



City of Abilene City Council Agenda

Kyle McAlister, Mayor Pro-tem
Travis Craver, Deputy Mayor Pro-tem
Shane Price, Council Member
Lynn Beard, Council Member
Robert Hanna, City Manager

Weldon Hurt, Mayor

Blaise Regan, Council Member
Brian Yates, 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 December 19, 2024, at 8:30 a.m., at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION

1. Mayor Pro-tem Kyle McAlister

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Presentation:**

- Receive Donation Check from Mosaic Church

CONSENT AGENDA AND PUBLIC COMMENTS

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

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

listed on the Council agenda.

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

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on December 5, 2024 **(Shawna Atkinson)**
4. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Awarding Glen Abbey Storm Sewer Repair Contract to Bontke Brothers Construction Co., Inc. **(Max Johnson)**
5. **Resolution:** Receive a Report, Hold a Discussion, and Take Action on Purchase of HES (High Early Strength) Concrete Material from Strong Ready Mix for Fire Station #6 Driveway Project **(Max Johnson)**
6. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve an Agreement with Voya Financial, a Part of Reliastar Insurance Company, to Provide Stop Loss Insurance and Amwins Group, Inc. to Provide Gene Therapy Solutions **(Pamela Williams)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with La Terra Studio, LLC **(Michael Rice)**
8. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 440.2 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all the rights and Privileges of other citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement **(Michael Rice)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the City Manager to Enter into a Memorandum of Understanding with Abilene Cultural Affairs Council for Storybook Garden 2 **(Lesli Andrews)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Accepting Plum/Turtles Sculptures as part of the Storybook Series **(Lesli Andrews)**
11. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Execute the Guaranteed Maximum Price for the G.V. Daniels and Cesar Chavez Recreation Centers **(Lesli Andrews)**
12. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving the Special Events Permit Policy **(Lesli Andrews)**
13. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending Chapter 29, "Streets and Sidewalks," Article IX, "Special Events Permit" of the Code of Ordinances **(Lesli Andrews)**
14. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending the Fees and Charges Ordinance to Special Events Fees **(Lesli Andrews)**
15. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering into an Economic Development Agreement with Doby Investments for 1233 Marshall St. **(Tim Littlejohn)**
16. **Ordinance (First Reading) CUP-2024-11:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Approximately 0.15 Acres to Allow a 150' Monopole Tower within General Retail (GR). Located at 2560 X Barrow

Street (*Tim Littlejohn*)

17. **Ordinance (First Reading) CUP-2024-12:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Approximately 2.75 Acres to Allow for a Tattoo Parlor, More Specifically Applied to Building 4, Suite 403. Located at 4601 Antilley Road, Suite 403 (*Tim Littlejohn*)
18. **Ordinance (First Reading) OAM-2024-02:** Receive a Report, Hold a Discussion and Take Action on a Request from the City of Abilene to Amend the Land Development Code to Amend the Sign Regulations. Specifically, to Allow for Type III Off-Site Signage and Provide Development Standards Including, but Not Limited to, Size, Location, and Separation (*Tim Littlejohn*)
19. **Ordinance (First Reading) Z-2024-32:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 2.59 acres from Planned Development District 28 (PDD-28) to General Commercial (GC), Located at the 4300 block of Southwest Drive (*Tim Littlejohn*)
20. **Ordinance (First Reading) Z-2024-35:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, Represented by Jacob & Martin, to Change the Zoning of Approximately 64.25 Acres from Agricultural Open to Planned Development District 191, Specifically, to Have a Residential Single-Family Base Zoning, Located at 7501 Old Forrest Hill Road. (*Tim Littlejohn*)
21. **Ordinance (First Reading) Z-2024-36:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 134.86 Acres from Agricultural Open (AO) to General Retail (GR), General Commercial (GC), and Multi-Family (MF), Located at 7450 HWY 83-84 (*Tim Littlejohn*)
22. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Jacob & Martin LLC. for the 30-Inch Raw Water Transmission Line Replacement (*Rodney Taylor*)
23. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Repealing Ordinance 53-2000 and Permanently Terminating the Fluoridation of Water Supplies Within the City of Abilene's Water Distribution System (*Rodney Taylor*)

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

24. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Services Contract with Daupler, Inc. for Incident Response Management System for the Water Utilities Department (*Jeremiah Bihl*)
25. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Resolution Authorizing Application For Financial Assistance From The Texas Water Development Board; And Making Certain Findings In Connection Therewith (*Rodney Taylor*)

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

1. 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
2. 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
3. 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
4. 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
5. 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
6. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
7. The Woodlands Pride, Inc., et al. v. Ken Paxton, 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
8. PFAS Litigation
9. Ginger Robertson v. City of Abilene and Abilene Zoological Society; Cause No. 13179-D, In the 350th Judicial District Court, Taylor County, Texas; filed December 5, 2023
10. City of Dallas, et al, v. Disney DTC, LLC, et al., Cause No. DC-22-09128, In the 14th Judicial District Court, Dallas County, Texas, filed August 3, 2022
11. Patricia Anderson v. City of Abilene; Cause No. 51867-A, IN the 42nd Judicial District Court, Taylor County, Texas; filed March 1, 2024
12. Mary Lou Gonzales v. City of Abilene, Board of Building Standards; Cause No. 29156-B; In the District Court, 104th Judicial District, Taylor County, Texas; filed April 10, 2024
13. Claim of Republic Services
14. Claim of Eddie Pugh

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. Edmundson Subdivision

RECONVENE

REGULAR AGENDA

27. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter **(Kaitlin Richardson)**
 - Development Corporation of Abilene
28. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Project Bay for the Development Corporation of Abilene, Inc. **(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 13th day of December, 2024, at 11:05 a.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: **3. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on December 5, 2024**
(Shawna Atkinson)

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on December 5, 2024

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 12-05-2024 Minutes - Regular - Morning

CITY COUNCIL MEETING
December 5, 2024 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 December 5, 2024, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Weldon Hurt was present and presiding, along with Mayor Pro-tem Kyle McAlister, Deputy Mayor Pro-tem Travis Craver, and Councilmembers Shane Price, Lynn Beard, Blaise Regan, and Brian Yates. Councilmember Lynn Beard was absent. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and Deputy City Secretary Kaitlin Richardson.

Deputy Mayor Pro-tem Travis Craver delivered the invocation.

Mason Hayes, Natalie Michael, and Violet Cantrell, all 5th graders from Dyess Elementary, led the Pledge of Allegiance to the Flag of the United States of America and the State of Texas Flag.

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

- Service Awards:
 - Loren Adlesperger – 25 Years – Police Department
 - Bobby Woodward – 30 Years – Transportation Services
 - Zachrey Brown – 20 Years – Fire Department
 - Justin Tiemann – 20 Years – Fire Department
 - William McBride – 20 Years – Fire Department
- Recognition:
 - Veteran’s Cemetery Customer Service Award

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 4-11. No items were pulled for individual consideration. Item 10 was pulled from consideration prior to the meeting.

Items pulled from consideration:

- Item 10

PUBLIC COMMENTS

Mayor Hurt opened the public comment period. The following addressed the City Council:

- Pamela Paddock
- Patricia Ditmore

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

CONSENT AGENDA

Mayor Pro-tem McAlister moved to approve the consent agenda consisting of 4-9 & 11. Councilmember Yates seconded the motion. Motion carried.

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

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on November 21, 2024
5. Resolution: Receive a Report, Hold a Discussion, and Take Action Approving a Professional Services Contract with Parkhill for Engineering Services for the Old Anson Rd. Walkability Project
[ASSIGNED RESOLUTION NO. 276-2024]
6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Contract with Newman Regency Group for the Replacement of Chlorine Scrubber Media at the Grimes Water Treatment Plant
[ASSIGNED RESOLUTION NO. 277-2024]
7. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering Into an Economic Development Agreement with Pierson Properties for 5233 Questa Dr, 5333 Laguna Dr, and 5334 Laguna Dr.
[ASSIGNED RESOLUTION NO. 278-2024]
8. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering Into an Economic Development Agreement with Chowning Realty for 5242 N 9th St and 550 Sammons St.
[ASSIGNED RESOLUTION NO. 279-2024]
9. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering Into an Economic Development Agreement with Brick and Mortar Properties for 5318 S 7th St.
[ASSIGNED RESOLUTION NO. 280-2024]
11. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Purchase of Implementation and Annual Subscription Support Services for the Zendesk Service System from Satrde Using the Texas DIR-CPO-5337 Contract
[ASSIGNED RESOLUTION NO. 282-2024]

PULLED FROM CONSIDERATION

10. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve and Adopt the Title VI Plan and Community Participation Plan for Abilene Regional Airport
[NOT CONSIDERED]

REGULAR AGENDA

12. Ordinance (Final Reading) OAM-2024-01: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the City of Abilene to Amend the Land Development Code to Adopt a New Airport Zoning Ordinance (AZO)
[ASSIGNED ORDINANCE NO. 61-2024]

Don Green, Director of Transportation, presented the item. Adoption of the item would repeal and replace the existing Airport Zoning regulations and implement the development-related recommendations of the JLUS report.

Mayor Hurt opened the public comment period. The following spoke in support of the item:

- Randy Williams

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Beard

13. Ordinance (Final Reading) CUP-2024-10: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request from the Owner, to Apply a Conditional Use Permit to Approximately 0.32 Acres Zoned General Retail (GR) to Allow for a Freight Container, Located at 1350 Grape Street
[ASSIGNED ORDINANCE NO. 62-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would apply a Conditional Use Permit (CUP) at the above referenced location to allow freight containers.

Mayor Hurt opened the public comment period. The following spoke in support of the item:

- Bruce Reed

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Beard

14. Ordinance (Final Reading) Z-2024-31: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Change the Zoning of Approximately 0.44 Acres from Heavy Commercial (HC) to Office (O), Located at 1234, 1232, 1226 & 1218 N Treadaway Blvd.
[ASSIGNED ORDINANCE NO. 63-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would change the zoning of the above referenced property from Heavy Commercial (HC) to Office (O).

Mayor Hurt opened the public comment period. The following spoke in support of the item:

- Jessica Jacob

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Beard

15. Ordinance (Final Reading) Z-2024-31: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, Amend the Terms and Conditions of Planned Development District (PDD-181) Specifically to Add Approximately 5.9 Acres of Land Zoned Agricultural Open (AO) to be Added to Lot One to Allow Heavy Industrial Uses and Light Industrial Uses as Specified in the PDD, Located At 617 F.M. 2404
[ASSIGNED ORDINANCE NO. 64-2024]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would approve the addition of 5.9 acres of land zoned Agricultural Open Space (AO) to the above referenced property.

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Beard

16. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Condemnation for Access & Drainage Easement Being 0.011 Acres Located in the Southwest Corner of Lot 19, Block B, Wychwood Plaza Addition, Abilene, Taylor County, Texas, 3472 Santa Monica Drive
[ASSIGNED RESOLUTION NO. 274-2024]

Stanley Smith, City Attorney, presented the item. Adoption of the item would authorize the use of the power of eminent domain to acquire a 0.011 strip of land at the above referenced location, for a public alley and drainage easement.

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

Councilmember Price moved that the City Council of the City of Abilene authorize the use of the power of eminent domain to acquire a 0.011 acre strip of land out of the Southwest corner of Lot 19, Block B, Wychwood Plaza Addition, Abilene, Taylor County, Texas, also known as 3472 Santa Monica Drive, for a public alley and drainage easement. Councilmember Yates seconded the motion; motion carried.

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

NAYS (0): None

ABSENT (1): Councilmember Beard

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 9:33 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:

- 17.A.551.071 (Consultation with Attorney)
 - 1. Regional Water & City of Clyde
- 17.C.551.073 (Deliberations about Gifts and Donations)
 - 1. Storybook Garden 2
- 17.D.551.074 (Personnel Matters)
 - 1. City Manager
 - 2. City Boards & Commissions (re)Appointments

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.

18. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter
[ASSIGNED RESOLUTION NO. 274-2024]

Adoption of the item would approve the (re)appointments of the following board and commission members, per the city Charter:

Board	Term End Date
<i>Abilene-Taylor County Public Health Advisory Board</i>	
Paige LeMasters [Reappointment]	November 2026

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

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

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

NAYS (0): None

ABSENT (1): Councilmember Beard

ADJOURNMENT

There being no further business, the meeting adjourned at 10:43 a.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion, and Take Action on Awarding Glen Abbey Storm Sewer Repair Contract to Bontke Brothers Construction Co., Inc. (Max Johnson)

GENERAL INFORMATION

This construction project entails the removal & repair of an existing corrugated metal storm sewer pipe located under Glen Abbey St. The contractor shall replace the failed pipe with ADS HP storm pipe, and place compacted fill material in the voids as needed. This contract also includes the installation of two concrete manholes, the replacement of an existing valley gutter, portions of existing curb & gutter, and the repaving of a portion of the roadway.

SPECIAL CONSIDERATIONS

This construction contract has a estimated completion time of 40 working days (approx. 2 months weather permitting). This contract also has an owners' allowance of \$20,000.

FUNDING/FISCAL IMPACT

Funding for this project is allocated through two separate funding sources, \$81,355.50 from Streets Maintenance funds and \$154,773.50 from Stormwater funds.

STAFF RECOMMENDATION

Staff recommends award of the contract in the amount of \$236,109.00 to Bontke Brothers Construction Co., Inc.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Glen Abbey Storm Pipe Repair
2. Bontke Glen Abbey Contract (Signed)
3. CB2515TAB
4. SCOPE OF PROJECT
5. PROJECT LOCATION MAP
6. Glen Abbey Storm Sewer Replacement Project

RESOLUTION NO. _____

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

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the Glen Abbey Storm Pipe Repair Project. This construction project entails the removal & repair of an existing corrugated metal storm sewer pipe located under Glen Abbey St. The contractor shall replace the failed pipe with ADS HP storm pipe, and place compacted fill material in the voids as needed. This contract also includes the installation of two concrete manholes, the replacement of an existing valley gutter, portions of existing curb & gutter, and the repaving of a portion of the roadway; and

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

WHEREAS, the following bids were received and opened on December 10, 2024:

Bontke Brothers Construction Co., Inc., Abilene, Texas	\$ 236,109.00
Eternal Mark Construction, Abilene, Texas	\$ 268,845.52

WHEREAS, Bontke Brothers Construction Co., Inc., Abilene, Texas submitted the best value bid in the amount of \$236,109.00 with the bid meeting specifications. Staff recommends awarding the bid to the best value bidder, Bontke Brothers Construction Co., Inc., Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of \$236,109.00.

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

ADOPTED this 19th day of December, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the 19th day of December, 2024 is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Bontke Brothers Construction Co., Inc. of the City of Abilene, State of Texas. ("Contractor").

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

THE AGREEMENT

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

[**GLEN ABBEY STORM SEWER REPLACEMENT**]

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

In consideration of this Work, the City will pay the Contractor the sum of \$236,109.00.

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

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

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

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

6. **Indemnity.**

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

11. Statutory Verifications. Unless the Contractor is not subject to a provision below, the signatory executing this Agreement on behalf of the Contractor verifies that the Contractor: (1) does not boycott Israel and will not boycott Israel during the term of this Agreement; (2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association; (3) does not boycott energy companies, and will not boycott energy companies during the term of this Agreement; and (4) is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

A. Verification Against Boycott of Israel Provision. In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement 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 agreement. The term "company" does not include a sole proprietorship. Chapter 2271 of the Texas Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.

B. Verification Against Discrimination of Firearm or Ammunition Industries Provision. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time employees, and this agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

C. Verification Against Boycott of Energy Companies Provision. Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time employees, and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term "company"

does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

D. Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the company verifies that company is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

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

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

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

CONTRACTOR

Name of Contractor:

Bontke Brothers Construction Company, inc.



Signature

Brent Partain

Name - Typed or Printed

Project Executive

Title - Typed or Printed

Business Address:

102 college drive

Abilene, TX 79601

325-677-6270

Business Phone No.

75-1331325

Federal Tax I.D.#

ATTEST: (If Corporation)

Corporate Secretary's Signature

Corporate Seal
(if none, write "None")

CITY OF ABILENE

Authorized Signature

APPROVED:

City Attorney

ATTEST:

City Secretary

Seal:

CITY OF ABILENE PURCHASING DIVISION TABULATION OF BIDS		PAGE 1 OF 1
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DEPARTMENT:
BID NO.: CB-2515
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: DECEMBER 10, 2024

BONTKE BROTHERS
ABILENE, TX

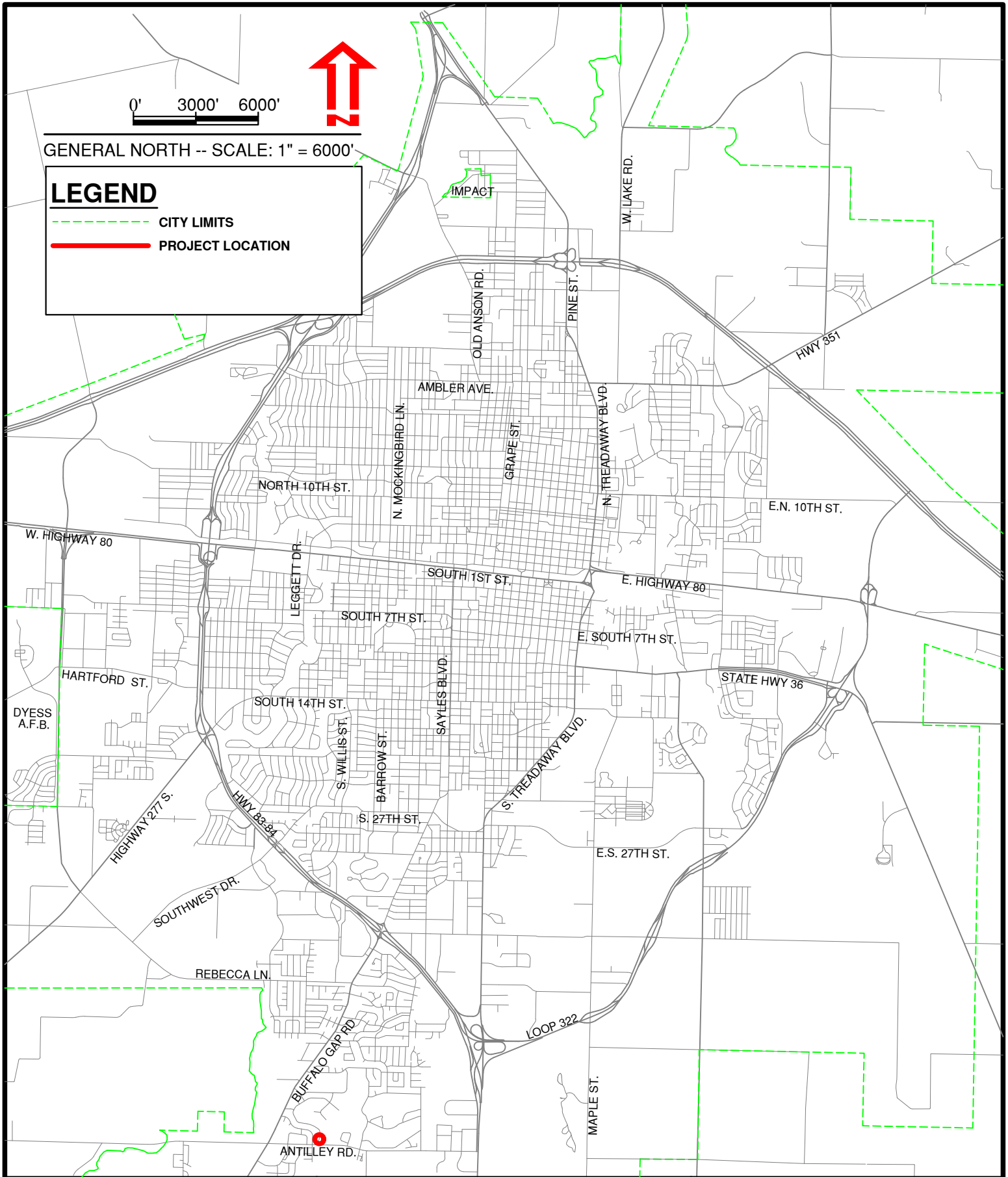
ETERNAL MARK
CONSTRUCTION

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1.	GLEN ABBEY STORM SEWER REPLACEMENT				236,109.00		268,845.52								
BASE BID					236,109.00		268,845.52								
DISCOUNT															
TOTAL BID					236,109.00		268,845.52								

*NOTES: INDICATES RECOMMENDED AWARD	
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SCOPE OF PROJECT

This construction project entails the removal & repair of an existing corrugated metal storm sewer pipe located under Glen Abbey St. The contractor shall replace the failed pipe with ADS HP storm pipe, and place compacted fill material in the voids as needed. This contract also includes the installation of two concrete manholes, the replacement of an existing valley gutter, portions of existing curb & gutter, and the repaving of a portion of the roadway.



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of
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CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

**GLEN ABBEY STORM SEWER REPLACEMENT
PROJECT**

Designed By: M. MILLER

Drawn By: M. MILLER

Checked By: M. JOHNSON

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:
Project Location Map

Date: DEC. 2024

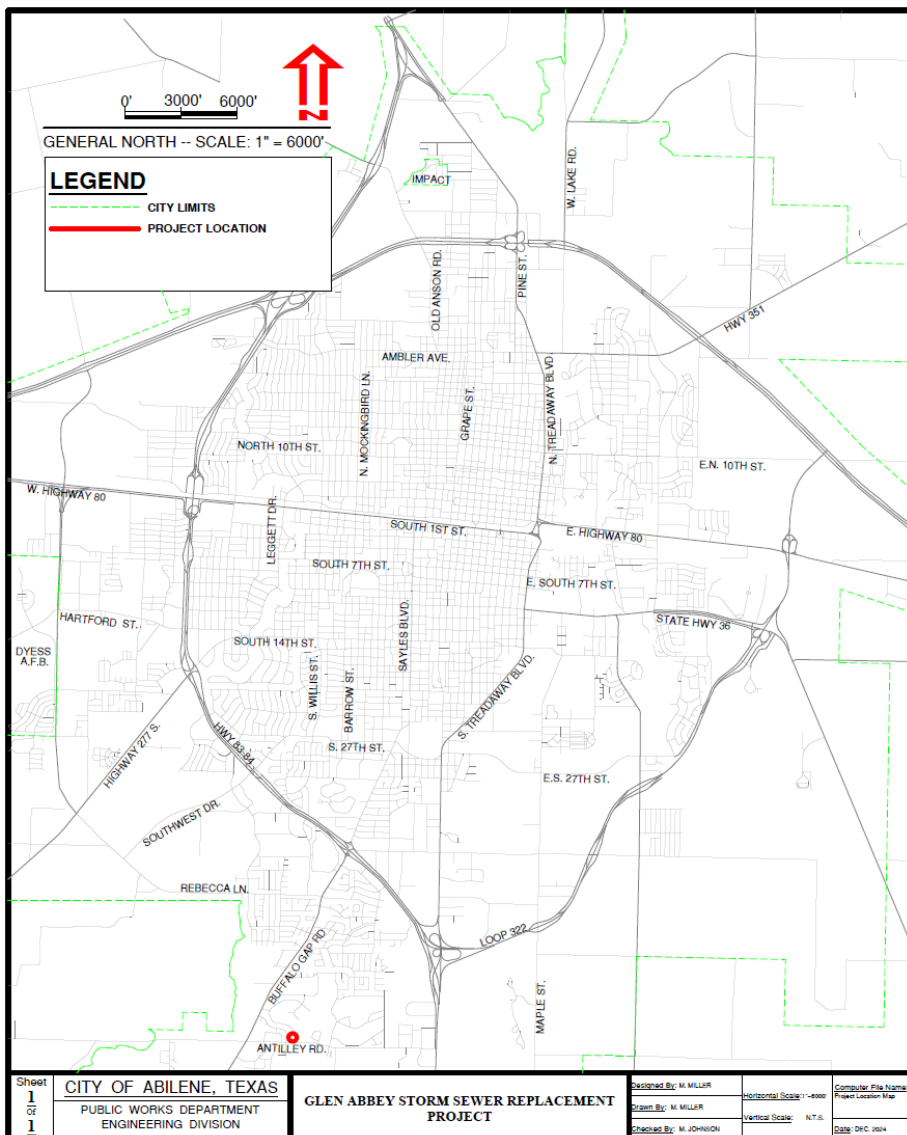
Bid Award of CB-2515 Glen Abbey Storm Sewer Repair

(Max Johnson)





Bid Award of CB-2515 Glen Abbey Storm Sewer Repair



Area:

Glen Abbey St. approximately 350' North of Antilley St.





Bid Award of CB-2515

Glen Abbey Storm Sewer Repair

- Project includes:
 - Removal and replacement of existing Corrugated Metal Pipe that has failed with new HP Storm Pipe.
 - Installation of a new manholes and the repair of the pavement, valley gutters and curb and gutter in the affected area.
- Project Advertised November 24, 2024, and December 1, 2024; bids opened December 10, 2024; Two (2) bids received.
- The project has an allowance of \$20,00.00.
- Funding for this project is allocated through two separate funding sources, \$81,355.50 from Streets Maintenance funds and \$154,773.50 from Stormwater funds.
- Staff recommends awarding the bid to the best value bidder, Bontke Brothers Co., Inc. with a base bid of \$236,109.00.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion, and Take Action on Purchase of HES (High Early Strength) Concrete Material from Strong Ready Mix for Fire Station #6 Driveway Project (Max Johnson)

GENERAL INFORMATION

This action allows a material purchase of HES (High Early Strength) Concrete to Strong Ready Mix for approximately \$64,430. This concrete will be placed by City Staff (Street Services) employees to reconstruct and improve the driveway at Fire Station #6. Staff is expediting this project due to the current condition of the driveway and the public safety concern for movement of fire apparatus in and out of the fire station.

This procurement is exempt from competitive bidding because it is necessary to preserve or protect the public health and safety of the City's residents.

SPECIAL CONSIDERATIONS

Staff (Street Maintenance employees) are removing existing driveway around Fire Station #6 and reconstructing the reinforced concrete driveway surrounding Fire Station #6

FUNDING/FISCAL IMPACT

Material purchase for HES (High Early Strength) Concrete is estimated at \$64,430 for the Fire Station #6 driveway project.

STAFF RECOMMENDATION

Staff recommends approval of material purchase of HES (High Early Strength) Concrete for Fire Station #6 driveway project.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Fire Station 6 Material Purchase
2. SCOPE OF PURCHASE
3. PROJECT LOCATION MAP (28)
4. Material Purchase of High Early Strength Concrete for Fire Station 6 Driveway Repair

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, FOR
MATERIAL PURCHASE TO STRONG READY MIX, ABILENE, TEXAS**

WHEREAS, the City of Abilene is expediting repair of Fire Station #6 driveway due to public safety concern of fire truck access to and from the fire station; and

WHEREAS, the City of Abilene requests purchase of HES (High Early Strength) Concrete for the Fire Station #6 driveway project; and,

WHEREAS, the estimated cost of HES Concrete for the fire station project is \$64,430.00 from Strong Ready Mix of Abilene, Texas.

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

PART 1: That the City Council approves this material order in the amount of \$64,430.00.

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

ADOPTED this 19th day of December, 2024.

ATTEST:

Shawna Atkinson, City Secretary

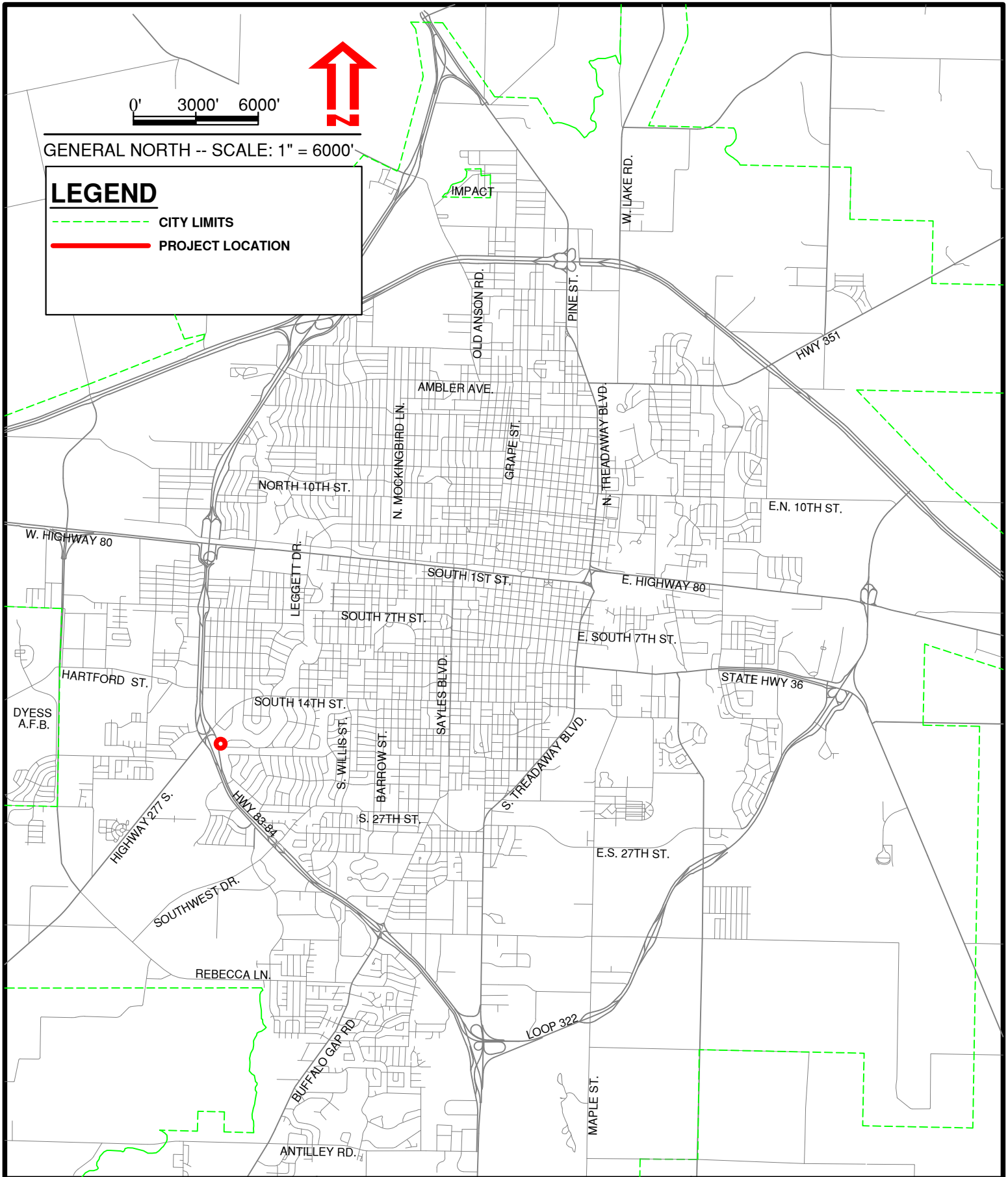
Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

SCOPE OF PURCHASE

This material purchase includes HES (High Early Strength) Concrete for the construction of Fire Station #6 driveway. City Staff (Street Maintenance) will place the concrete with all applicable construction material and is expediting the repair and replacement of this driveway due to the public safety concerns of accessing Fire Station #6 with applicable fire apparatus.



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CITY OF ABILENE, TEXAS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

**FIRE STATION #6 PARKING LOT
MATERIAL PROCUREMENT**

Designed By: M. MILLER

Drawn By: M. MILLER

Checked By: M. JOHNSON

Horizontal Scale: 1"=6000'

Vertical Scale: N.T.S.

Computer File Name:
Project Location Map

Date: DEC. 2024

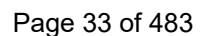
Material Purchase of High Early Strength (HES) Concrete for Fire Station #6 Driveway Repair

(Max Johnson)





Fire Station #6 – 1482 South Danville Drive





Material Purchase of HES Concrete for Fire Station #6 Driveway Repair

- Material purchase includes:
 - High Early Strength (HES) Concrete which will be placed by Staff (Street Maintenance employees)
 - Strong Ready Mix is supplier of the HES Concrete
- Material purchase of HES Concrete is approximately \$64,430.
- Funding for this project is allocated through Street Maintenance General Funds. Staff is expediting this project and performing the repairs in-house due to the current condition of the driveway and the public safety concern for movement of fire apparatus in and out of the fire station.
- Staff recommends material purchase of HES Concrete to Strong Ready Mix for \$64,430.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Pamela Williams, Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve an Agreement with Voya Financial, a Part of Reliastar Insurance Company, to Provide Stop Loss Insurance and Amwins Group, Inc. to Provide Gene Therapy Solutions (*Pamela Williams*)

GENERAL INFORMATION

The City conducted a Request for Proposal for Stop Loss Insurance (CB-2504) with the goal of partnering with a third-party vendor for Stop Loss Insurance. We were looking for a vendor to partner with who will match our existing plan benefits unless otherwise specified and agree to contract provisions to include a no new laser contract and rate caps.

SPECIAL CONSIDERATIONS

The Human Resources department generated an RFP in October 2024. This notice was published on October 21, 2024, with a proposal deadline of November 18, 2024. Within that timeline, we received three responses to the RFP and they were evaluated by the Employee Benefits and Human Resources team.

FUNDING/FISCAL IMPACT

The Stop Loss Insurance will be funded using the Self-Insurance fund.

STAFF RECOMMENDATION

The Human Resources staff recommends awarding the contract to Voya Financial, a part of Reliastar Insurance Company and Amwins Group, Inc.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Stop Loss Insurance/Gene Therapy Solutions Resolution
2. Stop Loss Marketing Analysis for 2025
3. Stop Loss RFP Bid List for 2025
4. Gene Therapy Solutions - 15 Covered Treatments
5. 2025 City of Abilene - Voya Excess Risk Schedule
6. Stealth Amwins Gene Therapy Solutions Application Form
7. Stop Loss/Gene Therapy Solutions - City Council Presentation Slides

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING AN AGREEMENT WITH VOYA FINANCIAL, PART OF RELIASTAR
INSURANCE COMPANY, TO PROVIDE STOP LOSS INSURANCE AND AMWINS
GROUP, INC. TO PROVIDE GENE THERAPY SOLUTIONS.**

WHEREAS, the Human Resources Department went out for an RFP on 10/21/24 seeking proposals for Stop Loss Insurance. They received three responses and reviewed for the best-fit candidate.

WHEREAS, it is the staff's recommendation that the City accept the proposal from Voya Financial, a part of Reliastar Insurance Company, to perform the services of Stop Loss Insurance and Amwins Group, Inc, to perform the services of Gene Therapy Solutions. Additionally, we request the City Managers endorsement to execute the final contracts.

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

PART 1: The City Manager is authorized to negotiate and execute an agreement with Voya Financial, part of Reliastar Insurance Company and Amwins Group, Inc as set-forth above. Voya Financial and Amwins Group, Inc is a one-year agreement and the cost is \$1,207,353.60, and payments of \$100,612.80 are made on a monthly basis.

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

ADOPTED this 19th day of December, 2024

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

City of Abilene
January 1, 2025
Stop Loss Renewal - \$225,000 Medical Rx

Stop Loss Carrier TPA / Network	Voya-Current BCBS	Voya - Renewal BCBS	BCBS BCBS	Berkshire Hathaway BCBS
SPECIFIC RETENTION				
Contract	\$225,000	\$225,000	\$225,000	\$225,000
Coverages	24/12	PAID	24/12	24/12
Lifetime Maximum Reimbursement	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
	Unlimited	Unlimited	Unlimited	Unlimited
Specific Rates				
Single	\$93.66	\$102.75	\$108.27	\$105.58
Family	\$93.66	\$102.75	\$108.27	\$105.58
		% Incr.		% Incr.
Specific Monthly Premium	\$85,979.88	\$94,324.50	\$99,391.86	\$96,922.44
Specific Annual Premium	\$1,031,758.56	\$1,131,894.00	\$1,192,702.32	\$1,163,069.28
Aggregate Rate				
Composite	\$3.33	\$2.10	\$1.77	\$2.94
Aggregate Monthly Premium	\$3,056.94	\$1,927.80	\$1,624.86	\$2,698.92
Aggregate Annual Premium	\$36,683.28	\$23,133.60	\$19,498.32	\$32,387.04
AGGREGATE RETENTION				
Contract	24/12	PAID	24/12	24/12
Coverages	Medical & Rx	Medical & Rx	Medical & Rx	Medical & Rx
Maximum Reimbursement	Unlimited	Unlimited	\$1,000,000	\$1,000,000
Run-In Limit	n/a	n/a	n/a	n/a
Aggregate Factors				
Single	\$1,261.35	\$1,301.93	\$1,303.15	\$1,283.70
Family	\$1,261.35	\$1,301.93	\$1,303.15	\$1,283.70
Monthly Attachment Factor	\$1,157,919.30	\$1,195,171.74	\$1,196,291.70	\$1,178,436.60
Annual Attachment Factor	\$13,895,031.60	\$14,342,060.88	\$14,355,500.40	\$14,141,239.20
		3.2%	3.3%	1.8%
		% Incr.	% Incr.	% Incr.
TOTAL FIXED COSTS				
TOTAL MONTHLY STOP LOSS PREMIUM	\$89,036.82	\$96,252.30	\$101,016.72	\$99,621.36
TOTAL ANNUAL STOP LOSS PREMIUM	\$1,068,441.84	\$1,155,027.60	\$1,212,200.64	\$1,195,456.32
		8.1%	13.5%	11.9%
Increase in Annual Premium				
	n/a	\$86,585.76	\$143,758.80	\$127,014.48
Firm Through Date		Firm through 11/27	Firm	Firm through 11/26
Lasers	None	None	None	Laser 1: \$450,000
Notes	No New Laser Contract 45% Rate cap	No New Laser Contract 45% Rate cap	To add: 4% additional load to ISL Fee (Approximately \$41,000) / Includes Gene Therapy	No New Laser Contract 50% Rate cap

Amwins Gene Therapy 5: \$1.99 PEPM \$21,921 Annual
Amwins Gene Therapy 15: \$4.75 PEPM \$52,326 Annual

City of Abilene 2025 Stop Loss RFP Bid List

Stop Loss	A.M. Best	Comments
BCBS	A Quoted	
Berkshire Hathaway	A++ Quoted	
Voya	A Quoted	

Program Protection

Amwins Gene Therapy Solutions currently includes 15 available therapies. As new treatments receive FDA approval, we will evaluate those therapies and treatable disease states to determine the value of including in this program.

Here is how Amwins Gene Therapy Solutions works:

Amwins Gene Therapy Solutions (GTS) offers reimbursement to group health plans and their coordinating stop-loss carrier for qualified claims. Qualifying reimbursements extend from the first dollar of group health plan expense up to specified limits for each covered therapy.

Our program distributes the reimbursement according to the stop-loss deductible. Following the adjudication of a qualified claim, our program reimburses the group health plan dollar one of their expenses up to their specific deductible and the balance of the reimbursement is distributed to the associated stop-loss carrier.

The program is transferable if a group health plan elects underlying plan changes to their network, PBM, TPA or other partners. The group health plan does not run the risk of losing the program.

We have two available options:

Program Options	Covered Pharmaceuticals	Treated Diseases	Maximum Payable Per Covered Person Per Benefit Period	Cost of Program	
GTS-15	GTS-5	Luxturna	Leber Congenital Amaurosis (LCA)	\$913,750	\$1.99 Per employee per month (PEPM)
		Zolgensma	Spinal Muscular Atrophy (SMA) Types 1 & 2 (Children ages 2 and under)	\$2,322,044	
		Spinraza*			
		Zynteglo	Beta Thalassemia	\$2,800,000	
		Skysona	Cerebral Adrenoleukodystrophy (CALD)	\$3,000,000	
	Roctavian	Hemophilia A	\$2,900,000	\$4.75 Per employee per month (PEPM)	
	Hemgenix	Hemophilia B	\$3,500,000		
	Beqvez				
	Elevidys	Duchenne Muscular Dystrophy (DMD)	\$3,200,000		
	Casgevy	Sickle Cell	\$2,200,000		
		Transfusion Dependent Beta Thalassemia			
	Lyfgenia	Sickle Cell	\$3,100,000		
	Lenmeldy	Metachromatic Leukodystrophy (MLD)	\$4,250,000		
	Abecma**	Multiple Myeloma	\$498,408		
	Carvykti**		\$522,055		
	Rethymic**		Congenital Athymia		\$2,729,500

*Maintenance drug; Cost in year 1 is ~ \$750K and \$~375K in subsequent years.

**Cell Therapies.

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

The following is a revised Excess Risk Schedule for Your Excess Risk Insurance. This Excess Risk Schedule is in effect for the period January 1, 2025 through December 31, 2025, and replaces any other Excess Risk Schedule(s) previously issued to You by Us.

Your Name: City of Abilene

Associated Accounts: Development Corporation of Abilene (DCOA)

Your Group No: 74350-0

Contract Period: From January 1, 2025 Through December 31, 2025

Claim Administrator Name: BlueCross BlueShield (TX)

In the event of a conflict between the terms, conditions and limitations of this Excess Risk Schedule and the Excess Risk Policy, this Excess Risk Schedule will control.

INDIVIDUAL EXCESS RISK ☒ YES ☐ NO

BENEFITS TO BE COVERED:

☒ Medical

☒ Other (please specify) Prescription Drugs

COVERAGE PERIOD:

☐ Incurred and Paid in 12 months

☐ Incurred in 12 months and Paid in 15 months

☐ Incurred in 15 months and Paid in 12 months

☐ Incurred in _____ months and Paid in _____ months

☐ Paid in 12 months

☒ Other Incurred in 36 months 01/01/2023 to 12/31/2025
Paid in 12 months 01/01/2025 to 12/31/2025

Individual Excess Risk Deductible: \$ 225,000 per Individual

Individuals subject to the Individual Adjusted Deductible as identified in the disclosure process: N/A

Claims for individuals subject to the Individual Adjusted Deductible that exceed the Individual Excess Risk Deductible amount are excluded under any Aggregate Excess Risk Insurance.

Benefit Percentage: 100%

MAXIMUM INDIVIDUAL BENEFIT:

Individual Excess Risk Lifetime Maximum: \$ Unlimited

Individual Excess Risk Annual Maximum: \$ Unlimited

Other: N/A

COVERAGE DESCRIPTION:

1. ☒ Composite (Total Number of Covered Persons)

Number	Monthly Premium Rate
918	\$ 101.72

2. ☐ Single (Covered Persons, no Dependents)

Family (Covered Persons, with Dependents)

3. ☐ Other:

OPTIONAL ENDORSEMENTS:

☐ Individual Terminal Liability

☐ 3 months

☐ 6 months

☒ Individual Advanced Funding

☐ Individual Step-Down Deductible

☐ Kidney Failure

☐ Cancer

☐ Transplant (check all that apply)

☐ Aggregating Individual Deductible \$ N/A (Individual Excess Risk must be elected)

☐ Individual Gapless Renewal (Only available for 12/15 or 12/18)

☒ Plan Mirroring Coordination

☒ Renewal Rate Cap

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

AGGREGATE EXCESS RISK ☒ YES ☐ NO

BENEFITS TO BE COVERED:

- ☒ Medical ☐ Vision ☒ Prescription Drugs
☐ Dental ☐ Other (please specify) _____

COVERAGE PERIOD:

- ☐ Incurred and Paid in 12 months ☐ Incurred in 12 months and Paid in 15 months
☐ Incurred in 15 months and Paid in 12 months ☐ Incurred in _____ months and Paid in _____ months
☐ Paid in 12 months ☒ Other Incurred in 36 months 01/01/2023 to 12/31/2025
Paid in 12 months 01/01/2025 to 12/31/2025

<u>COVERAGE DESCRIPTION:</u>	Number	Monthly Aggregate Factor	Aggregate Adjustment Corridor	Monthly Aggregate Corridor
1. ☒ Composite (Total Number of Covered Persons)	918	\$ 1,041.54	125 %	\$ 1,301.93
2. ☐ Other:				

Minimum Annual Aggregate Deductible: \$ 12,190,752

Our Limit of Liability: \$ 1,000,000 per Coverage Period

Premium: \$ 2.10 per employee, per month

Group Name: City of Abilene
Group Number: 74350-0

RELIASTAR LIFE INSURANCE COMPANY

Home Office, Minneapolis, Minnesota 55440

EXCESS RISK SCHEDULE

OPTIONAL ENDORSEMENTS:

- ☒ Plan Mirroring Coordination
☐ Monthly Aggregate Reimbursement
☐ Terminal Liability ☐ 3 months ☐ 6 months

COVERAGE DESCRIPTION (see above):

Aggregate Terminal Liability Factor

1. Composite:
2. Other:

Are retirees covered? ☒ Yes ☐ No
Are retirees age 65 and over covered? ☐ Yes ☒ No

Minimum Enrollment Required for Renewal of Coverage: 100 enrolled Covered Persons Covered for Medical.

Covered Persons are defined in the Employee Benefit Plan with the exception of: N/A

Exclusions and Limitations defined in this policy will apply with the exception of: N/A

Other: N/A

Actively at Work Requirement: N/A

Premium Due Date: Aggregate Excess Risk and Individual Excess Risk are due on the first day of each policy month.

Approved for Us:

Date: December 4, 2024

By:





Group Contact Email:

1. The Amwins Gene Therapy Solutions Policy will be issued to you upon receipt of this executed application in addition to any state mandated documents as a requirement of distribution of the Amwins Gene Therapy Solutions policy.
2. The Amwins Gene Therapy Solutions Policy is subject to cancellation should premiums be past due 90 days or more.
3. The Amwins Gene Therapy Solutions Policy is subject to cancellation should the Group terminate their active stop loss policy.
4. Stealth Partner Group will collect premium associated with the Amwins Gene Therapy Solutions Policy and will distribute such disbursements and applicable reimbursements as necessary for the administration of the Program. Stealth Partner Group will distribute any applicable disbursements and reimbursements only after it receives such disbursements and reimbursements from the Insurer of the





Amwins Gene Therapy Solutions Application Form

Amwins Gene Therapy Solutions Policy and will not be liable or responsible to any party for such disbursements and reimbursements unless they are received.

5. The Group will cooperate in any requests for information including, but not limited to, the validation of any claim or request for disbursement. Any inaccuracy known by the Group or Group's broker at the time of providing such information or failure to disclose any such known information, including all claims or potential claims, paid or pending, can change the terms, conditions, or premiums, or can void applicability.
6. Nothing herein, express or implied, is intended to confer to any person, other than the parties hereto, any right or remedy of any nature whatsoever; and nothing will create, or be deemed to create, any rights, obligations, or legal relationship between the parties.

The application provided herein is based upon information provided by Group or Group's broker. Upon submission of the signed application, it will be reviewed and a Policy will be issued as of the Effective Date defined in this application. By signing below, the Group's Authorized Signer agrees to the terms as stated herein and warrants they are duly authorized to execute this acceptance on behalf of Group:

Group Authorized Signer Name and Title:

Group Authorized Signer Signature:

Group Authorized Signer Signature Date:

Stop Loss Insurance & Gene Therapy Solutions

December 19, 2024





Background

- Stop Loss Insurance is a risk management tool that provides financial protection against catastrophic or unexpected medical claims.
- Adding Gene Therapy to Stop Loss Insurance manages financial risk, enhances care access, and supports innovative, compliant healthcare benefits.
- We are seeking collaboration with a vendor who will match our existing plan.





Selection Process

- Notices were published for RFP CB-2504 on October 21, 2024, with three companies responding.
- Our rating evaluation criteria consisted of:
 - Industry Experience and Servicing Governmental Entities/References (15%)
 - Services Rendered and Support Offered (10%)
 - Rates/Pricing (60%)
 - Plan Design and Features (15%)





Recommendation - Voya Financial

Recommendation
One-Year Service Agreement effective 1/1/2025





Recommendation - Amwins Group, Inc.

Recommendation
One-Year Service Agreement effective 1/1/2025





Why Voya Financial?

- Voya Financial is a division of ReliaStar Life Insurance Company.
- Voya Financial is one of the nation's largest direct writers of excess risk (stop loss) insurance for more than 40 years.
- Selected as the best fit candidate based on RFP criteria.
- Agreed to all contract provisions requested:
 - No New Lasers
 - Rate Caps





Why Amwins Group, Inc?

- Amwins Group, Inc is a global specialty insurance distributor.
- Amwins Group, Inc was founded in 1998, marking over 25 years in business.
- Selected as the best fit candidate.
- City of Abilene has partnered with Amwins since December 31, 2023.
- Amwins Group offers Gene Therapy Solutions:
 - GTS-15
 - 15 FDA Approved Treatments





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with La Terra Studio, LLC (Michael Rice)

GENERAL INFORMATION

The Pedestrian Plaza project shall be located in Downtown Abilene between N. 1st Street and N. 2nd Street along the eastern side of Cypress Street. (Approximately 30,000 SF)

The Scope of Services for this project shall include a Boundary and Topographic Survey, Design, Construction Documents, Bidding, and Construction Observation for the Pedestrian Plaza. The Project shall include Landscaping, Hardscape, Irrigation, Lighting, Power for a future water feature, and two Shade Structures.

SPECIAL CONSIDERATIONS

The Project Bid Documents shall be completed by April 1, 2025, and Construction of the Project is estimated to be completed by April 1, 2026.

FUNDING/FISCAL IMPACT

Private Outside Funding has been secured for this project. The professional services contract has a Lump Sum value of \$148,500.

STAFF RECOMMENDATION

Approval.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution-Professional Services Agreement
2. Professional Services Contract
3. Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING
A PROFESSIONAL SERVICES CONTRACT WITH LA TERRA STUDIOS, LLC**

WHEREAS, the City of Abilene is making improvements within the Abilene Downtown Area; and

WHEREAS, the City of Abilene has received private financial support for the development of a Pedestrian Plaza located between N. 1st and N. 2nd Streets on the east side of Cypress Street; and

WHEREAS, the contract with la terra studios, LLC, will provide for the Boundary and Topographic Survey, Design, Construction Documents, Bidding, and Construction Observation for the Pedestrian Plaza.; and

WHEREAS, la terra studios, LLC agrees to complete all bidding documents by April 1, 2025, and estimates completion of the project by April 1, 2026 for the Professional Services Contract Lump Sum price of \$148,500.

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

PART 1: That the City Council approves the Professional Services Contract with la terra studios, LLC, and authorizes the City Manager to execute an agreement with la terra studios, LLC.

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

ADOPTED this 19th day of December, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT Engineers & Architects

This Contract, dated the 19th. day of December, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and la terra studio, LLC, a Texas Limited Liability Company. organized under the laws of the State of Texas. (“Professional”).

The City is engaged in la terra studio, LLC. 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 or its services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified architect/engineer properly licensed/certified to practice in the State of Texas. Professional desires to render professional services to the City on the terms and conditions provided in this Contract.

The Professional 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 Professional. 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 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 April 1st, 2026 (Construction) and Construction Documents for Bidding by April 1st, 2025.

II. FEE

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. FACILITIES

The Professional will furnish all facilities and equipment that may be necessary to perform services required under this Contract.

IV. ASSIGNMENT

The Professional may not assign, in whole or in part, any rights, duties, obligations, or interest arising from this Contract without the City's prior written consent. In the event of an assignment by the Professional 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 Professional's successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF PROFESSIONAL

The Professional is an Independent Contractor. Professional and Professional'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

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

The Professional may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other material 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.

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.

“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 person, 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, licensees, and invitees of Professional.

B. Indemnity

The Professional 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 Professional or the Professional’s employees, or another entity over which the Professional exercises control.

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.

X. INSURANCE

A. GENERAL REQUIREMENTS

The Professional agrees to maintain the type and amounts of insurance required in this Contract throughout the term of the Contract. The Professional is solely responsible for providing the required certificates of insurance. The City may terminate this Contract 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 Contract, 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 Contract is made.
2. Provide for thirty (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>
☒ _x_1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
☒ _x_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)
☒ _x_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

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 thirty (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. For any funding beyond the current fiscal year, the City reserves the right to immediately terminate this Contract by giving written notice, without liability to the City, in the event that funding for this Contract is discontinued or is no longer available. The City's fiscal year runs from October 1st to September 30th.

If, through any cause, the Professional fails to fulfill its 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 (5) 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.

XIII. PROJECT REPRESENTATION

The City may 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.

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:
Robert Hanna
555 Walnut Street
Abilene, TX 79601

Professional – ATTN:
Michael Black
12001 N. Central Expressway,
Suite 1170

XV. 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.

XVI. 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.

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

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 the 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 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 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.

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. STATUTORY VERIFICATIONS

Verification Against Boycott of Israel Provision. In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement 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 agreement. The term “company” does not include a sole proprietorship. Chapter 2271 of the Texas Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.

Verification Against Discrimination of Firearm or Ammunition Industries Provision. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time employees, and this agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity

or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term “company” does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

Verification Against Boycott of Energy Companies Provision. Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time employees, and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term “company” does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the company verifies that company is not on a list maintained by the State Comptroller’s office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Unless the Professional is not subject to a provision above, the signatory executing this Agreement on behalf of the Professional verifies that the Professional: (1) does not boycott Israel and will not boycott Israel during the term of this Agreement; (2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association; (3) does not boycott energy companies, and will not boycott energy companies during the term of this Agreement; and (4) is not on a list maintained by the State Comptroller’s office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

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: Click or tap here to enter text.

By: la terra studio, LLC

Name: Click or tap here to enter text.

Name: Michael Black

Michael Black
12.10.2024

Title: Click or tap here to enter text.

Title: Managing Partner

Address: 12001 North Central Expressway,
Suite 11770

Phone Number: 469-955-3658

Federal Tax ID#: 46-0506071

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____
City Attorney

ATTACHMENT A

Scope of Services

Pedestrian Plaza project located in Downtown Abilene between 1st Street and 2nd Street along the eastern side of Cypress Street. (Approximately 30,000 SF)

Boundary and Topographic Survey (Jacob Martin)

ENGINEER shall provide any required topographic survey of the proposed development. Work will include 100-foot grid topography, determination of existing boundary, identification of visible utilities, and establishment of vertical and horizontal control necessary for completion of construction plans. Preparation of a Land Title or ALTA survey is not included.

Design Development

- Based on the current approved concept plan, prepare a preliminary scope of documents and specifications (to a 50% contract / specification level) for the Client's review.
- Provide detailed plans, sections, and elevations of the Landscape Plans and Hardscape Plans along with plant recommendations / samples, and other information to convey Design Development ideas.
- Provide written value engineering recommendations of potential alternatives and cost savings, if requested.
- Meet with City Staff (in person or virtually) to review drawings and receive comments.

Construction Documents

- Coordinate information provided by the Client (and / or Other Consultants as provided by the Client), including structures, site elements, easements, property lines, site plan, building floor plans, topography, utility information, circulation, hardscape, retaining walls, planters, fencing, any existing trees that interface with site development, and plant cover to remain (if any).
- Prepare required CONSTRUCTION DOCUMENTS, including the design of the following:

Landscape

- Provide a Landscape Plan with planting layout, plant material selections, plant list, tabulations, and notes.
- Provide construction details articulating landscape elements
- Provide written technical specifications for installation of landscape elements.

Hardscape

- Provide Hardscape design, material selections, and general notes.
- Provide construction details articulating hardscape elements
- Provide written technical specifications for installation of hardscape elements.

Irrigation

- Provide an Irrigation Plan utilizing city water sources indicating sleeving, head layout, pipe layout, pipe sizing, controller location and notes.
 - Provide construction details articulating irrigation elements
 - Provide written technical specifications for installation of irrigation elements.
 - Coordinate irrigation sleeving locations shown on other consultant's plans.
- Provide supplemental drawings such as, Site Preparation Plans, Erosion Control Plans, (Contractor to provide SWPPP documentation based on Erosion Control Plans), Vendor supplied drawings, etc.)
 - Attend project coordination meetings (in person or virtually) as requested by the Client.
 - NOT INCLUDED – Design for an interactive water feature.

Civil, Structural, and Electrical Design and Construction Documents (Jacob Martin)

ENGINEER shall provide general engineering for the project that is to include preparation of construction documents for a new pedestrian park plaza. Site civil construction plans will be prepared and shall include a dimensional control site plan, paving and grading plans, utility plans for irrigation service and water supply for water features within the park, erosion control plan, and all associated construction details.

Electrical design and plan preparation will be provided for all park lighting and power for water features for the park.

Structural design and plan preparation will be provided for two identical shade structures for the pedestrian park plaza.

Also included is completion of the City of Abilene's site plan and drainage plan approval process.

Not included with this scope is completion of any required offsite utility relocations, construction administration, or interactive play water features requiring water treatment.

Bidding (la terra studio and Jacob Martin)

- Prepare contract documents / project manual for bidding (request for bids)
- Response to contractor questions during the bidding process and preparation of necessary addendums.
- Attend bid opening.
- Review Bid proposals.

Construction Observation (la terra studio and Jacob Martin)

- Attend pre-construction meeting.

- Review Pay Applications.
- Review shop drawings and submittals pertinent to the Landscape Architect's Scope of Work to determine if they conform with the Landscape Architect's visual, technical, and aesthetic design intent.
- Provide site visits to the site to become generally familiar with and to keep the Client informed about the progress and quality of the work completed in relationship to the Landscape Architect's Construction Documents. The Landscape Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's rights and responsibilities under the Construction Documents.
- Provide a 'Site Observation Report' following each project site visit.
- Provide Site Visit at the Substantial Completion of the Project to participate in compiling the Punch List of items to be addressed.

Texas Department of Licensing and Registration (TDLR) / Texas Architectural Barriers

- File the project with the TDLR.
- Send plan set to Texas Accessibility Specialist (TAS) to review drawings.
- Respond to comments provided by TAS.
- Participate in post construction site visit with TAS.
- Contract with TAS for plan review and post construction site inspection.

ATTACHMENT B

PAYMENT SCHEDULE

PARTIES TO INITIAL OPTION(S) 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, or per the attached schedule, 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 _x_

Payment is in a lump sum amount of \$148,500.00 upon completion of the work and written acceptance by the City.

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, if requested by the City, the Professional 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 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 the City.

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, if requested 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 option chosen

(Option 1) ____

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) x

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 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(s) 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.

Professional Services Contract with la terra studio, LLC (Michael Rice)

December 19, 2024





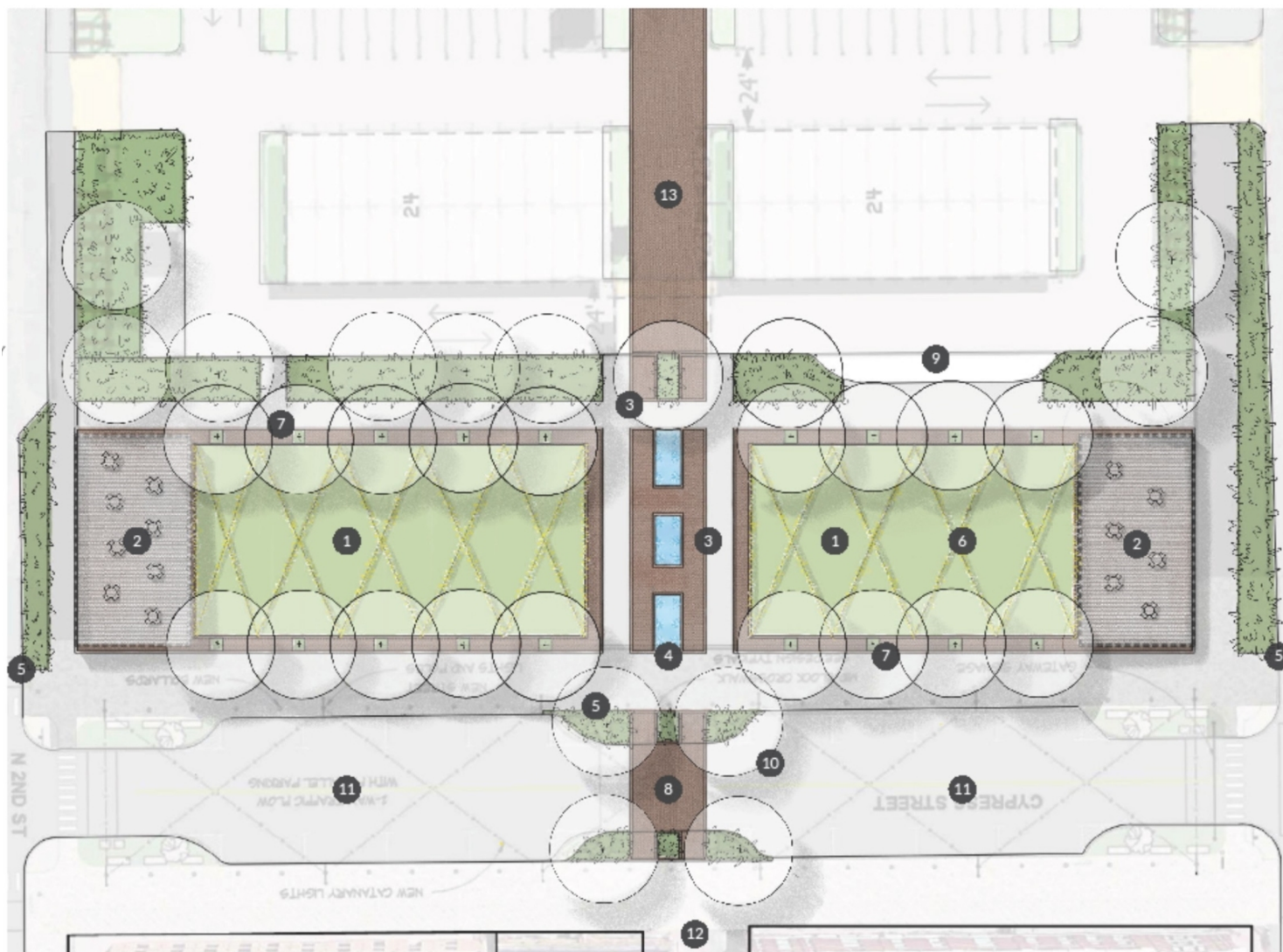
Professional Services Contract with la terra studio, LLC

- The City of Abilene desires to make improvements in the Downtown Area by developing a Pedestrian Plaza.
- The Pedestrian Plaza will be located on the east side of Cypress Street between N. 1st and N. 2nd Streets.
- The Pedestrian Plaza will include Landscaping, Hardscape, Irrigation, Lighting, Power for a future water feature, and two Shade Structures.
- The Project Bid Documents shall be completed by April 1, 2025, and the Construction of the Project is estimated to be completed by April 1, 2026.
- The contract has a Lump Sum value of \$148,500.





Professional Services Contract with la terra studio, LLC



LEGEND

- 1 MAIN LAWN
 - Total SF: 12,585
 - 120' X 59' & 99' X 59'
- 2 SHADE STRUCTURE
- 3 DECORATIVE PAVING
- 4 WATER FEATURE
- 5 STREETSCAPE PLANTING
- 6 FESTOON EDISON STYLE LIGHTS
- 7 TREE GRATE WITH CANOPY TREE
- 8 PEDESTRIAN CONNECTION TO ALLEY
- 9 FOOD TRUCK SET UP ZONE
- 10 STREET TREE
- 11 DESIGN PER CYPRESS STREETSCAPE PROJECT
- 12 CONNECTION TO ALLEY
- 13 FUTURE PEDESTRIAN CONNECTION TO PINE STREET



CITY OF
ABILENE
TEXAS

Professional Services Contract with la terra studio, LLC

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Michael Rice, Assistant City Manager

SUBJECT: **8. Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on an Ordinance of the City of Abilene, Texas, and Providing for the Extension of the Boundary Limits of the City of Abilene, Texas, and for the Annexation of Certain Territory - 440.2 acres - Lying Adjacent and Contiguous to the Present Boundary Limits of the City of Abilene, and Granting to All the Inhabitants of Territory, all the rights and Privileges of other citizens and Binding the Inhabitants by All of the Acts, Ordinances, Resolutions and Regulations of the City of Abilene; and Adopting a Service Plan Agreement *(Michael Rice)*

GENERAL INFORMATION

Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and continuous to the City, with the consent of the owner of the territory annexed.

The City of Abilene seeks to annex property owned by the City, generally described as 440.2 acres located in Jones county.

Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offers of a development agreement for agricultural, wildlife management or timber land, and the offer has been rejected by the owner.

The procedures prescribed by the Charter of the City of Abilene, and Texas law are being duly followed with respect to the real property.

The Annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all the rights and privileges of all other citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the

City of Abilene.

SPECIAL CONSIDERATIONS

Public notice of the public hearing has been posted as required by law.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommend that the City Council approve the Ordinance annexing the property into the city limits of the City of Abilene, Texas.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Annexation Ordinance B
2. Hamby B Field Notes (1)
3. Hamby B Municipal Services Agreement executed
4. Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AND PROVIDING FOR THE EXTENSION OF THE BOUNDARY LIMITS OF THE CITY OF ABILENE, TEXAS, AND FOR THE ANNEXATION OF CERTAIN TERRITORY LYING ADJACENT AND CONTIGUOUS TO THE PRESENT BOUNDARY LIMITS OF THE CITY OF ABILENE. AND GRANTING TO ALL THE INHABITANTS OF THE TERRITORY, ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF ABILENE; AND ADOPTING A SERVICE PLAN AGREEMENT

WHEREAS, Chapter 43 of the Texas Local Government Code and Section 4 of the Charter of the City of Abilene, provides that the City shall have the power, by ordinance, to fix and change the boundaries and limits of the City and to provide for the extension of additional territory lying adjacent and contiguous to the City, with the consent of the owner of the territory annexed;

WHEREAS, the property owner, being the City of Abilene, of approximately 440.20 acres of property filed a request for annexation with the City of Abilene;

WHEREAS, pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offer of a development agreement for agricultural, wildlife management or timber land, and that offer has been rejected by the property owner;

WHEREAS, the procedures prescribed by the Charter of the City of Abilene, and Texas law have been duly followed with respect to the following described territory, to wit:

Exhibit “A”, incorporated and made part of this Ordinance for all purposes.

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

PART 1. That the territory set out on Exhibit “A,” attached hereto and made part of this Ordinance for all purposes, lying adjacent and contiguous to the present boundaries of the City of

Abilene, Texas, is hereby added and annexed to the City of Abilene, Texas, and said territory described in Exhibit “A” shall be included within the boundary limits of the City of Abilene and the present boundary limits of the City of Abilene, at various points contiguous to the area described in Exhibit “A” are altered and amended so as to include the area within the corporate limits of the City of Abilene, Texas.

PART 2. That upon final passage hereof, the annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO, and the property situated therein shall bear its pro rata portion of the taxes levied by the City of Abilene, and the inhabitants thereof shall be entitled to all of the rights and privileges of all the citizens of the City of Abilene and shall be bound by the acts, resolutions and regulations of the City of Abilene.

PART 3. The Annexation Services Agreement for the annexed territory, attached as Exhibit “B” is hereby approved as a part of this ordinance.

PASSED ON FIRST READING the 19th day of December, 2024.

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 22nd day of December, 2024, the same being on or after the 20th day but before the 10th day before the public hearing being held in the Council Chamber of City Hall in Abilene, Texas, on the 9th day of January, 2025, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 9th day of January, 2025.

ATTEST:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

EXHIBIT B



SHEPPARD SURVEYING CO., INC.

Registered Professional Land Surveyor 3697 - Licensed State Land Surveyor

BOUNDARY
RETRACEMENT
GPS
CONTROL
ROUTE
OIL LEASE

17 Windmill Circle Abilene, Texas 79606 (915) 695-6277 Fax 695-3299 E Mail: gis@camalott.com

STATE OF TEXAS JONES COUNTY

FIELD NOTES OF 440.20 ACRES OF LAND OUT OF SECTIONS 8 AND 11 BLIND ASYLUM LANDS, JONES COUNTY, TEXAS AND BEING ALL OR PARTS OF 80 ACRES OUT OF THE SOUTHEAST QUARTER OF SECTION 8 A-538, CONVEYED TO RAYMOND BYNUM FROM R. W. HAYNIE AS RECORDED IN VOLUME 408,269: LANDS DESCRIBED IN VOLUME 400, PAGE 113 CONVEYED FROM BILLIE JEAN CRIER TO RAYMOND BYNUM FIRST TRACT SOUTHWEST QUARTER OF SECTION 8, ONE ACRE OUT OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 8 A-613, THIRD TRACT 134 ACRES OUT OF THE NORTHEAST QUARTER OF SECTION 11 A-524 SAVE AND EXCEPT 26.18 ACRES AND A 3.749 ACRE TRACT CONVEYED FROM RAYMOND BYNUM TO ALICE LEONA WILLIAMS AS RECORDED IN VOLUME 509, PAGE 419: FOURTH TRACT 60 ACRES OUT OF THE SOUTHEAST QUARTER OF SECTION 8 A-538; AND 5.9007 ACRES OF LAND OUT OF THE NORTHEAST QUARTER OF SECTION 11 AS DESCRIBED IN CONVEYANCE FROM ALICE LEONA WILLIAMS TO RAYMOND BYNUM AS RECORDED IN VOLUME 509, PAGE 80 ALL OF JONES COUNTY DEED RECORDS.

BEGINNING AT A COTTON SPINDLE SET AT THE INTERSECTION OF JONES COUNTY ROAD 306 AND JONES COUNTY ROAD 311 FOR THE OCCUPIED SW CORNER OF AFORESAID SECTION 8 AND THE MOST WESTERLY SOUTHWESTERLY CORNER OF THIS TRACT.

THENCE N 00°32'08" E ALONG THE WEST LINE OF SECTION 8 AND COUNTY ROAD 311 FOR A DISTANCE OF 2681.60' TO A COTTON SPINDLE SET FOR THE SOUTHWEST CORNER OF CITY OF ABILENE TRACT KNOWN AS THE NORTHWEST QUARTER OF SECTION 8 AND RECORDED IN VOLUME 448, PAGE 445, THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE S 89°45'45" E FOR A DISTANCE OF 2637.67' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET FOR THE NORTHWEST CORNER OF A CITY OF ABILENE 23 ACRE TRACT AS DESCRIBED IN VOLUME 450, PAGE 565, THE NORTHEAST CORNER OF AFORESAID SOUTHWEST QUARTER OF SECTION 8 AND THE MOST NORTHERLY NORTHEAST CORNER OF THIS TRACT.

THENCE S 00°41'16" W FOR A DISTANCE OF 148.63' TO AN 8" FENCE CORNER POST RECOVERED FOR THE SOUTHWEST CORNER OF SAID 23 ACRE TRACT, THE NORTHWEST CORNER OF AFORESAID 80 ACRE TRACT AND AN ELL CORNER OF THIS TRACT.

THENCE S 89°16'26" E FOR A DISTANCE OF 1402.80' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET FOR AN ELL CORNER OF SAID 23 ACRE TRACT, THE NORTHEAST CORNER OF AFORESAID 80 ACRE TRACT AND AN ELL CORNER OF THIS TRACT.

THENCE S 00°43'34" W FOR A DISTANCE OF 433.82' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET IN A RECOVERED PILE OF ROCKS FOR THE SOUTHWEST CORNER OF SAID 23 ACRE TRACT, THE NORTHWEST CORNER OF AFORESAID 60 ACRE TRACT AND AN ELL CORNER OF THIS TRACT.

THENCE S 88°29'52" E FOR A DISTANCE OF 1250.65' TO A 8' FENCE CORNER POST RECOVERED ON THE WEST RIGHT OF WAY OF COUNTY ROAD 309 FOR THE SOUTHEAST CORNER OF SAID 23 ACRE TRACT, THE NORTHEAST CORNER OF AFORE SAID 60 ACRE TRACT AND THE

MOST EASTERLY NORTHEAST CORNER OF THIS TRACT, BEING ON THE EAST LINE OF AFORESAID SECTION 8.

THENCE S 00°41'35" W DOWN COUNTY ROAD 309 AT 2062.13' PASS THE SOUTHEAST CORNER OF SECTION 8, THE NORTHEAST CORNER OF SECTION 11, CONTINUE FOR A TOTAL DISTANCE OF 4723.40' TO A COTTON SPINDLE SET FOR THE SOUTH EAST CORNER OF SAID 134.5 ACRE TRACT AND OF THIS TRACT.

THENCE N 89°19'35" W ALONG THE NORTH LINE OF SHADY CREEK ESTATES SECTION II, AT 764.6' PASS 0.75' NORTH OF A RECOVERED REBAR, AT 1054.2' PASS 0.92' SOUTH OF A RECOVERED REBAR, AT 1344.6' PASS 0.85' NORTH OF A RECOVERED REBAR, AT 1633.8' PASS OVER A RECOVERED REBAR, AT 2000.56' PASS 2.75' NORTH OF A RECOVERED REBAR AND CONTINUE FOR A TOTAL DISTANCE OF 2045.60' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET FOR THE SOUTHEAST CORNER OF AFORESAID 3.749 ACRE TRACT AND THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT. FROM THIS POINT A FENCE CORNER BEARS N 85°20'33" W AT 45.1'.

THENCE N 06°17'29" W FOR A DISTANCE OF 589.65' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET ON THE EAST BOUNDARY LINE OF SAID 3.749 ACRE TRACT.

THENCE N 04°10'00" W FOR A DISTANCE OF 106.30' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET ON THE EAST BOUNDARY LINE OF SAID 3.749 ACRE TRACT.

THENCE N 02°05'00" W FOR A DISTANCE OF 87.30' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET ON THE EAST BOUNDARY LINE OF SAID 3.749 ACRE TRACT.

THENCE N 05°09'00" W FOR A DISTANCE OF 112.00' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET ON THE EAST BOUNDARY LINE OF SAID 3.749 ACRE TRACT.

THENCE N 14°14'00" W FOR A DISTANCE OF 26.50' TO A CORNER FENCE POST RECOVERED FOR A CORNER OF SAID 3.749 ACRE TRACT.

THENCE N 45°29'50" W FOR A DISTANCE OF 98.72' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET ON THE NORTH BOUNDARY LINE OF SAID 3.749 ACRE TRACT

THENCE N 43°49'00" W FOR A DISTANCE OF 37.90' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET ON THE NORTH BOUNDARY LINE OF SAID 3.749 ACRE TRACT.

THENCE N 52°04'00" W FOR A DISTANCE OF 25.50' TO A POINT IN DEAD MAN CREEK ON THE NORTH BOUNDARY LINE OF SAID 3.749 ACRE TRACT AND BEING THE SOUTH EAST CORNER OF AFORE SAID 5.9007 ACRE TRACT.

THENCE N 45°12'00" W FOR A DISTANCE OF 152.10' TO A LARGE NAIL RECOVERED IN THE CENTERLINE OF COUNTY ROAD 306 FOR THE SOUTHWEST CORNER OF SAID 9.007 ACRE TRACT AND OF THIS TRACT.

THENCE N 06°19'50" E ALONG COUNTY ROAD 306 FOR A DISTANCE OF 831.07' TO A COTTON SPINDLE SET FOR AN ANGLE POINT IN THE WEST LINE OF SAID 5.9007 ACRE TRACT AND OF THIS TRACT.

THENCE N 07°15'08" W ALONG SAID COUNTY ROAD FOR A DISTANCE OF 691.60' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET ON THE NORTH LINE OF SECTION 8 FOR THE NORTHWEST CORNER OF AFORESAID 5.9007 ACRE TRACT AND AN ELL CORNER OF THIS TRACT.

THENCE N 89°44'08" W ALONG COUNTY ROAD 306 AND THE SOUTH LINE OF SECTION 8,
AT 262.8' PASS A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET FOR THE SOUTHWEST
CORNER OF THE SOUTHEAST QUARTER OF SECTION 8, CONTINUE FOR A TOTAL DISTANCE OF
2893.35' TO THE PLACE OF BEGINNING AND CONTAINING 162.19 ACRES IN ABSTRACT 538,
SOUTHWEST QUARTER SECTION 8, 141.00 ACRES IN ABSTRACT 613, SOUTHEAST QUARTER
SECTION 8, AND 137.01 ACRES IN ABSTRACT 524, THE NORTHEAST QUARTER OF SECTION 11
FOR A TOTAL OF 440.2 ACRES OF LAND MORE OR LESS.

FIELD PERSONNEL MONTE SHEPPARD
 BRANDON STAGGS

I, MAXEY SHEPPARD, A REGISTERED PROFESSIONAL LAND SURVEYOR OF TEXAS HEREBY
CERTIFY THAT THE FOREGOING FIELD NOTES AND ATTACHED PLAT REPRESENTS THE FINDINGS
OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND COMPLETED ON THE
8TH DAY OF JUNE, 2004.



MAXEY SHEPPARD, RPLS 3697
WO 04-1296

MUNICIPAL SERVICES AGREEMENT BETWEEN THE CITY OF ABILENE AND THE CITY OF ABILENE

This Municipal Services Agreement ("Agreement") is entered into on this the 20th day of November, 2024, by and between the City of Abilene, Texas, a home rule municipality of the State of Texas, ("City") and the City of Abilene, ("Owner"). The term "Owner" includes all owners of the Property.

RECITALS

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement;

WHEREAS, Section 43.0671 of the Local Government Code permits the City to annex an area if each owner in the area requests annexation;

WHEREAS, the City elects to annex such area, the City is required to enter into a written agreement with the property owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, Owner owns certain parcels of land situated in Jones County, Texas, which consist of approximately 440.20 acres of land in the City's extraterritorial jurisdiction, such Property being more particularly described as set forth in Exhibit A, attached and incorporated herein by reference ("Property");

WHEREAS, Owner has filed a written request with the City for full-purpose annexation of the Property, identified as a petition for annexation dated October 1, 2024;

WHEREAS, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the annexation and execution of this Agreement are subject to approval by the City Council; and

NOW THEREFORE, in exchange for mutual covenants, conditions and promises contained herein, the City and Owner agree as follows:

1. PROPERTY

This Agreement is applicable to the Property described in Exhibit A.

2. INTENT

It is the intent of the City that this Agreement provide for the delivery of full available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.

