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 August 10, 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. Deputy Mayor Pro-tem Lynn Beard

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Service Awards:**

- Emily Bolton - 25 Years - Water Utilities

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

listed on the Council agenda.

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

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special Workshop Meeting July 24, 2023, and the Regular Meeting Held on July 27, 2023 ***(Shawna Atkinson)***

4. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Approve a Lease and Operating Agreement with Josh Rader (dba Bodeg-ish) to Operate a Food and Beverage Concession at Abilene Regional Airport ***(Don Green)***

5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval of FY 2023/2024 One-Year Action Plan for CDBG and HOME Programs ***(Tim Littlejohn)***

6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding Bid #CB-2357 Festival District Project to The Crowe Group, Inc. ***(Max Johnson)***

7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Change Order No. 2 to the Contract with Blackrock Construction for the E.N. 10th and S. Maple Street Utility Improvements (***Rodney Taylor***)

8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Purchase of a Replacement Pump for the Prison Lift Station (***Rodney Taylor***)

9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on the Approval of the 2023-2025 Abilene Professional Firefighters Association Meet and Confer Agreement. ***(Cande Flores)***

10. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending the City Code by Adding Chapter 13, Health & Sanitation, Article VI. "Public Swimming Pools and Spas" ***(Annette Lerma)***

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

11. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the Use of Eminent Domain to obtain a Public Pedestrian Access Sidewalk Easement along East South 11th Street, approximately 0.10 acres total out of the West 100' of Lot 3, Block 191, and Lot 103 Being a Replat of Lot 3, Block 191, Original Town of Abilene, Taylor County, Texas ***(Max Johnson)***

12. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Considering and Adopting a Bond Election to be Held within the City of Abilene, Texas, Making Provisions for the Conduct of the Election, and Enacting Other Provisions Relating to Such Election ***(Robert Hanna)***

13. **Ordinance (Final Reading) CUP-2023-06:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From WV Meridian, LLC To Apply A Conditional Use Permit To Approximately 1.09 Acres On A Site Zoned PDD-130 To Allow An Automobile Wash Which Was Previously Abandoned To Be Reopened. Located At 5190 Buffalo Gap Road. ***(Tim Littlejohn)***

14. **Ordinance (Final Reading) TC-2023-04:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Southside Baptist Church To Abandon An Alley Located At 1425 South 7th Street. ***(Tim Littlejohn)***

15. **Ordinance (Final Reading) TC-2023-05:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Brandon Lee And Mirran Cassidy Caddell to Abandon Hilton Head cul-de-sac, Abilene, Taylor County, Texas. ***(Tim Littlejohn)***

16. **Ordinance (Final Reading) Z-2023-14:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Jose Valenzuela To Change The Zoning Of Approximately 1.95 Acres From Residential Single Family-6 (RS-6) To General Commercial (GC). Located At 1925 Henson Street. ***(Tim Littlejohn)***

17. **Ordinance (Final Reading) Z-2023-21:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From CKG Rentals, LLC, Represented By Jacob & Martin, To Change The Zoning Of Approximately 2.00 Acres From Agricultural Open (AO) To General Commercial (GC). Located At 6010 Highway 277 South. ***(Tim Littlejohn)***

18. **Ordinance (Final Reading) Z-2023-22:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Teartex, LLC To Change The Zoning Of Approximately 6.0 Acres From Heavy Commercial (HC) To Planned Development District 182 To Allow A Vacation Travel Trailer Park In Addition To The Existing Uses Of The Property. Located At 1075 East Highway 80. ***(Tim Littlejohn)***

19. **Ordinance (Final Reading) Z-2023-23:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Industrial Blocks, LLC, Paul Grohman, And Frenchman's Creek Townhome Owners Association, Represented By Jacob & Martin, To Change The Zoning Of Approximately 2.21 Acres From Medium Density Residential (MD) And PDD-45 To Medium Density Residential (MD). Located At 45, 61, And 71 Rue Maison Street. ***(Tim Littlejohn)***

20. **Ordinance (Final Reading) Z-2023-25:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From PB 6950, LLC, Represented By Jacob & Martin, To Change The Zoning Of Approximately 3.6 Acres From Medium Density Residential (MD) And Patio Home (PH) To General Retail (GR). Located At 6817x Horse Head Crossing. ***(Tim Littlejohn)***

21. **Ordinance (Final Reading) Z-2023-27:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Melinda Hill And Rebecca King Represented By Matthew Musechenko To Change The Zoning Of Approximately 3.4 Acres From Agricultural Open To Multi-Family (MF). Located At 2349 And 2333 Huckleberry Lane. ***(Tim Littlejohn)***

BUDGET ORDINANCES

22. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Revised 2022-2023 Budget ***(Mike Rains)***

23. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Proposed 2023-2024 Budget ***(Mike Rains)***

24. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving and Adopting the Proposed 2023-2024 Tax Rates ***(Mike Rains)***

25. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting Fees and Charges for Fiscal Year 2023-2024 ***(Mike Rains)***

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
3. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020

4. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
5. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
6. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
7. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
8. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
9. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
10. The Woodlands Pride, Inc., et al. v. Angela Colmenero, Interim Attorney General of Texas, et al., Case No. 4:23-cv-02847, In the United States District Court, Southern District of Texas, Houston Division, filed August 2, 2023
11. Possum Kingdom Discharge Permit
12. Eminent Domain - North First Street Sidewalks

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)
1. City Council may consider appointment, employment, compensation, reassignment, duties, discipline, or dismissal of public officers or employees, City Manager, City Attorney, Municipal Court Judge, City Secretary, and City Board and Commission Members
2. City of Abilene Boards & Commissions May be Discussed, as needed for (re)appointment

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

REGULAR AGENDA

27. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Enter Into an Option Agreement with Garfield Clean Energy, LLC for the Option to Lease Real Property for the Purpose of Constructing a Solar Plant ***(Robert Hanna)***

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 4th day of August, 2023, at 1:35 p.m.

Shawna Atkinson, TRMC, CMC
City Secretary

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special Workshop Meeting July 24, 2023, and the Regular Meeting Held on July 27, 2023 *(Shawna Atkinson)***

GENERAL INFORMATION

Approval of the Minutes from the Special Workshop Meeting July 24, 2023, and the Regular Meeting Held on July 27, 2023

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 07-24-2023 Minutes - Special Budget

2. 07-27-2023 Minutes - Regular - Morning

SPECIAL CALLED MEETING
BUDGET WORK SESSION
July 24, 2023 at 9:00 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 a Special Called Meeting on July 24, 2023, at 9:00 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, and Kyle McAlister. Councilmember Travis Craver joined the meeting at 9:13 a.m. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Kyle McAlister delivered the invocation, and led the Pledge of Allegiance to the Flags of the United States of America and the State of Texas.

Mayor Hurt outlined the agenda for the morning.

PUBLIC COMMENTS

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

- Bryan Nelson

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

BUDGET WORKSHOP

2. Staff Presentation on Revised FY 2022-2023 and Proposed FY 2023-2024 Budgets
Complete Budget Review

City Manager Hanna provided the overview of the proposed schedule for budget work sessions

• Budget Workshop	July 24
• First Reading 2022-2023 Revised Budget	
• First Reading 2023-2024 Budget	
• First Reading Tax Rate	
• First Reading Fee Schedule	
• Public Hearing and Adoption of:	August 10 – Regular Council Meeting
• 2022-2023 Revised Budget	
• Tax Rate	
• 2023-2024 Budget	
• Fee Schedule	

The Revised FY 2022-2023 and Proposed FY 2023-2024 Budgets information was as follows:

General Fund – Budget Summary

	ACTUAL 2021-2022	APPROVED 2022-2023	REVISED 2022-2023	PROPOSED 2023-2024
Revenues				
Taxes & Franchises	$ 98,344,344	$ 103,519,237	$ 105,880,090	$ 112,310,090
Licenses & Permits	2,063,255	1,434,480	1,505,830	1,296,980
Intergovernmental Revenue	4,604,442	42,560	105,766	45,465
Charges for Services	3,137,218	2,257,864	1,598,372	1,549,062
Fines	1,010,454	928,020	1,125,450	1,124,450
Miscellaneous Revenue	8,973,371	9,603,116	12,654,329	12,931,498
Transfers In	3,996,151	3,562,040	2,580,000	2,578,000
Total Revenues	122,129,235	121,347,317	125,449,837	131,835,545
Expenditures				
Personnel Services	80,906,949	85,869,287	84,875,760	90,879,397
Supplies	3,164,917	3,367,722	3,153,166	2,970,034
Maintenance	1,925,005	1,823,653	1,903,101	1,962,955
Other Services & Charges	16,075,980	17,839,360	19,362,128	22,760,701
Capital Expenditures	20,850	23,992	29,992	-
Transfers Out	15,840,195	12,423,303	20,880,325	13,122,045
Total Expenditures	117,933,896	121,347,317	130,204,472	131,695,132
Net Revenues Over (Under) Expenditures	4,195,339	-	(4,754,635)	140,413
Fund Balance Beginning	30,890,127	30,894,328	35,085,466	30,330,831
Fund Balance Ending	$ 35,085,466	$ 30,894,328	$ 30,330,831	$ 30,471,244

General Fund - FY 2023 Revised Key Revenue Changes from FY 2023 Approved Budget

• Sales tax	Increase in receipts	$2,567,790
• Franchise fees	Increase in gas franchise fee	454,670
• Other taxes	Remove Lancium payment in lieu	(485,607)
• Animal service charges	Transition to All Kinds initiative	(227,064)
• Adventure Cove charges	Transition to Sports Facilities	(489,736)
• Municipal Court fines	Increase in citations	197,430
• Investment earnings	Higher interest rates	1,985,933
• Recoveries of expenditures	Metrocare dispatch fee	750,000
• Transfers in	Remove Hotel Occupancy Tax transferred to General Fund as part of ASM Global transition	(982,040)
• All other changes		331,144
• **Total increase in revenues**		**$4,102,520**

General Fund - FY 2023 Revised Key Expenditure Changes from FY 2023 Approved Budget

• Personnel services	Savings from vacancies, and managed services	($1,349,910)
	Increase in overtime	668,165
• Other services & charges	Transition to managed services for Animal Services & Aquatics	1,574,369
• Transfers out	FY 2022 Excess year end funds & FY 2023 revenue increases & expenditure savings transferred to Minor Improvement Fund	8,823,934
• All other changes		(859,403)
• **Total increase in expenditures**		**$8,857,155**

General Fund - FY 2024 Key Revenue Changes from FY 2023 Revised Budget

• Property tax	15% increase in net taxable values offset by lower tax rates	$4,961,470
• Sales tax	2% increase	917,530
• Interfund franchise tax	Increase in utility revenues	646,440
• Indirect cost recovery	Indirect cost change in funding based on indirect cost plan & full year of indirect charges to FTA	524,463
• Miscellaneous recoveries	12 months of dispatch services for MetroCare	(300,000)
• All other revenue changes		(364,195)
• **Total increase in revenues**		**$6,385,708**

General Fund - FY 2024 Key Expenditures Changes from FY 2023 Revised Budget

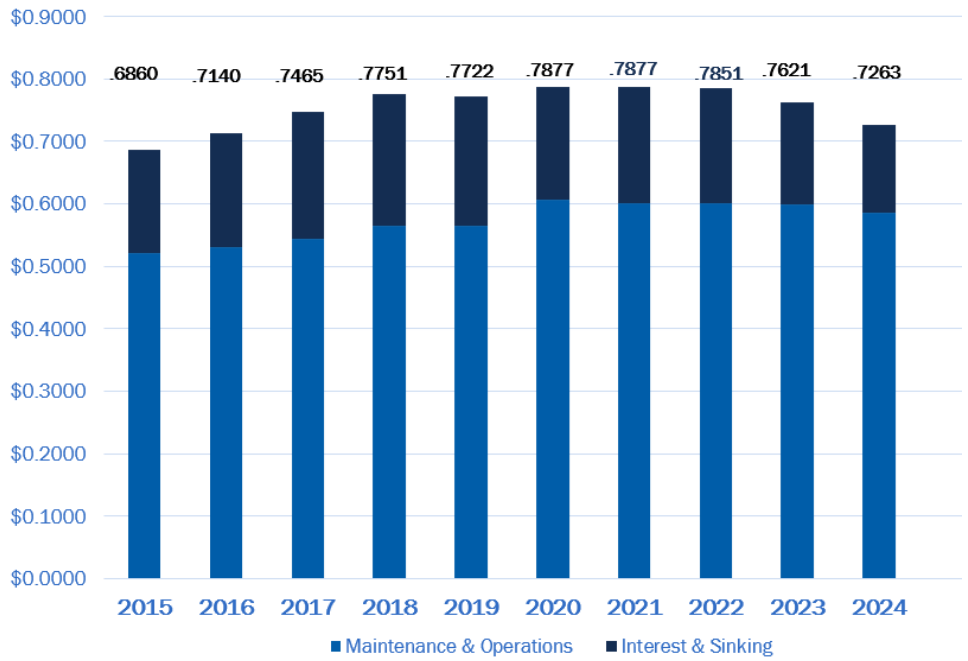
• Personnel Services	Increase to 94% of market or 3%	$2,524,760
	Meet & confer payroll increase	2,668,956
• Other Services & Charges	Single family residence infill development	1,000,000*
	Increase in Fleet Services Fund charges	811,271
	Increase in Technology Fund charges	1,213,904
• Transfers Out	Decrease in Minor Improvement Fund	(6,484,266)
	Decrease in Street Maintenance Fund	(1,027,665)
	Decrease in Self Insurance Fund	(503,220)
• All other expenditure changes		1,286,920
• Total increase in expenditures		$1,490,660

* More to come on infill program at the end of this presentation.

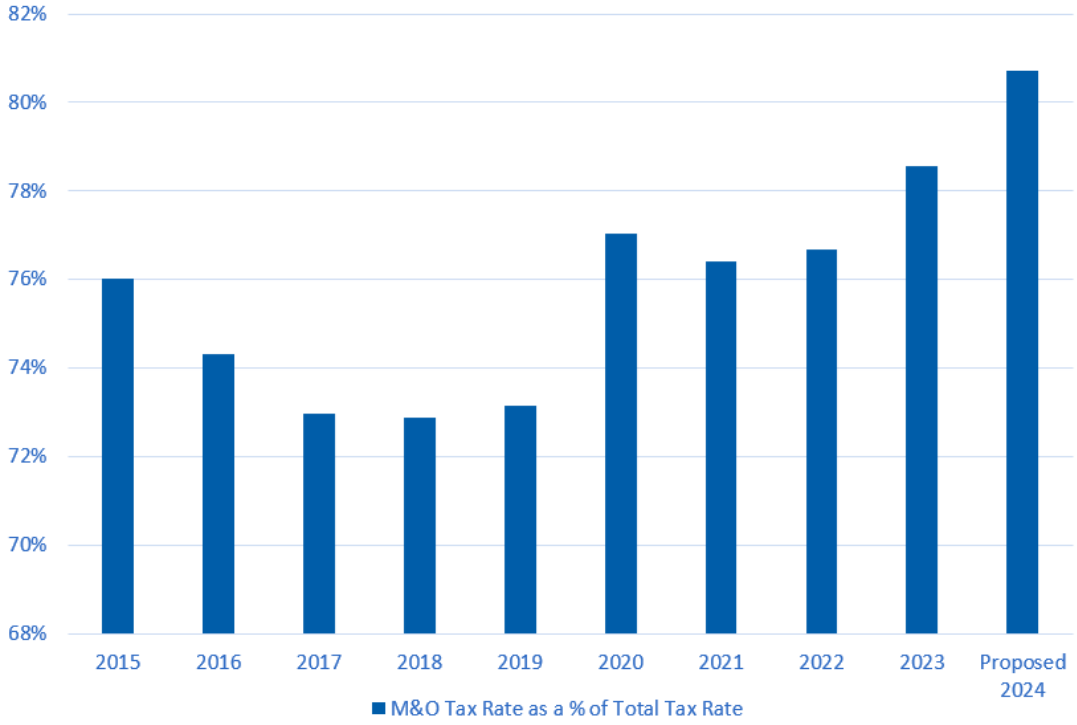
Schedule of Tax Rate Per $100 Assessed Valuation FY 2015-FY 2024

Fiscal Year	General Operating	General Debt Service	Total Tax Rate
2015	.5215	.1645	.6860
2016	.5306	.1834	.7140
2017	.5448	.2017	.7465
2018	.5648	.2103	.7751
2019	.5648	.2074	.7722
2020	.6069	.1808	.7877
2021	.6019	.1858	.7877
2022	.6019	.1832	.7851
2023	.5988	.1633	.7621
2024	.5863	.1400	.7263

Historical Tax Rates Per $100 Valuation



Maintenance & Operations Tax Rate as a Percentage of the Total Tax Rate



Water & Sewer Operating Fund – Budget Summary

	ACTUAL 2021-2022	APPROVED 2022-2023	REVISED 2022-2023	PROPOSED 2023-2024
Revenues				
Charges for Services				
Water Charges	$ 49,773,140	$ 48,830,711	$ 55,643,237	$ 52,707,400
Sewer Charges	16,351,627	17,240,280	17,240,280	19,355,280
Other Miscellaneous Charges	983,812	1,462,230	1,462,230	1,462,230
Miscellaneous Revenue				
Investment Income	203,234	157,060	961,810	961,810
Rents And Royalties	69,668	82,910	99,457	82,910
Recoveries Of Expenditures	200,523	129,690	129,690	129,690
Other Miscellaneous Revenue	115,024	5,130	173,241	5,130
Transfers In	91,458	-	-	-
Total Revenues	67,788,485	67,908,011	75,709,945	74,704,450
Expenditures				
Water Administration	2,548,785	2,805,371	2,853,484	3,258,740
Customer Service	2,834,656	3,951,502	4,148,346	5,582,356
Water Production	8,422,204	7,967,023	8,242,950	8,536,903
Water Treatment	6,378,227	7,268,039	9,317,109	8,879,854
Water Distribution	7,304,683	7,997,158	8,416,732	8,982,433
Wastewater Collection	2,430,082	2,490,589	2,463,277	2,578,025
Wastewater Treatment	4,083,260	4,584,359	4,729,371	4,727,143
Environmental Lab	1,671,853	2,077,661	2,069,050	2,012,187
Utility Special Services	31,583,941	34,056,420	34,150,120	36,342,690
Total Expenditures	67,257,691	73,198,122	76,390,439	80,900,331
Net Revenues Over (Under) Expenditures	530,794	(5,290,111)	(680,494)	(6,195,881)
Fund Balance Beginning	27,260,000	22,154,409	27,790,794	27,110,300
Fund Balance Ending	$ 27,790,794	$ 16,864,298	$ 27,110,300	$ 20,914,419

Water & Sewer Operating Fund
FY 2023 Revised Revenue Changes from Original FY 2023 Budget

• Charges for services	Increase in estimated usage	$6,812,526
• Investment income	Increase in rates	804,750
• All other revenue changes		184,658
• Total increase in revenues		$7,801,934

Water & Sewer Operating Fund
FY 2023 Revised Expenditure Changes from Original FY 2023 Budget

• Supplies	Chemical supply cost increase	$2,048,912
• Other services & charges	Electricity	612,910
• All other expenditure changes		530,495
• Total increase in expenditures		$3,192,317

Water & Sewer Operating Fund
FY 2024 Revenue Changes from FY 2023 Revised Budget

• Charges for services	Increased rates in conjunction with Water Rate Study offset by lower estimated usage	($820,837)
• All other revenue changes		(184,658)
• Total decrease in revenues		($1,005,495)

Water & Sewer Operating Fund
FY 2024 Expenditure Changes from FY 2023 Revised Budget

• Personnel services	Increase to 94% of market or 3%	$847,022
• Supplies	Estimated cost decrease in chemical supplies	(686,105)
• Other services & charges	Increase in franchise tax payment	550,320
	Increase in Technology Fund charges	392,826
• Transfers out	Increase to Utility Capital Development Fund	1,174,295
	Increase to Capital Project Fund	1,500,000
• All other changes in expenditures		731,534
• Total increase in expenditures		$4,509,892

City of Abilene Water Utilities - 2024 CIP 5 YR. PLAN

PROJECT YEAR	PROJECT #	PROJECT DESCRIPTION		COST ($ MILLION)
2023	80700121	Hamby WWTP Phase II MBR Expansion	$6.00	
	80500423	East Highway 80 14" CI Replacement	$2.30	
	80500323	Abandon High Level Pump Station	$0.22	**$8.52**
2024	80300221	Lake Abilene Dam Improvements	$3.78	
	80500124	24" Water Line Maple PS to BG EST	$3.78	
	80400123	Northeast WTP Rehabilitation & HSPS	$30.70	**$38.26**
2025	80500125	1.5 MG EST for 1st PP	$4.54	
	80500225	18" Water Supply Pipeline – Loop 322	$5.19	**$9.73**
2026	80500126	1st/2nd PP Boundary Modifications	$1.73	
	80500223	1.5 MG 277 EST for West of 2nd PP	$4.43	**$6.16**
2027	80500127	Maple Street PS Expansion	$4.10	
	80500227	Prison EST Rehab	$0.64	
	80500327	Buck Creek Pump Station	$8.15	**$12.90**

Airport Operating Fund – Budget Summary

	ACTUAL 2021-2022	APPROVED 2022-2023	REVISED 2022-2023	PROPOSED 2023-2024
Revenues				
Federal Grants & Programs	$ 667,611	$ 910,000	$ 1,200,000	$ -
State Grants & Programs	21,345	50,000	50,000	35,000
Charges for Services	1,568,061	1,330,469	1,430,469	1,553,146
Miscellaneous Revenue	598,858	646,820	686,813	732,551
Transfers In	213,918	-	-	-
Total Revenues	3,069,793	2,937,289	3,367,282	2,320,697
Expenditures				
Personnel Services	1,641,876	1,755,178	1,754,249	1,910,666
Supplies	39,096	73,830	71,830	66,830
Maintenance	87,579	384,476	378,176	263,476
Other Services & Charges	606,260	806,227	814,677	1,027,820
Total Expenditures	2,374,811	3,019,711	3,018,932	3,268,792
Net Revenues Over (Under) Expenditures	694,982	(82,422)	348,350	(948,095)
Fund Balance Beginning	199	672,101	695,181	1,043,531
Fund Balance Ending	$ 695,181	$ 589,679	$ 1,043,531	$ 95,436

Solid Waste Services Fund – Budget Summary

	ACTUAL 2021-2022	APPROVED 2022-2023	REVISED 2022-2023	PROPOSED 2023-2024
Revenues				
Charges for Services	$ 18,355,662	$ 18,061,150	$ 18,564,150	$ 20,816,580
Miscellaneous Revenue	38,356	31,030	174,210	174,210
Transfers In	34,204	-	-	-
Total Revenues	18,428,223	18,092,180	18,738,360	20,990,790
Expenditures				
Personnel Services	4,386,023	4,627,859	4,589,276	4,963,425
Supplies	46,939	74,920	80,920	81,770
Maintenance	103,624	126,500	126,500	122,276
Other Services & Charges	10,197,434	10,203,254	9,888,128	10,764,132
Capital Expenditures	300,089	450,000	444,000	450,000
Transfers Out	3,286,012	2,527,850	2,527,850	4,475,000
Total Expenditures	18,320,121	18,010,383	17,656,674	20,856,603
Net Revenues Over (Under) Expenditures	108,102	81,797	1,081,686	134,187
Fund Balance Beginning	3,419,258	3,074,686	3,527,360	4,609,046
Fund Balance Ending	$ 3,527,360	$ 3,156,483	$ 4,609,046	$ 4,743,233

Stormwater Fund – Budget Summary

	ACTUAL 2021-2022	APPROVED 2022-2023	REVISED 2022-2023	PROPOSED 2023-2024
Revenues				
Charges for Services	$ 3,077,646	$ 3,119,524	$ 3,224,440	$ 3,593,430
Fines	233	1,000	1,000	1,000
Miscellaneous Revenue	48,249	45,300	118,140	119,850
Transfers In	13,271	-	-	-
Total Revenues	3,139,398	3,165,824	3,343,580	3,714,280
Expenditures				
Personnel Services	1,236,729	1,534,824	1,458,605	1,609,303
Supplies	43,300	40,390	40,390	43,061
Maintenance	132,409	344,050	344,050	318,850
Other Services & Charges	1,331,861	1,811,727	1,724,011	2,020,651
Capital Expenditures	259,000	-	-	-
Transfers Out	21,524	-	-	-
Total Expenditures	3,024,823	3,730,991	3,567,056	3,991,865
Net Revenues Over (Under) Expenditures	114,575	(565,167)	(223,476)	(277,585)
Fund Balance Beginning	1,578,728	1,399,604	1,693,303	1,469,827
Fund Balance Ending	$ 1,693,303	$ 834,437	$ 1,469,827	$ 1,192,242

Self Insurance Fund – Budget Summary

	ACTUAL 2021-2022	APPROVED 2022-2023	REVISED 2022-2023	PROPOSED 2023-2024
Revenues				
Intergovernmental Revenue	$ 225,000	$ -	$ -	$ -
Charges for Services	15,177,746	15,643,618	15,600,177	16,091,897
Miscellaneous Revenue	201,145	87,930	366,607	321,480
Transfers In	634,694	703,220	703,220	200,000
Total Revenues	16,238,585	16,434,768	16,670,004	16,613,377
Expenditures				
Personnel Services	444,561	522,665	509,109	554,731
Supplies	32,142	36,360	40,960	44,259
Other Services & Charges	13,961,983	14,109,921	14,406,856	15,997,329
Capital Expenditures	49,025	80,100	84,000	166,200
Transfers Out	126,728	-	-	-
Total Expenditures	14,614,439	14,749,046	15,040,925	16,762,519
Net Revenues Over (Under) Expenditures	1,624,146	1,685,722	1,629,079	(149,142)
Fund Balance Beginning	4,879,639	5,859,700	6,503,785	8,132,864
Fund Balance Ending	$ 6,503,785	$ 7,545,422	$ 8,132,864	$ 7,983,722

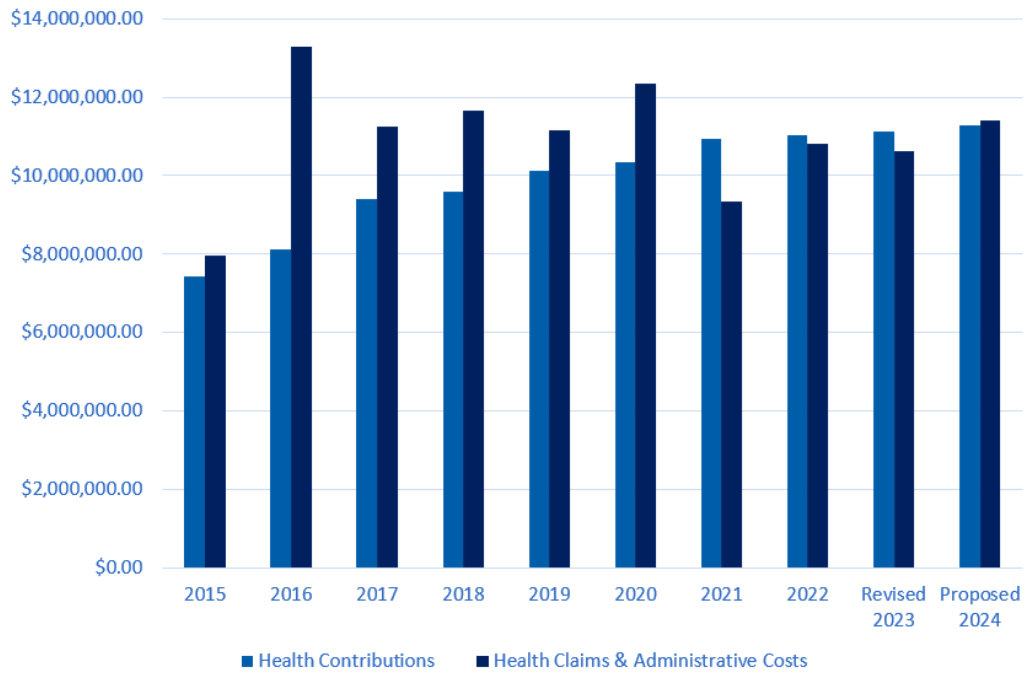
Health Insurance Plan Current

	2023 Current Plan	2023 Current Plan
Employee Premiums-monthly cost	**Base Plan**	**Buy Up Plan**
Employee only	$145	$175
Employee+children	$318	$373
Employee + spouse	$550	$638
Employee+family	$637	$738
City Contributions	$687 per employee monthly	$687 per employee monthly
Medical Copay	$50/$75	$35/$60
Prescription Copay	$15/$50/$70/ $150	$15/$50/$70/ $150
Deductible	$3,000/$6,000 $7,500/$15,000	$1,500/$3,000 $5,500/$11,000

Health Insurance Plan Changes

	2024 Proposed	2024 Proposed	2024 Proposed
Employee Premiums-monthly cost	**Base Plan**	**Buy Up Plan**	**High Deductible Health Plan**
Employee only	~~$145~~$149	~~$175~~$180	$90
Employee+children	~~$318~~$328	~~$373~~$384	$230
Employee + spouse	~~$550~~$567	~~$638~~$657	$375
Employee+family	~~$637~~$656	~~$738~~$760	$500
City Contributions	~~$687~~$708 per employee monthly	~~$687~~$708 per employee monthly	$708 per employee monthly + $750 annually to HDHP
Medical Copay	$50/$75	$35/$60	100% after deductible
Prescription Copay	$15/$50/$70/ $150	$15/$50/$70/ $150	100% after deductible
Deductible	$3,000/$6,000 $7,500/$15,000	$1,500/$3,000 $5,500/$11,000	$4,500/$9,000 $4,500/$9,000

Health Contributions compared to Health Claims/Administrative Charges



Street Maintenance Fund – Budget Summary

	ACTUAL 2021-2022	APPROVED 2022-2023	REVISED 2022-2023	PROPOSED 2023-2024
Revenues				
Street Maintenance Fee	$ 5,414,123	$ 7,485,315	$ 7,271,850	$ 7,271,850
Investment Income	16,407	10,830	79,570	79,570
Contributions And Donations	257,577	1,759,772	3,538,290	-
Transfers In	1,040,900	4,968,665	4,568,565	5,340,900
Total Revenues	6,729,008	14,224,582	15,458,275	12,692,320
Expenditures				
Maintenance	536,394	1,040,900	776,985	1,040,900
Capital Expenditures	84,398	-	-	-
Transfers Out - Street Project Fund	7,437,321	12,503,500	10,750,000	14,653,000
Total Expenditures	8,058,113	13,544,400	11,526,985	15,693,900
Net Revenues Over (Under) Expenditures	(1,329,105)	680,182	3,931,290	(3,001,580)
Fund Balance Beginning	3,794,171	2,879,812	2,465,066	6,396,356
Fund Balance Ending	$ 2,465,066	$ 3,559,994	$ 6,396,356	$ 3,394,776

Street Maintenance Fund – Anticipated Category of Expenses over Five Year Period

Table 1. Annual Budget Distribution for Scenario 6

Year	ACP/JCP Crack Sealing	ACP Slurry Seal & Micro surfacing	ACP Mill and Thin Overlay & Partial Depth Rehabilitation	ACP/JCP Full Depth Reconstruction /Reclamation	JCP Partial Depth Patching	Street Maintenance Fund Used for Planned Projects	Total
2022	$100,000	$450,000	3,750,000	2,500,000	$174,000	$7,026,000	$14,000,000
2023	$100,000	$680,000	$4,570,000	$4,150,000	$290,000	$4,210,000	$14,000,000
2024	$100,000	$1,000,000	$6,500,000	$6,000,000	$400,000	-	$14,000,000
2025	$100,000	$1,000,000	$6,550,000	$6,000,000	$350,000	-	$14,000,000
2026	$100,000	$580,000	$6,945,000	$6,000,000	$375,000	-	$14,000,000

Street Maintenance Fund – Anticipated PCI Index at End of Five Year Period

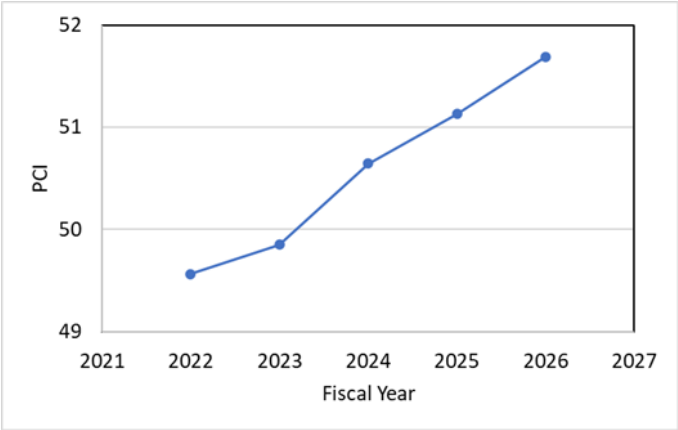


Table 2. Improved PCI of Scenario 6

Year	Scenario 6
2022	50
2023	50
2024	51
2025	51
2026	52

Fire Apparatus Fund – Budget Summary

	ACTUAL 2021-2022	APPROVED 2022-2023	REVISED 2022-2023	PROPOSED 2023-2024
Revenues				
Transfer from General Fund	$ 1,227,200	$ 1,100,000	$ 1,100,000	$ 1,100,000
Transfer from Minor Improvement Fund	-	-	1,000,000	-
Interest Earnings	10,391	9,667	17,467	19,071
Total Revenues	1,237,591	1,109,667	2,117,467	1,119,071
Expenditures				
7x16 Trailer	7,340	-	-	-
Brush Truck	-	400,000	400,000	400,000
Burn Building Liner	142,250	-	-	-
Cardiac Monitor Lease	84,601	84,601	87,712	87,712
Elegard CPR System	-	-	49,992	-
Fire Engines	-	-	1,421,020	-
Fire Mics	8,550	3,000	3,000	-
FRM 3/4 Ton PU	-	-	-	78,750
FTIR Spectrometer	93,395	-	-	-
Hazmat Response Vehicle	2,133	597,465	597,465	-
Knox Box Keys	28,548	-	-	-
Ladder Truck	672,718	-	-	-
Mobile Data Computers	9,335	-	79,600	-
PPE Storage Rack Upgrade	-	27,000	27,000	-
Rescue Vehicle	-	153,750	153,750	-
SCBA Assemblies	-	19,200	19,200	-
SCBA Washable Harnesses	-	8,400	8,400	-
Station #4 Demo	-	-	49,535	-
Swift Water Rescue Equipment	-	7,500	7,500	-
Utility Task Vehicle	22,174	-	6,410	-
Total Expenditures	1,071,044	1,300,916	2,910,584	566,462
Net Revenues Over (Under) Expenditures	166,547	(191,249)	(793,117)	552,609
Fund Balance Beginning	1,580,118	1,067,718	1,746,665	953,548
Fund Balance Ending	$ 1,746,665	$ 876,469	$ 953,548	$ 1,506,157

Police Apparatus Fund – Budget Summary

	ACTUAL 2021-2022	APPROVED 2022-2023	REVISED 2022-2023	PROPOSED 2023-2024
Revenues				
Transfer from General Fund	$ -	$ 1,100,000	$ 1,100,000	$ 1,100,000
Transfer from Minor Improvement Fund	1,504,312	-	615,879	-
Transfer from Seized Funds	-	-	40,000	40,000
Transfer from Court Technology Fund	111,050	-	-	-
Interest Earnings	9,633	13,559	27,523	29,797
Total Revenues	1,624,995	1,113,559	1,783,402	1,169,797
Expenditures				
Alternate light source	-	-	23,670	-
BearCat glass	-	-	20,163	-
Benchmark software	-	35,875	35,875	36,750
Body worn / In car cameras - 5 year payout	-	398,440	409,452	409,452
Bomb suit	-	41,000	41,000	-
Computer equipment	11,956	-	6,712	-
Hard body armor	-	23,063	23,063	-
K-9	-	15,375	15,375	15,750
Launchers	-	-	-	6,300
Leasehold improvements	-	-	23,161	-
LPR commercial data	-	19,475	20,020	19,950
Mobile command center			615,879	
Mobile data computers	-	72,140	72,140	95,702
Mounted Patrol	2,482	22,650	31,627	23,783
Radio headsets (swat)	19,397	-	-	-
Real-time information center	-	-	31,214	-
Rifles (swat)	-	30,750	29,808	31,500
Side by side - UTV	54,312	-	-	-
Soft body armor	-	51,660	51,660	52,920
Tasers - 5 year payout	-	155,595	151,620	151,620
Ticketwriter devices	21,200	-	-	-
Ticketwriter message switch	6,000	2,500	2,500	2,625
Ticketwriter printers	49,646	8,389	8,389	8,593
Ticketwriter site license	83,850	36,400	36,400	36,400
Training	-	22,500	20,000	-
Total Expenditures	248,843	935,812	1,669,728	891,345
Net Revenues Over (Under) Expenditures	1,376,152	177,747	113,674	278,452
Fund Balance Beginning	-	2,054,084	1,376,152	1,489,826
Fund Balance Ending	$ 1,376,152	$ 2,231,831	$ 1,489,826	$ 1,768,278

MINOR IMPROVEMENT FUND

FY 2024 Proposed Expenditures - $13,451,700

- $2,100,000 for Animal Shelter
- $93,700 for ERP (MUNIS) System Phase I
- $65,000 for Zoo Perimeter Fence (AZA Mandate)
- $500,000 for Dog Park Relocation
- $150,000 for Nelson Wilson Park pavilion
- $1,500,000 for Rose Park Pickleball Courts
- $300,000 for baseball/softball league grants
- $6,000,000 for Nelson Park Flat Fields (AYSA Soccer)
- $743,000 for Microwave Radio System (final radio item)
- $2,000,000 for Airport Ramp Improvements*

Debt Financing Opportunity for one item

Staff has identified one debt financing opportunities in lieu of using MIP funds to cash fund the Fire Ramp improvement. This item has a life span that exceeds twenty years which is our typical debt repayment timeline.

The primary advantage is that we retain cash in the MIP for other capital projects.

To be clear, this is an opportunity, not a requirement.

The cash is available to fund the ramp grant match.

Debt Financing Opportunity for two items

$2,000,000 Fire Ramp match for $20 million TxDOT Aviation Grant for new Fire Base at ABI Regional Airport.

If the City chose to issue debt, the tax rate for FY 2025 would increase approximately less than one-quarter of one penny, or 0.24 cents. There would be no impact on the tax rate for FY 2024.

Total interest paid at 4.25% coupon is $972,325.

Mayor Hurt recessed the meeting for a break from 10:08 to 10:15

Minor Improvement Fund – Budget Summary

	ACTUAL 2021-2022	APPROVED 2022-2023	REVISED 2022-2023	PROPOSED 2023-2024
Revenues				
Transfers from General Fund	$ 8,468,055	$ -	$ 8,823,934	$ 2,339,668
Transfers from Capital Project Funds	226,032	-	-	-
Transfer from Health Fund	131,550	105,000	105,000	-
Transfers from TIRZ	638,000	100,000	100,000	100,000
Transfers from Water	485,449	-	-	93,700
ARPA-CSLFRF Grant	-	-	1,336,000	5,000,000
Interest earnings	82,618	-	302,722	-
Miscellaneous recoveries	4,629	-	-	-
Total Revenues	10,036,333	205,000	10,667,656	7,533,368
Expenditures				
City Manager's Office				
Abi Harvest 380 Agreement	1,000,900	-	-	-
Animal Shelter	1,734,146	-	3,784,109	2,100,000
Cimarron Meadows 380 Agreement	252,038	-	-	-
City Hall 1st Floor / Basement Remodel	1,051,166	-	909,512	-
City Hall 2nd Floor Office Remodel	-	-	30,000	-
City Hall Door Access	62,080	-	-	-
City Hall Exterior / Building Envelope	-	449,757	760,805	-
Cypress Street Downtown Improvements*	-	-	838,000	-
Downtown Hotel Convention Center Facilities	1,003,578	-	-	-
Downtown Hotel Closeout	-	-	40,000	-
Downtown Hotel Changeorder #4	-	-	944,178	-
Downtown Hotel Convention Center Naming Rights	-	-	39,026	-
Downtown Soil Evaluation	48,703	-	-	-
Dyess SACC Building Plaque	4,049	-	-	-
Facility Condition Assessments	-	104,928	-	-
Fallen Hero Memorial	-	-	450,000	-
Fire Alarms (FEMA Grant Match)	-	-	97,420	-
Habitat for Humanity 380 Agreement-1350 Cypress	-	-	500,000	-
Heritage Square	-	-	900,000	-
Hwy 36 Acres	-	-	7,500	-
Locomotive Sculpture 380 Agreement	50,000	-	-	-
United Way COVID-19	2,410	-	-	-
Zencity Civic Engagement Software	48,000	-	-	-
City Secretary's Office				
City Secretary Scanning Project	24,500	-	-	-
Human Resources				
Ceridian Implementation Assistance	-	-	46,200	-
Comp & Class Study	53,242	-	38,563	-
HR Scanning Project	44,450	-	-	-

Minor Improvement Fund – Budget Summary cont.

	ACTUAL 2021-2022	APPROVED 2022-2023	REVISED 2022-2023	PROPOSED 2023-2024
Expenditures				
Finance				
City Marshal Cameras	-	-	39,967	-
Planning & Development Services				
Comprehensive Plan	61,398	-	24,678	-
Information Technology				
ERP System Phase I	279,985	1,528,386	1,935,478	93,700
Library				
Heritage Square Design Services	-	-	125,000	-
Police				
2 Police SxS Utility Vehicles	54,312	-	-	-
Impound - Security Enhancement System	71,231	-	-	-
LEC Roof	46,035	-	974,640	-
Mobile Command Center	-	-	615,879	-
Police Real Time Information Center	350,000	-	-	-
Transfer to Police Apparatus Fund	1,100,000	-	-	-
Fire				
Fire Station #9*	-	-	537,830	-
Fire Training Facility*	330,148	-	-	-
Fire Workout Facilitiy	81,996	-	68,005	-
Generator (FEMA Grant Match)	-	-	76,960	-
Station #9 Apparatus	-	1,000,000	1,000,000	-
Zoo				
Zoo UTV	28,975	-	-	-
Perimeter Fence on Northwest Acreage	-	-	-	65,000
Parks & Recreation				
Adaptive Recreation Roof	93,230	-	5,926	-
Cedar Creek Trail*	685	-	1,519,964	-
Cobb Park New Restroom	9,500	-	241,507	-
Dog Park	-	-	-	500,000
Eproval Special Event Permitting Software	36,000	-	-	-
Everman Park Security	20,716	-	-	-
Valentine Park Improvements	9,250	-	571,947	-
Maxwell Golf Course Survey	18,869	-	8,031	-
Maxwell Golf Course Bridges Phase 2	605	-	204,000	-
Nelson Park - Walking Trail Replacement	35,556	-	710,065	-
Nelson Wilson Park Improvements	-	-	-	150,000
Park Restrooms & Other Amenities	561,888	-	-	-
Redbud Park - Walking Trail Replacement*	21,237	-	1,001,744	-
Rose Park Playground Equipment	413,517	-	-	-
Rose Park Pickleball Courts	-	-	-	1,500,000

Minor Improvement Fund – Budget Summary cont.

	ACTUAL 2021-2022	APPROVED 2022-2023	REVISED 2022-2023	PROPOSED 2023-2024
Expenditures				
Parks & Recreation - *continued*				
Baseball/Softball Improvements				300,000
Sears Park Playground Equipment	-	-	270,582	-
Sears Park - Walking Trail Replacement	12,482	-	311,778	-
Tree Trimming and Removals	78,745	-	-	-
Vaughn Camp Park Playground Equipment	-	-	86,483	-
Nelson Park Flat Fields	-	-	-	6,000,000
Public Health				
Electronic Health Records System	-	105,000	106,900	-
Luminare Innoculate Vaccine Mgmt System	43,050	-	-	-
Transportation				
TXDOT Aviation Grant Match-Texas Forest Service Ramp improvements	-	-	-	2,000,000
Microwave Radio System*	-	-	-	743,000
Total Capital Project Expenditures	9,138,672	3,188,071	19,822,677	13,451,700
Net Revenues Over (Under) Expenditures	897,661	(2,983,071)	(9,155,021)	(5,918,332)
Fund Balance Beginning	15,828,901	6,994,655	16,726,562	7,571,541
Fund Balance Ending	$ 16,726,562	$ 4,011,584	$ 7,571,541	$ 1,653,209

*Also funded with other capital project funds. Those amounts are not reflected in this schedule.

American Rescue Plan Act Grant (ARPA)

	FY 2021	FY 2022	Total
Funds Received	$10,727,981	$10,727,981	$21,455,962
Grant Appropriation			
Revenue loss*	$10,727,981	$4,391,979	$15,119,960
Response to Public Health & Economic Impacts of Covid 19 **		$6,336,002	$6,336,002
Total Appropriation	$10,727,981	$10,727,981	$21,455,962

*Funds Utilized for:

Downtown Hotel	$5,000,000
Minor Improvement Fund Projects	10,119,960

** Planned Use:

Nelson Park Flat Fields	5,000,000
Park Walking Trails	985,000
Undesignated	351,002
	$21,455,962

All Other Funds

Other items to be aware of…

- The Fleet Services Fund will purchase vehicle and equipment replacements as follows: $1,981,000 for General Fund, $1,790,500 for Water & Sewer Fund, $667,000 for the Solid Waste Services Fund, and $42,000 for the Fleet Services Fund. This totals $4,480,500. All purchases exceeding $50,000 will require Council approval, and all will meet Council's adopted vehicle replacement policy.
- What is the RebuildABI Infill Housing Program? The RebuildABI Infill Housing Program is a concerted effort on the part of the City of Abilene to encourage and promote residential development and redevelopment within the Council established infill target areas. Involved parties include: City of Abilene, First Financial Bank, Prosperity Bank, and the Big Country Home Builders Association. RebuildABI offers incentives to local homebuilders and entrepreneurs to renovate existing homes, or build new homes on lots within Council designated target areas that already have utility infrastructure present.
- The City Council has discussed holding a bond election in November of 2023 for the following:
    - $15 million for Zoo improvements - $0.01396 rate impact
    - $28 million for Recreation Centers at GV Daniels and Cesar Chavez - $0.02608 rate impact
    - $9 million for Kirby Lake Hike and Bike Trail - $0.00845 rate impact
    - $52 million total general obligation bond program - $0.04848 rate impact

DISCUSSION

Council discussed the differences between the High Deductible Health Plan.

Mr. Hanna went into detail about the police apparatus and fire apparatus funds and described how those accounts work.

Council discussed the Airport at length. Don Green, Transportation Director, spoke about the lease with the Texas A&M Forest Service and their intent to be at ABIA as the fire seasons ramp up. Abilene Aero plans to build a crew lounge so there will be a lease for that as well. (Councilmember Beard left the room during this discussion) Council decided to fund the City's matching funds for the airport improvements from the MIP fund and not from debt financing.

Council discussed pickle ball courts and the opportunities for adding more courts, and the desire of the tennis community to have new courts for them as well. An opportunity for a public/private partnership for this was also discussed, similar to what is being done with AYSA regarding flat fields. There is $5 million of ARPA funds being allocated to them, but only $1 million out of the MIP funds. Council discussed the ARPA funds and how they can be spent.

Council discussed the Infill Development Program, Rebuild ABI, at length. The partner agencies, the incentives offered, the application process, and how it will work was discussed. Council had questions on participation from the home builders and their feedback, if houses can be built for this amount and still allow the builders to make money, and an upcoming contract with NuHome Constructors (to be approved on 7/27) that will be separate from this program. The consensus of Council is that they are very excited to see this program up and running.

Bond elections were discussed at length. Council would like to see presentations on the Zoo improvements, the two new recreation centers for GV Daniels & Cesar Chavez, and the Kirby Lake Hike & Bike Trail. The election must be

ordered at the first meeting in August for a November election, so the presentations will be done before the calling of the election. Council would like to see the items separated on the ballot. Council discussed the recreation centers at length and if the cost could be decreased at all on those. They are in agreement on putting all three on the ballot so the voters can have a chance to decide what they want to see.

Mayor Hurt recessed the meeting for a break from 11:25-11:52.

Council discussed grants and the application process. Councilmember Regan had questions on the splash pads and if there are issues with shade on the structures. Mr. Hanna would like to do some research before presenting anything on the splash pads. Council discussed the potential bond election further.

ORDINANCES

3. Consider on First Reading - Ordinance Approving Revised 2022-2023 Budget

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

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

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

Councilmember Beard had conflicts and abstained from voting on accounts 5025 - Child Advocacy Center, 5070 - Victim Advocacy, and 6060 – Aviation and Airport Operating Fund. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

4. Consider on First Reading - Proposed 2023-2024 Budget

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

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

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

Councilmember Beard had conflicts and abstained from voting on accounts 5025 - Child Advocacy Center, 5070 - Victim Advocacy, 6060 – Aviation and Airport Operating Fund, and anything regarding raises for non-civil service employees. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

5. Consider on First Reading - Ordinance Setting Tax Levy

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

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

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

NAYS (0): None

6. Consider on First Reading - Ordinance adopting fees and charges for FY 2022-2023

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

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

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

ADJOURNMENT

Because the budget workshop was completed and scheduled ordinances adopted at first reading, the public was informed that the meetings scheduled for July 25th and July 26th will not be held.

The meeting adjourned at 12:08 p.m.

_____	_____
Shawna Atkinson	Weldon Hurt
City Secretary	Mayor

Minutes approved on: _____

CITY COUNCIL MEETING
July 27, 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 July 27, 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.

Councilmember Blaise Regan delivered the invocation.

Reese Cowen, 3rd grader, and Casen Cowen, 5th grader, both from Abilene Christian 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 2-23. No items were pulled for individual consideration.

PUBLIC COMMENTS

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

CONSENT AGENDA

Mayor Pro-tem Price moved to approve the consent agenda consisting of items 2-23. 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

Deputy Mayor Pro-tem Beard had a conflict of interest on items 11, 12, 13 & 14 and abstained from voting on those items. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office. The vote for items 11, 12, 13 & 14 alone were:

AYES (6): Mayor Hurt, Mayor Pro-tem Price, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None
ABSTAIN (1): Deputy Mayor Pro-tem Beard

2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on July 13, 2023

3. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 116-2023]

Board	Term End Date
Betty Hardwick Center Board of Directors	
Rosendo Contreras [Reappointment]	August 2025
Landmarks Commission	
Tammy Kister [Alternate] [New]	November 2025

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Contract with Fifth Asset, Inc. for DebtBook Software
[ASSIGNED RESOLUTION NO. 117-2023]

5. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Change Order No. 2 to Contract with Advanced Water Well Technologies, LLC for Repair of Grimes Pump No. 6
[ASSIGNED RESOLUTION NO. 118-2023]

6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Change Order No. 2 to the Contract with Purcell Contracting, LLC for the Huckleberry Lift Station Replacement Project
[ASSIGNED RESOLUTION NO. 119-2023]

7. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing Expenditures to RailPros Field Services, Inc. for Utility Observation Associated with the Second Pressure Plane Supply Line - Phase II Project
[ASSIGNED RESOLUTION NO. 1120-2023]

8. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing a Professional Services Contract with Jacob & Martin, LLC for the Grimes Water Treatment Plant Rehabilitation
[ASSIGNED RESOLUTION NO. 121-2023]

9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Change Order No. 1 to the Contract with Ace Pipe Cleaning, Inc. for the Heavy Cleaning, CCTV Inspection, and CIPP Insertion Lining of Certain Sewer Main Sections
[ASSIGNED RESOLUTION NO. 122-2023]

10. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Contract with 720 Design Inc. for Providing Furniture, Fixtures, and Equipment (FFE) Consulting Services for the Library at Abilene Heritage Square
[ASSIGNED RESOLUTION NO. 123-2023]

11. Resolution: Receive a Report, Hold a Discussion and Take Action to Award a Contract to Parkhill for Terminal Expansion and Improvements Design and Construction Management at the Airport
[ASSIGNED RESOLUTION NO. 124-2023]

12. Resolution: Receive a Report, Hold a Discussion and Take Action to Award a Contract for Airport Landside Engineering Services
[ASSIGNED RESOLUTION NO. 125-2023]

13. Resolution: Receive a Report, Hold a Discussion and Take Action to Accept the FY23 Airport Improvement Program Grant from the FAA
[ASSIGNED RESOLUTION NO. 126-2023]

14. Resolution: Receive a Report, Hold a Discussion and Take Action to Accept the FY23 Airport Infrastructure Grant from FAA
[ASSIGNED RESOLUTION NO. 127-2023]

15. Ordinance (First Reading) CUP-2023-06: Receive a Report, Hold a Discussion and Take Action on A Request From WV Meridian, LLC To Apply A Conditional Use Permit To Approximately 1.09 Acres On A Site Zoned PDD-130 To Allow An Automobile Wash Which Was Previously Abandoned To Be Reopened. Located At 5190 Buffalo Gap Road

16. Ordinance (First Reading) TC-2023-04: Receive a Report, Hold a Discussion and Take Action on A Request From Southside Baptist Church To Abandon An Alley Located At 1425 South 7th Street

17. Ordinance (First Reading) TC-2023-05: Receive a Report, Hold a Discussion and Take Action on A Request From Brandon Lee And Mirran Cassidy Caddell to Abandon Hilton Head cul-de-sac, Abilene, Taylor County, Texas

18. Ordinance (First Reading) Z-2023-14: Receive a Report, Hold a Discussion and Take Action on A Request From Jose Valenzuela To Change The Zoning Of Approximately 1.95 Acres From Residential Single Family-6 (RS-6) To General Commercial (GC). Located At 1925 Henson Street

19. Ordinance (First Reading) Z-2023-21: Receive a Report, Hold a Discussion and Take Action on A Request From CKG Rentals, LLC, Represented By Jacob & Martin, To Change The Zoning Of Approximately 2.00 Acres From Agricultural Open (AO) To General Commercial (GC). Located At 6010 Highway 277 South

20. Ordinance (First Reading) Z-2023-22: Receive a Report, Hold a Discussion and Take Action on A Request From Teartex, LLC To Change The Zoning Of Approximately 6.0 Acres From Heavy Commercial (HC) To Planned Development District 182 To Allow A Vacation Travel Trailer Park In Addition To The Existing Uses Of The Property. Located At 1075 East Highway 80

21. Ordinance (First Reading) Z-2023-23: Receive a Report, Hold a Discussion and Take Action on A Request From Industrial Blocks, LLC, Paul Grohman, And Frenchman's Creek Townhome Owners Association, Represented By Jacob & Martin, To Change The Zoning Of Approximately 2.21 Acres From Medium Density Residential (MD) And PDD-45 To Medium Density Residential (MD). Located At 45, 61, And 71 Rue Maison Street

22. Ordinance (First Reading) Z-2023-25: Receive a Report, Hold a Discussion and Take Action on A Request From PB 6950, LLC, Represented By Jacob & Martin, To Change The Zoning Of Approximately 3.6 Acres From Medium Density Residential (MD) And Patio Home (PH) To General Retail (GR). Located At 6817x Horse Head Crossing

23. Ordinance (First Reading) Z-2023-27: Receive a Report, Hold a Discussion and Take Action on A Request From Melinda Hill And Rebecca King Represented By Matthew Musechenko To Change The Zoning Of Approximately 3.4 Acres From Agricultural Open To Multi-Family (MF). Located At 2349 And 2333 Huckleberry Lane

REGULAR AGENDA

24. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Acquisition of the Microsoft Enterprise License Agreement
[ASSIGNED RESOLUTION NO. 128-2023]

Troy Swanson, IT Director, presented the item. Adoption of the item would transition the City from Google Workspace to Microsoft M365, over a three-year period, in an effort to consolidate into one office technology.

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

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

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

25. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on amending Resolution No. 49-2016, Chapter 380 Economic Development Program
[ASSIGNED RESOLUTION NO. 129-2023]

Robert Hanna, City Manager, presented the item. Adoption of the item would amend resolution number 49-2016 regarding Chapter 380 agreements, in order to facilitate the next step in the infill development program.

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

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

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

26. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Enter into a Chapter 380 Agreement with NuHome Constructors of Abilene for the Construction of Up to Fourteen Single-Family Homes in the City of Abilene Neighborhood Empowerment Zone No. 1 or No. 2
[ASSIGNED RESOLUTION NO. 130-2023]

Robert Hanna, City Manager, presented the item. Adoption of the item would authorize a Chapter 380 agreement with NuHome Constructors of Abilene for the construction of up to fourteen completed and pending single-family homes within the Neighborhood Empowerment Zones No. 1 or No. 2.

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

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

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 8:54 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:

27. D. 551.071 (Consultation with Attorney)
    1. Drag Show Performances
27. D. 551.072 (Deliberations about Real Property)
    1. 200 ES 11th St

The Executive Session ended at 9:19 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA

28. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Development Corporation of Abilene's Economic Development Plan
[ASSIGNED RESOLUTION NO. 131-2023]

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve the Development Corporation of Abilene's Economic Development Plan.

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

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

AYES (7): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Regan, Yates, McAlister and Craver
NAYS (0): None

29. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Fiscal Year 2024 Budget for the Development Corporation of Abilene
[ASSIGNED RESOLUTION NO. 132-2023]

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve the Development Corporation of Abilene's Fiscal Year 2024 budget.

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

Deputy Mayor Pro-tem Beard 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

ADJOURNMENT

There being no further business, the meeting adjourned at 9:53 a.m.

_____	_____
Shawna Atkinson	Weldon Hurt
City Secretary	Mayor

Minutes approved on: _____

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director**

SUBJECT: **4. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve a Lease and Operating Agreement with Josh Rader (dba Bodeg-ish) to Operate a Food and Beverage Concession at Abilene Regional Airport *(Don Green)***

GENERAL INFORMATION

The Airport's previous food and beverage operator closed in December 2022. Airport staff discussed with the Airport Development Board the options of selecting another Airport Terminal food and beverage concessionaire, or going with enhanced vending machine options. The decision was made to go through another Request For Proposals (CB-2346) and allow proposers the flexibility to offer a concession service or vending.

One proposal was received. Josh Rader, owner of Bodeg-ish, proposed a combination of food, beverage, and vending to give customers access to a broader range of items in the Terminal. Mr. Rader is partnering with two others, Harrison Nguyen of GoGogiri, a food truck with operations in Abilene, Lubbock and the Dallas area, and Jerron Johnson, owner of The Cabinet, which is a catering bar. The three will combine efforts to provide enhanced food and beverage vending in the boarding gate area, prepared food in the lobby and boarding gate area, and beer, wine and cocktail service.

The agreement is for three years with two one-year options and states that there will be no rent or concession payments due to the City in Years 1, 2, and 3. Additionally, the City will be responsible for portions of repairs to city-owned equipment/furnishings in Years 1-3. Year 4 would begin a 10% concession fee due to the City.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

No impact to airport revenues in Years 1-3.

STAFF RECOMMENDATION

Staff recommends awarding this agreement in the interest of providing food and beverage services to the airport's passengers and tenants.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation to award at its July 12, 2023 meeting.

ATTACHMENTS:

1. Bodegish Agreement Resolution 8-10-23
2. Bodeg-ish Terminal Concession Agreement (Final)
3. Bodeg-ish Terminal Concession Agreement (Final revised City Atty)
4. Exhibit A - Premises
5. Exhibit B - Menu
6. Exhibit C 2023-08 Restaurant Inventory
7. Airport Concessions Contract Award Presentation (8-10-23)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AND OPERATING AGREEMENT WITH BODEG-ISH, LLC FOR FOOD AND BEVERAGE CONCESSIONS AT THE ABILENE REGIONAL AIRPORT TERMINAL

WHEREAS, The City of Abilene (City) owns and operates Abilene Regional Airport; and

WHEREAS, the Airport has space available and a need for food and beverage services available to the public at the Airport Terminal; and

WHEREAS, the City conducted a Request for Proposals through CB-2346; and

WHEREAS, one proposal was received and has been evaluated by Airport Staff; and

WHEREAS, the Airport Development Board affirmed staff's recommendation of Bodeg-ish, LLC and approved its recommendation July 12, 2023; and

WHEREAS, the food and beverage lease and operating agreement will be for a term of three years with two (2) one-year extension options with no rent or concession fees in the primary term; and

WHERAS, a 10% Concession Fee on Net Revenues will be paid in Option Years Four and Five.

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

That the City Manager is authorized to execute the Airport Terminal Food and Beverage Concessions Lease and Operating Agreement with Bodeg-ish, LLC.

ADOPTED this 10th day of August 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

AIRPORT TERMINAL FOOD AND BEVERAGE CONCESSION AGREEMENT

THIS AGREEMENT, by and between CITY OF ABILENE, TEXAS, a municipal corporation principally situated in Taylor County, ("City") and, Bodeg-ish a corporation existing under the laws of the State of TEXAS whose address is listed in Section 17.2.

W I T N E S S E T H:

WHEREAS, City controls, owns, operates, and maintains an airport in the City of Abilene, Taylor County, Texas known as the Abilene Regional Airport ("Airport"), with the power to grant rights and privileges with respect thereto, and

WHEREAS, Company is engaged in the business of operating Food and Beverage Concession as a service to the traveling public, and

WHEREAS, proposals were received for the operation of a food and beverage concession at the Airport pursuant to a Request for Proposals and the specifications contained therein, and Company was the company selected by this process and determined to be qualified to operate the concession, and

WHEREAS, City, on the terms and conditions herein contained, is willing to grant to Company the non-exclusive right to operate the food and beverage concession at the Airport Terminal;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, City and Company agree as follows:

SECTION 1
DEFINITIONS

Section 1.1 Definitions. The words and phrases defined in Section 1 shall have the following meanings when used elsewhere in this Agreement.

(a) **Agreement** means this Food and Beverage Concession Agreement between City and Company, as the same may be amended or supplemented from time to time pursuant to the terms hereof, which shall include the City's Request for Proposal and Company's response to said Request for Proposal, which is attached hereto and made an integral part hereof.

(b) **Airport** means the Abilene Regional Airport.

(c) **City** means the City of Abilene, a municipal corporation.

(d) **City Property** means finishes, fixtures, furnishings and equipment acquired, installed and owned by the City, as listed in **Exhibit C.**

(e) **Commencement Date** shall mean the first day of the Primary Term of this Agreement, which shall be the date of execution by the City Manager of the City of Abilene, following execution by company, and shall be the effective date of the agreement.

(f) **DBE** means Disadvantaged Business Enterprise as defined in 49 C.F.R. Part 23, subpart F, and shall include small business concerns which are owned and controlled by socially and economically disadvantaged individuals which shall include Small Business Administration ("SBA"), Section 8(a) certificate holders.

(g) **Director** shall mean the Director of Transportation Services (Director) of the City, or the designee of the Director whenever the Director is unable to act in such capacity.

(h) **DOT** means the United States Department of Transportation or any department of agency succeeding to its jurisdiction and function.

(i) **EPA** means the United States Environmental Protection Agency and any federal, state or local agency, or governmental entity, succeeding to, or being delegated with, its jurisdiction, functions, or responsibilities.

(j) **FAA** means the Federal Aviation Administration of the United States Department of Transportation, or any department or agency succeeding to its jurisdiction or function.

(k) **FAR** means Federal Aviation Regulations and shall include, but not be limited to, all regulations, policies, statements and directives promulgated or issued by the FAA.

(l) **Finishes** means those improvements to the Leased Premises installed by Company, including counters, partitions, carpeting, wall coverings, counters, heating, plumbing, ventilation, and air conditioning duct work and controls, ceilings, lighting and power fixtures, wiring, accessories and parts necessary to bring power to the Leased Premises.

(m) **Fiscal Year** shall mean City's fiscal year meaning the twelve (12) month period commencing October 1 and extending to September 30 of the following year.

(n) **Governmental Requirements** means all federal, state and local laws, rules, regulations, security plans, and rulings, including all amendments, now in effect or hereinafter enacted.

(o) **Expendables** shall mean commodities, supplies, glassware, dishes, utensils and consumable items.

(p) **Leased Premises** means the area or areas designated on **Exhibit "A"** attached hereto as the place or places within the Airport where concessions are located.

(q) **Leasehold Improvements** means all improvements and equipment which are affixed to the Leased Premises and which cannot be removed without material damage to the Leased Premises.

(r) **Minimum Annual Guarantee** if applicable, means the annual minimum guarantee payable monthly by Company to City subject to each and every term and condition contained in this Concession Agreement. In the event of a partial month, the monthly portion of the Minimum Annual Guarantee shall be prorated based on the number of days during the month that this agreement was in effect.

(s) **Personal Property** shall mean all movable property of the Company not directly related to the restaurant operations of the privileges granted hereunder, including office furniture, office equipment, and office supplies.

(t) **Term** shall mean the fixed term commencing no later than sixty (60) days after the commencement date, or upon the opening of operations for business, whichever occurs earlier.

(u) **Refurbish** or **Refurbishment** shall mean the routine repainting or redecoration of public areas within the Leased Premises, as necessary, including the replacement or repair of worn carpet, tile, furniture, fixtures or finishes. Refurbishment shall not mean the performance of routine or deferred maintenance.

(v) **Request for Proposal** means City's Request for Proposal for Food, and Beverage Concession for the Abilene Regional Airport, #CB-2346 dated June 15, 2023.

(w) **Terminal Building** means the Passenger Terminal Building at the Airport, as it exists on the date hereof, and any additions made thereto during the term of this Agreement.

(x) **Trade Fixtures** means all non-affixed items that are not City property, except Expendables, Personal Property, which can be removed without damage to the Leased Premises, including cash registers, safes, patron tables and chairs, display fixtures and the like.

(y) **TSA** shall mean Transportation Security Administration of the United States Department of Homeland Security, or any department or agency succeeding to its jurisdiction or function responsible for providing personnel

and equipment to screen passengers, baggage and goods at the Airport and enforcing federal transportation security regulations.

Section 1.2 Rules of Construction. Throughout this Agreement, unless the context clearly shall require otherwise

The singular includes the plural and vice versa;

(b) The words “and” and “or” shall be both conjunctive and disjunctive;

(c) The words “hereby”, “herein”, “hereof”, “hereto” and “hereunder” and any similar terms used in this Agreement refer to this Agreement;

(d) The words "all" and "any" mean "any and all";

(e) The word "including" shall not mean in a limiting nature, but shall be construed to mean "including without limitation";

(f) The word "he" or any other masculine pronoun includes any individual regardless of gender;

(g) Words denoting persons shall include firms, associations, partnerships, limited liability corporations, limited liability partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(h) Reference to any attachments or exhibits shall mean exhibits attached to this Agreement which shall be deemed incorporated fully by reference and made an integral part of this Agreement; and

(i) Any headings preceding the text of the Articles, and Sections of this Agreement and any Table of Contents or marginal notes appended to notes hereof shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, interpretation or effect of this Agreement.

(j) Reference to articles or sections respectively shall mean articles or sections of this Agreement.

SECTION 2
TERM

Section 2.1 Term . This Agreement shall become effective on August 10, 2023_____and shall continue unless sooner terminated in accordance with this Agreement until August 31, 2026.

Section 2.1(a.) Option Periods. Upon 60 written days’ notice prior to the expiration of the preceding term, and with the mutual agreement between City and Company, this Agreement shall have two (2) one-year extensions.

Section 2.2 Holding Over. To provide continuous service to the air traveler and public, Company may, upon written request of City, remain upon the Leased Premises and manage the operation of all concessions subject to this Agreement for up to a one hundred eighty (180) day period, as so requested by City, after termination of this Agreement by expiration of the Term, cancellation or default, to give a new company sufficient time to be chosen and commence operation. Upon the termination of this Agreement, through the passage of time or otherwise, Company shall aid City, in all ways possible, in continuing the business of management of the operation of the facilities subject to this Agreement without interruption, between termination of this Agreement and commencement of operations by a new company.

In the event that Company, without request or objection by City, shall continue to occupy the Leased Premises beyond the Term of this Agreement, such holding over shall not constitute a renewal of this Agreement, but shall be considered a month-to-month tenancy only upon the terms incorporating all terms and conditions of this Agreement; except provided, however that, at City's option, the Minimum Annual Guarantee shall be equal to the last Minimum Annual Guarantee paid to City, increased by Consumer Price Deflator Index published by the U.S. Department of Labor, as may be selected by City. The Company will continue to pay rentals using the adjusted Minimum Annual Guarantee and the payment structure defined in Section 5 hereof. No such holdover shall be deemed to operate as renewal or extension of the Term. Such month-to-month tenancy may be terminated by City or Company by giving thirty (30) days' written notice of said termination to the other party at any time. Company will have no rights to renew or extend the term of this Agreement.

SECTION 3
LEASED PREMISES

Section 3.1 Leased Premises. For and in consideration of the mutual covenants contained herein, City hereby provides Company approximately **1,982** square feet of restaurant operating space hereinafter called "Leased Premises", as set forth on **Exhibit A**.

Future construction may relocate the dining area section reducing the total area of restaurant (as applicable) operating space as shown in **Exhibit A**. Secured area vending space and locations for bartending to be approved as negotiated by the Director.

For purposes of this Agreement relating to Company's responsibilities, the Leased Premises shall mean the areas shown on **Exhibit A** where (a) the exact boundaries are deemed to be three (3) inches inside each wall separating the Leased Premises from the adjacent premises or the external Terminal wall, and (b) with respect to the facade and/or wall on the front of the Leased Premises, separating the Leased

Premises from the Terminal common areas, the exact boundary is deemed to be the external face of the facade and/or wall.

In addition, and with the written approval of the Director, kiosks, tables and similar facilities may be located in other public areas of the terminal if doing so is warranted for enhanced customer service, and does not interfere with other terminal and passenger flow activities.

The area and location may from time to time be adjusted as hereinafter provided and subsequently illustrated on a revised **Exhibit A**.

Section 3.2 Extent of Leasehold. In addition to the exclusive use of the Leased Premises described in Section 3.1 above, Company shall possess the non-exclusive right of ingress and egress to and from the Leased Premises as may be necessary on through areas designated by the Director, subject to Airport rules and regulations, including security regulations, as may be amended from time to time, provided that Company's exercise of such right shall not impede or interfere unduly with the operation of the Airport by City, its tenants, customers and other authorized occupants. Company shall not place or install any racks, stands or other display of merchandise or trade fixtures in any Airport property outside the Leased Premises without the express prior consent of the Director. In no event will Company engage in any activity on the Airport outside the Leased Premises for the recruitment or solicitation of business.

Section 3.3 Remeasurement of Leased Premises. At any time and from time to time, the Director may cause City to conduct a space audit pursuant to which City remeasures the Leased Premises, using the Airport's then current measurement specifications. At the Director's request, Company and City shall enter into an amendment of this Agreement reflecting the results of such remeasurement.

Section 3.4 Changes to Airport. Company acknowledges and agrees that (a) City shall have the right at all times to change, alter, expand, and contract the Airport, including the Terminal Building and this Leased Premises, at the City's discretion (b) City has made no representations, warranties, or covenants to Company regarding the design, construction, pedestrian traffic, or views of the Airport or the Leased Premises. Without limiting the generality of the foregoing, Company acknowledges and agrees that the Airport (i) is currently undergoing and may from time to time hereafter undergo renovation, construction, and other Airport modifications; and (ii) may from time to time adopt rules and regulations relating to security and other operational concerns that may affect Company's business. Such construction and renovation programs might involve barricading, materials storage, noise, the presence of workers and equipment, rearrangement, utility interruptions, and other inconveniences normally associated with construction and renovation. Although City will use reasonable efforts to minimize the effect of Airport changes on Company's business, Company acknowledges that such activity may have some effect on the Company's food and beverage operations located at the Airport, and Company shall not be entitled to any rent credit or other compensation therefor.

At any time and from time to time, City may, without the consent of Company, and without effecting Company's obligations under this Agreement, at City's sole discretion, (a) change the shape, size, location, number and extent of the improvements in any portion of the Airport, including without limitation the concourses, boarding areas, and restaurant areas and security areas located within the Terminal Building, (b) build additional stories above or below the Airport buildings, including the Terminal Building, (c) eliminate or relocate public entrances to the Leased Premises so long as there is at all times one public entrance to the Leased Premises, (d) construct multi-level, elevated or subterranean parking facilities and (e) expand or contract the Airport, including redefining the Airport boundaries so as to include additional lands within the Airport or exclude lands from the Airport or both. Without limiting waivers set forth elsewhere in this Agreement, Company hereby waives all claims against City and releases City from all losses that Company suffers or incurs arising out of or in connection with any changes to the Airport or any portion of the Airport and Company further agrees that Company will not be entitled to any rent abatement or any other rent relief in connection with any changes to the Airport or any portion of the Airport.

Section 3.5 Common Areas. The term "common areas" means all areas and facilities located within the Airport that are determined by City from time to time for the general use and convenience of the tenants of the Airport and other occupants of the Airport and the traveling public and other visitors to the Airport such as concourses, sidewalks, elevators, escalators, parking areas and facilities, restrooms, pedestrian entrances, driveways, loading zones and roadways. City may, in its sole discretion, and without any liability to Company (a) change the common areas, (b) increase or decrease the common areas (including conversion of common areas to leasable areas and the conversion of leasable areas to common areas) and (c) impose parking charges. City will, in its sole discretion, maintain the common areas, establish and enforce Airport rules and regulations concerning the common areas, close temporarily portions of the common areas for maintenance purposes, and make changes to the common areas including changes in the location of security check points, driveways, entrances, exits, parking spaces, parking areas, and the direction of the flow of traffic.

SECTION 4
USES AND PRIVILEGES

Section 4.1 Concession Rights Granted. For and in consideration of the prompt payment of the compensation to City as hereinafter provided, City hereby grants to Company, subject to all of the terms, covenants and conditions of this Agreement, the

Terminal Building right and obligation to operate and maintain the Food and Beverage services operation.

Due to Company operating days and hours anticipated to be less than the full days and hours the terminal is open to the public, the City maintains the right to place beverage and food vending machines in the terminal at its discretion.

Company shall enjoy the following privileges in connection with its use of the Leased Premises:

(a) The right, privilege, and obligation to conduct and operate a Terminal Building restaurant services operation at the Airport. Company shall not engage in any other business on the Airport under this Agreement.

(b) The right, privilege and obligation to sell food, alcoholic and non-alcoholic beverages to passengers, employees and the general public and to cater airline and private aircraft food and beverage needs, as well as meetings and special events taking place on airport, in accordance with the terms and conditions outlined herein. Company shall sell food and beverages only in accordance with the terms of this Agreement.

(c) (d) If space is available, and at the sole option of City, Company may lease additional storage and office space identified by City as available for such purposes, at an annual rate to be paid monthly in an amount at least equal to the then current rate on a per square foot basis for similar or equivalent space.

Section 4.2 Operational Assurances and Requirements.

(a) Company shall pay to the City a refundable deposit of $500.00 prior to occupying leasehold. Deposit will be held to cover cleaning, repairs to leasehold and missing City-owned property should Company vacate without returning leasehold to the satisfaction of the Director.

(b) **Approval of Menus.** Company shall not conduct any other business, or sell any type of food and beverage products unless specifically authorized to do so by the Director. Company shall be permitted to sell those menu items outlined in **Exhibit B**, attached. Major changes to the menu and prices shall be submitted to the Director for his review and written approval prior to the change. City will respond to such requests for authorization within a reasonable time not to exceed five (5) business days. This does not apply to menus for catering, meetings and special events, which are for private use only and not for public consumption.

(c) **Development of Food and Beverage Business**. At the location(s) indicated herein, Company shall provide food and beverage service, including vending machines, every day of the term hereof, without exception. Company shall not

divert, cause or permit to be diverted any business from the Leased Premises without the written approval of the Director. Such approval shall be subject to fees for non-airport use of airport facility and equipment. It is acknowledged that Company may operate a catering service from its Airport leasehold. Such catering revenue shall be accounted separately and the City will be paid a commission on all such catering revenues per **Section 5**. Company shall take all reasonable measures, in every proper manner, to develop, maintain and increase the business conducted by it under this Agreement. Company shall actively operate the food and beverage facility so as to best serve the needs of the traveling public and tenant employees at the airport.

(d) **Advertising and Promoting Products.** Company may advertise services and products within the Leased Premises only upon the written approval of the Director. City will respond to such requests for authorization within a reasonable time not to exceed five (5) business days. Receipts for any such advertising or promotion, if any, shall be subject to fees as described in Section 5 hereof. This does not pertain to the advertisement or promotion of food and beverages sold in the leased premises.

(e) **Dispute with Other Tenants**. In the event of a dispute between Company and any other Airport tenant as to the services to be offered or products to be sold, Company shall meet and confer with the Director, who shall consider the rights and obligations set forth in the tenants' Agreements with the City and make a determination. Company agrees to that it shall be bound by the decision of the Director.

(f) **No Other Uses.** Company shall not use nor permit the Leased Premises to be used for any purpose other than as herein above set forth except with the prior written consent of City, nor for any use in violation of any applicable present or future law, ordinance, rule or regulation of any governmental authority, agency, department or officer thereof.

(g) **Purchasing.** The Company shall have the right to purchase Personal Property or services, materials and supplies used by Company from any person or company of Company's choice. The Company shall have the right to make agreements with any person or company of Company's choice for services to be performed for Company which are incidental to the conduct of Company's activities. It is understood that if Company's suppliers, contractors and furnishers of service exclusively use any portion of the Airport or facilities of City, then City may charge reasonable fees therefore, but nothing herein gives the Company the right to grant to any other party the privilege to use any portion of the Airport or facilities of City.

(h) **Disposal of Equipment**. The Company may dispose of equipment, which is not City property, and which has been replaced or fully amortized, or which is

unnecessary; provided, that such right shall not be construed as authorizing the conduct of a separate business.

(i) **Employees' Parking Facilities**. If not otherwise provided, Company shall have the right to the use of reasonably adequate vehicular parking facilities for its employees employed at the Airport in common with other employees, which facilities shall be located in an area designated by the Airport Director as near as practicable to the Terminal Building. Only employees assigned to the Airport shall use the Terminal Building employee parking facilities. City reserves the right to assess a reasonable charge for such employee parking facilities, based on the cost of providing, operating, and maintaining the facilities as set forth on City's published schedule of Airport rates, fees and charges.

(j) **Access.** (1) Subject to the provisions hereof, the rules, regulations, and ordinances, and such restrictions as Company may impose with respect to its Leased Premises, City hereby grants to Company, its agents, suppliers, employees, contractors, passengers, guests, and invitees, the right and privilege of access, ingress, and egress to the Leased Premises and to public areas and public facilities of the Terminal; (2) The ingress and egress provided for above shall not be used, enjoyed, or extended to any person engaging in any activity or performing any act or furnishing any service for or on behalf of Company that Company is not authorized to engage in or perform under the provisions hereof unless expressly authorized by City; (3) City shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Company's use pursuant to this Agreement or otherwise, either temporarily or permanently; provided that reasonable notice to Company and a reasonably convenient and adequate means of access, ingress and egress shall exist or be provided in lieu thereof. City shall suffer no liability by reason thereof and such action shall in no way alter or affect any of Company's obligations under this Agreement

(k) Company must maintain, at minimum, a state-issued Beer and Wine Permit at all times and provide such beverages for sale at all times as permitted by such Permit. However, the Director may suspend this requirement, if deemed in the interest of the City.

(l) **Pest Control.** Company is responsible for maintaining monthly scheduled licensed pest control.

(m) **Grease Trap.** Company is responsible for cleaning the grease pit and ensuring proper disposal of removed grease in accordance with City ordinance.

Section 4.3 No Joint Venture or Partnership. This Agreement shall not be deemed or construed (a) to create any relationship of joint venture or partnership between City and Company, (b) to give City any interest in the business of Company,

or (c) to grant to Company any powers as an agent or representative of City, the Authority, or the City for any purpose or to bind City, the Authority, or the City.

SECTION 5
COMPENSATION, BOOKKEEPING, AND AUDIT

Section 5.1 Compensation

(a) Rent. - No rent or payments are due the City in Years 1, 2, and 3 of this Agreement. Beginning in Year 4, as consideration for the privilege of operating the Food and Beverage Concession hereunder, Company shall pay to the City each year, for the full term of the Agreement, in monthly installments 10% of the Net Revenues.

(b) Other Fees and Charges. Notwithstanding the above, City expressly reserves the right to assess and collect the following:

1. A reasonable fee payable by Company or its Terminal Building employees for the employee parking area(s) provided at the Airport.

2. Charges for other services or facilities not enumerated herein which are provided by City to Company, at Company's request, except as provided in Section 7.2. Such services or facilities may include, but are not limited to, special maintenance of Leased Premises. Charges will be based on the actual cost of providing such facilities or services.

3. Catering Commission – Company shall separately account and report all on-site and off-site catering and shall pay a concession fee of 10% on such Net Revenues from sales beginning on the fourth year of contract term.

Section 5.2 –Net Revenues Defined

As used herein, the term "**Net Revenue**" means the Company's total revenue less its operating expenses, interest paid, depreciation, and taxes from Leased Premises, whether delivered on or off the Airport, and whether paid for in cash or credit.

Section 5.3 – Statements, Books and Records.

Within ten (10) days after the close of each calendar month of the term of this Agreement, Company shall submit to City, in such detail and form as may be specified by City, certain information, including but not limited to, a statement of its Net Revenues during the preceding month said statement to be signed by a responsible accounting officer of Company. Said statement shall include, at a minimum, a breakdown of Company's sales at each location for food and beverages. City reserves the right to audit Company's financial records, change the form of the monthly statement and to require the submission by Company of other information pertaining to the Net Revenues hereunder, and Company agrees to change the form of its statements to that requested by City and to provide any additional information City may request.

Section 5.4 - Late Fees on Overdue Payments
Any payment not received from Company within ten (10) days after the due date shall accrue a late fee at an interest rate of one percent (1.0%) per month, beginning with the original due date until paid in full, subject to a minimum late fee of twenty-five dollars ($25.00).

SECTION 6
IMPROVEMENTS AND EQUIPMENT IN LEASED PREMISES

Section 6.1 Improved Space. The Leased Premises is provided by the city fully finished and equipped, as-is, for typical food and beverage services operation.

Section 6.2 Alterations and Improvements. Company shall not install or erect additional, nonstructural improvements in the Leased Premises, or alter, change, or make other improvements unless and until plans and specifications for such additional alterations or improvements shall have been submitted to and approved in writing by Director. Full and complete plans and specifications for all work, facilities, improvements, and finishes, and the time required to complete same, shall be submitted to and receive the written approval of Director before any work or construction is commenced. Any such alterations or improvements shall be without cost to City, except as provided in Section 6.3 below. All structural improvements, equipment and interior design and decor constructed or installed by Company, its agents, or contractors, including the plans and specifications, shall be of attractive construction and first- class design and shall comply with any and all applicable statutes, ordinances, building codes, and rules and regulations. City shall make its architect for the Terminal Building available for coordination on design matters.

Approval of City shall extend to and include architectural and aesthetic matters and City reserves the right to reject any layout or design proposals submitted and to require Company to submit any such layout or design proposal until they meet City's approval.

One reproducible final copy of the as-built plans for all improvements or subsequent changes therein or alterations thereof to the Leased Premises shall be signed by Company and submitted to the Director within thirty (30) days following completion of any project. These plans, and any subsequent modifications or alterations, shall also be furnished to City on computer discs as electronic files in a format compatible with the CAD system used by City.

Section 6.3 Title, Removal, and Demolition of Improvements. All permanent improvements, additions and alterations made to the Leased Premises and any items on **Exhibit C** purchased from the allowance provided in Section 6.3 by Company shall upon installation become the property of City free and clear of liens or encumbrances; provided, however, that any Trade Fixtures, signs and other Personal Property of Company not permanently affixed to Leased Premises shall remain the property of Company. Should Company fail within twenty (20) business days following the termination of this Agreement to remove its Trade Fixtures, signs and other Personal Property of Company not permanently affixed to Leased Premises, then at the option of City, title to same shall vest in City at no cost to City.

Company shall not remove or demolish, in whole or in part, any improvements upon Leased Premises without the prior written consent of the Director. Company understands and agrees that consent may be conditioned upon the obligation of Company to replace the same by an improvement specified in such consent at Company's sole expense.

SECTION 7
MAINTENANCE

Section 7.1 City's Obligations in Terminal Building.

(a) City shall provide structural maintenance of the Terminal Building and maintenance of electrical, heating, ventilating and air conditioning systems providing services to the leased premises.

(b) City will at all times maintain, operate, and keep in good repair the Terminal Building, and all appurtenances, facilities, and services now or hereafter connected thereto.

Section 7.2 Company's Obligations in Terminal Building.

(a) Except for structural maintenance of the Terminal Building, as provided in Section 7.1, Company shall be obligated, without cost to City, to maintain the Leased Premises in good appearance, repair, and safe condition consistent

with good business practices, industry standards and in accordance with all applicable laws and rules and regulations of the City. Company shall maintain and repair all Leasehold Improvements and all furnishings, fixtures, and equipment therein, whether installed by Company, the City or by others, including repainting or redecorating as necessary, and replacing or repairing worn fixtures or furnishings. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Director. In Years One and Two of the Agreement, Company shall be responsible for such repairs to City-owned equipment up to Two Hundred Fifty dollars (**$250**) in cost. Company shall advise City of such repair costs estimated to exceed $250.00. Company shall not obligate City to any expenditure to repair/replace City-owned equipment. City shall be responsible for any repairs to City-owned equipment which exceeds Two Hundred Fifty dollars ($250) with the exception that any damage resulting from Company's or its employee's or agent's abuse or neglect shall be the full responsibility of Company. In Year Three, Company shall be responsible for such repairs to City-owned equipment up to Five Hundred dollars (**$500**) in cost. City shall be responsible for any repairs to City-owned equipment which exceeds Five Hundred dollars ($500) with the exception that any damage resulting from Company's or its employee's or agent's abuse or neglect shall be the full responsibility of Company. After Year Three, Company shall be responsible for all repair and replacement costs of City-owned equipment.

(b) Company shall be responsible for collecting and transporting all trash to City designated trash containers in a manner satisfactory to the Director.

(c) If City determines that maintenance of the Leased Premises is not satisfactory, City shall so notify Company in writing. If said maintenance is not performed by Company within fifteen (15) days after receipt of written notice, City or its agent shall have the right to perform the maintenance therefor and Company agrees to reimburse City promptly for the cost thereof, plus ten percent (10%) thereof for administrative overhead.

(d) Upon execution of this Agreement, Company shall establish a preventive and routine maintenance program, the provisions of which shall be subject to the approval and periodic review by the Director. Company shall from time to time, upon request, provide the Director a written schedule of Company's cleaning and maintenance program.

(e) On or about the commencement of each calendar year, representatives of City and Company shall tour the Leased Premises and jointly agree upon what, if any, routine Refurbishment is required to maintain the Leased Premises in first-class condition, and Company shall undertake such Refurbishment at its sole cost and expense. If Company and City cannot jointly agree upon the type and extent of Refurbishment, City may at its sole discretion determine the Refurbishment required.

(f) Upon discovery, Company shall immediately give oral and written notice to City of any hazardous or potentially hazardous conditions in the Leased Premises or in the Terminal Building. Any hazardous or potentially hazardous condition in the Leased Premises shall be removed and disposed of immediately in accordance with local, state and federal regulations. At the direction of the Director or Health Department, Company shall close the Leased Premises until such hazardous or potentially hazardous condition is removed.

(g) Company agrees to employ sufficient maintenance and janitorial personnel, and provide necessary equipment, to keep the Leased Premises and all furniture, furnishings, fixtures and equipment clean, neat, safe, sanitary and in good working order and condition at all times.

(h) Company shall, at its cost, comply with all fire suppression, health and sanitary regulations, inspections and maintenance adopted by all applicable governing bodies and all rules and regulations promulgated by the City. Company shall give access for inspection purposes to any duly authorized representatives of such governing bodies and to the Director and Company shall promptly give a copy of any reports to the Director.

SECTION 8
OPERATIONS OF LEASED PREMISES

Section 8.1 – Hours of Operation. Company shall actively operate its restaurant operation in and use its best efforts to accomplish a business-like operation therein. The restaurant shall be open to serve the public Sunday through Friday with the exception of Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, July 4th and Labor Day , unless otherwise authorized in writing by the Director. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Agreement shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and airline operating schedules. Company may advise the Director of Company's analysis of the optimum arrangements, but the final determination shall be made by the Director based on an analysis of necessary service to the public. No facilities shall be blocked off or closed at any time during the approved hours of operation.

Section 8.2 – Delivery of Goods. Company shall arrange for the timely delivery of all food products, goods, merchandise, and supplies, at such times, in such location(s), and by such routes as determined by the Director and according to such procedures that may be established from time to time by the Director and, in the case of deliveries to higher security areas, the Transportation Security Administration.

Section 8.3 Utilities. The cost of all utilities, excluding phone and data, used or consumed in the Leased Premises shall be borne by the City. Company shall provide

its own data. The City's Wi-Fi, which is provided free to passengers, shall not be used by Company for business uses.

Section 8.4 Personnel. All personnel employed by Company shall be neat, clean, groomed and courteous at all times. Company shall employ sufficient trained personnel to staff and meet the reasonable needs or demands of patrons. Personnel shall be thoroughly qualified, familiar with the business, the products sold, courteous, informative and helpful to the public.

(a) **Removal of Employees**. After receipt of written notice from City, Company shall immediately remove any employee or other representative of Company from the Airport who participates in improper or illegal acts on the Airport, who violates Airport rules and regulations or any provision of this Agreement, or whose continued presence on the Airport is, in the opinion of the Director, deemed not to be in the best interests of City.

(b) **Conduct of Suppliers, Others.** Company shall not allow its agents, servants, contractors, suppliers or employees to conduct business in a loud, noisy, boisterous, offensive or objectionable manner. Company shall ensure that all personnel treat all patrons equally and courteously.

(c) **Lawful Working Age.** All employees or other personnel of Company working on City property shall be of lawful working age. Company shall comply with all federal, state and local labor and employment laws, including laws and regulations relating to the handling, sale, and serving of alcoholic beverages.

(d) **Employee Appearance.** Company shall ensure that its employees present a neat, clean, and orderly appearance at all times.

(e) **Security Background Checks.** Employees of Company providing services in secured areas of the Terminal Building must qualify for a security clearance, submit to the required fingerprinting and background check, and obtain appropriate security badges, at Company's expense, and otherwise comply with security regulations that may be established by the City and the TSA from time to time. Personnel who are refused security clearance shall not be permitted by Company to perform work in the secured areas of the Airport.

(f) **General Manager.** Company shall select and appoint a qualified general manager with day-to-day responsibility for the food and beverage concession. The management employee shall be in complete charge of Company's operation at the Airport and shall be a qualified and experienced manager vested with full powers to conduct Company's operation hereunder. The management employee shall be available during regular business hours; and at all times during his/her absence, a designated representative of the Company shall be in charge and available. City shall have the right to approve the appointment of Company's general manager prior to assignment to the Airport.

Section 8.5 – Quality and Character of Service.

(a) **Type of Operation.** Company shall maintain and operate the concession privileges granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgement of City, does not interfere, annoy, disturb, or offend others at the Airport. Company shall ensure that each customer receives prompt, efficient and courteous service. In conjunction with that requirement, Company shall ensure that the operation has adequate staff to provide such service. Company shall ensure that all locations are adequately staffed during normal peak operating hours and during any special or emergency situation. Company shall conduct its business in the manner described in the Company's Proposal, incorporated herein by reference.

(b) **Quality of Food.** Company shall supply sufficient goods and product to fully stock its Leased Premises. All foodstuff must be new, fresh, and of top quality. Branded food and beverage units will, at a minimum, conform to the requirements established by the franchisor or licensor.

(c) **Pricing.** The Company has covenanted in the Company's Proposal to charge prices that are reasonable and comparable to prices charged for similar items in similar facilities in the Abilene area. The Airport reserves the right to verify, approve or reject the prices and/or comparables used by the company. Comparable facilities shall mean food and beverage facilities offering similar service, quality, and quantity of offerings, including shopping malls or downtown locations. Comparable facilities shall not include special event venues, seasonal festivals, fairs and sporting events, or hotels and convention centers.

(d) **Director's Right to Object.** The Director shall have the right to raise reasonable objections to the condition of the Leased Premises, the quality and quantity of food and beverage offered, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said Director to be remedied by Company.

(e) **Services Nondiscriminatory.** Company shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable and nondiscriminatory prices; provided, however, that Company may make or give such reasonable and nondiscriminatory discounts, rebates, or other similar price reductions as it may deem necessary to encourage customer acquisition and loyalty.

(f) **Replacements and Refunds.** Company may, at all times during the term of this Agreement, and without any additional charge to customers, replace any food or beverage product by said customer to be unsatisfactory, or shall provide said customer a full refund therefor.

(g) **Credit/Debit Cards.** At all times during the term of this Agreement, Company shall accept as payment for goods and services all nationally recognized

credit/debit cards (e.g., American Express, Master Card, Visa, etc.). Company is encouraged to accept Apple, Google and other mobile device payment methods.

(h) **General Public Services.** Company understands and agrees that its operation at the Airport obligates it to render public services such as making change upon request and without charge, giving directions, and reasonably assisting the public, when requested.

(i) **Additional Compliance.** Company shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Agreement.

(j) **Vending Machines.** Company may be permitted to install vending machines at the approval of the Director. The Company shall present the types of vending machines, the proposed stock and location to the City for approval.

Section 8.6 – Signs.

(a) **Right to Install.** Company shall have the right to install and operate upon or in the Leased Premises, and at Company's sole cost and expense, signs containing its name and representing its business. Company acknowledges City's desire to maintain a high level of aesthetic quality in the Terminal Building and in all concession facilities throughout the Terminal Building. Therefore, Company covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Leased Premises, it will submit to City the size, design, content, and intended location of each and every sign it proposes to install on or within the Leased Premises, and that no signs of any type shall be installed on or within the Leased Premises without the specific prior written approval of Director as to the size, design, content, and location. Neon, handwritten, or hand lettered signs are prohibited. Notwithstanding any prior written approval, upon written notice from the Director at any time during the term of this Agreement, Company shall install, remove, or modify any signs which the Director deems necessary or unnecessary for identification or information to the public, passengers, or other Airport users. Failure to require removal of any sign placed on or about the Leased Premises without written permission shall not imply consent or limit the authority of the Director to require removal of any unapproved sign.

(b) **Signs and Fixtures Outside Premises**. Company shall not place or install any racks, stands, and trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Leased Premises without the express prior written approval of the Director.

(c) **Removal of Signs.** Upon the expiration or sooner termination of this Agreement, Company shall, if requested by the Director, remove any and all identification signs and similar devices placed by Company on or in the Leased Premises. In the event of the failure on the part of Company to so remove each and every sign as requested by the Director, the Director may perform such work and, upon demand, Company shall pay the cost thereof to City.

Section 8.7 - Security. Company acknowledges and accepts full responsibility for the security and protection of the Leased Premises and any and all inventory, equipment, and facilities now existing or hereafter placed on or installed in or upon its Leased Premises, and for the prevention of unauthorized access to its facilities and expressly agrees to comply with all rules and regulations of the Airport and of any and all other governmental entities that now or may hereafter have jurisdiction over such security. Company further expressly acknowledges and accepts full responsibility to maintain the integrity of the airfield security from or through the leased premises to the airfield operations area, and hereby agrees to fully comply with all Federal, State and local laws, including, but not limited to 49CFR Part 1542, Airport Security, as amended from time to time, and with all rules and regulations of Airport concerning security procedures, as they presently exist or may be amended from time to time.

SECTION 9
LICENSES AND TAXES

Company covenants and agrees to obtain all proper licenses or permits for the operation of its business hereunder, and to pay all taxes assessed or imposed by any governmental authority upon the fees, rentals, and charges and upon any improvements erected or installed thereon. Company shall, after notifying City of its intention to do so, have the right to contest in good faith by all appropriate proceedings, the amount, applicability, or validity of any such tax or assessment. In the event that Company shall fail to pay any of the foregoing items required by this Section, City may (but shall be under no obligation to) pay the same, and any amounts so advanced therefor by City shall become an additional obligation of Company, which amounts, together with interest thereon at the rate of one percent (1.0%) per month from the date thereof, Company agrees to pay upon demand. The foregoing provision shall in no way be construed as restricting City from contesting the legality of any such tax or other governmental assessment.

SECTION 10
LIENS, PAYMENTS AND PERFORMANCE BONDS

Construction Surety Bond. Company shall not allow any liens to attach to the Leased Premises or its leasehold interest without the prior written approval of City. Prior to the commencement of any construction, alteration, or repair hereunder which exceeds twenty-five thousand dollars ($25,000) in cost, Company or its contractor shall furnish to City, and without expense to City, a surety bond, naming City as co-obligee, issued by a surety company licensed to transact business in the state of Texas and satisfactory to and approved by City with Company's contractor or contractors as principals, in a sum not less than one hundred percent (100%) of the total cost of contract or contracts for the construction, alteration, or repair of the improvements and facilities mentioned herein. Said bond shall guarantee the prompt

payment of all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by said contractor, subcontractor(s) and suppliers in the prosecution of the work provided for in said construction contract and shall protect City from any liability, losses or damages arising therefrom.

Section 11
Damage or Destruction of Leased Premises in Terminal Building

Section 11.1 Partial Damage. If all or a portion of the Leased Premises is partially damaged by fire, explosion, the elements, public enemy, or other casualty, but not rendered untenantable, the same will be repaired with due diligence by City subject to the limitations of Section 13.4; provided, however, that if the damage is caused by the negligent act or omission of Company, its sub-Lessee, agents, or employees, to the extent that such damage or destruction is not covered by insurance, Company shall be responsible for reimbursing City for the costs and expenses incurred in such repair.

