



## **City of Abilene**

### **Parks and Recreation Board Agenda**

**Notice is hereby given of a meeting of the Parks and Recreation Board of City of Abilene to be held on November 18, 2025, at 8:30AM at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items.**

#### **CALL TO ORDER**

#### **INVOCATION**

#### **PUBLIC COMMENTS**

Public Comments on Any Item on the Agenda

#### **PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS**

1. Service Award (Discussion)
  - Agüero, Janina - Parks and Recreation Admin Project Manager - 5 years
  - Coronado, Jesus - Parks Division Manager - 5 years

#### **MINUTES**

2. Minutes (Discussion and Action)

#### **AGENDA ITEMS**

3. Fort Imagination Playground Project Memorandum of Agreement and Location (Discussion, Public Hearing and Possible Action)
4. Abilene Community Theatre Lease Agreement (Discussion, Public Hearing and Possible Action)
5. Parks Report (Discussion)
  - Seasonal Color Change
  - Nelson Memorial Bench Relocation
6. Seniors Report (Discussion)
  - Turkey Trot
  - Wellness Wednesdays

7. Zoo Report (Discussion)

- Animal Updates
- Event Updates

**ADJOURNMENT**

***Notice***

*In compliance with the Americans with Disabilities Act, the City of Abilene will provide for reasonable accommodations for persons attending meetings. To better serve you, requests should be received forty-eight (48) hours prior to scheduled meetings. Please contact the City Secretary's Office at 325-676-6208. Telecommunication device for the deaf is 325-676-6360.*

**CERTIFICATION**

*I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 12th day of November, 2025, at 2:30 p.m.*

---

*Kaitlin Richardson, Deputy City  
Secretary, TRMC*



# Service Awards





# Fort Imagination Playground MOA and Location





# Fort Imagination Playground Proposed Location



**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF ABILENE AND THE JUNIOR LEAGUE OF ABILENE, INC. FOR THE FUNDRAISING AND CONSTRUCTION OF FORT IMAGINATION, GROVER NELSON PARK**

WHEREAS, the City of Abilene, Texas (“City”) is a municipal corporation which owns real property, collectively known as Grover Nelson Park, and desires to enter into a fundraising and construction agreement with the Junior League of Abilene, Inc. (“Junior League”), a not for profit corporation, for the purposes stated herein; and

WHEREAS, the Fort Imagination playground located at Grover Nelson Park was recently vandalized and destroyed by a fire; and

WHEREAS, the Junior League desires to help finance and reconstruct Fort Imagination playground at Grover Nelson Park; and

WHEREAS, the grounds of Grover Nelson Park are under the jurisdiction and control of the Parks and Recreation Board; and

WHEREAS, the Junior League will conduct a fundraiser for the reconstruction of Fort Imagination, and will donate the funds raised to the City of Abilene for the reconstruction of Fort Imagination; and

WHEREAS, the City will procure a contractor to reconstruct Fort Imagination using funds donated by the Junior League, and the City will provide all further funding required to reconstruct Fort Imagination; and

WHEREAS, the Junior League will provide volunteers to provide labor to assist in the reconstruction of Fort Imagination, alongside City employees; and

WHEREAS, on November 18, 2025, the Parks and Recreation Board approved this MOA between the City and the Junior League, and approved the reconstruction of Fort Imagination at Grover Nelson Park.

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

1. The Junior League will assist with the financing and reconstruction of Fort Imagination by conducting its own fundraising for the reconstruction of Fort Imagination which include other community partners, donate the funds raised to the City, and provide volunteers to provide labor in the reconstruction of Fort Imagination.
2. The City will use the funds donated by the Junior League, in addition to any insurance proceeds or other available funds, to design and reconstruct Fort Imagination at Grover Nelson Park. All decisions regarding the design, location and all other matters regarding

the procurement and reconstruction of Fort Imagination shall be made exclusively by the City.