3. MUNICIPAL SERVICES

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City’s infrastructure extension policies and developer or property owner participation in accordance with applicable city ordinances, rules, regulations and policies.
 - i. Fire – The City’s Fire Department will provide emergency and fire protection services.
 - ii. Police – The City’s Police Department will provide protection and law enforcement services.
 - iii. Emergency Medical Services – The City’s Fire Department and Metrocare (or other entity holding a certificate of convenience and necessity) will provide emergency medical services.
 - iv. Planning, Zoning and Building – The City’s Planning and Development Services Department will provide comprehensive planning, land development, land use and building inspection services in accordance with all applicable ordinances, laws, rules and regulations.
 - v. Publicly Owned Parks, Facilities and Buildings.
 - 1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities, (including community service facilities, libraries, swimming pools, etc.), and buildings throughout the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City.
 - 2. In the event the City acquires any other parks, facilities or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
 - vi. Stormwater Utility Services – The Property will be included in the City’s Stormwater Utility service area and will be assessed a monthly fee. The fees will cover the direct and indirect costs of stormwater management services.
 - vii. Streets – The City’s Public Works Department will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with City policies and procedures and applicable laws.

viii. Water and Wastewater

New homes and structures will be required to connect to the City's water and sewer system at the owner's expense. Once connected to the City's water and sanitary sewer mains, the water and sanitary sewer service will be provided by the City at rates established by the City Council.

ix. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law.

x. Code Enforcement – The City's Code Compliance Division will provide education, enforcement, and abatement of code violations within the Property.

b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.

c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes applicable divisions and any subsequent City departments that will provide the same or similar services.

5. AUTHORITY

City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of this Annexation is within its sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.

6. SEVERABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such holding will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

7. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in negotiation and drafting of this Agreement.

8. VENUE, CHOICE OF LAW AND INTERPRETATION

Venue for any cause of action arising under this contract is Jones 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.

9. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

10. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and shall constitute one instrument.

12. SECTIONS AND OTHER HEADINGS

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

12. AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND

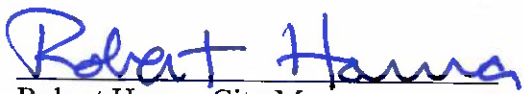
This Agreement is binding on and inures to the benefit of both parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties. This Agreement shall not be amended unless executed in writing by both parties.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date written above, which shall be the effective date of annexation of the Property.

CITY OF ABILENE


Robert Hanna, City Manager

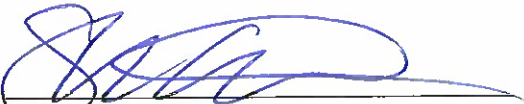

Date

APPROVED AS TO FORM:



City Attorney

ATTEST:



City Secretary



Exhibit A



SHEPPARD SURVEYING CO., INC.

Registered Professional Land Surveyor 3697 - Licensed State Land Surveyor

BOUNDARY
RETRACEMENT
GPS
CONTROL
ROUTE
OIL LEASE

17 Windmill Circle Abilene, Texas 79606 (915) 695-6277 Fax 695-3299 E Mail: gis@camalott.com

STATE OF TEXAS JONES COUNTY

FIELD NOTES OF 440.20 ACRES OF LAND OUT OF SECTIONS 8 AND 11 BLIND ASYLUM LANDS, JONES COUNTY, TEXAS AND BEING ALL OR PARTS OF 80 ACRES OUT OF THE SOUTHEAST QUARTER OF SECTION 8 A-538, CONVEYED TO RAYMOND BYNUM FROM R. W. HAYNIE AS RECORDED IN VOLUME 408,269: LANDS DESCRIBED IN VOLUME 400, PAGE 113 CONVEYED FROM BILLIE JEAN CRIER TO RAYMOND BYNUM FIRST TRACT SOUTHWEST QUARTER OF SECTION 8, ONE ACRE OUT OF THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 8 A-613, THIRD TRACT 134 ACRES OUT OF THE NORTHEAST QUARTER OF SECTION 11 A-524 SAVE AND EXCEPT 26.18 ACRES AND A 3.749 ACRE TRACT CONVEYED FROM RAYMOND BYNUM TO ALICE LEONA WILLIAMS AS RECORDED IN VOLUME 509, PAGE 419: FOURTH TRACT 60 ACRES OUT OF THE SOUTHEAST QUARTER OF SECTION 8 A-538; AND 5.9007 ACRES OF LAND OUT OF THE NORTHEAST QUARTER OF SECTION 11 AS DESCRIBED IN CONVEYANCE FROM ALICE LEONA WILLIAMS TO RAYMOND BYNUM AS RECORDED IN VOLUME 509, PAGE 80 ALL OF JONES COUNTY DEED RECORDS.

BEGINNING AT A COTTON SPINDLE SET AT THE INTERSECTION OF JONES COUNTY ROAD 306 AND JONES COUNTY ROAD 311 FOR THE OCCUPIED SW CORNER OF AFORESAID SECTION 8 AND THE MOST WESTERLY SOUTHWESTERLY CORNER OF THIS TRACT.

THENCE N 00°32'08" E ALONG THE WEST LINE OF SECTION 8 AND COUNTY ROAD 311 FOR A DISTANCE OF 2681.60' TO A COTTON SPINDLE SET FOR THE SOUTHWEST CORNER OF CITY OF ABILENE TRACT KNOWN AS THE NORTHWEST QUARTER OF SECTION 8 AND RECORDED IN VOLUME 448, PAGE 445, THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE S 89°45'45" E FOR A DISTANCE OF 2637.67' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET FOR THE NORTHWEST CORNER OF A CITY OF ABILENE 23 ACRE TRACT AS DESCRIBED IN VOLUME 450, PAGE 565, THE NORTHEAST CORNER OF AFORESAID SOUTHWEST QUARTER OF SECTION 8 AND THE MOST NORTHERLY NORTHEAST CORNER OF THIS TRACT.

THENCE S 00°41'16" W FOR A DISTANCE OF 148.63' TO AN 8" FENCE CORNER POST RECOVERED FOR THE SOUTHWEST CORNER OF SAID 23 ACRE TRACT, THE NORTHWEST CORNER OF AFORESAID 80 ACRE TRACT AND AN ELL CORNER OF THIS TRACT.

THENCE S 89°16'26" E FOR A DISTANCE OF 1402.80' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET FOR AN ELL CORNER OF SAID 23 ACRE TRACT, THE NORTHEAST CORNER OF AFORESAID 80 ACRE TRACT AND AN ELL CORNER OF THIS TRACT.

THENCE S 00°43'34" W FOR A DISTANCE OF 433.82' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET IN A RECOVERED PILE OF ROCKS FOR THE SOUTHWEST CORNER OF SAID 23 ACRE TRACT, THE NORTHWEST CORNER OF AFORESAID 60 ACRE TRACT AND AN ELL CORNER OF THIS TRACT.

THENCE S 88°29'52" E FOR A DISTANCE OF 1250.65' TO A 8' FENCE CORNER POST RECOVERED ON THE WEST RIGHT OF WAY OF COUNTY ROAD 309 FOR THE SOUTHEAST CORNER OF SAID 23 ACRE TRACT, THE NORTHEAST CORNER OF AFORE SAID 60 ACRE TRACT AND THE

MOST EASTERLY NORTHEAST CORNER OF THIS TRACT, BEING ON THE EAST LINE OF AFORESAID SECTION 8.

THENCE S 00°41'35" W DOWN COUNTY ROAD 309 AT 2062.13' PASS THE SOUTHEAST CORNER OF SECTION 8, THE NORTHEAST CORNER OF SECTION 11, CONTINUE FOR A TOTAL DISTANCE OF 4723.40' TO A COTTON SPINDLE SET FOR THE SOUTH EAST CORNER OF SAID 134.5 ACRE TRACT AND OF THIS TRACT.

THENCE N 89°19'35" W ALONG THE NORTH LINE OF SHADY CREEK ESTATES SECTION II, AT 764.6' PASS 0.75' NORTH OF A RECOVERED REBAR, AT 1054.2' PASS 0.92' SOUTH OF A RECOVERED REBAR, AT 1344.6' PASS 0.85' NORTH OF A RECOVERED REBAR, AT 1633.8' PASS OVER A RECOVERED REBAR, AT 2000.56' PASS 2.75' NORTH OF A RECOVERED REBAR AND CONTINUE FOR A TOTAL DISTANCE OF 2045.60' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET FOR THE SOUTHEAST CORNER OF AFORESAID 3.749 ACRE TRACT AND THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT. FROM THIS POINT A FENCE CORNER BEARS N 85°20'33" W AT 45.1'.

THENCE N 06°17'29" W FOR A DISTANCE OF 589.65' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET ON THE EAST BOUNDARY LINE OF SAID 3.749 ACRE TRACT.

THENCE N 04°10'00" W FOR A DISTANCE OF 106.30' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET ON THE EAST BOUNDARY LINE OF SAID 3.749 ACRE TRACT.

THENCE N 02°05'00" W FOR A DISTANCE OF 87.30' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET ON THE EAST BOUNDARY LINE OF SAID 3.749 ACRE TRACT.

THENCE N 05°09'00" W FOR A DISTANCE OF 112.00' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET ON THE EAST BOUNDARY LINE OF SAID 3.749 ACRE TRACT.

THENCE N 14°14'00" W FOR A DISTANCE OF 26.50' TO A CORNER FENCE POST RECOVERED FOR A CORNER OF SAID 3.749 ACRE TRACT.

THENCE N 45°29'50" W FOR A DISTANCE OF 98.72' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET ON THE NORTH BOUNDARY LINE OF SAID 3.749 ACRE TRACT

THENCE N 43°49'00" W FOR A DISTANCE OF 37.90' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET ON THE NORTH BOUNDARY LINE OF SAID 3.749 ACRE TRACT.

THENCE N 52°04'00" W FOR A DISTANCE OF 25.50' TO A POINT IN DEAD MAN CREEK ON THE NORTH BOUNDARY LINE OF SAID 3.749 ACRE TRACT AND BEING THE SOUTH EAST CORNER OF AFORE SAID 5.9007 ACRE TRACT.

THENCE N 45°12'00" W FOR A DISTANCE OF 152.10' TO A LARGE NAIL RECOVERED IN THE CENTERLINE OF COUNTY ROAD 306 FOR THE SOUTHWEST CORNER OF SAID 9.007 ACRE TRACT AND OF THIS TRACT.

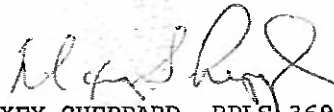
THENCE N 06°19'50" E ALONG COUNTY ROAD 306 FOR A DISTANCE OF 831.07' TO A COTTON SPINDLE SET FOR AN ANGLE POINT IN THE WEST LINE OF SAID 5.9007 ACRE TRACT AND OF THIS TRACT.

THENCE N 07°15'08" W ALONG SAID COUNTY ROAD FOR A DISTANCE OF 691.60' TO A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET ON THE NORTH LINE OF SECTION 8 FOR THE NORTHWEST CORNER OF AFORESAID 5.9007 ACRE TRACT AND AN ELL CORNER OF THIS TRACT.

THENCE N 89°44'08" W ALONG COUNTY ROAD 306 AND THE SOUTH LINE OF SECTION 8,
AT 262.8' PASS A ½" REBAR WITH CAP MARKED "SHEPPARD 3697" SET FOR THE SOUTHWEST
CORNER OF THE SOUTHEAST QUARTER OF SECTION 8, CONTINUE FOR A TOTAL DISTANCE OF
2893.35' TO THE PLACE OF BEGINNING AND CONTAINING 162.19 ACRES IN ABSTRACT 538,
SOUTHWEST QUARTER SECTION 8, 141.00 ACRES IN ABSTRACT 613, SOUTHEAST QUARTER
SECTION 8, AND 137.01 ACRES IN ABSTRACT 524, THE NORTHEAST QUARTER OF SECTION 11
FOR A TOTAL OF 440.2 ACRES OF LAND MORE OR LESS.

FIELD PERSONNEL MONTE SHEPPARD
 BRANDON STAGGS

I, MAXEY SHEPPARD, A REGISTERED PROFESSIONAL LAND SURVEYOR OF TEXAS HEREBY
CERTIFY THAT THE FOREGOING FIELD NOTES AND ATTACHED PLAT REPRESENTS THE FINDINGS
OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND COMPLETED ON THE
8TH DAY OF JUNE, 2004.


MAXEY SHEPPARD, RPLS 3697
WO 04-1296

Annexation of approximately 440.20 Acres into the City Limits of the City of Abilene, Texas

Michael Rice





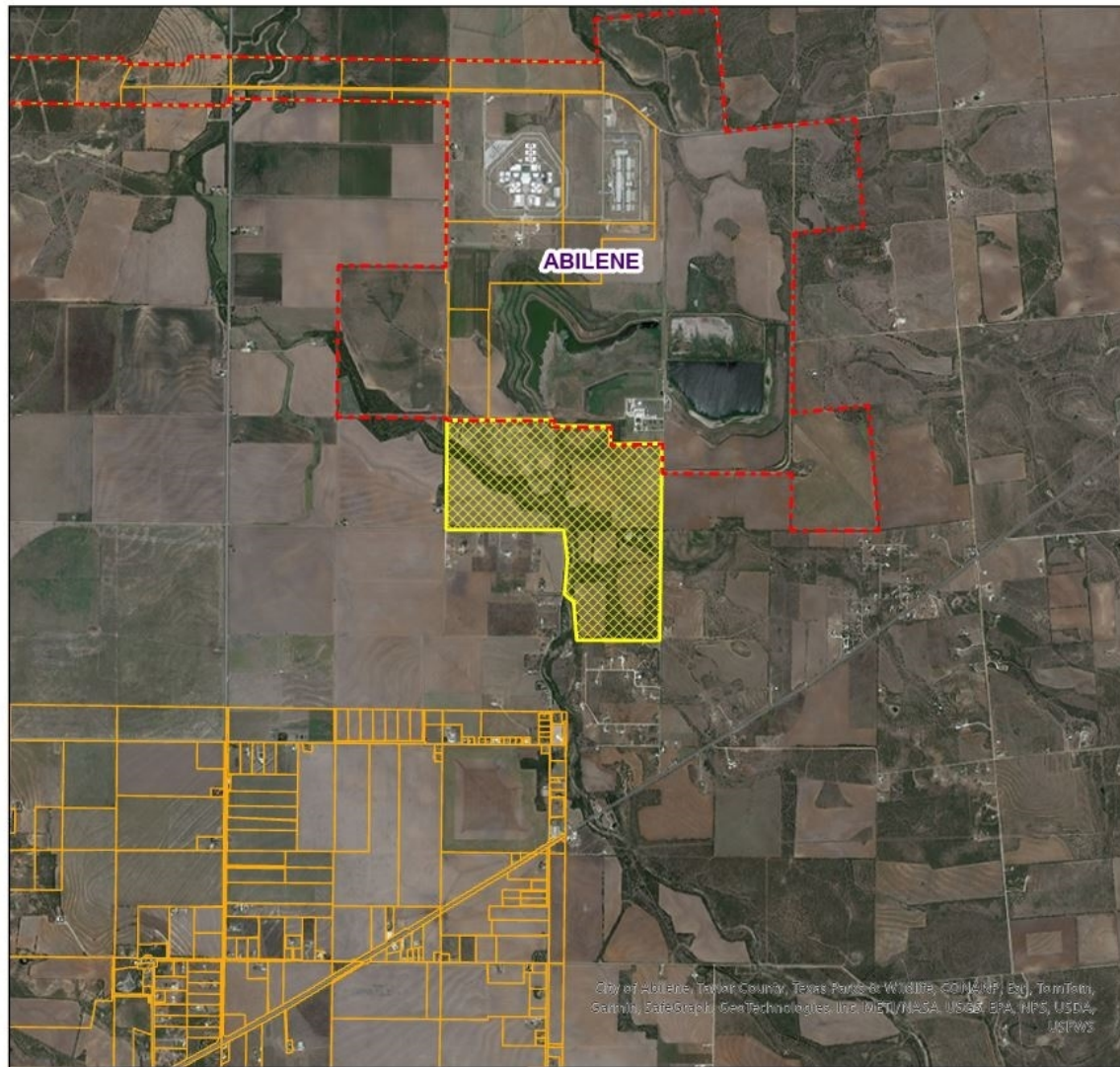
Annexation of approximately 440.20 Acres into the City Limits of the City of Abilene, Texas

- The City of Abilene desires that property they own, described as a 440.20 acre tract, be annexed into the city limits of the City of Abilene
- Pursuant to Texas Local Government Code Section 43.016, if applicable, the City has made offers of a development agreement for agricultural, wildlife management or timber land, and the offers have been rejected by the property owners.
- The procedures prescribed by the Charter of the City of Abilene and Texas law are being duly followed.
- The annexed territory shall be a part of the City of Abilene, Texas, and shall be Zoned AO
- Staff supports the Annexation Request.



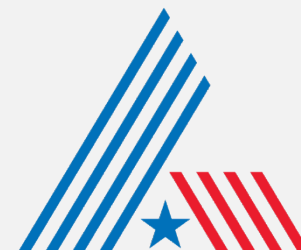


Annexation of approximately 440.20 Acres into the City Limits of the City of Abilene, Texas



Legend

-  Municipal Boundaries
-  Proposed Annexation



CITY OF
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TEXAS

0.6

Miles



Annexation of approximately 440.20 Acres into the City Limits of the City of Abilene, Texas

QUESTIONS ?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the City Manager to Enter into a Memorandum of Understanding with Abilene Cultural Affairs Council for Storybook Garden 2 (Lesli Andrews)

GENERAL INFORMATION

The Abilene Cultural Affairs Council would like to expand the Storybook Garden onto the southwest lawn of the Abilene Convention Center. The expansion will allow additional sculptures to be added in the future.

Items of improvement:

Grading of the complete area

Irrigation and underground electrical

All pathways, to include subbase, decomposed granite and stone edging

Water fall fountain

Giving Tree

Rebar trees throughout park

Stone benches

Sod for lawn areas

Tree trellis

Trellis lighting

Tree canopy lighting

Ground cover

All landscape plantings

Children's play scape

The priority is to get the fountain and the area around the fountain done by the end of April, mid-May at the latest to be ready in time for CALF. The hope is to have the Giving Tree in by this time.

SPECIAL CONSIDERATIONS

The MOU does require all elements including but not limited to sculptures, signage, additions, improvements, benches etc. of Storybook 2 to be approved by the City Council prior to any announcement or advertisement to the public.

FUNDING/FISCAL IMPACT

The cost is projected to be \$1.3-\$1.5 million all paid from private funds.

STAFF RECOMMENDATION

Staff recommends approval of the Memorandum of Understanding for the expansion of Storybook Garden 2.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 24_12_19 Resolution MOU Construction of Storybook Garden 2
2. Storybook 2 MOU
3. 24_12_19 Presentation MOU Storybook Garden 2

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH ABILENE CULTURAL AFFAIRS COUNCIL FOR THE CONSTRUCTION OF STORYBOOK GARDEN 2.

WHEREAS, the Abilene Cultural Affairs Council ("CAC"), a non-profit corporation, will finance the construction of a sculpture garden on City property located at the southwest lawn of the Convention Center; and

WHEREAS, on December 19, 2024, the Abilene City Council approved a resolution allowing the CAC to use the southwest lawn of the Convention Center for a sculpture garden and allowing the City Manager to negotiate a memorandum of understanding for that use.

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 memorandum of understanding with Abilene Cultural Affairs Council for the construction of Storybook Garden 2.

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

ADOPTED this 19th day of December 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ABILENE
AND THE ABILENE CULTURAL AFFAIRS COUNCIL FOR THE
CONSTRUCTION OF SCULPTURE GARDEN AT THE CONVENTION
CENTER SOUTHWEST LAWN**

WHEREAS, the Abilene Cultural Affairs Council ("CAC"), a non-profit corporation, will finance the construction of a sculpture garden on City property located at the Convention Center, as depicted on Attachment "A"; and

WHEREAS, on December 19, 2024, the Abilene City Council approved a resolution allowing the CAC to use the southwest lawn of the Convention Center for a sculpture garden and allowing the City Manager to negotiate a memorandum of understanding for that use.

NOW THEREFORE, it is hereby agreed between the City of Abilene and CAC that:

1. The design and construction plans for the sculpture garden will be approved by the Director of Parks & Recreation.
2. CAC will procure design and construction services for the design and construction of a sculpture garden as depicted on Attachment "A", and donate the improvements to the City upon completion.
3. **CAC will indemnify and hold harmless the City of Abilene, its officers agents, and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other reasonable costs arising out of or resulting from CAC's activities conducted in connection with or incidental to this Agreement and from any liability arising out of or resulting from the intentional acts or negligence, including all causes of action based upon common, constitutional, or statutory law, or based in part thereon of CAC, including but not limited to its officers, agents, employees, contractors, licensees, invitees, and other persons.**
4. CAC will at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, contractors, invitees, and other persons as well as their property. It is expressly understood and agreed that the City shall not be liable or responsible for the actions or negligence of CAC, including but not limited to its officers, agents, members, participants, invitees, and other persons.
5. City and CAC will provide each other with prompt and timely notice of any event, covered by the indemnity section of this Agreement. In the event a claim or action is filed with respect to the indemnity section, the City may employ attorneys of its own choosing to appear and defend the claim or action on behalf of the City.

6. CAC will insure this agreement by obtaining public liability insurance in the amounts and with the terms set forth in Attachment B to this agreement. Additionally, the CAC shall require that any design or construction professionals or contractors (including their subcontractors) retained by or contracted with the CAC shall also obtain public liability insurance in the amounts and with the terms set forth in Attachment B to this agreement.

7. CAC will at its sole expense, build a sculpture garden on the property as described in Attachment A.

8. The CAC will enter into a contract with all contractors performing work on City property and will obtain maintenance, performance and payment bonds from the contractors as required by law. If the value of the contract is below \$50,000, Performance and Payment Bonds are not required. If the value of this contract exceeds \$50,000, the Contractor must furnish a payment bond. If the value of the contract exceeds \$100,000, the Contractor must also furnish a performance bond when the Contract is executed and delivered to the CAC. The Bonds, for the full amount of the Contract, must be executed by a corporate surety company authorized to do business in the State of Texas. Bonds for projects using federal dollars must be underwritten by a surety name in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

9. CAC will provide a builder's warranty to the City of Abilene with a term of no less than one year.

10. The City will accept the donation of the sculpture garden upon completion as determined by the City. Acceptance of improvements may be completed in phases. The City may also accept each sculpture as it is placed permanently in the sculpture garden.

11. Upon transfer of title to the sculpture, the City will be responsible for the care and maintenance of the sculpture garden.

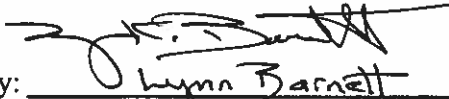
12. Any additions or improvements, including but not limited to benches, signage, sculptures, or other works of art, to be placed in the sculpture garden shall be approved by the City Council prior to it being procured or commissioned by the CAC, and prior to any announcement or advertisement of the additions or improvements to the public by the CAC.

IN WITNESS WHEREOF, THE CITY AND ABILENE CULTURAL AFFAIRS COUNCIL have entered into this Agreement on the ____ day of _____, 202__.

CITY OF ABILENE

ABILENE CULTURAL
AFFAIRS COUNCIL

By: _____
City Manager

By: 
(Printed Name) Lynn Barnett

ATTEST:

Title: Executive Director

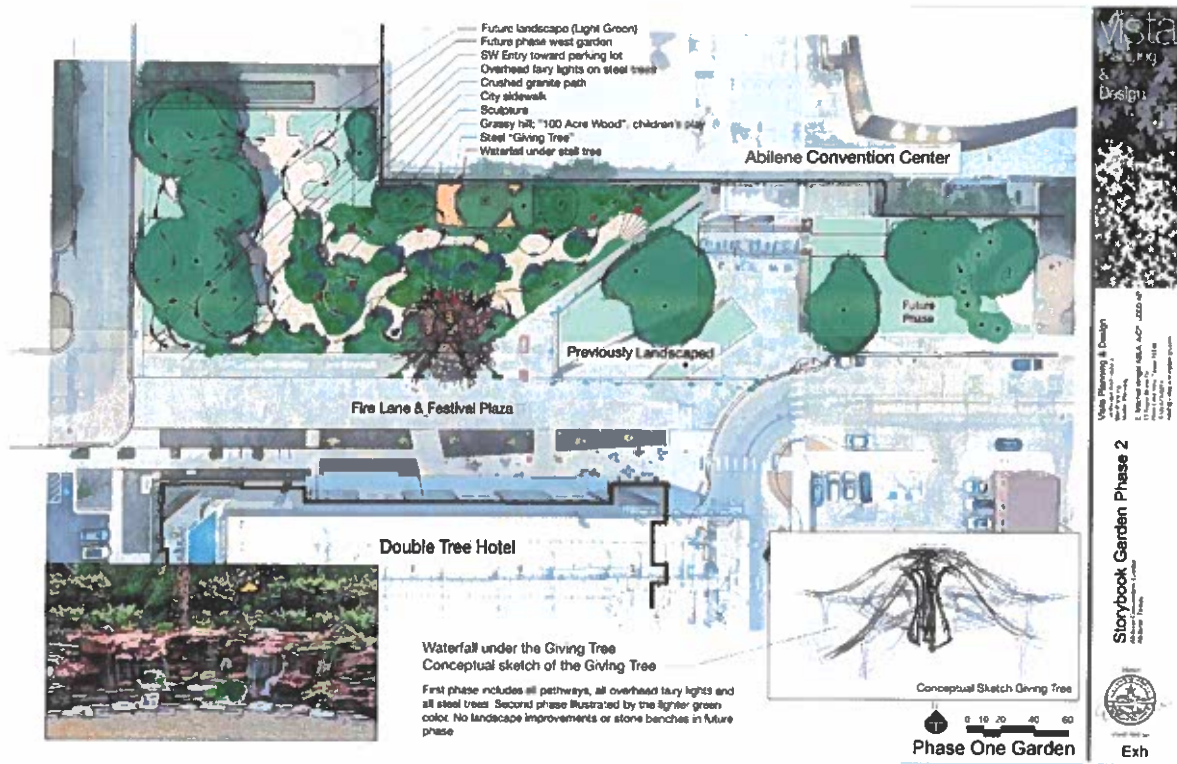
City Secretary

Federal Tax ID #: 75-0101260

APPROVED:

By: _____
City Attorney

Attachment A



Attachment B

INSURANCE

A. GENERAL REQUIREMENTS

CAC agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. The CAC is solely responsible for providing the required certificates of insurance. The City may terminate this agreement if the CAC 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's Office of Risk Management 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 CAC must provide the Director of Parks & Recreation with either an original certificate of insurance or a certified copy of the insurance policy evidencing the required insurance. Thereafter, the CAC must furnish new certificates or copies of the policy before the expiration date.

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

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

C. TYPES AND AMOUNT OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
<u>X</u> 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
<u>X</u> 2. Commercial (Public) Liability including but not limited to: . Premises/Operations . Independent Contractors . Products/Completed Operations . Contractual Liability (Insuring above indemnity) and where the exposures exist . Explosion Collapse and Underground	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<u>X</u> 3. Business Automobile Liability to include coverage for: . Owned/Leased Autos . Non-Owned Autos . Hired Cars	\$500,000 combined single limit for bodily injury and property damage (per occurrence)
<u>X</u> 4. Professional Liability (per occurrence)	\$500,000 combined single limit

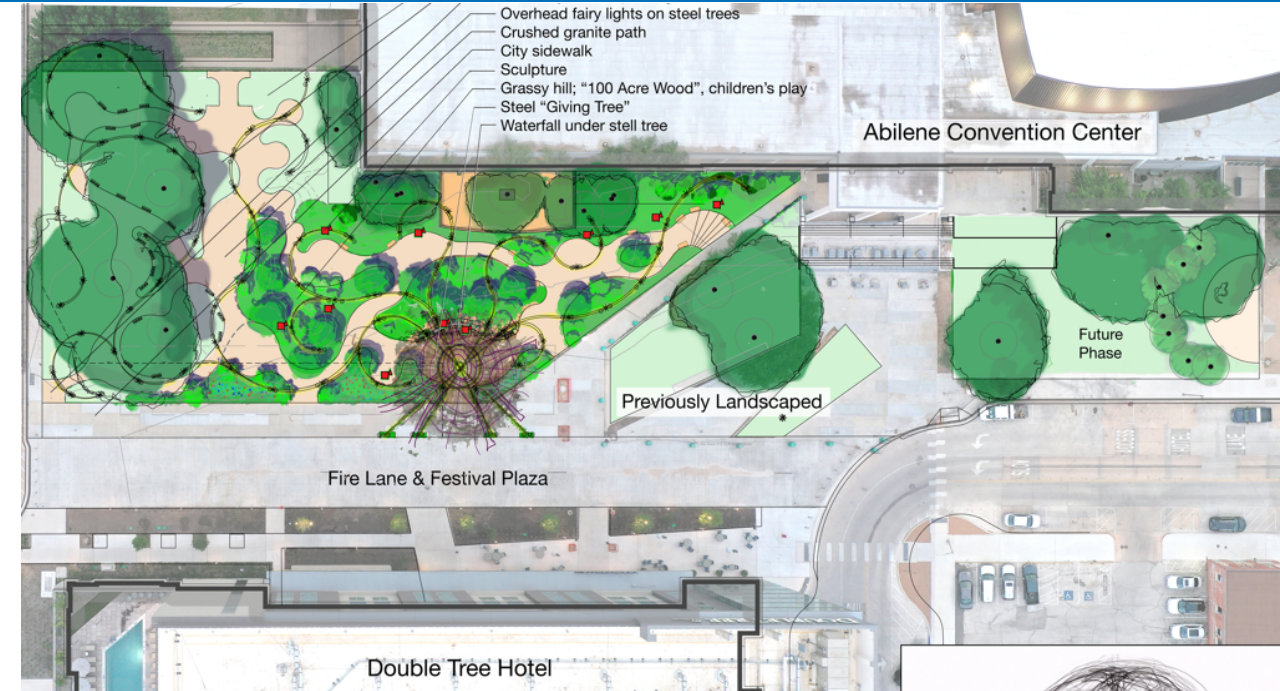
Memorandum of Understanding Storybook Garden 2





General Information:

- The Abilene Cultural Affairs Council ("CAC"), is requesting to finance the construction of a sculpture garden on City property located at the southwest lawn of the Convention Center.
- Request is to have the City Manager enter into a memorandum of understanding with Abilene Cultural Affairs Council for the construction of Storybook Garden 2.



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**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 10. Resolution: Receive a Report, Hold a Discussion and Take Action on Accepting Plum/Turtles Sculptures as part of the Storybook Series (Lesli Andrews)

GENERAL INFORMATION

The Abilene Cultural Affairs Council would like to commission Matt Phelan's Plum/Turtles sculptures. If approved, the sculptures will become a permanent addition to Abilene's Outdoor Sculpture Storybook Collection and are tentatively planned for the new Storybook Garden 2.

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 sculptures be located in the Storybook Garden 2 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 12, 2025.

FUNDING/FISCAL IMPACT

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

STAFF RECOMMENDATION

Staff recommends approval of the acceptance of the donated sculptures.

BOARD OR COMMISSION RECOMMENDATION

The sculptures were approved by the Visual Arts Jury at the October 21, 2024 board meeting.

ATTACHMENTS:

1. Resolution_2025_sculpture
2. Two smaller turtles
3. Two larger turtles
4. Plum
5. Presentation_ Acceptance of Sculptures for Public Display

RESOLUTION NO. _____

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

WHEREAS, the Abilene Cultural Affairs Council (ACAC) has commissioned Matt Phelan – Plum/Turtles; 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 Plum and Turtles sculptures at their October 21, 2024 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 sculptures for placement in Storybook Garden 2 on the lawn of the Abilene Convention Center.

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

ADOPTED this 19th day of December, 2024.

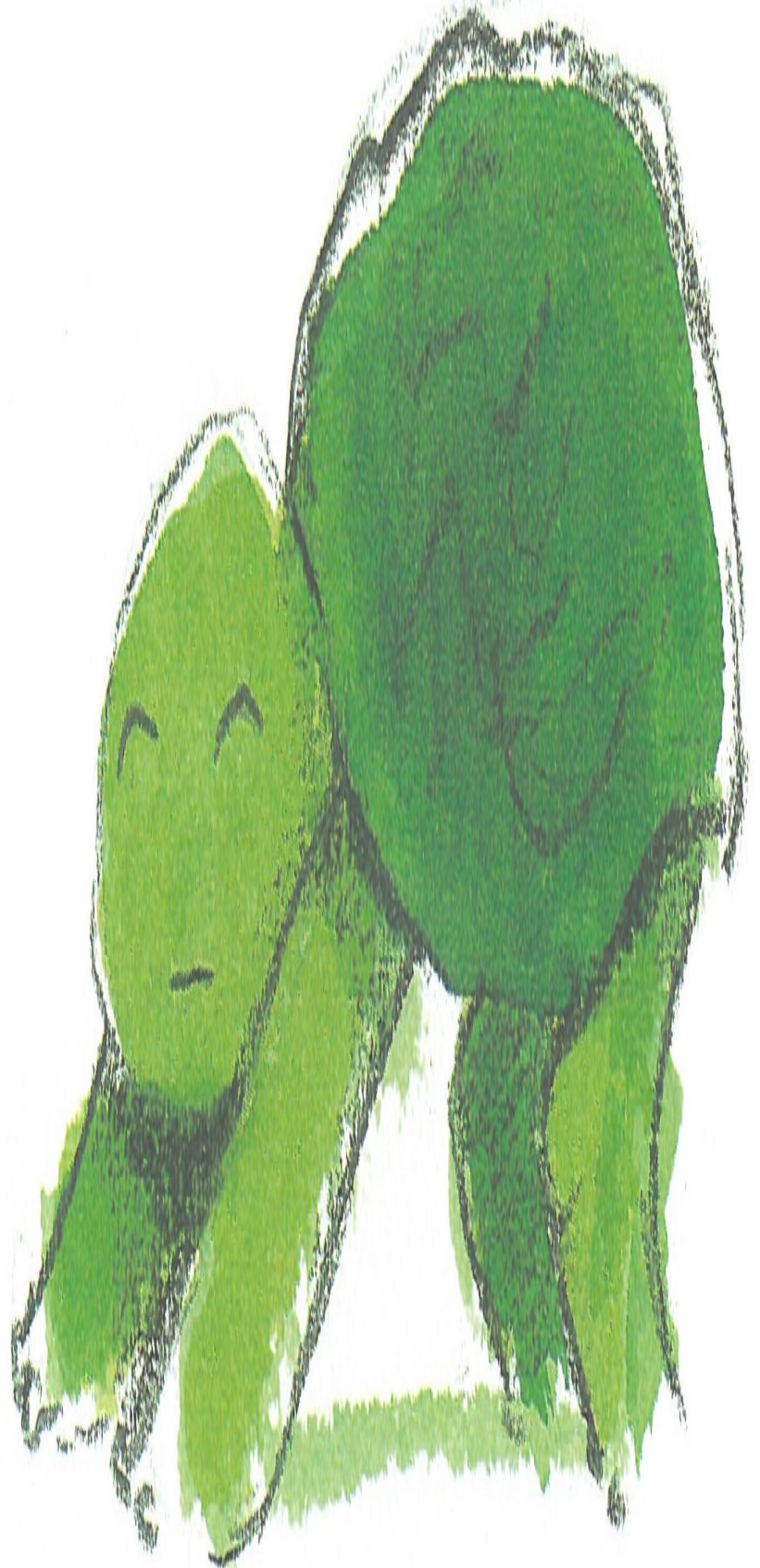
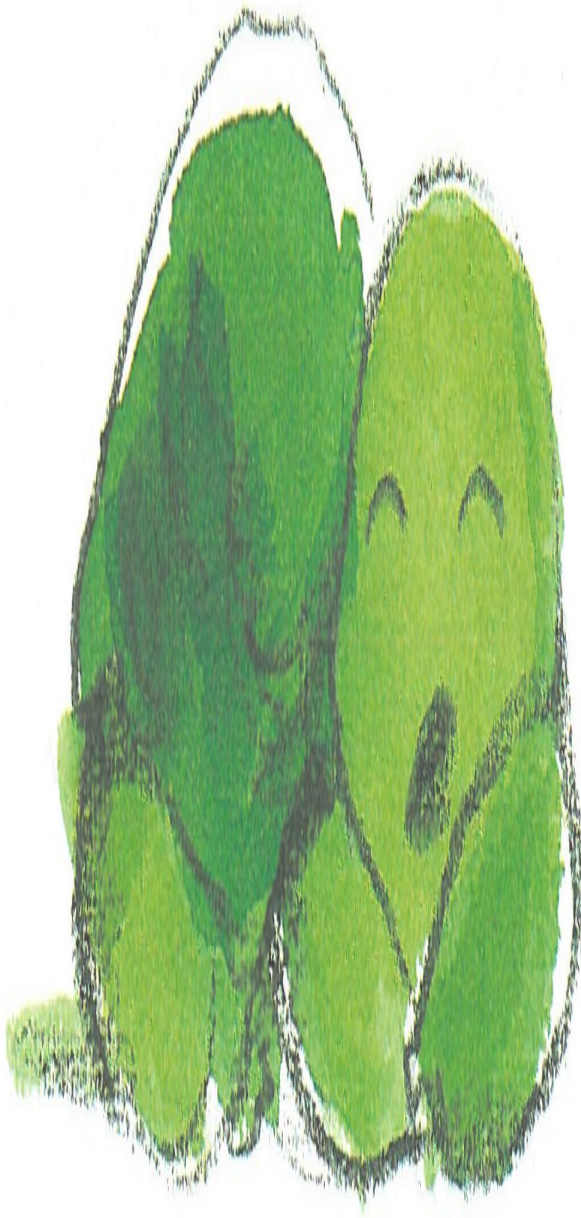
ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney





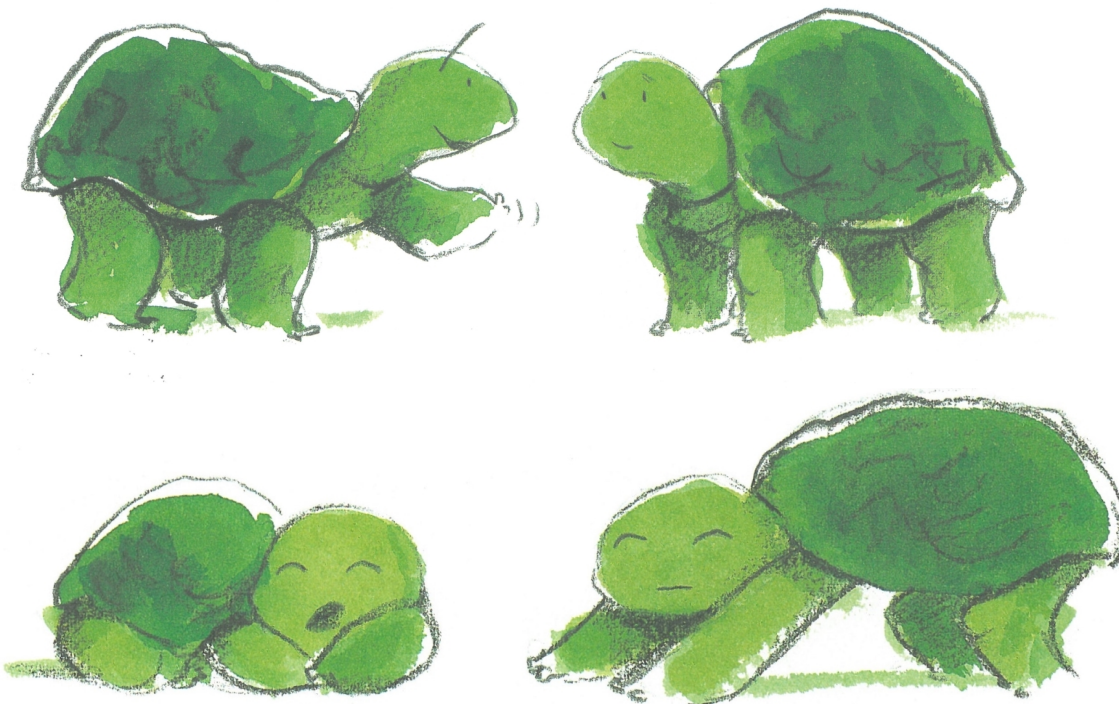


Resolution: Acceptance of Sculptures for Public Display



Request to Accept Sculpture for Public Display

- Sculpture by: Steve Neeves
- Material: Bronze
- Location: Storybook Garden 2





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 11. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Execute the Guaranteed Maximum Price for the G.V. Daniels and Cesar Chavez Recreation Centers (Lesli Andrews)

GENERAL INFORMATION

The City of Abilene approved an Agreement with a Construction Manager at-Risk (Teinert Construction) for the G.V. Daniels and Cesar Chavez Recreation Centers on June 13, 2024. In accordance with the Agreement, Article 6 addresses the Construction Price and provides for establishing a Guaranteed Maximum Price for the Work.

Teinert Construction has received bids for the project components. Based upon the bids, Teinert Construction has determined a Guaranteed Maximum Price of \$23,207,695 for the Work. The Cost Summary has been reviewed by Parkhill and the City.

The base bid came in within budget. It is expected to take 12-14 months for construction.

SPECIAL CONSIDERATIONS

Approval for the GMP allows the City of Abilene to send a Notice to Proceed to Teinert Construction so that construction of the Project may begin.

FUNDING/FISCAL IMPACT

Funding is available from the November 7, 2023 General Obligation Bonds approved by the voters.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

Parks Board had the opportunity to review the renderings at their December 17, 2024 board meeting.

ATTACHMENTS:

1. 24_12_19 Resolution GMP Teinert Construction Cesar Chavez and G.V. Daniels Rec Centers
2. G.V. Daniels and Cesar Chavez Recreation Centers GMP 12192024-1
3. City of Abilene- GV Daniels GMP RECAP
4. City of Abilene- Cesar Chavez GMP RECAP
5. Renderings, Floor Plan, and Sight Plan of new Recreation Centers
6. 24_9_26 Presentation GMP Teinert Construction of Rec Centers

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO APPROVE THE GUARANTEED MAXIMUM PRICE FOR THE CONSTRUCTION OF CESAR CHAVEZ AND G.V. DANIELS RECREATION CENTERS AGREEMENT WITH TEINERT CONSTRUCTION.

WHEREAS, The City of Abilene approved an Agreement with a Construction Manager at-Risk (Teinert Construction) for the G.V. Daniels and Cesar Chavez Recreation Centers on June 13, 2024.; and

WHEREAS, Teinert Construction has received bids for the project components. Based upon the bids, Teinert Construction has determined a Guaranteed Maximum Price of Twenty-Three Million Two Hundred Seven Thousand Six Hundred and Ninety-Five Dollars (\$23,207,695) for the construction.; and

WHEREAS, the base bid came in within budget.; and

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

Part 1: That the Guaranteed Maximum Price for the construction of Cesar Chavez and G.V. Daniels Recreation Centers Agreement with the Construction Manager At-Risk (CMAR) Teinert Construction is hereby approved and the City Manager is authorized to execute the same.

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

ADOPTED this 19th day of December 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

CITY OF ABILENE G.V. DANIELS AND CESAR CHAVEZ RECREATION CENTERS

GUARANTEED MAXIMUM PRICE

DATED December 19, 2024

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT-RISK

Pursuant to Section 6.6 of the Agreement dated June 13, 2024,

the Owner, **City of Abilene, Texas**

and the **Construction Manager At-Risk, Teinert Construction,**

desire to establish a Guaranteed Maximum Price ("GMP") for the Work. Therefore, the Owner and Construction Manager At-Risk agree as follows.

ARTICLE 1. PROPOSED FINAL GUARANTEED MAXIMUM PRICE

The Construction Manager At-Risk's GMP for the Cost of the Work as defined in Article 6.6 is **Twenty-Three Million Two Hundred Seven Thousand Six Hundred Ninety-Five dollars (\$ 23,207,695)**. The Agreement guarantees that the Cost of the Work plus the Construction fee will not exceed the GMP as defined in the Agreement, subject to additions and deductions by Change Orders, as provided in the Agreement. The GMP is based on Exhibit A – GMP Summary, which shall become an attachment to this Amendment.

ARTICLE 2. DATES OF COMPLETION

As set out in Article 5, the Work shall commence within five (5) days of CMAR's receipt of Owner's Notice to Proceed. Substantial Completion of the entire Work shall be achieved no later than January 31, 2026. Final Completion of the Work or identified portions of the Work thereof, and resolution of all unresolved claims shall be achieved within fourteen (14) days from the Substantial Completion date for the entire Work.

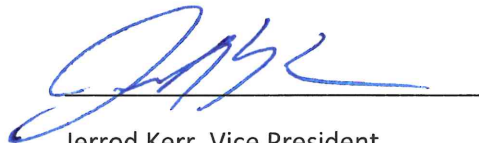
ARTICLE 3. ADDITIONAL AGREEMENT REVISIONS

The following revisions to the agreement sections below shall be incorporated into this amendment: This Amendment is entered into as of December 19, 2024.

ATTEST:

TEINERT CONSTRUCTION

Shawna Atkinson, City Secretary



Jerrod Kerr, Vice President

APPROVED:

CITY OF ABILENE

Stanley Smith, City Attorney

Robert Hanna, City Manager

Exhibit A - GMP Summary



Abilene Rec Centers- GV Daniels

Date: 12/11/2024
Bid Date: 12/5/2024

Bldg. Area: 30,908 sf
Schedule: 14.0 mo

Phase	Description	Labor	Material	Sub	Total	Sub/Supplier	\$/sqft
					0		-
GENERAL CONDITIONS							
	General Conditions & Supervision			777,910	777,910		25.17
	Building Permit			0	0		-
	Owner Contingency Allowance			500,000	500,000		16.18
	CM Contingency Allowance			300,000	300,000		9.71
	Signage Allowance			60,000	60,000		1.94
	Commissioning Allowance			20,000	20,000		0.65
	Materials Testing Allowance			20,000	20,000		0.65
					0		-
COST OF WORK							
	Professional Surveying Services			28,000	28,000	COW	0.91
	Document Reproduction & Signage			15,000	15,000	COW	0.49
	Hoisting & Material Transport			156,000	156,000	COW	5.05
	Temporary Barricades & Traffic Control			30,000	30,000	COW	0.97
	Temporary Protection & Storage			50,000	50,000	COW	1.62
	Site Remediation & Dewatering			20,300	20,300	COW	0.66
	Rough Clean & Crew			126,112	126,112	COW	4.08
	Final Clean			25,000	25,000	COW	0.81
					0		-
SUBCONTRACT WORK							
	SWPPP Notice			1,834	1,834	ProSwppp	0.06
	SWPPP			40,600	40,600	Teinert	1.31
					0		-
	Termite Control			3,400	3,400	Texoma	0.11
					0		-
02 41 13	Selective Site Demolition			w/ Earthwork	0	Raydon	-
02 41 19	Selective Demolition			w/ Earthwork	0	Raydon	-
					0		-
31 23 00	Excavation and Fill			182,006	182,006	Raydon	5.89
31 23 00.10	Excavation and Fill for Utilities			w/ Earthwork	0	Raydon	-
31 31 16	Soil Treatment			w/ Earthwork	0	Raydon	-
					0		-
33 05 00	Common Work Results for Utilities			103,100	103,100	Finco	3.34
33 05 13	Manholes and Structures			w/ Utilities	0	Finco	-
33 12 00	Water Utility Distribution Equipment			w/ Utilities	0	Finco	-
33 13 00	Disinfection of Water Utility Distribution			w/ Utilities	0	Finco	-
33 31 00.10	Sanitary and Storm Utility Sewerage Piping			w/ Utilities	0	Finco	-
					0		-
32 11 50	Flexible Base Course			w/ Earthwork	0	Raydon	-
32 12 16	Asphalt Paving			w/ Earthwork	0	Raydon	-
32 13 13	Concrete Paving			w/ CIP	0	Raydon	-
32 13 73	Concrete Paving Joint Sealants			w/ Earthwork	0	Raydon	-
32 17 23	Pavement Markings			w/ Earthwork	0	Raydon	-
					0		-
03 10 00	Concrete Forming and Accessories			w/ CIP	0	Bontke	-
03 20 00	Concrete Reinforcing			w/ CIP	0	Bontke	-
03 30 00	Cast-In-Place Concrete			549,566	549,566	Bontke	17.78
					0		-
32 84 00	Planting Irrigation			101,046	101,046	Masterscapes	3.27
32 91 15	Soil Preparation			w/ Irrigation	0	Masterscapes	-
32 92 00	Turf and Grasses			w/ Irrigation	0	Masterscapes	-
32 93 00	Plants			w/ Irrigation	0	Masterscapes	-
					0		-
	Fencing			93,780	93,780	CJ Fence	3.03
					0		-
04 43 13.13	Anchored Stone Masonry Veneer			166,550	166,550	Kelley	5.39
					0		-

Exhibit A - GMP Summary

05 12 00	Structural Steel Framing			846,962	846,962	C&F Steel & RH	27.40
05 21 00	Steel Joist Framing			w/ Structural	0	C&F Steel & RH	-
05 31 00	Steel Decking			w/ Structural	0	C&F Steel & RH	-
05 50 00	Metal Fabrications			w/ Structural	0	C&F Steel & RH	-
	Misc Metals			139,485	139,485	Teinert	4.51
					0		-
06 10 53	Miscellaneous Carpentry			182,403	182,403	Teinert	5.90
06 41 16	PLAM Cabinets			180,288	180,288	Abilene Millwo	5.83
12 36 61.19	Quartz Agglomerate Countertops			115,580	115,580	Texas T	3.74
06 61 00	Rigid Sheet Wall Protection			w/ PLAM	0	Abilene Millwo	-
06 83 00	Composite Paneling			w/ PLAM	0	Abilene Millwo	-
	Wire Shelving			2,984	2,984	Double First	-
					0		-
07 21 00	Thermal Insulation			56,410	56,410	GDA	1.83
07 27 26	Fluid- Applied Membrane Air Barriers			w/ Drywall	0	Harris	-
					0		-
07 42 13.13	Formed Metal Wall Panels			377,500	377,500	EMCO	12.21
					0		-
07 52 16	Styrene-Butadiene-Stryene(SBS) Modified Bituminous Membrane Roofing			459,734	459,734	Lydick Hooks	14.87
07 62 00	Sheet Metal Flashing and Trim			w/ Roofing	0	Lydick Hooks	-
07 72 00	Roof Accessories			w/ Roofing	0	Lydick Hooks	-
					0		-
07 92 00	Joint Sealants			89,902	89,902	Teinert	2.91
	Firestopping			53,698	53,698	Teinert	1.74
					0		-
08 12 13	Hollow Metal Doors and Frames			89,600	89,600	WBS	2.90
08 14 23.16	PLAM Faced Wood Doors			w/ HM Doors	0	WBS	-
08 71 00	Door Hardware			w/ HM Doors	0	WBS	-
					0		-
	Door, Frame, and Hardware Install			58,800	58,800	Teinert	1.90
					0		-
08 41 13	Aluminum-Framed Entrances and Storefronts			470,000	470,000	AGM	15.21
08 51 13	Aluminum Windows			w/ Storefront	0	AGM	-
08 80 00	Glazing			w/ Storefront	0	AGM	-
08 87 00	Decorative Window Film			w/ Signage Allowance	0	ALLOWANCE	-
					0		-
05 40 00	Cold Form Metal Framing			1,098,435	1,098,435	Harris	35.54
06 16 00	Sheathing			w/ Framing	0	Harris	-
09 22 16	Non-Structural Metal Framing			w/ Framing	0	Harris	-
09 29 00	Gypsum Board			w/ Framing	0	Harris	-
09 51 23	Acoustical Tile Ceilings			w/ Framing	0	Harris	-
09 54 26	Acoustical Ceiling and Wall Baffles			w/ Framing	0	Harris	-
09 84 00	Acoustical Ceiling and Wall Panels			w/ Framing	0	Harris	-
					0		-
09 30 13	Ceramic Tiling			319,190	319,190	Whiteco/Callav	10.33
09 51 13	Resilient Base and Accessories			w/ Tile	0	Whiteco/Callav	-
09 65 19	Resilient Tile Flooring			w/ Tile	0	Whiteco/Callav	-
09 68 13	Tile Carpeting			w/ Tile	0	Whiteco/Callav	-
09 65 66	Indoor Resilient Athletic Surfacing			w/ Tile	0	Whiteco/Callav	-
					0		-
09 91 00	Painting			167,546	167,546	J&H	5.42
					0		-
10 21 13.19	Plastic Toilet Compartments			57,773	57,773	Spectrum	1.87
10 26 00	Wall and Door Protection			w/ Toilet Compartment	0	Spectrum	-
10 26 23.11	Decorative Protection Panels			w/ Millwork	0	Abilene Millwo	-
10 28 13	Toilet Accessories			w/ Toilet Compartment	0	Spectrum	-
10 44 13	Fire Protection Cabinets			w/ Toilet Compartment	0	Spectrum	-
10 44 16	Fire Extinguishers			w/ Toilet Compartment	0	Spectrum	-
10 95 00	Miscellaneous Specialties			w/ Toilet Compartment	0	Spectrum	-
	Specialties Install			19,000	19,000	Teinert	0.61
	Seld Circ Lockers			36,152	36,152	TechLogic	1.17
					0		-
10 51 00	Plastic Lockers			23,691	23,691	Spectrum	0.77
					0		-
10 22 39	Folding Panel Partitions			35,350	35,350	Chatham Wort	1.14
					0		-
11 66 23	Gymnasium Equipment			116,534	116,534	GOAT	3.77
11 66 43	Scoreboard			w/ Gym Equip	0	GOAT	-

Exhibit A - GMP Summary

12 66 00	Telescoping Stands			w/ Gym Equip	0	GOAT	-
					0		-
12 24 13	Roller Window Shades			8,070	8,070	Budget Blinds	0.26
					0		-
21 00 00	Fire Suppression System			66,950	66,950	Recon	2.17
21 13 13	Wet-Pipe Sprinkler Systems			w/ Suppression	0	Recon	-
					0		-
22 00 00	Plumbing			w/ HVAC	0	Batjer	-
					0		-
23 00 00	HVAC			1,388,685	1,388,685	Batjer	44.93
					0		-
26 00 00	Electrical			697,770	697,770	Lone Star	22.58
					0		-
27 00 00	Data Communications Cabling			336,777	336,777	Elite Solutions	10.90
					0		-
28 00 00	Fire Alarm System			w/ Electrical	0	Lone Star	-
28 35 00	Emergency Radio Communication Enhancement Systems			47,344	47,344	Techzan	
					0		-
	Labor Crew			100,188	100,188		3.24
					0		-
	SUBTOTAL	0	0	11,013,004	11,013,004		356.32

SUBTOTAL				11,013,004		-
Sales Tax on Materials	EXEMPT			0		-
Builder's Risk Insurance*	0.025%			38,546		-
General Liability Insurance	0.660%			72,686		-
				0		
				0		
SUBTOTAL				11,124,236		
Fee	1.900%			211,360		-
P&P Bond				97,407		
TOTAL GMP + ALT 1, 2 & 3				11,433,004		369.90

*Builder's Risk Policy Covers Value of GMP only, does not cover existing facility.



Abilene Rec Centers - Cesar Chavez

Date: 12/11/2024
Bid Date: 12/5/2024

Bldg. Area: 30,908 sf
Schedule: 14.0 mo

Phase	Description	Labor	Material	Sub	Total	Sub/Supplier	\$/sqft
GENERAL CONDITIONS					0		-
	General Conditions & Supervision			777,910	777,910		25.17
	Building Permit			By Owner	0		-
	Owner Contingency Allowance			500,000	500,000		16.18
	CM Contingency Allowance			300,000	300,000		9.71
	Signage Allowance			60,000	60,000		1.94
	Commissioning Allowance			20,000	20,000		0.65
	Materials Testing Allowance			20,000	20,000		0.65
					0		-
COST OF WORK					0		-
	Professional Surveying Services			28,000	28,000	COW	0.91
	Document Reproduction & Signage			15,000	15,000	COW	0.49
	Hoisting & Material Transport			156,000	156,000	COW	5.05
	Temporary Barricades & Traffic Control			30,000	30,000	COW	0.97
	Temporary Protection & Storage			50,000	50,000	COW	1.62
	Site Remediation & Dewatering			20,300	20,300	COW	0.66
	Rough Clean & Crew			126,112	126,112	COW	4.08
	Final Clean			25,000	25,000	COW	0.81
					0		-
SUBCONTRACT WORK					0		-
	SWPPP Notice			1,834	1,834	ProSwppp	0.06
	SWPPP			40,600	40,600	Teinert	1.31
					0		-
	Termite Control			3,400	3,400	Texoma	0.11
					0		-
02 41 13	Selective Site Demolition			w/ Earthwork	0	Raydon	-
02 41 19	Selective Demolition			w/ Earthwork	0	Raydon	-
					0		-
31 23 00	Excavation and Fill			494,183	494,183	Raydon	15.99
31 23 00.10	Excavation and Fill for Utilities			w/ Earthwork	0	Raydon	-
31 31 16	Soil Treatment			w/ Earthwork	0	Raydon	-
					0		-
33 05 00	Common Work Results for Utilities			140,750	140,750	Finco	4.55
33 05 13	Manholes and Structures			w/ Utilities	0	Finco	-
33 12 00	Water Utility Distribution Equipment			w/ Utilities	0	Finco	-
33 13 00	Disinfection of Water Utility Distribution			w/ Utilities	0	Finco	-
33 31 00.10	Sanitary and Storm Utility Sewerage Piping			w/ Utilities	0	Finco	-
					0		-
32 11 50	Flexible Base Course			w/ Earthwork	0	Raydon	-
32 12 16	Asphalt Paving			w/ Earthwork	0	Raydon	-
32 13 13	Concrete Paving			w/ Earthwork	0	Raydon	-
32 13 73	Concrete Paving Joint Sealants			w/ Earthwork	0	Raydon	-
32 17 23	Pavement Markings			w/ Earthwork	0	Raydon	-
					0		-
03 10 00	Concrete Forming and Accessories			w/ CIP	0	Bontke	-
03 20 00	Concrete Reinforcing			w/ CIP	0	Bontke	-
03 30 00	Cast-In-Place Concrete			563,177	563,177	Bontke	18.22
					0		-
32 84 00	Planting Irrigation			103,395	103,395	Masterscapes	3.35
32 91 15	Soil Preparation			w/ Irrigation	0	Masterscapes	-
32 92 00	Turf and Grasses			w/ Irrigation	0	Masterscapes	-
32 93 00	Plants			w/ Irrigation	0	Masterscapes	-
					0		-
	Fencing			6,800	6,800	CJ Fence	0.22
					0		-
04 43 13.13	Anchored Stone Masonry Veneer			166,550	166,550	Kelley	5.39
					0		-
05 12 00	Structural Steel Framing			846,962	846,962	C&F Steel & RH	27.40
05 21 00	Steel Joist Framing			w/ Structural	0	C&F Steel & RH	-
05 31 00	Steel Decking			w/ Structural	0	C&F Steel & RH	-
05 50 00	Metal Fabrications			w/ Structural	0	C&F Steel & RH	-
	Aluminum Handrails			38,727	38,727	Fairway	1.25

	Misc. Metals			139,485	139,485	Teinert	4.51
					0		-
06 10 53	Miscellaneous Carpentry			182,403	182,403	Teinert	5.90
06 41 16	PLAM Cabinets			180,288	180,288	Abilene Millwork	5.83
12 36 61.19	Quartz Agglomerate Countertops			115,580	115,580	Texas T	3.74
06 61 00	Rigid Sheet Wall Protection			w/ PLAM	0	Abilene Millwork	-
06 83 00	Composite Paneling			w/ PLAM	0	Abilene Millwork	-
	Wire Shelving			2,984	2,984	Double First	-
					0		-
07 21 00	Thermal Insulation			56,410	56,410	GDA	1.83
07 27 26	Fluid- Applied Membrane Air Barriers			w/ Drywall	0	Harris	-
					0		-
07 42 13.13	Formed Metal Wall Panels			377,500	377,500	EMCO	12.21
					0		-
07 52 16	Styrene-Butadiene-Stryene(SBS) Modified Bituminous Membrane Roofing			459,734	459,734	Lydick Hooks	14.87
07 62 00	Sheet Metal Flashing and Trim			w/ Roofing	0	Lydick Hooks	-
07 72 00	Roof Accessories			w/ Roofing	0	Lydick Hooks	-
					0		-
07 92 00	Joint Sealants			89,902	89,902	Teinert	2.91
	Firestopping			53,698	53,698	Teinert	1.74
					0		-
08 12 13	Hollow Metal Doors and Frames			89,600	89,600	WBS	2.90
08 14 23.16	PLAM Faced Wood Doors			w/ HM Doors	0	WBS	-
08 71 00	Door Hardware			w/ HM Doors	0	WBS	-
					0		-
	Door, Frame, and Hardware Install			58,800	58,800	Teinert	-
					0		-
08 41 13	Aluminum-Framed Entrances and Storefronts			470,000	470,000	AGM	15.21
08 51 13	Aluminum Windows			w/ Storefront	0	AGM	-
08 80 00	Glazing			w/ Storefront	0	AGM	-
08 87 00	Decorative Window Film			w/ Signage Allowance	0	ALLOWANCE	-
					0		-
05 40 00	Cold Form Metal Framing			1,098,435	1,098,435	Harris	35.54
06 16 00	Sheathing			w/ Framing	0	Harris	-
09 22 16	Non-Structural Metal Framing			w/ Framing	0	Harris	-
09 29 00	Gypsum Board			w/ Framing	0	Harris	-
09 51 23	Acoustical Tile Ceilings			w/ Framing	0	Harris	-
09 54 26	Acoustical Ceiling and Wall Baffles			w/ Framing	0	Harris	-
09 84 00	Acoustical Ceiling and Wall Panels			w/ Framing	0	Harris	-
					0		-
09 30 13	Ceramic Tiling			319,190	319,190	Whiteco/Callaw	10.33
09 51 13	Resilient Base and Accessories			w/ Tile	0	Whiteco/Callaw	-
09 65 19	Resilient Tile Flooring			w/ Tile	0	Whiteco/Callaw	-
09 68 13	Tile Carpeting			w/ Tile	0	Whiteco/Callaw	-
					0		-
09 65 66	Indoor Resilient Athletic Surfacing			w/ Tile	0	Whiteco/Callaways	-
					0		-
09 91 00	Painting			167,546	167,546	J&H	5.42
					0		-
10 21 13.19	Plastic Toilet Compartments			57,773	57,773	Spectrum	1.87
10 26 00	Wall and Door Protection			w/ Toilet Compartment	0	Spectrum	-
10 26 23.11	Decorative Protection Panels			w/ Millwork	0	Abilene Millwork	-
10 28 13	Toilet Accessories			w/ Toilet Compartment	0	Spectrum	-
10 44 13	Fire Protection Cabinets			w/ Toilet Compartment	0	Spectrum	-
10 44 16	Fire Extinguishers			w/ Toilet Compartment	0	Spectrum	-
10 95 00	Miscellaneous Specialties			w/ Toilet Compartment	0	Spectrum	-
	Specialties Install			19,000	19,000	Teinert	0.61
	Seld Circ Lockers			36,152	36,152	TechLogic	1.17
					0		-
10 51 00	Plastic Lockers			23,691	23,691	Spectrum	0.77
					0		-
10 22 39	Folding Panel Partitions			35,350	35,350	Chatham Worth	1.14
					0		-
11 66 23	Gymnasium Equipment			116,534	116,534	GOAT	3.77
11 66 43	Scoreboard			w/ Gym Equip	0	GOAT	-
12 66 00	Telescoping Stands			w/ Gym Equip	0	GOAT	-
					0		-
12 24 13	Roller Window Shades			8,070	8,070	Budget Blinds	0.26
					0		-
21 00 00	Fire Suppression System			66,950	66,950	Recon	2.17
21 13 13	Wet-Pipe Sprinkler Systems			w/ Suppression	0	Recon	-
					0		-

22 00 00	Plumbing			w/ HVAC	0	Batjer	-
					0		-
23 00 00	HVAC			1,388,685	1,388,685	Batjer	44.93
					0		-
26 00 00	Electrical			709,660	709,660	Lone Star	22.96
					0		-
27 00 00	Data Communications Cabling			336,777	336,777	Elite Solutions	10.90
					0		-
28 00 00	Fire Alarm System			w/ Electrical	0	Lone Star	-
28 35 00	Emergency Radio Communication Enhancement Systems			47,344	47,344	Techzan	-
					0		-
	Labor Crew			100,188	100,188		3.24
					0		-
	SUBTOTAL	0	0	11,342,428	11,342,428		366.97
	SUBTOTAL				11,342,428		-
	Sales Tax on Materials	EXEMPT			0		-
	Builder's Risk Insurance*	0.025%			39,698		-
	General Liability Insurance	0.660%			74,860		-
					0		-
					0		-
	SUBTOTAL				11,456,987		-
	Fee	1.900%			217,683		-
	P&P Bond				100,021		-
	TOTAL GMP				11,774,691		380.96

*Builder's Risk Policy Covers Value of GMP only, does not cover existing facility.

Front Entrance



Lobby



Corridor



Gym



Parkhill

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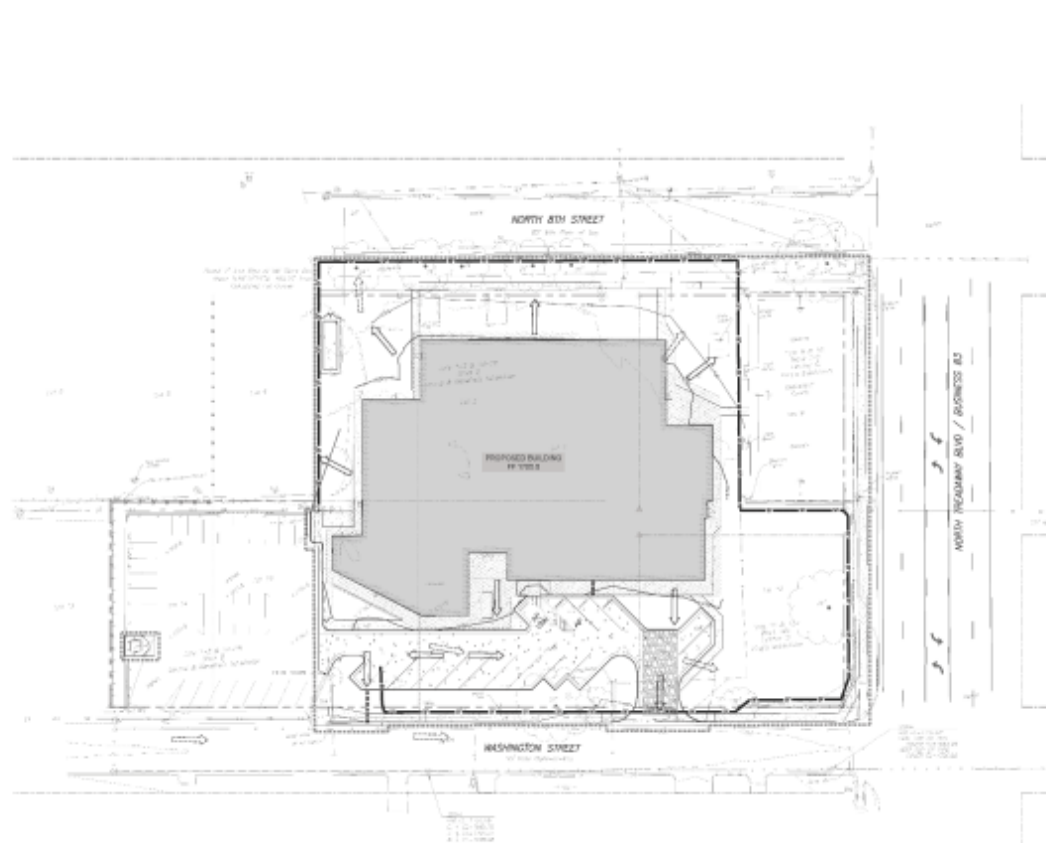
Abilene Recreation Center



- WELCOME
- ADMINISTRATION
- LIBRARY
- ADULT REC CENTER FUNCTIONS
- YOUTH REC CENTER FUNCTIONS
- SUPPORT

000000
City of Medicine, Health and
Recreation
575 North
JFK Fldg 12th Fl. RM. 12-1901
Civic Center
2225 Avenue P. St. St. Paul, MN 55102
0000000000
1/1/01 12
0000000000

G.V Daniels Site Plan



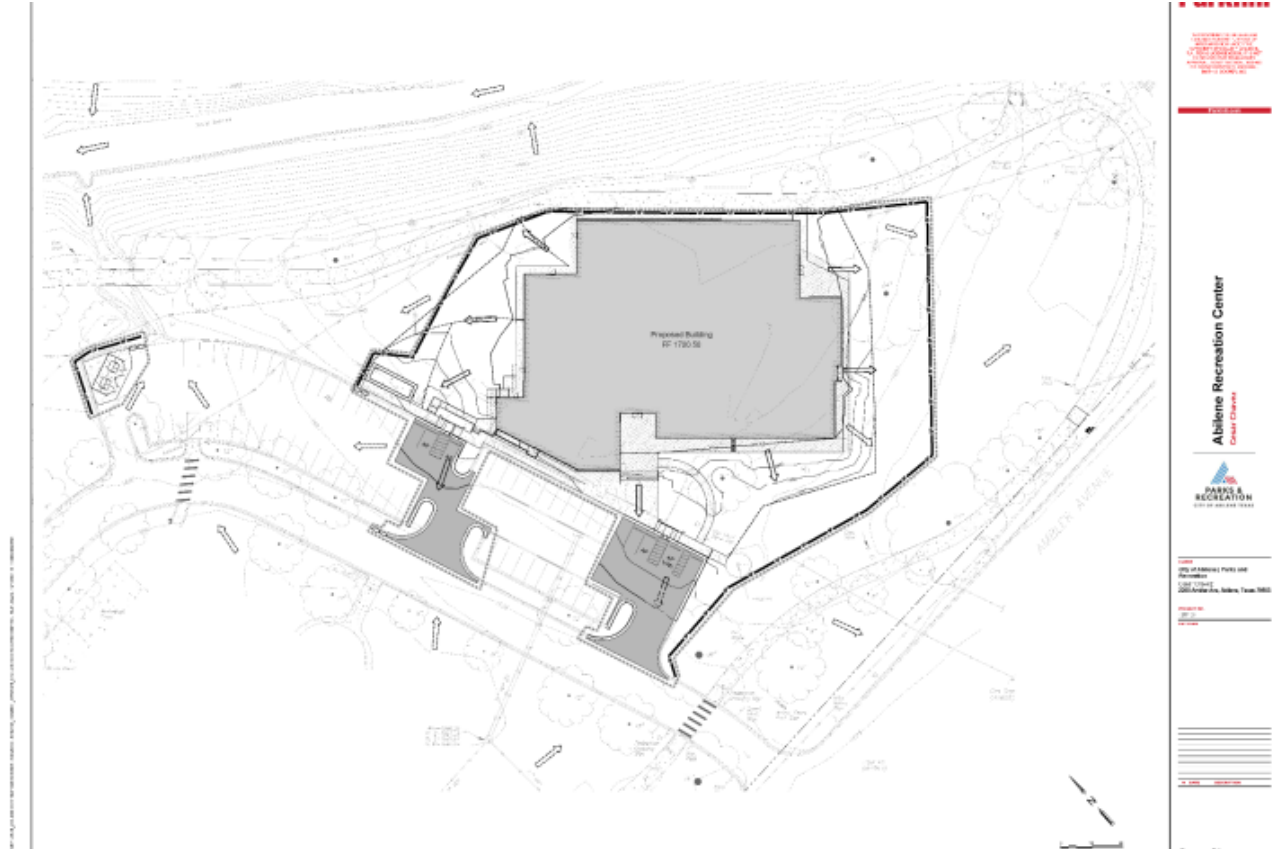
THE CITY OF ABILENE, TEXAS
PLANNING DEPARTMENT
1001 N. 8TH STREET, SUITE 100
ABILENE, TEXAS 79610
TEL: 325-696-1234
WWW.ABILENE-TEXAS.GOV

Abilene Recreation Center
G.V. Daniels



DATE: 01/11/2024
BY: J. GARCIA
CITY OF ABILENE, TEXAS
PLANNING DEPARTMENT
1001 N. 8TH STREET, SUITE 100
ABILENE, TEXAS 79610
TEL: 325-696-1234
WWW.ABILENE-TEXAS.GOV

Cesar Chavez Site Plan



Guaranteed Maximum Price for Construction of Cesar Chavez and G.V. Daniels Rec Centers





General Information:

- The City of Abilene approved an Agreement with a Construction Manager at-Risk (Teinert Construction) for the G.V. Daniels and Cesar Chavez Recreation Centers on June 13, 2024.
- Teinert Construction has received bids for the project components.
- Based upon the bids, Teinert Construction has determined a Guaranteed Maximum Price of \$23,207,695 for the Work.
- The base bid came in within budget.
- Approval for the GMP allows the City of Abilene to send a Notice to Proceed to Teinert Construction so that construction of the Project may begin.



Parkhill





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 12. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Special Events Permit Policy (Lesli Andrews)

GENERAL INFORMATION

The Special Events Permitting Division is located in the Parks and Recreation Department and managed by the Parks and Recreation Office. This creates one location where citizens and organizations can access the Special Event Application, make payments, and access all City of Abilene resources needed to support an event. Multiple items will need to be approved by the City Council including the Special Event Permit Policy, Special Event Ordinance, and update the Fee Schedule.

Special Events Office established in 2022. Since November of 2022 more than 100 event permits have been issued. After two years of operation, the Special Event Policy is in need of updates to expand and enhance the service to patrons.

Three key areas include:

- A Special Event Permit may be required for events taking place on property not owned, managed or operated by the City. The determination shall be made based on the number of expected attendees, permit-required components of the event, and the potential impact on surrounding residents, businesses, and traffic.
- Establishing a category for Fireworks/Pyrotechnics/Specialized Equipment
- Establishing the permanent staging area and parade route

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff recommends approval of the Special Events Permit Policy.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 24_12_19 Resolution Special Event Policy
2. 22_9_15 CURRENT SPECIAL EVENT PERMIT POLICY
3. 24_12_19 UPDATED (24_12_17) PROPOSED Special Events Policy
4. 24_12_19 Presentation Special Events Permit Policy

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
APPROVING THE SPECIAL EVENT PERMIT POLICY**

WHEREAS, the City of Abilene approves special events that occur on public property in Abilene; and

WHEREAS, the City of Abilene desires to have a permit policy that defines the types, locations, deadlines, requirements and fees; and

WHEREAS, the Special Event Permit Policy will be utilized in accordance with the Special Event Permit Ordinance.

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

Part 1: That the City Council approves the Special Event Permit Policy, and authorizes the City Manager, or his designee, to administer and enforce the Special Event Permit Policy

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

ADOPTED this 19th day of December 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

SPECIAL EVENT PERMIT POLICY

Applicability

This policy shall apply to all parades and special events that utilize city right-of-way. The City reserves the right to categorize events.

Funeral processions are not governed by this policy. Please contact the Abilene Police Department (APD) for information on funeral processions.

The reservation of City of Abilene Parks and Recreation facilities, Convention Center grounds, and the City Hall lawn is not governed by this policy. Any event utilizing or entering park property, Convention Center grounds or the City Hall lawn requires a Request To Use Parks Facilities application. Please contact the Parks & Recreation Department to make a reservation.

Single Day Local

Single Day Local Street events do not require the use of cones, barricades or other traffic control devices in traffic lanes and shall occur only on local streets. A Single Day Local event may also require police traffic control at designated intersections.

Single Day

Single Day events may require full or partial control or use of the street but are less than 10 continuous hours a calendar day in duration. Single Day events are restricted to local streets, including the Downtown Area. Except for processions, Single Day events shall not occur during the hours of 7:30am to 5:30pm Monday through Friday on North 1st, Pine, Cypress, Oak, or Chestnut Streets within the Downtown Area.

Multi-Day/Major Impact

Multi-Day events require full or partial control or use of the street and are either a multiple day event or a single day event with a community wide focus or major impact. Events utilizing fireworks shall be Multi-Day events. Except for processions, Multi-Day events may not occur on arterial streets and may not occur during the hours of 7:30am to 5:30pm on North 1st, Pine, Cypress, Oak, or Chestnut Streets within the Downtown Area.

Processions

A procession is a number of people or vehicles moving forward in the right-of-way in an organized fashion (parade, fun run, walk, etc.). Processions on a local street adjacent to residential areas do not require a permit when organized by residents. All other processions require a Single Day or Multi Day and paid police escort.

Downtown Parades

Downtown Parades are processions that follow the established downtown route as depicted in the route map maintained in the City Secretary's Office. Staging shall occur within the staging area in the South Downtown Area. Dates, times, duration and other parade elements are subject to review and approval as part of the permit process.

Application

Every event applicant must fully complete the event permit application.

Applications for the following events must be submitted before the following deadlines:

- Single Day Local event with no control over streets – no later than **Fourteen (14) days** prior to the event.
- Single Day event requiring control over local streets - no later than **Thirty (30) days** prior to event.
- Multi-Day and Procession event –no later than **Sixty (60) days** prior to the event.
- Parade – no later than **Sixty (60) days** prior to the event.

Applications will be reviewed by departments including, but not limited to: APD, Traffic, AFD Fire Marshall, Public Works, Traffic & Transportation Division, Risk, Legal, Parks and Recreation and Environmental Health. If necessary, the City shall set a time for a review meeting and **the applicant or event organizer shall have a representative in attendance.**

Permit Fee

- Please reference the City of Abilene Fee Schedule on record with the City Secretary.

Agreement for Street Closures and Parades

If an event requests to close a street or multiple streets, 100% of the businesses located in the street closure area must be notified prior to event approval. 51% of the businesses located in the street closure area must agree to the street closure by signing the form prior to event approval. See Attachment A. A copy of the notification and list of impacted businesses must be submitted with Attachment A.

Agreement and Insurance

Commercial public liability insurance naming the City of Abilene as an additional insured is required for Single Day, Multi-Day and Parades.

Approval for Single Day and Multi-Day events and Parades require full approval by the City of Abilene.

City Services

Unless the City co-sponsors an event through a formal written agreement, no city services will be donated as part of the issuance of a Special Event Permit. Certain city services may be available for a fee. Otherwise all required services will be the sole responsibility of the event organizer or responsible party, either through qualified volunteers or through privately contracted services. Event organizers shall coordinate security with APD. All required services shall be clearly identified and secured, and are subject to review by the Special Event Permitting Department.

