



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 October 26, 2023, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Councilmember Blaise Regan

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Proclamations:**

- Chiropractic Awareness Month

3. **Presentations:**

- DCOA Economic Development Corporation of the Year Award

CONSENT AGENDA AND PUBLIC COMMENTS

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

After the Council Members have requested any item on the consent Agenda be considered separately, the

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

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

4. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on October 12, 2023 **(Shawna Atkinson)**
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Accepting KittyCorn/Unicorn Sculpture as part of the Storybook Series **(Lesli Andrews)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Awarding a Contract to Routeware, Inc. for Solid Waste Route Balancing and Solid Waste Route Automation **(Max Johnson)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving an Agreement with VGI Technology for the Real Time Information Center **(Doug Wrenn)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to enter into a contract with Kreative Core Tech for technical custom development of interfaces for the utility billing phase of the City's Tyler Munis Enterprise Resource Planning (ERP) Implementation **(Michael Rice)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Appointment of an Assistant Municipal Court Judge **(Chace Craig)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Appointing Dr. Gregory Tuegel as the Health Authority/Medical Director for the Abilene-Taylor County Public Health District **(Annette Lerma)**
11. **Ordinance (First Reading) Z-2023-30:** Receive a Report, Hold a Discussion and Take Action on a request from the City of Abilene, represented by Jacob & Martin, to change the zoning of approximately 225.93 acres from Agricultural Open to Planned Development District 184, to allow base zoning districts of General Commercial along SE 11th Street and Loop 322 and Agricultural Open, for the Abilene Zoo. Located at 2070 Zoo Lane and 1042 Loop 322. **(Tim Littlejohn)**
12. **Ordinance (First Reading) Z-2023-32:** Receive a Report, Hold a Discussion and Take Action on a request from Weatherbee Construction Inc, represented by Civetta Solutions LLC, to amend the terms and conditions and concept plan of Planned Development District 104. Specifically, to allow Self-storage and General Commercial uses in Tract 2 and to remove Exhibit C to expand the scope of the permitted uses in Tract 1. Located on the west side of Oldham Lane from S. 27th to Loop 322. **(Tim Littlejohn)**
13. **Ordinance (First Reading) Z-2023-34:** Receive a Report, Hold a Discussion and Take Action on a request from Aaron & Andrea Robison, represented by Jacob & Martin, to change the zoning of approximately 3.21 acres from General Commercial to General Retail. Located at 5308 HWY 277 S. **(Tim Littlejohn)**

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

14. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Award a Contract to LJA Engineering, Inc. for the Lake Fort Phantom Recreational Development and Parks Master Plan RFP#CB-2317 **(Lesli Andrews)**
15. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on

Approving a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for Cedar Ridge Water Right Support (**Rodney Taylor**)

16. **Discussion:** Receive a Report, Hold a Discussion, and Public Hearing on the requirements of Sign Ordinance Section 4.2.8.9 (f) (1) Off-site Advertising (**Tim Littlejohn**)

EXECUTIVE SESSION

17. **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. City of Abilene, Texas v. 3W Brands, LLC; Cause No. 7820, In the County Court at Law #2, Taylor County, Texas; filed August 11, 2023
12. Eminent Domain - 212 ES 11th Street
13. PFAS Litigation against 3M & Dupont

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Abilene Youth Sports Authority (AYSA) Flat Fields

RECONVENE

REGULAR AGENDA

18. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving DCOA Project Morello **(Misty Mayo)**

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 20th day of October, 2023, at 2:45 p.m.

Kaitlin Richardson, TRMC, CMC
Deputy City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 10/26/2023

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on October 12, 2023
(*Shawna Atkinson*)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on October 12, 2023

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 10-12-2023 Minutes - Regular - Morning

CITY COUNCIL MEETING
October 12, 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 October 12, 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 Brian Yates, Kyle McAlister, and Travis Craver. Councilmember Blaise Regan was absent. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Mayor Weldon Hurt delivered the invocation.

Evelyn Morales, 4th grader, and Madilyn Morales, Kindergartener, both from Wylie East Elementary, led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS, ANNOUNCEMENTS

- Service Awards:
 - Margarita Ramirez – Municipal Court – 30 Years
 - Monica Morales – Public Health – 20 Years
- Proclamations:
 - Disabilities Awareness Month – accepted by the Citizens Advisory Board for People with Disabilities
 - Physical Therapy Month – accepted by Dr. Marsha Rutland and HSU students
 - Fire Prevention Month – accepted by Jeremy Williams

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 4-23. Item 19 was pulled from consideration prior to the meeting. Items 10, 15, 22 & 23 were pulled for individual consideration.

Item pulled for individual consideration:

- Item 10: Councilmember Yates
- Item 15 & 23: Councilmember Price
- Item 22: Mayor Hurt

Item pulled from consideration:

- Item 19

PUBLIC COMMENTS

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

- Wes Roberts
- Michael David Johnson
- Eddie Pugh
- Connie Howard
- Tammy Fogle
- Charles Michael

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

CONSENT AGENDA

Mayor Pro-tem Price moved to approve the consent agenda consisting of items 4-9, 11-14, 16-18 & 20-21. Councilmember Yates seconded the motion. Motion carried.

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

Deputy Mayor Pro-tem Beard had a conflict of interest on items 8 & 9 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 votes for items 8 & 9 alone were:

AYES (5): Mayor Hurt, Mayor Pro-tem Price, and Councilmembers Yates, McAlister and Craver
 NAYS (0): None
 ABSTAIN (1): Deputy Mayor Pro-tem Beard
 ABSENT (1): Councilmember Regan

4. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Special Called Meeting Held on September 26, 2023, and the Regular Meeting Held on September 28, 2023
5. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 172-2023]

Board	Term End Date
<i>Firemen's Relief & Retirement Fund Board</i>	
Brian Yates [New]	N/A

6. Resolution: Receive a Report, Hold a Discussion and Take Action on Casting a Vote to Nominate a Member to the Jones County Appraisal District Board of Directors
[ASSIGNED RESOLUTION NO. 173-2023]
7. Resolution: Receive a Report, Hold A Discussion, and Take Action to Approve a Software Services Agreement with Dailey-Wells
[ASSIGNED RESOLUTION NO. 174-2023]
8. Resolution: Receive a Report, Hold a Discussion, and Take Action to Accept a Grant from TXDOT for Design and Construction of an Aircraft Ramp at Abilene Regional Airport
[ASSIGNED RESOLUTION NO. 175-2023]
9. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve a Task Order with Garver for Design and Construction Management of an Aircraft Ramp at Abilene Regional Airport
[ASSIGNED RESOLUTION NO. 176-2023]
11. Resolution: Receive a Report, Hold a Discussion, and Take Action Approving a Professional Services Contract with Kimley Horn and Associates for Engineering Services for Memorial Dr. and Antilley Rd. Traffic Signal Design and Traffic Signal Coordination
[ASSIGNED RESOLUTION NO. 178-2023]

12. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid #CB-2362 S. 14th St. Pedestrian Improvements (Pioneer Dr. to Barrow St.) CSJ# 0908-33-107 to Bontke Brothers Construction Co., Inc.
[ASSIGNED RESOLUTION NO. 179-2023]
13. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid #CB-2403 Street Resurfacing Project Work Zone S13 to J.H. Strain & Sons, Inc.
[ASSIGNED RESOLUTION NO. 180-2023]
14. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding Bid #CB-2402 Wynrush and Rio Mesa Alley Resurfacing to Raydon, Inc.
[ASSIGNED RESOLUTION NO. 181-2023]
16. Resolution: Receive a Report, Hold a Discussion and Take Action on Awarding the Bid to Adventures Outback, L.P. for the Possum Kingdom Drought Response Improvements RO Concentrate Pipeline Phase II Project
[ASSIGNED RESOLUTION NO. 183-2023]
17. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Jacob & Martin, LLC for the design of the Fort Phantom Hill Reservoir-Water Line Loop
[ASSIGNED RESOLUTION NO. 184-2023]
18. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Northeast Water Treatment Plant Improvements-Preliminary Design
[ASSIGNED RESOLUTION NO. 185-2023]
20. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve the Purchase of Rifle Bullet Resistant Armor from GT Distributors, Inc
[ASSIGNED RESOLUTION NO. 187-2023]
21. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to execute Change Order No. 3 to the contract with Bontke Brothers Constructions, Inc for the Cedar Creek Trail Development Project
[ASSIGNED RESOLUTION NO. 188-2023]

ITEMS PULLED FROM CONSIDERATION

19. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving an Agreement with VGI Technology for the Real Time Information Center
[NOT CONSIDERED]

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

10. Resolution: Receive a Report, Hold a Discussion, and Take Action to Award a Contract Extension with Remix for Route Planning Software for CityLink.
[ASSIGNED RESOLUTION NO. 177-2023]

Having pulled the item, Councilmember Yates stated that committing to a three-year contract might bind us into something we wish we weren't contractually obligated to be in later on. He would like to consider a shorter term with the options for more additional one-year terms.

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

Councilmember Yates moved to approve the contract with three one-year terms. Mayor Pro-tem Price seconded the motion; motion carried.

AYES (6): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Yates, McAlister and Craver

NAYS (0): None

ABSENT (1): Councilmember Regan

15. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve an Extended Term Street Use License with NPH Ventures, LLC (end of 3605 Post Oak Road)
[ASSIGNED RESOLUTION NO. 182-2023]

Having pulled the item, Mayor Pro-tem Price wanted to look at the site plan, as he was concerned about a sign he saw stating there is a gas line there. Travis McClure, Land Agent, stated that staff is aware of the gas line, and it should not be an issue.

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

NAYS (0): None

ABSENT (1): Councilmember Regan

22. Resolution: Receive a Report, Hold a Discussion and Take Action on Accepting the Train Sculpture as part of the City of Abilene Sculpture Collection
[ASSIGNED RESOLUTION NO. 189-2023]

Having pulled the item, Mayor Hurt wanted to commend Donna Albus on all her hard work with this project.

Mayor Hurt opened the public hearing. The following spoke in favor of the item:

- Donna Albus

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

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

AYES (6): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Yates, McAlister and Craver

NAYS (0): None

ABSENT (1): Councilmember Regan

23. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Rebuild ABI Economic Development Program
[ASSIGNED RESOLUTION NO. 190-2023]

Having pulled the item, Mayor Pro-tem Price wanted to ensure we were vocal on announcing the parameters for this program.

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. Councilmember McAlister seconded the motion; motion carried.

AYES (6): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers Yates, McAlister and Craver

NAYS (0): None

ABSENT (1): Councilmember Regan

REGULAR AGENDA

24. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Permit to Drill and/or Operate an Oil and/or Gas Well
[ASSIGNED RESOLUTION NO. 191-2023]

Max Johnson, Director of Public Works, presented the item. Adoption of the item would approve the application from Sojourner Drilling Corporation to drill “East Vogel Unit #1” well on property owned by Schkade Bros. Operating Company, located at 2482 Burger Street.

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. Councilmember Craver seconded the motion; motion carried.

AYES (5): Mayor Hurt, Mayor Pro-tem Price, Deputy Mayor Pro-tem Beard, and Councilmembers McAlister and Craver

NAYS (1): Councilmember Yates

ABSENT (1): Councilmember Regan

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:35 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:

25. A. 551.071 (Consultation with Attorney)

1. Richard Scheriger, et al. v. City of Abilene, Cause No. CV33253
2. The Woodlands Pride, Inc. et al v. Angela Colmenero, Interim AG of Texas
3. Eminent Domain – 212 ES 11th Street
4. Rise Church

25. F. 551.74 (Personnel Matters)

1. City Manager

The Executive Session ended at 10:42 a.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

ADJOURNMENT

There being no further business, the meeting adjourned at 10:42 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 10/26/2023

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action on Accepting KittyCorn/Unicorn Sculpture as part of the Storybook Series (Lesli Andrews)

GENERAL INFORMATION

The Abilene Cultural Affairs Council would like to commission KittyCorn/Unicorn sculpture. If approved, the sculpture will become a permanent addition to Abilene's Outdoor Sculpture Storybook Collection.

Each year, Cultural Affairs works to add one or more sculptures in conjunction with the Children's Art and Literacy Festival. Past sculptures approved by Council include:

- 1996 - Santa Calls, Everman Park
- 2000 - Dinosaur Bob, 133 Cedar St.
- 2012 - Cat in the Hat, Everman Park
- 2013 - The Lorax, Yertle the Turtle, The Grinch, Green Eggs and Ham, and Horton Hears a Who, Everman Park; Seymour, 174 Cypress St.
- 2014 - Sandman, 174 Cypress St.; Jack Frost, Main Library; Man in the Moon, T&P Depot; Easter Bunny, Corner of Cedar and North 1st St.; Santa Claus, National Center for Children's Illustrated Literature; The Tooth Fairy, Minter Park
- 2015 - Duck on Bike, 1201 N 1st St.
- 2016 - Good Night Dinosaur, Adamson Spalding Storybook Garden
- 2017 - Stuart Little, Charlotte and Wilbur (Charlotte's Web), Goldilocks and The Three Bears, Three Little Pigs and The Wolf, and Three Kittens and The Mama Kitten, Adamson Spalding Storybook Garden
- 2018 - Marcel and the Moose and his friend Wilfred, Adamson Spalding Storybook Garden
- 2019 - Mr. Tiger, Adamson Spalding Storybook Garden
- 2021 - Otis and the Calf, Adamson Spalding Storybook Garden
- 2022 - Winnie, Adamson Spalding Storybook Garden
- 2023 - Evan the Fox, Adamson Spalding Storybook Garden

SPECIAL CONSIDERATIONS

Abilene Cultural Affairs Council is proposing the sculpture be located in the Adamson Spalding Storybook Garden on the lawn of the Abilene Convention Center and that it be unveiled on the first evening of the Children's Art and Literacy Festival on Thursday, June 13, 2024.

FUNDING/FISCAL IMPACT

The City of Abilene will have approximately 10 hours of labor by Parks staff to install the sculpture and ongoing maintenance in the future.
The sculpture is funded by the Abilene Cultural Affairs Council.

STAFF RECOMMENDATION

Staff recommends approval of the acceptance of the donated sculpture.

BOARD OR COMMISSION RECOMMENDATION

The sculpture was approved by the Visual Arts Jury at the October 12, 2023 board meeting.

ATTACHMENTS:

1. Resolution_2023_sculpture
2. 1870217105559400100
3. 224340336051995038
4. Untitled_Artwork
5. Presentation_ Acceptance of KittyCorn Sculpture for Public Display

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPROVING ACCEPTANCE OF THE DONATED SCULPTURE FOR PLACEMENT IN THE ADAMSON SPALDING STORYBOOK GARDEN ON THE LAWN OF THE ABILENE CONVENTION CENTER.

WHEREAS, the Abilene Cultural Affairs Council (ACAC) has commissioned KittyCorn/Unicorn; and

WHEREAS, ACAC works to add one or more sculptures in conjunction with the Children's Art and Literacy Festival; and

WHEREAS, the Visual Arts Jury approved the KittyCorn/Unicorn sculpture at their October 12, 2023 meeting.

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

Part 1: That the City Council approves acceptance of the donated sculpture for placement in the Adamson Spalding Storybook Garden on the lawn of the Abilene Convention Center.

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

ADOPTED this 26th day of October, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney







Resolution: Acceptance of Sculptures for Public Display

October 26, 2023



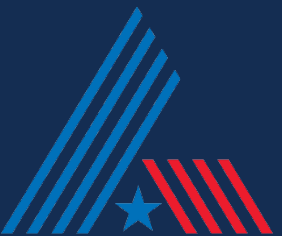
Request to Accept Sculpture for Public Display

Sculpture by: Steve Neeves

Size: 6'(H) X 5'(L)

Material: Bronze

Location: Adamson-Spalding
Storybook Garden





**City Council
Agenda Memo**

City Council Meeting Date: 10/26/2023

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 a Contract to Routeware, Inc. for Solid Waste Route Balancing and Solid Waste Route Automation (Max Johnson)

GENERAL INFORMATION

The City of Abilene advertised a Request for Proposal (RFP) for Solid Waste Route Analysis and Solid Waste Route Balancing on Aug. 6th and Aug. 13th to respond to the growing responsibilities of efficiently collecting solid waste within the ever expanding city limits of Abilene, Texas. In response to the RFP, four proposals were received. The staff reviewed and evaluated all RFPs. Routeware was determined to provide the best proposal. Staff contacted and negotiated with Routeware for the Route Balancing task, and further discussed the advantages of providing Solid Waste Route Automation on an ongoing basis. The negotiations with Routeware were successful in determining the addition of Route Automation for Residential and Roll-off routes would be beneficial and would assist with ongoing Solid Waste Route operations.

The Final proposal from Routeware incorporates the analysis and balancing of all Solid Waste Routes, and also includes the Automation of the Residential and Roll-off Solid Waste Routes.

SPECIAL CONSIDERATIONS

The Route Automation system includes in cab Tablets which provide turn by turn directions for the assigned route, and includes the ability to document the collection and non-collection for each customer. When a container is not serviced, the system allows for picture documentation of the conditions and circumstances for the non-collection for Residential customers. Video documentation for Roll-off service is currently available using the existing Samsara system located on each Roll-off truck.

Route Automation will greatly assist the training of Solid Waste Operators and will provide the Solid Waste management team with tools to continually improve the efficient operations of collecting Solid Waste.

FUNDING/FISCAL IMPACT

The Total not to exceed cost of this work is \$249,046.04. The funding for this work has been budgeted in the 2023-2024 Solid Waste operating budget. The Total Cost includes Hardware-\$14,140, Services-\$129,735.00, Monthly Support Fees-\$7,255.92/month (\$87,071.04 annually), and Travel Expenses and Freight-\$18,100.

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. RESOLUTION Agreement with Routeware Inc 10-26-2023
2. Master Service Agreement
3. RFP Evaluation Sheets
4. Presentation Contract with Routeware Inc

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH
ROUTEWARE, INC.**

WHEREAS, the City has determined that the existing Solid Waste Routes should be evaluated and the Routes should be balanced to improve operational efficiency; and

WHEREAS, the City has advertised a Request for Proposal for Solid Waste Route Analysis and Solid Waste Route Balancing on August 6th and August 13th, 2023; and

WHEREAS, Four Proposals were received in response to the August 6th and August 13th advertisements; and

WHEREAS, the City of Abilene evaluated all proposals and determined that Routeware, Inc. provided the best proposal; and

WHEREAS, the City of Abilene negotiated with Routeware to secure the best value proposal for the Route Analysis, Route Balancing, and Route Automation that will result in improved Driver Training, Route Balancing, and Improved Solid Waste Service Operations.

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

Part 1: The City Manager is authorized to execute an Agreement with Routeware, Inc. in the not to exceed amount of \$249,046.04.

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

ADOPTED this 26th day of October, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



MASTER SERVICE AGREEMENT

This contract, dated the __ day of _____, 2023, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Routeware, Inc. (“Vendor”).

The City is engaged in Solid Waste Route Analysis, Solid Waste Route Balancing, and Solid Waste Route Optimization, and desires to engage the services of Vendor, as an independent contractor and not as an employee, to assist in the project and to render his or her services on the terms and conditions provided in this Contract.

The Vendor provides fleet automation software and systems for waste haulers and municipalities and is properly licensed or certified to practice in the State of Texas. Vendor desires to render Vendor services as further described in Attachment A to the City on the terms and conditions provided in this Contract.

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

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

I. GRANT, RESTRICTIONS ON USE AND TERM

Subject to the provisions of the Agreement (including any geographical or location restrictions set forth in a Purchase Order), subject to the City’s payment of the fees described in Attachment B, Vendor grants a limited, personal, non- transferrable, non- sublicensable, non- exclusive license during the Term to the City to use the services subject to the terms and conditions of this Agreement.

The City agrees not to (and to not enable any third party to):

- (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the services (except to the extent required by law or as necessary for interoperability purposes as required under terms and conditions required by the providers of third- party products);
- (b) distribute, transfer, grant sublicenses to, or otherwise make available the services or documentation to third parties, including making the services or documentation available

- (i) through resellers or other distributors, or
- (ii) as an application service provider, service bureau, or rental source;
- (c) embed or incorporate in any manner all or part of the services into other applications of the City or third parties other than as authorized in applicable documentation;
- (d) create modifications to or derivative works of the services;
- (e) reproduce the services;
- (f) attempt to modify, alter, or circumvent any license control and protection mechanisms within the services;
- (g) use or transmit the services in violation of any applicable law, rule or regulation, including any export/import laws;
- (h) if the Order sets forth a Designated Computer System, use the services on a computer system other than a Designated Computer System; remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the services;
- (i) create any services that competes with the services or provides substantially the same functions as the services; or
- (j) use the services in a country other than as indicated in the Order. All services is a “commercial item,” as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is “commercial computer services” and “commercial computer services documentation,” as such terms are used in 48 C.F.R.12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202- 1 through 227.7202- 4 (JUNE 1995), Services is provided to U.S. Government End Users
 - (i) only as a commercial end item and
 - (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

Other than as stated in this Agreement, Vendor grants the City no other right, title or interest in any services.

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Vendor must provide all services as described in Attachment A, which is incorporated by reference for all purposes. Vendor

II. PAYMENT

For the services to be rendered under this Contract, the Vendor will be entitled to a fee as described in Attachment B, which is incorporated by reference for all purposes. Beginning on the first full calendar year commencing after the Effective Date or on the one- year anniversary of the Effective Date, Company may, upon thirty (30) calendar days’ prior notice to Customer, prospectively increase any Fees.

III. ASSIGNMENT

Neither party will have any right or ability to assign (including any assignment by operation of law), transfer or sublicense any obligations or benefit hereunder without the written consent of the other, which consent will not be unreasonably withheld or delayed; provided that consent is hereby expressly granted for an assignment to a successor-in-interest in the event of a merger, acquisition or sale of all or substantially all of a party's assets. This Agreement will be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

IV. STATUS OF VENDOR

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

V. AMENDMENT OR MODIFICATION

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

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

Title to the Vendor's material (excluding any City content incorporated therein) shall at all times remain with the Vendor or its third- party licensors as applicable. The City acknowledges that the services and the materials are proprietary to the Vendor and that all rights thereto are owned by the Vendor or its third- party licensors as applicable. The City further acknowledges that the materials contain trade secrets of Vendor and that the materials are protected by U.S., Canadian and international copyright and other Intellectual Property Laws and treaties.

VII. NONDISCLOSURE

Subject to the Texas Public Information Act, each party shall maintain in strict confidence and not disclose to any third party any Confidential Information of the other party, except as necessary for the performance of this Agreement and as otherwise agreed to by the parties. The party disclosing "Confidential Information" is referred to in this Agreement as the "Disclosing Party" and the party receiving such "Confidential Information" is referred to as the "Receiving Party." "Confidential Information" means all non-public information (whether written, in a printed document, computer disk or tape or retained as mental impressions) concerning research and development; annual and long-range business plans; marketing plans and methods; product specifications, solution, business processes, or other third-party data and information, contracts and bids; personnel, and this Agreement, including its terms and conditions.

Confidential Information does not include: (i) information that is within the knowledge of the public generally through no fault of the Receiving Party; (ii) information that the Receiving Party can show was previously known to it as a matter of record at the time of receipt; (iii) information that the Receiving Party may subsequently obtain lawfully from a third party who has lawfully obtained the information free of any confidentiality obligations; or (iv) information that the Receiving Party may subsequently develop as a matter of record, independently of disclosure by the Disclosing Party.

During the term of this Agreement, and for as long thereafter as applicable state law allows, the parties agree to maintain in strict confidence, and agree not to use or disclose except as authorized in writing by the Disclosing Party, trade secrets as defined by applicable state law.

Notwithstanding the foregoing restrictions, the Receiving Party may disclose Confidential Information or trade secrets to the extent required by an order of any court or other governmental authority, but only after the Receiving Party has notified the Disclosing Party and the Disclosing Party has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

“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.

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

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

“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 and Limitation of Liability

Vendor, at its sole expense, agrees to defend and indemnify the City against any third party claim that the City’s use of the services as delivered by Vendor to the City and used in accordance with this Agreement and the documentation, directly infringes a third party copyright, patent issued by the U.S. Patent and Trademark Office, or misappropriates a trade secret, provided that: (i) the City notifies Vendor in writing within thirty (30) days of the claim; (ii) Vendor has sole control of the defense and all related settlement negotiations, as long as such settlement shall not include a financial obligation on the City; and (iii) the City provides Vendor with the information, assistance and authority to enable Vendor to perform Vendor’s obligations under this Section. In any action based on claim of infringement, Vendor may, at its option and own expense and as its entire obligation to the City with respect to such claims, either: (1) procure the right for the City to continue using the services in accordance with the provisions of this Agreement; (2) make such alterations, modifications or adjustments to the services so that the infringing services becomes non-infringing without incurring a material diminution in performance or function; (3) replace the services with a non-infringing substantially similar substitute; or (4) if neither (1), (2), nor (3) can be achieved after the exercise of commercially reasonable efforts, either Party may terminate the Agreement for the affected services and Vendor shall issue a refund to the City for any prepaid but unused subscription fees. Vendor shall have no liability or obligations for an infringement claim pursuant to this Section to the extent that it results from: (a) modifications to the services made by a party other than Vendor, if the claim would not have occurred but for such modifications; (b) the combination, operation or use of the services with non-Vendor equipment, devices, services or data, unless the claim would not have occurred but for the use of the services in the combination, operation or use; (c) the use of an unsupported version of the services; (d) use of the services outside the scope of this Agreement or the documentation; (e) Vendor’s use of any designs, plans, instructions, specifications, diagrams or the like, provided by the City; or (f) the City’s failure to use all applicable enhancements and upgrades to the services made available to the City by Vendor, if the claim would not have occurred but for such failure. Nothing in this provision shall be construed as a limitation on the City’s ability to retain legal counsel at its own expense to monitor the proceedings.

To the fullest extent allowed by law, the City, at its sole expense, agrees to defend and indemnify Vendor against any third-party claim that the data provided by the City to Vendor, directly infringes a third-party copyright, patent issued by the U.S. Patent and Trademark Office, or misappropriates a trade secret.

Mutual Indemnification.

To the fullest extent allowed by law, each Party (the “Indemnitor”) shall indemnify and hold harmless, and, at the respective option of the other Party and its Affiliates, officers, directors, employees, contractors, agents, successors and assigns (the “Indemnitees”), defend Indemnitees from any Claims incurred directly or indirectly by the Indemnitees arising out of or relating to: (i) any and all third party Claims related to any negligent acts, fraud, or intentional misconduct of the Indemnitor or its Affiliates or agents, and/or (iii) any personal injury (including death) or damage to property resulting from the Indemnitor’s or its Affiliates’ or agents’ acts or omissions.

Procedure

Indemnitee shall within seven (7) business days after Indemnitee’s receipt of the same notify Indemnitor in writing of every indemnifiable lawsuit, claim and/or proceeding, and every threat, notice or notice of intent related thereto. Indemnitee shall give Indemnitor the opportunity to defend or negotiate a settlement of any such claim at its expense, except that the Indemnitor will not, without Indemnitee’s express prior written consent, enter into any settlement that imposes any obligation upon Indemnitee or that does not unconditionally release Indemnitee. Indemnitee shall cooperate fully with the Indemnitor in defending, litigating and settling such claim at Indemnitor’s expense. Each party reserves the right, at its own expense to participate in the defense of any claim subject to indemnification hereunder.

IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT FOR BREACHES OF CONFIDENTIALITY AND INDEMNITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE AMOUNTS PAID

AND AMOUNTS ACCRUED BUT NOT YET PAID TO VENDOR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

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

Vendor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Vendor'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 Vendor or Vendor's employees.

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

1. erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. remodeling, extending, repairing, or demolishing a structure; or
3. otherwise improving real property or an appurtenance to real property through similar activities.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
___1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
___2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
___3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)

X 4. Vendor Liability

\$500,000 combined single limit
(per occurrence)

 5. See Addendum for Special
Coverages and/or revisions

 6. No Insurance Required

X. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XI. TERMINATION

Either Party may terminate this Agreement: (i) in the event of a material breach of this Agreement by the other Party that is not remedied for a period of thirty (30) days after receipt of written notice by such Party.

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

XII. PROJECT REPRESENTATION

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

XIII. NOTICE

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

City – ATTN:
Max Johnson
Director of Public Works
City of Abilene
555 Walnut
Abilene, TX 79601

Vendor – ATTN:
Lanae Bulkley
Controller
Routeware, Inc.
16525 SW 72nd Ave.
Portland, OR 97224

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XV. NO INDEBTEDNESS

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

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

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

XVI. EQUAL EMPLOYMENT OPPORTUNITY

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

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIX. SALES TAX

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

XX. LEGAL CONSTRUCTION

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

XXI. 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.

XXII. SECTIONS AND OTHER HEADINGS

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

XXIII. COUNTERPARTS

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

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

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

CITY OF ABILENE

By: Robert Hanna

Title: City Manager

**VENDOR
ROUTEWARE, INC.**

By: Lanae Bulkley

Title: Controller

Address: 16525 SW 72nd Ave.
Portland, OR 97224

Phone Number: 503.906.8500 / 877.906.8550

Federal Tax ID#: 931314649

ATTEST:

City Secretary

ATTEST: (if corporation)

DocuSigned by:
Lanae Bulkley

Corporation's Secretary

APPROVED:

By: _____
City Attorney

Corporate Seal (if available)

DS
AR

ATTACHMENT A**Scope of Services**

See Attached Scope of Services which is incorporated herein as if copied at length. If there are any terms and conditions in the Technical Services Proposal which conflict with the terms and conditions of this Contract, the terms and conditions of this Contract control.

**Routeware Global**

16525 SW 72nd Ave
Portland, Oregon 97224
United States

Phone: (503) 908-8500
Fax: (503) 908-8544
Email: info@routeware.com

Ship To
Michael Rice
City of Abilene - TX
555 Walnut St
Abilene, Texas 79604-0060
United States
(325) 676-6386
michael.rice@abilenetx.gov

Bill To
City of Abilene - TX
555 Walnut St
Abilene, Texas 79604-0060
United States

Order Form

Order #: Q-05987-1
Term: 36 Months
Date: 10/3/2023
Expires On: 11/2/2023

SALESPERSON	PHONE	EMAIL	PAYMENT TERMS
Cable Hogue	(479) 658-1635	chogue@routeware.com	Net 30

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All information and data submitted to City of Abilene - TX is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Routeware Global. The recipient of this document agrees to inform present and future employees of City of Abilene - TX who view or have access to its content of its confidential nature. The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such information is generally known to, and is available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Routeware Global's express written consent.

Routeware Global retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing materials, and multi-media.

BY ACCEPTANCE OF THIS DOCUMENT THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT

Hardware

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Heavy Duty Tablet 10" Android TA4PRO with Full Install Kit - Price included in monthly service fee	Each	26.00	USD 0.00	USD 0.00
Camera Controller (Camera Not Included)	Each	19.00	USD 475.00	USD 9,025.00
Standard HD Camera for Camera Controller with Cable	Each	19.00	USD 90.00	USD 1,710.00
Monitor for Camera Controller	Each	2.00	USD 40.00	USD 80.00
Camera Power Kit	Each	19.00	USD 38.00	USD 722.00
Actuator Kit for HD Android and Windows	Each	19.00	USD 137.00	USD 2,603.00
			Hardware TOTAL:	USD 14,140.00

Services

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Camera System Installation	Each	19.00	USD 380.00	USD 7,220.00
Actuator Signal Installation	Each	19.00	USD 190.00	USD 3,610.00
Routeware Professional Services	Per Hour	135.00	USD 175.00	USD 23,625.00
Vehicle Installation	Each	26.00	USD 380.00	USD 9,880.00
EasyRoute Professional Services (per hour)	Per Hour	488.00	USD 175.00	USD 85,400.00
			Services TOTAL:	USD 129,735.00

Support Fees

PRODUCT	UNIT	QTY	UNIT PRICE	EXTENDED
Monthly Service Fee	Per Month	26.00	USD 189.00	USD 4,914.00
Picture Service Fee	Per Month	19.00	USD 45.00	USD 855.00
Auto Pickup System Fee	Per Month	19.00	USD 0.00	USD 0.00
Cellular Data Charge (RD)	Per Month	26.00	USD 15.00	USD 390.00
Cloud Hosting	Per Month	1.00	USD 599.00	USD 599.00
RouteMaker Subscription	Per Month	1.00	USD 497.92	USD 497.92
			Support Fees TOTAL:	USD 7,255.92

Payment Terms -

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Page 2 of 4

Hardware: Equipment purchased by City of Abilene ("Customer") will be invoiced by Routeware and paid by Customer upon receipt of said equipment.

Software: Recurring software and support costs will be invoiced by Routeware monthly as defined in the Agreement. Customer will pay all invoices within thirty (30) days of invoice received date.

Professional Services: Routeware will invoice Customer monthly for those Professional Services performed within that calendar month, and Customer will pay invoices within thirty (30) days of invoice received date.

Additional Terms -

Travel & Expenses not to exceed: \$17,400.00

Freight Not to Exceed: \$700.00

Terms & Conditions Information

This Order and all products and services herein are subject to and limited to the terms and conditions located at <https://www.routeware.com/Clients>. Any purchase orders issued in response to this Order, will be deemed acceptance of such terms.

<http://www.routeware.com/Clients> Password: RWClient1!

Prices are exclusive of any federal, state, or local taxes. The customer is responsible for all federal, state, and local taxes.

This system requires a specific server to operate Routeware software, which may need to be purchased separately.

This system requires cellular connectivity for each vehicle which may need to be purchased separately.

If route sequencing by Routeware is a requirement, additional professional services fees may apply.

On-Board Computer software is sold as a perpetual license, allowing the license to be activated on replacement hardware.

Any lapse in support voids perpetual license.

Pricing does not include freight cost or travel expenses, which will be invoiced as they are incurred.

Professional Services Project Terms:

The hours included in this order and the accompanying Statement of Work represent our best estimate of hours required for the Project, based on our experience. You understand and agree that actual fees may differ. All fee and timeline estimates are based on the information provided to us to-date, including your system requirements and resource allocations. It does not account for presently unknown circumstances that create uncertainty. These include, for example, your level of participation, complexity of your processes and requirements, unknown system and data elements, changes in scope of work, changes in assumptions, delays caused by you or third parties, or other conditions outside of our reasonable control. We will notify you if we expect to exceed cost or timeline estimates, and this will be addressed through the change order process described below.

We will work with your Project Manager to help manage the scope of the Services within the estimate provided. However, both parties acknowledge and agree that actual fees may differ from this estimate. If we determine there has been a change in or unsuccessful completion of responsibilities or assumptions set forth in this Proposal, a change order may be required. In addition, any Project changes, including to address unknown circumstances, additional work requested by you or changed requirements, will require a Change Order. Change Orders may also impact the Project timeline. You understand that, in all instances, Routeware's compensation will be based upon the work actually performed and expenses actually incurred.

Subscription Hardware Additional Terms -

All Hardware on this Order sold as a subscription is the property of Routeware. Throughout the term of this Order and at no additional cost to the Customer, Routeware will repair or replace defective Subscription Hardware purchased on this Order with a comparable unit, provided that, in Routeware's sole determination, the unit has not been damaged beyond normal wear and tear. Normal wear and tear includes battery/component failure, scratches and superficial damage to the top, bottom, and corners of the unit. That not covered under the replacement program includes, but is not limited to, damage from (a) drops, (b) immersion in water, (c) cracked screens caused by excess pressure or hard devices, or (d) deliberate damage to the unit. Unit replacement costs resulting from damage not covered by the warranty is the responsibility of Customer. Customer shall surrender to Routeware any computers that are replaced under this program. Notwithstanding any other agreements or clauses on this matter in this agreement or others, Routeware reserves the right to increase monthly service if, in Routeware's sole determination, units are routinely abused or mishandled to the point of failure. Refer to Section 7.2 of the Routeware Global Master Sales and License Agreement for additional warranty details. At the conclusion of the License Period, Customer shall return all Subscription Hardware to Routeware in good condition and working order. In the event the Customer does not return all Subscription Hardware, or the Subscription Hardware is damaged, lost, or stolen while in the Customer's possession, the Subscription Hardware will be deemed sold to Customer, and Customer agrees to pay the then-current list price (plus any applicable taxes) upon receipt of an invoice.

City of Abilene - TX

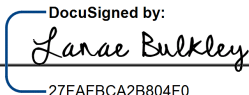
Signature: _____

Date: _____

Name (Print): _____

Title: _____

Routeware Global

Signature:  _____
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Date: October 16, 2023

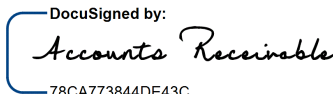
Name (Print): Lanae Bulkley

Title: Controller

Please sign and email to Cable Hogue at chogue@routeware.com

FOR INTERNAL USE ONLY

Reviewed By:

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Q-05987-1 - 10/3/2023
Page 4 of 4



Statement of Work

I. Introduction

This Statement of Work ("SOW") and any addenda attached hereto, sets forth the deliverables associated with the Routeware implementation of licensed software/subscription services (hereafter "Product" or "Services") as determined by the applicable Master Sales and License Agreement and Professional Services Agreement, hereafter "Agreement", executed by The City of Abilene, TX ("Licensee" or "Customer" or "Subscriber") and Routeware ("Licensor" or "Provider").

II. Confidentiality Statement

This SOW, including all attachments, copies and derivatives thereof, is considered Routeware Confidential Information, is subject to all obligations of confidentiality set forth in the Agreement.

III. Scope and Objectives

This SOW and attached Addenda set forth the Scope and Objectives, Project Stages, Project Governance and Objectives, Gate Checks and Lifecycle Stages, and Change Management, applicable to the implementation of the Product or Services as further identified within the Routeware line of business below:

☒ Routeware (RCC)

IV. Routeware's Gate Checks within Lifecycle Stages

Routeware will develop a Project Plan to manage the implementation lifecycle and to report on progress. Any requests for deviations to the Project Plan will be documented, reviewed and approved by the respective project managers for Customer and Routeware. In addition, a summary of requested changes will also be reviewed during the scheduled Gate Check reviews. Changes must be mutually approved by both parties.

As part of its standard and proven project execution, Routeware will structure the project into several phases designed to ensure success. Routeware will work collaboratively with Customer to develop a plan that details requirements, assigns responsibilities, and sets due dates – to best achieve the goal of meeting the designated go-live date with a minimum of business disruption. From the onset of the project, Routeware will assign a core implementation team.

Routeware will execute Gate Check reviews at the completion of the System Configuration, Implementation, and Customer Readiness stages of the project lifecycle. The Gate Check reviews provide the following:

Project summary report-out by stage

- What was the plan, what has been accomplished, summarize deliverables
 - Identify any Gaps, Opportunities and High-Risk items
 - Project performance to baseline (hours reporting and forecasting)
 - Assess team's progress and readiness to advance to next stage

V. Project Stages, Activities and Deliverables

Routeware uses the following implementation approach to ensure project success:



Statement of Work

Stage 1 – Initiation

Description: The Initiation Stage includes the comprehensive planning and resource scheduling for the duration of the project, including a review of the approach and governance, the cadence for status reporting, and clarification of roles and responsibilities for Routeware and Customer project team members.

1.1. Key Activities

- 1.1.1. Project Kick-Off
- 1.1.2. Develop Implementation Plan/Key Milestones
- 1.1.3. Complete Pre-Implementation Documents

1.2. Key Deliverables

- 1.2.1. Routeware
 - 1.2.1.1. Draft Project Plan
- 1.2.2. Customer
 - 1.2.2.1. Pre-Implementation Documents

1.3. Approvals/Sign-Off

- 1.3.1. Initial Project Plan

Stage 2 – System Configuration

Description: The System Configuration Stage includes the requirements confirmation interview, documentation, and approval, along with the initial solution configuration based on Routeware's best practices for a specific customer's needs, and the import of customer data. This "Future State" is documented, reviewed and approved by the Customer, including a validation of the data imported, upon which time the environment is provisioned, the solution installed, and the customer provided access to the solution.

2.1. Key Activities

- 2.1.1. Review, Document, and Approve Business Requirements
 - 2.1.1.1. Scenarios
 - 2.1.1.2. Reporting
 - 2.1.1.3. Integrations
 - 2.1.1.4. Data Import
- 2.1.2. Define, Configure, Document, and Approve Future State
- 2.1.3. Conduct Status Meetings
- 2.1.4. Update Project Plan
- 2.1.5. Install Solution(s)

2.2. Key Deliverables

- 2.2.1. Routeware
 - 2.2.1.1. Session Agendas
 - 2.2.1.2. Documented Business Requirements
 - 2.2.1.3. Environment Provisioning/Solution Installation
 - 2.2.1.4. Data Import
 - 2.2.1.5. Solution Configuration (Users, Customers, Equipment, Routes, Codes, etc.)
 - 2.2.1.6. Definition Gate Check
 - 2.2.1.7. Project Plan Revisions
- 2.2.2. Customer
 - 2.2.2.1. Approved Business Requirements



Statement of Work

- 2.2.2.2. Provide Data for Import (in Approved Format)
- 2.2.2.3. Approved Future State Configuration
- 2.2.2.4. Enumeration of Test Plans
- 2.3. Approvals/Sign-Off
 - 2.3.1. Business Requirements
 - 2.3.2. Initial Solution Configuration
 - 2.3.3. Validation of Data Import
 - 2.3.4. Revised Project Plan

Stage 3 – Implementation

Description: The Implementation Stage includes progressive “targeted” training and begins the Solution Familiarization process for key users, along with the creation of a validation plan to be used during the Customer Readiness Stage. The Routeware team performs an internal verification that the solution, as configured, is operating properly, and aligns with the approved requirements and future state configuration, reaching the milestone referred to as being “Solution Complete”.

- 3.1. Key Activities
 - 3.1.1. Targeted Training on Data Maintenance, Transactions, etc.
 - 3.1.2. Solution Familiarization Exercises
 - 3.1.3. Drafting Solution Validation Plan
 - 3.1.4. Creation of Scenario-based Training Plan
 - 3.1.5. Solution Complete Milestone
 - 3.1.6. Conduct Status Meetings
 - 3.1.7. Update Project Plan
- 3.2. Key Deliverables
 - 3.2.1. Routeware
 - 3.2.1.1. Session Agendas
 - 3.2.1.2. Targeted Training
 - 3.2.1.3. Final Solution Configuration
 - 3.2.1.4. Implementation Gate Check
 - 3.2.1.5. Project Plan Revisions
 - 3.2.2. Customer
 - 3.2.2.1. Solution Familiarization Activities
 - 3.2.2.1.1. Data Maintenance
 - 3.2.2.1.2. Transaction Practice
 - 3.2.2.2. Solution Validation Plan
 - 3.2.2.3. Usage Documentation and/or Standard Operating Procedures (SOPs)
- 3.3. Approvals/Sign-Off
 - 3.3.1. Revised Project Plan

Stage 4 – Customer Readiness

Description: The Customer Readiness Stage includes Scenario-based Training, followed by the Customer’s end-to-end validation of the solution across business scenarios/use cases identified and configured during the System Configuration and Implementation Stages. Scenario-based training - typically conducted with customer-identified “Super Users” - follows a tell, show, do model, where the individual delivering the training outlines the scenario, then demonstrates the scenario, and finally the Super Users complete an end-to-end example themselves using the “happy path”, a clean, well-



Statement of Work

executed process without exceptions. Upon completion of the Validation Plan, the milestone of “Solution Acceptance” is confirmed by the Customer, and the project transitions into the Go Live Stage.