3. The Junior League and City will coordinate regarding all public communications regarding the reconstruction of Fort Imagination.
4. The Junior League and its employees and volunteers will indemnify and hold harmless the City of Abilene, its officers, agents, and employees, from and against liability for any and all claims, liens, suits, demands, and/or actions for damages, injuries to person (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other reasonable costs arising out of or resulting from the Junior Leagues activities conducted in connection with or incidental to this Agreement and from any liability arising out of or resulting from the intentional acts or negligence, including all causes of action based upon common, constitutional, or statutory law, or based in part thereon, of the Junior League, including but not limited to, its officers, agents, employees, contractors, licensees, invitees, or other persons.
5. The Junior League will at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, contractors, invitees, volunteers and other persons as well as their property, while in the vicinity of its activities at Fort Imagination. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Junior League, including but not limited to its officers, agents, members, participants, invitees, and other persons.
6. This MOA is unique to the purposes and goals of the Junior League and the City of Abilene and may not be assigned without the express written consent of the City.

**CITY OF ABILENE, TEXAS**

**JUNIOR LEAGUE OF ABILENE**

\_\_\_\_\_  
City Manager

*Jiffamy Nichols*  
\_\_\_\_\_  
President



# Abilene Community Theatre Contract





# ACT Contract Terms

- Agreement between City of Abilene and Abilene Community Theatre, Inc. (ACT)
- Term of agreement is five (5) years with three (3) additional five (5) year terms
- Payment structure to fund future maintenance



**LEASE AGREEMENT WITH  
THE ABILENE COMMUNITY THEATRE, INC.**

THIS AGREEMENT, effective the   1   day of  October , 2025, ("Effective Date")

by and between the City of Abilene, (hereinafter referred to as "Lessor"), and the Abilene Community Theatre, Inc., (hereinafter referred to as "Lessee").

**WITNESSETH:**

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

**ARTICLE 1**

**PREMISES, PURPOSE, AND RESTRICTIONS**

**A. DESCRIPTION OF PREMISES LEASED**

Lessor hereby leases to Lessee the following described property, to-wit:

The tract of land situated within the corporate limits of the City of Abilene, Taylor County, Texas, being within the Oscar Rose Park of the City of Abilene, Texas located near the intersection of South 7th Street and an extension of Mockingbird Lane, known as 801, 809, and 825 Barrow St. and being more fully described as depicted on Exhibit A, incorporated by reference.

**B. PURPOSE OF THE LEASE AND RESTRICTIONS**

The premises herein leased shall be used primarily for the purpose of maintaining and conducting a community theatre, children's theatre, and training and conducting classes in acting, designing, set construction, costuming, and other normal activities of a community theatre. In addition, with limitation, the premises may be used for fundraising and community relations activities. If during the term of the Agreement the premises cease to be used as a community theatre, the premises and all improvements thereon shall revert to Lessor.

The Lessee may not allow or nor authorize the display, promotion or availability of any "obscene" material or performance, as that term is defined by Section 43.21, Texas Penal Code, at or within the premises. The Lessee may not allow or nor authorize the display, promotion or availability of any "harmful material," as that phrase is defined in Section 43.24, Texas Penal Code, to minors at or within the premises.

**C. IMPROVEMENTS**

Any building, structure, or other improvement constructed upon the leased premises by Lessee shall become the property of the City of Abilene. All designs, construction plans and/or specifications for any improvements to the premises contemplated by said Lessee must be submitted to the City of Abilene for its written approval not less than ninety (90) days prior to the beginning of construction of such improvements. Construction may not begin until approval is obtained. Approval by the City of Abilene shall be in its complete discretion, and disapproval by the City shall not act as a breach of this lease agreement.

**D. SIGNS**

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

**ARTICLE II**

**OBLIGATIONS OF LESSEE**

**A. MAINTENANCE**

Lessee shall throughout the term of this Lease, maintain the lease premises and the improvements and the appurtenances thereto in good condition and repair and in safe and presentable condition. Lessee shall repair any damages to the Lease premises and shall maintain and repair all improvements and equipment thereon. Lessee shall allow the City access to inspect the buildings and property. All maintenance, repairs and replacement shall be of quality equal to the original in materials and workmanship

1. The City shall maintain the parking lot and vehicle movement areas. The City shall also maintain the grounds to include the plantings, grass and mulching, trimming, and maintaining existing trees, shrubs and other foliage.