Quick Reference Table

	Single Day Local	Single Day	Multi-Day	Downtown Parades	Outside of Downtown
Criteria	no control over the street; staff pre-approved route;	less than 10 hours in duration; requiring control of local streets;	multiple day event or major impact; requiring control of streets; fireworks	closed streets, approved route in the Downtown Area	any other private use upon any public street alley, sidewalk or public way
Application Available	Parks & Recreation Department	Parks & Recreation Department	Parks & Recreation Department	Parks & Recreation Department	Parks & Recreation Department
Application due before event	14 days	30 days	60 days	60 days	60 days
Applicant must attend review meeting	No	No	Yes	Yes	Yes
Agreement	Approved Application	Approved Application	Approved Application	Approved Application	Approved Application
Indemnity required	Yes	Yes	Yes	Yes	Yes
Insurance required	No	Yes	Yes	Yes	Yes
License fee	\$25.00	\$50.00	\$100.00	\$200.00	\$100.00
Coordinating City department	Parks and Recreation Department	Parks and Recreation Department	Parks and Recreation Department	Parks and Recreation Department	Parks and Recreation Department

ATTACHMENT A

NOTIFICATION OF STREET CLOSURE

NAME OF EVENT:_____

DATE OF EVENT:_____

STREET(S) TO BE CLOSED:_____

TIME OF EVENT:_____ TIME OF STREET CLOSURE:_____

BUSINESS NAME:_____PHONE #:_____

ADDRESS:_____APPROVE: YES_____NO_____

SIGNATURE:_____PRINT NAME:_____

BUSINESS NAME:_____PHONE #:_____

ADDRESS:_____APPROVE: YES_____NO_____

SIGNATURE:_____PRINT NAME:_____

BUSINESS NAME:_____PHONE #:_____

ADDRESS:_____APPROVE: YES_____NO_____

SIGNATURE:_____PRINT NAME:_____

BUSINESS NAME:_____PHONE #:_____

ADDRESS:_____APPROVE: YES_____NO_____

SIGNATURE:_____PRINT NAME:_____

BUSINESS NAME:_____PHONE #:_____

ADDRESS:_____APPROVE: YES_____NO_____

SIGNATURE:_____PRINT NAME:_____

BUSINESS NAME: _____ PHONE #: _____

ADDRESS: _____ APPROVE: YES _____ NO _____

SIGNATURE: _____ PRINT NAME: _____

BUSINESS NAME: _____ PHONE #: _____

ADDRESS: _____ APPROVE: YES _____ NO _____

SIGNATURE: _____ PRINT NAME: _____

BUSINESS NAME: _____ PHONE #: _____

ADDRESS: _____ APPROVE: YES _____ NO _____

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BUSINESS NAME: _____ PHONE #: _____

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SIGNATURE: _____ PRINT NAME: _____

BUSINESS NAME: _____ PHONE #: _____

ADDRESS: _____ APPROVE: YES _____ NO _____

SIGNATURE: _____ PRINT NAME: _____

BUSINESS NAME: _____ PHONE #: _____

ADDRESS: _____ APPROVE: YES _____ NO _____

SIGNATURE: _____ PRINT NAME: _____



Special Events Policy and Procedures



**Adopted
December 19, 2024**

City of Abilene Special Events Policy and Procedures

GENERAL POLICY STATEMENT

The City of Abilene (City) encourages its citizens and businesses to participate in and produce special events that enhance the quality of life, provide entertainment and other leisure activities, promote local economic health, attract visitors and contribute to the dynamic atmosphere of the community. To facilitate these events, the City has established orders, policies and procedures to ensure the success of such events by providing a system for advanced planning, standard information and basic ground rules that allow special event organizers, sponsors and facility users to achieve their mutual goals, while minimizing the impact of the event on the community.

It is the purpose of this policy and related procedures to regulate special events held in the City so that such events can occur with the safety and health of the participants in mind, the protection of public property considered and the impact on non-participating residents minimized. The City Manager or designee has the right to waive certain submittal requirements if the facility has pre-approved permits and emergency plans on file and in place.

The City recognizes that approval from other entities may be required to complete the City of Abilene Special Event approval process. It is the responsibility of the event organizer to ensure that all applicable rules are followed, and all necessary authorizations are obtained.

FACILITY USE AND PERMIT INFORMATION

The City of Abilene's Parks and Recreation Department is responsible for distributing, receiving, and processing all applications for special events and for coordinating review of applications by appropriate City Departments. The Parks and Recreation Department (Special Events Division) is located at; 633 Walnut, Abilene, Texas 79601. The hours of operation are 8:00 a.m. to 5:00 p.m. Monday through Friday. For additional information, please call 325-676-6217.

The City of Abilene's Parks and Recreation Department is also responsible for distributing, receiving, and processing all facility reservations for the use of City-owned athletic fields, park pavilions, outdoor courts, splash pads, recreation centers, activity buildings, and parks. Reservations at these facilities for the purposes of conducting anything other than a special event do not require a Special Event Permit. Facility use and rental requests can be made online at www.abilenetx.gov, or in person at 633 Walnut.

The Special Event Application approval process does not necessarily or automatically reserve facilities. Park areas that are impacted by the event will require a facility reservation so as not to further impact a **park patron**. A facility reservation and/or Special Event Permit **does not provide exclusive use** of the entire park and/or facility. The general area of the park, pathway and/or facility must remain open to the public. Access to the general public may not be restricted at any time, regardless of whether or not the event is gated and/or charging admission unless further approvals are granted including a host venue sponsorship agreement. Except for Festival Gardens rentals, rental of the Festival Gardens allows for a private/gated event.

DEFINITIONS

“Application Fee”

The fee for any Special Event Application is \$100.00, as approved by the City Council. No application for a permit will be processed until the required application fee and permitting fees are paid. The application fee is nonrefundable, shall not be prorated and is a separate fee from any permit fees.

“Business Day”

Any calendar day except Saturday, Sunday or any City of Abilene holiday.

“Commercial Event”

A Commercial Event is a special event held by for-profit organizations which is open to public participation (fee or free) and may include, but is not limited to, a fair, festival, exhibition, carnival centered around music, art, culture, food, car/truck/vehicle, etc. These events require an approved Special Event Application. A donation to a non-profit does not constitute the event being a non-commercial event.

“Float”

One or more vehicles with or without a trailer within the parade procession.

“General Event”

Private events, ceremonies, social gatherings, and parties that are not otherwise defined herein, and where parking can be accommodated onsite for the total number of attendees.

“Local Streets”

A type of thoroughfare: arterial, collector, minor arterial, or an expressway that is primarily used within the city limits. Street closures are not authorized on arterial streets.

“Parade”

When one or more street closures are required, a concerted walk, column, march, procession of any kind, or similar display consisting of twenty-five (25) or more individuals, or five (5) or more floats, moving together in or upon any public roadway, sidewalk, or other public property in a place within the regulatory jurisdiction of the City.

“Procession”

When a street closure is not required, a concerted walk, column, march of any kind, or similar display consisting of twenty-five (25) or more individuals moving together in or upon any public roadway, or other public property in a place within the regulatory jurisdiction of the City.

“Public Property”

Any property held for public use by any department or branch of government, federal, state, county, school or municipal.

“Special Event”

A special event is a nonroutine pre-planned activity that brings a group of people together for a specific purpose, usually for a limited time. Special events can be held on public or private property and can include but not limited to a variety of activities such as concerts, parades, festivals, carnivals, fundraisers, rally, races, and walks/runs.

“Special Event Application”

The initial step in the special event permitting process. The application is a form to present event intentions and requests for review.

“Special Event Permit”

Final signed permit authorizing event as detailed.

“Special Event Permitting Office”

The office of the City of Abilene responsible, under the Special Event Permit Policy, for accepting and processing applications for a Special Events Permit.

“Support Services”

Resources, such as security, fire/EMS Services, waste management, or street services, may be required to support a special event. City services may be available at a fee but all services are the responsibility of the Applicant.

“Tournament”

A tournament is a pre-planned temporary series of games or contests involving use of a City sports complex or field(s). Such tournaments are customarily held for purposes of competitions aimed at drawing crowds that may impact surrounding neighborhoods, traffic flow or the community as a whole.

SPECIAL EVENT PERMIT PROCESS

The City of Abilene provides a wide variety of facilities for special events and general leisure time use. When planning a special event, a Special Event Application must be submitted. The City will determine the review and approval process and the level of involvement or support service provision, if any, that the event requires.

Once the application is received, City staff will guide the Applicant through the process for approval and requirements to receive a Special Event Permit, if warranted. A Special Event Permit may or may not be required for events taking place on property not owned, managed or operated by the City. This determination shall be made based on the number of expected attendees, permit-required components of the events, and the potential impact on surrounding residents, businesses, and traffic.

While all special events require the same application, the application review and approval period and required permit(s) may vary depending on the type and location. No events should be publicized until the Applicant has received all necessary permits and approvals from the City and, if necessary, any additional permitting agencies. Permits and approvals for events, facility use or support services are issued on a first-come, first-served basis.

- ✓ **STEP 1:** Submit a Special Event Application.
- ✓ **STEP 2:** The Special Event Permitting Office will review and determine the level of involvement or support service provisions, if any, that the event requires. A tentative permit/deposit payment will be made to hold the facility during the review period, if applicable.
- ✓ **STEP 3:** Notification of status or conditional status to include all applicable requirements needed.
 - **Fees:** Upon conditional approval, full payment is due.
 - **Required Documentation:** All applicable documentation including, but not limited to, approved traffic control plan, site plan/map, parking plan, trash plan, public notification plan and public safety plan must be submitted **14 days prior** to the event date.

- **Insurance Requirements:** All applicable insurance or Texas Alcoholic Beverage Commission documentation must be submitted **seven (7) days prior** to the event date.

✓ **SPECIAL EVENT PERMIT:** If all documentation is received and approved as required, a final Special Event Permit will be issued, and any other provisions that may be needed will be communicated to the event organizer.

- All permits issued through this process shall expire at the termination of the permitted event.
- No permit issued shall be transferred or assigned.

CRITERIA FOR APPROVAL/DISAPPROVAL

In issuing a permit for a special event, the City of Abilene considers whether:

- The event is reasonably likely to cause injury to persons or property, create a disturbance, cause disorderly conduct or encourage or result in violation of the law, or community standards;
- The event will unreasonably and substantially interrupt the safe and orderly movement of pedestrians and vehicular traffic in the area;
- The proposed location is adequate for the size and nature of the event;
- The event does not unreasonably interfere with the intended use of the area;
- The Applicant's information was accurate and truthful;
- The Applicant's apparent ability to execute the event;
- The Applicant's apparent ability to obtain the appropriate insurance (if applicable);
- The event unreasonably conflicts with other scheduled special events in the community;
- Approvals by other governing agencies (i.e. County); and
- All permit requirements and deadlines have been met.

REQUIRED APPROVALS, DENIAL, AND APPEAL PROCESS

Applications for special events must be reviewed and approved by all appropriate Departments including, but not limited to: Abilene Fire Department, Abilene Police Department, Event Permit Administrator, Public Works, Traffic & Transportation Division, Risk, Legal, Parks & Recreation, and Environmental Health. If needed, the City will establish a review meeting, and **the Applicant or event organizer shall have a representative in attendance.**

Agreement for Street Closures: If an event requests to close a street or multiple streets, 100% of the businesses located in the street closure area must be notified prior to event approval. 51% of the businesses located in the street closure area must agree to street closure by signing an approval form prior to event approval. The organizer will create an event notification letter to provide the impacted businesses that are unable to sign the Attachment A form and to submit to the Special Events Permitting Office.

An application for a special event permit may be denied to a person for the following reasons:

- An investigation reveals that the applicant falsified information on the application.
- An official has determined that the health, safety or welfare of the citizens would be impaired by allowing the special event to occur as requested.
- An application is incomplete or submitted after the application due date.

In the event that an application is denied, the Applicant may file an appeal with the City Manager within five (5) business days from the date of denial. This appeal shall contain a written statement setting forth the grounds for the appeal. The City Manager shall issue a written decision to the appeal within five (5) business days of the receipt of the appeal. The decision of the City Manager shall be final and may not be appealed further.

Approval of the event by any other entity does not imply approval by the City of Abilene. The City's approval of a special event and/or issuance of a special event permit does not grant or authorize use of the City's trademark, brand or domain name. No permit issued shall be transferred or assigned. All permits issued shall expire at the termination of the permitted event.

DEADLINES

Applications should be submitted at a minimum within the timeframes specified for the types of events proposed. Reservations are subject to availability and applicable reservation timeframes and guidelines described below. The City of Abilene City Manager may waive the submission deadline in extreme cases of unforeseen events.

REVOCATION

Issued permits may be revoked for any of the following causes:

- Fraud, misrepresentation or false statement contained in the permit application.
- Fraud, misrepresentation of false statement made in the course of carrying out the permitted event.
- The Applicant refuses to comply with the terms of the permit.
- The Applicant refuses to pay or has delinquent fees.
- The Applicant has not provided proof of insurance, if required.

Notice of revocation of a permit shall be given verbally or in writing and state the grounds of the revocation. The Applicant shall immediately surrender their permit and immediately cease the special event.

DOWNTOWN PARADES

Application Deadline: 60 DAYS PRIOR TO THE EVENT

Parades are required to follow the established downtown route as depicted in the route map maintained in the Special Events Office. Except for processions, Multi-Day Events shall not occur during the hours of 7:30 am to 5:30 pm, Monday thru Friday, on North 1st, Pine, Cypress, Oak, or Chestnut Streets within the Downtown Area. Staging shall occur within the staging area(s) in the South Downtown Area. Parades shall not exceed the limit of 135 floats. No parade shall exceed a 90 minute duration. Parade floats shall not exceed twelve feet (12') in height, and shall not exceed fifty feet (50') of occupied space within the parade procession.

Items shall not be thrown from parade floats by parade participants. An itemized list of each group representing a float shall be submitted to the special events office no later than seven (7) days prior to the parade. Dates, times, duration, and other parade elements are subject to review and approval as part of the permit process. All parades shall abide by the City of Abilene [parade ordinance](#). All parades are considered events with street closures.

- Applicant may be required to attend review meeting
- Insurance is required

- Fee: \$200.00

OUTSIDE OF DOWNTOWN EVENT

Application Deadline: 60 DAYS PRIOR TO THE EVENT

Any other private use upon any public street, alley, sidewalk, or public way.

- Applicant may be required to attend a review meeting
- Insurance is required
- Fee: \$100.00

SINGLE DAY/SINGLE DAY LOCAL EVENT

Application Deadline: 14 DAYS PRIOR TO EVENT IF NO STREET CLOSURES

Application Deadline: 30 DAYS PRIOR TO EVENT IF STREET CLOSURES ARE REQUESTED

Single Day Event: Do not require the use of cones, barricades or other traffic control devices in traffic lanes, and shall occur only on sidewalks or other public walkways. These events may require police traffic control at designated intersections.

- Applicant is not required to attend a review meeting
- Insurance is not required
- Fee: \$25.00

Single Day Local Street Event: May require full or partial control or use of the street but are less than ten (10) continuous hours a calendar day in duration. These events are restricted to local streets, including the Downtown Area. Except for processions, Single Day Events shall not occur during the hours of 7:30 am to 5:30 pm, Monday thru Friday, on North 1st, Pine, Cypress, Oak, or Chestnut Streets within the Downtown Area.

- Applicant is not required to attend a review meeting
- Insurance is required
- Fee: \$50.00

MULTI-DAY/MAJOR IMPACT EVENT

Application Deadline: 60 DAYS PRIOR TO THE EVENT

Events that require full or partial control or use of the street and are either a multiple day event or a single day event with a community-wide focus or major impact. Except for processions, Multi-Day Events shall not occur during the hours of 7:30 am to 5:30 pm, Monday thru Friday, on North 1st, Pine, Cypress, Oak, or Chestnut Streets within the Downtown Area.

- Applicant is required to attend a review meeting
- Insurance is required
- Fee: \$100.00

FIREWORKS/PYROTECHNICS/SPECIALIZED EQUIPMENT EVENT

Application Deadline: 60 DAYS PRIOR TO THE EVENT

Example: 4th of July, Outdoor Concert, Drone Show, etc...

Events posing a special hazard to the general public and property due to the nature of the equipment involved. Specialized equipment includes but is not limited to drones, model aircraft, etc. These events may require outside review prior to approval.

- Applicant is required to attend a review meeting
- Insurance is required
- Fee: \$300.00

PROCESSIONS AND GENERAL EVENTS

Example: March, Organized Run/Walk, etc...

Procession: When a street closure is not required, a concerted walk, column, march, procession of any kind, or similar display consisting of twenty-five (25) or more individuals moving together in or upon any public roadway, or other public property in a place within the regulatory jurisdiction of the City. Processions are considered events without street closures. Processions require a Single Day or Multi-Day Permit and paid police traffic services, excluding funeral processions, university, college, secondary and primary school events when supervised by the school, neighborhood parades or neighborhood processions on residential streets.

General Events: Private events, ceremonies, social gatherings, and parties that do not meet any of the above-mentioned criteria and facilities where parking can be accommodated onsite for the total number of attendees may not require a Special Event Permit. A facility reservation may be required.

FEES

City of Abilene Ordinance Sec. 26-164 outlines the process for establishing permit fees. A refundable security/damage deposit is required to secure the facility for the special event/tournament, and reservation fees are due at least fourteen (14) days prior to the event. The City reserves the right to increase the amount of the refundable security/damage deposit, at its sole discretion, based on the size and scope of the event. The reservation fee includes the use of the facility and existing utilities. Special Event Permit fees are applicable for commercial and non-profit events.

Additional charges may be incurred by the Applicant if the facility or property used for the special event is damaged or not cleaned up including, but not limited to, physical damage, general trash from the event, vendor-related items, and/or sign/barricade and traffic control device removal. Additionally, fees will apply if hours for set up or tear down exceed hours reserved. A refund of the security/damage deposit will be processed upon review of the

facility/property by City staff at the conclusion of the event; no later than 15 business days following the last day of the event reservation. The Permit holder is responsible for all costs associated with the special event including but not limited to tents, tables, chairs, sound, trash removal, portable toilets, insurance, security, medical services/first-aid, advertising, etc.

CITY SERVICES

Unless the City co-sponsors an event through a formal written agreement, no city services will be donated as part of the issuance of a Special Event Permit. Certain City services may be available for a fee. Otherwise, all required services will be the sole responsibility of the event organizer or responsible party, either through qualified volunteers or through privately contracted services. Event organizers shall coordinate security with the Abilene Police Department. All required services shall be clearly identified and secured, and are subject to review by the Special Event Permitting Office.

SITE PLANS, RACE COURSE ROUTE AND PATHWAY MANAGEMENT

In order to understand the impact of the special event to the facility and the community, a detailed site set-up plan and/or route or race course map will be required as part of the application process. For walks that only utilize the pathway system, a staffing plan (or Traffic Plan) is also required to address all pathway/street intersections to ensure the safety of event participants and the movement of traffic. For walks, the plan would ensure the movement of vehicles is not delayed by the event.

PARKING, EVENT SET UP AND BREAKDOWN

Applicants are required to submit an adequate parking plan for the event and activities being proposed. If utilizing parking onsite at a City facility, the number of existing parking spots must accommodate the total number of attendees for the event as well as ADA accessible parking. If onsite parking is not sufficient, event organizers will be required to secure authorization for additional parking areas, this does not include parking along the right of way or parking along shoulders/ roadways. Additionally, the City will require written approval for offsite areas from property owners before the Special Event Permit is issued. Facility reservation hours must include hours for set up and breakdown. Permit holders are not authorized to access the facility for set up outside of reserved hours and must vacate the park or any other City property at the designated end time. Additional fees will apply if hours for set up or tear down exceed reservation.

TRAFFIC CONTROL

All proposed street closures must be included in the Special Event Application and be authorized by the police department. If your event involves street closures, you must obtain traffic/safety equipment for the safe closure of your venue and ensure proper detour and parking information is posted. Applicants must also plan for the systematic closure and reopening of the streets and other areas in which your event will take place. The traffic control plan will need to show the type of Manual for Traffic Control Devices (MUTCD) approved barricades to be used and advance signage that is applicable with the closure. Street closures will not be approved on Arterial Thoroughfare except for a Single Day Local Street Event or Multi-Day/Major Impact Event located within the Downtown Area. Other than processions, events shall not occur during the hours of 7:30 am to 5:30 pm, Monday thru Friday, on North 1st, Pine, Cypress, Oak, or Chestnut Streets in the Downtown Area.

PUBLIC SAFETY/SECURITY

Applicants are responsible for providing a safe and secure event. Event organizers must ensure adequate personnel are present to provide general security, manage crowds, maintain order, enforce local laws and ordinances, provide medical assistance, traffic control, etc. All costs associated with public safety are the responsibility of the permit holder. All Private Security must be approved by the Abilene Police Department. Events may be required to complete a Crowd Management Course to receive a Crowd Management Certificate. Two Crowd Managers are required for the first 1000 participants, 1 additional Crowd Manager will be required for each additional 1000 participants. Requirements are subject to change based on the type of event, activities being proposed, previous event history. Any event with over 5,000 anticipated participants must submit 3 different event organizers to contact for the safety of the participants and spectators.

Parade Organizers are responsible for submitting a parade lineup. The lineup will need to be in order based on the Staging Area required for the number of units in the Parade. Parade floats shall not exceed twelve feet (12') in height, and shall not exceed fifty feet (50') of occupied space within the parade procession. The lineup must include the name of the participant/organization's float in the order of the Parade line up. Each participant/organization must be listed in order to be approved to participate in the parade. This information is solely for the purpose of event safety during the event by the Fire Department, Emergency Management, and Abilene Police Department. The lineup will not be shared with the public.

COMMUNITY OUTREACH

If an event requests to close a street or multiple streets, a Community Outreach Plan is required. 100% of the businesses or residents located in the street closure area must be notified prior to event approval. 51% of the businesses or residents located in the street closure area must agree to the street closure by signing the form prior to event approval. A copy of the completed Notification Letter and Notification of Street Closure form must be submitted with the application. Notification Letters can be sent by postal mail, emailed, or hand delivered to impacted businesses/residents. Applicants are able to add the required documents during the permit application review process. The plan should identify and resolve, to the reasonable extent possible, any potential problems within and around the venue that may take place as a result of the proposed event. This Community Outreach Plan should, at a minimum, include a community point of contact, presentation of the proposed event plans to community group(s) for feedback and advisory recommendation(s) to the City, as well as notification materials developed specifically for entities that are directly affected by the event.

The Notification Letter must include but is not limited to; The City of Abilene Special Event Policy requires notification to be sent to each business within the street closure area, a response is required stating approval or denial. Notification responses will need to be submitted via email to Specialevents@abilenetx.gov. If a response is not received postmarked no later than 14 days prior to the event, it will be assumed that the impacted business/resident is in agreement with the street closures. Notices posted in the park shall be reviewed and approved by the Director of the Parks and Recreation Department. All costs incurred as part of the Community Outreach Plan are the responsibility of the event organizer or sponsor.

TRASH AND LITTER

Permit holders are responsible for providing clean-up during and following the event, including

all trash and litter removal. All permanent trash receptacles must be maintained during the event and left free of trash following the event. Organizers may be required to provide additional trash receptacles and dumpsters based on the event scope. A Street Sweeper will be required upon conclusion of all permitted parades. The applicant/permit holder is solely responsible for arranging the additional trash needs and all associated costs by inputting the waste management plan on the Special Event Application. If it becomes necessary for the City to clean up any given area, the permit holder will forfeit any deposit and may be billed for all costs of the clean-up. The City reserves the right to determine location for dumpster units.

RESTROOMS

Organizers of special events may be required to provide portable toilets or make arrangements for restroom facilities, at the event organizer's expense. Portable toilets must be removed immediately following the event, unless other arrangements have been made and approved by City staff. The public restrooms at any City facility typically must remain open to the general public during the special event. The City may require event organizers to provide a restroom porter service (on-site vendor stocking and cleaning periodically throughout the day) for existing restroom facilities based on the information provided by the Applicant. All costs for porter services will be the responsibility of the permit holder. The City reserves the right to determine location for portable restroom units.

SALE OF FOOD

Where food is prepared on-site and for sale, organizers are responsible for obtaining appropriate permits from the Abilene Taylor County Public Health District. A copy of the permit(s) will be required prior to the issuance of the Special Event Permit. Organizations with approved events that occur on Parkland must submit an approved vendor list. Vendors listed on the approved vendor list must complete the vendor permitting process through the Parks & Recreation Department in order to obtain a Vendor Permit and be approved to make a profit on parkland.

ALCOHOLIC BEVERAGES

If you propose to provide alcohol (sold or free) at your event, you will need to secure a permit from the Texas Alcoholic Beverage Commission (TABC). Alcohol sold or distributed on outdoor City public property or outdoor private property within a special event venue is limited to those persons 21 years and older. The TABC permit timeframe is required to cover the dates that alcohol is present on the premises if the premises is not permitted by TABC prior to the event. Sale or consumption of alcohol in a City Park is prohibited per [Ordinance Chapter 22 - Sec. 22-1](#). - Intoxicating Beverages Prohibited; Confiscation, unless it adheres to the allowance permitting outlined in the [ordinance subsection \(c\) and \(d\)](#). If alcohol associated with your event will be located on property managed by another public agency or on private property (e.g., a restaurant), use and distribution shall comply with the requirements of the respective entities. If alcoholic beverages are to be sold or consumed at the special event at an alcohol-allowed facility:

- Applicant will be required to acknowledge any prohibited areas for alcoholic beverages as outlined above.
- Liquor Liability Insurance coverage must be provided naming The City of Abilene as additional insured and included a Waiver of Subrogation for alcohol sales.
- Applicant will be required to provide Security.

INSURANCE

The Host Organization is responsible for providing a Certificate of Insurance and a separate additional Insured Endorsement reflecting Commercial General Liability insurance, Worker's Compensation insurance and Liquor Liability insurance (if applicable) for the Host Organization and, as applicable, the Primary Contact, Private Security Service Provider, Medical Service Provider, and other Service Providers if required by the Risk Management Department.

The insurance and endorsements shall specifically name the City, its officers, employees, volunteers, and agents as an additional insured and shall provide coverage for the entire duration of dates and times for which the Special Event Permit is in effect, including setup and dismantle dates. If the event includes the use of alcohol, whether or not it is distributed on City property, Liquor Liability Insurance shall also be required.

The certificate must:

- Name The City of Abilene as the "Certificate Holder" and "Additional Insured" – Other entities/location may also be required to be named;
- Contain a provision for ten (10) days prior written notice to the City of Abilene if the policy expires or is canceled or changed;
- Not have exclusions in the insurance coverage regarding publicly owned or leased property or City of Abilene operations or personnel, employees, licensees or agents; and
- Include a Waiver of Subrogation.

All costs associated with insurance are the responsibility of the event organizer. Subcontractors, vendors and others associated with the production of the special event may also be required to meet this condition including, but not limited to food/beverage vendors, activity vendors, caterers and/or event rental companies.

AMPLIFIED SOUND/NOISE

The City of Abilene has a noise ordinance which prohibits excessive noise. [Sec. 20-1. - Noise control generally](#); any unreasonable loud, disturbing, unnecessary noise which causes material distress, discomfort or injury to persons of ordinary sensibility in the immediate vicinity thereof is hereby declared to be unlawful and is hereby prohibited. Any noise of such character, intensity and continued duration which substantially interferes with the comfort and enjoyment of private homes by persons of ordinary sensibility is hereby declared to be unlawful and is hereby prohibited. The parent of any child and the guardian of any ward shall not authorize or knowingly permit any such child or ward to violate this section. Due to the nature of events and the fact that the majority of community facilities are built near, adjacent to or in close proximity to residential areas. It is the sole responsibility of the event organizer to familiarize themselves with these noise restrictions and ensure the event is in compliance.

SIGNS AND BANNERS

All signs and/or banners to be displayed prior to and during the event must be approved prior to issuance of the Special Event Permit. The applicant/permit holder is solely responsible for arranging a contractor for installment of the banner(s) and all associated costs. The banner requirements have been implemented on the Special Event Application. Signs must be removed immediately after the Special event. Banners may not be hung on or suspended from existing light pole structures.

FIREWORKS/PYROTECHICS/SPECIALIZED EQUIPMENT

Fireworks, pyrotechnics or any type of flame effects of any class, kind or type requires additional applications, reviews and conditions for approval. Fireworks are regulated by the State of Texas, and the Abilene Fire Department Fire Marshal's Office. Applicants must provide proof of approval and compliance with all requirements of such agencies at least 30 days prior to the event.

The operation of specialized equipment includes, but is not limited to, drones. While the FAA possesses the exclusive authority to enforce all aviation law, certain situations may also involve local or state authorities for the deterrence, detection, and investigation of unauthorized or illegal activity by drone operators. If your proposed event will involve UAS operations, the applicant must comply with all FAA rules and regulations. For the latest information, visit the FAA's UAS site at: <https://www.faa.gov/uas/>. Drones (UAS) shall be operated in accordance with Federal Aviation Regulations, including registering the activity through the Federal Aviation Administration's "B4UFly" website and using FAA-licensed photographers/videographers who are hired to record any event. Drones are not allowed in City of Abilene parks without special written permission. Specialized equipment not listed may require a review meeting.

CITY SERVICES AND EVENT ACCESS

All regularly scheduled city services will be provided during the normal work hours whenever possible. The City of Abilene does not have Special Event equipment, signs or supplies for loan or for rent. City staff will provide Applicants consultation as may be reasonably necessary to resolve problems, answer questions and facilitate review by outside agencies at no charge to the Applicant.

Please note that City staff and their respective contractors, shall have unrestricted access to the reserved facility or facilities at any time during the event (set up, tear down, event production) to execute the functions of their respective job or contract. City staff and contractors will be identifiable through a uniform or employee identification.

The City of Abilene City Manager (or designee) has the authority to cancel or stop an event, before or during the event, if the conditions required for approval of the event are not being met. In addition, the City Manager (or designee) and public safety officials have the authority to cancel or stop an event, or place additional restrictions on the event, if it is deemed that the public health, safety or welfare is being jeopardized and/or would be better served with additional restrictions or requirements.

SPECIAL RULES AND ADDITIONAL PROCEDURES

Special rules and additional procedures may be required that are unique to certain City of Abilene facilities. All rules and regulations contained within the [City of Abilene Ord. Chapter 22](#) and [Article IX](#), and may be amended from time to time, apply to special events. Most parks and pathway areas cannot be reserved or permitted for the exclusive use of one (1) group, and access to general park amenities by the general public may not be restricted at any time.

The City of Abilene reserves the right, at its sole discretion, to deny use of the facility or require the event to cease and organizer/attendees vacate the park in the event these policies are not adhered to.

POLITICAL ACTIVITY

Political events/activity, including but not limited to, candidate meet and greets, conducting voter registration, City of Abilene forums and/or rallies, are permitted with the following considerations:

- All park rules are followed per [City of Abilene Ord. Chapter 22](#).
- Political meetings/events are not permitted inside the City of Abilene meeting rooms (including Recreation Centers and Activity Buildings).
- The activity does not interfere with existing park reservations, maintenance and/or special events.
- The activity does not impede access to any areas within the facility or cause a disruption to park patrons and surrounding residents.
- Certain exceptions may apply as required by law and determined by the City of Abilene Legal Counsel.

OTHER CONSIDERATIONS AND APPROVALS

By submitting an application for a Special Event Permit, Applicants agree to follow local, state and federal Orders or Declarations and/or Centers for Disease Control and Prevention (CDC) and Public Health Agency guidelines on disease control and prevention when organizing events and gatherings. Guidelines for events and gatherings are available from various sources including, but not limited to, the CDC (www.cdc.gov) and the Department of Human Health Services (www.hhs.gov). The City of Abilene does not accept any responsibility or liability of the health and safety of the event Applicant, participants, attendees, volunteers, vendors or sponsors. Applicant assumes all liability related to the health and safety of all those attending the special event. The City of Abilene does not disinfect or sanitize all park facilities including, but not limited to, equipment, amenities, restrooms and/or trash receptacles.

PENALTY FOR VIOLATIONS

Any person, firm, partnership, corporation, association, agent or employee thereof who violates any of the provisions of the governing ordinance outlined in the Special Events Permit Policy, shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not exceeding five hundred dollars (\$500.00) for each offense. Each and every day that such violation shall continue shall be deemed to constitute a separate offense.

Quick Reference Table

	Single Day	Single Day - Local Street	Multi-Day/ Major Impact	Downtown Parades	Outside of Downtown	Fireworks/ Pyrotechnics/ Specialized Equipment
Criteria	no control over the street; shall occur only on sidewalks or other public walkways.	less than 10 hours in duration; requiring control of local streets;	multiple day event or major impact; requiring control of streets;	closed streets, approved route in the Downtown Area and approved staging area.	any other private use upon any public street alley, sidewalk or public way	posing special hazard to the general public and property due to equipment used;
Application Available	Parks & Recreation Department	Parks & Recreation Department	Parks & Recreation Department	Parks & Recreation Department	Parks & Recreation Department	Parks & Recreation Department
Application due before event date	14 days	30 days	60 days	60 days	60 days	60 days
Applicant may need to attend review meeting	No	No	Yes	Yes	Yes	Yes
Agreement	Approved Application	Approved Application	Approved Application	Approved Application	Approved Application	Approved Application
Indemnity required	Yes	Yes	Yes	Yes	Yes	Yes
Insurance required	No	Yes	Yes	Yes	Yes	Yes
Permit fee	\$25.00	\$50.00	\$100.00	\$200.00	\$100.00	\$300.00
Coordinating City Department	Parks and Recreation Department	Parks and Recreation Department	Parks and Recreation Department	Parks and Recreation Department	Parks and Recreation Department	Parks and Recreation Department

ATTACHMENT A
NOTIFICATION OF STREET CLOSURE

NAME OF EVENT: _____ DATE OF EVENT: _____

STREET(S) TO BE
CLOSED: _____

TIME OF EVENT: _____ TIME OF STREET CLOSURE: _____

BUSINESS NAME: _____ PHONE #: _____

SIGNATURE: _____ PRINT NAME: _____

BUSINESS NAME: _____ PHONE #: _____

SIGNATURE: _____ PRINT NAME: _____

BUSINESS NAME: _____ PHONE #: _____

SIGNATURE: _____ PRINT NAME: _____

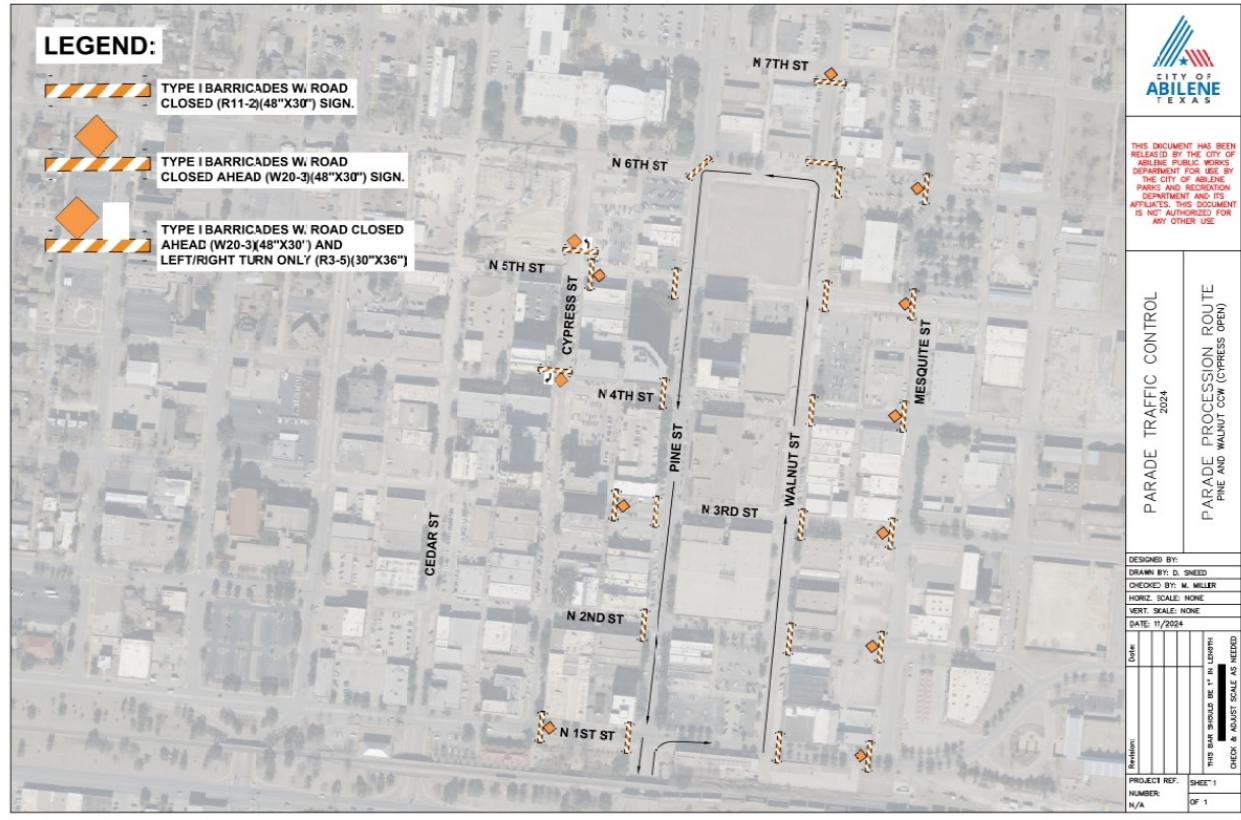
BUSINESS NAME: _____ PHONE #: _____

SIGNATURE: _____ PRINT NAME: _____

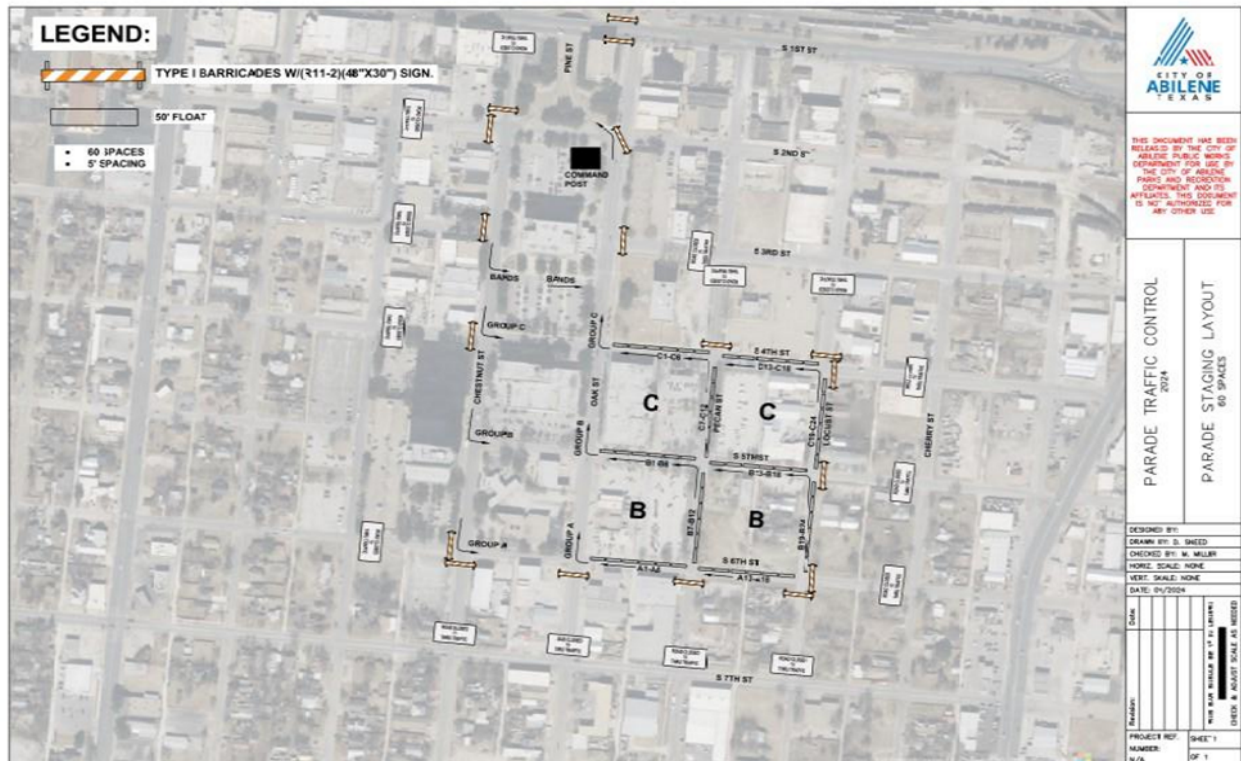
BUSINESS NAME: _____ PHONE #: _____

SIGNATURE: _____ PRINT NAME: _____

2025 PARADE ROUTE: The route map is subject to change at any time. Please see the Special Events Office for any possible changes due to unforeseen construction etc..



60, 96, & 135 - STAGING PLANS: The staging plans are subject to change at any time. Please see the Special Events Office for any possible changes due to unforeseen construction etc..



2026 PARADE ROUTE: The route map is the set Parade Route on conclusion of the Cypress Street construction.



2026 PARADE ROUTE: The route map is the set Parade Route pending approval from the Double Tree by Hilton.



Special Events Permit Policy



General Information:

- Special Events Office established in 2022
- Since November of 2022 more than 100 event permits have been issued.
- After two years of operation, the Special Event Policy is in need of updates to expand and enhance the service to patrons. Three key areas include:
 - A Special Event Permit may be required for events taking place on property not owned, managed or operated by the City. The determination shall be made based on the number of expected attendees, permit-required components of the event, and the potential impact on surrounding residents, businesses, and traffic.
 - Establishing a category for Fireworks/Pyrotechnics/Specialized Equipment
 - Establishing the permanent staging area and parade route





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: **13. Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending Chapter 29, "Streets and Sidewalks," Article IX, "Special Events Permit" of the Code of Ordinances (*Lesli Andrews*)

GENERAL INFORMATION

The Special Events Permitting Division is located in the Parks and Recreation Department and managed by the Parks and Recreation Office. This allows one location where citizens and organizations can access the Special Event Application, make payments, and access City of Abilene resources needed to support an event. Multiple items will need to be approved by the City Council including the Special Event Permit Policy, Special Event Ordinance, and updated the Fee Schedule.

Staff is requesting additional language to cover parades.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff recommends approval of the Special Events Permit Ordinance.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2025 Special Event Permit ENACTING ORDINANCE
2. REDLINE DRAFT - Special Event Permit ORDINANCE (121924) (1)
3. FINAL DRAFT - Special Event Permit ORDINANCE clean
4. 24_12_19 Presentation Amending Special Events Chapter 29 Article IX Ordinance (4)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AMENDING CHAPTER 29 "STREETS AND SIDEWALKS," ARTICLE IX "SPECIAL EVENT PERMIT," OF THE CODE OF THE CITY OF ABILENE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SAVINGS CLAUSE; DECLARING A PENALTY; AND CALLING A PUBLIC HEARING.

WHEREAS, Chapter 29, Article IX of the Abilene Code of Ordinance sets forth the procedure and guidelines to issue a special event permit; and

WHEREAS, the City of Abilene seeks to revise the Ordinance to issue special events permits, and to streamline and clarify the parameters via the Ordinance, policy and fees.

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

Part 1: That Chapter 29, Article IX, "Special Events Permits" of the Code of Ordinances, City of Abilene, Texas, is hereby amended as set out in Exhibit A, attached and made a part of this ordinance for all purposes.

Part 2: That if the provisions of any section, subsection, paragraph, subdivision or clause of this ordinance shall be judged invalid by a court of a competent jurisdiction, such judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

Part 3: That any person, firm, or corporation violating the provisions of this ordinance shall be deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of the Code of Ordinances, City of Abilene, Texas.

Part 4: Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offense. Said offense, 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.

ADOPTED on first reading on this 19th day of December, 2024.

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 5th day of January, 2025, the same being more than 24 hours prior to a public hearing being held in the Council Chambers of City Hall in Abilene, Texas, at 8:30 a.m. on the 9th day of January, 2025, to permit the public to be heard.

ADOPTED on the second and final reading on this 9th day of January, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Exhibit A

• ARTICLE IX. - SPECIAL EVENTS PERMIT

Sec. 29-160. - Purpose of article.

The purpose of this article is to ensure the health, safety, and welfare of the public at parades and special events held in the which utilize City of Abilene rights-of-way by creating a permitting process for these parades and special events.

• Sec. 29-161. - Definitions.

The following words and phrases, when used in this chapter, shall have the meanings ascribed to them by this section:

Applicant. The person, group, organization, or business who is normally named as the event organizer and retains responsibility for the special event or parade listed on the permit application.

Application fee. The fee for any special event application, as approved by the City Council. No application for a permit will be processed until the required application fee and permitting fees are paid. The fee is nonrefundable and shall not be prorated.

Business day. Any calendar day except Saturday, Sunday or any City of Abilene holiday.

City. The City of Abilene, Texas.

City approved parade. A parade that has been approved by the City to be supported with city services at no additional costs to the special event permit holder.

City Manager. The City Manager of the City of Abilene, Texas, or his or her designee.

Commercial Event. A special event held by for-profit organizations which is open to public participation, for a fee or free, which is anticipated to attract one thousand (1,000) or more people, and may include, but is not limited to, a fair, festival, exhibition, or carnival, centered around music, art, culture, food, cars/trucks/vehicles. A donation by the for-profit organization to a non-profit does not constitute the event being a non-commercial event.

Fireworks/Pyrotechnics/Specialized Equipment Event. A special event that poses a special hazard to the general public and property due to the nature of the equipment involved, including fireworks or pyrotechnics. Specialized equipment includes, but is not limited to, drones.

Float. A ~~one or more~~ vehicles with or without a trailer ~~or forty~~ (40') of occupied space within the parade procession.

General Event. Private events, ceremonies, social gatherings, and parties that are not otherwise defined herein, and where parking can be accommodated onsite for the total number of attendees.

Local Streets. A type of thoroughfare: arterial, collector, minor arterial, or an expressway that is primarily used within the city limits. Street closures are not authorized on arterial streets.

Official. City of Abilene Peace Officers, or the City Manager or designee who administers, implements, or enforces the provisions of this chapter.

Parade. When one or more street closures are required, aA concerted walk, column, march, procession of any kind, or similar display consisting of twenty-five (25) or more individuals, or five (5) or more floats, moving together in or upon any public roadway, sidewalk, or other public property in a place within the regulatory jurisdiction of the City.

Procession. When a street closure is not required, a concerted walk, column, march, procession of any kind, or similar display consisting of twenty-five (25) or more individuals moving together in or upon any public roadway, or other public property in a place within the regulatory jurisdiction of the City.

Public Property. Any property held for public use by any department or branch of government, federal, state, county, school or municipality. Public property does not include private property.

Special Event. A special event is a nonn-routine, pre-planned activity that brings a group of people together for a specific purpose, usually for a limited time. Special events can be held on public or private property and can include, but are not limited to, activities such as concerts, festivals, carnivals, fundraisers, rallies, races, and walks/runs.

Special Event Application. The initial step in the special event permitting process. The application is a form to present event intentions and requests for review.

Special Event Permit. A final signed permit authorizing the event as detailed.written authorization document to parade or assemble that is issued by the City of Abilene, Texas as required by this ordinance.

Special Eevent Ppermitting Officedepartment. The officedepartment of the City of Abilene responsible, under the special event permit policy, for accepting and processing applications for a Sspecial Eevent Ppermit.

Special Event Policy. A written policy created by the City to regulate parades and special events in conjunction with the Special Event Permit Ordinance.

Support Services. Resources, such as security, fire, EMS, waste management, or street services, which may be required to support a special event. City support services may be available for a fee, but all support services are the responsibility of the Applicant.

Tournament. A special event being a pre-planned temporary series of games or contests involving use of a City sports complex or field(s), customarily held for purposes of competitions aimed at drawing crowds that may impact surrounding neighborhoods, traffic flow, or the community as a whole.

- **Sec. 29-162. - Permit requirements and exemptions.**

(a) Any ~~special event or parade that utilizes City rights-of-way~~ shall comply with the permitting requirements of this article and the special event permit policy adopted by City Council and kept on file with the City Secretary.

(b) This article does not apply to events which require a street use license under article V of this chapter.

~~(c) This article shall not apply to funeral processions, university, college, secondary and primary school events when supervised by the school, neighborhood parades or neighborhood processions on residential streets, students in grades kindergarten through twelve going to and from school classes or participating in school educational activities that direct supervision of school authorities, Federal, State and Local governmental bodies or units of the City including the Armed Forces of the United States of America, and the forces of the police and fire departments acting within the scope of their duties.~~

~~(d) All permit holders shall be regulated by the requirements of this article and also by the City's Special Event Policy. In the event of a conflict between this article and the City's Special Event Policy, this article's provisions shall control.~~

~~(e) Permit requirements or exemptions do not exclude requirements that may be found in other laws, ordinances or regulations.~~

- **Sec. 29-163. - Application.**

~~Applicant~~Applications for special event permits under this article shall file an online application with the City's special event permitting office.

~~1. **Special Event Process**~~

~~(a) Any person desiring to hold a special event or parade regulated by this Ordinance shall first obtain a Special Event Permit from the City of Abilene Department of Parks and Recreation.~~

~~2. **Route plan and procedures**~~

~~(a) Parades shall be required to follow the established downtown route and applicable staging areas that are maintained within the special events office. Street closures shall be removed within one hour after special event or parade. Dates, times, duration, and other special event or parade elements are subject to review and approval as part of the permit process.~~

- **Sec. 26-164. - Required fee.**

(a) The fee for a special event permit shall be approved by the City Council. No application for a permit will be processed until the required fees are tendered to the City. The permit fee is nonrefundable and shall not be prorated.

(b) Expenses for any additional costs for City services necessary for the event shall be billed separately. These expenses include, but are not limited to, costs for police escort, security, traffic control, refuse collection and street sweeping.

- **Sec. 29-165. - Issuance.**

Upon completion and approval of the application, the City shall issue a permit to the applicant within the timelines indicated in the special event permit policy.

- **Sec. 29-166. - Expiration.**

All permits issued under the provisions of this article shall expire at the termination of the permitted event.

- **Sec. 29-167. - Transfer.**

No permit issued under the provisions of this article shall be transferred or assigned.

- **Sec. 29-168. - Denial.**

An application for a special event permit may be denied to a person under this article for the following reasons:

(1) An investigation reveals that the applicant falsified information on the application.

(2) An official has determined that the health, safety or welfare of the citizens would be impaired by allowing the special event to occur as requested.

(3) An application is incomplete or submitted after the application due date.

- **Sec. 29-169. - Revocation.**

(a) Permits issued under the provisions of this article may be revoked for any of the following reasons by any official of the City:

(1) Fraud, misrepresentation or false statement contained in the application for a special event permit.

(2) Fraud, misrepresentation or false statement made in the course of carrying out the permitted special event.

(3) The applicant refuses to comply with the terms of the permit.

(4) The applicant has not provided proof of insurance, if required.

(b) Notice of revocation of a **special event** permit shall be given verbally or in writing, and state the grounds of the revocation.

(c) When the applicant receives notice that their **special event** permit has been revoked, they shall immediately surrender their permit to the revoking official and immediately cease the special event.

- **Sec. 29-170. - Appeals.**

(a) An appeal from any act of denial or revocation **of any special event permit** shall be filed with the City Manager within five (5) business days from the date of denial or revocation.

(b) Such appeal shall be taken by filing with the City Manager a written statement setting forth fully the grounds for the appeal.

(c) The City Manager shall issue a written decision on the denial or revocation in writing within five (5) business days of receipt of the appeal.

(d) The revocation or denial is not stayed pending the City Manager's decision.

(e) The decision of the City Manager on such appeal shall be final and may not be appealed further.

- **Sec. 29-171. - Penalty for violation.**

Any person, firm, partnership, corporation, association, agent or employee thereof who violates any of the provisions of this article shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not exceeding five hundred dollars (\$500.00) for each offense. Each and every day that such violation shall continue shall be deemed to constitute a separate offense.

- **Secs. 29-172. -- Additional regulations for parades.**

(a) Parade floats shall not exceed twelve feet (12') in height, and shall not exceed fifty feet (50') of occupied space within the parade procession.

(b) Items shall not be thrown from parade floats by parade participants.

(c) An itemized list of each group representing a float shall be submitted to the special events office no later than seven (7) days prior to the parade.

(d) Parades shall not exceed the float limit as provided in the Special Event Policy.

~~(h) No parade shall exceed ninety (90) minutes in duration.~~

(e) Parades shall not exceed ninety (90) minutes in duration.

(f) Parades shall be required to follow the established downtown parade route and applicable staging areas that are maintained within the special events office. Street closure barricades or other equipment shall be

removed within one hour after the end of a special event or parade.
Dates, times, duration, location, and other special event or parade
elements are subject to review and approval as part of the permitting
process.

- **Secs. 29-173—29-180. - Reserved.**

Exhibit A

• **ARTICLE IX. - SPECIAL EVENTS PERMIT**

Sec. 29-160. - Purpose of article.

The purpose of this article is to ensure the health, safety, and welfare of the public at parades and special events held in the City of Abilene by creating a permitting process for these parades and special events.

• **Sec. 29-161. - Definitions.**

The following words and phrases, when used in this chapter, shall have the meanings ascribed to them by this section:

Applicant. The person, group, organization, or business who is normally named as the event organizer and retains responsibility for the special event or parade listed on the permit application.

Application fee. The fee for any special event application, as approved by the City Council. No application for a permit will be processed until the required application fee and permitting fees are paid. The fee is nonrefundable and shall not be prorated.

Business day. Any calendar day except Saturday, Sunday or any City of Abilene holiday.

City. The City of Abilene, Texas.

City approved parade. A parade that has been approved by the City to be supported with city services at no additional costs to the special event permit holder.

City Manager. The City Manager of the City of Abilene, Texas, or his or her designee.

Commercial Event. A special event held by for-profit organizations which is open to public participation, for a fee or free, which is anticipated to attract one thousand (1,000) or more people, and may include, but is not limited to, a fair, festival, exhibition, or carnival, centered around music, art, culture, food, cars/trucks/vehicles. A donation by the for-profit organization to a non-profit does not constitute the event being a non-commercial event.

Fireworks/Pyrotechnics/Specialized Equipment Event. A special event that poses a special hazard to the general public and property due to the nature of the equipment involved, including fireworks or pyrotechnics. Specialized equipment includes, but is not limited to, drones.

Float. One or more vehicles with or without a trailer within the parade procession.

General Event. Private events, ceremonies, social gatherings, and parties that are not otherwise defined herein, and where parking can be accommodated onsite for the total number of attendees.

Local Streets. A type of thoroughfare: arterial, collector, minor arterial, or an expressway that is primarily used within the city limits. Street closures are not authorized on arterial streets.

Official. City of Abilene Peace Officers, or the City Manager or designee who administers, implements, or enforces the provisions of this chapter.

Parade. When one or more street closures are required, a concerted walk, column, march, procession of any kind, or similar display consisting of twenty-five (25) or more individuals, or five (5) or more floats, moving together in or upon any public roadway, sidewalk, or other public property in a place within the regulatory jurisdiction of the City.

Procession. When a street closure is not required, a concerted walk, column, march, procession of any kind, or similar display consisting of twenty-five (25) or more individuals moving together in or upon any public roadway, or other public property in a place within the regulatory jurisdiction of the City.

Public Property. Any property held for public use by any department or branch of government, federal, state, county, school or municipality. Public property does not include private property.

Special Event. A special event is a non-routine, pre-planned activity that brings a group of people together for a specific purpose, usually for a limited time. Special events can be held on public or private property and can include, but are not limited to, activities such as concerts, festivals, carnivals, fundraisers, rallies, races, and walks/runs.

Special Event Application. The initial step in the special event permitting process. The application is a form to present event intentions and requests for review.

Special Event Permit. A final signed permit authorizing the event as detailed.

Special Event Permitting Office. The office of the City of Abilene responsible, under the special event permit policy, for accepting and processing applications for a Special Event Permit.

Special Event Policy. A written policy created by the City to regulate parades and special events in conjunction with the Special Event Permit Ordinance.

Support Services. Resources, such as security, fire, EMS, waste management, or street services, which may be required to support a special event. City support services may be available for a fee, but all support services are the responsibility of the Applicant.

Tournament. A special event being a pre-planned temporary series of games or contests involving use of a City sports complex or field(s), customarily held for purposes of competitions aimed at drawing crowds that may impact surrounding neighborhoods, traffic flow, or the community as a whole.

- **Sec. 29-162. - Permit requirements and exemptions.**

(a) Any special event or parade shall comply with the permitting requirements of this article and the special event permit policy adopted by the City Council and kept on file with the City Secretary.

(b) This article does not apply to events which require a street use license under article V of this chapter.

(c) This article shall not apply to funeral processions, university, college, secondary and primary school events when supervised by the school, neighborhood parades or neighborhood processions on residential streets, Federal, State and Local Governmental bodies or units of the City including the Armed Forces of the United States of America, and the forces of the police and fire departments acting within the scope of their duties.

(d) All permit holders shall be regulated by the requirements of this article and also by the City's Special Event Policy. In the event of a conflict between this article and the City's Special Event Policy, this article's provisions shall control.

(e) Permit requirements or exemptions do not exclude requirements that may be found in other laws, ordinances or regulations.

- **Sec. 29-163. - Application.**

Applications for special event permits under this article shall file an online application with the City's special event permitting office.

- **Sec. 26-164. - Required fee.**

(a) The fee for a special event permit shall be approved by the City Council. No application for a permit will be processed until the required fees are tendered to the City. The permit fee is nonrefundable and shall not be prorated.

(b) Expenses for any additional costs for City services necessary for the event shall be billed separately. These expenses include, but are not limited to, costs for police escort, security, traffic control, refuse collection and street sweeping.

- **Sec. 29-165. - Issuance.**

Upon completion and approval of the application, the City shall issue a permit to the applicant within the timelines indicated in the special event permit policy.

- **Sec. 29-166. - Expiration.**

All permits issued under the provisions of this article shall expire at the termination of the permitted event.

- **Sec. 29-167. - Transfer.**

No permit issued under the provisions of this article shall be transferred or assigned.

- **Sec. 29-168. - Denial.**

An application for a special event permit may be denied to a person under this article for the following reasons:

- (a) An investigation reveals that the applicant falsified information on the application.
- (b) An official has determined that the health, safety or welfare of the citizens would be impaired by allowing the special event to occur as requested.
- (c) An application is incomplete or submitted after the application due date.

- **Sec. 29-169. - Revocation.**

(a) Permits issued under the provisions of this article may be revoked for any of the following reasons by any official of the City:

(1) Fraud, misrepresentation or false statement contained in the application for a special event permit.

(2) Fraud, misrepresentation or false statement made in the course of carrying out the permitted special event.

(3) The applicant refuses to comply with the terms of the permit.

(4) The applicant has not provided proof of insurance, if required.

(b) Notice of revocation of a special event permit shall be given verbally or in writing, and state the grounds of the revocation.

(c) When the applicant receives notice that their special event permit has been revoked, they shall immediately surrender their permit to the revoking official and immediately cease the special event.

- **Sec. 29-170. - Appeals.**

(a) An appeal from any act of denial or revocation of any special event permit shall be filed with the City Manager within five (5) business days from the date of denial or revocation.

(b) Such appeal shall be taken by filing with the City Manager a written statement setting forth fully the grounds for the appeal.

(c) The City Manager shall issue a written decision on the denial or revocation in writing within five (5) business days of receipt of the appeal.

(d) The revocation or denial is not stayed pending the City Manager's decision.

(e) The decision of the City Manager on such appeal shall be final and may not be appealed further.

- **Sec. 29-171. - Penalty for violation.**

Any person, firm, partnership, corporation, association, agent or employee thereof who violates any of the provisions of this article shall be guilty of a misdemeanor and, upon conviction thereof, shall

be fined in an amount not exceeding five hundred dollars (\$500.00) for each offense. Each and every day that such violation shall continue shall be deemed to constitute a separate offense.

- **Secs. 29-172. - Additional regulations for parades.**

(a) Parade floats shall not exceed twelve feet (12') in height, and shall not exceed fifty feet (50') of occupied space within the parade procession.

(b) Items shall not be thrown from parade floats by parade participants.

(c) An itemized list of each group representing a float shall be submitted to the special events office no later than seven (7) days prior to the parade.

(d) Parades shall not exceed the float limit as provided in the Special Event Policy.

(e) Parades shall not exceed ninety (90) minutes in duration.

(f) Parades shall be required to follow the established downtown parade route and applicable staging areas that are maintained within the special events office. Street closure barricades or other equipment shall be removed within one hour after the end of a special event or parade. Dates, times, duration, location, and other special event or parade elements are subject to review and approval as part of the permitting process.

- **Secs. 29-173—29-180. - Reserved.**

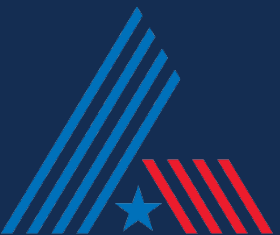
Amending Ordinance Chapter 29 Article IX Special Events Permit



Article IX. – Special Events Permit Ordinance Changes:

Sec.29-161 – Definitions Continued

- Float. One vehicle with or without a trailer, or forty feet (40') of occupied space, within the parade procession.
- Parade. A concerted walk, column, march, or procession of any kind, or similar display consisting of twenty-five (25) or more individuals, or five (5) or more floats, moving together in or upon any public roadway, sidewalk, or other public property in a place within the regulatory jurisdiction of the City.
- Special Event. A special event is a non-routine, pre-planned activity that brings a group of people together for a specific purpose, usually for a limited time. Special events can be held on public or private property and can include, but are not limited to, activities such as concerts, festivals, carnivals, fundraisers, rallies, races, and walks/runs.



Article IX. – Special Events Permit Ordinance Changes:

Special Event Permit. A written authorization document to hold a parade or special event that is issued by the City of Abilene, Texas as required by this ordinance.

Sec. 29-162 - Permit requirements and exemptions

(c) This article shall not apply to funeral processions, nor to students in grades kindergarten through twelve going to and from school classes or participating in a school educational activity that are under the direct supervision of school authorities, or governmental bodies or units of the City.



Article IX. – Special Events Permit Ordinance Changes:

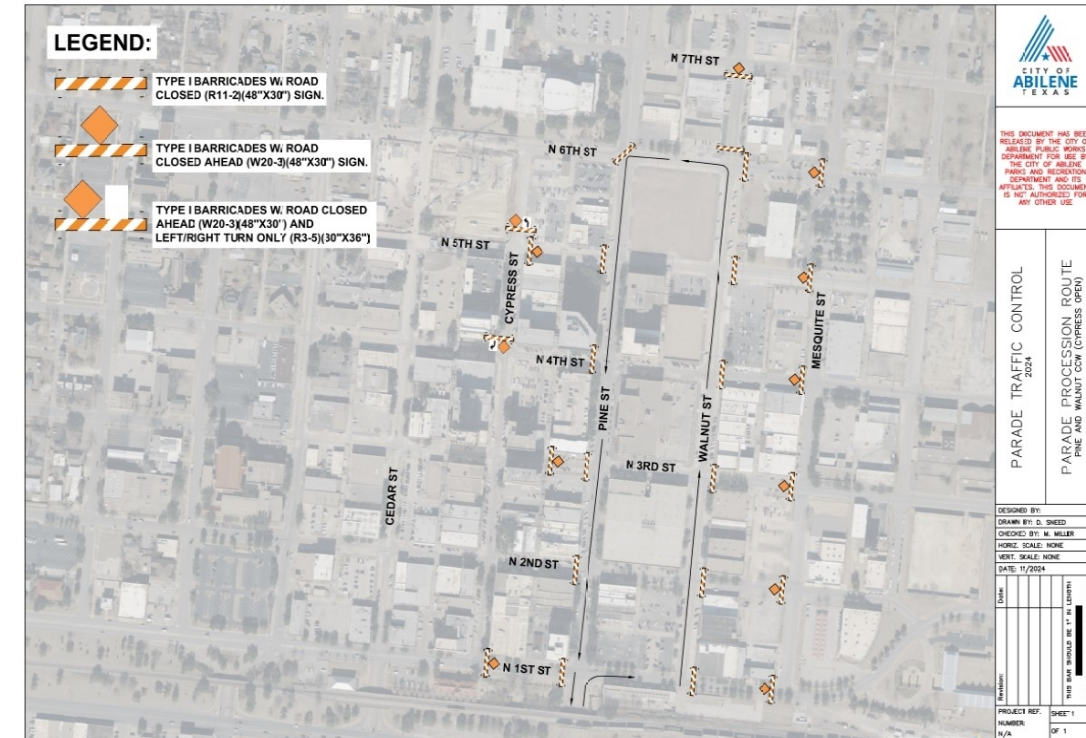
Sec. 29-163 - Application

1. Special Event Process

Any person desiring to hold a special event or parade regulated by this Ordinance shall first obtain a Special Event Permit from the City of Abilene Department of Parks and Recreation.

2. Route plan and procedures

Parades shall be required to follow the established downtown parade route and applicable staging areas that are maintained within the special events office. Street closures barricades or other equipment shall be removed within one hour after the end of a special event or parade. Dates, times, duration, location, and other special event or parade elements are subject to review and approval as part of the permitting process.

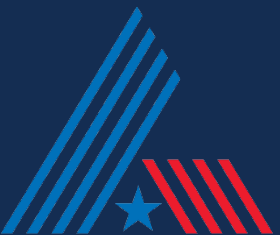


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**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: **14. Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending the Fees and Charges Ordinance to Special Events Fees *(Lesli Andrews)*

GENERAL INFORMATION

The Special Events Permitting Division is located in the Parks and Recreation Department and managed through the Parks and Recreation Front Office. This allows one location where citizens and organizations can access the Special Event Application, make payments, and access City of Abilene resources needed to support an event. Multiple items will need to be approved by the City Council including the Special Event Permit Policy, Special Event Ordinance, and update the Fee Schedule.

The Fiscal Year 2025 Fee Schedule was adopted on August 8, 2024. Request to add one (1) new Special Events fee to the Fiscal Year 2025 Fee Schedule. The new fee is a "Fireworks/Pyrotechnics/Specialized Equipment" fee.

A request is also being submitted to change the Street Sweeping service fee from \$150 to \$225.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Possible revenue for the General Fund.

STAFF RECOMMENDATION

Staff recommends approval of the amended fees to the Fees and Charges Ordinance.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 24_12_19 Ordinance-Fee
2. Attachment A - FY25 Special Event Fee Schedule Requested Changes
3. 24_12_19 Presentation FY25 Special Events Fee Schedule Addition

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 41-2024 AND ADOPTING FEES AND CHARGES FOR SPECIAL EVENTS, FOR THE CITY OF ABILENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES, RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Council adopted Ordinance 41-2024 ("Fee Ordinance") on August 8, 2024 setting fees and charges commencing on October 1, 2024; and,

WHEREAS, it was contemplated that this Fee Ordinance would require amendment from time to time to modify and update fees and charges; and,

WHEREAS, the City of Abilene desires to add special event fee; now, therefore,

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

PART 1: That the Schedule of Fees and Charges for the City of Abilene, Texas is amended as set out in Exhibit "A", attached and made a part of this ordinance for all purposes.

PART 2: That all ordinance and parts of ordinance, resolutions, and parts of resolutions in conflict herewith are repealed.

PART 3: That this Schedule of Fees and Charges for the City of Abilene, Texas shall be kept on file in the City Secretary's office.

PART 4: That the effective date of this section shall be the first billing cycle in January, A.D., 2025.

PASSED ON FIRST READING on the 19th day of December, A.D. 2024.

After passage on first reading, a notice of the time and place said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene. The same being more than twenty-four (24) hours prior to the time designated for said hearing. After such an opportunity for the public to be heard, said ordinance was passed on its second and final reading.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 9th
day of January, A.D. 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

<u>SPECIAL EVENT AND</u> <u>STREET USE LICENSE</u>

Application fee
Single Day Local : no control over the street; pre-approved route; not in Downtown Area
Single Day: less than 10 hours in duration; requiring control of local/minor streets; in Downtown Area
Multiday: multiple day event or major impact; requiring control streets; in Downtown Area
Parades: closed streets, approved route in the Downtown Area
Street Use License: any other private use upon any public street, alley, sidewalk, or public way
Fireworks/Pyrotechnics/Specialized Equipment:
Street Sweeping

\$100.00
\$25.00
\$50.00
\$100.00
\$200.00
\$100.00
\$300.00
\$225.00

Special Events Fee Schedule Addition



FY25 Fee Schedule Addition Information:

- Special Events Office established in 2022
- Since November of 2022 more than 100 event permits have been issued
- Addition of the Fireworks/Pyrotechnics/Specialized Equipment fee \$300
- Change Street Sweeping fee from \$150 to \$225





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **15. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering into an Economic Development Agreement with Doby Investments for 1233 Marshall St. *(Tim Littlejohn)***

GENERAL INFORMATION

Entering into an economic development agreement with Doby Investments for 1233 Marshall St. as part of the major renovation portion of the RebuildAbi program

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

\$20,000

STAFF RECOMMENDATION

Approve

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Doby Investments RESOLUTION
2. 1233 Marshall _ Doby Investments _ Major Renovation Ch 380 agreement

3. Exhibit A
4. Major Reno presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING
A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF ABILENE AND DOBY
INVESTMENTS**

This Economic Development Agreement (“Agreement”) is effective as of the 19th day of December, 2024 (“Effective Date”), by and between Doby Investments, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

WHEREAS, the City of Abilene adopted Resolution 192-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City has adopted Resolution No. 192-2023 which created the Rebuild ABI program; and

WHEREAS, the Developer intends to acquire, or has acquired, fee simple ownership of 1233 Marshall St., in Abilene, Taylor County, Texas (the “Project Area”); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for new residential construction in certain target areas throughout the City; and

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

WHEREAS, it is anticipated that the development of the Project Area will have a direct and positive economic benefit to the City; and

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

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

PART 1: That the City of Abilene approves the Rebuild ABI economic development agreement upon the terms and conditions as set forth in Exhibit A attached hereto.

PART 2: That this Resolution becomes effective immediately upon adoption.

ADOPTED on the 19th day of December, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**MAJOR RENOVATION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND**

Doby Investments

This Economic Development Agreement ("Agreement") is effective as of the 5th day of December, 2024 ("Effective Date"), by and between Doby Investments, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below.

RECITALS

WHEREAS, the Developer has acquired, fee simple Ownership of 1233 Marshall St. in Abilene, Taylor County, Texas (the "Project Area"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-2016 and Resolution 129-2023 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the governing body of the City of Abilene adopted Resolution 192-2023 and has created Rebuild ABI as an infill development incentive for major renovation to an existing home in certain target areas throughout the City; and

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

WHEREAS, it is anticipated that the redevelopment of the Project Area will have a direct and positive economic benefit to the City; and

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

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

I. AUTHORITY

- 1.01 The Agreement is authorized by state law, including but not limited Chapter 380 of the Texas Local Government Code, and is within the authority of the City and constitutes a legal and binding obligation of the City.
- 1.02 The Developer's execution and performance of this Agreement constitutes a valid and binding obligation of the Developer.
- 1.03 The factual recitals and findings set forth above are found to be true and correct for all purposes, and are incorporated into this Agreement.

II. DEFINITIONS

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

III. TERM

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

IV. ECONOMIC DEVELOPMENT PROGRAM

- 4.01 Upon Developer's completion of its obligations and duties set forth in this Agreement, the City shall pay the Developer the following incentives:
 - a. Payable at the time of closing of the final buyer, a \$20,000.00 completion grant will be paid to the Developer, and the home sales shall price not exceed a maximum price of \$203,000.00.
 - b. In addition to the completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more of the following:

- (1) waiver of construction related City permits and fees, (2) utility taps, (3) sidewalks, (4) roll-off containers and two tips, and (4) demolition of existing structures.

V. DEVELOPER'S OBLIGATIONS AND DUTIES

The Developer shall perform, or cause to be performed the construction of the improvements set forth in **Exhibit A- "Public and Private Improvements"** on or before the expiration of this agreement. Additionally:

- 5.01 The Developer shall be a Builder member of the Big Country Home Builder's Association as of the effective date of this Agreement, and during the term of this Agreement.
- 5.02 The Developer shall reconstruct, at its expense, the improvements identified on **Exhibit A - "Public and Private Improvements"** in accordance with all applicable laws and regulations, including but not limited to the City's current residential building code and residential energy code.
- 5.03 The Developer shall purchase all building materials from a business located within the corporate boundaries of the City of Abilene, and pay all applicable local sales and use taxes to the City of Abilene. Upon request of the City, Developer shall promptly provide written documentation of compliance with this requirement, such written documentation being receipts or other documentation as agreed to by the City.
- 5.04 The Developer shall require the final buyer of the residence to sign an affidavit at closing that the buyer intends to occupy the residence as their legal homestead in the State of Texas and that it shall serve as their primary residence for a period of two years following closing.
- 5.05 The Developer shall reconstruct the home within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to reconstruct the home on a specific lot north of South 27th Street.

VI. CITY OBLIGATIONS AND DUTIES

- 6.01 Pay the Economic Incentives to Developer pursuant to the terms and conditions of this Agreement.

VII. DEFAULT

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

VIII. GENERAL PROVISIONS

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

shall not be deemed that any such invalid provision affects the consideration for this Agreement, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 8.03 This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Taylor County, Texas.
- 8.04 Developer shall not assign this Agreement without the express written consent of the City.
- 8.05 Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render any of said parties liable for the debts or obligations of any other of said parties.
- 8.06 Except as otherwise expressly provided herein, this Agreement may only be amended, modified or terminated by a declaration in writing, executed and acknowledged by all the parties to this Agreement.
- &.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.01 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.02 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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FOLLOWS.]

AGREED AND EXECUTED:

DEVELOPER

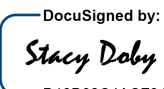
Doby Investments

26 Fairway Oaks Blvd

Abilene, TX 79606

stacydoby@gmail.com

325.669.3558

By (signature):  D40B62C4ACF34EC...

Name (printed): Stacy Doby

Title: Principal

CITY OF ABILENE

ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit "A" - Public and Private Improvements

Project:

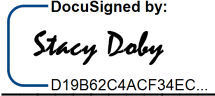
See attachment - building plans and building permit submittal requirements.



By signing below, you acknowledge and agree to adhere to the Rebuild ABI Infill Development Program Major Renovation criteria outlined below.

1. Replacement of all major mechanical, electrical, and plumbing systems two years or older or as may be required by the City
2. Replacement of the roof coverings with a medium grade/architectural asphalt shingle on the house and any accessory building(s)
3. Replacement of all windows
4. Brick or fiber cement siding
5. 4' wood privacy fence or 4' chain-link fence with metal posts.
6. Front and rear lawn sodded (alternative landscaping designs may be considered)
7. Concrete driveway
8. Meet or exceed current residential building and energy code requirements

Your signature confirms that you have reviewed and understood these requirements and will ensure they are followed throughout the renovation.

By (signature):  _____
Name (printed): Stacy Doby _____
Title: _____Principal_____

Planning & Development Services
555 Walnut Street
Abilene, Texas 79601
325.676.6237

ABILENETX.GOV/PLANNINGANDDEVELOPMENT



City Council Meeting

Economic Development Agreement





- Doby Investments is proposing to Major Renovate 1233 Marshall St.
- All renovation requirements will be met as part of the adopted program
- Estimated sales price will not be above \$203,000





QUESTIONS





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **16. Ordinance (First Reading) CUP-2024-11: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Approximately 0.15 Acres to Allow a 150' Monopole Tower within General Retail (GR). Located at 2560 X Barrow Street (Tim Littlejohn)**

GENERAL INFORMATION

The applicant is requesting a Conditional Use Permit to Allow A 150' Monopole Tower Within General Retail (GR).

SPECIAL CONSIDERATIONS

The subject property was annexed into the City of Abilene in 1957 and has been zoned General Retail (GR). The east side of the subject property is currently occupied by The Hemp Corner. The remaining west side of the subject property currently is vacant.

A super-majority vote, being at least 6 Councilmembers, will be required to approve the CUP at final reading.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Concept Plan
4. presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23 of the Land Development Code of the City of Abilene, is hereby amended by approving a Conditional Use Permit (CUP) as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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

PASSED ON FIRST READING the 19th day of December, 2024.

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 November, 2024, 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 9th day of January, 2025, 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 9th day of January, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

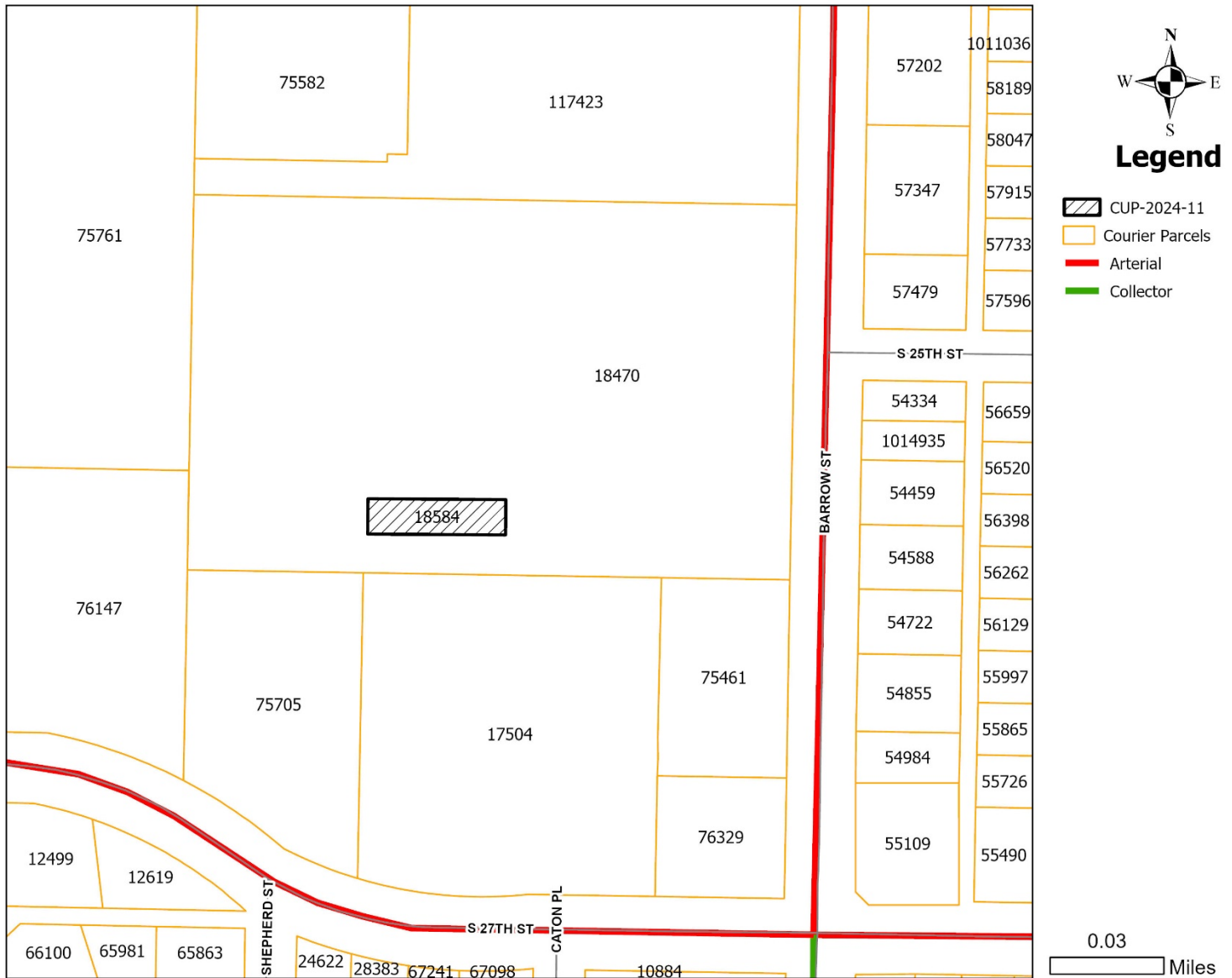
CITY ATTORNEY

EXHIBIT A

Apply a Conditional Use Permit to approximately 0.15 acres zoned General Retail (GR) to erect a 150' tall monopole, subject to the site plan attached as **Exhibit B**.

