10,884,668	33,189,190	34,326,448	34,892,077	35,602,438	36,408,277	37,312,402	38,314,402	39,414,402	40,614,402	41,914,402	43,314,402	44,814,402	46,414,402	48,114,402	49,914,402	51,814,402	53,814,402	55,914,402	58,114,402	60,414,402	62,814,402
10' LOTS	TAXABLE VALUE	588,000	604,920	619,032	631,116	643,200	655,284	667,368	679,452	691,536	703,620	715,704	727,788	739,872	751,956	764,040	776,124	788,208	799,292	811,376	823,460	835,544	
		2,856,809	6,478,042	8,484,856	8,535,899	8,600,708	8,684,832	8,784,832	8,904,832	9,044,832	9,204,832	9,384,832	9,584,832	9,804,832	10,044,832	10,304,832	10,584,832	10,884,832	11,204,832	11,544,832	11,904,832	12,284,832	12,684,832
100' LOTS	TAXABLE VALUE	680,000	683,800	707,472	721,024	734,576	748,128	761,680	775,232	788,784	802,336	815,888	829,440	842,992	856,544	870,096	883,648	897,200	910,752	924,304	937,856	951,408	
		3,377,040	1,797,061	2,429,656	3,037,327	3,624,071	4,194,800	4,754,514	5,308,214	5,859,900	6,402,568	6,940,216	7,467,844	8,000,452	8,532,040	9,068,608	9,614,152	10,174,672	10,754,160	11,354,608	11,984,016	12,654,384	13,364,712
150' LOTS	TAXABLE VALUE	765,000	765,320	765,908	811,824	825,091	844,222	861,514	878,746	896,219	914,240	932,531	951,181	970,203	989,609	1,009,401	1,029,569	1,050,181	1,071,188	1,092,608	1,114,461	1,137,201	
		29,401,875	59,970,271	92,683,323	94,537,291	96,423,558	98,346,869	100,310,200	102,318,551	104,376,922	106,490,413	108,654,824	110,875,255	113,148,706	115,471,177	117,849,668	120,279,179	122,755,710	125,274,771	127,833,272	130,438,313	133,086,894	135,775,015
TOTAL TAXABLE VALUE																							
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ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

[illegible]

Financial Feasibility Analysis - 100% of Revenue

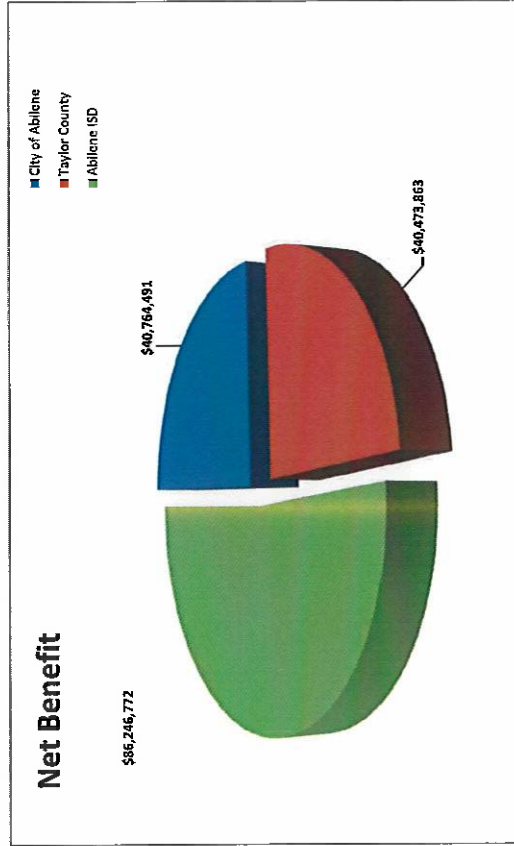
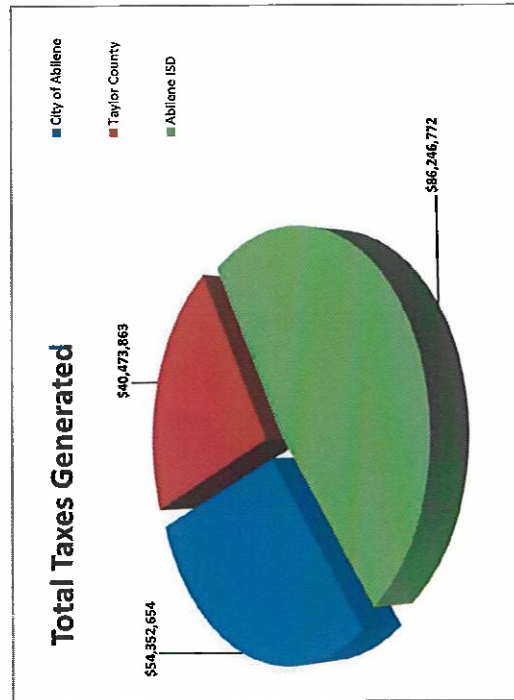
ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

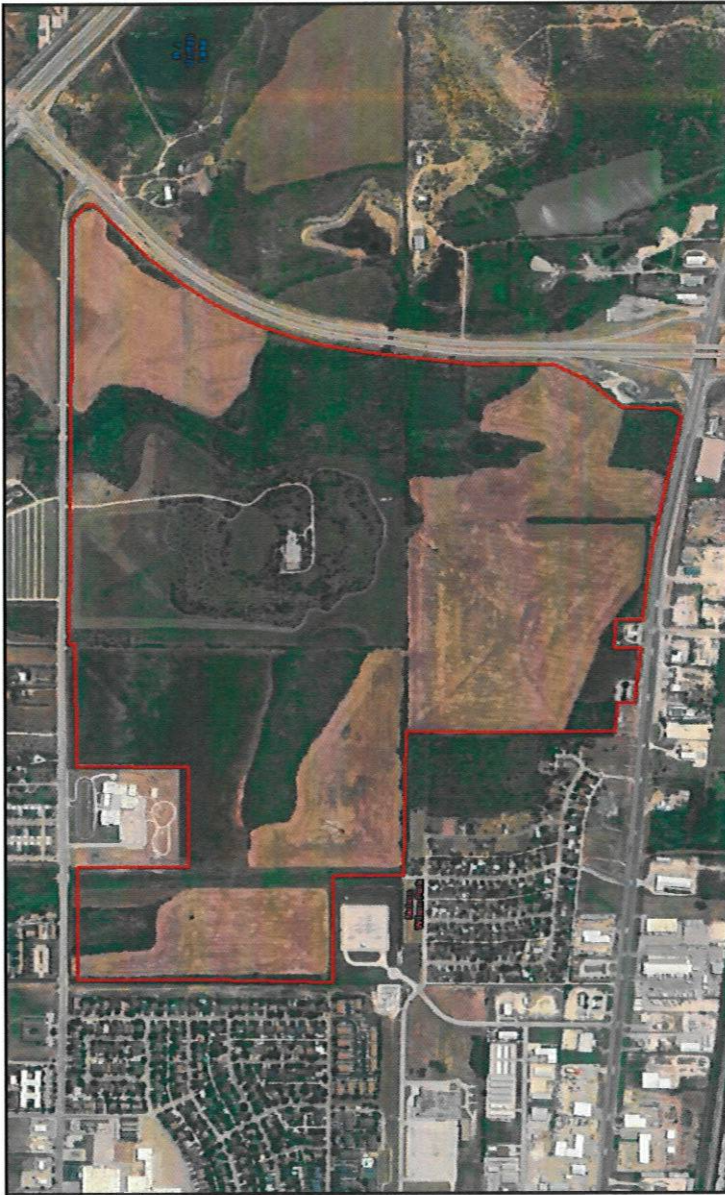
TAXABLE BASIS YEAR REPORT		DISCOUNT RATE		3.0%		6.0%		9.0%		12.0%		15.0%		18.0%		21.0%		24.0%		27.0%		30.0%		33.0%		36.0%		39.0%		42.0%		45.0%		48.0%		51.0%		54.0%		57.0%		60.0%		63.0%		66.0%		69.0%		72.0%		75.0%		78.0%		81.0%		84.0%		87.0%		90.0%		93.0%		96.0%		99.0%		100.0%		101.0%		102.0%		103.0%		104.0%		105.0%		106.0%		107.0%		108.0%		109.0%		110.0%		111.0%		112.0%		113.0%		114.0%		115.0%		116.0%		117.0%		118.0%		119.0%		120.0%		121.0%		122.0%		123.0%		124.0%		125.0%		126.0%		127.0%		128.0%		129.0%		130.0%		131.0%		132.0%		133.0%		134.0%		135.0%		136.0%		137.0%		138.0%		139.0%		140.0%		141.0%		142.0%		143.0%		144.0%		145.0%		146.0%		147.0%		148.0%		149.0%		150.0%		151.0%		152.0%		153.0%		154.0%		155.0%		156.0%		157.0%		158.0%		159.0%		160.0%		161.0%		162.0%		163.0%		164.0%		165.0%		166.0%		167.0%		168.0%		169.0%		170.0%		171.0%		172.0%		173.0%		174.0%		175.0%		176.0%		177.0%		178.0%		179.0%		180.0%		181.0%		182.0%		183.0%		184.0%		185.0%		186.0%		187.0%		188.0%		189.0%		190.0%		191.0%		192.0%		193.0%		194.0%		195.0%		196.0%		197.0%		198.0%		199.0%		200.0%		201.0%		202.0%		203.0%		204.0%		205.0%		206.0%		207.0%		208.0%		209.0%		210.0%		211.0%		212.0%		213.0%		214.0%		215.0%		216.0%		217.0%		218.0%		219.0%		220.0%		221.0%		222.0%		223.0%		224.0%		225.0%		226.0%		227.0%		228.0%		229.0%		230.0%		231.0%		232.0%		233.0%		234.0%		235.0%		236.0%		237.0%		238.0%		239.0%		240.0%		241.0%		242.0%		243.0%		244.0%		245.0%		246.0%		247.0%		248.0%		249.0%		250.0%		251.0%		252.0%		253.0%		254.0%		255.0%		256.0%		257.0%		258.0%		259.0%		260.0%		261.0%		262.0%		263.0%		264.0%		265.0%		266.0%		267.0%		268.0%		269.0%		270.0%		271.0%		272.0%		273.0%		274.0%		275.0%		276.0%		277.0%		278.0%		279.0%		280.0%		281.0%		282.0%		283.0%		284.0%		285.0%		286.0%		287.0%		288.0%		289.0%		290.0%		291.0%		292.0%		293.0%		294.0%		295.0%		296.0%		297.0%		298.0%		299.0%		300.0%		301.0%		302.0%		303.0%		304.0%		305.0%		306.0%		307.0%		308.0%		309.0%		310.0%		311.0%		312.0%		313.0%		314.0%		315.0%		316.0%		317.0%		318.0%		319.0%		320.0%		321.0%		322.0%		323.0%		324.0%		325.0%		326.0%		327.0%		328.0%		329.0%		330.0%		331.0%		332.0%		333.0%		334.0%		335.0%		336.0%		337.0%		338.0%		339.0%		340.0%		341.0%		342.0%		343.0%		344.0%		345.0%		346.0%		347.0%		348.0%		349.0%		350.0%		351.0%		352.0%		353.0%		354.0%		355.0%		356.0%		357.0%		358.0%		359.0%		360.0%		361.0%		362.0%		363.0%		364.0%		365.0%		366.0%		367.0%		368.0%		369.0%		370.0%		371.0%		372.0%		373.0%		374.0%		375.0%		376.0%		377.0%		378.0%		379.0%		380.0%		381.0%		382.0%		383.0%		384.0%		385.0%		386.0%		387.0%		388.0%		389.0%		390.0%		391.0%		392.0%		393.0%		394.0%		395.0%		396.0%		397.0%		398.0%		399.0%		400.0%		401.0%		402.0%		403.0%		404.0%		405.0%		406.0%		407.0%		408.0%		409.0%		410.0%		411.0%		412.0%		413.0%		414.0%		415.0%		416.0%		417.0%		418.0%		419.0%		420.0%		421.0%		422.0%		423.0%		424.0%		425.0%		426.0%		427.0%		428.0%		429.0%		430.0%		431.0%		432.0%		433.0%		434.0%		435.0%		436.0%		437.0%		438.0%		439.0%		440.0%		441.0%		442.0%		443.0%		444.0%		445.0%		446.0%		447.0%		448.0%		449.0%		450.0%		451.0%		452.0%		453.0%		454.0%		455.0%		456.0%		457.0%		458.0%		459.0%		460.0%		461.0%		462.0%		463.0%		464.0%		465.0%		466.0%		467.0%		468.0%		469.0%		470.0%		471.0%		472.0%		473.0%		474.0%		475.0%		476.0%		477.0%		478.0%		479.0%		480.0%		481.0%		482.0%		483.0%		484.0%		485.0%		486.0%		487.0%		488.0%		489.0%		490.0%		491.0%		492.0%		493.0%		494.0%		495.0%		496.0%		497.0%		498.0%		499.0%		500.0%		501.0%		502.0%		503.0%		504.0%		505.0%		506.0%		507.0%		508.0%		509.0%		510.0%		511.0%		512.0%		513.0%		514.0%		515.0%		516.0%		517.0%		518.0%		519.0%		520.0%		521.0%		522.0%		523.0%		524.0%		525.0%		526.0%		527.0%		528.0%		529.0%		530.0%		531.0%		532.0%		533.0%		534.0%		535.0%		536.0%		537.0%		538.0%		539.0%		540.0%		541.0%		542.0%		543.0%		544.0%		545.0%		546.0%		547.0%		548.0%		549.0%		550.0%		551.0%		552.0%		553.0%		554.0%		555.0%		556.0%		557.0%		558.0%		559.0%		560.0%		561.0%		562.0%		563.0%		564.0%		565.0%		566.0%		567.0%		568.0%		569.0%		570.0%		571.0%		572.0%		573.0%		574.0%		575.0%		576.0%		577.0%		578.0%		579.0%		580.0%		581.0%		582.0%		583.0%		584.0%		585.0%		586.0%		587.0%		588.0%		589.0%		590.0%		591.0%		592.0%		593.0%		594.0%		595.0%		596.0%		597.0%		598.0%		599.0%		600.0%		601.0%		602.0%		603.0%		604.0%		605.0%		606.0%		607.0%		608.0%		609.0%		610.0%		611.0%		612.0%		613.0%		614.0%		615.0%		616.0%		617.0%		618.0%		619.0%		620.0%		621.0%		622.0%		623.0%		624.0%		625.0%		626.0%		627.0%		628.0%		629.0%		630.0%		631.0%		632.0%		633.0%		634.0%		635.0%		636.0%		637.0%		638.0%		639.0%		640.0%		641.0%		642.0%		643.0%		644.0%		645.0%		646.0%		647.0%		648.0%		649.0%		650.0%		651.0%		652.0%		653.0%		654.0%		655.0%		656.0%		657.0%		658.0%		659.0%		660.0%		661.0%		662.0%		663.0%		664.0%		665.0%		666.0%		667.0%		668.0%		669.0%		670.0%		671.0%		672.0%		673.0%		674.0%		675.0%		676.0%		677.0%		678.0%		679.0%		680.0%		681.0%		682.0%		683.0%		684.0%		685.0%		686.0%		687.0%		688.0%		689.0%		690.0%		691.0%		692.0%		693.0%		694.0%		695.0%		696.0%		697.0%		698.0%		699.0%		700.0%		701.0%		702.0%		703.0%		704.0%		705.0%		706.0%		707.0%		708.0%		709.0%		710.0%		711.0%		712.0%		713.0%		714.0%		715.0%		716.0%		717.0%		718.0%		719.0%		720.0%		721.0%		722.0%		723.0%		724.0%		725.0%		726.0%		727.0%		728.0%		729.0%		730.0%		731.0%		732.0%		733.0%		734.0%		735.0%		736.0%		737.0%		738.0%		739.0%		740.0%		741.0%		742.0%		743.0%		744.0%		745.0%		746.0%		747.0%		748.0%		749.0%		750.0%		751.0%		752.0%		753.0%		754.0%		755.0%		756.0%		757.0%		758.0%		759.0%		760.0%		761.0%		762.0%		763.0%		764.0%		765.0%		766.0%		767.0%		768.0%		769.0%		770.0%		771.0%		772.0%		773.0%		774.0%		775.0%		776.0%		777.0%		778.0%		779.0%		780.0%		781.0%		782.0%		783.0%		784.0%		785.0%		786.0%		787.0%		788.0%		789.0%		790.0%		791.0%		792.0%		793.0%		794.0%		795.0%		796.0%		797.0%		798.0%		799.0%		800.0%		801.0%		802.0%		803.0%		804.0%		805.0%		806.0%		807.0%		808.0%		809.0%		810.0%		811.0%		812.0%		813.0%		814.0%		815.0%		816.0%		817.0%		818.0%		819.0%		820.0%		821.0%		822.0%		823.0%		824.0%		825.0%		826.0%		827.0%		828.0%		829.0%		830.0%		831.0%		832.0%		833.0%		834.0%		835.0%		836.0%		837.0%		838.0%		839.0%		840.0%		841.0%		842.0%		843.0%		844.0%		845.0%		846.0%		847.0%		848.0%		849.0%		850.0%		851.0%		852.0%		853.0%		854.0%		855.0%		856.0%		857.0%		858.0%		859.0%		860.0%		861.0%		862.0%		863.0%		864.0%		865.0%		866.0%		867.0%		868.0%		869.0%		870.0%		871.0%		872.0%		873.0%		874.0%		875.0%		876.0%		877.0%		878.0%		879.0%		880.0%		881.0%		882.0%		883.0%		884.0%		885.0%		886.0%		887.0%		888.0%		889.0%		890.0%		891.0%		892.0%		893.0%		894.0%		895.0%		896.0%		897.0%		898.0%		899.0%		900.0%		901.0%		902.0%		903.0%		904.0%		905.0%		906.0%		907.0%		908.0%		909.0%		910.0%		911.0%		912.0%		913.0%		914.0%		915.0%		916.0%		917.0%		918.0%		919.0%		920.0%		921.0%		922.0%		923.0%		924.0%		925.0%		926.0%		927.0%		928.0%		929.0%		930.0%		931.0%		932.0%		933.0%		934.0%		935.0%		936.0%		937.0%		938.0%		939.0%		940.0%		941.0%		942.0%		943.0%		944.0%		945.0%		946.0%		947.0%		948.0%		949.0%		950.0%		951.0%		952.0%		953.0%		954.0%		955.0%		956.0%		957.0%		958.0%		959.0%		960.0%		961.0%		962.0%		963.0%		964.0%		965.0%		966.0%		967.0%		968.0%		969.0%		970.0%		971.0%		972.0%		973.0%		974.0%		975.0%		976.0%		977.0%		978.0%		979.0%		980.0%		981.0%		982.0%		983.0%		984.0%		985.0%		986.0%		987.0%		988.0%		989.0%		990.0%		991.0%		992.0%		993.0%		994.0%		995.0%		996.0%		997.0%		998.0%		999.0%		1000.0%		1001.0%		1002.0%		1003.0%		1004.0%		1005.0%		1006.0%		1007.0%		1008.0%		1009.0%		1010.0%		1011.0%		1012.0%		1013.0%		1014.0%		1015.0%		1016.0%		1017.0%		1018.	
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Financial Feasibility Analysis - Summary

Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	TIF	Net Benefit
City of Abilene	\$54,352,654	\$13,588,164	\$40,764,491
Taylor County	\$40,473,863	\$0	\$40,473,863
Abilene ISD	\$86,246,772	\$0	\$86,246,772
Total	\$181,073,290	\$13,588,164	\$167,485,126





Projects Cost Estimates:

All project costs listed in the project plan shall be considered estimates and shall not be considered a cap on expenditures.

Length of TIRZ #3 in Years:

The TIRZ has a 20 year term and is scheduled to end on December 31, 2042 (with the final year's tax increment to be collected by September 1, 2043).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Owner	Legal Description	Acres	2022 Taxable Value
25617	ABILENE CHRISTIAN UNIVERSITY	RAINY CREEK FARMS BLOCK A LOT PT LOT 1	10.55982	\$ 1,482,117
10497	ABILENE CHRISTIAN UNIVERSITY	MILK PRODUCERS PLAT BLOCK 1 LOT W381 X 450	4.125057	\$ 199,284
10381	ABILENE CHRISTIAN UNIVERSITY	MILK PRODUCERS PLAT BLOCK 1 LOT W69 X 450	0.444636	\$ 10,480
77146	ABILENE CHRISTIAN UNIVERSITY	A0668 SUR 38 B A L NE/4 ACRES 148.332	133.332	\$ 10,485
22574	ABILENE CHRISTIAN UNIVERSITY	A0633 SUR 39 B A L NW/4 ACRES 35.64	34.28635	\$ 4,891
22312	ABILENE CHRISTIAN UNIVERSITY	A0633 SUR 39 B A L NW/4 ACRES 33.20	33.43172	\$ 2,811
22450	ABILENE CHRISTIAN UNIVERSITY	A0633 SUR 39 B A L NW/4 ACRES 1.49	1.494175	\$ 6,644
25735	ABILENE CHRISTIAN UNIVERSITY	RAINY CREEK FARMS BLOCK A LOT PT LOT 1	72.24172	\$ 7,374
61268	ABILENE CHRISTIAN UNIVERSITY	LAUREN ENGINEERING ADDN BLK 1 LOT 1	5.01572	\$ 315
58751	ABILENE CHRISTIAN UNIVERSITY	A0798 SUR 38 B A L SW/4 ACRES 23.14	21.5067	\$ 2,083
60604	ABILENE CHRISTIAN UNIVERSITY	A0663 SUR 39 B A L SW/4 ACRES 90.38	91.41777	\$ 9,019
16273	ABILENE CHRISTIAN UNIVERSITY	A0833 SUR 39 B A L NW/4 ACRES 11.802	12.91394	\$ 1,062
Total			420.77	\$ 1,736,565

Tax Increment Reinvestment Zone #3 Project and Financing Plan

City of Abilene, Texas

JUNE 2023



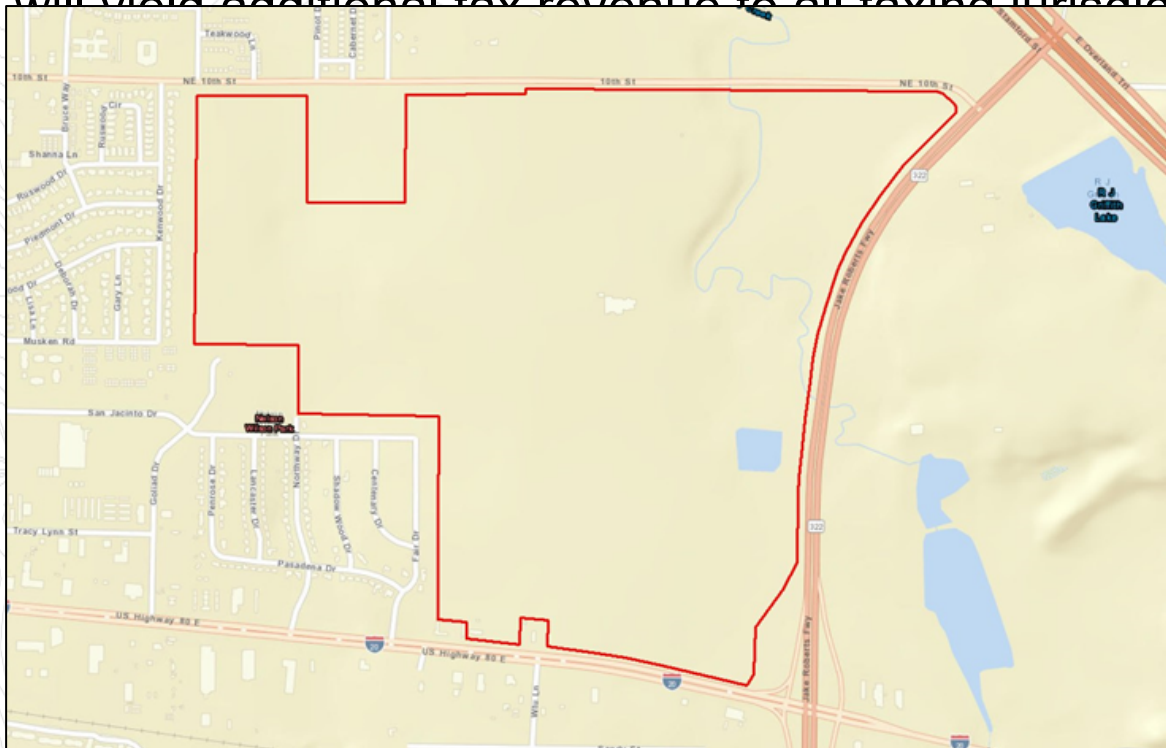
DAVID PETTIT
Economic Development

TIRZ Creation Process

- Chapter 311 outlines the various procedures for creating and amending a TIRZ. Two main documents:
 1. Creation ordinance; and
 2. **TIRZ Project and Financing Plan**
- Creation ordinance establishes five key elements:
 - ✧ Boundary;
 - ✧ Term;
 - ✧ TIRZ Board;
 - ✧ City Participation and
 - ✧ **Preliminary Project and Financing Plan**
- Upon TIRZ creation the Final Project and Financing Plan is approved by the TIRZ Board and then the City Council by separate ordinance

TIRZ #3 – Overview

- Created November 17, 2022
- Approx. 420.77 acres generally located west of Jake Roberts Freeway, bound by North 10th Street to the north, and E. Hwy 80 to the south.
- The purpose of the TIRZ is to encourage private development that will yield additional tax revenue to all taxing jurisdictions.



 - TIRZ Boundary

TIRZ #3 – Proposed Development

- Anticipated 911 single family residential units
- \$436 million in incremental taxable value
- Public improvements to support the development will be made throughout the TIRZ



ACU Trail Ridge – Overall Site Plan

LOT COUNT:	
50' Lots:	86
55' Lots:	430
60' Lots:	250
70' Lots:	119
100' Lots:	25
130' Lots:	1
TOTAL LOTS:	911

TIRZ #3 – Participation Assumptions

- City of Abilene participation at 25% of its real property increment

Real Property Tax		Participation	
City of Abilene	0.76210000	25.0%	0.1905250
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		0.19052500

- 20-year term - December 31, 2042 (with final year's tax to be collected by September 1, 2043)

TIRZ #3 – Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	TIF	Net Benefit
City of Abilene	\$54,352,654	\$13,588,164	\$40,764,491
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Abilene ISD	\$86,246,772	\$0	\$86,246,772
Total	\$181,073,290	\$13,588,164	\$167,485,126

Proposed Project Costs		
Water Facilities and Improvements	\$ 83,675	1%
Sanitary Sewer Facilities and Improvements	\$ 678,800	5%
Storm Water Facilities and Improvements	\$ 10,233,140	75%
Open Space, Park and Recreation Facilities and Improvements	\$ 679,408	5%
Utilities and Street Lighting	\$ 679,408	5%
Economic Development Grants	\$ 1,097,851	8%
Administrative Costs	\$ 135,882	1%
	\$ 13,588,164	100%

It is anticipated that the individual TIRZ project cost allocations will be evaluated on a case-by-case basis, consistent with the categories listed above, and brought forward to the TIRZ board and City Council for consideration.