2. The building shall be maintained by the City, and the City shall maintain or provide for the reasonable maintenance or replacement of HVAC, lighting, plumbing, electrical, utility systems, and other general building maintenance. The City will provide the next roof replacement but after that ACT will be responsible. Excluded from the City's maintenance obligations shall be the furnishings owned by the Lessee, and custodial maintenance. The City will respond to non-emergency maintenance requests within five business days. Emergency maintenance requests will be responded to within 24 hours or allowance will be given to the Lessee to outsource the maintenance request for faster response and an invoice submitted to the City for reimbursement.

Repairs and maintenance shall be paid with funds from Lessee's monthly payments that are held by the City.

## B UTILITIES

Lessee hereby covenants to be responsible for and to pay for all utilities used in the leased Premises and to be responsible for their proper care.

## C. INDEMNITY AND INSURANCE

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

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

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

Further, Lessor assumes no responsibility or liability for damages which are

directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by Lessee.

Lessee understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of Lessee, including but not limited to any of its officers, members, agents, employees, customers, visitors, licensees, invitees or other persons.

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

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

## 2. INSURANCE

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

	<u>TYPE</u>	<u>AMOUNT</u>
1.	<u>Worker's compensation (where Required by State Law) and Employer's Liability</u>	Statutory - <u>\$100,000</u> each accident
2.	<u>Comprehensive General (Public) Liability</u> - to include (but not limited to) the following:	
A.	Premises/Operation	Combined Single Limit for Bodily Injury and Property
B.	Independent Contractors	Damage: <u>\$500,000</u> - per



Lessee further agrees that with respect to the above required insurances, the City of Abilene shall:

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

E. COMPLIANCE WITH LAWS

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

**ARTICLE III  
ASSIGNMENT AND TERMINATION**

A. ASSIGNMENT, TRANSFER

The Lessee shall not assign or transfer this Agreement or any interest therein nor sublet the premises or any part thereof without the prior written consent of the Lessor, which may be withheld at the Lessor's discretion.

B. TERMINATION

Upon the violation to any of the foregoing terms or conditions to this agreement, which shall continue for twenty (20) days or more following written notice of said violation Lessor to Lessee, the Lessor may declare this Lease is forfeited at its discretion without further notice to Lessee, and Lessor's agents or attorney shall have the power enter and hold, occupy and repossess the entire premises hereinbefore described, as before the execution of this Agreement.

**ARTICLE IV  
GENERAL PROVISIONS**

A. DAMAGE OR DESTRUCTION OF PREMISES

In the event the Leased Premises shall be totally destroyed or sustain substantial damage by fire, storm, explosion, earthquake, or any other peril or casualty, then either Lessor or Lessee may cancel this Lease, provided written notice of such cancellation is given one to the other within thirty (30) days from the date of said destruction or damage. If neither party serves notice of cancellation on the other within said time, then Lessee shall rebuild the Leased Premises and put them in as good a condition as they were in prior to such casualty within a reasonable time after such destruction. In no event will Lessee be required to spend more in rebuilding the building than the total of the insurance proceeds received or the appraised value of the building. In no event shall Lessor be obligated to provide or reimburse Lessee for temporary facilities.

B. TERM OF LEASE

The initial term of this lease shall be five (5) years ending on September 30, 2030. Thereafter, this lease agreement shall be automatically extended for up to three (3) additional five (5) year terms unless either party notifies the other in writing, at least sixty (60) days prior to the end of the initial term, that the extended term is terminated.

C. AGENT

The agent for Lessor shall be the City Manager or their designee - The agent for Lessee shall be President of the Abilene Community Theatre Board.

D. PAYMENT

Beginning the first day of the month following the Effective Date, Lessee shall pay monthly to the Lessor the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) for Eighteen (18) months. On the Nineteenth (19) month the Lessee shall pay monthly to the Lessor the sum of FIVE HUNDRED DOLLARS (\$500) for Eighteen (18) months. Beginning year three (3) the Lessee shall pay monthly to the Lessor the sum of ONE THOUSAND DOLLARS (\$1,000) for the remainder of the five (5) year term. For every five (5) term renewed there will be a 4% increase in the rental rate unless negotiated and agreed upon in writing.

The monthly payment shall be held in reserve by Lessor to be used for the cost of repairs and maintenance as set forth in this Lease Agreement. Upon the termination or expiration of this lease, all remaining funds held in reserve shall revert to and become the property of Lessor and shall be surrendered along with the premises as a part thereof.