Legal description being part of Lot 101 of the Gibson Replat, Block 10, Brookhollow Section 4, Abilene, Taylor County, Texas.

Located at 2560 X Barrow Street.



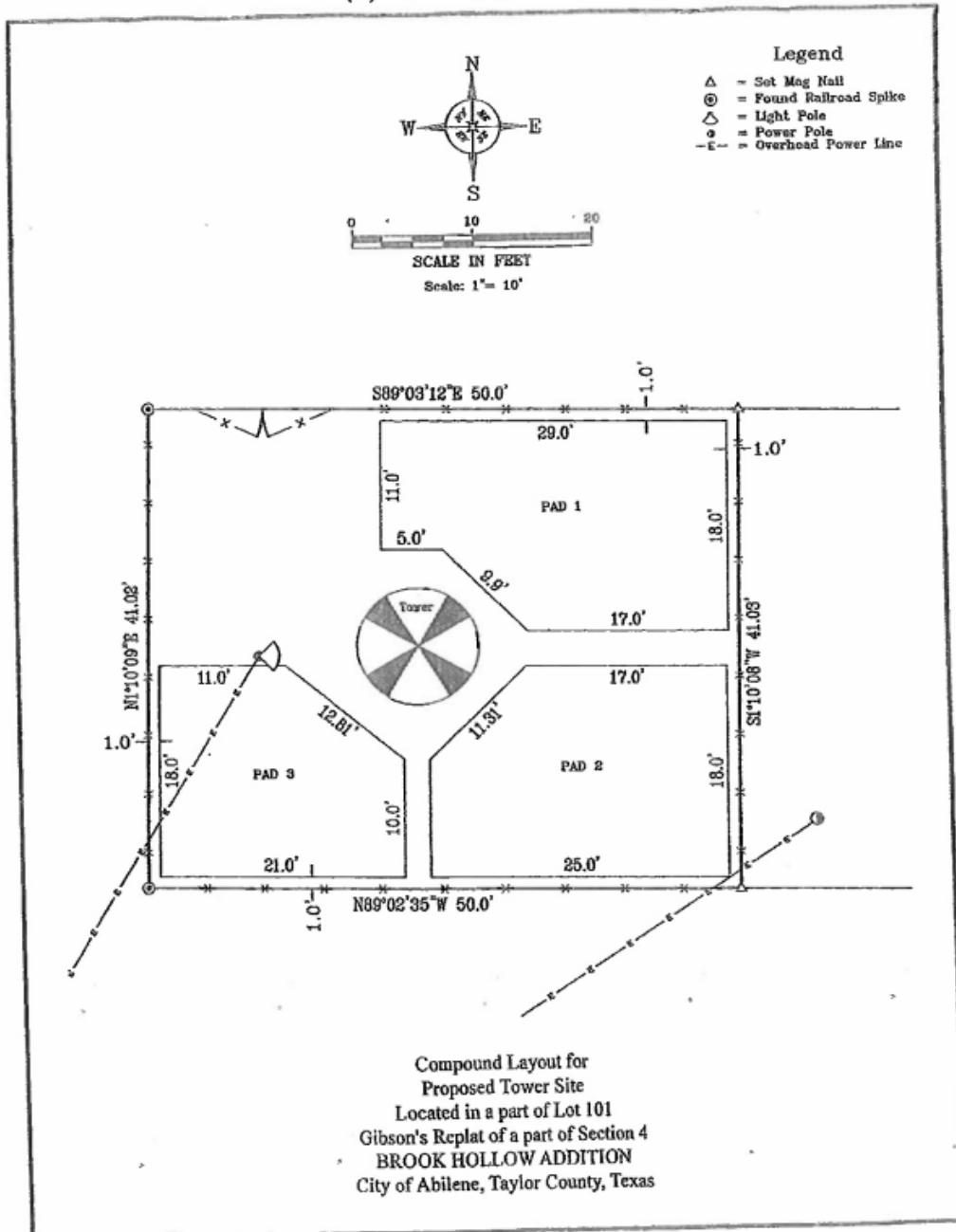
- CUP-2024-11
- Courier Parcels
- Arterial
- Collector

0.03
Miles

ORDINANCE NO. _____

EXHIBIT B

(2) Site Plan



END

ZONING CASE CUP-2024-08 STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: December 3, 2024
City Council 1st Read: December 19, 2024
City Council 2nd Read: January 9, 2024

Applicant

Owner: HIT Ventures, LLC
Agent: Laddie Galloway

Case Manager

Kera Valois – Planner

Request

The applicant is requesting a Conditional Use Permit to construct a new 150' tall monopole within General Retail (GR) zoning.

Location

The subject property is located at 2560 X Barrow Street. Legal description being part of Lot 101 of the Gibson Replat, Block 10, Brookhollow Section 4, Abilene, Taylor County, Texas.

Background

The subject property was annexed into the City of Abilene in 1957 and has been zoned General Retail (GR). The east side of the subject property is currently occupied by The Hemp Corner. The remaining west side of the subject property currently is vacant.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	GR	Drug Emporium
East	GR	The Hemp Corner
South	GR	Deep Dive Deals
West	GR	Chimney Plaza

Criteria Assessment

Staff has reviewed the request based upon the factors established in Section 1.4.3.5, Criteria for Approval of the Land Development Code. These factors are identified and addressed below:

- 1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.**
The proposed request is consistent with the Comprehensive Plan and Future Land Use, which both recommend "Neighborhood Commercial" uses at this location.
- 2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**
The proposed use is compatible with the surrounding General Retail (GR) Zoning. Communication Towers need to be located in areas that generate high levels of communication/data traffic with a height to provide a large area of coverage and allow multiple communication providers to use the tower. This strategy minimizes the need for additional towers to provide service.

3. **The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.**

The proposed/existing use is compatible with surrounding developments and will not create adverse impacts regarding traffic, noise, or visual nuisances. The purpose of the tower is to provide communication services for three to four carriers.

4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**

The proposed use will not generate additional pedestrian or vehicular traffic.

5. **The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.**

The proposed use will not generate a level of traffic that would adversely affect the existing road network in the vicinity of the subject site.

6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**

The proposed tower is surrounded by General Retail zoning and is supported by the Comprehensive Plan. The proposed tower would not adversely affect the existing uses in this area. The proposed area is located at the rear of the property and is surrounded by buildings that effectively screen the tower base.

7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**

The applicant for the proposed tower does not currently have any existing towers within City limits or within one mile of City limits. The location of the proposed tower is ideal given its proximity to high communication generating uses.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval** of the Conditional Use Permit.

Attachments

- Technical Drawings
- PowerPoint Presentation

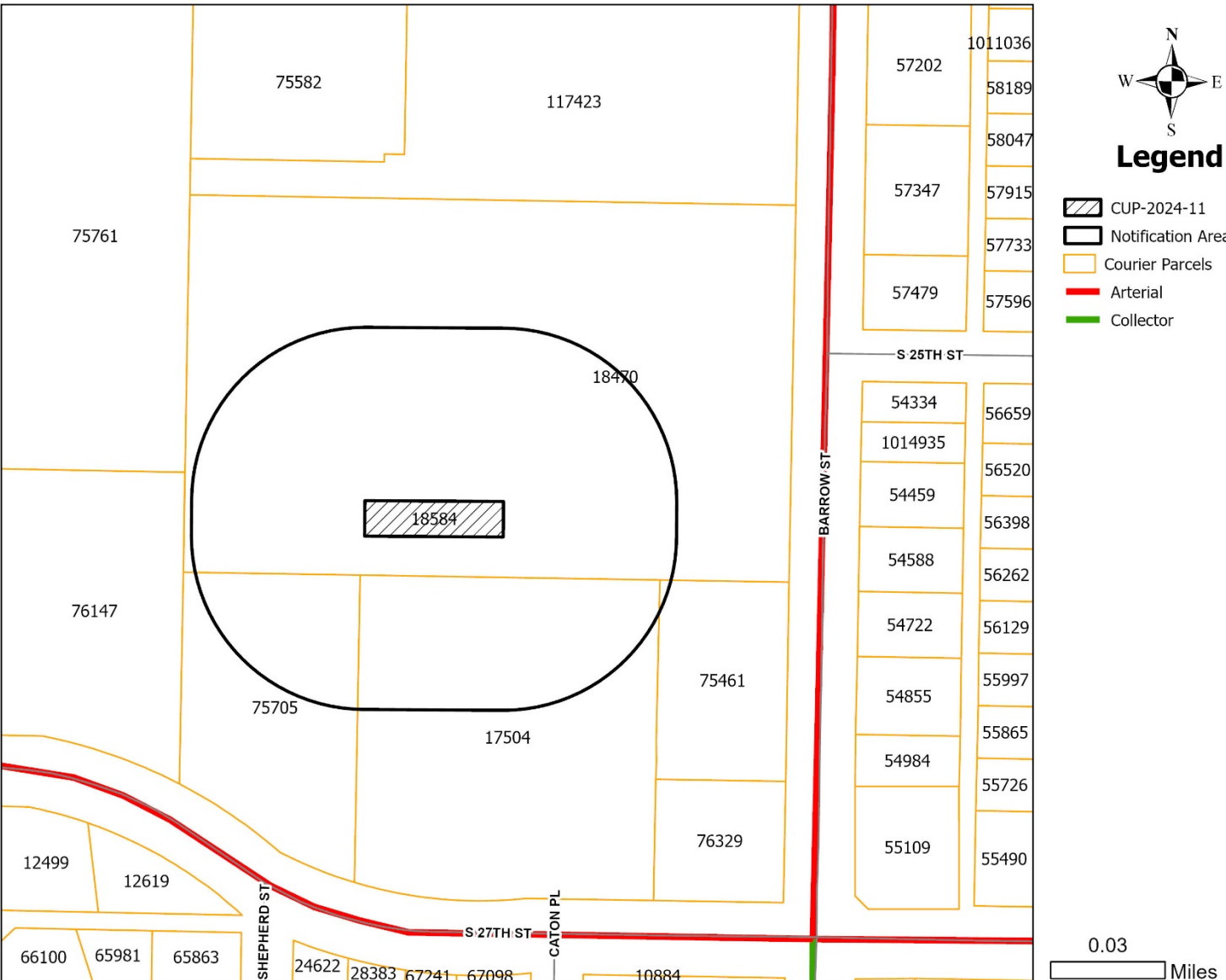
Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on November 15, 2024, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

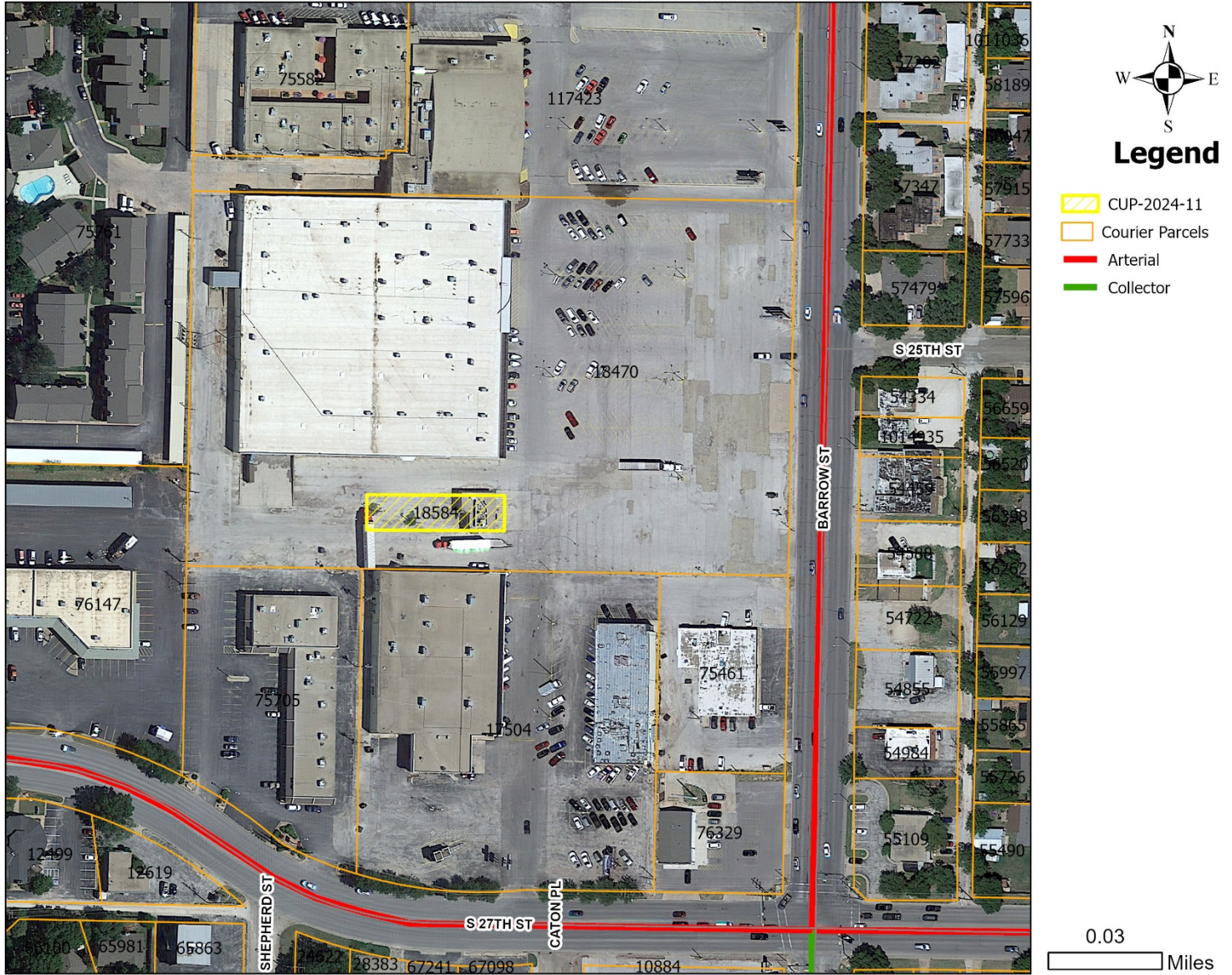
Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
SOUTH CENTRAL INDUSTRIAL	18470	2420 X BARROW ST	O
HIT VENTURES LLC	18584	2560 BARROW ST	
BYPASS TRUST	75461	2602 BARROW ST	
BROOKHOLLOW SOUTH-94 JT VNT	17504	2626 BARROW ST	F
LANGER LAND & CATTLE LLC	75705	3132 S 27TH ST	

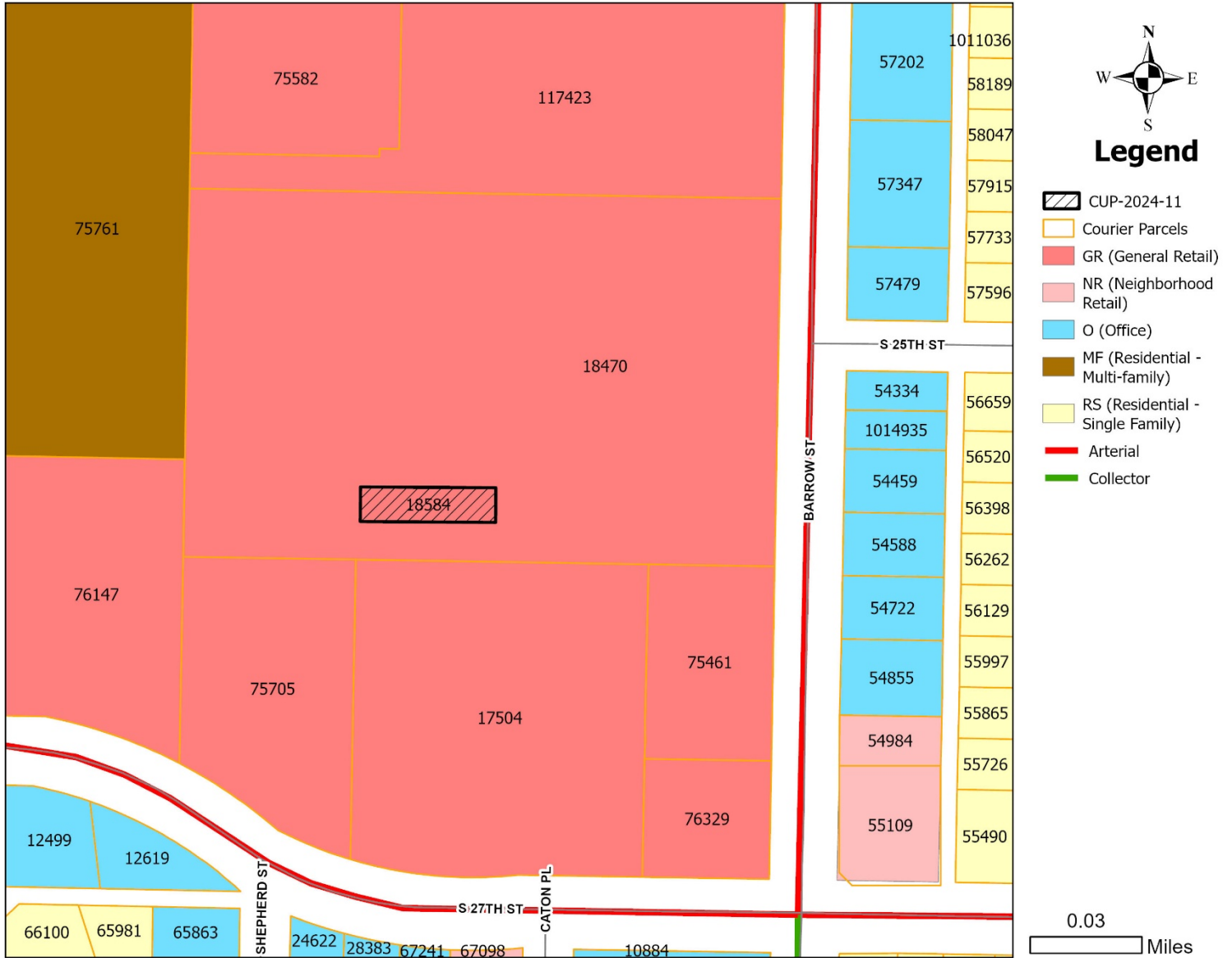
NOTIFICATION MAP



LOCATION MAP



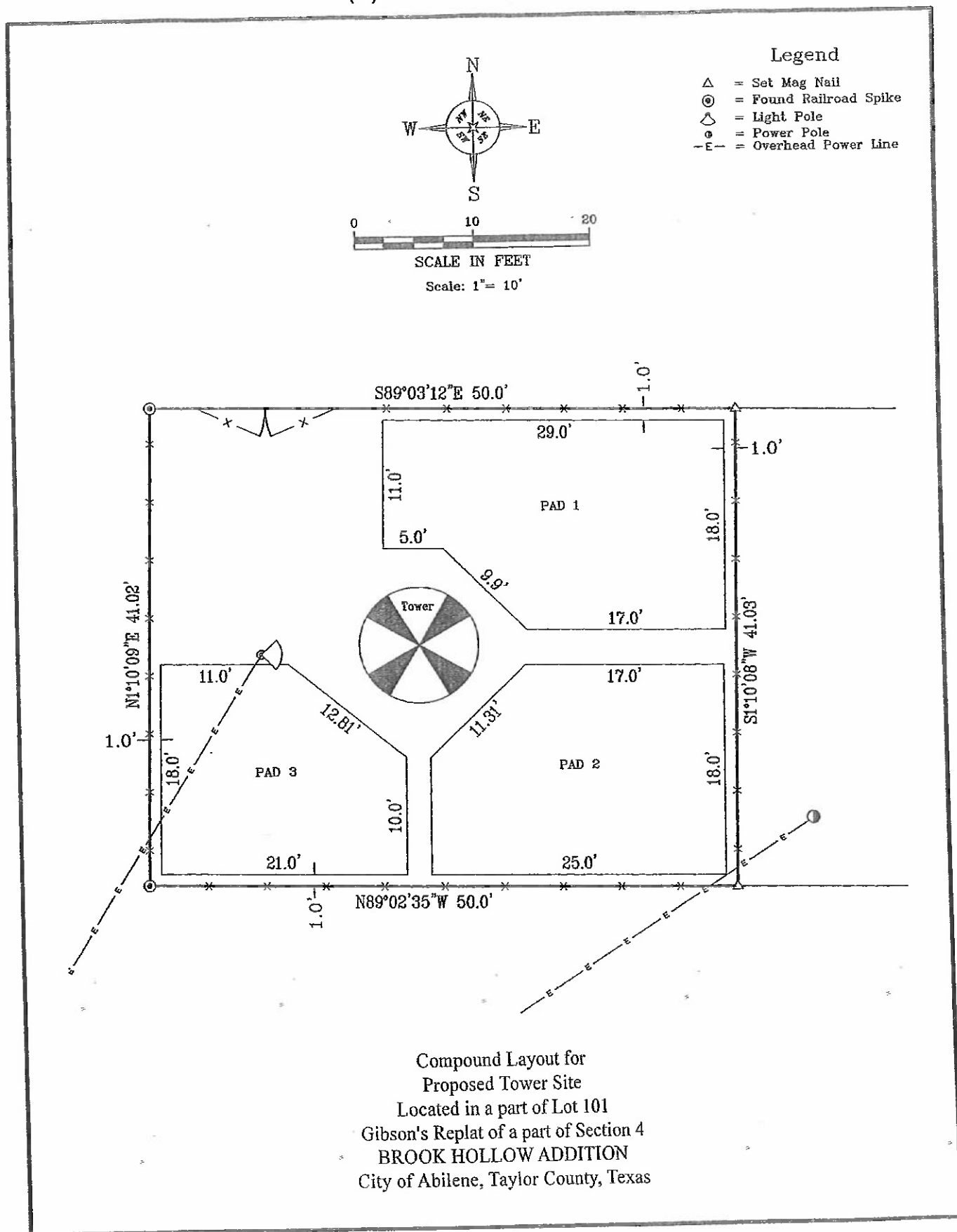
ZONING MAP



(1) Inventory of Existing Towers in Abilene

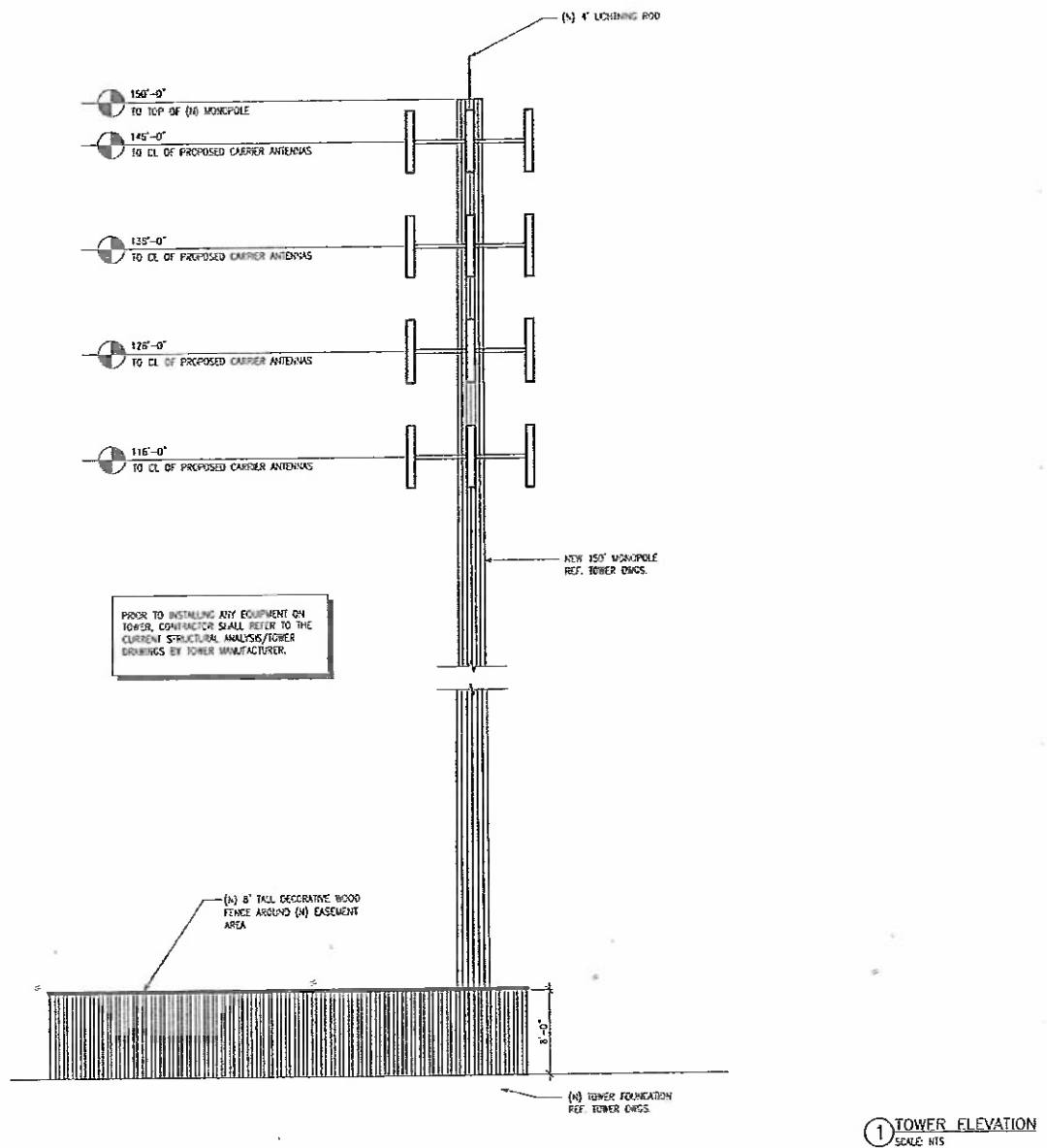
Titan Towers does not have any towers within the City of Abilene, or within 1 mile of the City Limits.

(2) Site Plan



(3) Tower Drawing

- 150' monopole
- 3 - 4 mobile phone customer capacity (depending on antenna loading)



(4) Letter of Intent to Lease



Titan Towers is a tower company (not a mobile phone carrier) whose business practice is to lease space on its towers to a variety of customers... including mobile phone carriers such as AT&T, Verizon, T-Mobile and Direct TV, as well as wireless internet and various other types of communication & data transmission equipment.

Therefore, Titan Towers is motivated and has planned for the capacity to lease space on the tower to multiple companies.

(5) Justification Statement

See Attached Statement

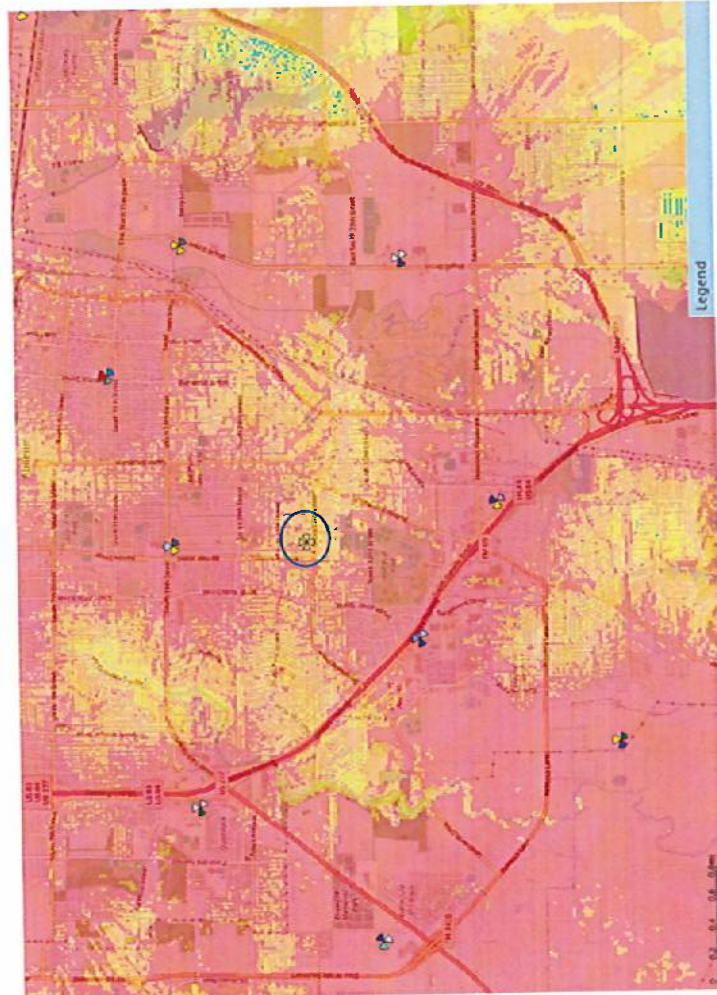
WTLO00772 Signal Level Plots

Bobby Wells
9/30/2024

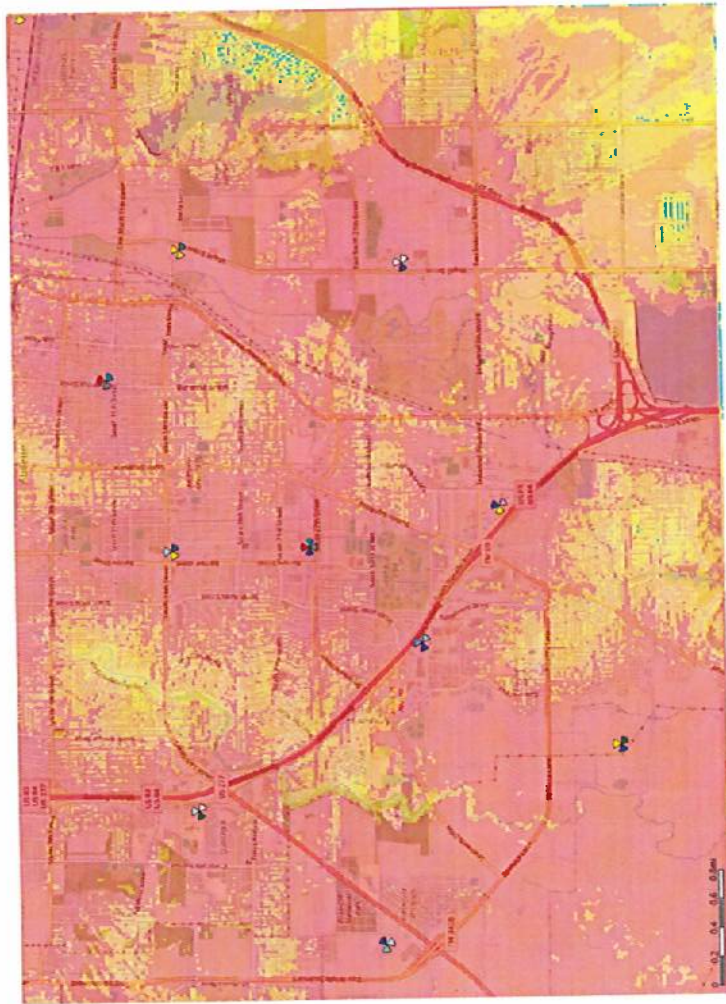
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AT&T Proprietary (Internal Use Only) - Not for use or disclosure outside the AT&T companies except under written agreement.



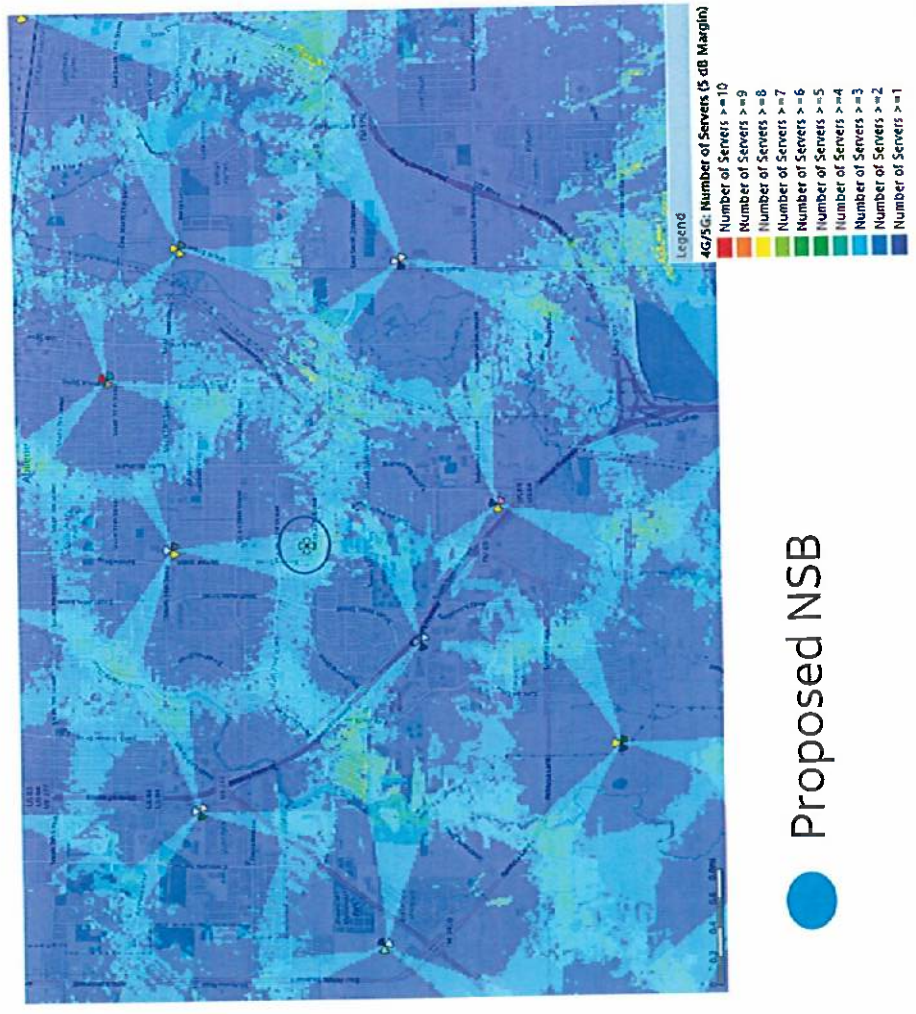
RSRP 700Mhz



Proposed NSB

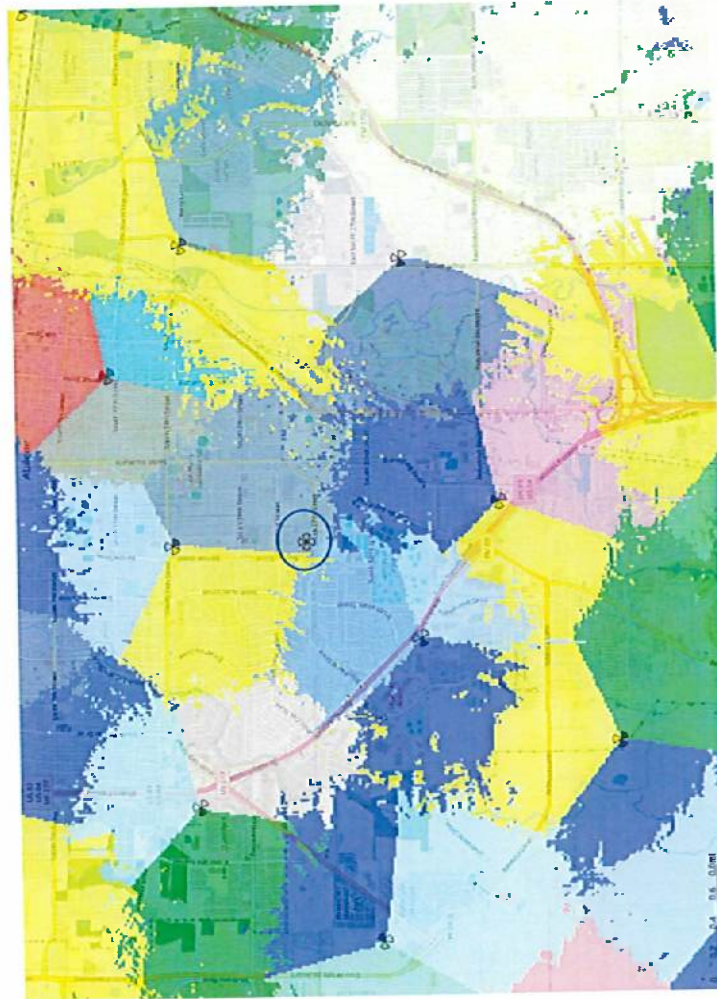


Number of Servers (Dominance) 700Mhz

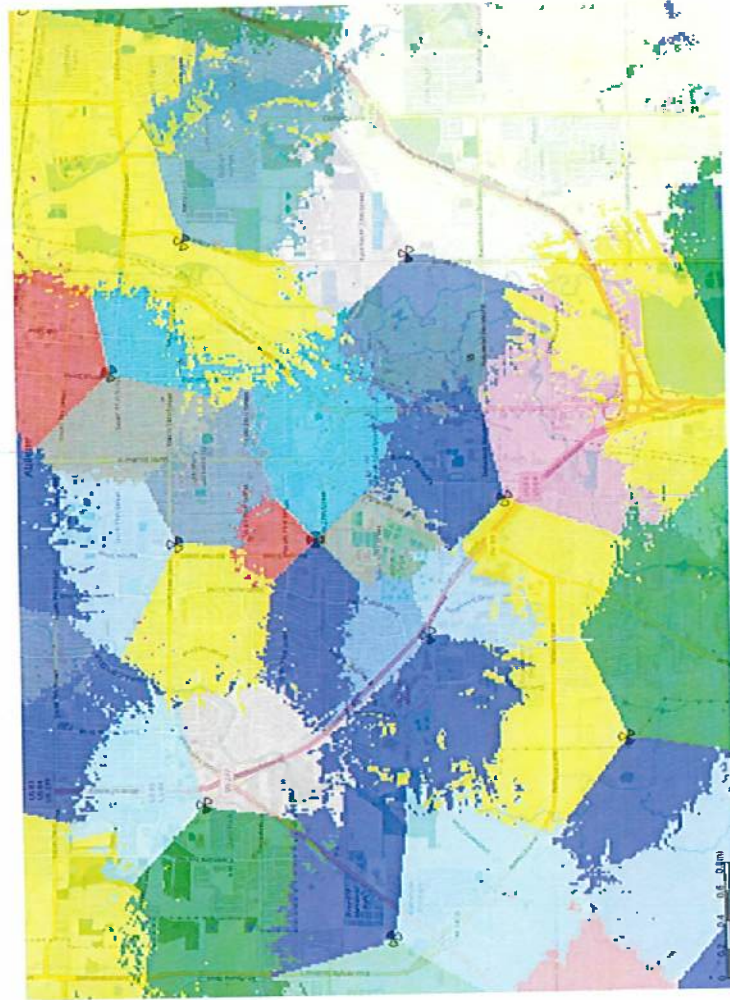


Proposed NSB

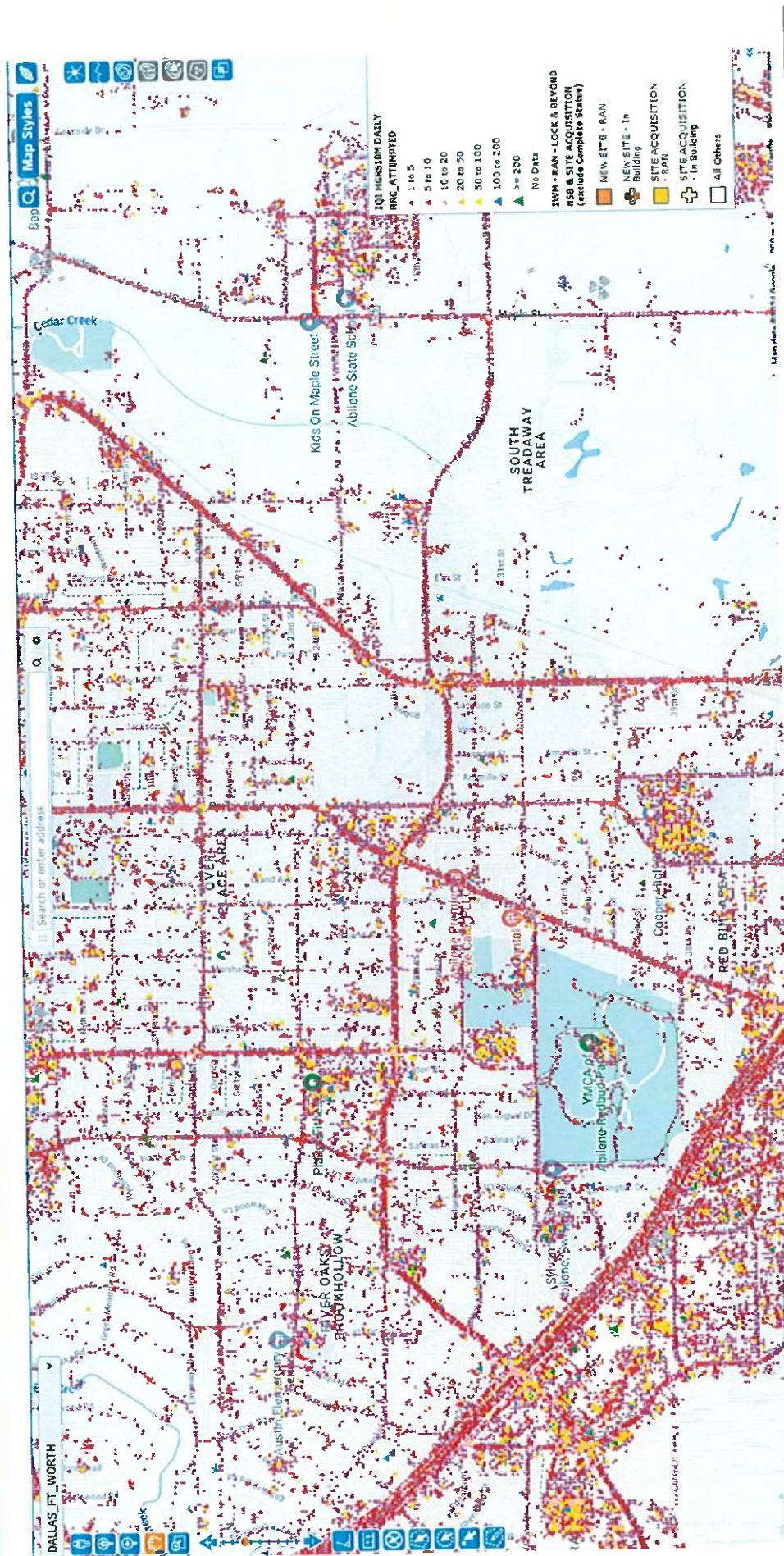
Coverage by Transmitter



● Proposed NSB

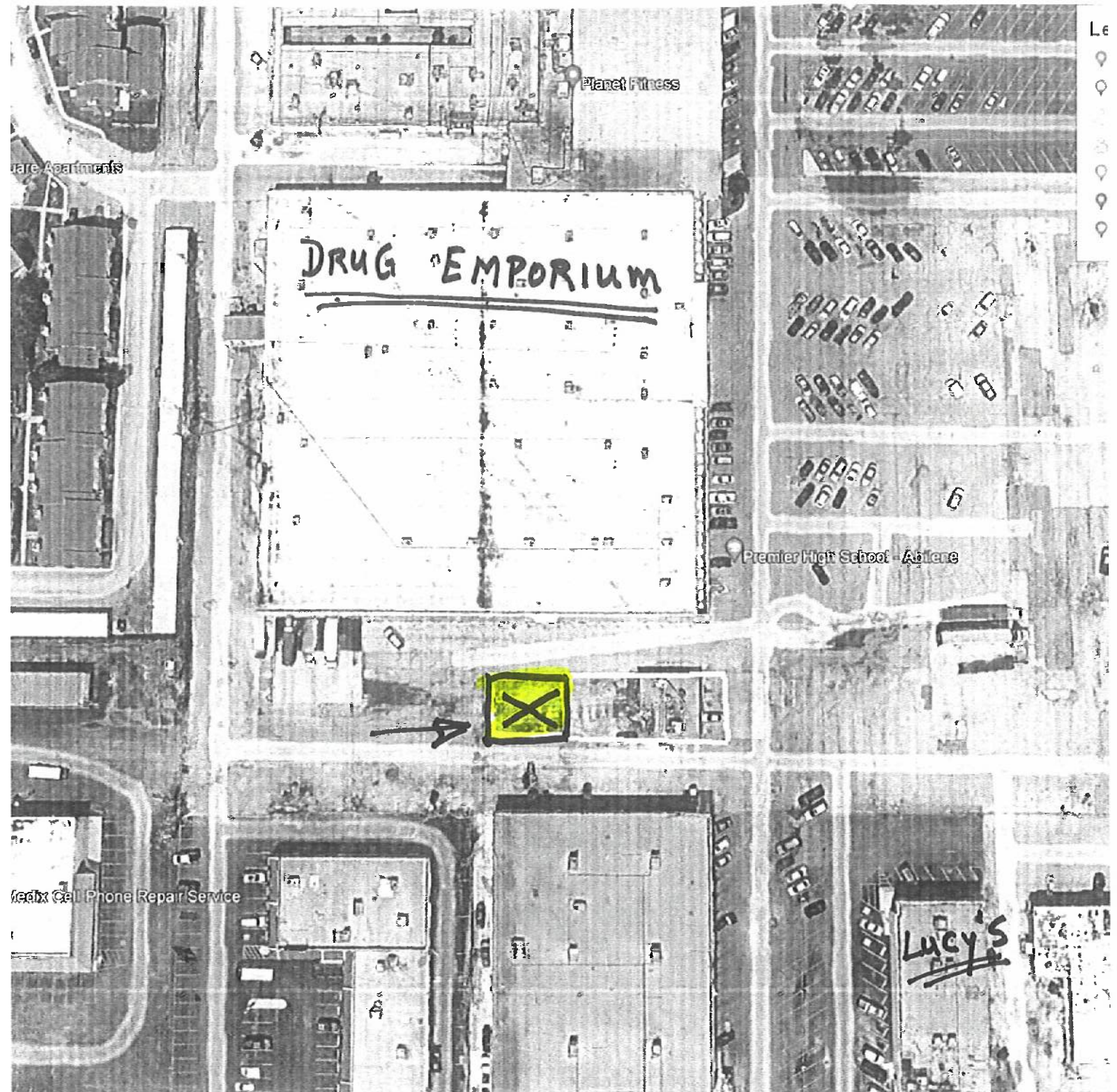


IQI Connected Users near proposed site



© 2023 AT&T Intellectual Property - AT&T Proprietary (Internal Use Only)

Aerial





CONDITIONAL USE PERMIT

Case: CUP-2024-11

Agent: Laddie Galloway

Requests: A Conditional Use Permit to allow a 150’ tall monopole in General Retail (GR) zoning.

Location: 2560 X Barrow Street

Notification: 1 in Favor, 1 in Opposition

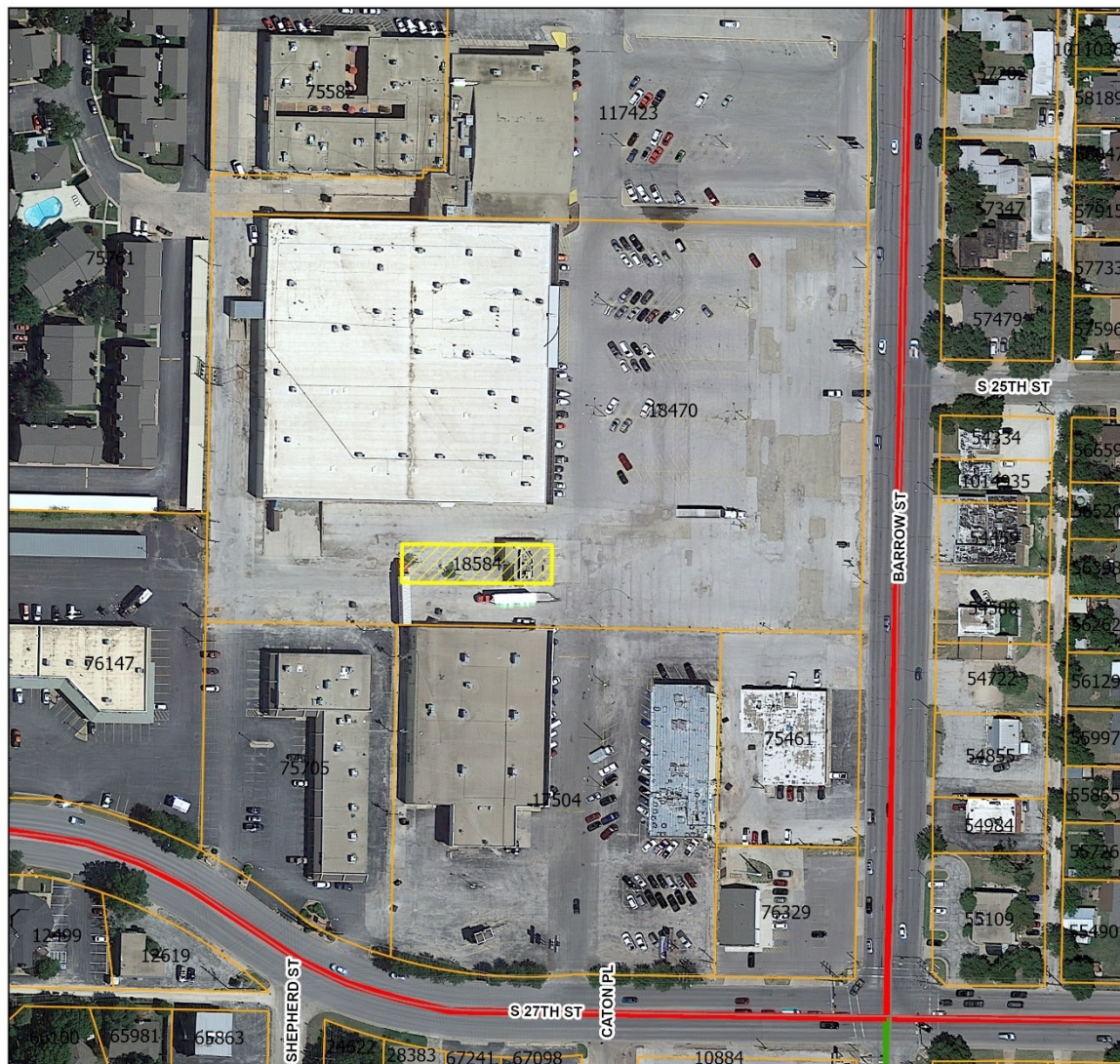
Planning & Zoning: December 3, 2024

Council Hearing: December 19, 2024
January 9, 2025





AERIAL LOCATION MAP

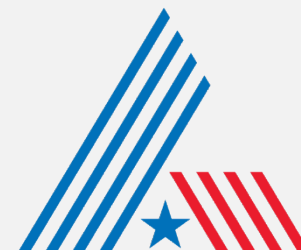


Legend

- CUP-2024-11
- Courier Parcels
- Arterial
- Collector

0.03

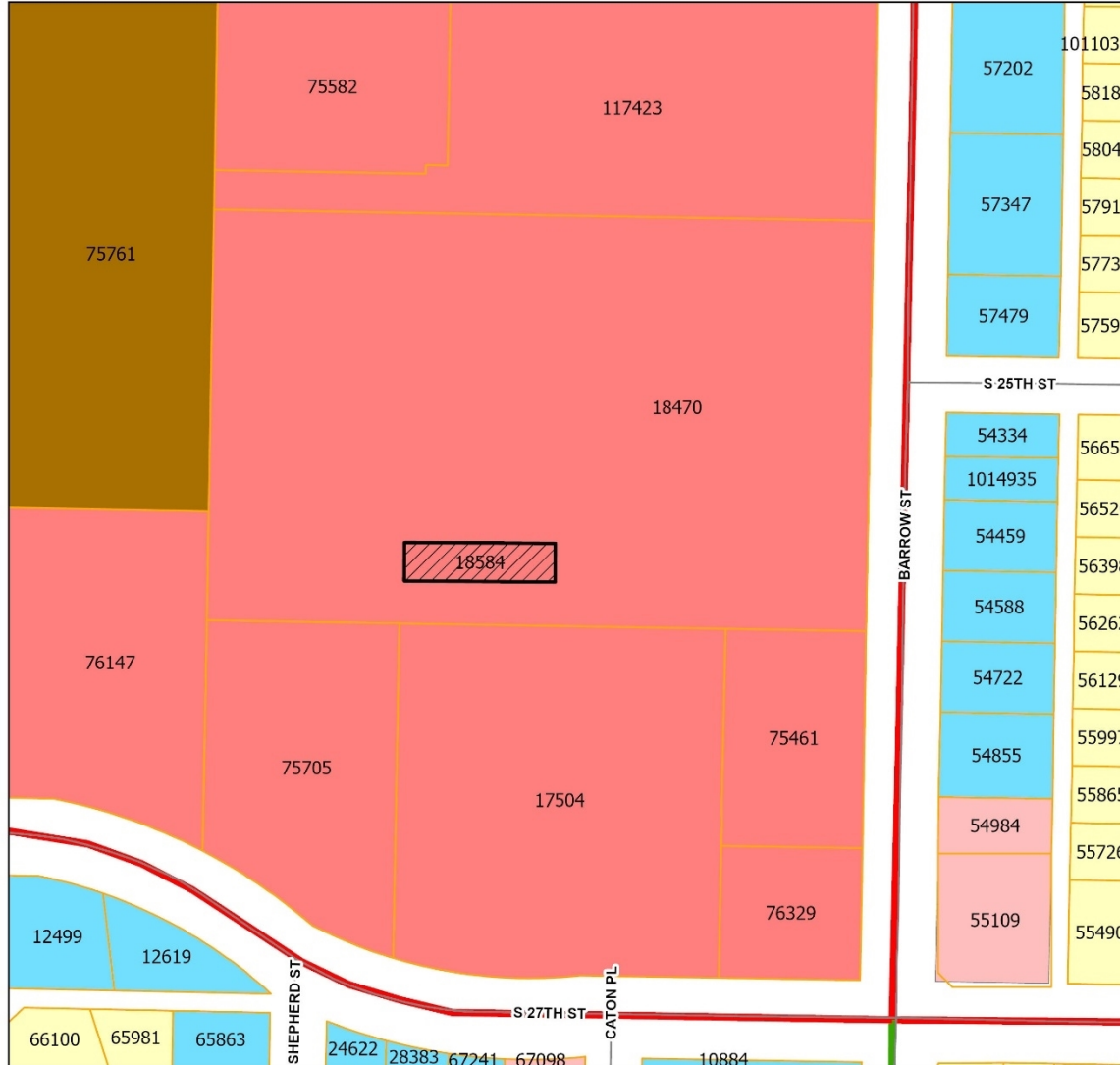
Miles



CITY OF
ABILENE
TEXAS



ZONING MAP

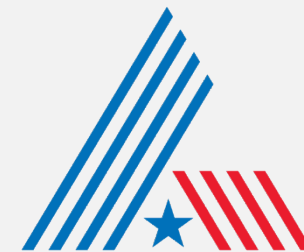


Legend

- CUP-2024-11
- Courier Parcels
- GR (General Retail)
- NR (Neighborhood Retail)
- O (Office)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)
- Arterial
- Collector

0.03

Miles



CITY OF
ABILENE
TEXAS



USES IN GENERAL RETAIL ZONING

RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- C Dwelling – Multiple-Family
- P Dwelling – Single Family Detached
- P Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Day Care Operation – Home Based
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- P Garage Sales
- P Home Occupation
- TP Itinerant Business
- P Manufacturing (incidental)
- TP Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage and parking)
- P Recycling Collection Point
- P Subdivision Sales Office (temporary)
- P Swimming Pools, Private (accessory to residential use)
- P Tennis Courts, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- P Cultural Facilities
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- C Ambulance Service
- P Fire/Police Station
- P Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P Educational and Scientific Research
- P School: Public/Private
- C Trade/Business School
- P University/College

SERVICE:

- P/C Automobile Wash
- C Funeral Home/ Mortuary/Morgue
- P Kennel (Without Outdoor Pens)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Tattoo Parlor
- P Veterinary Service (small animals)

TRADE – RETAIL USES:

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Brew Pub
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (indoor)
- C Retail Sales/Rental (outdoors, non-vehicle)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Antenna Tower- Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





PROPERTY VIEWS





PROPERTY VIEWS

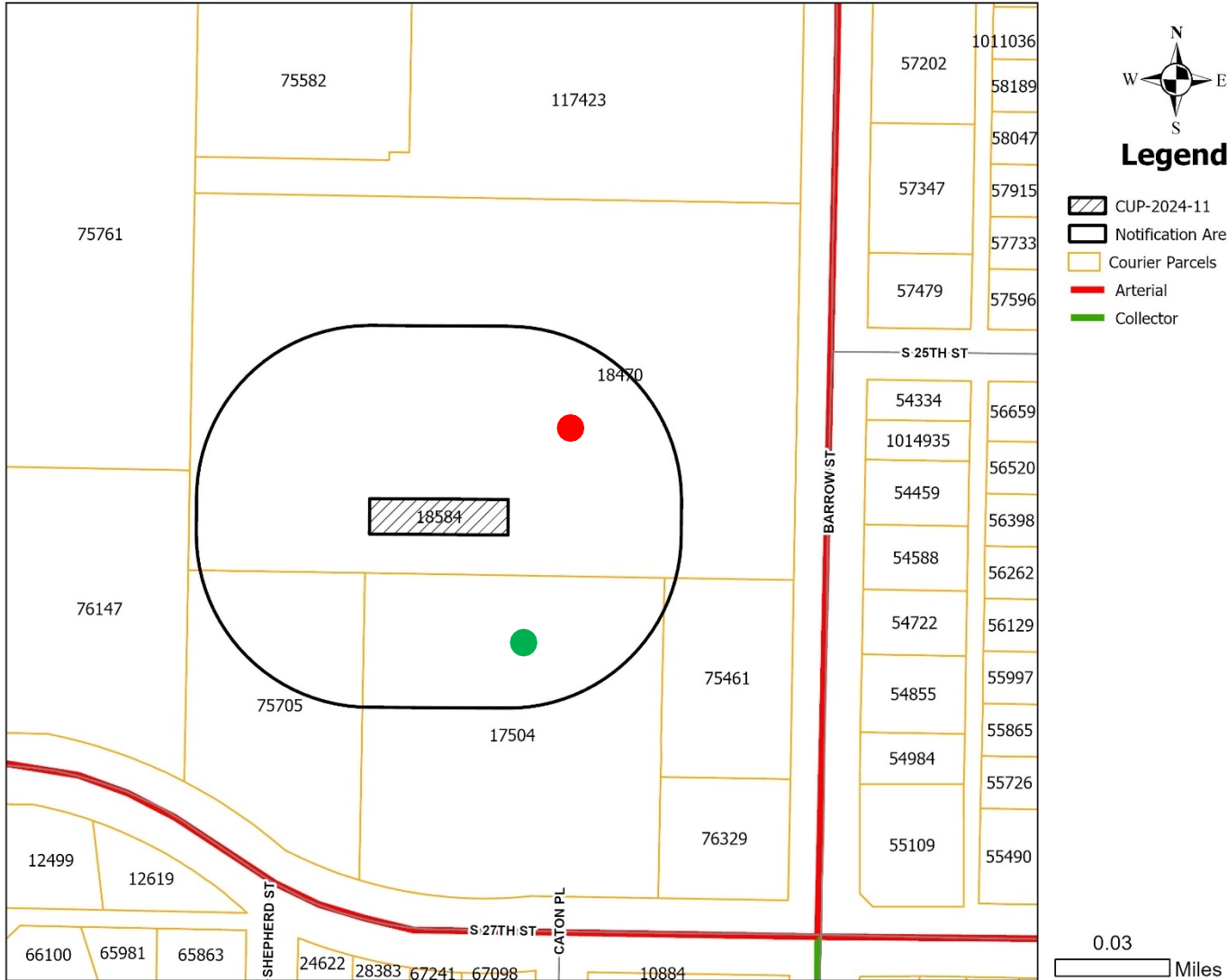


CITY OF
ABILENE
TEXAS

Timemark



NOTIFICATION AREA MAP



1- In Favor- ●
1- Opposed- ●
66.36% Opposed





FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

- The *Comprehensive Plan*;
- The surrounding uses and zoning; and
- The Criteria for Approval in the LDC.

P&Z Recommendation:

The Planning and Zoning Commission recommends **approval**.

*Super Majority vote needed to pass





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **17. Ordinance (First Reading) CUP-2024-12:** Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Apply a Conditional Use Permit to Approximately 2.75 Acres to Allow for a Tattoo Parlor, More Specifically Applied to Building 4, Suite 403. Located at 4601 Antilley Road, Suite 403 *(Tim Littlejohn)*

GENERAL INFORMATION

The applicant is requesting a Conditional Use Permit to allow for a Tattoo Parlor within a Planned Development District (PDD-155).

SPECIAL CONSIDERATIONS

The site was rezoned as a Planned Development (PDD-155) in 2016 to allow Neighborhood Office (NO) zoning and Patio Home (PH) zoning. The existing six buildings on the subject property were constructed in 2019. In 2023 PDD-155 was amended to change the NO zoning to Neighborhood Retail (NR) to allow light retail uses that would be compatible with the residential uses to the south. If this CUP is approved, the scope of approval will be limited to just the single suite shown on the site plan. The Plan of Operation submitted by the applicant indicates that the primary use will be a full-service salon that will also offer fine-line tattoo services as a minor use.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

approval

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. staff report
3. approved site plan (SP-2019-02)
4. plan of operations
5. Concept plans
6. presentation

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 23 of the Land Development Code of the City of Abilene, is hereby amended by approving a Conditional Use Permit (CUP) as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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

PASSED ON FIRST READING the 19th day of December, 2024.

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 November, 2024, 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 9th day of January, 2025, 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 9th day of January, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

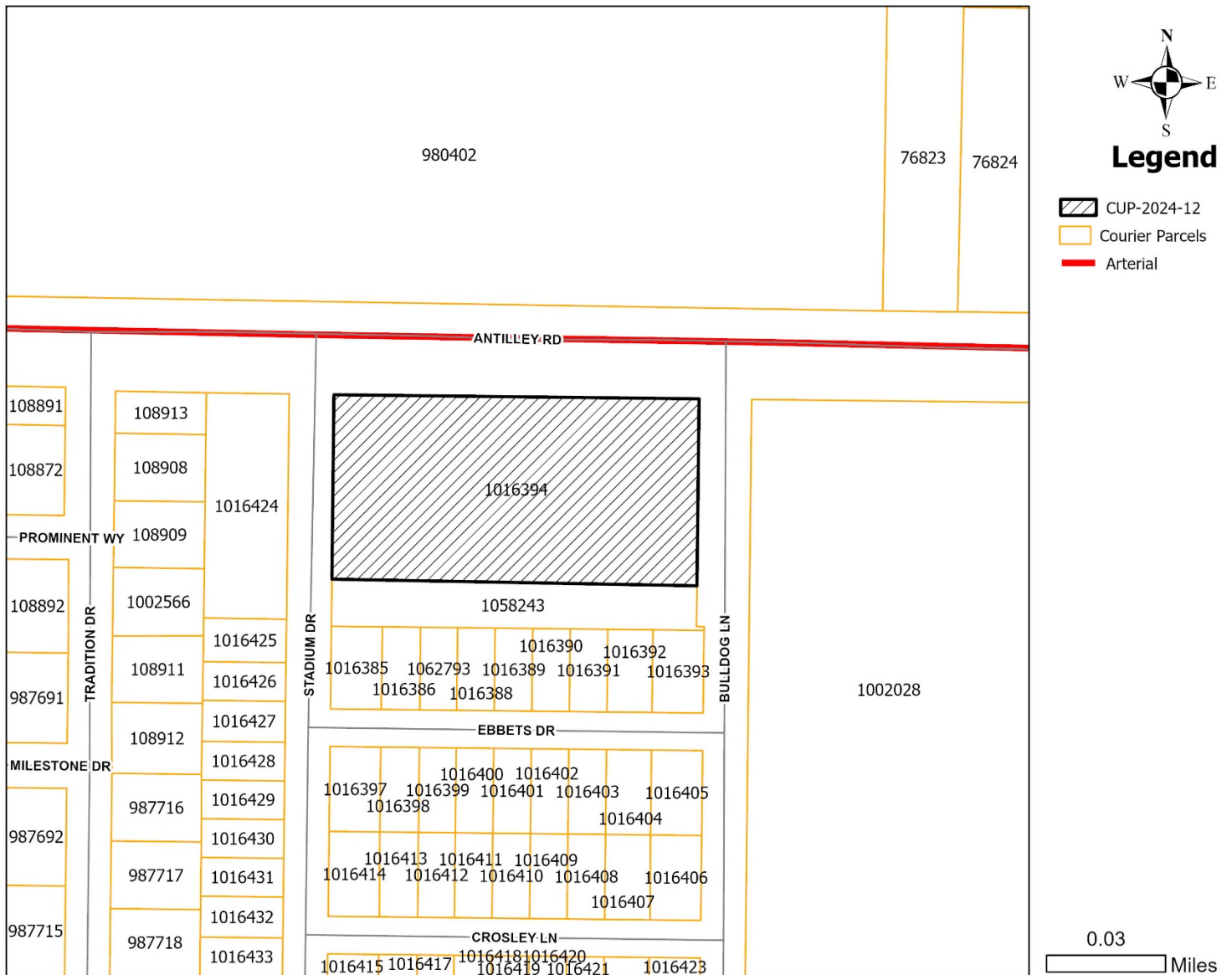
Apply a Conditional Use Permit to approximately 2.75 acres to allow for a Tattoo Parlor in a Planned Development District (PDD-155).

The Conditional Use Permit is subject to:

1. Compliance with the attached Plan of Operation (Exhibit B); and
2. Is limited to Building 4, Suite 403, as shown on the attached Site Plans (Exhibit C).

Legal description being Lot 101, Block A, Section 1 of the Antilley Road West Addition, Abilene, Taylor County, Texas.

Located at 4601 Antilley Road, Suite 403.



Legend

- CUP-2024-12
- Courier Parcels
- Arterial

0.03

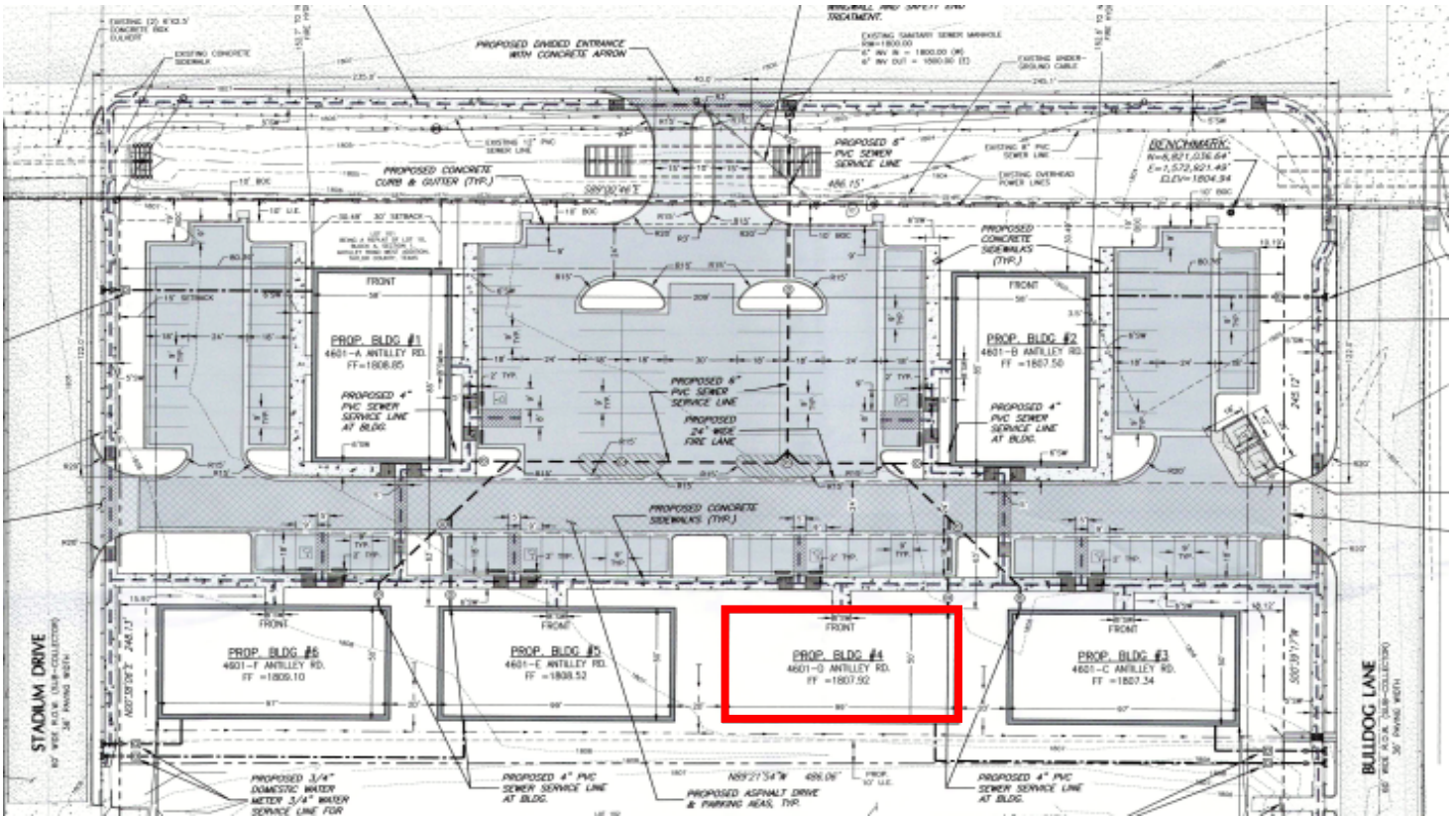
Miles

EXHIBIT B**Plan of Operation for CUP / The Glow Up Parlor**

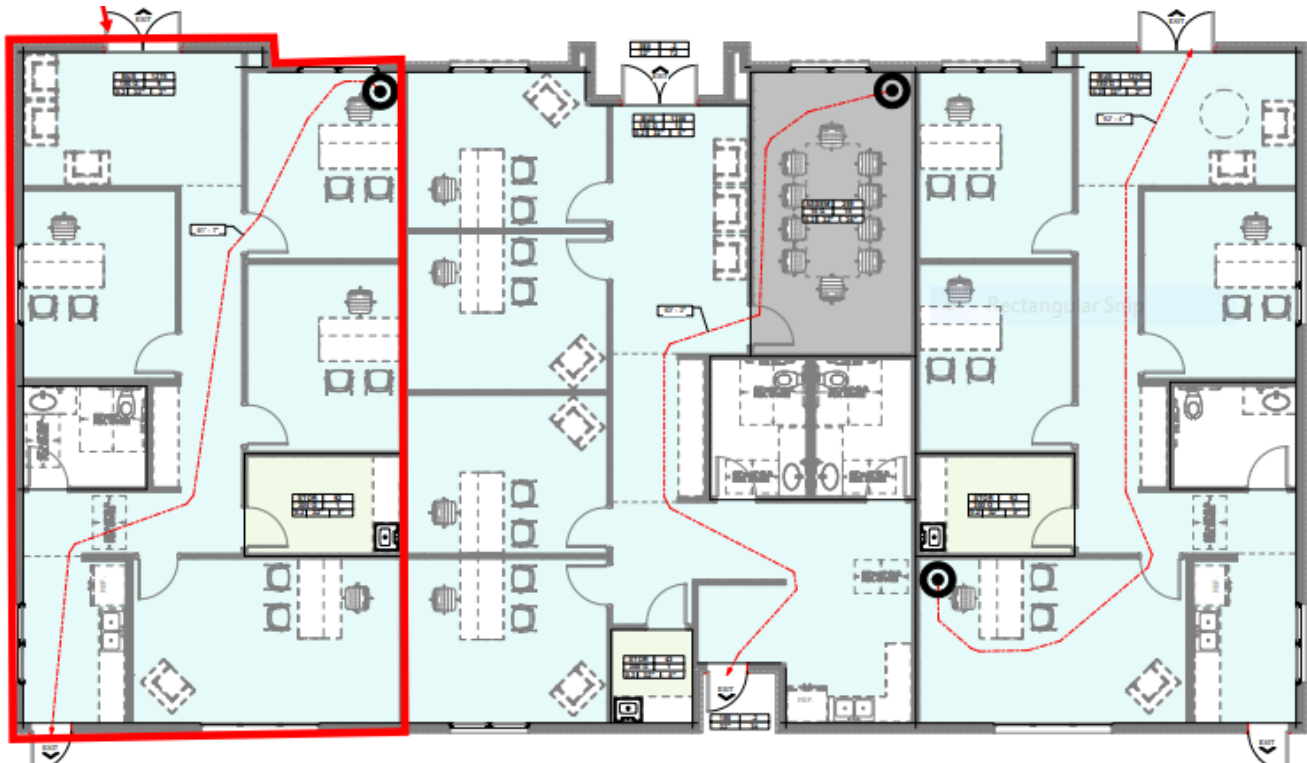
The purpose for this conditional use permit is to be able to perform fine line tattoo as one of the services in a full-service salon. The business is structured as a beauty “parlor” but must be licensed as a full-service salon & tattoo shop. Reason being because even to offer permanent makeup services the shop must have a tattoo “shop license” granted by the department of health, as PMU is done with a tattoo machine and has the same sanitation practices, regulations, and contraindications as permanent makeup. Since permanent makeup is already an allowed service, we are only asking to extend the services a PMU artist is able to offer. Fine line tattoo by beauty industry standards is now considered the newest service of PMU artists. Fine line tattoos are also done with a PMU machine which has a weaker motor than that of a standard tattoo machine. Most traditional tattoo artists don’t even carry the size needle PMU artists use to perform this service, nor do they consider themselves to be in the same industry generally speaking. Tiny tattoo/ fine line artists operate out of a tiny tattoo specialized shop or a full-service salon, as in this case. Tiny/ fine line tattoos are equally as invasive as Botox and injections which is offered at many local salons. Additionally, the business in this instance is considered a beauty salon or beauty “parlor” the name being, The Glow Up Parlor LLC. We are requesting only to be able to offer all services within the defined industry. Given that the business is structured as a beauty business one of the benefits of the name itself is that it does not include tattoo anywhere therefore the general public and surrounding area will not know tattoos are even being performed unless they’re familiar with the business. The business’ other services include esthetician services, lashes, permanent makeup, and spray tan. In the back room where tattoos will be provided the main service will be PMU and tiny tattoo education, making the actual fine line tattoo service itself a very small portion of the business model. In the front of the building will be a waiting room very similar to that of a med spa. It will have beauty products on display as well as athleisure wear available for purchase. For those concerned about the appearance this business in no way will reflect a tattoo shop or give a negative perception of the plaza and will withhold the same aesthetic standard as the neighboring businesses. The business will have normal operating hours besides the potential of some early evening PMU only classes for those that cannot attend in the mornings. The business can guarantee that no fine line tattoo service will be performed after 6pm and the performance of such services will not be visible to the public. Thank you for considering our request. We look forward to the potential of doing business in the community.

EXHIBIT C

BUILDING LOCATION/SITE PLAN



SUITE LOCATION



END

ZONING CASE CUP-2024-12 STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: December 3, 2024
City Council 1st Read: December 19, 2024
City Council 2nd Read: January 9, 2025

Applicant

Owner: KPLB, LLC
Agent: Jacob & Martin

Case Manager

Mason Teegardin – Planner

Request

The applicant is requesting to apply a Conditional Use Permit to approximately 2.75 acres zoned Planned Development District (PDD-155) to allow for a Tattoo Parlor. More specifically applied to Building 4, Suite 403.

Location

The subject property is located at 4601 Antilley Road, Suite 403. Legal description being Lot 101, Block A, Section 1 of the Antilley Road West Addition, Abilene, Taylor County, Texas.

Background

The subject property was annexed into the City in 1980 and is located within the Antilley Road West Subdivision. The site was rezoned as a Planned Development (PDD-155) in 2016 to allow Neighborhood Office (NO) zoning and Patio Home (PH) zoning. The existing six buildings on the subject property were constructed in 2019.

In 2023 PDD-155 was amended to change the NO zoning to Neighborhood Retail (NR) to allow light retail uses that would be compatible with the residential uses to the south. The NR district allows tattoo parlors subject to the approval of a Conditional Use Permit (CUP).

The applicant requests a CUP to allow a tattoo parlor in one suite of one of the existing buildings, as shown in the site plan attached with this report. If this CUP is approved, the scope of approval will be limited to just the single suite shown on the site plan. The Plan of Operation submitted by the applicant indicates that the primary use will be a full-service salon that will also offer fine-line tattoo services as a minor use.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	AO	Wylie High School
East	MF	Apartment Complex
South	PD-155	Patio Homes
West	PD-155	Office Building & Patio Homes

Criteria Assessment

Staff have reviewed the request based upon the factors established in Section 1.4.3.5, Criteria for Approval of the Land Development Code. These factors are identified and addressed below:

1. **The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.**

The proposed request is consistent with the Comprehensive Plan and Future Land Use Map.