4.1. Key Activities

- 4.1.1.Scenario-based Super User Training
- 4.1.2.Solution Validation (User Acceptance Testing, UAT)
- 4.1.3.Creation of End-User Training Plan
- 4.1.4.Solution Acceptance Milestone
- 4.1.5.Conduct Status Meetings
- 4.1.6.Update Project Plan

4.2. Key Deliverables

- 4.2.1.Routeware
 - 4.2.1.1. Scenario-based Training
 - 4.2.1.2. Readiness Gate Check
 - 4.2.1.3. Project Plan Revisions
- 4.2.2.Customer
 - 4.2.2.1. Solution Validation Activities
 - 4.2.2.2. End-User Training Plans

4.3. Approvals/Sign-Off

- 4.3.1.Revised Project Plan
- 4.3.2.Solution Acceptance

Stage 5 – Go Live

Description: The Go Live Stage includes final training and practice for End Users and Drivers, with a focus on what a user needs to do in the system to complete the duties of a particular role, including handling of typical “operational exceptions” encountered on a day-to-day basis. The final system cutover is performed and Routeware provides assistance to Customer during the Go Live event and stabilization period, helping to triage, manage and resolve issues that may arise, followed by a transition to Support and project closeout.

5.1. Key Activities

- 5.1.1.End User Training and Practice
- 5.1.2.Go Live Cutover
- 5.1.3.Issue Management and Stabilization
- 5.1.4.Transition to Support
- 5.1.5.Project Closeout

5.2. Key Deliverables

- 5.2.1.Routeware
 - 5.2.1.1. Go Live Cutover and Stabilization Assistance
 - 5.2.1.2. Issue Management and Resolution
 - 5.2.1.3. Transition to Support
 - 5.2.1.4. Project Closeout
- 5.2.2.Customer
 - 5.2.2.1. End User Training and Practice
 - 5.2.2.2. Issue Triage and Management

5.3. Approvals/Sign-Off

- 5.3.1.Project Closeout



Statement of Work

☒ EasyRoute (ER)

- **Requirements:**
 - The city is looking for a new route map for our solid waste collection requirements. The city prefers turn by turn instructions for the proposed route map.
- **Property Information**
 - Number of properties: 37,600
 - UPRN data available? Yes
- **Current Services**
 - Number of services: 7 (trash, recycling, yard, commercial trash, commercial cardboard, roll off and bulky)
 - Any services collected together? None
 - Any services exact mirrors? No
 - Same day collection between services? Unknown
 - Please describe the current service:
 - Residential refuse collection trucks - 19;
 - Commercial refuse collection trucks: 13;
 - Roll off trucks - 7;
 - Rear loader refuse collection trucks - 7;
 - Currently the city has 30 residential, 20 commercial and 20 roll-off routes to consider for this RFP
 - Please describe any problems with the current service:
 - Dump ticket data is not tied to a particular route and is not digitized
- **New Designs**
 - Number of scenarios: 1
 - Number of services: 5 (trash, recycling, yard, commercial trash, commercial cardboard)
 - Number of yards: unknown – 1
 - Number of different vehicle access type or capacities per service: unknown - 2
 - Any services collected together? No
 - Any services exact mirrors? No
 - Same day collection between services? Unknown - yes for residential
 - Same day as now? Unknown – yes for commercial
 - Help with Polishing? Yes
 - Turn by Turn required? Yes
 - Custom outputs? No

Deliverables

The following Work Product created by us through Professional Services will be subject to acceptance testing ("Deliverables"). For the avoidance of doubt, we retain all right, title and interest in and to all Work Product and Deliverables created and/or provided by us under this SOW.

- Review presentation
- Design review reports & statistics
- Design round summaries



Statement of Work

VI. Out of Scope

- There are no required integrations with other systems.
- Additional turn by turn instructions at As-Is, Tactical and Operational stages of the project
- Roll-off and bulky collection services

VII. Assumptions

- All data to be imported will be provided in the Routeware-approved CSV or XML format, and will not require transformation during the import process.
 - The data import process will validate the integrity of the data, and exceptions provided back to the Customer for resolution prior to final import.
- The Routeware Project Manager will be the primary contact throughout the project, will coordinate the efforts of Implementation Consultants and Subject Matter Experts (SMEs) throughout the project, and will establish a cadence of Status Meetings with Customer.
- City of Abilene will be able to provide minimum; road network data, property data (including latitude, longitude, address information, unique number reference if available) and route data. If using the hosted version, all data must be provided at least 2 weeks in advance of the training for it to go ahead as scheduled.

VIII. SOW Change Order

- Changes to an SOW will require a written Change Order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated Fees and schedule for the performance of the applicable Services. Upon Routeware's receipt of a Change Order request from Customer, Routeware will promptly notify Customer if Routeware believes that the Change Order request requires an adjustment to the Fees or to the schedule for the performance of the applicable Services. In such an event, the parties will negotiate in good faith a reasonable and equitable adjustment to the Fees and/or schedule, as applicable. During such negotiations, Routeware may continue to perform Services pursuant to the existing SOW and will have no obligation to perform Services pursuant to the Change Order request unless and until the parties have executed an applicable Change Order. Any time and materials that are required to evaluate a Change Order request are billable at Routeware's then-current standard rates.

IX. Pricing

An estimate for the Routeware Professional Services stated herein is set forth in the Order Form(s) #Q-05987 and is based on Time and Materials required as related to the Product or Service, Routeware's current understanding of Customer's business requirements, and the expected future state of the project or a Fixed Fee. Any new SOW or changes or requests for additional services hereunder shall incur additional charges billed at Routeware's then current rates.



Statement of Work

The estimated fees are provided for budgetary purposes only. Fees to Professional Services will be billed on either a Time and Materials or Fixed Fee basis, as specified below, and shall be payable to Routeware in consideration for the Professional Services provided under this SOW.

☒ Time and Materials

☐ Fixed Fee

Professional Services	Description	Hours	Rate	Total
Routeware Project Management	Project Planning, Resource Coordination, Status Reporting, Budget, Risk and Issue Management	32	\$175	\$5,600
Implementation Consultant(s)	Requirements Confirmation, Solution Configuration, Documentation, Training, Go Live Assistance	70	\$175	\$12,250
Data Import	Initial Data Import	6	\$175	\$1,050
On-Site User Training	In-Person training for client's end-users at the time of go live	3 days (27hrs)	\$175	\$4,725
EasyRoute Project Management	Project Planning, Resource Coordination, Status Reporting, Budget, Risk and Issue Management	48	\$175	\$8,400
EasyRoute Implementation Consultant	Data Review, As Is Structure, Calibration, Tactical, Operational, Mobilization	440	\$175	\$77,000
TOTALS		623	\$175	\$109,025



Statement of Work

Fees shall be payable in accordance with the terms of the Governing Agreement. Fees do not include charges for any taxes imposed by any government authority on the provision of Professional Services to you, and you shall pay any such taxes upon our invoice, including without limitation any sales or use tax a governmental authority may impose on the provision of Professional Services to you (but excluding any taxes based upon our net income).

In addition to paying the fees described above, you will reimburse us for reasonable travel, lodging and other expenses incurred in connection with Professional Services under this SOW, provided that such expenses shall not be reimbursable unless (a) the expense or cost is pre-approved by you in writing or via email, and (b) we have provided you with receipts or other documentation reasonably substantiating such expenses or costs as part of the reimbursement request.



Statement of Work

Acceptance and Authorization

IN WITNESS WHEREOF, the duly authorized signatories of the parties have executed this Statement of Work as of the dates set forth below.

The City of Abilene, TX

Routeware Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DS
AR

ATTACHMENT B

PAYMENT SCHEDULE

Equipment purchased by City will be invoiced by Vendor and paid by City upon receipt of said equipment.

Recurring software and support costs will be invoiced by Vendor monthly as defined in this Agreement, Attachment A, and City will pay all invoices within thirty (30) days of invoice received date.

Vendor will invoice City monthly for those Professional Services performed within that month, and City will pay invoices within thirty (30) days of invoice received date.

Total costs for products and services for the initial twelve (12) months of the Agreement as detailed in Attachment A will not exceed two hundred forty-nine thousand, forty-six dollars and four cents (\$249,046.04) based on Vendor's cumulative rate of one hundred seventy-five dollars (\$175) per hour, and inclusive of:

- **Monthly Recurring Costs**
 - Routeware Mobile + Cellular Data Charge
 - Routemaker
 - Cloud Hosting
 - Auto-Pickup Fee
 - Picture Fee
- **One Time Costs**
 - Route Optimization Consultancy
 - Samsung Heavy Duty Tablet w/Install kit
 - Camera Controller/Camera(s)/Camera Power Kit/Monitor
 - Actuator Signal
 - Tablet Install/Actuator Signal Installation/Camera System Install
- **As-Incurred Training and Implementation**
 - Travel Expenditures (Install + On-Site Training)
 - Freight

As detailed in Attachment A, total costs not to exceed the quoted amount, given the project stays within the parameters as defined in the SOW. Any changes to the scope, or additional project features requested that are not already defined in the SOW, will be subject to additional charges. All additional charges will be provided via Change Order and not performed until any additional costs are mutually agreed-upon.

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

All documents and materials prepared by the Vendor remain the property of the Vendor.

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

A. Definitions

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

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

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

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

C. The Vendor must provide a certificate of coverage to the City prior to being awarded the contract.

D. If the coverage period shown on the Vendor's current certificate of coverage ends during the duration of the project, the Vendor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

E. Vendor shall obtain from each person providing services on a project and provide to City:

1. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. no later than seven (7) days after receipt by the Vendor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

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

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

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
2. provide to the Vendor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;
3. provide the Vendor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
4. obtain from each other person with whom it contracts, and provide to the Vendor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
6. notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;
7. contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Vendor is representing to the City that all employees of the Vendor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Vendor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The Vendor's failure to comply with any of these provisions is a breach of contract by the Vendor which entitles the City to declare the contract void if the Vendor does not remedy the breach within ten (10) days after receipt of notice of breach from the City.

ATTACHMENT E
NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT F
CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

City of Abilene

Request for proposal Review

Date: Sep 7, 2023

Name of Project: Solid Waste Route Analysis and Route Balancing .

		Burns and McDonnell	Routeware	Rubicon	Quet.ica
A.	Compliance with RFP Instructions - 10%	9 x .10 0.9	9 0.9	5 0.5	9 0.5
B.	Proposed Timeline for Route Evaluation and Route Balancing - 25%	23 x .25 5.75	23 5.75	12 3	20 5
C.	Project Team, Project Approach Previous Team Experience and References - 15%	14 x .15 2.1	14 2.1	13 1.95	13 1.95
D.	Proposed Cost vs. Benefit - 50%	35 x .50 17.5	42 21	35 17.5	32 16
	Final Rank	79 / 25.75	88 29.75	65 22.75	74 13.45
			Winner		

Evaluators:

Michael Rice

Jim Winward

Randy Bailey

Eric Elder

Michael Rice

Name of Project: Solid Waste Route Analysis and Route Balancing .

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City of Abilene
Request for proposal Review

Date: Sep 7, 2023

Name of Project: Solid Waste Route Analysis and Route Balancing .

		Burns and McDonnell	Routeware	Rubicon	Quet.lca	
A.	Compliance with RFP Instructions - 10%	8 0.8	9 0.9	5 0.5	7 0.7	
B.	Proposed Timeline for Route Evaluation and Route Balancing - 25%	20 5	23 5.75	10 2.5	19 4.75	
C.	Project Team, Project Approach Previous Team Experience and References - 15%	13 1.45	15 2.25	13 1.45	10 1.5	
D.	Proposed Cost vs. Benefit - 50%	35 17.5	44 22	35 17.5	35 17.5	
	Final Rank	71 25.25	91 30.9	63 22.45	71 24.45	
			winner			

Evaluators:

Michael Rice

Jim Winward

Randy Bailey

Eric Elder

Eric Elder

City of Abilene

Request for proposal Review

Date: Sep 7, 2023

Name of Project: Solid Waste Route Analysis and Route Balancing .

		Burns and McDonnell	Routeware	Rubicon	Quet.ica	
A.	Compliance with RFP Instructions - 10%	7 0.7	8 0.8	6 0.6	8 0.8	
B.	Proposed Timeline for Route Evaluation and Route Balancing - 25%	20 5	22 5.5	19 4.75	21 5.25	
C.	Project Team, Project Approach Previous Team Experience and References - 15%	13 1.95	15 2.25	12 1.8	11 1.65	
D.	Proposed Cost vs. Benefit - 50%	36 18	44 22	34 17	35 17.5	
	Final Rank	76	89	71	75	
		25.65	30.55	24.15	25.2	
			WINNER			

Evaluators:

Michael Rice

Jim Winward

Randy Bailey

Eric Elder

James Winward

Agreement with Routeware, Inc. for Solid Waste Route Analysis, Route Balancing, and Route Automation

(Max Johnson)





Contract with Routeware, Inc.

- There is a need for analyzing and balancing the Solid Waste Routes to increase the Solid Waste Division Operational efficiency
- The City advertised a Request for Proposals for Solid Waste Route Analysis and Solid Waste Route Balancing on August 6th and August 13th, 2023
- The City received 4 Proposals, and Routeware, Inc. was determined to have submitted the best proposal
- The City negotiated with Routeware, Inc. to secure Route Analysis and Route Balancing for all routes and Route Automation for Residential and Roll-off Routes
- The not to exceed cost of this contract is \$249,046.04





Contract with Routeware, Inc.

Questions





**City Council
Agenda Memo**

City Council Meeting Date: 10/26/2023

TO: Robert Hanna, City Manager

FROM: Doug Wrenn, Asst Police Chief

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving an Agreement with VGI Technology for the Real Time Information Center (Doug Wrenn)

GENERAL INFORMATION

Purpose

The concept of a Real Time Information Center (RTIC) for the Abilene Police Department was adopted in 2022. The initial selling point was the added efficiency of police operations and investigative follow-up. Also communicated was the benefit of us having access to existing camera feeds that are already in place throughout the City. The addition of future cameras, with an initial focus on the developing downtown area, was also an objective.

The existing camera feeds that the RTIC is utilizing belong to the City of Abilene and are predominantly attached to city-owned buildings. The City also has many traffic queuing cameras at approximately 35 intersections within the City. These cameras currently allow for live view access only and are not currently accessible through the RTIC.

In order to include these live view cameras in the RTIC for investigative efforts, a server will need to be purchased and installed. In partnership with our City Information Technology (IT), a network will be built so that select traffic cameras can be streamed to the Police Department RTIC for both live feed as well as historical review of footage.

The RTIC has been involved with nearly 200 cases since beginning operations at the first of the year. The involvement includes field canvassing for video leads and, more importantly, using the cameras already in place. Gaining access to more cameras, as well as making historical footage possible, will enhance our ability to solve crimes.

The ultimate goal is to have camera views or feeds monitored in such a way that we have real-

time access to events or incidents. This will afford our officers much needed information prior to arriving on scene. Additionally, our City IT will have the eventual ability to share certain feeds with our community. Giving citizens the ability to see major community events, such as roadway conditions during foul weather, will no doubt improve the overall quality of life in our community.

Proposed Plan

Funds are available for the server in the APD apparatus fund that will cover the expenses. The server will be purchased from VGI Technology out of San Angelo, Texas and they have provided a quote for the total expense of the server, which is a total of \$104,922.90. VGI Technologies has incorporated their 18% discount as part of the BuyBoard cooperative process contract 654-21 and the City of Abilene as a local government entity is able to leverage this discount.

The cost of the server is broken down below:

- 100 camera licenses for 100 traffic or exterior cameras at \$300.98 each license for a total of \$30,098.00
- Avigilon Smart Care Plan (5yr) for the 100 cameras priced at \$107.00 for each camera for a total of \$10,700.00
- Avigilon 128TB Server priced at \$52,204.90
- Installation, configuration or service of system priced at \$9,575.00
- Travel Expense \$2,345.00

Total Cost = \$104,922.90

There will be no camera purchases made as a part of this agenda item. The existing camera feeds chosen to access will be selected based upon their individual location and likelihood of assisting with quality of life issues. With this server, it will also open up opportunities to partner with other agencies to gain access to their camera feeds as well.

SPECIAL CONSIDERATIONS

Request Approval

FUNDING/FISCAL IMPACT

Total of \$104,922.90 to be used out of the Police Departments Apparatus fund.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. RTIC Resolution
2. City of Abilene RTIC Server Quote
3. City Council RTIC Server Presentation 2023

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH
VGI TECHNOLOGY.**

WHEREAS, the Abilene Police Department does not have a server dedicated for its Real Time Information Center (RTIC); and

WHEREAS, the Department strives to improve the quality of service for the community through advancements in technology; and

WHEREAS, the use of a server dedicated for video retention and access of existing camera feeds will enhance police operations and add to the overall quality of life in Abilene; and

WHEREAS, the Department has identified a server for purchase that will ultimately assist with real time information as well as aiding with investigations; and

WHEREAS, the server provided by VGI Technology will continue our desire to build upon our existing RTIC.

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

PART 1. That the City Manager is authorized to execute all necessary documents to enter into an agreement with VGI Technology in the amount of \$104,922.90 (BuyBoard Contract #654-21).

PART 2. That this Resolution is effective upon adoption.

ADOPTED this the 26th day of October 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

City Attorney



VGI Technology, Inc.
3321 Foster St.
San Angelo TX 76903
United States
(325) 223-3000

Quote
#Q10706
09/20/2023

Bill To

City of Abilene
4565 S 1st St
Abilene TX 79605
United States

Ship To

City of Abilene
4565 S 1st St
Abilene TX 79605
United States

TOTAL

\$104,922.90

Expires: 12/19/2023

Sales Rep

Zachary West

Terms

Net 15

Quatity	UOM	Description	Unit Price	Extended Price
100	Ea.	Single Camera License	\$300.98	\$30,098.00
100	Ea.	Avigilon Smart Care Plan (5 Year)	\$107.00	\$10,700.00
1	Ea.	Avigilon 128TB Server	\$52,204.90	\$52,204.90
1	Hr.	Installation, Configuration or Service of System	\$9,575.00	\$9,575.00
1	Ea.	Travel Expense	\$2,345.00	\$2,345.00

Subtotal \$104,922.90

Tax Total (%) \$0.00

Total \$104,922.90

Abilene PD Avigilon System

BuyBoard Contract #654-21

Signature: _____

Date: _____

APD Real Time Information Center (RTIC) Server Proposal

The Abilene Police Department's Real Time Information Center is expanding and is needing to purchase a server to continue its growth.



RTIC- Current Projects and Growth

- The APD RTIC is over 8 months into its operation and has been very successful in utilizing existing City owned cameras mounted on City property.
- APD is working to acquire camera feeds from those traffic cameras already owned by the City. Future access to cameras from our State partners will also be possible as well. These camera feeds will help the RTIC give real time information to officers, such as when vehicle collisions or traffic jams occur.



RTIC Server

- In order for our traffic cameras to be live streamed into the APD RTIC headquarters, we will have to purchase a server that has enough storage space for the retention needed for historical review of this footage.
- This server will allow City IT to build a network so that the cameras can be streamed live into the RTIC and used for information sharing as well as investigative purposes.



Quote Details

- The quote from VGI is under BuyBoard Contract #654-21, and has a total cost of \$104,922.90.
- This includes licensing for up to 100 camera feeds, cost of installation of the server itself, and the Smart Care Plan offering future updates.
- If granted, the funds for the server will come out of the APD apparatus fund.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/26/2023

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to enter into a contract with Kreative Core Tech for technical custom development of interfaces for the utility billing phase of the City's Tyler Munis Enterprise Resource Planning (ERP) Implementation (Michael Rice)

GENERAL INFORMATION

Kreative Core Tech provided project management, functional configuration assistance and technical services to support the financial system of the Tyler ERP Implementation Project that was live as of October 1, 2023. Much of their work for the financial implementation was providing assistance with the many technical interfaces needed. This agreement will allow Kreative Core Tech to provide similar interface support for the utility billing phase of the Tyler ERP implementation, specifically with the technical interfaces needed to receive multiple forms and entry points of payment from the citizens. The proposed scope of work will be billed, as needed, at an hourly rate of \$150.00- 160.00, plus travel cost with a total amount not to exceed \$123,160.00.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Funding for the contract will come from the water department's professional services account.

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. RESOLUTION
2. Kreative Core Tech Prof Serv Contract UB_
3. ERP UB Technical Proposal_KCT
4. Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES
AGREEMENT WITH KREATIVE CORE TECH FOR THEIR TYLER MUNIS
IMPLEMENTATION SUPPORT EXPERTISE FOR UTILITY BILLING.**

WHEREAS, the City entered into an agreement with Tyler Munis in July, 2022 for the implementation of a fully integrated financial system that was live October 1, 2023, and a new utility billing system that is scheduled to go live spring of FY 2024.

WHEREAS, the City sought out 3rd party Tyler Munis expert consulting firms to conduct an external evaluation of the financial implementation project and staff support required for a successful implementation.

WHEREAS, the City entered into a professional services agreement contract with Kreative Core Tech for their project management, functional configuration assistance, technical services support pertaining to the financial implementation of the Tyler Munis system in May 2023.

WHEREAS, the City desires to enter into another professional services agreement contract with Kreative Core Tech for their technical custom development of interfaces for the utility billing phase of the ERP project.

WHEREAS, the proposed scope of work will be billed, as needed, at an hourly rate of \$150.00-\$160.00 per hour, with a total amount not to exceed \$123,160.00.

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

Part 1: The City Manager is authorized to execute a Professional Services contract with Kreative Core Tech.

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

ADOPTED this 26th day of October, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT (Not Architect or Engineer)

This contract, dated the 26 day of October, 2023, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Kreative Core Technologies (“Professional”).

The City is engaged in the Enterprise Resource Planning (ERP) Financials Implementation project along with a new utility billing system and desires to engage the services of Professional, as an independent contractor and not as an employee, to assist in the project and to render his or her services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified professional properly licensed or certified to practice in the State of Texas. Professional desires to render professional services as further described in Attachment A to the City on the terms and conditions provided in this Contract.

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

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

I. TERM

In consideration of the compensation stated in Paragraph II and further described in Attachment B., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by September 30, 2024.

II. PAYMENT

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

III. ASSIGNMENT

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

IV. STATUS OF PROFESSIONAL

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

V. AMENDMENT OR MODIFICATION

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

VI. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VII. NONDISCLOSURE

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

“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.

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

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

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

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

Professional must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Professional’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 Professional or Professional’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 Professional.

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

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

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

1. Name the City as an additional insured with respect to operations for which this agreement is made.

2. Provide for 30 days advance written notice of cancellation or material change.

C. TYPES AND AMOUNTS OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
___1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
___2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
___3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)

- X 4. Professional Liability \$500,000 combined single limit
(per occurrence)
- ___5. See Addendum for Special
Coverages and/or revisions
- ___6. No Insurance Required

X. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XI. TERMINATION

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

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

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

XII. PROJECT REPRESENTATION

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

XIII. NOTICE

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

City – ATTN:

**Mike Rains, Director of Finance, City of Abilene,
555 Walnut, Abilene, TX 79601**

Professional - ATTN: _____

XIV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XV. NO INDEBTEDNESS

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

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

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

XVI. EQUAL EMPLOYMENT OPPORTUNITY

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

XVII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIX. SALES TAX

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

XX. LEGAL CONSTRUCTION

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

XXI. 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.

XXII. SECTIONS AND OTHER HEADINGS

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

XXIII. COUNTERPARTS

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

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

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

CITY OF ABILENE

By: Robert Hanna

Title: City Manager

ATTEST:

City Secretary

APPROVED:

By: _____
City Attorney

PROFESSIONAL 
By: Andy Bhatnagar

Title: President, Kreative Core Technologies Inc.

Address: 8990, Frostweed Rd, Frisco, TX 75035

Phone Number: 469-777-1824

Federal Tax ID#: 82-5240300

ATTEST: (if corporation)

Corporation's Secretary

Corporate Seal (if available)

ATTACHMENT A

Scope of Services

See attached Technical Services Proposal (10 pages), which is incorporated herein as if copied at length. If there are any terms and conditions in the Technical Services Proposal which conflict with and terms and conditions of this Contract, the terms and conditions of this Contract control.

ATTACHMENT B

PAYMENT SCHEDULE

PARTIES TO INITIAL OPTION SELECTED

OPTION 1 X

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of \$150.00 – \$160.00 (See Attachment A – Technical Services Proposal per hour not to exceed \$123,160.00.

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

OPTION 2

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

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

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

OPTION 3

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

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

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option 1) _X_

All documents and materials prepared by Professional under the terms of this contract are the City's property from the time of preparation, and Professional must deliver the documents and materials to the City or make them available for inspection whenever requested. Professional has the right to make duplicate copies of such documents or materials for its own file or for other such purposes as the City authorizes in writing.

(Option 2) ____

All documents and materials prepared by the Professional remain the property of the Professional; however, Professional must furnish City, at no additional cost, one set of reproducible mylars of the original drawings of the work and/or one copy of all documents prepared by the Professional pursuant to this Agreement.

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

ATTACHMENT E
NOTICE TO PROCEED

N/A

ATTACHMENT F
CHANGE IN SCOPE OF SERVICES

N/A



Results. Guaranteed.

Kreative Core Technologies

Technical Services Proposal

For the City of Abilene, TX

Enterprise Resource and Planning Implementation

09/05/2023

Statement of Confidentiality & Non-Disclosure

This proposal contains proprietary and confidential information. All data submitted to the City of Abilene, Department of Finance, is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with Kreative Core Technologies. The recipient of this document agrees to inform its present and future employees and partners who view or have access to the document's content of its confidential nature.

The recipient agrees to instruct each employee that they must not disclose any information concerning this document to others except to the extent that such matters are generally known to, and are available for use by, the public. The recipient also agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without Kreative Core Technologies' express written consent.

Kreative Core Technologies retains all title, ownership and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing material, and multimedia.

BY ACCEPTANCE OF THIS DOCUMENT, THE RECIPIENT AGREES TO BE BOUND BY THE AFOREMENTIONED STATEMENT.

Introduction Letter

Michael Rice
Assistant City Manager
City of Abilene,
Texas

It is with the greatest pleasure Kreative Core Technologies would like to submit a proposal to the city of Abilene, TX. This is to provide our services for custom development of the interfaces for the Utility Billing phase of the ERP project.

Kreative Core Technologies will act as a complete Project Management and Development Support Consultant for the City of Abilene. We are very excited to respond to this request and to bring our expertise to the city which includes the following but not limited to:

- > *We have provided information technology professional services for over 25 years.*
- > *A strong project management practice with 20 years' successfully delivering projects with municipalities and cities including Tyler Munis (Financials, EAM, HCM, UB), ExecuTime, Energov, Public Safety CAD/RMS, Mobility, Recreation Management including Perfect Mind and ACTIVE Net, Firehouse and many others.*
- > *5 complete Tyler Munis (Financials, HCM, EAM, UB) implementations including Energov (PMM & PLM), ExecuTime, Tyler Cashiering, Incode, Executive Insight, Socrato etc.*
- > *In-house expertise providing technical and functional support for Tyler products such as Munis, Energov, Incode, Tyler Payments, TCM etc.*
- > *In-house expertise with architecting, designing, and developing Integrations using API's, web services, Micro webservices, ETL etc., using Power Automat and Power Apps.*
- > *Complete Business Process Mapping and Engineering services.*
- > *A culture that takes a balanced approach in providing a unique and refreshing customer experience to our customers, a great place to work for our people, and delivering with excellence.*

Thank you for the opportunity to be of service to the City of Abilene. Please feel free to contact me anytime to discuss this proposal at andy.bhatnagar@kreativecoretech.com or 469 777 1824. We look forward to the opportunity to help!

Sincere Regards,

Andy Bhatnagar
President/ Founder
Kreative Core Technologies

1. Statement of Project Understanding

The City of Abilene is embarking on a major transformation of its business operations, by implementing Munis ERP (Financials and Utility Billing), built predominantly on Tyler Technologies. This complex reimplementation project is expected to be executed on a very aggressive timeline and will require a technical consultant with a breadth and depth not typical of most managed services providers.

2. Scope

The city is seeking a to build the custom interfaces that would integrate with Tyler Technologies solutions.

Below is the list of recommended scope of work to address the custom development and integration with Tyler EERP (Munis) for the utility Billing phase of the project.

1)	Interface With Remit Plus (Electronic Check Deposit)
a)	File transformation from Remit plus to Munis
b)	File Transformation from Remit Plus to the Bank
c)	File Exchange with Bank
d)	File Exchange with Munis
2)	ACH File (Withdrawal Request with Bank)
a)	Configure the ACH (Withdrawal) file in Munis
b)	Work with Tyler to configure the File drop
c)	File Exchange with Bank
3)	Lockbox files (Fiserv)
a)	Work with Vendor to engage
b)	First Integration is to sync the client information
c)	Second integration is to sync the payments file into Munis
4)	Lockbox files (Metavante) by FIS
a)	Work with Vendor to engage
b)	First Integration is to sync the client information
c)	Second integration is to sync the payments file into Munis
5)	Lockbox files (Mars)(IPAy) Merchant Account Retrieval System
a)	Work with Vendor to engage
b)	First Integration is to sync the client information
c)	Second integration is to sync the payments file into Munis
6)	Lockbox files (ACE) America cash express
a)	Work with Vendor to engage
b)	First Integration is to sync the client information
c)	Second integration is to sync the payments file into Munis

3. Assumptions

Below are some assumptions that are used to create the estimate of effort.

- Abilene has established contacts with the external vendors.
- The vendor's technical team will be engaged in a timely manner with the KCT team.
- Vendors may have some associated cost for the implementation, which is not included as a part of this estimate.
- City will not be using APIs for integration.
- All the estimates are built on the assumption that they will be SFTP transfers.
- MS Platform will be used for file exchange and transformations.
- Detailed encryption specifications are available.
- Digital signatures not required by the vendors.
- The City will provide required access to the KCT team to build the integrations.
- Requirements gathering will be documented.
- Technical documentation and training are required.
- Weekly meetings with the project team and the City are going to be scheduled.

4. Investment / Cost Proposal

For this proposal below the breakdown of the hours. Please note these are the best estimates that we have estimated at this stage.

City of Abilene - Scope of Work Estimates UB								
	Task	Project Management	Documentation	Development	Testing	Training	Cutover	Contingency
1)	Interface With Remit Plus (Electronic Check Deposit)	15	2			2		10
a)	File transformation from Remit plus to Munis			25	5		2	
b)	File Transformation from Remit Plus to the Bank			10	5		2	
c)	File Exchange with Bank			5	5		2	
d)	File Exchange with Munis			5	5		2	
2)	ACH File (Withdrawal Request with Bank)	15	2			2		10
a)	Configure the ACH (Withdrawal) file in Munis			15	5			
b)	Work with Tyler to configure the File drop			5	5		2	
c)	File Exchange with Bank			5	5		2	
3)	Lockbox files (Fiserv)	30	2			2		10
a)	Work with Vendor to engage			15				
b)	First Integration is to sync the client information			30	10		4	
c)	Second integration is to sync the payments file into Munis			30	10		4	
4)	Lockbox files (Metavante) by FIS	30	2			2		10
a)	Work with Vendor to engage			15				
b)	First Integration is to sync the client information			30	10		4	
c)	Second integration is to sync the payments file into Munis			30	10		4	
5)	Lockbox files (Mars)(IPAY) Merchant Account Retrieval System	30	2			2		10
a)	Work with Vendor to engage			15				

b)	First Integration is to sync the client information			30	10		4	
c)	Second integration is to sync the payments file into Munis			30	10		4	
6)	Lockbox files (ACE) America cash express	30	20			2		10
a)	Work with Vendor to engage			15				
b)	First Integration is to sync the client information			30	10		4	
c)	Second integration is to sync the payments file in to Munis			30	10		4	
	Totals (In Hrs.)	150	30	370	115	12	44	60

Below is the total investment, by categorization.

	Project Management	Documentation	Development	Testing	Training	Cutover	Contingency
Estimated Hours	150	30	370	115	12	44	60
Hourly Rates	\$ 150.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 160.00	\$ 155.00
Total Cost	\$ 22,500.00	\$ 4,800.00	\$ 59,200.00	\$ 18,400.00	\$ 1,920.00	\$ 7,040.00	\$ 9,300.00

Below is the Rate card of other resources, the resources will be based on an as-needed basis with 2 weeks of notice from the client.

<u>Optional Available Resources</u>			
Roles	Allocation	Duration (Wks.)	Hourly Rate
Sr Solution Architect	As needed	As needed	\$195
SQL Reports Developer	As needed	As needed	\$165
System Administrator	As needed	As needed	\$150
Infra. Architect	As needed	As needed	\$195
<u>Hourly Cost for all resources</u>			
Roles	Allocation	Duration (Wks.)	Hourly Rate
Program Director	As needed	As needed	\$195
Delivery Manager	As needed	As needed	\$160
Project Manager	As needed	As needed	\$175
Business Analyst	As needed	As needed	\$160
Payroll Specialist	As needed	As needed	\$160

Please Note that the above cost is based on the allocated number of hours by resource type. Change Request process will be followed if the duration would increase for the project or additional number of hours will be required at the hourly rate provided above. Invoices will be based on an accrual basis, monthly.

5. Profiles for Resources

PROJECT MANAGER: ERWIN LIMON

Tyler Systems Experience	Project Manager for the City of Oxnard Tyler Munis - Core Financials Executime –Human Capital Management Time & Attendance Project
Years of Platform Experience: 2+ years	
Professional certifications or licenses	PMP, PMI AH-MC, ITIL, ISO 31000 RM
Professional Background	IT Project Manager & Network Engineer



SYSTEMS ADMINISTRATOR: VINEELA MANDAPATI

Tyler Systems Experience	Systems Administrator & Data Automation Tyler Munis – Core Financials (RBAC & Workflow) Tyler Munis – HCM -Neogov Integration
Years of Platform Experience: 5+ years	Energov & Utility Billing – data migration from Legacy, parallel testing, data gathering, workflow design / Laserfiche forms creation
City Projects	Coppell TX, Oxnard CA
Professional Background	Automation analyst with proven experience in SSRS SQL Server scripts, and SSIS, Azure Active Directory, O365, ASP, NET,C#, ADO.Net, CSS, HTML/XML,AJAX & JavaScript



DATA ANALYST: SOUMIT BHOWMICK

Tyler Systems Experience	Data Analyst for Automation for the City of Oxnard
Years of Platform Experience: 2 years	Tyler Munis - Human Capital Management Executime –Human Capital Management
Other Technical Expertise	Hands on in Python, SQL, AI cloud services and full stack for 5+years
Professional Background	Automation developer specializing in data analytics



6. Contact information

Point of contact and existing project stakeholders:

- > Andy Bhatnagar, Partner / Founder, Kreative Core Technologies
Email: Andy.Bhatnagar@kreativecoretech.com
Contact number: 469 777 1824.

Approve Professional Services Contract with Kreative Core Tech for Utility Billing Implementation Support





Approve Professional Services Agreement with Kreative Core Tech for Utility Billing Implementation Support

- Staff interviewed two companies that provide 3rd party support for Munis/Tyler Tech ERP software implementations in February 2023. Kreative Core Tech was selected as the best fit for the City of Abilene based upon the interviews. Kreative Core Tech conducted an evaluation of the Tyler implementation project.
- The city entered into a contract May 2023 with Kreative Core Tech to help the City of Abilene navigate the complicated process of successfully implementing the critical foundation of the ERP Financials Implementation project, and meet the project timeline.
- The May contract included project management, functional configuration assistance, technical services and handover services for Financial Operations.





Approve Professional Services Agreement with Kreative Core Tech for Utility Billing Implementation Support

- The new Professional Services Scope will support Utility Billing implementation, and will include technical custom development and integration with the Tyler ERP pertaining to electronic fund deposit and lockbox file integration with multiple vendors.
- The City of Abilene has a planned Go Live date of April 2024 for the utility billing phase of the Tyler ERP project.
- The work will be billed by the hour, and the Agreement has a not to exceed value of \$123,160.00
- Staff recommends approval.



QUESTIONS ?





**City Council
Agenda Memo**

City Council Meeting Date: 10/26/2023

TO: Honorable Mayor and City Council Members

FROM: Honorable Chace Craig
Municipal Court Judge

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Appointment of an Assistant Municipal Court Judge (Chace Craig)

GENERAL INFORMATION

There are occasions when the Judge of the Municipal Court is temporarily unable to serve.

Section 77, Charter of the City of Abilene, provides for the appointment of Assistant Municipal Court Judges to act in the place of the Judge of the Municipal Court when the Judge of the Municipal Court is temporarily unable to act for any reason.

Chris M. Riley is a qualified and competent attorney, and has agreed to serve in the temporary absence of the Judge of the Municipal Court. Having the same qualifications as the Judge of the Municipal Court, Chris M. Riley is recommended for appointment as an Assistant Municipal Judge, in accordance with the City Charter of the City of Abilene, for a period of two years.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2023 RESOLUTION Chris Riley Assistant Municipal Court Judge
2. Appoint Asst Municipal Court Judge

RESOLUTION _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPOINTING CHRIS M. RILEY AS AN ASSISTANT MUNICIPAL COURT JUDGE TO
ACT IN THE TEMPORARY ABSENCE OR UNAVAILABILITY OF THE JUDGE OF THE
MUNICIPAL COURT**

WHEREAS, there are occasions when the Judge of the Municipal Court is temporarily unable to serve; and

WHEREAS, Section 77, Charter of the City of Abilene, provides for the appointment of Assistant Municipal Court Judges to act in the place of the Judge of the Municipal Court when the Judge of the Municipal Court is temporarily unable to act for any reason; and

WHEREAS, Chris M. Riley is a qualified and competent attorney, and has agreed to serve in the temporary absence of the Judge of the Municipal Court; and

WHEREAS, Chris M. Riley, having the same qualifications as the Judge of the Municipal Court, is recommended for appointment as an Assistant Municipal Judge, in accordance with the City Charter of the City of Abilene;

**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 hereby approves of the appointment of Chris M. Riley as an Assistant Municipal Court Judge and hereby authorizes the Mayor to appoint him for a term of two (2) years beginning November 1, 2023 and continuing through November 1, 2025.

PART 2: That Chris M. Riley shall be paid only for the actual time that he shall serve as Assistant Municipal Court Judge.

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

ADOPTED this day 26th of October, 2023.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

APPOINTMENT OF CHRIS M. RILEY AS AN ASSISTANT JUDGE OF THE ABILENE MUNICIPAL COURT

October 26, 2023





**City Council
Agenda Memo**

City Council Meeting Date: 10/26/2023

TO: Robert Hanna, City Manager

FROM: Annette Lerma, Director

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion and Take Action on Appointing Dr. Gregory Tuegel as the Health Authority/Medical Director for the Abilene-Taylor County Public Health District (Annette Lerma)

GENERAL INFORMATION

After the recent death of our Health Authority/Medical Director, Dr. Gary Goodnight, it is necessary to appoint a replacement to be in compliance with Health & Safety Code Chapter 121, subchapter B, section 121.021 - 121.025. Several physicians expressed interest, but after considering the experience, reputation and desire to give back to his community, Dr. Gregory Tuegel rose to the top of the candidate list as a person well suited for the role.

SPECIAL CONSIDERATIONS

Dr. Tuegel has announced his retirement from full time practice to be effective December 31, 2023. He has indicated that he doesn't mind the overlap in service as he is slowing down in his practice and has discretionary time throughout the week to be available for the ATCPHD.

Appointment of Dr. Tuegel as the Health Authority is scheduled before the County Commissioner's Court on Tuesday, October 24 for their approval and appointment.

FUNDING/FISCAL IMPACT

The agreed upon salary is the same amount allocated in the budget for the previous health authority/medical director. Will not affect current funding level.

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

Have not presented to the Board of Health as they don't meet again until November 14.

ATTACHMENTS:

1. 2023 Resolution_Dr Tuegel_Health Authority
2. City Council Health Authority Presentation 10.26.23

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS APPOINTING A HEALTH AUTHORITY AND MEDICAL DIRECTOR FOR THE ABILENE-TAYLOR COUNTY PUBLIC HEALTH DISTRICT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DR. GREGORY TUEGEL AS THE HEALTH AUTHORITY AND MEDICAL DIRECTOR.

WHEREAS, the Local Public Health Reorganization Act, Chapter 121, Texas Health and Safety Code provides that a governing body of a municipality or the commissioner's court of a county may enforce any law that is reasonably necessary to protect the public health; and

WHEREAS, the City of Abilene, Texas and Taylor County, Texas, have created the Abilene-Taylor County Public Health District to provide public health services in this region; and

WHEREAS, a Health Authority is a physician appointed under the terms of the Local Public Health Reorganization Act to administer state and local laws relating to public health within the appointing body's jurisdiction; and

WHEREAS, a Health Authority must be a competent physician with a reputable professional standing who is legally qualified to practice medicine in the state of Texas, and be a resident of the state of Texas, and

WHEREAS, the Health Authority shall serve a term of two years and may be appointed to successive terms;

WHEREAS, Dr. Gregory Tuegel meets the qualifications to be appointed as the Health Authority and as the Medical Director of the Abilene-Taylor County Public Health District; and

WHEREAS, the Taylor County Commissioners have also approved Dr. Gregory Tuegel as the Health Authority of the Abilene-Taylor County Public Health District.

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

PART 1. That Dr. Gregory Tuegel is appointed as the Health Authority for the region covered by the Abilene-Taylor County Public Health District, and shall serve a term of two years.

PART 2. That Dr. Gregory Tuegel is appointed as the Medical Director for the Abilene-Taylor County Public Health District.

PART 3. That the City Manager is authorized to negotiate and enter into a Professional Services Agreement with Dr. Gregory Tuegel as the Health Authority and Medical Director.

PART 4. That this Resolution shall be effective immediately upon adoption.

ADOPTED this 26th day of October, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Resolution to Appoint the Health Authority for ATCPHD

Annette Lerma | Thursday, October 26th 2023





Health Authorities in Texas

- Required under Health and Safety Code Chapter 121, Subchapter B, Sections 121.021-121.025
- “Must be a competent physician with a reputable professional standing legally qualified to practice medicine in Texas”
- Must be a Texas resident





Duties

- Establish, and enforce quarantine orders
- Aid in disease prevention, quarantine inspections, sanitation issues and general population health for local jurisdiction
- Oversee reporting of infectious diseases to state authorities
- Serve as medical director for the health district and act as overseeing physician for mid-level practitioners (nurse practitioners and physician assistants)
- Aid local jurisdictions in carrying out public health required rules and ordinances.





Health Authority Selection

- **Dr. Gregory Tuegel**

- Medical Doctor – St. Louis University School of Medicine
- Internship & Residency in Pediatrics @ Baylor College of Medicine in Houston; Chief Resident of Pediatrics @ Baylor College of Medicine.
- Member of the Taylor-Jones-Haskell Medical Society, Member of the Texas Medical Association, Past member of Texas Pediatric Society, Past member of American Academy of Pediatrics
- Has been in private practice as a pediatrician since 1984 and will be retiring December 31, 2023.





Dr. Gregory Tuegel



- **Primary Specialty:**
Pediatrics
- **Professional Association
of Pediatrics**
 - 1984 - Present

Contract:

- 2 Year Term
- Will Exceed \$50,000
Annually
- Paid out of Public Health
Administration Fund





Dr. Gregory Tuegel

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/26/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **11. Ordinance (First Reading) Z-2023-30:** Receive a Report, Hold a Discussion and Take Action on a request from the City of Abilene, represented by Jacob & Martin, to change the zoning of approximately 225.93 acres from Agricultural Open to Planned Development District 184, to allow base zoning districts of General Commercial along SE 11th Street and Loop 322 and Agricultural Open, for the Abilene Zoo. Located at 2070 Zoo Lane and 1042 Loop 322. *(Tim Littlejohn)*

GENERAL INFORMATION

- The existing uses in Grover Nelson Park will continue.
- The applicant proposes to replat the property. The plat will set the boundary between the two base zoning districts at a location that is generally consistent with the boundary shown on the attached PDD concept plan.
- The creation of the General Commercial base zoning district will maximize the use of the PD and help to facilitate additional improvements to Nelson Park and the Abilene Zoo.

SPECIAL CONSIDERATIONS

A proposed concept plan showing the two base zoning districts and the proposed PD narrative outlining the proposed base zoning districts and development standards is included.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval**, subject to the following conditions:

1. The use and development of PDD-184 shall be subject to the proposed concept plan and to the proposed ordinance.
2. A plat of PDD-184 shall be filed within one (1) year from the date in which the PDD is approved by City Council.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-0.