Next Steps

- *June 1, 2023: TIRZ Board Meeting Recommending Approval of Final Project and Financing Plan*
- June 8, 2023: City Council Final Project and Financing Plan Adoption – First Reading
- June 22, 2023: City Council Final Project and Financing Plan Adoption – Second Reading



DAVID PETTIT
Economic Development

NEXT STEPS

TIRZ #3 Financing Plan





TIRZ 3 Overview

- Created November 17, 2022
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TIRZ #3 – Proposed Development

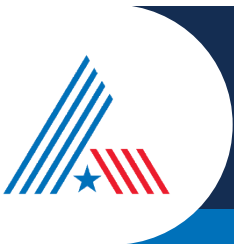
- Anticipated 911 single family residential units
- \$436 million in incremental taxable value
- Public improvements to support the development will be made throughout the TIRZ



*ACU Trail Ridge – Overall
Site Plan (Conceptual)*

LOT COUNT:	
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Real Property Tax		Participation	
City of Abilene	0.76210000	25.0%	0.1905250
Taylor County	0.56750000	0%	0.0000000
Abilene ISD	1.20930000	0%	0.0000000
	2.53890000		0.19052500

- 20-year term - December 31, 2042 (with final year's tax to be collected by September 1, 2043)





TIRZ #3 – Revenue Summary

Taxing Jurisdictions	Total Taxes Generated	TIF	Net Benefit
City of Abilene	\$54,352,654	\$13,588,164	\$40,764,491
Taylor County	\$40,473,863	\$0	\$40,473,863
Abilene ISD	\$86,246,772	\$0	\$86,246,772
Total	\$181,073,290	\$13,588,164	\$167,485,126

Proposed Project Costs		
Water Facilities and Improvements	\$ 83,675	1%
Sanitary Sewer Facilities and Improvements	\$ 678,800	5%
Storm Water Facilities and Improvements	\$ 10,233,140	75%
Open Space, Park and Recreation Facilities and Improvements	\$ 679,408	5%
Utilities and Street Lighting	\$ 679,408	5%
Economic Development Grants	\$ 1,097,851	8%
Administrative Costs	\$ 135,882	1%
	\$ 13,588,164	100%

It is anticipated that the individual TIRZ project cost allocations will be evaluated on a case-by-case basis, consistent with the categories listed above, and brought forward to the TIRZ board and City Council for consideration





Questions





**City Council
Agenda Memo**

City Council Meeting Date: 6/22/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **10. Ordinance (First Reading) CUP-2023-03: Receive a Report, Hold a Discussion and Take Action on a Request from Waco Parkdale, LP to Apply a Conditional Use Permit to Approximately 9.82 Acres to Allow for a Trade School Within General Retail (GR) Zoning. Located at 3301 South 14th Street, #35A (Tim Littlejohn)**

GENERAL INFORMATION

The subject property is located in the Wychwood Addition Subdivision. The applicant proposes to use suite 35A at 3301 South 14th Street as a Massage School. A detailed Plan of Operations from the applicant describing the proposed use of the site is attached with this report.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval**, subject to the compliance with the proposed Plan of Operations.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Plan of Operation
4. 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 A 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 23 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 Two Thousand Dollars (\$2,000.00). 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 22nd day of June, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of May, 2023, 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 22nd day of June, 2023, 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 13th day of July, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Approve a Conditional Use Permit (CUP) to allow a Trade School on a property zoned General Retail (GR).

The Conditional Use Permit is subject to:

1. Compliance with the attached Plan of Operation (Exhibit B); and
2. Is limited to Suite 35A.

Legal description being Section 1, Block Remainder 1 of the Wychwood Addition, Abilene, Taylor County, Texas.

Located at 3301 South 14th Street, #35A, Abilene, Taylor County, Texas.

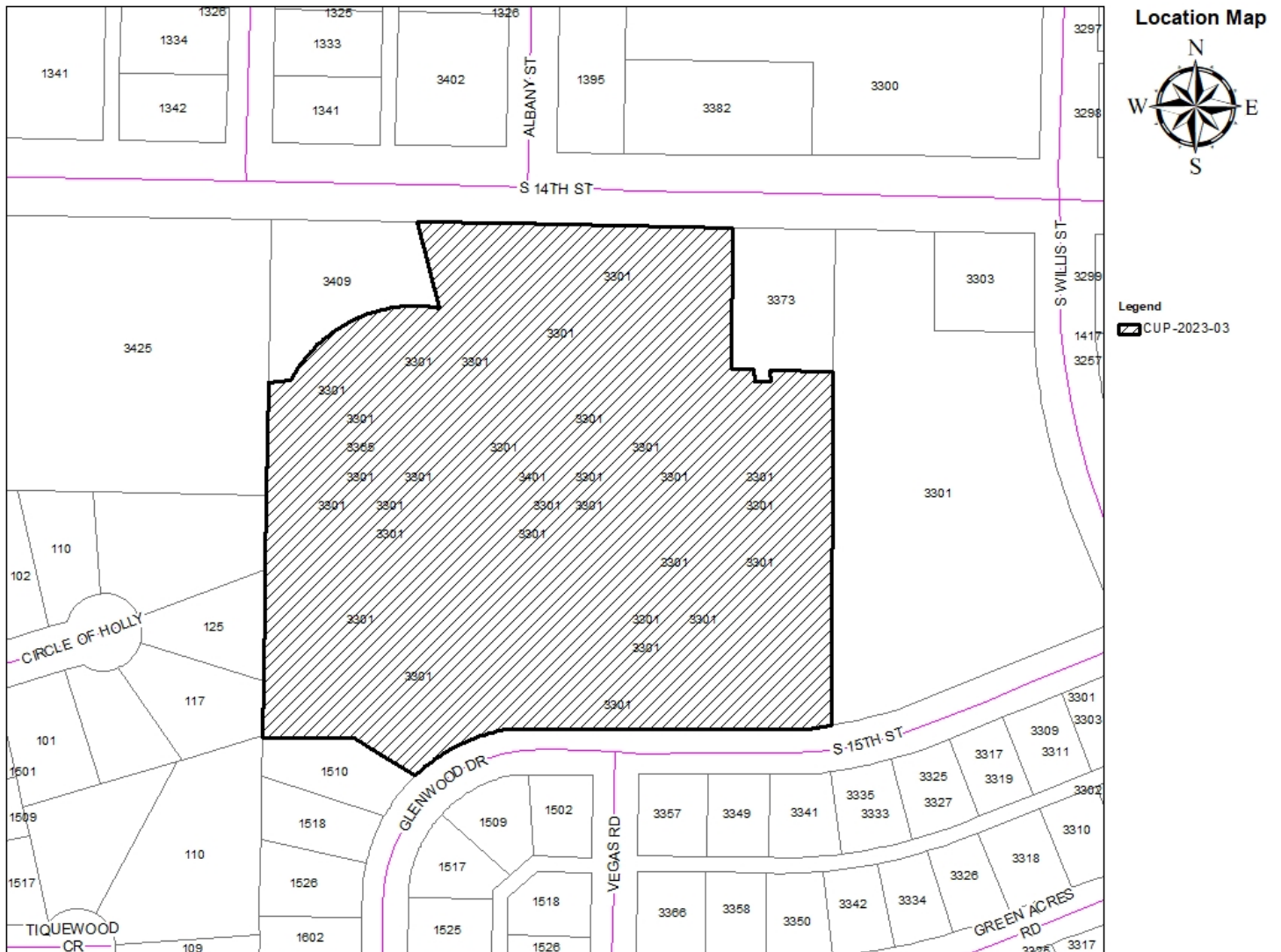


EXHIBIT B



Texas Massage Academy CUP Plan of Operation

Texas Massage Academy plans to operate a Massage School located at 3301 S 14th Street Unit 35A.

Expected Hours of Operation: Monday to Sunday 9 am to 10 pm.

Expected Class size: 20 students with 2 instructors.

All operations will be conducted within the facility.

Texas Massage Academy has been licensed as a Massage School since 2011 in Brownwood Texas and is looking to expand into the Abilene area by bringing a 2nd licensed facility closer to many of their students. This will allow the many residents of Abilene and the surrounding areas that are wanting to become a massage therapist an opportunity to achieve this dream.

In 2022 27% of all American Adults received at least 1 massage, this is up from 23% the year prior. 45% of all Americans have received a professional massage during their life. With the growing number of people seeking massages, there is a growing need for professional massage therapy education programs.

At this location, student will be taught all aspects of the massage program, including classroom and lab instruction, instruction in various massage modalities and services, and being required to perform massage services on the general public. Additionally, Texas Massage Academy will provide retail items available to the public and students, CPR Classes to the students and public, and CE classes to currently licensed Massage Therapists.

END

ZONING CASE CUP-2023-03

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: June 6, 2023
City Council 1st Reading: June 22, 2023
City Council 2nd Reading: July 13, 2023

Applicant

Owner: Waco Parkdale, LP
Agent: Kathleen Mazy

Case Manager

Mason Teegardin – Planner

Request

Apply a Conditional Use Permit to approximately 9.82 acres to allow a Trade School in a General Retail (GR) zoning district.

Location

Section 1, Block Remainder 1 of the Wychwood Addition, at 3301 South 14th Street, #35A.

Background

The subject property is located in the Wychwood Addition Subdivision. The applicant proposes to use Suite 35A at 3301 South 14th Street as a Massage School. A detailed Plan of Operation from the applicant describing the proposed use of the site is attached with this report.

Existing Uses/Zoning

Properties to the north are zoned General Retail (GR) and Office (O). Properties to the east are zoned General Retail (GR). Properties to the south are zoned Single Family Residential-8 (RS-8). Properties to the west are zoned Office (O).

Criteria Assessment

Staff has reviewed the request based upon the factors established in Section 1.4.3.5, Criteria for Approval, of the Land Development Code. These factors are identified and addressed below:

1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.

The Future Land Use Map designates the site as retail and recommends General Retail and General Commercial zoning. Since the General Commercial district allows a trade school by right, the proposed use is consistent with the Comprehensive Plan recommendations.

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations

The proposed use of the subject site as a trade school is consistent with the surrounding zoning and is appropriate at this location.

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 use will be conducted indoors and should not negatively affect the surrounding uses. All business activity would occur on the side of the site facing South 14th Street. No new activity will occur on the side of shopping center that backs up the adjoining property zoned RS-8.

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 will be located in a shopping center, which has adequate parking and accessibility for vehicles to park and maneuver properly without creating congestion.

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 does not generate a level of traffic that would adversely affect the existing road network in the vicinity of the subject site.

6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**

The use will be conducted indoors and should not generate any impacts that require mitigation.

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.**

The use would comply with all applicable LDC requirements. A Site Plan review is not required at this location because the use would be conducted in an existing suite and no alterations to the shopping center are required.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval**, subject to:

1. Compliance with the proposed Plan of Operation; and
2. The granting of the CUP being limited to Suite 35A of the subject property.

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
SALMON JEFFREY DAVID &	41663	110 TIQUEWOOD CR	
7 HUBBARD A TEXAS LLC	52108	3402 S 14TH ST	
TNK HOUSE HOLDINGS LLC	52510	3357 S 15TH ST	
LEPORE ABILEEN TEXAS LLC	48471	3373 S 14TH ST	
RHODES JAMES A & CAROL S	52238	3341 S 15TH ST	
HLPA 3409 LLC	48466	3409 S 14TH ST	
R M LEASING GROUP LLC	51718	1341 GLENWOOD DR	
DAWKINS MILES A & PATSY	51850	3317 S 15TH ST	
DAWKINS MILES A & PATSY	51850	3319 S 15TH ST	
GARRETT CHARLES & CANDACE BERRES	52765	3358 GREEN ACRES RD	
FIRST NATL BK OF ABILENE	65117	3300 S 14TH ST	
REES	53034	3342 GREEN ACRES RD	
CALLAHAN JOHN P & SUSAN D	49013	1526 GLENWOOD DR	
KENT LUBRICATION CENTERS LTD	105631	3382 S 14TH ST	
WACO PARKDALE LP	48463	3401 S 14TH ST	
WACO PARKDALE LP	48463	3301 S 14TH ST STE B16	
WACO PARKDALE LP	48463	3301 S 14TH ST STE B17	
WACO PARKDALE LP	48463	3301 S 14TH ST STE B20	
WACO PARKDALE LP	48463	3301 S 14TH ST STE B21	
WACO PARKDALE LP	48463	3301 S 14TH ST STE B25	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 25	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 35	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 41	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 26B	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 27	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 28	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 31	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 32	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 34B	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 34A	
WACO PARKDALE LP	48463	3301 S 14TH ST STE E46C	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 46A	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 15B	
WACO PARKDALE LP	48463	3301 S 14TH ST STE B21A	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 23A	
WACO PARKDALE LP	48463	3365 S 14TH ST	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 15	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 26C	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 30	

WACO PARKDALE LP	48463	3301 S 14TH ST STE 33	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 42E	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 43	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 45	
WACO PARKDALE LP	48463	3301 S 14TH ST STE E46B	
WACO PARKDALE LP	48463	3301 S 14TH ST STE 44E	
BERKLEY CLYDE J & ANN T	43401	117 CIRCLE OF HOLLY	
WACO PARKDALE LP	48734	1510 GLENWOOD DR	
BOECKEL TAYLOR ELIZABETH	48874	1518 GLENWOOD DR	
KRUSER CLINTON & BRANDI	40891		
DODD RANDY	51988	3325 S 15TH ST	
DODD RANDY	51988	3327 S 15TH ST	
TATUM JOHN AUSTIN & ELIZABETH	52117	3333 S 15TH ST	
TATUM JOHN AUSTIN & ELIZABETH	52117	3335 S 15TH ST	
ABILENE WOMANS CLUB FOUNDATION	59350	3425 S 14TH ST	
HAMP JACKEE V	51586	1333 GLENWOOD DR	
DRESSEN EDWARD RUSSELL JR & LINDA	43280		
SLEDGE LARRY &	52640	3366 GREEN ACRES RD	
LEPORE ABILEEN TEXAS LLC	104497	3301 S 14TH ST	
ROSS MORGAN	53158	3334 GREEN ACRES RD	
CANON JOSEPH EDWIN &	41535		
YEZAK RYAN & ANDREA	50277	1525 GLENWOOD DR	
HS/NS FAMILY REAL ESTATE LTD	28842	3303 S 14TH ST	
HILL JOHN A	65361	1395 ALBANY ST	
HOLLINGSWORTH COLIN ANDREW & ELIZABETH PULLMAN &	43164	125 CIRCLE OF HOLLY	
ZETT JOSHUA MATTHEW &	50148	1517 GLENWOOD DR	
GOTCH DAVID WAYNE & BRENDA	52903	3350 GREEN ACRES RD	
HECK EDWARD P & LORETTA F	52369	3349 S 15TH ST	F
SPEER MATTHEW ADAM &	51354	1502 VEGAS RD	
TORRES JOSE M & CONSUELO S	51218	1518 VEGAS RD	
CASTILLO RANDAL C & NICKI D	51471	1509 GLENWOOD DR	
MCNEIL KYLER & MCKINSEY	49140	1602 GLENWOOD DR	

SUITE LOCATION MAP

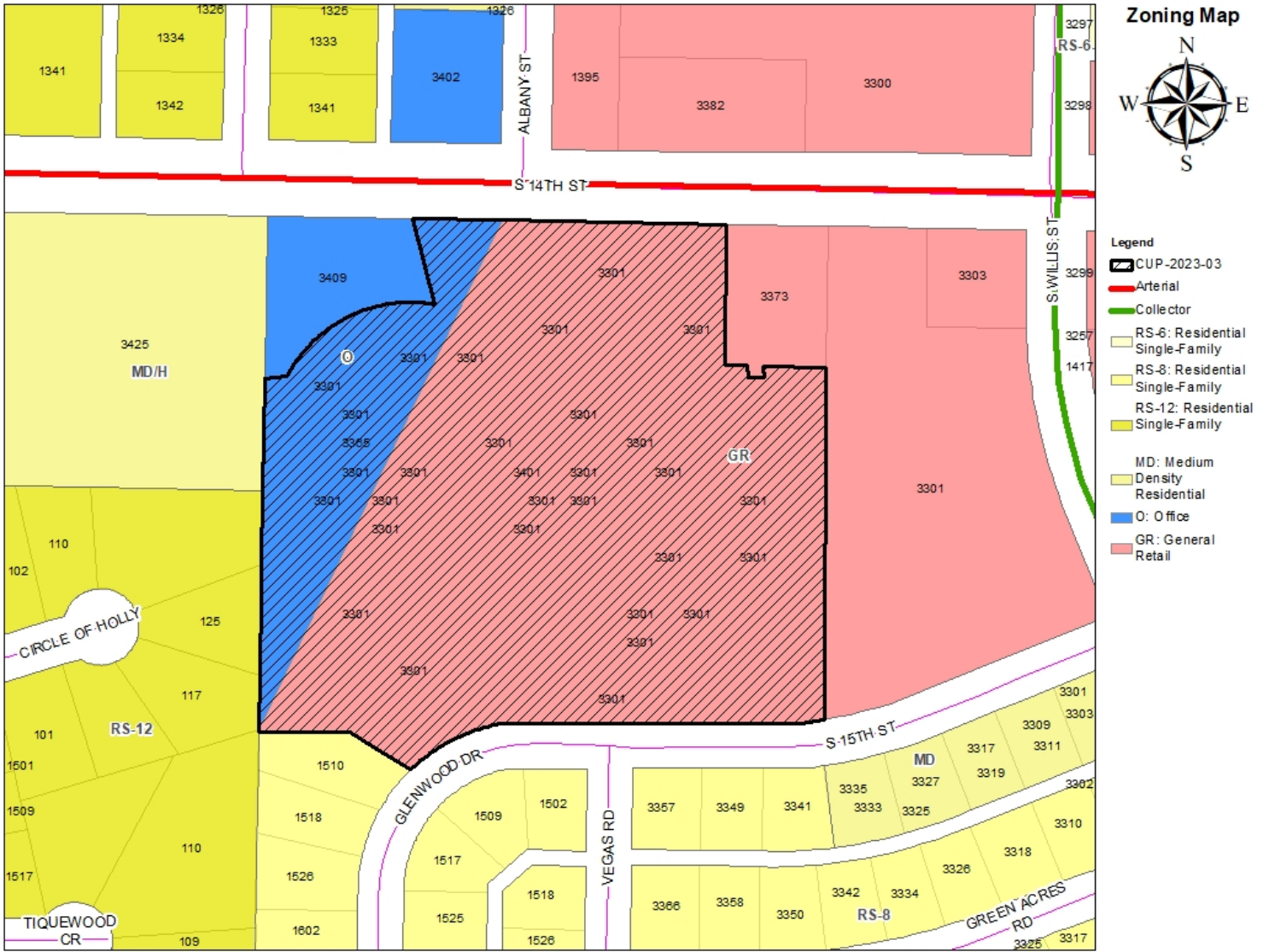
Unit 35A Highlighted in Red



LOCATION MAP



ZONING MAP





Texas Massage Academy

CUP Plan of Operation

Texas Massage Academy plans to operate a Massage School located at 3301 S 14th Street Unit 35A.

Expected Hours of Operation: Monday to Sunday 9 am to 10 pm.

Expected Class size: 20 students with 2 instructors.

All operations will be conducted within the facility.

Texas Massage Academy has been licensed as a Massage School since 2011 in Brownwood Texas and is looking to expand into the Abilene area by bringing a 2nd licensed facility closer to many of their students. This will allow the many residents of Abilene and the surrounding areas that are wanting to become a massage therapist an opportunity to achieve this dream.

In 2022 27% of all American Adults received at least 1 massage, this is up from 23% the year prior. 45% of all Americans have received a professional massage during their life. With the growing number of people seeking massages, there is a growing need for professional massage therapy education programs.

At this location, student will be taught all aspects of the massage program, including classroom and lab instruction, instruction in various massage modalities and services, and being required to perform massage services on the general public. Additionally, Texas Massage Academy will provide retail items available to the public and students, CPR Classes to the students and public, and CE classes to currently licensed Massage Therapists.

Texas Massage Academy's facility is located within a large property and will not have any adverse impact on any of the surrounding property owners or the City, thus no improvements are needed. The property surrounding Texas Massage Academy is a large shopping complex that includes large parking lots, the influx of students and clients will not impact the neighbors within the property except in a positive way by bringing additional shoppers to the area.



CONDITIONAL USE PERMIT

Case: CUP-2023-03

Owner: Waco Parkdale, LP

Agent: Kathleen Mazy

Request: A CUP to allow for a Trade School in a GR zoning district.

Location: 3301 South 14th Street, Suite #35A

Notification: 1 in Favor, 0 Opposed

Planning & Zoning: June 6, 2023

Council Hearing: June 22, 2023
July 13, 2023

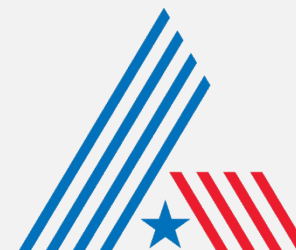




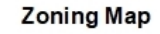
AERIAL LOCATION MAP



- Legend
- CUP-2023-03
 - CourierParcels



CITY OF
ABILENE
TEXAS



Legend

- CUP-2023-03**
-  Arterial
 -  Collector
 -  RS-6: Residential Single-Family
 -  RS-8: Residential Single-Family
 -  RS-12: Residential Single-Family
 -  MD: Medium Density Residential
 -  O: Office
 -  GR: General Retail



**CITY OF
ABILENE
TEXAS**



SUITE LOCATION MAP

Unit 35A Highlighted in Red





VIEWS OF SUBJECT PROPERTY



Subject Property

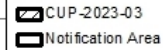


East Neighboring
Property



West Neighboring
Property



0- Opposed- 



FINDINGS AND RECOMMENDATIONS

The proposed request is consistent with:

- The proposed *Comprehensive Plan*;
- The surrounding uses and zoning;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.

P&Z Recommendation: **Approval**, subject to:

1. Compliance with the proposed Plan of Operation; and
2. The CUP being limited to Suite 35A.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/22/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **11. Ordinance (First Reading) CUP-2023-04: Receive a Report, Hold a Discussion and Take Action on A Request From Marla Pollitt – Clearview RV, LLC to Apply a Conditional Use Permit to Approximately 11.16 Acres on a Site Zoned Agricultural Open (AO) and PDD-42 to Allow an RV Park Within the Portion of the Lot Zoned Agricultural Open. Located at 4051 W. Lake Road**
(Tim Littlejohn)

GENERAL INFORMATION

The subject property is located in the Pleasant Hills Estates Subdivision. The applicant proposes to use the Agricultural Open (AO) zoned piece of property for a 20 spot RV Park. A Plan of Operations from the applicant describing the proposed use of the site is attached with this report.

SPECIAL CONSIDERATIONS

The property to the north is zoned Agricultural Open (AO). The property to the east is zoned Planned Development – 42 (PD-177), also known as Water Crest Ranch. Properties to the south are zoned Mobile Home (MH). To the west, across W. Lake Road is Agricultural Open (AO) and the portion of this site zoned PDD-42.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval**, subject to the compliance with the proposed Plan of Operations.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. 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 A 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 23 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 Two Thousand Dollars (\$2,000.00). 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 22nd day of June, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of May, 2023, 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 22nd day of June, 2023, 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 13th day of July, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

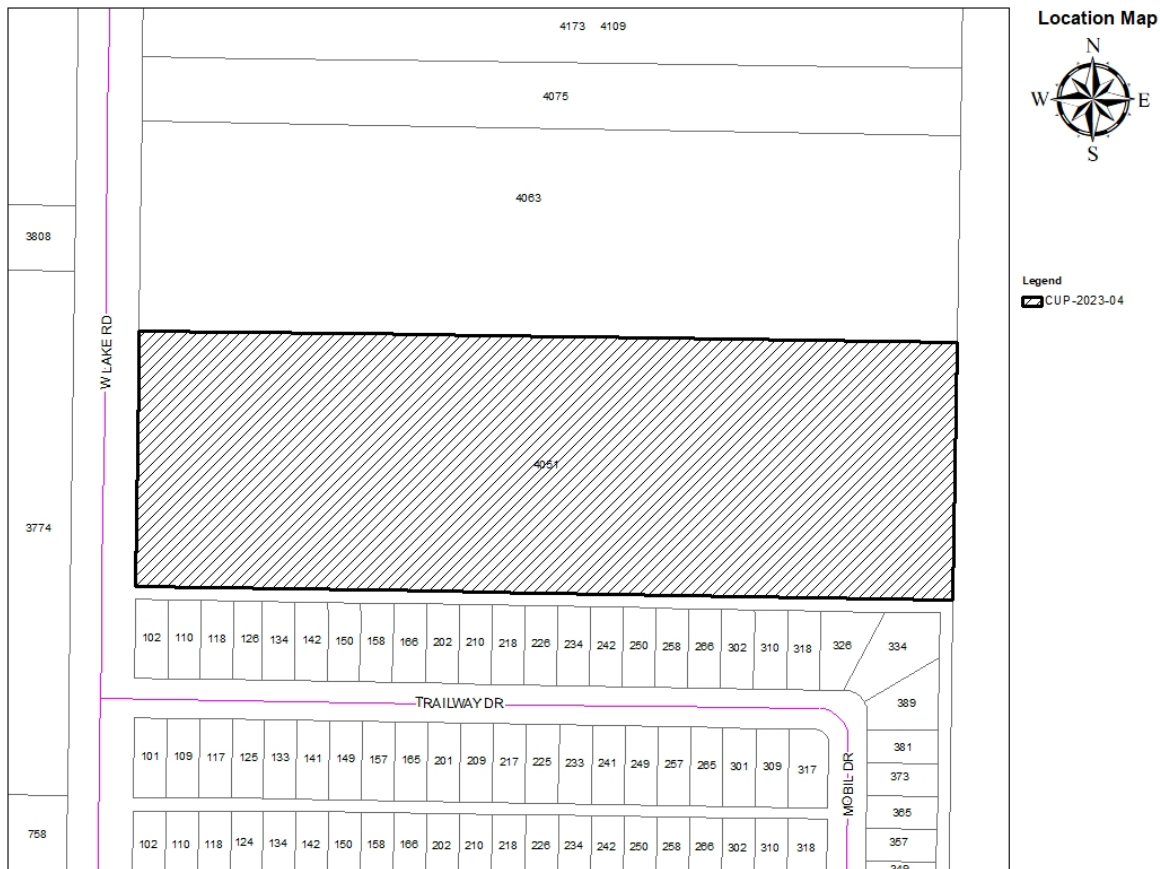
Approve a Conditional Use Permit (CUP) on a site zoned Agricultural Open (AO) and PDD-42 to allow an RV Park within the 6.7 acres of the subject site zoned Agricultural Open (AO).

The Conditional Use Permit is subject to compliance with the following conditions:

1. The RV Park shall operate in accordance with the submitted Plan of Operation (**EXHIBIT B**).
2. A Type A buffer yard shall be required along the eastern property line.
3. The width, design, and each turning radius of the internal ring road shall be subject to Public Works and Fire Marshal approval.
4. Hard surfacing of the internal ring road and each parking pad shall be required.
5. The RV Park shall be limited to 20 pad spaces.
6. The CUP shall be limited to the 6.7 acres of the subject site zoned AO.

Legal description being Lot 411, Block 3, Section 1, Pleasant Hills Estates, Abilene, Taylor County, Texas.

Located at 4051 W Lake Road, Abilene, Taylor County, Texas.