2. **The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**

The proposed request is consistent with the spirit and intent of PDD-155.

3. **The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.**

The proposed use is compatible with surrounding development and will not create adverse impacts regarding traffic, noise, or visual nuisances.

4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**

The proposed use will not generate additional pedestrian or vehicular traffic than any other light retail use.

5. **The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.**

The proposed use does not generate a level of traffic that would adversely affect the existing road network in the vicinity of the subject site.

6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**

The proposed use will not generate any adverse effect on any adjacent properties.

7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**

The proposed use complies with the Neighborhood Retail standards and is compatible with the surrounding uses at this location.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval** of the Conditional Use Permit, subject to the submitted site plan and Plan of Operation.

Attachments

- PowerPoint Presentation
- Site Plan
- Plan of Operation
- Suite Location/Floor Plan

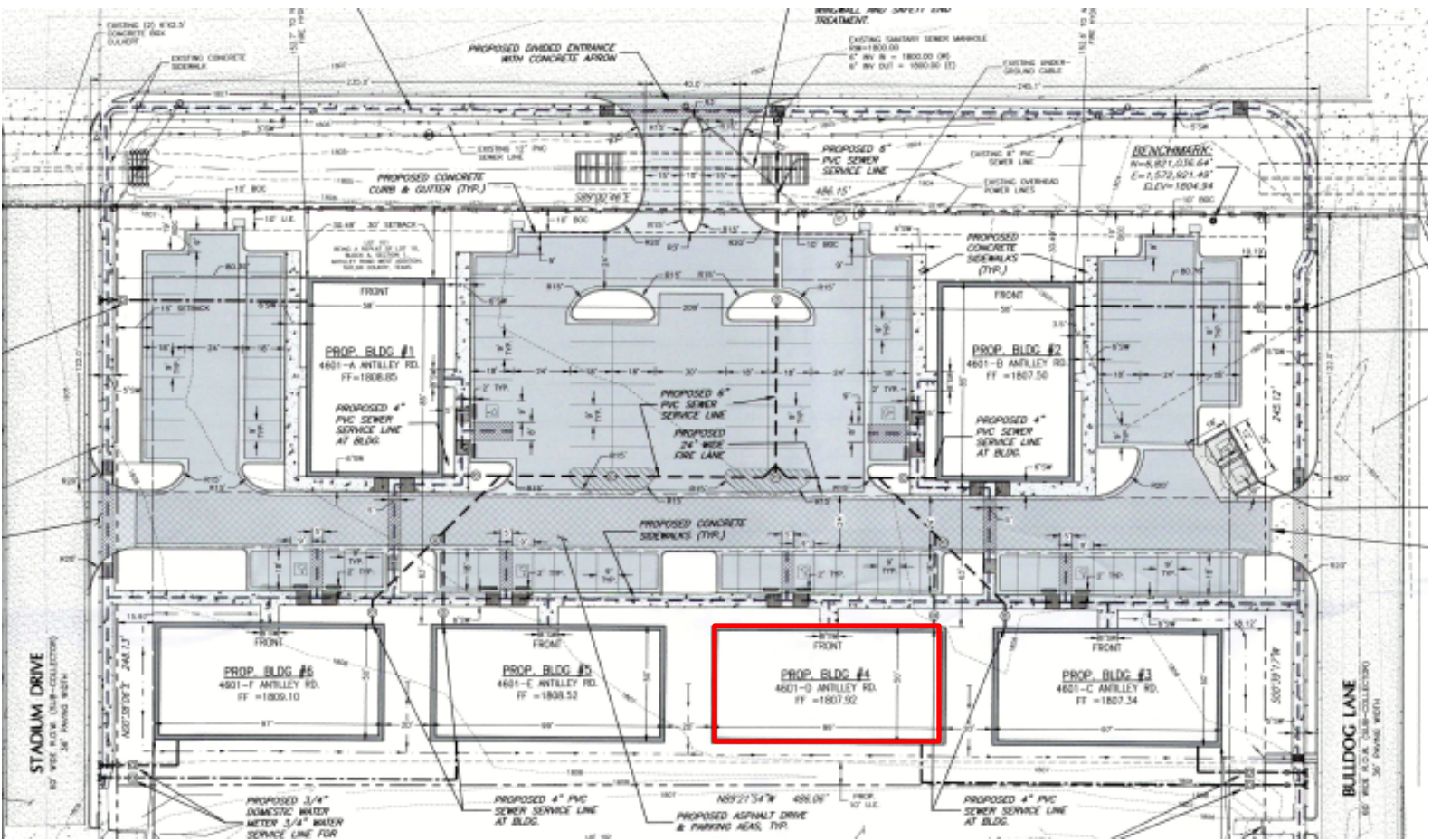
Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on November 15, 2024, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

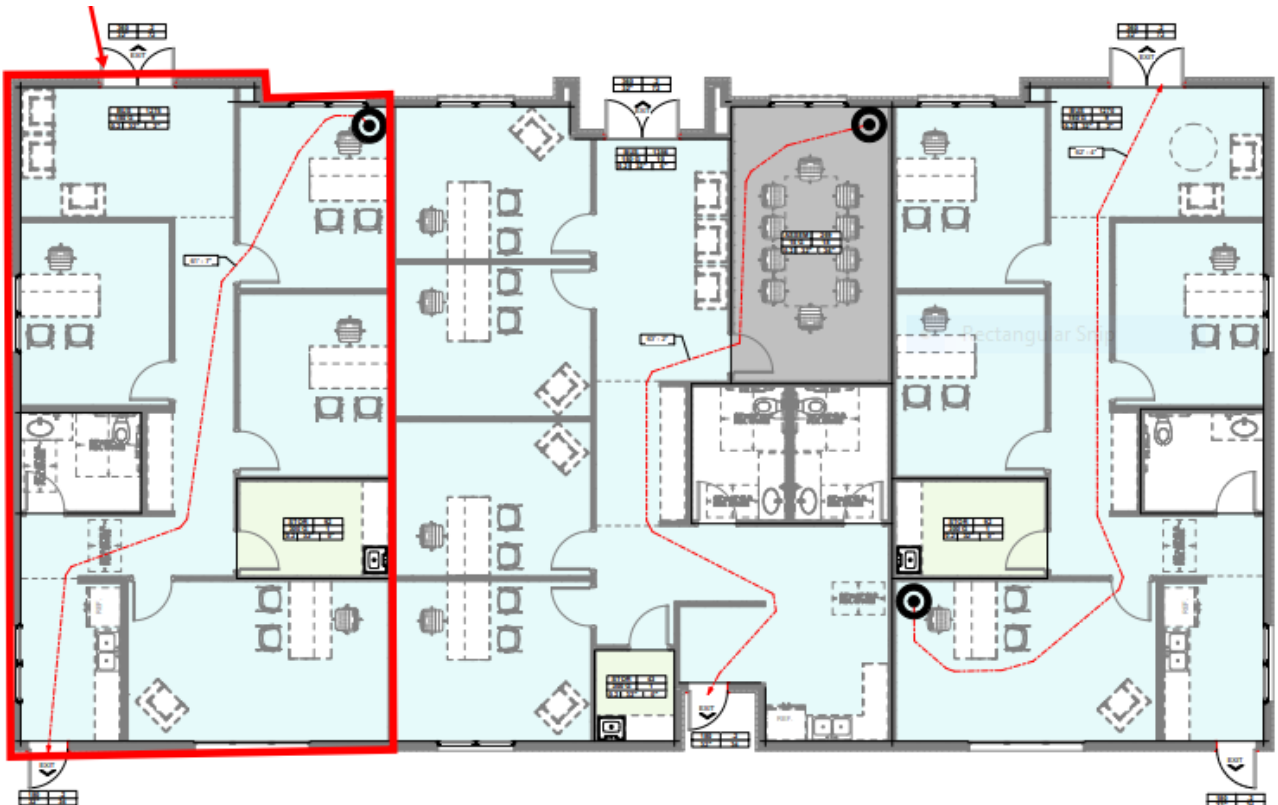
Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
BONDOC ARTHUR S & IVY	1016392	4510 EBBETS DR	
C L B TRIBE INC	108913	4849 ANTILLEY RD	
COLE J DIANE	1016427	6302 STADIUM DR	
COLEYSQUARED MANAGEMENT LLC	1016424	4725 ANTILLEY RD	
CRAMER CAITLIN M	1062793	4610 EBBETS DR	O
DACO AILEEN JAN	1016386	4618 EBBETS DR	
FOX SHEILA	1016385	4626 EBBETS DR	
GARRISON DAVID & SUSAN	1016393	4502 EBBETS DR	
GORDON ANDRE STEVEN	1016391	4518 EBBETS DR	
GUERRA ELIAS SR & CORINA	108908	6201 TRADITION DR	
HIGH COUNTRY RENTALS LLC	1016425	6242 STADIUM DR	
JACKSON WILLIAM L & SARAH E	1016388	4602 EBBETS DR	
JORDAN CONNER & TAYLER	1016426	6250 STADIUM DR	
KENNEY RUTH	1016389	4534 EBBETS DR	
KPLB LLC	1016394	4601 ANTILLEY RD	
KPLB LLC	1058243		
RALEY BRADLEY & KAYLEY	1016390	4526 EBBETS DR	
RICHARDS SANDRA Q	108909	6209 TRADITION DR	
TIGRIS XIII LTD	1002028	4333 ANTILLEY RD APT 2101	
TRAN HA THU	1002566	6217 TRADITION DR	
VILLARREAL EDUARDO & KRYSTAL	108911	6225 TRADITION DR	
WYLIE IND SCHOOL DIST	980402	4502 ANTILLEY RD	
WYLIE IND SCHOOL DIST	980402	4834 ANTILLEY RD	

BUILDING LOCATION/SITE PLAN



SUITE LOCATION

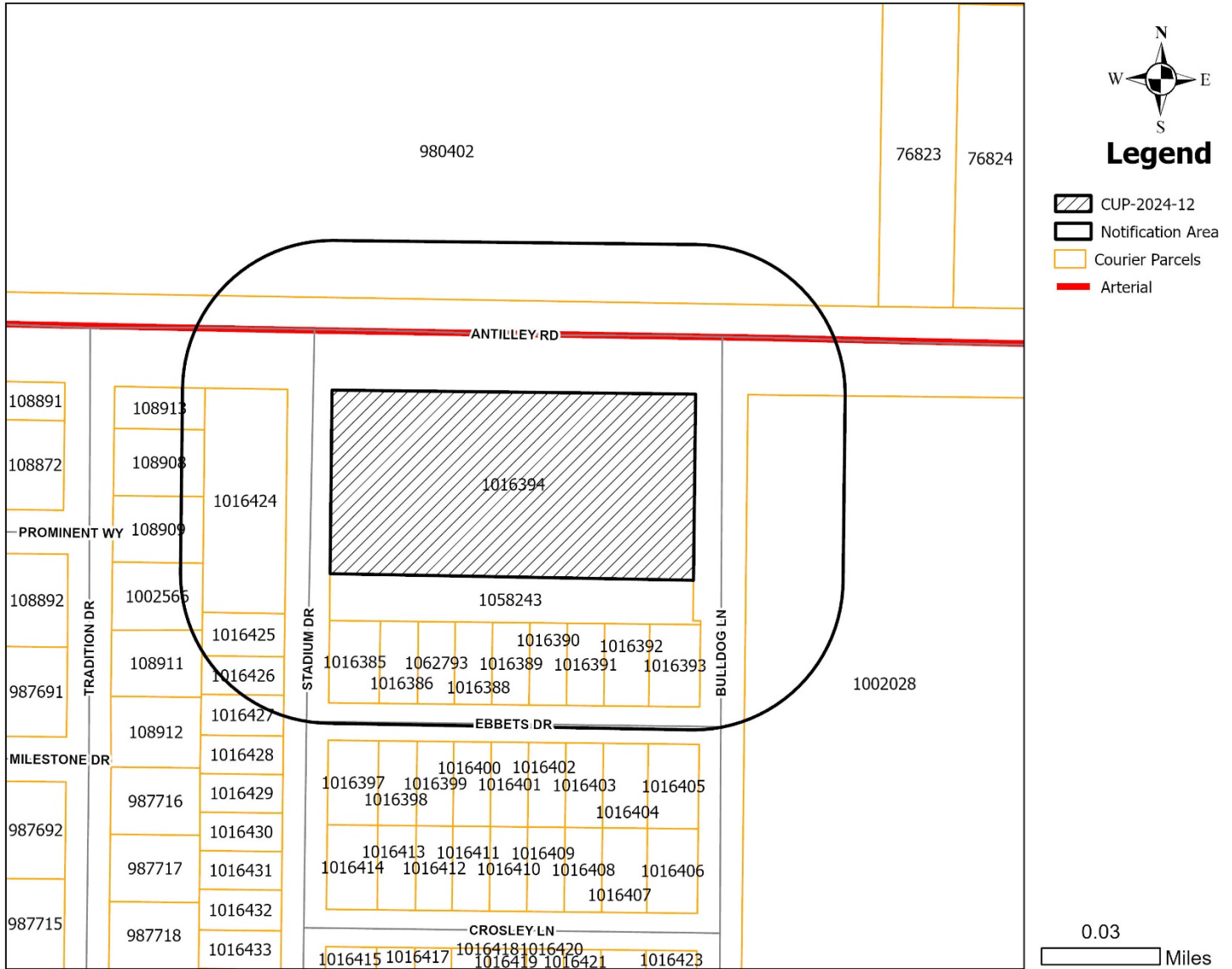


PLAN OF OPERATION

Plan of Operation for CUP / The Glow Up Parlor

The purpose for this conditional use permit is to be able to perform fine line tattoo as one of the services in a full-service salon. The business is structured as a beauty “parlor” but must be licensed as a full-service salon & tattoo shop. Reason being because even to offer permanent makeup services the shop must have a tattoo “shop license” granted by the department of health, as PMU is done with a tattoo machine and has the same sanitation practices, regulations, and contraindications as permanent makeup. Since permanent makeup is already an allowed service, we are only asking to extend the services a PMU artist is able to offer. Fine line tattoo by beauty industry standards is now considered the newest service of PMU artists. Fine line tattoos are also done with a PMU machine which has a weaker motor than that of a standard tattoo machine. Most traditional tattoo artists don’t even carry the size needle PMU artists use to perform this service, nor do they consider themselves to be in the same industry generally speaking. Tiny tattoo/ fine line artists operate out of a tiny tattoo specialized shop or a full-service salon, as in this case. Tiny/ fine line tattoos are equally as invasive as Botox and injections which is offered at many local salons. Additionally, the business in this instance is considered a beauty salon or beauty “parlor” the name being, The Glow Up Parlor LLC. We are requesting only to be able to offer all services within the defined industry. Given that the business is structured as a beauty business one of the benefits of the name itself is that it does not include tattoo anywhere therefore the general public and surrounding area will not know tattoos are even being performed unless they’re familiar with the business. The business’ other services include esthetician services, lashes, permanent makeup, and spray tan. In the back room where tattoos will be provided the main service will be PMU and tiny tattoo education, making the actual fine line tattoo service itself a very small portion of the business model. In the front of the building will be a waiting room very similar to that of a med spa. It will have beauty products on display as well as athleisure wear available for purchase. For those concerned about the appearance this business in no way will reflect a tattoo shop or give a negative perception of the plaza and will withhold the same aesthetic standard as the neighboring businesses. The business will have normal operating hours besides the potential of some early evening PMU only classes for those that cannot attend in the mornings. The business can guarantee that no fine line tattoo service will be performed after 6pm and the performance of such services will not be visible to the public. Thank you for considering our request. We look forward to the potential of doing business in the community.

NOTIFICATION MAP

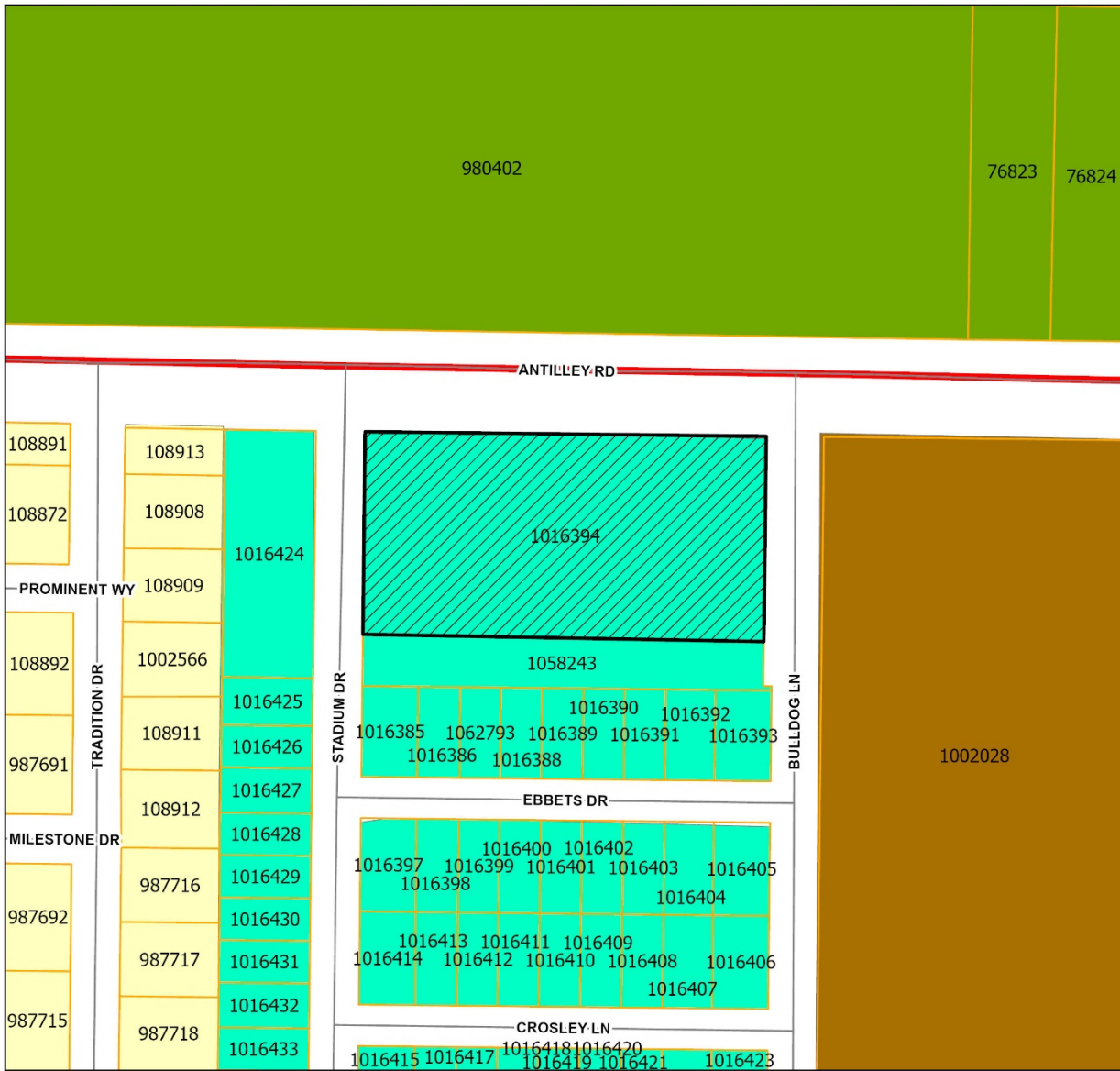


This is an aerial map of a residential neighborhood. A large, rectangular lot in the center is outlined in yellow and labeled with the number 1016394. This lot is situated between Stadium Dr to the west and Ebbets Dr to the east. To the north of Stadium Dr is Antilley Rd, which is highlighted with a red line. To the south of Ebbets Dr is Crosley Ln. The map shows numerous other residential lots, many of which are labeled with their respective lot numbers. To the west of Stadium Dr, lot numbers include 108891, 108872, 108913, 108908, 108909, 108892, 1002566, 108911, 108912, 987691, 987692, and 987715. To the east of Stadium Dr, lot numbers include 1058243, 1016390, 1016392, 1016385, 1062793, 1016386, 1016388, 1016391, 1016893, 1002028, 1016400, 1016402, 1016397, 1016399, 1016401, 1016403, 1016405, 1016404, 1016413, 1016411, 1016409, 1016414, 1016412, 1016410, 1016408, 1016406, 1016407, 1016415, 1016417, 1016418, 1016420, 1016419, 1016421, and 1016423. The map also shows a large parking lot at the top, a sports field labeled 'BULLDOGS' to the northeast, and various other residential structures and landscaping.



- 0.03 Miles

ZONING MAP

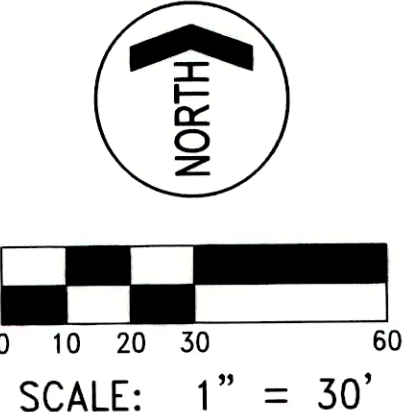
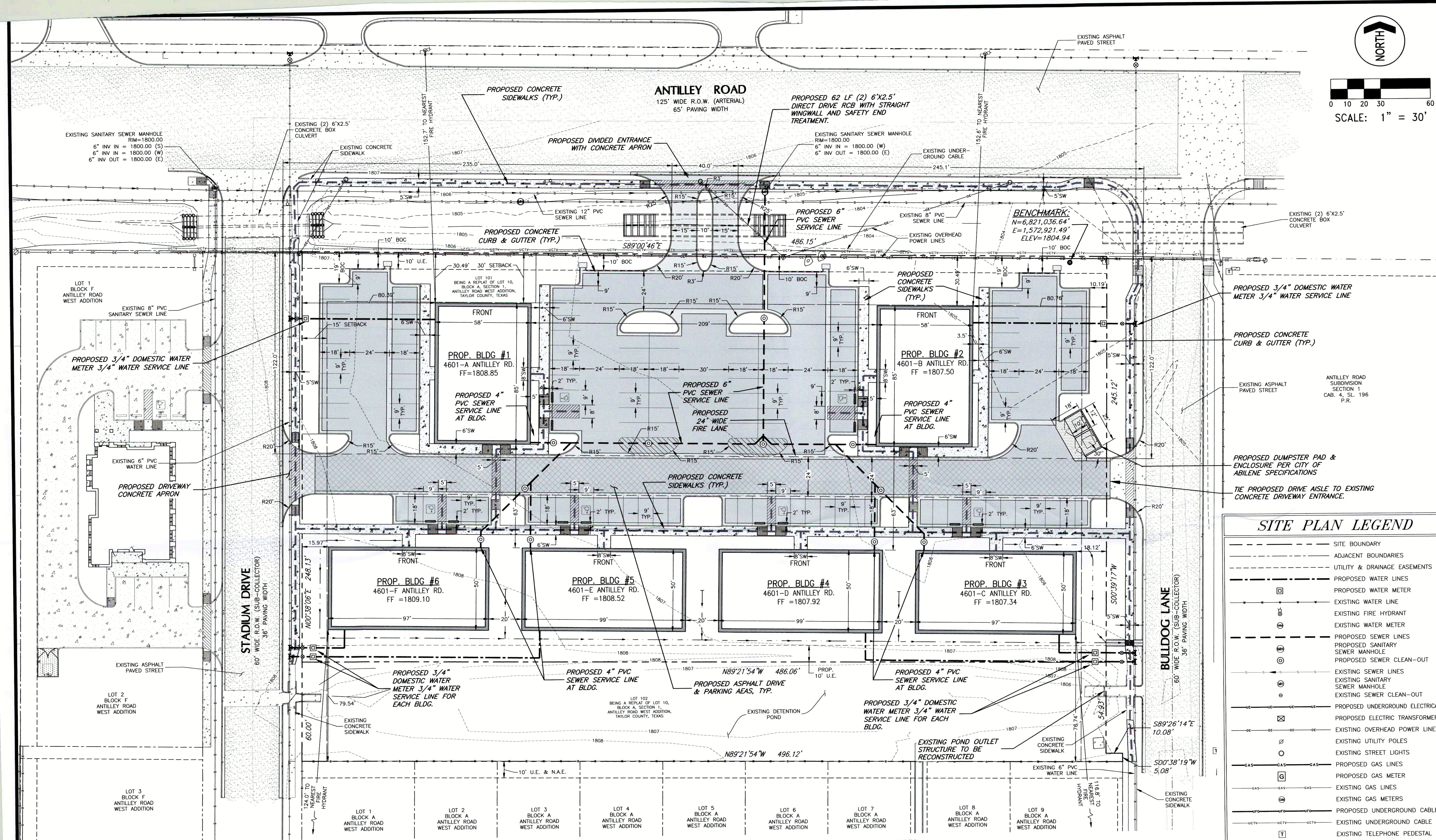


Legend

- CUP-2024-12
- Courier Parcels
- PD (Planned Development)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- Arterial

0.03

Miles



SITE PLAN NOTES:

- PROPOSED USE FOR SITE IS "OFFICE". ADDRESS OF SITE IS 4601 ANTILLEY ROAD.
- EXISTING ZONING FOR SITE IS "PD" WITH "NO" UNDERLYING.
- THE MINIMUM REQUIRED PARKING IS 1 BAY PER 500 SQ.FT PER BUILDING. THERE ARE 6 BUILDINGS PROPOSED FOR THIS SITE. MINIMUM PARKING REQUIRED IS 10 SPACES PER BUILDING OR 60 SPACE FOR THE SITE. A TOTAL OF 119 PARKING BAYS ARE PROVIDED, 6 OF WHICH ARE ADA ACCESSIBLE, 2 OF WHICH ARE VAN ACCESSIBLE.
- OVERALL HEIGHT OF THE BUILDINGS IS 25'-0".
- ALL SURFACES ON THIS SITE WILL BE PROPOSED, ALL AREAS NOT COVERED BY BUILDING FOOTPRINTS OR PAVING WILL BE LANDSCAPED AREAS.
- SURFACE FOR ALL PARKING & MANEUVERING AREAS SHALL BE ASPHALT OR CONCRETE.
- NO EXISTING DRIVEWAYS WILL BE CLOSED; ONE EXISTING DRIVEWAY WILL BE UTILIZED.
- PROPOSED SIDEWALKS ON THIS SITE ARE ACCESSIBLE.
- ACCESSIBLE ROUTES INCLUDE ALL ACCESSIBLE SIDEWALKS AS WELL AS THE PROPOSED SIDEWALK RAMPS AND PEDESTRIAN CROSSINGS AT THESE RAMPS.

- NO PORTION OF THIS DEVELOPMENT SITE LIES WITHIN THE 100-YEAR FLOODPLAIN ACCORDING TO FEMA FIRM MAPS 48441-C-0331-F & 48441-C-0332-F (JANUARY 6, 2012).
- ALL OUTDOOR LIGHTING SHALL MEET CITY OF ABILENE REQUIREMENTS AND ALL OUTDOOR LIGHTING FIXTURES SHALL BE FULLY SHIELDED.
- ALL DRIVEWAYS, SIDEWALKS & SIDEWALK RAMPS MUST BE PERMITTED THROUGH THE CITY OF ABILENE ENGINEERING OFFICE. (325-676-6281).
- A SWPPP SHALL BE PREPARED AND EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- MECHANICAL EQUIPMENT (EXCLUDING ROOF-MOUNTED EQUIPMENT) SHALL BE SCREENED FROM VIEW FROM STREETS AND PARKING LOTS.
- INTERNET, TELEPHONE AND CABLE PROVIDERS AS WELL AS IRRIGATION CONTRACTORS SHALL COORDINATE INSTALLATION OF NECESSARY CONDUIT PRIOR TO PLACEMENT OF PAVING.
- THE CONTRACTOR SHALL PROVIDE WATER METER BOXES FOR EACH WATER SERVICE CONNECTION DETAILED ON THE PLANS. FOR WATER METER SIZES 1.5" TO 2", THE CONTRACTOR SHALL SUPPLY A BASS AND HAYS BH-1527 (AMI COMPATIBLE) WATER

- METER BOX LID AND PMSBOF 1527-12 WATER METER BOX, OR A EAST JORDAN IRON WORKS PRODUCT NUMBER 32131364 (AMI COMPATIBLE) WATER METER BOX LID AND PRODUCT NUMBER 38001527 WATER METER BOX, OR EQUIVALENT.
- FOR WATER METER SIZES 5/8" TO 1", THE CONTRACTOR SHALL SUPPLY A BASS AND HAYS BH-1324 AMR LID WATER METER BOX LID AND PMSBOF 1324-12 WATER METER BOX, OR AN EAST JORDAN IRON WORKS PRODUCT NUMBER 32131365 (AMI COMPATIBLE) 1324 WATER METER BOX LID AND PRODUCT NUMBER 32414001W WATER METER BOX, OR EQUIVALENT.

LANDSCAPING NOTES:

- TOTAL AREA OF THE SITE IS 149,099 SQ.FT. (3.423 ACRES).
- TOTAL LANDSCAPED AREA WITHIN THE SITE IS 61,580 SQ.FT. OR 41.3%.
- THE REQUIRED 10' WIDE LANDSCAPE STRIP (10,845 SQ.FT.) ALONG ANTILLEY ROAD, BULLDOG LANE & STADIUM DRIVE WILL BE PROVIDED. 15% OF THE AREA BETWEEN THE FAÇADE OF THE BUILDING AND THE STREET R.O.W. IS REQUIRED TO BE LANDSCAPED. TOTAL AREA BETWEEN THE BUILDING FAÇADE AND THE R.O.W. = 43,081 SQ.FT.; 17,985 SQ.FT. OR 41.7% WILL BE LANDSCAPED.
- THE TOTAL REQUIRED LANDSCAPED AREA IS 6,462 SQ.FT.; AT 1 TREE AND 3 SHRUBS MINIMUM PER 500 SQ.FT. OF REQUIRED LANDSCAPED AREA, A MINIMUM OF 13 TREES AND 39 SHRUBS WILL BE PROVIDED BETWEEN THE BUILDING FAÇADE AND R.O.W.
- 1 STREET TREE PER 60' OF FRONTAGE ARE REQUIRED ALONG ANTILLEY ROAD, FOR 486.15' FRONTAGE, A MINIMUM OF 9 STREET TREES ARE REQUIRED.
- ANY REQUIRED IRRIGATION SYSTEM WILL BE PROVIDED.
- TOTAL IMPERVIOUS AREA WITHIN THE SITE IS 87,519 SQ.FT. (2.009 ACRES).

DIMENSIONAL CONTROL NOTES:

- ALL DIMENSIONS SHOWN ARE FROM FACE OF CURB, BEGINNING & END OF CURVE RADII, AND EDGE OF BUILDING FOUNDATION UNLESS OTHERWISE NOTED. WIDTH OF SIDEWALK ADJACENT TO CURB ARE MEASURED FROM BACK OF CURB.
- CURBS ARE NOMINAL 6" WIDE, THEREFORE THE BACK OF CURB IS 0.50' FROM FACE OF CURB.
- ALL COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, NAD83 AND GPS OBSERVATIONS. ELEVATION DATUM IS NAVD88. DISTANCES CAN BE CONVERTED TO SURFACE BY MULTIPLYING EACH BY THE COMBINED SCALE FACTOR OF 1.000139778.

BUILDING SUMMARY				
BLDG NO.	AREA SQ.FT.	HEIGHT	SUITE	PARKING REQ'D
1	4,930	25'	A	10
2	4,930	25'	B	10
3	4,850	25'	C	10
4	4,950	25'	D	10
5	4,950	25'	E	10
6	4,850	25'	F	10
TOTALS	29,460			60

SITE PLAN LEGEND	
	SITE BOUNDARY
	ADJACENT BOUNDARIES
	UTILITY & DRAINAGE EASEMENTS
	PROPOSED WATER LINES
	PROPOSED WATER METER
	EXISTING WATER LINE
	EXISTING FIRE HYDRANT
	EXISTING WATER METER
	PROPOSED SEWER LINES
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SEWER CLEAN-OUT
	EXISTING SEWER LINES
	EXISTING SANITARY SEWER MANHOLE
	EXISTING SEWER CLEAN-OUT
	PROPOSED UNDERGROUND ELECTRICAL
	PROPOSED ELECTRIC TRANSFORMER
	EXISTING OVERHEAD POWER LINES
	EXISTING UTILITY POLES
	EXISTING STREET LIGHTS
	PROPOSED GAS LINES
	PROPOSED GAS METER
	EXISTING GAS LINES
	EXISTING GAS METERS
	PROPOSED UNDERGROUND CABLE
	EXISTING UNDERGROUND CABLE
	EXISTING TELEPHONE PEDESTAL
	PROPOSED ACCESSIBLE ROUTE
	HANDICAP ACCESSIBLE PARKING
	PROPOSED ACCESSIBLE CURB RAMP
	PROPOSED WHEEL STOP
	EXISTING ASPHALT PAVING
	EXISTING CONCRETE PAVING
	PROPOSED CONCRETE PAVING
	PROPOSED ASPHALT PAVING
	PROPOSED CONCRETE SIDEWALKS
	EXISTING CONTOURS

3465 CURRY LANE
ABILENE, TX 79606
325-695-1070

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

FIRM# F-2448

JACOB MARTIN

KYLE PAUL

ANTILLEY WEST OFFICE PARK

SITE PLAN

DATE: _____

NO. _____

REVISION _____

SCALE: 1" = 30'

PROJECT # 13469

DESIGNED: _____

DRAWN: _____

CHECKED: _____

T.F. _____

SHEET C1.0

SEQ. 1 OF 1

CITY OF ABILENE
SITE PLAN APPROVED

Building Inspections
Planning Services
Engineering
Solid Waste Services
Stormwater
Traffic Services
Water Utilities
Other: Fire Marshall

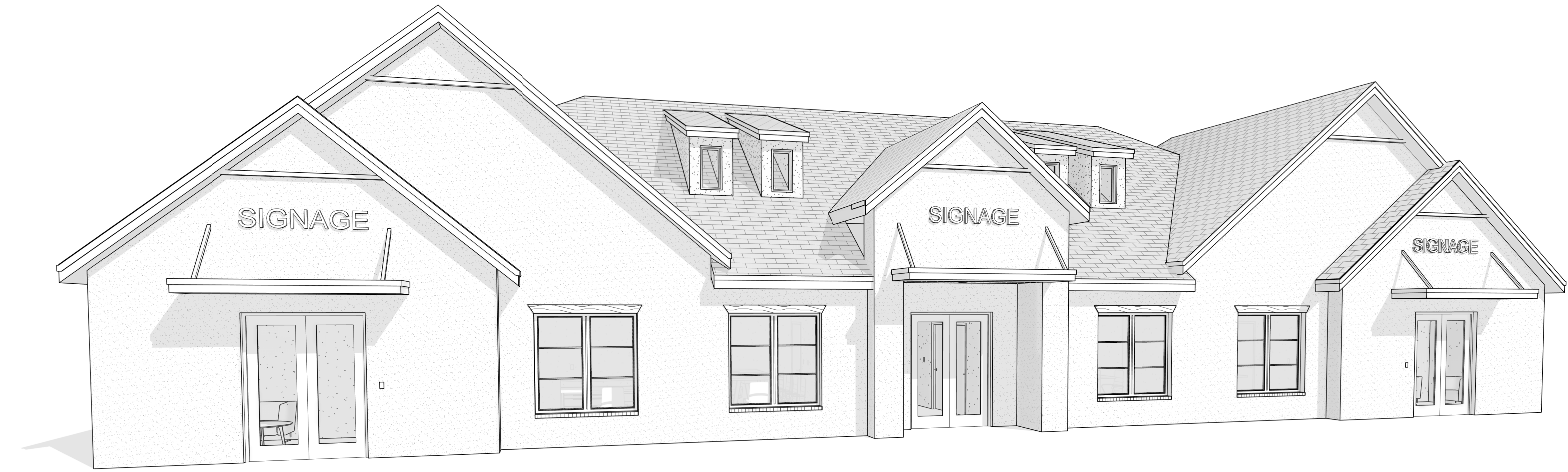
SP-2019-02
Number _____

4/24/19
Date _____

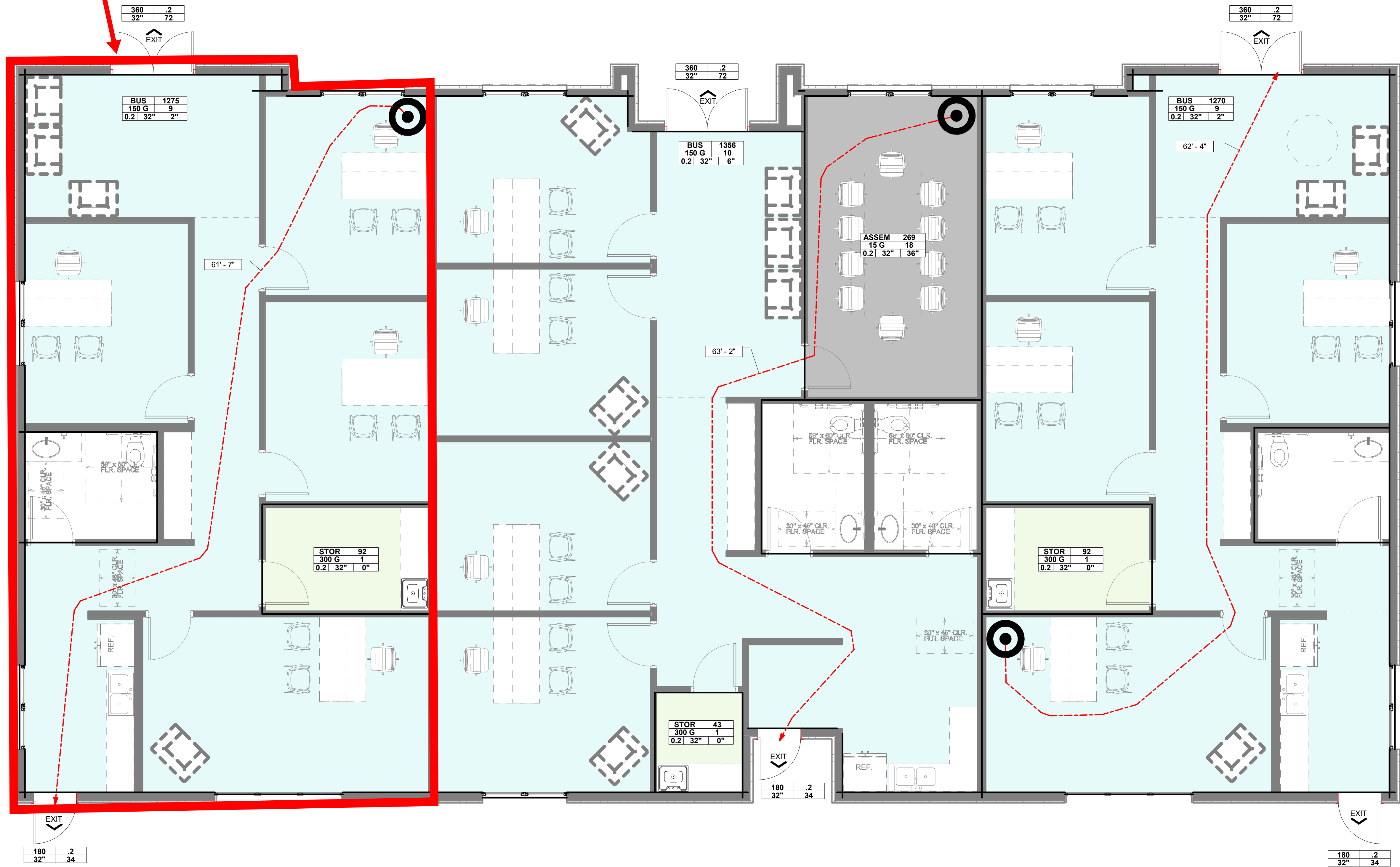
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03.08.2023



LIMITS OF CUP APPLICATION IN RED



1 FIRST FLOOR
1/4" = 1'-0"

LEGEND

EXIT

EGRESS EXIT REQUIRED

ABBREVIATIONS

200'

EW=36"

GSF

NSF

FEC

FEB

TD

CPOT

(M)DBE

QL

DISTANCE BETWEEN EXITS

EXIT WIDTH PROVIDED AT SPECIFIC EXIT

GROSS SQUARE FOOT

NET SQUARE FOOT

FIRE EXTINGUISHER CABINET

FIRE EXTINGUISHER ON BRACKET

TRAVEL DISTANCE

COMMON PATH OF TRAVEL

(MINIMUM) DISTANCE BETWEEN EXITS

OCCUPANT LOAD

EGRESS PATH, TRAVEL DISTANCE AND COMMON PATH

STATED TRAVEL DISTANCE

STATED COMMON PATH

COMMON PATH

TRAVEL DISTANCE

FUNCTION OF SPACE (TABLE 1004.1.2)

TOTAL FLOOR AREA (SF)

CALCULATED OCCUPANT LOAD OF SPACE

EGRESS WIDTH PROVIDED (INCHES)

MINIMUM EGRESS WIDTH REQUIRED (INCHES)

EGRESS WIDTH FACTOR (SECTION 1005.3.1 FOR STAIRS; 1005.3.2 FOR OTHERS)

FLOOR AREA (SF) PER OCCUPANT (TABLE 1004.1.2)

TOTAL OCCUPANT LOAD PER EXIT

EGRESS WIDTH FACTOR (SECTION 1005.3.1 FOR STAIRS; 1005.3.2 FOR OTHERS)

EGRESS WIDTH PROVIDED (INCHES)

MINIMUM EGRESS WIDTH REQUIRED (INCHES)

GENERAL NOTES

1. FOLLOW BUILDING CODES AS ADOPTED AND AMENDED BY THE CITY OF ABILENE, TEXAS, INCLUDING ALL APPLICABLE LOCAL, STATE, AND FEDERAL ORDINANCES, CODES, LAWS, AND REGULATIONS.

2. MAXIMUM TRAVEL DISTANCE TO PORTABLE FIRE EXTINGUISHERS (FEC) FOR CLASS-A LIGHT HAZARD OCCUPANCY - 75 FEET, PER IBC TABLE 906.3(1).

3. FIRE ALARM DETECTION SYSTEM AS REQUIRED PER IBC 907.2.

4. ALLOWABLE TRAVEL DISTANCE: 200 L.F. WITHOUT SPRINKLER SYSTEM, PER IBC 1017.2.

5. NO CORRIDOR FIRE RESISTANCE RATING REQUIRED FOR CORRIDORS SERVED BY OCCUPANT LOADS LESS THAN 30 OCCUPANTS AND WITHOUT A SPRINKLER SYSTEM, PER 1020.1.

6. DEAD END CORRIDORS PERMITTED TO BE UP TO 20 FEET IN LENGTH, PER 1020.4.

7. SEE CIVIL SITE PLAN FOR ACCESSIBLE ROUTE FROM BUILDING EXITS TO PUBLIC RIGHT OF WAY OR DESIGNATED AREA OF REFUGE.

GENERAL CONSTRUCTION INFORMATION

APPLICABLE CODES:

BUILDING	IBC 2021
PLUMBING	IPC 2021
MECHANICAL	IMC 2021
ELECTRICAL	NEC 2020
FIRE	IFC 2021
ENERGY	IECC 2021
ACCESSIBILITY	TAS 2012
OTHER	

PROJECT SUMMARY:

PROJECT:

LOCATION:

ZONING:

OCCUPANCY:

ACCESSORY OCCUPANCIES:

TYPE OF CONSTRUCTION:

FIRE PROTECTION:

NON SEPERATED OCCUPANCIES PER IBC 508.3

ALLOWABLE AREA (PER TABLE 503, IBC 2012)

ALLOWABLE HEIGHT (PER TABLE 503, IBC 2012)

AREA INCREASE - SPRINKLERS:

AREA INCREASE - FRONTAGE:

ACTUAL BUILDING AREA:

ACTUAL BUILDING HEIGHT:

ANTILLEY WEST OFFICE'S, BUILDING #4

ABILENE, TEXAS

"NO" - NEIGHBORHOOD OFFICE

B (BUSINESS)

A-3 (ASSEMBLY)

S-1 (STORAGE)

TYPE VB - NON RATED

NONE

NON SEPERATED OCCUPANCIES PER IBC 508.3

ALLOWABLE AREA (PER TABLE 503, IBC 2012)

ALLOWABLE HEIGHT (PER TABLE 503, IBC 2012)

AREA INCREASE - SPRINKLERS:

AREA INCREASE - FRONTAGE:

ACTUAL BUILDING AREA:

ACTUAL BUILDING HEIGHT:

OCCUPANCY LOAD:

B OCCUPANCY

NON-SEPERATED AREA:

OCCUPANT LOAD:

EXITS REQUIRED:

1:100 GROSS SF

(PER "FLOOR AREA, GROSS" AS DEFINED BY IBC 2012)

(ASSEMBLY OCCUPANCY IS CONSIDERED "B OCCUPANCY" PER IBC 303.1.2 AND CALCULATED INTO THE GROSS FLOOR AREA FOR "B" OCC.)

4,953 GROSS SF

49 OCCUPANTS

3 (6 PROVIDED)

PLUMBING CALCULATIONS:

OCCUPANT LOAD:

REQUIRED:

PROVIDED:

49 OCCUPANTS

2 WATER CLOSETS (1 MALE & 1 FEMALE).

2 LAVATORIES, 1 SERVICE SINK

2 WATER CLOSETS (2 UNISEX, PER IPC 403.2.1).

2 LAVATORIES, 1 SERVICE SINK

3AXIS ARCHITECTS

806.777.7489

INFO@3AXISARCHITECTS.COM

3AXISARCHITECTS.COM

REGISTERED ARCHITECT

STATE OF TEXAS

3/9/2023

ANTILLEY WEST, OFFICE BLDG # 4

4601 Antilley Rd #400

Abilene, TX 79606

Project for :
Kyle Paul Construction

Plan Use Agreement

By using these plans, the builder/owner agrees to the following: These plans are the property of 3 Axis Architects and are not to be traced, reproduced, or reused for construction without written consent of 3 Axis Architects. Builder / Owner shall check and verify all drawings prior to construction.

SUBMITTAL

DATE

Project Number

23005

Date

02.20.23

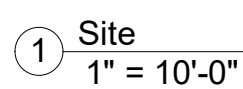
Scale

As indicated

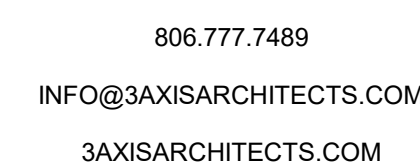
CODE ANALYSIS

G2.00

Page 264 of 483



1. ALL DIMENSIONS SHALL BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION
2. VERIFY EXISTING CONDITIONS PRIOR TO CONSTRUCTION
3. TOP OF SLAB SHALL BE REQUIRED FOR PROPER SITE DRAINAGE.
4. VERIFY WITH OWNER / HVAC CONTRACTOR LOCATION OF EXISTING UNIT PADS.
5. VERIFY ROOF SLOPES
6. JUNCTIONS SHALL BE INSTALLED AS REQUIRED FOR ATTIC. 1 PER 30 SQ FT
7. CONTRACTOR IS TO FOLLOW LOCAL AND STATE CODES
8. MINIMUM 2" WITHIN 2'-0" OF EXTERIOR DOWNSHALL BE TEMPERED GLASS
9. ALL HVAC PLUMBING AND ELECTRICAL WORK TO BE VERIFIED BY A LICENSED PROFESSIONAL
10. ALL FINISHES PICKED OUT BY OWNER
11. ALL DOOR SIZES TO BE VERIFIED BY OWNER
12. ALL WINDOW SIZES TO BE VERIFIED BY OWNER
13. ATTIC ACCESS TO BE VERIFIED BY OWNER
14. THIS PLAN IS DESIGNED FOR INTENDED USE OF JAMES HARDIE CORNBRIDGE PANELS
15. BUILDER/CONTRACTOR FOR VERIFICATION AND APPROVAL, ANY QUESTIONS ON PRODUCT CALL 800.245.5710

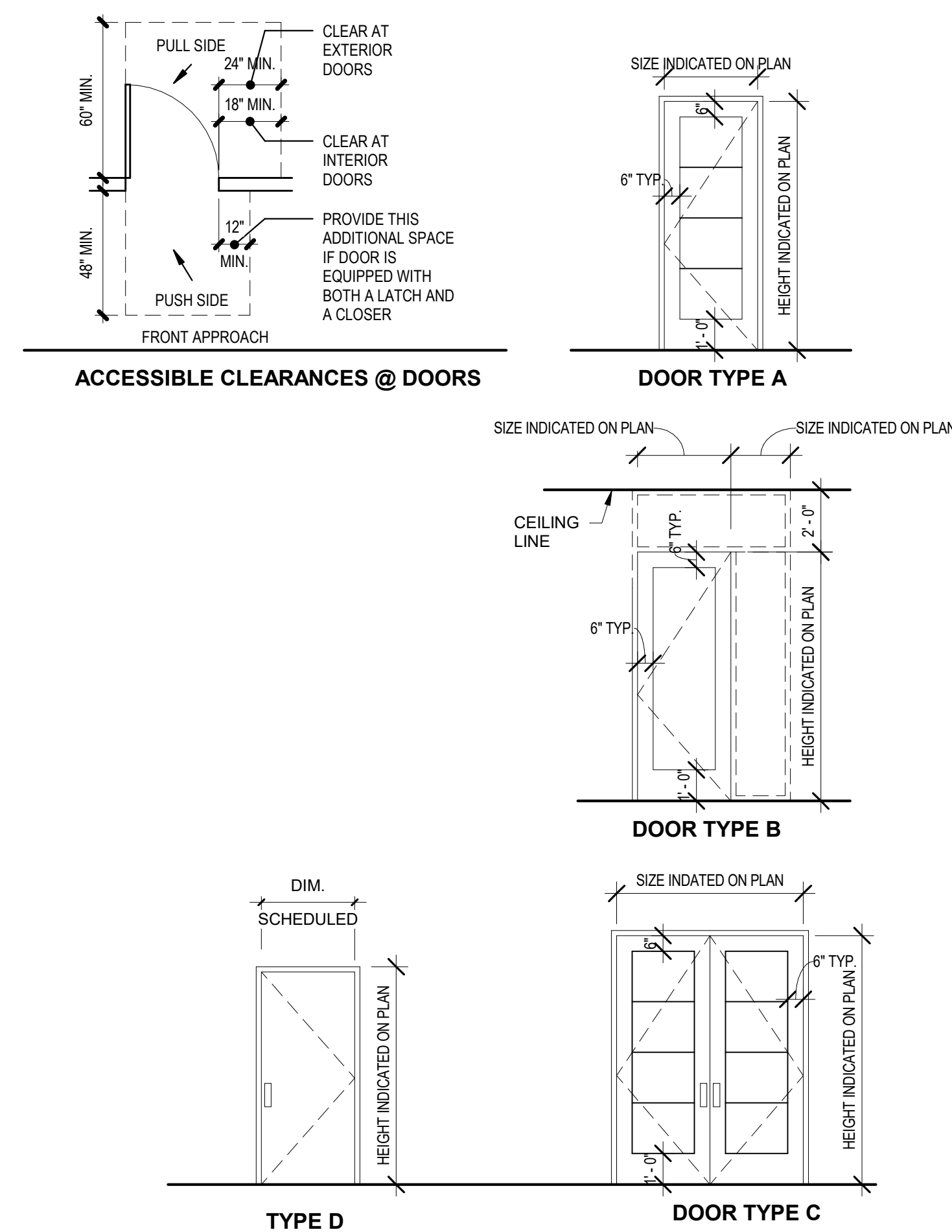
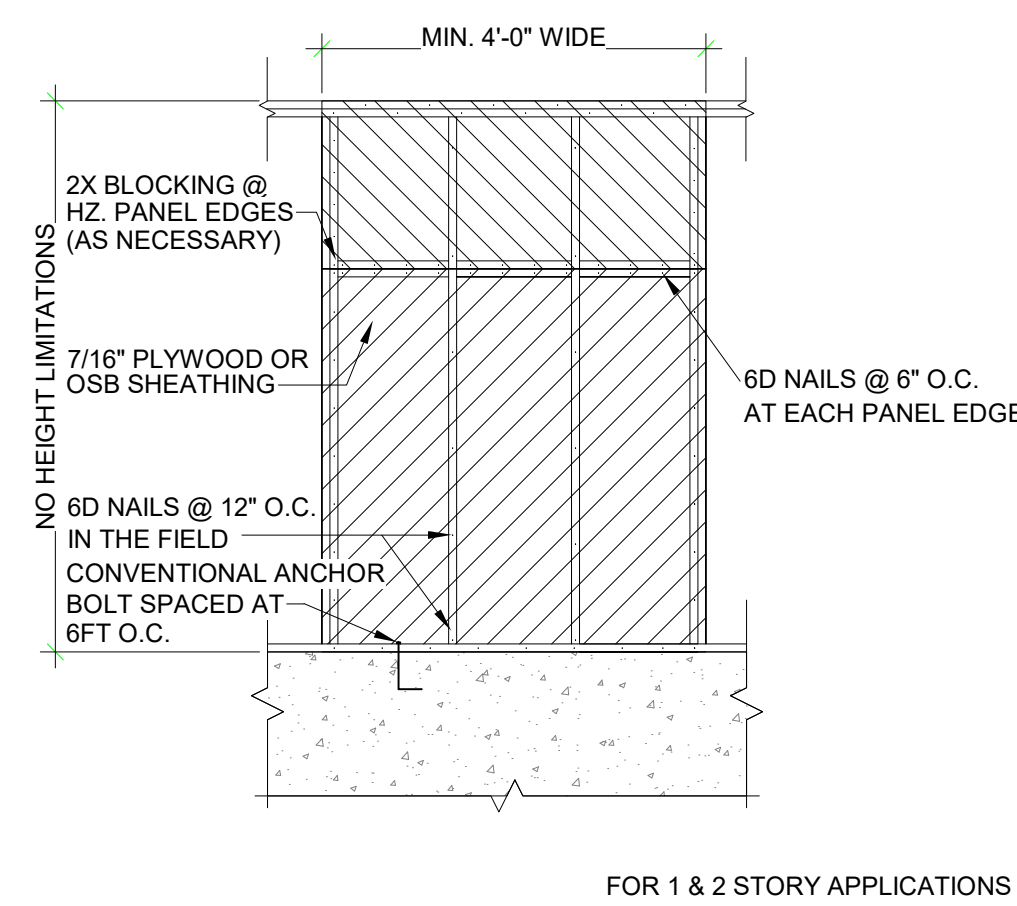
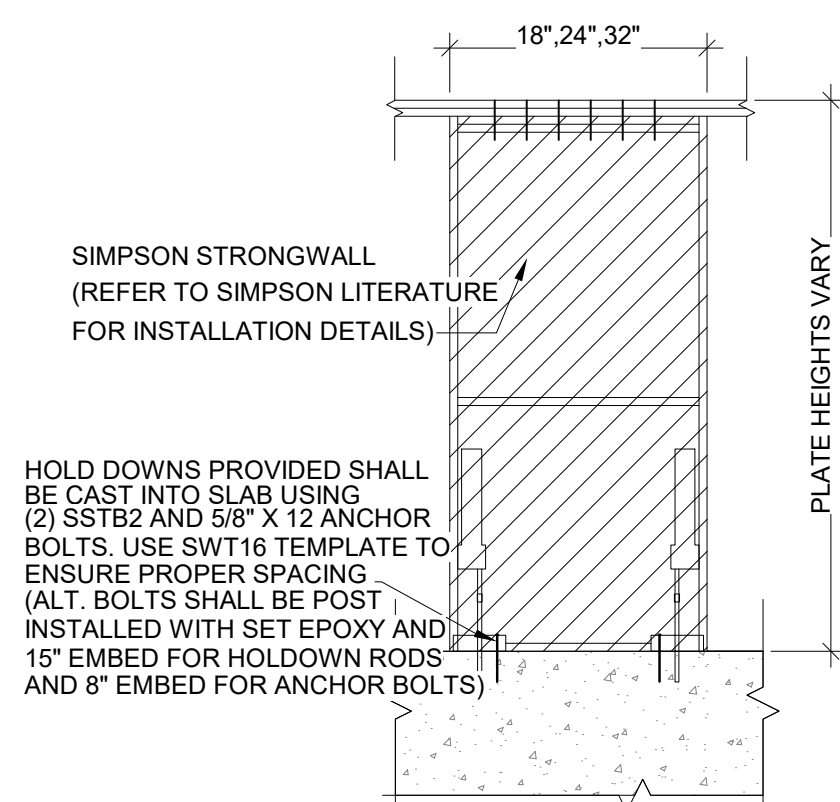
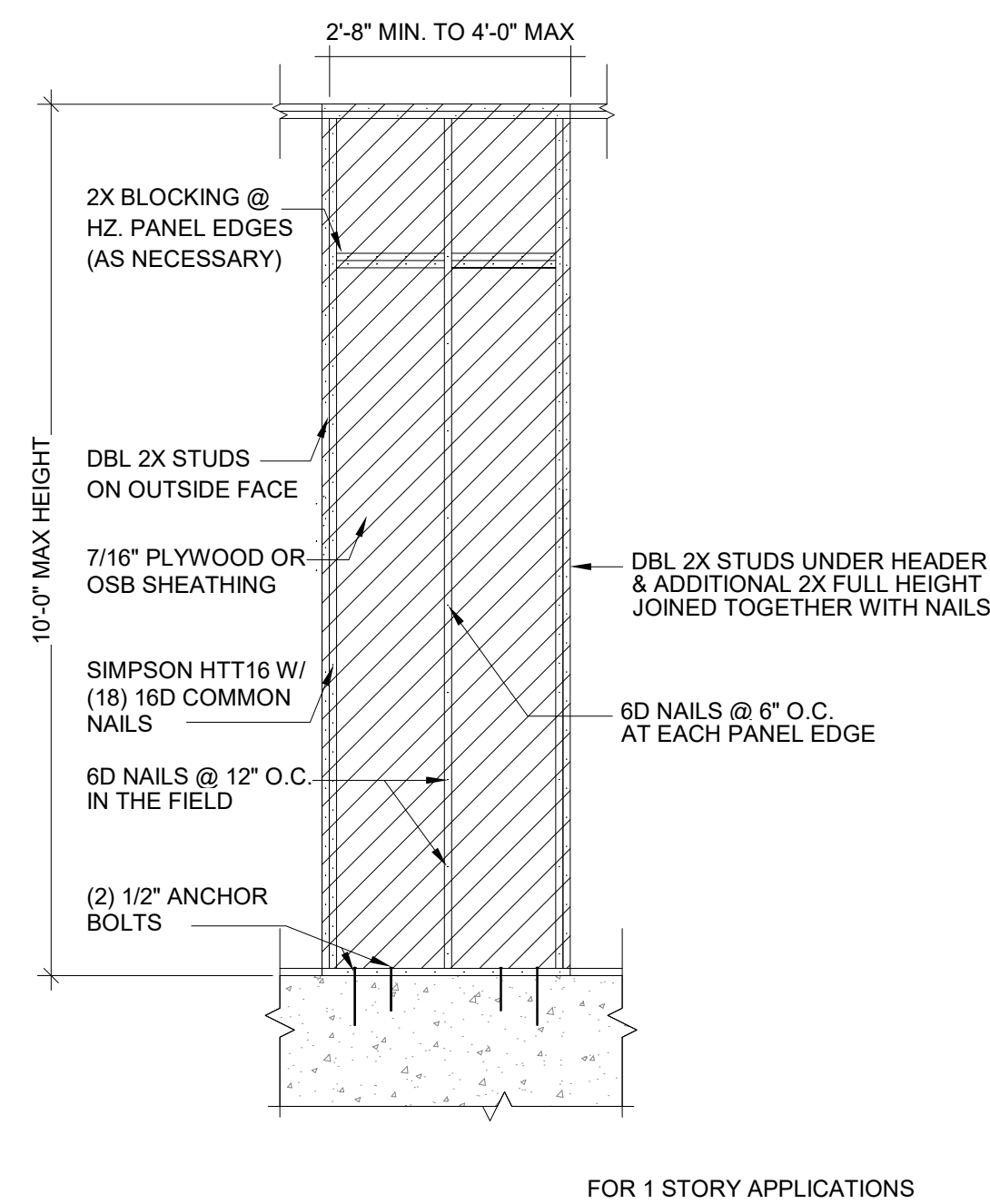


Project for :
Kyle Paul Construction

Plan Use Agreement

SUBMITTAL	DATE
Project Number	2300
Date	02.20.21
Scale	1" = 10'-0"

A1.00



GENERAL NOTES

1. ALL CEILINGS TO BE 10'-0" HIGH FROM TOP OF SLAB U.N.O.
2. ALL ELECTRICAL, PLUMBING & HVAC WORK TO BE PERFORMED BY A LICENSED CONTRACTOR.
3. ALL FINISHES SELECTED BY OWNER.
4. VERIFY ALL DOOR HEIGHTS.
5. VERIFY ALL WINDOW SIZES.
6. VERIFY ATTIC ACCESS LOCATION WITH OWNER AND CONTRACTOR.

HEADER SCHEDULE

SPAN	SIZE
4'-0" TO 4'-11"	2- 2x6'S
5'-0" TO 6'6"	2- 2x8'S
6'-7" TO 8'-3"	2- 2x10'S
8'-4" TO 10'-0"	2- 2x12'S

NOTES:

1. ALL HEADERS SPANNING 10'-0" OR GREATER NEED AN ENGINEERED BEAM.

WALL BRACING

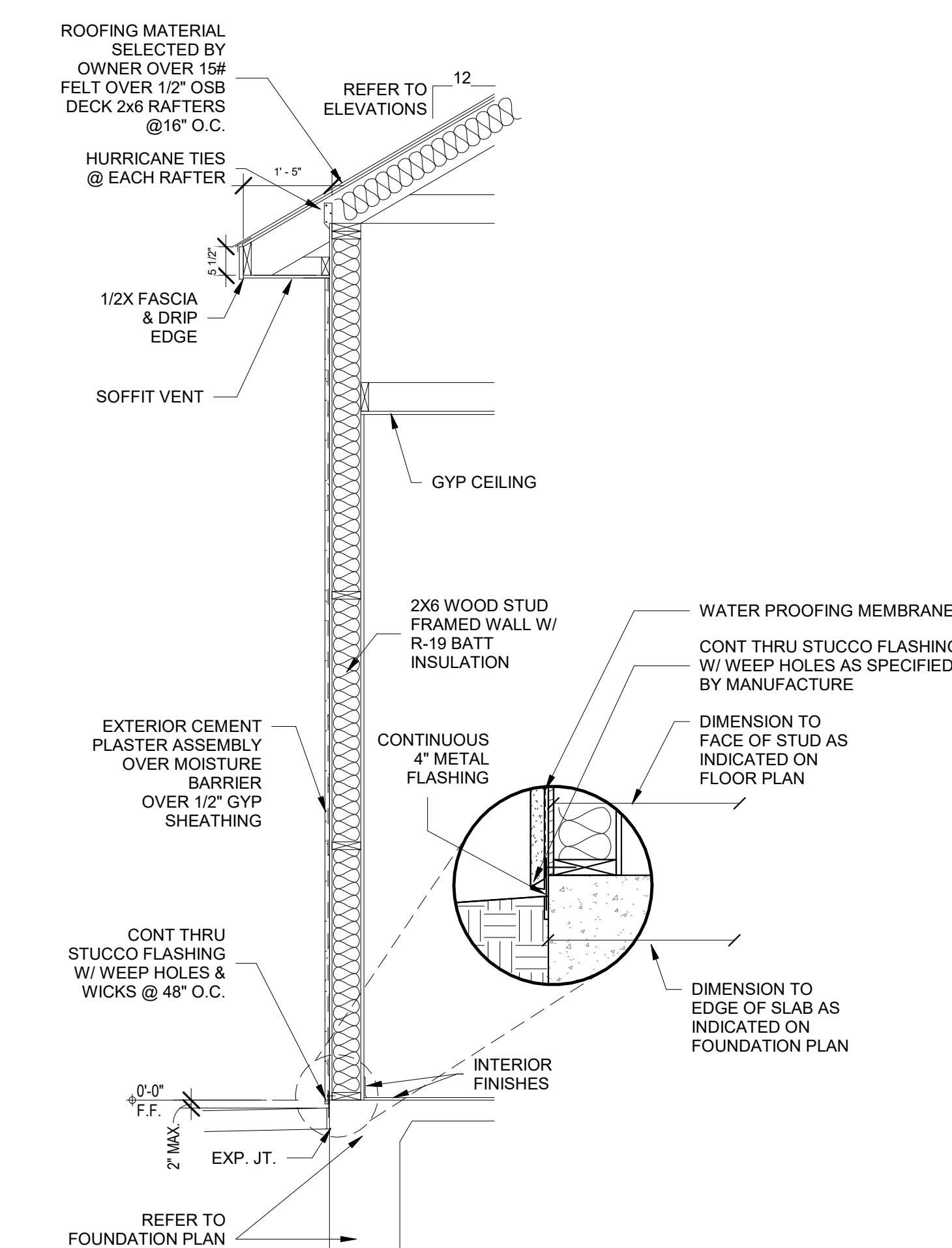
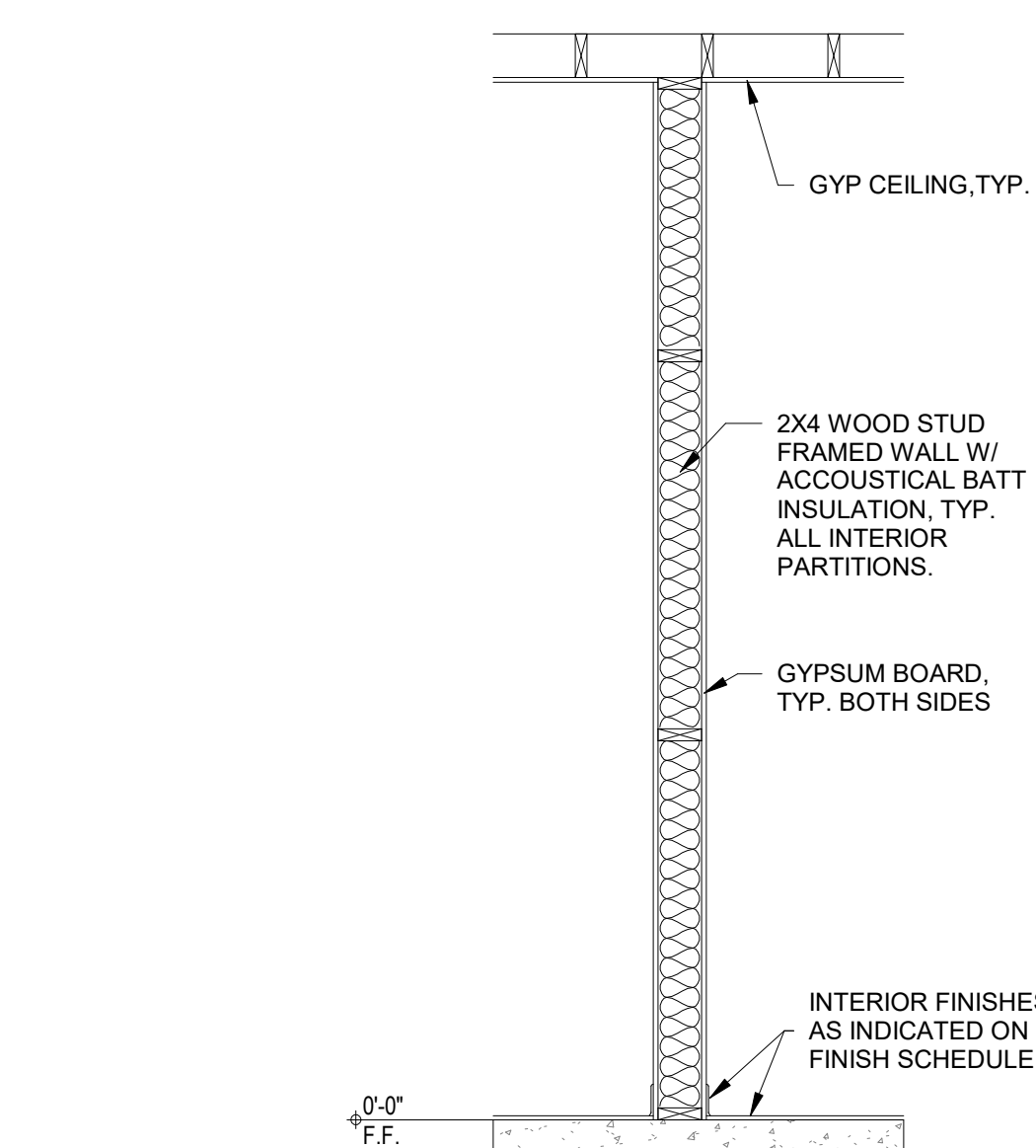
AS INDICATED BY:

- A. BRACED WALL PANEL FOR ONE STORY AND TWO STORY APPLICATIONS. MINIMUM 4'-0"
- B. ALTERNATE BRACED WALL PANEL FOR ONE STORY APPLICATIONS. 2'-8" TO 4'-0"
- C. SIMPSON STRONGWALL 18", 24", 32"

KEYNOTES

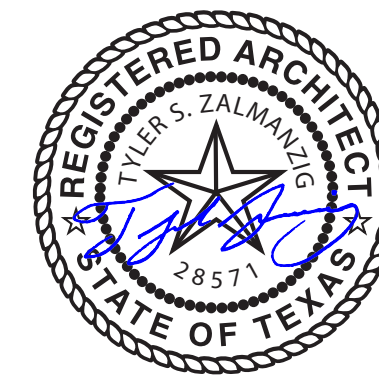
AS INDICATED BY:

1. SURFACE MOUNTED BOTTLE FILLING STATION.
MOUNTED 48" MAX. TO SPOUT LOCATION PER TAS
308 2.1



3 AXIS
ARCHITECTS

806.777.7489
INFO@3AXISARCHITECTS.COM
3AXISARCHITECTS.COM



3/9/2023

ANTILLEY WEST, OFFICE BLDG # 4

4601 Antilley Rd #400
Abilene, TX 79606

Project for :
Kyle Paul Construction

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SUBMITTAL		DATE
Project Number	23005	
Date	02.20.23	
Scale	As indicated	

FLOOR PLAN

A1.10



CONDITIONAL USE PERMIT

Case: CUP-2024-12

Agent: Jacob & Martin

Request: A Conditional Use Permit to allow a Tattoo Parlor in a Planned Development District (PDD-155).

