City of Abilene
City Council Agenda

Weldon Hurt, Mayor Pro-tem
Shane Price, Council Member
Jack Rentz, Council Member
Robert Hanna, City Manager

Anthony Williams, Mayor

Donna Albus, Council Member
Kyle McAlister, Council Member
Travis Craver, 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 July 23, 2020, at 4:30 p.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

1. **Executive Session** - City Council will convene into Executive Session at 4:30 p.m.
   Reconvene - City Council will reconvene into open session at 5:30 p.m.

INVOCATION

2. Councilmember Jack Rentz

PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

CONSENT AGENDA

All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or Citizen so requests, in which event the item will be removed from the Consent Agenda and considered separately.

3. **Minutes:** Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on July 9, 2020 ***(Shawna Atkinson)***

4. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Ordering a City of Abilene General Election to be Held on Tuesday, November 3, 2020, for the purpose of Electing Members to City Council Places 3, 4 and Mayor ***(Shawna Atkinson)***

5. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Jones County for a General Election to be Held on Tuesday, November 3, 2020 ***(Shawna Atkinson)***

6. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Taylor County for a General Election to be Held on Tuesday, November 3, 2020 ***(Shawna Atkinson)***

7. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Authorize a Revised Economic Development Agreement with Silverthorne Properties Regarding 1162 North 2nd ***(Robert Hanna)***

8. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving the 2020-2024 Consolidated Plan, FY 2020/2021 Action Plan, and proposed use of Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds ***(Zack Rainbow)***

9. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Acknowledging Receipt and Review of the Abilene-Taylor County Events Venue District's Budget for Revised FY 2020 and Approved FY 2021 ***(Mike Rains)***

10. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Bid to GT Distributors, Inc, for Police Level IIIA body armor pursuant to BuyBoard Contract 603-20 ***(Stan Standridge)***

11. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing a contract with Parkson Corporation for the Purchase and Installation of two Replacement Drum Screen Units for the Hamby Water Reclamation Facility ***(Rodney Taylor)***

12. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding the bid to Bo Simon, Inc. for the Griffith Road Water Line Replacement. ***(Rodney Taylor)***

13. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Contract with Insituform Technologies, LLC for the 2020 Sanitary Sewer Clean and TV Project ***(Rodney Taylor)***

14. **Ordinance (First Reading) CUP-2020-04:** Receive a Report and Hold a Discussion and Public Hearing on a request from AT&T, agent David Draper, for Conditional Use Permit to allow construction of a 75' tall monopole within General Retail (GR) zoning district located at 3309 N. 10th Street, Abilene, Taylor County, Texas ***(Mike Warrix)***

REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

15. **Resolution:** (remove from table) Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Extended Term Street Use License-TTY Holdings, LLC ***(Michael Rice)***

16. **Presentation:** Receive a Report and Hold a Discussion and Public Hearing and Provide Direction on Downtown On-Street Parking ***(Michael Rice)***

17. **Presentation and Resolution:** Receive a Report and Hold a Discussion and Public Hearing on the City of Abilene Municipal Solid Waste Cost of Service Analysis, and Proposed Future Rate Increases ***(Max Johnson)***

18. **Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Council Policy Statement Regarding COVID-19 Reporting Requirements ***(Robert Hanna)***

19. **Ordinance (Final Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance amending Chapter 32 "Utilities", Article VI "Water Conservation Plan", of the Abilene Municipal Code by amending Section 32-141, Section 32-142, Section 32-143, and Section 32-145. ***(Rodney Taylor)***

20. **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)***

    - Betty Hardwick Center Board
    - Landmarks Commission
    - Tax Increment Reinvestment Zone Board (TIRZ)

21. **Emergency Resolution:** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Modifying and Extending the Declaration of Local Disaster Issued June 25, 2020 ***(Robert Hanna)***

BUDGET ORDINANCES

22. **Ordinance (Consider on First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Revised 2019-2020 Budget

23. **Ordinance (Consider on First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Proposed 2020-2021 Budget

24. **Ordinance (Consider on First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Setting the Tax Levy

25. **Ordinance (Consider on First Reading):** Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting Fees and Charges for FY 2020-2021

PUBLIC COMMENTS

There will be no votes or any formal actions taken on subjects presented during public comment. The public comment period will only allow members of the public to present ideas and information to city officials and staff.

EXECUTIVE SESSION

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

A. 551.071 (Consultation with Attorney)

1. Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No. 49368-A, 42nd District Court, Abilene, Taylor County, Texas, filed April 13, 2016
2. Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016
3. Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018
4. Alfredo Valencia v. Corey Davis and City of Abilene; Case No. 1:19-cv-00017-C; In the United States District Court, Northern District of Texas, Abilene Division, filed February 4, 2019.
5. City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019
6. 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
7. City of Abilene, Texas and Garfield Public/Private LLC v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-000900, In the 261st Judicial District Court, Travis County, Texas, filed February 13, 2020
8. Chandler Brooks v. Taylor County, et al.; Civil Action No. 1:20-cv-00049, In the United States District Court, Northern District of Texas, Abilene Division; filed March 5, 2020
9. Governor's Executive Order - COVID-19
10. Claim of Discrimination - Rita Monterossa
11. West Texas Water Partnership

B. 551.072 (Deliberations about Real Property)

1. Clyde Water
2. T&P Freight Warehouse, 901 North 1st Street, Abilene

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)

F. 551.087 (Business Prospect/Economic Development)

1. Abilene Convention Center Hotel Project

RECONVENE

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 21st day of July, 2020 at 3:25 p.m.

_____

Shawna Atkinson, City Secretary

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

TO:

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 July 9, 2020 *(Shawna Atkinson)***

GENERAL INFORMATION

Approval of the Minutes from the Regular Meeting Held on July 9, 2020

SPECIAL CONSIDERATIONS

None.

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Approval of the Minutes

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. 07-09-2020 Minutes - Regular - Morning

CITY COUNCIL MEETING
July 9, 2020 at 8:30 a.m.

CITY COUNCIL OF THE CITY OF ABILENE, TEXAS
COUNCIL CHAMBERS, CITY HALL

The City Council of the City of Abilene, Texas met in Regular Session on July 9, 2020, at 8:30 a.m. in the Council Chambers, 555 Walnut St. Mayor Anthony Williams was present and presiding with Mayor Pro-tem Weldon Hurt, Deputy Mayor Pro-tem Donna Albus and Councilmembers Shane Price, Jack Rentz and Kyle McAlister. Councilmember Travis Craver was absent. Also present were City Manager Robert Hanna, City Attorney Stanley Smith, and Deputy City Secretary Kaitlin Richardson.

Mayor Pro-tem Weldon Hurt delivered the invocation and led the Pledge of Allegiance to the Flag of the United States of America and State of Texas Flag.

CONSENT AGENDA

The Consent Agenda consisted of items 2-8. Items 2, 3, 4 & 7 were pulled for individual consideration.

Items pulled for individual consideration were as follows:

- Councilmember Price – Item 2
- Councilmember Rentz – Item 3
- David Swart, citizen – Item 4 and Item 7

Councilmember Price moved to approve the consent agenda, now consisting of items 5, 6 and 8. Councilmember Rentz seconded the motion; motion carried.

AYES (6): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz and McAlister
NAYS (0): None
ABSENT (1): Councilmember Craver

5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Designating an Officer to Calculate the No-New-Revenue Tax Rate and the Voter-Approved Tax Rate and Publish Property Tax Information
[ASSIGNED RESOLUTION NO. 123-2020]

6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving Amendments to the Abilene Public Library Advisory Board Bylaws
[ASSIGNED RESOLUTION NO. 124-2020]

8. Ordinance (First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance amending Chapter 32 "Utilities", Article VI "Water Conservation Plan", of the Abilene Municipal Code by amending Section 32-141, Section 32-142, Section 32-143, and Section 32-145, as set out below, providing for a severability clause, and declaring a penalty

ITEMS PULLED FOR INDIVIDUAL CONSIDERATION

2. Minutes: Receive a Report, Hold a Discussion and Take Action on Approving the Minutes from the Regular Meeting Held on June 25, 2020

The item was pulled by Councilmember Price.

Having pulled the item, Councilmember Price notated one correction to the minutes, the Invocation was attributed to the wrong person – it should have been Councilmember McAlister.

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

Councilmember Price moved to approve the item with the change noted above. Councilmember McAlister seconded the motion; motion carried.

AYES (6): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz and McAlister
NAYS (0): None
ABSENT (1): Councilmember Craver

3. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Approve the Purchase of Vehicle Reporting System to Monitor Vehicle Performance and Location
[ASSIGNED RESOLUTION NO. 121-2020]

The item was pulled by Councilmember Rentz.

Having pulled the item, Councilmember Rentz stated that he thinks this is a bad year to be spending money on something like this. Council and staff discussed why the item is necessary.

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

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

AYES (6): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz and McAlister
NAYS (0): None
ABSENT (1): Councilmember Craver

4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to accept award of the Small Community Air Service Development Program Grant
[ASSIGNED RESOLUTION NO. 122-2020]

The item was pulled by David Swart, citizen.

Having pulled the item, David Swart stated that now is not the time to spend money on air time. There is no use for parked airports or jets. Mr. Swartz also stated he is for the option of Southwest for a new airline, but not right now now.

Mayor Williams opened the public hearing. The following addressed the Council:

- Ryan Gaston – stated that he is for both options and thinks this will bring in more tax dollars.
- Tim Yandell – stated that he had a friend fly from Florida to Abilene and the trip was very expensive. He also spoke about current American Eagle flights.

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

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

AYES (6): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz and McAlister
NAYS (0): None
ABSENT (1): Councilmember Craver

7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding Bid #CB-2063 to Justice Construction Inc. for Additional Enhancements for the Law Enforcement Center, Municipal Court and Customer Service Center
[ASSIGNED RESOLUTION NO. 125-2020]

The item was pulled by David Swart, citizen.

Having pulled the item, David Swart stated that we should not be spending money on the flooring. The cost for flooring should have been included in the cost of the remodel. Mr. Swart stated that we have already spent too much on the flagpoles, which were $100,000.

Robert Hanna, City Manager, addressed Mr. Swart's concerns and stated that this is a remodel of an existing building and they are not replacing the floor, but correcting the acoustics in the facility. Staff is having a hard time assisting clients with the echo throughout the facility. When remodeling a facility you do not know what problems will arise.

Mayor Williams opened the public hearing. The following addressed the Council:

- Darla Mays – stated that she is not for this item and we shouldn't be spending money on flooring right now. This money should be set aside for something else the community needs.

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

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

AYES (6): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz and McAlister
NAYS (0): None
ABSENT (1): Councilmember Craver

REGULAR AGENDA

9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Executing a Professional Services Contract with HALFF and Associates for a New Comprehensive Plan
[ASSIGNED RESOLUTION NO. 126-2020]

Cheryl Sawyers, Planning Manager, presented the item. Adoption of the item would approve a professional services contract with HALFF and Associates for the preparation of a new Comprehensive Plan.

Councilmember Price stated that we do not need to spend $5,000 on a public service announcer for this project and cutting this is a way to reduce cost.

Mayor Williams opened the public hearing. The following addressed the Council:

- Marrell Waynewood – stated that he is employed with HALFF and stated if it wasn't for them, he wouldn't be where he is today. Is in favor of the item.
- Brennan Kane – represents HALFF associates and stated their excitement for working with the City on this project. Availed himself for questions from Council.
- Rosten Callerman – stated his excitement about this item because it entails infield development, and that he is in support of it.

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

Councilmember Price moved to approve the item with the removal of the public service announcer and the contract being updated to add language regarding reimbursement for money not spent. Mayor Pro-tem Hurt seconded the motion; motion carried.

AYES (6): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz and McAlister
NAYS (0): None
ABSENT (1): Councilmember Craver

10. Presentation: Receive a Report, Hold a Discussion and Public Hearing on the Realignment of the Development Corporation of Abilene, Inc. partnership with the Abilene Industrial Foundation

Misty Mayo, CEO of the Development Corporation of Abilene, and Doug Peters, President of the Abilene Industrial Foundation, presented a new partnership between the DCOA and the AIF.

Mayor Williams opened the public hearing. The following addressed the Council:

- David Swart – stated his appreciation of the presentation. He had a conversation with a team member of a supermarket chain located in Abilene and this employee stated that Abilene is not a priority for a second location. Mr. Swart stated this supermarket was in no hurry to open a new location even though they have purchased a property.
- Sheria Ford-Davis – stated she would like to see this move forward, but would also remind staff to not forget about the public with disabilities.
- Chloe Roberts – questioned if the DCOA coordinates with the Black Chamber of Commerce and with other minority groups.
- Demetrius Earthly – questioned what the requirements are to be approved for this.

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

Ms. Mayo addressed the publics concerns and stated that Mr. Peters has a great relationship with the Black Chamber of Commerce and the Hispanic Community. Ms. Mayo also stated that the chamber is in negotiations with local businesses and minority funds and they are moving as quickly as they can to assist.

This item was for presentation only. No votes or action were taken at this time.

11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Amended Development Corporation of Abilene, Inc.'s Budget for FY 19-20
[ASSIGNED RESOLUTION NO. 127-2020]

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve an amended budget for the Development Corporation of Abilene, Inc. for FY 19-20.

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

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

AYES (6): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz and McAlister
NAYS (0): None
ABSENT (1): Councilmember Craver

12. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approval of the Development Corporation of Abilene, Inc.'s Budget for FY 20-21
[ASSIGNED RESOLUTION NO. 128-2020]

Misty Mayo, CEO of the Development Corporation of Abilene, presented the item. Adoption of the item would approve the Development Corporation of Abilene, Inc.'s budget for FY 20-21.

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

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

AYES (6): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz and McAlister
NAYS (0): None
ABSENT (1): Councilmember Craver

13. Ordinance (Final Reading) Z-2020-08: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from TTY Holdings LLC. and Jeff Luther Construction Company, agent Timothy Yandell, to rezone from Light Industrial (LI) and Multi-Family Residential (MF) to a Planned Development District (PDD) located at 629 North 6th Street, Lot 7, Block 104, located at 601 Plum Street, Lots 7-12, Block 66, located at 501, 509, 525, 533, 541 Ash Street, Original Town Abilene, Abilene, Taylor County, Texas
[ASSIGNED ORDINANCE NO. 25-2020]

Mike Warrix, Director of Planning and Development Services, presented the item. Adoption of the item would rezone the above referenced property from Light Industrial (LI) and Multi-Family Residential (MF) to a Planned Development District (PDD).

Mayor Williams 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 Hurt seconded the motion; motion carried.

AYES (6): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz and McAlister
NAYS (0): None
ABSENT (1): Councilmember Craver

14. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Extended Term Street Use License-TTY Holdings, LLC
[TABLED]

Michael Rice, Assistant City Manager, presented the item. Adoption of the item would approve an extended term street use license with TTY Holdings, LLC, to use a portion of City right-of-way in front of the building addressed as 630 N 5th Street.

Mayor Williams opened the public hearing. The following addressed the Council:

- Tim Yandell – stated that he is the owner of the Belt Buckle Distillery and that he is confused why curbs are required when there are none in the area. This is a tremendous cost for them that they were not made aware of before now.
- Larry Sanders – stated that he is the Vice President of the Belt Buckle Distillery and that the right of way for the City begins at the face of the property, and that the creation of the curb would not be ideal for them.

Mr. Rice addressed the publics concerns and stated that this requirement is listed in the agreement, but would more than happy to table this item to be able to discuss the agreement with TTY Holdings, LLC.

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

Mayor Williams moved to table the item until the next meeting, July 23, 2020. Councilmember Price seconded the motion; motion carried.

AYES (6): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz and McAlister
NAYS (0): None
ABSENT (1): Councilmember Craver

15. Ordinance (Final Reading) Z-2020-09: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on request from Quality Implement Company, agents Gary and Diana Handley, to rezone property from Agricultural Open Space (AO) to General Commercial (GC) District located near northeast corner of Loop 322 and Industrial Boulevard
[ASSIGNED ORDINANCE NO. 26-2020]

Mike Warrix, Director of Planning and Developmet Services, presented the item. Adoption of the item would rezone the above referenced property from Agricultural Open Space (AO) to General Commercial (GC).

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

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

AYES (6): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz and McAlister
NAYS (0): None
ABSENT (1): Councilmember Craver

16. Ordinance (Final Reading) CUP-2020-03: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a request from Quality Implement Company, agents Gary and Diana Handley, for Conditional Use Permit allowing retail sale and rental of trucks and other large vehicles and equipment in a General Commercial District located near northeast corner of Loop 322 and Industrial Boulevard
[ASSIGNED ORDINANCE NO. 27-2020]

Mike Warrix, Director of Planning and Development Services, presented the item. Adoption of the item would approve a Conditional Use Permit for the above referenced property, allowing retail sale and rental of trucks and other large vehicles and equipment in a General Commercial District.

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

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

AYES (6): Mayor Williams, Mayor Pro-tem Hurt, Deputy Mayor Pro-tem Albus and Councilmembers Price, Rentz and McAlister
NAYS (0): None
ABSENT (1): Councilmember Craver

PUBLIC COMMENTS

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

- David Swart – wanted to remind everyone of the dangerous weather conditions approaching. Mr. Swart stated that he did not receive a notice of when his water meter was replaced and specifically requested to be notified. His taps were winterized and had concerns about the billing process.
- Sheria Ford-Davis – stated that she had concerns with the accessibility to the restrooms at Stevenson Park. It needs to be ADA compliant.
- Chris Daughtery – stated that Stevenson Park needs to be revitalized, as the conditions of the restrooms are terrible.
- Nick Moses - stated that Stevenson Park is below average and the restrooms are outdated. He stated his mother had to leave the park to use the restrooms, due to the conditions.
- Shawnte Fleming – wanted to thank Mr. Hanna, Lesli Andrews and Richard Rodgers for their assistance with the conditions at Stevenson Park. Ms. Fleming stated she fell on the chainlink fence at Stevenson Park. Also that the restrooms are dirty and there are no water fountains. She is promoting a clean city and more quality of life projects and she needs help to get this done. Ms.
- Tanell Smith- Blackmen – stated that restrooms in a park are a key factor in someone revisiting the park. She stated she is an AISD teacher and takes her students on field trips and would love to visit this park, but cannot because of the condition.
- Demetrius Earthly – stated that he grew up here and that GV Daniels and Stevenson Park looks the same as it did back when he was young. He is hoping for improvements.
- Jermaine Well – stated that this is his hometown and that the park is in terrible condition. He thinks that if you don't have dignity in where you live, you're not inclined to do well for yourself. Mr. Well stated that

kids are currently stuck in houses with nothing to do, but to be on the internet and we need to help change that with a park revitalization.

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

EXECUTIVE SESSION

Mayor Williams recessed into Executive Session at 11:20 a.m. pursuant to the following of the Open Meetings Act, with the following issues discussed during this session, as listed on the agenda and authorized by the noted Texas Government Code Section:

10. A. 551.071 (Consultation with Attorney)
    1. Claim of Discrimination – Rita Monterrosa
    2. Governor's Executive Orders COVID-19

10.B 551.072 (Deliberations about Real Property)
    2. T&P Freight Warehouse, 901 North 1st Street

10.D 557-074 (Personnel Matters)
    1. Personnel Matters

The Executive Session ended at 11:59 a.m. and reconvened to Open Session. Mayor Williams reported no votes or action were taken in Executive Session.

ADJOURNMENT

There being no further business, the meeting adjourned at 11:59 a.m.

_____	_____
Shawna Atkinson	Anthony Williams
City Secretary	Mayor

Minutes approved on: _____

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **4. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Ordering a City of Abilene General Election to be Held on Tuesday, November 3, 2020, for the purpose of Electing Members to City Council Places 3, 4 and Mayor *(Shawna Atkinson)***

GENERAL INFORMATION

On February 13, 2020, City Council authorized a General Election for Saturday, May 2, 2020, for the purpose of electing members to the City Council for Place 3 (at-large), Place 4 (at-large) and Mayor (at-large), and on April 9, 2020, City Council authorized the postponement of that election to November 3, 2020, due to the COVID-19 pandemic.

The Election laws for the May uniform election date differ from the election laws for the November uniform election date. During May the City would only have to contract with the Taylor County Elections Administrator because we are able to designate our own polling locations. However, during the November uniform election date the City is required to use polling locations designated by the County, which means we must contract with both Taylor and Jones County, as the City of Abilene falls within both counties.

Resolution 22-2020 that ordered the General Election for May 2, 2020, only ordered the election in Taylor County. We must now re-order the election to include Jones County.

Section 3.005(c) of the Texas Election Code requires a May election be ordered not later than the 78th day before election day. For the November 3rd election, the deadline for ordering the election is August 17, 2020.

Texas Election Code, Chapter 43, authorizes countywide polling place programs. Taylor County, through its Elections Department, and Jones County, through the County Clerk, both utilize Vote Centers. Use of these vote centers will apply to this election.

SPECIAL CONSIDERATIONS

Council seats up for Election in 2020 are City Council Place 3 (at-large), City Council Place 4 (at-large), and Mayor (at-large).

Re-ordering the election for November preserves all candidate filings from the May Election, and does not allow for new candidates to file. It does, however, allow for candidates who have already filled to withdraw without their name appearing on the ballot.

FUNDING/FISCAL IMPACT

None.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution ordering the Election.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution Ordering Election - November 3
2. 022-2020 - Ordering a General Election for Saturday May 2, 2020 for Mayor & City Council Places 3 & 4
3. 078-2020 - Postponing the May 2, 2020 General Election (with Spanish Version)
4. Ordering a General Election Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, REPLACING RESOLUTION 22-2020, AND ORDERING A GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE PURPOSE OF ELECTING THE MAYOR AND ONE COUNCILMEMBER FROM PLACE 3 AND ONE COUNCILMEMBER FROM PLACE 4.

WHEREAS, on February 13, 2020, the City Council voted to order a General Election for Saturday, May 2, 2020. On April 9, 2020, Council voted to postpone the General Election to November 3, 2020, due to the COVID-19 pandemic, according to the Proclamation issued by the Governor of Texas on March 18, 2020, allowing political subdivisions of the state to move their general and special elections for 2020 to the next uniform election date, occurring on November 3, 2020; and,

WHEREAS, Taylor County and Jones County, pursuant to Texas Election Code 43.007 allows the Commissioners Court to participate in the program to eliminate county election precinct polling places and establish countywide polling places for each election held on the uniform election date in November; and,

WHEREAS, each countywide polling place must allow a voter to vote in the same election in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

WHEREAS, Taylor County and Jones County have been approved by the Secretary of State to utilize countywide polling places; and

WHEREAS, locations of the polling places are as designated in Exhibit A, attached to this resolution, but which locations may be changed by Taylor County and Jones County, and which changes, if any, are hereby made part of this resolution by reference and can be found by visiting the Taylor County webpage: http://www.taylorcountytexas.org/214/current-elections or by contacting:

Taylor County Elections Administrator
400 Oak Street, #101, Abilene, Texas 79602
(325) 674-1216

Or the Jones County webpage: http://www.co.jones.tx.us/page/jones.Elections or by contacting:

Jones County Clerk
1100 12th Street
Anson, Texas 79501

WHEREAS, early voting will be conducted at the locations and during the dates and times established by both Taylor County, Texas, and Jones County, Texas, as reflected in Exhibit B, attached to this resolution, but which locations may be changed by each, and which changes, if any, are hereby made part of this resolution by reference and can be found by visiting the Taylor County webpage: http://www.taylorcountytexas.org/214/current-elections or by contacting:

Taylor County Elections Administrator,
400 Oak Street, #101, Abilene, Texas 79602
(325)674-1216

Or the Jones County webpage: http://www.co.jones.tx.us/page/jones.Elections or by contacting:

Jones County Clerk
1100 12th Street
Anson, Texas 79501

WHEREAS, applications for ballots by mail must be received no later by 5:00 p.m., Friday, October 16, 2020, and sent to the following:

Freda Ragan
Taylor County Elections Administrator
P. O. Box 3318
Abilene, Texas 79604
Email: raganfr@taylorcountytexas.org

Or

LeAnn Jennings
Jones County Clerk
P. O. Box 552
Anson, TX 79501
Email: leeann.jennings@co.jones.tx.us

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

An election is hereby ordered to be held on Tuesday, November 3, 2020, for the purpose of:

Electing the Mayor and one Councilmember from Place 3 and one Councilmember from Place 4, for the City of Abilene.

That this Resolution shall take effect immediately from and after its passage, as indicated below.

ADOPTED by the City Council of the City of Abilene on the 23rd day of July, 2020.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

RESOLUCIÓN NUM. _____

UNA RESOLUCIÓN DEL AYUNTAMIENTO DE LA CIUDAD DE ABILENE, TEXAS, SUSTITUYENDO LA RESOLUCIÓN 22-2020, Y ORDENANDO UNA ELECCIÓN GENERAL QUE SE LLEVARÁ A CABO EL MARTES, 3 DE NOVIEMBRE DE 2020, PARA EL PROPÓSITO DE ELEGIR AL ALCALDE Y UN CONSEJERO DEL LUGAR 3 Y UN CONSEJO MIEMBRO DEL LUGAR 4.

CONSIDERANDO que, el 13 de febrero de 2020, el Ayuntamiento votó para ordenar una Elección General para el sábado 2 de mayo de 2020. El 9 de abril de 2020, el Consejo votó para posponer la Elección General al 3 de noviembre de 2020, debido a la COVID-19 pandemia, de acuerdo con la Proclamación emitida por el Gobernador de Texas el 18 de marzo de 2020, que permite que las subdivisiones políticas del estado trasladen sus elecciones generales y especiales para 2020 a la próxima fecha de elección uniforme, que tendrá lugar el 3 de noviembre de 2020; y,

CONSIDERANDO que, de conformidad con el Código Electoral de Texas 43.007, el Condado de Taylor y el Condado de Jones permiten que el Tribunal de Comisionados participe en el programa para eliminar los lugares de votación del distrito electoral y establecer lugares de votación en todo el condado para cada elección celebrada en la fecha de elección uniforme en noviembre; y,

POR CUANTO, cada lugar de votación en todo el condado debe permitir que un votante vote en la misma elección en la que el votante tendría derecho a votar en el recinto electoral del condado en el que reside el votante; y

POR CUANTO, el Condado de Taylor y el Condado de Jones han sido aprobados por el Secretario de Estado para utilizar los lugares de votación en todo el condado; y

POR CUANTO, las ubicaciones de los lugares de votación son las designadas en el Anexo A, adjuntas a esta resolución, pero qué ubicaciones pueden ser cambiadas por el Condado de Taylor y el Condado de Jones, y qué cambios, si los hay, forman parte de esta resolución por referencia y pueden se puede encontrar visitando la página web del condado de Taylor: http://www.taylorcountytexas.org/214/current-elections o contactando:

Taylor County Elections Administrator
400 Oak Street, #101, Abilene, Texas 79602
(325) 674-1216

O la página web del Condado de Jones: http://www.co.jones.tx.us/page/jones.Elections o contactando a:

Jones County Clerk
1100 12th Street
Anson, Texas 79501

POR CUANTO, la votación anticipada se llevará a cabo en los lugares y durante las fechas y horas establecidas por el Condado de Taylor, Texas, y el Condado de Jones, Texas, como se refleja en el Anexo B, adjunto a esta resolución, pero qué lugares pueden ser cambiados por cada uno y qué cambios, si los hay, forman parte de esta resolución por referencia y se pueden encontrar visitando la página web del condado de Taylor: http://www.taylorcountytexas.org/214/current-elections o contactando a:

Taylor County Elections Administrator,
400 Oak Street, #101, Abilene, Texas 79602
(325)674-1216

O la página web del Condado de Jones: http://www.co.jones.tx.us/page/jones.Elections o contactando a:

Jones County Clerk
1100 12th Street
Anson, Texas 79501

POR CUANTO, las solicitudes de boletas por correo deben recibirse antes de las 5:00 p.m., viernes 16 de octubre de 2020, y enviarse a los siguientes:

Freda Ragan
Taylor County Elections Administrator
P. O. Box 3318
Abilene, Texas 79604
Email: raganfr@taylorcountytexas.org

O

LeAnn Jennings
Jones County Clerk
P. O. Box 552
Anson, TX 79501
Email: leeann.jennings@co.jones.tx.us

AHORA POR LO TANTO, RESUELVE POR EL AYUNTAMIENTO DE LA CIUDAD DE ABILENE, TEXAS:

Se ordena una elección el martes 3 de noviembre de 2020 con el fin de:

Elegir al Alcalde y un Concejal del Lugar 3 y un Concejal del Lugar 4, para la Ciudad de Abilene.

Que esta Resolución surtirá efecto inmediatamente después de su aprobación, como se indica a continuación.

APROBADO por el Ayuntamiento de la Ciudad de Abilene el 23 de julio de 2020.

DAR FE:

_____
Secretaria de la Ciudad

_____
Alcade

APROBADO:

_____
Abogado de la Ciudad

RESOLUTION NO. 22-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ORDERING A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 2, 2020, FOR THE PURPOSE OF ELECTING THE MAYOR AND ONE COUNCILMEMBER FROM PLACE 3 AND ONE COUNCILMEMBER FROM PLACE 4.

WHEREAS, Taylor County, pursuant to Texas Election Code 43.007 allows the Commissioners Court to participate in the program to eliminate county election precinct polling places and establish countywide polling places for each election held on the uniform election date in May; and,

WHEREAS, each countywide polling place must allow a voter to vote in the same election in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

WHEREAS, Taylor County has been approved by the Secretary of State to utilize countywide polling places; and

WHEREAS, locations of the polling places are as designated in Exhibit A, attached to this resolution, but which locations may be changed by Taylor County, and which changes, if any, are hereby made part of this resolution by reference and can be found by visiting the Taylor County webpage: http://www.taylorcountytexas.org/214/current-elections or by contacting:

Taylor County Elections Administrator
400 Oak Street, #101, Abilene, Texas 79602
(325) 674-1216

WHEREAS, early voting will be conducted at the locations and during the dates and times established by Taylor County, Texas, as reflected in Exhibit B, attached to this resolution, but which locations may be changed by Taylor County, and which changes, if any, are hereby made part of this resolution by reference and can be found by visiting the Taylor County webpage: http://www.taylorcountytexas.org/214/current-elections or by contacting:

Taylor County Elections Administrator,
400 Oak Street, #101, Abilene, Texas 79602
(325)674-1216

WHEREAS, applications for ballots by mail must be received no later by 5:00 p.m., Tuesday, April 21, 2020, and sent to the following:

Freda Ragan
Taylor County Elections Administrator
P. O. Box 3318
Abilene, Texas 79604
Email: raganfr@taylorcountytexas.org

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

An election is hereby ordered to be held on Saturday, May 2, 2020, for the purpose of:

Electing the Mayor and one Councilmember from Place 3 and one Councilmember from Place 4, for the City of Abilene.

That this Resolution shall take effect immediately from and after its passage, as indicated below.

ADOPTED by the City Council of the City of Abilene on the 13th day of February, 2020.

ATTEST:

CITY SECRETARY

Pro Tem

MAYOR

APPROVED:

CITY ATTORNEY

***RESOLUCIÓN NUM.* 22-2020**

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE ABILENE, TEXAS, PIDIENDO UNA ELECCIÓN GENERAL QUE SE LLEVARA A CABO EL SABADO, 2 DE MAYO DEL 2020, CON EL PROPÓSITO DE ELEGIR AL ALCALDE, UN MIEMBRO DEL CONSEJO PARA EL LUGAR 3 Y UN MIEMBRO DEL CONSEJO PARA EL LUGAR 4.

CONSIDERANDO que, el Condado de Taylor, conforme con el Codigo de Eleccion de Texas 43.007 que permite que la Corte de Comisionados del Condado a participar en el programa para eliminar en la eleccion del condado los casillas electorales por recinto y establecer casillas electorales a lo largo y ancho del condado por cada eleccion que tiene lugar en la fecha uniforme de eleccion en Mayo; y,

CONSIDERANDO que, cada casilla electoral a lo largo y ancho del condado debe permitir a un votante votar en la misma eleccion en la cual el votante tiene derecho a votar en el recinto de eleccion del condado en el cual reside el votante; y

CONSIDERANDO que, el Condado de Taylor ha sido aprovado por el Secretario de Estado para utilizer casillas electorales a lo largo y ancho del condado; y

CONSIDERANDO que, las ubicaciones de los centros de votacion son las designadas en el Anexo A adjunto a esta resolucion, pero que el Condado de Taylor puede cambiar las ubicaciones y cuales cambios, si corresponde, se incluyen en esta resolucion por referencia y pueden encontrarse por visitando la pagina web del condado de Taylor: http://www.taylorcountytexas.org/214/current-elections *o contactando:*

Taylor County Elections Administrator
400 Oak Street, #101, Abilene, Texas 79602
(325) 674-1216

CONSIDERANDO que, la votación anticipada se llevara a cabo en las ubicaciones y fechas establecidas por Taylor County, Texas, como se refleja en el Anexo B adjunto a esta resolucion, pero que el Condado de Taylor puede cambiar las ubicaciones y, en su caso, los cambios, se hace parte de esta resolucion por referencia y se puede encontrar visitando la pagina web del condado de Taylor: http://www.taylorcountytexas.org/214/current-elections o contactando:

Taylor County Elections Administrator,
400 Oak Street, #101, Abilene, Texas 79602
(325)674-1216

CONSIDERANDO que, solicitudes de balotas por correo deberan recibirse a mas tarde de las 5:00 p.m. el Martes, 21 de Abril del 2020, y envirarse a lo siguiente:

Freda Ragan
Taylor County Elections Administrator
P. O. Box 3318
Abilene, Texas 79604
Email: raganfr@taylorcountytexas.org

AHORA POR LO TANTO, SEA RESUELTO POR EL CONSEJO DE LA CIUDAD DE ABILENE, TEXAS:

Una elección se pide por este medio para que se lleve acabo el Sabado, 2 de Mayo del 2020, para el propósito de:

Elegir al Alcalde, un Miembro del Consejo para el Lugar 3, y un Miembro del Consejo para el Lugar 4 de la Ciudad de Abilene.

Que esta resolución tomará efecto inmediatamente y después de su paso, según lo indicado abajo.

ADOPTADO por el Consejo de la Ciudad de Abilene este dia 13 de febrero del 2020.

DA FE:

Secretaria de la Ciudad

Pro Tem

Alcade

APROBADO:

Abogado de la Ciudad

RESOLUTION NO. 78-2020

AN EMERGENCY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, POSTPONING THE ELECTION ORDERED IN RESOLUTION 22-2020, ON FEBRUARY 13, 2020, PRESERVING CANDIDATE FILINGS, AND REPEALING CONFLICTING RESOLTUIONS, ESTABLISHING PROCEDURES FOR THE POSTPONED ELECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Abilene is a Home Rule Municipality located in Taylor County, Texas, operating pursuant to the Texas Local Government Code and enabling legislation of the State of Texas; and

WHEREAS, the City Council of the City of Abilene previously passed Resolution 22-2020, ordering that a General Election be held on May 2, 2020, a uniform election date per Texas Law, for the purpose of electing the Mayor and City Council Members Place 3 and 4; and

WHEREAS, Elections in Texas must be held on a uniform election date per state law; and

WHEREAS, on March 13, 2020, the Governor of Texas certified that the novel coronavirus (COVID-19) poses an imminent threat of disaster and declared a state of disaster for all counties in Texas; and

WHEREAS, on March 18, 2020, the Governor of Texas issued a Proclamation to suspend various statutes to allow political subdivisions of the State that would otherwise hold elections on May 2, 2020, to move their general and special elections for 2020 to the next uniform election date, occurring on November 3, 2020; and

WHEREAS, the Texas Secretary of State has issued, pursuant to the Proclamation of March 18, 2020, Election Advisory No. 2020-12, to provide guidance to local political subdivisions regarding issues raised by the Proclamation; and

WHEREAS, federal, state, and local officials have determined that the spread of COVID-19 can be slowed by avoiding bringing people together, and the City Council hereby finds that the holding of the general election might cause physical danger of infection to voters, election officials, and election volunteers; and

WHEREAS, because of the public health crisis, and in order to protect the health and safety of voters, the election officials, and election volunteers, the City Council therefore wishes to exercise the authority granted in the Proclamation of March 18, 2020, to postpone the election previously called by it to be held on May 2, 2020 to November 3, 2020;

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

SECTION 1
POSTPONEMENT OF ELECTION

A. Pursuant to the authority granted in the Proclamation of March 18, 2020, the general election ordered to be held on May 2, 2020 by Resolution R2020-02-11 is hereby postponed until, and Ordered to be held on, the next uniform election date, November 3, 2020, or an earlier date if deemed possible by the Secretary of State or Governor, as applicable.
B. Candidate filings for the May 2nd election will remain valid for the November 3rd election, or earlier date if possible. This postponement does not reopen candidate filings for the 2 council places or the Mayor.
C. All matters and dates relevant to the November 3, 2020 elections, or earlier date if possible, such as voter registration deadlines, applications for ballots by mail and dates for early voting shall be as provided by Texas law.
D. The Council will, by subsequent action, amend Resolution 22-2020 to comply with state law regarding early voting location, dates and hours, and any other changes caused by postponing this election to November 3, 2020, or earlier date if possible.

SECTION 2
APPLICATION BALLOTS BY MAIL FOR THE MAY 2, 2020 ELECTION

A. All applications for ballots by mail that were filed for the May 2, 2020, election that are marked annual remain valid for the November 3, 2020, election, or earlier date if possible.
B. All single use applications for ballots by mail that were submitted for the May 2, 2020, election for reasons of age or disability remain valid for the November 3, 2020, election, or earlier date if possible.
C. Single use applications for ballots by mail submitted for the May 2, 2020, election that indicated the reason for voting by mail was due to absence from the county will not remain valid for the November 3, 2020, election, or earlier date if possible.

SECTION 3
APPLICATION FOR BALLOTS BY MAIL FOR THE NOVEMBER 3, 2020 ELECTION

Applications for early voting by mail in Taylor County may be delivered to the Early Voting Clerk, Taylor County Elections Administrator, 400 Oak Street, #101, Abilene, Texas 79602 to be received not later than the close of business on October 23, 2020.

SECTION 4
EARLY VOTING BY PERSONAL APPEARANCE

For an election held on November 3rd, Early Voting by personal appearance shall be conducted beginning on October 19, 2020, and continuing through October 30, 2020. The exact times and locations for early voting will be determined by the Taylor County Elections Administrators in accordance with the Joint Election Agreements and will be reflected in a future revision to the original election order. This is subject to change if an earlier Election date is possible.

DEADLINE TO REGISTER TO VOTE
Any individual seeking to vote in the November 3, 2020, election must register to vote by October 5, 2020.

SECTION 6
ELECTION DAY

Voting shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. on Tuesday, November 3, 2020, at the polling locations determined by the Taylor County Elections Administrators in accordance with the Joint Election Agreements and will be reflected in a future revision to the original election order.

SECTION 7
GOVERNING LAW AND QUALIFIED VOTERS
The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the City shall be eligible to vote at the election.

SECTION 8
PUBLICATION AND POSTING OF NOTICE OF POSTPONED ELECTION
Notice of the postponement of the election until November 3, 2020, shall be posted on the City's website, provided to local media organizations, and provided to the Taylor County Elections Administrators.

SECTION 9
NECESSARY ACTIONS

The Mayor and the City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 10
CONFLICT CLAUSE

This Resolution shall be cumulative of all provisions of the City of Abilene, Texas, except where the provisions of this Resolution are in direct conflict with the provisions of other Resolutions, in which event the conflicting provisions of the other ordinances are hereby repealed.

SECTION 11
SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if a phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of the unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 12
SAVING CLAUSE

All rights and remedies of the City of Abilene are expressly saved as to any and all violations of the provisions of any ordinances which have accrued as of the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 13
NOTICE REQUIREMENTS

The City of Abilene City Secretary shall post notice on its website of this change to the election date, shall notify local media of this change to the election date, shall notify the County Election Officer of this change to the election date, and shall notify the Texas Secretary of State of this change in the election date.

ADOPTED this 9th day of April, 2020.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley E. Smith, City Attorney

RESOLUCION NO. 78-2020

UNA RESOLUCIÓN DE EMERGENCIA DEL AYUNTAMIENTO DE LA CIUDAD DE ABILENE, TEXAS, POSPONIENDO LA ELECCIÓN ORDENADA EN LA RESOLUCIÓN 22- 2020, EL 13 DE FEBRERO DE 2020, CONSERVANDO LOS ARCHIVOS DE CANDIDATOS, Y REVOCANDO RESOLUCIONES DE CONFLICTOS, ESTABLECIENDO PROCEDIMIENTOS PARA LA ELECCIÓN POSTERGADA; Y PROPORCIONANDO UNA FECHA EFECTIVA.

POR CUANTO, la Ciudad de Abilene es un Municipio Autónomo ubicado en el Condado de Taylor, Texas, que opera de conformidad con el Código de Gobierno Local de Texas y la legislación habilitante del Estado de Texas; y

POR CUANTO, el Concejo Municipal de la Ciudad de Abilene aprobó previamente la Resolución 22-2020, ordenando que las Elecciones Generales se celebren el 2 de mayo de 2020, una fecha de elección uniforme según la Ley de Texas, con el propósito de elegir el Alcalde y el Lugar de los Miembros del Concejo Municipal 3 y 4; y

POR CUANTO, las elecciones en Texas deben realizarse en una fecha de elección uniforme según la ley estatal; y

POR CUANTO, el 13 de marzo de 2020, el Gobernador de Texas certificó que el nuevo coronavirus (COVID-19) representa una amenaza inminente de desastre y declaró un estado de desastre para todos los condados de Texas; y

POR CUANTO, el 18 de marzo de 2020, el Gobernador de Texas emitió una Proclamación para suspender varios estatutos para permitir que las subdivisiones políticas del Estado que de otro modo celebrarían elecciones el 2 de mayo de 2020, trasladen sus elecciones generales y especiales para 2020 al próximo uniforme fecha de elección, que ocurre el 3 de noviembre de 2020; y

POR CUANTO, el Secretario de Estado de Texas ha emitido, de conformidad con la Proclamación del 18 de marzo de 2020, el Asesor Electoral No. 2020-12, para proporcionar orientación a las subdivisiones políticas locales con respecto a los problemas planteados por la Proclamación; y

POR CUANTO, los funcionarios federales, estatales y locales han determinado que la propagación de COVID-19 se puede retrasar evitando reunir a las personas, y el Consejo de la Ciudad determina que la celebración de las elecciones generales podría causar un peligro físico de infección para los votantes, elecciones funcionarios y voluntarios electorales; y
POR CUANTO, debido a la crisis de salud pública, y para proteger la salud y la seguridad de los votantes, los funcionarios electorales y los voluntarios electorales, el Ayuntamiento desea ejercer la autoridad otorgada en la Proclamación del 18 de marzo de 2020 para posponer la elección convocada anteriormente para el 2 de mayo de 2020 al 3 de noviembre de 2020;

AHORA POR LO TANTO, SE RESUELVE Y ORDENE POR EL AYUNTAMIENTO DE LA CIUDAD DE ABILENE, TEXAS:

SECCIÓN 1
POSPONIMIENTO DE ELECCIONES

A) De conformidad con la autoridad otorgada en la Proclamación del 18 de marzo de 2020, la elección general ordenada para celebrarse el 2 de mayo de 2020 mediante la Resolución R2020-02-11 se aplaza hasta la fecha de la próxima elección uniforme y se ordena para dicha fecha. , 3 de noviembre de 2020, o una fecha anterior si el Secretario de Estado o Gobernador lo considera posible, según corresponda.
B) Las presentaciones de candidatos para las elecciones del 2 de mayo seguirán siendo válidas para las elecciones del 3 de noviembre, o una fecha anterior si es posible. Este aplazamiento no vuelve a abrir las presentaciones de candidatos para los 2 lugares del consejo o el alcalde.
C) Todos los asuntos y fechas relevantes para las elecciones del 3 de noviembre de 2020, o una fecha anterior si es posible, como los plazos de inscripción de votantes, las solicitudes de boletas por correo y las fechas para la votación anticipada serán las establecidas por la ley de Texas.
D) El Consejo, mediante una acción posterior, enmendará la Resolución 22-2020 para cumplir con la ley estatal con respecto a la ubicación de la votación anticipada, las fechas y las horas, y cualquier otro cambio causado por posponer esta elección al 3 de noviembre de 2020, o una fecha anterior, si es posible.

SECCIÓN 2
BOLETAS DE SOLICITUD POR CORREO PARA LAS ELECCIONES DEL 2 DE MAYO DE 2020

A) Todas las solicitudes de boletas por correo que se presentaron para la elección del 2 de mayo de 2020 y que se marcan anualmente siguen siendo válidas para la elección del 3 de noviembre de 2020 o una fecha anterior, si es posible.
B) Todas las solicitudes de un solo uso para las boletas por correo que se presentaron para la elección del 2 de mayo de 2020 por razones de edad o discapacidad siguen siendo válidas para la elección del 3 de noviembre de 2020 o una fecha anterior, si es posible.
C) Las solicitudes de un solo uso para boletas por correo enviadas para la elección del 2 de mayo de 2020 que indicaron que el motivo de la votación por correo se debió a la ausencia del condado no serán válidas para la elección del 3 de noviembre de 2020 o una fecha anterior, si es posible.

SECCION 3
SOLICITUD DE VOTACIONES POR CORREO PARA LAS ELECCIONES DEL 3 DE NOVIEMBRE DE 2020

Las solicitudes de votación anticipada por correo en el condado de Taylor se pueden entregar al secretario de votación anticipada, administrador de elecciones del condado de Taylor, 400 Oak Street, # 101, Abilene, Texas 79602 para recibirlas antes del cierre del negocio el 23 de octubre de 2020.

SECCIÓN 4
VOTACIÓN ANTICIPADA POR APARIENCIA PERSONAL
Para una elección celebrada el 3 de noviembre, la votación anticipada por comparecencia personal se llevará a cabo a partir del 19 de octubre de 2020 y continuará hasta el 30 de octubre de 2020. Los Administradores de Elecciones del Condado de Taylor determinarán los horarios y lugares exactos para la votación anticipada. con los Acuerdos electorales conjuntos y se reflejará en una futura revisión de la orden electoral original. Esto está sujeto a cambios si es posible una fecha de elección anterior.

SECCION 5
PLAZO PARA INSCRIBIRSE PARA VOTAR
Cualquier persona que desee votar en las elecciones del 3 de noviembre de 2020 debe registrarse para votar antes del 5 de octubre de 2020.

SECCION 6
DÍA DE ELECCIÓN
La votación se realizará entre las 7:00 a.m. y las 7:00 p.m. el martes 3 de noviembre de 2020, en los lugares de votación determinados por los Administradores Electorales del Condado de Taylor de acuerdo con los Acuerdos Electorales Conjuntos y se reflejará en una futura revisión de la orden electoral original.

SECCION 7
LEY APLICABLE Y VOTANTES CALIFICADOS
La elección se llevará a cabo de conformidad con la Constitución del Estado de Texas y el Código, y todos los votantes calificados residentes de la Ciudad serán elegibles para votar en la elección.
SECCIÓN 8
PUBLICACIÓN Y PUBLICACIÓN DE AVISO DE ELECCIÓN POSPONIDA
El aviso de aplazamiento de las elecciones hasta el 3 de noviembre de 2020 se publicará en el sitio web de la Ciudad, se entregará a las organizaciones de medios locales y se entregará a los Administradores de Elecciones del Condado de Taylor

SECCION 9
ACCIONES NECESARIAS
El Alcalde y el Secretario de la Ciudad, en consulta con el Abogado de la Ciudad, quedan autorizados y ordenados a tomar todas y cada una de las acciones necesarias para cumplir con las disposiciones del Código al llevar a cabo y realizar la elección, ya sea expresamente autorizada o no en este documento.

SECCION 10
CLÁUSULA DE CONFLICTO
Esta Resolución será acumulativa de todas las disposiciones de la Ciudad de Abilene, Texas, excepto cuando las disposiciones de esta Resolución entren en conflicto directo con las disposiciones de otras Resoluciones, en cuyo caso se derogan las disposiciones en conflicto de las otras ordenanzas.

SECCION 11
CLÁUSULA DE SEPARABILIDAD
Por la presente se declara que la intención del Concejo Municipal es que las frases, cláusulas, oraciones, párrafos y secciones de esta ordenanza sean separables, y si una frase, cláusula, oración, párrafo o sección de esta ordenanza se declarará inconstitucional por la sentencia o decreto válido de un tribunal de jurisdicción competente, tal inconstitucionalidad no afectará las frases, cláusulas, oraciones, párrafos y secciones restantes de esta ordenanza, ya que la misma habría sido promulgada por el Ayuntamiento sin la incorporación en este ordenanza de la frase, cláusula, oración, párrafo o sección inconstitucional.

SECCION 12
CLÁUSULA DE AHORRO
Todos los derechos y recursos de la Ciudad de Abilene se guardan expresamente en cuanto a todas y cada una de las violaciones de las disposiciones de las ordenanzas que se hayan acumulado a partir de la fecha de vigencia de esta ordenanza; y, en cuanto a tales violaciones acumuladas y todos los litigios pendientes, tanto civiles como penales, ya sea pendientes en la corte o no, bajo tales ordenanzas, las mismas no se verán afectadas por esta ordenanza, pero pueden ser procesadas hasta la disposición final de los tribunales.

SECCION 13
REQUISITOS DE AVISO
El Secretario de la Ciudad de la Ciudad de Abilene publicará un aviso en su sitio web de este cambio a la fecha de elección, notificará a los medios locales de este cambio a la fecha de elección, notificará al Oficial de Elecciones del Condado de este cambio a la fecha de elección, y notificará al Secretario de Estado de Texas de este cambio en la fecha de las elecciones.

ADOPTADO este 9 de abril de 2020.

DA FE:

Secretaria de la Ciudad

Alcade

APROBADO:

Abogado de la Ciudad

Resolution:
Ordering a General Election for November 3, 2020

General Election Order

- Election Day: Tuesday, November 3, 2020
- Ballot: Mayor & City Council Places 3 and 4
- Contract: Taylor County and Jones County for the administration of elections
- Locations: Countywide Vote Centers through contractual agreement with Taylor County and Jones County
- Cost: None; only the contracts
- Early Voting: Monday, October 19, 2020 through Friday, October 30, 2020
- Election Day Voting: Tuesday, November 3, 2020
- Canvass scheduled for Monday, November 16, 2020 at 8:30 a.m. (Special Mtg.)
- Runoff Election, if needed: Saturday, December 12, 2020

Questions?

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **5. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Jones County for a General Election to be Held on Tuesday, November 3, 2020 *(Shawna Atkinson)***

GENERAL INFORMATION

Subchapter D of Chapter 31 of the Texas Election Code provides the City may contract with the County Elections Administrator for certain election services. Chapter 271 of the Texas Election Code provides that the City may enter into an agreement with other jurisdictions that may be conducting elections on the same day in election precincts that can be served by common polling places. The City of Abilene, Jones County, and other Jones County political jurisdictions will conduct elections on Tuesday, November 3, 2020. This action authorizes the City to hold the election jointly with jurisdictions that share common polling places and contract with the Jones County Elections Department for election services, including the selection, training and compensation of precinct election judges.

