



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 July 13, 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. Councilmember Travis Craver

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 22, 2023 **(Shawna Atkinson)**
3. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter into a Lease Agreement with All Kind Animal Initiative for the Purposes of Operating an Animal Shelter at 610 ES 11th Street **(Robert Hanna)**
4. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter Into an Amendment to Chapter 380 Agreement with All Kind Animal Initiative for the Construction of an Animal Shelter at 610 ES 11th Street **(Robert Hanna)**
5. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Approving Insurance Carriers and Plan Administration for the City's Employee Benefit Program **(Pamela Williams)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action to purchase Three (3) Front Loader Refuse Trucks to Replace Existing Units for Solid Waste Services, Purchased Through BuyBoard Cooperative Contract # 601-19 from Chastang Enterprises **(Don Green)**
7. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to purchase Two (2) 2023 Takeuchi Mini Excavators from Kirby-Smith Machinery through BuyBoard Cooperative Contract # 687-22 for Water Distribution to Replace Existing Units **(Don Green)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Purchase of Ten (10) 2024 Ford F150 Pickup Trucks Through Sheriff's Association Cooperative Contract # 22-03-1008R for Multiple City Divisions from Randall Reed Planet Ford **(Don Green)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter Into a Contract with True Aim, Inc. d/b/a Sure Shot Pest Management for Pest Control Services for City of Abilene Facilities **(Lesli Andrews)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

10. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, 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. **(Scott Chandler)**
11. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Project and Financing Plan for TIRZ District #3 **(Tim Littlejohn)**
12. **Ordinance (Final Reading) CUP-2023-03:** Receive a Report, Hold a Discussion and Public Hearing, 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)**
13. **Ordinance (Final Reading) CUP-2023-04:** Receive a Report, Hold a Discussion and Public Hearing, 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)**
14. **Ordinance (Final Reading) Z-2023-15:** Receive a Report, Hold a Discussion and Public Hearing, 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)*

15. **Ordinance (Final Reading) Z-2023-17:** Receive a Report, Hold a Discussion and Public Hearing, 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)*
16. **Ordinance (Final Reading) Z-2023-19:** Receive a Report, Hold a Discussion and Public Hearing, 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)*
17. **Ordinance (Final Reading) Z-2023-20:** Receive a Report, Hold a Discussion and Public Hearing, 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)*
18. **Ordinance (Final Reading) TC-2023-03:** Receive a Report, Hold a Discussion and Public Hearing, 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)*

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

B. 551.072 (Deliberations about Real Property)

1. 810 N 6th Street

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members

2. City of Abilene Boards & Commissions May be Discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

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 7th day of July, 2023, at 3:00 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 7/13/2023

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 22, 2023
(*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on June 22, 2023

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 06-22-2023 Minutes - Regular - Morning

CITY COUNCIL MEETING
June 22, 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 22, 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

Mayor Pro-tem Shane Price delivered the invocation.

Austin Sparks, 6th Grader at Madison Middle School, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 2-16. No items were pulled for individual consideration.

PUBLIC COMMENTS

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

- Eric Bengs – spoke about the library collection development policy and the reconsideration request process. He is in opposition to the requirement to live in the Abilene city limits.
- Dorothy Clay – read a resolution about life month.
- Sue Schackmuth – spoke in favor of item 17.
- Nick Nowicke – is the owner of Good Earth Recycling. Thanked council for the opportunity and stated their excitement to offer recycling to this community.

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

CONSENT AGENDA

Councilmember Yates moved to approve the consent agenda consisting of items 2-16. 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

Mayor Pro-tem Price and Councilmember McAlister had conflicts of interest on item #9 and #13 and abstained from voting on that item. Conflict of Interest Affidavits were filled out before the meeting and filed with the City Secretary's office. The vote for item #9 and #13 alone was:

AYES (5): Mayor Hurt, Deputy Mayor Pro-tem Beard, Councilmembers Regan, Yates, and Craver
NAYS (0): None
ABSTAIN (2): Mayor Pro-tem Price and Councilmember McAlister

2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 8, 2023

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
[ASSIGNED RESOLUTION NO. 104-2023]
4. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Contract Amendment with Tyler Technologies, Inc.
[ASSIGNED RESOLUTION NO. 105-2023]
5. Resolution: Receive a Report, Hold a Discussion and Take Action on Award of Bid No. CB2349 - Sale of land at 1909 W. Stamford
[ASSIGNED RESOLUTION NO. 106-2023]
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
[ASSIGNED RESOLUTION NO. 107-2023]
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.
[ASSIGNED RESOLUTION NO. 108-2023]
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
9. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Approving the Financing Plan for TIRZ District #3
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
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REGULAR AGENDA

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
[ASSIGNED ORDINANCE NO. 28-2023]

Max Johnson, Director of Public Works, presented the item. Adoption of the item would create an annual permit process for the private collection and transportation of recyclable materials within the city limits of Abilene.

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

- Nick Nowicke – stated that they staff and hire drivers to collect the recyclable materials, and that they source separate what they can process locally and then transport the remainder. Mr. Nowicke stated that they do not handle hazardous materials.
- Sue Schackmuth – spoke in favor of this item.
- Dianne Bennett – spoke in favor of this item.

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

Councilmember McAlister moved to approve the item as presented. 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

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.

Mr. Hanna read through the agenda heading for this item and clarified that this is for discussion only.

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

- Rob Wiley – spoke in favor of amending the ordinance to clarify a lot of unclear areas. Mr. Wiley requested the city council to revisit this ordinance in collaboration with the medical community.
- Darla Avery – did not wish to speak but indicated their support of the ordinance as written.
- Sabrina Elliot – a midwife. Spoke about the medication this ordinance prohibits and how she cannot use them when a mother needs them to save her life.

- Ree Nunn – did not wish to speak but indicated their support of the ordinance as written.
- Teresa Maddingly Clause – spoke in support of the ordinance as written.
- Chesley Martin – read a statement from Jane Beard, a 45-year licensed attorney. Mrs. Beard stated in her letter that this ordinance is poorly written, that there are too many unknowns and it lacks explanation. She asked to let the legislature do their job and not us.
- Peter Norton – did not wish to speak but indicated their opposition to the ordinance.
- Tia Thorpe – did not wish to speak but indicated their support of the ordinance as written.
- Liz Pickens – spoke in support of the ordinance as written.
- Enda Core – did not wish to speak but indicated their support of the ordinance as written.
- Jennifer Bell – stated that the ban on misoprostol is concerning and gave her personal experience she went through since the passing of the ordinance.
- April Brannon – gave her personal experience with a doctor’s visit since the ordinance was passed and not being able to receive the drugs she needed for a procedure.
- Scott Seymour – spoke in support of the ordinance as written.
- Scott Beard – spoke in support of the ordinance as written.
- Mark Mangrum – did not wish to speak but indicated their support of the ordinance as written.
- Denise Alcure – did not wish to speak but indicated their support of the ordinance as written.
- Bruce Tinsler – spoke in support of the ordinance as written.
- Vincent Nigro – spoke in support of the ordinance as written.
- Matt Fogle – did not wish to speak but indicated their support of the ordinance as written.
- Ruth York (not an Abilene resident) – spoke in support of the ordinance as written.
- Susan Russell – did not speak or indicate opposition or support.
- Amy Boone – spoke about her concerns with the ban of misoprostol and stated her opposition to the ordinance.
- Marie Nuhn – spoke in support of the ordinance as written.
- Tammy Fogle – spoke in support of the ordinance as written.
- Jeff Hatcher – spoke in support of the ordinance as written.
- Mary Becking – spoke in support of the ordinance as written.
- Robin Pertchuga – spoke in opposition to the ordinance and asked the council to take the women who have been directly impacted by this ordinance into consideration.
- Dorothy Clay – spoke in support of the ordinance as written.
- Tyler Lymaker (not an Abilene resident) – spoke in support of the ordinance as written.
- Darrian Starnuff – spoke in favor of amending the ordinance to be more clear.
- Carey Tinsler – spoke in support of the ordinance as written and gave her adoption story.
- Madiline Mangrum – spoke in support of the ordinance as written.
- Sheila Becker – spoke in support of the ordinance as written.
- Ryan Goodwin – spoke in support of the ordinance as written.
- Dianne Bennett – spoke in support of the ordinance as written.
- Michael Bob Starr – stated the impact on healthcare in Abilene can have unintended consequences, and urged Council to consider that any threat to healthcare in Abilene is a threat to Dyess AFB.
- Beige Anderson – spoke in support of the ordinance as written.

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

Council discussed the ordinance at length. It was recommended to have a committee put together to look at what amendments can be done. The committee and members will be established at a later date.

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 10:55 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:

- 19. B. 551.071 (Consultation with Attorney)
 - 1. Little, et al. v. Llano County Lawsuit
 - 2. Texas Regulatory Consistency Act
 - 3. Library Collection Policy and House Bill 900
- 19. D. 551.076 (Personnel Matters)
 - 1. City Manager
- 19. D. 551.087 (Business Prospect/Economic Development)
 - 1. Recycling & Retention Center on Southwest Drive

The Executive Session ended at 12:09 p.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 12:09 p.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 7/13/2023

TO: Honorable Mayor Hurt and Members of the City Council

FROM: Robert Hanna, City Manager

SUBJECT: 3. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter into a Lease Agreement with All Kind Animal Initiative for the Purposes of Operating an Animal Shelter at 610 ES 11th Street (Robert Hanna)

GENERAL INFORMATION

The item before you will effectuate a ground lease between the City of Abilene and All Kind Animal Initiative (AKAI) for the purpose of leasing the ground at 610 ES 11th to AKAI for the construction and operation of a new pet and resource adoption center. The ground lease gives AKAI the right to exclusively use City property for the purposes set forth in the ground lease, and the Memorandum of Agreement that the City and AKAI entered into for the development of a new animal shelter. The ground lease is a condition precedent before AKAI can begin construction on the new shelter. This lease agreement is a companion item to the Chapter 380 Agreement before your consideration on this agenda.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

No known financial impacts.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2023 Resolution Authorizing Lease Agreement of 610 ES 11th
2. LEASE to AKAI - ES11th Property
3. MOU - Shelter Adoption Center
4. McPhail Addn Lot 1 and 2 Block A (1)
5. Ground Lease ES 11th

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A LEASE
AGREEMENT WITH ALL KIND ANIMAL INITIATIVE FOR THE CONSTRUCTION
AND OPERATION OF A PET ADOPTION AND RESOURCE CENTER AT 610 ES 11TH
STREET.**

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

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

WHEREAS, the City of Abilene also seeks to build a new animal shelter facility; and

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

WHEREAS, All Kind Animal Initiative has raised private funds in the amount of \$5,500,000 towards the construction of the pet adoption and resource center facility; and

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

WHEREAS, the City of Abilene agrees to lease the land to All Kind Animal Initiative for the purpose of constructing and operating a pet adoption and resource center facility; and

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

WHEREAS, the City Council finds that it is in the best interest of the City of Abilene and its citizens and serves a public purpose to enter into a Lease Agreement with All Kind Animal Initiative for the lease of 610 ES 11th Street for a period of forty years.

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

Part 1: The City Manager is hereby authorized to negotiate and execute Lease Agreement with All Kind Animal Initiative for the lease real property located at 610 ES 11th Street for the purpose of constructing a pet adoption and resource center facility for a period of forty years.

Part 2: The City Council adopts the statements made in the Whereas clauses above.

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

ADOPTED this 13th day of July, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**GROUND LEASE AGREEMENT
BY AND BETWEEN THE CITY OF ABILENE, TEXAS
AND THE ALL KIND ANIMAL INITIATIVE**

Pursuant to the Memorandum of Agreement (“MOA”), a copy of which is attached hereto as Exhibit “A” and incorporated herein, between the Parties entered into on or about June 23, 2022, this LEASE AGREEMENT, made this ____ day of July, 2023, is by and between the City of Abilene, (hereinafter referred to as "Lessor"), and the All Kind Animal Initiative, “AKAI”, (hereinafter referred to as "Lessee").

WITNESSETH:

That for and in consideration of the covenants, promises, and agreements herein set forth, it is mutually agreed as follows:

**ARTICLE I
PREMISES, PURPOSE, AND RESTRICTIONS**

A. DESCRIPTION OF PREMISES LEASED

Lessor hereby leases and demises unto the Lessee the following described property, to-wit: Lot 2, Block A, McPhail Addition, City of Abilene, Taylor County, Texas, according to the map or plat thereof recorded in Cabinet 3, Slide 136, Plat Records, Taylor County, Texas, and subject to Access Easement Agreement dated May 19, 2022, between Mike McPhail and wife, Ann McPhail, Grantor, and ShadowOne Properties, LLC, a Texas limited liability company, Grantee.

That certain property shown on Exhibit “B” attached (the “Premises”).

B. PURPOSE OF LEASE AND RESTRICTIONS

The premises herein leased shall be used solely for the construction and operation of facilities for a municipal animal shelter operations pursuant to paragraphs 1, 2, 3, 5, 6, 7 and 8, but excluding paragraph 4, of that certain Memorandum of Agreement attached hereto as Exhibit “A.” In the event that any terms and conditions of the MOA conflict with the terms and conditions of this Lease Agreement, the terms and conditions of this Lease Agreement control. Lessee shall not use or occupy the premises for any unlawful purpose and shall comply with all present and future laws, ordinances, regulations and orders of the United States of America, the State of Texas, and all other governmental units or agencies having jurisdiction over the premises, applicable to Lessee’s particular use of the Premises.

C. IMPROVEMENTS

Lessee shall not construct any improvements upon the leased premises without the

prior written approval of Lessor. Any plans or specifications for any improvements to be constructed upon the leased premises shall be submitted to Lessor for its written approval not less than thirty (30) days prior to the beginning of such construction, and said construction shall not begin unless and until Lessor's written approval is obtained.

Once constructed, all improvements upon the leased premises shall be the property of the Lessee. Lessee shall operate the new municipal animal shelter on behalf of the City of Abilene, and for the benefit of the citizens of the City of Abilene. Upon the termination of this Lease Agreement, or in the event that Lessee ceases to operate the improvements as a municipal animal shelter, whichever occurs first, ownership of the improvements shall revert to the City of Abilene, Texas and Lessee shall execute all necessary documents to effectuate such ownership.

D. SIGNS

Lessee shall not place any signs at, on, or about the leased premises except as and where first approved in writing by the Lessor.

E. MANAGEMENT AGREEMENT

The parties currently operate under a Professional Services Management Agreement ("Management Agreement") for the operation of the current animal shelter located at 925 South 25th Street, Abilene, Texas. It is anticipated that when the new municipal animal shelter is construction and operational, as set forth in the Memorandum of Agreement and as set forth in Article I, Section B above, that the parties will agree to modify the Management Agreement to include the new municipal animal shelter. The terms and conditions of such Management Agreement are incorporated herein as terms and conditions of this Lease Agreement, to the extent that such terms and conditions do not conflict with any terms and conditions of this Lease Agreement or the Memorandum of Agreement.

**ARTICLE II
OBLIGATIONS OF LESSEE**

A. MAINTENANCE OBLIGATIONS

Except as provided in the Management Agreement, Lessee shall, at its sole cost and expense, and throughout the term of this Lease, and except as provided below, maintain the lease premises, maintain the grounds, improvements and the appurtenances thereto in good condition and repair and in a safe and presentable condition. Except as provided in the Management Agreement, Lessee shall repair any damages to the lease premises. Lessee shall allow the Lessor access to inspect the buildings and property with reasonable notification.

B. UTILITIES

Except as provided in the Management Agreement, Lessee hereby covenants to be responsible for and to pay for all utilities used in the leased premises and to be responsible for their proper care.

C. INDEMNITY AND INSURANCE

1. INDEMNITY

It is agreed for all purposes hereunder, Lessee shall not, with respect to its acts or omissions, be deemed an agent or employee of the Lessor.

Lessee agrees to indemnify, hold harmless and defend Lessor, its officers, agents and employees, from and against all liability for all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including court costs and attorneys' fees and other reasonable costs) occasioned by the Lessee's occupancy or use of the leased premises and/or activities conducted in connection with or incidental to this Agreement and arising out of or resulting from the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Lessee, including but not limited to its officers, agents, employees, licensees, invitees, and other persons.

Lessee further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, customers, visitors, licensees, invitees and other persons, as well as their property, while in or on the leased premises. It is expressly understood and agreed that Lessor shall not be liable or responsible for the negligence of Lessee, including but not limited to its officers, agents, servants, employees, customers, visitors, licensees, invitees and other persons.

Further, Lessor 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 Lessee.

It is further agreed with respect to the above indemnity, that Lessor and Lessee will provide the other prompt and timely notice of any event which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Lessee or Lessor, and Lessor shall have the right to compromise and defend the same to the extent of its own interests.

It is the expressed intention of the parties hereto, both Lessor and Lessee, that the indemnity provided for in this agreement is indemnity by Lessee to indemnify and protect the Lessor from the consequences

of the Lessor's own negligence while Lessor is participating in this agreement/contract where that negligence is a concurring cause of the injury, death, or damage. Furthermore, the indemnity provided for in this agreement shall have no application to any claim, loss, damage, cause of action, suit, and liability where the injury, death or damage results from the sole negligence of the Lessor, unmixed with the fault of any other person or entity.

2. INSURANCE

LESSEE agrees to provide and maintain the following types and amounts of insurance, for the term of this Lease:

TYPE	AMOUNT
Worker's Compensation (where required by State Law) and Employer's Liability	Statutory - \$100,000 each accident

Comprehensive General (Public) Liability to include (but not limited to) the following:

A.	Premises/Operation	Combined Single Limit for Bodily Injury and Property Damage: \$1,000,000 - per Occurrence
B.	Independent Contractors	
C.	Personal Injury	
D.	Products/Completed Operations	
E.	Contractual Liability (to include the indemnity provision herein)	

3.	Property Damage Insurance - physical damage coverage for the perils of Fire and Extended Coverage on said premises (including improvements and betterments)	Coverage for full replacement value or the actual cash value of property.
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The preceding amounts notwithstanding, Lessor reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein.

3. OTHER INSURANCE REQUIREMENTS

Lessee understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Agreement.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City's Office of Risk Management office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Lease for the Lessor as additional insured shall be primary insurance and not contributing with any other insurance available to Lessor, under any third party liability policy.

Lessee shall provide updated certificates of insurance to the City Secretary each year prior to the anniversary of the date of this contract in the event the contract is renewed.

Lessee further agrees that with respect to the above required insurances, the Lessor shall:

1. Be named as additional insured/or an insured, as their interest may appear.
2. Be provided with a waiver of subrogation. (Liability Insurance Only.)
3. Be provided with thirty (30) days advance notice, in writing, of cancellation or material change.
4. Prior to execution of this Agreement, be provided through the office of the City Secretary with Certificates of Insurance evidencing the above requirements. Thereafter new certificates shall be furnished prior to the expiration date of any prior certificate.

D. COMPLIANCE WITH LAWS

Lessee shall observe and obey all federal, state, and local laws and regulations and shall further not permit the violations of such laws by persons upon the said premises.

**ARTICLE III
ASSIGNMENT AND TERMINATION**

A. ASSIGNMENT, TRANSFER

The Lessee shall not assign or transfer this Agreement or any interest therein nor sublet the said premises or any part thereof without the prior written consent of the Lessor.

B. TERMINATION

Upon the violation of any terms or conditions of the Memorandum of Agreement or this Lease Agreement which shall continue for sixty (60) successive days following notice of said violation from Lessor to Lessee and opportunity to cure, the Lessor may declare this Lease forfeited at its discretion without further notice and its agents or attorney shall have the power to enter and hold, occupy and repossess the entire premises hereinbefore described, as before the execution of this Agreement. Additionally, the terms and conditions of any Management Agreement regarding the Leased Premises are incorporated herein, and any breach of those terms and conditions by Lessee shall constitute good cause to terminate this lease agreement.

**ARTICLE IV
GENERAL PROVISIONS**

A. TERM OF LEASE

The term of this lease shall be forty (40) years, beginning _____, 2023 and ending at midnight _____, 2063. Thereafter, the parties agree to negotiate in good faith an extension of such term as may then be appropriate under the circumstances.

B. AGENT

The agent for Lessor shall be the City of Abilene Land Agent. The agent for Lessee shall be _____ or such other person as Lessee may designate in a written notice to Lessor.

C. LEASE RATE

Lessee agrees to pay to Lessor the sum of One Dollars (\$1.00) and no cents annually and other good and valuable consideration for this Lease. Additionally, Lessee shall be responsible for the payment of all necessary occupancy costs, including but not limited to insurance, taxes, maintenance and utilities, as applicable.

D. BANKRUPTCY

In the event that Lessee shall become bankrupt, or shall make a voluntary assignment for the benefit of creditors, or in the event that a receiver of the Lessee shall be appointed, then at the option of the Lessor and upon written notice to the Lessee of the exercise of such option, this Lease shall be automatically terminated.

E. NOTICE

All notices required to be given hereunder shall be in writing, mailed by Certified Mail Return Receipt Requested, and addressed as follows:

To Lessee:

Attn: _____
All Kind Animal Initiative

To Lessor:

Attn: Land Agent
City of Abilene
555 Walnut
Abilene, TX 79604

F. AMENDMENT

This Agreement may not be amended except in writing, executed by the parties hereto.

G. VENUE AND GOVERNING LAW

This Agreement shall be construed and governed in accordance with the law of the State of Texas. If any legal action is filed pursuant to this Agreement such action must be filed in a court of competent jurisdiction in Taylor County, Texas.

Executed this ____ day of _____, 2023.

LESSOR:

CITY OF ABILENE

LESSEE:

ALL KIND ANIMAL INITIATIVE

By: _____
City Manager

By: _____
Printed Name: _____
Title: _____

ATTEST:

By: _____
City Secretary

APPROVED:

By: _____
City Attorney

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

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

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

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

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

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

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

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

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

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

CITY OF ABILENE, TEXAS

Robert Howe
City Manager

ALL KIND ANIMAL INITIATIVE

Andrea Polson
Chair Person

Ground Lease with All Kind Animal Initiative





**City Council
Agenda Memo**

City Council Meeting Date: 7/13/2023

TO: Honorable Mayor Hurt and Members of the City Council

FROM: Robert Hanna, City Manager

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter Into an Amendment to Chapter 380 Agreement with All Kind Animal Initiative for the Construction of an Animal Shelter at 610 ES 11th Street (Robert Hanna)

GENERAL INFORMATION

The attached Amendment to Chapter 380 Economic Development Agreement will increase funding for All Kind Animal Initiative from \$4,000,000 to \$6,100,000. This increase in funding will allow them to construct the new pet and resource center at 610 ES 11th. While AKAI secured the required \$5,500,000 in private funding, construction costs have increased due to inflation and additional funds are needed to construct the project.

Funding breaks down as follows: (1) Engineering and Design of \$1,138,581, (2) Land Acquisition of \$1,500,000, (3) Construction of \$10,447,482, and (4) additional contingency of \$13,937. In total, this equals \$13,100,000. Meaning, 42% of the project is privately funded and 58% of the project is publicly funded.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The additional \$2,100,000 is available in the Minor Improvement Fund.

STAFF RECOMMENDATION

Staff recommends approval as submitted.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2023 Resolution Authorizing an Amended Development Agreement with All Kind Animal Initiative
2. Amendment to the Chapter 380 Agreement with AKAI - Construction Services (1)
3. MOU - Shelter Adoption Center
4. Executed 380 Agreement
5. Amendment to All Kind Animal Initiative 380 Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE AND ALL KIND ANIMAL INITIATIVE**

WHEREAS, the State of Texas has authorized cities to create economic development programs in accordance with Article III, Chapter 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Abilene passed and approved Resolution No. 49-2016 creating a Chapter 380 economic development program; and

WHEREAS, the City Council, on July 28, 2022 by Resolution 118-2022, approved a Memorandum of Agreement (“MOA”) with All Kind Animal Initiative wherein, in part, the City committed to provide \$4,000,000.00 towards the construction of a new pet and animal resource center at 610 ES 11th Street; and

WHEREAS, the City Council authorized an Economic Development Agreement with All Kind Animal Initiative in the amount of \$4,000,000 to assist in the design and construction of a new pet and animal resource center; and

WHEREAS, on September 22, 2022, the City and All Kind Animal Initiative entered into the Economic Development Agreement; and

WHEREAS, since the execution of the Economic Development Agreement, the costs of design and construction of the new pet and animal resource center have increased due to market conditions; and

WHEREAS, All Kind Animal Initiative has raised \$5,500,000 in private funds for the design and construction of the new pet and animal resource center; and

WHEREAS, the City desires to enter into this Amendment to the Economic Development Agreement with All Kind Animal Initiative in order to implement the economic development program developed by the City to enhance and expand the City’s commercial economic and employment base to the long term interest and benefit of the City and the State of Texas; and

WHEREAS, the City has determined that making an economic development grant to All Kind Animal Initiative in accordance with this Amendment to Economic Development Agreement will further the objectives of the City, will benefit the City and the City’s inhabitants, will increase the quality of life of the City, will foster and promote additional economic development and will protect and safeguard the public health, safety and welfare; and

WHEREAS, the City has leased to All Kind Animal Initiative the real property located at 610 ES 11th Street for the purpose of construction and operation of the new facility; and

WHEREAS, the City now desires to enter into this Amendment to the Economic Development Agreement with All Kind Animal Initiative to increase the funding for the completion of the engineering and design work, and the construction of the pet and animal resource center; and

WHEREAS, the City hereby finds that this Amendment to the Economic Development Agreement embodies an eligible “project” and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the City will grant to All Kind Animal Initiative the not-to-exceed sum of \$1,138,581.00 for their costs of the completion of the engineering and design work associated with the construction of the proposed pet and animal resource center at 610 ES 11th Street; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the City will grant to All Kind Animal Initiative the total sum of \$6,100,000.00 for their costs of construction of the proposed pet and animal resource center at 610 ES 11th Street, but deducting from that sum any amount paid to All Kind Animal Initiative for their costs of the completion of the engineering and design work; and

WHEREAS, a grant of public money for the purpose of development of the property will promote state or local economic development and stimulate businesses and commercial activity in the City of Abilene.

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

Part 1: That the City Manager is hereby authorized to negotiate and execute an Amendment to the Economic Development Agreement between the City of Abilene and All Kind Animal Initiative for the public improvement project.

Part 2: That the Amendment to the Economic Development Agreement will in all things replace the Agreement entered into on September 22, 2022.

Part 3: That the City Council adopts and confirms the findings stated in the Whereas clauses above.

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

ADOPTED this 13th day of July, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND ALL KIND ANIMAL INITIATIVE**

This Amendment to the Economic Development Agreement (“Agreement”) is effective as of the 13th day of July, 2023 (“Effective Date”), by and between All Kind Animal Initiative, a not for profit corporation of the State of Texas ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the City has acquired fee simple ownership of 610 ES 11th Street, Abilene, Taylor County, Texas; and

WHEREAS, the City Council, on July 28, 2022 by Resolution 118-2022, approved a Memorandum of Agreement (“MOA”) with All Kind Animal Initiative wherein, in part, the City committed to provide \$4,000,000 towards the construction of a new pet and animal resource center at 610 ES 11th Street (“Facility”); and

WHEREAS, the City, to effectuate the MOA with Developer, entered into an Economic Development Agreement with the Developer on September 22, 2022 for funding of the completion of the engineering and design work associated with the construction of the proposed pet and animal resource center; and

WHEREAS, the Developer, pursuant to the MOA and the September 22, 2022 Economic Development Agreement, has successfully completing its private fundraising campaign in the amount of \$5,500,000; and

WHEREAS, during the period of design and completion of fundraising by Developer, construction costs have continued to increase and additional funding is needed to construct the new pet animal resource center; and

WHEREAS, due to those increasing costs, the City desires to increase the amount it contributes towards the construction of a new pet and animal resource center at 610 ES 11th Street from \$4,000,000 to \$6,000,000; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City desires to enter into this Amendment to the Economic Development Agreement with the Developer in order to implement the economic development program developed by the City to enhance and expand the City’s commercial economic and employment base to the long term interest and benefit of the City and the State of Texas; and

WHEREAS, the City hereby finds that this Amendment to the Agreement embodies an eligible “project” and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

I. AUTHORITY AND CONTROL

- 1.01 This Amendment to the Agreement is authorized by state law, including but not limited to Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer’s execution and performance of this Amendment to the Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Amendment to the Agreement.
- 1.04 That certain Economic Development Agreement authorized by the City Council on or about September 22, 2022 is hereby amended in its entirety, and that the terms and conditions of this Amendment to the Agreement is controlling in all aspects of the City’s funding of the project..

II. DEFINITIONS

- 2.01. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.02. **Developer** means All Kind Animal Initiative, its successors or assigns.

III. TERM

- 3.01 This Amendment to the Agreement shall be effective as of the date of execution of both parties. This Amendment to the Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) thirty-six months from the date of the MOA (“**Term**”).

IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 The City shall pay to the Developer payments (the “Design Payment”) in an amount equal to the invoiced amount of design professionals working to complete the engineering and design for the new pet and animal resource center, such design payments shall not exceed \$1,138,581.
- 4.02 Payment by the City of the Design Payment shall reduce the City’s commitment pursuant to the MOA to provide \$4,000,000 in original construction funds. The City shall provide to Developer \$2,100,000 in additional construction funds, for \$6,100,000 in total construction funds (the “Construction Funds”) for the new pet and animal resource center by the design payment amount.
- 4.02 The City Manager shall pay the remaining Construction Funds to the Developer upon written notice to the City, and upon review and verification of the funds required to build and construct a new pet and animal resource center at 610 ES 11th Street.

V. DEVELOPER’S OBLIGATIONS AND DUTIES

- 5.01 The Developer shall perform, or cause to be performed, the completion of the engineering and design needed to develop a set of construction documents necessary to build and construct a new pet and animal resource center at 610 ES 11th Street.
- 5.02 The Developer shall forward to the City all invoices from Tim Rice McClarty, AIA for work performed on the engineering and design associated with the development of construction drawings necessary to build and construct a new pet and animal resource center at 610 ES 11th Street with seven days of receipt of said invoices.
- 5.03 The Developer shall pay all invoices to Tim Rice McClarty, AIA for work performed on the engineering and design associated with the development of construction drawings necessary to build and construct a new pet and animal resource center at 610 ES 11th Street with seven days of receipt of the design payment from the City.
- 5.04 Upon written request made by the City, shall provide the City with a complete set of the construction documents necessary to build and construct a new pet and animal resource center at 610 ES 11th Street.
- 5.05 The Developer shall notify the City in writing upon completion of construction of the new pet and animal resource center at 610 ES 11th Street. Developer shall operate the Facility

on behalf of the City, and for the benefit of the citizens of the City of Abilene, Texas. Developer and City shall enter into a separate management agreement for the operation of the Facility.

- 5.06 In the event that Developer shall cease to operate the Facility as a pet and animal resource center, or upon the termination of a separate ground lease between the City and Developer, whichever occurs first, , Developer shall convey ownership of the new pet and animal resource center at 610 ES 11th Street to the City of Abilene.

VI. CITY OBLIGATIONS AND DUTIES

- 6.01 Review the engineering and design services invoices submitted by the Developer, accept the invoices if reasonably based on the proposed scope of work, and pay the Design Payment in the amount of \$1,138,581 to Developer pursuant to the terms and conditions of this Amendment to the Agreement.
- 6.02 Upon receipt and verification of the Developer's construction costs to build and construct a new pet and animal resource center at 610 ES 11st Street, the pay the Construction Funds in the amount of \$4,961,419 to Developer pursuant to the terms and conditions of this Amendment to the Agreement.
- 6.03 In no event shall the City be obligated to pay more than the sum of \$6,100,000 to Developer for the design and construction of the new pet and animal resource center at 610 ES 11th Street.