Location: 4601 Antilley Road
Building 4, Suite 403

Notification: 0 in Favor, 1 in Opposition

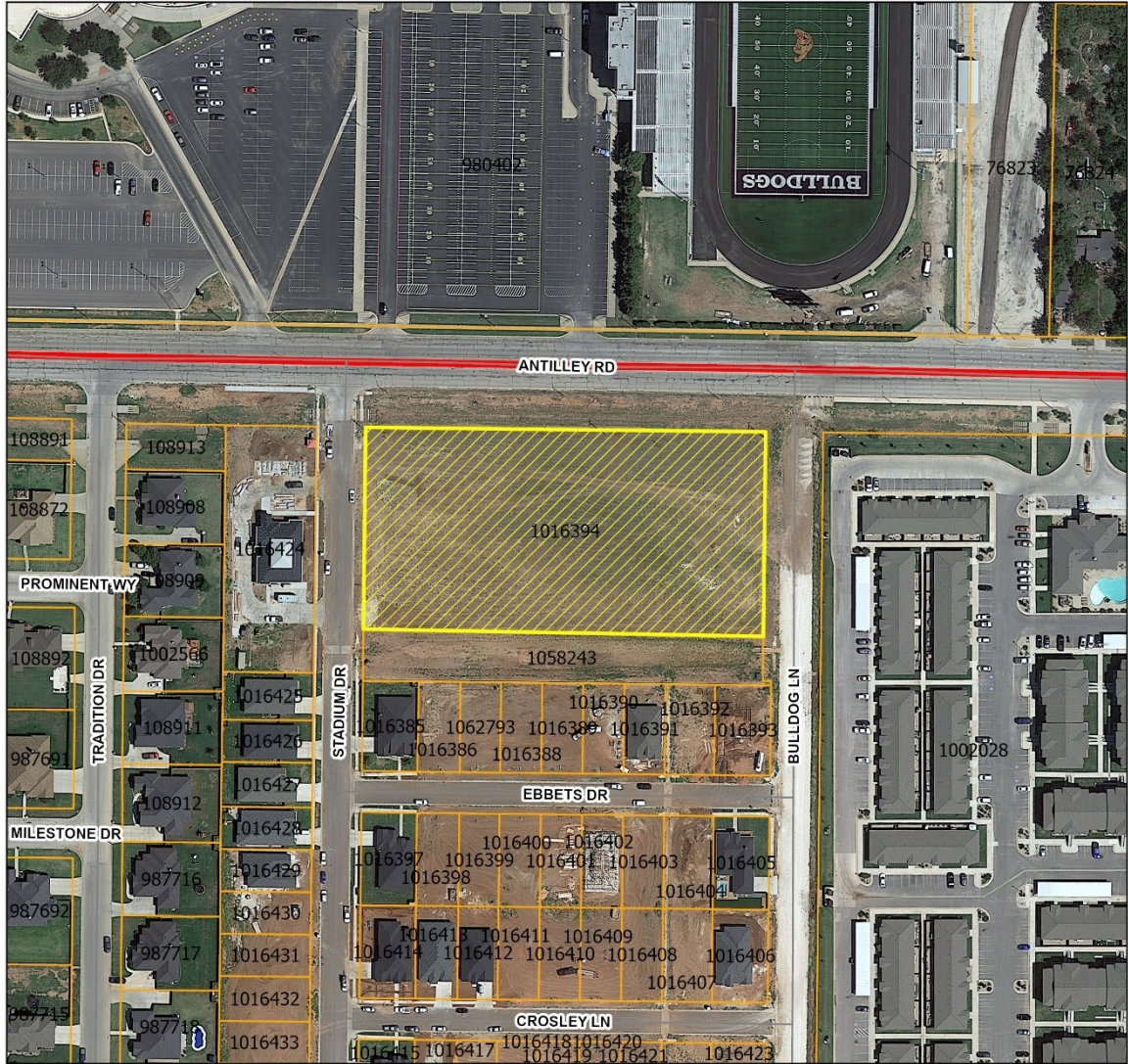
Planning & Zoning: December 3, 2024

Council Hearing: December 19, 2024
January 9, 2025





AERIAL LOCATION MAP

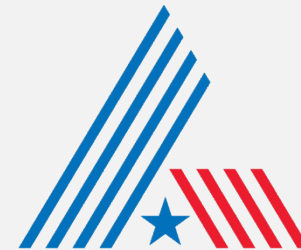


Legend

-  CUP-2024-12
-  Courier Parcels
-  Arterial

0.03

Miles



CITY OF
ABILENE
TEXAS



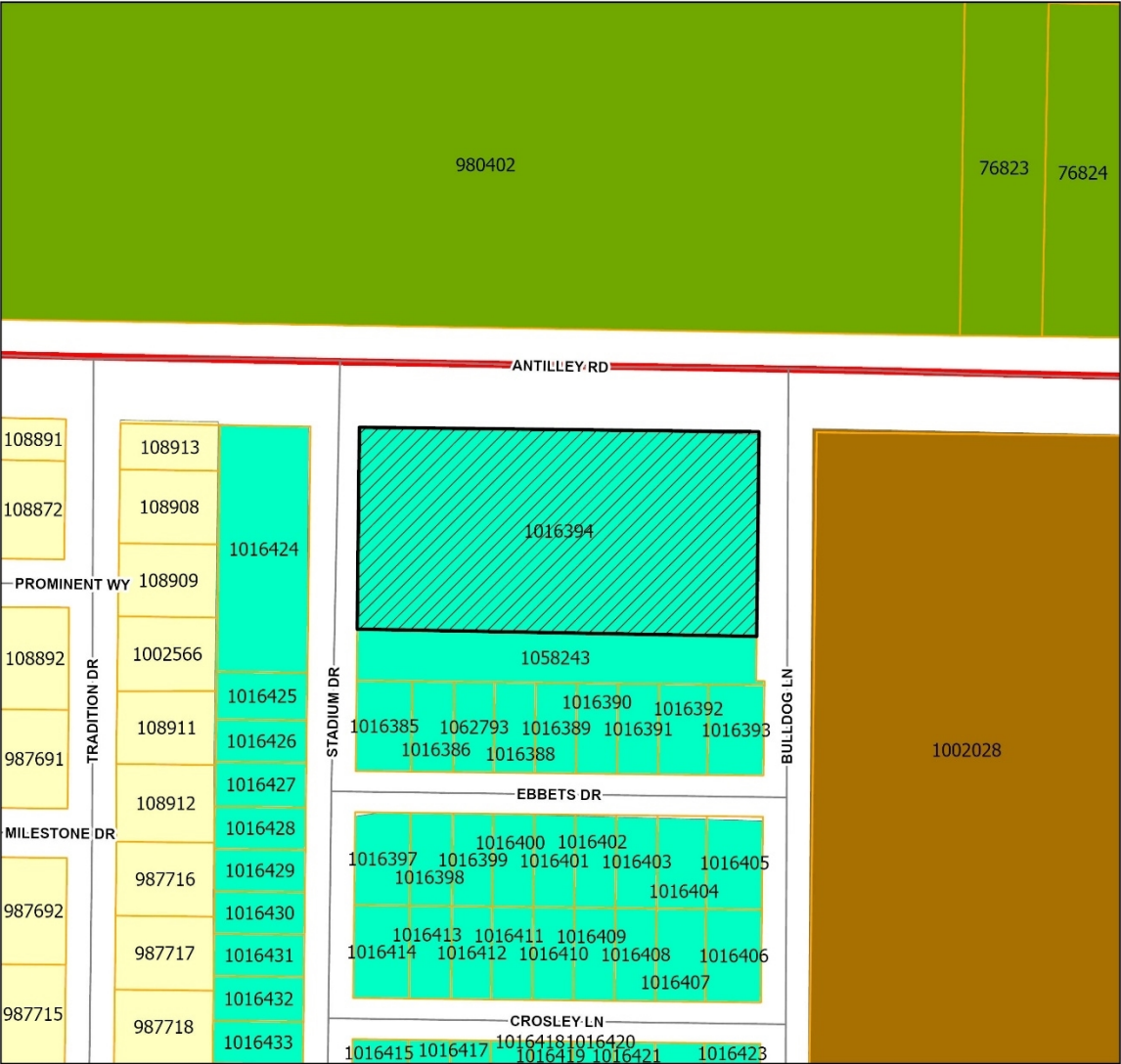
ZONING MAP



Legend

- CUP-2024-12
- Courier Parcels
- PD (Planned Development)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- Arterial

0.03
Miles





USES IN NEIGHBORHOOD RETAIL ZONING

RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling - Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- C Dwelling – Multiple-Family
- P Dwelling – Single Family Detached
- C Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Day Care Operation – Home Based
- C Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Fuel Sales
- P Garage Sales
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage and parking)
- C Recycling Collection Point
- P Subdivision Sales Office (temporary)
- P Swimming Pools, Private (accessory to residential use)
- P Tennis Courts, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- C Cultural Facilities
- P Recreation – Outdoors (passive)
- C Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- C Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P School: Public/Private

SERVICE:

- C Automobile Wash
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services (indoor)
- C Tattoo Parlor
- P Veterinary Service (small animals)

TRADE – RETAIL USES:

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- C Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- C Restaurant, Brew Pub
- C Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Broadcast Studio
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P 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



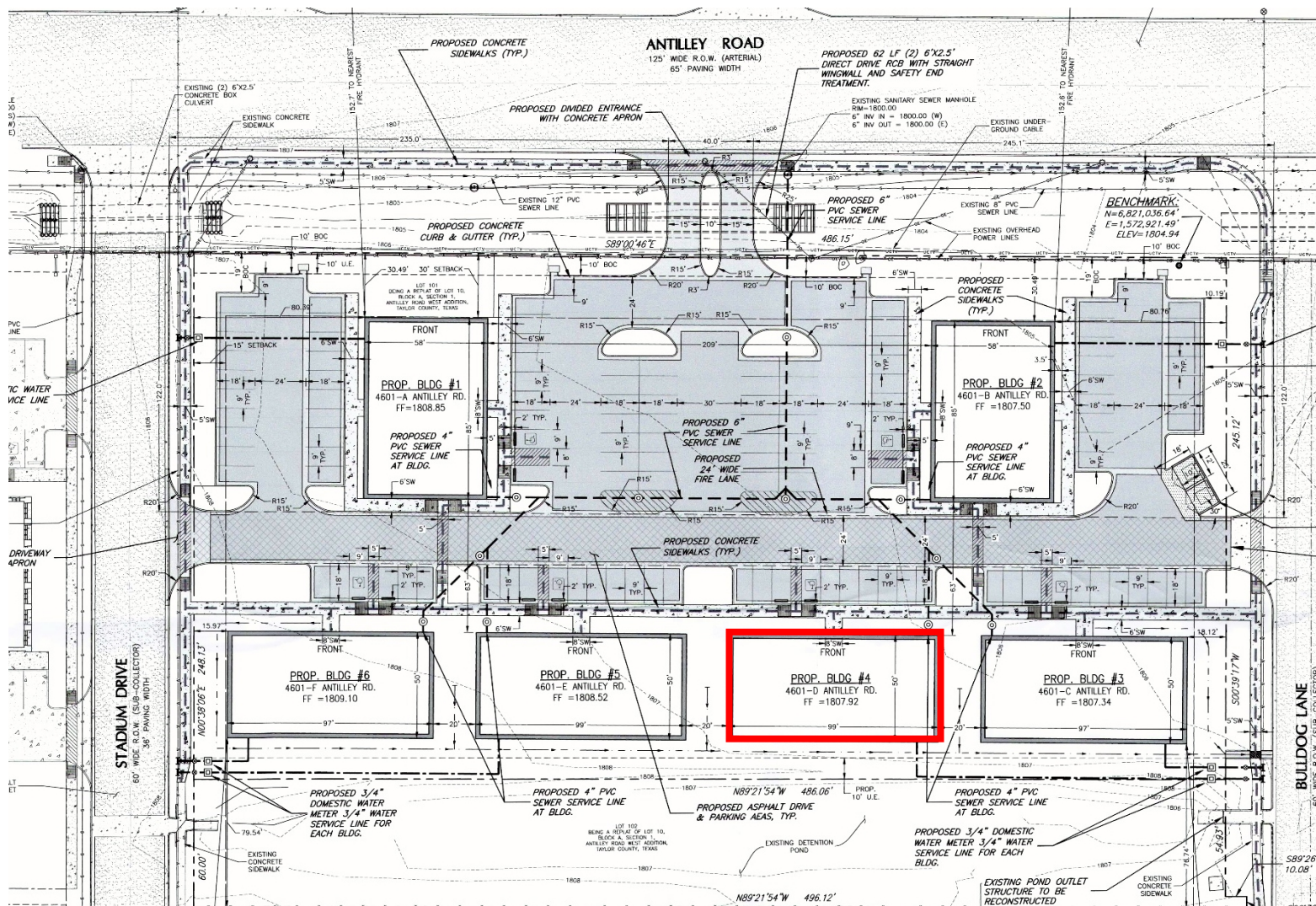


PROPERTY VIEWS





BUILDING LOCATION/SITE PLAN

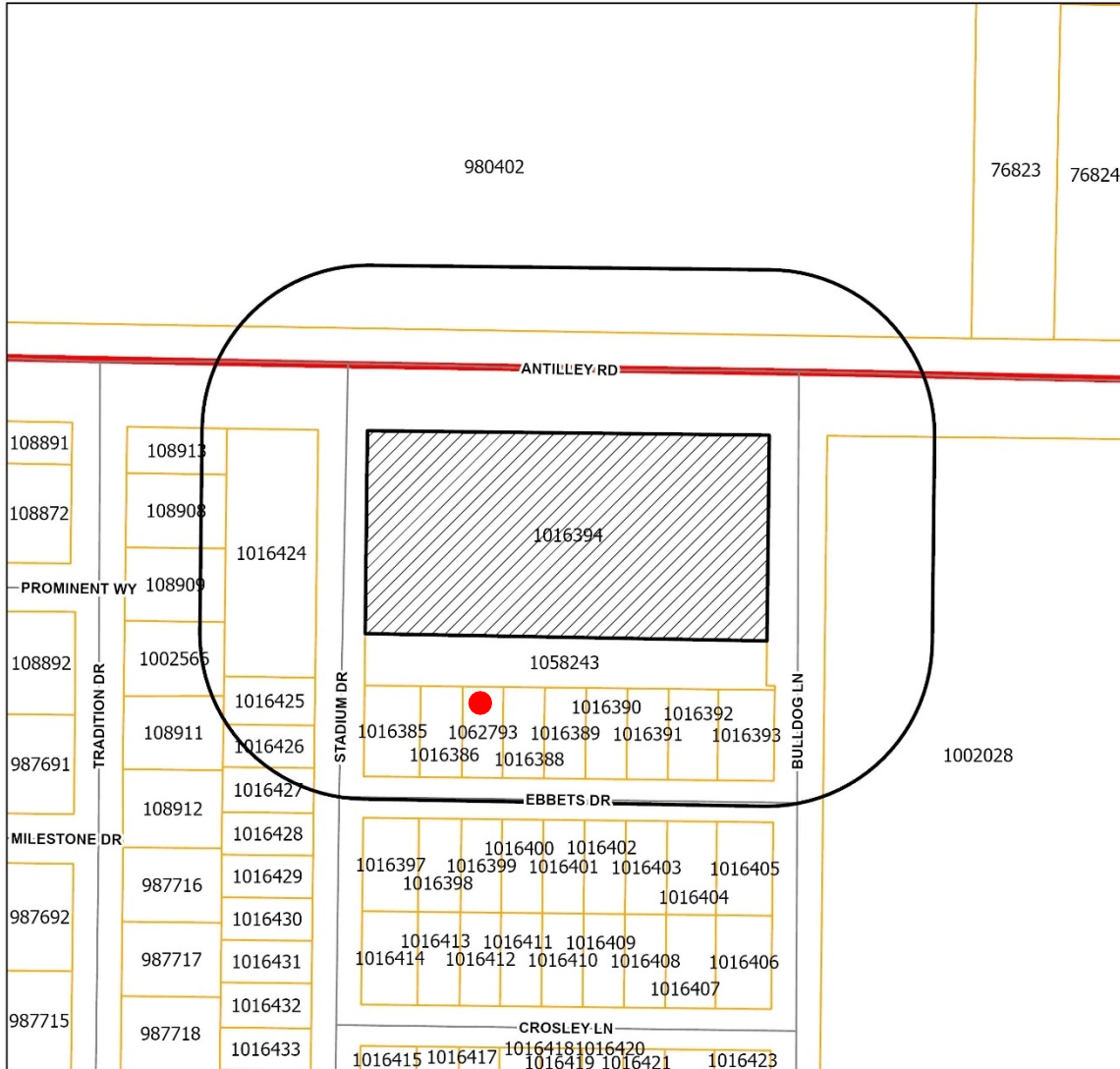


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NOTIFICATION AREA MAP



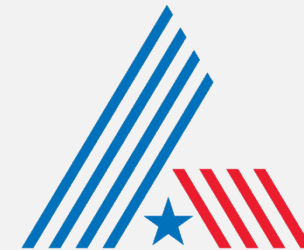
Legend

- CUP-2024-12
- Notification Area
- Courier Parcels
- Arterial

- 0- In Favor- ●
- 1- Opposed- ●
- 1.29% opposition

0.03

Miles



CITY OF
ABILENE
TEXAS



FINDINGS AND RECOMMENDATION

The proposed request is consistent with:

- The *Comprehensive Plan*;
- The spirit and intent of PDD-155;
- The surrounding uses and zoning; and
- The Criteria for Approval in the LDC.

P&Z Recommendation:

The Planning and Zoning Commission recommends **approval** of the Conditional Use Permit subject to the Plan of Operation.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **18. Ordinance (First Reading) OAM-2024-02: Receive a Report, Hold a Discussion and Take Action on a Request from the City of Abilene to Amend the Land Development Code to Amend the Sign Regulations. Specifically, to Allow for Type III Off-Site Signage and Provide Development Standards Including, but Not Limited to, Size, Location, and Separation (*Tim Littlejohn*)**

GENERAL INFORMATION

An amendment to the Land Development Code (LDC) to amend Section 4.2.8.9 "Area, Height, Placement and Number" as revised.

SPECIAL CONSIDERATIONS

The attached ordinance, if approved, would amend the current Section 4.2.8.9 "Area, Height, Placement and Number" to include Type III signage.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

approval

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Intial Type III Sign Presented to City Council
4. Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 2 (ZONING REGULATIONS) OF THE LAND DEVELOPMENT CODE (LDC) SPECIFICALLY TO REPEAL SECTION 4.2.8.9 AREA, HEIGHT, PLACEMENT AND NUMBER AND TO REPLACE SAID SECTION WITH SECTION 4.2.8.9 AREA, HEIGHT, PLACEMENT AND NUMBER, AS REVISED, TO CREATE STANDARDS FOR TYPE III OFF-SITE SIGNAGE; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, the City Council finds establishing new standards for smaller off-site advertising signs is both desirable and beneficial to the city; and

WHEREAS, the City Council finds that the current standards in the Land Development Code for off-site advertising are inadequate to address the needs and opportunities presented by emerging technologies.

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

PART 1: That Chapter 4 (Site Development Regulations), Section 4.2.8.9 “Area, Height, Placement and Number”, is hereby repealed and replaced by Section 4.2.8.9 “Area, Height, Placement and Number”, 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.

PASSED ON FIRST READING the 19st day of December, 2024.

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 November 2024, 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 9th day of January 2025, 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.

ORDINANCE NO. _____

PASSED ON FINAL READING THIS 9th day of January 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

EXHIBIT A

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) curblines 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) Regulated by Zoning District:
 - i. 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).
 - ii. 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.

- iii. Type III signs are only permitted in the CB zoning district in the area between South 1st Street, South 4th Street, Elm Street, and South Treadaway Boulevard shall be allowed. A Type III sign may be located on either side of these four boundary streets, subject to compliance with all applicable development standards.
- (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; and
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 Boulevard;
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.

(d) Regulation of Type III Signs:

- i. Type III signs are those located along and oriented to a thoroughfare designated as a freeway or expressway or as an arterial or collector by the City's adopted Thoroughfare Plan, as listed above for Type I and Type II signs and the following additional locations:

Butternut Street;

South 1st Street from Elm Street to South Treadaway Boulevard;

South 2nd Street from Elm Street to South Treadaway Boulevard;

South 3rd Street from Elm Street to South Treadaway Boulevard;

South 4th Street from Elm Street to South Treadaway Boulevard;

Elm Street from South 1st Street to South 4th Street;

Sycamore Street from South 1st St. to S. 4th Street;

Chestnut Street from South 1st St. to S. 4th Street;

Oak Street from South 1st St. to S. 4th Street;

Pecan Street from South 1st Street to South 4th Street;

Locust Street from South 1st Street to South 4th Street;

Cherry Street from South 1st Street to South 4th Street;

Willow Street from South 1st St. to South 4th Street.

- ii. Type III signs are subject to the following development standards:
 - 1. Maximum sign area is limited to fifty (50) square feet.
 - 2. Maximum sign height is limited to the height of the wall on which it is mounted but is limited to a maximum height of twenty (20) feet, as measured grade of the wall on which it is mounted.
 - 3. Type III signs shall be mounted flat wall. The cantilevered mounting of signs is not permitted.

4. Type III signs shall be subject to the minimum setback and spacing limitations that apply to Type I and Type II signs.
5. Type III signs shall be subject to all electronic message sign regulations.
6. Type III signs shall not be utilized as free-standing sign or as a roof mounted sign, and may not be located on an accessory structure, fence, equipment, or other type of building or structure.

(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.

Sign Classification		Permitted Zoning Districts	Maximum Area	Maximum Height	Minimum Setback Required	Number And/or Spacing Limitations	Illumination Permitted	Motion Permitted	Additional Requirements
Off-Site	Type I	GR GC HC LI HI AO (SE) (1)	672 Sq Ft	42.5 ft. or bottom of sign 8 ft. above primary roadway (1), (5), (6)	10 feet if abutting MD, CU, or AO	1,500 ft. spacing on same side of street 250 ft. radial spacing (2)	Yes	Yes	Permit Required (1)
	Type II	GR GC HC LI HI AO (SE) (1)	378 Sq Ft	35 ft. (1), (5), (6)	10 feet if abutting MD, CU, or AO	750 ft. spacing on same side of street, except 1,500 ft. on interstate or primary 250 ft. radial spacing (2)	Yes	Yes	Permit Required (1)
	Type III	<u>CB*</u> <u>GR</u> <u>GC</u> <u>HC</u> <u>LI</u> <u>HI</u> <u>AO (SE)</u>	 <u>50 sq. ft.</u> 	 <u>20 ft. on facade</u> 	<u>200 ft. from any Residential use or District</u>	<u>1 per parcel - 500 ft. spacing on same side of street and 250 ft. radial spacing</u>	<u>Yes</u>	<u>Yes</u>	<u>Permit Required</u>

Sign Classification	Permitted Zoning Districts	Maximum Area	Maximum Height	Minimum Setback Required	Number And/or Spacing Limitations	Illumination Permitted	Motion Permitted	Additional Requirements
On-Site	AO	700 Sq Ft	35 Ft (5), (6)	10 feet from property line	One per business or activity	Yes	Yes	Permit Required
	MU O	36 Sq Ft	12 ft.	10 feet from property line	One per business or activity	Yes	Yes	Permit Required
	CB GR GC HC LI HI	300 sq. ft. (no limitation for wall signs)	50 ft, except (4) in CB (no restrictions) (5), (6)		One Freestanding sign per business per street frontage	Yes	Yes	Permit Required
	MF MD MH CU RS RR PH TH	20 sq. ft. (3) 6 sq. ft.	10 ft. (3) (3)	10 feet from property line	One per business or activity per street frontage One per premises (3)	Yes No	Yes No	Permit Required
						(3)	(3)	

***Type III signs only permitted on specified streets in CB District**

Footnotes:

- (1) No off-site advertising signs shall be permitted less than one hundred thirty-five (135) feet from a lot in a residential single-family or MF district.

No off-site advertising signs shall be permitted less than four hundred (400) feet from a lot in a residential single-family or MF district when adjacent to interstate or primary road systems.

In the AO zoning district, off-site advertising signs may be permitted upon issuance of special exemption by the board of adjustment after a public hearing. In determining the suitability of a site for placement of an off-site advertising sign, 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. Setbacks for off-site advertising signs on interstate/primary roads shall be established by the State of Texas.

- (2) The minimum separation shall be measured from signs on the same side of the street.
- (3) Signs on developing property shall be signs on property under current construction or property that is being promoted in advance of sale and development.
Institutional signs and neighborhood entrance signs located within residential districts are permitted to be up to 80 square feet in area and up to 25 feet in height. In addition, only one wall sign is permitted per street frontage so long as such sign exceeds no more than 100 square feet in area. Such signs shall be permitted to be illuminated and may be an electronic message sign.
- (4) Front setback shall be a minimum of ten (10) feet from back of curb or edge of pavement where there is no curb; provided, however, that no sign shall project into the public right-of-way of any street or alley except in the central business district as provided in section 2.3.3.7. The setback from street side property lines for monument signs shall be 5 feet from the property line or 15 feet from the curb, whichever is greater.
Side setbacks shall be ten (10) feet from any side abutting a lot or tract in an AO, RS, RR, PH, TH, MD, MF, MH, or CU district. In all other cases there shall be no side setback.
- (5) Freestanding signs shall have a minimum grade clearance of eight (8) feet six (6) inches.
Monument signs shall not exceed a height of 8 feet.
Exception: Freestanding signs (including monument signs) set back a minimum twenty-five (25) feet from all street-side property boundaries do not need a minimum grade clearance of eight (8) feet. A sign so located may also exceed the forty-two-inch height limitation, but shall not exceed the maximum area or height of signs allowed.

-END-

ZONING CASE OAM-2024-02

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: December 5, 2024
City Council 1st Reading: December 19, 2024
City Council 2nd Reading: January 9, 2025

Applicant

City of Abilene

Case Manager

Adam Holland – Planner II

Request

An amendment to the Land Development Code (LDC) to provide development standards for Type III off-site signs.

Background

The LDC currently allows Type I and Type II off-site signs. These sign types pertain to large scale billboards typically located along interstate highways and to medium size billboards located along other state system roadways. In the past year, multiple applications have been submitted to allow much smaller digital off-site signage. In response, the City Council directed staff to create “draft” Type III off-site sign regulations for this new type of sign with development standards designed to mitigate the impacts of such signs on surrounding neighborhoods, on traffic safety, and the separation between signs. The City Council was satisfied with the direction of the “draft” Type III regulations and directed staff move forward with this item to amend the LDC.

Proposed Amendment

The proposed LDC amendment would affect LDC Section 4.2.8.9 – Area, Height, Placement, and Number and would follow the existing format of that section to create a Type III off-site sign category. The attached proposed ordinance amendment attached with this report shows the existing text of this section, with all proposed text shown with an underline. No existing text in this section or in any other section of the LDC is not proposed.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval**.

Attachments: Proposed Ordinance

Type III Sign

- **Area**

- Limited to 50 SF on arterial and collector streets currently listed for Type I and II signs. *(exception)

*Additional allowable arterial and collector streets:

Butternut St.

S. 1st St. from Elm St. to S. Treadaway Blvd.

S. 2nd St. from Elm St. to S. Treadaway Blvd.

S. 3rd St. from Elm St. to S. Treadaway Blvd.

S. 4th St. from Elm St. to S. Treadaway Blvd.

Elm St. from S. 1st St. to S. 4th St.

Sycamore St. from S. 1st St. to S. 4th St.

Chestnut St. from S. 1st St. to S. 4th St.

Oak St. from S. 1st St. to S. 4th St.

Pecan St. from S. 1st St. to S. 4th St.

Locust St. from S. 1st St. to S. 4th St.

Cherry St. from S. 1st St. to S. 4th St.

Willow St. from S. 1st St. to S. 4th St.

- *Allowed in zoning districts as classified within type I and II

* **Exception** - CB district for only S 1st St. to S 4th St. and from Elm St. to S Treadaway Blvd shall be allowed.

- **Height**

- Limited to the height of the side wall on which it is mounted. Maximum height of twenty (20) feet.

- **Mounting**

- Type III signs shall be mounted flat to a side wall (no cantilevered mounting allowed)
- Signs shall not be mounted onto any façade in a location that is located within 200 feet of the property line of any residentially zoned property or any residential use.

- **Spacing**
 - Type III signs shall be subject to all of the existing spacing regulations set out for Type I and Type II signs.
- **Prohibited Sign Types**
 - Free-standing signs
 - Roof Signs
 - Signs mounted onto an accessory structure
 - Signs mounted onto a fence or any structure other than the primary structure
- **Other**
 - Signs shall be subject to all existing electronic message sign regulations

Sign Classification	Permitted Zoning Districts	Maximum Area	Maximum Height	Minimum Setback Required	Number And/or Spacing Limitations	Illumination Permitted	Motion Permitted	Additional Requirements
Type III Off-Site	CB* GR GC HC LI HI AO (SE)	50 sq. ft.	20 ft. on facade	200 ft. from any Residential use or District	1 per parcel - 500 ft. spacing on same side of street and 250 ft. radial spacing	Yes	Yes	Permit Required



LDC TEXT AMENDMENT REQUEST

Case: OAM-2024-02

Applicant: City of Abilene

Request: An amendment to create development standards for a Type III off-site advertising sign.

Planning & Zoning: December 5, 2024

City Council Hearing: December 19, 2024
January 9, 2025





PROPOSED STANDARDS

Sign Classification	Permitted Zoning Districts	Maximum Area	Maximum Height	Minimum Setback Required	Number And/or Spacing Limitations	Illumination Permitted	Motion Permitted	Additional Requirements
Type III (4) Off-Site	GR GC HC LI HI CB* AO (SE)	50 sq. ft.	20 ft. on facade	200 from any Residential use or District	1 per parcel - 500 ft. spacing on same side of street and 250 ft. radial spacing	Yes	Yes	Permit Required *Electronic Message signs shall adhere to requirements set forth in Section 4.2.8.11

*Only permitted as specified





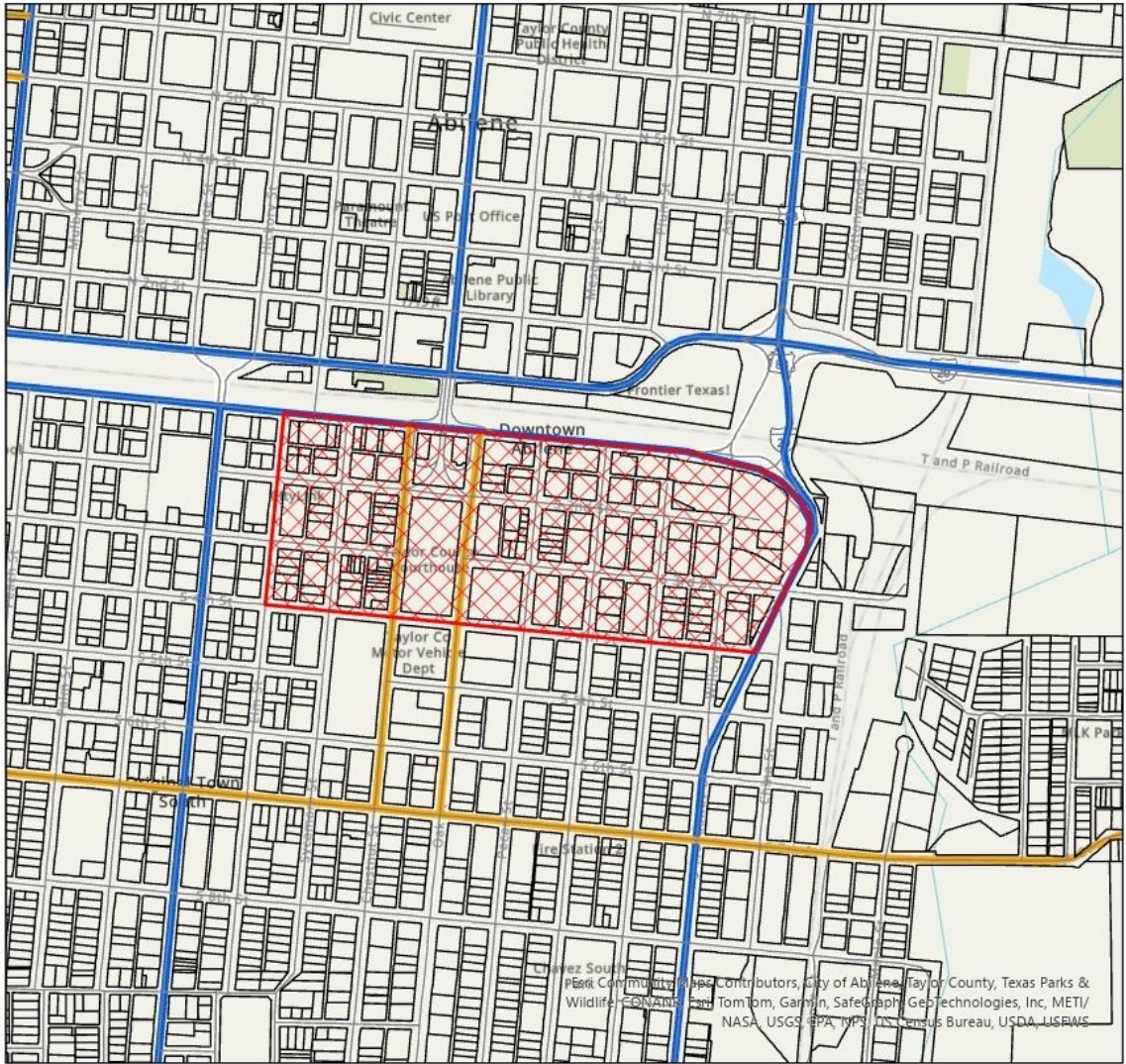
PROPOSED STANDARDS

- Allowed on collector and arterial streets as permitted for Type I and II signs and:
 - Butternut St.
 - S. 1st St from Elm St. to S. Treadaway Blvd.
 - S. 2nd St from Elm St. to S. Treadaway Blvd.
 - S. 3rd St from Elm St. to S. Treadaway Blvd.
 - S. 4th St from Elm St. to S. Treadaway Blvd.
 - Elm St. from S. 1st St. to S. 4th St.
 - Sycamore St. from S. 1st St. to S. 4th St.
 - Chestnut St from S. 1st St. to S. 4th St.
 - Oak St from S. 1st St. to S. 4th St.
 - Pecan St from S. 1st St. to S. 4th St.
 - Locust St from S. 1st St. to S. 4th St.
 - Cherry St from S. 1st St. to S. 4th St.
 - Willow St from S. 1st St. to S. 4th St.
- A small portion of the Central Business (CB) district if all Development Standards are met.





STREETS EXHIBIT

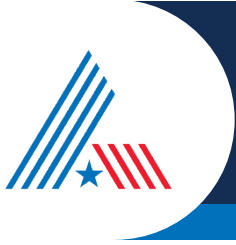


Legend

- Type III Signs
- Thoroughfare Plan
- Arterial
- Collector

0.15 Miles





FINDINGS/RECOMMENDATIONS

The proposed LDC amendment will implement the direction provided by the City Council on 10/17/2024

P&Z Recommendation:

Approval





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **19. Ordinance (First Reading) Z-2024-32; Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 2.59 acres from Planned Development District 28 (PDD-28) to General Commercial (GC), Located at the 4300 block of Southwest Drive (Tim Littlejohn)**

GENERAL INFORMATION

Change the zoning of approximately 2.59 acres from Planned Development District 28 (PDD-28) to General Commercial (GC).

SPECIAL CONSIDERATIONS

The subject property was annexed in 1959 and is currently used as a recycling drop off. The City of Abilene has entered a lease with Chick-Fil-A to build a new restaurant at this location.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

On November 19, 2024, the Parks and Recreation Board recommended approval. The Planning and Zoning Commission recommends approval by a vote of 6-0.

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Z-2024-32 Application
4. Presentation

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 19st day of December, 2024.

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 October, 2024, 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 9th day of January, 2025, 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 9th day of January 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 2.59 acres from Planned Development District 28 (PD-28) to General Commercial (GC).

Legal Description being as follows:

BEING A TRACT OF LAND LOCATED IN THE J.C. DONLEY SURVEY, ABSTRACT NO. 95, TAYLOR COUNTY, TEXAS, BEING A PORTION OF LOT 101, BLOCK C, SOUTHWEST DRIVE ADDITION, AN ADDITION TO THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET 3, SLIDE 551, PLAT RECORDS, TAYLOR COUNTY, TEXAS (P.R.T.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

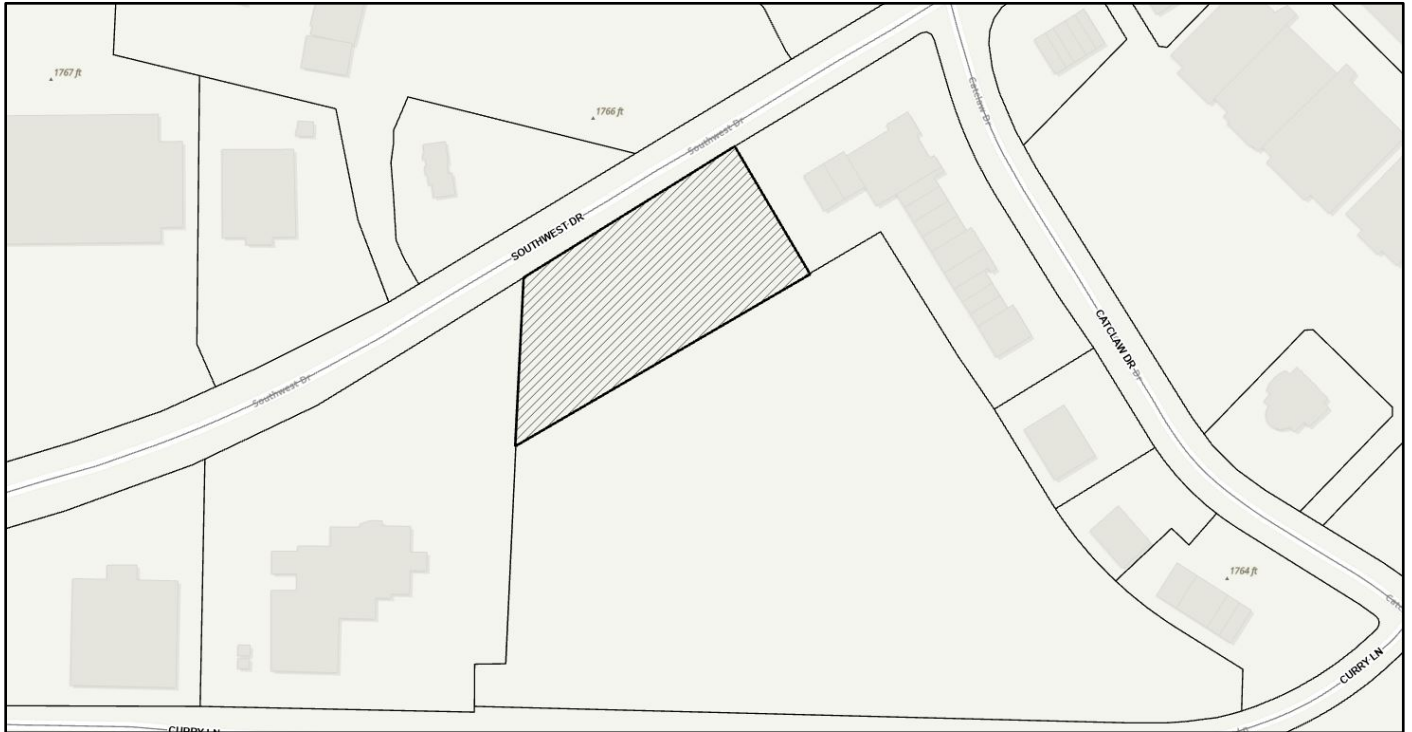
BEGINNING AT A 1/2" IRON ROD FOUND IN CONCRETE IN THE SOUTH RIGHT-OF-WAY LINE OF SOUTHWEST DRIVE (A 120' WIDE RIGHT-OF-WAY) BEING THE NORTHWEST CORNER OF SAID LOT 101 AND THE NORTHEAST CORNER OF LOT 1, BLOCK A, LITHIA ADDITION, AN ADDITION TO THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET 2, SLIDE 337-D, P.R.T.C.T.;

THENCE N 58°57'54" E, ALONG THE NORTH LINE OF SAID LOT 101 AND THE SOUTH RIGHT-OF-WAY LINE OF SAID SOUTHWEST DRIVE, AT A DISTANCE OF 450.41 FEET, PASSING A 1/2" IRON ROD FOUND WITH A CAP STAMPED "ABILENE RPLS 4389", CONTINUING IN ALL A TOTAL DISTANCE OF 460.45 FEET TO A POINT BEING THE MOST NORTHERLY NORTHEAST CORNER OF SAID LOT 101 AND THE NORTHWEST CORNER OF LOT 201, BLOCK B OF SECTION 4, SOUTHWEST DRIVE ADDITION, AN ADDITION TO THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET 3, SLIDE 248, P.R.T.C.T.;

THENCE S 31°32'08" E, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID SOUTHWEST DRIVE, ALONG A EAST LINE OF SAID LOT 101 AND THE WEST LINE OF SAID LOT 201, A DISTANCE OF 210.29 FEET TO A POINT BEING AN ELL CORNER OF SAID LOT 101 AND THE SOUTHWEST CORNER OF SAID LOT 201;
THENCE S 58°21'48" W, DEPARTING AN EAST LINE OF SAID LOT 101, A DISTANCE OF 601.19 FEET TO A POINT IN THE WEST LINE OF SAID LOT 101 AND THE EAST LINE OF SAID LOT 1;

THENCE N 01°37'57" E, ALONG THE WEST LINE OF SAID LOT 101 AND THE EAST LINE OF SAID LOT 1, A DISTANCE OF 257.29 FEET TO THE PLACE OF BEGINNING AND CONTAINING 2.596 ACRES (113,075 SQUARE FEET) OF LAND, MORE OR LESS.

Located at 4300 Southwest Drive



-END-

ZONING CASE Z-2024-32

STAFF REPORT

Scheduled Hearings

Parks and Recreation Board: November 19, 2024
Planning & Zoning Commission: December 3, 2024
City Council 1st Reading: December 19, 2024
City Council 2nd Reading: January 9, 2025

Applicant

Owner: City of Abilene

Case Manager

Adam Holland – Planner

Request

Change the zoning of approximately 2.59 acres from Planned Development District 28 (PDD-28) to General Commercial (GC).

Location

Located at 4300 Southwest Drive

Background

The subject property was annexed in 1959 and is currently used as a recycling drop off. The City of Abilene has entered a lease with Chick-Fil-A to build a new restaurant at this location.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	PD-57/GC	Retail use
East	PD-28	Retail use
South	PD-28	Detention Area
West	GC	Automotive sales

Criteria Assessment

Section 1.4.1.4 of Abilene's Land Development Code states that, in making a determination regarding a requested zoning change, the Planning and Zoning Commission and the City Council may consider the following factors:

- (1) **Whether the proposed zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use and Development Plan Map, as amended.**

The proposed request is consistent with the Comprehensive Plan and Future Land Use Map.

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

The proposed zoning would be appropriate as it would be consistent with the surrounding uses.

(3) **Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.**

This property has access to all required utilities necessary for development.

(4) **Any other factors, which will substantially affect the public health, safety, morals, or general welfare.**

None known.

Parks and Recreation Board Recommendation

On November 19, 2024, the PRB recommended **approval**.

P&Z Recommendation

The Planning and Zoning Commission recommends **approval**.

Attachments

- PowerPoint Presentation

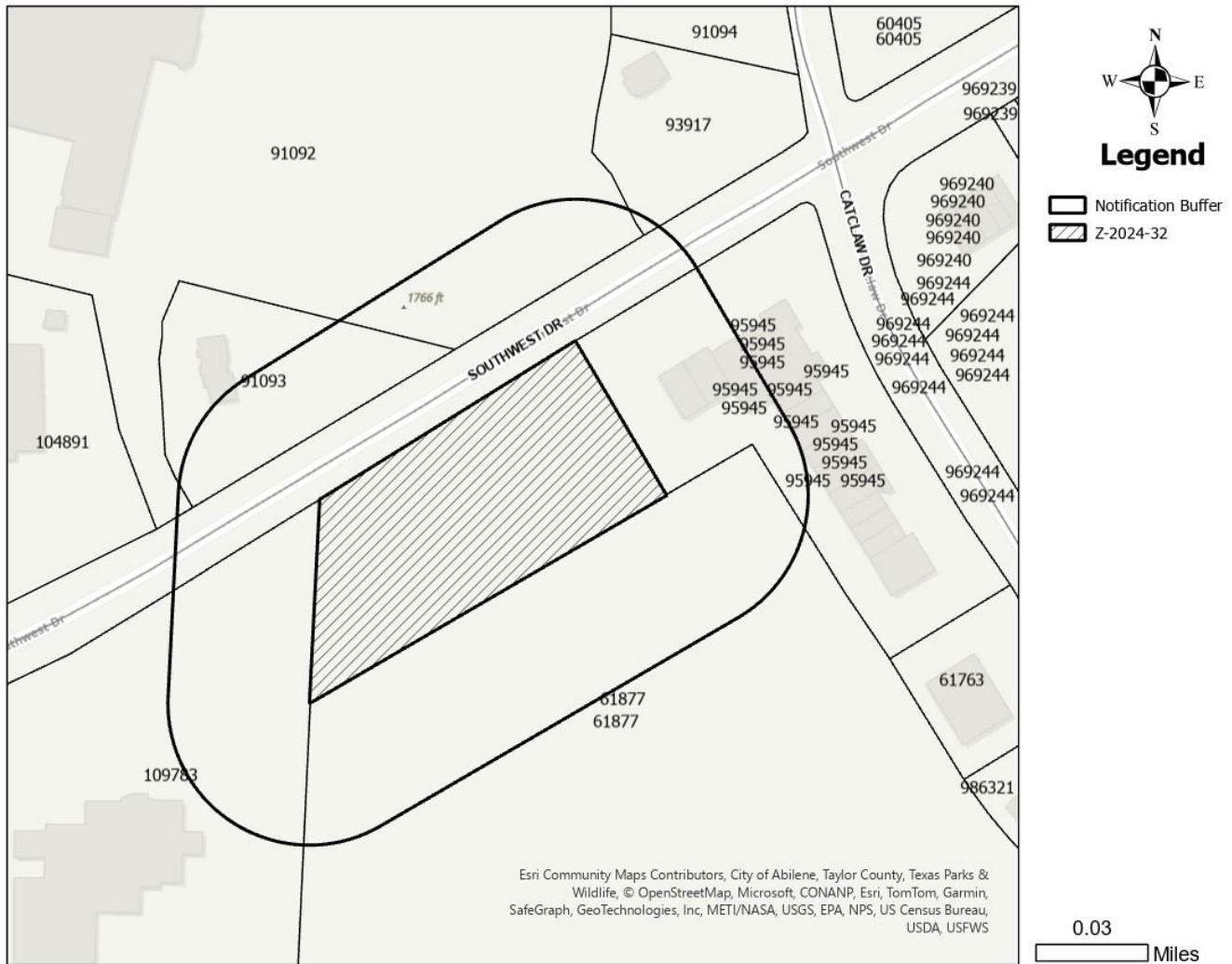
Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on October 16, 2024, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

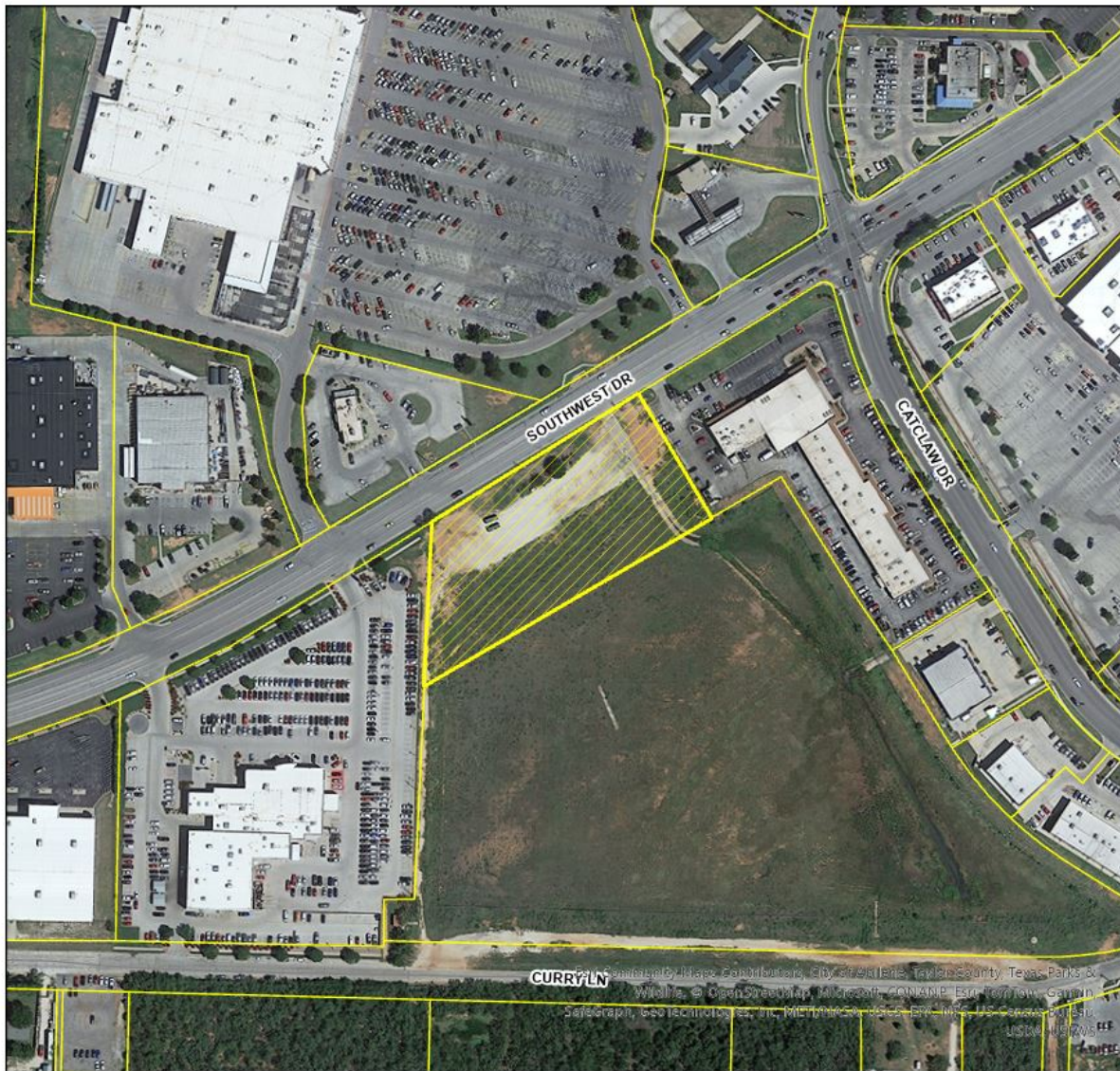
PROPERTY OWNER Legend: O - Opposed, F - In Favor

OWNER	SITUS	PROP_ID	RESPONSE
FRANKLIN REAL ESTATE VENTURES LTD	4325 SOUTHWEST DR	95945	
LITHIA REAL ESTATE INC	4449 SOUTHWEST DR	109783	
SKINNYS INC	3350 CATCLAW DR	93917	
WAL-MART STORES #DIVISION STORE	4350 SOUTHWEST DR	91092	
WEND-ABILENE REALTY LP	4374 SOUTHWEST DR	91093	

NOTIFICATION MAP



LOCATION MAP



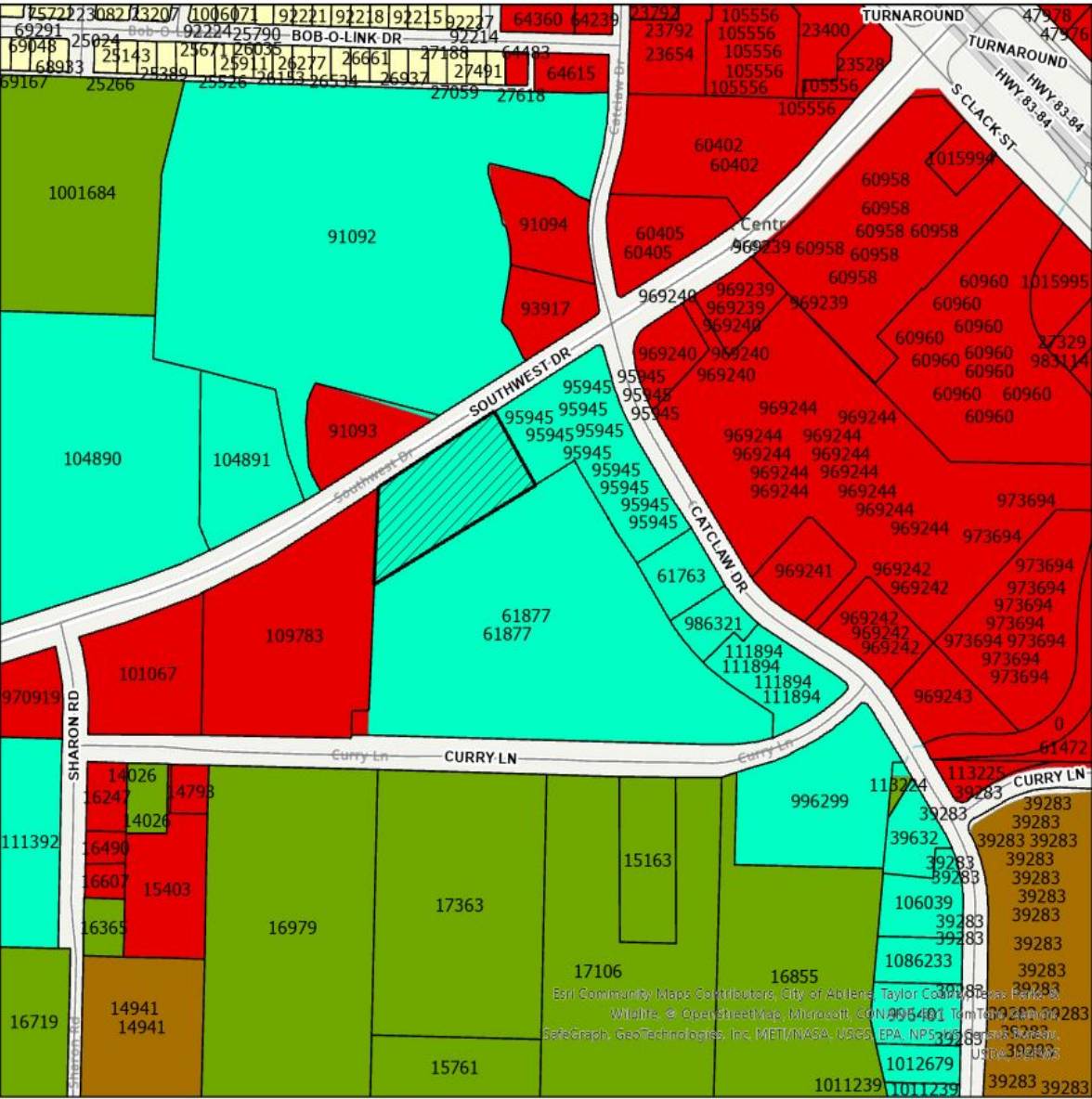
Legend

 Z-2024-32

0.04

Miles

ZONING MAP



Legend

- Z-2024-32
- PD (Planned Development)
- GC (General Commercial)
- MF (Residential - Multi-family)
- RS (Residential - Single Family)
- AO (Agricultural Open)

0.07 Miles



2024 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: Southwest Drive Addition

Total Number of Acres: 2.596 acres

Zoning Classification(s): rezone from PD to GC

Total Number of Lots: 1

Location: 4300 Southwest Drive

Property Owner Information & Authorization

Name/Company: City of Abilene

Address: 555 Walnut Street

City: Abilene

State: TX

Zip Code: 79601

Phone: _____

Email: _____

Project Representation (check one):

- ☐ I will represent the application myself; OR
- ☒ I hereby designate Chick-fil-A, Inc. and its consultants (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

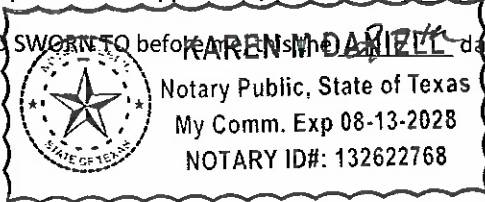
Property Owner's Signature: Robert Hanna Date: September 27, 2024

STATE OF: _____

COUNTY OF: _____

BEFORE ME, a Notary Public, on this day personally appeared Robert Hanna (printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me on this 27 day of September, 20 24



Karen M. Daniell
NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☒ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other(specify): _____

Name: Priya Acharya

Company: Wier & Associates, Inc.

Address: 2201 E. Lamar Blvd. Suite 200E

City: Arlington

State: TX

Zip Code: 76006

Number: 817-467-7700

Email: PriyaA@WierAssociates.com



2024 Development Application

Zoning Application Page 1 of 3

Planning

☐ Conditional Use ☐ Special Exceptions ☒ Rezoning ☐ Variance

☐ PDD Amendment ☐ Street Name Change ☐ Thoroughfare Abandonment
☐ Easement Release

Relief Procedures

☐ Petition for Relief ☐ Proportionality Appeal ☐ Vested Rights Petition ☐ Appeal
Other: N/A

Project Name: Chick-fil-A Abilene 05677

Address: 4300 Southwest Dr, Abilene, TX 79606 Number of Lots: 1 Acreage: 2.596 acres

Legal Description: a portion of Lot 101, Block C, Southwest Drive Addition

Subdivision Name: Southwest Drive Addition Block: C Lot: 101

Current Zoning: PD Proposed Zoning (if applicable): GC - General Commercial

OWNER AND AUTHORIZATION

Owner Name: City of Abilene

Address: 555 Walnut St

City, State, Zip: Abilene, TX 79606

Fax:

Phone: 325-676-6200

Email: N/A

Agent Name: Wier & Associates, Inc.: Priya Acharya, submitting on behalf of Chick-fil-A, Inc.

Address: 2201 E Lamar Blvd, Suite 200E

City, State, Zip: Arlington, TX 76006

Fax:

Phone: 817-467-7700

Email: PriyaA@WierAssociates.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature of Owner: Robert Hanne

Date: Sept. 27, 2024

FOR OFFICE USE ONLY

Received: _____

Fee: \$ _____

Receipt No.: _____

Case No.: _____

Reviewed By: _____

2024 Development Application

Zoning Application Page 2 of 3

Existing Zoning

- | | | | |
|--------------------------------|--|--|------------------------------|
| ☐ RR | Rural Residential RR-5 & RR-1 | ☐ MU | Medical Use |
| ☐ RS-12 | Residential Single-Family – 12,000 sq. ft lots | ☐ CB | Central Business |
| ☐ RS-8 | Residential Single-Family – 8,000 sq. ft lots | ☐ MX | Mixed Use |
| ☐ RS-6 | Residential Single-Family – 6,000 sq. ft lots | ☒ GC | General Commercial |
| ☐ PH | Single-Family Residential Patio Home | ☐ HC | Heavy Commercial |
| ☐ TH | Residential Townhouse | ☐ LI | Light Industrial |
| ☐ MD | Residential Medium Density | ☐ HI | Heavy Industrial |
| ☐ MH | Manufactured/Mobile Home | ☐ PD | Planned Development District |
| ☐ CU | College & University | ☐ | Empowerment Overlay |
| ☐ NO | Neighborhood Office | | |
| ☐ O | Office | | |
| ☐ NR | Neighborhood Retail | | |

Reason for Zoning Change

The parcel is currently zoned as Planned development (PD), called out under PD-28 (Ord. 18-1985) to be a public recreational facility. We are requesting to rezone a portion of the existing overall lot to GC to allow for trade-retail uses, specifically a Restaurant, Fast Food.

Fees

FOR DEVELOPMENT FEES CTRL & CLICK LINK BELOW AND CHOOSE "Z"

<https://abilenetx.gov/563/Fee-Schedule>

Fees can be paid online with credit card.



2024 Development Application

Zoning Application Page 3 of 3

Zoning Impact Analysis

Please answer these questions in order to assist staff with the processing of your zoning request.

1. Does the proposed zoning map amendment implement the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use Map?
— The Future Land Use Map recognizes this area as being Highway Commercial. Highway Commercial is noted —
— as being compatible with the GR zoning district and is intended to have a primary zoning district that includes —
— GR. As a result, the proposed zoning map amendment to GR does implement the policies of the intended —
— future Highway Commercial designation.
2. Is the use permitted by the proposed change in the zoning district's classification? Are the standards applicable to such uses appropriate in the immediate area of the land to be reclassified?

Yes, the proposed use is permitted by the proposed changed to a GC zoning district.

Yes, the surrounding areas are zoned GC. We are proposing a consistent zoning as the uses appropriate in the immediate area.

3. Are the proposed changes in agreement with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area?

Yes.

4. Are there other factors that will substantially affect the public health, safety, morals, or general welfare?

No

Other Required Forms - Disclosure of Interest (See Attached)



ZONING REQUEST

Case: Z-2024-32

Agent: Chick-Fil-A, Inc. and its consultants

Owner: City of Abilene

Requests: Change the zoning of approximately 2.59 acres from Planned Development District 28 (PDD-28) to General Commercial (GC).

Location: 4300 Southwest Drive

Notification: 0 in Favor, 0 in Opposition

Parks and Recreation Board : November 19, 2024

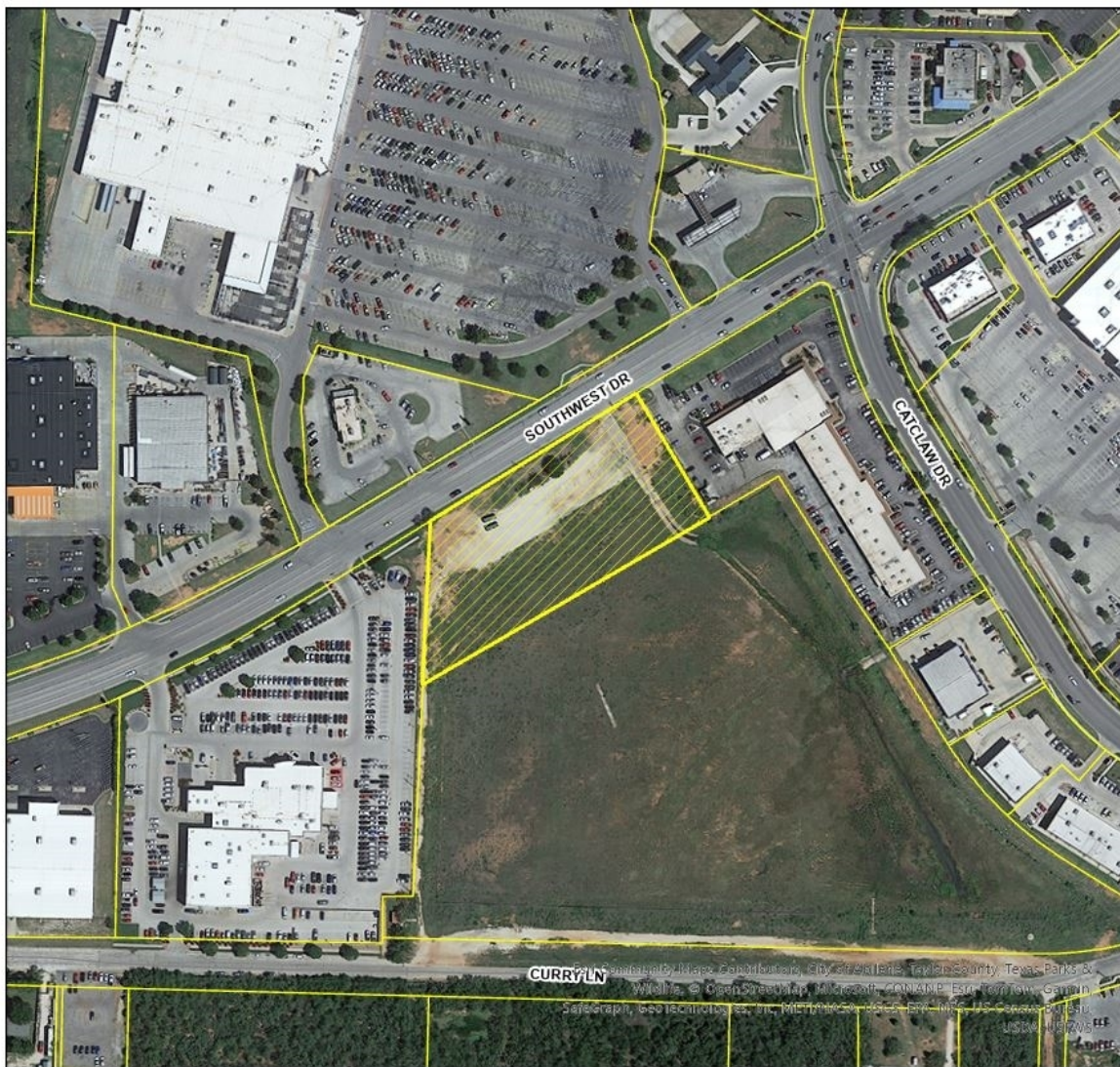
Planning & Zoning: December 3, 2024

Council Hearing: December 19, 2024
January 9, 2025





AERIAL LOCATION MAP

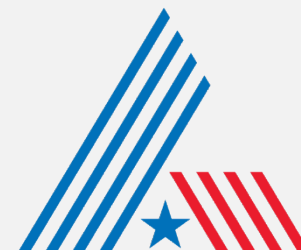


Legend

 Z-2024-32

0.04

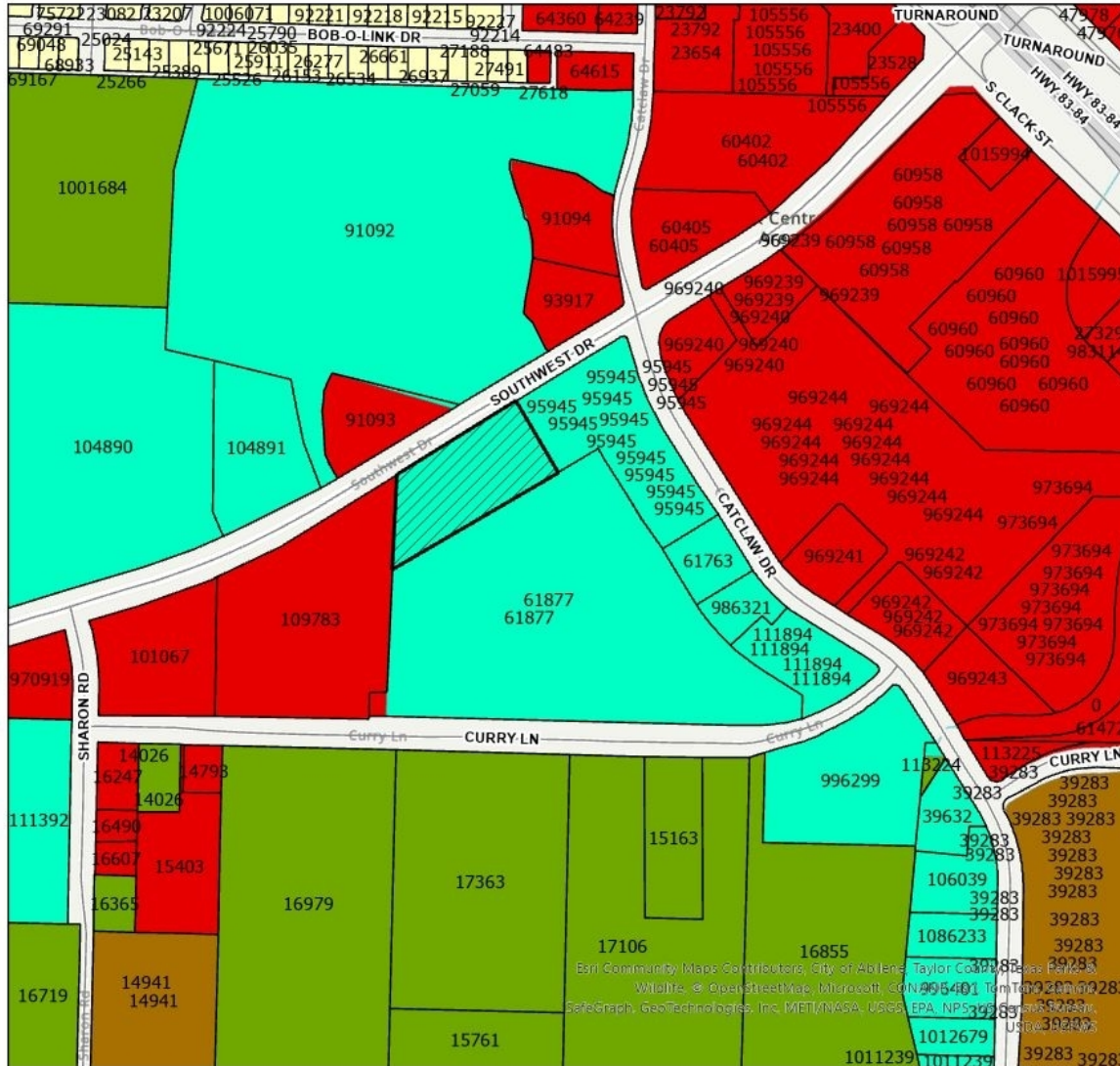
 Miles



CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

Z-2024-32

Zoning District

PD (Planned Development)

PD (Planned Development)

GC (General Commercial)

GC (General Commercial)

MF (Residential - Multi-family)

MF (Residential - Multi-family)

RS (Residential - Single Family)

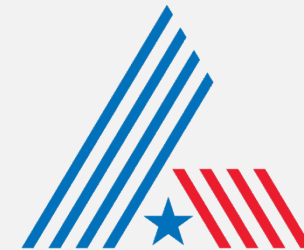
RS (Residential - Single Family)

AO (Agricultural Open)

AO (Agricultural Open)

0.07

Miles



CITY OF
ABILENE
TEXAS



USES IN GENERAL COMMERCIAL 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 – WHOLESALE USES:

- C Wholesaling and Storage (indoor)

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)

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





PROPERTY VIEWS

East Neighboring property



North Neighboring property



South Neighboring property



West Neighboring property

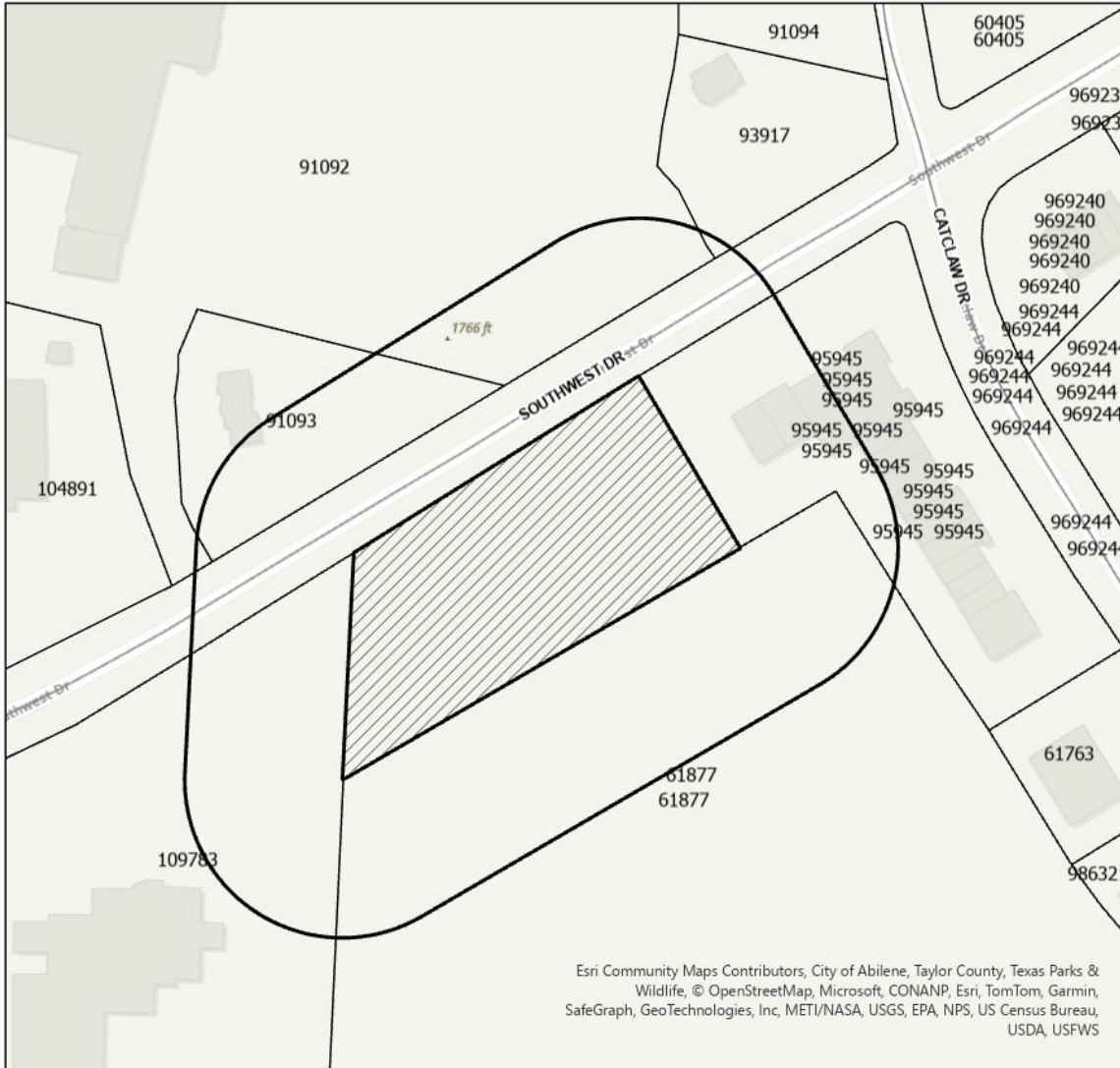


Subject property





NOTIFICATION AREA MAP



Legend

- Notification Buffer
- Z-2024-32

0- In Favor- ●

0- Opposed- ●



Esri Community Maps Contributors, City of Abilene, Taylor County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

0.03

Miles



FINDINGS AND RECOMMENDATION

The request is consistent with:

- The *Comprehensive Plan*;
- The surrounding uses and zoning;
- Generally accepted planning principles; and
- The Criteria for Approval in the LDC.

Parks and Recreation Board Recommendation:

Approval

Planning and Zoning Commission Recommendation:

Approval





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: 20. Ordinance (First Reading) Z-2024-35: Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, Represented by Jacob & Martin, to Change the Zoning of Approximately 64.25 Acres from Agricultural Open to Planned Development District 191, Specifically, to Have a Residential Single-Family Base Zoning, Located at 7501 Old Forrest Hill Road. (Tim Littlejohn)

GENERAL INFORMATION

Change the zoning of approximately 64.24 acres from AO to PDD-191.

SPECIAL CONSIDERATIONS

The subject property was annexed in 1980 and has remained vacant and zoned as AO. The applicant proposes to change the zoning from AO to a Planned Development District (PDD) to allow lots with a minimum area of 5,000 square feet, a minimum width (frontage) of 50 feet, and five-foot (5') interior side setbacks. The base zoning of the property would be RS-6.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval subject to the Concept Plan.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval with conditions by a vote of 6-0.

ATTACHMENTS:

1. Z-2024-35 Ordinance
2. Z-2024-35 Staff Report
3. Application
4. Concept Plan
5. Legal Description
6. Owner Authorization
7. Z-2024-35 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 19th day of December, 2024.

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 November, 2024, 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 9th day of January, 2025, 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 9th day of January, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land, from Agricultural Open (AO) District to a Planned Development District (PDD-191):

Location: 7501 Old Forrest Hill Rd

Being 64.249 acres and being out of and a part of a 52.291 acre tract (Tract 1) out of Lots 2, 3, 4, 6 and 7 and a 4.2 acre tract (Tract 3) out of Lot 8 of a subdivision of the T.C. Garner Survey, Taylor County, Texas, of record in Cabinet 4, Slide 11, Plat Records of Taylor County, Texas, and a 2.354 acre tract (Tract 2) out of the North part of the D.A. Douthit Survey No. 25, Taylor County, Texas, said tract being described in deed to Roy Earl Underwood, dated October 6, 2006, of record in Volume 3286, Page 869, Official Public Records, Taylor County, Texas, and said 64.249 acres being more thoroughly described as follows:

Beginning at a found Stone Mound, on the East line of said J. G. Douthit Survey and the North line of a 10.576 acre tract, described in Deed to Stephen R. Lowry et ux, dated July 11, 2011, of record in Instrument No. 2011-9677, Official Public Records of Taylor County, Texas, for the Northwest corner of the W.T. Redell Survey, and exterior corner of said T.C. Garner Survey, the Southeast corner of said 2.354 acre tract, the Southwest corner of said Lot 7, the Southerly Southwest corner of said 56.291 acre tract and an exterior corner of this tract;

Thence S88°52'31 "W, generally along a fence line, a distance of 324.2' to a found 2 3/8" pipe post, on the East line of Forest Hill Road, for the Northwest corner of said 10.576 acre tract, the Southwest corner of said 2.354 acre tract and the Southerly Southwest corner of this tract;

Thence along the East line of said Forest Hill Road as follows: N00°11 '27"W a distance of 276.4' to a found 3/8" rebar, N56°02'02"W a distance of 45.25' to a found 3/8" rebar, N62°02'13"W a distance of 7.45' to a found 3/8" rebar, N00°09'02"W at 11.31 passing a found 3/8" rebar and continuing for a total distance of 11.61' to a point, on the Northerly South line of said T.C. Garner Survey, for the Northwest corner of said 2.354 acre tract and an interior corner of this tract;

Thence N89°43'19"W, along the North line of said Forest Hill Road, a distance of 282.33' to a point in said road for the Northerly Southwest corner of said 56.291 acre tract, and the Northerly Southwest corner of this tract from which a found 1/2" rebar, on the West line of said Forest Hill Road bears N89°43'19"W 40.34';

Thence N07°05'13 "W, generally along a fence line, on the East line of said Forest Hill Road, a distance of 909.99' to a found 2 3/8" pipe for the Southwest corner of a 5 acre tract, described in Deed to Frank J. Cozby Jr., dated December 7, 1964, of record in Volume 758, Page 252, Deed Records of Taylor County, Texas, the Southerly Northwest corner of said 56.291 acre tract and the Southerly Northwest corner of this tract;

Thence S89°49'19"E, generally along a fence line, a distance of 429.53' to a found 1 1/2" pipe for the Southeast corner of said 5 acre tract, an interior corner of said 56.291 acre tract and an interior corner of this tract;

Thence N00°02'26"E, generally along a fence line, a distance of 469.99' to a found 3/8" rebar, on the South line of Hunters Landing Subdivision, of record in Cabinet 4, Slide 584, Plat Records of Taylor

Thence S89°53'44"E, generally along a fence line, a distance of 1898.77' to a found½" rebar, on the West line of Section 11 Lunatic Asylum Lands Survey, the East line of said T.C. Garner Survey, and the West line of a 30 acre tract, described in Deed to Mike Byrd, dated October 14, 2014, of record in Instrument No. 2014-16082, Official Public Records of Taylor County, Texas, for the Southeast corner of the remainder of a 63.95 acre tract, described in deed to Abilene Forest Hills, LLC. of record in Instrument No. 2019-1937 Official Public Records of Taylor County, Texas, the Northeast corner of said 56.291 acre tract and the Northeast corner of this tract;

W.T. Redell Survey and the North line of the Griggs Subdivision, of record in Cabinet 3, Slide 383, Plat Records of Taylor County, Texas, for the Southwest corner of said Section 11, the Southeast corner of said T.C. Garner Survey, the Southeast corner of said Lot 8, and the Southeast corner of this tract;

EXHIBIT B

Purpose. The purpose of the Planned Development (PD) District is to allow single-family residential development, similar to what would be found within Residential Single Family (RS-6) zoning districts.

Specific Modifications. The use and development of land and buildings in this Planned Development (PD) District shall generally be subject to requirements of the Residential Single Family (RS-6) zoning classification, except as modified below:

A. Site Layout and Building Requirements:

1. Lot Size:

- a. Platted lots in this PD must have a minimum lot area of 5,000 square feet.
- b. Minimum lot width shall be 50 feet.

2. Setbacks:

- a. Interior Side Yard: 5-feet
- b. Corner lot side yard setback is 15 feet

B. Concept Plan Requirements:

- 1. The subject property shall be platted in general accordance with Concept Plan shown below.



-END-

ZONING CASE Z-2024-35

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: December 3, 2024
City Council 1st Reading: December 19, 2024
City Council 2nd Reading: January 9, 2025

Applicant

Applicant: Hummingbird Hill LLC
Agent: Jacob | Martin

Case Manager

Clarissa Ivey – Planner

Request

Change the zoning of approximately 64.24 acres from AO to PDD-191.

Location

7501 Old Forrest Hill Road

Background

The subject property was annexed in 1980 and has remained vacant and zoned as AO. The applicant proposes to change the zoning from AO to a Planned Development District (PDD) to allow lots with a minimum area of 5,000 square feet, a minimum width (frontage) of 50 feet, and five-foot (5') interior side setbacks. The base zoning of the property would be RS-6.

Zoning, Existing and Proposed Land Use

Currently the property is zoned Agricultural Open. Property to the north was rezoned in 2022 to Medium Density along with Residential Single Family. The property east is zoned Patio Homes. The property to the south and across Old Forrest Hill Rd are both zoned Agricultural Open and remain undeveloped.

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 Comprehensive Plan and FLUM designate this area for low density residential, thus making the proposed use of this Planned Development District consistent with the Comprehensive Plan.

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

Single-family residential uses exist in the immediate area as well as higher density residential uses. The proposed use is appropriate.

(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 will need to extend utilities to serve the proposed development.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

None known.

P&Z Recommendation

Staff recommends **approval** subject to the **Concept Plan** attached with this report and regulations as set forth within the proposed PD ordinance, which sets out the following development standards:

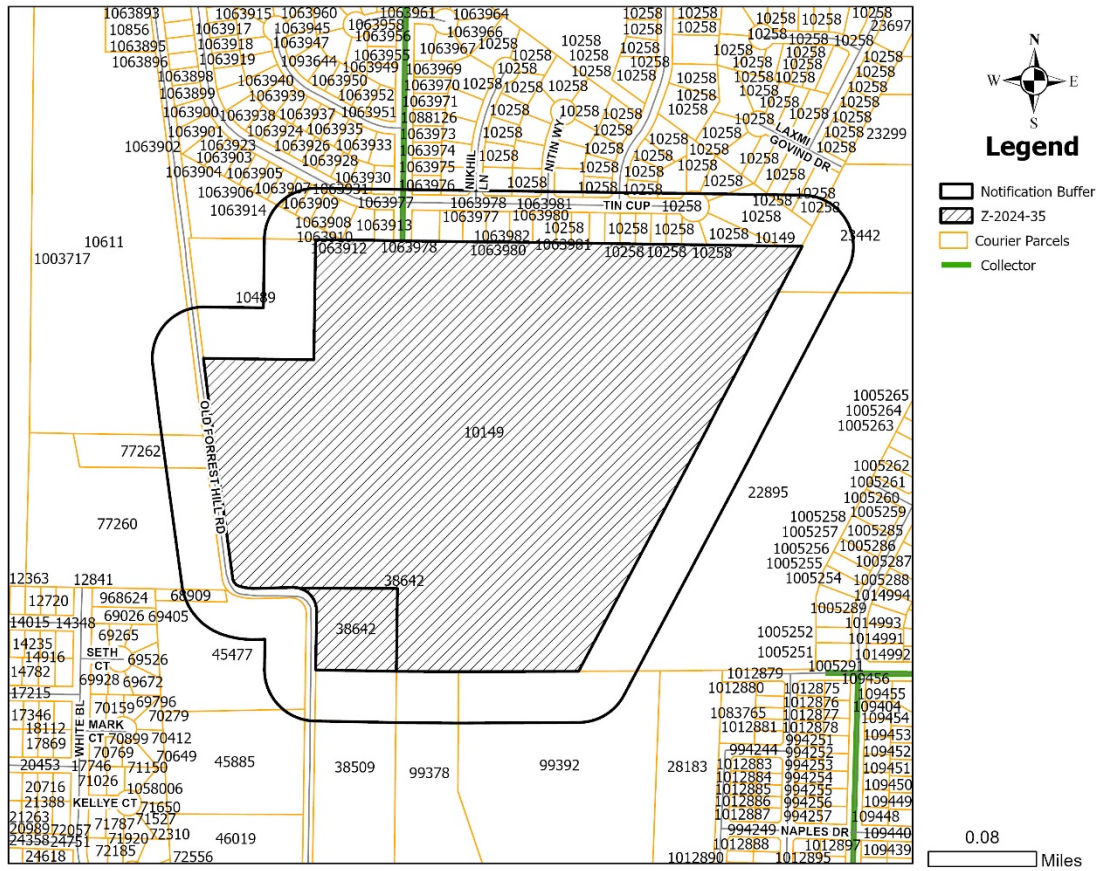
- Lot size minimum 5,000 sq feet and a minimum width of 50 feet;
- Interior side yard setback shall be 5 feet minimum. The exterior side setback on corner lots shall be a minimum of 15 feet; and
- All other regulations as set forth in the RS-6 base zoning district.