ATTACHMENTS:

1. Z-2023-30 Staff Report
2. Z-2023-30 Ordinance
3. Z-2023-30 Presentation
4. PD Concept Exhibit
5. 6323-FP Final Plat Nelson Park
6. 1001 Parsons Road
7. 749 Parson Rd (2nd Notice)
8. 942 Parsons Road
9. 749 Parsons Road
10. 833 Parsons Road
11. 1557 Squires Road (2nd Notice)
12. 1533 Yeomans Road (2nd Notice)
13. 6223-PP Nelson Park

ZONING CASE Z-2023-30

STAFF REPORT

Scheduled Hearings

Parks Board: September 19, 2023
Planning & Zoning Commission: October 3, 2023
City Council 1st Reading: October 26, 2023
City Council 2nd Reading: November 2, 2023

Applicant

Owner: City of Abilene
Agent: Jacob & Martin

Case Manager

Clarissa Ivey

Request

Change the zoning of approximately 225.93 acres from Agricultural Open (AO) to Planned Development District 184 (PDD-184) to create base zoning districts of General Commercial (GC) and Agricultural Open.

Location

2070 Zoo Lane and 1042 Loop 322

Background

- The existing uses in Grover Nelson Park will continue.
- The applicant proposes to replat the property. The plat will set the boundary between the two base zoning districts at a location that is generally consistent with the boundary shown on the attached PDD concept plan.
- The creation of the General Commercial base zoning district will maximize the use of the PD and help to facilitate additional improvements to Nelson Park and the Abilene Zoo.

Zoning, Existing and Proposed Land Use

Properties zoned Heavy Industrial (HI) are located north of the subject site. Residential-Single family (RS-6) and Medium Density (MD) zoning districts are located to the west. An Agricultural Open (AO) zoning district is located to the south. Properties zoned Planned Development – 98 (PDD-98), which allows commercial and industrial related uses, is located to the east.

Attached to this report is a proposed concept plan showing the two base zoning districts and the proposed PD narrative outlining the proposed base zoning districts and development standards.

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 institutional uses at this location. The existing use of Nelson Park and the zoo is consistent with the recommended secondary land uses in institutional. The introduction of the GC base zoning district will facilitate additional improvements to Nelson Park and provide destination services for park patrons.

(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 adjoins an existing residential development, but is adequately buffered by open space, trees, and fencing. The portion of the site designated for General Commercial (GC) uses is compatible with the surrounding uses to the north, south, and east, and is appropriate at the intersection of an arterial street and a regional highway.

(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.

Parks Board Recommendation

The Parks Board recommends approval per the conditions of the P&Z Recommendation.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval**, subject to the following conditions:

1. The use and development of PDD-184 shall be subject to the proposed concept plan and to the proposed ordinance.
2. A plat of PDD-184 shall be filed within one (1) year from the date in which the PDD is approved by City Council.

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor
N- Null

Owner

Owner	Property ID	Situs	Response
ADAMS JOHN W & SHERRY R	53504	1550 SIR THOPAS CT	
ATWELL RICHARD	98714	1733 E HWY 80	
BARBARCIK CARAH D	59704	1558 SEAMANS WY	
BAUGHMAN JACOB & PENNIE L	67796	1026 PARSONS RD	
BROSHEARS BRADLEE A	67563	1010 PARSONS RD	
BUTLER MICHAEL S	113863	1533 YEOMANS RD	O
BUTLER MICHAEL S	113863	1535 YEOMANS RD	
BYRD CAROL	70265	933 PARSONS RD	
CHAVIRA JOSE L & EMILIA D	70395	925 PARSONS RD	
COFFEY JUDITH ANN	71011	825 PARSONS RD	
Confidential Owner	67924	1034 PARSONS RD	
DIAZ MONICA F	69391	1033 PARSONS RD	
DILL PROPERTY MANAGEMENT LP	67236	1789 E HWY 80	
ENGLISH JOHN ALVIN JR &	67682	1018 PARSONS RD	
ESCOBEDO JACOB & TERESA A	51938	609 PARSONS RD	
FLORES JOSE L JR &	51550	633 PARSONS RD	
GENESIS CRUDE OIL L P	37942	1849 E HWY 80	
GUERRERO ADELINO & CONNIE	67038	934 PARSONS RD	
GUTIERREZ AMELIA M LF EST	68052	1042 PARSONS RD	
HISCOCK CAREY C & SLINA M	51041	725 PARSONS RD	
HOWARD ZACHARY & KAYLA	70757	901 PARSONS RD	
LANGSTON LINDA J	63056	1565 FRIARS ST	
LEXINGTON VACANT LAND LLC	987364		
LWM INC	70638	909 PARSONS RD	
MILLER MARSHA	69781	1009 PARSONS RD	
MIRELEZ JOE A O & SYLVIA	51676	625 PARSONS RD	
MITCHELL SANDRA LOU	50348	801 PARSONS RD	
MORRIS GEORGE & MOLLY SUE	52064	601 PARSONS RD	
MUHLEMAN JOHN W III	70881	833 PARSONS RD	
ODOM PHILESHA C	50220	809 PARSONS RD	
PALLAREZ LUPE	69912	1001 PARSONS RD	
PERKINS E FAYE	69511	1025 PARSONS RD	
PHARISS DARYL W &	71264	1526 WEAVERS WY	
POPE JESSICA R	51801	617 PARSONS RD	
POWELL BONNIE	67178	942 PARSONS RD	F
PRESLEY THEODORE WOODROW	50778	733 PARSONS RD	
RODRIGUEZ ANTONIO JR	69657	1017 PARSONS RD	
ROGGENDORFF BERTHA	55328	1557 SIR THOPAS CT	
ROGGENDORFF PAUL ALEXANDER & JODI LEIGH	55459	1564 FRIARS ST	

SHARITS NATHAN & MARY	67306	950 PARSONS RD	
SMITH JEREMIAH C &	68893	1557 SQUIRES RD	O
SPARKS STACY SOUTHARD	53370	1557 SEAMANS WY	
STAGGS LYNN & DEBBIE	69251	1041 PARSONS RD	
STONE DARREN LANE &	50643	749 PARSONS RD	O
T & P RY CO	12755		
VALENZUELA JERVIS	51168	717 PARSONS RD	
VILLANUEVA GUSTAVO & MICAELA	70515	917 PARSONS RD	
WARNER STEPHEN ERIC	51426	701 PARSONS RD	
WATERS RONALD J	71133	817 PARSONS RD	
WEST TEXAS UTILITIES CO	57087	600 TRANSFORMER TR	
WEST TEXAS UTILITIES CO	57087	700 TRANSFORMER TR	
WHALEY MAX W & JERITA W	69010	1565 SQUIRES RD	
WHITTEMORE JOEL T &	51300	709 PARSONS RD	
WIGINTON CATHEY	67432	1002 PARSONS RD	
YEOMANS ROAD APARTMENTS LLC	109838	1450 YEOMANS RD	
YUNGINGER JACQUELINE	50507	757 PARSONS RD	

Prop ID

Owner	Property ID	Situs	Response
T & P RY CO	12755		
GENESIS CRUDE OIL L P	37942	1849 E HWY 80	
ODOM PHILESHA C	50220	809 PARSONS RD	
MITCHELL SANDRA LOU	50348	801 PARSONS RD	
YUNGINGER JACQUELINE	50507	757 PARSONS RD	
STONE DARREN LANE &	50643	749 PARSONS RD	O
PRESLEY THEODORE WOODROW	50778	733 PARSONS RD	
HISCOCK CAREY C & SLINA M	51041	725 PARSONS RD	
VALENZUELA JERVIS	51168	717 PARSONS RD	
WHITTEMORE JOEL T &	51300	709 PARSONS RD	
WARNER STEPHEN ERIC	51426	701 PARSONS RD	
FLORES JOSE L JR &	51550	633 PARSONS RD	
MIRELEZ JOE A O & SYLVIA	51676	625 PARSONS RD	
POPE JESSICA R	51801	617 PARSONS RD	
ESCOBEDO JACOB & TERESA A	51938	609 PARSONS RD	
MORRIS GEORGE & MOLLY SUE	52064	601 PARSONS RD	
SPARKS STACY SOUTHARD	53370	1557 SEAMANS WY	O
ADAMS JOHN W & SHERRY R	53504	1550 SIR THOPAS CT	
ROGGENDORFF BERTHA	55328	1557 SIR THOPAS CT	
ROGGENDORFF PAUL ALEXANDER & JODI LEIGH	55459	1564 FRIARS ST	
WEST TEXAS UTILITIES CO	57087	600 TRANSFORMER TR	
WEST TEXAS UTILITIES CO	57087	700 TRANSFORMER TR	
BARBARCIK CARAH D	59704	1558 SEAMANS WY	
LANGSTON LINDA J	63056	1565 FRIARS ST	
GUERRERO ADELINO & CONNIE	67038	934 PARSONS RD	
POWELL BONNIE	67178	942 PARSONS RD	F

DILL PROPERTY MANAGEMENT LP	67236	1789 E HWY 80	
SHARITS NATHAN & MARY	67306	950 PARSONS RD	
WIGINTON CATHEY	67432	1002 PARSONS RD	
BROSHEARS BRADLEE A	67563	1010 PARSONS RD	
ENGLISH JOHN ALVIN JR &	67682	1018 PARSONS RD	
BAUGHMAN JACOB & PENNIE L	67796	1026 PARSONS RD	
Confidential Owner	67924	1034 PARSONS RD	
GUTIERREZ AMELIA M LF EST	68052	1042 PARSONS RD	
SMITH JEREMIAH C &	68893	1557 SQUIRES RD	
WHALEY MAX W & JERITA W	69010	1565 SQUIRES RD	
STAGGS LYNN & DEBBIE	69251	1041 PARSONS RD	
DIAZ MONICA F	69391	1033 PARSONS RD	
PERKINS E FAYE	69511	1025 PARSONS RD	
RODRIGUEZ ANTONIO JR	69657	1017 PARSONS RD	
MILLER MARSHA	69781	1009 PARSONS RD	
PALLAREZ LUPE	69912	1001 PARSONS RD	
BYRD CAROL	70265	933 PARSONS RD	
CHAVIRA JOSE L & EMILIA D	70395	925 PARSONS RD	
VILLANUEVA GUSTAVO & MICAELA	70515	917 PARSONS RD	
LWM INC	70638	909 PARSONS RD	
HOWARD ZACHARY & KAYLA	70757	901 PARSONS RD	
MUHLEMAN JOHN W III	70881	833 PARSONS RD	
COFFEY JUDITH ANN	71011	825 PARSONS RD	
WATERS RONALD J	71133	817 PARSONS RD	
PHARISS DARYL W &	71264	1526 WEAVERS WY	
ATWELL RICHARD	98714	1733 E HWY 80	
YEOMANS ROAD APARTMENTS LLC	109838	1450 YEOMANS RD	
BUTLER MICHAEL S	113863	1533 YEOMANS RD	O
BUTLER MICHAEL S	113863	1535 YEOMANS RD	
LEXINGTON VACANT LAND LLC	987364		

CONCEPT PLAN



ZONING MAP



Case # Z-2023-30
September 22, 2023

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 26th day of October, 2023.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of August, 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 2nd day of November, 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 2nd day of November, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land, from the Agricultural Open (AO) district to the Planned Development (PDD-184) district.

Legal description being 225.95 acres out of the northwest quarter of Blind Asylum Lands Section 46 in Taylor County, TX.

Located at 2070 Zoo Lane and 1042 Loop 322., Abilene, Taylor County, Texas.

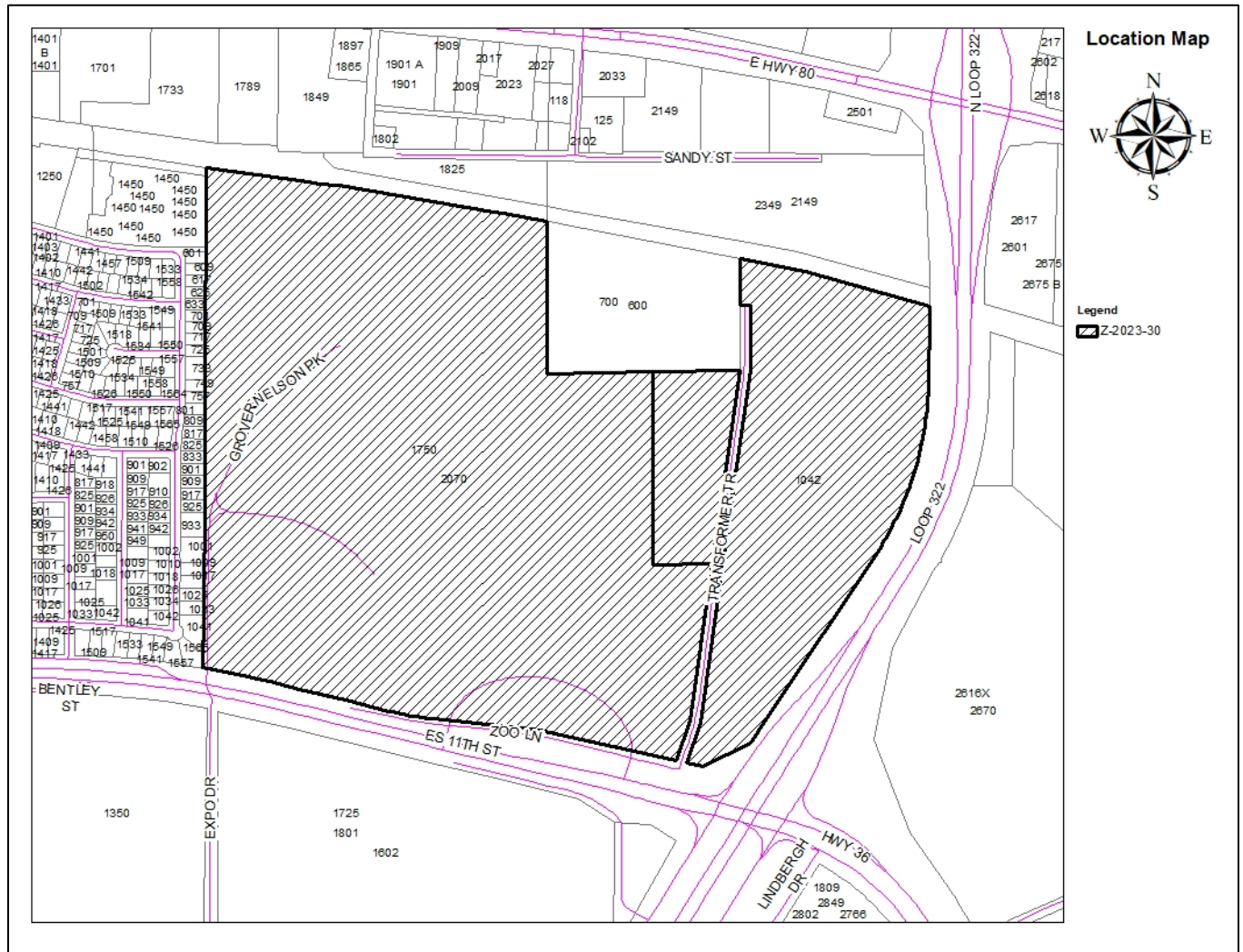


EXHIBIT B

Proposed Base Zoning District, Land Uses, and Specific Modifications

Base Zoning –

- The base zoning districts of the property in PDD-184 shall be Agricultural Open (AO) and General Commercial (GC), as shown in Exhibit B.
- The precise boundary between the two base zoning districts shall be established by a plat that is generally consistent conceptual boundary show in Exhibit B.

Permitted Uses –

- All uses permitted by right in the Agricultural Open (AO) zoning district and General Commercial (GC) zoning district, as each may be amended, shall be permitted within each specific base zoning district.

Building Setbacks –

- Building setbacks shall be 10' from interior side and rear yard.
- Lots located along a street frontage shall provide a front yard setback that is consistent with the requirements of the Land Development Code
- Lots that do not have street frontage shall provide a 10' front yard setback.

Lot Requirements –

- All lots in PDD-184 are not required to have street frontage.
- Access easements shall be required to be dedicated by a plat amendment to any lot that does not have street frontage.
- Lots in the within the GC base zoning district shall not be required to comply with any lot width, lot depth, or minimum floor area ratio (FAR) requirements.

Buffer Yards –

- If a property in the GC base zoning district adjoins a property in the AO base zoning district, a buffer yard shall not be required.
- Buffer yards shall be required whenever any property in PDD-184 adjoins any residential zoning district, including the AO district, outside of PDD-184.

Signs –

- Signs in PDD-184 shall be subject to all applicable Sign Regulations.
- The use of group signs for any uses within PDD-184 shall be permitted.

Platting –

- A plat of PDD-184 shall be recorded within one (1) year of the approval of PDD-184 by City Council.

ORDINANCE NO. _____

EXHIBIT C

Concept Plan



-END-



REZONE REQUEST

Case: Z-2023-30

Owner: City of Abilene

Agent: Jacob & Martin

Request: Rezone from AO to PDD-184

Location: 2070 Zoo Lane and 1042 Loop 322

Notification: 1 in Favor, 3 Opposed

Parks Board: September 19, 2023

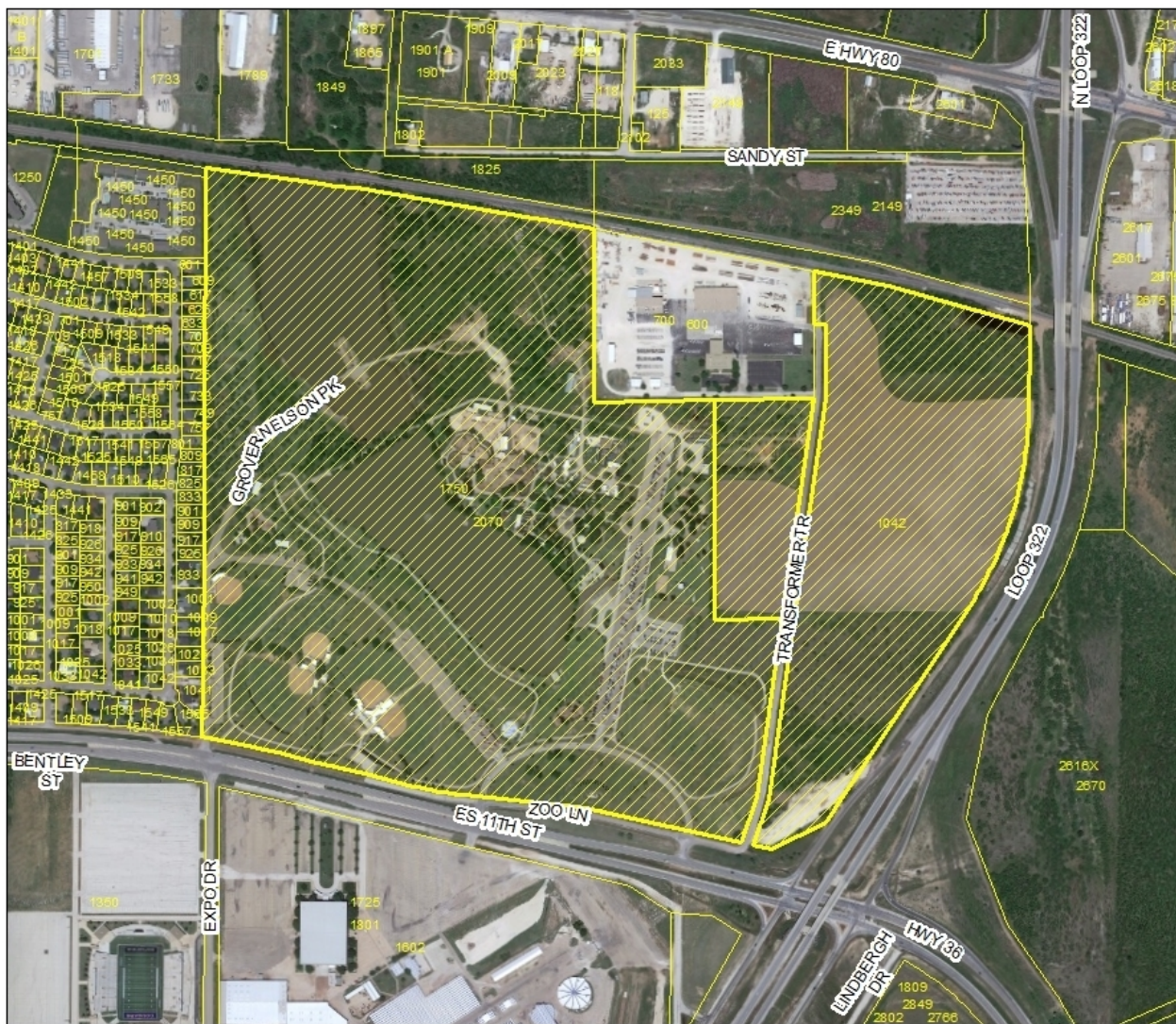
Planning & Zoning: October 3, 2023

City Council Hearing: October 26, 2023
November 2, 2023





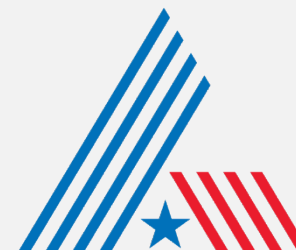
AERIAL LOCATION MAP



Aerial Map



Legend
Z-2023-30
Courier Parcels



CITY OF
ABILENE
TEXAS



ZONING MAP

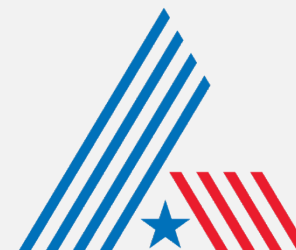


Zoning Map



Legend

- Z-2023-30
- Arterial
- Collector
- Expressway
- Collector
- AO - Agricultural
- Open Space
- RS-6: Residential Single-Family
- MD: Medium Density Residential
- MF: Multi-Family Residential
- HC: Heavy Commercial
- LI: Light Industrial
- HI: Heavy Industrial
- PD: Planned Development



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)

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

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

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 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

C
TP

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





CONCEPTUAL PLAN



CITY OF
ABILENE
TEXAS



VIEWS OF SUBJECT PROPERTY



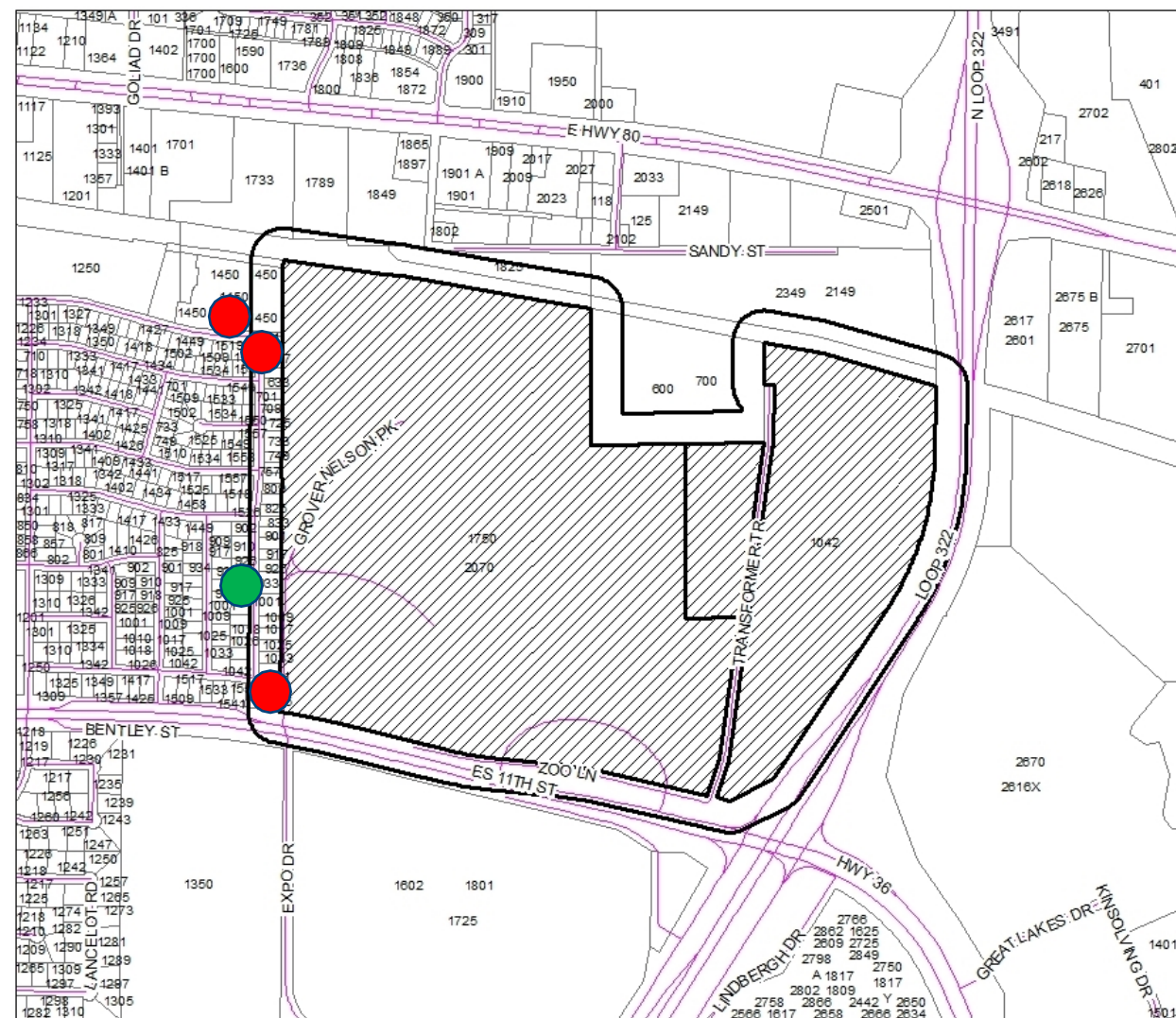


VIEWS OF NEIGHBORING PROPERTY





NOTIFICATION AREA MAP

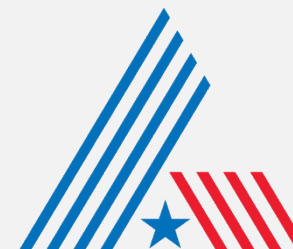


Notification Map



Legend
Z-2023-30
Notification Area

1- In Favor-
3- Opposed-
0.62% Opposed



CITY OF
ABILENE
TEXAS



FINDINGS

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.





RECOMMENDATIONS

Parks Board Recommendation: **Approval** subject to the conditions of the P&Z Recommendation.

P&Z Recommendation: **Approval**, subject to the following conditions:

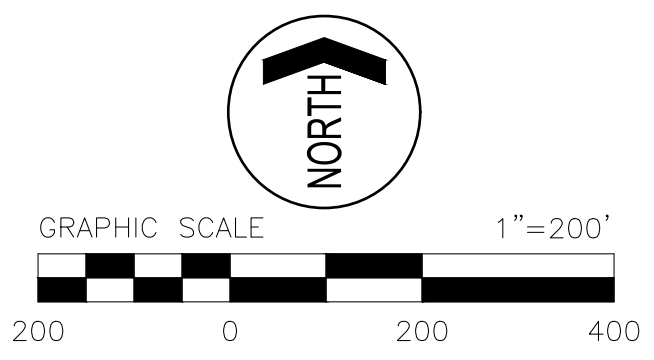
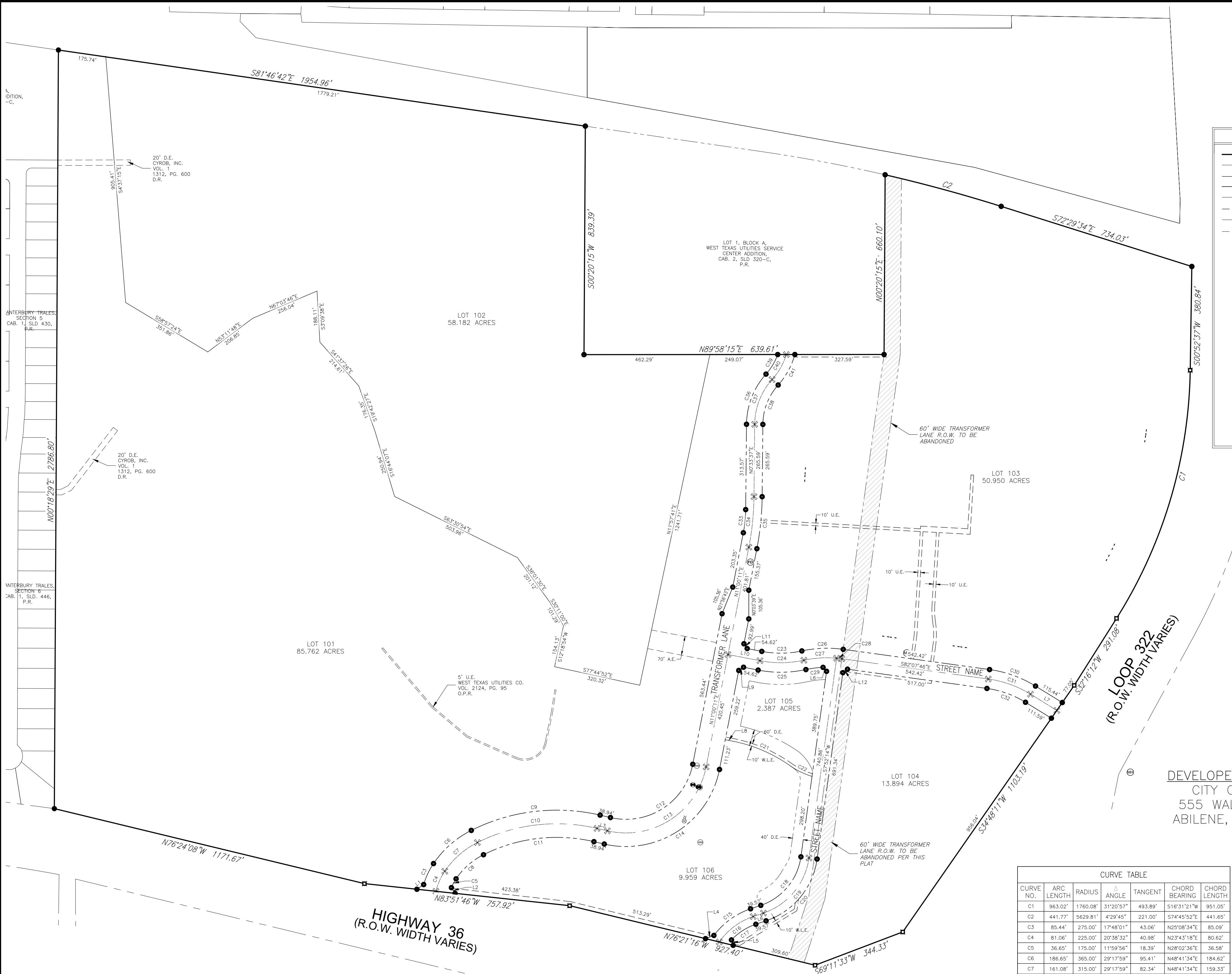
1. The use and development of PDD-184 shall be subject to the proposed ordinance.
2. A plat of PDD-184 shall be filed within one (1) year from the date in which the PDD is approved by City Council.





Questions?





LEGEND

- SUBDIVISION BOUNDARY
- ADJACENT PROPERTY
- PROPOSED LOT LINES
- PROP. STREET R.O.W.
- EXIST. STREET R.O.W.
- PROP. UTILITY EASEMENTS
- PROP. DRAINAGE EASEMENTS
- EXIST. UTILITY EASEMENTS

● SET 1/2 INCH REBAR ROD WITH PLASTIC CAP STAMPED "J&M BOUNDARY"

✱ SET MAGNAIL WITH METAL WASHER

● FOUND 1/2 INCH REBAR ROD WITH PLASTIC CAP STAMPED "H&T" (UNLESS OTHERWISE NOTED)

■ FOUND TXDOT CONCRETE MONUMENT

A.E. = ACCESS EASEMENTS
U.E. = UTILITY EASEMENTS
D.E. = DRAINAGE EASEMENTS
S.L.E. = STREET LIGHT EASEMENTS
N.A.E. = NON-ACCESS EASEMENTS
D.R. = DEED RECORDS, TAYLOR CO., TX.
P.R. = PLAT RECORDS, TAYLOR CO., TX.
O.P.R. = OFFICIAL PUBLIC RECORDS, TAYLOR CO., TEXAS

PLAT NOTES:

1. AREA OF SUBDIVISION = 230.206 ACRES, AREA OF ALL PUBLIC R.O.W. DEDICATIONS IS 9.073 ACRES.
2. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100-YEAR FLOODPLAIN ACCORDING TO TAYLOR COUNTY FEMA FIRM MAP NO. XXXXXXXX EFFECTIVE JANUARY 6, 2012.
3. NO LAND WITHIN THIS SUBDIVISION WILL BE DEDICATED FOR PARKS, OR OPEN SPACE.
4. THIS SUBDIVISION IS LOCATED ENTIRELY WITHIN THE CITY LIMITS OF THE CITY OF ABILENE, TEXAS.
5. BUILDING SETBACK LINES SHALL COMPLY WITH CURRENT CITY OF ABILENE ZONING REGULATIONS.
6. UPON COMPLETION OF THE SUBDIVISION STREETS, BURIED UTILITIES, AND FINAL GRADING, MONUMENTATION WILL BE SET AS FOLLOWS: CENTERLINE MARKERS ARE MAG-NAILS WITH WASHERS; LOT CORNERS ARE 1/2" REBAR RODS WITH PLASTIC CAPS STAMPED "J&M BOUNDARY"
7. IF OBSTACLES (FENCES, TRANSFORMERS, OPEN TRENCHES, ETC.) ARE ENCOUNTERED DURING THE COURSE OF SETTING MONUMENTATION, THOSE AFFECTED LOT CORNERS WILL BE SET AT AN OFFSET ALONG THEIR RESPECTIVE LOT LINES AT A WHOLE FOOT INTERVAL BETWEEN 1 AND 6 FEET. SURVEYOR WILL SET SAID OFFSET AS CLOSE AS PRACTICAL TO ACTUAL LOT CORNER AND WILL KEEP RECORD OF THE FINAL STAKED LOCATION.

BASIS OF BEARINGS:
BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED ON GRID NORTH REFERENCE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, AND NAD 83 AS DETERMINED FROM GPS SURVEY DATA. DISTANCES CAN BE CONVERTED TO SURFACE BY MULTIPLYING EACH BY THE COMBINED SCALE FACTOR OF 1.000142119.

FINISHED FLOOR ELEVATION:
ALL FINISHED FLOOR ELEVATIONS SHALL BE 18" MINIMUM ABOVE THE HIGHEST ADJACENT STREET CURB AND 12" MINIMUM ABOVE THE HIGHEST ADJACENT GROUND ELEVATION.

NELSON PARK SUBDIVISION REPLAT
BEING A REPLAT OF ALL OF LOT 1, BLOCK A,
NELSON PARK SUBDIVISION AND 173.934 ACRES OUT
OF THE SW/4 OF SECTION NO. 46, BLIND ASYLUM
LANDS, ABSTRACT NO. 631, & NW/4 OF SECTION
NO. 46, BLIND ASYLUM LANDS, ABSTRACT NO. 882,
CITY OF ABILENE,
TAYLOR COUNTY, TEXAS

CURVE TABLE					
CURVE NO.	ARC LENGTH	RADIUS	ANGLE	TANGENT	CHORD BEARING
C1	963.02'	1760.08'	31°20'57"	493.89'	S16°31'21"W
C2	441.77'	5629.81'	4°29'45"	221.00'	S74°45'52"E
C3	85.44'	275.00'	17°48'01"	43.06'	N25°08'34"E
C4	81.06'	225.00'	20°38'32"	40.98'	N23°43'18"E
C5	36.65'	175.00'	11°59'56"	18.39'	N28°02'36"E
C6	186.65'	365.00'	29°17'59"	95.41'	N48°41'34"E
C7	161.08'	315.00'	29°17'59"	82.34'	N48°41'34"E
C8	135.51'	265.00'	29°17'59"	69.27'	N48°41'34"E
C9	486.15'	700.00'	39°47'31"	253.34'	N8°14'19"E
C10	451.43'	650.00'	39°47'31"	235.25'	N8°14'19"E
C11	416.70'	600.00'	39°47'31"	217.15'	N8°14'19"E
C12	402.00'	250.00'	92°07'53"	259.48'	N57°04'08"E
C13	482.40'	300.00'	92°07'53"	311.37'	N57°04'08"E
C14	562.80'	350.00'	92°07'53"	363.27'	N57°04'08"E
C15	168.94'	280.00'	34°34'11"	87.13'	S53°59'51"W
C16	158.31'	250.00'	36°16'54"	81.91'	S53°08'30"W
C17	107.44'	220.00'	27°58'56"	54.82'	S57°17'29"W
C18	243.48'	220.00'	63°24'42"	135.91'	S39°34'35"W
C19	276.69'	250.00'	63°24'42"	154.44'	S39°34'35"W
C20	309.89'	280.00'	63°24'42"	172.97'	S39°34'35"W
C21	231.36'	548.42'	24°10'17"	117.43'	S66°54'41"E

CURVE TABLE					
CURVE NO.	ARC LENGTH	RADIUS	ANGLE	TANGENT	CHORD BEARING
C22	90.36'	281.77'	16°22'25"	45.57'	S63°54'26"E
C23	148.21'	365.00'	23°15'56"	75.14'	S89°22'13"W
C24	162.42'	400.00'	23°15'56"	82.35'	N89°22'13"E
C25	176.64'	435.00'	23°15'56"	89.55'	N89°22'13"E
C26	152.85'	435.00'	20°07'59"	77.22'	S87°48'14"W
C27	120.97'	400.00'	17°19'37"	60.95'	N86°24'03"E
C28	19.59'	400.00'	2°48'22"	9.80'	S83°31'57"E
C29	63.52'	365.00'	9°58'16"	31.64'	N82°43'23"E
C30	180.61'	435.00'	23°47'19"	91.62'	N70°14'06"W
C31	166.08'	400.00'	23°47'19"	84.25'	S70°14'06"E
C32	151.55'	365.00'	23°47'19"	76.88'	N70°14'06"W
C33	85.66'	470.00'	10°26'34"	42.95'	N5°46'54"E
C34	186.82'	1025.00'	10°26'34"	93.67'	N5°46'54"E
C35	192.28'	1055.00'	10°26'34"	96.41'	N5°46'54"E
C36	201.93'	280.00'	41°19'17"	105.58'	N21°13'16"E
C37	180.30'	250.00'	41°19'17"	94.27'	N21°13'16"E
C38	158.66'	220.00'	41°19'17"	82.96'	N21°13'16"E
C39	84.34'	220.00'	21°57'56"	42.69'	N30°53'56"E
C40	106.65'	250.00'	24°26'31"	54.15'	N29°39'39"E
C41	128.84'	280.00'	26°21'51"	65.58'	N28°41'59"E

PLANNING COMMISSION
THIS PLAT IS HEREBY APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF ABILENE, TEXAS AND THE COUNTY CLERK IS HEREBY AUTHORIZED TO FILE SAID PLAT IN ACCORDANCE WITH THE TEXAS LOCAL GOVERNMENT CODE CHAPTER 212, SUBCHAPTER A, AS AMENDED.

PLANNING DIRECTOR
FILED WITH PLANNING DIRECTOR, CITY OF ABILENE, TEXAS.

DATE
CHAIRMAN
ATTEST
SECRETARY

DATE
PLANNING DIRECTOR

COUNTY CLERK
I CERTIFY THAT THE SUBDIVISION PLAT DESCRIBED HEREIN WAS FILED FOR RECORD ON

DATE
FILE NUMBER
COUNTY CLERK
COUNTY TEXAS
DEPUTY

DIRECTOR OF PUBLIC WORKS
THE DEDICATION FILED, IN CONNECTION WITH THIS PLAT IS HEREBY APPROVED AND ALL STREETS, ALLEYS, AND PUBLIC AREAS SHOWN HEREON ARE HEREBY ACCEPTED ON BEHALF OF THE PUBLIC BY THE DIRECTOR OF PUBLIC WORKS OF THE CITY OF ABILENE, TEXAS.