Over Yonder RV Park

4051 W Lake
Abilene, TX

February 6, 2023

Request for new RV Park

The RV park will have 20 spots on 3 acres with electric, water, and sewer at each spot

We want to continue to provide a family feel to our guest like the RV park we have in Olney, TX

The park will be open 24 hours with onsite management

All spots will be pull through- 60 ft by 25 ft with 25 ft between spots

This project will be done in phases

PHASE 1- Define and clear limits

PHASE 2- set lines with water, sewer and electric

PHASE 3- bring in road base for spots and roads

PHASE 4- construct restrooms/shower house

PHASE 5- complete on site management quarters

PHASE 6 - provide covered parking and RV spots

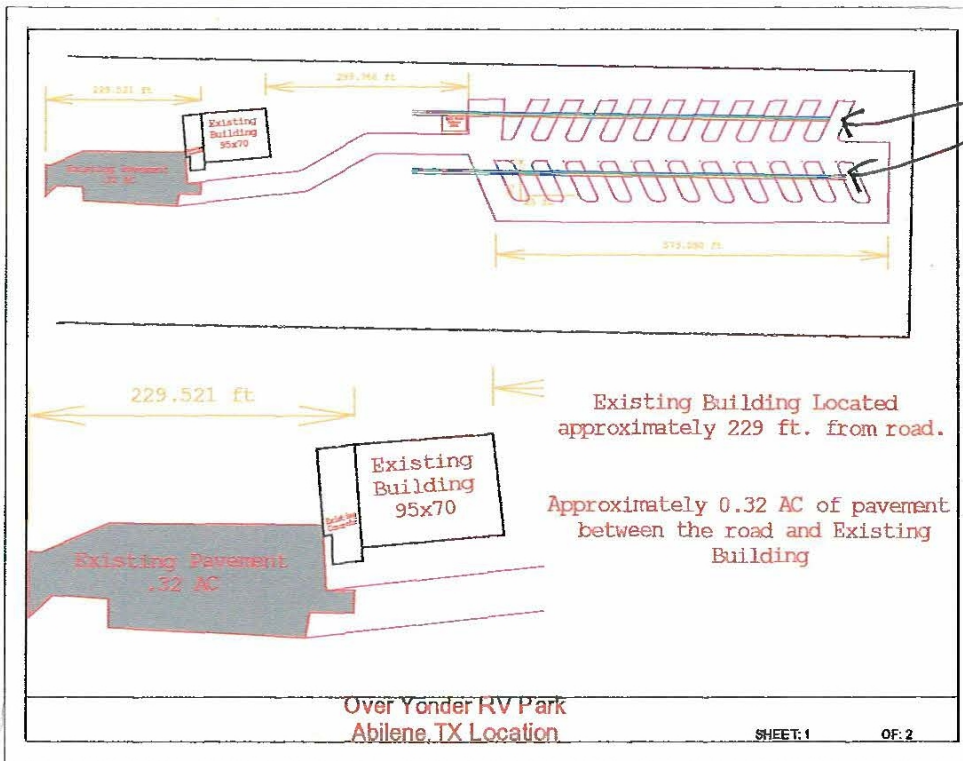
PHASE 7 - onsite laundry

PHASE 8 - on site storage buildings

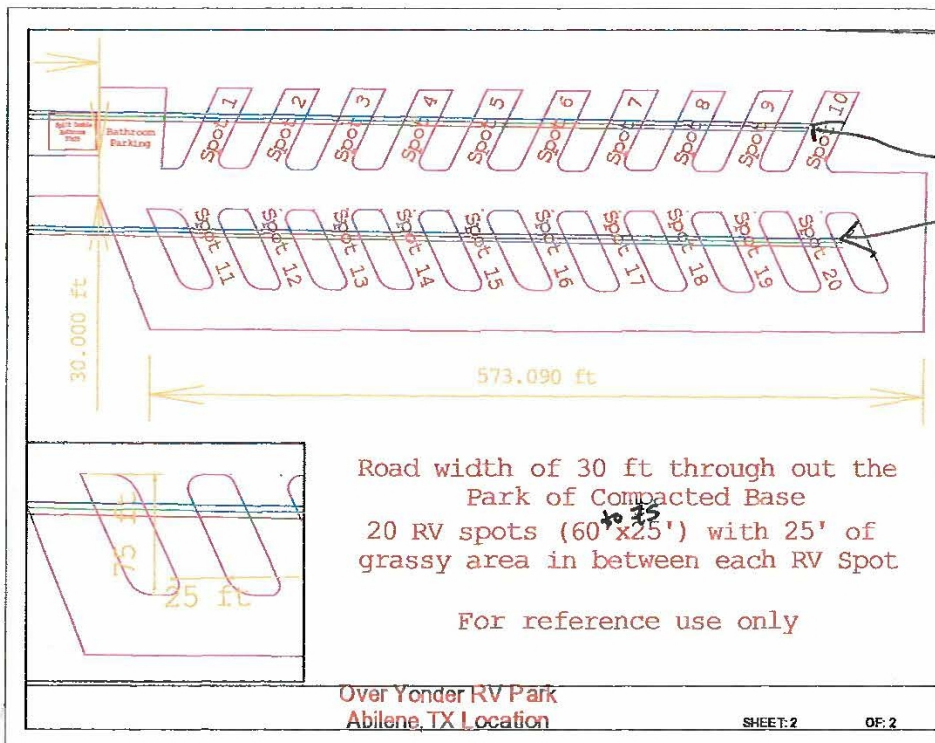
Marla Pollitt- clear view RV LLC

940-564-4229

4051 W. Lake



4051 W. Lake



END

ZONING CASE CUP-2023-04

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: June 6, 2023
City Council 1st Reading: June 22, 2023
City Council 2nd Reading: July 13, 2023

Applicant

Owner/Agent: Marla Pollitt - Clearview RV, LLC

Case Manager

Mason Teegardin – Planner

Request

A Conditional Use Permit on a 11.16-acre site zoned Agricultural Open (AO) and PDD-42 to allow an RV Park on the 6.7 acres of the subject site that is zoned Agricultural Open. The remainder of the subject is included in PDD-42, and would not be affected if the CUP is granted.

Location

Lot 411, Block 3, Section 1, Pleasant Hills Estates, at 4051 W Lake Road.

Background

The subject property is located in the Pleasant Hills Estates Subdivision. The applicant proposes a 20 space RV Park on the 6.7 acres zoned Agricultural Open (AO). A Plan of Operation describing the proposed use is attached with this report.

Existing Uses/Zoning

The property to the north is zoned Agricultural Open (AO). The property to the east is zoned Planned Development (PD-177), also known as Water Crest Ranch. Properties to the south are zoned Mobile Home (MH). To the west, across W Lake Roads is zoned Agricultural Open (AO).

Criteria Assessment

Staff has reviewed the request based upon the factors established in Section 1.4.3.5, Criteria for Approval, of the Land Development Code. These factors are identified and addressed below:

1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.

The Future Land Use Map recommends Very Low Residential. It is common for RV Parks to be located within Agricultural Open (AO) zoning. A mobile home development is located to the south. All of the acreage to the immediate east is zoned PD-177 and will be developed as a single-family residential community known as Water Crest Ranch. Plats for Water Crest Ranch have been approved and development has begun. For that reason, the proposed use must be developed in a manner that will not diminish the use or value of PD-177.

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations

The proposed use, as designed, is not consistent with the surrounding zoning to the east. The proposed use would only be compatible with PDD-177 if base surfacing of the internal ring road and

parking pads is upgraded from compacted base to hard surfacing, as required by the LDC, and if the eastern portion of the park includes a buffer yard. Compacted base surfacing would result in dust and is not durable over the long term.

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 use should not negatively affect the surrounding uses to the north, south, or west, but would have a negative impact on the use of PD-177. To mitigate potential negative impacts on PD-177, the eastern portion of the subject site should be buffered, the driving aisles should have hard surfacing, as required by the LDC to mitigate dust, any trash collection areas should be located away from the eastern property line.

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 will generate more traffic but it should not be conflicting or hazardous to the anticipated traffic from upcoming development in the area or the existing traffic.

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 does not generate a level of traffic that would adversely affect the existing road network in the vicinity of the subject site.

6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.

The use does generate visual impacts on PD-177 that should be mitigated by buffering.

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.

The use would comply with all applicable LDC requirements. A Site Plan review is required at this location because it will be a new development on a previously undeveloped lot.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval**, subject to the following conditions:

1. The RV Park shall operate in accordance with the submitted Plan of Operation, which includes the conceptual site layout.
2. A Type A buffer yard shall be required along the eastern property line.
3. The width, design, and each turning radius of the internal ring road shall be subject to Public Works and Fire Marshal approval.
4. Hard surfacing of the internal ring road and each parking pad shall be required.
5. The RV Park shall be limited to 20 pad spaces.
6. The CUP shall be limited to the 6.7 acres of the subject site zoned AO.

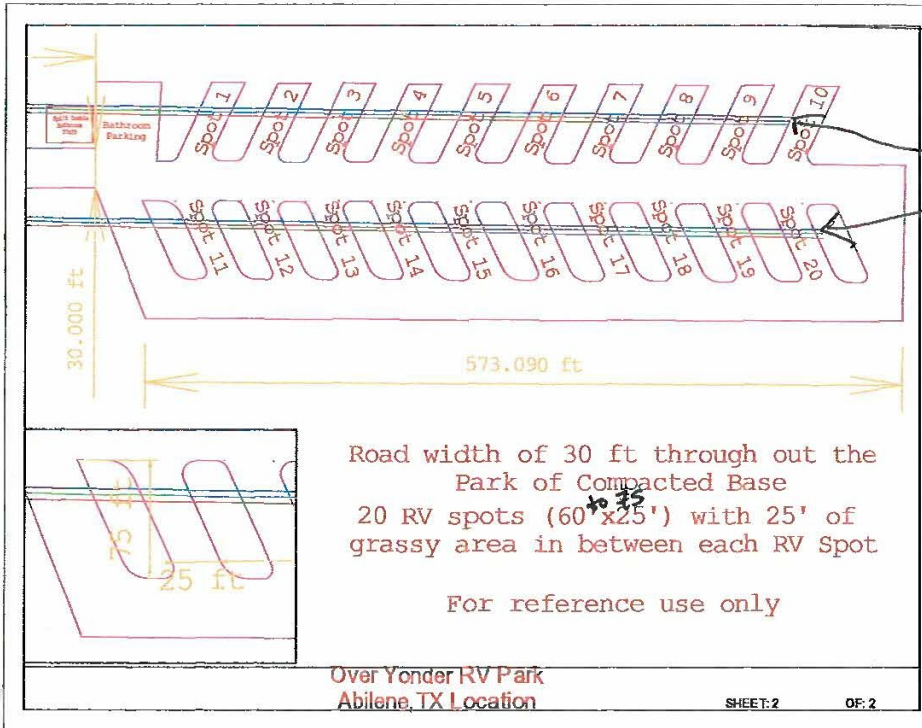
NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
BLANTON RANDY	96531	4063 W LAKE RD	
CLEAR VIEW RV LLC	31613	4051 W LAKE RD	
DANKWORTH DAN	20030	3774 W LAKE RD	
MOORE GREATHOUSES LLC	31359	202 TRAILWAY DR	
WEST TEXAS LAND GUYS	22018		
MOORE GREATHOUSES LLC	36114	250 TRAILWAY DR	
MOORE GREATHOUSES LLC	35711	226 TRAILWAY DR	
MOORE GREATHOUSES LLC	36624	310 TRAILWAY DR	
VESTAL GRACE	30461	118 TRAILWAY DR	
MOORE GREATHOUSES LLC	30850	142 TRAILWAY DR	
MOORE GREATHOUSES LLC	30588	126 TRAILWAY DR	
NICHOLS ANN	35441	210 TRAILWAY DR	
MOORE GREATHOUSES LLC	37021	334 TRAILWAY DR	
MOORE GREATHOUSES LLC	31104	158 TRAILWAY DR	
MOORE GREATHOUSES LLC	37150	389 MOBIL DR	
MOORE GREATHOUSES LLC	31231	166 TRAILWAY DR	
MOORE GREATHOUSES LLC	37277	381 MOBIL DR	
	30296	110 TRAILWAY DR	
MOORE GREATHOUSES LLC	30151	102 TRAILWAY DR	
BLACKBURN JANE	30717	134 TRAILWAY DR	
MOORE GREATHOUSES LLC	35579	218 TRAILWAY DR	
MOORE GREATHOUSES LLC	36235	258 TRAILWAY DR	
MOORE GREATHOUSES LLC	36752	318 TRAILWAY DR	
MARTINEZ FLORANCE	36353	266 TRAILWAY DR	
DANKWORTH DAN	19906	3808 W LAKE RD	
MOORE GREATHOUSES LLC	35986	242 TRAILWAY DR	
MOORE GREATHOUSES LLC	36882	326 TRAILWAY DR	
MOORE GREATHOUSES LLC	35836	234 TRAILWAY DR	
MOORE GREATHOUSES LLC	30978	150 TRAILWAY DR	
MOORE GREATHOUSES LLC	36482	302 TRAILWAY DR	

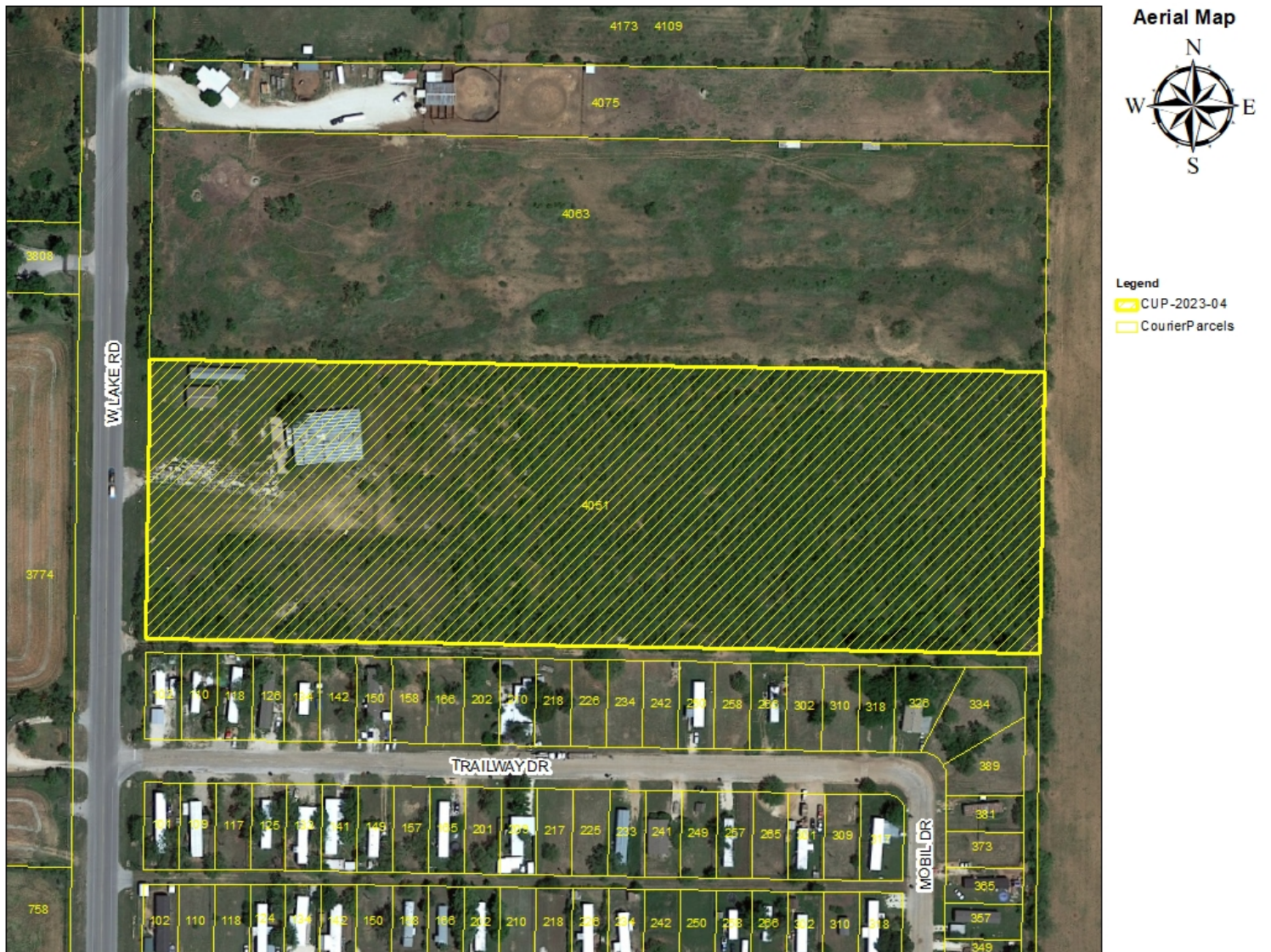
SITE LAYOUT

4051 W. Lake

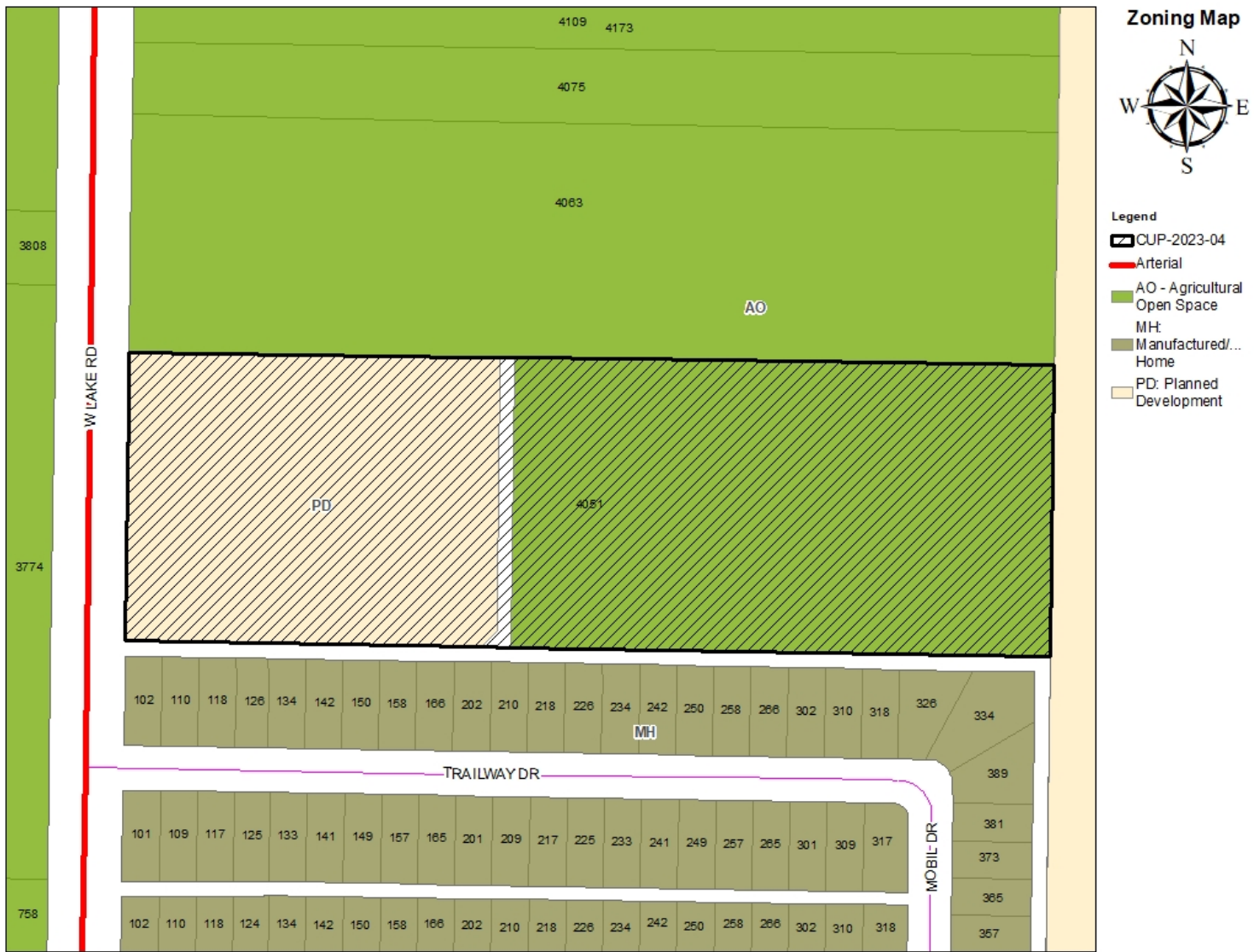


Water, electric, sewer

LOCATION MAP



ZONING MAP





CONDITIONAL USE PERMIT

Case: CUP-2023-04

Owner/Agent: Marla Pollitt – Clearview RV, LLC

Request: Apply a Conditional Use Permit on a site zoned Agricultural Open (AO) and PDD-42 to allow an RV Park within the portion of the lot zoned Agricultural Open.

Location: 4051 W Lake Road

Notification: 0 in Favor, 0 Opposed

Planning & Zoning: June 6, 2023

Council Hearing: June 22, 2023
July 13, 2023



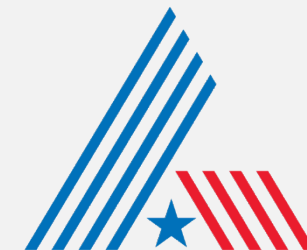


AERIAL LOCATION MAP



Legend

- CUP-2023-04
- CourierParcels



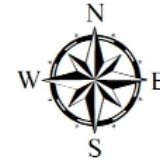
CITY OF
ABILENE
TEXAS



ZONING MAP

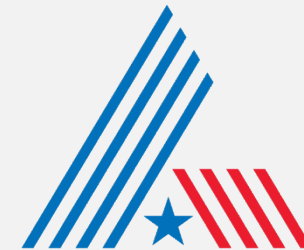


Zoning Map



Legend

- CUP-2023-04
- Arterial
- AO - Agricultural Open Space
- MH: Manufactured/... Home
- PD: Planned Development

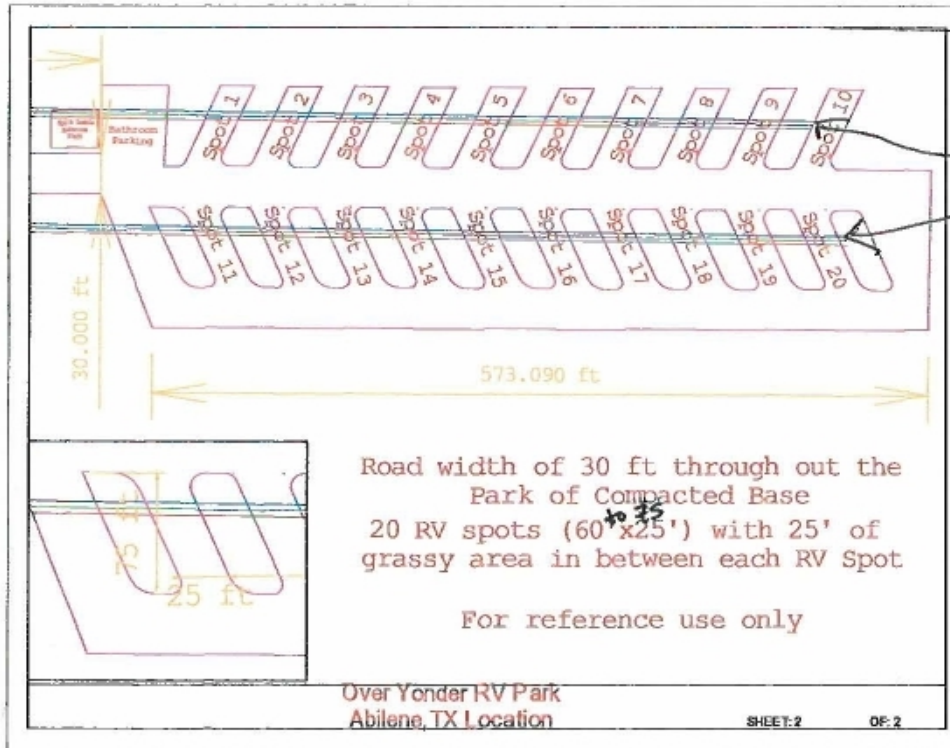


CITY OF
ABILENE
TEXAS

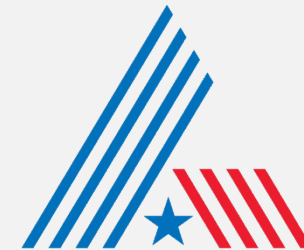


SITE LAYOUT

4051 W. Lake



Water, electric, sewer



CITY OF
ABILENE
TEXAS



VIEWS OF SUBJECT PROPERTY



North Neighboring
Property



South Neighboring Property



West Neighboring Property

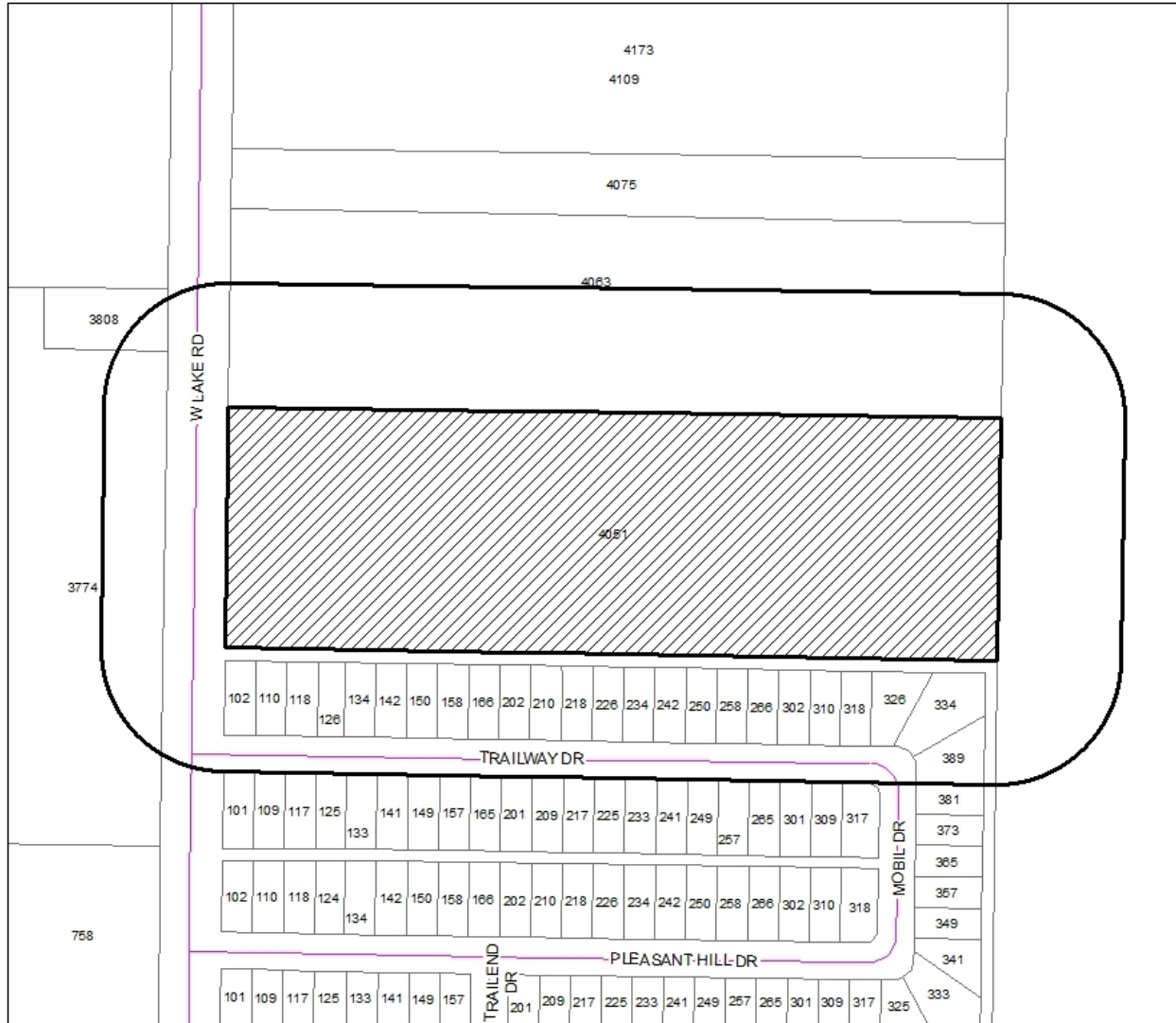


Subject Property





NOTIFICATION AREA MAP



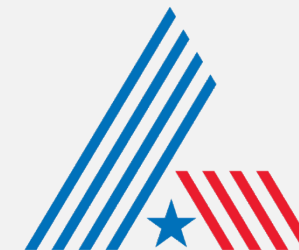
Notification Map



Legend

- CUP-2023-04
- Notification Area

- 0- In Favor- ●
- 0- Opposed- ●



CITY OF
ABILENE
TEXAS



FINDINGS

The proposed request, is consistent with:

- The *Comprehensive Plan*;

The proposed use, as designed, however, is not consistent with:

- The proposed use and zoning of property to the east;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.





RECOMMENDATION

P&Z can only recommend **approval** subject to the following conditions:

1. The RV Park shall operate in accordance with the submitted Plan of Operation, including the conceptual site layout.
2. A Type A buffer yard shall be required along the eastern property line.
3. The width, design, and each turning radius of the internal ring road shall be subject to Public Works and Fire Marshal approval.
4. Hard surfacing of the internal ring road and each parking pad shall be required.
5. The RV Park shall be limited to 20 pad spaces.
6. The CUP shall be limited to the 6.7 acres of the subject site zoned AO.