Section 11.2 Extensive Damage. If the damages referred to in Section 13.1 shall be so extensive as to render the Leased Premises untenantable, but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by City subject to the limitations of Section 13.4; and, the compensation payable herein under Section 5 shall abate from the time of such damage or destruction until such time as the said Leased Premises is fully restored and certified by City's Building Inspectors as ready for occupancy; provided, however, that if said damage is caused by the negligent act or omission of Company, its sub-Lessee, agents or employees, said fees and charges will not abate and, to the extent that such damage or destruction is not covered by insurance, Company shall be responsible for reimbursing City for the costs and expenses incurred in such repair.

Section 11.3 Complete Destruction. In the event the Leased Premises is completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or so damaged that it is untenantable and cannot be replaced for more than thirty (30) days, City shall undertake the repair, replacement, and reconstruction of said Leased Premises; and compensation payable herein under Section 5 shall abate as of the time of such damage or destruction until such time as the said Leased Premises is fully restored and certified by City's Building Inspectors as ready for occupancy; provided, however, that if said damage is caused by the negligent act or omission of Company, its sub-Lessees, agents, or employees, said fees and charges will not abate, and to the extent that such damage or destruction is not covered by insurance, Company shall be responsible for reimbursing City for the costs and expenses incurred in said repair; provided further, however, if within twelve (12) months after the time of such damage or destruction said Leased Premises shall not have been repaired or reconstructed, Company may cancel this Agreement in its entirety.

Section 11.4 Limits of City's Obligations. It is understood that, in the application of the foregoing Sections 11.1, 11.2, and 11.3, City's obligations shall be limited to repair or reconstruction of the Terminal Building Leased Premises to the same extent and of

equal quality as obtained at the commencement of operations. Redecoration and replacement of furniture, fixtures, equipment, and supplies provided by Company shall be the responsibility of Company and any such redecoration and refurnishing/re-equipping shall be of equivalent quality to that originally installed hereunder.

SECTION 12
FEDERAL REQUIREMENTS

(a) Company, its successors in interest and assigns, does hereby covenant and agree that:

(i) No person on the grounds of race, color, national origin or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(ii) In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

(iii) The Company shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Part 21, Non-discrimination in federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(b) Company acknowledges and agrees that the provisions of all Federal-Aid Airport Program Grant Agreements with the City that are applicable to the Airport are by reference made a part hereof to the same extent as though copied herein at length.

(c) Nothing herein shall be deemed to grant Company any exclusive right for the use of any landing area or air navigation facility upon which Federal funds have been expended, within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended or supplemented.

(d) Company agrees to comply with the City's Disadvantaged Business Enterprise programs insofar as such programs are applicable to Company's operations on the Airport. Company acknowledges that the goals set forth in such programs shall be subject to change without notice to Company.

(e) Public Benefit. Company agrees to operate the Leased Premises for the use and benefit of the public and further agrees:

(i) To use reasonable efforts to furnish good, prompt and efficient services adequate to meet all the demands for its services at the Airport;

(ii) To furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof; and

(iii) to charge fair, reasonable and nondiscriminatory prices for each unit of sale or service, provided that the Company may make reasonable nondiscriminatory discounts, rebates or other similar types of price reductions for volume purchases

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, Subpart F, the City has implemented a Disadvantaged Business Enterprise (DBE) concession plan under which qualified firms may have the opportunity to operate an airport business. DBE firms are encouraged to submit proposals for this concession opportunity. Full ACDBE program available upon request.

As of proposal, the overall ACDBE goal is not required for concessions other than Car Rental concessions. Should the Airport ACDBE goal be changed, restaurant will be required to comply with the program goal requirements. Airport Staff will further explain this in detail if it becomes required reporting.

SECTION 13
RIGHTS AND OBLIGATIONS OF CITY

Section 13.1 Right of Flight. Company understands that the City reserves the right of flight for the passage of aircraft above the surface of the Leased Premises in accordance with the criteria of the Federal Aviation Administration and that the grant and demise of the Leased Premises is subject to this reserved right of flight, which such right shall include the right to cause in such air space such noise as may be inherent to the operation of aircraft now known or hereafter used for the navigation of or flight in the air. Further, Company understands and agrees that City reserves the right to use said air space for landing at, taking off from and operating aircraft on and over the Airport.

Section 13.2 Operation, Maintenance and Expansion of Airport by the City.

(a) The City agrees to operate, maintain and keep in good repair the areas and facilities at the Airport for the public and Company in accordance with the practices of a reasonably prudent airport operator. The City agrees to use reasonable efforts to keep the Airport free from obstructions and to do all things

reasonably necessary for the safe, convenient and proper use of the Airport by those who are authorized to use the same. The City agrees to maintain and operate the Airport in accordance with all applicable standards, rules and regulations of the FAA and TSA.

(b) The City may expand and improve the Airport as it, in its sole judgment, may deem necessary to provide required facilities in the interest of the public and the City.

(c) The City shall have the right, but not the obligation, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Company in this regard.

SECTION 14
LIABILITY, INDEMNIFICATION, INSURANCE AND CONDEMNATION

Section 14.1 Liability. The City shall not be liable for its failure to perform any of the obligations under this Agreement or for any delay in the performance thereof, nor shall any delay or failure be deemed a default by the City when such failure or delay is the result of any cause beyond its reasonable control or jurisdiction. In any such case, a promptly written notice will be given by the City to Company of the existence of such cause and of readiness to resume performance upon the removal or termination thereof provided, however, that in every instance where the operation of the Airport and its facilities shall be wholly or partially suspended because of fires, storms, riots or acts of God, the City will proceed with due diligence and insofar as it has funds available to do so, to repair and restore the Airport and its facilities to such conditions as will permit its use and enjoyment as a commercial airport.

Section 14.2 Indemnification.

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.

"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.

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

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

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

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

Company 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 Company or Company'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 Company.

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

BOTH CITY AND COMPANY EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE COMPANY 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.

Section 14.3 Insurance.

(a) The Company shall provide and maintain, at its own expense, the following types and amounts of insurance, during the term of this Lease:

TYPE		AMOUNT
(i)	Comprehensive General (Public) Liability - to include (but not limited to) the following:	Combined single limit coverage (or equivalent) for bodily injury and property damage: $1 million on a per occurrence basis
	a) Premises/operations	
	b) Independent contractors	
	c) Personal injury liability	
	d) Contractual liability	
	e) Product / completed operations liability	
	f) Liquor Liability	
(ii)	Worker's Compensation and Employer's Liability	Statutory $100,000 per occurrence

The preceding amounts notwithstanding, the City reserves the right to increase the minimum amount required insurance to be effective 90 days after notice is sent to the address provided in Section 17.2 (or subsequent address provided in writing to the City, through its airport management designee.

(b) The procurement of said insurance shall not be construed to be a limitation upon the Company's liability or as a full performance on its part of the indemnification provisions of the Lease. The Company's obligations are, notwithstanding said policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the Leased Premises.

(c) Before commencement of activities under this Lease, the Company shall furnish to the City, certificates of insurance, plainly and clearly evidencing the required insurance, and thereafter, new certificates prior to the expiration date of any prior certificate. The Company understands that it is solely responsible to provide this necessary information. If the City notifies Company, in writing, that a violation of this article has occurred, Company will have 30 days to comply. If after thirty (30) days such violation has not been cured, this shall be considered a cause for cancellation of this lease, under the provisions of Section 15.

(d) 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 Risk Management office for their adequacy as to form, content, form of protection, and providing company.

(e) Insurance required by this Lease for the City, as additional insured, shall be primary insurance and not contributing with any other insurance available to the City, including any third party liability policy. The inclusion of the City as an additional insured is not intended to, and shall not make the City a partner or joint venturer with Company.

(f) The Company further agrees that with respect to the above-required insurance, the City shall:

(i) Be named as additional insured/or an insured, as its interest may appear;

(ii) Be provided with a waiver of subrogation; and

(iii) Be provided within thirty (30) days advance notice, in writing, of cancellation or material change.

(g) Said policies of insurance shall be performable in Taylor County, Texas, and shall be construed in accordance with the laws of the state of Texas.

(h) Protection against loss by fire or other casualty to the equipment or property of Company shall not be an obligation of the City.

Section 14.4 Insurance of the Leased Premises.

(a) Improvements. The Leased Premises shall be insured at all times during the term of this Agreement by Company for fire risks under a policy issued by a responsible insurance company. All such insurance policies on the Leased Premises shall name as insured thereunder the City and Company. Said insurance on a replacement cost basis, in an amount not less than fifty thousand dollars ($50,000), covering loss or damage to any buildings and/or improvements on the premises and premises contents owned or leased by the Company. The City of Abilene shall not be liable for any damages to fixtures, merchandise, or other personal property of Company, regardless of the cause, and the Company does hereby release the City from any such liability; and Company shall release and relieve the City, and waive it's entire claim of recovery for loss or damage to property arising out of any of the perils whether included in Company's property insurance, or not, regardless if the loss or damage is due to negligence of the City or the Company, or their respective agents, employees, guests, licensees, invitees, contractors or other persons.

(b) Reconstruct/Repair. In the event the Leased Premises or a substantial part thereof is damaged or destroyed by an insured casualty, Company shall at its sole cost reconstruct or repair the improvements and the insurance proceeds shall be applied to the reconstruction or repair of the improvement, the Company shall pay any deficiency between the cost of reconstructing or repairing the improvements to its state prior to such loss and the proceeds. The facilities shall be reconstructed or repaired, either in accordance with the original plans and specifications or in accordance with the new or modified plans and specifications jointly approved by the City and Company. Before any repair or reconstruction under this paragraph, Company shall submit plans and specifications to the City for approval.

SECTION 15
EVENTS OF DEFAULT AND REMEDIES

Section 15.1 Default by Company. The following shall be events of default as to the Company under this Agreement:

(a) Failure by the Company to pay any rent within thirty (30) days of the date it receives written notice from the City that such rent is past due.

(b) Failure by the Company to observe and perform any covenant, condition or agreement on its part to be performed other than as referred to in sub-section (a) for a period of thirty (30) days after receipt of written notice from the City specifying such failure and requesting that it be remedied.

(c) Abandonment or desertion of Leased Premises by the Company for any period of time exceeding thirty (30) consecutive calendar days or filing of any lien against the Leased Premises or Company's interest therein in violation of this Agreement and shall remain unreleased for a period of sixty (60) days from the date of such filing unless within said period the Company is contesting in good faith the validity of such lien and while such lien is appropriately bonded.

(d) A receiver is appointed without Company's application or consent, in any action or proceeding by or against Company and such action or proceeding is not stayed or discharged within sixty (60) days after its commencement, or Company is involuntarily made a party to any insolvency proceeding conducted pursuant to the laws of any state or of a political subdivision of any state and such proceeding is not stayed or discharged within sixty (60) days after its commencement, or Company involuntarily becomes a debtor in any case commenced under the provisions of the United States Bankruptcy Code, as amended and such case is not stayed or discharged within sixty (60) days after its commencement.

(e) The dissolution or liquidation of Company or the filing by Company of a voluntary petition in bankruptcy or failure by the Company promptly to remove any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Leased Premises.

Section 15.2 Remedies on Default. Whenever any event of default referred to in Section 15.1 hereof shall have happened, the City may take any one or more of the following remedial steps as against the Company:

(a) The City may re-enter and take possession of the Leased Premises of Company without terminating this Agreement and sub-lease the interest of the Company to any party or operate the same on behalf of the Company. In either case, holding the Company liable for the difference, if any, between the rents and other amounts payable by Company hereunder and the rents and other amounts payable by such sub-leasing.

(b) After thirty (30) days' written notice to Company, the City may terminate this Agreement, exclude the Company from possession of the Leased Premises and shall use its best effort to lease Company's interest therein to another party for the account of City holding Company liable for all rents and other amounts due under this Agreement and not paid by such other party.

(c) The City may take whatever other action at law or in equity as may appear necessary or desirable to collect the rent then due and thereafter to become due from Company or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Agreement.

(e) If the City and the Company disagree with respect to Company's obligations to pay money under this Agreement, Company may pay the amount under protest and such payment shall not prejudice Company's right to recover the disputed amount if it is determined that such payment was not due.

Section 15.3 : Non-Exclusive Remedy. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement.

Section 15.4: Legal Fees. In the event there should be a default under any of the provisions of this Agreement and the City should determine that the services of an attorney are required or the City incurs other expenses for the collection of rent or the enforcement of performance or observance of any obligation or agreement on the part of Company, the Company agrees that it will on demand therefor pay to the City the reasonable, just and necessary fees of such legal and other reasonable incurred expenses.

SECTION 16
ASSIGNMENTS, SUBLETTING, TERMINATION AND ENCUMBRANCES

Section 16.1 Assignment and Subletting

(a) Company covenants and agrees that it will not sell, convey, transfer or assign this Agreement or any part thereof or any rights created thereby or sublet the Leased Premises covered by this Lease or any part thereof without the prior written consent of the Director provided, however, that Company shall have the right to assign its interest hereunder or to sublet the Leased Premises to any subsidiary, affiliate or successor company thereof upon the condition that the Company hereunder shall remain liable for the full, faithful and complete performance of this Agreement. Upon approval of the Director, Company may sublet the Leased Premises subject to Company and Sub-Company remaining liable for the full faithful and complete performance of this Lease both pre-assignment and post-assignment. Such approval will consider the effect such sale, conveyance, transfer or assignment will have on the continued performance of successor company under this agreement and its response to the request for proposal.

(b) If, without the prior written consent of the Director, the Company assigns, sells, conveys, transfers or sublets in violation of Section (a) of this Section or if the Leased Premises are occupied by anybody other than the Company, as provided in this Lease, the City may collect rent from any assigns, sub-Company or anyone who claims a right to this Agreement or who occupies the Leased Premises and the City shall apply the net amount collected to the rental herein reserved but no such collection shall be deemed a waiver by the City of the covenants contained in subdivision (a) of this Section or an acceptance by the City of any such assignee or sub-Company.

(c) Any assignment or transfer of this Agreement or any rights of Company hereunder (except as otherwise permitted herein) whether it be a voluntary assignment without the consent of Director or an assignment or transfer by operation of law, shall be null and void and shall constitute a default on the part of the Company.

Section 16.2 Termination by Company. If not in default in any of its obligations hereunder, Company may at its option terminate this Agreement by giving the Director thirty (30) days' written notice thereof if any of the following shall occur:

(a) The City shall fail to remedy any breach by it of any of the covenants and agreements herein contained within thirty (30) days after receipt of a written notice by the Company of the existence of such breach.

(b) To the extent within its reasonable control, the City fails, for a period of thirty (30) days after receipt of a written notice by the Company to remove any or take the reasonable steps to remove a condition of the Airport caused by the act or omission of the City and such condition results in Company's inability to conduct business operations at the Airport.

(c) The condemnation and taking by authority of eminent domain of the Leased Premises or any part thereof that substantially renders unusable the operation by Company of its authorized business at the Airport.

SECTION 17
MISCELLANEOUS

Section 17.1 Consents and Approvals

(a) With respect to the approvals herein required of the Company, Company shall from time to time furnish to the City appropriate certifications setting forth the officers or representatives of Company who are authorized to grant such approvals and to bind the Company thereto.

(b) The City's Airport Director may give any consent or approval herein required of the City unless otherwise provided.

(c) All consents and approvals required or permitted herein by either party shall be given in writing.

Section 17.2 Notices All notices required or permitted to be given to the City or Company shall be deemed sufficiently given if in writing and sent either by registered mail or certified mail, postage prepaid, addressed as follows, or to such other address or addresses as the City or Less

City:

Director of Transportation Services
Abilene Regional Airport
2933 Airport Blvd., Suite 200
Abilene, Texas 79602

Company:

Josh Rader
1120 N. 2nd St
Abilene, TX 79601

Section 17.3 Brokerage. The Company represents and warrants that no brokers have been concerned on their behalf in the negotiation of this Agreement and that there are no such brokers who are or may be entitled to be paid commissions in connection therewith. Company shall hereby indemnify and save harmless the City of and from any claim for commission or brokerage made by any such brokers when such claims are based in whole or in part upon any acts or omissions by Company.

Section 17.4 Force Majeure. Neither the City nor Company shall be deemed in default hereunder if either party is prevented from performing any of its obligations, other than the payment of rentals, fees and charges hereunder, by reasons of strikes, boycotts, labor disputes, embargoes, shortages of energy or material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, acts of sabotage or any other circumstances for which it is not responsible or which are not within its control.

Section 17.5 Compliance With Laws. Company 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 Leased Premises.

Section 17.6 Entire Agreement. This Agreement constitutes the entire agreement between the City and Company.

Section 17.7 Lease to Federal Government. During time of war or national emergency, City shall have the right to lease the landing area or any part thereof the leased premises to the United States Government for military use and if any such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended but such suspension shall not extend the term of this Agreement, without written approval by the City.

Section 17.8 Place of Performance; Laws Governing Venue. This Agreement shall be performable and enforceable in Taylor County, Texas, and shall be construed in accordance with the laws of the State of Texas. Venue for any cause of action shall be Taylor County, Texas.

Section 17.9 Severability. Should any part of this Lease be held to be invalid, such invalidity shall not affect the balance of that provision or the remaining provisions of this Lease, which shall remain in full force and effect.

IN WITNESS WHEREOF this Agreement has been entered into and is effective as of the Effective Date and has been executed in quadruplicate original counterparts by the respective officers of the parties hereto as of the dates noted below.

City of Abilene, a Municipal Corporation

By:_____
Robert Hanna, City Manager

Date:_____

Bodeg-ish

By:_____
Josh Rader Owner

Date:_____

APPROVED:

_____
Stanley Smith, City Attorney

ATTEST

_____

ATTEST:

_____
Shawna Atkinson, City Secretary

AIRPORT TERMINAL FOOD AND BEVERAGE CONCESSION AGREEMENT

THIS AGREEMENT, by and between CITY OF ABILENE, TEXAS, a municipal corporation principally situated in Taylor County, ("City") and, Bodeg-ish a corporation existing under the laws of the State of TEXAS whose address is listed in Section 17.2.

W I T N E S S E T H:

WHEREAS, City controls, owns, operates, and maintains an airport in the City of Abilene, Taylor County, Texas known as the Abilene Regional Airport ("Airport"), with the power to grant rights and privileges with respect thereto, and

WHEREAS, Company is engaged in the business of operating Food and Beverage Concession as a service to the traveling public, and

WHEREAS, proposals were received for the operation of a food and beverage concession at the Airport pursuant to a Request for Proposals and the specifications contained therein, and Company was the company selected by this process and determined to be qualified to operate the concession, and

WHEREAS, City, on the terms and conditions herein contained, is willing to grant to Company the non-exclusive right to operate the food and beverage concession at the Airport Terminal;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, City and Company agree as follows:

SECTION 1
DEFINITIONS

Section 1.1 Definitions. The words and phrases defined in Section 1 shall have the following meanings when used elsewhere in this Agreement.

(a) **Agreement** means this Food and Beverage Concession Agreement between City and Company, as the same may be amended or supplemented from time to time pursuant to the terms hereof, which shall include the City's Request for Proposal and Company's response to said Request for Proposal, which is attached hereto and made an integral part hereof.

(b) **Airport** means the Abilene Regional Airport.

(c) **City** means the City of Abilene, a municipal corporation.

(d) **City Property** means finishes, fixtures, furnishings and equipment acquired, installed and owned by the City, as listed in **Exhibit C.**

(e) **Commencement Date** shall mean the first day of the Primary Term of this Agreement, which shall be the date of execution by the City Manager of the City of Abilene, following execution by company, and shall be the effective date of the agreement.

(f) **DBE** means Disadvantaged Business Enterprise as defined in 49 C.F.R. Part 23, subpart F, and shall include small business concerns which are owned and controlled by socially and economically disadvantaged individuals which shall include Small Business Administration ("SBA"), Section 8(a) certificate holders.

(g) **Director** shall mean the Director of Transportation Services (Director) of the City, or the designee of the Director whenever the Director is unable to act in such capacity.

(h) **DOT** means the United States Department of Transportation or any department of agency succeeding to its jurisdiction and function.

(i) **EPA** means the United States Environmental Protection Agency and any federal, state or local agency, or governmental entity, succeeding to, or being delegated with, its jurisdiction, functions, or responsibilities.

(j) **FAA** means the Federal Aviation Administration of the United States Department of Transportation, or any department or agency succeeding to its jurisdiction or function.

(k) **FAR** means Federal Aviation Regulations and shall include, but not be limited to, all regulations, policies, statements and directives promulgated or issued by the FAA.

(l) **Finishes** means those improvements to the Leased Premises installed by Company, including counters, partitions, carpeting, wall coverings, counters, heating, plumbing, ventilation, and air conditioning duct work and controls, ceilings, lighting and power fixtures, wiring, accessories and parts necessary to bring power to the Leased Premises.

(m) **Fiscal Year** shall mean City's fiscal year meaning the twelve (12) month period commencing October 1 and extending to September 30 of the following year.

(n) **Governmental Requirements** means all federal, state and local laws, rules, regulations, security plans, and rulings, including all amendments, now in effect or hereinafter enacted.

(o) **Expendables** shall mean commodities, supplies, glassware, dishes, utensils and consumable items.

(p) **Leased Premises** means the area or areas designated on **Exhibit "A"** attached hereto as the place or places within the Airport where concessions are located.

(q) **Leasehold Improvements** means all improvements and equipment which are affixed to the Leased Premises and which cannot be removed without material damage to the Leased Premises.

(r) **Minimum Annual Guarantee** if applicable, means the annual minimum guarantee payable monthly by Company to City subject to each and every term and condition contained in this Concession Agreement. In the event of a partial month, the monthly portion of the Minimum Annual Guarantee shall be prorated based on the number of days during the month that this agreement was in effect.

(s) **Personal Property** shall mean all movable property of the Company not directly related to the restaurant operations of the privileges granted hereunder, including office furniture, office equipment, and office supplies.

(t) **Term** shall mean the fixed term commencing no later than sixty (60) days after the commencement date, or upon the opening of operations for business, whichever occurs earlier.

(u) **Refurbish** or **Refurbishment** shall mean the routine repainting or redecoration of public areas within the Leased Premises, as necessary, including the replacement or repair of worn carpet, tile, furniture, fixtures or finishes. Refurbishment shall not mean the performance of routine or deferred maintenance.

(v) **Request for Proposal** means City's Request for Proposal for Food, and Beverage Concession for the Abilene Regional Airport, #CB-2346 dated June 15, 2023.

(w) **Terminal Building** means the Passenger Terminal Building at the Airport, as it exists on the date hereof, and any additions made thereto during the term of this Agreement.

(x) **Trade Fixtures** means all non-affixed items that are not City property, except Expendables, Personal Property, which can be removed without damage to the Leased Premises, including cash registers, safes, patron tables and chairs, display fixtures and the like.

(y) **TSA** shall mean Transportation Security Administration of the United States Department of Homeland Security, or any department or agency succeeding to its jurisdiction or function responsible for providing personnel

and equipment to screen passengers, baggage and goods at the Airport and enforcing federal transportation security regulations.

Section 1.2 Rules of Construction. Throughout this Agreement, unless the context clearly shall require otherwise

The singular includes the plural and vice versa;

(b) The words “and” and “or” shall be both conjunctive and disjunctive;

(c) The words “hereby”, “herein”, “hereof”, “hereto” and “hereunder” and any similar terms used in this Agreement refer to this Agreement;

(d) The words "all" and "any" mean "any and all";

(e) The word "including" shall not mean in a limiting nature, but shall be construed to mean "including without limitation";

(f) The word "he" or any other masculine pronoun includes any individual regardless of gender;

(g) Words denoting persons shall include firms, associations, partnerships, limited liability corporations, limited liability partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(h) Reference to any attachments or exhibits shall mean exhibits attached to this Agreement which shall be deemed incorporated fully by reference and made an integral part of this Agreement; and

(i) Any headings preceding the text of the Articles, and Sections of this Agreement and any Table of Contents or marginal notes appended to notes hereof shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction, interpretation or effect of this Agreement.

(j) Reference to articles or sections respectively shall mean articles or sections of this Agreement.

SECTION 2
TERM

Section 2.1 Term . This Agreement shall become effective on August 10, 2023_____and shall continue unless sooner terminated in accordance with this Agreement until August 31, 2026.

Section 2.1(a.) Option Periods. Upon 60 written days’ notice prior to the expiration of the preceding term, and with the mutual agreement between City and Company, this Agreement shall have two (2) one-year extensions.

Section 2.2 Holding Over. To provide continuous service to the air traveler and public, Company may, upon written request of City, remain upon the Leased Premises and manage the operation of all concessions subject to this Agreement for up to a one hundred eighty (180) day period, as so requested by City, after termination of this Agreement by expiration of the Term, cancellation or default, to give a new company sufficient time to be chosen and commence operation. Upon the termination of this Agreement, through the passage of time or otherwise, Company shall aid City, in all ways possible, in continuing the business of management of the operation of the facilities subject to this Agreement without interruption, between termination of this Agreement and commencement of operations by a new company.

In the event that Company, without request or objection by City, shall continue to occupy the Leased Premises beyond the Term of this Agreement, such holding over shall not constitute a renewal of this Agreement, but shall be considered a month-to-month tenancy only upon the terms incorporating all terms and conditions of this Agreement; except provided, however that, at City's option, the Minimum Annual Guarantee shall be equal to the last Minimum Annual Guarantee paid to City, increased by Consumer Price Deflator Index published by the U.S. Department of Labor, as may be selected by City. The Company will continue to pay rentals using the adjusted Minimum Annual Guarantee and the payment structure defined in Section 5 hereof. No such holdover shall be deemed to operate as renewal or extension of the Term. Such month-to-month tenancy may be terminated by City or Company by giving thirty (30) days' written notice of said termination to the other party at any time. Company will have no rights to renew or extend the term of this Agreement.

SECTION 3
LEASED PREMISES

Section 3.1 Leased Premises. For and in consideration of the mutual covenants contained herein, City hereby provides Company approximately **1,982** square feet of restaurant operating space hereinafter called "Leased Premises", as set forth on **Exhibit A**.

Future construction may relocate the dining area section reducing the total area of restaurant (as applicable) operating space as shown in **Exhibit A**. Secured area vending space and locations for bartending to be approved as negotiated by the Director.

For purposes of this Agreement relating to Company's responsibilities, the Leased Premises shall mean the areas shown on **Exhibit A** where (a) the exact boundaries are deemed to be three (3) inches inside each wall separating the Leased Premises from the adjacent premises or the external Terminal wall, and (b) with respect to the facade and/or wall on the front of the Leased Premises, separating the Leased

Premises from the Terminal common areas, the exact boundary is deemed to be the external face of the facade and/or wall.

In addition, and with the written approval of the Director, kiosks, tables and similar facilities may be located in other public areas of the terminal if doing so is warranted for enhanced customer service, and does not interfere with other terminal and passenger flow activities.

The area and location may from time to time be adjusted as hereinafter provided and subsequently illustrated on a revised **Exhibit A**.

Section 3.2 Extent of Leasehold. In addition to the exclusive use of the Leased Premises described in Section 3.1 above, Company shall possess the non-exclusive right of ingress and egress to and from the Leased Premises as may be necessary on through areas designated by the Director, subject to Airport rules and regulations, including security regulations, as may be amended from time to time, provided that Company's exercise of such right shall not impede or interfere unduly with the operation of the Airport by City, its tenants, customers and other authorized occupants. Company shall not place or install any racks, stands or other display of merchandise or trade fixtures in any Airport property outside the Leased Premises without the express prior consent of the Director. In no event will Company engage in any activity on the Airport outside the Leased Premises for the recruitment or solicitation of business.

Section 3.3 Remeasurement of Leased Premises. At any time and from time to time, the Director may cause City to conduct a space audit pursuant to which City remeasures the Leased Premises, using the Airport's then current measurement specifications. At the Director's request, Company and City shall enter into an amendment of this Agreement reflecting the results of such remeasurement.

Section 3.4 Changes to Airport. Company acknowledges and agrees that (a) City shall have the right at all times to change, alter, expand, and contract the Airport, including the Terminal Building and this Leased Premises, at the City's discretion (b) City has made no representations, warranties, or covenants to Company regarding the design, construction, pedestrian traffic, or views of the Airport or the Leased Premises. Without limiting the generality of the foregoing, Company acknowledges and agrees that the Airport (i) is currently undergoing and may from time to time hereafter undergo renovation, construction, and other Airport modifications; and (ii) may from time to time adopt rules and regulations relating to security and other operational concerns that may affect Company's business. Such construction and renovation programs might involve barricading, materials storage, noise, the presence of workers and equipment, rearrangement, utility interruptions, and other inconveniences normally associated with construction and renovation. Although City will use reasonable efforts to minimize the effect of Airport changes on Company's business, Company acknowledges that such activity may have some effect on the Company's food and beverage operations located at the Airport, and Company shall not be entitled to any rent credit or other compensation therefor.

At any time and from time to time, City may, without the consent of Company, and without effecting Company's obligations under this Agreement, at City's sole discretion, (a) change the shape, size, location, number and extent of the improvements in any portion of the Airport, including without limitation the concourses, boarding areas, and restaurant areas and security areas located within the Terminal Building, (b) build additional stories above or below the Airport buildings, including the Terminal Building, (c) eliminate or relocate public entrances to the Leased Premises so long as there is at all times one public entrance to the Leased Premises, (d) construct multi-level, elevated or subterranean parking facilities and (e) expand or contract the Airport, including redefining the Airport boundaries so as to include additional lands within the Airport or exclude lands from the Airport or both. Without limiting waivers set forth elsewhere in this Agreement, Company hereby waives all claims against City and releases City from all losses that Company suffers or incurs arising out of or in connection with any changes to the Airport or any portion of the Airport and Company further agrees that Company will not be entitled to any rent abatement or any other rent relief in connection with any changes to the Airport or any portion of the Airport.

Section 3.5 Common Areas. The term "common areas" means all areas and facilities located within the Airport that are determined by City from time to time for the general use and convenience of the tenants of the Airport and other occupants of the Airport and the traveling public and other visitors to the Airport such as concourses, sidewalks, elevators, escalators, parking areas and facilities, restrooms, pedestrian entrances, driveways, loading zones and roadways. City may, in its sole discretion, and without any liability to Company (a) change the common areas, (b) increase or decrease the common areas (including conversion of common areas to leasable areas and the conversion of leasable areas to common areas) and (c) impose parking charges. City will, in its sole discretion, maintain the common areas, establish and enforce Airport rules and regulations concerning the common areas, close temporarily portions of the common areas for maintenance purposes, and make changes to the common areas including changes in the location of security check points, driveways, entrances, exits, parking spaces, parking areas, and the direction of the flow of traffic.

SECTION 4
USES AND PRIVILEGES

Section 4.1 Concession Rights Granted. For and in consideration of the prompt payment of the compensation to City as hereinafter provided, City hereby grants to Company, subject to all of the terms, covenants and conditions of this Agreement, the

Terminal Building right and obligation to operate and maintain the Food and Beverage services operation.

Due to Company operating days and hours anticipated to be less than the full days and hours the terminal is open to the public, the City maintains the right to place beverage and food vending machines in the terminal at its discretion.

Company shall enjoy the following privileges in connection with its use of the Leased Premises:

(a) The right, privilege, and obligation to conduct and operate a Terminal Building restaurant services operation at the Airport. Company shall not engage in any other business on the Airport under this Agreement.

(b) The right, privilege and obligation to sell food, alcoholic and non-alcoholic beverages to passengers, employees and the general public and to cater airline and private aircraft food and beverage needs, as well as meetings and special events taking place on airport, in accordance with the terms and conditions outlined herein. Company shall sell food and beverages only in accordance with the terms of this Agreement.

(c) (d) If space is available, and at the sole option of City, Company may lease additional storage and office space identified by City as available for such purposes, at an annual rate to be paid monthly in an amount at least equal to the then current rate on a per square foot basis for similar or equivalent space.

Section 4.2 Operational Assurances and Requirements.

(a) Company shall pay to the City a refundable deposit of $500.00 prior to occupying leasehold. Deposit will be held to cover cleaning, repairs to leasehold and missing City-owned property should Company vacate without returning leasehold to the satisfaction of the Director.

(b) **Approval of Menus.** Company shall not conduct any other business, or sell any type of food and beverage products unless specifically authorized to do so by the Director. Company shall be permitted to sell those menu items outlined in **Exhibit B**, attached. Major changes to the menu and prices shall be submitted to the Director for his review and written approval prior to the change. City will respond to such requests for authorization within a reasonable time not to exceed five (5) business days. This does not apply to menus for catering, meetings and special events, which are for private use only and not for public consumption.

(c) **Development of Food and Beverage Business**. At the location(s) indicated herein, Company shall provide food and beverage service, including vending machines, every day of the term hereof, without exception. Company shall not

divert, cause or permit to be diverted any business from the Leased Premises without the written approval of the Director. Such approval shall be subject to fees for non-airport use of airport facility and equipment. It is acknowledged that Company may operate a catering service from its Airport leasehold. Such catering revenue shall be accounted separately and the City will be paid a commission on all such catering revenues per **Section 5**. Company shall take all reasonable measures, in every proper manner, to develop, maintain and increase the business conducted by it under this Agreement. Company shall actively operate the food and beverage facility so as to best serve the needs of the traveling public and tenant employees at the airport.

(d) **Advertising and Promoting Products.** Company may advertise services and products within the Leased Premises only upon the written approval of the Director. City will respond to such requests for authorization within a reasonable time not to exceed five (5) business days. Receipts for any such advertising or promotion, if any, shall be subject to fees as described in Section 5 hereof. This does not pertain to the advertisement or promotion of food and beverages sold in the leased premises.

(e) **Dispute with Other Tenants**. In the event of a dispute between Company and any other Airport tenant as to the services to be offered or products to be sold, Company shall meet and confer with the Director, who shall consider the rights and obligations set forth in the tenants' Agreements with the City and make a determination. Company agrees to that it shall be bound by the decision of the Director.

(f) **No Other Uses.** Company shall not use nor permit the Leased Premises to be used for any purpose other than as herein above set forth except with the prior written consent of City, nor for any use in violation of any applicable present or future law, ordinance, rule or regulation of any governmental authority, agency, department or officer thereof.

(g) **Purchasing.** The Company shall have the right to purchase Personal Property or services, materials and supplies used by Company from any person or company of Company's choice. The Company shall have the right to make agreements with any person or company of Company's choice for services to be performed for Company which are incidental to the conduct of Company's activities. It is understood that if Company's suppliers, contractors and furnishers of service exclusively use any portion of the Airport or facilities of City, then City may charge reasonable fees therefore, but nothing herein gives the Company the right to grant to any other party the privilege to use any portion of the Airport or facilities of City.

(h) **Disposal of Equipment**. The Company may dispose of equipment, which is not City property, and which has been replaced or fully amortized, or which is

unnecessary; provided, that such right shall not be construed as authorizing the conduct of a separate business.

(i) **Employees' Parking Facilities**. If not otherwise provided, Company shall have the right to the use of reasonably adequate vehicular parking facilities for its employees employed at the Airport in common with other employees, which facilities shall be located in an area designated by the Airport Director as near as practicable to the Terminal Building. Only employees assigned to the Airport shall use the Terminal Building employee parking facilities. City reserves the right to assess a reasonable charge for such employee parking facilities, based on the cost of providing, operating, and maintaining the facilities as set forth on City's published schedule of Airport rates, fees and charges.

(j) **Access.** (1) Subject to the provisions hereof, the rules, regulations, and ordinances, and such restrictions as Company may impose with respect to its Leased Premises, City hereby grants to Company, its agents, suppliers, employees, contractors, passengers, guests, and invitees, the right and privilege of access, ingress, and egress to the Leased Premises and to public areas and public facilities of the Terminal; (2) The ingress and egress provided for above shall not be used, enjoyed, or extended to any person engaging in any activity or performing any act or furnishing any service for or on behalf of Company that Company is not authorized to engage in or perform under the provisions hereof unless expressly authorized by City; (3) City shall have the right at any time or times to close, relocate, reconstruct, change, alter, or modify any such means of access provided for Company's use pursuant to this Agreement or otherwise, either temporarily or permanently; provided that reasonable notice to Company and a reasonably convenient and adequate means of access, ingress and egress shall exist or be provided in lieu thereof. City shall suffer no liability by reason thereof and such action shall in no way alter or affect any of Company's obligations under this Agreement

(k) Company must maintain, at minimum, a state-issued Beer and Wine Permit at all times and provide such beverages for sale at all times as permitted by such Permit. However, the Director may suspend this requirement, if deemed in the interest of the City.

(l) **Pest Control.** Company is responsible for maintaining monthly scheduled licensed pest control.

(m) **Grease Trap.** Company is responsible for cleaning the grease pit and ensuring proper disposal of removed grease in accordance with City ordinance.

Section 4.3 No Joint Venture or Partnership. This Agreement shall not be deemed or construed (a) to create any relationship of joint venture or partnership between City and Company, (b) to give City any interest in the business of Company,

or (c) to grant to Company any powers as an agent or representative of City, the Authority, or the City for any purpose or to bind City, the Authority, or the City.

SECTION 5
COMPENSATION, BOOKKEEPING, AND AUDIT

Section 5.1 Compensation

(a) Rent. - No rent or payments are due the City in Years 1, 2, and 3 of this Agreement. Beginning in Year 4, as consideration for the privilege of operating the Food and Beverage Concession hereunder, Company shall pay to the City each year, for the full term of the Agreement, in monthly installments 10% of the Net Revenues.

(b) Other Fees and Charges. Notwithstanding the above, City expressly reserves the right to assess and collect the following:

1. A reasonable fee payable by Company or its Terminal Building employees for the employee parking area(s) provided at the Airport.

2. Charges for other services or facilities not enumerated herein which are provided by City to Company, at Company's request, except as provided in Section 7.2. Such services or facilities may include, but are not limited to, special maintenance of Leased Premises. Charges will be based on the actual cost of providing such facilities or services.

3. Catering Commission – Company shall separately account and report all on-site and off-site catering and shall pay a concession fee of 10% on such Net Revenues from sales beginning on the fourth year of contract term.

Section 5.2 –Net Revenues Defined

As used herein, the term "**Net Revenue**" means the Company's total revenue less its operating expenses, interest paid, depreciation, and taxes from Leased Premises, whether delivered on or off the Airport, and whether paid for in cash or credit.

Section 5.3 – Statements, Books and Records.

Within ten (10) days after the close of each calendar month of the term of this Agreement, Company shall submit to City, in such detail and form as may be specified by City, certain information, including but not limited to, a statement of its Net Revenues during the preceding month said statement to be signed by a responsible accounting officer of Company. Said statement shall include, at a minimum, a breakdown of Company's sales at each location for food and beverages. City reserves the right to audit Company's financial records, change the form of the monthly statement and to require the submission by Company of other information pertaining to the Net Revenues hereunder, and Company agrees to change the form of its statements to that requested by City and to provide any additional information City may request.

Section 5.4 - Late Fees on Overdue Payments
Any payment not received from Company within ten (10) days after the due date shall accrue a late fee at an interest rate of one percent (1.0%) per month, beginning with the original due date until paid in full, subject to a minimum late fee of twenty-five dollars ($25.00).

SECTION 6
IMPROVEMENTS AND EQUIPMENT IN LEASED PREMISES

Section 6.1 Improved Space. The Leased Premises is provided by the city fully finished and equipped, as-is, for typical food and beverage services operation.

Section 6.2 Alterations and Improvements. Company shall not install or erect additional, nonstructural improvements in the Leased Premises, or alter, change, or make other improvements unless and until plans and specifications for such additional alterations or improvements shall have been submitted to and approved in writing by Director. Full and complete plans and specifications for all work, facilities, improvements, and finishes, and the time required to complete same, shall be submitted to and receive the written approval of Director before any work or construction is commenced. Any such alterations or improvements shall be without cost to City, except as provided in Section 6.3 below. All structural improvements, equipment and interior design and decor constructed or installed by Company, its agents, or contractors, including the plans and specifications, shall be of attractive construction and first- class design and shall comply with any and all applicable statutes, ordinances, building codes, and rules and regulations. City shall make its architect for the Terminal Building available for coordination on design matters.

Approval of City shall extend to and include architectural and aesthetic matters and City reserves the right to reject any layout or design proposals submitted and to require Company to submit any such layout or design proposal until they meet City's approval.

One reproducible final copy of the as-built plans for all improvements or subsequent changes therein or alterations thereof to the Leased Premises shall be signed by Company and submitted to the Director within thirty (30) days following completion of any project. These plans, and any subsequent modifications or alterations, shall also be furnished to City on computer discs as electronic files in a format compatible with the CAD system used by City.

Section 6.3 Title, Removal, and Demolition of Improvements. All permanent improvements, additions and alterations made to the Leased Premises and any items on **Exhibit C** purchased from the allowance provided in Section 6.3 by Company shall upon installation become the property of City free and clear of liens or encumbrances; provided, however, that any Trade Fixtures, signs and other Personal Property of Company not permanently affixed to Leased Premises shall remain the property of Company. Should Company fail within twenty (20) business days following the termination of this Agreement to remove its Trade Fixtures, signs and other Personal Property of Company not permanently affixed to Leased Premises, then at the option of City, title to same shall vest in City at no cost to City.

Company shall not remove or demolish, in whole or in part, any improvements upon Leased Premises without the prior written consent of the Director. Company understands and agrees that consent may be conditioned upon the obligation of Company to replace the same by an improvement specified in such consent at Company's sole expense.

SECTION 7
MAINTENANCE

Section 7.1 City's Obligations in Terminal Building.

(a) City shall provide structural maintenance of the Terminal Building and maintenance of electrical, heating, ventilating and air conditioning systems providing services to the leased premises.

(b) City will at all times maintain, operate, and keep in good repair the Terminal Building, and all appurtenances, facilities, and services now or hereafter connected thereto.

Section 7.2 Company's Obligations in Terminal Building.

(a) Except for structural maintenance of the Terminal Building, as provided in Section 7.1, Company shall be obligated, without cost to City, to maintain the Leased Premises in good appearance, repair, and safe condition consistent

with good business practices, industry standards and in accordance with all applicable laws and rules and regulations of the City. Company shall maintain and repair all Leasehold Improvements and all furnishings, fixtures, and equipment therein, whether installed by Company, the City or by others, including repainting or redecorating as necessary, and replacing or repairing worn fixtures or furnishings. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of Director. In Years One and Two of the Agreement, Company shall be responsible for such repairs to City-owned equipment up to Two Hundred Fifty dollars (**$250**) in cost. Company shall advise City of such repair costs estimated to exceed $250.00. Company shall not obligate City to any expenditure to repair/replace City-owned equipment. City shall be responsible for any repairs to City-owned equipment which exceeds Two Hundred Fifty dollars ($250) with the exception that any damage resulting from Company's or its employee's or agent's abuse or neglect shall be the full responsibility of Company. In Year Three, Company shall be responsible for such repairs to City-owned equipment up to Five Hundred dollars (**$500**) in cost. City shall be responsible for any repairs to City-owned equipment which exceeds Five Hundred dollars ($500) with the exception that any damage resulting from Company's or its employee's or agent's abuse or neglect shall be the full responsibility of Company. After Year Three, Company shall be responsible for all repair and replacement costs of City-owned equipment.

(b) Company shall be responsible for collecting and transporting all trash to City designated trash containers in a manner satisfactory to the Director.

(c) If City determines that maintenance of the Leased Premises is not satisfactory, City shall so notify Company in writing. If said maintenance is not performed by Company within fifteen (15) days after receipt of written notice, City or its agent shall have the right to perform the maintenance therefor and Company agrees to reimburse City promptly for the cost thereof, plus ten percent (10%) thereof for administrative overhead.

(d) Upon execution of this Agreement, Company shall establish a preventive and routine maintenance program, the provisions of which shall be subject to the approval and periodic review by the Director. Company shall from time to time, upon request, provide the Director a written schedule of Company's cleaning and maintenance program.

(e) On or about the commencement of each calendar year, representatives of City and Company shall tour the Leased Premises and jointly agree upon what, if any, routine Refurbishment is required to maintain the Leased Premises in first-class condition, and Company shall undertake such Refurbishment at its sole cost and expense. If Company and City cannot jointly agree upon the type and extent of Refurbishment, City may at its sole discretion determine the Refurbishment required.

(f) Upon discovery, Company shall immediately give oral and written notice to City of any hazardous or potentially hazardous conditions in the Leased Premises or in the Terminal Building. Any hazardous or potentially hazardous condition in the Leased Premises shall be removed and disposed of immediately in accordance with local, state and federal regulations. At the direction of the Director or Health Department, Company shall close the Leased Premises until such hazardous or potentially hazardous condition is removed.

(g) Company agrees to employ sufficient maintenance and janitorial personnel, and provide necessary equipment, to keep the Leased Premises and all furniture, furnishings, fixtures and equipment clean, neat, safe, sanitary and in good working order and condition at all times.

(h) Company shall, at its cost, comply with all fire suppression, health and sanitary regulations, inspections and maintenance adopted by all applicable governing bodies and all rules and regulations promulgated by the City. Company shall give access for inspection purposes to any duly authorized representatives of such governing bodies and to the Director and Company shall promptly give a copy of any reports to the Director.

SECTION 8
OPERATIONS OF LEASED PREMISES

Section 8.1 – Hours of Operation. Company shall actively operate its restaurant operation in and use its best efforts to accomplish a business-like operation therein. The restaurant shall be open to serve the public Sunday through Friday with the exception of Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, July 4th and Labor Day , unless otherwise authorized in writing by the Director. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Agreement shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and airline operating schedules. Company may advise the Director of Company's analysis of the optimum arrangements, but the final determination shall be made by the Director based on an analysis of necessary service to the public. No facilities shall be blocked off or closed at any time during the approved hours of operation.

Section 8.2 – Delivery of Goods. Company shall arrange for the timely delivery of all food products, goods, merchandise, and supplies, at such times, in such location(s), and by such routes as determined by the Director and according to such procedures that may be established from time to time by the Director and, in the case of deliveries to higher security areas, the Transportation Security Administration.

Section 8.3 Utilities. The cost of all utilities, excluding phone and data, used or consumed in the Leased Premises shall be borne by the City. Company shall provide

its own data. The City's Wi-Fi, which is provided free to passengers, shall not be used by Company for business uses.

Section 8.4 Personnel. All personnel employed by Company shall be neat, clean, groomed and courteous at all times. Company shall employ sufficient trained personnel to staff and meet the reasonable needs or demands of patrons. Personnel shall be thoroughly qualified, familiar with the business, the products sold, courteous, informative and helpful to the public.

(a) **Removal of Employees**. After receipt of written notice from City, Company shall immediately remove any employee or other representative of Company from the Airport who participates in improper or illegal acts on the Airport, who violates Airport rules and regulations or any provision of this Agreement, or whose continued presence on the Airport is, in the opinion of the Director, deemed not to be in the best interests of City.

(b) **Conduct of Suppliers, Others.** Company shall not allow its agents, servants, contractors, suppliers or employees to conduct business in a loud, noisy, boisterous, offensive or objectionable manner. Company shall ensure that all personnel treat all patrons equally and courteously.

(c) **Lawful Working Age.** All employees or other personnel of Company working on City property shall be of lawful working age. Company shall comply with all federal, state and local labor and employment laws, including laws and regulations relating to the handling, sale, and serving of alcoholic beverages.

(d) **Employee Appearance.** Company shall ensure that its employees present a neat, clean, and orderly appearance at all times.

(e) **Security Background Checks.** Employees of Company providing services in secured areas of the Terminal Building must qualify for a security clearance, submit to the required fingerprinting and background check, and obtain appropriate security badges, at Company's expense, and otherwise comply with security regulations that may be established by the City and the TSA from time to time. Personnel who are refused security clearance shall not be permitted by Company to perform work in the secured areas of the Airport.

(f) **General Manager.** Company shall select and appoint a qualified general manager with day-to-day responsibility for the food and beverage concession. The management employee shall be in complete charge of Company's operation at the Airport and shall be a qualified and experienced manager vested with full powers to conduct Company's operation hereunder. The management employee shall be available during regular business hours; and at all times during his/her absence, a designated representative of the Company shall be in charge and available. City shall have the right to approve the appointment of Company's general manager prior to assignment to the Airport.

Section 8.5 – Quality and Character of Service.

(a) **Type of Operation.** Company shall maintain and operate the concession privileges granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgement of City, does not interfere, annoy, disturb, or offend others at the Airport. Company shall ensure that each customer receives prompt, efficient and courteous service. In conjunction with that requirement, Company shall ensure that the operation has adequate staff to provide such service. Company shall ensure that all locations are adequately staffed during normal peak operating hours and during any special or emergency situation. Company shall conduct its business in the manner described in the Company's Proposal, incorporated herein by reference.

(b) **Quality of Food.** Company shall supply sufficient goods and product to fully stock its Leased Premises. All foodstuff must be new, fresh, and of top quality. Branded food and beverage units will, at a minimum, conform to the requirements established by the franchisor or licensor.

(c) **Pricing.** The Company has covenanted in the Company's Proposal to charge prices that are reasonable and comparable to prices charged for similar items in similar facilities in the Abilene area. The Airport reserves the right to verify, approve or reject the prices and/or comparables used by the company. Comparable facilities shall mean food and beverage facilities offering similar service, quality, and quantity of offerings, including shopping malls or downtown locations. Comparable facilities shall not include special event venues, seasonal festivals, fairs and sporting events, or hotels and convention centers.

(d) **Director's Right to Object.** The Director shall have the right to raise reasonable objections to the condition of the Leased Premises, the quality and quantity of food and beverage offered, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to said Director to be remedied by Company.

(e) **Services Nondiscriminatory.** Company shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable and nondiscriminatory prices; provided, however, that Company may make or give such reasonable and nondiscriminatory discounts, rebates, or other similar price reductions as it may deem necessary to encourage customer acquisition and loyalty.

(f) **Replacements and Refunds.** Company may, at all times during the term of this Agreement, and without any additional charge to customers, replace any food or beverage product by said customer to be unsatisfactory, or shall provide said customer a full refund therefor.

(g) **Credit/Debit Cards.** At all times during the term of this Agreement, Company shall accept as payment for goods and services all nationally recognized

credit/debit cards (e.g., American Express, Master Card, Visa, etc.). Company is encouraged to accept Apple, Google and other mobile device payment methods.

(h) **General Public Services.** Company understands and agrees that its operation at the Airport obligates it to render public services such as making change upon request and without charge, giving directions, and reasonably assisting the public, when requested.

(i) **Additional Compliance.** Company shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Agreement.

(j) **Vending Machines.** Company may be permitted to install vending machines at the approval of the Director. The Company shall present the types of vending machines, the proposed stock and location to the City for approval.

Section 8.6 – Signs.

(a) **Right to Install.** Company shall have the right to install and operate upon or in the Leased Premises, and at Company's sole cost and expense, signs containing its name and representing its business. Company acknowledges City's desire to maintain a high level of aesthetic quality in the Terminal Building and in all concession facilities throughout the Terminal Building. Therefore, Company covenants and agrees that, in the exercise of its privilege to install and maintain appropriate signs on the Leased Premises, it will submit to City the size, design, content, and intended location of each and every sign it proposes to install on or within the Leased Premises, and that no signs of any type shall be installed on or within the Leased Premises without the specific prior written approval of Director as to the size, design, content, and location. Neon, handwritten, or hand lettered signs are prohibited. Notwithstanding any prior written approval, upon written notice from the Director at any time during the term of this Agreement, Company shall install, remove, or modify any signs which the Director deems necessary or unnecessary for identification or information to the public, passengers, or other Airport users. Failure to require removal of any sign placed on or about the Leased Premises without written permission shall not imply consent or limit the authority of the Director to require removal of any unapproved sign.

(b) **Signs and Fixtures Outside Premises**. Company shall not place or install any racks, stands, and trade fixtures, pedestal signs, or other displays of products outside the boundaries of the Leased Premises without the express prior written approval of the Director.

(c) **Removal of Signs.** Upon the expiration or sooner termination of this Agreement, Company shall, if requested by the Director, remove any and all identification signs and similar devices placed by Company on or in the Leased Premises. In the event of the failure on the part of Company to so remove each and every sign as requested by the Director, the Director may perform such work and, upon demand, Company shall pay the cost thereof to City.

Section 8.7 - Security. Company acknowledges and accepts full responsibility for the security and protection of the Leased Premises and any and all inventory, equipment, and facilities now existing or hereafter placed on or installed in or upon its Leased Premises, and for the prevention of unauthorized access to its facilities and expressly agrees to comply with all rules and regulations of the Airport and of any and all other governmental entities that now or may hereafter have jurisdiction over such security. Company further expressly acknowledges and accepts full responsibility to maintain the integrity of the airfield security from or through the leased premises to the airfield operations area, and hereby agrees to fully comply with all Federal, State and local laws, including, but not limited to 49CFR Part 1542, Airport Security, as amended from time to time, and with all rules and regulations of Airport concerning security procedures, as they presently exist or may be amended from time to time.

SECTION 9
LICENSES AND TAXES

Company covenants and agrees to obtain all proper licenses or permits for the operation of its business hereunder, and to pay all taxes assessed or imposed by any governmental authority upon the fees, rentals, and charges and upon any improvements erected or installed thereon. Company shall, after notifying City of its intention to do so, have the right to contest in good faith by all appropriate proceedings, the amount, applicability, or validity of any such tax or assessment. In the event that Company shall fail to pay any of the foregoing items required by this Section, City may (but shall be under no obligation to) pay the same, and any amounts so advanced therefor by City shall become an additional obligation of Company, which amounts, together with interest thereon at the rate of one percent (1.0%) per month from the date thereof, Company agrees to pay upon demand. The foregoing provision shall in no way be construed as restricting City from contesting the legality of any such tax or other governmental assessment.

SECTION 10
LIENS, PAYMENTS AND PERFORMANCE BONDS

Construction Surety Bond. Company shall not allow any liens to attach to the Leased Premises or its leasehold interest without the prior written approval of City. Prior to the commencement of any construction, alteration, or repair hereunder which exceeds twenty-five thousand dollars ($25,000) in cost, Company or its contractor shall furnish to City, and without expense to City, a surety bond, naming City as co-obligee, issued by a surety company licensed to transact business in the state of Texas and satisfactory to and approved by City with Company's contractor or contractors as principals, in a sum not less than one hundred percent (100%) of the total cost of contract or contracts for the construction, alteration, or repair of the improvements and facilities mentioned herein. Said bond shall guarantee the prompt

payment of all persons supplying labor, materials, provisions, supplies, and equipment used directly or indirectly by said contractor, subcontractor(s) and suppliers in the prosecution of the work provided for in said construction contract and shall protect City from any liability, losses or damages arising therefrom.

Section 11
Damage or Destruction of Leased Premises in Terminal Building

Section 11.1 Partial Damage. If all or a portion of the Leased Premises is partially damaged by fire, explosion, the elements, public enemy, or other casualty, but not rendered untenantable, the same will be repaired with due diligence by City subject to the limitations of Section 13.4; provided, however, that if the damage is caused by the negligent act or omission of Company, its sub-Lessee, agents, or employees, to the extent that such damage or destruction is not covered by insurance, Company shall be responsible for reimbursing City for the costs and expenses incurred in such repair.

Section 11.2 Extensive Damage. If the damages referred to in Section 13.1 shall be so extensive as to render the Leased Premises untenantable, but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by City subject to the limitations of Section 13.4; and, the compensation payable herein under Section 5 shall abate from the time of such damage or destruction until such time as the said Leased Premises is fully restored and certified by City's Building Inspectors as ready for occupancy; provided, however, that if said damage is caused by the negligent act or omission of Company, its sub-Lessee, agents or employees, said fees and charges will not abate and, to the extent that such damage or destruction is not covered by insurance, Company shall be responsible for reimbursing City for the costs and expenses incurred in such repair.

Section 11.3 Complete Destruction. In the event the Leased Premises is completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or so damaged that it is untenantable and cannot be replaced for more than thirty (30) days, City shall undertake the repair, replacement, and reconstruction of said Leased Premises; and compensation payable herein under Section 5 shall abate as of the time of such damage or destruction until such time as the said Leased Premises is fully restored and certified by City's Building Inspectors as ready for occupancy; provided, however, that if said damage is caused by the negligent act or omission of Company, its sub-Lessees, agents, or employees, said fees and charges will not abate, and to the extent that such damage or destruction is not covered by insurance, Company shall be responsible for reimbursing City for the costs and expenses incurred in said repair; provided further, however, if within twelve (12) months after the time of such damage or destruction said Leased Premises shall not have been repaired or reconstructed, Company may cancel this Agreement in its entirety.

Section 11.4 Limits of City's Obligations. It is understood that, in the application of the foregoing Sections 11.1, 11.2, and 11.3, City's obligations shall be limited to repair or reconstruction of the Terminal Building Leased Premises to the same extent and of

equal quality as obtained at the commencement of operations. Redecoration and replacement of furniture, fixtures, equipment, and supplies provided by Company shall be the responsibility of Company and any such redecoration and refurnishing/re-equipping shall be of equivalent quality to that originally installed hereunder.

SECTION 12
FEDERAL REQUIREMENTS

(a) Company, its successors in interest and assigns, does hereby covenant and agree that:

(i) No person on the grounds of race, color, national origin or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(ii) In the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, national origin or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

(iii) The Company shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-title A, Part 21, Non-discrimination in federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(b) Company acknowledges and agrees that the provisions of all Federal-Aid Airport Program Grant Agreements with the City that are applicable to the Airport are by reference made a part hereof to the same extent as though copied herein at length.

(c) Nothing herein shall be deemed to grant Company any exclusive right for the use of any landing area or air navigation facility upon which Federal funds have been expended, within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended or supplemented.

(d) Company agrees to comply with the City's Disadvantaged Business Enterprise programs insofar as such programs are applicable to Company's operations on the Airport. Company acknowledges that the goals set forth in such programs shall be subject to change without notice to Company.

(e) Public Benefit. Company agrees to operate the Leased Premises for the use and benefit of the public and further agrees:

(i) To use reasonable efforts to furnish good, prompt and efficient services adequate to meet all the demands for its services at the Airport;

(ii) To furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof; and

(iii) to charge fair, reasonable and nondiscriminatory prices for each unit of sale or service, provided that the Company may make reasonable nondiscriminatory discounts, rebates or other similar types of price reductions for volume purchases

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)

In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, Subpart F, the City has implemented a Disadvantaged Business Enterprise (DBE) concession plan under which qualified firms may have the opportunity to operate an airport business. DBE firms are encouraged to submit proposals for this concession opportunity. Full ACDBE program available upon request.

As of proposal, the overall ACDBE goal is not required for concessions other than Car Rental concessions. Should the Airport ACDBE goal be changed, restaurant will be required to comply with the program goal requirements. Airport Staff will further explain this in detail if it becomes required reporting.

SECTION 13
RIGHTS AND OBLIGATIONS OF CITY

Section 13.1 Right of Flight. Company understands that the City reserves the right of flight for the passage of aircraft above the surface of the Leased Premises in accordance with the criteria of the Federal Aviation Administration and that the grant and demise of the Leased Premises is subject to this reserved right of flight, which such right shall include the right to cause in such air space such noise as may be inherent to the operation of aircraft now known or hereafter used for the navigation of or flight in the air. Further, Company understands and agrees that City reserves the right to use said air space for landing at, taking off from and operating aircraft on and over the Airport.

Section 13.2 Operation, Maintenance and Expansion of Airport by the City.

(a) The City agrees to operate, maintain and keep in good repair the areas and facilities at the Airport for the public and Company in accordance with the practices of a reasonably prudent airport operator. The City agrees to use reasonable efforts to keep the Airport free from obstructions and to do all things

reasonably necessary for the safe, convenient and proper use of the Airport by those who are authorized to use the same. The City agrees to maintain and operate the Airport in accordance with all applicable standards, rules and regulations of the FAA and TSA.

(b) The City may expand and improve the Airport as it, in its sole judgment, may deem necessary to provide required facilities in the interest of the public and the City.

(c) The City shall have the right, but not the obligation, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Company in this regard.

SECTION 14
LIABILITY, INDEMNIFICATION, INSURANCE AND CONDEMNATION

Section 14.1 Liability. The City shall not be liable for its failure to perform any of the obligations under this Agreement or for any delay in the performance thereof, nor shall any delay or failure be deemed a default by the City when such failure or delay is the result of any cause beyond its reasonable control or jurisdiction. In any such case, a promptly written notice will be given by the City to Company of the existence of such cause and of readiness to resume performance upon the removal or termination thereof provided, however, that in every instance where the operation of the Airport and its facilities shall be wholly or partially suspended because of fires, storms, riots or acts of God, the City will proceed with due diligence and insofar as it has funds available to do so, to repair and restore the Airport and its facilities to such conditions as will permit its use and enjoyment as a commercial airport.

Section 14.2 Indemnification.

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.

"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.

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

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

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

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

Company 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 Company or Company'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 Company.

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

BOTH CITY AND COMPANY EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE COMPANY 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.

Section 14.3 Insurance.

(a) The Company shall provide and maintain, at its own expense, the following types and amounts of insurance, during the term of this Lease:

TYPE		AMOUNT
(i)	Comprehensive General (Public) Liability - to include (but not limited to) the following:	Combined single limit coverage (or equivalent) for bodily injury and property damage: $1 million on a per occurrence basis
	a) Premises/operations	
	b) Independent contractors	
	c) Personal injury liability	
	d) Contractual liability	
	e) Product / completed operations liability	
	f) Liquor Liability	
(ii)	Worker's Compensation and Employer's Liability	Statutory $100,000 per occurrence

The preceding amounts notwithstanding, the City reserves the right to increase the minimum amount required insurance to be effective 90 days after notice is sent to the address provided in Section 17.2 (or subsequent address provided in writing to the City, through its airport management designee.

(b) The procurement of said insurance shall not be construed to be a limitation upon the Company's liability or as a full performance on its part of the indemnification provisions of the Lease. The Company's obligations are, notwithstanding said policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the Leased Premises.

(c) Before commencement of activities under this Lease, the Company shall furnish to the City, certificates of insurance, plainly and clearly evidencing the required insurance, and thereafter, new certificates prior to the expiration date of any prior certificate. The Company understands that it is solely responsible to provide this necessary information. If the City notifies Company, in writing, that a violation of this article has occurred, Company will have 30 days to comply. If after thirty (30) days such violation has not been cured, this shall be considered a cause for cancellation of this lease, under the provisions of Section 15.

(d) 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 Risk Management office for their adequacy as to form, content, form of protection, and providing company.

(e) Insurance required by this Lease for the City, as additional insured, shall be primary insurance and not contributing with any other insurance available to the City, including any third party liability policy. The inclusion of the City as an additional insured is not intended to, and shall not make the City a partner or joint venturer with Company.

(f) The Company further agrees that with respect to the above-required insurance, the City shall:

(i) Be named as additional insured/or an insured, as its interest may appear;

(ii) Be provided with a waiver of subrogation; and

(iii) Be provided within thirty (30) days advance notice, in writing, of cancellation or material change.

(g) Said policies of insurance shall be performable in Taylor County, Texas, and shall be construed in accordance with the laws of the state of Texas.

(h) Protection against loss by fire or other casualty to the equipment or property of Company shall not be an obligation of the City.

Section 14.4 Insurance of the Leased Premises.

(a) Improvements. The Leased Premises shall be insured at all times during the term of this Agreement by Company for fire risks under a policy issued by a responsible insurance company. All such insurance policies on the Leased Premises shall name as insured thereunder the City and Company. Said insurance on a replacement cost basis, in an amount not less than fifty thousand dollars ($50,000), covering loss or damage to any buildings and/or improvements on the premises and premises contents owned or leased by the Company. The City of Abilene shall not be liable for any damages to fixtures, merchandise, or other personal property of Company, regardless of the cause, and the Company does hereby release the City from any such liability; and Company shall release and relieve the City, and waive it's entire claim of recovery for loss or damage to property arising out of any of the perils whether included in Company's property insurance, or not, regardless if the loss or damage is due to negligence of the City or the Company, or their respective agents, employees, guests, licensees, invitees, contractors or other persons.

(b) Reconstruct/Repair. In the event the Leased Premises or a substantial part thereof is damaged or destroyed by an insured casualty, Company shall at its sole cost reconstruct or repair the improvements and the insurance proceeds shall be applied to the reconstruction or repair of the improvement, the Company shall pay any deficiency between the cost of reconstructing or repairing the improvements to its state prior to such loss and the proceeds. The facilities shall be reconstructed or repaired, either in accordance with the original plans and specifications or in accordance with the new or modified plans and specifications jointly approved by the City and Company. Before any repair or reconstruction under this paragraph, Company shall submit plans and specifications to the City for approval.

SECTION 15
EVENTS OF DEFAULT AND REMEDIES

Section 15.1 Default by Company. The following shall be events of default as to the Company under this Agreement:

(a) Failure by the Company to pay any rent within thirty (30) days of the date it receives written notice from the City that such rent is past due.

(b) Failure by the Company to observe and perform any covenant, condition or agreement on its part to be performed other than as referred to in sub-section (a) for a period of thirty (30) days after receipt of written notice from the City specifying such failure and requesting that it be remedied.

(c) Abandonment or desertion of Leased Premises by the Company for any period of time exceeding thirty (30) consecutive calendar days or filing of any lien against the Leased Premises or Company's interest therein in violation of this Agreement and shall remain unreleased for a period of sixty (60) days from the date of such filing unless within said period the Company is contesting in good faith the validity of such lien and while such lien is appropriately bonded.

(d) A receiver is appointed without Company's application or consent, in any action or proceeding by or against Company and such action or proceeding is not stayed or discharged within sixty (60) days after its commencement, or Company is involuntarily made a party to any insolvency proceeding conducted pursuant to the laws of any state or of a political subdivision of any state and such proceeding is not stayed or discharged within sixty (60) days after its commencement, or Company involuntarily becomes a debtor in any case commenced under the provisions of the United States Bankruptcy Code, as amended and such case is not stayed or discharged within sixty (60) days after its commencement.

(e) The dissolution or liquidation of Company or the filing by Company of a voluntary petition in bankruptcy or failure by the Company promptly to remove any execution, garnishment or attachment of such consequence as will impair its ability to carry on its operations at the Leased Premises.

Section 15.2 Remedies on Default. Whenever any event of default referred to in Section 15.1 hereof shall have happened, the City may take any one or more of the following remedial steps as against the Company:

(a) The City may re-enter and take possession of the Leased Premises of Company without terminating this Agreement and sub-lease the interest of the Company to any party or operate the same on behalf of the Company. In either case, holding the Company liable for the difference, if any, between the rents and other amounts payable by Company hereunder and the rents and other amounts payable by such sub-leasing.

(b) After thirty (30) days' written notice to Company, the City may terminate this Agreement, exclude the Company from possession of the Leased Premises and shall use its best effort to lease Company's interest therein to another party for the account of City holding Company liable for all rents and other amounts due under this Agreement and not paid by such other party.

(c) The City may take whatever other action at law or in equity as may appear necessary or desirable to collect the rent then due and thereafter to become due from Company or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Agreement.

(e) If the City and the Company disagree with respect to Company's obligations to pay money under this Agreement, Company may pay the amount under protest and such payment shall not prejudice Company's right to recover the disputed amount if it is determined that such payment was not due.

Section 15.3 : Non-Exclusive Remedy. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement.

Section 15.4: Legal Fees. In the event there should be a default under any of the provisions of this Agreement and the City should determine that the services of an attorney are required or the City incurs other expenses for the collection of rent or the enforcement of performance or observance of any obligation or agreement on the part of Company, the Company agrees that it will on demand therefor pay to the City the reasonable, just and necessary fees of such legal and other reasonable incurred expenses.

SECTION 16
ASSIGNMENTS, SUBLETTING, TERMINATION AND ENCUMBRANCES

Section 16.1 Assignment and Subletting

(a) Company covenants and agrees that it will not sell, convey, transfer or assign this Agreement or any part thereof or any rights created thereby or sublet the Leased Premises covered by this Lease or any part thereof without the prior written consent of the Director provided, however, that Company shall have the right to assign its interest hereunder or to sublet the Leased Premises to any subsidiary, affiliate or successor company thereof upon the condition that the Company hereunder shall remain liable for the full, faithful and complete performance of this Agreement. Upon approval of the Director, Company may sublet the Leased Premises subject to Company and Sub-Company remaining liable for the full faithful and complete performance of this Lease both pre-assignment and post-assignment. Such approval will consider the effect such sale, conveyance, transfer or assignment will have on the continued performance of successor company under this agreement and its response to the request for proposal.

(b) If, without the prior written consent of the Director, the Company assigns, sells, conveys, transfers or sublets in violation of Section (a) of this Section or if the Leased Premises are occupied by anybody other than the Company, as provided in this Lease, the City may collect rent from any assigns, sub-Company or anyone who claims a right to this Agreement or who occupies the Leased Premises and the City shall apply the net amount collected to the rental herein reserved but no such collection shall be deemed a waiver by the City of the covenants contained in subdivision (a) of this Section or an acceptance by the City of any such assignee or sub-Company.

(c) Any assignment or transfer of this Agreement or any rights of Company hereunder (except as otherwise permitted herein) whether it be a voluntary assignment without the consent of Director or an assignment or transfer by operation of law, shall be null and void and shall constitute a default on the part of the Company.

Section 16.2 Termination by Company. If not in default in any of its obligations hereunder, Company may at its option terminate this Agreement by giving the Director thirty (30) days' written notice thereof if any of the following shall occur:

(a) The City shall fail to remedy any breach by it of any of the covenants and agreements herein contained within thirty (30) days after receipt of a written notice by the Company of the existence of such breach.

(b) To the extent within its reasonable control, the City fails, for a period of thirty (30) days after receipt of a written notice by the Company to remove any or take the reasonable steps to remove a condition of the Airport caused by the act or omission of the City and such condition results in Company's inability to conduct business operations at the Airport.

(c) The condemnation and taking by authority of eminent domain of the Leased Premises or any part thereof that substantially renders unusable the operation by Company of its authorized business at the Airport.

SECTION 17
MISCELLANEOUS

Section 17.1 Consents and Approvals

(a) With respect to the approvals herein required of the Company, Company shall from time to time furnish to the City appropriate certifications setting forth the officers or representatives of Company who are authorized to grant such approvals and to bind the Company thereto.

(b) The City's Airport Director may give any consent or approval herein required of the City unless otherwise provided.

(c) All consents and approvals required or permitted herein by either party shall be given in writing.

Section 17.2 Notices All notices required or permitted to be given to the City or Company shall be deemed sufficiently given if in writing and sent either by registered mail or certified mail, postage prepaid, addressed as follows, or to such other address or addresses as the City or Less

City:

Director of Transportation Services
Abilene Regional Airport
2933 Airport Blvd., Suite 200
Abilene, Texas 79602

Company:

Josh Rader
1120 N. 2nd St
Abilene, TX 79601

Section 17.3 Brokerage. The Company represents and warrants that no brokers have been concerned on their behalf in the negotiation of this Agreement and that there are no such brokers who are or may be entitled to be paid commissions in connection therewith. Company shall hereby indemnify and save harmless the City of and from any claim for commission or brokerage made by any such brokers when such claims are based in whole or in part upon any acts or omissions by Company.

Section 17.4 Force Majeure. Neither the City nor Company shall be deemed in default hereunder if either party is prevented from performing any of its obligations, other than the payment of rentals, fees and charges hereunder, by reason~~s~~ of strikes, boycotts, labor disputes, embargoes, shortages of energy or material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, acts of sabotage or any other circumstances for which it is not responsible or which are not within its control.

Section 17.5 Compliance With Laws. Company 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 Leased Premises.

Section 17.6~~5~~ Entire Agreement. This Agreement constitutes the entire agreement between the City and Company.

Section 17.7~~6~~ Lease to Federal Government. During time of war or national emergency, City shall have the right to lease the landing area or any part thereof the leased premises to the United States Government for military use and if any such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended but such suspension shall not extend the term of this Agreement, without written approval by the City.

Section 17.8~~7~~ Place of Performance; Laws Governing Venue. This Agreement shall be performable and enforceable in Taylor County, Texas, and shall be construed in accordance with the laws of the State of Texas. Venue for any cause of action shall be Taylor County, Texas.

Section 17.9~~8~~ Severability. Should any part of this Lease be held to be invalid, such invalidity shall not affect the balance of that provision or the remaining provisions of this Lease, which shall remain in full force and effect.

IN WITNESS WHEREOF this Agreement has been entered into and is effective as of the Effective Date and has been executed in quadruplicate original counterparts by the respective officers of the parties hereto as of the dates noted below.

City of Abilene, a Municipal Corporation

By:_____
Robert Hanna, City Manager

Date:_____

Bodeg-ish

By:_____
Josh Rader Owner

Date:_____

APPROVED:

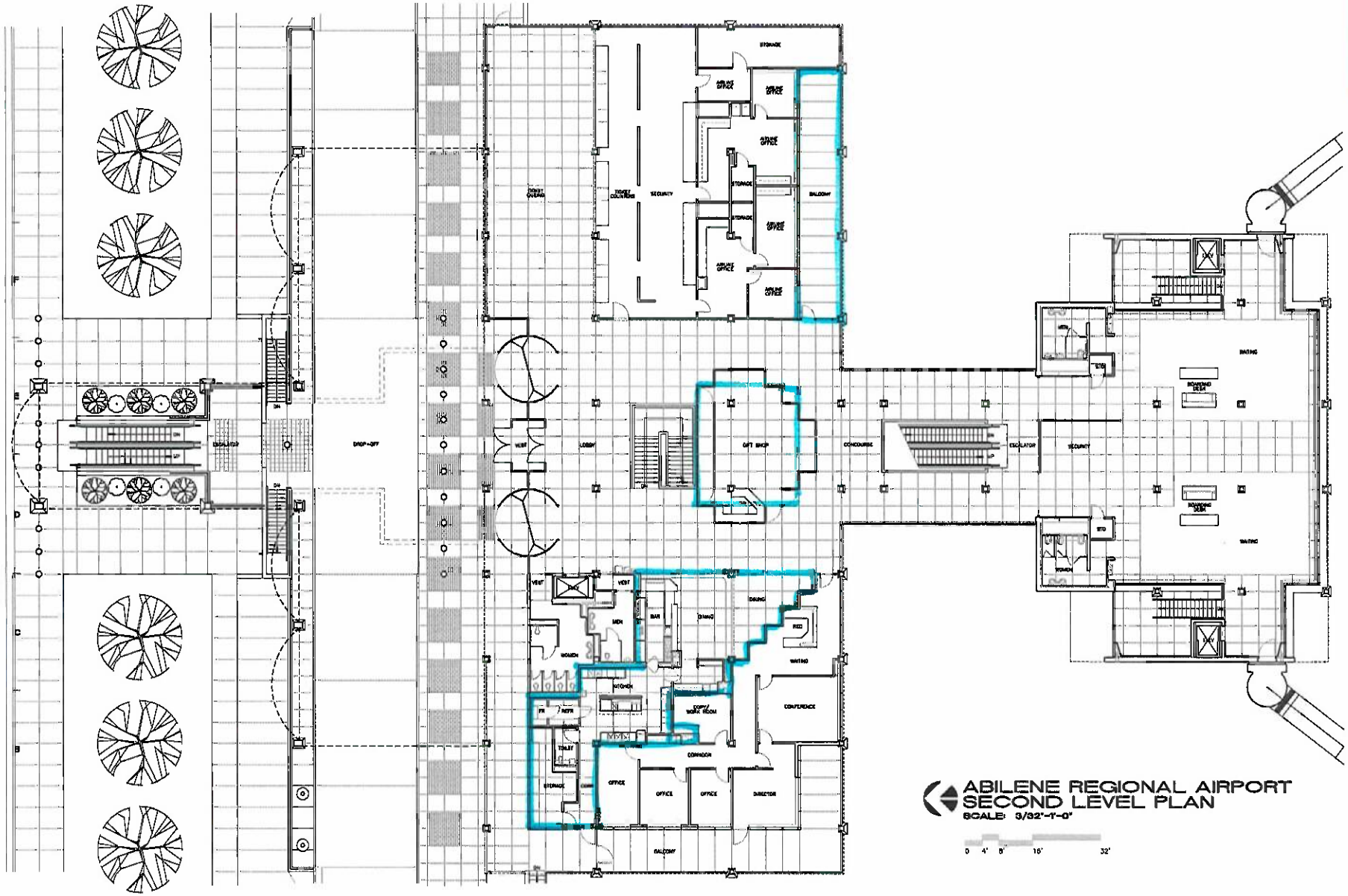
_____
Stanley Smith, City Attorney

ATTEST

_____

ATTEST:

_____
Shawna Atkinson, City Secretary



The Tittle Luther Partnership

ARCHITECTURE

CONSULTANTS

REGISTERED ARCHITECT STATE OF TEXAS

07/05/07

ABILENE REGIONAL AIRPORT

PHASE IV

ABILENE, TEXAS

MARK	DATE	DESCRIPTION
ISSUE DATE		10/21/97
PROJECT NO.		98008
CAD DWG. FILE		98008 1st 98.dwg
DRAWN BY		
CHECKED BY		

SHEET TITLE

SECOND FLOOR PLAN

A202

EXHIBIT A

GUNG HO CHICKEN

S1:KIMCHI MAYO

ENTREE $9.99
MEAL $12.99

Coleslaw
Kimchi Mayo
Chicken
Pickles
Pimento Cheese

S2:CLASSIC

ENTREE $9.99
MEAL $12.99

Coleslaw
Mayo
Chicken
Pickles
Pimento Cheese

S3:UMAMI BOMB

ENTREE $9.99
MEAL $12.99

Coleslaw
Kimchi Mayo
Chicken
Pickles
Pimento Cheese

S4:BLAZIN (SPICY)

ENTREE $9.99
MEAL $12.99

Coleslaw
Umami Sauce
Chicken
Pickles
Pimento Cheese

D1:SMALL DUMPLING

$5.99

Four Count
Crispy Dumpling
GoGo Sauce

D2:LARGE DUMPLING

$11.49

Eight Count
Crispy Dumpling
GoGo Sauce

F1:SMALL FRIES

$2.49

Small Fries
Seasoning
Ketchup

F2:LARGE FRIES

$3.49

Large Fries
Seasoning
Ketchup

BURGOGI

BULGOGI SLIDERS

Single Patty	$3.49
Cheese Slider	$3.79
Double Patty	$4.79
Double Double	$5.25

APPETIZERS

Small French Fries	$1.99
Large French Fries	$2.99
Small Dumpling	$8.99
Large Dumpling	$12.99

DRINKS

Water	$1.99
Strawberry Ramune	$4.99
Plain Ramune	$4.99

EXHIBIT C

Restaurant Inventory

Date Updated			LOCATION		
ITEM	QTY	CONDITION	KITCHEN/STORAGE	Serial #	INTIAL
Desk	2	Old Desks	S		
Safe	1		K	BC 418939	
48"x74" Metal Racks	1	4 shelves each rack	K		
Spare Green Metal Racks 48"x18"	4		S		
Spare Stainless Steel Racks 48"x18"	1		S		
20"x20"Grey Cooler Racks	4		S		
15"x17" Cooler Racks	1	White; good condition	S		
Stainless Steel Brew Baskets	4		S		
Coffee Pots	0	Clean; Glass			
7" Wine Glasses	6	Clean; Glass	K		
Standard 6.25"Martini Glasses	11	Clean; Glass	K		
7" multi-colored Martini Glasses	15	Clean;	S		
Bunn Coffee Maker	1		K	A18-6987	
21" Iced Tea Dispensers	1		K		
Shot Glasses	24	Glass; Clean; good condition	K		
Mayer Diebel Dishwashers	1		K		
Panasonice Microwave/NE-1258R	1		K	6C44200138	
Waring 4 Slice Toaster	1		K	31219	
Convection Oven Brand unknown	1		K		
Wells Bread Warmer	1		K?		
Ice-O-Matic Ice Machine	1		K		
Double Deep Fryer	1		K	DE1407	
24x48" 4 Burner Flattop Grill	1	4 Separate heat zones	K	B11572	
Randell Brand Base w/ 6 Warming/Refrigerating Drawers	1	Missing Cooling Pans (1 in storage)	K	T15020-1	
Metal Green Rack (4 shelves)	2	(walk-In)	S		
Stainless Steel Ice Scooper	0				
Wire Deep Fryer Baskets	2	In Frier	K		
25x38 Cutting Board	2	Heavily used condition	K		
Plastic Drinking Cups	13		K		

City Council Meeting

8/10/2023

CITY OF
ABILENE
TEXAS

Airport Terminal Food and Beverage Contract Award

- The city conducted a Request For Proposals (CB-2346) for Airport Terminal Concessions.
- One proposal was received from Josh Rader, owner of Bodeg-ish.
- Mr. Rader proposed a combination of food, beverage, and vending to give customers access to a broader range of items in the Terminal. Mr. Rader is partnering with two others, Harrison Nguyen of GoGogiri, a food truck with operations in Abilene, Lubbock and the Dallas area, and Jerron Johnson, owner of The Cabinet, which is a catering bar.

CITY OF ABILENE TEXAS

- The three will combine efforts to provide enhanced food and beverage vending in the boarding gate area, prepared food in the lobby and boarding gate area, and beer, wine and cocktail service.
- The agreement is for three years with two one-year options and states that there will be no rent or concession payments due to the City in Years 1, 2, and 3. Additionally, the City will be responsible for portions of repairs to city-owned equipment/furnishings in Years 1-3. Year 4 would begin a 10% concession fee due to the City.

CITY OF ABILENE TEXAS

CITY OF ABILENE TEXAS

CITY OF
ABILENE
TEXAS

CITY OF
ABILENE
TEXAS

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

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

SUBJECT: **5. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval of FY 2023/2024 One-Year Action Plan for CDBG and HOME Programs *(Tim Littlejohn)***

GENERAL INFORMATION

As an entitlement city receiving funds from the U.S. Department of Housing and Urban Development (HUD), the City of Abilene is required to submit a Consolidated Plan that strategically addresses the City's goals and objectives for housing and community development over the course of a five-year period. The City of Abilene is also required to submit a One-Year Action Plan outlining specific uses of Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds planned for the coming fiscal year. The Neighborhood Services Advisory Council (NSAC) was instrumental in the development of the goals, objectives and budget of the Consolidated Plan and provided input into the FY 2023/2024 Action Plan.

SPECIAL CONSIDERATIONS

A public hearing and 6 community neighborhood meetings were held to receive input for the FY **2023/2024** Action Plan. The needs discussed were: housing, community services, economic development, community/public facilities, public improvements and homeless services. Invitees were service providers and nonprofits, the homeless network, disability services, 211 A Call for Help, agencies, religious organizations/churches and neighborhood associations and residents. Professionals from housing, insurance, real estate and lending were invited. All City directors and managers were invited along with all previous funding recipients. Discussion centered on the community needs that could be addressed with CDBG/HOME funds or alternative funds. Funding applications were accepted from April 10, 2023 - May 10, 2023. The Proposed FY

2023/2024 budget for the FY **2023/2024** Action Plan was published in the Abilene Reporter-News on June 23, 2023 (which began the HUD-required 30-day comment period). A second public hearing on July 27, 2023, is required with approval of the attached resolution. The FY **2023/2024** Action Plan must be received by HUD no later than August 14, 2023.

FUNDING/FISCAL IMPACT

There will be no impact on local taxes. Projects are to be funded using 2023 Entitlements of $854,213 CDBG and $493,184 HOME. In addition, the City anticipates that it will receive $7,060 program income from the CDBG and $9,000 program income from HOME program during FY 2023/2024.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

Advisory committee recommends approval.

ATTACHMENTS:

1. Resolution FY 2023-2024 Action Plan
2. Proposed Budget FY 23 Year Action Plan
3. Council. PP2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE FY 2023/2024 ACTION PLAN AND PROJECTED USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS

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

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

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

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

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

Part 1. That the FY 2023/2024 Action Plan and Projected Use of Community Development Block Grant and HOME funds is hereby approved.

Part 2. That, upon approval, the FY 2023/2024 Action Plan be submitted to the United States Department of Housing and Urban Development.

Part 3. That the financial assistance authorized by the Community Development Block Grant and HOME Programs referred to above is required to enable the City of Abilene to carry on appropriate community development activities directed toward meeting the objectives above.

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

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

ADOPTED this 10th day of August, 2023.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

PUBLIC NOTICE

Proposed FY 2023/2024 One-Year Action Plan Community Development in Abilene

The City of Abilene presents the One-Year Action Plan for community development needs in Abilene. This plan reflects activities to be undertaken using U.S. Department of Housing and Urban Development (HUD) funds during the fiscal year of Oct. 1, 2023 – Sept. 30, 2024.

The City expects to receive $1,347,397 for Program Year 2023 in HUD entitlements (Community Development Block Grant (CDBG) – $854,213 and Home Investment Partnerships Program (HOME) $493,184) on or about Oct. 1, 2023. An Action Plan is required annually as part of the City's entitlement requirements.

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

Sources of Funds	
2023 Entitlement	$854,213
2023 Projected Program Income	$7,060
Prior Year Reprogrammed Funds	$199,044
Total Funds Available	**$1,060,317**

Proposed Uses of Funds

Non-Public Service Activities	
CDBG Housing Program Delivery	$121,603
CDBG Planning Administration	$170,842
Condemnation/Demolition	$150,000
Critical Repair Program	$266,610
Neighborhood Revitalization Program	$150,000
Salvation Army	$78,000
Infill Development	$123,262
Total Use of CDBG Funds	**$1,060,317**

HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

Sources of Funds	
2023 Entitlement	$493,184
Reprogrammed Funds	$5,400
2023 Projected Program Income	$9,000
Total Funds Available	**$507,584**

Proposed Uses of Funds	
HOME Program Delivery Administration	$50,218
Single Family Rehabilitation	$353,388
First-Time Homebuyer	$30,000
Community Housing Dev Organization 15% Set Aside	$73,978
Total Use of HOME Funds	**$507,584**

Low/Mod Benefit: At least 70% of the total proposed uses of funds are expected to be spent on activities that directly benefit low- to moderate-income citizens. Program Income will not be assigned to specific projects, but will be allocated as part of "Total Funds Available" for the CDBG and HOME Programs.

The FY 2023/2024 Proposed One-Year Action Plan will be presented to the Abilene City Council during a public hearing on Thursday, July 27, 2023. The meeting will be held at 8:30 a.m. in the City Council Chambers of City Hall, 555 Walnut Street. The Proposed FY 2023/2024 One-Year Action Plan is available for a 30-day public review and comment period from June 26, 2023 through July 26, 2023. The above referenced activities budgets will be proportionally increased or decreased from the estimated funding levels to match actual allocation received from the Department Housing and Urban Development.

The Plan may be viewed at the following location:

- Neighborhood Services, City Hall, 555 Walnut Street, Suite 206

Any questions or comments regarding the 2023 One-Year Action Plan should be submitted in writing to the City of Abilene, Neighborhood Services, and Attn: Leticia L. Reeves, 555 Walnut Street, Abilene, TX 79601.

Notice

Persons with disabilities who would like special assistance or need special accommodations to participate in this meeting should call the Neighborhood Services at 437-4576 at least 48 hours in advance of the meeting. Telecommunications for the deaf is 676-6360.

FY 2023/2024
One-Year Action Plan
Community Development Block Grant
And
HOME Investment Partnership Grant

Project Funding Guidelines

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

CITY OF ABILENE TEXAS

What is Community Block Development Grant (CDBG)

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

CITY OF ABILENE TEXAS

TOTAL CDBG Administration Cost:

- **CDBG Housing Administration-$121,603** pays staff, HUD training, office materials, Public Notices, and advertising materials as required by HUD.
- **CDBG Planning Administration-$77,842** will fund staff, advertising and promotion, HUD training, IT fund and memberships dues.
- **CDBG Indirect Admin-$93,000** will be paid to the City of Abilene for building and office use, maintenance, fleet, IT services and access to all City personnel.

CITY OF ABILENE TEXAS

TOTAL CDBG Projects

- **Critical Repair- $266,610** 30-40 Low-Moderate-Income (LMI) clients that reside in owner-occupied single-family residences will be assisted with one system failure per calendar year such as a roof, sewer, water, or gas line and ADA accessibilities for restroom and handicap ramp.
- **Neighborhood Revitalization Program-$150,000** to revitalize the 15 LMI neighborhoods by wrapping income qualified clients homes in Smart Board and paint with colors selected by homeowner.

NS will focus on LMI neighborhoods in order to redevelop those neighborhoods long neglected.

CITY OF ABILENE TEXAS

TOTAL CDBG Projects

- **Condemnation & Demolition- $150,000** will assist in the demo of a substandard commercial building or single-family residence to eliminate Spot Slum Blight in the 15 LMI Neighborhoods.
- **Salvation Army - $78,000** will fund replacing of awnings over windows and the front entry door, to improve energy efficiency of the facility and offer protection from the weather elements.

CITY OF ABILENE TEXAS

What is HOME Investment Partnership Grant (HOME)

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

CITY OF ABILENE TEXAS

HOME Expenditures

- **<u>HOME Administration- $50,218</u>** to provide program delivery of each HOME assisted projects.
- **<u>Single-Family Rehabilitation/Recon Program- $353,388</u>** on average between $57,000 - $66,000 for each rehab will fund owner occupied residences ensuring the entire home brought up to meet local codes such as roof, electrical, plumbing, gas and sewer lines.

CITY OF ABILENE TEXAS

HOME Expenditures

- **First-Time Homebuyer Program-$30,000** to provide approximately up to $5,000 in down payments and closing costs for 6 buyers within the City of Abilene.
- **Community Housing Development Organization (CHDO)-$73,978** will be provided to Habitat for Humanity to aid in construction of 2 to 3 new single-family homes within the City of Abilene.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

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

SUBJECT: **6. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid #CB-2357 Festival District Project to The Crowe Group, Inc.** ***(Max Johnson)***

GENERAL INFORMATION

This Construction contract involves work around the Convention Center along the fire lane on N. 6th St. Included in the contract is the removal of miscellaneous concrete appurtenances as well as placement of new concrete structures and pavement. Items also included but are not limited to a French Drain system, landscaping, irrigation systems, electrical work, bollards, lighting, and site protection.

Also recommended for award is the addition of add alternate 1 for a walkway canopy structure.

SPECIAL CONSIDERATIONS

The design firm for this project recommends awarding the base bid and add alternate 1 to The Crowe Group, Inc.

FUNDING/FISCAL IMPACT

Funding for this project is allocated through GO Bond Funds.

STAFF RECOMMENDATION

Staff recommends awarding the base bid ($1,366,174.18) and add alternate 1 ($505,545.00) to the best value bidder, The Crowe Group, Inc. for a total award of $1,871,719.18.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Festival District resolution
2. Festival District The Crowe Group Contract
3. Abilene Festival Park - Bid Review Letter 7_21_2023
4. CB2357 BID TABSHEET
5. SCOPE OF PROJECT
6. PROJECT LOCATION MAP
7. Festival District Presentation

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING BID TO THE CROWE GROUP, INC., ABILENE, TEXAS

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the Festival District Project. This construction contract involves work around the Convention Center along the fire lane on N. 6th St. Included in the contract is the removal of miscellaneous concrete appurtenances as well as placement of new concrete structures and pavement. Items also included but are not limited to a French Drain system, landscaping, irrigation systems, electrical work, bollards, lighting, and site protection. Also included were two add alternates, add alternate 1 being a walkway canopy structure and add alternate 2 being a alternate finish for some of the concrete work.

WHEREAS, the City of Abilene has utilitized the "Best Value" competitive bidding method in determining the award of the contract; and**,**

WHEREAS, the following base bids were received and opened on July 19, 2023

Contractor	Base Bid	Add Alt. 1	Add Alt. 2
The Crowe Group, Inc., Abilene, Texas	$1,366,174.18	$505,545.00	-$29,450.00
Teinert Construction, Lubbock, Texas	$1,920,822.00	$726,000.00	No Bid

WHEREAS, The Crowe Group, Inc. of Abilene, Texas submitted the best value base bid amount of $1,366,174.18 and an add alternate 1 bid of $505,545.00 for a total of $1,871,719.18 with the bid meeting specifications. Staff recommends awarding the base bid and add alternate 1 to the best value bidder, The Crowe Group, Inc., Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of $1,871,719.18.

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

ADOPTED this 10th day of August, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 10 day of August, 2023 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and The Crowe Group, Inc. of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

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

FESTIVAL DISTRICT

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

In consideration of this Work, the City will pay the Contractor the sum of $1,871,719.18.

2. **Timely Work**. The Contractor must begin and fully complete Work in the days stated in the Notice to Proceed. The time allows for normal delays associated with weather conditions, crew coordination, etc. Time is of the essence, and liquidated damages as set forth in the General Conditions (Paragraph 16) apply for late Work.

3. **Payment**. If Performance and Payment Bonds are required, the City will pay Contractor according to the General Conditions (Paragraph 20). If Performance and Payment Bonds are not required, the City will pay Contractor according to the Instructions to Bidders.

4. **No liens**. No mechanic, contractor, subcontractor, supplier, or other person can or will contract for, or in any other manner have or acquire any lien upon the work of this Contract, or the land upon which it is situated. The laws of the State of Texas govern this Contract.

5. **Venue**. Venue for any legal proceeding is Taylor County, Texas.

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

(i) injury or damage to any property or right

(ii) injury, damage, or death to any person or entity

(iii) attorneys fees, witness fees, expert witness fees and expenses, and

(iv) all other costs and expenses of litigation

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:

_____

_____
Signature

_____
Name - Typed or Printed

_____
Title - Typed or Printed

Business Address:

_____

_____

_____
Business Phone No.

_____
Federal Tax I.D.#

ATTEST: (If Corporation)

_____
Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

_____
Authorized Signature

APPROVED:

_____
City Attorney

ATTEST:

_____
City Secretary

Seal:

Chris W. Barnes
R. Andrew Bennett
John E. Orfield
Donald R. Powell

8080 Park Lane
Suite 800
Dallas, Texas 75231
Tel 972.701.9000
Fax 972.991.3008
www.bokapowell.com

architecture
interiors
planning
graphics
strategy

July 21, 2023

Mr. Michael Rice
Assistant City Manager
City of Abilene
555 Walnut St.
Abilene, Texas 79604

Re: Abilene Festival District – Bid Review
Abilene, TX

Dear Michael –

We have received the bid tabulation and the bid forms for the Festival District project for the City of Abilene. We have reviewed the bids and noted the large difference in total bid amounts from the two bidders. Based on our discussion and our review of the information contained in the bid, we are recommending acceptance of the Crowe Groups bid, including alternate 1.

Please let us know if you have any questions. We look forward to seeing this project moving forward and continuing to work with the City of Abilene.

BOKA Powell, LLC

Joseph L. Hilliard, AIA
Principal

Dallas
Fort Worth
Austin
Denver

"The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, TX telephone: 512-305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a."

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

DEPARTMENT: ENGINEERING
BID NO.: CB-2357
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: JULY 19, 2023

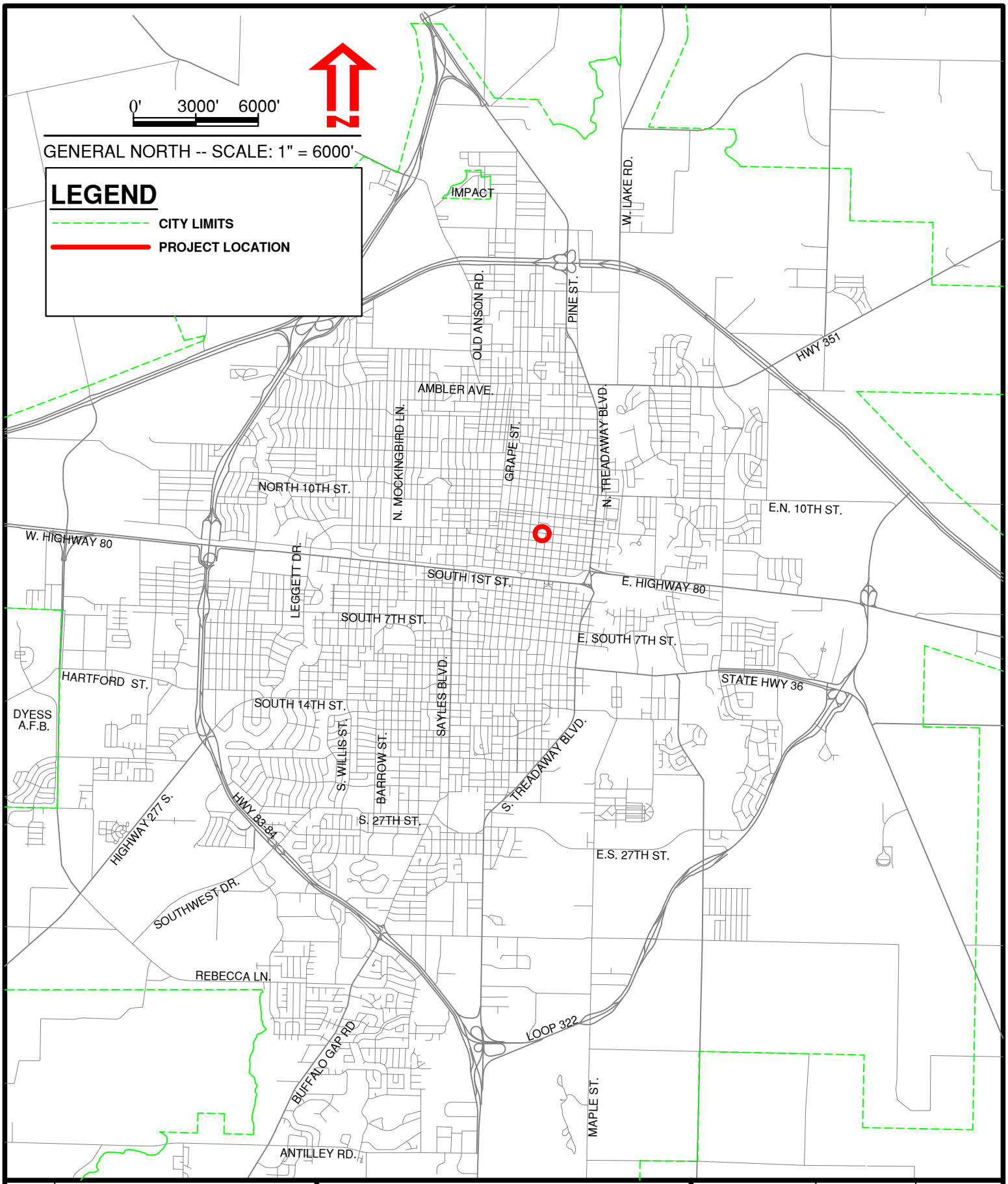
				THE CROWE GROUP INC ABILENE, TX		TEINERT CONSTRUCTION LUBBOCK, TX									
ITEM	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**
1.	FESTIVAL DISTRICT – BASE BID				1,366,174.18		1,920,822.00								
	ALTERNATE #1				505,545.00		726,000.00								
	ALTERNATE #2				-29,450.00										
BASE BID															
DISCOUNT															
TOTAL BID															

*NOTES: INDICATES RECOMMENDED AWARD

SCOPE OF PROJECT

This Construction contract involves work around the Convention Center along the fire lane on N. 6th St. Included in the contract is the removal of miscellaneous concrete appurtenances as shown in the plans as well as placement of new concrete structures and pavement. Items also included but are not limited to a French Drain system, landscaping, irrigation systems, electrical work, bollards, lighting, and site protection.