DATE
DIRECTOR OF PUBLIC WORKS

OWNER'S CERTIFICATE AND DEDICATION
THE UNDERSIGNED MANAGER OF THE HEREINAFTER DESCRIBED REAL PROPERTY HAS CAUSED SUCH PROPERTY TO BE SURVEYED AND PLATTED AND TO BE SUBDIVIDED INTO BLOCKS, LOTS, STREETS AND ALLEYS UNDER THE NAME OF
NELSON PARK SUBDIVISION REPLAT
BEING A REPLAT OF ALL OF LOT 1,
BLOCK A, NELSON PARK SUBDIVISION
AND 173.934 ACRES OUT OF THE SW/4
OF SECTION NO. 46, BLIND ASYLUM
LANDS, ABSTRACT NO. 631, & NW/4
OF SECTION NO. 46, BLIND ASYLUM
LANDS, ABSTRACT NO. 882,
CITY OF ABILENE,
TAYLOR COUNTY, TEXAS
AS SHOWN ON THE ATTACHED PLAT AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER FOR ALL PUBLIC PURPOSES THE STREETS, ALLEYS, LANES, EASEMENTS, PARKS AND OTHER PUBLIC LANDS SHOWN THEREON. THE LANDS INCLUDED WITHIN SUCH PLAT OR SUBDIVISION ARE DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
SEE ATTACHED METES & BOUNDS DESCRIPTION
EXECUTED THIS _____ DAY OF _____ A.D. 2023
ROBERT HANNA
CITY MANAGER, CITY OF ABILENE

ACKNOWLEDGEMENT
THE STATE OF TEXAS:
COUNTY OF TAYLOR:
BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED
ROBERT HANNA
KNOWN TO ME TO BE THE PERSON AND MANAGER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF THE SAID
CITY OF ABILENE
A LIMITED LIABILITY CORPORATION, AND THAT HE EXECUTED THE SAME AS THE ACT OF SUCH CORPORATION FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATES.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ A.D. 2023
TAYLOR
COUNTY TEXAS

GENERAL NOTES
ACREAGE: 230.206 ACRES
SCALE: _____ SMALLEST LOT: _____ ACRES LARGEST LOT: _____ ACRES
LOT WIDTH: MIN _____ MAX _____ LOT DEPTH: MIN _____ MAX _____
CONCRETE MONUMENT FOUND (SYMBOL) CENTERLINE MARKER SET (SYMBOL)

SURVEYOR CERTIFICATE AND PLAT DESCRIPTION
CERTIFICATION
I HEREBY CERTIFY THAT THE PLAT SUBMITTED HERewith REPRESENTS A TRUE SURVEY MADE BY THE UNDERSIGNED OR UNDER MY SUPERVISION ON THE GROUND AND THAT PERMANENT MARKERS AND MONUMENTS HAVE BEEN SET AS INDICATED ON THE PLAT AND IN ACCORDANCE WITH THE "SUBDIVISION REGULATIONS" OF THE CITY OF ABILENE.
PLAT DESCRIPTION:
NELSON PARK SUBDIVISION REPLAT
BEING A REPLAT OF ALL OF LOT 1,
BLOCK A, NELSON PARK SUBDIVISION
AND 173.934 ACRES OUT OF THE SW/4
OF SECTION NO. 46, BLIND ASYLUM
LANDS, ABSTRACT NO. 631, & NW/4
OF SECTION NO. 46, BLIND ASYLUM
LANDS, ABSTRACT NO. 882,
CITY OF ABILENE,
TAYLOR COUNTY, TEXAS
PRELIMINARY
This document shall not be recorded for any purpose.
SIGNATURE
(PRINT)
REGISTERED PROFESSIONAL LAND SURVEYOR
DATE

JACOB MARTIN
TBPELS FIRM # 10194493
3465 CURRY LANE
ABILENE, TX 79606
325-695-1070
1508 SANTA FE DR, STE 204
WEATHERFORD, TX 76086
817-594-9880
4920 S. LOOP 289, STE 104
LUBBOCK, TX 79414
806-368-6375

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

CASE #: Z-2023-30

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

Name: PALLAREZ LUPE

Parcel I.D.: 69912

Address: 1001 PARSONS RD

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

Email: planning@abilenetx.gov

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: _____



AUG 31 10:27

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

CASE #: Z-2023-30

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

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

I am in favor ☐

Additional Comments:

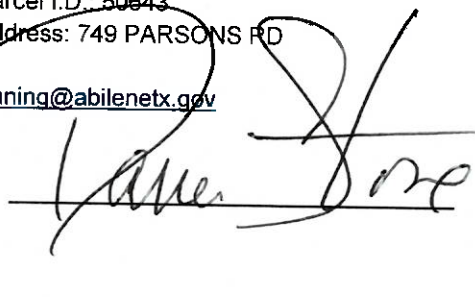
I am opposed ☒

Name: STONE DARREN LANE &

Parcel I.D.: 50643

Address: 749 PARSONS RD

Email: planning@abilenetx.gov

Signature: 

OCT 3 AM 9:17

SEP 5 AM 9:11

CASE #: Z-2023-30

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

Name: POWELL BONNIE
Parcel I.D.: 67178
Address: 942 PARSONS RD

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

Email: planning@abilenetx.gov

I am in favor ☒

I am opposed ☐

Additional Comments:

Signature:

Bonnie Powell
Byzogowska

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

CASE #: Z-2023-30

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

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

I am in favor ☐

I am opposed ☒

Additional Comments:

NO

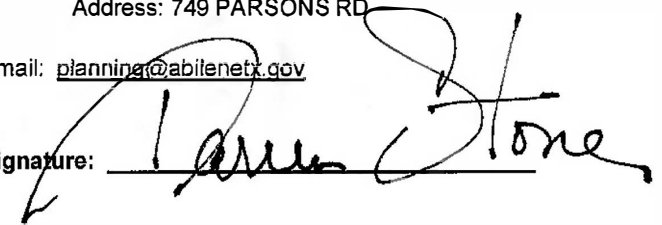
Name: STONE DARREN LANE &

Parcel I.D.: 50643

Address: 749 PARSONS RD

Email: planning@abilenetx.gov

Signature:



AUG 31 AM 10:27

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

CASE #: Z-2023-30

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

Name: MUHLEMAN JOHN W III
Parcel I.D.: 70881
Address: 833 PARSONS RD

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

Email: planning@abilenetx.gov

I am in favor ☐

I am opposed ☒

Additional Comments:

Signature: John W Muhleman III

AUG 29 AM 8:57

OCT 13 AM 9:43

CASE #: Z-2023-30

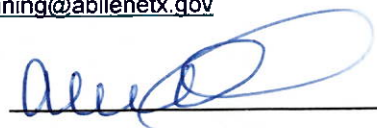
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below.
You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: SMITH JEREMIAH C & ALEXANDRA C
Parcel I.D.: 68893
Address: 1557 SQUIRES RD

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

Email: planning@abilenetx.gov

I am in favor ☐ I am opposed ☒
Additional Comments:

Signature: 
Alexandra C Smith

I am opposed to this rezoning and the continuous borrowing of funds from tax payers who foot the bill for tourism, etc when the zoo & other expansions (ex. the expo center) should pay for their own upgrades.

over →

CASE #: Z-2023-30

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

Name: BUTLER MICHAEL S
Parcel I.D.: 113863
Address: 1533 YEOMANS RD

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

Email: planning@abilenetx.gov

I am in favor ☐

I am opposed ☒

Additional Comments:

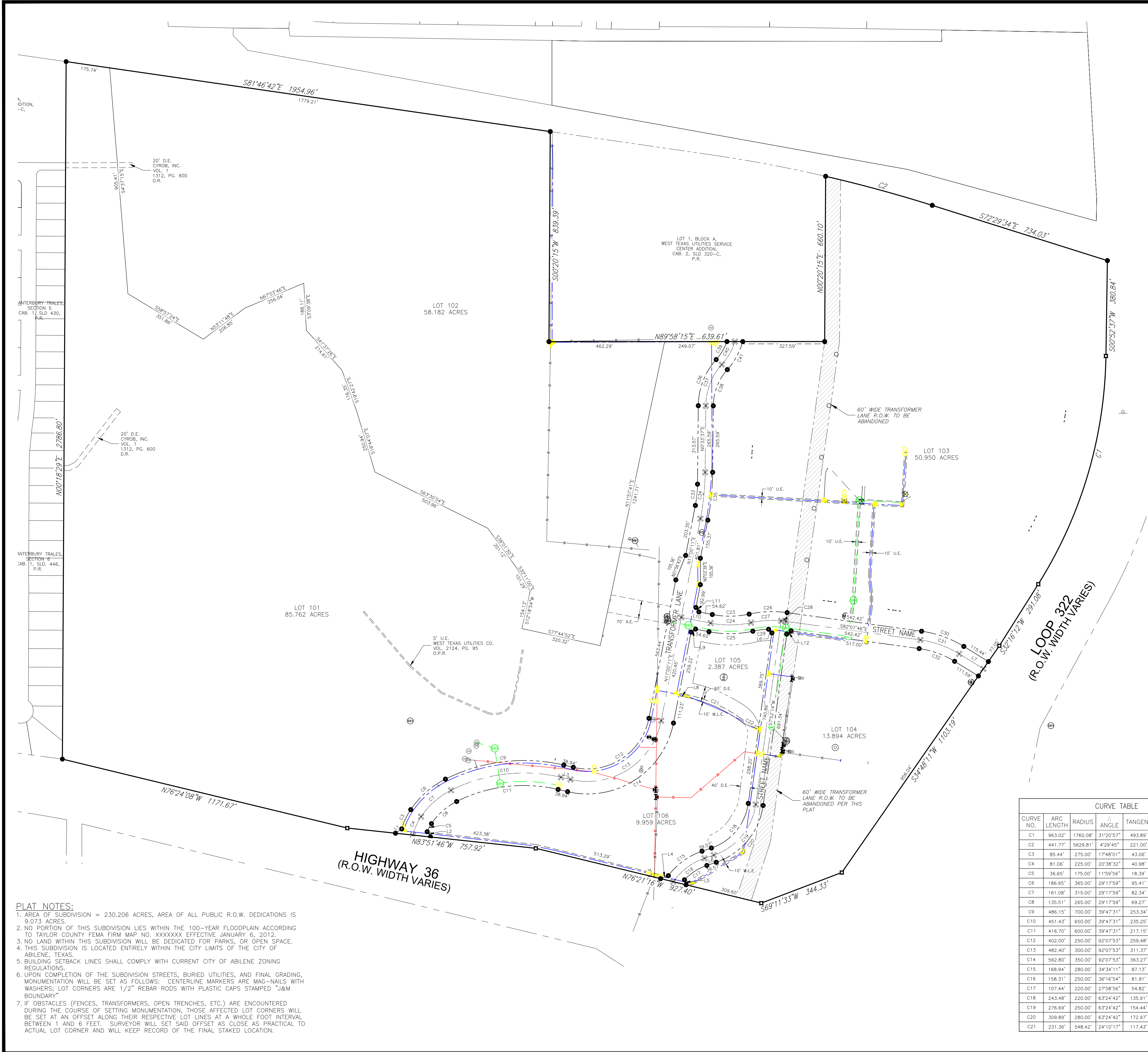
Signature: _____

Helen Butler

signing for Michael Butler

① I called to ask what was being developed and was told "I don't know" built or how the land would be know and can I talk to that person was told "I don't know" and when I asked who did the info I needed is not available I oppose development of property

② Has the city taken into consideration when the area's construction starts the number and variety that will inundate our neighborhood & similar to when the Canterbury Crossing and Lexington Crossing ¹⁷²⁵ were built with no office of rats, mice, snakes, skunks, raccoons, possum and fox, basically vermin that is in the undeveloped area. Will the city attempt to remove these critters prior to building? Will the city set up traps and or poison to catch/kill these critters? Sounds like too many ideas in theory but no reality checks.



PLAT NOTES:
1. AREA OF SUBDIVISION = 230.206 ACRES, AREA OF ALL PUBLIC R.O.W. DEDICATIONS IS 9.073 ACRES
2. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100-YEAR FLOODPLAIN ACCORDING TO TAYLOR COUNTY FEMA FIRM MAP NO. XXXXXXXX EFFECTIVE JANUARY 6, 2012.
3. NO LAND WITHIN THIS SUBDIVISION WILL BE DEDICATED FOR PARKS, OR OPEN SPACE.
4. THIS SUBDIVISION IS LOCATED ENTIRELY WITHIN THE CITY LIMITS OF THE CITY OF ABILENE, TEXAS.
5. BUILDING SETBACK LINES SHALL COMPLY WITH CURRENT CITY OF ABILENE ZONING REGULATIONS.
6. UPON COMPLETION OF THE SUBDIVISION STREETS, BURIED UTILITIES, AND FINAL GRADING, MONUMENTATION WILL BE SET AS FOLLOWS: CENTERLINE MARKERS ARE MAG-NAILS WITH WASHERS; LOT CORNERS ARE 1/2" REBAR RODS WITH PLASTIC CAPS STAMPED "J&M BOUNDARY"
7. IF OBSTACLES (FENCES, TRANSFORMERS, OPEN TRENCHES, ETC.) ARE ENCOUNTERED DURING THE COURSE OF SETTING MONUMENTATION, THOSE AFFECTED LOT CORNERS WILL BE SET AT AN OFFSET ALONG THEIR RESPECTIVE LOT LINES AT A WHOLE FOOT INTERVAL BETWEEN 1 AND 6 FEET. SURVEYOR WILL SET SAID OFFSET AS CLOSE AS PRACTICAL TO ACTUAL LOT CORNER AND WILL KEEP RECORD OF THE FINAL STAKED LOCATION.

LEGEND

SUBDIVISION BOUNDARY
ADJACENT PROPERTY
PROPOSED LOT LINES
PROP. STREET R.O.W.
EXIST. STREET R.O.W.
PROP. UTILITY EASEMENTS
PROP. DRAINAGE EASEMENTS
EXIST. UTILITY EASEMENTS

SET 1/2 INCH REBAR ROD WITH PLASTIC CAP STAMPED "J&M BOUNDARY"
SET MAGNAIL WITH METAL WASHER
FOUND 1/2 INCH REBAR ROD WITH PLASTIC CAP STAMPED "H&I" (UNLESS OTHERWISE NOTED)
FOUND TXDOT CONCRETE MONUMENT

A.E. = ACCESS EASEMENTS
U.E. = UTILITY EASEMENTS
D.E. = DRAINAGE EASEMENTS
S.L.E. = STREET LIGHT EASEMENTS
N.A.E. = NON-ACCESS EASEMENTS
D.R. = DEED RECORDS, TAYLOR CO., TX.
P.R. = PLAT RECORDS, TAYLOR CO., TX.
O.P.R. = OFFICIAL PUBLIC RECORDS, TAYLOR CO., TEXAS

DEVELOPER/SUBDIVIDER:
CITY OF ABILENE
555 WALNUT STREET
ABILENE, TEXAS 79601

LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	30.19'	N55°08'52"E
L2	25.00'	N32°32'50"W
L3	38.94'	S76°51'56"E
L4	32.97'	S69°09'20"W
L5	20.89'	S17°49'47"E
L6	39.57'	S71°16'56"W
L7	113.52'	S58°20'27"E
L8	27.03'	S78°59'49"E
L9	21.21'	N56°00'11"E
L10	119.82'	S78°59'49"E
L11	21.21'	N33°59'49"W

CURVE TABLE				
CURVE NO.	ARC LENGTH	RADIUS	ANGLE	TANGENT
C1	963.02'	1760.08'	31°20'57"	493.89'
C2	441.77'	5629.81'	4°29'45"	221.00'
C3	85.44'	275.00'	17°48'01"	43.06'
C4	81.06'	225.00'	20°38'32"	40.98'
C5	36.65'	175.00'	11°59'58"	18.39'
C6	186.65'	365.00'	29°17'59"	95.41'
C7	161.08'	315.00'	29°17'59"	82.34'
C8	135.51'	265.00'	29°17'59"	69.27'
C9	486.15'	700.00'	39°47'31"	253.34'
C10	451.43'	650.00'	39°47'31"	235.25'
C11	416.70'	600.00'	39°47'31"	217.15'
C12	402.00'	250.00'	92°07'53"	259.48'
C13	482.40'	300.00'	92°07'53"	311.37'
C14	562.80'	350.00'	92°07'53"	363.27'
C15	168.94'	280.00'	34°34'11"	87.13'
C16	158.31'	250.00'	36°16'54"	81.91'
C17	107.44'	220.00'	27°58'56"	54.82'
C18	243.48'	220.00'	63°24'42"	135.91'
C19	276.69'	250.00'	63°24'42"	154.44'
C20	309.89'	280.00'	63°24'42"	172.97'
C21	231.36'	548.42'	24°10'13"	117.43'

CURVE TABLE				
CURVE NO.	ARC LENGTH	RADIUS	ANGLE	TANGENT
C22	90.36'	281.77'	18°22'28"	45.53'
C23	148.21'	365.00'	23°15'56"	75.14'
C24	162.42'	400.00'	23°15'56"	82.35'
C25	176.64'	435.00'	23°15'56"	89.55'
C26	152.85'	435.00'	20°07'59"	77.22'
C27	120.97'	400.00'	17°19'37"	60.95'
C28	19.59'	400.00'	2°48'22"	9.80'
C29	63.52'	365.00'	9°58'16"	31.84'
C30	180.61'	435.00'	23°47'19"	91.62'
C31	166.08'	400.00'	23°47'19"	84.25'
C32	151.55'	365.00'	23°47'19"	76.88'
C33	85.66'	470.00'	10°26'34"	42.95'
C34	186.82'	1025.00'	10°26'34"	93.67'
C35	192.28'	1055.00'	10°26'34"	96.41'
C36	201.93'	280.00'	41°19'17"	105.58'
C37	180.30'	250.00'	41°19'17"	94.27'
C38	158.66'	220.00'	41°19'17"	82.96'
C39	84.34'	220.00'	21°59'56"	42.69'
C40	106.65'	250.00'	24°26'31"	54.15'
C41	128.84'	280.00'	26°21'51"	65.58'

3465 CURRY LANE
ABILENE, TX 79606
325-696-1070

1508 SANTA FE DR, STE 204
WILKINSON, TX 76066
817-594-9880

4920 S LOOP 289, STE 104
LUBBOCK, TX 79414
806-368-6375

JACOB MARTIN

TBPELS FIRM # 10194493

CITY, STATE

NELSON PARK SUBDIVISION REPLAT

CONSTRUCTION DRAWINGS

PRELIMINARY PLAT

SCALE 1" = 200'

DATE

NO. REVISION

PROJECT # 22252

DESIGNED C.F.

DRAWN L.A.

CHECKED C.F.

SHEET 1

SEQ. 1 OF 1

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.
CHECK SCALE & ADJUST ACCORDINGLY.

PRELIMINARY
This document shall not be
recorded for any purpose.



**City Council
Agenda Memo**

City Council Meeting Date: 10/26/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **12. Ordinance (First Reading) Z-2023-32:** Receive a Report, Hold a Discussion and Take Action on a request from Weatherbee Construction Inc, represented by Civetta Solutions LLC, to amend the terms and conditions and concept plan of Planned Development District 104. Specifically, to allow Self-storage and General Commercial uses in Tract 2 and to remove Exhibit C to expand the scope of the permitted uses in Tract 1. Located on the west side of Oldham Lane from S. 27th to Loop 322. *(Tim Littlejohn)*

GENERAL INFORMATION

The subject property encompasses PD-104, which is a mixed-use residential, office, and retail development governed by a Concept Plan and development regulations. The applicant proposes to:

1. Revise the base zoning of Tract 2 from Office (O) to General Commercial (GC); and
2. Revise the remove All General Retail (GR) uses in Tract 1, without limitations.

SPECIAL CONSIDERATIONS

The subject property was zoned as PD-104 in 2006 to create a mixed-use development, to allow uses in the Medium Density (MD), Residential Single-family (RS), Office (O), and General Retail (GR) zoning districts.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval** subject to the following conditions:

1. The base zoning of Tract 1 shall be General Retail (GR), without any GR use limitations.
2. The base zoning of Tract 2 shall be General Retail (GR), with self-storage being an additional permitted use.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-0.

ATTACHMENTS:

1. Z-2023-32 Ordinance PD-104
2. Z-2023-32 Ordinance PD-104 EXHIBIT A REVISIONS
3. Staff Report
4. Ordinance 24-2006
5. 57-2015_PD_104_Storage Units
6. 062-2021 - Amending PD-104
7. 043-2022 - Amending LDC concerning PD-104 and Ordinance No 24-2006
8. Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, CONCERNING PDD-104, A PLANNED DEVELOPMENT DISTRICT, AND ORDINANCES 24-2006, 57-2015, 62-2021, AND 43-2002; 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, Ordinance No. 24-2006, Ordinance 57-2015, Ordinance No. 62-2021 and Ordinance 43-2022, are hereby amended, replaced and combined 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 26th day of October, 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 15th day of September, 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 2nd day of November, 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 2nd day of November, 2023.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

Exhibit "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in possession of the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All development in the Planned Development District shall be in accordance with any maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development District and are hereby incorporated by reference and included as part of this ordinance.

All use and development within the Planned Development District must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in the herein said Planned Development District shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 2, Land Development Code, known as the Zoning Ordinance of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From AO (Agricultural Open Space) to PDD (Planned Development District).

That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PART 5: Legal Description. The legal description of this PDD is as follows:

ORDINANCE NO. _____
EXHIBIT "A"
PAGE 2

BEING 84.29 acres of land and being out of the Northeast 1/4 of Section 62, Abstract 781, Blind Asylum Lands, Taylor County, Texas, said Northeast 1/4 being part of that same tract conveyed unto the State of Texas from the City of Abilene and recorded in Volume 14, Page 127, Deed Records, Taylor County, Texas, said 84.29 acre tract being more particularly described as follows:

BEGINNING at a 3/8" rebar found at the Southwest corner of the Northeast 1/4 of said Section 62 for the Southwest corner of this tract, the Northeast corner of a 48.37 acre tract recorded in Volume 3010, Page 154, Official Public Records, Taylor County, Texas and the Northwest corner of a 13.37 acre tract surveyed by Williams Surveying Company on June 22, 2005, said point of beginning also bears S19°50'W 1756.95 feet from City of Abilene Survey Marker # 48 which has a posted position by the City of Abilene as: Texas Plane Coordinates, N. C. Zone, X = 1316698.83, Y = 278803.50.

THENCE N0°05'23"W 836.78 feet to a 1/2" rebar set;

THENCE N87°54'18"E 939.06 feet to a 1/2" rebar set;

THENCE N41°31'05"W 300.67 feet to a 1/2" rebar set;

THENCE N10°59'00"E 699.0 feet to a 1/2" rebar set in a curve to the left on the SBL of South 27th Street for the most Northerly Northwest corner of this tract;

THENCE along the SBL of South 27th Street and said curve to the left having a radius of 1498.53 feet, a length of 375.04 feet and a chord bearing and distance of N51°47'58"E 374.06 feet to a 1/2" rebar set at the end of said curve to the left;

THENCE N44°37'47"E (N45°20'E = record bearing) 253.10 feet along the SBL of said street to a 1/2" rebar set at the beginning of a curve to the right;

THENCE along the SBL of said street and said curve to the right having a radius of 1274.55 feet, a length of 854.82 feet, and a chord bearing and distance of N63°50'36"E 838.89 feet to a 1/2" rebar set for the most Northerly Northeast corner of this tract;

THENCE S9°19'31"E 383.10 feet to a 1/2" rebar set;

THENCE S89°48'14"E 426.27 feet to a 1/2" rebar set on the WBL of F. M. Highway 1750 (A.K.A. Oldham Lane) for the most Easterly Northeast corner of this tract;

THENCE S0°31'24"E (S0°30'E = record bearing) along the WBL of said highway at 215.07 feet pass an existing concrete highway monument and continue along for a total distance of 939.58 feet to an existing concrete highway monument on the Northwest boundary line of State Highway Loop 322;

THENCE S60°24'04"W (S40°40.7'W = record bearing) 513.45 feet (513.51 = record distance) along the Northwest boundary line of said Loop 322 to an existing concrete highway monument;

THENCE S44°05'09"W (S44°11.9'W = record bearing) 1079.66 feet along the Northwest boundary line of said Loop 322 to an existing concrete highway monument;

THENCE S33°34'19"W (S33°25.9'W = record bearing) 238.20 feet along the Northwest boundary line of said Loop 322 to a 1/2" rebar found at the Northeast corner of said 13.37 acre tract and the Southeast corner of this tract;

THENCE S89°13'35"W (S89°13'20"W = record bearing) 1263.47 feet (Bearing Basis Line, Bearings determined by GPS observations using Trimble 4700 receivers.) along the NBL of said 13.37 acre tract to the place of beginning and containing 84.29 acres of land.

Tract 6

BEING 14.34 acres of land and being out of the Northeast 1/4 of Section 62, Abstract 781, Blind Asylum Lands, Taylor County, Texas, said Northeast 1/4 being part of that same tract conveyed unto the State of Texas from the City of Abilene and recorded in Volume 14, Page 127, Deed Records, Taylor County, Texas, said 14.34 acre tract being more particularly described as follows:

BEGINNING at a set 1/2" rebar on the WBL of said Northeast 1/4 of Section 62, from whence a 3/8" rebar found at the Southwest corner of the Northeast 1/4 of said Section 62 and the Northeast corner of a 48.37 acre tract recorded in Volume 3010, Page 154, Official Public Records, Taylor County, Texas, bears S0°05'23"E 836.78 feet;

ORDINANCE NO. _____
EXHIBIT "A"
PAGE 3

THENCE N0°05'23"W 730.53 feet to the SBL of South 27 th Street;
THENCE N89°37'47"E 110.65 feet along the SBL of South 27 th Street to the beginning of a curve to the left;
THENCE along said curve to the left with a radius of 1498.53 feet and a chord bearing and distance of N74°18'E 792.37 feet to a set 1/2" rebar at the most Northerly Northwest corner of an existing 84.29 acre tract;
THENCE along the Westerly boundary line of said 84.29 acre tract to set 1/2" rebars as follows:
S10°59'00"W 699.0 feet,
S41°31'05"E 300.67 feet and S87°54'18"W 939.06 feet to the place of beginning and containing 14.34 acres of land.

Location:

The west side of Oldham Lane between S. 27th Street and Loop 322

PART 6: Purpose. The purpose of the Planned Development District (PDD) request is to allow for mix of commercial and residential development: and related activities of a tract, which generally has not developed under present zoning and development procedures.

PART 7: Specific Modifications. The following regulations and the attached concept plan (Exhibit B) shall govern the use and development of this Planned Development District.

A. PERMITTED USES:

1. Tract 1:

- a. All uses permitted in the General Retail (GR) zoning district

2. Tract 2:

- a. Uses permitted in the GR zoning district
- b. Storage self-service units shall be a permitted use

3. Tract 3:

{a. Uses allowed in Residential Multi-Family (MF) zoning districts, subject to all standards ordinarily required thereof and of Part 7.B.14 of this ordinance, except the overall density of housing (on any one lot) shall not exceed 18 dwelling units per acre.

b. Self-service storage units, subject to all ordinary building and site development standards required thereof, as well as the following limitations:

(1) Outside storage (including storage of boats and other recreational vehicles) is not allowed.

(2) Fencing requirements:

(a) Chain-link fencing may be used on north and west sides only.

(b) No barbed or razor wire fencing may be used.

(c) Masonry or wrought-iron fencing may be used in any area.

(3) Sufficient containers for solid waste disposal must be provided and shall be fully screened from view of public rights-of-way or any roadway.

(4) Self-service storage building must be on concrete foundations, and all vehicle parking and maneuvering areas shall be improved with asphaltic or Portland cement binder pavement.}

4. Tract 4:

a. The use and development of land in Tract 4 shall be generally governed by the following three zoning classifications as well as by provisions expressed in Part 7.B.14 of this ordinance:

(1) Residential Medium-Density (MD) District, with allowances for development of conventional single-family housing to ordinary standards of RS-6 zoning districts, and with a restriction that no more than two (2) dwelling units are allowed on any one lot;

(2) Residential Townhome (TH) District, provided that any final subdivision plat (or replat) embracing lots intended for townhome dwellings must specifically identify and restrict those lots for such housing; and

(3) Residential Single-Family Patio Home (PH) District, provided that any final subdivision plat (or replat) embracing lots intended for patio home dwellings must specifically identify and restrict those lots for such housing.

5. Tract 5:

Shall develop under the provisions of the RM-2 district with the following exceptions:

- The maximum density shall be 18 units per acre
- Must meet the requirements of Part 7.B.14 of this ordinance

B. SITE DEVELOPMENT

1. Minimum Building Setbacks - Commercial Development and Residential:

- a. Along S. 27th St, Oldham Lane., Loop 322 and any future collector streets:
 - (1) 15 feet if entirely landscaped except for sidewalks and permitted driveways crossing perpendicular across the 15 feet
 - (2) 30 feet if parking is located in the front of the building
- b. Along interior streets: 20 feet
- c. All others setbacks: 10 feet

2. Maximum Structure Height: 35 feet and no more than 2 stories

3. Controlled ingress and egress:

- a. Maximum of two (2) driveways (curb cuts) off Oldham Lane
- b. Maximum of three (3) driveways (curb cuts) off Loop 322

4. Building Materials:

- a. This section does not apply to single-family residences or self-storage (see Section A.3 for self-storage requirements).
- b. A minimum of 80% of the exterior face of all structures shall be composed of brick, stone, or EIFS
- c. The remaining area of the building face shall be limited to glass, stucco, EIFS finishes, decorative block, or other similar materials.
- d. No metal panels of any kind used on exterior facade.
- e. Elevation plans shall be submitted, with the Site Plan, for review and approval by the Planning Director. Any variation from the materials listed above will be subject to review and may be permissible at the discretion of the Planning Director.
- f. Development of Tract 1 must have consistent and similar façades throughout the Tract.
- g. Development in Tract 2 must have a residential character to include the following:
 - A minimum roof pitch of 3:1
 - No metal roofing

- Overhead doors may not be visible from Oldham Lane

5. Off-street parking and Circulation:

- a. All parking areas shall comply with the provisions specified in the Zoning Ordinance.
- b. Truck loading areas shall be screened from street-side lot boundaries by an opaque wall or barrier at least 8 feet in height either of which must be constructed of solid materials compatible with the exterior face of the building. Such screening shall extend the full length of the loading areas, exclusive of maneuvering areas for trucks.
- c. Internal circulation of vehicular and pedestrian traffic shall be required between parcels within the development.

6. Driveway Access and Spacing

- a. Direct driveway access for lots developed with single-family, duplex, townhome, and patio home residential uses shall be prohibited onto any arterial street or the Loop 322 frontage road.
- b. Driveways along S. 27th St. shall be a minimum of 150' from the nearest street intersection (measured from the right-of-way line) and separated from the nearest driveway on either side of the same street by a minimum of 100 feet, unless they are located directly across from existing driveways.

7. Signage

- a. Signage within the PDD must comply with the requirements of the City's Sign Ordinance, except as modified by the following.
- b. Freestanding:
 - (1) Monument Signs: Each parcel that is less than one acre may have a maximum of one free-standing sign. Parcels of one or more acres may have a maximum of two free-standing signs. Such signs must be monument signs with a maximum height of 10 feet and a maximum area of 80 square feet.
 - (2) Group Pole Signs: In addition to any allowable monument signs, two group pole signs may be erected only along the Loop 322 frontage with a maximum height of 30 feet and a maximum area of 150 square feet.
- c. Wall Signs: Wall signage may not exceed 10% of the area of any wall on which the sign(s) is (are) located and cannot be attached to required screening.
- d. Banners: Banners shall only be located flat against the face of a building and shall count toward the maximum allowable wall signage. These shall only be allowed until permanent wall signage is installed, but in no case for more than 60 days.
- e. Prohibited Signs:
 - (1) Portable Signs
 - (2) Off-site Advertising
 - (3) Pennants, streamers, balloons, and similar devices

8. Landscaping and buffers

- a. This section does not apply to single-family residential development.
- b. Landscaping and buffering within the PDD must comply with the requirements of the City's Sign Ordinance, except as modified by the following.
- c. A minimum 15-foot wide landscaped area shall be provided along all street-side boundaries of the PDD. The landscaped area shall be located entirely on private property.
- d. In addition to the landscaped strip along the street-side boundaries, no less than five

- (5) percent of the remaining lot area shall be landscaped, which may include parking lot landscaping and grass areas. The remaining area shall be calculated by subtracting the area of the required landscaped strip from the total area of the PDD.
- e. Landscaping within the required 15-foot wide strip must consist of living materials and shall include at least 1 commercially balled tree and 2 shrubs per 40 linear feet of required landscaping area.
 - f. Landscaping within the remaining required area must consist of living materials and shall include at least 2 commercially balled trees and 4 shrubs per 1000 square feet of landscape area.
 - g. Landscaped islands within parking lots are required at a rate of 1 per 20 parking spaces in a row. At least half of these islands shall include a commercially balled tree.
 - h. All parkways shall be landscaped.

9. Screening and Fencing

- a. This section does not apply to single-family residential.
- b. Any fencing on site that is for required screening must be constructed from masonry materials. Other fencing for security or other non-screening purposes may be wrought iron. Chain-link fencing shall be permitted only along the west boundaries of the PDD, but not along the Loop 322 frontage or Oldham Lane.
- c. Facilities for power, air conditioning, mechanical equipment, and solid waste handling shall be fully screened from view outside the tract in question by an opaque wall or fence constructed of materials consistent with those of the primary building(s).
- d. Barbed wire and razor wire fencing shall be prohibited.
- e. A masonry wall six feet in height shall be provided along the eastern boundary of Tract 4, separating Tract 4 from Tract 2 and the existing fire station.

10. Sidewalks

- a. Sidewalks are required along all arterials, frontage roads, and collector streets within or adjacent to the PDD and must be placed in the right-of-way at least one foot from the property line.
- b. Internal sidewalks are required to connect the public sidewalks with the primary entrances of all buildings other than single-family residences. Sidewalks and walkways should be designed to promote safe and convenient pedestrian routes within the development.
- c. All sidewalks along collector and arterial streets must be a minimum of five (5) feet wide.
- d. All internal sidewalks must be a minimum of four (4) feet wide.
- e. Internal circulation of vehicular and pedestrian traffic shall be required within the entire PDD and to adjacent tracts.
- f. All sidewalks must comply with the standards set forth in the City of Abilene Sidewalk Master Plan, as well as applicable state and federal accessibility standards.

11. Outdoor Storage and Display

- a. Outdoor display of merchandise is not permitted
- b. Outdoor storage is not permitted

12. Freight Containers are prohibited

13. Lighting: All site lighting shall comply with the performance standards governing exterior illumination in the City of Abilene Zoning Ordinance. Additionally, all lighting shall be fully shielded and directed away from residential areas.

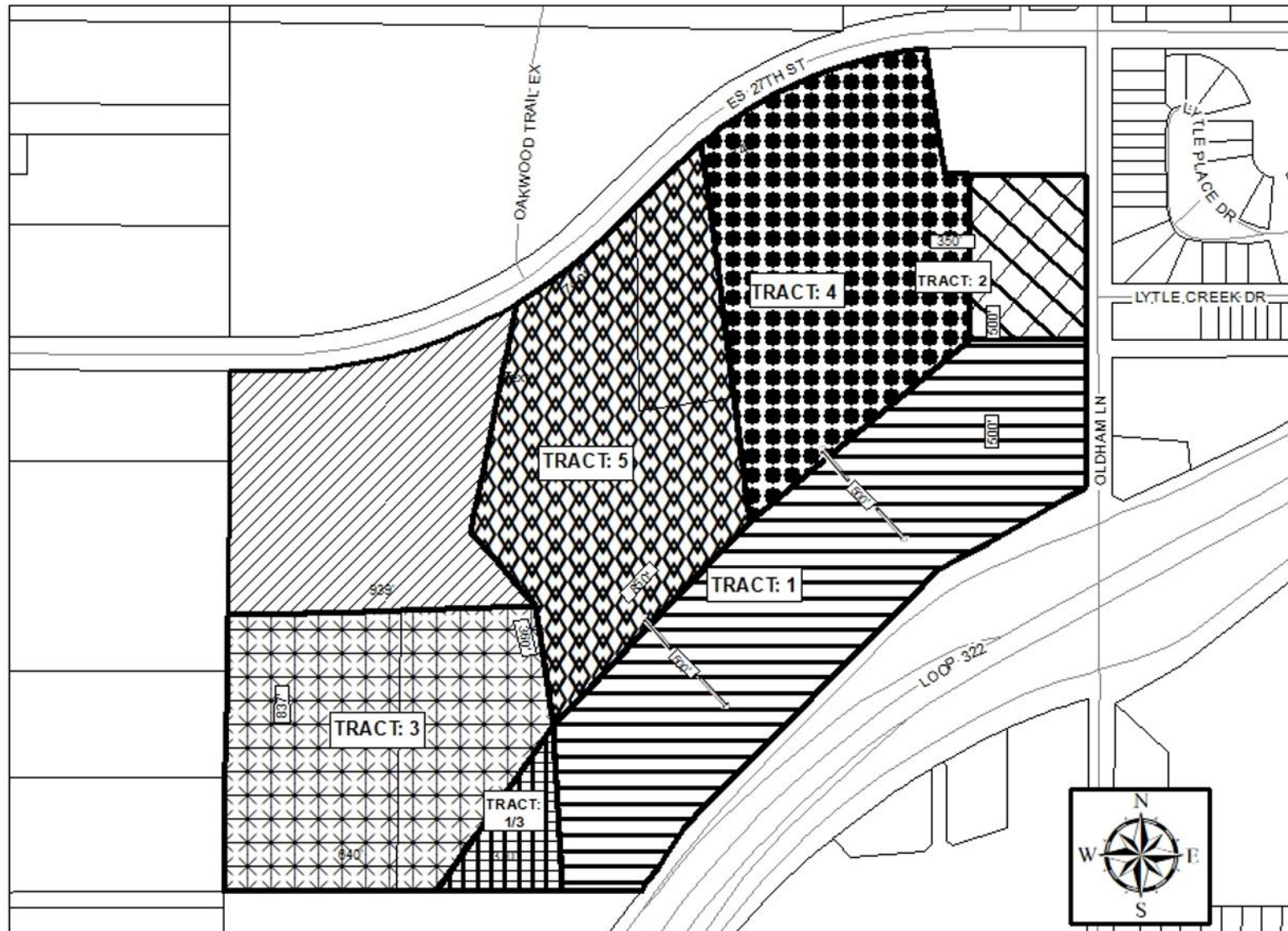
14. Residential Specs: The following standards shall apply to all residential development:

1. No Carports in any residential area
2. All residential structures shall have at least 80% brick facades
3. All garages for residential structures shall have side or rear entries (no front-facing)
4. All streets shall be curbed
5. No industrial metal roofs
6. Fences shall be wrought iron, masonry, or wood

PART 10: Development Schedule. If a building permit is not approved within 18 months of the date of this ordinance, the Planning Director may initiate rezoning of the PDD to the previous zoning designation.

- END -

-  1 GR Uses
  2 - GR Uses plus Self-service storage
  4 - MD zoning (inc. housing to RS6 standards) plus TH and PH zoning
  6- RS-6 Uses
-  1/3 GR Uses plus self-serve storage
  3 - MF zoning (Max 18 units/acre) plus self-serve storage
  5 - MF zoning (Max 18 units/acre)



SCALE: 1 inch = 500 feet

*AS AMENDED IN 2023

Exhibit B (PD 104)*

EXHIBIT D
OFFICE USES

RESIDENTIAL USES:

Single Family Detached Dwellings – to standards of RS-6 zoning districts

ACCESSORY AND INCIDENTAL USES:

Swimming Pools, Private (accessory to residential use) - only if RS8 or larger

Tennis Courts, Private (accessory to residential use) - only if RS8 or larger

CULTURAL AND RECREATIONAL USES

Art Galleries

Libraries

Museums

EDUCATIONAL AND RELIGIOUS USES:

Church or Place of Worship

OFFICE-TYPE USES:

Accounting, Auditing, Tax and Bookkeeping Services

Adjustment and Collection Services

Advertising Services

Appraisal Services

Architectural and Planning Services

Business Associations

Customer and Mercantile Credit Reporting Services

Detective Services

Engineering Services

Educational Research Offices

Government Administrative Offices

Insurance Agents, Carriers, and Brokers

Legal Services

Medical or Dental Office or Clinic -**No 24/7 Minor Emergency Clinic**

Office Space (general/unspecified)

Protective and Security Services

Real Estate Agent, Brokers, and Management

Security and Commodity Brokers, Dealers, and Exchanges

Stenographic, Duplicating and Mailing Services

Telephone Answering

Title Abstractors

SERVICE (OTHER THAN OFFICE-TYPE)

Banking Services (remote automatic)

Credit Unions

Savings and Loan Associations

Travel Arranging and Ticket Services

- END -

Revisions to 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~~Land Development Code, known as the Zoning Ordinance of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From AO (Agricultural Open Space to PDD (Planned Development District).

That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PART 5: Legal Description. The legal description of this PDD is as follows:

ORDINANCE NO. _____
EXHIBIT "A"
PAGE 2

BEING 84.29 acres of land and being out of the Northeast 1/4 of Section 62, Abstract 781, Blind Asylum Lands, Taylor County, Texas, said Northeast 1/4 being part of that same tract conveyed unto the State of Texas from the City of Abilene and recorded in Volume 14, Page 127, Deed Records, Taylor County, Texas, said 84.29 acre tract being more particularly described as follows:

BEGINNING at a 3/8" rebar found at the Southwest corner of the Northeast 1/4 of said Section 62 for the Southwest corner of this tract, the Northeast corner of a 48.37 acre tract recorded in Volume 3010, Page 154, Official Public Records, Taylor County, Texas and the Northwest corner of a 13.37 acre tract surveyed by Williams Surveying Company on June 22, 2005, said point of beginning also bears S19°50'W 1756.95 feet from City of Abilene Survey Marker # 48 which has a posted position by the City of Abilene as: Texas Plane Coordinates, N. C. Zone, X = 1316698.83, Y = 278803.50.

THENCE N0°05'23"W 836.78 feet to a 1/2" rebar set;

THENCE N87°54'18"E 939.06 feet to a 1/2" rebar set;

THENCE N41°31'05"W 300.67 feet to a 1/2" rebar set;

THENCE N10°59'00"E 699.0 feet to a 1/2" rebar set in a curve to the left on the SBL of South 27th Street for the most Northerly Northwest corner of this tract;

THENCE along the SBL of South 27th Street and said curve to the left having a radius of 1498.53 feet, a length of 375.04 feet and a chord bearing and distance of N51°47'58"E 374.06 feet to a 1/2" rebar set at the end of said curve to the left;

THENCE N44°37'47"E (N45°20'E = record bearing) 253.10 feet along the SBL of said street to a 1/2" rebar set at the beginning of a curve to the right;

THENCE along the SBL of said street and said curve to the right having a radius of 1274.55 feet, a length of 854.82 feet, and a chord bearing and distance of N63°50'36"E 838.89 feet to a 1/2" rebar set for the most Northerly Northeast corner of this tract;

THENCE S9°19'31"E 383.10 feet to a 1/2" rebar set;

THENCE S89°48'14"E 426.27 feet to a 1/2" rebar set on the WBL of F. M. Highway 1750 (A.K.A. Oldham Lane) for the most Easterly Northeast corner of this tract;

THENCE S0°31'24"E (S0°30'E = record bearing) along the WBL of said highway at 215.07 feet pass an existing concrete highway monument and continue along for a total distance of 939.58 feet to an existing concrete highway monument on the Northwest boundary line of State Highway Loop 322;

THENCE S60°24'04"W (S40°40.7'W = record bearing) 513.45 feet (513.51 = record distance) along the Northwest boundary line of said Loop 322 to an existing concrete highway monument;

THENCE S44°05'09"W (S44°11.9'W = record bearing) 1079.66 feet along the Northwest boundary line of said Loop 322 to an existing concrete highway monument;

THENCE S33°34'19"W (S33°25.9'W = record bearing) 238.20 feet along the Northwest boundary line of said Loop 322 to a 1/2" rebar found at the Northeast corner of said 13.37 acre tract and the Southeast corner of this tract;

THENCE S89°13'35"W (S89°13'20"W = record bearing) 1263.47 feet (Bearing Basis Line, Bearings determined by GPS observations using Trimble 4700 receivers.) along the NBL of said 13.37 acre tract to the place of beginning and containing 84.29 acres of land.

Tract 6

~~ADD:~~ **BEING** 14.34 acres of land and being out of the Northeast 1/4 of Section 62, Abstract 781, Blind Asylum Lands, Taylor County, Texas, said Northeast 1/4 being part of that same tract conveyed unto the State of Texas from the City of Abilene and recorded in Volume 14, Page 127, Deed Records, Taylor County, Texas, said 14.34 acre tract being more particularly described as follows:

BEGINNING at a set 1/2" rebar on the WBL of said Northeast 1/4 of Section 62, from whence a 3/8" rebar found at the Southwest corner of the Northeast 1/4 of said Section 62 and the Northeast corner of a 48.37 acre tract recorded in Volume 3010, Page 154, Official Public Records, Taylor County, Texas, bears S0°05'23"E 836.78 feet;

ORDINANCE NO. _____
EXHIBIT "A"
PAGE 3

THENCE N0°05'23"W 730.53 feet to the SBL of South 27 th Street;
THENCE N89°37'47"E 110.65 feet along the SBL of South 27 th Street to the beginning of a curve to the left;
THENCE along said curve to the left with a radius of 1498.53 feet and a chord bearing and distance of N74°18'E 792.37 feet to a set 1/2" rebar at the most Northerly Northwest corner of an existing 84.29 acre tract;
THENCE along the Westerly boundary line of said 84.29 acre tract to set 1/2" rebar as follows:
S10°59'00"W 699.0 feet,
S41°31'05"E 300.67 feet and S87°54'18"W 939.06 feet to the place of beginning and containing 14.34 acres of land.

Location:

The west side of Oldham Lane between S. 27th Street and Loop 322

PART 6: Purpose. The purpose of the Planned Development District (PDD) request is to allow for mix of commercial and residential development: and related activities of a tract, which generally has not developed under present zoning and development procedures.

PART 7: Specific Modifications. The following regulations and the attached concept plan (Exhibit B) shall govern the use and development of this Planned Development District.

A. PERMITTED USES:

1. Tract 1:

- ~~a. Uses permitted in the Shopping Center district as modified (See Exhibit C)~~
- ~~b. Education Research~~
- ~~c. Catering Service~~
- ~~d. Delivery Services~~
- ~~e. Office equipment and business machine rental~~
- ~~f. Printing (Commercial)~~
- ~~g. Medical and Dental Supply Sales~~
- ~~h. Newspaper, periodical and book publishing, binding and printing~~
- ~~i. Pet Stores with the following provisions:~~
 - ~~• No external grooming or kennels~~
 - ~~• All related activities must occur indoors within the pet store business~~
- ~~j. Hotel (including swimming pools and tennis courts) with the following provisions:~~
 - ~~• May only face Loop 322~~
 - ~~• No exterior entry to rooms~~
 - ~~• Rooftop mechanical items must be screened~~
- ~~k. Residential provisions of RS-6 except as modified in Part 7.B.14~~
 - a. All uses permitted in the General Retail (GR) zoning district

2. Tract 2:

- ~~a. Uses permitted in the Office District as modified (See Exhibit D).~~
- ~~b. All mechanical equipment, such as HVAC and power units, and refuse containers shall be located within a fenced area that is screened from view.~~
- ~~c. Residential provisions of RS-6 except as modified in Part 7.B.14~~

- a. Uses permitted in the GR zoning district
- b. Storage self-service units shall be a permitted use

3. Tract 3:

{a. Uses allowed in Residential Multi-Family (MF) zoning districts, subject to all standards ordinarily required thereof and of Part 7 .B.14 of this ordinance, except the overall density of housing (on any one lot) shall not exceed 18 dwelling units per acre.

b. Self-service storage units, subject to all ordinary building and site development standards required thereof, as well as the following limitations:

(1) Outside storage (including storage of boats and other recreational vehicles) is not allowed.