NOTIFICATIONS

Legend:
O- Opposed
F- In Favor

OWNER

Owner	Property ID	Situs	Response
ABILENE FORREST HILL LLC	1063913	7150 PHOENIX DR	
ARZOLA JOSE & JOSEFINA	77260		
COZBY FRANKLIN JACKSON JR	10489	7341 OLD FORREST HILL RD	
HAWKS WESLEY D & SHERRY K	22895		
HUMMINGBIRD HILL DEVELOPMENT LLC	38642	7501 OLD FORREST HILL RD	
LOUDERMILK ENTERPRISES LLC	45477	7502 OLD FORREST HILL RD	
LOUDERMILK JONATHAN	68909	7503 WHITE BL	
LOWRY STEPHEN R & TONJA J	38509	7601 OLD FORREST HILL RD	
THOMPSON JACK W JR &	10611		
WELCH BUSTER	45885	7602 OLD FORREST HILL RD	
WILSON RICKY & RACHEL	23442	7212 HARDWICK RD	

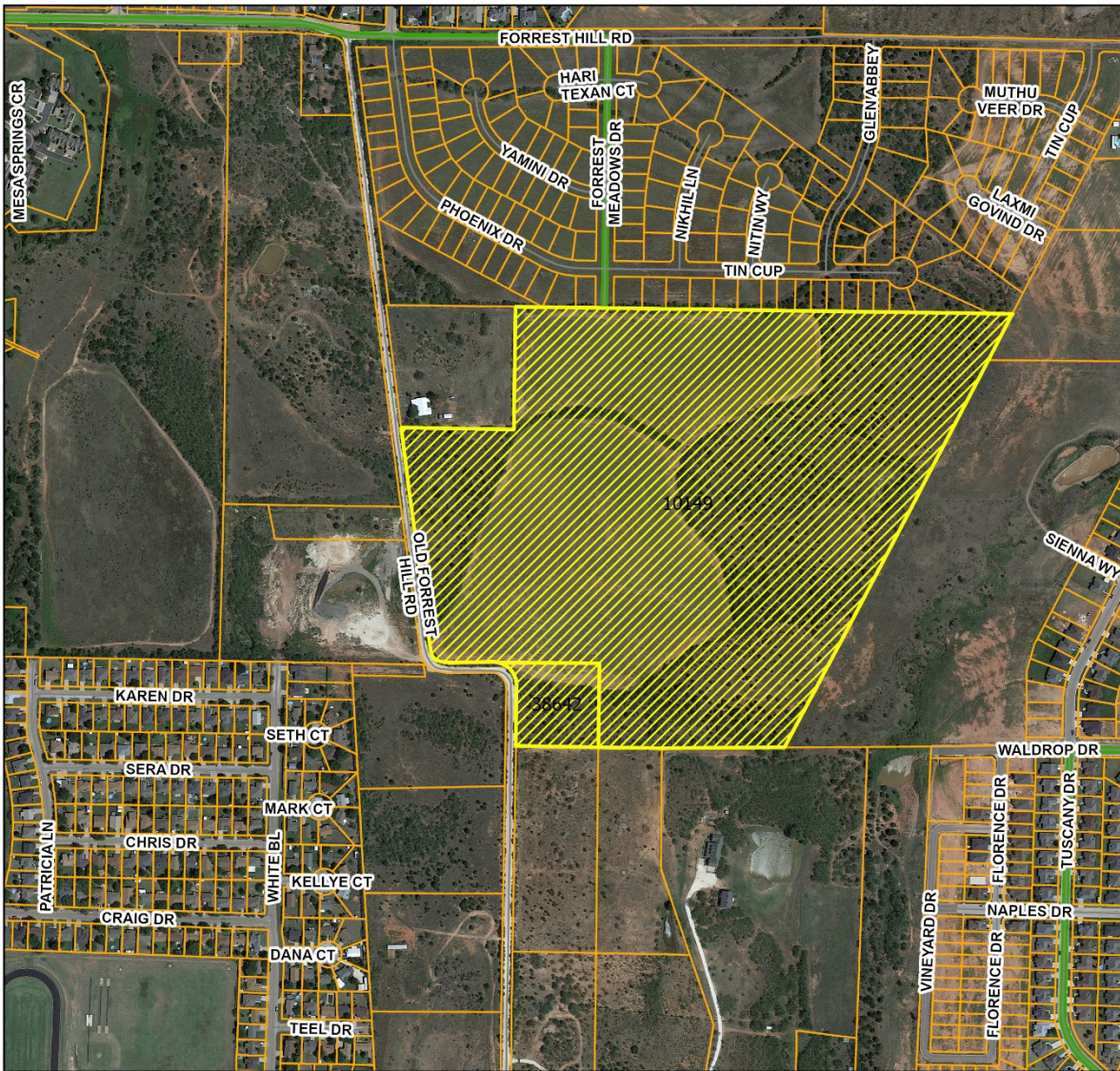


Case # Z-2024-35
November 18, 2024

CONCEPT PLAN



LOCATION MAP

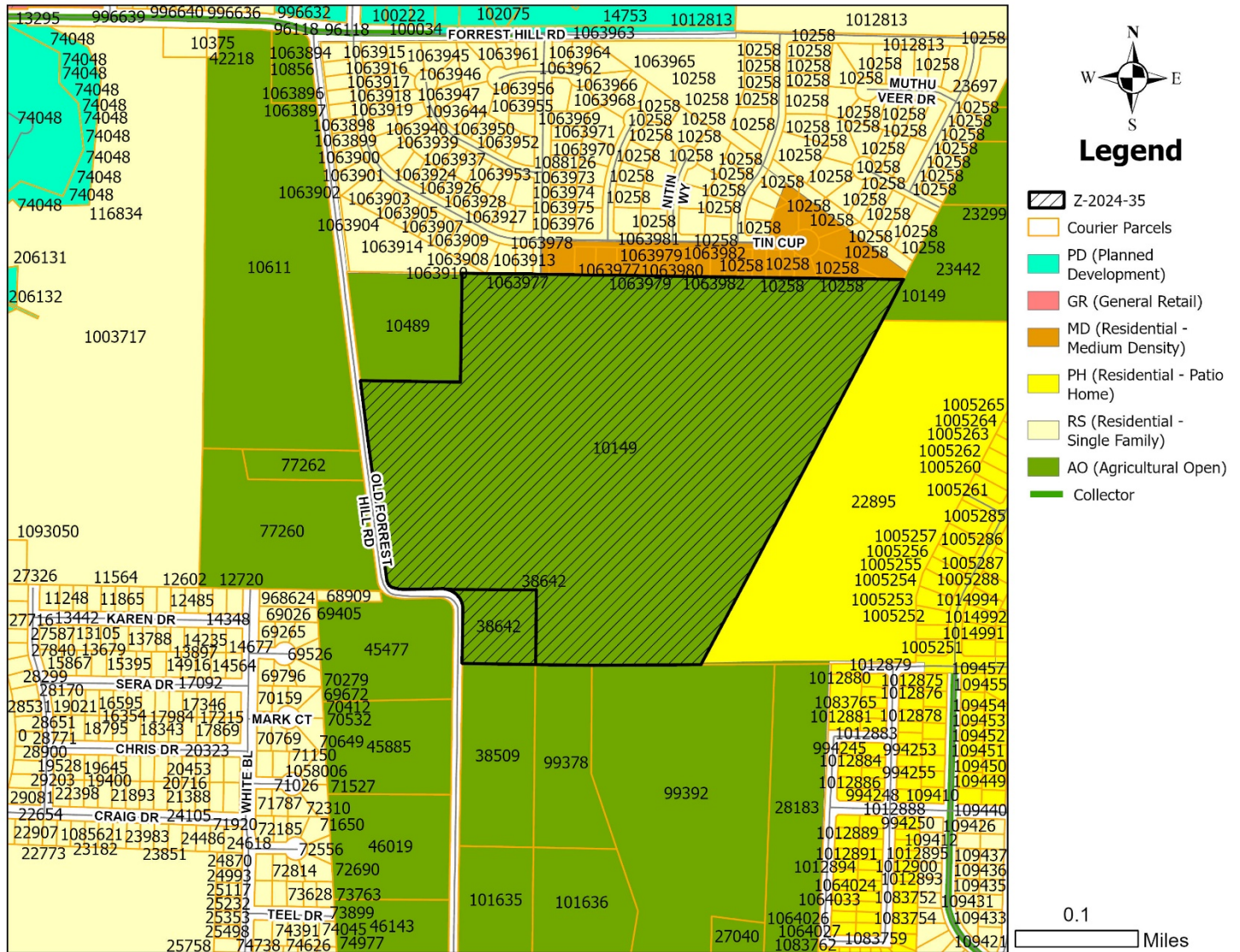


Legend

- Z-2024-35
- Courier Parcels
- Collector

0.1
Miles

ZONING MAP



PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2024-35 AO to PDD-191 (7501 Old Forrest Hill Rd.)
ID # 24-000226 | **Started** 10/04/2024 at 11:21 AM



Address

7501 Old Forrest Hill Rd, Abilene, TX USA 79606

Legal

A1878 D A Doughtit Blk Acres 2.35
A1878 D A Doughtit, Acres 2.354

Description

Rezone property described in the legal description from AO to PD. PD to have a base zoning of RS-6

PROPERTY DETAILS

Property ID	38642
GEO ID	54156
Enforcement Area	Far Southside

PROPERTY ADDITIONAL INFORMATION

Account Number	A1878000200
Property ID	54156
Land Use	Vacant
High School	Wylie
Middle School	Wylie
Elementary School	Wylie
Super Neighborhood	Far Southside
Courier - Building Square Feet	0

INFORMATION FIELDS

Owner Name

Hummingbird Hill Development LLC

Agent Name

Jacob & Martin

Block

-

Lot

-

Acreage

-

Legal Description of property

Being 64.249 acres and being out of and a part of a 52.291 acre tract (Tract 1) out of Lots 2, 3, 4, 6 and 7 and a 4.2 acre tract (Tract 3) out of Lot 8 of a subdivision of the T.C. Garner Survey, Taylor County , Texas, of record in Cabinet 4, Slide 11, Plat Records of Taylor County, Texas, and a 2.354 acre tract (Tract 2) out of the North part of the D.A. Douthit Survey No. 25, Taylor County, Texas, said tract being described in deed to Roy Earl Underwood, dated October 6, 2006, of record in Volume 3286, Page 869, Official Public Records, Taylor County, Texas, and said 64.249 acres

Subdivision Name

-

Current Zoning

AO

Proposed Zoning

PD

Agree to Terms

Clayton Farrow



SCALE
1" = 200'

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





3465 Curry Lane Abilene, Texas
325-695-1070 www.jacobmartin.com
Firm # 10194493

**METES & BOUNDS DESCRIPTION
PROPOSED "PD" ZONING TRACT
CITY OF ABILENE
TAYLOR COUNTY, TEXAS**

Being 64.249 acres and being out of and a part of a **52.291** acre tract (Tract 1) out of Lots 2, 3, 4, 6 and 7 and a 4.2 acre tract (Tract 3) out of Lot 8 of a subdivision of the T.C. Garner Survey, Taylor County, Texas, of record in Cabinet 4, Slide 11, Plat Records of Taylor County, Texas, and a 2.354 acre tract (Tract 2) out of the North part of the D.A. Douthit Survey No. 25, Taylor County, Texas, said tract being described in deed to Roy Earl Underwood, dated October 6, 2006, of record in Volume 3286, Page 869, Official Public Records, Taylor County, Texas, and said **64.249 acres** being more thoroughly described as follows:

Beginning at a found Stone Mound, on the East line of said J. G. Douthit Survey and the North line of a 10.576 acre tract, described in Deed to Stephen R. Lowry et ux, dated July 11, 2011, of record in Instrument No. 2011-9677, Official Public Records of Taylor County, Texas, for the Northwest corner of the W.T. Redell Survey, and exterior corner of said T.C. Garner Survey, the Southeast corner of said 2.354 acre tract, the Southwest corner of said Lot 7, the Southerly Southwest corner of said 56.291 acre tract and an exterior corner of this tract;

Thence S88°52'31"W, generally along a fence line, a distance of 324.2' to a found 2 3/8" pipe post, on the East line of Forest Hill Road, for the Northwest corner of said 10.576 acre tract, the Southwest corner of said 2.354 acre tract and the Southerly Southwest corner of this tract;

Thence along the East line of said Forest Hill Road as follows: N00°11'27"W a distance of 276.4' to a found 3/8" rebar, N56°02'02"W a distance of 45.25' to a found 3/8" rebar, N62°02'13"W a distance of 7.45' to a found 3/8" rebar, N00°09'02"W at 11.31 passing a found 3/8" rebar and continuing for a total distance of 11.61' to a point, on the Northerly South line of said T.C. Garner Survey, for the Northwest corner of said 2.354 acre tract and an interior corner of this tract;

Thence N89°43'19"W, along the North line of said Forest Hill Road, a distance of 282.33' to a point in said road for the Northerly Southwest corner of said 56.291 acre tract, and the Northerly Southwest corner of this tract from which a found 1/2" rebar, on the West line of said forest Hill Road bears N89°43'19"W 40.34';

Thence N07°05'31"W, generally along a fence line, on the East line of said Forest Hill Road, a distance of 909.99' to a found 2 3/8" pipe for the Southwest corner of a 5 acre tract, described in

Deed to Frank J. Cozby Jr., dated December 7, 1964, of record in Volume 758, Page 252, Deed Records of Taylor County, Texas, the Southerly Northwest corner of said 56.291 acre tract and the Southerly Northwest corner of this tract;

Thence S89°49'19"E, generally along a fence line, a distance of 429.53' to a found 1 1/2" pipe for the Southeast corner of said 5 acre tract, an interior corner of said 56.291 acre tract and an interior corner of this tract;

Thence N00°02'26"E, generally along a fence line, a distance of 469.99' to a found 3/8" rebar, on the South line of Hunters Landing Subdivision, of record in Cabinet 4, Slide 584, Plat Records of Taylor County, Texas, for the Northeast corner of said 5 acre tract, the Northerly Northwest corner of said 56.291 acre tract and the Northerly Northwest corner of this tract;

Thence S89°53'44"E, generally along a fence line, a distance of 1898.77' to a found 1/2" rebar, on the West line of Section 11 Lunatic Asylum Lands Survey, the East line of said T.C. Garner Survey, and the West line of a 30 acre tract, described in Deed to Mike Byrd, dated October 14, 2014, of record in Instrument No. 2014-16082, Official Public Records of Taylor County, Texas, for the Southeast corner of the remainder of a 63.95 acre tract, described in deed to Abilene Forest Hills, LLC. of record in Instrument No. 2019-1937 Official Public Records of Taylor County, Texas, the Northeast corner of said 56.291 acre tract and the Northeast corner of this tract;

Thence S26°55'23"W, generally along a fence line, a distance of 1872.3' to a found 1/2" rebar, on the North line of said W.T. Redell Survey and the North line of the Griggs Subdivision, of record in Cabinet 3, Slide 383, Plat Records of Taylor County, Texas, for the Southwest corner of said Section 11, the Southeast corner of said T.C. Garner Survey, the Southeast corner of said Lot 8, and the Southeast corner of this tract;

Thence S89°15'51"W, generally along a fence line, a distance of 705.02' to the **POINT OF BEGINNING**, containing **64.249 acres** of land, more or less.

EXHIBIT “A”

(Base Zoning Districts/Land Uses/Development Standards)

Purpose: The purpose of the Planned Development District (PDD) is to allow for development of residential homes with 50’ minimum width and 5,000 s.f. lots instead of the typical 60’ minimum width and 6,000 s.f. lots.

Specific Modifications:

This Planned Development District shall be subject to the requirements of the Residential Single-Family District-6 (RS-6) zoning district, except as modified below:

1. Permitted Uses and Specific Regulations
 - a. All residential uses ordinarily permitted within Residential Single-Family District-6 (RS-6) Zoning in addition to the following modifications:
2. Site Layout & Building Requirements
 - i. Lot Area:
 1. 5,000 Minimum s.f.
 - ii. Lot Width:
 1. 50’ Minimum width
 - iii. Setbacks:
 1. Side Yard: 5-feet

Except as otherwise specified in and allowed by this ordinance, the use and development of this subject property shall be governed by regulations applicable to the RS-6 zoning classification.

Owner Information and Representative Designation

OWNER INFORMATION			
Name: HUMMINGBIRD HILL LLC			
Address: 1013 ENERGY DRIVE			
City: ABILENE		State: TEXAS	Zip: 79602
Number:		Email: cmcustomandremodel@gmail.com	

AGENT INFORMATION (if applicable)			
Name: JACOB MARTIN			
Address: 3465 CURRY LANE			
City: ABILENE		State: TEXAS	Zip: 79606
Number: 325-695-1070		Email: CFARROW@JACOBMARTIN.COM	

Project Representation (check one):

☐ I will represent the application myself; OR

☒ I hereby designate JACOB | MARTIN (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

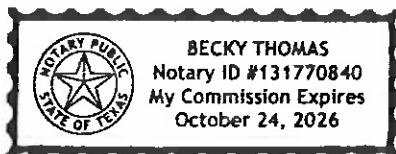
Property Owner's Signature: [Signature]

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Chad Massey
(printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 9th day of October, 2024



[Signature]
NOTARY PUBLIC in and for the State of Texas



REZONE REQUEST

Case: Z-2024-35

Applicant: Hummingbird Hill LLC

Agent: Jacob | Martin

Request: Change the zoning of approximately 64.24 acres from AO to PDD-191

Location: 7501 Old Forrest Hill Road

Notification: 0 in Favor, 0 Opposed

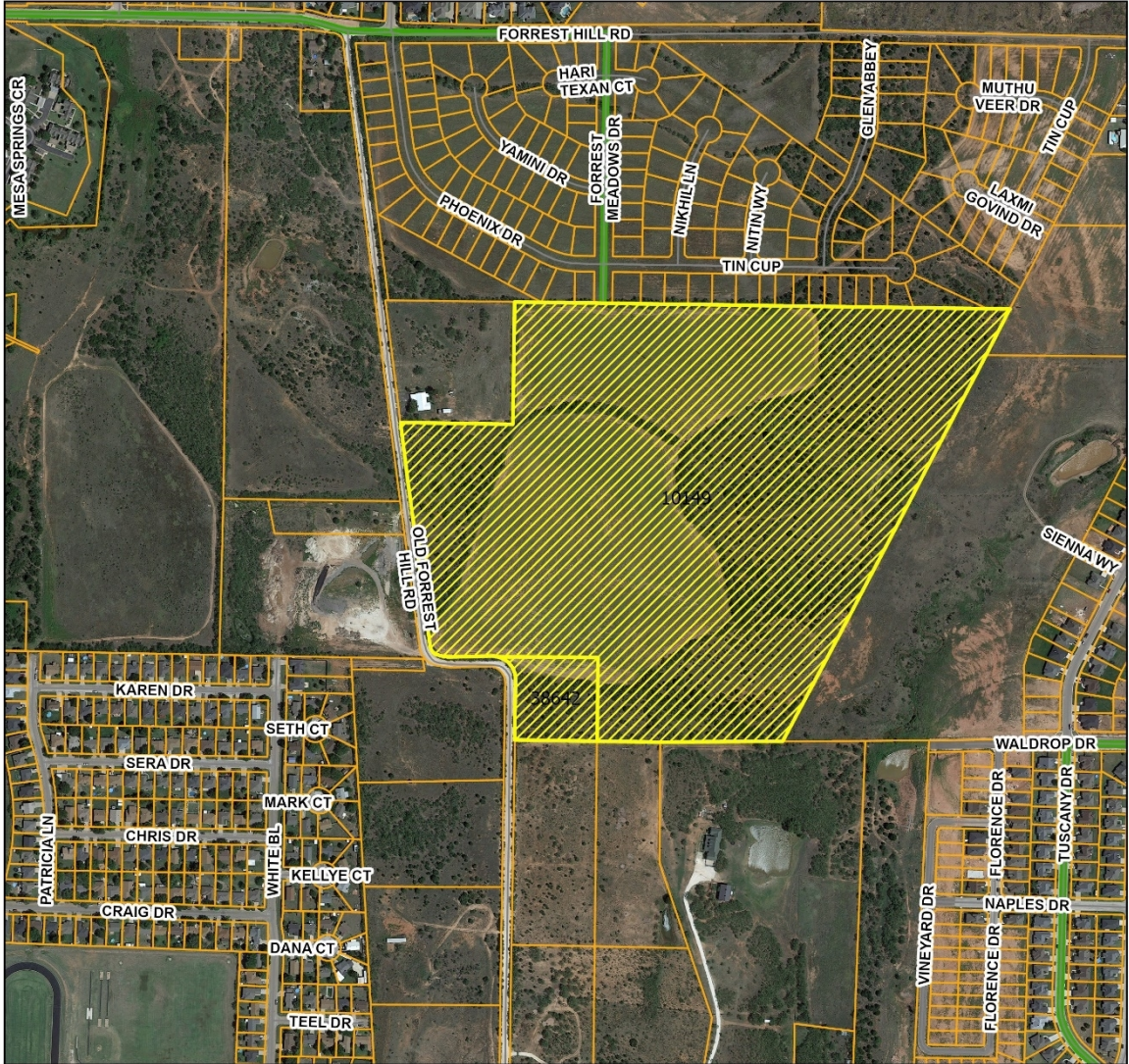
Planning & Zoning: December 3, 2024

Council Hearing: December 19, 2024
January 9, 2025





AERIAL LOCATION MAP



Legend

- Z-2024-35
- Courier Parcels
- Collector

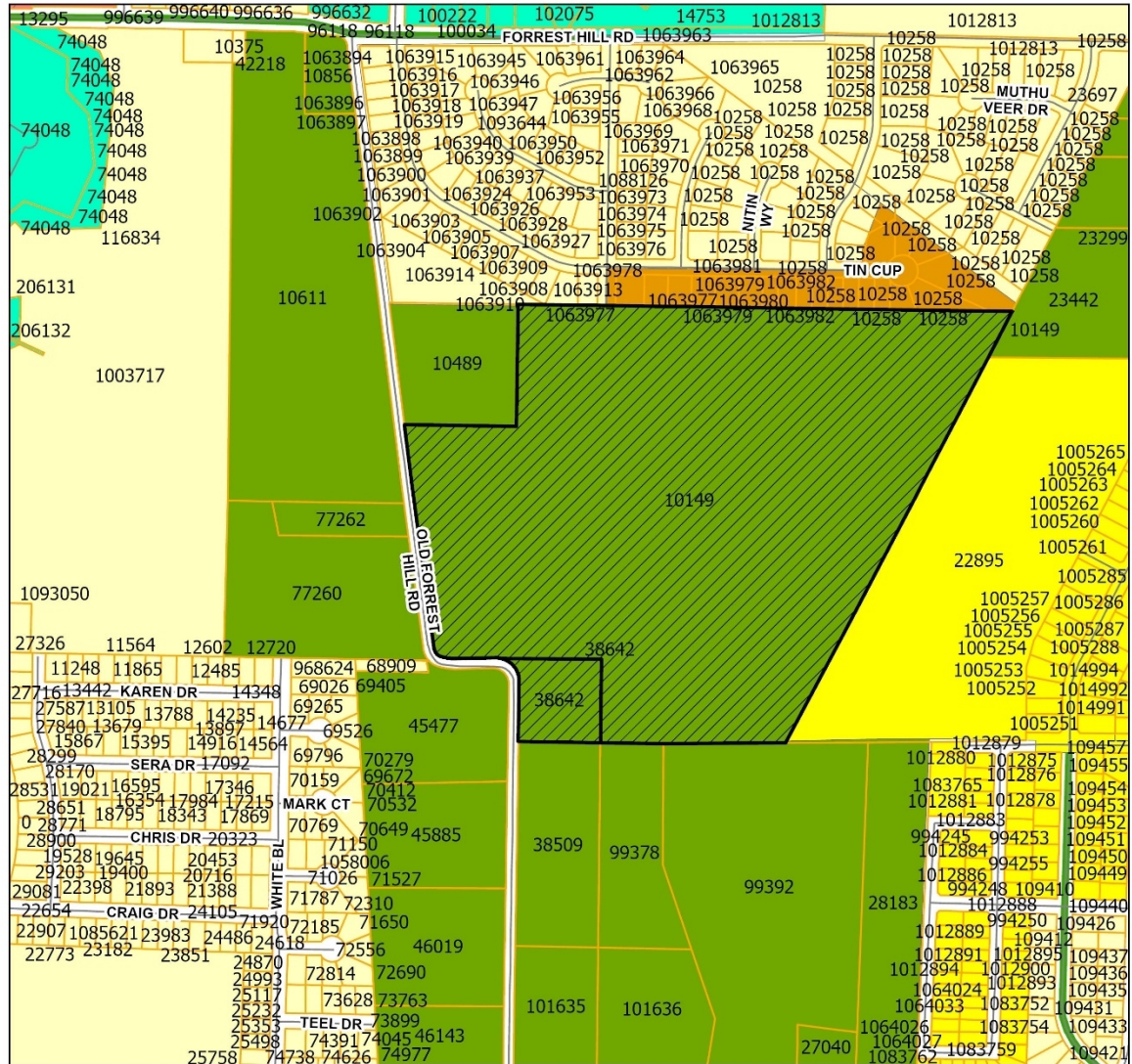
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CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

- Z-2024-35
- Courier Parcels
- PD (Planned Development)
- GR (General Retail)
- MD (Residential - Medium Density)
- PH (Residential - Patio Home)
- RS (Residential - Single Family)
- AO (Agricultural Open)
- Collector

0.1
Miles



CITY OF
ABILENE
TEXAS



VIEWS OF SUBJECT PROPERTY



Subject Property



West Neighboring Property



Neighboring Property



Subject Property



Neighboring Property





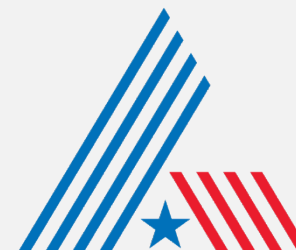
PROPOSED CONCEPT PLAN





 Notification Buffer
 Z-2024-35
 Courier Parcels
 Collector

0 % OPPOSITION



**CITY OF
ABILENE
TEXAS**

Miles



FINDINGS AND RECOMMENDATION

The proposed request for PD zoning is *consistent* with:

- Comprehensive Plan;
- Generally accepted planning principals;
- The surrounding uses and zoning; and
- The Criteria for Approval in the LDC.

P&Z Recommendation:

Approval subject to the proposed Concept Plan and
And the pro[posed ordinance, which sets out:

- RS-6 as the base zoning district;
- Minimum lot area of 5,000 sq. ft. and a lot width of 50’;
- Interior side setback of 5’; and
- Corner lot exterior side setback of 15 feet.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **21. Ordinance (First Reading) Z-2024-36; Receive a Report, Hold a Discussion and Take Action on a Request from the Owner, to Change the Zoning of Approximately 134.86 Acres from Agricultural Open (AO) to General Retail (GR), General Commercial (GC), and Multi-Family (MF), Located at 7450 HWY 83-84 (*Tim Littlejohn*)**

GENERAL INFORMATION

The applicant is requesting to change the zoning of approximately 134.86 acres from Agricultural Open (AO) to General Retail (GR), General Commercial (GC), and Multi-Family (MF).

SPECIAL CONSIDERATIONS

The subject property was annexed into the City of Abilene in 1980 and has remained vacant since. This property has been zoned Agricultural Open (AO) since annexation. The proposed zoning changes are in continuation with the current development of the area.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. zoning concept plan
4. Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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

PASSED ON FIRST READING the 19th day of December, 2024.

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 November, 2024, 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 9th day of January, 2025, 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 9th day of January, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of the following described land from Agricultural Open (AO) to General Retail (GR), General Commercial (GC), and Multi-Family (MF). A zoning concept plan is included as EXHIBIT B.

Legal description for General Retail (GR) zoning:

BEING a 39.34 acre zoning tract out of the SE/4 & SW/4 of Section No. 12, Lunatic Asylum Lands, M. Jones Survey, Abstract No. 766, & M. Pogue Survey, Abstract No. 831, City of Abilene, Taylor County, Texas and being out of the east end of that certain 125.04 acre tract more particularly described in a deed to PB 6950, L.L.C. recorded in Instrument No. 2021-17398, Official Public Records, Taylor County, Texas. Said **39.34 acre** tract is more particularly described in metes and bounds as follows:

BEGINNING at a point for the northwest corner of this described tract and said 125.04 acre tract;

THENCE S89°27'57"E along the north line of this described tract and said 125.04 acre tract, a distance of 1178.71 feet to a point for northeast corner of this described tract, being the northeast corner of said 125.04 acre tract and being in the west right-of-way line of Memorial Drive;

THENCE S09°07'47"W along the east line of this described tract and said 125.04 acre tract, and the west right-of-way line of said Memorial Drive, a distance of 674.64 feet to a point for an interior corner of this described tract and said 125.04 acre tract;

THENCE N89°27'50"E along a north line of this described tract and said 125.04 acre tract, a distance of 356.35 feet to a point for the most easterly northeast corner of this described tract;

THENCE S09°00'29"W along the east line of this described tract and over and across said 125.04 acre tract, a distance of 691.29 feet to a point for the southeast corner of this described tract and being in the south line of said 125.04 acre tract;

THENCE N89°36'27"W along the south line of this described tract and said 125.04 acre tract, a distance of 303.65 feet to a point for an interior corner of this described tract;

THENCE S09°02'02"W along a east line of this described tract and said 125.04 acre tract, a distance of 22.65 feet to a point for the most southerly southeast corner of this described tract;

THENCE N89°27'05"W along the south line of this described tract and over and across said 125.04 acre tract, a distance of 1024.76 feet to a point for the southwest corner of this described tract and being the most westerly southwest corner of said 125.04 acre tract;

THENCE N00°30'42"E along the west line of this described tract and said 125.04 acre tract, a distance of 1367.04 feet to said **POINT OF BEGINNING** and containing **39.34 acres** of land, more or less.

Legal description for northeast General Commercial (GC) zoning:

BEING a 32.42 acre zoning tract out of the SE/4 of Section No. 12, Lunatic Asylum Lands, M. Jones Survey, Abstract No. 766, City of Abilene, Taylor County, Texas and being out of the east end of that certain 125.04 acre tract more particularly described in a deed to PB 6950, L.L.C. recorded in Instrument No. 2021-17398, Official Public Records, Taylor County, Texas and being out of and a part of those certain 6.04 acre tracts of land, known as Tract One and Tract Two, described in a deed to PB 6950, LLC recorded in Instrument No. 2021-21155, Official Public Records, Taylor County, Texas. Said **32.42 acre** tract is more particularly described in metes and bounds as follows:

BEGINNING at a point for the northeast corner of this described tract and said Tract Two, being in the west right-of-way line of U.S. Highway 83/84;

THENCE S00°50'25"W along the east line of this described tract, said Tract Two and said 125.04 acre tract, a distance of 1168.22 feet to a point for the southeast corner of this described tract;

THENCE S89°27'26 "W along the south line of this described tract and over and across said 125.04 acre tract, a distance of 1277.65 feet to a point for the southwest corner of this described tract;

THENCE N00°16'40"E along the west line of this described tract and over and across said 125.04 acre tract and over and across said Tract One, a distance of 1168.82 feet to a point for the northwest corner of this described tract;

THENCE N89°29'37"E along the north line of this described tract and said Tract One, a distance of 269.62 feet to a point for the most westerly northeast corner of this described tract;

THENCE S00°28'02"E along a east line of this described tract, and along the east line of said Tract One, a distance of 344.89 feet to a point for an interior corner of this described tract;

THENCE N89°29'55"E along a north line of this described tract, and the a north line of said 125.04 acre tract, a distance of 252.67 feet to a point for an interior corner of this described tract;

THENCE N00°29'23"E along a west line of this described tract, and along the west line of said Tract Two, a distance of 344.91 feet to a point for the most easterly northwest corner of this described tract;

THENCE N89°29'37"E along the north line of this described tract and said Tract Two, a distance of 766.96 feet to said **POINT OF BEGINNING** and containing **32.42 acres** of land, more or less.

Legal description for southwest General Commercial (GC) zoning:

BEING a **12.32 acre** zoning tract out of the SW/4 of Section No. 12, Lunatic Asylum Lands, M. Pogue Survey, Abstract No. 831, City of Abilene, Taylor County, Texas and being out of the east end of that certain 125.04 acre tract more particularly described in a deed to PB 6950, L.L.C. recorded in Instrument No. 2021-17398, Official Public Records, Taylor County, Texas. Said **12.32 acre** tract is more particularly described in metes and bounds as follows:

BEGINNING at a point for the southwest corner of this described tract and said 125.04 acre tract, being in the north right-of-way line of Waldrop Drive;

THENCE N00°32'43"E along the west line of this described tract and said 125.04 acre tract, a distance of 1279.55 feet to a point for northeast corner of this described tract;

THENCE S89°27'05"E along the north line of this described tract and over and across said 125.04 acre tract, a distance of 514.12 feet to a point for the northeast corner of this described tract and being in a east line of said 125.04 acre tract;

THENCE S09°02'02"W along the east line of this described tract and said 125.04 acre tract, a distance of 1298.87 feet to a point for the southeast corner of this described tract and being the most southerly southeast corner of said 125.04 acre tract, said point being in the north right-of-way line of said Waldrop Drive;

THENCE N88°32'36"W along the south line of this described tract and said 125.04 acre tract, and along the north right-of-way line of said Waldrop Drive, a distance of 322.44 feet to said **POINT OF BEGINNING** and containing **12.32 acres** of land, more or less.

Legal description for Multi-Family (MF) zoning:

BEING a **50.78 acre** zoning tract out of the SE/4 of Section No. 12, Lunatic Asylum Lands, M. Jones Survey, Abstract No. 766, City of Abilene, Taylor County, Texas and being out of the east end of that certain 125.04 acre tract more particularly described in a deed to PB 6950, L.L.C. recorded in Instrument No. 2021-17398, Official Public Records, Taylor County, Texas and being out of and a part of that certain 6.04 acre tract of land, known as Tract One, described in a deed to PB 6950, LLC recorded in Instrument No. 2021-21155, Official Public Records, Taylor County, Texas, and being out of a part of Lot 9, Block D, The Denali Addition, as shown per plat recorded in Cabinet 4, Slide 588, Plat Records, Taylor County, Texas. Said **50.78 acre** tract is more particularly described in metes and bounds as follows:

BEGINNING at a point for the most northerly northeast corner of this described tract and said Lot 9, being in the south right-of-way line of McKinley Drive;

THENCE S45°07'57"E along the clip corner of said Lot 9, and between the south right-of-way line of said McKinley Drive and the west right-of-way line of Horse Head Crossing, a distance of 42.12 feet to a point for the most southerly clip corner of this described tract;

THENCE S00°16'40"W along the east line of this described tract and said Lot 9,, and the west right-of-way line of said Horse Head Crossing, a distance of 152.37 feet to a point for an interior corner of this described tract;

THENCE N89°29'37"E along a north line of this described tract and the north line of said Tract One, a distance of 35.00 feet to a point for the most easterly northeast corner of this described tract;
THENCE along the east lines of this described tract and over and across said Tract One and said 125.04 acre tract the following bearings and distances:

- S00°16'40"W 1168.82 feet to a point;
- N89°27'26"E 212.27 feet to a point;
- S00°32'34"E, 640.01 feet to a point for the southeast corner of this described tract, being in the south line of said 125.04 acre tract;

THENCE N89°41'01"W along the south line of this described tract and said 125.04 acre tract, a distance of 1162.43 feet to a point for the southwest corner of this described tract and the most easterly southwest corner of said 125.04 acre tract;

THENCE N00°48'23"E along the west line of this described tract and said 125.04 acre tract, a distance of 760.32 feet to a point for an interior corner of this described tract;

THENCE N89°36'27"W along a south line of this described tract and said 125.04 acre tract, a distance of 280.59 feet to a point for the most westerly southwest corner of this described tract;

THENCE N09°00'29"E along the west line of this described tract and over and across said 125.04 acre tract and said Lot 9, a distance of 1225.96 feet to a point for the northwest corner of this described tract, being in the north line of said Lot 9, and the south right-of-way line of said McKinley Drive;

THENCE N89°27'26"E along the north line of this described tract and said Lot 9, a distance of 963.61 feet to said **POINT OF BEGINNING** and containing **50.78** acres of land, more or less.

Located at 7450 HWY 83-84.

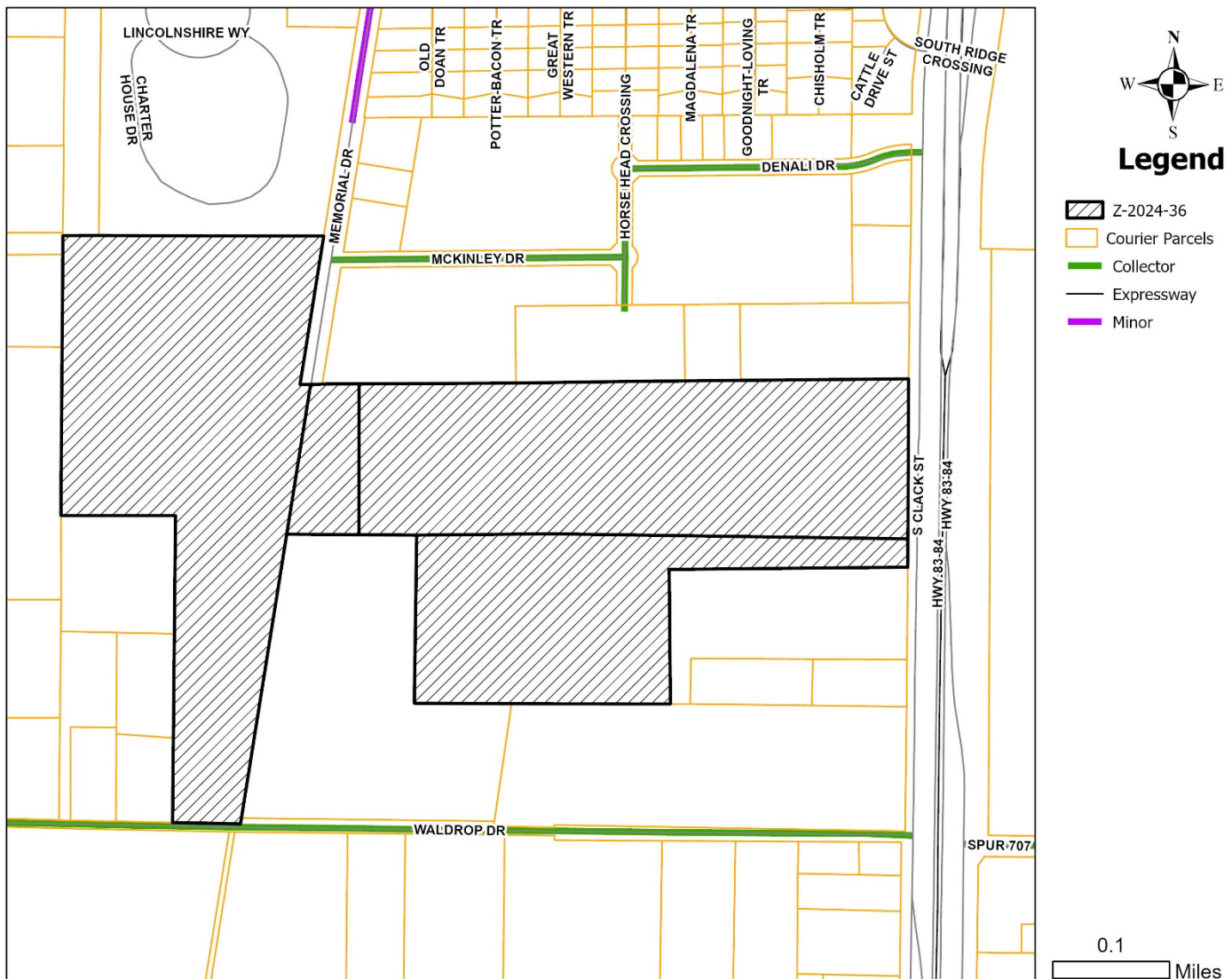
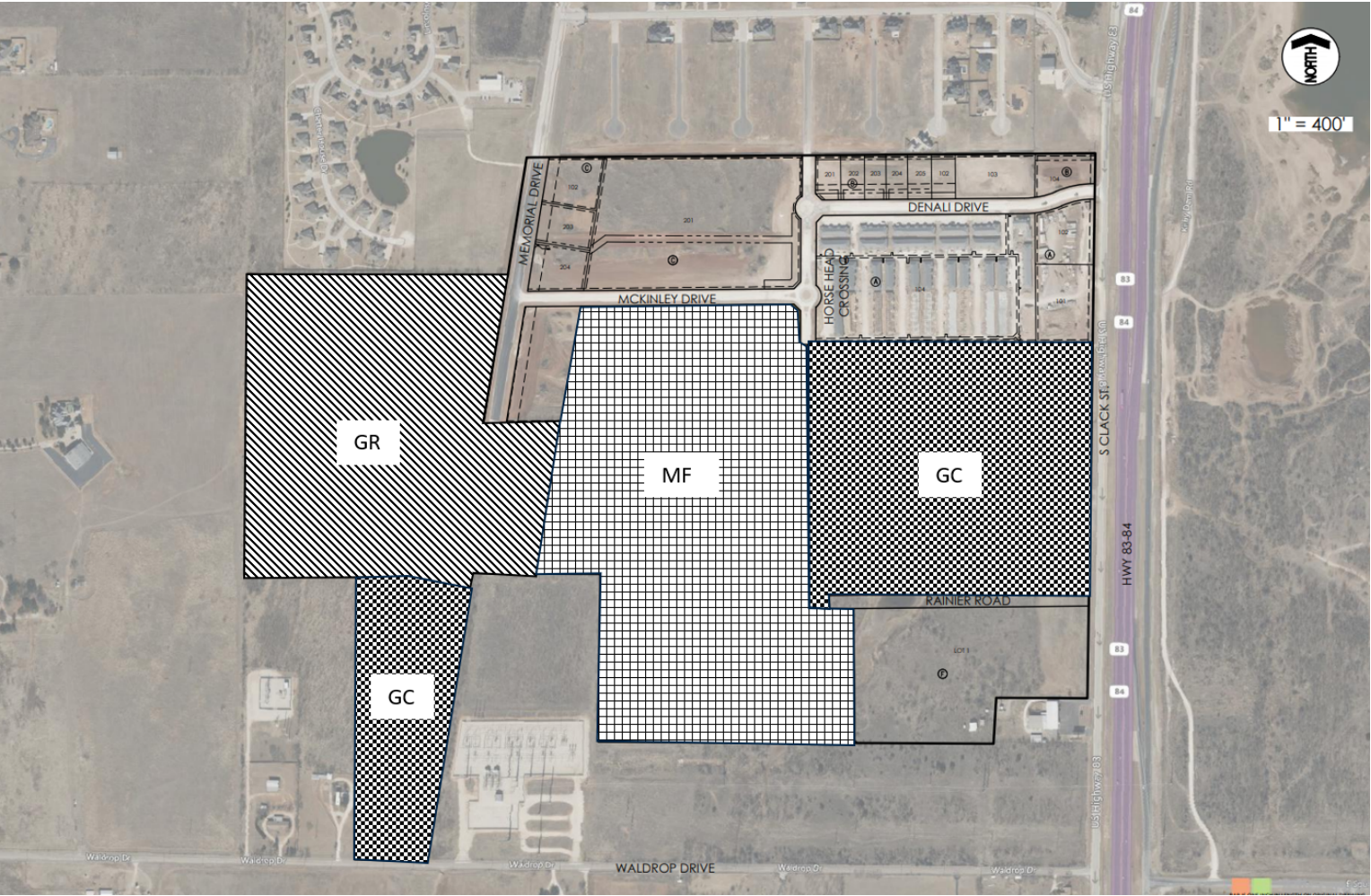


EXHIBIT B



END

ZONING CASE Z-2024-36 STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: December 3, 2024
City Council 1st Read: December 19, 2024
City Council 2nd Read: January 9, 2025

Applicant

Owner: PB 6950 LLC
Agent: Jacob & Martin

Case Manager

Mason Teegardin – Planner

Request

Rezone approximately 134.86 acres from Agricultural Open (AO) to General Retail (GR), General Commercial (GC), and Multi-Family (MF).

Location

The subject property is located at 7450 HWY 83-84. Legal description being 134.86 acres out of Survey 12, Lunatic Asylum Lands, Abilene, Taylor County, Texas.

Background

The subject property was annexed into the City of Abilene in 1980 and has remained vacant since. This property has been zoned Agricultural Open (AO) since annexation. The proposed zoning changes are in continuation with the current development of the area. A Zoning Concept Plan is included with this report.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	MD, GR, MF, GC	Retirement Community, Offices, Apartments
East	GC, AO	New Uhaul, Abilene Clay Sports
South	AO, GC	Utility Facility, New Uhaul
West	RS-8	Residences, Vacant Lots

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 Medium Density Residential, Institutional, and Retail uses in this area. The Comprehensive Plan allows the proposed zonings included in the request as 'compatible zoning districts' to this area.

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

The proposed zoning is consistent with the uses surrounding the subject property.

(3) Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other public services and utilities to the area.

The subject will need to be platted before development can proceed. During platting and development, the subject area will be adequately served by utilities and public 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**.

Attachments

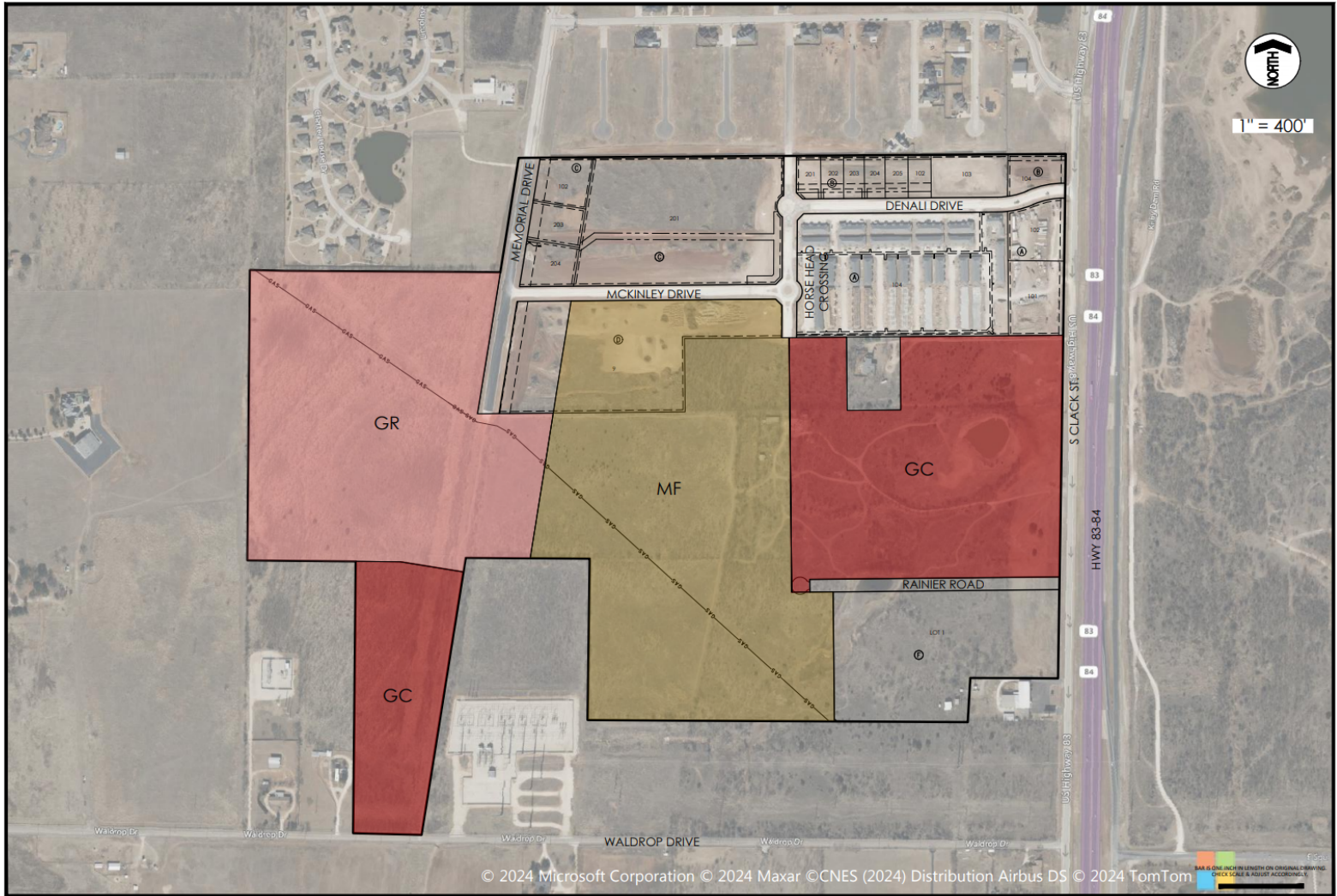
- PowerPoint Presentation
- Zoning concept plan

Notification

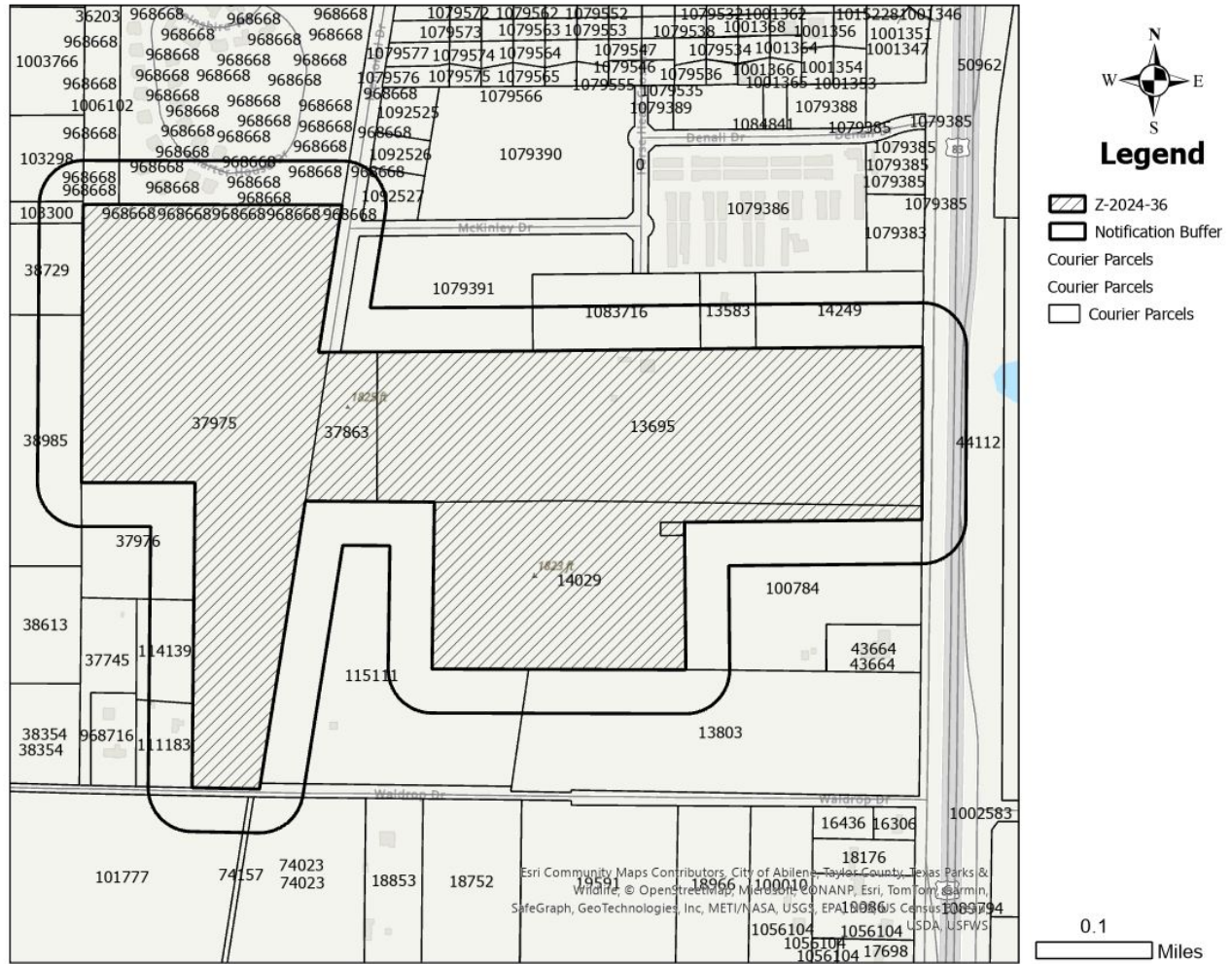
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on November 15, 2024, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER			Legend: O - Opposed, F - In Favor
OWNER	PROP_ID	SITUS	RESPONSE
AMERCO REAL ESTATE CO	100784		
BYRD MIKE	38729		
BYRD MIKE	38985		
BYRD MIKE	103298		
BYRD MIKE	103300		
BYRD MIKE	1006102		
GRAHAM SARA L TR	74023	2317 WALDROP DR	
GRAHAM SARA L TR	74023	2429 WALDROP DR	
GRAHAM SARA L TR	101777		
PARKER CYNTHIA	13583	7050 HWY 83-84	
PB 6950 LLC	13695	7450 HWY 83-84	
PB 6950 LLC	14029	7458 S CLACK ST	
PB 6950 LLC	14249		
PB 6950 LLC	37863		
PB 6950 LLC	37975		
PB 6950 LLC	1083716		
PB 6950 LLC	1092401		
STRICKLIN JACK JR	37976		
TAYLOR ELECTRIC COOP INC	111183	2550 WALDROP DR	
TAYLOR ELECTRIC COOPERATIVE INC	114139		
WESLEY COURT LLC	968668	2606 BRISTOL CT	
WESLEY COURT LLC	968668	6525 LINCOLNSHIRE WY	
WEST TEXAS UTILITIES CO	13803		
WEST TEXAS UTILITIES CO	115111	2418 WALDROP DR	

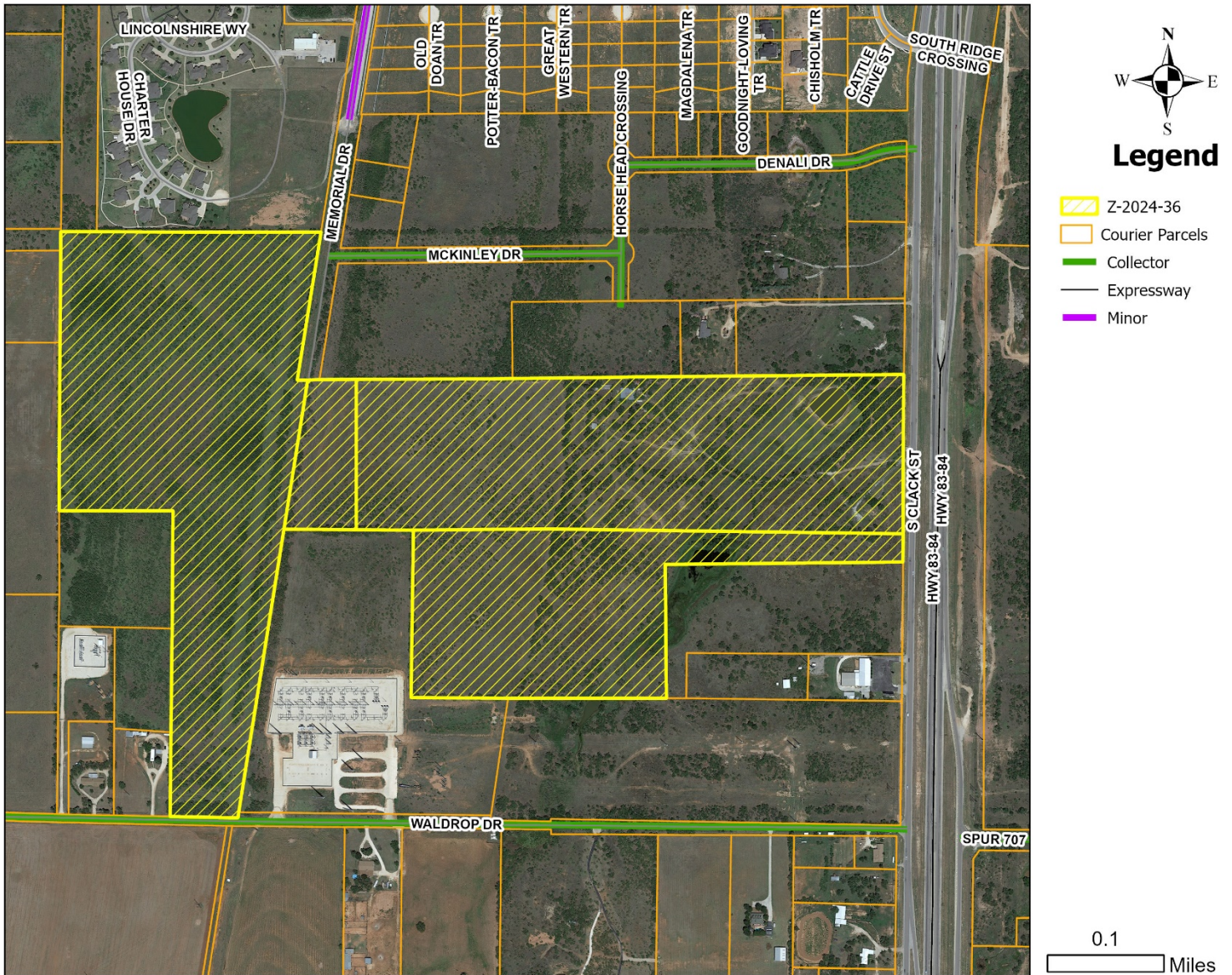
ZONING CONCEPT PLAN



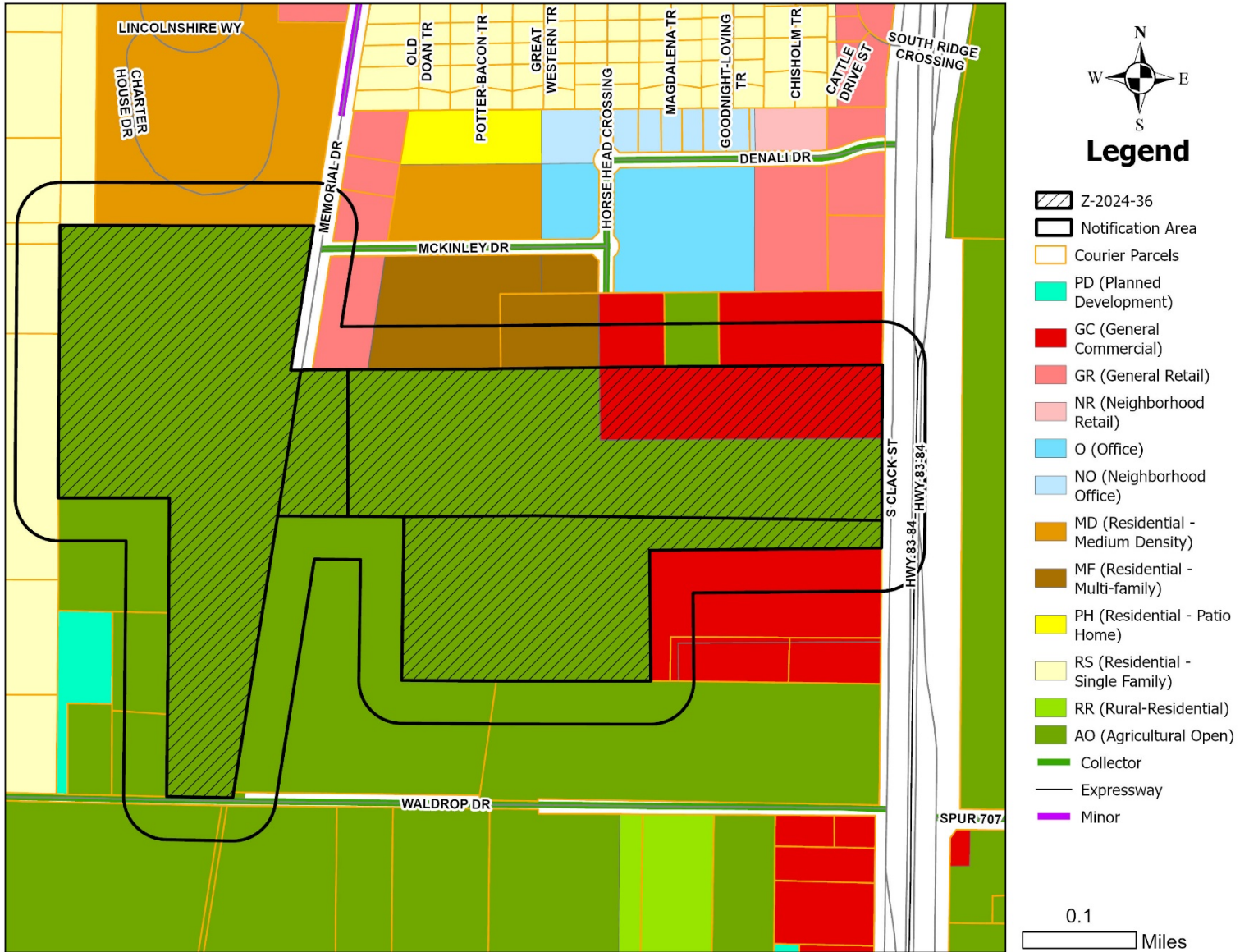
NOTIFICATION MAP

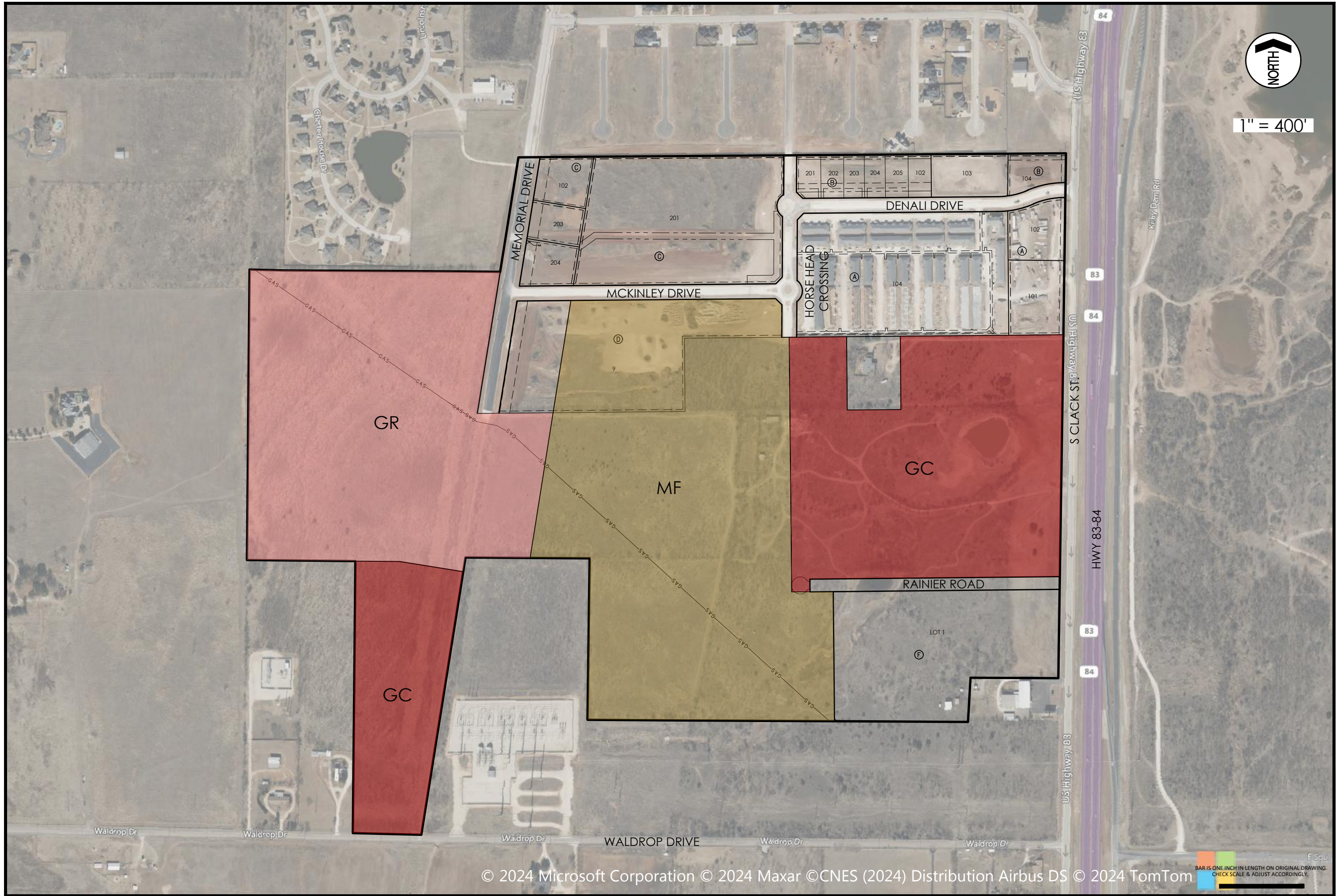


LOCATION MAP



ZONING MAP







REZONE REQUEST

Case: Z-2024-36

Agent: Jacob & Martin

Request: Rezone approximately 134.86 acres from Agricultural Open (AO) to General Retail (GR), General Commercial (GC), and Multi-Family (MF).

Location: 7450 HWY 83-84

Notification: 0 in Favor, 0 in Opposition

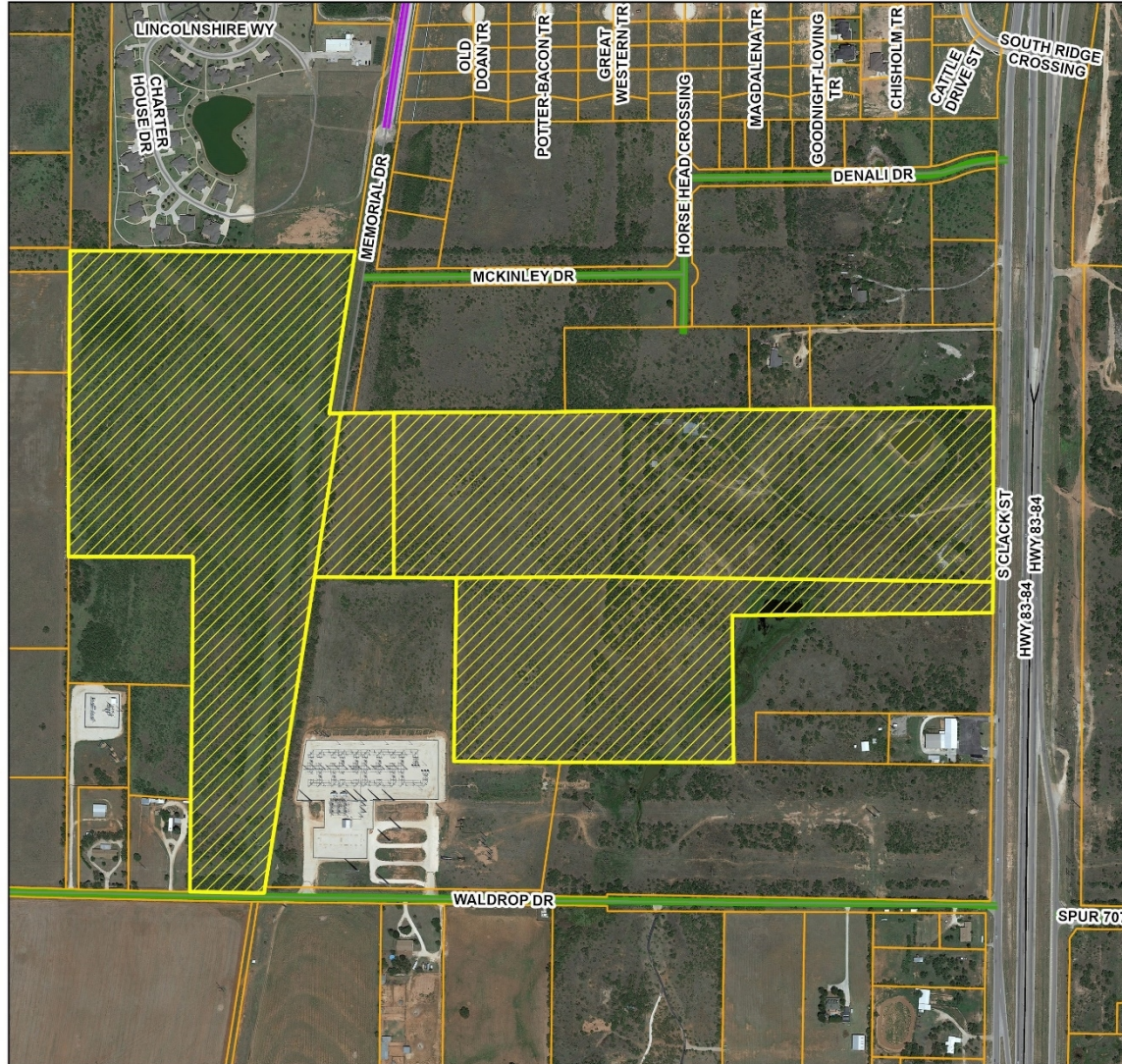
Planning & Zoning: December 3, 2024

Council Hearing: December 19, 2024
January 9, 2025





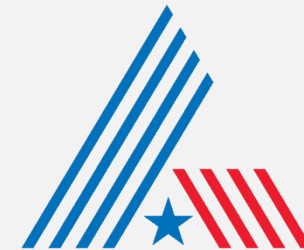
AERIAL LOCATION MAP



Legend

- Z-2024-36
- Courier Parcels
- Collector
- Expressway
- Minor

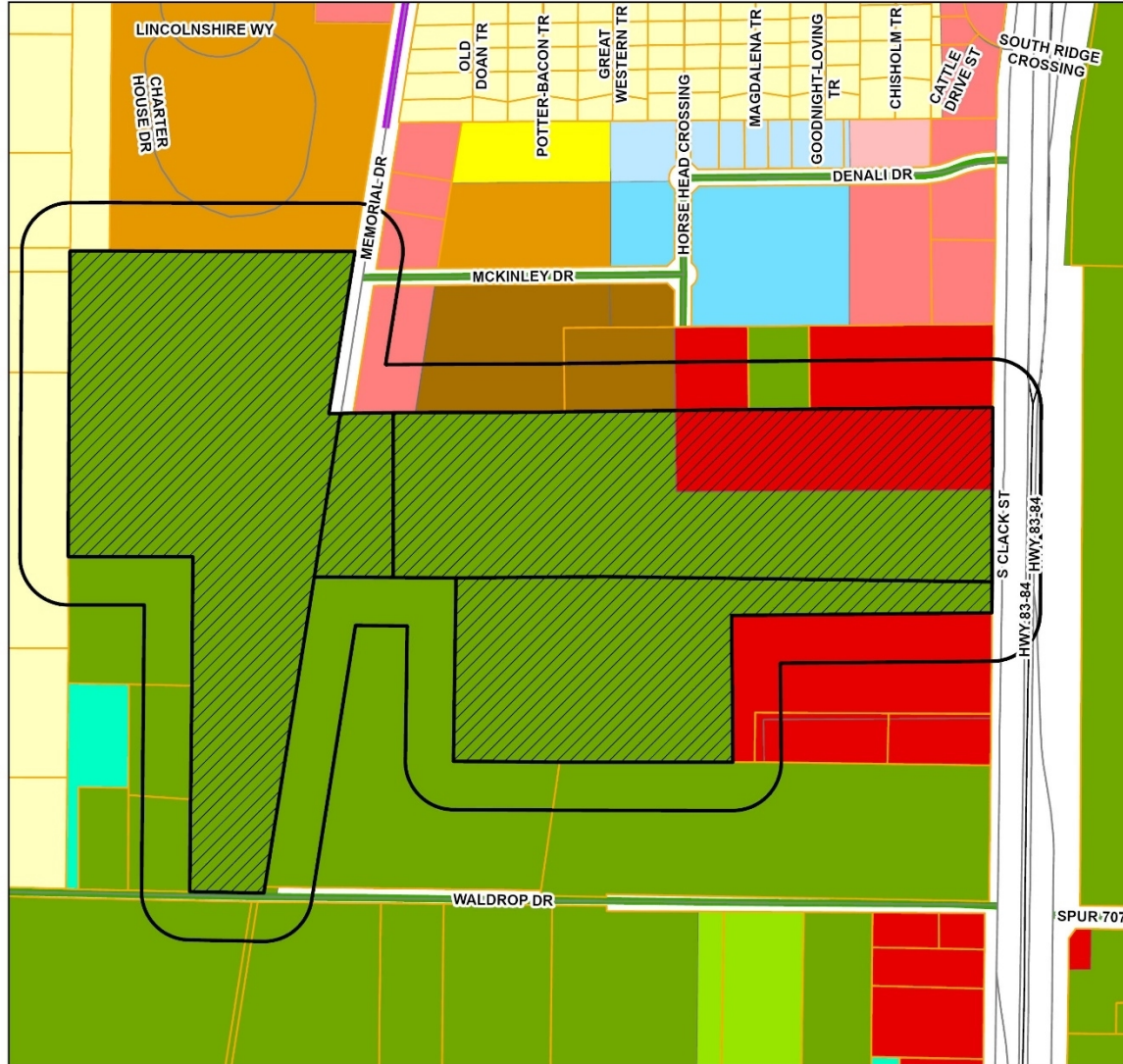
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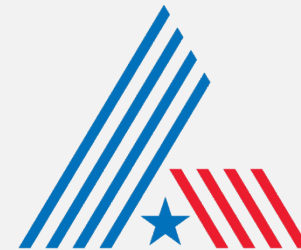
ZONING MAP



Legend

- Z-2024-36
- Notification Area
- Courier Parcels
- PD (Planned Development)
- GC (General Commercial)
- GR (General Retail)
- NR (Neighborhood Retail)
- O (Office)
- NO (Neighborhood Office)
- MD (Residential - Medium Density)
- MF (Residential - Multi-family)
- PH (Residential - Patio Home)
- RS (Residential - Single Family)
- RR (Rural-Residential)
- AO (Agricultural Open)
- Collector
- Expressway
- Minor

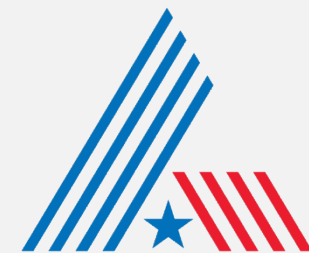
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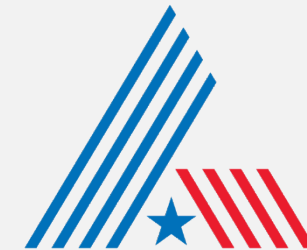
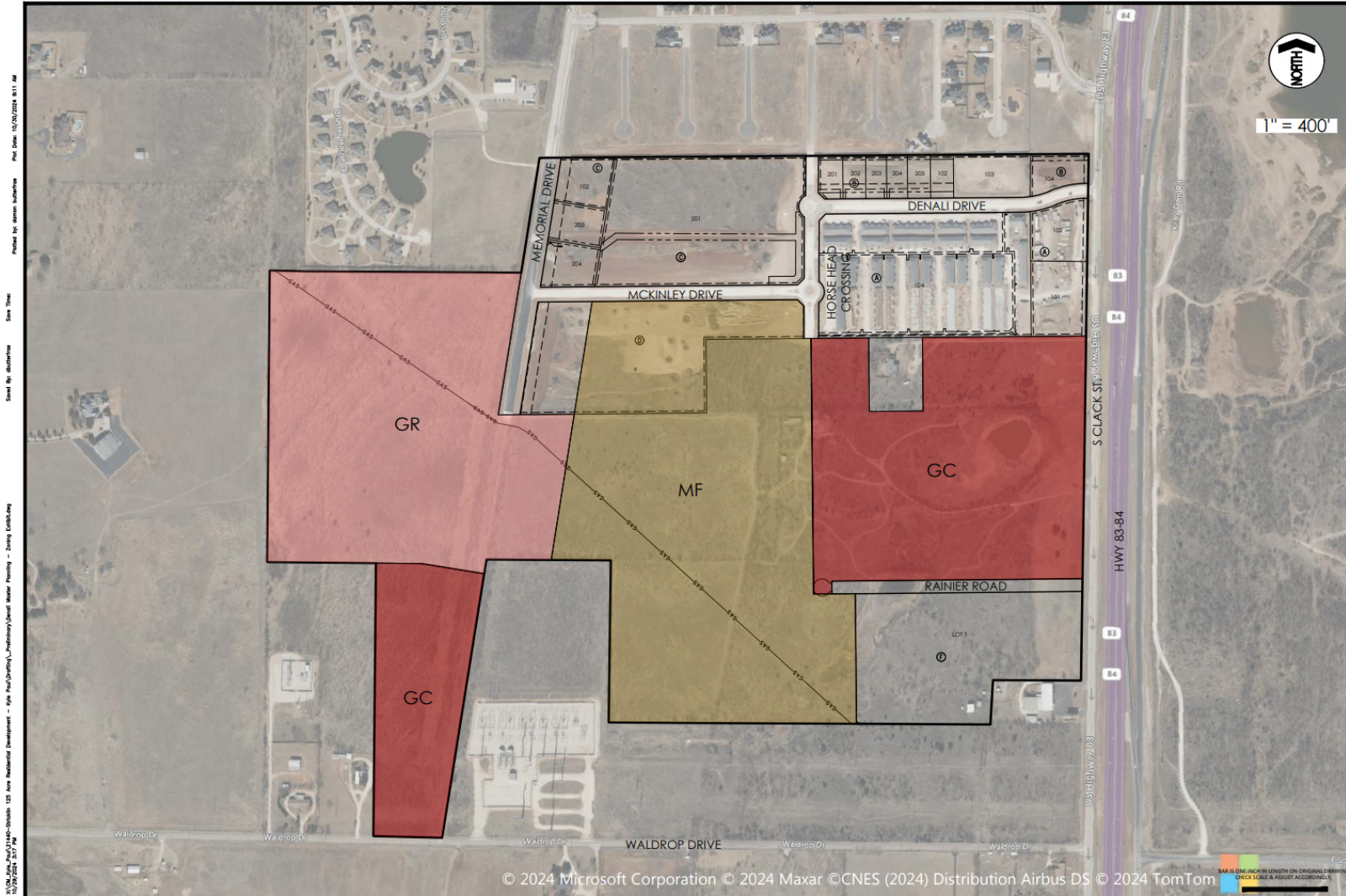
PROPERTY VIEWS



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ZONING CONCEPT PLAN



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USES IN AGRICULTURAL OPEN ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling— Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P Animal Lot
- P/C Day Care Operation – Home-Based*
- P Dwelling – Accessory*
- TP Field Office or Construction Office (temporary)*
- P Freight Container*
- P Garage Sale
- P Home Occupation
- C Mobile Home (permanent security residence)
- C Mobile Home (temporary security residence)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems*

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- P Fairgrounds/Rodeo
- C Motorized Racing
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Zoo

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- C Correction, Detention, or Penal Facilities
- P Fire/Police Station
- C Military and Armed Forces Reserve Center
- C Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

- C Cemetery, Crematorium, and Mausoleum
- P Church or Place of Worship
- P School: Public/Private

SERVICE:

- C Kennel (with outdoor pens)
- P Kennel (without outdoor pens)
- P Veterinary Service (all size animals)

TRADE – RETAIL USES:

- C Liquor Store (on premises consumption) (Defined under Liquor Store)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Airport, Heliport and Flying Field Terminals – Commercial
- C Antenna Tower – Commercial
- P Public Utility Facility
- C Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Farming, Ranching & Livestock, Hatchery
- C Mining
- C Petroleum or Gas Well
- P Urban Garden

LEGEND

P

Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements
Applicable to Specific Land Uses of the Land Development Code)

C

Permitted as a Conditional Use Permit, Requiring Approval by City Council

TP

Permitted by Temporary Permit Only, Requiring Approval by Board of Adjustment





USES IN GENERAL RETAIL ZONING

RESIDENTIAL USES:

- P Bed & Breakfast
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- C Dwelling – Multiple-Family
- P Dwelling – Single Family Detached
- P Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Day Care Operation – Home Based
- P Drive-Thru Facility
- TP Field Office or Construction Office (temporary)
- C Freight Container
- P Fuel Sales
- P Garage Sales
- P Home Occupation
- TP Itinerant Business
- P Manufacturing (incidental)
- TP Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage and parking)
- P Recycling Collection Point
- P Subdivision Sales Office (temporary)
- P Swimming Pools, Private (accessory to residential use)
- P Tennis Courts, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- P Cultural Facilities
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)
- P Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- C Ambulance Service
- P Fire/Police Station
- P Medical/Dental Laboratory
- P Post Office
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Arts School
- P Church or Place of Worship
- P Day-Care Operation - Center-Based
- P Educational and Scientific Research
- P School: Public/Private
- C Trade/Business School
- P University/College

SERVICE:

- P/C Automobile Wash
- C Funeral Home/ Mortuary/Morgue
- P Kennel (Without Outdoor Pens)
- P Laundry/Dry Cleaning Services & Facilities
- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing
- P Repair and Maintenance Services - Automobile/Small Truck (minor)
- P Repair and Maintenance Services (indoor)
- C Tattoo Parlor
- P Veterinary Service (small animals)

TRADE – RETAIL USES:

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P Fuel Sales
- P Liquor Store (Off Premises Consumption) (*Defined under Liquor Store*)
- P Liquor Store (On Premises Consumption) (*Defined under Liquor Store*)
- P Restaurant, Brew Pub
- P Restaurant, Fast Food
- P Restaurant, Standard
- P Retail Sales/Rental (indoor)
- C Retail Sales/Rental (outdoors, non-vehicle)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- C Antenna Tower- Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Broadcast Studio
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





USES IN GENERAL COMMERCIAL 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 – WHOLESALE USES:

- C Wholesaling and Storage (indoor)

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)

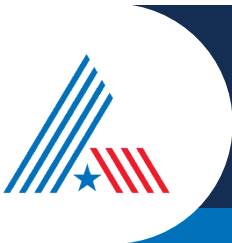
TRANSPORTATION, COMMUNICATION AND UTILITIES:

- 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





USES IN MULTI-FAMILY ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached
- C Group Home

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C Personal Care Facility
- C Rehabilitation Facility
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

- P Permitted as a Right-of-Use (may be subject to compliance with conditions described within Division 3- Requirements Applicable to Specific Land Uses of the Land Development Code)
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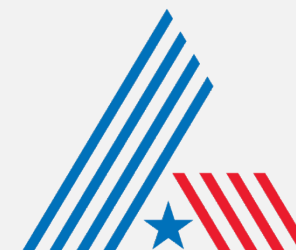


Legend

-  Z-2024-36
 Notification Buffer
 Courier Parcels
 Courier Parcels
 Courier Parcels

0 - in Favor - 

0 - in Opposition -



**CITY OF
ABILENE
TEXAS**

0.1

Miles



FINDINGS AND RECOMMENDATIONS

The proposed request is consistent with:

- The *Comprehensive Plan*;
- The surrounding uses and zoning;
- Generally accepted planning principals; and
- The Criteria for Approval in the LDC.