If the applicant is not agreeable with the above conditions, P&Z would recommend **denial**.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/22/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **12. Ordinance (First Reading) Z-2023-15: Receive a Report, Hold a Discussion and Take Action on a Request from IWS2 Investments, LLC to Change the Zoning of Approximately 1.26 Acres from Residential Single Family-6 (RS-6) to Multi-Family Residential (MF) Located on the 900 Block of Minda Street (Tim Littlejohn)**

GENERAL INFORMATION

This property has remained vacant since annexation. The property owner would like to expand the allowed uses on this property by rezoning to a multi-family zoning district. The property owner has an accompanying application for a thoroughfare closure for Manila Street running adjacent to the west property line.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Z-2023-20 Ordinance
2. Z-2023-15 Staff Report
3. Z-2023-15

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 Two Thousand Dollars (\$2000.00). 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 22nd day of June, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of May, 2023, 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 22nd day of June 2023, 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 13th day of July, 2023.

ATTEST:

CITY SECRETARY

MAYOR

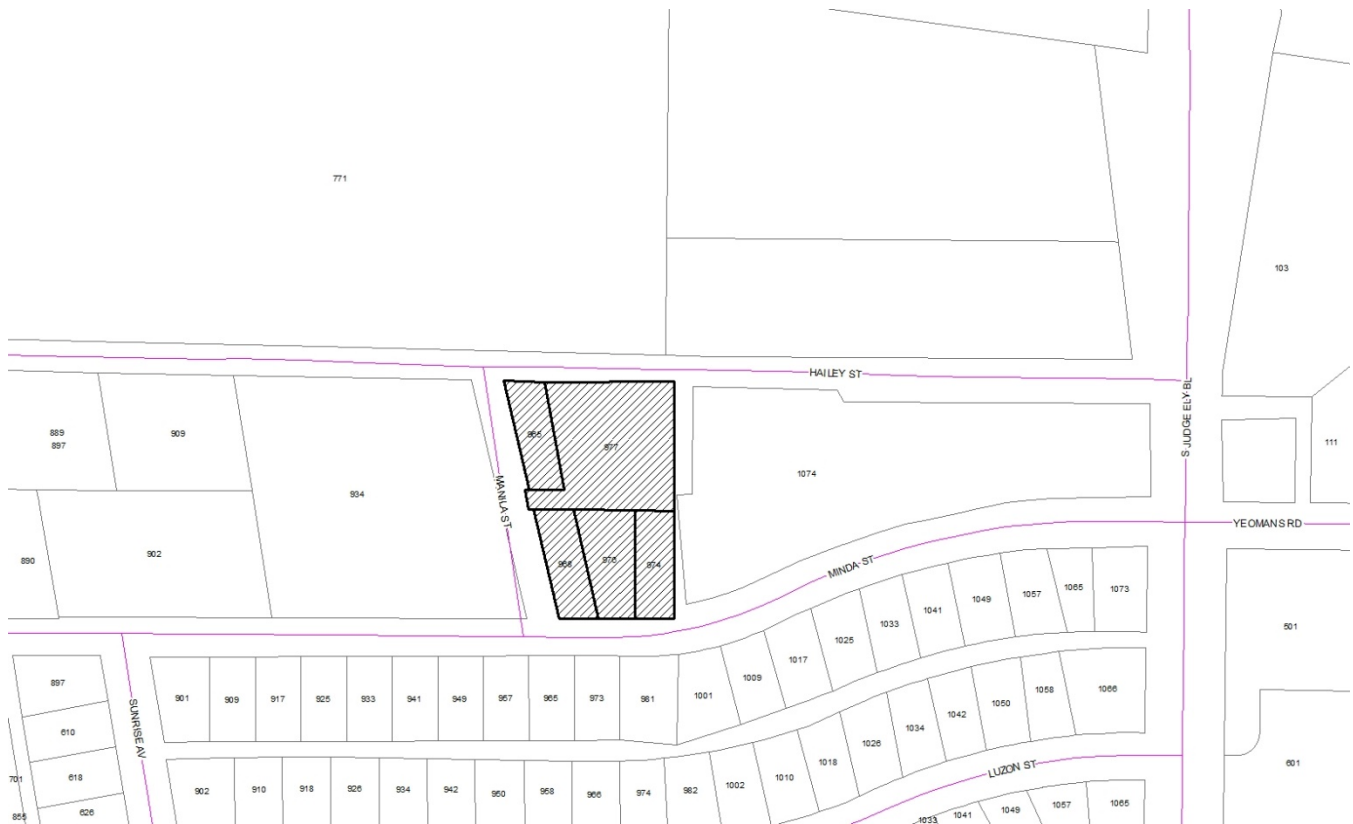
APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from the Residential Single-Family (RS-6) district to the Residential Multi-family (MF) district.

Location: 968-976 Minda Street and 965 and 977 Hailey Street. Legal description being Block 23, Williams Estate Subdivision, Abilene, Taylor County, Texas



END

ZONING CASE Z-2023-15

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: June 6, 2023

City Council 1st Reading: June 22, 2023

City Council 2nd Reading: July 13, 2023

Applicant

Owner: IWS2 Investments, LLC

Agent: Jacob & Martin

Case Manager

Adam Holland – Planner

Request

Rezoning of 1.26 acres from Residential Single-Family (RS-6) to Residential Multi-Family (MF).

Location

968-974 Minda Street and 965-977 Hailey Street in the Williams Estate Subdivision, Block 23.

Background

This property has remained vacant since annexation. The property owner would like to expand the allowed uses on this property by rezoning to a multi-family zoning district. The property owner has an accompanying application for a Thoroughfare Closure for Manila Street adjacent to the west property line. It should be noted that if the Thoroughfare Closure request is approved, and if this rezoning request is approved, the former right-of-way would automatically be zoned as MF by virtue of MF zoning on each side of the former right-of-way.

Zoning, Existing and Proposed Land Use

MF zoning exists to the west of the property and RS-6 zoning is south of the property. East and north of the property there is Heavy Industrial zoning. Nearby existing land uses include single-family residences, a steel plant to the north, and a church 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 (FLUM) recommends low density residential use which is inconsistent this request. The comprehensive plan identifies this area as being a

1

suburban/transitional character area, which encourages varying housing options. The request is consistent with suburban/transitional character recommendation of the Comprehensive Plan, and is also more appropriate given the nature of the surrounding uses.

(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 MF zoning is consistent with the uses surrounding the subject property. MF zoning acts as a transition from the heavier industrial zoning districts to the single-family residential uses.

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

This property has adequate utility services for residential use.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

None known.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval**.

Notification

TABLE 1

Owner

Owner	Property ID	Situs	Response
CAMPBELL CHRISTOPHER	64454	974 LUZON ST	
CONNER BOBBY RAY	64333	966 LUZON ST	
EBENGO IBADIYE MAMIE &	61621	1009 MINDA ST	
ELLIOTT SAMMY LEE &	64207	958 LUZON ST	
GINDRATT ISIAH JR ET AL	61344	1025 MINDA ST	
GONZALES FELECITY MAUVE	61881	981 MINDA ST	
HEGER THOMAS P & YING L	64709	1002 LUZON ST	
HILL CHARLES	64585	982 LUZON ST	
HIRSCHFELD PROPERTIES LP	974937	771 VIRGIL ST	
IWS2 INVESTMENTS LLC	974961	968 MINDA ST	
IWS2 INVESTMENTS LLC	974959	977 HAILEY ST	
IWS2 INVESTMENTS LLC	974962	974 MINDA ST	
IWS2 INVESTMENTS LLC	980717	934 MINDA ST	
IWS2 INVESTMENTS LLC	113619	976 MINDA ST	
KIMMEL KAX INC	974960	965 HAILEY ST	
KING SOLOMON BAPTIST	59145	1074 MINDA ST	
MITCHELL MISTI GAYLE	62008	973 MINDA ST	
MITCHELL PAMELA GAYLE	62263	957 MINDA ST	
MUDAGIRI SHEMU &	62389	949 MINDA ST	
MUSONERA EVARISTE &	62133	965 MINDA ST	
NTAWUKENASHAKA SERGE &	62527	941 MINDA ST	
RICHARDSON MANUELA J	61762	1001 MINDA ST	
RODRIGUEZ LUCILLA	64843	1010 LUZON ST	
TAYLOR LAWANDA	61477	1017 MINDA ST	
WASHINGTON WILLIE L	64081	950 LUZON ST	

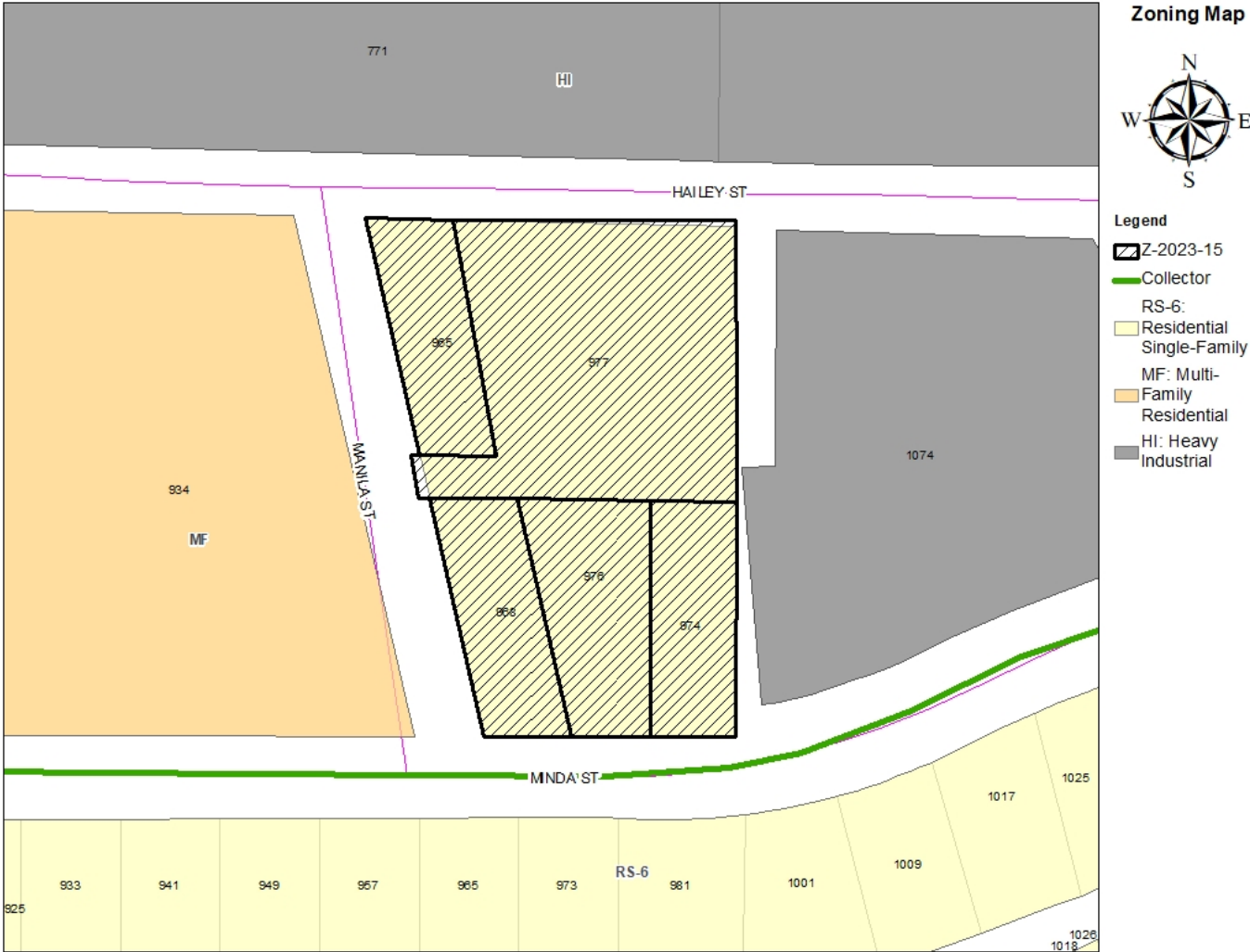
Prop ID

Owner	Property ID	Situs	Response
KING SOLOMON BAPTIST	59145	1074 MINDA ST	
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IWS2 INVESTMENTS LLC	974959	977 HAILEY ST	
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IWS2 INVESTMENTS LLC	974961	968 MINDA ST	
IWS2 INVESTMENTS LLC	974962	974 MINDA ST	
IWS2 INVESTMENTS LLC	980717	934 MINDA ST	

LOCATION MAP



ZONING MAP





REZONE REQUEST

Case: Z-2023-15

Owner: IWS2, LLC

Agent: Jacob & Martin

Request: Rezone 1.26 acres from RS-6 to MF

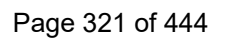
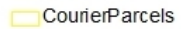
Location: 968-974 Minda Street and 965-977 Hailey Street

Notification: 0 in Favor, 0 Opposed

Planning & Zoning: June 6, 2023

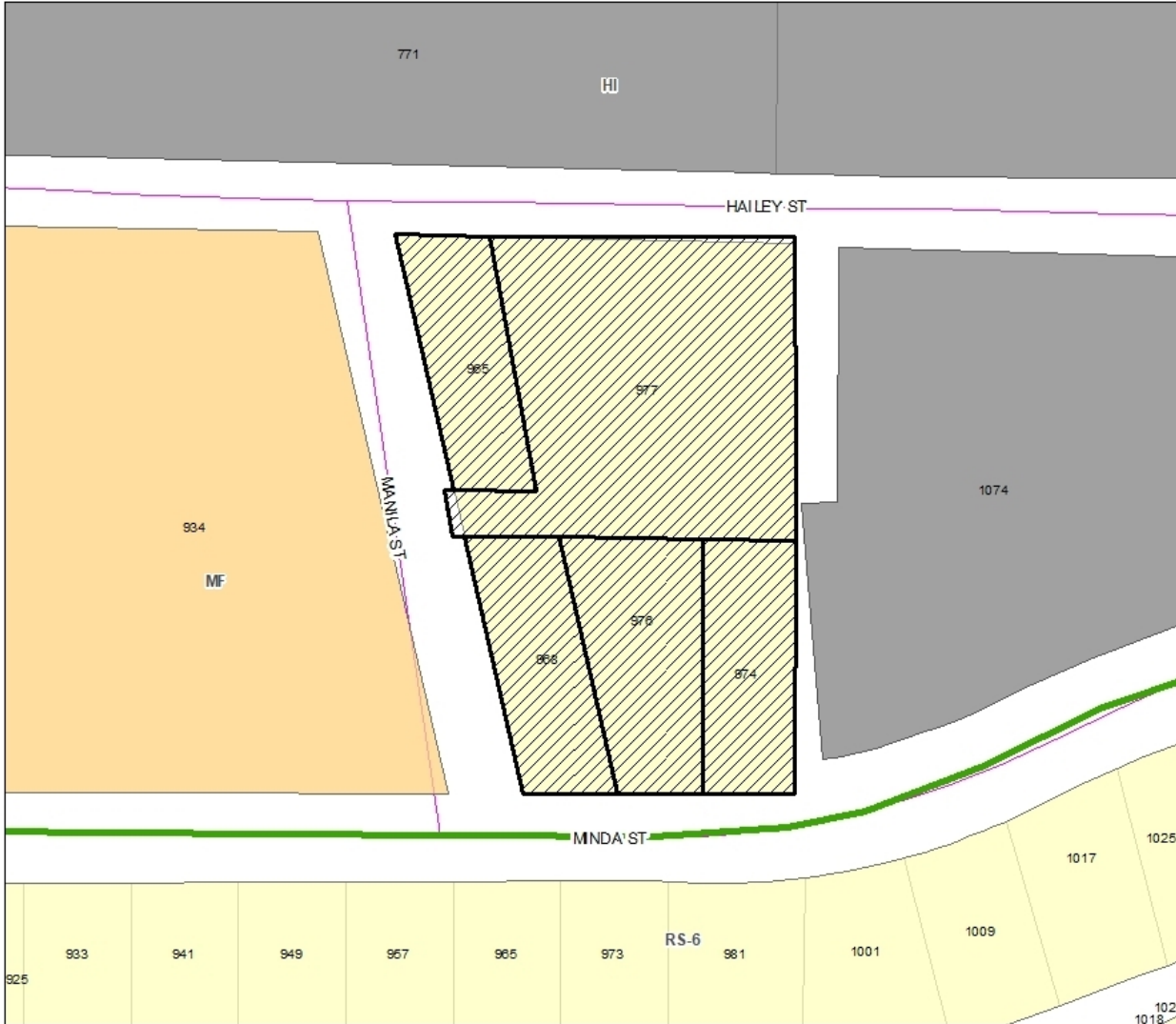
City Council Hearing: June 22, 2023
July 13, 2023







Z-2023-15 ZONING MAP



Zoning Map



Legend

- Z-2023-15
- Collector
- RS-6:
 - Residential Single-Family
 - MF: Multi-Family Residential
- HI: Heavy Industrial





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 Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





Permitted Uses in MF Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached
- C Group Home

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C Personal Care Facility
- C Rehabilitation Facility
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



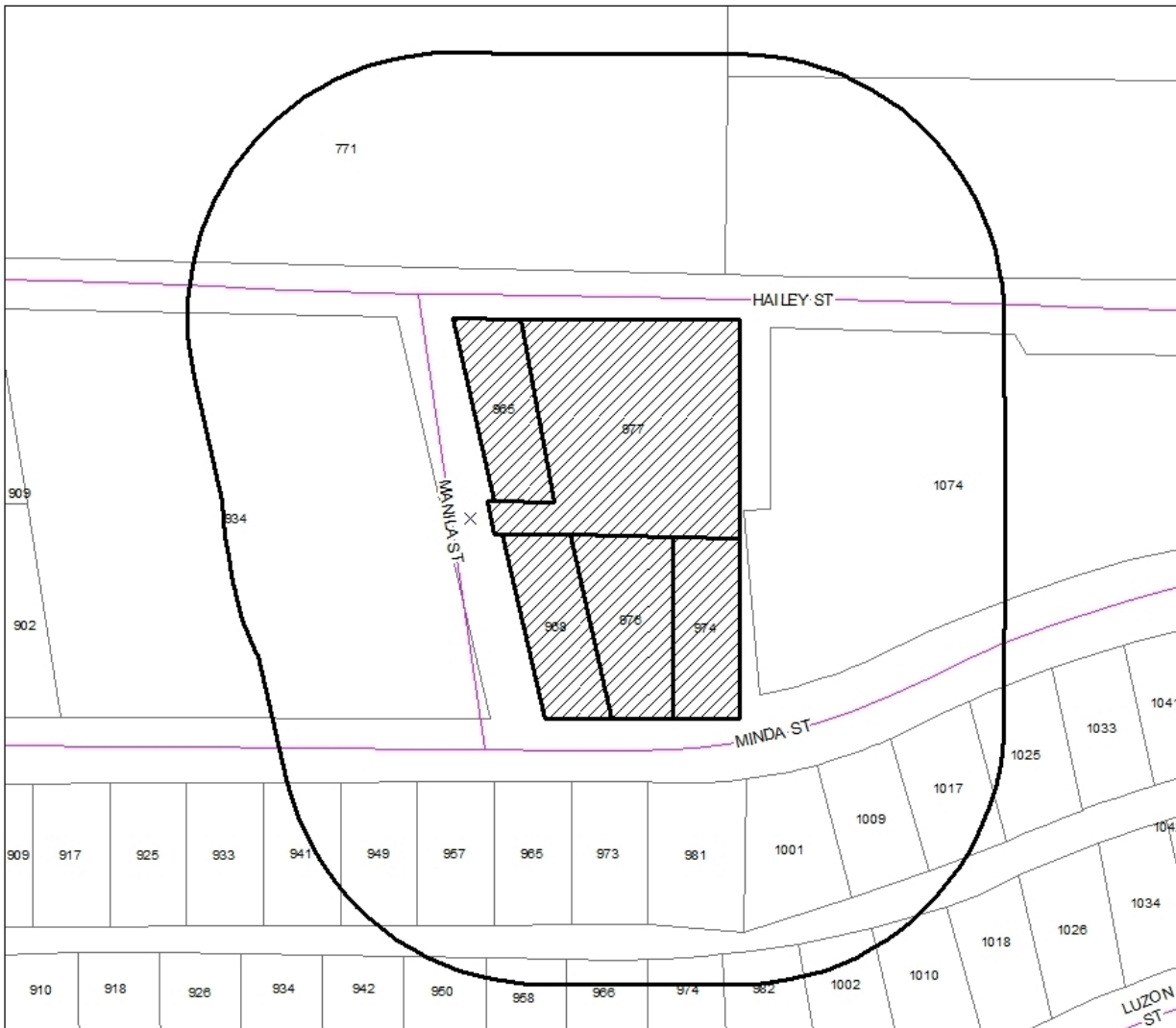


Z-2023-15 VIEWS OF SUBJECT & NEIGHBORING PROPERTIES





Z-2023-15 NOTIFICATION AREA MAP



Notification Map



Legend

- Notification Area
- Z-2023-15

- 0- In Favor- ●
- 0- Opposed- ●
- 0% Opposed





FINDINGS AND RECOMMENDATIONS

The proposed request for MF rezoning is *consistent* with:

- The *Comprehensive Plan*;
- The surrounding uses and zoning;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.

P&Z Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/22/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **13. Ordinance (First Reading) Z-2023-17: Receive a Report, Hold a Discussion and Take Action on a Request from Mike and Buffi Awtry to Change the Zoning of Approximately 0.08 Acres from Agricultural Open (AO) to Heavy Commercial (HC). Located at 2401 E. Stamford Street *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property is located within the Blind Asylum Lands. The applicant had two parcels rezoned to Heavy Commercial (HC) in January 2023 (Z-2022-24, Z-2022-25). It was determined that there was not adequate space to satisfy the driveway requirements of the City, so the applicant purchased the subject property for that purpose and is requesting that the additional acreage be rezoned to HC.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of this request by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. Applicant Exhibit
3. Staff Report
4. 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 A 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 changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Two Thousand Dollars (\$2,000.00). 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 22nd day of June, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of May, 2023, 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 22nd day of June, 2023, 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 13th day of July, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

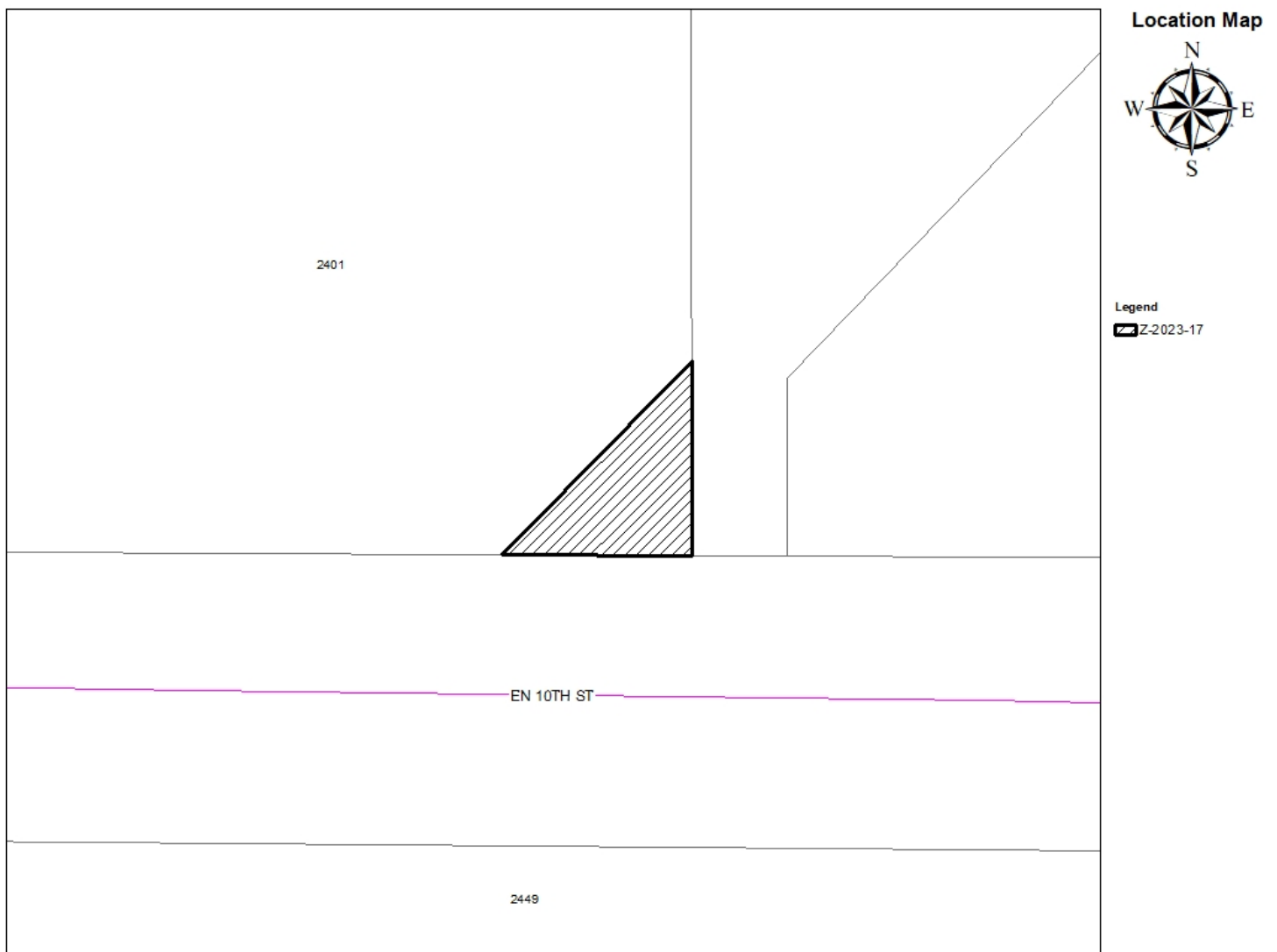
ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land from an Agricultural Open (AO) District to a Heavy Commercial (HC) District.

Legal description being 3363 square feet of land out of a 67.4-acre tract out of Block 9 and Block 3, Jackson Subdivision of Section 32, Blind Asylum Lands, Abilene, Taylor County, Texas.

Located at 2401 E Stamford Street, Abilene, Taylor County, Texas.



END



Yellowhouse Abilene, TX

SOUTH ENTRANCE SIGNAGE | MAR | 2023

SOUTH ENTRANCE SIGN



SOUTH ENTRANCE SIGN









SOUTH ENTRANCE SIGN



ZONING CASE Z-2023-17

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: June 6, 2023
City Council 1st Reading: June 22, 2023
City Council 2nd Reading: July 13, 2023

Applicant

Owner: Mike and Buffi Awtry
Agent: Matthew Muzechenko

Case Manager

Mason Teegardin – Planner

Request

Rezone approximately 0.08 acre from Agricultural Open (AO) to Heavy Commercial (HC).

Location

0.08 acres of land out of a 67.4-acre tract out of Block 9 and Block 3, Jackson Subdivision of Section 32, Blind Asylum Lands, at 2401 E Stamford Street.

Background

The subject property is located within the Blind Asylum Lands. The applicant had two parcels rezoned to Heavy Commercial (HC) in January 2023 (Z-2022-24, Z-2022-25). It was determined that there was not adequate space to satisfy the driveway requirements of the City, so the applicant purchased the subject for that purpose and is requesting that the additional acreage be rezoned to HC.

Zoning, Existing and Proposed Land Use

The property to the north is zoned Agricultural Open (AO) and Heavy Commercial (HC). The property to the east is zoned Heavy Commercial (HC). The property to the south is zoned General Commercial (GC). The property to the west is zoned Agricultural Open (AO).

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 proposed request is consistent with the Comprehensive Plan and Future Land Use Map.

- (2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.**

The proposed zoning is consistent with the previous rezoning cases (Z-2022-24, Z-2022-25) for this project.