(2) Fencing requirements:

(a) Chain-link fencing may be used on north and west sides only.

(b) No barbed or razor wire fencing may be used.

(c) Masonry or wrought-iron fencing may be used in any area.

(3) Sufficient containers for solid waste disposal must be provided and shall be fully screened from view of public rights-of-way or any roadway.

(4) Self-service storage building must be on concrete foundations, and all vehicle parking and maneuvering areas shall be improved with asphaltic or Portland cement binder pavement}

4. Tract 4:

a. The use and development of land in Tract 4 shall be generally governed by the following three zoning classifications as well as by provisions expressed in Part 7.B.14 of this ordinance:

(1) Residential Medium-Density (MD) District, with allowances for development of conventional single-family housing to ordinary standards of RS-6 zoning districts, and with a restriction that no more than two (2) dwelling units are allowed on any one lot;

(2) Residential Townhome (TH) District, provided that any final subdivision plat (or replat) embracing lots intended for townhome dwellings must specifically identify and restrict those lots for such housing; and

(3) Residential Single-Family Patio Home (PH) District, provided that any final subdivision plat (or replat) embracing lots intended for patio home dwellings must specifically identify and restrict those lots for such housing.

5. Tract 5:

Shall develop under the provisions of the RM-2 district with the following exceptions:

- The maximum density shall be 18 units per acre
- Must meet the requirements of Part 7.B.14 of this ordinance

6. Tract 6:

Shall develop under the provisions of Residential Medium Density zoning district, except as modified in Part 7.B.14 of this ordinance.

B. SITE DEVELOPMENT

1. Minimum Building Setbacks - Commercial Development and Residential:

- a. Along S. 27th St, Oldham Lane., Loop 322 and any future collector streets:
 - (1) 15 feet if entirely landscaped except for sidewalks and permitted driveways crossing perpendicular across the 15 feet
 - (2) 30 feet if parking is located in the front of the building
- b. Along interior streets: 20 feet
- c. All others setbacks: 10 feet
- d. Residential: 5,000 sq. ft. lots shall have a minimum side yard setback of 5 feet for interior lots.

2. Maximum Structure Height: 35 feet and no more than 2 stories

3. Controlled ingress and egress:

- a. Maximum of two (2) driveways (curb cuts) off Oldham Lane
- b. Maximum of three (3) driveways (curb cuts) off Loop 322

4. Building Materials:

- a. This section does not apply to single-family residences or self-storage (see Section A.3 for self-storage requirements).
- b. A minimum of 80% of the exterior face of all structures shall be composed of brick, stone, or EIFS
- c. The remaining area of the building face shall be limited to glass, stucco, EIFS finishes, decorative block, or other similar materials.
- d. No metal panels of any kind used on exterior facade.
- e. Elevation plans shall be submitted, with the Site Plan, for review and approval by the Planning Director. Any variation from the materials listed above will be subject to review and may be permissible at the discretion of the Planning Director.
- f. Development of Tract 1 must have consistent and similar façades throughout the Tract.
- g. Development in Tract 2 must have a residential character to include the following:
 - A minimum roof pitch of 3:1
 - No metal roofing

- Overhead doors may not be visible from Oldham Lane

5. Off-street parking and Circulation:

- a. All parking areas shall comply with the provisions specified in the Zoning Ordinance.
- b. Truck loading areas shall be screened from street-side lot boundaries by an opaque wall or barrier at least 8 feet in height either of which must be constructed of solid materials compatible with the exterior face of the building. Such screening shall extend the full length of the loading areas, exclusive of maneuvering areas for trucks.
- c. Internal circulation of vehicular and pedestrian traffic shall be required between parcels within the development.

6. Driveway Access and Spacing

- a. Direct driveway access for lots developed with single-family, duplex, townhome, and patio home residential uses shall be prohibited onto any arterial street or the Loop 322 frontage road.
- b. Driveways along S. 27th St. shall be a minimum of 150' from the nearest street intersection (measured from the right-of-way line) and separated from the nearest driveway on either side of the same street by a minimum of 100 feet, unless they are located directly across from existing driveways.

7. Signage

- a. Signage within the PDD must comply with the requirements of the City's Sign Ordinance, except as modified by the following.
- b. Freestanding:
 - (1) Monument Signs: Each parcel that is less than one acre may have a maximum of one free-standing sign. Parcels of one or more acres may have a maximum of two free-standing signs. Such signs must be monument signs with a maximum height of 10 feet and a maximum area of 80 square feet.
 - (2) Group Pole Signs: In addition to any allowable monument signs, two group pole signs may be erected only along the Loop 322 frontage with a maximum height of 30 feet and a maximum area of 150 square feet.
- c. Wall Signs: Wall signage may not exceed 10% of the area of any wall on which the sign(s) is (are) located and cannot be attached to required screening.
- d. Banners: Banners shall only be located flat against the face of a building and shall count toward the maximum allowable wall signage. These shall only be allowed until permanent wall signage is installed, but in no case for more than 60 days.
- e. Prohibited Signs:
 - (1) Portable Signs
 - (2) Off-site Advertising
 - (3) Pennants, streamers, balloons, and similar devices

8. Landscaping and buffers

- a. This section does not apply to single-family residential development.
- b. Landscaping and buffering within the PDD must comply with the requirements of the City's Sign Ordinance, except as modified by the following.
- c. A minimum 15-foot wide landscaped area shall be provided along all street-side boundaries of the PDD. The landscaped area shall be located entirely on private property.
- d. In addition to the landscaped strip along the street-side boundaries, no less than five

- (5) percent of the remaining lot area shall be landscaped, which may include parking lot landscaping and grass areas. The remaining area shall be calculated by subtracting the area of the required landscaped strip from the total area of the PDD.
- e. Landscaping within the required 15-foot wide strip must consist of living materials and shall include at least 1 commercially balled tree and 2 shrubs per 40 linear feet of required landscaping area.
 - f. Landscaping within the remaining required area must consist of living materials and shall include at least 2 commercially balled trees and 4 shrubs per 1000 square feet of landscape area.
 - g. Landscaped islands within parking lots are required at a rate of 1 per 20 parking spaces in a row. At least half of these islands shall include a commercially balled tree.
 - h. All parkways shall be landscaped.

9. Screening and Fencing

- a. This section does not apply to single-family residential.
- b. Any fencing on site that is for required screening must be constructed from masonry materials. Other fencing for security or other non-screening purposes may be wrought iron. Chain-link fencing shall be permitted only along the west boundaries of the PDD, but not along the Loop 322 frontage or Oldham Lane.
- c. Facilities for power, air conditioning, mechanical equipment, and solid waste handling shall be fully screened from view outside the tract in question by an opaque wall or fence constructed of materials consistent with those of the primary building(s).
- d. Barbed wire and razor wire fencing shall be prohibited.
- e. A masonry wall six feet in height shall be provided along the eastern boundary of Tract 4, separating Tract 4 from Tract 2 and the existing fire station.

10. Sidewalks

- a. Sidewalks are required along all arterials, frontage roads, and collector streets within or adjacent to the PDD and must be placed in the right-of-way at least one foot from the property line.
- b. Internal sidewalks are required to connect the public sidewalks with the primary entrances of all buildings other than single-family residences. Sidewalks and walkways should be designed to promote safe and convenient pedestrian routes within the development.
- c. All sidewalks along collector and arterial streets must be a minimum of five (5) feet wide.
- d. All internal sidewalks must be a minimum of four (4) feet wide.
- e. Internal circulation of vehicular and pedestrian traffic shall be required within the entire PDD and to adjacent tracts.
- f. All sidewalks must comply with the standards set forth in the City of Abilene Sidewalk Master Plan, as well as applicable state and federal accessibility standards.

11. Outdoor Storage and Display

- a. Outdoor display of merchandise is not permitted
- b. Outdoor storage is not permitted

12. Freight Containers are prohibited

13. Lighting: All site lighting shall comply with the performance standards governing exterior illumination in the City of Abilene Zoning Ordinance. Additionally, all lighting shall be fully shielded and directed away from residential areas.

14. Residential Specs: The following standards shall apply to all residential development:

1. No Carports in any residential area
2. All residential structures shall have at least 80% brick facades
3. All garages for residential lots greater than or equal to 70' lot width shall have side or rear entry garages. Less than 70 ft wide lots shall be allowed front entry garages.
4. All streets shall be curbed
5. No industrial metal roofs
6. Fences shall be wrought iron, masonry, or wood
7. Minimum lot size for single-family shall be 50 feet by 100 feet.

PART 10: Development Schedule. If a building permit is not approved within 18 months of the date of this ordinance, the Planning Director may initiate rezoning of the PDD to the previous zoning designation.

- END -

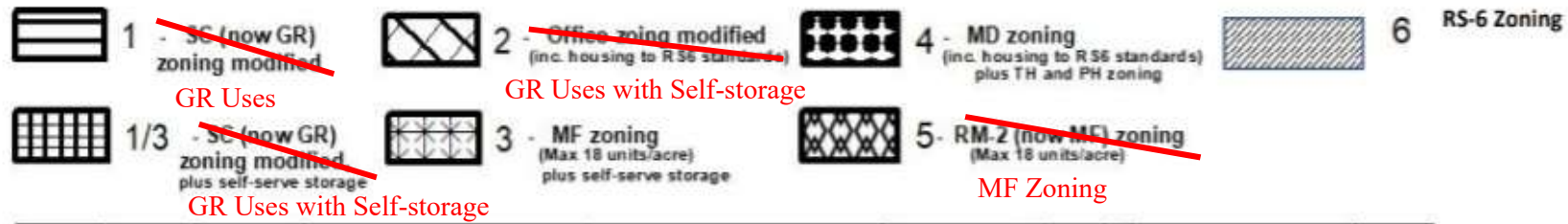


Exhibit B (PD 104)*

*AS AMENDED IN 2021

SCALE: 1 inch = 500 feet

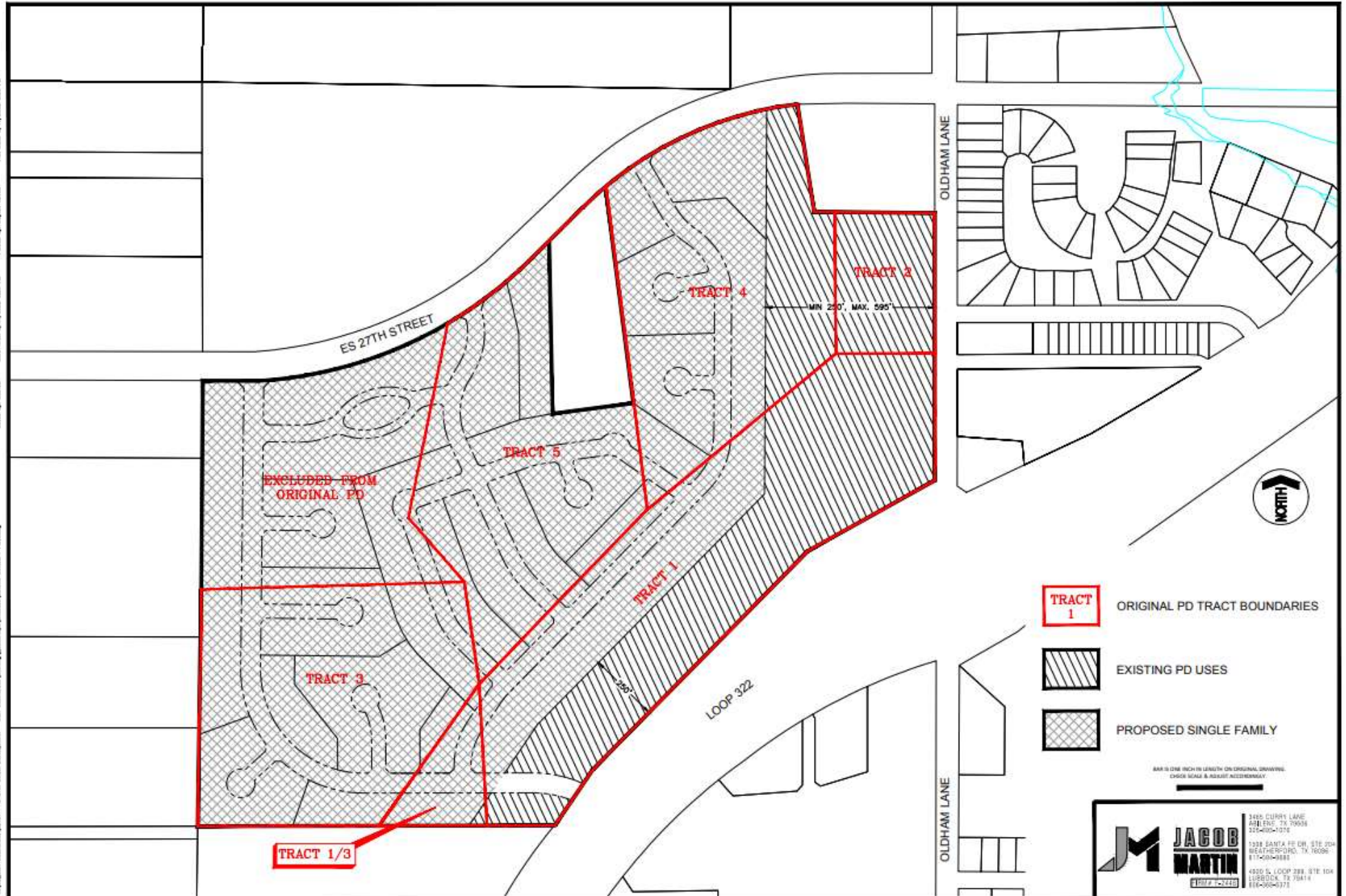


EXHIBIT C

SHOPPING CENTER USES

ACCESSORY AND INCIDENTAL USES:

Accessory Building
Fences, Walls, and Hedges
Field Office or Construction Office (temporary)
Mobile Home (temporary security residence)
Satellite Dish Antenna (maximum diameter of 24 inches)

CULTURAL AND RECREATIONAL USES

Art Galleries
Libraries
Museums
Theaters and Playhouses

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES

Fire Station
Governmental Administrative Offices
Medical and Dental Clinic or Office *No 24/7 Minor Emergency Clinic*
Optical Shop
Post Office

EDUCATIONAL AND RELIGIOUS USES:

Church or Place of Worship

OFFICE TYPE USES:

Accounting, Auditing, Tax and Bookkeeping Services
Adjustment and Collection Services
Advertising Services
Appraisal Services
Architectural and Planning Services
Business Associations
Consumer and Mercantile Credit Reporting
Detective Services
Engineering Services
Educational Research Offices
Government Administrative Offices
Insurance Agents, Carriers, and Brokers
Legal Services
Medical or Dental Office or Clinic *No 24/7 Minor Emergency Clinic*
Office Space (general/unspecified)
Protective and Security Services
Real Estate Agent, Brokers, and Management
Security and Commodity Brokers, Dealers, and Exchanges
Stenographic, Duplicating and Mailing Services
Telephone Answering
Title Abstractors

SERVICE (OTHER THAN OFFICE-TYPE)

Banking Services
Banking Services (remote automatic)-
Beauty and Barber Services-
Blueprinting and Photocopying Services-
Credit Unions
Interior Decorating Services-
Key and Lock Repair
Laundry and Dry-Cleaning Services, Including Pressing, Alteration, and Garment Repair (does not accept
Items from pick-up stations)
Photographic Services
Savings and Loan Associations-
Tailoring (custom)
Trading Stamp Services
Travel Arranging and Ticket Services-
Watch, Clock and Jewelry Repair Service

TRADE-RETAIL USES: [No Drive-Thru Windows]-

Appliances (household)
Bakery Products (on-premise sales)-
Book and Stationery
Cameras and Photographic Supplies-
China, Glassware, and Metal ware-
Clothing and Apparel Accessories-
Coins and Stamps
Department Stores-
Drug Store/Pharmacy
Floor Coverings
Furniture and Home Furnishings-
Furriers and Fur Apparel
Gifts, Novelties, Souvenirs-
Hardware
Hobby and Craft Supplies-
Jewelry
Keys and Locks
Liquor Store Off-Premise Consumption (unrestricted)-
Music Supplies and/or Records
Office Supplies and Equipment-
Optical Goods
Paint, Glass, and Wallpaper
Pets and Pet Supplies [No grooming and no outdoor kennel]-
Radios and Televisions
Restaurants, Standard
Shoes
Sporting Goods and Athletic Equipment-
Variety Stores

- END -

EXHIBIT D
OFFICE USES

RESIDENTIAL USES:

Single Family Detached Dwellings – to standards of RS-6 zoning districts

ACCESSORY AND INCIDENTAL USES:

Swimming Pools, Private (accessory to residential use) - only if RS8 or larger

Tennis Courts, Private (accessory to residential use) - only if RS8 or larger

CULTURAL AND RECREATIONAL USES

Art Galleries

Libraries

Museums

EDUCATIONAL AND RELIGIOUS USES:

Church or Place of Worship

OFFICE-TYPE USES:

Accounting, Auditing, Tax and Bookkeeping Services

Adjustment and Collection Services

Advertising Services

Appraisal Services

Architectural and Planning Services

Business Associations

Customer and Mercantile Credit Reporting Services

Detective Services

Engineering Services

Educational Research Offices

Government Administrative Offices

Insurance Agents, Carriers, and Brokers

Legal Services

Medical or Dental Office or Clinic -**No 24/7 Minor Emergency Clinic**

Office Space (general/unspecified)

Protective and Security Services

Real Estate Agent, Brokers, and Management

Security and Commodity Brokers, Dealers, and Exchanges

Stenographic, Duplicating and Mailing Services

Telephone Answering

Title Abstractors

SERVICE (OTHER THAN OFFICE-TYPE)

Banking Services (remote automatic)

Credit Unions

Savings and Loan Associations

Travel Arranging and Ticket Services

- END -

ZONING CASE Z-2023-32

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: October 3, 2023
City Council 1st Reading: October 26, 2023
City Council 2nd Reading: November 2, 2023

Applicant

Owner: Weatherbee Construction Inc.
Agent: Civetta Solutions

Case Manager

Adam Holland – Planner

Request

The subject property encompasses PD-104, which is a mixed-use residential, office, and retail development governed by a Concept Plan and development regulations. The applicant proposes to:

1. Revise the base zoning of Tract 2 from Office (O) to General Commercial (GC); and
2. Remove all listed used and add General Retail (GR) base zoning in Tract 1, without limitations.

Location

The property is located south of South 27th Street, north of Loop 322, and west of the 3200 Block of Oldham Lane.

Background

The subject property was zoned as PD-104 in 2006 to create a mixed-use development, to allow uses in the Medium Density (MD), Residential Single-family (RS), Office (O), and General Retail (GR) zoning districts.

Existing Zoning and Land Uses

Oldham Lane between East South 11th Street and subject property is entirely zoned residential and is used as single-family residential detached and attached. The lone exception is the Fire Station at the intersection of Oldham Lane and South 27th Street. Retail uses are located southeast of the subject property at the northeast corner of Loop 322 and Oldham Lane.

Based on that land use/zoning pattern, PD-104 was approved in 2015 to allow general retail uses along Loop 322, office uses on Oldham Lane, and residential uses along South 27th Street. The land use and zoning patterns in place when PD-104 was created is the same in 2023.

Analysis and Concerns

Tract 1. Tract 1 fronts onto the Loop 322 frontage road and along Oldham Lane to match the northern limit of retail uses on the east side of Oldham Lane. The Comprehensive Plan recommends retail uses for the entirety of Tract 1. Given that fact, plus the classification of the two adjoining roads, and surrounding uses, the base zoning of Tract 1 should be General Retail (GR) without any limitations.

Tract 2. PD-104 limits the intensity of use on Tract 2 to the Office (O) base zoning district due to the location residential zoning and land uses on the east side of Oldham Lane and on Tract 4 to the west.

The Comprehensive Plan recommends retail uses for Tract 2.

The applicant indicates that the base zoning of GC is proposed on Tract 2 in order to allow a self-storage facility. The GC base zoning district would also allow the following uses that would not be appropriate at this location:

Contractor services, indoor/outdoor kennels (with outdoor pens), recycling collection and processing, major repair service of cars and small trucks, outdoor repairs of vehicles, truck sales/rentals, repair of large trucks and equipment, and wholesaling etc..

Alternative Option.

An alternative that would be consistent with the Comprehensive Plan and compatible with the surrounding zoning and land uses would be as follows:

1. The base zoning of Tract 2 would be General Retail (GR), with self-storage being an additional permitted use; and
2. The base zoning of Tract 1 would be General Retail (GR) without any GR use limitations.

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.**

This development is consistent with the Comprehensive Plan and Future Land Use Plan.

- (2) Whether the uses permitted by the proposed change in zoning classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified.**

Uses permitted in the GR district in Tract 1 are appropriate. Since Tract 2 is located in close proximity to residential zoning districts and uses, General Retail (GR) would be an appropriate base zoning district, rather than the proposed General Commercial (GC) district. It would be appropriate, however, to allow a self-storage facility to be located in Tract 2.

- (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 utility services.

- (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** subject to the following conditions:

1. The base zoning of Tract 1 shall be General Retail (GR), without any GR use limitations.
2. The base zoning of Tract 2 shall be General Retail (GR), with self-storage being an additional permitted use.

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

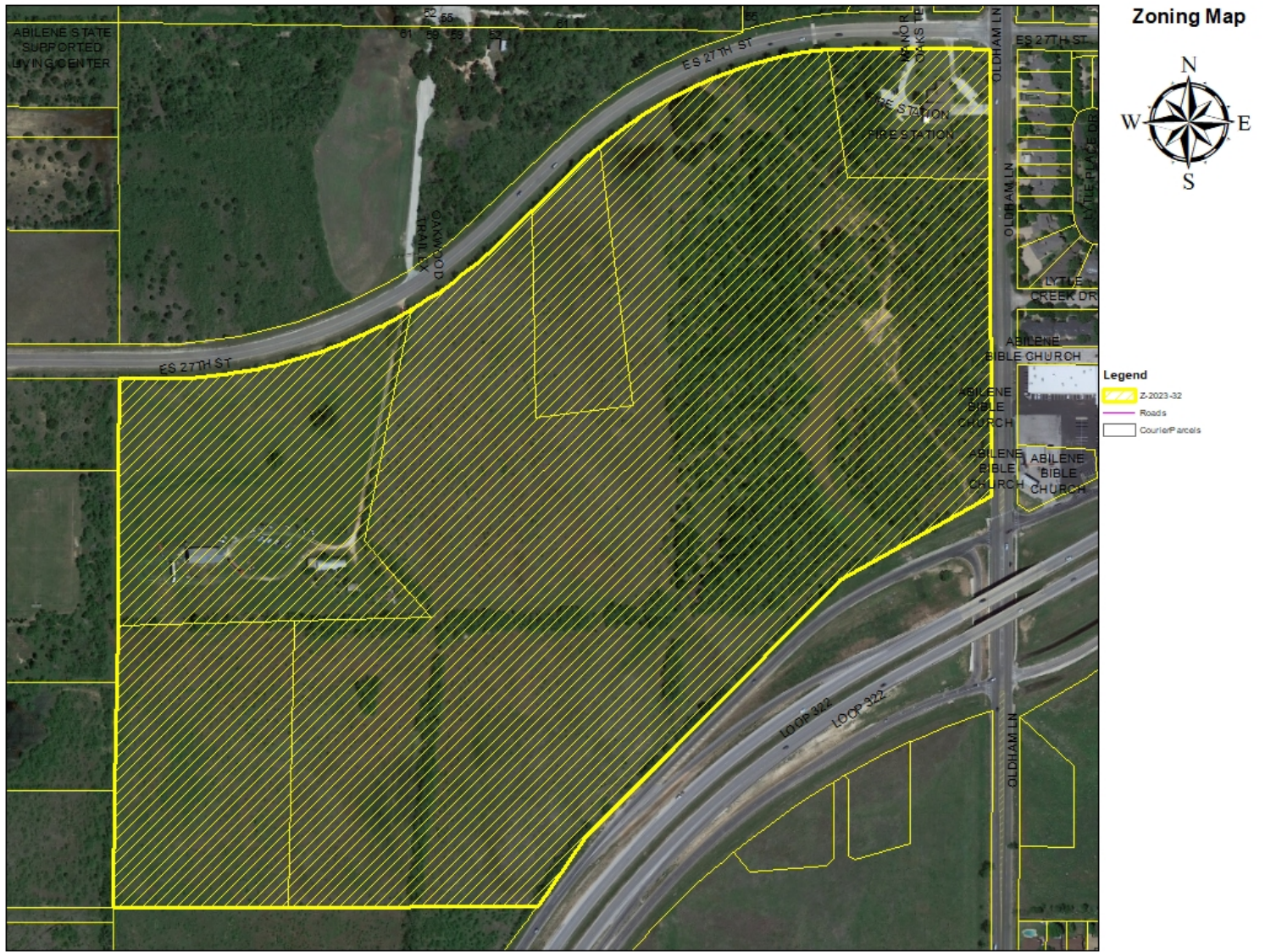
OWNER

OWNER	PROP_ID	SITUS	RESPONSE
108 REAL ESTATE LLC	41496		
ABILENE BIBLE CONFERENCE ASSO	40123	3103 OLDHAM LN	
ABILENE NATIONAL SOCCER	969057	3025 MAPLE ST	
ABILENE STATE SCHOOL	106963	901 ES 27TH ST	
AGUIRRE GILBERT B & DOMINIQUE R	32441	23 LYTLE PLACE DR	
AKINS SCOTT & SHANNON	32437	125 LYTLE PLACE DR	
ANDERSON MARTHA	31668	119 LYTLE PLACE DR	
BAUGHMAN KENNETH L &	31793	120 LYTLE PLACE DR	
BLOCKER DON W	31538	118 LYTLE PLACE DR	
CAMERER REV TR	31415	117 LYTLE PLACE DR	
CHILDREN OF THE KINGDOM	986632	2749 OLDHAM LN	
CUYAHOGA INVESTMENTS LLC	32182	123 LYTLE PLACE DR	
GOHLKE CARLA	31283	116 LYTLE PLACE DR	
HODGE LANELLE E	31930	121 LYTLE PLACE DR	
KNOWLES ROY D & PEGGY J	32305	124 LYTLE PLACE DR	
MARTIN SCOT A & AMY	35905	1005 LYTLE CREEK DR	
MATHIS LOYD WENDELL & SHIRLEY	32448	25 LYTLE PLACE DR	
MC DANIEL JACK RUSSELL	40350		
SKINNYS INC	39994	3151 OLDHAM LN	
SPRINGER NORMA H	32446	24 LYTLE PLACE DR	
TITAN TOWERS LP	40474	225 ES 27TH ST	
TRINITY BAPTIST CHURCH	1005693		
WEATHERBEE CONSTRUCTION INC	106962	665 ES 27TH ST	
WEST CENTRAL TEXAS COUNCIL	974626		
WILLIAMS TOMMY	32056	122 LYTLE PLACE DR	

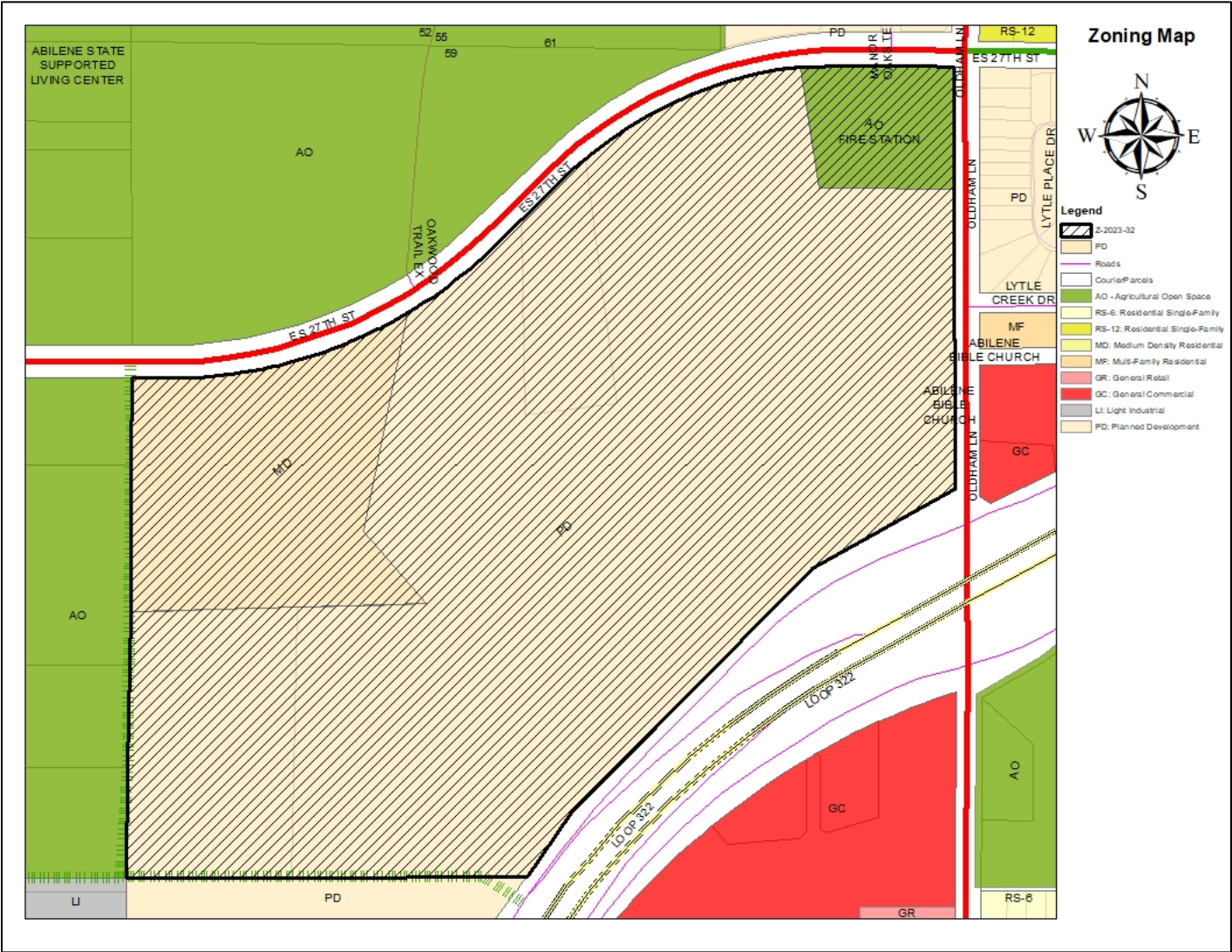
PROPERTY ID

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TRINITY BAPTIST CHURCH	1005693		

LOCATION MAP



ZONING MAP



ORDINANCE NO. 24-2006

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, SUBPART E, "ZONING," OF THE ABILENE MUNICIPAL CODE, CONCERNING PDD-104 A PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23, Subpart E, known as the Zoning Ordinance of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

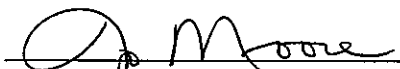
PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 13th day of April A.D. 2006.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of March, 2006, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 27th day of April, 2006, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

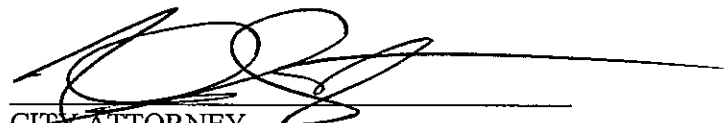
PASSED ON SECOND AND FINAL READING THIS 22nd day of June, A.D. 2006.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY
T. Daniel Santee II
First Assistant City Attorney

ORDINANCE NO. _____

Exhibit "A"

PART 1: Land Title. Title to land not dedicated to public use and services or for utility purposes and not otherwise designated for development purposes shall remain in possession of the owner thereof, his heirs, assigns, lessees and successors in interest and shall not be the responsibility of the City of Abilene for any purpose.

PART 2: Development Specifications. All development in the Planned Development District shall be in accordance with any maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development District and are hereby incorporated by reference and included as part of this ordinance.

All use and development within the Planned Development District must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

PART 3: Building Specifications. All structures in the herein said Planned Development District shall be constructed in accordance with all pertinent building and construction codes of the City of Abilene.

PART 4: Zoning. That Chapter 23, Subpart E, Abilene Municipal Code, known as the Zoning Ordinance of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From AO (Agricultural Open Space to PDD (Planned Development District).

That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

PART 5: Legal Description. The legal description of this PDD is as follows:

BEING 84.29 acres of land and being out of the Northeast 1/4 of Section 62, Abstract 781, Blind Asylum Lands, Taylor County, Texas, said Northeast 1/4 being part of that same tract conveyed unto the State of Texas from the City of Abilene and recorded in Volume 14, Page 127, Deed Records, Taylor County, Texas, said 84.29 acre tract being more particularly described as follows:

BEGINNING at a 3/8" rebar found at the Southwest corner of the Northeast 1/4 of said Section 62 for the Southwest corner of this tract, the Northeast corner of a 48.37 acre tract recorded in Volume 3010, Page 154, Official Public Records, Taylor County, Texas and the Northwest corner of a 13.37 acre tract surveyed by Williams Surveying Company on June 22, 2005, said point of beginning also bears S19°50'W 1756.95 feet from City of Abilene Survey Marker # 48 which has a posted position by the City of Abilene as: Texas Plane Coordinates, N. C. Zone, X = 1316698.83, Y = 278803.50.

THENCE N0°05'23"W 836.78 feet to a 1/2" rebar set;

THENCE N87°54'18"E 939.06 feet to a 1/2" rebar set;

THENCE N41°31'05"W 300.67 feet to a 1/2" rebar set;

THENCE N10°59'00"E 699.0 feet to a 1/2" rebar set in a curve to the left on the SBL of South 27th Street for the most Northerly Northwest corner of this tract;

THENCE along the SBL of South 27th Street and said curve to the left having a radius of 1498.53 feet, a length of 375.04 feet and a chord bearing and distance of N51°47'58"E 374.06 feet to a 1/2" rebar set at the end of said curve to the left;

THENCE N44°37'47"E (N45°20'E = record bearing) 253.10 feet along the SBL of said street to a 1/2" rebar set at the beginning of a curve to the right;

THENCE along the SBL of said street and said curve to the right having a radius of 1274.55 feet, a length of 854.82 feet, and a chord bearing and distance of N63°50'36"E 838.89 feet to a 1/2" rebar set for the most Northerly Northeast corner of this tract;

THENCE S9°19'31"E 383.10 feet to a 1/2" rebar set;

THENCE S89°48'14"E 426.27 feet to a 1/2" rebar set on the WBL of F. M. Highway 1750 (A.K.A. Oldham Lane) for the most Easterly Northeast corner of this tract;

THENCE S0°31'24"E (S0°30'E = record bearing) along the WBL of said highway at 215.07 feet pass an existing concrete highway monument and continue along for a total distance of 939.58 feet to an existing concrete highway monument on the Northwest boundary line of State Highway Loop 322;

THENCE S60°24'04"W (S40°40.7'W = record bearing) 513.45 feet (513.51 = record distance) along the Northwest boundary line of said Loop 322 to an existing concrete highway monument;

THENCE S44°05'09"W (S44°11.9'W = record bearing) 1079.66 feet along the Northwest boundary line of said Loop 322 to an existing concrete highway monument;

THENCE S33°34'19"W (S33°25.9'W = record bearing) 238.20 feet along the Northwest boundary line of said Loop 322 to a 1/2" rebar found at the Northeast corner of said 13.37 acre tract and the Southeast corner of this tract;

THENCE S89°13'35"W (S89°13'20"W = record bearing) 1263.47 feet (Bearing Basis Line, Bearings determined by GPS observations using Trimble 4700 receivers.) along the NBL of said 13.37 acre tract to the place of beginning and containing 84.29 acres of land.

Location:

The west side of Oldham Lane between S. 27th Street and Loop 322

PART 6: Purpose. The purpose of the Planned Development District (PDD) request is to allow for mix of commercial and residential development: and related activities of a tract, which generally has not developed under present zoning and development procedures.

PART 7: Specific Modifications. The following regulations and the attached concept plan (Exhibit B) shall govern the use and development of this Planned Development District.

A. PERMITTED USES:

1. Tract 1:

- a. Uses permitted in the Shopping Center district as modified (See Exhibit C)
- b. Education Research
- c. Catering Service
- d. Delivery Services
- e. Office equipment and business machine rental
- f. Printing (Commercial)
- g. Medical and Dental Supply Sales
- h. Newspaper, periodical and book publishing, binding and printing
- i. Pet Stores with the following provisions:
 - No external grooming or kennels
 - All related activities must occur indoors within the pet store business
- j. Hotel (including swimming pools and tennis courts) with the following provisions:
 - May only face Loop 322
 - No exterior entry to rooms
 - Rooftop mechanical items must be screened

2. Tract 2:

- a. Uses permitted in the Office District as modified (See Exhibit D).
- b. All mechanical equipment, such as HVAC and power units, and refuse containers shall be located within a fenced area that is screened from view.

3. Tract 3:

Self Storage units are permitted in Tract 3, subject to the following limitations:

- a. Front exterior facades must be at least 75% masonry, brick, stone, stucco, EIFS, or any combination of the preceding.
- b. Any exterior facade other than the front that is visible from any public right-of-way shall be at least 75% masonry, brick, stone, stucco, EIFS, or any combination of the preceding.
- c. All building materials, including doors, that are visible from a public right-of-way shall be of a neutral color.
- d. Outside storage (including RV storage) is not permitted.
- e. Fencing requirements:
 - 1. Chain link fencing may be used on the north side and/or the west side
 - 2. No barbed or razor wire fencing may be used.
 - 3. Masonry or wrought iron fencing may be used in any area.
- f. Sufficient refuse containers must be provided and shall be fully screened from view of the public right-of-way or any roadway.
- g. Buildings must be on concrete foundations and all parking and maneuvering areas

shall be concrete and/or asphalt.

4. Tract 4:

Shall develop under the provisions of the RS-8 and/or the RM-3 zoning districts, except as modified in Part 7.B.14 of this ordinance. Development under the RM-3 standards shall be limited to the following uses only:

- Townhomes
- Patio Homes
- Duplexes

5. Tract 5:

Shall develop under the provisions of the RM-2 district with the following exceptions:

- The maximum density shall be 18 units per acre
- Must meet the requirements of Part 7.B.14 of this ordinance

B. SITE DEVELOPMENT

1. Minimum Building Setbacks - Commercial Development and Residential:

- a. Along S. 27th St, Oldham Lane., Loop 322 and any future collector streets:
 - (1) 15 feet if entirely landscaped except for sidewalks and permitted driveways crossing perpendicular across the 15 feet
 - (2) 30 feet if parking is located in the front of the building
- b. Along interior streets: 20 feet
- c. All others setbacks: 10 feet

2. Maximum Structure Height: 35 feet and no more than 2 stories

3. Controlled ingress and egress:

- a. Maximum of two (2) driveways (curb cuts) off Oldham Lane
- b. Maximum of three (3) driveways (curb cuts) off Loop 322

4. Building Materials:

- a. This section does not apply to single-family residences or self-storage (see Section A.3 for self-storage requirements).
- b. A minimum of 80% of the exterior face of all structures shall be composed of brick, stone, or EIFS
- c. The remaining area of the building face shall be limited to glass, stucco, EIFS finishes, decorative block, or other similar materials.
- d. No metal panels of any kind used on exterior facade.
- e. Elevation plans shall be submitted, with the Site Plan, for review and approval by the Planning Director. Any variation from the materials listed above will be subject to review and may be permissible at the discretion of the Planning Director.
- f. Development of Tract 1 must have consistent and similar façades throughout the Tract.
- g. Development in Tract 2 must have a residential character to include the following:
 - A minimum roof pitch of 3:1
 - No metal roofing

- Overhead doors may not be visible from Oldham Lane

5. Off-street parking and Circulation:

- a. All parking areas shall comply with the provisions specified in the Zoning Ordinance.
- b. Truck loading areas shall be screened from street-side lot boundaries by an opaque wall or barrier at least 8 feet in height either of which must be constructed of solid materials compatible with the exterior face of the building. Such screening shall extend the full length of the loading areas, exclusive of maneuvering areas for trucks.
- c. Internal circulation of vehicular and pedestrian traffic shall be required between parcels within the development.

6. Driveway Access and Spacing

- a. Direct driveway access for lots developed with single-family, duplex, townhome, and patio home residential uses shall be prohibited onto any arterial street or the Loop 322 frontage road.
- b. Driveways along S. 27th St. shall be a minimum of 150' from the nearest street intersection (measured from the right-of-way line) and separated from the nearest driveway on either side of the same street by a minimum of 100 feet, unless they are located directly across from existing driveways.

7. Signage

- a. Signage within the PDD must comply with the requirements of the City's Sign Ordinance, except as modified by the following.
- b. Freestanding:
 - (1) Monument Signs: Each parcel that is less than one acre may have a maximum of one free-standing sign. Parcels of one or more acres may have a maximum of two free-standing signs. Such signs must be monument signs with a maximum height of 10 feet and a maximum area of 80 square feet.
 - (2) Group Pole Signs: In addition to any allowable monument signs, two group pole signs may be erected only along the Loop 322 frontage with a maximum height of 30 feet and a maximum area of 150 square feet.
- c. Wall Signs: Wall signage may not exceed 10% of the area of any wall on which the sign(s) is (are) located and cannot be attached to required screening.
- d. Banners: Banners shall only be located flat against the face of a building and shall count toward the maximum allowable wall signage. These shall only be allowed until permanent wall signage is installed, but in no case for more than 60 days.
- e. Prohibited Signs:
 - (1) Portable Signs
 - (2) Off-site Advertising
 - (3) Pennants, streamers, balloons, and similar devices

8. Landscaping and buffers

- a. This section does not apply to single-family residential development.
- b. Landscaping and buffering within the PDD must comply with the requirements of the City's Sign Ordinance, except as modified by the following.
- c. A minimum 15-foot wide landscaped area shall be provided along all street-side boundaries of the PDD. The landscaped area shall be located entirely on private property.
- d. In addition to the landscaped strip along the street-side boundaries, no less than five

(5) percent of the remaining lot area shall be landscaped, which may include parking lot landscaping and grass areas. The remaining area shall be calculated by subtracting the area of the required landscaped strip from the total area of the PDD.

- e. Landscaping within the required 15-foot wide strip must consist of living materials and shall include at least 1 commercially balled tree and 2 shrubs per 40 linear feet of required landscaping area.
- f. Landscaping within the remaining required area must consist of living materials and shall include at least 2 commercially balled trees and 4 shrubs per 1000 square feet of landscape area.
- g. Landscaped islands within parking lots are required at a rate of 1 per 20 parking spaces in a row. At least half of these islands shall include a commercially balled tree.
- h. All parkways shall be landscaped.

9. Screening and Fencing

- a. This section does not apply to single-family residential.
- b. Any fencing on site that is for required screening must be constructed from masonry materials. Other fencing for security or other non-screening purposes may be wrought iron. Chain-link fencing shall be permitted only along the west boundaries of the PDD, but not along the Loop 322 frontage or Oldham Lane.
- c. Facilities for power, air conditioning, mechanical equipment, and solid waste handling shall be fully screened from view outside the tract in question by an opaque wall or fence constructed of materials consistent with those of the primary building(s).
- d. Barbed wire and razor wire fencing shall be prohibited.
- e. A masonry wall six feet in height shall be provided along the eastern boundary of Tract 4, separating Tract 4 from Tract 2 and the existing fire station.

