



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
Mindy Patterson, City Manager

Weldon Hurt, Mayor

Blaise Regan, Council Member
Brian Yates, Council Member
Stanley Smith, City Attorney
Shawna Atkinson, City Secretary

AMENDED

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on March 27, 2025, 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 Weldon Hurt

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

2. **Proclamation:**

- Colorectal Cancer Awareness Month
- American Red Cross Month
- National Women's History Month

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 March 13, 2025 **(Shawna Atkinson)**
4. **Resolution:** Receive a Report, Hold a Discussion, and Take Action to Approve an Agreement with Empyrean Benefit Solutions to Provide an Online Benefits Administration Platform **(Pamela Williams)**
5. **Resolution:** Receive a Report, Hold a Discussion and Take Action to Approve an Amendment to the City's Tyler Technologies Contract to add the Environmental Health Enterprise Module to Replace the Sunsetting Digital Health Department Electronic System **(Annette Lerma)**
6. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving Multiple Contracts with Accurate Air Solutions LLC, Cary Services Inc., and Daikin Applied Americas, Inc. for HVAC Services **(Lesli Andrews)**
7. **Resolution:** Receive a Report, Hold a Discussion and Take Action on City Council Approving the Mayor to Sign Letters of Support for two Habitat and Angler Access Program Grants **(Lesli Andrews)**
8. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering into a Contract with Key City Septic Services **(Lesli Andrews)**
9. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Approving a Commission Agreement with Hardesty Realty Group Regarding Negotiations of Lease Agreement with Chick-fil-A **(Robert Hanna)**
10. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Amending the Terms of a Chapter 380 Agreement with Chowning Realty LLC to Extend the Expiration of an Economic Development Agreement for 1438 N 6th St. **(Tim Littlejohn)**
11. **Resolution:** Receive a Report, Hold a Discussion and Take Action on Entering Into an Economic Development Agreement with Thornton Custom Homes for a New Single-Family Home Located at 5425 N 10th St. **(Tim Littlejohn)**
12. **Ordinance (First Reading) TC-2025-01:** Receive a Report, Hold a Discussion and Take Action a Request from the Adjacent Owner, to Abandon Certain Portions of Hickory Street and North 21st Street. Located at the 1300 to 1400 Blocks of North 21st Street and Hickory Street Extending 420 Feet South of the Intersection of North 21st Street and Hickory Street Abilene, Taylor County, Texas **(Tim Littlejohn)**
13. **Ordinance (First Reading) Z-2025-06:** Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Rezone Approximately One-Acre Of Land From Residential Single Family (RS-6) To Medium Density (MD), Located At 3073 Hickory Street **(Tim Littlejohn)**
14. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-285, "Increased Speed Limits," of the Abilene Municipal Code **(Max Johnson)**

15. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-286, "Decreased Speed Limits-School Zones," of the Abilene Municipal Code (**Max Johnson**)
16. **Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending Chapter 28, "Solicitations", of the Code of Ordinances, Article II - "Permit", Section 28-21 "Denial" and Section 28-22 "Revocation" (**Shawna Atkinson**)

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

17. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 22, Parks and Recreation, Article I, In General, Sec. 22-5, Camping, Sleeping, Parking Overnight, of the Code of Ordinances (**Lesli Andrews**)
18. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending the Fee Ordinance to Add a Camping Fee for Overnight Camping in Johnson Park and Sea Bee Park, and Add a Commercial Breeder Permit Fee (**Lesli Andrews**)
19. **Ordinance (Final Reading) Z-2025-04:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 2.5 Acres From Heavy Industrial (HI) To Light Industrial (LI). Located At 4397 Crawford Drive. Legal Description Being Block A, Lot 1, Of The Button Willow, Section 5 Subdivision, Abilene, Taylor County, Texas (**Tim Littlejohn**)
20. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article X, "Stopping, Standing and Parking," Division 4, "Limited on Certain Streets," and Division 5, "Parking Meters," of the Abilene Code of Ordinances, and create a Paid Parking Program (**Max Johnson**)

EXECUTIVE SESSION

21. **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

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

RECONVENE

REGULAR AGENDA

22. **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 (**Shawna Atkinson**)

- Abilene Convention Center Hotel Development Corporation
- Street Maintenance Advisory & Appeals Board

23. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Project Hamilton for the Development Corporation of Abilene, Inc. (**Misty Mayo**)

24. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing the City Manager to Enter into a New Building Lease Agreement for a New Main Branch Library at Abilene Heritage Square (**Robert Hanna**)

ADJOURNMENT

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

CERTIFICATION

I hereby certify the above AMENDED meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 24th day of March, 2025, at 8:25 a.m.

Shawna Atkinson, TRMC, CMC
City Secretary



**City Council
Agenda Memo**

City Council Meeting Date: 3/27/2025

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 March 13, 2025 (Shawna Atkinson)**

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on March 13, 2025

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 03-13-2025 Minutes - Regular - Morning

CITY COUNCIL MEETING
March 13, 2025 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 March 13, 2025, 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, and Councilmembers Shane Price, Lynn Beard, Blaise Regan, and Brian Yates. Deputy Mayor Pro-tem Travis Craver was absent. Also present were Deputy City Manager Mindy Patterson, City Attorney Stanley Smith, and City Secretary Shawna Atkinson.

Councilmember Brian Yates delivered the invocation.

Sofia Futrelle and Persephone Ramos 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:
 - Robert Klafter – 25 Years – Water Department
- Special Presentation:
 - The Veteran’s Land Board presented Robert Hanna an award in recognition of his retirement.
 - Taylor County Judge Phil Crowley presented Robert Hanna a proclamation from Taylor County in recognition of his retirement.

PRESENTATION OF CONSENT AGENDA

The Consent Agenda consisted of items 4-25. Items 9 and 10 were pulled for individual consideration. Item 13 and 16 were pulled from the agenda prior to the meeting.

Item pulled for individual consideration:

- Item 9 – Councilmember Regan
- Item 10 – Councilmember Yates

Items pulled from consideration:

- Item 13
- Item 16

PUBLIC COMMENTS

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

- Aaron Young
- Tammy Fogle

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

CONSENT AGENDA

Councilmember Yates moved to approve the consent agenda consisting of 4-8, 11-12, 14-15, and 17-25. Mayor Pro-tem McAlister seconded the motion. Motion carried.

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

4. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on February 27, 2025
5. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of Two (2) 2025 RC-Mower R60 Remote Operated Mowers for Stormwater Utilities, Through Sourcewell Contract # 112624-EMB from Kinloch Equipment of Pasadena Texas
[ASSIGNED RESOLUTION NO. 30-2025]
6. Resolution: Receive a Report, Hold a Discussion and Take Action on the Purchase of One(1) 2025 Caterpillar 265 C3H3 Skid Steer for Streets Services through Sourcewell Contract # 011723-CAT from Warren Cat of Abilene
[ASSIGNED RESOLUTION NO. 31-2025]
7. Resolution: Receive a Report, Hold a Discussion and Take Action to Appropriate Funds for and Approve the Purchase of Four (4) Fuel Dispensers for Fleet Services from JF Petroleum Group's Abilene Office using Sourcewell Contract #081524-JFA
[ASSIGNED RESOLUTION NO. 32-2025]
8. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve Change Order 1 to the Microwave System Modernization and Reconfiguration Project Contract with Scientel Solutions, LLC.
[ASSIGNED RESOLUTION NO. 33-2025]
11. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Design and Creation of the Giving Tree Sculpture as Part of Clear Fork Bank Sculpture Garden
[ASSIGNED RESOLUTION NO. 36-2025]
12. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving the Design and Creation of the Winnie the Pooh Series as Part of the Storybook Series
[ASSIGNED RESOLUTION NO. 37-2025]
14. Resolution: Receive a Report, Hold a Discussion and Take Action To Authorize the City Manager to Execute an Agreement with MES Service Company, LLC for the Purchase of Dual Certified Firefighting Protective Gear for the Abilene Fire Department
[ASSIGNED RESOLUTION NO. 39-2025]
15. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Change Order No. 1 to the Contract with Dowtech Specialty Contractors for the Sodium Hydroxide Bulk Storage and Dry Polymer Feed Improvements
[ASSIGNED RESOLUTION NO. 40-2025]
17. Resolution: R Receive a Report, Hold a Discussion and Take Action to Approve a Resolution Authorizing the Child Advocacy Center to Apply for an Other Victims Assistance Grant (OVAG)
[ASSIGNED RESOLUTION NO. 42-2025]

18. Resolution: Receive a Report, Hold a Discussion and Take Action on the Continuation of Services for a 3 Year Term with Granicus, LLC for the Swagit Live Switching, Broadcast, Streaming, and Archiving of Public Meetings
[ASSIGNED RESOLUTION NO. 43-2025]
19. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering into an Economic Development Agreement with Brick and Mortar Properties for the Major Renovation of 2826 Roberts St.
[ASSIGNED RESOLUTION NO. 44-2025]
20. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering into an Economic Development Agreements with Thornton Custom Homes for 5433 and 5441 N 10th St.
[ASSIGNED RESOLUTION NO. 45-2025]
21. Resolution: Receive a Report, Hold a Discussion and Take Action on Allowing the City Manager to Enter into a Contract with BVNA for Inspection Services located at the Lancium Project
[ASSIGNED RESOLUTION NO. 46-2025]
22. Resolution: Receive a Report, Hold a Discussion and Take Action on Allowing the City Manager to Enter Into a Contract with BVNA for City Backup Inspection Services
[ASSIGNED RESOLUTION NO. 47-2025]
23. Ordinance (First Reading) Z-2025-04: Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 2.5 Acres From Heavy Industrial (HI) To Light Industrial (LI). Located At 4397 Crawford Drive. Legal Description Being Block A, Lot 1, Of The Button Willow, Section 5 Subdivision, Abilene, Taylor County, Texas
24. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article X, "Stopping, Standing and Parking," Division 4, "Limited on Certain Streets," and Division 5, "Parking Meters," of the Abilene Code of Ordinances, and create a Paid Parking Program
25. Ordinance (First Reading): Receive a Report, Hold a Discussion and Take Action on Amending the Fee Ordinance to Add a Commercial Breeder Permit Fee

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

9. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to Enter into a Contract with Schneider Electric Buildings America Inc. (ESCO), for Phase 5 Energy Efficient Facility Improvements
[ASSIGNED RESOLUTION NO. 34-2025]

Having pulled the item, Councilmember Regan stated concerns about the dollar amount of the project, wanted clarification on how the savings are calculated, if park lighting is included in this, and why we are purchasing all of the HVACs at once.

Lesli Andrews, Director of Parks & Recreation, introduced Matt Lombardo and Ryan Wonder with Schneider Electric, who answered the Council's questions.

Mayor Hurt opened the public hearing. The following spoke in opposition to the item:

- Eric Bengs

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

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

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

NAYS (1): Councilmember Regan

ABSENT (1): Deputy Mayor Pro-tem Craver

10. Resolution: Receive a Report, Hold a Discussion and Take Action on Authorizing the City Manager to enter into a Contract for Phase 6 with Schneider Electric Buildings America Inc. (ESCO), for Water Department Improvements

[ASSIGNED RESOLUTION NO. 35-2025]

Having pulled the item, Councilmember Yates wanted to highlight the differences between this phase and phase 5.

Mayor Hurt opened the public hearing. The following spoke in opposition to the item:

- Tammy Fogle

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

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

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

NAYS (0): None

ABSENT (1): Deputy Mayor Pro-tem Craver

ITEMS PULLED FROM INDIVIDUAL CONSIDERATION

13. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve an Agreement with Empyrean Benefit Solutions to Provide an Online Benefits Administration Platform
[NOT CONSIDERED]
16. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve an Amendment to the City's Tyler Technologies Contract to add the Environmental Health Enterprise Module to Replace the Sunsetting Digital Health Department Electronic System
[NOT CONSIDERED]

Mayor Hurt recessed the meeting for a short break at 9:48 a.m.

REGULAR AGENDA

26. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Special Events Permit Policy
[ASSIGNED RESOLUTION NO. 49-2025]

Councilmember Price moved to remove this item from the table. Councilmember Beard seconded the motion; motion carried.

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

ABSENT (1): Deputy Mayor Pro-tem Craver

Lesli Andrews, Director of Parks & Recreation, presented the item. Adoption of the item would approve a Special Events Permit policy that would create a one-stop-shop for all special events, including payment of required fees and access to support staff.

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

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

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

ABSENT (1): Deputy Mayor Pro-tem Craver

27. Ordinance: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 29, "Streets and Sidewalks," Article IX, "Special Events Permit" of the Code of Ordinances
[ASSIGNED ORDINANCE NO. 15-2025]

Lesli Andrews, Director of Parks & Recreation, presented the item. Adoption of the item would amend Chapter 29 of the Code of Ordinances, Streets and Sidewalks, that would outline the special events permit process and what is and is not allowed.

Mayor Hurt opened the public hearing. 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, and Councilmembers Price, Beard, Regan, and Yates
NAYS (0): None

ABSENT (1): Deputy Mayor Pro-tem Craver

28. Ordinance: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending the Fees and Charges Ordinance to Special Events Fees
[ASSIGNED ORDINANCE NO. 16-2025]

Lesli Andrews, Director of Parks & Recreation, presented the item. Adoption of the item would add the associated fees for special events to the fee schedule.

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

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

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

NAYS (0): None

ABSENT (1): Deputy Mayor Pro-tem Craver

29. Ordinance: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 6, Animals and Fowl, of the Abilene Code of Ordinances
[ASSIGNED ORDINANCE NO. 17-2025]

Stanley Smith, City Attorney, presented the item. Adoption of the item would amend Chapter 6 of the Code of Ordinances, Animals and Fowl.

Mayor Hurt opened the public hearing. The following spoke in opposition to the item:

- Cindy Knox
- Aaron Young
- Thomas McIntire – did not speak, indicated opposition on card

The following spoke in favor of the item:

- Claude Milton
- Angela Tomlin

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

Councilmember Price moved to approve the item as presented with the following amendments:

- 1) 6-18 - correct the three references to 6-93 (1 in c and 2 in e) to reference 6-92
- 2) 6-34 (d) (1) add “service animal” to the list of exemptions for the breeder’s license requirement
- 3) 6-94 - mirror the exemption list under (b) [first impoundment] as exemptions allowed under (c) [second impoundments]

Councilmember Beard seconded the motion; motion carried.

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

NAYS (0): None

ABSENT (1): Deputy Mayor Pro-tem Craver

30. Ordinance CUP-2025-03: 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 0.9 Acres to Allow for Contractor Services within General Commercial (GC) Zoning, Located at 625 ES 11th Street
[ASSIGNED ORDINANCE NO. 18-2025]

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 for contractor services.

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

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

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

NAYS (0): None

ABSENT (1): Deputy Mayor Pro-tem Craver

31. Ordinance CUP-2025-04: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, Represented by Precision Contractors, to Apply a Conditional Use Permit to Approximately 1.81 Acres Zoned General Commercial to Allow Freight containers, Located at 718 S. Clack Street
[ASSIGNED ORDINANCE NO. 19-2025]

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 storage containers.

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

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

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

NAYS (0): None

ABSENT (1): Deputy Mayor Pro-tem Craver

32. Ordinance CUP-2025-05: 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 15.03 Acres to Allow an RV (Recreational Vehicle) Park, Located at 3201 Dub Wright Blvd.
[ASSIGNED ORDINANCE NO. 20-2025]

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 for an RV park.

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

- Clayton Farrow, agent

With no other 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, and Councilmembers Price, Beard, Regan, and Yates

NAYS (0): None

ABSENT (1): Deputy Mayor Pro-tem Craver

33. Ordinance Z-2025-03: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Request from the Owner, to Change the Zoning of Approximately 22.14 Acres from Agricultural Open (AO) to Multi Family (MF) Located at 6310 Butterfield Trail
[ASSIGNED ORDINANCE NO. 21-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would change the zoning from Agricultural Open Space (AO) to Multi Family (MF) at the above referenced location.

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

- Clayton Farrow, agent

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

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

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

NAYS (0): None

ABSENT (1): Deputy Mayor Pro-tem Craver

34. Ordinance: Receive a Report, Hold a Discussion and Public Hearing, 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 - 31 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
[ASSIGNED ORDINANCE NO. 22-2025]

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would annex the above referenced property into the City Limits of the City of Abilene.

Mayor Hurt opened the public hearing. The following spoke in opposition to the item:

- Charles Baucum

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

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

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

NAYS (0): None

ABSENT (1): Deputy Mayor Pro-tem Craver

35. Ordinance: Receive a Report, Hold a Discussion and Public Hearing, 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 - 28.58 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 **[ASSIGNED ORDINANCE NO. 23-2025]**

Tim Littlejohn, Director of Planning & Development Services, presented the item. Adoption of the item would annex the above referenced property into the City Limits of the City of Abilene.

Mayor Hurt opened the public hearing. The following spoke in opposition to the item:

- Charles Baucum

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

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

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

ABSENT (1): Deputy Mayor Pro-tem Craver

36. Discussion: Receive a Report and Hold a Discussion and Public Hearing and Provide Direction on Homeless Initiatives.

Max Johnson, Director of Public Works, presented the item and spoke about homeless encampments in the City limits, how complaints are handled, the signs they are putting up when they clear an encampment, and costs for these cleanups. Councilmember Regan asked for this item and he would like to see the City fund a “director” position to be the point of contact and liaison between all of the non-profits regarding the homeless population.

Lieutenant Brad McGary with the Abilene Police Department, Jenny Goode with Betty Hardwick, and Courtney Horton with Abilene Hope Haven, all spoke on the issues they are seeing in their professions and the ideas they have on solving this issue. Council discussed the issue at length, and the consensus was to have with Ms. Goode and Ms. Horton help staff to draft a job description for this position, as well as to describe what the end goal of all of this would be, to be presented at a later meeting.

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

- Rosten Callerman
- Cynthia Pearson

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

This item was only for discussion. No votes or action were taken.

EXECUTIVE SESSION

Mayor Hurt recessed into Executive Session at 12:18 p.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:

- 37.A.551.071 (Consultation with Attorney)
 - 1. City Manager Search Confidentiality
- 37.D.551.074 (Personnel Matters)
 - 1. Boards & Commissions

The Executive Session ended at 12:31 p.m. and reconvened to Open Session. Mayor Hurt reported no votes or action were taken in Executive Session.

REGULAR AGENDA

23. 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. 50-2025]

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>Landmarks Commission</i>	
Derek Hood [Alternate] [New]	November 2025
<i>Street Maintenance Advisory & Appeals Board</i>	
Joey Devora [Reappointment]	March 2027
Branson Hurt [Reappointment]	March 2027

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

Mayor Hurt had a conflict of interest on this item and abstained from voting on the item. A Conflict of Interest Affidavit was filled out before the meeting and filed with the City Secretary's office.

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

AYES (5): Mayor Pro-tem McAlister, and Councilmembers Price, Beard, Regan, and Yates

NAYS (0): None

ABSENT (1): Deputy Mayor Pro-tem Craver

ABSTAIN (1): Mayor Hurt

39. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Appointing Mindy Patterson as the City Manager
[ORAL RESOLUTION]

Mayor Hurt opened the public hearing. The following spoke on the item:

- Tammy Fogle

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

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

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

NAYS (0): None

ABSENT (1): Deputy Mayor Pro-tem Craver

After remarks from Council and Mr. Hanna, City Secretary Shawna Atkinson swore in Mindy Patterson as the City Manager.

ADJOURNMENT

There being no further business, the meeting adjourned at 12:39 p.m.

Shawna Atkinson
City Secretary

Weldon Hurt
Mayor

Minutes approved on: _____



**City Council
Agenda Memo**

City Council Meeting Date: 3/27/2025

TO: Robert Hanna, City Manager

FROM: Pamela Williams, Director

SUBJECT: 4. Resolution: Receive a Report, Hold a Discussion, and Take Action to Approve an Agreement with Empyrean Benefit Solutions to Provide an Online Benefits Administration Platform (*Pamela Williams*)

GENERAL INFORMATION

The City conducted a Request for Proposal for an Online Benefits Administration Platform (CB-2502) to partner with a third-party vendor for an Online Benefits Platform. We were looking for a qualified vendor with proven experience in delivering an online benefits platform that simplifies administration, enhances employee self-service, and integrates seamlessly with our Human Resources systems.

SPECIAL CONSIDERATIONS

The Human Resources department generated an RFP in October 2024. This notice was published on October 15, 2024, with a proposal deadline of November 15, 2024. Within that timeline, we received six responses to the RFP, which were evaluated by the Employee Benefits and Human Resources team.

FUNDING/FISCAL IMPACT

The Online Benefits Administration Platform will be funded using the Technology fund.

STAFF RECOMMENDATION

Staff recommends awarding the contract to Empyrean Benefit Solutions.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Empyrean Resolution
2. Empyrean Master Services Agreement and Statement of Work
3. Empyrean Predicted Cost Tool
4. Sample Benefit Election Summary - Empyrean
5. Online Benefits Platform Marketing Analysis
6. Empyrean-City Council Presentation

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS,
APPROVING AN AGREEMENT WITH EMPYREAN BENEFIT SOLUTIONS TO
PROVIDE AN ONLINE BENEFITS ADMINISTRATION PLATFORM.**

WHEREAS, the Human Resources Department went out for an RFP on 10/15/24 seeking proposals for an Online Benefits Administration Platform. They received six responses and reviewed for the best-fit candidate.

WHEREAS, it is the staff's recommendation that the City accepts the proposal from Empyrean Benefit Solutions to perform the services of the Online Benefits Administration Platform. Additionally, we request the City Manager's endorsement to execute the final contract.

WHEREAS, it is a three-year service agreement with no changes to base fees for services in the initial term with optional renewals. The cost for the first-year and implementation is estimated to not exceed \$260,637.00, with the final amount subject to variable factors, including the number of covered lives and the number of dependent verifications conducted. Subsequent years cost a projected \$211,437.00, which is variable and dependent on the number of covered lives and potential vendor/carrier changes during the initial contract terms. Payments are made on a monthly basis.

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 Empyrean Benefit Solutions as set-forth above.

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

ADOPTED this 27th day of March, 2025

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

EMPYREAN BENEFIT SOLUTIONS, INC. MASTER SERVICES AGREEMENT

Empyrean Benefit Solutions, Inc., a Delaware corporation with a principal place of business at 2103 CityWest Blvd, Suite 200, Houston, TX 77042 ("**Empyrean**"), and City of Abilene, Texas, a Texas corporation with a principal place of business at 555 Walnut Street, Abilene, TX 79601 ("**Client**"), hereby enter into this Master Services Agreement (the "**MSA**"), effective as of March 27, 2025 (the "**Effective Date**") and hereby incorporate the Statement of Work attached as Exhibit A (the "**SOW**"), the Combined Data Protection Addendum (the "**Data Addendum**") attached as Exhibit B, and any other exhibits, addendum or attachments to the foregoing. This MSA, the SOW, the Data Addendum and all other such exhibits, addendums and/or attachments are collectively referred to herein as "the **Agreement**". Empyrean and Client may be referred to herein as a "**Party**" and together as the "**Parties**".

WHEREAS Client is the plan sponsor and/or administrator of certain employee benefit plans/programs for its employees; and

WHEREAS Empyrean provides certain administrative, analytical and/or other professional services (the "**Professional Services**") and maintains and operates a proprietary, internet-based, eligibility and enrollment technology platform (the "**Platform**") that together permit Empyrean to assist client employers and plan sponsors in administering their health and welfare benefit plans (collectively, including the Platform and as described in the SOW, the "**Services**"); and

WHEREAS Client has decided to purchase the Services to assist Client in the administration of its benefit programs.

NOW THEREFORE, in exchange for valuable consideration, the Parties agree to the following terms:

1. SERVICES.

1.1. Provision of Services. Provided Client complies with the terms and conditions of this Agreement, Empyrean will make the Services available to Client during the Term (as defined herein) in accordance with the terms and conditions of this Agreement.

1.2. Access and Use. Subject to the terms and conditions of this Agreement, Empyrean hereby grants to Client a non-exclusive, non-sublicensable and non-transferable (except as permitted under Section 11.6) right to permit Client's Authorized Users to access and use the features and functions of the Platform (including all updates and modifications incorporated therein) and to display and use all documentation and materials describing the Services that are made available to Client and Authorized Users ("**Documentation**") during the Term solely as permitted by the functionality of the Platform. As used in this Agreement, an "**Authorized User**" means any individual who is an employee of Client or a beneficiary of such employee who participates in Client's benefits plans, any individual who is an employee of Client who performs administrative functions for Client, and any third party vendor of Client who requires access to the Platform to assist or advise Client in the administration of Client's benefits plans, in each case as authorized by Client.

1.3. Subcontractors. Subject to the additional terms of the Data Addendum, Empyrean may delegate its obligations under this Agreement to its affiliates and to third-party subcontractors to provide the Services. All such subcontractors shall be subject to obligations of confidentiality consistent with those set forth in Section 5 and, if applicable, to the requirements of the Data Addendum. Empyrean will remain responsible for the performance by its subcontractors of any obligations under this Agreement.

2. FEES

2.1. Fees. Client shall pay to Empyrean, without offset or deduction, the fees stated in the SOW (the "**Fees**") when due. Unless otherwise stated, Empyrean shall issue invoices to Client for the Services on a monthly basis. Client shall pay all Fees or provide written notice of any reasonable dispute regarding such Fees within thirty (30) calendar days after Client's receipt of the invoice. Any invoice dispute shall be resolved by the Parties no later than within 30 days after Empyrean receives such invoice dispute. Unpaid but undisputed Fees will accrue interest at the lesser of 1.5% per month or the legal maximum rate, until paid. All invoices shall be issued in paid in US Dollars.

2.2. Taxes. Client shall be solely responsible for the payment of any and all federal, state and local taxes applicable to the Service(s) or products provided under this Agreement, including, without limitation, any and all sales, use, excise, ad valorem, or value-added taxes, other than taxes based on Empyrean's income.

2.3. Suspension of Services and Termination for Failure to Pay Fees. If Client fails to pay all undisputed amounts by the applicable due date, in addition to any other rights or remedies it may have, Empyrean may suspend Client's and Client's Authorized Users access to and/or use of the Services until such Fees due under this section are paid in full and/or Empyrean may terminate this Agreement for material breach pursuant to Section 9.2. Client shall reimburse Empyrean for all costs of collection, including reasonable attorneys' fees, incurred by Empyrean as a result of its failure to make payments in accordance with this Agreement.

3. CONFIDENTIALITY

3.1. Definition of Confidential Information. During the Term, each Party will have access to information, data or knowledge concerning the other Party that is not otherwise publicly available, including, without limitation, a Party's Intellectual Property or any other information that may be disclosed that a person would reasonably expect should be kept confidential ("**Confidential Information**"). For purposes of this Agreement, Confidential Information does not include Personal Information (as defined in the Data Addendum), which is governed by the terms and conditions of the Data Addendum.

3.2. Confidentiality Obligations. Each Party agrees: (i) to use Confidential Information disclosed by the disclosing Party only for the purpose of performing its obligations and exercising its rights under this Agreement; (ii) not to reproduce Confidential Information the other Party discloses, and to hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (iii) to restrict access to the other Party's Confidential Information to its and its affiliates' personnel, agents, and/or consultants ("**Representatives**"), who have a need to have access and who have been advised of and have agreed in writing to treat such information according to this Agreement's terms.

3.3. Confidentiality Exceptions. Notwithstanding the foregoing, Confidential Information does not include information that (i) is publicly available or in the public domain when disclosed; (ii) is publicly available without the receiving Party's fault; (iii) is rightfully given to the receiving Party by persons without confidentiality obligations; (iv) the receiving Party already possesses free of any confidentiality obligations when disclosed; (v) the receiving Party independently develops; or (vi) the disclosing Party approved for unrestricted release. Parties may disclose Confidential Information to comply with court, governmental order, or law, provided disclosing Party agrees to notify the other Party as soon as is reasonably practicable to allow the other Party to attempt to obtain a protective order.

3.4. Return of Confidential Information. The receiving Party shall return or destroy all Confidential Information disclosed by the disclosing Party that is in the receiving Party's possession when this Agreement terminates or expires. Notwithstanding the foregoing, the Parties acknowledge that Confidential Information provided in electronic format (including but not limited to e-mail) may be copied by the Receiving Party as part of its normal back-up procedures and as such copies cannot be readily destroyed or returned to the Disclosing Party. Further, the receiving Party shall be permitted to retain one copy of the Confidential Information for the purpose of complying with any internal document retention policies and establishing compliance with any applicable laws or regulations. The obligations of the receiving Party under this Agreement with respect to any such electronically stored Confidential Information that is not destroyed or returned to the disclosing Party following a request under this Section 3.4 will continue for as long as such information continues to be Confidential Information. Except as provided in the previous sentence, each Party's obligations of confidentiality as the receiving Party with respect to the disclosing Party's Confidential Information shall survive termination or expiration of this Agreement for a period of five (5) years.

3.5. Exceptions. The entirety of this section 3, and of the Agreement, is subject to the requirements of the Texas Public Information Act and document retention laws applicable to a Texas municipality.

4. CLIENT RESPONSIBILITIES.

4.1. Plan Administration. Client shall be responsible for overseeing the operations and administration of the employee benefit plans for its employees as listed in the applicable SOW (individually, a "**Plan**" and collectively, the "**Plans**"). Client acknowledges and agrees that the Services to be performed by Emyrean are being performed on behalf of the Client as an employer and plan sponsor and/or plan administrator and that such Services are ministerial in nature. All Services are performed by Emyrean (or its subcontractors where applicable) within the framework of policies, interpretations, rules, practices and procedures made or established by Client and specified in one or more SOWs, requirements documents, processing documents, and/or other written documentation or directions that Client provides to Emyrean during the Term ("**Client Directions**"). Emyrean shall not have any discretionary authority with respect to the administration, management or operation of the Plans and will operate only in accordance with the Client Directions. Emyrean is not a "plan sponsor" "plan administrator" or fiduciary" within the meaning of the Employee Retirement Income Security Act of 1974, as amended, with respect to the Plans or Services. Emyrean also shall not have any control or authority with respect to any assets of any Plan, including the investment or disposition thereof.

4.2. Client Data. Client shall timely provide and shall cause each third-party service provider and each carrier that Client may engage or use, as applicable, to timely provide all such data that is necessary for Emyrean to properly perform the Services ("**Client Data**") in the form and format specified in the SOW or as otherwise reasonably requested by Emyrean. Client Data includes data relating to the Plans and Personal Information relating to Client's employees and their beneficiaries, whether provided by Client or by such employees and beneficiaries. Client assumes full responsibility for the Client Data, including, but not limited to, the condition, content, format, usability and accuracy of the Client Data. Emyrean shall be excused from its performance obligations to the extent that Client fails to provide Client Data as required by this Section 4.2.

4.3. Client Reports. Emyrean will, from time to time, prepare certain summaries, reports, analyses, as provided in any SOW or Change Order and deliver such documents to Client

("Client Reports"). Client agrees to review such Client Reports within 30 days of receipt and notify Empyrean in writing of any errors or objections contained therein.

4.4. Passwords. Client shall be solely responsible for determining the individuals who will receive credentials to create accounts to access the Services, for ensuring that all passwords set by Authorized Users to access such accounts remain confidential and for all activities that occur in such accounts. Client shall notify Empyrean immediately if it learns or reasonably suspects that any Authorized User account or password has been compromised.

4.5. No Reverse Engineering. Client shall not, and shall ensure that no Authorized Users or other third party who receives access to the Platform or Services is permitted to, decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Services by any means whatsoever.

4.6. Restrictions on Use. Client shall use the Services, and shall ensure that Authorized Users use the Services only for lawful purposes and in compliance with this Agreement. Client shall not, and shall ensure that its Authorized Users do not, use the Platform or the Services to: (i) violate any applicable local, state, national or international statute, regulation, or law; (ii) impersonate or use the identity of another person; (iii) misuse the Services; (iv) disrupt, interfere with or attempt to disrupt or interfere with the Services or Empyrean's networks and systems, or disable or attempt to disable Empyrean's firewalls or security software; (v) attempt to gain access to the Services or its related systems or networks in a manner not set forth in the Documentation; (vi) disseminate any information or content, including by e-mail, that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or information or content that could otherwise be considered to be objectionable; (vii) introduce any "malware," such as, but not limited to, viruses, worms, and Trojan horses; (viii) modify or create derivative works of the Services; (ix) grant or permit access to the Services to any third party not authorized to receive such access; or (x) use, evaluate or view the Services for the purposes of designing or creating any product of services, in whole or in part, with features or functions similar to the features or functions of any of the Services.

4.7. Suspension of Services. Empyrean may suspend the Services if Empyrean reasonably suspects that Client or its Authorized Users are in breach of Section 4.5 or Section 4.6, that any password or account of Authorized Users has been compromised or that continued access to the Services may result in harm to Empyrean, Client, Authorized Users or any other third party. Empyrean shall use reasonable efforts to notify Client in advance of any such suspension and will limit the suspension in duration and scope to the extent Empyrean determines is reasonably appropriate. Any such suspension shall be without liability to Client or to any third party.

5. OWNERSHIP AND RIGHTS IN INTELLECTUAL PROPERTY

5.1. Empyrean Intellectual Property. Empyrean retains all right, title and interest in and to (i) the Services, including the Platform and Documentation; (ii) all templates, forms, formulas, tools, analytics and other materials, written and electronic, developed by or for Empyrean for use in the Services; (iii) all data used or generated in connection with or made available through the Services other than Client Data, (iv) all reports generated by the Services other than Client Reports; (v) the registered and unregistered trademarks and service marks of Empyrean; (vi) Confidential Information disclosed by or on behalf of Empyrean; (vii) any improvements, modifications, enhancements or derivative works to the foregoing; and (viii) all intellectual property rights in the foregoing (collectively, "**Empyrean Intellectual Property**"). All rights in Empyrean Intellectual Property not expressly granted hereunder are reserved to Empyrean.

5.2. Client Intellectual Property. Client retains all right, title and interest in and to (i) Client Data; (ii) Client Reports; (iii) the registered and unregistered trademarks and service marks supplied by Client to Empyrean for display in the Platform and in connection with the Services; (iv) Confidential Information disclosed by or on behalf of Client; and (v) all intellectual property rights in the foregoing (collectively, "**Client Intellectual Property**"). All rights in Client Intellectual Property not expressly granted hereunder are reserved to Client.

5.3. Feedback. Any feedback provided by Client or Authorized Users with respect to the Services ("**Feedback**") is voluntary and without any consideration owing to Empyrean. Client hereby assigns to Empyrean all of Client's right, title and interest in and to the Feedback for all purposes.

6. REPRESENTATIONS AND WARRANTIES.

6.1. Mutual Representations. Each Party represents and warrants that (i) it is duly organized, validly existing, and in good standing under the applicable laws of its jurisdiction of incorporation or organization; (ii) the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (iii) this Agreement, when executed and delivered, constitutes a valid and binding obligation, and will be enforceable against such Party in accordance with its terms.

6.2. Service Levels. Empyrean warrants the Services will materially conform to the Service Level Performance Standards as set forth in the SOW. Client agrees that its sole and exclusive remedy for Empyrean's breach of the foregoing warranty are the Service Level Performance Standards Credits against Fees as set forth in the SOW.

6.3. Workmanlike Manner. Empyrean warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards for personnel with the skills and training appropriate for the assigned tasks. Client's sole and exclusive remedy for any breach of the foregoing warranty, including errors by Empyrean in the performance of the Services, is the re-performance of the non-conforming Service.

6.4. Client Representations. Client represents and warrants that it owns and is lawfully authorized to provide to Empyrean, and that Empyrean may lawfully use, all Client Data for the purposes of providing Services under this Agreement.

6.5. No Express or Implied Warranties. Except as expressly set forth in this Section 6, Empyrean disclaims all warranties, express or implied, in fact or by operation of law or otherwise, with respect to this Agreement and/or the Services provided hereunder, including but not limited to any implied warranties of merchantability, fitness for a particular purpose or non-infringement of the intellectual property rights of third parties. Empyrean does not warrant that the Services will be uninterrupted or error-free.

7. INDEMNIFICATION.

7.1. Indemnification by Empyrean. Subject to Section 7.2 and Section 7.4, Empyrean, at its own expense, shall defend, indemnify and hold Client, its affiliates and their respective employees, agents and representatives harmless from and against any cost or expense (including reasonable attorneys' fees and costs) incurred by a Client indemnitee as a result of any claim or demand by a third party ("**Client Indemnification Claim**") to the extent arising from:

(a) Failure by Empyrean to cure a material breach of any term or provision in this Agreement;

(b) Empyrean's violation of any applicable law;

(c) Any Breach (as defined in the Data Addendum) involving Personal Information of Client that is caused by Empyrean's failure to comply with the terms and conditions of the Data Addendum;

(d) Empyrean's fraud, misrepresentation, gross negligence or willful misconduct; and

(e) An allegation that the Services infringe, misappropriate or violate the intellectual property rights of the third party making the claim or demand (a **Client Infringement Claim**).

7.2. Indemnification by Client. To the fullest extent allowed by Texas laws, and Subject to Section 7.4, Client, at its own expense, shall defend, indemnify and hold Empyrean and its affiliates and their respective employees, agents and representatives harmless from and against any cost or expense (including reasonable attorneys' fees and costs) incurred by an Empyrean indemnitee as a result of any claim or demand by a third party ("**Empyrean Indemnification Claim**") to the extent arising from:

(a) Failure by Client to cure a material breach of any term or provision in this Agreement;

(b) Client's violation of any applicable law;

(c) Empyrean's use of Client Data and/or Confidential Information in compliance with the terms of this Agreement;

(d) Empyrean's use of Client Directions and any performance of the Services in accordance with Client Directions;

(e) Client's fraud, misrepresentation, gross negligence or willful misconduct; and

(f) An allegation that materials and/or Client Confidential Information furnished to Empyrean infringe, misappropriate, or violate the intellectual property rights of the third party making the claim or demand (an "**Empyrean Infringement Claim**").

7.3. Infringement Claim Remedy. If a Client Infringement Claim or an Empyrean Infringement Claim (as applicable, an "**Infringement Claim**") is threatened against an Empyrean indemnitee or a Client indemnitee or appears reasonably likely to occur, then, in addition to the Party's respective obligations under Section 7.1 and Section 7.2 (as applicable), the indemnifying Party shall modify or replace the infringing materials and/or services with a non-infringing service or procure the right of for the indemnified Party to continue its utilization of the materials and/or services. In the event that the foregoing remedy is not possible after reasonable efforts and removal of the infringing material is not reasonable, either Party may terminate the Agreement. **The Parties' respective obligations under Section 7.1, Section 7.2 and this Section 7.3 state each Party's sole and exclusive liability and the other Party's sole and exclusive remedy for any Infringement Claim.**

7.4. Cooperation. In the event of any occurrence which may constitute a Client Indemnification Claim or an Empyrean Indemnification Claim (as applicable, an "**Indemnification Claim**"), the party seeking indemnification (the "**Indemnified Party**") shall:

(i) promptly notify the Party obligated to provide indemnification (the "**Indemnifying Party**") in writing of any occurrence with respect to which indemnification is sought, provided that any delay shall only relieve the Indemnifying Party of its obligations hereunder to the extent that the

defense of such Indemnification Claim is materially prejudiced by such delay; (ii) cooperate with the Indemnifying Party in the defense of any Indemnification Claim with respect to which indemnification is sought; (iii) tender to the Indemnifying Party the right to assume and control the defense of any Indemnification Claim with respect to which indemnification is being sought, provided that the Indemnifying Party may not settle a Indemnification Claim unless it unconditionally releases the Indemnified Parties of all liability; and (iv) not to cause or contribute to any occurrence, nor to take any action, or fail to take any action, which causes, contributes to or increases the Indemnifying Party's liability hereunder. The Indemnified Party shall have the right to be represented by its own counsel at its own cost in any Indemnification Claim controlled by the Indemnifying Party.

8. LIMITATIONS OF LIABILITY.

8.1. Exclusion of Certain Damages. Neither Party shall be liable for third party fines or penalties except to the extent caused by a breach of the Data Addendum, and neither Party shall be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, excise taxes, loss of use, data, business, revenue or profits, or for the cost of procuring substitute products or services, arising out of or in connection with this Agreement, (including, without limitation, any service or work product rendered hereunder or the non-performance or breach of this Agreement), regardless of the form of action, including without limitation breach of warranty, breach of contract, tort (including negligence), strict liability or statutory liability, and whether or not the Party has been informed of or might otherwise have anticipated the possibility of such damages.

8.2. Base Cap on Damages. EXCEPT WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 AND A PARTY'S BREACH OF THE DATA ADDENDUM, IN NO EVENT WILL THE AGGREGATE LIABILITY FOR EITHER PARTY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS OR REPRESENTATIVES FOR ANY LOSSES, DAMAGES, AND/OR CLAIMS ARISING UNDER THIS AGREEMENT EXCEED TWO (2) TIMES THE FEES PAID BY CLIENT FOR THE APPLICABLE SERVICE IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

8.3. Elevated Cap on Damages. NOTWITHSTANDING SECTION 8.2, IN NO EVENT WILL THE AGGREGATE LIABILITY FOR EITHER PARTY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS OR REPRESENTATIVES FOR ALL LOSSES, DAMAGES, AND/OR CLAIMS ARISING UNDER THIS AGREEMENT, INCLUDING WITH RESPECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 AND A PARTY'S BREACH OF THE DATA ADDENDUM, EXCEED FIVE (5) TIMES THE FEES PAID BY CLIENT FOR THE APPLICABLE SERVICE IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

9. TERM AND TERMINATION.

9.1. Term. This Agreement shall be effective on the Effective Date. The implementation period shall include the availability of the on-line enrollment tool for Client HR staff only on or about 9/1/2025, with a Go-Live date of 9/7/2025. The Agreement shall continue in effect until 8/31/2028 (the "**Initial Term**"). Upon conclusion of the Initial Term, the Parties may mutually agree to extend the term of the Agreement for one or more fixed periods of time by entering into a written addendum that references this Agreement and that is signed by the Parties (each, a "**Renewal Term**" and, together with the Initial Term, the "**Term**"). There shall be no changes to base Fees for Services as set forth in the SOW during the Initial Term. For purposes of

clarity, monthly costs may change based on headcount or the election of variable Services. For each Renewal Term, the parties shall work in good faith to determine appropriate pricing for such renewal period based on market fluctuations, Service improvements, generally available reduced pricing offered to similarly-situated clients, and the scope of Services to be provided in such renewal period.

9.2. Termination for Breach. Either Party may terminate this Agreement if the other Party materially breaches this Agreement, subject to the additional terms of this Section 9.2. The terminating Party must notify the breaching Party in writing, identifying the breach(es), and the breaching Party shall be given the opportunity cure such breach(es) within thirty (30) days after delivery of the written notice (or within such longer period as may be agreed to by the Parties). If the breaching Party fails to cure the identified breach(es) within the cure period to the reasonable satisfaction of the non-breaching Party, this Agreement will terminate at the end of the cure period without further action by the Parties.

9.3. Termination Upon Bankruptcy or Insolvency. Either Party may terminate this Agreement immediately upon written notice to the other Party, if (i) the other Party is insolvent or unable to pay its debts when due; (ii) the other Party files a bankruptcy or similar petition, or, if filed against, the petition is not removed within ninety (90) days; or (iii) the other Party's business discontinues; a receiver is appointed, or an assignment made.

9.4. Termination for Convenience. Provided Client is not in default under this Agreement, beginning no less than 12 months from the Go-Live Date, should Client fail to receive the necessary appropriations to further fund this Agreement, Client may terminate this Agreement by providing at least ninety (90) days prior written notice to Empyrean and paying to Empyrean thirty-five percent (35%) of the Monthly Average Payment (as defined below) for each calendar month remaining in the then-current Term.

"Monthly Average Payment" means the total amount of fees for all services paid or payable by Client under this Agreement from the Effective Date through the end of the whole calendar month immediately preceding the date of the early termination, divided by the number of whole calendar months from the Effective Date to the date of the early termination.

This payment is not a penalty but reflects the payment due by Client for Implementation Services rendered and such costs and fees deferred over the Initial Term.

10. DISPUTE RESOLUTION.

10.1. Informal Dispute Resolution; Mediation. The Parties will make initial, informal efforts in good faith to resolve any claim or controversy arising out of or relating to this Agreement or an alleged breach thereof (a "**dispute**") in accordance with this Section 10.1. Promptly after written notice of any dispute by a Party (but in any event within fifteen (15) days after delivery of such written notice), an executive or officer of each Party with authority to resolve the dispute will meet informally, and such designated individuals will negotiate in good faith to resolve the dispute. If the informal meeting fails to resolve the dispute on terms acceptable to both Parties within thirty (30) days after the initial meeting (or such longer period as may be agreed upon by the Parties) or if no informal meeting occurs within forty five (45) days after delivery of the written notice of the dispute, the dispute shall be submitted to non-binding mediation upon written notice given by either Party to the other Party. The mediation process will be administered by the American Arbitration Association (the "**AAA**") under the AAA's then-current Mediation Procedures. If the Parties cannot agree on a mediator, a mediator will be designated by the AAA at the request of a Party. The mediation shall be conducted in Houston, Texas. The mediation will be treated as a settlement discussion and therefore will be

confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

10.2. Arbitration. If the mediation does not result in a settlement within thirty (30) days after service of the request for mediation upon all of the parties to the dispute, the dispute shall be settled by binding arbitration administered by the AAA in accordance with its Commercial Arbitration Rules (the “**AAA Rules**”), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Houston, Texas, and the number of arbitrators shall be one (1). Subject to Empyrean's rights under Section 2.3, each Party shall bear its own costs and expenses of the arbitration and one-half (1/2) of the fees and costs for the arbitrator, unless the arbitrator determines the fees and costs should be borne in whole or in part by one of the Parties. The arbitrator may not award or assess punitive damages against either Party.

10.3. Limitation on Actions. Any action related to a dispute under this Agreement must be commenced in accordance with Section 10.1 within one (1) year of the date of the breach or the date the breach reasonably should have been discovered, whichever is later. Any action against a Party arising under this Agreement not brought within such one (1) year time period will be barred without regard to any other limitations period set forth by law or statute.

11. MISCELLANEOUS.

11.1. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law principles. Any action regarding the arbitrability of any dispute shall be brought exclusively in the federal and state courts located in Harris County, Texas, and each Party hereby (i) waives any claim that such courts are an inconvenient forum and (ii) consents to the personal jurisdiction of such courts.

11.2. Notices. Whenever written notice is required or permitted to be given under the terms of this Agreement, such notice shall be deemed to have been delivered upon receipt if delivered personally, by confirmed e-mail or facsimile, by overnight mail via the United States Postal Service or a commercial courier service with confirmed delivery, or by certified mail (return receipt requested) addressed to the Party to whom it is to be given at the address set forth below:

Empyrean Benefit Solutions, Inc.
2103 CityWest Blvd, Suite 200
Houston, Texas 77042
ATTN: Compliance & Contracts
dL-Contracts@goempyrean.com

City of Abilene
555 Walnut Street
Abilene, Texas 79601
ATTN: Pamela Williams
pamela.williams@abilenetx.gov

11.3. Force Majeure. Except for Client's obligation to pay Fees due for Services rendered, either Party shall be excused from performance under this Agreement and the time for the performance will be extended for the period of delay or inability to perform resulting from causes beyond such Party's reasonable control, including but not limited to: Acts of God, acts of nature, man-made disasters, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, pandemic, destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial electrical failures, any full or partial failures of communications or computer networks (including successful attacks on the Internet infrastructure) and any other full or partial failure of utilities, power,

internet services, cellular services or other communications services (a "**Force Majeure Event**"). Both Parties shall use reasonable efforts to minimize the consequences of any Force Majeure Event.

11.4. Severability. In the event any provision or part of this Agreement is held to be unenforceable, the remainder of this Agreement shall continue in effect.

11.5. Relationship of the Parties. The Parties acknowledge that Empyrean is an independent contractor, and that the Parties are not joint venturers, partners, or employees of each other by virtue of this Agreement. Neither Party is an agent of the other or has control over the manner or method by which the other meets its obligations under this Agreement.

11.6. Assignment. Neither Party may assign this Agreement or any rights hereunder without the prior written approval of the other Party, which approval will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign this Agreement (a) to any subsidiary or affiliate under such Party's control or (b) to a successor in interest of the Party as part of the sale of all or substantially all of the Party's assets, pursuant to any merger or consolidation or in connection with the sale of all or substantially all of the Party's equity interests, without the other Party's consent, provided that such assigning Party shall provide notice to the other Party within thirty (30) days of such assignment and the assignee agrees to execute any such amendments or other documents necessary to acknowledge such assignment and its obligations under this Agreement. To the extent that there are successors or assigns permitted under this Section 11.6, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

11.7. Order of Precedence. Except as otherwise specifically set forth in an exhibit, addendum, or attachment to this MSA and made a part of this Agreement, the terms of this MSA shall take govern and control over any conflicting term contained in such exhibit, amendment, or attachment thereto.

11.8. Amendments. To be effective, any amendments to this Agreement must be in writing and signed by an authorized representative of the Parties.

11.9. Headings. The headings of this Agreement are solely for the convenience of the parties and do not affect the meaning or interpretation of any provision of this Agreement.

11.10. Survival. The provisions of Sections 3, 5-8, 10 and 11 shall survive the expiration or termination of this Agreement.

11.11. No Third-Party Beneficiaries. Except as provided in Section 7, the Parties agree that this Agreement is for the benefit of the Parties hereto only and is not intended to confer any legal rights or benefits on any third party, and that there are no third party beneficiaries to this Agreement or any part or specific provision of this Agreement.

11.12. Entire Agreement. This Agreement constitutes the entire understanding and complete agreement between the Parties with respect to the subject matter hereof and supersedes in all respects, all prior proposals, negotiations, conversations, discussions and agreements between the Parties concerning the subject matter hereof.

11.13. Execution. This Agreement may be executed in multiple counterparts, and each signed copy, including those generated via e-signature platform shall be deemed an original, but all signed copies together shall be deemed one and the same instrument.

<<SIGNATURE PAGE TO FOLLOW>>

IN WITNESS WHEREOF, the Parties have executed and agreed to the terms and conditions set forth in this Agreement, and the terms and conditions set forth in all related documents, including but not limited to, the SOW and the Data Addendum, by their authorized representatives as of the Effective Date.

Empyrean Benefit Solutions, Inc.

City of Abilene, Texas:

By:  _____
Name: Keith Wilson
Title: Chief Client Officer
Date: 3/19/2025

By: _____
Name: _____
Title: _____
Date: _____

**EXHIBIT A
STATEMENT OF WORK**

EXHIBIT B COMBINED DATA PROTECTION ADDENDUM

THIS COMBINED DATA PROTECTION ADDENDUM ("Addendum") is an integral part of the foregoing Empyrean Benefit Solutions, Inc. Master Services Agreement between Client and Empyrean.

WHEREAS Processing Personal Information in a secure, fair, legally compliant, and transparent way is important to the Parties;

WHEREAS the Parties understand that Client is required to comply with Data Protection Laws that apply to Personal Information, including Protected Health Information, and to ensure that its Service Providers, including Empyrean, also comply with these laws;

WHEREAS the data that Provider will Process for Client under the Agreement will include Personal Information; and

WHEREAS the Services will require Empyrean to Process Personal Health Information as a Business Associate to Client in accordance with HIPAA;

WHEREAS the Parties intend for this Addendum to serve as their Business Associate Agreement for purposes of compliance with HIPAA;

NOW THEREFORE, this Addendum sets out the additional terms, requirements, and conditions on which the Provider will Process Personal Information when providing Services under the Agreement;

1. Definitions and Interpretation.

1.1. Definitions: In this Addendum, the below terms shall have the meanings set forth below. Any other capitalized terms shall have the meanings set forth in the Agreement.

- (a) **"Agreement"** means the Empyrean Benefit Solutions, Inc. Master Services Agreement to which this Addendum is attached, including the Statement of Work, this Addendum and any other exhibits, addenda or attachments.
- (b) **"Business Associate"** has the meaning set forth in 45 C.F.R. § 160.103.
- (c) **"Business"** or **"Controller"** refers to Client as the Party that determines the purposes and means of Processing of Personal Information.
- (d) **"Business Purpose"** has the meaning given in Section 4.3 of this Addendum.
- (e) **"California Consumer Privacy Act"** or **"CCPA"** means Title 1.81.5 California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100–1798.199), as amended by the "California Privacy Rights Act" or "CPRA" along with its implementing regulations.
- (f) **"Client PHI"** means Personal Information that is Protected Health Information.
- (g) **"Covered Entity"** has the meaning set forth in 45 C.F.R. § 160.103.

- (h) **"Data Security Incident"** means any breach of security that impairs the ability to deliver the Services to Client, or the unauthorized Processing of Personal Information or other Client Data in Empyrean's possession, custody or control. "Data Security Incidents" shall not include unsuccessful attempts or activities that do not compromise (a) the security of Personal Information or Client Data or (b) Empyrean's ability to deliver the Services to Client.
- (i) **"Data Protection Laws"** means state, or federal laws, statutes, regulations, rules, executive orders, directives, or other official guidance relating to data protection, privacy, data security, electronic communications, or Data Incidents that are applicable to a Party or Personal Information Processed under the Agreement. For clarity, the term Data Protection Laws includes HIPAA, as defined below.
- (j) **"Designated Record Set"** has the meaning set forth at 45 C.F.R. § 164.501.
- (k) **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder and the HITECH Act, Subtitle D of the American Recovery and Reinvestment Act of 2009 along with any regulations promulgated thereunder.
- (l) **"Personal Information"** means information that Empyrean Processes on behalf of Client and that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual. For clarity, the term "Personal Information" includes Protected Health Information that Empyrean Processes on behalf of Client, as defined below.
- (m) **"Process"** and **"Processing"** refer to any operation or set of operations performed on Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, use, disclosure, transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- (n) **"Processor"** refers to a party that Processes Personal Information on behalf of a Controller.
- (o) **"Protected Health Information"** or **"PHI"** has the meaning set forth in 45 C.F.R. § 160.103.
- (p) **"Service Provider"** has the meaning set forth in Cal. Civ. Code § 1798.140(ag).

2. Relationship with the Agreement.

- 2.1.** This Addendum supersedes any conflicting or inconsistent provisions in the Agreement related to data privacy and protection or compliance with Data Protection Laws, and in the event of ambiguity, this Addendum shall prevail. The Agreement, as amended and modified by this Addendum, otherwise remains in full force and effect.
- 2.2.** Any claims brought under or in connection with this Addendum shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.
- 2.3.** Only Parties to this Addendum, its successors, and permitted assignees shall have any right to enforce its terms.