Also included is add alternate 1 for a walkway canopy structure.



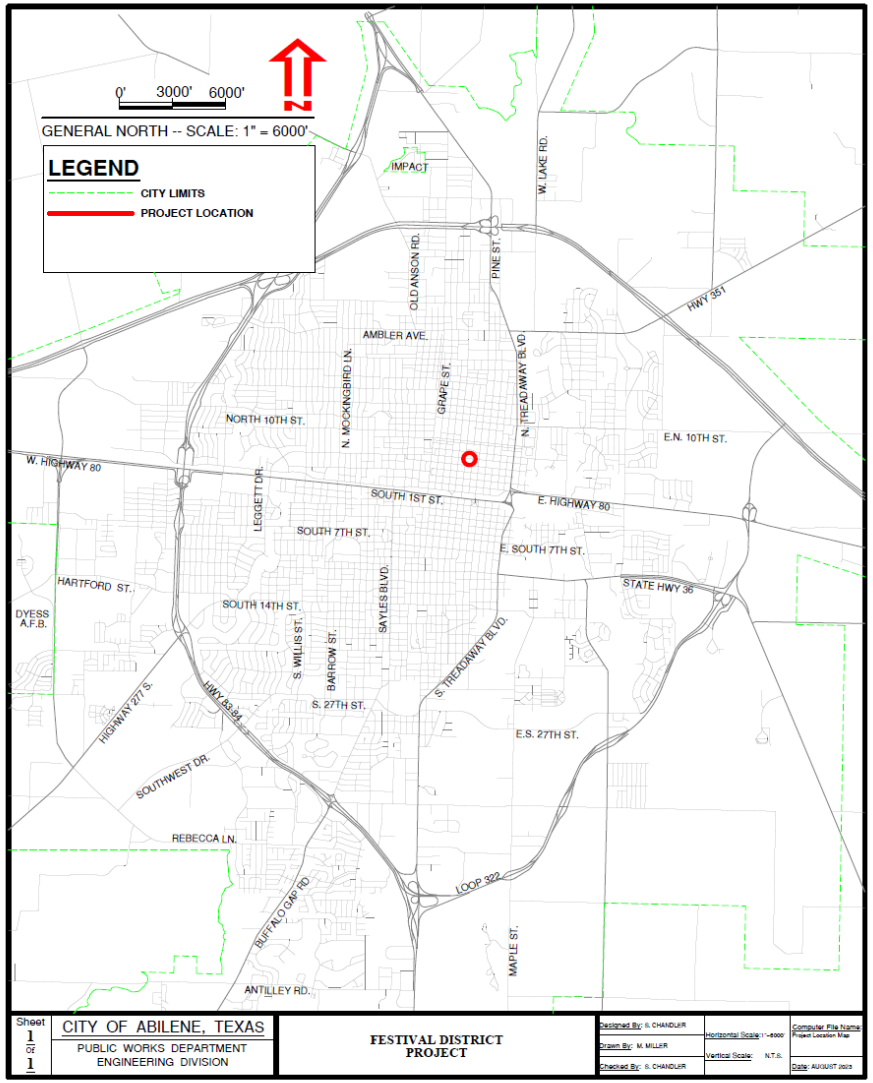
Sheet 1 Of 1	CITY OF ABILENE, TEXAS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	FESTIVAL DISTRICT PROJECT	Designed By: S. CHANDLER Drawn By: M. MILLER Checked By: S. CHANDLER	Horizontal Scale: 1"=6000' Vertical Scale: N.T.S.	Computer File Name: Project Location Map Date: AUGUST 2023

Agenda Item:

Bid Award of CB-2357 Festival District Project

(Max Johnson)

Bid Award of CB-2357
Festival District Project



Project Location:

Convention Center area along the fire lane on N. 6th St.

CITY OF ABILENE TEXAS

Bid Award of CB-2357
Festival District Project

- Project includes:
  - Removal of miscellaneous concrete appurtenances as well as placement of new concrete structures and pavement. Also included in the base bid for the item is a French Drain system, landscaping, irrigation systems, electrical work, bollards, lighting, and site protection.
  - Add Alternate 1 is also proposed as part of this bid award and will include a walkway canopy structure.
- Project Advertised July 2, 2023 and July 9, 2023; bids opened July 19, 2023
- 2 bids received
- Project funded through GO Bond Funds.
- Staff recommends awarding the bid to the best value bidder, The Crowe Group, Inc., with a base bid of $1,366,174.18 and an add alternate 1 bid of $505,545.00 for a total bid award of $1,871,719.18.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Change Order No. 2 to the Contract with Blackrock Construction for the E.N. 10th and S. Maple Street Utility Improvements (*Rodney Taylor*)**

GENERAL INFORMATION

Water Utilities staff is recommending that the Abilene City Council approving Change Order No. 2 to the Contract with Blackrock Construction (Blackrock) for the E.N. 10th and S. Maple Street Utility Improvements Project in the amount of -$53,759.29. Change Order No. 2 provides for various cost adjustments for changes in actual bid line item quantities installed and for changes in the contract scope of work made by field orders. Adjustments to bid line item quantities resulted in a decrease in costs totaling $84,723.00. Additional work tasks through field orders resulted in an increase in costs totaling $30,963.71. The Change Order No. 2 is a net reduction of $53,759.29, resulting in a final contract price of $2,431,691.91.

SPECIAL CONSIDERATIONS

On July 14, 2022 the Abilene City Council awarded the bid for the E.N. 10th and S. Maple Street Utility Improvements to Blackrock Construction in the amount of $2,480,075.00. The project is the upgrade of various sections of water and sewer piping and related appurtenances existing within the right-of-way of E.N. 10th Street between Judge Ely Blvd. and Loop 322, and within the right-of-way of S. Maple Street between Loop 322 and Beltway South. The utility improvements are in conjunction with the pending roadway rehabilitation projects. On February 22, 2023 the City Manager executed Change Order No. 1 which increased the contract amount by $5,376.20 resulting in a new contract amount of $2,485,451.20. The Change Order No. 1 is necessary to cover the cost of realignment of a section of sewer main and for the cost of backfill materials and transporting spoils which exceeded the owners allowance of the contract.

Blackrock has successfully completed the project. Change Order No. 2 incorporates adjustments in costs and establishes the final contract price of $2,431,691.91.

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve Change Order No. 2 to the contract with Blackrock Construction for the E.N. 10th and S. Maple Street Utility Improvements Project for a net reduction of $53,759.29 and resulting in a final contract value of $2,431,691.91.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Chang Order 2-Blackrock Construction-EN 10TH and S Maple Street Utility Improvements-8-10-2023
2. Change Order No 2-BlackRock Construction-EN 10th and S Maple Street Utility Improvements-8-10-2023
3. Presentation-Change Order No 2-Blackrock Construction-N 10th Street and S Maple Street Utility Improvements-8-10-2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING CHANGE ORDER NO. 2 TO THE CONTRACT WITH BLACKROCK CONSTRUCTION FOR THE E.N. 10TH AND S. MAPLE STREET UTILITY IMPROVEMENTS PROJECT.

WHEREAS, the City of Abilene (City) owns and operates a Public Water Supply System and a permitted Wastewater Treatment Plant and Collection Facilities; and

WHEREAS, on July 14, 2022 the Abilene City Council awarded the bid to Blackrock Construction in the amount of $2,480,075.00 for the E.N. 10th and S. Maple Street Utility Improvements Project for the upgrade and relocation of existing water distribution and wastewater collection facilities within the rights-of-way of those street sections prior to roadway rehabilitation; and

WHEREAS, on February 22, 2023 the City Manager executed Change Order No. 1 to the Contract for costs of project realignment and additional backfill materials, which increased the contract amount by $5,376.20 resulting in a new contract value of $2,485,451.20; and

WHEREAS, Blackrock Construction has successfully completed the project work and Change Order No. 2 is making cost adjustments for bid item quantities actually installed for a decrease of $84,723.00 and for added work tasks for an increase of $30,963.71 resulting in a reduction of $53,759.29 and a final contract value of $2,431,691.91; and

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

That the City Manager is authorized to execute Change Order No. 2 to the contract with Blackrock Construction for the E.N. 10th and S. Maple Street Utility Improvements resulting in a net reduction of $53,759.29 and a final contract value of $2,431,691.91.

ADOPTED this 10th day of August, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

CHANGE ORDER

CITY OF ABILENE

CITY OF ABILENE

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: Blackrock Construction

2. Field Order Work Limits: Sta._____ to Sta. _____

3. Type of Change: Minor (Major/Minor)

4. Reasons: Final Quantity Rectification.

Project: EN 10th and South Maple

Street: EN 10th Street

Contract Number:

5. Describe the work being revised: Contractor submitted Change Order Requests 4,5,7, and 8 to cover changes in the contract scope during construction. Additional changes have been made to bid item quantities to match the work performed by the contractor.

Contract Items

1.	Bid Item #6 – 48" Fiberglass Manhole (4'-8')	-1 EA	($15,050.00)
2.	Bid Item #10 – 6" SDR-35 PVC Sewer Gravity	-135 LF	($13,500.00)
3.	Bid Item #37 – Remove 6" PVC Water Line	-94 LF	($1,128.00)
4.	Bid Item #38 – Remove 10" AC Water Line	-35 LF	($1,750.00)
5.	Bid Item #39 – Sewer Main Grout Fill	-50 CY	($10,000.00)
6.	Bid Item #40 – Water Line Grout Fill	-185 CY	($32,375.00)
7.	Bid Item #48 – Asphalt Repair	-156 LF	($10,920.00)

6. New or revised plan sheet(s), sketch(es), and estimates are attached:
   - Field Order Change Request 4 - $5,202.43
   - Field Order Change Request 5 - $8,769.99
   - Field Order Change Request 7 - $13,862.13
   - Field Order Change Request 8 - $3,129.16
   - Email correspondence

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due.

THE CONTRACTOR Date 7/31/23

(Signature)

Typed/Printed Name Donny GAMBLIN

Typed/Printed Title Operations Manager

The following information must be provided:

Change in contract time:	N/A
Original contract price:	$2,480,075.00
Existing contract price: *	$2,485,451.20
Amount added or subtracted by this FO:	(-$53,759.29)
Revised contract price:	$2,431,691.91

* Includes previous FO's

RECOMMENDED FOR EXECUTION:

_____

Inspection Services Manager Date

Sagi Dill, P.E. 7/31/23

Engineer Date

_____

Director Date

Approve Change Order No. 2 to the Contract with Blackrock Construction for the E.N. 10th and S. Maple Street Utility Improvements

CITY OF ABILENE TEXAS

E.N. 10th and S. Maple Street Utility Improvements

- On July 14, 2022 the Abilene City Council awarded the bid for the E.N. 10th and S. Maple Street Utility Improvements to Blackrock Construction in the amount of $2,480,075.00.
- The project is the upgrade and relocation of various sections of water and sewer piping existing within the right-of-way of E.N. 10th Street between Judge Ely Blvd. and Loop 322, and within the right-of-way of S. Maple Street between Loop 322 and Beltway South prior to street rehabilitation projects.
- On February 22, 2023 the City Manager executed Change Order No. 1 which increased the contract amount by $5,376.20 resulting in a new contract value of $2,485,451.20.

CITY OF ABILENE TEXAS

E.N. 10th and S. Maple Street Utility Improvements

- Change Order No. 2 provides for various cost adjustments for changes in actual bid line item quantities installed and for changes in the contract scope of work made by field orders.
- Adjustments to bid line item quantities resulted in a decrease in costs totaling $84,723.00.
- Additional work tasks through field orders resulted in an increase in costs totaling $30,963.71.

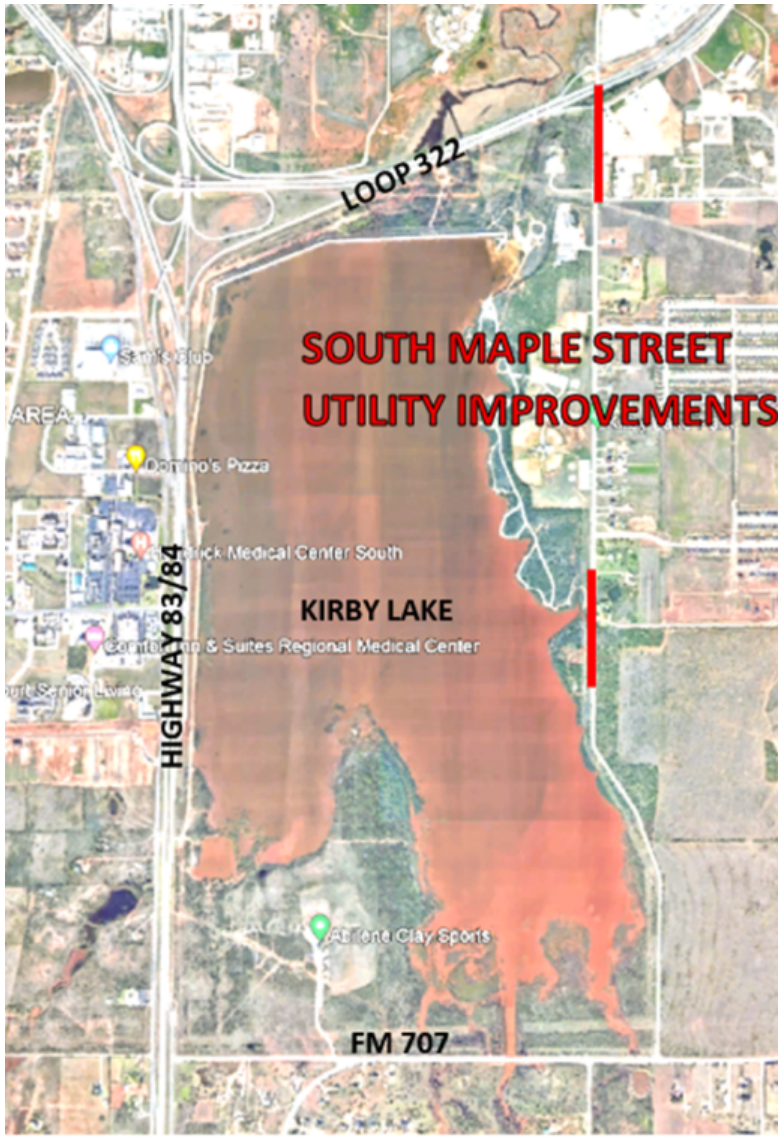
- Change Order No. 2 is a net reduction of $53,759.29, resulting in a final contract price of $2,431,691.91.

CITY OF ABILENE TEXAS

E.N. 10th and S. Maple Street Utility Improvements

CITY OF ABILENE TEXAS

E.N. 10th and S. Maple Street Utility Improvements



CITY OF ABILENE TEXAS

Approve Change Order No. 2 to the Contract with Blackrock Construction for the E.N. 10th and S. Maple Street Utility Improvements

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **8. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Purchase of a Replacement Pump for the Prison Lift Station (*Rodney Taylor*)**

GENERAL INFORMATION

City staff is recommending that the Abilene City Council approve the purchase of a replacement pump for the Prison Lift Station in the amount of $54,852.00 from Xylem Water Solutions USA, Inc. The purchase price exceeds $50,000 thus requiring the approval of the Abilene City Council.

SPECIAL CONSIDERATIONS

The City of Abilene owns and operates the Prison Lift Station, which serves the French Robertson and John Middleton Prison Units located in far northeast Abilene. The Prison Lift Station receives all domestic wastewater discharged from the prison units and pumps uphill directly to the Hamby Water Reclamation Facility. The lift station consists of three submersible pumping units. Typical operations utilizes 2 pumps in rotation with a third acting as backup. One of the pumps has failed, which significantly impacts the capacity and reliability of the lift station. The recommended purchase will restore the full capacity and reliability of the lift station.

Lift station pumps are designed to operate submerged below the wastewater surface. Each pump has an associated rail and coupling system to allow the pump to be easily pulled from the pool of wastewater, serviced on dry ground, and then reinstalled along the rails without human entry into the lift station. The Wastewater Collection and Wastewater Treatment Divisions have historically utilized Flygt brand submersible sewage pumps, so the lift stations are equipped with compatible flygt brand rail and coupling systems. It is reasonable that the replacement pump be a flygt brand, or a brand that can utilize the existing Flygt rail and coupling equipment without significant modifications. Flygt is a subsidiary brand of Xylem Water Solutions USA,

Inc.

This purchase is exempt from competitive bidding as it is a procurement necessary because of unforeseen damage to public machinery, equipment, or other property.

FUNDING/FISCAL IMPACT

The pump purchase will utilize funds designated for water utilities capital improvement purchases.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the purchase of a submersible sewage pump from Xylem Water Solutions USA, Inc. for the amount of $54,852.00, as described above.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Authorize Purchase of Flygt lift station pump-8-10-2023
2. Quote-Xylem Water Solutioins USA-Purchase Replacement Prison Lift Station Pump-8-10-2023
3. Presentation-Resolution Approving Purchase of Replacement lift station pump-8-10-2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE PURCHASE OF A REPLACEMENT PUMP FROM XYLEM WATER SOLUTIONS USA, INC. FOR THE PRISION LIFT STATION.

WHEREAS, the City of Abilene (City) owns and operates the Hamby Water Reclamation Facility and the wastewater collection system; and

WHEREAS, the wastewater collection system includes the prison lift station which serves the French Robertson and John Middleton Prison Units; and

WHEREAS, one of the three submersible lift station pumps has failed and must be replaced at a cost exceeding $50,000.00; and

WHEREAS, the lift station is equipped with Flygt brand submersible pumps and compatible rail and coupling systems to allow the pumps to be pulled and reinstalled from the above deck surface without human entry into the lift station; and

WHEREAS, staff is requesting that the Abilene City Council approve the purchase of a new Flygt brand submersible lift station pump from parent company Xylem Water Solutions USA Inc. in the amount of 54,852.00; and

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

That the Abilene City Council approves the purchase of replacement lift station pump from Xylem Water Solutions USA, Inc. in the amount of $54,852.00.

ADOPTED this 10th day of August, 2023.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Weldon Hurt, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

Xylem Water Solutions USA, Inc.
2310 McDaniel Road, Carrollton, TX 75006

April 19, 2023

City of Abilene

Re: Xylem / Flygt Products – Sales/Service Channel

To Whom it May Concern:

From its location in Carrollton, TX, Flygt (a Xylem brand) products are exclusively sold DIRECTLY TO END USERS for the municipal water and wastewater market, including Texas counties of Archer, Baylor, Callahan, Clay, Collin, Cooke, Dallas, Denton, Eastland, Ellis, Erath, Fannin, Foard, Hardeman, Haskell, Hill, Hood, Hunt, Jack, Johnson, Jones, Kaufman, Knox, Montague, Navarro, Palo Pinto, Rockwall, Shackelford, Somerville, Stephens, Taylor, Tarrant, Throckmorton, Wichita, Wise and Wilbarger. No distributors are used in our sales channel for this area.

We are the only Flygt Authorized Warranty/Service Center or Flygt Pumps, Mixers, and Monitoring and Control products in this area. Xylem Inc. – Flygt Products offer a large range of pumps (.25Hp – 1140Hp), mixers (1.2Hp – 40Hp) and controls. We invite you and your team to our Carrolton facility (2310 McDaniel Road, Carrollton, TX 75006) where we sell, service and rent units here. We at Xylem Inc. – Flygt Products appreciate working with you for all your pumping, mixing and controls needs.

Please feel free to contact the undersigned with any questions regarding this matter.

Sincerely,

Matt Rottman
Sales Representative
Flygt Products
Carrollton, TX
O: 972-512-3615
matt.rottman@xylem.com

xylem

Xylem Water Solutions USA, Inc.

Flygt Products

2310 McDaniel Drive
Carrollton, TX 75006

Tel (972) 418-2400

Fax (972) 416-9570

April 19, 2023

CITY OF ABILENE
PO BOX 60
ABILENE TX 79604-0060

Quote # 2023-DAL-0223
Job Name: Abilene 3202 Pump

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Pumps

Qty	Description
1	Flygt Model NP-3202.185 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 70 HP 1750 RPM motor, 456 impeller, 1 x 50 Ft. length of SUBCAB 3x50+2G35/2+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve

Total Price $ 54,852.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Time of Delivery: Approx. 10-12 working weeks after receipt of order.

Terms of Delivery: Prepaid

Validity: This Quote is valid for thirty (30) days.
Please note that this pricing is valid for 30 days and contingent upon final approval of submittals and release to fabrication by (within 90 days of bid date). This quotation is subject to change if any changes to the specifications or plans are made that alter the scope of supply.

FLYGT
a xylem brand

Terms of Payment:	100% N30 after invoice date. Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.
Warranty:	Xylem Water Solutions USA, Inc. offers a commercial warranty to the original end purchaser against defects in workmanship and material.
Changes:	This Quote is based on the current design criteria provided to Xylem Water Solutions USA, Inc. Revisions may result in price changes.
Exclusions:	This Quote includes only the items listed specified above.
COVID 19:	Delivery lead-times may be impacted by the current COVID-19 virus pandemic relative to transportation logistics.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Matt Rottman
Sales Representative
Phone: 972-418-2400
Cell: 214-288-6621
matt.rottman@xylem.com
Fax: 972-416-9570

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #:	2023-DAL-0223
Customer Name:	CITY OF ABILENE
Job Name:	Abilene 3202 Pump
Total Amount:	**$ 54,852.00**

Signature: _____ Name: _____
(PLEASE PRINT)

Company/Utility: _____ PO: _____

Address: _____ Date: _____

_____ Phone: _____

_____ Email: _____

_____ Fax: _____

Approve the Purchase of a Replacement Pump for the Prison Lift Station

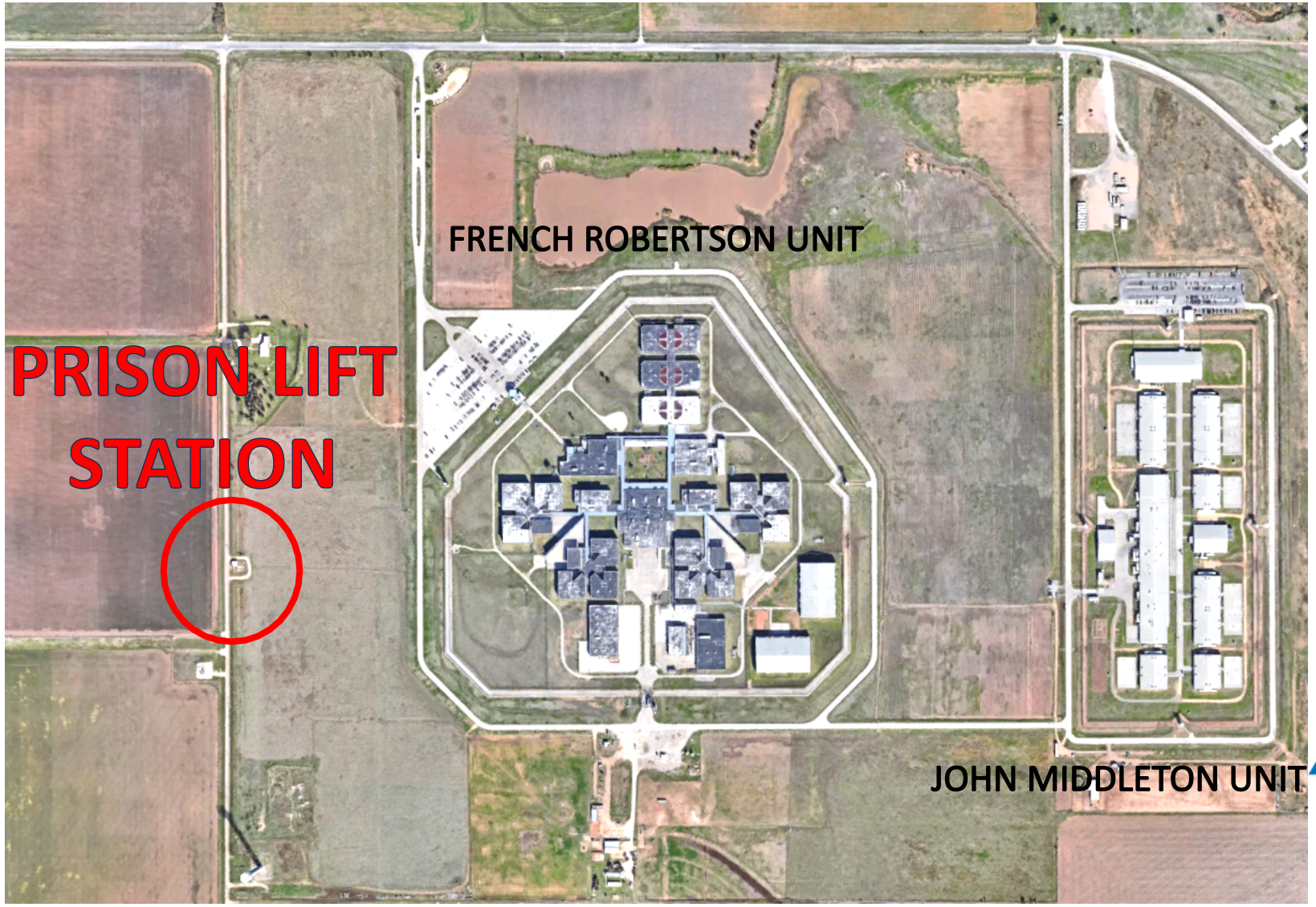
CITY OF ABILENE TEXAS

Prison Lift Station

- The wastewater collection system includes the prison lift station which serves the French Robertson and John Middleton Prison Units
- One of the three submersible lift station pumps has failed and must be replaced at a cost exceeding $50,000.00
- The lift station is equipped with Flygt brand submersible pumps and compatible rail and coupling systems to allow the pumps to be pulled and reinstalled from the above deck surface without human entry into the lift station
- Staff recommends that the Abilene City Council approve the purchase of a Flygt brand submersible pump from parent company Xylem Water Solutions USA, Inc. in the amount of $54,852.00

CITY OF ABILENE TEXAS

Prison Lift Station



CITY OF ABILENE TEXAS

Approve the Purchase of a Replacement Pump for the Prison Lift Station

QUESTIONS?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

FROM: **Cande Flores, Fire Chief**

SUBJECT: **9. Resolution: Receive a Report, Hold a Discussion and Take Action on the Approval of the 2023-2025 Abilene Professional Firefighters Association Meet and Confer Agreement. *(Cande Flores)***

GENERAL INFORMATION

Texas Local Government Code section 142 provides for the meet and confer process. Five public meetings occurred this year to negotiate the Meet and Confer Agreement between the City of Abilene and the Abilene Professional Firefighters Association. The current Agreement is set to expire on September 30, 2023.

SPECIAL CONSIDERATIONS

The City of Abilene and the Abilene Professional Firefighters Association IAFF Local 1044 have negotiated a Meet and Confer Agreement to be effective for the fiscal years 2023-2024, and 2024-2025.

A majority of the membership of the Abilene Professional Firefighters Association has ratified the proposed agreement.

FUNDING/FISCAL IMPACT

Funding for the Meet and Confer Agreement comes from the City of Abilene Annual Budget.

STAFF RECOMMENDATION

Staff recommends approval of the 2023-2025 Abilene Professional Firefighters Association

Meet and Confer Agreement.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution - Meet & Confer
2. M&C Meeting 2023-2025
3. Agreement Signature Page
4. Meet and Confer Agreement

RESOLUTION _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO APPROVE THE 2023-2025 MEET AND CONFER AGREEMENT BETWEEN THE CITY OF ABILENE AND THE ABILENE PROFESSIONAL FIREFIGHTERS ASSOCIATION, IAFF LOCAL 1044.

WHEREAS, Texas Local Government Code section 142 provides for the meet and confer process; and

WHEREAS, the City of Abilene and the Abilene Professional Firefighters Association IAFF Local 1044 have negotiated a Meet and Confer Agreement to be effective for the fiscal years 2023-2024, 2024-2025; and

WHEREAS, the proposed agreement has been ratified by a majority of the membership of the Abilene Professional Firefighters Association.

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

Part 1: That the City Council of the City of Abilene, Texas hereby ratifies the proposed Meet and Confer Agreement between the City of Abilene and the Abilene Professional Firefighters Association for the period October 1, 2023 through September 30, 2025.

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

ADOPTED and approved by the City Council on the 10th of August, 2023.

ATTEST:

_____
Shawna Atkinson
City Secretary

_____
Weldon Hurt
Mayor

APPROVED:

_____
Stanley Smith
City Attorney

Meet and Confer Agreement

between

The City of Abilene

and

Abilene Professional Fire Fighters Association, IAFF Local 1044

Fiscal Years 2023-2024, 2024 - 2025

TABLE OF CONTENTS

Definitions.....1

Article 1 – Parties and Purpose of Meet and Confer 2

Article 2 – Recognition.....3

Article 3 – Dues Deduction.....4

Article 4 – Hiring.....5

Article 5 – Promotions.....9

Article 6 – Appointment of Personnel 13

Article 7 – Disciplinary Action and Appeals 14

Article 8 – Base Salary and Step Pay 19

Article 9 – Contract Interpretation Dispute Resolution Procedure.....22

Article 10 – Civil Service Commission 24

Article 11 – Wellness.....25

Article 12 – Miscellaneous Provisions 26

Article 13 – Reopener Provisions 28

Article 14 – Association Business Leave.....29

Article 15 – Term of Agreement.....30

Article 16 – Savings Clause and Preemption Provision 31

Appendix A – Abilene Fire Department Amendment to the Civil
Service Promotion System for Promotion to All Ranks 33

Appendix B – Forms: Contract Dispute Resolution 38

Appendix C – Fire Longevity Pay……..……43

DEFINITIONS

1. "Agreement" means the Meet and Confer Agreement entered between the Abilene Professional Fire Fighters Association and the City of Abilene.

2. "Association" means the Abilene Professional Fire Fighters Association, (IAFF Local 1044), its elected leaders and its collective membership.

3. "City" means the City of Abilene, its mayor, city council members, city manager, fire chief and those persons designated by the City of Abilene to manage the city and its fire department.

4. The term "commission" means the City of Abilene Firefighters' and Police Officers' Civil Service Commission.

5. The term "day" or "days" shall mean calendar days unless otherwise specified.

6. The term "Department" means the Abilene Fire Department.

7. The term "Department head" means the Chief of the Abilene Fire Department, his or her designee, or an acting Chief of the Abilene Fire Department.

8. The term "director" means the Director of the City of Abilene Firefighters' and Police Officers' Civil Service Commission.

9. The term "dues" means the cost of membership in the Association.

10. The term "firefighter" means a firefighter employed by the Fire Department by the City of Abilene.

11. The term "local rules" means the Local Rules and Regulations promulgated by the City of Abilene Firefighters' and Police Officers' Civil Service Commission.

12. "Parties" means the City of Abilene and the Abilene Professional Fire Fighters Association and "Party" means the City of Abilene or the Abilene Professional Fire Fighters Association.

ARTICLE 1

PARTIES AND PURPOSE OF MEET AND CONFER

The Parties to this Agreement are the CITY OF ABILENE, TEXAS, a home rule municipality organized under Texas law and the ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO. 1044, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS.

It is the intent and purpose of the Meet and Confer negotiations and this Agreement, entered into by and between the CITY OF ABILENE, and the ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO. 1044, to achieve and maintain harmonious relations between the Parties related to the salaries, working conditions and other conditions of employment in accordance with Subchapter C of 142 Texas Local Government Code and not deny local control by the City except as provided by this Agreement.

ARTICLE 2

RECOGNITION

The CITY OF ABILENE recognizes the ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO.1044, as the sole and exclusive bargaining agent for the covered firefighters described in the petition for recognition, excluding the head of the fire department and excluding the employees exempt under Subsection (b), in accordance with subchapter C of Chapter 142 of the Texas Local Government Code. The Parties understand and agree the provisions of this Agreement do not extend to employees outside of the Department.

ARTICLE 3

DUES DEDUCTION

Section 1. Dues Check Off

(a) If a firefighter requests in writing the payment of membership dues to the Association, the City shall deduct the dues from the firefighter's monthly salary or wages. A firefighter's request must: (1) be set out in a form prescribed and provided by the City's Human Resources Department; (2) state the amount to be deducted each month, and; (3) direct the City's Human Resources Department to transfer the deducted funds to the Association, by either check or electronic direct deposit.

(b) The dues deduction for the Association shall be remitted promptly to the Administrative Office of the ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL NO.1044.

(c) During the term of this Agreement, the City agrees that it will not authorize payroll deduction of dues or fees for any other organization that purports to represent Abilene firefighters in employment matters.

(d) Sections 141.008(d) and 141.008(e) of the Texas Local Government Code shall apply to a deduction request under this article. This article supersedes section 141.008(a-1) to the extent it conflicts with this article.

ARTICLE 4

HIRING

Section 1. Select Application of Chapter 143 Procedures

In adopting this article, the parties mutually agree to hold each other harmless, including their agents, officers and employees, from any and all claims from Association members or third parties arising from the application of or use of the modifications from TLGC 143, subchapter B Classification and Appointment. Further, the parties agree to preempt the TLGC Chapter 143, Subchapter B Classification and Appointment procedures Sections 143.021, 143.032, 143.024, 143.025, 143.0251, 143.026, and 143.027 except as stated in this article. In preempting Chapter 143, the parties recognize the need for more flexibility in the hiring process to meet the needs of the Department and believe it improves the selection process and provides candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the Department. Further, this article preempts, to the extent of any conflict, all contrary state statutes, local ordinances, executive orders, civil service provisions, or rules adopted by the Department head or the commission.

Section 2. Classification

Classification under TLGC Section 143.021 (a)-(b)-(c) shall apply, except that an existing or future position or classification may be filled only according to the Department's hiring process in accordance with the Agreement.

Section 3. Definition of Vacant Position

For purposes of this article, vacant position shall mean a vacant position in the Fire Fighter classification.

Section 4. Physical Requirements and Examination

The physical requirements and physical/mental examinations under TLGC Section 143.022 shall apply to fill vacant positions in the Department.

Section 5. Eligibility for Vacant Position

The eligibility requirements under TLGC Sections 143.023(b), 143.023(d), and 142.023(f) shall apply to fill vacant positions in the Department. A person is not eligible to apply for a vacant position in the Department unless the person meets minimum eligibility requirements for a firefighter as outlined in the local rules.

Section 6. Reappointment After Resignation

The commission shall adopt rules to allow a fire fighter who voluntarily resigns from the Department and meets the eligibility requirements for a vacant position to be reappointed to the Department at the sole discretion of the Department head.

Section 7. Procedure for Filling Vacant Positions

(a) Rank on the eligibility list

Candidates shall be ranked on the eligibility list based upon a combination of the final written examination score, the physical ability test, and the oral interview board score.

The final written examination score will include points added for certifications deemed beneficial to the Abilene Fire Department. Certification points will include:

- (5) Points – Military Experience
- (3) Points - Texas Commission on Fire Protection Structural Firefighter
- (3) Points – Dept. of State Health Services, or NREMT Paramedic

An initial written examination score of 70 points, which excludes points added for certifications, is required in ordered to proceed to the physical ability testing (PAT) phase of the hiring process. A minimum of five (5) candidates for each available opening, will advance to the PAT phase. If the minimum number of candidates is not available, then all of the candidates scoring above a 70 on the written examination will proceed to the PAT phase. The number of available openings will be determined prior to the date of the written examination.

The final written examination score will be the initial written examination score plus all certification points. Certifications must be current in order to receive additional points.

(b) TCFP-certified applicants

Applicants possessing structural firefighter certification from the Texas Commission on Fire Protection (TCFP) will receive additional points in the ranking process. These Applicants may be eligible to attend an Orientation Academy, in place of a full Fire Academy, if hired. This eligibility will be determined during the hiring process and at the discretion of the Department head.

(c) Eligibility Period

The hiring eligibility list shall expire on a date to be determined by the Department head, which shall not exceed twelve (12) months from the date of publication. The list of candidates who successfully passed the initial written examination shall also remain effective for a period determined by the Department head, not to exceed twelve (12) months from the date of the examination.

(d) Appointment to a vacant position

(i) When a vacancy occurs in a vacant position in the Department, the Department head shall appoint the person having the highest score on the hiring eligibility list unless there is a valid reason why the person having the highest score should not be appointed.

(ii) If the Department head does not appoint the person having the highest score, the Department head shall clearly set forth in writing the good and sufficient reason why the person having the highest score was not appointed.

(iii) The reason required by subsection (ii) shall be filed with the commission and a copy provided to the person having the highest score.

Section 8. Probationary Period

(a) Probationary Period

A person appointed to a vacant position in the Department must serve a minimum probationary period of twelve months. In the event that the person appointed to a vacant position in the Department has not obtained his/her EMT-Paramedic certification within the minimum twelve-month probationary period, such person's probationary period shall be extended for such time until he obtains his/her EMT-Paramedic certification, or for an additional twelve-month period, whichever occurs sooner.

(b) Membership in Employee Organizations

TLGC Section 143.027(c) shall apply.

(c) Civil Service Protection

A firefighter who was appointed through the Department's hiring process and who serves the entire applicable probationary period automatically becomes a full-fledged civil service employee and has full civil service protection except as modified by this Agreement.

Section 9. Employment of Certified Fire Fighters

At the discretion of the Fire Chief, certified fire fighters with previous work experience may be offered the opportunity to attend an Orientation Academy and given Lateral Entry to the Department. These offers are contingent upon successful completion of the hiring process for lateral positions and having met all other eligibility requirements.

(a) Request for Lateral Entry

1) An initial application packet for Lateral Entry must be submitted to the City of Abilene Employment Office. The application will be in a form designated by the Fire Chief. Complete and verified employment applications will be reviewed by Fire Administration. Acceptance of an application for Lateral Entry is solely at the discretion of the Fire Chief, and the Chief is under no obligation to accept any application. The Lateral Entry application may be rejected for any reason.

(b) Eligibility for Lateral Entry

1) Lateral Entry applicants must meet all of the legal requirements to become fully certified by the Texas Commission on Fire Protection (TCFP) if the applicant is not already a TCFP Certified Fire Fighter. The applicant must have been previously employed as a

paid full-time Fire Fighter in a position with responsibilities similar to those of a Fire Fighter for the Abilene Fire Department (AFD).

2) Applicants must have a minimum of **three (3) years** of experience working as a paid full-time fire fighter in a civil service department.

3) Maximum hiring age for Lateral Entry applicants is thirty-five. Applicants shall not reach their thirty-sixth birthday prior to receiving a job offer.

4) Fire Administration will determine the applicant's suitability to be considered for Lateral Entry.

5) The applicant must successfully complete all phases of the Lateral Entry hiring process.

6) The hiring process will result in ranking applicants on the Lateral Entry Eligibility List. The Department head may give preference in selection to any person on the Lateral Entry Eligibility List. The list shall expire on a date to be determined by the Department head.

(c) Status After Appointment

1) The applicant will attend an Orientation Academy. Upon successful completion of the Orientation Academy, the applicant may be assigned to Emergency Services.

2) For payroll purposes, the applicant will begin at the 3-year Firefighter pay step. Future increases will be based service time with the AFD from the initial assigned 3-year step.

3) Longevity Pay will be based only on service time with the AFD.

4) Eligibility for promotion shall be based only on service time with the AFD.

5) Seniority, for selection of Time Away From Work (TAFW) will be based only on service time with the AFD.

6) An applicant appointed under the Lateral Entry hiring process shall serve a minimum probationary period of twelve (12) months before gaining civil service status. The probationary period may be extended to twenty-four (24) months to accommodate the attainment of a paramedic certification. During the probationary period, the applicant is an "at-will" employee who can be disciplined or terminated for any reason.

ARTICLE 5

PROMOTIONS

Section 1. Intent

In adopting this article, the Parties agree to implement a promotional system using an Assessment Center component in addition to the written examination. The Parties believe an assessment component to the selection process has improved the selection process and provides promotional candidates a fair opportunity to display skills and abilities that serve as additional good indicators that they will perform well in the position of Fire Lieutenant, Fire Captain or Battalion Chief.

Section 2. Promotional Examination Procedure

(a) The promotional examination procedure will consist of two parts:

1. a written examination, as defined in this article, consisting of one-hundred (100) multiple choice questions; and, upon passing the written examination part of the promotional examination procedure;
2. participation in an Assessment Center.

(b) The minimum passing score on the written examination is 70 percent.

(c) The commission shall adopt rules governing the promotional examination procedure and promotional eligibility lists in accordance with this article and in accordance with Appendix A for the promotional positions of Fire Lieutenant, Fire Captain, and Battalion Chief. Further, the commission may adopt rules to provide for the efficient administration of a promotional examination to eligible promotional candidates who are members of the armed forces serving on active military duty which may include using only the written examination for each candidate for one hundred percent (100%) of all promotional candidates' final scores. If a written examination is offered to an active military candidate, and that candidate receives a minimum passing score, the remaining candidates shall only be required to take the written portion of the promotional process and **Article 4, Section 2 (a) 2** shall not apply to the examination. If the active military candidate does not receive a minimum passing score, Article 4, Section 2 (a) 2 shall still apply.

Section 3. Joint Labor/Management Committee

(a) A joint Labor/Management Committee (the Committee) shall be established for the purpose of providing feedback and/or mutually agreed upon adjustments to the promotional or hiring processes outside the regular meet and confer negotiation cycle. Each Party shall designate four (4) representatives to serve on the Committee. A minimum of six (6) members of the Committee including three (3) from labor and three (3) from management must be present for a meeting to be held.

Section 4. Written Examination

(a) The term "written examination" in this article means the written examination provided for under Chapter 143 of the Texas Local Government Code and does not mean any written part of the Assessment Center. The promotional candidate's score on the written examination shall constitute the candidate's written score.

(b) For a promotional candidate applying for the Fire Lieutenant classification, sixty percent (60%) of a promotional candidate's composite score will be based on the written score.

(c) For a promotional candidate applying for the Fire Captain classification, fifty percent (50%) of a promotional candidate's composite score will be based on the written score.

(d) For a promotional candidate applying for the Battalion Chief classification, forty percent (40%) of a promotional candidate's composite score will be based on the written score.

Section 5. Assessment Center

(a) For a promotional candidate applying for the Fire Lieutenant classification, forty percent (40%) of a promotional candidate's composite score will be based on an Assessment Center.

(b) For a promotional candidate applying for the Fire Captain classification, fifty percent (50%) of a promotional candidate's composite score will be based on an Assessment Center.

(c) For a promotional candidate applying for the Battalion Chief classification, sixty (60%) percent of a promotional candidate's composite score will be based on an Assessment Center.

(d) An Assessment Center will not be conducted if only one promotional candidate successfully passes the Written Examination, or if the number of openings equals the number of candidates that successfully pass the Written Examination.

Section 6. Procedure for Making Promotional Appointments

(a) For promotional candidates applying for the Fire Lieutenant classification, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .60 to account for sixty percent (60%) of the candidate's composite score; by taking the candidate's Assessment Center score and multiplying that score by .40 to account for forty percent (40%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) seniority points, to the composite score to compute the final score (see below).

(Passing Score on Written Examination x 60%) + (Assessment Center Score x 40%) = Composite Score

Composite Score + Seniority Points (not to exceed 10 seniority points) = Final Score *

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day that the Assessment Center exercises are completed.

(b) For promotional candidates applying for the Fire Captain classification, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .50 to account for fifty percent (50%) of the candidate's composite score; by taking the candidate's Assessment Center score and multiplying that score by .50 to account for fifty percent (50%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) seniority points, to the composite score to compute the final score (see below).

(Passing Score on Written Examination x 50%) + (Assessment Center Score x 50%) = Composite Score

Composite Score + Seniority Points (not to exceed 10 seniority points) = Final Score *

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day that the Assessment Center exercises are completed.

(c) For promotional candidates applying for the Battalion Chief classification, the final score to be placed on the eligibility list for each candidate shall be computed by taking the candidate's written score and multiplying the written score by .40 to account for forty percent (40%) of the candidate's composite score; by taking the candidate's Assessment Center score and multiplying that score by .60 to account for sixty percent (60%) of the composite score; by adding the products together to equal the composite score; and by adding any applicable seniority points, not to exceed ten (10) seniority points, to the composite score to compute the final score (see below).

(Passing Score on Written Examination x 40%) + (Assessment Center Score x 60%) = Composite Score

Composite Score + Seniority Points (not to exceed 10 seniority points) = Final Score *

* The Parties mutually agree that the Seniority Points shall be calculated at their accrued value through the day that the Assessment Center exercises are completed.

(d) The parties agree that effective October 1, 2018, each promotional eligibility list remains in existence for two (2) years after the date on which the Assessment Center is completed, unless the eligibility list is exhausted prior to the two (2) year period. At the expiration of the two-year period, the eligibility list expires and a new examination may be held. The Department head shall appoint the eligible promotional candidate having the highest final score on the eligibility list unless the Department head has a valid reason for not appointing the person as provided for under Section 143.036(f) and (g) of the Texas Local Government Code.

Section 7. Effect of an Eligibility List Created Under this Article

A promotional eligibility list in existence at the time of the effective date of this Agreement shall continue in effect until its expiration pursuant to Article 4 of the 2022-2023 Meet and Confer Agreement. Any promotional eligibility list created under this article will take effect upon the expiration of any eligibility list in existence on the effective date of this Agreement.

Section 8. Appeal

(a) Written Examination

A promotional candidate may appeal the multiple choice written examination under section 143.034 of the Texas Local Government Code. The invalidation of any question or any component of the written examination shall not invalidate the remainder of the written examination.

(b) Assessment Center

A promotional candidate may not appeal, or dispute the Assessment Center or scoring of the Assessment Center to an administrative or judicial body except for fraud committed by an assessor.

(c) Passover

The appeal provisions of Texas Local Government Code 143.036 (f) and (g) apply to a person having the highest overall score if they are not appointed by the Department head.

Section 9. Statutory Override

This article supersedes the following sections of the Local Government Code: sections 143.032(a), 143.032(b), 143.032(c), and 143.032(d) to provide for an Assessment Center process as part of the promotional selection process and posting of the Assessment Center; section 143.032(f) to provide for more flexibility for the timing of scoring; section 143.032(g) to provide for a consultant to administer an Assessment Center as part of the promotional selection process; section 143.033(a) to provide for scoring of the Assessment Center component outside the presence of the promotional candidates; section 143.033(c) to provide for an Assessment Center score as part of the promotional process so that the score is not based solely on the written examination; section 143.033(d) to provide for more time to compute and post the scores of the eligibility list; section 143.034 to provide for an Assessment Center and preclude appeal except for fraud; sections 143.036 (a), 143.036(b), and 143.036(h) to provide for the promotional process in accordance with this article; and section 143.037 to allow the information to be maintained in multiple records retained in the civil service files.

ARTICLE 6

APPOINTMENT OF PERSONNEL

The two Deputy Chief positions may be filled by appointment by the Department head pursuant to the process provided for in section 143.014 of the Texas Local Government Code.

The Fire Marshal designation shall be filled by appointment by the Department head. The Fire Marshal designation shall be appointed to an existing Captain, Lieutenant, or Battalion Chief ranked Officer, but may only be appointed to an existing Captain or Lieutenant rank if there is a Battalion Chief position which remains unfilled. The Fire Marshal shall be paid the same salary as a Battalion Chief regardless of whether the appointment is made to an existing Captain, Lieutenant, or Battalion Chief ranked firefighter. If the Fire Marshal designation is appointed to an existing Captain or Lieutenant, then the Fire Marshal shall move to the unfilled Battalion Chief rank, and an unfilled position shall occur in that Captain or Lieutenant rank, as applicable, and that unfilled Captain or Lieutenant rank shall be filled pursuant to the promotion process as outlined in this Agreement.

This article supersedes section 143.014(b) and section 143.014(c) of the Texas Local Government Code.

ARTICLE 7

DISCIPLINARY ACTION AND APPEALS

Section 1. Suspensions of Three (3) Days or Less

Appealable and Non-Appealable Suspensions

It is understood that some firefighters will make some errors during their career involving rule violations, including those who are good, professional firefighters. The Parties agree that written reprimands and short disciplinary suspensions are for the purpose of reinforcing the need for compliance with departmental standards and not necessarily as punishment.

The Parties agree that when a firefighter is suspended for 1, 2 or 3 days, the firefighter may choose one of two methods of dealing with the suspensions as listed below.

A. **Suspensions that may not be appealed.** The firefighter may forfeit vacation or holiday time equal to the length of the suspension, to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement or promotion. The forfeited vacation or holiday time will not constitute hours worked. In the event a firefighter has received a disciplinary suspension within the preceding 24-month period, the firefighter may only forfeit vacation or holiday time with the Department head's permission. The firefighter must agree that there is no right to appeal if this method of suspension is chosen and sign a waiver of appeal.

B. **Suspensions that may be appealed.** The firefighter may appeal the suspension solely to the commission. If the firefighter chooses to appeal the suspension, the hearing will be conducted as set forth in Texas Local Government Code Section 143.053.

Consideration of Suspensions of Three (3) Days or Less

The Parties agree that disciplinary suspensions of three days or less that were imposed on or after October 1, 2006, will no longer be considered for purposes of transfer or promotion after a specific period of time has passed. The specific period of time required will be equal to one year plus an additional six months for each day of suspension. This section does not apply to appealed suspensions.

After the appropriate passage of time, the Department head shall notify the commission in writing. A copy of the notification document shall be included in both the sections 143.089 (a) and (g) files, and the Department shall enter a notation in these files reflecting this. The Parties agree that the Department and the commission will not alter, destroy, conceal, or remove, any documents related to the temporary suspension, including but not limited to the letter of temporary suspension that was filed with the commission as required by Texas Local Government Code section 143.052(c), or the section 143.089 (a) or 143.089 (g) files. The original suspension paperwork shall still be subject to open records request and as evidence to negate any civil liability claim.

Section 2. Suspensions of Four (4) to Fifteen (15) Days

The Parties agree that when a firefighter is suspended for 4-15 days, the firefighter may choose one of two methods of dealing with the suspension as listed below.

A. **Suspensions that are not appealed.** The firefighter may request to use vacation or holiday time to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement, promotion, or any other purpose. The firefighter must agree that there is no right to appeal if this method of suspension is approved by the Department head.

If requested by the firefighter, the Department head may allow a firefighter to forfeit vacation or holiday time equal to the length of the suspension to serve the suspension with no loss of paid salary and no break in service for purposes of seniority, retirement or promotion. The forfeited vacation or holiday time will not constitute hours worked. Approval of use of vacation or holiday time will be noted in the suspension paperwork. The firefighter must agree that there is no right to appeal if this method of suspension is chosen and sign a waiver of appeal.

B. **Suspensions that may be appealed.** The firefighter may appeal the suspension to the commission or a Hearing Examiner as provided in Texas Local Government Code Sections 143.010 and 143.057.

Section 3. Suspensions of Sixteen (16) to Ninety (90) Days

A. **Mutually Agreed.** Either the Department head may offer to impose, or the firefighter facing discipline may propose to accept, a suspension without pay for a period from sixteen (16) to ninety (90) days. If the firefighter accepts the mutually agreed suspension, there shall be no right of appeal and the firefighter must sign a waiver of appeal. It is also understood and agreed that if the Department head permits the firefighter to forfeit vacation days for suspension, such vacation or holiday time shall be considered as equal punishment to unpaid days of suspension. In no case will sick leave be forfeited for unpaid days of suspension. The forfeited vacation or holiday time will not constitute hours worked.

B. **Non Agreed.** If the Department head imposes a suspension under this section the firefighter may appeal to the commission or to a Hearing Examiner as provided in Texas Local Government Code, sections 143.010 and 143.057.

Section 4. Alternative Discipline by the Department Head

In considering appropriate disciplinary action the Department head may require that a firefighter be evaluated by a qualified professional (within the City's Employees Assistance Program ("E.A.P.")). If that professional recommends a program of counseling and/or rehabilitation for the firefighter, the Department head may, as an alternative to demotion, or temporary or indefinite suspension, or in combination with a demotion or temporary suspension, require that the firefighter successfully complete the recommended program. The program of counseling and/or rehabilitation will be completed on the firefighter's off-duty time, unless the Department head approves the use of accrued vacation leave or sick leave. The firefighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not

covered by City's E.A.P. or the firefighter's health insurance plan. If the firefighter's misconduct involves alcohol or substance abuse-related behavior, the Department head may require that the firefighter submit to mandatory alcohol or drug testing, when ordered by the Department head, for a specified period of time not to exceed twelve (12) months.

If, after entering the program of counseling and/or rehabilitation, the firefighter fails or refuses to complete the program, the firefighter may be suspended up to and including an indefinite suspension. The firefighter has the right to appeal by filing an appeal notice in accordance with the provisions of Chapter 143. The suspension may be appealed to a Texas Local Government Code Hearing Examiner or the commission. On appeal, the commission, or 143 Hearing Examiner shall have the same duties and powers set forth in Chapter 143, but shall not have the power to substitute a program of counseling and/or rehabilitation different from the program imposed by the Department head or to substitute any period of suspension for the required program of counseling and/or rehabilitation.

Section 5. Alternative Discipline by Agreement

The Department head may offer the firefighter the opportunity to enter into an alternative disciplinary agreement under which the firefighter would accept a temporary suspension of up to ninety (90) days and if applicable, agree to successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the City's E.A.P. policy. The program of counseling and/or rehabilitation will be completed during the time off for discipline or on the firefighter's off duty time, unless the Department head approves the use of accrued vacation leave or sick leave. The firefighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation which are not covered by the City's E.A.P. program or firefighter's health insurance plan. If the firefighter's misconduct involved alcohol or substance abuse related behavior, the Department head may require that the firefighter submit to mandatory alcohol or drug testing, when ordered by the Department head, for a specified period of time not to exceed twelve (12) months. If the firefighter accepts the opportunity for agreed alternative discipline, the firefighter may not appeal any terms of the Agreement nor the disciplinary action.

If the firefighter fails to successfully complete the program of counseling and/or rehabilitation, the firefighter may be suspended up to and including an indefinite suspension without right of appeal and without right to bring any contract dispute under Article 9 regarding the Agreement or the disciplinary action, before any administrative or judicial body.

Section 6. Last Chance Agreement

In considering appropriate disciplinary action, the Department head may require that a firefighter be evaluated by a qualified professional (within the City's E.A.P). If that professional recommends a program of counseling and/or rehabilitation for the firefighter, the Department head may offer the firefighter, as an alternative to indefinite suspension, the opportunity to enter into a last chance agreement. The agreement may include the following provisions in addition to any other provisions agreed upon by the firefighter and the Department head.

A. The firefighter shall successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Department head.

B. The program of counseling and/or rehabilitation will be completed on the firefighter's off-duty time, unless the Department head approves the use of accrued vacation leave or sick leave. The firefighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation, which are not covered by the City's E.A.P. policy or the firefighter's health insurance plan.

C. The firefighter shall agree to a probationary period not to exceed one (1) year, with the additional requirement that if, during the probationary period, the firefighter commits the same or a similar act of misconduct, the firefighter will be indefinitely suspended without right of appeal.

If the firefighter's misconduct involves alcohol or substance abuse related behavior, the Department head may require that the firefighter submit to mandatory alcohol or drug testing, upon order by the Department head, for a specified period of time not to exceed one (1) year. If the firefighter accepts the opportunity for a last chance agreement, the firefighter may not appeal any terms of the agreement. If the firefighter fails to successfully complete the agreed upon program, the firefighter may be indefinitely suspended without right of appeal.

Section 7. Local Government Code Section 143.057 Hearing Examiner Retained for Suspension In Excess of 3 Days or for Indefinite Suspension

The City recognizes that during the term of this Agreement firefighters have the right to an appeal of an indefinite suspension before a Hearing Examiner as provided in section 143.057 of the Texas Local Government Code. During the term of this Agreement, the Parties specifically agree to retain this right of appeal, as modified herein, notwithstanding any change to section 143.057 which may occur as a result of court or legislative action. This section does not limit a firefighter's ability to appeal a suspension of four (4) to ninety (90) days in the event a suspension is not mutually agreed.

Section 8. Procedures for Hearings Before Civil Service Commission and Independent Hearing Examiners

It is expressly agreed that commission hearings and hearings before Hearing Examiners under Texas Local Government Code 143.057, are informal administrative hearings. Specifically it is understood that neither the Texas Rules of Evidence ("TRE") or the Texas Rules of Court ("TRC") apply to such hearings. The burden of proof shall be by a preponderance of the evidence.

Section 9. Preemption review

The provisions of this Article preempt all contrary local ordinances, executive orders, legislation, or rules adopted by the state or by a political subdivision, including a civil service commission.

It is the specific intent of the Parties to this Agreement, that any express written provision that specifically provides for a procedure, a standard, or a practice other than what is provided for in

Subchapter D of Texas Local Government Code 143, is intended to override the applicable statutory provision as allowed by Subchapter C of Texas Local Government Code chapter 142.

Section 10. Expenses

It is agreed that the City and a firefighter disciplined under this article shall share the fees and expenses equally for the hearing examiner. The expenses incurred by or for a witness are paid by the party who calls the witness. In the event a Party desires a court reporter, that Party shall bear that cost 100%. In the event the firefighter is not a member of the Association, and therefore financially responsible for his/her share of any fees; the firefighter shall deposit with the director his/her anticipated share of the fees and expenses (the amount deposited shall equal the fees and expenses for one full day) three (3) days prior to the hearing examiner's deadline to cancel. Failure to deposit the funds timely shall result in the appeal being dropped and acceptance of the discipline imposed.

In the event the fees and expenses for a hearing exceed the deposited amount, the non-association member shall pay the remaining amount due within thirty (30) days of receipt of the bill or authorize, in writing, the City to deduct the amount due from his/her next four (4) paychecks.

ARTICLE 8

BASE SALARY STEP PAY AND OTHER PAY

Section 1. Base Salary and Step Pay Qualifications

It is the goal of this Agreement to maintain the base salary for all firefighters subject to this Agreement at the average salary of the City's peer cities plus 4%.

During the term of this Agreement, the base salary for all firefighter ranks will increase to the average of the City's peer cities plus an additional 4% increase. If during the term of this Agreement, a firefighter rank is already at the average of the City's peer cities, plus the additional 4%, then that firefighter rank will only receive a 2% cost of living adjustment.

The "average of the City's peer cities" shall be the average of the actual salary of firefighter ranks from each of the City's comparative cities as determined by the City Council. At present, those City Council selected comparative cities (the "City's peer cities") are: Carrolton, Denton, Grand Prairie, Killeen, Lubbock, Midland, Odessa, San Angelo, Waco and Wichita Falls.

For peer cities that do not have a comparable firefighter rank, the "average of the actual salary of the firefighter rank" will be determined as the midpoint between the rank above and the rank below where the absent rank would otherwise fall. *For example, if San Angelo does not have the rank Lieutenant, then the salary for Lieutenant for San Angelo would be the midpoint between the salary of a firefighter and the salary of a Captain. If the salary of a firefighter is $50,000, and the salary of a Captain is $90,000, then the salary for the Lieutenant rank for San Angelo would be $$70,000.*

The actual salary of firefighter ranks from each of the City's comparative cities shall be fixed as of March 31st of each calendar year. During the month of April of each year, the City Manager, City Finance Director and the Association's President or his/her Designee, shall review the actual salary of firefighter ranks from each of the City's comparative cities, and shall, in good faith, determine the average of the City's peer cities for purposes of this Agreement. In the event that the City Manager, City Finance Director, and the Associations' President or his/her Designee cannot agree, in good faith, on the average of the City's peer cities for a firefighter rank or ranks, this Agreement may be reopened for the limited purpose of negotiating the average of the City's peer cities for the disputed firefighter rank or ranks only.

Section 2. Longevity Pay

Parties agree that effective October 1, 2018 a firefighter will receive $4 per month per year of service for one (1) through nine (9) years of service. Beginning in service year ten (10), a firefighter will receive $8 per month per year of service through thirty (30) years of service. Longevity pay will maximize at $240 per month ($2,880 per year) for service year 30 and beyond. The longevity pay schedule is reflected in Appendix D of this Agreement.

Section 3. Texas Commission on Fire Protection Certification Pay

Parties agree that effective October 1, 2018 firefighters who hold certifications from the Texas Commission on Fire Protection will receive monthly certification pay as follows:

Intermediate Officer	$75
Advanced Officer	$155
Master Officer	$275

Certification pay is level specific and does not accumulate.

Section 4. Other Certification Pay

The parties agree that effective October 1, 2018, firefighters who hold five (5) or more special duty certifications that are on the approved list of certifications maintained by Fire Administration will receive $100 per month for the special duty certifications. A firefighter must have at least five (5) approved certifications in order to receive the certification pay. Further, except as provided below, the certification pay is limited to $100 per month regardless of the number of certifications in excess of five (5) held. The firefighter is responsible for obtaining any required periodic recertifications. Additionally, effective October 1, 2021, if a firefighter receives a TCFP Driver/Operator certification, then the firefighter will receive $20 per month as special duty certification pay. Except for Fire Officers, the TCFP Driver/Operator certification may be used for this standalone special duty certification pay, or as one of the five approved certifications as provided in the paragraph above, but not both. Fire Officers are not eligible for this TCFP Driver/Operator certification special duty pay, but may use the TCFP Driver/Operator certification as one of the five approved certifications as provided in the paragraph above.

Additionally, effective October 1, 2019, the apparatus driver for each regularly scheduled shift will receive special duty pay of $15 per shift. In order to qualify for this stipend, the firefighter must: (1) possess the TCFP Driver/Operator certification, and (2) actually drive the apparatus pumper or ladder during their shift. Only one driver per apparatus per shift will be paid this special duty pay. Additionally, effective October 1, 2019, Paramedic certification pay shall be $225.00 per month, and effective October 1, 2021, Paramedic certification pay shall be $250.00 per month

Section 5. Exemption for Deputy Fire Chief Classification

The increases outlined in Section 1 do not apply to the classification of Deputy Fire Chief. Base salary and step pay for the classification of Deputy Fire Chief will be determined by the City and will apply across the board to the rank of Deputy Fire Chief.

Section 6. Temporary Duties in Higher Classification

Out of classification pay will be paid at the hourly rate based upon the base salary of the higher classification plus EMT-Intermediate/Paramedic step pay for which the person is qualified, and no other step pay of the higher classification shall apply.

Section 7. Statutory Override

This article supersedes Texas Local Government Code: sections 141.033(a) and 143.041(b) as this article establishes more than one base salary in each classification; section 143.038(b) to pay out of classification pay at the hourly rate based upon the base salary of the higher classification plus EMT-Intermediate/Paramedic pay for which the person is qualified and excludes any other step pay of the higher classification; and sections 143.041(c) and 143.044 as this article established step pay qualifications within each classification and will be paid only according to those qualifications within each classification.

ARTICLE 9

CONTRACT INTERPRETATION DISPUTE RESOLUTION PROCEDURE

Scope of Procedure. The City and Association recognize that from time to time disagreements between the Parties may arise as to the application or interpretation of this Agreement. The Parties therefore agree that the purpose of this dispute resolution procedure is to provide a just and equitable method for resolving disagreements between the Parties regarding the application or interpretation of the provisions of this Agreement. Matters involving the interpretation, application, or alleged violations of a specific provision of this Meet and Confer Agreement shall be subject to this dispute resolution procedure. The Parties agree the provisions of this article do not apply to disciplinary actions.

Application of Procedure. If either the City or the Association has a dispute with the other Party regarding this Agreement, that Party should reduce the dispute to writing and deliver it to the other's designated representative, who for the Association shall be its President and for the City shall be its Department Head or City Manager. A firefighter may not file a request for contract dispute resolution directly with the City; all resolution requests must be approved and come from the Association.

Each matter shall state the factual basis for the dispute, identify the applicable sections of this Agreement and identify the specific remedy sought. Any claim or dispute by an employee or group of employees under this Agreement, which includes a claim for pay or benefits for any past pay periods, must be filed by the employee with the Association within ten (10) working days of the date when the employee knew or reasonably should have known of the claim. The Department Head may require by policy for submission of contract disputes within the Chain of command, but shall have a duty to determine the matter within thirty (30) days of its receipt from the Association.

If the Association does not accept the decision by the Department Head, it shall have five (5) days to notify the Department Head. The Parties shall then again attempt to resolve the matter. It is intended that during this resolution process that the labor/management group that assisted in the formation of the Agreement will provide input to their respective sides as to what was intended. If the representatives have not been successful in resolving the issue within ten (10) days from the Association's notification, the matter shall proceed to mediation or arbitration.

Mediation. If the dispute is not resolved after thirty (30) days from the Association's notification, either Party shall have the right to seek mediation of the dispute by requesting mediation in writing within ten (10) days. The mediation will proceed before a mutually agreed mediator. If a mediator is not mutually agreed upon, or if mediation is not successful, either party may elect to proceed with arbitration within ten (10) days after mediation if it is not successful. In the event the Parties resolve the dispute as a result of mediation, the mediated resolution will be in writing and will be final and binding.

Arbitration. The Parties agree the director will contact the American Arbitration Association to obtain a panel of qualified arbitrators from which to select an arbitrator.

The arbitration shall be held at the earliest available date. The hearing shall be held at a location which is convenient for all Parties and the arbitration shall be conducted informally, without strict evidentiary or procedural rules. The arbitrator shall consider and decide only the issue(s) in the dispute statement or as submitted in writing by agreement of the Parties. The hearing shall be concluded as expeditiously as possible. The arbitrator shall attempt to render a bench ruling, but in the event is unable to do so, the arbitrator shall render a written decision upon the matter within thirty (30) days after the close of the hearing.

Decision Final and Binding. The Parties specifically agree that the arbitrator's authority shall be strictly limited to interpreting and applying the explicit provisions of this Agreement. The arbitrator shall not have authority to modify the agreement or create additional provisions not included in the Agreement. The Parties agree that neither the City nor the Association shall have *ex parte* communications with the arbitrator concerning any matter involved in the grievance submitted to the arbitrator.

The written decision of the arbitrator shall be final and binding on both Parties and may not be appealed by either Party, except for any decision procured by fraud or collusion or which exceeds the arbitrator's jurisdiction, or which is based on legal conclusions or interpretations which are clearly contrary to existing law.

Expenses. Each Party shall be responsible for its own expenses in preparing for and representing itself at arbitration including witness fees, but the fees and expenses of the arbitrator shall be borne equally by the Parties. In the event a Party desires a court reporter, that Party shall bear that cost 100%.

Non-Association Members and Expenses. Dispute Resolution Requests of Non-Association members must follow the same procedure outlined by this article and in accordance with the law will be pursued by the Association, if accepted, until final resolution is reached.

However, should the request of a Non-Association member require that Association resources be used, the Non-Association member will be required to pay 100% of all expenses incurred while pursuing final disposition.

The Non-Association member shall deposit with the director his/her anticipated share of the fee (the amount deposited shall equal the fee for one full day) twenty (20) business days or such shorter period to avoid additional cancellation fees, prior to hearing date. Failure to deposit the funds shall result in the appeal being dropped.

In the event the fee for a hearing exceeds the deposited amount, the Non-Association member shall pay the remaining amount due within thirty (30) days of receipt of the bill or authorize in writing the City to deduct the amount due from his/her next four (4) paychecks.

ARTICLE 10

CIVIL SERVICE COMMISSION

Section 1. Commission

It is the desire of the City and the Association to include the Association's suggestions for members of the commission. As part of the process to appoint commissioners under section 143.006 of the Texas Local Government Code, upon the commencement of the term of this Agreement, the Association will maintain a list of three (3) names of eligible candidates with the City's Civil Service Director to serve as potential members of the commission in the event a vacancy arises for an appointment or reappointment of the commission during the term of this Agreement.

At the first meeting of the commission of the calendar year, the commission shall elect a chairperson and a vice-chairperson.

Section 2. Statutory Override

This Article supersedes section 143.006(e) Texas Local Government Code to allow for the election of a chairperson and vice-chairperson outside the month of January.

ARTICLE 11

WELLNESS

It is the desire of the City and the Association to maintain the highest standards of health in the Fire Department. Toward that goal, an annual physical examination will be conducted for each firefighter at no cost to the firefighter. It is also the desire of both parties to improve the physical well being of Department employees and that any program development take into consideration the IAFC/IAFF Wellness/Fitness initiative.

ARTICLE 12

MISCELLANEOUS PROVISIONS

Section 1. Funding Obligation

(a) The City presently intends to continue this Agreement each fiscal year through its term, to pay all amounts due, and to fully and promptly perform the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues or any other funds lawfully available for those obligations, including tax revenues reasonably anticipated at equal or higher total gross amounts as were collected in fiscal year 2016, and appropriated for such purpose by the City Council in compliance with the Texas Constitution, Article 11, Sections 5 and 7.

(b) In the event the City cannot meet its funding obligations after exhausting all reasonably available recurring revenue as provided in the State Constitution, this Agreement shall terminate and shall be null and void in its entirety on the first date that such funding is not met pursuant to this Agreement. If at any time during the term of this Agreement, or any extension thereof, the electorate of the City subjects the government of the City to a rollback election; and, as a result of such rollback election, the City suffers a reduction in revenues due to a reduction in the tax rate, the Association agrees to reopen the salary and other compensation provisions of this Agreement for the purpose of renegotiating the same. If sixty (60) days after these negotiations begin, no agreement has been reached, this Agreement shall terminate and be null and void in its entirety.

Section 2. No Petition

The Parties agree to the salary provided for in Article 7 and override section 141.034 of the Texas Local Government Code to preclude a petition to increase salaries during the term of this Agreement. The Association further agrees it will not support or seek any proposed Charter amendment or initiative election that would provide for any increase in wages, salary, pay, or benefits during the term of this Agreement.

Section 3. Minimum Staffing

(a) The parties agree that, excluding the Battalion Chief, Southside Command and Medic-One positions, forty-eight (48) "at work and available" personnel will be considered minimum staffing for each shift of the Abilene Fire Department (AFD). This staffing level provides twelve (12) frontline pieces of equipment with four (4) personnel. "At work and available" is defined as possessing Personal Protective Equipment (PPE) and having an apparatus available on which to respond to calls for service. Minimum staffing will be maintained with the exception of brief time periods for staffing transitions (i.e. training, meetings, callback of over-timers, etc.). During these time periods, apparatus deemed to be "out of service" shall not be subject to the minimum staffing requirements. These time periods will not exceed four (5) hours in length. Apparatus will never be staffed with less than three (3) personnel.

(b) The parties agree that if additional frontline equipment pieces are added or deleted from the base number of twelve (12), then four (4) personnel per piece of equipment will be added or deleted from the base number of forty-eight (48). This does not apply to apparatus recalled due to large incidents or mutual aid. Every effort shall be made to staff apparatus with four personnel at all times.

(c) Frontline equipment is defined as either a ladder truck or engine pumper.

Section 4. Sick Leave Buy-back

The parties agree, beginning October 1, 2021, firefighters may request buy-back of up to 28 hours of sick leave accrued above 1080 hours of sick leave. Beginning October 1, 2022, firefighters may request buy-back of up to 56 hours of sick leave accrued above 1080 hours of sick leave. *For example, if an eligible firefighter has 1099 hours of sick leave accrued on October 1, 2021, that firefighter may request a buy-back of up to 19 hours of sick leave.* Sick leave buy-back will paid at the firefighter's then hourly wage.

ARTICLE 13

REOPENER PROVISIONS

Section 1. EMS Reopener

The Parties agree to reopen the provisions of this Agreement for the purpose of renegotiating the same in the event the City Council takes formal action establishing the Department as the provider for emergency medical transport services and the City no longer contracts with a third party vendor for emergency medical transport services. If the Parties fail to reach an agreement within 90 days of the date negotiations begin or by the last day of any mutually agreed extension period(s) then this Agreement shall terminate and be null and void except any hiring or promotional eligibility list in effect at that time under Article 3 and Article 4 of this Agreement shall continue to be valid until the expiration of each respective list as outlined in Article 3 and Article 4.

Section 2. Airport Reopener

The Parties agree to reopen the provisions of this Agreement for the purpose of renegotiating the same in the event the City Manager takes formal action to transfer Airport Fire Operations to the Abilene Fire Department. If the Parties fail to reach an agreement within 90 days of the date negotiations begin or by the last day of any mutually agreed extension period(s) then this Agreement shall terminate and be null and void except any hiring or promotional eligibility list in effect at that time under Article 3 and Article 4 of this Agreement shall continue to be valid until the expiration of each respective list as outlined in Article 3 and Article 4.

ARTICLE 14

ASSOCIATION BUSINESS LEAVE

Section 1. Creation of Association Business Leave. Authorized Association Representatives shall be permitted to have paid time off, designated as Association Business Leave (ABL), to conduct Association business under the conditions specified in this Article.

Section 2. Permitted Uses of ABL. ABL may be used for activities that directly support the mission of the Department or the Association, or are deemed mutually beneficial to both the Department and Association, but do not otherwise violate the specific terms of this article. It is specifically understood and agreed that no paid time off shall be utilized for political lobbying at the local, state, or national level.

Section 3. Written Request Required

(a) All requests for ABL must be made in writing by the Association President and submitted to the Department head at least five (5) calendar days in advance of the date of the requested leave. To be considered timely, the request must be received in person, by fax, or by electronic mail by noon of the day notice is due. The Department head, in his/her discretion, may approve a late request for leave if he/she determines that circumstances warrant approval and it does not disrupt operations of the Department. All requests are subject to approval of the Department head who will designate the number of days' leave granted.

(b) Administrative procedures and details regarding the implementation of this Article shall be specified in Departmental policy.

Section 4. Establishment of Association Business Leave Balance

It is the desire of both Parties to sustain a reasonable balance in the Association Business Leave pool. To facilitate this goal, a firefighter who has in excess of 1080 hours of accrued sick leave (shift personnel) or 720 hours of accrued sick leave (staff personnel) may make an annual donation of up to 24 hours of sick leave (shift) or 20 hours of sick leave (staff) toward the ABL balance. A firefighter who does not have the previously stated threshold balances of accrued sick leave may make an annual donation of up to 12 hours of vacation or holiday leave (shift) or 10 hours of vacation or holiday leave (staff) toward the ABL balance. This annual donation must be submitted on forms developed for this purpose to Human Resources no later than October 21 of each year. To further sustain the fund, at retirement a firefighter who has in excess of 1080 hours of accrued sick leave (shift personnel) or 720 hours of accrued sick leave (staff personnel) may make a one-time donation of up to 96 hours of sick leave (shift) or 80 hours of sick leave (staff). Both Parties agree that the usage of Association Business Leave by Association members will be capped at one thousand (1,000) hours per year.

ARTICLE 15

TERM OF AGREEMENT

Section 1. Term

This Agreement shall have an effective date of October 1, 2023, and shall remain in full force and effect through September 30, 2025, and extended thereafter until superseded by a new agreement or until April 1, 2026, whichever occurs first.

Section 2. Notice of Intent to Negotiate

Association shall provide to City notice of intent to negotiate, pursuant to Section 2 of this Article, no later than May 15 of each year of the Agreement.

ARTICLE 16

SAVINGS CLAUSE AND PREEMPTION PROVISION

Section 1.

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the Parties shall meet as soon as possible to agree on a substitute provision. However, if the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Meet and Confer negotiations are resumed. To this end, the provisions of this Agreement are severable. This Agreement may be amended by written mutual agreement.

Section 2.

The provisions of this Agreement shall supercede the provisions of any statute, Executive Order, local ordinance, or rule, which are in conflict herewith, including for example and not by way of limitation, the contrary provisions of Chapter 143; Ordinances of the City of Abilene, Texas; and Rules and Regulations of the Firefighter's Civil Service Commission for the City of Abilene, Texas. This preemption provision is authorized by section 142.117 of the Texas Local Government Code, and the Parties have expressly agreed that each and every provision involving or creating such a conflict shall have the effect of superceding the statutory standard or result which would otherwise obtain, in the absence of this Agreement.

SIGNATURE & EXECUTION PAGE

THE FOREGOING INSTRUMENT AS BEEN DULY NEGOTIATED, REVIEWED, AND AGREED TO BY EACH OF THE SIGNATORIES INDICATED BELOW:

THE CITY OF ABILENE, TEXAS
(Approved by Abilene City Council on the _____ day of _____, 2023)

By: _____ Dated: _____
ROBERT HANNA
CITY MANAGER

ATTEST:

_____
SHAWNA ATKINSON
CITY SECRETARY

APPROVED: APPROVED AS TO FORM:

_____ _____
CANDE FLORES, FIRE CHIEF STANLEY SMITH, CITY ATTORNEY

THE ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, IAFF, LOCAL #1044
(Ratified by APFFA Membership on the _____ day of _____, 2023).

By: _____ Date: _____
JARROD CROCKETT
PRESIDENT, APFFA - IAFF LOCAL #1044

By: _____ Dated: _____
COLTON BLACK
VICE-PRESIDENT, APFFA – IAFF LOCAL #1044

APPENDIX A

ABILENE FIRE DEPARTMENT AMENDMENT TO THE CIVIL SERVICE PROMOTION SYSTEM FOR PROMOTION TO ALL RANKS

I. Promotional Examination Notification

(a) The director shall publicize each vacancy and shall complete promotional examinations to fill the vacancies within ninety (90) days after the date the vacancy occurs or a new position is created if no eligibility list exists. If an eligibility list exists on the date a vacancy occurs, the vacancy shall be filled from the eligibility list within sixty (60) days after the date the vacancy occurs.

(b) No later than ninety (90) days prior to the date a promotional examination is to be held the commission shall post a notice which lists the sources from which the examination questions will be taken. The notice shall include the name of each source to be used for the examination and the chapters used from each source. The official notice will be posted in the hallway of City Hall continuously, but may be revised from time to time to include new sources and/or delete sources that are out-of-date. Changes shall be posted at least ninety (90) days prior to the examination date. Efforts will be made to post the notices at each fire station.

(c) Thirty (30) days prior to the date a promotional examination is held, the commission shall post a notice of the examination in plain view in the hallway of City Hall and at each fire station for a minimum of five (5) days. The notice must state the position to be filled for which the examination is being held, the date, time and place of the examination.

(d) A Firefighter may take a promotional examination for the first tested position if he/she has served in the Department for four continuous years from the time of their hire date. Those who hold the rank of Firefighter will be eligible for promotion to the first tested position of the Department once the person has served in the Department for six continuous years. For promotions beyond the first tested position, the candidate must have held the previous rank for a minimum of two years to be eligible for testing and promotion to the next rank.

II. Promotional Examination Procedure

The Promotional Examination Procedure will consist of two parts.

(a) A written examination, as defined in Article 4 of the Agreement, consisting of one-hundred (100) multiple choice questions; and upon passing the written examination part of the promotional examination procedure,

(b) Participation in an Assessment Center.

III. Promotional Written Examination Criteria

All promotional candidates shall be given a written examination in accordance with the requirements of this Amendment and Article 4 of the agreement.

The City will contract with a consultant for preparation of the written examination. The consultant will develop the written examination from sources determined by the Department and the prerequisites of this Amendment.

The written examination shall be prepared so as to test the knowledge of the eligible promotional candidates concerning information and facts, or the application of information and facts, based upon material drawn from the sources listed on the Notice of Source Materials for the Written Examination posted by the commission no later than ninety (90) days prior to the examination.

The specific titles of the source materials will be selected and announced in accordance with the ninety (90) day notice. The written examination Source Material shall be of reasonably current and revised publication. It is the responsibility of the candidate to obtain the source materials for the written exam.

All eligible promotional candidates shall be given the written examination in the presence of each other. An exception will be made for a qualified promotional candidate who is serving on active military duty outside of this state or in a location that is not within reasonable geographic proximity to the location where the test is being administered. In this case, the provisions of the Texas Local Government Code §143.032 (b) will be followed and the commission may adopt rules providing for the efficient administration of promotional examinations to eligible promotional candidates who are members of the armed forces serving on active military duty. If the promotional candidate will continue to be on active military duty on the date(s) of the scheduled Assessment Center, the candidate will not be required to participate in the Assessment Center and the written examination score shall account for one-hundred percent (100%) of all promotional candidates' examination scores.

All of the questions asked in the written examination shall be prepared and composed in such a manner that the scoring of examination papers can be promptly completed immediately following the examination. The written examination questions shall be based upon the duty requirements for the position being tested.

Each written examination shall be scored with a mechanical or electronic scoring system immediately upon a candidates' completion of the examination. The scoring may be completed by hand if the mechanical or electronic scoring system fails or malfunctions.

The scoring of each written examination shall be completed at the examination site and in the presence of the candidate who requests it.

The score of seventy percent (70%) on the written examination shall be considered passing. Those who do not pass the written examination shall be eliminated from further consideration.

Candidates possessing the top scores from the written examination shall participate in the Assessment Center based upon the following formula:

(a) For the position of Fire Lieutenant: Four (4) candidates for each anticipated position, as determined by the Department head, but not less than twelve (12) shall attend the Assessment Center. In the event that less than twelve (12) persons pass the written examination, only the passing number of candidates will participate in the Assessment Center.

(b) For the positions of Fire Captain and Fire Battalion Chief: Four (4) candidates for each anticipated position, as determined by the Department head, but not less than eight (8) shall attend the Assessment Center. In the event that less than eight (8) persons pass the written examination, only the passing number of candidates will participate in the Assessment Center.

TIE BREAKER - When two (2) or more candidates have the equal scores on the written examination for the last position and, as a result, a tie exists on the list to attend the Assessment Center, all of the candidates tied for last position will attend the Assessment Center.

IV. Promotional Examination Assessment Center Criteria

The Assessment Center shall be administered by a consultant independent of the Department and the City.

The City will contract with the consultant to design and administer an Assessment Center promotional process for the Department according to the prerequisites of this Amendment. The consultant is responsible for the preparation and security of each promotional Assessment Center.

The consultant of the Assessment Center shall be an individual or company with proven expertise in the field of administering the entire Assessment Center process. The consultant will be mutually agreed upon by the Department head and director.

The consultant will develop not less than three exercises for the Assessment Center that test the candidate's possession of the seven dimensions listed below and must include at least one Fire Ground Tactical Scenario:

1. **Problem Solving/Decision Making**

2. **Planning and Organization**

3. **Oral Communication**

4. **Leadership/Supervision**

5. **Adaptability**

6. **Interpersonal Skills**

7. **Written Communication Skills**

It is understood that not all dimensions listed above may be tested in an exercise.

The consultant will make available at least two (2) separate orientation sessions covering the same material to explain the Assessment Center Process, not less than seven (7) days prior to the first day that the Assessment Center is convened. Any candidate who took the test will be invited and encouraged to attend. The orientations will provide information, examples, and explanations on all aspects of the Assessment Center Process.

The consultant will select as many assessors as it requires within the following guidelines. In this section, Fire Officer shall refer to any firefighter holding the rank of Fire Lieutenant or higher.

(a) Assessors selected must have a well-established background in the following areas: Personnel Administration; Behavioral Science; Fire Administration and Operations; and Fire Ground Command and Tactics.

(b) There must be at least two (2) certified Fire Officer Assessors for every one (1) civilian Assessor appointed by the consultant.

(c) All certified Fire Officer members of the Assessor board shall be of any rank equal to or higher than the position sought.

(d) Certified Fire Officer Assessors must come from a department having a population jurisdiction of not less than fifty-thousand (50,000).

(e) Prior to the commencement of the Assessment Center, each Assessor will certify by a signed and witnessed affidavit that he or she has not talked to or corresponded with ANY PERSON about any candidate's abilities, personality, or qualifications for promotion.

V. Tabulation of Final Scores

(a) Written Examination: The written score of a promotional candidate will comprise the percentage of the composite score as indicated below by rank:

1. Lieutenant – sixty percent (60%)
2. Captain – fifty percent (50%)

3. Battalion Chief – forty percent (40%)

(b) Assessment Center: The assessment center score of a promotional candidate will comprise the percentage of the composite score as indicated below by rank:

1. Lieutenant – forty percent (40%)
2. Captain – fifty percent (50%)
3. Battalion Chief – sixty percent (60%)

(c) Seniority Points: Applicable seniority points (not to exceed 10 seniority points) will be added to the composite score of the written examination and assessment center to compute the final score. (See below for rank specific examples)

1. Lieutenant
(Passing score on Written Examination x 60%) + (Assessment Center Score x 40%) = Composite Score
Composite Score + Seniority Points (not to exceed 10 seniority points) = Final Score

2.Captain
(Passing score on Written Examination x 50%) + (Assessment Center Score x 50%) = Composite Score
Composite Score + Seniority Points (not to exceed 10 seniority points) = Final Score

3.BattalionChief
(Passing score on Written Examination x 40%) + (Assessment Center Score x 60%) = Composite Score
Composite Score + Seniority Points (not to exceed 10 seniority points) = Final Score

(d) When two or more candidates have the same final score, Section 33 (b) of the local rules will prevail.

Candidates shall be placed on an eligibility list according to their final score, highest to lowest. The list will be presented to the Department head as soon as possible after tabulation. The eligibility list will be effective for two years after the date on which the Assessment Center is completed unless the eligibility list is exhausted.

The multiple choice written examination portion of the promotional process remains subject to appeals as set forth in Section 34 of the commission's Local Rules and Regulations. A promotional candidate may not appeal, or dispute, the Assessment Center or scoring of the Assessment Center to an administrative or judicial body except for fraud committed by an assessor. The invalidation of any question or any component of the written examination shall not invalidate the remainder of the written examination.

The Department head shall retain discretion for promotions as set forth in Chapter 143 of the Texas Local Government Code.

APPENDIX B

FORMS: CONTRACT DISPUTE RESOLUTION

(forms follow next four pages)

Case No. _____

CITY OF ABILENE
FIRE DEPARTMENT CONTRACT DISPUTE RESOLUTION FORM
FIREFIGHTER'S STATEMENT

Name	Address	City/State	Phone

Shift/Station	Title/Rank	Phone

Statement

Briefly Describe the Issue. Include the Section or Article of the Contract in question. Use additional page if necessary.

_____

_____

_____

_____

_____

_____

REMEDY OR ADJUSTMENT SOUGHT: Use additional page if necessary.

_____

_____

_____

_____

_____

_____

_____ _____
Firefighter Date

Deliver to: Association
Received by Association: Signature and Date_____

Case No. _____

CITY OF ABILENE
FIRE DEPARTMENT CONTRACT DISPUTE RESOLUTION FORM
ASSOCIATION COMMITTEE FINDINGS AND RECOMMENDATION

Committee Members Refer to case number for employee's statement of facts.

_____
Name

_____
Name

_____
Name

_____
Name

Association Committee Statement

The Association Committee met and reviewed the above referenced contract dispute request and reached the following conclusion(s) on the subject.

_____

_____

_____

_____

_____

_____

ASSOCIATION COMMITTEE RECOMMENDATION

Solve Internally _____ **Reject _____** **Forward_____**

_____ _____
Committee Representative Date

_____ _____
Association Officer Date

Date forwarded to administration (if applicable) _____

Case No. _____

CITY OF ABILENE
CONTRACT DISPUTE RESOLUTION
FIRE DEPARTMENT

CITY'S RESPONSE

_____
_____
_____
_____
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_____
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CITY RECOMMENDATION

Leave as is:

_____
_____
_____

Solve by the following action:

_____
_____
_____

_____

City Representative_____ Date _____

Case No. _____

CITY OF ABILENE
CONTRACT DISPUTE RESOLUTION
FIRE DEPARTMENT

ADDITIONAL INFORMATION/SUPPLEMENT SHEET

_____
_____
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Employee's Signature_____ Date _____

Association Committee Representative Signature_____ Date_____

APPENDIX C

FIRE LONGEVITY PAY
Effective October 1, 2018

# of Years	(Maximum $240/month at 30 Years)			
	Longevity $ / Year	# Years Tenure	$ / Month	$ / Year
1	$4	1	$4	$48
2	$4	2	$8	$96
3	$4	3	$12	$144
4	$4	4	$16	$192
5	$4	5	$20	$240
6	$4	6	$24	$288
7	$4	7	$28	$336
8	$4	8	$32	$384
9	$4	9	$36	$432
10	$8	10	$80	$960
11	$8	11	$88	$1,056
12	$8	12	$96	$1,152
13	$8	13	$104	$1,248
14	$8	14	$112	$1,344
15	$8	15	$120	$1,440
16	$8	16	$128	$1,536
17	$8	17	$136	$1,632
18	$8	18	$144	$1,728
19	$8	19	$152	$1,824
20	$8	20	$160	$1,920
21	$8	21	$168	$2,016
22	$8	22	$176	$2,112
23	$8	23	$184	$2,208
24	$8	24	$192	$2,304
25	$8	25	$200	$2,400
26	$8	26	$208	$2,496
27	$8	27	$216	$2,592
28	$8	28	$224	$2,688
29	$8	29	$232	$2,784
30	$8	30	$240	$2,880
>30	$8	30	$240	$2,880

SIGNATURE & EXECUTION PAGE

THE FOREGOING INSTRUMENT AS BEEN DULY NEGOTIATED, REVIEWED, AND AGREED TO BY EACH OF THE SIGNATORIES INDICATED BELOW:

THE CITY OF ABILENE, TEXAS
(Approved by Abilene City Council on the _____ day of _____, 2023)

By: _____ Dated: _____
ROBERT HANNA
CITY MANAGER

ATTEST:

_____
SHAWNA ATKINSON
CITY SECRETARY

APPROVED:

_____
CANDE FLORES, FIRE CHIEF

APPROVED AS TO FORM:

_____
STANLEY SMITH, CITY ATTORNEY

THE ABILENE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, IAFF, LOCAL #1044
(Ratified by APFFA Membership on the 25th day of July, 2023).

By: Jarrod Crockett Date: 8-1-2023
JARROD CROCKETT
PRESIDENT, APFFA - IAFF LOCAL #1044

By: _____ Dated: 08-01-2023
COLTON BLACK
VICE-PRESIDENT, APFFA – IAFF LOCAL #1044

IAFF Meet & Confer Agreement

August 2023

CITY OF ABILENE TEXAS

MEET AND CONFER PROCESS

- Texas Local Government Code – Section 142 allows for cities to meet and confer between police and/or fire associations
- In 2006, the Abilene City Council voted to approve entering into Meet and Confer negotiations with the Abilene Police Officers Association and the Abilene Firefighters Association.
- The current Meet and Confer Agreement between the City of Abilene and the Abilene Firefighters Association will expire on September 30, 2023.

CITY OF ABILENE TEXAS

NEGOTIATIONS

- Five public meetings held to discuss current proposed Fire agreement
  - May 5, 2023
  - May 22, 2023
  - June 12, 2023
  - June 29, 2023
  - July 11, 2023
- A final draft of the proposed agreement was completed after the meeting on July 11, 2023.

CITY OF ABILENE TEXAS

RATIFICATION

- A majority of the Abilene Firefighters Association membership voted to ratify the proposed agreement
- City Council will vote to ratify the proposed agreement during a public meeting
- Following ratification by both parties, the agreement will be signed and takes effect on October 1, 2023.

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

FROM: **Annette Lerma, Director**

SUBJECT: **10. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending the City Code by Adding Chapter 13, Health & Sanitation, Article VI. "Public Swimming Pools and Spas"** ***(Annette Lerma)***

GENERAL INFORMATION

When Planning updated their codes in January 2023, the TAC giving public health the authority to regulate public swimming pools, spas and interactive water features was inadvertently left out. This is adding the adoption of 25 TAC 265 Subchapters L & M so environmental health inspectors can resume regulation of all public water features.

SPECIAL CONSIDERATIONS

n/a

FUNDING/FISCAL IMPACT

Proposed fee for FY24 is $200 per pool/spa/water feature annually

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

n/a

ATTACHMENTS:

1. 2023 Pool Enacting Ordinance_8.24.23
2. Chapter 13 Health and Sanitation
3. City Council Presentation_Public Pool Ordinance_8.10.23

ORDINANCE NO. _____

AN ORDINANCE ADDING CHAPTER 13, "HEALTH AND SANITATION," ARTICLE VI., "PUBLIC SWIMMING POOLS AND SPAS," OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, the Swimming Pool and Spa Code division of the City of Abilene construction codes has been amended to adopt the International Swimming Pool and Spa Code; and,

WHEREAS, the adopted International Swimming Pool and Spa Code does not regulate the sanitation, operation, management, water quality and other safety standards that may be enforceable by the Environmental Health Division of the Health Department; and,

WHEREAS, for the health and safety of the public, it is necessary to immediately adopt the Texas Administrative Code standards as the City of Abilene Public Swimming Pools and Spas Standards within Chapter 13 Health and Sanitation; and,

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

PART 1: That Chapter 13, Article VI, "Public Swimming Pools and Spas," Sections 13-80 through 13-86 of the Abilene Municipal Code be added as set out in Exhibit "A", attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

PART 3: That any persons, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

APPROVED ON FIRST READING the 10th day of August, 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 20th day of August, 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 24th day of August, 2023, to permit the public to be heard.

APPROVED AND PASSED ON FINAL READING this 24th day of August, 2023.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

EXHIBIT A

Chapter 13 Health and Sanitation

Article VI. Public Swimming Pools and Spas

Section 13-80. Purpose and scope.

The purpose of this article is to provide standards for the operation, management, water quality and safety standards of public pools, spas and interactive water features and fountains within the City of Abilene. The City of Abilene Public Health Department, Environmental Health Division shall have the enforcement responsibility of this article and may be referenced throughout this article as the "health department."

Section 13-81. Design and construction of swimming pools.

The design and construction of swimming pools and spas is governed by section 8-620 of this code of ordinances.

Section 13-82. Operation, management, water quality and safety standards unrelated to design and construction, signage and enclosures.

Title 25, Chapter 265, Subchapter L of the Texas Administrative Code, "Standards for Public Pools and Spas," as amended, and Title 25, Chapter 265, Subchapter M of the Texas Administrative Code, "Public Interactive Water Features and Fountains," as amended, are hereby adopted by reference as the "City of Abilene Public Swimming Pools and Spas Standards." The City of Abilene Public Swimming Pools and Spas Standards establish minimum sanitation standards for the operation, management, water quality and safety standards of public pools, spas and interactive water features within the city of Abilene.

Section 13-83. Permit required.

A person may not operate a public swimming pool, spa or interactive water feature without a current permit issued by the City of Abilene Public Health Department, Environmental Services Division.

(a) Each year before the expiration date of a current permit or before the seasonal opening of a swimming pool, spa, or interactive water feature, the owner or operator shall apply for a permit, pay the permit fee and contact the health department to schedule an inspection.
(b) The city may issue a permit after receipt of the permit fee and completion of an inspection.
(c) The fee for a swimming pool, spa or interactive water feature permit shall be determined from time to time and placed on file in the office of the City Secretary.
(d) A permit shall expire one year from the date of issuance, or upon the seasonal closure of swimming pool, spa or interactive water feature, whichever occurs earlier.
(e) A valid permit must be posted at every establishment or facility regulated by this article.

Section 13-84. Suspension or revocation of permit.

(a) If a determination is made that the public swimming pool, spa, or interactive water feature does not comply with the provisions of this article, the health department shall notify the permit holder of the violations. If the health department determines that the condition of the pool, spa or interactive water feature is hazardous to the health or safety of the swimmers or of the general public, the pool, spa or interactive water feature shall be immediately closed and the permit suspended until all required repairs and modifications are completed and approved by the health department. A reinspection will be conducted during the regular working hours of the health department at the request of the permit holder. If compliance has been achieved and the reinspection fee paid, the permit holder shall be notified that the pool, spa, or interactive water feature may be opened and the permit reinstated.

(b) When the health department has ordered that a pool, spa or interactive water feature be closed due to noncompliance with any provision of this article, the permit holder shall not allow the pool, spa or interactive water feature to be used for swimming, diving or bathing purposes. Use of the pool or spa after the health department has ordered such pool or spa to be closed shall be deemed prima facie evidence that the permit holder of the pool or spa has knowingly allowed the pool or spa to be used for such purposes.