E. BANKRUPTCY

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

F. VENUE

Venue for any action arising under this Lease Agreement shall be in Taylor County, Texas.

G. NOTICE

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

To Lessee:

Abilene Community Theatre, Inc.  
809 Barrow  
Abilene, TX 79605

To Lessor:

Director of Parks and Recreation  
City of Abilene  
P.O. Box 60  
Abilene, TX 79604

H. AMENDMENT

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

I. TERMINATION OF PRIOR LEASE

The parties acknowledge and agree that the prior Lease Agreement, dated October 1, 2016, is hereby terminated as of the Effective Date stated above.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**LESSOR:**

CITY OF ABILENE  
INC.

By: \_\_\_\_\_  
City Manager

**LESSEE:**

ABILENE COMMUNITY THEATER,

By: S.J.M.  
Printed Name: Samantha Jo Magee  
Title: President Abilene Community Theatre

**ATTEST:**

By: \_\_\_\_\_  
City Secretary

**APPROVED:**

By: \_\_\_\_\_  
City Attorney



# Parks Report





# Mowing Season Statistics

Grounds Maintenance – 1,025 Work Orders  
12,162 Labor Hours

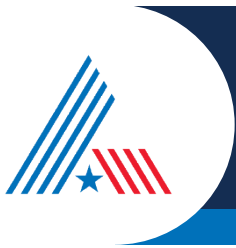
Irrigation Plumbing - 276 Work Orders  
2,773 Labor Hours

Litter/Restrooms – 649 Work Orders  
3,736 Labor Hours

Building Maintenance – 252 Work Orders  
2,551 Labor Hours

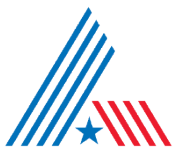
Landscape – 393 Work Orders  
3,583 Labor Hours





# Seasonal Color Change at T&P and City Hall





# Nelson Memorial Bench Relocation





# Seniors Report





# Turkey Trot



- November 1<sup>st</sup> – 21<sup>st</sup>
- Points earned for attending fitness classes
- Prize: Thanksgiving Basket



# Veterans Appreciation

## Wellness Wednesdays *November*

**5<sup>th</sup>**

Wii Sports • Room C • 10:00 AM  
**Fitness Class Spotlight**  
Walk for Fun • 8:30 AM

**12<sup>th</sup>**

Wii Sports • Room C • 10:00 AM  
**Fitness Class Spotlight**  
Stretch & Flex • 9:30 AM  
Strength & Balance 10:00 AM

**19<sup>th</sup>**

Wii Sports • Room C • 10:00 AM  
**Fitness Class Spotlight**  
Zumba • 10:30 AM

**26<sup>th</sup>**

Wii Sports • Room C • 10:00 AM  
**Fitness Class Spotlight**  
Beginning Line Dancing • 1:00 PM