VII. DEFAULT

- 7.01 If any party should default upon any terms or obligations with respect to this Amendment to the Agreement ("**Defaulting Party**"), the other party ("**Complaining Party**") shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the Defaulting Party cures the default within thirty (30) days after notice of default is received ("**Cure Period**"), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion, then this Amendment to the Agreement shall continue as if no default occurred.
- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney's fees and costs.

VIII. GENERAL PROVISIONS

- 8.01 **DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AMENDMENT TO THE AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.**
- 8.02 If any provision of this Amendment to the Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Amendment to the Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Amendment to the Agreement, and each provision of this Amendment to the Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.03 This Amendment to the Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Amendment to the Agreement without the express written consent of the City.

- 8.05 Nothing in this Amendment to the Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Amendment to the Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Amendment to the Agreement.
- 8.07 This Amendment to the Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties. This Amendment to the Agreement does not amend or supersede the parties' Memorandum of Agreement.
- 8.08 This Amendment to the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Amendment to the Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS.]

AGREED AND EXECUTED:

DEVELOPER

All Kind Animal Initiative
834 N. 3rd, Ste. B
Abilene, TX 79601

By: Andrea Robison

Name: _____

Its: _____

CITY OF ABILENE

ATTEST:

Robert Hanna, City Manager

Shawna Atkinson, City Secretary

APPROVED AS TO FORM:

Stanley Smith, City Attorney

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

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

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

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

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

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

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

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

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

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

CITY OF ABILENE, TEXAS

Robert Howe
City Manager

ALL KIND ANIMAL INITIATIVE

Andrea Polson
Chair Person

**ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE
AND ALL KIND ANIMAL INITIATIVE**

This Economic Development Agreement (“Agreement”) is effective as of the 22nd day of September, 2022 (“Effective Date”), by and between All Kind Animal Initiative, a not for profit corporation of the State of Texas (“Developer”), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation (“City”), for the purposes and considerations stated below.

RECITALS

WHEREAS, the City has acquired fee simple ownership of 610 ES 11th Street, Abilene, Taylor County, Texas; and

WHEREAS, the Developer and the City have entered into that certain Memorandum of Agreement dated July 28, 2022 wherein the City commits to provide \$4,000,000 to the construction of a new pet and animal resource center at 610 ES 11th Street; and

WHEREAS, the City now desires to enter into an economic development agreement with the Developer for the completion of the engineering and design work associated with the construction of the proposed pet and animal resource center, the Scope of Work for such work is attached and incorporated herein as, EXHIBIT “A” – Scope of Work; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the economic development program developed by the City to enhance and expand the City’s commercial economic and employment base to the long term interest and benefit of the City and the State of Texas; and

WHEREAS, the City hereby finds that this Agreement embodies an eligible “project” and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and is in the best interests of the City; and

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited to Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.

- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

II. DEFINITIONS

- 2.01. **Company** means any use that generates municipal tax revenue, physically located in the Project Area, and open to the general public for the purpose of business office, or retail purposes.
- 2.02. **Certificate of Occupancy** means the final, unconditional certificate of occupancy issued by the City to a Company.
- 2.03. **Opening Date** means the day that a Company has completed construction, the City has issued a Certificate of Occupancy, and the Company is open for business to the general public.
- 2.04. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.
- 2.05. **Developer** means All Kind Animal Initiative, its successors or assigns.

III. TERM

- 3.01 This Agreement shall be effective as of the date of execution of both parties. This Agreement shall remain in full force and effect until the earlier of: (A) each party hereto has completed their respective obligations hereunder; or (B) one year from the Opening Date of the first Company ("**Term**").

IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 The City shall pay to the Developer payments (the "**Payment**") in an amount equal to the invoiced amount of design professionals working to complete the engineering and design for the new pet and animal resource center, such payments shall not exceed \$689,392.00

and shall reduce the City's commitment to provide \$4,000,000 in construction funds (the "Construction Funds") for the new pet and animal resource center by the same amount.

- 4.02 The City Manager is authorized to release the remaining Construction Funds to the Developer upon written notice to the City, and review and verification of the funds required to build and construct a new pet and animal resource center at 610 ES 11th Street.

V. DEVELOPER'S OBLIGATIONS AND DUTIES

- 5.01 The Developer shall perform, or cause to be performed, the completion of the engineering and design needed to develop a set of construction documents necessary to build and construct a new pet and animal resource center at 610 ES 11th Street.
- 5.02 The Developer shall forward all invoices from Tim Rice McClarty, AIA for work performed on the engineering and design associated with the development of construction drawings necessary to build and construct a new pet and animal resource center at 610 ES 11th Street with seven days of receipt of said invoices.
- 5.03 The Developer shall pay all invoices for Tim Rice McClarty, AIA for work performed on the engineering and design associated with the development of construction drawings necessary to build and construct a new pet and animal resource center at 610 ES 11th Street with seven days of receipt of payment of Economic Incentives by the City.
- 5.04 The Developer shall notify the City in writing upon completion of fundraising sufficient to build and construct a new pet and animal resource center at 610 ES 11th Street.

VI. CITY OBLIGATIONS AND DUTIES

- 6.01 Review the invoices submitted by the Developer, accept the invoices if reasonably based on the proposed scope of work, review and verify final fund raising amounts are received by the Developer and pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

VII. DEFAULT

- 7.01 If any party should default upon any terms or obligations with respect to this Agreement ("Defaulting Party"), the other party ("Complaining Party") shall provide written notice of the default and shall reasonably include the actions required to cure such default. If the

Defaulting Party cures the default within thirty (30) days after notice of default is received (“**Cure Period**”), or commences to cure default within said thirty (30) days and diligently pursues the cure to its conclusion, then this Agreement shall continue as if no default occurred.

- 7.02 In the event that the Defaulting Party fails to cure the default as required by Section 7.01 above, the Complaining Party may, by action or proceeding at law or in equity, be awarded damages and/or specific performance for such default, including reasonable attorney’s fees and costs.

VIII. GENERAL PROVISIONS

- 8.01 **DEVELOPER COVENANTS AND AGREES TO AND DOES HEREBY FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER WHETHER REAL OR ASSERTED, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS. IN ADDITION, DEVELOPER COVENANTS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS OR CAUSES OF ACTION OF ANY NATURE WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF INJURIES OR DAMAGES TO PERSONS OR PROPERTY, INCLUDING DEATH, RESULTING FROM THE FAILURE OF DEVELOPER OR ITS CONTRACTORS AND SUBCONTRACTORS TO PROPERLY SAFEGUARD THE WORK, ON ACCOUNT OF ANY ACTS, INTENTIONAL OR OTHERWISE, NEGLIGENCE OR MISCONDUCT OF DEVELOPER, ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, SERVANTS OR EMPLOYEES.**
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written consent of the City.
- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- 8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE
FOLLOWS.]

AGREED AND EXECUTED:

DEVELOPER

All Kind Animal Initiative
834 N. 3rd, Ste. B
Abilene, TX 79601

By: Andrea Robison

Name: _____

Its: _____

CITY OF ABILENE

ATTEST:

Robert Hanna, City Manager

Shawna Atkinson, City Secretary

APPROVED AS TO FORM:

Stanley Smith, City Attorney

STATE OF TEXAS)
) ACKNOWLEDGEMENT
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, in his or her capacity as _____ of ALL KIND ANIMAL INITIATIVE.

Notary Public in and for
the State of Texas

STATE OF TEXAS)
) ACKNOWLEDGEMENT
COUNTY OF TAYLOR)

This instrument was acknowledged before me on the _____ day of _____, 2022, by Robert Hanna, in his capacity as City Manager of the City of Abilene, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for
the State of Texas

Exhibit A – “Scope of Work”

The attached Scope of Work shall serve as the improvements required to be completed.

AIA[®] Document B104[™] – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the **seventeenth**
in the year **Two Thousand Twenty One**
(In words, indicate day, month and year)

day of **November**

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Andrea Robison
Chairman of the Board
All Kind / Animal Initiative
1140 North 2nd Street, Ste #8
Abilene, Texas 79601

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:

(Name, address and other information)

The Architectural and Interior Design Office of :
Tim Rice McClarty, AIA
2610 South Treadaway Blvd.
Abilene, Texas 79602-5928

for the following Project:

(Name, location and detailed description)

All Kind Animal Adoption Center
Site to be Determined, on City of Abilene owned property near the Abilene Zoo

The Owner and Architect agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Original Facility Program, Dated 08/19/19, and
Original Facility Floor Plan and Elevations, Dated 12/01/19, all to be
Revised under Article 4.1 of this contract

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include conceptual and preliminary work, schematic design, design development, construction documents, and construction administration services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's

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approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the

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Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the

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appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

Modifications to the Original Program & Modifications to the Original Schematic Design & Assistance with Site Selection & Assistance establishing the Probable Construction Cost & Coordination of Separate Contractors & Interior Architectural Design.

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services Twenty-Four (24) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within Thirty-Six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner

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regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner

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requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- ☒ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

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§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

6.75% of the Total Construction Cost Depicted by the Base Bid Submitted.
All Kind / Animal Initiative will pay all engineering cost.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Four Equal Installments of \$12,000.00 = \$48,000.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

\$225 / hour

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§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase:	percent (45 %)
Construction Documents Phase:	percent (45 %)
Construction Phase:	percent (10 %)
Total Basic Compensation	one hundred percent (100.00%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

\$225 / Hour

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

2% of the estimated remaining construction cost

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Ten Thousand Dollars (\$ 10,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:

(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Andrea Robison - Chairman of the Board
(Printed name and title)


ARCHITECT (Signature)

Tim Rice McClarty, AIA - Architect
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Approval of an Amendment to the 380 Economic Development Agreement with All Kind Animal Initiative





**City Council
Agenda Memo**

City Council Meeting Date: 7/13/2023

TO: Robert Hanna, City Manager

FROM: Pamela Williams, Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion, and Take Action on Approving Insurance Carriers and Plan Administration for the City's Employee Benefit Program (*Pamela Williams*)

GENERAL INFORMATION

The City conducted Requests for Proposal for:

Administrative Services Only (ASO) for Medical and Pharmacy Benefits (CB-2330) with the goal of partnering with a third-party vendor for Administrative Services Only (ASO) for Medical and Pharmacy Benefits. We were looking for a partnership with a third-party administrator that offers innovative solutions for the administration of the City medical plans, pharmacy plans, a robust network of providers, physicians and facilities, case management programs for high cost claimants and disease management programs.

Dental, Vision, Basic Life/AD&D, Voluntary Life/AD&D, Director LTD, Voluntary STD, Voluntary LTD, Accident, Critical Illness & Whole Life (CB-2334) with the goal of partnering with an carrier(s) that offer administration of the City Dental plans, Vision plan, Basic Life/AD&D, Voluntary Life/AD&D, Voluntary STD, Director LTD, Voluntary LTD, Accident, Critical Illness with Cancer and Whole Life. We sought a robust provider network for dental and vision coverages, no Loss/Gain for employees, ability to match current benefits and coverage levels for all lines of coverage and Group Product Lines.

SPECIAL CONSIDERATIONS

The Human Resources department generated an RFP for:

Administrative Services Only (ASO) for Medical and Pharmacy Benefits in January 2023. This notice was published on January 29, 2023, with a proposal deadline of March 1, 2023. Within that timeline, we received one response to the RFP which was evaluated by the Human Resource Department.

Dental, Vision, Basic Life/AD&D, Voluntary Life/AD&D, Director LTD, Voluntary STD, Voluntary LTD, Accident, Critical Illness & Whole Life Benefits in March 2023.

This notice was published on February 26, 2023, with a proposal deadline of April 7, 2023.

Within that timeline we received seventeen responses to the RFP and they were evaluated by the Human Resource Department.

FUNDING/FISCAL IMPACT

The Administrative Services Only (ASO) for Medical and Pharmacy Benefits will be funded using the Self-Insurance fund. The Dental, Vision, Basic Life/AD&D, Voluntary Life/AD&D, Voluntary STD, Voluntary LTD, Accident, Critical Illness with Cancer, Dental and Vision will also be funded using The Self-Insurance fund. The Director Level LTD will be funded using the Human Resource Administration fund.

STAFF RECOMMENDATION

Staff recommends awarding the contract to:

BCBS to provide Administrative Services Only (ASO) for Medical and Pharmacy Benefits

BCBS PPO Network to provide Voluntary Dental coverage

CEC – Community Eye Care to provide Voluntary Vision coverage

Standard Insurance Company to provide Group Life/AD&D, Voluntary Life, Dependent Life, Director Long Term Disability, Voluntary Short Term Disability, Voluntary Long Term Disability, Voluntary Accident and Voluntary Critical Illness.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - BCBS ASO, BCBS Dental, CEC and Standard
2. Final Three Best and Final 2023
3. ASO Marketing Analysis BAFO
4. BCBS PBM ASO
5. CEC and Standard City Council Presentation Slides 2023 - Council Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING AGREEMENTS WITH BCBS FOR ADMINISTRATIVE SERVICES, BCBS DENTAL, STANDARD INSURANCE COMPANY TO PROVIDE GROUP LIFE, VOLUNTARY LIFE, DEPENDENT LIFE, DIRECTOR LONG TERM DISABILITY, VOLUNTARY SHORT TERM DISABILITY, VOLUNTARY LONG TERM DISABILITY, VOLUNTARY ACCIDENT AND VOLUNTARY CRITICAL ILLNESS AND CEC – COMMUNITY EYE CARE TO PROVIDE VISION SERVICES.

WHEREAS, the Human Resources Department went out for an RFP

On 01/30/2023 seeking a proposal for Administrative Services Only (ASO) for Medical and Pharmacy Benefits. They received four inquiries and one response and they reviewed for the best fit candidate.

On 03/09/2023 seeking proposals for Vision, Basic Life/AD&D, Voluntary Life/AD&D, Director LTD, Voluntary STD, Voluntary LTD, Accident, Critical Illness and Whole Life. They received 17 responses and they were reviewed for the best fit candidate.

WHEREAS, it is the staff's recommendation that the City accepts the proposal from

BCBS to perform Administrative Services Only (ASO) for Medical and Pharmacy Benefit services.

BCBS to perform Dental services.

CEC – Community Eye Care to perform Vision services.

Standard Insurance Company to perform Basic Life/AD&D, Voluntary Life/AD&D, Director LTD, Voluntary STD, Voluntary LTD, Accident and Critical Illness services.

Additionally, we request the City Managers endorsement to execute the final contracts.

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

PART 1: The City Manager is authorized to negotiate and execute an agreement with BCBS, CEC-Community Eye Care Vision and Standard Insurance Company as set-forth above. BCBS is a one year agreement (with optional renewal for years two and three at a 3% increase) and the cost is shared between employer/employee. BCBS Dental is a two year contract with the cost solely on the employee as this is a voluntary plan. CEC – Community Eye Care is a four year agreement, the cost is solely on the employee as this is a voluntary plan. Standard Insurance Company is a three year agreement, the cost is solely on the employee as this is a voluntary plan with the exception of the Director LTD and Basic Life/AD&D which is fully employer paid. Director LTD, the cost is \$.28 per \$100. The Basic Life/AD&D, the cost is \$.04 per \$1000.

PART 2: That this resolution shall take effect 01/01/2024 for each of these Vendors after its passage.

ADOPTED this 13th day of July, 2023

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**City of Abilene
Bid List
1/1/2024**

<i>Vendor</i>	<i>AM Best</i>	<i>Comments</i>	<i>Notes</i>
BCBS	A	Quoted Dental, Vision, Life, Disability, Accident, CI	\$50,000 dental implementation credit
CEC Vision	A-	Quoted Vision	\$6,000 Implementation Credit
Delta	A	Quoted Dental	\$5,000 Implementation Credit
Cigna	A	Quoted Dental	
NVA	A	Quoted Vision	\$1,500 Implementation Credit
Ochs	A+	Quoted Life, Disability, Accident, CI	\$4,500 Implementation Credit Life / \$3,600 DI
Standard	A	Quoted Dental, Vision, Life, Disability, Accident, CI	\$10,000 Implementation Credit 3% of premium offset (2 lines) based on lines of coverage

City of Abilene
Dental Marketing Analysis
Effective Date: 1/1/2024

Current

Benefits	MetLife		BCBS BlueCare PPO Network		Cigna Total DPPO Network		Delta Delta PPO Network	
	Low Plan	High Plan	Low Plan	High Plan	Low Plan	High Plan	Low Plan	High Plan
Deductible	\$50 Individual \$150 Family	\$50 Individual \$150 Family	\$50 Individual \$150 Family	\$50 Individual \$150 Family	\$50 Individual \$150 Family	\$50 Individual \$150 Family	\$50 Individual \$150 Family	\$50 Individual \$150 Family
Ded Waived for Preventive	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Preventive	100%	100%	100%	100%	100%	100%	100%	100%
Basic	70%	80%	70%	80%	70%	80%	70%	80%
Major	50%	50%	50%	50%	50%	50%	50%	50%
Endodontics and Periodontics	50%	50%	50%	50%	50%	50%	50%	50%
Late Entrants / Waiting Period	12 months- Timely Applicants Ortho	12 months- Timely Applicants Ortho	None	None	None	None	None	None
Calendar Year Maximum	\$1,000	\$2,000	\$1,000	\$2,000	\$1,000	\$2,000	\$1,000	\$2,000
R&C Percentage	MAC	80%	MAC	80%	MAC	90%	MAC	80%
Orthodontia	Child Only (age 26)	Adult & Child	Child Only (age 26)	Adult & Child	Child Only (age 19)	Adult & Child	Child Only	Adult & Child
Orthodontia Coverage	50%	50%	50%	50%	50%	50%	50%	50%
Orthodontia Maximum	\$500	\$1,500	\$500	\$1,500	\$500	\$1,500	\$500	\$1,500
Participation Requirement	-	-	75%		25%		795 enrollees	
Rate Guarantee	1 Year - until 12/31/2023		2 years - until 12/31/2025		2 years - until 12/31/2025		2 years - until 12/31/2025	
	Low	High	Current Rates	Current Rates	Proposed Rates	Proposed Rates	Proposed Rates	Proposed Rates
Employee Only	212	186	\$17.64	\$31.45	\$16.67	\$29.72	\$16.82	\$29.98
Employee + Spouse	49	60	\$36.98	\$64.01	\$34.95	\$60.49	\$35.25	\$61.02
Employee + Child(ren)	45	64	\$40.48	\$67.73	\$38.25	\$64.00	\$38.59	\$64.57
Employee + Family	127	104	\$59.82	\$95.76	\$56.53	\$90.49	\$57.03	\$91.29
Monthly Total	433	414	\$14,970.44	\$23,984.06	\$14,147.15	\$22,664.28	\$14,272.45	\$22,864.12
Annual Total			\$179,645.28	\$287,808.72	\$169,765.80	\$271,971.36	\$171,269.40	\$274,369.44
Combined Annual Total			\$467,454.00		\$441,737.16		\$445,638.84	
Difference from current			-		-\$25,716.84		-\$21,815.16	
% Difference			-		-6%		-5%	

\$50,000 Implementation Credit
\$1.00 PEPM off medical (\$11,000)

3rd year rate cap of 5%

\$5,000 Implementation Credit
3rd year rate cap of 5%

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City of Abilene
Vision Marketing Analysis
Effective Date: 1/1/2024

Current								
Benefits	VSP		BCBS		CEC Vision		NVA	
	VSP Choice Network		EyeMed Network				NVA National Network	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Exams	Once every 12 months		Once every 12 months		Once every 12 months		Once every 12 months	
	\$10 copay	Up to \$45 reimbursed	\$10 copay	Up to \$45 reimbursed	\$10 copay	Up to \$50 reimbursed	\$10 copay	Up to \$45 reimbursed
Lenses: Standard	Once every 12 months		Once every 12 months		Once every 12 months		Once every 12 months	
Single Vision	\$25 copay	Up to \$30 reimbursed	\$25 copay	Up to \$30 reimbursed	\$25 copay	Up to 85% of \$150 allowance minus copay	\$25 copay	Up to \$30 reimbursed
Bifocal	\$25 copay	Up to \$50 reimbursed	\$25 copay	Up to \$50 reimbursed	\$25 copay		\$25 copay	Up to \$50 reimbursed
Trifocal	\$25 copay	Up to \$65 reimbursed	\$25 copay	Up to \$65 reimbursed	\$25 copay		\$25 copay	Up to \$65 reimbursed
Frame	Once every 24 months		Once every 24 months		Once every 12 months		Once every 24 months	
	\$130 retail allowance + 20% off balance	Up to \$70 reimbursed	\$130 retail allowance + 20% off balance	Up to \$70 reimbursed	\$150 retail allowance + 20% off balance	Up to 85% of \$150 allowance minus copay	\$130 retail allowance + 20% off balance	Up to \$70 reimbursed
Contacts (in lieu of glasses)	Once every 12 months		Once every 12 months		Once every 12 months		Once every 12 months	
Fitting and Evaluation	Max \$60 copay + 15% off balance	N/A	\$40 for standard, 10% off retail for premium	N/A	\$25 copay	Up to \$48 reimbursed	Standard: \$20 copay	Up to \$20 reimbursed
Elective Contact Lenses	\$130 retail allowance	Up to \$105 reimbursed	\$130 allowance, 15% off balance	Up to \$105 reimbursed	\$25 copay, \$150 allowance, 10% off balance	Up to 85% of \$150 allowance minus copay	\$130 retail allowance, 15% off balance	Up to \$105 reimbursed
Medically Necessary	\$25 copay; paid in full	Up to \$210 reimbursed	Paid in full	Up to \$210 reimbursed	\$25 copay; \$150 allowance	Up to 85% of \$150 allowance minus copay	Paid in full	Up to \$210 reimbursed
Laser Vision Correction	15% off retail price or 5% off promotional price	N/A	15% off retail price or 5% off promotional price	N/A	50% discount with QualSight & TLC	N/A	Discounts Apply	N/A
Participation	500 enrolled		10 enrollees		Current Participation		10 enrolled	
Rate Guarantee	4 years - until 12/31/2023		4 years - until 12/31/2027		4 years - until 12/31/2027		4 years - until 12/31/2027	
Vision Rates	Current Rates		Proposed Rates		Proposed Rates		Proposed Rates	
Employee Only 399	\$5.00		\$5.31		\$4.66		\$4.12	
Employee + 1 188	\$9.66		\$10.25		\$9.00		\$7.96	
Employee + 2 or more 236	\$14.30		\$15.18		\$13.33		\$11.79	
Monthly Total 823	\$7,185.88		\$7,628.17		\$6,697.22		\$5,922.80	
Annual Total	\$86,230.56		\$91,538.04		\$80,366.64		\$71,073.60	
Difference in Premium	\$0.00		\$5,307.48		(\$5,863.92)		(\$15,156.96)	
% Difference	0.0%		6.15%		-6.80%		-17.58%	

Notes

40% off additional pair of glasses
\$0.50 PEPM off medical (\$5,500)

\$6,000 Implementation Credit
20% off additional paid of glasses
60% Hearing discounts through TruHearing

\$1,500 Implementation Credit
EyeEssential Discount Plan
Up to 60% off hearing aids with NationsHearing

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City of Abilene
Group Life Marketing Analysis
Effective Date: 1/1/2024

Current				
Benefits	Ochs	Ochs	BCBS	Standard
Employee Life Amount	\$25,000	\$25,000	\$25,000	\$25,000 / \$1,000 all others
Employee AD&D Amount	\$25,000	\$25,000	\$25,000	\$25,000 / \$1,000 all others
Guarantee Issue Amount	\$25,000	\$25,000	\$25,000	\$25,000 / \$1,000 all others
Maximum Amount	\$25,000	\$25,000	\$25,000	\$25,000 / \$1,000 all others
Conversion Privilege	Included	Included	Included	Included
Accelerated Benefit	100%	100%	75%	80%
Portability	Included	Included	Included	Included
Waiver of Premium	Included	Included	Included	Included
Age Reduction Formula	35% at age 70 50% at age 75	35% at age 70 50% at age 75	35% at age 70 50% at age 75	35% at age 70 50% at age 75
Rate Guarantee	5 Years - Until 12/31/2024	3 Years - Until 12/31/2026	3 Years - Until 12/31/2026	3 Years - Until 12/31/2026
Covered Volume (includes Retirees)	\$21,185,000	\$21,185,000	\$21,185,000	\$21,491,350
Life Rates (Per \$1,000)	\$0.050	\$0.050	\$0.106	\$0.020
AD&D Rate (Per \$1,000)	\$0.020	\$0.020	\$0.020	\$0.010
Monthly Total	\$1,482.95	\$1,482.95	\$2,669.31	\$644.74
Annual Total	\$17,795.40	\$17,795.40	\$32,031.72	\$7,736.89
Difference in Premium	-	\$0.00	\$14,236.32	-\$10,058.51
% Difference	-	0.00%	80.00%	-56.52%

\$4,500 Implementation Credit

Life/DI: \$1.00 PEPM

Requires all Individuals to have coverage
3% credit for 2 lines sold
\$10,000 Implementation Credit

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City of Abilene
Voluntary Life Marketing Analysis
Effective Date: 1/1/2024

Current

Benefits	Ochs	Ochs	BCBS	Standard
Employee Benefit	\$10,000 Increments	\$10,000 Increments	\$10,000 Increments	\$10,000 Increments
Employee Voluntary AD&D	\$10,000 increments, no age reduction	\$10,000 increments, no age reduction	\$10,000 increments, own reduction schedule	\$10,000 increments, no age reduction
Maximum Benefit	\$500,000	\$750,000	\$750,000	\$750,000
Guarantee Issue Amount	\$250,000	\$300,000	\$300,000	\$350,000
Conversion	Included	Included	Included	Included
Portability	Included	Included	Included	Included
Accelerated Death Benefit	100% to \$500,000	80% to \$1,000,000	75% to \$250,000	80% to \$500,000
Waiver of Premium	Included	Included	Included	Included
Age Reduction Formula	None	None	None	None
Participation Requirement	None	None	51%	20%
Rate Guarantee	5 Years- until 12/31/2024	3 Years- until 12/31/2026	3 Years- until 12/31/2026	3 Years- until 12/31/2026
True Open Enrollment		Yes	No - \$50,000 one time	Yes
Agree to Grandfather		n/a	Yes	Yes
Voluntary EE AD&D Rate (Per \$1,000)	\$0.035	\$0.035	\$0.035	\$0.035
<24	\$0.040	\$0.040	\$0.042	\$0.040
25-29	\$0.040	\$0.040	\$0.042	\$0.040
30-34	\$0.040	\$0.040	\$0.042	\$0.040
35-39	\$0.080	\$0.080	\$0.084	\$0.080
40-44	\$0.100	\$0.100	\$0.105	\$0.100
45-49	\$0.150	\$0.150	\$0.158	\$0.150
50-54	\$0.230	\$0.230	\$0.242	\$0.230
55-59	\$0.430	\$0.430	\$0.452	\$0.430
60-64	\$0.660	\$0.660	\$0.693	\$0.660
65-69	\$1.270	\$1.270	\$1.334	\$1.270
70-74	\$2.060	\$2.060	\$2.163	\$2.060
75+	\$2.060	\$2.060	\$2.163	\$2.060

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City of Abilene
Dependent Voluntary Life Marketing Analysis
Effective Date: 1/1/2024

Current

Benefits	Ochs	Ochs	BCBS	Standard
Spouse Benefit	\$5,000 Increments	\$5,000 Increments	\$5,000 Increments	\$5,000 Increments
Spouse Maximum	100% of employee amount to a max of \$250,000	100% of employee amount to a max of \$250,000	100% of employee amount to a max of \$250,000	100% of employee amount to a max of \$250,000
Spouse Guarantee Issue	\$50,000	\$50,000	\$50,000	\$50,000
Child Benefit	\$10,000, \$15,000, \$20,000	\$10,000, \$15,000, \$20,000	\$10,000, \$15,000, \$20,000 (6 months+)	\$10,000, \$15,000, \$20,000
Child Maximum	\$20,000	\$20,000	\$20,000	\$20,000
Child Guaranteed Issue	\$20,000	\$20,000	\$20,000	\$20,000
Age Reduction Formula	None	None	None	None
Rate Guarantee	5 Years- until 12/31/2024	3 Years- until 12/31/2026	3 Years- until 12/31/2026	3 Years- until 12/31/2026
Agree to Grandfather		n/a	Yes	Yes
True Open Enrollment		No	None	Yes
Child Life Rate (per \$1,000)	\$0.130	\$0.130	\$0.130	\$0.130
Fam AD&D Rate (per \$1,000)	\$0.060	\$0.060	\$0.060	\$0.060
<24	\$0.040	\$0.040	\$0.042	\$0.040
25-29	\$0.040	\$0.040	\$0.042	\$0.040
30-34	\$0.040	\$0.040	\$0.042	\$0.040
35-39	\$0.080	\$0.080	\$0.084	\$0.080
40-44	\$0.100	\$0.100	\$0.105	\$0.100
45-49	\$0.150	\$0.150	\$0.158	\$0.150
50-54	\$0.230	\$0.230	\$0.242	\$0.230
55-59	\$0.430	\$0.430	\$0.452	\$0.430
60-64	\$0.660	\$0.660	\$0.693	\$0.660
65-69	\$1.270	\$1.270	\$1.334	\$1.270
70-74	\$2.060	\$2.060	\$2.163	\$2.060
75+	\$2.060	\$2.060	\$2.163	\$2.060

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City of Abilene
Directors Long Term Disability
Marketing Analysis
Effective Date: 1/1/2024

Current

Benefits	Unum	BCBS	Ochs/Securian	Standard
Benefit Percentage	60%	60%	60%	60%
Maximum Monthly Benefit	\$12,000	\$12,000	\$12,000	\$12,000
Elimination Period	90 days	90 days	90 days	90 days
Definition of Disability	Own Occupation	Loss of Duties & Earnings	Loss of Duties & Earnings	Own Occupation
Own Occupation Period	End of Benefit Period	End of Benefit Period	End of Benefit Period	End of Benefit Period
Survivor Benefit	3 months	3 months	3 months	3 months
Mental Illness/Substance Abuse	24 months	24 months	24 months	24 months / 0 SA
Self Reported Symptoms	24 months	24 months	24 months	24 months
Pre-existing Conditions	3/12	3/12	3/12	3/12
Duration	SSNRA w/ RBD	SSNRA	SSNRA	SSNRA
Return to Work Benefit	Included	12 months	12 months	12 months
FICA Match	Included	Included	Included	Included
Rate Guarantee	2 years	3 years	3 years	3 years
Covered Volume	\$234,764	\$234,764	\$234,764	\$234,764
LTD Rates (Per \$100)	\$0.450	\$0.506	\$0.360	\$0.280
Monthly Total	\$1,056.44	\$1,187.91	\$845.15	\$657.34
Annual	\$12,677.26	\$14,254.87	\$10,141.80	\$7,888.07
% over Current	--	12.44%	-20.00%	-37.78%
\$ Over Current	-	\$1,577.61	-\$2,535.45	-\$4,789.19

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City of Abilene
Voluntary Short-Term Disability
Marketing Analysis
Effective Date: 1/1/2024