(c) The director of the health department may revoke a permit to operate a swimming pool, spa or interactive water feature, which includes the suspension of any and all use of said pool spa, or interactive water feature, if any of the following exist:

    (1) The annual permit fee and any other required fees are not paid;
    (2) The condition of a pool or spa is hazardous to the health or safety of the general public;
    (3) The permit holder fails to keep all pool or spa equipment and devices working properly;
    (4) The permit holder fails to maintain City of Abilene Public Swimming Pools and Spas Standards for two or more consecutive days;
    (5) The permit holder fails to correct minor violations by the next routine inspection or by any written notice issued under this article.

(d) The revocation shall continue until the cause of revocation is corrected and a reinspection fee to the health department is paid.

(e) Any appeal of the decision by the director of the health department to revoke a permit may be appealed to the city manager if said appeal is in writing and made within ten days of the decision of the director. The city manager may either uphold, reverse, or modify the decision of the director. The decision of the city manager is final.

Section 13-85. Criminal penalties.

(a) Any person who violates any provision of this article shall be guilty of a misdemeanor, punishable by a fine as set forth in section 1-9 of this code.

(b) Each day a violation occurs shall constitute a separate offense.

Section 13-86. Civil remedies.

The city attorney may enforce any regulation, order, or ruling promulgated under this article by seeking injunction, declaratory relief, or other action at law or in equity.

Pool Code Ordinance

August 10, 2023

CITY OF
ABILENE
TEXAS

PUBLIC SWIMMING POOLS/SPAS/PIWF

Background:

- Environmental Health Division was previously under Planning & Development's Building Inspection Division. Chapter 29.5 was the previous ordinance that EH operated under to conduct public pool/spa/PIWF regulation activities.
- Planning initiated the City ordinance Chapter 8, Article VI, Division 12, Swimming Pool & Spa Code. It passed in Jan 2023 which adopted the International Swimming Pool & Spa Code 2021 but left out portions of TAC.
- In order for Public Health to have authority to perform inspections, it is necessary to also adopt 25 TAC 265 Subchapters L & M

CITY OF ABILENE TEXAS

Request

- Adopt 25 TAC 265 Subchapter L, Standards for Public Pools and Spas
- Adopt 25 TAC 265 Subchapter M, Public Interactive Water Features and Fountains
- Critical items included in the TAC include requiring public pools to have a certified pool operator & certain signage
- Adopt ordinance giving PH the authority to revoke a permit for non-compliance on critical safety issues

CITY OF ABILENE TEXAS

PUBLIC SWIMMING POOLS/SPAS/PIWF

- Without adopting 25 TAC 265, Subchapter L & Subchapter M, the City of Abilene does not have the authority to inspect and regulate public swimming pools, spas, and Public Interactive Water Features.
- This code is what gives the City of Abilene the authority for compliance inspections, investigations, and enforcement.

CITY OF ABILENE TEXAS

DANGERS OF NO REGULATION

- Drowning due to entrapment from malfunctioning equipment, enclosures not meeting requirements, decreased water clarity
- Cryptosporidium- microscopic parasite that can cause respiratory and gastrointestinal illness which can be fatal in some cases.
- Legionella- a bacteria that causes legionellosis including a pneumonia type illness (legionnaires disease).
- Over exposure to hazardous chemicals

CITY OF ABILENE TEXAS

POSSIBLE IMPACT OF NO REGULATION

- The city of Arlington settled a lawsuit with the family of a boy who died after visiting a splash park in 2021.
- Around 65 people were sickened at a Houston-area water park in 2021
- 12 people hospitalized after apparent ‘over-chlorination’ of Houston lazy river pool in June 2023
- We want to prevent these type of occurrences in Abilene

CITY OF ABILENE TEXAS

Questions?

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

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

SUBJECT: **11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the Use of Eminent Domain to obtain a Public Pedestrian Access Sidewalk Easement along East South 11th Street, approximately 0.10 acres total out of the West 100' of Lot 3, Block 191, and Lot 103 Being a Replat of Lot 3, Block 191, Original Town of Abilene, Taylor County, Texas *(Max Johnson)***

GENERAL INFORMATION

Eminent domain proceedings in the State of Texas are governed by Chapter 21 of the Texas Property Code. A municipality exercising the power of eminent domain must first authorize the initiation of the condemnation proceeding at a public meeting by a record vote adopting a resolution, ordinance, or order.

The Texas Department of Transportation is making improvements to portions of East South 11th Street, and improved public pedestrian access sidewalks will be installed in either existing public right-of-way or in new permanent easements which will be owned by the City of Abilene.

The proposed easements which are the subject of the condemnation are located in the City of Abilene, Taylor County, Texas and will generally be located at East South 11th Street and Rose Street.

Because this project is in response to pedestrian sidewalk improvements along East South 11th Street, City of Abilene finds it necessary to begin the eminent domain process to condemn the permanent easement for access to the necessary property for the placement of the sidewalk improvements.

The real property to be condemned is described as approximately 0.10 acres total out of the

West 100’ of Lot 3, Block 191, and Lot 103 Being a Replat of Lot 3, Block 191, Original Town of Abilene, Taylor County, Texas.

The City of Abilene will continue to seek a voluntary agreement with the Landowner for the public sidewalk easement, but authorization for the use of eminent domian is needed in the event a voluntary agreement is not reached.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the authorization of the use of eminent domain for the public purpose of constructing public pedestrian sidewalks along ES 11th Street.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2023 Resolution for Condemnation
2. East South 11th Survey
3. Eminent Domain ES 11th St

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE USE OF EMINENT DOMAIN TO ACQUIRE EASEMENTS NECESSARY FOR THE COMPLETION OF PUBLIC PEDESTRIAN ACCESS SIDEWALKS ALONG EAST SOUTH 11th STREET HAVING AN AREA OF APPROXIMATELY 0.10 ACRES TOTAL OUT OF THE WEST 100' OF LOT 3, BLOCK 191, AND LOT 103 BEING A REPLAT OF LOT 3, BLOCK 191, ORIGINAL TOWN OF ABILENE, TAYLOR COUNTY, TEXAS.

WHEREAS, eminent domain proceedings in the State of Texas are governed by Chapter 21 of the Texas Property Code; and

WHEREAS, under that code a governmental entity exercising the power of eminent domain must first authorize the initiation of the condemnation proceeding at a public meeting by a record vote adopting a resolution, ordinance, or order; and

WHEREAS, the Texas Department of Transportation is making improvements to portions of East South 11th Street, Abilene, Taylor County, Texas; and

WHEREAS, improved public pedestrian access sidewalks will be installed in either existing public right-of-way or in new permanent easements which will be owned by the City of Abilene; and

WHEREAS, the proposed easement which is the subject of the condemnation is located in the City of Abilene, Taylor County, Texas and will generally be located at East South 11th Street and Rose Street; and

WHEREAS, because this project is in response to pedestrian sidewalk improvements along East South 11th Street, City of Abilene finds it necessary to begin the eminent domain process to condemn the permanent easement for access to the necessary property for the placement of the sidewalk improvements; and

WHEREAS, the real property to be condemned is described as approximately 0.10 acres total out of the West 100' of Lot 3, Block 191, and Lot 103 Being a Replat of Lot 3, Block 191, Original Town of Abilene, Taylor County, Texas, and more specifically described in Exhibit A attached hereto.

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

PART 1: That the City Council incorporates herein as Findings the above listed Whereas clauses.

PART 2: That following a public hearing and record vote, the City Council hereby authorizes the use of the power of eminent domain to acquire permanent easements as depicted in "Exhibit A" of approximately 0.10 acres total out of the West 100' of Lot 3, Block 191, and Lot 103 Being a Replat of Lot 3, Block 191, Original Town of Abilene, Taylor County, Texas, for the public purpose of construction of public pedestrian access sidewalks along East South 11th Street, Taylor County.

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

ADOPTED this 10th day of August, 2023.

_____
Weldon Hurt, Mayor

ATTEST:

_____
City Secretary

APPROVED:

_____
City Attorney

EXHIBIT "A"

SHEPPARD SURVEYING COMPANY, INC.
TBPELS FIRM # 100277-00
1013 Energy Drive, Abilene, Texas 79602
325-695-6277 • sheppard-survey@sheppard-survey.com

STATE OF TEXAS
TAYLOR COUNTY
CITY OF ABILENE

ANGELO PROPERTIES, Inc
WARRANTY DEED VOL 1614 PG 301

METES AND BOUNDS DESCRIPTION OF A PROPOSED EASEMENT MADE FOR THE CITY OF ABILENE, BEING LOCATED IN THE WEST 100 FEET OF LOT 3, BLOCK 191, ORIGINAL TOWN OF ABILENE, TAYLOR COUNTY, TEXAS AND BEING IN A REMAINING PORTION OF LOT 3, BLOCK 191, ORIGINAL TOWN, LYING SOUTH OF LOT 103 BEING A REPLAT OF LOT 3, BLOCK 191, ORIGINAL TOWN RECORDED AS CABINET 2 SLIDE 298D AND LYING NORTH OF THE 80' RIGHT OF WAY LINE OF S 11TH. LOT 103 BEING MORE PARTICULARLY DESCRIBED AS TRACT TWO IN GENERAL WARRANTY DEED VOLUME 1614 PAGE 301, OFFICIAL PUBLIC RECORDS, TAYLOR COUNTY.

BEGINNING AT A 3/8 INCH IRON ROD WITH CAP MARKED "EASEMENT" SET IN THE NORTH RIGHT OF WAY OF SOUTH 11TH STREET, ALSO KNOW AS SH 36 (HAVING A 80' WIDE RIGHT OF WAY) AND THE EAST RIGHT OF WAY OF ROSE STREET (HAVING AN 80'RIGHT OF WAY) AND BEING THE SOUTHWEST CORNER OF SAID LOT 3 AND BEING THE POINT OF BEGINNING FOR THIS EASEMENT.

THENCE N 05°36'36" E A DISTANCE OF 9.22' ALONG EAST RIGHT OF WAY OF ROSE STREET AND WEST LINE OF SAID LOT 3 TO A POINT IN FENCE FROM WHICH A 3 INCH SQUARE CORNER POST BEARS N 85°09'29" W A DISTANCE OF 1.77'.

THENCE S 85°09'29" E A DISTANCE OF 47.77' GENERALLY FOLLOWING FENCE TO A 3 INCH SQUARE CORNER POST.

THENCE N 07°39'53" E A DISTANCE OF 8.58' GENERALLY FOLLOWING A FENCE TO A 3 INCH SQUARE CORNER POST.

THENCE S 84°41'22" E A DISTANCE OF 51.93' GENERALLY FOLLOWING FENCE TO A 3/8 IRON ROD WITH CAP MARKED "EASEMENT" SET IN THE NORTH LINE OF THIS EASEMENT, AND THE EAST LINE OF SAID WEST 100' OF LOT 3. THIS POINT ALSO BEING S 05°36'36" W A DISTANCE OF 1.50' FROM THE SOUTHWEST CORNER OF LOT 103 AS DESCRIBED IN WARRANTY DEED VOLUME 1614 PAGE 301 TRACT ONE.

THENCE S 85°05'32" E A DISTANCE OF 147.48' TO A POINT BEING THE NORTHWEST CORNER OF A CALLED 0.096 ACRE TRACT OF LAND DEEDED TO THE CITY OF ABILENE RECORDED IN VOLUME 586 PAGE 187 DEED RECORDS OF TAYLOR COUNTY FROM WHICH A RECOVERED 3/8 INCH IRON ROD BEARS S 85°13'44" E A DISTANCE OF 3.07', AND BEING IN THE SOUTH LINE OF SAID LOT 103, AND BEING THE NORTHEAST CORNER OF THIS EASEMENT, BEING 60' NORTH OF CENTERLINE.

THENCE S 05°29'26" W A DISTANCE OF 20.00' ALONG THE WEST LINE OF SAID 0.096 ACRE TRACT TO A POINT IN THE NORTH 80' RIGHT OF WAY LINE OF SOUTH 11TH FROM WHICH A RECOVERED 3/8 INCH IRON ROD BEARS S 85°53'14" E A DISTANCE OF 2.89', AND BEING THE SOUTHEAST CORNER OF THIS EASEMENT BEING 40' NORTH OF CENTERLINE.

THENCE N 84°30'34" W ALONG THE NORTH RIGHT OF WAY LINE OF SOUTH 11TH AND THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 147.51' TO A POINT BEING THE SOUTHEAST CORNER OF SAID WEST 100 FEET OF LOT 3, FROM WHICH A RECOVERED IRON PIPE BEARS S 84°02'50" W A DISTANCE OF 0.19'.

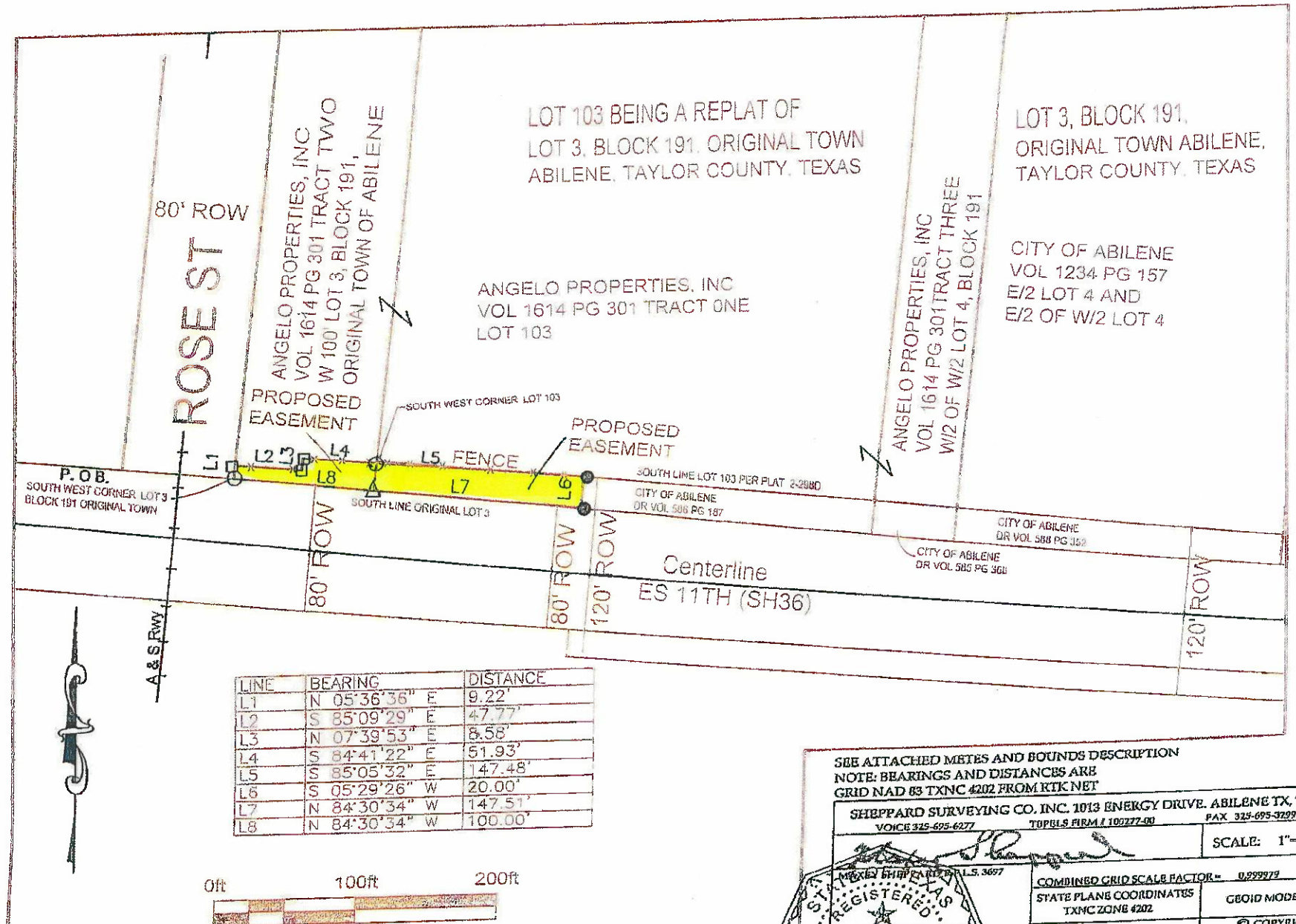
THENCE N 84°30'34" W A DISTANCE OF 100.00' ALONG THE NORTH 80' RIGHT OF WAY LINE OF SOUTH 11TH AND SOUTH LINE OF SAID WEST 100' OF LOT 3 TO THE POINT OF BEGINNING, HAVING AN AREA OF APPROXIMATELY 0.10 ACRES.

NOTE: ALL BEARINGS AND DISTANCES ARE GRID NAD 83, TXNC 4202 BASED UPON RTK NETWORK.

I, MAXEY SHEPPARD, A REGISTERED PROFESSIONAL LAND SURVEYOR OF TEXAS HEREBY CERTIFY THAT THE FOREGOING DESCRIPTION AND ATTACHED PLAT REPRESENT A SURVEY COMPLETED ON THE GROUND THE 22ND DAY OF MARCH 2023.

MAXEY SHEPPARD RPLS 3697

STATE OF TEXAS
REGISTERED
MAXEY SHEPPARD
3697
PROFESSIONAL
LAND SURVEYOR



LINE	BEARING	DISTANCE
L1	N 05°36'36" E	9.22'
L2	S 85°09'29" E	47.77'
L3	N 07°39'53" E	8.58'
L4	S 84°41'22" E	51.93'
L5	S 85°05'32" E	147.48'
L6	S 05°29'26" W	20.00'
L7	N 84°30'34" W	147.51'
L8	N 84°30'34" W	100.00'

SEE ATTACHED METES AND BOUNDS DESCRIPTION
NOTE: BEARINGS AND DISTANCES ARE
GRID NAD 83 TXNC 4202 FROM RTK NET

SHEPPARD SURVEYING CO. INC. 1013 ENERGY DRIVE. ABILENE TX, 79602
VOICE 325-695-6277 TBPELS FIRM # 100277-00 FAX 325-695-3299

MAXEY SHEPPARD R.P.L.S. 3697

SCALE: 1"=100'

STATE OF TEXAS REGISTERED MAXEY SHEPPARD 3697 PROFESSIONAL

COMBINED GRID SCALE FACTOR = 0.999979

STATE PLANE COORDINATES TXNC ZONE 4202

GEOID MODEL: CONUS99

PAGE 3 OF 3

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SHEPPARD SURVEYING CO. INC.
ALL RIGHTS RESERVED

GPS FILE NAME: BOWYER ADDITION ALL

DATE: 3/27/2023

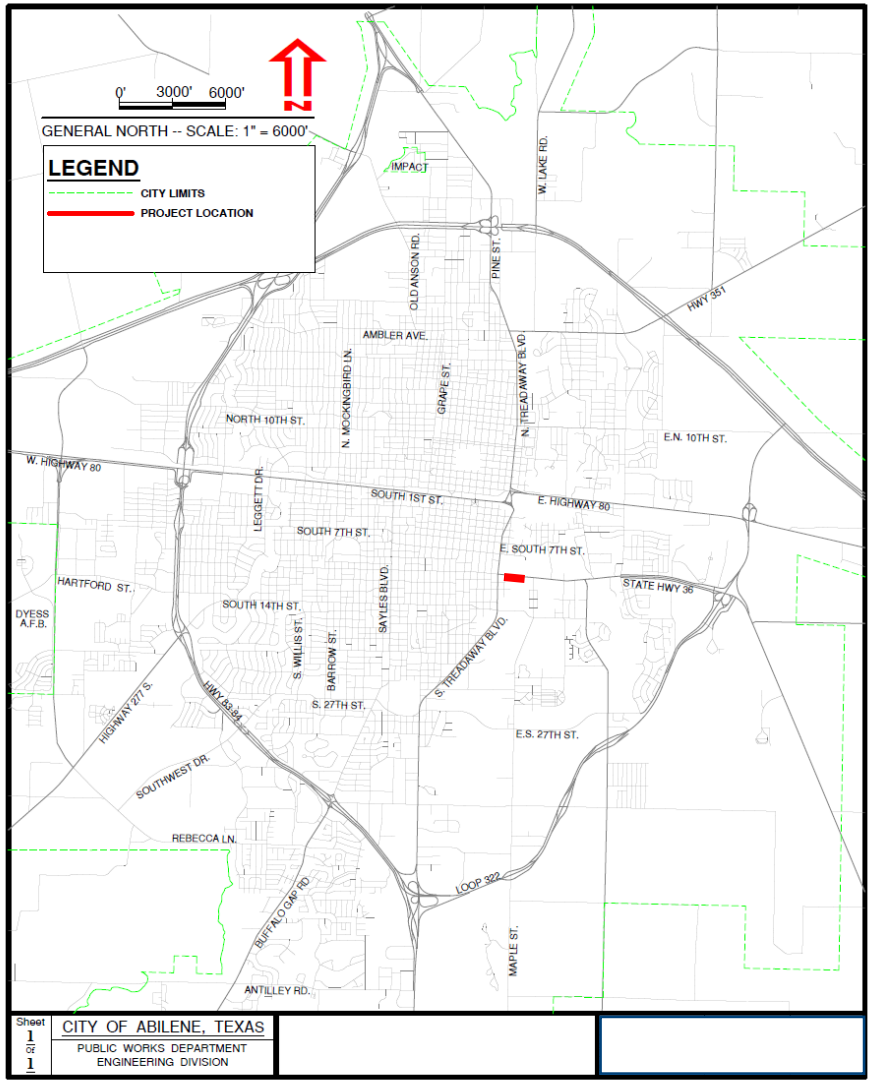
☐ 3 INCH SQUARE FENCE POST
○ SET 3/8 IRON ROD WITH CAP "EASEMENT"

Resolution: Authorize Use of Eminent Domain for a Public Pedestrian Sidewalk Access Easement Along East South 11th Street

(Max Johnson)

CITY OF ABILENE TEXAS

Authorize Use of Eminent Domain for a Public Pedestrian Sidewalk Access Easement Along ES11th Street



Project Location:

East South 11st Street Adjacent to Rose Street

CITY OF ABILENE TEXAS

Authorize Use of Eminent Domain for a Public Pedestrian Sidewalk Access Easement Along ES11th Street

- A municipality exercising the power of eminent domain must first authorize the initiation of the condemnation proceeding at a public meeting by a record vote adopting resolution
- TxDOT is making improvements to ES11th and requires an additional easement for placement of a sidewalk
- Project is response to pedestrian sidewalk improvements along East South 11th Street and Staff finds it necessary to begin the eminent domain process for the sidewalk easement
- The City of Abilene will continue to seek a voluntary agreement with the ownerfor the public sidewalk easement; however, authorization for the use of eminent domain is needed in the event a voluntary agreement is not reached

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

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

FROM: **Robert Hanna, City Manager**

SUBJECT: **12. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Considering and Adopting a Bond Election to be Held within the City of Abilene, Texas, Making Provisions for the Conduct of the Election, and Enacting Other Provisions Relating to Such Election *(Robert Hanna)***

GENERAL INFORMATION

Section 3.005(c) of the Texas Election Code requires a November election be ordered not later than the 78th day before election day. For the November 8th election, the deadline for ordering the election is Tuesday, August 22, 2023.

Texas Election Code, Chapter 43, authorizes countywide polling place programs. Taylor County, through its Elections Department, utilizes Vote Centers. Use of these vote centers will apply to this election.

SPECIAL CONSIDERATIONS

The contract with Taylor County will be approved at the next meeting, 8/24.

FUNDING/FISCAL IMPACT

None.

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Abilene - resolution calling election - AGENDA
2. PROPOSED Early Voting Schedule_Eng_Spn
3. PROPOSED ED County Wide Vote Centers
4. August 2023 Abilene Zoo City Council - With Space for Interpreters (1)
5. 2023 - Bond Parks and Recreation Council Presentation (1)

RESOLUTION NO. _____

A RESOLUTION CALLING A BOND ELECTION TO BE HELD IN THE CITY OF ABILENE, TEXAS; MAKING PROVISION FOR THE CONDUCT OF THE ELECTION; AND RESOLVING OTHER MATTERS RELATED TO SUCH ELECTION

WHEREAS, the City Council (the *Council*) of the CITY OF ABILENE, TEXAS (the *City*), located in Taylor and Jones Counties, Texas (individually, the *County*, collectively, the *Counties*), hereby finds and determines that an election should be held to determine whether the City shall be authorized to issue general obligation bonds of the City in the amount and for the purposes hereinafter identified (the *Election*); and

WHEREAS, the City will contract with the elections administrator of Taylor County and the county clerk of Jones County (individually, the *Election Official*; collectively, the *Election Officials*) to conduct all aspects of the Election; and

WHEREAS, the Election will be conducted by each County and held jointly with other political subdivisions for which each County is also conducting their elections (such other political subdivisions, collectively, the *Participants*), as provided pursuant to an election services agreement and/or a joint election or similar agreement entered into according to the Texas Election Code, as amended (the *Code*); and

WHEREAS, the Council hereby finds and determines that the necessity to construct various capital improvements within the City dictates that it is in the public interest to call and hold the Election at the earliest possible date to authorize the issuance of general obligation bonds for the purposes hereinafter identified; and

WHEREAS, the Council hereby finds and determines that the actions hereinbefore described are in the best interests of the residents of the City; now, therefore,

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

SECTION 1. The Election shall be held in the CITY OF ABILENE, TEXAS on November 7, 2023 (*Election Day*), which is a uniform election date under the Code and is not less than 78 days nor more than 90 days from the date of the adoption of this ordinance (the *Resolution*), for the purpose of submitting the following measures to the qualified voters of the City:

<u>CITY OF ABILENE MEASURE A</u>

Shall the City Council of the City of Abilene, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than $15,000,000 for the purpose of designing, acquiring, constructing, purchasing, renovating, improving, upgrading, updating, enlarging, and equipping the City Zoo, acquiring lands and rights-of-way necessary thereto,

and completing related landscaping, such bonds to mature serially or otherwise (not more than 40 years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate or rates of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the City sufficient, within the limits provided by law, to pay the annual interest and provide a sinking fund to pay the bonds at maturity?

CITY OF ABILENE MEASURE B

Shall the City Council of the City of Abilene, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than $28,000,000 for the purpose of designing, acquiring, constructing, renovating, improving, and equipping recreation centers within the City, acquiring lands and rights-of-way necessary thereto, and completing related landscaping, such bonds to mature serially or otherwise (not more than 40 years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate or rates of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the City sufficient, within the limits provided by law, to pay the annual interest and provide a sinking fund to pay the bonds at maturity?

CITY OF ABILENE MEASURE C

Shall the City Council of the City of Abilene, Texas be authorized to issue and sell one or more series of general obligation bonds of the City in the aggregate principal amount of not more than $9,000,000 for the purpose of designing, acquiring, constructing, renovating, improving, and equipping hike and bike trails within the City, acquiring lands and rights-of-way necessary thereto, and completing related landscaping, such bonds to mature serially or otherwise (not more than 40 years from their date) in accordance with law; and any issue or series of said bonds to bear interest at such rate or rates (fixed, floating, variable or otherwise) as may be determined within the discretion of the City Council, provided that such rate or rates of interest shall not exceed the maximum rate per annum authorized by law at the time of the issuance of any issue or series of said bonds; and shall the City Council be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes on all taxable property in the City sufficient, within the limits provided by law, to pay the annual interest and provide a sinking fund to pay the bonds at maturity?

SECTION 2. One or more City election precincts are hereby established for the purpose of holding the Election, and one or more polling places are hereby designated for holding the Election in the City election precincts as identified in Exhibit B to this Resolution (which is incorporated herein by reference for all purposes). In compliance with the Code, the Election Officials will identify and formally approve the appointment of the Presiding Judges, Alternate Presiding Judges, Election Clerks, and all other election officials for the Election. The Mayor, the City Manager, or their designees can correct, modify, or change the Exhibits to this Resolution based upon the final locations and times agreed upon by the City, the Election Officials, and the Participants, if any and as applicable, to the extent permitted by applicable law. To the extent required by the Code or other applicable law, the appointment of election officials at polling locations must include a person fluent in the Spanish language.

B. On Election Day, the polls shall be open as designated on Exhibit B.

C. The main early voting location for each County is designated in Exhibit A to this Resolution (which is incorporated herein by reference for all purposes). The individual named as the Early Voting Clerk as designated in Exhibit A for their respective County is hereby appointed as the Early Voting Clerk to conduct such early voting in the Election. Each Early Voting Clerk shall appoint the Deputy Early Voting Clerks for their respective Counties. This main early voting locations and any branches for each County shall remain open to permit early voting on the days and at the times as stated in Exhibit A.

D. Each Election Official is authorized to establish an Early Voting Ballot Board for their respective counties and to designate the Presiding Judge of such Early Voting Ballot Board. The Presiding Judges of the Early Voting Ballot Board shall appoint two or more additional members to constitute their respective Early Voting Ballot Board members and, if needed, the Signature Verification Committee members required to efficiently process the early voting ballots.

SECTION 3. Any legally permissible voting method may be used for early voting and Election Day voting by personal appearance, and when required by the Code, at least one accessible voting system per polling place will be provided. Certain early voting may be conducted by mail according to the Code.

SECTION 4. The Council authorizes each Election Official to utilize a Central Counting Station (the *Stations*) as provided by the Code. The Election Officials, or designees thereof, are hereby appointed as the Manager of their respective Stations who will establish a written plan for the orderly operation of the Stations according to the Code. The Council authorizes the Election Officials, or the designees thereof, to appoint the Presiding Judges, the Tabulation Supervisors, and the Programmers of their respective Stations and may appoint Station clerks as needed or desirable. The Election Officials will publish (or cause to be published) notice and conduct testing on the automatic tabulation equipment relating to the Station and conduct instruction for the officials and clerks for their respective Stations according to the Code.

SECTION 5. The official ballot shall be prepared according to the Code so as to permit voters to vote “FOR” or “AGAINST” the aforesaid measures which shall appear on the ballot substantially as follows:

CITY OF ABILENE PROPOSITION A

THE ISSUANCE OF $15,000,000 IN GENERAL OBLIGATION BONDS FOR IMPROVEMENTS TO THE CITY ZOO AND THE LEVY OF TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.

CITY OF ABILENE PROPOSITION B

THE ISSUANCE OF $28,000,000 IN GENERAL OBLIGATION BONDS FOR IMPROVEMENTS TO CITY RECREATION CENTERS AND THE LEVY OF TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.

CITY OF ABILENE PROPOSITION C

THE ISSUANCE OF $9,000,000 IN GENERAL OBLIGATION BONDS FOR CITY HIKE AND BIKE TRAILS AND THE LEVY OF TAXES SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS.

SECTION 6. All resident qualified voters of the City shall be permitted to vote at the Election, and on Election Day, such voters shall vote at the designated polling places. The Election shall be held and conducted in accordance with the Texas Election and Government Codes, as amended, and as may be required by other law. To the extent required by law, materials and proceedings relating to the Election shall be printed in both English and Spanish.

SECTION 7. Notice of election, including a Spanish translation thereof, shall be published on the same day in each of two successive weeks in a newspaper of general circulation in the City, the first of these publications to appear in such newspaper not more than 30 days, and not less than 14 days, prior to Election Day. Moreover, a substantial copy of this Resolution and the voter information attached as one or more exhibits, including a Spanish translation thereof, shall be posted (a) not less than 21 days prior to Election Day (1) on the bulletin board at City Hall used for posting notices of Council meetings, (2) in three additional public places within the City's boundaries, (3) in a prominent location on the City's internet website, and (b) in a prominent location at each polling place on Election Day and during early voting. A sample ballot shall be posted on the City's internet website not less than 21 days prior to Election Day.

SECTION 8. As of the date of this Resolution and as further reflected in one or more voter information documents attached to this Resolution, the City had outstanding an aggregate principal amount of debt equal to $126,265,000 (including maintenance tax debt, if any); the aggregate amount of the interest owed on such City debt obligations, through respective maturity, totaled $44,546,538; and the City levied an ad valorem debt service tax rate for its outstanding debt obligations of $0.1633 per $100 of taxable assessed valuation. Based on the bond market conditions on the date of the Council's adoption of this Resolution, the maximum interest rate for any series of bonds authorized at the Election is 4.5% (expressed as a net effective interest rate applicable to any such series of bonds). The bonds that are the subject of this Election shall mature serially or otherwise not more than 40 years, from their date, as prescribed by applicable Texas law. The foregoing maximum net effective interest rate and amortization period are only estimates,

provided for Texas statutory compliance; they do not serve as a cap on the per annum interest rate at which any series of bonds authorized at the Election may be sold, or the amortization period for bonds that are the subject of this Election.

SECTION 9. The Council authorizes the Mayor, the City Manager, or their designees to negotiate and enter into one or more joint election agreements, election service contracts, and/or similar contracts or agreements with the Counties, acting by and through the Election Officials, and any Participants if desired or required to comply with applicable law, as permitted and in accordance with the Code. In addition, the Council authorizes the Mayor, the City Manager, or their respective designees to make such technical modifications to this Resolution that are necessary for compliance with applicable Texas or federal law or to carry out the intent of the Council, as evidenced herein.

SECTION 10. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 11. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 12. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 13. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 14. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 15. This Resolution shall be effective immediately upon adoption.

* * *

PASSED AND ADOPTED on August 10, 2023.

CITY OF ABILENE, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(CITY SEAL)

APPROVED AS TO FORM:

_____
City Attorney

[Signature Page to Resolution Calling a Bond Election]

PROPOSED

EARLY VOTING SCHEDULE
CALENDARIO DE VOTACIÓN ANTICIPADA

October 23, 2023 – November 3, 2023
23 de octubre de 2023 - 3 de noviembre de 2023

Joint Constitutional Amendment and Special Elections
Enmienda Constitucional Conjunta y Elecciones Especiales
November 7, 2023
7 de noviembre de 2023

October 23rd – October 27th (Monday – Friday)
23 de octubre - 27 de octubre (Lunes - Viernes)

Taylor County Plaza – 400 Oak Street, Suite 101A	8:00 a.m. – 5:00 p.m.
Mall of Abilene – 4310 Buffalo Gap Road, Abilene, TX *(Movie theatre corridor)*	10:00 a.m. – 6:00 p.m.
Abilene City Hall – 555 Walnut Street, Abilene, TX *(East entrance, main foyer)*	8:00 a.m. – 5:00 p.m.
Wylie Performing Arts Center – 6251 Buffalo Gap Road, Abilene, TX *(Main foyer)*	10:00 a.m.– 6:00 p.m.

October 28th (Saturday)
28 *de octubre (Sabado)*

Taylor County Plaza – 400 Oak Street, Suite 101A	8:00 a.m. – 5:00 p.m.
Mall of Abilene – 4310 Buffalo Gap Road, Abilene, TX *(Movie theatre corridor)*	10:00 a.m. – 6:00 p.m.

October 29th (Sunday)
29 de octubre (Domingo)

Taylor County Plaza – 400 Oak Street, Suite 101A	1:00 a.m. – 6:00 p.m.
Mall of Abilene – 4310 Buffalo Gap Road, Abilene, TX *(Movie theatre corridor)*	1:00 a.m. – 6:00 p.m.

October 30th – November 3rd (Monday-Friday)
30 de octubre – 3 de noviembre (Lunes – Viernes)

Taylor County Plaza – 400 Oak Street, Suite 101A	8:00 a.m. – 5:00 p.m.
Mall of Abilene – 4310 Buffalo Gap Road, Abilene, TX *(Movie theatre corridor)*	10:00 a.m. – 6:00 p.m.
Abilene City Hall – 555 Walnut Street, Abilene, TX *(East entrance, main foyer)*	8:00 a.m. – 5:00 p.m.
Wylie Performing Arts Center – 6251 Buffalo Gap Road, Abilene, TX *(Main foyer)*	10:00 a.m.– 6:00 p.m.

October 10, 2023 — Last day to register to vote for the November 7, 2023 Joint Constitutional Amendment and Special Elections.

10 de octubre de 2023 — *Último día para registrarse para votar en la Enmienda Constitucional Conjunta y las Elecciones Especiales del 7 de noviember de 2023.*

October 27, 2023 — Last day to ***receive*** an application for a ballot by mail for the November 7, 2023 Joint Constitutional Amendment and Special Elections

27 de octubre de 2023 — *Último día para recibir una solicitud de bolete por correo para la Enmienda Constitucional Conjunta y las Elecciones Especiales del 7 de noviembre de 2023.*

Taylor County Elections
400 Oak Street, Suite 101, Abilene, TX 79602
325-674-1216
www.taylorcounty.texas.gov

PROPOSED

COUNTY WIDE VOTE CENTER LOCATIONS
UBICACIONES DE LOS CENTROS DE VOTACIÓN EN TODO EL CONDADO

Taylor County
Condado de Taylor

Joint Constitutional Amendment and Special Elections - November 7, 2023
Enmienda Constitucional Conjunta y Elecciones Especiales – 7 de noviembre de 2023

7:00 a.m. – 7:00 p.m.

Taylor County voters can vote at **ANY** one of the following locations on Election Day
Los votantes del condado de Taylor pueden votar en CUALQUIERA de los siguientes lugares el día de las elecciones

Vote Center *(Centro de Votación)*	**Physical Address** *(Dirreción física)*	**Location** *(Ubicación)*
Abilene City Hall	555 Walnut Street, Abilene, TX 79601	East Entrance, Main Lobby
Beltway Park Church North Campus	2850 Highway 351, Abilene, TX 79601	Rm #111 – Multi Purpose R
Buffalo Gap Church of Christ	741 Litel Street, Buffalo Gap, TX 79508	Fellowship Hall
Cesar Chavez Recreation Center	2250 Ambler Ave., Abilene, TX 79603	Gym
Church of Christ–S. 11th & Willis	3333 S. 11th Street, Abilene, TX 79605	West Building, multi-purpose room
First Baptist Church – Merkel	307 Locust Street, Merkel, TX 79536	Family Life Center
Hillcrest Church of Christ	650 E. Ambler Ave., Abilene, TX 79601	Gym
Lawn Baptist Church	518 Avenue D, Lawn, TX 79530	Family Life Center
New Beginnings United Pentecostal Church	5535 Buffalo Gap Rd., Abilene, TX 79606	Main Foyer
Oldham Lane Church of Christ	5049 Oldham Lane, Abilene, TX 79602	Special Events Room
River of Life Church	539 Hwy 83/84, Abilene, TX 79606	Main Foyer
Southern Hills Church of Christ	3666 Buffalo Gap Road, Abilene, TX 79605	Main Foyer
Taylor County Plaza	400 Oak Street, Abilene, TX 79602	Suite 101-A
Thomas Elementary School	1240 Lakeside Drive, Abilene, TX 79602	Gym
Tuscola Community Center	1202 Turner Lane, Tuscola, TX 79562	
View Baptist Church	250 Boynton Road, Abilene, TX 79606	Fellowship Hall, W side of building
Westminster Presbyterian Church	4515 South 14th Street, Abilene, TX 79605	Gym
Woodlawn Church of Christ	922 Woodlawn Drive, Abilene, TX 79603	Multi-Purpose Room
Zion Lutheran Church	2801 Antilley Road, Abilene, TX 79606	East Entrance, Large Fellowship Hall

City Bond

Abilene Zoo Capital Improvements

CITY OF
ABILENE
TEXAS

Abilene Zoo

CITY OF
ABILENE
TEXAS

Abilene Zoo

1 Wild ENCOUNTERS & Ferocious EATS

2 Playful DISCOVERY

3 Passport to EXPLORATION

4 Growing WILD MINDS

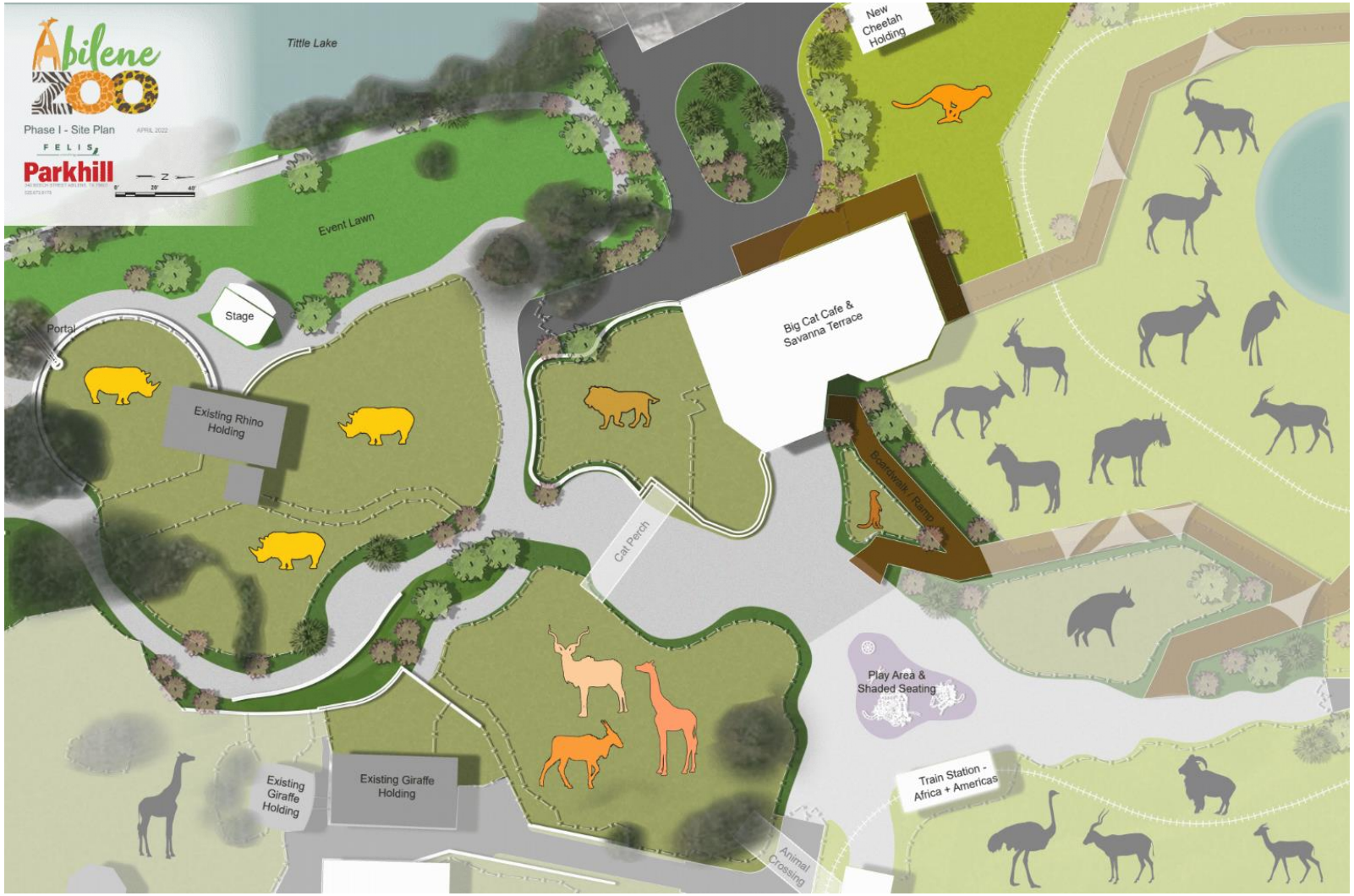
CITY OF ABILENE TEXAS

Abilene Zoo

Site Plan

CITY OF ABILENE TEXAS

Abilene Zoo



Wild ENCOUNTERS & Ferocious EATS

CITY OF ABILENE TEXAS

Abilene Zoo

SITE PLAN LEGEND

1 Big Cat Cafe & Savanna Terrace
2 Cheetah and Cheetah Run
3 Event Drop-Off Entrance
4 Service Dock
5 Event Lawn - 18,636 SF
- (95) 8'Tables ~760 People
6 Picnic Lawn - 10,800 SF
- (55) 8'Tables ~440 People
7 Bandstand Pavilion
8 Gravel Lake Walk
9 Expanded Rhino Habitat
-Target 25,000 SF
10 Lion Habitat
11 Cat Walk and Spectator Seating
12 Cat Cafe Terrace/Boardwalk Connection
13 Entry Garden/Shaded Seating
14 Phase 01 - Children's Nature Playground
15 Phase 02 - Children's Nature Playground
16 Pocket Exhibit - Meerkats
17 Pocket Exhibit - Hyena
18 Flexible Hoofstock Rotation

Wild ENCOUNTERS & Ferocious EATS

CITY OF ABILENE TEXAS

Abilene Zoo

Wild ENCOUNTERS & Ferocious EATS

CITY OF ABILENE TEXAS

Abilene Zoo

Wild ENCOUNTERS & Ferocious EATS

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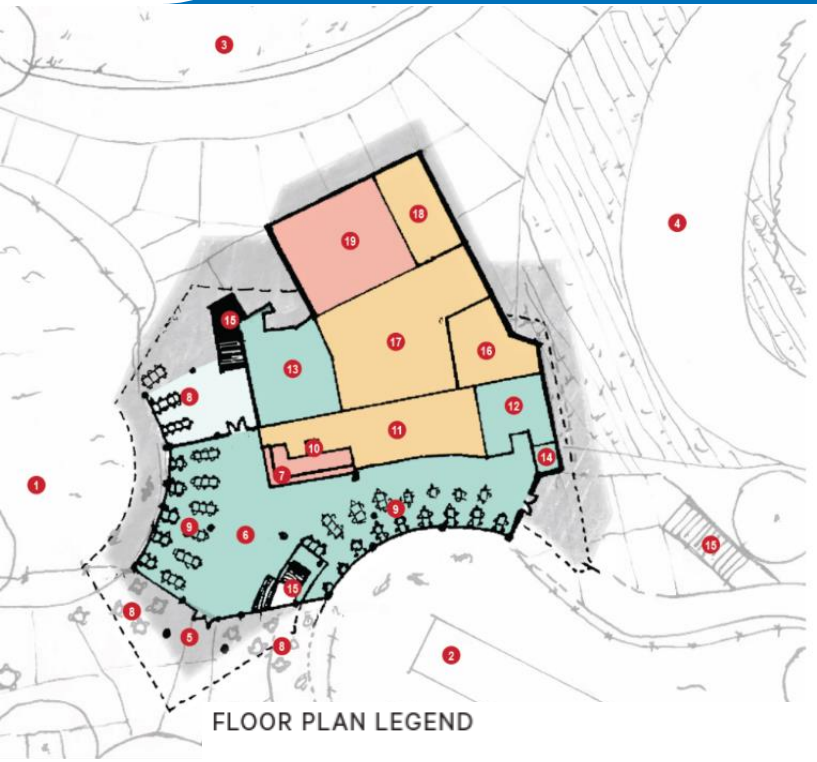
Wild ENCOUNTERS & Ferocious EATS

CITY OF ABILENE TEXAS

Abilene Zoo



Wild ENCOUNTERS & Ferocious EATS

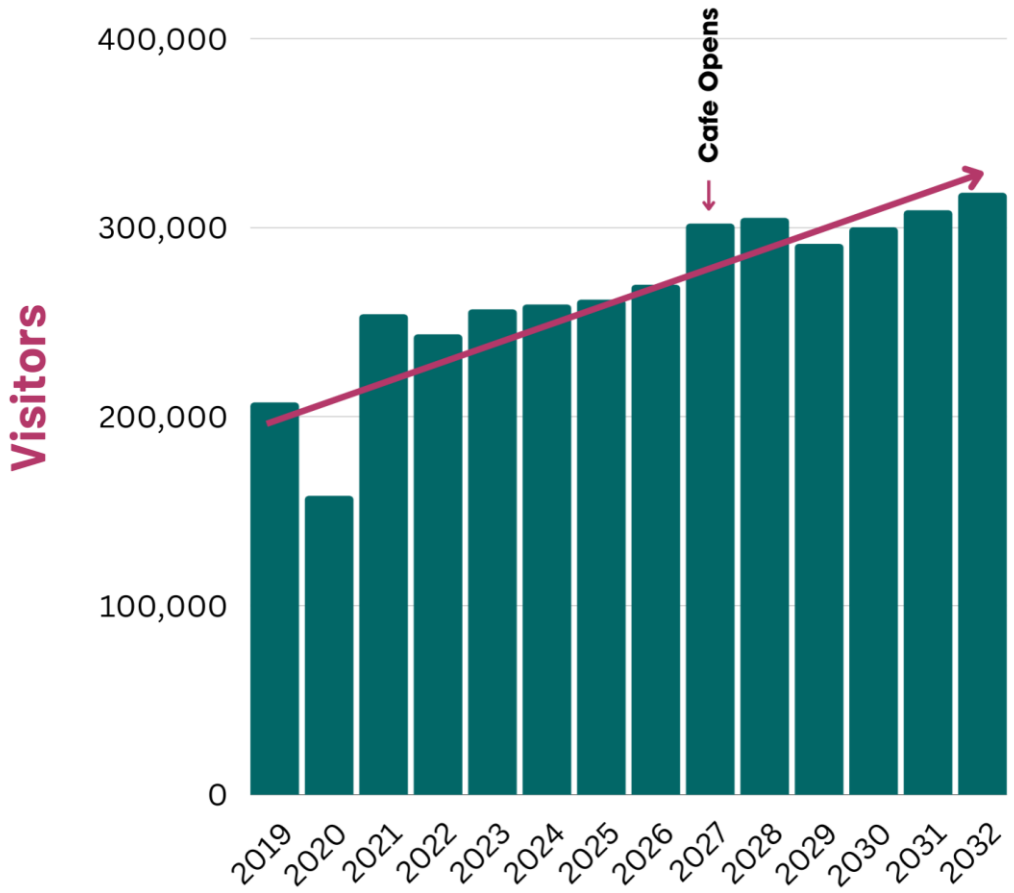
FLOOR PLAN LEGEND

1 Lion Exhibit
2 Cheetah and Cheetah Run
3 Event Lawn
4 Service Drive
5 Entry
6 Queue
7 Point of Sale
8 Exterior Dining
9 Interior Dining - 3,750 SF
- 160 People
10 Dumbwaiter
11 Kitchen - 1,265 SF
12 Interior Restrooms - 450 SF
13 Exterior Restrooms - 765 SF
14 Elevator
15 Stairs
16 Receiving - 535 SF
17 Storage & Utilities - 1,555 SF
18 Staff: Break Room, Lockers, Restroom, Office - 515 SF
19 Bride Room & Event Storage - 1,125 SF
20 Terrace Dining - 3,000 SF
- 120 People
21 Mezzanine Dining - 775 SF
- 25 People
22 Kitchenette
23 Terrace Storage - 390 SF
24 Terrace Restrooms - 460 SF
25 Boardwalk

CITY OF ABILENE TEXAS

Abilene Zoo

Attendance Projection

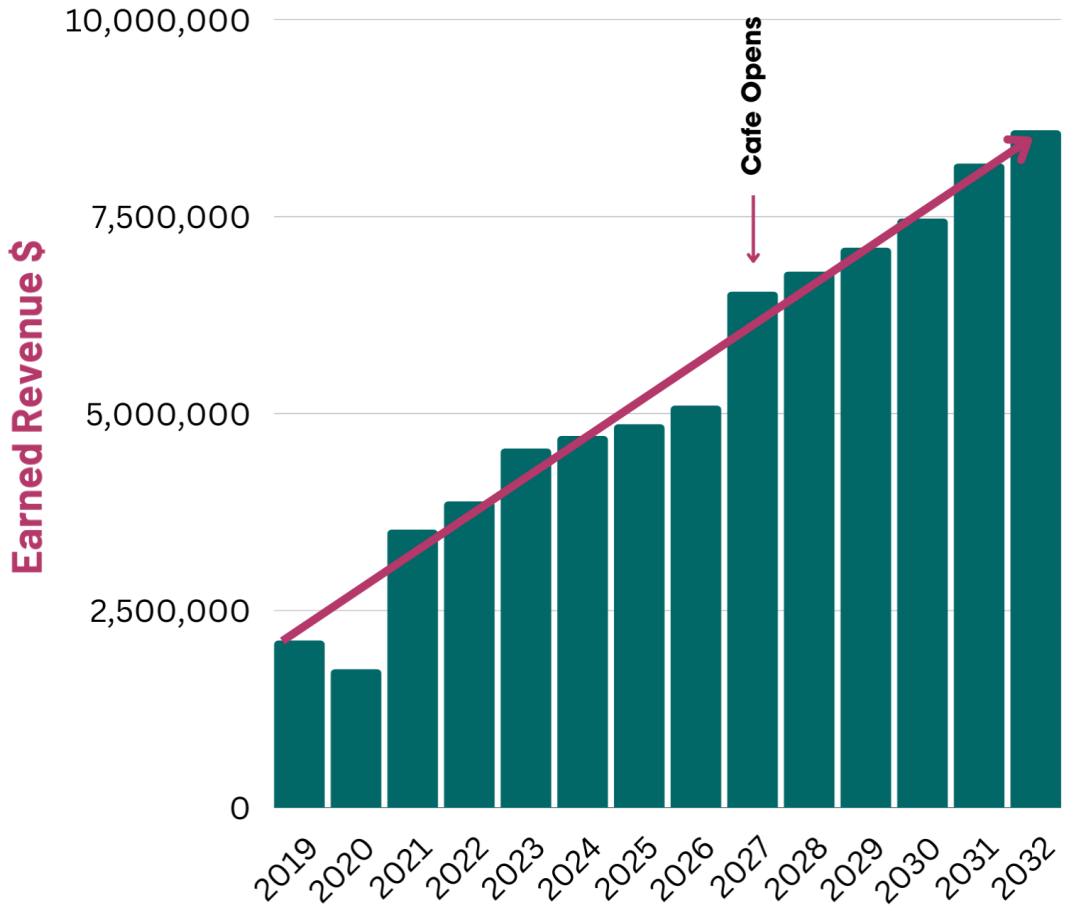


Wild ENCOUNTERS & Ferocious EATS

CITY OF ABILENE TEXAS

Abilene Zoo

Revenue Projection



Wild ENCOUNTERS & Ferocious EATS

CITY OF ABILENE TEXAS

Abilene Zoo

Job Creation

Phase 1A	9
Phase 1B	17

Abilene Zoo

Phase 1 Roll Out

January 2024 - Design Begins

Spring 2025 - Break Ground

Spring 2026 - Phase 1A Opens

Spring 2027 - Phase 1B Opens

CITY OF ABILENE TEXAS

Abilene Zoo

Summary Expenses

Phase	Element	Construction & Design Cost
Phase 1A	Event Stage & Lawn	$1,235,450
	Rhino Habitat	$3,032,467
	Multi-Species Habitat and Barn	$4,698,210
	Total	$8,966,127
Phase 1B	Cafe	$9,973,778
	Lion Habitat	$3,340,109
	Cheetah Habitat	$2,197,440
	Total	$15,511,327
Total		$24,477,454

Wild ENCOUNTERS & Ferocious EATS

CITY OF ABILENE TEXAS

Abilene Zoo

Questions?

2023 Parks and Recreation Council Presentation

CITY OF
ABILENE
TEXAS

Proposed Bond: Recreation Centers

CITY OF
ABILENE
TEXAS

Recreation Center Overview

- March 1966 - Cesar Chavez Recreation Center (formerly known as Sears Park Recreation Center) Opened
- November 1966 – GV Daniels Recreation Center (formerly known as George Washington Carver Recreation Center) Opened
- January 2020 – Indoor Recreation Feasibility Study Public Workshop Conducted for Community Input on Recreational Priorities
- March 2020 – Recreation Feasibility Study Presentation City Council Workshop
- March 2020 – Recreation Feasibility Study Presentation Parks and Recreation Board
- February 2022 – City Council Workshop Discussion on Potential Bond
- March 2022 - Bond Update Discussion Parks and Recreation Board
- April 2022 – Revised Feasibility Project Cost Estimate to Reflect Current Market Values
- July 2022 - Bond Committee Recommends Recreation Centers for Bond
- February 2023 – Revised Feasibility Project Cost Estimate to Reflect Current Market Values

CITY OF ABILENE TEXAS

GV Daniels Recreation Center

CITY OF ABILENE TEXAS

GV Daniels Recreation Center

CITY OF ABILENE TEXAS

GV Daniels Recreation Center

CITY OF ABILENE TEXAS

SITE & FACILITY DESIGN - EXISTING FACILITY EVALUATION

GV Daniels Recreation Center - Existing Facility Assessment

Upon visual observation of the existing facility the following items were identified.

- CODE / HEALTH & SAFETY
  - The facility does not have a single main entry. Multiple access and entry points can be a security and safety concern and hard to monitor by facility staff.
  - There is no exterior access from the senior storage area. Egress through multiple spaces is required.
  - The building has no fire suppression system. Due to the size and function of the building likely any new addition or remodel would require the addition of Fire Suppression System.
  - There is existing electrical panels accessible to the public in the gymnasium When possible we recommend that electrical gear be away from public access.
- EXTERIOR
  - No major structural deficiencies are specifically apparent.
  - There were minor side grading drainage concerns around the gymnasium and NW corner of the building.
- ACCESSIBILITY
  - No major accessibility concern were apparent around the exterior of the building
  - The existing restrooms in the facility adjacent to the Kitchen does not appear to be TAS compliant.
  - The showers within the new addition restroom do not appear to be TAS compliant.
- ENERGY EFFICIENCY/ MAINTENANCE ISSUES
  - The existing original restrooms are in need of repair and updates. They are very unsightly for a modern facility.
  - There were major signs of piping and mechanical visual deterioration.
  - There were minor roof leak concerns visible noticed at the original building and gymnasium ceilings. The City indicated this was an on-going concern.
  - The current facility would not meet current energy code standards. Single paned window glazing and minimal building insulation do not contribute to an energy efficient building. Mechanical and Lighting upgrades would also be required to meet current energy codes.
- USER EXPERIENCE / LAYOUT
  - The facility has been modified and remodel a number of time without appreciation to the user experience, thus leading to a lack of curb appeal.
  - Internal columns within the senior community spaces limit the use of the room and flexibility of the space.
  - There is an abundance of fluorescent lighting and minimal natural light for many of the spaces making them less enjoyable to be in.
  - The existing basketball gymnasium appears to sized for a high school sized court. The playing surface is not ideal for a competitive basketball game. The gymnasium space is the best condition space in the facility.
- SUMMARY
  - The GV Daniels facility has a critical value for the local neighborhood. Small additions or renovations would require the entire building to be brought up to current codes making the cost more than it was worth. With the gymnasium being the newest and highest valued space, there is a potential to save the gym and construct a new recreation center around it.

CITY OF ABILENE TEXAS

Cesar Chavez Recreation Center

CITY OF ABILENE TEXAS

Cesar Chavez Recreation Center

CITY OF ABILENE TEXAS

Cesar Chavez Recreation Center

CITY OF ABILENE TEXAS

SITE & FACILITY DESIGN - EXISTING FACILITY EVALUATION

Sears Recreation Center - Existing Facility Assessment

Upon visual observation of the existing facility the following items were identified.

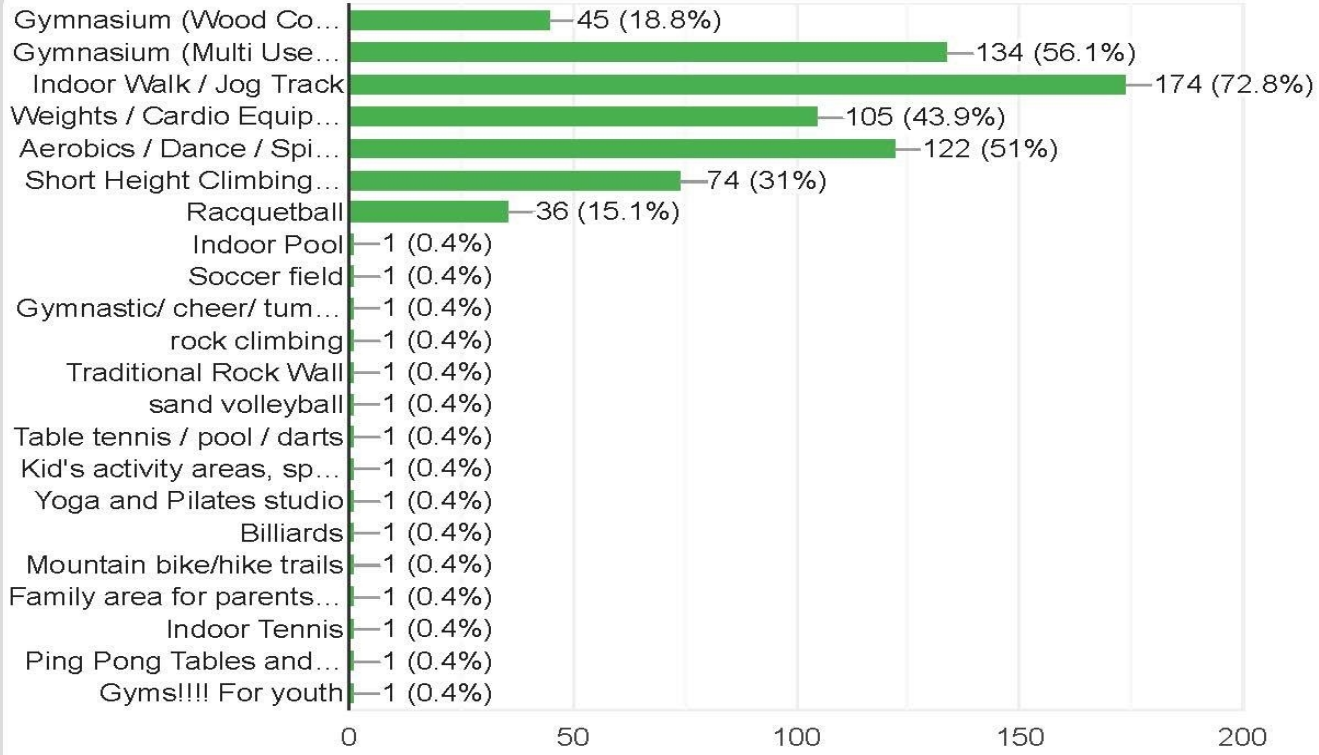
- CODE / HEALTH & SAFETY
  - There is an unoccupied clinic at the north side of the building. Non occupied spaces can be a concern from a health and safety standpoint.
  - There are potential egressing concerns from the fitness and multi-use kids' room. The egress pathway to an exit is fairly lengthy and along a circuitous route.
  - The building has no fire suppression or smoke alarm system. Due to the size and function of the building likely any new addition or remodel would require the addition of Fire Suppression System.
- EXTERIOR
  - Evidence of spalling exterior brick can be seen at a number of locations around the perimeter of the building.
  - Moisture was apparent within the exterior brick. It was not clear if this was coming from the infiltration from weather events, or from inside the wall elsewhere.
- ACCESSIBILITY
  - Exterior accessibility was not verified however there are a number of site ramps that may not meet current TAS requirements. There is also no accessible egress pathway from the north side building exits. These should be added.
  - There is a small internal floor change by the gym the is not compliant with accessibility requirements.
  - The existing restroom access point is not TAS compliant. Likely the internal layout may have concerns as well.
- ENERGY EFFICIENCY/ MAINTENANCE ISSUES
  - The City noted moderate roof leaking concerns visible at the transition between the arching gym form and the newer flat roof north addition. Roof Drainage concerns were also apparent along the north side of the building exterior walls.
  - The current facility would not meet current energy code standards. Single paned window glazing and minimal building insulation do not contribute to an energy efficient building. Mechanical and Lighting upgrades would also be required to meet current energy codes.
- USER EXPERIENCE / LAYOUT
  - The small workout spaces is very dated and separated by a curtain. The Space is not conducive to an efficient and enjoyable workout..
  - The existing racquetball court appeared to be in good condition and potentially the flooring and wall paneling system could be salvaged if the facility was demolished.
  - There is an abundance of fluorescent lighting and minimal natural light for many of the spaces making them less enjoyable to be in.
  - The existing basketball gymnasium appears to sized for a high school sized court. The playing surface is not ideal for a competitive basketball game.
- SUMMARY
  - The Sears recreation facility has a number of major concerns that would need to be addressed in the near future as it has reached beyond its useful life. The center plays a critical role to the residents of the neighborhood. The cost to remodel or renovate would be very high knowing that the facility would need to be brought up to current codes. With ample space on site, this facility would be a good location for a new recreation center.

CITY OF ABILENE TEXAS

Community Feedback Survey Results 2020

Regarding Recreation Programmatic Spaces, select three (3) of the highest priority spaces you and your family think should be included in a facility

239 responses

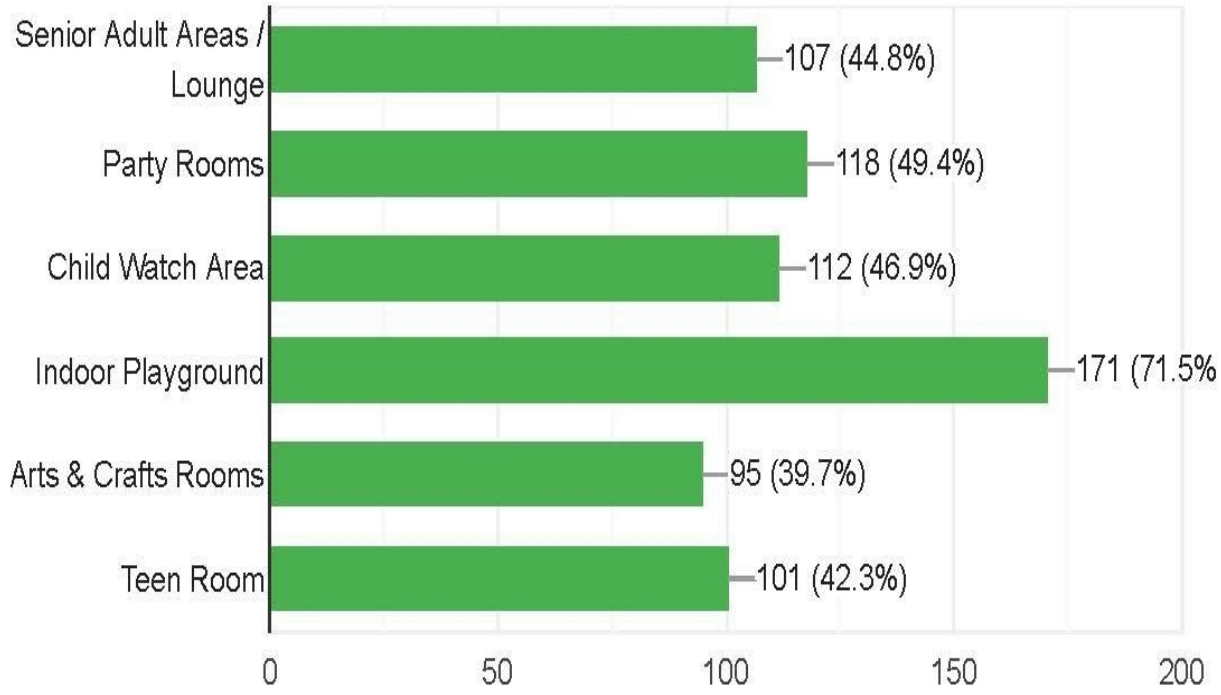


CITY OF ABILENE TEXAS

Community Feedback Survey Results 2020

Regarding Social Programmatic Spaces, select three (3) of the highest priority spaces you and your family think should be included in a facility

239 responses

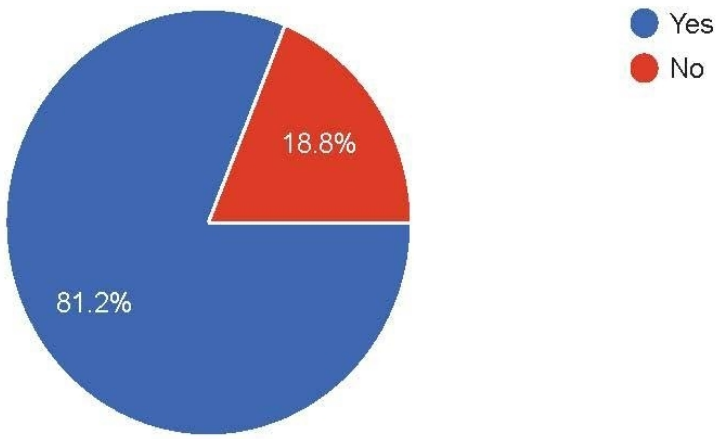


CITY OF ABILENE TEXAS

Community Feedback Survey Results 2020

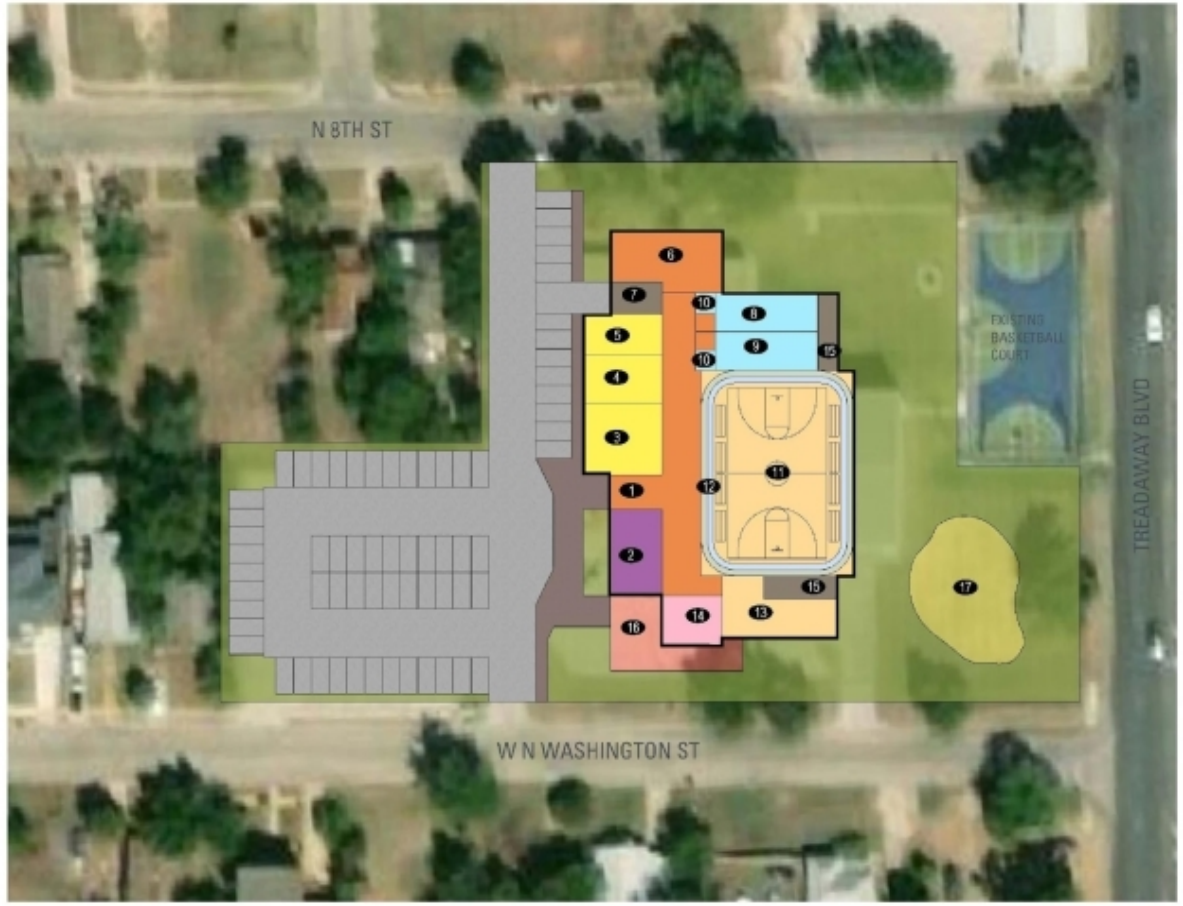
Would you support a bond to help fund adding new and/or remodeling existing facilitates?

239 responses



CITY OF ABILENE TEXAS

GV Daniels Site & Design



LEGEND

1. ENTRY/ LOBBY / CIRCULATION/LOUNGE	3,430 SF
2. ADMINISTRATION	1,100 SF
3. YOUTH/GAMES ROOM	1,400 SF
4. CLASSROOM/PARTY/DRY CRAFT ROOM	950 SF
5. 25 PERSON CLASSROOM	800 SF
6. SENIOR LOUNGE	1,580 SF
7. HEALTHY COOKING/PREP KITCHEN	415 SF
8. W/LOCKER/RESTROOM/CHANGING	1,086 SF
9. M/LOCKER/RESTROOM/CHANGING	1,086 SF
10. UNISEX/FAMILY CHANGING	200 SF
11. HIGH SCHOOL GYMNASIUM	5,935 SF
12. WALK/JOG TRACK	1,840 SF
13. FITNESS & WEIGHTS	1,380 SF
14. INDOOR PLAY	735 SF
15. BUILDING SUPPORT	790 SF
TOTAL AREA +/-	22,727 SF
16. OUTDOOR PATIO	1,535 SF
17. OUTDOOR PLAY GROUND	3,185 SF
TOTAL AREA-/-	4,720 SF

66 PARKING STALLS

SCALE: 1"=50'-0"

G.V. Daniels Recreation Center

BARKER RINKER SEACAT ARCHITECTURE

1-0

04/08/2022

CITY OF ABILENE TEXAS

Cesar Chavez Site & Design

LEGEND

1. ENTRY/ LOBBY / CIRCULATION/LOUNGE	3,430 SF
2. ADMINISTRATION	1,100 SF
3. YOUTH/GAMES ROOM	1,400 SF
4. CLASSROOM/PARTY/DRY CRAFT ROOM	950 SF
5. 25 PERSON CLASSROOM	800 SF
6. SENIOR LOUNGE	1,580 SF
7. HEALTHY COOKING/PREP KITCHEN	415 SF
8. W/LOCKER/RESTROOM/CHANGING	1,086 SF
9. M/LOCKER/RESTROOM/CHANGING	1,086 SF
10. UNISEX/FAMILY CHANGING	200 SF
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12. WALK/JOG TRACK	1,840 SF
13. FITNESS & WEIGHTS	1,380 SF
14. INDOOR PLAY	735 SF
15. BUILDING SUPPORT	790 SF
TOTAL AREA +/-	22,727 SF
16. OUTDOOR PATIO	1,535 SF

85 PARKING STALLS

SCALE: 1"=50'-0"

Cesar Chavez Recreation Center at Sears Park

BARKER RINKER SEACAT ARCHITECTURE

2-0

04/08/2022

CITY OF ABILENE TEXAS

Exterior View

CITY OF
ABILENE
TEXAS

Interior View

CITY OF ABILENE TEXAS

Recreation Centers Proposed Cost

				Cesar Chavez Rec. Center		GV Daniels Rec. Center	
				Facility Area	$ 22,722	Facility Area	$ 22,722
				Facility Budget	$ 9,515,920	Facility Budget	$ 9,515,920
				Total Site Area	$ 49,053	Total Site Area	$ 49,053
				Acres	$ 1.13	Acres	$ 1.13
				Total Site Budget	$ 536,167	Total Site Budget	$ 603,057
				Total Soft Costs	$ 3,866,038	Total Soft Costs	$ 3,842,462
				Total Budget	$ 13,918,125	Total Budget	$ 13,961,438
RECREATION CENTER				Faciility Area	Budget	Faciility Area	Budget
				22,722	$9,515,920	22,722	$9,515,920
SITE PROGRAM ELEMENTS				Site Area	Budget	Site Area	Budget
				44,594	$502,811	44,594	$502,811
SITE CONSTRUCTION AREA				Site Area	Budget	Site Area	Budget
				4,459	$33,356	4,459	$100,246
OFF-SITE CONSTRUCTION				Site Area	Budget	Site Area	Budget
				-	$0	-	$0
SOFT COSTS		New	Unit	FFE Space Area	Budget	FFE Space Area	Budget

We used the same building square footage and program scope for 2022 and 2023.

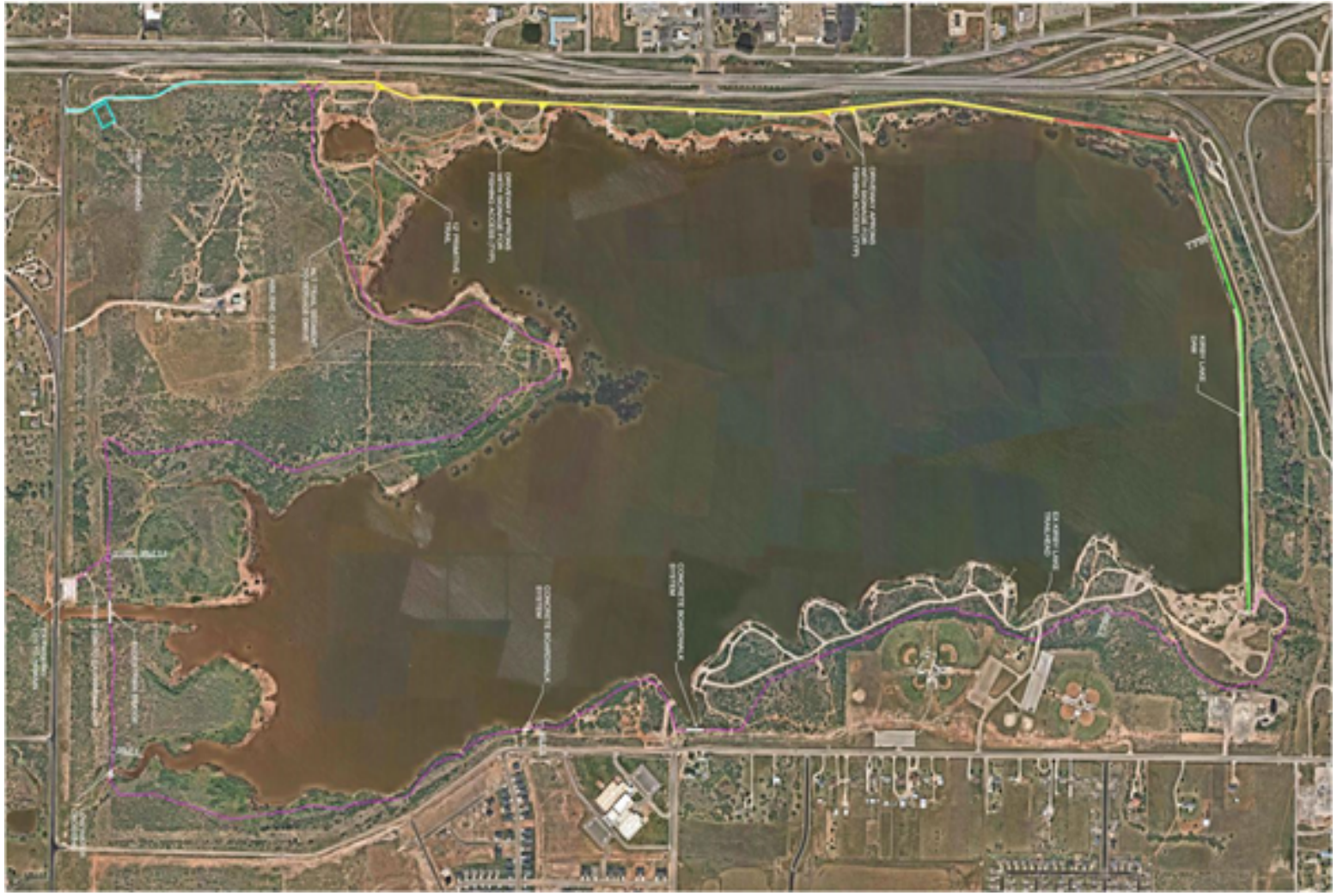
2022 Cost Total $25,167,600

2023 Cost Total $27,879,563

Inflation Increase of $2,711,963

CITY OF ABILENE TEXAS

Proposed: Kirby Lake Trails



CITY OF
ABILENE
TEXAS

Kirby Lake Trails Overview

- June 2017 – Workforce Solutions of Texas $200,000 Grant
- December 2017 – Community Input on Kirby Lake Improvements
- July 2018 – Kirby Lake Master Plan Approved
- February 2022 – City Council Workshop Discussion on Potential Bond
- March 2022 - Bond Update Discussion Parks and Recreation Board
- July 2022 - Bond Committee Recommends Trail for Bond
- February 2023 – Revised Project Cost Estimate to reflect Current Market Values

CITY OF ABILENE TEXAS

History - 2017 Community Survey Results Kirby Lake Improvements

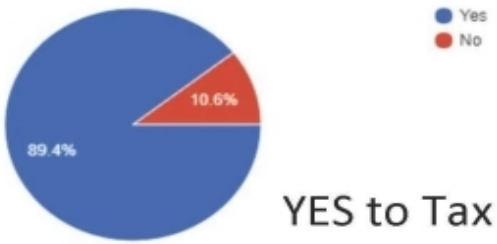
Please select the activities you would like to see added or enhanced?

Top 7	Votes	Percent
Hiking/Biking	548	73.8
Fishing	469	63.1
Nature Play(scape) areas	395	53.2
Camping	352	47.4
Boating	300	40.4
Bird/Nature Watching	278	37.4
Nature Education	264	35.5

Please note: This question has the option to add an "Other" response. Those responses are not reflected in this report.

As a citizen would you support tax dollars being used to fund these improvements?

743 responses



YES to Tax Funding

CITY OF ABILENE TEXAS

Housing and Population Growth Data

- 2021 – 2022 approximately 360 newly constructed homes sold/built within two mile radius of Kirby Lake
- At minimum 500 platted residential lots proposed to be constructed
- 240 newly constructed apartment units
- Additional housing developments are currently being constructed or have been completed

(Source: City of Abilene Planning and Development)

CITY OF ABILENE TEXAS

Kirby Lake Trail System Proposed

This is an example of what is being proposed.

Current picture is of the trail being constructed along Cedar Creek.

CITY OF ABILENE TEXAS

Proposed Kirby Lake Trail System North

CITY OF ABILENE TEXAS

Proposed Kirby Lake Trail System Central

CITY OF ABILENE TEXAS

Proposed Kirby Lake Trail System South

CITY OF ABILENE TEXAS

Kirby Lake Trail System Proposed Cost

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

OPINION OF PROBABLE CONSTRUCTION COST

PROJECT NAME	Kirby Lake Trail	DATE	2/9/2023
CLIENT	City of Abilene	GROUP	1155
% SUBMITTAL	Planning Level Cost Summary	PM	Bryan Janhsen

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
Bryan Janhsen	Henry Hartshorn	

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
DEMO					
1	Construction Staking/Surveyor	1	AL	$ 25,000.00	$ 25,000
2	Temporary Project Signage	5	EA	$ 500.00	$ 2,500
3	Tree Protection Fencing (install and remove)	1	AL	$ 150,000.00	$ 150,000
4	Trail Clearing	26,000	LF	$ 25.00	$ 650,000
5	Primitive Trail Clearing	5,400	LF	$ 7.50	$ 40,500
9	Erosion Control Fencing (install and remove)	36,000	LF	$ 6.50	$ 234,000
10	Trail Excavation/Temporary Stockpile	5,800	CY	$ 25.00	$ 145,000
11	Misc. Demo	1	AL	$ 25,000.00	$ 25,000
12	Bollard line clearing (on dam)	3,700	LF	$ 2.00	$ 7,400
TRAIL SITE WORK					
13	12' Concrete Trail	26,000	LF	$ 108.00	$ 2,808,000
14	Parking Lot Paving (Beltway S)	18,500	SF	$ 11.00	$ 203,500
15	Mill EX HMAC Pavement (0"-2") (Seg A)	1,660	SY	$ 18.00	$ 29,880
16	Prepare Subgrade of Existing Service Drive (20' paving section)(Seg A)	2,365	SY	$ 22.50	$ 53,213
17	Prepare Subgrade of Existing Service Drive (20' paving section)(Seg B)	14,500	SY	$ 22.50	$ 326,250
18	Prepare Subgrade of Existing Service Drive (20' paving section)(Seg C)	4,500	SY	$ 22.50	$ 101,250
19	Overlay 2" HMACP with Tack Coat (Seg A)	2,365	SY	$ 20.00	$ 47,300
20	Overlay 2" HMACP with Tack Coat (Seg B)	14,500	SY	$ 20.00	$ 290,000
21	Overlay 2" HMACP with Tack Coat (Seg C)	4,500	SY	$ 20.00	$ 90,000
22	Refl. Pavement Marking Type 1 (Y)(4")(SOLID) (Seg A)	1,050	LF	$ 2.50	$ 2,625
23	Refl. Pavement Marking Type 1 (Y)(4")(SOLID) (Seg B)	6,515	LF	$ 2.50	$ 16,288
24	Refl. Pavement Marking Type 1 (Y)(4")(SOLID) (Seg C)	2,015	LF	$ 2.50	$ 5,038
25	Prefab Pedestrian Bridge (non-vehicular rated)(12' wide)	150	LF	$ 1,500.00	$ 225,000
26	Pedestrian Bridge Abutments	2	EA	$ 20,000.00	$ 40,000
28	Low Water Crossing (50')	1	EA	$ 60,000.00	$ 60,000
29	Low Water Crossing (25')	3	EA	$ 40,000.00	$ 120,000
32	Finished Grading on Either Side of Trail	1	LS	$ 350,000.00	$ 350,000
33	Solid Sod (common bermuda)	131,000	SF	$ 0.65	$ 85,150
34	Hydroseeding (common bermuda)	1	AL	$ 60,000.00	$ 60,000
35	Vegetative Watering	1	AL	$ 30,000.00	$ 30,000
TRAIL AMENITIES					
36	Trail Head Feature	3	EA	$ 45,000.00	$ 135,000
37	Picnic Table and Concrete Pad	6	EA	$ 10,000.00	$ 60,000
38	Water Fountain/Hookup	1	EA	$ 15,000.00	$ 15,000
39	Pet Waste Station	20	EA	$ 1,000.00	$ 20,000
40	Trash Receptacle	20	EA	$ 3,000.00	$ 60,000
41	Solar Powered/Cellular Safety Beacon (incl. fountation)	10	EA	$ 12,000.00	$ 120,000
42	Public Work Bike Stand	2	EA	$ 2,500.00	$ 5,000
SUBTOTAL					$ 6,637,893
OWNER'S CONTINGENCY (10%)					$ 663,789
SUBTOTAL					$ 7,301,682
MOBILIZATION (5%)					$ 365,084

PROJECT NAME	Kirby Lake Trail	DATE	2/9/2023
CLIENT	City of Abilene	GROUP	1155
% SUBMITTAL	Planning Level Cost Summary	PM	Bryan Janhsen

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
Bryan Janhsen	Henry Hartshorn	

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL

CONSTRUCTION TOTAL (2023 COSTS)	$ 7,666,766
BASIC AND SPECIAL PROFESSIONAL SERVICES (12%)	$ 920,012
PROJECT TOTAL (2023 COSTS)	$ 8,586,778

CITY OF ABILENE TEXAS

Recreation Centers and Kirby Lake Trail

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

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

SUBJECT: **13. Ordinance (Final Reading) CUP-2023-06: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From WV Meridian, LLC To Apply A Conditional Use Permit To Approximately 1.09 Acres On A Site Zoned PDD-130 To Allow An Automobile Wash Which Was Previously Abandoned To Be Reopened. Located At 5190 Buffalo Gap Road.** ***(Tim Littlejohn)***

GENERAL INFORMATION

The applicant proposes to use the existing self-service carwash and vacuums in the same manner that it historically operated. The applicant does propose installing an automatic drive-through car wash in one of the existing wash bays.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval,** subject to:

1. Compliance with the proposed Plan of Operation.
2. Approval of a site plan that indicates the location and dimensions of the proposed automatic wash bay.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval subject to conditions by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. PDD-130
4. Application
5. 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 27th day of July, 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 17th day of June, 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 27th day of July, 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 10th day of August, 2023.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

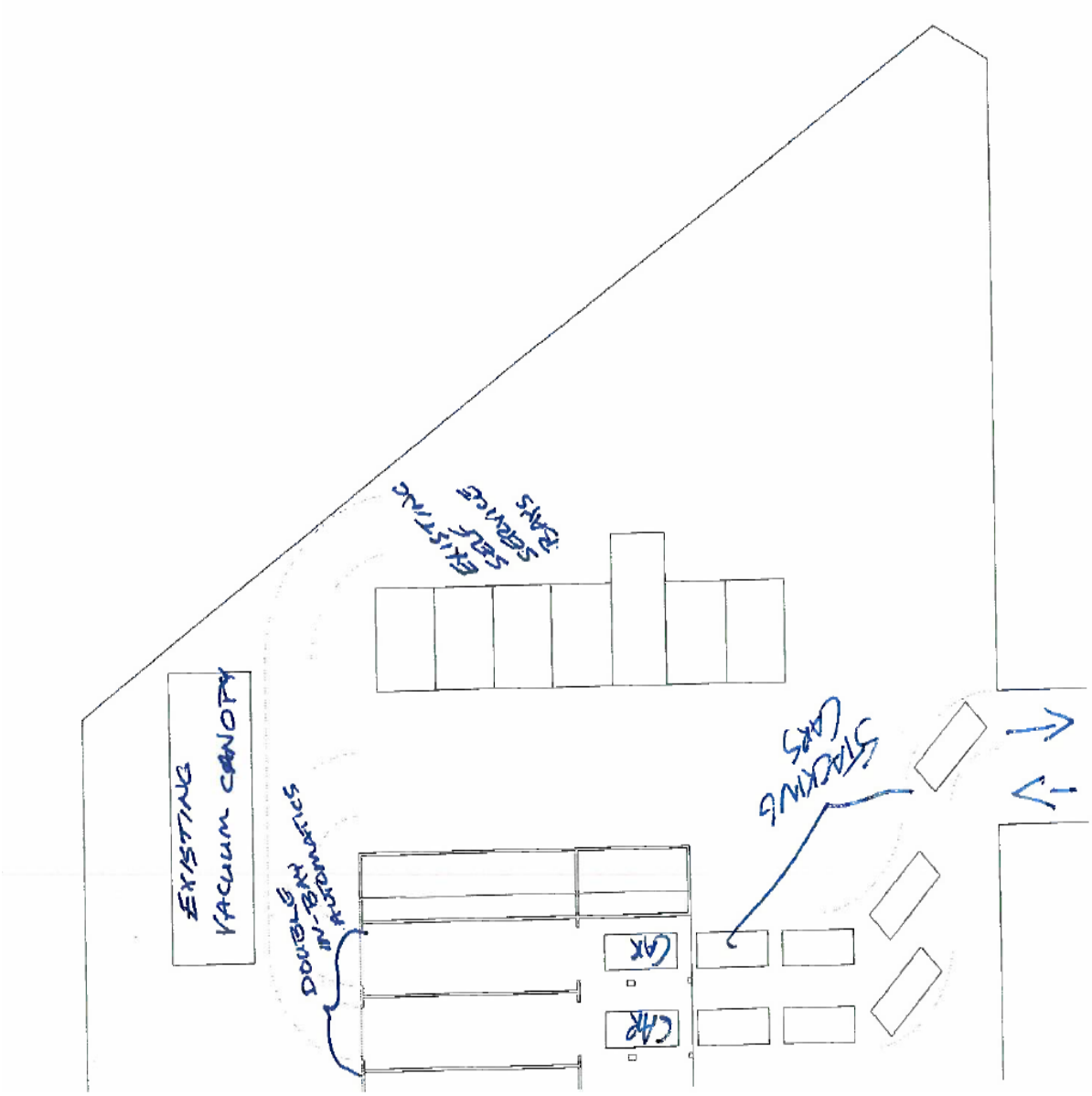
Approve a Conditional Use Permit (CUP) to allow a Car Wash on a property within a Planned Development District (PDD-130/COR).

The Conditional Use Permit is subject to:

1. Compliance with the attached Plan of Operation (Exhibit B).
2. Approval of a site plan that indicates the location and dimensions of the proposed automatic wash bay.

Legal description being Lot 10, Block A, Countryside South Section 3, Abilene, Taylor County, Texas.

Located at 5190 Buffalo Gap Road, Abilene, Taylor County, Texas.



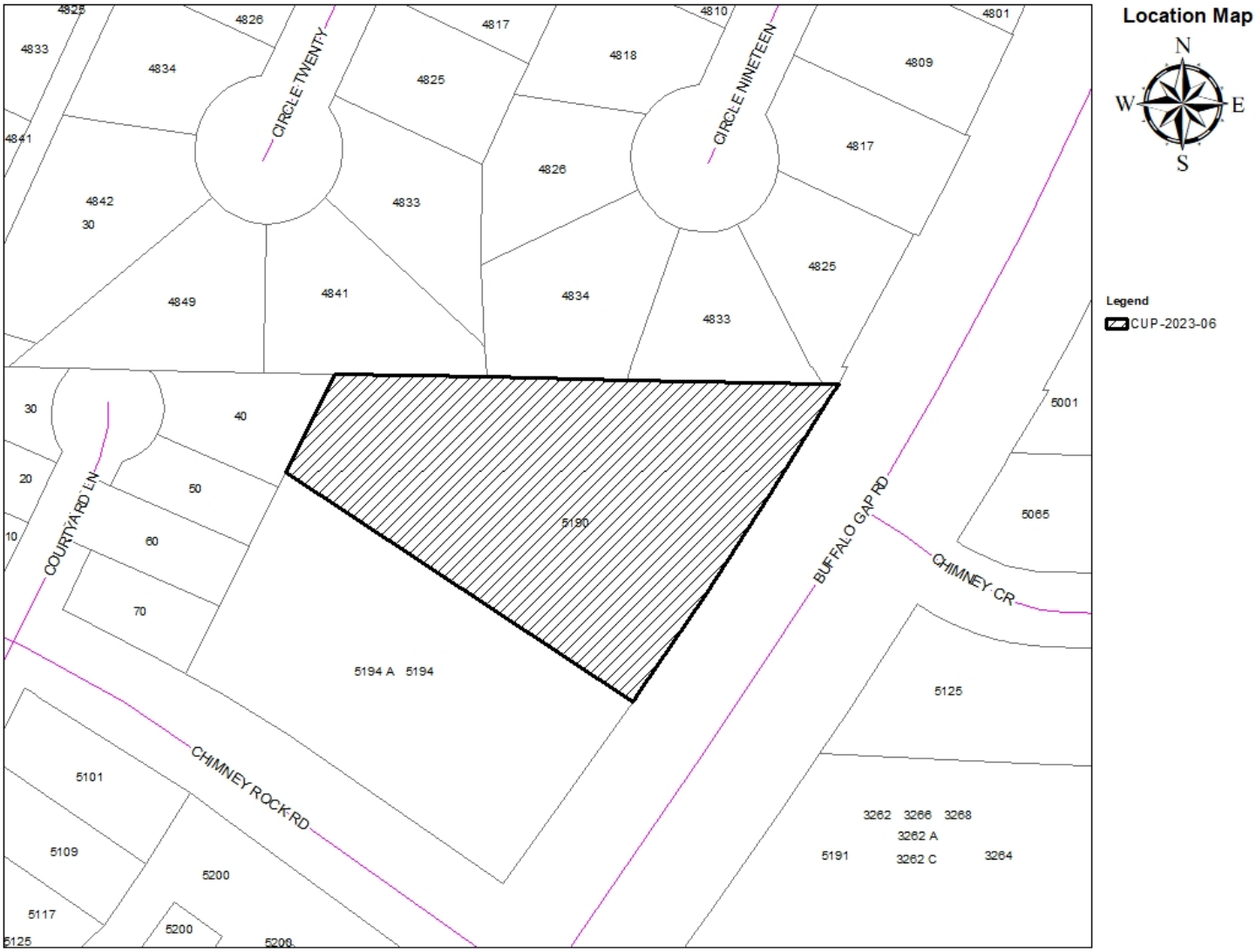

Location Map
N
W
E
S
Legend
CUP-2023-06
CIRCLE TWENTY
CIRCLE NINETEEN
COURTYARD LN
BUFFALO GAP RD
CHIMNEY CR
CHIMNEY ROCK RD
5190
5194 A
5194
4825
4826
4817
4810
4801
4833
4834
4818
4809
4841
4842
30
4849
4841
4833
4826
4825
4834
4833
4817
30
40
20
50
10
60
70
5001
5065
5125
5101
5109
5200
5117
5125
5200
5206
3262
3266
3268
3262 A
5191
3262 C
3264

EXHIBIT B

5190 Buffalo Gap Rd
CUP Plan of Operation

The Conditional Use Permit (CUP) is being requested for the operation of a car wash. To the best of our knowledge, this wash has already existed and operated for 25+ years at this site. The CUP is necessary because the car wash has been closed for over six months due to COVID-19 ramifications in 2021. As this location has historically operated as a car wash for decades, we believe re-granting a CUP for this site is appropriate. It is our belief that there is a need for a well-operated self-service car wash in this area. In addition, we are excited to offer a "touch-free" in-bay automatic as a differentiator from any other wash in the entire Abilene car wash market. We currently operate self-service and in-bay washes at 5 locations in Abilene as Super Suds Car Wash.

The plan is to revitalize and re-open the existing self-service car wash on the site. We envision using 6 of the 8 existing self-service bays for customers to hand wash their cars. We plan to remove the 2 bays closest to Buffalo Gap Road to facilitate traffic flow due to the Buffalo Gap Road renovation and the combining of the two existing ingress/egresses into one new drive. We plan to maintain self-service vacuums where they are currently housed under the canopy at the back of the site.

In addition, the existing tire shop on the property will be renovated to house two in-bay automatics within the structure. The planned renovations include removing the retail front of the store and approximately 15' from the back of the building. These two in-bay automatics will be fully contained within the building, including all blowers for drying the car. Each in-bay automatic will have entrance and exit openings of approximately 12'x12'.