2.4. This Addendum shall be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless otherwise required by Data Protection Laws.

2.5. Both Parties agree that this Addendum shall be interpreted in favor of their intent to comply with Data Protection Laws and, therefore, any ambiguity shall be resolved in favor of a meaning consistent with Data Protection Laws.

3. Scope of this Addendum. This Addendum applies only to the extent that Empyrean Processes Personal Information subject to Data Protection Laws on behalf of Client in the course of providing the Services pursuant to the Agreement.

4. Data Protection.

4.1. Roles and Responsibilities. With respect to the CCPA, Client has engaged Empyrean to perform the Services as detailed in the Agreement, under which Empyrean collects and Processes Personal Information for the Business Purpose. With respect to HIPAA, Empyrean is a Business Associate of Client. With respect to other Data Protection Laws, Client shall be considered a Controller that has engaged Empyrean as a Processor to perform the Services described in the Agreement. Empyrean is responsible for its compliance with its obligations under this Addendum and for compliance with its obligations as a Service Provider under the CCPA, as a Business Associate under HIPAA, and as a Processor under other Data Protection Laws. Empyrean shall also comply with any other contract requirements for Service Providers and Contractors set forth in CCPA's implementing regulations at 11 Cal. Code Regs. §§ 7050-7051 as if such requirements were set forth herein. In the event of any conflict between such implementing regulations and the express terms of this Addendum, the terms of this Addendum shall prevail. Client shall remain responsible for compliance with its own obligations as a Business under the CCPA, as a Covered Entity or Business Associate, as the case may be, under HIPAA, and as a Controller under Data Protection Laws.

4.2. Personnel. Empyrean shall ensure that each person it allows to Process Personal Information is under a duty of confidentiality with respect to the Personal Information.

4.3. Business Purpose. Empyrean shall only collect and Process Personal Information (a) upon lawful documented instructions from Client, as provided for under the Agreement, which shall include, but not be limited to Appendix 1 as well as any addenda, requirements documents, change orders, emails, or other documentation and/or as otherwise necessary to provide the Services or carry out its responsibilities under the Agreement (the "**Business Purpose**") or (b) as otherwise required or permitted by law. Empyrean shall not Process Personal Information for any other purposes. Empyrean shall not be liable for Processing of Personal Information in a manner instructed by Client as long as such Processing would not violate Data Protection Laws if done by Client. With regard to Client PHI, Empyrean may also Process such PHI to provide Data Aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B) and to report violations of law to appropriate Federal and State authorities in accordance with 45 C.F.R. § 164.502(j)(1).

4.4. Empyrean Certification. Empyrean certifies that it shall not: (a) Process the Personal Information for any purpose other than for the Business Purpose; (b) sell or share the Personal Information for behavioral advertising purposes; (c) Process the Personal Information outside of the direct business relationship between Empyrean and Client; (d) combine the Personal Information in contradiction of the requirements set forth in Cal. Civ. Code

§ 1798.140(ag)(1)(D). Empyrean shall promptly notify Client of any changes that may adversely impact its performance under the Agreement or this Addendum, as well as any situation in which Empyrean can no longer meet its obligations under this Addendum or Data Protection Laws.

4.5. Assistance to Client. Empyrean will, upon Client's request and instructions, and at Client's sole expense, reasonably assist Client in meeting Client's obligations to individuals who exercise rights relating to Personal Information pertaining to them under Data Protection Laws. Empyrean will notify Client promptly if it receives an individual's request relating to Client's Personal Information and will not respond to such request except upon direction or instruction from Client. Empyrean shall also provide, at Client's expense, such information as may be necessary to enable Client to conduct data protection assessments required under Data Protection Laws or to enable Client to demonstrate its compliance with Data Protection Laws. Such information shall include the report of an independent external auditor that shall perform an audit, to be conducted under generally accepted auditing procedures, of Empyrean's information security no less than once annually. Empyrean will, at Client's expense, allow and cooperate with reasonable assessments of Empyrean's policies, procedures, and safeguards for complying with this Addendum and Data Protection Laws. Empyrean shall also facilitate, at Client's expense, Client's on-site audit of its premises and personnel relating to any issue with Empyrean's compliance with Data Protection Laws that cannot be reasonably addressed otherwise. In connection with any such audit, Empyrean may reasonably limit the access provided to maintain the confidentiality of data of Empyrean's other clients. If Empyrean's costs to respond to Client's requests for assistance under this paragraph do not exceed ten hours of labor time in any twelve-month period, Empyrean shall waive the right to seek reimbursement for such expenses.

4.6. Subcontracting. Empyrean may use subcontractor(s) to provide the Services under the Agreement pursuant to a written agreement that complies with Data Protection Laws and that ensures that the subcontractors comply with the applicable requirements of this Addendum. In addition, Empyrean will ensure that any subcontractor it uses qualifies as a Service Provider or contractor under the CCPA, a Business Associate under HIPAA, and as a Processor under other Data Protection Laws. Empyrean will not disclose Personal Information to subcontractors if such disclosure would constitute a sale as defined under Data Protection Laws. Empyrean remains fully liable to Client for each subcontractor's performance of its obligations pursuant to this Addendum. Before engaging a subcontractor, Empyrean will provide Client with notice and an opportunity to object to such engagement.

4.7. Aggregation. If Data Protection Laws permit, Empyrean may aggregate, de-identify, or anonymize Personal Information so that it no longer meets the definitions of Personal Information (or PHI) and may use such aggregated, de-identified, or anonymized data for its own research and development purposes to improve its Services as provided under the Agreement. Empyrean will not attempt to or actually re-identify any previously aggregated, de-identified, or anonymized data and will contractually prohibit downstream recipients (if any) from attempting to or actually re-identifying such data.

4.8. Minimum Disclosures. To the extent Empyrean discloses Personal Information to third parties for a purpose permitted under Section 4.3, the Personal Information disclosed shall be the minimum necessary to achieve such purpose.

5. Personal Information Breach.

- 5.1. In the event of a use or disclosure of Personal Information in a manner inconsistent with this Addendum (a "**Breach**"), Empyrean will notify Client no later than 10 business days after learning of the Breach. Empyrean will provide as much information known at the time, including a description of the categories and approximate number of data subjects affected, as well as the categories and approximate number of records affected by the Breach.
- 5.2. Empyrean will assist and cooperate in the furtherance of any correction, remediation, or investigation of any Breach and/or the mitigation of any damage in accordance with the terms of this Agreement. If the Breach is due solely to the actions of Empyrean, and Data Protection Laws require notice of the Breach to be provided to affected individuals or others, Empyrean will, if requested by Client, reimburse Client for the reasonable costs of such notifications.
- 5.3. In the event of a Breach caused by Empyrean involving Client PHI, if requested by Client, Empyrean shall, at its own cost, notify the individuals whose PHI was involved in the Breach within sixty (60) days of discovery (or such earlier date, as agreed upon by the Parties), in accordance with HIPAA, provided that Client shall approve the content, timing, method and all other aspects of any such notification. Notwithstanding, Empyrean reserves the right to charge reasonable, cost-based fees to Client for mitigation and notification related costs should a Breach be due to the actions or omissions of Client, Plan, or another entity associated with Client.
- 5.4. In the event of a Breach caused by Empyrean involving Client PHI, if requested by Client, Empyrean shall mitigate, to the extent practicable, any harmful effect that is known to Empyrean resulting from any use or disclosure of Client PHI by Empyrean in violation of the requirements of this Addendum or HIPAA.

6. **Security.** Empyrean shall implement and maintain reasonable administrative, technical, and physical security safeguards appropriate to the nature of the Personal Information it Processes that shall be designed to protect against any unauthorized Processing or a Data Security Incident. Such safeguards shall be materially consistent with a generally accepted information security framework, such as ISO 27001, the NIST Cybersecurity Framework, the CIS Controls, or the AICPA's Security Trust Services Criteria as used in SOC 2 examinations. With regard to all Protected Health Information, Empyrean shall ensure that the applicable administrative, physical, and technical safeguards comply with HIPAA, including HIPAA's Security Rule as set forth at 45 C.F.R. § 164.302 et seq.

7. HIPAA Specific Obligations.

- 7.1. **Empyrean's Obligations.** Empyrean shall (a) provide access to Client PHI maintained in a Designated Record Set at the request of Client, or as directed by Client, to an individual or individual's delegate as provided to Empyrean by Client as necessary for Client to satisfy its obligation under 45 C.F.R. § 164.524; (b) make amendments to Client PHI maintained in a Designated Record Set as directed by Client as necessary for Client to satisfy its obligations under 45 C.F.R. § 164.526; (c) document and make available disclosures of Client PHI and information relating to the disclosures of Client PHI as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528; and (d) subject to attorney-client or other legal privileges applicable, make

Empyrean's internal practices, books and records relating to the use and disclosure of Client PHI available to the Secretary of the United States Department of Health and Human Services for purposes of determining Client's compliance with HIPAA.

7.2. Client Obligations. Client agrees that it shall: (a) notify Empyrean of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Empyrean's use or disclosure of Client PHI; (b) not request that Empyrean use or disclose Client PHI in any manner that would not be permissible under applicable laws; (c) notify Empyrean of any changes in, or revocation of, permission by an individual to use or disclose Client PHI to the extent that such changes may affect Empyrean's use or disclosure of Client PHI; (d) notify Empyrean of any restriction to the use or disclosure of Client PHI that Client has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Empyrean's use or disclosure of Client PHI; (e) in the event that Client cannot or is unwilling to meet the security standards for electronic transmission as required under HIPAA and Empyrean's policies for encrypted transmissions, Client shall hold Empyrean harmless and without liability for any Data Security Incident or Breach that occurs due to Client's inability to meet these standards as long as Empyrean operated within Client's directions and this Addendum.

7.3. Material Breach. Client may terminate the Agreement in accordance with Section 9.2 thereof if Empyrean materially breaches this Addendum and fails to cure the breach in accordance with Section 9.2.

8. Termination. Empyrean shall retain the Personal Information for a legal compliance retention period of ten (10) years after the termination of the Agreement. During the retention period, this Addendum shall continue to apply, and Empyrean shall Process the Personal Information only for the purpose of legal compliance and to protect the Personal Data as set forth in this Addendum. After the legal compliance retention period ends, Empyrean will, at Client's option, delete or return all Personal Information to Client. If such destruction or return is not feasible as to all or some Personal Information (as may be the case with encrypted, archived data files), Empyrean shall extend the protection of this Addendum to such Personal Information until it is destroyed or returned and limit further uses and disclosures to those purposes that make the destruction or return of such Personal Information infeasible or as required by law. At Client's request, Empyrean will certify in writing its compliance with this section.

Appendix 1: Details of Processing

Specific Business Purposes for Processing: Consistent with Section 4.3, above, Personal Information is Processed to enable Client's personnel to enroll in health and welfare related benefits as well as to provide support services in aid of personnel engaged in benefits enrollment. Personal Information is also Processed for quality assurance and system administration purposes. Personal Information shall not be sold.

Types of Personal Information subject to Processing: Name and contact information, eligibility information, employer affiliation, location, dates of employment, employment status, salary, payroll information such as cost of benefits/deductions taken, social security number, age/date of birth, dates of coverage, email address, information system credential information, contents of correspondence, inquiries, and other messages, usage data, system administration data, and other data as Client may provide to Empyrean to perform the contracted Services.

Duration of Processing: Until termination, according to Section 8 of this Addendum.

SUPPLEMENT TO AGREEMENT BETWEEN THE CITY OF ABILENE, TEXAS AND
Empyrean Benefit Solutions, Inc. (“Company”)

- (1) **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.
- (2) **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.
- (3) **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.
- (4) **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 company is not subject to a provision above, the signatory executing this Agreement on behalf of the company verifies that the company: (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.

Empyrean Benefit Solution, Inc.

(printed name of company)

DocuSigned by:



Richard L. Wolfe

(signature and printed name of signatory)

2/14/2025

(date of signature)

Exhibit A

Statement of Work and Performance Guarantees

Benefits Administration Outsourcing Solution Implementation

This Statement of Work (SOW) more particularly describes the Services Empyrean is to provide to Client under the Agreement. In the event that Client wishes to change the scope or priority of the Services, the Parties may agree to such scope and/or cost changes via a separate document called a Change Order. No Change Order will be effective unless Client provides written instructions to begin the work associated with any such Change Order and Empyrean agrees in writing to begin such work, or both Parties execute a written amendment to the relevant SOW, as needed.

Empyrean will manage all aspects of requirements definition and system setup in support of an effective transition of services to Empyrean. The implementation will require Client resources to interact with the Empyrean team to effectively transition services to Empyrean, including meeting agreed upon implementation milestones. During the implementation, the following resources and services will be provided to Client:

■ Project Management

Client is assigned a Client team from day one of our relationship. A Client Service Manager will be assigned to Client to manage the day-to-day relationship and service delivery starting with the implementation and continuing through ongoing service delivery. An Implementation Manager will also be assigned to Client at the same time. The Implementation Manager is the subject matter expert for all requirements definition and build out of Empyrean's platform per the specifications of the Client for the benefit plans and the administration thereof as defined within the Requirements Document. Additional personnel will be assigned as well in support of ongoing delivery of services to Client.

■ Requirements Documents

Documents will be created and managed by Empyrean that define all client-specific requirements relating to the Services provided by Empyrean (collectively the “Requirements Documents”). Client must provide written sign-off on the accuracy of Requirements Documents. As changes are made to the Requirements Documents, additional Client sign-offs will be required. Changes made after the initial Client sign-off may require additional fees and/or result in delayed deliverables and/or timelines.

■ Testing

Empyrean will test the system upon completion of setup, prior to Client Acceptance Testing, to ensure expected functionality. Client will be required to participate in Client Acceptance Testing and to sign-off on test results to ensure that the setup was done correctly and accurately reflects the requirements as captured within the Requirements Documents. All testing will take place in a test environment and will occur prior to the system provisions being migrated to the production environment.

Client Responsibilities

Client will share in the responsibilities and workflows with Empyrean in the following areas:

- Provide indicative data to Empyrean in a timely manner in a mutually agreeable format and free of errors;
- Process payroll deductions based on data provided by Empyrean;
- Assist and support Empyrean with Client’s carrier/third party relationships;
- Perform acceptance testing of the system prior to live date, including review of participant self-service site and related materials;
- Support service center training, including annual Client culture training; and
- Provide sign-off on Requirements Documents, Change Orders, Testing and other deliverables in a timely manner.

Benefits Administration Fees

The fees for the Services are as follows and are valid as of the Agreement Effective Date:

Implementation Fees	Volume	Fee
Implementation Fee <i>Billed in full at project kickoff.</i>	N/A	\$35,000
Benefits Administration Fees ¹	Volume	Fee
Fees Per Eligible Participant Per Month (PEPM) Includes all benefits-eligible participants, including active employees, retirees, direct billed, COBRA participants once elected in COBRA, etc.	1,330	\$5.75
	1,530	\$5.65 PEPM will reduce to \$5.65 when the population reaches 1,530
Call Center Services (PEPM) <i>The annual call volume is capped at the number of benefit eligible participants. Calls over this threshold will be reviewed and subject to fees as agreed to by both Parties.</i>	1,330	\$1.25

¹ Ongoing fees for all services are billed monthly with payment terms as provided for under the Agreement. Fees for all services will begin on the earlier of the first month in which Empyrean receives a production conversion file or services begin.

1094/1095 Reporting and State Individual Mandate Reporting - Full Service (Option 3), including online forms access - State Mandate Reporting – in all states where required (optional) All annual fees are billed in September each year. Print/fulfillment, postage, and tax are pass through costs. <i>*Per form fee is billed annually in September (pre-filing) based on estimated forms volume and trued up in February or March based on actual forms volume.</i> See Caveats and Assumptions – ACA Administration.	Estimated # of Forms: <u> 1,500 </u> # of FEINs: <u> 1 </u>	Option: <u> 3 </u> Annual Per Form Fee: \$ <u>10.00</u> * Exchange Appeal (Per case): \$250 State Individual Mandate Reporting Per Filing Fee: \$2,500 per state
--	---	---

Ancillary Administration Services	Volume	Fee
SAFEHARBOR License Fee (Per Tracked Employee Per Month)	1,220	\$0.70
Precision Benefits (claims-based decision support and engagement)	N/A	Flat fee \$20,000 – Annually Billed in four equal quarterly installments
COBRA Administration - Implementation Fee - Takeover Fee (per account transitioned – estimated at XX) - Monthly Minimum Fee - PEPM Fee – per eligible participant per month (applies to entire benefits-eligible population, including active employees, retirees, COBRA participants once elected in COBRA, etc.) - Empyrean retains 2% administrative fee	Implementation: N/A Takeover accounts: 30 PEPM Population: 1,400	\$0.00 \$0.00 \$500 \$0.70
FSA/HRA Administration through Preferred Partner HSA Bank - Implementation Fee - Per Account Per Month - Non-discrimination testing (Section 129 testing) - Plan document creation	Total FSA accounts: 256	included \$3.50 \$450 per test \$400 per plan
Health Savings Account Administration through Preferred Partner HSA Bank - Implementation Fee - Per Account Per Month - Non-discrimination testing (Section 125 testing for HSA contributions through cafeteria plan)	Health Savings Accounts: 265	Included \$0.75 \$450 per test

Ancillary Administration Services	Volume	Fee
Custom Communication Support - Digital benefit guide creation - Ala carte	N/A	\$10,000 per guide created Based on a 24-page developed document with licensed images and digital delivery as per specs \$6,000 Annually CoA has budgeted \$6,000 annually for additional custom communication support
Qualified Medical Child Support Orders (QMCSO) – System Functionality - Platform will have available appropriate QMCSO code designed to restrict changes - Online QMCSO report	N/A	Included
Single Sign-On (SSO; assumes SAML 2.0)	Number of SSOs: 2	2 included Additional: \$7,500 each
Dependent Verification <i>Pends the coverage for new dependents on a per benefit level.</i>	Annual volume estimate: 216	\$15.00 per dependent <i>No charge when the client owns the review and approval/denial process.</i>
Closed Loop for Spending/Savings Accounts with True-up Process <i>Client will send actual payroll contributions to Empyrean to be used in quarterly true-up process. See Caveats and Assumptions section for further details.</i>	N/A	Included
Retroactive Payroll Adjustment File <i>Empyrean will calculate retroactive deduction amounts and send to Client along with regular payroll instructions. See Caveats and Assumptions section for further details.</i>	N/A	Included

Pass-through Items	Cost
Language Support	Pass-through
Toll-free Charges	Pass-through
Banking Fees	Pass-through
Print/Fulfillment, Shipping, Assembly, & Postage	Pass-through
Text Messages to Participants	Pass-through
Travel	Pass-through
Other Pass-through Costs ¹	Pass-through

¹ Other pass-through costs and expenses for which Client will reimburse Empyrean in connection with the delivery of the Services include but are not limited to reasonable travel expenses (which may include the cost for remote Empyrean team members to travel to an Empyrean office for meetings with Client present), long distance charges, third party subpoenas related to Client's benefit plans, fees for Client's required use of third party invoicing system, etc.

Caveats and Assumptions

Item	Description
Project Scope	Project scope is fixed according to the terms of the Agreement between Client and Empyrean. Deviation from scope or activity exceeding estimated volumes will require review and may result in additional fees to adequately support Client.
Project Dates	Project initiation is scheduled upon the execution of an agreement for Empyrean Benefits Administration services. - Services go “live” on September 7th, 2025 for annual enrollment and January 1, 2026 for ongoing. Assuming the project is otherwise on schedule, the online enrollment tool will be available on September 1, 2025 for HR staff only.
Minimum Billable Population	The minimum billable population is assumed to be the Eligible Headcount stated above less 15%. Client will be billed ongoing PEPM fees at no less than Eligible Headcount less 15%.
Empyrean Billable Hourly Rate	Empyrean may charge Client out-of-scope fees for project work not covered within the fees and assumptions presented within this SOW. Client will be informed of the fees and must approve the applicable Change Order prior to Empyrean starting work. The hourly rate is \$200 per hour.
Annual Client Conference	Empyrean invites all clients to attend our annual client conference, EVOLVE, the location of which changes each year. Clients are responsible for their own travel expenses for the annual conference; however, Empyrean will include the cost of 1 hotel room for 1 client conference for the initial duration of this agreement.
Inbound Electronic Conversion Interfaces	Empyrean agrees to accept data in a mutually agreed upon format from a single data source to include all necessary data (such as employee indicative data, employee elections, dependent indicative data, dependent elections, and ACA forms and/or hours data) to support the conversion process. Data provided to Empyrean is expected to be accurate, error free, and in a consistent format. Bad data will not be loaded. Errors will be provided to Client for review. Client will be responsible for resolving any errors found through this process. Significant additional work required by Empyrean to clean incoming data will be billed at Empyrean’s billable hourly rate.

Item	Description
Inbound Electronic HRIS Interface	Empyrean agrees to accept 1 incoming HRIS data file(s) in a mutually agreed upon format, preferably Empyrean's standard format, from the Client's HR system(s) no more than three times a week. The data will be received in a full-file format. Data provided to Empyrean is expected to be accurate and error free. Bad data will not be loaded. Errors will be provided to Client for review. Client will be responsible for resolving any errors found through this process within an agreed-upon timeframe. Significant additional work required by Empyrean to clean incoming data will be billed at Empyrean's billable hourly rate. If the number of incoming HRIS files exceeds the number above, Empyrean and Client will work in good faith to determine the appropriate ongoing fee(s) adjustment to support the additional file processing, if necessary. Empyrean assumes that all data necessary to load employees into the Benefits Administration platform will be included in the ongoing incoming data file from Client. Necessary data elements will be defined within the administrative requirements. In the event not all data is included and additional programming/calculations are required, additional programming and/or manual data cleanup hours will apply.
Outbound Eligibility Interfaces	Empyrean agrees to provide election data to 12 carriers/third parties through electronic eligibility interfaces in a mutually agreed upon format. Interfaces are full files and sent weekly via secure transmission. Expected number of files is 12. Empyrean includes the development of initial electronic interfaces for carriers identified at the start of implementation. Additional interfaces required, but not included in the SOW, will require out-of-scope costs and may result in revised project timelines. The cost of new interfaces or modification of existing interfaces after Go Live will be provided to Client in a Change Order. If the number of outbound files exceeds the number above, Empyrean and Client will work in good faith to determine the appropriate ongoing fee(s) adjustment to support the additional file processing, if necessary.
Outbound Electronic Payroll Interface	Empyrean agrees to provide 1 payroll interface(s) in a mutually agreed upon format, preferably Empyrean's standard format, to Client or Client's Payroll Provider(s) per the payroll schedule. The file is a full file at Open Enrollment and will be a changes only file throughout the year. Client/Payroll Provider is responsible for end-dating all deductions in the payroll system at plan year end in preparation for the full Open Enrollment file. Empyrean will provide change effective dates along with the per pay period deduction amount to aid Client with retroactive payroll. If the number of outbound payroll files exceeds the number above, Empyrean and Client will work in good faith to determine the appropriate ongoing fee(s) adjustment to support the additional file processing, if necessary.
Closed Loop for Spending/Savings Accounts with True-up Process	Client is responsible for sending payroll actuals confirming deductions taken for spending and savings accounts only in Empyrean's standard file format. Empyrean will store contributions from each paycheck in the employee's account to accumulate a year-to-date total. The loaded data is then used to calculate employee pay period amounts in two situations: 1) When an employee experiences a life event and makes an election change to the spending or savings account, the YTD contributions will be used to calculate the per pay period cost for the remaining pay periods in the calendar year. 2) On a quarterly basis, Empyrean will run a true-up process ensuring that employees are on schedule to meet their annual goal amount elected. Any adjustments are made to the per pay period costs and sent on the next payroll file.

Item	Description
Retroactive Payroll Adjustment File	At the time of event completion, Empyrean will calculate the number of pay periods that were missed (if any) based on the effective date of the deduction, the date it was written to Empyrean's system, and the employee's payroll calendar. If pay periods were missed, Empyrean will dynamically calculate the number of missed pay periods and the deduction or credit amount that is retroactive. Empyrean will send the retroactive deduction or credit amount to the Client on the next payroll file using Empyrean's standard payroll file format, inclusive of all other deduction changes for the given pay period. Significant customization of the payroll file may incur additional fees. Client can choose to have Empyrean's system amortize retroactive deduction amounts via a single amortization method across all deductions.
Data Reconciliation Processes	Client and any of its third parties, whether other third party administrators or carriers, are expected to supply Empyrean with necessary data as may be applicable and engage in data reconciliation processes as Empyrean may prescribe as needed to support the services under this SOW. Client understands and agrees that for any Client plan or program requiring Evidence of Insurability (EOI), (1) Empyrean will require Client's carrier to support Empyrean processes to reconcile both EOI and "in-force" coverage amounts to ensure that Empyrean and Client's carrier(s) systems match with respect to such items, and (2) that if Client's carrier will not support such routine auditing described in (1) above, Empyrean cannot properly support EOI/in-force coverage processing as provided for in this SOW and will not be held liable for EOI/in-force coverage errors. The language in this Data Reconciliation Processes section will supersede conflicting language in the Agreement, if any, to ensure this section is given full effect.
Data Transmission Standard	Empyrean will provide data to Client and third parties in support of the services described within this SOW. Unless otherwise agreed upon, all data file transmissions, whether Client to Empyrean or Empyrean to Client or other third party must be made using PGP encryption via a United States based FTP or SFTP site. FTP/SFTP site may be Empyrean's, Client's, and/or a third party's based on the transmission file. If Client or Client's third party carriers/partners cannot agree to these transmissions standards, Client will be expected to execute a security release before Empyrean will agree to use alternate standards. Notwithstanding, Empyrean will not transfer data files to an FTP/SFTP outside of the United States (or otherwise upload Client data to a Client or Client third party portal located outside of the United States) even with a security release.
FSA Claims Run-out	When Client contracts with Empyrean's Preferred Partner HSA Bank for FSA services as of the beginning of the plan year, the prior administrator shall support the run-out for the prior year FSA accounts.
FSA, HSA, HRA Calculations	Empyrean collects, at the time of election, the annual goal amount associated with spending/savings and reimbursement accounts and reports this amount to the Client via the outbound electronic payroll interface. Using the Client's payroll calendar, Empyrean will determine the number of pay periods for each election and the estimated per-pay-period amount to be deducted from participants based on their election and payroll cycles provided to Empyrean by Client.
Participant Communications	Empyrean includes the development of basic participant communications and notices needed to support transaction processes. Basic communications include confirmation statements (standard template must be used – customization may require additional fees), COBRA General Notice (if applicable) and electronic email alerts. Pass through fees apply for any mailing costs.
Required Participant Actions	It is the participant's sole responsibility to understand and follow the required terms of the plan. Empyrean will not be liable for actions required of the participant by the plan that have not been taken, such as enrolling by required deadlines or submitting evidence of insurability applications, etc. The language in this Required Participant Actions section will supersede conflicting language in the Agreement, if any, to ensure this section is given full effect.

Item	Description
Reports	Empyrean will provide the Client with access to information with the use of standard reports. Standard reports are created and reviewed during the implementation. Custom reports required by the Client will be discussed during the implementation and may require additional fees. Premium reports are also included as standard reports. These reports are available to the Client to run on a monthly basis.
Annual Enrollment	Empyrean agrees to provide support for a two-week annual enrollment period annually, for each year of the agreement. Annual Enrollment is not in scope for plan years Empyrean is not contracted to support under the Agreement. Empyrean includes the additional service center staffing to support a standard, passive Annual Enrollment call volume expectation within fees. Out of Scope fees may be incurred for additional service center staffing required to support an increase in the expected call volume based on Client's Annual Enrollment strategy. Annual enrollment changes included in the scope of services include rates, zip codes, minor benefit updates (such as changes to deductibles, co-pays), updating Annual Enrollment specific participant communications, and adding new URLs or PDFs to the self-service site. Additional changes such as new/modified eligibility rules, plan design changes, implementing new carriers or the addition of new plans or options will be considered out-of-scope and provided to Client in a Change Order utilizing the rate listed in the Empyrean Billable Hourly Rate section above.
Compliance	General core system changes required to address applicable U.S. federal legislative changes that can be applied uniformly across the Empyrean system are included in the scope of services. Fees may apply for the client-specific implementation of such changes. Empyrean's platform and related services support administration of benefits in accordance with the U.S. federal regulations. Fees may apply for support of state and/or local specific rules.
Call Center Services	A full service call center will be deployed for Client. The call center will be open Monday through Friday except for Empyrean holidays. The call center hours will be available for a nine-hour window between 7 AM to 7 PM Central Standard Time. Client specific window will be defined during the implementation process. Calls into the call center will be through a toll-free number procured by Empyrean.
Language Support	Empyrean provides direct English language services to callers. Additional language support for callers is available through a translation service. The Empyrean online tool and related enrollment materials are provided to benefit eligible participants in English.

Caveats and Assumptions – ACA Administration

Item	Description
Final Regulations	- Any changes in guidance will be evaluated as released, and the impact on reporting for the applicable year will be determined on a change by change basis.
Data/Populations Maintained Outside Empyrean Systems	- Data and/or populations (e.g., retirees, unions, COBRA, etc.) not maintained on Empyrean systems which must be reported are not in scope. Where Empyrean is providing COBRA Administration, COBRA is considered to be in scope. - It is assumed that the benefits administrators/record keepers of this data will handle the reporting requirement for these populations and/or will supply the data to Client's chosen forms provider if not Empyrean. - Empyrean will incorporate these populations into the process with Thomson Reuters (if Client selects to use Empyrean) as long as data is supplied in forms ready format to Empyrean. It is expected that any third party data sources will contain the information necessary (in the required format) to meet state reporting obligations. - Empyrean is not responsible or liable for any non-Empyrean provided data.
Acquisitions	- For acquisitions, Empyrean will assume support for the acquired company from the effective date of administration on Empyrean's systems and the previous company/ administrator will be responsible for issuing 1095s for the previous period of ownership.
Divestitures	- For divestitures, Empyrean will include the divesting entity in its reporting as required up through the time of the divestiture and will supply data, if required, to the client and/or their 3rd party forms provider for any applicable time periods through the time of divestiture in the Empyrean standard raw data file format (for additional fees).
Mid-Year Implementations	- For mid-year implementations, the prior administrator is expected to supply the required data to the 3rd party forms provider for the prior administration period. Empyrean will supply data for the remaining administration period of the year as noted above in Empyrean's standard reporting format. - Optionally, Empyrean can take a forms ready data file in Empyrean's required forms ready file layout for the period of administration prior to Empyrean becoming the record keeper from the prior record keeper to support Empyrean performing the full year of reporting. - Conversion of data from/to another third party system is not in scope given the highly variable nature of the third party reporting systems and resulting data requirements.
Affordability Determination	- Assumes Client or their consultant performs the affordability determination and that Empyrean will derive the proper code(s) for the tax form file based on the Client's chosen method (which applies uniformly to all classes of participants on the file).
State Individual Mandate Filings (Optional)	- Any state that has indicated the reporting requirement will utilize the Federal Forms 1094/1095 filed with the IRS to satisfy ACA requirements will be reported by Empyrean. - Based on 1095 forms created for the federal filing process, Empyrean will determine if a filing is required in an applicable state. If a filing is not required, there will not be a filing for that state and no fee will be assessed. This will also be true for corrections filings. - To the extent that states deviate from these requirements, additional fees may apply.
Pass-through Items	Pass-through fees will be based on actual forms volume and include: - Print/fulfillment per printed form, or e-statement fee per form with electronic delivery for those who consent - Postage (for printed forms) and taxes pass through

Item	Description
Additional Assumptions	- Changes to the Client's plans, affordability safe harbor, overall reporting method, or other requirements may result in additional fees and will be managed via the change order process. - Additional scope considerations relevant to this reporting (e.g., dependent SSN solicitation, etc.) will be addressed and managed as part of the overall implementation process. - These fees do not include hours tracking/full-time eligibility determination services provided via Empyrean's SAFEHARBOR solution. - These fees do not include additional call center staffing/support related to ACA forms inquiries. Additional fees may apply.

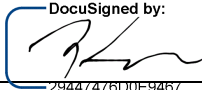
Statement of Work Approval

Client: City of Abilene, Texas

Signature (Date)

Printed Name, Title

Empyrean:



Keith Wilson, CCO 3/19/2025
Empyrean Benefit Solutions, Inc. (Date)

Benefits Administration Responsibilities Matrix

Table of Contents

- Section 1: Health and Welfare Administration
- Section 2: Compliance
- Section 3: Data and Interfaces
- Section 4: Internet Services
- Section 5: IVR and Customer Service Center
- Section 6: COBRA Administration
- Section 7: FSA Administration
- Section 8: Precision Benefits

Benefits Administration Detailed Scope Matrix

Section 1: Health and Welfare Administration

#	Item	Client Responsibilities	Empyrean Responsibilities	Carrier Responsibilities
1.1	Covered Populations		■ Provide H&W administration support as required for the following populations: — Active employees — Spouses, domestic partners, and dependents — Inactive employees — Retirees — COBRA continuants — Severance employees — Surviving spouses/dependents	
1.2	Covered Plans	■ Plan design ■ Fiduciary responsibility ■ Eligibility determination	■ Enrollment and participant support for: — Health care plans (medical, dental, vision, prescription drug, etc.) — Insurance plans (life Insurance, AD&D) — Disability plans (STD, LTD) — Account based plans (FSA, HSA, HRA, commuter) — Other plans such as business travel accident, prepaid legal, etc.	■ Claims adjudication and payment ■ Provide debit cards ■ Account administration
1.3	Eligibility Determination	■ Send required data elements on HRIS file to Empyrean to support eligibility determination	■ Determine eligibility for participation in H&W plans ■ Support waiting periods ■ Support zip code eligibility	
1.4	Enrollment Support	■ Provide options and prices	■ Capture enrollment elections ■ Monitor elections requiring evidence of insurability and communicate to participants accordingly ■ Accept and retain beneficiary designations ■ Send summary of enrollment elections to carrier (via electronic files) ■ Collect supporting documentation for qualified status changes	■ Process evidence of insurability ■ Provide approvals and denials ■ Process eligibility updates (health and welfare plans) ■ Support Empyrean's routine data reconciliation processes comparing EOI approvals/denials and in-force coverage amounts to ensure carrier and Empyrean systems for such items match

#	Item	Client Responsibilities	Empyrean Responsibilities	Carrier Responsibilities
1.5	Payroll Deduction Processing	■ Provide payroll calendars for each pay frequency ■ Apply deductions against payroll	■ Calculate payroll deductions based on enrollment elections ■ Calculate imputed income amounts for health benefits and life insurance ■ Notify Client of employee elections and deductions via secure file transmission	
1.6	Closed Loop for Spending / Savings Accounts Payroll Processing	■ Provide actual payroll contributions for spending/savings account plans via electronic file ■ Review and approve (if desired) true-up amounts for each employee account	■ Accumulate actual payroll contributions for each spending/savings account plans ■ Provide “dry run” analysis and reporting to Client on a quarterly basis of employees who are not on track to meet annual goal amounts ■ Adjust per pay period deduction amounts for any employees outside of the variance threshold agreed upon with Client ■ Send new recurring instruction to payroll system reflecting updated per pay period amount and effective date	
1.7	Retroactive Payroll Adjustment File Processing	■ Apply retroactive deductions and credits to payroll system ■ Create and manage arrears balance created by instructed deductions not taken	■ Calculate retroactive deduction or credit – using new recurring amount, prior recurring amount, and number of missed pay periods – at the time that an event is completed on an employee’s account ■ Amortize retroactive deduction amount (if needed per requirements) ■ Report retroactive deduction or credit amount per amortization rules via payroll instruction file in Empyrean’s standard format	
1.8	Premium Reporting	■ Transmit premium payments to carriers ■ Generate premium report(s) monthly through Empyrean’s online reporting tool	■ Calculate premiums based on current eligibility ■ Configure premium calculation rules ■ Provide Client access to standard summary-level and participant-level detail reports available via the online reporting tool	■ Accept premiums ■ Reconcile premiums against eligibility file

#	Item	Client Responsibilities	Empyrean Responsibilities	Carrier Responsibilities
1.9	Event Processing	■ Notify Empyrean of employee events	■ Process the following events: — New hire / rehire — Family status change — Change of residence — Leave of absence — HSA Change — Eligibility Change — Termination — Disability — Death — Retirement — Qualified Medical Child Support Orders (QMCSOs) based on instructions received from Client — Salary updates — Age-based coverage updates (e.g. age-based life insurance reductions) ■ Notify Client of changes to payroll deductions ■ Notify carrier of changes in status	■ Process eligibility updates
1.10	Participant Communications		■ Generate email alerts ■ Generate Confirmation Statements ■ Generate additional communications (letters, reminders, etc.) as defined for ongoing administration	

#	Item	Client Responsibilities	Empyrean Responsibilities	Carrier Responsibilities
1.11	QMCSO Administration	■ Qualify orders and provide enrollment instructions to Empyrean ■ Insurance coverage information request processing ■ Wage/state withholding verification ■ Handle participant/agency communications and interactions	■ Manage enrollment in accordance with Client requirements and QMCSO rules	

Section 2: Compliance

#	Item	Client Responsibilities	Empyrean Responsibilities	Carrier Responsibilities
2.1	Notification of Legislative Changes	- Identify legislative changes not specifically impacting health and welfare benefits administration - Make decisions and provide direction to Empyrean regarding Client's benefits administration	Identify and notify Client of federal legislative changes that directly impact health and welfare benefits administration	
2.2	Discrimination Testing	- Section 79 testing - Section 105(h) testing - Section 125 testing	A single Section 129 preliminary test is included when Empyrean performs full account based administration; additional fees may apply for actual testing	
2.3	Communications	Creation of notice content	- Post online and/or print and mail the following notices: - Summaries of Benefits and Coverage (SBCs) - Women's Health and Cancer Rights Annual Notice - CHIP Notice - Marketplace Notice - Notice of Creditable Coverage for Medicare Additional fees apply for print and fulfillment	
2.4	Reporting		- Support PCORI reporting via premium reports - Support W-2 reporting via payroll file; separate reports can be provided for additional fees	

#	Item	Client Responsibilities	Empyrean Responsibilities	Carrier Responsibilities
2.5	ACA Reporting	■	■ Select applicable support model: — Non-print-ready data file (Option 1): Empyrean will track data necessary for reporting and create a “raw” data file in Empyrean’s standard format that includes all of the data elements necessary to create the 1095 Forms — Form-ready data file (Option 2): Empyrean will track data necessary for reporting, derive applicable codes for the 1095 Forms, and create a form-ready data file in Empyrean’s standard format — Selected - Full service (Option 3): Empyrean will track data necessary for reporting, derive applicable codes for the 1095 Forms, create a print-ready data file, coordinate with Thomson Reuters to generate and distribute the 1095 Forms, provide participant online 1095 view/print access via Compass/mobile app, and submit the 1094 transmittal form(s) to the IRS ■ Reporting for any year during which the Client transitions out shall be the Non-print ready data file Option 1, unless otherwise agreed to in writing by the Parties. ■ State mandate reporting: Empyrean will track data necessary for reporting by state by month as required per individual state rules, and coordinate with Thomson Reuters to generate and submit the state’s 1094 transmittal and associated 1095-C form(s) to each state.	■ Reporting as required for participants enrolled in fully insured plans

#	Item	Client Responsibilities	Empyrean Responsibilities	Carrier Responsibilities
2.6	SAFEHARBOR Hours Tracking	■ Provide hours data in Empyrean standard format	■ Load hours data ■ Perform determination calculations in accordance with requirements ■ Load SAFEHARBOR outbound determination file to Empyrean benefits administration platform ■ Trigger benefit events (including enrollments and terminations) based on determination file ■ Provide suite of SAFEHARBOR reports, including: ○ Determination Changes ○ Determination History ○ Current Determination Status ○ 12 Month Summary ○ Mid-Measurement Period ○ Measurement Period Forecast ○ Mid-Measurement Period Summary ○ Hours Aggregation ○ Hours Extract ○ Group and Episode Support ○ Permissions Roster	

Section 3: Data, Reports and Interfaces

#	Item	Client Responsibilities	Empyrean Responsibilities	Carrier Responsibilities
3.1	Data Sources – Health and Welfare Plans Eligibility and Enrollment	■ Maintain employee basic data ■ Provide participant data and changes to Empyrean ■ Process payroll data from Empyrean	■ Load employee and dependent data and changes to enable IVR, Internet, and Customer Service support ■ Provide eligibility and enrollment data to carriers and third parties ■ Provide payroll data changes to Client or Client's payroll administrator	■ Maintain indicative data per employer instructions ■ Maintain coverage and enrollment data per Empyrean instructions ■ Process Empyrean file within agreed upon timeframe ■ Report errors to Empyrean for clarification or resolution ■ Engage in routine data reconciliation processes with Empyrean
3.2	Premium Generation and Reports	■ Run premium reports on demand per premium schedule	■ Generate premium and adjustment data per Client requirements ■ Provide premium reports for Client to run on-demand	
3.3	COBRA Administration	■ Notify Empyrean of employee terminations	■ Process terminations and send to COBRA administrator ■ Process life event changes and send dependent data to COBRA administrator, as applicable	■ Initiate COBRA processing
3.4	Management Dashboard Reports		■ Provide operating volume statistics, including call volumes, Internet usage, and enrollment status changes	
3.5	Administrative Reports	■ Generate and download reports and demand when desired	■ Provide standard eligibility reports for Client to run on-demand ■ Provide online ad-hoc report generation capabilities	

Section 4: Internet Services

#	Item	Client Responsibilities	Empyrean Responsibilities	Carrier Responsibilities
4.1	General		Participant and HR User access: ■ Responsive design allows users to access it from mobile devices as well as computers ■ Protected with Transport Layer Security (TLS) 1.2 (or greater) utilizing RSA2048 encryption with SHA256 signatures ■ Supports all current versions of modern browsers as well as the previous two versions	
4.2	Availability		Participant and HR User access: ■ Available 24x7x365 with 99% availability outside of scheduled maintenance windows	
4.3	Security		Employee self-service: ■ Includes Username and Password along with security questions ■ Password reset available HR User access: ■ Role-based security for access for self-service users and administrative users ■ Includes Username and Password along with security questions ■ Password reset available	
4.4	Inquiry Support		■ Provide general plan information ■ Provide participant demographic information ■ Provide administrative rules ■ Provide links to relevant third party web sites (i.e. carriers) ■ Provide Client specific third party contact information, including URLs, phone numbers, and group numbers ■ Provide online chat (during service center hours) and secure participant messaging ■ Provide video library	

#	Item	Client Responsibilities	Empyrean Responsibilities	Carrier Responsibilities
4.5	Transaction Support		■ Support password changes ■ Support H&W plan enrollment and elections ■ Support life event processing ■ Support beneficiary maintenance ■ Provide EOI support ■ Support dependent/event verification	
4.6	Employee Communications		■ Provide Client-specific messaging capability specific to population ■ Provide alerts for employees	
4.7	MAP Reports	■ Generate reports	■ Allow on-demand report generation 24 x 7, 365 days a year ■ Restrict access to reports and population in reports per Client requirements ■ Provide a library of standard reports for ongoing administration ■ Provide a library of standard reports for open enrollment ■ Provide a library of standard premium reports	

Section 5: IVR and Customer Service Center

#	Item	Client Responsibilities	Empyrean Responsibilities	Carrier Responsibilities
5.1	IVR Services		■ Provide toll-free number ■ Provide call routing system with client specific greeting ■ Includes user identification ■ Available 24x7x365, except for scheduled maintenance	
5.2	Call Handling		■ Provide call routing system (when applicable) available 24x7x365 ■ Provide customer service representatives (CSR's) ■ Create and use a web-based Knowledge Base	
5.3	Online Inquiry Support		■ Support online chat from authenticated participants during service center hours ■ Support secure participant messaging, allowing authenticated participants to submit inquiries/requests at all hours ■ Handle inquiries and if necessary, request participant to call to handle transaction ■ Available outside of Annual Enrollment window	
5.4	Security Maintenance		■ Identify caller's employer via authentication process ■ Verify caller's identity ■ Follow Client-specific alternate security procedures, including dependent security procedures	
5.5	Service Center Hours		■ Available for a 9 hour window between the hours of 7:00 a.m. – 7:00 p.m. CT, Monday through Friday	

#	Item	Client Responsibilities	Empyrean Responsibilities	Carrier Responsibilities
5.6	Representative Supported Actions		Examples of supported actions include: ■ Inquiries — Internet navigation support — General plan information — Eligibility determination — Current coverage — Plan rates — Administrative rules — Claim filing procedures — Appeal procedures ■ Transactions — Enrollment support — Life event processing ■ Transfers to third parties	■ Accept transfers
5.7	Call Monitoring	■ Review quality monitoring results with Empyrean	■ Quality monitoring and evaluation of customer service representatives ■ Provide Client with call monitoring results	
5.8	Case Management		■ Log any unresolved calls for additional research and/or processing ■ Log all incoming correspondence ■ Interact with participant, employer and carrier as required to resolve open item ■ Date and time stamp all cases upon establishment and resolution	
5.9	Performance Reporting		■ Provide summary of performance, including call handling and case management ■ Provide call quality reporting quarterly	
5.10	Ongoing Training	■ Participate in annual Culture Training	■ Participate in and organize annual Culture Training	

Section 6: COBRA Administration

#	Item	Client Responsibilities	Empyrean Responsibilities	Carrier Responsibilities
6.1	Covered Populations		■ Provide COBRA administration support as required for the following populations: — Active employees — Terminated employees — COBRA continuants	
6.2	COBRA Rights Notification	■ Notify Empyrean of change in employment	■ Identify COBRA-eligible participants due to change in employment or family status ■ Provide initial COBRA rights notification to participant, covered spouse, and/or dependents	
6.3	COBRA Enrollment	■ Notify Empyrean of employee terminations	■ Capture data and initiate COBRA processing ■ Support COBRA decision-making process ■ Process COBRA elections	
6.4	COBRA Administration		■ Perform COBRA direct billing and collections ■ Track and remit collected premiums to employer monthly ■ Process annual enrollment and coverage changes ■ Track COBRA coverage periods and process COBRA coverage terminations	

Section 7: Account Administration via Preferred Partner, HSA Bank

#	Item	Client Responsibilities	Empyrean Responsibilities	Carrier Responsibilities
7.1	Covered Populations		■ Coordinate HSA, FSA, and Commuter account administration support through Preferred Partner, HSA Bank, as required for the following account types: — Health Care — Dependent Care — HSA — Transit/Commuter	
7.2	Debit Card			■ Produce and distribute debit cards to all applicable participants ■ Provide access to the MasterCard/VISA network merchant network to support auto adjudication of claims/swipes ■ Produce and distribute replacement cards as needed with the cost of the replacement card charged to participant
7.3	HSA, FSA, and Commuter Account Enrollment		■ Support HSA, FSA, and Commuter decision-making process ■ Process HSA, FSA, and Commuter elections ■ Send enrollment data files to HSA Bank	
7.4	Account Administration			■ Adjudicate claims ■ Process and remit approved reimbursement to employee ■ Distribute reimbursements via check or ACH ■ Complete non-discrimination testing and/or plan documents as requested
7.5	Invoicing		■ Ongoing per-account fees for HSA Bank will be included on the monthly invoice Empyrean sends to client	

Section 8: Precision Benefits

#	Item	Client Responsibilities	Empyrean Responsibilities	Carrier Responsibilities
8.1	Enrollment decision support		Provide enrollment decision support with recommended personalized benefit packages using your employees' medical and pharmacy claims data and consumer data, powered by predictive analytics, for the following benefits: ■ Medical / pharmacy plan ■ Health savings account ■ Healthcare flexible spending account ■ Hospital indemnity insurance ■ Critical illness insurance ■ Accident insurance	■ Provide historic and ongoing claims data that is timely and accurate
8.2	Plan review feature		Provide plan review feature showing feedback on the fit of current benefits upon claims review in mobile experience and within enrollment events as part of decision support features. ■ Current year plan features and current year enrollment data must be loaded to the Empyrean system to support.	
8.3	Standard mobile engagement features		Provide standard engagement features via mobile experience, including: ■ Healthcare expense navigation grouping related claims into medical events and presenting user's expected out of pocket costs. ■ Care planning features to promote in-network providers as the most cost-effective care option, using the carrier's provider network data.	■ Provide historic and ongoing claims data that is timely and accurate ■ Provide ongoing provider network data that is timely and accurate
8.4	Client-specific mobile engagement features	■	Engagement via mobile experience to highlight opportunities to reduce costs based on review of individual claims. Examples include: ■ Payout opportunity alerts for supplemental health carrier products as part of healthcare expense navigation ■ Notifications of savings potential by using in network providers or urgent care. ■ Notifications of opportunity to appeal charges on incoming claims.	■ Provide historic and ongoing claims data that is timely and accurate ■ Provide ongoing provider network data that is timely and accurate

8.5	Communications		Provide full communications suite to employees educating members and promoting usage of the tools during enrollment events and through the mobile experience for year-round benefits engagement: ■ Empyrean open enrollment campaign promotes the use of decision support during enrollment ■ Empyrean year-round engagement launch campaign promotes mobile experience	
8.6	Reporting Package		Deliver Client reporting package: ■ Decision support outcomes reporting usage, benefits adoption and plan migration ■ Year round engagement and member utilization metrics ■ Client and member performance analytics	

Performance Guarantees

Purpose

The purpose of the Empyrean Subjective Service Level Agreements (SLAs) is to identify the specific performance standards that will be applied to evaluate the performance of Empyrean's administration of Client's H&W plans. Due to the subjectivity of the SLAs by definition, this policy will help both Parties understand the framework for these SLAs.

Description

This policy is broken down into components to help define how to report, monitor and manage SLAs for both Empyrean and Client. The performance of Empyrean in its duties and how Client views this performance is based on a 1-5 rating scale on a quarterly basis (5 being best). Both Client and Empyrean will be expected to review and grade Empyrean's performance with respect to each of the identified measures. The results are used to facilitate a focused and constructive discussion, to calibrate any differences, to document Client's perceptions of Empyrean's service, and to develop an action plan that specifically addresses Client's feedback.

Empyrean has agreed to place up to 10% of ongoing administration fees at risk based on Client's evaluation of Empyrean's performance in a quarterly review. In no event will the total amount of performance based penalties exceed the amount specified above. For purposes of determining when services are not meeting Client's expectations, a score of 3 will be considered the minimum acceptable level of performance. A score of 1 or 2 will indicate that Empyrean's performance for the period was not acceptable. For any performance area where Empyrean receives a score of less than 3, Empyrean will, within 2 weeks of the quarterly review, present Client with a written plan for correcting the identified issues and restoring service performance to an acceptable level. If Client rates Empyrean's performance as unacceptable for the following quarter, Client may request, after the performance review meeting, payment of the performance based fee penalty which will appear as a credit on the next month's invoice. These fees at risk will apply beginning six months after the ongoing services live date.

Survey

The survey questions and statements that will be sent to Client each quarter are below. The Client will be asked to rate Empyrean on a scale of 1 to 5 in response to the statements.

- How satisfied are you with Empyrean?
- Communications: The Empyrean team communicates proactively, timely, and clearly on all aspects of our benefits administration partnership.
- Responsiveness: The Empyrean team is responsive to my requests, shows a sense of urgency, and demonstrates creativity in meeting our business needs.
- Quality: The level of quality delivered consistently meets my expectations.
- Issue Resolution: When issues occur, I am notified timely and my Empyrean team drives the issue to resolution such that root cause is identified, documented, and I am confident they will not reoccur.
- Participant Service: Participants have the resources they need and are treated with the quality of care and respect we'd provide ourselves, and I am not spending my time on issues that should be handled by the service center. I am enabled with the support required if we do not leverage the Empyrean service center.
- Technology: The technology is dependable and supports our business goals/objectives.
- Team/Staffing: The Empyrean team is effectively and consistently resourced to meet my needs.



- Fees/Value: We receive appropriate value for the fees we pay.
- Innovative/Thought Leadership: Empyrean is a valuable partner that offers creative solutions, continues to ensure processes and tools are proactive, innovative, and strategic in the benefits administration space. They provide recommendations to solve our unique business needs and challenges regardless of their source.
- Empyrean Experience: Based on your experience, would you recommend Empyrean to a friend or colleague?

Scoring

Each member of the team will be surveyed independently and respond using a 1-5 scale. Individual scores are averaged and feedback themes are summarized. Scores of 4 and 5 reflect good/excellent (green) performance. A score of 3 is average (yellow). Scores of 2 or 1 reflect below average to poor (red) performance. The survey contains a place for written feedback which will be essential to support the discussion and action plan development. A sub-standard performance on one portion of the survey does not constitute a penalty. The scores are totaled and then averaged. A total average score below 3 will trigger escalation to the assigned client sponsor and be subject to a penalty payout if the agreed upon action plan is not fully completed to the client's satisfaction. Results are submitted to an independent resource for collation.

Quarterly Meetings

Quarterly meetings are held to review the results, as well as to review other aspects of our delivery and relationship. These review sessions also allow Empyrean and Client to reconcile the results in comparison to the desired state and to implement any action plan that may be necessary.

This Performance Guarantees section is intended to comply with the Master Services Agreement and this Statement of Work. If at any time the MSA and/or the SOW have conflicting terms to those provided in this Performance Guarantees section, the provisions of this Performance Guarantees section shall prevail.

Comparing the **BEST FIT** medical plan with other plans your employer is offering you.

HDHP Plus Plan is the

BEST FIT Medical Plan



Tier: Employee + Spouse

\$250.00

Bi-Weekly

HDHP Plus

Select Plan

Your Current Plan



Tier: Employee + Spouse

\$297.65

Bi-Weekly

HSA Prime

Select Plan

Most Expensive Plan



Tier: Employee + Spouse

\$311.02

Bi-Weekly

PPO Plus

Select Plan

Annual Predicted Cost

Annual Predicted Cost includes premiums, predicted out-of-pocket costs minus \$1,000.00 employer Health Savings Account contribution.

\$12,319.06

Lowest cost to you

\$13,238.90

+ \$1,919.84 / year more

\$14,586.52

+ \$3,267.46 / year more

Total Premium (Your cost pre-tax)

The Total Premium is the amount that comes out of your paycheck bi-weekly or 26 times per year. Premiums are considered pre-tax.

\$5,819.06

\$7,738.90

\$8,086.52

Plan Benefits

The deductible is the amount you will pay for medical and pharmacy costs before your health insurance plan starts paying for those expenses.

\$6,000

Deductible

\$5,000

Deductible

\$4,000

Deductible

Your out-of-pocket maximum is the most you'll have to pay toward your medical and pharmacy claims for the year.