Benefits	BCBS	Ochs/Securian	Standard
Basic Benefit	60%	60%	60%
Weekly Maximum	\$750	\$750	\$750
Elimination Period	14/14	14/14	14/14
Definition of Disability	Loss of Duties & Earnings	Loss of Duties & Earnings	Own Occupation
Duration	11 weeks	11 weeks	90 days
Pre-Existing Conditions	12/12	3/12	None
Rate Guarantee	3 years	3 years	3 years
Participation	25%	25%	25%
STD Rates (Per \$10)	Proposed	Proposed	Proposed
<24	\$0.249	\$0.420	\$0.322
25-29	\$0.259	\$0.410	\$0.322
30-34	\$0.242	\$0.360	\$0.351
35-39	\$0.230	\$0.320	\$0.261
40-44	\$0.244	\$0.370	\$0.234
45-49	\$0.262	\$0.400	\$0.279
50-54	\$0.325	\$0.510	\$0.325
55-59	\$0.433	\$0.690	\$0.448
60-64	\$0.545	\$0.870	\$0.547
65-69	\$0.557	\$1.060	\$0.547
70-74	\$0.630	\$1.060	\$0.547
75+	\$0.630	\$1.060	\$0.547

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City of Abilene
Voluntary Long Term Disability
Marketing Analysis
Effective Date: 1/1/2024

Benefits	BCBS	Ochs/Securian	Standard
Benefit Percentage	60%	60%	60%
Maximum Monthly Benefit	\$5,000	\$5,000	\$5,000
Elimination Period	90 Days	90 Days	90 Days
Own Occupation Period	24 Months Own Occupation	24 Months Own Occupation	24 Months Own Occupation
Definition of Disability	Loss of Duties & Earnings	Loss of Duties & Earnings	Own Occupation
Survivor Benefit	3 Months	3 Months	3 Months
Mental Illness / Substance Abuse	24 Months	24 Months	24 Months / 0 SA
Self Reported Symptoms	24 months	24 Months	24 Months
Pre-existing Conditions	3/12	3/12	3/12
Work Incentive	12 months	12 months	12 months
Duration	SSNRA	SSNRA	SSNRA
Rate Guarantee	3 Years- until 12/31/2026	3 Years- until 12/31/2026	3 Years- until 12/31/2026
Participation	25%	25%	25%
LTD Rates (Per \$100 payroll)	Proposed Rates	Proposed Rates	Proposed Rates
< 20	\$0.117	\$0.180	\$0.100
20-24	\$0.118	\$0.180	\$0.100
25-29	\$0.178	\$0.190	\$0.140
30-34	\$0.302	\$0.230	\$0.226
35-39	\$0.447	\$0.340	\$0.421
40-44	\$0.731	\$0.440	\$0.597
45-49	\$1.126	\$0.540	\$0.690
50-54	\$1.462	\$0.700	\$0.690
55-59	\$1.755	\$0.740	\$0.773
60-64	\$1.323	\$0.820	\$0.880
65-69	\$1.833	\$0.670	\$0.896
70-74	\$1.346	\$0.670	\$1.018
75-79	\$1.156	\$0.670	\$1.018
80+	\$1.319	\$0.670	\$1.018

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City of Abilene
Accident Marketing Analysis
Effective Date: 1/1/2024

Current

	Unum	BCBS	Ochs/Securian	Standard
Plan Description	Group Product-Accident	Group Product-Accident	Group-Accident	Group Product-Accident
Underwriting Guidelines	Guarantee Issue - No Health Questions	Guarantee Issue - No Health Questions	Guarantee Issue - No Health Questions	Guarantee Issue - No Health Questions
Coverage	On/Off the job	On/Off the job	On/Off the job	On/Off the job
Sample Benefits				
General Accident Medical Expense	ER Room Treatment: \$150 Physical Therapy: \$25 Prosthesis: 1: \$750, 2: \$1,500	ER Room Treatment: \$150 Physical Therapy: \$35 (limit 10) Prosthesis: 1: \$750, 2: \$1,500	ER Room Treatment: \$250 Physical Therapy: \$250 lump sum Prosthesis: 1: \$750, 2: \$1,500	ER Treatment: \$200 Physical Therapy: \$50 (4 max) Prosthesis: 1: \$1,000 2: \$2,000
Accidental Death	EE: \$50,000 Spouse: \$20,000 CH: \$10,000	EE: \$40,000 Spouse: \$40,000 CH: \$12,500	n/a	EE: \$100,000 Spouse: \$50,000 CH: \$25,000
Ambulance - Ground	\$400	\$200	\$400	\$600
Blood/Plasma	\$400	\$200	\$400	\$600
Initial Hospitalization Benefit	\$1,000	\$1,200	\$1,000	\$1,500
Hospital Confinement Daily Benefit	\$200 per day	\$250 per day (up to 365)	\$200 per day (365 days)	\$400 per day (365 days)
Fractures	\$75-\$7,500 depending on location, open or closed	\$250-\$5,000 depending on location, open or closed	Up to \$9,000 depending on location and whether fracture is open/closed	\$200-\$10,500 depending on location and whether fracture is open/closed
Wellness Screening	N/A	\$50	\$50	\$50
Participation Requirement	-	10 enrolled	None	10 Lives
Portable	Yes	Yes	Yes	Yes
Rate Guarantee	-	3 Years	3 Years	3 Years
Rates	Monthly	Monthly	Monthly	Monthly
Employee Only	\$16.29	\$8.97	\$5.49	\$8.00
Employee + Spouse	\$26.34	\$14.87	\$8.90	\$12.51
Employee + Child(ren)	\$30.42	\$17.26	\$10.19	\$15.10
Employee + Family	\$40.47	\$27.08	\$14.73	\$23.65

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City of Abilene
Critical Illness Marketing Analysis
Effective Date: 1/1/2024

Current				
Benefits	Unum	BCBS	Ochs/Securian	Standard
Underwriting Guidelines	Guaranteed Issue: EE: \$20,000 SP: \$10,000 Child: All GI	Guaranteed Issue: EE: \$20,000 SP: \$10,000 Child: \$10,000	Guaranteed Issue: EE: \$30,000 SP: \$15,000 Child: \$15,000	Guaranteed Issue: EE: \$30,000 SP: \$30,000 Child: Full Amount
Pre-Existing Conditions	None	None	None	None
Recurrence	Included (Specified Conditions)	100% / 12 months	100% / 6 months	100% / 6 months
Benefit Amount	EE: \$5,000 to \$50,000 Sp: \$5,000 to \$30,000 Ch: 25% of EE	EE: \$5,000 to \$50,000 Sp: \$5,000 to \$30,000 Ch: \$1,250 to \$12,500	EE: \$5,000 to \$30,000 Sp: 50% of EE Ch: 50% of EE	EE: \$5,000 to \$30,000 Sp: \$5,000 to \$30,000 Ch: 50% of EE (no charge)
Heart Attack	100% of selected benefit	100% of selected benefit	100% of selected benefit	100% of selected benefit
Stroke	100% of selected benefit	100% of selected benefit	100% of selected benefit	100% of selected benefit
Major Organ Transplant	100% of selected benefit	100% of selected benefit	100% of selected benefit	100% of selected benefit
End-stage renal (kidney) failure	100% of selected benefit	100% of selected benefit	100% of selected benefit	100% of selected benefit
Coronary Artery Bypass Surgery (Coronary Artery Disease)	25% of selected benefit	25% of selected benefit	25% of selected benefit	25% of selected benefit
Cancer (Invasive)	100% of selected benefit	100% of selected benefit	100% of selected benefit	100% of selected benefit
Health Screening Benefit	\$100 per year	\$100 per year	\$75 per year	\$100 per year
Benefit Reduction	50% at age 70	50% at age 70	None	None
Participation Requirement	-	15%	None	10 lives
Rate Guarantee	-	3 Years	3 Years	3 Years
Employee Rates- \$10K Benefit				
30 Yr Old Non-Smoker	\$12.80	\$4.08	\$3.62	\$3.90
40 Yr Old Non-Smoker	\$22.30	\$7.96	\$5.22	\$6.80
50 Yr Old Non-Smoker	\$39.10	\$16.91	\$9.10	\$13.40
Employee Rates- \$20K Benefit				
30 Yr Old Non-Smoker	\$22.40	\$8.16	\$5.44	\$7.80
40 Yr Old Non-Smoker	\$41.40	\$15.92	\$8.65	\$13.60
50 Yr Old Non-Smoker	\$75.00	\$33.82	\$16.41	\$26.80

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City of Abilene ASO Bid List

Effective 1/1/2024

Medical Administration Carrier	AM Best	Comments
Aetna	A	No Quote
BCBS/Prime	A	Quoted
Cigna	A	No Quote
TML	NR	No Quote
UHC	A	No Quote
Pharmacy Benefit Manager	AM Best	Comments
Carelon	NR	Quoted
Company Works	NR	No Quote
Elixir	NR	Quoted
IX Solutions	NR	No Quote
PreformRx	NR	No Quote
Selerix	NR	No Quote
Southern Scripts	NR	No Quote
Vivid Clear Rx	NR	No Quote
Welldyne	NR	No Quote

City of Abilene
January 1, 2024
Administration Proposals

	Current	Renewal w/ Prime	Renewal w/ Prime & Payer Matrix	BCBS w/ Carelon	BCBS w/ Elixir
Third Party Administrator Network	BCBS BlueChoice	BCBS BlueChoice	BCBS BlueChoice	BCBS BlueChoice	BCBS BlueChoice
Medical Administration-944	\$42.93	\$43.15	\$43.15	\$43.15	\$43.15
Rx Rebate Offset	-\$55.03	-\$84.78	-\$57.45	\$0.00	\$0.00
Network Access Fee	Included	Included	Included	Included	Included
Medical Rebate Credit	-\$2.50	-\$2.50	-\$2.50	-\$2.50	-\$2.50
Pre-Certification	Included	Included	Included	Included	Included
Disease Management	Included	Included	Included	Included	Included
SL Interface (3rd party)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Wellbeing Management	\$4.95	\$5.05	\$5.05	\$5.05	\$5.05
Third Party PBM	\$0.00	\$0.00	\$0.00	\$0.42	\$0.42
Virtual Visits	\$0.00	\$0.52	\$0.52	\$0.52	\$0.52
PBM Carve Out One time fees	-	-	-	\$14,000.00	\$14,000.00
Total Admin Fees	-\$9.65	-\$38.56	-\$11.23	\$46.64	\$46.64
Rate Guarantee	--	1 Year (Year 2/3 3% increase)	1 Year (Year 2/3 3% increase)	1 Year (Year 2/3 3% increase)	1 Year (Year 2/3 3% increase)
Total Monthly Admin Fee	-\$9,109.60	-\$36,400.64	-\$10,601.12	\$44,028.16	\$44,028.16
Annual Admin Fee	-\$109,315.20	-\$436,807.68	-\$127,213.44	\$542,337.92	\$542,337.92
\$ Difference over current	--	-\$327,492.48	-\$17,898.24	\$651,653.12	\$651,653.12
Med Re-Pricing Total Claims	\$9,045,326.00	\$9,045,326.00	\$9,045,326.00	\$9,045,326.00	\$9,045,326.00
\$ Difference	--	\$0.00	\$0.00	\$0.00	\$0.00
% over/under current	--	0.00%	0.00%	0.00%	0.00%
Total Charges (Admin & Clms)	\$8,936,010.80	\$8,608,518.32	\$8,918,112.56	\$9,587,663.92	\$9,587,663.92
Total \$ Difference/current	--	-\$327,492.48	-\$17,898.24	\$651,653.12	\$651,653.12
Total % Difference/current	--	-3.66%	-0.20%	7.29%	7.29%
Rx Re-Pricing Total Claims (NET Rebates)	\$1,861,379.00	\$1,726,899.00	\$2,200,788.00	\$1,701,758.00	\$1,888,489.00
Dispensing Fees	\$7,353.00	\$7,353.00	\$7,353.00	\$4,289.00	\$6,978.00
Rx Admin Fee	\$5.52	\$0.00	\$1.00	\$0.00	\$0.00
Total Rx (Costs+Dispensing)	\$1,934,177.00	\$1,734,252.00	\$2,219,997.00	\$1,706,047.00	\$1,895,467.00
Payer Matrix Implementation Fee	\$0.00	\$0.00	\$30,000.00	\$0.00	\$0.00
Payer Matrix Cost Avoidance Fee 25%	\$0.00	\$0.00	\$325,564.00	\$0.00	\$0.00
Payer Matrix Savings	-	-	-\$776,405.00	\$0.00	\$0.00
Total Charges Med & Rx	\$10,870,187.80	\$10,342,770.32	\$10,717,268.56	\$11,293,710.92	\$11,483,130.92
Total \$ Difference/current	--	-\$527,417.48	-\$152,919.24	\$423,523.12	\$612,943.12
Total % Difference/current	--	-4.85%	-1.41%	3.90%	5.64%
Total Cost - Credits	\$10,850,187.80	\$10,142,770.32	\$10,517,268.56	\$11,239,934.92	\$11,479,354.92
Total % Difference/current	--	-6.52%	-3.07%	3.59%	5.80%

Allowances / Additional Items	\$20,000 wellness budget	\$50,000 credit if stop loss renewed \$200,000 Renewal Credit if Medical and Rx are renewed	\$50,000 credit if stop loss renewed \$200,000 Renewal Credit if Medical and Rx are renewed	PBM Carve Out (Fees may vary based on PBM Vendor Selected-Included in above annual cost) Reverse Eligibility: \$2,000 / Shared Accumulators: \$2,000, Rx vendor data load for medical management: \$5,000, Prime Open Fill refer Transfer Files: \$5,000	PBM Carve Out (Fees may vary based on PBM Vendor Selected-Included in above annual cost) Reverse Eligibility: \$2,000 / Shared Accumulators: \$2,000, Rx vendor data load for medical management: \$5,000, Prime Open Fill refer Transfer Files: \$5,000
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Disclaimer:
The rates and benefits shown in this proposal are for an illustrative comparison only. Please refer to the carrier's certificate of coverage or policy for a complete description of benefits, exclusions, and limitations.
In the event of a discrepancy, the carrier's contract will always govern. Rates shown are not final until final underwriting is approved by the carrier.



BlueCross BlueShield of Texas

City of Abilene	
Effective Date:	1/1/2024
Members:	1,951
Employees:	931

E - CUSTOM TRADITIONAL PRICING	
Contract Period	Traditional Select
BRAND DISCOUNTS	
Retail Network	
1/1/2024 to 12/31/2024	18.35%
1/1/2025 to 12/31/2025	18.40%
1/1/2026 to 12/31/2026	18.45%
Extended Supply Network (ESN) - 90 Day Channel	
1/1/2024 to 12/31/2024	22.40%
1/1/2025 to 12/31/2025	22.55%
1/1/2026 to 12/31/2026	22.70%
Exclusive Mail	
1/1/2024 to 12/31/2024	21.30%
1/1/2025 to 12/31/2025	21.30%
1/1/2026 to 12/31/2026	21.30%
GENERIC DISCOUNTS	
Retail and Extended Supply Network (ESN) - 30/90 Day Channels	
1/1/2024 to 12/31/2024	84.35%
1/1/2025 to 12/31/2025	84.50%
1/1/2026 to 12/31/2026	84.65%
Exclusive Mail	
1/1/2024 to 12/31/2024	84.70%
1/1/2025 to 12/31/2025	84.80%
1/1/2026 to 12/31/2026	84.90%
BRAND DISPENSING FEES	
Retail Network	
1/1/2024 to 12/31/2024	\$0.60
1/1/2025 to 12/31/2025	\$0.60
1/1/2026 to 12/31/2026	\$0.60
Extended Supply Network (ESN) - 90 Day Channel	
1/1/2024 to 12/31/2024	\$0.00
1/1/2025 to 12/31/2025	\$0.00
1/1/2026 to 12/31/2026	\$0.00
Exclusive Mail	
1/1/2024 to 12/31/2024	\$0.00
1/1/2025 to 12/31/2025	\$0.00
1/1/2026 to 12/31/2026	\$0.00
GENERIC DISPENSING FEES	
Retail Network	
1/1/2024 to 12/31/2024	\$0.60
1/1/2025 to 12/31/2025	\$0.60
1/1/2026 to 12/31/2026	\$0.60
Extended Supply Network (ESN) - 90 Day Channel	
1/1/2024 to 12/31/2024	\$0.00
1/1/2025 to 12/31/2025	\$0.00
1/1/2026 to 12/31/2026	\$0.00
Exclusive Mail	
1/1/2024 to 12/31/2024	\$0.00
1/1/2025 to 12/31/2025	\$0.00
1/1/2026 to 12/31/2026	\$0.00
AGGREGATE SPECIALTY	
Discount	
1/1/2024 to 12/31/2024	22.30%
1/1/2025 to 12/31/2025	22.30%
1/1/2026 to 12/31/2026	22.30%
Specialty Pharmacy Dispensing Fee	
1/1/2024 to 12/31/2024	\$0.00
1/1/2025 to 12/31/2025	\$0.00
1/1/2026 to 12/31/2026	\$0.00

Notes:

- Discounts are based on the actual NDC-11 dispensed on the fill date.
- Guarantees are based upon the above selected BCBS TX Network.
- Guarantees are based upon an implemented BCBS TX Extended Supply Network (90-day retail). If not implemented, Retail rates apply.
- For the purpose of reconciliation at contract year end, discount and dispensing fee guarantees are reconciled in aggregate, as long as the contract remains in effect.
- Discount and dispensing fee rates exclude compound, long term care (LTC) pharmacy, home infusion (HI) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, U.S. territory (TER) pharmacy, 340B, Medicare/Medicaid, out-of-network, member-submitted, foreign, coordination of benefits (COB), subrogation, paper, invalid, usual and customary (U&C) claims and non-specialty discount and dispensing fees also exclude specialty (as defined by the BCBS TX specialty drug pricing file) claims.
- For discount purposes, Specialty is defined by the BCBS TX specialty drug pricing file.
- Guarantees are based upon a exclusive specialty network arrangement.
- Aggregate Specialty discount guarantees do not include limited distribution drugs (LDDs) nor any new specialty drugs brought to market and added to the specialty list during the term of each contract year.
- For discount and dispensing fees, Brand drugs are defined as drugs that have a Medi-Span multisource code field equal to "M", "N", or "O".
- For discount and dispensing fees, Generic drugs are defined as drugs that have a Medi-Span multisource code field equal to "Y".
- Unexpected generic launches and products launched at risk or under patent litigation are excluded from generic guarantees.
- Guarantees are based upon Home Delivery being the exclusive mail provider and reconciliation is inclusive of all claims dispensed at mail vendor.
- Employer will be billed for retail brand and retail generic prescriptions, mail brand and mail generic prescriptions, ESN brand and ESN generic, and Specialty pharmacy claims (excluding Compound Drugs, Foreign Claims, and out-of-network claims) based on the lesser of (a) U&C or (b) PBM's adjudication rate schedule that is intended to achieve, on an aggregate annual basis, the AWP discounts and Dispensing Fees shown above (the "Employer's Contract Rates").
- Employer acknowledges and agrees that Employer's Contract Rates may vary based on market influences and as necessary to achieve the AWP discounts and Dispensing Fees shown above, on an aggregate contract year basis.
- Employer will be billed for Compound Drug claims based on the applicable discounted rate in the Network Contract.
- Compound Claims, Foreign Claims, reversed claims, and out-of-network claims are excluded from the calculation of whether the AWP discounts and Dispensing Fees shown above have been achieved and also are excluded from the calculation of any shortfall credit for Employer.



BlueCross BlueShield of Texas

City of Abilene	
Effective Date:	1/1/2024
Members:	1,951
Employees:	931

E - CUSTOM TRADITIONAL PRICING	
Contract Period	Balanced
REBATES PER BRAND	
Retail Network	
1/1/2024 to 12/31/2024	\$318.42
1/1/2025 to 12/31/2025	\$341.50
1/1/2026 to 12/31/2026	\$368.65
Extended Supply Network (ESN) - 90 Day Channel	
1/1/2024 to 12/31/2024	\$857.64
1/1/2025 to 12/31/2025	\$912.51
1/1/2026 to 12/31/2026	\$964.82
Exclusive Mail	
1/1/2024 to 12/31/2024	\$924.72
1/1/2025 to 12/31/2025	\$951.18
1/1/2026 to 12/31/2026	\$981.69
Specialty	
1/1/2024 to 12/31/2024	\$3,101.21
1/1/2025 to 12/31/2025	\$3,631.90
1/1/2026 to 12/31/2026	\$3,979.56
REBATES PER EMPLOYEE PER MONTH	
1/1/2024 to 12/31/2024	\$84.78
1/1/2025 to 12/31/2025	\$92.10
1/1/2026 to 12/31/2026	\$101.16

Notes:

- For rebate purposes, Specialty is defined by the BCBS TX specialty drug pricing file.
- For the purpose of reconciliation at contract year end, all rebate guarantees are reconciled in aggregate as long as the contract remains in effect.
- Compound, long term care (LTC) pharmacy, home infusion (HI) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, U.S. territory (TER) pharmacy, 340b, Medicare/Medicaid, out of network, member-submitted, foreign, coordination of benefits (COB), subrogation, paper, invalid, vaccine, over-the-counter (OTC), zero balance due (100% member paid), biosimilar, and limited distribution drug (LDD) claims are excluded from rebate guarantees.
- For rebate purposes, Brand drugs are defined as all drugs that have a Medi-Span multisource code field equal to "M", "N", or "O".
- Rebates will be trued up annually to the greater of the PEPM rebate credits, per brand Rx rebate guarantees, and actual rebates.



BlueCross BlueShield of Texas

City of Abilene	
Effective Date:	1/1/2024
Members:	1,951
Employees:	931

E - CUSTOM TRADITIONAL PRICING	
ADMINISTRATIVE FEE	
Contract Period	Per Employee Per Month
1/1/2024 to 12/31/2024	\$0.00
1/1/2025 to 12/31/2025	\$0.00
1/1/2026 to 12/31/2026	\$0.00

Notes:

- Administrative Fees will be charged at the above rate on a per employee per month basis.

Additional Caveats:

- Guarantees are based on adoption and adherence of an above BCBS TX drug list, including associated utilization management and clinical programs. BCBS TX reserves the right to equitably adjust guarantees for the following: changes in any law or regulation, changes in interpretation of a law or regulation, changes within PBM marketplace which lead to a significant deviation from the current economic environment, unexpected market events, unexpected generic launches, authorized generic launches, biosimilar launches, products launched at risk, products under patent litigation, new lower cost NDCs priced net of rebates from the innovator, products with AWP decreases, implementation of new clinical programs, removal of existing clinical programs, changes in pharmacy benefit plan design, specialty drug pricing file, limited distribution list, or drug list changes.
- Members will pay the lower of the contracted rate, U&C, or their applicable copayment.
- Assumes client does not have 340B pricing.
- Guarantees provided do not include savings from DUR or other clinical programs.
- Specialty drugs dispensed through the medical benefit will not be included in reconciliation of guarantees.
- Guarantees assume 25% ESN penetration, if that differs significantly, BCBS TX reserves the right to revise guarantees terms and financials.
- Guarantees assume 1% Mail penetration, if that differs significantly, BCBS TX reserves the right to revise guarantees terms and financials.
- BCBS TX reserves the right to equitably adjust guarantees in the event that membership in high deductible health plans (HDHP) increases such that HDHP membership represents greater than 10% of total membership over the course of the contract.
- BCBS TX reserves the right to equitably adjust the guarantees in the event the number of covered members or pharmacy claims volume materially changes over the course of the contract.
- Products with government mandated reimbursement, emergency use protocols, or related to Covid-19 (e.g testing, vaccines, and treatments) are excluded from guarantee reconciliation.
- BCBS TX offer is based on a minimum of three-year contract term. Guarantees will not be reconciled for partial policy periods resulting from an early termination.
- The guarantee terms in this agreement are based upon the minimum enrollment and benefit design including but not limited to the network and drug list options as noted, as well as other information provided by employer to BCBS TX during the proposal process. If employer falls below the minimum enrollment, makes any changes to its plans or other changes occur, that constitute a material departure from BCBS TX underwriting assumptions based on information provided by sponsor, the parties agree to modify the terms of this agreement as of the effective date of such event/change to return BCBS TX to its relative economic position prior to such event/change.
- Starting the third quarter of the second contract year, and each contract year thereafter, employer may conduct a market check. If employer reasonably believes its current guarantees are not competitive in the market, employer will advise claim administrator of its intent to conduct a market check. Employer will retain a nationally recognized pharmacy benefits consultant to conduct the market check under confidentiality agreement. The consultant will provide an analysis of the guarantee terms that employer could obtain in the market immediately following contract year.
- The market check report will include the guarantee terms by dispensing channel and service, that a plan similar to employer in the following respects could reasonably obtain within 60 days of the request: size (employers of a similar member count and managed drug spend), similar mail penetration, generic dispensing rates, specialty program, drug mix, and formulary content and design, and size, composition, and geography of retail network. If the market check report has sufficient documentation to support that employer would realize at least three percent (3%) annual savings in the Net Plan Cost, claim administrator will have 30 days to respond to the market check report.
- "Net Plan Cost" means the sum of all amounts paid or other services provided under this agreement, less rebate amounts, financial guarantees amount, \$0 implementation allowances and any other amounts paid or payable to employer that reasonably service to reduce costs. If claim administrator agrees to the market check report savings projections, claim administrator may provide revised guarantees that meet or exceed savings identified in the market check report and the parties will enter into an appropriate amendment reflecting the agreed revised terms, to be effective the first month of the following contract year. The parties may enter into an appropriate amendment reflecting such revised terms.
- Members' cost share is the applicable copayment, deductible, and/or coinsurance, which coinsurance is calculated based on Employer's Contracted Rates or the applicable out-of-network pricing. Zero balance logic is not employed.
- Employer Payments to Claim Administrator for Covered Services provided by Network Participants are calculated based on the pricing terms set forth in this Addendum which shall remain in effect for the term of this Addendum to the extent described in the Administrative Services Agreement. Such pricing may or may not equal the amounts actually paid to the Network Participants or received from drug manufacturers (e.g., rebates), or the amounts paid or received between Claim Administrator and the PBM. As a result, the PBM or Claim Administrator may realize positive margin on prescriptions filled at retail, mail order, ESN or specialty pharmacies or prescription drug rebates. Employer acknowledges that it has negotiated for the specific traditional pricing terms set forth in this Addendum, and that it and its group health plan have no right to, or legal interest in, any portion of any positive margin retained by Claim Administrator or PBM and consents to Claim Administrator's and PBM's retention of all such amounts.
- Employer will be billed for Foreign Claims in an amount based on the amount billed by the pharmacy.
- Employer will be billed for out-of-network claims based on the pricing set forth in the Administrative Services Agreement and/or PBM Exhibit, as applicable.
- Guarantees will be calculated as described in this Addendum and the PBM Exhibit to the Administrative Services Agreement.
- Unless otherwise specified in this Addendum, capitalized terms used in this Addendum shall have the meanings set forth in the Administrative Services Agreement or the PBM Exhibit, as applicable.
- Rx offer is contingent on BCBS TX being the medical benefits administrator.
- Offer includes \$20,000 HonestRx annual Audit Fee (\$60,000 LOD)
- Offer includes one time \$25,000 HonestRx Procurement Fee
- Offer includes ongoing HonestRx \$4 PMPM (Estimated \$281,000 LOD)
- Should Employer terminate prior to the end of the 12/31/2026 contract period, Employer must return the full amount of the credits to BCBS TX at termination.

Signature of Authorized Purchaser

Print Name

Title

Date

Administrative Services Only (ASO) for Medical and Pharmacy Benefit and Voluntary Benefit Plans



Administrative Services Only (ASO) for Medical and Pharmacy Benefits

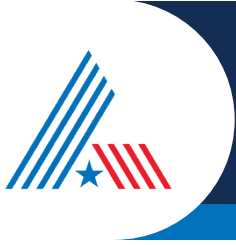




Selection Process

- Notices were published for RFP #CB-2330 on January 29, 2023 with proposals due on March 1, 2023.
- One (1) company responded to the RFP
- The rating criteria consisted of the following:
 - Scope of services and integration of plan functions (20%)
 - Overall health population management and wellness (10%)
 - Cost of services and network discounts (40%)
 - Clinic Integration and wellness initiatives (5%)
 - Capability & capacity to perform the services (5%)
 - References and experience with Similar Clients (20%)





Recommendation – Blue Cross Blue Shield

Recommendation

One-Year Service Contract effective 1/1/2024

With Optional Renewals for Years Two and Three with a 3% Increase



Voluntary Benefits - Dental, Vision, Basic Life/AD&D, Voluntary Life/AD&D, Director LTD, Voluntary STD, Voluntary LTD, Accident and Critical Illness



RFP Background

- Notices were published for RFP #CB-2334 on February 26, 2023 with proposals due on April 7, 2023.
- Seventeen (17) companies responded to the RFP
- The rating criteria consisted of the following:
 - Scope of services and integration of plan functions (15%)
 - Cost of services and ability to duplicate current plan designs (40%)
 - Dedicated support and account management team (15%)
 - Capability & capacity to perform the services for the project (15%)
 - References and experience with Similar Client (15%)



Voluntary Benefits - Dental





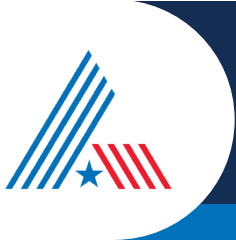
Recommendation – Blue Cross Blue Shield

Recommendation
Three-Year Service Price Agreement effective 1/1/2024



Voluntary Benefits - Vision





Recommendation – Community Eye Care (CEC)

Recommendation
Three-Year Service Price Agreement effective 1/1/2024



Voluntary Benefits





Recommendation – Standard Insurance Company

Recommendation

Three-Year Service Price Agreement effective 1/1/2024





**City Council
Agenda Memo**

City Council Meeting Date: 7/13/2023

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Take Action to purchase Three (3) Front Loader Refuse Trucks to Replace Existing Units for Solid Waste Services, Purchased Through BuyBoard Cooperative Contract # 601-19 from Chastang Enterprises (Don Green)

GENERAL INFORMATION

Fleet Services seeks the approval to purchase three (3) 2025 Autocar ACX64 Cab and Chassis with Heil Half Pack front load refuse bodies to replace three existing units that have met the end of their useful life for Solid Waste Services through BuyBoard Cooperative Contract # 601-19 from Chastang Enterprises.

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 \$1,258,690.00. The funds for this purchase were planned and included in the FY23 Budget. This is \$118,690.00 over budget due to increased manufacturing costs related to raw materials.

STAFF RECOMMENDATION

Fleet Services recommend the purchase of the three (3) 2025 Autocar/Heil Front Load Refuse

trucks for Solid Waste Services from Chastang Enterprises. The specifications for these units have been reviewed and approved by the receiving department.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CO-OP Front Loaders Resolution
2. CO-OP FY23 Front loader Pricing Worksheet
3. Co-Op Front Loader Addtl Info
4. Co-Op Front Loaders Budget vs Actual
5. CO-OP Front Loader Refuse Truck Presentation PiP

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO PURCHASE THREE FRONT LOADER REFUSE TRUCKS FOR SOLID WASTE FROM CHASTANG
ENTERPRISES, INC - HOUSTON THROUGH
BUYBOARD COOPERATIVE CONTRACT 601-19**

WHEREAS, City of Abilene's Solid Waste Division has a need for three Front Loader Refuse Trucks; and

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

WHEREAS, City of Abilene received pricing to purchase three Front Loader Refuse Trucks through BuyBoard Co-Op Contract 601-19 for the chassis and body; and

WHEREAS, Each unit is to be a 2025 Autocar ACX64 chassis with a Heil Half Pack Front Load Refuse body; and

WHEREAS, Chastang Enterprises, INC- Houston is the BuyBoard approved vendor for the cab and chassis and is using BuyBoard vendor Heil of Texas to supply the refuse body and system components.