On February 13, 2020, City Council authorized a General Election for Saturday, May 2, 2020, for the purpose of electing members to the City Council for Place 3 (at-large), Place 4 (at-large) and Mayor (at-large), and on April 9, 2020, City Council authorized the postponement of that election to November 3, 2020, due to the COVID-19 pandemic.

At this time, there is only a cost estimate from Jones County Clerk, who will serve as the Jones County Election Administrator, who performs a post-election audit of the actual expenses incurred to conduct the election(s). The City will receive the invoice for payment after the audit is finalized.

SPECIAL CONSIDERATIONS

This contract does not include a runoff election, should there be a need for one.

FUNDING/FISCAL IMPACT

Overall estimated cost of the November 3, 2020, General Election for Jones County is $1,940. The total number of participants is unknown at this time.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution authorizing the joint election agreement and contract for election services with Jones County.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution - Contract with Jones County - Mayor & Place 3 and 4
2. Jones Co - Notice of Joint General Election 2020
3. Contract with Jones County for Election Administration
4. Elections Contract with Jones County

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH JONES COUNTY FOR A GENERAL ELECTION TO BE HELD TUESDAY, NOVEMBER 3, 2020.

WHEREAS, the City Council ordered a general election to be held Saturday, May 2, 2020, that was then postponed until November 3, 2020, due to the COVID-19 pandemic; and

WHEREAS, the general election is for the purpose of electing members to Mayor and City Council Places 3 and 4; and

WHEREAS, the City of Abilene normally holds elections in May and contracts with Taylor County only. Election laws for the November uniform election date differ from laws for the May uniform election date, in which the City of Abilene is required to use polling locations designated by the county; and

WHEREAS, the City of Abilene is unique because the jurisdiction of the City falls in both Taylor and Jones counties, during the November election the City will have to utilize the polling locations designated by Taylor County for Taylor County voters and Jones County for Jones County voters ; and

WHEREAS, Jones County has been approved by the Secretary of State to utilize countywide polling places, which serves as a further convenience to City of Abilene qualified voters to vote at any of the authorized locations for both election day and early voting; and

WHEREAS, Jones County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code and may employ other personnel necessary for the proper administration of the election; and

WHEREAS, Jones County may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary pursuant to Section 83.052 of the Texas Election Code for the proper administration of the election; and

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

That the City Manager is hereby authorized to enter into a Joint Election Agreement and Contract for Election Services with Jones County, approved as to form by the City Attorney, for a general election to be held Tuesday, November 3, 2020, to be administered by the Jones County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code.

That the contract will provide that the Elections Administrator is to perform or supervise the performance of any or all of the corresponding duties and functions for the election as required under the terms of the Joint Election Agreement and Contract for Election Services.

The term of the agreement shall begin on August 1, 2020, and will continue in full force and effect until November 4, 2020. If there should be a runoff election for the City of Abilene, then Abilene would be responsible for that election on their own.

That this Resolution shall take effect immediately from and after its passage, as indicated below.

ADOPTED by the City Council of the City of Abilene on the 23rd day of July, 2020

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

NOTICE OF GENERAL ELECTION – NOVEMBER 3, 2020
AVISO DE ELECCIONES GENERALES- 3 DE NOVIEMBRE DE 2020

To the registered voters of the County of Jones, Texas:
A los votantes registrados del Condado de Jones, Texas:

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., November 3, 2020, for voting in a general election to elect Members of Congress, Members of Legislature, and state, district and precinct officers.
Se notifica por el presente que los lugares de votacion indicados abajo estaran abiertos desde las 7 de la manana hasta las 7 de la tarde el 3 de noviembre 2020 para votar en la Elección General para elegir Miembros del Congreso, Miembros de la Legislatura, y oficiales del estado, distrito, condado y del precinto.

On Election Day, a voter may vote at any of the locations listed below.
El Día de Elección, los votantes podrán votar en cualquiera de las ubicaciones nombradas abajo.

HAMLIN HIGH SCHOOL GYM FOYER
650 SW 5th Street
Hamlin, Texas 79520

STAMFORD HIGH SCHOOL AUDITORIUM
507 South Orient
Stamford, Texas 79553

LUEDERS CITY HALL
201 East Main
Lueders, Texas 79553

FT PHANTOM BAPTIST CHURCH FELLOWSHIP HALL
11343 FM 600
Abilene, Texas 79601

HAWLEY CHURCH OF CHRIST FELLOWSHIP HALL
410 4th Street,
Hawley, Texas 79525

HODGES BAPTIST CHURCH FELLOWSHIP HALL
13933 CR 495
Hawley, Texas 79525

ANSON CHURCH OF CHRIST FELLOWSHIP HALL
1400 Commercial Avenue
Anson, Texas 79501

Early Voting by personal appearance will be conducted each weekday at the Jones County Courthouse between the hours of 8 a.m. and 5 p.m. beginning on October 19, 2020 and ending on October 30, 2020. On Tuesday, October 20th and October 27th, early voting hours will be from 7 AM to 7 PM.

Votación adelantada en persona se llevará a cabo cada día de la semana en el primer piso en el Juzgado del Condado de Jones entre el horario de 8:00 a 5:00 a partir del 19 de octubre de 2020 y terminará el 30 de octubre de 2020. El martes, 20 de octubre y 27 de octubre, primeras horas de votación será de 7:00 a 19:00.

Applications for ballot by mail shall be mailed to:
Aplicaciones para votar por correro deberan enviarse a:

Jones County Clerk
P.O. Box 552
Anson, Texas 79501

Applications for ballots by mail must be received no later than the close of business on: October 16, 2020
Aplicaciones para votar por correo deben ser recibidas no mas tardar el cierre de actividades: 16 de octubre de 2020

Issued this 14th day of September 2020
Emitida este dia 14 de septiembre 2020

_____
LeeAnn Jennings
Jones County Clerk

INTERLOCAL AGREEMENT BETWEEN JONES COUNTY AND THE CITY OF ABILENE

THE STATE OF TEXAS §
§
THE COUNTY OF JONES §

This Agreement, made and entered into by and between the City of Abilene (hereinafter "Abilene") a political subdivision under the laws of the State of Texas, and Jones County, a body corporate and politic under the laws of the State of Texas, hereinafter called the "County," as follows:

WITNESSETH:

WHEREAS, Abilene is located in Jones County, Texas, and ordered an election for May 2, 2020; and

WHEREAS, on March 18, 2020, Governor Abbott issued a proclamation suspending Sections 41.0052(a) and (b) of the Texas Election Code to allow political subdivisions that would otherwise hold elections on May 2, 2020, to move their general and special elections for 2020 to the next uniform election date occurring on November 3, 2020; and

WHEREAS, Abilene chose to move the May 2, 2020 election to the November 3, 2020 election date in accordance with the Governor's proclamation; and

WHEREAS, Abilene and the County find that it would be in the best interests of the citizens living within the boundaries of Abilene and the County to enter into an Interlocal Agreement to cooperate in the holding of a joint election pursuant to Chapter 271 of the Texas Election Code Ann. (Vernon Supp. 2019);

NOW, THEREFORE, in consideration of the mutual promises, benefits and covenants contained herein, Abilene and the County agree as follows:

I.

The County, acting by and through its County Clerk, (hereinafter "County Clerk"), agrees to provide services in the form of electronic ballots, election judges, and election clerks for the election to be had on November 3, 2020, including all early voting for said election. Abilene agrees to provide the services and pay for the expenses set out below.

II.

Abilene agrees that it will be responsible for each of the items on their ballot and shall bear their own expense for getting their ballot ready and submitted in both English and Spanish to the County Clerk. Abilene understands the County Clerk is not responsible to provide legal advice or offer opinions to laws related to the preparation of the ballot for Abilene.

III.

Abilene agrees that it will be responsible for ordering its own election as well as publish notice of such election as required by law. Upon the completion of the election Abilene will take responsibility for canvassing and reporting the returns of its portion of said election.

All parties agree as follows:

a. On **November 3, 2020**, the day of the election, the polling places shall be the same location as the polling places of the County. Such polling places shall be determined by the County Clerk prior to **October 1, 2020**.

b. Ballot by mail applications should be mailed to the Jones County Clerk; P.O. Box 552, Anson, Texas 79501. Abilene shall pay a pro-rata share, to be determined by the County Clerk, of all amounts owed for the postage associated to the mailing of each ballot mailed where voters may vote in the Abilene election.

c. During early voting there shall be an early voting polling place located at the Jones County Courthouse; 100 Courthouse Square, Anson, Texas 79501.

d. The hours of the early voting polling place shall be from 8:00 a.m. to 5:00 p.m. except there shall be early voting from 7:00 a.m. to 7:00 p.m. for 2 days during the early voting period as determined by the County Clerk.

e. All expenses owed to ES&S for the programming of electronic ballots for this election shall be borne by Abilene based upon programming usage.

f. Abilene shall pay its pro-rata share, to be determined by the County Clerk, of all amounts owed for election judges and election workers that work during Early Voting.

g. Abilene shall pay a pro-rata share, to be determined by the County Clerk, of all amounts owed for election judges and election workers that work on Election Day for the election in polling places where voters may vote in the Abilene election and County and statewide elections.

h. Abilene shall also pay an additional 10% election service fee as set out in Section 31.100 of the Texas Election Code. (Vernon Supp. 2019)

i. Said amounts shall be billed by the County Clerk to Abilene and such bill shall be paid by Abilene within 30 days of receiving the bill.

This Agreement shall in no way affect or diminish the rights of the County to continue to hold its own election should the other parties fail to meet their responsibilities of this agreement.

IV.

Abilene agrees to indemnify and hold harmless the County and to be responsible for any and all acts that result from the County providing the Services to Abilene under this agreement.

V.

The term of this Agreement shall begin on August 1, 2020, and continue in full force and effect until November 4, 2020. If there should be a runoff election for Abilene, then Abilene would be responsible for that election on their own.

VI.

(a) Any notice permitted or required to the parties may be given by hand delivery or by first class United States Mail addressed to:

JONES COUNTY CLERK
P.O. Box 552, Anson, Texas 79501

CITY OF ABILENE
555 Walnut Street, Suite 203, Abilene, Texas 795601

VII.

This Agreement shall not become effective against each respective party until it is signed by each and approved by the Commissioners Court and the Board of each respective party in Open Meeting after such item was duly posted according to law, by signing below the word "Approved" below the signature lines for the City of Abilene and the County. **Either party may terminate this agreement with 30 days written notice.**

Approved by the Jones County Commissioner's Court on this the 27th day of April, 2020.

APPROVED AS TO FORM:

By:_____
CHAD COWAN
County Attorney

JONES COUNTY

By:_____
DALE SPURGIN
County Judge

Approved by the City of Abilene, on this the _____ day of _____, 2020.

CITY OF ABILENE

By:_____
MAYOR

ATTEST:

By:_____
CITY SECRETARY

Resolution:
Elections Contract with Jones County

Elections Contract

- Contract: Jones County for the administration of elections
- Term: General Election (does not include runoff)
- Services: General Election (Mayor & City Council Places 3 and 4)
- Locations: Countywide Polling Locations
- Cost: Estimated at $1,940 (total number of participants unknown)

Questions?

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

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

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **6. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Joint Election Agreement and Contract for Election Services with Taylor County for a General Election to be Held on Tuesday, November 3, 2020 *(Shawna Atkinson)***

GENERAL INFORMATION

Subchapter D of Chapter 31 of the Texas Election Code provides the City may contract with the County Elections Administrator for certain election services. Chapter 271 of the Texas Election Code provides that the City may enter into an agreement with other jurisdictions that may be conducting elections on the same day in election precincts that can be served by common polling places. The City of Abilene, Taylor County, and other Taylor County political jurisdictions will conduct elections on Tuesday, November 3, 2020. This action authorizes the City to hold the election jointly with jurisdictions that share common polling places and contract with the Taylor County Elections Department for election services, including the selection, training and compensation of precinct election judges.

On February 13, 2020, City Council authorized a General Election for Saturday, May 2, 2020, for the purpose of electing members to the City Council for Place 3 (at-large), Place 4 (at-large) and Mayor (at-large), and on April 9, 2020, City Council authorized the postponement of that election to November 3, 2020, due to the COVID-19 pandemic.

At this time, there is only a cost estimate from Taylor County Election Administrator, who performs a post-election audit of the actual expenses incurred to conduct the election(s). The City will receive the invoice for payment after the audit is finalized.

SPECIAL CONSIDERATIONS

The Early Voting Schedule and Election Day Vote Center Locations are forthcoming. Because of the requirement for social distancing, Taylor County is looking to relocate some of their locations in order to comply.

FUNDING/FISCAL IMPACT

Overall estimated cost of the November 3, 2020, General Election for Taylor County is $78,472.83. The total number of participants is unknown at this time.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution authorizing the joint election agreement and contract for election services with Taylor County.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Resolution - Contract with Taylor County - Mayor & Place 3 and 4
2. Joint Election Agreement_Contract_CAB
3. ESTIMATED COST_CityAbilene_Attachment C
4. Elections Contract with Taylor County

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH TAYLOR COUNTY FOR A GENERAL ELECTION TO BE HELD TUESDAY, NOVEMBER 3, 2020.

WHEREAS, the City Council ordered a general election to be held Saturday, May 2, 2020, that was then postponed until November 3, 2020, due to the COVID-19 pandemic; and

WHEREAS, the general election is for the purpose of electing members to Mayor and City Council Places 3 and 4; and

WHEREAS, the City of Abilene normally holds elections in May and contracts with Taylor County only. Election laws for the November uniform election date differ from laws for the May uniform election date, in which the City of Abilene is required to use polling locations designated by the county; and

WHEREAS, the City of Abilene is unique because the jurisdiction of the City falls in both Taylor and Jones counties, during the November election the City will have to utilize the polling locations designated by Taylor County for Taylor County voters and Jones County for Jones County voters ; and

WHEREAS, Taylor County has been approved by the Secretary of State to utilize countywide polling places, which serves as a further convenience to City of Abilene qualified voters to vote at any of the authorized locations for both election day and early voting; and

WHEREAS, Taylor County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code and may employ other personnel necessary for the proper administration of the election; and

WHEREAS, Taylor County may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary pursuant to Section 83.052 of the Texas Election Code for the proper administration of the election; and

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

That the City Manager is hereby authorized to enter into a Joint Election Agreement and Contract for Election Services with Taylor County, approved as to form by the City Attorney, for a general election to be held Tuesday, November 3, 2020, to be administered by the Jones County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code.

That the contract will provide that the Elections Administrator is to perform or supervise the performance of any or all of the corresponding duties and functions for the election as required under the terms of the Joint Election Agreement and Contract for Election Services.

That this Resolution shall take effect immediately from and after its passage, as indicated below.

ADOPTED by the City Council of the City of Abilene on the 23rd day of July, 2020.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

THE STATE OF TEXAS
COUNTY OF TAYLOR

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS JOINT AGREEMENT AND CONTRACT FOR ELECTIONS SERVICES is made by and between Taylor County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" , acting by and through Freda Ragan, Taylor County Elections Administrator, hereinafter referred to as "Elections Administrator, and the City of Abilene, hereinafter referred to as "Political Subdivision."

This joint election agreement and contract for election services ("Agreement") is made pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint **November 3, 2020** election to be administered by Freda Ragan, Taylor County Elections Administrator, hereinafter referred to as "Elections Administrator."

RECITALS

WHEREAS, The City of Abilene is holding a General Election on November 3, 2020 for the purpose of electing Municipal Officers.

WHEREAS, The County owns an electronic voting system, the Hart Intercivic Verity Touch Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities, set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Taylor County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay the Taylor County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Taylor County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Taylor County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Taylor County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English.

III. VOTING LOCATIONS

Taylor County has adopted a countywide polling place program. Voters from Political Subdivisions participating in this Joint Election may cast a ballot at any polling location open for this election. The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. The Elections Administrator intends, if possible, to arrange for the use of five (5) early voting locations and twenty-two (22) Election Day voting Locations. The Elections Administrator shall notify the Political Subdivision of the voting locations and any necessary changes to the locations.

If polling places for the November 3, 2020 joint election are different from the polling place(s) used by Taylor County in its most recent election, the Elections Administrator agrees to post a notice no later than Friday, October 23, 2020 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the polling place names and addresses in effect for the November 3, 2020 election.

The parties agree and acknowledge that early and Election Day polling locations, as well as dates and times for voting, are subject to change, if a change must be made to comply with social distancing, health, or safety requirements or restrictions, or any other requirement or restriction, established by a Governor's Executive Order of local emergency declaration or order.

IV. ELECTION JUDGES, CLERKS, AND OTHER PERSONNEL

Taylor County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall recruit polling place officials who are bilingual (fluent in both English and Spanish). The Elections Administrator shall make emergency appointments of election officials if necessary.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the person of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Taylor County pursuant to Texas Election Code Section 32.091. Judges and Clerks will be compensated for actual time working at a polling place and time spent attending any training classes required to successfully conduct the election. The election judge will receive an additional sum of $25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Taylor County.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot. Candidate names will be listed on the official ballot in the order determined by the ballot drawing. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Elections Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Taylor County pursuant to Section 83.052 of the Texas Election Code.

The Elections Administrator intends, if possible, to arrange for the use of five (5) early voting locations. The Elections Administrator shall notify the Political Subdivision of the voting locations and any necessary changes to the locations. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by Political Subdivision shall be forwarded immediately by regular mail, email, fax or courier to the Elections Administrator for processing.

VII. EARLY VOTING BALLOT BOARD

An Early Voting Ballot Board shall be created to process early voting results from the Joint Election. The County Election Board shall appoint the Presiding Judge and members of the Early Voting Ballot Board. The County Election Board, with the assistance of the Elections Administrator, shall appoint two or more members to constitute the Early Voting Ballot Board.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager	Freda Ragan, Elections Administrator
Tabulation Supervisor	Traci Appleton, Deputy Elections Clerk
Presiding Judge	Vicki Adams

The Counting Station Manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested).

The Elections Administrator will prepare the unofficial canvass reports after all ballots have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State

IX. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

Any election held by Political Subdivision will be at the expense of the Political Subdivision. In the event of joint elections, it is agreed between all participating authorities to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number political subdivisions.

Any expenses incurred in the rental of polling place facilities shall be pro-rated among the participants to the Joint election agreement and contract for election services.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants to this joint election agreement and contract for election service.

Each participating political subdivision shall share the cost and reimburse Taylor County for the wages of Early Voting Election Clerks, Election Day Judges and Election Day Clerks employed and appointed to work at each location.

Each participating political subdivision shall share the cost and reimburse Taylor County for overtime wages at time and a half to the permanent employees of the Elections Administrator for contractual duties performed outside the normal business hours of Taylor County in accordance with Section 31.100(e) of the Texas Election Code.

Political Subdivision agrees to pay Taylor County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

Estimated cost of services is stated in **Attachment "A".**

XI. WITHDRAWAL FROM CONTRACT DUIE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 – 2.053 of the Texas Election Code. The Elections Administrator shall be entitled to receive an administrative fee of $75.00. The Elections Administrator shall submit an invoice for such fee within 15 days of the cancellation notice.

XII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the office of the Elections Administrator. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of Political Subdivision to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with Political Subdivision.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such even there may be an adjustment of the share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Taylor County Treasurer and the Taylor County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed challenging Political Subdivision's election, each party hereto shall defend its own actions, officials and employees. If it is determined that the actions of Political Subdivision resulted in legal action against Taylor County or the Taylor County Elections Administrator or any additional election personnel, then Political Subdivision shall provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary save and except in any instance whereby an unlawful or otherwise improper act or omission of the County, the Election Administrator or another participating authority in the election has precipitated such legal action.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

5. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations caused by or arising from any one or more events that are beyond its reasonable control, including, but not limited to, the following events: act of God; war; terrorism; riot; plague; epidemic; pandemic; outbreak of infectious disease or any other public health crisis or disaster; order or act of civil or military authority; or compliance with any law or governmental order, rule, regulation, or direction. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay.
6. Taylor County and Political Subdivision agree that under the Constitution and laws of the State of Texas, neither Taylor County nor the Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
7. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Taylor County, Texas.
8. In the event one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
9. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
10. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
11. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XV. FINAL OBLIGATION AND PAYMENT

Political Subdivision agrees it is obligated to pay to Taylor County all of the Political Subdivision's joint election charges, fees, expenses, and costs as set forth under the terms of this Contract, with the exact amount of the Political Subdivision's financial obligation under the terms of this Contract to be timely calculated after the joint election.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

XVI. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

(1) It has on the _____day of _____, 2020 been executed by the Taylor County Elections Administrator pursuant to the Texas Election Code so authorizing;

(2) It has on the _____day of _____, 2020 been executed on behalf of the City of Abilene pursuant to an action of the City of Abilene so authorizing;

ACCEPTED AND AGREED TO BY TAYLOR COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

_____
Freda Ragan
Elections Administrator

ACCEPTED AND AGREED TO BY THE CITY OF ABILENE:

APPROVED:

_____
Robert Hanna, City Manager

ATTESTED:

_____
Shawna Atkinson, City Secretary

APPROVED:

_____
City Attorney

ESTIMATED COST
City of Abilene General Election
Tuesday, November 3, 2020

EQUIPMENT				
Early Voting				
Controllers / Touch / Touch Access @ $186.00 each	$	7,382.00		
Election Day				
Controllers / Touch / Touch Access @ $186.00 each	$	68,956.00		
Transportation of Equipment	$	2,450.00	**$**	**78,788.00**
(includes delivery and pickup_ Election Day)				
LEGAL				
Internal L&A Testing		No Charge		
Notice of Public L&A Testing	$	350.00	**$**	**350.00**
MISCELLANEOUS SERVICES				
Election Kits for Judges @ $45.00 each				
Early Voting	$	300.00		
Election Day	$	1,380.00		
Internet Connectivity @ Polling Locations @ $35.00 each				
Early Voting	$	65.00		
Election Day	$	145.00		
Polling Place Rental Fee - Election Day - 1 Location	$	100.00	**$**	**1,990.00**
PERSONNEL				
Early Voting Ballot Board	$	4,800.00		
Central Counting Station	$	860.00		
Early Voting	$	41,040.00		
Election Day	$	47,135.00		
County Employee Overtime	$	4,000.00	**$**	**97,835.00**
TOTAL ESTIMATED COST - November 3, 2020			**$**	**178,963.00**

CITY OF ABILENE COST

City portion of November 2020 = 0.38%	$	68,005.94
Mail Ballot Packets and Postage	$	3,333.00
2,500 @ $4.00 ea *(split with County/Wylie ISD)*		
Sub Total	**$**	**71,338.94**
10% Administrative Fee (minimum $75.00)	$	7,133.89
TOTAL ESTIMATED COST	**$**	**78,472.83**

Resolution:
Elections Contract with Taylor County

CITY OF ABILENE TEXAS

Elections Contract

- Contract: Taylor County for the administration of elections
- Term: General Election, and Runoff if any
- Services: General Election (Mayor & City Council Places 3 and 4)
- Locations: Countywide Polling Locations
- Cost: Estimated at $78,472.83 (total number of participants unknown)

Cost Estimate

EQUIPMENT				
Early Voting				
Controllers / Touch / Touch Access @ $186.00 each	$	7,382.00		
Election Day				
Controllers / Touch / Touch Access @ $186.00 each	$	68,956.00		
Transportation of Equipment	$	2,450.00	$	78,788.00
(includes delivery and pickup_ Election Day)				
LEGAL				
Internal L&A Testing		No Charge		
Notice of Public L&A Testing	$	350.00	$	350.00
MISCELLANEOUS SERVICES				
Election Kits for Judges @ $45.00 each				
Early Voting	$	300.00		
Election Day	$	1,380.00		
Internet Connectivity @ Polling Locations @ $35.00 each				
Early Voting	$	65.00		
Election Day	$	145.00		
Polling Place Rental Fee - Election Day - 1 Location	$	100.00	$	1,990.00

Cost Estimate, Continued

PERSONNEL

Early Voting Ballot Board	$	4,800.00		
Central Counting Station	$	860.00		
Early Voting	$	41,040.00		
Election Day	$	47,135.00		
County Employee Overtime	$	4,000.00	$	97,835.00
TOTAL ESTIMATED COST - November 3, 2020			$	178,963.00

CITY OF ABILENE COST

City portion of November 2020 = 0.38%	$	68,005.94
Mail Ballot Packets and Postage	$	3,333.00
2,500 @ $4.00 ea *(split with County/Wylie ISD)*		
Sub Total	$	71,338.94
10% Administrative Fee (minimum $75.00)	$	7,133.89
TOTAL ESTIMATED COST	$	78,472.83

Questions?

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

TO: **Honorable Mayor and City Council Members**

FROM: **Robert Hanna, City Manager**

SUBJECT: **7. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action to Authorize a Revised Economic Development Agreement with Silverthorne Properties Regarding 1162 North 2nd *(Robert Hanna)***

GENERAL INFORMATION

On November 7, 2019, the City Council authorized the City Manager to execute an Economic Development Agreement with Silverthorne Properties for the development of 1166 North 2nd Street in downtown Abilene. The approved Economic Development Agreement provided that the City would grant the Developer the sum of $25,000 upon the Developer's expenditure of at least $115,000 for asbestos abatement and facade improvements to the property. The sum of $115,000 was an estimated cost for the construction of the improvements.

The actual costs for the improvements is less than the previous estimate, and request is made to revise the Economic Development Agreement to provide the same grant of $25,000 upon the Developer's expenditure of at least $50,000 for asbetos abatement and facade improvements to the property.

SPECIAL CONSIDERATIONS

The effective date of the revised Economic Development Agreement will be May 19, 2020.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval of the revised Economic Development Agreement.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution Approve REVISED Eco Dev Agmt Amendment with Silverthorne Properties 1166 N 2nd
2. Revised Economic Development Agreement Silverthorne Properties eff 051920
3. 238-2019 - Authorizing the City Manager to Execute an Economic Development Agreement with Silverthorne Properties
4. Presentation on Silverthorn Properties - 1162 N 2nd

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A REVISED ECONOMIC DEVELOPMENT AGREEMENT WITH SILVERTHORNE PROPERTIES

WHEREAS, on November 7, 2019, the City Council authorized the City Manager to execute an Economic Development Agreement with Silverthorne, via passage of Resolution No. 238-2019; and

WHEREAS, the Developer and the City have not yet executed the Economic Development Agreement as authorized by the City Council on November 7, 2019; and

WHEREAS, the actual costs to complete the required improvements are less than previously estimated; and

WHEREAS, Silverthorne Properties has acquired fee simple ownership of 1166 N. 2nd Street, Abilene, Taylor County, Texas, located in downtown Abilene (the "Property"); and

WHEREAS, Silverthorne Properties desires to develop the Property, being approximately 11,200 square feet of mixed use development (the "Development"); and

WHEREAS, the governing body of the City of Abilene adopted Resolution 49-216 creating an Economic Development Program authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City desires to enter into an Economic Development Agreement with Silverthorne Properties in order to implement the 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, the City shall pay to Silverthorne Properties, as an economic incentive, the lump sum payment (the "Payment") in the amount of Twenty Five Thousand and no/100 dollars ($25,000) upon (1) Silverthorne Properties' completion of abatement of asbestos and façade improvements identified and listed in the Agreement, and (2) the issuance of a Certificate of Occupancy by the City and submittal of receipts showing a total expenditure by Silverthorne Properties of at least Fifty Thousand and no/100 dollars ($50,000) for the 1166 N. 2nd Street development; and

WHEREAS, the City has determined that making an economic development payment to Silverthorne Properties in accordance with the Agreement will further the objectives of the City, will benefit the City and the City's inhabitants, will increase the quality of life of the City, will

foster and promote additional economic development and will protect and safeguard the public health, safety and welfare of its resident; and

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

WHEREAS, the City hereby finds that this revised Agreement embodies and 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 interest of the City.

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

Part 1: The City Council authorizes the City Manager to execute a revised Economic Development Agreement with Silverthorne Properties, which addresses the decreased costs of the improvements.

Part 2: That is Resolution takes effect immediately upon its adoption.

ADOPTED THIS 23rd DAY OF JULY, 2020.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Anthony Williams, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ABILENE AND SILVERTHORNE PROPERTIES

This Economic Development Agreement ("Agreement") is effective as of the 19th day of May, 2020 ("Effective Date"), by and between Silverthorne Properties, ("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 1166 N 2nd Street, Abilene, Taylor County, Texas, located in downtown Abilene, and being further described in Exhibit "A" (the "Project Area"); and

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

WHEREAS, the City desires to enter into this Agreement with the Developer in order to implement the 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, the Developer desires to develop approximately 11,200 square feet of mixed use development (the "Development"), and more particularly described on **Exhibit A – Project Area**, which is attached and incorporated herein as part of this Agreement (the "Property"); 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 to 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. **Company** means any use that generates municipal tax revenue, physically located in the Project Area, and open to the general public for the purpose of business office, or retail purposes..

2.02. **Certificate of Occupancy** means the final, unconditional certificate of occupancy issued by the City to a Company.

2.03. **Opening Date** means the day that a Company has completed construction, the City has issued a Certificate of Occupancy, and the Company is open for business to the general public.

2.04. **Program** means the economic development program identified in Article IV herein and established by the City pursuant to this Agreement.

2.05. **Developer** means Silverthorne Properties, 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) one year from the Opening Date of the first Company (**"Term"**).

IV. ECONOMIC DEVELOPMENT PROGRAM

4.01 The City shall pay to the Developer one lump sum payment (the "Payment") in the amount of Twenty Five Thousand and no/100 dollars ($25,000) upon (1) the Developer's completion of abatement of asbestos and façade improvements identified and listed on **Exhibit B – Improvements,** and (2) the issuance of a Certificate of Occupancy by the City

and submittal of receipts showing a total expenditure by Developer of at least $50,000 for the 1166 N 2nd Street development.

V. DEVELOPER'S OBLIGATIONS AND DUTIES

5.01 The Developer shall perform, or cause to be performed, the construction of the improvements set forth in **Exhibit B – "Improvements"** on or before the expiration of this agreement.

5.02 The Developer shall obtain a certificate of occupancy from the city on or before the expiration of this agreement.

5.03 The Developer shall submit receipts showing expenditures of at least Fifty Thousand and no/100 dollars ($50,000) towards the "Improvement" on or before the expiration of this agreement.

5.04 The Developer shall construct, at its expense, the improvements identified on **Exhibit B – "Improvements"** in accordance with all applicable laws and regulations.

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, NEGLECT 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. SIGNATUE PAGE FOLLOWS.]

AGREED AND EXECUTED:

DEVELOPER

SILVERTHORNE PROPERTIES
310 N Willis, Suite 200
Abilene, TX 79603

By: _____

Name: Nathen Hathorn

Its: managing member

CITY OF ABILENE

Robert Hanna

Robert Hanna, City Manager

ATTEST:

~~Shawna Atkinson~~, City Secretary
Deputy

APPROVED AS TO FORM:

_____

Stanley Smith, City Attorney

STATE OF TEXAS)
) ACKNOWLEDGEMENT
COUNTY OF Taylor)

This instrument was acknowledged before me on the 19th day of May, 2019, by Nathan Hathorn, in his or her capacity as managing member of SILVERTHORNE PROPERTIES.

Meaghan Dietz
Notary Public in and for
the State of Texas

MEAGHANN DIETZ
Notary Public, State of Texas
Notary ID #12849803-5
My Commission Expires
January 10, 2021

STATE OF TEXAS)
) ACKNOWLEDGEMENT
COUNTY OF TAYLOR)

This instrument was acknowledged before me on the _____ day of _____, 2019, by Robert Hanna, in his capacity as City Manager of the City of Abilene, a Texas home-rule municipality, on behalf of said municipality.

_____
Notary Public in and for
the State of Texas

Exhibit A – Project Area

OT ABILENE TIF #1, BLOCK 9, LOT E80 OF LTS 7-8-9

Exhibit B – "Improvements"

The attached invoices shall serve as the improvements required to be completed.

AML Environmental LP
PO Box 3556
Abilene, TX 79604
3256775033
aml_office@sbcglobal.net
www.aml1.biz

INVOICE

BILL TO
Nathan Hathorn
Silverthorne Properties
310 N. Willis Suite 200
Abilene, TX 79603

SHIP TO
Nathan Hathorn
Silverthorne Properties
310 N. Willis Suite 200
Abilene, TX 79603

INVOICE # 19A133
DATE 11/06/2019
DUE DATE 12/06/2019
TERMS 2% 10 Net 30

TRACKING NO.	P.O. NUMBER	SALES REP
1166 N 2nd	3 suites	Andy Ward

DATE	DESCRIPTION	QTY	RATE	AMOUNT
11/06/2019	**Asbestos Abatement** Removed asbestos containing materials to allow for remodel of the property	1	21,700.00	21,700.00

Thank you for the business.

BALANCE DUE **$21,700.00**

JAR Land & Construction
1583 south first
abilene, TX 79602 US
(325) 665-3469
brent.jarconstruction@gmail.com

LAND & CONSTRUCTION

INVOICE

BILL TO

Nathan Hathorne

310 N Willis
Abilene, TX 79603
United States

INVOICE # 1055
DATE 03/07/2020
DUE DATE 04/06/2020
TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/06/2020	3720 - Plumbing—rough	Phase 1 of plumbing rough in for the leaf	1	5,737.25	5,737.25T
	Saw Cutting	saw cutting and jack hammering hired maverick to do interior cuts for straight clean lines exterior jar cut, price includes haul off and dump fees for concrete	1	2,675.00	2,675.00T
	framing	framing and sheet rock of fire wall	1	2,800.00	2,800.00T
	General Contractors Fee	10% of sub total no tax on this line item	1	1,121.25	1,121.25

harper building 1166 N2nd

SUBTOTAL	12,333.50
TAX	925.01
TOTAL	13,258.51
BALANCE DUE	**$13,258.51**

JAR Land & Construction
1583 south first
abilene, TX 79602 US
(325) 665-3469
brent.jarconstruction@gmail.com

LAND & CONSTRUCTION

INVOICE

BILL TO

Nathan Hathorne
Soda District Warehouse, LLC
310 N Willis
Abilene, TX 79603
United States

INVOICE # 1037
DATE 01/02/2020
DUE DATE 02/01/2020
TERMS Net 30

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/05/2019	1300 - Demolition	interior demo for N2nd	1	9,750.00	9,750.00
12/13/2019	1300 - Demolition	exterior demo	1	6,160.00	6,160.00
12/13/2019	MATERIAL		1	473.98	473.98T

N2nd demo interior and exterior

and board up material

SUBTOTAL	16,383.98
TAX	39.10
TOTAL	16,423.08
BALANCE DUE	**$16,423.08**

JAR Land & Construction
1583 south first
abilene, TX 79602 US
(325) 665-3469
brent.jarconstruction@gmail.com

LAND & CONSTRUCTION

INVOICE

BILL TO

Nathan Hathorne
310 N Willis
Abilene, TX 79603
United States

INVOICE # 1059
DATE 03/07/2020
DUE DATE 03/11/2020
TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/06/2020	5520 - Special flooring	2.25 per sqft 7600 tax included on 35%, price includes grinding and finish of new concrete in floor openings			17,594.00
	General Contractors Fee	10% of subtotal no tax	1	1,759.40	1,759.40

flooring at 1166 n2nd

BALANCE DUE **$19,353.40**

RESOLUTION NO. 238-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT WITH SILVERTHORNE PROPERTIES

WHEREAS, Silverthorne Properties has acquired fee simple ownership of 1166 N 2nd Street, Abilene, Taylor County, Texas, located in downtown Abilene (the "Property"); and

WHEREAS, Silverthorne Properties desires to develop the Property, being approximately 11,200 square feet of mixed use development (the "Development"); and

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

WHEREAS, the City desires to enter into an Economic Development Agreement with Silverthorne Properties in order to implement the 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, the City shall pay to Silverthorne Properties, as an economic incentive, the lump sum payment (the "Payment") in the amount of Twenty Five Thousand and no/100 dollars ($25,000) upon (1) Silverthorne Properties' completion of abatement of asbestos and façade improvements identified and listed in the Agreement, and (2) the issuance of a Certificate of Occupancy by the City and submittal of receipts showing a total expenditure by Silverthorne Properties of at least $115,000 for the 1166 N 2nd Street development; and

WHEREAS, the City has determined that making an economic development payment to Silverthorne Properties in accordance with the Agreement will further the objectives of the City, will benefit the City and the City's inhabitants, will increase the quality of life of the City, will foster and promote additional economic development and will protect and safeguard the public health, safety and welfare of its residents; and

WHEREAS, it is anticipated that the development of the Property 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: The City Council authorizes the City Manager to execute an Economic Development Agreement with Silverthorne Properties for the development of 1166 North 2nd Street in downtown Abilene.

Part 2: That is Resolution takes effect immediately upon its adoption.

ADOPTED THIS 7TH DAY OF NOVEMBER, 2019.

ATTEST:

Shawna Atkinson, City Secretary

Anthony Williams, Mayor

APPROVED:

Stanley Smith, City Attorney

Revised Economic Development Agreement with Silverthorne Properties Regarding 1162 North 2nd

CITY OF ABILENE TEXAS

QUESTIONS?

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

TO: **Robert Hanna, City Manager**

FROM: **Mike Warrix, Director**

SUBJECT: **8. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on approving the 2020-2024 Consolidated Plan, FY 2020/2021 Action Plan, and proposed use of Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds *(Zack Rainbow)***

GENERAL INFORMATION

As an entitlement city receiving funds from the U.S. Department of Housing and Urban Development (HUD), the City of Abilene is required to submit a Consolidated Plan that strategically addresses the City's goals and objectives for housing and community development over the course of a five-year period. The City of Abilene is also required to submit a One-Year Action Plan outlining specific uses of Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds planned for the coming fiscal year. The Office of Neighborhood Services Advisory Council (ONSAC) was instrumental in the development of the goals, objectives and budget of the Consolidated Plan and provided input into the FY 2020/2021 Action Plan.

The summaries are attached. The full documents have been made available to Council through the City Secretary's Office and are available on the City website.

SPECIAL CONSIDERATIONS

A public hearing and 4 community neighborhood meetings were held to receive input on the FY

2020/2021 Action Plan and Consolidated Plan. The needs discussed were: housing, community services, economic development, community/public facilities, public improvements and homeless services. Invitees were service providers and nonprofits, the homeless network, disability services, 211 A Call for Help, agencies, religious organizations/churches and neighborhood associations and residents. Professionals from housing, insurance, real estate and lending were invited. All City directors and managers were invited along with all previous funding recipients. Discussion centered on the community needs that could be addressed with CDBG/HOME funds or alternative funds. Funding applications were accepted from May 15, 2020 - May 28, 2020. The Proposed FY **2020/2021** budget for the FY **2020/2021** Action Plan was published in the Abilene Reporter-News on June 5, 2020 (which began the HUD-required 30-day comment period). A second public hearing on June 11, 2020, was required with approval of the attached resolution. The Consolidated Plan and FY **2020/2021** Action Plan must be received by HUD no later than August 16, 2020.

FUNDING/FISCAL IMPACT

There will be no impact on local taxes. Projects are to be funded using 2020 Entitlements of $870,932 CDBG and $447,803 HOME. In addition, the City anticipates that it will receive $500 program income from the CDBG program during FY **2020/2021.**

STAFF RECOMMENDATION

Staff recommends approval of the attached resolution approving the Consolidated Plan and FY **2020/2021** One-Year Action Plan for use of CDBG and HOME funds.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution 7-23-20 FY 2020-2021 Action Plan
2. City of Abilene 2020-2024 Consolidated Plan and Annual Action Plan DRAFT
3. FY2020_21 Council Meeting 7.23.20 (1)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, Approving the FY 2020/2024 Consolidated Plan and FY 2020/2021 Action Plan and projected use of Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) funds

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

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

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

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

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

Part 1. That the FY 2020/2024 Consolidated Plan and FY 2020/2021 Action Plan and Projected Use of Community Development Block Grant and HOME funds is hereby approved.

Part 2. That, upon approval, the FY 2020/2024 Consolidated Plan and FY 2020/2021 Action Plan be submitted to the United States Department of Housing and Urban Development.

Part 3. That the financial assistance authorized by the Community Development Block Grant and HOME Programs referred to above is required to enable the City of

Abilene to carry on appropriate community development activities directed toward meeting the objectives above.

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

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

ADOPTED this 23rd day of July, 2020.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

City of Abilene, Texas

2020-2024 Consolidated Plan

2020-2021 Annual Action Plan

DRAFT FOR PUBLIC COMMENT

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Abilene's 2020-2024 Consolidated Plan serves as a planning document meeting the federal government statutory requirements in 24 CFR 91.200-91.230, with revisions for preparing a Consolidated Plan and guiding the use of CDBG funding based on applications to the U.S. Department of HUD. The major sections of the Consolidated Plan include a Housing Market Analysis, Housing and Homeless Needs Assessment, 5-year Strategic Plan, a 1-year Action Plan, and Consultation and Citizen Participation, with accompanying documentation relating to public comment. The Strategic Plan addresses specific needs that were identified in the data analysis, with specific goals and program targets for each category designated for funding. The Action Plan is a subset of the Strategic Plan, addressing funding options for the next fiscal year. The Consolidated Plan can be used by organizations in the community as a guide for identifying activities through which they can help the jurisdiction reach their housing and community development goals. The Consolidated Plan also serves as the baseline for measuring program effectiveness, as reported in the Consolidated Annual Performance and Evaluation Report (CAPER) required by HUD for each fiscal year's funding allocation. Incorporated into the Consolidated Plan are an analysis of the local housing market and a review of housing and homeless needs in Abilene as a means of defining the current environment in which federal funding is being used. The Consolidated Plan provides a strategic plan for meeting priority needs that were identified through the community participation process. The analytical parts of the document draw from the 2013-2017 American Community Surveys and 2012-2016 CHAS data provided by HUD. Other data sources include the 2010 U.S. Census and other information gathered locally, including a survey of citizens that was used to assist in prioritizing needs. The survey was available on the City's website and was distributed at community meetings, through community stakeholder lists, and at community organizations.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

This Consolidated Plan contains a range of goals, objectives, and outcomes formulated to address needs identified for homelessness, other special needs, affordable housing, non-housing community development, barriers to affordable housing, lead-based paint hazards, institutional structure, and coordination.

These objectives include:

- Continue to Plan, Monitor, and Administer Entitlement Grant Programs and ensure compliance with Federal Regulations
- Improve living conditions in Abilene by addressing non-housing community development needs

- Enhance the economic well-being of all citizens by addressing non-housing community development for special needs populations and low and moderate income persons
- Improve the condition and availability of affordable housing

3. Evaluation of past performance

Abilene has a history of successful programs funded through the Community Development Block Grant Program. The city has been focused on programs that address the condition of the housing stock in the recent years. The City has successfully funded housing rehabilitation activities targeting lower income and elderly households unable to properly maintain their homes. The City has worked actively with local homeless services providers to expand services aimed at helping those persons find employment, housing, health care services, and educational opportunities. Details of past performance can be found in the City's Consolidated Annual Performance and Evaluation Report (CAPER).

4. Summary of citizen participation process and consultation process

Based on the Community Participation Plan, outreach included public forums and focus group meetings, online survey accessed on the City of Abilene Website, and consultation with public and private agencies and organizations to capture public input as to the priority needs for the next five years. Participating persons, public and private agencies included the general public, neighborhood organizations, Abilene Housing Authority, Continuum of Care, Board of Realtors, Chamber of Commerce, public and social service agencies, colleges and universities, elected and appointed officials.

5. Summary of public comments

The public comment period was June 12, 2020 through July 12, 2020. A Public Hearing during the June 11, 2020 City Council Meeting. During this meeting, two Abilene citizens provided the following comments:

- Individual A – Stated her concerns on the current projects CDBG funds are used for and requested reallocation of funds to other projects, like low-income citizens.
- Individual B – Stated she thinks there is an insufficiency on multi-family housing in Abilene and is advocating for a resident housing committee.

During the 30-day public comment period, the City of Abilene received public comments from the following community organizations:

- West Texas Homeless Network
- Abilene Hope Haven
- FaithWorks of Abilene, Inc.
- West Central Texas Regional Foundation
- Community Foundation of Abilene
- United Way of Abilene/2-1-1

All community organizations requested that the City of Abilene partners with them in their common goal of ending homelessness in Abilene by removing the capital infrastructure/improvement restriction on CDBG/HOME funds.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were rejected.

In response to Individual A's comments during the June 11, 2020 public hearing, HUD requires that CDBG/HOME funds to be used on projects designated for low-income individuals. All individuals and organizations receiving funding must meet the income qualifications, which are available on the Office of Neighborhood Service's website.

In response to Individual B's comments during the June 11, 2020 public hearing, the City of Abilene acknowledges the individual's concerns. CDBG and HOME funds are primarily used for programs for homeowners. Most multifamily properties are owned by individuals not residing on the property and thus would not qualify funding.

The City of Abilene ONS team met with the six community organizations on July 10, 2020 to discuss their public comments. The meeting was positive and ONS better understands the concerns of the organizations and will continue to collaborate with the organizations on the common goal of ending homelessness in Abilene.

7. Summary

This plan provides a framework through which Abilene manages it federal entitlement programs related to community development and homeless assistance. Data was provided through HUD's eCon software system, utilizing American Community Survey data and other sources, to construct the needs assessment and market analysis. The City worked with local service providers and other concerned citizens to develop the strategic plan and annual action plan, both designed to address needs within the city as identified through the public participation process and needs assessment.

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator		City of Abilene, Office of Neighborhood Services
HOME Administrator		City of Abilene, Office of Neighborhood Services

Table 1 – Responsible Agencies

Narrative

The City of Abilene, Texas followed its designated Community Participation Plan in developing the 2020-2024 Consolidated Plan and 2020-2021 Annual Plan. City of Abilene Neighborhood Initiatives Division, 555 Walnut, Suite 206, Abilene, TX 79601, served as lead agency for the development of the 2020-2024 Consolidated Plan and 2020-2021 Annual Plan. Zack Rainbow, Assistant Director of Planning & Development Services served as primary contact.

Consolidated Plan Public Contact Information

Lead Contact:

Zack Rainbow, Assistant Director of Planning & Development Services

City of Abilene

555 Walnut, Suite 206, Abilene, TX 79601

PR-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Abilene works with a wide variety of agencies, organizations, and service providers in an effort to bring various viewpoints to bear in the identification of local housing and service needs. Ongoing relationships focused on specific needs and targeted meetings designed to bring public input into the Consolidated Plan process are two of the ways that the City utilizes outside organizations in the consultation process. A few of those agencies are listed in the tables below, but others were invited and/or participated that were not found in the HUD database.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City has ongoing relationships with several housing providers working on housing development activities. Through the Continuum of Care process, the City maintains relationships with mental health providers, homeless shelter and services providers, and other governmental agencies with specific responsibilities for homeless individuals and families. The City also participates in a variety of other coalitions that seek to address other issues that relate to housing and service needs.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The City of Abilene and the West Texas Homeless Network is involved in the development and activities of the local Continuum of Care System. Several local organizations such as social service agencies, charitable groups and religious organizations provide emergency/transitional housing and/or supportive services to the homeless and at-risk persons including abused women and children and substance abusers. The City of Abilene participates in submitting and supporting applications for funding for homeless initiatives to the Texas Balance of State Continuum of Care, through the local homeless coalition.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

Staff from Abilene participates in the development of the Continuum of Care, working with area service providers to include City resources, to the extent possible, in the provision of services to homeless individuals and families in Abilene.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	ABILENE HABITAT FOR HUMANITY
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in focus group on March 3, 2020
2	**Agency/Group/Organization**	CONNECTING CARING COMMUNITIES
	Agency/Group/Organization Type	Services-Health Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in a stakeholder interview on April 2, 2020
3	**Agency/Group/Organization**	DAY NURSERY OF ABILENE
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in a stakeholder interview on May 4, 2020
4	**Agency/Group/Organization**	WEST CENTRAL TX REGIONAL HOUSING
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in the community survey and a stakeholder interview on March 20, 2020

5	**Agency/Group/Organization**	ABILENE HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in a focus group on March 2, 2020 and stakeholder interviews on April 13 and April 17, 2020
6	**Agency/Group/Organization**	LOVE AND CARE MINISTRIES
	Agency/Group/Organization Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in the community survey and a stakeholder interview on April 16, 2020.
7	**Agency/Group/Organization**	BETTY HARDWICK CENTER
	Agency/Group/Organization Type	Services-Mentally Ill Services-Disabled
	What section of the Plan was addressed by Consultation?	Mental Illness Needs Persons with Disability Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in a stakeholder interview on April 8, 2020.
	Agency/Group/Organization	ABILENE HOPE HAVEN
	Agency/Group/Organization Type	Services-Homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in a stakeholder interview on April 15, 2020.
	Agency/Group/Organization	DISABILITIES IN ACTION
	Agency/Group/Organization Type	Services-Disabled
	What section of the Plan was addressed by Consultation?	Persons with Disabilities

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in a stakeholder interview on April 15, 2020.
	Agency/Group/Organization	CHRISTIAN SERVICE CENTER
	Agency/Group/Organization Type	Services-Homeless Services-Health
	What section of the Plan was addressed by Consultation?	Homeless needs Housing Needs Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in a stakeholder interview on May 7, 2020.

Identify any Agency Types not consulted and provide rationale for not consulting

No specific organizations were intentionally left out of the public participation process. Abilene – Taylor County Public Health Department were not able to participate in any of the focus group or stakeholder interviews due to COVID-19 priorities within the department.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	West Texas Homeless Network	The City staff participate in the CoC process, and the goals of Strategic Plan align with CoC in provision of affordable housing options, and services to persons at risk of homelessness and homeless persons

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

Abilene works closely with the West Texas Homeless Network and other local communities active in the Continuum of Care process, State agencies, local non-profit organizations, and other departments of the City of Abilene in the development of programs to address housing, homeless, and community development needs and other local issues covered by the Consolidated Plan.

Narrative (optional):

PR-15 Citizen Participation

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

Based on Community Participation Plan, outreach included public forums and focus group meetings, an online survey provided on the City of Abilene Web Site, hard copy, and consultation with public and private agencies and organizations to capture public input as to the priority needs for the next five years. Participating persons, public and private agencies included the general public, neighborhood organizations, Abilene Housing Authority, Continuum of Care, local realtors, Chamber of Commerce, public and social service agencies, colleges and universities, elected and appointed officials. Four Public Forums and Stakeholder Focus Group sessions were held March 2 – 5 at several locations across the City. Supplemental interviews were conducted with and information and input received from various City Departments and Divisions, Abilene Housing Authority, Chamber of Commerce and Board of Realtors representatives, social and public service organization, community, professional and industry representatives to obtain information from those unable to attend the sessions. Participants in the sessions and supplemental interviews included Abilene City staff and other government representatives; administrators from local colleges, universities, and school districts; non-profit organizations, home builders, housing and social service agencies representatives; real estate and financial industry representatives; and the general public and other community representatives. Attendees for the Focus Groups and Public Forums were gathered through invitations sent to select resident and community leaders, organizations, industry professionals and public officials and a public meeting notice published in the local newspaper. At each Focus Group and Public Forum, general issues related to the housing market, neighborhoods conditions, community development needs and concerns pertaining to barriers to affordable housing in Abilene were discussed. The format also included discussions of the communities' priority needs for the next five years and their priorities for funding for the next program year. Participants in the focus groups and public forums and the general public were given an opportunity to complete a Priority Needs Survey as part of the Consolidated Plan process. The online community survey was made publicly available on the City's website, at various community organizations throughout the city, and emailed to community residents through various email list servs. A total of 232 survey responses were received.