\$12,000

Out-of-Pocket Maximum

\$10,000

Out-of-Pocket Maximum

\$8,000

Out-of-Pocket Maximum

Telehealth

Contactless doctor visits from the comfort of your own home. Chat with a doctor by phone or video.

Included

N/A

N/A



Confirmation

Congratulations! Your benefit elections are confirmed and a confirmation number has been generated. Please print a copy of this summary for your records.



Employee	AARON WINFREY
Confirmation #	1981
Event	Open Enrollment
Requested Event Date	01/01/2026
Event Effective Date	01/01/2026

Your Cost Summary

	Semimonthly Cost (Elected)	Annual Cost (Elected)	Semimonthly Cost (Approved)	Annual Cost (Approved)
Wellness Credit	(\$20.83)	(\$500.00)	(\$20.83)	(\$500.00)
Employee Pre-Tax Amount	\$99.50	\$2,388.00	\$99.50	\$2,388.00
Employee Post-Tax Amount	\$26.66	\$639.80	\$26.66	\$639.80
Total Cost Of Benefits	\$105.33	\$2,527.80	\$105.33	\$2,527.80

YOUR TOTAL: **\$105.33** / Semimonthly Cost

Your Benefit Selections

Medical | Standard PPO | Effective 01/01/2026 | Tier: Employee Only

DEPENDENTS COVERED
None

\$109.50
Semimonthly Cost

COST BREAKDOWN
Ⓞ Pre-tax Cost: \$109.50

EMPLOYER COST: \$219.00

Prescription Plan | Coverage | Effective 01/01/2026 | Tier: Employee Only

DEPENDENTS COVERED
None

\$0.00
Semimonthly Cost

COST BREAKDOWN

EMPLOYER COST: \$4.17

Dental | Enhanced Plan | Effective 01/01/2026 | Tier: Employee Only

DEPENDENTS COVERED
None

\$6.25
Semimonthly Cost

COST BREAKDOWN
Ⓞ Pre-tax Cost: \$6.25

EMPLOYER COST: \$12.50

Vision | Vision Service Plan | Effective 01/01/2026 | Tier: Employee Only

DEPENDENTS COVERED
None

\$4.58
Semimonthly Cost

COST BREAKDOWN
Ⓞ Pre-tax Cost: \$4.58

EMPLOYER COST: \$9.17

Health Care FSA | Decline Coverage | Effective 01/01/2026

\$0.00
Semimonthly Cost

Dependent Care FSA | Decline Coverage | Effective 01/01/2026

\$0.00
Semimonthly Cost

Basic Life/AD&D \$30,000 Effective 01/01/2026		
Approved Amount: \$30,000.00 BENEFICIARIES None		\$0.00 Semimonthly Cost
Voluntary Employee Life 2x Pay Effective 01/01/2026		
Approved Amount: \$131,000.00 BENEFICIARIES None COST BREAKDOWN ① Post-tax Cost: \$26.66		\$26.66 Semimonthly Cost
Accident Insurance Decline Coverage Effective 01/01/2026		
		\$0.00 Semimonthly Cost
Hospital Indemnity Decline Coverage Effective 01/01/2026		
		\$0.00 Semimonthly Cost
Critical Illness Decline Coverage Effective 01/01/2026		
		\$0.00 Semimonthly Cost
Short Term Disability Coverage Effective 01/01/2026		
Approved Amount: \$750.87 COST BREAKDOWN	EMPLOYER COST: \$0.90	\$0.00 Semimonthly Cost
Voluntary Short Term Disability Decline Coverage Effective 01/01/2026		
		\$0.00 Semimonthly Cost
Long Term Disability Coverage Effective 01/01/2026		
Approved Amount: \$2,169.15 COST BREAKDOWN	EMPLOYER COST: \$2.87	\$0.00 Semimonthly Cost
Voluntary Long Term Disability Decline Coverage Effective 01/01/2026		
		\$0.00 Semimonthly Cost
Wellness Credit Wellness Credit Effective 01/01/2026		
Approved Amount: \$250.00 COST BREAKDOWN ① Pre-tax Cost: (\$20.83)	EMPLOYER COST: \$208.33	(\$20.83) Semimonthly Cost

This is a summary of your benefit elections. It does not take the place of or supersede official plan requirements including Evidence of Insurability (EOI) completion. Any coverage elections you make requiring EOI approval from an insurance carrier will not be effective until the insurance carrier provides confirmation of approval regardless of what may be displayed on this summary. In the event of a discrepancy between the information within this summary and official plan documents, the plan documents will prevail.

City of Abilene Online Benefits Administration Marketing 2025

Estimated Employee Count

	920	920	1400	920	1400	1400	1400
	Businessolver Current Plan	Businessolver Renewal Plan	BenefitFirst Proposed Plan	Benistar Proposed Plan	Bentek Proposed Plan	Empyrean Proposed Plan	Selerix Proposed Plan
Core Services							
A. Set-Up Cost (One-time fee)	\$0.00	\$0.00	\$27,020.00	\$15,000.00	\$0.00	\$35,000.00	\$10,000.00
B. PEPM Cost (Annual Fee)	\$10.90	\$11.33	\$3.65	\$4.75	3.45 PEPM	\$5.75	\$4.50
C. Carrier Adm. Support Fee (6)	Included	Included	Included	Included	\$1,500 per file (initial set up)	Included	Included
D. Payroll File Fee	Included	Included	\$1.00	Included	\$1.00 PEPM	Included	Included
Estimated Monthly Cost	\$10,028.00	\$10,423.60	\$6,510.00	\$4,370.00	\$6,230.00	\$8,050.00	\$6,300.00
BASE Estimated First Year Cost	\$120,336.00	\$125,083.20	\$105,140.00	\$67,440.00	\$83,760.00	\$131,600.00	\$85,600.00
BASE Estimated Ongoing Fees	\$120,336.00	\$125,083.20	\$78,120.00	\$52,440.00	\$74,760.00	\$96,600.00	\$78,600.00
Rate Guarantee		1 Year (12/31/2026)	3 Years	1 Year (Year 2 & 3 Incremental Increases)	2 Years (\$3.75 Year 3 & 4)	3 Years	
Optional Services							
Benefit Portal	Included	Included	Included	Included	Dedicated Resource Section	Included	Included
Call Center for EE Enrollments	Included	Included	\$2.00 PEPM	Included	Technical Support Only	\$1.25	Not available-third party
Communications	\$2.87 PEPM	\$2.98 PEPM	Electronic: \$1.00 PEPM / Print \$2.75 PEPM	Not Available	Not Available	A la carte pricing (Guide \$10,000, print campaign \$3,750, email campaign \$6,000)	Self-Service
Onsite Support Open Enrollment	n/a	n/a	Not Available	Included	Included	Pass Through	Not available-Third party
COBRA Admin	Included	Included	\$1.00 PEPM	\$0.60	n/a	\$0.70	\$0.95
FSA Admin	\$4.50	\$4.50	n/a	\$2.00	n/a	\$3.50	\$4.65
HSA Administration	\$2.50	\$2.50	n/a	\$2.25	n/a	\$0.75	\$3.60
Ability to upload EE documents	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Implementation Timeline	n/a	n/a	90 days	60 days	84 days	4-5 months	60 days
Variable Hour EE Tracking	Included	Included	\$1.00 PEPM	\$0.60	Not Available	\$0.70	Included
Included in ACA Fee Fulfillment an additional cost	Included Electronic Filing with IRS, 1095-C form electronically Fulfillment \$1.00 elect.	Included Electronic Filing with IRS, 1095-C form electronically Fulfillment \$1.00 elect.	ACA: 1095-C \$1.00 per form, Print: \$1.80 1094-C Filing: \$3,000	Not Available. (Will work with Third Party)	Third Party (Greatlane Tearli) ACA \$2.14 per form	Full Service (assumes 1 EIN/ 1,500 forms): \$10.00 per form Estimated \$15,000	Included Electronic Filing with IRS, 1095- C form electronically
All In Cost: Base Cost, Cobra, Call Center, EE Tracking, Communications, ACA	\$152,020.80	\$157,982.40	\$205,940.00	\$87,600.00	\$83,760.00	\$179,360.00	\$101,560.00

Dependent Verification: \$28.00 per event

Dependent Verification: \$28.00 per event

Set Up Fee is 2x monthly fees for all selected products

Pricing does not include ACA filing or communications

Pricing does not include ACA filing or communications

Pricing does not include call center & communications are self-service

Includes ACA

Includes ACA

Online Benefits Administration Platform

March 27, 2025





Background

Why an Online Benefits Platform?

- Automates enrollment, tracking, and reporting
- Lowers costs and reduces errors with HRIS integration

Need for Improvement

- Current processes are inefficient, prone to errors, and disrupted by high vendor personnel turnover
- Ongoing challenges created the need for a more reliable solution

Key Goals

- Implement a user-friendly, secure, and scalable solution
- Reduce administrative burden and streamline processes
- Ensure regulatory compliance (ACA, COBRA, etc.)
- Scales with workforce growth





Selection Process

Notices were published for RFP CB-2502 on October 15, 2024, with six companies responding.

- Our rating evaluation criteria consisted of:
 - Service(s) rendered, ease of use, breadth and strength of support offered during open enrollment and throughout the plan year - 40%
 - Capabilities in regard to personnel, technology, account management, and vendor compatibility- 30%
 - Pricing - 20%
 - Experience in the industry and in serving governmental entities/professional references - 10%





Vendor Evaluation

Criteria	Max Points	Empyrean Benefit Solutions
Service(s) rendered, ease of use, breadth and strength of support offered during open enrollment and throughout the plan year	10	10
Capabilities in regard to personnel, technology, account management, and vendor compatibility	40	35
Pricing	20	15
Experience in the industry and in serving governmental entities/professional references	30	28
Total	100	88





Why Empyrean Benefit Solutions?

Comprehensive Support & Integration

- Personalized benefits experience with Precision Benefits
- Comprehensive administrative support
- Advanced analytics for data-driven insights
- Seamless integration with HRIS
- Management of FSA and HSA accounts
- Provides a user-friendly app, training materials, and guidance for a smooth employee transition

Optimized Benefits Administration

- Flexible, scalable, and secure benefits solution
- Simplifies benefits administration tasks
- Enhances employee and administrator experience





Empyrean's Experience

Empyrean's extensive experience and expertise:

- Over 18 years of experience in benefits solutions
- Supports 400+ clients and 4.6 million participants with advanced systems, top-tier service, and maintains a 98% client retention rate
- 800 U.S.-based employees providing reliable, localized support
- Implementation team with 10+ years of experience
- Dedicated Client Service Manager and Support Team for the City of Abilene
- Specialized public sector team

Completed similar projects for:

- City of Fort Worth, TX
- City of Tulsa, OK
- Laguna Beach, CA
- Artesia, NM





Recommendation - Empyrean Benefit Solutions

Recommendation

Three-Year Service Agreement, with No Changes to Base Fees for Services in the Initial Term

With optional renewals





Projected Annual Ongoing Cost Evaluation

Services	Current Vendor Pricing - Businessolver	Recommended Vendor Pricing - Empyrean Benefit Solutions
Annual Fee (PEPM)	\$126,986.64 (\$11.33 PEPM x 12)	\$91,770 (\$5.75 PEPM x 12)
Carrier Admin Support Fees	Included	Included
Precision Benefits	Not offered	\$20,000
Payroll File Fee (PEPM)	Included	Included
Call Center	4200 service center minutes included per year, \$3.75/minute over the initial 4200	Unlimited service center minutes, \$19,950
Communication Campaign to Include Print	\$45,528.71	\$24,000
COBRA Administration	Included	\$11,760
FSA Administration	\$13,824	\$12,402
HSA Administration	\$7,950	\$3,235
ACA Variable Hour Tracking	Included	\$10,080
ACA IRS Fulfillment Obligation	\$1,725.38	\$15,000
Dependent Verification	\$6,480	\$3,240

Projected Annual Ongoing Cost

**Current Projected Renewal Cost -
Businessolver:**

\$202,494.73

1 Year No Change to Base Fees

**Recommended Projected Vendor Pricing -
Empyrean:**

\$211,437.00

3 Year No Change to Base Fees



**CITY OF
ABILENE
TEXAS**



Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 3/27/2025

TO: Robert Hanna, City Manager
Mindy Patterson, City Manager

FROM: Annette Lerma, Director

SUBJECT: 5. Resolution: Receive a Report, Hold a Discussion and Take Action to Approve an Amendment to the City's Tyler Technologies Contract to add the Environmental Health Enterprise Module to Replace the Sunsetting Digital Health Department Electronic System (*Annette Lerma*)

GENERAL INFORMATION

Because the current Digital Health Department system for environmental health is sunsetting 12/31/25, we will no longer have access to the system or the information in it. We had over two years' notice that this was going to happen, but due to budget constraints, we'd not been able to allocate the funding previously.

SPECIAL CONSIDERATIONS

This new EHE module will increase the public's ability to interact with the system and improve efficiency for staff. Due to the self-serving feature for payments, permits can be paid online using this module and the hope is that it will be linked to the finance module within Tyler to be routed to accounts more efficiently.

FUNDING/FISCAL IMPACT

The first year's cost will be paid out of the health services fund. Future years annual service fee will be allocated in the Tech Fund and per the IT Director, there should be some cost savings with the transition to a Microsoft platform so I am told it is expected to be budget neutral.

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

This is not something that was presented to our Health Advisory Board as there was no decision needed since the current system will no longer be available.

ATTACHMENTS:

1. 2025 Resolution-Tyler Technologies EHE
2. Abilene, TX Amend 031825 Tyler DHD Migration_3.18.25
3. City Council Presentation_EHE Implementation_March 13.2025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS TO APPROVE A CONTRACT AMENDMENT FOR TYLER TO PROVIDE THE ENVIRONMENTAL HEALTH ENTERPRISE MODULE FOR INSPECTIONS AND PERMITTING.

WHEREAS, the Local Public Health Reorganization Act, Chapter 121, Texas Health and Safety Code, Allows municipalities, counties, or hospital districts to establish and operate public health departments to serve the community's health needs.

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

WHEREAS, the Abilene-Taylor County Public Health District provides Environmental Health Services to include food establishment inspections, public pool and spa inspections, nuisance complaints that impact public health and safety, and

WHEREAS, the Environmental Health Division is currently using an electronic system that will be sunsetting on December 31, 2025 and will no longer be available for use, and

WHEREAS, the City of Abilene has entered into an agreement with Tyler Technologies, Inc. to employ the use of various electronic systems to facilitate the work of multiple city departments to allow interconnectedness of workflows; and

WHEREAS, Tyler Technologies, Inc. has an electronic system designed for Environmental Health Departments to conduct inspections; and

WHEREAS, the City of Abilene wishes to continue to expand interconnectedness between Tyler Technologies, Inc electronic system; and

WHEREAS, Tyler Technologies, Inc. has provided a Sourcewell-compliant quote to add the Environmental Health Enterprise software to the City of Abilene's current Tyler Technologies, Inc. contract.

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

PART 1. That the Abilene-Taylor County Public Health District is authorized to amend the City of Abilene's current Tyler Technologies, Inc. agreement to add the Environmental Health Enterprise software.

PART 2. That the Abilene-Taylor County Public Health District along with the City of Abilene Information Technology Department, will facilitate the transfer of data from the current Digital Health Department software to the new Environmental Health Enterprise software to maintain historical data related to previous inspections.

PART 3. That the funding to pay for the Environmental Health Enterprise software will be taken from the Health Services Fund for the first year of the contract and budgeted in the City of Abilene's Information Technology budget for subsequent years.

.

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

ADOPTED this 27th day of March, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Abilene, with offices at 555 Walnut Street, Abilene, Texas 79604-0060 ("Client").

WHEREAS, Client is a member of Sourcwell (formerly known as National Joint Powers Alliance) ("Sourcwell") under member number 101784;

WHEREAS, Tyler participated in the competitive bid process in response to Sourcwell RFP #060624 by submitting a proposal, on which Sourcwell awarded Tyler a Sourcwell contract, numbered 060624-TTI (hereinafter, the "Sourcwell Contract");

WHEREAS, documentation of the Sourcwell competitive bid process, as well as Tyler's contract with and pricing information for Sourcwell is available at <https://www.sourcwell-mn.gov/cooperative-purchasing/060624-TTI>; and

WHEREAS, Client desires to purchase off the Sourcwell Contract to procure certain software functionality indicated in the Investment Summary from Tyler, which Tyler agrees to deliver pursuant to the Sourcwell Contract and under the terms and conditions set forth below.

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

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

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

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the first day of the first month following the Amendment Effective Date and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$25,094, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accordance with the terms of the Agreement.
 - b. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the first day of the initial term, as set forth

in Section 1 of this Amendment. Migration Modules are listed at Exhibit 1, Schedule 1.

- c. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
2. Support of Migration Modules. Beginning on the commencement of the initial term as set forth in Section 1 of this Amendment, and contingent upon Client's timely payment of annual SaaS Fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.
3. License Rights Terminate Upon Migration. When Tyler makes Tyler Software identified in the Investment Summary (the "Evergreen Modules") and licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit 1, Schedule 1 (hereafter, "Migration Modules") terminates, as do Tyler's maintenance, support, and/or update obligations for such software.
4. Statement of Work (SOW) is hereby attached as Exhibit 2 to this Amendment.
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

Tyler Technologies, Inc.

City of Abilene, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

Tyler sales quotation inserted on the following pages.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By:
Quote Expiration:
Quote Name:

Craig Dixon
10/31/25
Tyler EH upgrade proposal,
Abilene TX 2025

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

Tyler SaaS

Description	Term	Monthly Fee	Users/Units	Annual Fee
Environmental Health Core Software				
Enterprise Environmental Health		\$ 123	10	\$ 14,790
Enterprise Permitting & Licensing Core Software				
Enterprise Permitting & Licensing Foundation		\$ 580	1	\$ 6,959
Civic Services				
Civic Access - Environmental Health		\$ 511	1	\$ 6,135
Sub-Total:				\$ 27,884
<u>Less Discount</u>				<u>\$ 2,790</u>
TOTAL	3.00			\$ 25,094

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Custom Forms/Letters	4	\$ 3,000	\$ 12,000	\$ 0
Custom Reports/Outputs	1	\$ 5,000	\$ 5,000	\$ 0
End User Training - Onsite	40	\$ 225	\$ 9,000	\$ 0
Process Validaton Training - Remote	32	\$ 200	\$ 6,400	\$ 0
Professional Implementation Services - Onsite	80	\$ 225	\$ 18,000	\$ 0
Professional Implementation Services - Remote	225	\$ 200	\$ 45,000	\$ 0
Project Management Services - Remote	120	\$ 200	\$ 24,000	\$ 0
Solutions Orientation Training - Remote	32	\$ 200	\$ 6,400	\$ 0
TOTAL:			\$ 125,800	\$ 0

Summary

Total SaaS

Total Services

Total Third-Party Hardware, Software, Services

Summary Total

Contract Total

Estimated Travel Expenses

One Time Fees

\$ 125,800

\$ 0

\$ 125,800

\$ 201,082

\$ 8,000

Recurring Fees

\$ 25,094

\$ 0

\$ 0

\$ 25,094

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Enterprise Permitting & Licensing Foundation includes GIS for EPL Users, Core Foundation Bundle, Advanced Automation Bundle, Data & Reporting Access, Report Toolkit, EPL API Toolkit and 1 TB of Storage

Custom reports are ground up module level custom report based on client specification. A custom report returns data from multiple records based on selection criteria.

Custom Forms/Letters are ground up single record custom report based on client specifications. A form/letter returns data from a single record in EnerGov (permit, code case, etc).

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

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

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

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

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses

Environmental Health Implementation:

This will be a shared services implementation where Tyler leads and owns the configuration of 4 Environmental Health programs and the program's violation library content and 1 code case type to serve as an example with the remaining configuration to be completed by the client. Unique case types implemented by Tyler are estimated at 25-30 hours per process for definition, configuration, and validation. Tyler will enable the standard Geo Rules and standard automation events included in the application. Configuration elements beyond this are

owned by the client.

Tyler will lead and own the configuration of the following programs:

- Retail Food Service Permit
- Restaurant Alcohol Sales Permit
- Swimming Pool Permit
- Daycare Permit

Tyler's implementation team is primarily responsible for the following tasks:

- Training Environmental Health functionality
- Training, best practice, and guidance in software configuration and maintenance for Environmental Health and Civic Access applications
- Establishing Environmental Health and Civic Access connections to the client-published GIS map services and configuration of Environmental Health's Live Link component
- System configuration of Payments for Environmental Health and Civic Access or enablement of electronic payments based on client supplied payment gateway information (as applicable, based on contract and client having secured an approved payment gateway)
- System configuration and validation of Tyler-to-Tyler product integrations (Enterprise ERP, Cashiering, Content Manager, Enterprise Service Requests, others as applicable based on contract).

The client's subject matter experts (SMEs) should be available approximately 25-50% (dependent on the number of processes) each week throughout the project to perform configuration and validation in addition to time scheduled with the Tyler team. The client configuration team should expect to dedicate 30-45 hours per process following completion of configuration training.

The client's SMEs are primarily responsible for the following tasks:

- Case Type and Work Class configuration, including all associated module components
- System Setup configuration (Holidays, Zones, Hold Types, Hearing Types, etc.)
- Report Setup's dynamic custom fields
- User and User Role configuration
- Workflow component and Workflow Template configuration (Steps, Actions, Submittal Types, Item Reviews, etc.)
- Civic Access customization and administration (allowed Case Types, Application instructions, Geo Rules, Themes, Headers, Menus, Security Settings, etc.)
- Automation Events (Intelligent Objects, standard Intelligent Queries). This covers automation tasks like emails, Tasks, Geo Rules, etc.
- Other configuration as desired by client

Training Notes

Training Engagements – For each 40-hour training engagement, the client receives and is billed four (4) 8-hour days of direct instruction and up

to 8 hours of preparatory and administrative time to allow trainers to familiarize themselves with client needs, develop schedules, prepare

software environments, and complete documentation.

The following training engagements are included in the scope of this implementation:

- Solutions Orientation Training: Introductory training course designed to expose the end user to the software.
- Configuration Training: Advanced training in end user functionality, configuration, and system administration.
- End User Training: Software functionality training for all end users designed to prepare all users for transitioning production processing to EPL.

Data conversion fees are waived for Tyler DHD to Tyler EH upgrade.



Exhibit 1
Schedule 1
Migration Modules

- Digital Health Department



Exhibit 2

Statement of Work

Statement of Work inserted on the following pages.

City of Abilene

SOW from Tyler Technologies, Inc.

3/18/2025

Presented to:
Mary Martinez
633 Walnut Street
Abilene, TX 79601

Contact:
Craig Dixon
Email: Craig.Dixon@TylerTech.com
2530 Sever Road NW, Lawrenceville, GA 30043

Table of Contents

PART 1: EXECUTIVE SUMMARY	1
1. Project Overview	1
1.1 Introduction	1
1.2 Project Goals	1
1.3 Methodology.....	1
PART 2: PROJECT FOUNDATION	3
2. Project Governance	3
3. Project Scope Control	4
3.1 Managing Scope and Project Change	4
3.2 Change Control	4
3.3 Change Request Management.....	4
4. Acceptance Process	6
5. Roles and Responsibilities.....	6
5.1 Tyler Roles & Responsibilities	6
5.1.1 Tyler Executive Manager.....	7
5.1.2 Tyler Implementation Manager	7
5.1.3 Tyler Project Manager.....	7
5.1.4 Tyler Implementation Consultant	8
5.1.5 Tyler Sales	8
5.1.6 Tyler Technical Services	8
5.2 Abilene Roles & Responsibilities.....	9
5.2.1 Abilene Executive Sponsor.....	9
5.2.2 Abilene Steering Committee.....	9
5.2.3 Abilene Project Manager	10
5.2.4 Abilene Functional Leads	11
5.2.5 Abilene Power Users	11
5.2.6 Abilene End Users	12
5.2.7 Abilene Technical Lead.....	12
5.2.8 Abilene Change Management Lead	13
PART 3: PROJECT PLAN.....	14
6. Project Stages.....	14
6.1 Initiate and Plan	15
6.1.1 Initial Coordination	15
6.1.2 Project/Phase Planning	16
6.1.3 Infrastructure Planning	17



6.1.4	Stakeholder Meeting.....	18
6.1.5	GIS Planning	19
6.1.6	Control Point 1: Initiate & Plan Stage Acceptance.....	20
6.2	Assess & Define.....	20
6.2.1	Solution Orientation.....	20
6.2.2	Current & Future State Analysis.....	21
6.2.3	This work package is not applicable.....	22
6.2.4	Conversion Assessment	22
6.2.5	Control Point 2: Assess & Define Stage Acceptance	23
6.3	Prepare Solution	24
6.3.1	Initial System Deployment	24
6.3.2	Configuration	25
6.3.3	Process Refinement	26
6.3.4	Conversion Delivery	27
6.3.5	This work package is not applicable.....	29
6.3.6	Control Point 3: Prepare Solution Stage Acceptance.....	29
6.4	Production Readiness	29
6.4.1	Solution Validation	30
6.4.2	Go-Live Readiness	30
6.4.3	End User Training	32
6.4.4	Control Point 4: Production Readiness Stage Acceptance.....	33
6.5	Production.....	33
6.5.1	Go-Live	33
6.5.2	Transition to Client Services.....	34
6.5.3	Post Go-Live Activities.....	35
6.5.4	Control Point 5: Production Stage Acceptance.....	36
6.6	Close.....	36
6.6.1	Phase Closeout.....	37
6.6.2	Project Closeout	38
6.6.3	Control Point 6: Close Stage Acceptance	39
7.	General Assumptions.....	39
7.1	Project.....	39
7.2	Organizational Change Management	39
7.3	Resources and Scheduling	40
7.4	Data.....	40
7.5	Facilities.....	41
8.	Glossary	42
PART 4:	APPENDICES	45
9.	Conversion	45
9.1	Data Conversion Process for Enterprise Environmental Health Enterprise Server	45
9.1.1	Overview	45
9.1.2	Modularized Design	45



9.1.3	Required Fields.....	45
9.1.4	Custom Fields (any fields not available in the master table for the module in question).....	45
9.1.5	Gap Handling (where legacy data doesn't fit anywhere within EG_Template).....	46
9.1.6	Contacts	46
9.1.7	Multiple Legacy Data Sources	46
9.1.8	Overall Architecture of Conversion.....	46
9.1.9	Progression of Conversion Development Process	48
9.1.10	Progression of Final Conversion Cutover Process (Go-Live)	49
9.1.11	Data Import Areas.....	49
10.	Additional Appendices	49
10.1	This work package is not applicable.....	49
11.	Project Timeline.....	50
11.1	Environmental Health Implementation Timeline	50



Part 1: Executive Summary

1. Project Overview

1.1 Introduction

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

1.2 Project Goals

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

The overall goals of the project are to:

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

1.3 Methodology

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

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



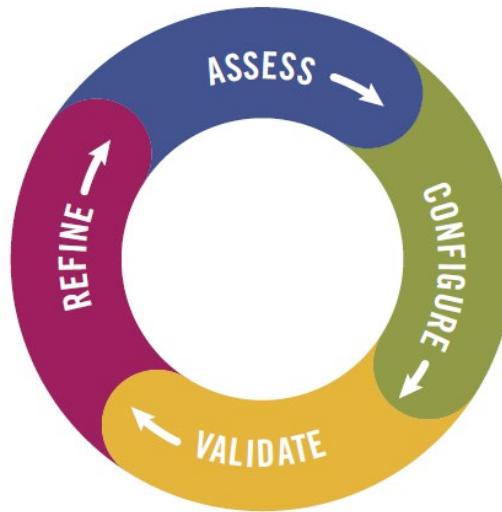
Tyler's Six Stage Project Methodology



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

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

Iterative Project Model



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

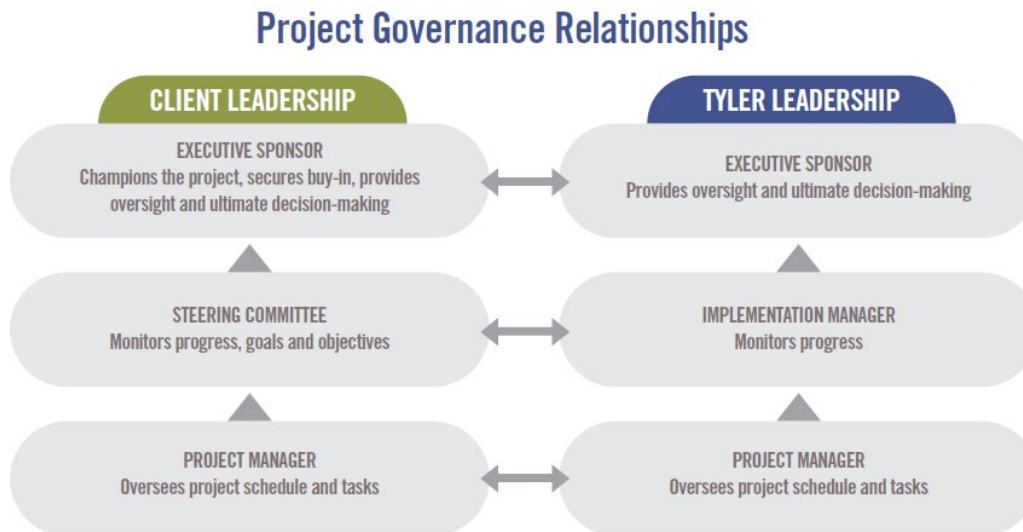
Part 2: Project Foundation

2. Project Governance

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

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

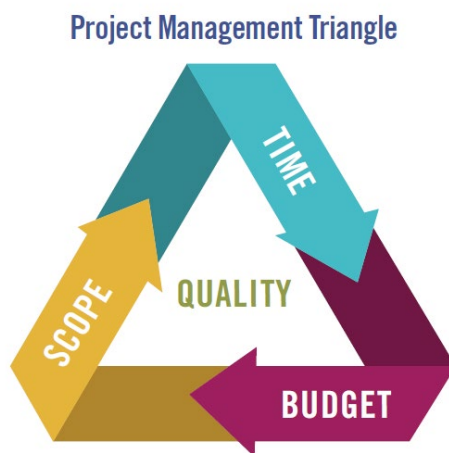
The chart below illustrates an overall team perspective where Tyler and the City of Abilene collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation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



3. Project Scope Control

3.1 Managing Scope and Project Change

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



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

3.2 Change Control

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

3.3 Change Request Management

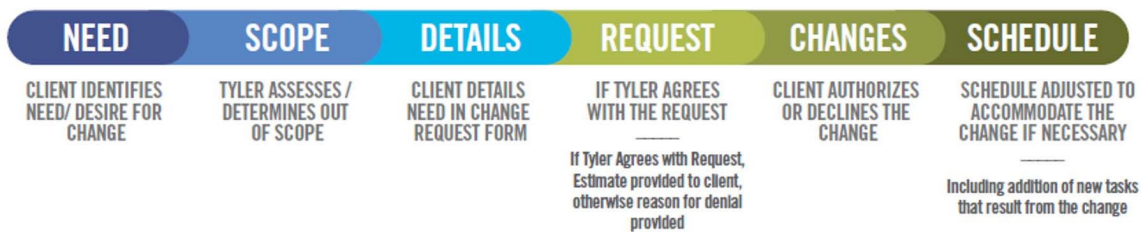
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule,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



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

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

Change Request Process



4. Acceptance Process

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

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

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

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

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

5. Roles and Responsibilities

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

5.1 Tyler Roles & Responsibilities

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



5.1.1 Tyler Executive Manager

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

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

5.1.2 Tyler Implementation Manager

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

5.1.3 Tyler Project Manager

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

5.1.3.1 Contract Management

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

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with the City of Abilene project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

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

5.1.3.4 Resource Management

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

5.1.4 Tyler Implementation Consultant

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

5.1.5 Tyler Sales

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

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).



- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the City of Abilene.
- Loads Abilene provided GIS data into the system.

5.2 Abilene Roles & Responsibilities

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

5.2.1 Abilene Executive Sponsor

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

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

5.2.2 Abilene Steering Committee

The City of Abilene steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City of Abilene project manager and Project through participation in regular internal meetings. The City of Abilene steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City of Abilene steering committee also serves as primary level of issue resolution for the Project.

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



5.2.3 Abilene Project Manager

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

5.2.3.1 Contract Management

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

5.2.3.2 Planning

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

5.2.3.3 Implementation Management

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

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Abilene resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.



- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Abilene technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Abilene Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City of Abilene project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Abilene resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Abilene Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City of Abilene business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.



- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City of Abilene staff during and after implementation.
- Participate in conversion review and validation.

5.2.6 Abilene End Users

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

5.2.7 Abilene Technical Lead

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

5.2.7.1 Abilene GIS

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

5.2.7.2 Abilene Upgrade Coordination

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



- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Abilene Change Management Lead

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



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

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

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

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



6.1 Initiate and Plan

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

6.1.1 Initial Coordination

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

Objectives:

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

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



Inputs	Contract documents
	Statement of Work
Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City of Abilene to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Abilene Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City of Abilene's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City of Abilene Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City of Abilene with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								Abilene								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads



Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

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

Work package assumptions:

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

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . The City of Abilene is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

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

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



Schedule Environment Availability		A	R				C				I						
-----------------------------------	--	---	---	--	--	--	---	--	--	--	---	--	--	--	--	--	--

Inputs	Initial Infrastructure Requirements
--------	-------------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.4 Stakeholder Meeting

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

Objectives:

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

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

Inputs	Agreement
	SOW
	Project Management Plan

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



Work package assumptions:

- None

6.1.5 GIS Planning

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

Objectives:

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

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

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

Work package assumptions:

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



6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

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

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

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

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

6.2 Assess & Define

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

6.2.1 Solution Orientation

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

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

Objectives:

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

STAGE 2	Solution Orientation	
	Tyler	Abilene



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

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

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

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

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

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

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

STAGE 2	Current & Future State Analysis	
	Tyler	Abilene



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

Inputs	Abilene current state documentation
	Solution Orientation completion

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

Work package assumptions:

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

6.2.3 This work package is not applicable.

6.2.4 Conversion Assessment

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

Objectives:

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



- Document the data conversion/loading approach.

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

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

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

Work package assumptions:

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

6.2.5 Control Point 2: Assess & Define Stage Acceptance

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

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

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:



- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

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

6.3.1 Initial System Deployment

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

Objectives:

- All licensed software is installed and operational.
- The City of Abilene can access the software.

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



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Abilene Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	

Work package assumptions:

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

6.3.2 Configuration

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

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

Objectives:

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

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



Updates to Solution Validation testing plan			C	C							A	R		C			C
--	--	--	---	---	--	--	--	--	--	--	---	---	--	---	--	--	---

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

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

Work package assumptions:

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

6.3.3 Process Refinement

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

Objectives:

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

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



Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Abilene-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

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

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

Work package assumptions:

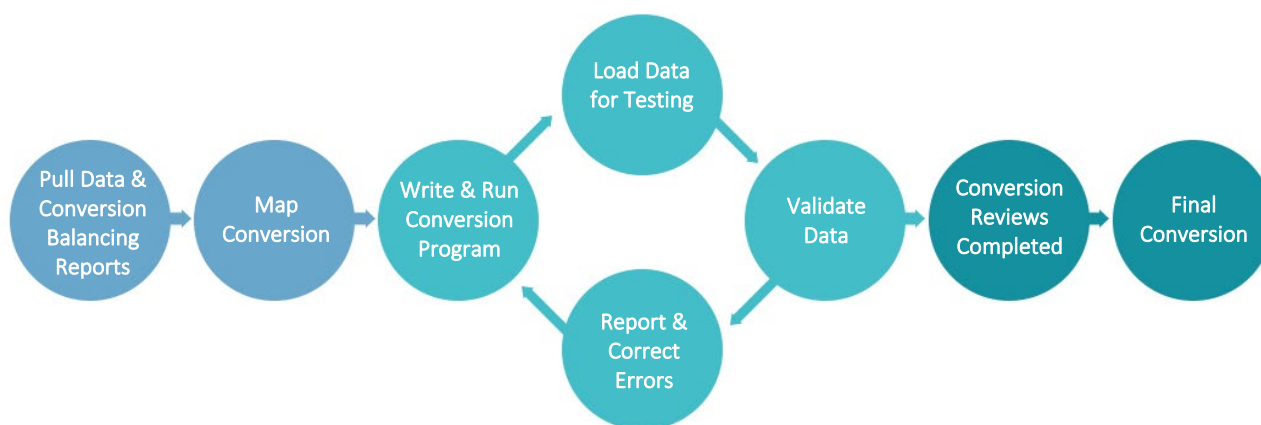
- None

6.3.4 Conversion Delivery

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

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





Objectives:

- Data is ready for production (Conversion).

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



Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City of Abilene will provide a single file layout per source system as identified in the investment summary.
- The City of Abilene subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City of Abilene project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 This work package is not applicable.

6.3.6 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

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

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

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



6.4.1 Solution Validation

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

Objectives:

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

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

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

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

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City of Abilene will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed



identifying risks or actions items to be addressed to ensure the City of Abilene has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City of Abilene will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

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

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

Inputs	Future state decisions
	Go-live checklist

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

Work package assumptions:

- None



6.4.3 End User Training

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

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

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

Objectives:

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

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

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

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

Work package assumptions:

- The City of Abilene project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.



- Tyler will work with the City of Abilene as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Abilene departments.
- The City of Abilene will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

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

Production Readiness stage deliverables:

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

Production Readiness stage acceptance criteria:

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

6.5 Production

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

6.5.1 Go-Live

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

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

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

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

Objectives:

- Execute day to day processing in Tyler software.
- Abilene data available in Production environment.



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

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

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

Work package assumptions:

- The City of Abilene will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City of Abilene business processes required for Go-Live are fully documented and tested.
- The City of Abilene Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City of Abilene Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition



of the City of Abilene onto the Tyler Client Services team, who provides the City of Abilene with assistance following Go-Live, officially transitioning the City of Abilene to operations and maintenance.

Objectives:

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

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

Inputs	Open item/issues List													
Outputs / Deliverables								Acceptance Criteria [only] for Deliverables						
	Client Services Support Document													

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

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

Objectives:

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



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

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

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

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

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

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

Production Stage Acceptance Criteria:

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

6.6 Close

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



6.6.1 Phase Closeout

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

Objectives:

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

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

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

Inputs	Contract
	Statement of Work
	Project artifacts

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



Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

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

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

Objectives:

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

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

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Abilene acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.



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

6.6.3 Control Point 6: Close Stage Acceptance

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

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

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

7. General Assumptions

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

7.1 Project

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

7.2 Organizational Change Management

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



7.3 Resources and Scheduling

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

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City of Abilene is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City of Abilene representatives to identify business rules before writing the conversion. The City of Abilene must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The City of Abilene will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City of Abilene Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City of Abilene is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



7.5 Facilities

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



8. Glossary

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



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



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



Part 4: Appendices

9. Conversion

9.1 Data Conversion Process for Enterprise Environmental Health

9.1.1 Overview

This document is an introduction to the SQL Server EG_Template database and how to populate it. The Full Conversion is the same process, as the Templated. However, with the Full Conversion option, Tyler is responsible for the data import instead of the client. Tyler has proposed the Full Conversion option for this project.

9.1.2 Modularized Design

As with the Enterprise Environmental Health software, the EG_Template db is sectioned into modules. Each contains one master table at the top of the chain (ex. 'permit' for the Permit module). Within each module, various child tables branch below the master table for the associated module (ex. 'permit_address', 'permit_note', etc.).

Some tables cross multiple modules. The most notable of these involve inspections and payment transactions.

The EG_Template database includes database diagrams, which indicate the tables and their relationships to each module.

9.1.3 Required Fields

In the Enterprise Environmental Health software, some fields are "Required Fields," and the associated columns must be populated for records to be written to the Enterprise Environmental Health db. On occasion, these required fields will not be available in the legacy source data, so a simple default value can be written to the EG_Template db to fulfill any NOT NULL constraint.

Dropdown picklist columns restrict the user from entering certain values in the Enterprise Environmental Health db. Conversely, drop-down fields do not have a restriction on values written to the EG_Template db. Therefore, exact spelling or careful matching to the Enterprise Environmental Health configured values is not a requirement for fields intended for Enterprise Environmental Health drop-down fields. Tyler maps the values through a separate table to translate the values to the appropriate Enterprise Environmental Health value during conversion and collaborates with the City of Abilene to validate the resulting mappings during the development phase of the conversion.

9.1.4 Custom Fields (any fields not available in the master table for the module in question)

Most legacy systems have some attribute fields that are not specified in the corresponding master table within EG_Template. Tyler refers to these as custom fields. Within each module exists a child table for such custom fields. Since these fields are specific to the legacy system(s), the City of Abilene may add columns to



these tables in EG_Template to accommodate any needed custom fields in the migration. For example, 'permit_additional_fields' is the table for extra fields relating to the 'permit' records.

9.1.5 Gap Handling (where legacy data doesn't fit anywhere within EG_Template)

On occasion, legacy systems contain special features for which Enterprise Environmental Health does not account in the EG_Template db. As a result, the need may arise to develop a modified solution to address special cases.

9.1.6 Contacts

Contacts generally fall into two categories:

1. Those managed with each person/company having one contact record, kept up to date over time. With this model, there is generally no duplication of contact records (except when created by mistake).
2. Contacts where the user enters the contact attribute info on each permit, case, license, etc. With this model, there is no single master record representing the contact itself and there is likely considerable duplication of contacts.

Enterprise Environmental Health stores contacts as in category 1 above. Tyler migrates contacts put into EG_Template without a master 'contact' record link (category 2 above) into custom field memo boxes to avoid duplication of contacts within the Enterprise Environmental Health contact repository. For example, when populating the permit contacts, for contacts in category 1, input the record into the 'permit_contact' table. Input contacts for category 2 into the 'permit_contact_no_key' table.

9.1.7 Multiple Legacy Data Sources

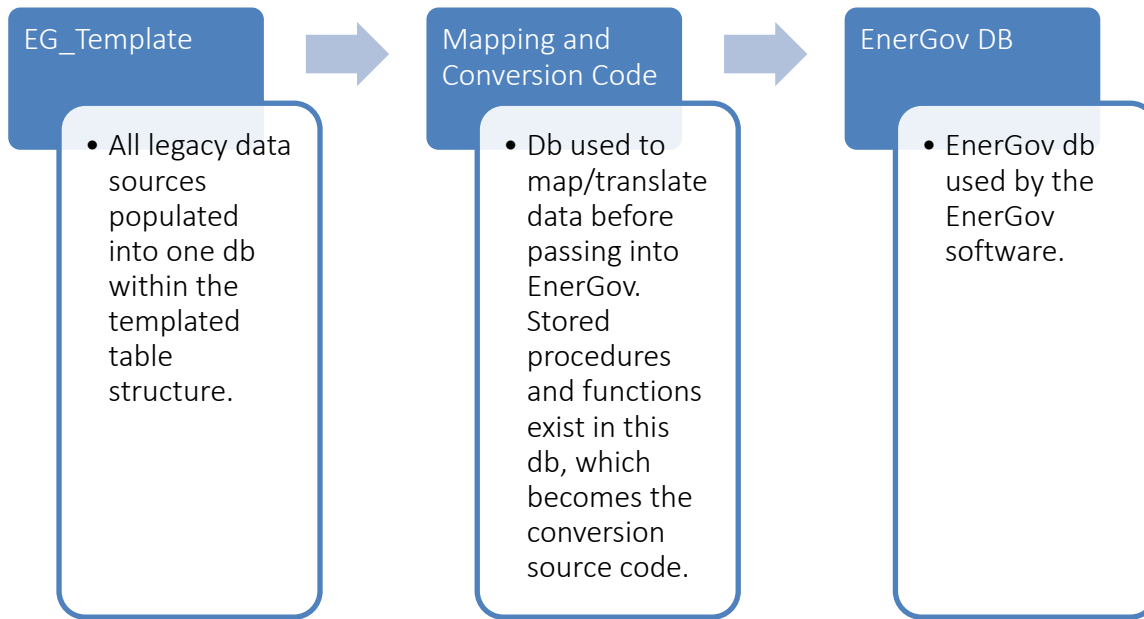
When presenting multiple data sources, ensure population of EG_Template for all data sources. At the main table level, an optional column exists for the legacy data source. Tyler provides this column to easily count or research records originating from a particular legacy data source.

9.1.8 Overall Architecture of Conversion

There are 3 SQL Server databases involved in the conversion process.

1. EG_Template (for legacy data)
3. Enterprise Environmental Health (the production Enterprise Environmental Health db)
4. A database containing all conversion processes and mapping tables; maintained by Tyler's data conversion team. This db translates the data from EG_Template into the Enterprise Environmental Health db.





9.1.9 Progression of Conversion Development Process

Step	Step Name	Responsible Party	Notes
1	Provide empty EG_Template database to client	Tyler	Database format will be SQL Server
2	Load legacy data into template database	Tyler	If there are multiple legacy data sources, all should be loaded into the one template SQL database.
3	Mapping process	Tyler /Abilene	Dependent on completed Enterprise Environmental Health configuration Spreadsheets will be used to communicate mapping values. Mapping questions may arise and both parties may need to discuss these until answers are agreed upon.
4	Import-specific configuration changes to Enterprise Environmental Health	Tyler	Certain fields or values may need to exist for imported records only. These usually require some minor Enterprise Environmental Health configuration changes.
5	Customize conversion scripts	Tyler	Minor customization can be expected for many conversions, based on special requests from client. Any special requests would also be added into the conversion scripts at this time.
6	Conversion execution	Tyler	Resulting Enterprise Environmental Health database will be provided to the City of Abilene.
7	Review and either sign-off or request changes	Abilene	Abilene team will review the data and the interaction with it in the Enterprise Environmental Health software. If it meets the client's needs, sign-off will occur. If not, certain steps above may need to be repeated until the City of Abilene signs off on the conversion.



9.1.10 Progression of Final Conversion Cutover Process (Go-Live)

Step	Step Name	Responsible Party	Notes
1	Load legacy data into template database	Tyler	This should just be an up-to-date extract of the legacy data into the template db.
2	Conversion execution	Tyler	Resulting Enterprise Environmental Health database will be provided to Abilene team. This will be the production Enterprise Environmental Health db.
3	Go-Live	Tyler /Client	Verification of Enterprise Environmental Health db and site functionality - Data Conversion sign-off Move to production phase

9.1.11 Data Import Areas

9.1.11.1 Environmental Health

- Address
- Bulk Permit/Renewal
- Complaint
- Contact
- Establishment Manager
- Event Inspection Special
- Fee Schedule
- Financial Transaction Manager
- Inspection Billing
- Inspection Manager
- Inspector Scheduler
- Owner
- Permit
- Plan Review
- Temporary Permit
- Time Activity

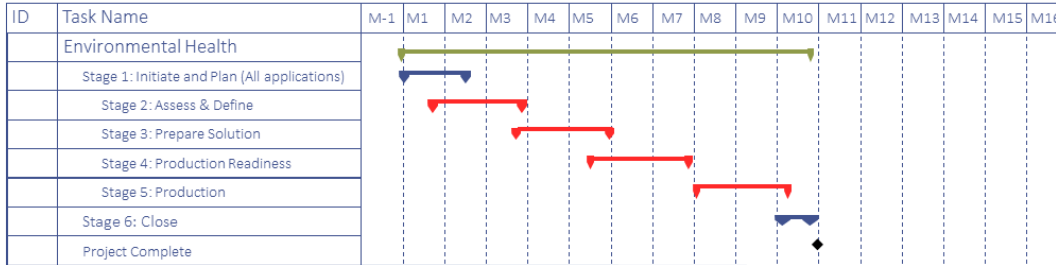
10. Additional Appendices

10.1 This work package is not applicable.



11. Project Timeline

11.1 Environmental Health Implementation Timeline



example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.



Environmental Health Enterprise

March 13, 2025





Sunsetting of DHD

- Tyler Technologies to sunset the Digital Health Department (DHD) platform used by Environmental Health for permitting and inspection documentation of all food establishments, mobile food units, pools/spas, and nuisance complaints
- Data in DHD will not be available past sunset – December 31, 2025
- Tyler Technologies currently offering data conversion from DHD to the new Environmental Health Enterprise (EHE)





Benefits of Environmental Health Enterprise

- Cloud-based software that will provide a more reliable environment due to increased security, automated backups, and server redundancy
- Online portal available to operators to submit applications, apply/renew permits, and view inspection results
- Payments may be made on-line 24/7/365 adding convenience for our customers
- Both standard and customizable reports available
- Inspection results searchable by the public
- Mobile app available for field staff
- Enhanced GIS integration





Cost Breakdown

- Cost for year 1 to be paid using a Health Services Fund Transfer:
 - Implementation: \$125,800
 - Year 1 subscription: \$25,094
 - Travel for Tyler implementation team: \$8,000
 - Total cost for year 1: \$158,894
- Cost for year 2 & 3 to be paid by the Tech Fund:
 - Annual subscription fee: \$25,094
- Total estimated cost of the 3-year contract:
 - \$209,082

*Quote is Sourcewell-compliant





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 3/27/2025

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 6. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving Multiple Contracts with Accurate Air Solutions LLC, Cary Services Inc., and Daikin Applied Americas, Inc. for HVAC Services (*Lesli Andrews*)

GENERAL INFORMATION

City-owned facilities require a significant amount of HVAC maintenance, from inspections to repairs and equipment replacement. We estimate that of the 410 city-managed buildings, approximately 75% have heating or air conditioning needs. Many of these buildings are large and house many employees or other patrons for events and other needs. Loss of HVAC to these buildings becomes a health hazard quickly. When these systems go down, an immediate response is required and often we need the help of a contractor with specialized skills. These types of calls, inspections, and new equipment cost hundreds of thousands of dollars each year. To get the best value for the City, a Request For Proposal (RFP) was issued for help with this work. We feel a contract will save money each year and give us someone to call as the need arises.

The RFP was due on February 20, 2025, and was reviewed by a committee. There were six vendors who submitted a proposal. Accurate Air Solutions LLC., Cary Services, Inc. and Daikin Applied Americas Inc., were selected. The City intends to award these contracts for one (1) year with the option to extend them for four (4) one (1) year terms with the same terms and conditions.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

This will be a not to exceed \$300,000 for each annual contract, not to exceed the budget funded through the City Council.

STAFF RECOMMENDATION

Staff recommends approval authorizing the City Manager to enter into a contract with Accurate Air Solutions, LLC., Cary Services, Inc., and Daikin Applied Americas, Inc. for HVAC Services for the City of Abilene.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 25_3_27 Resolution HVAC Services Cary Services Accurate Air Solutions and Daikin Applied Americas
2. 25_3_27 Accurate Air Solutions Contract
3. 25_3_27 Cary Services Contract
4. 25_3_27 Daikin Applied Americas Contract
5. Overall Grading Sheet for HVAC RFP 2025
6. 25_3_27 Presentation HVAC Contract Services (2)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ACCURATE AIR SOLUTIONS, LLC., CARY SERVICES, INC., AND DAIKIN APPLIED AMERICAS, INC. FOR GENERAL MAINTENANCE, STANDARD REPAIR AND EMERGENCY REPAIR HVAC SERVICES

WHEREAS, on an as needed basis the City of Abilene needs to have a HVAC company facilitate the general maintenance, standard repair and emergency repair HVAC services of City facilities; and

WHEREAS, the City submitted a Request for Proposals resulting in 6 proposals received on February 20, 2025; and

WHEREAS, the City of Abilene desires to enter into contract with Accurate Air Solutions, LLC., Cary Services, Inc., and Daikin Applied Americas Inc. for HVAC services on an as-needed basis.

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 contracts with Accurate Air Solutions, LLC., Cary Services, Inc., and Daikin Applied Americas Inc. for general maintenance, standard repair and emergency repair HVAC services.

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

ADOPTED this 27th day of March 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



SERVICES CONTRACT

This Contract, dated the 27th day of March, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Accurate Air Solutions a LLC. organized under the laws of the State of Texas ("Contractor").

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

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

I. TERMS

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

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

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

IV. TERMINATION

This 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

“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>
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)
___ 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: Lesli Andrews
PO Box 60
Abilene, TX 79604

Contractor - ATTN: John Lomax
PO Box 5817
Abilene, TX 79608

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:

CONTRACTOR

By:

Signed by:

D4E45D20FFC54C2...

Title: John Lomax - Sales

Address: 6737 East Highway 80
Abilene, TX 79601

Phone Number: 325-672-2966 Office

Federal Tax ID #: 462743458

ATTEST:

City Secretary

APPROVED:

City Attorney

ATTEST: (If Corporation)

Corporation's Secretary

Corporate Seal (If available):

ATTACHMENT A

SCOPE OF SERVICES

The contractor shall furnish all labor, equipment, tools, parts, permits and inspections required, materials and supplies required to repair, replace, inspect, and install existing and new HVAC systems as required. This includes the provision of all replacement parts and component systems required for existing building HVAC systems in accordance with all original equipment manufacturer specifications. The services shall include, but not be limited to:

1. General Maintenance – preventative maintenance activities for existing HVAC systems at City owned facilities.
2. Standard Service & Repair – reactive maintenance and repair activities to address failures for existing HVAC systems at City owned facilities.
3. Emergency Service & Repair – reactive maintenance and repair activities during after-hours or weekends to address failures for existing HVAC systems at City owned facilities.
4. Regularly scheduled inspections
5. Turn Key Site Repair-(In House or Subcontractor) to return the work site to original condition, including, but not limited to: concrete, ceramic tile, painting, sheetrock, and electrical.

This contract is going to be multi-awarded to different vendors. All work will be assigned by the Facilities Manager or their designee.

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

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 services and will be paid at a rate of \$(see attached schedule) per hour, or per the attached schedule, not to exceed \$300,000.

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 ____

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 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)

EXHIBIT B

PROPOSAL FORM – REVISED 2/7/25

Company Name: Accurate Air Solutions, LLC.