The largest potential issue of a car wash is noise. The dryers of the in-bay automatics are the largest sound generators. We will place the dryers inside the building to muffle the noise level. The manufacturer's dryer literature says our set-up will produce 95 decibels at 10 ft from the building, dropping to 76 decibels at 60 ft. We have measured dimensions and anticipate our building being 120 ft from the back of the property line, at which dryer noise will be negligible at most. We do not believe our other equipment will generate noise levels higher than the wash and tire shop have generated in the past and will not add to the traffic noise of Buffalo Gap Road that neighboring lots already experience. We will install appropriate signage concerning radio volume and monitor customers' radio volume when staff is on site. Fences and trees are effective sound barriers, and all houses backing up to the site have existing 6-8' wooden fencing, as well as large trees along the fence line. Therefore, the noise of the normal operation of both the in-bay automatics and self-service bays will not materially alter the existing noise pollution of surrounding lots.

The self-service and in-bay car wash models necessitate the site to be well-lit. We will seek to use directional LED lighting that does not create undue light pollution for residential neighbors.

In conclusion, this site has already functioned as a self-service car wash for many years, and we believe that re-approving a CUP for operations is appropriate. The rehabilitation of the existing wash, as well as an update and redesign of the tire shop building, will be a positive contribution to Buffalo Gap's thriving commercial corridor, and the effect on neighboring lots will be minimal and within the bounds of what the site has historically produced.

END

ZONING CASE CUP-2023-06
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 5, 2023
City Council 1st Reading: July 27, 2023
City Council 2nd Reading: August 10, 2023

Applicant
Owner: WV Meridian, LLC
Agent: Eric Emerson

Case Manager
Mason Teegardin – Planner

Request
Apply a Conditional Use Permit to approximately 1.09 acres on a site zoned PDD-130/COR to allow the reopening of a carwash that has been abandoned.

Location
Lot 10, Block A, Countryside South Section 3 at 5190 Buffalo Gap Road.

Background
The applicant proposes to use the existing self-service carwash and vacuums in same manner that it historically operated. The applicant does propose to install an automatic drive through car wash in one of the existing wash bays. A proposed Plan of Operation describing the proposed use is attached with this report.

Existing Uses/Zoning
Properties to the north are zoned Residential Single Family-6 (RS-6). Properties to the east are zoned Neighborhood Retail (NR) and Planned Development District (PDD-9). Properties to the south are zoned Neighborhood Retail (NR). Properties to the west are zoned Patio Home (PH). All surrounding properties are also located in the Buffalo Gap Road Corridor Overlay (COR).

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 Very Low Density Residential. The proposed use is not consistent with the Comprehensive Plan recommendations; however, it is consistent with the surrounding uses along the Buffalo Gap Corridor and the historic use of the property.

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 carwash is consistent with the previous use of the property and the surrounding zoning districts that front onto Buffalo Gap Road.

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 operate consistent with the historic use of this site and will not negatively affect the surrounding commercial uses. It should be noted that a 25' grassy buffer and wooden fence exists between the neighborhood and developed portion of the subject site. That buffer will be maintained. The existing carwash buildings are located approximately 34' and 43' from the nearest residential property lines. Those distances will be maintained.

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 not generate additional pedestrian and vehicular traffic relative to the historic use of the site.

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.**
As described above in Criteria 3, the proposed use will maintain the existing buffers and building separations from the adjoining RS-6 neighborhood.

7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**
The use would comply with all applicable LDC requirements. A Site Plan is not required because no new site improvements are proposed. A site plan will be required prior to the issuance of permits for the proposed automatic carwash to ensure that it maintains the existing building footprint.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval,** subject to:

1. Compliance with the proposed Plan of Operation.
2. Approval of a site plan that indicates the location and dimensions of the proposed automatic wash bay.

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

OWNER

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
ANDERS BRYCE L & SHARON D	75287	4842 CIRCLE TWENTY	
ANDERS BRYCE L & SHARON D	75287	30 COURTYARD LN	
BW GAS & CONVENIENCE	12801	5194 A BUFFALO GAP RD	
BW GAS & CONVENIENCE	12801	5194 BUFFALO GAP RD	
COULTER NATHAN	76665	5065 BUFFALO GAP RD	
DE JESUS LUIS G & MADISON R CRUZ	12797	10 COURTYARD LN	
DIRKS DOUGLAS W & LUCINDA	12845	50 COURTYARD LN	
ELLIS RAY H III & KIMBERLY C	73579	4825 CIRCLE NINETEEN	
ENGLEDOW JOE C & MARY	74810	4825 CIRCLE TWENTY	
GASKIN RENEE Y	12828	40 COURTYARD LN	
GFC LEASING CORP	12108	5125 BUFFALO GAP RD	
GREGG ALEXANDER PROMETHEUS	73852	4834 CIRCLE NINETEEN	
HEAD JUSTIN & CHLOE	75405	4834 CIRCLE TWENTY	
HUDSON MARK A	73989	4826 CIRCLE NINETEEN	
LYONS ELOISE	74126	4818 CIRCLE NINETEEN	
LYONS KENNETH F & JANICE FAYE	73448	4817 CIRCLE NINETEEN	
MILL IRON J & CO LLC	71537	5001 BUFFALO GAP RD	
R M LEASING GROUP LLC	12818	30 COURTYARD LN	
R M LEASING GROUP LLC	75288		
ROBERTS JAMES TERRY &	75166	4849 CIRCLE TWENTY	
SEARFOSS KENNETH & AMBER	74932	4833 CIRCLE TWENTY	
SKINNYS INC	75547	3262 C CHIMNEY ROCK RD	
SKINNYS INC	75547	3262 A CHIMNEY ROCK RD	
SKINNYS INC	75547	3266 CHIMNEY ROCK RD	
SKINNYS INC	75547	5191 BUFFALO GAP RD	
SKINNYS INC	75547	3264 CHIMNEY ROCK RD	
SKINNYS INC	75547	3262 CHIMNEY ROCK RD	
SKINNYS INC	75547	3268 CHIMNEY ROCK RD	
SNOW LINDA K	12805	20 COURTYARD LN	
SPESERT MATTHEW A	75046	4841 CIRCLE TWENTY	
SPESERT MATTHEW A	75046		
THOMPSON SCOTT MICHAEL &	73711	4833 CIRCLE NINETEEN	
TILBROOK PATTI M	12863	60 COURTYARD LN	
TUSCOLENE INVESTMENTS LLC	12881	70 COURTYARD LN	F
WV MERIDIAN LLC	12800	5190 BUFFALO GAP RD	
YATES CAROL ANN	73314	4809 CIRCLE NINETEEN	

PROP ID

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
GFC LEASING CORP	12108	5125 BUFFALO GAP RD	
DE JESUS LUIS G & MADISON R CRUZ	12797	10 COURTYARD LN	
WV MERIDIAN LLC	12800	5190 BUFFALO GAP RD	
BW GAS & CONVENIENCE	12801	5194 A BUFFALO GAP RD	
BW GAS & CONVENIENCE	12801	5194 BUFFALO GAP RD	
SNOW LINDA K	12805	20 COURTYARD LN	
R M LEASING GROUP LLC	12818	30 COURTYARD LN	
GASKIN RENEE Y	12828	40 COURTYARD LN	
DIRKS DOUGLAS W & LUCINDA	12845	50 COURTYARD LN	
TILBROOK PATTI M	12863	60 COURTYARD LN	
TUSCOLENE INVESTMENTS LLC	12881	70 COURTYARD LN	F
MILL IRON J & CO LLC	71537	5001 BUFFALO GAP RD	
YATES CAROL ANN	73314	4809 CIRCLE NINETEEN	
LYONS KENNETH F & JANICE FAYE	73448	4817 CIRCLE NINETEEN	
ELLIS RAY H III & KIMBERLY C	73579	4825 CIRCLE NINETEEN	
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GREGG ALEXANDER PROMETHEUS	73852	4834 CIRCLE NINETEEN	
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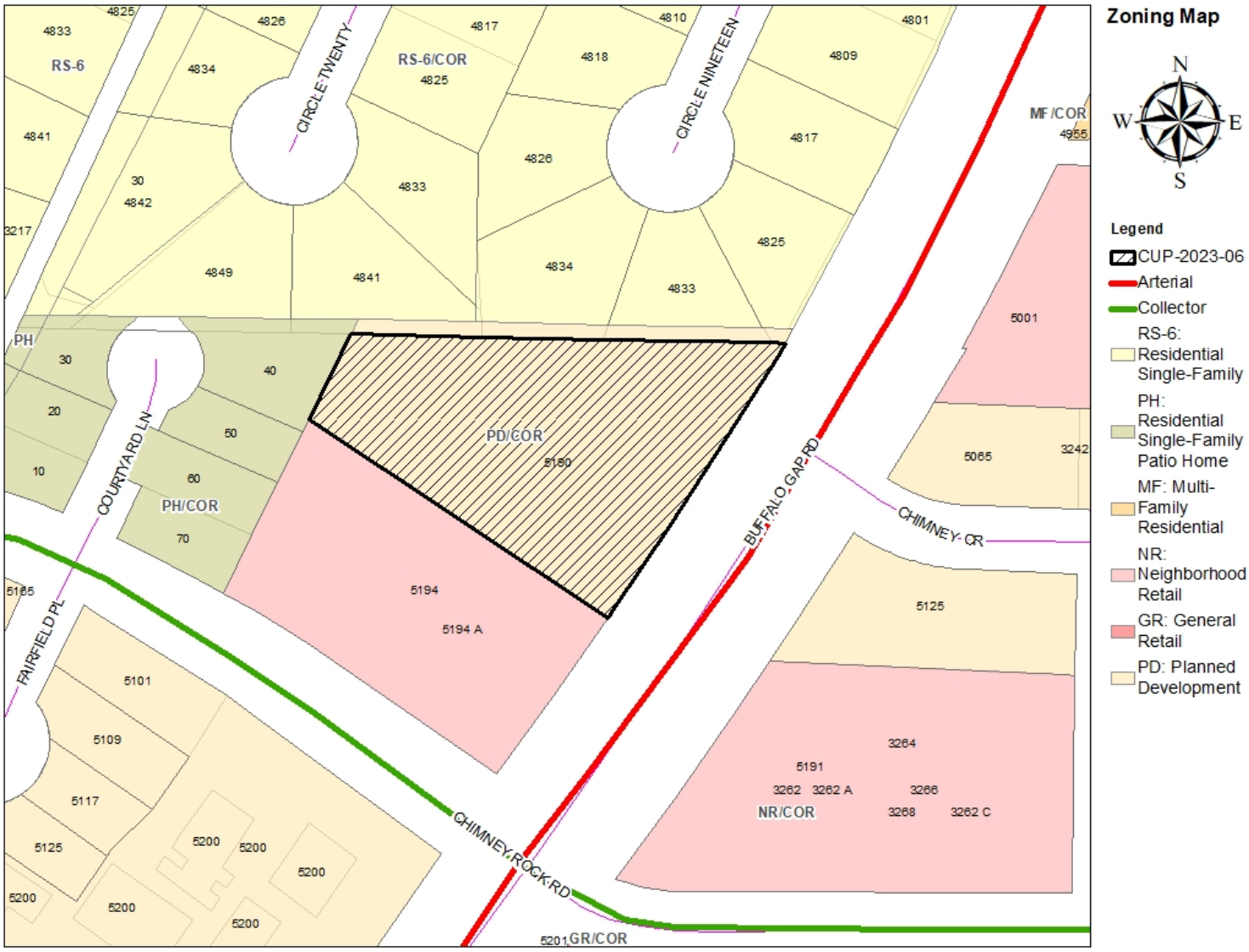
SEARFOSS KENNETH & AMBER	74932	4833 CIRCLE TWENTY	
SPESERT MATTHEW A	75046	4841 CIRCLE TWENTY	
SPESERT MATTHEW A	75046		
ROBERTS JAMES TERRY &	75166	4849 CIRCLE TWENTY	
ANDERS BRYCE L & SHARON D	75287	4842 CIRCLE TWENTY	
ANDERS BRYCE L & SHARON D	75287	30 COURTYARD LN	
R M LEASING GROUP LLC	75288		
HEAD JUSTIN & CHLOE	75405	4834 CIRCLE TWENTY	
SKINNYS INC	75547	3262 C CHIMNEY ROCK RD	
SKINNYS INC	75547	3262 A CHIMNEY ROCK RD	
SKINNYS INC	75547	3266 CHIMNEY ROCK RD	
SKINNYS INC	75547	5191 BUFFALO GAP RD	
SKINNYS INC	75547	3264 CHIMNEY ROCK RD	
SKINNYS INC	75547	3262 CHIMNEY ROCK RD	
SKINNYS INC	75547	3268 CHIMNEY ROCK RD	
COULTER NATHAN	76665	5065 BUFFALO GAP RD	

LOCATION MAP

Case # CUP-2023-06
June 21, 2023

ZONING MAP


Zoning Map
N
W
E
S
Legend
CUP-2023-06
Arterial
Collector
RS-6: Residential Single-Family
PH: Residential Single-Family Patio Home
MF: Multi-Family Residential
NR: Neighborhood Retail
GR: General Retail
PD: Planned Development
RS-6
RS-6/COR
CIRCLE TWENTY
CIRCLE NINETEEN
MF/COR
PH
PH/COR
PD/COR
COURTYARD LN
FAIRFIELD PL
BUFFALO GAP RD
CHIMNEY CR
CHIMNEY ROCK RD
NR/COR
GR/COR

ORDINANCE NO. 15-2010

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE, CONCERNING PDD-130 A PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

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

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

PASSED ON FIRST READING this 10th day of June A.D. 2010.

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, 2010, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 24th day of June, 2010, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 24th day of June, A.D. 2010.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. 15-2010

Exhibit "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in possession of the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All development in the Planned Development District shall be in accordance with any maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development District and are hereby incorporated by reference and included as part of this ordinance.

All use and development within the Planned Development District must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in the herein said Planned Development District shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Subpart E, Abilene Municipal Code, known as the Zoning Ordinance of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From "LC/COR" (Limited Commercial District with Corridor Overlay) to "PDD-130/COR" (Planned Development District with Corridor Overlay).

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

PART 5: Legal Description. The legal description of this PDD is as follows:

Lot 10, Block A, Countryside South Section 3

Location: 5190 Buffalo Gap Road

PART 6: Purpose. The purpose of the Planned Development District (PDD) is to allow for limited commercial uses and to include auto repair service uses.

PART 7: Specific Modifications. The City of Abilene Zoning Ordinance provisions for the LC zoning district apply to the development of this property, except as modified below.

I. PERMITTED USES:

A. Uses permitted in the Neighborhood Retail (NR) district and to include the following use permitted by right:

- Minor auto repair services to include brakes, air conditioning, mufflers, shocks, and other similar services.

PART 8: Development Schedule. If a Certificate of Occupancy is not approved within 18 months of the date of this ordinance, the Planning Director may initiate rezoning of the PDD to the previous zoning designation.

- END -

2023 Development Application

Zoning Application Page 1 of 3

Planning

- [x] 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: SUPER SUDS CARWASH

Address: 5190 BUFFALO GAP RD Number of Lots: 1 Acreage: 1.0988

Legal Description: COUNTRYSIDE SOUTH, SEC 3, BLOCK A, LOT 10, CONT

Subdivision Name: COUNTRYSIDE SOUTH Block: A Lot: 10

Current Zoning: PDD-130/COR Proposed Zoning (if applicable):

OWNER AND AUTHORIZATION

Owner Name: WV MERIDIAN, LLC

Address: 1500 RANKIN HIGHWAY

City, State, Zip: MIDLAND, TX 79701 Fax:

Phone: Email:

Agent Name: ERIC EMERSON

Address: 3766 WOODRIDGE DR

City, State, Zip: ABILENE, TX 79605 Fax:

Phone: 325-660-8428 Email: SUPERSUDSABILENE@GMAIL.COM

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature of Owner: Date: 5/29/23

FOR OFFICE USE ONLY

Received:	Fee: $	Receipt No.:
Case No.:		Reviewed By:

2023 Development Application

Disclosure of Interest

Disclosure Questions

Every question must be answered. If the question is not applicable, answer with "N/A".

***NOTE:** If the Project Representative is not the Property Owner, this form must be filled out by **both** the Property Owner and the Project Representative.*

A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? ○ Yes ● No

B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest in the property or application referenced on reverse side.

_____

_____

C. State all information upon which you base the belief (use additional paper, if necessary).

_____

_____

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Abilene, Texas, as changes occur.

Name of Certifying Person *(print)*: ERIC EMERSON

Property Owner ☐ Project Representative ☒

Signature of Certifying Person: _____

*Mayor, City Council members, Planning and Zoning Commission members, and Zoning Board of Adjustment members

**City Manager, City Secretary, City Attorney, and all department heads

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: _____

DATE: 5/30/23

ABILENE TEXAS

Owner Authorization and Representative Designation

Property Description

Subdivision: COUNTRYSIDE SOUTH
Total Number of Acres: 1.0988
Zoning Classification(s): PDD - 130/COR
Total Number of Lots: 1
Location: 5190 BUFFALO GAP ROAD

Property Owner Information & Authorization

Name/Company: WV MERIDIAN, LLC
Address: 1500 RANKIN HIGHWAY
City: MIDLAND State: TX Zip Code: 79701
Phone: Email:

Project Representation (check one):

☐ I will represent the application myself; OR

☒ I hereby designate ERIC EMERSON (*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: M. Brandon Williams **Date:** 05-25-2023

STATE OF: TEXAS

COUNTY OF: TAYLOR

BEFORE ME, a Notary Public, on this day personally appeared M. Brandon Williams (*printed property owner's name*) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 25th day of May, 2023

ALICE R. OGDEN
NOTARY PUBLIC
ID# 2749618
State of Texas
Comm. Exp. 05-28-2024

Alice R. Ogden
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☒ Purchaser ☐ Tenant ☐ Preparer ☐ Other(*specify*): _____

Name: ERIC EMERSON Company: EZ HOLDINGS, LLC
Address: 3766 WOODRIDGE DR City: ABILENE State: TX
Zip Code: 79605 Number: 325-660-8428 Email: SUPERSUCKABILENE@GMAIL.COM

NOTE: Bearings shown hereon are based on Geodetic North, determined by G.P.S. observations.

NOTE: There may be easements on or near this property which are not reflected by title commitment or this survey plat.

EASEMENT NOTES FROM TITLE COMMITMENT SCHEDULE B:
10.b. subject to, shown hereon.
10.c. subject to, shown hereon.

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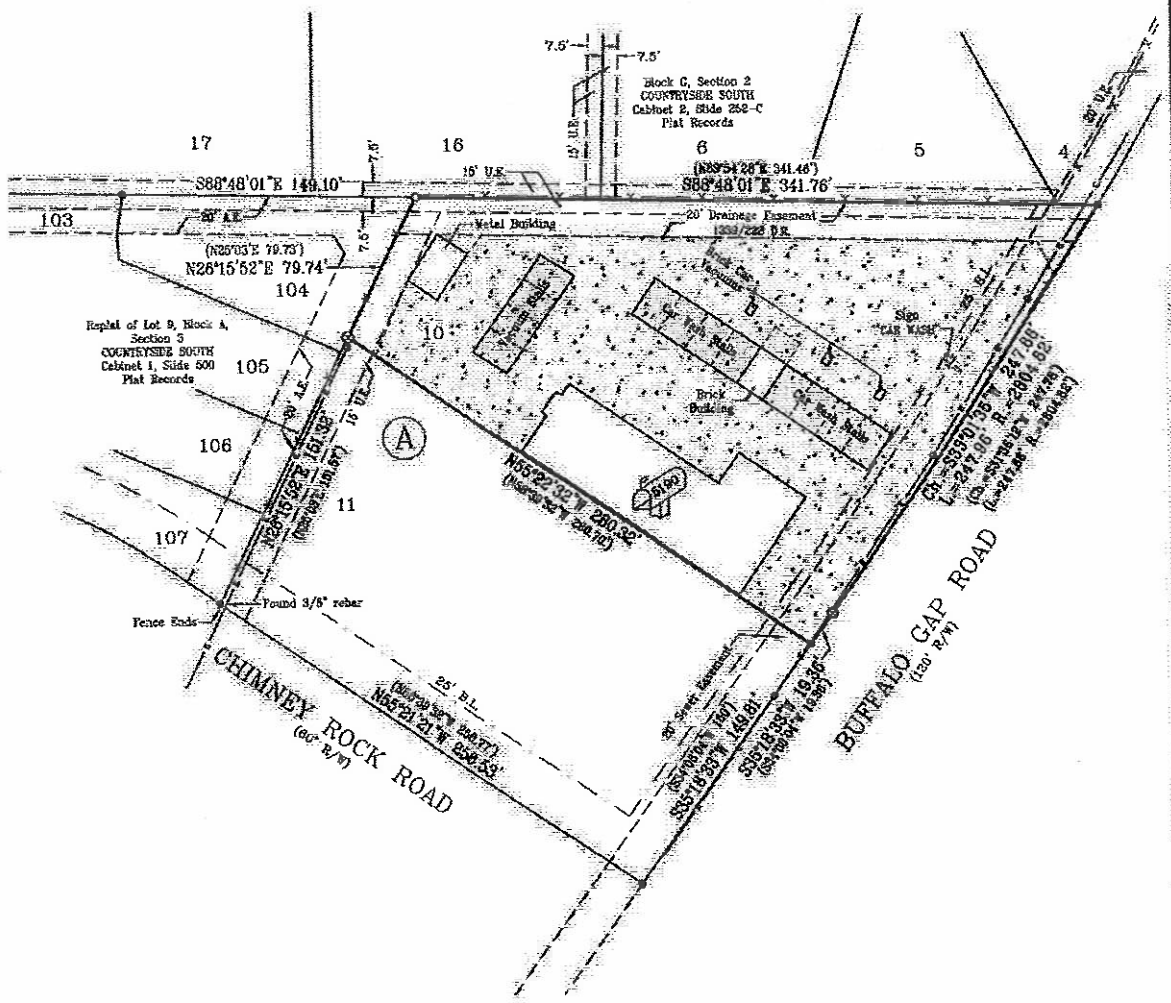
0 60 120
SCALE IN FEET
Scale: 1"= 60'

Legend

- Found 1/2" rebar unless noted otherwise
- Found "X" in Concrete
- Set "X" in Concrete
- Set 5/8" rebar
- Fence
- Power Pole
- Overhead Power Line
- ( ) = Recorded Call
- A.E. = Access Easement
- U.E. = Utility Easement
- B.L. = Building Setback Line
- R/W = Right of Way
- Ch. = Chord
- R. = Radius
- L. = Length
- Concrete
- Covered Concrete
- Gravel



E2 Holdings, LLC
5190 Buffalo Gap Road
Abilene, Texas 79606
GF No. WTA-80C-48802324088-MR

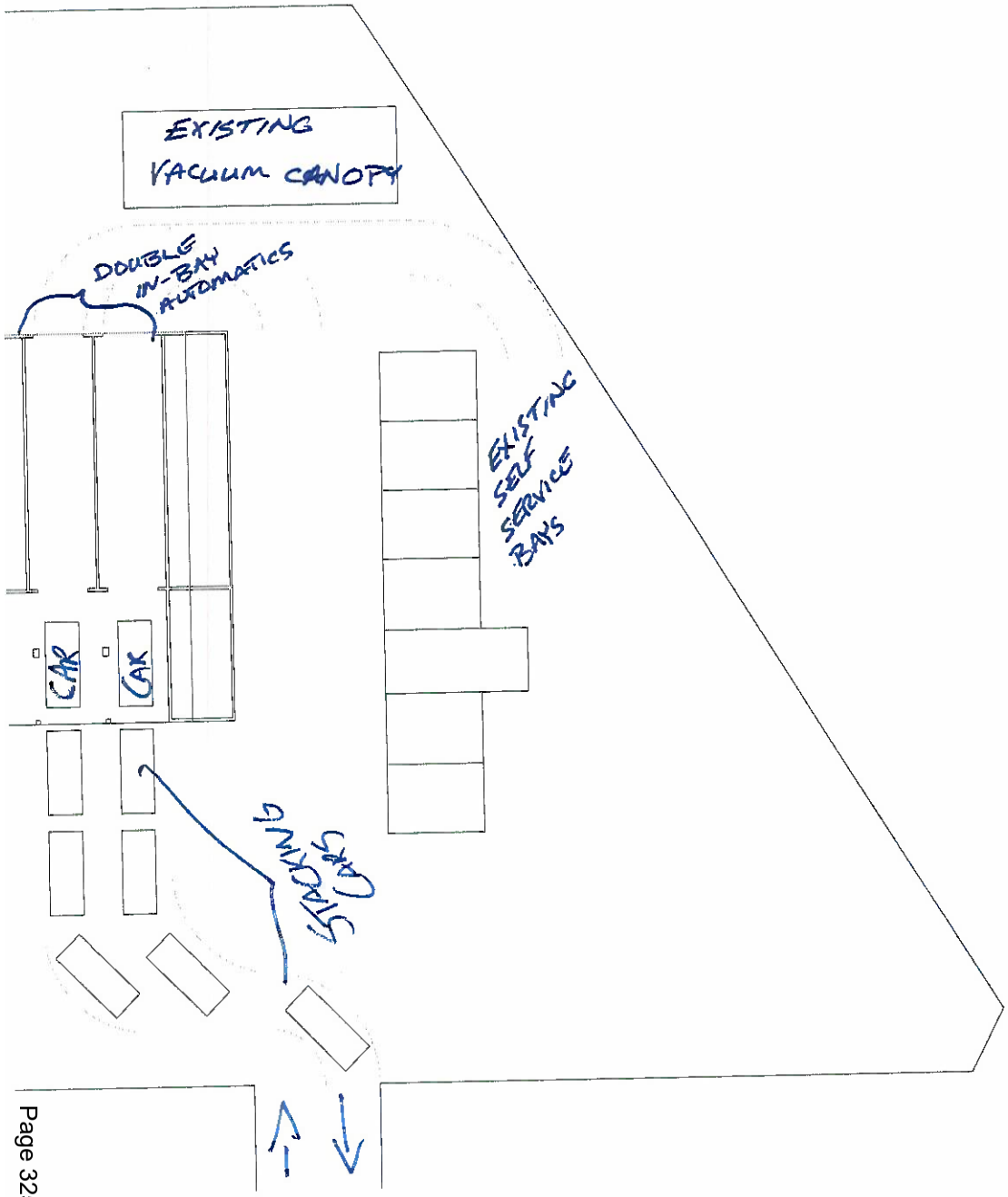
I hereby certify to E2 Holdings, LLC and West Texas Abstact & Title Company, this to be a correct plat showing the location of the improvements situated upon Lot 10, Block A, of Lots 10 & 11, Block A, Lot 2, Block B, Continuation of Section 3 and Lot 101 & 102 Replat of Lot 1, Block B of Section 3, Countryside South Addition, an Addition to the City of Abilene, Taylor County, Texas, according to the plat recorded in Volume 1, Page 25, Plat Records, Taylor County, Texas.
Surveyed on the ground May 17, 2023.

STATE OF TEXAS
REGISTERED
JAMES L. WILLIAMS, JR.
4885
PROFESSIONAL
LAND SURVEYOR

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

GEOTEX PROPERTY SOLUTIONS 4701 S. 3rd Street Abilene, Texas 79605 325-677-6712 Firm Registration No. 10194134	File No: 380-69-23 File Name: 5190 Buffalo Gap Location: D:\ABILENE\2023\ Geotex Property Solutions Drawn by: © 2023 All Rights Reserved RL	GEOTEX PROPERTY SOLUTIONS	James L. Williams, Jr. RPLS #4885

5190 BUFFALO GAP



Fence w/ Barrier Trees
Fence w/ Barrier Trees
Fence w/ Barrier Trees
Townhouses with no windows facing site
Abby's Bottles & Brew
Liquor store
Yesway
Convenience store
89
Layers
Google

5190 Buffalo Gap Rd
CUP Plan of Operation

The Conditional Use Permit (CUP) is being requested for the operation of a car wash. To the best of our knowledge, this wash has already existed and operated for 25+ years at this site. The CUP is necessary because the car wash has been closed for over six months due to COVID-19 ramifications in 2021. As this location has historically operated as a car wash for decades, we believe re-granting a CUP for this site is appropriate. It is our belief that there is a need for a well-operated self-service car wash in this area. In addition, we are excited to offer a "touch-free" in-bay automatic as a differentiator from any other wash in the entire Abilene car wash market. We currently operate self-service and in-bay washes at 5 locations in Abilene as Super Suds Car Wash.

The plan is to revitalize and re-open the existing self-service car wash on the site. We envision using 6 of the 8 existing self-service bays for customers to hand wash their cars. We plan to remove the 2 bays closest to Buffalo Gap Road to facilitate traffic flow due to the Buffalo Gap Road renovation and the combining of the two existing ingress/egresses into one new drive. We plan to maintain self-service vacuums where they are currently housed under the canopy at the back of the site.

In addition, the existing tire shop on the property will be renovated to house two in-bay automatics within the structure. The planned renovations include removing the retail front of the store and approximately 15' from the back of the building. These two in-bay automatics will be fully contained within the building, including all blowers for drying the car. Each in-bay automatic will have entrance and exit openings of approximately 12'x12'.

The largest potential issue of a car wash is noise. The dryers of the in-bay automatics are the largest sound generators. We will place the dryers inside the building to muffle the noise level. The manufacturer's dryer literature says our set-up will produce 95 decibels at 10 ft from the building, dropping to 76 decibels at 60 ft. We have measured dimensions and anticipate our building being 120 ft from the back of the property line, at which dryer noise will be negligible at most. We do not believe our other equipment will generate noise levels higher than the wash and tire shop have generated in the past and will not add to the traffic noise of Buffalo Gap Road that neighboring lots already experience. We will install appropriate signage concerning radio volume and monitor customers' radio volume when staff is on site. Fences and trees are effective sound barriers, and all houses backing up to the site have existing 6-8' wooden fencing, as well as large trees along the fence line. Therefore, the noise of the normal operation of both the in-bay automatics and self-service bays will not materially alter the existing noise pollution of surrounding lots.

The self-service and in-bay car wash models necessitate the site to be well-lit. We will seek to use directional LED lighting that does not create undue light pollution for residential neighbors.

In conclusion, this site has already functioned as a self-service car wash for many years, and we believe that re-approving a CUP for operations is appropriate. The rehabilitation of the existing wash, as well as an update and redesign of the tire shop building, will be a positive contribution to Buffalo Gap's thriving commercial corridor, and the effect on neighboring lots will be minimal and within the bounds of what the site has historically produced.

CONDITIONAL USE PERMIT

Case:	CUP-2023-06
Owner:	WV Meridian, LLC
Agent:	Eric Emerson
Request:	A CUP to allow for the reopening of a carwash on a site zoned PDD-130/COR.
Location:	5190 Buffalo Gap Road
Notification:	1 in Favor, 0 Opposed
Planning & Zoning:	July 5, 2023
Council Hearing:	July 27, 2023 August 10, 2023

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

Aerial Map

N
W E
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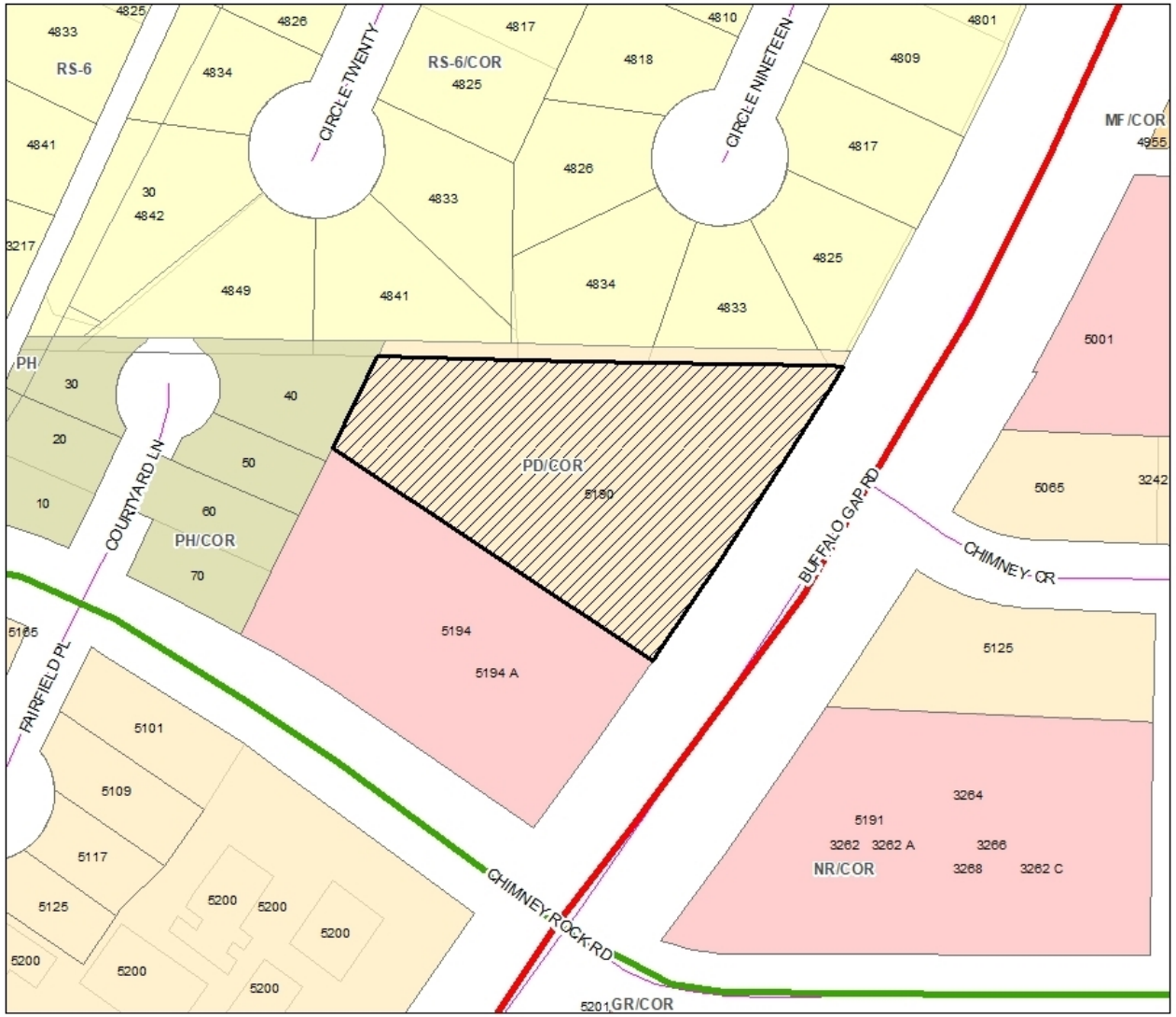
Legend

- CUP-2023-06
- CourierParcels

CITY OF ABILENE TEXAS

ZONING MAP



Zoning Map

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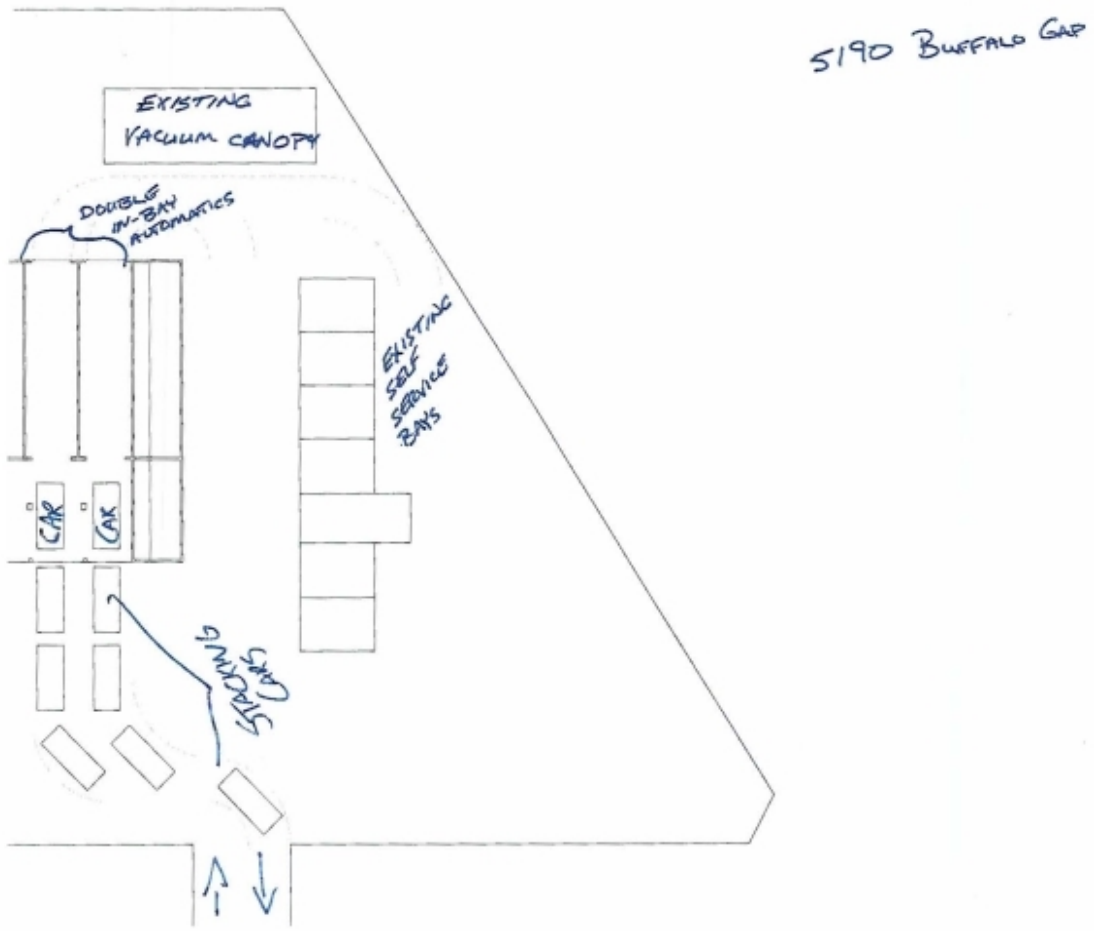
Legend

- CUP-2023-06
- Arterial
- Collector
- RS-6: Residential Single-Family
- PH: Residential Single-Family Patio Home
- MF: Multi-Family Residential
- NR: Neighborhood Retail
- GR: General Retail
- PD: Planned Development

CITY OF ABILENE TEXAS

PROPOSED SITE LAYOUT



CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY

Subject Property

North Neighboring Property

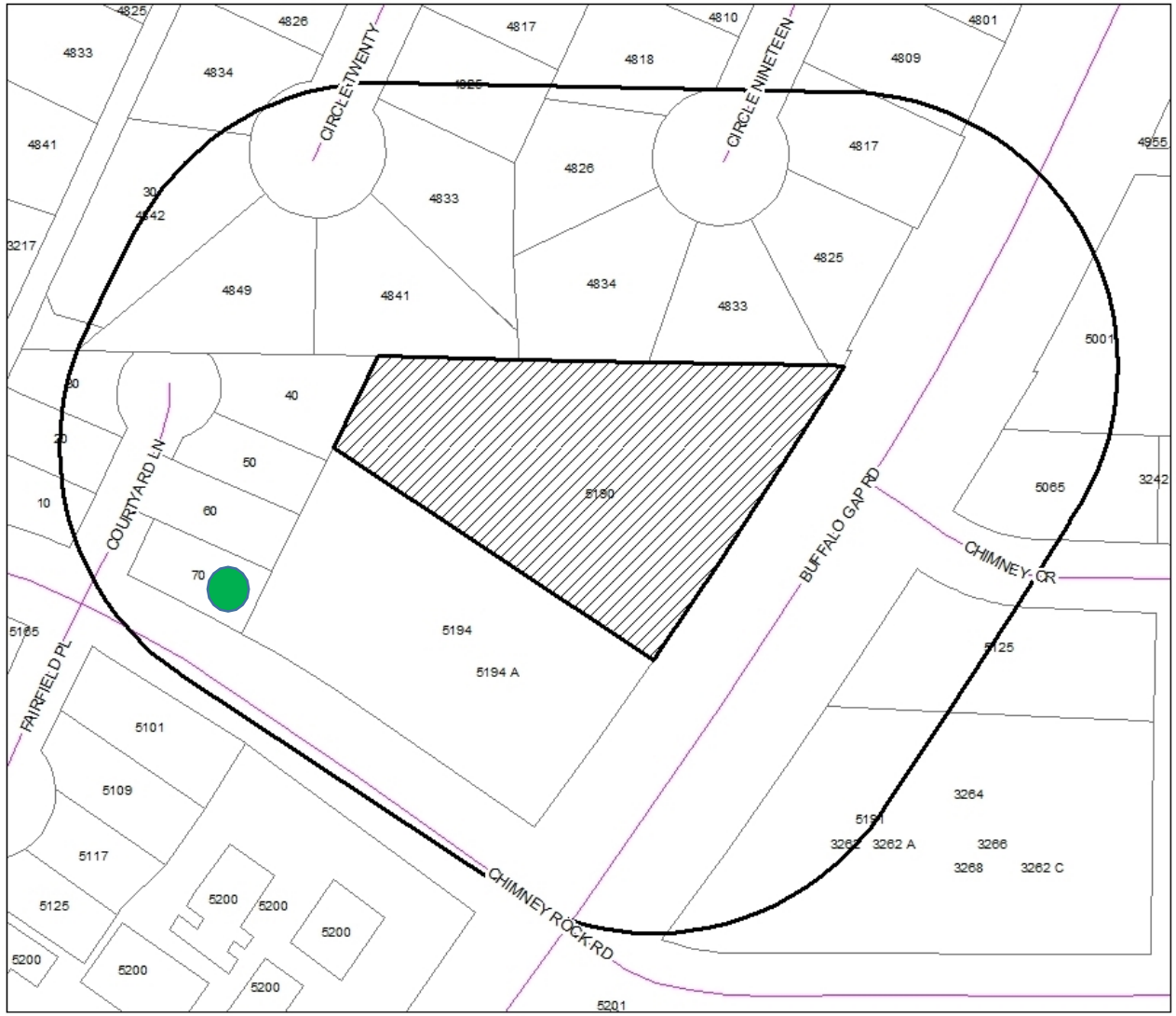
South Neighboring Property

West Neighboring Property

East Neighboring Property

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



Notification Map

N
W E
S

Legend

Notification Area

CUP-2023-06

1- In Favor-

0- Opposed-

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The proposed request is **not** consistent with the Comprehensive Plan, but is consistent with:

- The surrounding uses and zoning and historic use of the site;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.

P&Z Recommendation: **Approval**, subject to the following conditions:

1. Compliance with the proposed Plan of Operation.
2. Approval of a site plan that indicates the location and dimensions of the proposed automatic wash bay.

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

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

SUBJECT: **14. Ordinance (Final Reading) TC-2023-04: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Southside Baptist Church To Abandon An Alley Located At 1425 South 7th Street. *(Tim Littlejohn)***

GENERAL INFORMATION

Abandonment of an alleyway connecting South 7th Street and South 8th Street.

SPECIAL CONSIDERATIONS

This alleyway, located in Original Town Abilene, is an active alley between two buildings owned by Southside Baptist Church, built in 1960. Currently, a non-conforming structure connects the two buildings across the alley. The agent for the applicant reached out to the Planning Department prosing to fence off this area, but was advised by staff that abandonment of the alley would negate the need for a fence and would, if approved, eliminate the non-nonconformity.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff would not object to this request subject to the following conditions:
1. The subject alley 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 alley right-of-way shall be covered by a utility easement or relocated at the owners' expense.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval with conditions by a vote of 6-0.

ATTACHMENTS:

1. TC-2023-04 Ordinance
2. TC-2023-04 Staff Report
3. Initial DRC Review
4. TC-2023-04 Exhibit
5. TC-2023-04 Presentation

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF A PUBLIC ALLEY LOCATED BETWEEN PALM STREET AND POPLAR STREET, EXTENDING FROM SOUTH 7TH STREET TO SOUTH 8TH 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 utilized as a public alley between the afore referenced public streets, 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 27th day of July, 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 17th day of June, 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 27th day of July, 2023, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 10th day of August, 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 alley way extending South from S 7th St. to S 8th St, 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 or relocated at the owners' expense.

-END-

THOROUGHFARE CLOSURE TC-2023-04 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 5, 2023
City Council 1st Reading: July 27, 2023
City Council 2nd Reading: August 10, 2023

Applicant
Owner: Southside Baptist Church
Agent: Taylor Routon

Case Manager
Clarissa Ivey

Request
Abandonment of an alleyway connecting South 7th Street and South 8th Street.

Background
The subject is alley is located in Original Town Abilene and is an active alley between two buildings owned by Southside Baptist Church, built in 1960. Currently a non-conforming structure connects the two buildings across the alley, the agent for the applicant reached out to the Planning Department prosing to fence off this area, but was advised by staff that abandonment of the alley would negate the need for a fence and would, if approved, eliminate the non-nonconformity.

Assessment

The Development Review Committee reviewed this request and had the following comments:

AEP
- AEP Texas has an existing 3 phase 12.47 kV in this alley that feeds the church and a house on the south side of the alley. AEP will need either a 15' utility easement to cover this utility or the rerouting of the utility at the expense of the owner.
- If the utility is rerouted, there would also be a requirement to redo the metering point for the church and require a new utility easement on the south side of the site to cover the rerouted line to provide service to the homeowner on the southeast side of the subject site.

Atmos Energy
- The alley has a gas running the length of the alley. A utility easement is required if the alley is abandoned to cover this utility.

Public Works
- A sewer line is located in the alley. It appears that this line is primarily servicing the church. Solid waste is currently collected for the residence at 782 Poplar Street from the street, rather than the alley. The alley closure would not affect that home.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval** subject to the following conditions:

1. The subject alley 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 alley right-of-way shall be covered by a utility easement or relocated at the owners' expense.

Notification

Owner

Owner	Property ID	Situs	Response
CGB RENTALS LLC	44931	643 PALM ST	
INGRAM MIKE R	57720	1441 S 8TH ST	
LARA DAVID & MARIE K	993956	625 PALM ST	
MAY KRISTIAN R	44686	626 POPLAR ST	
MAY KRISTIAN R	44686	628 POPLAR ST	
MEONO CLAUDIA IVETTE DIAZ ETAL	57470	817 PALM ST	
PRICE CHARLES ALLEN	39319	782 POPLAR ST	
RODRIGUEZ NORA H DEL RIO &	57587	1429 S 8TH ST	
RODRIGUEZ NORA H DEL RIO &	57587	1429 1/2 S 8TH ST	
ROSETTI MARY T	55485	810 POPLAR ST	
ROSETTI MARY T	55603	818 POPLAR ST	
SOUTH SIDE BAPTIST CHURCH	55355	802 POPLAR ST	
SOUTH SIDE BAPTIST CHURCH	39203	766 POPLAR ST	
SOUTHSIDE BAPTIST CHURCH	38722	758 POPLAR ST	
SOUTHSIDE BAPTIST CHURCH	38722	1425 S 7TH ST	F
SOUTHSIDE BAPTIST CHURCH	38722	701 PALM ST	
WRIGHT PATSY P LIFE ESTATE	44799	642 POPLAR ST	
WRIGHT PATSY P LIFE ESTATE	44799	1426 S 7TH ST	

Prop ID

Owner	Property ID	Situs	Response
SOUTHSIDE BAPTIST CHURCH	38722	758 POPLAR ST	
SOUTHSIDE BAPTIST CHURCH	38722	1425 S 7TH ST	F
SOUTHSIDE BAPTIST CHURCH	38722	701 PALM ST	
SOUTH SIDE BAPTIST CHURCH	39203	766 POPLAR ST	
PRICE CHARLES ALLEN	39319	782 POPLAR ST	
MAY KRISTIAN R	44686	626 POPLAR ST	
MAY KRISTIAN R	44686	628 POPLAR ST	
WRIGHT PATSY P LIFE ESTATE	44799	642 POPLAR ST	
WRIGHT PATSY P LIFE ESTATE	44799	1426 S 7TH ST	
CGB RENTALS LLC	44931	643 PALM ST	
SOUTH SIDE BAPTIST CHURCH	55355	802 POPLAR ST	
ROSETTI MARY T	55485	810 POPLAR ST	
ROSETTI MARY T	55603	818 POPLAR ST	
MEONO CLAUDIA IVETTE DIAZ ETAL	57470	817 PALM ST	
RODRIGUEZ NORA H DEL RIO &	57587	1429 S 8TH ST	
RODRIGUEZ NORA H DEL RIO &	57587	1429 1/2 S 8TH ST	
INGRAM MIKE R	57720	1441 S 8TH ST	
LARA DAVID & MARIE K	993956	625 PALM ST	

LOCATION MAP

ZONING MAP

Case # TC-2023-04
June 27, 2023

Comments List

Project Type: Thouroghfare Closure Application | **ID** # 23-000094

Michael Miller
Jun 01, 2023 at 1:25 PM ago

Alley currently has a sewer line in it however it looks as though it is primarily servicing the church. Also, 782 Poplar currently has alley garbage pickup.

Tim Littlejohn I-2478
Permits & Inspections, Jul 24, 2023 at 1:16 PM ago

Solid Waste has since moved trash service to the street.

Timothy Biggs
Jun 05, 2023 at 10:11 AM ago

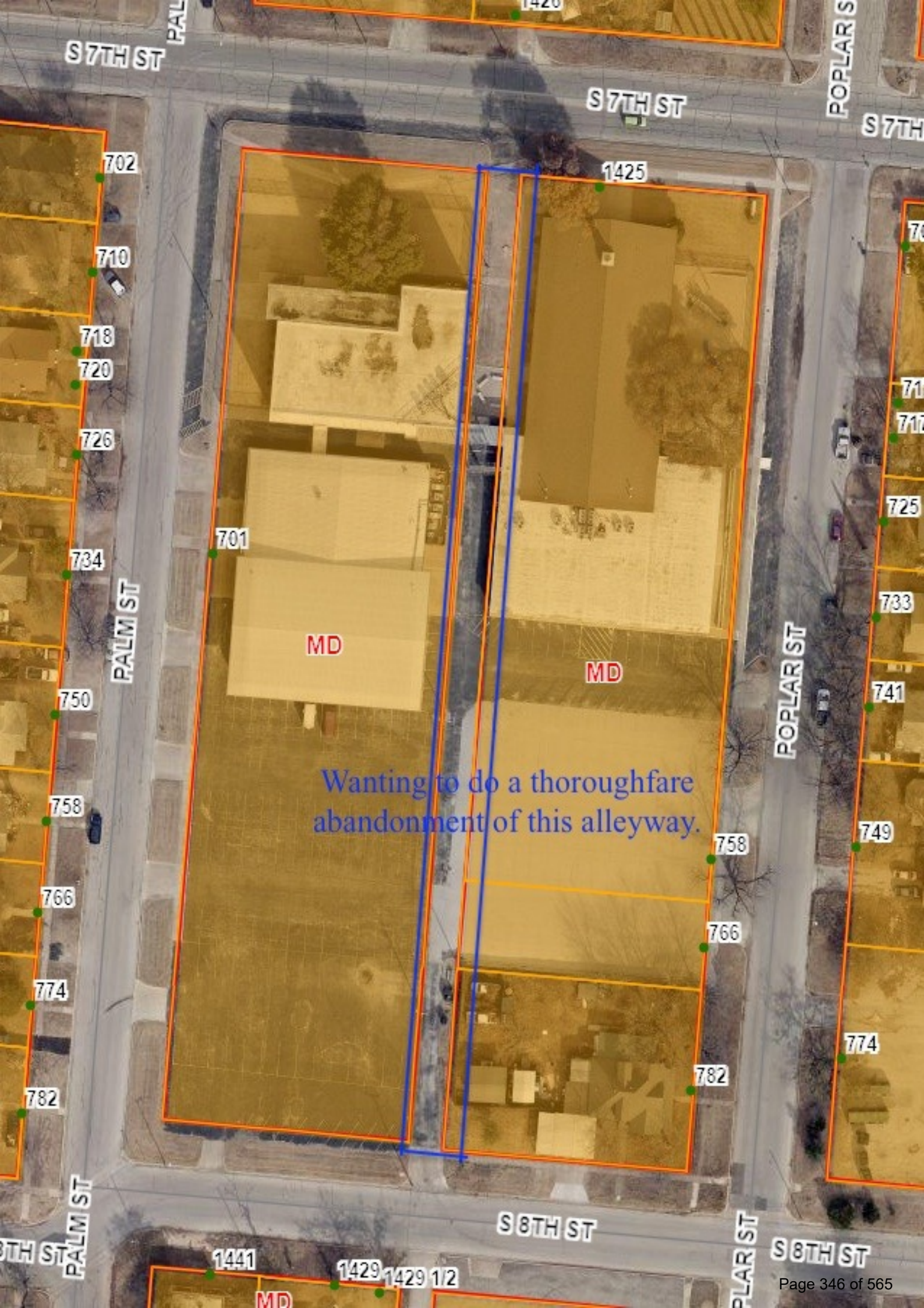
Alley has a gas line all the way through it. Would need a utility easement to be in place.

Athan Himmelstein
Planning Division, Jun 06, 2023 at 8:57 AM ago

Athan Himmelstein

AEP Texas Abilene Distribution: adhimmelstein@aep.com & 325-674-7290

AEP Texas has an existing 3 phase 12.47 kV in this alley that feeds the church and a house on the south side of the alley. Either will need a 15' utility easement to retain easement rights or get with AEP for cost of relocation of line. For cost of relocation of line, South side Baptist Church would also need to redo metering point for any relocation and in addition still need a utility easement on the southside for the homeowner on the southeast side.


S 7TH ST
S 7TH ST
POPLAR ST
S 7TH
1426
1425
702
710
718
720
726
734
750
758
766
774
782
701
PALM ST
MD
MD
POPLAR ST
725
733
741
749
758
766
774
782
Wanting to do a thoroughfare
abandonment of this alleyway.
PALM ST
S 8TH ST
S 8TH ST
1441
1429
1429 1/2
MD

THOROUGHFARE ABANDONMENT REQUEST

Case:	TC-2023-04
Owner:	Southside Baptist Church
Agent:	Taylor Routon
Request:	Abandon an alley located between South 7th Street and South 8th Street.
Notification:	1 in Favor, 0 Opposed
Planning & Zoning:	July 5, 2023
City Council Hearing:	July 27, 2023
	August 10, 2023

CITY OF ABILENE TEXAS

ABANDONMENT EXHIBIT

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

Aerial Location

N
W E
S

Legend

TC-2023-04

CourierParcels

CITY OF ABILENE TEXAS

ZONING MAP

CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY

North Neighboring Property

South Neighboring Property

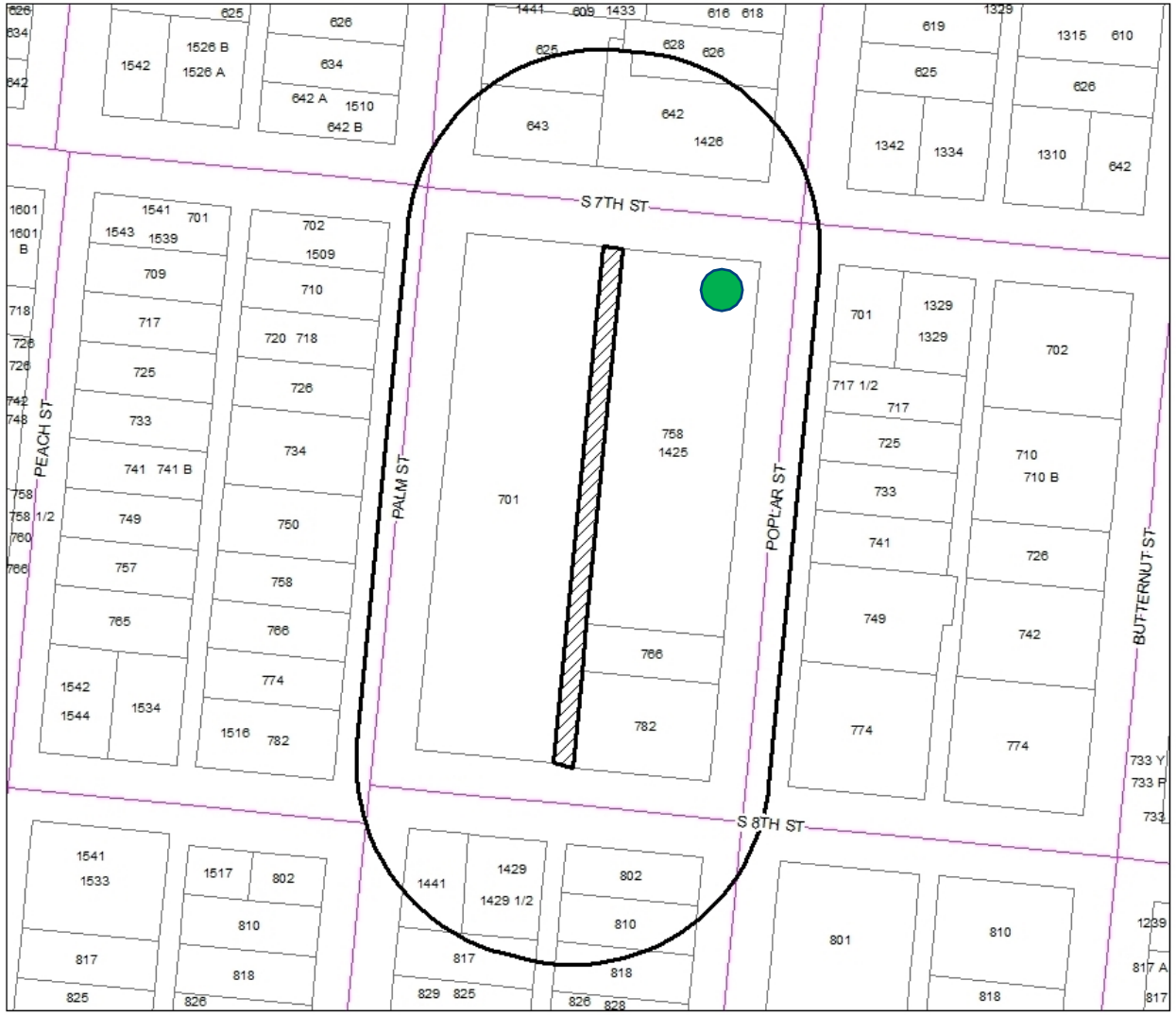
Close view of non-conformity

Subject Property (North View)

Subject Property (South View)

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



Notification Map

N
W E
S

Legend

Notification Area

TC-2023-04

1- In Favor-

0- Opposed-

0% Opposed

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

P&Z recommends **approval**, subject to:

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 or relocated at the owners' expense.

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

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

SUBJECT: **15. Ordinance (Final Reading) TC-2023-05: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Brandon Lee And Mirran Cassidy Caddell to Abandon Hilton Head cul-de-sac, Abilene, Taylor County, Texas. *(Tim Littlejohn)***

GENERAL INFORMATION

Hilton Head is a cul-de-sac in The Villages of Abilene Subdivision which was platted in 2005. The owner intends to gate off the property and address the property off of Memorial Drive.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

Planning and Zoning Commission recommends approval by a vote of 6-0 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 or relocated at the owners' expense.

4. The placement and design of the proposed gate shall be subject to approval by the Public Works Department and the Fire Marshal.

5. The owners shall be fully responsible for the maintenance of the pavement, curb, and gutter of the former Hilton Head right-of-way upon the approval of the abandonment ordinance.

ATTACHMENTS:

1. TC-2023-05 Ordinance
2. TC-2023-05 Staff Report
3. Abandonment Exhibit
4. DRC Review
5. TC-2023-05 Presentation

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF A CERTAIN PORTION OF PUBLIC RIGHT-OF-WAY FOR THAT PORTION OF HILTON HEAD EXTENDING WEST FROM MEMORIAL DRIVE; 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 Hilton Head, 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 27th day of July, 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 17th day of June, 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 27th day of July, 2023, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 10th day of August, 2023.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

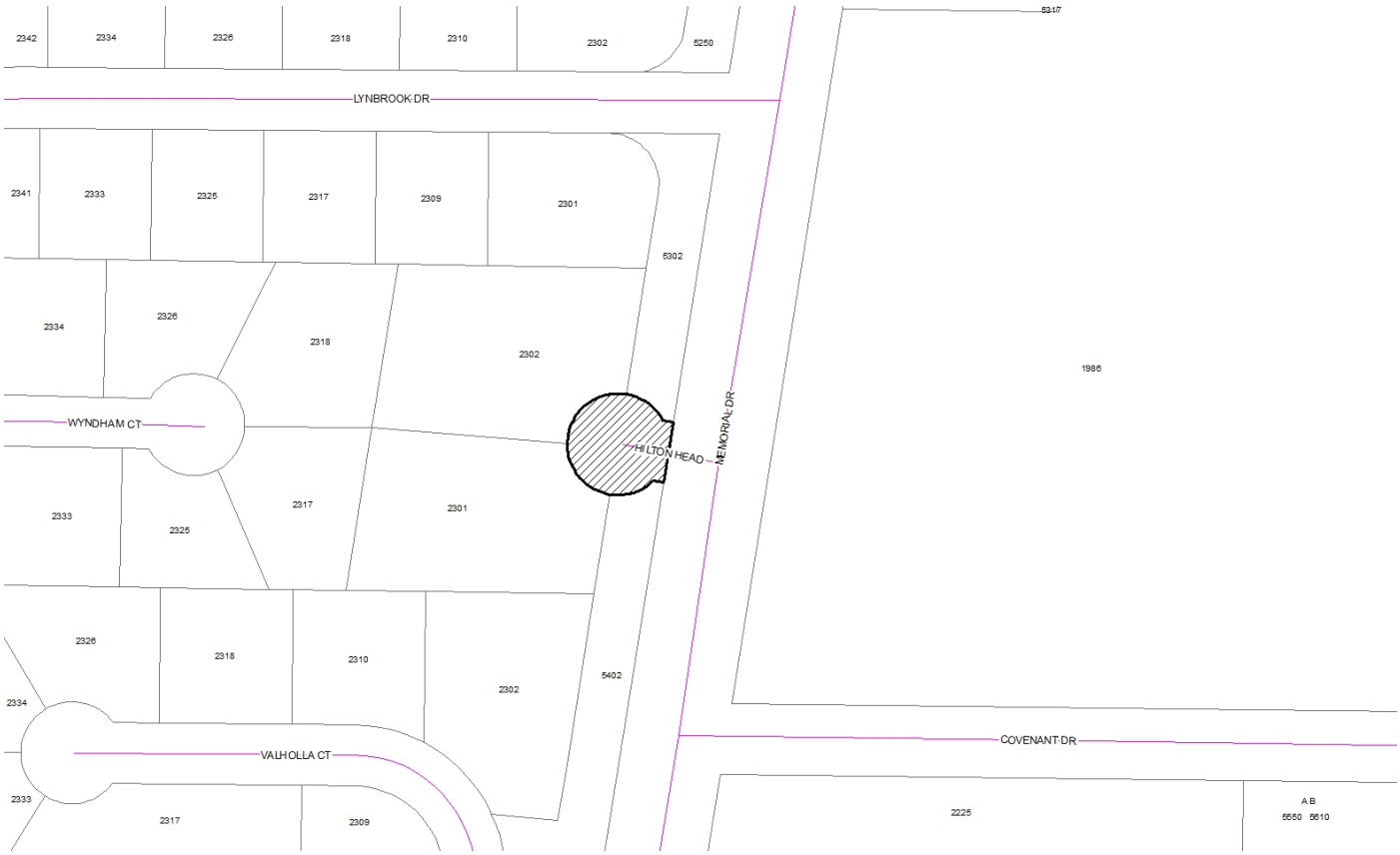
ORDINANCE NO._____

EXHIBIT "A"

The City of Abilene hereby abandons the following portion of right-of-way:

The abandonment of Hilton Head extending west from Memorial Drive, 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 or relocated at the owners' expense.
4. The placement and design of the proposed gate shall be subject to approval by the Public Works Department and the Fire Marshal.
5. The owners shall be fully responsible for the maintenance of the pavement, curb, and gutter of the former Hilton Head right-of-way upon the approval of the abandonment ordinance.



-END-

THOROUGHFARE CLOSURE TC-2023-05 STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 5, 2023
City Council 1st Reading: July 27, 2023
City Council 2nd Reading: August 10, 2023

Applicant
Owner: Brandon & Mirran Caddell
Agent: Enprotec Hibbs & Todd

Case Manager
Adam Holland

Request
Abandonment of a cul-de-sac located at 2301 Hilton Head.

Background
Hilton Head is a cul-de-sac in The Villages of Abilene Subdivision which was platted in 2005. The owner intends to gate off the property and address the property off of Memorial Drive.

Assessment

The Development Review Committee reviewed this request and had the following comments:

AEP
- This is good with our medium distribution lines. However, our high voltage lines run through this ROW, Contact Robbie Baxter rwbaxter@aep.com & 325-674-7552 if this is good with the AEP transmission group.

911/Addressing
- Abandoning Hilton Head would require the two addresses (2301 & 2302 Hilton Head) to change to Memorial Drive addresses.
- A change of address incurs a $100 fee per change of address, totaling $200.

Public Works
- Will require drainage easements for the water coming down the existing drainage facilities.

Solid Waste
- Trash pickup will be on Memorial Drive.

Planning
- The location and design of the gate shall be subject to Public Works and Fire Marshal approval to ensure that adequate space is provided behind the gate to allow vehicles to stack without extending into Memorial Drive and to allow emergency vehicle accessibility.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval** 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 or relocated at the owners' expense.
4. The placement and design of the proposed gate shall be subject to approval by the Public Works Department and the Fire Marshal.
5. The owners shall be fully responsible for the maintenance of the pavement, curb, and gutter of the former Hilton Head right-of-way upon the approval of the abandonment ordinance.

Notification

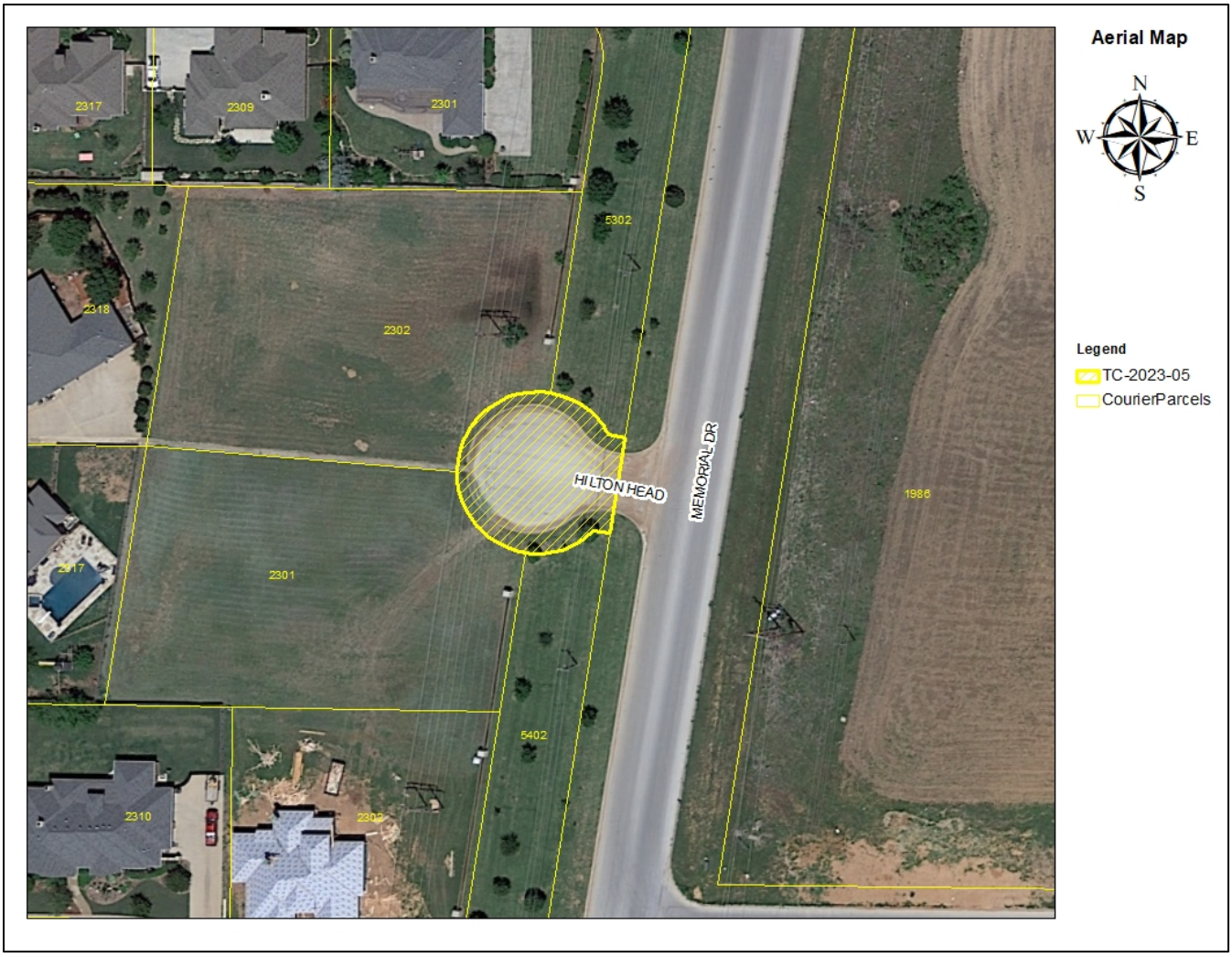
Owner

Owner	Property ID	Situs	Response
CADDELL BRANDON LEE &	107345	2301 HILTON HEAD	
CONDER WESTON	1088363	2310 VALHOLLA CT	
GRIGGS TRUST	107348	2309 LYNBROOK DR	
JOHN BERRY TRUSTEES ET AL	40354	1986 COVENANT DR	
KING JEREMY & TIFFANY	41929	2317 WYNDHAM CT	
MCFARLAND DANIEL G & DEBORAH G	107344	2302 VALHOLLA CT	
SITZES ZACHARY & AMY	107347	2301 LYNBROOK DR	
VILLAGES OF ABILENE MEADOWS LP	107354	5402 MEMORIAL DR	
VILLAGES OF ABILENE MEADOWS LP	107355	5302 MEMORIAL DR	
WEIR WOODY & NANCY	42064	2318 WYNDHAM CT	
WHITE JOHN & IRENE	107346	2302 HILTON HEAD	

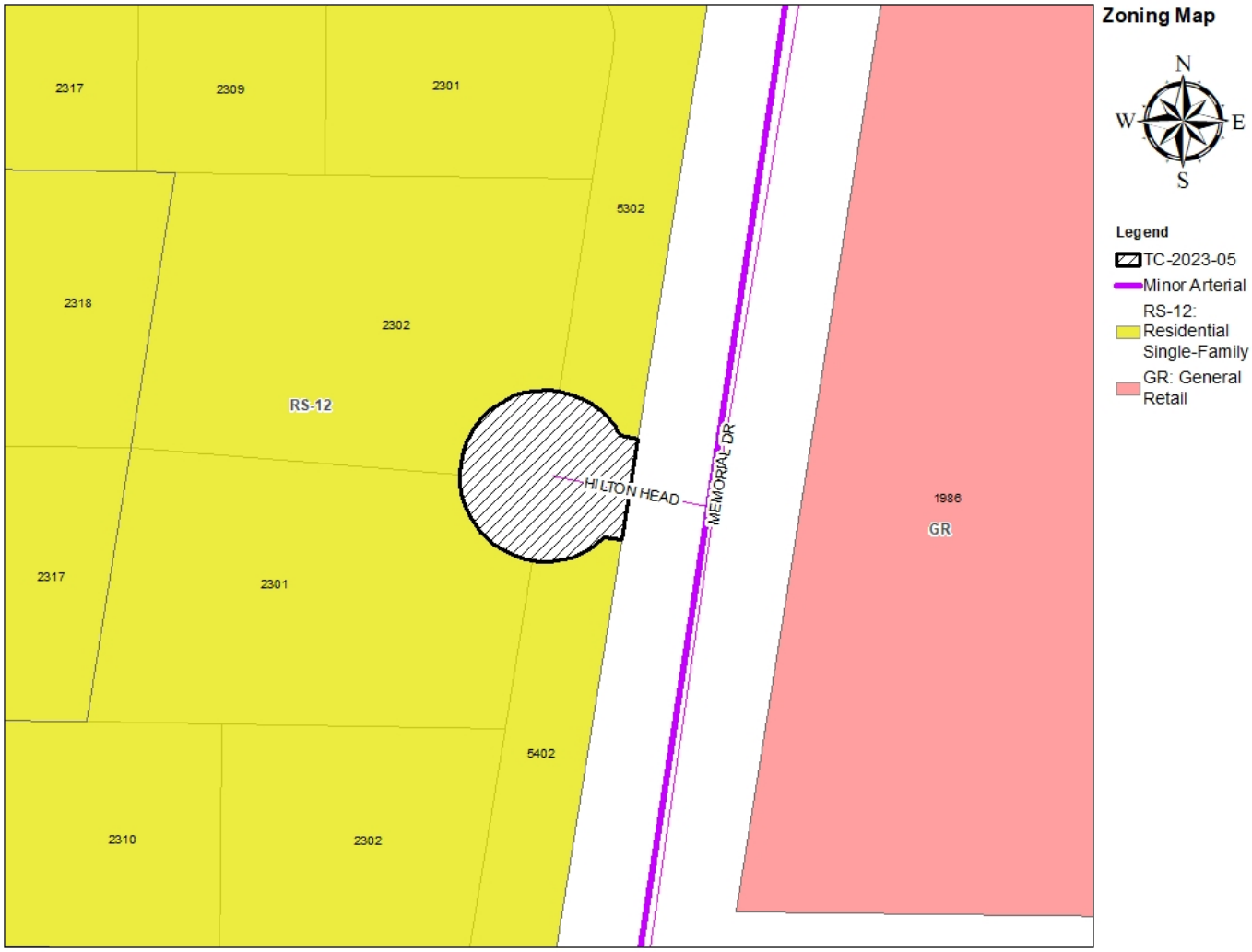
Prop ID

Owner	Property ID	Situs	Response
JOHN BERRY TRUSTEES ET AL	40354	1986 COVENANT DR	
KING JEREMY & TIFFANY	41929	2317 WYNDHAM CT	
WEIR WOODY & NANCY	42064	2318 WYNDHAM CT	
MCFARLAND DANIEL G & DEBORAH G	107344	2302 VALHOLLA CT	
CADDELL BRANDON LEE &	107345	2301 HILTON HEAD	
WHITE JOHN & IRENE	107346	2302 HILTON HEAD	
SITZES ZACHARY & AMY	107347	2301 LYNBROOK DR	
GRIGGS TRUST	107348	2309 LYNBROOK DR	
VILLAGES OF ABILENE MEADOWS LP	107354	5402 MEMORIAL DR	
VILLAGES OF ABILENE MEADOWS LP	107355	5302 MEMORIAL DR	
CONDER WESTON	1088363	2310 VALHOLLA CT	

LOCATION MAP



ZONING MAP


Zoning Map
N
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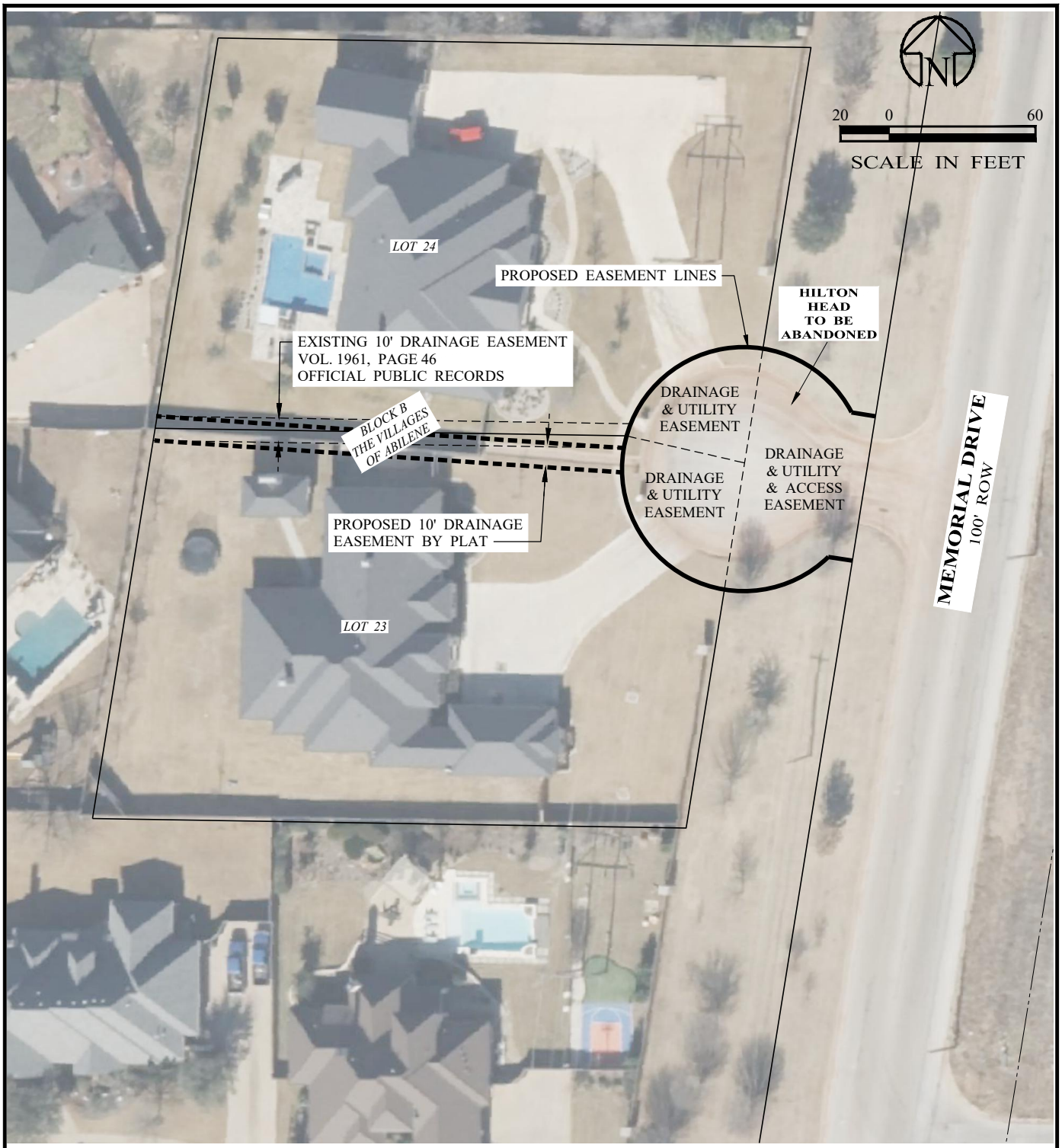
Legend
TC-2023-05
Minor Arterial
RS-12: Residential Single-Family
GR: General Retail
2317
2309
2301
5302
2318
2302
RS-12
HILTON HEAD
MEMORIAL DR
1986
GR
2317
2301
5402
2310
2302



NOTES

1. HILTON HEAD IS A PRIVATE STREET DEDICATION AND IS A DRAINAGE, STREET, UTILITY, EMERGENCY AND ACCESS EASEMENT.

EXIBIT OF
HILTON HEAD CUL-DE-SAC
LOTS 23, 24 & COMMON OPEN SPACE
BLOCK B, THE VILLAGES OF ABILENE

8615 06/23/2023

Enprotec | Hibbs & Todd
402 Cedar Street • Abilene, Texas 79601 • T: (325) 698-5560 • F: (325) 690-3240 • www.e-ht.com
PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900

P:\Projects\Private Developers\2023 Projects\8615 - Hilton Head ROW Abandonment\10. CAD\8. MISC\8615 - ROW ABANDONMENT.dwg

Comments List

Project Type: Thouroghfare Closure Application | **ID** # 23-000113

GIS Team

Permits & Inspections, Jun 05, 2023 at 9:16 AM ago PRIVATE

Blake Tulloch

GIS/Addressing Technician

Abilene/Taylor County 9-1-1 District

blake.tulloch@abilenetx.gov|(325) 676-6239

Comment(s):

- Abandoning Hilton Head would require the two addresses (**2301 & 2302 Hilton Head**) to change to Memorial Drive addresses
- A change of address incurs a $100 fee per change of address, totaling $200

Athan Himmelstein

Planning Division, Jun 06, 2023 at 8:12 AM ago

Athan Himmelstein

AEP Texas Abilene Distribution: adhimmelstein@aep.com & 325-674-7290

This is good with our medium distribution lines. However, our high voltage lines runs through this ROW, Contact Robbie Baxter rwbaxter@aep.com & 325-674-7552 if this is good with the AEP transmission group.

Michael Miller

Jun 06, 2023 at 11:45 AM ago

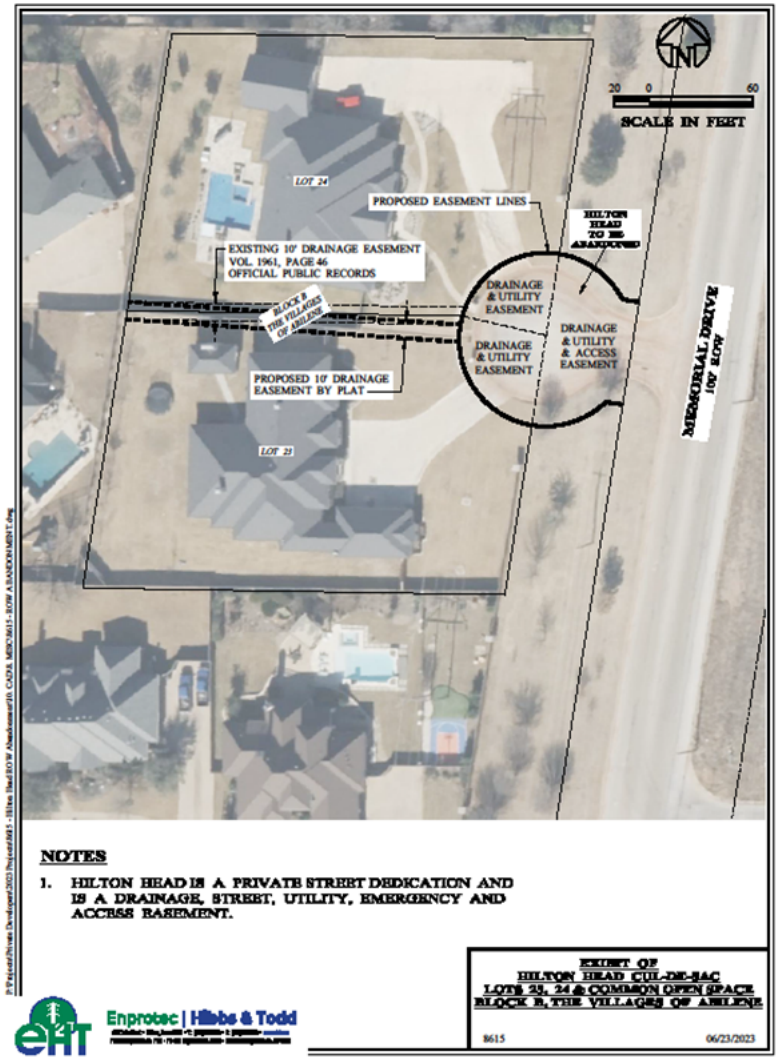
Will require a drainage easements for the water coming down the existing drainage facilities.

THOROUGHFARE ABANDONMENT REQUEST

Case:	TC-2023-05
Owner:	Brandon & Mirran Caddell
Agent:	Enprotec Hibbs & Todd
Request:	Abandon a cul-de-sac at 2301 Hilton Head
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	July 5, 2023
City Council Hearing:	July 27, 2023
	August 10, 2023

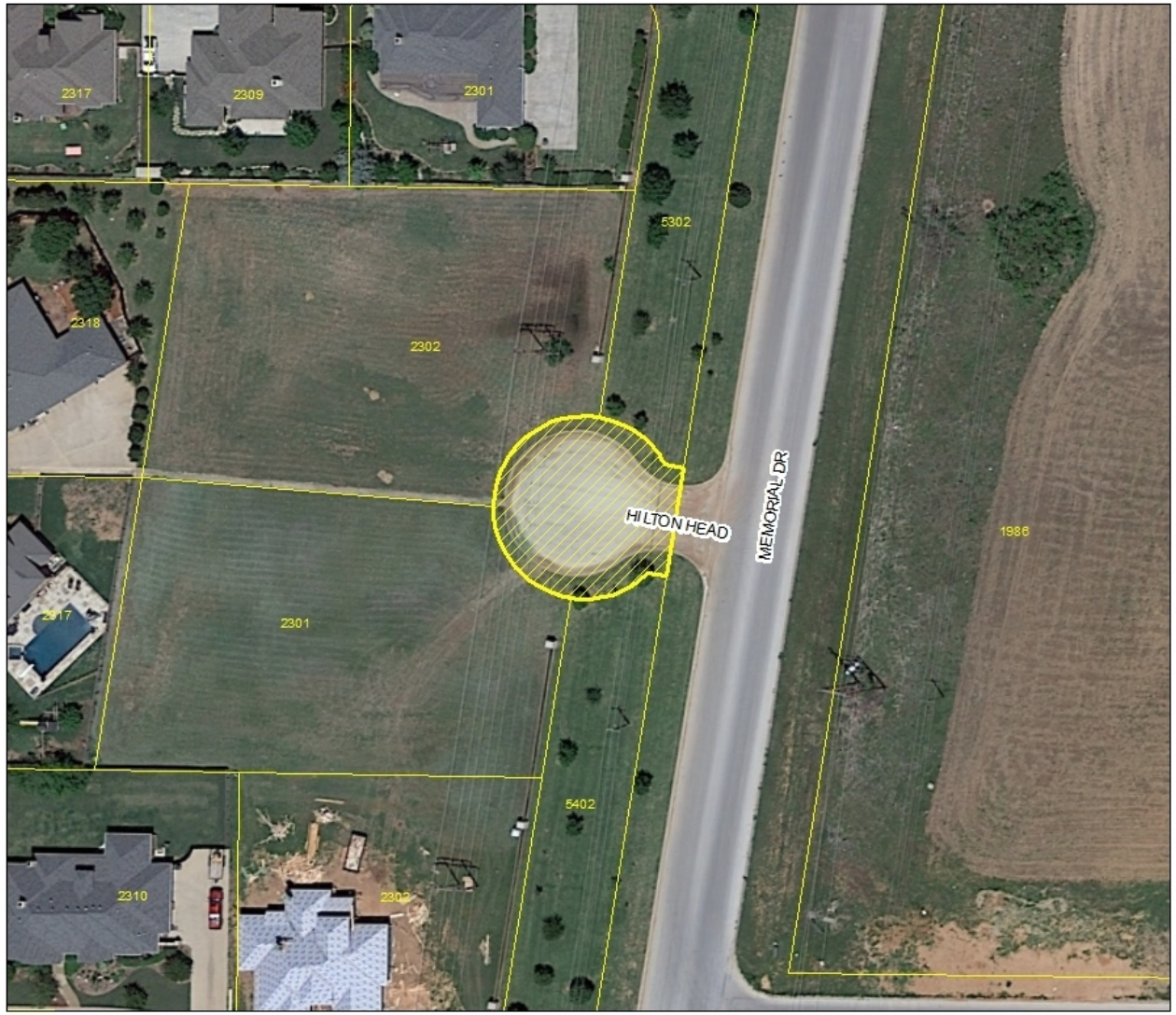
CITY OF ABILENE TEXAS

ABANDONMENT EXHIBIT



CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



Aerial Map

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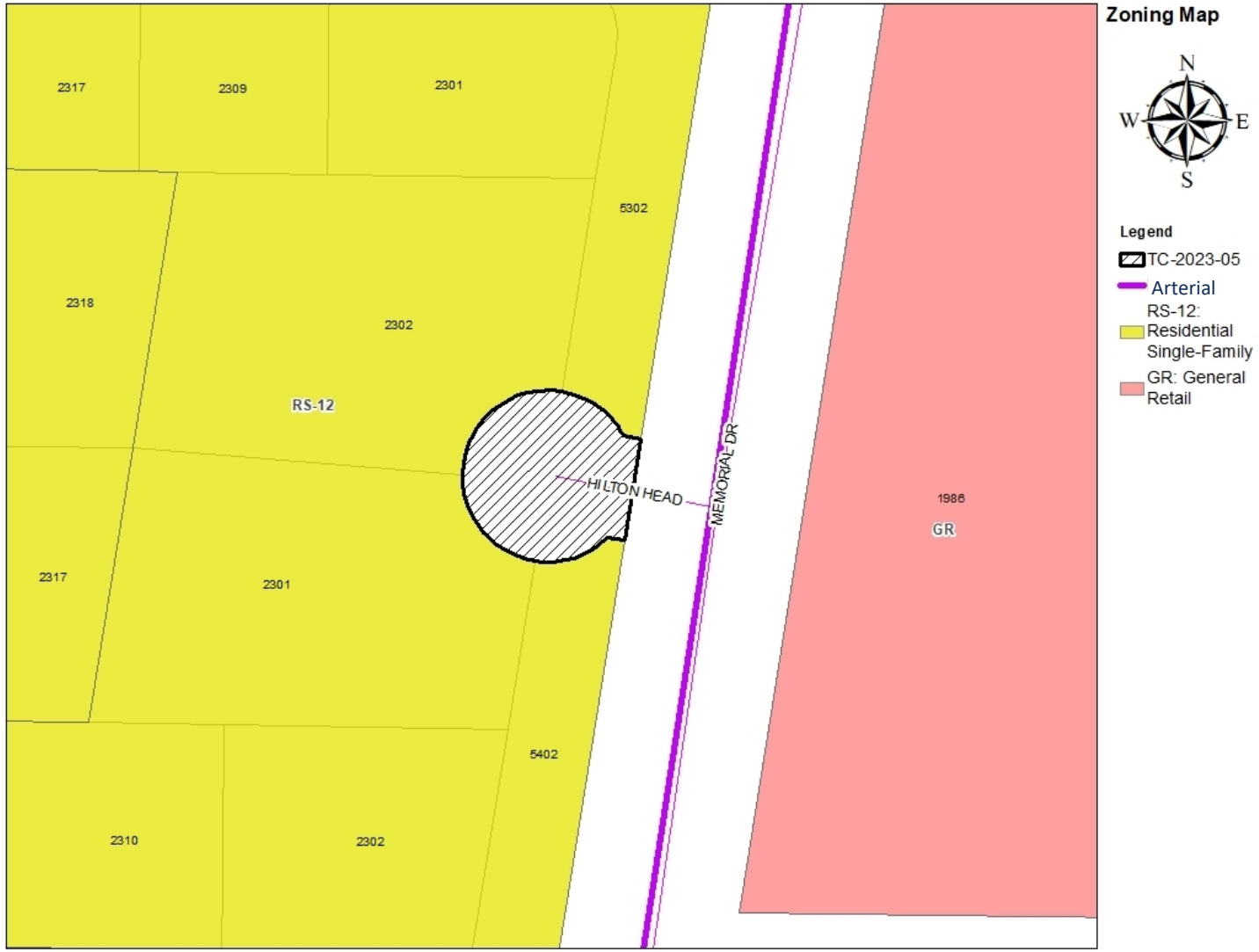
Legend

TC-2023-05

CourierParcels

CITY OF ABILENE TEXAS

ZONING MAP



Zoning Map

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Legend

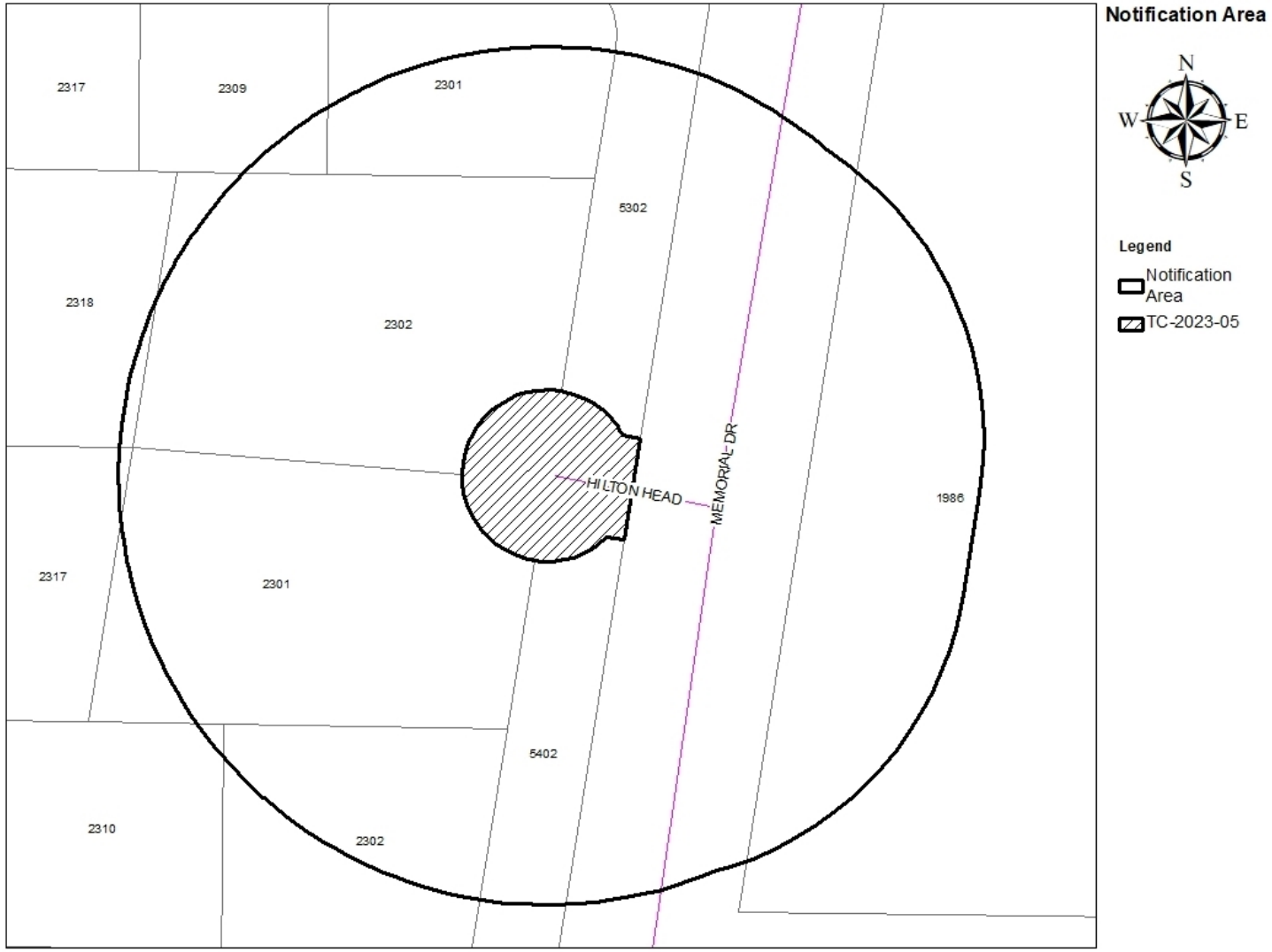
- TC-2023-05
- Arterial
- RS-12: Residential Single-Family
- GR: General Retail

CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



0- In Favor-

0- Opposed-

0% Opposed

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

Staff recommends **approval**, subject to:

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 or relocated at the owners' expense.
4. The proposed gate must be approved by the Public Works Department and the Fire Marshal.

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

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

SUBJECT: **16. Ordinance (Final Reading) Z-2023-14: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Jose Valenzuela To Change The Zoning Of Approximately 1.95 Acres From Residential Single Family-6 (RS-6) To General Commercial (GC). Located At 1925 Henson Street. *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property is located within John Jarmon Survey No. 82. The lot has never been developed since annexation in 1963. The applicant is requesting a zoning change to allow a shop and a commercial business on the lot.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. application
4. legal
5. 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 27th day of July, 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 17th day of June, 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 27th day of July, 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 10th day of August, 2023.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land from a Single Family Residential-6 (RS-6) District to a General Commercial (GC) District.

Legal description being Tract 1 & 2 out of the John Jarmon Survey No. 82, Abilene, Taylor County, Texas.

Located at 1925 Henson Street, Abilene, Taylor County, Texas.

END

ZONING CASE Z-2023-14
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 5, 2023
City Council 1st Reading: July 27, 2023
City Council 2nd Reading: August 10, 2023

Applicant
Owner/Agent: Jose Valenzuela

Case Manager
Mason Teegardin – Planner

Request
Change the zoning of approximately 1.95 acres from Residential Single Family-6 (RS-6) to General Commercial (GC).

Location
Lot 1 & 2 out of the John Jarmon Survey No. 82, at 1925 Henson Street.

Background
The subject property is located within John Jarmon Survey No. 82. The lot has never been developed since annexation in 1963. The applicant is requesting a zoning change to allow a shop and a commercial business on the lot.

Zoning, Existing and Proposed Land Use
The properties to the north and west are zoned Residential Single Family-6 (RS-6). The properties to the east and south are zoned Heavy Industrial (HI). The property to immediate west is also zoned RS-6 but is not utilized for residential purposes. When the subject property was zoned as RS-6, it was assumed that Kansas Street, to the west, would be extended to the subject property to allow additional single-family residential development.

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. Based on the surrounding land uses and zoning, the extension of Kansas Street to allow residential uses at this location is probably not realistic.