10. Sidewalks

- a. Sidewalks are required along all arterials, frontage roads, and collector streets within or adjacent to the PDD and must be placed in the right-of-way at least one foot from the property line.
- b. Internal sidewalks are required to connect the public sidewalks with the primary entrances of all buildings other than single-family residences. Sidewalks and walkways should be designed to promote safe and convenient pedestrian routes within the development.
- c. All sidewalks along collector and arterial streets must be a minimum of five (5) feet wide.
- d. All internal sidewalks must be a minimum of four (4) feet wide.
- e. Internal circulation of vehicular and pedestrian traffic shall be required within the entire PDD and to adjacent tracts.
- f. All sidewalks must comply with the standards set forth in the City of Abilene Sidewalk Master Plan, as well as applicable state and federal accessibility standards.

11. Outdoor Storage and Display

- a. Outdoor display of merchandise is not permitted
- b. Outdoor storage is not permitted

12. Freight Containers are prohibited

13. Lighting: All site lighting shall comply with the performance standards governing exterior illumination in the City of Abilene Zoning Ordinance. Additionally, all lighting shall be fully shielded and directed away from residential areas.

14. Residential Specs: The following standards shall apply to all residential development:

1. No Carports in any residential area
2. All residential structures shall have at least 80% brick facades
3. All garages for residential structures shall have side or rear entries (no front-facing)
4. All streets shall be curbed
5. No industrial metal roofs
6. Fences shall be wrought iron, masonry, or wood

PART 10: Development Schedule. If a building permit is not approved within 18 months of the date of this ordinance, the Planning Director may initiate rezoning of the PDD to the previous zoning designation.

- END -

1 Uses with Modifications

2 SC Uses and/ or Self Storage

3 Self Storage and Residential 18 Units/ Acre

2

Office Uses with Modifications

4

Residential RM-3 and/ or RS-8

5

Residential RM-3 18 Units/ Acre

Exhibit B

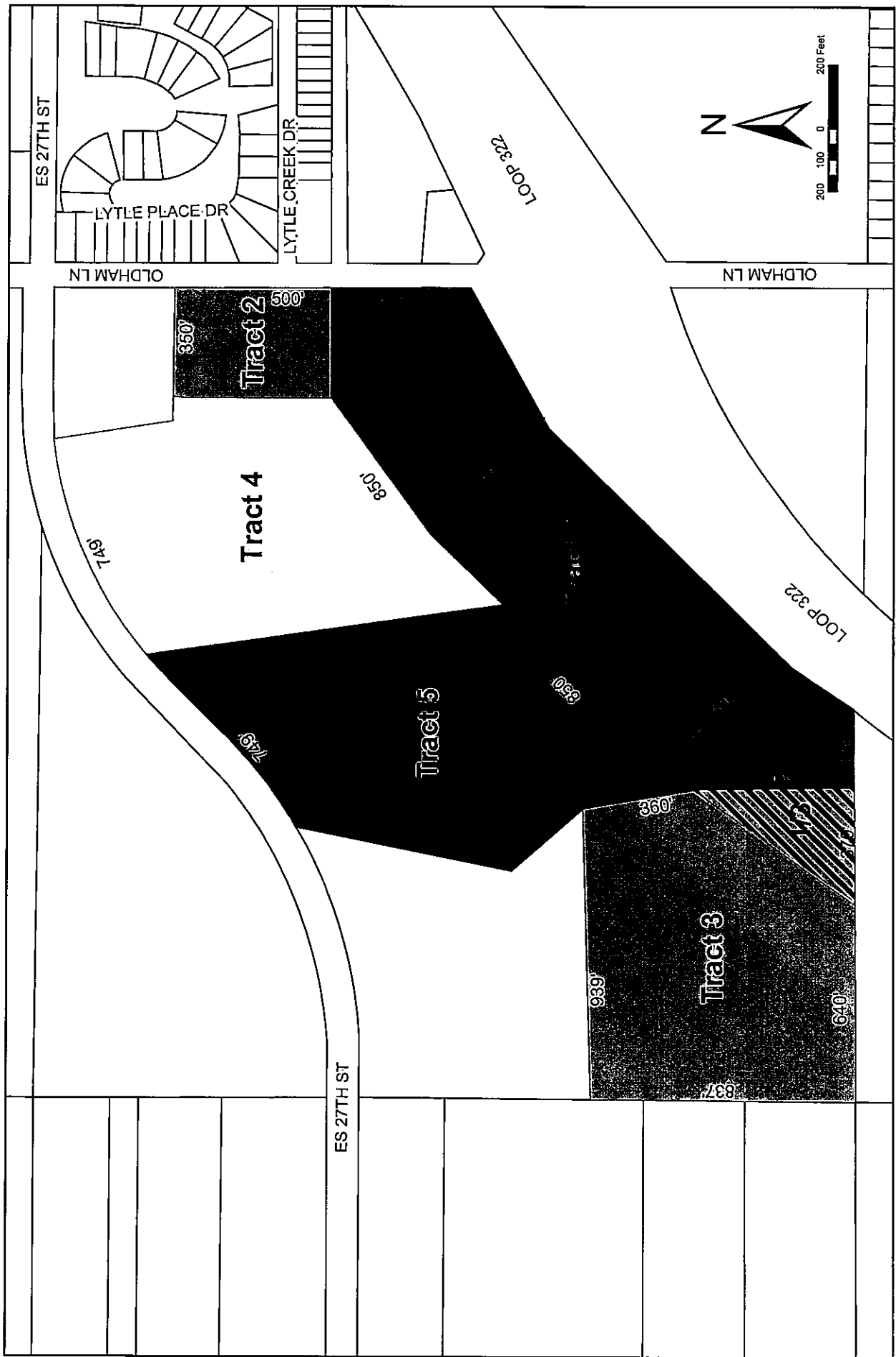


EXHIBIT C

SHOPPING CENTER USES

ACCESSORY AND INCIDENTAL USES:

Accessory Building
Fences, Walls, and Hedges
Field Office or Construction Office (temporary)
Mobile Home (temporary security residence)
Satellite Dish Antenna (maximum diameter of 24 inches)

CULTURAL AND RECREATIONAL USES

Art Galleries
Libraries
Museums
Theaters and Playhouses

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES

Fire Station
Governmental Administrative Offices
Medical and Dental Clinic or Office - *No 24/7 Minor Emergency Clinic*
Optical Shop
Post Office

EDUCATIONAL AND RELIGIOUS USES:

Church or Place of Worship

OFFICE-TYPE USES:

Accounting, Auditing, Tax and Bookkeeping Services
Adjustment and Collection Services
Advertising Services
Appraisal Services
Architectural and Planning Services
Business Associations
Consumer and Mercantile Credit Reporting
Detective Services
Engineering Services
Educational Research Offices
Government Administrative Offices
Insurance Agents, Carriers, and Brokers
Legal Services
Medical or Dental Office or Clinic - *No 24/7 Minor Emergency Clinic*
Office Space (general/unspecified)
Protective and Security Services
Real Estate Agent, Brokers, and Management
Security and Commodity Brokers, Dealers, and Exchanges
Stenographic, Duplicating and Mailing Services
Telephone Answering
Title Abstractors

SERVICE (OTHER THAN OFFICE-TYPE)

Banking Services
Banking Services (remote automatic)
Beauty and Barber Services
Blueprinting and Photocopying Services
Credit Unions
Interior Decorating Services
Key and Lock Repair
Laundry and Dry Cleaning Services, Including Pressing, Alteration, and Garment Repair (does not accept
Items from pick-up stations)
Photographic Services
Savings and Loan Associations
Tailoring (custom)
Trading Stamp Services
Travel Arranging and Ticket Services
Watch, Clock and Jewelry Repair Service

TRADE-RETAIL USES: [No Drive-Thru Windows]

Appliances (household)
Bakery Products (on premise sales)
Book and Stationery
Cameras and Photographic Supplies
China, Glassware, and Metalware
Clothing and Apparel Accessories
Coins and Stamps
Department Stores
Drug Store/Pharmacy
Floor Coverings
Furniture and Home Furnishings
Furriers and Fur Apparel
Gifts, Novelties, Souvenirs
Hardware
Hobby and Craft Supplies
Jewelry
Keys and Locks
Liquor Store Off-Premise Consumption (unrestricted)
Music Supplies and/or Records
Office Supplies and Equipment
Optical Goods
Paint, Glass, and Wallpaper
Pets and Pet Supplies [*No grooming and no outdoor kennel*]
Radios and Televisions
Restaurants, Standard
Shoes
Sporting Goods and Athletic Equipment
Variety Stores

- END -

EXHIBIT D
OFFICE USES

RESIDENTIAL USES:

Single Family Detached Dwellings - RS8 or better to be compatible with the neighborhood

ACCESSORY AND INCIDENTAL USES:

Swimming Pools, Private (accessory to residential use) - only if RS8 or larger

Tennis Courts, Private (accessory to residential use) - only if RS8 or larger

CULTURAL AND RECREATIONAL USES

Art Galleries

Libraries

Museums

EDUCATIONAL AND RELIGIOUS USES:

Church or Place of Worship

OFFICE-TYPE USES:

Accounting, Auditing, Tax and Bookkeeping Services

Adjustment and Collection Services

Advertising Services

Appraisal Services

Architectural and Planning Services

Business Associations

Customer and Mercantile Credit Reporting Services

Detective Services

Engineering Services

Educational Research Offices

Government Administrative Offices

Insurance Agents, Carriers, and Brokers

Legal Services

Medical or Dental Office or Clinic -No 24/7 Minor Emergency Clinic

Office Space (general/unspecified)

Protective and Security Services

Real Estate Agent, Brokers, and Management

Security and Commodity Brokers, Dealers, and Exchanges

Stenographic, Duplicating and Mailing Services

Telephone Answering

Title Abstractors

SERVICE (OTHER THAN OFFICE-TYPE)

Banking Services (remote automatic)

Credit Unions

Savings and Loan Associations

Travel Arranging and Ticket Services

- END -

ORDINANCE NO. 57-2015

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PD-104 AND ORDINANCE NO. 24-2006 A PLANNED DEVELOPMENT DISTRICT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23, part known as the Land Development Code of the City of Abilene, is hereby amended by changing Ordinance No. 24-2006, as set out in Exhibit "A," attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PASSED ON FIRST READING this 22nd day of October A.D. 2015.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of September, 2015, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 p.m., on the 5th day of November, 2015, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 5th day of November, A.D. 2015.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:

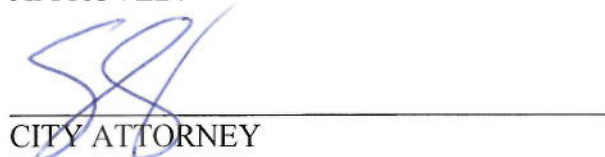

CITY ATTORNEY

Exhibit "A"

1st Amendment to Ordinance No. 24-2006

AMEND: PART 7: Specific Modifications. Sub-part (A) (3) as follows:

ADD: Add the MD (Medium Density Residential) district to define permitted uses

3. Tract 3:

- Uses permitted in the MD (Medium Density Residential) district. Development under the MD standards must meet the requirements of Part 7.B.14 of this ordinance.
- Self Storage units are permitted in Tract 3 subject to the following limitations:
 - a. Front exterior facades must be at least 75% masonry, brick, stone, stucco, EIFS, or any combination of the preceding.
 - b. Any exterior facade other than the front that is visible from any public right-of-way shall be at least 75% masonry, brick, stone, stucco, EIFS, or any combination of the preceding.
 - c. All building materials, including doors, that are visible from a public right-of-way shall be of a neutral color.
 - d. Outside storage (including RV storage) is not permitted.
 - e. Fencing requirements:
 - 1. Chain link fencing may be used on the north side and/or the west side
 - 2. No barbed or razor wire fencing may be used.
 - 3. Masonry or wrought iron fencing may be used in any area.
 - f. Sufficient refuse containers must be provided and shall be fully screened from view of the public right-of-way or any roadway.
 - g. Buildings must be on concrete foundations and all parking and maneuvering areas shall be concrete and/or asphalt.

-END-

ORDINANCE NO. 62-2021

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE, LAND DEVELOPMENT CODE OF THE ABILENE CITY CODE, SPECIFICALLY BY AMENDING TERMS AND CONDITIONS OF PLANNED DEVELOPMENT DISTRICT NUMBER 104 (PD 104) AS WELL AS ORDINANCE NUMBERS 24-2006 AND 57-2015; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended specifically by modifying certain terms and conditions of Ordinance Numbers 24-2006 and 57-2015 concerning PD 104 (a Planned Development District) as set out in accompanying Exhibits concerning the same said PD 104, attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 3: That the Planning Director be, and is hereby authorized and directed to change the official Zoning Map of the City of Abilene to correctly reflect the amendments thereto.

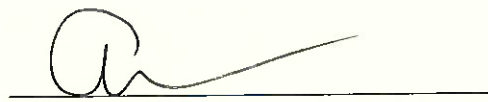
PASSED ON FIRST READING the 28th day of October, 2021.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 18th day of September, 2021, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 4th day of November, 2021, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 in the Charter of the City of Abilene.

PASSED ON FINAL READING THIS 4th day of November, 2021.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY

EXHIBIT A

AMEND PART 7: Specific Modifications, Subpart A.3 therein concerning uses permitted in Tract 3, specifically as follows:

DELETE: all existing Subpart 7.A.3 which presently reads as follows:

3. Tract 3

- Uses permitted in the MD (Residential Medium-Density) zoning district. Development under the MD standards must meet the requirements of Part 7.B.14 of this ordinance.
- Self-storage units are permitted in Tract 3 subject to the following limitations:
 - a. Front exterior facades must be at least 75% masonry, brick, stone, stucco, EIFS or any combination of the preceding.
 - b. Any exterior façade other than the front that is visible from any public right-of-way shall be at least 75% masonry, brick, stone, stucco, EIFS or any combination of the preceding.
 - c. All building materials, including doors, that are visible from a public right-of-way shall be of a neutral color.
 - d. Outside storage (including RV storage) is not permitted.
 - e. Fencing requirements:
 - 1. Chain-link fencing may be used on the north side and/or the west side.
 - 2. No barbed or razor wire fencing may be used.
 - 3. Masonry or wrought-iron fencing may be used in any area.
 - f. Sufficient refuse containers must be provided and shall be fully screened from view of the public right-of-way or any roadway.
 - g. Buildings must be on concrete foundations and all parking and maneuvering areas shall be concrete and/or asphalt.

ADD: the following replacement description of uses permitted in Tract 3 of PD 104:

3. Tract 3

- a. Uses allowed in Residential Multi-Family (MF) zoning districts, subject to all standards ordinarily required thereof and of Part 7.B.14 of this ordinance, except the overall density of housing (on any one lot) shall not exceed 18 dwelling units per acre.
- b. Self-service storage units, subject to all ordinary building and site development standards required thereof, as well as the following limitations:
 - (1) Outside storage (including storage of boats and other recreational vehicles) is not allowed.
 - (2) Fencing requirements:
 - (a) Chain-ink fencing may be used on north and west sides only.
 - (b) No barbed or razor wire fencing may be used.
 - (c) Masonry or wrought-iron fencing may be used in any area.
 - (3) Sufficient containers for solid waste disposal must be provided and shall be fully screened from view of public rights-of-way or any roadway.

- (4) Self-service storage building must be on concrete foundations, and all vehicle parking and maneuvering areas shall be improved with asphaltic or portland cement binder pavement.

AMEND PART 7: Specific Modifications. Subpart A.4 therein concerning permitted uses in Tract 4, specifically as follows:

DELETE: all existing Subpart 7.A.4, which presently reads as follows:

4. Tract 4

Shall develop under the provisions of the RS-8 and/or the RM-3 zoning districts, except as modified in Part 7.B.14 of this ordinance. Development under the RM-3 standards shall be limited to the following uses only:

- townhomes,
- patio homes,
- duplexes.

ADD: the following replacement description of uses permitted in Tract 4 of PD 104:

4. Tract 4

- a. The use and development of land in Tract 4 shall be generally governed by the following three zoning classifications as well as by provisions expressed in Part 7.B.14 of this ordinance:

- (1) Residential Medium-Density (MD) District, with allowances for development of conventional single-family housing to ordinary standards of RS-6 zoning districts, and with a restriction that no more than two (2) dwelling units are allowed on any one lot;
- (2) Residential Townhome (TH) District, provided that any final subdivision plat (or replat) embracing lots intended for townhome dwellings must specifically identify and restrict those lots for such housing; and
- (3) Residential Single-Family Patio Home (PH) District, provided that any final subdivision plat (or replat) embracing lots intended for patio home dwellings must specifically identify and restrict those lots for such housing.

AMEND PART 7: Specific Modifications. Subpart B.14 therein addressing standards applicable to all residential development in PD 104, specifically as follows:

DELETE: Item 3 therein which stipulates that “All garages for residential structures shall have side or rear entries (no front-facing)” and renumber the remaining items in Subpart B.14 accordingly.

AMEND EXHIBIT D: OFFICE USES specifically as follows:

DELETE: RESIDENTIAL USES:

Single-Family Detached Dwellings – RS-8 or better, to be compatible with the neighborhood.

ADD: RESIDENTIAL USES:

Single-Family Detached Dwellings – to standards of RS-6 zoning districts.

AMEND the graphic concept plan originally attached as Exhibit B to Ordinance No. 24-2006, specifically as follows:

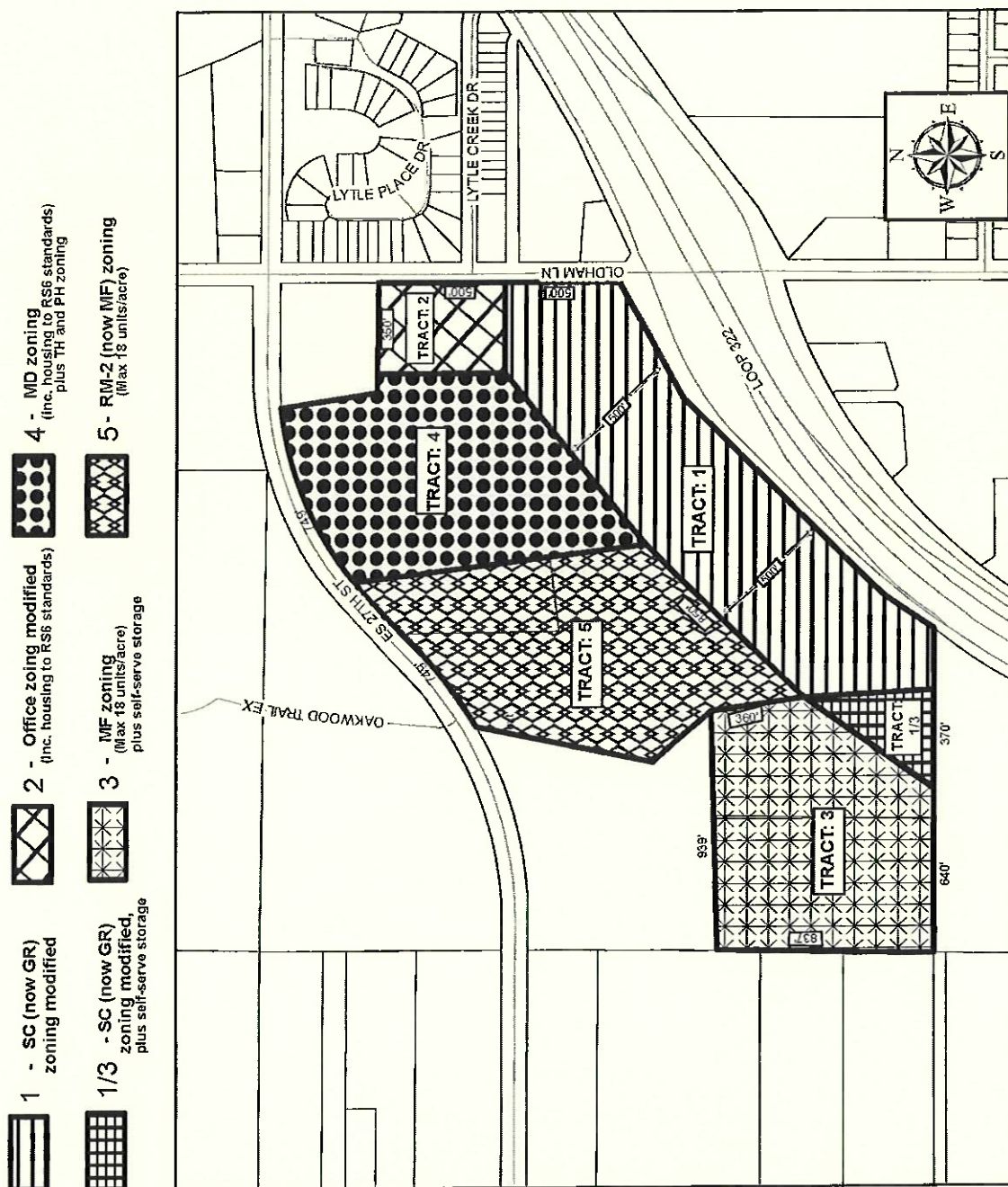
DELETE: said graphic concept plan attached as Exhibit B to Ordinance No. 24.2006.

ADD: the following graphic concept plan identified as Exhibit B and attached to this ordinance.

Exhibit B (PD 104)*

*AS AMENDED IN 2021

SCALE: 1 inch = 500 feet



ORDINANCE NO. 43-2022

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE CITY CODE AND CONCERNING PD-104, A PLANNED DEVELOPMENT DISTRICT, AND ORDINANCE NUMBER 24-2006; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That the Land Development Code of the City of Abilene is hereby amended by changing Ordinance Numbers 24-2006; specifically, as set out in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.

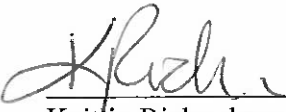
PART 2: That any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

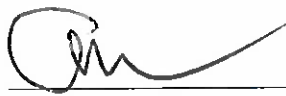
PASSED ON FIRST READING this 28th day of July, 2022.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the *Abilene Reporter-News*, a daily newspaper of general circulation in the City of Abilene, said publication being on the 17th day of June, 2022, the same being more than fifteen (15) days prior to a public hearing held at the Council Chamber at 555 Walnut St. in Abilene, Texas, at 8:30 a.m. on the 11th day of August, 2022, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 25th day of August, 2022.

ATTEST:


Kaitlin Richardson,
DEPUTY CITY SECRETARY


Anthony Williams,
MAYOR

APPROVED:

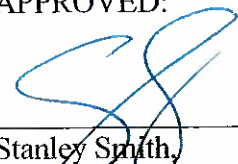

Stanley Smith,
CITY ATTORNEY

Exhibit "A"

3rd Amendment to Ordinance No. 24-2006.

PART 5: Legal Description: Tract 6

ADD: BEING 14.34 acres of land and being out of the Northeast 1/4 of Section 62, Abstract 781, Blind Asylum Lands, Taylor County, Texas, said Northeast 1/4 being part of that same tract conveyed unto the State of Texas from the City of Abilene and recorded in Volume 14, Page 127, Deed Records, Taylor County, Texas, said 14.34 acre tract being more particularly described as follows:
BEGINNING at a set 1/2" rebar on the WBL of said Northeast 1/4 of Section 62, from whence a 3/8" rebar found at the Southwest corner of the Northeast 1/4 of said Section 62 and the Northeast corner of a 48.37 acre tract recorded in Volume 3010, Page 154, Official Public Records, Taylor County, Texas, bears S0°05'23"E 836.78 feet;
THENCE N0°05'23"W 730.53 feet to the SBL of South 27 th Street;
THENCE N89°37'47"E 110.65 feet along the SBL of South 27 th Street to the beginning of a curve to the left;
THENCE along said curve to the left with a radius of 1498.53 feet and a chord bearing and distance of N74°18'E 792.37 feet to a set 1/2" rebar at the most Northerly Northwest corner of an existing 84.29 acre tract;
THENCE along the Westerly boundary line of said 84.29 acre tract to set 1/2" rebar as follows:
S10°59'00"W 699.0 feet,
S41°31'05"E 300.67 feet and S87°54'18"W 939.06 feet to the place of beginning and containing 14.34 acres of land.

PART 7: Specific Modifications: The following regulations shall govern the use and development of this Planned Development District:

ADD: A. Permitted Uses:

- 1. Tract 1:**
 - k. Residential provisions of RS-6 except as modified in Part 7.B.14
- 2. Tract 2:**
 - c. Residential provisions of RS-6 except as modified in Part 7.B.14
- 3. Tract 3:**

1. Self Storage units are permitted in Tract 3, subject to the following limitations. (a-g unchanged)
2. Residential provisions of RS-6 except as modified in Part 7.B.14

6. Tract 6:

Shall develop under the provisions of Residential Medium Density zoning district, except as modified in Part 7.B.14 of this ordinance.

B Site Development

1. Minimum Building Setbacks – Commercial Development and Residential :

- d. Residential: 5,000 sq. ft. lots shall have a minimum side yard setback of 5 feet for interior lots.

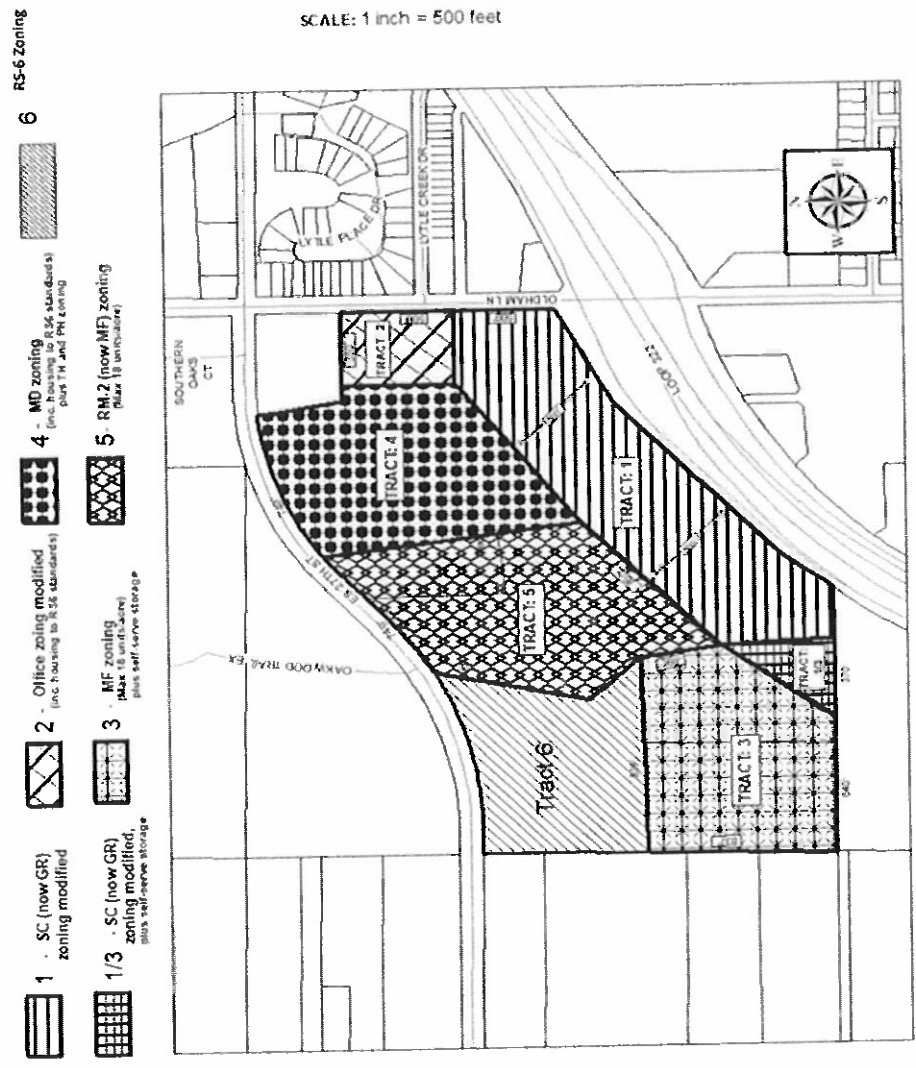
14. Residential Specs:

3. All garages for residential lots greater than or equal to 70' lot width shall have side or rear entry garages. Less than 70 ft wide. lots shall be allowed front entry garages.
7. Minimum lot size for single-family shall be 50 feet by 100 feet.

Exhibit B (PD 104)*

*AS AMENDED IN 2021

SCALE: 1 inch = 500 feet





REZONE REQUEST

Case: Z-2023-32

Owner: Weatherbee Construction Inc.

Agent: Civetta Solutions

Request: Amend the terms of PDD-104

Location: 3200 Block of Oldham Lane

Notification: 0 in Favor, 0 Opposed

Planning & Zoning: October 3, 2023

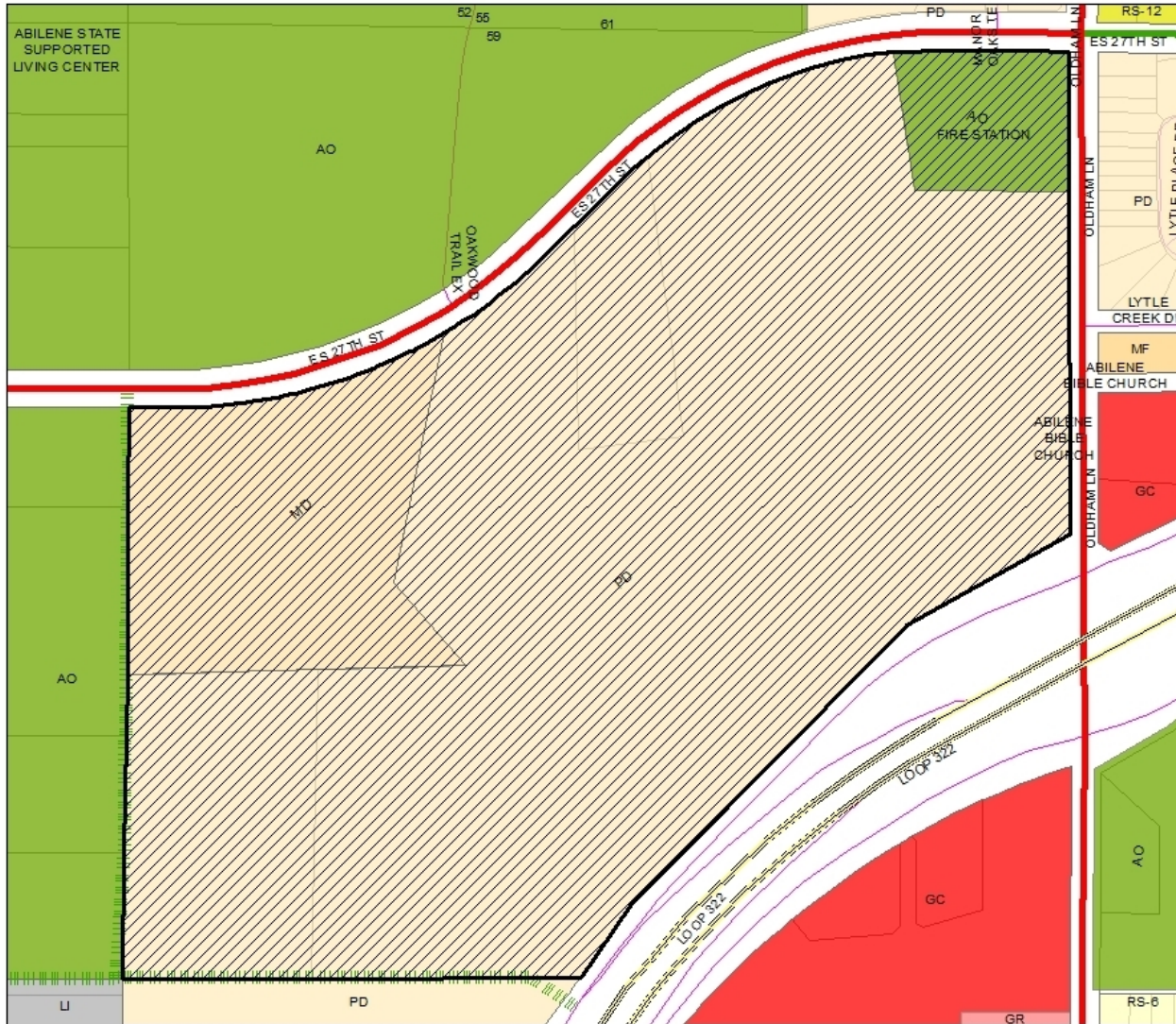
Council Hearing: October 26, 2023
November 2, 2023







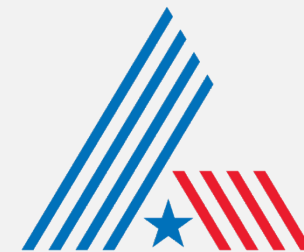
ZONING MAP



Zoning Map



- Legend**
- Z-2023-32
 - PD
 - Roads
 - County Parcels
 - AO - Agricultural Open Space
 - RS-6: Residential Single-Family
 - RS-12: Residential Single-Family
 - MD: Medium Density Residential
 - MF: Multi-Family Residential
 - GR: General Retail
 - GC: General Commercial
 - LI: Light Industrial
 - PD: Planned Development



CITY OF
ABILENE
TEXAS



VIEWS OF SUBJECT PROPERTY



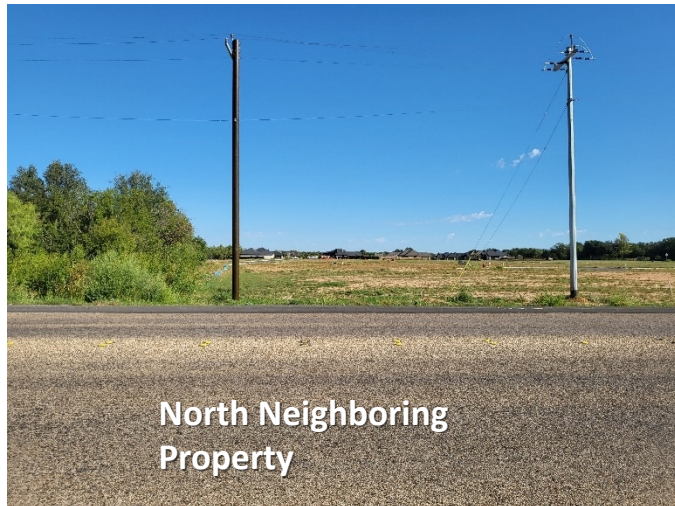
Subject Property



East Neighboring Property



Southeast Neighboring Property



North Neighboring Property



South Neighboring Property





EXISTING CONCEPT PLAN

- 1 - SC (now GR) zoning modified
- 2 - Office zoning modified (inc. housing to RS6 standards)
- 3 - MF zoning (Max 18 units/acre) plus self-serve storage
- 4 - MD zoning (inc. housing to RS6 standards) plus TH and PH zoning
- 5 - RM-2 (now MF) zoning (Max 18 units/acre)
- 6 RS-6 Zoning
- 1/3 - SC (now GR) zoning modified, plus self-serve storage

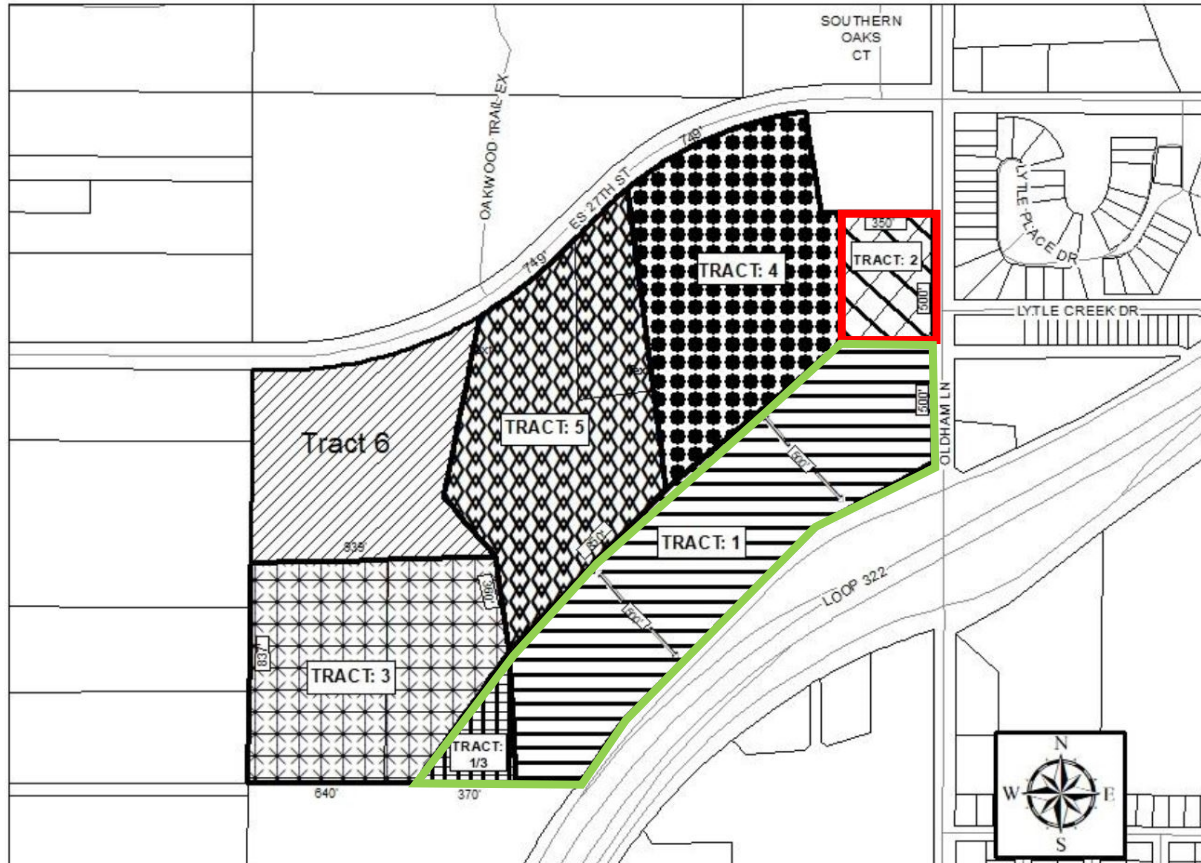
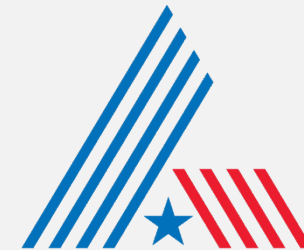


Exhibit B (PD 104)*
SCALE: 1 inch = 500 feet
*AS AMENDED IN 2021

 Proposed GR Uses with Self-storage

 Proposed GR Uses Unrestricted



CITY OF
ABILENE
TEXAS



Proposed Concept Plan

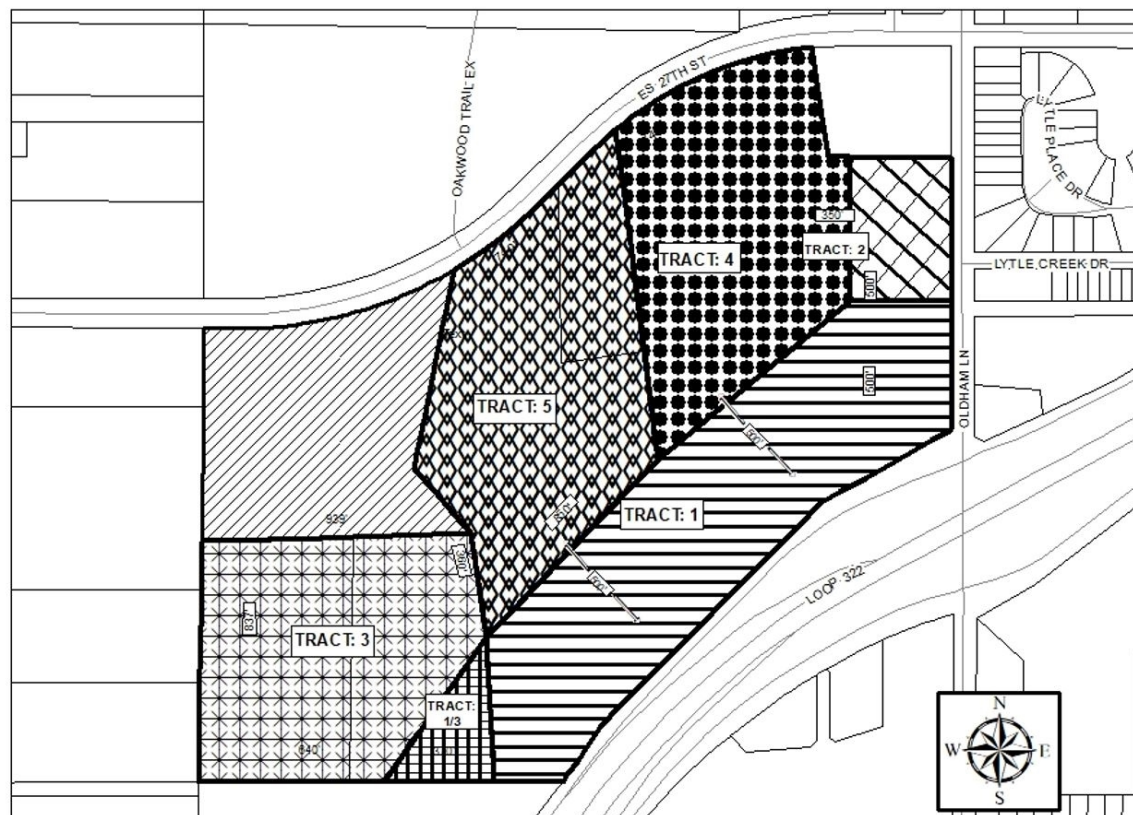
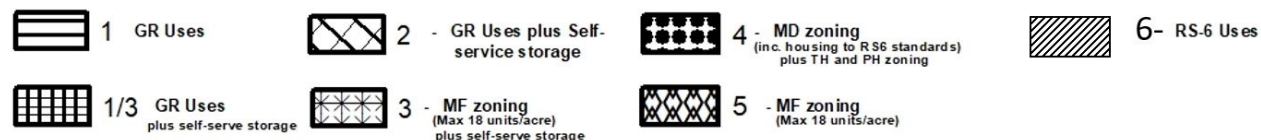


Exhibit B (PD 104)*
SCALE: 1 inch = 500 feet
*AS AMENDED IN 2023





EXHIBIT C TO BE REMOVED

EXHIBIT C

SHOPPING CENTER USES

ACCESSORY AND INCIDENTAL USES:

Accessory Building
Fences, Walls, and Hedges
Field Office or Construction Office (temporary)
Mobile Home (temporary security residence)
Satellite Dish Antenna (maximum diameter of 24 inches)

CULTURAL AND RECREATIONAL USES

Art Galleries
Libraries
Museums
Theaters and Playhouses

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES

Fire Station
Governmental Administrative Offices
Medical and Dental Clinic or Office - *No 24/7 Minor Emergency Clinic*
Optical Shop
Post Office

EDUCATIONAL AND RELIGIOUS USES:

Church or Place of Worship

OFFICE-TYPE USES:

Accounting, Auditing, Tax and Bookkeeping Services
Adjustment and Collection Services
Advertising Services
Appraisal Services
Architectural and Planning Services
Business Associations
Consumer and Mercantile Credit Reporting
Detective Services
Engineering Services
Educational Research Offices
Government Administrative Offices
Insurance Agents, Carriers, and Brokers
Legal Services
Medical or Dental Office or Clinic - *No 24/7 Minor Emergency Clinic*
Office Space (general/unspecified)
Protective and Security Services
Real Estate Agent, Brokers, and Management
Security and Commodity Brokers, Dealers, and Exchanges
Stenographic, Duplicating and Mailing Services
Telephone Answering
Title Abstractors

EXHIBIT C, page 2

SERVICE (OTHER THAN OFFICE-TYPE)

Banking Services
Banking Services (remote automatic)
Beauty and Barber Services
Blueprinting and Photocopying Services
Credit Unions
Interior Decorating Services
Key and Lock Repair
Laundry and Dry Cleaning Services, Including Pressing, Alteration, and Garment Repair (does not accept items from pick-up stations)
Photographic Services
Savings and Loan Associations
Tailoring (custom)
Trading Stamp Services
Travel Arranging and Ticket Services
Watch, Clock and Jewelry Repair Service

TRADE-RETAIL USES: [No Drive-Thru Windows]

Appliances (household)
Bakery Products (on premise sales)
Book and Stationery
Cameras and Photographic Supplies
China, Glasware, and Metalware
Clothing and Apparel Accessories
Coins and Stamps
Department Stores
Drug Store/Pharmacy
Floor Coverings
Furniture and Home Furnishings
Furriers and Fur Apparel
Gifts, Novelties, Souvenirs
Hardware
Hobby and Craft Supplies
Jewelry
Keys and Locks
Liquor Store Off-Premise Consumption (unrestricted)
Music Supplies and/or Records
Office Supplies and Equipment
Optical Goods
Paint, Glass, and Wallpaper
Pets and Pet Supplies [*No grooming and no outdoor kennel*]
Radios and Televisions
Restaurants, Standard
Shoes
Sporting Goods and Athletic Equipment
Variety Stores

- END -



CITY OF
ABILENE
TEXAS



PERMITTED USES IN GR ZONING DISTRICT

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:

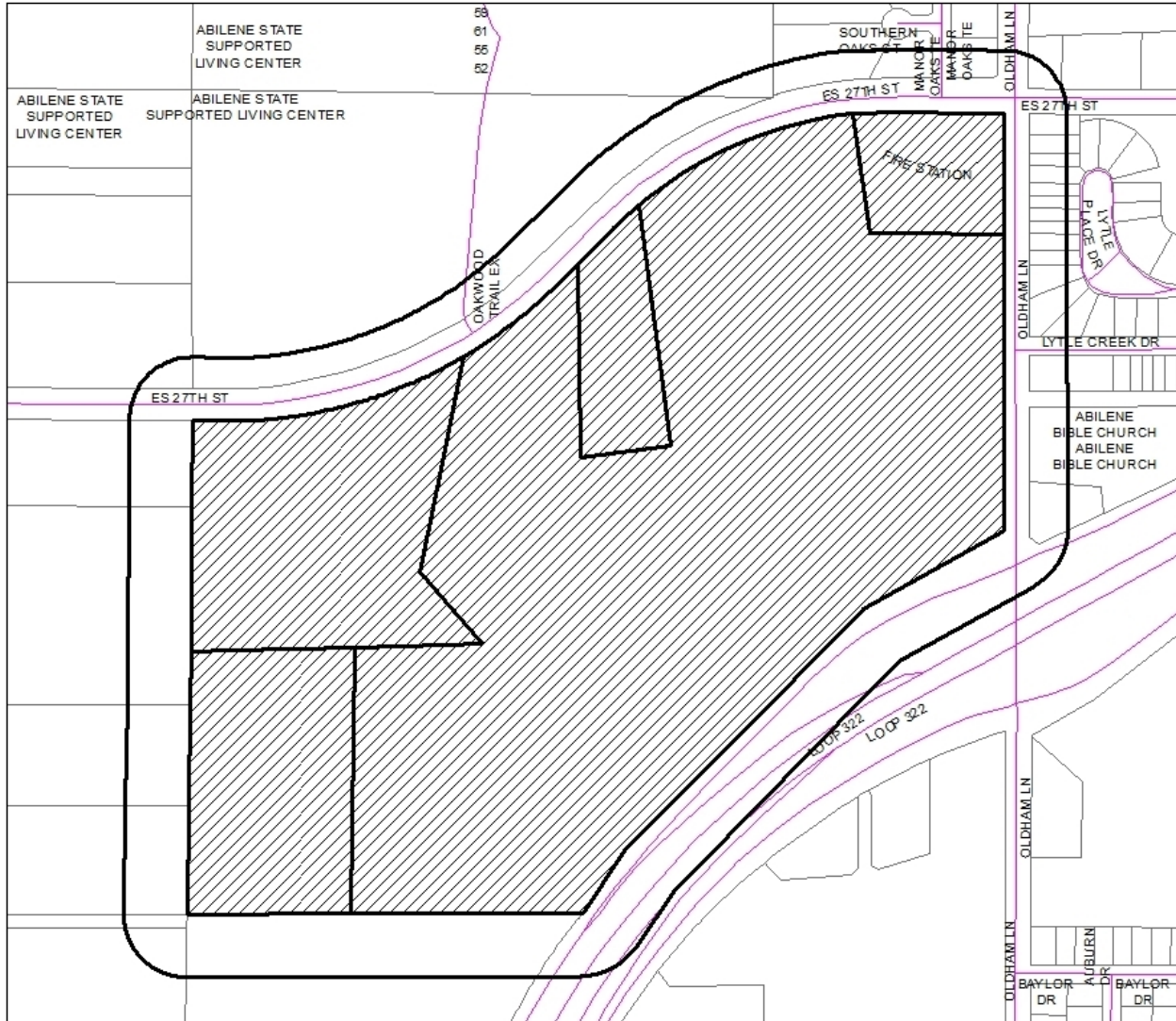
- P Petroleum or Gas Well
- P Urban Garden



CITY OF
ABILENE
TEXAS



NOTIFICATION AREA MAP



Notification Map



Legend



0- In Favor- 
0- Opposed- 
0 % OPPOSITION





FINDINGS AND RECOMMENDATION

Findings: The proposed request is consistent with:

- The spirit and intent of PDD-104;
- Comprehensive Plan;
- The surrounding uses and zoning;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.