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

This property has access to all required utilities.

(4) **Any other factors, which will substantially affect the public health, safety, morals, or general welfare.**

None.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval**.

NOTIFICATIONS

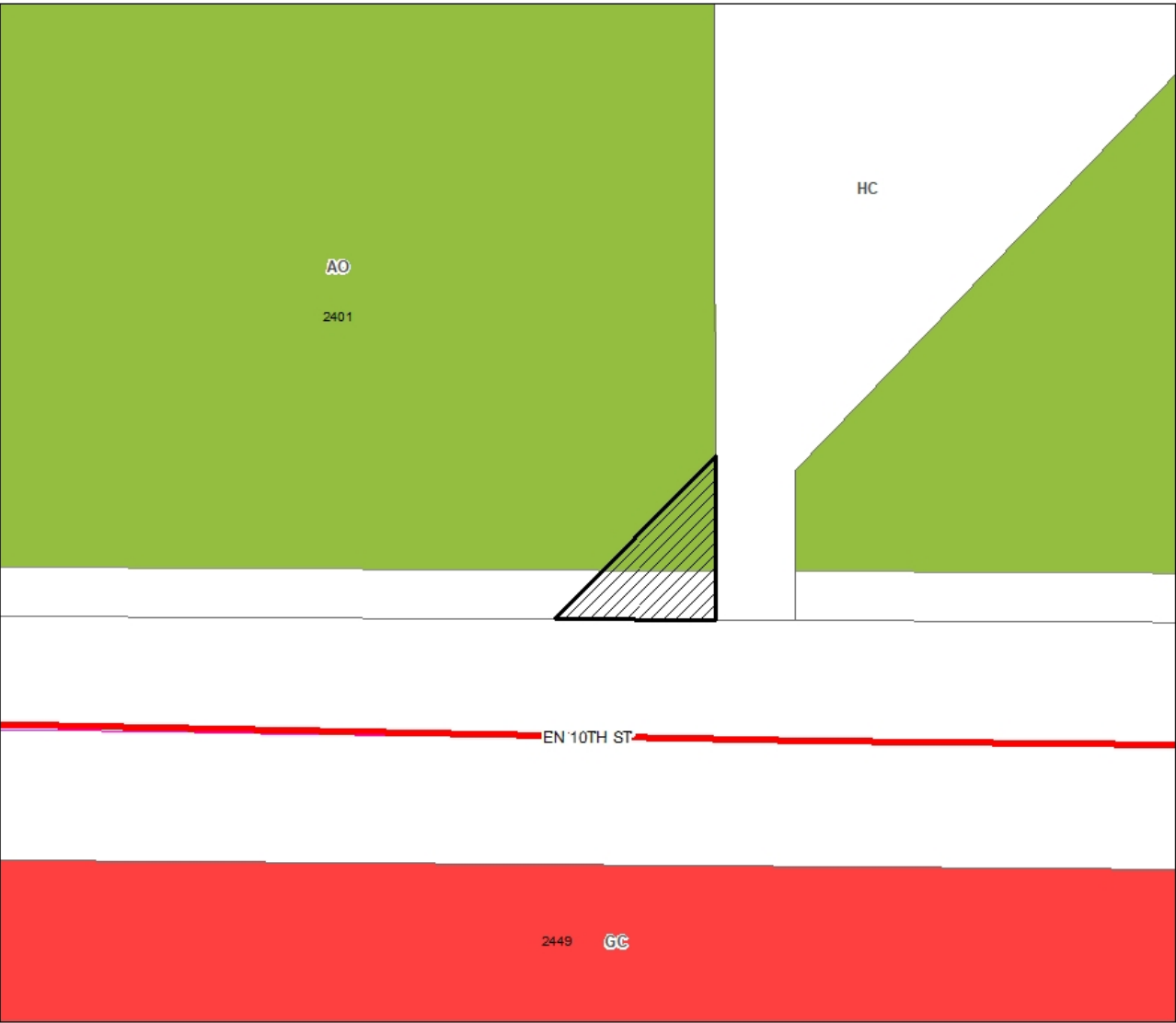
Legend:
O- Opposed
F- In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
AWTRY MIKE & BUFFI	1088184		
AWTRY MIKE & BUFFI	1017941	2401 E STAMFORD ST	
ABILENE CHRISTIAN UNIVERSITY	22574	2449 EN 10TH ST	
AWTRY MIKE & BUFFI	1088185		

LOCATION MAP



ZONING MAP



Zoning Map



Legend

- Z-2023-17
- Arterial
- AO - Agricultural Open Space
- GC: General Commercial



REZONE REQUEST

Case: Z-2023-17

Owner: Mike and Buffi Awtry

Agent: Matt Muzechenko

Request: Rezone 0.08 acre from AO to HC

Location: 2401 East Stamford Street

Notification: 0 in Favor, 0 Opposed

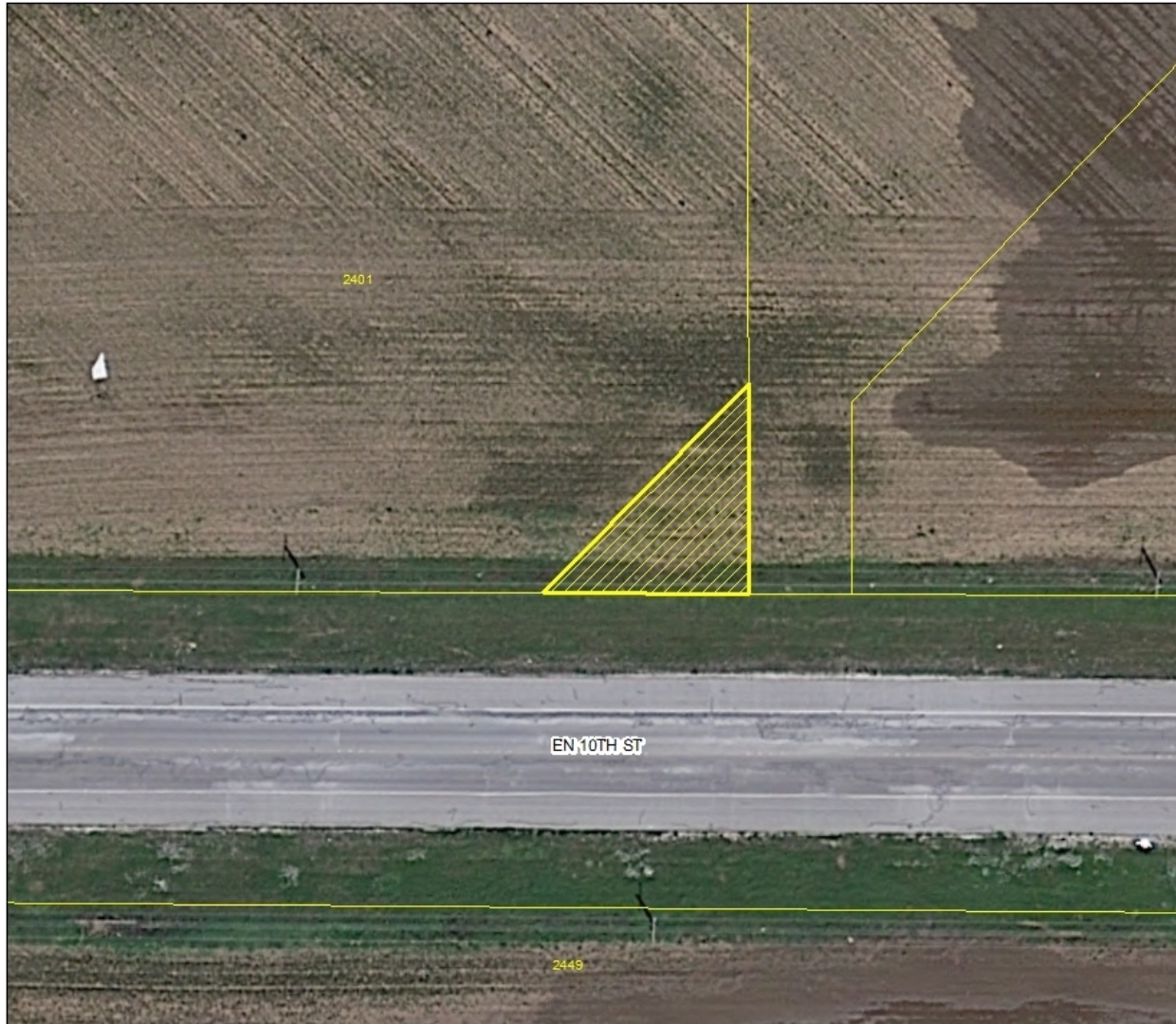
Planning & Zoning: June 6, 2023

Council Hearing: June 22, 2023
July 13, 2023





AERIAL LOCATION MAP



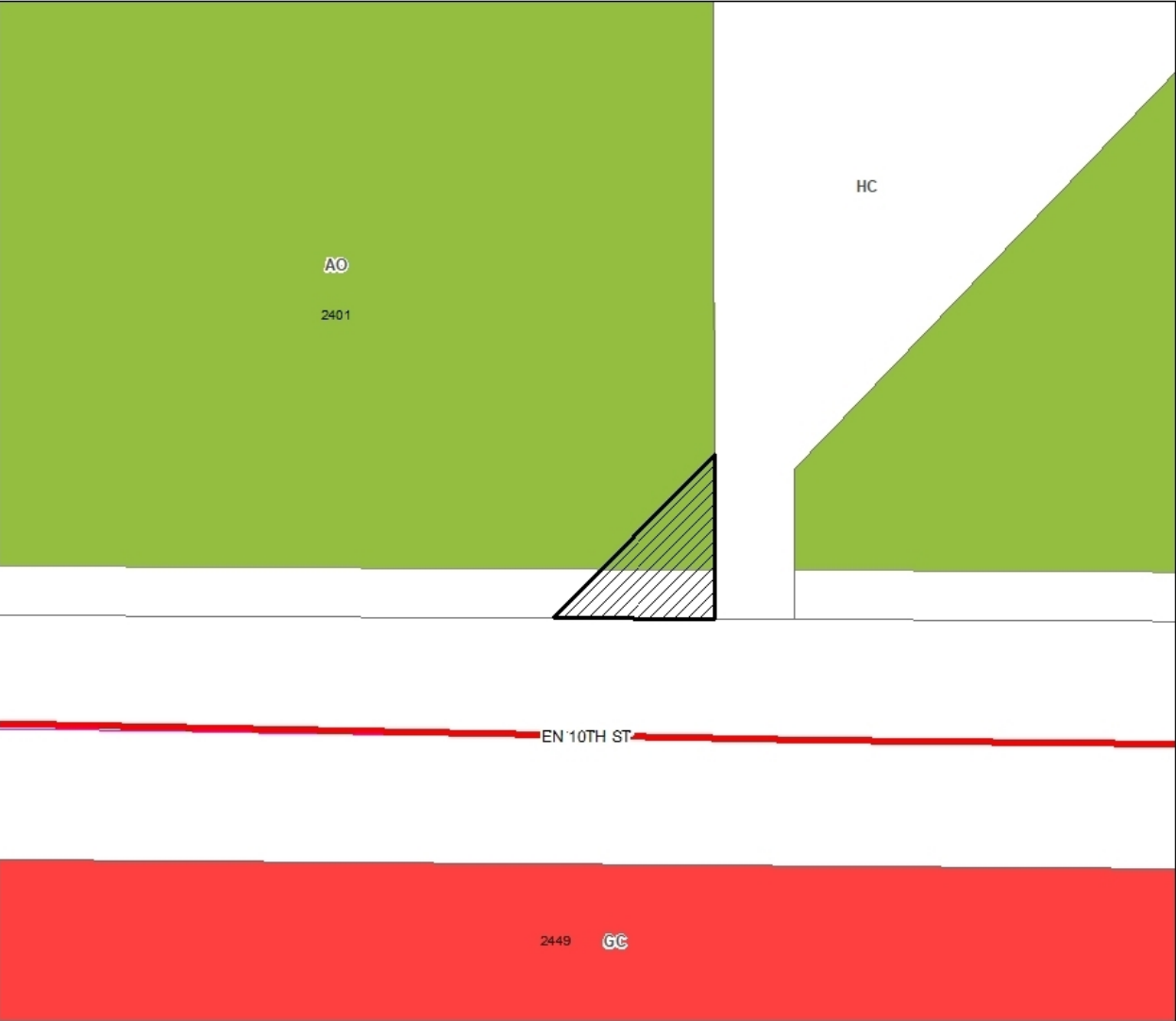
Legend

- Z-2023-17
- CourierParcels





ZONING MAP



Zoning Map



- Legend
- Z-2023-17
 - Arterial
 - AO - Agricultural Open Space
 - GC: General Commercial





VIEWS OF SUBJECT PROPERTY



West Neighboring
Property



East Neighboring
Property



Subject Property



South Neighboring
Property



CITY OF
ABILENE
TEXAS



PERMITTED USES IN AO ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling– Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- 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 Animal Lot
- P/C Day Care Operation – Home-Based*
- P Dwelling – Accessory*
- TP Field Office or Construction Office (temporary)*
- P Freight Container*
- P Garage Sale
- P Home Occupation
- C Mobile Home (permanent security residence)
- C Mobile Home (temporary security residence)
- 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:

- p Civic, Social, and Fraternal Organization
- P Fairgrounds/Rodeo
- C Motorized Racing
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Zoo

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- C Correction, Detention, or Penal Facilities
- P Fire/Police Station
- C Military and Armed Forces Reserve Center
- C Sanitary Landfill

LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment

EDUCATIONAL AND RELIGIOUS USES:

- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P School: Public/Private

SERVICE

- C Kennel (with outdoor pens)
- P Kennel (without outdoor pens)
- P Veterinary Service (all size animals)

TRADE – RETAIL USES

- C Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Airport, Heliport and Flying Field Terminals – Commercial
- C Antenna Tower – Commercial
- P Public Utility Facility
- C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Farming, Ranching & Livestock, Hatchery
- C Mining
- C Petroleum or Gas Well
- P Urban Garden



CITY OF
ABILENE
TEXAS



PERMITTED USES IN HC ZONING

RESIDENTIAL USES:

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 Drive-Through Facility
TP Field Office or Construction Office (temporary)
P Freight Container
P Fuel Sales
TP Itinerant Business
P Manufacturing (incidental)
C Mobile Home (permanent security residence)
TP Mobile Home (temporary security residence)
P Mobile Home or Temporary Building (office for sales and service)
P Recycling Collection Point
C Travel Trailers (accessory to hospitals)
P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

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

TRADE – RETAIL USES

P Aircraft and Accessories
P ATM's, Self-Serve Kiosks, and Similar Facilities
P Fuel Sales
P Head Shop
P Liquor Store (Off Premises Consumption) (Defined under Liquor Store)
P Liquor Store (On Premises Consumption) (Defined under Liquor Store)
P Restaurant, Brew Pub
P Restaurant, Fast Food
P Restaurant, Standard
P Retail Sales/Rental (automobile/small truck)
P Retail Sales/Rental (indoor)
P Retail Sales/Rental (outdoors, non-vehicle)
P Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
C Antenna Tower - Commercial
P Automobile Parking Lot or Structure - Commercial
P Broadcast Studio
P Passenger Ground Transportation Terminal
P Pressure Control Station
P Public Utility Facility
C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

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

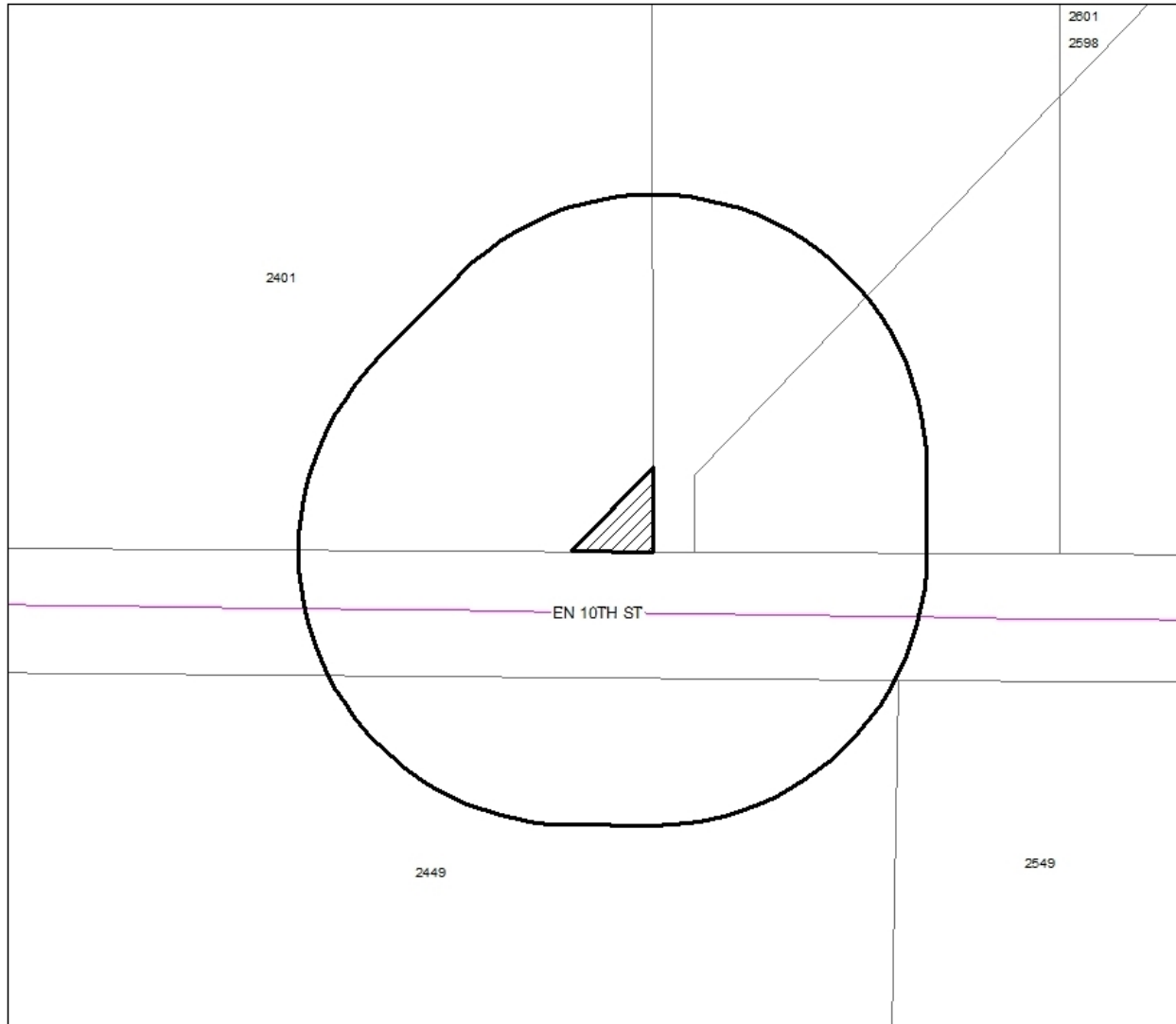
LEGEND

P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
C Permitted as a Conditional Use Permit, Requiring Approval by City Council
TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





NOTIFICATION AREA MAP



Notification Map



Legend

- Z-2023-17
- Notification Area

0- In Favor-

0- Opposed-





FINDINGS AND RECOMMENDATIONS

The proposed request is consistent with:

- The proposed *Comprehensive Plan*;
 - The surrounding uses and zoning;
 - Generally accepted planning principals; and
 - The Criteria for Approval in the LDC.
-
- P&Z Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/22/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **14. Ordinance (First Reading) Z-2023-19: Receive a Report, Hold a Discussion and Take Action on a Request from Antonio and Elizabeth Gonzales to Change the Zoning of Approximately 0.82 Acres from Agricultural Open (AO) To Mobile Home (MH). Located at 350 Comanche Trail *(Tim Littlejohn)***

GENERAL INFORMATION

This property has remained vacant since annexation. The owner proposes to rezone the site to the Mobile Home zoning district.

SPECIAL CONSIDERATIONS

AO zoning surrounds the property. MH zoning exists nearby to the east of the subject property. Nearby existing land uses include agricultural uses and the Texas State Veterans Cemetery at Abilene to the south.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Z-2023-19 Ordinance
2. Z-2023-19 Staff Report
3. Z-2023-19

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 Two Thousand Dollars (\$2000.00). 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 22nd day of June, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of May, 2023, 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 22nd day of June 2023, 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 13th day of July, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from the Agricultural Open (AO) district to the Mobile/Manufactured Home (MH) district.

BEING 0.82 acres out of Section 46, Block 16, T. & P. RR. Company Surveys, Jones County, Texas, said 0.82 acres being part of a 24.48 acre tract recorded in Instrument No. 182151, Official Public Records, Jones County, Texas and being more particularly described as follows:

BEGINNING at a 3/8" rebar set on the SBL of said Section 46 and said 24.48 acre tract, and the NBL of Comanche Trail (80-foot right-of-way), for the southeast corner of this tract, whence an aluminum monument found at the most southerly southwest corner of Lot 1, Block A, Gonzales Subdivision, as shown by plat recorded in Slide 323, Plat Records, Jones County, Texas bears S89°22'31"E 207.66 feet;

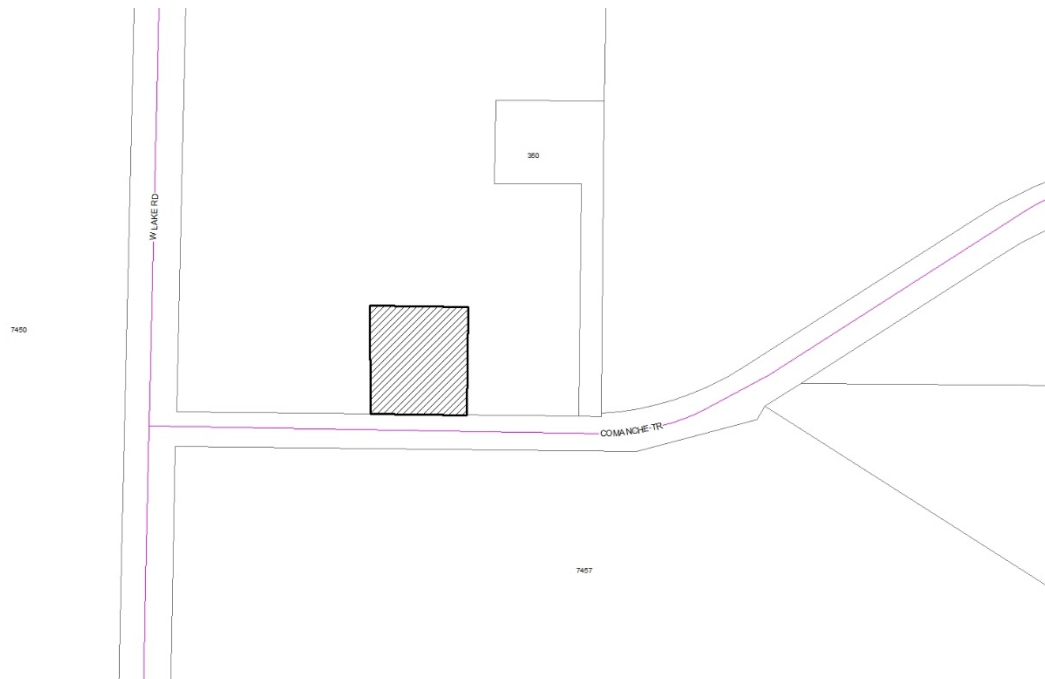
THENCE N89°22'31"W 177.66 feet, along the SBL of said Section 46 and said 24.48 acre tract, to a 3/8" rebar set on the NBL of Comanche Trail, for the southwest corner of this tract, whence a 3/8" rebar found on the NBL of said trail and the EBL of F.M. Highway 600 (100 foot right-of-way - AKA West Lake Road), at the southwest corner of said 24.48 acre tract bears N89°22'31"W 355.33 feet;

THENCE N0°48'49"E 199.83 feet, over and across said 24.48 acre tract, to a 3/8" rebar set for the northwest corner of this tract;

THENCE S89°22'31"E 177.66 feet, over and across said 24.48 acre tract, to a 3/8" rebar set for the northeast corner of this tract;

THENCE S0°48'49"W 199.83 feet, over and across said 24.48 acre tract, to the place of beginning and containing 0.82 acres of land.

Location: West of 350 Comanche Trail



END

ZONING CASE Z-2023-19

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: June 6, 2023

City Council 1st Reading: June 22, 2023

City Council 2nd Reading: July 13, 2023

Applicant

Owner: Antonio and Elizabeth Gonzales

Agent: Geotex

Case Manager

Adam Holland – Planner

Request

Rezoning of approximately 0.82 acres from Agricultural Open (AO) to Mobile/Manufactured Home (MH).

Location

West of 350 Comanche Trail.

Background

This property has remained vacant since annexation. The owner proposes to rezone the site to the Mobile Home zoning district.

Zoning, Existing and Proposed Land Use

AO zoning surrounds the property. MH zoning exists nearby to the east of the subject property. Nearby existing land uses include agricultural uses and the Texas State Veterans Cemetery at Abilene to the south.

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 (FLUM) recommends low density residential use which is inconsistent with the map. The comprehensive plan identifies this area as being a rural character area. This request is inconsistent with the Comp plan and FLUM, however the owner intends to place one mobile home on this property which would maintain a density of 1 unit per acre, which is a very low density.

- (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 MH zoning is consistent with the uses and zoning surrounding the subject property.

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

This property is served by nearby water lines and will require a septic system.

- (4) **Any other factors, which will substantially affect the public health, safety, morals, or general welfare.**

None known.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval**.