P&Z Recommendation: **Approval**





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 22. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Professional Services Contract with Jacob & Martin LLC. for the 30-Inch Raw Water Transmission Line Replacement (*Rodney Taylor*)

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve a Professional Services Contract with Jacob & Martin LLC (JM) for the 30-inch Raw Water Transmission Line Replacement Project for the amount not to exceed \$650,000.00. This contract will provide for the engineering services for right of way acquisition, design, bidding, and construction review for replacement of approximately 16,000 LF of 30-inch concrete steel cylinder raw water transmission line from Interstate Highway 20 to Neas Road. The price of this contract is well within the industry standard for designing a pipeline construction project estimated to exceed \$10,000,000.

SPECIAL CONSIDERATIONS

The existing 30-inch raw water line, originally constructed in 1949, serves as one of the primary water lines for delivering raw water from the Fort Phantom Hill Reservoir intake pump station to the Grimes Water Treatment Plant (GWTP) and the Northeast Water Treatment Plant (NEWTP). Constructed from concrete steel cylinder pipe, this line has been critical to the operation of the Water Utility. However, the line has now reached the end of its useful life, and its deterioration poses a significant risk to the reliability of the City's water supply.

Over the years, the concrete coating and interior steel pipe have deteriorated, resulting in frequent leaks at both the bell and spigot joints as well as the bottom of the pipe. In several instances, repairs have required the removal of large sections of pipe to find steel with sufficient thickness to weld the replacement pieces. The condition of the pipeline system presents other

challenges; a significant stretch of the pipe runs through the center of the Abilene Livestock Auction pens limiting access for necessary repairs and causing disruptions to the Auction's operations; the current system lacks sufficient functional isolation valves along the line which complicates maintenance and repairs; and the blow-off valves at creek crossing are positioned too close to the creek making access and routine maintenance difficult.

To address these concerns, the proposed contract will fund the design of a new, reliable raw water transmission line. The design process will consider improved pipe materials, enhanced valve types and locations, and potential adjustments to the water line alignment to ensure minimal disruption and improved operational efficiency. This upgrade is vital to the Water Utility's mission of consistently providing adequate quantities of safe drinking water to the citizens of Abilene.

FUNDING/FISCAL IMPACT

The Professional Services Contract will be paid utilizing Water Utilities CIP fund.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the Professional Services Contract with Jacob & Martin, LLC. for the 30-Inch Raw Water Transmission Line Replacement for the amount not to exceed \$650,000.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2 - WrittenResolution-PSContract-JM-Raw Water Transmission Line
2. Signed Contract
3. 3 - Presentation-PSContract-JM-Raw Water Transmission Line2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH JACOB & MARTIN, LLC. FOR THE 30-INCH RAW WATER TRANSMISSION LINE REPLACEMENT.

WHEREAS, the City of Abilene (Abilene) owns and operates a Public Water Supply System that includes critical infrastructure such as the Grimes Water Treatment Plant (GWTP) and the Northeast Water Treatment Plant (NEWTP); and

WHEREAS, the 30-inch raw water transmission line, constructed in 1949, serves as one of the primary conduits for delivering raw water from the Fort Phantom Hill Reservoir intake to the GWTP and NEWTP; and

WHEREAS, this raw water line has reached the end of its useful life as the concrete coating and interior steel pipe have deteriorated resulting in frequent leaks and costly repairs; and

WHEREAS, the aged pipeline presents other challenges including non-functional and hard to reach isolation and blow-off valves, and its extending through the Abilene Livestock Auction pens which limits access for repairs and causes disruptions to the business; and

WHEREAS, the City of Abilene desires to replace the 30-inch raw water transmission line with a new, more reliable system that will minimize disruptions, improve operational efficiency, and help ensure a consistent water supply to the citizens of Abilene; and

WHEREAS, the Professional Services Contract with Jacob & Martin, LLC. (JM) will provide for the design of the new raw water transmission line, including right-of-way acquisition, design, bidding, and construction review for an amount not to exceed \$650,000.00; and

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

That the City Manager is authorized to execute a professional services contract with Jacob & Martin, LLC. for the 30-Inch Raw Water Transmission Line Replacement in an amount not to exceed \$650,000.00.

ADOPTED this 19th day of December, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



PROFESSIONAL SERVICES CONTRACT Engineers & Architects

This Contract, dated the ___ day of December, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Jacob & Martin, LLC., a Limited Liability Corporation organized under the laws of the State of Texas. ("Professional").

The City is engaged in 30-Inch Raw Water Transmission Line Replacement, 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 or its services on the terms and conditions provided in this Contract.

The Professional is a[n] qualified architect/engineer properly licensed/certified to practice in the State of Texas. Professional desires to render professional services to the City on the terms and conditions provided in this Contract.

The Professional 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 Professional. 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 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 a mutually agreed upon date.

II. FEE

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. FACILITIES

The Professional will furnish all facilities and equipment that may be necessary to perform services required under this Contract.

IV. ASSIGNMENT

The Professional may not assign, in whole or in part, any rights, duties, obligations, or interest arising from this Contract without the City's prior written consent. In the event of an assignment by the Professional 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 Professional's successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF PROFESSIONAL

The Professional is an Independent Contractor. Professional and Professional'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

Ownership of Documents and Materials is according to Attachment C.

VIII. NONDISCLOSURE

The Professional may not show to any person or entity any documents, reports, plans, programs, reports, drawings, or any other material 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.

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.

“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 person, 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, licensees, and invitees of Professional.

B. Indemnity

The Professional 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 Professional or the Professional’s employees, or another entity over which the Professional exercises control.

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.

X. INSURANCE

A. GENERAL REQUIREMENTS

The Professional agrees to maintain the type and amounts of insurance required in this Contract throughout the term of the Contract. The Professional is solely responsible for providing the required certificates of insurance. The City may terminate this Contract 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 Contract, 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 Contract is made.
2. Provide for thirty (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> </u> 1. Workers' Compensation Employer's Liability	Statutory \$100,000 per occurrence
<u> </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> </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 thirty (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. For any funding beyond the current fiscal year, the City reserves the right to immediately terminate this Contract by giving written notice, without liability to the City, in the event that funding for this Contract is discontinued or is no longer available. The City's fiscal year runs from October 1st to September 30th.

If, through any cause, the Professional fails to fulfill its 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 (5) 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.

XIII. PROJECT REPRESENTATION

The City may 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.

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, Director of Water Utilities
P. O. Box 60
Abilene, TX 79604 – 0060

Professional – ATTN:
Kirt Harle, P. E.
3465 Curry Lane
Abilene, TX 79606

XV. 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.

XVI. 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.

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

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 the 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 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 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.

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. STATUTORY VERIFICATIONS

Verification Against Boycott of Israel Provision. In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement 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 agreement. The term "company" does not include a sole proprietorship. Chapter 2271 of the Texas Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.

Verification Against Discrimination of Firearm or Ammunition Industries Provision. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time employees, and this agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term "company" does not include a sole proprietorship. This provision does not apply to a governmental entity that

contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

Verification Against Boycott of Energy Companies Provision. Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time employees, and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term “company” does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the company verifies that company is not on a list maintained by the State Comptroller’s office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Unless the Professional is not subject to a provision above, the signatory executing this Agreement on behalf of the Professional verifies that the Professional: (1) does not boycott Israel and will not boycott Israel during the term of this Agreement; (2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association; (3) does not boycott energy companies, and will not boycott energy companies during the term of this Agreement; and (4) is not on a list maintained by the State Comptroller’s office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

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: Kirt Harle, P.E.

Title:

Title: Senior Principal

Address: 3465 Curry Lane, Abilene, TX 79606

Phone Number: 325-695-1070

Federal Tax ID#: 75-1285782

ATTEST:

ATTEST: (if corporation)

City Secretary

Corporation's Secretary

APPROVED:

Corporate Seal (if available)

By: _____
City Attorney

ATTACHMENT A

Scope of Services

See attached Exhibit A

ATTACHMENT B
PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION(S) 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 \$(Time and Expense per the attached Fees for Professional Services included as “Exhibit C” per hour, or per the attached schedule, not to exceed \$150,000.00 for Preliminary Engineering Services included under “Exhibit B”.

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 X

Payment is in a lump sum amount of \$500,000 to be paid per the attached Basic Engineering Services Payment Scheduel included under “Exhibit B upon completion of the work and written acceptance by the City.

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, if requested by the City, the Professional 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 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 the City.

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, if requested 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 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 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(s) 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.

EXHIBIT A

Scope of Services

The project scope includes engineering services for right of way acquisition, design, bidding, and construction review for replacement of approximately 16,000 LF of 30-Inch concrete steel cylinder raw water transmission line from Interstate Highway 20 to Neas Road.

Bid documents will be structured to include various pipe materials and sizes as bid alternates at the discretion of the Water Department. The design and initial bidding of the project shall include the full scope of the project. However, the bid schedule will be structured to allow for deductions of water line segments to allow for flexibility in awarding the project to fit the City's proposed budget. If segments of the project are deducted from the project and bid out as a separate phase, then Professional will execute an amendment to this agreement for bidding and construction administration of subsequent phase(s).

A. - Right-Of-Way (ROW) Acquisition (to be completed within 3 months of contract execution)

1. Perform research to determine ownership of each parcel to be crossed by proposed water line.
2. Perform site visits either accompanied by landowner or with landowner or with landowner's prior acquire the easements.
3. Compile enough data and complete analysis to determine initial offering price to acquire the easements.
4. Negotiate easement at a price not to exceed the previously agreed upon initial offer amount following approval from City.
5. Record easements in the Official Public Records of Jones County and provide City with an original copy of each easement as recorded.
6. Perform required field and legal surveying to prepare legal exhibits for easements.

B. - Design Phase (to be completed within 6 months of contract execution)

1. Prepare detailed specification, contract drawings and plans for bidding project.
2. Assist City with TXDOT permitting.
3. Prepare detailed cost estimates, which shall include summaries of bid items and quantities.
4. Furnish 90% Bidding Documents to City for water department and legal review.
5. Incorporate all City comments from 90% review and Furnish 100% Bidding Documents to City and legal for final review.
6. Finalize Bidding Documents incorporating City's comments.
7. Perform required topographic surveying (not including in basic engineering fee and will be invoiced at time and expense).

"EXHIBIT A"

8. Perform Geotechnical Study and materials testing (not included in basic engineering fee and will be invoiced at time and expense).
9. Coordinate all potholing of gas lines and city water & sewer lines if determined to be necessary for design of the project (not included in the basic engineering fee and will be invoiced at time and expense).

C – Bidding Phase (to be completed within 8 months of contract execution)

1. Assist City in the advertisement for bids.
2. Conduct pre-bid meeting.
3. Answer bidder's questions and issue addenda (if necessary).
4. Assist the City in the opening and tabulation of bids for construction of the project and make recommendations to the Owner for the proper action on all bids received.
5. Assist in the preparation of formal Contract Documents for the construction of the project.

D – Construction Phase (to be completed within 16 months of contract execution)

1. Coordinate Pre-Construction Conference.
2. Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.
3. Consult and advise the City, issue all instructions to the Contractor requested by the City, and prepare routine field orders and/or change orders as required.
4. Review submittals, schedules, shop drawings, laboratory tests and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents.
5. Review and recommend Contractor's payment requests.
6. Conduct in company with the City a site visit following substantial completion notice and prepare punch list.
7. Conduct in company with the City a final inspection of the project for conformance with the design concept of the project and compliance with the Contract Documents and approve in writing final payment to the Contractors.
8. Review contract drawings with the assistance of the City's Project Inspector and Contractor to show the work as actually constructed. Furnish two (2) sets of Record Drawings and a digital copy of the Record Drawings to the City.
9. Provide materials testing for density control of trench backfill and pavement repairs (not included in basic engineering fee and will be invoiced at time and expense).
10. Perform construction staking (not included in basic engineering fee and will be invoiced at time and expense).

EXHIBIT B

Compensation Payment Schedule

Compensation for Basic Engineering Services as described in the Scope of Services for Task B, C and D shall be at a lump sum fee of \$500,000.00. Basic Engineering Services fee shall be paid to consultant according to the following payment schedule and following completion of each task listed:

- Design Phase - Preliminary Design Development: 10% (\$50,000.00)
- Design Phase - 90% Construction Documents: 50% (\$250,000.00)
- Design Phase - 100% Construction Documents: 10% (\$50,000.00)
- Bidding and Award Phase: 5% (\$25,000.00)
- Construction Phase: 25% (\$125,000.00) *

*To be paid monthly based on a percentage of the construction contract completed.

Compensation for Additional Engineering Services (ROW Acquisition, Surveying, Geotechnical Study, Construction Materials Testing, Potholing, and Miscellaneous Engineering Expenses) as described in the Scope of Work shall be at a time and expense basis per the attached rate schedule included as Exhibit C with not to exceed of \$150,000.00. The estimated fees for each of these tasks are as follows:

- Legal, Topographic and Construction Surveying: Estimated at \$100,000
- Construction Materials Testing and Geotechnical Studies: Estimated at \$30,000
- ROW Acquisition: Estimated at \$15,000
- Miscellaneous Engineering Expenses (i.e. shipping fees, potholing, etc.): Estimated at \$5,000

"EXHIBIT B"



INTEGRITY
EXCELLENCE
TRUST

EXHIBIT C
TO AGREEMENT FOR PROFESSIONAL SERVICES

FEES FOR PROFESSIONAL SERVICES

ENGINEERING SERVICES

Senior Principal Engineer	\$ 230.00
Principal Engineer	210.00
Registered Professional Engineer - 1	200.00
Registered Professional Engineer - 2	165.00
Engineer-in-Training (E.I.T.)	125.00
Engineering Technician - 1	130.00
Engineering Technician - 2	110.00
CAD Draftsman - 1	100.00
CAD Draftsman - 2	85.00
Engineering / Architectural Intern	60.00

ARCHITECTURAL SERVICES

Principal Architect	\$ 200.00
Licensed Architect - 1	190.00
Licensed Architect - 2	150.00
Licensed Interior Designer	115.00
Architectural Associate	110.00

ANCILLARY SERVICES

Environmental Scientist	\$ 120.00
Environmental Technician	75.00
GIS Technician - 1	130.00
GIS Technician - 2	90.00
Senior Land Man	105.00
Clerical - 1	100.00
Clerical - 2	75.00

Effective 1/1/2024



3465 Curry Lane
Abilene, TX 79606
325.695.1070

908 S. Main Street, Suite 100
Boerne, TX 78006
325.695.1070

4920 S. Loop 289, Suite 106
Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



INTEGRITY
EXCELLENCE
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SURVEYING SERVICES

Principal Surveyor	\$ 175.00
Registered Professional Land Surveyor	175.00
Surveyor-in-Training (S.I.T.)	110.00
1-Man Crew	100.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	125.00
2-Man Crew	150.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	175.00
3-Man Crew	175.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	200.00
GPS Equipment	80.00
Robotic Total Station	65.00
Vehicle Charge (perday) plus IRS rate per mile	50.00

FIELD SERVICES

Resident Project Representative - 1	\$ 105.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	125.00
Resident Project Representative - 2	80.00
General Overtime (Weekends, Holidays or before 8 am or after 5 pm)	100.00
Licensed Water/Wastewater Operator (A/B)	100.00
Licensed Water/Wastewater Operator (C/D)	85.00
Vehicle Charge (perday) plus IRS rate per mile	50.00

A FACTOR OF 1.1 SHALL BE APPLIED TO THE FOLLOWING

1. Actual cost of subsistence and lodging
2. Actual cost of postage and shipping fees
3. Actual cost of materials required for the project used in surveying, drafting and associated activities
4. Actual cost of special tests and services of special consultants, if required

Effective 1/1/2024



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817.594.9880

**Approve a Professional Services Contract with Jacob & Martin, LLC.
for the 30-Inch Raw Water Transmission Line Replacement**





30-Inch Raw Water Transmission Line Replacement

- Approve a professional services contract with Jacob & Martin, LLC. for the 30-Inch Raw Water Transmission Line Replacement.
- Contract value not to exceed \$650,000.00.
- This contract will provide for the engineering services for right of way acquisition, design, bidding, and construction review for replacement of approximately 16,000 LF of 30-inch concrete steel cylinder raw water transmission line from Interstate Highway 20 to Neas Road.





30-Inch Raw Water Transmission Line Replacement

- The existing 30-inch raw water line was originally constructed in 1949.
- It serves as one of the primary water lines for delivering raw water from the Fort Phantom Hill Reservoir intake to the Grimes Water Treatment Plant (GWTP) and the Northeast Water Treatment Plant (NEWTP).
- Constructed from concrete steel cylinder pipe, this line is critical to the operation of the Water Utility.
- The line has reached the end of its useful life, and its deterioration poses a significant risk to the reliability of the City's water supply.





30-Inch Raw Water Transmission Line Replacement

- The Utility has seen an increase in leaks and repairs have required the removal of large sections of pipe to find steel with sufficient thickness to weld the replacement pieces.
- A significant stretch of the pipe runs through the center of the Abilene Livestock Auction pens, limiting access for necessary repairs and causing disruptions to the Auction's operations.
- The current system also lacks functional isolation valves along the line, which complicates maintenance and repairs.

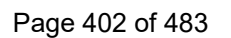




30-Inch Raw Water Transmission Line Replacement

- The proposed contract will fund the design of a new, reliable raw water transmission line.
- The design process will consider
 - improved pipe materials,
 - enhanced valve types and locations, and
 - potential adjustments to the water line alignmentto ensure minimal disruption and improved operational efficiency.





Approve a Professional Services Contract with Jacob & Martin, LLC. for the 30-Inch Raw Water Transmission Line Replacement

QUESTIONS?





City Council Agenda Memo

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: **23. Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Repealing Ordinance 53-2000 and Permanently Terminating the Fluoridation of Water Supplies Within the City of Abilene's Water Distribution System *(Rodney Taylor)*

GENERAL INFORMATION

An Ordinance Repealing Ordinance 53-2000; Permanently Terminating the Fluoridation of Water Supplies within the City of Abilene's Distribution System; and Providing a Severability Clause. The Ordinance provides for the permanent discontinuation of fluoridation of Abilene's Public Water Supply System upon giving sixty (60) days' written notice of termination to the water utility customers and to the Texas Health and Human Services Commission. The City of Abilene temporarily discontinued fluoridation on September 30, 2024 in an abundance of caution, for protection of the public health and safety of its water consumers.

SPECIAL CONSIDERATIONS

On December 14, 2000, the City Council passed Ordinance 53-2000, which authorized and directed the City to fluoridate all water supplies within its distribution system to reach a total fluoride concentration as recommended by the Texas Department of Health.

On September 24, 2024, in the United States District Court, Northern District of California, Case No. 17-cv-02162-EMC, Food & Water Watch, Inc., et al. v. United States Environmental Protection Agency, et al., the District Judge found, by a preponderance of the evidence, that community water fluoridation at 0.7 mg/L presents an unreasonable risk of injury to the public's health and ordered the United States Environmental Protection Agency to take regulatory action in response. Based on the Judge's finding, and in an abundance of caution, the City of Abilene initiated the temporary discontinuance of fluoridation on September 30, 2024, for protection of the public health and safety of its water consumers.

On November 7, 2024, the City Council passed Ordinance 54-2024, which temporarily suspended Ordinance 53-2000, and temporarily suspended the fluoridation of the City of Abilene's water supply. At that time, the City Council expressed the general consensus that it is in the best interest of the city of Abilene, and its residents, that the fluoridation of the City's water supply be permanently terminated.

By approving this ordinance, the City Council does not make an independent finding or conclusion that the fluoridation of the City's water supply presents an unreasonable risk of injury to the health of the City's residents or those consuming the City's water supply, and the City Council does not make an independent finding or conclusion that the fluoridation of the City's water supply is injurious to public health.

Section 341.033(j), Texas Health & Safety Code, provides that a owner, agent, manager, operator, or other person in charge of a public water supply system that furnishes for public or private use drinking water containing added fluoride may not permanently terminate the fluoridation of the water unless the owner, agent, manager, operator, or person provides written notice to the customers of the system and the Texas Health and Human Services Commission (THHSC) of the termination at least 60 days before the termination. Upon approval of final reading of this ordinance, staff will initiate actions making 60 day written notice to water utility customers and to the THHSC of its intent to permanently discontinue the fluoridation of the City of Abilene Public Water Supply. This action will affect all City of Abilene retail and wholesale potable water customers.

FUNDING/FISCAL IMPACT

The discontinuation of fluoridation of the City of Abilene Public Water Supply will result in an annual savings of approximately \$73,000 dollars in FY25.

STAFF RECOMMENDATION

It is the desire of the Abilene City Council to consider on First Reading **An Ordinance Repealing Ordinance 53-2000; Permanently Terminating the Fluoridation of Water Supplies within the City of Abilene's Distribution System; and Providing a Severability Clause.**

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2024 Ordinance Permanent Terminate Fluoride
2. Ordinance 054-2024-Temporarily Suspending the Fluoridation of Water Supplies Within the City of Abilene's Distribution System
3. Ordinance 53-2000-Authorizing fluoridation of Abilene Water Supplies

4. Presentation-Ordinance Permanently Discontinuing Fluoridation-12-19-2024

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE 53-2000; PERMANENTLY TERMINATING THE FLUORIDATION OF WATER SUPPLIES WITHIN THE CITY OF ABILENE'S DISTRIBUTION SYSTEM; AND PROVIDING A SEVERABILITY CLAUSE

WHEREAS, on December 14, 2000, the City Council passed Ordinance 53-2000, which authorized and directed the City to fluoridate all water supplies within its distribution system to reach a total fluoride concentration of as recommended by the Texas Department of Health; and

WHEREAS, on September 24, 2024, in the United States District Court, Northern District of California, Case No. 17-cv-02162-EMC, Food & Water Watch, Inc., et al. v. United States Environmental Protection Agency, et al., the District Judge found, by a preponderance of the evidence, that community water fluoridation at 0.7 mg/L presents an unreasonable risk of injury to the public's health and ordered the United States Environmental Protection Agency to take regulatory action in response; and

WHEREAS, on November 7, 2024, the City Council passed Ordinance 54-2024, which temporarily suspended Ordinance 53-2000, and temporarily suspended the fluoridation of the City of Abilene's water supply; and

WHEREAS, the City Council finds that it is in the best interest of the city of Abilene, and its residents, that the fluoridation of the City's water supply be permanently terminated; and

WHEREAS, the City Council does not make an independent finding or conclusion that the fluoridation of the City's water supply presents an unreasonable risk of injury to the health of the City's residents or those consuming the City's water supply;

WHEREAS, the City Council does not make an independent finding or conclusion that the fluoridation of the City's water supply is injurious to public health; and

WHEREAS, Section 341.033(j), Texas Health & Safety Code, provides that a owner, agent, manager, operator, or other person in charge of a public water supply system that furnishes for public or private use drinking water containing added fluoride may not permanently terminate the fluoridation of the water unless the owner, agent, manager, operator, or person provides written notice to the customers of the system and the Texas Health and Human Services Commission of the termination at least 60 days before the termination.

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

PART 1: That Ordinance 53-2000, requiring the fluoridation of the City of Abilene's water supply within its distribution system, is hereby repealed.

PART 2: That all findings and conclusions made in the above Whereas clauses are hereby adopted by the City Council.

PART 3: That the adding of fluoride to the City of Abilene's public water supply system shall permanently terminate upon the giving of sixty (60) days' written notice to the customers of the system and to the Texas Health and Human Services Commission of the termination.

PART 4: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

APPROVED ON FIRST READING the _____ day of _____, 202__.

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 _____ day of _____, 202__, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the _____ day of _____, 202__, to permit the public to be heard.

APPROVED AND PASSED ON FINAL READING this _____ day of _____, 202__.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. 54-2024

AN ORDINANCE TEMPORARILY SUSPENDING THE FLUORIDATION OF WATER SUPPLIES WITHIN THE CITY OF ABILENE'S DISTRIBUTION SYSTEM; AND PROVIDING A SEVERABILITY CLAUSE

WHEREAS, on December 14, 2000, the City Council passed Ordinance 53-2000, which authorized and directed the City to fluoridate all water supplies within its distribution system to reach a total fluoride concentration of as recommended by the Texas Department of Health; and

WHEREAS, on September 24, 2024, in the United States District Court, Northern District of California, Case No. 17-cv-02162-EMC, Food & Water Watch, Inc., et al. v. United States Environmental Protection Agency, et al., the District Judge found, by a preponderance of the evidence, that community water fluoridation at 0.7 mg/L presents an unreasonable risk of injury to the public's health and ordered the United States Environmental Protection Agency to take regulatory action in response; and

WHEREAS, the City Council finds that it is in the best interest of the city of Abilene, and its residents, that the fluoridation of the City's water supply be temporarily suspended due to the Court's findings; and

WHEREAS, the City Council does not make an independent finding or conclusion that the fluoridation of the City's water supply presents an unreasonable risk of injury to the health of the City's residents or those consuming the City's water supply;

WHEREAS, the City Council does not make an independent finding or conclusion that the fluoridation of the City's water supply is injurious to public health; and

WHEREAS, the City Council does not hereby permanently terminate the fluoridation of the City's water supply, and that any permanent termination of the fluoridation of the City's water supply shall require further action by the City Council as required by law.

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

PART 1: That enforcement of Ordinance 53-2000, requiring the fluoridation of the City of Abilene's water supply within its distribution system, is hereby temporarily suspended.

PART 2: That all findings and conclusions made in the above Whereas clauses are hereby adopted by the City Council.

PART 3: That upon the occurrence of one or more of the following events, the temporary suspension of Ordinance 53-2000 shall automatically terminate without further action from the City Council:

- A. After two (2) years have elapsed from the date of passage of this Ordinance;
- or

- B. Upon the final adoption of regulations by the United States Environmental Protection Agency regarding fluoridation of community water supplies; or
- C. Upon further ruling in Case No. 17-cv-02162-EMC, or on appeal, that fluoridation of community water supplies does not present an unreasonable risk of injury to public health.

PART 4: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

APPROVED ON FIRST READING the 17th day of October, 2024.

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 3rd day of November, 2024, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 7th day of November, 2024, to permit the public to be heard.

APPROVED AND PASSED ON FINAL READING this 7th day of November, 2024.

ATTEST:


CITY SECRETARY


MAYOR

APPROVED:


CITY ATTORNEY

ORDINANCE NO. 53-2000

AN ORDINANCE REPEALING THE 1964 ORDINANCE NO. 127 OF THE CITY OF ABILENE; AUTHORIZING AND DIRECTING THE FLUORIDATION OF ALL WATER SUPPLIES OF THE CITY OF ABILENE; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, an election was held in the City of Abilene on November 7, 2000 on the proposition of adding fluoride to the city's water supply; and

WHEREAS, said election resulted in the citizens voting to add fluoride to the water supply and thereby recommending repeal of Ordinance No. 127; now therefore,

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

PART 1: That the 1964 Ordinance No. 127, prohibiting the addition of fluoride to the water supply of the City of Abilene is hereby repealed.

PART 2: That the community water system as defined by the Federal Safe Drinking Water Act, P. L. 93-523 enacted by the United States Congress in 1974, which is the direct supplier of drinking water through piping systems serving properties within the City of Abilene, or to all communities and water supply corporations receiving water from the City of Abilene, is hereby authorized and directed to fluoridate all water supplies within its distribution systems to reach a total fluoride concentration of as recommended by the Texas Department of Health.

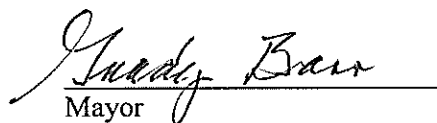
PART 3: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PASSED ON FIRST READING this 30th day of November, A.D. 2000.

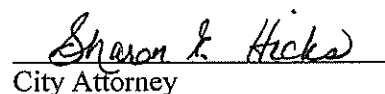
PASSED ON SECOND AND FINAL READING this 14th day of December, A.D. 2000.

ATTEST:


City Secretary


Mayor

APPROVED:


City Attorney

An Ordinance Repealing Ordinance 53-2000; Permanently Terminating the Fluoridation of Water Supplies within the City of Abilene's Distribution System; and Providing a Severability Clause





Ordinance Discontinuing Fluoridation

- **An Ordinance Repealing Ordinance 53-2000; Permanently Terminating the Fluoridation of Water Supplies within the City of Abilene's Distribution System; and Providing a Severability Clause.**
- The Ordinance provides for the permanent discontinuation of fluoridation of Abilene's Public Water Supply System upon giving sixty (60) days' written notice of termination to the water utility customers and to the Texas Health and Human Services Commission.





Ordinance Discontinuing Fluoridation

- On December 14, 2000, the City Council passed Ordinance 53-2000, which authorized and directed the City to fluoridate all water supplies within its distribution system to reach a total fluoride concentration as recommended by the Texas Department of Health.





Ordinance Discontinuing Fluoridation

- On September 24, 2024, in the United States District Court, Northern District of California, Case No. 17-cv-02162-EMC, Food & Water Watch, Inc., et al. v. United States Environmental Protection Agency, et al., the District Judge found, by a preponderance of the evidence, that community water fluoridation at 0.7 mg/L presents an unreasonable risk of injury to the public's health and ordered the United States Environmental Protection Agency to take regulatory action in response.
- On September 30, 2024, based on the Judge's finding, and in an abundance of caution, the City of Abilene temporarily discontinued fluoridation for the protection of public health and safety of its water consumers.





Ordinance Discontinuing Fluoridation

- On November 7, 2024, the City Council passed Ordinance 54-2024, which temporarily suspended Ordinance 53-2000, and temporarily suspended the fluoridation of the City of Abilene's water supply.
- By approving this ordinance, the City Council does not make an independent finding or conclusion that the fluoridation of the City's water supply presents an unreasonable risk of injury to the health of the City's residents or those consuming the City's water supply, and the City Council does not make an independent finding or conclusion that the fluoridation of the City's water supply is injurious to public health.



An Ordinance Repealing Ordinance 53-2000; Permanently Terminating the Fluoridation of Water Supplies within the City of Abilene's Distribution System; and Providing a Severability Clause

QUESTIONS?





City Council Agenda Memo

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Jeremiah Bihl, Assistant Director

SUBJECT: **24. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Services Contract with Daupler, Inc. for Incident Response Management System for the Water Utilities Department *(Jeremiah Bihl)*

GENERAL INFORMATION

Water Utilities staff recommends that the Abilene City Council approve a 1-year contract with Daupler Inc. for an Incident Response Management System (IRMS) for the amount of \$90,000.00. Daupler was the prime respondent to the Request for Proposals For Incident Response Management System (RFP #CB-2509). Daupler's proposal met all the RFP requirements and provided the lowest cost to the City of Abilene.

SPECIAL CONSIDERATIONS

On October 10th, 2025, the Water Utilities Department released a Request for Proposals (RFP) for the provision of an Incident Response Management System (IRMS). On November 14th, 2024, the Department released Addendum #1 and on November 22nd, 2024, proposals were received and scored. Two proposals were received, one from Daupler, Inc, and one from Sweet, LLC. Daupler proposed an off-the shelf product that met all of the RFP requirements for a cost of \$90,000.00 with a one-year contract term. Sweet proposed the development and creation of a custom application for an initial cost of \$338,639.00 and a yearly maintenance cost of \$30,000.

An incident response management system is a centralized software platform designed to streamline and coordinate the processes involved in identifying, reporting, and resolving issues that affect service delivery. It provides utilities with tools to record incidents in real-time, automate notifications to the appropriate response teams, and manage workflows from start to finish. By integrating communication channels such as mobile apps, and online forms, it allows

customers to quickly report problems and receive timely updates. Additionally, the system's data collection and analytical features help utilities identify recurring issues, improve resource allocation, and refine procedures over time, leading to more efficient operations, enhanced transparency, and better overall customer service.

Currently, after-hours water-related incidents such as leaks, low pressure issues, sewer back-ups, etc., are routed to the night shift treatment plant operator. This sole operator is tasked with maintaining water production and system checks while simultaneously fielding calls from customers and dispatching the appropriate on-call crews for leaks, meter issues, or sewer problems. When large-scale events occur, the operator may quickly become overwhelmed, trying to balance critical plant operations with a surge in customer calls. This leads to inefficiencies: information can be lost or misunderstood, customer calls can go unanswered, response times can suffer, and crews may be dispatched unnecessarily for non-utility issues (e.g., a draining pool or broken sprinkler). Moreover, there is no effective way to track calls, measure response times accurately, or keep customers informed of the status of their requests.

Daupler's proposed Incident Response Management System (IMRS) provides a dedicated, 24/7 solution for handling after-hours calls. Daupler partners with call centers to provide U.S. based call answering staff specifically trained to handle water utility calls and acquire the necessary information for the IMRS. Through its automated workflows, the platform instantly notifies on-call personnel when an incident is reported, reducing response time and eliminating guesswork on who should be mobilized. This structured communication not only reduces unnecessary dispatches such as responding to issues caused by private irrigation systems but also allows operators to focus on their primary duties at the plant.

Beyond improved efficiency, Daupler enhances transparency and customer satisfaction. Real-time status updates can be provided to customers through automated notifications, greatly reducing the volume of follow-up calls to the operator. By delivering clear, consistent information, the system fosters trust and confidence in the utility's response. Additionally, the detailed reporting and analytics tools help identify patterns, allowing the Water Utilities Department to refine procedures, allocate resources more effectively, and continuously improve overall service quality.

FUNDING/FISCAL IMPACT

The IRMS will be purchased using funds from the Water Utilities Annual Operating Budget.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the Services Contract with Daupler, Inc. for Incident Response Management System for the Water Utilities Department for the amount of \$90,000.00 with a 1-year term.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Services Contract-Daupler-Signed by Contractor-12-19-2024
2. 3 - Presentation-IRMS - Daupler
3. 2 - WrittenResolution-IRMS - Daupler



SERVICES CONTRACT

This Contract, dated the 19th day of December, 2024, is between the City of Abilene, a home rule municipal corporation of the State of Texas (“City”), and Daupler, Inc. a company organized under the laws of the State of Delaware (“Contractor”).

The purpose of this services contract is to state the terms and conditions under which Contractor will provide Incident Response Management System services to the City during the term stated herein.

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

I. TERMS

Contractor must provide all services as described in Attachment A, which is incorporated by reference for all purposes within 365 calendar days after the effective date of this Contract.

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

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

IV. TERMINATION

This Contract may be canceled or terminated by either party for (1) the other party's violation or failure to comply with any terms or conditions contained herein, or (2) upon the giving of sixty (60) days written notice by either party of the desire to terminate the same. Upon the termination of this Contract as provided herein, an accounting shall be made between the parties and payments made to the parties as provided for herein to the day of termination. For any funding beyond the current fiscal year, the City reserves the right to immediately terminate this Contract by giving written notice, without liability to the City, in the event that funding for this Contract is

discontinued or is no longer available. The City's fiscal year runs from October 1st to September 30th.

V. ASSIGNMENT

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

VI. STATUS OF CONTRACTOR

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

VII. AMENDMENT OR MODIFICATION

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

VIII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

BOTH CITY AND CONTRACTOR EXPRESSLY INTEND THIS CONTRACT'S INDEMNITY PROVISION TO REQUIRE CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCES OF THE CITY'S OWN

NEGLIGENCE WHILE CITY IS PARTICIPATING IN THIS CONTRACT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS CONTRACT'S INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CITY.

IX. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

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

C. TYPES AND AMOUNT OF INSURANCE

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

<u>Type</u>	<u>Amount</u>
☐ 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)
☐ 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. 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, Director of Water Utilities
P.O. Box 60
Abilene, TX 79604-0060

Contractor - ATTN: Finance
8024 Conser St.
Overland Park, KS 66204

XII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XIII. NO INDEBTEDNESS

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

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

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

XIV. EQUAL EMPLOYMENT OPPORTUNITY

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

XV. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVI. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XVII. SALES TAX

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

XVIII. LEGAL CONSTRUCTION

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

XIX. STATUTORY VERIFICATIONS

Verification Against Boycott of Israel Provision. In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a company for the provision of goods or services unless the agreement 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 agreement. The term “company” does not include a sole proprietorship. Chapter 2271 of the Texas Government Code only applies to an agreement that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000.00 or more that is paid wholly or partly from public funds of the governmental entity.

Verification Against Discrimination of Firearm or Ammunition Industries Provision. Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the company employs at least 10 full-time employees, and this agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company verifies that: (1) the company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the company will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. The term “company” does not include a sole proprietorship. This provision does not apply to a governmental entity that contracts with a sole-source provider, or does not receive any bids from a company that is able to provide the written verification required.

Verification Against Boycott of Energy Companies Provision. Pursuant to Texas Government Code Chapter 2276, unless otherwise exempt, if the company employs at least 10 full-time employees, and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the company represents that: (1) the company does not boycott energy companies; and (2) the company will not boycott energy companies during the term of this Agreement. The term “company” does not include a sole proprietorship. This provision does not apply to a governmental entity that determines the requirements are inconsistent with the governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

Prohibition on Contracts with Certain Companies Provision. In accordance with Section 2252.152 of the Texas Government Code, the company verifies that company is not on a list maintained by the State Comptroller’s office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Unless the Contractor is not subject to a provision above, the signatory executing this Contract on behalf of the Contractor verifies that the Contractor: (1) does not boycott Israel and will not boycott Israel during the term of this Contract; (2) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and will not discriminate during the term of this Contract against a firearm entity or firearm trade association; (3) does not boycott energy companies, and will not boycott energy companies during the term of this Contract; and (4) is not on a list maintained by the State Comptroller’s office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

XX. SECTIONS AND OTHER HEADINGS

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

XXI. COUNTERPARTS

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

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

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

CITY OF ABILENE

By:

Title:

ATTEST:

City Secretary

APPROVED:

City Attorney

CONTRACTOR

By: John P. Bertrand

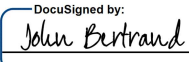
Title: President & CEO

Address: 8024 Conser St.
Overland Park, KS 66204

Phone Number: (888) 201-5652

Federal Tax ID #: 83-1183371

ATTEST: (If Corporation)

DocuSigned by:

20B517762F3A44E

Corporation's Secretary

Corporate Seal (If available):

ATTACHMENT A

SCOPE OF SERVICES

The provision of an Incident Response Management System that will include these key features:

1. After-hour call support and triage
2. Mass notification (SMS, phone, email)
3. Citizen engagement portal
4. Incident response documentation (automated)
5. Analytics and reporting
6. Automated event detection
7. Cloud-based solution
8. Mobile and desktop interfaces

And as described in the proposal form as Attachment D.

ATTACHMENT B

PAYMENT SCHEDULE PARTIES TO INITIAL OPTION(S) SELECTED

OPTION 1 ____

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

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

OPTION 2 ____

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

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, if required 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 Contract 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 \$90,000.00 payable per Annual Subscription upon completion of the work and written acceptance by the City.

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

ATTACHMENT C

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

a. Definitions

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

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

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

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

c. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Document)

ATTACHMENT D

PROPOSAL FORM

CITY OF ABILENE INCIDENT RESPONSE MANAGEMENT SYSTEM

DELIVER TO:

MELISSA GORMAN, PURCHASING ADMINISTRATOR
555 WALNUT STREET, ROOM 201A
ABILENE, TEXAS 79601

Dear Ms. Gorman:

The undersigned, having examined the Instructions to Proposers, the Sample Agreement, and any and all related documents for the proposed **INCIDENT RESPONSE MANAGEMENT SYSTEM** and having become familiar with the proposed sites therefor and operations thereof, hereby proposes the following cost to the City for the afore-described service under the Agreement to be executed if the undersigned is the successful Proposer. Proposer may add pages to adequately answer a question.

1. System Features & Compatibility (25 points)

Describe how your proposed IRMS meets the technical specifications outlined in the Scope of Work, including system features, ease of use, and compatibility with existing systems. Attach additional pages if necessary.

System Feature	Available (Yes/No)	Description
After-Hours Call Support and Triage	Yes	Daupler provides 24/7 call answering and triage services, including after-hours call support for various utilities. It uses AI to classify calls and automate dispatch.
Mass Notification (SMS, Phone, Email)	Yes	Daupler's Mass Notification tool sends alerts via text, call, or email based on location. Messages can be automatically translated to a citizen's preferred language.
Citizen Engagement Portal	Yes	Daupler's citizen engagement portal enables citizens to attach photos to their request, update the status of their request, add notes, and track the response. It is accessible on mobile or desktop.
Incident Response Documentation (Automated)	Yes	Daupler automates incident documentation, capturing all response details including all time stamps, location information, and issue description. This enables streamlined tracking and reporting.
Analytics and Reporting	Yes	Comprehensive analytics are available, including call statistics, heat maps, performance reports, and visualized trends.
Automated Event Detection	Yes	Daupler RMS automatically groups related emergency calls into a unified dashboard, enabling coordinated response, improving citizen communication, and increasing team visibility.
Cloud-Based Solution	Yes	Daupler RMS is a cloud-based solution that can be securely accessed from anywhere, from the job site to the office.
Mobile and Desktop Interfaces	Yes	Daupler RMS is accessible from both mobile and desktop interfaces, and designed to adapt to all screen sizes.

2. Company and Staff Qualifications (20 points)

Provide details on the experience and qualifications of your company and key personnel who will work on this project. Attach additional pages if necessary.

Name	Title/Role	Years of Experience	Relevant Certifications/Experience
Tim Haer	VP, Sales	15	Tim has worked with government and utility clients for more than 15 years.
Chad Feather	VP, Client Success	10	Chad has participated in over 100 Daupler implementations across a variety of clients.
Paul Browning	Software Engineering Manager	16	Paul has worked on dozens of projects with Daupler and has a strong background in gov't software.
Aaron Winter	Project Manager	5	Aaron has managed successful implementations for dozens of Daupler clients.
Brad New	Customer Support Director	16	Brad has a strong background with Daupler and has worked with every Daupler customer.

3. References and Past Performance (15 points)

Provide at least three references from clients where you have provided similar systems or services in the last three years.

Client Name	Project Description	Date of Completion	Contact Name & Phone Number
City of Monroe, LA	24/7 call answering and dispatch for water services; expanding to include 311 team support in 2024.	Ongoing	Sean Benton, Water Systems Mgr. (318) 329-2261
City of Durham, NC	24/7 call answering and dispatch for water and sewer; includes mass notifications and event detection.	Ongoing	Tim Segard, Superintendent (919) 698-3523
Johnson County Wastewater, KS	24/7 call answering, dispatch, and event detection; integration with CMMS for maintenance and emergencies	Ongoing	Raul Romero, Superintendent (913) 207-5294
City of St. Peters, MO	After-hours call answering, dispatch, citizen engagement, and event detection for water and wastewater.	Ongoing	Amy Haddock, Director of Utilities (636) 477-6600
Port Orange, FL	After-hours call answering and automated dispatch processes; expanded to include daytime services.	Ongoing	Steve Parnell, Deputy Director of Public Utilities (386) 506-5761

4. Project Approach and Timeline (10 points)

Outline your approach to delivering the system, including a timeline for key milestones (e.g., installation, integration, testing, training). Attach additional pages if necessary.

Milestone	Estimated Completion Date or Timeframe
System Installation Start	30-60 days after kickoff
System Testing	1-2 weeks following installation
Training Completion	1 week
Full System Go-Live	1 week after training

5. Price (30 points)

Provide a detailed breakdown of all costs for the fully operational IRMS, including installation, licensing, maintenance, and support. Attach additional pages if necessary.

Item Description	Cost (\$)
System Licensing and Software	\$ 90,000
Installation and Integration	\$ WAIVED
Training Costs	\$ WAIVED
Ongoing Maintenance and Support (Annual)	\$ WAIVED
Other (Specify:_____)	\$ WAIVED
Total Project Cost	\$ 90,000

The undersigned hereby acknowledges receipt of copies of the City Contract and Instructions to Proposers for the INCIDENT RESPONSE MANAGEMENT SYSTEM and that the same have been reviewed prior to the execution of the proposal; that the premises have been inspected by the undersigned, who has become thoroughly familiar herewith and with the proposed method of operation. The undersigned further:

- (a) Acknowledges the right of the City in its sole discretion to reject any or all proposals submitted, and that an award may be made to a Proposer other than one of the lowest monetary cost to the City of Abilene.
- (b) Acknowledges and agrees that the discretion of the City in selection of the

successful Proposer shall be final, not subject to review or protest, and

- (c) Acknowledges that this proposal is made with full knowledge of the foregoing and in full agreement thereto.

By submission of this proposal, the Proposer acknowledges that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the proposal and related documents and authorizes release to the City of any and all information sought in such inquiry or investigation.

Dated at 8024 Conser St, Overland Park, KS 66204
this 21st day of November 2024.

Signature of Proposer: 

If an individual: _____
Doing business as _____

If a partnership: _____
Doing business as _____
By: _____
(General Partner)

If a corporation: Daupler, Inc.
By: John Bertrand
Title: President & CEO
(Seal if proposal by corporation)

If a limited liability company: _____
By: _____
Title: _____

Address of Proposer: 8024 Conser St.
Overland Park, KS 66204

Telephone Number of Proposer: (888) 201-5652

Approve the Services Contract with Daupler, Inc. for Incident Response Management System for the Water Utilities Department





Incident Response Management System

- Approve the Services Contract with Daupler, Inc. for Incident Response Management System for the Water Utilities Department.
- The contract value is \$90,000.
- On October 10th, 2025, the Water Utilities Department released a Request for Proposals (RFP) for the provision of an Incident Response Management System (IRMS).





Incident Response Management System

- On November 22nd, 2024, proposals from Daupler, Inc, and from Sweent, LLC. were received and scored.
- Daupler proposed an off the shelf product that met all the RFP requirements for a cost of \$90,000.00 for one year.





Incident Response Management System

- An Incident Response Management System (IRMS) is a centralized software platform designed to streamline and automate incident management for water utilities.
- It provides utilities with tools to record incidents in real-time, automate notifications to the appropriate response teams, and manage workflows from start to finish.





Incident Response Management System

- Current Process for After-Hours Calls:
 - After-hours issues (e.g., leaks, low water pressure, sewer backups) are currently routed to the night shift treatment plant operator.
 - The operator is tasked with handling plant operations and responding to customer calls simultaneously, which leads to:
 - Overwhelmed operators during high-call volumes.
 - Miscommunication or delayed response times.
 - Inefficient dispatching (e.g., sending crews for non-utility issues like broken sprinklers or draining pools).
 - Lack of call tracking and performance metrics, leading to poor service transparency.





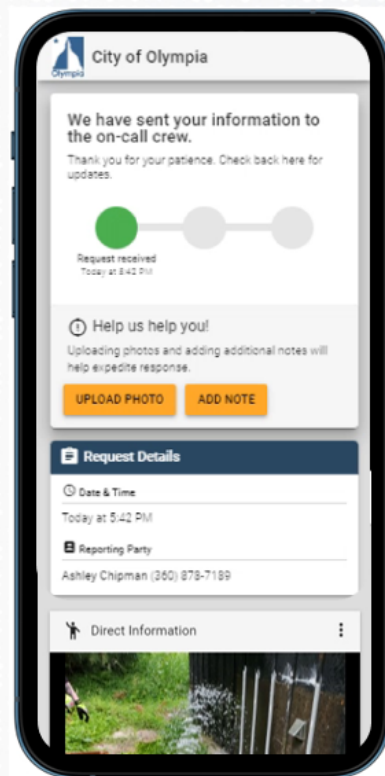
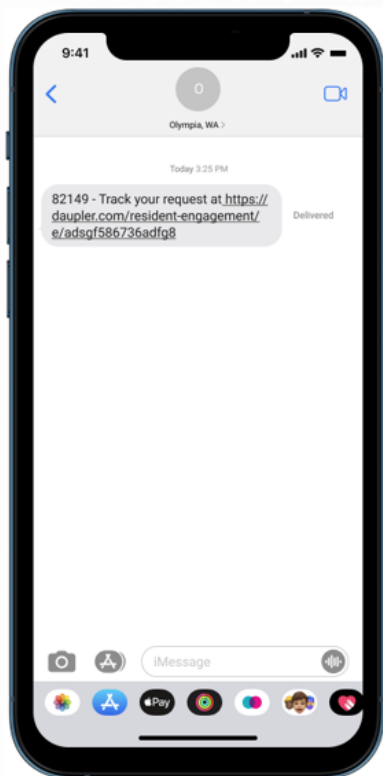
Incident Response Management System

- **What Daupler Offers:**
 - **After-Hours Call Solution:** Daupler partners with a U.S.-based call center, staffed with personnel specifically trained for water utility calls.
 - **Automated Workflows:** The system automatically notifies on-call personnel when an incident is reported, eliminating guesswork and ensuring fast action.
 - **Reduces Unnecessary Dispatches:** By tracking the nature of the incident and allowing customer reporting, it minimizes crews from being dispatched unnecessarily.
 - **Operator Support:** The system reduces the burden on plant operators, allowing them to focus on critical plant operations while the IRMS handles incident management.

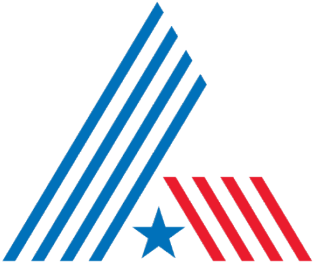




Incident Response Management System



Customer Experience and Updates



CITY OF
ABILENE
TEXAS



Incident Response Management System

A Crew Member is Working on Your Request.

Thank you for your patience. Check back here for the latest updates.



Request Confirmation

Request Date & Time: July 27, 2018 @ 4:00pm CST

Reporting Party:

Name: Selina Marshall
Phone Number: (816) 305-1355

Description:

Basement is flooded with sewage! Need someone to come out and look ASAP

Crew Information

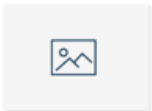


Crew Member: David Smith
Vehicle: White Ford F-250

Additional Information

Additional Request/Update(s):

Submit



Would you like to add more images?

Upload

Address Confirmation



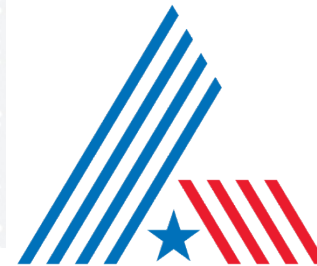
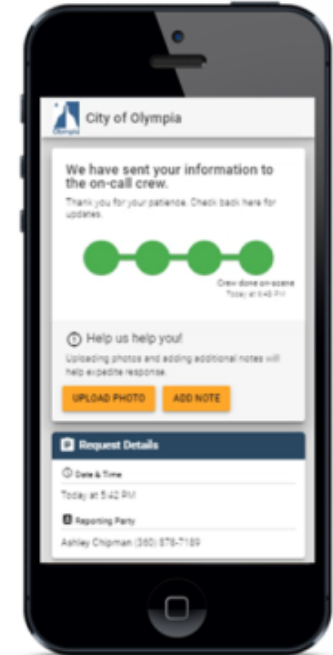
Address:
1017 Delray St
Durham, NC 27713

Special Instructions:

Call when you arrive, sleeping baby

Something Incorrect?

Update



CITY OF
ABILENE
TEXAS

Customer Experience and Updates

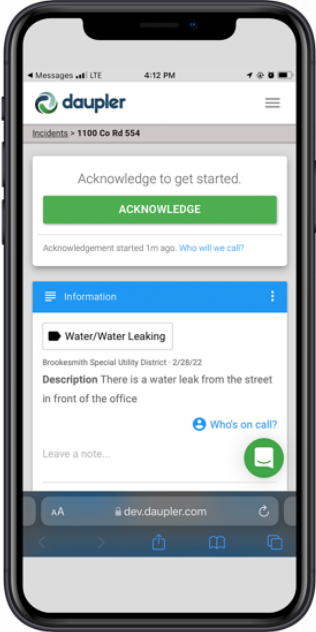


Incident Response Management System

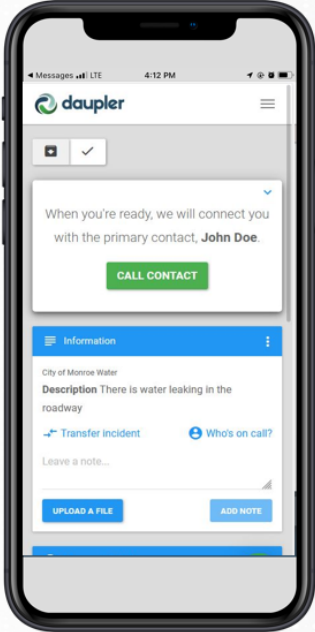
Phone & text notification



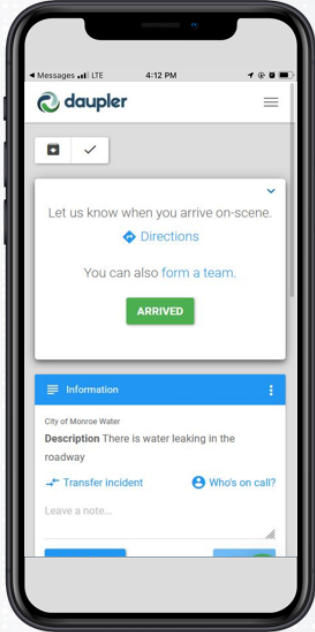
Incident acknowledgment



Call resident confidentially



Arrive on scene



On-call Response Process





Incident Response Management System



Incidents Teams Notify Admin Analytics

Heatmap

12/31/21 – 6/22/22

Water/Water Leaking

Water/No Water

Water/Low Pressure

Water/Water Quality

START DATE

12/31/2021

[Clear start date](#)

END DATE

6/22/2022

[Clear end date](#)

FILTER BY LABEL

☒ Water/Water Leaking (70)

☒ Water/No Water (84)

☒ Water/Low Pressure (23)

☒ Water/Water Quality (21)

☐ Water/Hydrant Issue

☐ Water/Asset Issue

☐ Water/Irrigation Issue

☐ Water/Frozen Pipes

☐ Water/High Pressure

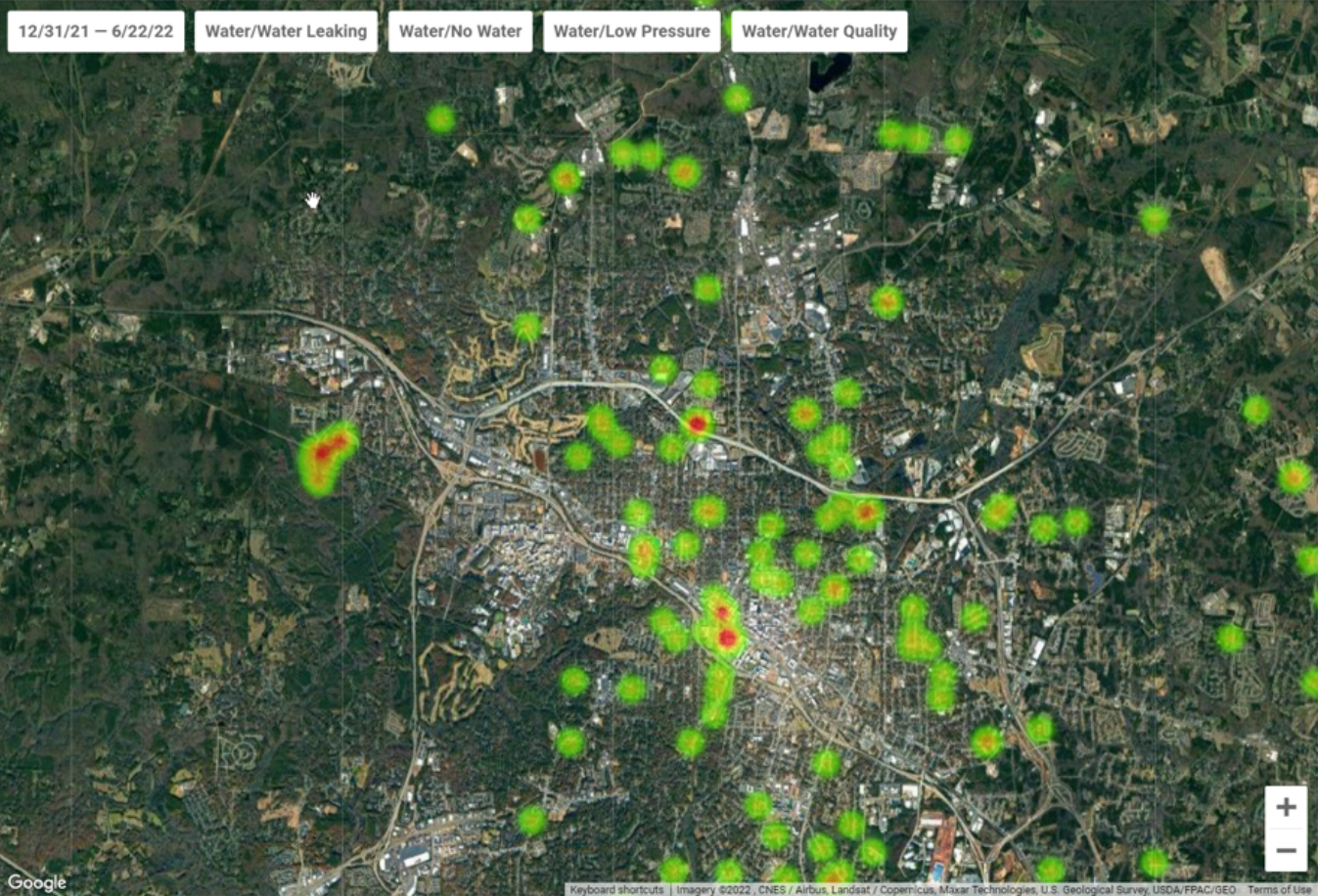
☐ Water/High Usage

[Clear labels](#)

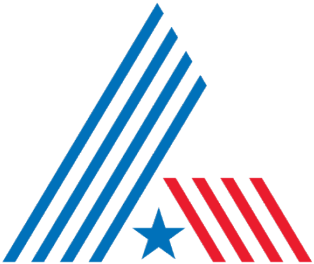
UPDATE HEATMAP

Responsiveness

Performance



Data Collection and Analytics



CITY OF
ABILENE
TEXAS



Incident Response Management System

Council's Strategic Priorities

- **Sound Financial Discipline**
 - Reduced Overtime Costs
 - Data-Driven Decisions
- **High Quality of Life**
 - Faster Response to Issues
 - Improved Customer Satisfaction
- **Reliable Infrastructure**
 - Efficient Maintenance Coordination
 - Reduced Service Interruptions
- **Excellent Service**
 - After-Hours Availability
 - Accurate Tracking and Reporting
- **Engaged Community**
 - Transparent Communication



Approve the Services Contract with Daupler, Inc. for Incident Response Management System for the Water Utilities Department

QUESTIONS?



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING THE SERVICES CONTRACT WITH DAUPLER, INC. FOR THE INCIDENT RESPONSE MANAGEMENT SYSTEM FOR THE WATER UTILITIES DEPARTMENT.

WHEREAS, the City of Abilene (City) Water Utilities Department has identified the need for an Incident Response Management System (IRMS) to improve efficiency and response times for after-hours water-related incidents, such as leaks, low-pressure issues, and sewer backups; and

WHEREAS, the Water Utilities Department issued a Request for Proposals (RFP #CB-2509) for the provision of an IRMS, and Daupler, Inc. was the prime respondent to the RFP; and

WHEREAS, Daupler, Inc. proposed an off-the-shelf product for the cost of \$90,000.00 with a 1 year term, which meets the RFP requirements and provides the most cost-effective solution; and

WHEREAS, the IRMS will automate workflows, streamline the coordination of incident responses, enhance communication between customers and response teams, and improve overall customer service by providing real-time status updates and reducing unnecessary dispatches and

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

That the City Manager is authorized to execute a services contract with Daupler, Inc. for the Incident Response Management System for the Water Utilities Department in the amount of \$90,000.00 with a 1 year term.

ADOPTED this 19 day of December, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley E. Smith, City Attorney



**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Robert Hanna, City Manager

FROM: Rodney Taylor, Director

SUBJECT: 25. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Resolution Authorizing Application For Financial Assistance From The Texas Water Development Board; And Making Certain Findings In Connection Therewith (*Rodney Taylor*)

GENERAL INFORMATION

Staff is requesting that the Abilene City Council approve the resolution authorizing the submission of an application seeking \$49,000,000 in financial assistance from the Texas Water Development Board (TWDB) Drinking Water State Revolving Fund (DWSRF) for the design and rehabilitation of the Northeast Water Treatment Plant (NEWTP). The application packet including this resolution is due to the TWDB by January 10, 2025. In 1996 Congress passed federal amendments to the Safe Drinking Water Act (SDWA) that established the DWSRF program. The TWDB is authorized by state law to administer this program for Texas. The financing is provided through loans/bonds at below market rates. The goal of the DWSRF program is to provide low-cost financial assistance for planning, acquisition, design, and construction of water infrastructure.

SPECIAL CONSIDERATIONS

The City of Abilene's Northeast Water Treatment Plant (NEWTP) was constructed in the 1970s, modified in the 1980s, and again in the early 2000s. The plant is currently rated at 25 MGD and operates as a conventional water treatment plant. The 2020 Water Treatment Master Plan developed a plan for future capacity expansion of the NEWTP to 31 MGD. Due to aging infrastructure and future growth, The City of Abilene hired Enprotec/ Hibbs & Todd, Inc (eHT) to assist in the design of major improvements at the existing NEWTP. eHT developed a basis of design report that identifies the major components and the design parameters recommended for the improvements to the processes, equipment, and infrastructure at the NEWTP. Improvements

related to future plant capacity expansion were not included in the report. The report identified the following improvements:

- Rehabilitation of the three (3) SuperPulsator clarifiers;
- Rehabilitation of filter numbers 1-4, and 6-7;
- Replacement of all valves in filter gallery;
- Demolition of clearwell no. 1;
- Addition of one (1) new 5 MG clearwell;
- New chlorine dioxide generation system;
- Relocation of chlorine dioxide injection site;
- Chemical storage and feed improvements;
- Electrical system improvements;
- Sludge lagoon improvements;
- Design of new high service pump station;
- Design of solids handling tank;
- Design of new mechanical dewatering system; and
- Design of new emergency power generators.

The total estimated cost for all the above improvements is \$70 million. The Water Department plans to break the total project into phases. Phase 1 will include certain rehabilitation items and the new high service pump station, and it will utilize the \$49 million from the TWDB DWRSF. For Phase 2, the Department will pursue other funding options including but not limited to cash reserves, federal loans, and other state grants/loans.

FUNDING/FISCAL IMPACT

This resolution will not result in any financial impact. Subsequent TWDB approval of the application, and Council's approval for issuing debt, will result in the availability of financial assistance totaling \$49,000,000.00.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the resolution authorizing the submission of an application seeking \$49,000,000 in financial assistance from the Texas Water Development Board (TWDB) for Rehabilitation of the Northeast Water Treatment Plant.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 201a - Resolution Requesting Financial Assistance
2. 3 - Presentation-TWDB NEWTP Funding App

THE STATE OF TEXAS \$
COUNTIES OF TAYLOR AND JONES \$
CITY OF ABILENE \$

Page 456 of 483

Authorize Application For Financial Assistance From The Texas Water Development Board





NEWTP TWDB Funding

- Authorize the submission of an Application to the Texas Water Development Board (TWDB) Drinking Water State Revolving Fund (DWSRF) for Rehabilitation of the Northeast Water Treatment Plant.
- The value of the request is \$49,000,000.00.
- The application requires that the City Council approve an Application Filing and Authorized Representative Resolution.





NEWTP TWDB Funding

- The City of Abilene's Northeast Water Treatment Plant (NEWTP) was constructed in the 1970s, modified in the 1980s, and again in the early 2000s.
- The plant is currently rated at 25 MGD and operates as a conventional water treatment plant.
- eHT developed a basis of design report that identifies the major components and the design parameters for the improvements at the NEWTP.
- The 2020 Water Treatment Master Plan developed a plan for future capacity expansion of the NEWTP to 31 MGD to support increased demands and population, and rehabilitation is necessary prior to expansion of the plant.





NEWTP TWDB Funding

The report identified the following improvements:

- Rehabilitation of the three (3) SuperPulsator clarifiers;
- Rehabilitation of filter numbers 1-4, and 6-7;
- Replacement of all valves in filter gallery;
- Demolition of clearwell no. 1;
- Addition of one (1) new 5 MG clearwell;
- New chlorine dioxide generation system;
- Relocation of chlorine dioxide injection site;
- Chemical storage and feed improvements;
- Electrical system improvements;
- Sludge lagoon improvements;
- Design of new high service pump station;
- Design of solids handling tank;
- Design of new mechanical dewatering system; and
- Design of new emergency power generators.





NEWTP TWDB Funding

- The total estimated cost for all the improvements is \$70 million.
- The Water Department plans to break the total project into phases.
- Phase 1 will include certain rehabilitation items and the new high service pump station. Phase 1 will utilize the \$49 million from the TWDB DWRSF.
- For Phase 2, the Department will pursue other funding options including but not limited to cash reserves, federal loans, and other state grants/loans.





Master Planning and Rate Setting

Current



Northeast – 25 MGD



Grimes – 25 MGD (Rated)



Hargesheimer – 12 MGD

Future



Northeast – **31 MGD**

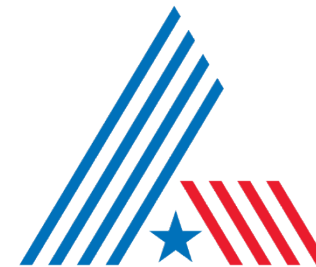


Grimes – **0 MGD**



Hargesheimer – **24 MGD**

- 2019 Masterplans recommended shutting down Grimes and moving capacity to other two plants
- Proposed costs assumed modest inflation and no added infrastructure for PFAS removal



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ABILENE
TEXAS



Timeline of Planning Process

2019 Plant Project List

2023 NE Rehabilitation
\$26M
2028 NE Expansion \$41M
2030 Crosstown Line \$32M
2032 HWTP Expansion \$78M
Total: \$177M (\$13.6M/yr)

2019 Master
plan Project
Lists

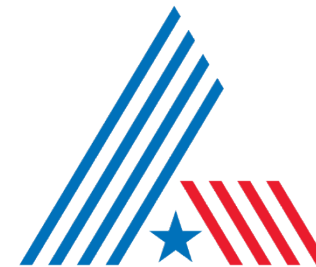
January
2020 Covid
hits US

April 2024
EPA finalized
PFAS
regulations

April 2029
PFAS
compliance
deadline

2024 Plant Project List

2025 NE Rehabilitation \$61M
2026 NE Expansion \$74M
2027 Crosstown Line \$56M
2027 HWTP Expansion \$139M
Total: \$330M (\$66M/yr)



CITY OF
ABILENE
TEXAS



Changes to Strategies and Schedules

- The adopted FY22 Five Year Rate Plan used the best information available at that time to develop a path forward based primarily on cash funding of CIP projects.
- Due to the above described factors, changes in funding strategies and CIP construction schedules will be required.
- Water Utilities will provide updated information for discussion at the City Council Workshop scheduled for January 2025.

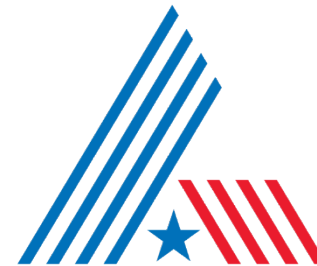




NEWTP TWDB Funding



Existing NEWTP



CITY OF
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TEXAS

Authorize Application For Financial Assistance From The Texas Water Development Board

QUESTIONS?





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Honorable Mayor & Members of City Council

FROM: Stanley Smith, City Attorney

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

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

1. 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
2. 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
3. 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
4. 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
5. 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
6. Richard Scheriger, et al. v. City of Abilene; Cause No. CV33253, In the 90th Judicial District Court, Stephens County, Texas, filed April 21, 2023
7. The Woodlands Pride, Inc., et al. v. Ken Paxton, 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
8. PFAS Litigation
9. Ginger Robertson v. City of Abilene and Abilene Zoological Society; Cause No. 13179-D, In the 350th Judicial District Court, Taylor County, Texas; filed December 5, 2023
10. City of Dallas, et al, v. Disney DTC, LLC, et al., Cause No. DC-22-09128, In the 14th Judicial District Court, Dallas County, Texas, filed August 3, 2022
11. Patricia Anderson v. City of Abilene; Cause No. 51867-A, In the 42nd Judicial District Court, Taylor County, Texas; filed March 1, 2024

12. Mary Lou Gonzales v. City of Abilene, Board of Building Standards; Cause No. 29156-B; In the District Court, 104th Judicial District, Taylor County, Texas; filed April 10, 2024

13. Claim of Republic Services

14. Claim of Eddie Pugh

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. Edmundson Subdivision

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 27.

Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Members to Various Boards and Commissions per the City Charter (Kaitlin Richardson)

- Development Corporation of Abilene

GENERAL INFORMATION

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

SPECIAL CONSIDERATIONS

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

FUNDING/FISCAL IMPACT

No cost consideration to the city.

STAFF RECOMMENDATION

(Re)Appointment

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

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

RESOLUTION NO. _____

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

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

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

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

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

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

PASSED this 19th day of December, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Development Corporation of Abilene, Inc.</i>	
Floyd Miller [Reappointment]	December 2026
Tracy Howle [Reappointment]	December 2026
Shae Hall [Reappointment]	December 2026



Resolution: Appointing Member(s) to Various Boards and Commissions per the City Charter

- Development Corporation of Abilene
 - Floyd Miller (Reappointment)
 - Tracy Howle (Reappointment)
 - Shae Hall (Reappointment)





**City Council
Agenda Memo**

City Council Meeting Date: 12/19/2024

TO: Honorable Mayor & Members of City Council

FROM: Misty Mayo, CEO Development Corporation of Abilene

SUBJECT: **28. Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Project Bay for the Development Corporation of Abilene, Inc. (*Misty Mayo*)

GENERAL INFORMATION

Approval of Development Corporation of Abilene, Inc.'s Incentive for Project Bay.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. City Resolution - Project Bay - Final
2. 2024-12-19 DCOA Project Bay - City Council

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 BAY ("COMPANY").**

WHEREAS, on December 17, 2024, the DCOA approved Resolution No. DCOA-2025.05 (the "**DCOA Resolution**") authorizing, among other items, (a) the DCOA's President to enter into an agreement with the Company for an incentive for Project Bay in an amount not to exceed \$1,465,000 (the "**Incentive**") which will be distributed as an in-kind incentive by selling land in exchange for the Company's retention and creation of at least 40 full-time employees ("**FTEs**") by the end of a 4-year period; and (b) the sale of approximately 20.9 acres in Access Business Park to the Company; 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 capital investment of \$15,000,000 and retention and creation of 40 FTEs by the end of a 4-year period, the DCOA to provide the Company with an Incentive in an amount not to exceed \$1,465,000 and take the other actions described 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 19th day of December, 2024.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



Develop**Abilene**
DEVELOPMENT CORPORATION OF ABILENE

DEVELOPING ABILENE. TOGETHER.

Abilene City Council | Project Bay
Misty Mayo, President and CEO
December 19, 2024

The DCOA owns & operates Five Points Business Park, Access Business Park, and additional assets. Available land is a competitive advantage for Abilene in attracting company expansions.



DevelopAbilene
DEVELOPMENT CORPORATION OF ABILENE

OUR VISION

The Vision of the
Development Corporation of Abilene
is to build the future Abilene.

OUR 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.



World-wide Awards



Gold, Silver, & Bronze Awards
International Economic Development Council



Economic Development Organization
Business Facilities - Building Tomorrow's Workforce



Corporate Investment and Community Impact Awards



Deal of the Year - Impact Award
Business Facilities



Workforce Excellence Award
Texas Economic Development Council



Community Economic Development Award
Texas Economic Development Council



Economic Excellence Recognition
Texas Economic Development Council



2024 Small Business Campaign of the Year
United Way of Abilene

ECONOMIC DEVELOPMENT STRATEGIC PLAN



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.

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.

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.

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.

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.

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.

Project Bay

Industry – Logistics

Project Type – Business Retention & Expansion – Local, Existing Company

- Private Family-Owned Company Operating in Abilene for 22 years

Project Summary

- Project will enable the company to develop a state-of-the-art trucking terminal as part of the company's strategic growth plan for Texas
- **Total Capital Investment = \$15 Million**
- **Jobs Retained = 18 FTEs***
 - **Average Annual Wage = \$60,000+**
- **Jobs Created = 22 FTEs***
 - **Average Annual Wage = \$58,000+**

Real Estate Impact

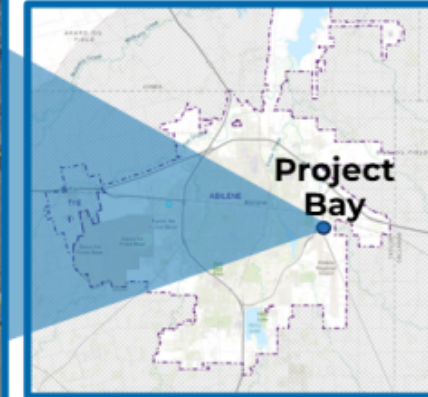
- New Construction of 58,000 square foot facility on 20.90 acres in the DCOA's Access Business Park

Proposed Incentive Package = \$1,465,000 (Appraised Value of 20.90 acres of land in Access Business Park)

**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*



**Proposed Location:
DCOA's Access
Business Park**



Development Corporation of Abilene Board of Directors



Shea Hall

Board Chair

Retired West Texas Outreach Director
for Senator Ted Cruz
Abilene Business Owner



Tracy Howle

Board Vice Chair

Area President
First Bank Texas



Sam Vinson

Board Secretary and Treasurer

President
Pine Street Capital



Floyd Miller

Board Member

Financial Advisor
Osaic Wealth, Inc.



Buddy Napier

Board Member

President
HGN Operating



Misty Mayo

President and CEO
Development Corporation of Abilene

DCOA IMPACT HAS TRIPLED IN THE PAST 5 YEARS



TRIPLED IMPACT on Jobs

TRIPLED IMPACT on Gross Product (area GDP)

*The Perryman Report -
Economist Ray Perryman - Annual Impact of DCOA*



Misty Mayo

President and CEO
Misty.Mayo@AbileneDCOA.com