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 Chastang Enterprises, INC- Houston in the amount of One Million Two Hundred Fifty Eight Thousand Six Hundred Ninety Dollars and No Cents (\$1,258,690.00) for three complete Front Loader Refuse Trucks.

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

ADOPTED this 13th day July, 2023

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



Chastang Enterprises, Inc.
P.O.Box 21127
Houston, TX 77226-1127
713.678.5000

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE
--

CUSTOMER:	City of Abilene	QUOTE DATE:	6/15/2023
CONTACT	Cassandra Lambert	QUOTED BY:	John Chastang
PHONE:	325-437-4525	PHONE:	Office: 713-678-5042 Cell: 281-460-7518
EMAIL:	Cassandra.Lambert@abilenetx.gov	EMAIL:	jnchastang@chastangford.com

ITEM DESCRIPTION:	2025 Autocar ACX64 with Heil Front Load Refuse Body						
CONTRACT:	BuyBoard	PROPOSAL NO.	601-19	ITEM NO.	3	ITEM PRICE:	51782

CHASSIS EQUIPMENT

STANDARD EQUIPMENT	STANDARD EQUIPMENT
12 Month Chassis Warranty	Technician Training
Tilt/Telescope steering column; Integral Heat & A/C w/ defrost	Service Manuals, Electrical & Air Schematics
5 Min. Engine idle shutdown	Autocar Solutions 24/7 Tech Support

PUBLISHED OPTIONS	PUBLISHED OPTIONS
Front engine PTO adapter	22,000 # front suspension with auxiliary load cushions
Two Stage Air Cleaner	High back air ride driver's seat
Allison 4500 Series Transmission	200 apm alternator
Pre-Engineered Chassis Layout	4 Wheel axle lock
Double Frame	RH Vertical Exhaust
Cummins X12 350HP Diesel	Synthetic Rear Axle Lube
46,000 Rear Axle	Overhang over 56"
Black heated remote mirrors	Integrated Body Control Compartment
Trans Auto Neutral	5 Year Transmission Warranty
Steel front tow cable ,	5 Year Cummins Warranty
8" Upper & lower convex mirrors	5 Year aftertreatment warranty
66,000 Gross Vehicle Weight Rating	46,000 # rear suspension
Transmission retarder	1810 Series main driveshaft
Dual evaporator A/C with radiator mounted condenser	315/80R22.5 tires front & rear
Central manifold air drain	Fuel water seperator
Advanced diagnostic dash display w/ schematics	Center console with wire basket storage container
Front cab guard	Keyed alike to fleet
Engine block heater	See attachments for complete details on chassis and body
	CHASSIS OPTIONS
	172343
	CHASSIS TOTAL
	224125

BODY EQUIPMENT

BODY VENDOR:	Heil of Texas	PROPOSAL NO.		ITEM NO.		ITEM PRICE:	195305
BODY MFG:	Heil Environmental	MODEL:	Half Pack	TYPE:	Front load	CAPACITY:	40 yd

OPTIONAL EQUIPMENT	COST	OPTIONAL DISCOUNT INCLUDED	COST
		Early pay discount of \$8000.00 per truck for	
		paying approximately 90% the chassis when it is delivered to	
		to body company is included in this pricing. Pay balance	
		after final delivery with body.	
		BODY OPTIONS	0
		BODY TOTAL	0

Submit Approved Quote to BuyBoard:
Fax: 800-211-5454 Email: info@buyboard.com

ESTIMATED DELIVERY	Currently 20-24 months
--------------------	------------------------

UNIT PRICE	419430
QUANTITY	3
CONTRACT FEE (Per PO))	400
TOTAL PURCHASE	\$ 1,258,690.00

**ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
FRONT LOADER REFUSE TRUCKS**

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Replacement Reasoning
4460	Solid Waste	2014	Autocar/Heil	ACXR64/Half Pack	110,777	10,936	\$291,327.67	Auction	Meets 3 of the 4 replacement criteria
4546	Solid Waste	2016	Autocar/Heil	ACXR64/Half Pack	97,840	11,064	\$275,596.81	Auction	Meets 3 of the 4 replacement criteria
4547	Solid Waste	2016	Autocar/Heil	ACXR64/Half Pack	112,743	11,207	\$266,109.93	Auction	Meets 3 of the 4 replacement criteria

BUDGET vs ACTUAL COSTS**Front Loader Refuse Trucks**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
4460	4060	Solid Waste	Front Loader	\$380,000.00	\$419,430.00	\$39,430.00	
4546	4060	Solid Waste	Front Loader	\$380,000.00	\$419,430.00	\$39,430.00	
4547	4060	Solid Waste	Front Loader	\$380,000.00	\$419,430.00	\$39,430.00	
				<u>\$1,140,000.00</u>	<u>\$1,258,290.00</u>	<u>\$118,290.00</u>	Over Budget

City Council Meeting

7/13/2023





Front Loader Refuse Trucks

- CO-OP Purchase for Three Front Loader Refuse Trucks assigned to Solid Waste.
- Three units to be replacements for 4460, 4546 and 4547.
- Units to be 2025 Autocar ACX64 with Heil Half Pack Front Load Refuse Body.
- BuyBoard Cooperative purchase to coordinate the build and delivery process.





Front Loader Refuse Trucks





**City Council
Agenda Memo**

City Council Meeting Date: 7/13/2023

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion, and Take Action to purchase Two (2) 2023 Takeuchi Mini Excavators from Kirby-Smith Machinery through BuyBoard Cooperative Contract # 687-22 for Water Distribution to Replace Existing Units (Don Green)

GENERAL INFORMATION

Fleet Services seeks the approval to purchase two (2) 2023 Takeuchi Mini Excavators to replace two existing units that have met the end of their useful life for Water Utilities through BuyBoard Cooperative Contract # 687-22 from Kirby Smith.

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 \$208,148.81. The funds for this purchase were planned and included in the FY23 Budget. This is \$5,851.19 under budget.

STAFF RECOMMENDATION

Fleet Services recommends the purchase of the two (2) 2023 Takeuchi Mini Excavators for Water Utilities through BuyBoard Cooperative Contract # 687-22 from Kirby Smith. The specifications for

these units have been reviewed and approved by the receiving department.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. CO-OP Mini Excavators Resolution
2. CO-OP FY23 Mini Excavator Pricing Worksheet 1
3. CO-OP FY 23 Mini Excavator Pricing Worksheet 2
4. Co-OP Mini Excavators Addtl Info
5. Co-Op Mini Excavators Budget vs Actual
6. CO-OP Mini Excavators Presentation PiP

RESOLUTION NO _____

**A RESOLUTION OF THE CITY OF ABILENE, TEXAS
TO PURCHASE TWO MINI EXACAVATORS FOR WATER UTILITIES FROM KIRBY-SMITH MACHINERY –
ABILENE, TX THROUGH
BUYBOARD COOPERATIVE CONTRACT 685-22**

WHEREAS, City of Abilene's Water Utilities Division has a need for two Mini Excavators; and

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

WHEREAS, City of Abilene received pricing to purchase two Mini Excavators through BuyBoard Co-Op Contract 685-22; and

WHEREAS, One unit is to be a 2023 Takeuchi TB290CR; and

WHEREAS, One unit is to be a 2023 Takeuchi TB257FRCR; and

WHEREAS, Kirby-Smith Machinery is the BuyBoard approved vendor for Mini Excavators.

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 Kirby-Smith Machinery in the amount of Two Hundred Eight Thousand One Hundred Forty Eight Dollars and Eighty One Cents (\$208,148.81) for two complete Mini Excavators.

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

ADOPTED this 13th day July, 2023

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



6/23/2023

Quote #: swhitley-1305

Andy Jordan
CITY OF ABILENE
Po Box 60
Abilene, TX 79604

Dear Andy Jordan:

We are pleased to quote the following for your consideration:

TAKEUCHI TB257FRCR 2023 model w/ 0 hours, Unit # TL23506, S/N TL23506.

The following Factory and Dealer Options are included in the package:

- **TAKEUCHI TB257FRCR 2023, CAB, RUBBER TRACKS**

The following Attachments are included:

- **WB D-lock hydraulic coupler with hose kit and 18" HD Bucket**

Additional Details:

Sales Price: **\$94,830.21**

Total Price: **\$94,830.21**

Subject to all applicable taxes. If taxes listed above, Total Price is Sales plus applicable taxes

To be purchased through BuyBoard. Contract # 685-22

We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote you this package.

Sincerely,

Shelby Whitley
Governmental Territory Manager
Kirby-Smith Machinery, Inc.
Phone: 432-333-7000
Cell: 432-241-2915
Email: swhitley@kirby-smith.com

www.kirby-smith.com | 888-861-0219

Oklahoma City * Tulsa * McAlester * Dallas * Fort Worth * Abilene * Amarillo * Lubbock
Waco * Odessa * St. Louis * Kansas City



6/23/2023

Quote #: swhitley-1304

Andy Jordan
CITY OF ABILENE
Po Box 60
Abilene, TX 79604

Dear Andy Jordan:

We are pleased to quote the following for your consideration:

TAKEUCHI TB290CR 2023 model w/ 0 hours, Unit # TL23668, S/N TL23668.

The following Factory and Dealer Options are included in the package:

- **TAKEUCHI TB290CR 2023, CAB, RUBBER TRACKS**

The following Attachments are included:

- **WB D-lock hydraulic coupler with hose kit and 18" HD Bucket**

Additional Details:

Sales Price: **\$113,318.60**

Total Price: **\$113,318.60**

Subject to all applicable taxes. If taxes listed above, Total Price is Sales plus applicable taxes

To be purchased through BuyBoard. Contract # 685-22

We believe the equipment as quoted will exceed your expectations. On behalf of Kirby-Smith Machinery, Inc., thank you for the opportunity to quote you this package.

Sincerely,

Shelby Whitley
Governmental Territory Manager
Kirby-Smith Machinery, Inc.
Phone: 432-333-7000
Cell: 432-241-2915
Email: swhitley@kirby-smith.com

www.kirby-smith.com | 888-861-0219

Oklahoma City * Tulsa * McAlester * Dallas * Fort Worth * Abilene * Amarillo * Lubbock
Waco * Odessa * St. Louis * Kansas City

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM**Mini Excavators**

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Replacement Reasoning
3457	Water Distribution	2004	John Deere	410G	-	9,014	\$96,433.33	Auction	Meets 3 of the 4 replacement criteria
3174	Water Distribution	2002	John Deere	410G	-	6,588	\$100,142.95	Auction	Meets 3 of the 4 replacement criteria

BUDGET vs ACTUAL COSTS**Mini Excavators**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
3457	8050	Water Distribution	Backhoe Loader	\$107,000.00	\$113,318.60	\$6,318.60	
3174	8050	Water Distribution	Backhoe Loader	\$107,000.00	\$94,830.21	(\$12,169.79)	
				\$214,000.00	\$208,148.81	(\$5,851.19)	Under Budget

City Council Meeting

7/13/2023





Mini Excavators

- CO-OP Purchase for Two Mini Excavators assigned to Water Utilities.
- Two units to be replacements for 3457 and 3174.
- One unit to be 2023 Takeuchi TB290CR mini excavator and one unit to be a 2023 Takeuchi TB257FRCR mini excavator.
- BuyBoard Cooperative purchase to coordinate the build and delivery process.





Mini Excavators



CITY OF
ABILENE
TEXAS



**City Council
Agenda Memo**

City Council Meeting Date: 7/13/2023

TO: Robert Hanna, City Manager

FROM: Don Green, Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Ten (10) 2024 Ford F150 Pickup Trucks Through Sheriff's Association Cooperative Contract # 22-03-1008R for Multiple City Divisions from Randall Reed Planet Ford (Don Green)

GENERAL INFORMATION

Fleet Services seeks the approval to purchase ten (10) 2023 Ford F150 pickup trucks to replace eight (8) existing units that have met the end of their useful life and two new units for previously approved new positions. The purchase is to be through The Sheriff's Association Cooperative Contract #22-03-1008R through Randal Reeds Planet Ford.

SPECIAL CONSIDERATIONS

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

Careful consideration has been taken in determining the method of this purchase. Due to the current vehicle manufacturing environment and the volatility of their order process, as well as the length of time in which the traditional bid process takes from origination to completion, there is a reasonable probability that the order banks will be closed by the time a winning bidder is identified and City Council is able to approve the purchase. The risk of losing government pricing or the inability to produce the vehicles would result in another year of not being unable to procure these much needed replacements. Currently, our local vendors do not utilize a cooperative purchasing program.

FUNDING/FISCAL IMPACT

Funds for the purchase are to be provided by the Fleet Replacement Fund and total \$358,104.00. The funds for this purchase were planned and included in the FY23 and Prior Budget years. This is \$83,896.00 under budget.

STAFF RECOMMENDATION

Fleet Services recommends the purchase of the ten (10) 2024 Ford F150 pickup trucks through the Sherrif's Association Cooperative from Randall Reed Planet Ford. The specifications for these trucks have been reviewed and approved by the receiving departments.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Co-Op Half Ton Pickups Resolution (1)
2. Co-Op FY23 Half Ton Ext Cab 4wd Pricing Worksheet
3. Co-Op FY 23 Half Ton Reg Cabs Pricing Worksheet
4. Co-Op FY 23 Half Ton Ext Cab 2wd Pricing Worksheet
5. Co-Op Half Ton Reg Cab Addtl Info
6. Co-Op Half Ton Pickups Budget vs Actual
7. Co-Op Half Ton Pickups Presentation PiP

RESOLUTION NO _____

A RESOLUTION OF THE CITY OF ABILENE, TEXAS

TO PURCHASE TEN 2023 FORD F150 HALF-TON PICKUP TRUCKS FROM RANDALL REED'S PLANET FORD, GARLAND TX THROUGH THE SHERIFF'S ASSOCIATION OF TEXAS CO-OP CONTRACT # 22-03-1008R

WHEREAS, City of Abilene has a need for ten half-ton pickup trucks; and

WHEREAS, City of Abilene budgeted this purchase for Fiscal Year 2021 and Fiscal Year 2022; and

WHEREAS, each unit is to be a 2023 Ford F150 Half Ton Pickup Truck; and

WHEREAS, City of Abilene received pricing to purchase ten half-ton pickup trucks through Sheriff's Association of Texas Co-Op Contract #22-03-1008R; and

WHEREAS, Randall Reed's Planet Ford is the Sheriff's Association approved vendor for the 2023 Ford F150 half-ton trucks.

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 Randall Reed's Planet Ford of Garland, Texas in the amount of Three Hundred Fifty-Eight Thousand One Hundred Four Dollars and Zero Cents (\$358,104.00) for ten half-ton pickup trucks.

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

ADOPTED this 13th day July, 2023

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Randall Reed's Planet Ford 635

PRODUCT PRICING SUMMARY BASED ON CONTRACT

SHERRIF'S ASSOCIATION OF TEXAS PER BID #22-03-1008R

Randall Reed's Planet Ford 635

End Use: CITY OF ABILANERep: Admir SaracContact: Cassandra LambertPhone: 972 864-6815Phone/Email: cassandra.lambert@abilenetx.govEmail: asarac@planetford635.comProduct Description: 2023 Ford 150 (1/2 TON) REG. Cab ITEM 142 F1CA. Bid Series: Ford F-150 REG.CAB 2WD-F1C

Mockingbird Region A. base price

29574.00

B. Published Options [Itemize each below 6% deducted from retail options per bid]

Code	Options	Bid Price	Code	Options	Bid Price
99P	2.7 L V6 ECOBOOST	1207.90			
53B	CLASS IV HITCH	296.10			
67T	TRAILER BRAKE CONTROLER	258.50			
TOTAL OF B PUBLISHED OPTIONS		1762.50			

C. Unpublished Options

\$= 0.0%

Options	Bid Price	Options	Bid Price
Total of C. Unpublished Options:			

D. Pre-delivery Inspection:

E. Texas State Inspection:

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: _____ miles

K. Subtotal: _____

L. Quantity Ordered 5 x K = \$ 166192.50

M. Trade in: _____

N. SAT Administrative Fee (\$350 per purchase order) \$350.00

O. TOTAL PURCHASE PRICE INCLUDING SAT FEE

\$ 7.00

\$ 1895.00

\$

\$

\$

\$ 33238.50

\$ 166192.50

\$350.00

\$166542.50

Randall Reed's Planet Ford 635

ADDITIONAL INFORMATION FOR COUNCIL MEETING ITEM
Half Ton Pickups

Unit #	Assignment	Year	Make	Model	Mileage	Hours	Total Maintenance Costs	Disposal Method	Points	Replacement Reasoning
3517	Water Admin	2005	Ford	F150	115,623	-	\$ 15,816.80	Auction	3 of 4	Met 3 of the 4 replacement criteria
4455	Facilities Maintenance	2014	Ford	F150	130,778	-	\$ 17,829.47	Auction	3 of 4	Met 3 of the 4 replacement criteria
3518	Water Admin	2005	Ford	F150	141,879	-	\$ 18,161.27	Auction	3 of 4	Met 3 of the 4 replacement criteria
4338	Parks	2013	Chevrolet	1500	136,002	5,856	\$ 18,869.70	Auction	3 of 4	Met 3 of the 4 replacement criteria
3999	Water Admin	2009	Ford	F150	129,338		\$ 18,849.13	Auction	3 of 4	Met 3 of the 4 replacement criteria
3411	Water Admin	2004	Chevrolet	1500	142,068	4,097	\$ 28,839.53	Auction	3 of 4	Met 3 of the 4 replacement criteria
4346	Facilities Maintenance	2013	Ford	F150	163,325	10,408	\$ 17,338.74	Auction	3 of 4	Met 3 of the 4 replacement criteria
4038	Water Distribution	2009	Ford	F150	113,310	-	\$ 18,992.88	Auction	3 of 4	Met 3 of the 4 replacement criteria

BUDGET vs ACTUAL COSTS**Half Ton Pickup**

Repl For Unit #	Division #	Division Name	Type Equipment	Budgeted Cost	Actual Cost	Budgeted vs Actual Variance	
3517	8010	Water Admin	1/2T Reg Cab	\$42,000.00	\$33,308.50	(\$8,691.50)	
4455	7055055	Facilities Maintenance	1/2T Reg Cab	\$42,000.00	\$33,308.50	(\$8,691.50)	
3518	8010	Water Admin	1/2T Reg Cab	\$42,000.00	\$33,308.50	(\$8,691.50)	
4338	7010	Parks	1/2T Reg Cab	\$43,000.00	\$33,308.50	(\$9,691.50)	
3999	8010	Water Admin	1/2T Reg Cab	\$47,000.00	\$33,308.50	(\$13,691.50)	
3411	8010	Water Admin	1/2T Ext Cab 2WD	\$47,000.00	\$37,534.00	(\$9,466.00)	
4346	7055055	Facilities Maintenance	1/2T Ext Cab 2WD	\$47,000.00	\$37,534.00	(\$9,466.00)	
4038	8050	Water Distribution	1/2T Ext Cab 4WD	\$48,000.00	\$41,425.50	(\$6,574.50)	
NBI	8060	Wastewater Collection	1/2T Ext Cab 2WD	\$42,000.00	\$37,534.00	(\$4,466.00)	
NBI	8060	Wastewater Collection	1/2T Ext Cab 2WD	\$42,000.00	\$37,534.00	(\$4,466.00)	
				\$442,000.00	\$358,104.00	(\$83,896.00)	Under Budget

City Council Meeting

07/13/2023





1/2-Ton Pickup Trucks

- All units to be a 2023 Ford F150. Five units to be Regular Cab. Four units to be Extended Cab 2WD. One Unit to be Extended Cab 4WD.
- Replacing units 3517, 3518, 3999 and 3411 for Water Admin, 4455 and 4346 for Facilities Maintenance, 4338 for Parks, 4038 for Water Distribution and two New Budgeted units for Wastewater Collection
- Sheriff's Association Cooperative purchase through Randal Reed's Plant Ford, contract #22-03-1008R





1/2-Ton Pickup Trucks



CITY OF
ABILENE
TEXAS



**City Council
Agenda Memo**

City Council Meeting Date: 7/13/2023

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter Into a Contract with True Aim, Inc. d/b/a Sure Shot Pest Management for Pest Control Services for City of Abilene Facilities (Lesli Andrews)

GENERAL INFORMATION

The City of Abilene released a Request For Proposal (RFP) for pest control services for 73 facilities in May. Proposals were received on June 7, 2023. Seven companies responded to the request. In the past, various divisions and departments managed their own pest control. In an effort to centralize contracts and oversight for routine facility maintenance, the decision was made to have one contract overseen by the Facilities Division. True Aim, Inc. d/b/a Sure Shot Pest Management was selected to provide the service. The annual cost will be \$37,902.72. The contract may be renewed annually for up to five years for a potential five-year cost of \$189,513.60.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This will be an annual contract of \$37,902.72 for up to five years. There is a potential five-year cost of \$189,513.60. The contract will be managed and funded through the Facilities Division general fund budget approved by City Council.

STAFF RECOMMENDATION

Staff recommends approval of authorizing the City Manager to enter into a contract with Sure Shot for pest control services for City of Abilene facilities.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Pest Control
2. Pest Control Contract
3. Pest Control RFP Grading
4. Pest Control Presentation

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE EXECUTION OF A CONTRACT WITH SURESHOT TO
PROVIDE PEST CONTROL SERVICES FOR CITY FACILITIES**

WHEREAS, the City of Abilene released a Request For Proposals for pest control services for City facilities needing regular routine service; and

WHEREAS, seven companies responded to the request; and

WHEREAS, Sureshot Pest Control was selected as the company to provide the pest control services; and

WHEREAS, the cost of the annual pest control is \$37,902.72; and

WHEREAS, the five year contract total could reach a total cost of \$189,513.60;

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

Part 1: The City Manager is hereby authorized to execute a contract with Sureshot Pest Control for pest control services for City facilities for a total cost of \$189,513.60.

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

ADOPTED this 13th day of July 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



SERVICES CONTRACT

This contract, dated the 1st day of July, 2023, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and True Aim Inc. dba Sure Shot Pest Management, a corporation. organized under the laws of the State of Texas ("Contractor").

The purpose of this Contract is to state the terms and conditions under which Contractor will provide pest control services to the City during the term stated herein.

In consideration of the mutual promises contained in this Contract, City and Contractor agree as follows:

I. TERMS

Contractor must provide all services as described in Attachment A, which is incorporated by reference for all purposes within (see attachment A) calendar days after the effective date of this Contract.

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

The Contractor will furnish all materials and equipment necessary to perform the services agreed to under this Contract, which are to be supplied by the Contractor.

IV. TERMINATION

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

V. ASSIGNMENT

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

VI. STATUS OF CONTRACTOR

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

VII. AMENDMENT OR MODIFICATION

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

- (i) injury or damage to any property or right

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

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

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

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

B. Indemnity

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

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

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

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

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

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

WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

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

c. TYPES AND AMOUNT OF INSURANCE

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

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

X. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XI. NOTICE

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

City - ATTN: Lesli Andrews
PO Box 60
Abilene TX 79604

Contractor - ATTN: Homer Galindo
8765 CR 258
Clyde TX 79510

XII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XIII. NO INDEBTEDNESS

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

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

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

XIV. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City to recruit, employ, and to provide compensation, promotion, and other conditions of employment without regard to race, color, religion, sex, age, national origin, or disability. The City affirms that employment decisions shall be made only on the basis of bonafide occupational qualifications. The City shall continually review its employment

practices and personnel procedures and take positive steps to assure that equality of employment opportunity in the City of Abilene, Texas, is a fact as well as an ideal.

XV. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVI. MINORITY AND WOMEN BUSINESS ENTERPRISES

The City hereby gives notice that Minority and Women Business Enterprises will be afforded equal opportunities to submit bids in for this contract and will not be discriminated against on the grounds of race, ethnicity, color, sex, religion or national origin in awarding the contract. Technical assistance is available to Minority and Women Business Enterprises through the Texas Tech University Small Business Development Center, 749 Gateway St., #301, Building C, Abilene, Texas, 79602, 325-670-0300.

XVII. SALES TAX

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

XVIII. LEGAL CONSTRUCTION

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

XIX. BOYCOTT OF ISRAEL

In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a

written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

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

XX. SECTIONS AND OTHER HEADINGS

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

XXI. COUNTERPARTS

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

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

IN WITNESS HEREOF the parties have entered into this agreement as of the date written above.

CITY OF ABILENE

By:

Title:

SERVICE CONTRACTOR By:

Tammy Galindo

Title: Secretary/Vice President

Address: 8765 County Road 258

Clyde, TX 79510

Phone Number: 325-514-0288

Federal Tax ID #: 26-4067868

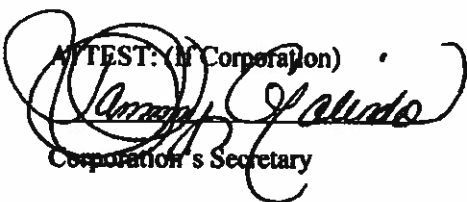
ATTEST:

City Secretary

APPROVED:

City Attorney

ATTEST: (If Corporation)


Corporation's Secretary

Corporate Seal (If available):

ATTACHMENT A

SCOPE OF WORK

Pest control services will include labor, parts, tools, equipment, miscellaneous materials and supervision to provide pest control services in a safe manner and in accordance with the most recent and effective scientific pest control procedures. All work must be performed in compliance with all applicable laws, regulations and codes. The Contractor shall comply with all rules, regulations, and laws established by any state or federal regulatory or legislative body having jurisdiction over the facilities owned/managed by the city and covered by/under the Agreement.

- The Contractor's performance shall be in accordance with the highest quality standard prevailing in the pest control industry.
- The Contractor shall use a wide variety of techniques including monitoring and the use of a predetermined hierarchy of pest management choices, formulations, and application techniques, to achieve environmentally sound pest suppression and minimize exposure and potential risk to the environment.
- At the request of the Director or designee, the Contractor shall modify its treatment schedule, order, and time of facility treatment and/or the chemicals to be used in a specific facility or facilities.
- Before the Contractor makes an application, Contractor shall notify the division or section where work will be performed of any precautionary actions to be undertaken by that division or section.
- Application of all materials shall be made in a manner which is:
 - Consistent with label instructions.
 - Does not cause or tend to cause damage to non-target areas or property.
 - Does not cause adverse effects or harm to humans or the environment.
- All chemicals used by the Contractor must be non-flammable and must be secured when unattended.
- The Contractor shall remove and dispose of all excess and/or unneeded chemicals, materials, or equipment after applications are completed in a manner prescribed by State and Federal regulations.
- Use of non-pesticide prevention and treatment methods are the preferred approaches for pest suppression.
- Contractor must be able to pass a fingerprint-based Criminal History Records Check to qualify for an Airport Security Badge and Police Department security badge. The cost of the CHRC and badge application will be at the Contractor's expense.

The City of Abilene intends to award a contract for one (1) year with the option to extend for four (4) additional one (1) year terms at the same terms and conditions.

EXHIBIT B
PROPOSAL FORM

Company Name: True Aim Inc. DBA Sure Shot Pest Management

Legal Structure (Corp/Partner/Proprietor/LLC): Corporation Tax ID # 26-4067868

Principal Office Address: 8765 County Road 258 Clyde, TX 79510

Phone/Fax Number: 325-514-0288 FAX 325-480-0200

License Number: 13309

Number of Years in Business: 17

Email: galindo@sureshotpest.net

	Location	Address	Price per Application
1.	Rose Senior Center	2625 S 7th St.	70. ⁰⁰
2.	Rose Recreation Center	2801 S 7th St.	55. ⁰⁰
3.	Cobb Recreation Center	2302 State St.	55. ⁰⁰
4.	Cesar Chavez Recreation Center	2250 Ambler Ave.	55. ⁰⁰
5.	Parks & Rec Admin	633 Walnut St.	55. ⁰⁰
6.	City Hall	533 Walnut St.	70. ⁰⁰
7.	Adventure Cove	2742 S 9th St.	55. ⁰⁰
8.	GV Daniels Recreation Center	541 N 8th St.	55. ⁰⁰
9.	Main Library	202 Cedar St.	80. ⁰⁰
10.	South Branch Library	4310 Buffalo Gap Rd. #1246	55. ⁰⁰
11.	Mockingbird Branch Library	1326 N. Mockingbird Ln.	55. ⁰⁰
12.	Abilene Animal Services	925 S. 25th St.	55. ⁰⁰
13.	Abilene Convention Center	1100 N. 6th St.	130. ⁰⁰
14.	Winn Dixie Storage	4365 S. 1 st St.	45. ⁰⁰

10

Proprietary

15.	Municipal Court	4575 S. 1st	55 th
16.	City Hall	808 N. Main St.	75th
17.	Utility Customer Service Center	4595 S. 1st	55 th
18.	Water Distribution	701 E. Hwy 80	95 th
19.	Solid Waste/ Streets	149 Gann	95 th
20.	Recycle Center	2209 Oak	54 th
21.	Container Maintenance	102 S. 3 rd St.	54 th
22.	Armory	2641 S. 9th	70 th
23.	Signs, Signals, Lights	774 Sandy St.	95 th
24.	Engineers/ Facilities Maintenance	782 Sandy St.	70 th
25.	Abilene Taylor Health Dept	850 N. 6 th St.	95 th
26.	MERCY Clinic	1902 Shelton	95 th
27.	Abilene Police Dept.	4565 S. 1st	140 th
28.	Police Training Academy	4557 E. Lake Rd	95 th
29.	Safety City	2601 S. 7 th St.	55 th
30.	Fire 1	250 Grape St.	90 th
31.	Fire 2	901 ES 27th	75 th
32.	Fire 3	1625 Vine	75 th
33.	Fire 4	3750 Grape	75 th
34.	Fire 5	1250 EN 16th	75 th
35.	Fire 6	1482 S. Danville	75 th
36.	Fire 7	431 N. Pioneer	75 th
37.	Fire 8	5680 Buffalo Gap Rd	75 th
38.	Fire Training	4242 E. Lake Rd	100 th
39.	Fire Maintenance	1805 Navajo Cr	75 th
40.	Fire Logistics	643 S. 7th	55 th
41.	Fire Fitness	1957 Santos	55 th

Proprietary

42.	Airport Terminal	2933 Airport Blvd	100 ⁰⁰
42a.	Airport Terminal Parking Booth	2933 Airport Blvd	45 ⁰⁰
43.	Airport Fire Station	2933 Airport Blvd	55 ⁰⁰
44.	Airport Maintenance	2933 Airport Blvd	100 ⁰⁰
45.	CityLink	1189 S. 2nd	90 ⁰⁰
46.	Fleet Services	898 Sandy	95 ⁰⁰
47.	Zoo Terrace Holding (Colobus)	2070 Zoo Lane	9.82
48.	Zoo Howler holding		9.82
49.	Zoo Squirrel Monkey		9.82
50.	Zoo Caribbean Cove		9.82
51.	Zoo Swan Holding		9.82
52.	Zoo Ibis Barn		9.82
53.	Zoo Macaw Yard		9.82
54.	Zoo Elm Creek Bldg.		9.82
55.	Zoo North American Porcupine		9.82
56.	Zoo Otter Exhibit		9.82
57.	Zoo Spider monkey/ Jag Bldg.		9.82
58.	Zoo Admin Bldg.		9.82
59.	Zoo Commissary		9.82
60.	Zoo Otter Holding		9.82
61.	Zoo Capybara Holding		9.82
62.	Zoo Keeper Storage		9.82
63.	Zoo Reserves Perimeter		9.82
64.	Zoo Mews		9.82
65.	Zoo Horticulture Bldg.		9.82
66.	Zoo Bird Barn		9.82
67.	Zoo Giraffe Barn		9.82

Proprietary

68.	Zoo Rhino Barn		9.82
69.	Zoo Zebra Barn		9.82
70.	Zoo Animal Ambassador Room		9.82
71.	Zoo Animal Ambassador OD		9.82
72.	Zoo Hospital		9.82
73.	Zoo Quarantine		9.82
74.	Zoo Bird Rehab		9.82

Any bed bug treatments will be an additional \$70 per room or bus per treatment.