Notification

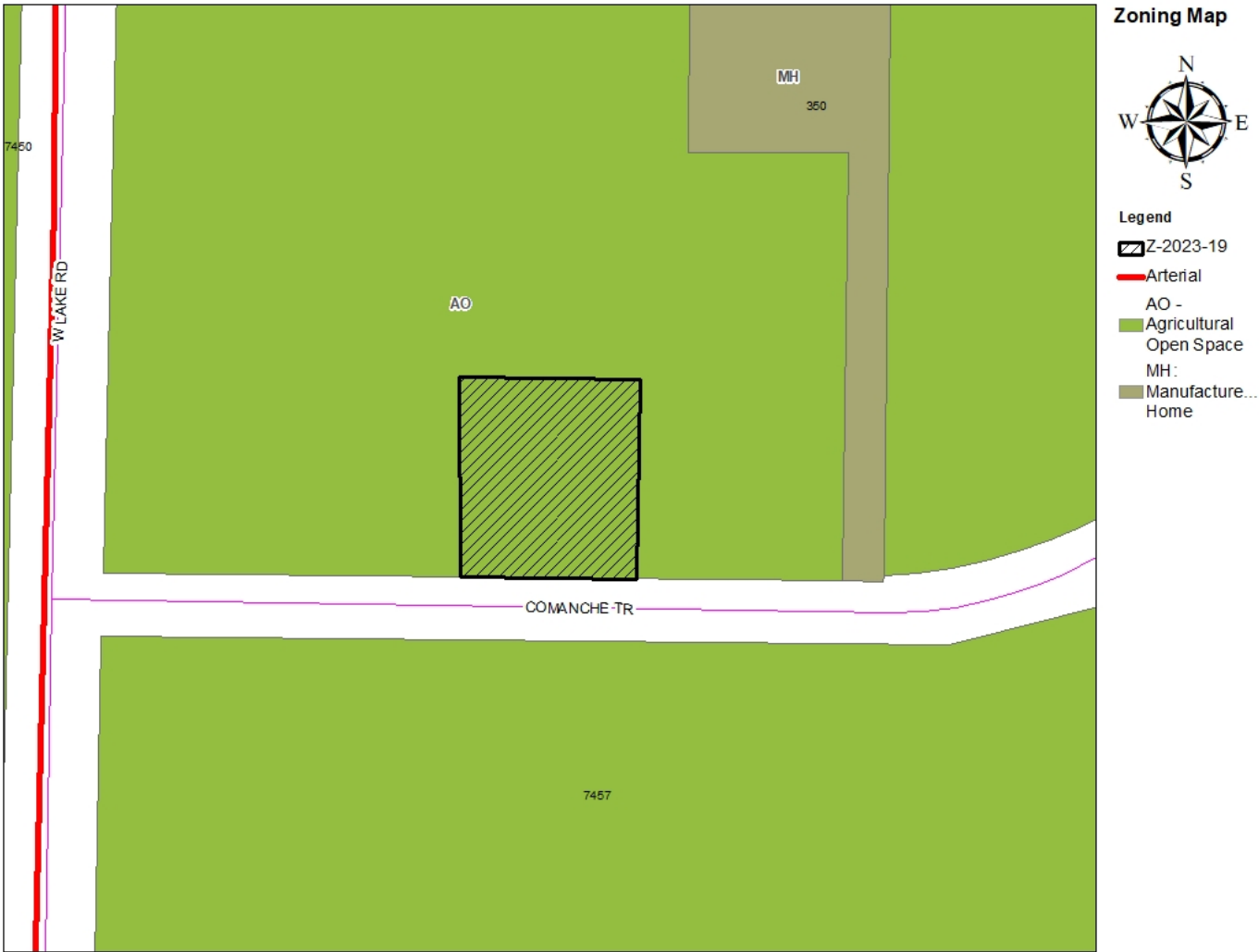
TABLE 1
Owner & Prop ID

Owner	Property ID	Situs	Response
CITY OF ABILENE		7457 W LAKE RD	
Gonzales Antonio P & Elizabeth	54279	350 Comanche Trail	

LOCATION MAP



ZONING MAP





REZONE REQUEST

Case: Z-2023-19

Owner: Antonio and Elizabeth Gonzales

Agent: Geotex

Request: Rezone 0.82 acre from AO to MH

Location: West of 350 Comanche Trail

Notification: 0 in Favor, 0 Opposed

Planning & Zoning: June 6, 2023

City Council Hearing: June 22, 2023
July 13, 2023





Z-2023-19 LOCATION MAP



Aerial Map



Legend

- Z-2023-19
- CourierParcels





Z-2023-19 ZONING MAP



Zoning Map



Legend

Z-2023-19

Arterial

AO -
Agricultural
Open Space

MH:
Manufacture...
Home





Permitted Uses in AO Zoning

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling– Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- 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 Animal Lot
- P/C Day Care Operation – Home-Based*
- P Dwelling – Accessory*
- TP Field Office or Construction Office (temporary)*
- P Freight Container*
- P Garage Sale
- P Home Occupation
- C Mobile Home (permanent security residence)
- C Mobile Home (temporary security residence)
- 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:

- p Civic, Social, and Fraternal Organization
- P Fairgrounds/Rodeo
- C Motorized Racing
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Zoo

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- C Correction, Detention, or Penal Facilities
- P Fire/Police Station
- C Military and Armed Forces Reserve Center
- C Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P School: Public/Private

SERVICE

- C Kennel (with outdoor pens)
- P Kennel (without outdoor pens)
- P Veterinary Service (all size animals)

TRADE – RETAIL USES

- C Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Airport, Heliport and Flying Field Terminals – Commercial
- C Antenna Tower – Commercial
- P Public Utility Facility
- C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Farming, Ranching & Livestock, Hatchery
- C Mining
- C Petroleum or Gas Well
- P Urban Garden

LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





Permitted Uses in MH Zoning

RESIDENTIAL USES:

- P Dwelling – Industrialized Housing Unit
- P Dwelling – Manufactured Home (HUD-Code)
- P Dwelling – Mobile Home
- 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/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)
- C Mobile Home or Temporary Building (Office for sales and service)
- 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
- P Recreation – Outdoors (passive)
- C Recreation – Outdoors (active)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility
- P Petroleum or Gas Well*
- P Urban Garden

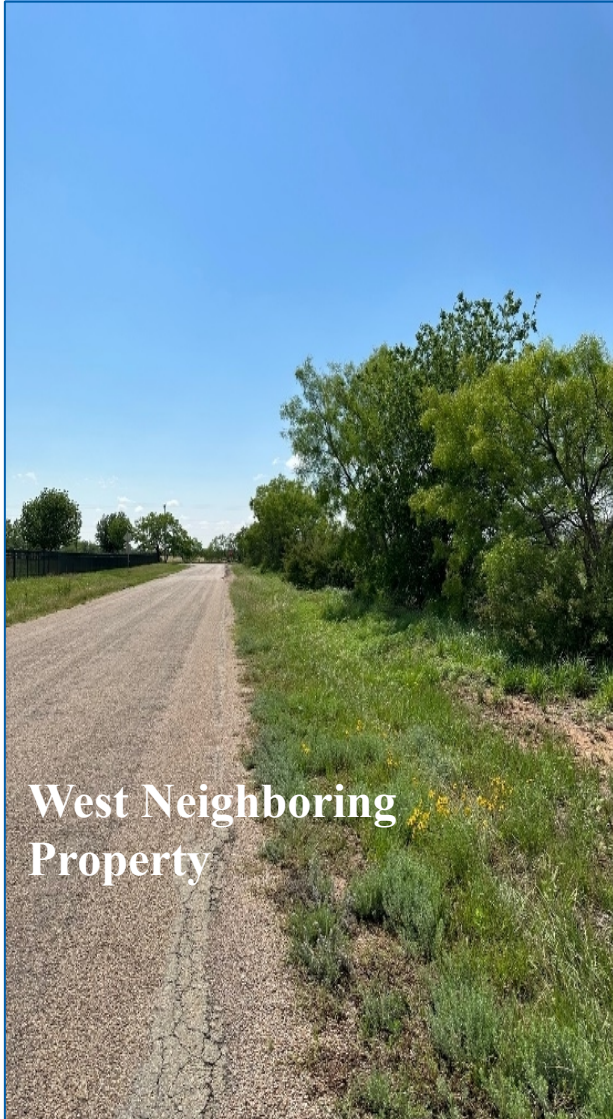
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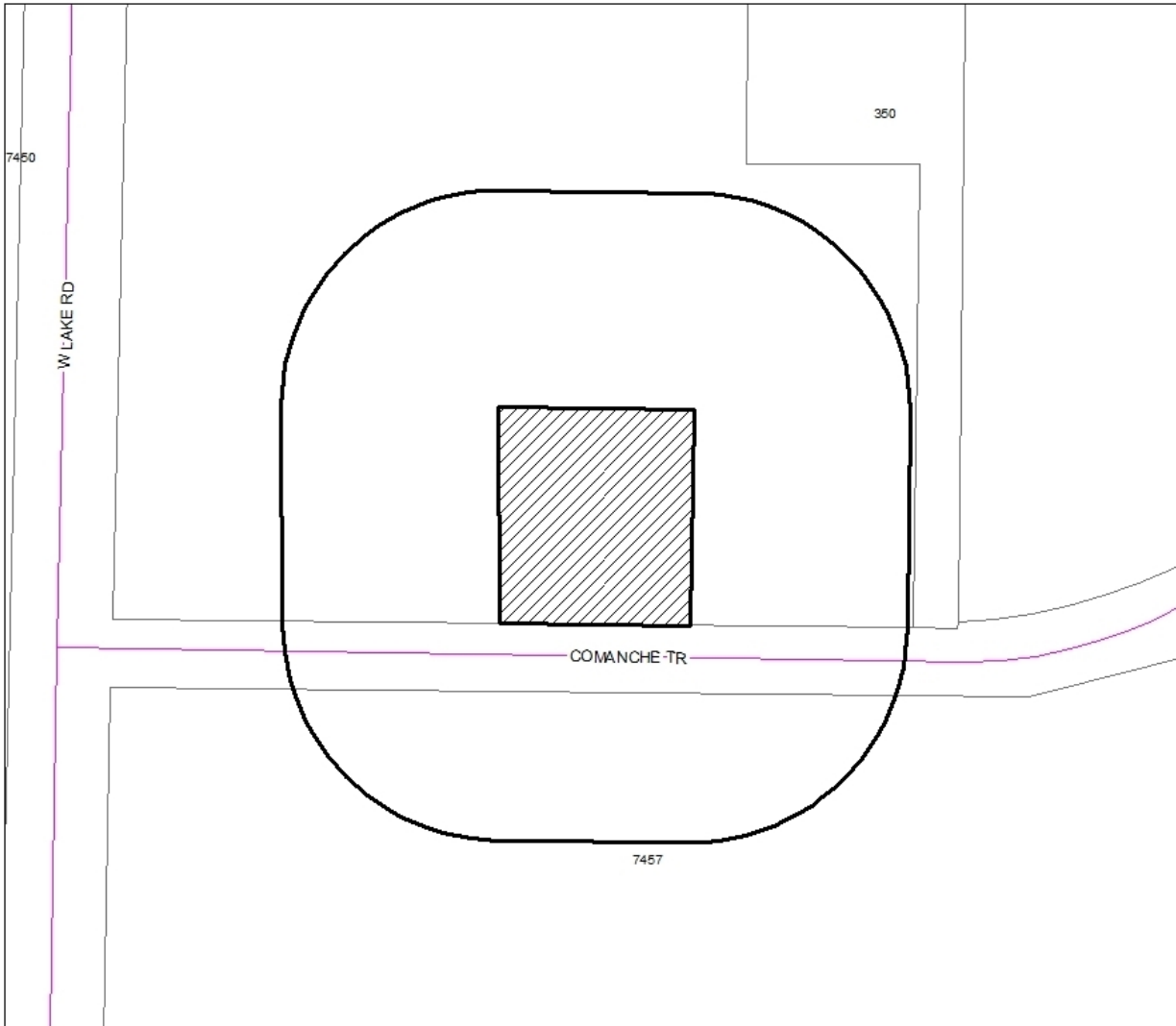


Z-2023-19 VIEWS OF SUBJECT & NEIGHBORING PROPERTIES





Z-2023-19 NOTIFICATION AREA MAP



Notification Map



Legend

- Notification Area
- Z-2023-19

0- In Favor- 
0- Opposed- 
0% Opposed





FINDINGS AND RECOMMENDATIONS

The proposed request for MH rezoning is *consistent* with:

- The *Comprehensive Plan*
- The surrounding uses and zoning;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.

P&Z Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/22/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **15. Ordinance (First Reading) Z-2023-20: Receive a Report, Hold a Discussion and Take Action on a Request from the City Of Abilene on Behalf of Petra Ortiz to Change the Zoning of Approximately 0.32 Acres from Heavy Commercial (HC) to Residential Single-Family (RS-6). Located at 1317 Mesquite Street (*Tim Littlejohn*)**

GENERAL INFORMATION

An existing residence was torn down for the purpose of reusing the property as single-family residential. The original home was a legally nonconforming use that lost that status when the home was demoed. Rezoning is required to allow a new home.

SPECIAL CONSIDERATIONS

RS-6 zoning is north of the property. All existing surrounding land uses are single-family residential.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Z-2023-20 Ordinance
2. Z-2023-20 Staff Report
3. Application
4. Z-2023-20

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 Two Thousand Dollars (\$2000.00). 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 22nd day of June, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of May, 2023, 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 22nd day of June 2023, 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 13th day of July, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from the Heavy Commercial (HC) district to the Residential Single-Family (RS-6) district.

Location: 1317 Mesquite Street. Legal description being the S 100 feet, the N200 feet, and W 140 feet of McNairy's Subdivision, Abilene, Taylor County, Texas



END

ZONING CASE Z-2023-20

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: June 6, 2023

City Council 1st Reading: June 22, 2023

City Council 2nd Reading: July 13, 2023

Applicant

Owner: Petra Ortiz

Agent: City of Abilene

Case Manager

Adam Holland – Planner

Request

Rezoning of approximately 0.32 acres from Heavy Commercial (HC) to Residential Single-Family (RS-6).

Location

1317 Mesquite Street

Background

An existing residence was torn down for the purpose of reusing the property as single-family residential. The original home was a legally nonconforming use that lost that status when the home was demoed. Rezoning is required to allow a new home.

Zoning, Existing and Proposed Land Use

RS-6 zoning is north of the property. All existing surrounding land uses are single-family residential.

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 (FLUM) recommends residential use. The request is consistent with the existing and proposed Comprehensive Plan and FLUM. The redevelopment of this lot of this lot is also consistent with the City Council to encourage in-fill development because the HC zoning district does not allow residential uses.

- (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 RS-6 zoning is consistent with the uses surrounding the subject property and with the historic use of the property. The surrounding neighborhood has also historically been residential uses.

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

This property has adequate utility service for residential use.

- (4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.**

None known.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval**.

Notification

TABLE 1

Owner

Owner	Property ID	Situs	Response
	14233	1402 PLUM ST	
ABI 180 LLC	76431	730 N 13TH ST	
ACOSTA GUADALUPE HERNANDEZ	13488	702 N 13TH ST	
CULBERSON JAMES D &	13677	742 N 14TH ST	
DANSBY MARY JAMES ET AL	51179	1233 MESQUITE ST	
DELA GARZA JESSICA T	76309	742 N 13TH ST	
ESP INVESTMENTS LLC	75805	1342 MESQUITE ST	
ESP INVESTMENTS LLC	75940	802 N 13TH ST	
ESP INVESTMENTS LLC	75941	1334 MESQUITE ST	
GRACEY PERRY	13608	710 N 13TH ST	
JOHNSON BOB WAYNE	76193	1341 MESQUITE ST	
JOHNSON JOE B	12715	1402 MESQUITE ST	
MC MEEKAN DAVID JR &	52076	801 N 13TH ST	
ORTIZ PETRA	76066	1317 MESQUITE ST	
PATTON LAND	49738	1242 PLUM ST	
PORTLOCK WALTER	13895	738 N 14TH ST	
TAMEZ KYLE	13827	726 N 13TH ST	
TAMEZ KYLE	13827	726 1/2 N 13TH ST	
WILLIAMS STEVE	76548	1342 PLUM ST	
WILLIAMS STEVE	76677	1326 PLUM ST	

Prop ID

Owner	Property ID	Situs	Response
JOHNSON JOE B	12715	1402 MESQUITE ST	
ACOSTA GUADALUPE HERNANDEZ	13488	702 N 13TH ST	
GRACEY PERRY	13608	710 N 13TH ST	
CULBERSON JAMES D &	13677	742 N 14TH ST	
TAMEZ KYLE	13827	726 N 13TH ST	
TAMEZ KYLE	13827	726 1/2 N 13TH ST	
PORTLOCK WALTER	13895	738 N 14TH ST	
	14233	1402 PLUM ST	
PATTON LAND	49738	1242 PLUM ST	
DANSBY MARY JAMES ET AL	51179	1233 MESQUITE ST	
MC MEEKAN DAVID JR &	52076	801 N 13TH ST	
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ESP INVESTMENTS LLC	75940	802 N 13TH ST	
ESP INVESTMENTS LLC	75941	1334 MESQUITE ST	
ORTIZ PETRA	76066	1317 MESQUITE ST	
JOHNSON BOB WAYNE	76193	1341 MESQUITE ST	
DELA GARZA JESSICA T	76309	742 N 13TH ST	
ABI 180 LLC	76431	730 N 13TH ST	
WILLIAMS STEVE	76548	1342 PLUM ST	
WILLIAMS STEVE	76677	1326 PLUM ST	

LOCATION MAP



ZONING MAP



2023 Development Application

Zoning Application Page 1 of 3

Planning

- ☐ Conditional Use
 ☐ Special Exceptions
 ☒ Rezoning
 ☐ Variance
☐ PDD Amendment
 ☐ Street Name Change
 ☐ Thoroughfare Abandonment
☐ Easement Release

Relief Procedures

- ☐ Petition for Relief
 ☐ Proportionality Appeal
 ☐ Vested Rights Petition
 ☐ Appeal
 Other:

Project Name:

Address: 1317 Mesquite Street Number of Lots: _____ Acreage: _____
 Legal Description: S100 N200 W140 201 MC NAIRY 2 W1/2 DT ABILENE
 Subdivision Name: DT Abilene Block: _____ Lot: _____
 Current Zoning: HC Proposed Zoning (if applicable): RS-6

OWNER AND AUTHORIZATION

Owner Name: Petra Ortiz
 Address: 1317 Mesquite Street
 City, State, Zip: Abilene TX 79601 Fax: _____
 Phone: (325) 266-7398 Email: none
 Agent Name: City of Abilene
 Address: _____
 City, State, Zip: _____ Fax: _____
 Phone: _____ Email: _____

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature of Owner: Petra Ortiz Date: 5-17-23

FOR OFFICE USE ONLY

Received: _____ Fee: \$ _____ Receipt No.: _____
 Case No.: _____ Reviewed By: _____

2023 Development Application

Zoning Application Page 2 of 3

Existing Zoning

- | | | | |
|--------------------------------|--|--|------------------------------|
| ☐ AO | Agricultural Open Space | ☐ GR | General Retail |
| ☐ RR | Rural Residential RR-5 & RR-1 | ☐ MU | Medical Use |
| ☐ RS-12 | Residential Single-Family – 12,000 sq. ft lots | ☐ CB | Central Business |
| ☐ RS-8 | Residential Single-Family – 8,000 sq. ft lots | ☐ MX | Mixed Use |
| ☐ RS-6 | Residential Single-Family – 6,000 sq. ft lots | ☐ GC | General Commercial |
| ☐ PH | Single-Family Residential Patio Home | ☒ HC | Heavy Commercial |
| ☐ TH | Residential Townhouse | ☐ LI | Light Industrial |
| ☐ MD | Residential Medium Density | ☐ HI | Heavy Industrial |
| ☐ MH | Manufactured/Mobile Home | ☐ PD | Planned Development District |
| ☐ CU | College & University | ☐ | Empowerment Overlay |
| ☐ NO | Neighborhood Office | | |
| ☐ O | Office | | |
| ☐ NR | Neighborhood Retail | | |

Reason for Zoning Change

Current zoning does not allow for the rebuild of a single family dwelling.

Fees

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

<https://abilenetx.gov/563/Fee-Schedule>

Fees can be paid online with credit card.

2023 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: _____ Total Number of Acres: _____
Zoning Classification(s): _____ Total Number of Lots: _____
Location: 1317 Mesquite Street

Property Owner Information & Authorization

Name/Company: Petra Ortiz
Address: 1317 Mesquite Street
City: Abilene State: TX Zip Code: 79601
Phone: (325) 266-7398 Email: _____

Project Representation (check one):

- ☒ I will represent the application myself; OR
☐ I hereby designate _____ (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

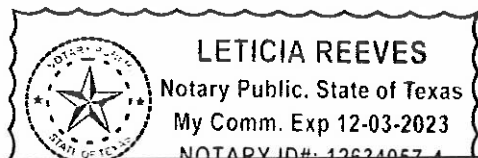
Property Owner's Signature: Petra Ortiz Date: 5-17-23

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Petra Ortiz
(printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 17th day of May, 2023



[Signature]
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other(specify): _____

Name: _____ Company: _____
Address: _____ City: _____ State: _____
Zip Code: _____ Number: _____ Email: _____

2023 Development Application

Recommendations

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of \$120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: Petra Ortiz

DATE: 5-17-23

2023 Development Application

THE STATE OF TEXAS)

)

COUNTY OF TAYLOR)

Know all men by these presents that the undersigned owner of the real property described on the reverse side hereof, has made, constituted and appointed, and by these presents does make, constitute and appoint, my true and lawful attorney, for me in my name, place and stead, to (1) file an application for a zone change, plat, street closure, alley closure, (appeal to the Board of Adjustment) * concerning such property and

(2) appear on my behalf at all necessary meetings of the appropriate board or commission or City Council, as the case may be; and the undersigned further agrees that this power of attorney may be voluntarily revoked only by written revocation filed with the Planning & Development Services Division for the City of Abilene, Texas.

Witness my hand this day of 17th May, 2023

*(cross out the inapplicable phrase)



REZONE REQUEST

Case: Z-2023-20

Owner: Petra Ortiz

Request: Rezone 0.32 acre from HC to RS-6

Location: 1317 Mesquite Street

Notification: 0 in Favor, 0 Opposed

Planning & Zoning: June 6, 2023

City Council Hearing: June 22, 2023
July 13, 2023





Z-2023-20 LOCATION MAP



Aerial Map



Legend

-  Z-2023-20
-  CourierParcels



CITY OF
ABILENE
TEXAS



Z-2023-20 ZONING MAP

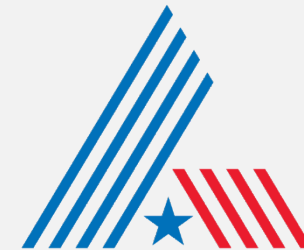


Zoning Map



Legend

- Z-2023-20
- Collector
- RS-6:
Residential
Single-Family
- HC: Heavy
Commercial



CITY OF
ABILENE
TEXAS



Permitted Uses in HC Zoning

RESIDENTIAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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

EDUCATIONAL AND RELIGIOUS USES:

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

SERVICE

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

TRADE – RETAIL USES

P	Aircraft and Accessories
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Fuel Sales
P	Head Shop
P	Liquor Store (Off Premises Consumption) (<i>Defined under Liquor Store</i>)
P	Liquor Store (On Premises Consumption) (<i>Defined under Liquor Store</i>)
P	Restaurant, Brew Pub
P	Restaurant, Fast Food
P	Restaurant, Standard
P	Retail Sales/Rental (automobile/small truck)
P	Retail Sales/Rental (indoor)
P	Retail Sales/Rental (outdoors, non-vehicle)
P	Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

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

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
C	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility
C	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

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

LEGEND

P	Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
C	Permitted as a Conditional Use Permit, Requiring Approval by City Council
TP	Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





Permitted Uses in 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 Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





Z-2023-20 VIEWS OF SUBJECT & NEIGHBORING PROPERTIES





Z-2023-20 NOTIFICATION AREA MAP



Notification Map



Legend

- Notification Area
- Z-2023-20

0- In Favor- 
0- Opposed- 
0% Opposed





FINDINGS AND RECOMMENDATIONS

The proposed request for RS-6 rezoning is *consistent* with:

- The *Comprehensive Plan*;
- The surrounding uses and zoning;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.

P&Z Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/22/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **16. Ordinance (First Reading) TC-2023-03: Receive a Report, Hold a Discussion and Take Action on a Request from IWS2 Investments, LLC to Abandon the Unimproved Manilla Street Located Between Hailey Street and Minda Street, Abilene, Taylor County, Texas. *(Tim Littlejohn)***

GENERAL INFORMATION

Manilla Street is an unimproved right-of-way that was platted in 1937. The applicant owns the properties on each side of Manilla Street and is in the process of rezoning the eastern property to Multi-Family (MF) to match the zoning of the property west of Manilla Street to facilitate multi-family development.

SPECIAL CONSIDERATIONS

The Development Review Committee reviewed this request and had no comments or issues.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval with conditions.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. TC-2023-03 Ordinance
2. TC-2023-03 Exhibit
3. TC-2023-03 Staff Report
4. TC-2023-03 (2)

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF A CERTAIN PORTION OF PUBLIC RIGHT-OF-WAY FOR THAT PORTION OF MANILA STREET BETWEEN MINDA STREET AND HAILEY STREET; PROVIDING FOR TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

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

PART 1: That the following described portions of public right-of-way for Manila Street, as described on Exhibit "A" attached hereto and made part of this ordinance for all purposes, be and the same are hereby abandoned, vacated and closed insofar as the right, title or easement of the City of Abilene is concerned, subject to conditions expressed also in attached Exhibit "A".

PART 2: That said portion of public right-of-way is not needed for public purposes, and it is in the public interest to abandon the above described portion of public right-of-way.

PART 3: That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tract of land specifically described in Part 1 of this ordinance, and shall be construed only to that interest the governing body of the City of Abilene may legally and lawfully abandon.

PASSED ON FIRST READING THE 22nd day of June, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of May, 2023, the same being more than fifteen (15) days prior to a public hearing to be held at the Council Chambers in City Hall at 555 Walnut St. Abilene, Texas, at 8:30 a.m. on the 13th day of July, 2023, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 13th day of July, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

The City of Abilene hereby abandons the following portion of right-of-way:

The portion of Manila Street between Minda Street and Hailey Street, Abilene, Texas; subject to the following conditions:

1. The subject right-of-way, and all adjoining properties, shall be platted within one year of the effective date of the abandonment ordinance.
2. If a replat is not approved and recorded within one year, the granting of the abandonment of the subject right-of-way shall be void.
3. Any utilities that may be located in the subject right-of-way shall be covered by an easement.



ZONING CASE TC-2023-03

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: June 6, 2023

City Council 1st Reading: June 22, 2023

City Council 2nd Reading: July 13, 2023

Applicant

Owner: IWS2 Investments

Agent: Jacob & Martin

Case Manager

Adam Holland – Planner

Request

Thoroughfare closure of Manilla Street between Minda Street and Hailey Street.

Background

Manilla Street is an unimproved right-of-way that was platted in 1937. The applicant owns the properties on each side of Manilla Street and is in the process of rezoning the eastern property to Multi-Family (MF) to match the zoning of the property west of Manilla Street to facilitate multi-family development.

Assessment

The Development Review Committee reviewed this request and had no comments or issues.

Staff Recommendation

Staff would not object to request subject to the following conditions:

1. The subject right-of-way, and all adjoining properties, shall be platted within one year of the effective date of the abandonment ordinance.
2. If a replat is not approved and recorded within one year, the granting of the abandonment of the subject right-of-way shall be void.
3. Any utilities that may be located in the subject right-of-way shall be covered by an easement.