The Abilene City Council held a briefing and public hearing for the 2020-2024 Consolidated Plan and 2020-2021 Annual Plan at Abilene City Hall Chambers on July 23, 2020 and took final Action to approve the 2020-2024 Consolidated Plan and 2020-2021 Annual Plan on July 23, 2020. The Consolidated Plan and Annual Plan was made available for a 30 day public comment period from June 12, 2020 to July 12, 2020.

The Citizen Participation Plan requires that the participating jurisdiction (PJ) calculate whether the amendment (if there is one) be considered a substantial amendment or minor. A calculation must be made by multiplying the Entitlement by 25%. If the number is not 25% greater than the Entitlement, then the change is determined to be a minor amendment.

Zack Rainbow, Assistant Director of Planning & Development Services

City of Abilene

555 Walnut, Suite 206, Abilene, TX 79601

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Focus Group: Gethsemane Template	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	8 community members	See appendix	None	
2	Focus Group: Alameda Community Center	Non-targeted/broad community	7 community members	See appendix		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Focus Group: Cobb Park	Seniors Persons with disabilities Non-target/broad community	8 community members	See appendix		
4	Focus Group: Rose Park	Seniors Non-target/broad community	12 community members	See appendix		
5	Stakeholder Interviews	Non-targeted/broad community	20 community members	See appendix		
6	Newspaper Ad	Non-targeted/broad community	None	None	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Community Priority Needs Survey	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	232 survey responses	Top 5 order of needs: Public Improvements, safe housing for seniors, mental health and substance abuse treatment services, childcare centers, and homeownership assistance.	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Public Hearing	Non-targeted/broad community		Individual A – Stated her concerns on the current projects CDBG funds are used for and requests reallocation of funds to other projects, like low income citizens. Individual B – Stated she thinks there is an insufficiency on multi-family housing in Abilene and is advocating for a resident housing committee.	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of Comments received	Summary of comments not accepted and reasons	URL (If applicable)
9	Public Comments	Non-targeted/broad community	• West Texas Homeless Network • Abilene Hope Haven • FaithWorks of Abilene, Inc. • West Central Texas Regional Foundation • Community Foundation of Abilene • United Way of Abilene/2-1-1	All community organizations requested that the City of Abilene partners with them in their common goal of ending homelessness in Abilene by removing the capital infrastructure/improvement restriction on CDBG/HOME funds.	None	

Table 4 – Citizen Participation Outreach

Needs Assessment

NA-05 Overview

Needs Assessment Overview

The needs assessment analyzes a variety of housing, homeless, community development, and non-homeless special needs through an examination of census and CHAS data, which was created by the U.S. Census Bureau and the U.S. Department of Housing and Urban Development. This data quantifies housing problems, such as overcrowding and its cost burdens, and measures the magnitude of special needs populations, such as the elderly, frail elderly, and persons with HIV/AIDS. As shown in the following analysis, cost burdened (paying more than 30 percent of household income on housing expenses) and extreme cost burdened (paying more than 50 percent of household income on housing expenses) has a considerable impact on households in Abilene, particularly in lower income households. Measures of housing condition (lack of complete kitchen or plumbing facilities) do not provide a reliable measure of condition; although it represents the best, easily accessible data on the topic. Other needs are represented through various census and state data sources.

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

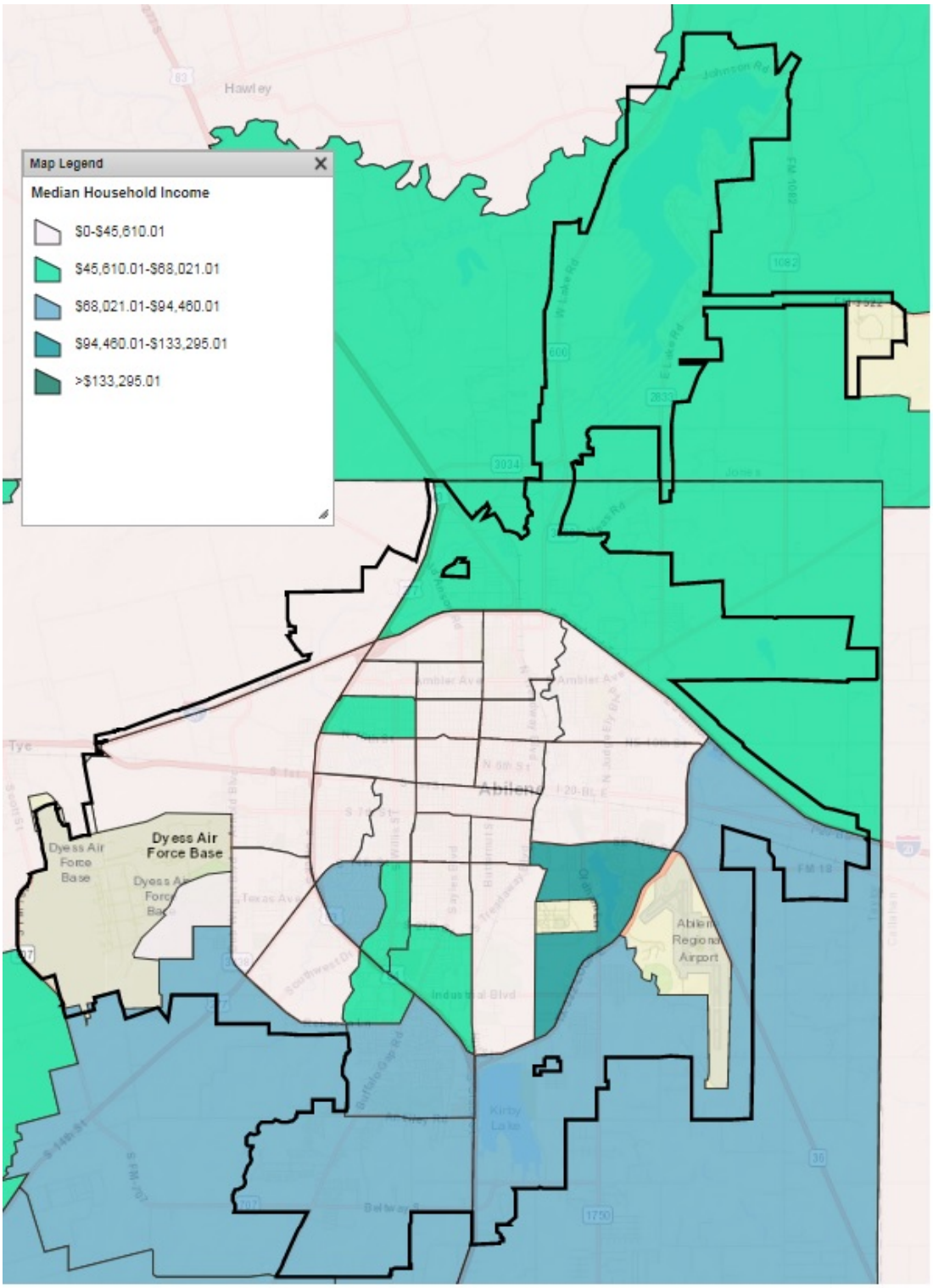
Summary of Housing Needs

The following data provides an analysis of housing problems in Abilene, including lack of complete plumbing or kitchen facilities, overcrowding (1.01 to 1.5 persons per room), severe overcrowding (more than 1.5 persons per room), cost burdened (paying more than 30% of household income on housing expenses), and severe cost burdened (paying more than 50% of household income on housing expenses. By far, the most common housing need related to cost burdened, impacting lower income households particularly hard, with over 63% of renter and owner households earning less than 30% of the Area Median Income (AMI) paying more than 50% of their income on housing expenses. For rental households, cost burdened is the most common housing problem with 67% of all renter households earning below 80% of the AMI paying more than 30% of their income on housing expenses. Likewise, cost burdened is most common for owner households where 68% of all owner households earning below 80% of the AMI paying more than 30% of their income on housing expenses, which is a significant increase from 44% in the previous 2015-2019 report. Homeowners experiencing severe cost burden (paying more than 50% of their income on housing expenses) has remained steady at 19%. The next most pressing housing problem in Abilene according to the qualitative data is overcrowding in rental housing, with just under five percent rental units.

Demographics	Base Year: 2010	Most Recent Year: 2017	% Change
Population	116,637	122,762	+5%
Households	42,705	42,287	-1%
Median Income	$39,766.00	$46,093.00	+16%

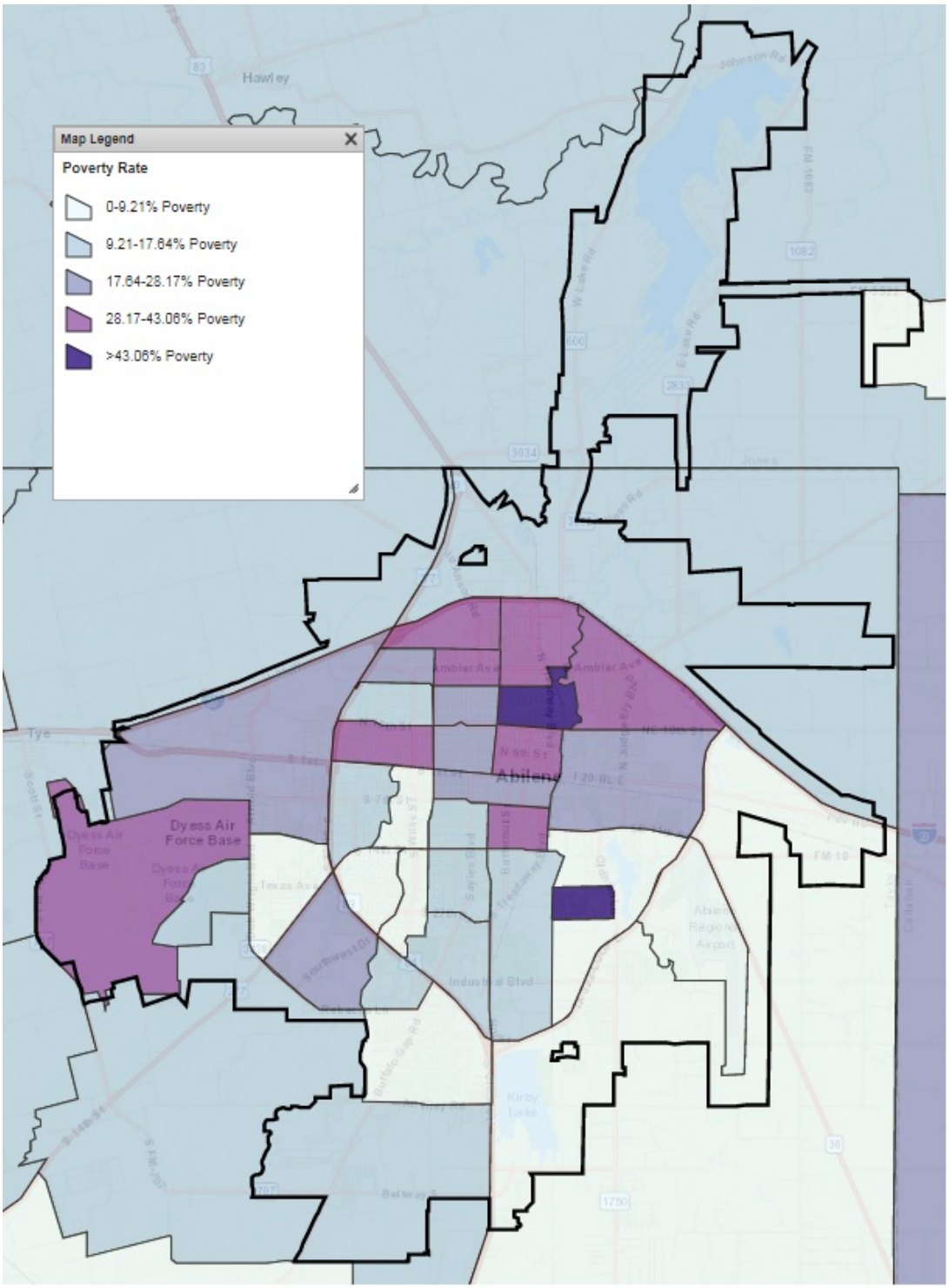
Table 5 - Housing Needs Assessment Demographics

Data Source: 2013-2017 American Community Survey, 5-Year Estimates



Median Household Income,

Map Sources: US Department of Housing and Urban Development, Affirmatively Furthering Fair Housing Mapping Tool, Release November 2017. Available at https://egis.hud.gov/affht/ ; CPD Maps.



Percent of Population Below Poverty Level,

Map Sources: US Department of Housing and Urban Development, Affirmatively Furthering Fair Housing Mapping Tool, Release November 2017. Available at https://egis.hud.gov/affht/ ; CPD Maps.

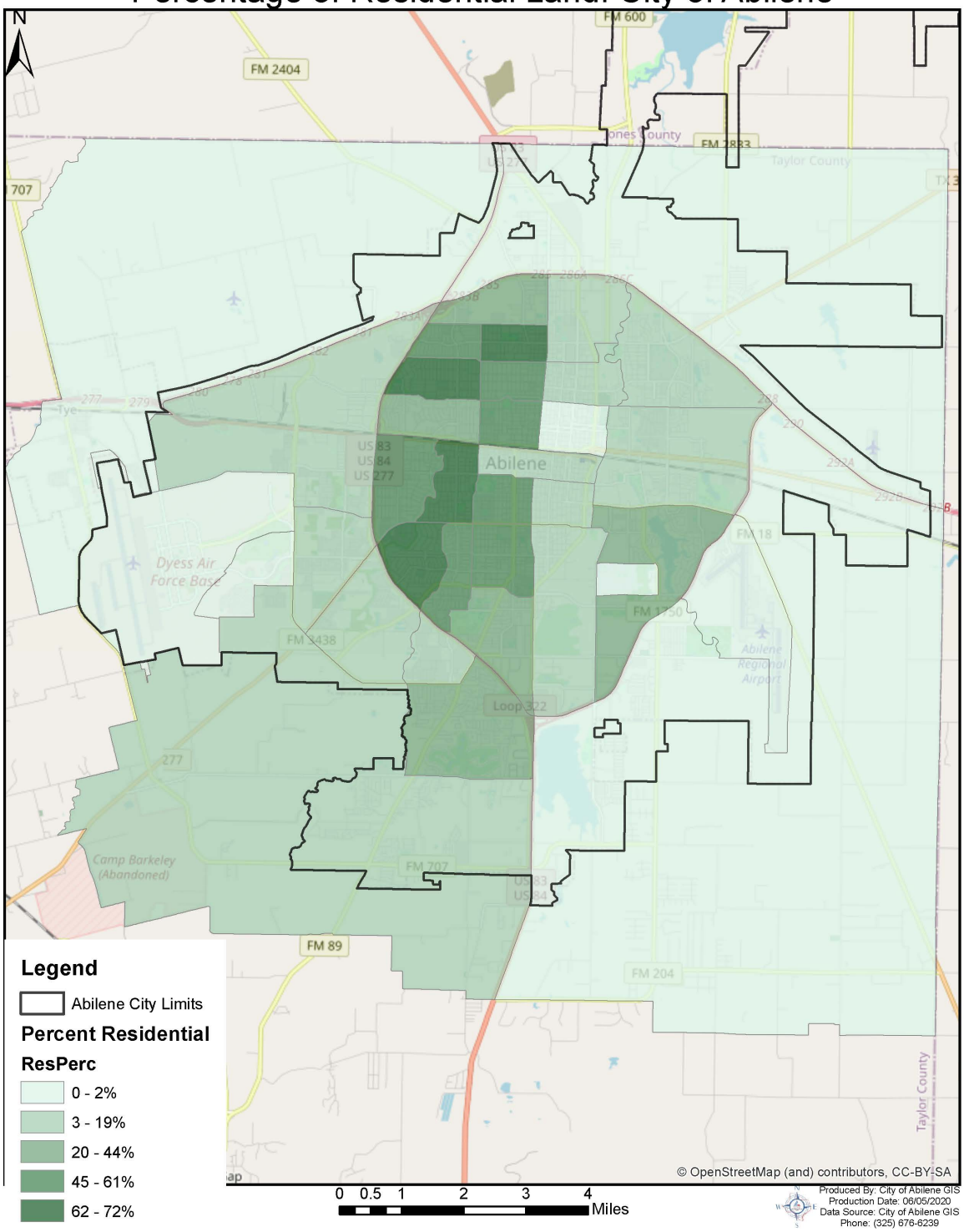
Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	5,455	5,420	7,805	4,465	19,295
Small Family Households	1,840	2,225	3,970	2,485	12,985
Large Family Households	415	355	800	355	1,585
Household contains at least one person 62-74 years of age	690	925	1,460	865	3,700
Household contains at least one person age 75 or older	825	665	1,200	445	1,750
Households with one or more children 6 years old or younger	935	1,210	1,615	830	2,960

Table 6 - Total Households Table

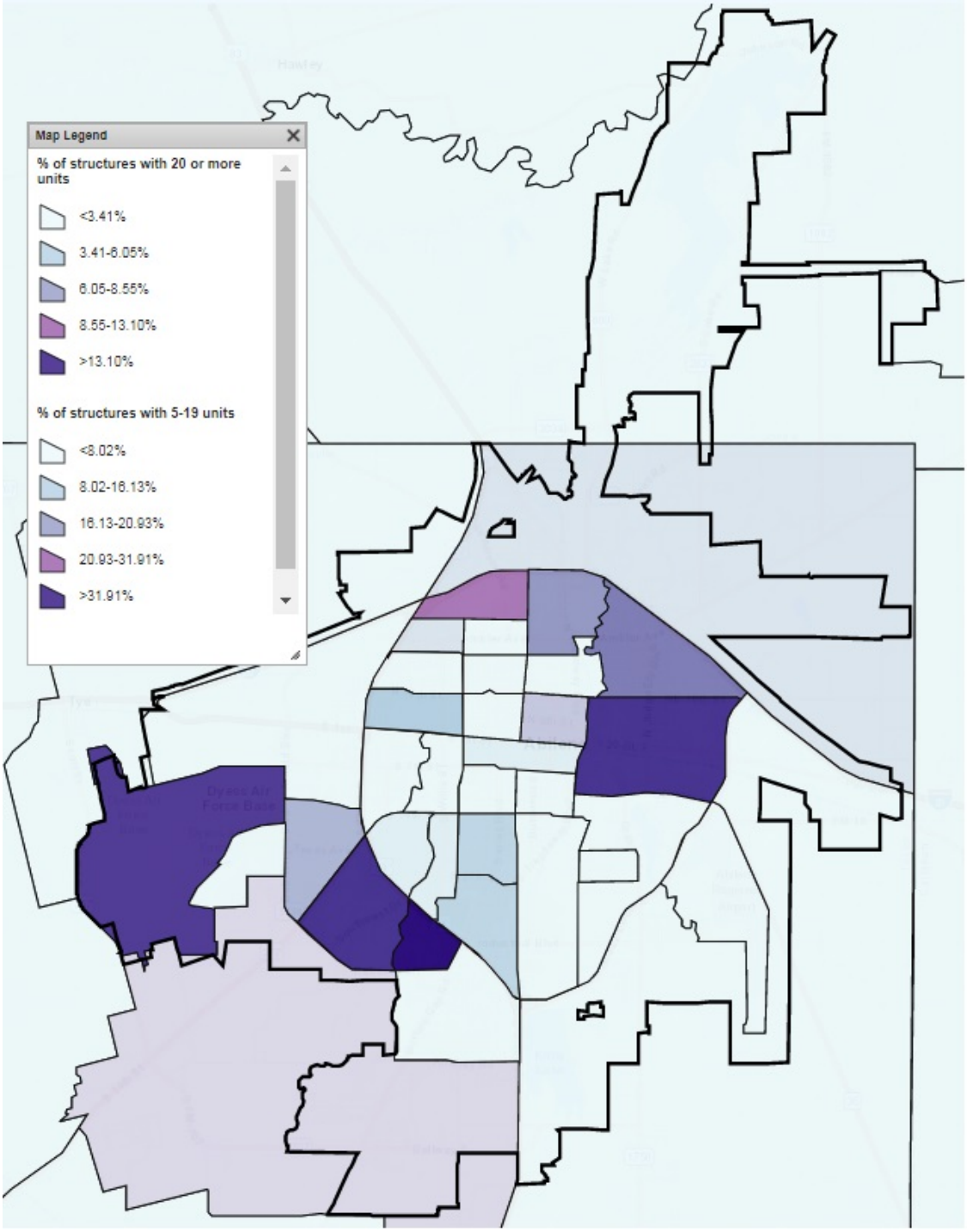
Data Source: 2012-2016 CHAS

Percentage of Residential Land: City of Abilene



Percent Single-Family Housing Units

Map Source: City of Abilene



Percent Multifamily Housing (5 or more units)

Map Sources: US Department of Housing and Urban Development, Affirmatively Furthering Fair Housing Mapping Tool, Release November 2017. Available at https://egis.hud.gov/affht/ ; CPD Maps.

Housing Needs Summary Tables

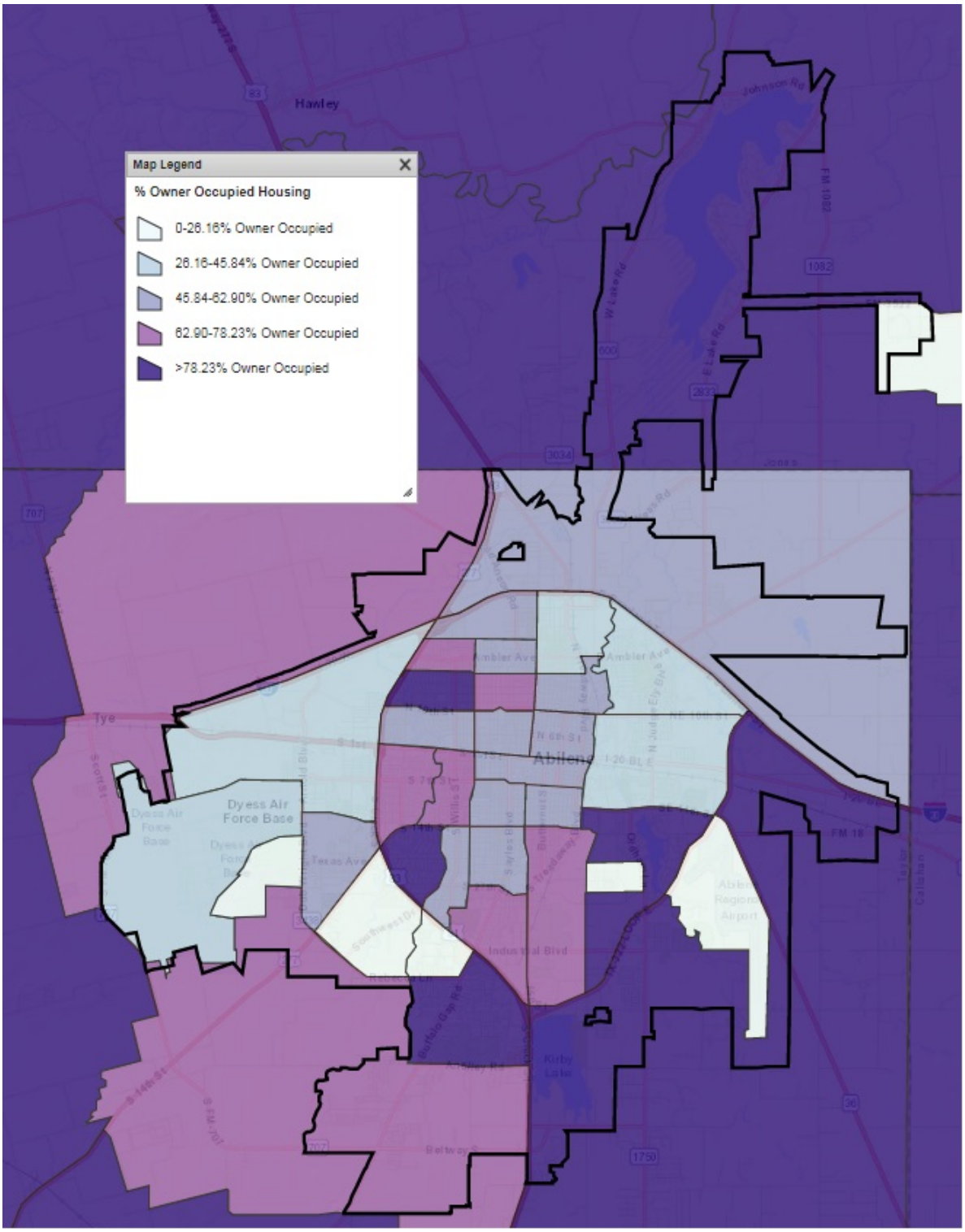
1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	90	140	210	55	495	70	4	25	0	99
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	80	105	75	0	260	0	10	10	0	20
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	60	115	100	45	320	15	15	120	50	200
Housing cost burden greater than 50% of income (and none of the above problems)	2480	1040	360	70	3950	760	330	260	35	1385

	Renter					Owner				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
Housing cost burden greater than 30% of income (and none of the above problems)	2810	2510	1850	370	7540	1105	775	1135	330	3345
Zero/negative Income (and none of the above problems)	495	0	0	0	495	225	0	0	0	225

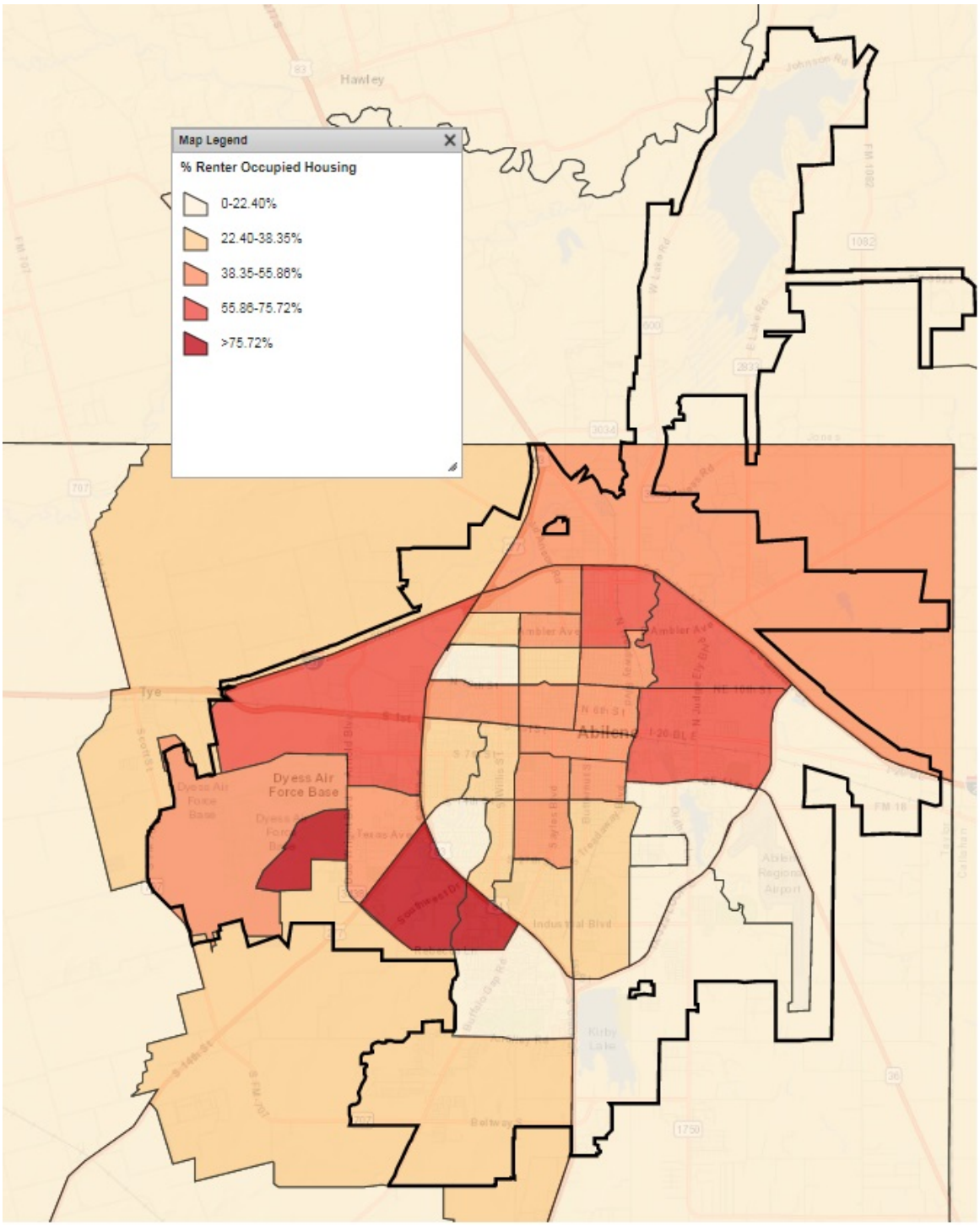
Table 7 – Housing Problems Table

Data Source: 2012-2016 CHAS



Percent Owner-Occupied Housing Units,

Map Sources: US Department of Housing and Urban Development, Affirmatively Furthering Fair Housing Mapping Tool, Release November 2017. Available at https://egis.hud.gov/affht/ ; CPD Maps.



Percent Renter-Occupied Housing Units

Map Sources: US Department of Housing and Urban Development, Affirmatively Furthering Fair Housing Mapping Tool, Release November 2017. Available at https://egis.hud.gov/affht/ ; CPD Maps.

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	3,040	2,865	2,235	475	8,615	1,190	810	1,285	380	3,665
Having none of four housing problems	345	635	1,990	1,680	4,650	240	1,110	2,295	1,935	5,580
Household has negative income, but none of the other housing problems	415	0	0	0	415	225	0	0	0	225

Table 8 – Housing Problems 2

Data Source: 2012-2016 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**Total**
NUMBER OF HOUSEHOLDS								
Small Related	905	975	585	2,465	365	255	570	1,190
Large Related	250	140	190	580	55	45	150	250
Elderly	65	60	215	340	150	135	160	445
Other	1,720	1,620	1,075	4,415	605	365	309	1,279
Total need by income	2,940	2,795	2,065	7,800	1,175	800	1,189	3,164

Table 9 – Cost Burden > 30%

Data Source: 2012-2016 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**Total**
NUMBER OF HOUSEHOLDS								
Small Related	785	265	30	1,080	255	145	120	520
Large Related	210	30	25	265	25	10	50	85
Elderly	55	45	140	240	85	30	20	135
Other	1560	765	295	2,620	440	160	69	669
Total need by income	2610	1105	490	4205	805	345	259	1409

Table 10 – Cost Burden > 50%

Data Source: 2012-2016 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**	**0-30% AMI**	**>30-50% AMI**	**>50-80% AMI**	**>80-100% AMI**	**Total**
NUMBER OF HOUSEHOLDS										
Single family households	100	165	145	65	475	0	15	104	40	159
Multiple, unrelated family households	0	45	50	0	95	15	10	24	4	53
Other, non-family households	45	4	20	0	69	0	0	0	0	0
Total need by income	145	214	215	65	639	15	25	128	44	212

Table 11 – Crowding Information – 1/2

Data Source: 2012-2016 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	755	885	1015	2,655	180	325	600	1,105

Table 12 – Crowding Information – 2/2

Data Source: 2012-2016 CHAS

Describe the number and type of single person households in need of housing assistance.

According to the 2013-2017 American Community Survey (ACS), there were 11,668 single person households in Abilene (27.5% of all Abilene households), over 36% of which were elderly (age 65+). Forty-six percent of single person households were homeowners, with 54% renters. Sixty percent of single person households lived in single-family housing units, compared to 40% in two or more units. The median household income of single person male households was $36,763, and single person female households was $28,032. As shown in Table 10, severe cost burdened is experience across low-income households, including single person households.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Data from the 2013-2017 American Community Survey showed that 16.2% of the population of Abilene reported some form of disability. Disabilities reported increase with age with the highest percentage (57.3%) in the 75 and older age group. Those below the age of five (5) are reporting 0.3% with a disability. In the 5 to 17 year age group, 6.8% are reported to have disabilities. In the 18 to 64 year age group with disabilities, 9.4% reported ambulatory difficulty, 7.7% reported cognitive difficulty, and8.6% reported independent living difficulty. The ACS data also showed that 14.2% of the population of Abilene reported a disability and living in poverty. According to the City of Abilene Police Department 2019 Annual Report, there was 1,834 cases of domestic violence in the city. There was an 11% increase in cases compared to 2018. However, the number of rape cases decreased by 43% in 2019 (80) from 2018 (142). Aggravated assaults also decreased by 19% in 2019. According to the 2020 Homeless Count conducted by West Texas Homeless Network, of the 116 total respondents who had severe housing problems, 10.3% indicated that domestic violence played a role in their homelessness.

What are the most common housing problems?

By far, the most common housing problem in Abilene is cost burdened. According to the CHAS data in the tables above, over 74% of households in the 0-30% AMI income category (including renters and owners) had a cost burdened of over 30%, with over 62% having a cost burdened of over 50%. A 30% cost burdened means that a household is spending more than 30% of their gross income on housing expenses, including utilities. Over 73% of households in the 30-50% AMI income category had a 30% cost burdened, with 27 percent having a 50% cost burdened. About 54 percent of households in the 50-80% AMI category had a 30% cost burdened, with 10 percent having a 50% cost burdened. Looking at severe cost burdened by tenure, 69% of renter households and 49% of owner households earning less than 30% of the area median income (AMI) were paying more than 50% of their income on housing expenses. For rental households, cost burdened is the most common housing problem with over 68% of all renter households earning below 80% of the AMI paying more than 30% of their income on housing expenses, with severe cost at 36% paying more than 50% of their income on housing expenses. Cost burdened is the most common for owner households where 68% of all owner households earning below 80% of the AMI paying more than 30% of their income on housing expenses, with severe cost burdened at 20% paying more than 50% of their income on housing expenses. By comparison, the numbers for overcrowding and incomplete kitchen or plumbing facilities were low, with 4.6% of the lowest income category living in overcrowded conditions and four percent living without complete kitchen or plumbing facilities.

Are any populations/household types more affected than others by these problems?

Cost burdened and extreme cost burdened affect all household types in the lower income categories. In Abilene, 68% of both renters and homeowners spend more than 30% of their income towards housing expenses. The percentage stayed the same for renters, but there was a significant increase in the percentage of homeowners who are cost burdened compared to the previous 2015-2019 report. Thirty-six percent of renters and 20% of homeowners spent more than 50% of their income towards housing expenses. This remained the same since the last report. In simple numerical terms, it would appear that "Other" households, which includes single member households and households with unrelated members, bear much of the brunt of severe cost burdened among renters and owners, with 62% of the total number of renter households experiencing severe cost burdened and 47% of the total experiencing severe cost burdened in this category. Large related households comprised the smallest portion of those experiencing severe cost burdened.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

In Abilene, many low-income individuals and families who are currently housed are at risk of either residing in shelters or becoming unsheltered. Many are living paycheck to paycheck, just making ends meet by working multiple low paying jobs. They are often one paycheck away from being homeless in the event of a sudden loss of employment, medical emergency or loss of transportation which redirects financial resources. These households span all types, including individuals living alone, small families, large families, and the elderly. Some households have relatives or friends with whom they can double-up, thus avoiding homelessness, at least in technical terms, but these accommodations are not long-term solutions to their needs and may lead to overcrowding. These households, particularly extremely low-income households, need a wide variety of assistance to help them meet those emergency needs that occasionally crop up in everyone's lives. This assistance could include job training to help them transition into higher paying professions, mortgage/rental assistance, medical clinics that provide low or no cost care, rent subsidies, transportation assistance, and other services that help absorb the costs that might redirect funds dedicated to housing.

Additionally, many homeless individuals are currently living with a mental health or substance use disorder that Formerly homeless families and individuals also need these services to reduce the prospect of returning to homelessness. Transitional housing units, permanent supportive housing, and rent subsidies help meet the housing expenses of households returning from homelessness, while job training programs help with identifying job prospects which can lead to permanent jobs. Other social services are needed on occasion as circumstances demand.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The Point-in-Time Homeless Count provides the estimates of the various categories of homeless individuals and families in Abilene. These categories include chronic homeless, veterans, families with children, families without children, individuals, and unaccompanied children.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Severe cost burdened is linked with housing instability and an increased risk of homelessness. When a household is paying too large a portion of their income on housing expenses, sudden and unexpected financial demands can tip the scales, forcing them from their homes and leaving them without permanent shelter. These demands might include the cost to treat illnesses requiring hospital stays or time away from their job, automotive problems requiring repairs or loss of work due to lack of transportation, high costs of utility bills that might delay a rent or mortgage payment, and legal problems that might require payments to lawyers or time away from their job. Lower income households are particularly susceptible to these financial impacts because they are less likely to have savings that can cover these expenses and buffer the effects of monetary demands in covering unexpected events or expenses during periods of loss wages.

Discussion

Cost burdened and extreme cost burdened is the most common housing problem across all lower income households in Abilene for both renters and homeowners. Lower income brackets are more likely to experience extreme cost burden. Overcrowding is also a common problem in many lower income households, though the numbers are much lower than those of cost burdened. There is some concern with lack of complete plumbing and kitchen facilities, but these conditions are not widespread. As a proxy for housing condition, lack of complete kitchen or plumbing facilities does not tell the entire story. Many community members expressed that the quality of housing, especially for lower income households, is subpar. There are many vacant or abandoned homes in neighborhoods that with a little work could make nice homes for residents. Many homes need roof repairs, lawn care, and other general maintenance repairs to ensure houses are safe for residents.

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The 2012-2016 CHAS data, constructed from data collected by the US Census Bureau for HUD, outlines housing problems by income and race/ethnicity. The housing problems include incomplete kitchen or plumbing facilities, cost burdened greater than 30%, and overcrowding (more than 1.5 person per room). The tables below show the distribution of one or more problems by race/ethnicity for each of four lower income groups, 0 to 30 percent of the area median income, 30 to 50 percent of the area median income, 50 to 80 percent of the area median income, and 80 to 100 percent of the area median income. The discussion following the tables identifies disproportionately greater need within each income group for particular racial or ethnic group. The next section analyzes severe housing problems (severe overcrowding and extreme cost burdened).

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,230	585	640
White	2,450	160	505
Black / African American	495	64	4
Asian	69	0	50
American Indian, Alaska Native	29	0	0
Pacific Islander	0	0	0
Hispanic	1,105	360	80

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2012-2016 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,675	1,745	0
White	2,350	885	0
Black / African American	350	210	0
Asian	150	0	0
American Indian, Alaska Native	4	0	0
Pacific Islander	0	0	0
Hispanic	745	640	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2012-2016 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,520	4,285	0
White	2,295	2,640	0
Black / African American	155	465	0
Asian	140	60	0
American Indian, Alaska Native	45	8	0
Pacific Islander	0	0	0
Hispanic	785	1055	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2012-2016 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	855	3615	0
White	525	2375	0
Black / African American	165	315	0
Asian	20	35	0
American Indian, Alaska Native	0	65	0
Pacific Islander	0	0	0
Hispanic	125	785	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2012-2016 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4. Cost Burden greater than 30%

Discussion

Extremely Low Income (0-30% AMI)

An estimated 77.5 percent of all extremely low-income households in the city had at least one housing problem, compared with 78.7 percent of White households, 87.9 percent of Black/African American households, 60 percent of Asian households, 100 percent of American Indian /Alaska Native households, zero percent of Pacific Islander households, and 71.5 percent of Hispanic households. In the extremely low-income group, Black/African American and American Indian/Alaska Native households had a disproportionally greater need.

Very Low Income (30-50% AMI)

An estimated 67.8 percent of all very low-income households had at least one housing problem, compared with 72.6 percent of White households, 62.5 percent of Black/African American households, 100 percent of Asian households, 100 percent American Indian/Alaska Native households, zero Pacific Islander households, and 53.8 percent of Hispanic households. In the very low income group, Asian and American Indian/Alaska Native households had a disproportionally greater need.

Low Income (50-80% AMI)

An estimated 45.1 percent of low-income households had at least one housing problem, compared with 46.5 percent of White households, 25 percent of Black/African American households, 70 percent of Asian households, 84.9 percent American Indian/Alaska Native households, zero Pacific Islander households, and 42.7 percent of Hispanic households. In the low-income category, Asian and American Indian/Alaska Native households had a disproportionally greater need.

Moderate Income (80-100% AMI)

An estimated 19.1 percent of moderate-income households in the city had at least one housing problem, compared with 18.1 percent of White households, 34.3 percent of Black/African American households, 36.4 percent of Asian households, zero American Indian/Alaska Native households, zero Pacific Islander households, and 13.7 percent of Hispanic households. In the moderate-income category, Black/African American and Asian households had a disproportionally greater need.

Summary

Across all income categories, Asian and American Indian/Alaska Native households, which make up a small percentage of households in the city, are the most likely to experience a disproportionate number of housing problems. Extremely low- and moderate-income Black/African American households, which also make up a small percentage of households in the city, are more likely to experience a disproportionate number of problems. This is not to say that households of other racial/ethnic groups do not suffer from housing problems, however, the remaining racial/ethnic household groups do not suffer disproportionately from housing problems, per HUD's definition.

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The 2012-2016 CHAS data constructed from data collected by the US Census Bureau for HUD shows housing problems by income and race/ethnicity. The severe housing problems include incomplete kitchen or plumbing facilities, cost burdened over 50 percent, and severe overcrowding (more than 1.5 persons per room). The tables below delineates the distribution of severe housing problems by race/ethnicity for each of four lower income groups, 0 to 30 percent of the area median income, 30 to 50 percent of the area median income, 50 to 80 percent of the area median income, and 80 to 100 percent of the area median income. The discussion following the tables identifies disproportionally greater need within each income group for particular racial or ethnic group.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,555	1,260	640
White	2,120	490	505
Black / African American	390	169	4
Asian	64	10	50
American Indian, Alaska Native	29	0	0
Pacific Islander	0	0	0
Hispanic	880	590	80

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2012-2016 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,760	3,650	0
White	1,265	1,970	0
Black / African American	110	450	0
Asian	90	60	0
American Indian, Alaska Native	4	0	0
Pacific Islander	0	0	0
Hispanic	260	1,125	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2012-2016 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,155	6,650	0
White	695	4,235	0
Black / African American	35	580	0
Asian	95	100	0
American Indian, Alaska Native	0	55	0
Pacific Islander	0	0	0
Hispanic	255	1,590	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2012-2016 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	255	4,210	0
White	160	2,745	0
Black / African American	0	480	0
Asian	20	35	0
American Indian, Alaska Native	0	65	0
Pacific Islander	0	0	0
Hispanic	65	845	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2012-2016 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4. Cost Burden over 50%

Discussion

Extremely Low Income (0-30% AMI)

An estimated 65.2 percent of all extremely low-income households in the city had at least one severe housing problem, compared with 68.0 percent of White households, 69.3 percent of Black/African American households, 51.6 percent of Asian households, 100 percent American Indian/Alaska Native households, zero Pacific Islander households, and 56.8 percent of Hispanic households. In the extremely low-income category, American Indian/Alaska Native households had a disproportionally greater need related to severe housing problems.

Very Low Income (30-50% AMI)

An estimated 32.5 percent of very low-income households had at least one severe housing problem, compared with 39.1 percent of White households, 19.6 percent Black/African American households, 60.0 percent of Asian households, 100 percent American Indian/Alaska Native households, zero Pacific Islander households, and 18.8 percent of Hispanic households. In the very low-income category, Asian and American Indian/Alaska Native households had a disproportionally greater need related to severe housing problems.

Low Income (50-80% AMI)

An estimated 14.8 percent of low-income households had at least one severe housing problem, compared with 14.1 percent of White households, 5.7 percent of Black/African American households, 48.7 percent of Asian households, zero American Indian/Alaska Native households, zero Pacific Islander households, and 13.8 percent of Hispanic households. Asian households were the only low-income racial group that experienced a disproportionally greater need related to severe housing problems.

Moderate Income

An estimated 5.7 percent of moderate-income households had at least one severe housing problem, compared with 5.5 percent of White households, zero Black/African American households, 36.4 percent Asian households, zero American Indian/Alaska Native households, zero Pacific Islander households, and 7.1 percent of Hispanic households. Asian households were the only moderate- income racial group that experienced a disproportionally greater need related to severe housing problems.

Summary

Across all income categories, Asian and American Indian/Alaska Native households, while a small percentage of total households in the city, are the most likely to experience a disproportionate number of severe housing problems. This is not to say that households of other racial/ethnic groups do not suffer from severe housing problems, however, the remaining racial/ethnic household groups do not suffer disproportionately from severe housing problems, per HUD's definition.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

The 2012-2016 CHAS data was used to compare housing cost burden across racial/ethnic groups. Cost burdened (30 to 50% of household income going to housing expenses), extreme cost burdened (more than 50% of household income going to housing expenses), and no cost burdened (less than 30% of household income going to housing expenses) were compared by racial/ethnic group to the City as a whole.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	29,510	6,384	5,824	719
White	20,730	4,015	3,895	505
Black / African American	1,940	690	475	4
Asian	315	135	190	90
American Indian, Alaska Native	165	45	29	0
Pacific Islander	10	0	0	0
Hispanic	6,120	1,425	1,060	120

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2012-2016 CHAS

Discussion:

Abilene is a primarily white population with pockets of diversity. When it comes to housing cost burden, some racial/ethnic groups experience cost burden at higher rates than others. The data shows a disproportionate need for Asians and Black / African Americans in the 30-50% housing cost burdened group. Approximately 35% of Asian households experience extreme cost burden compared to other racial/ethnic groups in Abilene. While the populations of American Indian and Pacific Islanders are small in Abilene, these racial groups experience disproportionate cost burden in the 0-30% AMI.

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

From the CHAS data presented in the previous sections, there is little identifiable disproportionately greater need indicated between racial/ethnic groups in Abilene other than the lowest and the highest income groups for a relatively small Asian, American Indian, and Pacific Islander populations. The total Asian, American Indian, and Pacific Islander populations comprise 2.6% of the total population of Abilene. However, the impact of the disproportionately greater need is small. Between the three major racial/ethnic groups, White, Hispanic, and African American, which comprise more than 95% of the population of Abilene, the CHAS data shows more housing problems exist for very low- and low-income Hispanic and African American households.

The data shows that African Americans in the 0 – 30% and 30 – 50% AMI income category show disproportionately greater need relative to housing problems. All racial / ethnicity groups experience a high percentage of cost burden in the 0 – 30% AMI income, but Black / African Americans, American Indians, Asians, and Pacific Islanders experience cost burden at disproportionate rates.

If they have needs not identified above, what are those needs?

Needs are identified above.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

Maps included in the market analysis show census tracts with the concentration of the city's Hispanic and African American populations. There is a high level of minority populations, especially Hispanic and African Americans in the northwest part of the city. Neighborhoods with a majority minority groups include Sears Park, Cobb Park, North College, and South Treadway.

NA-35 Public Housing – 91.205(b)

Introduction

The Abilene Housing Authority (AHA) continues to manage 213 public housing units at four separate sites. The average length of stay for public housing residents is three years. The residents include 49 elderly persons and 24 families with persons with disabilities in public housing. The largest racial/ethnic groups among public housing residents are Whites at 99 residents and African-Americans at 98 residents. Hispanics account for 43 residents in public housing. All units are targeted to low-income households, though the public housing units typically serve household with much lower incomes, currently below 30% of the area median income. The AHA manages 1,726 Section 8 Vouchers.

Totals in Use

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of unit vouchers in use	0	0	205	1,459	0	1,459	132	0	43

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	15,606	12,435	0	12,435	13,316	0
Average length of stay	0	0	3	2	0	2	0	0
Average Household size	0	0	3	2	0	2	1	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	49	436	0	436	48	0
# of Disabled Families	0	0	24	875	0	875	79	0
# of Families requesting accessibility features	0	0	0	0	0	0	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	99	956	0	956	81	0	0
Black/African American	0	0	98	441	0	441	29	0	0
Asian	0	0	3	4	0	4	1	0	0
American Indian/Alaska Native	0	0	3	30	0	30	3	0	0
Pacific Islander	0	0	2	4	0	4	1	0	0
Other	0	0	0	19	0	19	0	0	0
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	43	332	0	332	9	0	0
Not Hispanic	0	0	162	1,125	0	1,125	105	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

As with families with disabilities in privately owned housing, public housing residents with disabilities need housing units that provide easy access to the unit and all rooms within the unit; are free of obstacles that would prevent access to bath and kitchen facilities, and are designed in a way that allows those with disabilities access to cooking and food preparation surfaces. All public housing developments operated by the Abilene Housing Authority provide accessible units within its complexes and the AHA is willing to make reasonable accommodations when requested.

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

According to the 2020-2024 PHA Plan, 789 families were on the waiting list for public housing and 2,652 families are on the waiting list for Section 8 vouchers. Of the 789 families on waiting list for public housing, 89% were Extremely Low Income families, 93% were families with children, 75% were White Non-Hispanic, 15% were African-American, and 38% were for one-bedroom units. Out of 2,652 families on waiting list for the housing choice voucher, 83% were Extremely Low Income (0-30% AMI) families, 51% were families with children, 33% were White Non-Hispanic, 20% were Hispanic and 44% were African-American applicants.

How do these needs compare to the housing needs of the population at large?

The housing needs on the public housing and Section 8 waiting lists are indicative of the general needs for affordable housing in the overall city. A higher percentage of cost burdened households were noted under Extremely Low Income households. A disproportionate need was indicated within African-American families in cost burdened data, and a higher percentage of African-American families are on the waiting list compared to their percentage of the population.