Legal Structure (Corp/Partner/Proprietor/LLC): LLC Tax ID # 462743458

Principal Office Address: 6737 East Highway 80, Abilene, TX, 79601

Phone/Fax Number: 325-672-2966 Office, 325-267-1550 John Lomax

Contractor License Number: TACLA53299C

Number of Years in Business: 11

Email: johnl@accurateairsolutionsllc.com

Item	Description	Number Employed In Abilene Area	Normal Hourly Rate/Amount	After Hours Rate/Amount	City Observed Holiday Rate/Amount
1.	Class A or B License	80	\$125	\$125	\$125
2.	Certified Technician	4	\$125	\$125	\$125
3.	Registered Technician	5	\$125	\$125	\$125
4.	Markup Percentage - Over Vendor's Cost for Parts, Materials & Supplies	30 %			
5.	Equipment Charge (see separate list)				
	Price Per Unit	Quarterly	Yearly		
6.	Cooling Tower Cleaning	\$ 2,305	\$2,305		
7.	Please use Chiller Spreadsheet				
8.	Inspect and Maintain Boilers Per Factory Recommendations	\$ 865	\$ 865		

Current Chillers- Make, model, and serial could be subject to change. If location, addition, or replacement should happen then the price will follow the closest match bid

	Time		Quantity PM Price	Yearly PM Price	Semiannual Cleaning Price	Seasonal Cleaning Price
Mia Library Coil Cleaning	Time	RTAA125AAYF9HAIIDIBF7DKM	495C26328	\$ 865	\$ 1500	\$ 1150
Main Library PM	Time	RTAA125AAYF9HAIIDIBF7DKM	495C26328	\$ 865	\$ 1500	\$ 1150
Storage/Water Drive Coil Cleaning	Seasons 4	15PK44-092A-DN7	530D4198002	\$ 865	\$ 1500	\$ 1150
Storage/Water Drive PM	Seasons 4	15PK44-092A-DN7	530D4198002	\$ 865	\$ 1500	\$ 1150
Southside Treatment Plant Coil Cleaning	Carrier	30RAN025-EB61DT	1203F23096	\$ 865	\$ 1500	\$ 1150
Southside Treatment Plant PM	Carrier	30RAN025-EB61DT	1203F23096	\$ 865	\$ 1500	\$ 1150
Southside Treatment Plant Coil Cleaning	Carrier	30RAN025-EB61DT	1203F23096	\$ 865	\$ 1500	\$ 1150
Southside Treatment Plant PM	Carrier	30RAN025-EB61DT	1203F23096	\$ 865	\$ 1500	\$ 1150
City Hall Coil Cleaning	Carrier	30RBF21064-LGVKC	2530Q91059	\$ 865	\$ 1500	\$ 1150
City Hall PM	Carrier	30RBF21064-LGVKC	2530Q91059	\$ 865	\$ 1500	\$ 1150
Airport Coil Cleaning	Carrier	30RBF11054-LGVKC	2530Q91035	\$ 865	\$ 1500	\$ 1150
Airport PM	Carrier	30RBF11054-LGVKC	2530Q91035	\$ 865	\$ 1500	\$ 1150
Airport Coil Cleaning	Carrier	30RBF21064-LGVKC	2530Q91044	\$ 865	\$ 1500	\$ 1150
Airport PM	Carrier	30RBF21064-LGVKC	2530Q91044	\$ 865	\$ 1500	\$ 1150
Convention Center PM	McQuay	WMCT500BS-ER-10	STNU12120012	\$ 1650	\$ 4700	
Convention Center PM	McQuay	WMCT500BS-ER-10	STNU12120016	\$ 1650	\$ 4700	
Hamply Wastewater Treatment Plant	Carrier	30RAT02066A36F04-1	1914050532	\$ 865	\$ 1500	\$ 1150



SERVICES CONTRACT

This Contract, dated the 27th day of March, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Cary Services a Inc. organized under the laws of the State of Texas ("Contractor").

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

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

I. TERMS

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

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

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

IV. TERMINATION

This 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.

Type	Amount
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)
___ 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: Lesli Andrews
PO Box 60
Abilene, TX 79604

Contractor - ATTN: J.T. Cary
PO Box 5101
Abilene, TX 79608

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:

CONTRACTOR

Signed by:
By: J.T. Cary
A3F84FFCCBFC41B...
Title: Corporate Sales Manager

Address: 902 Petroleum Drive
Abilene, TX 79602

P.O. BOX 5101
Abilene, TX 79608

Phone Number: 1-888-229-1757

Federal Tax ID #: 75-2623673

ATTEST:

City Secretary

APPROVED:

City Attorney

ATTEST: (If Corporation)

Corporation's Secretary

Corporate Seal (If available):

ATTACHMENT A

SCOPE OF SERVICES

The contractor shall furnish all labor, equipment, tools, parts, permits and inspections that are required, materials and supplies required to repair, replace, inspect, and install existing and new HVAC systems as required. This includes the provision of all replacement parts and component systems required for existing building HVAC systems in accordance with all original equipment manufacturer specifications. The services shall include, but not be limited to:

1. General Maintenance – preventative maintenance activities for existing HVAC systems at City owned facilities.
2. Standard Service & Repair – reactive maintenance and repair activities to address failures for existing HVAC systems at City owned facilities.
3. Emergency Service & Repair – reactive maintenance and repair activities during after-hours or weekends to address failures for existing HVAC systems at City owned facilities.
4. Regularly scheduled inspections
5. Turn Key Site Repair-(In House or Subcontractor) to return the work site to original condition, including, but not limited to: concrete, ceramic tile, painting, sheetrock, and electrical.

This contract is going to be multi-awarded to different vendors. All work will be assigned by the Facilities Manager or their designee.

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

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 services and will be paid at a rate of \$(see attached schedule) per hour, or per the attached schedule, not to exceed \$300,000.

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 ____

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 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)

EXHIBIT B

PROPOSAL FORM – REVISED 2/7/25

Company Name: Cary Services, Inc.

Legal Structure (Corp/Partner/Proprietor/LLC): C-Corp Tax ID # 75-2623673

Principal Office Address: 902 Petroleum Dr. Abilene, TX. 79602

Phone/Fax Number: Office / 888-229-1757 Fax / 325-695-1068

Contractor License Number: TACLA00010407C

Number of Years in Business: 31

Email: JT. Cary@caryservices.com Corporate@caryservices.com

Item	Description	Number Employed In Abilene Area	Normal Hourly Rate/Amount	After Hours Rate/Amount	City Observed Holiday Rate/Amount
1.	Class A or B License	5 *	99.50	149.50	149.50
2.	Certified Technician	1	99.50	149.50	149.50
3.	Registered Technician	18	99.50	149.50	149.50
4.	Markup Percentage - Over Vendor's Cost for Parts, Materials & Supplies	49 %			
5.	Equipment Charge (see separate list)				
	Price Per Unit	Quarterly	Yearly		
6.	Cooling Tower Cleaning	\$ 125.00 **	\$ 8300.00 ***		
7.	Please use Chiller Spreadsheet				
8.	Inspect and Maintain Boilers Per Factory Recommendations	\$225.00 ****	\$1250.00 ****		

* Master Electrical Lisc. - 1

**This visit includes cleaning out any floating debris and intake screen.

***Tower pumped down annually and cleaned. This cost includes pump truck rental and all associated costs.

**** AO Smith boiler 175.00 Qtr. 1000.00 Annual

EQUIPMENT LIST/CHARGE

Equipment Type	Quantity	Age in Years	Standard Charge for Use
Software			
Carrier Chiller Navigator			10.00
AAON USB Link tool and Prism software			10.00
LGMV VRF Monitoring tool and software			10.00
McQuay Chiller software			10.00
Trane Techview software			10.00
Equipment / Temp Cooling			
Pressure Washing trailer	2		50.00
Temp AC unit 5 Ton - Day rate			210.00
Temp AC unit 5 ton Weekly rate			600.00
Temp AC unit 1 ton Day rate			150.00
Temp AC unit 1 ton Weekly Rate			225.00
Specialty Tools			
Combustion Analyser			25.00
Hydronic Manometer			25.00
Flow Hood			25.00
Recovery Machine			50.00
Propress			50.00
Vacuum Pump			35.00
Torch			35.00
Leak Detector			15.00
Rigging setup			50.00
EPA Handling			10.00
Nitrogen			35.00

Current Charges: Make, model, and serial could be subject to change. If location, address, or neighborhood should impact then the price will follow the closest match bid.

Make, Library, Coat Cleaning	Time	Quantity PM Price	Yearly PM Price	Continental Cleaning Price	Workman's Cleaning Price
Make, Library PM	Time	419C7653K	\$ N/A	\$ 550.00	\$ 750.00
Make, Library PM	Time	KTAA125AA17H1AB7B7DKM	419C7653K	\$ 250.00	\$ 1500.00 *
Storage/Warm 130c Coat Cleaning	Storage 4	1519C44-002A-43M7	\$ N/A	\$ N/A	\$ 650.00
Storage/Warm 130c PM	Storage 4	1519C44-002A-43M7	\$ 250.00 **	\$ 1500.00 **	\$ N/A
* To include all supplies					
** Prices not included per Advertisement 3					
Southside Treatment Plant Coat Cleaning	Center	308A1N02S-105A1J7	120D23102	\$ N/A	\$ 400.00
Southside Treatment Plant PM	Center	308A1N02S-105A1J7	120D23102	\$ 150.00	\$ 500.00
Southside Treatment Plant Coat Cleaning	Center	308A1N02S-105A1J7	120D23102	\$ N/A	\$ 400.00
Southside Treatment Plant PM	Center	308A1N02S-105A1J7	120D23102	\$ 150.00	\$ 500.00
City Jail Coat Cleaning	Center	308B71064-10V6C	250C91059	\$ N/A	\$ 800.00
City Jail PM	Center	308B71064-10V6C	250C91059	\$ 300.00	\$ 1500.00
Airport Coat Cleaning	Center	308B71064-10V6C	250C91059	\$ N/A	\$ 800.00
Airport PM	Center	308B71064-10V6C	250C91059	\$ 150.00	\$ 500.00
Airport Coat Cleaning	Center	308B71064-10V6C	250C91059	\$ N/A	\$ 800.00
Airport PM	Center	308B71064-10V6C	250C91059	\$ 150.00	\$ 500.00
Convention Center PM	McQuay	VWMC350JNS-10R.10	571N11120012	\$ 250.00	\$ 1750.00
Convention Center PM	McQuay	VWMC350JNS-10R.10	571N11120012	\$ 250.00	\$ 1750.00
Handy Waterworks Treatment Plant	Center	308A1N006A-10R04.1	1914C30652	\$ 150.00	\$ 600.00



SERVICES CONTRACT

This Contract, dated the 27th day of March, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Daikin Applied Americas Inc, dba Daikin Applied a Inc. organized under the laws of the State of Minnesota ("Contractor").

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

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

I. TERMS

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

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

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

IV. TERMINATION

This 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.

Type	Amount
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)
___ 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: Lesli Andrews
PO Box 60
Abilene, TX 79604

Contractor - ATTN: Nicholas Nelson
3243 Story Rd
Irving, TX 75038

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:

CONTRACTOR

By: 
DocuSigned by:
2CD7FAB9A7AE441...
Title: District Manager

Address: 3243 Story Rd W
Irving, TX 75038

Phone Number: 682-417-2639

Federal Tax ID #: 41-0404230

ATTEST:

City Secretary

APPROVED:

City Attorney

ATTEST: (If Corporation)

Corporation's Secretary

Corporate Seal (If available):

ATTACHMENT A

SCOPE OF SERVICES

The contractor shall furnish all labor, equipment, tools, parts, permits and inspections required, materials and supplies required to repair, replace, inspect, and install existing and new HVAC systems as required. This includes the provision of all replacement parts and component systems required for existing building HVAC systems in accordance with all original equipment manufacturer specifications. The services shall include, but not be limited to:

1. General Maintenance – preventative maintenance activities for existing HVAC systems at City owned facilities.
2. Standard Service & Repair – reactive maintenance and repair activities to address failures for existing HVAC systems at City owned facilities.
3. Emergency Service & Repair – reactive maintenance and repair activities during after-hours or weekends to address failures for existing HVAC systems at City owned facilities.
4. Regularly scheduled inspections
5. Turn Key Site Repair-(In House or Subcontractor) to return the work site to original condition, including, but not limited to: concrete, ceramic tile, painting, sheetrock, and electrical.

This contract is going to be multi-awarded to different vendors. All work will be assigned by the Facilities Manager or their designee.

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

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 services and will be paid at a rate of \$(see attached schedule) per hour, or per the attached schedule, not to exceed \$300,000.

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 ____

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 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)

EXHIBIT B

PROPOSAL FORM -REVISED 2/7 /25

Company Name: Daikin Applied Americas

Legal Structure (Corp/Partner/Proprietor/LLC): C-Corp Tax ID # 41-0404230

Principal Office Address: 3243 Story Rd West, Irving, TX 75038

Phone/Fax Number: 972-988-8053

Contractor License Number: TACLA00064701C

Number of Years in Business: 100

Email: nicholas.nelson@daikinapplied.com

Item	Description	Number Employed in Abilene Area	Normal Hourly Rate/Amount	After Hours Rate/Amount	City Observed Holiday Rate/Amount
1.	Class A or B License	4	\$208	\$312	\$416
2.	Certified Technician	NA	NA	NA	NA
3.	Registered Technician	16	\$208	\$312	\$416
4.	Markup Percentage - Over Vendor's Cost for Parts, Materials & Supplies	30 %			
5.	Equipment Charge (see separate list)				
	Price Per Unit	Quarterly	Yearly		
7.	Cooling Tower Cleaning	\$	\$ 3,050	Semi-Annual Pricing \$1,525 per trip	
8.	Please use Chiller Spreadsheet				See Chiller List
9.	Inspect and Maintain Boilers Per Factory Recommendations	\$	\$	We have elected not to bid the Boilers.	

Current Chillers- Make, model, and serial could be subject to change. If location, addition, or replacement should happen then the price will follow the closest match bid.		Quarterly PM Price	Yearly PM Price	Semiannual Cleaning Price	Semiannual Cleaning Price
Main Library Coil Cleaning	Trane	RTAA125AAYF01AID1BFDKM	495C26528		\$ 1,260.00
Main Library PM	Trane	RTAA125AAYF01AID1BFDKM	495C26528	\$ 810.00	\$ 1,790.00
Storage/Winn Dixie Coil Cleaning	Seasons 4	15PK44-092A-DN7	5300-0198002		\$
Storage/Winn Dixie PM	Seasons 4	15PK44-092A-DN7	5300-0198002	\$	
Southside Treatment Plant Coil Cleaning	Carrier	30RAN02S-EE61DT	1203F23102		\$ 1,260.00
Southside Treatment Plant PM	Carrier	30RAN02S-EE61DT	1203F23102	\$ 580.00	\$ 1,480.00
Southside Treatment Plant Coil Cleaning	Carrier	30RAN02S-EE61DT	1203F23096		\$ 1,260.00
Southside Treatment Plant PM	Carrier	30RAN02S-EE61DT	1203F23096	\$ 580.00	\$ 1,480.00
City Hall Coil Cleaning	Carrier	30RBF21064-LGVKC	2520Q91059		\$ 1,260.00
City Hall PM	Carrier	30RBF21064-LGVKC	2520Q91059	\$ 580.00	\$ 1,480.00

Current Chillers- Make, model, and serial could be subject to change. If location, addition, or replacement should happen then the price will follow the closest match bid.					Quarterly PM Price	Yearly PM Price	Semiannual Cleaning Price	Semiannual Cleaning Price
Airport Coil Cleaning	Carrier	30RBF11054-LGSKC	2520Q91035				\$ 1,260.00	\$ 1,260.00
Airport PM	Carrier	30RBF11054-LGSKC	2520Q91035		\$ 580.00	\$ 1,480.00		
Airport Coil Cleaning	Carrier	30RBF07064-LGVKC	2520Q91044				\$ 1,260.00	\$ 1,260.00
Airport PM	Carrier	30RBF07064-LGVKC	2520Q91044		\$ 580.00	\$ 1,480.00		
Convention Center PM	McQuay	WMC25ODBS-ER.10	STNU12120012		\$ 810.00	\$ 3,050.00		
Convention Center PM	McQuay	WMC25ODBS-ER.10	STNU12120016		\$ 810.00	\$ 3,050.00		
Hamby Wastewater Treatment Plant	Carrier	30RAP02066A56F04-1	1914Q50552		\$ 580.00	\$ 1,480.00	\$ 1,260.00	\$ 1,260.00

EQUIPMENT LIST/CHARGE

Equipment Type	Quantity	Age In Years	Standard Charge for Use
Tube Cleaning Machine			\$ 50
Small Recovery Unit			\$ 75
Large Recovery Unit			\$200
Leak Detector			\$ 25
High Pressure Washer			\$ 40
Gantry/Rigging			\$100
Fan Pump & Alignment Kit			\$100
Air Compressor			\$ 20
Shop Vac			\$ 10
Oil Disposal (Price Per Gallon)			\$ 10
Brazing Materials			\$ 20
Arc Welder			\$ 40
Refrigerant Tank (50lbs)			\$ 5
Refrigerant Tank (125 lbs)			\$ 15
Refrigerant Tank (1000 lbs)			\$ 30
Used Refrigerant Disposal (Price Per Pound)			\$ 5
Flue Gas Analyzer			\$ 50
Vibration Analyzer			\$100
Air Balance			\$ 20
Computer Charge			\$ 25
Voltage Meter			\$ 25

Overall Criteria	Black Plumb/Air	Cary Services	Accurate Air	Trane Services	Daikin Applied	West Techs	Comments
Company and Staff Qualifications (75 Points)	40	75	73	45	63	35	
Company Owned Equipment (15 Points)	10	15	15	5	15	15	
Proposed Service Billing Proposal/Pricing (90 Points)	61	88	90	69	62	40	
Company Experience History and References (30 Points)	17	30	30	25	30	25	
Previous Experience with City of Abilene (60 Points)	35	55	58	10	53	15	
Warranty Coverage for Parts and Labor (30 Points)	25	30	20	30	20	15	
Ranking Score	62.67	97.67	95.33	61.33	81.00	48.33	

Contract HVAC Services





General Information:

- Contract with Accurate Air Solutions, LLC., Cary Services, Inc., and Daikin Applied Americas, Inc. for HVAC maintenance and repairs of City owned facilities.
- City staff submitted a Request for Proposals resulting in 6 proposals received on February 20, 2025 to establish a term contract to provide HVAC maintenance and repairs for City owned facilities on an "as needed" basis.
- The maintenance and repair will include labor, parts, tools, equipment, miscellaneous materials and supervision to facilitate the general maintenance, standard repair and emergency repair.
- The financial impact will be on a case by case basis from the City Council approved General Fund but has the potential to accumulate to \$50,000 or more annually.
- This will be three \$300,000 annual “not to exceed” contracts.
- This is a one year contract with the option to extend for four additional one year terms.





**City Council
Agenda Memo**

City Council Meeting Date: 3/27/2025

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 7. Resolution: Receive a Report, Hold a Discussion and Take Action on City Council Approving the Mayor to Sign Letters of Support for two Habitat and Angler Access Program Grants *(Lesli Andrews)*

GENERAL INFORMATION

The Parks and Recreation Department would like to apply for two \$126,000 Habitat for Angler Access Grants. One for a pier with boat slips for the southeast boat ramp at Lake Fort Phantom Hill and one for a pier with boat slips to replace the current pier at the Lake Kirby boat ramp. The pier for Lake Fort Phantom Hill will be a new addition. The pier for Lake Kirby will replace the current pier that is at the end of life and was damaged in the recent windstorms.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

There is no fiscal impact for the letter of support. If the grant is awarded, there may be some in-kind cost in managing the grant and preparing the sight for the piers.

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

Parks Board was not able to approve the support letter at the March 18, 2025 meeting due to one

member needing to abstain. The grant application is due at the end of March.

ATTACHMENTS:

1. 25_3_27 Resolution TPWD HAAP Grant (1)
2. Mayor HAAP Grant Letter of Support Fort Phantom
3. Mayor HAAP Grant Letter of Support Lake Kirby
4. 25_3_27 Presentation HAAP Grant Phantom and Kirby

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT FOR TWO HABITAT AND
ANGLER ACCESS PROGRAM (HAAP) GRANTS.**

WHEREAS, Parks and Recreation would like to apply for two (2) Habitat and Angler Access Program grants; and

WHEREAS, one pier/boat dock was damaged and at end of life at Lake Kirby; and

WHEREAS, the approved Lake Fort Phantom Hill Master Plan established a need for a pier/boat dock to be installed at the Lake Fort Phantom Hill southeast boat ramp; and

WHEREAS, the requested grant amount of \$126,000 per grant equaling a total award amount of \$252,000 would allow purchase and installation of the piers/boat docks.

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

Part 1: The City Council of the City of Abilene authorizes the Mayor to sign a letter of support for two Habitat and Angler Access Program Grants with the potential to fund up to \$252,000 for the purchase and installation of two piers/boat docks.

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

ADOPTED this 27th day of March 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



March 27, 2025

Panelists
Texas Parks And Wildlife Department
4200 Smith School Road
Austin, TX 78744

Dear Panelists:

I am writing to you as City Mayor on behalf of the City of Abilene to provide a letter of support for the City of Abilene's Habitat and Angler Access Program (HAAP) application for the opportunity to receive grant funds to enhance fishing access.

The City of Abilene's Parks Division will be spearheading the project on the southeast shore of Lake Fort Phantom Hill that would provide an accessible fishing pier to not just City residents, but to all anglers in the surrounding counties.

Please consider this not only an endorsement by our entire City Council but by all that love fishing in this area.

Respectfully,

Weldon Hurt,
Mayor, City of Abilene

Mayor's Office
555 Walnut Street
Abilene, Texas 79601
325.676.6205
ABILENETX.GOV





March 27, 2025

Panelists
Texas Parks And Wildlife Department
4200 Smith School Road
Austin, TX 78744

Dear Panelists:

I am writing to you as City Mayor on behalf of the City of Abilene to provide a letter of support for the City of Abilene's Habitat and Angler Access Program (HAAP) application for the opportunity to receive grant funds to enhance fishing access.

The City of Abilene's Parks Division will be spearheading the project on the northeast shore of Lake Kirby that would provide an accessible fishing pier to not just City residents, but to all anglers in the surrounding counties.

Please consider this not only an endorsement by our entire City Council but by all that love fishing in this area.

Respectfully,

Weldon Hurt,
Mayor, City of Abilene

Mayor's Office
555 Walnut Street
Abilene, Texas 79601
325.676.6205
ABILENETX.GOV





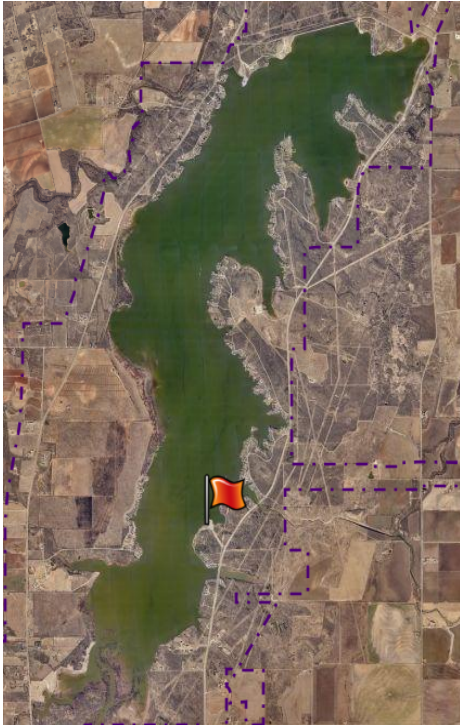
Habitat and Angler Access Program Grants





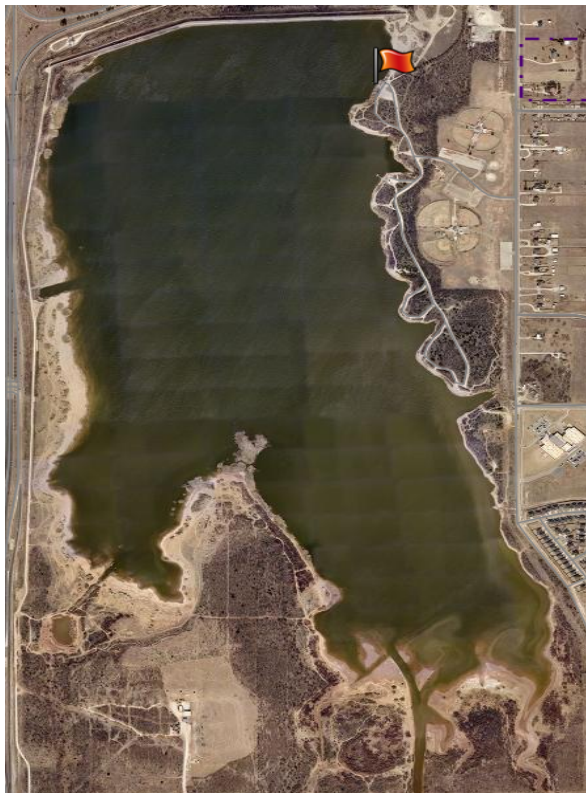
Lake Fort Phantom Hill

- Pier/Dock Installation at Lake Fort Phantom Hill Southeast Boat Ramp
- Approximate Cost: \$126,000





Lake Kirby



- Pier/Dock Improvements at Lake Kirby Northeast Dock
- Approximate Cost: \$126,000





**City Council
Agenda Memo**

City Council Meeting Date: 3/27/2025

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 8. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering into a Contract with Key City Septic Services (Lesli Andrews)

GENERAL INFORMATION

The City of Abilene is in need of a company for the maintenance, repair, and service of grease traps, grit traps, and water separators as needed or required by federal, state, and local rules and regulations. We advertised a Request for Proposals and received two responses on February 27, 2025. The proposals were evaluated and Key City Septic Services was selected as the best value.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The annual contract is for \$49,500 to be paid from the Facilities Division General Fund budget. This contract is a one-year contract with the option to renew for 4 more one-year terms. There is the potential to spend \$247,500 over five years.

STAFF RECOMMENDATION

Staff recommends approval of the Key City Septic Services contract.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 25_3_27 Resolution Key City
2. 25_3_27 Key City Contract
3. Grading Sheet for Grease Taps RFP 2025
4. 25_3_27 Presentation Key City

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH KEY
CITY SEPTIC SERVICES.**

WHEREAS, the City of Abilene is in need of a company for the maintenance, repair, and service of grease traps, grit traps, and water separators as needed or required by federal, state, and local rules and regulations; and

WHEREAS, on February 27, 2025 the City of Abilene received two proposals; and

WHEREAS, the City completed evaluations of all proposals and determined that Key City Septic Services was the best value and low bid; and

WHEREAS, the annual contract is for \$49,500 to be paid from the General Fund budget.

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

Part 1: The City Manager is hereby authorized to enter into a contract with Key City Septic Services for the maintenance, repair, and service of grease traps, grit traps, and water separators as needed or required by federal, state, and local rules and regulations.

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

ADOPTED this 27th day of March 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



SERVICES CONTRACT

This Contract, dated the 27th day of March, 2025, is between the City of Abilene, a home rule municipal corporation of the State of Texas ("City"), and Key City Septic Service a Inc. organized under the laws of the State of Texas ("Contractor").

The purpose of this services contract is to state the terms and conditions under which Contractor will provide grease trap, septic system, and grit trap services to the City during the term stated herein.

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

I. TERMS

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

II. PAYMENT

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

III. MATERIALS AND SUPPLIES

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

IV. TERMINATION

This 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.

Type	Amount
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)
___ 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: Lesli Andrews
PO Box 60
Abilene, TX 79604

Contractor - ATTN: D. Joanne Wilson
PO Box 3196
Abilene, TX 79602

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:

CONTRACTOR

By: 
69F231E703E64BD...
Title: OWNER

Address: PO BOX 3196
ABILENE TX 79604

Phone Number: 325-673-1225

Federal Tax ID #: 1-75-2684307

ATTEST:

City Secretary

APPROVED:

City Attorney

ATTEST: (If Corporation)

Corporation's Secretary

Corporate Seal (If available):

ATTACHMENT A

SCOPE OF SERVICES

Maintenance, repair, and services of grease traps, grit traps, and water separators as needed or required by federal, state, and local rules and regulations. Maintenance, repair, and installation will include labor, parts, tools, equipment, miscellaneous materials, and supervision to facilitate general maintenance, standards repairs, emergency repairs, and installation. All work must be performed in compliance with all applicable laws, regulations, and codes. The contractor will be responsible for obtaining any necessary permits. Pricing schedule attached.

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

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 services and will be paid at a rate of \$(see attached schedule) per hour, or per the attached schedule, not to exceed \$49,500.

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 ____

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 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)

Overall Criteria	Key City Septic	Black Plumbing	Comments
Company and Staff Qualifications (75)	75	75	
Proposed Service Billing Proposal/Pricing (150)	150	115	
Company Experience History and References (75)	70	70	
Ranking Score	98.33	86.67	

Contract Key City Septic Services





General Information:

- Request to contract with Key City Septic Services.
- The City of Abilene is in need of a company for the maintenance, repair, and service of grease traps, grit traps, and water separators as needed or required by federal, state, and local rules and regulations
- On February 27, 2025 the City of Abilene received two proposals.
- The City completed evaluations of all proposals and determined that Key City Septic Services was the best value and low bid.
- The annual contract is for \$49,500 to be paid from the General Fund budget.





**City Council
Agenda Memo**

City Council Meeting Date: 3/27/2025

TO: Honorable Mayor and City Council Members

FROM: Robert Hanna, City Manager

SUBJECT: 9. Resolution: Receive a Report, Hold a Discussion and Take Action on Approving a Commission Agreement with Hardesty Realty Group Regarding Negotiations of Lease Agreement with Chick-fil-A (Robert Hanna)

GENERAL INFORMATION

As part of the lease negotiations with Chick-fil-A regarding the lease of city-owned property located at 4300 Southwest Drive, the City agreed to pay a commission to Hardesty Realty Group upon execution of the lease. The City of Abilene and Chick-fil-A entered into a Lease Agreement on May 24, 2024. The City of Abilene seeks to finalize its agreement with Hardesty Realty Group regarding the negotiations and finalization of the lease agreement with Chick-fil-A. The total payment to Hardesty Realty Group for its fee will be 4% of the total base rent consideration for the 15 year initial term. Based upon the base rent, the fee paid to Hardesty Realty Group will be the sum of \$82,750.00, with ½ payment due upon execution of the lease agreement, and the remaining ½ due upon Chick-fil-A opening for business and paying its first months rent.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the Commission Agreement with Hardesty Realty Group.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2025 Resolution Hardesty Realty Group Commission Agmt
2. Hardesty Realty Group Commission Agreement with City of Abilene TX (3_6_25)
3. Abilene TX - Chick-fil-A Total Consideration
4. HRG Invoice - 1st Half CFA - AbileneTX (3_6_25)
5. Approve Resolution Hardesty Realty Group

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO A COMMISSION AGREEMENT
WITH HARDESTY REALTY GROUP**

WHEREAS, as part of the lease negotiations with Chick-fil-A regarding the lease or city-owned property located at 4300 Southwest Drive, the City agreed to pay a commission to Hardesty Realty Group upon execution of the lease; and

WHEREAS, the City of Abilene and Chick-fil-A entered into a Lease Agreement on May 24, 2024; and

WHEREAS, the City of Abilene seeks to finalize its agreement with Hardesty Realty Group regarding the negotiations and finalization of the lease agreement with Chick-fil-A; and

WHEREAS, the total payment to Hardesty Realty Group for its fee will be 4% of the total base rent consideration for the 15 year initial term; and

WHEREAS, based upon the base rent, the fee paid to Hardesty Realty Group will be the sum of \$82,750.00, with ½ payment due upon execution of the lease agreement, and the remaining ½ due upon Chick-fil-A opening for business and paying its first months rent.

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

Part 1: That the City Council authorizes the City Manager to enter into a Commission Agreement with Hardesty Realty Group regarding lease of 4300 Southwest Dr with Chick-fil-A.

Part 2: That the City Council approves payment of \$41,375.00 to Hardesty Realty Group now, and the remaining payment of \$41,375.00 to Hardesty Realty Group upon Chick-fil-A opening for business and paying its first months rent.

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

ADOPTED this 27th day of March, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



COMMISSION AGREEMENT

THIS COMMISSION AGREEMENT, made this _____ day of _____, 2025 by and between **CITY OF ABILENE**, (Landlord) and **Hardesty Realty Group** (Broker).

WITNESSETH:

WHEREAS, Broker is engaged in negotiations between Landlord and **CHICK-FIL-A, INC.**, (Tenant) a prospective tenant, for the leasing of the approximately **2.59 acres** located at **4300 Southwest Dr Abilene, TX 79606** (Premises) in the City of Abilene, Taylor County, Texas; and

WHEREAS, Broker is a licensed real estate broker and is authorized to engage in said business in the State of Texas; and

WHEREAS, Broker has been authorized by Tenant to enter into and continue negotiations with Landlord on behalf of Tenant; and

WHEREAS, the parties hereto desire to confirm and reduce to writing their entire understanding and agreement with respect to said negotiations;

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties hereto do mutually agree with each other as follows:

1. Upon the full execution of a written Lease Agreement (Lease) between Landlord and Tenant and subject to the terms of this Commission Agreement, Landlord shall pay to Broker, as procuring broker, a leasing commission ("Commission") calculated and payable as follows:
 - A. The Commission to be paid to Broker pursuant to the terms of this Commission Agreement shall be calculated as four percent (4%) of the total base rent consideration of the 15 year initial term.
 - B. Leasing Commissions shall be paid in cash as follows: one-half (1/2) of the leasing commission shall be payable upon Lease Commencement and Tenant waiving all contingencies and one-half (1/2) shall be payable upon Tenant opening for business and paying first months rent. In all cases, if Tenant does not occupy the leased space and open for business and pay the first month's rent and security deposit, then no remaining commission shall have been earned or be payable.
2. In the event of a sale, conveyance or other disposition of any portion of the Landlord's interest in the Premises after the execution of the Lease with Tenant, Landlord shall remain obligated to pay Broker the Commission set forth in Paragraph 1A above, but Landlord shall have no obligation for the payment of any future Commission to Broker arising from any renewal, extension or modification of the Lease.

3. This Agreement shall be binding on the parties hereto. This Agreement contains the entire understanding of the parties and may be changed or modified only by written instrument duly authorized by the parties hereto.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Landlord:

Broker:

CITY OF ABILENE

Hardesty Realty Group

By: _____

By: David Hardesty

Name: _____

Name: David Hardesty

Title: _____

Title: President

Date: _____

Date: Mar 6th, 2025

Texas Broker License #:321980

Years	Rent
1	\$125,000.00
2	\$125,000.00
3	\$125,000.00
4	\$125,000.00
5	\$125,000.00
6	\$137,500.00
7	\$137,500.00
8	\$137,500.00
9	\$137,500.00
10	\$137,500.00
11	\$151,250.00
12	\$151,250.00
13	\$151,250.00
14	\$151,250.00
15	\$151,250.00
	\$2,068,750.00
Total 4%	\$82,750.00
1st Half	\$41,375.00
2nd Half	\$41,375.00



Via Email At: robert.hanna@abilenetx.gov

March 6, 2025

Robert Hanna
City Manager
City of Abilene
555 Walnut Street

RE: Lease Commission Invoice

Tenant: Chick-Fil-A, Inc.

Location: 4300 Southwest Dr Abilene, TX 79606

Commission: 4% of Total Consideration of \$2,068,750.00

Total Commission: \$82,750.00

1st Half Due Now: **\$41,375.00**

Balance Due When Tenant Opens: \$41,375.00

Please make your check payable to or wire instructions are below:

Hardesty Realty Group
Attn: David Hardesty
14228 Midway Road
Suite 204
Dallas, Texas 75244

North Dallas Bank & Trust Co.
Hardesty Realty Group
Account #3221363
Routing #111000960

Thank you.

Approve Commission Agreement with Hardesty Realty Group





**City Council
Agenda Memo**

City Council Meeting Date: 3/27/2025

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **10. Resolution: Receive a Report, Hold a Discussion and Take Action on Amending the Terms of a Chapter 380 Agreement with Chowning Realty LLC to Extend the Expiration of an Economic Development Agreement for 1438 N 6th St. (Tim Littlejohn)**

GENERAL INFORMATION

Amending the terms of the economic development agreement with Chowning Realty LLC for 1438 N 6th St. to extend the expiration timeline in the amount of 12 months.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Amend Chowning Realty 380 Agreement

2. Amendment to Chowning Realty 380 Agmt
3. signed 113-2024 - Approving a Chapter 380 Agreement with Chowning Realty - 1438 N. 6th St
4. 1438 N 6th Extention Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING AN AMENDMENT TO THE CHAPTER 380 AGREEMENT BETWEEN THE CITY OF ABILENE AND CHOWNING REALTY, LLC

WHEREAS, on May 9, 2024, the City of Abilene and Chowning Realty, LLC (“Developer”) entered into a Chapter 380 Economic Development Agreement (“Agreement”) as part of the Rebuild ABI program; and

WHEREAS, the term of the Agreement is the earlier of 12 months or until each party has completed their respective obligations; and

WHEREAS, the Developer has requested an extension of the term of the Agreement for an additional 12 months; and

WHEREAS, the Developer intends to complete the project located at 1438 N 6th St., in Abilene, Taylor County, Texas (the “Project Area”) within this requested additional amount of time.

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

PART 1: That the City of Abilene approves the amendment to the Chapter 380 Economic Development Agreement with Chowning Realty, LLC to extend the term an additional 12 months for a total of 24 months.

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

ADOPTED on the 27th day of March, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

FIRST AMENDMENT TO
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE, TEXAS AND
CHOWNING REALTY, LLC

As part of the Rebuild ABI program, on May 9, 2024, the City of Abilene, Texas (“City”) and Chowning Realty, LLC (“Developer”) entered into a Chapter 380 Economic Development Agreement (“Agreement”), wherein Developer is making improvements to 1438 North 6th Street, Abilene, Texas. City and Developer hereby agree to amend the terms of the Agreement as follows:

“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) twenty-four months from the Effective Date (“Term”).”

No other terms of the Agreement are amended hereby.

AGREED THIS 27th DAY OF March, 2025.

CITY OF ABILENE, TEXAS

DEVELOPER

BY: _____
City Manager

BY:  _____
(signature)
Aaron Chowning Principal

(printed name and title)

Attest:

City Secretary

Approved:

City Attorney

RESOLUTION NO. 113-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING A CHAPTER 380 AGREEMENT BETWEEN THE CITY OF ABILENE AND CHOWNING REALTY

This Economic Development Agreement ("Agreement") is effective as of the 9th day of May, 2024 ("Effective Date"), by and between Chowning Realty, ("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 1438 N 6th 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.

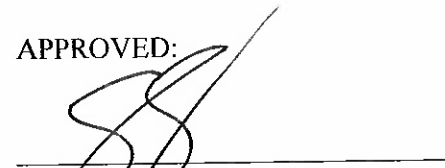
ADOPTED on the 9th day of May, 2024.

ATTEST:

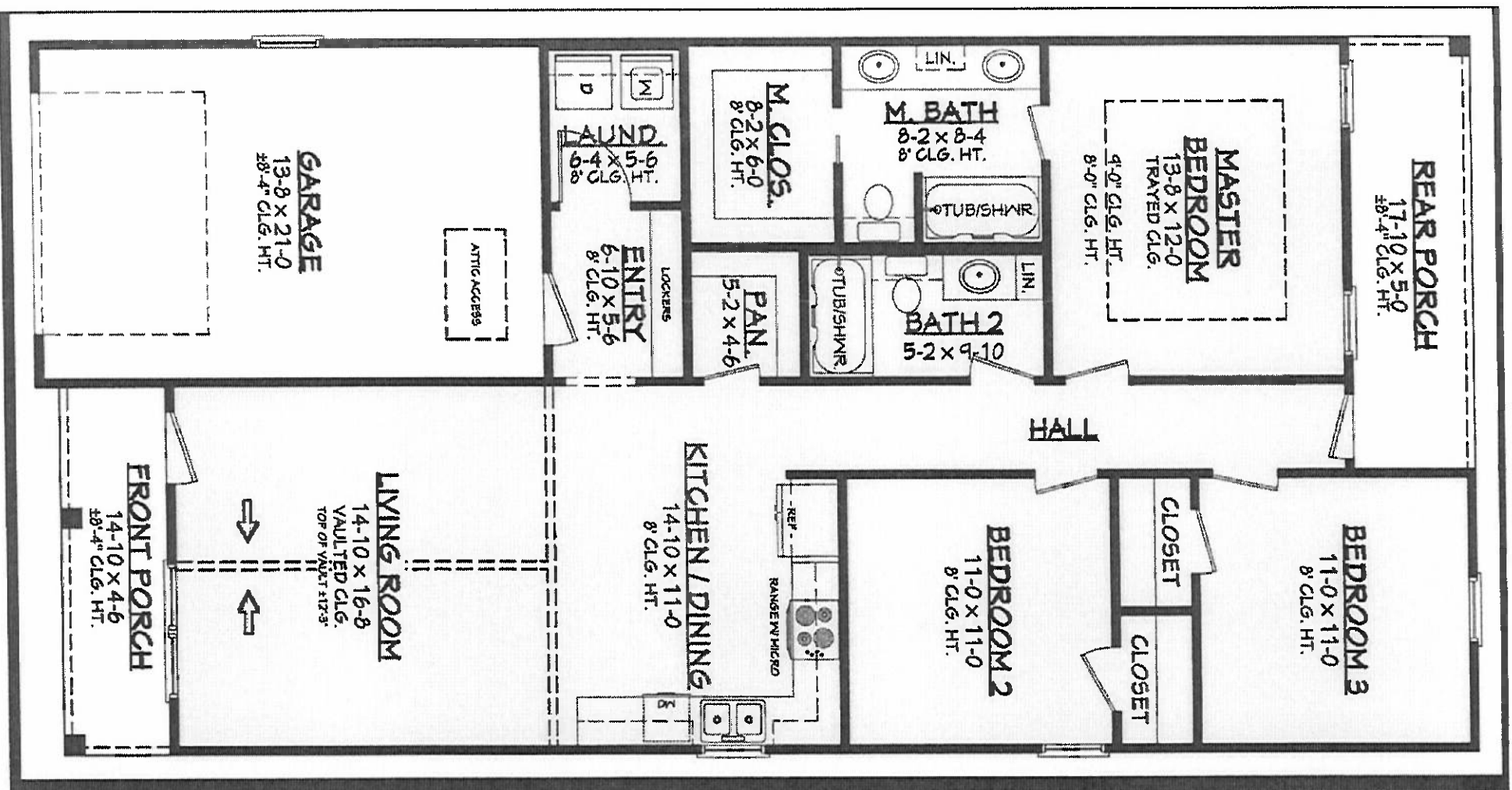

Shawna Atkinson, City Secretary


Weldon Hurt, Mayor

APPROVED:


Stanley Smith, City Attorney





4/29/24, 2:54 PM

As for the square footage, it is 1254 approx. Please reach out if and when you need something from me.

Sincerely,

Aaron Chowning

[Quoted text hidden]

NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF ABILENE AND

Chowning Realty

This Economic Development Agreement ("Agreement") is effective as of the 9 day of MAY, 2024 ("Effective Date"), by and between Chowning Realty ("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 intends to acquire, or has acquired, fee simple ownership of 1438 N. 6th, 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; 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 Chouring Realty, LLC, 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) twelve 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 interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABI program.
 - b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five(5%) percent of the amount

of the sales price of the home, and the home sales price shall not exceed a maximum price of \$203,000.00.

- c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more 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.
- 4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.01(c).

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 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 construct, 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 2 years following closing.

- 5.05 The Developer shall construct the new construction within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to build 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.
- 8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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

AGREED:

DEVELOPER

Channing Realty, LLC
3066 Legends Trail (79604)
325-310-4099

By: Aaron Channing

Name: Aaron Channing

Its: Principle

CITY OF ABILENE

DocuSigned by:

Robert Hanna

E27D700B04444EA...

City Manager

ATTEST:

DocuSigned by:

Shawna Atkinson

C9A607220190428...

City Secretary

APPROVED AS TO FORM:

DocuSigned by:

Stanley Smith

D47F7C82A7BE450...

City Attorney

DS



Resolution

Economic Development Agreement Amendment

1438 N 6th St.





- Chowning Realty is proposing to build a newly constructed affordable home located at 1438 N 6th St.
- Home is approximately 1254 sq.ft.
- 3 bedroom, 2 bathroom, and 1 car garage
- Estimated sales price will not be above \$203,000
- Chowning Realty is requesting an extension to their Ch. 380 to extend the term and allow 12 more months to complete the project.





QUESTIONS





**City Council
Agenda Memo**

City Council Meeting Date: 3/27/2025

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **11. Resolution: Receive a Report, Hold a Discussion and Take Action on Entering Into an Economic Development Agreement with Thornton Custom Homes for a New Single-Family Home Located at 5425 N 10th St. *(Tim Littlejohn)***

GENERAL INFORMATION

Economic development agreement with Thornton Custom Homes for a new single-family home located at 5425 N 10th St for the Rebuild Abi program

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Thornton RESOLUTION NO
2. 5425 N 10th Thornton Custom Homes New Construction Ch 380 agreement

3. Exhibit A
4. City Council Presentation Thornton Homes

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, APPROVING CHAPTER 380 AGREEMENTS BETWEEN THE CITY OF ABILENE AND THORNTON CUSTOM HOMES REGARDING 5425 N 10TH St.

WHEREAS, the Economic Development Agreements (“Agreements”) are effective as of the 27th day of March, 2025, by and between Thornton Homes, ("Developer"), and the CITY OF ABILENE, TEXAS, a home rule city and municipal corporation ("City"), for the purposes and considerations stated below; and

WHEREAS, the City of Abilene adopted Resolution 142-2024 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 5425 N 10th St in Abilene, Taylor County, Texas (the “Project Areas”); and

WHEREAS, the City desires to enter into these Agreements 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 Areas will have a direct and positive economic benefit to the City; and

WHEREAS, the City hereby finds that these Agreements embody 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 agreements upon the terms and conditions as set forth in the attached agreements hereto.

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

ADOPTED on the 27th day of March, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

**NEW CONSTRUCTION ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF ABILENE AND**

Thornton Custom Homes

This Economic Development Agreement ("Agreement") is effective as of the 27th day of March, 2025 ("Effective Date"), by and between Thornton Custom Homes ("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 5425 N. 10th 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; 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 Thornton Custom Homes 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 interim construction financing to the participating eligible lender, on behalf of the Developer, a ten (10%) percent equity contribution of the total interim financing needed for the single-family construction. Lender eligibility is based solely on City accepting the lender into the Rebuild ABI program.

- b. Payable at the time of closing of the final buyer, a five (5%) percent completion grant will be paid to the Developer, such grant being equal to five(5%) percent of the amount of the sales price of the home, and the home sales price shall not exceed a maximum price of \$203,000.00,
 - c. In addition to the equity contribution and completion grant authorized above, the City shall provide without cost to the Developer, at the sole discretion of the City, one or more 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.
- 4.02 In the event the Developer chooses not to use a participating eligible lender, the Developer is eligible to receive a fifteen (15%) percent incentive, payable at the time of closing of the final buyer. Additionally, the Developer is eligible to receive the incentives listed in 4.01(c).

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 construct, 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 construct the new construction within the existing Neighborhood Empowerment Zones of the City, or shall receive written approval from the City Manager, or his or her designee to build 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.

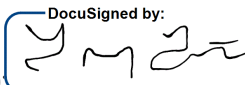
- 8.02 If any provision of this Agreement, or a portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or 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.
- 8.07 This Agreement constitutes the entire agreement of the parties with respect to the matters set forth herein, and supersedes all prior discussions and agreements between the parties.
- 8.08 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.
- 8.09 In the event any legal proceeding is commenced to enforce or interpret provisions of this Agreement, the prevailing party in any such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action.

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

AGREED:

DEVELOPER

Thornton Custom Homes
60 Pinehurst
Abilene, TX 79606
325.669.4227
thorntoncustomhomes@gmail.com

By (signature)  _____

Name (printed): Trey Thornton

Title: Principal

CITY OF ABILENE

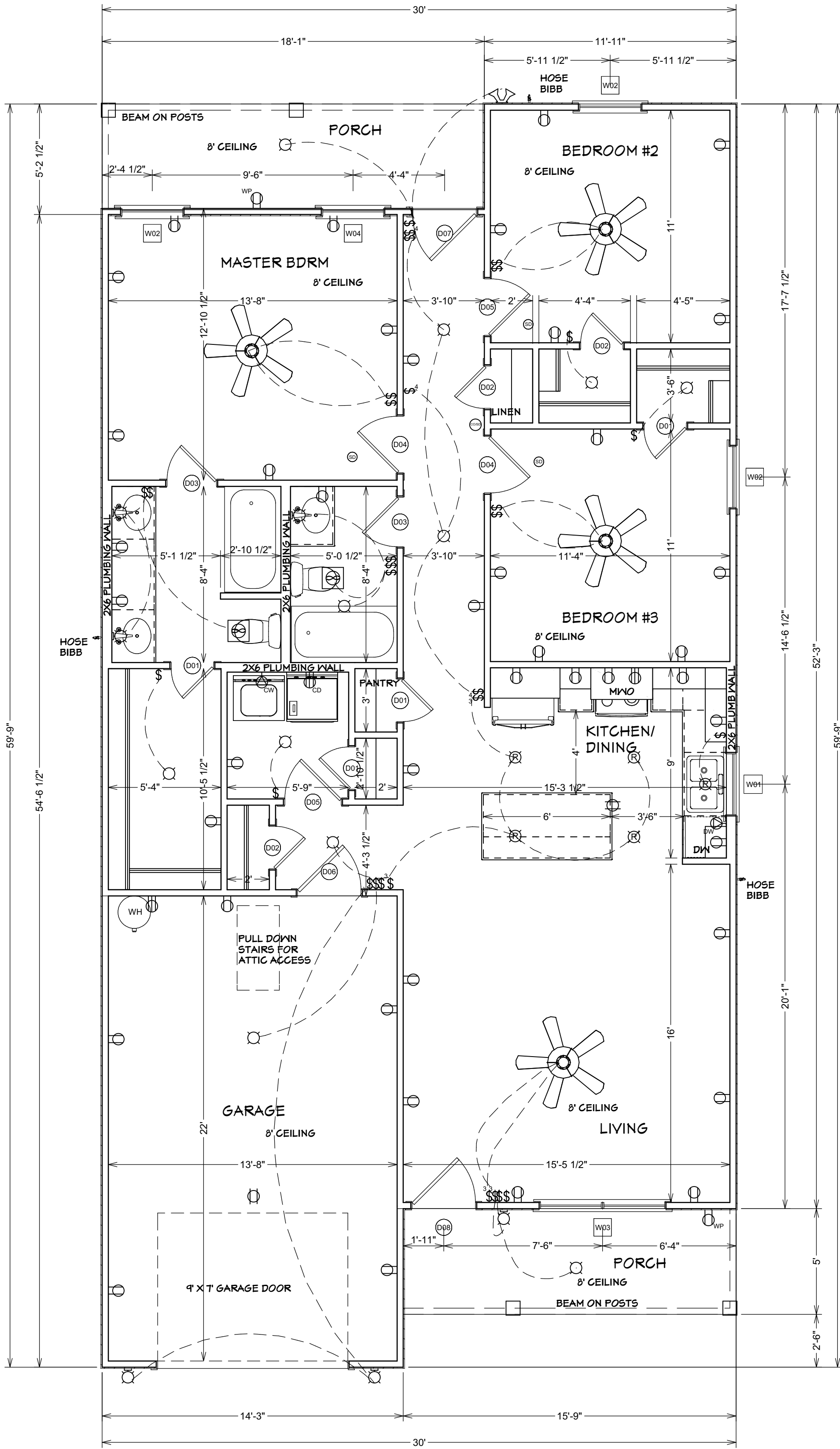
ATTEST:

City Manager

City Secretary

APPROVED AS TO FORM:

City Attorney

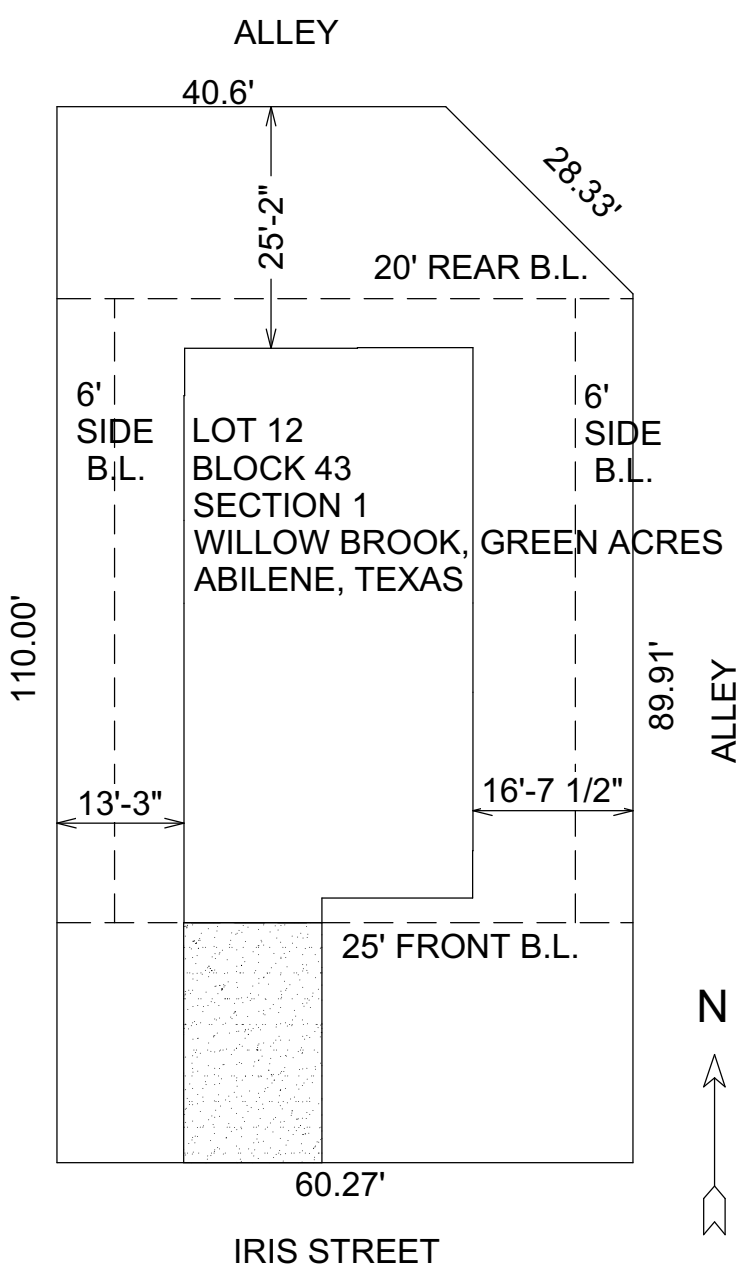


DOOR SCHEDULE					
LABEL	SIZE	TYPE	THICKNESS	COMMENTS	QTY
D01	2068 L IN	HINGED	1 3/8"		4
D02	2068 R IN	HINGED	1 3/8"		3
D03	2468 R IN	HINGED	1 3/8"		2
D04	2868 L IN	HINGED	1 3/8"		2
D05	2868 R IN	HINGED	1 3/8"		2
D06	3068 L EX	HINGED	1 3/4"	FIRE-RATED	1
D07	3068 L EX	HINGED	1 3/4"	GLASS	1
D08	3068 L EX	HINGED	1 3/4"	FRONT ENTRY	1

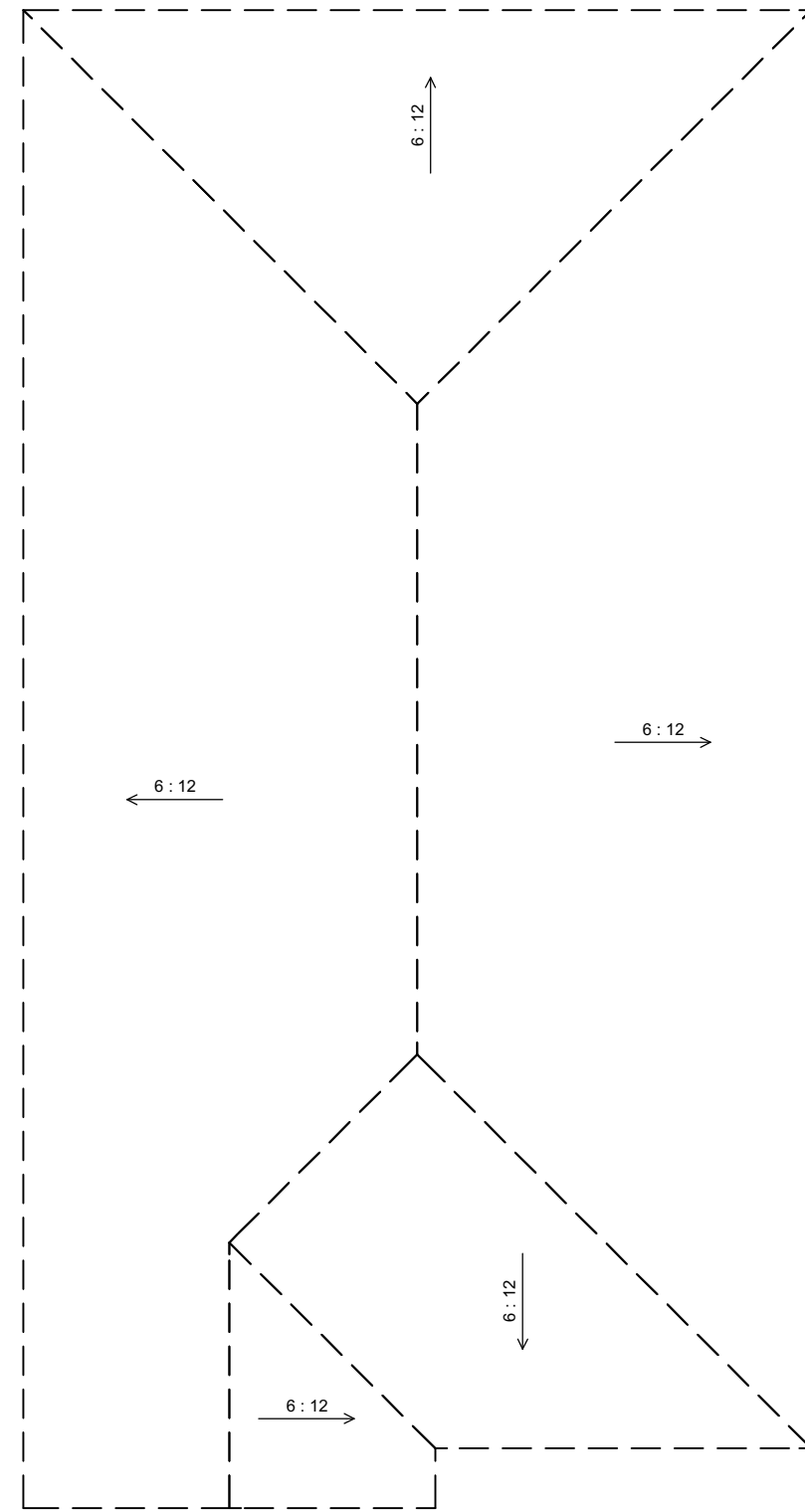
WINDOW SCHEDULE					
LABEL	QTY	SIZE	TOP	COMMENTS	TYPE
W01	1	3030	84"		SINGLE HUNG
W02	3	3050	84"		SINGLE HUNG
W03	1	6050	84"		MULLED UNIT
W04	1	3050	84"		TEMPERED SINGLE HUNG

- NOTES:
1. ALL 8' PLATES.
 2. HVAC IN ATTIC.
 3. VERIFY ALL DIMENSIONS, NOTATIONS, AND DESIGN FOR ACCURACY BEFORE BEGINNING CONSTRUCTION.
 4. STUD WALLS DIMENSIONED AT 3-1/2".