(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 would be appropriate as most of the lots surrounding the subject site are undeveloped and better suited to general commercial uses given their size and proximity to similar 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 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

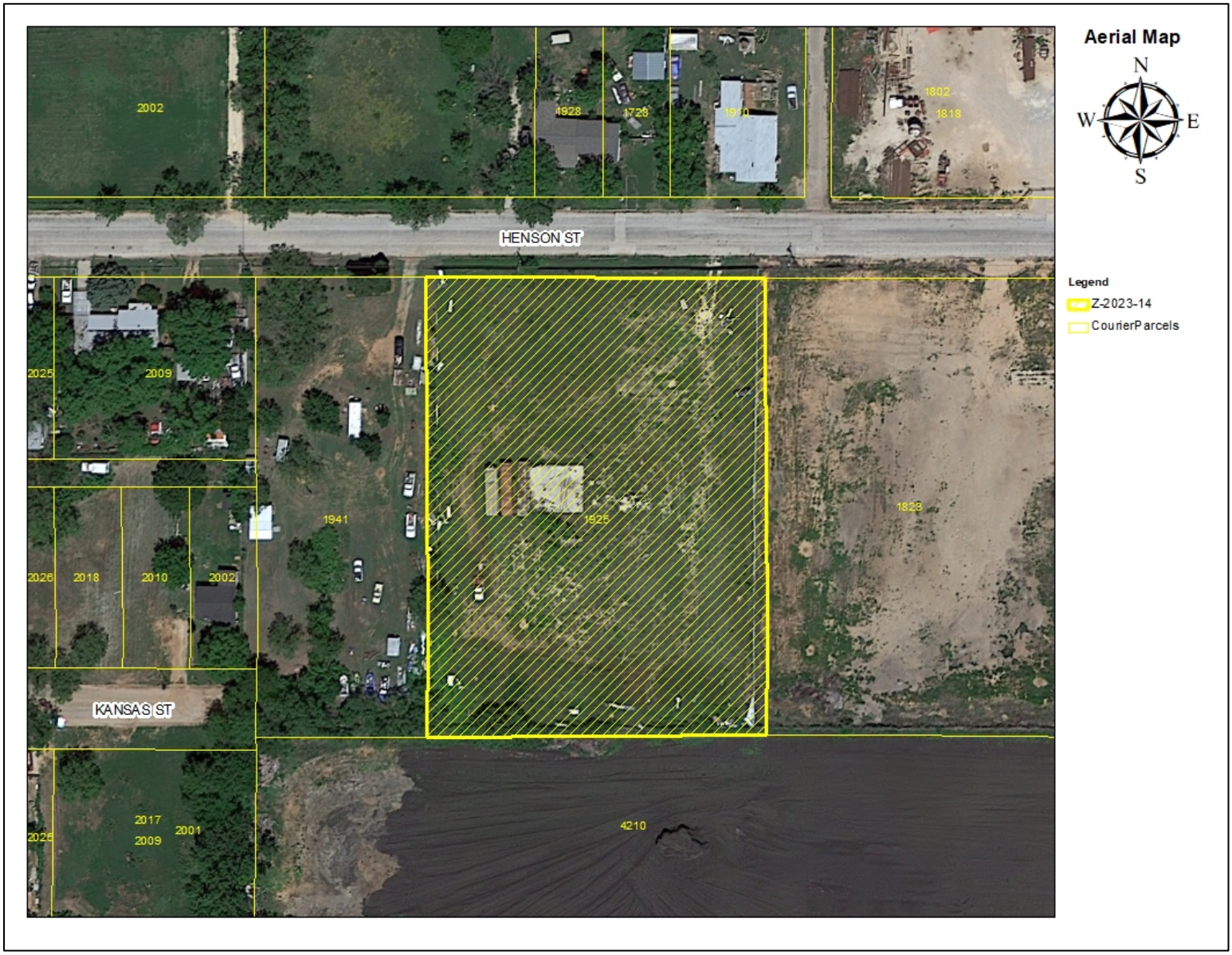
Legend:
O- Opposed
F- In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
	30323	1941 HENSON ST	
ARIZPE LUCINDA V	52089	2002 KANSAS ST	
CAMACHO FIDENCIO JR	57057	2017 KANSAS ST	
CAMACHO FIDENCIO JR	57057	2009 KANSAS ST	
CAMACHO FIDENCIO JR	57057	2001 KANSAS ST	
DAVILA MARGARET	51961	2010 KANSAS ST	
DAVILA PETE & RUTH C	32022	1910 HENSON ST	
HUDSON KENNETH DAVID	66056	1850 TEXAS ST	
ICE DAVID N	33227	1818 HENSON ST	
ICE DAVID N	33227	1802 HENSON ST	F
LAWRENCE MICKEY R	50124	2009 HENSON ST	
STANSBERRY SHERRY	29910	1823 HENSON ST	O
STANSBURY FRANCIS JR & DARRELL STANSBURY	21477	2002 HENSON ST	O
STOKES REBECCA	32403		
STOKES REBECCA PORTILLO	32152	1728 HENSON ST	
STOKES REBECCA PORTILLO	32275	1928 HENSON ST	
TORRES GREGORIO & AMANDA	30616	4210 GRAPE ST	
VALENZUELA JOSE	30180	1925 HENSON ST	

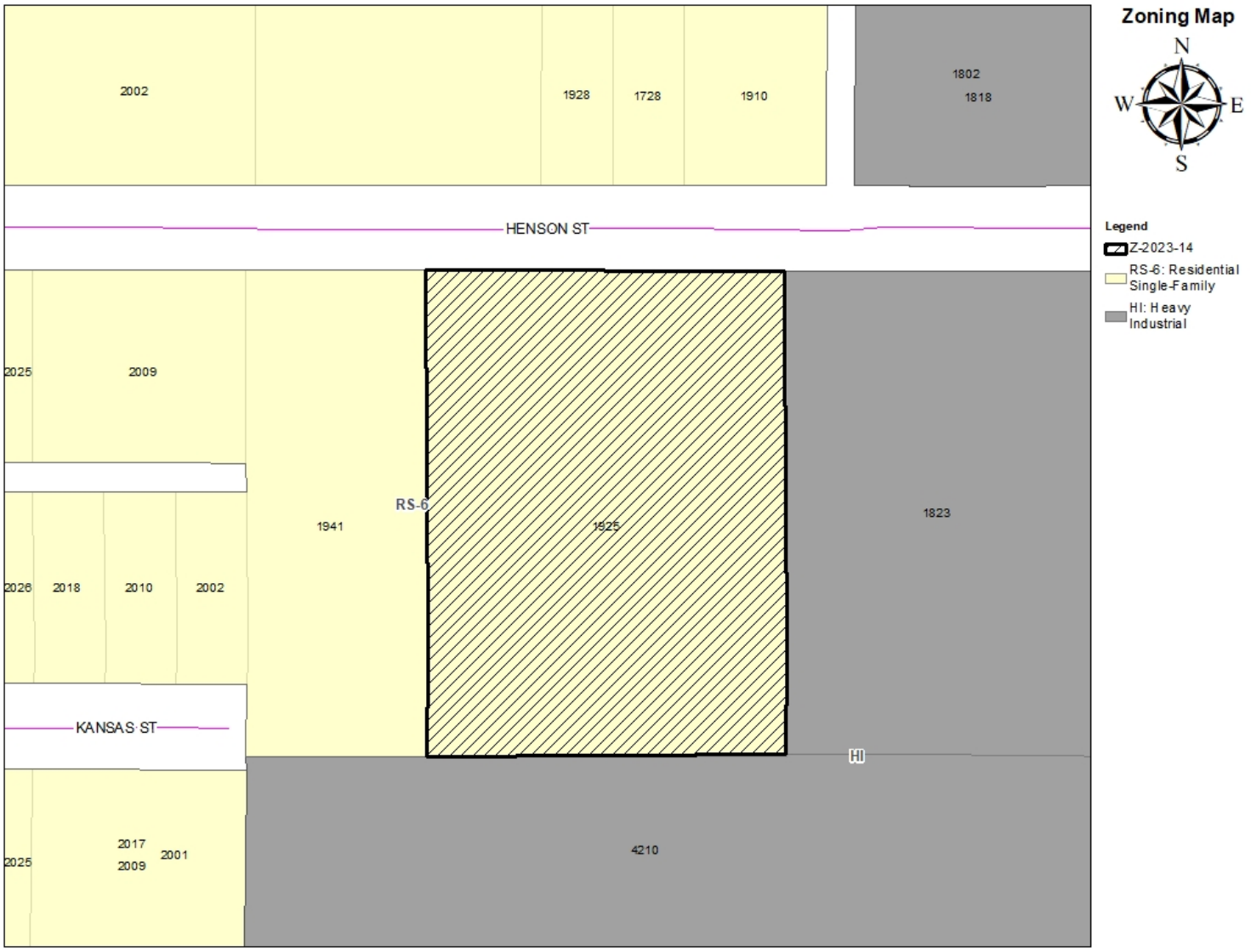
Prop ID

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
STANSBURY FRANCIS JR & DARRELL STANSBURY	21477	2002 HENSON ST	O
STANSBERRY SHERRY	29910	1823 HENSON ST	O
VALENZUELA JOSE	30180	1925 HENSON ST	
	30323	1941 HENSON ST	
TORRES GREGORIO & AMANDA	30616	4210 GRAPE ST	
DAVILA PETE & RUTH C	32022	1910 HENSON ST	
STOKES REBECCA PORTILLO	32152	1728 HENSON ST	
STOKES REBECCA PORTILLO	32275	1928 HENSON ST	
STOKES REBECCA	32403		
ICE DAVID N	33227	1818 HENSON ST	
ICE DAVID N	33227	1802 HENSON ST	F
LAWRENCE MICKEY R	50124	2009 HENSON ST	
DAVILA MARGARET	51961	2010 KANSAS ST	
ARIZPE LUCINDA V	52089	2002 KANSAS ST	
CAMACHO FIDENCIO JR	57057	2017 KANSAS ST	
CAMACHO FIDENCIO JR	57057	2009 KANSAS ST	
CAMACHO FIDENCIO JR	57057	2001 KANSAS ST	
HUDSON KENNETH DAVID	66056	1850 TEXAS ST	

LOCATION MAP



ZONING MAP


Zoning Map
N
W
E
S
Legend
Z-2023-14
RS-6: Residential Single-Family
HI: Heavy Industrial
2002
1928
1728
1910
1802
1818
HENSON ST
2025
2009
RS-6
1941
1925
1823
2026
2018
2010
2002
KANSAS ST
HI
2025
2017
2009
2001
4210

Development Application

Zoning Application Page 1 of 3

Planning

- ☐ Conditional Use
- ☐ Special Exceptions
- ☑ Rezoning
- ☐ Variance
- ☐ PDD Amendment
- ☐ Street Name Change
- ☐ Thoroughfare Abandonment
- ☐ Easement Release
- ☐ Historic Certification of Appropriateness
- ☐ Historic Project Tax Reduction

Relief Procedures

- ☐ Petition for Relief
- ☐ Proportionality Appeal
- ☐ Vested Rights Petition
- ☐ Appeal

Other: _____

Project Name: Henson St

Address: 1925 Henson st No. of lots: _____ Acreage: 1.95

Legal Description: _____

Subdivision Name: _____ Block: _____ Lot: _____

Current Zoning: residential RS-6 Proposed Zoning (if applicable): GC

OWNER AND AUTHORIZATION

Owner Name: Jose Valenzuela

Address: 1210 Queens ct

City, State, Zip: Abilene TX 79602 Fax: _____

Phone: 325-627-3188 Email: uniqu3solutions@gmail.com

Agent Name: _____

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 Owner: _____ Date: 3-7-23

FOR OFFICE USE ONLY

Received: _____ Fee: $ _____ Receipt No.: _____

Case No.: _____ Reviewed By: _____

2022 Development Application

Zoning Application-Page 2 of 3

Existing Zoning

- ☐ AO Agricultural Open Space
- ☐ RR Rural Residential RR-5 & RR1
- ☐ RS-12 Residential Single-Family – 12,000 lots
- ☐ RS-8 Residential Single-Family - 8,000 lots
- ☑ RS-6 Residential Single-Family - 6,000 lots
- ☐ PH Single-Family Residential Patio Home
- ☐ TH Residential Townhouse
- ☐ MD Residential Medium Density
- ☐ MH Manufactured/Mobile Home
- ☐ CU College & University
- ☐ NO Neighborhood Office
- ☐ O Office
- ☐ NR Neighborhood Retail
- ☐ GR General Retail
- ☐ MU Medical Use
- ☐ CB Central Business
- ☐ MX Mixed Use
- ☐ GC General Commercial
- ☐ HC Heavy Commercial
- ☐ LI Light Industrial
- ☐ HI Heavy Industrial
- ☐ PD Planned Development District
- ☐ Empowerment Overlay

Reason for Zoning Change

To be able to put shop on yard & commercial business

RS-6 to GC General Commercial

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.

2022 Development Application

Zoning Application-Page 3 of 3

ZONING IMPACT ANALYSIS

Please answer these questions in order to assist Staff with the processing of your Zoning request.

1. Is 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 hole 1.95 acres commercial

2. Is the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified?

Yes commercial currently around it

3. Is 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?

No? I need to get water, utilities to property found do connect

4. Are there other factors which will substantially affect the public health, safety, morals, or general welfare? No

Other Required Forms – Disclosure of Interest (See Attached)

Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: _____ Total Number of Acres: 1.95 AC

Zoning Classification(s): RS-6 Total Number of Lots: _____

Location: 1925 Henson St

Property Owner Information & Authorization

Name/Company: Jose Valenzuela

Address: 1210 Queens Ct

City: Abilene State: TX Zip Code: 79602

Phone: 325-627-3188 Email: uniqu3solutions@gmail.com

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: _____ Date: 3-7-23

STATE OF: TX

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Jose Valenzuela *(printed property owner's name)* the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, 20_____

_____

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: _____ home: _____ Email: _____

Development Application

Disclosure of Interest

Every question must be answered. If the question is not applicable, answer with "N/A".
***NOTE:** If the Project Representative is not the Property Owner, this form must be filled out by **both** the Property Owner and the Project Representative.*

Disclosure Questions

A. Do you believe that a City official* or City employee** may have a conflict of interest in the property or application referenced on the reverse side? Yes ☐ No ☑

B. If so, state the name of each City official or employee of the City of Abilene known by you that may have a conflict of interest in the property or application referenced on reverse side.

_____

_____

C. State all information upon which you base the belief (use additional paper, if necessary).

_____

_____

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Abilene, Texas, as changes occur.

Name of Certifying Person *(print)*: Jose Valenzuela

Property Owner ☑ Project Representative ☐

Signature of Certifying Person: _____

*Mayor, City Council members, Planning and Zoning Commission members, and Zoning Board of Adjustment members.

**City Manager, City Secretary, City Attorney, and all department heads

Development Application

CITY OF ABILENE

Special Exception • Variance

Please answer these questions in order to assist Staff with the processing of your Special Exception or Variance request. Please use additional sheet(s), if necessary.

1. **Fully describe the unique circumstances or peculiarities of the land or improvements in question that do not allow the desired use to conform to the provisions in the Ordinance and the intent.**

its zoned residential dont want home on property just shop & coverings

2. **Are there other locations on the property that could accommodate the use while still complying with the Ordinance and, if so, why have you chosen the proposed location?**

Yes it 2 acres but would like to not require a home to be built on it

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: _____ DATE: 3-7-23

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 3-7, 2023

*(cross out the inapplicable phrase)

LEGAL DESCRIPTION

Two tracts out of the John Jarman Survey No. 82, Taylor County, Texas, being the same land conveyed to A A Towing in Deed recorded in Volume 3354, Page 534, Official Public Records, Taylor County, Texas, described by metes and bounds as follows:

Tract 1:
Being the East 126 feet of the West 252 feet of the North 338 feet of a certain tract of land in the John Jarman Survey No. 82, Taylor County, Texas described in deed from C. J. Henson and wife, Ollie Henson, to J. N. Bradshaw and wife Nadine Bradshaw, which is deed is dated July 16, 1946, and recorded in Volume 349, Page 437, of the Deed Records of Taylor County, Texas, reference to which is here made; and being the West one-half of that certain tract of land conveyed to R. W. Jones by deed of J. J. Jones, and wife, Lillie Maude Jones, dated August 4, 1948, and recorded in Volume 380, Page 91, of the Deed Records of Taylor County, Texas, reference to which is here made.

Tract 2:
Being 126 feet East and West by 338 feet North and South out of the John Jarman Survey No. 82, Taylor County, Texas, described by metes and bounds as follows, to-wit:
BEGINNING at a point 252 feet East of the Northwest corner of a 15-acre tract of land out of said Survey, described in Deed from C. J. Henson, et ux to J. N. Bradshaw, et ux, dated July 16, 1946, and recorded in Volume 349, Page 437 of the Deed Records of Taylor County, Texas;
THENCE East 126 feet to corner on North line of said 15-acre tract
THENCE South 338 feet to corner;
THENCE West 126 feet to corner.
THENCE North 338 feet to the place of beginning.

EXHIBIT

REZONE REQUEST

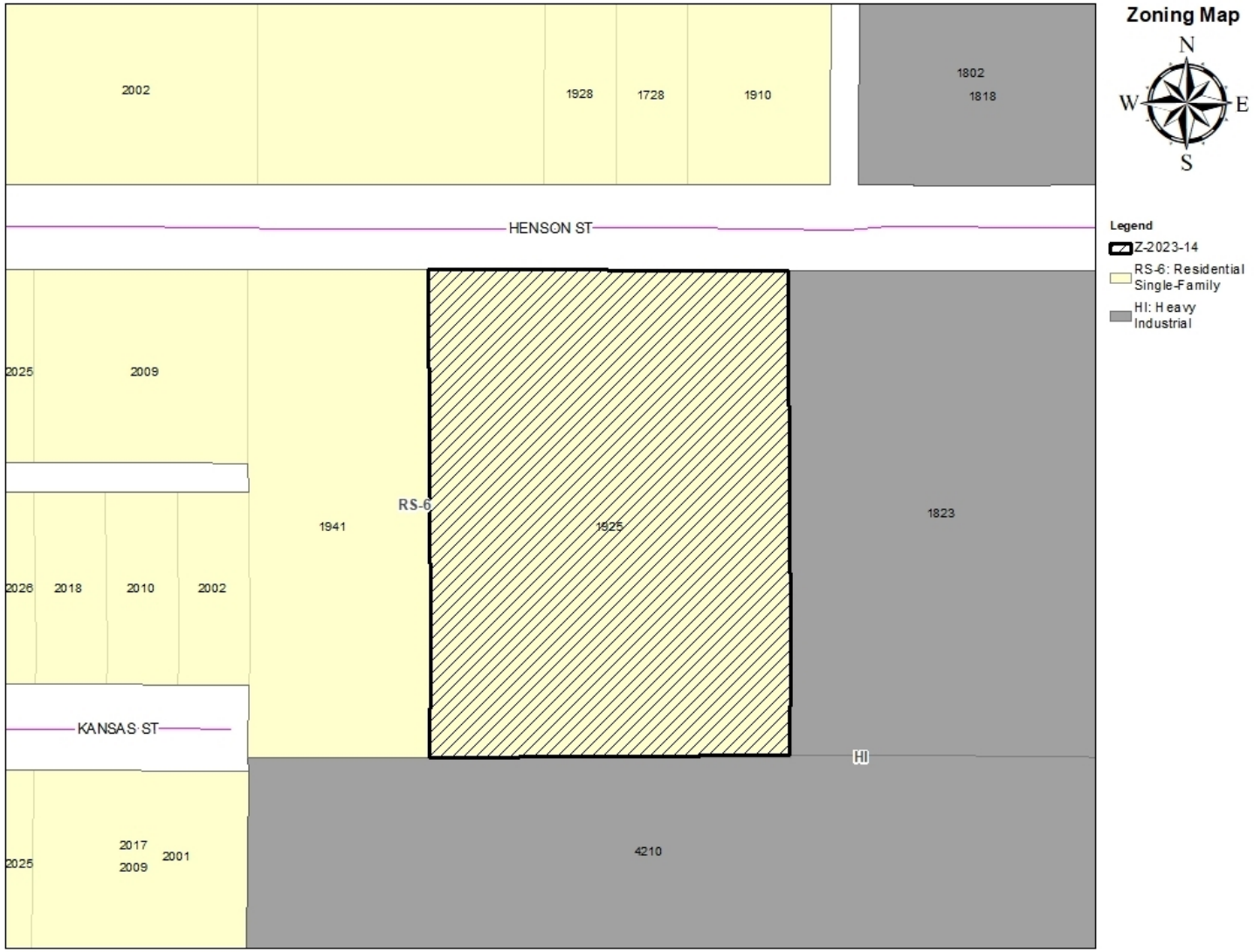
Case:	Z-2023-14
Owner/Agent:	Jose Valenzuela
Request:	Rezone from RS-6 to GC
Location:	1925 Henson Street
Notification:	1 in Favor, 2 Opposed
Planning & Zoning:	July 5, 2023
Council Hearing:	July 27, 2023
	August 10, 2023

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY

CITY OF ABILENE TEXAS

PERMITTED USES IN RS-6 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**

CITY OF ABILENE TEXAS

PERMITTED USES IN GC ZONING

RESIDENTIAL USES:

P	Hotel/Motel
C	Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Ambulance Service
P	Fire/Police Station
C	Homeless/Emergency Shelter
P	Hospital
P	Medical/Dental Laboratory
P	Post Office
C	Rehabilitation Facility
P	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P	Arts School
C	Cemetery, Crematorium, and Mausoleum
P	Church or Place of Worship
P	Day-Care Operation - Center-Based
P	Educational and Scientific Research
P	School: Public/Private
P	Trade/Business School
P	University/College

SERVICE

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

TRADE – RETAIL USES

C	Aircraft and Accessories
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Fuel Sales
P	Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
P	Liquor Store (On Premises Consumption) *(Defined under Liquor Store)*
P	Restaurant, Brew Pub
P	Restaurant, Fast Food
P	Restaurant, Standard
P	Retail Sales/Rental (automobile/small truck)
P	Retail Sales/Rental (indoor)
P	Retail Sales/Rental (outdoors, non-vehicle)
C	Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

C	Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

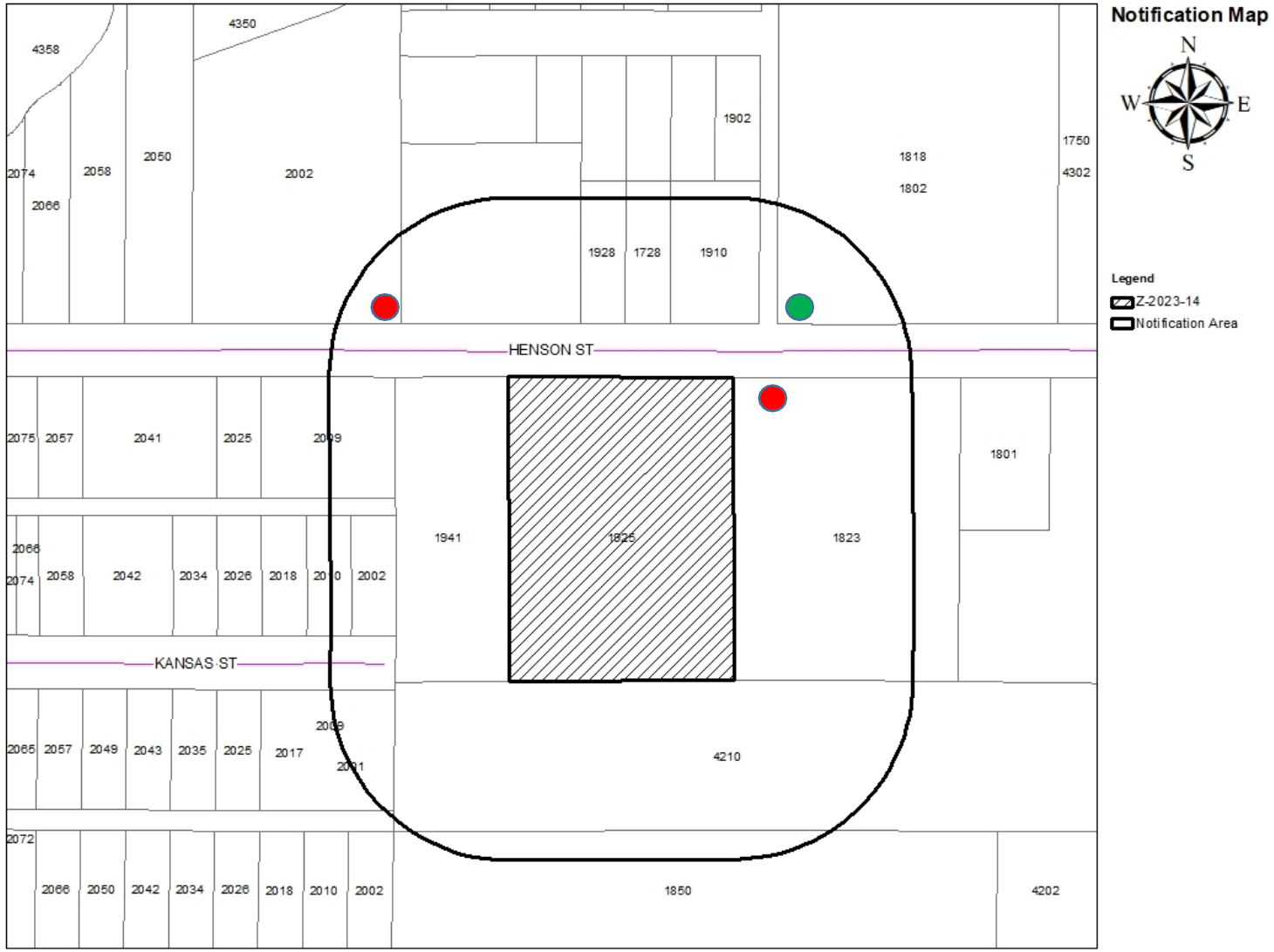
P	Petroleum or Gas Well
P	Urban Garden

LEGEND

P	**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**

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



1- In Favor-

2- Opposed-

19.92% 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**

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

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

SUBJECT: **17. Ordinance (Final Reading) Z-2023-21: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From CKG Rentals, LLC, Represented By Jacob & Martin, To Change The Zoning Of Approximately 2.00 Acres From Agricultural Open (AO) To General Commercial (GC). Located At 6010 Highway 277 South. *(Tim Littlejohn)***

GENERAL INFORMATION

Change the zoning of approximately 2.00 acres from Agricultural Open (AO) to General Commercial (GC).

SPECIAL CONSIDERATIONS

The subject lot was used as a church near the time of its annexation in 1986. The applicant is requesting a zoning change to allow self-storage units.

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. Ordinance
2. Z-2023-21 Staff Report
3. 49893_CKG Rentals Zoning Exhibit
4. 49892_CKG Rentals Metes Bounds
5. Z-2023-21 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 27th day of July, 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 17th day of June, 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 27th day of July, 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 10th day of August, 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 General Commercial (GC) District.

Legal description being as follows:

BEING 2.00 acres out of Lot 1, Block A, First Evangelical Methodist Church Addition to the City of Abilene, Taylor County, Texas, according to the plat recorded in Cabinet l, Slide 73 6, Plat Records, Taylor County, Texas, and being more particularly described as follows:

BEGINNING at a recovered 3/8" rebar at the most northerly northeast corner of Lot 201, Block A, APB Subdivision, according to the plat recorded in Cabinet 4, Slide 169, Plat Records, Taylor County, Texas, on the SBL of a called 5.0-acre tract recorded as Tract Two in Instrument No. 2022-19338, Official Public Records, Taylor County, Texas, and at the northwest corner of said Lot 1, Block A, for the northwest corner of this tract;

THENCE S89°12'22"E 196.82 feet, along the SBL of said 5.0-acre tract, and the NBL of said Lot 1, Block A, to a set 3/8" rebar, for the northeast corner of this tract, whence a recovered 1/2" rebar at the northeast corner of said Lot l, Block A, and the southeast corner of said 5.0-acre tract bears S89°12'22"E 369.42 feet;

THENCE S33°03'00"E 450.96 feet, over and across said Lot l, Block A, to a set 3/8" rebar, for the southeast corner of this tract;

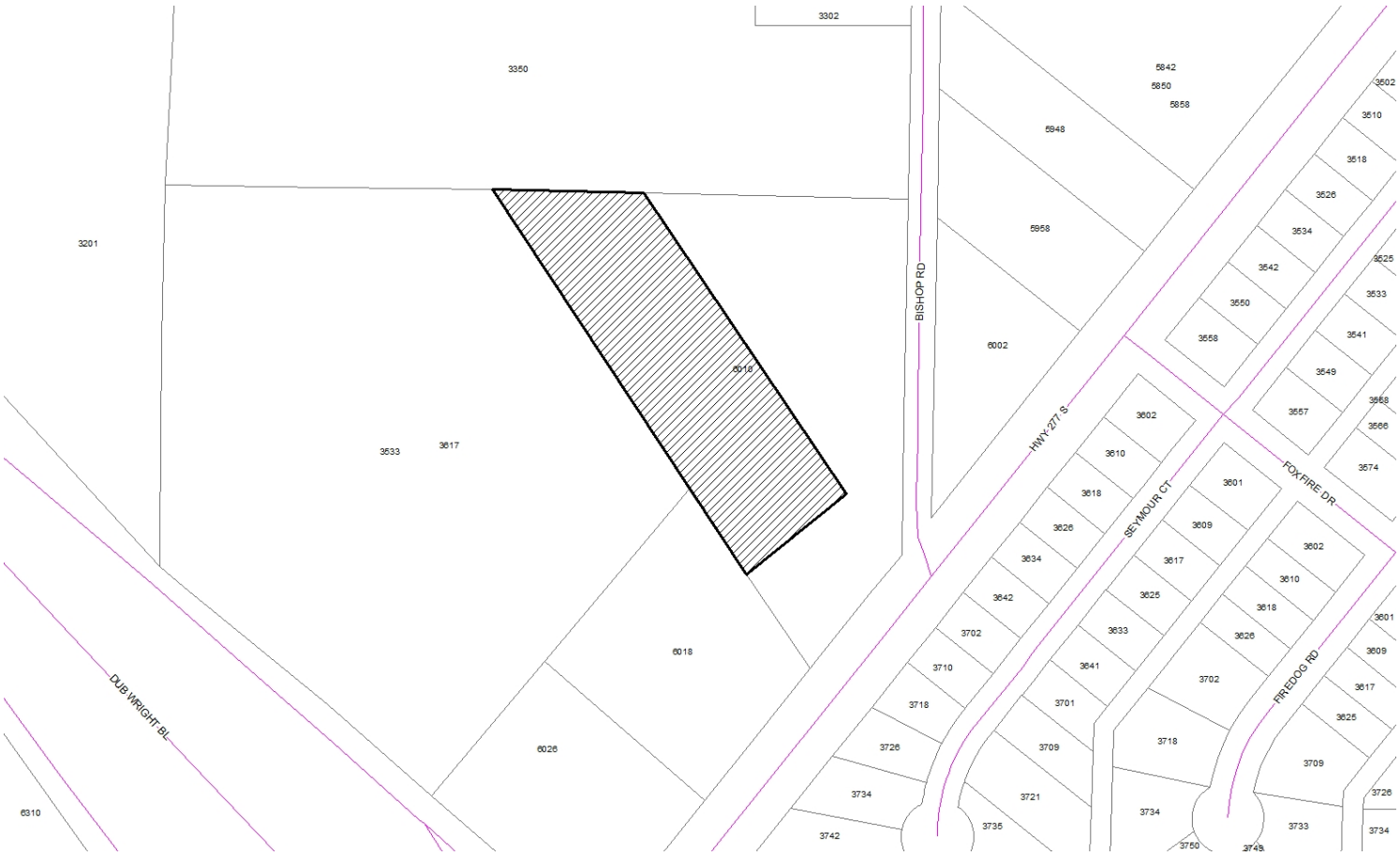
THENCE S38°37'06"W l 72.21 feet, over and across said Lot l , Block A, to a set 3/8" rebar, on the WBL of said Lot l, Block A, and on the northeasterly line of the remainder of Lot l , Block A, Beitscher Spec. Center Addition, according to the plat recorded in Cabinet 3, Slide 549, Pl at Records, Taylor County, Texas, for the southwest corner of this tract, whence a recovered 3/8" rebar at the east corner of said Lot 1, Block A, Beitscher Spec. Center Addition, and the southwest corner of said Lot 1, Block A, First Evangelical Methodist Church Addition, bears S33°03'00"E 180.40 feet;

THENCE N33°03'00"W, along the northeasterly line of said Lot 1, Block A, Beitscher Spec. Center Addition, at 119.33 feet, pass a recovered 1/2" rebar at the north corner of said Lot 1, Block A, Beitscher Spec. Center Addition, and continue along the northeasterly line of said Lot 20 1, Block A, A.PB Subdivision, and the WBL of said Lot 1, Block A, First Evangelical Methodist Church Addition, a total distance of 614.74 feet, to the place of beginning and containing 2.00 acres of land.

Surveyed on the ground April 4, 2023.

ORDINANCE NO. _____

Located at 6010 Highway 277 South, Abilene, Taylor County, Texas.



END

ZONING CASE Z-2023-21
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 5, 2023
City Council 1st Reading: July 27, 2023
City Council 2nd Reading: August 10, 2023

Applicant
Owner: First Evangelical Methodist Church
Agent: Jacob & Martin

Case Manager
Adam Holland

Request
Change the zoning of approximately 2.00 acres from Agricultural Open (AO) to General Commercial (GC).

Location
6010 Highway 277 South.

Background
The subject lot has been used as a church near the time of its annexation in 1986. The applicant is requesting a zoning change to allow self-storage units.

Zoning, Existing and Proposed Land Use
Adjacent properties are zoned General Commercial to the east and west, and Agricultural Open to the north. On the south side of Highway 277 South is a Patio Home district. Existing land uses are self-storage units just west of the subject property and retail sales-outdoors (non-vehicle) across Bishop Road 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 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 would be appropriate as most of the lots surrounding the subject site are currently zoned as General Commercial.

(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 known.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval.**

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

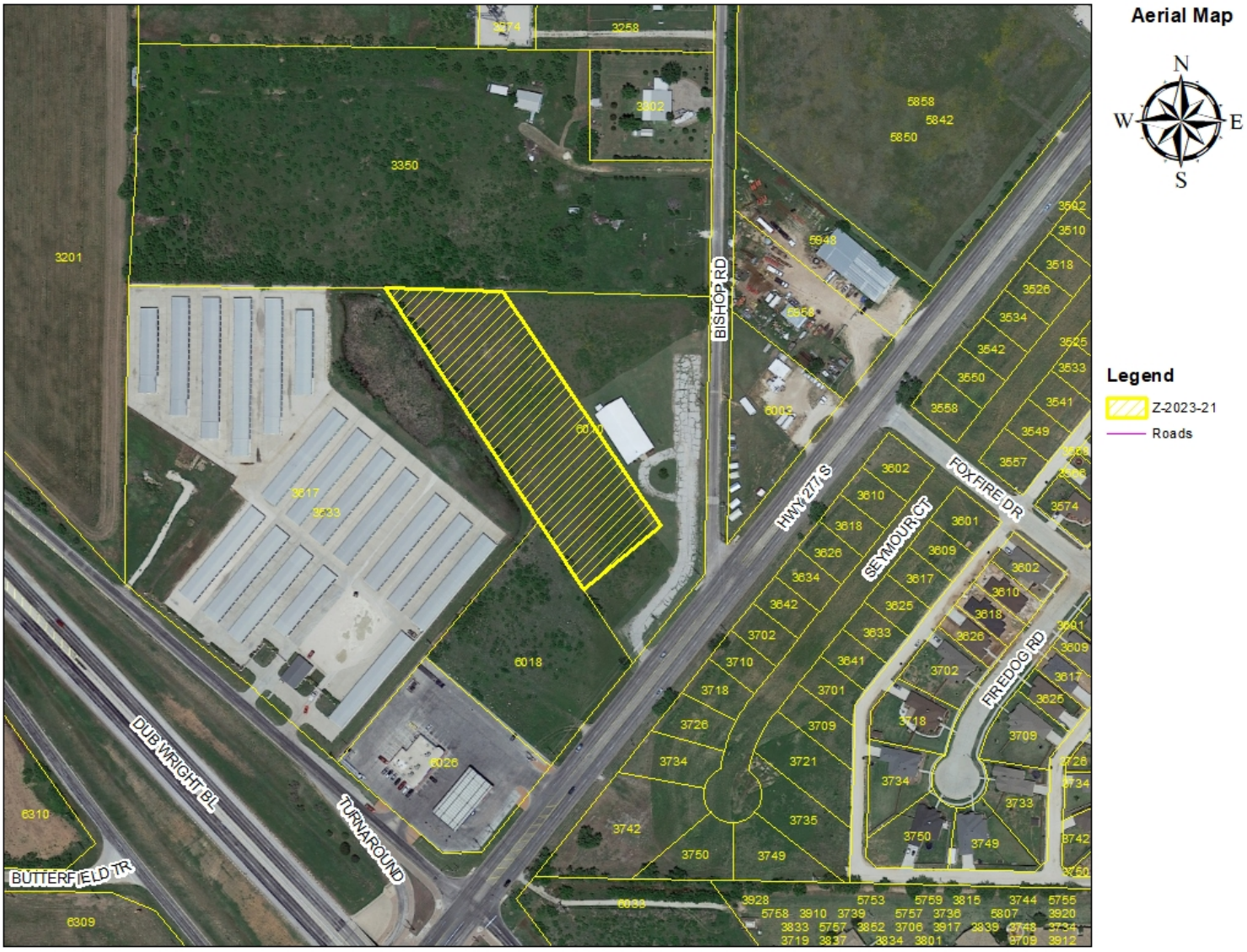
Owner

Owner	Property ID	Situs	Response
CKG RENTALS LLC	104564	6018 HWY 277 S	
DUB WRIGHT BOULEVARD LP	101610	3533 DUB WRIGHT BL	
DUB WRIGHT BOULEVARD LP	101610	3617 DUB WRIGHT BL	
FIRST EVANGELICAL	16084	6010 HWY 277 S	
ROPER ANTHONY & AMANDA	100079	3350 BISHOP RD	
SUMRALL CALVIN L &	55871	6002 HWY 277 S	

Prop ID

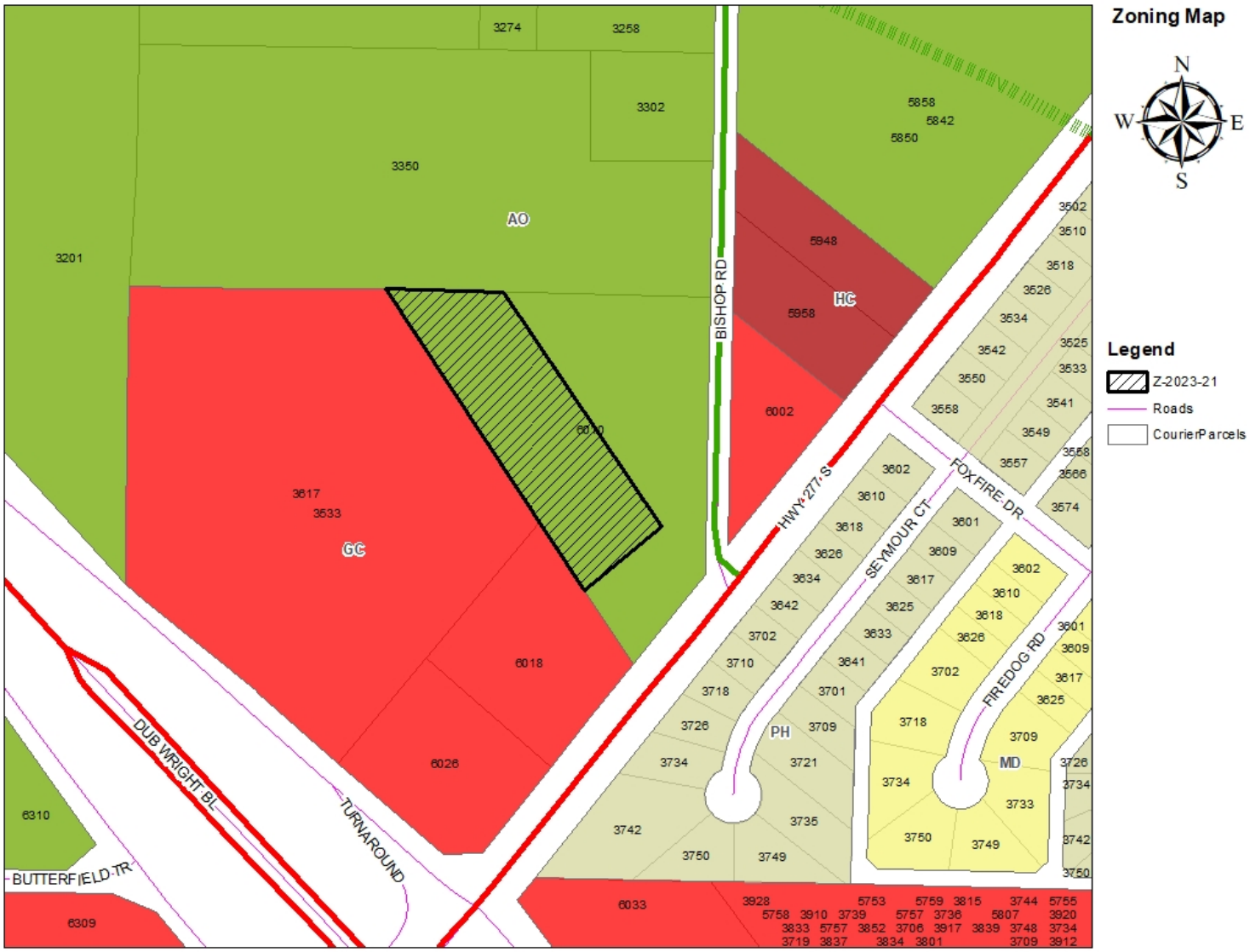
Owner	Property ID	Situs	Response
FIRST EVANGELICAL	16084	6010 HWY 277 S	
SUMRALL CALVIN L &	55871	6002 HWY 277 S	
ROPER ANTHONY & AMANDA	100079	3350 BISHOP RD	
DUB WRIGHT BOULEVARD LP	101610	3533 DUB WRIGHT BL	
DUB WRIGHT BOULEVARD LP	101610	3617 DUB WRIGHT BL	
CKG RENTALS LLC	104564	6018 HWY 277 S	

LOCATION MAP

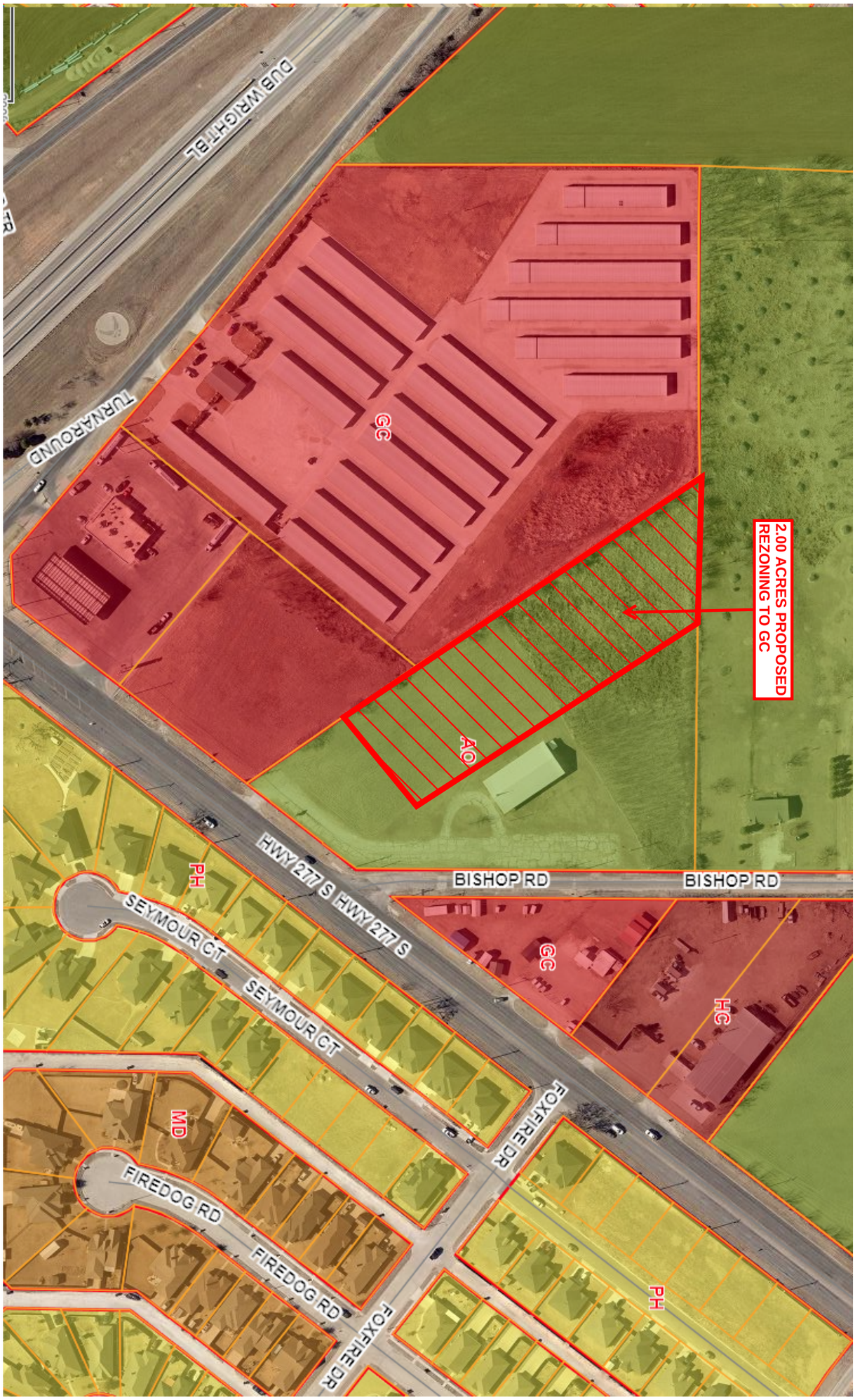


Case # Z-2023-21
June 22, 2023

ZONING MAP



Case # Z-2023-21
June 22, 2023



SEQ.	NO.	REVISION	DATE
SHEET			

PROJECT # | SCALE N.T.S. | BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

ABILENE, TEXAS

HWY 277 DEVELOPMENT

GC REZONING REQUEST

JACOB MARTIN

TBPE FIRM # 2448 | TBAE FIRM # BR 2261 | TBPELS FIRM # 10194493

NORTH

FIELD NOTES
2.00 ACRES

BEING 2.00 acres out of Lot 1, Block A, First Evangelical Methodist Church Addition to the City of Abilene, Taylor County, Texas, according to the plat recorded in Cabinet 1, Slide 736, Plat Records, Taylor County, Texas, and being more particularly described as follows:

BEGINNING at a recovered 3/8" rebar at the most northerly northeast corner of Lot 201, Block A, APB Subdivision, according to the plat recorded in Cabinet 4, Slide 169, Plat Records, Taylor County, Texas, on the SBL of a called 5.0 acre tract recorded as Tract Two in Instrument No. 2022-19338, Official Public Records, Taylor County, Texas, and at the northwest corner of said Lot 1, Block A, for the northwest corner of this tract;

THENCE S89°12'22"E 196.82 feet, along the SBL of said 5.0 acre tract, and the NBL of said Lot 1, Block A, to a set 3/8" rebar, for the northeast corner of this tract, whence a recovered 1/2" rebar at the northeast corner of said Lot 1, Block A, and the southeast corner of said 5.0 acre tract bears S89°12'22"E 369.42 feet;

THENCE S33°03'00"E 450.96 feet, over and across said Lot 1, Block A, to a set 3/8" rebar, for the southeast corner of this tract;

THENCE S38°37'06"W 172.21 feet, over and across said Lot 1, Block A, to a set 3/8" rebar, on the WBL of said Lot 1, Block A, and on the northeasterly line of the remainder of Lot 1, Block A, Beitscher Spec. Center Addition, according to the plat recorded in Cabinet 3, Slide 549, Plat Records, Taylor County, Texas, for the southwest corner of this tract, whence a recovered 3/8" rebar at the east corner of said Lot 1, Block A, Beitscher Spec. Center Addition, and the southwest corner of said Lot 1, Block A, First Evangelical Methodist Church Addition, bears S33°03'00"E 180.40 feet;

THENCE N33°03'00"W, along the northeasterly line of said Lot 1, Block A, Beitscher Spec. Center Addition, at 119.33 feet, pass a recovered 1/2" rebar at the north corner of said Lot 1, Block A, Beitscher Spec. Center Addition, and continue along the northeasterly line of said Lot 201, Block A, APB Subdivision, and the WBL of said Lot 1, Block A, First Evangelical Methodist Church Addition, a total distance of 614.74 feet, to the place of beginning and containing 2.00 acres of land.

Surveyed on the ground April 4, 2023.

SEE ACCOMPANYING PLAT.

REZONE REQUEST

Case:	Z-2023-21
Owner:	First evangelical Methodist Church
Agent:	Jacob & Martin
Request:	Rezone from AO to GC
Location:	6010 Highway 277 South
Notification:	1 in Favor, 0 Opposed
Planning & Zoning:	July 5, 2023
City Council Hearing:	July 27, 2023
	August 10, 2023

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

Aerial Map

N
W E
S

Legend

Z-2023-21

Roads

CITY OF ABILENE TEXAS

ZONING MAP

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

EDUCATIONAL AND RELIGIOUS USES:

C	Cemetery, Crematorium, and Mausoleum
P	Church or Place of Worship
P	School: Public/Private

SERVICE

C	Kennel (with outdoor pens)
P	Kennel (without outdoor pens)
P	Veterinary Service (all size animals)

TRADE – RETAIL USES

C	Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C	Airport, Heliport and Flying Field Terminals – Commercial
C	Antenna Tower – Commercial
P	Public Utility Facility
C	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Farming, Ranching & Livestock, Hatchery
C	Mining
C	Petroleum or Gas Well
P	Urban Garden

CITY OF ABILENE TEXAS

LEGEND

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

Permitted Uses in GC Zoning

RESIDENTIAL USES:

P	Hotel/Motel
C	Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

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

CULTURAL AND RECREATIONAL USES:

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

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Ambulance Service
P	Fire/Police Station
C	Homeless/Emergency Shelter
P	Hospital
P	Medical/Dental Laboratory
P	Post Office
C	Rehabilitation Facility
P	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P	Arts School
C	Cemetery, Crematorium, and Mausoleum
P	Church or Place of Worship
P	Day-Care Operation - Center-Based
P	Educational and Scientific Research
P	School: Public/Private
P	Trade/Business School
P	University/College

SERVICE

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

TRADE – RETAIL USES

C	Aircraft and Accessories
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Fuel Sales
P	Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
P	Liquor Store (On Premises Consumption) *(Defined under Liquor Store)*
P	Restaurant, Brew Pub
P	Restaurant, Fast Food
P	Restaurant, Standard
P	Retail Sales/Rental (automobile/small truck)
P	Retail Sales/Rental (indoor)
P	Retail Sales/Rental (outdoors, non-vehicle)
C	Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

C	Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

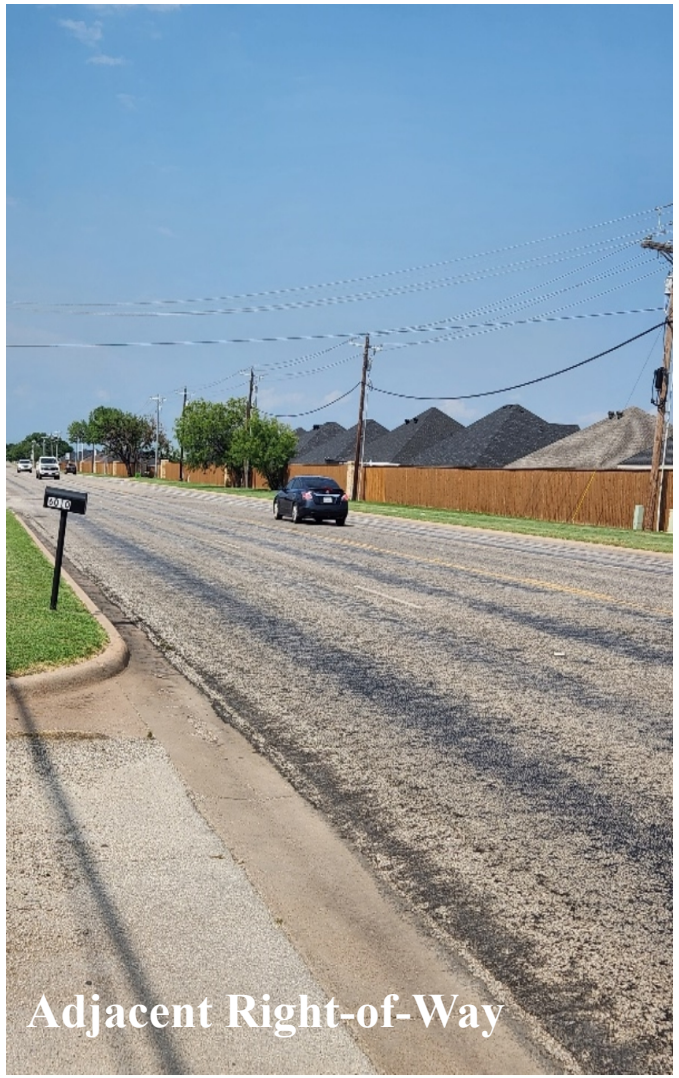
P	Petroleum or Gas Well
P	Urban Garden

CITY OF ABILENE TEXAS

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**

VIEWS OF SUBJECT PROPERTY


Adjacent Right-of-Way

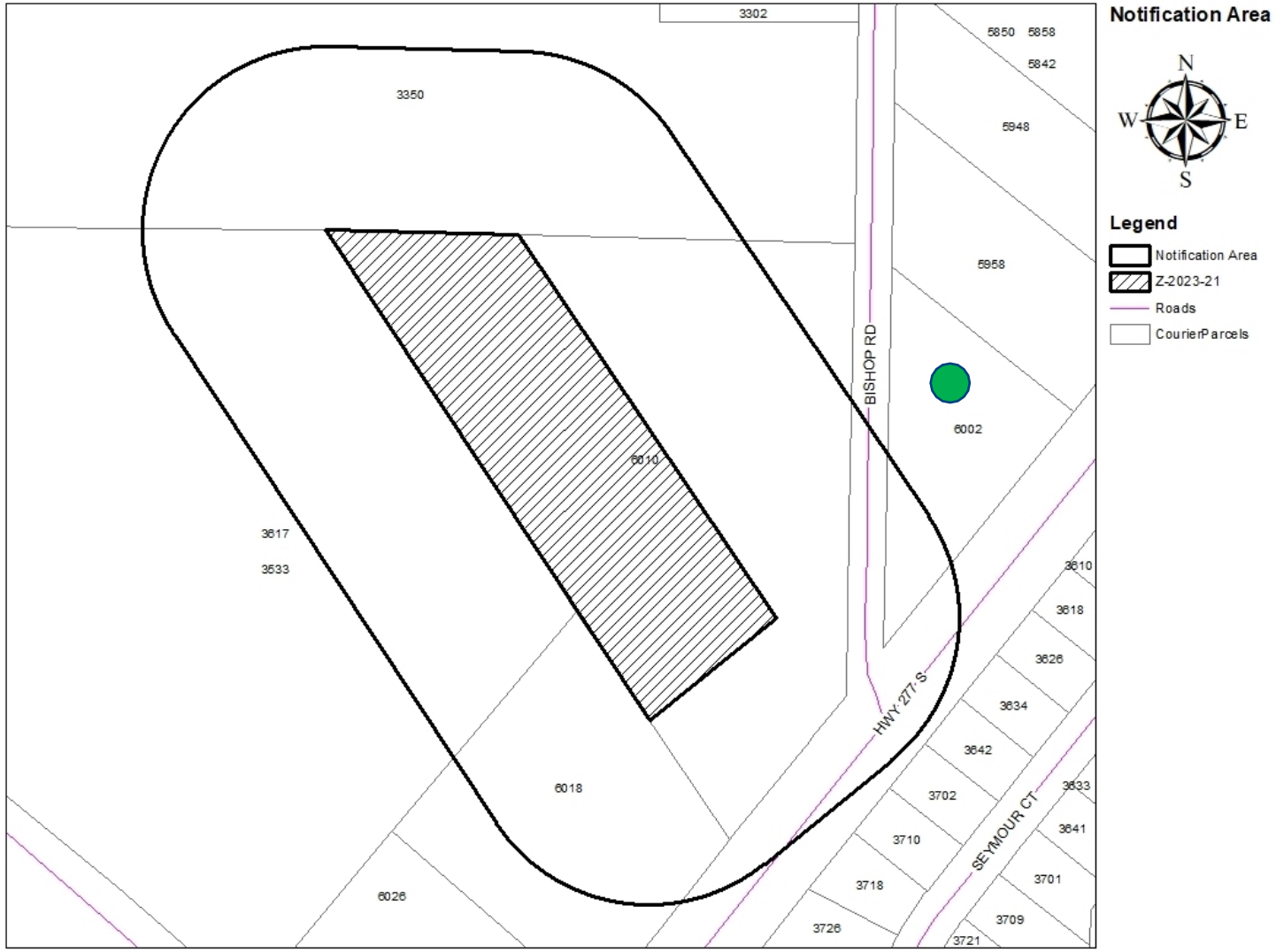
West Neighboring Property

East Neighboring Property

Subject Property

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



1- In Favor-

0- Opposed-

0% Opposed

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The proposed request for GC 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**

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

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

SUBJECT: **18. Ordinance (Final Reading) Z-2023-22: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Teartex, LLC To Change The Zoning Of Approximately 6.0 Acres From Heavy Commercial (HC) To Planned Development District 182 To Allow A Vacation Travel Trailer Park In Addition To The Existing Uses Of The Property. Located At 1075 East Highway 80. *(Tim Littlejohn)***

GENERAL INFORMATION

Change the zoning of approximately 5.96 acres from Heavy Commercial (HC) to Planned Development District (PDD-182) to allow a vacation travel trailer park.

SPECIAL CONSIDERATIONS

- The owner proposes to convert covered storage spaces that were rented as storage into a vacation travel trailer park, which would include RVs, in the southern portion of the property.
- The applicant intends to continue the use of his business on the north portion of the lot which includes an office and indoor manufacturing space.
- The applicant proposes to install a fence to divide the commercial uses of the property from the proposed vacation travel trailer park. No additional buildings or structures are proposed.

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. Ordinance
2. Z-2023-22 Staff Report
3. 50314_1075 E hwy 80
4. Lone Star
5. Z-2023-22 Presentation

ORDINANCE NO. _____

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

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than 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 27th day of July, 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 17th day of June, 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 27th day of July, 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 10th day of August, 2023.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land, from the Heavy Commercial (HC) district to the Planned Development (PDD-182) district.

Legal description being Lot 101, Block 1, Bailey Industrial District 1, Abilene, Taylor County, Texas.

Located at 1083 East Highway 80, Abilene, Taylor County, Texas.

EXHIBIT B

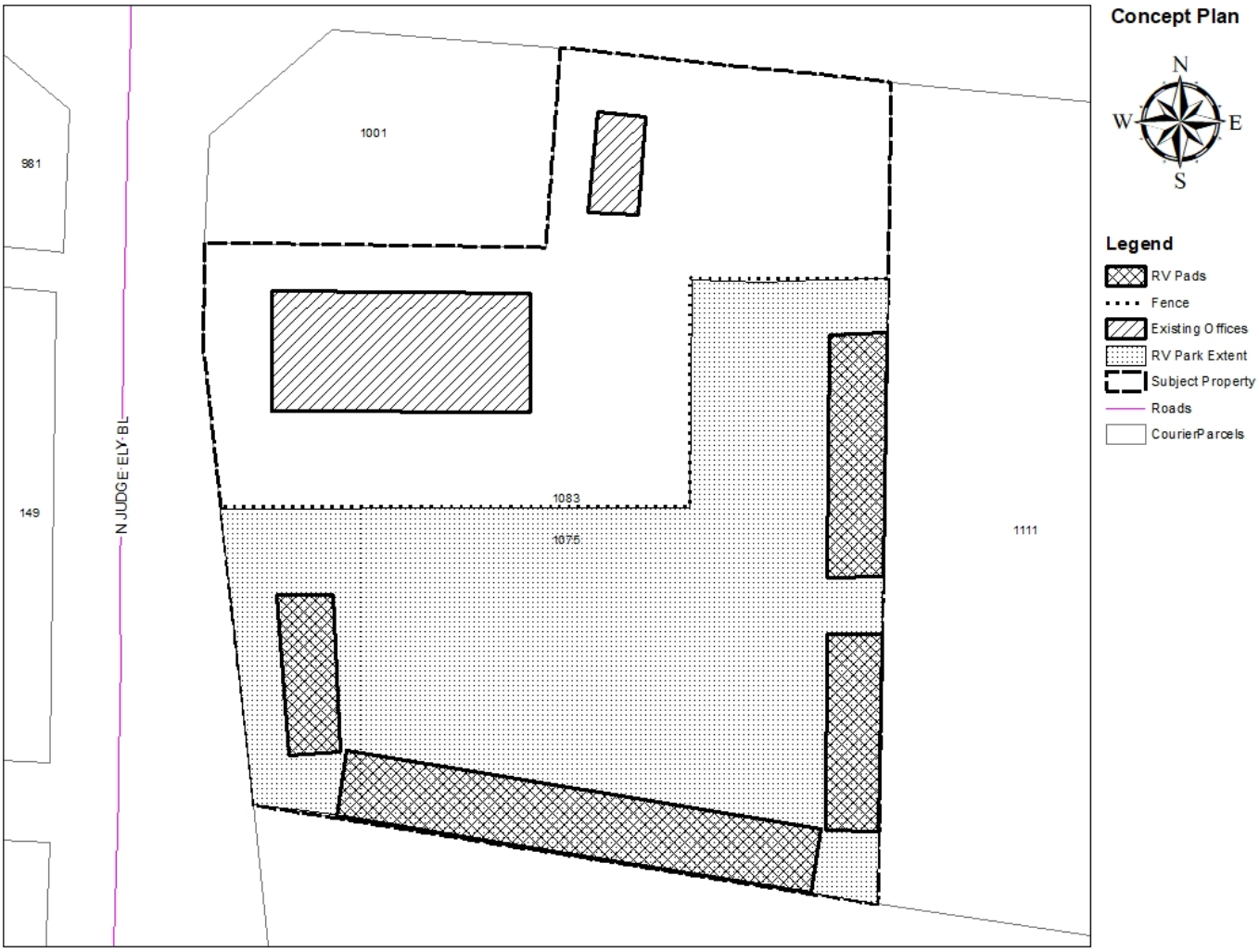
Proposed Base Zoning District, Land Uses, and Specific Modifications

Base Zoning – Heavy Commercial (HC), subject to all HC district development standards

Permitted Uses – All uses permitted by right in the Heavy Commercial district and a Vacation Travel Trailer Park shall be permitted.

Specific Modifications – If developed as a vacation travel trailer park the following standards apply:

1. The vacation travel trailer park must generally follow the concept plan provided.
2. A formal Site Plan Review shall be required prior to issuance of a Certificate of Occupancy.
3. This site shall be exempt from the 300' minimum distance from residential zoning.
4. The minimum setback from the rear property line and east property line shall be 0'.



END

ZONING CASE Z-2023-22
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 5, 2023
City Council 1st Reading: July 27, 2023
City Council 2nd Reading: August 10, 2023

Applicant
Owner: Teartex, LLC

Case Manager
Adam Holland

Request
Change the zoning of approximately 5.96 acres from Heavy Commercial (HC) to Planned Development District (PDD-182) to allow a vacation travel trailer park.

Location
1075 and 1083 East Highway 80

Background
- The owner proposes to convert covered storage spaces that were rented as storage into a vacation travel trailer park, which would include RVs, in the southern portion of the property.
- The applicant intends to continue the use of his business on the north portion of the lot which includes an office and indoor manufacturing space.
- The applicant proposes to install a fence to divide the commercial uses of the property from the proposed vacation travel trailer park. No additional buildings or structures are proposed.

Zoning, Existing and Proposed Land Use
Properties zoned Light Industrial (LI) are located west, east, and south of the subject site. General Retail (GR) zoning also is located to the west. Heavy Commercial (HC) zoning is located to the north. Properties zoned Multi-Family (MF) are located to the southeast.

Criteria Assessment
Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

(1) Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.
The Future Land Use Map recommends heavy industrial uses at this location. The existing use of the site is consistent with that recommendation. The proposed use is not consistent with the recommendation. However, the Comprehensive Plan also designates the subject site as "transitional character area" where more mixed uses are appropriate. The proposed use, if approved, would reduce the intensity of use of this site and serve as a land use transition and satisfy the intent of "transitional character area".

(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 subject property lies within the immediate area of an existing multi-family development, but is adequately buffered by the existing railroad. The remaining portion of the subject property shall retain a heavy commercial/light industrial use of manufacturing which is consistent with the general area. The proposed use, if approved, would result in a land use between the HC uses to the north and the MF uses to the southeast.

(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. It is assumed that the applicant will install electric and water hook-ups for each lease space.

(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.**

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

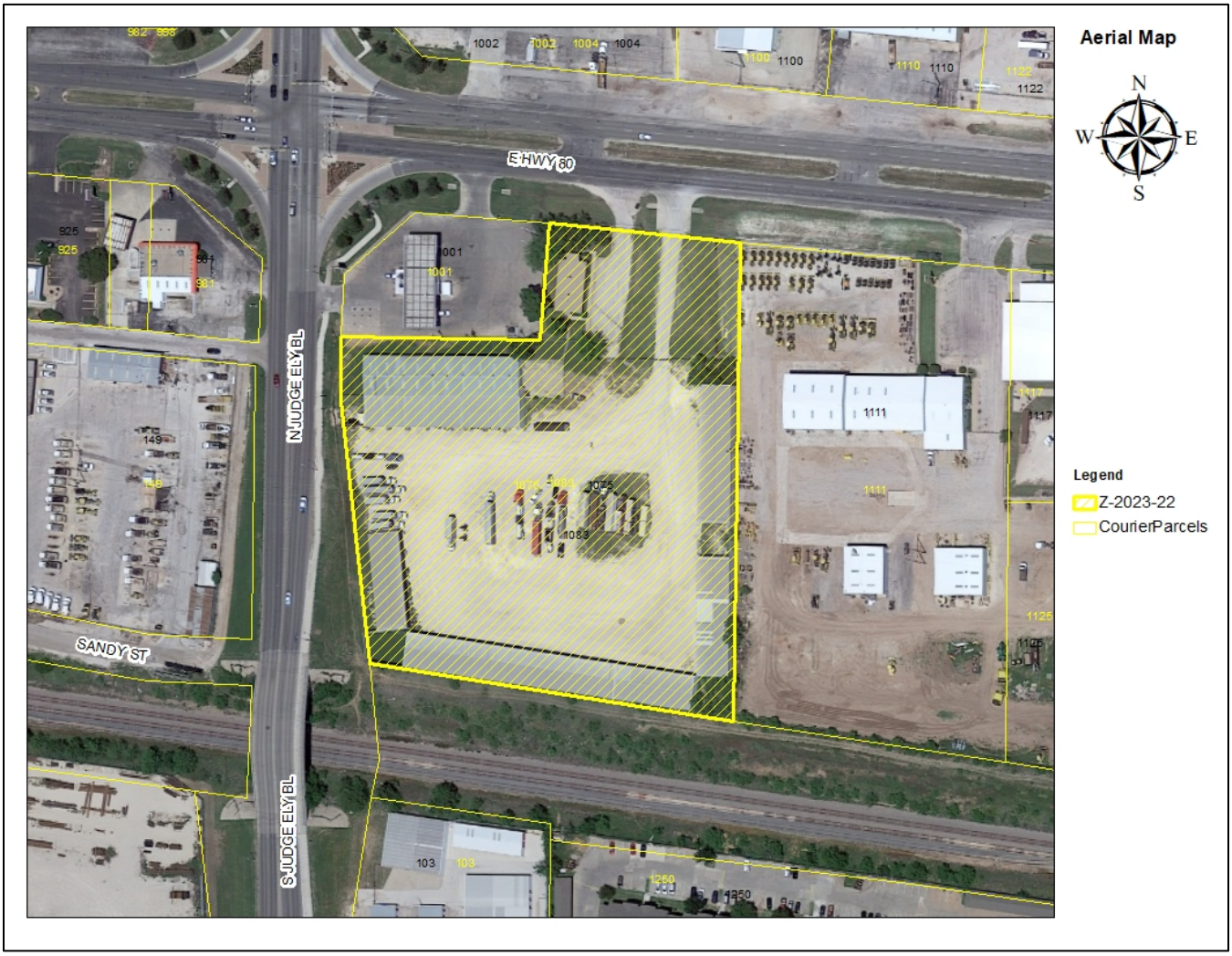
Owner

Owner	Property ID	Situs	Response
ALL CLARK INDUSTRIES INC	27787	103 S JUDGE ELY BL	
CANTERBURY CROSSING LTD	92352	1250 YEOMANS RD	
CITY OF ABILENE	59407	149 GANN ST	
JKK PROPERTIES LP	15921	1111 E HWY 80	
MB RENTALS LLC	58668	1002 E HWY 80	
MB RENTALS LLC	58668	1004 E HWY 80	
SKINNYS INC	15800	1001 E HWY 80	
TEARTEX LLC	15801	1083 E HWY 80	
TEARTEX LLC	15801	1075 E HWY 80	
TX XPRESS LLC	33405	981 E HWY 80	
WORGULL INC	44056	1100 E HWY 80	

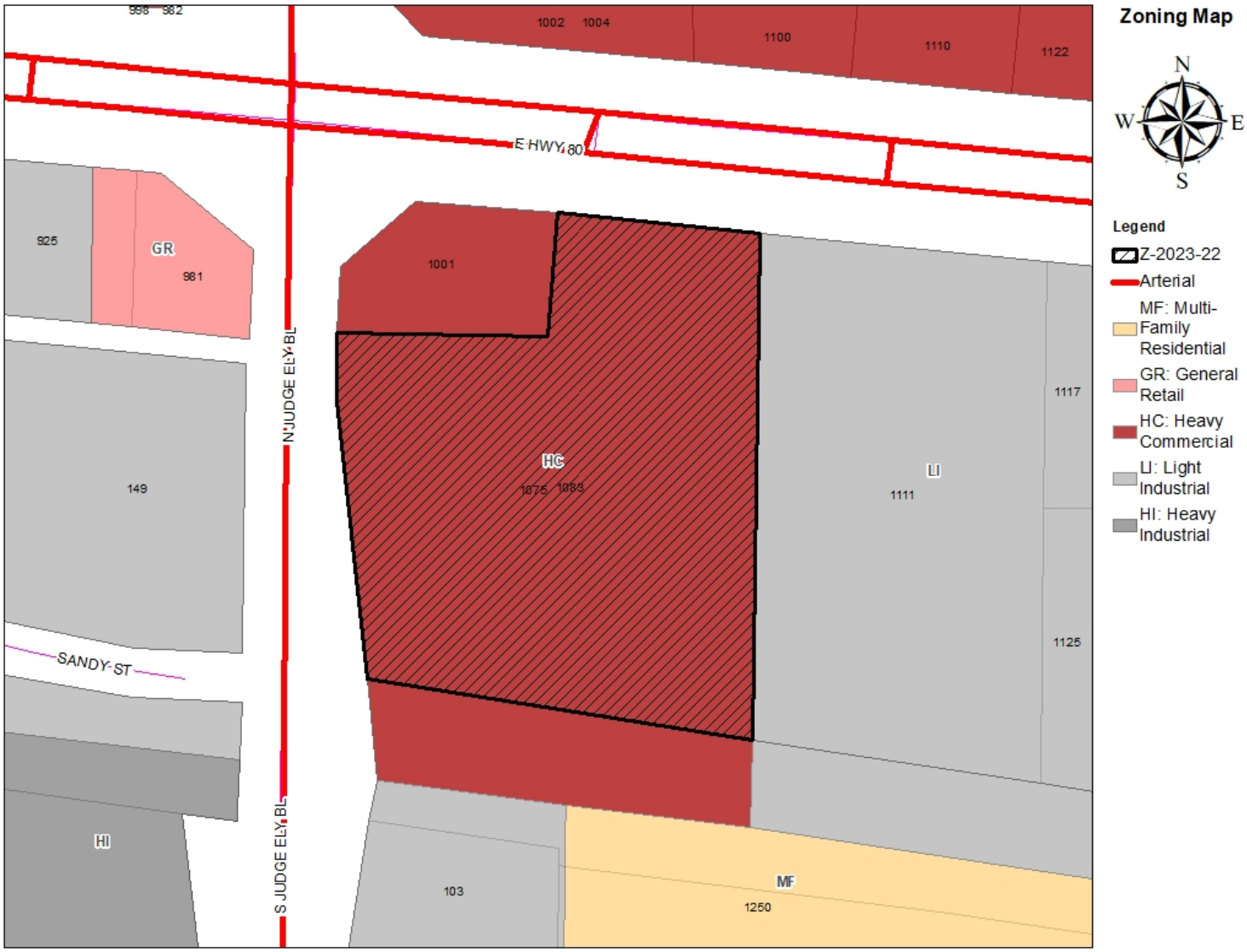
Prop ID

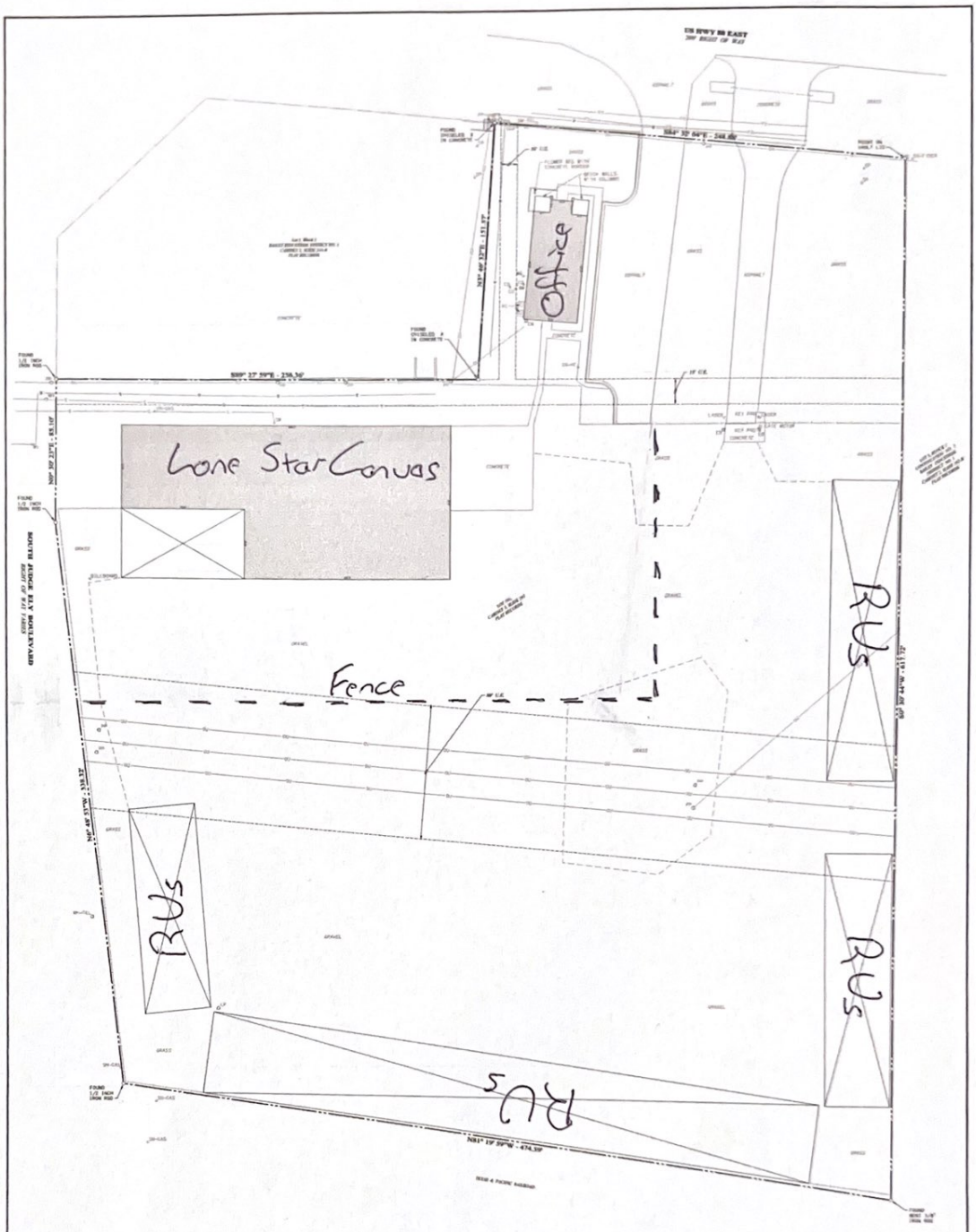
Owner	Property ID	Situs	Response
SKINNYS INC	15800	1001 E HWY 80	
TEARTEX LLC	15801	1083 E HWY 80	
TEARTEX LLC	15801	1075 E HWY 80	
JKK PROPERTIES LP	15921	1111 E HWY 80	
ALL CLARK INDUSTRIES INC	27787	103 S JUDGE ELY BL	
TX XPRESS LLC	33405	981 E HWY 80	
WORGULL INC	44056	1100 E HWY 80	
MB RENTALS LLC	58668	1002 E HWY 80	
MB RENTALS LLC	58668	1004 E HWY 80	
CITY OF ABILENE	59407	149 GANN ST	
CANTERBURY CROSSING LTD	92352	1250 YEOMANS RD	

LOCATION MAP



ZONING MAP


Zoning Map
N
W
E
S
Legend
Z-2023-22
Arterial
MF: Multi-Family Residential
GR: General Retail
HC: Heavy Commercial
LI: Light Industrial
HI: Heavy Industrial
998
982
1002
1004
1100
1110
1122
E HWY 80
925
GR
981
1001
N JUDGE ELY BL
1117
HC
1875
1883
LI
1111
149
1125
SANDY ST
HI
S JUDGE ELY BL
103
MF
1250



SCALE IN FEET

LEGEND

	SANITARY SEWER CLEANOUT		GAS METER
	MANHOLE - TELEPHONE	U.E.	UTILITY EASEMENT
	FIRE HYDRANT		GUY WIRE
	POWER POLE		LOT LINE
	TELEPHONE PULL BOX		BURIED FIBER OPTIC LINE
	SIGN TELEPHONE		OVERHEAD UTILITY LINE
	SIGN GAS		GAS LINE
	SIGN FIBER		WATER LINE
	SPRINKLER		SEWER LINE
	ELECTRIC BOX		FENCE
	ELECTRIC METER		
	LIGHT POLE		
	WATER METER		

I, RILEY ULMER GRIFFITH, R.P.L.S. 5963 DO HEREBY CERTIFY THAT THE PLAT HEREON WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND DURING THE MONTH OF 06/23/2021

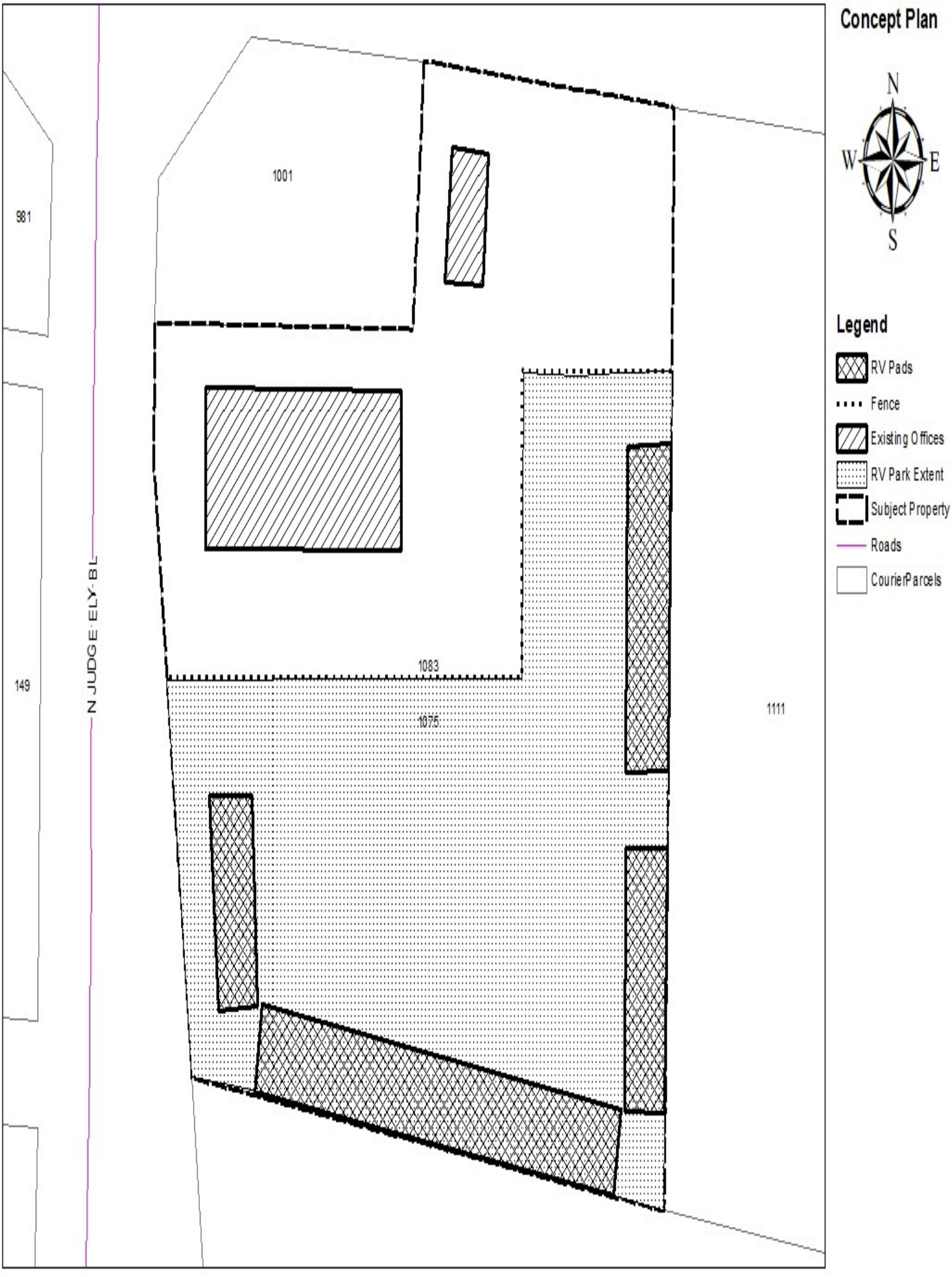
RILEY ULMER GRIFFITH, R.P.L.S. 5963

DATE: 06/23/2021

ENPROTEC/HIBBS & TODD, INC.
ENVIRONMENTAL AND CIVIL ENGINEERING
TBPE Firm Registration No. F-2165
TX Firm Registration No. 2165
TBPLS Firm Registration No. 10017600
NM Firm Registration No. 10017600

IMPROVEMENT SURVEY OF LOT 101, BLOCK 1, BAILEY INDUSTRIAL DISTRICT NO. 1 ABILENE, TAYLOR COUNTY, TEXAS

7668
06/23/2021


Concept Plan
N
W
E
S
Legend
RV Pads
Fence
Existing Offices
RV Park Extent
Subject Property
Roads
CourierParcels
1001
981
149
N JUDGE ELY BL
1083
1075
1111

REZONE REQUEST

Case:	Z-2023-22
Owner:	Teartex, LLC
Request:	Rezone from HC to PDD-182 (Vacation Travel Trailer Park)
Location:	1075 and 1083 East Highway 80
Notification:	0 in Favor, 0 Opposed
Planning & Zoning:	July 5, 2023
City Council Hearing:	July 27, 2023
	August 10, 2023

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

Aerial Map

N
W E
S

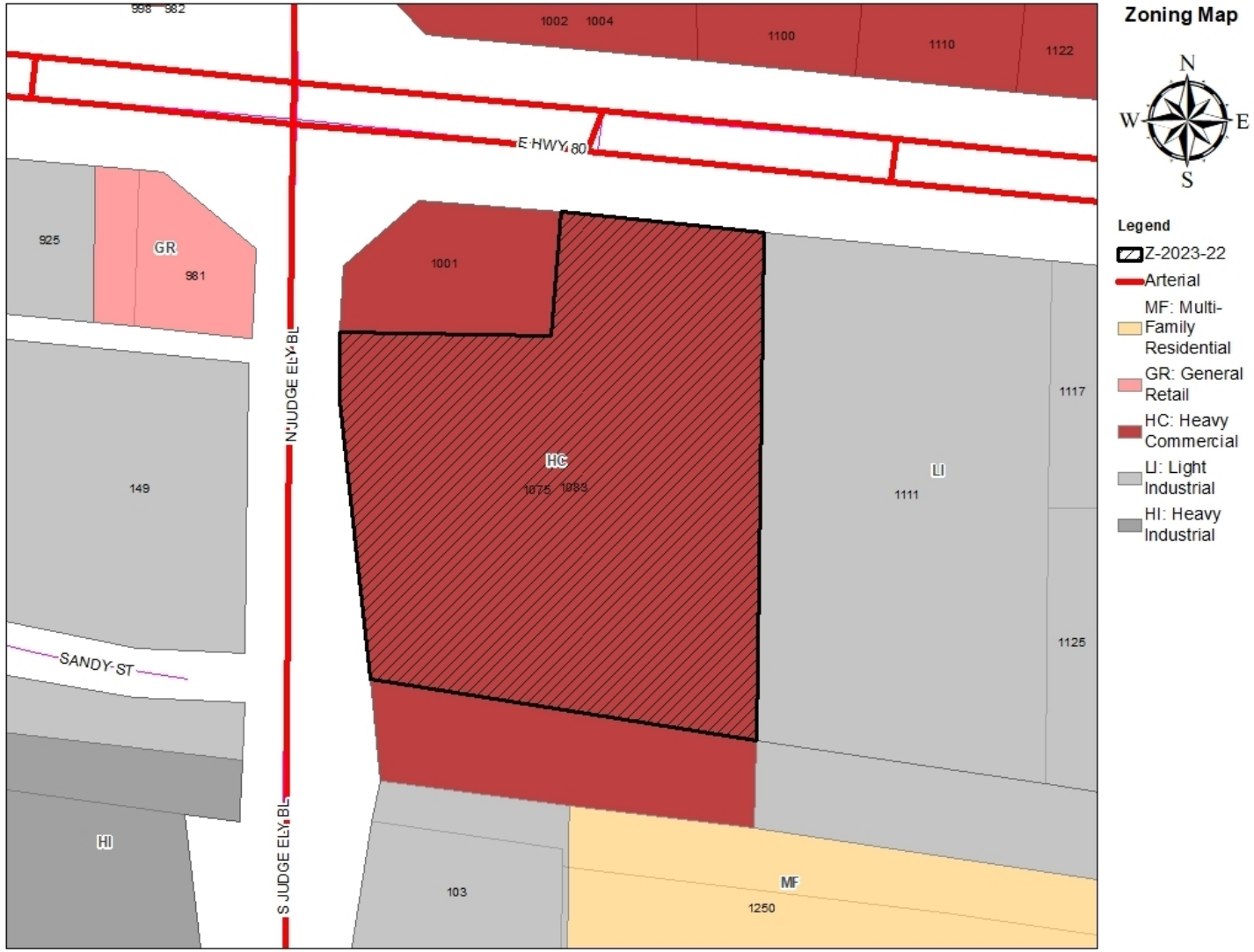
Legend

Z-2023-22

CourierParcels

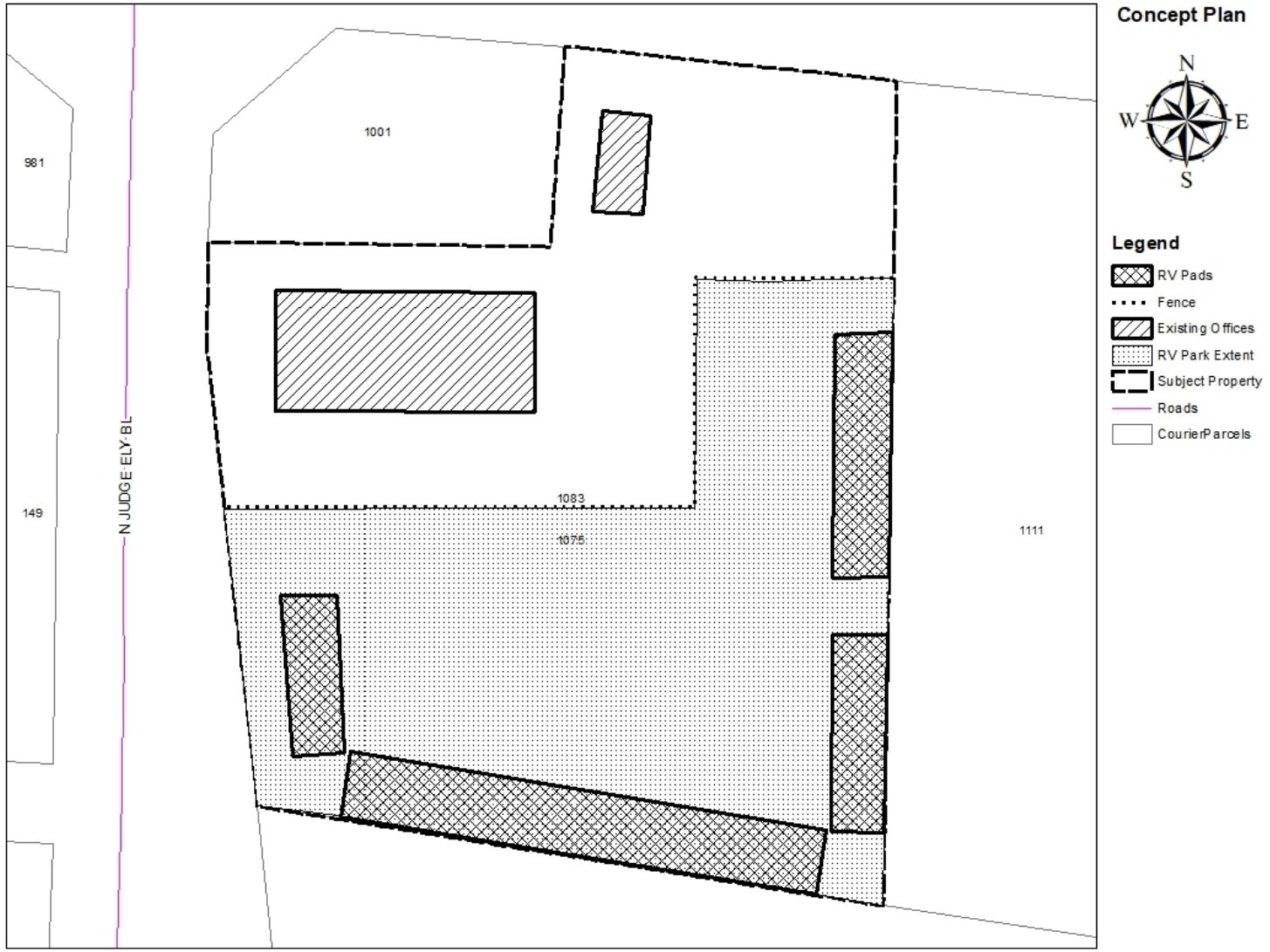
CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

CONCEPTUAL PLAN

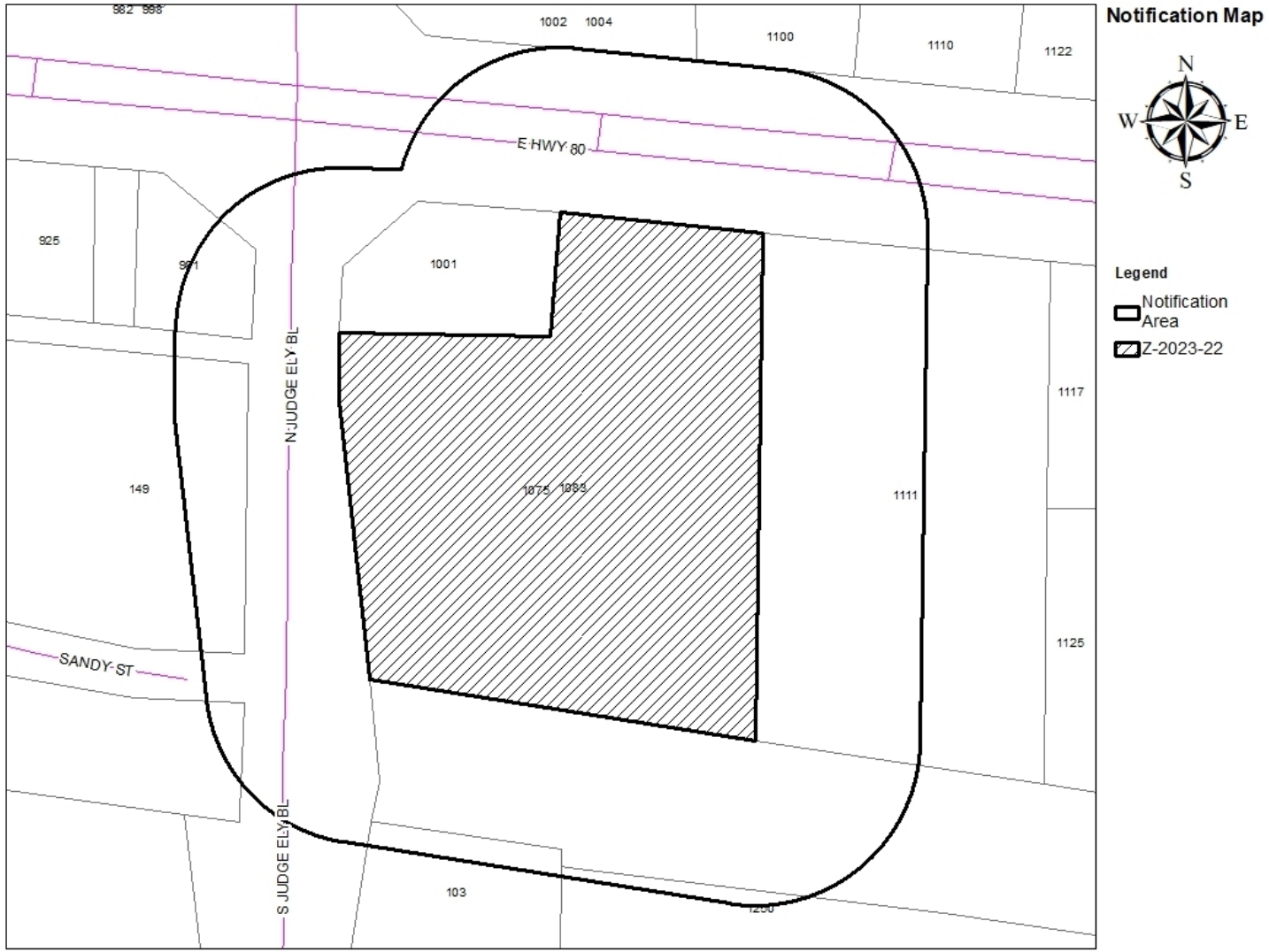


CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



0- In Favor-

0- Opposed-

0% Opposed

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The proposed request for PD 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**

CITY OF ABILENE TEXAS

Questions?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

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

SUBJECT: **19. Ordinance (Final Reading) Z-2023-23: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Industrial Blocks, LLC, Paul Grohman, And Frenchman's Creek Townhome Owners Association, Represented By Jacob & Martin, To Change The Zoning Of Approximately 2.21 Acres From Medium Density Residential (MD) And PDD-45 To Medium Density Residential (MD). Located At 45, 61, And 71 Rue Maison Street. *(Tim Littlejohn)***

GENERAL INFORMATION

Change the zoning of approximately 2.21 acres from Planned Development District (PD-45) and Medium Density Residential (MD) to Medium Density Residential (MD).

SPECIAL CONSIDERATIONS

The subject property is included in the "Frenchman's Creek PDS" District when it was created in 1986. The Frenchman's Creek PDS allowed general retail uses and self-storage units. This request, if approved, would allow the owner to create additional units in the Frenchman's Creek Subdivision.