Discussion

The Abilene Housing Authority (AHA) continues to manage 213 public housing units at four separate sites. The average annual income of their public housing residents was about $15,606. According to the PHA Plan, 789 families were on the waiting list for public housing and 2,652 families were on the waiting list for Section 8 vouchers.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The information in this section provides an estimate of homeless individuals and families within several categories. These numbers are taken from the 2020 Point-in-Time survey conducted by West Texas Homeless Network. The information collected is derived from individuals in homeless situations and persons who are at risk in becoming homeless. The survey collects homelessness information such as age, gender, education, employment, reasons for homelessness, duration, night-time residence, family type, special needs, etc.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	5	0	0	0	0	0
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	37	74	0	0	0	0
Chronically Homeless Individuals	7	11	0	0	0	0
Chronically Homeless Families	0	0	0	0	0	0
Veterans	6	6	0	0	0	0
Unaccompanied Child	0	0	0	0	0	0
Persons with HIV	1	1	0	0	0	0

Table 26 - Homeless Needs Assessment

Data Source Comments: 2020 Point-in-Time Count; West Texas Homeless Network

Indicate if the homeless population is:	Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Based on the results of the 2020 Homeless Point-in-Time count conducted by West Texas Homeless Network:

- Out of 42 respondents of the question on night-time residence, 18 (43%) responded as “street or sidewalk,” 7 (17%) responded as “vehicle,” 6 (14%) responded as “outdoor encampment,” and six individuals responded as “abandoned building.”
- Out of 103 responses, 73 (71%) responded that they are currently homeless
- Out of 81 responses, 30 (37%) responded that it is their first time becoming homeless, 27 (54%) reported fewer than four episodes of homelessness in the past three years, 21 (42%) reported four or more episodes of homelessness.
- Out of 116 respondents, 105 (90%) were households without children, 2 (1.7%) were households with children, 3 (2.6%) were children under the age of 18, 7 (6%) were unaccompanied youth households (none under the age of 18), and 12 were veterans.
- Out of 116 responses, 69 (59%) identified as male, 42 (36%) identified as female, and 5 (4%) were unknown.
- Out of 247 respondents, 37 (15%) responded that unemployment was their reason for homelessness. Other reported causes of homelessness included family/personal issues 32 (13%), unable to pay rent or mortgage 31 (12.5%), and addiction 22 (9%). Note, respondents could select multiple answers.

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	39	58
Black or African American	6	14
Asian	0	1
American Indian or Alaska Native	0	3
Pacific Islander	0	0
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	12	15
Not Hispanic	38	65

Data Source Comments: 2020 Point-In-Time Count, West Texas Homeless Network

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

Based on the results of the 2020 Homeless Point-in-Time count conducted by West Texas Homeless Network, of the 116 respondents surveyed in the count, 12 (10%) responded as veterans. The median length of service was reported to be five years. None of the veteran respondents indicated they had families that were also homeless.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Based on the results of the 2020 Homeless Point-in-Time count conducted by West Texas Homeless Network, of the 116 respondents, 97 (83%) were White, 20 (17%) were African American, 27 (23%) were Hispanic. Three respondents (2.5%) were American Indian. One respondent identified as Asian.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Based on the results of the 2020 Homeless Point-in-Time count conducted by West Texas Homeless Network:

- Out of 116 respondents, 105 (90%) were households without children, 2 (1.7%) were households with children, 3 (2.6%) were children under the age of 18, 7 (6%) were unaccompanied youth households (none under the age of 18), and 12 were veterans.
- Out of 61 respondents, 32 (52%) reported serious mental illness, 12 (20%) reported substance use disorder, 15 (25%) reported domestic violence, and two responded as having HIV/AIDS. There are no households with only children (unaccompanied youth).

Discussion:

According to the 2020 Homeless Point-in-Time count conducted by West Texas Homeless Network, 36% responded as sheltered, 37% responded that it is their first time becoming homeless, 10% responded as veterans, 90% were households with no children, 52% reported having serious mental illness, and 20% reported having a substance use disorder. Most frequent reasons for homelessness were domestic violence, unemployment, and inability to pay rent or mortgage.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

Non-homeless special needs populations include the elderly, frail elderly, persons with physical and developmental disabilities, substance abusers, persons with mental illness, and persons living with HIV/AIDS. These families and individuals are living either with families, in group facilities, or independently. They have a variety of needs, many of which are being met without public assistance. In some cases, where parents are caring for disabled children, the future of their independence is at risk.

Describe the characteristics of special needs populations in your community:

These populations have a broad spectrum of characteristics, similar to the population at large, but a distinguishing factor for them is an increased risk of homelessness due to the fragile nature of their existence, some relying heavily on others for their care, others living on fixed incomes and vulnerable to hardships caused by sudden demands on their resources. Alcohol and drug abuse are defined as excessive and impairing use of alcohol or other drugs. The National Institute of Alcohol Abuse and Alcoholism estimated the number of adult men with a drinking problem at 7.6% of the total population and that of adult women at 4.1%. These percentages, when applied to Abilene, yield a total population of alcohol abuser at 7,255 (4,827 male, 2,428 female) persons, using 2013-2017 American Community Survey population figures.

Approximately 13% of the population in Abilene is 65 years and over. The senior population has more than doubled since 2010 when the population of 65 years and over was 6.1% of the total population. Many seniors live on fixed income and rely on social security and disability along with other supportive services to make ends meet each month. Additionally, many seniors may not have the mobility or tools to properly maintain their homes and may also need special adaptions to their homes, like an ADA-complaint shower or wheelchair ramp. The City of Abilene and other local community organizations offer programs to help seniors and low-income individuals with housing repairs if they qualify, but general awareness around programs is low.

Persons with physical or developmental disabilities often require special facilities and care. Persons with developmental disabilities sometimes lack the capacity to care for themselves and rely on a caretaker to see to their daily needs. More often than not the caretaker is a parent or grandparent. If the child outlives the parent who provides their care all their lives, other arrangements must be made for their continued care. This group can include all ages, races, and ethnicities.

What are the housing and supportive service needs of these populations and how are these needs determined?

Housing and supportive service needs of these populations include:

- Group housing,

- Physical rehabilitation and medical care,
- New job training skills,
- Extensive medical care and treatment,
- Rehabilitation programs,
- Counseling/ support groups to deal with mental health and/or substance use disorders,
- Addressing unemployment and the resulting loss of income/ insurance coverage due to inability to perform job functions,
- Medical care/prescription medications, straining their already limited income,
- Special transportation needs due to medical and physical condition,
- Mobility assistance in normal daily activities,
- Assistance in meal preparation, housekeeping and shopping, and
- Physical rehabilitative care due to injury/falls. These needs were compiled through consultation with service providers.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

According to the 2019 Texas DSHS HIV Surveillance report, 12 individuals were diagnosed with HIV in Taylor County in 2018, a rate of 8.7 per 100,000 population. This number is a much lower rate than the Texas state average (15.7 per 100,000). Statewide, males average higher rates than females, Black or African American persons average higher rates than other races/ethnicities, and the age group with the highest rate of HIV diagnosis are aged 25-29.

Discussion:

Non-homeless special needs populations encompass a wide variety of persons and households and cannot be easily categorized except in very general terms. Many are coping well with their situations with the need for public assistance. Some have needs that can only be met with help from outside their family. Some family members are on the verge of homelessness themselves and struggle from day to day. Some live independently, while others depend on family or caregivers to help them on a daily basis. Needs for these populations are as varied as the populations are themselves and depend on individual situations.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The Public Facility Needs identified in the city through the Consolidated Planning process included childcare centers, youth centers, and health facilities.

How were these needs determined?

The City conducted a survey of residents and service providers asking their input into the ranking process for the variety of uses of CDBG and HOME funds. The survey was available online and distributed at community focus group sessions, Consolidated Plan forums, and through community organizations. While the survey was not a statistically reliable instrument for prioritizing, it was a useful tool to include community concerns and preferences into consideration. A total of 232 survey responses were received. Staff took the results of the survey and the comments received in the focus group sessions and forums and completed the ranking process.

Describe the jurisdiction's need for Public Improvements:

The Public Improvement Needs identified in the city through the Consolidated Planning process included the need for maintenance, enhancement and expansion of streets, especially removal of potholes and alleyway repairs, ADA accessible sidewalks, drainage, water and sewer connections.

How were these needs determined?

The City conducted a survey of residents and service providers asking their input into the ranking process for the variety of uses of CDBG funds. The survey was available online and was distributed at community focus group sessions, Consolidated Plan forums, and through community organizations. While the survey was not a statistically reliable instrument for prioritizing, it was a useful tool to include community concerns and preferences into consideration. A total of 232 survey responses were received. Staff took the results of the survey and the comments received in the focus group sessions and forums and completed the ranking process.

Describe the jurisdiction's need for Public Services:

The following Public Service Needs were identified in Abilene:

Improve the quality of programs and facilities for health and safety, information, transportation and recreation services

- Support the expansion of comprehensive affordable health/dental, substance abuse, and mental health services
- Provide and expand social and recreational services and facilities including but not limited to, youth, seniors, and individuals with disabilities
- Expand neighborhood crime prevention strategies, law enforcement services, code enforcement, and domestic violence/child abuse services
- Support maintenance, enhancement, and expansion of affordable quality childcare
- Support maintenance, enhancement, and expansion of transportation services

How were these needs determined?

In evaluating public services, the City conducted a survey of residents and service providers asking their input into the ranking process for the variety of uses of CDBG funds. The survey was available online and a paper copy was distributed at community focus group sessions, Consolidated Plan forums, and through community organizations. While the survey was not a statistically reliable instrument for prioritizing, it was a useful tool to include community concerns and preferences into consideration. A total of 232 survey responses were received. Staff took the results of the survey and the comments received in the focus group sessions and forums and completed the ranking process.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The local housing market affects the availability and affordability of housing. In Abilene, the housing market has slowly rebounded from the foreclosure crisis of the last decade. With that recovery, housing prices have increased, but are still affordable for most of the population with historically low mortgage interest rates found in the current market. The following analysis looks at a variety of data from the American Community Survey, the U.S. Census, the Abilene Housing Authority, and homeless service providers to present a picture of the local market.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

The housing stock in Abilene is weighted heavily toward single-family housing, with 69% of households residing in single-family detached structures, while 8.5 percent reside in structures with two or more units. Approximately 55% of households are homeowners, with nearly 80% of owner households living in housing units with two or three bedrooms. With over 11,900 multifamily units serving over 17,000 renter households, the data suggest that about 9,700 renter households reside in single-family structures, either attached or detached. The use of single-family structures for rental housing does address some of the need for larger housing units for renter households. The data suggests the need for rental units with multiple bedrooms for households with two or more individuals, such as families with children.

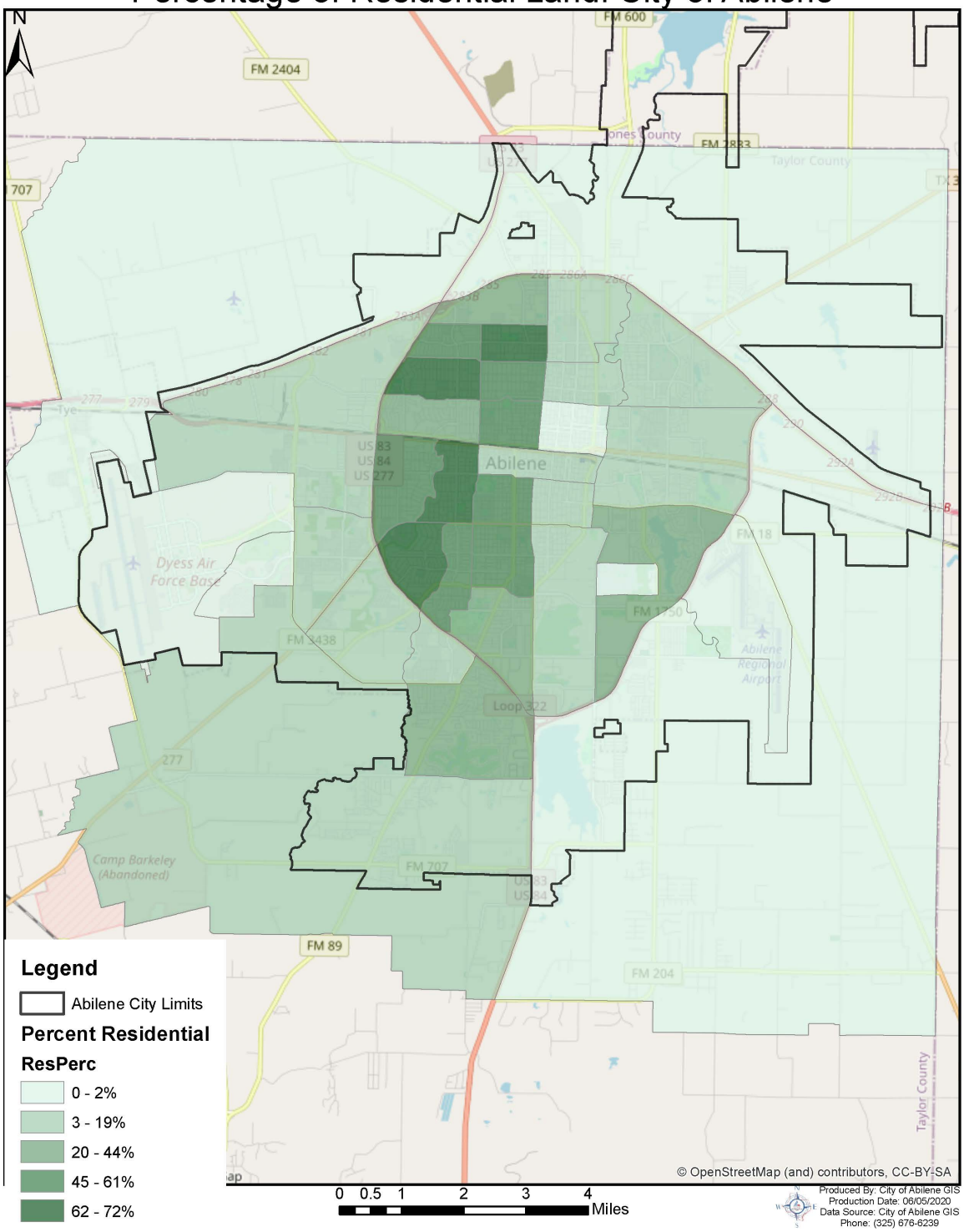
All residential properties by number of units

Property Type	Number	%
1-unit detached structure	33,691	69.1%
1-unit, attached structure	1,443	3.0%
2-4 units	4,147	8.5%
5-19 units	5,564	11.4%
20 or more units	2,194	4.5%
Mobile Home, boat, RV, van, etc.	1,700	3.5%
Total	***48,739***	***100%***

Table 27 – Residential Properties by Unit Number

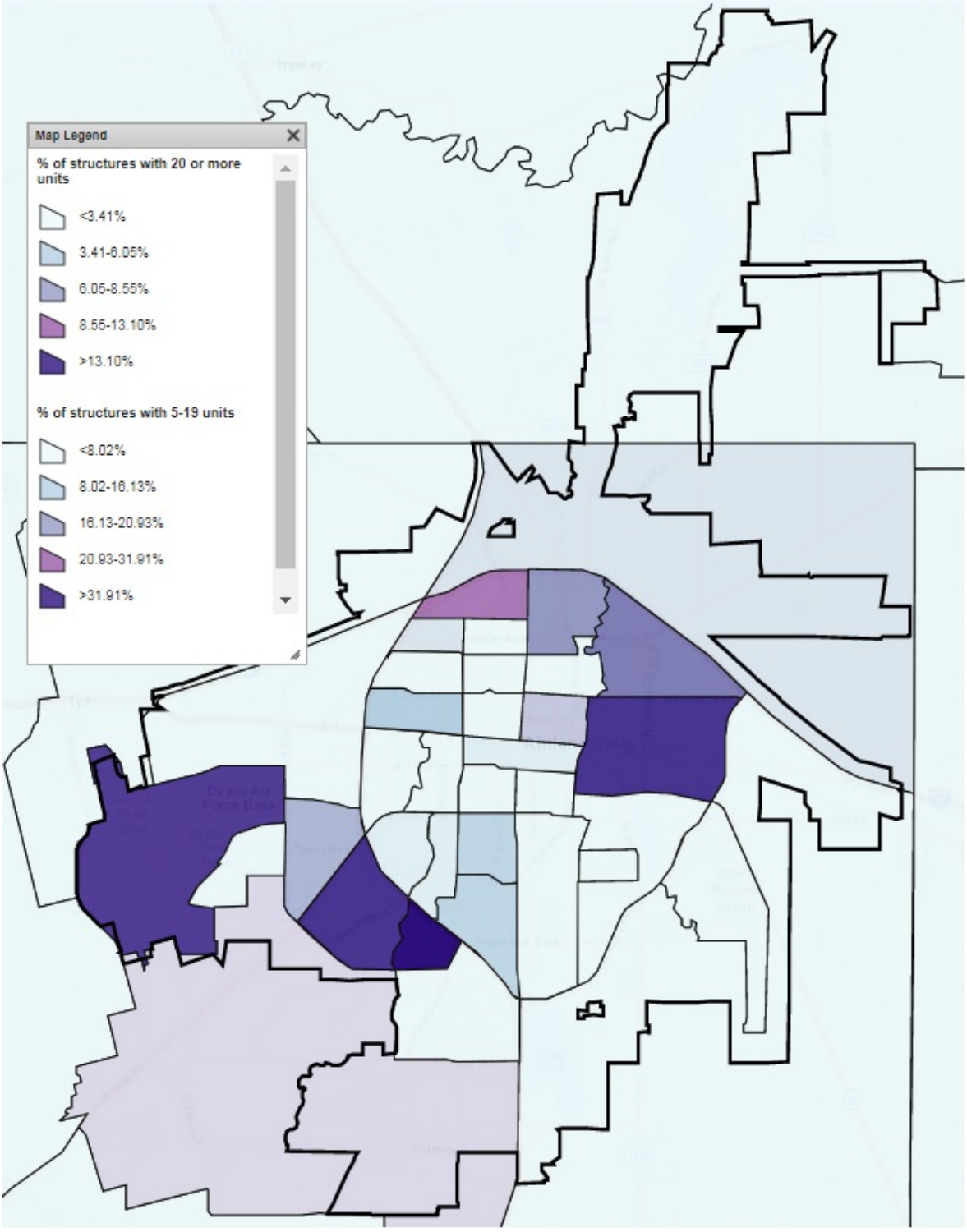
Data Source: American Community Survey, 2013-2017 5-Year Estimates

Percentage of Residential Land: City of Abilene



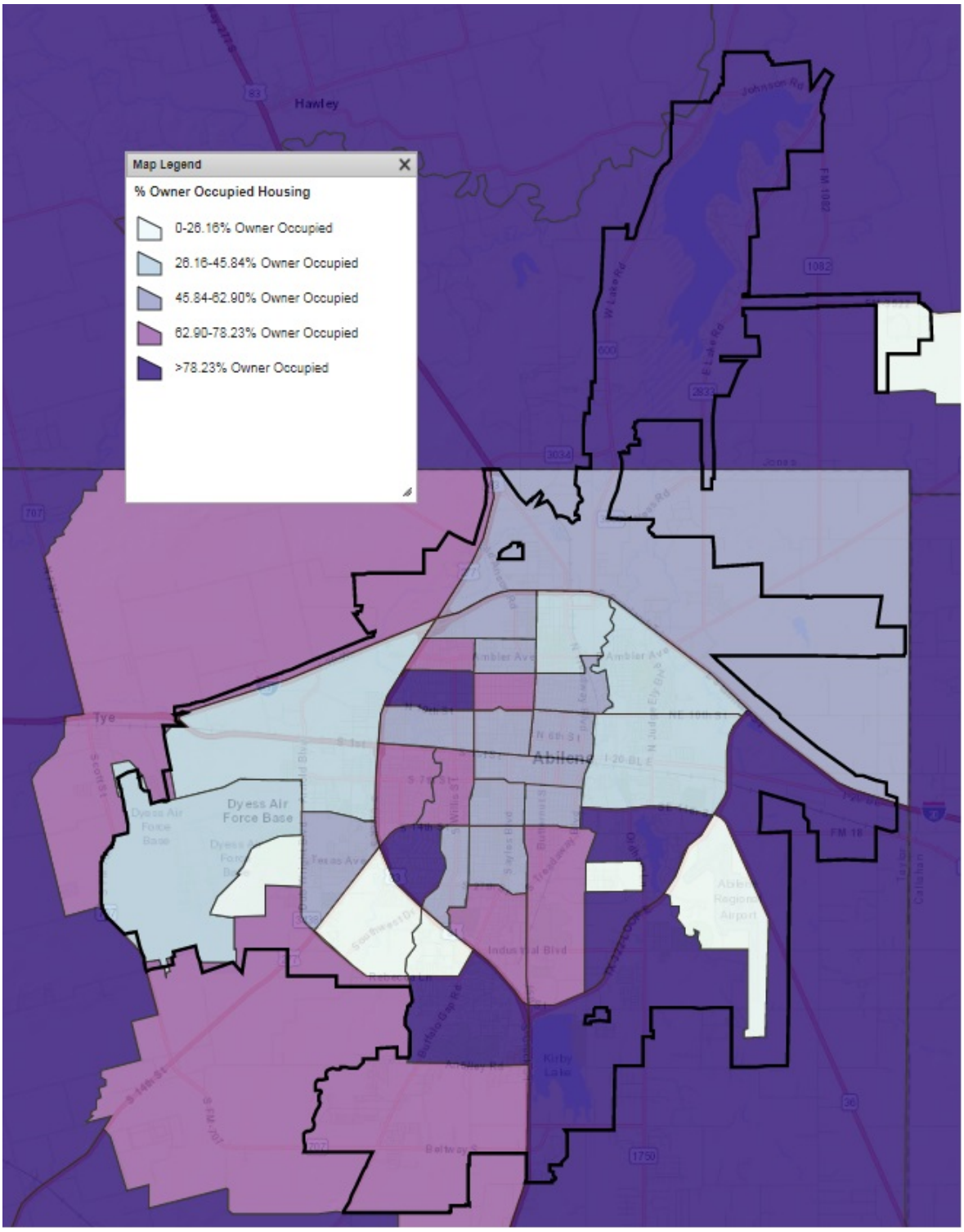
Percent Single-Family Units

Map Source: City of Abilene



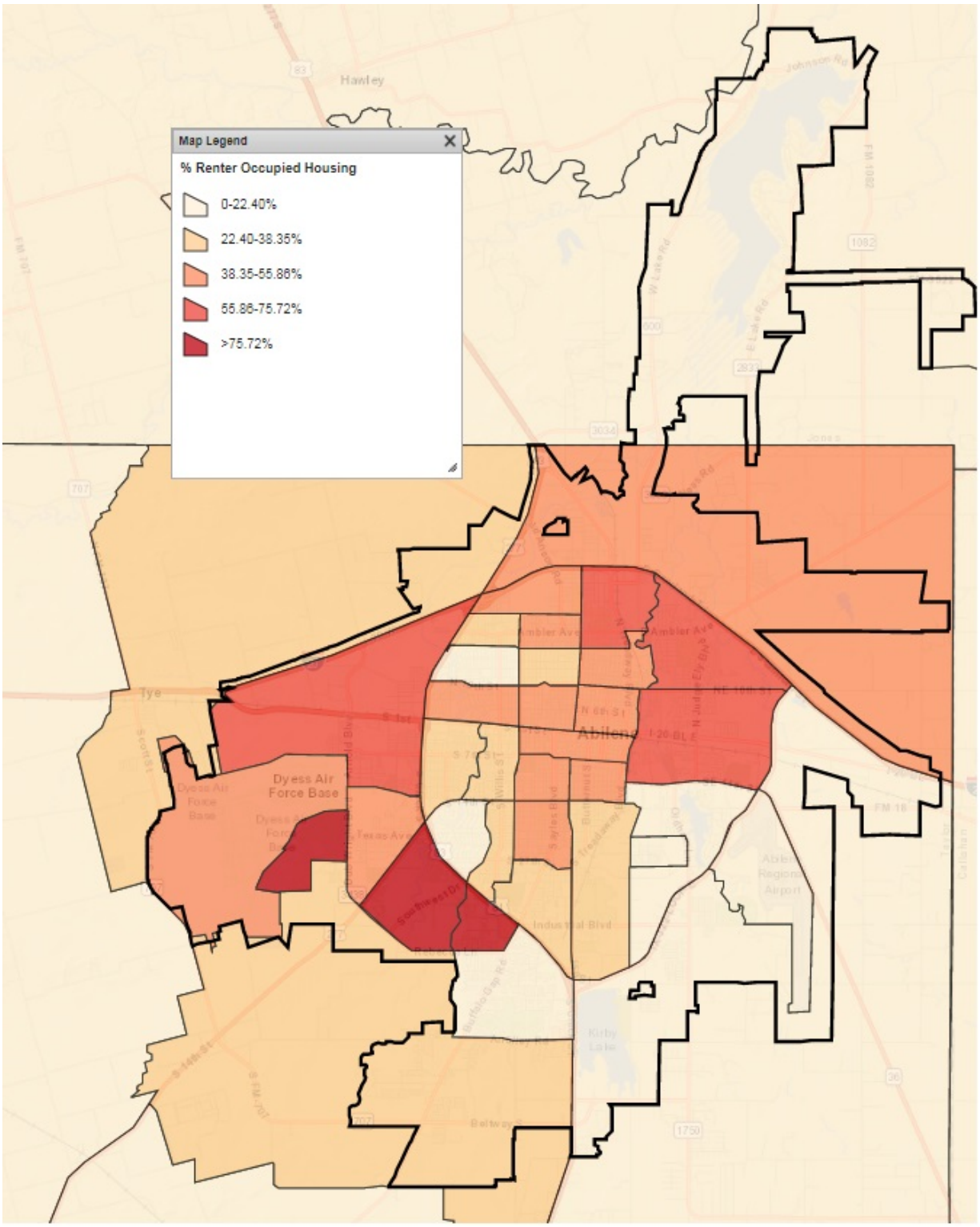
Percent Multifamily Housing 5 or More Units

Map Sources: US Department of Housing and Urban Development, Affirmatively Furthering Fair Housing Mapping Tool, Release November 2017. Available at https://egis.hud.gov/affht/ ; CPD Maps.



Percent Owner-Occupied Units

Map Sources: US Department of Housing and Urban Development, Affirmatively Furthering Fair Housing Mapping Tool, Release November 2017. Available at https://egis.hud.gov/affht/ ; CPD Maps.



Percent Renter-Occupied Units

Map Sources: US Department of Housing and Urban Development, Affirmatively Furthering Fair Housing Mapping Tool, Release November 2017. Available at https://egis.hud.gov/affht/ ; CPD Maps.

Unit Size by Tenure

	Owners		Renters	
	Number	**%**	**Number**	**%**
No bedroom	111	0.5%	624	3.2%
1 bedroom	363	1.6%	4,495	23.4%
2 or 3 bedrooms	18,357	79.6%	12,605	65.5%
4 or more bedrooms	4,220	18.3%	1,512	7.9%
Total	***23,051***	***100%***	***19,236***	***100%***

Table 28 – Unit Size by Tenure

Data Source: 2013-2017 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

The Abilene Housing Authority (AHA) continues to manage 213 public housing units at four separate sites. The AHA has three sites that are multi-family, and one site that is an elderly/disabled site. The sites are as follows:

- Earl Williams Complex 4398 North 7th St. – 75 units that consists of 1, 2, 3, and 4 bedroom units. One main office and community center combined.
- Riviera Complex 3001 North 6th St. -38 units that consists of 2, 3 and 4 bedroom units. One community center and laundry facility combined.
- Vogel Complex 2100 Vogel and 2250 Vogel – 72 units that consists of 1, 2, 3, and 4 bedroom units. One maintenance building.
- Robert Deegan Complex 3402 Rebecca Lane – 28 units that consists of 1 bedroom units for elderly/disabled. One community center and maintenance building combined.

All units are targeted to low-income households, defined as households with incomes between 21% and 60% of the area median income. However, the current occupancy of public housing units reveals that APH developments typically serve household with much lower incomes, below 30% of the area median income. The AHA manages 1,726 Section 8 Vouchers.

According to HUD's 2012 Low Income Housing Tax Credit (LIHTC) database, the City had over 1,200 units funded by the program. Of those over 1,100 were targeted to low-income groups.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

The HUD multi-family housing database indicates that there are 281 subsidized housing units in Abilene. Of that total, 37 units are in a community with a loan maturity date of 2036, 189 units are in a community with a loan maturity date of 2043, with the remaining 55 units in a community with a loan maturity date of 2044. This suggests that there is little risk of loss of affordable housing units from the inventory in the near future.

Does the availability of housing units meet the needs of the population?

Seventy-two percent of all households in Abilene reside in single-family homes. While this is often considered ideal in terms of raising a family, the growing senior population may require a different type of housing than single-family. In the coming years, the growing senior population may put more market pressure on smaller apartment units, particularly efficiencies and one-bedroom units, which could serve a large senior or elderly population, as they look to downsize from the single-family home in which they raised their families. Additionally, seniors have unique housing needs as they age, such as the need for ADA-complaint housing and wheelchair ramps. Future development of units designed with retirees in mind and active senior apartment communities may take on a larger presence in the housing market.

Describe the need for specific types of housing:

As shown in the Units by Tenure data, the vast majority of owner households reside in homes with two or more bedrooms (98%). By comparison, renters also utilize similar sized unit with multiple bedrooms at 73 percent. However, twice as many homeowners (18.3%) reside in households with four or more bedrooms compared to renter households (7.9%). While many renter households contain single or couple households with no children, a number of larger renter households are overcrowded in smaller rental units, less than three bedrooms. There is a potential need for more apartment developments with larger units, particularly three or more bedrooms.

Discussion

The largest sector of housing units in Abilene are in single-family structures (72%). About a quarter of renter households, (23.4%) live in one-bedroom units. As the demographics of the city and state start reflecting the aging of the baby boom generation, the housing market will need to adapt to provide new housing opportunities for those seeking to downsize from their family home to smaller units, some of which might be in senior's communities where residents can participate in a variety of community activities, including meals, exercise, shopping, and entertainment. Additionally, seniors may need specialized housing to meet their health needs as the age, such as wheelchair ramps and ADA-complaint showers. The housing stock also needs additional supplies of larger rental units, some of which may come from the baby boomers moving to smaller units. Data supports the need for larger rental units for households as approximately 73% of renters reside in a two or more bedroom unit. There is a modest inventory of HUD insured rental units in Abilene (281 units) with maturity dates in 2036, 2043, and 2044, suggesting little risk of loss of affordable housing units in the near future.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

Housing costs are a major portion of any households' monthly budget. In 2010, the median home value in Abilene was $88,400. By 2017, the median value increased by 20.8 percent to $106,800. Rental costs had similar, though somewhat lower, increases rising 12.5 percent from $723 in 2010 to $814 in 2017. In Abilene, 66 percent of renter households paid less than $1,000 per month in rent. Just over seven percent of the rental housing stock was affordable to households earning less than 30 percent of the area median income. There were no homes priced in a range that would be affordable for a household earning less than 30 percent of the area median income.

Cost of Housing

	Base Year: 2010	Most Recent Year: 2017	% Change
Median Home Value	$88,400	$106,800	20.8%
Median Contract Rent	$723	$814	12.5%

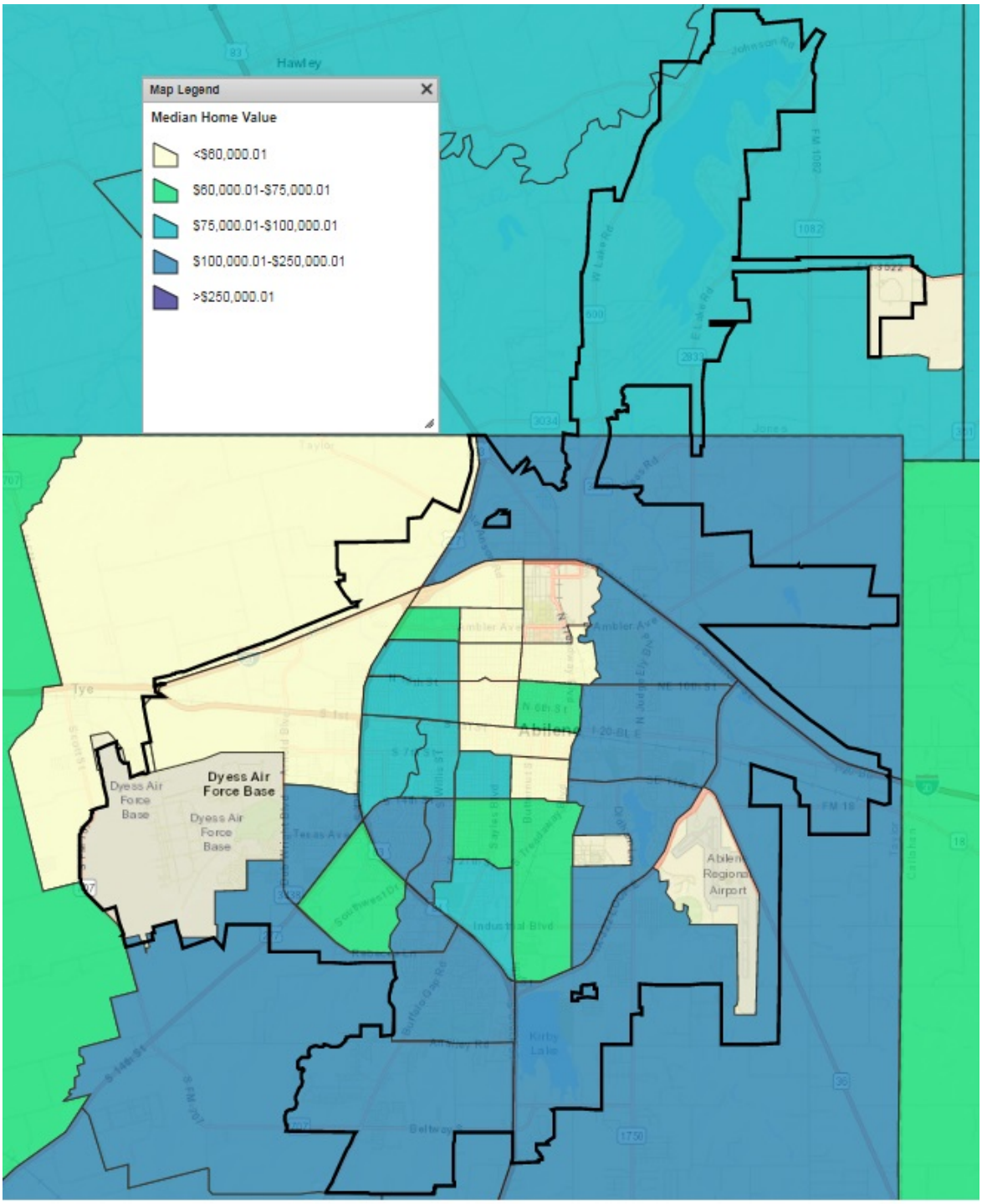
Table 29 – Cost of Housing

Data Source: American Community Survey, 2013-2017 5-Year Estimates

Rent Paid	Number	%
Less than $500	1,800	10.0%
$500-999	10,100	56.3%
$1,000-1,499	4,531	25.2%
$1,500-1,999	1,067	5.9%
$2,000 or more	454	2.5%
Total	***17,952***	***100.0%***

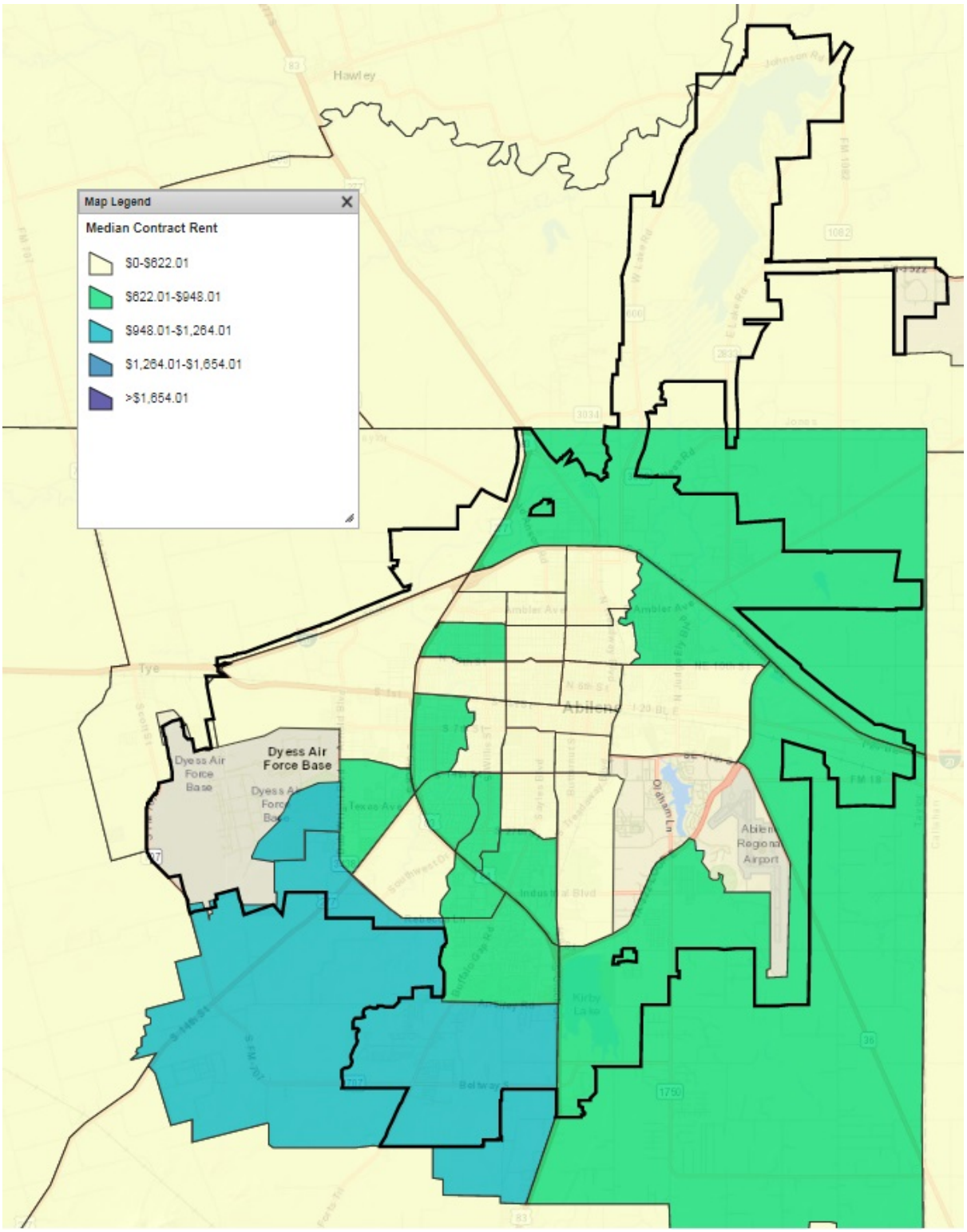
Table 30 - Rent Paid

Data Source: American Community Survey, 2013-2017 5-Year Estimates



Median Housing Value

Map Sources: US Department of Housing and Urban Development, Affirmatively Furthering Fair Housing Mapping Tool, Release November 2017. Available at https://egis.hud.gov/affht/ ; CPD Maps.



Median Contract Rent

Map Sources: US Department of Housing and Urban Development, Affirmatively Furthering Fair Housing Mapping Tool, Release November 2017. Available at https://egis.hud.gov/affht/ ; CPD Maps.

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	740	No data
50% HAMFI	2745	10,545
80% HAMFI	6690	5,625
100% HAMFI	No data	1,945
Total	**10,175**	**18,115**

Table 31 – Housing Affordability

Data Source: 2012-2016 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	598	621	822	1,064	1,367
High HOME Rent	598	621	822	1,030	1,1129
Low HOME Rent	551	590	708	818	912

Table 32 – Monthly Rent

Data Source: HUD FMR and HOME Rents, 2019

Is there sufficient housing for households at all income levels?

The housing stock for the lowest income households are very limited with about seven percent of housing units available for renters earning 30% HAMF. Housing for sale at a price point affordable for low income earners is low or unavailable and what may be available is likely uninhabitable or needs extensive repairs.

With this limited housing stock, many households are forced to spend more of their income on housing expenses, moving up to higher priced rental housing. This creates a cost burden for those households, requiring that they spend more than 30 percent of their household income on housing expenses. In many cases it creates a severe cost burden, requiring more than 50 percent of their income for housing. In some cases, households are forced to double-up with other families, sharing housing units that were designed for only one household.

How is affordability of housing likely to change considering changes to home values and/or rents?

With a 21% increase in median home value, homeownership is becoming less affordable, especially those earning very low incomes or may be living of fixed incomes like social security and/or disability. With an improving economy, pressure on homeownership is likely to increase as the housing market recovers from the mortgage foreclosure situation of the recent past and home prices return to pre-2008 levels and grow even more. On the other hand, mortgage interest rates are at historic lows, which make home purchases more affordable than would have been possible in 2000 when rates were higher. The lower interest rates are, to some extent, responsible for the rise in home prices since 2000 as an individual household is able to afford a higher home price with the lower interest rate. Rents, however, rose at a slightly slower pace at 12.5 percent between 2010 and 2017. Rents are less affordable than in 2010 and the demand for rental housing is most likely higher than in 2010 with former homeowners who lost their homes to foreclosure looking for rental housing instead of looking to buy. The COVID-19 pandemic has had an impact on the economy and housing market starting in March 2020 and its long-term effects are currently unknown, but the local economy is likely to be sluggish over the next 12 months. The smaller supply of available houses for sale have increased the average sales price of homes in spring and summer 2020. Some housing experts predict that there may be a rise in foreclosures in the next 12-18 months.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

High HOME rents are relatively close to Fair Market Rents and all HOME rents as shown for 2019. These data suggest that the development of new rental housing units may increase the area median rent, while possibly remaining within the fair market rents for the area.

Discussion

Competing factors in the housing market, rising prices and historically low mortgage interest rates, have kept homeownership affordability somewhat constant over the past decade. The mortgage market, however, created a situation through "liar" loans and adjustable rate mortgage products where large numbers of homeowners lost their homes to foreclosure. This resulted in a bubble in the supply of homes on the market and a dip in home prices, but many were unable to take advantage of the market conditions because of a tightening of mortgage requirements and the inability of many to qualify for mortgage under the more stringent rules. Rents, on the other hand, increased by 12.5% since 2010, putting pressure on lower income households looking for rental opportunities.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

The condition of housing units highly correlates to the income of the household residing within those housing units. In Abilene, 81.9% of owner-occupied housing units and 54.5% of renter-occupied housing units have no housing problems reported. Four conditions are represented as housing problems, including lack of complete kitchen facilities, lack of complete plumbing facilities, more than one person per room, and cost burden (paying more than 30% of household income on housing expenses). The data show that 17.5% of owner households and 41.7% of renter households have one housing problem or condition. Presumably, this one housing problem is most likely either cost burden or substandard housing, with the later more likely for renter housing than for owner housing. Approximately 66% of owner-occupied housing and 57% of renter-occupied housing were built prior to 1980, making those units potential sources of lead-based paint contamination. While not all will have lead-based paint, the age of the units suggests that at one time lead-based paint may have been used on the unit and provides a potential hazard, particularly for households with children present. Abilene has 4,355 units, both owned or rented, built before 1980 with children present in the household. This accounts for 21% of the houses built prior to 1980 that may contain lead-based paint and provide a potential hazard to young children. It is reasonable to assume that a large number of these households are lower income households due to the fact that older housing stock is often filtered down through the income categories to the lowest income households.

Definitions

Substandard condition is defined as a combination of incomplete kitchen or plumbing facilities, missing windows or exterior doors, severely compromised foundations, outdated electrical infrastructure, holes in floors or walls, and holes in roof or severely compromised roofing materials preventing closure from weather penetration. Many units with a combination that includes all these conditions may be unfit for human occupation. Some may be candidates for rehabilitation, others may not be. Substandard condition suitable for rehabilitation are units where the home is determined to be less than 60 percent deteriorated or the cost of the combination of needed repairs of all conditions does not exceed the estimated after-rehabilitation value of the house.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	4,040	17.5%	8,028	41.7%
With two selected Conditions	134	0.6%	632	3.3%
With three selected Conditions	0	0.0%	97	0.5%
With four selected Conditions	0	0.0%	0	0.0%
No selected Conditions	18,877	81.9%	10,479	54.5%
Total	***23,051***	***100%***	***19,236***	***100%***

Table 33 - Condition of Units

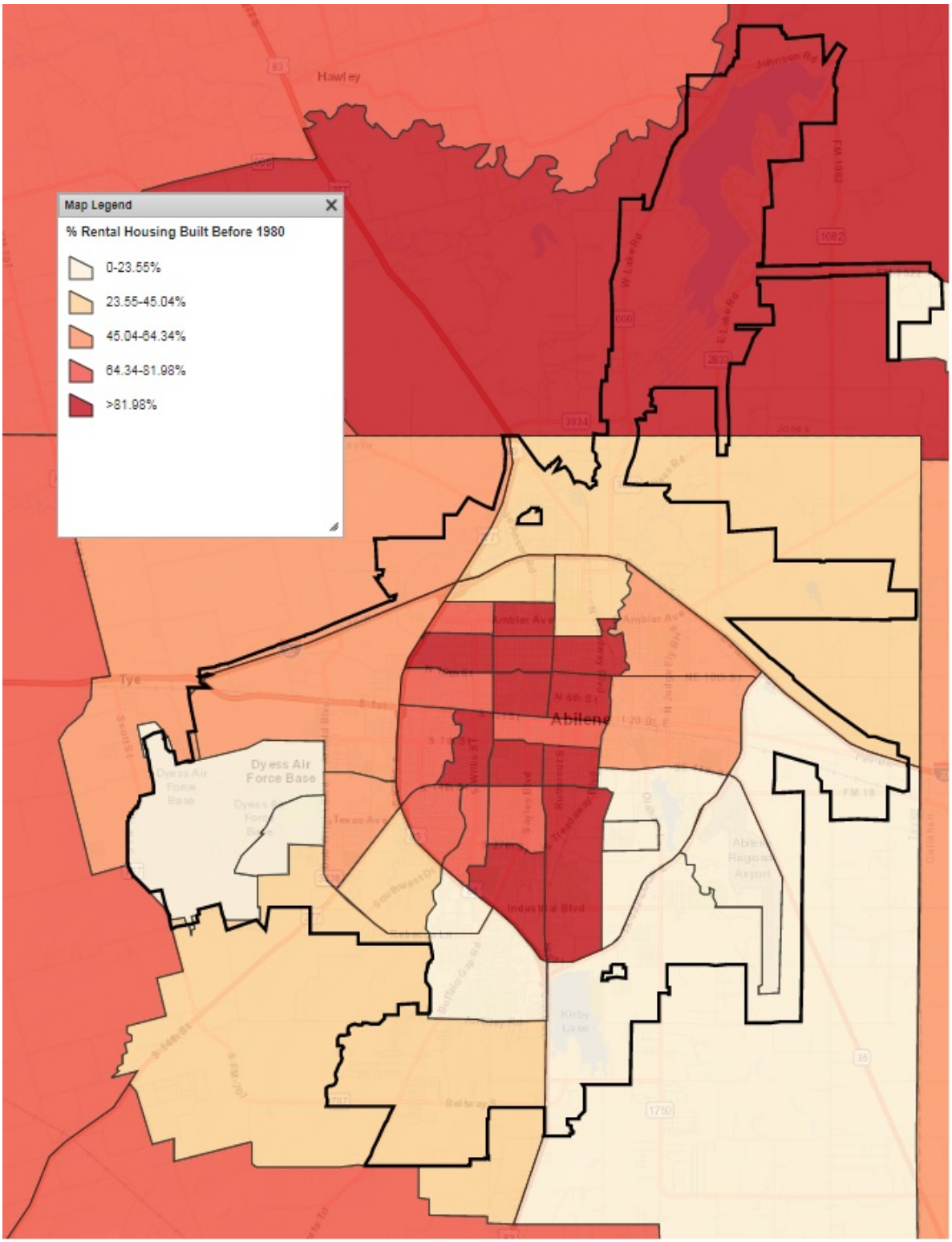
Data Source: 2013-2017 American Community Survey, 5-Year Estimates

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	3,028	13.1%	2,807	14.6%
1980-1999	4,170	20.4%	5,460	28.4%
1940-1979	13,438	58.3%	9,882	51.3%
Before 1940	1,875	8.1%	1,087	5.7%
Total	***23,051***	***100%***	***19,236***	***100%***

Table 34 – Year Unit Built

Data Source: 2013-2017 American Community Survey, 5-Year Estimates



Percent Pre-1980 Rental Units

Map Sources: US Department of Housing and Urban Development, Affirmatively Furthering Fair Housing Mapping Tool, Release November 2017. Available at https://egis.hud.gov/affht/ ; CPD Maps.

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	15,270	67.09%	10,905	55.38%
Housing Units build before 1980 with children present	2,020	8.88%	2,335	11.86%

Table 35 – Risk of Lead-Based Paint

Data Source: 2013-2017 American Community Survey, 5-Year Estimates

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	ND	ND	ND
Abandoned Vacant Units	ND	ND	ND
REO Properties	ND	ND	ND
Abandoned REO Properties	ND	ND	ND

Table 38 – Vacant Units

Vacant Units in Abilene

According to the 2013-2017 ACS data, there were 48,739 housing units in Abilene. Of these, 22,492 (46.1% of total) were owner-occupied, 20,260 (41.7% of total) were renter-occupied, and 6,980 (14.3% of total) are reported to be vacant. Of those housing units that are vacant: 1,263 are for rent; 1,339 are rented, but not occupied; 0 are for-sale only; 753 are sold but not occupied; 175 are for migrant workers, seasonal, recreational, or occasional use; and 3,445 represent “all other vacant.”

At several focus group meetings, community members expressed a concern for the high number of vacant units in low-income neighborhoods. Vacant units can not only bring down the market value of housing around them, but may lead to squatting, unsafe environment due to decaying building structures, and increase crime rates. A few community members pondered whether the City or local developers could buy and fix up the houses and resell to low-income community members.

Need for Owner and Rental Rehabilitation

Over 66% of the owner-occupied housing stock and 57% of the renter-occupied housing was built prior to 1980, placing the age of that housing at more than 30 years old. As the housing stock ages, water infiltration and many other factors can cause rapid deterioration of housing units, particularly where the residents do not or cannot provide needed maintenance. In some areas of Abilene, the housing stock

may exceed 50 years of age and the median income of the residents of those areas may be less than 50% of the area median income. In these situations, it is likely that housing conditions generally throughout these areas are poor. Additionally, much of the older homes in Abilene were built in floodways, which require regular maintenance and repairs to fix water damage.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

The data shows that the number of housing units in Abilene built prior to 1980, and potentially where lead-based paint hazards might be found, includes 66% of all owner and 57% of rental housing. Almost nine percent of owner and 11.86% rental housing units built prior to 1980 were occupied by families with children present, a total of over 4,355 housing units. As housing units and neighborhoods age, they typically fall through the income classes from middle- or moderate-income households to lower income households. Neighborhoods that were once middle class become home to lower income groups as they age. Typically, with some exceptions, the oldest neighborhoods found are where the poorest residents are found. As a result, it is reasonable to assume that most of the 4,335 units in Abilene built prior to 1980 and occupied by families with children are likely occupied by low- or moderate-income families.