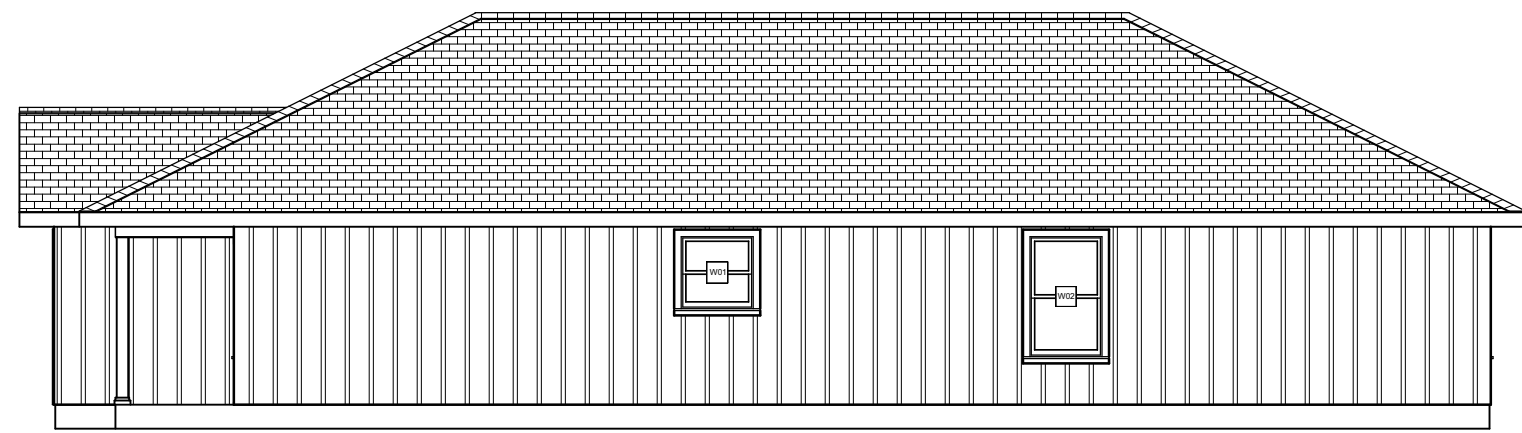
LIVING SQ FT: 1270
PORCHES: 169
GARAGE: 314
TOTAL SLAB SQ FT: 1753



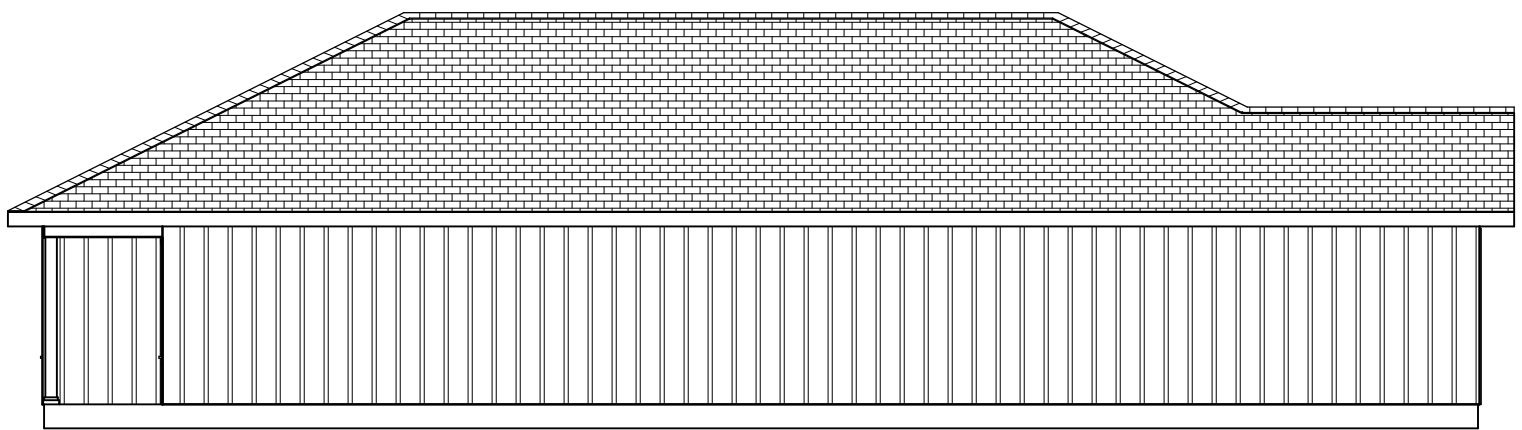
PLOT PLAN 1 in = 20 ft



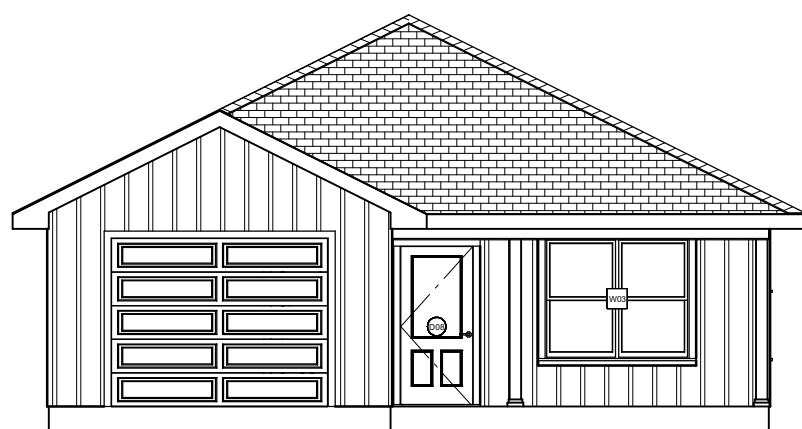
ROOF PLAN 1/8 in = 1 ft



RIGHT ELEVATION



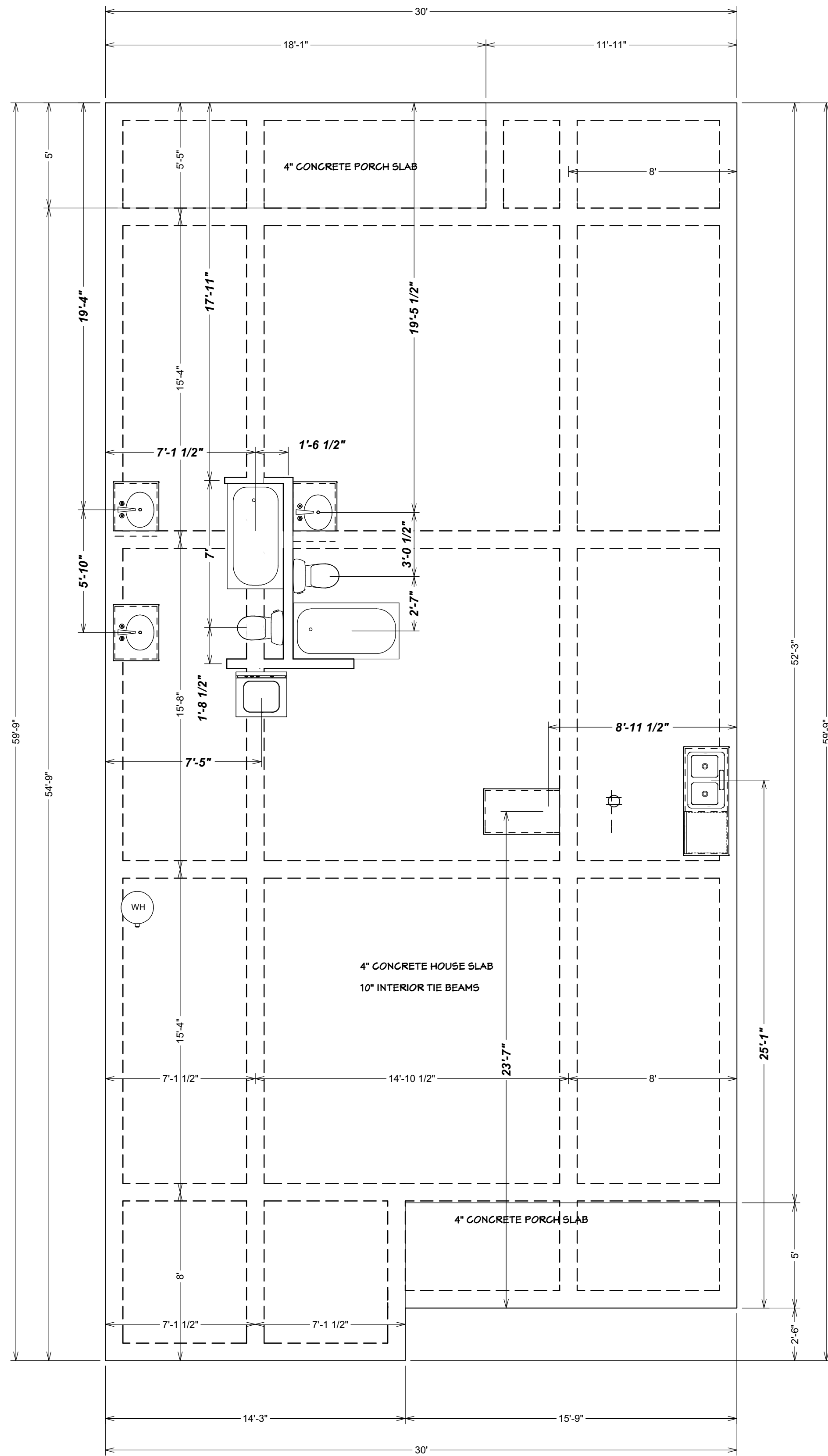
LEFT ELEVATION



FRONT ELEVATION 1/8 in = 1 ft



REAR ELEVATION



CONCRETE AREA
1753 SQ FT

3218 IRIS STREET

THORNTON CUSTOM HOMES			
Date: MAY 2023	Scale: 1/4" = 1'	1270 Sq. Ft.	gpr
FLOOR, PLOT, ROOF, FOUNDATION, AND ELEVATIONS			
Page #: 1 OF 1		Drawing #: THORNTON-23-1270	

FLOOR PLAN 1/4 in = 1 ft

Resolution

Economic Development Agreement





- Thornton Custom Homes is proposing to build a newly constructed affordable home located at 5425 N 10th St
- Homes are approximately 1270 sq.ft.
- 3 bedroom, 2 bathroom, and 1 car garage
- Estimated sales price will not be above \$203,000





QUESTIONS





**City Council
Agenda Memo**

City Council Meeting Date: 3/27/2025

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **12. Ordinance (First Reading) TC-2025-01: Receive a Report, Hold a Discussion and Take Action a Request from the Adjacent Owner, to Abandon Certain Portions of Hickory Street and North 21st Street. Located at the 1300 to 1400 Blocks of North 21st Street and Hickory Street Extending 420 Feet South of the Intersection of North 21st Street and Hickory Street Abilene, Taylor County, Texas *(Tim Littlejohn)***

GENERAL INFORMATION

Hendrick intends to close a portion of N 21st Street and Hickory Street adjacent to their property to facilitate pedestrian access from the proposed parking lot located around Compere Blvd. The applicant has proposed two roundabouts near the proposed closed streets as shown on their provided conceptual plan.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends **approval** of this request with conditions:

1. The subject right-of-way, and all adjoining properties, shall be platted in accordance with the City of Abilene's Standards
2. The property owners shall grant easements for all existing utilities or relocate them at the

owners' expense.

3. Any public improvements shall meet all applicable City of Abilene standards for design.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. Hendrick Health - Hickory Street Modification Design
4. Initial DRC Review
5. SP-2024-55 (Needs Address) - Initial
6. Presentation

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR ABANDONMENT OF CERTAIN PORTIONS OF PUBLIC RIGHTS-OF-WAY FOR THESE PORTIONS OF NORTH 21ST STREET EXTENDING WEST FROM HICKORY STREET TO SIMMONS AVENUE AND HICKORY STREET EXTENDING SOUTH FROM NORTH 21ST STREET; PROVIDING FOR TERMS AND CONDITIONS OF SUCH ABANDONMENT AND CALLING A PUBLIC HEARING.

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

PART 1: That the following described portions of public right-of-way for the subject right-of-way, as described on Exhibit "A" attached hereto and made part of this ordinance for all purposes, be and the same are hereby abandoned, vacated and closed insofar as the right, title or easement of the City of Abilene is concerned, subject to conditions as stated herein.

PART 2: That said portions of public right-of-way is not needed for the City of Abilene's purposes, and it is in the City of Abilene's interest to abandon the above described portions of public rights-of-way, specifically to the State of Texas, for the purpose of expanding its highway improvements therein.

PART 3: That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tract of land specifically described in Part 1 of this ordinance, and shall be construed only to that interest the governing body of the City of Abilene may legally and lawfully abandon.

PASSED ON FIRST READING THE 27th day of March, 2025.

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 14th day of February, 2025, the same being more than fifteen (15) days prior to a public hearing to be held at the Council Chambers in City Hall at 555 Walnut St. Abilene, Texas, at 8:30 a.m. on the 10th day of April, 2025, to permit the public to be heard prior to final consideration of this ordinance.

PASSED ON FINAL READING THIS 10th day of April, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

The City of Abilene hereby abandons the following portions of right-of-way:

A portion of North 21st Street extending west from Hickory Street to Simmons Avenue and Hickory Street extending south from N 21st Street 420 feet Abilene, Texas; subject to the following conditions.

1. The subject right-of-way, and adjoining properties, shall be platted in accordance with the City of Abilene's Standards
2. The property owners shall grant easements for all existing utilities or Relocated at the owners' expense
3. Any public improvements shall meet all applicable City of Abilene standards for design
4. Revised drainage plan provided to Public Works
5. Maintenance agreement provided for maintenance of island
6. Approval from Fire Marshal's office for emergency vehicle access



THOROUGHFARE CLOSURE TC-2025-01 STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: March 4, 2025
City Council 1st Reading: March 27, 2025
City Council 2nd Reading: April 10, 2025

Applicant

Hedrick Medical Center

Case Manager

Adam Holland, Planner

Request

Abandon two portions of right-of-way along N 21st Street and Hickory Street.

Background

Hendrick intends to close a portion of N 21st Street and Hickory Street adjacent to their property to facilitate pedestrian access from the proposed parking lot located around Compere Blvd. The applicant has proposed two roundabouts near the proposed closed streets as shown on their provided conceptual plan.

Assessment

The Development Review Committee reviewed this request and made several comments.

The Fire Department noted that adequate fire access must be retained along hickory

Water Utilities require that any utilities remain in appropriate easements or that utility lines be relocated in accordance with approved plans.

Engineering shares utility concerns with the water department while additional concerns stem from drainage, pedestrian access, and roundabout design.

The full comments from the DRC shall be included with this report.

P&Z Recommendation

P&Z recommends **approval** of this request with conditions:

- 1.The subject right-of-way, and adjoining properties, shall be platted in accordance with the City of Abilene's Standards
- 2.The property owners shall grant easements for all existing utilities or Relocated at the owners' expense
- 3.Any public improvements shall meet all applicable City of Abilene standards for design
4. Revised drainage plan provided to Public works
5. Maintenance agreement provided for maintenance of island
6. Approval from Fire Marshal's office for emergency vehicle access

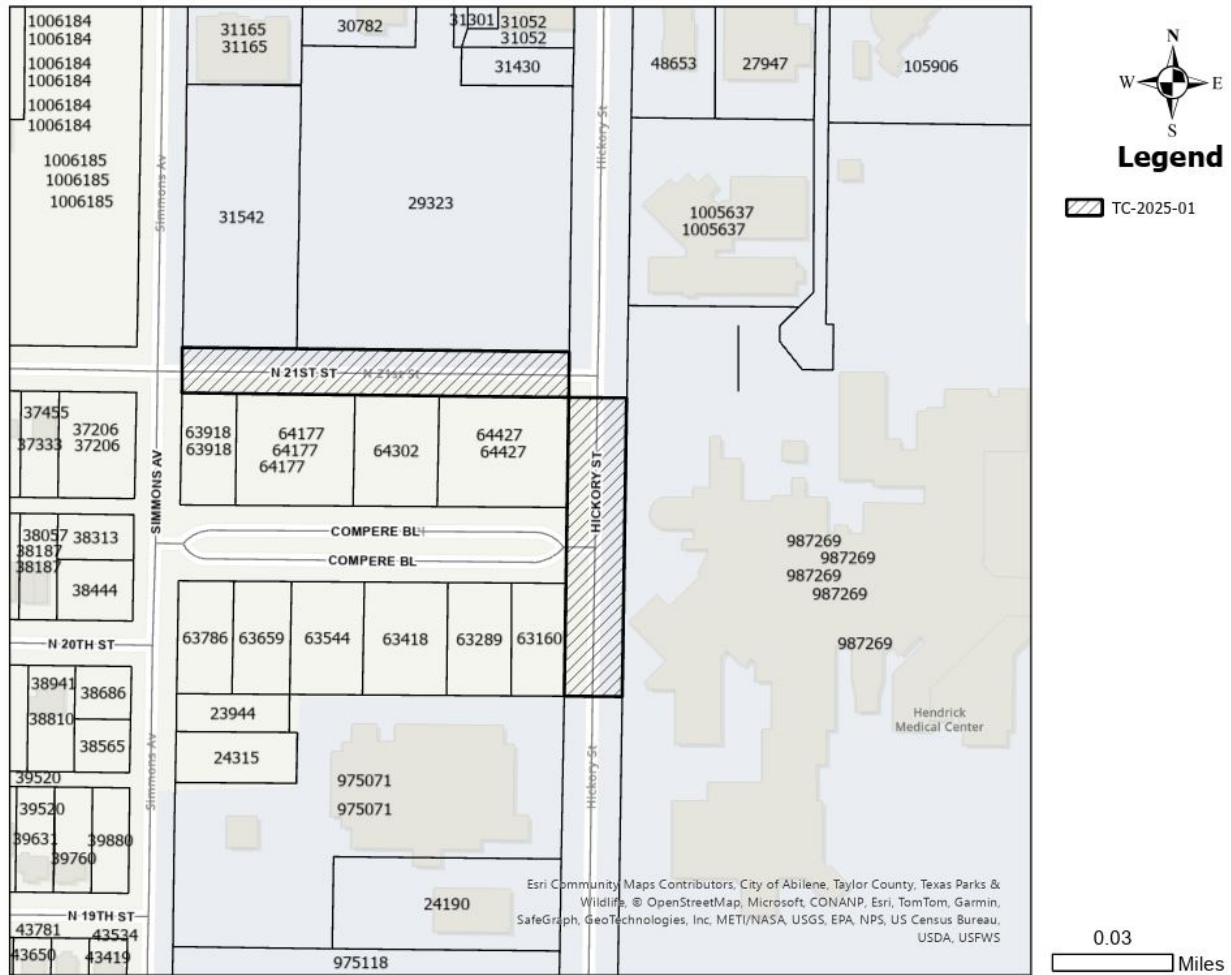
Notification**F- Favor****O- Opposed****Property Owner**

OWNER	SITUS	PROP_ID	RESPONSE
HENDRICK HEALTH SYSTEM	2010 SIMMONS AV	38313	
HENDRICK HEALTH SYSTEM	1317 COMPERE BL	63418	
HENDRICK MEDICAL CENTER	1518 N 21ST ST	1006185	
HENDRICK MEDICAL CENTER	2118 SIMMONS AV	1006185	
HENDRICK MEDICAL CENTER	1502 N 21ST ST	1006185	
HENDRICK MEDICAL CENTER	2100 HICKORY ST	29323	
HENDRICK MEDICAL CENTER	2018 SIMMONS AV	37206	
HENDRICK MEDICAL CENTER	1505 N 21ST ST	37206	
HENDRICK MEDICAL CENTER	1401 N 21ST ST	64177	
HENDRICK MEDICAL CENTER	1400 1/2 COMPERE BL	64177	
HENDRICK MEDICAL CENTER	1400 COMPERE BL	64177	
HENDRICK MEDICAL CENTER	1313 COMPERE BL	63289	
HENDRICK MEDICAL CENTER	1934 HICKORY ST	975071	
HENDRICK MEDICAL CENTER	1909 SIMMONS AV	975071	
HENDRICK MEDICAL CENTER	1301 COMPERE BL	63160	
HENDRICK MEDICAL CENTER	1240 N 21ST ST	1005637	
HENDRICK MEDICAL CENTER	2149 HICKORY ST	1005637	
HENDRICK MEDICAL CENTER	1302 COMPERE BL	64427	
HENDRICK MEDICAL CENTER	1301 N 21ST ST	64427	
HENDRICK MEDICAL CENTER	2149 SIMMONS AV	31542	
HENDRICK MEDICAL CENTER	1818 PINE ST	987269	
HENDRICK MEDICAL CENTER	1900 PINE ST	987269	
HENDRICK MEDICAL CENTER	2000 PINE ST	987269	
HENDRICK MEDICAL CENTER	1924 PINE ST	987269	
HENDRICK MEDICAL CENTER	2041 HICKORY ST	987269	
HENDRICK MEDICAL CENTER	1418 COMPERE BL	63918	
HENDRICK MEDICAL CENTER	1418 1/2 COMPERE BL	63918	
HENDRICK MEDICAL CENTER	1318 COMPERE BL	64302	
MAJKUT KENNETH P & LINDA	1515 N 21ST ST	37333	

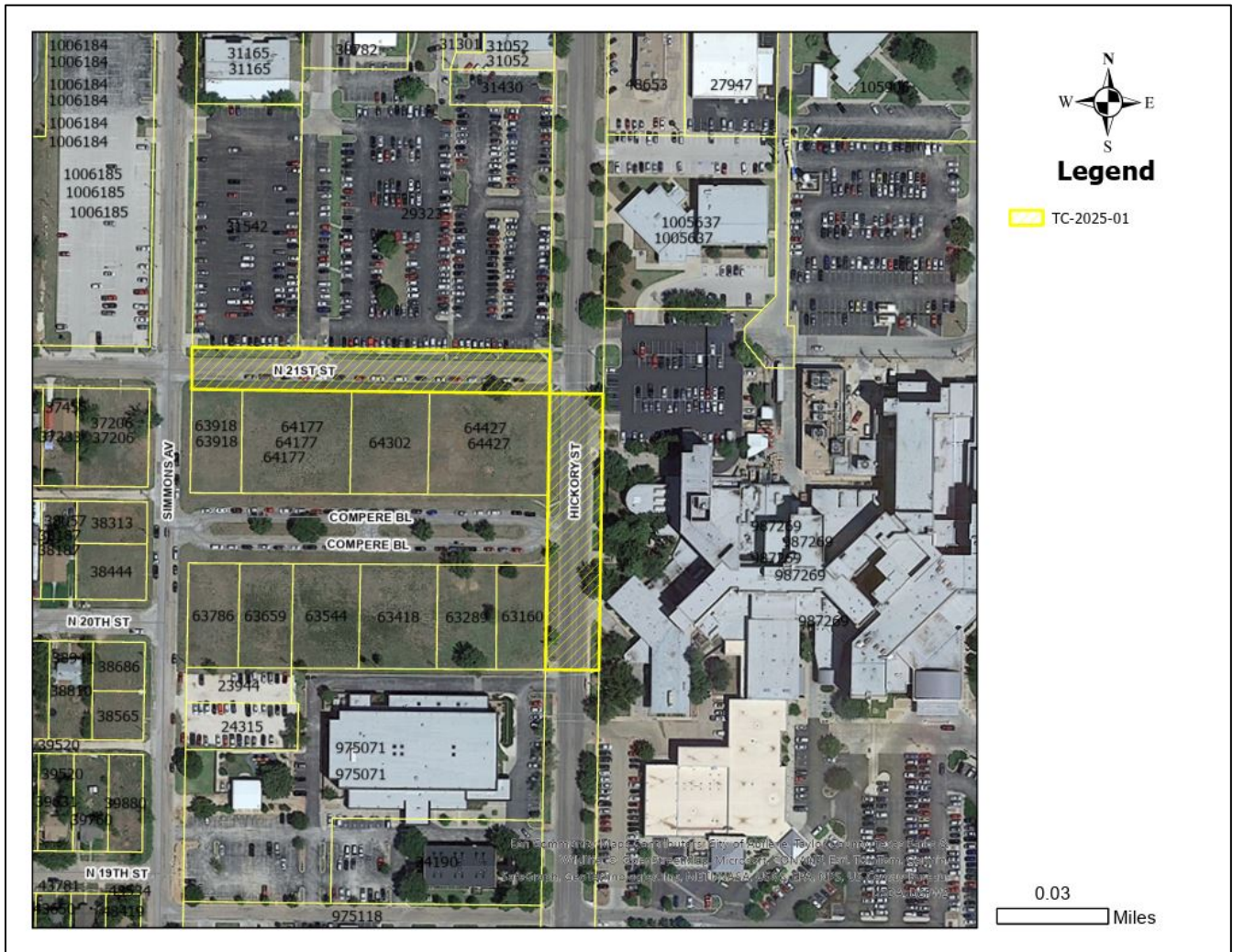
Prop ID

OWNER	SITUS	PROP_ID	RESPONSE
HENDRICK MEDICAL CENTER	2100 HICKORY ST	29323	
HENDRICK MEDICAL CENTER	2149 SIMMONS AV	31542	
HENDRICK MEDICAL CENTER	2018 SIMMONS AV	37206	
HENDRICK MEDICAL CENTER	1505 N 21ST ST	37206	
MAJKUT KENNETH P & LINDA	1515 N 21ST ST	37333	
HENDRICK HEALTH SYSTEM	2010 SIMMONS AV	38313	
HENDRICK MEDICAL CENTER	1301 COMPERE BL	63160	
HENDRICK MEDICAL CENTER	1313 COMPERE BL	63289	
HENDRICK HEALTH SYSTEM	1317 COMPERE BL	63418	
HENDRICK MEDICAL CENTER	1418 COMPERE BL	63918	
HENDRICK MEDICAL CENTER	1418 1/2 COMPERE BL	63918	
HENDRICK MEDICAL CENTER	1401 N 21ST ST	64177	
HENDRICK MEDICAL CENTER	1400 1/2 COMPERE BL	64177	
HENDRICK MEDICAL CENTER	1400 COMPERE BL	64177	
HENDRICK MEDICAL CENTER	1318 COMPERE BL	64302	
HENDRICK MEDICAL CENTER	1302 COMPERE BL	64427	
HENDRICK MEDICAL CENTER	1301 N 21ST ST	64427	
HENDRICK MEDICAL CENTER	1934 HICKORY ST	975071	
HENDRICK MEDICAL CENTER	1909 SIMMONS AV	975071	
HENDRICK MEDICAL CENTER	1818 PINE ST	987269	
HENDRICK MEDICAL CENTER	1900 PINE ST	987269	
HENDRICK MEDICAL CENTER	2000 PINE ST	987269	
HENDRICK MEDICAL CENTER	1924 PINE ST	987269	
HENDRICK MEDICAL CENTER	2041 HICKORY ST	987269	
HENDRICK MEDICAL CENTER	1240 N 21ST ST	1005637	
HENDRICK MEDICAL CENTER	2149 HICKORY ST	1005637	
HENDRICK MEDICAL CENTER	1518 N 21ST ST	1006185	
HENDRICK MEDICAL CENTER	2118 SIMMONS AV	1006185	
HENDRICK MEDICAL CENTER	1502 N 21ST ST	1006185	

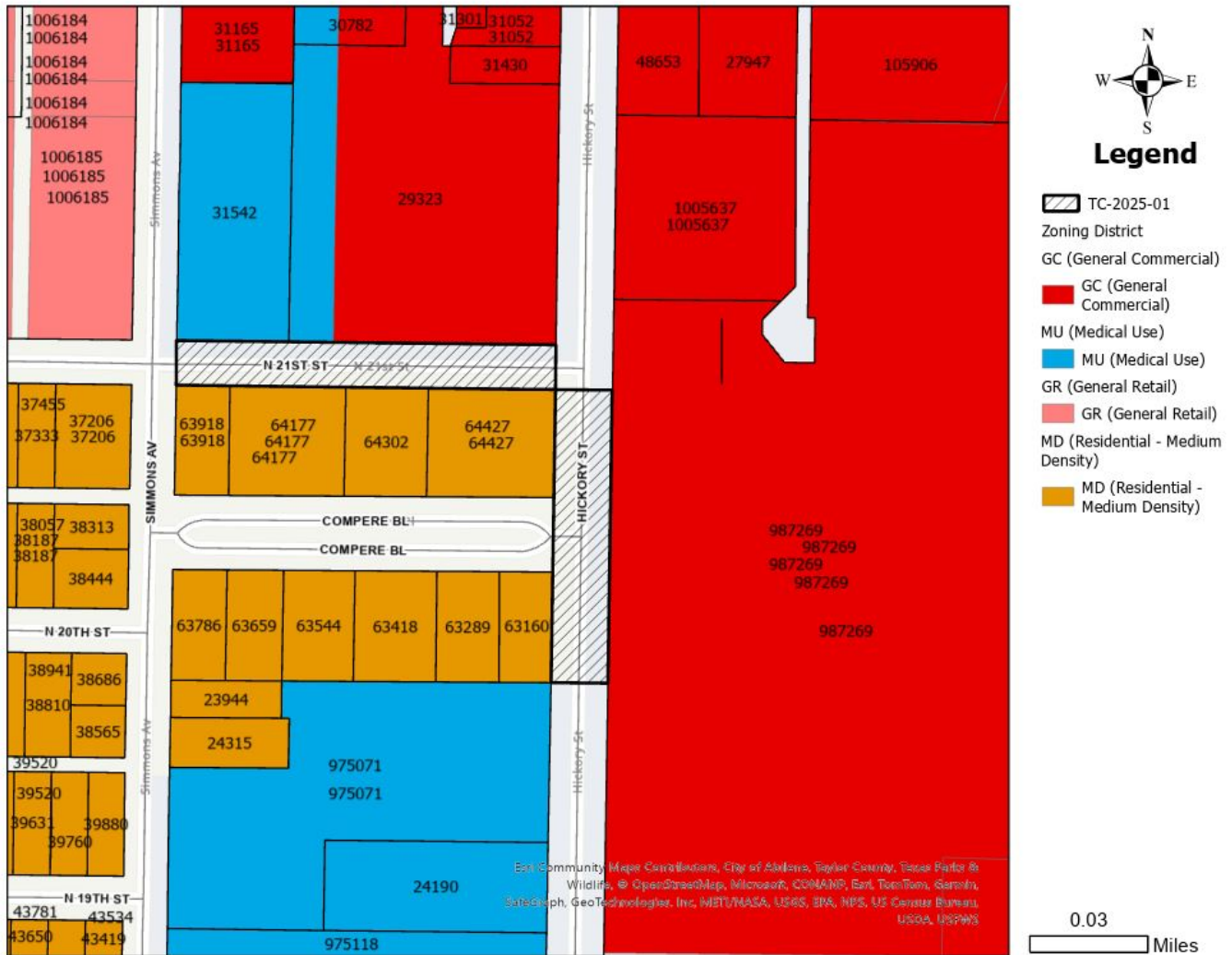
LOCATION MAP



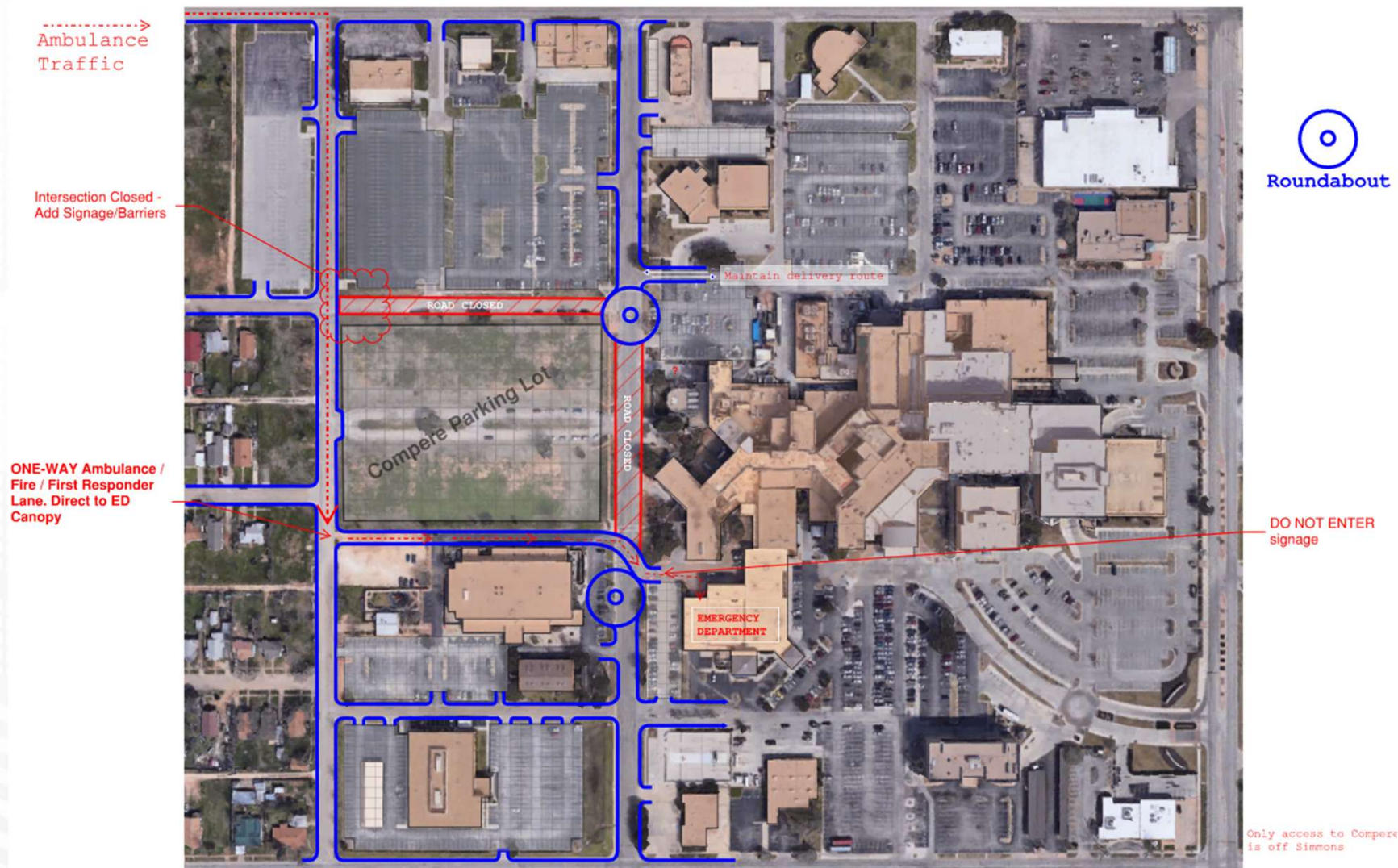
AERIAL MAP



ZONING MAP



Hendrick Health - Hickory Street Closure Design



Comments List

Project Type: Thoroughfare Closure Application | **ID #** 25-000020



Alva Walker

Public Works, Jan 31, 2025 at 11:00 AM ago

Alva Walker III, P.E.

Trey

Utility Engineer

alva.walker@abilenetx.gov

325-721-3126

1. Is this a temporary closure? Or permanent?

If it is permanent, the comments are as follows:

1. Any water and sanitary sewer mains will remain in N 21st and Hickory, a 20' utility easement will be required for each main.
 2. If the plan is to abandon any water lines, no deadened mains can be created as a result of the abandonment.
 3. Any public main improvements/relocations will require Construction Plans. Construction Plans must be approved and construction completed prior to the approval/release of the closure.
-

**Richard Harbert**

Jan 31, 2025 at 12:00 PM ago

Richard Harbert - Engineering

- Coordinate with Trey Walker for utility requirements.
- N 21st has drainage that travels along it, Engineering needs to be provided with a plan to show how that would be accounted for.
- Please provide vehicle tracking to ensure that firetrucks can make the proposed turn on Hickory St from the proposed emergency lane.
- Crosswalk is shown across Hickory on EHT's drainage plan for the Compere parking lot. Please provide clarification as to what will happen with this.
- With regards to the road closures, will Hendrick be removing the pavement? Please provide more information regarding this.
- Maintenance agreement will need to be provide to the City of Abilene. The City will not be taking responsibility for the proposed turnaround island.
- A revised drainage plan will need to be submitted from EHT due to potential site layout revisions for the Compere parking lot.
- Provide more detail/dimensions for the roundabouts.
- Provide details for how traffic will be stopped from entering the one-way emergency lane.
- Platting may become an issue if the proposed turnarounds encroach onto adjacent properties .

Steve Keith

Permits & Inspections, Feb 03, 2025 at 8:46 AM ago

Steve Keith

Traffic Services

Comment: See Engineerings comments.

Jeremy Williams

Permits & Inspections, Feb 03, 2025 at 1:43 PM ago

Access to Hickory must be provided to the Abilene Fire Department to provide adequate fire protection to those buildings located along Hickory Street.



THOROUGHFARE CLOSURE

Case:	TC-2025-01
Applicant:	Hedrick Medical Center
Requests:	To abandon certain portions of N 21 st Street and Hickory Street
Location:	1300-1400 block of N 21 st Street and Hickory Street extending south 420 feet of the intersection of N 21 st street and Hickory Street
Notification:	0 in Favor, 0 in Opposition
Planning & Zoning:	March 4, 2025
Council Hearing:	March 27, 2025 April 10, 2025





Legend

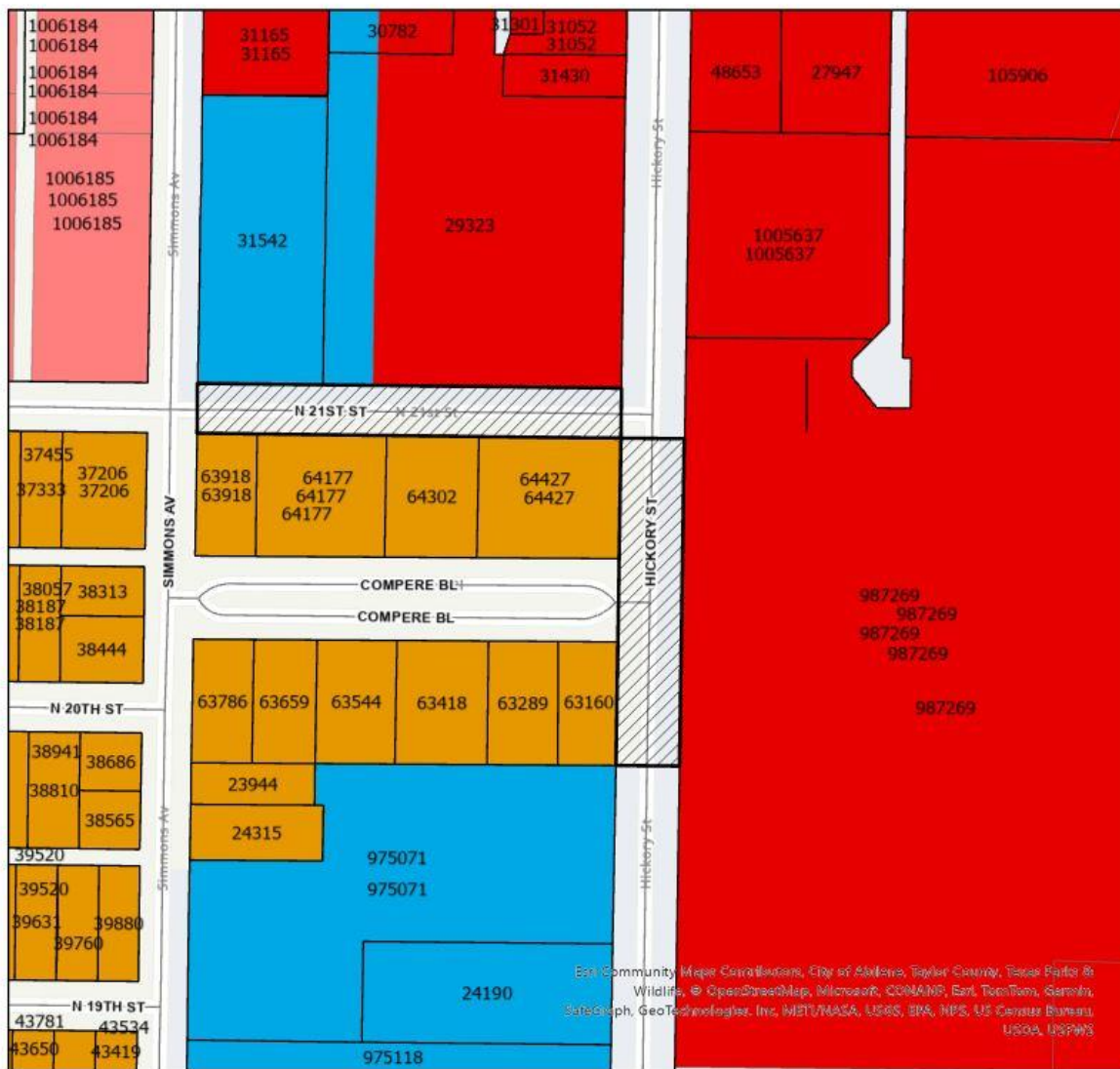
0.03

Miles





ZONING MAP



Legend

- TC-2025-01
- Zoning District
- GC (General Commercial)
- MU (Medical Use)
- GR (General Retail)
- MD (Residential - Medium Density)

0.03

Miles



CITY OF
ABILENE
TEXAS



NEIGHBORING PROPERTY VIEWS



East Neighboring property



East Neighboring Property



Southwest Neighboring Property



Subject Property

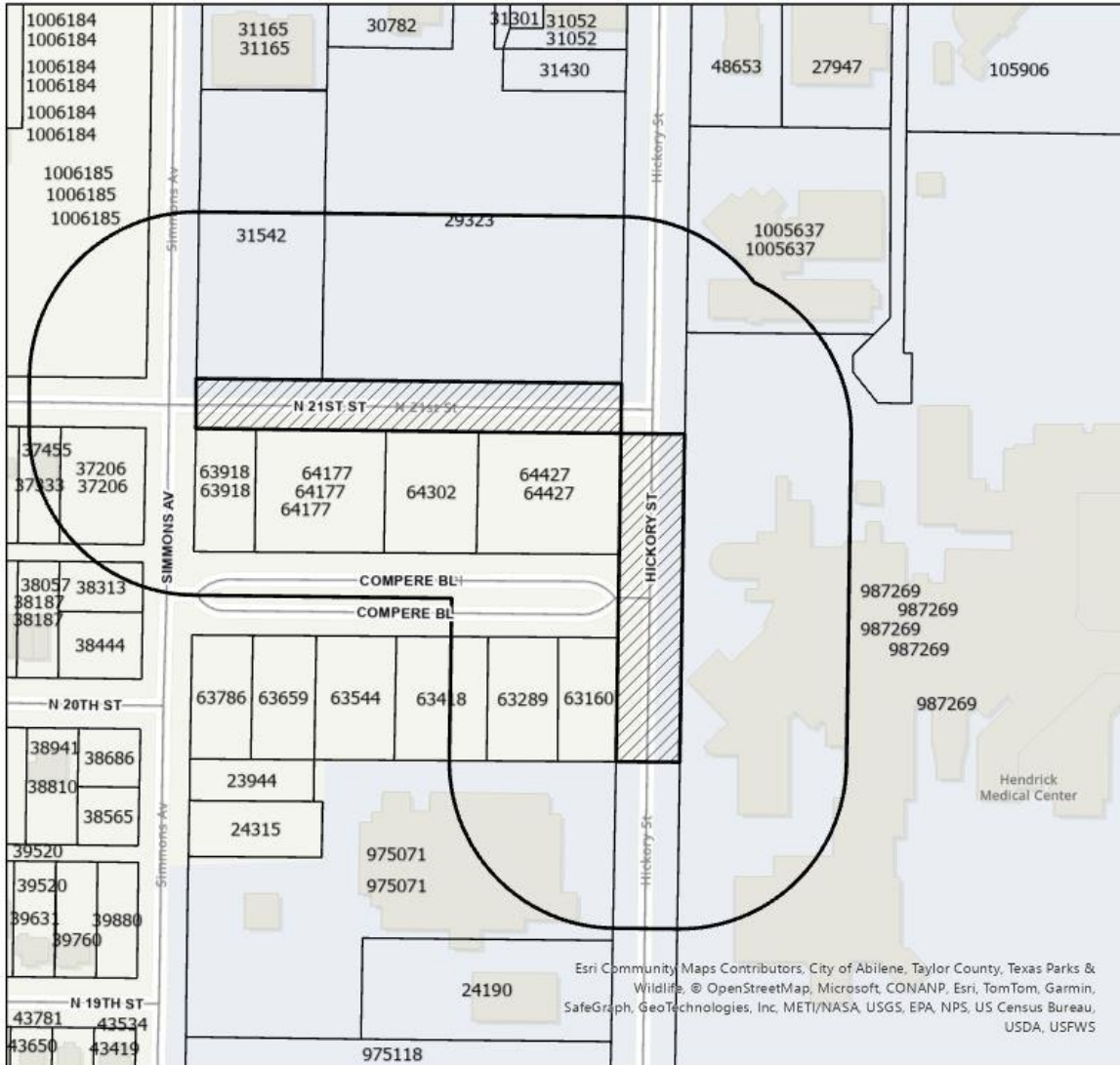


Subject Property





NOTIFICATION AREA MAP



Legend

- TC-2025-01
- Notification Area

0- In Favor- ●

0- Opposed- ●



CITY OF
ABILENE
TEXAS

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 proposed request is consistent with:

- The *Comprehensive Plan*;
- The surrounding uses and zoning; and
- The Criteria for Approval in the LDC.





RECOMMENDATION

P&Z Recommendation:

P&Z recommends **approval** subject to the following conditions*:

- 1.The subject right-of-way, and adjoining properties, shall be platted in accordance with the City of Abilene's Standards
- 2.The property owners shall grant easements for all existing utilities or Relocated at the owners' expense
- 3.Any public improvements shall meet all applicable City of Abilene standards for design
4. Revised drainage plan provided to Public works
5. Maintenance agreement provided for maintenance of island
6. Approval from Fire Marshal's office for emergency vehicle access

*note: This proposal will go through a thorough development review process and all requirements will be addressed.





Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 3/27/2025

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **13. Ordinance (First Reading) Z-2025-06; Receive a Report, Hold a Discussion and Take Action on A Request From The Owner, To Rezone Approximately One-Acre Of Land From Residential Single Family (RS-6) To Medium Density (MD), Located At 3073 Hickory Street *(Tim Littlejohn)***

GENERAL INFORMATION

The subject property was annexed into the City in 1957 as Residential Single Family (RS-6). A single-family residence was built on the property in the 1950's, and was recently demolished.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Ordinance
2. Staff Report

3. Metes and Bounds
4. Owner Authorization
5. project overview
6. 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 27th day of March, 2025.

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 14th day of February, 2025, 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 10th day of April, 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 10th day of April, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT A

Change the zoning of approximately 1.00 acres from Residential Single Family (RS-6) to Medium Density (MD).

Legal description as follows:

BEGINNING AT A POINT IN THE WBL OF BLOCK NO. 24, NORTH PARK ADDITION TO THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS; 136.98 FEET SOUTH OF THE N.W. CORNER OF A TRACT OF LAND DEEDED BY A.M. BEATY TO CLYDE R. CAMPBELL ON APRIL 30TH, 1951, AND RECORDED IN VOLUME 425, PAGE 179, DEED RECORDS OF TAYLOR COUNTY, TEXAS, FOR THE N.W. COR. OF THIS TRACT;

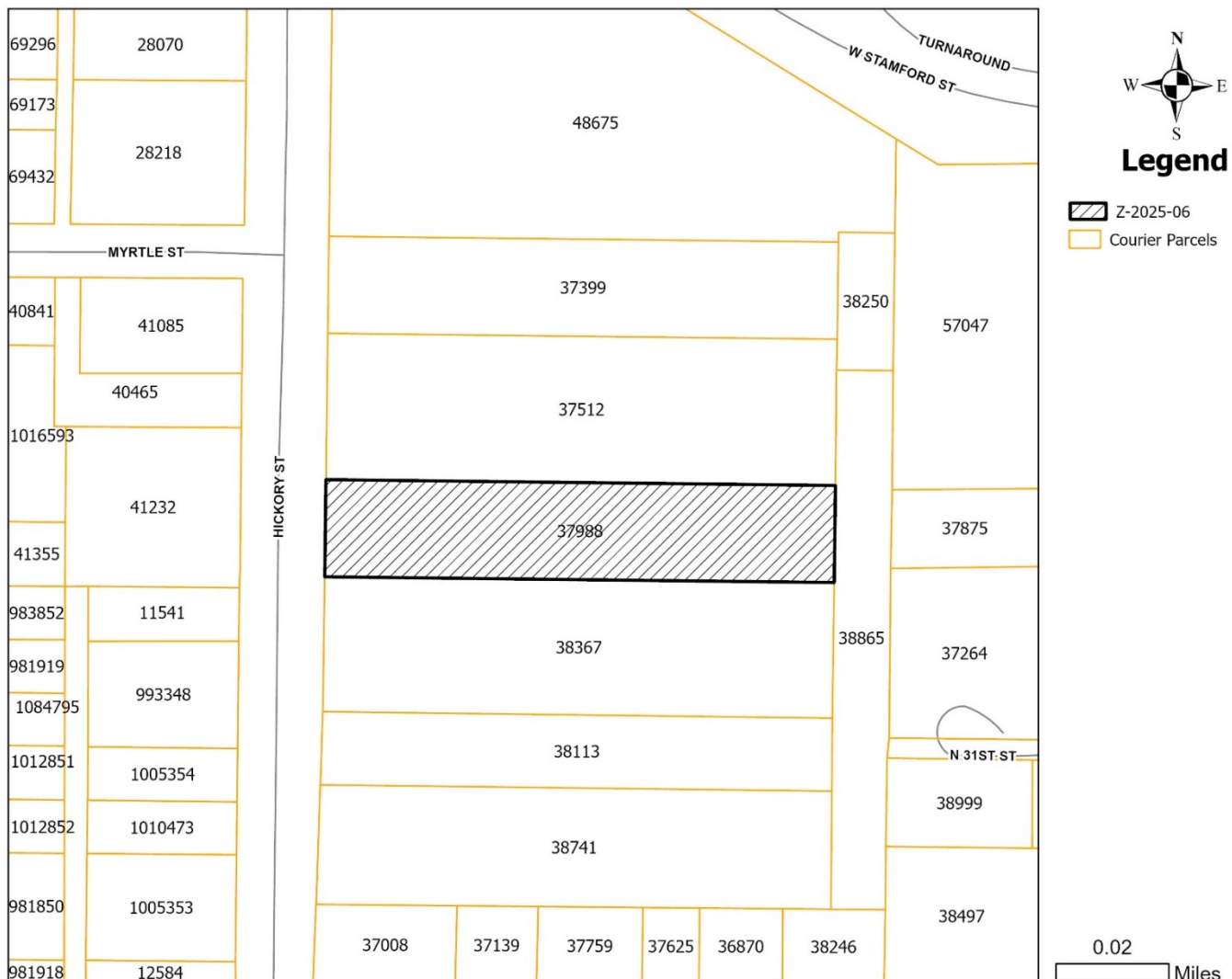
THENCE NORTH 89 DEG. 15 MIN. E. 477 FEET TO A STAKE FOR THE NE. COR. OF THIS TRACT;

THENCE SOUTH 91.32 FEET TO A STAKE SET FOR THE S.E. COR. OF THIS TRACT;

THENCE SOUTH 89 DEG. 15 MIN. WEST 477 FEET TO A POINT IN THE W.B.L. OF BLOCK 24 FOR THE S.W. COR. OF THIS TRACT;

THENCE NORTH 91.32 FEET ALONG THE W.B.L OF SAID BLOCK 24 TO THE PLACE OF BEGINNING CONTAINING ONE ACRES OF LAND.