P&Z Recommendation: **Approval** subject to:

1. The base zoning of Tract 1 shall be General Retail (GR), without any GR use limitations.
2. The base zoning of Tract 2 shall be General Retail (GR), with self-storage being an additional permitted use.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/26/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **13. Ordinance (First Reading) Z-2023-34:** Receive a Report, Hold a Discussion and Take Action on a request from Aaron & Andrea Robison, represented by Jacob & Martin, to change the zoning of approximately 3.21 acres from General Commercial to General Retail. Located at 5308 HWY 277 S. (Tim Littlejohn)

GENERAL INFORMATION

The subject property has remained vacant since being annexed into the City limits of Abilene in 1959. The property was rezoned to General Commercial (GC) in March of 2022. The applicant indicates that rezoning to General Retail (GR) is requested to allow a single-family residence that would include a recording studio.

SPECIAL CONSIDERATIONS

General Commercial (GC) zoning is located north of the subject property. Residential (RS-6) district zoning is west of the subject property. Planned Development (PD) zoning is located south of the subject property. Properties to the east are zoned Agricultural Open (AO) and GC.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 5-0.

ATTACHMENTS:

1. Z-2023-34 Ordinance_MT
2. Z-2023-34 Staff ReportRSA
3. Z-2023-34 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 26th day of October, 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 15th day of September, 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 2nd day of November, 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 2nd day of November, 2023

ATTEST:

CITY SECRETARY

MAYOR

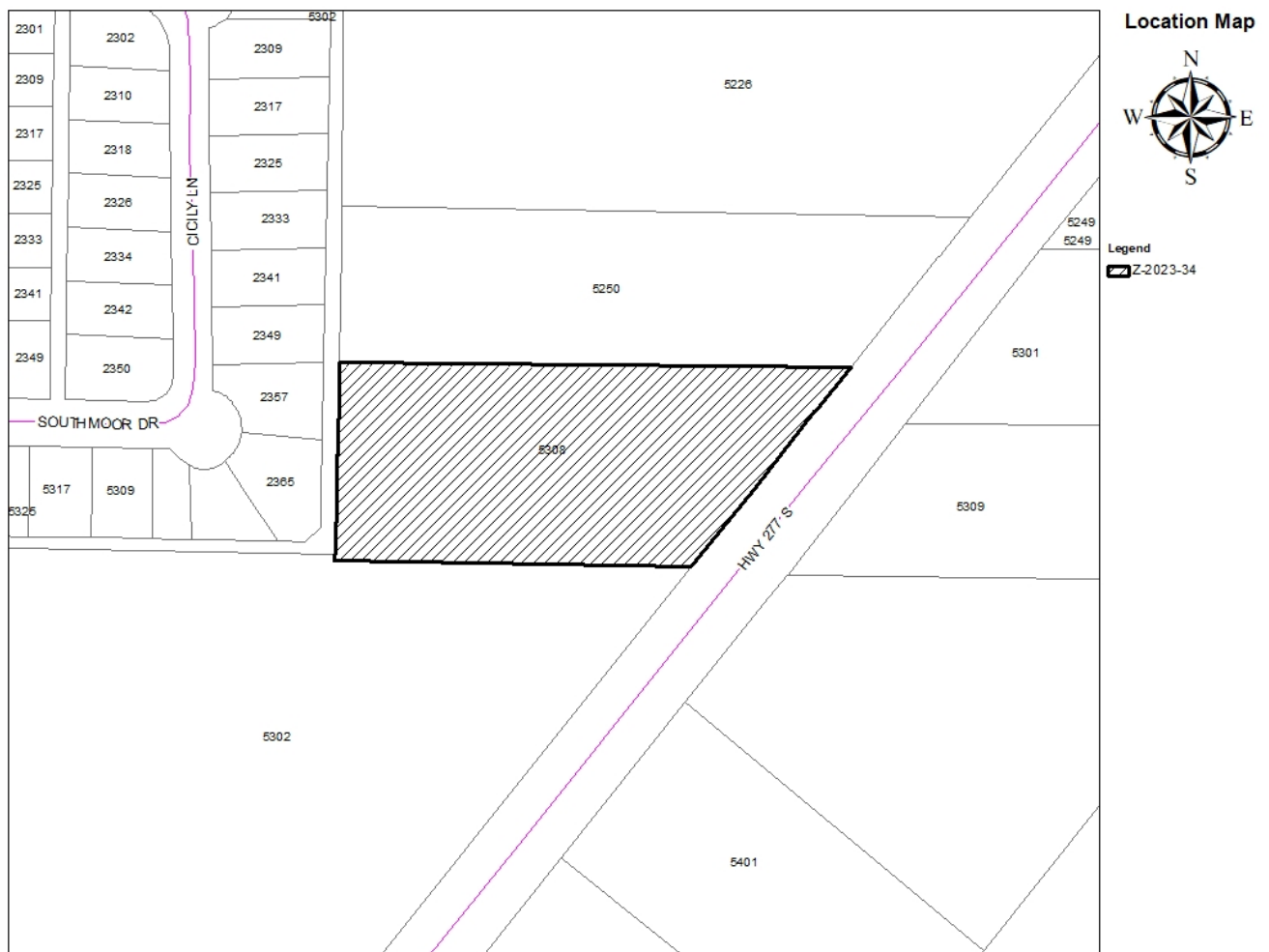
APPROVED:

CITY ATTORNEY

EXHIBIT A

Change the zoning classification of the following described land, from a General Commerical (GC) District to the General Retail (GR) District:

Location: 5308 Hwy 277 S, Survey 42 Joseph Beck, Tract 8, Abilene, Taylor County, Texas.



END

ZONING CASE Z-2023-34

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: October 3, 2023
City Council 1st Reading: October 26, 2023
City Council 2nd Reading: November 2, 2023

Applicant

Owner: Aaron & Andrea Robison
Agent: Jacob & Martin, LLC

Case Manager

Kiley Hannah – Planner

Request

Rezoning of approximately 3.21 acres from General Commercial (GC) to General Retail (GR).

Location

5308 Hwy 277 S, in the southeast quarter of Joseph Beck section 42.

Background

The subject property has remained vacant since being annexed into the City limits of Abilene in 1959. The owner of the property rezoned the property to General Commercial (GC) in March of 2022. According to information provided with the application for a zone change, the owner would like to rezone to General Retail (GR) to allow the use of a single family residence.

Zoning, Existing and Proposed Land Use

General Commercial (GC) zoning is located north of the subject property. Residential (RS-6) district is located to the west of the subject property. Planned Development (PD) zoning is located south of the subject property.

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, as amended.

The proposed changes are consistent with the proposed 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.**

Single family residences to the Northeast of this site and PD to the south, the subject property is better suited for General retail uses allowing a single family residence.

- (3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.**

The subject property has direct access to an improved alley that embraces a 12" water main and 10" sewer main. These existing utilities and public amenities would appear adequate for the proposed uses. This request presents no apparent conflicts with existing or proposed plans for community facilities and related infrastructure.

- (4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.**

None known.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval**.

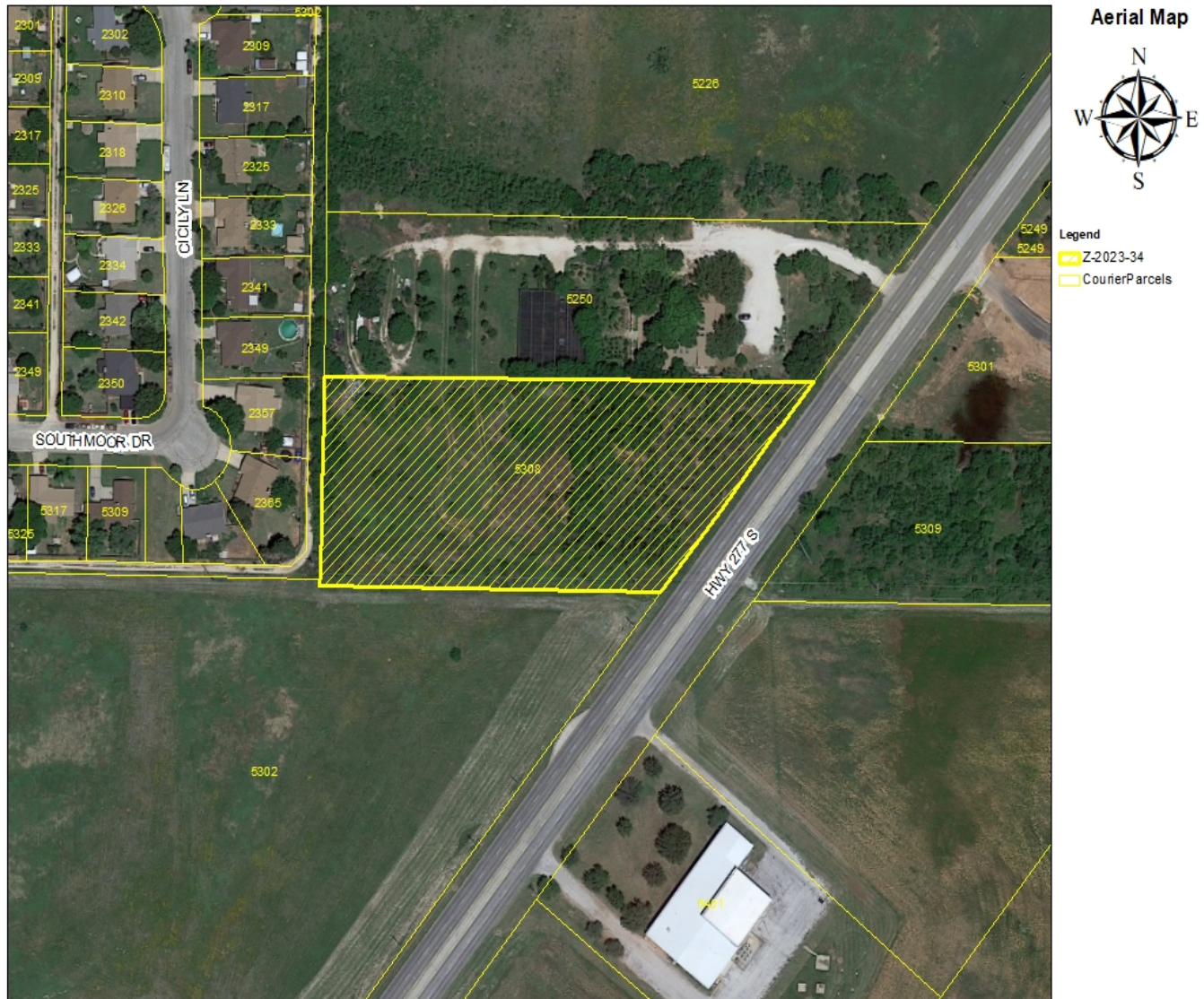
Owner

OWNER	PROP_ID	SITUS	RESPONSE
BHUJEL MOM LAL	11715	2341 CICILY LN	
CUNNINGHAM LORAN B	12233		
DAVIS JASON & KRISTEE M	1086179		
FERGUSON RONALD M &	12110	2365 CICILY LN	
MARSH GREG	11553	2333 CICILY LN	
MC COY CORPORATION	59601	5226 HWY 277 S	
MC COY CORPORATION	61367	5250 HWY 277 S	
PATEL SUNIL S	76296		
ROBISON AARON & ANDREA	61244	5308 HWY 277 S	
RUSHMORE INVESTMENT LLC	109558	5401 HWY 277 S	
SUGAR AGUA #1 LTD	58192	5309 HWY 277 S	
SUGAR AGUA #1 LTD	105625	5301 HWY 277 S	
TAYLOR GLENN F JR &	11983	2357 CICILY LN	
THOMPSON GERALD D &	11858	2349 CICILY LN	
WHITNEY ENTERPRISE LLC	970054	5302 HEALTH CENTER DR	

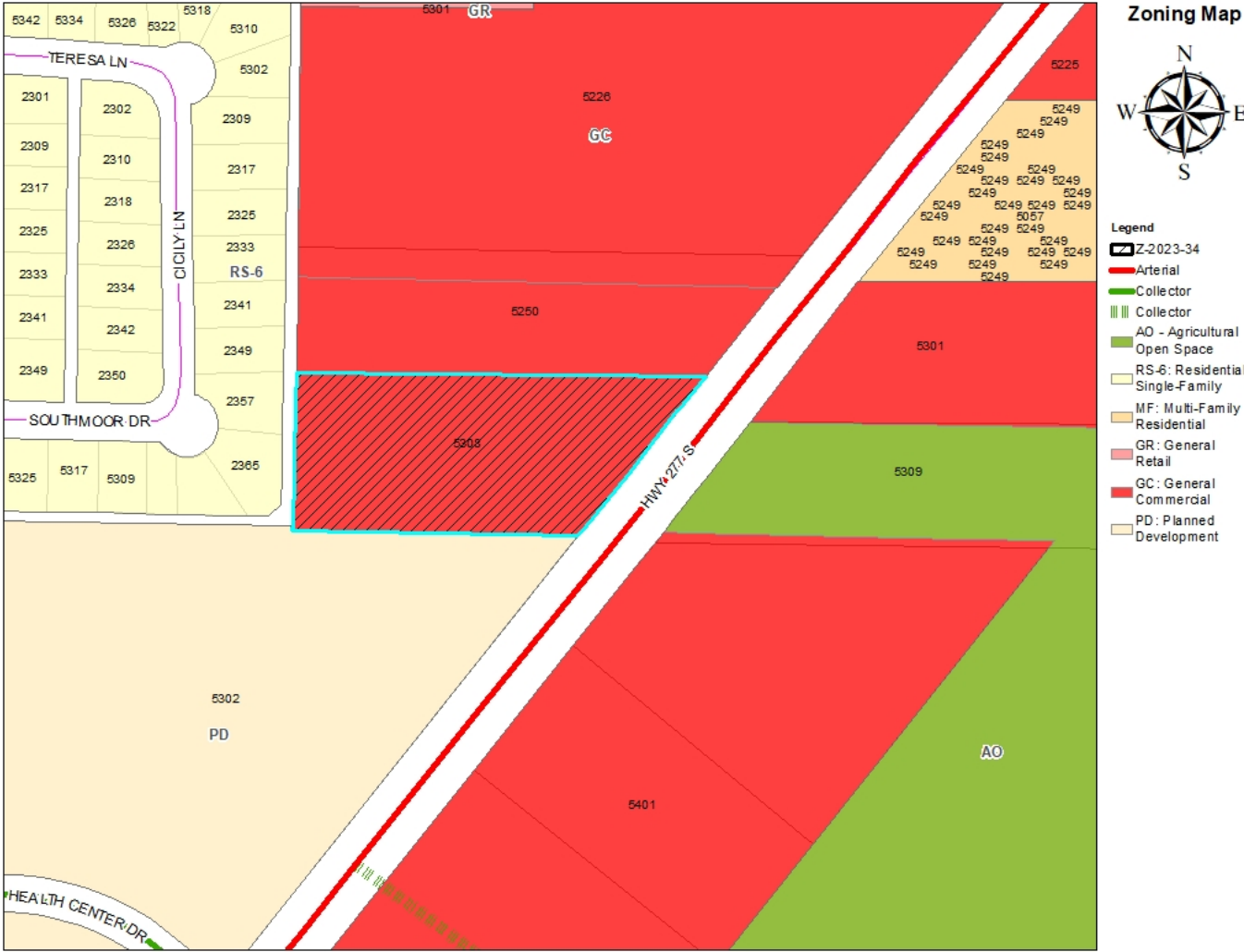
Property ID

OWNER	PROP_ID	SITUS	RESPONSE
MARSH GREG	11553	2333 CICILY LN	
BHUJEL MOM LAL	11715	2341 CICILY LN	
THOMPSON GERALD D &	11858	2349 CICILY LN	
TAYLOR GLENN F JR &	11983	2357 CICILY LN	
FERGUSON RONALD M &	12110	2365 CICILY LN	
CUNNINGHAM LORAN B	12233		
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SUGAR AGUA #1 LTD	105625	5301 HWY 277 S	
RUSHMORE INVESTMENT LLC	109558	5401 HWY 277 S	
WHITNEY ENTERPRISE LLC	970054	5302 HEALTH CENTER DR	
DAVIS JASON & KRISTEE M	1086179		

Arial location MAP



ZONING MAP





REZONE REQUEST

Case: Z-2023-34

Owner: Aaron & Andrea Robinson

Agent: Jacob & Martin, LLC

Request: Rezoning from General Commercial (GC) to General Retail (GR).

Location: 5308 Hwy 277 S

Notification: 0 in Favor, 0 Opposed

Planning & Zoning: October 3, 2023

City Council Hearing: October 26, 2023
November 2, 2023

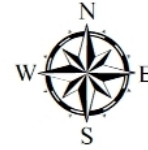




Z-2023-34 AERIAL LOCATION MAP



Aerial Map

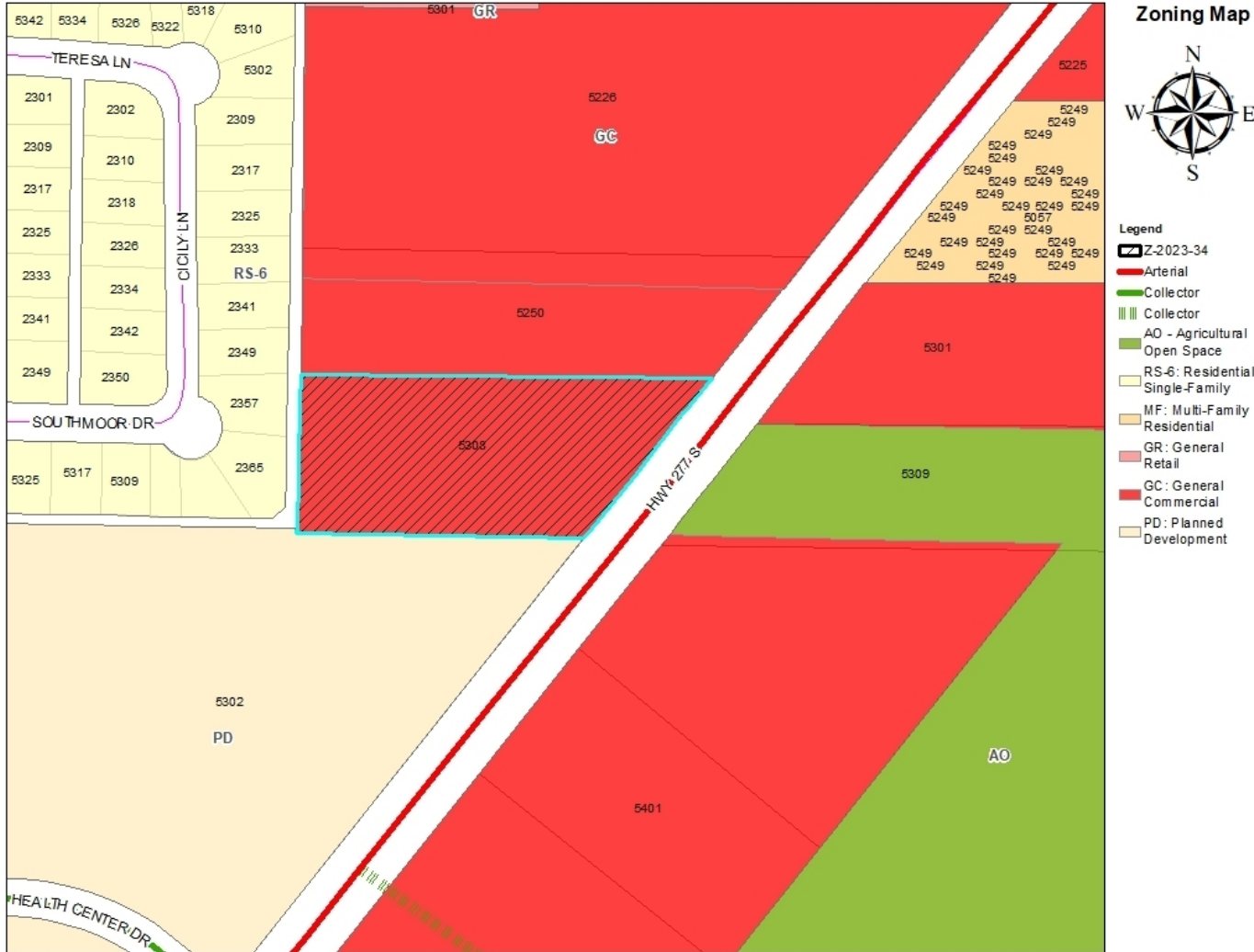


Legend
Z-2023-34
CounierParcels





Z-2023-34 ZONING MAP





PERMITTED USES IN GC ZONING

RESIDENTIAL USES:

- P Hotel/Motel
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- TP Itinerant Business
- P Manufacturing (incidental)
- C Mobile Home (permanent security residence)
- TP Mobile Home (temporary security residence)
- C Mobile Home or Temporary Building (office for sales and service)
- P Recycling Collection Point
- C Travel Trailers (accessory to hospitals)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- P Cultural Facilities
- P Drive-in Theater
- P Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Recreation and Commercial Entertainment – Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Ambulance Service
- P Fire/Police Station
- C Homeless/Emergency Shelter
- P Hospital
- P Medical/Dental Laboratory
- P Post Office
- C Rehabilitation Facility
- P Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P Educational and Scientific Research
- P School: Public/Private
- P Trade/Business School
- P University/College

SERVICE

- P/C Automobile Wash
- C Contractor Services
- P Funeral Home/ Mortuary/Morgue
- C Kennel (With Outdoor Pens)
- P Kennel (Without Outdoor Pens)
- P Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- P Printing, Copying, Reproduction, Publishing
- C Recycling Collection and Processing Center
- P Repair and Maintenance Services - Automobile/Small Truck (major)
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Repair and Maintenance Services (outdoors)
- P Storage - Self-Service Units
- P Tattoo Parlor
- P Taxidermist
- P Veterinary Service (small animals)

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

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





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
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- P Recreation – Outdoors (passive)
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GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

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- P Fire/Police Station
- P Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

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- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P Educational and Scientific Research
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- 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

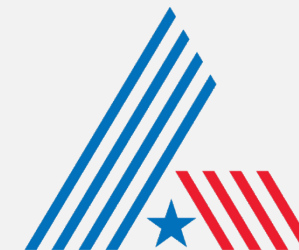
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (Defined under Liquor Store)
- P Liquor Store (On Premises Consumption) (Defined under Liquor Store)
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- P Restaurant, Standard
- P Retail 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



CITY OF
ABILENE
TEXAS



Z-2023-06 VIEWS OF SUBJECT PROPERTY



East



North



North East

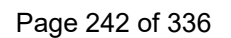
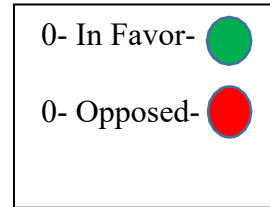


West



South







FINDINGS AND RECOMMENDATIONS

The proposed request is consistent with:

- The proposed *Comprehensive Plan*;
- The surrounding uses and zoning;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.

P&Z Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 10/26/2023

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 14. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Award a Contract to LJA Engineering, Inc. for the Lake Fort Phantom Recreational Development and Parks Master Plan RFP#CB-2317 (Lesli Andrews)

GENERAL INFORMATION

The City released a Request for Proposal on November 21, 2022. There were three responses (LJA Engineering Inc., Brandstetter Carroll Inc., Woolpert) that were graded by a committee on:

- A. Compliance with RFP instructions (5%)
- B. Proposed timeline for the Study (25%)
- C. Project Team, Project Approach (15%)
- D. Previous Team Experience (10%)
- E. References (10%)
- F. Examples of previous related park master plan experience (15%)
- G. Examples of previous related lake master plan experience (15%)
- H. Abilene project team member (5%)

LJA Engineering, Inc. was selected as the firm. The City of Abilene waited until the new fiscal year to begin the study which will take approximately 30 weeks.

The City of Abilene Parks and Recreation Department is requesting to establish a planning document that encapsulates the holistic vision of recreational development potential at and around Lake Fort Phantom, including a Parks Master Plan. The outcomes proposed should clearly define effective use of existing facilities with potential facility improvements, additions, magnitude of probable cost, and staffing adjustments/additions to best meet the needs of the Abilene citizens and guests served at Lake Fort Phantom.

SPECIAL CONSIDERATIONS

The City of Abilene has an interest in developing additional recreational opportunities as well as expanding or improving existing opportunities at Lake Fort Phantom. This could include, but not limited to; a public safety duty station, fishing pier, boat dock, camping area, marina, restaurant, store, etc.

FUNDING/FISCAL IMPACT

The cost for the plan is \$126,700 and will be paid from the Minor Improvement Fund.

STAFF RECOMMENDATION

Staff recommends approving the contract for the Lake Fort Phantom Recreational Development and Parks Master Plan.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 10_26_23 Resolution LJA Engineering Lake Fort Phantom Rec and Master Plan
2. Professional Services Contract_with LJA edits_13OCT2023
3. 23-16498 Lake Fort Phantom FINAL 23OCT17
4. Lake Fort Phantom Recreation Plan

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LJA ENGINEERING, INC. FOR THE LAKE FORT PHANTOM RECREATIONAL DEVELOPMENT AND PARKS MASTER PLAN.

WHEREAS, on December 21, 2022 Requests for Proposals CB#-2317 were received for the Lake Fort Phantom Recreational Development and Parks Master Plan; and

WHEREAS, three bids were received; and

WHEREAS, LJA Engineering, Inc. was selected at a cost of \$126,700.00.

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

Part 1: The City Manager is hereby authorized to enter into a contract with LJA Engineering, Inc. for the Lake Fort Phantom Recreational Development and Parks Master Plan at a cost of \$126,700.

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

ADOPTED this 26th day of October 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT Engineers & Architects

This contract, dated the 26 day of October, 2023, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and LJA Engineering, Inc., a corporation organized under the laws of the State of Texas (“Consultant”).

The City is engaged in Lake Fort Phantom Recreational Development and Parks Master Plan and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

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

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF CONSULTANT

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

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

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
___ 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
___ 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<u>X</u> 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<u>X</u> 4. Professional Liability	\$500,000 combined single limit (per claim)
___ 5. See Addendum for Special Coverages and/or revisions	

6. No Insurance Required

D. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Consultant's total liability to the City or any other party claiming by or through this Contract for any and all claims, losses, expenses or damages whatsoever arising out of or in any way related to the services or this Contract from any causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the proceeds of applicable insurance required herein.

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

Venue for any cause of action arising under this contract is Taylor County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party. Notwithstanding any provision of this Contract to the contrary, in no event shall either party be liable to the other for consequential, incidental, punitive, special, or exemplary damages, including lost revenues, profits, delays, or other economic loss arising from any cause including breach of warranty, breach of contract, tort, strict liability or any other cause whatsoever.

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

City – ATTN: Lesli Andrews
City of Abilene
633 Walnut
Abilene, Texas 79601

Consultant – ATTN: Johnathan Pomietlo, PLA
LJA Engineering, Inc.
3600 W Sam Houston Pkwy S, Suite 600
Houston, Texas 77042

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. BOYCOTT OF ISRAEL

In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that: (a) is between a governmental entity and a company with 10 or more full-time employees, and (b) has a value of \$100,000 or more that is to

be paid wholly or partly from public funds of the governmental entity. Additionally, “company” does not include a sole proprietorship.

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

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

CITY OF ABILENE

PROFESSIONAL

By:

By:

Name:

Name: James S. Wiegert, PE

Title:

Title: Senior Vice President

Address: 6060 North Central
Exp., Ste. 400
Dallas, Texas 75206

Phone Number: 469-621-0710

ATTEST:

Federal Tax ID#: 76-

0540328

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____
City Attorney

ATTACHMENT A

Scope of Services

Scope and fee herein anticipate providing Planning and Landscape Architecture services for the preparation of a Recreational Development and Parks Master Plan for Lake Fort Phantom, as shown in Proposal, Exhibit A and B. See attached for more details.

ATTACHMENT B

PAYMENT SCHEDULE

PARTIES TO INITIAL OPTION SELECTED

OPTION 1 ____

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

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

OPTION 2 ____

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

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

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

OPTION 3 X

Payment is a fixed fee amount of \$126,700. payable per invoice upon completion of the work and written acceptance by City's Project Representative.

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

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial

optionchosen (Option 1) X

All documents and materials prepared by Professional under the terms of this contract are the City's property from the time of preparation, and Professional must deliver the documents and materials to the City or make them available for inspection whenever requested. Professional has the right to make duplicate copies of such documents or materials for its own file or for other such purposes as the City authorizes in writing.

(Option 2)

All documents and materials prepared by the Professional remain the property of the Professional; however, Professional must furnish City, at no additional cost, one set of reproducible mylars of the original drawings of the work and/or one copy of all documents prepared by the Professional pursuant to this Agreement.

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

ATTACHMENT E
NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT F
CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.



October 16, 2023

PROPOSAL

Lesli Andrews
City of Abilene
555 Walnut Street
Abilene, Texas 79601

Re: Lake Fort Phantom Recreational Development and Parks Master Plan
City of Abilene, Jones County, Texas
LJA Job No. NTP009-0298
LJA Proposal No. 23-16498

Dear Ms. Andrews:

LJA Engineering, Inc. is pleased to submit this proposal for the following services in accordance with the terms and conditions set forth in the Professional Service Agreement prepared by City of Abilene.

PROJECT DESCRIPTION

Scope and fee herein anticipate providing Planning and Landscape Architecture services for the preparation of a Recreational Development and Parks Master Plan for Lake Fort Phantom, as shown in Exhibit A and B.

PHASE 1

- Site Inventory, Analysis, and Programming
 - Data Collection and Site Visits
 - Site Mapping
 - Programming / Public Input

PHASE 2

- Park Master Plan, Feasibility, and Prioritization
 - Theming and Project Visioning
 - Preliminary Park Master Plan
 - Preliminary Opinion of Probable Cost
 - Stakeholder Input
 - Public Involvement / Prioritization Matrix
 - Final Park Master Plan
 - Final Opinion of Probable Cost
 - Funding Recommendations
 - Client Coordination

PHASE 3

- Parks Master Plan Report
 - Parks Master Plan Report Outline
 - Preliminary Parks Master Plan Report
 - Final Master Plan Report

SCOPE OF SERVICES

PLANNING AND DESIGN SERVICES

PHASE 1 – SITE INVENTORY AND PROGRAM ANALYSIS

300. DATA COLLECTION AND SITE VISIT

LJA will collect data, prepare base maps and coordinate with City GIS staff for acquisition and preparation of GIS base maps and data for the project site. LJA will coordinate with City Staff to conduct an initial site walk invaluable feel for the area, existing condition assessment, views, and site photos. LJA will also coordinate with City Staff on available maps, studies or reports that have been completed for the project area. Base maps will be utilized for the Inventory, Analysis, Site Studies, and development of the Park Master Plan. Base maps may include but are not limited to; topography (contours), available LiDAR points, future land use plan, Soils data, (GIS) data for existing utilities, ownership of parcels located within boundary and surrounding areas, flood maps, environmental mapping, electrical easements and other encumbrances within the project limits. Scope includes (2) site visits. Additional site visits may be requested as an additional fee.

301. SITE MAPPING

LJA will prepare a series of maps and studies to evaluate the site's existing conditions, historical values, and opportunities and constraints of the site as well as how it ties into the area's regional context. LJA will rely on the City to provide regional and site specific mapping/information that may help inform site mapping. Site mapping to include:

- Regional Context
- Site Context
- Historical Analysis
- Demographics Analysis
- Opportunities And Constraints Maps
- Wetland And Floodplain
- Vehicular Circulation
- Pedestrian Circulation
- Existing Uses
- Existing Vegetation
- Existing Utilities
- Composite Inventory And Analysis
- Opportunities And Constraints Map

Scope includes preliminary mapping to be submitted to the City for review and final mapping incorporating city comments to be delivered at the end of phase one.

302. PROJECT PROGRAMMING / PUBLIC INPUT

Format proposed program element options into a presentation to host a Public Meeting to receive valuable input from the residents of the community. LJA will do a couple of break out exercises to gain knowledge of the public's priority of program elements to summarize all raw data for the City. LJA will summarize and recommend the top choices to the project stakeholder group and provide all raw data to the City. This scope includes (1) in-person meeting.

PHASE 2 – PARK MASTER PLAN, FEASABILITY, AND PRIORITIZATION

300. THEMING AND PROJECT VISIONING

Work with City Staff to develop the vision for the project. LJA anticipates participating in a workshop meeting with the City Staff to further strengthen history of the project with potential themes that identify aesthetics of the project program and potential amenities to be included in the Project. As the theme develops and progresses, LJA will provide imagery and concept sketches, as needed to explore, and convey the intent of the potential themes. One (1) in-person meeting is available for additional fee.

301. PRELIMINARY PARK MASTER PLAN

The Preliminary Park Master Plan will propose (2) versions of improvements site wide to make the lake a premier signature lake and regional destination. The Preliminary Park plan will serve as an updated vision of the lake that looks at each major park and program elements as well as overall look and feel. The final deliverable for this task will be (2) Preliminary Park Master Plans to communicate the design intent of the parks amenities with enough detail to inform a preliminary opinion of probable cost to the City.

302. PRELIMINARY OPINION OF PROBABLE COST

Prepare a Preliminary Opinion of Probable Cost based on the Preliminary Park Master Plan. In lieu of Client-provided unit prices, LJA standard pricing will be used. The estimate will include development costs for proposed Improvements. This scope includes one (1) Preliminary Option of Probable Cost.

303. STAKEHOLDER INPUT

Prepare a presentation of the Preliminary Park Master Plan for the City Staff and Stakeholder Group. This will allow a first glance of the proposed improvement for the City and the Stakeholders to review and discuss. One (1) in-person meeting is available for additional fee.

304. PUBLIC INVOLVEMENT / PRIORITIZATION MATRIX

Format the Preliminary Park Master Plan into a presentation to host a Public Meeting to receive valuable input on the overall plan from the residents of the community. LJA will do a couple of break out exercises to gain knowledge of the public's priority of different areas of the Lake Master Plan to create a Prioritization Matrix to summarize all raw data for the City. This scope includes (1) in-person meeting.

305. FINAL PARK MASTER PLAN

The Park Master Plan will be a revised version of the Preliminary Park Master Plan. The final deliverable for this task will be to communicate the design intent of the parks amenities with enough detail to inform a final opinion of probable cost to the City.

306. FINAL OPINION OF PROBABLE COST

Prepare an Opinion of Probable Cost based on the Park Master Plan. In lieu of Client-provided unit prices, LJA standard pricing will be used. The estimate will include development costs for proposed Improvements. This scope assumes (1) Cost Estimate.

307. FUNDING RECOMMENDATIONS

LJA will help the City with possible funding recommendations with a detailed list of the funding / grant opportunities. The list will have the funding source, grant amount, application location and instructions, and deadlines.

308. CLIENT COORDINATION

Host (1) in-person a meeting with City Staff to discuss the Park Master Plan and final reports of Phase 2 and attend meetings and coordinate with civil engineers, Client, and others, including sharing of files and coordination meetings, as requested by Client.

PHASE 3 – PARKS MASTER PLAN REPORT

300. PARK MASTER PLAN REPORT OUTLINE

LJA will develop a detailed outline for the Parks Master Plan Report to verify with City Staff that all pertinent information is covered in order in a manner that is preferred by the City. Scope includes one (1) call to discuss the report outline.

301. PRELIMINARY PARK MASTER PLAN REPORT

Upon gaining approval from City Staff on the outline, LJA will work to create a Preliminary Park Master Plan Report that compiles all the information from the previous phases into a document that will display each of the programmable spaces and parks surrounding the Lake. LJA will do a detailed page turn with the city to allow for (1) round of comments to be amended in the Final Park Master Plan Report. Scope includes one (1) call to discuss the report.

302. FINAL PARKS MASTER PLAN REPORT

Upon receiving comments from the City on the Preliminary Park Master Plan Report LJA will in turn apply the needed revision to the Parks Master Plan Report. LJA will then send the final proof to City Staff for Approval. Additional rounds for review are available for an additional fee.

GENERAL CONDITIONS

This Scope is based on the following General Conditions:

- All negotiations and coordination with adjoining property owners will be by Client.
- Site will be developed in accordance with City of Abilene Ordinance and engineering design manual subdivision ordinance.
- Scope of Services is for Lake Fort Phantom improvements only, as shown on Exhibit A.
- Any additional work not specifically included in the Proposed Scope of Work will be accomplished as Additional Services.
- The Client shall, in a timely manner, provide full information regarding the requirements of the project, including design objectives, constraints and criteria, and any other relevant information; shall designate a representative to act on Client's behalf to examine the documents or the work as necessary and to render decisions related thereto in a timely manner so as to avoid unreasonable delays; and shall furnish all services required for the expeditious completion of the project which are not part of LJA services to be provided under this agreement.
- The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas. The Board's address and phone is P. O. Box 12337, Austin, TX 78711, phone: 512-305-9000, fax: 512-305-8900. The Board's web site address is www.tbae.state.tx.us.

COMPENSATION SCHEDULE

PLANNING & LANDSCAPE DESIGN SERVICES

(01) PHASE 1			
300	Data Collection And Site Visit	Lump Sum	\$8,500
301	Site Mapping	Lump Sum	\$8,500
302	Project Programming / Public Input	Lump Sum	\$6,000
(02) PHASE 2			
300	Theming	Lump Sum	\$6,500
301	Preliminary Concept Park Master Plan	Lump Sum	\$17,000
302	Preliminary Opinion Of Probable Cost	Lump Sum	\$3,500
303	Stakeholder Input	Lump Sum	\$6,000
304	Public Involvement / Prioritization Matrix	Lump Sum	\$6,500
305	Final Park Master Plan	Lump Sum	\$16,000
306	Final Opinion of Probable Cost	Lump Sum	\$3,500
307	Funding Recommendations	Lump Sum	\$1,500
308	Client Coordination	Lump Sum	\$2,500
(03) PHASE 3			
300	Parks Masterplan Report Outline	Lump Sum	\$8,200
301	Preliminary Parks Masterplan Report	Lump Sum	\$19,000
302	Final Parks Masterplan Report	Lump Sum	\$8,500
Z99	Reimbursable Expenses	T&M	\$5,000
TOTAL			\$126,700

ADDITIONAL SERVICES

Compensation for Additional Services not listed herein or services required due to change in municipal ordinances and/or State legislation will be billed on a time and materials basis in accordance with LJA Standard Rate Schedule below or on a lump sum basis agreed upon at the time the work is authorized.