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. Ordinance
2. Z-2023-23Staff Report
3. Z-2023-23 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 27th day of July, 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 17th day of June, 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 27th day of July, 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 10th day of August, 2023.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

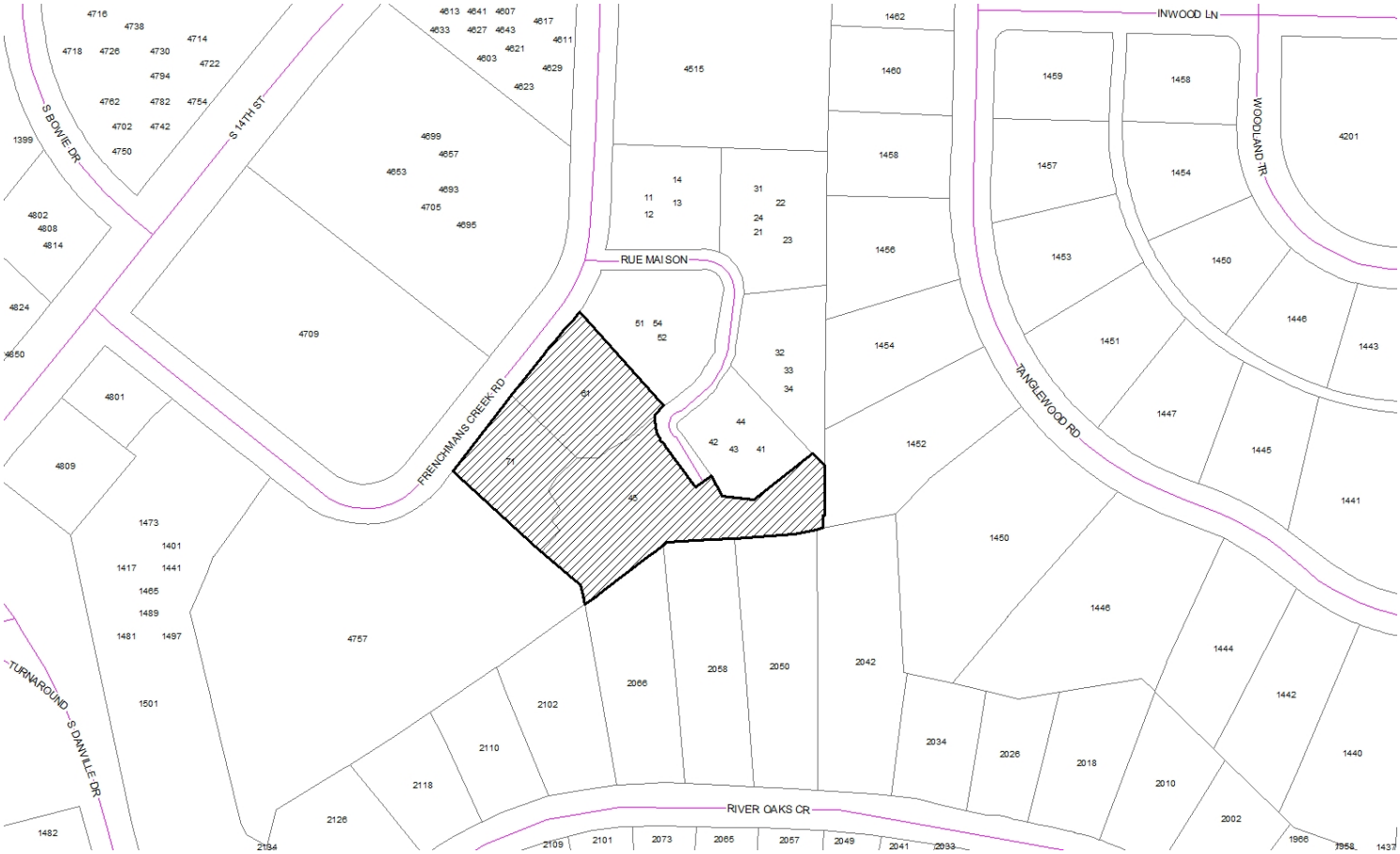
ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land from a Planned Development District (PD-45) District to a Medium Density Residential (MD) District.

Legal description being as follows:
Frenchman's Creek Section 2, Block 2, Lots 6 and 7 Replat of part of Lot 401 and the Northeast part of Lot 401, Block 2, Section 2, Frenchman's Creek.

Located at 61, 71, and 45 Rue Maison, Abilene, Taylor County, Texas.



END

ZONING CASE Z-2023-23
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 5, 2023
City Council 1st Reading: July 27, 2023
City Council 2nd Reading: August 10, 2023

Applicant
Owner: Industrial Blocks, LLC and Frenchman's Creek Townhome Owners' Association Inc.
Agent: Jacob & Martin

Case Manager
Adam Holland

Request
Change the zoning of approximately 2.21 acres from Planned Development District (PD-45) and Medium Density Residential (MD) to Medium Density Residential (MD).

Location
61, 71, and 45 Rue Maison

Zoning, Existing and Proposed Land Use
The subject property is included in the "Frenchman's Creek PDS" District when it was created in 1986. The Frenchman's Creek PDS allowed general retail uses and self-storage units. This request, if approved, would allow the owner to create additional units in the Frenchman's Creek Subdivision.

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 would be appropriate as most of the lots surrounding the subject site are undeveloped. The site also better suited for medium density residential uses given the proximity of the site to similar 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 access to all required utilities.

(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.**

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

By Owner

Owner	Property ID	Situs	Response
ABILENE FRENCHMANS CREEK 93	38585	4695 S 14TH ST	
ABILENE FRENCHMANS CREEK 93	38585	4693 S 14TH ST	
ABILENE FRENCHMANS CREEK 93	38585	4657 S 14TH ST	
ABILENE FRENCHMANS CREEK 93	38585	4653 S 14TH ST	
ABILENE FRENCHMANS CREEK 93	38585	4705 S 14TH ST	
ABILENE FRENCHMANS CREEK 93	38585	4699 S 14TH ST	
BENCH PATRICIA LANDERS	57572	2058 RIVER OAKS CR	
ESTES JOHN E & NANCY K	40019	42 RUE MAISON	
ESTES JOHN E & NANCY K	40019	41 RUE MAISON	
ESTES JOHN E & NANCY K	40019	43 RUE MAISON	
ESTES JOHN E & NANCY K	40019	44 RUE MAISON	
FRENCHMANS CREEK JOINT VENTURE 93 ET AL	38706	4757 FRENCHMANS CREEK RD	
FRENCHMANS CREEK TOWNHOME	38586	45 RUE MAISON	
GEE ROBERT S & MARY	48602	1454 TANGLEWOOD RD	
HARRISON RANDOLPH B & BONNIE G	39187	31 RUE MAISON	
HARRISON RANDOLPH B & BONNIE G	39187	22 RUE MAISON	
HARRISON RANDOLPH B & BONNIE G	39187	24 RUE MAISON	
HARRISON RANDOLPH B & BONNIE G	39187	21 RUE MAISON	
HARRISON RANDOLPH B & BONNIE G	39187	23 RUE MAISON	
HOWARD CHRISTOPHER BLAKE & MARLINDA	48461	1456 TANGLEWOOD RD	
INDUSTRIAL BLOCKS LLC &	39428	71 RUE MAISON	
INDUSTRIAL BLOCKS LLC &	39426	61 RUE MAISON	
LENKER PAUL A & MOLLY J	57323	2042 RIVER OAKS CR	F
LOWRANCE JETT & ASHLEY	57895	2102 RIVER OAKS CR	
MEADOR WILLIAM ALLAN & EMILY E	39535	12 RUE MAISON	F
MEADOR WILLIAM ALLAN & EMILY E	39535	14 RUE MAISON	F
MEADOR WILLIAM ALLAN & EMILY E	39535	13 RUE MAISON	F
MEADOR WILLIAM ALLAN & EMILY E	39535	11 RUE MAISON	F
NEIE STEVEN D & MARIA C	57705	2066 RIVER OAKS CR	

OLIVER ERIC L & DANNA M	48731	1452 TANGLEWOOD RD	
PETROSS STANLEY M & CONNIE L	40798	32 RUE MAISON	F
PETROSS STANLEY M & CONNIE L	40798	33 RUE MAISON	F
PETROSS STANLEY M & CONNIE L	40798	34 RUE MAISON	F
ROEDER AUSTIN & CALLIE	48871	1450 TANGLEWOOD RD	
SCFRC HW V LLC	38462	4709 S 14TH ST	
STEELE MATTHEW EVAN & JILLIAN	57457	2050 RIVER OAKS CR	
TEBOW JAMES ROYAL &	58023	2110 RIVER OAKS CR	
WELLHAUSEN CLINT &	1011213	54 RUE MAISON	
WELLHAUSEN CLINT &	1011213	52 RUE MAISON	
WELLHAUSEN CLINT &	1011213	51 RUE MAISON	

By Property ID

Owner	Property ID	Situs	Response
SCFRC HW V LLC	38462	4709 S 14TH ST	
ABILENE FRENCHMANS CREEK 93	38585	4695 S 14TH ST	
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ESTES JOHN E & NANCY K	40019	42 RUE MAISON	
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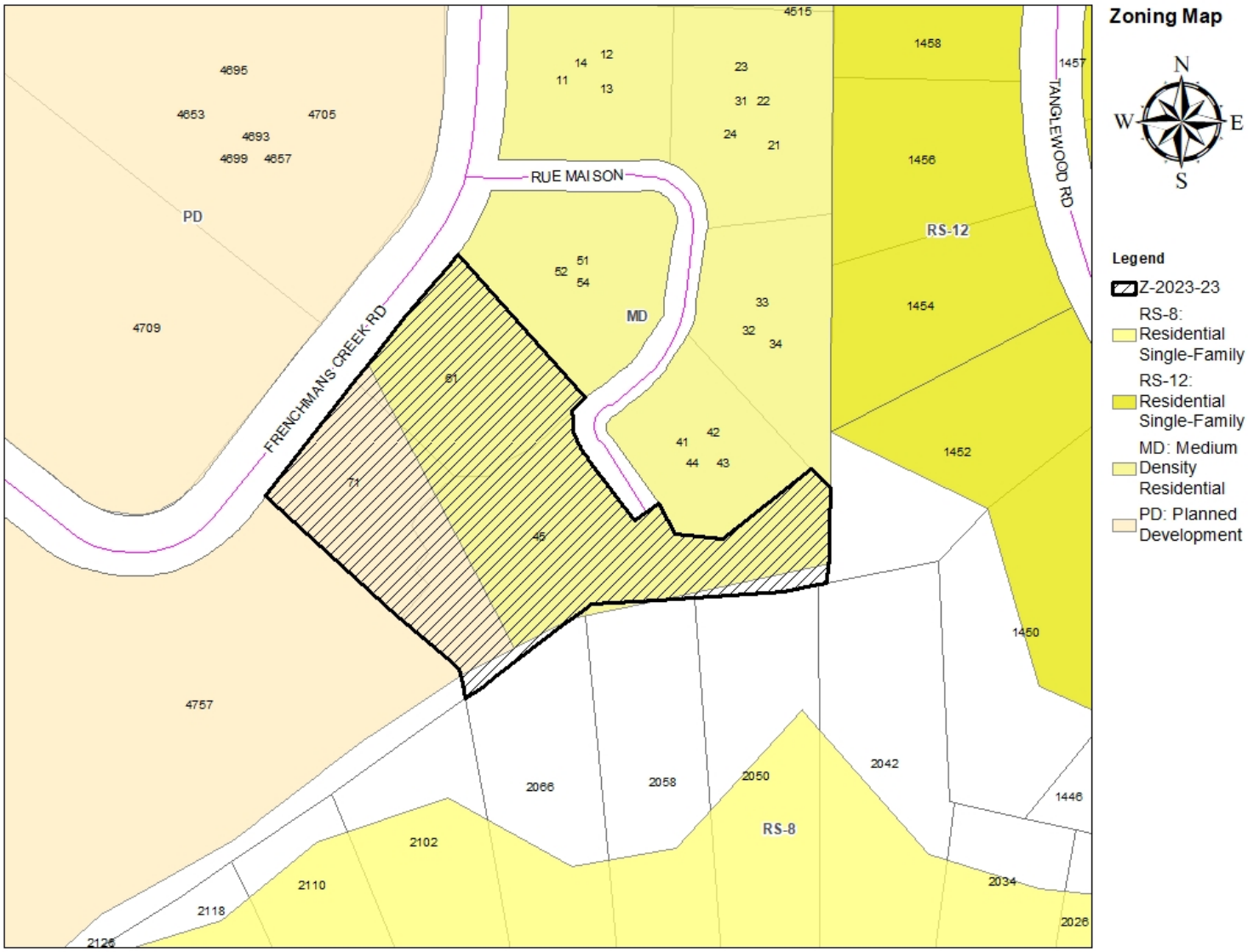
WELLHAUSEN CLINT &	1011213	54 RUE MAISON	
WELLHAUSEN CLINT &	1011213	52 RUE MAISON	
WELLHAUSEN CLINT &	1011213	51 RUE MAISON	

***Multiple in favors on single parcel counts as one**

LOCATION MAP

ZONING MAP


Zoning Map
N
W
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S
Legend
Z-2023-23
RS-8: Residential Single-Family
RS-12: Residential Single-Family
MD: Medium Density Residential
PD: Planned Development
RUE MAISON
FRENCHMANS CREEK RD
TANGLEWOOD RD
PD
MD
RS-12
RS-8
4515
1458
1457
1456
1454
1452
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1446
4695
4653
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2126
2034
2026

REZONE REQUEST

Case:	Z-2023-23
Owner:	Industrial Blocks, LLC and Frenchman's Creek Townhome Owners' Association Inc.
Agent:	Jacob & Martin
Request:	Rezone from PD-45 to MD
Location:	61, 71, and 45 Rue Maison
Notification:	3 in Favor, 0 Opposed
Planning & Zoning:	July 5, 2023
City Council Hearing:	July 27, 2023
	August 10, 2023

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

Aerial Map

N
W E
S

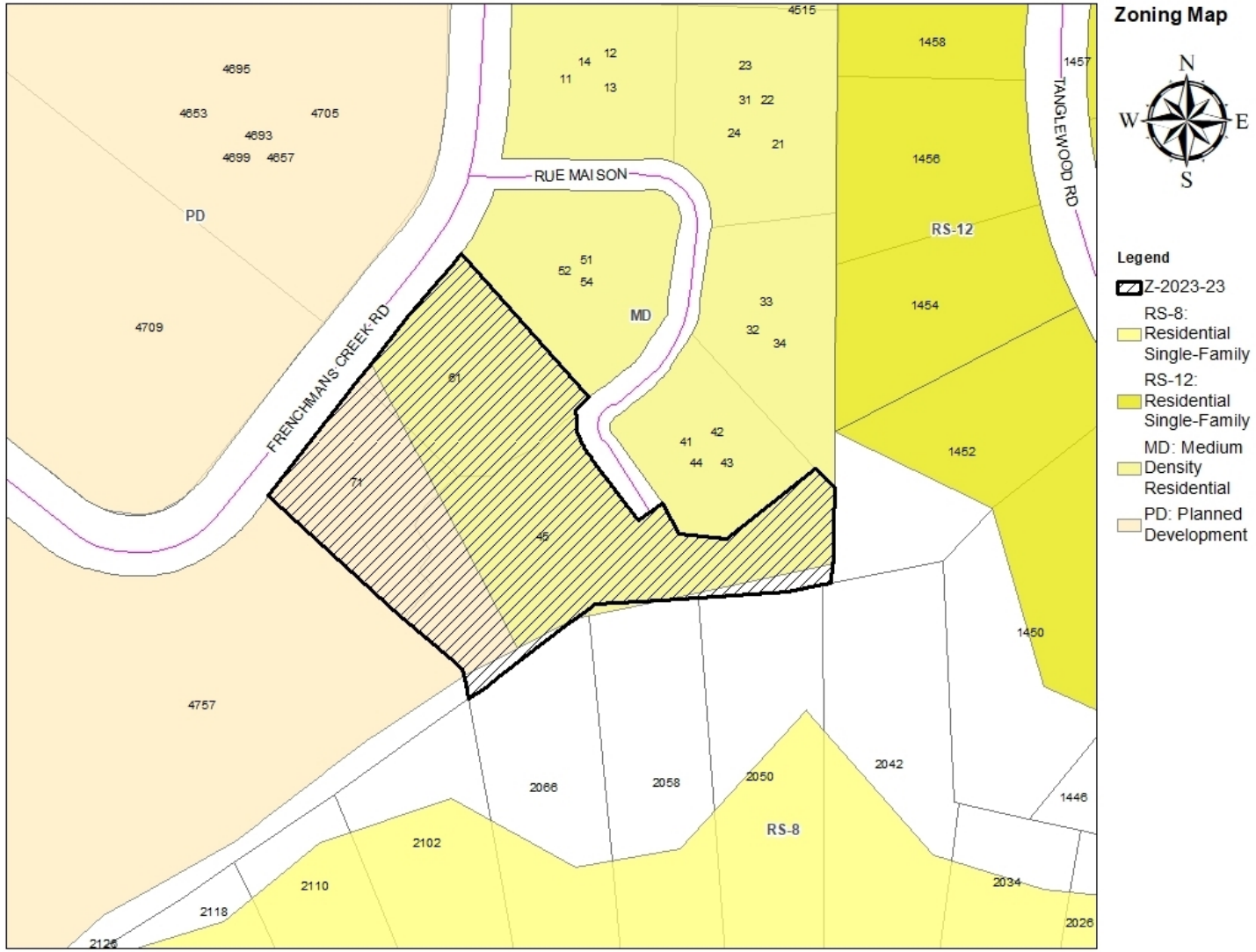
Legend

Z-2023-23

CourierParcels

CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

Permitted Uses in GR Zoning

RESIDENTIAL USES:

P	Bed & Breakfast
P	Dwelling – Industrialized Housing Unit
P	Dwelling – Institutional
C	Dwelling – Multiple-Family
P	Dwelling – Single Family Detached
P	Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P/C	Day Care Operation – Home Based
P	Drive-Thru Facility
TP	Field Office or Construction Office (temporary)
C	Freight Container
P	Fuel Sales
P	Garage Sales
P	Home Occupation
TP	Itinerant Business
P	Manufacturing (incidental)
TP	Mobile Home (temporary security residence)
P	Recreation Building, Multipurpose
P	Recreation Equipment, Mobile (storage and parking)
P	Recycling Collection Point
P	Subdivision Sales Office (temporary)
P	Swimming Pools, Private (accessory to residential use)
P	Tennis Courts, Private (accessory to residential use)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

P	Civic, Social, and Fraternal Organization
P	Cultural Facilities
C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)
P	Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

C	Ambulance Service
P	Fire/Police Station
P	Medical/Dental Laboratory
P	Post Office
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P	Arts School
P	Church or Place of Worship
P	Day-Care Operation - Center-Based
P	Educational and Scientific Research
P	School: Public/Private
C	Trade/Business School
P	University/College

SERVICE

P/C	Automobile Wash
C	Funeral Home/ Mortuary/Morgue
P	Kennel (Without Outdoor Pens)
P	Laundry/Dry Cleaning Services & Facilities
P	Office (general, professional, financial)
P	Personal Services
C	Printing, Copying, Reproduction, Publishing
P	Repair and Maintenance Services - Automobile/Small Truck (minor)
P	Repair and Maintenance Services (indoor)
C	Tattoo Parlor
P	Veterinary Service (small animals)

TRADE – RETAIL USES

P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Fuel Sales
P	Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
P	Liquor Store (On Premises Consumption) *(Defined under Liquor Store)*
P	Restaurant, Brew Pub
P	Restaurant, Fast Food
P	Restaurant, Standard
P	Retail Sales/Rental (indoor)
C	Retail Sales/Rental (outdoors, non-vehicle)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C	Antenna Tower- Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

P	**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**

CITY OF ABILENE TEXAS

Permitted Uses in MD Zoning

RESIDENTIAL USES:

C	Bed & Breakfast
P	Dwelling – Duplex
P	Dwelling – Industrialized Housing Unit
C	Dwelling – Institutional
P	Dwelling – Multiple-Family
P	Dwelling – Single-Family Detached
C	Group Home

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P/C	Day Care Operation – Home-Based
TP	Field Office or Construction Office (temporary)
P	Garage Sale
P	Home Occupation
C	Mobile Home (temporary security residence)
P	Recreation Building, Multipurpose
P	Recreation Equipment, Mobile (storage & parking)
TP	Subdivision Sales Office (temporary)
P	Swimming Pool, Private (accessory to residential use)
P	Tennis Court, Private (accessory to residential use)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

C	Civic, Social, and Fraternal Organization
C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Homeless/Emergency Shelter
C	Rehabilitation Facility
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P	Church or Place of Worship
C	Day-Care Operation - Center-Based
P	School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

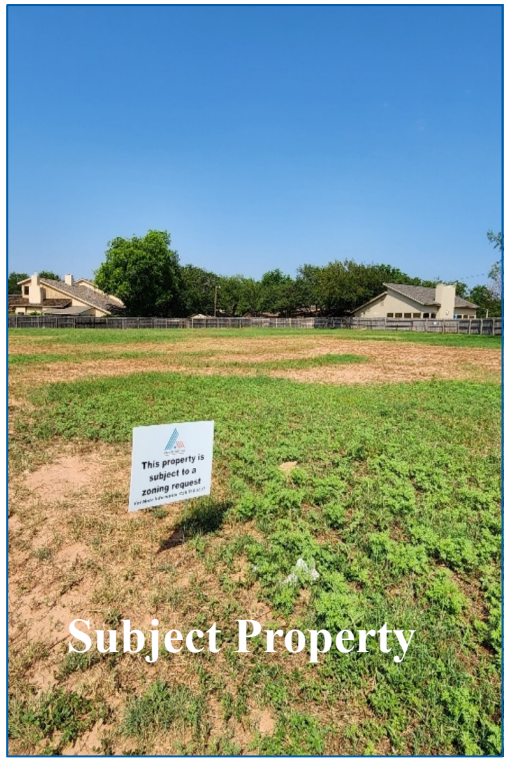
P	Petroleum or Gas Well
P	Urban Garden

LEGEND

P	**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**

CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY



Subject Property

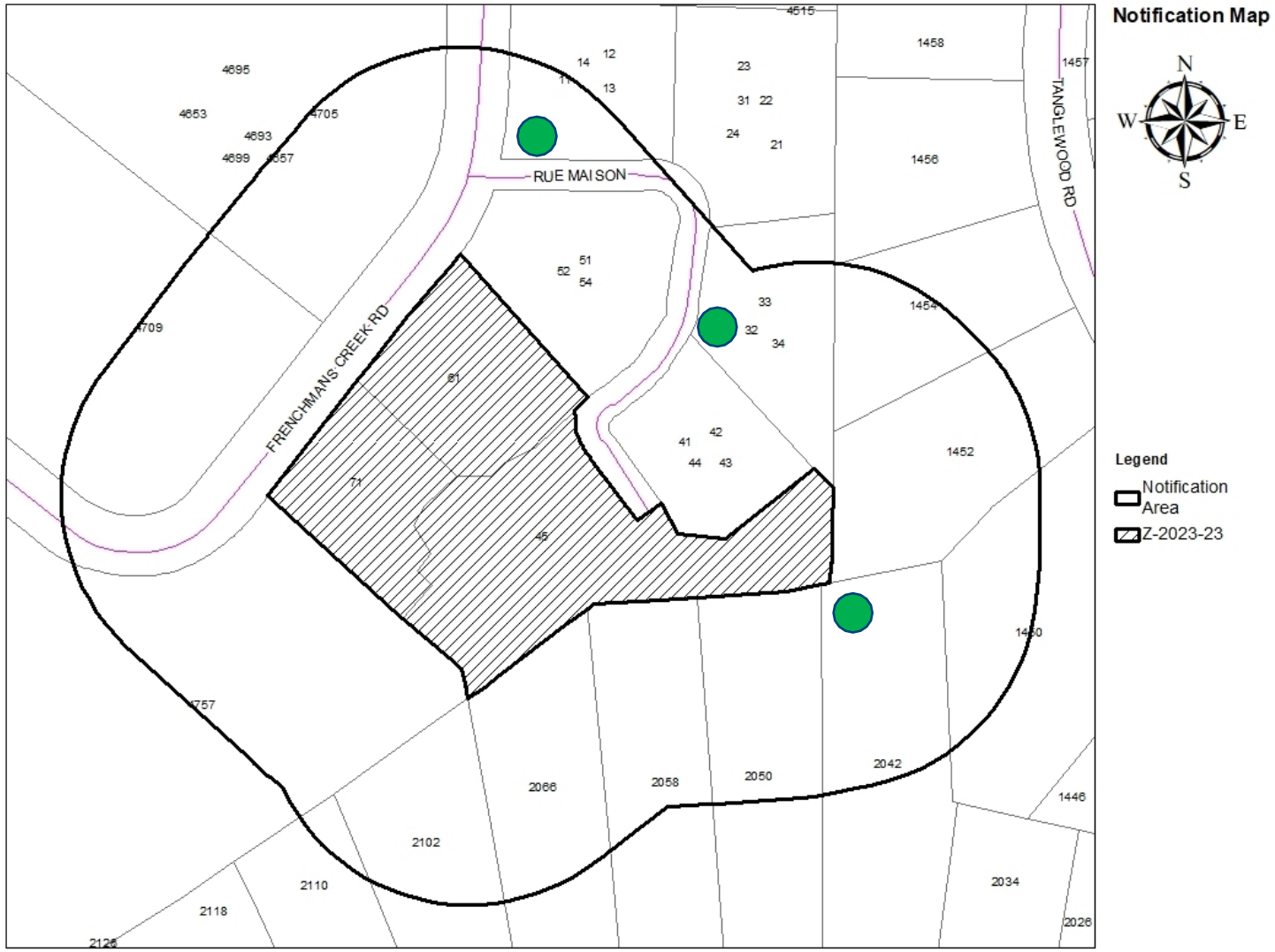
West Neighboring Property

East Neighboring Property

North Neighboring Property

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



3- In Favor-

0- Opposed-

0% Opposed

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The proposed request for MD 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**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

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

SUBJECT: **20. Ordinance (Final Reading) Z-2023-25: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From PB 6950, LLC, Represented By Jacob & Martin, To Change The Zoning Of Approximately 3.6 Acres From Medium Density Residential (MD) And Patio Home (PH) To General Retail (GR). Located At 6817x Horse Head Crossing. *(Tim Littlejohn)***

GENERAL INFORMATION

Change the zoning of approximately 3.6 acres from Medium Density Residential (MD) and Patio Home (PH) to General Retail (GR).

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Z-2023-25 Ordinance
2. Z-2023-25 Staff Report

3. 50706_2023.05.22_DENALI ADDITION-rezoning request
4. Z-2023-25 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 27th day of July, 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 17th day of June, 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 27th day of July, 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 10th day of August, 2023.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land from Medium Density Residential (MD) and Patio Home (PH) to General Retail (GR).

Legal description being the East 250' of Lot 8, Block C, Denali Addition, Abilene, Taylor County, Texas.

Located at 6817X Horse Head Crossing, Abilene, Taylor County, Texas.

END

ZONING CASE Z-2023-25
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 5, 2023
City Council 1st Reading: July 27, 2023
City Council 2nd Reading: August 10, 2023

Applicant
Owner: PB 6950 LLC
Agent: Jacob & Martin

Case Manager
Clarissa Ivey – Planner

Request
Change the zoning of approximately 3.6 acres from Medium Density Residential (MD) and Patio Home (PH) to General Retail (GR).

Location
Located within the Denali Addition Subdivision, the East 250' of Lot 8, Block C, at 6817X Horse Head Crossing, Abilene, Taylor County, Texas.

Background
The subject property has remained vacant since it's annexation in 1980.

Zoning, Existing and Proposed Land Use
The properties surrounding the subject site portion of a lot are primarily residential. Property to the north is zoned Residential Single-Family 8 (RS-8). Property to the south is zoned Multi-Family (MF). Properties to the west across Memorial Drive are zoned Medium Density (MD) residential. Properties to the west are zoned Patio Home (PH) and MD.

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 the 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.**
Properties at the southwest corner of Memorial Drive and Antilley Road, north of the subject site, are zoned GR and are undeveloped.

This proposed request will require buffering along the residential areas.

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.

(3) 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 of GR.**

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

Owner	Situs	Property ID	Response
	6734 OLD DOAN TR	1079577	
	6742 POTTER-BACON TR	1079566	
	6817X HORSE HEAD CROSSING	1079390	
		1079391	
	6734 POTTER-BACON TR	1079567	
	6741 OLD DOAN TR	1079575	
	6742 OLD DOAN TR	1079576	
	6733 OLD DOAN TR	1079574	
PB 6950 LLC		37975	F
WESLEY COURT LLC	2606 BRISTOL CT	968668	
WESLEY COURT LLC	6525 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6510 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6564 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6557 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6526 LINCOLNSHIRE WY	968668	
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WESLEY COURT LLC	2602 BRISTOL CT	968668	
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WESLEY COURT LLC	6570 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6537 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6502 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	2617 ANTILLEY RD	968668	
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WESLEY COURT LLC	6540 LINCOLNSHIRE WY	968668	
WESLEY COURT LLC	6539 LINCOLNSHIRE WY	968668	
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WESLEY COURT LLC	6533 LINCOLNSHIRE WY	968668	
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WESLEY COURT LLC	6528 LINCOLNSHIRE WY	968668	
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WESLEY COURT LLC	2702 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2717 CHARTER HOUSE DR	968668	
WESLEY COURT LLC	2706 CHARTER HOUSE DR	968668	
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	6742 OLD DOAN TR	1079576	
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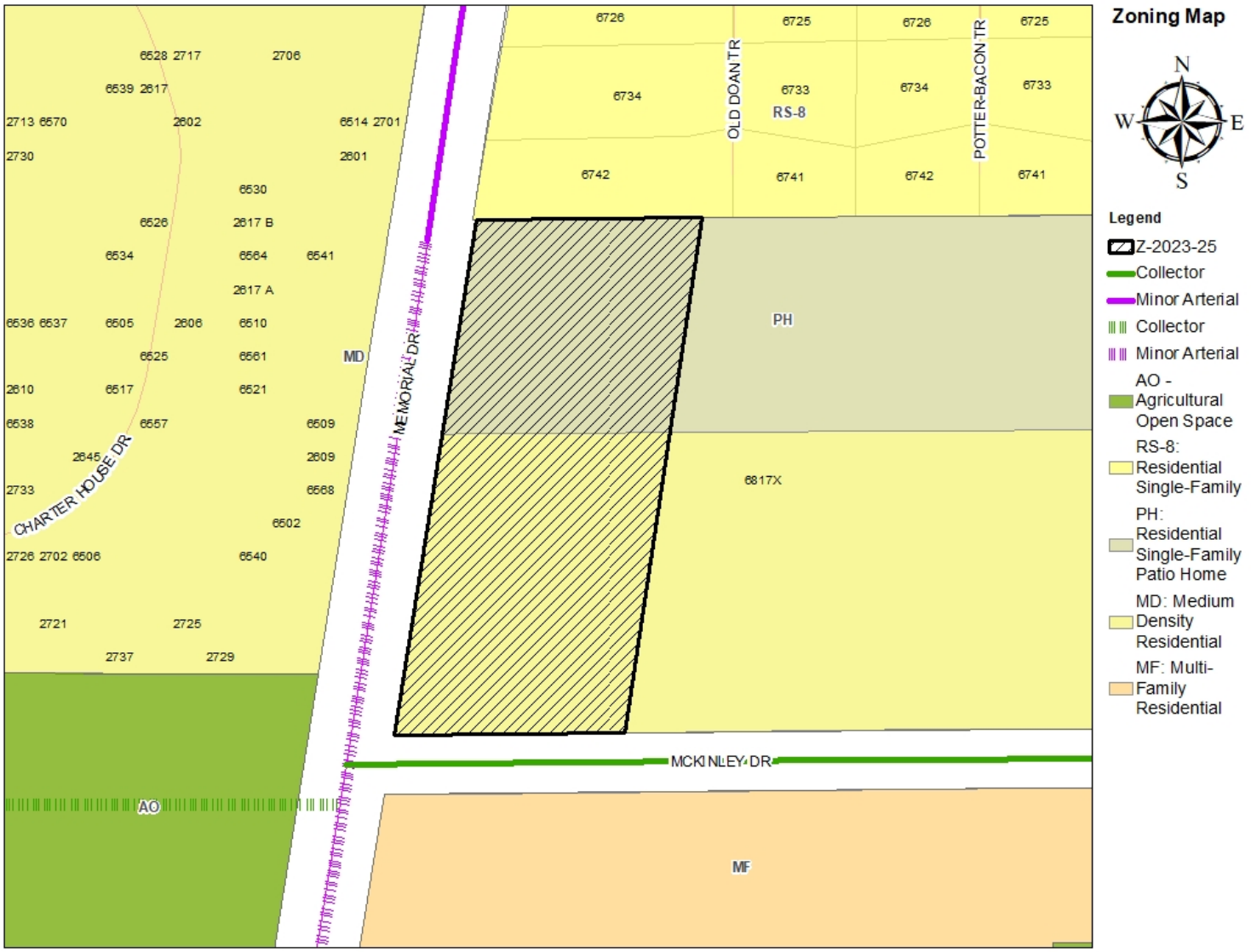
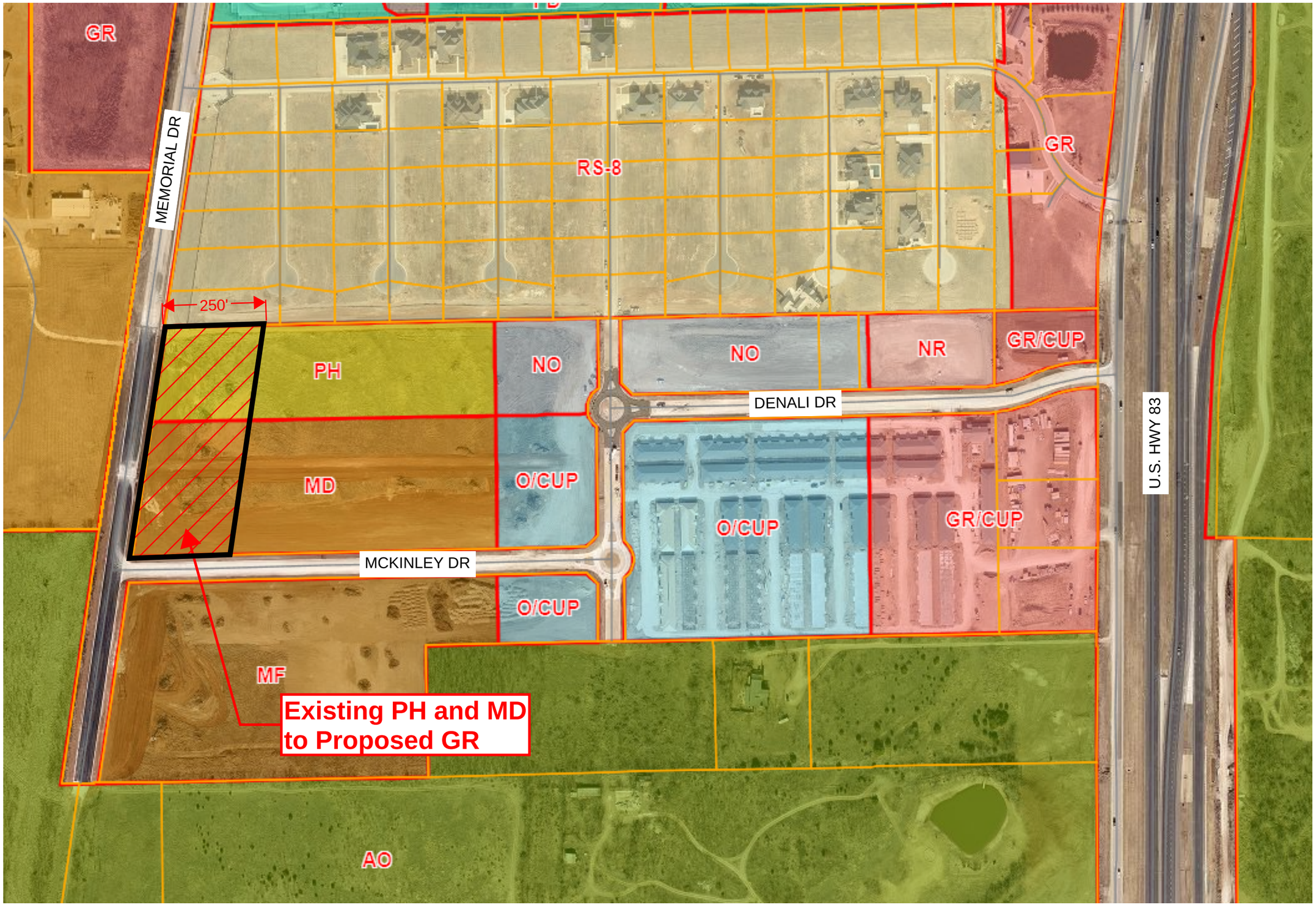
LOCATION MAP

ZONING MAP



Case # Z-2023-25
June 27, 2023



NORTH

JACOB MARTIN

TBPE FIRM # 2448 | TBAE FIRM # BR 2261 | TBPELS FIRM # 10194493

ABILENE, TEXAS

THE DENALI ADDITION

GR REZONING REQUEST

NO.	REVISION	DATE

PROJECT # | SCALE N.T.S.

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.

SEQ. | SHEET

REZONE REQUEST

Case:	Z-2023-25
Owner:	PB 6950 LLC
Agent:	Jacob & Martin
Request:	Rezone from MD and PH to GR
Location:	6817x Horse Head Crossing
Notification:	1 in Favor, 0 Opposed
Planning & Zoning:	July 5, 2023
Council Hearing:	July 27, 2023
	August 10, 2023

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP

Aerial Map

N
W E
S

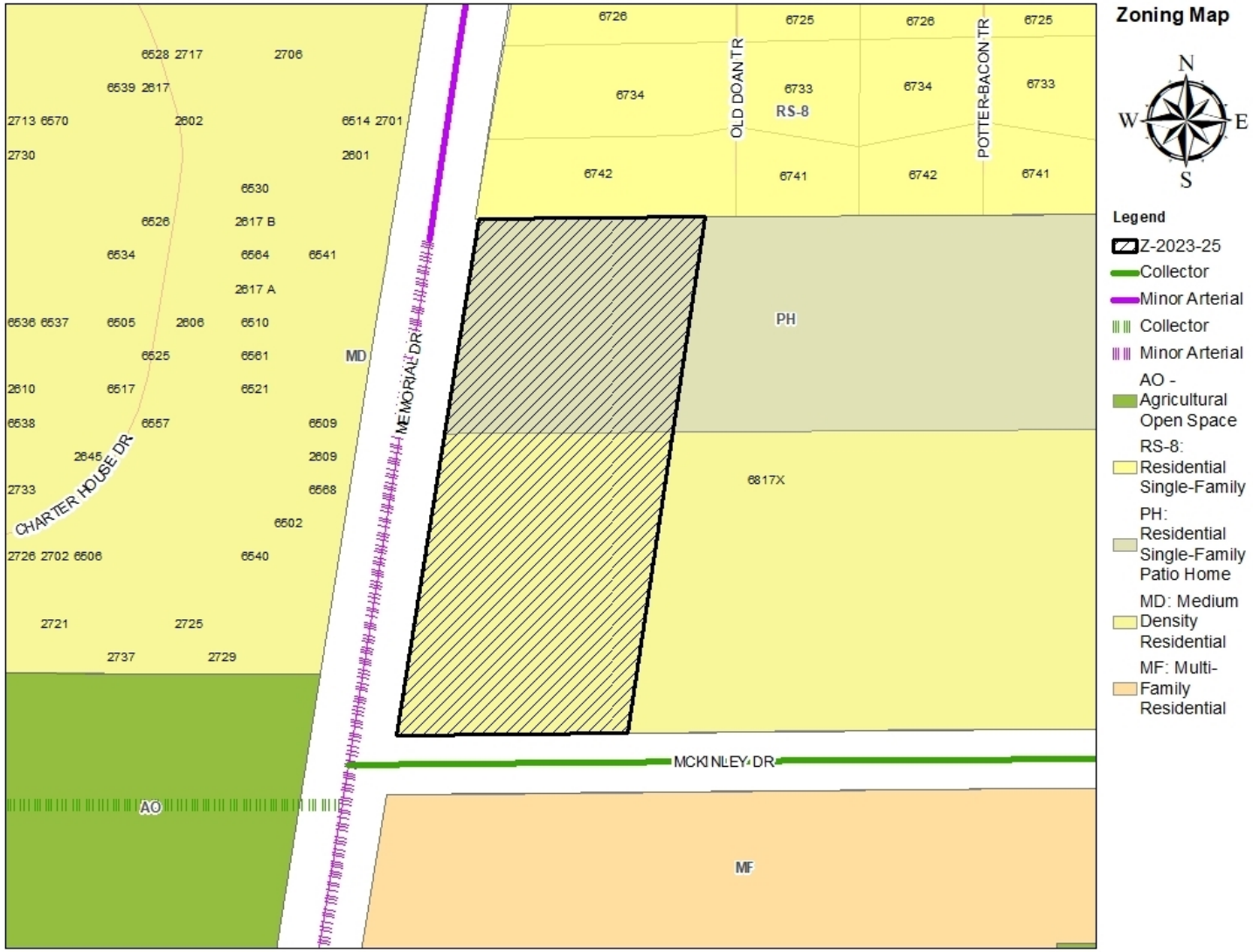
Legend

Z-2023-25

CourierParcels

CITY OF ABILENE TEXAS

ZONING MAP



CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY

Subject Property

West Neighboring Property

North Neighboring Property

CITY OF ABILENE TEXAS

Permitted Uses in MD Zoning

RESIDENTIAL USES:

C	Bed & Breakfast
P	Dwelling – Duplex
P	Dwelling – Industrialized Housing Unit
C	Dwelling – Institutional
P	Dwelling – Multiple-Family
P	Dwelling – Single-Family Detached
C	Group Home

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P/C	Day Care Operation – Home-Based
TP	Field Office or Construction Office (temporary)
P	Garage Sale
P	Home Occupation
C	Mobile Home (temporary security residence)
P	Recreation Building, Multipurpose
P	Recreation Equipment, Mobile (storage & parking)
TP	Subdivision Sales Office (temporary)
P	Swimming Pool, Private (accessory to residential use)
P	Tennis Court, Private (accessory to residential use)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

C	Civic, Social, and Fraternal Organization
C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Homeless/Emergency Shelter
C	Rehabilitation Facility
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P	Church or Place of Worship
C	Day-Care Operation - Center-Based
P	School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

P	**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**

CITY OF ABILENE TEXAS

Permitted Uses in PH Zoning

RESIDENTIAL USES:

C Bed & Breakfast
P Dwelling – Industrialized Housing Unit
P Dwelling – Patio 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
P Recreation Building, Multipurpose
P Recreation Equipment, Mobile (storage & parking)
TP Subdivision Sales Office (temporary)
P Swimming Pool, Private (accessory to residential use)
P Tennis Court, Private (accessory to residential use)
P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

C Recreation – Outdoors (active)
P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P Community Home
P Fire/Police Station

EDUCATIONAL AND RELIGIOUS USES:

P Church or Place of Worship
P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P Petroleum or Gas Well
P Urban Garden

LEGEND

P **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**

CITY OF ABILENE TEXAS

Permitted Uses in GR Zoning

RESIDENTIAL USES:

P Bed & Breakfast
P Dwelling – Industrialized Housing Unit
P Dwelling – Institutional
C Dwelling – Multiple-Family
P Dwelling – Single Family Detached
P Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

P Accessory Structure (Also see Division 4 of this article)
P Antenna, Non-Commercial/Amateur
P ATM's, Self-Serve Kiosks, and Similar Facilities
P/C Day Care Operation – Home Based
P Drive-Thru Facility
TP Field Office or Construction Office (temporary)
C Freight Container
P Fuel Sales
P Garage Sales
P Home Occupation
TP Itinerant Business
P Manufacturing (incidental)
TP Mobile Home (temporary security residence)
P Recreation Building, Multipurpose
P Recreation Equipment, Mobile (storage and parking)
P Recycling Collection Point
P Subdivision Sales Office (temporary)
P Swimming Pools, Private (accessory to residential use)
P Tennis Courts, Private (accessory to residential use)
P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

P Civic, Social, and Fraternal Organization
P Cultural Facilities
C Recreation – Outdoors (active)
P Recreation – Outdoors (passive)
P Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

C Ambulance Service
P Fire/Police Station
P Medical/Dental Laboratory
P Post Office
C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P Arts School
P Church or Place of Worship
P Day-Care Operation - Center-Based
P Educational and Scientific Research
P School: Public/Private
C Trade/Business School
P University/College

SERVICE

P/C Automobile Wash
C Funeral Home/ Mortuary/Morgue
P Kennel (Without Outdoor Pens)
P Laundry/Dry Cleaning Services & Facilities
P Office (general, professional, financial)
P Personal Services
C Printing, Copying, Reproduction, Publishing
P Repair and Maintenance Services - Automobile/Small Truck (minor)
P Repair and Maintenance Services (indoor)
C Tattoo Parlor
P Veterinary Service (small animals)

TRADE – RETAIL USES

P ATM's, Self-Serve Kiosks, and Similar Facilities
P Fuel Sales
P Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
P Liquor Store (On Premises Consumption) *(Defined under Liquor Store)*
P Restaurant, Brew Pub
P Restaurant, Fast Food
P Restaurant, Standard
P Retail Sales/Rental (indoor)
C Retail Sales/Rental (outdoors, non-vehicle)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C Antenna Tower- Commercial
P Automobile Parking Lot or Structure - Commercial
P Broadcast Studio
P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P Petroleum or Gas Well
P Urban Garden

LEGEND

P **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**
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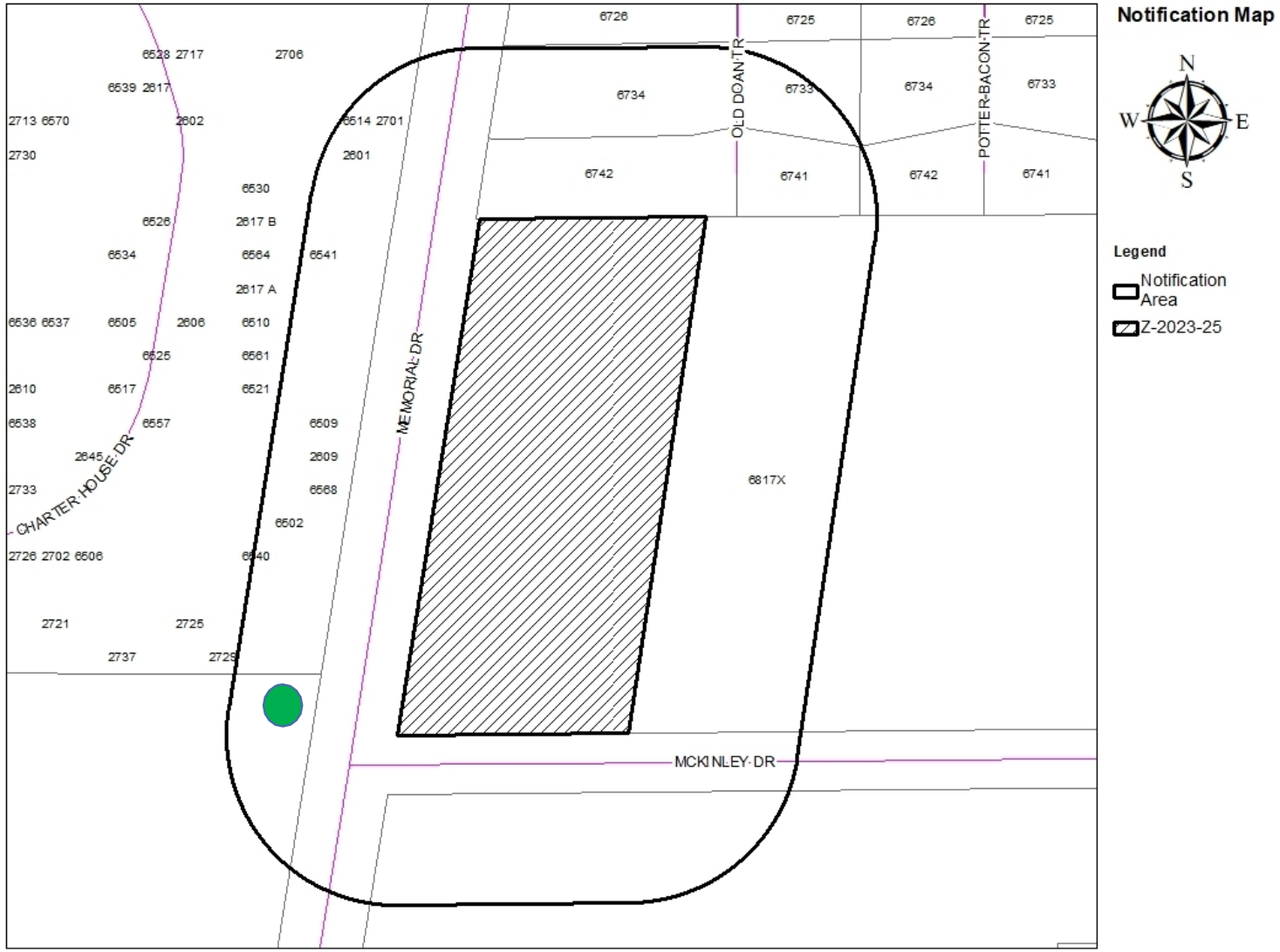
CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



1- In Favor-

0- Opposed-

% OPPOSITION

CITY OF ABILENE TEXAS

FINDINGS AND RECOMMENDATIONS

The proposed request to General Retail (GR) is consistent with:

- Comprehensive Plan;
- The surrounding uses and zoning;
- Generally accepted planning principals;
- The Criteria for Approval in the LDC.

P&Z Recommendation: **Approval of GR**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

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

SUBJECT: **21. Ordinance (Final Reading) Z-2023-27: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From Melinda Hill And Rebecca King Represented By Matthew Musechenko To Change The Zoning Of Approximately 3.4 Acres From Agricultural Open To Multi-Family (MF). Located At 2349 And 2333 Huckleberry Lane. *(Tim Littlejohn)***

GENERAL INFORMATION

Change the zoning of approximately 3.4 acres from Agricultural Open to Multi-Family (MF).

SPECIAL CONSIDERATIONS

The subject property has remained vacant since it's annexation in 1959.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-1.

ATTACHMENTS:

1. Z-2023-27 Ordinance

2. Z-2023-27 Staff Report
3. 2333 & 2349 Huckleberry Ln - PHOTOS
4. Z-2023-27 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.

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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 27th day of July, 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 17th day of June, 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 27th day of July, 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 10th day of August, 2023.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land from Agricultural Open (AO) to Multi-Family (MF).

Legal description being the 3.4 acres of Lot 1 W. T. McQuary of North Park, Abilene, Taylor County, Texas.

Located at 2349 and 2333 Huckleberry Lane, Abilene, Taylor County, Texas.

END

ZONING CASE Z-2023-27
STAFF REPORT

PLANNING & DEVELOPMENT SERVICES
CITY OF ABILENE TEXAS

Scheduled Hearings
Planning & Zoning Commission: July 5, 2023
City Council 1st Reading: July 27, 2023
City Council 2nd Reading: August 10, 2023

Applicant
Owner: Melinda Hill and Rebecca King
Agent: Matthew Musechenko

Case Manager
Clarissa Ivey – Planner

Request
Change the zoning of approximately 3.4 acres from Agricultural Open to Multi-Family (MF).

Location
Located at 2349 and 2333 Huckleberry Lane. Legal description being 3.4 acres of Lot 1 W. T. McQuary of North Park, Abilene, Taylor County, Texas.

Background
The subject property has remained vacant since it's annexation in 1959.

Zoning, Existing and Proposed Land Use
The properties surrounding this portion of a lot are primarily zoned Agricultural Open (AO), with a mobile home park zoned MH to the east, a lot to the north zoned General Commercial (GC), and a single-family residence to the south on a lot zoned Single-Family Residential (RS-6).

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. The Future Land Use Map proposes this area as "Highway Commercial", thus allowing the proposed Multi-Family district to create a transition between residential uses to the north and existing/future commercial uses along Old Anson Road.

(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 subject property is located in an area that is in need of additional reinvestment to restore and maintain the residential character of the neighborhood. It's likely that the area to the west,

across Old Anson Road will be developed for commercial or industrial purposes. For that reason, the proposed MF district would create a land use buffer for the neighborhood to the east. During the site planning process, a buffer yard would be required to buffer the single-family residence to the south.

(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 known.

Staff Recommendation

Staff recommends **approval.**
P&Z Recommends **approval**

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor
E-Exempt

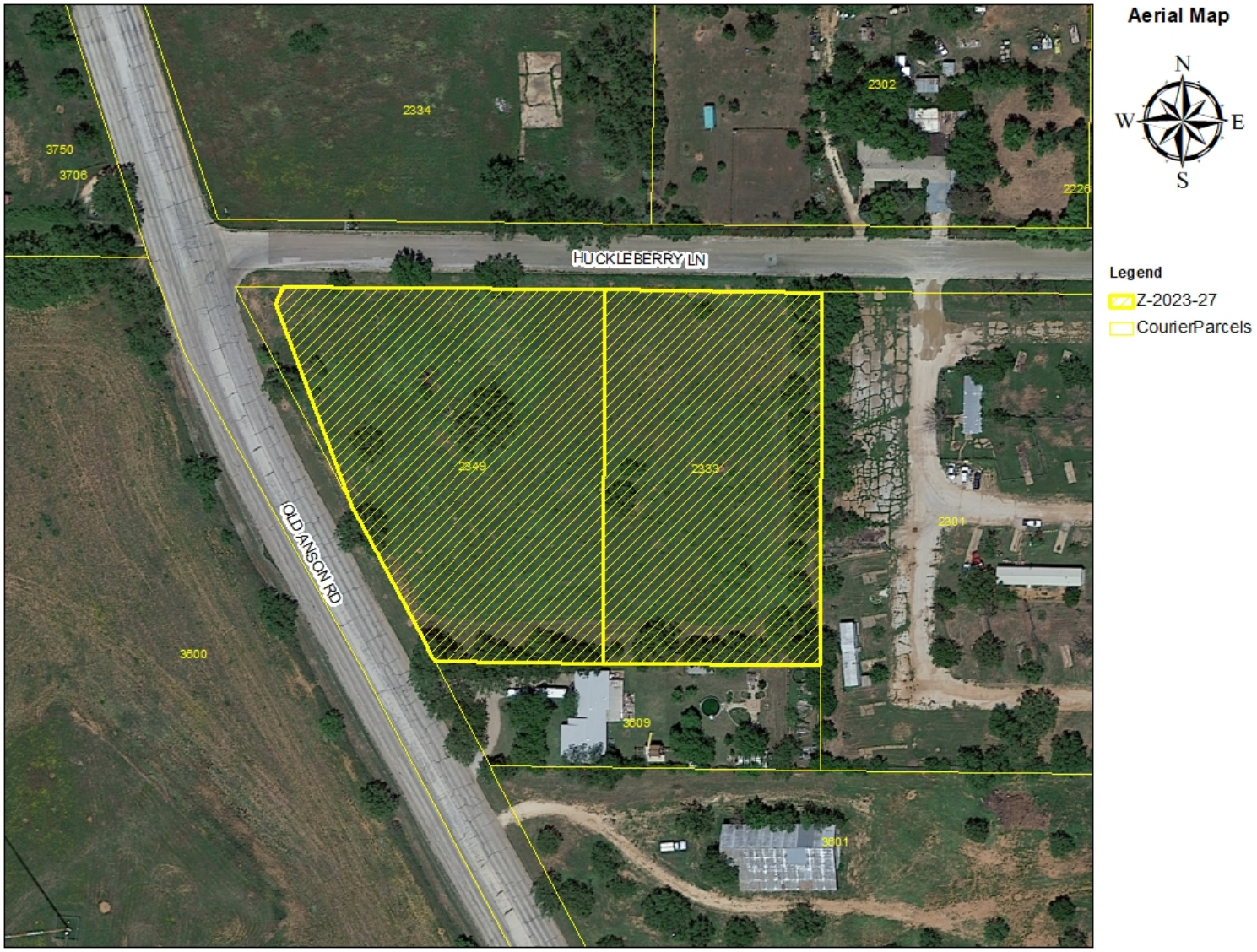
Owner

Owner	Situs	Property ID	Response
CITY OF ABILENE		39793	E
COUCH JOHN SHANNON & KELLY L	3609 OLD ANSON RD	38593	O
FRAZIER JOE & BRENDA	3750 OLD ANSON RD	993156	
FRAZIER JOE & BRENDA	3706 OLD ANSON RD	993156	
GAP BROADCASTING ABILENE LLC	3600 OLD ANSON RD	15739	
HIGGINS EVA MARLENE	2302 HUCKLEBERRY LN	24551	
HILL MELINDA JOY	2349 HUCKLEBERRY LN	39085	
JIMENEZ JORGE MORENO &	2334 HUCKLEBERRY LN	25173	
KING REBECCA MARIE	2333 HUCKLEBERRY LN	39193	
OWENS MACK	3601 OLD ANSON RD	39311	
RODRIQUEZ VINCENTE EDWARD &	2301 HUCKLEBERRY LN	38711	

Prop ID

Owner	Situs	Property ID	Response
GAP BROADCASTING ABILENE LLC	3600 OLD ANSON RD	15739	
HIGGINS EVA MARLENE	2302 HUCKLEBERRY LN	24551	
JIMENEZ JORGE MORENO &	2334 HUCKLEBERRY LN	25173	
COUCH JOHN SHANNON & KELLY L	3609 OLD ANSON RD	38593	O
RODRIQUEZ VINCENTE EDWARD &	2301 HUCKLEBERRY LN	38711	
HILL MELINDA JOY	2349 HUCKLEBERRY LN	39085	
KING REBECCA MARIE	2333 HUCKLEBERRY LN	39193	
OWENS MACK	3601 OLD ANSON RD	39311	
CITY OF ABILENE		39793	E
FRAZIER JOE & BRENDA	3750 OLD ANSON RD	993156	
FRAZIER JOE & BRENDA	3706 OLD ANSON RD	993156	

LOCATION MAP



ZONING MAP

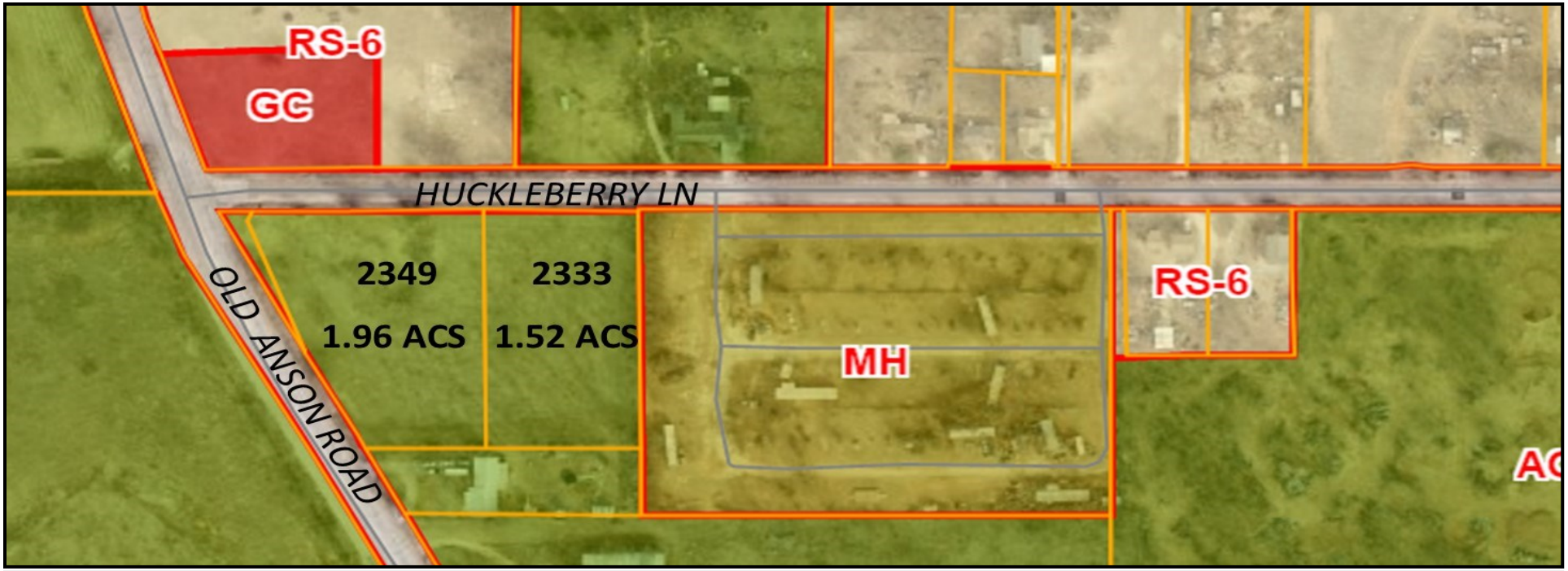
Zoning Map
N
W
E
S
Legend
Z-2023-27
Arterial
Collector
AO - Agricultural Open Space
RS-6: Residential Single-Family
MH: Manufacture... Home
GC: General Commercial
GC
2334
RS-6
2302
2226
3750
3706
HUCKLEBERRY LN
2349
2333
AO
OLD ANSON RD
2301
MH
3600
3609
3601

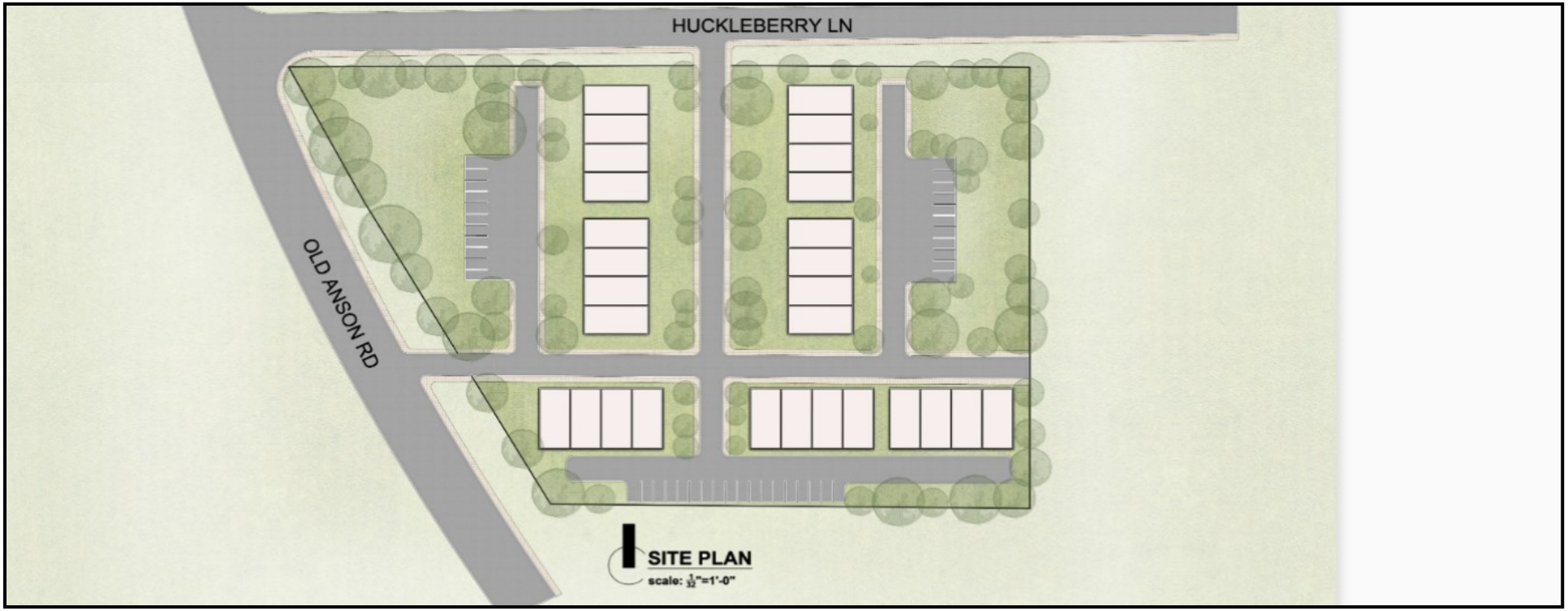
514
OPEN
WARNING
bcsrealtor.com

bcsrealtor.com

4707
bcsrealtor.com

bcsrealtor.com


RS-6
GC
HUCKLEBERRY LN
OLD ANSON ROAD
2349
1.96 ACS
2333
1.52 ACS
MH
RS-6

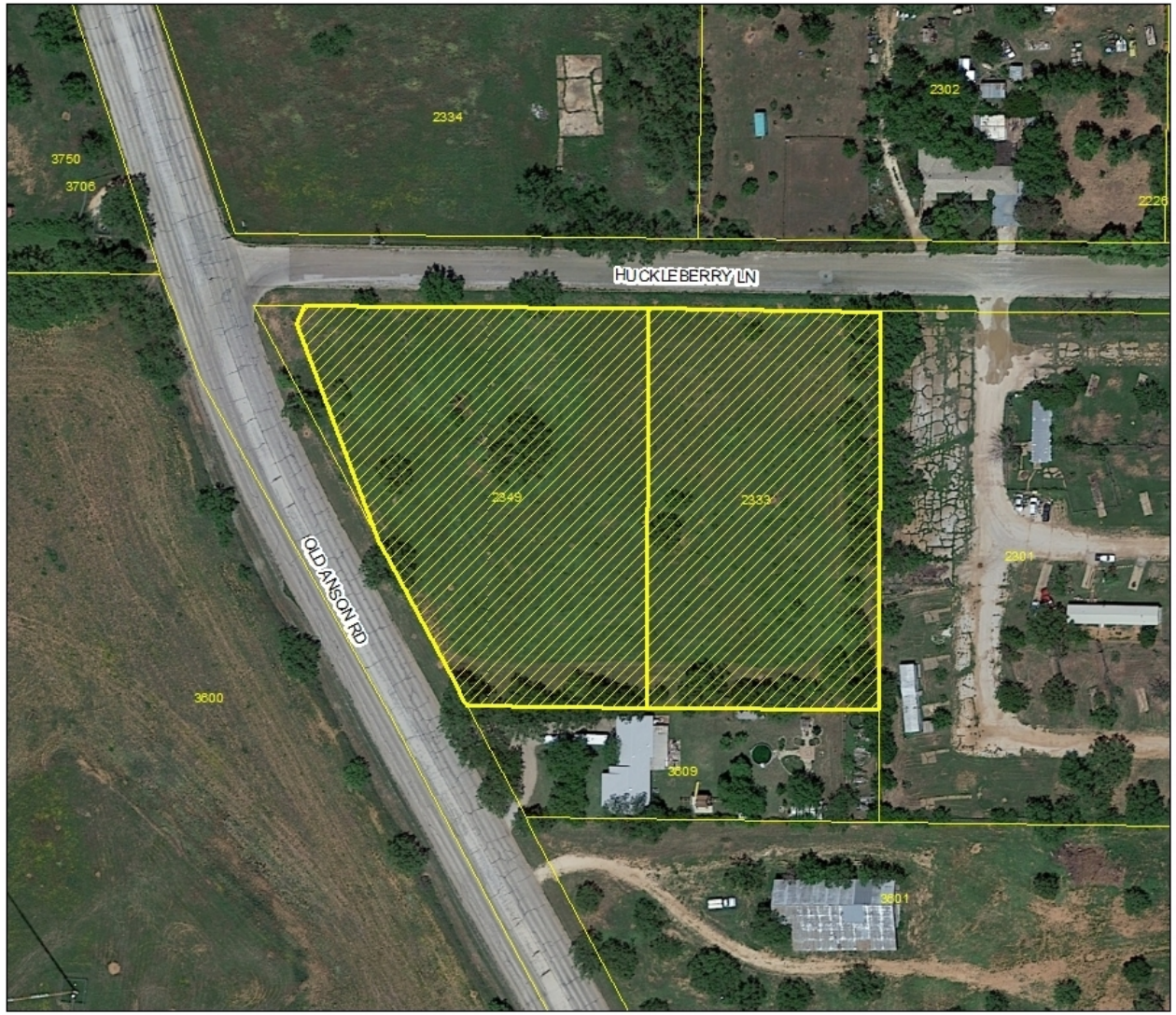

HUCKLEBERRY LN
OLD ANSON RD
SITE PLAN
scale: 1/32"=1'-0"

REZONE REQUEST

Case:	Z-2023-27
Owner:	Melinda Hill and Rebecca King
Agent:	Matthew Mosechenko
Request:	Rezone from AO to MF
Location:	2349 and 2333 Huckleberry Ln
Notification:	0 in Favor, 1 Opposed
Planning & Zoning:	July 5, 2023
City Council Hearing:	July 27, 2023
	August 10, 2023

CITY OF ABILENE TEXAS

AERIAL LOCATION MAP



Aerial Map

N
W E
S

Legend

Z-2023-27

CourierParcels

CITY OF ABILENE TEXAS

ZONING MAP

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

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**

CITY OF ABILENE TEXAS

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

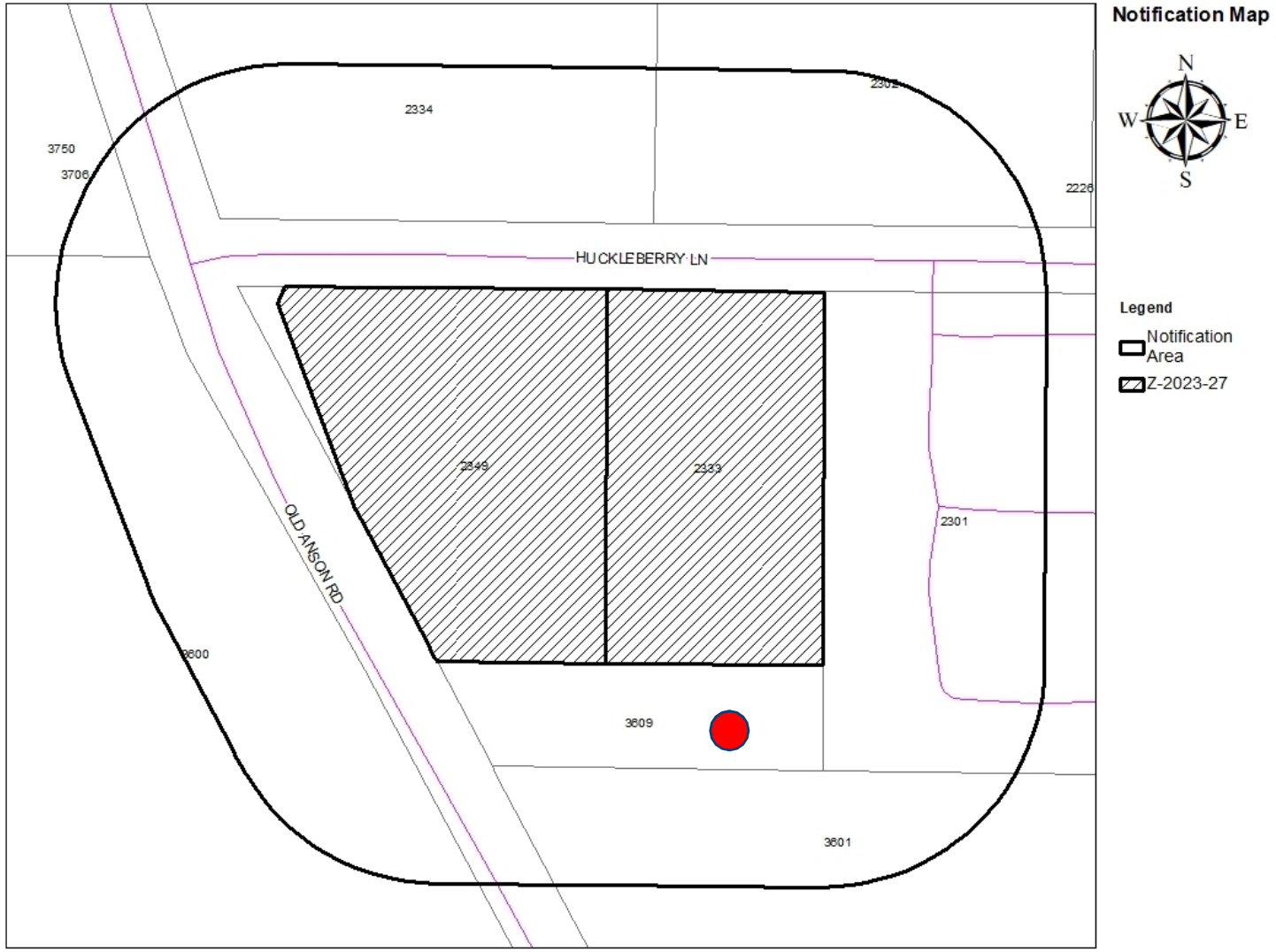
P	**Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)**
C	**Permitted as a Conditional Use Permit, Requiring Approval by City Council**
TP	**Permitted by Temporary Permit Only,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

CITY OF ABILENE TEXAS

VIEWS OF SUBJECT PROPERTY

CITY OF ABILENE TEXAS

NOTIFICATION AREA MAP



0- In Favor-

1- Opposed-

7.02% Opposed

CITY OF ABILENE TEXAS

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 Recommends: **Approval**

CITY OF ABILENE TEXAS

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

FROM: **Mike Rains, Finance Director**

SUBJECT: **22. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Revised 2022-2023 Budget *(Mike Rains)***

GENERAL INFORMATION

As part of the budget workshop on July 24th, 2023, the City Council approved on first reading the All Funds Revised Budget of $326,487,966 for the FY 2022-2023.

Staff is recommending an increase of $409,690 to cover Technology Fund projects that have previously been approved but were not included in the revised budget numbers. The recommended revised budget would be $326,897,656.

This will be the final public hearing and vote on the 2022-2023 Revised Budgets.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends the City Council hold the public hearing and approve the Revised Budget Ordinance on second and final reading.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Revised Budget 2023
2. Powerpoint - Ordinance Approving 2022-23 Revised Budgets

ORDINANCE NO. _____

AN ORDINANCE APPROVING REVISED BUDGET FIGURES FOR FISCAL YEAR 2022-2023; FOR THE CITY OF ABILENE; APPROPRIATING FUNDS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager has prepared a revision of certain figures in the 2022-2023 budget and submitted same to the City Council; and,

WHEREAS, the City Council has reviewed and considered said proposed revised budget and made revisions of same; and,

WHEREAS, said budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 10th, 2023, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the revised figures, prepared and submitted by the City Manager for the 2022-2023 budget, be, and the same are hereby, in all things, approved and appropriated, and any necessary transfers between accounts and departments are hereby authorized, approved, and appropriated.

PART 2: That the City Manager and his authorized and designated employees, at his direction, be, and are hereby, authorized to sign or release easements, permits, licenses, and change orders; to sign interlocal agreements as authorized by state law; to sign documents authorizing the payment of funds, and to expend public funds as authorized by state law unless otherwise authorized by the City Council; to settle paving assessment, weed mowing, demolition, and other disputes based on legal questions of whether the assessments are enforceable or other extenuating factual circumstances. The City Manager is authorized to adjust compensation, within Council policy guidelines, of any City employee, including appointees, when in his discretion an adjustment needs to be made to retain qualified personnel. The intent of this section is to provide the ability to conduct daily affairs of the City, which involves numerous decisions of a routine nature and to retain qualified personnel.

PART 3: That the City Council hereby approves grants and contracts that are set out by this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to sign said federal, state, and other such grant and contract documents, including interlocal agreements, on behalf of the City. The funds for said contracts, agreements, and purchases are hereby approved and appropriated. The intent of this section is to approve and simplify the grant process and approve expenditures that are exempt from the Purchasing and Contracting Authority of Municipalities, Chapter 252 of the Local Government Code.

PART 4: That upon passage of this ordinance on first reading, the City Secretary be, and is hereby authorized and directed to have published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, a notice that a public hearing will be held in the Council Chambers of the City Hall in Abilene, Texas, at 8:30 A.M., on the 10th of August, 2023, to permit the public to be heard prior to consideration of this ordinance for second and final reading, said publication to be made on the 6th of August 2023, being more than twenty-four (24) hours prior to the time designated for such public hearing in accordance with Section 18 of the City Charter. 102.0065(b) Local Government Code, Special Notice by publication for Budget – except that if another law requires the governing body to give notice, by publication, of a hearing on a budget this section does not apply.

PART 5: That any ordinance, resolution, policy or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict. It is specifically provided that Resolution 40-1997 concerning liability claims shall remain in full force and effect.

PART 6: That the number, classification, and designation of each position as provided in Texas Local Government Code Ann., Chapter 143 (Vernon 1988), Municipal Civil Service, for the Police and Fire Departments, as set out below, are hereby created, established, and adopted as the official plan for the classified service of the Police and Fire Departments of the City of Abilene for the fiscal year October 1, 2022 through September 30, 2023, or as may be amended by City Council. Any position in the classified service of the Police and Fire Departments of the City of Abilene not below listed, is hereby abolished.

Police Department		Fire Department	
Assistant Police Chief	3	Deputy Fire Chief	2
Police Lieutenant	9	Battalion Chief	4
Police Sergeant	26	Fire Marshal	1
Police Officers	178	Fire Captain	12
	216	Fire Lieutenant	33
		Fire Fighter	146
			198

PART 7: That the City's operating budgets are amended as set forth in Exhibit A attached and incorporated into as part of this Ordinance.

PASSED ON FIRST READING on the 24th day of July, A.D. 2023.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 10th day of August, A.D. 2023.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

EXHIBIT A

All Operating Funds	Adopted 2022-2023	Amended 2022-2023
Fund Balance Beginning	$79,422,803	$93,957,319
Total Revenues	311,921,020	325,437,489
Total Expenditures	315,562,708	326,897,656
Fund Balance Ending	$75,781,115	$92,497,152

Ordinance & Public Hearing – Final Vote on Revised 2022-23 Budgets

CITY OF ABILENE TEXAS

Ordinance & Public Hearing – Final Vote on Revised 2022-23 Budgets

- As part of the budget workshop on July 24, 2023, City Council approved on first reading the All Funds Revised 2022-23 Budgets of $326,487,966.
- Staff is recommending an increase of $409,690 of additional Technology Fund expenditures to cover previously approved projects.
- Final vote on the Revised 2022-23 Budgets

CITY OF ABILENE TEXAS

Ordinance & Public Hearing – Final Vote on Revised 2022-23 Budgets

	Budget as Approved	Recommended Changes	Budget as Recommended
Fund Balance Beginning	$93,957,319		$93,957,319
Total Revenues	325,437,489		325,437,489
Total Expenditures	326,487,966	$409,690	326,897,656
Fund Balance Ending	$92,906,842	$409,690	$92,497,152

CITY OF ABILENE TEXAS

Ordinance & Public Hearing – Final Vote on Revised 2022-23 Budgets

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

FROM: **Mike Rains, Finance Director**

SUBJECT: **23. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Proposed 2023-2024 Budget *(Mike Rains)***

GENERAL INFORMATION

As part of the budget workshop on July 24th, 2023, the City Council approved on first reading the 2023-24 budgets as presented by the City Manager, totaling $344,055,668.

Since the first reading, Staff has received the certified assessed property values from the Central Appraisal District of Taylor County. Tax revenues have been adjusted to reflect the final assessed values. The overall effect of the change in assessed values resulted in an increase in the tax rate from $.7263 to $.7328, a decrease in total revenues of $24,980 ($2,130 increase in General Fund revenues and $27,110 decrease in Debt Service Fund revenues), and a decrease in the transfer to Convention Center projects representing a penny on the tax rate of $9,045.

In addition, Staff is recommending the addition of funding for a previously approved contract with Schneider Electric in the amount of $49,440, and the inclusion of a new Lieutenant position in the Police Department at a total cost of $135,421 offset by a reduction of $33,273 in other costs to maintain a balanced budget in the General Fund. As a result, total revenues have been decreased by $24,980 and total expenditures have been increased by $142,543.

Staff has also included funding for additional shade structures, picnic tables and minor repairs at the City's Splash Pads. The total cost of these improvements totals $93,700 and will come from the Minor Improvement Fund fund balance and will not affect the operating budgets.

This will be the final public hearing and vote on the proposed 2023-2024 budget.

SPECIAL CONSIDERATIONS

State law requires two votes be taken for:

A) Approving and adopting the Proposed Budget for Fiscal Year 2023-2024 with a specific amount of money. ($344,198,211 all operating funds budget)

B) Acknowledge (ratify) that the Adopted Budget will cost more than last year's budget. The following wording must be used,

"This budget will raise more total property taxes than last year's budget by an amount of $4,735,980, which is an 8.0% increase from last year's budget. Of that amount, $2,357,044 is tax revenue to be raised from new property added to the tax roll this year."

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends the City Council hold the public hearing and approve the the Proposed Budget Ordinance on second and final reading.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Approved Budget 2024
2. Powerpoint - Ordinance Approving 2023-24 Proposed Budgets

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, FOR THE CITY OF ABILENE; APPROPRIATING FUNDS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager on June 30th, 2023, filed a proposed budget with the City Secretary for the fiscal year commencing October 1st, 2023; and,

WHEREAS, the City Council has reviewed and considered said proposed budget and made revisions of same; and,

WHEREAS, said proposed budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 10th, 2023, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the budget proposed by the City Manager for the fiscal year commencing October 1st, 2023, as revised by the City Council, be, and the same is hereby approved, adopted, and appropriated including transfers of General Fund equity to various Funds.

PART 2: That the City Manager and his authorized and designated employees, at his direction, be, and are hereby, authorized to sign or release easements, permits, licenses, and change orders; to sign interlocal agreements as authorized by state law; to sign documents authorizing the payment of funds, and to expend public funds as authorized by state law unless otherwise authorized by the City Council; to authorize disposition of City assets to appropriate entities when it serves a public purpose; to settle paving assessment, weed mowing, demolition, and other disputes based on legal questions of whether the assessments are enforceable or other extenuating factual circumstances. The City Manager is authorized to adjust compensation, within Council policy guidelines, of any City employee, including appointees, when in his discretion an adjustment needs to be made to retain qualified personnel. The intent of this section is to provide the ability to conduct daily affairs of the City, which involves numerous decisions of a routine nature and to retain qualified personnel.

PART 3: That the City Council hereby approves grants and contracts that are set out by this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to sign said federal, state, and other such grant and contract documents, including interlocal agreements, on behalf of the City. The funds for said contracts, agreements, and purchases are hereby approved and appropriated. The intent of this section is to approve and simplify the grant process and approve expenditures that are exempt from the Purchasing and Contracting Authority of Municipalities, Chapter 252 of the Local Government Code.

PART 4: That upon passage of this ordinance on first reading, the City Secretary be, and is hereby authorized and directed to have published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, a notice that a public hearing will be held in the Council Chambers of the City Hall in Abilene, Texas, at 8:30 A.M., on the 10th of August, 2023, to permit the public to be heard prior to consideration of this ordinance for second and final reading, said publication to be made on the 31st of July, 2023, being more than twenty-four (24) hours prior to the time designated for such public hearing in accordance with Section 18 of the City Charter. 102.0065(b) Local Government Code, Special Notice by publication for Budget – except that if another law requires the governing body to give notice, by publication, of a hearing on a budget this section does not apply.

PART 5: That any ordinance, resolution, policy or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict. It is specifically provided that Resolution 40-1997 concerning liability claims shall remain in full force and effect.

PART 6: That the number, classification, and designation of each position, as provided in Texas Local Government Code Ann., Chapter 143 (Vernon 1988), Municipal Civil Service, for the Police and Fire Departments, as set out below, are hereby created, established, and adopted as the official plan for the classified service of the Police and Fire Departments of the City of Abilene for the fiscal year October 1, 2023, through September 30, 2024, or as may be amended by City Council. Any position in the classified service of the Police and Fire Departments of the City of Abilene not below listed, is hereby abolished:

Police Department		Fire Department	
Assistant Police Chief	3	Deputy Fire Chief	2
Police Lieutenant	10	Battalion Chief	4
Police Sergeant	26	Fire Marshal	1
Police Officers	178	Fire Captain	12
	217	Fire Lieutenant	33
		Fire Fighter	161
			213

PART 7: That the City's operating budgets are approved as set forth in Exhibit A attached and incorporated into as part of this Ordinance.

PASSED ON FIRST READING on the 24th day of July, A.D. 2023.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 10th day of August, A.D. 2023.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

EXHIBIT A

All Operating Funds	Adopted 2023-2024
Fund Balance Beginning	$92,497,152
Total Revenue	334,918,611
Total Expenditures	344,198,211
Fund Balance Ending	$83,217,552

Ordinance & Public Hearing – Final Vote on Proposed 2023-24 Budgets

CITY OF ABILENE TEXAS

Ordinance & Public Hearing – Final Vote on Proposed 2023-24 Budgets

- As part of the budget workshop on July 24, 2023, City Council approved on first reading the All Funds Proposed Budgets totaling $344,055,668.

- Subsequent to the budget workshop, Staff has made changes to the budget due to the receipt of the final certified property values from the Appraisal District, has included a contract with Schneider Electric that had not been previously included in the budget, and included a new Lieutenant position in the Police Department.

- In addition, improvements totaling $93,700 to the City's Splash Pads have been included in the Minor Improvement Fund as a project.

As a result, the following changes are recommended to the budget.

CITY OF ABILENE TEXAS

Ordinance & Public Hearing – Final Vote on Proposed 2023-24 Budgets

	Budget as Approved	Recommended Changes	Budget as Recommended
Fund Balance Beginning	$92,906,842	($409,690)	$92,497,152
Total Revenues	334,943,591	(24,980)	334,918,611
Total Expenditures	344,055,668	142,543	344,198,211
Fund Balance Ending	$83,794,765	($577,213)	$83,217,552

- The Splash Pad improvements will come from the Minor Improvement Fund and will not affect the operating budgets.

CITY OF ABILENE TEXAS

Ordinance & Public Hearing – Final Vote on Proposed 2023-24 Budgets

- Two votes will be required:
  - Approving and adopting the budget for fiscal year 2023-24 with a specific amount of money.
    - All Operating Funds - $344,198,211
  - Acknowledge (ratify) that the adopted budget will cost more than last year's budget using the following statement:
    - **"This budget will raise more total property taxes than last year's budget by an amount of $4,735,980 which is an 8.0% increase from last year's budget. Of that amount $2,357,044 is tax revenue to be raised from new property added to the tax roll this year."**
- Public Hearing is required
- Final vote on the Proposed 2023-24 Budgets

CITY OF ABILENE TEXAS

Ordinance & Public Hearing – Final Vote on Proposed 2023-24 Budgets

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

FROM: **Mike Rains, Finance Director**

SUBJECT: **24. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving and Adopting the Proposed 2023-2024 Tax Rates *(Mike Rains)***

GENERAL INFORMATION

During the budget workshop on July 24th, 2023, the City Council approved on first reading a tax rate of $.7263 per $100 consisting of $.5863 for maintenance & operations (m&o) and $.1400 for interest & sinking (i&s).

Since the budget workshop, we have received the final certified values from the Central Appraisal District of Taylor County. As a result, of the final values, we are recommending the tax rates be modified as follows to generate approximately the same amount of revenue as originally proposed:

	As Approved on First Reading	Recommended Change	As Recommended
Maintenance & Operations (M&O)	$.5863	$.0055	$.5918
Interest & Sinking (I&S)	.1400	.0010	.1410
Total Tax Rate	$.7263	$.0065	$.7328

This will be the final public hearing and vote to set the tax rate for the fiscal year 2023-2024.

SPECIAL CONSIDERATIONS

The motion to approve the tax rate must contain the following specific language:

"I move that the property tax rate be increased by the adoption of the tax rate of $.7328 per $100, which is effectively a 4.9% increase in the tax rate."

60% of the Council must vote yes (5 yes votes) to approve.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends the City Council hold a public hearing and adopt on final reading the recommended tax rate for fiscal year 2023-2024.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Tax Rate FY 24
2. Powerpoint - Ordinance Approving 2023-24 Proposed Tax Rates

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, APPROVING THE ASSESSMENT ROLL FOR 2023, LEVYING AN AD VALOREM TAX FOR THE CITY OF ABILENE, TEXAS, FOR THE YEAR 2023; PROVIDING FOR THE ASSESSMENT AND COLLECTION THEREOF; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 26.05 of the Tax Code requires notice of a tax increase whether that increase occurs by an increase in the tax rate or a rise in property values or both; and

WHEREAS, the City of Abilene is proposing an effective tax rate increase and property values have risen in the City which trigger components of Section 26.05; and

WHEREAS, the components of Section 26.05 require Cities to post that an increase in property values even when the tax rate is held constant, is considered as an effective tax rate increase; now therefore,

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

PART 1: That the assessment roll for the year 2023, as compiled by the Chief Appraiser of the Central Appraisal District of Taylor County, and amended and approved by the Appraisal Review Board of Taylor County, on the 25th day of July, 2023, be, and the same is hereby, in all things, approved and adopted.

PART 2: That there be, and is hereby levied, on all of the property located in the City of Abilene, Texas, on the 1st day of January, 2023, and not exempt from taxation by the Constitution and Laws of the State of Texas and the City of Abilene, an ad valorem tax in the aggregate total of --seventy-three and twenty-eight-one hundredths cents (73.28¢)-- on each one hundred dollars' ($100.00) valuation of said property, apportioned as follows:

General Fund:		
(a)	Operations & Maintenance	$ .5918
Debt Service Funds:		
(a)	2007 Airport G.O. Series	$ .0007
(b)	2015 Refunding	.0072
(c)	2015 G.O. Series	.0129
(d)	2015 C.O. Series	.0016
(e)	2016 Refunding	.0138
(f)	2016 G.O. Series	.0212
(g)	2016 C.O. Series	.0019
(h)	2017 Refunding	.0011

(i)	2017 G.O. Series	.0125
(j)	2017 C.O. Series	.0072
(k)	2018 G.O. Series	.0043
(l)	2018A C.O. Series	.0087
(m)	2018B C.O. Series	.0014
(n)	2019 G.O. Series	.0064
(o)	2019 C.O. Series	.0108
(p)	2020 Refunding	.0052
(q)	2021A C.O. Series	.0174
(r)	2023 G.O. Series	.0067
	Debt Rate	$ .1410
	TOTAL RATE FOR THE YEAR 2023	$ .7328

PART 3: That there be, and are hereby authorized exemptions as follows:

1) Homestead exemption -- fifteen percent (15%)
2) Age 65 and over exemption -- $15,000

PART 4: THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 11 PERCENT AND WILL INCREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $39.50.

PART 5: That notice for the public hearing on the 10th day of August, 2023, was given by publication in the Abilene Reporter-News on the 1st day of August, 2023.

PART 6: That a public hearing was held on the 10th day of August, 2023, in accordance with the City Charter.

PART 7: That any ordinance, resolution, policy or any provision or section of the Code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict.

PART 8: That this ordinance shall take effect immediately from and after its date of final passage.

PASSED ON FIRST READING on the 24th day of July, A.D. 2023.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 10th day of August, A.D. 2023.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

Ordinance & Public Hearing – Final Vote on Proposed 2023-24 Tax Rates

Ordinance & Public Hearing – Final Vote on Proposed 2023-24 Tax Rates

- As part of the budget workshop on July 24, 2023, City Council approved on first reading the 2023-24 Proposed Tax Rate of $.7263 per $100 consisting of $.5863 for maintenance & operations (m&o) and $.1400 for interest & sinking (i&s).
- Subsequently, Staff has received the final certified property tax values from the Central Appraisal District of Taylor County.

FY 2024 No-New-Revenue Tax Rate	$.6985
FY 2024 Voter-Approval Tax Rate	$.7257
FY 2024 Voter-Approval Tax Rate with unused increments	$.7513

CITY OF ABILENE TEXAS

Ordinance & Public Hearing – Final Vote on Proposed 2023-24 Tax Rates

	FY 2023 Tax Rates	FY 2024 Tax Rate as Originally Approved	Recommended Changes	FY 2024 Tax Rate as Recommended
Maintenance & Operations Rate	$.5988	$.5863	$.0055	$.5918
Interest & Sinking Rate	.1633	.1400	.0010	.1410
Total Tax Rate	$.7621	$.7263	$.0065	$.7328

CITY OF ABILENE TEXAS

Ordinance & Public Hearing – Final Vote on Proposed 2023-24 Tax Rates

- Final vote on the Proposed 2023-24 Tax Rates

- Motion to approve the tax rate must contain the following specific language: ***"I move that the property tax rate be increased by the adoption of the tax rate of $.7328 per $100, which is effectively a 4.9% increase in the tax rate."***

- 60% of the Council must vote yes (5 yes votes)

CITY OF ABILENE TEXAS

Ordinance & Public Hearing – Final Vote on Proposed 2023-24 Tax Rates

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Robert Hanna, City Manager**

FROM: **Mike Rains, Finance Director**

SUBJECT: **25. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting Fees and Charges for Fiscal Year 2023-2024 *(Mike Rains)***

GENERAL INFORMATION

As part of the budget workshop on July 24th, 2023, the City Council approved on first reading the Fee Ordinance. This ordinance incorporates City Fees in one comprehensive document.

Since the first reading, Staff have added a "Recyclable hauling permit fee per vehicle or trailer" of $50 under Public Works.

This will be the final reading and approval of the Fee Ordinance

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends Council hold the public hearing and approve the Fee Ordinance on second and final reading.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Ordinance-Fee Budget 2024
2. Fee Schedule Exhibit FY24
3. Powerpoint - Ordinance Approving 2023-24 Fee Schedule

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING FEES AND CHARGES FOR THE FISCAL YEAR OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2024, FOR THE CITY OF ABILENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES, RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager on June 30th, 2023, filed a proposed budget with the City Secretary for the fiscal year commencing October 1st, 2023; and,

WHEREAS, the City Council has reviewed and considered said proposed fees and charges and made revisions of same; and,

WHEREAS, said proposed fee ordinance, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 10th, 2023, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the Schedule of Fees and Charges for the City of Abilene, Texas is revised as set out in Exhibit "A", attached and made a part of this ordinance for all purposes.

PART 2: That this Schedule of Fees and Charges for the City of Abilene, Texas shall be kept on file in the City Secretary's office.

PART 3: That the effective date of this section shall be the first billing cycle in October, A.D., 2023.