Notification

TABLE 1

Owner

Owner	Property ID	Situs	Response
ABERNATHY JEFFREY & SHAWNA	62660	933 MINDA ST	
CAMPBELL CHRISTOPHER	64454	974 LUZON ST	
CONNER BOBBY RAY	64333	966 LUZON ST	
DESCENDANTS LAND LLC	63948	942 LUZON ST	
ELLIOTT SAMMY LEE &	64207	958 LUZON ST	
GONZALES FELECITY MAUVE	61881	981 MINDA ST	
HIRSCHFELD PROPERTIES LP	974937	771 VIRGIL ST	
IWS2 INVESTMENTS LLC	974961	968 MINDA ST	
IWS2 INVESTMENTS LLC	974959	977 HAILEY ST	
IWS2 INVESTMENTS LLC	974962	974 MINDA ST	
IWS2 INVESTMENTS LLC	980717	934 MINDA ST	
IWS2 INVESTMENTS LLC	113619	976 MINDA ST	
KIMMEL KAX INC	974960	965 HAILEY ST	
KING SOLOMON BAPTIST	59145	1074 MINDA ST	
MITCHELL MISTI GAYLE	62008	973 MINDA ST	
MITCHELL PAMELA GAYLE	62263	957 MINDA ST	
MUDAGIRI SHEMU &	62389	949 MINDA ST	
MUSONERA EVARISTE &	62133	965 MINDA ST	
NTAWUKENASHAKA SERGE &	62527	941 MINDA ST	
RICHARDSON MANUELA J	61762	1001 MINDA ST	
WASHINGTON WILLIE L	64081	950 LUZON ST	

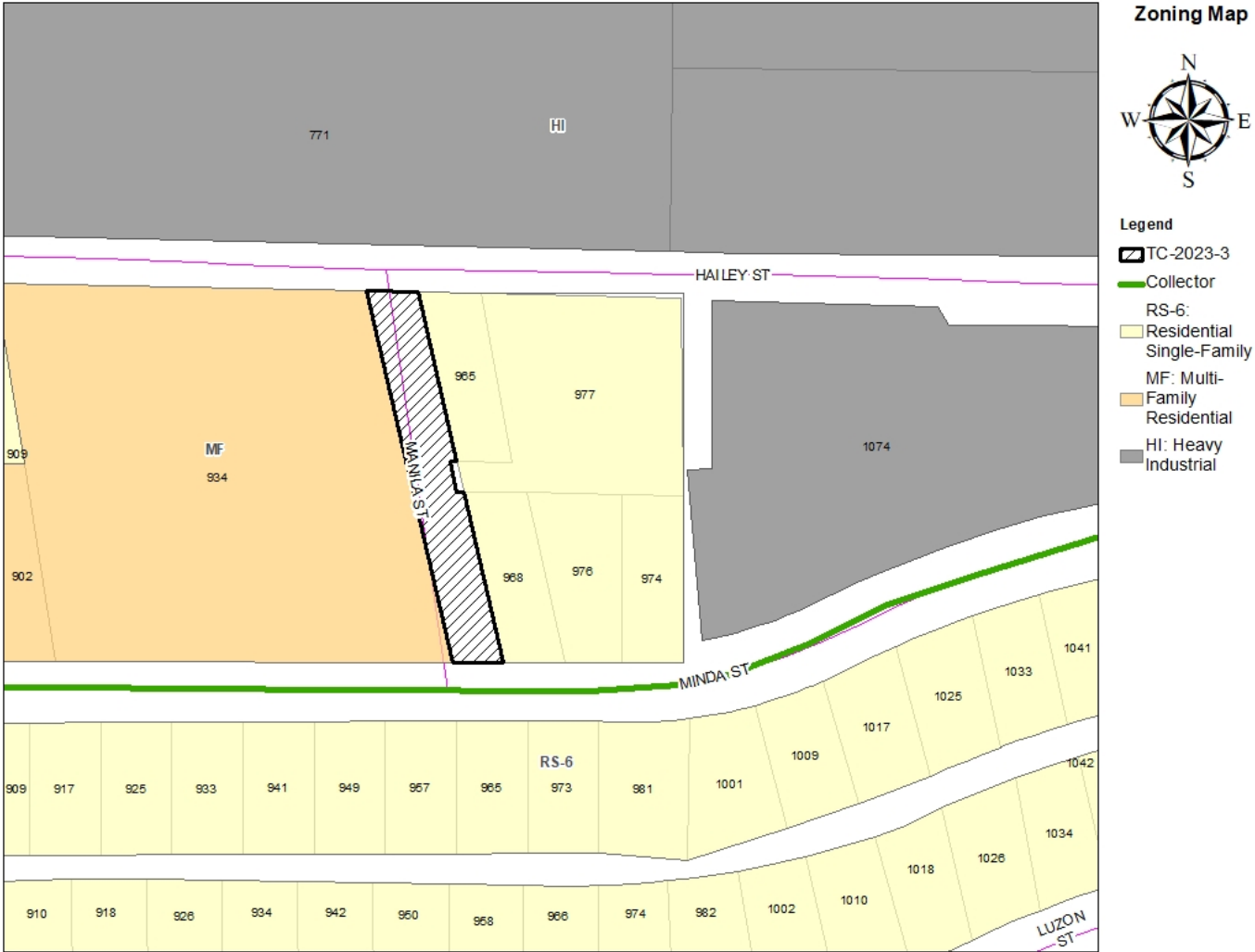
Prop ID

Owner	Property ID	Situs	Response
KING SOLOMON BAPTIST	59145	1074 MINDA ST	
RICHARDSON MANUELA J	61762	1001 MINDA ST	
GONZALES FELECITY MAUVE	61881	981 MINDA ST	
MITCHELL MISTI GAYLE	62008	973 MINDA ST	
MUSONERA EVARISTE &	62133	965 MINDA ST	
MITCHELL PAMELA GAYLE	62263	957 MINDA ST	
MUDAGIRI SHEMU &	62389	949 MINDA ST	
NTAWUKENASHAKA SERGE &	62527	941 MINDA ST	
ABERNATHY JEFFREY & SHAWNA	62660	933 MINDA ST	
DESCENDANTS LAND LLC	63948	942 LUZON ST	
WASHINGTON WILLIE L	64081	950 LUZON ST	
ELLIOTT SAMMY LEE &	64207	958 LUZON ST	
CONNER BOBBY RAY	64333	966 LUZON ST	
CAMPBELL CHRISTOPHER	64454	974 LUZON ST	
IWS2 INVESTMENTS LLC	113619	976 MINDA ST	
HIRSCHFELD PROPERTIES LP	974937	771 VIRGIL ST	
IWS2 INVESTMENTS LLC	974959	977 HAILEY ST	
KIMMEL KAX INC	974960	965 HAILEY ST	
IWS2 INVESTMENTS LLC	974961	968 MINDA ST	
IWS2 INVESTMENTS LLC	974962	974 MINDA ST	
IWS2 INVESTMENTS LLC	980717	934 MINDA ST	

LOCATION MAP



ZONING MAP





REZONE REQUEST

Case: TC-2023-03

Owner: IWS2, LLC

Agent: Jacob & Martin

Request: Abandon Manilla Street between Minda Street and Hailey Street

Notification: 0 in Favor, 0 Opposed

Planning & Zoning: June 6, 2023

City Council Hearing: June 22, 2023
July 13, 2023





TC-2023-03 LOCATION MAP

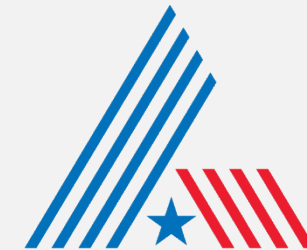


Aerial Map



Legend

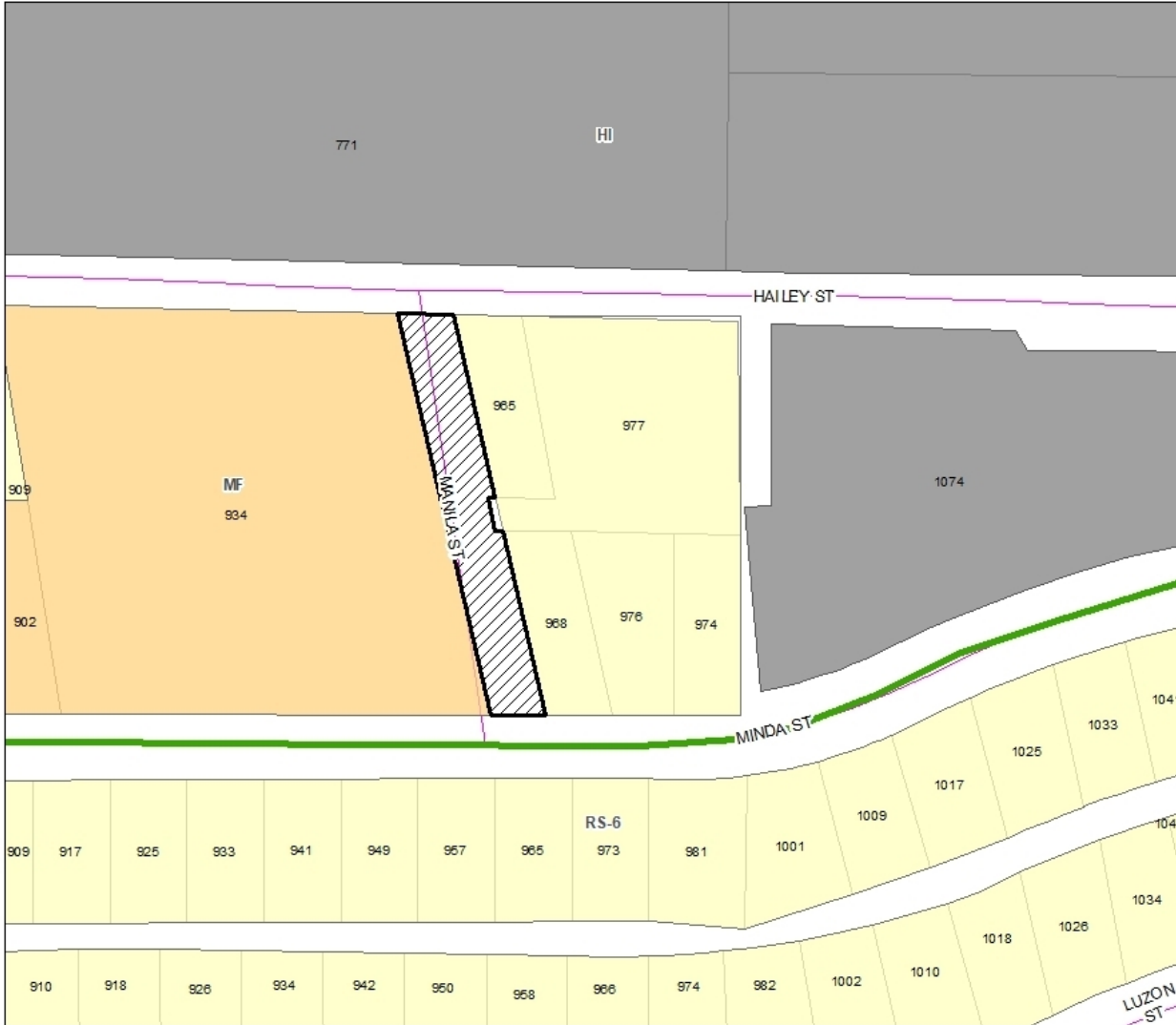
-  TC-2023-3
-  CourierParcels



CITY OF
ABILENE
TEXAS



TC-2023-03 ZONING MAP



Zoning Map



Legend

- TC-2023-3
- Collector
- RS-6:
Residential
Single-Family
- MF: Multi-
Family
Residential
- HI: Heavy
Industrial






JACOB MARTIN
SURVEYOR
1988 2003 2010 2017

ABILENE, TEXAS
MINDA STREET DEVELOPMENT
MANILA STREET ABANDONMENT

DATE	FILE
11/15	11/15
THIS DRAWING IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION.	



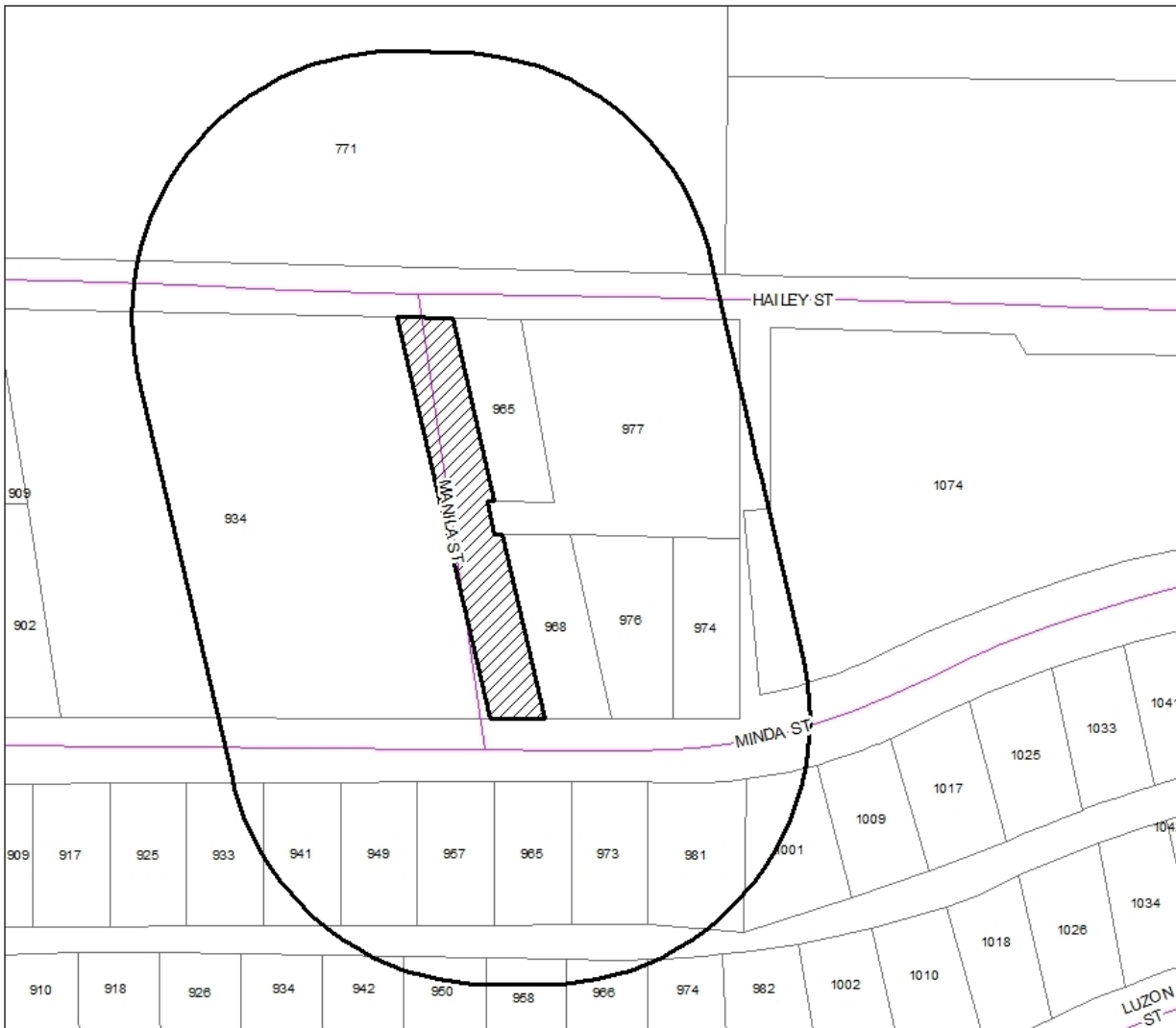


TC-2023-03 VIEWS OF SUBJECT & NEIGHBORING PROPERTIES





TC-2023-03 NOTIFICATION AREA MAP



Notification Map



Legend

- Notification Area
- TC-2023-3

0- In Favor- ●
0- Opposed- ●
0% Opposed





FINDINGS AND RECOMMENDATION

- The improvement of Manilla Street would not serve a useful public purpose.
- The development of this property for MF uses will facilitate the development of the two adjoining properties and provide in-fill development.

P&Z recommends **approval**, subject to:

1. The subject rights-of-way, and all adjoining properties, shall be platted within one year of the effective date of the abandonment ordinance.
- 2 If a replat is not approved and recorded within one year, the granting of the abandonment of the subject right-of-way shall be void.
3. Any utilities located in the subject right-of-way shall be covered by an easement.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 6/22/2023

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: **17. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Ordinance Adding Chapter 27, "Solid Waste," Article VI., "Recyclable Material," which creates a Permitting Process for Private Haulers of Recyclable Materials (Max Johnson)

GENERAL INFORMATION

The City of Abilene has been approached by Good Earth Recycling, and asked about the possibility of operating a subscription-based Curb-Side Recycling program within the city limits of Abilene. Currently, this process is not provided for within the Abilene Municipal Code. In cooperation with Good Earth Recycling and staff, new sections 27-33 and 27-34 of the Abilene Municipal Code are recommended for approval. If approved, these sections will allow for the proper collection, operation, public protection, and program oversight for the collection and transportation of recyclable materials.

SPECIAL CONSIDERATIONS

The proposed ordinance creates an annual permit process for the private collection and transportation of recyclable materials within the city limits of Abilene. The permit holder shall be required to provide company information, a business plan, insurance, and clearly identifiable vehicles as part of the permit process. Haulers shall also be required to provide documentation on the quantity of materials delivered for recycling, dates of service, and receipts for processing costs.

FUNDING/FISCAL IMPACT

Approval of the proposed Ordinance will not have any financial obligation for the City of Abilene.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Enacting Ordinance
2. Exhibit A - Abilene Recycling Ord 2023 revised
3. Exhibit A - Abilene Recycling Ord 2023 final
4. Presentation - Ordinance for Private Haulers of Recyclables 6-13-2023

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, ADDING CHAPTER 27, "SOLID WASTE," ARTICLE VI., "RECYCLABLE MATERIAL," AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, there are businesses within the City of Abilene which have the ability to provide recycling collection services to the citizens; and

WHEREAS, it is in the best interest of the citizens to create a non-exclusive permit process so that haulers of recyclable material may legally operate within the City of Abilene;

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

- PART 1:** That Chapter 27, Article VI, "Recyclable Materials," of the Abilene Municipal Code be added as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.
- PART 2:** That if the provisions of any section, subsection, paragraph, subdivision or clause of this Ordinance shall be adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this Ordinance.
- PART 3:** That any person, firm, or corporation violating the provisions of this Ordinance shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.
- PART 4:** Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 8th day of June, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of June, 2023, 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 22nd day of June, 2023, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 22nd day of June, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit “A”

ARTICLE VI. RECYCLEABLE MATERIALS

Sec. 27-33. Private haulers of recyclable materials.

The following are requirements and responsibilities of private haulers of recyclable materials:

(1) Permit Required.

It shall be unlawful for any person, company, or corporation to collect, transport, or dispose of any source-separated recyclable materials from any person, business, or member of the public within the city limits of the City of Abilene without first obtaining a permit to do so from the city and remaining in compliance with all requirements of this ordinance and the permit.

This section shall not prohibit any person, company, or corporation from collecting or disposing of recyclable material generated by their own household or business and transporting such material to the city-operated recycling collection center or to a TCEQ-approved recycling processing facility.

(2) Permit Application.

Each application for a permit required by this section shall be made to the director of public works and shall include:

- a. Business name, address, and phone number of the applicant recyclable hauler;
- b. Business owner’s name, address, phone number, and driver’s license number;
- c. List of all vehicles and trailers to be used for recyclable hauling, including year, make, model, and license plate number;
- d. Photograph of hauler logo;
- e. Proof of liability insurance;
- f. Permit fee in ~~thean~~ amount of \$50.00 ~~approved by City Council~~ for each vehicle or trailer to be used for recyclable hauling;
- g. Copy of the business plan of the hauler, including, but not limited to, the costs of operations, advertising and marketing, and customer fees for recycling services.

(3) Term of permit

The term of the permit shall be from January 1 to December 31 of each year. The permit is required to be renewed on or before the first city working day after January 1, and the permit fee for each ~~trailertruck~~ or vehicle operated by the hauler shall be paid each time the permit is renewed. An expired permit is not valid for continued operation under this chapter.

(4) Requirements of Permit Holder

- a. Identification of Vehicles and Trailers. Any vehicle or trailer used by a hauler for the purpose of collecting and diverting recyclable materials shall have a prominently displayed permit supplied by the city and shall be marked with the hauler's logo to make it readily identifiable.
- b. Truck Covers. All vehicles or trailers used for collecting and diverting recyclable materials shall be enclosed or covered with a net, canvas, or wire to prevent the contents of the hauler from falling into the public streets or adjacent property, and it shall be an offense to operate such vehicles or trailers within the city without such covers.
- c. Customer List. A permit holder shall maintain a current list of customers. A current customer list shall be provided to the City Secretary biannually, no later than January 31st and July 31st of each year.
- d. Collection of Source-Separated Recyclable Material. A permit holder shall comply with all requirements of Section 27-34.
- e. Permit holder may not commingle solid waste with recyclable materials or otherwise transport recyclable materials as an unauthorized solid waste hauler.

(5) Renewal of permit.

Each permit may be renewed annually, and the information listed in subsection (2) of this section shall again be provided for each renewal. All information required in subsection (2)(a)-(g) shall be amended and updated in writing within 30 days of a change.

(6) Revocation of permit. The permit of a hauler may be revoked by the director of public works for the following reasons:

- a. Failing to comply with any of the requirements of this Article;
- b. Providing false or misleading information in the Permit Application;
- c. Engaging in any behavior or action that creates a health or safety hazard to the public.

(6) Appeal.

A hauler may appeal the revocation of his or her permit to the city manager within seven (7) days of the date of revocation. The appeal must be in writing. The city manager shall have the authority to uphold or reverse the revocation or set forth terms by which the permit may be restored. The decision of the city manager is final.

(7) Transferability of Permits. A permit is not transferrable. A permit shall be required for each hauler desiring to collect and divert recyclable materials.

27-34 Collection of Recyclable Material

Haulers shall only collect, transport, and store source-separated recyclable materials in accordance with the requirements of this article and State law. Haulers shall monthly submit evidence of such compliance for the prior month demonstrating, at a minimum:

- (1) Amount of recyclable materials collected;
- (2) Dates of collection; and
- (3) Receipts for materials delivered for processing and disposal.

The city has the right to inspect and audit the records of any hauler in order to ensure compliance with this section. Diversion of construction and demolition debris as recyclable material shall only be accomplished after separation of recyclable material from solid waste at the construction or project site. Commingling municipal solid waste with construction and demolition recyclable material is prohibited. The failure of a generator to source-separate any recyclable material from solid waste, which results in the hauler transporting solid waste as an unauthorized solid waste contractor, may result in the revocation of the hauler's permit.

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- a. Business name, address, and phone number of the applicant recyclable hauler;
- b. Business owner’s name, address, phone number, and driver’s license number;
- c. List of all vehicles and trailers to be used for recyclable hauling, including year, make, model, and license plate number;
- d. Photograph of hauler logo;
- e. Proof of liability insurance;
- f. Permit fee in the amount of \$50.00 for each vehicle or trailer to be used for recyclable hauling;
- g. Copy of the business plan of the hauler, including, but not limited to, the costs of operations, advertising and marketing, and customer fees for recycling services.

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ORDINANCE: Creating a Permitting Process for Private Haulers of Recyclable Materials

(Max Johnson)





ORDINANCE: Creating a Permitting Process for Private Haulers of Recyclable Materials

- Abilene has been contacted by Good Earth Recycling out of Lubbock, Texas, with an inquiry into the ability of their company to provide a subscription-based Curb-side Recycling Program within all of Abilene
- Staff met with Nick Nowicki (Good Earth Recycling) and discussed the company's business plan - during the meeting the staff shared concerns and asked questions regarding the company's proposal
- In response to the meeting, the City of Abilene has drafted an Ordinance which addresses the request and the concerns of City Staff, specifically, the Public Works Solid Waste Division





ORDINANCE: Creating a Permitting Process for Private Haulers of Recyclable Materials

- The Ordinance has provisions for the Company to provide the following: Company Information, the Business Plan, a list of all vehicles used by the Company, a requirement for All Vehicles to be clearly marked with the Company Logo, Insurance, and a \$50 permit fee for each vehicle per calendar year.
- The Company also shall provide Truck Covers and shall provide reports that verify compliance with this ordinance, State requirements, and documentation the materials collected are recycled and not landfilled.
- The Ordinance has been reviewed by Good Earth Recycling and they do not have any objections to the requirements within the Ordinance.
- Staff recommends approval.



QUESTIONS ?





**City Council
Agenda Memo**

City Council Meeting Date: 6/22/2023

TO: Honorable Mayor & Members of City Council

FROM:

SUBJECT: **18. Discussion:** Hold a Discussion and Public Hearing on the Sanctuary City for the Unborn Ordinance to better understand the impact of the ordinance. In posting this agenda heading, the City is categorically declaring that there is not an interest on the part of the City Council to repeal the Ordinance, but rather to understand if elements of the Ordinance need to be clarified or amended to address unintended consequences.

GENERAL INFORMATION

SPECIAL CONSIDERATIONS

N/A

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 059-2022 - Outlawing Abortion, Declaring Abilene A Sanctuary City for the Unborn
2. Sanctuary City Ordinance

ORDINANCE NO. 59-2022

ORDINANCE OUTLAWING ABORTION, DECLARING ABILENE A SANCTUARY CITY FOR THE UNBORN, MAKING VARIOUS PROVISIONS AND FINDINGS, PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE

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

A. FINDINGS

The City of Abilene finds that:

- (1) Human life begins at conception.
- (2) Abortion is an act of violence that purposefully and knowingly terminates an unborn human life.
- (3) Unborn human beings are entitled to the full and equal protection of the laws that prohibit violence against other human beings.
- (4) The State of Texas has never repealed its pre-*Roe v. Wade* statutes that outlaw and criminalize abortion unless the mother's life is in danger. *See* West's Texas Civil Statutes, articles 4512.1 – 4512.6 (1974); *see also* Act of June 14, 1973, ch. 399, §§ 5–6, 1973 Tex. Acts 883, 995–96; *see also id.* 996a, 996e (including the Texas abortion laws in the table indicating the “Disposition of Unrepealed Articles of the Texas Penal Code of 1925 and Vernon's Penal Code.”).
- (5) The Texas Legislature has reaffirmed the continued existence and validity of the State's pre-*Roe v. Wade* criminal abortion statutes. *See* Senate Bill 8, 87th Leg., § 2 (2021) (“The legislature finds that the State of Texas never repealed, either expressly or by implication, the state statutes enacted before the ruling in *Roe v. Wade*, 410 U.S. 113 (1973), that prohibit and criminalize abortion unless the mother's life is in danger.”).
- (6) The law of Texas therefore continues to define abortion as a criminal offense except when necessary to save the life of the mother. *See* West's Texas Civil Statutes, article 4512.1 (1974); Senate Bill 8, 87th Leg., § 2 (2021).
- (7) The law of Texas also imposes felony criminal liability on anyone who “furnishes the means for procuring an abortion knowing the purpose intended,” *see* West's Texas Civil Statutes, article 4512.2 (1974), as well as anyone who aids or abets an abortion performed in violation of Texas law, *see* Tex. Penal Code section 7.02.
- (8) The Supreme Court's judgment in *Roe v. Wade* did not cancel or formally revoke the Texas statutes that outlaw and criminalize abortion, and the judiciary has no power to erase a statute that it believes to be unconstitutional. *See Pidgeon v. Turner*, 538 S.W.3d 73, 88 n.21 (Tex. 2017) (“When a court declares a law unconstitutional, the law remains in place unless and until the body that enacted it repeals it”); *Texas v. United States*, 945 F.3d 355, 396 (5th Cir. 2019) (“The federal courts have no authority to erase a duly enacted law from the statute books, [but can only] decline to enforce a statute in a particular case or controversy.” (citation and internal quotation marks omitted)).
- (9) The Supreme Court's pronouncements in *Roe v. Wade* and subsequent cases may temporarily limit the ability of State officials to impose penalties on those who violate the Texas abortion statutes, but they do not veto or erase the statutes themselves, which continue to exist as the law of Texas until they are repealed by the legislature that enacted them. The State's temporary inability to prosecute or punish those

who violate its abortion statutes on account of *Roe v. Wade* does not change the fact that abortion is defined as a criminal act under Texas law.

(10) The Texas murder statute defines the crime of “murder” to include any act that “intentionally or knowingly causes the death” of “an unborn child at every stage of gestation from fertilization until birth.” See Texas Penal Code § 19.02; Texas Penal Code § 1.07. Although the statute exempts “lawful medical procedures” from the definition of murder, see Texas Penal Code § 19.06(2), an abortion is not a “lawful medical procedure” under Texas law unless the life of the mother is in danger, see West’s Texas Civil Statutes, article 4512.1 (1974).

(11) The law of Texas also prohibits abortions unless they are performed in a facility that meets the minimum standards for an ambulatory surgical center, and by a physician who holds admitting privilege at a nearby hospital. See Texas Health and Safety Code § 171.0031, 245.010(a). The Supreme Court’s ruling in *Whole Woman’s Health v. Hellerstedt*, 136 S. Ct. 2292 (2016), did not alter or revoke these requirements of state law; it merely enjoined state officials from enforcing the penalties established in those statutes against the abortion providers who violate them. *Whole Woman’s Health v. Hellerstedt* does not change the fact that abortion is not a “lawful medical procedure” under Texas law unless it complies with sections 171.0031 and 245.010(a) of the Texas Health and Safety Code, and it does not change the fact that the Texas murder statute prohibits abortions that fail to comport with these still-existing requirements of Texas law.

(12) The Texas abortion laws are severable in each of their discrete applications, and they are severable as applied to each individual person, group of persons, or circumstances. See Tex. Gov’t Code § 311.032(c); Tex. Gov’t Code § 311.036(c) (“Every statute that regulates or prohibits abortion is severable in each of its applications to every person and circumstance. If any statute that regulates or prohibits abortion is found by any court to be unconstitutional, either on its face or as applied, then all applications of that statute that do not violate the United States Constitution and Texas Constitution shall be severed from the unconstitutional applications and shall remain enforceable, notwithstanding any other law, and the statute shall be interpreted as if containing language limiting the statute’s application to the persons, group of persons, or circumstances for which the statute’s application will not violate the United States Constitution and Texas Constitution.”). These laws therefore remain enforceable against any individual or entity that aids or abets an abortion performed in Texas, so long as the prosecution of the particular individual or entity that aids or abets the abortion will not impose an “undue burden” on abortion patients.