- Revisions to the plans requested by the Client after the plans are approved, unless necessitated by discrepancy in the plans
- Design of areas outside the limits of the defined project site
- Tree Mitigation Plans
- Additional graphic products needed for marketing or public meetings
- Additional meetings or workshops not identified in the project scope of services
- Negotiations with adjacent property owners
- On-site inspections during construction or other construction services
- Architectural services
- Arborist services
- Structural Engineering

- Irrigation Design or Specifications
- Civil Engineering Services
- Electrical engineering for site lighting or irrigation controller location(s) (assumed turnkey by installer or others)
- Surveying or field verification of existing hardscape or topography
- As-built surveys
- Construction Documents

BILLING RATES

LABOR CATEGORY	LOWEST	HIGHEST
Department Head (VP, Division Manager)	\$225.00	\$300.00
Senior Consultant	\$230.00	\$290.00
Director	\$200.00	\$285.00
Group Manager	\$195.00	\$265.00
Sr. Project Manager	\$190.00	\$260.00
Project Manager	\$135.00	\$210.00
Senior Project Engineer	\$140.00	\$215.00
Professional Engineer (Project Engineer, APM)	\$120.00	\$195.00
Graduate / Design Engineer	\$ 90.00	\$140.00
Sr. Civil Designer	\$ 90.00	\$175.00
Civil Designer	\$ 80.00	\$140.00
Sr. Planner	\$130.00	\$195.00
Planner	\$ 85.00	\$150.00
Sr. Landscape Architect (Studio Lead)	\$130.00	\$175.00
Landscape Architect	\$100.00	\$165.00
Landscape Designer	\$ 85.00	\$140.00
Sr. Construction Manager	\$120.00	\$195.00
Construction Manager	\$100.00	\$155.00
Resident Project Representative	\$ 85.00	\$145.00
Construction Engineer	\$ 85.00	\$145.00
Construction Inspector	\$ 70.00	\$135.00
GIS Developer	\$105.00	\$190.00
GIS Analyst	\$ 75.00	\$125.00
Survey Project Manager	\$130.00	\$210.00
Project Surveyor	\$110.00	\$170.00
Survey Technician	\$ 75.00	\$155.00
Clerical (Admin. Assistant)	\$ 60.00	\$125.00
Intern	\$ 45.00	\$ 85.00

REIMBURSABLE EXPENSES

In performance of the Scope of Services attached to the Project specific Proposal, the following types of expenses are not contemplated in the Total Proposal Fee. These are considered Reimbursable Expenses and LJA will be compensated for in accordance with the following:

1. Reproduction, out-of-town travel expenses, employee travel and mileage, and other non-labor charges directly related to the Project will be billed at cost plus ten percent.
2. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed at cost plus ten percent.
3. Subcontracted services and other services by outside consultants will be billed at cost plus ten percent.
4. Vehicle mileage will be charged at the current IRS mileage rate per mile for all travel.
5. Sales tax as required by state law for surveying services will be billed at cost.

If this proposal meets with your approval, please execute proposal and return a copy to us. Your signature below will be sufficient authorization to commence the stated work.

We appreciate this opportunity to submit this proposal and look forward to working with you on this project. If you have questions, please call me at 214.620.2742.

Sincerely,



Johnathan Pomietlo, PLA
Associate Principal

CITY OF ABILENE

By: _____

Name: _____

Date: _____



Thomas Meurer, PLA
Director, Planning and Landscape Architecture

JP/rr

Attachments

Exhibit A – Project Exhibit

Exhibit B – Completion Schedule

EXHIBIT A

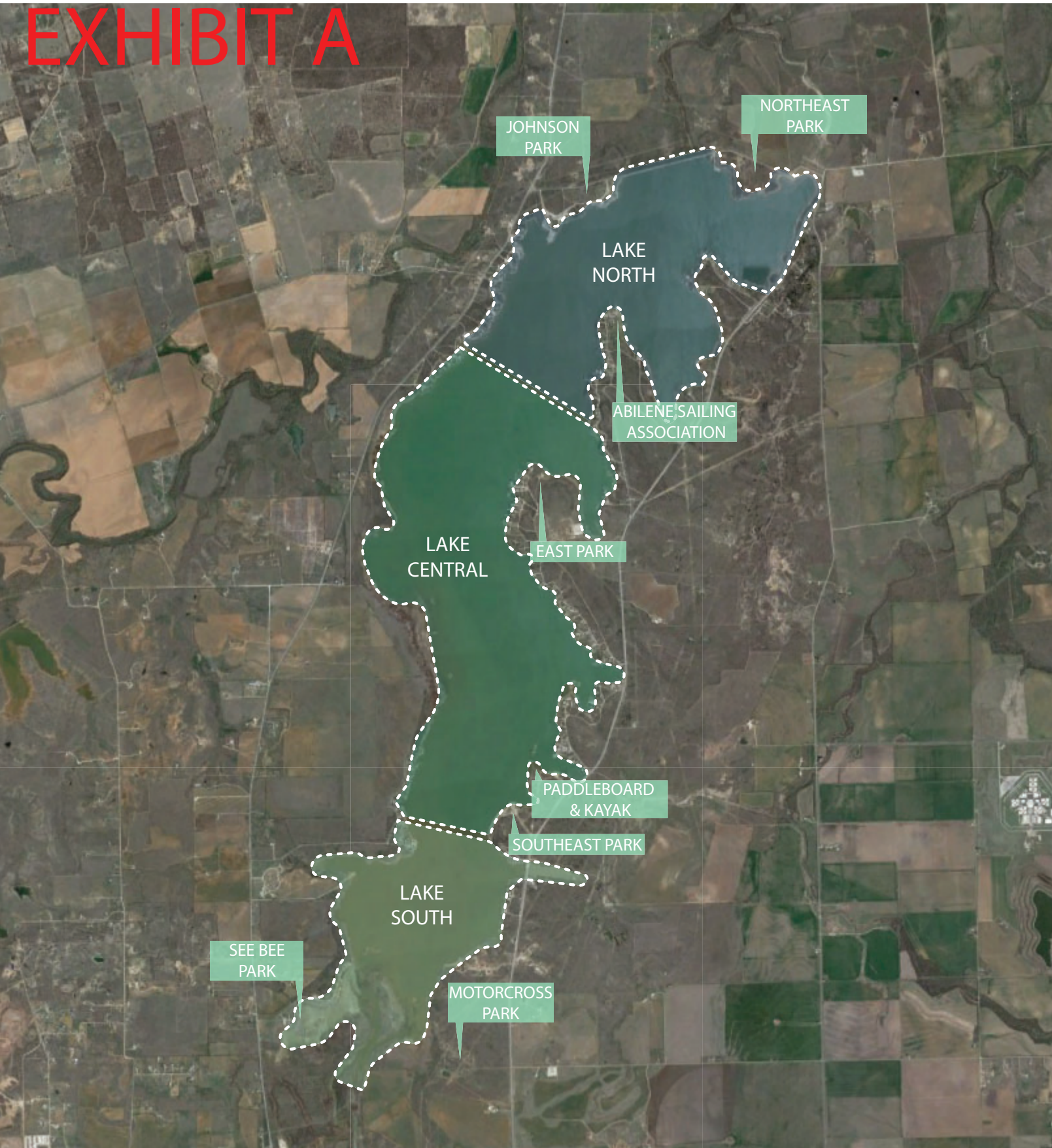




EXHIBIT B: COMPLETION SCHEDULE FOR LAKE FORT PHANTOM

SCHEDULE

All deliverables will be submitted according to the following tentative schedule for completion, for review by the City prior to submittal of final documents. These will be submitted to the City of Abilene Director of Parks and Recreation.

TASK	WORK WEEKS TO COMPLETE
(1) PHASE ONE	
1. Data Collection and Site Visit	2 weeks
2. Site Mapping	2 weeks
3. Project Programming / Public Input	2 weeks
Subtotal Approximate Date	6 Weeks March 17th
(2) PHASE TWO	
1. Theming	2 weeks
2. Preliminary Park Master Plan and Opinion of Probable Cost	6 weeks
3. Stakeholder Input/Public Involvement/Prioritization Matrix	2 weeks
4. Final Park Master Plan and Opinion of Probable Cost	7 weeks
5. Funding Recommendations	1 week
Subtotal Approximate Date	18 Weeks July 21st
(3) PHASE THREE	
1. Parks Masterplan Report Outline	2 weeks
2. Preliminary Parks Masterplan Report	6 weeks
3. Final Parks Masterplan Report	4 weeks
Subtotal Approximate Date	12 Weeks October 13th
TOTAL PROJECT TIME:	30 WEEKS

Resolution: Lake Fort Phantom Recreational Development and Parks Master Plan

October 26, 2023





Lake Fort Phantom Recreation Plan

On November 21, 2022 staff released an RFP for a Lake Fort Phantom Recreational Development and Parks Master Plan.

OBJECTIVE:

This RFP is issued by the City of Abilene Parks and Recreation Department for the purpose of establishing a planning document that encapsulates the holistic vision of recreational development potential at and around Lake Fort Phantom, including a Parks Master Plan. The outcomes proposed should clearly define effective use of existing facilities with potential facility improvements, additions, magnitude of probable cost, and staffing adjustments/additions to best meet the needs of the Abilene citizens and guests served at Lake Fort Phantom.

The City of Abilene has an interest in developing additional recreational opportunities as well as expanding or improving existing opportunities at Lake Fort Phantom. This could include, but not limited to; a public safety duty station, fishing pier, boat dock, camping area, marina, restaurant, store, etc.





Lake Fort Phantom Recreation Plan

Scope of Work:

- A review of existing conditions, infrastructure, context, and connections to the surrounding areas.
- A recommendation for a flexible and intentional facility or facilities.
- Secure safe facility that promotes inclusivity, pride and versatility within the community with economical access options.
- A place that promotes longevity with durable design features and adaptable spaces.
- The inclusion of possible programmed amenities that appeals to multiple user groups of various ages and levels of activity.
- Financial performance is a vital aspect of feasibility. A model Operating Budget to be developed for the facility's proposed program reflective of current budgeting methodologies and through comparison to similar facilities. Cost recovery (ROI) targets should also be developed to ascertain the necessary patronage as well as pricing required to achieve cost recovery goals.
- Magnitude of probable cost for remodel and future expansion to include staffing levels and cost of goods, if required.
- Identify any new revenue sources or service enhancements not currently being utilized by the City of Abilene.
- Planning document that defines potential services and a timeline for expansion of services





Lake Fort Phantom Recreation Plan

Phase 1:

Site Inventory, Analysis and Programming

- Data Collection and Site Visits
- Site Mapping
- Programming / Public Input

Phase 2:

Park Master Plan, Feasibility and Prioritization

- Theming and Project Visioning
- Preliminary Park Master Plan
- Preliminary Opinion of Probable Cost
- Stakeholder Input
- Public Involvement / Prioritization Matrix
- Final Park Master Plan
- Final Opinion of Probable Cost
- Funding Recommendations
- Client Coordination

Phase 3:

Parks Master Plan Report

- Parks Master Plan Outline
- Preliminary Parks Master Plan Report
- Final Master Plan Report

Timeline:

- Phase One - 6 weeks
- Phase Two - 18 weeks
- Phase Three - 12 weeks
- Total Project Time - 30 weeks





Lake Fort Phantom Recreation Plan

COMPENSATION SCHEDULE

PLANNING & LANDSCAPE DESIGN SERVICES			
(01) PHASE 1			<u>Cost</u>
300	Data Collection And Site Visit	Lump Sum	\$8,500
301	Site Mapping	Lump Sum	\$8,500
302	Project Programming / Public Input	Lump Sum	\$6,000
(02) PHASE 2			
300	Theming	Lump Sum	\$6,500
301	Preliminary Concept Park Master Plan	Lump Sum	\$17,000
302	Preliminary Opinion Of Probable Cost	Lump Sum	\$3,500
303	Stakeholder Input	Lump Sum	\$6,000
304	Public Involvement / Prioritization Matrix	Lump Sum	\$6,500
305	Final Park Master Plan	Lump Sum	\$16,000
306	Final Option Of Probable Cost	Lump Sum	\$3,500
307	Funding Recommendations	Lump Sum	\$1,500
308	Client Coordination	Lump Sum	\$2,500
(03) PHASE 3			
300	Parks Masterplan Report Outline	Lump Sum	\$8,200
301	Preliminary Parks Masterplan Report	Lump Sum	\$19,000
302	Final Parks Masterplan Report	Lump Sum	\$8,500
(04) PHASE 4 - Future Phase			
310	Schematic Design		
311	3D Visualization		
312	Opinion Of Probable Cost		
313	Grant Support Services		
Z99	Reimbursable Expenses	T&M	\$5,000
TOTAL			\$126,700





Lake Fort Phantom Recreation Plan



Request approval to award the contract to
LJA Engineering, Inc.

Questions?





City Council Agenda Memo

City Council Meeting Date: 10/26/2023

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: **15. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for Cedar Ridge Water Right Support (Rodney Taylor)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. (eHT) for Cedar Ridge Water Right Support in the amount not to exceed \$290,000.00. This contract will provide for professional services Task 1 in support of the water right permitting effort including technical services, review of the draft permit, processing requests for information, preparation of memorandum and meeting materials, and participating in meetings in the amount not to exceed \$160,000.00, and Task 2 in support of a contested case hearing if needed in the amount not to exceed \$130,000.00.

SPECIAL CONSIDERATIONS

The City of Abilene is continuing to pursue a water right permit for the development of Cedar Ridge Reservoir, a Recommended Water Management Strategy and Unique Reservoir Site as identified in the approved Brazos G Regional and State Water Plans. In 2011, eHT and HDR Engineering, Inc. the Consultant Team, assisted the City in submitting State Water Right Application No. 12747. The Texas Commission on Environmental Quality (TCEQ) has had the Application under review and has recently indicated that TCEQ Staff are moving forward with issuing additional requests for information and ultimately a draft permit for applicant review.

This scope of services is for the Consultant Team to provide professional services in support of the state water right permitting effort.

Construction of the Cedar Ridge Reservoir also requires a Federal Clean Water Act Section 404 Permit (404 Permit). This agenda item does not include services associated with the 404 Permitting process. In November, 2013 the Consultant Team assisted the City in submitting a

Federal 404 Permit Application to the United States Army Corp of Engineers (USACE). As part of the federal permitting process, the USACE must prepare an Environmental Impact Statement (EIS). A third party contractor, selected by the USACE and funded by the City of Abilene, must develop a Purpose and Need section of the EIS. In April 2020 the City made a decision to temporarily place on hold the contract amendment authorizing the development of the Purpose and Need section. The Abilene City Council will determine the appropriate action on the 404 Permit at a later date.

FUNDING/FISCAL IMPACT

This contract will utilize Water Utilities funds designated for Capital Improvement Projects.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the professional services contract with Enprotec/Hibbs & Todd, Inc. for Cedar Ridge Water Right Support in the amount not to exceed \$290,000.00 as described herein.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-PS Contract-EHT-Cedar Ridge Water Right Support-10-26-2023
2. Cedar Ridge Water Right Support Contract
3. Presentation-PS Contract-EHT-Cedar Ridge Water Right Support-10-26-2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH ENPROTEC/HIBBS & TODD, INC. FOR THE CEDAR RIDGE WATER RIGHT SUPPORT.

WHEREAS, the City of Abilene (Abilene) owns and operates a public water supply system which provides potable water for its citizens and for this region; and

WHEREAS, Abilene is a part of the Region G Water Planning Group which develops detailed population and water demand projections for the Brazos River Basin and identifies water management strategies for addressing water deficits, and

WHEREAS, the 2021 State Water Plan identifies the Cedar Ridge Reservoir as one of the recommended water management strategies for Abilene and this region; and

WHEREAS, in August 2011 Abilene filed a State Water Right Application with the Texas Commission on Environmental Quality (TCEQ), and the draft permit is pending; and

WHEREAS, since September 2006 Enprotec/Hibbs and Todd, Inc. has been contracted with Abilene to provide professional services related to the Regional Water Supply Project including preparing and submitting the State Water Right Application; and

WHEREAS, the professional services contract with Enprotec/Hibbs & Todd, Inc. for the Cedar Ridge Water Right Support will provide for Task 1 technical services, review of the draft permit, and related tasks in the amount not to exceed \$160,000.00, and Task 2 supporting a contested case hearing if needed in the amount not to exceed \$130,000.00; and

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

That the City Manager is authorized to execute the professional services contract with Enprotec/Hibbs & Todd, Inc. for the Cedar Ridge Water Right Support in the amount not to exceed \$290,000.00.

ADOPTED this 26th day of October, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT

Engineers & Architects

This contract, dated the 26 day of October, 2023, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Enprotec/ Hibbs & Todd, a Corporation organized under the laws of the State of Texas ("Consultant").

The City is engaged in Cedar Ridge Water Right Support and desires to engage the services of Consultant, as an independent contractor and not as an employee, to assist in the project and to render his or her or its services on the terms and conditions provided in this Contract.

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

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

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

I. TERMS

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

II. FEE

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

III. FACILITIES

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

IV. ASSIGNMENT

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

V. STATUS OF CONSULTANT

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

VI. AMENDMENT OR MODIFICATION

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

VII. OWNERSHIP OF DOCUMENTS AND MATERIALS

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

VIII. NONDISCLOSURE

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

IX. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

X. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates must:

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

C. TYPES AND AMOUNTS OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
<u>_X_</u> 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
<u>_X_</u> 2. Commercial (Public) Liability including, but not limited to: • Premises/Operations • Independent Contractors • Products/Completed Operations • Contractual Liability (insuring above indemnity) and where the exposures exist • Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<u>_X_</u> 3. Business Automobile Liability to include coverage for: • Owned/Leased Autos • Non-Owned Autos • Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<u>_X_</u> 4. Professional Liability	\$500,000 combined single limit (per occurrence)
<u> </u> 5. See Addendum for Special Coverages and/or revisions	

___6. No Insurance Required

XI. VENUE, CHOICE OF LAW AND INTERPRETATION

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

XII. TERMINATION

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

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

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

XIII. PROJECT REPRESENTATION

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

XIV. NOTICE

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

**City – ATTN:
Rodney Taylor, Water
Administration
PO Box 60
Abilene, TX 79604-0060**

**Consultant – ATTN:
Jordan Hibbs, V.P.
402 Cedar St
Abilene, TX 79601**

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XVI. NO INDEBTEDNESS

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

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

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

XVII. EQUAL EMPLOYMENT OPPORTUNITY

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

XVIII. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XIX. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

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

XX. SALES TAX

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

XXI. LEGAL CONSTRUCTION

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

XXII. BOYCOTT OF ISRAEL

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

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

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

XXIII. SECTIONS AND OTHER HEADINGS

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

XIV. COUNTERPARTS

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

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

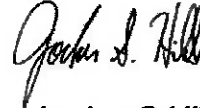
IN WITNESS HEREOF, the parties hereto have executed this contract effective as of the date written above:

CITY OF ABILENE

PROFESSIONAL

By:

By:



Name:

Name: Jordan S Hibbs, PE

Title:

Title: Vice President

Address: P.O. Box 3097, Abilene, Tx 79604

Phone Number: 325-698-5560

Federal Tax ID#: 75-2258512

ATTEST:

ATTEST: (if corporation)



City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____

City Attorney

Attachment A

Scope of Services

Cedar Ridge Water Right Support

Background

The City of Abilene (City) is continuing to pursue a water right permit for the development of Cedar Ridge Reservoir, a Recommended Water Management Strategy and Unique Reservoir Site as identified in the approved Brazos G Regional and State Water Plans. In 2011, Enprotec/Hibbs and Todd, Inc. (eHT) and HDR Engineering, Inc. (together, the Consultant Team) assisted the City in submitting Water Right Application No. 12747 (Application). The Texas Commission on Environmental Quality (TCEQ) has had the Application under review and has recently indicated that TCEQ Staff are moving forward with issuing additional requests for information (RFIs) and ultimately a draft permit for applicant review. This scope of services is for the Consultant Team to provide professional services in support of the permitting effort.

Scope of Services

Task 1 — Water Rights Permit Application Technical Support

Services to be provided by the Consultant Team under this task include continued professional technical services to support the Application. Specific tasks expected include the following but could include other related activities as the permitting process evolves.

Subtask 1.1 – Coordination with TCEQ and Review of Draft Permit

Consultant Team will coordinate with TCEQ staff on issues related to the proposed project. This coordination is specifically related to the Application. Up to three (3) meetings are anticipated with TCEQ staff. Technical support will include, but is not limited to, the following:

1. Up to three (3) coordination meetings with TCEQ staff to discuss the Application, to address RFIs, or to discuss draft permit language; and
2. Review and comment on Draft Permit language and provision of any suggested changes.

Subtask 1.2 – Permitting Team Meetings

Consultant Team will prepare for and participate in up to six (6) meetings with representatives of the City, outside legal counsel, and others as needed to address specific issues related to the Application.

Deliverables

1. Meeting materials and minutes.
2. Written materials / presentations as may be developed to support the discussion.

Subtask 1.3 – Requests for Information (RFI) and Ongoing Permit Support

Consultant Team will cooperate with the City and outside legal counsel in the development and submittal of information responsive to RFIs from TCEQ. This scope of work assumes that up to three (3) RFIs will be received and addressed by the Consultant Team.

Deliverables

1. Technical memorandum addressing each RFI.

Subtask 1.4 – Meetings with potential Protestants

Consultant Team will provide technical support to the City and outside legal counsel in the development of meeting materials to be presented to potential protestants of the Application. The purpose of these meetings will be to educate potential protestants on the specifics of the pending water right permit and provide the applicant's perspective of any perceived impacts from the Cedar Ridge project. These meetings will provide protestants an opportunity to review and comment on the accounting plan and the permit language to address any concerns in an attempt to avoid a contested case hearing.

Consultant Team will participate in up to eight (8) meetings with potential protestants, which could include water right holders in the Brazos Basin, environmental groups, and other interested parties.

Consultant Team will perform analyses and summarize data as it pertains to the concerns of each potential protestant.

Deliverables

1. Technical memorandum and meeting materials that summarize key information requested by protestants;
2. Follow up materials and coordination with TCEQ as may be required after meeting with potential protestants; and
3. Meeting minutes of meetings with potential protestants.

Task 2 — Water Rights Permit Application Contested Case Hearing Support

Task 2 services will only be performed if the application goes to a contested case hearing.

Consultant Team shall prepare technical analyses, memoranda, data summaries, exhibits and other items and shall perform consulting services necessary to support the Application. Consultant Team will prepare for and provide expert witness testimony under deposition and during any hearings held at the State Office of Administrative Hearings ("SOAH") in regard to the Application. Consultant Team will assist the City and its outside legal counsel in preparation of submittals in response to requests for discovery from other parties in the matter. Consultant Team will coordinate directly with the City and outside legal counsel, as necessary to perform the above services.

Attachment B
Compensation
Cedar Ridge Water Right Support

Compensation for Consultant services shall be on the basis of hourly rates in accordance with the attached Schedule of Charges plus reimbursable expenses and subcontracted costs times a factor of 1.05. Compensation under Task 2 for deposition preparation, deposition, and testimony will use a factor of 1.2 times the hourly rate.

Consultant will perform services in Attachment A on a time and materials basis not to exceed a fee of \$290,000 without additional authorization by the City. The following fee breakdown is anticipated, although distribution may vary based on work performed.

Task 1 – Water Rights Permit Application Technical Support: \$160,000

Task 2 – Water Rights Permit Application Contested Case Hearing Support: \$130,000

The expected project duration is 18 months. However, this duration is not exact due to the nature of the schedule of hearings at SOAH.

Hourly rates shown in the Schedule of Charges are subject to annual increases in January of each year.

Enprotec / Hibbs & Todd, Inc.
HOURLY CHARGES FOR PROFESSIONAL SERVICES (2023)

Charges include all salaries, salary expense, overhead, and profit.

Principal	\$ 240.00 per hour
Senior Project Manager	200.00 per hour
Project Manager	175.00 per hour
Senior Engineer / Geologist	160.00 per hour
Project Engineer / Geologist	140.00 per hour
Staff Engineer I / Geologist I	120.00 per hour
Staff Engineer II / Geologist II	115.00 per hour
RPLS I	160.00 per hour
Operations Specialist / Regulatory Compliance Specialist	155.00 per hour
Contract Operator (Certified Class A/B Operator)	120.00 per hour
Contract Operator (Certified Class C/D Water Operator)	100.00 per hour
Engineering / Field Technician I	140.00 per hour
Engineering / Field Technician II	115.00 per hour
Engineering / Field Technician III	90.00 per hour
Survey Tech I	90.00 per hour
Survey Tech II	70.00 per hour
CAD I	135.00 per hour
CAD II	105.00 per hour
CAD III	70.00 per hour
Administrative	75.00 per hour
Survey Party	235.00 per hour - 3 man
	210.00 per hour - 2 man
	185.00 per hour - 1 man
Expense Items	
Consultants, Contractors & Supplies	Cost plus 5%
Travel (out of town only)	Current IRS rate per mile
Lodging and meals (out of town trips)	Actual cost

ATTACHMENT C

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

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

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

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

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

ATTACHMENT D
NOTICE TO PROCEED

Click or tap here to enter text.

ATTACHMENT E
CHANGE IN SCOPE OF SERVICES

Click or tap here to enter text.

Authorize a Professional Services Contract with Enprotec/Hibbs & Todd, Inc.
for the
Cedar Ridge Water Right Support





Cedar Ridge Water Right Support

- Authorize a Professional Services Contract with Enprotec/Hibbs & Todd, Inc. for the Cedar Ridge Water Right Support in the amount not to exceed \$290,000.00.
- The Contract provides for Task 1 in support of the water right permitting effort including technical services, review of the draft permit, processing requests for information, preparation of memorandum and meeting materials, and participating in meetings in the amount not to exceed \$160,000.00, and Task 2 in support of a contested case hearing if needed in the amount not to exceed \$130,000.00.





Cedar Ridge Water Right Support

- Since September 2006 Enprotec/Hibbs and Todd, Inc. has been contracted with the City of Abilene to provide professional services related to the Regional Water Supply Project including preparing and submitting State and Federal Permits for Cedar Ridge.
- In August 2011 Abilene filed a State Water Right Application with the Texas Commission on Environmental Quality (TCEQ) for the Cedar Ridge Reservoir.
- Anticipate RFI's and/or the release of the draft permit in coming months.
- A contested case hearing is likely for this significant allocation of Brazos River water.





Cedar Ridge Water Right Support

- In November 2013 Abilene submitted a Federal Clean Water Act Section 404 Permit Application to the United States Army Corp of Engineers (USACE).
- As part of the federal permitting process, the USACE must prepare an Environmental Impact Statement (EIS).
- A third party contractor, selected by the USACE and funded by the City of Abilene, must develop a Purpose and Need (P&N) section of the EIS
- The P&N must demonstrate that Abilene actually has sufficient need for the Cedar Ridge Reservoir, and holding a State Water Right Permit is crucial to the EIS process.
- In April 2020 the City made a decision to temporarily place on hold the contract amendment authorizing the development of the P&N section.





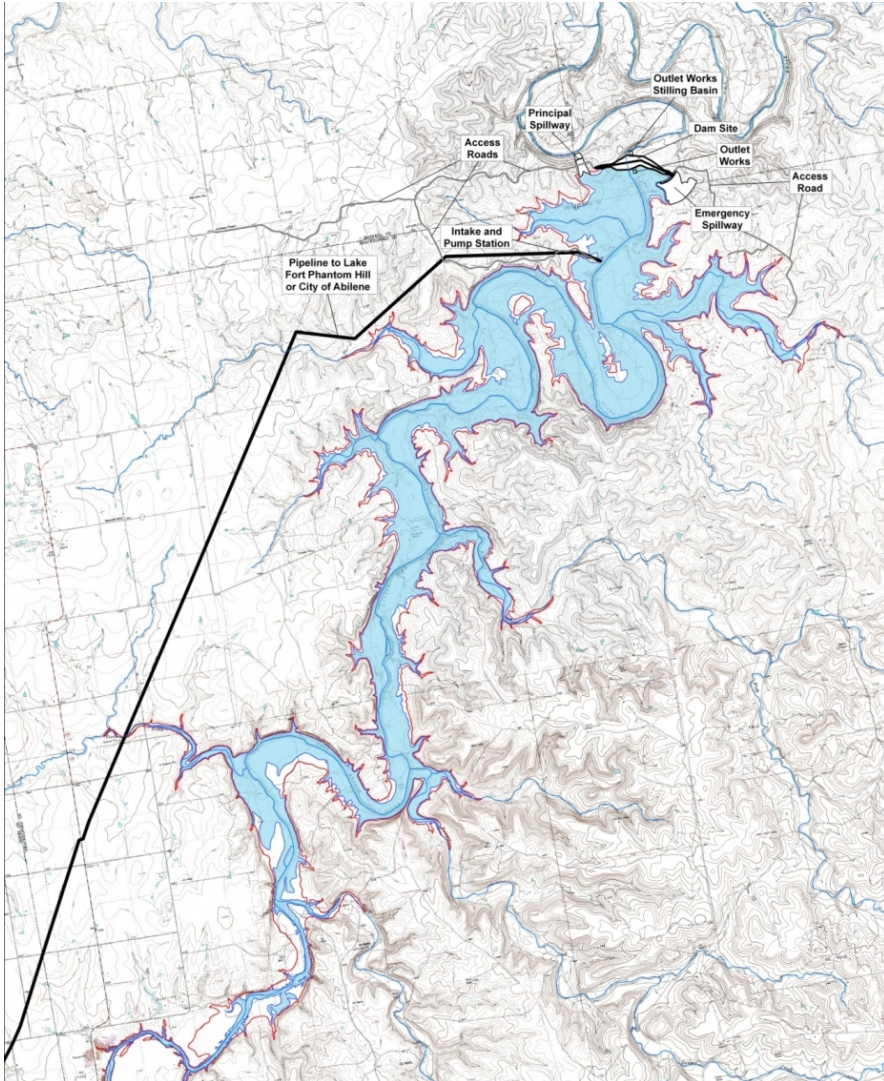
Cedar Ridge Water Right Support

- Abilene is a part of the Region G Water Planning Group which develops detailed population and water demand projections for the Brazos River Basin and identifies water management strategies for addressing water deficits.
- The 2021 State Water Plan identifies the Cedar Ridge Reservoir as one of the recommended water management strategies for Abilene and this region.
- The population and demand projections of the draft 2026 Region G Water Plan compared to Abilene's current water supply portfolio results in an apparent water deficit for Abilene within the next 40 years, so another water source such as Cedar Ridge will be needed in Abilene's future.





Northeast WTP Rehab Preliminary Design



CEDAR RIDGE RESERVOIR

- **Surface Area: 6,635 acres**
(70% located on one property)
- **Capacity: 227,127 acre-feet**
(over 3 times Phantom)
- **Average Depth: 34 feet**
- **Maximum Depth: 130 feet**
- **Dam Height: 155 feet**
- **Dam Length: 1 mile**
- **Potential Yield: 10k to 34k AFY**



Authorize a Professional Services Contract with Enprotec/Hibbs & Todd, Inc.
for the
Cedar Ridge Water Right Support

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 10/26/2023

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: 16. Discussion: Receive a Report, Hold a Discussion, and Public Hearing on the requirements of Sign Ordinance Section 4.2.8.9 (f) (1) Off-site Advertising (*Tim Littlejohn*)

GENERAL INFORMATION

Have a discussion on the requirements for off-site advertisements within the sign ordinance. Goal of the discussion is to see if there is a need to amend the requirements.

SPECIAL CONSIDERATIONS

Discussion item only

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

N/A

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Off-site sign regulation
2. Sign discussion

Section 4.2.8.9 Area, Height, Placement and Number

- (a) All nonportable signs not specifically exempted from permits (by the terms of section 4.2.8.6) shall be permitted only for the purposes identified in this section and within the limitations prescribed by this section.
- (b) Area shall be considered to be the entire area within any geometric figure, including, but not limited to, all elements of the matter displayed, but not including blank masking, frames, or structured elements outside the sign bearing no advertising or graphic matter.
- (c) Height shall be considered to be the vertical distance between the highest part of the sign or its supporting structure, whichever is higher, and that point on the crown of the street which is nearest to the point on the sign which is used to establish the setback of the sign, as setback is herein defined. For signs located two hundred (200) feet or further from a street, height shall be considered to be the vertical distance between the highest part of the sign or its supporting structure, whichever is higher, and the highest adjacent grade. Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the structural support of the sign.
- (d) Setback shall be considered to mean a line parallel to, and the required distance from, the lot frontage adjacent to any street abutting the lot or tract in question, or a line parallel to and the required distance from any lot abutting the side of the lot or tract in question. For purposes of determining the requirements of this section, no portion of any sign or its support shall project or extend beyond the required setback line.
- (e) Visibility triangle shall be considered to mean a triangle formed by a diagonal line extending through two (2) points on the two (2) curb lines or edge of pavement line thirty (30) feet from the street corner intersection. No sign or supporting structure shall be placed within the visibility triangle unless there is a minimum height of eight (8) feet from the ground to the lowest point on the sign or structure projecting over the triangle. In no instance, however, shall such projections extend or project beyond the required setbacks.
- (f) *Sign standards.* Signs shall meet the standards delineated in the following table and the following footnotes referenced in the table:
 - (1) Off-site advertising signs are prohibited within the city limits of the City of Abilene, except as specifically authorized below:
 - (a) Off-site advertising signs are only permitted within the following zoning districts: General Retail (GR), General Commercial (GC), Heavy Commercial (HC), Light Industrial (LI), Heavy Industrial (HI), and Agricultural-Open Space (AO). Off-site advertising signs are only permitted within the AO district with a special exception granted by the board of adjustment. In determining the suitability of a site within the AO district, the board shall consider the proximity of the proposed location to existing or proposed residential uses as may be indicated on the zoning map of the City of Abilene or any land use plans that have been approved by either the planning and zoning commission or the city council.
 - (b) *Regulation of Type I signs:*
 - i. Type I signs are those located along and oriented to a thoroughfare designated as a freeway or expressway in the city's adopted Thoroughfare Plan and are only permitted in the following locations:
Interstate Highway 20;
Loop 322;
US Highway 83.
 - ii. Type I signs shall have a maximum area of 672 square feet and a maximum height of 42 feet, 6 inches or such height so that the bottom of the sign face is 8 feet higher than the

adjacent main-traveled way, as defined by the Texas Department of Transportation, whichever is higher.

(c) *Regulation of Type II signs:*

- i. Type II signs are those located along and oriented to a thoroughfare designated as an arterial or collector in the city's adopted Thoroughfare Plan and are only permitted in the following locations:

Ambler Avenue;
Antilley Road;
Barrow Street;
Buffalo Gap Road;
Catclaw Drive;
East Highway 80;
East South 11th Street;
Grape Street;
Industrial Blvd.;
Judge Ely Blvd.;
Leggett Drive;
Mockingbird Lane;
North 10th Street;
North 1st Street;
Pine Street;
Pioneer Drive;
Rebecca Lane;
Ridgemont Drive;
Sayles Blvd.;
South 14th Street;
South 1st Street;
South 27th Street;
South 7th Street;
Southwest Drive;
Texas Avenue;
Treadaway Blvd./Pine Street (Business 83);
US Highways 83/277;
US Highways 83/84;
Willis Street.

- ii. Type II signs shall have a maximum area of 378 square feet and a maximum height of 35 feet.

- (2) Spacing and separation of off-site advertising signs shall be based on the following:
- (a) Signs shall be separated from other off-site advertising signs on the same side of the street by a minimum distance of 1,500 feet on interstate and primary highways, as designated by the Texas Department of Transportation.
 - (b) Signs shall be separated from other off-site advertising signs on the same side of the street by a minimum distance of 750 feet when not on an interstate or primary highway.
 - (c) Signs shall be separated from other off-site advertising signs in any direction by a minimum of 250 feet.
 - (d) No off-site advertising signs shall be permitted less than 135 feet from a lot in a Residential Single-family (RS), Mobile Home (MH), or Multifamily (MF) district.
 - (e) No off-site advertising signs shall be permitted less than 400 feet from a lot in a Residential Single-family (RS), Mobile Home (MH), or Multifamily (MF) district when adjacent to roadways designated as interstate or primary.

Definition

Sign, off-site advertising or billboard: A sign displaying advertising copy that pertains to a business, person, organization, activity, event, place, service and/or product not principally located or primarily manufactured or sold on the premises upon which the sign is located. Also referred to as off-premises sign.

City Council Meeting

Off-site signage discussion





Off-site sign discussion

- Item for discussion is Section 4.2.8.9. This section regulates off-site signage requirements
- Currently off-site advertisement is only allowed within GR,GC,HC,LI,HI, and AO* districts - *AO only allowable with a special exception



- Staff is looking for direction on if this section needs to be amended or not?
- Things to consider could be adding more zoning districts that are allowed to have off-site signage?



.

Discussion





**City Council
Agenda Memo**

City Council Meeting Date: 10/26/2023

TO: Honorable Mayor and City Council Members

FROM: Stanley Smith, City Attorney

SUBJECT: 17. 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. City of Abilene, Texas v. 3W Brands, LLC; Cause No. 7820, In the County Court at Law #2, Taylor

County, Texas; filed August 11, 2023
12. Eminent Domain - 212 ES 11th Street
13. Council Ethics Training
14. PFAS Litigation against 3M & Dupont

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

1. AYSA Flat Fields

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 10/26/2023

TO: Honorable Mayor & Members of City Council

FROM: Misty Mayo, CEO Development Corporation of Abilene

SUBJECT: **18. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving DCOA Project Morello (Misty Mayo)

GENERAL INFORMATION

Approval of DCOA Project Morello

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

N/A

BOARD OR COMMISSION RECOMMENDATION

Approval of DCOA Project Morello

ATTACHMENTS:

1. City Resolution - Project Morello
2. 2023-10-26 DCOA Project Morello - General Session

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE DEVELOPMENT CORPORATION OF ABILENE, INC.'S ("DCOA")
INCENTIVE FOR PROJECT MORELLO ("COMPANY").**

WHEREAS, on May 10, 2023, the DCOA approved Resolution No. DCOA-2023.18 (the **"DCOA Resolution"**) authorizing the DCOA's President to enter into an agreement with the Company for an incentive for Project Morello in an amount not to exceed \$2,750,000 (the **"Incentive"**) in exchange for the Company's retention and creation of 665 full-time employees (**"FTEs"**) at the end of a period of up to 7-years; and

WHEREAS, the DCOA requests that the City of Abilene approve the DCOA's Incentive with the Company as set forth in the DCOA Resolution.

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

- PART 1.** The City of Abilene hereby authorizes, in exchange for the Company's retention and creation of 665 FTEs at the end of a period of up to 7-years, the DCOA to provide the Company with an Incentive in an amount not to exceed \$2,750,000, under the terms and as set forth in the DCOA Resolution.
- PART 2.** The DCOA's budget is hereby amended to include the expenditures described herein.
- PART 3.** This Resolution takes effect immediately upon its adoption.

ADOPTED this 26th day of October, 2023.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

\$60 MILLION EXPANSION GROUNDBREAKING

BRIDGESTONE
bandag



Develop
Abilene
DEVELOPMENT CORPORATION
OF ABILENE

GROWING OUR COMMITMENT TO YOU

DEVELOPMENT CORPORATION OF ABILENE

Abilene City Council | *Project Morello*

Misty Mayo, President and CEO

October 26, 2023



Develop**Abilene**
DEVELOPMENT CORPORATION OF ABILENE

VISION

The Vision of the Development Corporation of Abilene is to build the future Abilene.

MISSION

The Mission of the Development Corporation of Abilene is to lead economic growth in Abilene by attracting and sustaining industries that support job creation, foster strong business, and ensure a prosperous community.





INTERNATIONAL
ECONOMIC DEVELOPMENT
COUNCIL

2023 EXCELLENCE IN ECONOMIC DEVELOPMENT AWARD WINNER



2023 EXCELLENCE
IN ECONOMIC
DEVELOPMENT
AWARDS



Develop**Abilene**
DEVELOPMENT CORPORATION OF ABILENE

INTERNATIONAL ECONOMIC DEVELOPMENT ORGANIZATION OF THE YEAR

ECONOMIC DEVELOPMENT STRATEGIC PLAN



BUSINESS RETENTION & EXPANSION

Influence business growth in the community.

Create a culture that engages existing targeted-industry businesses as the catalyst for sustaining and growing our economic base.

BUSINESS ATTRACTION

Promote Abilene as the premier location for business.

Strengthen Abilene's competitive advantage by activating strategies that attract consistent and sustainable investment for the community.

MARKETING & BRAND MANAGEMENT

Market the community aggressively and proactively.

Develop a robust marketing strategy for DevelopAbilene encompassing communication systems and strategic research to support all initiatives of the DCOA under a highly recognizable brand.

WORKFORCE DEVELOPMENT

Implement innovative workforce initiatives to support Type A Companies.

Initiate new innovative approaches to broaden workforce capacity, creating a sustainable pipeline of available workforce and support systems for existing and future Type A Companies.

REAL ESTATE

Prioritize real estate assets that spur Abilene's future growth.

Lead industry development initiatives and strategic projects that most effectively impact long-term economic development success.

EFFECTIVE OPERATIONS

Ensure DCOA's effectiveness to continue long-term success and impact for Abilene in economic development.

Establish sustainable mission-critical operations that maximize the DCOA's effectiveness in implementing strategies aligned with the Mission.



**The DCOA works to create jobs
for you and your family.**

Project Morello

Industry – Manufacturing – Manufacturer of Oil & Gas Equipment

Project Type – Business Retention & Expansion and Workforce

Project Summary

- Leading provider of a variety of equipment utilized in the oil and gas industry like Vessels, Tanker, and Piping Systems
- Project will enable the company to develop and innovate new products
- Company created an on-site welding school – graduated approximately 40 welders to date

Real Estate Impact

- Estimate 25,000 square foot expansion

Total Capital Investment = \$25 Million

Jobs Retained = 415 FTEs*

Jobs Created = 250 FTEs*

\$80,864 average wage, total jobs

Proposed Incentive = \$2,750,000



*FTE – Full Time Equivalent, is the unit of measure equivalent to an individual's hours worked in a year.
8 hours per day X 5 days per week = 40 hours per week.
40 hours X 52 weeks per year = 2,080 hours



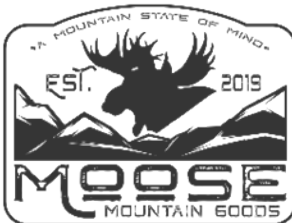
COMPANY PARTNERSHIPS

is the best description of the service we provide to prospective and existing companies who choose Abilene.



DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE







The DOCA's goal is to increase job opportunities, capital investment, and company expansions.

The DCOA Board of Directors

Volunteering for Abilene — Over 150 Years of Business Expertise



Sam Vinson

Chair
President
Pine Street Capital



Vic Corley

Vice Chair
Regional President - West Texas
Lonestar Truck Group



Shea Hall

Secretary and Treasurer
Retired West Texas Outreach Director
for Senator Ted Cruz
Abilene Business Owner



Tracy Howle

Board Member
Area President
First Bank Texas



Floyd Miller

Board Member
Financial Advisor
FSC Securities Corporation



Develop**Abilene**
DEVELOPMENT CORPORATION OF ABILENE

MID-SIZED AND MIGHTY



The DCOA's Goal is to multiply one dollar into many for the benefit of the community.

We follow a regulated process to ensure that the companies we recruit and retain are:



Journey from Prospect to Company Partner



PROSPECT DEVELOPMENT

Marketing, national and global promotion, relationship building, targeted industry prospecting, hosting companies for site visits in Abilene, lead generation, etc.



DUE DILIGENCE

Prospective companies are thoroughly vetted by the DCOA's award-winning economic development experts. This includes performing proper due diligence to ensure a company can meet its commercial potential.



EVALUATION

DCOA leadership interviews and talks extensively with prospective companies, researches their public profile, performs financial reviews, and studies industry trends to evaluate if these companies are a good fit for Abilene.



APPROVAL

The DCOA Board of Directors must approve incentive packages for company projects. Some incentive packages for company projects also require approval from the City Council of Abilene.



BINDING AGREEMENT & COMPLIANCE

Once selected, there is a negotiation process with prospective companies before signing a binding contract and beginning the ongoing, long-term partnership with our community, including compliance obligations for their contract with the DCOA.