Signature: Homer Galindo

Printed Name of Person Authorized to Sign Homer Galindo

Title of Person Authorized To Sign: Owner/president

Proprietary

ATTACHMENT B
PAYMENT SCHEDULE

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described services and will be paid at a rate not to exceed \$50,000 annually.

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

OPTION 2

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

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

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

OPTION 3

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

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

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

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE THIS ATTACHMENT IS ONLY APPLICABLE IF WORKERS' COMPENSATION COVERAGE IS PROVIDED

a. **Definitions**

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

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

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

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

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

- f. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- g. The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

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

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

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

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

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

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

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

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

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

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

(End of Document)

Pest Control RFP Grading

Rating Criteria	Weight	ORKIN	Sureshot	Anthony Pest Control	American Allied	Bugblasters	A-Town Pest Control	CC & Co.
Company and staff qualifications	25%	25	25	25	25	25	25	25
Proposed Service Billing proposal/ pricing	50%	45	50	30	35	25	40	20
Company experience, history and references	25%	25	25	25	25	25	25	25
TOTAL	100%	95	100	80	85	75	90	70

City Council Meeting

Pest Control for City Facilities





Pest Control for City Facilities

The City of Abilene released a Request For Proposal (RFP) for pest control services for 73 facilities.

Seven companies responded to the request.

In the past, various divisions and departments managed their own pest control. In an effort to centralize contracts and oversight for routine facility maintenance, the decision was made to have one contract overseen by the Facilities Division.

Sureshot Pest Control was selected to provide the service.

The annual cost will be \$37,902.72.

The contract may be renewed annually for up to five years for a potential five-year cost of \$189,513.60.





**City Council
Agenda Memo**

City Council Meeting Date: 7/13/2023

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: **10. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, 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. *(Scott Chandler)*

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 - red line modifications
2. Ordinance - Stormwater Mgmt of Land Development Code - final clean version
3. Ordinance Stormwater Mgmt (powerpoint) 7-5-2023

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

(Scott Chandler)





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: 7/13/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **11. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Project and 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 #3 Project & Financing Plan
3. TIRZ #3 Board Resolution Project & Financing Plan
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 THEREFOR, 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 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 9th 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

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.

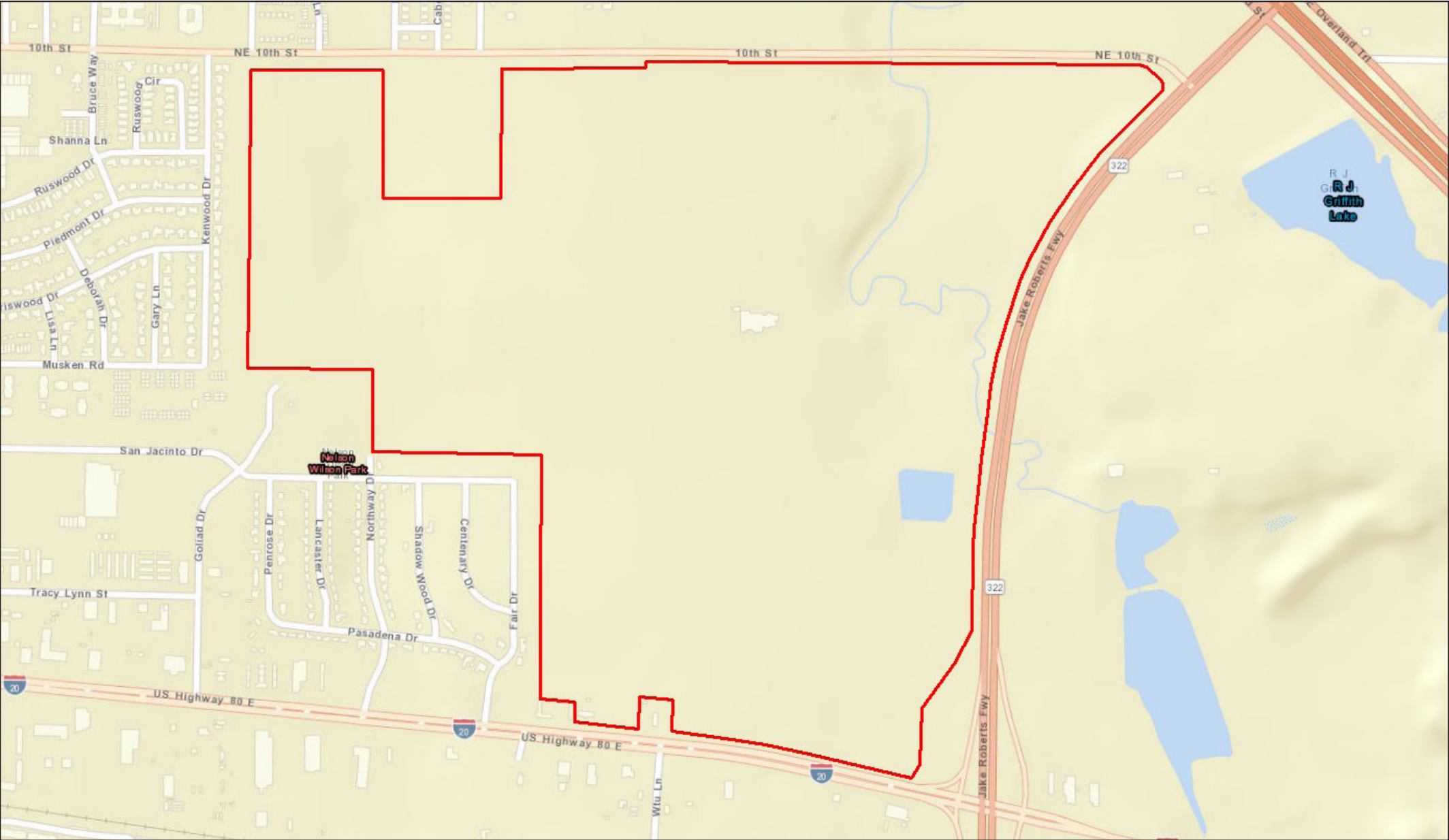
Supported by a regional workforce of over 140,000, ample space for expansion, and reliable and convenient infrastructure, Abilene is the obvious region of choice for big-time employers such as Dyess Air Force Base, Hendrick Health System, Abilene Christian University, and Blue Cross Blue Shield.



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

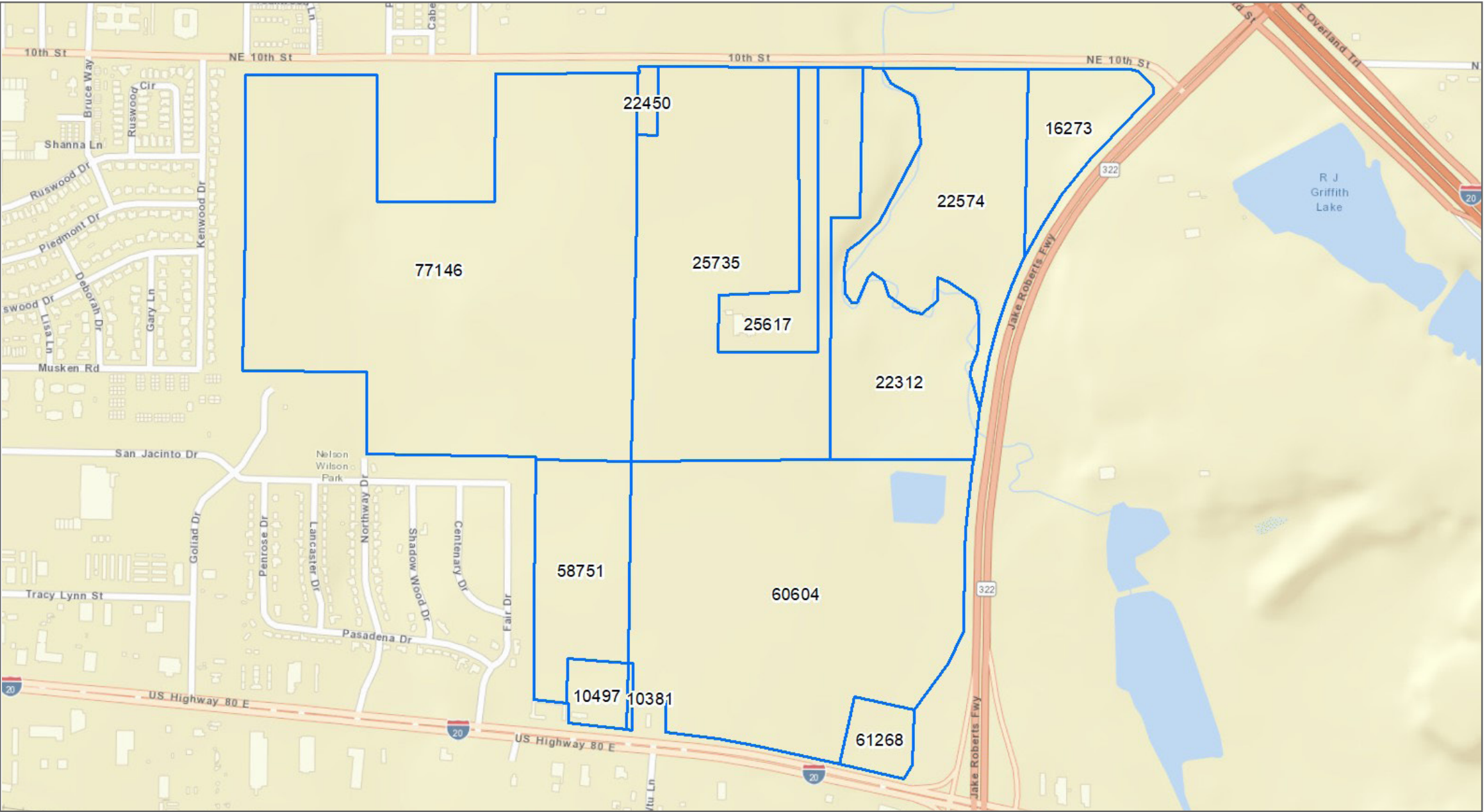
The land within the zone is vacant land that is well positioned for new development.

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

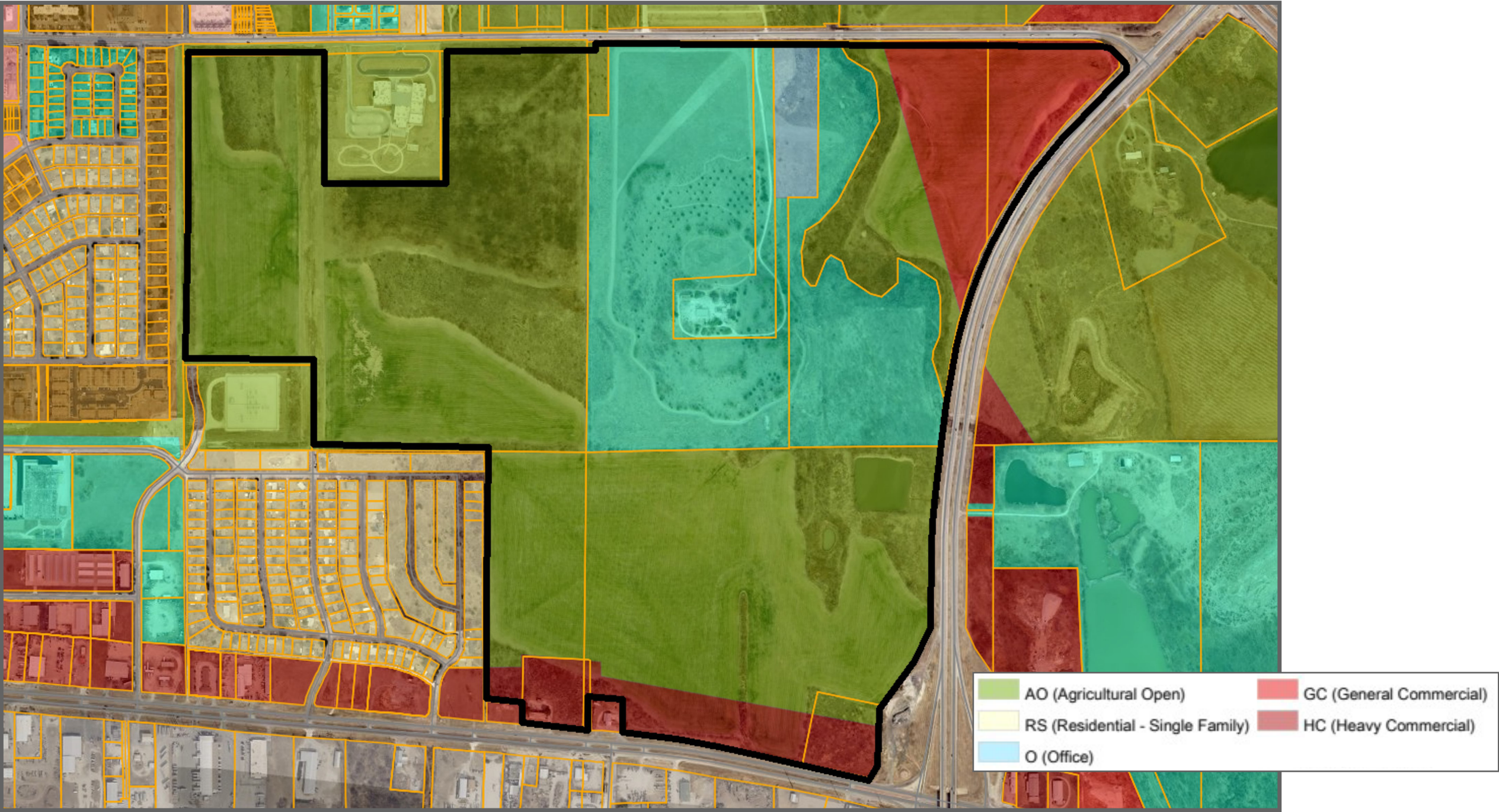
There are currently twelve parcels within Tax Increment Reinvestment Zone #3, all of which are owned by Abilene Christian University. The 2022 estimated taxable base value of the property within the TIRZ is \$1,736,565. The 2022 base value will need to be verified by Taylor County Appraisal District.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



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
ECO A (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	REAL PROPERTY		BPP		SALES	
			SF/UNITS	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE	\$ / SF	TAX VALUE
	55' LOTS	2026	86	\$	425,000		\$ -		-
	60' LOTS	2026	8	\$	510,000				
	70' LOTS	2026	72	\$	595,000				
	100' LOTS	2026	13	\$	680,000				
	130' LOTS	2026	1	\$	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				28	57	86	86	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					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				3	5	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	
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				24	48	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	
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				4	9	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	13	
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	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
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		-	-	-	-	-	-	-	-	-	-	-	-</										

PHASE TWO : 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 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	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	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	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	8,278,776
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	6,164,815
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	13,136,759
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	27,580,351
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	8,278,776
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	6,164,815
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	13,136,759
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	27,580,351
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	2,069,694
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	2,069,694
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	GROSS
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,069,694
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,164,815
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	13,136,759
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	431,305	439,931	448,730	GROSS
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	445,5,53	

► 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%		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%		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%		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		-	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				-	-	-	-	-	-	13,854,872	28,263,939	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			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				-	-	-	-	-	-	10,052,837	20,507,788	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			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				-	-	-	-	-	-	2,706,533	5,521,328	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			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				-	-	-	-	-	-	773,295	1,577,522	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
REAL PROPERTY	TOTAL TAXABLE VALUE	-	-	-	-	-	-	-	-	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		-	-	-	-	-	-	-	-	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
Taylor County		-	-	-	-	-	-	-	-	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
Abilene ISD		-	-	-	-	-	-	-	-	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
Total		-	-	-	-	-	-	-	-	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
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																						
City of Abilene		-	-	-	-	-	-	-	-	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
Taylor County		-	-	-	-	-	-	-	-	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
Abilene ISD		-	-	-	-	-	-	-	-	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
Total		-	-	-	-	-	-	-	-	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																						
PARTICIPATION																						
REAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	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		-	-	-	-	-	-	-	-	52,180	106,447	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		-	-	-	-	-	-	-	-	52,180	106,447	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536
2,160,499																						
PERSONAL PROPERTY	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
City of Abilene		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Taylor County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Abilene ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	Taxable Value	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																						
City of Abilene		-	-	-	-	-	-	-	-	52,180	106,447	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		-	-	-	-	-	-	-	-	52,180	106,447	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536
2,160,499																						
TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT																						
SUMMARY																						
City of Abilene		-	-	-	-	-	-	-	-	156,540	319,342	493,529	503,400	513,468	523,737	534,212	544,896	555,794	566,910	578,248	589,813	601,609
Taylor County		-	-	-	-	-	-	-	-	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
Abilene ISD		-	-	-	-	-	-	-	-	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
Total		-	-	-	-	-	-	-	-	643,162	1,312,051	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
26,629,896																						

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	
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
																							22,612,903

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																											
TAXABLE BASE YEAR GROWTH DISCOUNT RATE				2.00% 6.00%																							
				REAL PROPERTY TAX			BUSINESS PERSONAL PROPERTY TAX			SALES TAX																	
City of Abilene				0.7621000	25.0%	0.1905250	City of Abilene				0.7621000	0%	0.0000000	City of Abilene - Regular													
Taylor County				0.5675000	0%	0.0000000	Taylor County				0.5675000	0%	0.0000000	City of Abilene - Property Tax Relief													
Abilene ISD				1.2093000	0%	0.0000000	Abilene ISD				1.2093000	0%	0.0000000	ECOA (0.25%)													
				2.5389000		0.1905250					2.5389000		0.0000000														
TAX YEAR	BASE YEAR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20						
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	TOTALS					
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	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	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	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		66	134	203	273	344	417	492	568	645	725	805	888	971	1,057	1,144	1,233	1,324	1,417	1,511	1,608	15,826	City of Abilene			
	Taylor County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Taylor County			
	Abilene ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Abilene ISD			
		66	134	203	273	344	417	492	568	645	725	805	888	971	1,057	1,144	1,233	1,324	1,417	1,511	1,608	15,826					
REVENUE 1																											
PHASE ONE																											
	REAL PROPERTY TAX	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	0					
	BUSINESS PERSONAL PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
	City of Abilene	0	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	City of Abilene				
	Taylor County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Taylor County			
	Abilene ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Abilene ISD			
		0	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					
REVENUE 2																											
PHASE TWO																											
	REAL PROPERTY TAX	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	0					
	BUSINESS PERSONAL PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
	City of Abilene	0	0	0	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	2,069,694	City of Abilene				
	Taylor County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Taylor County			
	Abilene ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Abilene ISD			
		0	0	0	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	2,069,694					
REVENUE 3																											
PHASE THREE																											
	REAL PROPERTY TAX	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	0					
	BUSINESS PERSONAL PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
	City of Abilene	0	0	0	0	0	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	2,473,744	City of Abilene				
	Taylor County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Taylor County			
	Abilene ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Abilene ISD			
		0	0	0	0	0	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	2,473,744					
REVENUE 4																											
PHASE FOUR																											
	REAL PROPERTY TAX	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	0					
	BUSINESS PERSONAL PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
	City of Abilene	0	0	0	0	0	0	0	52,180	106,447	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	2,160,499	City of Abilene				
	Taylor County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Taylor County			
	Abilene ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Abilene ISD			
		0	0	0	0	0	0	0	52,180	106,447	164,510	167,800	171,156	174,579	178,071	181,632	185,265	188,970	192,749	196,604	200,536	2,160,499					
REVENUE 5																											
PHASE FIVE																											
	REAL PROPERTY TAX	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	0					
	BUSINESS PERSONAL PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
	City of Abilene	0	0	0	0	0	0	0	0	0	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	City of Abilene				
	Taylor County	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Taylor County			
	Abilene ISD	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Abilene ISD			
		0	0	0	0	0	0	0	0	0	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					
REVENUE 6																											
PHASE SIX																											
	REAL PROPERTY TAX	0	0	0	0	0	0	0	0																		

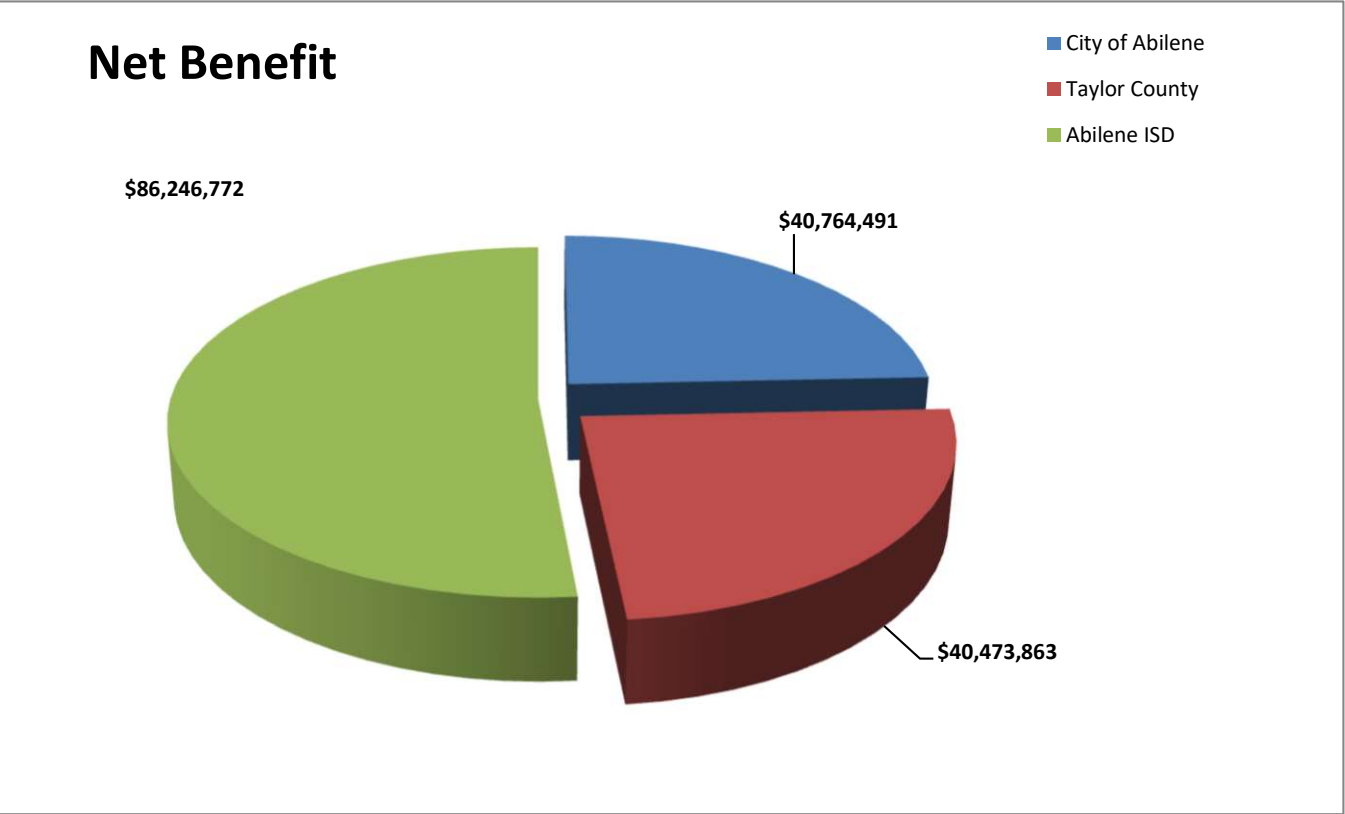
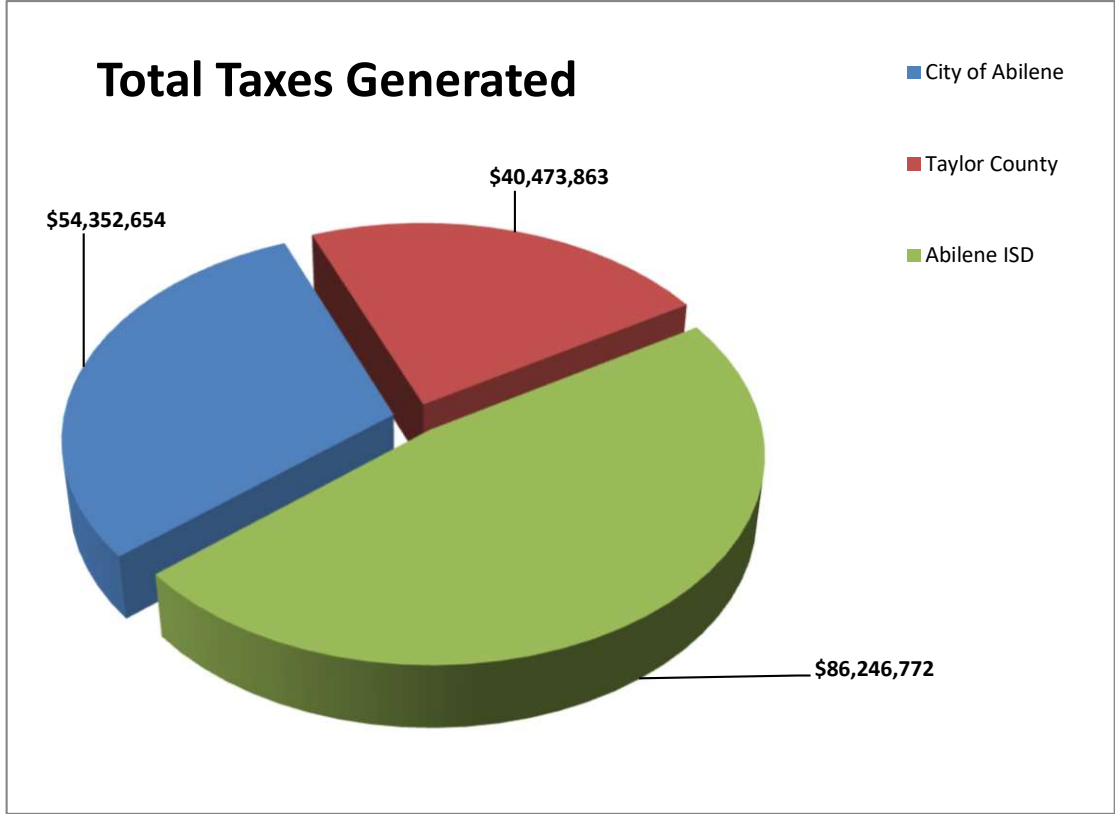
Financial Feasibility Analysis - 100% of Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

TAXABLE BASE YEAR GROWTH										2.00%													
DISCOUNT RATE										6.00%													
										REAL PROPERTY TAX			BUSINESS PERSONAL PROPERTY TAX			SALES TAX							
City of Abilene										0.7621000	100.0%	0.7621000	City of Abilene - Regular										
Taylor County										0.5675000	100%	0.5675000	City of Abilene - Property Tax Relief										
Abilene ISD										1.2093000	100%	1.2093000	ECOFA (0.25%)										
										2.5389000		2.5389000											
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	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	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	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	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		
	BUSINESS PERSONAL PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	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	3,054,608	3,115,598	47,314,470	
REVENUE 2																							
PHASE TWO																							
	REAL PROPERTY TAX	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		
	BUSINESS PERSONAL PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	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	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		
	BUSINESS PERSONAL PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	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	1,023,629	1,043,701	1,044,175	1,045,059	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	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		
	BUSINESS PERSONAL PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	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	1,086,059	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	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		
	BUSINESS PERSONAL PROPERTY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
	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			

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.

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).

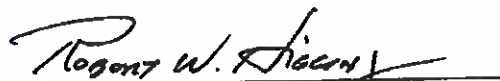
PART 2: That the TIRZ #3 Board of Directors recommends approval of the Project and Financing Plan for the Tax Increment Reinvestment Zone No. 3., attached as Exhibit A.

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 Project and Financing Plan

City of Abilene, Texas

JUNE 2023



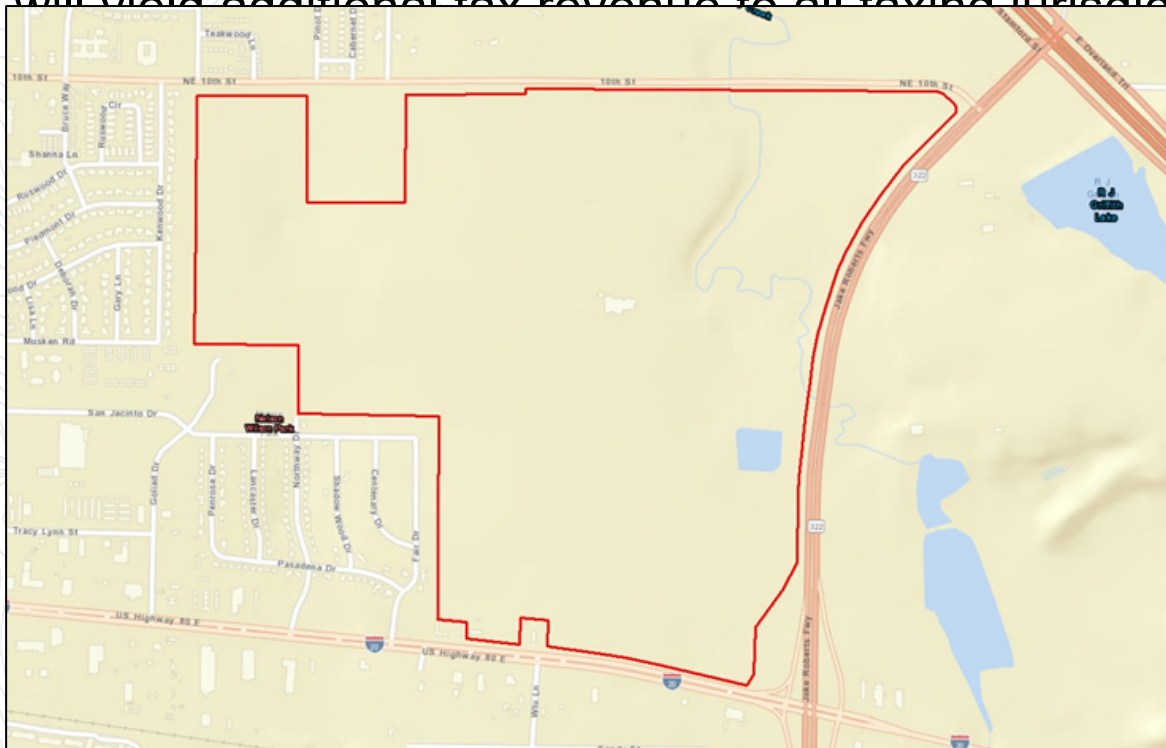
DAVID PETTIT
Economic Development

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
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.