(13) The City of Abilene finds it necessary to supplement the existing state-law prohibitions on abortion with its own prohibitions on abortion, and to empower city officials and private citizens to enforce these prohibitions to the maximum extent permitted by state law and the Constitution. See Tex. Local Gov’t Code §§ 54.001(b)(1); 54.004.

(14) The law of Texas explicitly allows municipalities and political subdivisions to outlaw and prohibit abortion, and to establish penalties and remedies against those who perform or enable unlawful abortions. See Tex. Gov’t Code § 311.036(b) (“A statute may not be construed to restrict a political subdivision from regulating or prohibiting abortion in a manner that is at least as stringent as the laws of this state unless the statute explicitly states that political subdivisions are prohibited from regulating or prohibiting abortion in the manner described by the statute.”).

(15) To protect the health and welfare of all residents within the City of Abilene, including the unborn, the City finds it necessary to outlaw abortion under city law, to outlaw acts that aid or abet abortions, and to establish penalties and remedies as provided in this ordinance. See Tex. Local Gov’t Code §§ 54.001(b)(1); 54.004.

B. DECLARATIONS

- (1) We declare Abilene, Texas to be a Sanctuary City for the Unborn.
- (2) Abortion at all times and at all stages of pregnancy is declared to be an act of murder unless the mother's life is in danger.
- (3) Abortion-inducing drugs are declared to be contraband, and we declare the possession of abortion-inducing drugs within city limits to be an unlawful act.
- (4) Abortions performed anywhere in the state of Texas are criminal acts under Texas law, unless the abortion is procured or attempted by medical advice for the purpose of saving the life of the mother. *See West's Texas Civil Statutes, articles 4512.1 – 4512.6 (1974); see also Senate Bill 8, 87th Leg., § 2.*
- (5) Any person who "furnishes the means for procuring an abortion knowing the purpose intended," or who otherwise aids or abets an abortion performed in Texas, is a criminal and a felon subject to prosecution and imprisonment under article 4512.2 of the Revised Civil Statutes and section 7.02 of the Texas Penal Code, unless the abortion is procured or attempted by medical advice for the purpose of saving the life of the mother.
- (6) The City of Abilene urges the district attorneys of Taylor and Jones Counties to investigate and prosecute any individual or organization that "furnishes the means for procuring" an elective abortion, or that otherwise aids or abets such abortions, including:
 - (a) employers and insurers who arrange for coverage of abortions in Texas;
 - (b) individuals and organizations that knowingly provide transportation to or from a Texas abortion provider;
 - (c) individuals and organizations that knowingly pay for another person's abortion in Texas, including abortion funds and abortion-assistance organizations;
 - (d) individuals who knowingly donate money to abortion funds and abortion-assistance organizations that aid or abet abortions performed in Texas;
 - (e) individuals and organizations that offer or provide "abortion doula" services in Texas.
- (7) The City of Abilene urges all of its citizens to regard those who perform or assist elective abortion in Texas as criminals, consistent with the abortion laws of Texas, and to report these criminal activities to the relevant district attorneys for investigation and criminal prosecution.

C. AMENDMENTS TO CITY CODE

Chapter 20 of the Abilene Code of Ordinances is amended by adding Article VIII to read as follows:

ARTICLE VIII. ABORTION

Sec. 20.86. Definitions

- (a) For the purposes of this article, the following definitions shall apply:
 - (1) "Abortion" means the act of using or prescribing an instrument, a drug, a medicine, or any other substance, device, or means with the intent to cause the death of an unborn child of a woman known to be pregnant. The term does not include birth-control devices or oral

contraceptives, and it does not include Plan B, morning-after pills, or emergency contraception. An act is not an abortion if the act is done with the intent to:

(A) save the life or preserve the health of an unborn child;

(B) remove a dead, unborn child whose death was caused by accidental miscarriage;
or

(C) remove an ectopic pregnancy.

(2) "Unborn child" means a natural person from the moment of conception who has not yet completely left the womb.

(3) "Abortion-inducing drugs" includes mifepristone, misoprostol, and any drug or medication that is used to terminate the life of an unborn child. The term does not include birth-control devices or oral contraceptives, and it does not include Plan B, morning-after pills, or emergency contraception. The term also does not include drugs or medications that are possessed or distributed for a purpose that does not include the termination of a pregnancy.

Sec. 20.87. Abortion Prohibited

(a) It shall be unlawful for any person to procure or perform an abortion of any type and at any stage of pregnancy in the city of Abilene, Texas.

(b) It shall be unlawful for any person to knowingly aid or abet an abortion that occurs in the city of Abilene, Texas. This section does not prohibit referring a patient to have an abortion which takes place outside the city limits of Abilene, Texas. The prohibition in this section includes, but is not limited to, the following acts:

(1) Knowingly providing transportation to or from an abortion provider;

(2) Giving instructions over the telephone, the internet, or any other medium of communication regarding self-administered abortion;

(3) Providing money with the knowledge that it will be used to pay for an abortion or the costs associated with procuring an abortion;

(4) Providing or arranging for insurance coverage of an abortion;

(5) Providing "abortion doula" services; and

(6) Coercing or pressuring a pregnant mother to have an abortion against her will.

(c) It shall be an affirmative defense to the unlawful acts described in Subsections (a) and (b) if the abortion was in response to a life-threatening physical condition aggravated by, caused by, or arising from a pregnancy that, as certified by a physician, places the woman in danger of death or a serious risk of substantial impairment of a major bodily function unless an abortion is performed. The defendant shall have the burden of proving this affirmative defense by a preponderance of the evidence.

(d) It shall be unlawful for any person to possess or distribute abortion-inducing drugs in the city of Abilene, Texas.

(e) No provision of this section may be construed to prohibit any action which occurs outside of the jurisdiction of the city of Abilene, Texas.

(f) No provision of this section may be construed to prohibit any conduct protected by the First Amendment of the U.S. Constitution, as made applicable to state and local governments through the Supreme Court's interpretation of the Fourteenth Amendment, or by Article 1, Section 8 of the Texas Constitution.

(g) Under no circumstance may the mother of the unborn child that has been aborted, or the pregnant woman who seeks to abort her unborn child, be subject to prosecution or penalty under this section.

(h) Whoever violates this section shall be subject to the maximum penalty permitted under Texas law for the violation of a municipal ordinance governing public health, and each violation shall constitute a separate offense.

(i) Neither the City of Abilene, nor any of its officers or employees, nor any district or county attorney, nor any executive or administrative officer or employee of any state or local governmental entity, may impose or threaten to impose the penalty described in Subsection (h) unless and until:

(1) The Supreme Court overrules *Roe v. Wade*, 410 U.S. 113 (1973), and *Planned Parenthood v. Casey*, 505 U.S. 833 (1992), and permits states and municipalities to punish anyone who violates an abortion prohibition, or

(2) A state or federal court enters a declaratory judgment or otherwise rules that the imposition or threatened imposition of this penalty upon the particular person, corporation, or entity that committed the unlawful act described in Subsection (h) will not impose an "undue burden" on women seeking abortions; or

(3) A state or federal court enters a declaratory judgment or otherwise rules that the person, corporation, or entity that committed the unlawful act described in Subsection (h) lacks third-party standing to assert the rights of women seeking abortions in court.

(j) The penalty provided in Subsection (h) may not be imposed or threatened against any individual or entity if a previous decision of the Supreme Court of the United States established that the conduct of that individual or entity was constitutionally protected at the time it occurred.

(k) The non-imposition of the penalties described in Subsection (h) does not in any way legalize the conduct that has been outlawed by this section, and it does not in any way limit or affect the availability of the private-enforcement remedies established in Section 20.91, or the criminal penalties for abortion set forth in article 4512.1 of the Revised Civil Statutes and sections 1.07 and 19.02(b) of the Texas Penal Code. Abortion remains and is to be regarded as an illegal act under city law and a criminal act under state law, except when abortion is necessary to save the life of the mother. And abortion remains outlawed under both city and state law, despite the temporary and partial inability of city and state officials to punish those who violate the abortion laws on account of the Supreme Court's decisionmaking.

(l) Mistake of law shall not be a defense to the penalty established Subsection (h).

Sec. 20.88. Abortion Coverage Prohibited in Employer-Provided Health Insurance or Benefits

(a) It shall be unlawful for any employer in the city of Abilene, Texas, and for any person acting on that employer's behalf, to offer, provide, or arrange for coverage of abortion in any health-insurance policy or plan, flexible spending account, health savings account, or any other benefit provided to its employees, except for abortions performed in response to a life-threatening physical condition aggravated by, caused by, or arising from a pregnancy that, as certified by a physician, places the woman in danger of death or a serious risk of substantial impairment of a major bodily function unless an abortion is performed.

(b) Whoever violates this section shall be subject to the maximum penalty permitted under Texas law for the violation of a municipal ordinance governing public health, and each violation shall constitute a separate offense.

(c) Any official of the city of Abilene, Texas, who becomes aware that an employer is aiding or abetting abortions by providing coverage of abortions in an employee-benefits package shall report that employer to the district attorneys of Taylor and Jones Counties, and to all other district attorneys with jurisdiction over that employer, for criminal prosecution under article 4512.2 of the Revised Civil Statutes and section 7.02 of the Texas Penal Code.

Sec. 20.89. Abortions Performed Outside Abilene, Texas

(a) It is the policy of Abilene, Texas to protect its unborn residents from individuals and organizations that aid or abet the killing of unborn children, and to protect the unborn from those who seek to kill or otherwise harm them, to the maximum extent permissible under state and federal law.

(b) Except as provided by Subsections (c), (d), (e), and (f), it shall be unlawful for any person to knowingly aid or abet an abortion performed on a resident of Abilene, Texas, or to attempt to aid or abet such an abortion, regardless of where the abortion is or will be performed. The prohibition in this subsection includes, but is not limited to:

- (1) Offering or knowingly providing transportation to or from an abortion provider;
- (2) Giving instructions over the telephone, the internet, or any other medium of communication regarding self-administered abortion;
- (3) Offering or providing money with the knowledge that it will be used to pay for, offset, or reimburse the costs of an abortion or the costs associated with procuring an abortion;
- (4) Providing or arranging for insurance coverage of an abortion;
- (5) Offering or providing "abortion doula" services;
- (6) Providing referrals to an abortion provider;
- (7) Coercing or pressuring a pregnant mother to have an abortion; and
- (8) Engaging in any of the conduct that would make one an accomplice to abortion under section 7.02 of the Texas Penal Code.

(c) This section may not be construed to impose civil or criminal liability on any speech or conduct protected by the First Amendment of the United States Constitution, as made applicable to the states through the United States Supreme Court's interpretation of the Fourteenth

Amendment of the United States Constitution, or by Article 1, Section 8 of the Texas Constitution.

(d) This section may not be construed to prohibit conduct that Abilene, Texas, is forbidden to prohibit or regulate under state or federal law.

(e) It shall be an affirmative defense if the unlawful acts described in Subsection (b) were taken in response to a life-threatening physical condition aggravated by, caused by, or arising from a pregnancy that, as certified by a physician, places the woman in danger of death or a serious risk of substantial impairment of a major bodily function unless an abortion is performed. The defendant shall have the burden of proving this affirmative defense by a preponderance of the evidence.

(f) Under no circumstance may the woman upon whom the abortion was performed, or the pregnant woman who seeks to abort her unborn child, be subject to prosecution or penalty under this section.

(g) Whoever violates this section shall be subject to the maximum penalty permitted under Texas law for the violation of a municipal ordinance governing public health, and each violation shall constitute a separate offense.

(h) Neither the City of Abilene, nor any of its officers or employees, nor any district or county attorney, nor any executive or administrative officer or employee of any state or local governmental entity, may impose or threaten to impose the penalty described in Subsection (g) unless and until:

(1) The Supreme Court overrules *Roe v. Wade*, 410 U.S. 113 (1973), and *Planned Parenthood v. Casey*, 505 U.S. 833 (1992), and permits states and municipalities to punish anyone who violates an abortion prohibition, or

(2) A state or federal court enters a declaratory judgment or otherwise rules that the imposition or threatened imposition of this penalty upon the particular person, corporation, or entity that committed the unlawful act described in Subsection (g) will not impose an "undue burden" on women seeking abortions; or

(3) A state or federal court enters a declaratory judgment or otherwise rules that the person, corporation, or entity that committed the unlawful act described in Subsection (g) lacks third-party standing to assert the rights of women seeking abortions in court.

(i) The penalty provided in Subsection (g) may not be imposed or threatened against any individual or entity if a previous decision of the Supreme Court of the United States established that the conduct of that individual or entity was constitutionally protected at the time it occurred.

(j) The non-imposition of the penalties described in Subsection (g) does not in any way legalize the conduct that has been outlawed by this section, and it does not in any way limit or affect the availability of the private-enforcement remedies established in Section 20.91. Abortion remains and is to be regarded as an illegal act under city law and a criminal act under state law, except when abortion is necessary to save the life of the mother.

(k) Mistake of law shall not be a defense to the penalty established Subsection (g).

(l) Any official of the city of Abilene, Texas, who becomes aware that an individual or organization is aiding or abetting abortions performed in Texas by engaging in the conduct described in subsection (b) shall report that individual or organization to the district attorneys of Taylor and Jones Counties, or to the district attorneys with jurisdiction over that individual or organization, for criminal prosecution under article 4512.2 of the Revised Civil Statutes and section 7.02 of the Texas Penal Code.

Sec. 20.90. Abortions Performed in Violation of Texas Law

(a) It is the policy of the city of Abilene to ensure that the Texas abortion laws are enforced to the maximum possible extent consistent with the Constitution and existing Supreme Court doctrine.

(b) Except as provided by subsections (d), (e), (f), and (g), it shall be unlawful for any person to perform an abortion in violation of any statute enacted by the Texas legislature, including article 4512.1 of the Revised Civil Statutes, as well as sections 171.0031(a)(1) and 245.010(a) of the Texas Health & Safety Code.

(c) Except as provided by subsections (d), (e), (f), and (g), it shall be unlawful for any person to knowingly aid or abet an abortion performed in violation of any statute enacted by the Texas legislature, including article 4512.1 of the Revised Civil Statutes, as well as sections 171.0031(a)(1) and 245.010(a) of the Texas Health & Safety Code. The prohibition in this subsection includes, but is not limited to:

- (1) Offering or knowingly providing transportation to or from an abortion provider;
- (2) Giving instructions over the telephone, the internet, or any other medium of communication regarding self-administered abortion;
- (3) Offering or providing money with the knowledge that it will be used to pay for, offset, or reimburse the costs of an abortion or the costs associated with procuring an abortion;
- (4) Providing or arranging for insurance coverage of an abortion;
- (5) Offering or providing "abortion doula" services;
- (6) Providing referrals to an abortion provider;
- (7) Coercing or pressuring a pregnant mother to have an abortion; and
- (8) Engaging in conduct that makes one an accomplice to abortion under section 7.02 of the Texas Penal Code.

(d) This subsection may not be construed to impose civil or criminal liability on any speech or conduct protected by the First Amendment of the United States Constitution, as made applicable to the states through the United States Supreme Court's interpretation of the Fourteenth Amendment of the United States Constitution, or by Article 1, Section 8 of the Texas Constitution.

(e) This section may not be construed to prohibit conduct that Abilene, Texas, is forbidden to prohibit or regulate under state or federal law.

(f) It shall be an affirmative defense if the unlawful acts described in Subsection (b) were taken in response to a life-threatening physical condition aggravated by, caused by, or arising from a pregnancy that, as certified by a physician, places the woman in danger of death or a serious risk of substantial impairment of a major bodily function unless an abortion is performed. The defendant shall have the burden of proving this affirmative defense by a preponderance of the evidence.

(g) Under no circumstance may the woman upon whom the abortion was performed, or the pregnant woman who seeks to abort her unborn child, be subject to prosecution or penalty under this section.

(h) Whoever violates this section shall be subject to the maximum penalty permitted under Texas law for the violation of a municipal ordinance governing public health, and each violation shall constitute a separate offense.

(i) Neither the City of Abilene, nor any of its officers or employees, nor any district or county attorney, nor any executive or administrative officer or employee of any state or local governmental entity, may impose or threaten to impose the penalty described in Subsection (h) unless and until:

(1) The Supreme Court overrules *Roe v. Wade*, 410 U.S. 113 (1973), and *Planned Parenthood v. Casey*, 505 U.S. 833 (1992), and permits states and municipalities to punish anyone who violates an abortion prohibition, or

(2) A state or federal court enters a declaratory judgment or otherwise rules that the imposition or threatened imposition of this penalty upon the particular person, corporation, or entity that committed the unlawful act described in Subsection (h) will not impose an "undue burden" on women seeking abortions; or

(3) A state or federal court enters a declaratory judgment or otherwise rules that the person, corporation, or entity that committed the unlawful act described in Subsection (h) lacks third-party standing to assert the rights of women seeking abortions in court.

(j) The penalty provided in Subsection (h) may not be imposed or threatened against any individual or entity if a previous decision of the Supreme Court of the United States established that the conduct of that individual or entity was constitutionally protected at the time it occurred.

(k) The non-imposition of the penalties described in Subsection (h) does not in any way legalize the conduct that has been outlawed by this section, and it does not in any way limit or affect the availability of the private-enforcement remedies established in Section 20.91. Abortion remains and is to be regarded as an illegal act under city law and a criminal act under state law, except when abortion is necessary to save the life of the mother.

(l) Mistake of law shall not be a defense to the penalty established Subsection (h).

(m) Any official of the city of Abilene, Texas, who becomes aware that an individual or organization is performing or aiding or abetting abortions in violation of in violation of any statute enacted by the Texas legislature, including articles 4512.1 and 4512.2 of the Revised Civil Statutes, as well as sections 171.0031(a)(1) and 245.010(a) of the Texas Health & Safety Code, shall report that individual or organization to the district attorneys of Taylor and Jones Counties, or to the district attorneys with jurisdiction over that individual or organization, for criminal

prosecution under articles 4512.1 and 4512.2 of the Revised Civil Statutes and section 7.02 of the Texas Penal Code.

Sec. 20.91. Private Right of Action

(a) Any person, other than an officer or employee of a state or local governmental entity in this state, may bring a civil action in state court against any person who violates or intends to violate sections 20.87, 20.88, 20.89, or 20.90.

(b) If a claimant prevails in an action brought under this section, the court shall award:

(1) injunctive relief sufficient to prevent the defendant from violating section 20.87, 20.88, 20.89, or 20.90 in the future;

(2) statutory damages in an amount of not less than \$10,000 for each violation of section 20.87, 20.88, 20.89, or 20.90 that the defendant committed; and

(3) costs and attorney's fees.

(c) Notwithstanding Subsection (b), a court may not award relief under this section if the defendant demonstrates that the defendant previously paid statutory damages in a previous action for the particular conduct that violated section 20.87, 20.88, 20.89, or 20.90.

(d) There is no statute of limitations for an action brought under this section.

(e) The following are not a defense to an action brought under this section:

(1) ignorance or mistake of law;

(2) a defendant's belief that the requirements of this section, or the requirements of sections 20.87, 20.88, 20.89, or 20.90, are unconstitutional or were unconstitutional;

(3) a defendant's reliance on any court decision that has been overruled on appeal or by a subsequent court, even if that court decision had not been overruled when the defendant engaged in conduct that violates sections 20.87, 20.88, 20.89, or 20.90;

(4) a defendant's reliance on any state or federal court decision that is not binding on the court in which the action has been brought;

(5) nonmutual issue preclusion or nonmutual claim preclusion;

(6) the consent of the unborn child's mother to the abortion; or

(7) any claim that the enforcement of sections 20.87, 20.88, 20.89, or 20.90 or the imposition of civil liability against the defendant will violate the constitutional rights of third parties, except as provided by section 20.92.

(f) An action under this section must be brought in state court and not in the local or municipal courts;

(g) This section may not be construed to impose liability on any speech or conduct protected by the First Amendment of the United States Constitution, as made applicable to the states through the United States Supreme Court's interpretation of the Fourteenth Amendment of the United States Constitution, or by Article 1, Section 8 of the Texas Constitution;

(h) Neither the city of Abilene, Texas, nor any state or local official may intervene in an action brought under this section. This subsection does not prohibit a person or entity described by this subsection from filing an amicus curiae brief in the action.

(i) A civil action under this section may not be brought by any person who impregnated the abortion patient through an act of rape, sexual assault, incest, or any other unlawful act.

(j) Under no circumstance may a civil action under this section be brought against the mother of the unborn child that has been aborted, or the pregnant woman who seeks to abort her unborn child.

Sec. 20.92. Civil Liability: Undue Burden Defense

(a) A defendant against whom an action is brought under Section 20.91 does not have standing to assert the rights of women seeking an abortion as a defense to liability under that section unless:

(1) the United States Supreme Court or the Supreme Court of Texas holds that the courts of this state must confer standing on that defendant to assert the third-party rights of women seeking an abortion in state court as a matter of federal or state constitutional law; or

(2) the defendant has standing to assert the rights of women seeking an abortion under the tests for third-party standing established by the United States Supreme Court.

(b) A defendant in an action brought under Section 20.91 may assert an affirmative defense to liability under this section if:

(1) the defendant has standing to assert the third-party rights of a woman or group of women seeking an abortion in accordance with Subsection (a); and

(2) the defendant demonstrates that the relief sought by the claimant will impose an undue burden on that woman or that group of women seeking an abortion, or otherwise violate the rights of women seeking abortions under the United States Constitution.

(c) A court may not find an "undue burden" under Subsection (b) unless the defendant introduces evidence proving that:

(1) an award of relief will prevent a woman or a group of women from obtaining an abortion; or

(2) an award of relief will place a substantial obstacle in the path of a woman or a group of women who are seeking an abortion.

(d) A defendant may not establish an "undue burden" under this section by:

(1) merely demonstrating that an award of relief will prevent women from obtaining support or assistance, financial or otherwise, from others in their effort to obtain an abortion; or

(2) arguing or attempting to demonstrate that an award of relief against other defendants or other potential defendants will impose an undue burden on women seeking an abortion.

(e) The affirmative defense under Subsection (b) is not available if the United States Supreme Court overrules *Roe v. Wade*, 410 U.S. 113 (1973), or *Planned Parenthood v. Casey*, 505 U.S. 833 (1992).

(f) Nothing in this section shall in any way limit or preclude a defendant from asserting the defendant's personal constitutional rights as a defense to liability under Section 20.91, and a court may not award relief under Section 20.91 if the conduct for which the defendant has been sued was an exercise of state or federal constitutional rights that personally belong to the defendant.

Sec. 20.93. Severability

(a) Mindful of *Leavitt v. Jane L.*, 518 U.S. 137 (1996), in which in the context of determining the severability of a state statute regulating abortion the United States Supreme Court held that an explicit statement of legislative intent is controlling, the provisions and applications of this article shall be severable as follows:

- (1) It is the intent of the city that every section, provision, subsection, sentence, clause, phrase, or word in this article, and every application of the provisions in this article, are severable from each other. If any application of any provision in this article to any person, group of persons, or circumstances is found by a court to be invalid or unconstitutional, then the remaining applications of that provision to all other persons and circumstances shall be severed and may not be affected. All constitutionally valid applications of the provisions in this article shall be severed from any applications that a court finds to be invalid, leaving the valid applications in force, because it is the city's intent and priority that the valid applications be allowed to stand alone. Even if a reviewing court finds a provision of this article to impose an undue burden in a large or substantial fraction of relevant cases, the applications that do not present an undue burden shall be severed from the remaining applications and shall remain in force, and shall be treated as if the city had enacted an provision limited to the persons, group of persons, or circumstances for which the provision's application do not present an undue burden. The city further declares that it would have enacted this article, and each provision, section, subsection, sentence, clause, phrase, or word, and all constitutional applications of this article, irrespective of the fact that any provision, section, subsection, sentence, clause, phrase, or word, or applications of this article were to be declared unconstitutional or to represent an undue burden.
- (2) If any court declares or finds a provision in this article facially unconstitutional, when there are discrete applications of that provision that can be enforced against a person, group of persons, or circumstances without violating the Constitution, then those applications shall be severed from all remaining applications of the provision, and the provision shall be interpreted, as a matter of city law, as if the city had enacted a provision limited to the persons, group of persons, or circumstances for which the provision's application will not violate the Constitution.
- (3) If any provision of this article is found by any court to be unconstitutionally vague, then the applications of that provision that do not present constitutional vagueness problems shall be severed and remain in force, consistent with the declarations of the city's intent in Subsections (a)(1) and (a)(2), and the provision shall be interpreted, as a matter of city law, as if the city had enacted a provision limited to the persons, group of persons, or circumstances for which the provision's application do not present constitutional vagueness problems.
- (4) No court may decline to enforce the severability requirements in Subsections (a)(1), (a)(2), and (a)(3) on the ground that severance would "rewrite" the ordinance or involve

the court in legislative or lawmaking activity. A court that declines to enforce or enjoins a locality or government official from enforcing a subset of an ordinance's applications is never "rewriting" an ordinance, as the ordinance continues to say exactly what it said before. A judicial injunction or declaration of unconstitutionality is nothing more than a non-enforcement edict that can always be vacated by later courts if they have a different understanding of what the Constitution requires; it is not a formal amendment of the language in a statute or ordinance. A judicial injunction or declaration of unconstitutionality no more "rewrites" an ordinance than a decision by an executive official not to enforce a duly enacted statute or ordinance in a limited and defined set of circumstances.

- (5) If any federal or state court ignores or declines to enforce the requirements of Subsections (a)(1), (a)(2), (a)(3), or (a)(4), or holds a provision of this article invalid or unconstitutional on its face after failing to enforce the severability requirements of Subsections (a)(1), (a)(2), (a)(3) and (a)(4), for any reason whatsoever, then the Mayor shall hold delegated authority to issue a saving construction of this article that avoids the constitutional problems or other problems identified by the federal or state court, while enforcing the provisions of this article to the maximum possible extent. The saving construction issued by the Mayor shall carry the same force of law as an ordinance; it shall represent the authoritative construction of this article in both federal and state judicial proceedings; and it shall remain in effect until the court ruling that declares invalid or enjoins the enforcement of the original provision in this article is overruled, vacated, or reversed.
- (6) The Mayor must issue the saving construction described in Subsection (a)(5) within 20 days after a judicial ruling that declares invalid or enjoins the enforcement of a provision of this article after failing to enforce the severability requirements of Subsections (a)(1), (a)(2), (a)(3), and (a)(4). If the Mayor fails to issue the saving construction required by Subsections (a)(5) within 20 days after a judicial ruling that declares invalid or enjoins the enforcement of a provision of this article after failing to enforce the severability requirements of Subsections (a)(1), (a)(2), (a)(3), and (a)(4), or if the Mayor's saving construction fails to enforce the provisions of the article to the maximum possible extent permitted by the Constitution or other superseding legal requirements, as construed by the federal or state judiciaries, then any person may petition for a writ of mandamus requiring the Mayor to issue the saving construction described in Subsection (a)(5).

D. EFFECTIVE DATE

This ordinance shall take effect upon: (1) approval by the City Council, or (2) approval by the voters, whichever occurs sooner.

PASSED, ADOPTED, SIGNED and APPROVED,

Mayor of the City of Abilene, Texas

City Secretary of the City of Abilene, Texas

FURTHER ATTESTED BY "WE THE PEOPLE", THE CITIZENS and WITNESSES TO THIS
PROCLAMATION, THIS _____ DAY OF _____, THE YEAR OF OUR LORD
_____.

WITNESS: _____

WITNESS: _____

Discussion on the Sanctuary City for the Unborn Ordinance to Better Understand the Impact of the Ordinance





**City Council
Agenda Memo**

City Council Meeting Date: 6/22/2023

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 19. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

GENERAL INFORMATION

The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
3. 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
4. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
5. 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
6. 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
7. 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
8. 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
9. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
10. Little, et al. v. Llano County Lawsuit
11. Sanctuary City for the Unborn Ordinance
12. Texas Regulatory Consistency Act
13. Library Collection Policy and House Bill 900

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

1. Recycling & Retention Center on Southwest Drive

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None