Discussion

There is an extensive need for rehabilitation programs in Abilene targeting the improvement of the City's oldest housing stock. These programs, which are currently ongoing throughout the City of Abilene with the City's CDBG and HOME funding, provide owners of owner-occupied, single-family housing to facilitate needed repairs which have not been affected by current or previous owners. These repairs include structural and cosmetic repairs both inside the unit and on the exterior and testing for and remediation of lead-based paint hazards in older housing units.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

Abilene Housing Authority manages an inventory of 213 public housing units in four developments. All units are targeted to low-income households, though the public housing units typically serve household with much lower incomes, currently below 30% of the area median income. Inspection scores for the housing developments with 95 overall score.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available			213	1,726			185	0	150
# of accessible units									
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 36 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

According to Abilene Housing Authority, the agency currently manages 213 public housing units. These units are well maintained and are in very good condition. These homes are located in subdivisions throughout the City. These units will provide affordable housing and homeownership opportunities for eligible housing authority residents and potentially other low to moderate-income residents in the community.

Public Housing Condition

Public Housing Development	Average Inspection Score
Public housing	92

Table 37 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Public housing units in Abilene are managed and maintained by the Abilene Housing Authority. These homes are located in subdivisions throughout the City. These units will provide affordable housing and homeownership opportunities for eligible housing authority residents and potentially other low to moderate-income residents in the community.

The City continues to take the following steps concerning all government funded housing rehabilitation of public housing units and encourages the same on private housing projects.

- Inform all owners, occupants and landlords of lead-based paint hazards and provide information on methods for reducing risk of exposure in pre-1978 homes.
- Provide testing for any households whose children have been shown to have elevated blood lead levels. Require the family be moved to a post 1978 unit, or unit that has passed this test.
- Require inspections for lead at the same time other inspections or evaluations are conducted on City sponsored housing.
- ONS staff made Safe Work Practices training available to local contractors, CHDO personnel, staff and maintenance personnel. However, with the new State requirement, the ONS can no longer provide these classes.
- The City of Abilene ONS and the AHA have fully implemented HUD's Lead-Safe Housing Rule as required by the Office of Healthy Homes and Lead Hazard Control.
- Non-routine public housing improvements are conducted periodically to repair and install improvements such as refrigerators, ranges, AC guards, water heaters, state-mandated smoke detector installs, plumbing, sidewalks, and concrete ramps, etc.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

Abilene Housing Authority constantly works to keep public housing units in a state of good repair. Units are upgraded as needed to maintain marketability in the Abilene housing market.

Discussion:

Abilene Housing Authority manages an inventory of 213 public housing units in four developments and 1,726 Section 8 vouchers. Abilene Housing Authority constantly works to keep public housing units in a state of good repair.

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

Abilene has a variety of community organizations that provide emergency, transitional, permanent supportive housing beds and rapid rehousing for families, adults, and veterans. Abilene has approximately 250 beds for those who may need shelter typically on a first-come-first-served-basis.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	21	0	58	14	0
Households with Only Adults	147	0	0	7	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	6	0	0

Table 38 - Facilities and Housing Targeted to Homeless Households

Data Source Comments:

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

The data used for this analysis was derived from the West Texas Homeless Network survey conducted in conjunction with the Balance of State Point in Time Homeless Survey taken January 2020.

Services in place including but not limited to:

Rental/Mortgage/Utility Assistance

- AIDS Resources of Rural Texas
- Aspermont Small Business Development Center
- Central Texas Opportunities
- Community Action Program, Inc.
- First Baptist Church
- Episcopal Church of the Heavenly Rest
- Shackelford County Resource Center
- Taylor County Veterans Services Office
- The Salvation Army
- Christian Service Center of Abilene
- Christ Community Resource Center
- Abilene Baptist Social Ministries
- Methodist Service Center

Rental Assistance

- AHA
- Sweetwater Public Housing Authority
- Stamford Public Housing Authority

Outreach to Homeless on the Streets:

Love & Care Ministries - conducts outreach through the Mobile Medical Unit which provides access to medical and dental services at different sites.

Baptist Children's and Family Services (Our House) - provides street outreach to homeless youth. These unaccompanied youth receive food, shelter, clothing, tutoring, and counseling.

City Light Community Ministries - as part of the West Texas Homeless Network, City Light Community Ministries is an outreach program of the First Baptist Church, assisting homeless with various services.

Breakfast on Beech Street - provides outreach services to street homeless and low-income persons by providing food.

Drop-In Centers are operated by The Salvation Army and Love & Care Ministries to help homeless people learn about and access available services. Drop-In Centers offer a range of basic services, including food, showers, laundry, and clothing.

Outreach to Other Homeless:

The Drop-In Centers operated by The Salvation Army and Love & Care Ministries also provide outreach and services to homeless families.

With the addition of the 2-1-1 system across Texas, outreach to other homeless individuals has become easier. Anyone in need can use any phone to dial 2-1-1 for assistance and be connected immediately to Abilene's A Call For Help Community Resource Center.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Several local organizations such as social service agencies, charitable groups and religious organizations provide emergency/transitional housing and/or supportive services to the homeless and at-risk persons including abused women and children and those living with substance use disorders. The West Texas Homeless Network will continue to expand the HMIS in order to provide up-to-date information on services. Supportive services in the city are including but not limited to:

Life Skills Training

- BCFS
- The Salvation Army
- Faith Works
- Abilene Hope Haven, Inc.
- ARCADA

Mental Health and Counseling Services

- MHMR
- Noah Project
- The Salvation Army
- Medical Care Mission

Homeless Youth

- Abilene Independent School District Homeless Liaison
- Harmony Family Services
- New Horizons The Audrey Grace House
- Our House

Family Services

- Methodist Children's Home & Services
- New Horizons: Family Connections
- Presbyterian Children's Home & Services

Medical Care

- Taylor County Veteran Services Office
- Presbyterian Medical Care Mission
- Abilene/Taylor County Public Health District
- Medical Assistance for Area Citizens (MAAC)
- Shackelford County Community Resource Center

Employment Assistance

- West Texas Council of Government Career Centers
- Goodwill Industries
- Abilene Hope Haven
- Noah Project

AIDS/HIV Services

- Abilene/Taylor County Public Health District
- Big Country AIDS Resource
- AIDS Resource of Rural Texas

Transportation

- CityLink
- Classic Cab
- Veteran's Administration Medical Transportation

West Texas Legal Services

- Legal Advocacy Program
- Disability In Action
- Veterans Services

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

Special needs populations in Abilene include the elderly; frail elderly; persons with mental, physical, or developmental disabilities; persons with HIV/AIDS; and persons with substance abuse problems. Considering the non-homeless special needs population, many in these populations are currently having their housing and service needs met without or with limited public assistance. Circumstances, however, are subject to change and the more the community prepares for future needs, the better it will be able to meet those needs when they occur.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

The supportive housing needs of special needs populations in Abilene vary according to the population. In coming years, a large majority of the "Baby Boomers" will be retiring from employment and will likely live on fixed incomes. Additionally, as individuals age, they are more likely to develop age-related health conditions that could lead to a decline in overall health and mobility requiring specialized housing. These needs may include nursing care facilities targeted to lower income households who cannot afford private nursing home care. Permanent supportive housing options for persons with mental, physical, and developmental disabilities may also become a pressing issue as persons with disabilities, who were previously cared for by parents lose those caregivers to death or incapacity. With healthcare systems enabling persons with disabilities to live longer, many are now outliving their caregivers; thus, increasing the demand for group housing that provides the care this population needs.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

In a community the size of Abilene, there is constant communication between supportive service and housing providers. The West Texas Homeless Network has facilitated a more formal collaboration between service providers. The monthly Network meetings provide the forum for discussing obstacles and learning about new services. In addition, the local 2-1-1 Call for Help through United Way also meets quarterly with all agencies listed in their service to discuss needs. Case management remains the most effective way to coordinate services for homeless individuals and families and is the primary method used to move homeless individuals through the system.

For homeless persons entering the system, the 2-1-1 Texas A Call for Help Community Resource Center and the Homeless Management Information System (HMIS) can offer information and referral to case management and other supportive services. Most services are provided on a first-come, first-serve basis with the majority of programs having an application process and eligibility requirement.

Discharge Planning Policy

The Texas Balance of State Continuum of Care states basic provisions of a discharge policy include:

- Discharge from institutions into homelessness is prohibited.
- Discharge planning begins at entry into the institution, and appropriate planning processes are created and monitored.
- Access to mainstream service systems (establishing eligibility while still in the institution is necessary for reducing recidivism and homelessness).

The West Texas Homeless Network met with city/county government, hospitals, Department of Human Services, the Justice System, and law enforcement agencies to develop a team approach to discharge planning in the West Central Texas area. This involved a four-step strategy of identifying the scope of the problem, identifying priorities, locating resources, and implementing institutional change.

The Network's focus is to continue to identify the scope and nature of the problem. The following activities are conducted:

- Survey shelter providers to see what public institutions are releasing clients/inmates to the area shelters
- Identify public institutions that should be providing housing as part of discharge planning
- Have shelters keep record for a month on where shelter residents resided prior to entering the shelter
- Recruit participation in the Network from public institutions in the Networks' Continuum of Care service area including Abilene and the surrounding 13 counties.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City funds owner-occupied housing rehabilitation through direct loans and grants to low- and moderate-income homeowners for the rehabilitation of single-family residential structures. The City also funds a critical repair program in an attempt to maintain housing stock, so that non-homeless persons with special needs can continue to reside in their own homes. As homeowners age, they are often unable to continue to provide the maintenance needed to keep the home habitable. The City's programs work with those homeowners to address pressing issues that arise, such as roof leaks or plumbing failures, and more extensive rehabilitation needed to bring a home completely up to current building code.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs

identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

The City of Abilene funds the Adult Protective Services Partners Inc. (APSP) program that serves the elderly and persons with disabilities age 18 and older that are at risk of abuse, neglect or exploitation who have open cases with Adult Protective Services of the Texas Department of Family and Protective Services. The project activities may be supplemented by the State Adult Protective Services and APSP resources and/or contributions from clients served. This project is geared towards urgent needs and providing repairs to improve health and safety/security standards of the low and extremely low-income homeowner. The City operates housing rehabilitation and critical repair programs that provide assistance to low income, elderly, and special needs populations.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

The following barriers to affordable housing resulting from public policies of the City of Abilene are identified through the Consolidated Plan process:

Several barriers continued to negatively affect affordable housing: long waiting lists for public housing and independent living facilities for seniors, inability of residents to come up with rent deposits and utility deposits, due to local groups not having adequate funding because of low paying wages, the COVID-19 pandemic, and the economy. Housing affordability is also impacted by local factors such as the availability of land for new construction, conditions of current available units, the income of residents, the supply of housing, and housing costs. Affordable housing in Abilene is deterred by insufficient funds for down payment, lack of credit, and poor credit. In addition, the long-term affordability of a home, such as the required monthly principal, interest, taxes, and insurance payments, are often too high compared with available income for a low-income household. Furthermore, the availability of homes for sale in the price range and size for the low- to moderate-income family is limited. The Abilene Association of Realtors reported that the median sales price during April 2020 for a home was $176,900. The price is up 6.7% compared to April 2019. The housing inventory was down 12.1% in April 2020 compared to April 2019, but the smaller supply is likely due to COVID-19. Interestingly, the number of closed sales in April 2020 increased 9.5% compared to the previous year with homes only staying on the market for 2.6 months compared to three months indicating that there still may be a demand for housing.

The U.S. Department of Housing and Urban Development (HUD) describes a household experiencing a cost burden as having gross housing costs that are more than 30% of gross income. A household that experiences a severe cost burden is when gross housing costs are more than 50% of gross income. The cost of home ownership can affect the level of property maintenance, the ability of the household to pay property taxes and ultimately the household's ability to retain its home. Likewise, high rents (and prohibitive security deposits) can make it difficult for renters to afford units. With almost half of the Abilene households under the median income, the cost of ownership or renting also becomes a burden.

These burdens are caused by:

- Insufficient funds for down payment - Private lending institutions typically require home purchasers to provide 10 to 20 percent of a home's value as a down payment. Many low-income households are already rent burdened, paying as high as 40 to 50% of their income for housing. Such high costs for current shelter preclude these low-income households from accumulating the funds for a down payment.
- High existing debt of prospective purchasers - Many low-income households also are saddled with excessively high existing debt for such items as credit accounts, car payments, and medical expenses that prevent obtaining private lender financing.

- Need for property repairs - The homes most affordable to low-income households tend to be located in neighborhoods where property has been poorly maintained and requires repair. Therefore, low-income purchasers often confront the prospect of obtaining a home that will require further financial investment for property improvements. Money for such improvements is frequently unavailable to low-income buyers and private lenders often are unwilling to lend the necessary funds for acquisition and repairs. Complicating the situation further is the reality that such affordable housing is often located in neighborhoods where money invested in property improvements does not necessarily translate into a corresponding increase in the value of the property.
- Lack of credit - Many low-income homebuyers have no credit record because they pay most of their expenses in cash.
- Poor credit - A very common barrier to home ownership is a blemished credit record. Unfavorable credit information can stay on a credit record for up to seven years and bankruptcy records stay on the report for 10 years. Additionally, due to the COVID-19 pandemic, many lenders have increased their minimum credit score qualifications from 580 for FHA loans to the mid-600s.
- Available funding - A common barrier to affordable housing is available funding to the jurisdiction. When Federal funding to the jurisdiction is threatened, the availability of affordable housing for low-income persons is threatened, as well.
- Unemployment – According to the Bureau of Labor Statistics, the Abilene December 2019 workforce unemployment rate is 2.8%, which has remained steady since August 2019. However, due to the COVID-19 pandemic, unemployment has risen to 4.0% in April 2020. As unemployment rises, more people may face housing insecurity.
- Low number of living-wage jobs available.
- Housing inventory – There is a severe deficiency of rental units available for those living on very low incomes who can only afford a monthly gross rent of $500. Most of the available rental units in that category are one-bedroom or smaller units, which would not be optimal for families of more than two people. See attachment for comparison of existing housing inventory to household by price/rent afforded.

The City in partnership with non-profit organizations plans to undertake several activities to address barriers to affordable housing.

Public Policies

Public Policies - The City's zoning ordinance, development code and public policies were examined to reveal any current ordinances or policies that create barriers to affordable housing. Abilene's land development codes and zoning regulations address affordable housing and the provision of making allowances through the code to allow the construction of a variety of types of housing including single family and multifamily housing. Development regulations provide for the consideration of variances to development barriers that affect the feasibility of producing housing within the jurisdictions. Regulations

allow unrelated persons to reside in a single family structure by right without specific use or conditional use permits and has adequate provisions for group homes and special needs populations.

Affordable Housing –The City's Zoning and Development Policies do not provide incentives such as inclusionary zoning for developers to increase the production of affordable housing, and do not by policy provide for reduced fees or expedited permitting and zoning to all developers who propose affordable housing. While these incentives are not mandated by city policy the city does consider such request on a case by case basis as a means of increasing affordable housing.

Residential Investment – The City's Policies do not provide incentives for Residential Investment. While these incentives are not mandated by city policy the city does consider such request on a case by case basis as a means of increasing residential investment and affordable housing.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

Housing preferences are fulfilled by a household's ability to meet the financial needs of owning or renting their desired housing unit. The economic health of a community has a large impact on that ability through the job market, business activity, and the household's relative place in the economy determined by their level of education and employment status. The data below provide a look at where jobs and economic activity in Abilene provide employment opportunities and some descriptive consideration of education and employment levels.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	2,074	1,359	3.9	3	-1
Arts, Entertainment, Accommodations	5,881	6,160	11.0	14	0
Construction	3,501	2,828	6.6	6	0
Education and Health Care Services	15,319	12,029	28.	27	4
Finance, Insurance, and Real Estate	3,586	3,305	6.7	7	0
Information	689	893	1.3	2	0
Manufacturing	2,485	2,237	4.7	5	-1
Other Services	3,137	1,663	5.9	4	0
Professional, Scientific, Management Services	2,981	2,362	5.6	5	0
Public Administration	3,630	3,013	7.0	7	0
Retail Trade	7,278	6,248	13.7	14	-1
Transportation and Warehousing	2,201	1,078	4.1	2	-1
Wholesale Trade	1,181	1,992	2.2	4	-1
Total	53,943	45,167	--	--	--

Table 39 - Business Activity

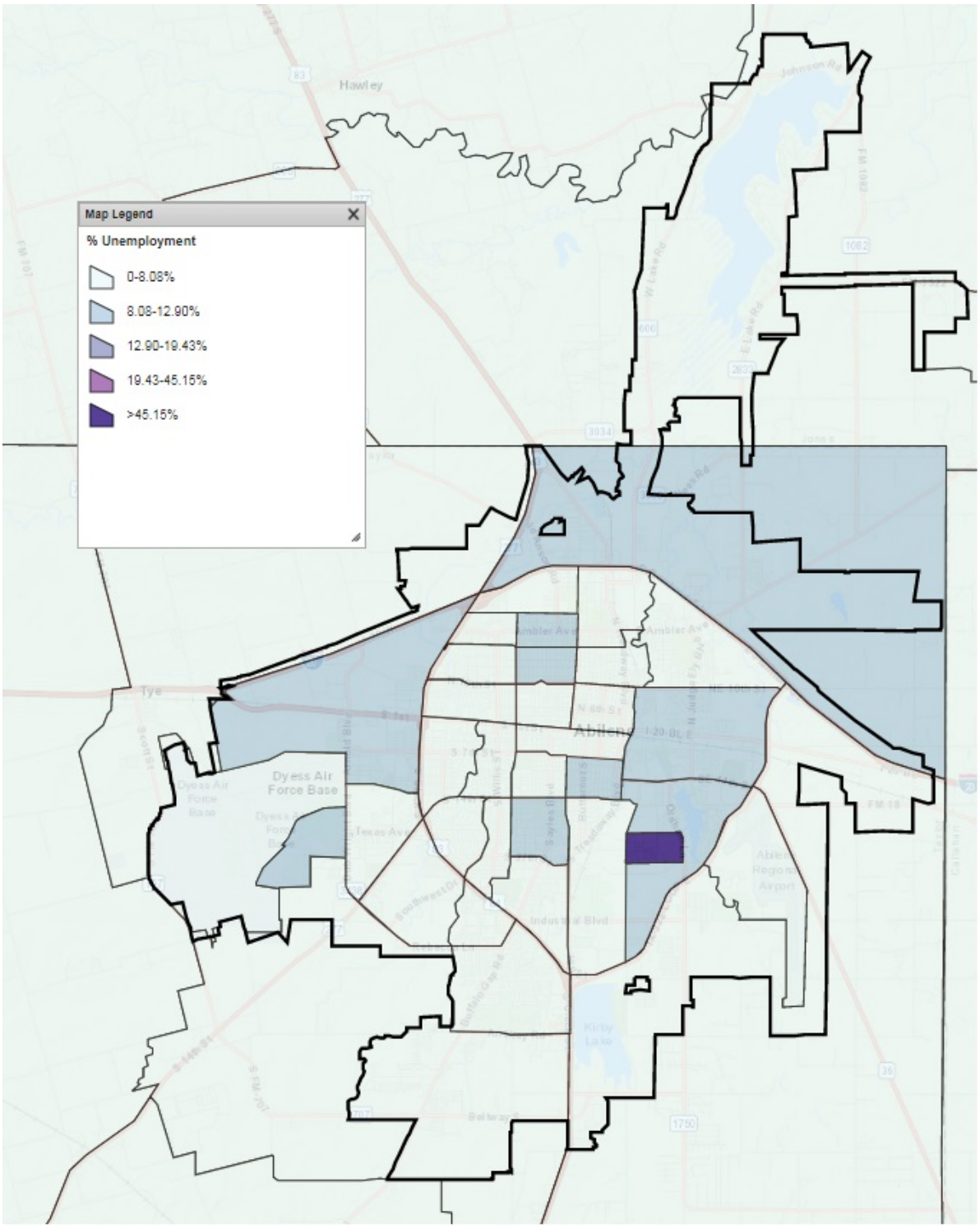
Data Source: 2013-2017 ACS 2013 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	59,438
Civilian Employed Population 16 years and over	56,703
Unemployment Rate	4.6
Unemployment Rate for Ages 16-24	9.7
Unemployment Rate for Ages 25-65	3.5

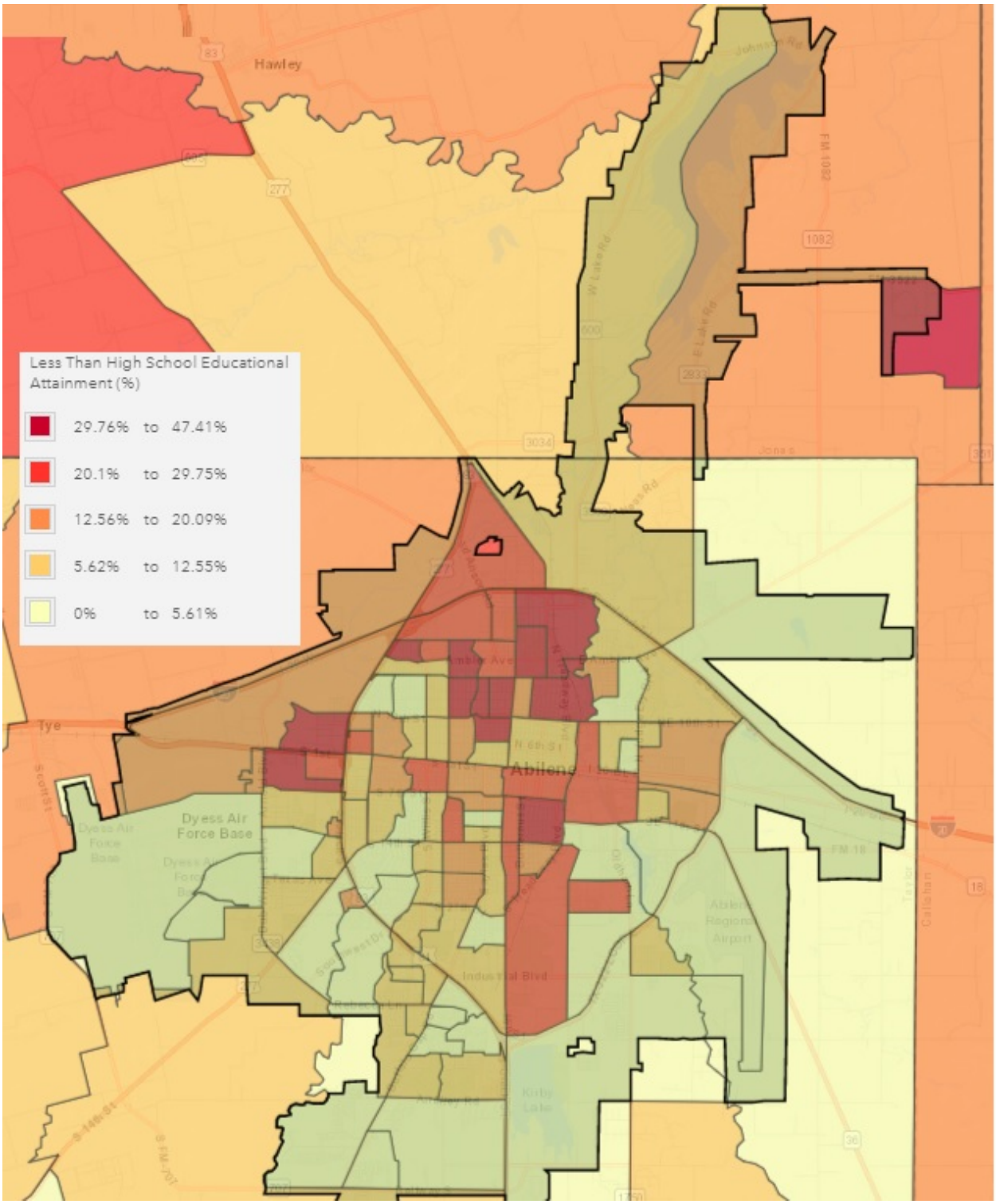
Table 40 - Labor Force

Data Source: 2013-2017 ACS



Unemployment Rate

Map Sources: US Department of Housing and Urban Development, Affirmatively Furthering Fair Housing Mapping Tool, Release November 2017. Available at https://egis.hud.gov/affht/ ; CPD Maps.



Percent Less than High School Education,

Map Sources: US Department of Housing and Urban Development, Affirmatively Furthering Fair Housing Mapping Tool, Release November 2017. Available at https://egis.hud.gov/affht/ ; CPD Maps.

Occupations by Sector	Number of People
Management, business and financial	10,778
Farming, fisheries and forestry occupations	119
Service	7,300
Sales and office	12,486
Construction, extraction, maintenance and repair	5,889
Production, transportation and material moving	5,779

Table 41 – Occupations by Sector

Data Source: 2013-2017 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	48,524	90.7%
30-59 Minutes	3,159	5.9%
60 or More Minutes	1,817	3.4%
Total	***53,500***	***100%***

Table 42 - Travel Time

Data Source: 2013-2017 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	4,009	224	4,040
High school graduate (includes equivalency)	11,109	459	6,925
Some college or Associate's degree	13,776	607	4,568
Bachelor's degree or higher	9,986	208	1,816

Table 43 - Educational Attainment by Employment Status

Data Source: 2013-2017 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	**25–34 yrs**	**35–44 yrs**	**45–65 yrs**	**65+ yrs**
Less than 9th grade	272	278	688	1,735	1,701
9th to 12th grade, no diploma	2,221	2,026	1,227	2,095	1,428
High school graduate, GED, or alternative	6,333	6,131	4,670	7,882	4,616
Some college, no degree	8,487	5,875	3,485	5,984	3,048
Associate's degree	879	1,550	1,222	1,792	751
Bachelor's degree	1,420	3,106	1,777	3,841	2,374
Graduate or professional degree	71	1,034	898	1,899	1,572

Table 44 - Educational Attainment by Age

Data Source: 2013-2017 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	$17,254
High school graduate (includes equivalency)	$25,767
Some college or Associate's degree	$31,151
Bachelor's degree	$42,311
Graduate or professional degree	$61,662

Table 45 – Median Earnings in the Past 12 Months

Data Source: 2013-2017 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The most active business sector in Abilene, in terms of the number of workers in the various industries, is education and health care services with 28% share of workers. Retail Trade is comprised of 13.715% of all workers. That sector is followed by arts, entertainment, and accommodations with 11% of workers. Finance, insurance, and real estate services had 6.7% share of workers, followed by the construction sector with a 6.6% share.

Describe the workforce and infrastructure needs of the business community:

The West Central Texas Comprehensive Economic Development Strategy is representative of the innovative evolution occurring within the West Central Texas Economic Development District. Historically, Districts and local Economic Development Corporations have focused on procuring new business to the region. This may occur through working with business new to the region or developing local entrepreneurship.

The West Central Texas Economic Development District best serves the region by expanding past roles, collecting and interpreting data to assist the region and our economic development partners with technical assistance and policy development. This shift will now bring new roles to the District by:

- Creating a virtual database of local information,
- Working with a Board of strategic planners to create a co-learning knowledge environment that promotes sustained regional growth,
- Identifying and leveraging area resources,
- Striving to eliminate quality of life and employment barriers for rural families and
- Examining new roles for communities to attract and maintain residents.

The District will work with local venture capitalists and Council Finance to provide financial assistance to area business, and aggressively pursue funding opportunities to alleviate concerns and stimulate economic development in emergent clusters.

According to the 2015-2020 Comprehensive Economic Development Strategy (http://www.wctcog.org/currentforms/CEDS15.pdf) for the West Central Texas Economic Development District identified the following economic barriers in its research:

- A decreasing population with outmigration of the younger workforce to other regions, loss of jobs over the past 10 year period,
- The need for long-term fixed-rate financing and revolving loans to assist small businesses from the Small Business Administration and other venture capitalists,
- Lack of manufacturing sales due to downturned economy,
- The need for new markets to purchase local products, and expand local sales tax
- The need for study of potential global export markets to purchase local product
- The need to expand renewable energy businesses and wind farms in the area and supply workforce training in this emerging field,
- The lack of affordable, safe single family homes for current and new residents and multi-family housing
- The need to assist younger families in the workforce with the purchase of homes and assist current residents with home and workplace modifications for disability accommodation
- The need to restore the population demographics with persons who have expendable incomes
- The need to promote cottage industry growth and entrepreneurship within the region

- The need to return contaminated empty buildings and lands to tax rolls through environmental remediation
- To provide area-wide recycling collection and transportation through creation of effective business models
- Expansion and rehabilitation of current wastewater treatment facilities and sewer lines to accommodate future business needs
- Additional water infrastructure to support increased business needs which includes water plants, water mains and water lines to emergent areas and the identification of additional water resources to capitalize on future growth
- Identification and procurement of needed broadband internet and voice over IP services with specific infrastructure requirements to respond to business needs and emergency service response
- The need to replace aging emergency response equipment associated with police, fire and ambulance services
- The need to expand demand response and or fixed route transportation services throughout the region to include educational transportation, and transportation of workers in the evening and weekend hours.
- The need to provide parents, especially commuting parents in the workforce with localized expanded-hour, affordable childcare options for birth to school age children throughout the year.
- The need to provide parents in the workforce with afterschool and summer care for children which provides tutorial, mentoring and skill development.

The analysis of the CEDS Survey public input and the massive regional data assessment serves to illustrate the challenges and opportunities within the regional makeup of human and economic assets and those posed by external and internal forces on our regional economy. Most importantly they reveal the characteristics to be considered and strategically prioritized when developing and prioritizing goals, objectives, and suggested/vital regional projects.

Goal One: Create a Regional Economic Innovation Hub that provides virtual regional and county data, provides technical assistance in data interpretation and provides infrastructure necessary to affect positive economic development.

Objective A: Continue maintaining a “one-stop” website with relevant CEDS data and links to economic development focused websites.

Strategy 1: Continue funding for website host while maintaining the wctedd.org website.

Strategy 2: Market website, data collection and technical assistance for data interpretation.

Strategy 3: Provide data and interpretation to regional entities upon request.

Objective B: Provide support to Economic Development Corporations, upon request, to procure additional resources for the region

Strategy 1: Provide technical support, upon request, for financing and infrastructure in the West Central Texas region.

Strategy 2: Provide technical assistance to other entities in securing funding to provide resources specific to veterans.

Goal Two: To mentor, counsel and assist local and new businesses, and particularly small and mid-size businesses, through the expansion of financial assistance and advisory services.

Objective A: Expand the size and scope of allocated federal loan assistance and revolving loan funds to the region.

Strategy 1: Market availability of loans to the regional interests.

Strategy 2: Consult with all entities inquiring about business acquisitions, start-up and financial assistance.

Strategy 3: Support funding of loans to businesses in the region with low interest fixed rate long term loans through SBA, EDA and revolving loan funds.

Strategy 4: Coordinate and create opportunities to leverage resources with existing programs such as Council Finance, Small Business Development Centers, etc to establish new ventures to expand local business.

Objective B: Explore creation and viability of business incubation programs in the region.

Strategy 1: Assist in obtaining funding to initiate business incubation, provide technical assistance as needed.

Strategy 2: Assist in promotion of vast low density areas with higher technical potential for solar energy, wind energy and other renewable energies.

Strategy 3: Promote availability of workers transferrable skills, when possible, to new and emergent business in the area under the leadership of the Workforce Solutions of West Central Texas. Advocate for additional funding to the Workforce to train workers in emergent occupation clusters jobs.

Strategy 4: Promote business incubation and entrepreneurship within local cottage industries and for retirees seeking to embark on “second careers”. Assist with promotion of region as an

affordable alternative for retirement with a low cost of living, available health care, high quality of life and financial support of entrepreneurship in second careers.

Objective C: Expand or create export from regional economic clusters.

Strategy 1: Assist businesses with existing export transactions those that wish to enter into export opportunities.

Goal Three: Support funding for improved infrastructure in needed areas to attract new business and meet growth needs of existing business.

Objective A: Partner with West Central Texas Council of Government, the United States Department of Agriculture and other Federal and State agencies for funding sources to develop infrastructure.

Strategy 1: Provide local municipalities with technical assistance and support to improve local water plants, water mains and water lines to secure area economic development.

Strategy 2: Provide local municipalities with technical assistance and support to improve local solid waste, wastewater and sewer infrastructure to secure area economic development.

Strategy 3: Support application for funding to remediate hazardous and petroleum based contaminated lands and buildings which currently serve as barriers to economic development. Additionally, funding will return lands and buildings to the tax rolls and expand the current sales tax base.

Strategy 4: Support municipalities in Identification of effective business partners to perform area-wide recycling transportation and collection, upon request.

Goal Four: Encourage development of safe and affordable housing throughout the region which is consistent with local real estate demographics and patterns.

Objective A: Provide technical assistance, upon request, to area partners to secure avenues to develop a plan to assist residents to build individual assets.

Strategy 1: Whenever possible, in association with local builders, non-profits and federal and state housing programming, support securing funding to provide affordable single and multi-family homes in the area.

Goal Five: Secure current communication technologies to the region.

Objective A: Advocate and provide technical assistance to region, when requested, to quantify communication needs and procure communication resources.

Strategy 1: Support funding to determine specific connectivity needs to provide region with high-speed broadband internet and voice over IP telephone service.

Strategy 2: Support funding to provide high-speed broadband internet service and voice over IP service to community.

Goal Six: Develop and secure resources to overcome historic barriers to employment in the region.

Objective A: Advocate for and support expansion of transportation resources.

Strategy 1: Support procurement of expanded fixed route and demand response transportation to educational facilities and area employers within each community.

Strategy 2: Support procurement of expanded demand response transportation within the region to occupational and educational hubs across the counties.

Strategy 3: Support expanded transportation avenues for persons with disabilities within the region to obtain employment.

Objective B: Expand childcare options to parents

Strategy 1: Support the opening of childcare facilities along transportation corridors for commuting parents and/or in areas with significant childcare challenges.

Strategy 2: Assist with business incubation and other financing options to procure year-round childcare facilities for pre-school and school age youth.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Develop Abilene provides leadership for the development of job and growth opportunities. It is an "umbrella" brand for the organizations that work together to bring business to the City. It consists of the Development Corporation of Abilene (DCOA) and the five groups that receive funding from the DCOA: Abilene Industrial Foundation (AIF), Downtown Programs, Economic Development Department, Military Affairs Council, and Texas Tech Small Business Development Center.

The Development Corporation of Abilene (DCOA) is committed to creating a healthy economic climate for our community. Through the use of a half-cent sales tax, the Abilene Industrial Foundation (AIF) and Economic Development Department (EDD), which contract to the DCOA, find the best way to strengthen its businesses, build a better economic base, and create jobs for its residents.

The Abilene Industrial Foundation (AIF) is an agency of the Abilene Chamber of Commerce, working under contract to the Development Corporation of Abilene. The AIF is responsible for site selection assistance, marketing, and existing business retention/expansion, and is a source of comprehensive information for expanding the relocating business.

In 1982, Abilene became the first city in Texas to create a downtown reinvestment zone as allowed by the state legislature. Through Downtown Programs, the governing board of this zone (commonly referred to as Tax Increment Financing – TIF) has distributed more than $10.4 million to a wide range of projects such as building rehabilitation, business expansion, and beautification projects.

The City of Abilene's Department of Economic Development (EDD) provides staff support to the DCOA Board of Directors, negotiates incentives with expanding Abilene businesses and prospective businesses, and monitors contracts between the DCOA and businesses for compliance. The EDD accomplishes its mission through a comprehensive economic development program and through a contractual relationship with the DCOA.

The Military Affairs Committee (MAC) is part of the Abilene Chamber of Commerce. The mission is to maintain and expand the military presence in our community, as well as continue the strong relationship with our military community. MAC is instrumental in ensuring Dyess Air Force Base remains a premier large aircraft installation, explores opportunities to expand missions and modernize base infrastructure, and supports our more than 5,000 military and civilian employees, as well as their 8,000 family members and retirees.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The most active business sectors in Abilene, in terms of the number of workers in the various industries, is education and health care services, which were followed by retail trade. Education and health care services typically have stringent education and skill requirements for the most visible portion of the workforce, the educators, doctors, and nurses. The sector also has a large support staff with lower education and skill requirements, including maintenance workers, drivers, and many other job classifications. Abilene has a relatively well educated workforce, with over four times as many residents over the age of 16 having a college degree or at least some college as those not having finished high school. These sectors are followed by arts, entertainment, and accommodations, finance, insurance, and real estate services.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Abilene's three private universities, one junior college, one technical college, and branch of a state university dedicated to higher level technology degrees and the School of Pharmacy continue to draw students from all over the United States and the world.

In conjunction with the Abilene Chamber of Commerce, the Abilene Industrial Foundation, the Chamber of Commerce Military Affairs Council, and the Texas Tech University Small Business Development Center, the Economic Development Department administers sales tax funding (through the Development Corporation of Abilene, Inc.) for the purpose of job training, job creation and job retention in Abilene. This structured partnership, Develop Abilene, closes the recruitment gap by sharing information and bringing together the resources to strengthen businesses, build a better economic base and create jobs for Abilene residents.

It is through strong community partnerships and the desire to diversify Abilene industry and jobs that the City of Abilene Economic Development Department and DCOA was able to recruit The Texas Tech University School of Pharmacy and develop the Life Sciences Accelerator for medically-based biotech research near the Hendrick Hospital and Health Systems campus. TTU School of Nursing and School of Public Health are providing degrees and programs for students interested in careers in the health care field. Adding to the diversification of jobs, the Economic Development Department and the DCOA have been successful at recruiting wind turbine energy companies. One is a manufacturing and maintenance company, and the other is a regional facility for blade manufacturing and maintenance.

Workforce development through education and training is a critical need for economic development in Abilene. The following educational institutions and training initiatives are available in Abilene:

The City of Abilene contracts with the Texas Tech University Small Business Development Center (SBDC) to provide quality service and assistance to business owners and potential entrepreneurs. The SBDC provides business counseling, technical assistance, training workshops and business plan development for small businesses. The SBDC aims to promote growth, expansion, innovation, increased productivity and improved management for small business. Workshops range from obtaining Historically Under-Utilized Business (HUB) certification to enable contracts with State and Federal agencies to Internet businesses.

Through various programs and services, self-sufficiency efforts improve the quality of life for the citizens of Abilene. Available through the Abilene Housing Authority, Family Self-Sufficiency Assistance includes help with incidental and/or unanticipated expenses that threaten a family's progress toward self-sufficiency (e.g. school, job training and counseling). Families must agree to maintain employment and/or enroll in continuing education or training programs.

FaithWorks is a local agency that trains the under/unemployed in new life skills, job training and internships. The City of Abilene will continue its strong support of maintenance, enhancement and expansion of quality childcare and transportation services.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The City of Abilene participated in the development of the Comprehensive Economic Development Strategy prepared by the West Central Texas Economic Development District. The goals and economic development initiatives include:

- Create a Regional Economic Innovation Hub that provides virtual regional and county data, provides technical assistance in data interpretation, and provides infrastructure necessary to affect positive economic development.
- To mentor, counsel and assist local and new businesses, and particularly small and mid-size businesses, through the expansion of financial assistance and advisory services.
- Support funding for improved infrastructure in needed areas to attract new business and meet growth needs of existing business.
- Encourage development of safe and affordable housing throughout the region which is consistent with local real estate demographics and patterns.
- Secure current communication technologies to the region.
- Develop and secure resources to overcome historic barriers to employment in the region.

These goals can be supported through the Consolidated Plan through funding opportunities in support of housing for low- and moderate-income households, educational and job training initiatives, business development, and infrastructure improvements, where those efforts fit within the regulatory framework of the CDBG and HOME programs.

Discussion

The City of Abilene has been working to expand economic and employment opportunities in the region. Jobs training programs operated by various educational institutions in the city help to create a workforce tailored to meet the workforce needs of businesses in the area. The City of Abilene in partnership with Abilene Independent School District (AISD), Wylie ISD, and CISCO College is providing vocational training to high school juniors and seniors in various fields such as welding, HVAC, electrical, and industrial maintenance. The Comprehensive Economic Development Strategy provides a regional framework for economic development initiatives for the coming years.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The census tracts that are identified as eligible for CDBG area benefit (median income below 80 percent of the area median income) include some of the oldest neighborhoods in the city. The houses in these neighborhoods are often in poor condition and many are in need of extensive rehabilitation or removal. These neighborhoods are also where the lowest income households in the city live, in housing stock that is in poor condition, and, therefore, offered at lower rents or sales prices. Despite the lower rents or purchase price, the lower income households pay a large portion of their income on housing expenses. Related to housing problems, “concentration” would mean that a neighborhood shows more housing problems than the citywide average.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Related to racial or ethnic minorities or low-income families, “concentration” would mean that a neighborhood shows more percentage of racial or ethnic minorities or low-income families than the citywide average. As of the 2012-2017 American Community Survey data, Hispanics comprised about 26.8% and African Americans comprised about 10% of the population of Abilene. There is some concentration of the Hispanic and African American populations in census tracts in the central parts of the city, with the percentage of Hispanics at 70% and African Americans at 30% of the total population. Most of the tracts are within the CDBG area benefit tracts (where median incomes of the tracts are below 80% of the area median income). These areas also show high rates of poverty, with poverty rates above 60% of the population of the tracts. Maps of poverty rates and concentrations of Hispanics and African Americans are included below.

What are the characteristics of the market in these areas/neighborhoods?

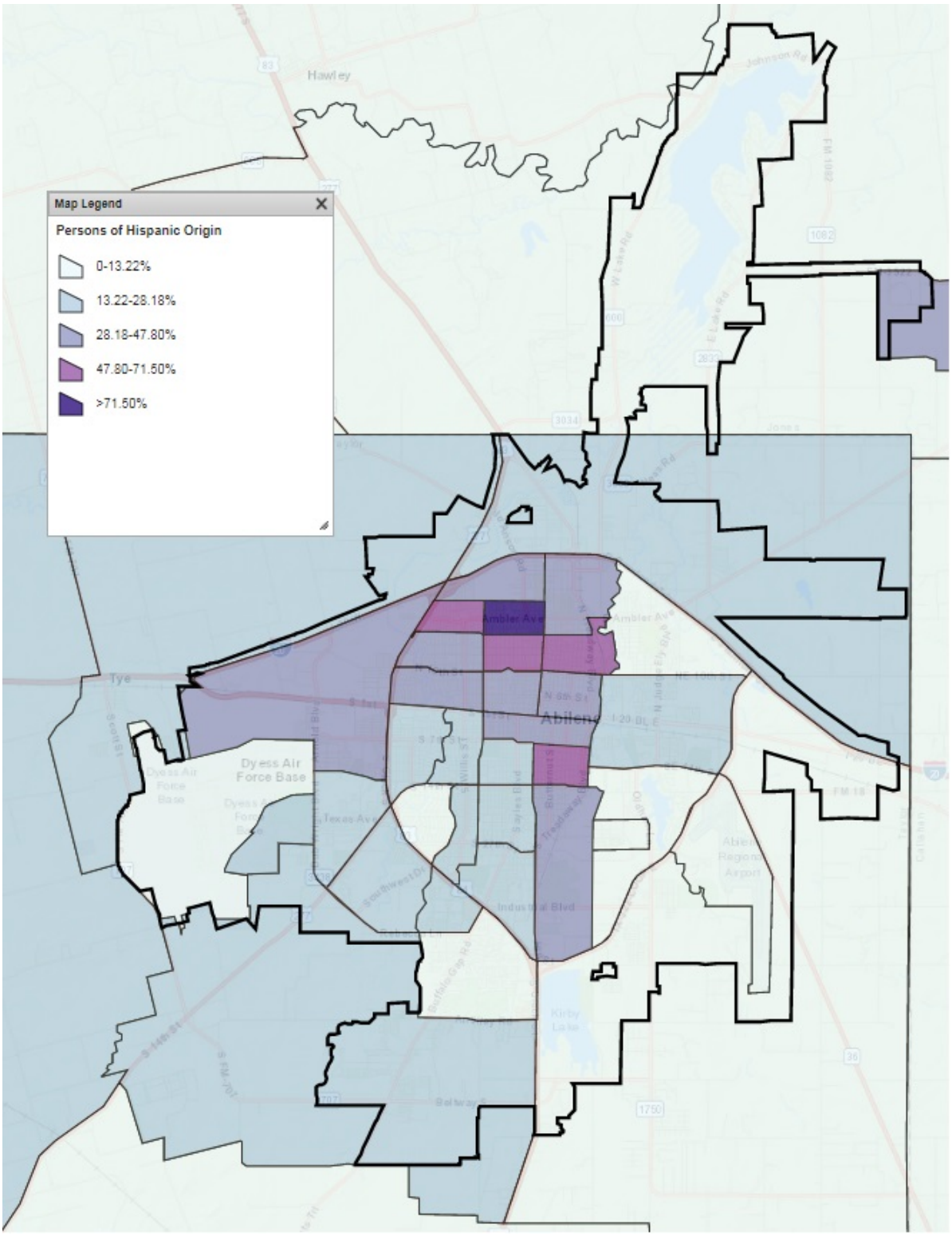
These neighborhoods, as mentioned above, contain much of the poorest housing stock in the city. As a result, the housing market contains much of the lowest cost housing as well. Code enforcement officials worked extensively in these areas in an attempt to maintain the integrity of the community in past years. The City funds an owner-occupied housing rehabilitation program through direct loans and grants to low- and moderate-income homeowners for the rehabilitation of single-family residential structures. Rehabilitation and critical repair programs are conducted by City to improve housing conditions in these areas.

Are there any community assets in these areas/neighborhoods?

These areas do have community assets, including community and senior centers, parks, and other public facilities. Much of the public housing operated by Abilene Housing Authority is also located within these neighborhoods.

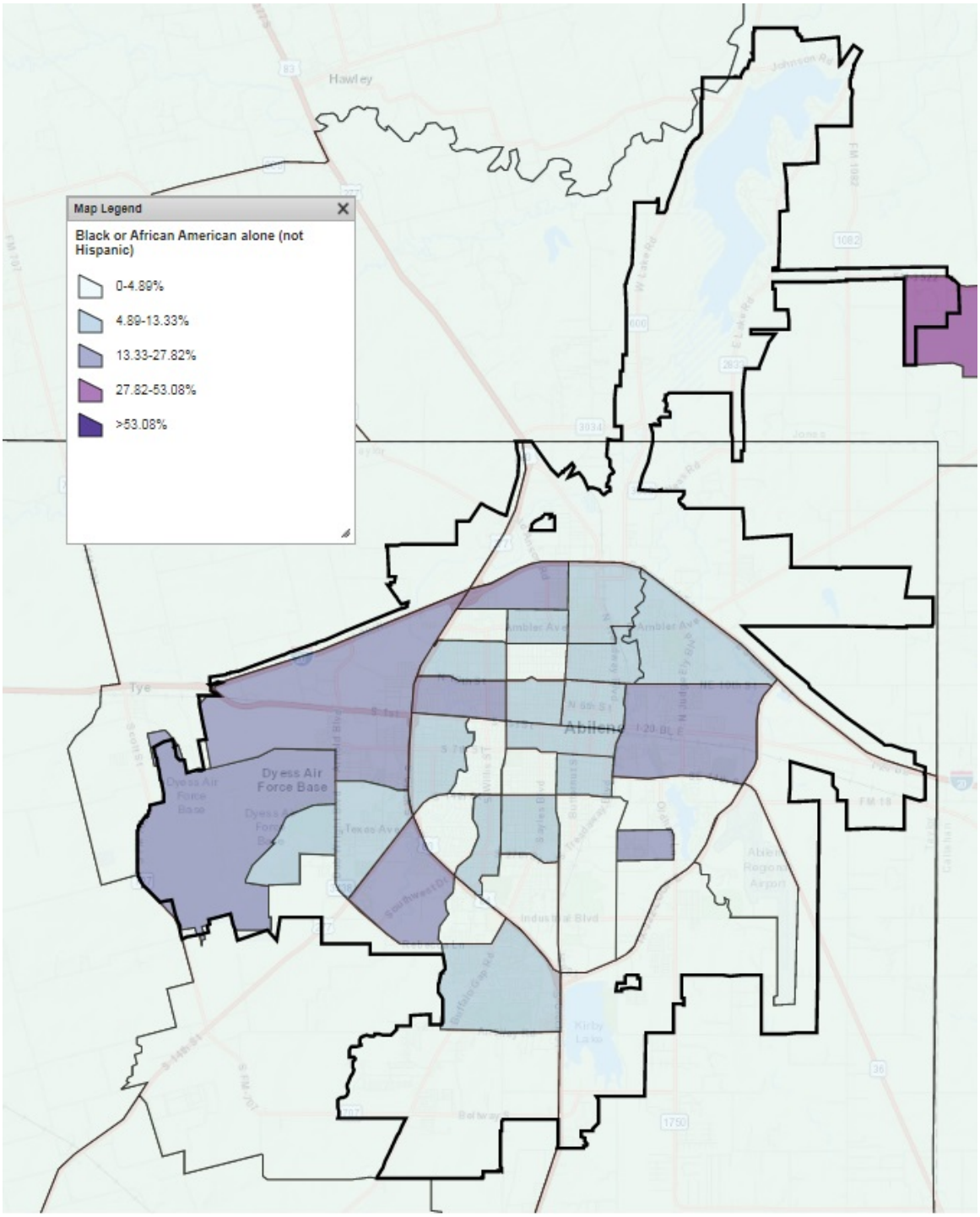
Are there other strategic opportunities in any of these areas?

In neighborhoods where many homes have been removed, there may be opportunities for development of new housing units. In areas where Brownfield issues are not a concern, private and non-profit developers can find appropriate redevelopment sites to provide homes for a range of household incomes, including lower- and upper-income households. These efforts would aid in sustainability efforts, bringing more people into the neighborhoods and improving the housing stock available in the market.