Located at 3073 Hickory Street.



END

ZONING CASE

Z-2025-06

STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: March 4, 2025
City Council 1st Reading: March 27, 2025
City Council 2nd Reading: April 10, 2025

Applicant

Agent: Brian Massey
Owner: Houses for Healing Inc.

Case Manager

Kera Valois – Planner

Request

Change the zoning of approximately 1-acre from Residential Single Family (RS-6) to Medium Density (MD).

Location

Located at 3073 Hickory Street. Legal description being Lot N91.32 S580.71 W475 Being 1 Acre, Block 24, North Park Addition, Abilene, Taylor County, Texas.

Background

The subject property was annexed into the City in 1957 as Residential Single Family (RS-6). A single-family residence was built on the property in the 1950's, and was recently demolished.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	RS-6	Residence
East	HC	Auto Shop/Hotel
South	MD	Houses for Healing
West	RS-6	Residence

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 use is consistent with the Comprehensive Plan and the Future Land Use and Development Plan 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 will be subject to platting and any utilities that may be required will be addressed during that review.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

None known.

P&Z Recommendation

The Planning & Zoning Commission recommends **approval**.

Attachments

- PowerPoint Presentation
- Project Overview
- Owner Authorization
- Metes & Bounds

Notification

Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on February 14, 2025, 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
PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
CIENFUEGOS ABEL	37264	3058 PINE ST	
CIENFUEGOS ABEL	37875	3134 PINE ST	
COOPER KENNETH & DEBRA	38250		F
EDMONDSON CARLENE	38741	3041 HICKORY ST	F
EDMONDSON CARLENE	38113	3049 HICKORY ST	
FEIL KATELIN	1005354	3042 HICKORY ST	
HOUSES FOR HEALING INC	37988	3073 HICKORY ST	F
HOUSES FOR HEALING INC	38367	3065 HICKORY ST	
LANFORD JAMES MORITZ	37399	3127 HICKORY ST	
MC KINZIE DOROTHY WALTRIP	41232	3110 HICKORY ST	
MC KINZIE DOROTHY WALTRIP	40465	3118 HICKORY ST	
PRESIDENT OF SONRISE MINISTRIES	993348	3052 HICKORY ST	F
PRESIDENT OF SONRISE MINISTRIES	993348	3056 HICKORY ST	
PRESIDENT OF SONRISE MINISTRIES	993348	3060 HICKORY ST	
PRESIDENT OF SONRISE MINISTRIES	993348	3064 HICKORY ST	
RAMIREZ RAUL S	38999	1117 N 31ST ST	
RAMIREZ RAUL S	38999	1117 1/2 N 31ST ST	
SAISNI LLC	38865		
SAISNI LLC	57047	3210 PINE ST	
STARKS ELYCE J	11541	3066 HICKORY ST	

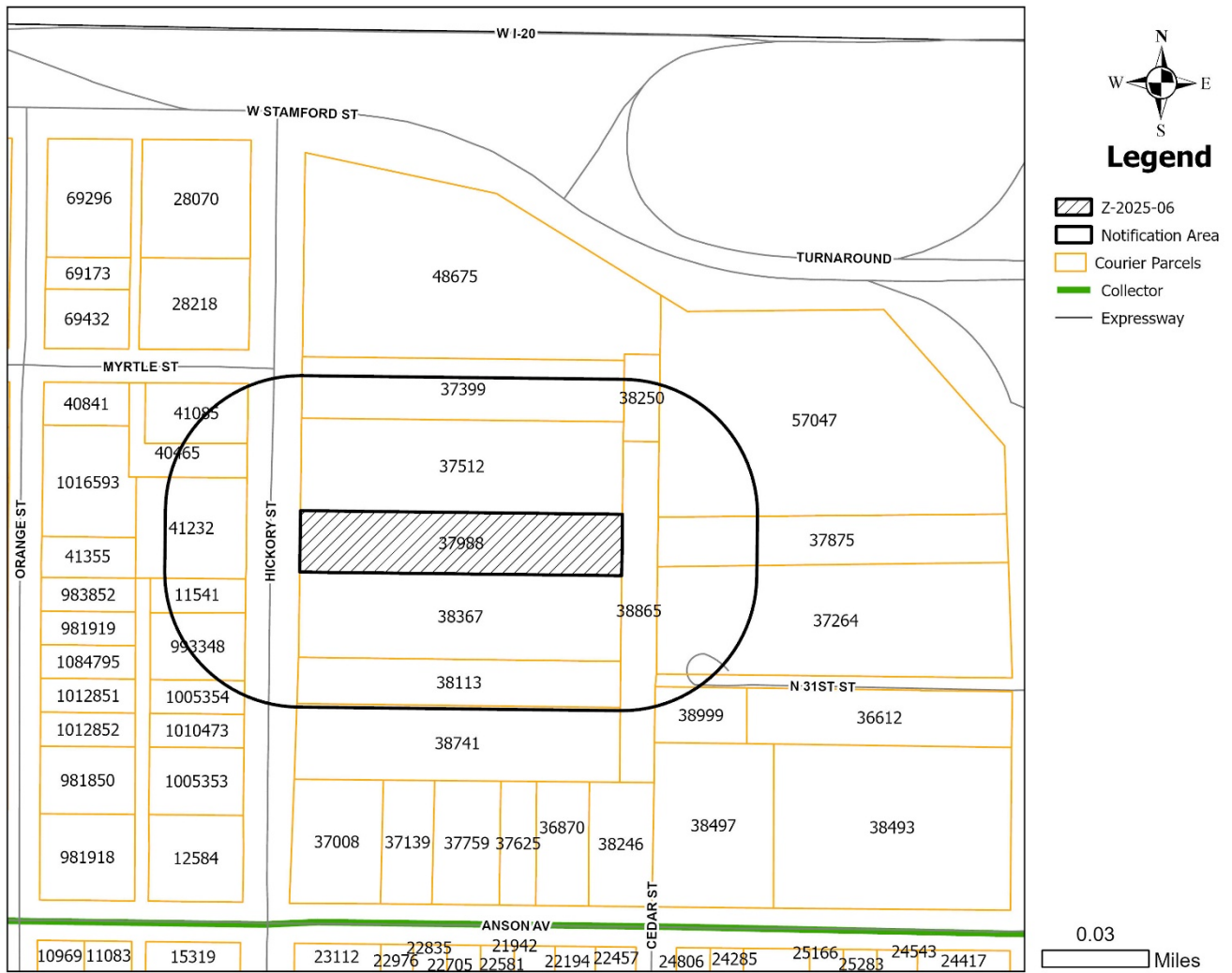
TACKETT ROGER L & MAURI A	37512	3117 HICKORY ST	
VAZQUEZ ZENAIDO PEREZ	41085	3126 HICKORY ST	

PROPERTY ID

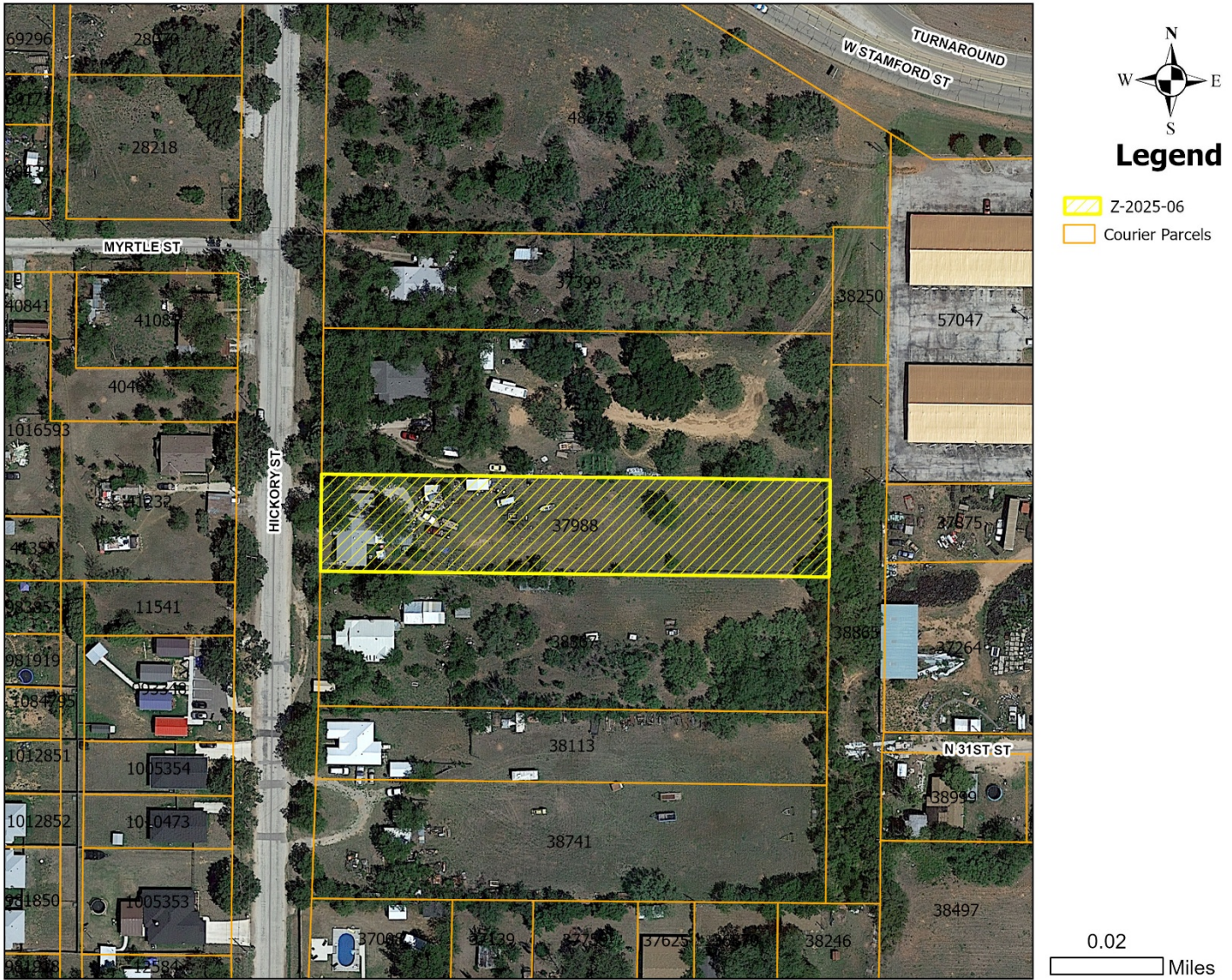
Legend: O - Opposed, F - In Favor

PROPERTY OWNER	PROPERTY ID	SITUS	RESPONSE
STARKS ELYCE J	11541	3066 HICKORY ST	
CIENFUEGOS ABEL	37264	3058 PINE ST	
LANFORD JAMES MORITZ	37399	3127 HICKORY ST	
TACKETT ROGER L & MAURI A	37512	3117 HICKORY ST	
CIENFUEGOS ABEL	37875	3134 PINE ST	
HOUSES FOR HEALING INC	37988	3073 HICKORY ST	F
EDMONDSON CARLENE	38113	3049 HICKORY ST	
COOPER KENNETH & DEBRA	38250		F
HOUSES FOR HEALING INC	38367	3065 HICKORY ST	
EDMONDSON CARLENE	38741	3041 HICKORY ST	F
SAISNI LLC	38865		
RAMIREZ RAUL S	38999	1117 N 31ST ST	
RAMIREZ RAUL S	38999	1117 1/2 N 31ST ST	
MC KINZIE DOROTHY WALTRIP	40465	3118 HICKORY ST	
VAZQUEZ ZENAIDO PEREZ	41085	3126 HICKORY ST	
MC KINZIE DOROTHY WALTRIP	41232	3110 HICKORY ST	
SAISNI LLC	57047	3210 PINE ST	
PRESIDENT OF SONRISE MINISTRIES	993348	3052 HICKORY ST	F
PRESIDENT OF SONRISE MINISTRIES	993348	3056 HICKORY ST	
PRESIDENT OF SONRISE MINISTRIES	993348	3060 HICKORY ST	
PRESIDENT OF SONRISE MINISTRIES	993348	3064 HICKORY ST	
FEIL KATELIN	1005354	3042 HICKORY ST	

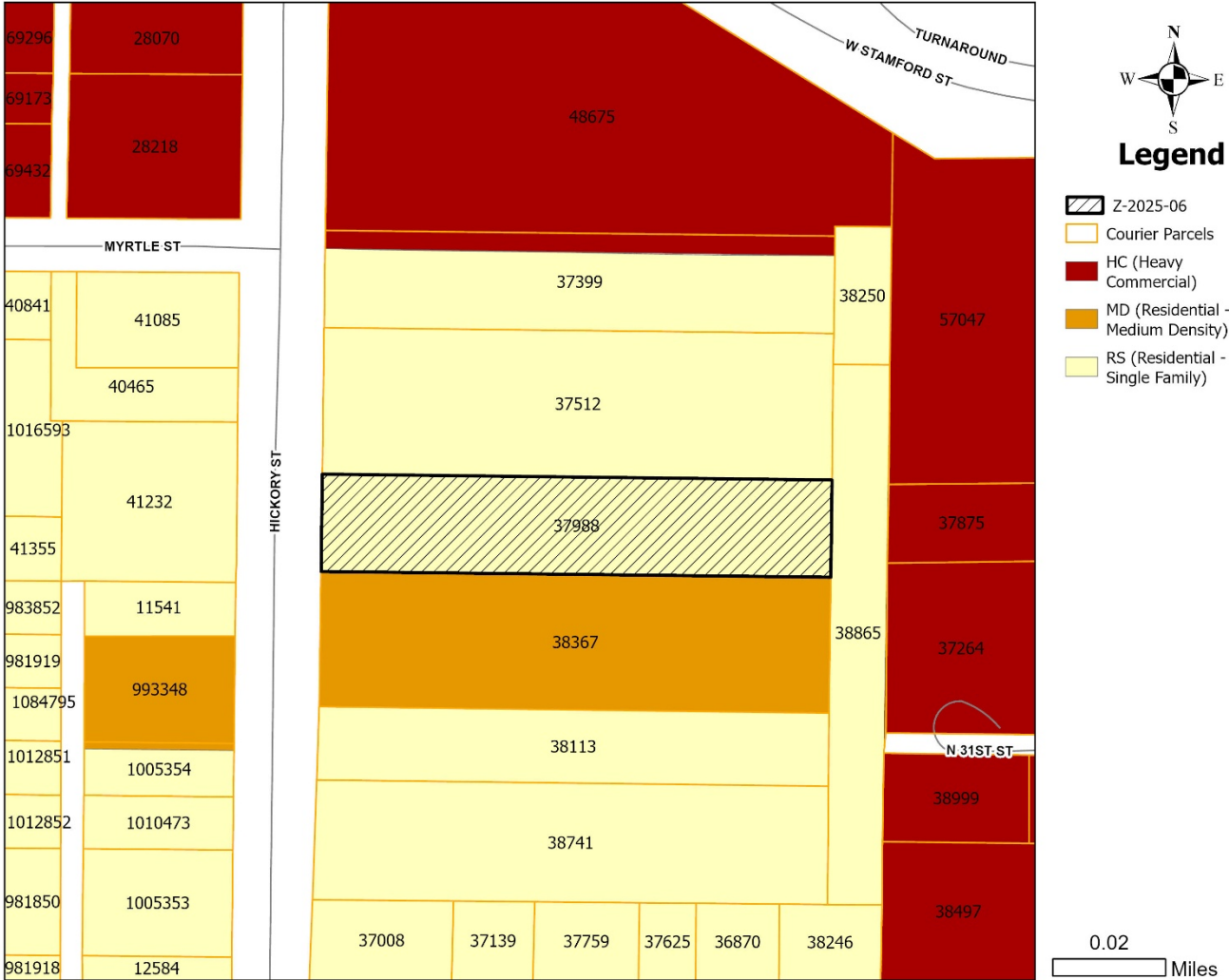
NOTIFICATION MAP



LOCATION MAP



ZONING MAP



Taylor CAD Property Search

This website only contains information about values. For information on estimated taxes, and tax rates adoptions, visit <https://texas.gov/propertytaxes> (<https://texas.gov/propertytaxes>).

Property ID: 37988 For Year 2024

Property Details

Account		
Property ID:	37988	Geographic ID: 48200042000
Type:	R	Zoning: RS6
Property Use:		Condo:
Location		
Situs Address:	3073 HICKORY ST ABILENE, TX 79601	
Map ID:	N22B	Mapscot:
Legal Description:	NORTH PARK ADDN, BLOCK 24, LOT N91.32 S580.71 W475 BEING 1 AC	
Abstract/Subdivision:	48200	
Neighborhood:	(224) NORTH PARK,SIDNEY SMITH,LEON STEVENSN,JB COLLIN,NW	
Owner		
Owner ID:	399283	
Name:	HOUSES FOR HEALING INC	
Agent:		
Mailing Address:	3065 HICKORY ST ABILENE, TX 79601-1326	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$130,906 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$8,105 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$139,011 (=)
Agricultural Value Loss:	\$0 (-)
Appraised Value:	\$139,011 (=)
HS Cap Loss:	\$0 (-)
Circuit Breaker:	\$0 (-)
Assessed Value:	\$139,011

Mason.teegardin@abille.tx.gov

Our File Number: 19-033481
Name: ERVIN, ESTATE OF CHARLSIE

2024-08099 05/15/2024 12:06 PM Total Pages: 4

SUBSTITUTE TRUSTEE'S DEED

THE STATE OF TEXAS
COUNTY OF TAYLOR

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

WHEREAS, Charlsie L. Ervin, in order to secure the payment of Note for the sum set forth in said Note, payable to the order of MCAFEE MORTGAGE & INVESTMENT COMPANY, made, executed and delivered to CARL W. ODOM, Trustee, Terry Browder, Laura Browder, Marsha Monroe, Jamie Osborne, Jonathan Schendel, Ramiro Cuevas, Kristopher Holub, Lisa Bruno, Dana Kamin Substitute Trustee(s), a certain Deed of Trust dated April 1, 1998 in the principal amount of \$41,903.00, recorded in Clerk's File/Instrument Number 5658 Volume 2303, Page 314, of the Real Property Records of TAYLOR County, Texas, to which Deed of Trust and its record reference is here made for a detailed description of said Note, the terms and covenants of said Deed of Trust, and the lands and premises there conveyed; said land being more particularly described as follows:

BEGINNING AT A POINT IN THE WBL OF BLOCK NO. 24, NORTH PARK ADDITION TO THE CITY OF ABILENE, TAYLOR COUNTY, TEXAS; 136.98 FEET SOUTH OF THE N.W. CORNER OF A TRACT OF LAND DEEDED BY A.M. BEATY TO CLYDE R. CAMPBELL ON APRIL 30TH, 1951, AND RECORDED IN VOLUME 425, PAGE 179, DEED RECORDS OF TAYLOR COUNTY, TEXAS, FOR THE N.W. COR. OF THIS TRACT;

THENCE NORTH 89 DEG. 15 MIN. E. 477 FEET TO A STAKE FOR THE NE. COR. OF THIS TRACT;

THENCE SOUTH 91.32 FEET TO A STAKE SET FOR THE S.E. COR. OF THIS TRACT;

THENCE SOUTH 89 DEG. 15 MIN. WEST 477 FEET TO A POINT IN THE W. B. L. OF BLOCK 24 FOR THE S. W. COR. OF THIS TRACT;

THENCE NORTH 91.32 FEET ALONG THE W.B.L. OF SAID BLOCK 24 TO THE PLACE OF BEGINNING. CONTAINING ONE ACRES OF LAND.

WHEREAS, it is provided in said Deed of Trust that failure to make any of the payments in the above described Note as the same became due and payable, or failure to comply with any or all of the covenants and conditions of said Deed of Trust, shall, at the option of the legal or equitable owner(s) or holder(s) thereof, mature the whole of said Note and in such event or events and at the request of the owner(s) or holder(s) of said Note secured by said Deed of Trust, the said Trustee or his successors shall enforce said Trust by selling the hereinbefore described land and premises according to law, and in accordance with the provisions of said Deed of Trust, all as more fully set out in said Deed of Trust; and,

WHEREAS, default was made in the payment of said Note according to the terms, tenor and effect thereof, and the legal or equitable owner(s) or holder(s) of said Note, after all required notices were given, declared the whole Note immediately due and payable and the Trustee named in said Deed of Trust having been removed, the owner(s) and holder(s) of said indebtedness appointed the undersigned as Substitute Trustee, and requested the undersigned to sell said land and premises according to law and in accordance with the provisions of said Deed of Trust, in satisfaction of the indebtedness secured by said Deed of Trust; and,

WHEREAS, the said land above described was advertised for sale, and written notices of sale were posted in accordance with the terms of said Deed of Trust and in accordance with the laws of the State of Texas pertaining to the foreclosure under the Deed of Trust, said land having been advertised for sale at least 21 days preceding the date of sale at the Courthouse Door of the County above set forth, and if provided by said Deed of Trust in two other public places in said land having been advertised to be sold at the Courthouse of Taylor County, in the area designated by the Commissioners' Court of such county, pursuant to §51.002 of the Texas Property Code as amended (or if no area is so designated, in the area immediately (next) adjacent to the location where the Notice of Sale was posted) on May 7, 2024, the said date being the first Tuesday in said month; and,

WHEREAS, the holder(s) of the debt served written notice of the proposed sale by certified mail at least twenty one (21) days preceding the date of sale on each debtor obligated to pay such debt according to the records of such holder(s) by deposit of the Notice, enclosed in a postpaid wrapper, properly addressed to each debtor at the most recent address shown by the records of the holder(s) of the debt, in a post office or official depository under the care and custody of the United States Postal Service; a copy of such Notice of Sale was filed with the County Clerk of such county at least twenty one (21) days preceding the date of the sale; and

Our File Number: 19-033481
Name: ERVIN, ESTATE OF CHARLSIE

WHEREAS, I, the said Substitute Trustee, did, between the hours of ten o'clock A.M. and four o'clock P.M. and beginning not earlier than 1:00 P.M. or not later than three hours thereafter, on the date for which said sale was advertised, offered the said land and premises for sale at public venue at the Courthouse of Taylor County, in the area designated by the Commissioners' Court of such county, pursuant to §51.002 of the Texas Property Code as amended, or if no area was designated by the Commissioners' Court, the sale was conducted in the area immediately (next) adjacent to the location where the Notice of Sale was posted; and

WHEREAS, at the said sale, HOUSES FOR HEALING INC, whose address is 3065 Hickory Street, Abilene, TX 79601 (hereinafter referred to as "Grantee") bid for said land and premises the sum of \$62,050.00 cash, which was the highest bid and best offer therefore whereupon said land and premises were knocked off and sold for said sum to the said Grantee in accordance with the terms and provisions of said Deed of Trust;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, the said Substitute Trustee, named and appointed under the terms of said Deed of Trust, acting herein under and by virtue of the power conferred upon me by the said Deed of Trust, and in accordance with the laws of the State of Texas, for and in consideration of the sum bid as aforesaid, which amount has been applied in accordance with the terms of said Deed of Trust on the indebtedness secured by it, do hereby bargain, sell and convey unto the said Grantee the said hereinbefore described land and premises, together with all and singular the rights and appurtenances to the same in anywise belonging.

TO HAVE AND TO HOLD the said property unto the said Grantee, its successors and assigns, forever, in fee simple, and I, the said Substitute Trustee, acting in the capacity and manner aforesaid, by virtue of the power vested in me under the terms of said Deed of Trust, do hereby bind and obligate the said mortgageor(s), his/her heirs, assigns, executors and administrators to warrant and forever defend all and singular the right and title to said property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

TO BE EFFECTIVE May 7, 2024.

EXECUTED THIS 10 DAY OF May 2024.


~~Terry Browder, Laura Browder, Marsha Moore, Jamie Osborn, Jonathan Schindler, Ramiro Cuervo, Kristopher Holub, Lisa Bruno, Dana Keamin~~
SUBSTITUTE TRUSTEE

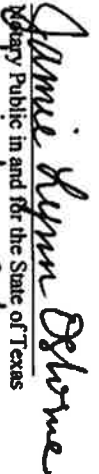
THE STATE OF TEXAS

COUNTY OF Taylor

This instrument was acknowledged before me on 10 day of May, 2024 by ~~Terry Browder, Laura Browder, Marsha Moore, Jamie Osborn, Jonathan Schindler, Ramiro Cuervo, Kristopher Holub, Lisa Bruno, Dana Keamin~~ Substitute Trustee(s).

(SEAL)




Notary Public in and for the State of Texas
Jamie Lynn Osborne
Printed Name of Notary Public

RETURN TO: LOGS Legal Group LLP
13105 Northwest Freeway, Suite 960
Houston, TX 77040

LF# 19-033481

**AFFIDAVIT OF NOTICE TO DEBTORS
AND AFFIDAVIT OF MILITARY STATUS**

THE STATE OF TEXAS
COUNTY OF TAYLOR

"The attached Notice of Trustee's Sale was posted at least twenty-one (21) days preceding the date of the sale at the Courthouse door of the County in which the property is located, and if appropriate, at two (2) other public places in such county, as set forth on the attached Notice of Trustee's Sale. A signed Notice of Trustee's Sale was filed in the office of the County Clerk of such county at least twenty-one (21) days preceding the date of the sale. In addition, Mortgagee caused the attached Notice of Trustee's Sale to be served and said Notice was served by Certified Mail upon all debtors obligated to pay the debt described in said Notice of Trustee's Sale, according to the records of such Mortgagee, at least twenty-one (21) days preceding the date of sale. The service was completed by depositing said written notice, enclosed in a postpaid wrapper, properly addressed as shown by the records of the Mortgagee, in an official depository under the care and custody of the United States Postal Service."

"The debtor(s) in default under the Deed of Trust/Security Instrument on the property described in the attached Notice of Trustee's Sale were served with written notice by certified mail of their default, and were given at least twenty (20) days to cure the default before the entire debt became due and notice of sale was given; such writing gave notice of intent to accelerate if such default was not cured."

"To the best of my knowledge, Charisie L. Ervin and Marilyn Leigh Morris on the date of the Trustee's Sale, which date of sale and property are set forth and described in the attached Notice of Trustee's Sale dated on September 24, 2013 and February 21, 2017, respectively. All notices were properly sent to the Estate of Charisie L. Ervin and Marilyn Leigh Morris. To the best of my knowledge, all other signor(s) of the Note and/or Deed of Trust/Security Instrument was/were alive on the date of the Trustee's Sale. The signor(s) of the Note and/or Deed of Trust/Security Instrument was/were either (i) not active duty military during the twelve (12) months prior to the said Trustee's Sale, or (ii) the obligation secured by the Deed of Trust/Security Instrument originated after the date on which the period of their military service began."

"My name is Barbara Ott, and my office address is 10130 Perimeter Parkway, Suite 400, Charlotte, NC 28216. I declare under penalty of perjury that the foregoing is true and correct."

Executed in Mecklenburg County, State of North Carolina, on the 8th day of May, 2024.

Barbara Ott

RETURN TO: LOGS Legal Group LLP
10130 Perimeter Parkway, Suite 400
Charlotte, NC 28216

**THE STATE OF TEXAS
COUNTY OF TAYLOR**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Official Public Records of Taylor
County, Texas.

2024-08099 DE

Number of Pages: 4

05/15/2024 12:06:35 PM Total Fees: \$33.00

Brandi DeRemer, County Clerk
Taylor County, Texas

Brandi DeRemer



Unofficial Copy

DR 425

179

and No/100 (\$1,500.00) Dollars to us paid, by Henry B. Stone and wife, Bertha S. Stone, as follows: All cash, the receipt of which is hereby acknowledged and confessed, and the further consideration of the assumption and agreement to pay by the Grantees herein of the remaining unpaid balance due on that one certain promissory note executed by Wilson T. Cloud and wife, Ruth Jane Cloud, under date of July 18th, 1950, payable to Abilene Savings Association, in the original principal sum of \$7,250.00, which said note, together with its interest, is payable in monthly installments as therein provided; said note being secured by the vendor's lien retained in deed of even date therewith from Arthel Henson and wife, Luetta Henson, to Wilson T. Cloud and wife, Ruth Jane Cloud, and is additionally secured by deed of trust of even date therewith to C. W. Gill, Trustee.

Have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Henry B. Stone and wife, Bertha S. Stone, of the County of Taylor, State of Texas, all that certain lot, tract or parcel of land lying and being situated in Taylor County, Texas, and described as being lot No. One (1), Block "F", Continuation of Arthel Henson Addition to the City of Abilene, Taylor County, Texas, according to the map or plat thereof of record in the office of the County Clerk of Taylor County, Texas.

TO HAVE AND TO HOLD the above described Premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Henry B. Stone and wife, Bertha S. Stone, their heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said Henry B. Stone and wife, Bertha S. Stone, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our hands at Abilene, Texas, this 30th day of April, 1951.

\$1.65 Fed. Rev. Cancelled

F. C. Cochran
Dorothy D. Cochran

THE STATE OF TEXAS I

COUNTY OF TAYLOR I Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared T. C. Cochran and Dorothy D. Cochran, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Dorothy D. Cochran, wife of the said T. C. Cochran, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Dorothy D. Cochran acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this the 30th day of April, A. D. 1951.

(SEAL)

Barbara Fletcher, Notary Public
in and for Taylor County, Texas

FILED FOR RECORD APRIL 30, 1951 at 3:00 P. M.
RECORDED MAY 3, 1951 at 11:45 A. M.

Mrs. Chester Hutcheson, County Clerk
By Inez Williams, Deputy

FILE NO. 4834

THE STATE OF TEXAS I

COUNTY OF TAYLOR I KNOW ALL MEN BY THESE PRESENTS: That I, A. M. Beatty, a single man, of the County of Taylor, State of Texas, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, to me paid, and secured to be paid, by Clyde R. Campbell, as follows: Ten Dollars (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged.

Have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Clyde R. Campbell, of the County of Taylor, State of Texas, all that certain lot, tract or parcel of land, lying and being situated in Taylor County, Texas, and being a part of Two

179

DR 425

and one-half (2½) acres of a part of Lot or Block No. Twenty-four (24), North Park Addition to the City of Abilene, Texas, as follows: BEGINNING AT: A point in the W. B. L. of Block 24, North Park Addition, City of Abilene, Taylor County, Texas, 257.07 vrs. N. of the original S. W. corner of said Block 24 for the N. W. and beginning corner of this tract; THENCE N. 89 deg. 15 min. S. 477 feet with a fence line to a stake set for the N. E. corner of this tract; THENCE S. 228.30 feet to a stake set for the S. E. corner of this tract; THENCE S. 89 deg. 15 min. W. 477 feet to a point in the S. E. L. of Block 24, for the S. W. corner of this tract; THENCE N. 228.30 feet along the S. E. L. of said Block 24 to the place of beginning.

On January 11, 1950, Grantor by a General Warranty Deed, conveyed the above described property to Clyde R. Campbell and his then wife, Mary Lucille Beaty Campbell, the same being recorded in Volume 400, Page 355, Deed Records, Taylor County, Texas, and on February 7, 1950, by a General Warranty Deed, and a Deed of Correction, Clyde R. Campbell and wife, Mary Lucille Beaty Campbell, conveyed this property back to A. M. Beaty, as shown by Deed of Record in Volume 403, Page 468, Deed Records, Taylor County, Texas, and that now it is desired by the Grantor to convey to Clyde R. Campbell said property in order that the title may be definitely and without question in Clyde R. Campbell and for the purpose this deed is made.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Clyde R. Campbell, and his heirs and assigns, forever; and I do hereby bind myself and my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Clyde R. Campbell, and his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness my hand at Abilene, Texas, this 30th day of April, A. D. 1951.

A. M. Beaty

THE STATE OF TEXAS

COUNTY OF TAYLOR

Before me, the undersigned authority, E. S. Cummings, a Notary Public in and for Taylor County, Texas, on this day personally appeared A. M. Beaty, a single man, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 30th day of April, A. D. 1951.

(SEAL)

E. S. Cummings, Notary Public
Taylor County, Texas

FILED FOR RECORD 4 APRIL 30, 1951 at 3:20 P. M.
RECORDED MAY 3, 1951 at 2:30 P. M.

Mrs. Chester Hutcheson, County Clerk
By Inez Williams, Deputy

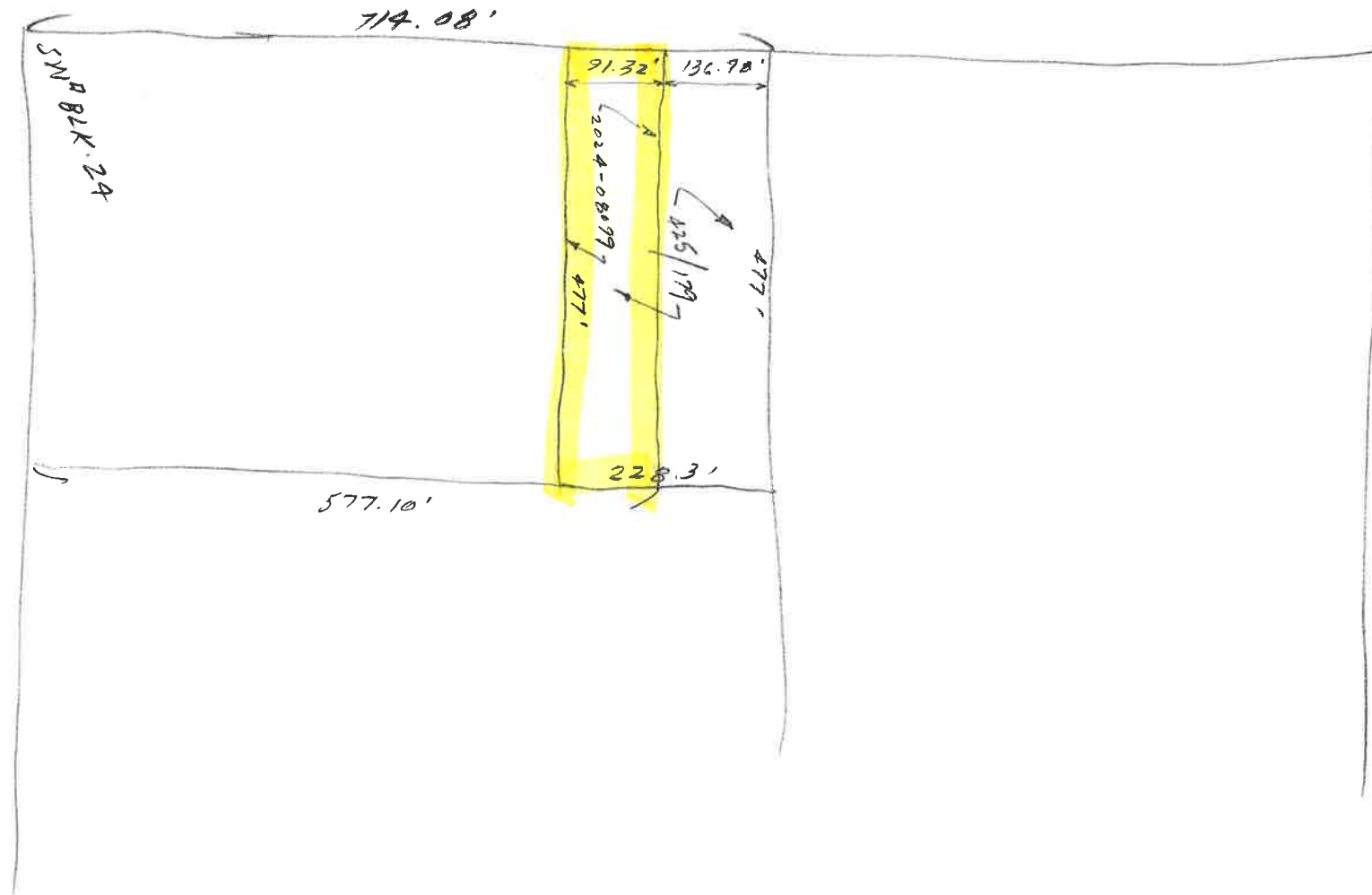
FILE NO. 4835

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

KNOW ALL MEN BY THESE PRESENTS: That in consideration of the payment in full according to the face and tenor thereof, of a certain promissory note dated January 12, 1946, in the amount of Four Thousand and no/100 (\$4,000.00) Dollars executed by J. R. Malone and wife, Virginia Malone, payable to the order of Jefferson Standard Life Insurance Company, and described in a certain Deed of Trust executed by J. R. Malone and wife, Virginia Malone, to Julian Price, Trustee, dated the 12th day of January, 1946, and recorded in Volume 146, Page 77, of the records of Deeds of Trust, of Taylor County, Texas, Jefferson Standard Life Insurance Company, the owner and holder of said note, does hereby release the Deed of Trust lien shown by said instrument to exist upon the following described property to secure the payment of said note, viz:

Lying and being situated in the County of Taylor, State of Texas, and being all of the



Owner Information and Representative Designation

OWNER INFORMATION			
Name: <u>Houses For Healing, Inc - Brian Massey President/Founder</u>			
Address: <u>3065 Hickory St.</u>			
City: <u>Abilene</u>	State: <u>TX</u>	Zip: <u>79601</u>	
Number: <u>325-660-7719</u>	Email: <u>brian@housesforhealing.com</u>		

AGENT INFORMATION (if applicable)			
Name:			
Address:			
City:	State:	Zip:	
Number:	Email:		

Project Representation (check one):

☒ I will represent the application myself; OR

☐ I hereby designate _____ (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

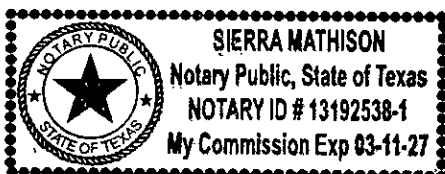
Property Owner's Signature: Brian Massey

STATE OF: Texas

COUNTY OF: Taylor

BEFORE ME, a Notary Public, on this day personally appeared Brian 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 31 day of January, 2025



[Signature]

NOTARY PUBLIC in and for the State of Texas

PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Zoning Application - ITEMS REQUIRED

ID # 25-000011 | **Started** 01/21/2025 at 5:25 PM



Address

3073 Hickory St, Abilene, TX USA 79601

Legal

North Park Addn Blk Block 24 Lot Lot N91.32
North Park Addn, Block 24, Lot N91.32 S580.71 W475
Being 1 Ac

Description

Houses for Healing is a non-profit organization which provides free medical crisis lodging to people traveling to Abilene for advanced medical care. We currently have 16 tiny houses in operation at 3065 Hickory which is connected to 3073 Hickory. We are seeking to make 3073 Hickory a MD zoned property. This land will be for the benefit of NICU and renal failure needs primarily. We are currently working with GeoTex to survey and assist us with replatting to combine 3065 Hickory with 3073 Hickory. Clint Rosenbaum is our engineer. We do not yet have drawings.

PROPERTY DETAILS

Property ID	37988
GEO ID	32507
Enforcement Area	North College

PROPERTY ADDITIONAL INFORMATION

Account Number	48200042000
Property ID	32507
Land Use	Vacant
High School	Ahs
Middle School	Mann
Elementary School	Ortiz
Super Neighborhood	North College
Courier - Building Square Feet	1440

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Brian Massey	brian@housesforhealing.com 3256607719	3065 Hickory St Abilene, TX 79601-1326	Residential Builder, Demolition Contractor, General Contractor - Commercial, Owner/ Tenant Commercial	APPLICANT
Houses For Healing Inc -		3065 Hickory St Abilene, TX 79601	-	Property Owner

PROJECT STEPS	DATE & TIME	RESULT	USER
Request	01/24/2025 at 10:02 AM	Accept	Kera Valois
Zoning Application Review	01/24/2025 at 10:03 AM	Need Information	-
Planning Payment	-	-	-
Create Agenda for Planning and-Zoning Commission	-	-	-
Staff Prepares Report & Send Property Notification Letters	-	-	-
P&Z Commission Decision	-	-	-
Appeal P&Z Decision	-	-	-
Prepare City Council Agenda	-	-	-
City Council Decision	-	-	-
Archive	-	-	-

INFORMATION FIELDS

Owner Name

Houses for Healing, Inc.

Agent Name

Brian Massey - 325-660-7719

Block

North Park Addition, Block 24

Lot

N91.32 S580.71 W475

Acreage

1.1

Legal Description of property

NORTH PARK ADDN, BLOCK 24, LOT N91.32 S580.71 W475 BEING 1 AC

Subdivision Name

(224) NORTH PARK,SIDNEY SMITH,LEON STEVENSN,JB COLLIN,NW

Current Zoning

RS-6

Proposed Zoning

Medium Density

Agree to Terms

Yes

INVOICES

DUE DATE

CONTACT

TOTAL

PAID

DUE

No data for Invoices, Fees & Payments.

CREDENTIALS

Developer

Homeowner

Engineer

Surveyor

OCCUPANCY TYPE	CONSTRUCTION TYPE	SQUARE FEET	VALUATION
----------------	-------------------	-------------	-----------

No data for Occupancy Type.

REVIEWS	DATE & TIME	STATUS	HISTORY
Zoning Application Review	01/24/2025 at 10:03 AM	Items Required	Need Information

INSPECTIONS	DATE & TIME	STATUS	HISTORY
-------------	-------------	--------	---------

No data for Inspections.

GENERATED DOCUMENTS	PRINTED ON	PRINTED BY	ISSUED TO
---------------------	------------	------------	-----------

No data for Generated Documents.

ATTACHED DOCUMENTS	UPLOADED ON	UPLOADED BY
--------------------	-------------	-------------

owner authorization.pdf	01/24/2025 at 10:07 AM	Kera Valois
-------------------------	------------------------	-------------

EPR DOCUMENTS	ASSOCIATED STEPS	STATUS	LAST REVIEW BY
---------------	------------------	--------	----------------

Civil	Zoning Application Review	Not Uploaded	-
-------	---------------------------	--------------	---

GENERAL COMMENTS

 **Kera Valois**, *Planning Division, Jan 24, 2025 at 10:01 AM*

Missing the following information:

1. Owner authorization
2. Metes and Bounds description

Please submit documents by January 28 for the Planning & Zoning Commission Meeting on March 4.

 **Kera Valois**, *Planning Division, Jan 31, 2025 at 10:37 AM*

Reached out to the applicant on 1/31. Called and emailed. Gave to the end of day February 4 to get the missing documents.



REZONE REQUEST

Case: Z-2025-06

Agent: Brian Massey

Request: Change the zoning of approximately 1-acre from Residential Single Family (RS-6) to Medium Density (MD).

Location: Located at 3073 Hickory St

Notification: 4 in Favor, 0 in Opposition

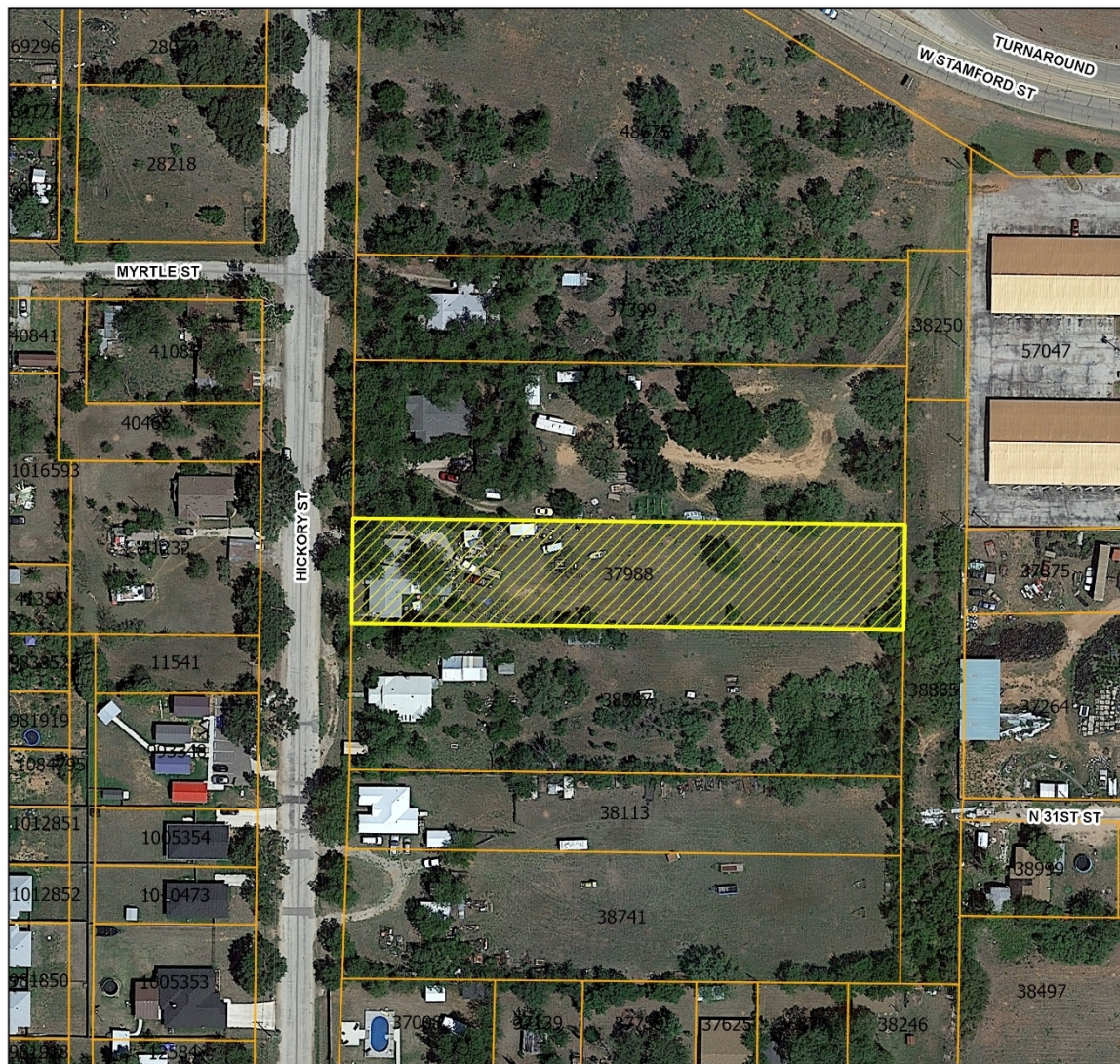
Planning & Zoning: March 4, 2025

Council Hearing: March 27, 2025
April 10, 2025





AERIAL LOCATION MAP

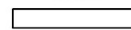


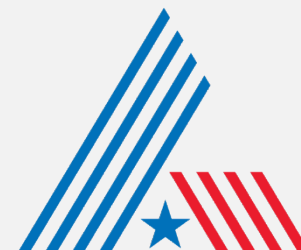
Legend

 Z-2025-06

 Courier Parcels

0.02

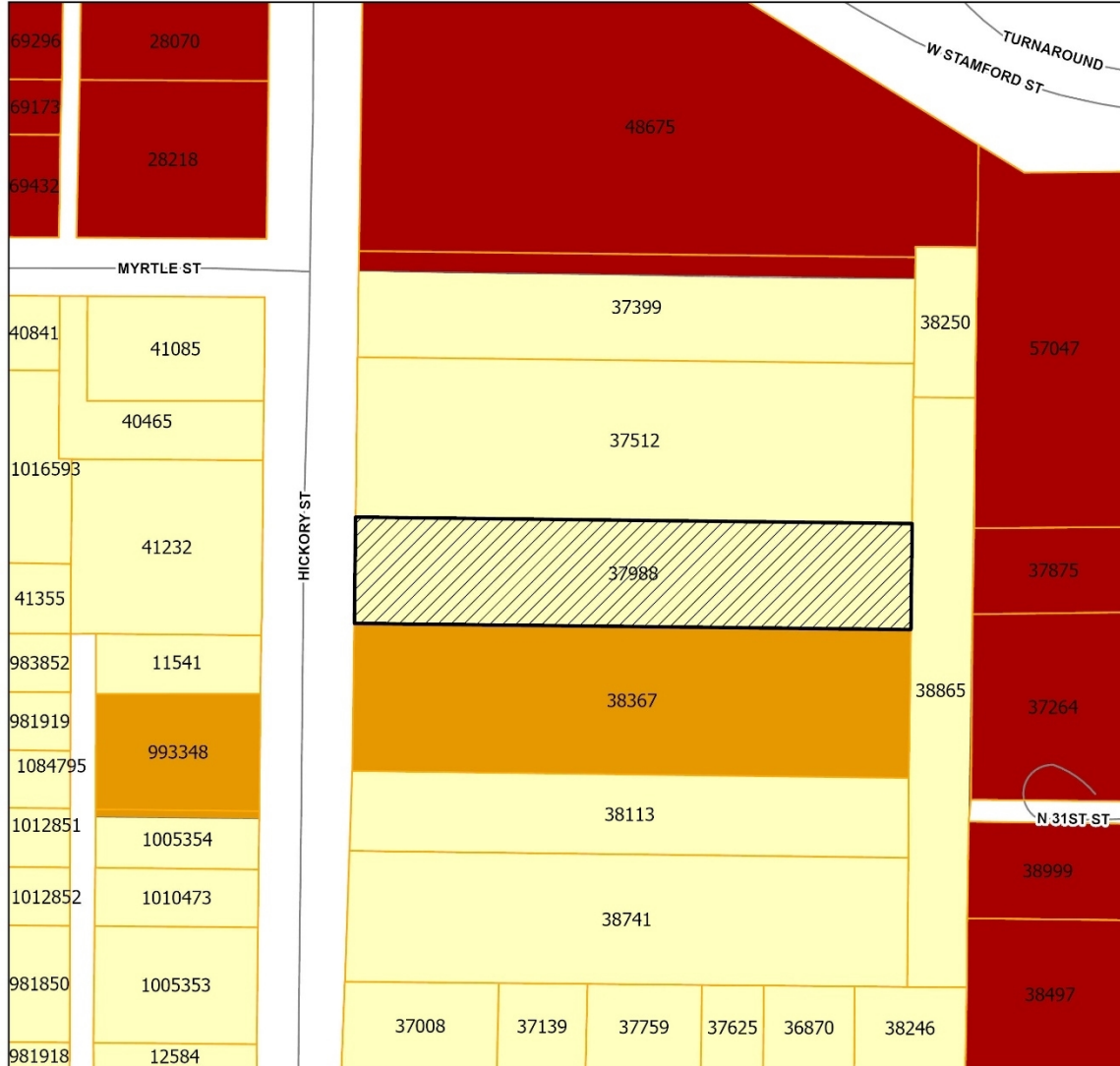
 Miles



CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

- Z-2025-06
- Courier Parcels
- HC (Heavy Commercial)
- MD (Residential - Medium Density)
- RS (Residential - Single Family)

0.02
Miles



CITY OF
ABILENE
TEXAS



PROPERTY VIEWS





USES IN RESIDENTIAL ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- C Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Single-Family Detached
- C Group Home

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- P Dwelling – Accessory
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

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





USES IN MEDIUM DENSITY ZONING

RESIDENTIAL USES:

- C Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- C Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached
- C Group Home

ACCESSORY AND INCIDENTAL USES:

- P Accessory Structure (Also see Division 4 of this article)
- P Antenna, Non-Commercial/Amateur
- P/C Day Care Operation – Home-Based
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- TP Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- C Civic, Social, and Fraternal Organization
- C Recreation – Outdoors (active)
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Community Home
- P Fire/Police Station
- C Homeless/Emergency Shelter
- C Rehabilitation Facility
- C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

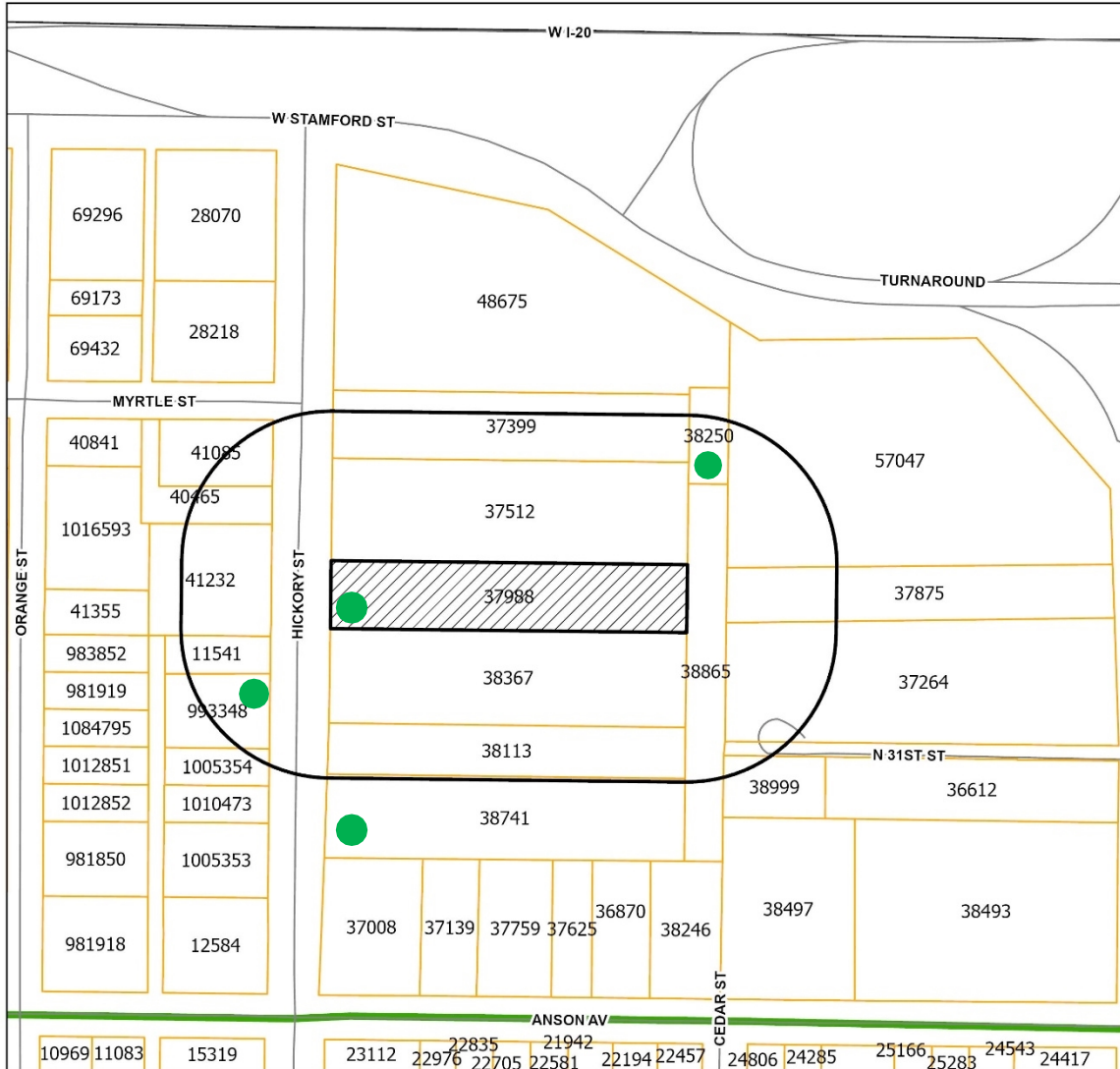
LEGEND

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





NOTIFICATION AREA MAP

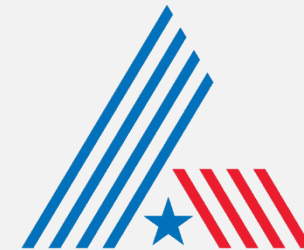


Legend

- Z-2025-06
- Notification Area
- Courier Parcels
- Collector
- Expressway

4 - in Favor -

0 - in Opposition -



CITY OF
ABILENE
TEXAS



FINDINGS AND RECOMMENDATIONS

The 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: 3/27/2025

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: **14. Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-285, "Increased Speed Limits," of the Abilene Municipal Code (Max Johnson)

GENERAL INFORMATION

This amendment modifies the speed on Maple Street to accommodate the school zone for Wylie East Elementary. The new speed limit along Maple Street changes to 40 mph along the roadway, 1500 feet north of Colony Hill Road. This speed limit (40 mph) continues from this location to Beltway South (FM 707).