Rose Park Senior Center



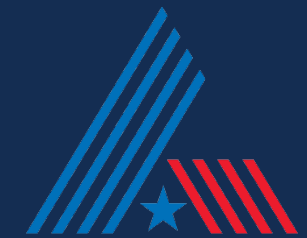


Abilene ZOO

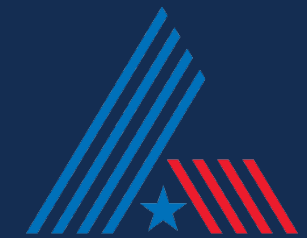


CITY OF  
**ABILENE**  
TEXAS

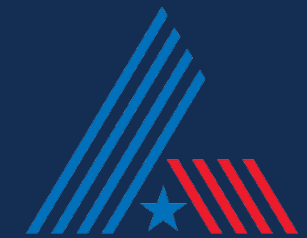
# Animal Update: Howler Monkey birth



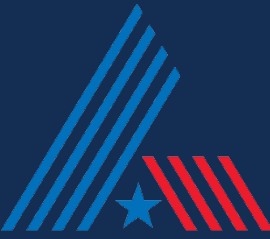
# Animal Update: Howler Monkey loss



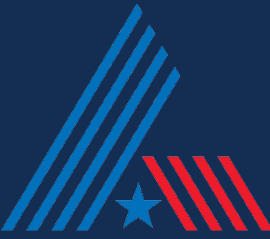
# Animal Update: Baby Steenbok



# Incoming Event: C130

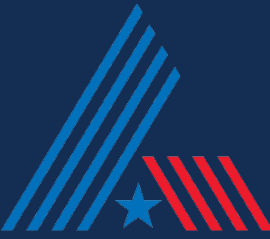
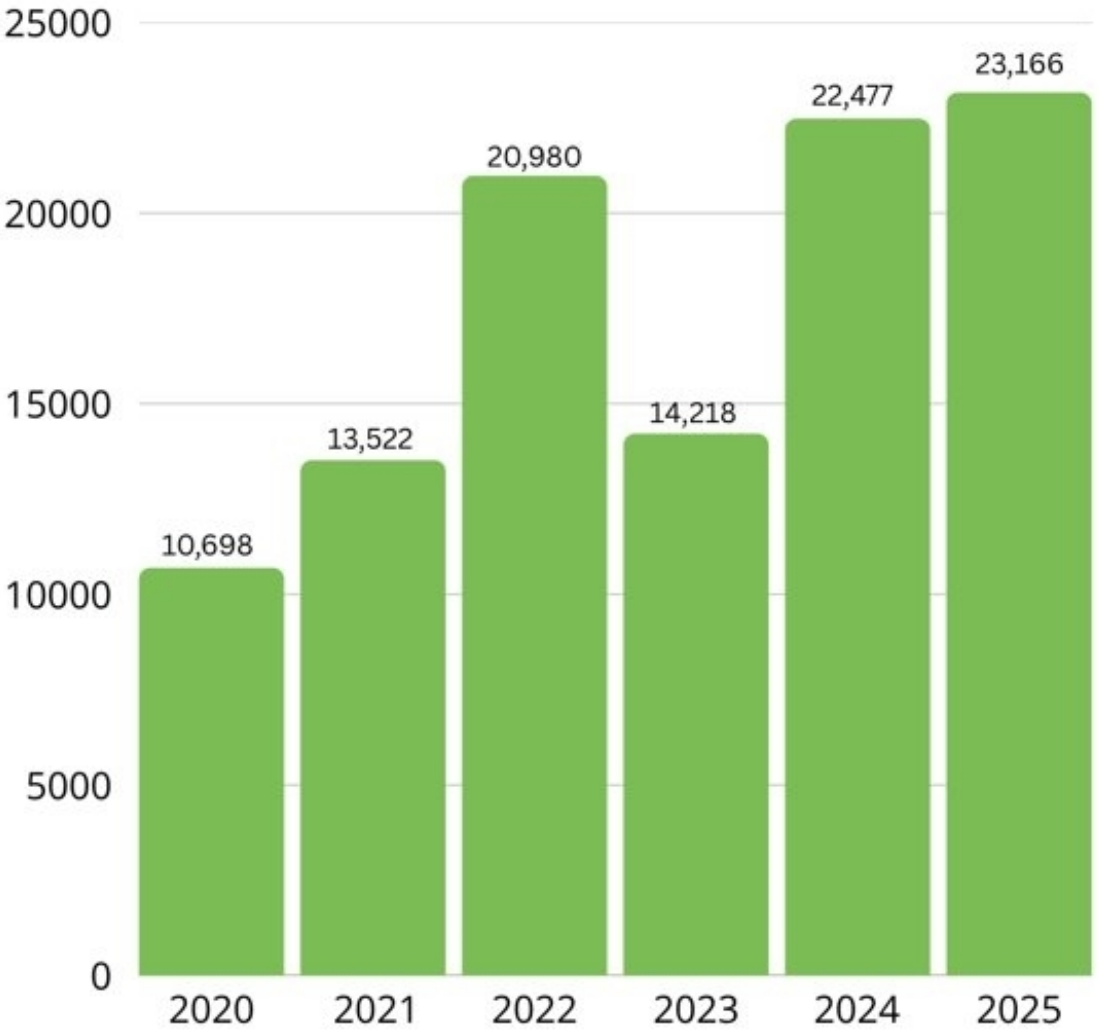