PASSED ON FIRST READING on the 24th day of July, A.D. 2023.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 10th day of August, A.D. 2023.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
ACCOUNTING	Duplicate release of lien	$15.00	
	Hotel/motel penalty (State Regulation)	Penalty 15%	
	Interest on unpaid invoices	1.5% per month on outstanding balance	
	Lien filing fee (Taylor County) For more than 2 pages contact Accounting.	$30.00	
	Returned payment fee per item	$30.00	
ALARM FEES			
Alarm Fees	Commercial/business only registration (annual fee)	$50.00	
	Residential registration (annual fee)	$20.00	
	Failure of permit holder to respond to alarm system activation	$100.00	
False Alarm Service Fees	4-5 false alarm calls (per call)	$50.00	
	6-7 false alarm calls (per call)	$75.00	
	8 or more false alarm calls (per call)	$100.00	
	Failure to respond	$100.00	
ALCOHOL BEVERAGE PERMIT	(AW) Manufacturer's Agent's Warehouse Permit	$375.00	
(State Regulated)	(BB) General distributor's License	$150.00	
	(BC) Branch distributor's License	$37.50	
	(BE) Retail Dealer's On-Premise License	$75.00	
	(BF) Retail Dealer's Off Premise License	$30.00	
	(BG) Wine & Malt Beverage Retailer's Permit	$87.50	
	(BP) Brewpub License	$250.00	
	(BQ) Wine & Malt Beverage Retailer's Off-Premise Permit	$30.00	
	(BW) Brewer's License	$750.00	
	(D) Distiller's & Rectifier's Permit	$750.00	
	(G) Winery Permit	$37.50	
	(J/JD) Bonded Warehouse Permit	$75.00	
	(LP) Local Distributor's Permit	$50.00	
	(MB) Mixed Beverage Permit (Original)	no fee	
	(MB) Mixed Beverage Permit (Years 2-3)	no fee	
	(MB) Mixed Beverage Permit (Year 4)	$1,125.00	
	(MB) Mixed Beverage Permit (Years 5-6)	$750.00	
	(MB) Mixed Beverage Permit (Years 7+)	$375.00	
	(P) Package Store Permit	$250.00	
	(PR) Promotional Permit	$150.00	
	(Q) Wine Only Package Store Permit	$37.50	
	(S) Nonresident Seller's Permit	$75.00	
	(SD) Brewer's Self-Distribution License	$300.00	
	(W) Wholesaler's Permit	$937.50	
	(X) General Classs B Wholesaler's Permit	$150.00	
	Fee not to exceed one-half of the maximum local fees set by the TABC, in accordance with Alcoholic Beverage Code Sec. 11.38 and Sec 61.36.		
ANIMAL SERVICES	Dog and Cat Registration, Annual ($2 goes directly to Clinic providing service)	$8.00	
	Duplicate registration tag	$8.00	
	Dangerous Dog permit, Annual	$50.00	
~~Reclaiming Animals~~	~~DOGS & CATS~~		*under management of All Kinds Animal Initiative*
	~~Redemption fee (per animal, 1st offense - 12 months)~~	~~$20.00~~	
	~~Redemption fee (per animal, 1st offense - 12 months) - without proof of registration & without proof of rabies vaccination~~	~~$30.00~~	
	~~Redemption fee (per animal, 2nd offense)~~	~~$30.00~~	
	~~Redemption fee (per animal, 2nd offense) - without proof of registration & without proof of rabies vaccination~~	~~$50.00~~	
	~~Redemption fee (per animal, 3rd offense, no spay/neuter)~~	~~$50.00~~	
	~~Redemption fee (per animal, 3rd offense, no spay/neuter) - without proof of registration & without proof of rabies vaccination~~	~~$70.00~~	
	~~Boarding fee, per day~~	~~$5.00~~	
	~~Boarding fee, per day, for cruelty investigations~~	~~$15.00~~	
	~~Microchipping fee~~	~~$15.00~~	
	~~Rabies vaccination fee~~	~~$15.00~~	
	~~Rabies quarantine fee (includes boarding fee, veterinarian health check, rabies vaccination, testing fees, tag, & microchip)~~	~~$100.00~~	
	~~OTHER ANIMALS~~		
	~~Livestock capture & impoundment, per head~~	~~$20.00~~	
	~~Livestock boarding, per head, per day~~	~~$5.00~~	
~~Adopting an Animal~~	~~Puppies, unaltered (aged 6 months & under) - at shelter less than 14 days~~	~~$100.00~~	
	~~Puppies, unaltered (aged 6 months & under) - at shelter 14 - 30 days~~	~~$50.00~~	
	~~Puppies, unaltered (aged 6 months & under) - at shelter over 30 days~~	~~$10.00~~	
	~~Kittens, unaltered (aged 6 months & under) - at shelter less than 14 days~~	~~$50.00~~	
	~~Kittens, unaltered (aged 6 months & under) - at shelter 14 - 30 days~~	~~$25.00~~	
	~~Kittens, unaltered (aged 6 months & under)- at shelter over 30 days~~	~~$10.00~~	
	~~Adult Dogs, unaltered - at shelter less than 14 days~~	~~$80.00~~	
	~~Adult Dogs, unaltered - at shelter 14 - 30 days~~	~~$50.00~~	
	~~Adult Dogs, unaltered - at shelter over 30 days~~	~~$10.00~~	
	~~Adult Cats, unaltered - at shelter less than 14 days~~	~~$50.00~~	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	~~Adult Cats, unaltered - at shelter 14 - 30 days~~	~~$25.00~~	
	~~Adult Cats, unaltered - at shelter over 30 days~~	~~$10.00~~	
	~~Dogs & Cats, altered - at shelter less than 14 days~~	~~$35.00~~	
	~~Dogs & Cats, altered - at shelter 14 days or more~~	~~$10.00~~	
	~~Petsmart Cats~~	~~$100.00~~	
	~~Rabbits, Guinea pigs, Ferrets, or Hamsters~~	~~$5.00~~	
	~~Chickens or Roosters~~	~~$5.00~~	
	~~Exotic Birds~~	~~$25.00~~	
	~~Large Livestock~~	~~$100.00~~	
	~~Small Livestock~~	~~$20.00~~	
	~~Non-venomous snakes~~	~~$15.00~~	
	~~Water Fowl~~	~~$5.00~~	
	~~Other~~	~~$10.00~~	
~~Spay/Neuter Voucher Program~~	~~Dog Neuter: 0-60 lbs.~~	~~$40.00~~	
	~~Dog Neuter: >60 lbs.~~	~~$60.00~~	
	~~Dog Spay: < 20 lbs.~~	~~$50.00~~	
	~~Dog Spay: 20-40 lbs.~~	~~$60.00~~	
	~~Dog Spay: 41-60 lbs.~~	~~$70.00~~	
	~~Dog Spay: >60 lbs.~~	~~$80.00~~	
	~~Cat Neuter~~	~~$30.00~~	
	~~Cat Spay~~	~~$40.00~~	
~~Other services~~	~~Non-resident release fee, per animal~~	~~$50.00~~	
	~~Non-resident release fee, per litter~~	~~$100.00~~	
	~~Resident release fee, per animal~~	~~$25.00~~	
	~~Resident release fee, per litter~~	~~$50.00~~	
	~~Vaccination clinic fee~~	~~$40.00~~	
	~~Vaccination clinic fee same day registration - additional~~	~~$20.00~~	
	~~Bordetella~~	~~$10.00~~	
	~~Species Specific Annual Booster (canine or feline)~~	~~$10.00~~	
	~~Heartworm Test~~	~~$10.00~~	
	~~Feline Combo Test~~	~~$20.00~~	
	~~Private cremation under 50 lbs.~~	~~$95.00~~	
	~~Private cremation over 50 lbs.~~	~~$135.00~~	
	~~Communal cremation under 50 lbs.~~	~~$70.00~~	
	~~Communal cremation over 50 lbs.~~	~~$110.00~~	
	~~Urn or Wooden Box for cremation remains: small~~	~~$40.00~~	
	~~Urn or Wooden Box for cremation remains: large~~	~~$55.00~~	
	~~Euthanasia Services~~	~~$20.00~~	
	~~Animal pick up fee for owner released euthanasia or cremation~~	~~$30.00~~	
	~~Animal remains delivery~~	~~$30.00~~	
	Disposal of small animals for Clinics picked up by Animal Services on assigned day	$4.00	
	Disposal of small animals for Clinics picked up by Animal Services on immediate request	$10.00	
	Disposal of small animals for Clinics dropped off at Animal Services	No charge	
	Disposal of livestock animals	$100.00	
	~~Credit Card fee per transaction~~	~~$2.00~~	
AVIATION			
Parking	0 - 1/2 hour	No charge	
	1/2 - 1 hour	$5.00	
	1 - 2 hours	$6.00	
	2 - 4 hours	$7.00	
	4 - 6 hours	$8.00	
	6 - 18 hours		$10.00
	~~6 - 24 hours~~ 18 - 24 hours	$10.00	$12.00
	The hourly rate is in effect for the first 24 hour period, all subsequent days are charged ~~$10.00~~ $12.00.		
	Lost ticket fee (Refund or partial refund upon approval by Airport Management)		$400.00
	Curbside loading and unloading of vehicles is permitted provided a driver remains with his or her vehicle. Any automobile left unattended may be ticketed and/or towed.		
	Airport tenant employee parking per month	$12.00	
Landing Fee	Non-Signatory	$1.50/1,000 lbs.	$2.00/1,000 lbs.
Fuel Flowage Fee		$.0675/gallon	$.0800/gallon
Terminal Use Fee (Charter flights)		$100.00/ turn	$200.00/ turn
Security Badge Fee	New badge fee	$15.00	
	Badge renewal fee	$12.00	
	Fingerprint background check	$55.00	
Conference Room	Use per day	$50.00	
BUILDING INSPECTION	Contractors are required to register with the City before any work can commence. All current licenses, bonds, and insurance requirements shall be in place before permit is secured. The City does not charge a fee for registration.		
	Any Building Permit within the City of Abilene shall have a minimum fee of $60.		
Building Permit Fees by Valuation	Used to assess fees for new commercial, commercial add-ons and alterations, and multi-family 4 or more units.		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Total valuation up to $500	minimum $60.00	
	Total valuation $501-$2,000	$60.00 for the first $500.00 plus $1.50 for each additional $100.00, or fraction thereof, to and including $2,000.00	
	Total valuation $2,001 - $25,000	$82.50 for the first $2,000.00 plus $7.00 for each additional $1,000.00, or fraction thereof, to and including $25,000.00	
	Total valuation $25,001 - $50,000	$243.50 for the first $25,000.00 plus $6.00 for each additional $1,000.00 or fraction thereof, to and including $50,000.00	
	Total valuation $50,001 - $100,000	$393.50 for the first $50,000.00 plus $5.00 for each additional $1,000.00 or fraction thereof, to and including $100,000.00	
	Total valuation $100,001 - $500,000	$643.50 for the first $100,000.00 plus $4.00 for each additional $1,000.00 or fraction thereof, to and including $500,000.00	
	Total valuation $500,001 - $1,000,000	$2,243.50 for the first $500,000.00 plus $3.50 for each additional $1,000.00 or fraction thereof, to and including $1,000,000.00	
	Total valuation $1,000,001.00 and up	$3,993.50 for the first $1,000,000.00 plus $2.50 for each additional $1,000.00 or fraction thereof	
	Plan Review - due at time of submittal	Non-refundable - 25% of permit fee	
Building Permit Fee - Commercial	Minimum fee	$60.00	
	New commercial construction - fee includes building, electrical, plumbing, roofing, and mechanical	See Building Permit Fees by Valuation	
	Commercial plan review (due at time of submittal)	Non-refundable 25% of Permit Fee	
	Commercial demolition: single-story structure	$150.00	
	Commercial demolition: multiple-story structure	$500.00	
	Certificate of occupancy	$100.00	
	Certificate of occupancy- owner to clean and show	$60.00	
	Temporary certificate of occupancy	$300.00	
	Extension request for temporary certificate of occupancy - per extension	$1,000.00	
	Commercial Roofing - per roof structure	$100.00	
	Towers and satellite dishes	$250.00	
	Commercial swimming pool	$250.00	
Building Permit Fee - Electrical	Minimum permit fee	$60.00	
	Temporary service / power pole	$60.00	
	Motors up to and including 5 hp	$60.00	
	Motors over 5 hp	$75.00	
	New/Upgrade service (Re-Wire/Upgrades, etc.): up to 200 amps	$100.00	
	New/Upgrade service (Re-Wire/Upgrades, etc.): 201-400 amps	$150.00	
	New/Upgrade service (Re-Wire/Upgrades, etc.): 401 amps and up	$200.00	
	Solar panel/ wind turbine installation	$150.00	$350.00
	New outlets - up to 50 (plugs, switches, ceiling fans, etc.)	$60.00	
Building Permit Fee - Mechanical	Minimum permit fee	$60.00	
	Type I - Grease hood system	$75.00	
	Type II - Hood system	$60.00	
	Refrigerant System: up to and including 10 tons	$65.00	
	Refrigerant System: over 10 tons	$85.00	
	Boilers: up to and including 100,000 BTU's	$65.00	
	Boilers: over 100,000 BTU's	$85.00	
Building Permit Fee - Plumbing	Minimum permit fee	$60.00	
	Water heater	$60.00	
	New gas service line	$60.00	
	New replacement water/ sewer service	$60.00	
	Residential irrigation system	$75.00	
	Commercial irrigation system	$100.00	
	Sand trap, grease trap, interceptors new/replacement	$75.00	
Building Permit Fee - Residential	Minimum fee	$60.00	
	New single family construction and additions (enclosed areas) - fee includes building, electrical, plumbing, roofing, and mechanical	$.35 per square foot $500 minimum	
	Accessory Dwellings / Pool House		$500 flat fee
	Plan Review - Residential	$35.00 non-refundable	
	Single family alterations:		
	0 - 60 square feet	~~$100~~ $250 minimum	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	61 - 1,000 square feet	~~$100~~ $250 for first 60 square feet, $.30 for each additional square foot up to and including 1,000	
	1,001 - 2,000 square feet	~~$382~~ $532 for first 1,000 square feet, $.15 for each additional square foot up to and including 2,000	
	2,001 square feet and up	~~$532~~ $682 for first 2,000 square feet, $.10 for each additional square foot	
	~~Multi-Family 4 or more units~~	~~$.40 per square foot~~	Included with Building Permit Fees by Valuation above
	Plan Review - Multi-Family	25% of permit fee - non refundable (due at time of submittal)	
	Residential carports and storage buildings (201 and up square feet, no utilities)	$100 flat fee	
	Residential storage buildings (with utilities)		$350 flat fee
	Residential garage enclosures	$125.00	$150.00
	Mobile home permit	$150.00	
	Residential demolition	$75.00	
	Residential roofing - less than five (5) squares	no charge	
	Residential roofing - five (5) squares and above	$65.00	
	Residential swimming pool: in-ground	$180.00	
	Residential swimming pool: above ground	$70.00	
Fences Inspection Fee	Over 7' high	$3.00 per $1,000.00 of valuation, minimum ~~$50.00~~ $60.00	
	Masonry fences/walls exceeding 4' in height shall be engineered	$3.00 per $1,000.00 of valuation, minimum ~~$50.00~~ $60.00	
Grading Permit Fees		$250.00	
Other Inspections and Fees	Re-inspection fee	$75.00	
	Stop work order release fee	$200.00	
	Work without required permit	Double permit fee	
	Inspection request outside normal business hours (minimum 2 hours)	$250.00	
	Special request inspection/ same day inspections	$100.00	
	Board of Building Standards/ Mechanical, Plumbing, Electrical, and Swimming Pool Board of Appeals request for hearing	$100.00	
	Address change fee	$100.00	
	Temporary building/ sales trailer	$75.00	
BUS SERVICE (CITYLINK)	Correct change required, drivers do not carry change.		
	Passes		
	Passes offer unlimited rides for a 7-day or 31-day and are activated the first time they are inserted into the fare box.		
	Fixed Route Service		
	Adult fare		
	One way adult fare	$1.50	
	Day pass	$3.00	
	7-day adult pass	$15.00	
	31-day adult pass	$45.00	
	Youth fare (requires valid school ID)		
	One way youth fare	$1.00	
	7-day youth pass	$10.00	
	31-day youth pass	$25.00	
	Elderly/disabled fare (requires valid Medicare or Identification card)		
	One way elderly/disabled fare	$0.65	
	7-day elderly/disabled pass	$8.00	
	31-day elderly/disabled pass	$20.00	
	Pre-schoolers (0-4)	No charge	
	Transfer (with paid fare)	No charge	
	ADA Paratransit Service		
	Regular service area fare	$2.00	
	Extended service area fare	$3.00	
	10-ride ticket book (regular service area)	$20.00	
	10-ride ticket book (extended service area)	$30.00	
	20-ride ticket book ADA	$60.00	
	Evening Service		
	Work and school related trips	$2.50	
	General trips	$6.00	
	10-ride ticket book (CDBG/work related trips)	$25.00	
	10-ride ticket book (general trips)	$60.00	
	Charter Service* (subject to availability) - 2 hour minimum	$100.00 / hour	
	*Non-profit service organizations may qualify for a $50 per hour rate with a $100 minimum. CityLink will determine		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	the qualification of the requesting organization.		
	Identification Cards		
	Reduced bus fares are available for the elderly and persons with disabilities with a CityLink identification card. Identification cards may be obtained at the CityLink Station at 1189 S. 2nd Street. Elderly persons must present proof of age. Persons with disabilities must provide evidence of their disability from a licensed physician or a local social service agency representative. There is a $2.00 charge for the ID card.		
CEMETERY			
Disinterment	Adult	$800.00	
	Infant	$500.00	
	Cremains	$500.00	
Headstone Permit	Monument permit fee	$50.00	
	VA Marker	No charge	
Interment Fee	Includes one tent set up. Second tent set-up fee is $50.00. Interments not available on holidays.		
		Monday - Friday	
		Before 3:00 pm	
	Adult	$750.00	
	Infant	$350.00	
	Cremains	$350.00	
	County	$375.00	
	County Cremains	$175.00	
		Monday - Friday	
		After 3:00 pm	
	Adult	$1,000.00	
	Infant	$475.00	
	Cremains	$475.00	
	County	Not available	
	County Cremains	Not available	
		Saturday	
		Before 1:00 pm	
	Adult	$1,200.00	
	Infant	$600.00	
	Cremains	$600.00	
	County	Not available	
	County Cremains	Not available	
	Monday through Friday services require a 24 hours' notice. If Saturday service is required, arrangements must be called into Cemetery Office no later than noon on Thursday.		
Spaces	Adult	$750.00	
	Infant	$300.00	
	Cremains	$300.00	
	New space 2nd right	$1,200.00	
	Preowned 2nd right	$500.00	
~~CONVENTION CENTER~~	~~Convention Center fees may be established and adjusted, per terms of management services agreement, with the City's prior approval.~~		*Under management of ASM Global*
	~~Seating capacity: 2,091 (includes 12 wheelchair spaces)~~		
~~ALL Fees~~	~~An additional 90 seats may be added in the orchestra pit~~	~~$180.00~~	
	~~Non-Profit Rate requires lessee to provide a copy of their 501(c)(3) tax-exempt status certification before a contract is generated.~~		
~~Convention Center Auditorium~~	~~Prices do not include stage fees~~		
	~~Events continuing past 11:59 PM must be approved in advance by the Convention Center Manager.~~		
	~~Early opening before 8:00 AM~~	~~$200.00 / hour~~	
	~~Early open - no show~~	~~$200.00 / hour~~	
	~~Events / Move Out extending past 11:59pm~~	~~$200.00 / hour~~	
	~~No charge for Foyer when used only as a means of entering or leaving the Auditorium.~~		
	~~Rates are subject to change and the charges for use of the facility will be based on the prevailing rate at the date of occupancy or use.~~		
~~Auditorium~~	~~Early opening before 8:00 AM~~	~~$200.00 / hour~~	
	~~Early open - no show~~	~~$200.00 / hour~~	
	~~Events / Move Out extending past 11:59pm~~	~~$200.00 / hour~~	
	~~Event Day~~	~~STANDARD RATE~~	
	~~8:00 AM - 11:59pm~~	~~$1,200.00~~	
	~~Second show~~	~~$600.00~~	
	~~Holiday rate~~	~~$1,500.00~~	
	~~Move In/Out, Rehearsal~~		
	~~8:00 AM - 11:59 PM~~	~~$600.00~~	
	~~Event Day~~	~~NON-PROFIT RATE~~	
	~~8:00 AM - 11:59 PM~~	~~$900.00~~	
	~~Second show~~	~~$450.00~~	
	~~Holiday rate~~	~~$1,200.00~~	
	~~Move In/Out, Rehearsal~~		
	~~8:00 AM - 11:59 PM~~	~~$450.00~~	
~~Stage fees~~	~~Stage fees~~	~~Amount as incurred by the City of Abilene~~	
~~Conference Center~~	~~13,400 square feet~~		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	~~Prices do not include equipment set fees~~		
	~~Early opening before 8:00 AM~~	~~$200.00 / hour~~	
	~~Early open - no show~~	~~$200.00 / hour~~	
	~~Events / Move Out extending past 11:59pm~~	~~$200.00 / hour~~	
	~~Event Day~~	~~STANDARD RATE~~	
	~~8:00 AM - 11:59 PM~~	~~$750.00~~	
	~~Holiday rate~~	~~$950.00~~	
	~~Move In / Move Out~~		
	~~8:00 AM - 11:59 PM~~	~~$375.00~~	
	~~Event Day~~	~~NON-PROFIT RATE~~	
	~~8:00 AM - 11:59 PM~~	~~$650.00~~	
	~~Holiday rate~~	~~$850.00~~	
	~~Move In / Move Out~~		
	~~8:00 AM - 11:59 PM~~	~~$325.00~~	
~~Conference Rooms~~	~~Early opening before 8:00 AM~~	~~$200.00 / hour~~	
	~~Early open - no show~~	~~$200.00 / hour~~	
	~~Events / Move Out extending past 11:59pm~~	~~$200.00 / hour~~	
		~~CONFERENCE ROOM 1~~	
	~~Event Day, Move In, Move Out~~	~~(2,762 square feet)~~	
	~~8:00 AM - 11:59 PM~~	~~$250.00~~	
		~~CONFERENCE ROOM 2~~	
	~~Event Day, Move In, Move Out~~	~~(4,631 square feet)~~	
	~~8:00 AM - 11:59 PM~~	~~$325.00~~	
		~~CONFERENCE ROOM 3~~	
	~~Event Day, Move In, Move Out~~	~~(3,087 square feet)~~	
	~~8:00 AM - 11:59 PM~~	~~$250.00~~	
		~~CONFERENCE ROOM 4~~	
	~~Event Day, Move In, Move Out~~	~~(2,914 square feet)~~	
	~~8:00 AM - 11:59 PM~~	~~$250.00~~	
		~~UPSTAIRS CONFERENCE ROOM~~	
	~~Event Day, Move In, Move Out~~	~~(3,500 square feet)~~	
	~~8:00 AM - 11:59 PM~~	~~$250.00~~	
~~Exhibit hall~~	~~20,000 square feet~~		
	~~Prices do not include equipment set fees~~		
	~~Early opening before 8:00 AM~~	~~$200.00 / hour~~	
	~~Early open - no show~~	~~$200.00 / hour~~	
	~~Events / Move Out extending past 11:59pm~~	~~$200.00 / hour~~	
	~~Event Day~~	~~STANDARD RATE~~	
	~~8:00 AM - 11:59 PM~~	~~$850.00~~	
	~~Holiday rate~~	~~$1,050.00~~	
	~~Move In / Move Out~~		
	~~8:00 AM - 11:59 PM~~	~~$425.00~~	
	~~Event Day~~	~~NON-PROFIT RATE~~	
	~~8:00 AM - 11:59 PM~~	~~$700.00~~	
	~~Holiday rate~~	~~$900.00~~	
	~~Move In / Move Out~~		
	~~8:00 AM - 11:59 PM~~	~~$350.00~~	
	~~Foyer - no charge when used as an entry to the Exhibit Hall~~		
	~~Events continuing past 11:59 PM must be approved in advance by the Convention Center Manager. An hourly prorated charge equal to 1/4 of the regular rental will be required.~~		
	~~Exhibits and trade shows of two or more consecutive days will be allowed one (1) day free, up to 5:00 PM following program to move out.~~		
	~~Rates are subject to change and the charges for use of the facility will be based on the prevailing rate at the date of occupancy or use.~~		
~~Other rooms and areas~~	~~Early opening before 8:00 AM~~	~~$200.00 / hour~~	
	~~Early open - no show~~	~~$200.00 / hour~~	
	~~Events / Move Out extending past 11:59pm~~	~~$200.00 / hour~~	
	~~Event Day~~	~~FOYER~~	
	~~8:00 AM - 11:59 PM~~	~~$600.00~~	
	~~Move In / Move Out~~		
	~~8:00 AM - 11:59 PM~~	~~$300.00~~	
	~~Event Day~~	~~RED CARPET LOBBY~~	
	~~8:00 AM - 11:59 PM~~	~~$400.00~~	
	~~Move In / Move Out~~		
	~~8:00 AM - 11:59 PM~~	~~$200.00~~	
		~~STAGE~~	
	~~8:00 AM - 11:59 PM~~	~~$450.00~~	
		~~CONFERENCE ROOM 102~~	
	~~8:00 AM - 11:59 PM~~	~~$100.00~~	
		~~GREEN ROOM~~	
	~~8:00 AM - 11:59 PM~~	~~$150.00~~	
		~~VIP SUITE~~	
	~~8:00 AM - 11:59 PM~~	~~$200.00~~	
		~~MEETING ROOMS (PER ROOM)~~	
	~~Prices do not include equipment set fees~~	~~201/2, 203/4, 205/6, 207/8, 209/10~~	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	~~8:00 AM - 11:59 PM~~	~~$100.00~~	
~~Entire Building~~	~~Conventions and others approved by manager, not including set-up for banquets and parties~~		
	~~Early opening before 8:00 AM~~	~~$200.00 / hour~~	
	~~Early open - no show~~	~~$200.00 / hour~~	
	~~Events / Move Out extending past 11:59pm~~	~~$200.00 / hour~~	
	~~8:00 AM - 11:59 PM~~	~~$3,100.00~~	
	~~Move-in, set-up other than day of event~~		
	~~8:00 AM - 11:59 PM~~	~~$2,400.00~~	
	~~Events continuing past 11:59 PM must be approved in advance by the Convention Center Manager.~~		
	~~Lessee is responsible for providing their own insurance. Lessees can purchase insurance through the Tenant Users Liability Insurance Program (TULIP). Please note the Convention Center is unable to order insurance for you.~~		
~~Equipment rental~~	~~Equipment fees are per item~~		
	~~LIGHTING~~		
	~~Available in Auditorium Only~~		
	~~Strobe Lights~~	~~$25.00/day, $100.00/week~~	
	~~Fogger~~	~~$35.00/day, $120.00/week~~	
	~~Dimmer Pack~~	~~$100.00/day, $200.00/week~~	
	~~Light Trees~~	~~$25.00/day, $100.00/week~~	
	~~AUDIOVISUAL~~		
	~~42" TV~~	~~$50.00~~	
	~~DVD Player~~	~~$25.00~~	
	~~A/V cart~~	~~$10.00 per event day~~	
	~~Direct Input Box~~	~~$20.00 per event day~~	
	~~Screen / Hanging Screen~~	~~$30.00 per event day~~	
	~~Motorized screen and projector (per event/per day)~~	~~$175.00~~	
	~~Screen, front/rear projector 14' x 16'~~	~~$120.00~~	
	~~Spotlight (plus tech)~~	~~$30.00~~	
	~~BOOTHS~~		
	~~Booth assembly (pipe and drape), 10' x 10', each~~	~~$20.00~~	
	~~Bare Poles, 10' section~~	~~$10.00 each~~	
	~~12' Pipe and Drape, 10' section~~	~~$40.00 each~~	
	~~Sign Hooks~~	~~$30.00 per event~~	
	~~Electrical service 110-20 amp~~	~~$20.00 per event day~~	
	~~Water connection~~	~~$100.00 per initial connection~~	
	~~CHAIRS~~		
	~~Padded~~	~~$2.00~~	
	~~LABOR~~		
	~~Equipment added after 14 day set up deadline~~	~~Equipment Fee x 2~~	
	~~Final Set Ups not received 14 days prior to event result in penalty~~	~~$250.00~~	
	~~Reset Fee~~	~~$50.00 - $500.00~~	
	~~Hanging Banner~~	~~$25.00 per item~~	
	~~Excessive clean-up/damage deposit~~	~~$50.00 - $500.00~~	
	~~Sound monitor (during events)~~	~~$100.00~~	
	~~MICROPHONES~~		
	~~Wireless (lapel or hand-held)~~	~~$50.00 per event day~~	
	~~SM 57 or SM 58~~	~~$15.00 per event day~~	
	~~827~~	~~$15.00 per event day~~	
	~~MISCELLANEOUS~~		
	~~Coat rack~~	~~$20.00 each~~	
	~~Stanchions, 6' section~~	~~$10.00 each~~	
	~~Easels~~	~~$5.00 each~~	
	~~Unapproved storage fee~~	~~$50.00 - $500.00~~	
	~~Extension cords (electrical)~~	~~$20.00 per event day~~	
	~~Telephone (local calls only)~~	~~No charge~~	
	~~Phone Line (available areas limited)~~	~~$50.00~~	
	~~2-way radios~~	~~No charge~~	
	~~Copies per page:~~		
	~~Black & White (w/paper) per page~~	~~$0.15~~	
	~~Black & White (w/o paper) per page~~	~~$0.20~~	
	~~Colored per page~~	~~$0.75~~	
	~~Soft drinks, bottled water~~	~~$1.00~~	
	~~Grand Piano~~		
	~~Non-Profit~~	~~$50.00~~	
	~~Standard Rate~~	~~$100.00~~	
	~~Upright Piano~~	~~$30.00~~	
	~~Dance Floor (per 4'x4' square)~~	~~$1.00~~	
	~~Parking~~	~~No charge~~	
	~~RV Parking~~	~~$10.00/day~~	
	~~Genie Lift~~	~~$100.00 per day~~	
	~~MIXERS~~		
	~~8-channel~~	~~No charge~~	
	~~12-channel~~	~~No charge~~	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	~~PODIUMS~~		
	~~Free-standing~~	~~$15.00~~	
	~~Self-contained~~	~~$15.00~~	
	~~RISERS~~		
	~~8"~~	~~$20.00~~	
	~~16"~~	~~$20.00~~	
	~~24"~~	~~$20.00~~	
	~~Choral~~	~~$20.00~~	
	~~STAGING~~		
	~~(24" or 32" height)~~		
	~~Per 4' x 8' section~~	~~$20.00~~	
	~~Stage Lighting~~	~~$500.00 - $2,000.00~~	
	~~SOUND SYSTEMS~~	~~$10.00~~	
	~~TABLES~~		
	~~8' x 3' long~~	~~$5.00~~	
	~~60" round~~	~~$5.00~~	
	~~72" round~~	~~$5.00~~	
	~~8' x 24" seminar (2nd floor rooms only)~~	~~$5.00~~	
	~~Cocktail Table~~	~~$5.00~~	
	~~Tablecloth Rental~~	~~$8.00~~	
	~~Tablecloth Replacement~~	~~$15.00~~	
	~~Table Skirting*~~		
	~~With Table Cloth~~	~~$22.00~~	
	~~Without table cloth~~	~~$15.00~~	
	~~*via sub-contractor rates.~~		
	~~Subject to change without notice.~~		
	~~Merchandise~~	~~10% of gross sales~~	
~~Catering Fees~~	~~Onsite Catering Fee~~	~~14% of gross sales~~	
	~~Drop-Off / Food Truck~~	~~5% of gross sales~~	
	~~Liquor Catering~~	~~12% of gross sales~~	
	~~Concessionaire Fees~~	~~10% of gross sales~~	
	~~Concessionaire Fees (beverages served in the Auditorium)~~	~~12% of gross sales~~	
	~~Kitchen - Excessive Clean Up~~	~~$100.00 - $500.00~~	
~~Convention Events~~	~~Booth Assemblies Package, includes 10x10 Booth (pipe and drape), one 8' table (skirted with tablecloth), two chairs, electrical, header~~	~~$85.00~~	
	~~Table (with tablecloth)~~	~~$15.00~~	
	~~Table (with tablecloth and skirting)~~	~~$30.00~~	
	~~Electrical (foyer center booths)~~	~~$500.00 per day~~	
	~~Outsourced items~~	~~20% markup~~	
~~Stage Fees~~	~~Rigger (per hour)~~	~~$30.00~~	
	~~Technical (per hour)~~	~~$25.00~~	
	~~Steward (per hour)~~	~~$20.00~~	
	~~Non-Technical (per hour)~~	~~$18.50~~	
	~~Performance (minimum)~~	~~$72.00~~	
CODE COMPLIANCE			
Abatement	Based on actual hours worked with a minimum of $90.00		
	0 up to 3 hours	$90.00	
	each additional full hour, not to exceed total $500 per abatement	$30.00	
	Administration fee	$100.00	
Mowing	Contractor price		
	0 up to 15,000 sq. ft. lot	$50.00	
	0 up to 15,000 sq. ft. lot with house	$55.00	
	15,001 sq. ft. to one acre lot	$65.00	
	15,001 sq. ft. to one acre lot with house	$70.00	
	Over 1 acre for the first 2 acres each	$70.00	
	After 2nd acre each	$45.00 per acre	
	Additional fee for each mesquite laden acre or portion of	$25.00 per acre	
	Additional fee for each acre or portion of grass/weeds over 48" in height	$25.00 per acre	
	Administration fee	$100.00	
Securement	Based on size of opening to be secured		
	Opening 4'x4' or less (one half sheet of material)	$70.00	
	Opening more than 4'x4' and less than 4'x8' (full sheet of material)	$100.00	
	Administration fee	$100.00	
DVD COPY REQUEST	DVD (each)	$3.00	
Channel 2 Programming State Law	Tex Admin. Code 70.10		
ENGINEERING	Drilling permit: Per permit	$440.00	
	Driveway approach (each)	$35.00	
	Re-inspection (per inspector)	$35.00	
	Sidewalk, curb & gutter: 1st 100 L. F., then $.06 for each L. F. thereafter	$35.00	
	Floodplain development permit	$150.00	
	Drainage plan review: Per review	$25.00	
	Floodplain insurance determination	$12.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Maps: Copies of these will be provided for 8 1/2" x 11". In addition, any other actual materials costs will be assessed. Requests for the creation of maps or other documents not already existing will only be available based on availability of staff and will be billed at a rate of $15.00 per hour, plus the cost of reproduction and/or materials.	$.10 per page	
FESTIVAL GARDENS	Maximum seating is 160. A $50.00 damage deposit is payable when the key is picked up. Admin/User Fee: $5.00		
		Private, non-fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	$120.00	$150.00
	Full Day (8:00AM - 11:00PM)	$230.00	$250.00
		Nonprofit, fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	$140.00	$175.00
	Full Day (8:00AM - 11:00PM)	$275.00	$300.00
		Commercial, fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	$200.00	$300.00
	Full Day (8:00AM - 11:00PM)	$350.00	$500.00
FIRE INSPECTION FEES	Nursing homes, foster homes, ICF/MR homes, hospitals, daycares, etc.		
State Licensing Inspections	0 - 6,000 sq. ft.	$30.00	
	6,001 - 12, 000 sq. ft.	$50.00	
	12,001 - 24,000 sq. ft.	$100.00	
	Over 24,000 sq. ft.	$200.00	
Operational Permits	Operational Permits:	$50.00	
	Amusement building		
	Aviation facilities		
	Battery systems		
	Carnival/fair		
	Combustible dust-producing operations		
	Combustible fibers		
	Compressed gasses		
	Cryogenic fluids		
	Cutting & welding		
	Dry cleaning plants		
	Exhibits/trade shows		
	Explosives (fireworks)		
	Flammable & combustible liquids		
	Hazardous materials		
	High-piled storage		
	Industrial ovens		
	Liquid or gas fueled vehicles or equipment in assembled buildings		
	LP-gas		
	Lumber yards/woodworking plants		
	Open burning		
	Place of assembly where alcohol is consumed		
	Pyrotechnic special effects material		
	Repair garages and service stations		
	Spraying & dipping operations		
	Temporary membrane structures, tents & canopies (operate)		
	Waste handling (wrecking yards)		
Construction Permits	Permit	$50.00	
	Automatic fire-extinguishing systems (install, remove, modify)		
	Compressed gas systems (install, remove, modify)		
	Fire alarm & detection systems (install, modify)		
	Fire pumps & related equipment (install, modify)		
	Flammable & combustible liquids (install, modify, removal of tanks, piping)		
	LP-gas (tank installation & modification)		
	Private fire hydrants (install, modify)		
	Spray room, dip tank or spray booth (install, modify)		
	Standpipe systems (install, modify, remove)		
	Temporary membrane, tents, and canopies (erect)		
	Tents - public access minimum 200 sq. ft.	$50.00	
	Permanent structures 5,000 sq. ft. or less	$75.00	
	Permanent structures 5,001 - 12,000 sq. ft.	$100.00	
	Permanent structures 12,001 - 24,000 sq. ft.	$150.00	
	Permanent structures Over 24,000 sq. ft.	$200.00	
HEALTH SERVICES	Physicals for school /sports /employment	$22.00	
	Birth certificate per copy (includes $10 search fee)	$23.00	
	Full payment for copies of birth certificates are required at the time of request. If unable to locate the record, a refund will be issued for the amount paid less the $10 search fee described below.		
	Birth record search fee (regardless of whether a certified copy is issued or not)	$10.00	
	Death certificate first copy (includes $10 search fee)	$21.00	
	Death certificate additional copies (if ordered with initial copy)	$4.00	
	Full payment for copies of death certificates are required at the time of request. If unable to locate the record, a refund will be issued for the amount paid less the $10 search fee described below.		
	Death record search fee (regardless of whether a certified copy is issued or not)	$10.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Chest x-ray	$50.00	
	I-693 Medical Examination	$140.00	
	Lab draw fee	$8.00	$12.00
	TB skin test	$25.00	
	HEP C	$15.00	
Testing	Lab charges are based on cost plus 10% and are subject to change when reference lab changes their costs		
	Pregnancy (urine)	actual cost +10%	
	Pregnancy (serum)	actual cost +10%	
	Albumin	actual cost +10%	
	Alk. Phosphatase	actual cost +10%	
	ALT (SGPT)	actual cost +10%	
	AST (SGOT)	actual cost +10%	
	BMP	actual cost +10%	
	BUN	actual cost +10%	
	Calcium	actual cost +10%	
	CBC w/Diff	actual cost +10%	
	CBC w/o Diff	actual cost +10%	
	Cholesterol	actual cost +10%	
	CMP	actual cost +10%	
	Creatinine	actual cost +10%	
	Electrolyte Profile	actual cost +10%	
	~~Flu~~	~~actual cost +10%~~	
	Glucose	actual cost +10%	
	HDL	actual cost +10%	
	Hematocrit & Hemoglobin	actual cost +10%	
	POC Hemoglobin	actual cost +10%	
	Lipid Panel	actual cost +10%	
	Liver	actual cost +10%	
	Occult Blood	actual cost +10%	
	~~Potassium~~	~~actual cost +10%~~	
	Rabies (animal head shipment to Austin)	actual cost +10%	
	Sed Rate	actual cost +10%	
	~~Total Bilirubin~~	~~actual cost +10%~~	
	Total Protein	actual cost +10%	
	Trigliceride	actual cost +10%	
	Urinalysis (Micro)	actual cost +10%	
	1, 25 Dihydroxy Vit D	actual cost +10%	
	~~24 hr Urine Creat/Protein~~	~~actual cost +10%~~	
	25 Hydroxy Vit D	actual cost +10%	
	ABO Group & RH Type	actual cost +10%	
	AFP (Maternal serum)	actual cost +10%	
	AFP (Tumor Marker)	actual cost +10%	
	Aldolase	actual cost +10%	
	Alk Phos Isoenzyme/Fractionated	actual cost +10%	
	Amylase	actual cost +10%	
	ANA w/RFX	actual cost +10%	
	~~ANCA Anti Neutropil Cytoplasmic Ab~~	~~actual cost +10%~~	
	~~Antibody Scr RFX ID/Titer (Indirect Coombs Titer/Indirect Antiglobulin)~~	~~actual cost +10%~~	
	Bilirubin, Direct	actual cost +10%	
	Bilirubin, Total	actual cost +10%	
	~~BNP-B type Natriuretic Peptide~~	~~actual cost +10%~~	
	Cancer Antigen 125	actual cost +10%	
	Carbamaazine/Tegretol-trough	actual cost +10%	
	~~CCP (anit cyclic citrullinated peptide)~~	~~actual cost +10%~~	
	~~CD4 Panel (lymph subset 5)~~	~~actual cost +10%~~	
	CEA	actual cost +10%	
	~~CF Carrier Screen~~	~~actual cost +10%~~	
	Ck/CPK, Total	actual cost +10%	
	~~Cold Agglutinim, Quant~~	~~actual cost +10%~~	
	Cortisol, Total	actual cost +10%	
	~~Creatinine Clearance~~	~~actual cost +10%~~	
	CRP	actual cost +10%	
	DHEA	actual cost +10%	
	DHEA-Sulfate	actual cost +10%	
	Digoxin	actual cost +10%	
	Dilantin/Phentoin "PTN"	actual cost +10%	
	Direct LDL	actual cost +10%	
	Drug Abuse Screen (Serum)	actual cost +10%	
	Drug Abuse Screen (Urine)	actual cost +10%	
	EBV Panel	actual cost +10%	
	Estradiol	actual cost +10%	
	Estrogen, Total	actual cost +10%	
	Factor V "Leiden" Mutation	actual cost +10%	
	Ferritin	actual cost +10%	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Folate, Serum	actual cost +10%	
	FSH	actual cost +10%	
	FSH & LH	actual cost +10%	
	~~G6PD~~	~~actual cost +10%~~	
	GGT	actual cost +10%	
	H. Pylori Antigen-Stool	actual cost +10%	
	~~H. Pylori (breath)~~	~~actual cost +10%~~	
	HBV DNA, PCR Quant.	actual cost +10%	
	HCG Serum QN	actual cost +10%	
	Hemoglobin A1C w/MPG	actual cost +10%	
	Hemoglobin Electrophoresis (See sickle)	actual cost +10%	
	Hep A Ab Total	actual cost +10%	
	Hep A IGM Ab	actual cost +10%	
	Hep ABC	actual cost +10%	
	Hep B AB Quant.	actual cost +10%	
	Hep B Core IGM A	actual cost +10%	
	Hep B Surface Ab (Titer)	actual cost +10%	
	Hep B Surface Ag w/Conf	actual cost +10%	
	Hep C Ab (HCV)	actual cost +10%	
	~~Hep C Genotype~~	~~actual cost +10%~~	
	Hep C RNA by PCR (Quantitative Viral Load)	actual cost +10%	
	~~Heterophile Monoscreen~~	~~actual cost +10%~~	
	HIV 1/2 Refl WB	actual cost +10%	
	Homocysteine	actual cost +10%	
	HSV 1/2	actual cost +10%	
	~~HSV IgM~~	~~actual cost +10%~~	
	Insulin Total	actual cost +10%	
	Iron	actual cost +10%	
	Iron, Total & IBC	actual cost +10%	
	Iron, Total & IBC, Ferritin	actual cost +10%	
	~~Lamictal (Lamotrigine)~~	~~actual cost +10%~~	
	LDL Direct	actual cost +10%	
	Lead	actual cost +10%	
	LH	actual cost +10%	
	Lipase	actual cost +10%	
	Lithium	actual cost +10%	
	Lupus Anticoag	actual cost +10%	
	~~Lyme Total AB~~	~~actual cost +10%~~	
	Lyme Total AB rflx lgG, lgm, by IB	actual cost +10%	
	Magnesium	actual cost +10%	
	~~Measles Ab IGG, EIA (Rubeola)~~	~~actual cost +10%~~	
	~~Microalb/Creat Ratio~~	~~actual cost +10%~~	
	MMR Titer	actual cost +10%	
	Mono Spot/Heterophile Mono	actual cost +10%	
	Mumps Virus IGG, EIA	actual cost +10%	
	~~Myoglobin (serum)~~	~~actual cost +10%~~	
	OB Profile	actual cost +10%	
	Phenobarbitol Level-trough	actual cost +10%	
	Phosphate as Phosphorus	actual cost +10%	
	Pro Time w/INR	actual cost +10%	
	Progesterone	actual cost +10%	
	Prolactin	actual cost +10%	
	Prostate Specific Ag (PSA)	actual cost +10%	
	Protein C Ag	actual cost +10%	
	PSA F&T	actual cost +10%	
	PTH, Intact & Calcium	actual cost +10%	
	PTT Activated	actual cost +10%	
	Quantiferon TB Gold Plus	actual cost +10%	
	Renal Funcion Panel	actual cost +10%	
	Reticulocyte Count	actual cost +10%	
	Rheumatoid Factor (RA)	actual cost +10%	
	Rubella IGG Ab	actual cost +10%	
	~~Sex Horm. Bind Globulin~~	~~actual cost +10%~~	
	Sickle Cell Screen	actual cost +10%	
	T. Pallidum total AB w/ reflex	actual cost +10%	
	T-3 Free	actual cost +10%	
	T-3 Uptake	actual cost +10%	
	T-4 (Thyroxine) Total	actual cost +10%	
	T-4 Free	actual cost +10%	
	T-4 Free and TSH	actual cost +10%	
	Testosterone (Free and Total) w/ SHBG	actual cost +10%	
	~~Testosterone (Free and Total)~~	~~actual cost +10%~~	
	~~Testosterone Free (Female)~~	~~actual cost +10%~~	
	~~Testosterone, Total (Male)~~	~~actual cost +10%~~	
	Testosterone, Total	actual cost +10%	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	TSH	actual cost +10%	
	Uric Acid	actual cost +10%	
	Urine culture	actual cost +10%	
	Varicella (VCV) IGG Ab	actual cost +10%	
	Vitamin A	actual cost +10%	
	Vitamin B1	actual cost +10%	
	Vitamin B12	actual cost +10%	
	Water (bacteriological)	actual cost +10%	
	Additional tests may be available. Contact the Abilene-Taylor County Public Health District at 325-692-5600 for more information.		
Vaccinations (Shots)	Vaccinations shall be priced at actual cost + 10% and subject to change throughout the year. Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for current prices.		
		Private Pay	
	DT	actual cost +10%	
	DTAP	actual cost +10%	
	KINRIX	actual cost +10%	
	FLU	actual cost +10%	
	FLU/PNEUMONIA	actual cost +10%	
	PNEUMONIA	actual cost +10%	
	HEPATITIS A	actual cost +10%	
	HEPATITIS B	actual cost +10%	
	TWINRIX	actual cost +10%	
	GARDASIL	actual cost +10%	
	MENINGOCOCCAL	actual cost +10%	
	MENOMUNE	actual cost +10%	
	MMR	actual cost +10%	
	MMRV	actual cost +10%	
	PENTACEL	actual cost +10%	
	POLIO	actual cost +10%	
	PRE-EXPOSURE RABIES	actual cost +10%	
	PREVNAR	actual cost +10%	
	ROTATEQ	actual cost +10%	
	TD	actual cost +10%	
	TDAP	actual cost +10%	
	TYPHIM VAC	actual cost +10%	
	TYPHOID ORAL	actual cost +10%	
	VARICELLA	actual cost +10%	
	YELLOW FEVER	actual cost +10%	
	ZOSTAVAX	actual cost +10%	
	HIB	actual cost +10%	
	MISC INJECTIONS	actual cost +10%	
Vaccines for Children Program	Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for eligible vaccines.	Vaccine for Children	
	Administration fee per child	$14.00	$13.00
Adult Safety Net Program	Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for eligible vaccines.	Adult Safety Net	
	Administration fee per vaccine	$20.00	
Mercy Clinic Fees	Well Woman Exam (WWE/NP Exam)	$100.00	
	STD Visit	$20.00	$25.00
	Nurse Visit	$10.00	$15.00
	Routine Office Visit	$33.00	$35.00
	Complex Office Visit	$65.00	$70.00
	UA	$10.00	$15.00
	Urine Pregnancy Test	$10.00	
	Serum Pregnancy Test	$13.00	$20.00
	Wet Mount	$10.00	
	Birth control pills (per pack)	$7.00	$10.00
	Depo provera shot	$35.00	$50.00
	IUD	actual cost +10%	
	Nexplanon	actual cost +10%	
	Nexplanon / IUD Insertion	$108.00	$125.00
	Nexplanon / IUD Removal	$108.00	$125.00
	Nuvaring (box of 3)	actual cost +10%	
	Patches (box of 3)	actual cost +10%	
	Testing:		
	Urine Culture	actual cost +10%	
	Prolactin	actual cost +10%	
	HSV 1 & 2	actual cost +10%	
	TSH	actual cost +10%	
	TSH reflex to free T4	actual cost +10%	
Environmental Health			
	Daycare inspection fee	$100.00	
	Environmental Health plan review fee	$100.00	
	Environmental Health preliminary inspection fee	$50.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
Food Inspection & Permit	Temporary food permit and/or inspection	$75.00	
	Food permits 4 times a year	$300.00	$350.00
	Food permits 3 times a year	$225.00	$275.00
	Food permits 2 times a year (and multi-seasonal)	$150.00	$200.00
	Food permit 1 time a year	$75.00	
	Food permit 1 time a year (temporary, non-profit, ball parks)	$75.00	
	Food permit 1 time a year (seasonal) - snow cone 9-month option	$100.00	
	Re-inspection fee for food establishment permit	$75.00	
	Late permit fee, if paid January 16-January 31 (in addition to permit fee)	$50.00	
	Late permit fee, if paid after January 31 - (in addition to permit fee)	$100.00	
	Mobile food truck/trailer permit	$150.00	$200.00
	Late temporary food permit (express processing)		$50.00
~~Septic Systems~~	~~Septic system permit application and/or inspection~~	~~$210.00~~	~~$260.00~~
	~~*fee includes $10 payable to TCEQ*~~		
Swimming Pool/Spa	~~Swimming pool/spa permit~~ Swimming Pool/Spa/Interactive Water Feature permit	$150.00	$200.00
	Re-inspection fee for swimming pool/spa permit	$50.00	
	Application fee - assessed for new & variance permits		$100.00
JUNKED VEHICLE PENALTIES	Any person, firm, or corporation who violates any provision of this Code related to junk vehicles shall be assessed a civil penalty in an amount not exceeding five hundred dollars ($500.00) for each offense, the amount to be determined by the hearing officer in his reasonable discretion, subject to review on appeal.		
	Unless higher amounts are required by state law or a lesser amount is determined by the hearing officer or judge of the municipal court, the minimum penalties for junked vehicle violations shall be as follows:		
	1st offense of failure to abate each junked vehicle in authorized time limit	$50.00	
	2nd offense of failure to abate each junked vehicle within a six (6) month period	$75.00	
	3rd and all subsequent offenses of failure to abate each junked vehicle within a six (6) month period	$100.00	
	In addition to the minimum penalty, charges for towing of the vehicle shall be added.		
LIBRARY	Replacement fee for lost or damaged card	$1.00	
	Library card - Non-resident cards are available to Texans presently residing outside the City of Abilene per year.	$10.00	$30.00
	Library cards are free to all City of Abilene residents and Dyess active duty & their families.		
	Lamination fee per linear foot	$1.00	
	Lost and damaged materials. The processing fee is not refundable.	Price of the item plus a $5.00 processing fee	
	Black and white copies per page	$0.15	
	Color copies per page	$0.45	
	Flash drives	$5.00	
	Sewing machine needle replacement	$0.50	
	3D Printing fee per gram ($1.00 minimum charge)	$0.15	
Rental	For-profit groups or groups from outside the City of Abilene will be charged fees. Fees are payable at the time a reservation is made and are refundable if cancelled at least one week before the scheduled event.		
	Main, Mockingbird, South public meeting rooms - rental fees for the rooms are per hour or any part of an hour.	$10.00	$25.00
	- ~~South branch meeting room first two hours - private group per event~~	~~$50.00~~	
	- ~~South branch meeting room each additional hour - private group per event~~	~~$15.00~~	
	Main, Mockingbird, South branch meeting room - nonprofit group per event	No Charge	
	South branch technology fee for usage of the advance technology per event*	$25.00	
	**technology fee applies to both profit and nonprofit groups*		
MAXWELL MUNICIPAL GOLF COURSE	Per lease agreement for the operation and management of the municipal golf course, the lessee has sole authority to set pricing for all fees up to a maximum of ten percent annually. Potential fee increases greater than ten percent do require approval from the City. The fees listed below were in effect at the time of the first reading of the proposed budget and subject to change. Please contact the Maxwell Golf Course at 325-692-2737 for current rates.		
Green Fees	Green fees: weekday (Times Vary)		
	Walking	$20.00	
	Riding	$34.50	
	Junior/senior walking	$14.40	
	Junior/senior riding	$28.99	
	Green fees: weekend (Times Vary)		
	Walking	$26.86	
	Riding	$41.35	
	Junior/senior walking	$20.00	
	Junior/senior riding	$34.50	
	Twilight: weekday (Times Vary)		
	no cart	$17.00	
	with cart	$27.00	
	Super Twilight: weekday (Times Vary)		
	walking	$11.00	
	with cart	$22.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Twilight: weekend (Times Vary)		
	no cart	$21.20	
	with cart	$31.20	
	Super Twilight: weekend (Times Vary)		
	walking	$11.00	
	with cart	$24.40	
	Additional fee applies to rates above if playing alone:		
	Single rider fee - through Twilight	$5.00	
	Single rider fee - Super Twilight	$4.00	
	Trail fee	$10.00	
	Tournament Prices: weekday	$33.00	
	Tournament Prices: weekend / holiday	$38.50	
10 Play Card Options	Senior weekday (no holidays) with cart	$242.00	
	Senior 7 day with cart	$266.00	
	Senior weekday (no holidays) with trail	$221.00	
	Senior 7 day with trail	$245.20	
	Regular 7 day with cart	$344.85	
	Regular 7 day with trail	$323.85	
Memberships	Single Annual Membership:		
	Walking	$1,344.47	
	with Trail fee	$2,295.15	$2,524.67
	with Cart	$2,383.00	$2,621.31
	with Trail + Shed	$2,709.14	
	Couple's Annual Membership:		
	Walking	$2,016.70	
	with Trail fee	$3,034.52	$3,338.13
	with Cart	$3,525.00	$3,877.50
	with Trail + Shed	$3,448.51	
	Senior Single Annual Membership:		
	Walking (5 days/week)	$712.07	
	Walking (7 days/week)	$1,008.35	
	Senior w/ cart (5 days/week)	$1,687.08	$1,855.78
	Senior w/ cart (7 days/week)	$2,012.97	$2,214.28
	Senior w/ trail (5 days/week)	$1,389.91	$1,528.90
	Senior w/ trail (7 days/week)	$1,925.35	$2,117.89
	with Trail + Shed (5 days/week)	$1,803.90	
	with Trail + Shed (7 days/week)	$2,339.34	
	Senior Couple's Annual Membership:		
	Walking (5 days/week)	$1,068.11	
	with Trail (5 days/week)	$1,781.54	$1,959.68
	with Trail (7days/week)	$2,479.94	$2,727.95
	with Cart (5 days/week)	$2,530.58	$2,783.64
	with Cart (7 days/week)	$3,019.46	$3,321.40
	with Trail + Shed (5 days/week)	$2,195.53	
	with Trail + Shed (7 days/week)	$2,893.93	
	Additional single rider fee if playing alone	$5.00	
Driving Range	Driving range - large basket	$12.00	
	Driving range - medium basket	$8.00	
	Driving range - small basket	$4.00	
	Junior Summer Pass (includes range and golf)	$310.68	
	Lessons	Set by the instructor	
MUNICIPAL COURT	Child Safety Fund Fee - assessed on parking violations	$5.00	
	Local Consolidated Fee	$14.00	
	In accordance with Local Government Code Sec. 134.103(a) . Fee is assessed on conviction of nonjailable misdemeanor offenses, including an offense related to a pedestrian or parking violations. Local Government Code Sec. 134.103(a).		
	Court Cost for Defensive Driving:		
	Regular citation	$144.00	
	Offense in school zone	$169.00	
	Warrant Fee - executing or processing a warrant, capias, or capias pro fine.	$50.00	
	Filing fee for appeal of determination of hearing officer regarding parking violation	$5.00	
Teen Court Fee	Administrative court fee	$20.00	
PARKS AND RECREATION	City employee staffing fee to work special events / tournaments	$25.00 / hour per person	
Parks	Athletic field line painting (football, soccer, rugby):		
	Initial setup / layout (no paint) - per field	$150.00	$200.00
	Line painting - per field	$125.00	
	Ball Field Lights (for all field light usage other than official league games)	$20.00/hour per field	
	Facility use charge:		
	Residents - per player, per season	$20.00	
	Non-residents - per player, per season	$25.00	
	Select Team Player - per year	$25.00	
	Bounce House in the Park	$25.00	
	Park Pavilions per four (4) hour time slot	$25.00	
	Minter Park Water Curtain:		
	Pre-programmed / pre-approved name, phrase, or design	$25.00 / hour	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Pre-programmed / pre-approved name, phrase, or design	$100.00 / day	
	Special event live programming by City employee	$50.00 / hour	
	Pro/Semi pro field use per game/use	$250.00	
	Rose Park Amphitheater per day	$50.00	
	Trash bags if purchased from the City per case	$60.00	$65.00
	Vendors in the Park	$30-$50/event/day	
	Use of electrical outlets in parks	$20.00 per use	$20 per event per day
	Tournament fee: Per team / per tournament	$25.00	
Aquatics / Adventure Cove	All Adventure Cove fees are subject to sales tax.		
	Adventure Cove: 2 and under	No Charge	
	Adventure Cove: Child less than 48" tall	$4.00	$5.50
	Adventure Cove: Child / adolescent 48" tall	$6.00	$7.50
	Adventure Cove: Adult	$7.00	$8.50
	Adventure Cove: Doggie splash day - per dog	$3.00	
	Shallow Water Lifeguard Course - per person	$135.00	
	Swimming lessons: 2 week session	$45.00	
	Adventure Cove Pavilion & Facility Rentals:		
	2 hour rental	$200.00	
	After-hours rental: 2 hours	$700.00	
	After-hours rental: each additional hour	$300.00	
	Adventure Cove: Lifeguard re-certification fee	$75.00	
Recreation	Special events admission fee	up to $50.00	
	After School Program - per student / week	$15.00	
	Bike race/ride - individual	$35.00	$60.00
	Bike race/ride - team	$40.00	
	Bike race/ride - registration day of race additional	$10.00	$20.00
	Camps winter break	$65.00	$100.00
	Camps spring break	$65.00	$100.00
	Youth council talent show student	$3.00	
	Youth council talent show adult	$5.00	
	Classes: Instructor receives 75% of fee; City of Abilene receives 25% of fee	Price set by instructor	
	Daddy daughter date night per person	$12.00	
	Half marathon individual	$35.00	$50.00
	Half marathon team	$40.00	
	Half marathon day of registration - additional	$10.00	$20.00
	Heels & wheels duathlon individual	$35.00	
	Heels & wheels duathlon team	$40.00	
	Heels & wheels day of registration - additional	$10.00	
	Leagues youth girls volleyball per person per season	$55.00	
	Leagues youth basketball per person per season	$60.00	
	Leagues youth flag football per person per season	$75.00	
	Leagues adult basketball per person per season	$45.00	
	Leagues adult flag football per team per season	$350.00	
	Leagues adult kickball per person per season	$20.00	
	Leagues adult volleyball per person per season	$45.00	
	Leagues pickleball per person per season	$10.00	
	Leagues spikeball per person per season	$10.00	
	Annual Race 1k: 12 and under	$10.00	
	Annual Race 5k	$25.00	$35.00
	Annual Race 10k	$35.00	$45.00
	Annual Race day of registration - additional	$10.00	$20.00
	Mother/Son date night per person	$12.00	
	Recreation Activity Buildings: Maximum capacity Rose Park Recreation Center = 75 Cobb Recreation Center = 63. A $100.00 damage deposit is required. Admin/user fee $5.00		
		Private Non fundraising	
	9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	$140.00	$150.00
	9:00 AM - 12:00 AM per activity	$180.00	$250.00
		Non Profit fundraising	
	9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	$155.00	$175.00
	9:00 AM - 12:00 AM per activity	$255.00	$300.00
		Commercial fundraising	
	9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	$180.00	$300.00
	9:00 AM - 12:00 AM per activity	$305.00	$500.00
	Recreation Center: Rates are hourly. A $100.00 damage deposit is payable at the time the reservation is made. Admin/ User Fee: $5.00		
	Private, non-fundraising per hour	$35.00	
	Non-profit, fundraising per hour	$45.00	
	Commercial, fundraising per hour	$60.00	
	Summer playground program:		
	1 Week Session / per child / per program	$50.00	
	2 Week Session / per child / per program	$85.00	
	TAAF Flag Football: Per team	$350.00	
	TAAF Track Meet admission fee: per person	$5.00	
	Wellness Jamboree: Vendor booth fee for first come/first serve area	$50.00	
	Wellness Jamboree: Vendor booth fee for premium booth locations	$100.00	
	Wellness Jamboree: Admission fee	No Charge	
Tennis	Tennis center: juniors membership fee annual	$75.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Tennis center: adults membership fee annual	$100.00	
	Tennis center: family membership fee annual	$150.00	
	Tennis center court fee	No Charge	
	Membership benefits include 3 day advance reservation on courts and ball machine and price break on lesson		
	Tennis center court fee non-member	$3.00/person	
	Tennis center ball machine hourly rate non member	$10.00-$15.00	
	Tennis center ball machine rental rate and privileges - Hourly rate (members)	$10.00	
	Tennis center ball machine rental rate and privileges - Hourly rate (non-members)	$15.00	
	Tennis center ball machine - Yearly registration	$100.00	
	Tennis tournament fee	$15-$50	
Senior Services	**Senior Services activity rental:** a $100.00 damage deposit will be required for the rental of these facilities		
	Grand Ball Room (includes the use of 140 stack chairs)		
	Full-day rental 9:00 AM - 11:00 PM	$425.00	
	Half-day rental 9:00 AM - 4:00 PM or 4:00 PM-11:00 PM	$300.00	
	Dining Room (includes use of 40-3'x3' tables and 180 stack chairs and patio)		
	Full-day rental 9:00 AM - 11:00 PM	$425.00	
	Half-day rental 9:00 AM - 4:00 PM or 4:00 PM-11:00 PM	$300.00	
	Senior meal fee: age 60 and over	$2.00	
	Senior lunch fee: under the age of 60	$3.50	
	Senior dances admission fee	$6.00	
	Senior special events admission fee	up to $45.00	
	Senior talent show admission fee	$5.00	
	Senior Thursday night weekly dance	$5.00	
	Special events may be added upon approval of the City Manager or his designee		
PLANNING	Board of Adjustment Filing/Application Fees	$400.00	
Planning Infill Development Incentive	Projects located within the designated "infill area" are eligible for a fee reduction of 50% in accordance with the City's Infill Development Strategy. This does not apply to any portion of a fee that is based on actual costs to the City, such as filing plats, photocopies, notifications, etc.		
Planning Ordinances, Minutes, Publications, Reports, Other Documents, Maps	Reports, plans, ordinances, maps and other documents are often available on the city's web site (www.abilenetx.gov) at no charge. In addition, any other actual materials costs will be assessed.	$.10 per page	
	Requests for the creation of maps or other documents not already existing will only be available based on availability of staff	$15.00 per hour, plus the cost of reproduction and/or materials.	
Subdivision	Preliminary development plan	No Charge	
	Plat, preliminary (applicant will also be responsible for actual filing costs)	$500.00*	
	Plat, final (applicant will also be responsible for actual filing costs)	$500.00*	
	Plat, minor (applicant will also be responsible for actual filing costs)	$500.00*	
	Plat, replat (applicant will also be responsible for actual filing costs)	$500.00*	
	Easement release	$400.00	
	Thoroughfare abandonment (based on land value)	$1,500.00**	
	*Plat fees are $500.00 for the first 4 lots, plus $20.00 per lot thereafter (maximum review fee of $2,500)		
	** Thoroughfare abandonment fee is 10% of the calculated land value of the ROW area to be abandoned, based on average square footage value of adjacent properties, per the most recent official Appraisal District valuation. Minimum fee is $1,500.00. Any portion over the minimum fee is refundable if the abandonment is not approved.		
	Street name change (applicant also responsible for notification costs)	$800.00	
	Proportionality appeal	$500.00	
	Sidewalk waiver or deviation (plat)	$250.00	
	Sidewalk deferral agreement	$100.00	
	Miscellaneous permit fee is for new permits/processes/applications established by ordinance to be applied until such time that a specific fee is established.	$100.00	
	If a case is withdrawn or delayed at the request of the applicant after notifications have been sent and/or public notice has been posted, the applicant will be responsible for the cost of notifications and re-posting of notice.		
Signs	Sign permit - billboard (based on sign value)	$ 500.00*	
	Sign permit - non-billboard (based on sign value)	$ 200.00*	
	Sign permit - portable	$50.00	
	*Sign permit fee, other than for portable signs, is 2% of the sign value OR the minimum fee noted above, whichever is greater		
Other	Itinerant business permit	$100.00	
	Misc. other permit/application	$100.00	
POLICE			
Other	Fingerprinting services	$10.00	
	Accident reports	$6.00	
	Trailer inspection fee	$40.00	
Records	Admin fee to gather info (if more than 50 pages) per hour	$15.00	
	Arrest report per page	$0.10	
	Certified report	$1.00	
	CD case	$0.50	
	Clearance letter per letter	$5.00	
	DVD	$3.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Non-rewriteable CD (CD-R)	$1.00	
	Overhead charge	20% of labor charge	
	Police reports per page	$0.10	
Vehicle Impoundment Fees	Daily storage fee	$20.00	
	Daily tax	$1.65	
(Set by State Law Occupations Code)	Towing charge	Varies by vehicle	
PUBLIC INFORMATION REQUEST	Pursuant to the Public Information Act, Tex. Gov't Code Chapter 522.2615, if a request for a copy of public information will result in the imposition of a charge that exceeds $40.00, or a request to inspect a paper record will result in the imposition of a charge under 552.271 that exceeds $40.00, the governmental body shall provide the requestor with a written itemized statement that details all estimated charges that will be imposed, including any allowable charges for labor or personnel costs. If an alternative less costly method of viewing the records is available, the statement must include a notice that the requestor may contact the governmental body regarding the alternative method.		
(State Regulated)	The basic charge for copies of public information is currently $.10 per page, $3.00 per DVD, and $1.00 per CD. Voluminous requests may also result in personnel costs, currently a flat rate of $15.00 per hour, and overhead, charged at 20% of the total personnel costs for the request. The Office of the Attorney General has published a handbook interpreting the Texas Public Information Act.		
PUBLIC RIGHT-OF-WAYS			
Franchise Fees	Cable Television:		
	Initial franchise application and review fee	$5,000.00	
	Franchise renewal application and review fee	$1,000.00	
	Cable Television Franchise Fee	5% of grantee's gross revenues	
	Electric	.001116¢ per kilowatt-hour of services delivered	
	Gas	5% of grantee's gross revenues	
	Non-Emergency Ambulance Transfer Service:		
	Franchise fee for non-emergency ambulance transfer service is 3.5% of the total amount billed for ambulance services fees and other income derived from operations within the City.	3.5% of billings for services fees & other income	
	Note: only collected if city is requested to financially subsidize the operation of ambulance service within the city.		
	Telecommunications	set by the Public Utility Commission of Texas	
	Underground Encroachments:		
	Franchise fee for subsurface structure under public property	$.02 per cubic foot / annual	
	Sidewalk elevator or lift	$100 / annual	
Wireless Communication Network Nodes	Permits for use of public right-of-way:		
(State Regulated)	Application fee - $500 deposit per application covering up to 5 network nodes, $250 deposit for each additional network node, and $1,000 deposit per pole.	Actual cost to process	
	*A $500 deposit is required at the time of application. The actual application fee will vary and is based on the actual direct costs incurred by the City to process the application, not to exceed the amounts stated in Local Government Code Sec. 284.156.		
	Public Right-of-Way rates:		
	Use of public right-of-way (per installed network node)	$250 / annual	
	Transport facilities charge (monthly rate per connected network node)*	$28 / month	
	**charge is in addition to the annual use of public right-of-way charge*		
	Collocation of network nodes on service poles (per service pole)	$20 / annual	
PUBLIC WORKS			
	Recyclable hauling permit fee, per vehicle or trailer		$50.00
RECYCLING	~~Amounts shown include 8.25% sales tax~~ Sales tax is extra on services		
Mulch	Mulch self loaded by resident	No Charge	
	Loaded by City staff (per yard)	$4.00	$4.62
	30 yards (per yd.)	$4.00	$4.62
	Delivery charge	$220.00	
Regrind Mulch	~~Amounts shown include 8.25% sales tax~~ Sales tax is extra on services		
	Prices are per yard.		
	Mulch self loaded by resident 1 yard or less	No Charge	
	30 yds.		
	Premium ~~$6.00 /yd~~ $6.47/yd		$6.47 / yard
	Delivery charge	$220.00	
Cardboard Collection Services	Sales tax is extra on services		
	Cardboard recycling 8 yard container:		
	One a week collection per month	$65.00	$67.50
	Two a week collection per month	$100.00	$105.00
	Three a week collection per month	$135.00	$142.50
	Each additional collection at same site	$35.00	$37.50
	Recycle 40 yard Cardboard monthly	$953.33	$954.00
	Each additional collection at same site	$220.00	
Freon Units/Other Appliances	No tax		
	Residential Freon unit - 1st unit	No Charge	
	Residential Freon unit - 2nd unit	$5.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Commercial Freon unit	$5.00	
	Commercial other appliances	$2.50	
Tires	No sales tax		
	Rim size		
	13" - 14" (no rims accepted)	$1.00	
	15" - 20" (no rims accepted)	$2.00	
	Truck (no rims accepted)	$5.00	
	Farm (no rims accepted)	$10.00	
Other	Per Delivery to Recycler	$220.00	
	Brush Center Commercial Fee	$30.00 per load	
ROAD HUMPS	Application fee Those requesting road humps are responsible for the installation cost of the road humps, notifications costs, and associated signs and markings. Cost per hump varies. Call Traffic Engineering for an estimate.	$100.00	
SCOOTER & BICYCLE SHARING	Scooter & Bicycle Sharing Permit:		
	Initial permit (24 months)	$1,500.00	
	Renewal permit fee (12 months)	$750.00	
SOLICITATION PERMIT	Application permit fee (30 days)	$50.00	
	For each additional solicitor/worker	$30.00	
	Yearly application fee (local business only)	$100.00	
	Yearly fee for each additional solicitor/worker	$30.00	
SOLID WASTE	Sales tax is extra on services		
	Environmental charge per month all accounts	$1.80	$2.00
Residential			
	Regular collection services monthly charge	$20.00	$22.50
	~~Carry-Out Service (no new customers accepted)~~		
	~~10-50 feet~~	~~$27.45~~	
	~~50-100 feet~~	~~$48.25~~	
	~~100-150 feet~~	~~$69.05~~	
Commercial	Minimum charge of ~~$17.00~~ $22.50 per month for Commercial accounts		$22.50
Commercial Sideloader	90 gallon	$27.50	$30.00
(emptied 2 times per week)	300 gallon	$60.00	$65.00
	300 gallon shared by 2 com. Each	$30.00	$32.50
Frontloader Services	Two times per week collection:		
	2 yard container per month	$59.83	$63.00
	3 yard container per month	$78.52	$83.00
	4 yard container per month	$98.23	$103.00
	6 yard container per month	$123.87	$130.00
	8 yard container per month	$158.19	$166.00
	~~2 yard compacter per month~~	~~$89.79~~	
	~~8 yard compactor per month~~	~~$204.17~~	
	Frontload compactor subject to per cubic yard rate of $2.95 per cubic yard		
	4 times per week collection:		
	2 yard container per month	$111.86	$118.00
	3 yard container per month	$151.41	$159.00
	4 yard container per month	$189.38	$199.00
	6 yard container per month	$258.02	$271.00
	8 yard container per month	$329.00	$346.00
	Frontload compactor subject to per cubic yard rate of $2.95 per cubic yard		
Extra Collections	2, 3 or 4 yard container	$40.00	
	6 or 8 yard container	$50.00	
	Frontload compactor subject to per cubic yard rate of $2.95 per cubic yard		
Stationary Compactor Service			
	Privately-Owned		
	20 yd. / 30 Yd. / 40 Yd.		
Collections per week 1	~~$1122.63~~ $1182.00 / ~~$1389.51~~ $1462.00 / ~~$1653.81~~ $1739.00		
Collections per week 2	~~2245.26~~ 2364.00 / ~~2779.02~~ 2924.00 / ~~3307.62~~ 3478.00		
Collections per week 3	~~3367.89~~ 3546.00 / ~~4168.53~~ 4386.00 / ~~4961.43~~ 5217.00		
Collections per week 4	~~4317.20~~ 4728.00 / ~~5558.04~~ 5848.00 / ~~6615.24~~ 6956.00		
Other Monthly	30 Yd. Compactor with Turn Charge - 1 collection per week	$1,657.02	$1,822.72
	34 Yd. Compactor with Turn Charge - 1 collection per week	$1,923.28	$2,115.61
	10 Yd. Compactor with Turn Charge - 1 collection per week	$627.00	$690.00
	10 Yd. Compactor - 1 collection per week	$561.00	$617.00
Extra Collections / On Call Service			
	20 yard compactor	$288.52	$303.00
	30 yard compactor	$356.50	$374.00
	40 yard compactor	$425.61	$447.00
	10 Yd. Compactor	$145.00	$152.00
	10 Yd. Compactor with Turn Charge	$210.00	$221.00
Compactors for Recycle Only	Privately-Owned Unit		
	Per Delivery to Recycler	$220.00	
Turning Charge	Per Collection	$65.32	$66.00
Roll-Off Open Scheduled	Per Week / 20 yd. / 30yd / 40 yd.		
	1 / ~~$1074.58~~ $1128.00 / ~~$1335.17~~ $1402.00 / ~~$1593.70~~ $1674.00		
	2 / ~~$2149.16~~ 2256.00 / ~~$2670.34~~ 2804.00 / ~~$3187.40~~ 3348.00		
	3 / ~~$3223.74~~ 3384.00 / ~~$4005.51~~ 4206.00 / ~~$4781.10~~ 5022.00		
Roll-Off Open Non Scheduled			
	Container Size	Per Collection	
	20 yard	$285.12	$300.00

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	30 yard	$351.97	$370.00
	40 yard	$418.82	$440.00
Roll-Off Non-Scheduled (short term)	Size Charge Daily Rental Per Collection Charge		
	20/30/40 yard ~~$66.45~~ $73.00 ~~$3.47~~ $4.00 ~~$220~~ $242 haul+~~$30.65~~ $32.00 per ton		
Open Top Containers	Permanent per month	$174.89	$184.00
Brush and Bulky	Knuckle boom truck - city crew loading service per hour	$76.27	$78.00
	Rear loader truck - city crew loading per hour	$46.45	$48.00
Container Exchange/Refurbishment	100 or 300 gallon	$33.99	$37.50
	2 yard	$50.98	$53.50
	3 yard	$62.31	$64.50
	4 yard	$81.58	$84.50
	6 yard	$99.70	$102.50
	8 yard	$118.96	$121.50
Special Event Service	90 gallon per cart per dump	$2.72	$5.00
	~~300 gallon per container per dump~~	~~$6.19~~	
	4 cubic yard per container per dump	$40.00	
	8 cubic yard per container per dump	$50.00	
	20 cubic yard per container per dump	$278.52	$314.00
	30 cubic yard per container per dump	$346.50	$387.00
	40 cubic yard per container per dump	$415.61	$461.00
	Flatbed truck per load	$76.27	$78.00
Other	Wash container	$67.98	$68.00
SPECIAL EVENT AND STREET USE LICENSE	Category A : no control over the street; pre-approved route; not in Downtown Area	$25.00	
	Category B: less than 24 hours in duration; requiring control of local/minor streets; in Downtown Area	$50.00	
	Category C: multiple day event or major impact; requiring control streets; in Downtown Area	$100.00	
	Parades: closed streets, approved route in the Downtown Area	$200.00	
	Street Use License: any other private use upon any public street, alley, sidewalk, or public way	$300.00	
	Pipeline Payment Street Use License: pipelines, gas, oil, or other hydrocarbons	Per rod price as negotiated	
STORMWATER SERVICES	Stormwater utility rates are included on users monthly water bill and are shown on this schedule under Water Bill Commercial or Water Bill Residential, as appropriate.		
	RESIDENTIAL		
	Tier 1 < = 1,280 square feet	$2.79	$3.00
	Tier 2 1,281 to 2,880 square feet	$3.68	$4.00
	Tier 3 2,881 - 3,500	$4.42	$4.75
	Tier 4 > 3,500 square feet	$5.38	$5.75
	COMMERCIAL		
	minimum rate	$6.80	$7.50
	per square foot	$0.00075	$0.00080
	maximum rate	$68.08	$73.00
	Environmental Charge - Stormwater	$1.16	$1.50
STREETS	Estimate fee	$25.00	
	Items listed below are invoiced at the actual cost of materials and labor in effect at the time of service. Please contact the Street Services division at 676-6045 for current prices.		
	Hot mix asphalt (ton)	actual cost	
	Base (cu. yd.)	actual cost	
	Grade #6	actual cost	
	CBS-1 (gallon)	actual cost	
	Clean up (ton)	actual cost	
	Saw blade	actual cost	
Street or Alley Excavations	Items listed below are invoiced at the actual cost of materials and labor in effect at the time of service. Please contact the Street Services division at 676-6045 for current prices.	Base Cost	
	#1 Base repair in alley - plumber's ditch up to 12 cu. yds./ditch (plumber backfill & cleanup)	actual cost	
	#2 Base repair in alley - plumbers ditch up to 12 cu. yds./ditch (City backfill &	actual cost	
	#3 Base & asphalt repair to street or alley - plumber's ditch up to 12 cu. yds./ditch. Hot mix asphalt, includes saw blade charge (plumber's backfill & cleanup)	actual cost	
	#4 Base & asphalt repair to street or alley - plumber's ditch up to 12 cu. yds./ditch. Hot mix asphalt, includes saw blade charge (City backfill & cleanup)	actual cost	
Street Maintenance Fee	Residential - monthly charge		
	R1 Single Family Residence	$8.75 per non-irrigation meter	
	MF Multifamily	$8.00 per dwelling unit	
	LM1 Low-Moderate Income	$1.75 per non-irrigation meter	
	Persons who make 50% or less of the median family income as defined by the City's Office of Neighborhood Services are eligible to pay the reduced Low-to Moderate-Income (LM1) rate. Applications for LM1 rate reduction are available at www.abilenetx.gov or call 325-437-4576.		
	Commercial - monthly charge		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	C1 Base Trip Rate 0.00 to 4.99	$45.00	
	C2 Base Trip Rate 5.00 to 14.99	$55.00	
	C3 Base Trip Rate 15.00 to 49.99	$65.00	
	C4 Base Trip Rate 50.00 to 199.99	$75.00	
	C5 Base Trip Rate 200.00 to 999.99	$85.00	
	C6 Base Trip Rate 1,000 or greater	$95.00	
	See City of Abilene Ordinance No. 35-2018, Exhibit A available at www.abilenetx.gov for how base trip rate is determined.		
TAXI/LIMO LICENSE PERMIT	Owner License Fee (Yearly)	$100.00	
	Vehicle permit (Per Vehicle)	$25.00	
	Driver permit (Per Driver)	$25.00	
	Replacement Fee	$5.00	
TRAFFIC & TRANSPORTATION	City Ordinance Parking violations:		
Parking	*Amounts listed below are the minimum fines, unless a lesser amount is determined by the hearing officer or municipal court clerk or so designated deputy. Parking citations listed below do not include $14 Local Consolidated Fee and $5 Child Safety Fund fee (see Municipal Court section). Amounts also exclude State portion of fines and fees. Fees subject to change in accordance with state law.		
	Exceeding posted time limit, first offense within 30-day period	$6.00	
	Exceeding posted time limit, second offense within 30-day period	$26.00	
	Exceeding posted time limit, third offense within 30-day period	$51.00	
	Exceeding posted time limit, fourth and all subsequent offenses within 30-day perioc	$101.00	
	Parking in a school zone, first offense	$26.00	
	Parking in a school zone, second offense	$51.00	
	Parking in a school zone, third offense	$76.00	
	Parking in a red zone	$144.00	
	All other parking violations	$21.00	
	Note: Parking citations unanswered for more 10 days are considered delinquent and become twice the amounts specified above. Fines are not to exceed $500.00 for each offense.		
	Boot fee	$25.00	
	Construction parking permit: Per vehicle per day (Monday-Friday)	$3.00	
	Parking lot lease: Each space, per month varies by lot	$10.00 to $20.00	
Resident Only Parking Program	Application fee	$50.00	
	Installation of Resident Parking Only sign, each	$200.00	
	Resident Only Parking Permit, each	$5.00	
	Guest pass, each	$5.00	
	Replacement Parking Permit	$5.00	
Tree Trimming	Administrative fee	$250.00	
Housing Moving Permit	House moving permit	$200.00	
	If passing under a traffic control device per permit	add $50.00	
	If a traffic control device must be moved	add $150.00	
	After hours and Saturdays	add $160.00	
	Rescheduling Fee	$100.00	
	Failure to procure permit	$500.00	
	No moving permits granted for Sundays		
WATER			Water/Sewer rate changes effective 11/1/2023
Residential (service to all domestic housing of three units or less)	Customer Service Charge	Based on Meter Size*	
Water	5/8 or 3/4	$17.30 min. per month	$18.25 min. per month
	1 inch	$26.00	$28.00
	1 1/2 inch	$48.50	$51.75
	2 inch	$81.00	$86.00
	3 inch	$152.00	$162.00
	4 inch	$229.00	$243.00
	6 inch	$425.00	$452.00
	8 inch	$690.00	$734.00
	10 inch	$930.00	$990.00
	First 6,000 gallons per thousand gallons	$3.55	$3.85
	7,000 - 15,000 gallons per thousand gallons	$6.05	$6.55
	Over 15,000 gallons per thousand gallons	$8.50	$9.20
	Outside of City limits, double above rates for water consumption		
Sewer			
	Customer Service Charge	$15.00 minimum	$16.00 minimum
	First 10,000 gallons per thousand gallons	$2.50	$2.90
	Over 10,000 gallons	No Charge	
Environmental	All Accounts per account	$2.96	$3.50
	This fee supports the Stormwater Services and the Solid Waste Environmental Program ~~($1.16~~ $1.50 to Stormwater Services and ~~$1.80~~ $2.00 to Solid Waste)		
Commercial (business operations and residential housing with four units or more)	Customer Service Charge	Based on Meter Size*	
	5/8 or 3/4	$17.30 min. per month	$18.25 min. per month

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	1 inch	$26.00	$28.00
	1 1/2 inch	$48.50	$51.75
	2 inch	$81.00	$86.00
	3 inch	$152.00	$162.00
	4 inch	$229.00	$243.00
	6 inch	$425.00	$452.00
	8 inch	$690.00	$734.00
	10 inch	$930.00	$990.00
	All consumption per thousand gallons	$6.05	$6.55
	Outside of City limits, double above rates for water consumption		
Sewer	Customer Service Charge	$15.00 minimum	$16.00 minimum
	All use per thousand gallons	$2.50	$2.90
Environmental	All Accounts per account	$2.96	$3.50
	This fee supports the Stormwater Services and the Solid Waste Environmental Program ~~($1.16~~ $1.50 to Stormwater Services and ~~$1.80~~ $2.00 to Solid Waste)		
Industrial, Manufacturing and Institutions	Customer Service Charge	Based on Meter Size*	
	5/8 or 3/4	$17.30 min. per month	$18.25 min. per month
	1 inch	$26.00	$28.00
	1 1/2 inch	$48.50	$51.75
	2 inch	$81.00	$86.00
	3 inch	$152.00	$162.00
	4 inch	$229.00	$243.00
	6 inch	$425.00	$452.00
	8 inch	$690.00	$734.00
	10 inch	$930.00	$990.00
	All consumption per thousand gallons	$5.00	$5.40
	Outside of City limits, double above rates for water consumption		
Sewer	Customer Service Charge	$15.00 minimum	$16.00 minimum
	All use per thousand gallons	$2.50	$2.90
Surcharge Rate:	B.O.D. per pound	$0.091	
	T.S.S. per pound	$0.067	
	F.O.G. per pound	$0.091	
Wholesale Water (Contract)	All consumption per thousand gallons	$7.20	$7.80
Environmental	All Accounts per account	$2.96	$3.50
	This fee supports the Stormwater Services and the Solid Waste Environmental Program ~~($1.16~~ $1.50 to Stormwater Services and ~~$1.80~~ $2.00 to Solid Waste)		
Multiple Housing Units	Multiple Housing Units: When more than two living or business units are supplied through one meter, each additional living or business unit will be charged two dollars and ninety cents ($2.90). No credit shall be allowed for vacant or unoccupied units if the utility account remains active.		
Fire Line Sprinkler System	$2.00 per inch in diameter of service connection		
Water Bill	Set up fee $60.00		
Construction Water	Construction Water all use per thousand gallons	$7.40	$8.00
	Outside of City limits, double above rates for water consumption.		
Yard Meter	Yard meters all use per thousand gallons	$7.40	$8.00
	Outside of City limits, double above rates for water consumption.		
Raw Water	Retail raw water per thousand gallons	$0.79	
	Outside of City limits, double above rate for water consumption.		
	Additional rates may apply for Enhanced System ($0.56) and/or Alternate Supplies ($2.96)		
Reuse Water (Type 1 Reclaimed Effluent)	Retail reuse water per thousand gallons	$0.52	
	Outside of City limits, double above rate for water consumption.		
Pro Rata Charge for Water and Sewer Line Connection			
Sewer	Installed prior to June 30, 1981 per frontage foot	$2.25	
	Installed after June 30, 1981 per frontage foot	$4.00	
Water	Installed prior to June 30, 1981 per frontage foot	$3.25	
	Installed after June 30, 1981 per frontage foot	$5.00	
	The basis for determining footage amounts is described in Chapter 32 of the Municipal Code		
Water Bill	Note: A plumbing permit must be issued by Building Inspection prior to payment of the tap fee.		
Tap Fees	New taps:		
	3/4 inch	$500.00	
	1 inch	$550.00	
	1-1/2 inch	$775.00	
	2 inch and larger	Actual cost of installation	
	Replacement tap credit:		
	3/4 inch	$20.00	
	1 inch	$40.00	
	1-1/2 inch	$100.00	
Service Charges	New service	$50.00	
	Transfer service	$50.00	
	Temporary service	$50.00	
	Delinquent on	$50.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Illegal consumption	$100.00	
	Re-read meter	$50.00	
	Return payment charge (per account)	$30.00	
	Meter test	$50.00	
Deposits	Deposits may be required based on payment history and/or credit worthiness		
	Required for a construction meter loaned to account holder (credited upon return)	$250.00	
Meter Tampering / Damage Fee	First offense, within 2-year period	warning, no charge	
	Second offense, within 2-year period	$200.00	
	Third offense, within 2-year period	$400.00	
Water Analysis Fees			
	Total by titration Alk(T)	$12.00	
	Carbonate/bicarbonate by titration Alk (C)	$12.00	
	Nitrogen (NH_3-N) (by ISE)	$14.00	
	Nitrogen (NH_3-N) (Distilled)	$44.00	
	Anion Scan by EPA 300.0A, Includes:		
	Fluoride (F-), Chloride (Cl-), Nitrite (NO_2-N),	$90.00	
	Nitrite (NO_3-N), Bromide (Br-),		
	Ortho-Phosphate (PO_4-P)(O), and Sulfate (SO_4^{2-})		
	E Coli	$30.00	
	Enterococci (Enteros)	$42.00	
	Fecal Coliform (FC)	$18.00	
	Fecal Sludge	$60.00	
	Fecal Strep(FS)	$30.00	
	Heterotropic Plate Count (HPC)	$18.00	
	Legionella pneumophila by Legiolert	$75.00	
	Micro Exam	$90.00	
	Total Coliform (TC)	$20.00	
	Total Coliform/E Coli by SM9223B	$24.00	
	Bromate	$70.00	
	Biochemical Oxygen Demand (BOD)	$32.00	
	Bromide (Br-)	$30.00	
	Carbonaceous Biochemical Oxygen Demand (CBOD)	$32.00	
	Calcium Carbonate Saturation Index (CCPP)	$80.00	
	Caustic (Sodium Hydroxide) %	$18.00	
	Chlorine Demand (demand)	$120.00	
	Chlorate	$55.00	
	Chlorine Residual by Titration (Cl_2)	$18.00	
	by Amperometric Titration (Cl_2)	$18.00	
	Chloride (Cl-) by Titration	$18.00	
	Chloride(Cl-) by Ion Chromatograph	$30.00	
	Chlorite	$55.00	
	Chemical Oxygen Demand (COD)	$35.00	
	Conductivity (Cond)	$12.00	
	True Color	$50.00	
	Cyanide (Total and Amenable) (CN-)	$60.00	
	Dissolved organic carbon (DOC)	$55.00	
	Dissolved Oxygen (DO) by ISE or Winkler	$18.00	
	Fluoride (F-) by ISE	$18.00	
	Free oil and grease - no soils - by EPA 1664 (HEM) (ask about bottle and sample size)	$60.00	$70.00
	pH, Alkalinity (Alk-T), Hardness, Conductivity, Chloride (Cl-), Sulfate (SO42-), Nitrate (NO3-N)	$65.00	
	Hardness by titration	$14.00	
	Hardness by calculation	$65.00	
	Inorganic Disinfection by-products	$100.00	
	Langier Saturation Index (LSI)	$96.00	
	Mercury (Cold Vapor by AAS) EPA 245.1 (Hg)	$60.00	
	Mercury by EPA 245.7	$85.00	
	Metals (Total) Digested (each)	$28.00	
	Five or more (each)	$14.00	
	Dissolved) Soluble (each)	$23.00	
	Five or more (each)	$14.00	
	Metal Scan - Dissolved	$120.00	
	Metal Scan - Total	$130.00	
	Nitrate by SM 4500-NO_3 F	$23.00	
	Nitrite by SM 4500-NO_3 F	$23.00	
	Nitrate and Nitrite by SM 4500-NO_3 F (NAP only)	$32.00	
	Nitrate and Nitrite by SM 4500-NO_3 F (non-NAP)	$40.00	
	NOx by SM 4500-NO3 F	$32.00	
	Nitrate and Nitrite by EPA 300.0 A (NAP only)	$32.00	
	NOx by EPA 300.0 A	$32.00	
	Nitrate by Ion Chromatograph	$30.00	
	Nitrite by Ion Chromatograph	$30.00	
	pH	$12.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Percent Geometric Mean (% Geometric Mean)	No charge	
	No charge when run with TS and FC analysis		
	Phosphorus, Total (P) ((PO_4-P)(T)))	$30.00	
	Ortho-phosphate (PO_4-P(O))	$23.00	
	Phosphorus, Total (P) ((PO4-P)(T))) by SM 4500-P F	$30.00	
	Ortho-phosphate (PO4-P(O)) by SM 4500-P F	$23.00	
	Settleable Solids (SS)	$6.00	
	Sodium Adsorption Ratio (SAR)	$96.00	
	Sulfate (SO_4^{2-})	$25.00	
	Sulfate by Ion Chromatograph	$30.00	
	Sulfide (S^{2-})	$25.00	
	Special sample preparations	$25.00	
	Applies to soils and samples that must be pre-treated before the normal analysis can begin)		
	Specific gravity by Spindle Hydrometer (SPGR)	$15.00	
	Specific ultraviolet absorption (SUVA)	$75.00	
	Thermometer Calibration (3 Calibration Points)	$30.00	
	Total dissolved solids gravimetric - dried (TDS)	$18.00	
	by calculation (TDS)	$12.00	
	Total Kjeldahl Nitrogen (TKN)	$60.00	
	Total Organic Carbon (TOC)	$55.00	
	Total oxidants	$18.00	
	Total petroleum hydrocarbon - no soils (TPH)	$65.00	
	(ask about bottle & sample size)		
	Total solids (TS)	$18.00	
	Total suspended solids (TSS)	$18.00	
	Total Trihalomethanes (TTHMS)	$90.00	
	(THM) formation potential	$150.00	
	Total volatile solids (TVS)	$18.00	
	Total volatile suspended solids (TVSS)	$18.00	
	Turbidity	$12.00	
	UV-absorbing organic constituents (UV-254)	$18.00	
	Water Testing Supplies		
	Phosphate Buffer	$5.00	
	Alkalinity Titrant	$10.00	
	FAS	$10.00	
	DPD	$5.00	
	Glycine for Chlorite 25 mls	$2.00	
	KI for Chlorite (I) 25 mls	$2.00	
	HCl for Chlorite (II) 25 mls	$2.00	
Water Restriction Penalties	Year-Round Water Use Management/Stage 1 Water Alert:		
Water Conservation Plan	First Offense: Minimum	$50.00	
	Second Offense: Minimum	$75.00	
	Subsequent Offenses: Minimum	$250.00	
	Stage 2 Water Warning:		
	First Offense: Minimum	$100.00	
	Second Offense: Minimum	$150.00	
	Subsequent Offenses: Minimum	$500.00	
	Stage 3 Water Emergency:		
	First Offense: Minimum	$250.00	
	Second Offense: Minimum	$500.00	
	Subsequent Offenses: Minimum	$1,000.00	
	Surcharges for non-compliance with water use reduction (Commercial & Industrial):		
	First 5,000 gallons over allowed amount - 1st occurrence	$5.00 per 1,000 gallons	
	First 5,000 gallons over allowed amount - 2nd occurrence	$10.00 per 1,000 gallons	
	Next 5,000 gallons - 1st occurrence	$10.00 per 1,000 gallons	
	Next 5,000 gallons - 2nd occurrence	$20.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 1st occurrence	$20.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 2nd occurrence	$30.00 per 1,000 gallons	
	Reconnect fee if water turned off for above non-compliance	$250.00	
	Reconnect fee for failure to pay the surcharge	$250.00	
	Stage 4 Water Crisis:		
	First Offense: Minimum	$250.00	
	Second Offense: Minimum	$500.00	
	Subsequent Offenses: Minimum	$1,000.00	
	Surcharges for non-compliance with water use reduction (Commercial & Industrial):		
	First 5,000 gallons over allowed amount - 1st occurrence	$10.00 per 1,000 gallons	
	First 5,000 gallons over allowed amount - 2nd occurrence	$20.00 per 1,000 gallons	
	Next 5,000 gallons - 1st occurrence	$20.00 per 1,000 gallons	
	Next 5,000 gallons - 2nd occurrence	$40.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 1st occurrence	$30.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 2nd occurrence	$60.00 per 1,000 gallons	
	Reconnect fee if water turned off for above non-compliance	$500.00	
	Reconnect fee for failure to pay the surcharge	$250.00	
	Year-Round Use and All Stages:		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Failure to pay penalty: which can be applied to water bill	$250.00	
	Reconnect fee for repeated violations of the plan	$500.00	
	Fraudulent misrepresentation of well water use:	$500.00	
	Filing fee for administrative appeal of determination by hearing officer	$10.00	
	Report misuse by calling the Water Office at 676-6000.		
ZONING	Zone change request	$1,500.00	
	Planned Development District	$2,000.00	
	Planned Development District, amendment	$1,000.00	
	Historic Overlay Request	$50.00	
	Site plan	$500.00	
	Minor site plan	$250.00	
	Zoning determination/verification letter	$100.00	
	Voluntary annexation	$600.00	
	Landmarks Commission application	$50.00	
	Appeal to City Council	$250.00	
	Airport zoning development permit	No charge	
	Sidewalk waiver or deviation (site plan)	$250.00	
	Misc. Zoning-related application	$100.00	
ZOO	Admission:		
	Adults (ages 13 - 59)	$10.00	
	Seniors (age 60+)	$9.00	
	Military	$9.00	
	Children (ages 3 - 12)	$7.00	
	Children under 3	Free	
	Group Rates: (groups of 10 or more)		
	Children (ages 3 - 12)	$6.50	
	Adults (ages 13 - 59)	$8.00	
	Seniors (ages 60+)	$7.50	

Ordinance & Public Hearing – Final Vote on Proposed 2023-24 Fee Schedule

CITY OF ABILENE TEXAS

Ordinance & Public Hearing – Final Vote on Proposed 2023-24 Fee Schedule

- As part of the budget workshop on July 24, 2023, City Council approved on first reading the Proposed 2023-24 Fee Schedule.
- Since the first reading Staff have added a “Recyclable hauling permit fee per vehicle or trailer” of $50 under Public Works.
- Final vote on the Proposed 2023-24 Fee Schedule

CITY OF ABILENE TEXAS

Ordinance & Public Hearing – Final Vote on Proposed 2023-24 Fee Schedule

Questions?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

TO: **Honorable Mayor and City Council Members**

FROM: **Stanley Smith, City Attorney**

SUBJECT: **26. The City Council of the City of Abilene reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by the noted Texas Government Code Sections:**

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

1. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
2. City of Abilene v. 3118 South 22nd Street, Abilene, Texas, et al.; Cause No. 11968-D, In the 350th Judicial District Court, Taylor County, Texas; filed October 11, 2019
3. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-004598, In the 53rd Judicial District Court, Travis County, Texas; filed September 1, 2020
4. Sharra Sampson v. City of Abilene; Cause No. 8144-B, In the 104th Judicial District Court, Taylor County, Texas; filed September 14, 2020
5. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-007028, In the 459th Judicial District Court, Travis County, Texas; filed November 18, 2020
6. Alton H. Smith, Jr. and Alicia Malorie Smith v. City of Abilene, Texas; Cause No. 51055-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 11, 2021
7. Steve Van Horne, et al. v. City of Abilene, et al.; Cause No. 12530-D, In the 350th Judicial District Court, Taylor County, Texas; filed September 7, 2021
8. The City of Abilene, Texas v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-21-006299, In the 250th Judicial District Court, Travis County, Texas; filed October 20, 2021
9. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
10. The Woodlands Pride, Inc., et al. v. Angela Colmenero, Interim Attorney General of Texas, et al., Case No. 4:23-cv-02847, In the United States District Court, Southern District of Texas, Houston Division, filed August 2, 2023
11. Possum Kingdom Discharge Permit

12. Eminent Domain - North First Street Sidewalks

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None

City Council
Agenda Memo

City Council Meeting Date: 8/10/2023

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

FROM: **Robert Hanna, City Manager**

SUBJECT: **27. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Enter Into an Option Agreement with Garfield Clean Energy, LLC for the Option to Lease Real Property for the Purpose of Constructing a Solar Plant *(Robert Hanna)***

GENERAL INFORMATION

The item before Council today will authorize the City Manager to enter into an option agreement with Garfield Clean Energy, LLC to evaluate the development, installation, construction, and operation of a solar energy project on Hamby tracts A and B.

We know Garfield as they were the City's development partners for the Doubletree Hotel by Hilton. Unlike the hotel development, this particular opportunity does not require public ownership. If a solar plant was built as part of this option agreement, it would be done through a lease, the terms and conditions of which are also made part of the option agreement as Exhibit B.

Under the terms of the option agreement, Garfield Clean Energy LLC would pay the City of Abilene $5,000 for a three-year initial option to lease a minimum of six hundred (600) acres which is comprised of all of Hamby B tract and a portion of Hamby A tract. Garfield may extend the option for an additional twelve (12) months for $25,000 with written notice provided on or before the thirty-fifth month of the initial option term. Garfield may extend the option term for a second and final twelve (12) month extension for an additional $50,000 with written notice provided on or before the eleventh month of the first extension of the option term. This creates a total option term of five years if all extensions are granted. During this initial option period and any subsequent option term extensions, Garfield will endeavor to develop, construct and operate a solar energy project. There is a significant amount of work and investment on the part of Garfield Clean Energy in order to get to a point where an exercise of the option agreement and an activation of the ground lease will take place. This work and subsequent expense is reflected in a more favorable initial three-year term under the option agreement.

In the event they can assemble the development team, operator and secure private sector funding for the solar energy project, they will exercise the option agreement and transition to the lease agreement. The lease agreement contemplates two revenue opportunities for the City. The first revenue stream is the base rent, which is paid annually in the amount of $600 per acre. The base rent is paid from the day the option lease is exercised and the ground lease agreement becomes effective through the end of the term. In addition to the base rent, once energy is produced in commercial quantities and delivered to market, the City receives a royalty payment of $1.00 per Megawatt hour produced. By way of example, the solar plant is a 100 Megawatt facility occupying approximately 600 acres and producing 275,000 MWh a year. In this scenario, the total rent paid would equal $360,000 in base rent plus the total royalty of $275,000, for a total annual rental payment of $635,000.

At present, the revenue derived by the City from the current agricultural lease is $20,649.60. During the option period, the current agricultural lease may remain in place. In the event the option is exercised, the lease will need to be terminated under the reclamation of land clause and pro-rate reimbursement of the annual lease payment, and compensation for crop seed and fuel costs will be required under the terms of the agricultural lease. If termination is provided before planting of crops, crop seeds and fuel costs will be minimal.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval as submitted.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2023 Resolution Solar Plant Garfield
2. 230719 OPTION AGREEMENT - Abilene Solar - final draft (1)
3. EXHIBIT A- Hamby A and B tracts ag lease
4. Hamby B Tract Ag Lease Termination Letter
5. Hamby A and B Tracts ag lease, executed, 2013