The 40 mph speed limit allows for appropriate speed reduction into the school zone along Maple Drive for Wylie East Elementary. Where marked and when the school zone is flashing, traffic along Maple Street slows from the 40 mph speed limit to the school zone at 25 mph. This drop in traveling speed of 15 mph is acceptable in accordance with traffic regulations.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Redline_Ord_Amend_Maple-3-19-2025
2. Clean_Ord_Amend_Maple-3-19-2025
3. Ordinance Maple Speed Limits 3-19-2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-285, “INCREASED SPEED LIMITS,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, the City of Abilene has installed a school zone on Maple Street in the vicinity of Colony Hill Road; and

WHEREAS, the City of Abilene has evaluated and recommends modifying existing speed limits to accommodate the school zone; and

WHEREAS, the City Code of Ordinance provides for increased speed limits in City Limits; and

WHEREAS, there is a need to amend the City Code of Ordinances to implement the recommended changes to the speed limit on Oldham Lane.

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

PART 1: That Chapter 18, Article XIII, Section 18-285, “Increased Speed Limits,” of the Abilene Municipal Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

PART 3: That any persons violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 27th day of March 2025.

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 6th day of April, 2025, 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 10th day of April, 2025, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 10th day of April 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 18-285. - Increased speed limits.

In accordance with the terms of this chapter and when signs are erected giving notice thereof, the prima facie speed limits shall be as set forth in this schedule upon those streets or portions of streets named herein and at all times unless otherwise specifically provided:

Street	Extent	Speed (mph)
North 1st St.	From Orange St. to Grape St.	35
	From Grape St. to Main St.	40
South 1st St.	From Treadaway Blvd. to Grape St.	35
	From Grape St. to Leggett Dr.	40
	From Leggett Dr. to Danville Dr.	45
	From Danville Dr. to west City limits	55
North 6th St.	From Shelton St. to Elm Creek	35
South 7th St.	From Pioneer Dr. to Corsicana Ave.	35
	From Corsicana Ave. to Arnold Blvd.	40
East North 10th St.	From FW&D RR to Kenwood Dr.	40
	From Kenwood Dr. to Loop 322	45
North 10th St.	From Treadaway Blvd. to FW&D RR	35
	From Westmoreland St. to North Clack St.	35
	From Clack St. to Wall St.	40
South 11th St.	From South Treadaway Blvd. to Abilene Southern RR	35
East South 11th St.	From Abilene Southern RR to Lytle Acres Dr.	40
	From Lytle Acres Dr. to Judge Ely Blvd.	45
	From Judge Ely Blvd. to Jake Roberts Freeway	55

South 14th St.	From Treadaway Blvd. to Hollis Dr.	35
	From Hollis Dr. to 500 feet west of Pioneer Dr.	40
	From 500 feet west of Pioneer Dr. To Danville Dr.	35
South 25th St.	From Treadaway Blvd. to Maple St.	40
South 27th St.	From Brookhollow Dr. to South Treadaway Blvd.	35
	From South Treadaway Blvd. to Abilene Southern RR	40
East South 27th St.	From Abilene Southern RR to Oldham Ln.	50
Airport Blvd.	From State Highway 36 to Lance Dr.	40
Ambler Ave.	From Judge Ely Blvd. to I-20	50
	From Judge Ely Blvd. to Cottonwood St.	45
	From Cottonwood St. to North Danville Dr.	35
Arnold Blvd.	From S. 1st St. to Military Dr.	40
	From Military Dr. to Hartford St.	45
Antilley Rd.	From US 83/84 to 400 feet west of Directors Prkwy.	35
	From 400 feet west of Directors Prkwy. to west City limits	45
Barrow St.	From S. 7th St. to S. 27th St.	35
Bentley St.	From Lytle Way to Loop 322	40
Buffalo Gap Rd.	From Sayles Blvd. to South 27th St.	35
	From South 27th St. to 300 feet south of Stonecrest Dr.	40
	From 300 feet south of Stonecrest Dr. to 800 feet south of Antilley Rd.	45
	From 800 feet south of Antilley Rd. to Catclaw Creek	50
	From Catclaw Creek to south City limits	55
Butternut St.	From South 1st St. to South Treadaway Blvd.	35
Beltway South	From west City limits to east City limits	55
Catclaw Drive	From S. Clack to Cedar Run Rd.	35

	From Cedar Run Rd. to Rebecca Ln.	40
Clack St., North	From North 10th St. to West Stamford St.	45
	From West Overland Trail to north City limits	45
Clack St., South	From South 7th St. to Hartford St.	45
	From Hartford St. to South 14th St.	40
	From South 14th St. to U.S. 83/84	45
Corsicana Ave.	From alley south of Pueblo Dr. to alley north of Benbrook St.	35
Danville Dr., North	From North 10th St. to West Stamford St.	45
	From West Overland Trail to north City limits	45
Danville Dr., South	From Treadaway Blvd. to Fairmount St.	45
	From Fairmount St. to a point 500 feet south of Steffens St.	40
Dub Wright Blvd.	From US 277 to 1,000 feet south of Jennings Dr.	55
	From 1,000 feet south of Jennings Dr. to Hartford St.	50
East Lake Rd.	From SH 351 to north City limits	55
	SH 351 to Musgrave Blvd.	40
Expo Dr.	From ES 11th St. to 500 feet south of Lytle Way	35
Expo Dr.	From 500 feet south of Lytle Way to Loop 322	40
Five Points Prkwy.	From Fulwiler Rd. to Arnold Blvd.	35
FM 3438	From I-20 to S. 1st St. (US 84)	50
Fulwiler Road		50
Grape St.	From North 1st St. to Pine St.	35
Hardison Ln.	From Maple St. to Oldham Ln. (FM 1750)	40
Hardwick Rd.	From Antilley Rd. to Beltway South (FM 707)	45
Hartford St.	From Corsicana Ave. to Dub Wright Blvd.	40
Highland Ave.	From South 20th Street to Buffalo Gap Rd.	35

Industrial Blvd.	From Danville Dr. to Treadaway Blvd.	40
	From Loop 322 to Oldham Lane	45
	From Oldham Lane to Georgetown Dr.	40
	From Treadaway Blvd. to Loop 322	50
Judge Ely Blvd.	From E.N. 10th St. to E.N. 16th St.	40
	From Stamford St. to E.N. 16th St.	45
	From E.N. 10th St. to E. Hwy. 80	40
	From E. Hwy. 80 to East South 11th St.	45
Leggett Dr.	From North 1st St. to Elm Creek	35
Loop 322 (Jake Roberts F'way)	From east property line of South Treadaway Blvd. to East Stamford St.	55
Lytle Way	From East South 11th St. to Loop 322	40
Maple St.	From East South 11th St. to east South 27th St.	40
	From East South 27th St. to Loop 322	50
	Loop 322 to 500 1500 feet north of Colony Hill Rd.	50
	500 1500 feet north of Colony Hill Rd. to Beltway South	40
Military Dr.	From Chapel Hill Rd. to west City limits	45
Mockingbird Blvd.	From South 3rd St. to North 3rd St.	35
Mockingbird Lane	From South 3rd St. to South 7th St.	35
	From North 3rd St. to Vogel Ave.	35
Musgrave Blvd.	East Lake Road to Scottish Road	35
Old Anson Rd.	From Ambler Ave. to I-20	40
	From I-20 to Winters Freeway	45
Oldham Ln.	From E.S. 11th St. to Berry Lane	45
	From Berry Ln. to 200 ft. south of Cornell Dr.	50

	From 200 ft. south of Cornell Dr. to 1,250 ft. north of City limits	55
	From 1,250 ft. north of City limits to south City limits	60
Overland Trail, East	From FW&D RR to east City limits	45
Overland Trail, West	From entrance ramp west of Shirley Rd. to North Clack St.	45
	From entrance ramp west of Shirley Rd. to west City limits	55
	From N. Danville Dr. to Old Anson Rd.	45
Pine St.	From North 6th St. to Lowden St.	35
	From Lowden St. to Huckleberry Ln.	45
	From Huckleberry Ln. to north City limits	55
Pioneer Dr.	From North 1st St. to North 10th St.	40
	From South 1st St. to South 14th St.	35
Rebecca Ln.	From Buffalo Gap Rd. to Catclaw Dr.	40
	From Catclaw Dr. to 1,000 feet west of Catclaw Dr.	45
	From 1,000 feet west of Catclaw Dr. to U.S. 277	55
Ridgemont Dr.	From Clack St. to Rebecca Ln.	35
SH 36	From Jake Roberts Freeway to south City limits	55
SH 351	From I-20 to 0.1 mile east of East Lake Rd.	50
	From 0.1 mile of East Lake Rd. to east City limits	55
Sayles Blvd.	From South 1st St. to Industrial Blvd.	35
Southwest Dr.	From Brookhollow Dr. to S. Clack St.	35
	From Clack St. to 1,000 feet northeast of Sharon Rd.	40
	From 1,000 feet northeast of Sharon Road to 200 feet southwest of Elm Creek	45
	From 200 feet southwest of Elm Creek to Rebecca Lane	55
Stamford St., East	From FW&D RR to east City limits	45
Stamford St., West	From exit ramp west of Shirley Rd. to west City limits	55

	From North Clack St. to exit ramp west of Shirley Rd.	45
	From Old Anson Rd. to Danville Dr.	45
T & P Lane	From E. Hwy. 80 to E.S. 11th St.	35
Texas Ave.	From U.S. 277 to Denton St.	35
	From Denton St. to Corsicana Ave.	40
	From Corsicana Ave. to Dub Wright Blvd.	45
Transformer Trail	From Wise St. to T & P R.R.	40
Treadaway Blvd.	From North 4th St. to Pine St.	40
	From South 3rd St. to South 11th St.	40
	From South 11th St. to South 32nd St.	45
	From South 32nd St. to 500 feet south of Executive Dr.	50
	From 500 feet south of Executive Dr. to south City limits	55
E. Hwy. 80	From Judge Ely Blvd. to 400 feet west of Cockerell St.	40
	From Judge Ely Blvd. to Northway Dr. (eastbound)	55
	From east City limits to Northway Dr.	55
	From Northway Dr. to Judge Ely Blvd. (westbound)	45
U.S. 277	From Danville Dr. to Texas Ave.	40
	From Texas Ave. to 200 feet south of Twilight Tr.	45
	From 200 feet south of Twilight Tr. to south City limits	55
Vogel Avenue	From Old Anson Rd. to Mockingbird Lane	35
Waldrop Drive	Hardwick Rd. to Clack St.	40
West Lake Rd.	From Ambler to 1,000 feet north	40
	From 1,000 feet north of Ambler Ave. to Anson Ave.	50
	From Anson Ave. to Stamford St.	40
	From Stamford St. to 500 feet north of Trailway Dr.	50

	From 500 feet north of Trailway Dr. to north City limits	55
Willis St.	From North 1st St. to North 12th St.	35
Zoo Lane	From Judge Ely Blvd. to Loop 322	40

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-285, “INCREASED SPEED LIMITS,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, the City of Abilene has installed a school zone on Maple Street in the vicinity of Colony Hill Road; and

WHEREAS, the City of Abilene has evaluated and recommends modifying existing speed limits to accommodate the school zone; and

WHEREAS, the City Code of Ordinance provides for increased speed limits in City Limits; and

WHEREAS, there is a need to amend the City Code of Ordinances to implement the recommended changes to the speed limit on Oldham Lane.

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

PART 1: That Chapter 18, Article XIII, Section 18-285, “Increased Speed Limits,” of the Abilene Municipal Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

PART 3: That any persons violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 27th day of March 2025.

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 6th day of April, 2025, 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 10th day of April, 2025, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 10th day of April 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 18-285. - Increased speed limits.

In accordance with the terms of this chapter and when signs are erected giving notice thereof, the prima facie speed limits shall be as set forth in this schedule upon those streets or portions of streets named herein and at all times unless otherwise specifically provided:

Street	Extent	Speed (mph)
North 1st St.	From Orange St. to Grape St.	35
	From Grape St. to Main St.	40
South 1st St.	From Treadaway Blvd. to Grape St.	35
	From Grape St. to Leggett Dr.	40
	From Leggett Dr. to Danville Dr.	45
	From Danville Dr. to west City limits	55
North 6th St.	From Shelton St. to Elm Creek	35
South 7th St.	From Pioneer Dr. to Corsicana Ave.	35
	From Corsicana Ave. to Arnold Blvd.	40
East North 10th St.	From FW&D RR to Kenwood Dr.	40
	From Kenwood Dr. to Loop 322	45
North 10th St.	From Treadaway Blvd. to FW&D RR	35
	From Westmoreland St. to North Clack St.	35
	From Clack St. to Wall St.	40
South 11th St.	From South Treadaway Blvd. to Abilene Southern RR	35
East South 11th St.	From Abilene Southern RR to Lytle Acres Dr.	40
	From Lytle Acres Dr. to Judge Ely Blvd.	45
	From Judge Ely Blvd. to Jake Roberts Freeway	55

South 14th St.	From Treadaway Blvd. to Hollis Dr.	35
	From Hollis Dr. to 500 feet west of Pioneer Dr.	40
	From 500 feet west of Pioneer Dr. To Danville Dr.	35
South 25th St.	From Treadaway Blvd. to Maple St.	40
South 27th St.	From Brookhollow Dr. to South Treadaway Blvd.	35
	From South Treadaway Blvd. to Abilene Southern RR	40
East South 27th St.	From Abilene Southern RR to Oldham Ln.	50
Airport Blvd.	From State Highway 36 to Lance Dr.	40
Ambler Ave.	From Judge Ely Blvd. to I-20	50
	From Judge Ely Blvd. to Cottonwood St.	45
	From Cottonwood St. to North Danville Dr.	35
Arnold Blvd.	From S. 1st St. to Military Dr.	40
	From Military Dr. to Hartford St.	45
Antilley Rd.	From US 83/84 to 400 feet west of Directors Prkwy.	35
	From 400 feet west of Directors Prkwy. to west City limits	45
Barrow St.	From S. 7th St. to S. 27th St.	35
Bentley St.	From Lytle Way to Loop 322	40
Buffalo Gap Rd.	From Sayles Blvd. to South 27th St.	35
	From South 27th St. to 300 feet south of Stonecrest Dr.	40
	From 300 feet south of Stonecrest Dr. to 800 feet south of Antilley Rd.	45
	From 800 feet south of Antilley Rd. to Catclaw Creek	50
	From Catclaw Creek to south City limits	55
Butternut St.	From South 1st St. to South Treadaway Blvd.	35
Beltway South	From west City limits to east City limits	55
Catclaw Drive	From S. Clack to Cedar Run Rd.	35

	From Cedar Run Rd. to Rebecca Ln.	40
Clack St., North	From North 10th St. to West Stamford St.	45
	From West Overland Trail to north City limits	45
Clack St., South	From South 7th St. to Hartford St.	45
	From Hartford St. to South 14th St.	40
	From South 14th St. to U.S. 83/84	45
Corsicana Ave.	From alley south of Pueblo Dr. to alley north of Benbrook St.	35
Danville Dr., North	From North 10th St. to West Stamford St.	45
	From West Overland Trail to north City limits	45
Danville Dr., South	From Treadaway Blvd. to Fairmount St.	45
	From Fairmount St. to a point 500 feet south of Steffens St.	40
Dub Wright Blvd.	From US 277 to 1,000 feet south of Jennings Dr.	55
	From 1,000 feet south of Jennings Dr. to Hartford St.	50
East Lake Rd.	From SH 351 to north City limits	55
	SH 351 to Musgrave Blvd.	40
Expo Dr.	From ES 11th St. to 500 feet south of Lytle Way	35
Expo Dr.	From 500 feet south of Lytle Way to Loop 322	40
Five Points Prkwy.	From Fulwiler Rd. to Arnold Blvd.	35
FM 3438	From I-20 to S. 1st St. (US 84)	50
Fulwiler Road		50
Grape St.	From North 1st St. to Pine St.	35
Hardison Ln.	From Maple St. to Oldham Ln. (FM 1750)	40
Hardwick Rd.	From Antilley Rd. to Beltway South (FM 707)	45
Hartford St.	From Corsicana Ave. to Dub Wright Blvd.	40
Highland Ave.	From South 20th Street to Buffalo Gap Rd.	35

Industrial Blvd.	From Danville Dr. to Treadaway Blvd.	40
	From Loop 322 to Oldham Lane	45
	From Oldham Lane to Georgetown Dr.	40
	From Treadaway Blvd. to Loop 322	50
Judge Ely Blvd.	From E.N. 10th St. to E.N. 16th St.	40
	From Stamford St. to E.N. 16th St.	45
	From E.N. 10th St. to E. Hwy. 80	40
	From E. Hwy. 80 to East South 11th St.	45
Leggett Dr.	From North 1st St. to Elm Creek	35
Loop 322 (Jake Roberts F'way)	From east property line of South Treadaway Blvd. to East Stamford St.	55
Lytle Way	From East South 11th St. to Loop 322	40
Maple St.	From East South 11th St. to east South 27th St.	40
	From East South 27th St. to Loop 322	50
	Loop 322 to 1500 feet north of Colony Hill Rd.	50
	1500 feet north of Colony Hill Rd. to Beltway South	40
Military Dr.	From Chapel Hill Rd. to west City limits	45
Mockingbird Blvd.	From South 3rd St. to North 3rd St.	35
Mockingbird Lane	From South 3rd St. to South 7th St.	35
	From North 3rd St. to Vogel Ave.	35
Musgrave Blvd.	East Lake Road to Scottish Road	35
Old Anson Rd.	From Ambler Ave. to I-20	40
	From I-20 to Winters Freeway	45
Oldham Ln.	From E.S. 11th St. to Berry Lane	45
	From Berry Ln. to 200 ft. south of Cornell Dr.	50

	From 200 ft. south of Cornell Dr. to 1,250 ft. north of City limits	55
	From 1,250 ft. north of City limits to south City limits	60
Overland Trail, East	From FW&D RR to east City limits	45
Overland Trail, West	From entrance ramp west of Shirley Rd. to North Clack St.	45
	From entrance ramp west of Shirley Rd. to west City limits	55
	From N. Danville Dr. to Old Anson Rd.	45
Pine St.	From North 6th St. to Lowden St.	35
	From Lowden St. to Huckleberry Ln.	45
	From Huckleberry Ln. to north City limits	55
Pioneer Dr.	From North 1st St. to North 10th St.	40
	From South 1st St. to South 14th St.	35
Rebecca Ln.	From Buffalo Gap Rd. to Catclaw Dr.	40
	From Catclaw Dr. to 1,000 feet west of Catclaw Dr.	45
	From 1,000 feet west of Catclaw Dr. to U.S. 277	55
Ridgemont Dr.	From Clack St. to Rebecca Ln.	35
SH 36	From Jake Roberts Freeway to south City limits	55
SH 351	From I-20 to 0.1 mile east of East Lake Rd.	50
	From 0.1 mile of East Lake Rd. to east City limits	55
Sayles Blvd.	From South 1st St. to Industrial Blvd.	35
Southwest Dr.	From Brookhollow Dr. to S. Clack St.	35
	From Clack St. to 1,000 feet northeast of Sharon Rd.	40
	From 1,000 feet northeast of Sharon Road to 200 feet southwest of Elm Creek	45
	From 200 feet southwest of Elm Creek to Rebecca Lane	55
Stamford St., East	From FW&D RR to east City limits	45
Stamford St., West	From exit ramp west of Shirley Rd. to west City limits	55

	From North Clack St. to exit ramp west of Shirley Rd.	45
	From Old Anson Rd. to Danville Dr.	45
T & P Lane	From E. Hwy. 80 to E.S. 11th St.	35
Texas Ave.	From U.S. 277 to Denton St.	35
	From Denton St. to Corsicana Ave.	40
	From Corsicana Ave. to Dub Wright Blvd.	45
Transformer Trail	From Wise St. to T & P R.R.	40
Treadaway Blvd.	From North 4th St. to Pine St.	40
	From South 3rd St. to South 11th St.	40
	From South 11th St. to South 32nd St.	45
	From South 32nd St. to 500 feet south of Executive Dr.	50
	From 500 feet south of Executive Dr. to south City limits	55
E. Hwy. 80	From Judge Ely Blvd. to 400 feet west of Cockerell St.	40
	From Judge Ely Blvd. to Northway Dr. (eastbound)	55
	From east City limits to Northway Dr.	55
	From Northway Dr. to Judge Ely Blvd. (westbound)	45
U.S. 277	From Danville Dr. to Texas Ave.	40
	From Texas Ave. to 200 feet south of Twilight Tr.	45
	From 200 feet south of Twilight Tr. to south City limits	55
Vogel Avenue	From Old Anson Rd. to Mockingbird Lane	35
Waldrop Drive	Hardwick Rd. to Clack St.	40
West Lake Rd.	From Ambler to 1,000 feet north	40
	From 1,000 feet north of Ambler Ave. to Anson Ave.	50
	From Anson Ave. to Stamford St.	40
	From Stamford St. to 500 feet north of Trailway Dr.	50

	From 500 feet north of Trailway Dr. to north City limits	55
Willis St.	From North 1st St. to North 12th St.	35
Zoo Lane	From Judge Ely Blvd. to Loop 322	40

Ordinance (First Reading): Amending Chapter 18, “Motor Vehicles and Traffic,” Article XIII, “Schedules,” Section 18-285, “Increased Speed Limits” of the Abilene Municipal Code

(Max Johnson)

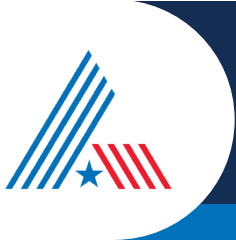




Amending Chapter 18 of the Abilene Municipal Code

- Modifies speed limit on Maple Street to accommodate the school zone for Wylie East Elementary
 - New speed limit along Maple Street changes to 40 mph, 1500 feet north of Colony Hills Parkway
 - 40 mph speed limit continues from this location to Beltway South (FM 707)
- Speed limit modification allows for appropriate speed reduction for school zone
- When flashing, traffic along Maple Street slows from 40 mph to the school zone at 25 mph





Amending Chapter 18 of the Abilene Code of Ordinances

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 3/27/2025

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: **15. Ordinance (First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article XIII, "Schedules," Section 18-286, "Decreased Speed Limits-School Zones," of the Abilene Municipal Code (Max Johnson)

GENERAL INFORMATION

The Ordinance Amendment modifies existing school zones surrounding Wylie East Elementary and Wylie East Jr. High Schools. The school zones on Colony Hill Road are separated between the two (2) schools. For Wylie East Elementary along Colony Hill Road, the new school zone boundaries are Maple Street and Connor Road. Along Maple Street, the boundaries for the school zone for Wylie East Elementary are 500 feet north of Colony Hill Road and Carriage Hills Parkway. For Wylie East Junior High, the school zone on Colony Hill Road extends from Wildflower Way east to the City Limits.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Redlline_Ord_Amend_Wylie Elem and Jr High School Zones 3-19-2025
2. Clean_Ord_Amend_Wylie Elem and Jr High School Zones 3-19-2025
3. Ordinance Wylie Elem and Jr High School Zones 3-19-2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-286, “DECREASED SPEED LIMITS-SCHOOL ZONES,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, an engineering study has resulted in a recommendation for amending the existing school zones for Wylie East Elementary and Wylie East Junior High schools; and

WHEREAS, the City Code of Ordinance provides for decreased speed limits for established school zones; and

WHEREAS, there is a need to amend the City Code of Ordinances to implement the engineering recommended school zone additions.

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

PART 1: That Chapter 18, Article XIII, Section 18-286 of the Abilene Municipal Code be amended as set out in Exhibit “A,” attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

PART 3: That any persons, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 27th day of March 2025.

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 6th day of April, 2025, 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 10th day of April, 2025, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 10th day of April 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 18-286. Decreased speed limits-School zones.

- (b) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be twenty-five (25) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

School	Street	Extent
Wylie East Elementary	Colony Hill Road	From Maple Street, east to the City Limits Connor Road.
Wylie East Elementary	Maple Street	From 500 feet north of Colony Hill Road to Carriage Hills Parkway
Wylie East Junior High	Colony Hill Road	From Wildflower Way, east to City Limits

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE XIII, “SCHEDULES,” SECTION 18-286, “DECREASED SPEED LIMITS-SCHOOL ZONES,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, an engineering study has resulted in a recommendation for amending the existing school zones for Wylie East Elementary and Wylie East Junior High schools; and

WHEREAS, the City Code of Ordinance provides for decreased speed limits for established school zones; and

WHEREAS, there is a need to amend the City Code of Ordinances to implement the engineering recommended school zone additions.

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

PART 1: That Chapter 18, Article XIII, Section 18-286 of the Abilene Municipal Code be amended as set out in Exhibit “A,” attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

PART 3: That any persons, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 27th day of March 2025.

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 6th day of April, 2025, 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 10th day of April, 2025, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 10th day of April 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 18-286. Decreased speed limits-School zones.

- (b) In accordance with the provisions of this chapter, and when traffic-control devices or signs are erected giving notice thereof, the prima facie speed limit shall be twenty-five (25) miles per hour for hours designated on school days, where school signs are posted or at any time when electrical control devices are in operation, on the following streets or portions of streets:

School	Street	Extent
Wylie East Elementary	Colony Hill Road	From Maple Street, to Connor Road.
Wylie East Elementary	Maple Street	From 500 feet north of Colony Hill Road to Carriage Hills Parkway
Wylie East Junior High	Colony Hill Road	From Wildflower Way, east to City Limits

Ordinance (First Reading): Amending Chapter 18, “Motor Vehicles and Traffic,” Article XIII, “Schedules,” Section 18-286, “Decreased Speed Limits-School Zones” of the Abilene Municipal Code

(Max Johnson)

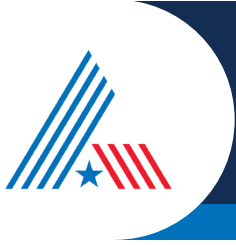




Amending Chapter 18 of the Abilene Municipal Code

- Modifies existing school zone for Wylie East Elementary on both Colony Hill Road and Maple Street
 - For Colony Hill, school zone from Maple Street to Connor Road
 - For Maple Street, school zone is 500 feet north of Colony Hill Road to Carriage Hills Parkway
- Adds separate school zone for Wylie East Junior High on Colony Hill Road
 - School zone from Wildflower Way, east to City Limits





Amending Chapter 18 of the Abilene Code of Ordinances

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 3/27/2025

TO: Honorable Mayor & Members of the City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: **16. Ordinance (First Reading):** Receive a Report, Hold a Discussion and Take Action on Amending Chapter 28, "Solicitations", of the Code of Ordinances, Article II - "Permit", Section 28-21 "Denial" and Section 28-22 "Revocation" *(Shawna Atkinson)*

GENERAL INFORMATION

Chapter 28 of the Code of Ordinances deals with solicitation permits. Currently, the section reads that an applicant be denied "because of a conviction of a felony, or a misdemeanor if the crime is directly related to the fraudulent or deceitful conduct of a solicitor or solicitor's business..." The City Secretary's Office would like to amend this to allow for denial and revocation due to deferred adjudication as well.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Ordinance

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Solicitation Ordinance - Redline
2. Solicitation Ordinance - clean
3. Amend Solicitation Ordinance Permit

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 28 “SOLICITATIONS,” ARTICLE II, “PERMIT,” SECTION 28-21 “DENIAL” & 28-22 “REVOCATION” OF THE CODE OF THE CITY OF ABILENE, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, the United States Supreme Court has ruled in *Reed v. Town of Gilbert* that restrictions on “protected speech” that are based on the kind of message conveyed are “content-based,” and therefore severely restricted; and

WHEREAS, the City’s current ordinance regulating door-to-door solicitation regulates “canvassing”, “solicitation”, and “peddling”, thus basing its regulation of protected speech on the kind of message conveyed by such protected speech; and

WHEREAS, the purposes of Chapter 28 of the Code of Ordinances, namely the protection of citizens from criminal activity, uninvited solicitors, and protection of the public health, safety, and welfare, may be accomplished by amending said chapter; and

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

PART 1: That Chapter 28, Article I, “In General,” and Article II, “Permit,” of the Code of Ordinances of the City of Abilene, Texas, are 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 adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

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

PASSED ON FIRST READING this _____.

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 _____ 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 _____, to permit

the public to be heard. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING this _____.

ATTEST:

CITY SECRETARY

MAYOR

CITY ATTORNEY

Exhibit A

Sec. 28-21 Denial.

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

- (a) Because of a person's conviction or deferred adjudication of a felony, or misdemeanor if the crime directly relates to the fraudulent or deceitful conduct of a solicitor or solicitor's business or results from an assault against person.
- (b) An investigation reveals that the applicant falsified information on the application.
- (c) The applicant is a registered sex offender.
- (d) The applicant has had a permit revoked for any reason within the past three (3) years.

Sec. 28.22. Revocation.

- (a) Permits issued under the provision of this article may be revoked for any of the following causes by an official of the City of Abilene:
 - (1) Fraud, misrepresentation or false statement contained in the application for permit.
 - (2) Fraud, misrepresentation or false statement made in the course of carrying on his business.
 - (3) Any violation of this chapter.
 - (4) Conviction or deferred adjudication of a felony, or of a misdemeanor ~~or any felony~~ if the crime directly relates to the conduct of the business.
 - (5) Conducting the business of solicitation in an unlawful manner, or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, and general welfare of the public.
- (b) Notice of revocation of a permit shall be given verbally or in writing and specify the grounds of the revocation.
- (c) When the solicitor receives notice that their permit has been revoked, they shall immediately surrender their permit to the revoking official.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 28 “SOLICITATIONS,” ARTICLE II, “PERMIT,” SECTION 28-21 “DENIAL” & 28-22 “REVOCATION” OF THE CODE OF THE CITY OF ABILENE, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, the United States Supreme Court has ruled in *Reed v. Town of Gilbert* that restrictions on “protected speech” that are based on the kind of message conveyed are “content-based,” and therefore severely restricted; and

WHEREAS, the City’s current ordinance regulating door-to-door solicitation regulates “canvassing”, “solicitation”, and “peddling”, thus basing its regulation of protected speech on the kind of message conveyed by such protected speech; and

WHEREAS, the purposes of Chapter 28 of the Code of Ordinances, namely the protection of citizens from criminal activity, uninvited solicitors, and protection of the public health, safety, and welfare, may be accomplished by amending said chapter; and

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

PART 1: That Chapter 28, Article I, “In General,” and Article II, “Permit,” of the Code of Ordinances of the City of Abilene, Texas, are 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 adjudged invalid by a court of competent jurisdiction, such judgment shall not effect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

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

PASSED ON FIRST READING this _____.

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 _____ 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 _____, to permit

the public to be heard. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING this _____.

ATTEST:

CITY SECRETARY

MAYOR

CITY ATTORNEY

Exhibit A

Sec. 28-21 Denial.

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

- (a) Because of a person's conviction or deferred adjudication of a felony, or misdemeanor if the crime directly relates to the fraudulent or deceitful conduct of a solicitor or solicitor's business or results from an assault against person.
- (b) An investigation reveals that the applicant falsified information on the application.
- (c) The applicant is a registered sex offender.
- (d) The applicant has had a permit revoked for any reason within the past three (3) years.

Sec. 28.22. Revocation.

- (a) Permits issued under the provision of this article may be revoked for any of the following causes by an official of the City of Abilene:
 - (1) Fraud, misrepresentation or false statement contained in the application for permit.
 - (2) Fraud, misrepresentation or false statement made in the course of carrying on his business.
 - (3) Any violation of this chapter.
 - (4) Conviction or deferred adjudication of a felony, or a misdemeanor if the crime directly relates to the conduct of the business.
 - (5) Conducting the business of solicitation in an unlawful manner, or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety, and general welfare of the public.
- (b) Notice of revocation of a permit shall be given verbally or in writing and specify the grounds of the revocation.
- (c) When the solicitor receives notice that their permit has been revoked, they shall immediately surrender their permit to the revoking official.

AMEND SOLICITATION ORDINANCE PERMIT REQUIREMENTS





**City Council
Agenda Memo**

City Council Meeting Date: 3/27/2025

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: **17. Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 22, Parks and Recreation, Article I, In General, Sec. 22-5, Camping, Sleeping, Parking Overnight, of the Code of Ordinances (*Lesli Andrews*)

GENERAL INFORMATION

The City of Abilene has allowed overnight camping in Johnson and Sea Bee Parks for many years. As Abilene has developed, there has become a need to update the ordinance.

Staff is requesting the ordinance include City property as well as parks, and playgrounds and state thereon as well as therein.

We would also like to allow camping in Sea Bee and Johnson Parks to be extended from 48 to 72 hours. Our busiest weekends are three-day weekends.

Over the years, there has become an increased need for a permitting process. The City now has the ability to have a permitting process online 24/7 so a patron has the opportunity to request a camping permit and pay at any time. The permit is beneficial in supporting City Marshals with oversight of the parks when people are camping.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

There will not be a fiscal impact.

STAFF RECOMMENDATION

Staff recommends approval of the updated camping, sleeping, and parking ordinance.

BOARD OR COMMISSION RECOMMENDATION

The Parks and Recreation Board approved the camping policy at their March 18, 2025 board meeting.

ATTACHMENTS:

1. 25_3_27 Enacting Ordinance - Section 22-5, Camping
2. Final Ordinance Chapter 22-5
3. Redline Ordinance Chapter 22-5
4. 25_3_27 Presentation Amending Chapter 22 - 5 Camping Sleeping Parking Overnight Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AMENDING CHAPTER 22, "PARKS AND RECREATION," ARTICLE I, "IN GENERAL," SECTION 22-5, "CAMPING, SLEEPING, PARKING OVERNIGHT," 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, Section 22-5, of the Abilene Code of Ordinance sets forth the procedure and guidelines to issue a camping permit; and

WHEREAS, the City of Abilene seeks to revise the Ordinance to issue camping 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 22, "Parks and Recreation," Article 1, "In General," Section 22-5, "Camping, sleeping, parking overnight," 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 13th day of February, 2025.

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 23rd day of February, 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 27th day of February, 2025, to permit the public to be heard.

ADOPTED on the second and final reading on this 27th day of March, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

Sec. 22-5. - Camping, sleeping, parking overnight.

(a) No person shall camp in or on any City property, park or playground or set up any tent, or other shelter or lay any bedroll or other sleeping equipment therein, or there on. This section does not apply to permitted camping in Sea Bee and Johnson Parks where camping is allowed by individuals up to seventy-two (72) hours in designated camp sites.

(b) All camping terms and conditions are established and maintained in the Parks and Recreation Camping Policy and placed on file in the office of the City Secretary.

(c) Failure to comply with terms and conditions in the Parks and Recreation Camping Policy may result in denial, termination or revocation of permit as well as forfeiture of any fees, paid or unpaid, for City services under this chapter.

(d) No person shall sleep or park overnight within any park, parkway or playground within the City except properly designated attendants, caretakers or persons with a camping permit from the Parks and Recreation Department or to persons camping in designated areas in accordance with rules and regulations of the Parks and Recreation Board.

(Code 1965, § 20-1; Ord. No. 77-1981, pt. 1(1), 8-13-81)

Sec. 22-5. - Camping, sleeping, parking overnight.

(a) No person shall camp ~~in any City park or playground~~ in or on any City property, park or playground or set up any tent, ~~shack~~ or other shelter or lay any bedroll or other sleeping equipment therein, or there on. This section does not apply ~~into permitted~~ camping in Sea Bee and Johnson Parks where camping is ~~permitted-allowed~~ by individuals up to ~~fortyseventy-eighttwo~~ (4872) hours in designated camp sites. ~~This section does not apply to camping in any City park or playground by special permission of the Parks and Recreation Department Director.~~

(b) All camping terms and conditions are established and maintained in the Parks and Recreation Camping Policy and placed on file in the office of the City Secretary.

(c) Failure to comply with terms and conditions in the Parks and Recreation Camping Policy may result in denial, termination or revocation of permit as well as forfeiture of any fees, paid or unpaid, for City services under this chapter.

(bd) No person shall sleep or park overnight within any park, parkway or playground within the City except properly designated attendants, caretakers or persons with a ~~special-camping~~ permit from the Parks and Recreation ~~Director~~Department or to persons camping in designated areas in accordance with rules and regulations of the Parks and Recreation Board.

(Code 1965, § 20-1; Ord. No. 77-1981, pt. 1(1), 8-13-81)

Amending Ordinance Chapter 22-5 Camping, Sleeping, and Overnight Parking



Information:

- The City of Abilene has allowed overnight camping in Johnson and Sea Bee Parks for many years. As Abilene has developed, there has become a need to update the ordinance.
- Staff is requesting the ordinance include City property as well as parks, and playgrounds and state thereon as well as therein.
- We would also like to allow camping in Sea Bee and Johnson Parks to be extended from 48 to 72 hours. Our busiest weekends are three-day weekends.
- Over the years, there has become an increased need for a permitting process. The City now has the ability to have a permitting process online 24/7 so a patron has the opportunity to request a camping permit and pay at any time. The permit is beneficial in supporting City Marshalls with oversight of the parks when people are camping.





**City Council
Agenda Memo**

City Council Meeting Date: 3/27/2025

TO: Robert Hanna, City Manager

FROM: Lesli Andrews, Director

SUBJECT: 18. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending the Fee Ordinance to Add a Camping Fee for Overnight Camping in Johnson Park and Sea Bee Park, and Add a Commercial Breeder Permit Fee (Lesli Andrews)

GENERAL INFORMATION

The City of Abilene has allowed overnight camping in Johnson and Sea Bee Parks for many years. Over the years, there has become an increased need for a permitting process. The City now has the ability to have a permitting process online 24/7 so a patron has the opportunity to request a camping permit and pay at any time. The permit is beneficial in supporting City Marshalls with oversight of the parks when people are camping. The fee recommended is \$22 per night for overnight camping.

The Amended Animals and Fowl ordinance created a commercial breeder permit. The Fee Ordinance does not currently have the permit fee listed. The proposed fee for the permit is \$150 and the permit is for two years.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

Revenue from camping and commercial breeder permit will go into the General Fund operating budget.

STAFF RECOMMENDATION

Staff recommends charging a fee for overnight camping in Lake Fort Phantom and Sea Bee Parks as well as adding a fee for a commercial breeder permit.

BOARD OR COMMISSION RECOMMENDATION

Parks and Recreation approved the Camping Policy during the March 18, 2025 meeting.

ATTACHMENTS:

1. 2025 Ordinance-Camping & Breeder Permit Fee Added to Fee Schedule
2. Attachment A - Camping and Commercial Breeder Permit Fee Added to Fee Schedule
3. 25_2_13 Presentation FY25 Camping and Commercial Breeder Fee Schedule Addition

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 37-2024 AND ADOPTING FEES AND CHARGES FOR CAMPING AND FOR A COMMERCIAL BREEDER PERMIT, 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 37-2024 ("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 a Commercial Breeder Permit 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.

The Camping Fee was PASSED ON FIRST READING on the 13th day of February, A.D. 2025.

The Commercial Breeder Permit Fee was PASSED ON FIRST READING on the 13th day of March, A.D. 2025.

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
27th day of March, A.D. 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

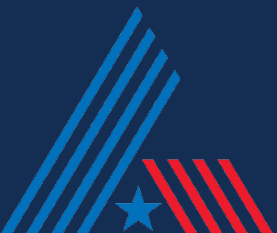
Parks	Daily Overnight Camping Fee	\$22 per day
Animals	Commercial Breeder Permit	\$150/2 year

Camping and Commercial Breeder Permit Fee Schedule Addition



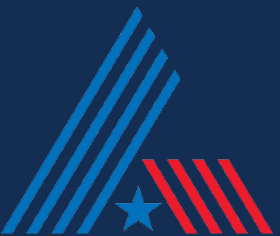
Information: Camping Fee

- The City of Abilene has allowed overnight camping in Johnson and Sea Bee Parks for many years.
- Over the years, there has become an increased need for a permitting process.
- The City now has the ability to have a permitting process online 24/7 so a patron has the opportunity to request a camping permit and pay at any time.
- The permit is beneficial in supporting City Marshalls with oversight of the parks when people are camping.
- The fee recommended is \$22 per night for overnight camping.



Information: Commercial Breeder Permit Fee

- The Amended Animals and Fowl ordinance created a commercial breeder permit.
- The Fee Ordinance does not currently have the permit fee listed.
- The proposed fee for the permit is \$150.
- The permit is for two years.





**City Council
Agenda Memo**

City Council Meeting Date: 3/27/2025

TO: Robert Hanna, City Manager

FROM: Tim Littlejohn, Director of Planning & Development Services

SUBJECT: **19. Ordinance (Final Reading) Z-2025-04:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on A Request From The Owner, To Change The Zoning Of Approximately 2.5 Acres From Heavy Industrial (HI) To Light Industrial (LI). Located At 4397 Crawford Drive. Legal Description Being Block A, Lot 1, Of The Button Willow, Section 5 Subdivision, Abilene, Taylor County, Texas *(Tim Littlejohn)*

GENERAL INFORMATION

The subject property was annexed into the City of Abilene in 1957 and was developed in 1980. The property has two buildings on it. One is currently being used by an environmental services company and one is vacant. The applicant is requesting the rezoning to allow more uses for the vacant building. Rezoning the property from HI to LI will not create a non-conformity with the existing Recycling Collection and Processing Center use.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

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

ATTACHMENTS:

1. Ordinance
2. Staff Report
3. owner authorization
4. project overview
5. Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING A CERTAIN PROPERTY; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

PART 1: That Chapter 2 (Zoning Regulations) of the Land Development Code of the City of Abilene, is hereby amended by changing the zoning district boundaries as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

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

PASSED ON FIRST READING the 13th day of March, 2025.

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 14th day of February, 2025, the same being more than fifteen (15) days prior to a public hearing held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m. on the 27th day of March, 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 27th day of March, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

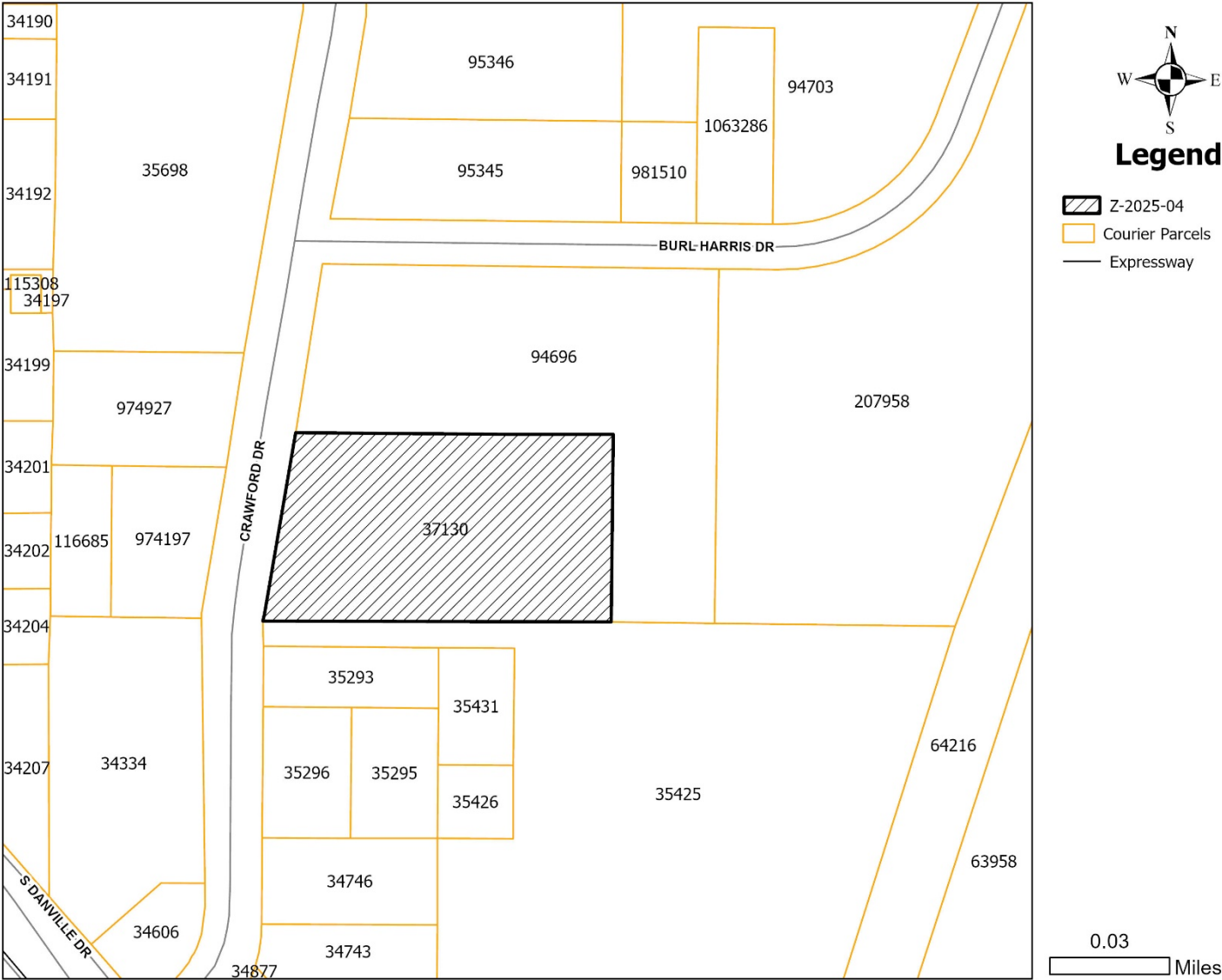
ORDINANCE NO. _____

EXHIBIT A

Change the zoning classification of approximately 2.5 acres from Heavy Industrial (HI) to Light Industrial (LI).

Legal description being Block A, Lot 1, of the Button Willow, Section 5 Subdivision, Abilene, Taylor County, Texas.

Located at 4397 Crawford Drive.



END

ZONING CASE Z-2025-04 STAFF REPORT

Scheduled Hearings

Planning & Zoning Commission: March 4, 2025

City Council 1st Read: March 13, 2025

City Council 2nd Read: March 27, 2025

Applicant

Owner: RGP Enterprises INC

Agent: Derek Peterson

Case Manager

Mason Teegardin – Division Manager

Request

Rezone approximately 2.5 acres from Heavy Industrial (HI) to Light Industrial (LI).

Location

The subject property is located at 4397 Crawford Drive. Legal description being Block A, Lot 1, of the Button Willow, Section 5 Subdivision, Abilene, Taylor County, Texas.

Background

The subject property was annexed into the City of Abilene in 1957 and was developed in 1980. The property has two buildings on it. One is currently being used by an environmental services company and one is vacant. The applicant is requesting the rezoning to allow more uses for the vacant building. Rezoning the property from HI to LI will not create a non-conformity with the existing Recycling Collection and Processing Center use.

Zoning, Existing and Proposed Land Use

	Zoning	Existing Land Use
North	HI	Roofing Supply Company
East	HI	Roofing Supply Company & Vacant Land
South	LI	Vacant Building
West	LI	Office

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 zoning is compatible with the Future Land Use Map and 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.**

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.

This property has access to all required utilities.

(4) Any other factors, which will substantially affect the public health, safety, morals, or general welfare.

None known.

P&Z Recommendation

The Planning & Zoning Commission recommends **approval**.