# Updated Event: Boo

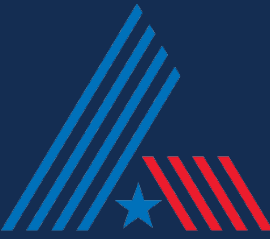


# Updated Event: Boo

## BOO ATTENDANCE YEAR-TO-YEAR

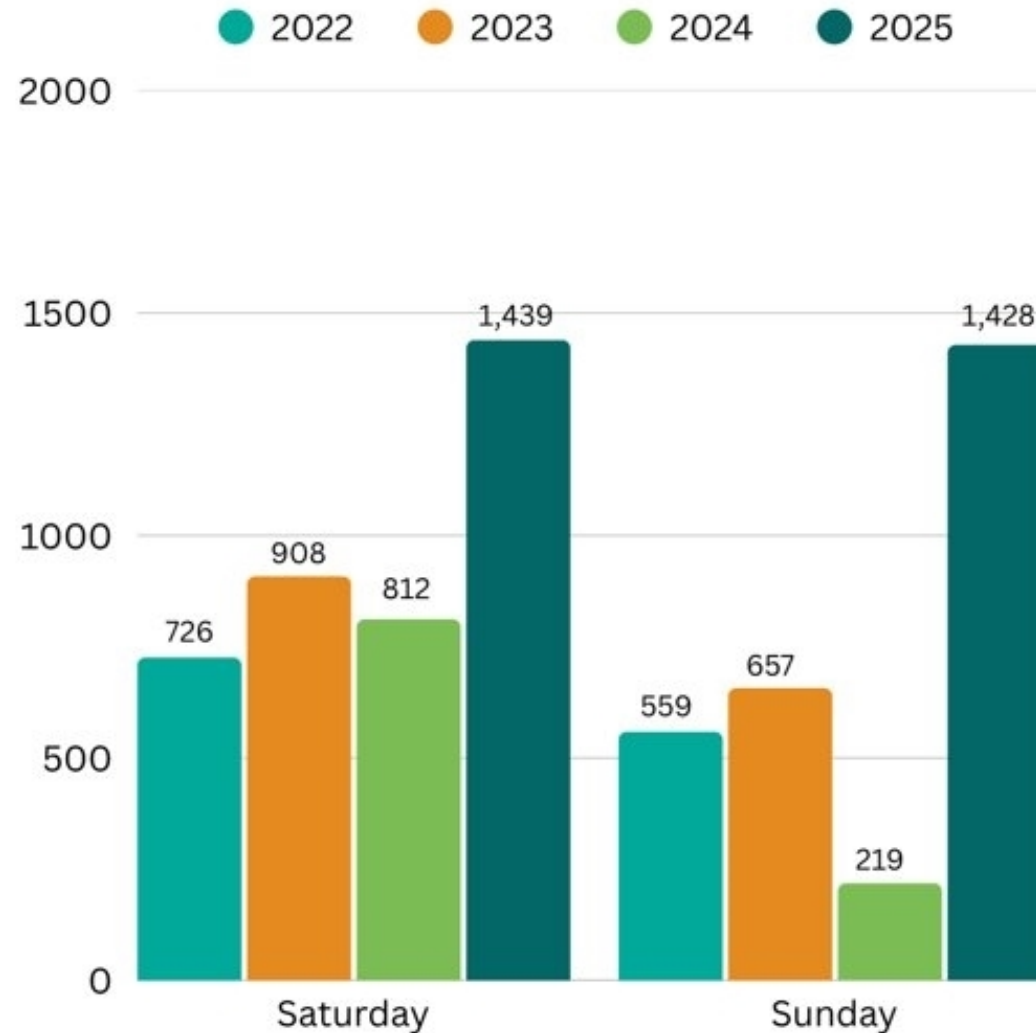


# Updated Event: Dia de los Muertos



# Updated Event: Dia de los Muertos

## DIA DE LOS MUERTOS ATTENDANCE



**77% INCREASE**

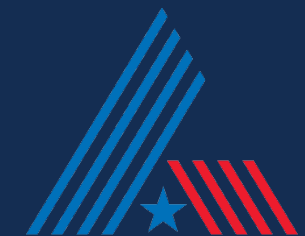
in attendance for first  
Saturday of November

**198% INCREASE**

in attendance for first  
Sunday of November

**122% INCREASE**

in attendance for first  
weekend of November



# Upcoming Event



Abilene ZOO

Christmas  
CELEBRATION

December 12-23