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
- 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 #3 – Proposed Development

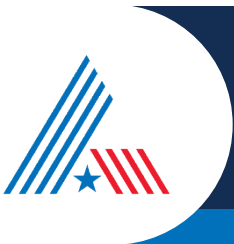
- Anticipated 911 single family residential units
- \$436 million in incremental taxable value
- Public improvements to support the development will be made throughout the TIRZ



*ACU Trail Ridge – Overall
Site Plan (Conceptual)*

LOT COUNT:	
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
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: 7/13/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **12. Ordinance (Final Reading) CUP-2023-03: Receive a Report, Hold a Discussion and Public Hearing, 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. Plan of Operation
3. Staff Report
4. 3349 S. 15th Street
5. late opposition
6. 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

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



Texas Massage Academy

CUP Plan of Operation

Texas Massage Academy plans to operate a Massage School located at 3301 S 14th Street Unit 35A.

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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.

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

Owner

Legend:
O- Opposed
F- In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
7 HUBBARD A TEXAS LLC	52108	3402 S 14TH ST	
ABILENE WOMANS CLUB FOUNDATION	59350	3425 S 14TH ST	
BERKLEY CLYDE J & ANN T	43401	117 CIRCLE OF HOLLY	
BOECKEL TAYLOR ELIZABETH	48874	1518 GLENWOOD DR	
CALLAHAN JOHN P & SUSAN D	49013	1526 GLENWOOD DR	
CANON JOSEPH EDWIN &	41535		
CASTILLO RANDAL C & NICKI D	51471	1509 GLENWOOD DR	
DAWKINS MILES A & PATSY	51850	3317 S 15TH ST	
DAWKINS MILES A & PATSY	51850	3319 S 15TH ST	
DODD RANDY	51988	3325 S 15TH ST	
DODD RANDY	51988	3327 S 15TH ST	
DRESSEN EDWARD RUSSELL JR & LINDA	43280		
FIRST NATL BK OF ABILENE	65117	3300 S 14TH ST	
GARRETT CHARLES & CANDACE BERRES	52765	3358 GREEN ACRES RD	
GOTCH DAVID WAYNE & BRENDA	52903	3350 GREEN ACRES RD	
HAMP JACKEE V	51586	1333 GLENWOOD DR	
HECK EDWARD P & LORETTA F	52369	3349 S 15TH ST	F
HILL JOHN A	65361	1395 ALBANY ST	O
HLP 3409 LLC	48466	3409 S 14TH ST	O
HOLLINGSWORTH COLIN ANDREW & ELIZABETH PULLMAN &	43164	125 CIRCLE OF HOLLY	
HS/NS FAMILY REAL ESTATE LTD	28842	3303 S 14TH ST	
KENT LUBRICATION CENTERS LTD	105631	3382 S 14TH ST	
KRUSER CLINTON & BRANDI	40891		
LEPORE ABILEEN TEXAS LLC	48471	3373 S 14TH ST	
LEPORE ABILEEN TEXAS LLC	104497	3301 S 14TH ST	
MCNEIL KYLER & MCKINSEY	49140	1602 GLENWOOD DR	
R M LEASING GROUP LLC	51718	1341 GLENWOOD DR	
REES	53034	3342 GREEN ACRES RD	
RHODES JAMES A & CAROL S	52238	3341 S 15TH ST	
ROSS MORGAN	53158	3334 GREEN ACRES RD	
SALMON JEFFREY DAVID &	41663	110 TIQUEWOOD CR	
SLEDGE LARRY &	52640	3366 GREEN ACRES RD	
SPEER MATTHEW ADAM &	51354	1502 VEGAS RD	
TATUM JOHN AUSTIN & ELIZABETH	52117	3333 S 15TH ST	
TATUM JOHN AUSTIN & ELIZABETH	52117	3335 S 15TH ST	
TNK HOUSE HOLDINGS LLC	52510	3357 S 15TH ST	

TORRES JOSE M & CONSUELO S	51218	1518 VEGAS RD	
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	
WACO PARKDALE LP	48734	1510 GLENWOOD DR	
YEZAK RYAN & ANDREA	50277	1525 GLENWOOD DR	
ZETT JOSHUA MATTHEW &	50148	1517 GLENWOOD DR	

Property ID

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
HS/NS FAMILY REAL ESTATE LTD	28842	3303 S 14TH ST	
KRUSER CLINTON & BRANDI	40891		
CANON JOSEPH EDWIN &	41535		
SALMON JEFFREY DAVID &	41663	110 TIQUEWOOD CR	
HOLLINGSWORTH COLIN ANDREW & ELIZABETH PULLMAN &	43164	125 CIRCLE OF HOLLY	
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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	
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WACO PARKDALE LP	48463	3301 S 14TH ST STE 26C	
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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	
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HECK EDWARD P & LORETTA F	52369	3349 S 15TH ST	F
TNK HOUSE HOLDINGS LLC	52510	3357 S 15TH ST	
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REES	53034	3342 GREEN ACRES RD	
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FIRST NATL BK OF ABILENE	65117	3300 S 14TH ST	
HILL JOHN A	65361	1395 ALBANY ST	O
LEPORE ABILEEN TEXAS LLC	104497	3301 S 14TH ST	
KENT LUBRICATION CENTERS LTD	105631	3382 S 14TH ST	

SUITE LOCATION MAP

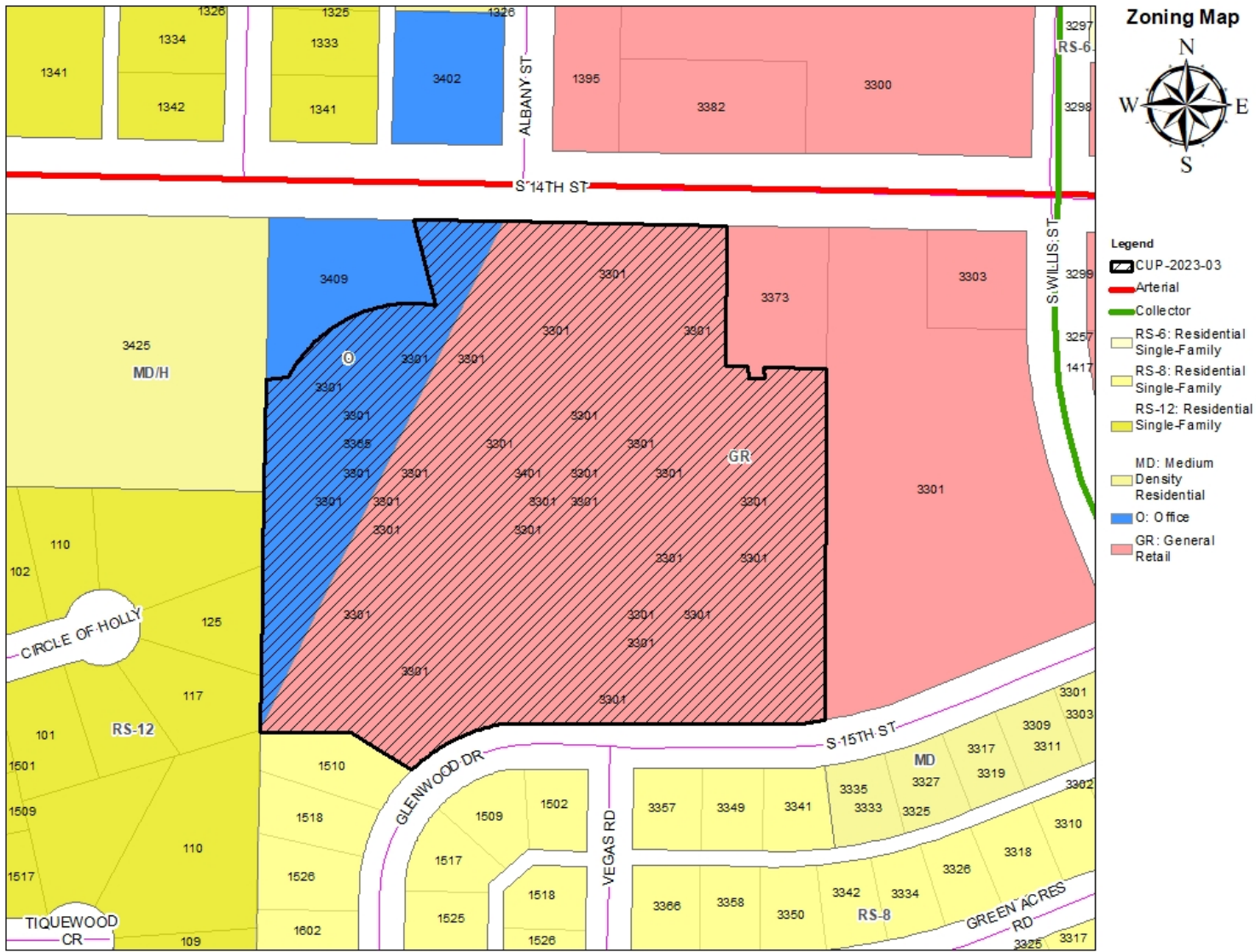
Unit 35A Highlighted in Red



LOCATION MAP



ZONING MAP





HECK EDWARD P & LORETTA F
3349 S 15TH ST
ABILENE, TX 79605-5001

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number CUP-2023-03

5/16/2023

The Planning and Zoning Commission will hold a public hearing on **June 6, 2023 at 1:30 PM**, in the Council Chambers at 555 Walnut St. in Abilene, Texas vote to recommend approval or denial to City Council 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. Legal description being Section 1, Block Remainder 1 of the Wychwood Addition, Abilene, Taylor County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as indicated below. All written responses must be signed.

The attached map shows the area of this request. Only the area highlighted by striped lines shown on that map is being considered for a change of zoning. The solid boundary line surrounding this subject area is only a notification area. If approved by the Planning and Zoning Commission, or if denied and promptly appealed to Abilene's City Council, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **July 13, 2023 at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Mason Teegardin at telephone 325-676-6490 or by email address planning@abilenetx.gov

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

CASE #: CUP-2023-03

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

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

Name: HECK EDWARD P & LORETTA F
Parcel I.D.: 52369
Address: 3349 S 15TH ST

Email: planning@abilenetx.gov

I am in favor ☒
Additional Comments:

I am opposed ☐

Signature: _____

A handwritten signature in black ink, appearing to be "Edward P. Heck", written over a horizontal line.

MAY 30 AM 9:42



HILL JOHN A
3409 S 14TH ST STE 209
ABILENE, TX 79605-4956

NOTICE OF PUBLIC HEARING

RE: Zoning Application Number CUP-2023-03

5/16/2023

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

CASE #: CUP-2023-03

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: HILL JOHN A
Parcel I.D.: 65361
Address: 1395 ALBANY ST

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

Email: planning@abilenetx.gov

I am in favor ☐

I am opposed ☐

Additional Comments:

Signature: _____



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.

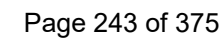
Location: 3301 South 14th Street, Suite #35A

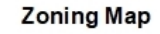
Notification: 1 in Favor, 2 Opposed

Planning & Zoning: June 6, 2023

Council Hearing: June 22, 2023
July 13, 2023

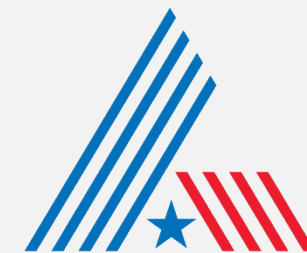






Legend

-  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

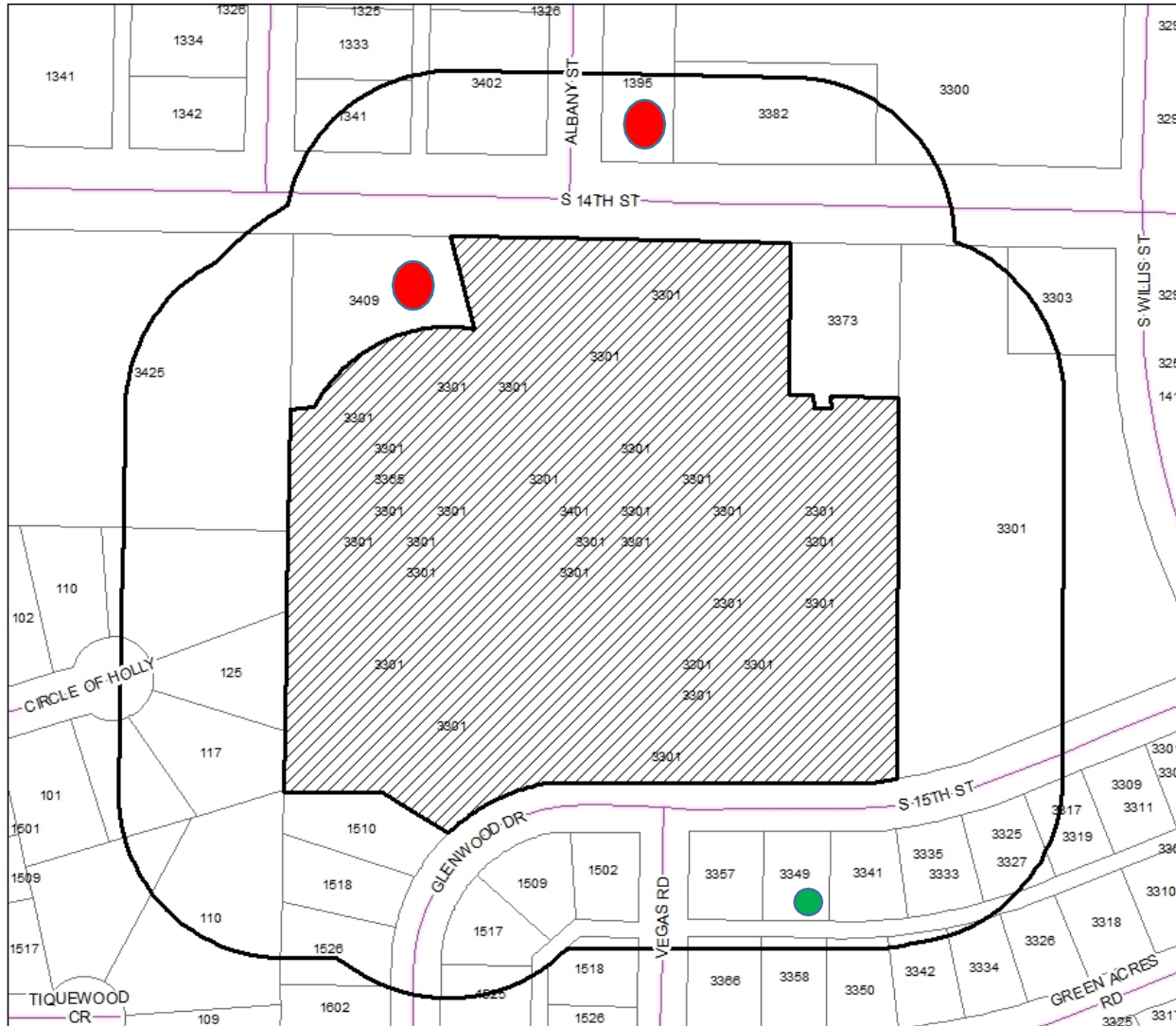


West Neighboring
Property





NOTIFICATION AREA MAP



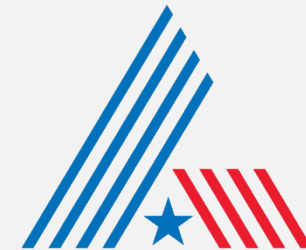
Notification Map



Legend

- CUP-2023-03
- Notification Area

- 1- In Favor-
- 2- Opposed-
- 5.9% Opposition



CITY OF
ABILENE
TEXAS



FINDINGS AND RECOMMENDATIONS

The proposed request 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**, 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: 7/13/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **13. Ordinance (Final Reading) CUP-2023-04: Receive a Report, Hold a Discussion and Public Hearing, 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

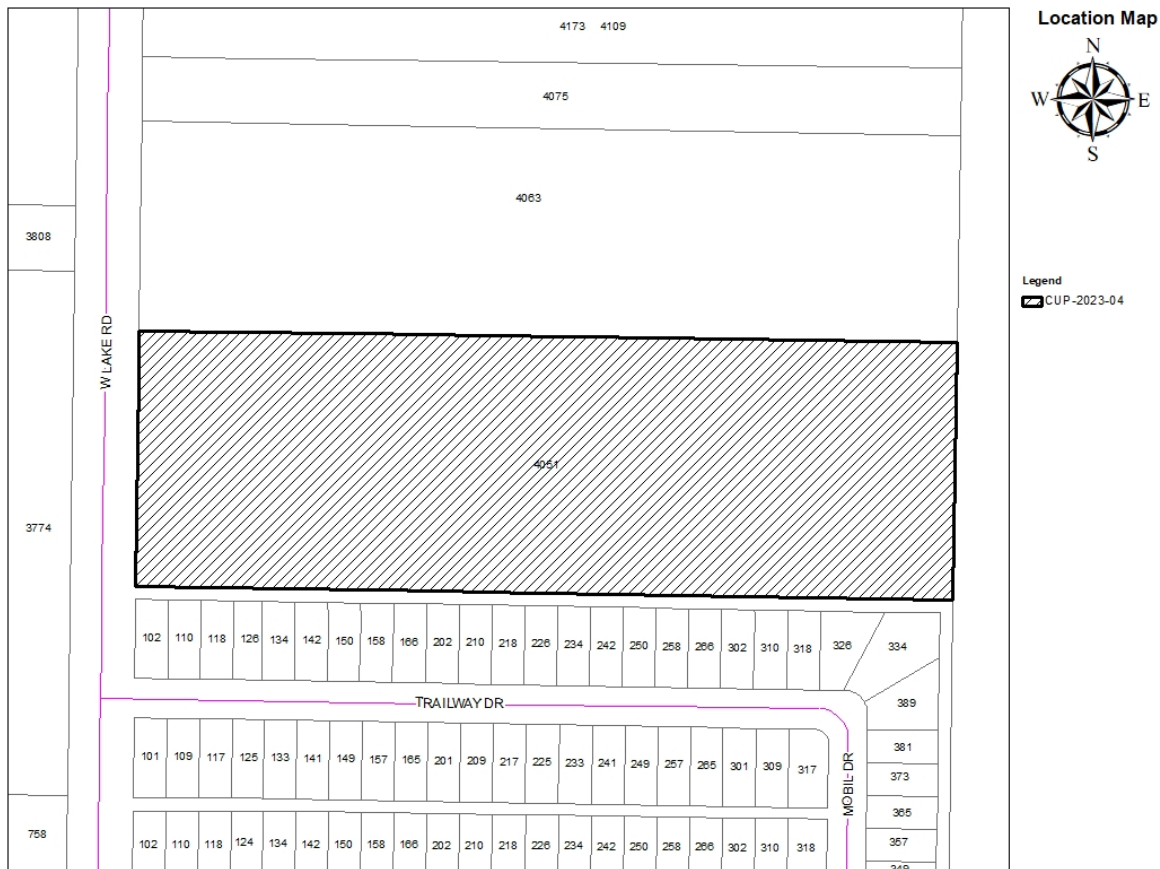
Approve a Conditional Use Permit (CUP) on a site zoned Agricultural Open (AO) and PDD-42 to allow an RV Park within the 6.7 acres of the subject site zoned Agricultural Open (AO).

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

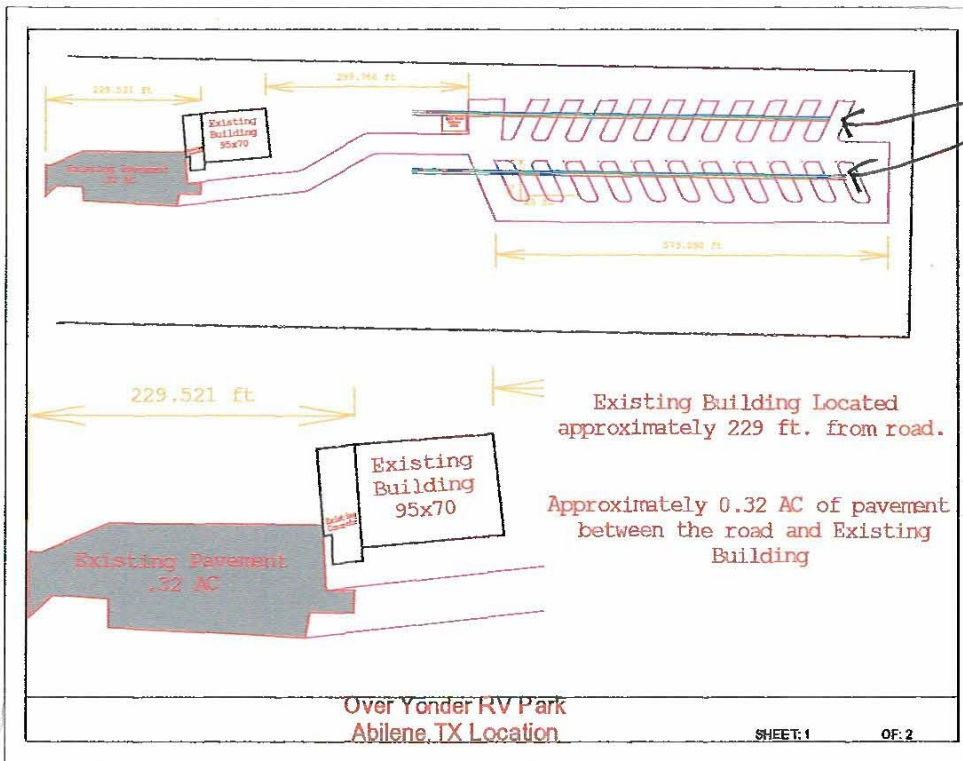
PHASE 7 - onsite laundry

PHASE 8 - on site storage buildings

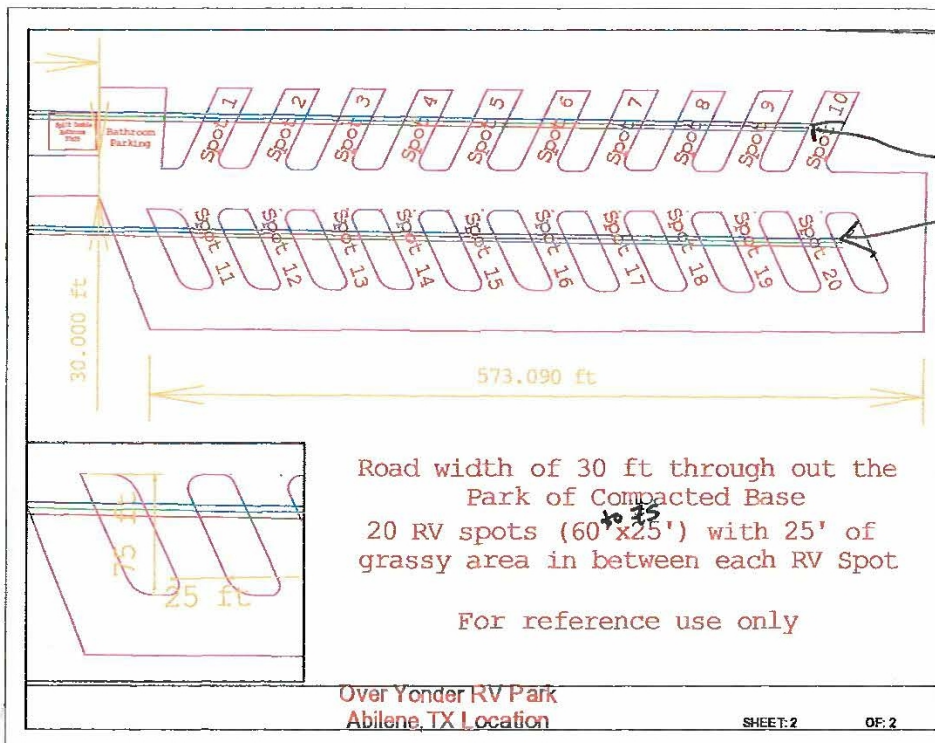
Marla Pollitt- clear view RV LLC

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.

Owner

Legend:
O- Opposed
F- In Favor

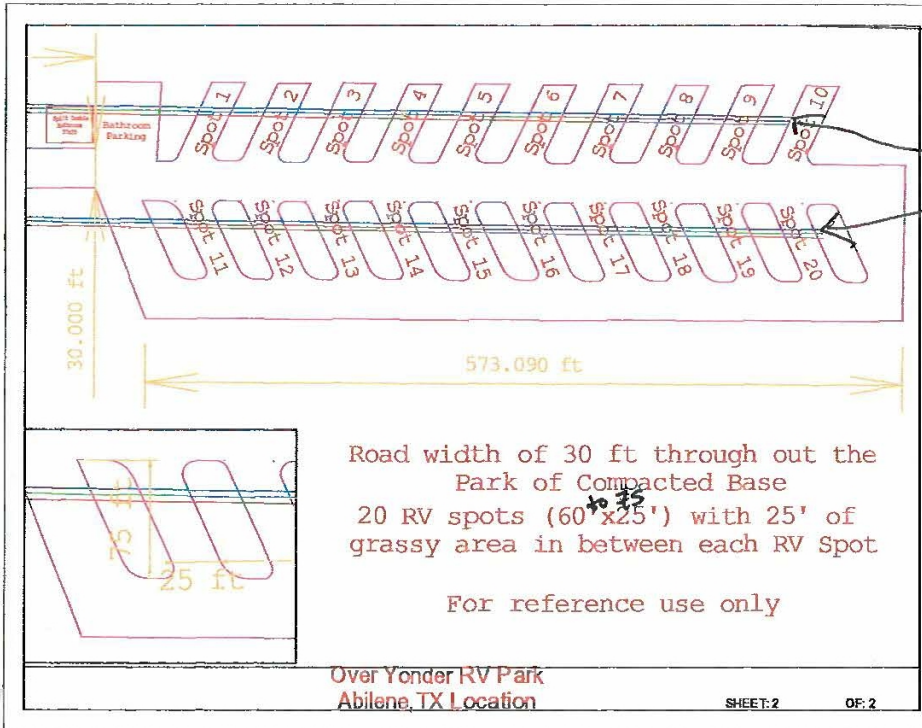
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
	30296	110 TRAILWAY DR	
BLACKBURN JANE	30717	134 TRAILWAY DR	
BLANTON RANDY	96531	4063 W LAKE RD	
CLEAR VIEW RV LLC	31613	4051 W LAKE RD	
DANKWORTH DAN	20030	3774 W LAKE RD	
DANKWORTH DAN	19906	3808 W LAKE RD	
MARTINEZ FLORANCE	36353	266 TRAILWAY DR	
MOORE GREATHOUSES LLC	31359	202 TRAILWAY DR	
MOORE GREATHOUSES LLC	36114	250 TRAILWAY DR	
MOORE GREATHOUSES LLC	35711	226 TRAILWAY DR	
MOORE GREATHOUSES LLC	36624	310 TRAILWAY DR	
MOORE GREATHOUSES LLC	30850	142 TRAILWAY DR	
MOORE GREATHOUSES LLC	30588	126 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	
MOORE GREATHOUSES LLC	30151	102 TRAILWAY DR	
MOORE GREATHOUSES LLC	35579	218 TRAILWAY DR	
MOORE GREATHOUSES LLC	36235	258 TRAILWAY DR	
MOORE GREATHOUSES LLC	36752	318 TRAILWAY DR	
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	
NICHOLS ANN	35441	210 TRAILWAY DR	
VESTAL GRACE	30461	118 TRAILWAY DR	
WEST TEXAS LAND GUYS	22018		

Property ID

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
DANKWORTH DAN	19906	3808 W LAKE RD	
DANKWORTH DAN	20030	3774 W LAKE RD	
WEST TEXAS LAND GUYS	22018		
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MOORE GREATHOUSES LLC	35579	218 TRAILWAY DR	
MOORE GREATHOUSES LLC	35711	226 TRAILWAY DR	
MOORE GREATHOUSES LLC	35836	234 TRAILWAY DR	
MOORE GREATHOUSES LLC	35986	242 TRAILWAY DR	
MOORE GREATHOUSES LLC	36114	250 TRAILWAY DR	
MOORE GREATHOUSES LLC	36235	258 TRAILWAY DR	
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MOORE GREATHOUSES LLC	36482	302 TRAILWAY DR	
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MOORE GREATHOUSES LLC	36752	318 TRAILWAY DR	
MOORE GREATHOUSES LLC	36882	326 TRAILWAY DR	
MOORE GREATHOUSES LLC	37021	334 TRAILWAY DR	
MOORE GREATHOUSES LLC	37150	389 MOBIL DR	
MOORE GREATHOUSES LLC	37277	381 MOBIL DR	
BLANTON RANDY	96531	4063 W LAKE RD	