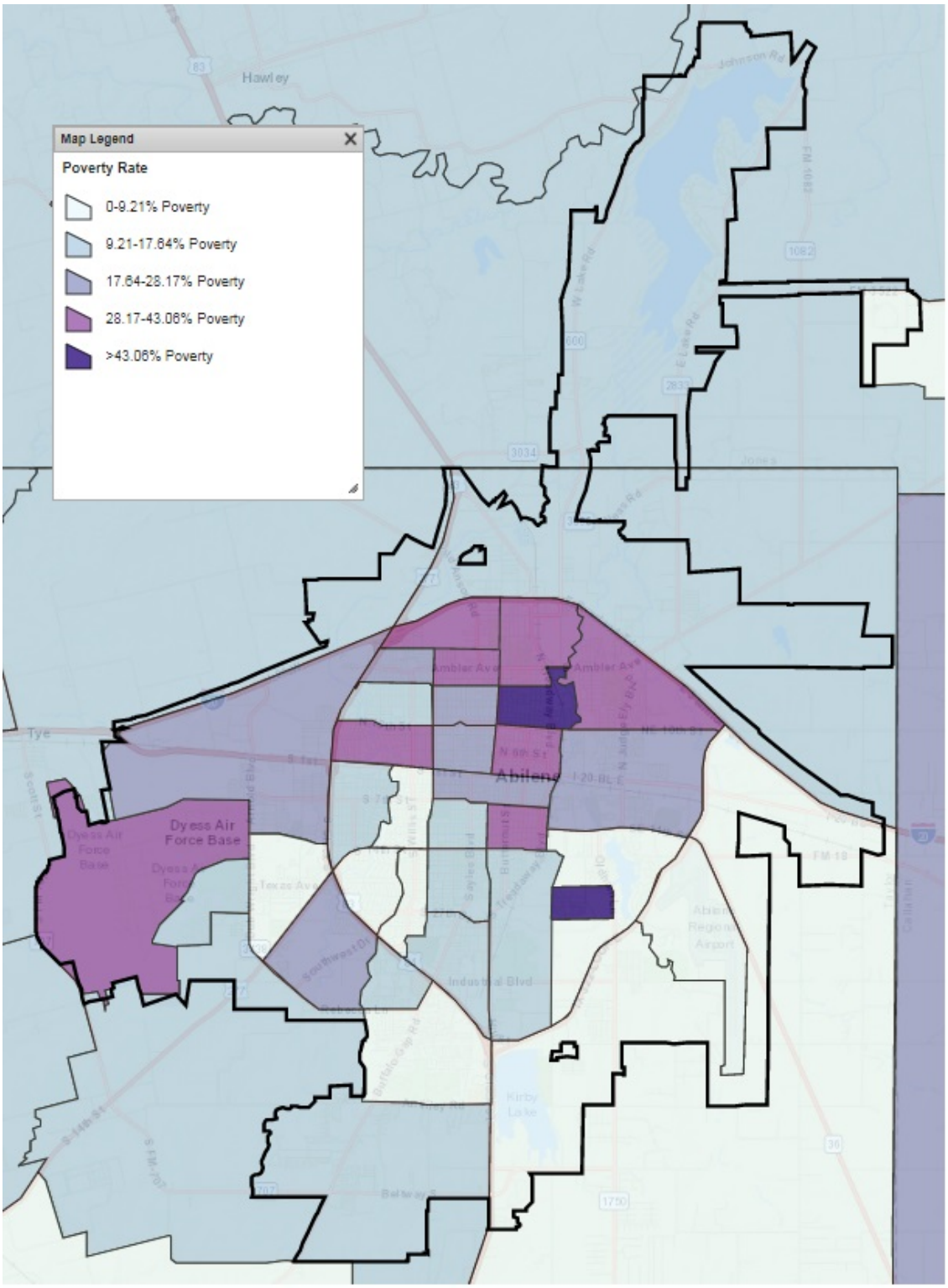
Percent Hispanic

Map Sources: US Department of Housing and Urban Development, Affirmatively Furthering Fair Housing Mapping Tool, Release November 2017. Available at https://egis.hud.gov/affht/ ; CPD Maps.



Percent African American

Map Sources: US Department of Housing and Urban Development, Affirmatively Furthering Fair Housing Mapping Tool, Release November 2017. Available at https://egis.hud.gov/affht/ ; CPD Maps.



Poverty Rate

Map Sources: US Department of Housing and Urban Development, Affirmatively Furthering Fair Housing Mapping Tool, Release November 2017. Available at https://egis.hud.gov/affht/ ; CPD Maps.

MA-60 Broadband Needs of Housing Occupied by Low and Moderate Income Households

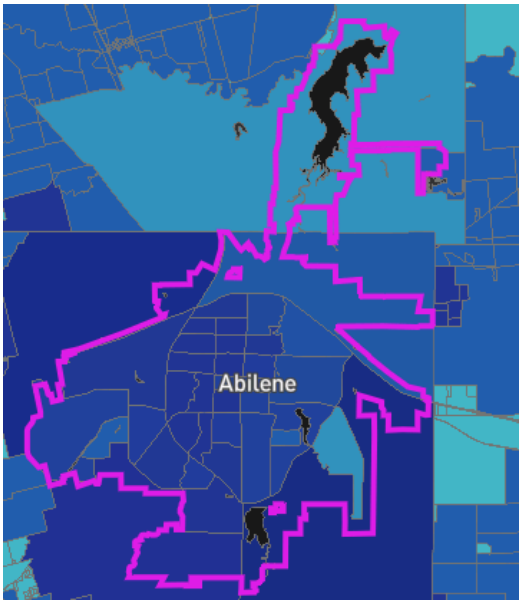
Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

One hundred percent of Abilene's geography has access to Broadband Internet, with 75.0% of households having an internet subscription, a slightly higher number than the Taylor County average (74.9%). The average home download speed in Abilene is 15 Mbps, nearly double the state average (6.35 Mbps.) However, both of those Broadband figures are low when compared to the Dallas/Ft. Worth Metroplex, for instance, which averages 125 Mbps, indicating that service providers in Abilene could improve in this area. Higher speed internet is a major draw for many businesses looking to expand into new geographic regions.

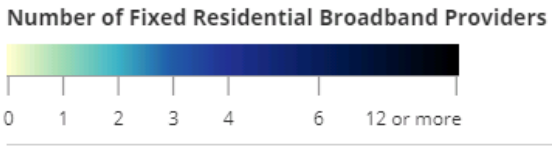
According to Broadband Now, small households with 1-2 individuals need download speeds of at least 25 Mbps. For larger households of four or more or individuals looking to work from home, speeds of at least 100 Mbps are ideal.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Abilene has 17 internet providers including six Fiber providers, three Cable Internet providers, seven DSL providers, four Fixed Wireless providers and two Satellite providers. Abilene has an average download speed of 15 Mbps and a maximum download speed of 100 Mbps. The average cost of internet in Abilene



is $30.81 per month.



MA-65 Hazard Mitigation

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The goal of Hazard Mitigation is to minimize or eliminate the risk to human life and property from known hazards. Hazards can include floods, tornadoes, wildfires, winter storms, and other major disasters. Mitigation planning will involve identifying and analyzing potential hazards that are affecting residents and to recommend possible actions to reduce their long-term impact. Abilene, Tx is considered one of the more vulnerable locations when it comes to climate hazards. Mega-droughts can trigger abrupt changes to regional ecosystems and the water cycle, which will reduce the availability of water resources and add an extreme risk of fires.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Low- and moderate-income families are more vulnerable when it comes to these changes, due to their inability to recover and rebuild, after such devastation.

The actual Hazard Mitigation plan for Abilene, Texas – Taylor County, can be found by visiting that 'West Central Texas Council of Governments' website at: www.wctcog.org/hazard_index.php

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan expounds the goals, objectives, strategies, and performance measures the City of Abilene intends to undertake in meeting the priority needs of the community and to guide the distribution of the Community Development Block Grant and HOME funding for the next five years. The priorities listed were determined through consultation with industry and business interest, service providers, and the general public, and consideration of a community needs survey that was conducted in the development of the Consolidated Plan. Some of the activities included will be targeted to individual households who qualify for the programs according to their income status (individual benefit) and toward particular areas within the City where the median incomes of the census tracts involved are below 80 percent of the area median income (area benefit). The City's goals and objectives are summarized in Section SP-45.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 46 - Geographic Priority Areas

1	**Area Name:**	City of Abilene City Limits
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	City of Abilene, Texas City Limits
	Include specific housing and commercial characteristics of this target area.	City of Abilene, Texas City Limits
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	City of Abilene, Texas City Limits
	Identify the needs in this target area.	The City of Abilene does not intend to target funds on a geographic basis, but rather on the basis of need over the planning period. In consultation with City staff, service providers, and community groups, no particular areas were identified as needing a high level of investment.
	What are the opportunities for improvement in this target area?	The City of Abilene does not intend to target funds on a geographic basis, but rather on the basis of need over the planning period. In consultation with City staff, service providers, and community groups, no particular areas were identified as needing a high level of investment.
	Are there barriers to improvement in this target area?	The City of Abilene does not intend to target funds on a geographic basis, but rather on the basis of need over the planning period. In consultation with City staff, service providers, and community groups, no particular areas were identified as needing a high level of investment.

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

Investments will be allocated according to responses to programmatic opportunities and client response to funding availability. Rehab programs may be targeted to the CDBG Eligible Areas or as individual benefit to low-income households. Public services, likewise, may be offered in low-income areas or generally to all qualified residents.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 47 – Priority Needs Summary

1	**Priority Need Name**	HOUSING NEEDS
	Priority Level	High
	Population	Low Moderate Large Families Families with Children Elderly Single Parents Individuals with a Disability
	Geographic Areas Affected	City of Abilene
	Associated Goals	Affordable Housing

	Description	**Goal: Low- to moderate-income citizens will have access to safe, decent and affordable housing** **Objectives:** Maintain, rehabilitate and improve existing single-family housing units, including emergency repairs; Increase the availability, financial accessibility and support for affordable home ownership opportunities; Increase the availability, financial accessibility and support of affordable and subsidized rental units; Support the expansion of education and enforcement of safety codes and/or services to improve conditions of housing through demolition through the removal of slum/blight; Increase the availability, financial accessibility and support for handicap accessible/disabled, senior housing; Increase the availability and awareness of programs that help homeowners modify their units for accessibility; Educate renters and landlords on all aspects of fair housing practices to include, but not limited to, property maintenance and environmental hazards; Support the expansion and awareness of the Empowerment Zone program to revitalize low-income neighborhoods; Support infrastructure expansion of transitional housing and emergency shelters.
	Basis for Relative Priority	Priorities were determined through an evaluation of the community survey and public participation process.
2	**Priority Need Name**	COMMUNITY SERVICES (Public Services)
	Priority Level	High
	Population	Low Moderate Large Families Families with Children Elderly Single Parents Persons with Mental Illness Persons with Substance Use Issues Persons with a Disability Homeless

	Geographic Areas Affected	City of Abilene
	Associated Goals	
	Description	**Goal: Improve the quality of and access to programs and facilities for health and safety, information, transportation and recreation services** **Objectives:** Support the expansion of comprehensive affordable health/dental, substance abuse, and mental health services; Provide and expand social and recreational services and facilities including but not limited to, youth, seniors and individuals with disabilities; Support maintenance, enhancement and expansion of quality childcare; Support maintenance, enhancement, and expansion of transportation services; Increase awareness about available services in the community; Increase capacity and access to case management.
	Basis for Relative Priority	Priorities were determined through an evaluation of the community survey and public participation process.
3	**Priority Need Name**	ECONOMIC DEVELOPMENT
	Priority Level	High
	Population	Low Moderate Large Families Families with Children Elderly
	Geographic Areas Affected	
	Associated Goals	

	Description	**Goal: Enhance the economic well being of all citizens through education and training, employment opportunities, and business development** **Objectives:** Support maintenance, enhancement and expansion of technical assistance to small businesses; Support the development of a micro loan/grant program for small business development; Support the development of job skills training for youth, workforce development and job creation; Support financial literacy programs.
	Basis for Relative Priority	Priorities were determined through an evaluation of the community survey and public participation process.
4	**Priority Need Name**	PUBLIC IMPROVEMENTS AND PUBLIC INFRASTRUCTURE
	Priority Level	High
	Population	Low Moderate Large Families Families with Children Elderly Persons with a Disability
	Geographic Areas Affected	City of Abilene
	Associated Goals	Community Facilities and Infrastructure
	Description	**Goal: Enhance the quality and use of the physical environment of Abilene** **Objectives:** Provide and maintain adequate public and community facilities, recreational facilities and infrastructure especially in low- to moderate-income (LMI) areas, including green spaces; Provide and maintain adequate transportation facilities and enhance pedestrian, bike, and traffic safety; Support the expansion of ADA compliant sidewalks; Support maintenance, enhancement and expansion of streets, sidewalks, drainage, water and sewer connections.

	Basis for Relative Priority	Priorities were determined through an evaluation of the community survey and public participation process.
5	**Priority Need Name**	HOMELESS NEEDS and SERVICES
	Priority Level	High
	Population	Extremely Low Low Large Families Families with Children Elderly Rural Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse Veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	City of Abilene
	Associated Goals	
	Description	**Goal: Prevent and Reduce Homelessness** **Objectives:** Support mental health/supportive services; Support homeless prevention and emergency assistance services; Support the expansion of beds for domestic violence shelters Provide and maintain homeless facilities, transitional housing facilities, emergency housing, domestic violence shelters, unaccompanied youth and ex-offenders; Enhance referral services; Increase community awareness of current programs and services; Increase awareness of HUD funding programs available to local nonprofit organizations

	Basis for Relative Priority	Priorities were determined through an evaluation of the community survey and public participation process.

Narrative (Optional)

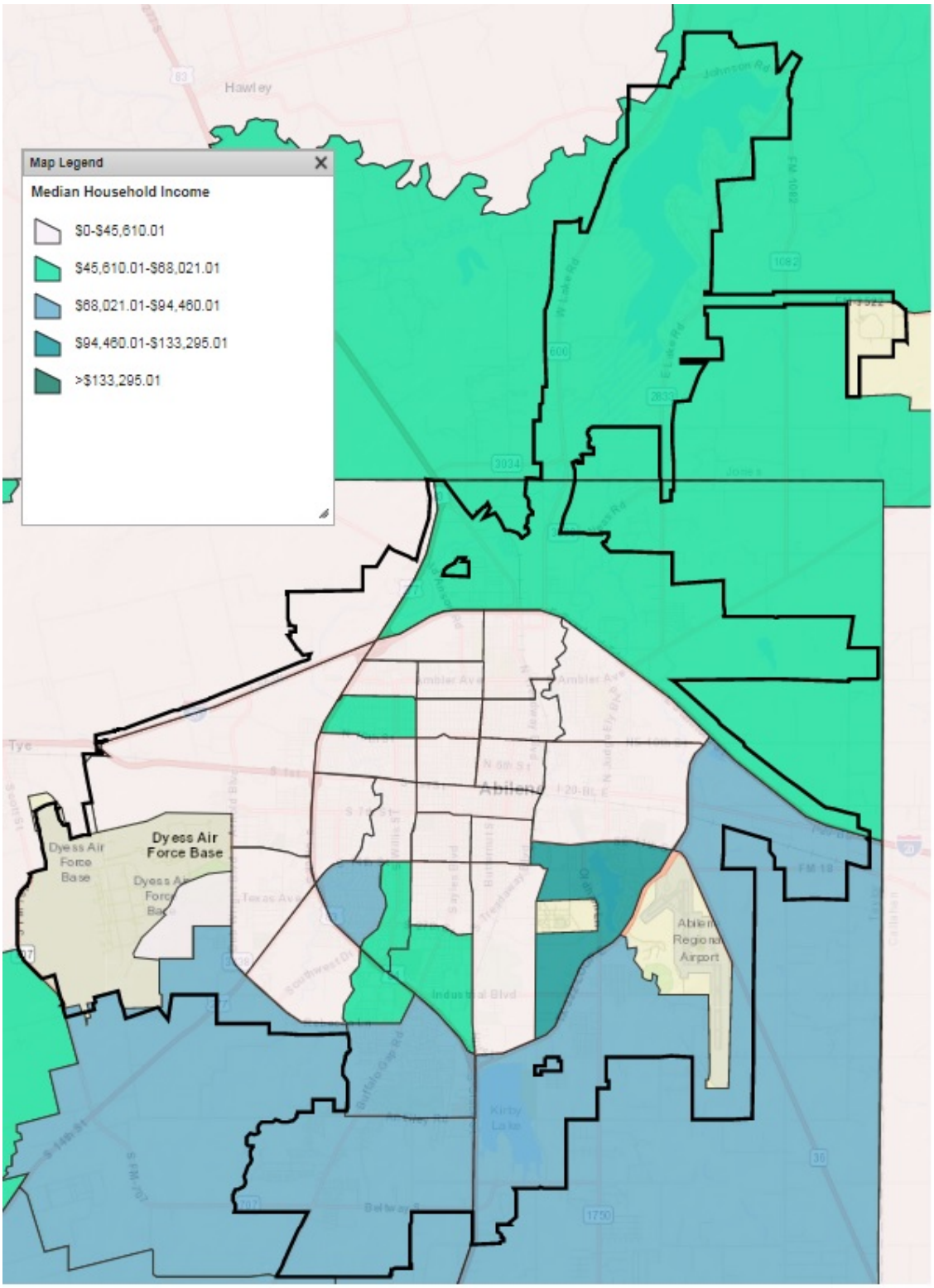
SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The use of tenant-based rental assistance and Section 8 vouchers are dependent on rental property owners' willingness to rent their units to TBRA and Section 8 Voucher clients. In many communities, landlords are reluctant to rent to these clients due to the reputation they have that the clients do not take care of the property as well as other renters do. Other market conditions that could influence the use of TBRA and Section 8 Vouchers have to do with rents being asked for rental property. If rents are too high, the rental assistance or FMR might not be enough to allow clients to lease the units, even if the landlord was willing.
TBRA for Non-Homeless Special Needs	Added to the description of TBRA market characteristics above, non-homeless special needs clients may also encounter housing units that do not meet their accessibility needs. Most housing in any community has not had accessibility improvements that allow persons with mobility issues ease of access. While landlords are obligated to make reasonable accommodations for such renters, many need more accommodations than typical landlords would consider reasonable.
New Unit Production	The production of new housing units is influenced by several market conditions, including the cost of land, the cost of construction, and prevailing interest rates. While mortgage interest rates are currently at historic lows, the COVID-19 pandemic has affected the housing market. The inventory, especially for affordable housing, may be low and mortgage lenders have increased their minimum qualifications so some individuals may not qualify for a loan. Due to the changes in lending, even some well qualified buyers are finding it difficult to navigate the new mortgage processes that have been instituted. The resulting delays in securing loans can burden housing developers and restrict their activities.
Rehabilitation	Rehabilitation activities can be influenced by the cost of materials and labor. In City of Abilene, these costs are relatively low in comparison to other areas of the country. The efficiency of rehabilitation is dependent on the after rehabilitation value of the home. If the market value of the home does not support the extent of rehabilitation required, market financing may not be feasible without substantial equity investment by the owner or through grant funding being used to repair the home.

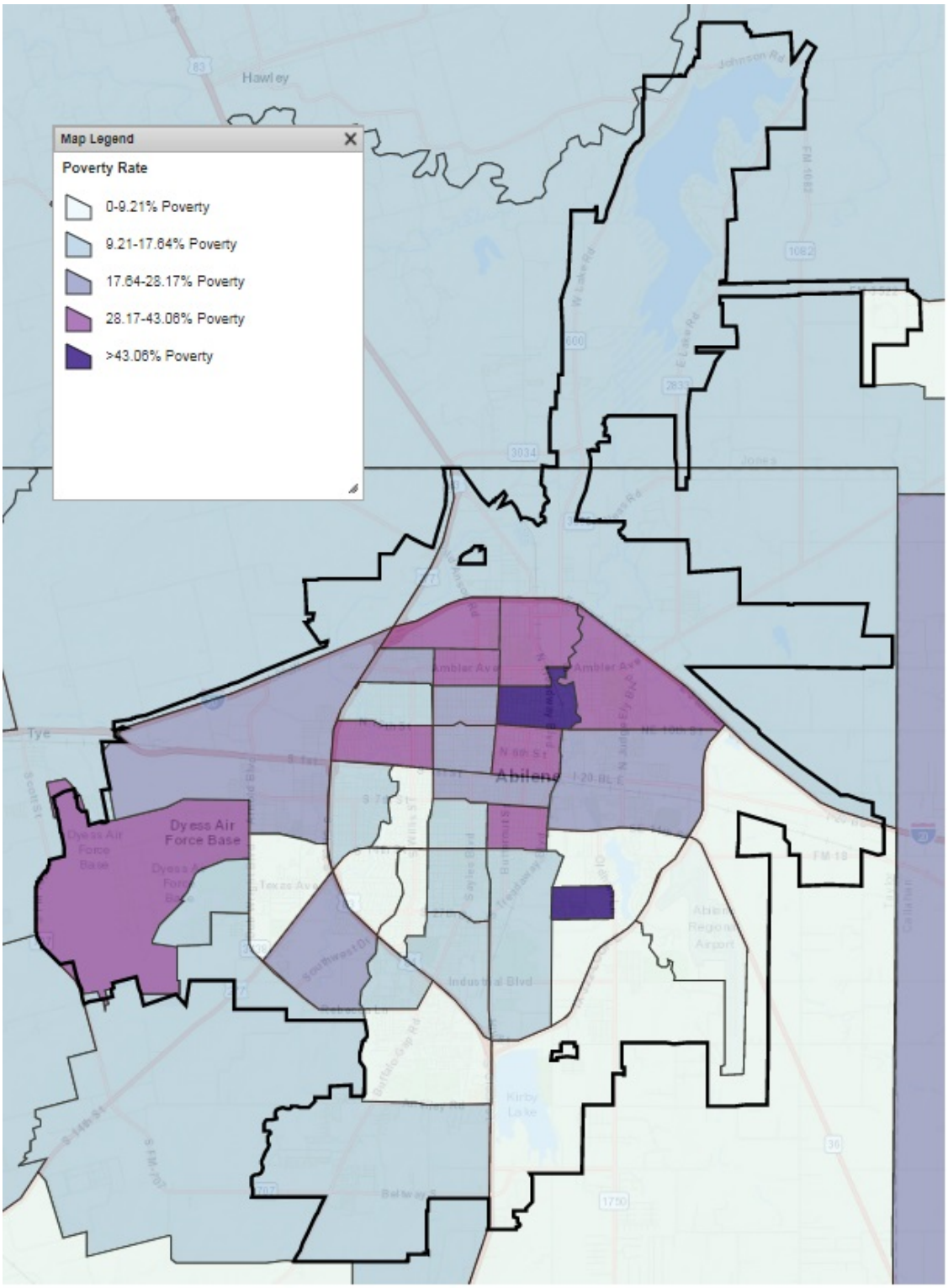
Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Acquisition, including preservation	Acquisition, including preservation, can be influenced by the market value of the structure. With home purchases by private individuals, the historic low interest rates off-set increases in the market value of the housing stock. Monthly housing costs of higher priced homes at lower interest rates approximate the monthly housing costs of lower priced homes at higher interest rates. In the case of a City or non-profit organization buying housing stock for rehabilitation and resale or for preservation, the costs of purchasing a home outright at higher prices can reduce the number of homes that can be purchased or reduce the funds available for rehabilitation activities.

Table 48 – Influence of Market Conditions



Median Household Income

Map Sources: US Department of Housing and Urban Development, Affirmatively Furthering Fair Housing Mapping Tool, Release November 2017. Available at https://egis.hud.gov/affht/ ; CPD Maps.



Percent of Population Below Poverty Level

Map Sources: US Department of Housing and Urban Development, Affirmatively Furthering Fair Housing Mapping Tool, Release November 2017. Available at https://egis.hud.gov/affht/ ; CPD Maps

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City of Abilene receives funding for the Community Development Block Grant Program and HOME Investment Partnership Program. This program will bring $6,593,675 into the City through CDBG and HOME Entitlement funds with an additional $100,000 in HOME Program Income to support affordable housing and promote economic development during the five-year period. During the first-year the City will receive $1,318,735 in CDBG and HOME Entitlement funds with an additional $20,000 in HOME Program Income. The City anticipates reprogramming and an additional $891,155 of prior year CDBG funds and $426,372 of prior year HOME program funds for use in this Annual Plan year.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Public - Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	870,932	0	891,155	1,762,087	3,483,728	Expected amount for remainder of Con Plan equals the Year 1 Annual Allocation times four.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	Public - Federal	Acquisition Homebuyer Assistance Homeowner Rehab Multifamily Rental New Construction Multifamily Rental Rehab New Construction for Ownership TBRA	447,803	20,000	426,372	894,175	1,791,212	Expected amount for remainder of Con Plan equals the Year 1 Annual Allocation plus the Year 1 Program Income times four.

Table 49 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds will be leveraged through the ability of service organizations to raise program funds through outside sources, other loan sources needed for housing development activities, and the City's General Fund, where appropriate.

The City’s HOME match liability is accomplished in its entirety through the CHDO, Habitat for Humanity. For each HOME-assisted construction of affordable housing unit match is satisfied by volunteer hours, sweat equity, in-kind labor and materials and with discounted Present Day Value of yield foregone on the 0% interest financing.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

None currently identified. The City will continue to evaluate opportunities to use public lands for future development.

Discussion

The City has programmed approximately $4,354,660 for the projects under the CDBG program and $2,239,015 for the projects under the HOME Program for the FY 2020-2024 program years. These funds will be used to operate a range of private and public services as described later in the Annual Plan.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
ABILENE	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning neighborhood improvements public facilities public services	Jurisdiction
ABILENE HOUSING AUTHORITY	PHA	Public Housing Rental	
WEST CENTRAL TEXAS COUNCIL OF GOVERNMENTS	Regional organization	Economic Development Planning neighborhood improvements	
ABILENE HABITAT FOR HUMANITY	Non-profit organizations	Ownership	
DAY NURSERY OF ABILENE	Non-profit organizations	Economic Development Community Services	
ABILENE - TAYLOR COUNTY PUBLIC HEALTH DISTRICT	Regional organization	Homelessness public services	
ABILENE HOPE HAVEN	Non-profit organization	Homelessness	
WEST TEXAS HOMELESS NETWORK		Homelessness	
THE SALVATION ARMY	Non-profit organization	Homelessness	
NOAH PROJECT	Non-profit organization	Homelessness	

Table 50 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The institutional delivery system in Abilene is well coordinated and spans a range of community needs. The City has many years of experience managing and implementing the programs addressed in the Consolidated Plan, as well as working with outside agencies that fill some of the needs as outlined in the Consolidated Plan.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	
Mortgage Assistance	X	X	
Rental Assistance	X	X	
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	
Other			

Table 51 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The services targeted to homeless persons and persons with HIV/AIDS and mainstream services are made available through the coordination of services provided by the array of non-profit service providers that constitute the West Texas Homeless network. These organizations partner with each other, the City, and mainstream service providers to provide a wide ranging response to the service needs of homeless persons and persons with HIV/AIDS, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The City's CDBG and HOME funds continue to be used to help meet the demand for decent, safe and affordable housing, homelessness, and other special needs. The City G.V. Daniels Recreation/Senior Center located in the Carver Neighborhood is working to provide access and training to citizens and youth to improve/update their technology skills and to improve employment opportunities. Additionally, the Office of Neighborhood Services (under the Planning and Development Services Department) which administers the CDBG and HOME programs will be involved in a number of activities. Activities will include continued participation in the Continuum of Care Plan. Continued involvement with organized targeted neighborhood organizations, and active collaboration with entities such as the United Way, West Texas Homeless Network, Connecting Caring Communities (CCC), Baptist Children and Family Services (BCFS), Disabilities in Action, Hope Haven Too, Habitat for Humanity, FaithWorks and the Abilene Housing Authority (AHA) to help identify and meet the under-served needs in the areas of housing, employment and training opportunities, homelessness, and special needs.

The West Texas Homeless Network has identified the following gaps in the service area:

- Limited Mainstream Resources – many chronically homeless individuals do not stay in the area long enough to determine eligibility for services;
- Limited staff and lack the financial resources and capacity to construct and manage permanent supportive housing projects;
- Lack of permanent supportive housing in the area and the lengthy waiting list;
- Limited access to medical and dental care - The City of Abilene does not receive Emergency Shelter Grant funds; however, believes that the needs of the homeless will be addressed with Continuum of Care funding, through the Abilene Hope Haven projects, Salvation Army HPRR program and West Texas Homeless Network member agencies. Assistance for veterans is also available through the AHA HUD-VASH Program and a collaborative program with the Big Spring VAMC.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City of Abilene will implement the Consolidated Plan by using the Planning and Development Services Department, Neighborhoods Initiatives Division (as part of the Office of Neighborhood Services) as the lead agency. The strength of the system is that we have an experienced team of staff members as well as an in-house Housing Rehabilitation Coordinator. Staff will manage and work closely with non-profit and for profit organizations in carrying out the Strategic Plan activities. Various initiatives within the strategy include:

1. Work with non-profit organizations to address community needs and provide support to federal and non-federal funding initiatives.

2. Work with private industry to address important issues that hamper housing and community development efforts.

3. Identify opportunities to create private/public partnerships for project finance and development to leverage federal funds.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Safe, Decent, Affordable Housing	2020	2024	Affordable Housing		Housing Needs	CDBG: 550,000 HOME: 442,162	Homeowner Housing Added: 15 Household Housing Unit Homeowner Housing Rehabilitated: 245 Household Housing Unit, including 20 Single-Family Units for Rehab Direct Financial Assistance to Homebuyers: 25 Households Assisted
2	Prevent and reduce homeless	2020	2024	Homeless		Homeless Needs	CDBG: $128,427	Homeless Person Overnight Shelter: 500 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Increase access to community services and physical infrastructure	2020	2024	Community services Public Improvements and infrastructure Economic Development		Community Services Public Improvement	CDBG: $211,000	Public service activities other than Low/Moderate Income Housing Benefits: 22,500 Persons Assisted

Table 52 – Goals Summary

Goal Descriptions

1	**Goal Name**	Safe, Decent, Affordable Housing
	Goal Description	**Goal**: Low- to Moderate-income citizens will have access to safe, decent, and affordable housing There is a greater need for affordable houses and rental units than supply in Abilene. Additionally, the supply of affordable housing, especially in LMI neighborhoods, is often not decent or safe for families. Many homes need minor or major structural, electrical, or plumbing repairs to make them safe. The City of Abilene has prioritizing CDBG and HOME funding for its Single Family Rehab/Reconstruction and Critical/Limited Repair programs to help low- to moderate-income individuals and families make critical repairs to their homes. The City also funds a First-Time Homebuyers program to help low- to moderate-income individuals to purchase their first home. The City will continue to partner with community organizations, such as Habitat for Humanity and the Abilene Housing Authority, to provide safe, decent, and affordable housing for low- to moderate-income individuals and families.

2	**Goal Name**	Prevent and reduce homeless
	Goal Description	**Goal**: Prevent and reduce homeless While Abilene has reduced homeless to almost zero in its community, homeless is still very much an issue in Abilene. The City will continue to work with its community partners to enhance the number of emergency, transitional, and permanent supportive housing beds available for individuals, families with children, victims of domestic violence, and veterans. The City will continue to prioritize funding for capital infrastructure projects for community organizations who work with the homeless population to prevent and reduce homeless. The source of funds will be CDBG.
3	**Goal Name**	Increase access to community services and physical infrastructure
	Goal Description	**Goal**: Improve the quality and access to programs and facilities for health and safety, information, transportation, and recreation services and enhance the quality and use to the physical infrastructure of Abilene The City of Abilene will continue to help fund community organizations that provide programs related to health and safety, information, transportation, recreation service, workforce development training, childcare and more. The City has prioritized CDBG funds to help low- to moderate-income individuals without dental insurance to access free dental care.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The City plans to provide HOME funding for housing rehabilitation, first-time homebuyer assistance with down payment and closing cost assistance to provide affordable owner-occupied housing, and CHDO funding for new construction. Eligible applicants are low and moderate-income at 80% or below the median income citywide. A total of 60 households will be assisted through the HOME funding goals over five years. These include 20 single-family units of rehabilitation/reconstruction and first-time homebuyer assistance for closing costs and downpayment to 25 low-moderate income households, and CHDO funds for new construction for 15 low-moderate income households over the five year period.

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The AHA continues to manage 213 public housing units at four separate sites. The AHA has three sites that are multi-family, and one site that is an elderly/disabled site. The sites are as follows:

- Earl Williams Complex 4398 North 7th St. – 75 units that consist of 1, 2, 3, and4 bedroom units. One main office and community center combined.
- Riviera Complex 3001 North 6th St. - 38 units that consist of 2, 3, and 4 bedroom units. One community center and laundry facility combined.
- Vogel Complex 2100 Vogel and 2250 Vogel – 72 units that consist of 1, 2, 3, and 4 bedroom units. One maintenance building.
- Robert Deegan Complex 3402 Rebecca Lane – 28 units that consist of 1 bedroom units for elderly/disabled. One community center and maintenance building combined.

During the 2014/2015 program year the AHA received a “High Performer" performance rating.

- Public Housing Rating of High Performer 4th consecutive year
- 95 overall score
- Physical Site score 92 out of 100 (only get one overall number)
- Section 8 (HCV) Program received High Performer Rating 7th consecutive year.

Activities to Increase Resident Involvements

The AHA works to provide various opportunities for tenant involvement. The AHA has an active Resident Advisory board consisting of Public Housing participants. This Board works directly with AHA management and the AHA resident initiative coordinator to help resolve issues, bring up needs for the capital fund improvement dollars, and work to help set new or revise old policies. The AHA resident coordinator works directly with many of the community agencies to attain programs and benefits for the residents.

- Work Force Center that provides job search, job skills, short term training and supportive assistance to residents seeking work.
- Food Bank for Food pantry resources.
- Abilene Independent School System –partnering with lunch programs, Head Start registration, and truancy prevention.
- Taylor County Extension and WIC for health and nutrition needs

- Abilene Taylor County Public Health Department for the Expanded Primary Health Care (E.P.H.C) and Medical Assistance for Area Citizens (MAAC) by providing satellite site for applications and referrals.
- PRC (Prevention Resource Center) for Alcohol, Drug, Tobacco, and self-esteem issues.
- New Horizon for family counseling
- House of Faith Abilene provides on-site activities for Public Housing children at the Riviera and Earl Williams sites.
- Boys and Girls Club program that expands productive, recreational opportunities for its youth and enables the AHA to provide preventive services for the youth.
- Habitat for Humanity Presentations for Tenants interested in home ownership.
- Member of the Advisory Board for the development of the TTU Federally Qualified Health Clinic.
- Annual Father's Day Initiative – Event to invite fathers to be involved with their children through a cookout, games, and Community resource tables.
- Money-Follows-the Person (MFP) Program – designed to assist families move from Nursing Homes back into a community of their choice with supportive services. AHA set-aside five Public Housing units and five Housing Choice Vouchers for this program.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

Not applicable

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

The following barriers to affordable housing resulting from public policies of the City of Abilene are identified through the Consolidated Plan process:

Several barriers continued to negatively affect affordable housing: long waiting lists, inability of residents to come up with rent deposits and utility deposits, due to local groups not having adequate funding because of the sluggish economy and lack of philanthropy due to the economy. Additionally, due to the COVID-19 pandemic in 2020, many families may be faced with unemployment and reduced hours and paychecks. Housing affordability is also impacted by local factors such as the availability of land for new construction, the income of residents, the supply of housing, and housing costs. Affordable housing in Abilene is deterred by insufficient funds for down payment, lack of credit, and poor credit. Due to the COVID-19 pandemic, many mortgage lenders have increased their minimum qualifications requirements for new loans. In addition, the long-term affordability of a home, such as the required monthly principal, interest, taxes, and insurance payments, are often too high compared with available income for a low-income household. Furthermore, the availability of homes for sale in the price range and size for the low- to moderate-income family is limited. The Abilene Association of Realtors reported that the median sales price during April 2020 for a home was $176,900. The price is up 6.7% compared to April 2019. The housing inventory was down 12.1% in April 2020 compared to April 2019, but the smaller supply is likely due to COVID-19. Interestingly, the number of closed sales in April 2020 increased 9.5% compared to the previous year with homes only staying on the market for 2.6 months compared to three months indicating that there still may be a demand for housing.

The U.S. Department of Housing and Urban Development (HUD) describes a household experiencing a cost burden as having gross housing costs that are more than 30% of gross income. A household that experiences a severe cost burden is when gross housing costs are more than 50% of gross income. The cost of home ownership can affect the level of property maintenance, the ability of the household to pay property taxes and ultimately the household's ability to retain its home. Likewise, high rents (and prohibitive security deposits) can make it difficult for renters to afford units. With almost half of the Abilene households under the median income, the cost of ownership or renting also becomes a burden.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

Remedial actions

Compared to nearby communities, Abilene's policies are reasonable. Furthermore, the development regulation process runs smoothly. City staff is available to assist developers and answer any questions. In the past, the City has provided regulatory incentives for affordable housing on a case-by-case basis. The Planning Division has developed incentives, in the form of relaxed regulations and Capital Improvements Program funding for infill development on empty plots of land in currently developed neighborhoods. Infill development is generally less expensive than new-neighborhood construction.

Thus, infill development incentives will most likely result in a greater supply of affordable housing. In the past years, the City has set aside and awarded CIP funds to encourage infill development and will continue to do so as CIP funds are available. Much work remains to increase affordable housing opportunities. As a result, the City will continue to re-evaluate all development fees, regulations and program policies and procedures to determine whether any further revisions may be appropriate to enhance affordable housing for low-income City residents. As specific projects are proposed, the City will review the project for its compliance with existing local laws and regulations. If a local law or regulation should prove to have a negative impact on a proposed affordable housing program or project, such law or regulation would be reviewed to determine its viability.

Barriers to Affordable Housing

- Insufficient funds for down payment - Private lending institutions typically require home purchasers to provide 10 to 20 percent of a home's value as a down payment. Many low-income households are already rent burdened, paying as high as 40 to 50% of their income for housing. Such high costs for current shelter preclude these low-income households from accumulating the funds for a down payment.
- High existing debt of prospective purchasers - Many low-income households also are saddled with excessively high existing debt for such items as credit accounts, car payments, and medical expenses that prevent obtaining private lender financing.
- Need for property repairs - The homes most affordable to low-income households tend to be located in neighborhoods where property has been poorly maintained and requires repair. Therefore, low-income purchasers often confront the prospect of obtaining a home that will require further financial investment for property improvements. Money for such improvements is frequently unavailable to low-income buyers and private lenders often are unwilling to lend the necessary funds for acquisition and repairs. Complicating the situation further is the reality that such affordable housing is often located in neighborhoods where money invested in property improvements does not necessarily translate into a corresponding increase in the value of the property.
- Lack of credit - Many low-income homebuyers have no credit record because they pay most of their expenses in cash.
- Poor credit - A very common barrier to home ownership is a blemished credit record. Unfavorable credit information can stay on a credit record for up to seven years and bankruptcy records stay on the report for 10 years. Additionally, due to the COVID-19 pandemic many mortgage lenders have increased their minimum qualification requirements of credit scores, For example, a person with a credit score of 580 can typically qualify for an FHA loan, but many lenders are now requiring a minimum score of 650.
- Available funding - A common barrier to affordable housing is available funding to the jurisdiction. When Federal funding to the jurisdiction is threatened, the availability of affordable housing for low-income persons is threatened, as well.
- Unemployment – According to the Bureau of Labor Statistics, the Abilene December 2019 workforce unemployment rate is 2.8%, which has remained steady since August 2019. However,

due to the COVID-19 pandemic, unemployment has risen to 4.0% in April 2020. As unemployment rises, more people may face housing insecurity.

- Low number of living-wage jobs available.
- Housing inventory – There is a severe deficiency of rental units available for those living on very low incomes who can only afford a monthly gross rent of $500. Most of the available rental units in that category are one-bedroom or smaller units, which would not be optimal for families of more than two people.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The West Texas Homeless Network (62 persons from an average of 23 different agencies, businesses or organizations) is a multi-county coalition that conducts the Point-In-Time Survey. The survey estimates homeless characteristics and needs to develop better strategies for assisting people out of homelessness. Each year the sample size has increased, and the quality of data has improved. Communities gain important information through this initiative. The annualized homeless population estimate for Abilene is 501. Even though the process improves each year, these numbers are conservative. The 2020 Point-in-Time Survey effort captured 116 surveys.

Addressing the emergency and transitional housing needs of homeless persons

Several local organizations such as social service agencies, charitable groups and religious organizations provide emergency/transitional housing and/or supportive services to the homeless and at-risk persons including abused women and children and substance abusers. The West Texas Homeless Network will continue to expand the HMIS in order to provide up-to-date information on services. The Network is expanding the distribution of Pocket Pals to include convenience stores and other public locations.

Services in place:

Rental/Mortgage/Utility Assistance

- AIDS Resources of Rural Texas
- Aspermont Small Business Development Center
- Central Texas Opportunities
- Community Action Program, Inc.
- First Baptist Church
- Episcopal Church of the Heavenly Rest
- Shackelford County Resource Center
- Taylor County Veterans Services Office
- The Salvation Army
- Christian Service Center of Abilene
- Christ Community Resource Center
- Abilene Baptist Social Ministries
- Methodist Service Center
- Baptist Children's and Family Services (Our House)

Rental Assistance

- AHA
- Sweetwater Public Housing Authority
- Stamford Public Housing Authority
- Baptist Children's and Family Services (Our House)

Outreach to Homeless on the Streets:

Love & Care Ministries conducts outreach through the Mobile Medical Unit which provides access to medical and dental services at different sites. Love & Care Ministries also visits homeless persons in their camps and provides approximately 100 sack lunches per day. Additional services at their facility such as providing lunch 4 days a week which is approximately 100-250 meals each day, and assistance obtaining I.D.'s and birth certificates and providing showering facilities.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Several local organizations such as social service agencies, charitable groups and religious organizations provide emergency/transitional housing and/or supportive services to the homeless and at-risk persons including abused women and children and substance abusers. The West Texas Homeless Network will continue to expand the HMIS in order to provide up-to-date information on services. The Network is expanding the distribution of Pocket Pals to include convenience stores and other public locations.

Supportive Services in place include:

Life Skills Training:

- The Salvation Army
- Faith Works
- Abilene Hope Haven, Inc.
- ARCADA
- Workforce Center
- Noah Project
- Family Services Center
- Life Skills Education Family Services Center
- Parenting and Life Skills Classes

- Baptist Children's and Family Services (Our House)

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

The West Texas Homelessness Network will continue to reach out to homeless individuals and families by making available its information and referral service, and advertising available services through different mediums such as radio and television advertisements, newspapers and flyers. A well-developed referral and case management system will allow almost any agency to immediately assess the needs of homeless persons. The City will collaborate with homeless agencies that provide services to the homeless and persons that are subject to becoming homeless, such as recently released institutionalized persons.

Homeless Services

Our House provides street outreach to homeless youth. This program improves their safety and maximizes their potential to take advantage of existing opportunities and resources. The staff delivers a range of services directly or through collaboration with other agencies, specifically those working to protect and treat young people. These unaccompanied youth receive food, shelter, clothing, tutoring and counseling. CCDC and BCFS assisted approximately 200 young people in 2009. Just People, Inc. provides outreach services to street homeless and persons residing in emergency shelter and transitional housing and offers personal and employment services to adults, people in recovery, and ex-offenders.

City Light Community Ministries:

As part of the West Texas Homeless Network, City Light Community Ministries is an outreach program of the First Baptist Church, assisting homeless with the following:

- Financial support such as prescriptions and transportation service
- Lunches on M-W-F
- Shower facility and laundry M-W-F. Breakfast at 8:30 AM and Sunday church service at 9AM
- Extended lodging at Salvation Army when funds are available
- Spiritual guidance and referral services

City Light hopes to continue offering the above services to the homeless clients as long as funds are available and hopes to continue supporting other agency providers with the goal of alleviating the plight of the homeless in the community. They also partner with the Christian Women's Job Corps and Connecting Caring Communities.

Breakfast on Beech Street:

Breakfast on Beech Street provides outreach services to street homeless and low-income persons by providing them with breakfast and a sack lunch five days a week. Operated out of First Christian Church, BoBs also provides spiritual guidance and program information on available services.

These facilities and programs address housing and service needs of homeless individuals and families by offering beds and a variety of much needed services. Contained within this group of programs are emergency shelters, counseling and education programs, and services for persons with Special Needs.

Mental Health and Counseling Services

- MHMR
- Noah Project
- The Salvation Army
- Medical Care Mission
- ARCADA
- Life Renovation Counseling
- Acadia Abilene Hospital Advocates of Abilene
- Advocates of Abilene
- Mental Health Association

Homeless Youth

- Abilene Independent School District Homeless Liaison
- Harmony Family Services
- New Horizons The Audrey Grace House
- Our House

Family Services

- Methodist Children's Home & Services
- New Horizons: Family Connections
- Presbyterian Children's Home & Services

Medical Care

- Taylor County Veteran Services Office
- Presbyterian Medical Care Mission
- Abilene/Taylor County Public Health District
- Medical Assistance for Area Citizens (MAAC)
- Shackelford County Community Resource Center

- Texas Tech University Health Sciences School of Nursing
- Area Agency on Aging
- Hendrick Health Clinic
- Love & Care Ministries Medical and Dental Van
- AIDS Resource of Rural Texas (ARRT)
- Substance Abuse Treatment and Aftercare
- The Salvation Army (Abilene – inpatient treatment)
- Abilene Regional Counsel on Alcohol and Drug Abuse (ARCADA)

Alcohol and Drug Abuse Center (Abilene – information & referral only)

- Serenity Foundation (Abilene – halfway house)
- 180 House (Abilene – three-quarter house)
- Jubilee House (Abilene – halfway house)
- Big Country AIDS Resources
- Prevention Resource Center
- AIDS Resource of Rural Texas
- Outreach Screening Assessment, and Referral Program (OSCAR)
- Youth Prevention Universal (YPU)
- Youth Prevention/Intervention (YPI)
- Acadia Healthcare

Employment Assistance

- West Texas Council of Government Career Centers
- Goodwill Industries
- Abilene Hope Haven
- Noah Project
- Faith Works
- Veterans Administration
- Workforce Solutions of West Central Texas Center
- Betty Hardwick Center – MHMR
- Supportive Employment
- Senior Service American, Inc.

Child Care

- Day Nursery of Abilene
- Boys & Girls Club of Abilene
- City of Abilene Recreation Division
- Alliance for Women and Children

- Child Care Provider Organization
- Texas Workforce Center (for selected programs)
- Early Head Start
- Kids Campus
- Glo Day Care

HIV/AIDS Services

- Abilene/Taylor County Public Health District (Abilene – HIV clinic)
- Big Country AIDS Resources
- AIDS Resource of Rural Texas

Transportation

- CityLink
- Classic Cab
- Veteran's Administration Medical Transportation
- Legal Services
- Noah Project

West Texas Legal Services

- Legal Advocacy Program
- Not Without US!
- Veterans Services
- Disabled Veterans Commission
- Local Veterans Employment Representatives Program (LVERS)
- Recovery and Employment Assistance Lifelines (RealLifelines)
- Texas Military Family Access Project/T.R.I.A.D.
- Texas Veterans Leadership Program

Discharge Planning

Discharge Planning Policy

The West Texas Homeless Network met with city/county government, hospitals, Department of Human Services, the Justice System, and law enforcement agencies to develop a team approach to discharge planning in the West Central Texas area. This involved a four-step strategy of identifying the scope of the problem, identifying priorities, locating resources, and implementing institutional change.

The Network's focus is to continue to identify the scope and nature of the problem. The following activities are conducted:

- Survey shelter providers to see what public institutions are releasing clients/inmates to the area shelters.
- Identify public institutions that should be providing housing as part of discharge planning.
- Have shelters keep a record for a month on where shelter residents resided prior to entering the shelter.
- Recruit participation in the Network from public institutions in the Networks' Continuum of Care service area including Abilene and the surrounding 13 counties.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

Over 70% of the houses in Abilene were built prior to 1978. The City continues to incorporate lead-based paint evaluation and reduction in its regular housing inspections and housing program review process. It is standard procedure to address lead based paint hazards through Lead Safe Work Practices and abatement as required by HUD and EPA on homes rehabilitated by the City of Abilene Planning and Development Services Department programs and CHDOs. The City will take the following steps on all private housing projects and the Housing Authority will continue to take the following steps on all government funded housing rehabilitation of public housing units.

- Inform all owners, occupants and landlords of lead-based paint hazards and provide information on methods for reducing risk of exposure in pre-1978 homes.
- Provide testing and abatement for any households whose children have been shown to have elevated blood lead levels. Require the family be moved to a post-1978 unit, or unit that has passed this test.
- Require inspections for lead at the same time other inspections or evaluations are conducted on City sponsored housing.
- The ONS partnered with the West Texas General Contractors Association to host six of the State required "Safe Work Practices" certification classes for workers and contractors.

How are the actions listed above related to the extent of lead poisoning and hazards?

In all HUD funded programs, notify persons living in or purchasing houses built before 1978 of the hazards associated with lead paint and encourage parents with children below the age of 6 to have their children tested, to seek safe housing and medical treatment immediately. Investigate availability and practicality of low cost encasement, encapsulation and other related products. Abilene will continue to test homes constructed prior to 1978, receiving federal assistance, for lead-based paint in compliance with 24 CFR part 35, at the time households seek assistance from the City.

Data provided by local Epidemiologist with Public Health Preparedness of the Abilene-Taylor County Public Health District submitted the data collected from their lab for 2020. There were no blood lead content labs completed by the Abilene-Taylor County Public Health District. The lab work from local physician's labs are sent directly to the State, therefore the local Public Health District does not have access to those records.

How are the actions listed above integrated into housing policies and procedures?

The City of Abilene currently performs visual inspections of housing units included in their housing programs. Where defective paint is observed, surfaces are prepped and repainted, following abatement guidelines provided by HUD. All rehabilitation and down-payment assistance programs include

provisions requiring that all painted surfaces be in good condition. The ONS has purchased HUD certified lead testing equipment and requires soil samples and residue swabs post referral.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The lowest income households are generally those threatened with homelessness and persons in public or assisted housing who are dependent upon public subsidies to maintain their own residences. In all, this segment of the population has the highest incidence of poverty. The City's focus on reducing the number of poverty level families will continue to consist of promoting self-sufficiency and innovative economic development strategies. The City of Abilene Economic Development Department will continue to promote economic expansion in a number of ways that enhance opportunities for low- and moderate-income residents. The Economic Development Department continues to be pro-active in retaining and seeking businesses that will bring salaries above the local average in order to raise the level of income for all Abilenians. The DCOA targets market shortages in the area, which benefit the unemployed/ underemployed, and opens up entry-level opportunities.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

Given the City's limited financial resources, poverty level in the city is challenging issue to address. Because majority of factors affecting a family's poverty-level status are typically beyond the control of City policies, the extent to which the proposed strategies will reduce and/or assist in reducing the number of poverty-level families is difficult to gauge. In future, the City of Abilene will continue to work with the community to address deficiencies and attempt to measure the impact of federal grant programs in reducing and/or preventing poverty.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Compliance and monitoring of both the CDBG and HOME programs is the responsibility of the Neighborhood Initiatives Division of the Planning and Development Services Department. Staff reviews projects proposed by the City and eligible organizations for compliance with national objectives, the Consolidated Plan, local eligibility requirements and City Council Guidelines. Monthly reports are collected for most programs to serve as an ongoing monitoring mechanism. Ongoing compliance and monitoring activities include the following:

- Projects proposed by eligible organizations will be reviewed by staff for compliance with eligibility requirements, national objectives, Consolidated Plan and City Council guidelines.
- An environmental review record will be prepared. The records will contain all assessments, findings and pertinent information.
- Monitoring through monthly, quarterly or annual reporting will be conducted on all programs offered through the City and through contractors and subrecipients.
- Staff will monitor to ensure that Federal labor standards, bidding and contract requirements are met.
- Prior to issuing reimbursement for any goods or services, the City will verify that the goods or services have been provided according to specific program requirements.
- An annual monitoring risk assessment and on-site visit, as applicable, will be conducted for contractors, subrecipients and City services.
- An annual performance report identifying performance toward planned goals will be prepared (CAPER).