Attachments

- PowerPoint Presentation
- Project Overview
- Owner Authorization

Notification

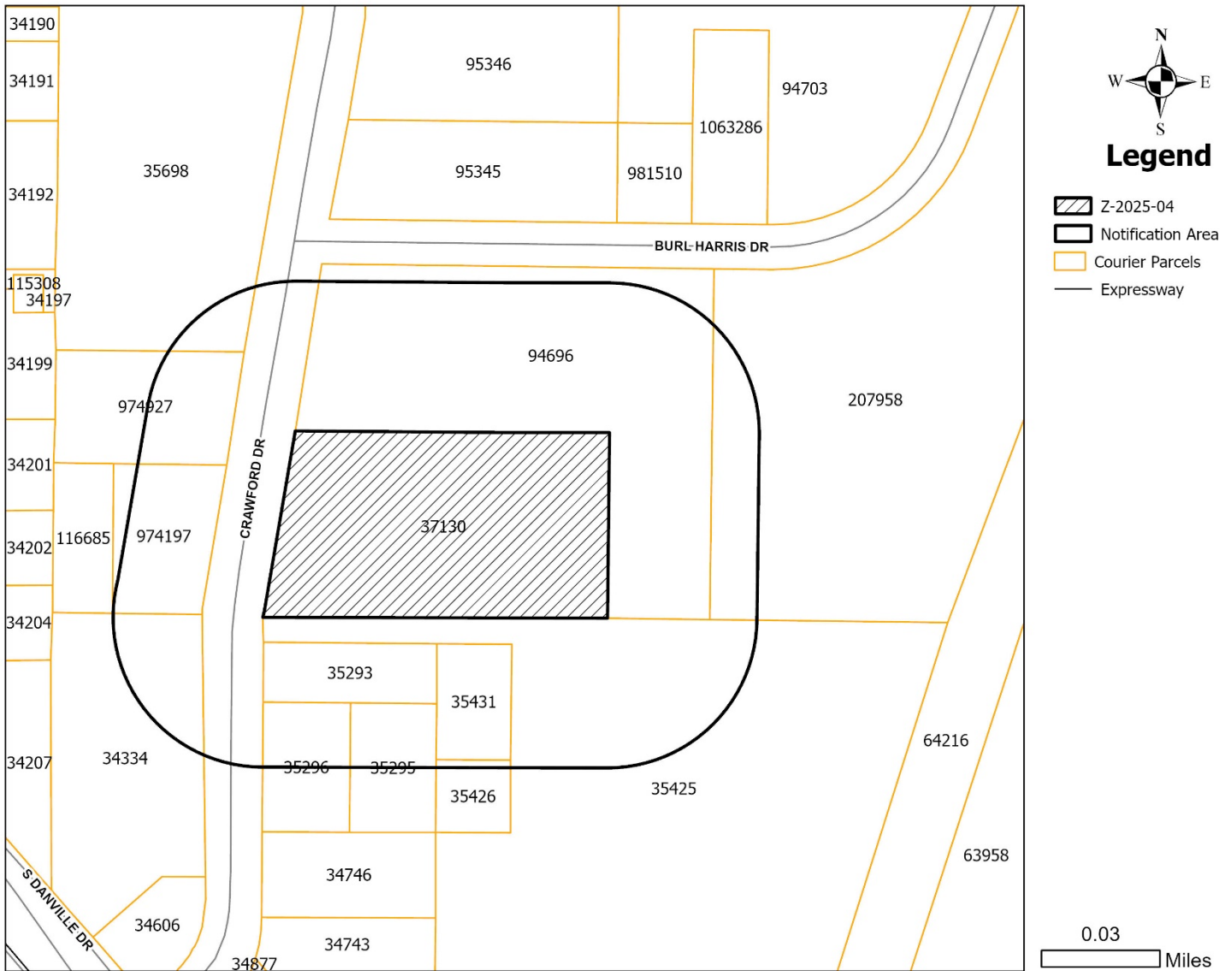
Pursuant to Section 1.2.2.2 of the Land Development Code, City staff mailed personal notices on February 14, 2025, via standard mail to the owners of property within a 200-foot radius of the subject street right of way. The property owners and associated parcel identification numbers are identified below:

PROPERTY OWNER

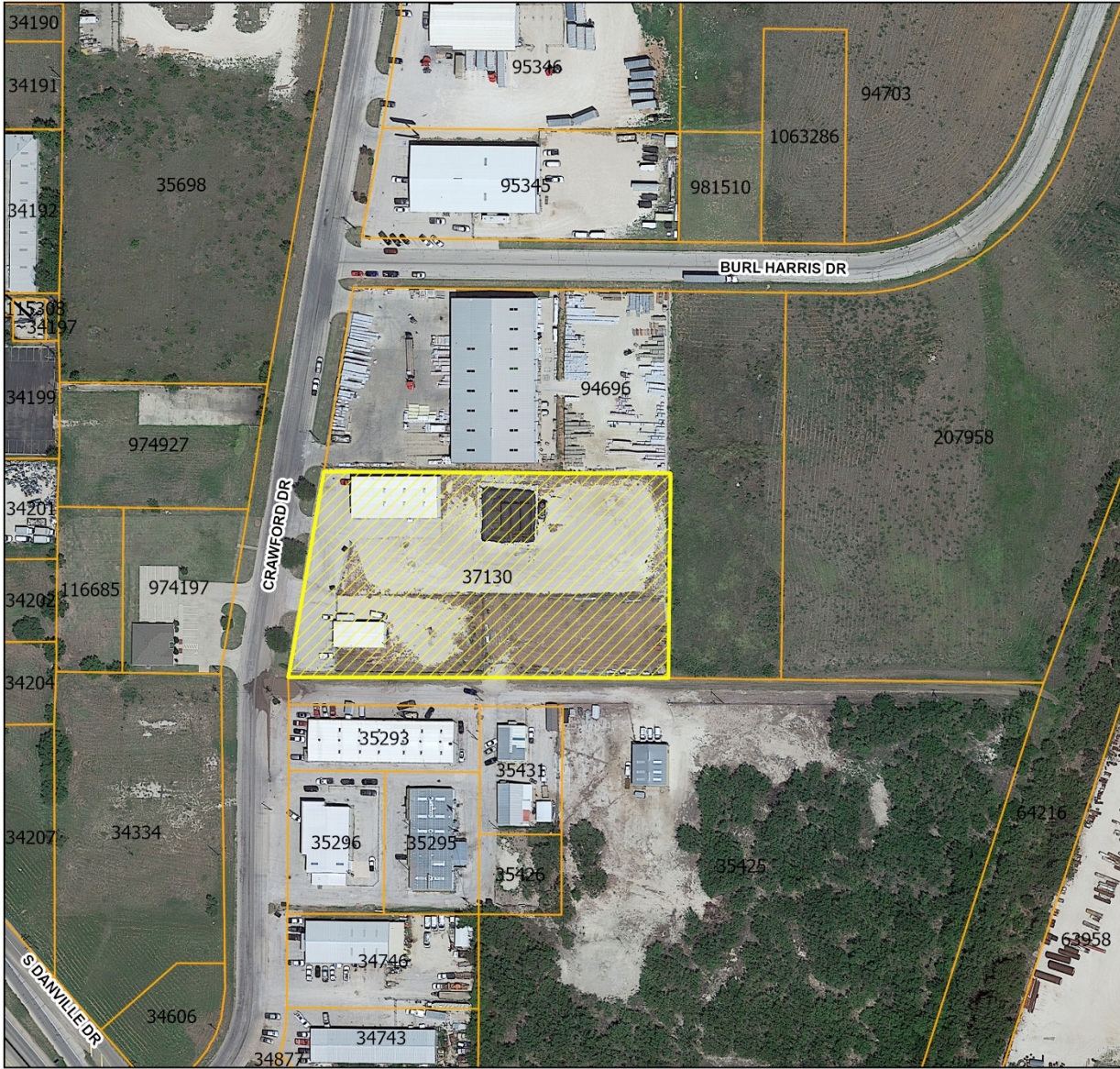
Legend: O - Opposed, F - In Favor

OWNER	PROP_ID	SITUS	RESPONSE
ALTMAN ENTERPRISES LTD	35295	4417 CRAWFORD DR	
ALTMAN ENTERPRISES LTD	35426	4421 CRAWFORD DR	
AMERICAN BUILDERS &	94696	4341 CRAWFORD DR	
AMERICAN BUILDERS &	94696	4349 BURL HARRIS DR	
BERTRAM HOSPITALITY LLC	974927		
BIG COUNTRY HOME BUILDERS	974197	4398 CRAWFORD DR	
BMCW SOUTH CENTRAL L P	35698	2241 INDUSTRIAL BL	
ESKO RANCH LTD	207958	4325 BURL HARRIS DR	
ESKO RANCH LTD	207958	4313 BURL HARRIS DR	
ESKO RANCH LTD	207958	4295 BURL HARRIS DR	
FURNITURE ROW USA LLC	34334	4444 CRAWFORD DR	
HILL TY	35431	4407 CRAWFORD DR	
HILL TY	35431	4405 CRAWFORD DR	
HILL TY	35425	4419 CRAWFORD DR	
RGP ENTERPRISES INC	37130	4397 CRAWFORD DR	
RGP ENTERPRISES INC	37130	4349 CRAWFORD DR	
RGP ENTERPRISES INC	35293	4401 CRAWFORD DR	
SHOOTIN SHOP LLC	35296	4409 CRAWFORD DR	

NOTIFICATION MAP



AERIAL LOCATION MAP



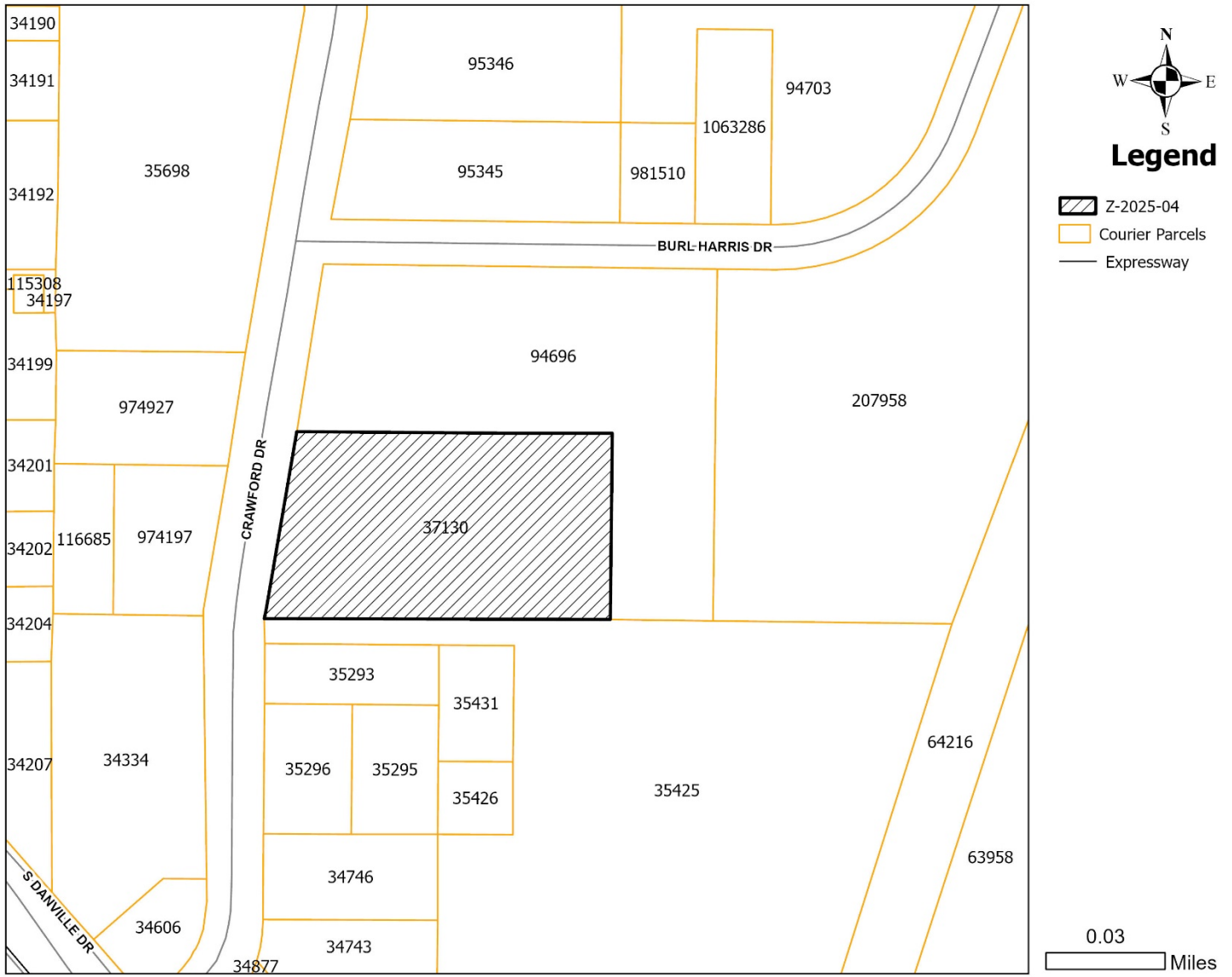
Legend

-  Z-2025-04
-  Courier Parcels
-  Expressway

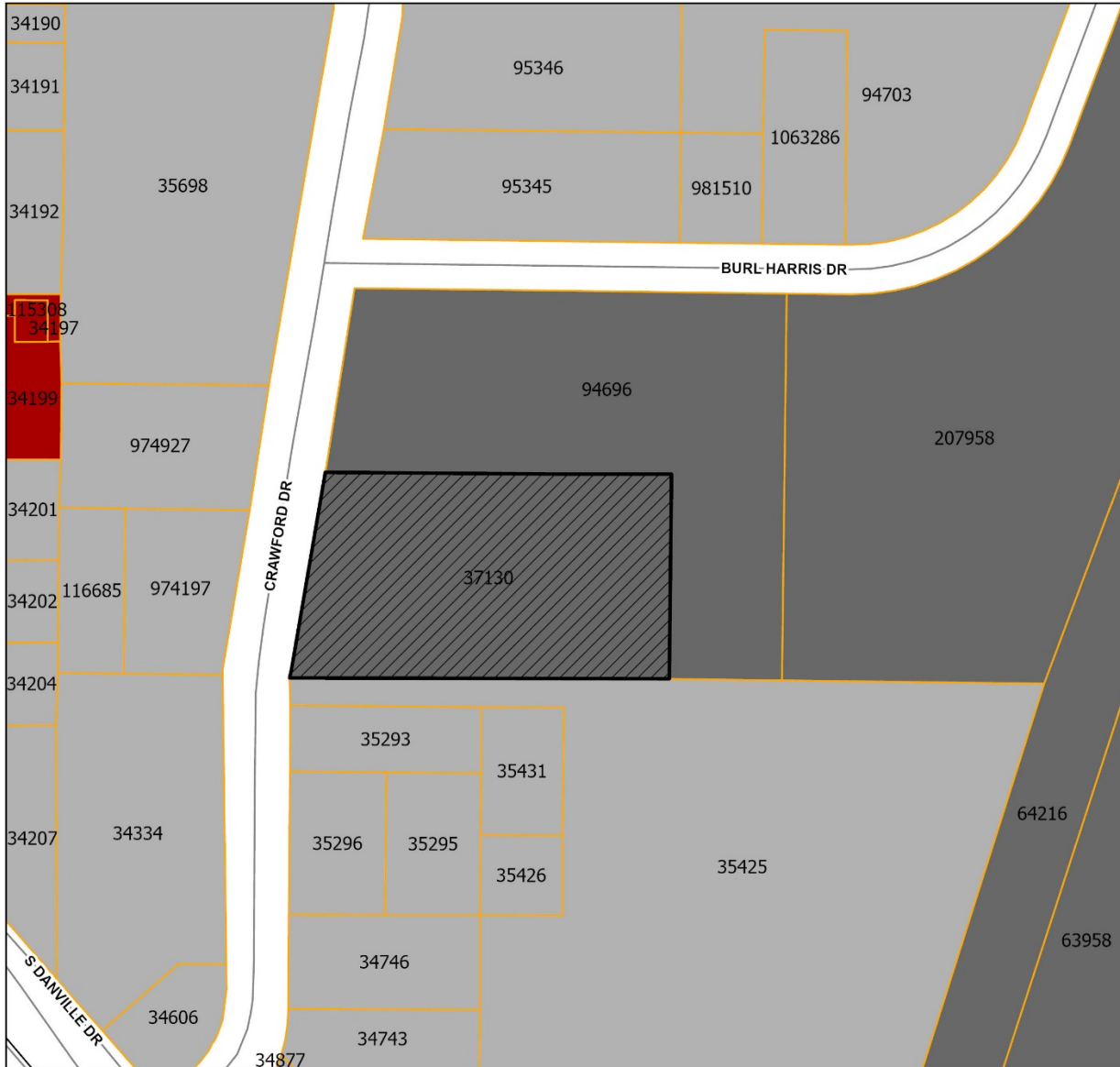
0.03

Miles

LOCATION MAP



ZONING MAP



Legend

- Z-2025-04
- Courier Parcels
- HI (Heavy Industrial)
- LI (Light Industrial)
- HC (Heavy Commercial)
- Expressway

0.03

Miles



2024 Development Application

Owner Authorization and Representative Designation

Property Description

Subdivision: 15500E Total Number of Acres: 2.5
Zoning Classification(s): HI Total Number of Lots: 1
Location: 4397 Crawford Dr, Abilene, TX 79602

Property Owner Information & Authorization

Name/Company: RGP Enterprises, Inc.
Address: 2266 Industrial Blvd Ste C
City: Abilene State: Texas Zip Code: 79602
Phone: 325-698-9960 Email: derek@petersonrealestate.com

Project Representation (check one):

- ☒ I will represent the application myself; OR
☐ I hereby designate _____ (name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this request.

I hereby certify that I am the property owner of the property and further certify that the information provided on this development application is true and correct. I have selected the above submittal type, representation, and landscape incentive of my own volition and not at the request of the City of Abilene.

Property Owner's Signature:  Date: 1/28/2025

STATE OF: _____

COUNTY OF: _____

BEFORE ME, a Notary Public, on this day personally appeared _____
(printed property owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the property owner for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, 20____

NOTARY PUBLIC in and for the State of Texas

Project Representative Information (complete if designated by owner)

☐ Engineer ☐ Purchaser ☐ Tenant ☐ Preparer ☐ Other(specify): _____

Name: _____ Company: _____
Address: _____ City: _____ State: _____
Zip Code: _____ Number: _____ Email: _____

PROJECT OVERVIEW

Project Type: Zoning Application | **Project Title:** Z-2025-04 HI to LI (4397 Crawford Dr.)

ID # 25-000014 | **Started** 01/24/2025 at 4:17 PM



Address

4397 Crawford Dr, Abilene, TX USA 79602

Legal

Button Willow Sec 5 Blk Block A Lot Lot 1
Button Willow Sec 5, Block A, Lot 1

Description

Change zoning to Light Industrial to accommodate a wider range of uses. **** This will be an EXPEDITED case*****
March 4th - P&Z March 13th - CC 1st read March 27th - CC final read

PROPERTY DETAILS

Property ID	37130
GEO ID	42321
Enforcement Area	Red Bud Park Area

PROPERTY ADDITIONAL INFORMATION

Account Number	15500006300
Property ID	42321
Land Use	Heavycom/light Ind
High School	Chs
Middle School	Madison
Elementary School	Jackson
Super Neighborhood	Red Bud Park Area
Courier - Building Square Feet	6800

CONTACTS	CONTACT INFO	ADDRESS	CREDENTIALS	ROLE
Derek Peterson	derek@petersonrealestate.com 3256680094	4401 Crawford Abilene, TX 79605	Owner/ Tenant Commercial	APPLICANT
Rgp Enterprises Inc	-	2266 Industrial Blvd Ste - C Abilene, TX 79602- 7816		Property Owner

PROJECT STEPS	DATE & TIME	RESULT	USER
Request	01/27/2025 at 2:15 PM	Accept	-
Zoning Application Review	01/29/2025 at 2:12 PM	Accepted	Clarissa Ivey

Planning Payment	01/29/2025 at 2:13 PM	Paid	Clarissa Ivey
Create Agenda for Planning and-Zoning Commission		-	-
Staff Prepares Report & Send Property Notification Letters	-	-	-
P&Z Commission Decision	-	-	-
Appeal P&Z Decision	-	-	-
Prepare City Council Agenda	-	-	-
City Council Decision	-	-	-
Archive	-	-	-

INFORMATION FIELDS

Owner Name

RGP Enterprises, Inc.

Agent Name

Derek Peterson

Block

A

Lot

1

Acreage

2.5

Legal Description of property

BUTTON WILLOW SEC 5, BLOCK A, LOT 1

Subdivision Name

15500E

Current Zoning

Heavy Industrial

Proposed Zoning

Light Industrial

Agree to Terms

Yes

INVOICES	DUE DATE	CONTACT	TOTAL	PAID	DUE
25-000439	02/03/2025	Derek Peterson	\$ 1,500.00	\$ 1,500.00	\$ 0.00
	Fees		Account No	Total	Paid
	Zoning - Zone change request		1004002-42001	\$ 1,500.00	\$ 1,500.00
	Receipts				
	25-000422				
TOTALS			\$ 1,500.00	\$ 1,500.00	\$ 0.00

CREDENTIALS

Developer

Homeowner

Engineer

Surveyor

OCCUPANCY TYPE	CONSTRUCTION TYPE	SQUARE FEET	VALUATION
----------------	-------------------	-------------	-----------

No data for Occupancy Type.

REVIEWS	DATE & TIME	STATUS	HISTORY
---------	-------------	--------	---------

Zoning Application Review	01/29/2025 at 2:12 PM	Approved	Accepted
---------------------------	-----------------------	----------	----------

Create Agenda for Planning and Zoning Commission	01/29/2025 at 2:13 PM	In Review	-
--	-----------------------	-----------	---

INSPECTIONS	DATE & TIME	STATUS	HISTORY
-------------	-------------	--------	---------

No data for Inspections.

GENERATED DOCUMENTS	PRINTED ON	PRINTED BY	ISSUED TO
---------------------	------------	------------	-----------

No data for Generated Documents.

ATTACHED DOCUMENTS	UPLOADED ON	UPLOADED BY
--------------------	-------------	-------------

owner signed_66703_9860_Owner Authorization.pdf	01/28/2025 at 9:39 AM	Derek Peterson
---	-----------------------	----------------

Owner Authorization.pdf	01/27/2025 at 2:41 PM	Clarissa Ivey
-------------------------	-----------------------	---------------

EPR DOCUMENTS	ASSOCIATED STEPS	STATUS	LAST REVIEW BY
---------------	------------------	--------	----------------

Civil	Zoning Application Review	Not Uploaded	-
-------	---------------------------	--------------	---

GENERAL COMMENTS

 **Clarissa Ivey**, Planning Division, Jan 27, 2025 at 2:41 PM

Planning & Zoning
clarissa.ivey@abilenetx.gov // 325.676.6382

Please complete the owner authorization attached below.

*Note the documents must be notarized.

 **Derek Peterson**, Jan 28, 2025 at 9:39 AM

Please find attached.

 **Mason Teegardin**, Jan 28, 2025 at 9:09 AM

**** This will be an EXPEDITED case****

March 4th - P&Z
March 13th - CC 1st read
March 27th - CC final read



REZONE REQUEST

Case: Z-2025-04

Agent: Derek Peterson

Request: Rezone approximately 2.5 acres from Heavy Industrial (HI) to Light Industrial (LI).

Location: 4397 Crawford Drive

Notification: 0 in Favor, 0 in Opposition

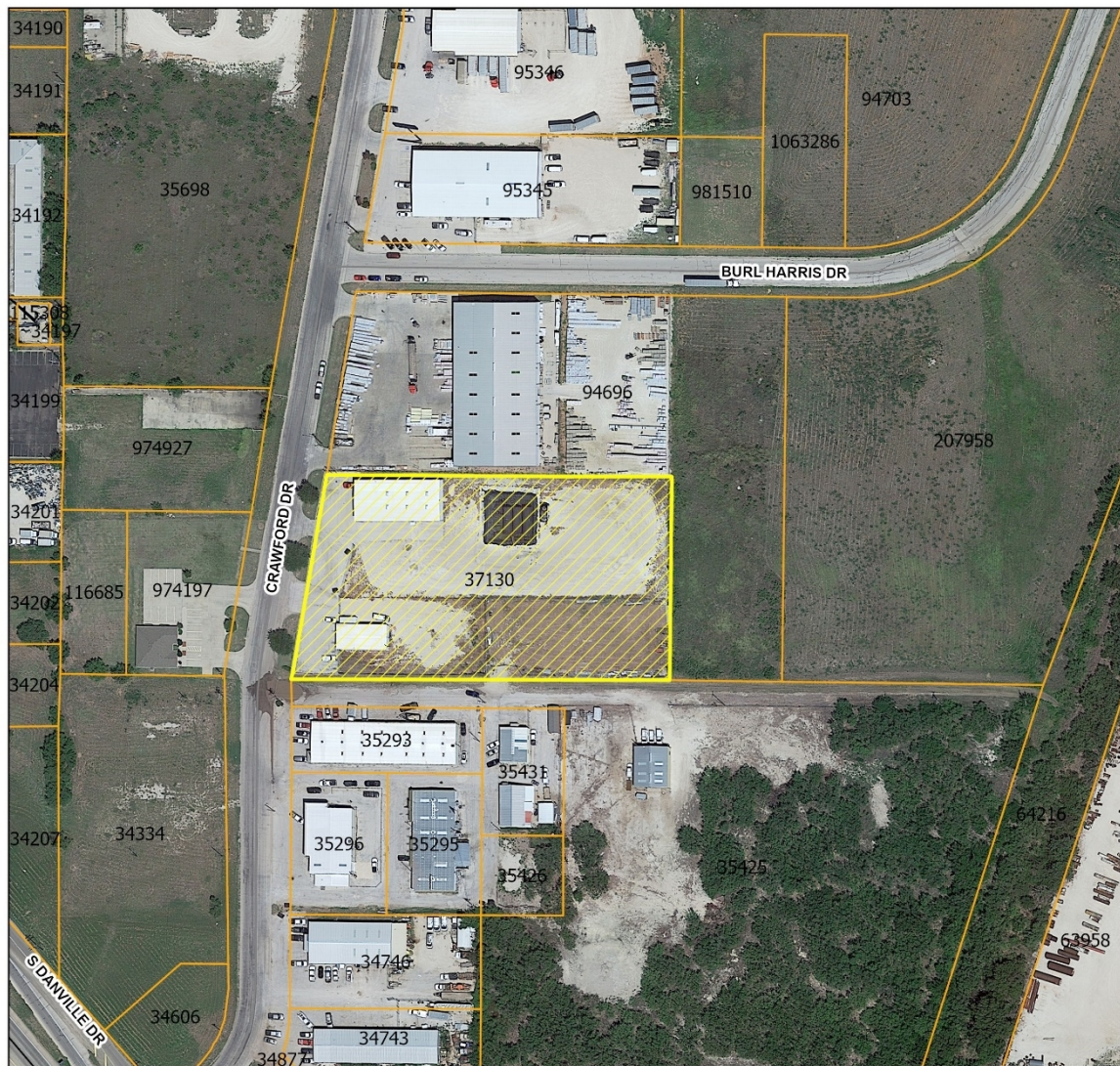
Planning & Zoning: March 4, 2025

Council Hearing: March 13, 2025
March 27, 2025



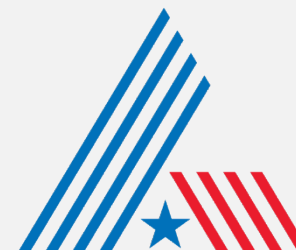


AERIAL LOCATION MAP



Legend

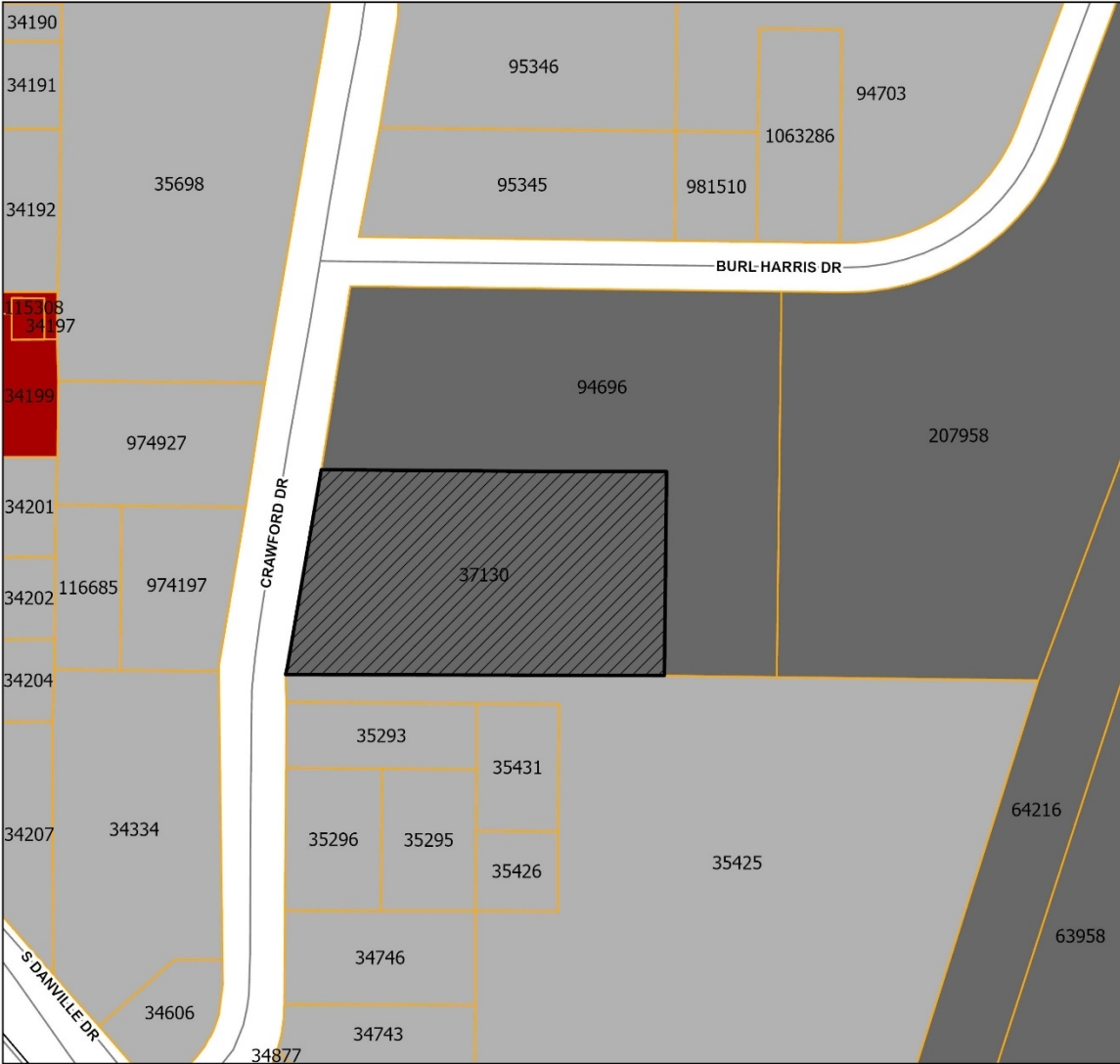
- Z-2025-04
- Courier Parcels
- Expressway



CITY OF
ABILENE
TEXAS



ZONING MAP



Legend

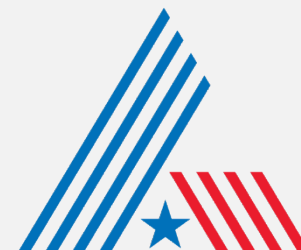
- Z-2025-04
- Courier Parcels
- HI (Heavy Industrial)
- LI (Light Industrial)
- HC (Heavy Commercial)
- Expressway

0.03
Miles





PROPERTY VIEWS



CITY OF
ABILENE
TEXAS



SURROUNDING PROPERTY VIEWS



CITY OF
ABILENE
TEXAS



USES IN HEAVY INDUSTRIAL ZONING

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
- TP Field Office or Construction Office (temporary)
- P Freight Container
- P Manufacturing (incidental)
- C Mobile Home (permanent security residence)
- TP Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recycling Collection Point
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Adult Entertainment Enterprise
- C Motorized Racing

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- P Homeless/Emergency Shelter
- P Post Office
- P Sanitary Landfill

EDUCATIONAL AND RELIGIOUS USES:

- P Church or Place of Worship
- P Educational and Scientific Research
- P School: Public/Private

SERVICE:

- P Contractor Services
- P Recycling Collection and Processing Center
- P Scales (public)
- P Wrecker/Towing

TRADE – RETAIL USES:

- P Head Shop
- C Scrap and Waste Material

TRADE – WHOLESALE USES:

- C Livestock – Wholesale or Auction
- P Wholesaling and Storage (indoor)
- P Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
- P Antenna Tower - Commercial
- P Automobile Parking Lot or Structure - Commercial
- P Pressure Control Station
- P Public Utility Facility
- P Railroad Switching and Marshaling Yard
- P Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Mining
- P Petroleum or Gas Well
- P Liquor
- P Manufacturing (light)
- P Manufacturing (heavy)
- 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 LIGHT INDUSTRIAL ZONING

ACCESSORY AND INCIDENTAL USES:

P Accessory Structure (Also see Division 4 of this article)
P Antenna, Non-Commercial/Amateur
P ATM's, Self-Serve Kiosks, and Similar Facilities
P Drive-Through Facility
TP Field Office or Construction Office (temporary)
P Freight Container
P Fuel Sales
TP Itinerant Business
P Manufacturing (incidental)
C Mobile Home (permanent security residence)
TP Mobile Home (temporary security residence)
P Mobile Home or Temporary Building (office for sales and service)
P Recreation Building, Multipurpose
P Recycling Collection Point
P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

P Adult Entertainment Enterprise
C Cultural Facilities
P Drive-in Theater
C Motorized Racing
P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P Ambulance Service
P Correction, Detention, or Penal Facilities
P Fire/Police Station
P Homeless/Emergency Shelter
P Medical/Dental Laboratory
P Military and Armed Forces Reserve Center
P Post Office
C Sanitary Landfill

SERVICE:

P/C Automobile Wash
P Contractor Services
P Funeral Home/ Mortuary/Morgue
P Kennel (With Outdoor Pens)
P Kennel (Without Outdoor Pens)
P Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
P Laundry/Dry Cleaning Services & Facilities
P Office (general, professional, financial)
P Printing, Copying, Reproduction, Publishing
P Recycling Collection and Processing Center
P Repair and Maintenance Services - Automobile/Small Truck (major)
P Repair and Maintenance Services - Automobile/Small Truck (minor)
P Repair and Maintenance Services (indoor)
P Repair and Maintenance Services (outdoors)
P Repair and Maintenance Services (truck and other large vehicles)
P Scales (public)
P Storage - Self-Service Units
P Tattoo Parlor
P Taxidermist
P Veterinary Service (all size animals)
P Veterinary Service (small animals)
P Wrecker/Towing

EDUCATIONAL AND RELIGIOUS USES:

C Cemetery, Crematorium, and Mausoleum
P Church or Place of Worship
P Educational and Scientific Research
P School: Public/Private
P Trade/Business School

TRADE – RETAIL USES:

P Aircraft and Accessories
P ATM's, Self-Serve Kiosks, and Similar Facilities
P Fuel Sales
P Head Shop
P Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
P Liquor Store (On Premises Consumption) *(Defined under Liquor Store)*
P Retail Sales/Rental (automobile/small truck)
P Retail Sales/Rental (indoor)
P Retail Sales/Rental (outdoors, non-vehicle)
P Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES:

P Liquor, Wholesale/Distribution
C Livestock – Wholesale or Auction
P Wholesaling and Storage (indoor)
P Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
P 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
P Railroad Switching and Marshaling Yard
P Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

C Mining
P Petroleum or Gas Well
P Liquor
P Manufacturing (light)
P Urban Garden

LEGEND

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





 Z-2025-04
 Notification Area
 Courier Parcels
 Expressway

0 - in Opposition - ●





FINDINGS AND RECOMMENDATIONS

The 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: 3/27/2025

TO: Robert Hanna, City Manager

FROM: Max Johnson, Director of Public Works

SUBJECT: 20. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Amending Chapter 18, "Motor Vehicles and Traffic," Article X, "Stopping, Standing and Parking," Division 4, "Limited on Certain Streets," and Division 5, "Parking Meters," of the Abilene Code of Ordinances, and create a Paid Parking Program (*Max Johnson*)

GENERAL INFORMATION

In certain areas, time limited parking is necessary to ensure that the public has access to parking that is convenient to businesses and establishments within the city, and certain areas are not appropriate for parking for long periods of time, as such parking limits public parking access.

Parking meters are no longer utilized in the city limits and the city desires to create a paid parking program in its place.

The City desires to have time limited parking on both certain city streets and certain city-owned or -operated parking lots.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of the amendments to the Code of Ordinances to time limit parking

on certain streets and parking areas.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2025 Ordinance Limited time Parking clean
2. 2025 Ordinance Limited Time Parking redline
3. Ordinance Parking Limitations and Paid Parking Downtown Abilene 3-19-2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE X., “STOPPING, STANDING AND PARKING,” DIVISION 4., “LIMITED ON CERTAIN STREETS,” DIVISION 5., “PARKING METERS,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, in certain areas, time limited parking is necessary to ensure that the public has access to parking that is convenient to businesses and establishments within the city; and

WHEREAS, certain areas are not appropriate for parking for long periods of time, as such parking limits public parking access; and

WHEREAS, parking meters are no longer utilized in the city limits and the city desires to created a paid parking program in its place; and

WHEREAS, the City desires to have time limited parking on both certain city streets and certain city-owned or -operated parking lots.

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

PART 1: That Chapter 18, Article X, Division 4, Sections 18-232 through 18-235, and 18-237, and Division 5, Sections 18-243 through 18-250 of the Abilene Municipal Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

PART 3: That any persons, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 13th day of March, 2025.

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 23rd day of March, 2025, 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 27th day of March, 2025, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 27th day of March, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 18-232. - Stopping, standing or parking prohibited during certain hours on certain streets.

When signs are erected in each block giving notice thereof, no person shall stop, stand or park a vehicle between the hours specified of any day except Sundays and legal holidays within the district or upon any of the streets.

Sec. 18-233. - Parking permits for convention guests.

(a) The Abilene Convention and Visitors Bureau shall be authorized to issue special parking permits to out of town convention participants. Upon a display of said parking permit in the lower right-hand corner of the front windshield of a motor vehicle operated by convention participants, said vehicle shall be permitted to park in excess of the time limit in the locations enumerated in section 18-237.

(b) The special permit to be issued shall be approved by the Director of Public Works and a copy of any such special permit shall be filed with the office of the Director of Public Works before issuance to out of town convention participants is made. These special permits shall contain a space for the opening and closing dates of the convention and such additional information as the Director of Public Works may require. The dates of the opening and closing of the convention shall be legibly inserted in these spaces provided by either typing or writing with an indelible substance to prevent alteration. No special parking permit shall exempt a vehicle from the time limit before or after the opening and closing dates of the convention.

(c) The Abilene Convention and Visitors Bureau shall notify the office of the Director of Public Works at least three (3) days in advance of the issuing of any special parking permits and give the number of such permits to be issued, the name of the convention and the dates it will be held.

(d) It shall be unlawful for any person, group or association to knowingly issue, permit or cause to be issued any special parking permit for any vehicle not belonging to an out of town convention participant. It shall be unlawful for any person not an out of town convention participant to display a special parking permit for purposes of parking longer than permitted.

Sec. 18-234. - Parking permits for vehicles being used in construction activity.

(a) The Director of Public Works is hereby authorized to issue special parking permits for motor vehicles being used in connection with construction activity. Upon display of such a permit in the lower right-hand corner of its front windshield, the authorized vehicle described in the permit shall be permitted to park in excess of any time limits which may be in effect for the on-street parking spaces or loading zones immediately adjacent to or within fifty (50) feet of the work site listed on said permit.

(b) The Director of Public Works may issue such a permit only if each of the following conditions is met:

(1) The vehicle must be parked at or near to the work site because of tools or equipment carried thereon.

(2) No off-street parking is available on or within fifty (50) feet of the work site.

(3) All on-street parking adjacent to the work site and within fifty (50) feet thereof is time limited by section 18-237 of this Code.

(c) No more than two (2) such parking permits shall be issued or in effect at the same time because of work being performed at the same location. Each permit may be issued for a maximum period of thirty (30) calendar days but may be renewed upon application to the Director of Public Works provided the conditions set forth in subsection (b) above are met. No fee shall be charged for Saturday and Sunday. The fee for each permit issued shall be determined from time to time and placed on file in the City Secretary's office.

Sec. 18-235. - Customer parking program.

(a) The customer parking program is hereby created to provide a mechanism for addressing first offense exceeding the posted time limit parking violations by customers transacting business in the central business (CB) district at the time the citation is issued.

(b) The Director of Finance is authorized to sell program stamps to the owners/managers or their authorized representatives of businesses located in the central business district. The fee for each program stamp shall be determined from time to time and placed on file in the City Secretary's office.

Sec. 18-237. - Parking time limited.

In accordance with the terms of this chapter, and when signs are erected giving notice thereof, no person shall stand, stop or park a vehicle in excess of the indicated period of time specified. Each consecutive increment of the time limit during which a vehicle remains continuously parked shall be deemed to be a separate offense.

Secs. 18-238—18.242. – Reserved.

DIVISION 5. – PAID PARKING PROGRAM

Sec. 18-243. – Paid Parking

In accordance with the terms of this chapter, and when signs are erected giving notice thereof, no person shall stand, stop or park a vehicle in a Paid Parking Program parking space in excess of a pre-purchased period of time. Parking in a Paid Parking Program parking space in excess of, or void of a pre-purchased period of time shall be deemed an offense. Each consecutive 2-hour increment of the time during which a vehicle remains continuously parked in a Paid Parking Program parking space in violation of this section shall be deemed to be a separate offense.

Sec. 18-244. - Time limit maximum.

Parking in a Paid Parking Program parking space in excess of the maximum time allowed shall be deemed an offense. The maximum amount of time a vehicle may be parked in a Paid Parking Program parking space shall be determined from time to time and placed on file in the City Secretary's office. Each consecutive 2-hour increment of the time during which a vehicle remains continuously parked in a Paid Parking Program parking space in violation of this section shall be deemed to be a separate offense.

Sec. 18-245. Tampering with signs.

No person shall deface, injure, tamper with, destroy, or impair the usefulness of any parking sign.

Sec. 18-246. – Paid Parking Program rates.

Paid Parking Program rates shall be determined from time to time and placed on file in the City Secretary's office.

Secs. 18-247-18.256 Reserved.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” ARTICLE X., “STOPPING, STANDING AND PARKING,” DIVISION 4., “LIMITED ON CERTAIN STREETS,” DIVISION 5., “PARKING METERS,” OF THE ABILENE MUNICIPAL CODE, BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, in certain areas, time limited parking is necessary to ensure that the public has access to parking that is convenient to businesses and establishments within the city; and

WHEREAS, certain areas are not appropriate for parking for long periods of time, as such parking limits public parking access; and

WHEREAS, parking meters are no longer utilized in the city limits and the city desires to created a paid parking program in its place; and

WHEREAS, the City desires to have time limited parking on both certain city streets and certain city-owned or -operated parking lots.

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

PART 1: That Chapter 18, Article X, Division 4, Sections 18-232 through 18-235, and 18-237, and Division 5, Sections 18-243 through 18-25045 of the Abilene Municipal Code be amended as set out in Exhibit “A”, attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force or effect.

PART 3: That any persons, firm, or corporation violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine in accordance with Chapter 1 (Section 1-9) of this Code. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON FIRST READING this 13th day of March, 2025.

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 23rd day of March, 2025, 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 27th day of March, 2025, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 27th day of March, 2025.

ATTEST:

CITY SECRETARY

MAYOR

APPROVED:

CITY ATTORNEY

Exhibit A

Sec. 18-232. - Stopping, standing or parking prohibited during certain hours on certain streets.

When signs are erected in each block giving notice thereof, no person shall stop, stand or park a vehicle between the hours specified ~~in section 18-297~~ of any day except Sundays and legal holidays within the district or upon any of the streets ~~described in section 18-297~~.

Sec. 18-233. - Parking permits for convention guests.

(a) The Abilene Convention and Visitors Bureau shall be authorized to issue special parking permits to out of town convention participants. Upon a display of said parking permit in the lower right-hand corner of the front windshield~~on the upper surface of the front bumper~~ of a motor vehicle operated by convention participants, said vehicle shall be permitted to park in excess of the time limit in the locations enumerated in ~~paragraph (e) of section 18-237~~ 18-237299.

(b) The special permit to be issued shall be approved ~~as to form~~ by the Director of Public Works~~Traffic and Transportation~~ and a copy of any such special permit shall be filed with the office of the Director of Public Works~~Traffic and Transportation~~ before issuance to out of town convention participants is made. These special permits shall contain a space for the opening and closing dates of the convention and such additional information as the Director of Public Works~~Traffic and Transportation~~ may require. The dates of the opening and closing of the convention shall be legibly inserted in these spaces provided by either typing or writing with an indelible substance to prevent alteration. No special parking permit shall exempt a vehicle from the time limit before or after the opening and closing dates of the convention.

(c) The Abilene Convention and Visitors Bureau shall notify the office of the Director of Public Works~~Traffic and Transportation~~ at least three (3) days in advance of the issuing of any special parking permits and give the number of such permits to be issued, the name of the convention and the dates it will be held.

(d) It shall be unlawful for any person, group or association to knowingly issue, permit or cause to be issued any special parking permit for any vehicle not belonging to an out of town convention participant. It shall be unlawful for any person not an out of town convention participant to display a special parking permit for purposes of parking longer than permitted.

Sec. 18-234. - Parking permits for vehicles being used in construction activity.

(a) The Director of Public Works~~Traffic and Transportation~~ is hereby authorized to issue special parking permits for motor vehicles being used in connection with construction activity. Upon display of such a permit in the lower right-hand corner of its front windshield, the authorized vehicle described in the permit shall be permitted to park in excess of any time limits which may be in effect for the on-street parking spaces or loading zones immediately adjacent to or within fifty (50) feet of the work site listed on said permit.

(b) The Director of ~~Public Works~~~~Traffic and Transportation~~ may issue such a permit only if each of the following conditions is met:

(1) The vehicle must be parked at or near to the work site because of tools or equipment carried thereon.

(2) No off-street parking is available on or within fifty (50) feet of the work site.

(3) All on-street parking adjacent to the work site and within fifty (50) feet thereof is time limited by section 18-~~237~~~~299~~ of this Code.

(c) No more than two (2) such parking permits shall be issued or in effect at the same time because of work being performed at the same location. Each permit may be issued for a maximum period of thirty (30) calendar days but may be renewed upon application to the Director of ~~Public Works~~~~Traffic and Transportation~~ provided the conditions set forth in subsection (b) above are met. No fee shall be charged for Saturday and Sunday. The fee for each permit issued shall be determined from time to time and placed on file in the City Secretary's office.

Sec. 18-235. - Customer parking program.

(a) The customer parking program is hereby created to provide a mechanism for addressing first offense exceeding the posted time limit parking violations by customers transacting business in the ~~central business~~~~tax increment financing (CBDTIF)~~ district at the time the citation is issued.

(b) The Director of Finance is authorized to sell program stamps to the owners/managers or their authorized representatives of businesses located in the ~~central business~~~~TIF~~ district. The fee for each program stamp shall ~~be determined from time to time and placed on file in the City Secretary's office.~~~~be established by the Director of Finance.~~

Sec. 18-237. - Parking time limited.

In accordance with the terms of this chapter, and when signs are erected giving notice thereof, no person shall stand, stop or park a vehicle in excess of the indicated period of time specified. Each consecutive increment of the time limit during which a vehicle remains continuously parked shall be deemed to be a separate offense.

Secs. 18-23~~87~~—18.242. – Reserved.

DIVISION 5. — ~~PARKING METERS~~PAID PARKING PROGRAM

Sec. 18-243. — Paid Parking ~~meter zones.~~

~~Parking meter zones are hereby established within the district or upon those parking lots, streets or parts of streets described in section 18-300, in which zones the parking of vehicles upon~~

~~parking lots or streets shall be regulated by parking meters between the hours specified in section 18-300 of any day except Saturdays, Sundays and legal holidays. The Director of Traffic and Transportation is authorized, subject to the approval of the City Council by amendment of section 18-300, to establish parking meter zones at other locations upon those parking lots or streets or parts of streets where it is determined upon the basis of an engineering and traffic investigation that the installation of parking meters shall be necessary to aid in the regulation, control and inspection of the parking of vehicles. In accordance with the terms of this chapter, and when signs are erected giving notice thereof, no person shall stand, stop or park a vehicle in a Paid Parking Program parking space in excess of a pre-purchased period of time. Parking in a Paid Parking Program parking space in excess of, or void of a pre-purchased period of time shall be deemed an offense. Each consecutive 2-hour increment of the time during which a vehicle remains continuously parked in a Paid Parking Program parking space in violation of this section shall be deemed to be a separate offense.~~

~~Sec. 18-244. — Installation of parking meters.~~

~~The Director of Traffic and Transportation shall install parking meters in the parking meter zones established as provided in this chapter upon the curb immediately adjacent to each designated parking space or at a single location in a parking lot. Such meters shall be capable of being operated automatically upon the deposit therein of coins of United States currency or other payment method as specified in section 18-300 for the full period of time for which parking is lawfully permitted in any such parking meter zone. Parking lot meters may be capable of being operated automatically by the use of a debit or credit card for the full period of time for which parking is lawfully permitted in any such parking meter zone. Except for parking lot meters, each parking meter shall be so designed, constructed, installed and set up that upon the expiration of the time period registered, by the deposit of one (1) or more coins, as provided herein, it will indicate by an appropriate signal that the lawful parking meter has expired, and during such period of time and prior to the expiration thereof, will indicate the interval of time which remains of such period. Each parking meter shall bear thereon a legend indicating the days and hours when the requirement to deposit coins or other payment method therein shall apply, the value of the coins or other payment method to be deposited, and the limited period of time for which parking is lawfully permitted in the parking meter zone in which such meter is located.~~

~~Sec. 18-245. — Parking meter spaces.~~

~~For parking meter spaces on the street, the Director of Traffic and Transportation shall designate the parking space adjacent to each parking meter for which such meter is to be used by appropriate markings upon the curb or the pavement of the street. Parking meter spaces so designated shall be of appropriate length and width so as to be accessible from the traffic lanes of such street. For parking meter spaces in a parking lot, the Director of Traffic and Transportation shall designate the parking spaces for which such meter is to be used by appropriate markings upon the curb or the pavement of the lot or by signage.~~

~~Sec. 18-246.4. - Deposit of coins and t~~Time limits maximum.

~~(a) No person shall park a vehicle in any metered parking lot or parking space upon a street alongside of which a parking meter has been installed during the restricted and regulated time applicable to the parking meter zone in which such meter is located unless a coin or coins of United States currency of the appropriate denomination or other payment method as provided in this chapter shall have been deposited therein, or shall have been previously deposited therein for an unexpired interval of time, and the meter has been placed in operation.~~

~~(b) No person shall park a vehicle in any such metered parking lot or parking space for a consecutive period of time longer than the limited period of time for which parking is lawfully permitted in the parking meter zone in which such meter is located, irrespective of the number of amounts of coins or other payment method deposited in such meter.~~

~~(c) The provisions of this section shall not relieve any person from the duty to observe other and more restrictive provisions of this chapter and the state vehicle code prohibiting or limiting the stopping, standing or parking of vehicles in specified places or at specified times. Parking in a Paid Parking Program parking space in excess of the maximum time allowed shall be deemed an offense. The maximum amount of time a vehicle may be parked in a Paid Parking Program parking space shall be determined from time to time and placed on file in the City Secretary's office. Each consecutive 2-hour increment of the time during which a vehicle remains continuously parked in a Paid Parking Program parking space in violation of this section shall be deemed to be a separate offense.~~

~~Sec. 18-247. — Use of slugs prohibited.~~

~~No person shall deposit or attempt to deposit in any parking meter any slug, button or any other device or substance as substitutes for coins of United States currency.~~

Sec. 18-24~~58~~. Tampering with signsmeter.

No person shall deface, injure, tamper with, ~~open, or willfully break~~ destroy, or impair the usefulness of any parking signmeter.

~~Sec. 18-249. — Advertising on parking meters.~~

~~There shall be no advertising for private purposes placed upon the parking meters, and only such advertising media for municipal purposes shall be placed thereon as designated by the City Council.~~

Sec. 18-2~~50~~46. — Paid Parking Programmeter rates.

Paid Parking Program meter rates shall be determined from time to time and placed on file in the City Secretary's office.

Secs. 18-247-18.256 Reserved.

|

Ordinance (Final Reading): Amending Chapter 18, “Motor Vehicles and Traffic,” of the Abilene Code of Ordinances

(Max Johnson)





Amending Chapter 18 of the Abilene Code of Ordinances

- Removes parking meters from the Code of Ordinances and replaces this section with the Paid Parking Program
- Ensures the public has access to parking convenient to downtown businesses
- Locations of time-limited parking are not appropriate for long-term parking
- Modifies language to include time-limited parking on city streets and certain city-owned or operated parking lots.
- The Paid Parking Program has a time limit maximum, and parking in excess of the maximum time allowed shall be deemed an offense.
- All Time-limited parking will be identified with appropriate signs





Amending Chapter 18 of the Abilene Code of Ordinances

Questions?





**City Council
Agenda Memo**

City Council Meeting Date: 3/27/2025

TO: Honorable Mayor & Members of City Council

FROM: Stanley Smith, City Attorney

SUBJECT: 21. 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

B. 551.072 (Deliberations about Real Property)

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F.551.087 (Business Prospect/Economic Development)

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None



**City Council
Agenda Memo**

City Council Meeting Date: 3/27/2025

TO: Honorable Mayor & Members of City Council

FROM: Shawna Atkinson, City Secretary

SUBJECT: 22.

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 (*Shawna Atkinson*)

- Abilene Convention Center Hotel Development Corporation
- Street Maintenance Advisory & Appeals Board

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 27th day of March, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
<i>Abilene Convention Center Hotel Development Corporation</i>	
Dr. Lynn Murray [New]	N/A
<i>Street Maintenance Advisory & Appeals Board</i>	
David Todd [Reappointment]	March 2027



Resolution: Appointing Member(s) to Various Boards and Commissions per the City Charter

- Abilene Convention Center Hotel Development Corp.
 - Dr. Lynn Murray[New]
- Street Maintenance Advisory & Appeals Board
 - David Todd[Reappointment]





**City Council
Agenda Memo**

City Council Meeting Date: 3/27/2025

TO: Honorable Mayor & Members of City Council

FROM: Misty Mayo, CEO Development Corporation of Abilene

SUBJECT: 23. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Project Hamilton for the Development Corporation of Abilene, Inc. (*Misty Mayo*)

GENERAL INFORMATION

Approval of Development Corporation of Abilene, Inc.'s Incentive for Project Hamilton

SPECIAL CONSIDERATIONS

N/A

FUNDING/FISCAL IMPACT

An incentive for Project Hamilton in an amount not to exceed \$650,000

STAFF RECOMMENDATION

N/A

BOARD OR COMMISSION RECOMMENDATION

Approval of Development Corporation of Abilene, Inc.'s Incentive for Project Hamilton

ATTACHMENTS:

1. City Resolution - Project Hamilton
2. 2025-03-27 DCOA Project Hamilton - 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 HAMILTON ("COMPANY").**

WHEREAS, on March 4, 2025, the DCOA approved Resolution No. DCOA-2025.08 (the "**DCOA Resolution**") authorizing, among other items, the DCOA's President to enter into an agreement with the Company for an incentive for Project Hamilton in an amount up to \$650,000 (the "**Incentive**") in exchange for the Company's retention of 19 full-time employees ("**FTEs**") and creation of 33 new FTEs for total employment of 52 FTEs over a period of up to 5 years; and,

WHEREAS, the DCOA requests that the City of Abilene approve the DCOA's Incentive with the Company as set forth in the DCOA Resolution.

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

- PART 1.** The City of Abilene hereby authorizes, in exchange for the Company's retention of 19 FTEs and creation of 33 new FTEs for total employment of 52 FTEs over a period of up to 5 years, the DCOA to provide the Company with an Incentive in an amount not to exceed \$650,000, and take other actions 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 27th day of March, 2025.

ATTEST:

Shawna Atkinson, City Secretary

Weldon Hurt, Mayor

APPROVED:

Stanley Smith, City Attorney



DEVELOPING ABILENE. TOGETHER.

Abilene City Council | Project Hamilton
Misty Mayo, President and CEO
March 27, 2025



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.

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.

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

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.



BUSINESS RETENTION & EXPANSION

From initial agreements to expansion milestones, we stay actively engaged—monitoring progress, deepening relationships, and exploring new opportunities.

Project **Hamilton**



Industry – Manufacturing

Project Type – Business Retention & Expansion – Local, Existing Company

Project Summary

- Project will enable the company to expand their manufacturing & production capacity
- **Total Capital Investment = \$5.9 Million**
- **Jobs Retained = 19 FTEs***
 - **Average Annual Wage = \$52,000+**
- **Jobs Created = 33 FTEs***
 - **Average Annual Wage = \$52,000+**

Real Estate Impact

- **New Construction of 30,000 square feet** to the company's existing facility

Proposed Incentive Package = \$650,000

**FTE- Full Time Equivalent, is the unit of measure equivalent to an individual's hours worked in a year.*

8 hours per day X 5 days per week = 40 hours per week.

40 hours X 52 weeks per year = 2,080 hours

Development Corporation of Abilene **Board of Directors**



Shea Hall | Chair
Abilene Business Owner



Sam Vinson | Secretary & Treasurer
President | Pine Street Capital



Tracy Howle | Vice Chair
Area President | First Bank Texas



Buddy Napier | Board Member
President | HGN Operating



Floyd Miller | Board Member
Financial Advisor | Osaic Wealth, Inc.



Misty Mayo | President and CEO
Development Corporation of Abilene

The DCOA has played a key role in the creation or retention of **1 OF EVERY 3 ABILENE JOBS**

The Perryman Report -
Economist Ray Perryman - Annual Impact of DCOA



Misty Mayo
President and CEO
Development Corporation of Abilene
Misty.Mayo@AbileneDCOA.com

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.