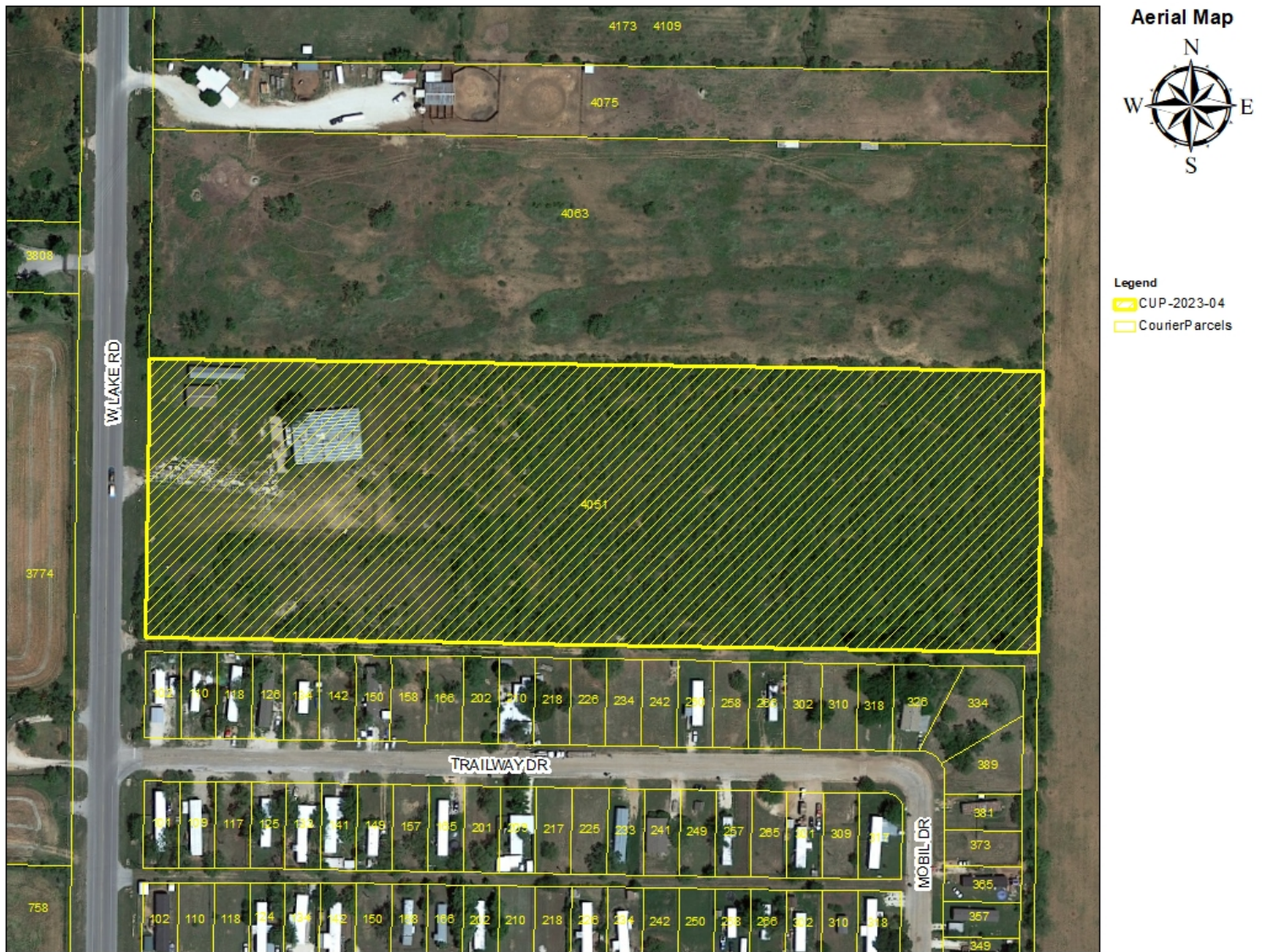
SITE LAYOUT

4051 W. Lake

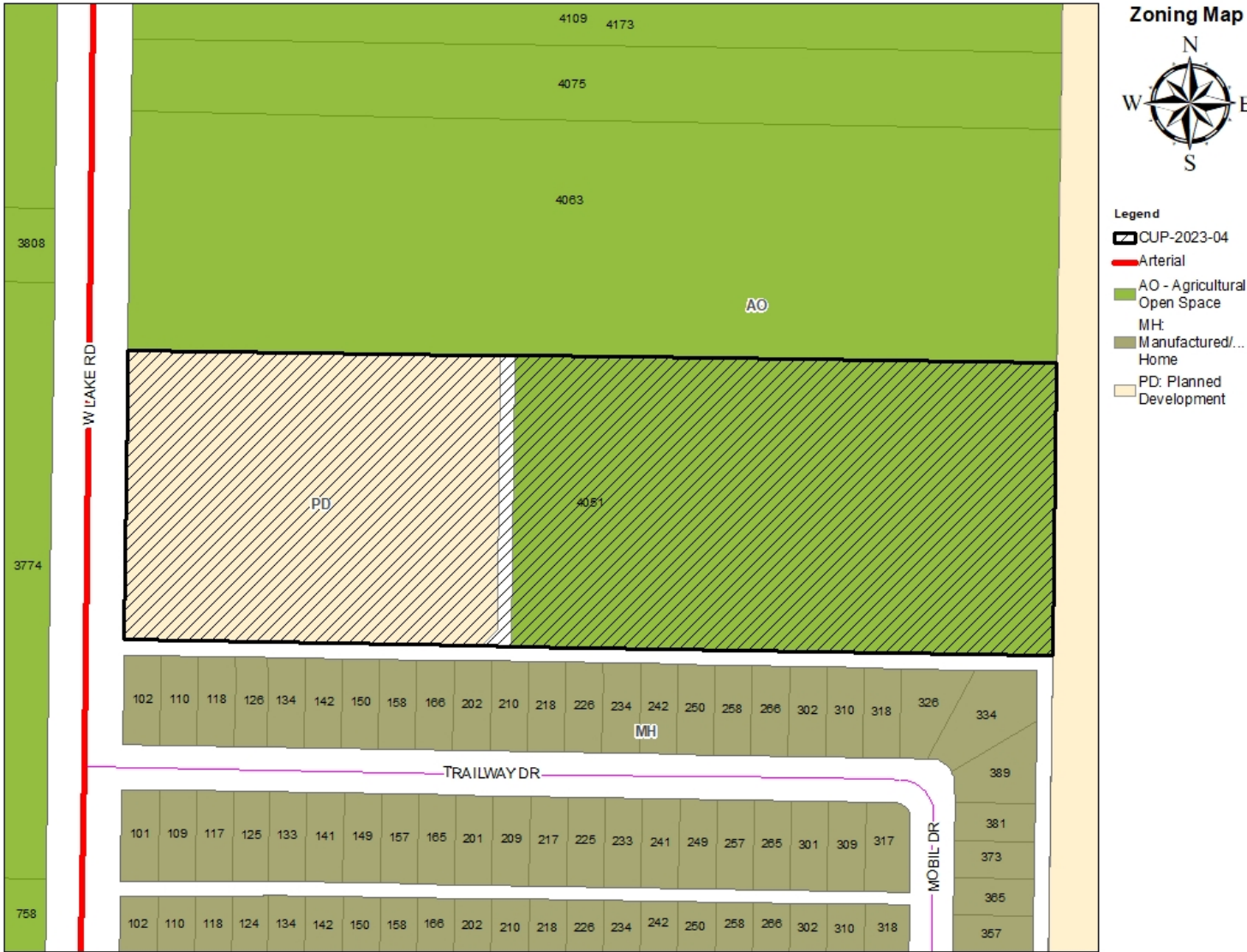


Water, electric, sewer

LOCATION MAP



ZONING MAP





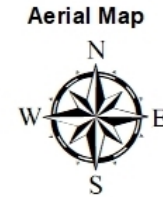
CONDITIONAL USE PERMIT

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



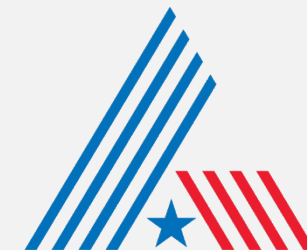


AERIAL LOCATION MAP



Legend

- CUP-2023-04
- CourierParcels



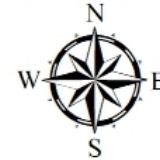
CITY OF
ABILENE
TEXAS



ZONING MAP

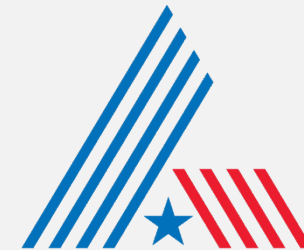


Zoning Map



Legend

- CUP-2023-04
- Arterial
- AO - Agricultural Open Space
- MH: Manufactured/... Home
- PD: Planned Development

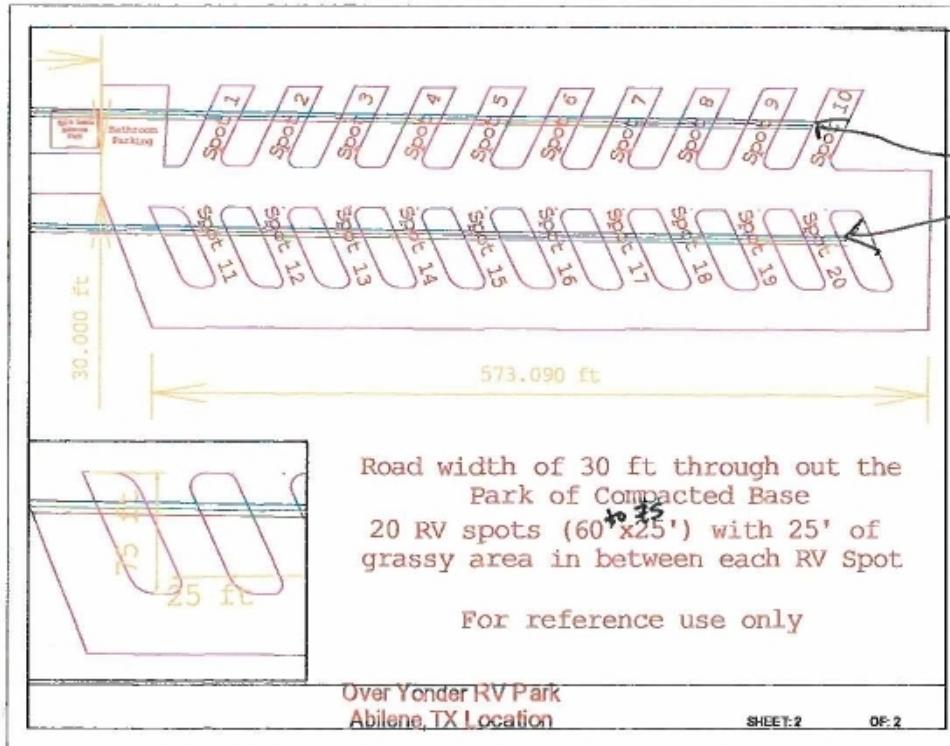


CITY OF
ABILENE
TEXAS



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

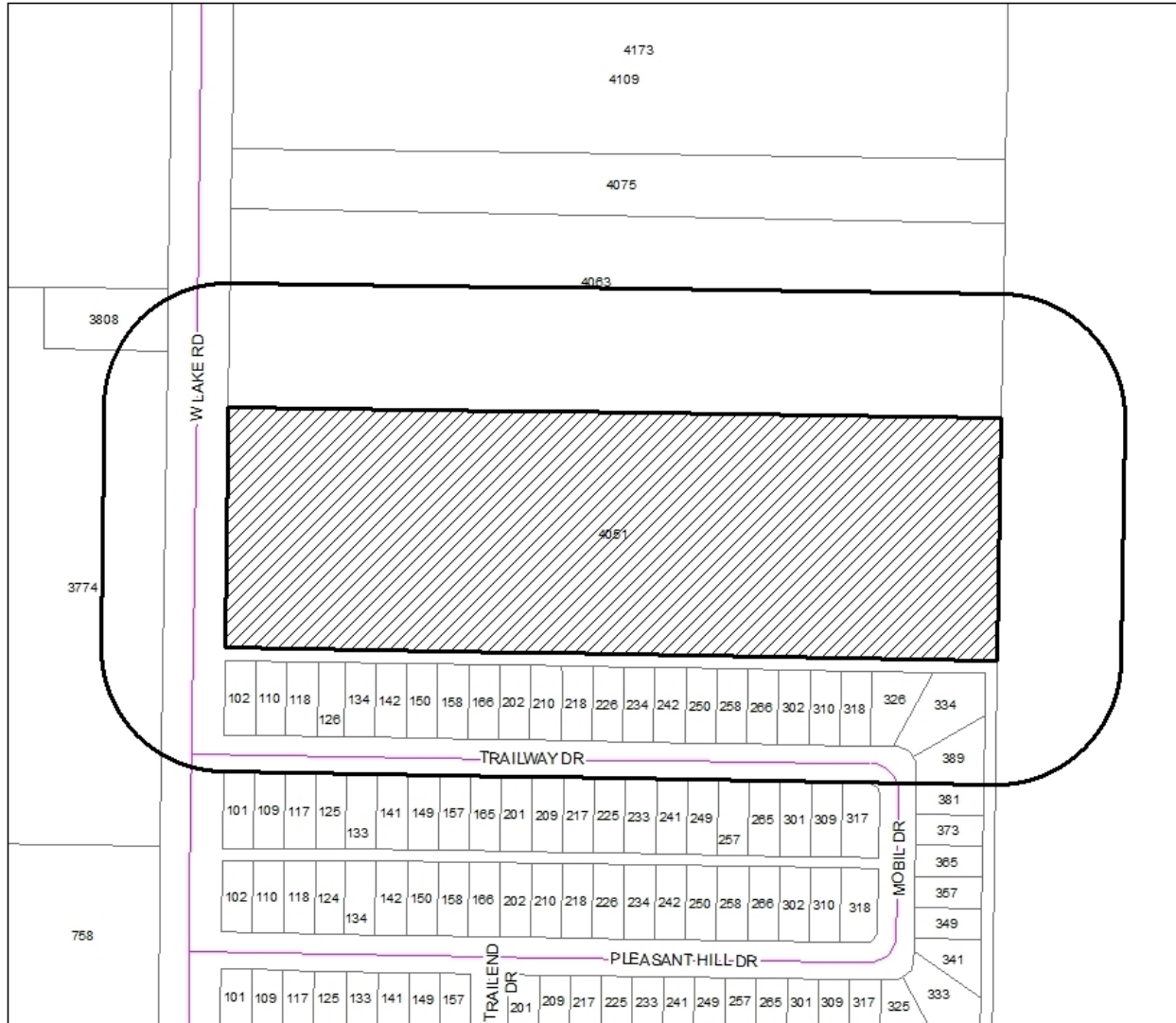


Subject Property





NOTIFICATION AREA MAP



Notification Map



Legend

- CUP-2023-04
- Notification Area

0- In Favor- 
0- Opposed- 





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: 7/13/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **14. Ordinance (Final Reading) Z-2023-15:** Receive a Report, Hold a Discussion and Public Hearing, 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

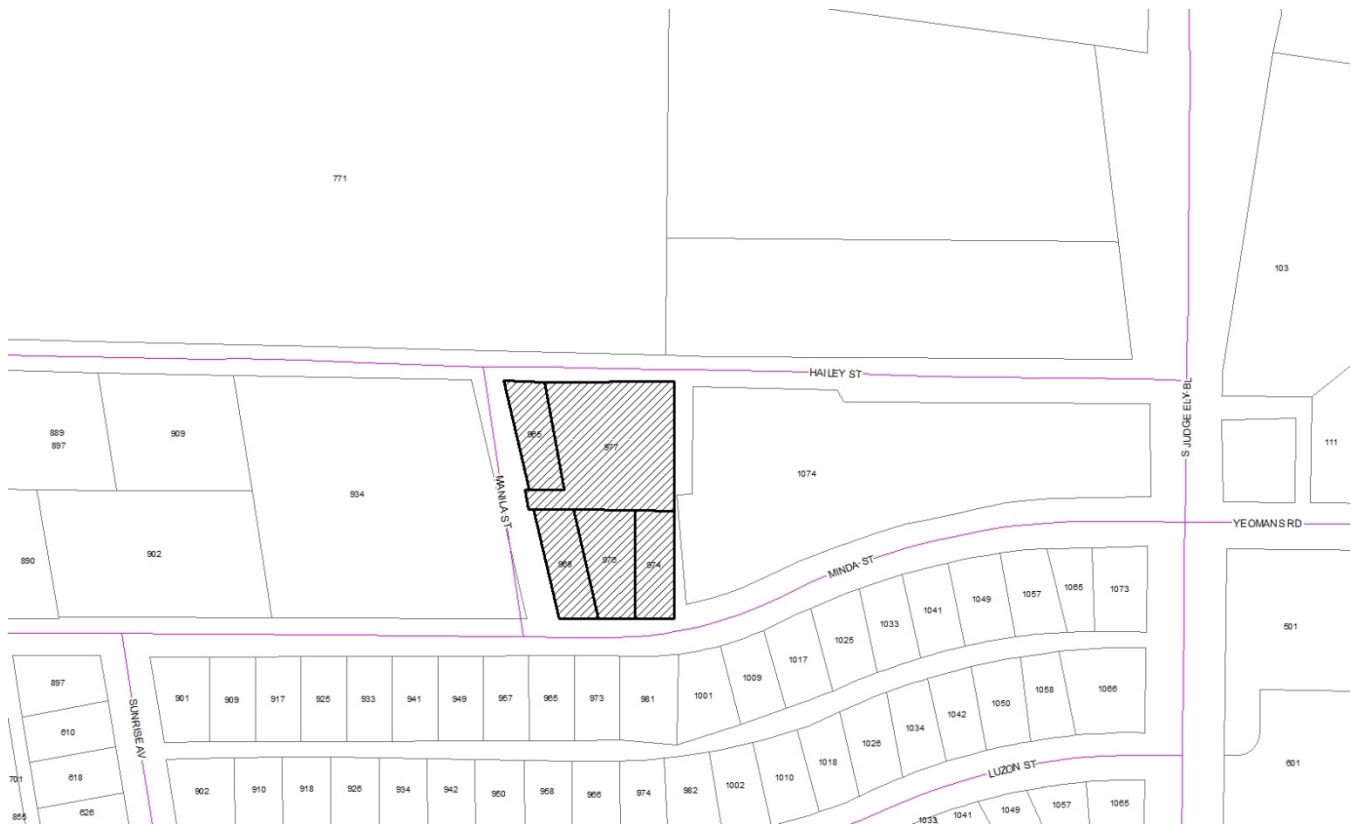
APPROVED:

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

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	

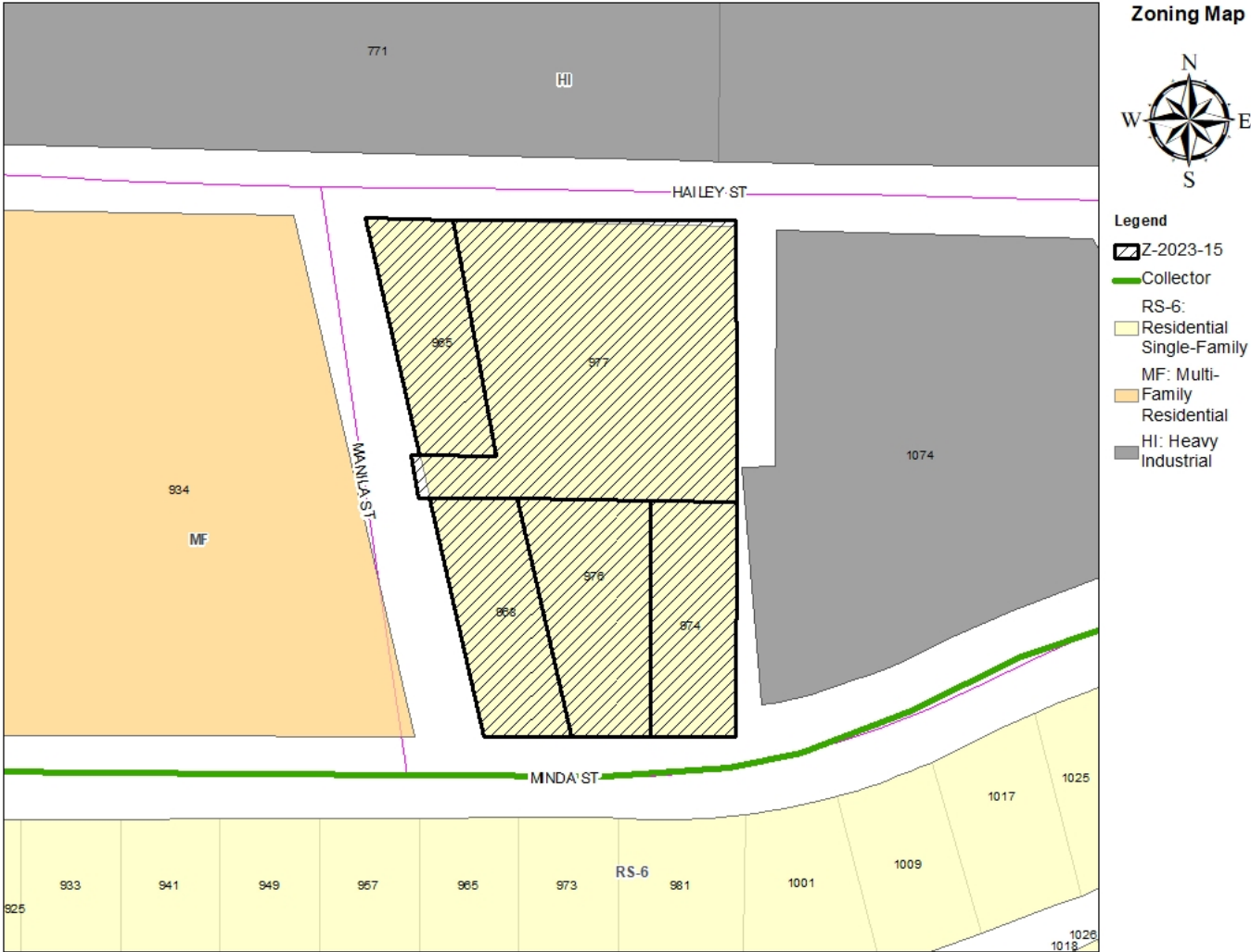
Prop ID

Owner	Property ID	Situs	Response
KING SOLOMON BAPTIST	59145	1074 MINDA ST	
GINDRATT ISIAH JR ET AL	61344	1025 MINDA ST	
TAYLOR LAWANDA	61477	1017 MINDA ST	
EBENGO IBADIYE MAMIE &	61621	1009 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	
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	
HILL CHARLES	64585	982 LUZON ST	
HEGER THOMAS P & YING L	64709	1002 LUZON ST	
RODRIGUEZ LUCILLA	64843	1010 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: 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 LOCATION MAP



Aerial Map



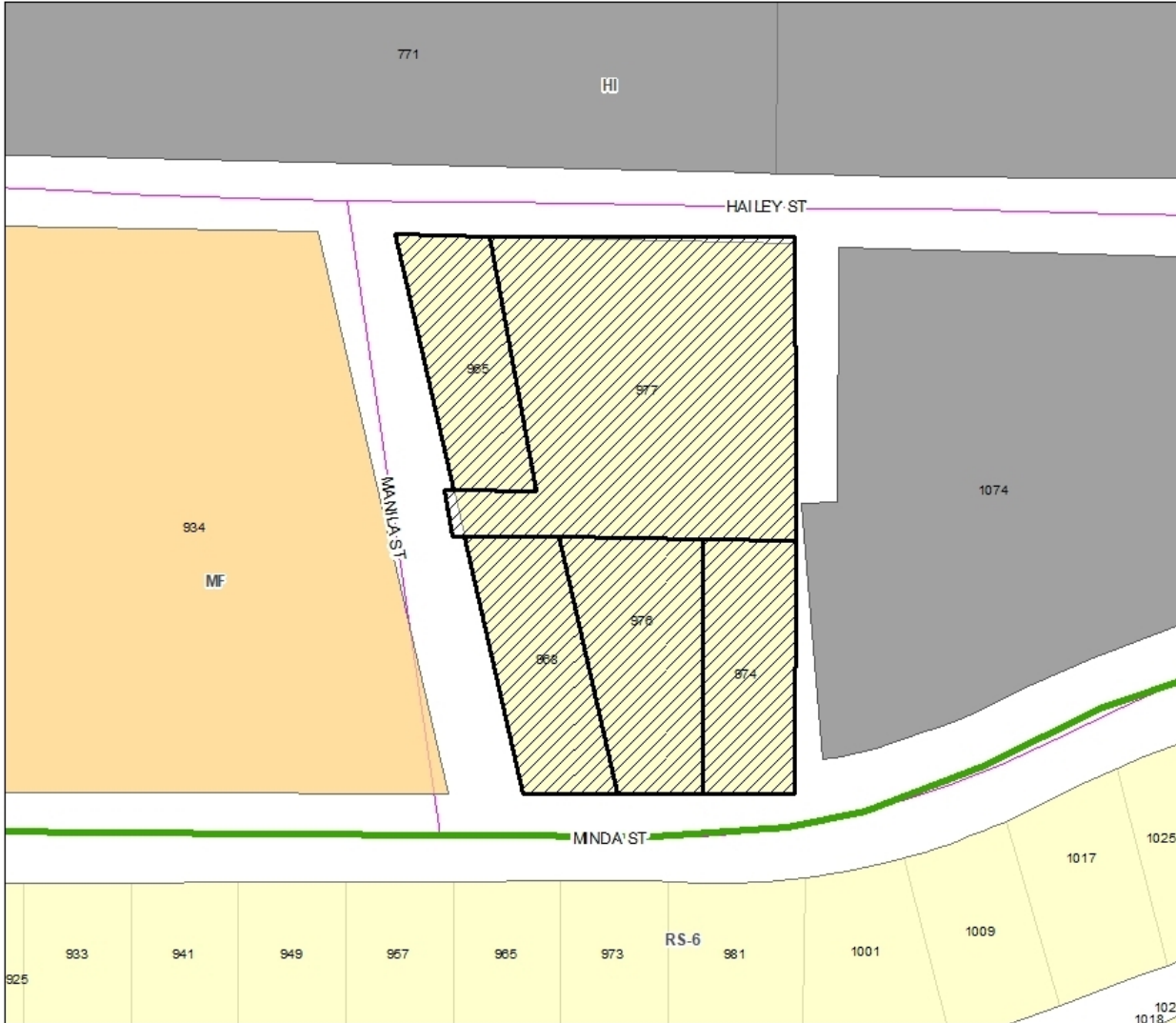
Legend

-  Z-2023-15
-  CourierParcels





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



Subject Property



West Neighboring Property

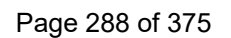
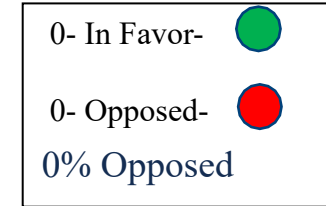


East Neighboring Property



Adjacent Right-of-Way







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: 7/13/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **15. Ordinance (Final Reading) Z-2023-17:** Receive a Report, Hold a Discussion and Public Hearing, 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