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Abilene receives funding for the Community Development Block Grant Program and HOME Investment Partnership Program. This program will bring $6,593,675 into the City through CDBG and HOME Entitlement funds with an additional $100,000 in HOME Program Income to support affordable housing and promote economic development during the five-year period. During the first-year the City will receive $1,318,735 in CDBG and HOME Entitlement funds with additional $20,000 in HOME Program Income. The City anticipates reprogramming and additional $891,155 of prior year CDBG funds and $426,372 of prior year HOME program funds for use in this Annual Plan year.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	870,932	0	891,155	1,762,087	3,483,728	Expected amount for remainder of Con Plan equals the Year 1 Annual Allocation times four.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	447,803	20,000	426,372	894,175	1,791,212	Expected amount for remainder of Con Plan equals the Year 1 Annual Allocation plus the Year 1 Program Income times four.

Table 53 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Federal funds will be leveraged through the ability of service organizations to raise program funds through outside sources, other loan sources needed for housing development activities, and the City's General Fund, where appropriate.

The City’s HOME match liability is accomplished in its entirety through the CHDO, Habitat for Humanity. For each HOME-assisted construction of affordable housing unit match is satisfied by volunteer hours, sweat equity, in-kind labor and materials and with discounted Present Day Value of yield foregone on the 0% interest financing.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

None currently identified. The City will continue to evaluate opportunities to use public lands for future development.

Discussion

The City has programmed approximately $4,354,660 for the projects under the CDBG program and $2,239,015 for the projects under the HOME Program for the FY 2020-2024 program years. These funds will be used to operate a range of private and public services as described later in the Annual Plan.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Safe, Decent, Affordable Housing	2020	2024	Affordable Housing		Housing Needs	CDBG: 550,000 HOME: 442,162	Homeowner Housing Rehabilitated: 49 Household Housing Unit Direct Financial Assistance to Homebuyers: 5 Households Assisted Neighborhood Revitalization: 45 Households Assisted
2	Prevent and reduce homeless	2020	2024	Homeless		Homeless Needs	CDBG: $128,427	Homeless Person Overnight Shelter: 500 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Increase access to community services and physical infrastructure	2020	2024	Community services Public Improvements and infrastructure Economic Development		Community Services Public Improvement	CDBG: $211,000	Public service activities other than Low/Moderate Income Housing Benefits: 22,500 Persons Assisted

Table 54 – Goals Summary

Goal Descriptions

1	**Goal Name**	Safe, Decent, Affordable Housing
	Goal Description	**Goal**: Low- to Moderate-income citizens will have access to safe, decent, and affordable housing There is a greater need for affordable houses and rental units than supply in Abilene. Additionally, the supply of affordable housing, especially in LMI neighborhoods, is often not decent or safe for families. Many homes need minor or major structural, electrical, or plumbing repairs to make them safe. The City of Abilene has prioritizing CDBG and HOME funding for its Single Family Rehab/Reconstruction and Critical/Limited Repair programs to help low- to moderate-income individuals and families make critical repairs to their homes. The City also funds a First-Time Homebuyers program to help low- to moderate-income individuals to purchase their first home. The City will continue to partner with community organizations, such as Habitat for Humanity and the Abilene Housing Authority, to provide safe, decent, and affordable housing for low- to moderate-income individuals and families.

2	**Goal Name**	Prevent and reduce homeless
	Goal Description	**Goal**: Prevent and reduce homeless While Abilene has reduced homeless to almost zero in its community, homeless is still very much an issue in Abilene. The City will continue to work with its community partners to enhance the number of emergency, transitional, and permanent supportive housing beds available for individuals, families with children, victims of domestic violence, and veterans. The City will continue to prioritize funding for capital infrastructure projects for community organizations who work with the homeless population to prevent and reduce homeless. The source of funds will be CDBG.
3	**Goal Name**	Increase access to community services and physical infrastructure
	Goal Description	**Goal**: Improve the quality and access to programs and facilities for health and safety, information, transportation, and recreation services and enhance the quality and use to the physical infrastructure of Abilene The City of Abilene will continue to help fund community organizations that provide programs related to health and safety, information, transportation, recreation service, workforce development training, childcare and more. The City has prioritized CDBG funds to help low- to moderate-income individuals without dental insurance to access free dental care. .

Projects

AP-35 Projects – 91.220(d)

Introduction

The following projects were developed by staff with consultation from non-profit service providers and community input through priorities established with involvement of the community survey.

Projects

#	Project Name
1	Abilene-Taylor County Public Health District
2	City of Abilene – Condemnation Demolition
3	Meals on Wheels Plus, Inc.
4	The Salvation Army
5	Noah Project, Inc.
6	Abilene Habitat for Humanity
7	Abilene Hope Haven
8	City of Abilene - Administration
9	City of Abilene - Housing Programs

Table 55 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The projects listed above were selected from the total of project proposals received in accordance with their consistency with the priorities established through the Consolidated Plan forums and community survey process. These projects meet needs enumerated in the Needs Assessment and prioritization process to the extent that funding was available. Organizational competencies were also considered when selecting one project over another, leaning toward those organizations with long-standing histories of successful project management.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Abilene-Taylor County Public Health District
	Target Area	
	Goals Supported	
	Needs Addressed	COMMUNITY SERVICES
	Funding	CDBG: $130,000
	Description	Abilene-Taylor County Public Health District will offer dental services to Abilene residents who do not have dental insurance or the means to pay for dental care. Due to an initial visit being required to establish a treatment plan and need, most clients will have to least two visits.
	Target Date	7/1/2020
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	CDBG funds will assist LMI Abilene residents in obtaining necessary dental services to improve their overall health and well-being. The provision of oral healthcare services will include i) preventative care: exams, e-rays, prophylaxis treatments and extractions; 2) restorative care; 3) patient education and wellness counseling. This program will increase client self-esteem and their ability to maintain employment, and reduction of heart disease.
2	**Project Name**	City of Abilene – Condemnation Demolition
	Target Area	
	Goals Supported	Affordable and Safe Housing
	Needs Addressed	HOUSING
	Funding	CDBG: $80,000

	Description	The City of Abilene continues to identify uninhabitable vacant dilapidated commercial and residential structures located with Low-to-Moderate Income (LMI) neighborhoods. Dilapidated structures have a negative effect on public safety, health, and community well-being. Uninhabitable vacant structures are a negative effecting neighborhood as they constitute slum and blight influences. This funding requested is to provide for demolitions and removal of commercial and residential structure. Increased funding is needed to more effectively address dilapidated structures and improve neighborhoods.
	Target Date	7/1/2020
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	The City will identify and remove dilapidated commercial and residential structures in Low-to-Moderate neighborhoods that are uninhabitable and vacant.
3	**Project Name**	Meals on Wheels Plus, Inc.
	Target Area	
	Goals Supported	
	Needs Addressed	COMMUNITY SERVICES
	Funding	CDBG: $81,000
	Description	Meals on Wheels is a non-profit program that prepares and delivers a free noon meal each weekday to low-income, at-risk elderly and other eligible adults who need this service. With constant use of the air conditioners there is a need to replace both the air conditioners and exhaust fans. This includes six air conditioning units, two large exhaust fans and an ice machine that are past their useful life and need to be replaced.
	Target Date	7/1/2020
	Estimate the number and type of families that will benefit from the proposed activities	

	Location Description	
	Planned Activities	The City of Abilene is providing funding to replace the air conditioners and exhausts for Meals on Wheels.
4	**Project Name**	The Salvation Army
	Target Area	
	Goals Supported	Homelessness
	Needs Addressed	HOMELESSNESS
	Funding	CDBG: $49,950
	Description	The Salvation Army has been in the community since 1900, helping those that are fragile and in need. The parking lot has holes, cracking concrete and asphalt, and other hazards that need to be repaired. The request is to repair the parking lot around the facility, so that guests, on-site residents, and staff will not be injured.
	Target Date	7/1/2020
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	The City of Abilene is providing funding to repair The Salvation Army's parking lot around its facility.
5	**Project Name**	Noah Project, Inc.
	Target Area	
	Goals Supported	Affordable Housing Homelessness
	Needs Addressed	HOUSING NEEDS HOMELESSNESS
	Funding	CDBG: $9,477
	Description	Noah Project seeks to install a new storage shed on its property, this will increase available storage space for large items, such as furniture and a lawn mower. Additional secure storage, will have the flexibility to move furniture or store larger equipment that we use to maintain maintenance and landscaping needs.

	Target Date	7/1/2020
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
6	**Project Name**	Abilene Habitat for Humanity
	Target Area	
	Goals Supported	Affordable Housing
	Needs Addressed	HOUSING NEEDS
	Funding	CDBG: $67,170
	Description	Funding requested to build 3 homes, in low-mod neighborhoods providing safe, decent, and affordable housing.
	Target Date	7/1/2020
	Estimate the number and type of families that will benefit from the proposed activities	3 families
	Location Description	
	Planned Activities	The funding will be used to help build 3 new homes in LMI neighborhoods for in-come eligible families.
7	**Project Name**	Abilene Hope Haven
	Target Area	
	Goals Supported	Homeless Needs
	Needs Addressed	HOMELESSNESS
	Funding	CDBG: $69,000
	Description	Request to for plumbing, re-piping and mapping of plumbing system for more sustainable, efficient and costly matters to ensure building sustainability and cost-efficiency long-term.
	Target Date	7/1/2020

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
8	**Project Name**	Neighborhood Initiatives Admin HOME
	Target Area	
	Goals Supported	
	Needs Addressed	HOUSING NEEDS COMMUNITY SERVICES (Public Services) ECONOMIC DEVELOPMENT COMMUNITY AND PUBLIC FACILITIES PUBLIC IMPROVEMENTS AND PUBLIC INFRASTRUCTURE
	Funding	CDBG: $294,850 HOME: $44,780
	Description	Supports staff costs of the HOME Administrative costs incurred by the Planning & Dev Dept, Neighborhood Services Division which oversees HOME program delivery for the Single-Family Rehabilitation and First Time Homebuyer programs.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	CDBG Housing Administration, CDBG Planning & Development Administration, HOME General Administration and HOME Housing Rehab Administration
9	**Project Name**	Housing Programs – City of Abilene
	Target Area	
	Goals Supported	Affordable Housing
	Needs Addressed	HOUSING NEEDS

	Funding	CDBG: $470,000 HOME: $374,992
	Description	Limited Critical/Limited Repair: CDBG $245,000. City program will assist 49 LMI owner-occupied homeowners in the 0-50% income category within the City Limits of Abilene to receive assistance with home repairs that effect safety, security and health. Neighborhood Revitalization Program: CDBG: $225,000. The City will help fund neighborhood revitalization projects in LMI neighborhoods. Single Family Rehab & Reconstruction: HOME $349,992 is for Single Family Rehab/Reconstruction City program will assist 4 LMI homeowners in the 0-80% income category to bring units up to code or replace them on same footprint. First Time Homebuyer: HOME $25,000. City will assist 5 LMI (not to exceed 80% income level) with assistance to first time homebuyers to purchase an affordable unit within Abilene City Limits.
	Estimate the number and type of families that will benefit from the proposed activities	First Time Homebuyer – 5 households Single-Family Rehab/Recon Program – 4 households Critical Limited Repair – 49 households Neighborhood Revitalization – 45 households
	Location Description	
	Planned Activities	CDBG Housing Administration, CDBG Planning & Development Administration, HOME General Administration and HOME Housing Rehab Administration

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Much of the funding from the CDBG program is available for use in any of the CDBG neighborhoods or citywide, depending on the specifics of the designated activities. Some funding is also available according to individual benefit rather than area benefit. Therefore, it is difficult to provide reasonable projections of the distribution of funds by target area. The numbers below are strictly estimates based on experience.

Geographic Distribution

Target Area	Percentage of Funds

Table 56 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The proposed allocation of funds is based on federal funding requirements for each formula-allocated grant. Areas of low to moderate-income concentration and certain areas of high minority concentration are targeted. Areas of low homeownership and deteriorating housing conditions were also considered in the targeting process.

Discussion

The distribution of funds by target area is projected to be primarily citywide due to use of funds for administrative, non-profit support, and individual benefit-oriented programmatic uses of the funds. The remaining funds are estimated to be spread through smaller CDBG-eligible areas.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City plans to provide Critical Housing Repairs, Rehabilitation, and Reconstruction to improve the habitability of owner occupied housing. Eligible applicants are low and moderate-income at 80% or below the median income citywide. Five programs will be funded in the 2020 program year.

Upon completion, 3 new affordable homes will be constructed, and 5 households will be assisted with homeownership opportunities. Additional outcome indicators include 94 low- to moderate-income (LMI) households assisted with improved access to housing and housing support services through these programs.

One Year Goals for the Number of Households to be Supported
Homeless
Non-Homeless
Special-Needs
Total

Table 57 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through
Rental Assistance
The Production of New Units
Rehab of Existing Units
Acquisition of Existing Units
Total

Table 58 - One Year Goals for Affordable Housing by Support Type

Discussion

Five programs, funded in the 2020 program year, will improve availability and access to affordable housing for individuals and families through direct housing related repairs and rehabilitation and/or the creation of new housing units. Client income, race, ethnicity and household head information will be maintained.

- Community Housing Development Organization (CHDO) – Habitat for Humanity – 3 single family homebuyer housing units. Homebuyers will be income qualified within the 50%-80% income category.
- City of Abilene Neighborhood Services – First-Time Homebuyer Program – 5 homeowners. This program assists with closing costs and down payment assistance for families with income up to 80% MFI.
- City of Abilene Neighborhood Services – Critical/Limited Repair - 49 owner occupied home repairs. This program assists only those families in the 0-50% income category with urgent/critical home repairs (i.e., gas leaks, busted sewer, water leaks).
- City of Abilene Neighborhood Services – Single-Family Rehab & Reconstruction – 4 homeowner units. These units will be completely brought up to building code by addressing all deficient systems (roof, electrical, plumbing, both gas and water). Reconstruction will remove the current unit and replace on footprint.
- City of Abilene - Neighborhood Revitalization – 45 households.

AP-60 Public Housing – 91.220(h)

Introduction

The AHA continues to manage 213 public housing units at four separate sites. The AHA has three sites that are multi-family, and one site that is an elderly/disabled site.

Actions planned during the next year to address the needs to public housing

The AHA continues to manage 213 public housing units at four separate sites. AHA also administers the HCV program (1,459 vouchers) for 20 counties in West Central Texas. AHA was recognized as a “High Performer” agency for the past four years. The Housing Choice Voucher (HCV) Program was recognized as a “High Performer” program for the seventh consecutive year and the Public Housing (LRPH) Program was recognized as a “High Performer” program for the fourth consecutive year.

Community Impact

AHA constantly seeks ways to positively impact the community in which it serves. Through its Housing Choice Voucher (HCV) program AHA works with 260+ landlords and AHA's subsidies enable them to generate income and pay property tax. The AHA Public Housing program works with vendors and contractors, many of which are locally owned. AHA's federal funds contribute to the local business economy through the business we conduct.

Assisting More Families: AHA has continued to increase the number of HUD-VASH vouchers serviced. This program provides housing to low-income homeless veterans. The AHA housed the HUD-VASH program to attain the highest level since inception.

Home Ownership: AHA continues to evaluate the need to provide an HCV Homeownership Program to the community. Federal Budget cuts are making this venture difficult.

Tenant Involvement: The AHA works to provide various opportunities for tenant involvement. The Resident Advisory Council (RAC) is in place; the Resident Advisory Board (RAB) is still active and providing valuable input during AHA's Annual Planning process.

On the Housing Choice Voucher (HCV) program, landlords and tenants are active participants on the Advisory Committee (designed to provide landlords and tenants with a forum to provide input into how to improve the HCV Program). The RAB works directly with AHA management and the AHA Resident Services Coordinator to help resolve issues, bring up needs for the capital fund improvement dollars, and work to help set new or revise old policies. The AHA Resident Services Coordinator works directly with many of the community agencies to attain programs and benefits for the residents, i.e., the Food Bank, the Abilene Independent School System, and Big Brothers/Big Sisters. The Big Brothers/Big Sisters program expands productive, recreational opportunities for its youth and enables the AHA to provide preventive services for the youth.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The AHA works to provide various opportunities for tenant involvement. The AHA has an active Resident Advisory board consisting of Public Housing participants. This Board works directly with AHA management and the AHA resident initiative coordinator to help resolve issues, bring up needs for the capital fund improvement dollars, and work to help set new or revise old policies. The AHA resident coordinator works directly with many of the community agencies to attain programs and benefits for the residents.

- Work Force Center that provides job search, job skills, short term training and supportive assistance to residents seeking work.
- Food bank for food pantry resources.
- Abilene Independent School System –partnering with lunch programs, Head Start registration, and truancy prevention.
- Taylor County Extension and WIC for health and nutrition needs
- Abilene Taylor County Public Health Department for the Expanded Primary Health Care (E.P.H.C) and Medical Assistance for Area Citizens (MAAC) by providing satellite site for applications and referrals.
- PRC (Prevention Resource Center) for Alcohol, Drug, Tobacco, and self-esteem issues.
- New Horizon for family counseling
- House of Faith Abilene provides on-site activities for Public Housing children at the Riviera and Earl Williams sites.
- Boys and Girls Club program that expands productive, recreational opportunities for its youth and enables the AHA to provide preventive services for the youth.
- Habitat for Humanity Presentations for Tenants interested in home ownership.
- Member of the Advisory Board for the development of the TTU Federally Qualified Health Clinic.
- Annual Father's Day Initiative – Event to invite fathers to be involved with their children through a cookout, games, and Community resource tables.
- Money-Follows-the Person (MFP) Program – designed to assist families move from Nursing Homes back into a community of their choice with supportive services. AHA set-aside five Public Housing units and five Housing Choice Vouchers for this program.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The West Texas Homeless Network is designated as the lead organization that provides outreach to the homeless populations and conducts research and surveys to determine their needs. The West Texas Homeless Network (62 persons from an average of 23 different agencies, businesses or organizations) is a multi-county coalition that conducts the Point-In-Time Survey. The survey estimates homeless characteristics and needs to develop better strategies for assisting people out of homelessness. Each year the sample size has increased, and the quality of data has improved. Communities gain important information through this initiative. The annualized homeless population estimate for Abilene is 501. Even though the process improves each year, these numbers are conservative. The 2020 Point-in-Time Survey effort captured 116 surveys. During the Point-in-Time Survey individual bags of personal hygiene products, socks and healthy snacks are distributed.

The Network is expanding the distribution of Pocket Pals to include convenience stores and other public locations.

Addressing the emergency shelter and transitional housing needs of homeless persons

Several local organizations such as social service agencies, charitable groups and religious organizations provide emergency/transitional housing and/or supportive services to the homeless and at-risk persons including abused women and children and substance abusers. The West Texas Homeless Network will continue to expand the HMIS in order to provide up-to-date information on services. The Network is expanding the distribution of Pocket Pals to include convenience stores and other public locations.

Services in place:

Rental/Mortgage/Utility Assistance

- AIDS Resources of Rural Texas
- Aspermont Small Business Development Center
- Central Texas Opportunities
- Rolling Plains Management Corporation
- First Baptist Church
- Episcopal Church of the Heavenly Rest

- Shackelford County Resource Center
- Taylor County Veterans Services Office
- The Salvation Army
- Christian Service Center of Abilene
- Christ Community Resource Center
- Abilene Baptist Social Ministries
- Methodist Service Center
- Baptist Children's and Family Services (Our House)

Rental Assistance

- AHA
- Sweetwater Public Housing Authority
- Stamford Public Housing Authority
- Baptist Children's and Family Services (Our House)

Outreach to Homeless on the Streets:

Love & Care Ministries conducts outreach through the Mobile Medical Unit which provides access to medical and dental services at different sites. Love & Care Ministries also visits homeless persons in their camps and provides approximately 100 sack lunches per day. Additional services at their facility such as providing lunch 4 days a week which is approximately 100-250 meals each day, and assistance obtaining I.D.'s and birth certificates and providing showering facilities.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Several local organizations such as social service agencies, charitable groups and religious organizations provide emergency/transitional housing and/or supportive services to the homeless and at-risk persons including abused women and children and substance abusers. The West Texas Homeless Network will continue to expand the Homeless Management Information System (HMIS) in order to provide up-to-date information on services. The Network is expanding the distribution of Pocket Pals to include convenience stores and other public locations.

Supportive services in the city including but not limited to are the following:

- Life Skills Training
- The Salvation Army
- Faith Works

- Abilene Hope Haven, Inc.
- ARCADA
- Workforce Center
- BCFS Transition Center
- Mental Health and Counseling Services
- MHMR
- Noah Project
- The Salvation Army
- Medical Care Mission

Homeless Youth

- Abilene Independent School District Homeless Liaison
- Harmony Family Services
- New Horizons The Audrey Grace House
- Our House

Family Services

- Methodist Children's Home & Services
- New Horizons: Family Connections
- Presbyterian Children's Home & Services

Child Care

- Day Nursery of Abilene
- Boys & Girls Club of Abilene
- City of Abilene Recreation Division

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The West Texas Homelessness Network will continue to reach out to homeless individuals and families by making available its information and referral service, and advertising available services through different mediums such as radio and television advertisements, newspapers and flyers. A well-developed referral and case management system will allow almost any agency to immediately assess the needs of homeless persons. The City will collaborate with homeless agencies that provide services to the homeless and persons that are subject to becoming homeless, such as recently released institutionalized persons.

Discharge Planning Policy

The West Texas Homeless Network met with city/county government, hospitals, Department of Human Services, the Justice System, and law enforcement agencies to develop a team approach to discharge planning in the West Central Texas area. This involved a four-step strategy of identifying the scope of the problem, identifying priorities, locating resources, and implementing institutional change.

The Network's focus is to continue to identify the scope and nature of the problem. The following activities are conducted:

- Survey shelter providers to see what public institutions are releasing clients/inmates to the area shelters.
- Identify public institutions that should be providing housing as part of discharge planning.
- Have shelters keep a record for a month on where shelter residents resided prior to entering the shelter.
- Recruit participation in the Network from public institutions in the Networks' Continuum of Care service area including Abilene and the surrounding 13 counties.

Discussion

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Barriers to Affordable Housing

The following barriers to affordable housing are identified in Abilene through the Consolidated Plan process:

- Insufficient funds for down payment - Private lending institutions typically require home purchasers to provide 10 to 20 percent of a home's value as a down payment. Many low-income households are already rent burdened, paying as high as 40 to 50% of their income for housing. Such high costs for current shelter preclude these low-income households from accumulating the funds for a down payment.
- High existing debt of prospective purchasers - Many low-income households also are saddled with excessively high existing debt for such items as credit accounts, car payments, and medical expenses that prevent obtaining private lender financing.
- Need for property repairs - The homes most affordable to low-income households tend to be located in neighborhoods where property has been poorly maintained and requires repair. Therefore, low-income purchasers often confront the prospect of obtaining a home that will require further financial investment for property improvements. Money for such improvements is frequently unavailable to low-income buyers and private lenders often are unwilling to lend the necessary funds for acquisition and repairs. Complicating the situation further is the reality that such affordable housing is often located in neighborhoods where money invested in property improvements does not necessarily translate into a corresponding increase in the value of the property.
- Lack of credit - Many low-income homebuyers have no credit record because they pay most of their expenses in cash.
- Poor credit - A very common barrier to home ownership is a blemished credit record. Unfavorable credit information can stay on a credit record for up to seven years and bankruptcy records stay on the report for 10 years. Additionally, due to the COVID-19 pandemic many mortgage lenders have increased their minimum qualification requirements of credit scores, For example, a person with a credit score of 580 can typically qualify for an FHA loan, but many lenders are now requiring a minimum score of 650.
- Available funding - A common barrier to affordable housing is available funding to the jurisdiction. When Federal funding to the jurisdiction is threatened, the availability of affordable housing for low-income persons is threatened, as well.
- Unemployment – According to the Bureau of Labor Statistics, the Abilene December 2019 workforce unemployment rate is 2.8%, which has remained steady since August 2019. However, due to the COVID-19 pandemic, unemployment has risen to 4.0% in April 2020. As unemployment rises, more people may face housing insecurity.
- Low number of living-wage jobs available.

- Housing inventory – There is a severe deficiency of rental units available for those living on very low incomes who can only afford a monthly gross rent of $500. Most of the available rental units in that category are one-bedroom or smaller units, which would not be optimal for families of more than two people.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Compared to nearby communities, Abilene's policies are reasonable. Furthermore, the development regulation process runs smoothly. City staff is available to assist developers and answer any questions. In the past, the City has provided regulatory incentives for affordable housing on a case-by-case basis. The Planning Division has developed incentives, in the form of relaxed regulations and Capital Improvements Program funding for infill development on empty plots of land in currently developed neighborhoods. Infill development is generally less expensive than new-neighborhood construction. Thus, infill development incentives will most likely result in a greater supply of affordable housing. In the past years, the City has set aside and awarded CIP funds to encourage infill development and will continue to do so as CIP funds are available. Much work remains to increase affordable housing opportunities. As a result, the City will continue to re-evaluate all development fees, regulations and program policies and procedures to determine whether any further revisions may be appropriate to enhance affordable housing for low-income City residents. As specific projects are proposed, the City will review the project for its compliance with existing local laws and regulations. If a local law or regulation should prove to have a negative impact on a proposed affordable housing program or project, such law or regulation would be reviewed to determine its viability.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

Actions planned to address obstacles to meeting underserved needs

Several local organizations such as social service agencies, charitable groups and religious organizations provide emergency/transitional housing and/or supportive services to the homeless and at-risk persons including abused women and children and substance abusers. The City of Abilene and the West Texas Homeless Network is involved in the development and activities of the local Continuum of Care System.

Actions planned to foster and maintain affordable housing

Four programs, funded in the 2020 program year, will improve availability and access to affordable housing for individuals and families through direct housing related repairs and rehabilitation and/or the creation of new housing units. Client income, race, ethnicity and household head information will be maintained.

- Community Housing Development Organization (CHDO) – Habitat for Humanity – 3 single family homebuyer housing units. Homebuyers will be income qualified within the 50%-80% income category.
- City of Abilene Neighborhood Services – First-Time Homebuyer Program – 5 homeowners. This program assists with closing costs and down payment assistance for families with income up to 80% MFI.
- City of Abilene Neighborhood Services – Critical/Limited Repair - 49 owner occupied home repairs. This program assists only those families in the 0-50% income category with urgent/critical home repairs (i.e., gas leaks, busted sewer, water leaks).
- City of Abilene Neighborhood Services – Single-Family Rehab & Reconstruction – 4 homeowner units. These units will be completely brought up to building code by addressing all deficient systems (roof, electrical, plumbing, both gas and water). Reconstruction will remove the current unit and replace on footprint.

Actions planned to reduce lead-based paint hazards

Over 70% of the houses in Abilene were built prior to 1978. The City continues to incorporate lead-based paint evaluation and reduction in its regular housing inspections and housing program review process. It is standard procedure to address lead based paint hazards through Lead Safe Work Practices and abatement as required by HUD and EPA on homes rehabilitated by the City of Abilene Planning and Development Services Department programs and CHDOs. The City will take the following steps on all private housing projects and the Housing Authority will continue to take the following steps on all government funded housing rehabilitation of public housing units.

- Inform all owners, occupants and landlords of lead-based paint hazards and provide information

on methods for reducing risk of exposure in pre-1978 homes.

- Provide testing and abatement for any households whose children have been shown to have elevated blood lead levels. Require the family be moved to a post-1978 unit, or unit that has passed this test.
- Require inspections for lead at the same time other inspections or evaluations are conducted on City sponsored housing.
- The ONS partnered with the West Texas General Contractors Association to host six of the State required "Safe Work Practices" certification classes for workers and contractors.

Actions planned to reduce the number of poverty-level families

The lowest income households are generally those threatened with homelessness and persons in public or assisted housing who are dependent upon public subsidies to maintain their own residences. In all, this segment of the population has the highest incidence of poverty. The City's focus on reducing the number of poverty level families will continue to consist of promoting self-sufficiency and innovative economic development strategies. The City of Abilene Economic Development Department will continue to promote economic expansion in a number of ways that enhance opportunities for low- and moderate-income residents. The Economic Development Department continues to be pro-active in retaining and seeking businesses that will bring salaries above the local average in order to raise the level of income for all Abilenians. It targets market shortages in the area, which benefit the unemployed/ underemployed, and opens up entry-level opportunities.

Actions planned to develop institutional structure

The City of Abilene will implement the Consolidated Plan by using the Planning and Development Services Department, Neighborhoods Initiatives Division (as part of the Office of Neighborhood Services) as the lead agency. The strength of the institutional structure is that we have an experienced team of staff members as well as an in-house Housing Rehabilitation Coordinator. Staff will manage and work closely with non-profit and for profit organizations in carrying out the Annual Action Plan activities. Various initiatives within the strategy include:

1. Work with non-profit organizations to address community needs and provide support to federal and non-federal funding initiatives.
2. Work with private industry to address important issues that hamper housing and community development efforts.
3. Identify opportunities to create private/public partnerships for project finance and development to leverage federal funds.

Actions planned to enhance coordination between public and private housing and social service agencies

The City's CDBG and HOME funds continue to be used to help meet the demand for decent, safe and affordable housing, homelessness, and other special needs. The City and G.V. Daniels Recreation/Senior

Center located in the Carver Neighborhood is working to provide access and training to citizens and youth to improve/update their technology skills and to improve employment opportunities. Additionally, the Office of Neighborhood Services (under the Planning and Development Services Department) which administers the CDBG and HOME programs will be involved in a number of activities. Activities will include continued participation in the Continuum of Care Plan. Continued involvement with organized targeted neighborhood organizations, and active collaboration with entities such as the United Way, West Texas Homeless Network, Connecting Caring Communities (CCC), Baptist Children and Family Services (BCFS), Disability in Action, Neighborhoods in Progress (NIP), Hope Haven Too, Habitat for Humanity, FaithWorks and the Abilene Housing Authority (AHA) to help identify and meet the under-served needs in the areas of housing, employment and training opportunities, homelessness, and special needs.

The services targeted to homeless persons and persons with HIV/AIDS and mainstream services are made available through the coordination of services provided by the array of non-profit service providers that constitute the West Texas Homeless network. These organizations partner with each other, the City, and mainstream service providers to provide a wide ranging response to the service needs of homeless persons and persons with HIV/AIDS, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   Not applicable.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   A description of the guidelines that will be used for recapture of HOME funds when used for homebuyer activities as required in 24 CFR 92.254, is as follows:

   The City of Abilene utilizes HOME funds to provide direct assistance through the city's First-Time Homebuyer Program, including all homebuyers participating in the CHDO's homebuyer program. The First –Time Homebuyer program will use recapture provisions. Based on the amount of direct HOME subsidy ($5,000 maximum), the program sets up a 5-year affordability period and provides a deferred payment forgivable loan (DPL) at a 0% interest rate.

   Under "Recapture" if the home is sold prior to the end of the affordability period, the homeowner may sell to any willing buyer at any price; a portion of the net proceeds from the sale, if any, will be returned to the City to be used for other eligible HOME activities. The portion of net proceeds returned to the City is only the direct homebuyer subsidy and equal to the amount of HOME funds invested in the property, less the amount forgiven to that point. The amount forgiven will be based on 1/60th per month for each full month that the property has been occupied as the principal residence.

   Any funds remaining after the distribution of net proceeds to all lien holders, including the City, will be returned to the homeowner. In the event of a sale, short sale and/or foreclosure, the amount subject to recapture will be limited to the 'net sales proceeds' available at the time of such occurrence. Net sales proceeds are the sales price minus superior loan repayments, not including HOME and any closing costs. Additional information regarding recapture provisions are detailed in the City's written affordable housing policies and procedures. In cases of non-compliance (rental, that is not used as the primary residence), 100% of the HOME funds will be recaptured. Recapture provisions are enforced with a lien and promissory note for a minimum of 5 years.

   If there are insufficient funds remaining from the sale of the property recapture will be based on the ration of the HOME subsidy to the total of the homeowner's investment plus the HOME subsidy. If the City recaptures less than or none of the recapture amount due, the City will maintain data that provides the amount of the sale and the distribution of the funds. This will document that:

   1. There were no net proceeds, or;
   2. The amount of the net proceeds was insufficient to cover the full amount due.

3. A description of the guidelines for resale and/or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   Federal assistance will be provided in the form of a 0% interest, deferred payment loan (DPL) and will be secured by a HOME Written Agreement, fully executed and dated by all applicable parties, a Promissory Note and Deed of Trust. The Deed of Trust is recorded in the Real Property Records of Taylor County.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City does not intend to use HOME funds to refinance existing debt secured by multifamily housing that is being rehabilitated with HOME funds. In addition, the funds will not be used to refinance multifamily loans made or insured by any federal program. The City is aware that HOME funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.

   All applicants for CDBG and HOME assisted programs/projects are required to meet the prevailing HUD income guidelines. The City's selection procedure for all programs is first come, first serve with one exception. That exception is limited to the Single Family Rehab Program. After screening for basic eligibility if there are multiple applicants at the same time, staff will evaluate address location. Service will be first to those located in a Council-specified neighborhood (Carver, Sears, North Sayles, Butternut/Chestnut, Holiday Hills and Alameda) prior to assisting those homeowners in other areas of Abilene.

   Program information is provided at the City's website at **www.abilenetx.gov/ONS** , Texas 2-1-1 Call for Help hotline and though multi-media sources i.e., Facebook, Twitter and City News Releases.

Attachments

Appendix - Alternate/Local Data Sources

Exhibit A: City of Abilene Household Income Distribution by Housing Tenure

	Owners		Renters		Total	
	#	%	#	%	#	%
Less than $5,000	221	1.0%	1,420	7.0%	1,641	3.8%
$5,000 to $9,999	176	0.8%	964	4.8%	1,140	2.7%
$10,000 to $14,999	1,392	6.2%	1,565	7.7%	2,957	6.9%
$15,000 to $19,999	575	2.6%	644	3.2%	1,219	2.9%
$20,000 to $24,999	1,345	6.0%	1,521	7.5%	2,866	6.7%
$25,000 to $34,999	1,849	8.2%	3,711	18.3%	5,560	13.0%
$35,000 to $49,999	4,003	17.8%	3,668	18.1%	7,671	17.9%
$50,000 to $74,999	3,380	15.0%	3,259	16.1%	6,639	15.5%
$75,000 to $99,999	3,622	16.1%	1,406	6.9%	5,028	11.8%
$100,000 to $149,999	3,317	14.7%	1,733	8.6%	5,050	11.8%
$150,000 or more	2,612	11.6%	369	1.8%	2,981	7.0%
Total	**22,492**	**100%**	**20,260**	**100%**	**42,752**	**100%**
2018 Median household income	$ 59,667		$ 36,071		$ 46,383	

Source: U.S. Census Bureau, 2018 American Community Survey 1-Year Estimates, Financial Characteristics

Exhibit B: Comparison of Existing (2018) City of Abilene Housing Inventory to Households by Price / Rent Afforded

	Supply of Existing Units	Number of Households Able to Afford Units	Existing Surplus (Deficit) of Units
Home Value			
< $50,000	2,911	1,789	1,122
$50,000 - $99,999	6,136	1,920	4,216
$100,000 - $149,999	5,326	1,849	3,477
$150,000 - $199,999	3,371	4,003	(632)
$200,000 - $299,999	3,306	7,002	(3,696)
$300,000 - $499,999	1,269	3,317	(2,048)
$500,000+	1,73	2,612	(2,439)
Monthly Gross Rent			
Less than $500	1,150	4,593	(3,443)
$500 - $999	10,423	5,232	5,191
$1,000 - $1,499	6,090	3,668	2,422
$1,500 - $1,999	1,004	3,259	(2,255)
$2,000 - $2,499	109	1,406	(1,297)
$2,500 - $2,999	0	1,733	(1,733)
$3,000+	230	369	(139)

Source: U.S. Census Bureau, 2018 American Community Survey 1-Year Estimates, Financial Characteristics
Source: U.S. Census Bureau, 2018 American Community Survey 1-Year Estimates, Selected Housing Characteristics.

Notes from the Gethsemane Temple Community Group Meeting

Top Housing Needs

- There are many, many abandoned homes throughout Abilene – especially in the northern half of the city. With some renovation, they would be great starter homes for families.
- Many homes are abandoned or in really bad shape, but it is difficult to know who owns the property and get them to keep up the homes or property. There aren't any regulations to enforce upkeep.
- Home financing relies a lot on credit scores. Creditors and the financing process are cumbersome; language can be a challenge, too, especially for refugees.
- Apartment rents are unbelievably high. A 3-bedroom apartment may rent for $750 to $1,000 per month, and rents are rising!
- Some people do not maintain their homes and property. Many homes are falling down but not being taken down.
- Home ownership is going down, and more people are needing or choosing to rent.
- There is plenty of land that could be used for home-building but no efficient way to get it into people's hands.
- Many landlords do a good job. A few don't, but most are very responsive.
- There has always been an ongoing need for help paying utility bills. A lot of people do not know to sign up for a utility contract that would provide lower, more stable rates. There is a need to educate people about this.

Homelessness

- It is a serious problem.
- AISD "has 1,200 homeless kids," but the number includes kids living with relatives or other situations other than a nuclear family in their own house or apartment. There are still a couple hundred truly homeless kids in the AISD system, though.
- The Hendrick Home for Children has historically provided good resources for kids from families facing serious difficulties. The old one was torn down a year or two ago.
- Love and Caring Ministries does a lot of work with the homeless. They are a center for services locally.
- Churches also reach out to the homeless and provide a lot of help. Some people don't want help, though.
- The biggest homeless need is to break the cycle of poverty.

How do we motivate people to help themselves and/or engage available community services?

- Treat people well and try to help people get over any stigma issues related to asking for help.

- Communicate opportunities to people, show them where they can be (i.e,, goals), and help them develop a clear path how to get there.
- Counselors, social workers, and navigators would help.
- Financial literacy education – formal and informal – would be helpful.
- We need to figure out some way to change the culture. It all comes down to education; education drives hope.

Other comments

- There are lots of single parent homes. If you are a single parent household needing childcare, you might as well stay home because the amount you'll make will go to childcare.
- Childcare – especially for lower income households – is a huge problem.
- Childcare subsidies are available, but (1) navigating the system is difficult, (2) a lot of people who could use the help are not aware of it or how to get it, (3) even if you have the subsidy, childcare center openings are few.
- Childcare for kids with developmental disabilities or other personal challenges is really limited.
- More Early Childhood Education / Head Start services are needed.
- Advocacy (or lack of it) is a huge void for childcare and housing-related issues.
- Healthcare – pediatric care and broad-based mental health is needed.

Transportation and access to care

- There wasn't a bus stop that was close to some people with chronic illnesses. There is a need for more stops throughout the city.
- There is a need for expansion of Medicaid rides to healthcare appointments. The service exists, but it is underused.
- Bus stop shelters are a huge need! Enlist businesses and churches to sponsor them being built.

Magic wand question responses

- More street lights
- Broad-based neighborhood renewal.
- Housing maintenance and renovations.
- Improved drainage system; some areas flood when it rains.
- Qualifying for City of Abilene (or other funders') resources is difficult because the income window of those who qualify is small – it is easy to "make too much" to no longer qualify.
- The overall process of getting things done by the City or others needs to be simplified.
- Potholes – especially on the north side – are a big problem.
- The See-Click-Fix app works pretty well!
- "My magic wand response is to have businesspeople share their success with employees and use the money to bring up the whole neighborhood."

Notes from Alameda Community Center Community Group Meeting

Strengths:

- People in Abilene are easy to work with and are friendly
- Small town feel and a short commute in and around town
- Great business experience
- Great place to get involved

Top Housing Needs:

- There is a need for more affordable housing for both homeowners and renters.
- Some landlords don't maintain their properties. Codes are not being enforced.
- Many renters don't complain to landlords in fear of retaliation and possible eviction. Since there is always demand for renters (i.e., college students, military), there is always someone willing to move into the apartment.
- Larger apartment complexes with dedicated property management/landlords are generally better maintained than smaller rental units who likely have a landlord who owns one or two rental units and don't live in Abilene. It seems that parents or grandparents might die and pass the home to a child who rents it out but lives elsewhere.
- There is a formal process for complaints, but most people don't know where to go.
- Residents who live in public housing are required to have regular check-ups so the quality of housing is better and the residents also know who to contact for repairs and/or complaints.
- Abilene has a high number of abandon houses, especially in the Alameda neighborhood. The neighborhood used to primarily military housing, but since has transitioned to more of a low income neighborhood.
- A few years ago, Alameda had a robust neighborhood association, but recent elections yielded an inactive leadership committee. More representation or help from the City may help revitalize the once active neighborhood association.
- There seems to be more programs for utility assistance vs. rental or mortgage assistance programs. The City has programs along with many churches and non-profit organizations.
- There are several programs in the city that help with home maintenance projects, like building a wheelchair ramp or repairing a roof. These programs include: Boots on the Ground, Texas Ramp Project, and Dyess We Care.
- Habitat for Humanity offers a weatherization program for homeowners. It's best utilized for cold weather vs. hot weather. Not everyone in town is aware of the program.

Awareness of Services and Programs

- Almost everyone pays a water bill. That could be a good way to communicate with people in Abilene. Radio is about mode of communication that is widely utilized in the area.
- Most people are aware of 211, but it can be intimating because the automated menu offers too many options.
- There is an education and access gap in the community. Not everyone has a computer and/or internet or a car.

- Neighborhood associations are usually a great place to obtain information and resources, especially around housing issues.

Homelessness

- There is more episodic homelessness vs. chronic homelessness. A lot of families experience homelessness on and off.
- There is a possibly of a spike in homelessness in the elderly population due to insufficient health insurance and retirement savings to cover the costs of long-term care such as a nursing home.
- There appears to be a high number of homeless individuals who are experiencing mental health and/or substance use disorders.
- Veteran programs are doing an amazing job at keeping veterans off the streets and in homes or transitional housing.
- The is generally enough half-houses in Abilene for most of the general population although there are not enough options for drug addicted women.
- The Salvation Army has enough space for the entire homeless population, but they have a lot of rules that not everyone wants or can follow. Additionally, there are not spaces for families (aka a couple with kids).

Other community needs

- There is a growing traffic problem.
- Too many potholes!
- Transportation can be limited for some populations. Not everyone can afford a car. Those without reliable transportation have limited housing options.
- Childcare can be an issue for some people.

Magic Wand/Extra CDBG Money Uses

- Revitalize vacant houses in lower income neighborhoods
- Very focused project – repair a few homes as a case study. A lot of people and organizations have money in Abilene that could be used to continue this project if it's successful.
- Community policing – have local police be more involved in neighborhoods again

Notes from Rose Park Community Center Community Group Meeting

Housing Needs

- More quality and affordable housing for seniors
- Programs to help seniors age in place at home (i.e., add wheelchair ramps, fix roofs if needed, etc.)

Other Community Needs

- Abilene Public Library charges non-residents a $10 fee for library cards

- Road conditions – potholes, alleyways

Notes from Cobb Park Community Center Community Group Meeting

Housing Needs

- More affordable housing
- More landlords that accept Section 8 vouchers
- More accessible units for individuals with disabilities. The inventory is very limited, especially for those who qualify for public housing assistance
- More awareness of programs that help seniors with home repairs

Other Community Needs

- Improved community center facilities
- Meal programs for isolated seniors
- Improved access to public transportation

FY 2020/2024 Consolidated Plan and One-Year Action Plan

City Council Meeting

July 23, 2020

Consolidated Plan Research Process

- Data analysis
  - Validated sources to identify housing needs and quality.
  - Demographic data from the US Census Bureau and other sources.
- Stakeholder interviews
  - Including one with people representing high-need or other communities facing unique challenges (e.g., low / moderate income households, veterans, people facing disabilities, multi-lingual or monolingual Spanish, and others).
- Community group meetings
  - Held four in-person meetings in low-income neighborhoods
- Outreach and data exchange with organizations working to address housing needs
  - Examples … the Abilene Housing Authority, West Texas Homeless Network, United Way of Abilene, and many others.
- Community survey
  - Approximately 232 responses.
  - Diverse demographics – age, gender, race / ethnicity.
- Public Hearing and Comment Period
  - Received feedback from Abilene citizens

Public Hearing Meeting

- Public Hearing was held on June 11, 2020 at the City Council meeting where an overview was presented of the Consolidated Plan and Action Plan to the City Council and other interested citizens
- Two citizens addressed the Council:
  - Individual A – Stated her concerns on current projects CDBG funds are used for and requests reallocation of funds to other projects, like low-income citizens.
  - Individual B – Stated she thinks there is an insufficiency on multi-family housing in Abilene and is advocating for a resident housing committee.
- No vote or action was taken at this time. A 30-day public comment period commenced on June 12, 2020 and ended on July 12, 2020.

Public Comments

- The following organizations provided responses during the public comment period:
  - United Way of Abilene / 211
  - Abilene Hope Haven
  - Community Foundation of Abilene
  - West Central Texas Regional Foundation
  - FaithWorks of Abilene, Inc.
  - West Texas Homeless Network

ONS Response to Public Comments

- The Office of Neighborhood Services (ONS) met with the concerned community organizations and individuals to listen and discuss their public comments on the Consolidated Plan on July 10, 2020.
  - ONS and City officials will continue to meet and discuss collaboration efforts in the future.

Conclusions

- No modifications to the Consolidated Plan have been made except to record the public comments and actions being taken moving forward.
- City Council to vote to approve the 2020-2024 Consolidated Plan and Action Plan today.
- Once approved by the City Council, the Plan will be sent to HUD by August 15, 2020 for final approval.

Questions?

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

TO: **Robert Hanna, City Manager**

FROM: **Mike Rains, Finance Director**

SUBJECT: **9. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Acknowledging Receipt and Review of the Abilene-Taylor County Events Venue District's Budget for Revised FY 2020 and Approved FY 2021 *(Mike Rains)***

GENERAL INFORMATION

The Abilene-Taylor County Events Venue District's board of directors approved their Revised FY 2020 and Approved FY 2021 budgets at their July 8, 2020 board meeting.

The bylaws of the District require the budget to be reviewed by the City Council and the Taylor County Commissioners Court prior to enactment on October 1st.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The funds for the District are derived solely from the 2% hotel/motel venue tax. No City or County funds are received by the District

STAFF RECOMMENDATION

Staff recommends receipt and review of the District's budget for FY 2020 Revised and FY 2021 Approved.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution Acknowledging Receipt of the Abilene-Taylor County Events Venue District Budget
2. Venue FY21 Operating Budget
3. Venue FY21 I&S Budget
4. Powerpoint - Resolution Acknowledging Receipt of Venue District Budget

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ACKNOWLEDGING RECEIPT OF THE ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT'S BUDGET FOR REVISED FY 2020 AND APPROVED FY 2021

WHEREAS, the Abilene-Taylor County Events Venue District's board of directors approved their Revised FY 2020 and Approved FY 2021 budgets at their July 8, 2020 board meeting; and

WHEREAS, the bylaws of the Abilene-Taylor County Events Venue District require the budget to be reviewed by the City Council of the City of Abilene, Texas and the Taylor County Commissioners Court; and

WHEREAS, attached as Exhibit A is the Revised FY 2020 and Approved FY 2021 budget of the Abilene-Taylor County Events Venue District.

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, Texas has received and reviewed the budget of the Abilene-Taylor County Events Venue District for Revised FY 2020 and Approved FY 2021.

ADOPTED this 23rd day of July, 2020.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Anthony Williams, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT
VENUE OPERATING FUND
STATEMENT OF REVENUES & EXPENDITURES (BUDGET BASIS)
2020-21 BUDGET

	ACTUAL 2018-19	APPROVED 2019-20	REVISED 2019-20	APPROVED 2020-21
Beginning Undesignated Balance	$5,000	$5,000	$5,000	$5,000
REVENUE				
Venue Tax	$1,015,371	$1,025,000	$805,000	$923,000
Miscellaneous Revenue	115	110	50	10
Total Revenue	$1,015,486	$1,025,110	$805,050	$923,010
Total Resources	$1,020,486	$1,030,110	$810,050	$928,010
EXPENDITURES				
Transfer to Debt Service	$102,962	$104,100	$104,100	$104,900
Frontier Texas! Operating Funds	490,718	481,772	366,394	427,813
Expo Center Operating Funds	401,496	418,736	318,455	371,837
Administrative Fee	20,310	20,502	16,101	18,460
Total Expenditures	$1,015,486	$1,025,110	$805,050	$923,010
Ending Undesignated Balance	$5,000	$5,000	$5,000	$5,000

ABILENE-TAYLOR COUNTY EVENTS VENUE DISTRICT
INTEREST AND SINKING FUND
STATEMENT OF REVENUES & EXPENDITURES (BUDGET BASIS)
2020-21 BUDGET

	ACTUAL 2018-19	APPROVED 2019-20	REVISED 2019-20	APPROVED 2020-21
Beginning Designated Balance	$27,614	$28,535	$28,535	$28,895
REVENUE				
Transfer from Project Fund	$102,962	$104,100	$104,100	$104,900
Interest on Investments	921	875	360	100
Total Revenue	$103,883	$104,975	$104,460	$105,000
Total Resources	$131,497	$133,510	$132,995	$133,895
EXPENDITURES				
Principal	$75,000	$80,000	$80,000	$85,000
Interest	27,962	24,100	24,100	19,900
Total Expenditures	$102,962	$104,100	$104,100	$104,900
Ending Designated Balance	$28,535	$29,410	$28,895	$28,995

Note:				
AISD-Shotwell - Parking Lot Debt - 76.74%	$79,013	$79,886	$79,886	$80,500
Expo Debt - 23.26%	23,949	24,214	24,214	24,400
Total	$102,962	$104,100	$104,100	$104,900

Resolution Acknowledging Abilene-Taylor County Events Venue District Revised FY 2020 and Approved FY 2021 Budget

CITY OF ABILENE TEXAS

Resolution Acknowledging Abilene-Taylor County Events Venue District Revised FY 2020 and Approved FY 2021 Budget

- In accordance with the Venue District's bylaws their budget must be presented to the City Council.

- Funds from the District are solely from the 2% hotel/motel venue tax. No City or County funds are received by the District

- The net collections of the District will be distributed 53.5% to Frontier Texas and 46.5% to the Expo Center for FY 2021. The Venue Board made no change to the allocation for Frontier Texas and the Expo Center from FY 2020.

- The Venue District will be dissolved during FY 2024 with the last payment of the bonds.

Resolution Acknowledging Abilene-Taylor County Events Venue District Revised FY 2020 and Approved FY 2021

Questions?

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

TO: **Robert Hanna, City Manager**

FROM: **Stan Standridge, Police Chief**

SUBJECT: **10. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Awarding a Bid to GT Distributors, Inc, for Police Level IIIA body armor pursuant to BuyBoard Contract 603-20 *(Stan Standridge)***

GENERAL INFORMATION

The SWAT Team and the Special Operations Division (Narcotics) wear Level IIIA body armor when serving high-risk warrants or similiar duties. The armor is certified by the National Institute of Justice and must be replaced every five years.

SPECIAL CONSIDERATIONS

Quotation reflects BuyBoard Contract 603-20.

FUNDING/FISCAL IMPACT

The Department will use Narcotics Seized Funds for the full purchase amount.