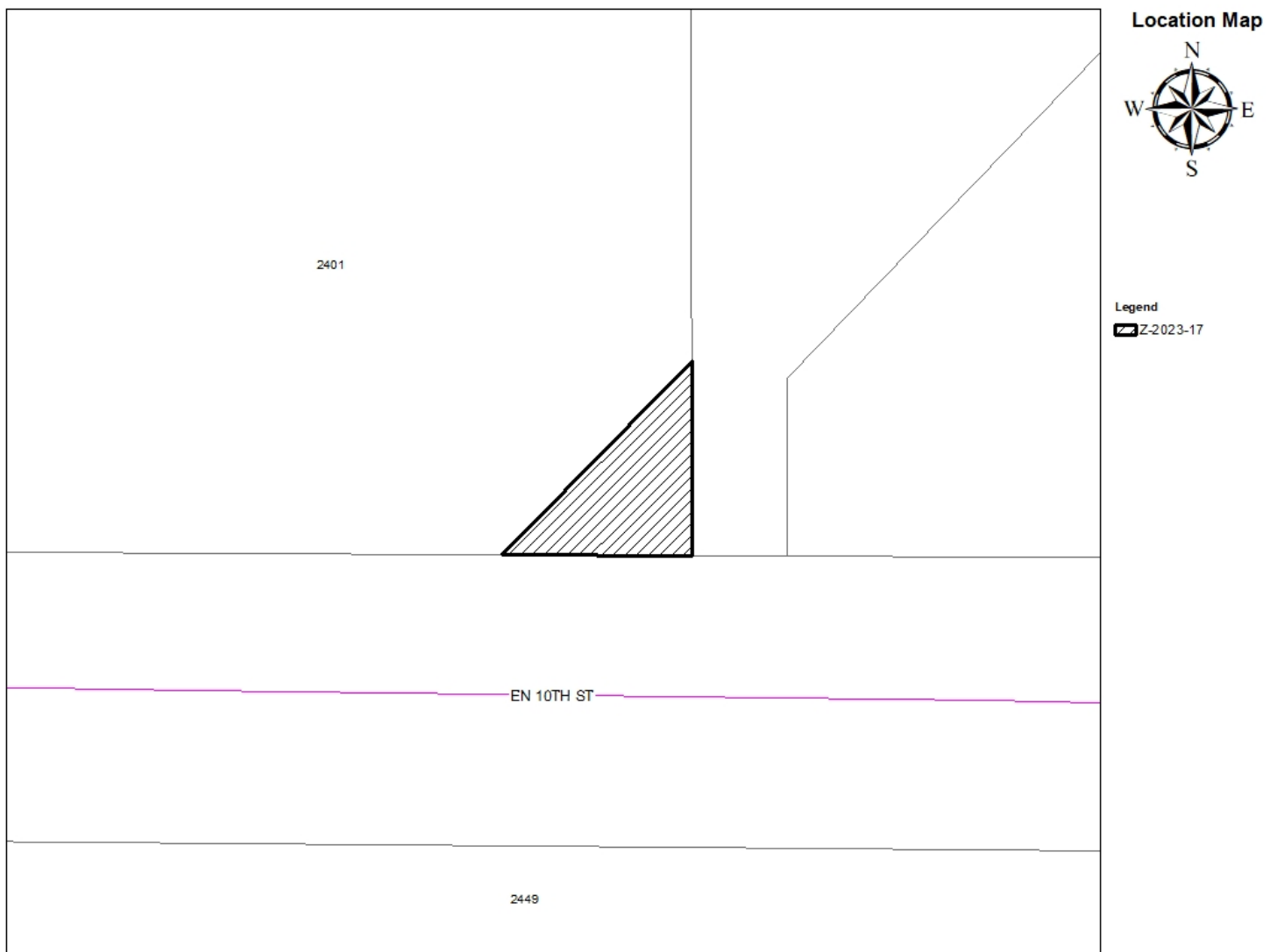
ORDINANCE NO. _____

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

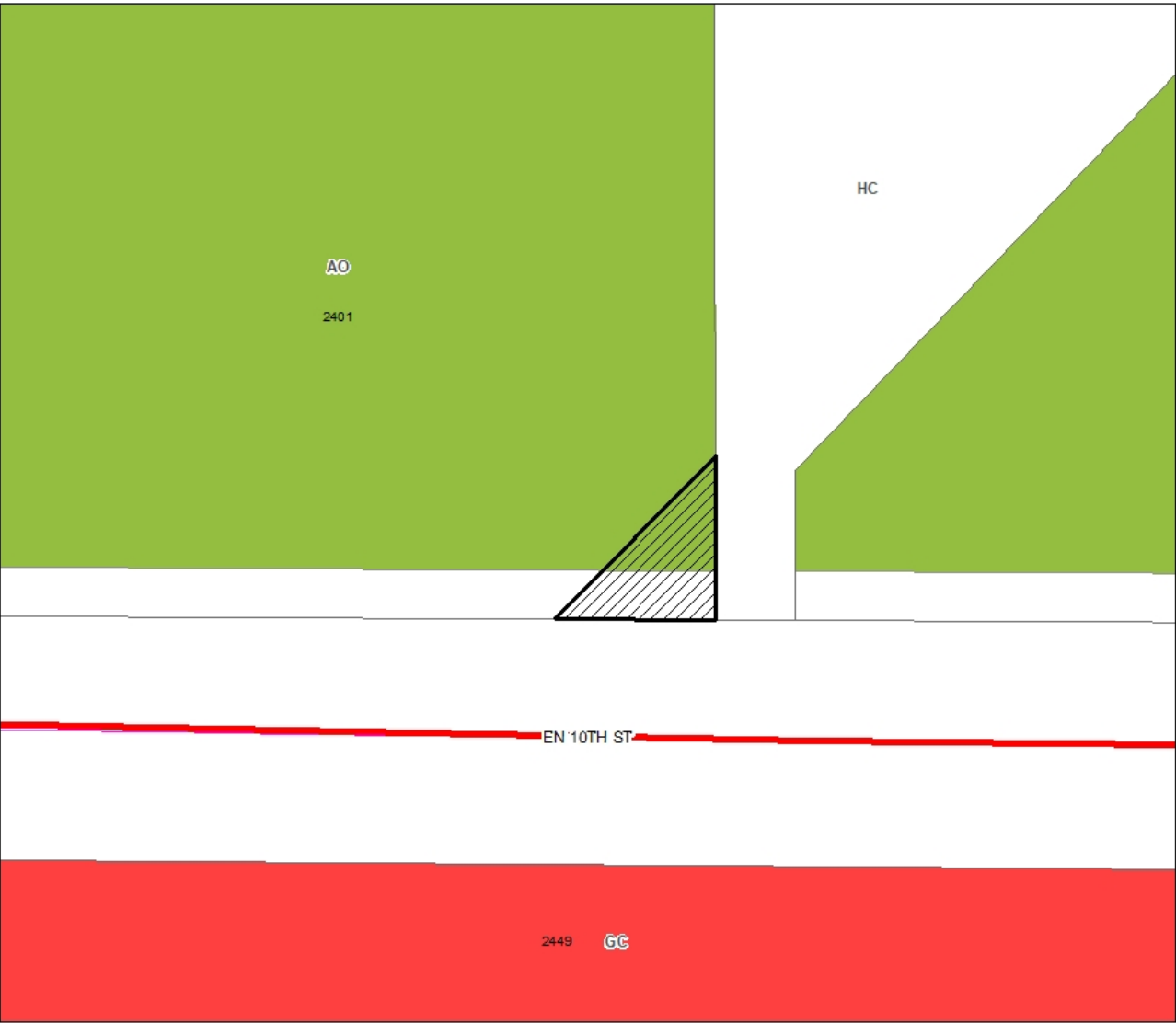
Legend:
O- Opposed
F- In Favor

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

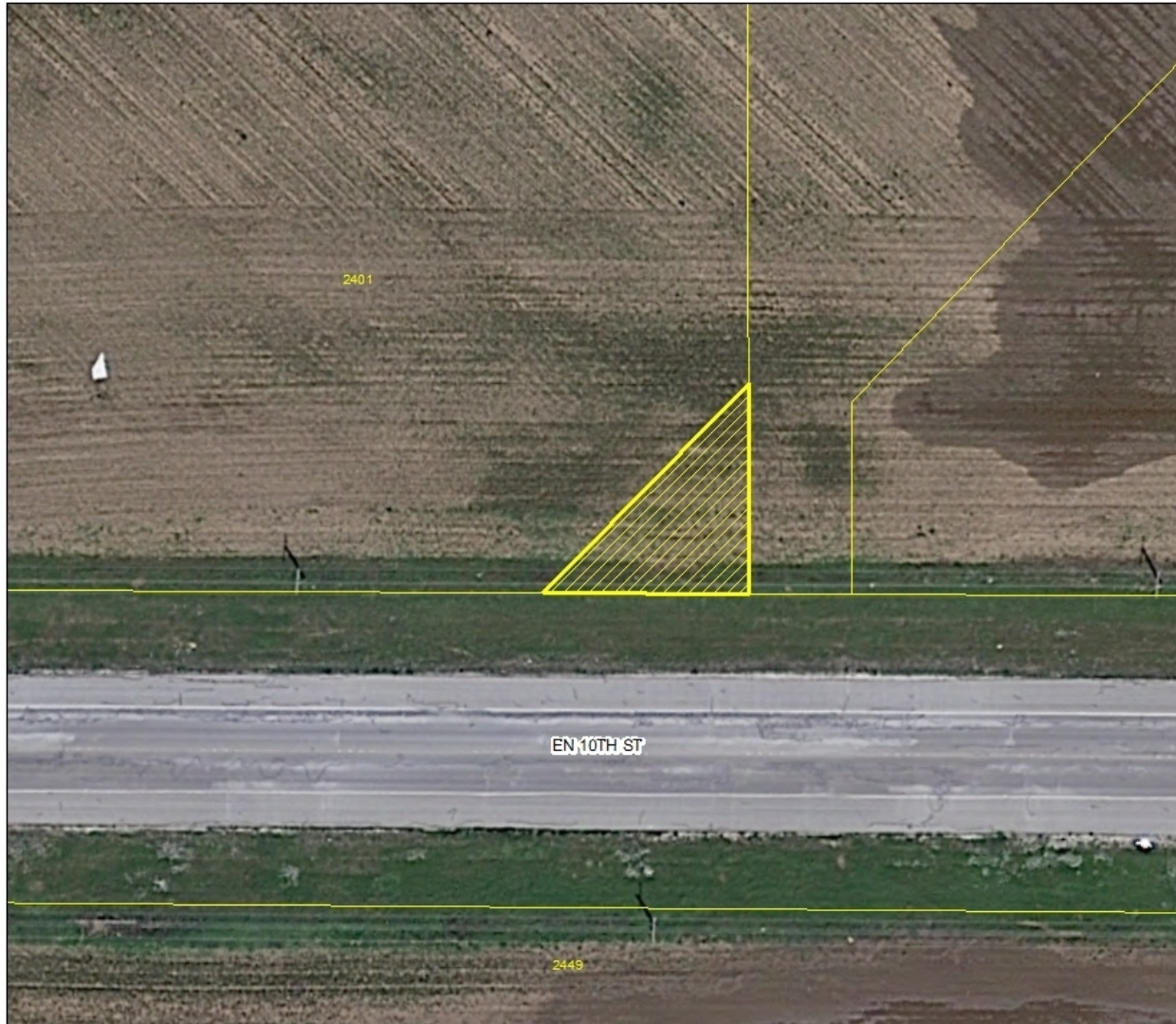
Planning & Zoning: June 6, 2023

Council Hearing: June 22, 2023
July 13, 2023





AERIAL LOCATION MAP



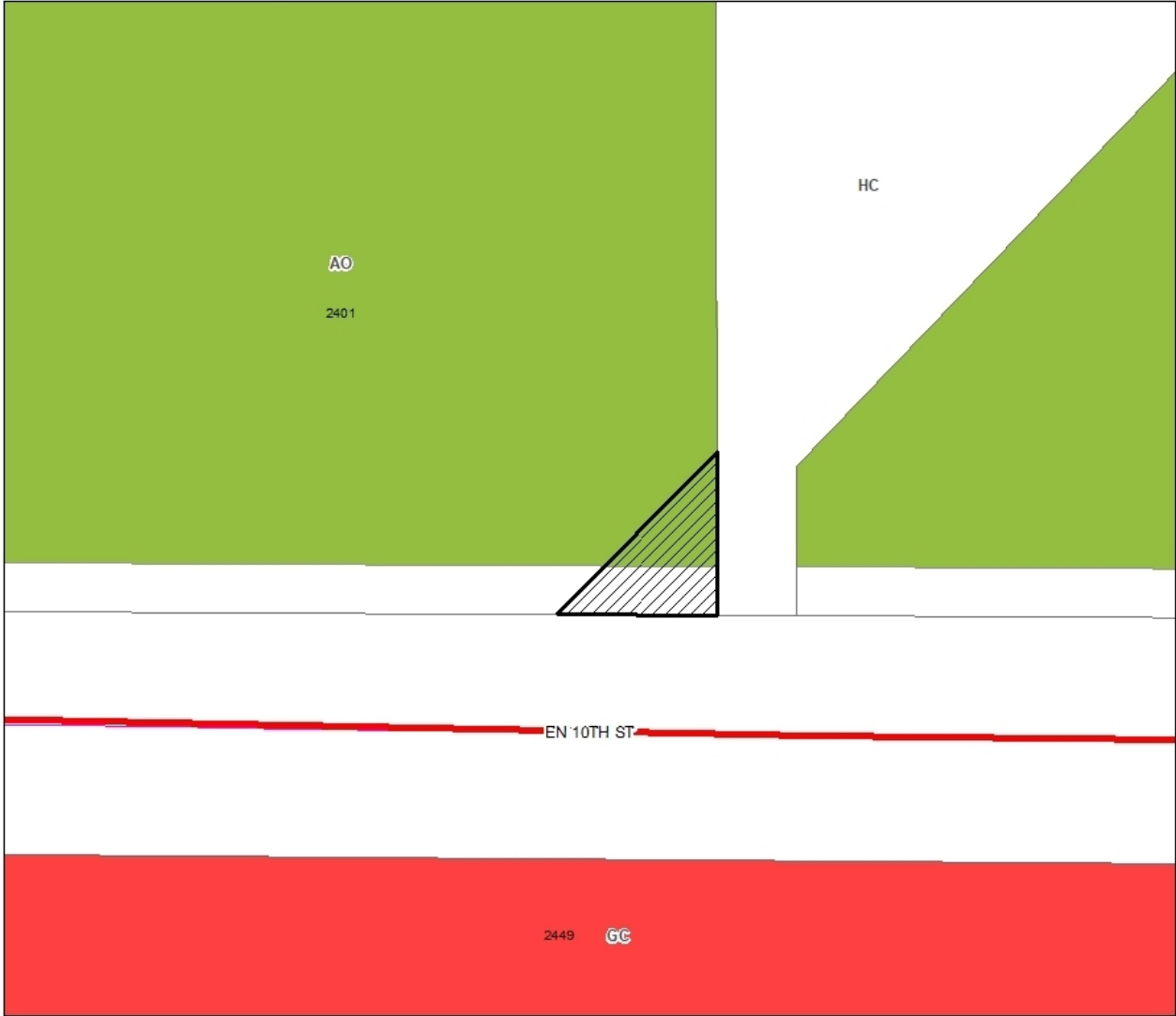
Legend

- Z-2023-17
- CourierParcels





ZONING MAP



Zoning Map



Legend

Z-2023-17

Arterial

AO - Agricultural
Open Space

GC: General
Commercial



CITY OF
ABILENE
TEXAS



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





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

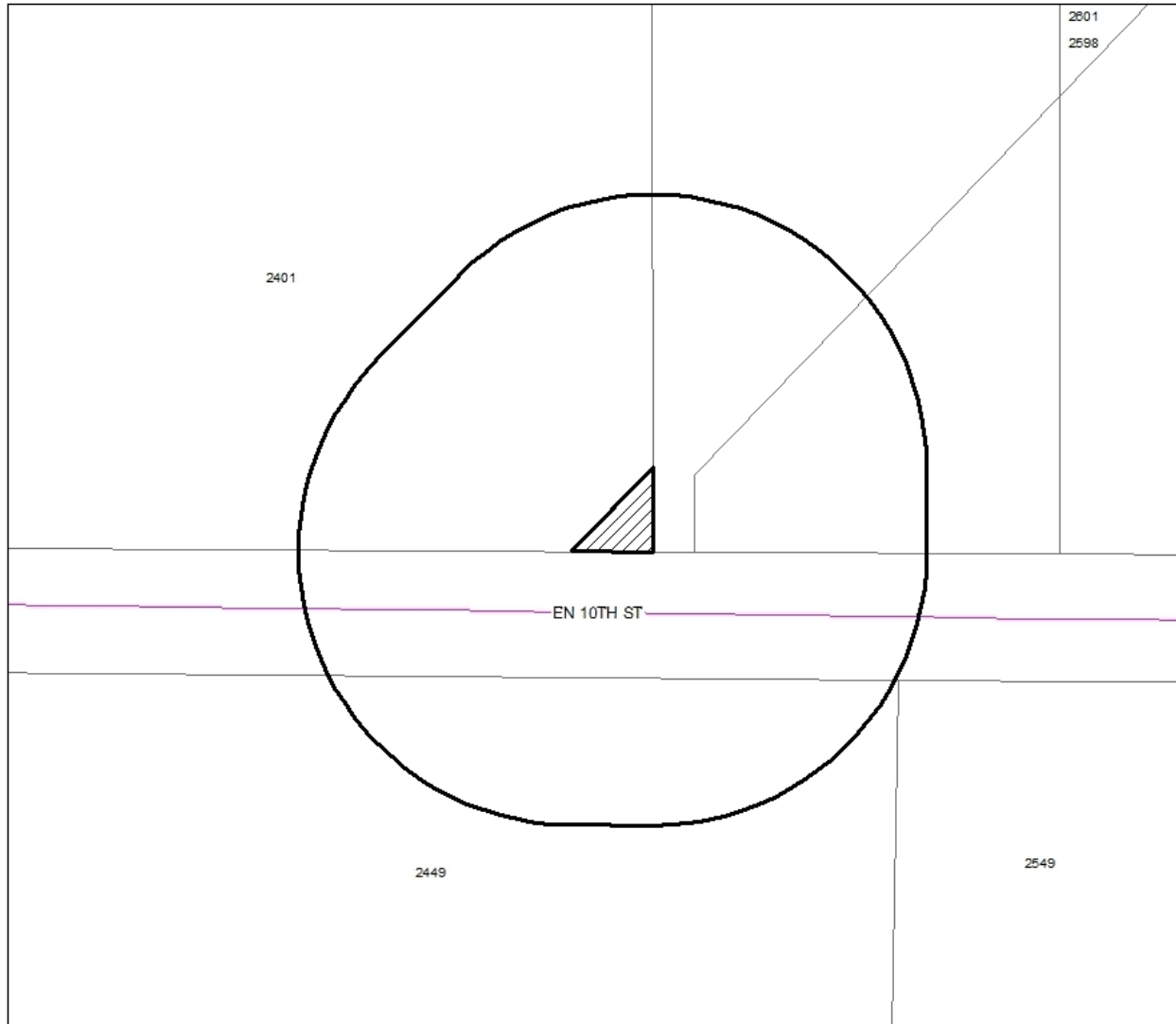
LEGEND

- 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: 7/13/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **16. Ordinance (Final Reading) Z-2023-19:** Receive a Report, Hold a Discussion and Public Hearing, 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;

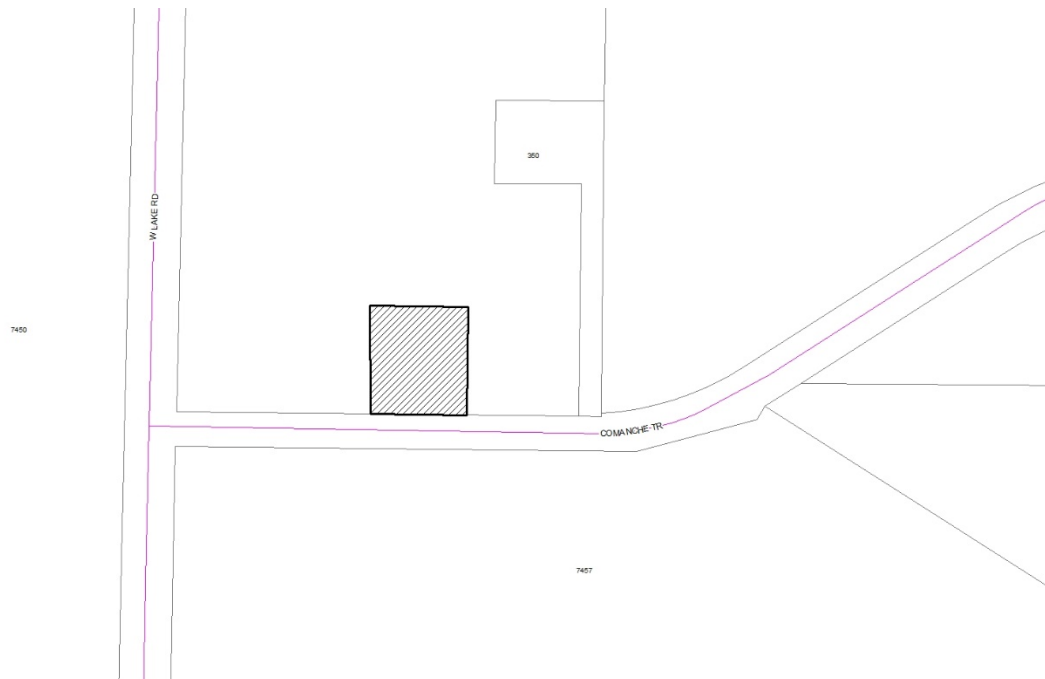
THENCE N89°22'31"W 177.66 feet, along the SBL of said Section 46 and said 24.48 acre tract, to a 3/8" rebar set on the NBL of Comanche Trail, for the southwest corner of this tract, whence a 3/8" rebar found on the NBL of said trail and the EBL of F.M. Highway 600 (100 foot right-of-way - AKA West Lake 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

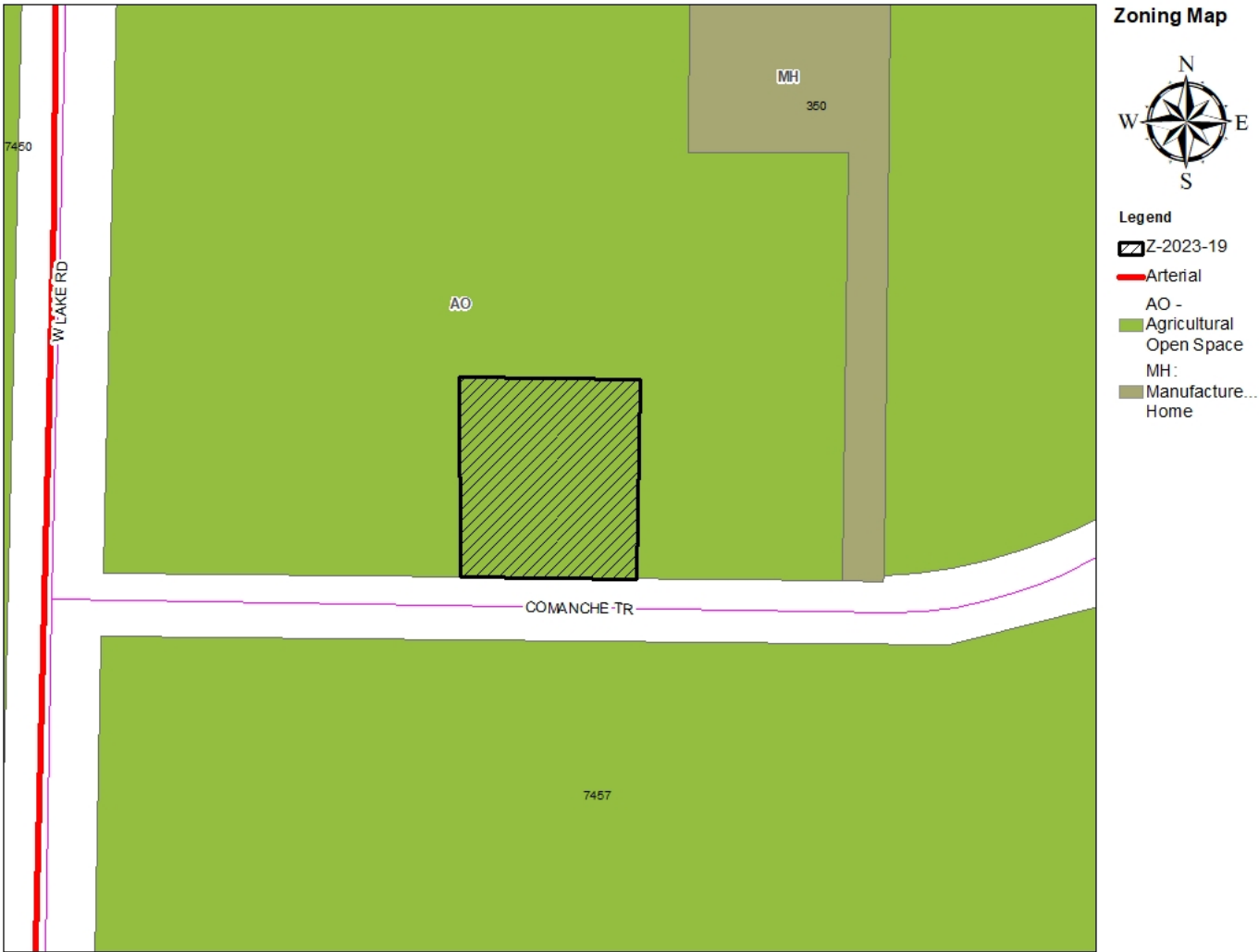
TABLE 1
Owner & Prop ID

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

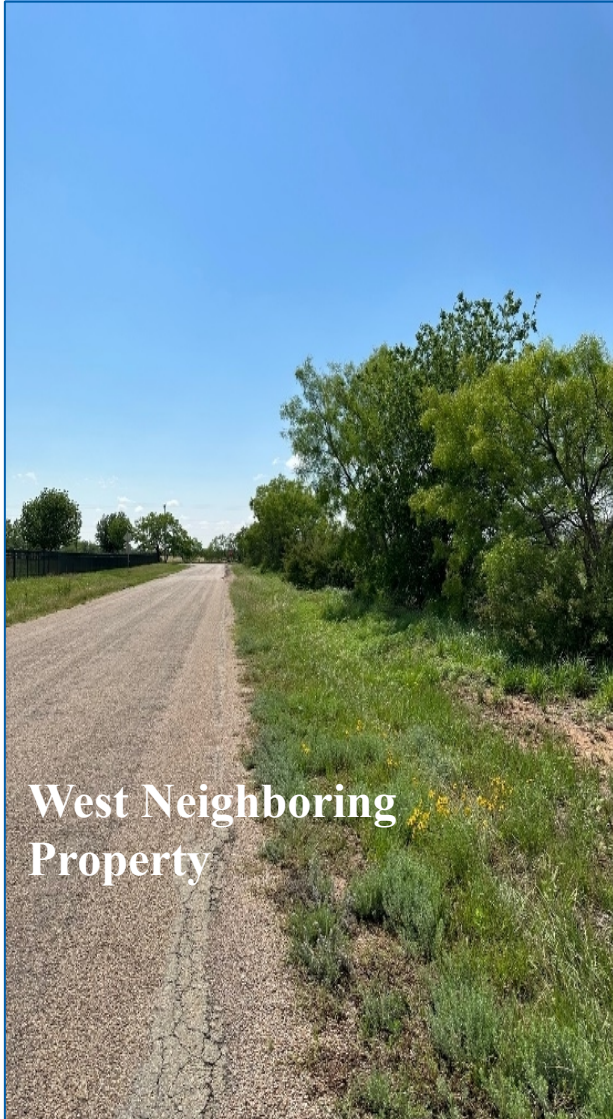
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- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
- C Permitted as a Conditional Use Permit, Requiring Approval by City Council
- TP Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment



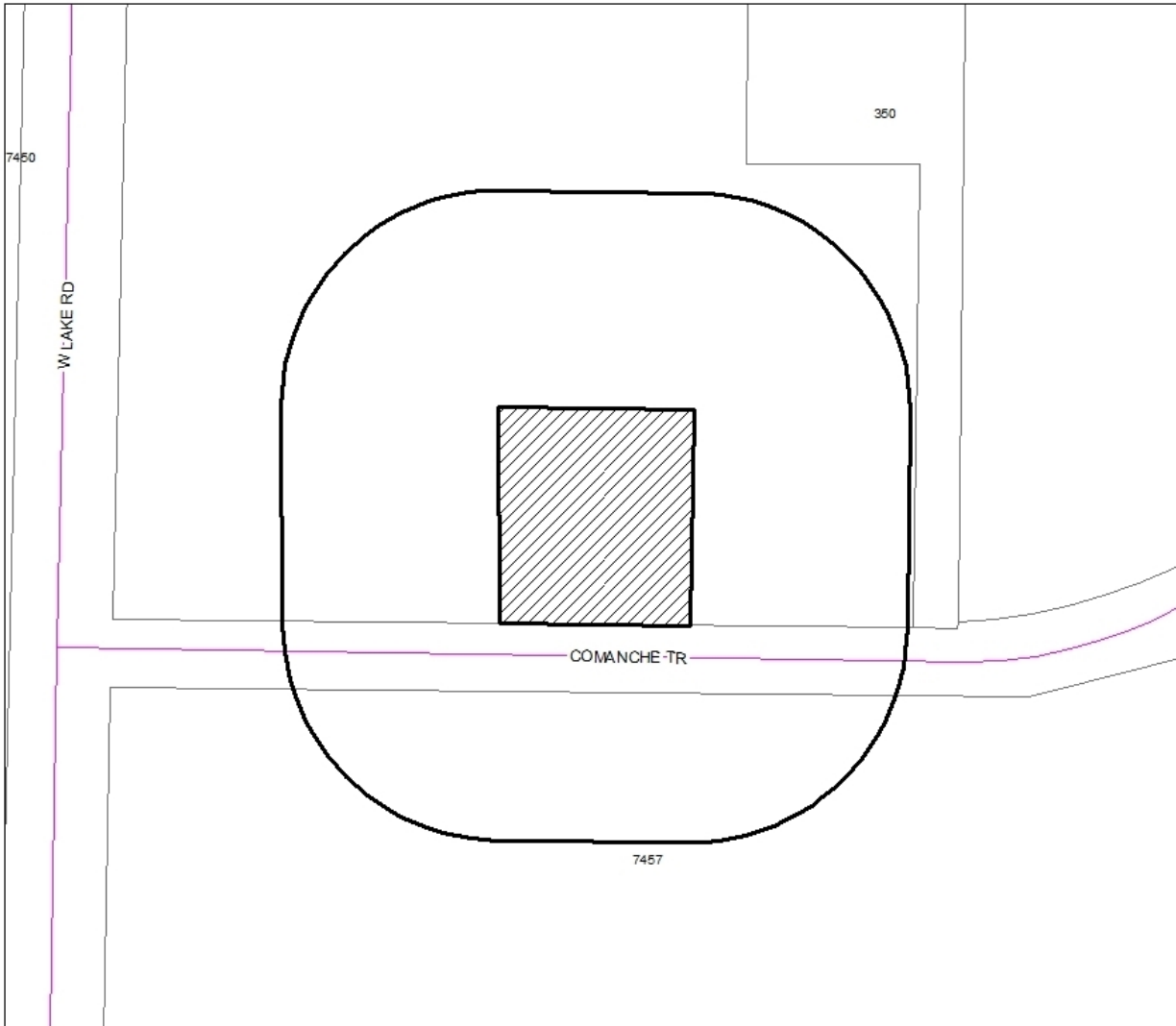


Z-2023-19 VIEWS OF SUBJECT & NEIGHBORING PROPERTIES





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: 7/13/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **17. Ordinance (Final Reading) Z-2023-20:** Receive a Report, Hold a Discussion and Public Hearing, 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	
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ABI 180 LLC	76431	730 N 13TH ST	
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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.

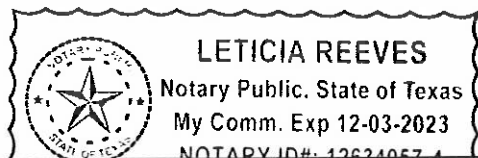
Property Owner's Signature: Petra Ortiz Date: 5-17-23

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 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

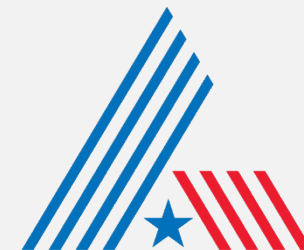


Aerial Map



Legend

-  Z-2023-20
-  CourierParcels



CITY OF
ABILENE
TEXAS



Z-2023-20 ZONING MAP

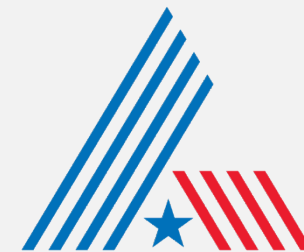


Zoning Map



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: 7/13/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **18. Ordinance (Final Reading) TC-2023-03: Receive a Report, Hold a Discussion and Public Hearing, 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	
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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: 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



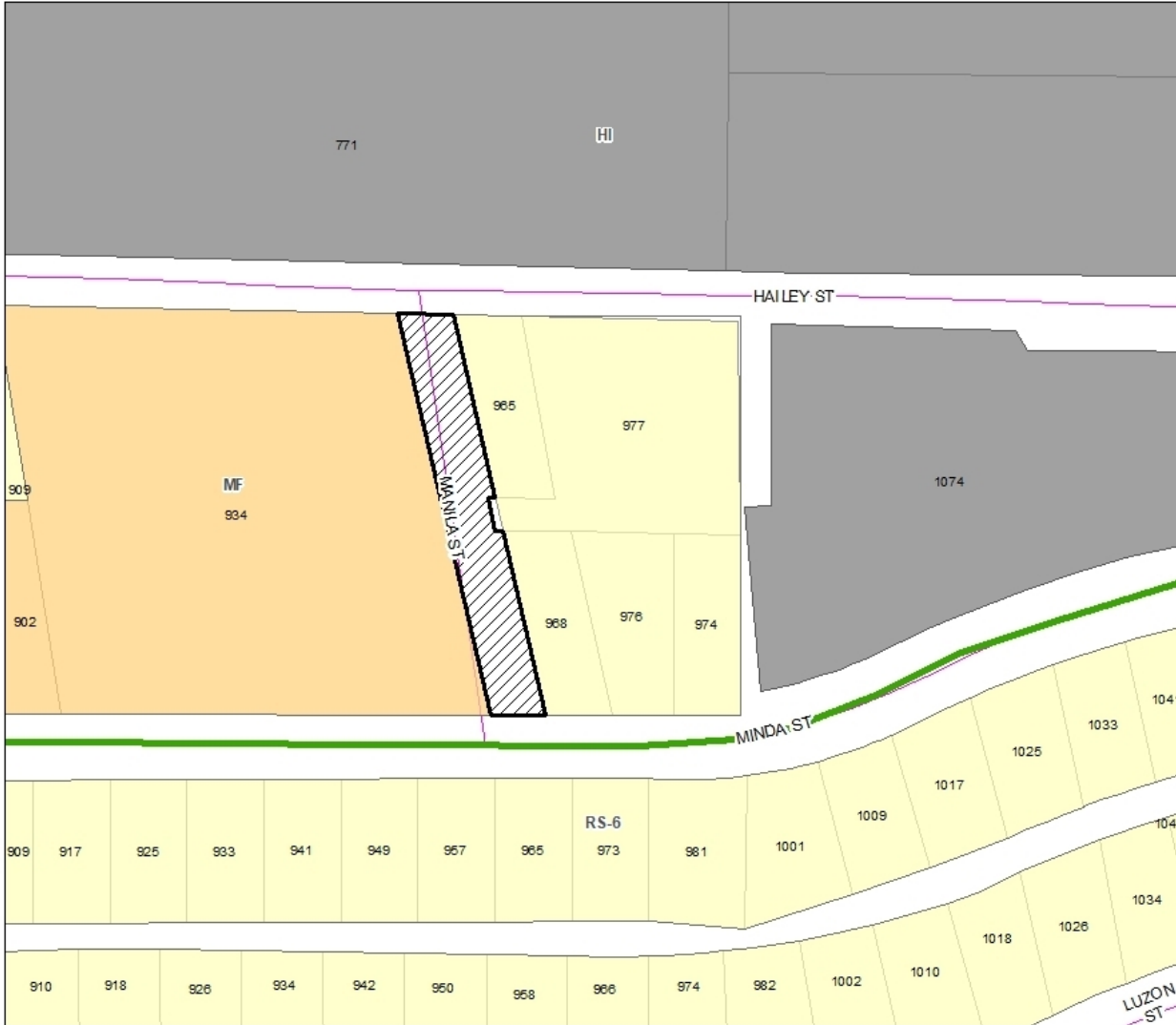
Legend

-  TC-2023-3
-  CourierParcels





TC-2023-03 ZONING MAP



Zoning Map



Legend

- TC-2023-3
- Collector
- RS-6:
Residential
Single-Family
- MF: Multi-
Family
Residential
- HI: Heavy
Industrial

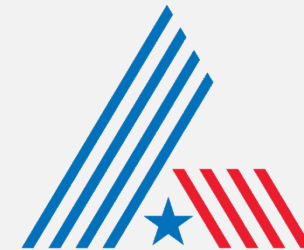




ABILENE, TEXAS

MINDA STREET DEVELOPMENT

MANILA STREET ABANDONMENT

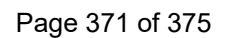
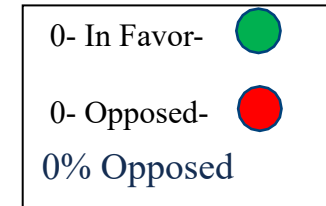


CITY OF
ABILENE
TEXAS



TC-2023-03 VIEWS OF SUBJECT & NEIGHBORING PROPERTIES







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: 7/13/2023

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

B. 551.072 (Deliberations about Real Property)

1. 810 N 6th Street

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

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