STAFF RECOMMENDATION

Staff recommends the award of bid to GT Distributors, Inc.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution for 2020 Police Body Armor Purchase
2. GT Distributor BuyBoard Quote
3. 2020 Level IIIA Body Armor Replacement for PD

RESOLUTION NO._____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY OF ABIILENE TO AWARD THE PURCHASE OF (31) SETS OF LEVEL IIIA BODY ARMOR FROM GT DISTRIBUTORS.

WHEREAS, the City finds it is in the best interests of the citizens of Abilene that some officers be provided with higher threat-level body armor to fulfill police responsibilities; and

WHEREAS, the City Council agrees the Department has historically purchased Level IIIA body armor that is certified by the National Institute of Justice; and

WHEREAS, the City Council recognizes that the armor expires every fifth year; and

WHEREAS, the City Council approves the purchase of (31) sets of armor with associated pouches for use by the SWAT Team and the Narcotics Division, for a total cost of $123,560.24.

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

PART 1: The City Council approves the purchase of armor from GT Distributors, Inc, reference BuyBoard Contract 603-20.

PART 2: The City Manager or his designee is authorized to execute any necessary transaction(s) to fully comply with the grant requirements.

PART 3: Narcotics Seized Funds will be used for this purchase.

PART 4: That this Resolution shall take effect immediately from and after passage.

Adopted the 23rd day of July, 2020.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Anthony Williams, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

Quote	QTE0123769
Date	6/25/2020
Page:	1

GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Bill To:

Abilene City of (TX)
City of Abilene
Attn: AccountsPayable
P.O. Box 60
Abilene TX 79604

Ship To:

Abilene City of (TX)
4565 South First
Attn:
Abilene TX 79605

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
FAV 62520	001732	DJ	FEDEX-GROUNDN	NET 15	0/0/0000	2,161,670

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
31	PTA-FAV-AWS-FST-DN	ProTech FAV FST - DN#6503 DPD with standard MOLLE 15 set in Ranger green 16 sets in coyote	EA	$355.67	$11,025.77
31	PTA-1219752*	FAV Ballistics, Hardwire® 68 Level IIIA	EA	$1,333.68	$41,344.08
31	PTA-1314092*	Collar, Hardwire® 68 Level IIIA 15 set in Ranger green 16 sets in coyote	EA	$155.44	$4,818.64
31	PTA-1314093*	Throat, Hardwire® 68 Level IIIA 15 set in Ranger green 16 sets in coyote	EA	$129.53	$4,015.43
31	PTA-1314094*	Structured Upper Arms, Short, Hardwire® 68 Le 15 set in Ranger green 16 sets in coyote	EA	$362.69	$11,243.39
31	PTA-1346106*	Enhanced Groin, TMW, Hardwire® 68 Level III/ 15 set in Ranger green 16 sets in coyote	Each	$323.83	$10,038.73
32	PTA-1345363*	Protech X CAL DTC1 Type III ICW 10X12 Multi	EA	$233.68	$7,477.76
30	PTA-1314832*	Protech DT206C Level III 10x12 Multi Curve Sh	EA	$289.47	$8,684.10
62	PTA-1223589-PS*	POLICE ID Panel SMALL 30 sets in Ranger green 32 sets in coyote	EA	$6.19	$383.78
62	PTA-1223589-PL*	Protech 8.5X3 Police ID Patch 30 sets in Ranger green 32 sets in coyote	EA	$6.19	$383.78

Quote	QTE0123769
Date	6/25/2020
Page:	2

GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Bill To:

Abilene City of (TX)
City of Abilene
Attn: AccountsPayable
P.O. Box 60
Abilene TX 79604

Ship To:

Abilene City of (TX)
4565 South First
Attn:
Abilene TX 79605

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
FAV 62520	001732	DJ	FEDEX-GROUNDN	NET 15	0/0/0000	2,161,670

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
15	PTA-1220976-HC*	Protech Delta 4 4-Bolt High-Cut Includes: Team Wendy cam fit Suspension System with Epic Air Pads, ARC rails, Wilcox L4 3 hole NVG mount	EA	$755.96	$11,339.40
16	PTA-1220976-FC*	Delta 4 4-Bolt Full-Cut Delta 4 full cut helmet w/ TW suspension and Epic Air Pads	EA	$554.96	$8,879.36
16	PTA-TP5B*	Protech Triple Short M4 Mag Pouch Coyote	EA	$23.68	$378.88
16	PTA-TP10B*	Protech Triple Sidearm Pouch Coyote	PR	$21.05	$336.80
16	PTA-TP20*	Protech Medic Pouch Coyote	EA	$31.58	$505.28
16	PTA-TP15*	Pro Tech Grenade Pouch Coyote	EA	$18.42	$294.72
15	PTA-TP18*	Protech Tacticl Gas Mask Pouch Ranger green	EA	$31.58	$473.70
16	PTA-TP32*	Protech-Dump Pouch #3082 Coyote	EA	$47.37	$757.92
16	PTA-TP21A*	Protech Universal Radio Pouch w/ Bungee Cor Coyote	EA	$26.31	$420.96
16	PTA-TP17A*	Protech Handcuff Pouch - Double Coyote	EA	$18.42	$294.72
16	PTA-TP33*	Protech TP33 Tourniquet Pouch	EA	$28.94	$463.04

Quote	QTE0123769
Date	6/25/2020
Page:	3

GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Bill To:

Abilene City of (TX)
City of Abilene
Attn: AccountsPayable
P.O. Box 60
Abilene TX 79604

Ship To:

Abilene City of (TX)
4565 South First
Attn:
Abilene TX 79605

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
FAV 62520	001732	DJ	FEDEX-GROUNDN	NET 15	0/0/0000	2,161,670

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
		Coyote			
1	NOTES:	Notes:	EA	$0.00	$0.00
1	NOTES:	Notes:	EA	$0.00	$0.00
		Quotation reflects BuyBoard Contract 603-20.			
		Contract period 04/01/20-03/31/21.			
		Email BuyBoard PO's to info@buyboard.com			

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Thank you for your business, Todd Prellop.

Subtotal	$123,560.24
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$123,560.24

Resolution:
Awarding Bid to GT Distributors, LLC for Police Level IIA Body Armor Pursuant to BuyBoard Contract 603-20

CITY OF ABILENE TEXAS

Police Purchase of Body Armor

- The SWAT Team and the Narcotics Division wear Level IIIA body armor when executing high-risk warrants and other law enforcement responsibilities.
- The armor expires every fifth year, primarily due to heat and UV exposure.
- The Department seeks the purchase of 31 sets of armor from GT Distributors for $123,560.24 (BuyBoard Contract 603-20).
- Narcotics Seized Funds will be used, versus General Fund dollars.

QUESTIONS?

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **11. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on authorizing a contract with Parkson Corporation for the Purchase and Installation of two Replacement Drum Screen Units for the Hamby Water Reclamation Facility *(Rodney Taylor)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council authorize a contract with Parkson Corporation of Vernon Hills, IL(Parkson) for the purchase and installation of two (2) replacement drum screen units in the amount of $428,993.46. The drum screen units are for the Hamby Water Reclamation Facility. This is a single source purchase of exact replacement units having proprietary design dimensions. The purchase of another brand of drum screen would require structural modifications to the pretreatment structure for proper fitment.

SPECIAL CONSIDERATIONS

The Hamby Water Reclamation Facility receives raw sewage from the Buck Creek Pump Station. The sewage first passes through a pretreatment structure for the removal of grit and suspended materials. The structure, including the drum screens, was placed into service prior to January 2015. Excessive wear and corrosion has made the units very unreliable and maintenance intensive. The two replacement units will be of like design but constructed of 316 Stainless Steel which is more resistant to corrosion. The vendor will provide a work crew to remove two existing units and install the two new units.

FUNDING/FISCAL IMPACT

Funds for the purchase are included in the 2020 annual operating budget of the Water Utilities Department.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council authorize the purchase and installation from Parkson Corporation of the two drum screen units in the amount of $428,993.46.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-Authorize contract with Parkson Corporation-Purchase and Install 2 drum screen units-7-23-2020
2. Contract-Purchase and install drum screens-Parkson Corporation-7-23-2020
3. Presentation-Authorize contract with Parkson-Purchase-Install 2 drums screens-Hamby WRF-7-23-2020

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A CONTRACT WITH PARKSON CORPORATION FOR THE PURCHASE AND INSTALLATION OF TWO REPLACEMENT DRUM SCREEN UNITS FOR THE HAMBY WATER RECLAMATION FACILITY.

WHEREAS, the City of Abilene (City) owns and operates the Hamby Water Reclamation Facility (HWRF) which treats the municipal wastewater generated by the City and several surrounding communities; and

WHEREAS, the HWRF pretreatment structure includes three Parkson drum screen units operating in parallel to remove suspended particles from the wastewater stream; and

WHEREAS, the drum screen units have become unreliable and maintenance intensive due to excessive wear and corrosion and must be replaced; and

WHEREAS, City staff is recommending that two of the existing drum screen units be replaced with like units of Parkson's proprietary design but being constructed from 316 stainless steel which is more resistant to corrosion; and

WHEREAS, City staff included funds in the Fiscal Year 2020 Annual Operating Budget for the replacement of two of the drum screen units, and this contract with Parkson will provide for the purchase and installation of two replacement drum screen units constructed of 316 stainless steel in the amount of $428,993.46; and

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

That the Abilene City Council authorizes the City Manager to execute the contract with Parkson Corporation for the purchase and installation of two replacement drum screen units in the amount of $428,993.46.

ADOPTED this 23rd day of July, 2020.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Anthony Williams, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

CITY OF ABILENE

CONTRACT

This contract, dated the _____ day of _____, 2020, is between the City of Abilene ("City"), a home rule municipal corporation of the State of Texas and Parkson Corporation ("Contractor"), a Corporation organized under the laws of the State of Florida.

I. TERMS

In consideration of $428,993.46, the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

After the CONTRACTOR has fully performed the terms of this AGREEMENT and the CITY'S agent is satisfied that the work has been completed with the terms of this Agreement, the CITY'S agent shall pay the contractor in one lump sum the money specified.

The CITY reserves the right to prorate or to withhold payment from the CONTRACTOR if the CITY'S agent determines that the CONTRACTOR fails to fully perform the work in accordance with the terms of this Agreement, in which case the CONTRACTOR shall bear all costs, including the cost of hiring someone else, due to the CONTRACTOR'S neglect, delay, or refusal to fulfill the terms of this Agreement.

The CITY reserves the right to have its agent inspect the premises to determine whether or not the CONTRACTOR has fully complied with the terms of this Agreement.

II. PAYMENT

Payment shall be made under the terms of Attachment B, which is incorporated by reference, according to all its provisions.

III. DURATION

Contractor must complete all required work within 165 calendar days after the Engineer, Enprotec/Hibbs & Todd, has approved the contracts record drawings.

IV. ASSIGNMENT

DLL 7-15-2020

Contractor may not assign any interest under this contract without the City's prior written consent. All of the terms and provisions of this Contract are binding on Contractors successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONTRACTOR

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

VI. AMENDMENT OR MODIFICATION

This contract, including any attachments, constitutes the parties' entire agreement. This agreement may not be modified or replaced except by another signed written agreement.

VII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

(i) injury or damage to any property or right

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

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

(iv) all other costs and expenses of litigation

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

7-15-2020

"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.

A. 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 NEGLIGENCE OF THE CITY.

VIII. 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

dh 7-15-2020

required certificates of insurance. The City may terminate this agreement 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 agreement, 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 must:

1. Name the City as an additional insured for operations under this contract.

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

C. TYPES AND AMOUNTS OF INSURANCE

The following insurance is required under this contract:

Type		Amount
_X__1.	Workers' Compensation	Statutory
	Employer's Liability	$100,000 per occurrence

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_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	

IX. 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.

X. 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. Contractor -- not City -- must verify eligibility for employment as required by IRCA.

XI. INDEBTEDNESS TO CITY

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

7-15-2020

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.

XII. EQUAL EMPLOYMENT OPPORTUNITY

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

XIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIV. 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.

XV. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

7-15-2020

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 that are required in completing the work contracted for in this agreement.

XVI. PAYMENT AND PERFORMANCE BONDS

If the value of this Bid is below $50,000, Performance and Payment Bonds are not required; however, the City will not pay the Contractor until the work is accepted and the Contractor furnishes an acceptable Release of Lien and Affidavit of Bills Paid to the City.

If the value of this Bid exceeds $50,000, the Contractor must also furnish a payment bond. If the value of this Bid exceeds $100,000, the Contractor must furnish a performance bond when the Contract is executed and delivered to the City. The Bonds, for the full amount of the contract, must be executed by a corporate surety company authorized to do business in the State of Texas and acceptable to the City. Bonds for projects using federal dollars must be underwritten by a surety name in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

The City may require additional security if the initial surety becomes insolvent, bankrupt, or otherwise financially unable to protect the City under the terms of the contract. The City's requiring new or additional security relieves neither the original surety nor the Contractor of their obligations under the contract. City may, without incurring any liability, stop work under the contract until Contractor furnishes additional security.

XVII. SEVERABILITY AND WAIVER

The partial or complete invalidity of one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

XVII. NOTICES

Any notices or other communications required or permitted under this agreement are sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to City at:

ATTN: Rodney Taylor
P.O. Box 60
Abilene, Texas 79604-0060

7-15-2020

or to Contractor at:

ATTN: Ron Maiorana, Western Regional Sales Manager -Parkson Corporation
562 Bunker Court
Vernon Hills, IL 60061
(720) 474-7645

or to such other address furnished in writing by any party to the others. Notice will be deemed given as of the date so delivered or on the date of deposit in the United States mail, as the case may be.

XVII. 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 and the same instrument.

XVIII. BOYCOTT OF ISRAEL

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

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

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

XIX. 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.

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

7-15-2020

7-15-2020

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

CITY OF ABILENE

By:

Name:

Title:

ATTEST:

City Secretary

APPROVED:

By: _____
City Attorney

CONTRACTOR

By:

Name: Dianne Kaplan

Title: Contracts Manager

PARKSON CORPORATION CORPORATE SEAL 1967 DELAWARE

Federal Tax ID#: 59-1204973

Corporate Seal if applicable

7-15-2020

ATTACHMENT A

Scope of Work

Installation of two (2) Rotoshear PF EZ Care internally-fed rotary drum screens Model RDS60120DVT, identical to the exisiting units per attached Parkson drawing P0610031301 with the exception that the material will be type 316 stainless steel instead of type 304 stainless steel for the price of $428,993.46

Items not included:
Control Panel
Screen discharge chute extension
Lifting crane (to be supplied by customer)

Parkson will furnish one (1) certified crew to jobsite to remove exsisting units and replace with the new units outlined above. Dates of service to be scheduled upon Purchaser's written request.

The Quotation dated July 9, 2020 provided by Parkson Corporation is Incorporated into this Agreement and attached herein. In the event that any terms and conditions of the Quotation conflict with any terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT control. It is specifically agreed to between the City and Parkson Coporation that the "Parkson's Standard Conditions of Sale" are not part of this AGREEMENT, and are not incorporated into the attached Quotation nor this AGREEMENT.

dlw 7-15-2020

Quotation

NUMBER: B061 Rev 1 **DATE:** July 9,2020

TO: City of Abilene **REF.:** Hamby WWTP

Parkson Corporation is pleased to provide a quotation for the following equipment.

ITEM 1 EQUIPMENT

Two (2) Rotoshear® PF EZ Care internally-fed rotary drum screens model RDS60120DVT, identical to the existing units per attached Parkson drawing P0610031301 with the exception that the material will be type 316 stainless steel instead of type 304 stainless steel.

ITEMS NOT INCLUDED:
-Control panel
-Screen discharge chute extension
-Lifting crane (to be supplied by customer)

ITEM 2 SERVICES

2.A **Drawings and Installation, Operation and Maintenance (IO&M) Manuals:**

1. Approval drawings: 6 prints included
2. Certified drawings: 6 prints included
3. IO&M manuals: 6 included

2.B **Installation/Start-up:**

Parkson will furnish one (1) certified crew to jobsite to remove existing units and replace with new units outlined in Item 1. Dates of service to be scheduled upon Purchaser's written request.

2.C **Mechanical Warranty:**

Per Section XVI of the Standard Conditions of Sale.

PURCHASE PRICE:

All of the above for	$424,746.00.
Payment and Performance Bonds	4,247.46
	$428,993.46

F.O.B. shipping point, freight allowed to jobsite, taxes excluded.

VALIDITY:

Purchase Price is valid for 60 days from quotation date, for shipment of equipment within the timetable stated below.

PAYMENT TERMS:

100% net 30 days after shipment.

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TIMETABLE GUIDELINE:

Within ten (10) business days of receiving a written Purchase Order in Parkson's office, if necessary, Parkson will submit a written Request for Additional Information requesting items including, but not limited to, full-scale drawings, specification sections, amendments and other documents necessary for Parkson to begin work on this Project. No work can be done on this Project until all Additional Information is received by Parkson, thus beginning the Submittal Phase. If you do not receive such a Request for Additional Information within the stated ten (10) business days, then the Submittal Phase will begin on the eleventh (11th) business day following receipt of the written Purchase Order in Parkson's office. The Shipment Phase is thereafter contingent upon your final approval of all submitted Approval Drawings. Once said final approval is received in Parkson's offices, the Shipment Phase will begin.

Submittal Phase: Submittals will be completed as soon as possible.

Shipment Phase: 165 days after submittal approval.

Dates are subject to confirmation upon receipt of written Purchase Order.

TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: *http://www.parkson.com/files/documents/Sales-conditions.pdf*.

BUYER/OWNER RESPONSIBILITY IF APPLICABLE:

- Controls.
- Discharge chute extension.
- Spare parts.
- Anchor bolts.
- Washwater booster pump.
- Concrete or steel support structure or pads.
- Local disconnects or junction boxes.
- Control panel mounting.
- Spray wash water connection and piping.
- Heat tracing or power for heat tracing of spray wash piping.
- Drain piping.
- Pressure gauges.
- Isolation and pressure regulating valves.
- Gate valves, check valves, butterfly valves, ball valves, Y-strainers.
- Portable steam cleaner.
- Screenings dumpster.
- Lubricants.
- Shop or field painting.
- Influent and effluent connection: Units are provided with loose flanged connections. Piping should be supported independent of the unit.
- Unloading, uncrating, installation and installation supervision. Installation will, at minimum, require a forklift and possibly a crane/hoist.
- Readiness of the equipment before requesting start-up service. Non-readiness may incur additional charges.
- Electrical connection and interconnecting wiring (including any of the following: E-Stop button, solenoid valves, interlock switches, motors, main control panel); wiring and conduit from each unit-mounted electrical device to a terminal box or control panel.
- Interconnecting piping.

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- Piping connections, access platforms, ladders, gratings and railings unless stated otherwise.
- Determining the compatibility of equipment materials of construction and process conditions (air and water) is the responsibility of the owner and/or consulting engineer. Note that even relatively low levels of H2S and/or Chlorides can cause corrosion of 304SS and thus it is important for the owner and/or consulting engineer to pay particular attention to materials suitability for the specific water/wastewater in which the equipment will be operated. Higher grades of stainless steel like 316 are options.
- Any other auxiliary equipment or service not detailed above.

Issued By:

PARKSON CORPORATION
562 Bunker Court
Vernon Hills, IL 60061

Name: Ron Maiorana
Title: Western Regional Manager
Date: July 9, 2020

Accepted By: (Herein called the Buyer)

Name
Title:
Date:

dh 7-15-2020

ATTACHMENT B

PAYMENT SCHEDULE

OPTION 1 ___

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of $Click or tap here to enter text. per hour not to exceed $Click or tap here to enter text..

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 _X__

Payment is in a lump sum amount of $428,993.46 upon completion of the work and written acceptance by City's Project Representative.

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

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

OPTION 3 ___

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

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

Before final acceptance of this project by the City, the 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 agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

dlu 7-15-2020

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, orTWCC-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 contractors'/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractors" in 406.096) - includes all persons or entities performing all or part of the services the 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 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

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(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, Section401.011(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;

dlw 7-15-2020

(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)

7-15-2020

Authorize contract with Parkson Corporation for the purchase and installation of two replacement drum screen units for the Hamby Water Reclamation Facility.

CITY OF ABILENE TEXAS

- Authorize contract with Parkson Corporation.
- Contract value of $428,993.46.
- Purchase and install two replacement drum screen units having same dimensions as original units.
- New units will be constructed of 316 Stainless steel for better corrosion resistance.
- Drum screens are used for the removal of smaller suspended particles in wastewater.

Representative image of similar Parkson drum screen units

Authorize contract with Parkson Corporation for the purchase and installation of two replacement drum screen units for the Hamby Water Reclamation Facility.

Questions
?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **12. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on awarding the bid to Bo Simon, Inc. for the Griffith Road Water Line Replacement. *(Rodney Taylor)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council award the bid to Bo Simon, Inc. (Bo Simon) of Canyon, Texas in the amount of $365,208.75 for CB-2064 Griffith Road Water Line Replacement Project (Project). Bids were advertised in the Abilene Reporter News on June 14th and 21st, 2020. Bids were opened on Tuesday July 7th, 2020. A total of 5 bids were received. The Project Engineer has evaluated the bids using the best value criteria and does recommend awarding the bid to Bo Simon. The Project Engineer and City Staff have determined that the bid by Bo Simon is the best value bid.

The bid packet includes a Base Bid, a Deductible Alternate Bid, and an Additive Alternate Bid. The Deductible Alternate Bid is for a reduction in project cost of $68,456.25 for leaving the existing asbestos cement pipe in place. The Additive Alternate Bid is for an increase in the project cost of $52,080.00 for filling the abandoned asbestos cement pipe with flowable fill concrete mix. The Project Engineer and City Staff recommend awarding the Base Bid only at the bid price of $365,208.80.

SPECIAL CONSIDERATIONS

The City of Abilene is planning for the major renovation of a section of Griffith Road from E. N. 10th Street to Marathon Road. There is an existing 10inch diameter water main located within the paved area of the planned roadway renovation. The shallow water main is an

obstruction to the reconstruction of the roadway and therefore it must be relocated and/or replaced at a deeper depth. The project is for the installation of approximately 3,750 feet of 10inch PVC water main and related appurtenances.

FUNDING/FISCAL IMPACT

Funding for the project will come from Fund 575 designated for Water Utilities Capital Improvements.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council award the bid to Bo Simon, Inc. in the amount of $365,208.75 for the Griffith Road Water Line Replacement Project.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-WtrDpt-Award Bid-Bo Simon-Griffith Road WL Replacement-7-23-2020
2. Letter of Recommendation-Bid Tab-Griffith Road WL Replacement-Bo Simon-7-23-2020
3. Contract-Griffith Road WL Replacement-Bo Simon Inc-7-23-2020
4. Presentation-Award Bid-Bo Simon-Griffith Road WL Replacement-7-23-2020

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AWARDING THE BID TO BO SIMON, INC. FOR THE GRIFFITH ROAD WATER LINE REPLACEMENT PROJECT.

WHEREAS, the City of Abilene (City) owns and operates a Public Water Supply System; and

WHEREAS, the City is planning for the reconstruction of Griffith Road from East North 10th Street to Marathon Road including the installation of curbs and gutters; and

WHEREAS, Engineers have identified various sections of existing shallow water piping that is obstructing the planned roadway and drainage improvements; and

WHEREAS, Jacob and Martin, LLC (JM) was hired to provide plans and contract documents, bidding assistance, general project supervision, and contract administration for the relocation of water pipeline; and

WHEREAS, Bo Simon, Inc. (Bo Simon) submitted the lowest priced qualifying bid in the amount of $365,208.75 for the Griffith Road Water Line Replacement Project, and JM has evaluated the bids for best value criteria and for conformity with the advertisement for bids and does recommend awarding the bid to Bo Simon; and

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

That the City Manager is authorized to execute a construction contract with Bo Simon, Inc. for the Griffith Road Water Line Replacement Project in the amount of $365,208.75.

ADOPTED this 23rd day of July, 2020.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Anthony Williams, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

INTEGRITY
EXCELLENCE
TRUST

July 14, 2020

Mr. Rodney Taylor
Director of Water Utilities
City of Abilene
P.O. Box 60
Abilene, Texas 79604

Re: Griffith Road Water Line Replacement
Letter of Recommendation for Award

Sent: Via Email

Dear Mr. Taylor:

On July 7, 2020 the City of Abilene received bids for the Griffith Road Water Line Replacement Project. Five bids were received for this project. A bid tabulation sheet summarizing the bids is included as an attachment to this letter. The bids included a base bid and alternate bids items which would allow for abandoning the exiting AC pipe in place and filling the pipe with flowable fill instead of removing the AC pipe. The five bids have been evaluated based on the "Best Value" criteria included in the Contract Documents. Based on our evaluation of the bids it is our conclusion that Bo Simon, Inc. provides the "Best Value" competitive bid at a total base bid amount of $365,208.75.

Jacob and Martin has evaluated the Bo Simon bid for conformity with the Contract Documents and checked their references. It is recommended that the contract be awarded to Bo Simon, Inc. for the contract amount of $365,208.75. If the Water Department and City Council agrees with the recommendation for award, Jacob and Martin will prepare contract documents for execution by the Contractor and the City. Feel free to contact me if you have any questions.

Sincerely,

Kirt Harle, P.E.

JACOB | MARTIN

325.695.1070
817.594.9880
info@jacobmartin.com
www.jacobmartin.com
3465 Curry Lane
Abilene, TX 76906
1508 Santa Fe, Suite 203
Weatherford, TX 76086
TBPE Firm #: 2448 | TBAE Firm #: BR 2261 | TBPLS Firm #: 10024300 – Abilene | TBPLS Firm #: 10193992 - Weatherford

City of Abilene
Griffith Road Water Line Replacement
Bid Date: July 7, 2020 / 2:00 PM
JM Project Number: 20181

JACOB MARTIN
Abilene, Texas

Bid Tabulation

Engineer: Jacob & Martin, LLC
Abilene, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:

Item #	Item Description	Quantity	Unit	Bo Simon, Inc. 28700 US-87 S Canyon, TX 79015 Unit Price	Total		W&S Construction, LLC 5310 Knollwood Drive Abilene, TX 79606 Unit Price	Total	Bontke Brothers Construction 102 College Drive Abilene, TX 79601 Unit Price	Total	Lupe Rubio Construction Co., Inc. 981 Dilley Street Kingsland, TX 78639 Unit Price	Total	Starks Construction Co., Inc. 7449 Lantana Abilene, TX 79606 Unit Price	Total
1	Mobilization, Bonds, and Insurance	1	LS	$ 12,000.00	$ 12,000.00		$ 20,000.00	$ 20,000.00	$ 30,000.00	$ 30,000.00	$ 23,000.00	$ 23,000.00	$ 15,000.00	$ 15,000.00
2	10" DR18 C900 PVC WL	3,785	LF	$ 26.00	$ 98,410.00		$ 54.00	$ 204,390.00	$ 65.00	$ 246,025.00	$ 53.27	$ 201,626.95	$ 50.00	$ 189,250.00
3	6" DR 18 C900 PVC WL	60	LF	$ 70.00	$ 4,200.00		$ 62.00	$ 3,720.00	$ 55.00	$ 3,300.00	$ 49.97	$ 2,998.20	$ 45.00	$ 2,700.00
4	10" Gate Valve and Box	8	EA	$ 1,875.00	$ 15,000.00		$ 2,550.00	$ 20,400.00	$ 3,000.00	$ 24,000.00	$ 3,017.28	$ 24,138.24	$ 2,600.00	$ 20,800.00
5	8" Gate Valve and Box	3	EA	$ 1,570.00	$ 4,710.00		$ 2,000.00	$ 6,000.00	$ 2,500.00	$ 7,500.00	$ 2,257.40	$ 6,772.20	$ 1,500.00	$ 4,500.00
6	6" Gate Valve and Box	7	EA	$ 871.00	$ 6,097.00		$ 1,500.00	$ 10,500.00	$ 2,000.00	$ 14,000.00	$ 1,633.26	$ 11,432.82	$ 900.00	$ 6,300.00
7	10" Tapping Sleeve and 10" Tapping Valve	1	EA	$ 5,448.00	$ 5,448.00		$ 4,100.00	$ 4,100.00	$ 5,000.00	$ 5,000.00	$ 8,091.08	$ 8,091.08	$ 4,500.00	$ 4,500.00
8	6" Fire Hydrant	6	EA	$ 3,117.00	$ 18,702.00		$ 3,800.00	$ 22,800.00	$ 4,000.00	$ 24,000.00	$ 4,452.92	$ 26,717.52	$ 3,500.00	$ 21,000.00
9	10" Water Line Connection	1	EA	$ 1,485.00	$ 1,485.00		$ 2,250.00	$ 2,250.00	$ 5,000.00	$ 5,000.00	$ 7,354.25	$ 7,354.25	$ 2,500.00	$ 2,500.00
10	8" Water Line Connection	4	EA	$ 1,056.00	$ 4,224.00		$ 1,600.00	$ 6,400.00	$ 3,000.00	$ 12,000.00	6575.63	$ 26,302.52	$ 1,800.00	$ 7,200.00
11	6" Water Line Connection	1	EA	$ 1,015.00	$ 1,015.00		$ 1,200.00	$ 1,200.00	$ 2,000.00	$ 2,000.00	$ 6,214.09	$ 6,214.09	$ 1,200.00	$ 1,200.00
12	3/4" Short Service Reconnect (Including main line tap, service line, service reconnect & new meter box)	14	EA	$ 1,876.00	$ 26,264.00		$ 1,200.00	$ 16,800.00	$ 1,500.00	$ 21,000.00	$ 1,434.63	$ 20,084.82	$ 800.00	$ 11,200.00
13	Cut and Cap Existing Water Line	1	EA	$ 2,117.00	$ 2,117.00		$ 2,250.00	$ 2,250.00	$ 5,000.00	$ 5,000.00	$ 2,532.59	$ 2,532.59	$ 750.00	$ 750.00
14	Remove Existing 10" Asbestos Cement Pipe	3,720	EA	$ 12.90	$ 47,988.00		$ 27.00	$ 100,440.00	$ 30.00	$ 111,600.00	$ 26.74	$ 99,472.80	$ 55.00	$ 204,600.00
15	Remove Existing Valve Box	8	EA	$ 250.00	$ 2,000.00		$ 350.00	$ 2,800.00	$ 600.00	$ 4,800.00	$ 460.00	$ 3,680.00	$ 200.00	$ 1,600.00
16	Remove Fire Hydrant	2	EA	$ 2,000.00	$ 4,000.00		$ 750.00	$ 1,500.00	$ 1,000.00	$ 2,000.00	$ 690.00	$ 1,380.00	$ 1,000.00	$ 2,000.00
17	Metal Detectable Tape	3,845	LF	$ 0.30	$ 1,153.50		$ 0.30	$ 1,153.50	$ 0.50	$ 1,922.50	$ 0.60	$ 2,307.00	$ 0.20	$ 769.00
18	Tracer Wire	3,845	LF	$ 0.25	$ 961.25		$ 0.40	$ 1,538.00	$ 0.50	$ 1,922.50	$ 0.72	$ 2,768.40	$ 0.50	$ 1,922.50
19	Pavement Repair (for new PVC Pipe Installation and AC Pipe Removal)	1,464	SY	$ 24.75	$ 36,234.00		$ 26.00	$ 38,064.00	$ 25.00	$ 36,600.00	$ 46.00	$ 67,344.00	$ 45.00	$ 65,880.00
20	SWPPP	1	LS	$ 1,500.00	$ 1,500.00		$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 9,200.00	$ 9,200.00	$ 2,000.00	$ 2,000.00
21	Traffic Control	1	LS	$ 11,700.00	$ 11,700.00		$ 13,500.00	$ 13,500.00	$ 4,500.00	$ 4,500.00	$ 23,000.00	$ 23,000.00	$ 15,000.00	$ 15,000.00
22	Allowance for work directed and in writing by the City for legitimate Project related issues	1	LS	$ 60,000.00	$ 60,000.00		$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00	$ 60,000.00
	TOTAL BASE BID (Items 1 - 22)				**$ 365,208.75**	*		**$ 544,805.50**		**$ 627,170.00**		**$ 636,417.48**		**$ 640,671.50**

DEDUCTIBLE ALTERNATE BID

Bid Item	Description	Est. Qty.	Unit	Unit Price	Total Amount		Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
D1	Remove Existing 10" Asbestos Cement Pipe	3,720	LF	$ 12.90	$ 47,988.00		$ 27.00	$ 100,440.00	$ 32.00	$ 119,040.00	$ 26.74	$ 99,472.80	$ 55.00	$ 204,600.00
D2	Pavement Repair (For AC Pipe Removal Only)	827	SY	$ 24.75	$ 20,468.25		$ 26.00	$ 21,502.00	$ 25.00	$ 20,675.00	$ 46.00	$ 38,042.00	$ 45.00	$ 37,215.00
	TOTAL DEDUCTIBLE ALTERNATE BID (ITEMS D1-D2)				**$ 68,456.25**			**$ 121,942.00**		**$ 139,715.00**		**$ 137,514.80**		**$ 241,815.00**

ADDITIVE ALTERNATE BID

Bid Item	Description	Est. Qty.	Unit	Unit Price	Total Amount		Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
A1	Fill Abandoned Asbestos Cement Pipe with Flowable Fill	3,720	LF	$ 14.00	$ 52,080.00		$ 3.40	$ 12,648.00	$ 14.00	$ 52,080.00	$ 13.51	$ 50,257.20	$ 14.00	$ 52,080.00
	TOTAL ADDITIVE ALTERNATE BID (ITEMS A1-A1)				**$ 52,080.00**			**$ 12,648.00**		**$ 52,080.00**		**$ 50,257.20**		**$ 52,080.00**
	BASE BID - DEDUCTIBLE ALTERNATE BID + ADDITIVE ALTERNATE BID				**$ 348,832.50**			**$ 435,511.50**		**$ 539,535.00**		**$ 549,159.88**		**$ 450,936.50**

(*) - Extension Error

JM TBPE Firm # 2448
JM TBAE Firm # BR2261
JM TBPLS Firm # 10194493

CONSTRUCTION CONTRACT

BACKGROUND

THIS CONTRACT, made on the ____ day of _____, 20 20 , is between the City of Abilene, a Municipal Corporation of Taylor and Jones Counties, Texas ("City"), and Bo Simon, Inc. _____ of the City of Canyon , State of Texas _____. ("Contractor").

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

THE AGREEMENT

1. Work and Consideration. The Contractor hereby agrees to commence and complete the construction of Work required in the Contract Documents – incorporated herein by reference – Griffith Road Water Line Replacement

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

In consideration of this Work, the City will pay the Contractor the sum of $365,208.75.

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

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

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

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

6. Indemnity.

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

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

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

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

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

B. Indemnity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Name of Contractor:
Bo Simon, Inc.

Signature

Business Address: 28700 Hwy 87
Canyon, TX 79015

Business Phone No. 806-336-0140
Federal Tax I.D. # 47-4895526

Name – Typed or Printed
Bo Simon

Title – Typed or Printed
Owner

ATTEST: (If Corporation)

Corporate Seal
(If none, write "None")

CITY OF ABILENE

Name: Robert Hanna

Title: City Manager

ATTEST:

City Secretary

APPROVED:

City Attorney

Seal

Award Bid to Bo Simon, Inc. for the Griffith Road Water Line Replacement Project.

CITY OF ABILENE TEXAS

- Award bid to Bo Simon, Inc.
- Bid value of $365,208.75.
- Existing water main is shallow and is obstruction to planned roadway reconstruction.
- Project is for replacing approximately 3,750 feet of existing water main with PVC pipe installed at a deeper depth.
- Project is along Griffith Road between E. N. 10th Street and Marathon Road.

INTERSTATE 20
Pubus Fountain Lake
MARATHON ROAD
Abilene Heights Area
Marathon Rd
Pemelton Dr
Smith Dr
Lunsford Foundation Trail
E North 10th St
REPLACE 10 INCH WATER LINE
GRIFFITH ROAD
Woodrow Griffith Lake
Perseverence
Lamar Cir
Hillard Ct
Newcastle Dr
Westheimer Rd
Teakwood Ln
EAST NORTH 10TH STREET

Award Bid to Bo Simon, Inc. for the
Griffith Road Water Line Replacement Project.

Questions
?

CITY OF
ABILENE
TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **13. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Authorizing a Contract with Insituform Technologies, LLC for the 2020 Sanitary Sewer Clean and TV Project *(Rodney Taylor)***

GENERAL INFORMATION

Water Utilities staff recommends that the Abilene City Council authorize a contract with Insituform Technologies, LLC. (Insituform) for the 2020 Sanitary Sewer Clean and TV Project. Insituform is able to offer the cleaning and CCTV inspection services through BuyBoard Cooperative Purchasing at contract pricing in compliance with Texas Local Government Code Chapter 271. The total price for the sanitary sewer clean and TV inspection services is $279,864.00.

SPECIAL CONSIDERATIONS

The project is for the cleaning and CCTV inspection of approximately 18,700 linear feet of 18" to 36" diameter sanitary sewer main. This work is the initial phase of a greater project to specifically identify and classify pipe condition of certain large diameter sewer main segments, and then at a later date follow up with a second phase rehabilitation project based on these findings. This cleaning project will satisfy Provision 10 of the Sanitary Sewer Overflow Initiative Agreement with the Texas Commission on Environmental Quality.

The recently completed Wastewater Master Plan Report by Enprotec/Hibbs & Todd, Inc. lists numerous needed wastewater improvements divided into three categories: Immediate, Short-Term, and Long-Term. This project is focusing on the Immediate proposed improvements, and will address known needs while also validating the methodology used to

evaluate infrastructure and develop those lists.

The City hired Jacob and Martin, LLC. (JM) to assist City staff in evaluating the best option for acquiring contractor services to perform the work. It was determined that the City could obtain those services through BuyBoard Cooperative Purchasing. JM evaluated the proposal from Insituform and determined that the BuyBoard pricing is a good value for the City.

FUNDING/FISCAL IMPACT

The project will utilize proceeds from the 2019 Certificates of Obligation issued for Water Utilities Capital Improvements.

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council authorized the contract with Insituform Technologies, LLC through BuyBoard Cooperative Purchasing for the 2020 Sanitary Sewer Clean and TV Project in the amount of $279,864.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. WrittenResolution-Authorize contract with Insituform Technologies LLC-2020 Sanitary Sewer Clean and TV Project-BuyBoard-7-23-2020
2. Contract-2020 Sanitary Sewer Clean and TV-Insituform Technologies LLC-7-23-2020
3. Presentation-Authorize Contract-Insituform Tech LLC-2020 Sanitary Sewer Clean and TV-BuyBoard-7-23-2020

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING A CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC. THROUGH BUYBOARD COOPERATIVE PURCHASING FOR THE 2020 SANITARY SEWER CLEAN AND TV PROJECT.

WHEREAS, on June 19th, 2013 the City of Abilene entered into the Sanitary Sewer Overflow Agreement (Agreement) with the Texas Commission on Environmental Quality, and Provision 10 of the Agreement requires that Abilene perform the forth phase of cleaning and CCTV inspection of large sewer mains; and

WHEREAS, the City hired Jacob and Martin, LLC. (JM) to assist City staff in acquiring cleaning and CCTV inspection services using a list of high priority sewer collection system mains, and to utilize the resulting inspection data to determine the best methods for a subsequent rehabilitation project; and

WHEREAS, it was determined that the City could obtain the cleaning and CCTV inspection services through BuyBoard Cooperative Purchasing at contract pricing in compliance with Texas Local Government Code Chapter 271, and said pricing is a good value for the City; and

WHEREAS, City staff and JM recommend the contract with Insituform Technologies, LLC for the 2020 Sanitary Sewer Clean and TV Project in the amount of $279,864.00; and

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

That the Abilene City Council authorizes the City Manager to execute the contract with Insituform Technologies, LLC for the 2020 Sanitary Sewer Clean and TV Project in the amount of $279,864.00.

ADOPTED this 23rd day of July, 2020.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Anthony Williams, Mayor

APPROVED:

_____
Stanley E. Smith, City Attorney

CITY OF ABILENE

CONTRACT

This contract, dated the _____ day of _____, 2020, is between the City of Abilene ("City"), a home rule municipal corporation of the State of Texas and Insituform Technologies ("Contractor"), a LLC organized under the laws of the State of Delaware.

I. TERMS

In consideration of $279,864.00, the Contractor must provide the services described in Attachment A, which is incorporated by reference, according to all its provisions.

and Contractor's Proposal, attached hereto,

After the CONTRACTOR has fully performed the terms of this AGREEMENT and the CITY'S agent is satisfied that the work has been completed with the terms of this Agreement, the CITY'S agent shall pay the contractor in one lump sum the money specified.

The CITY reserves the right to prorate or to withhold payment from the CONTRACTOR if the CITY'S agent determines that the CONTRACTOR fails to fully perform the work in accordance with the terms of this Agreement, in which case the CONTRACTOR shall bear all costs, including the cost of hiring someone else, due to the CONTRACTOR'S neglect, delay, or refusal to fulfill the terms of this Agreement.

The CITY reserves the right to have its agent inspect the premises to determine whether or not the CONTRACTOR has fully complied with the terms of this Agreement.

II.PAYMENT

Payment shall be made under the terms of Attachment B, which is incorporated by reference, according to all its provisions.

III. DURATION

Contractor must complete all required work within 90 calendar days after the effective date of this Contract.

IV. ASSIGNMENT

Contractor may not assign any interest under this contract without the City's prior written consent. All of the terms and provisions of this Contract are binding on Contractors successors and assigns and may be enforced by the City against such successors and assigns.

V. STATUS OF CONTRACTOR

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

VI. AMENDMENT OR MODIFICATION

This contract, including any attachments, constitutes the parties' entire agreement. This agreement may not be modified or replaced except by another signed written agreement.

VII. INDEMNITY

A. Definitions

For the purpose of this section the following definitions apply:

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

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

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

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

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

(i) injury or damage to any property or right

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

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

(iv) all other costs and expenses of litigation

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

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

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

B. Indemnity

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

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

Contractor must at all times exercise reasonable precautions on behalf of and be soley responsible for, the safety of Contractor's empolyees 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 empolyees.

Contractor shall be apportioned to the extent of its degree of fault or responsibility concerning liability or damages which are directly or indirecty attributable to their remise defects.

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 CONTRACTOR'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.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES: Neither party shall be liable to the other for consequential damages to or arising out of this Contract.

VIII. 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 agreement 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 agreement, 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 must:

1. Name the City as an additional insured for operations under this contract.

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

C. TYPES AND AMOUNTS OF INSURANCE

The following insurance is required under this contract:

Type	Amount
_X_1. Workers' Compensation	Statutory
Employer's Liability	$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	

IX. 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.

X. 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. Contractor -- not City -- must verify eligibility for employment as required by IRCA.

XI. INDEBTEDNESS TO CITY

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

The City will not knowingly award contracts for goods or services to any bidder in arrears to the City for any debt, claim, demand, or account whatsoever, including taxes, penalty 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.

XII. EQUAL EMPLOYMENT OPPORTUNITY

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

XIII. MINORITY AND WOMEN BUSINESS ENTERPRISES

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

XIV. 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.

XV. 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 that are required in completing the work contracted for in this agreement.

XVI. PAYMENT AND PERFORMANCE BONDS

If the value of this Bid is below $50,000, Performance and Payment Bonds are not required; however, the City will not pay the Contractor until the work is accepted and the Contractor furnishes an acceptable Release of Lien and Affidavit of Bills Paid to the City.

If the value of this Bid exceeds $50,000, the Contractor must also furnish a payment bond. If the value of this Bid exceeds $100,000, the Contractor must furnish a performance bond when the Contract is executed and delivered to the City. The Bonds, for the full amount of the contract, must be executed by a corporate surety company authorized to do business in the State of Texas and acceptable to the City. Bonds for projects using federal dollars must be underwritten by a surety name in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

The City may require additional security if the initial surety becomes insolvent, bankrupt, or otherwise financially unable to protect the City under the terms of the contract. The City's requiring new or additional security relieves neither the original surety nor the Contractor of their obligations under the contract. City may, without incurring any liability, stop work under the contract until Contractor furnishes additional security.

XVII. SEVERABILITY AND WAIVER

The partial or complete invalidity of one or more provisions of the Contract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

XVII. NOTICES

Any notices or other communications required or permitted under this agreement are sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to City at:

ATTN: Rodney Taylor – Director of Water Utilities
P.O. Box 60
Abilene, Texas 79604-0060

or to Contractor at:

ATTN: ~~Laura M. Andreski~~ Gina Gurrierii, Contracting and Attesting Officer
17988 Edison Avenue
Chesterfield, Missouri 63005

or to such other address furnished in writing by any party to the others. Notice will be deemed given as of the date so delivered or on the date of deposit in the United States mail, as the case may be.

XVII. 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 and the same instrument.

XVIII. BOYCOTT OF ISRAEL

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

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

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

XIX. 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.

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

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

CITY OF ABILENE

By:

Name: Robert Hanna

Title: City Manager

CONTRACTOR

By: Gina Gurrieri

Name: Gina Gurrieri

Title: Contracting/ Attesting Officer

ATTEST:

_____

City Secretary

Federal Tax ID#: 13-3032158

APPROVED:

By:_____

City Attorney

Corporate Seal if applicable

ATTACHMENT A

Scope of Work

The proposed project includes the cleaning and CCTV inspection of approximately 18,700 linear feet of 18" - 36" vitrified clay sewer lines as described in the Buy Board proposal attached to and made part of this contract.

ATTACHMENT B

PAYMENT SCHEDULE

OPTION 1 ___

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of $Click or tap here to enter text. per hour not to exceed $Click or tap here to enter text..

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 City's Project Representative.

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

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

OPTION 3 __X_

Payment is a fixed fee amount not to exceed $279,864.00, payable incrementally as earned and invoiced monthly upon completion of the work and written acceptance by the City's Project Representative.

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

Before final acceptance of this project by the City, the Contractor shall execute and provide City with an Affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this agreement have been paid in full, and that there are no claims pending of which 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, orTWCC-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 contractors'/person's work on the project has been completed and accepted by the City.

Persons providing services on the project ("subcontractors" in 406.096) - includes all persons or entities performing all or part of the services the 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 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, Section401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

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

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

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

(End of Document)

ATTACHMENT D

BUY BOARD CONTRA CTOR PROPOSAL

Insituform
Technologies, LLC
An Aegion Company

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

1103 Postwood Dr.
Corinth, TX 76210
www.insituform.com

Name: Tim Peterie
Phone: 214-317-0950

Fax: 940-498-0265
Email: tpeterie@insituform.com

June 23, 2020

ACES#: AAJA-YXYWK3

Mr. Matthew Dane
City of Abilene
209 E Highway 80
Abilene, TX 79604

Buyboard Proposal

Project Name: **City of Abilene, TX – 2020 TV/Clean Sanitary Sewer Blanket PO for Maintenance and Assessment**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed in the project location maps and other information presented by Jacob & Martin) utilizing the Local Purchasing Cooperative Contract #555-18, administered through the BuyBoard.

ASSUMPTIONS AND QUALIFICATIONS

This pricing is based on the best available information at the time of this proposal. It is understood that the work to be completed in this proposal will include cleaning the lines by removing all loose debris, completing TV assessments, and provide video where TV is completed to assist with sewer condition assessment.

Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. The Owner shall furnish Insituform Technologies, LLC with required water meters and pay all associated fees, deposits, and charges. Insituform Technologies, LLC will follow all required backflow prevention and metering procedures.

Cleaning crews will be NASSCO PACP compliant (Pipeline Assessment and Certification Program) version 6.0 or greater.

The City of Abilene will provide coordination with property owners for access to all manholes, permits, tax-exempt certificate, and disposal site for debris. Should any point repairs, partial collapses, or protruding objects exist that cannot be addressed with the pay items below, then those services will be provided by alternate price, or by utilization of the Owner's Contingency Allowance, prior to completing the work.

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to. Any changes to these specifications must be noted and agreed upon by both parties prior to finalizing the proposal pricing.

Special:

1. **Water shall be provided as noted above.**
2. **Quantities below are estimated only. Actual quantities will be billed. Insituform will work with the City of Abilene and Jacob & Martin to maximize the funds available.**
3. **Insituform will attempt to expose as much of the pipe as possible during televising and after cleaning, but cannot guarantee a percentage as existing pipe conditions are unknow. The primary reason for the assessment activity is to identify unknown conditions and defects. Insituform will attempt to access high flow lines during low flow conditions (nights or weekends) or utilize flow through plugs, as needed. If bypass pumping is required for any line segments, then the optional pricing will be utilized with prior approval from the City of Abilene, or the line will be removed from the scope of work. Sags and other defects creating surcharged conditions may need to be repaired prior to further TV/Cleaning efforts.**
4. **All videos will be reviewed by Jacob & Martin for condition assessment purposes and approved for billing. Videos that do not allow for proper condition assessment of a particular line will need to be re-televised or Insituform will not be compensated.**

PROPOSAL PRICING

PAY ITEM NO.	DESCRIPTION	QTY	U/M	UNIT PRICE	ESTIMATED AMOUNT
	Base Bid				
1	18" Clean/TV sanitary sewer	250	LF	$7.00	$1,750.00
2	20" Clean/TV sanitary sewer	185	LF	$7.50	$1,387.50
3	21" Clean/TV sanitary sewer	3,535	LF	$7.50	$26,512.50
4	24" Clean/TV sanitary sewer	4,700	LF	$8.00	$37,600.00
5	27" Clean/TV sanitary sewer	1,700	LF	$9.00	$15,300.00
6	36" Clean/TV sanitary sewer	8,303	LF	$13.00	$107,939.00
7	Root/Grease removal 15"-18"	100	LF	$9.00	$900.00
8	Root/Grease removal 20"-24"	50	LF	$13.00	$650.00
9	Other Remote Obstruction removal (max. 3 LF)	5	EA	$750.00	$3,750.00
10	Traffic Control	10	Day	$350.00	$3,500.00
11	Traffic Control – TXDOT or other State Agency	4	Day	$2,500.00	$10,000.00
12	Lighted Arrow Board (per Arrow Board)	5	Day	$275.00	$1,375.00
13	Traffic Control Plan (3rd Party Certified)	1	EA	$2,500.00	$2,500.00
14	Tuberculation Removal 18" Pipe 250 LF	4,500	IN/DIA/LF	$2.75	$12,375.00
15	Tuberculation Removal 20" Pipe 185 LF	3,700	IN/DIA/LF	$2.75	$10,175.00
16	Travel & Mobilization – Texas	1	EA	$5,000.00	$5,000.00
17	ROW Clearing up to 20' Wide (Light Brush)	1,000	LF	$15.00	$15,000.00
18	Bonds	1	LS	$4,150.00	$4,150.00
19	Owner Contingency Allowance	1	AL	$20,000.00	$20,000.00
				BID TOTAL	**$279,864.00**
	Optional Bypass Items				
Opt1	Bypass System Equip/pipe delivery, tear down, pick up 6"		EA	$15,000.00	
Opt2	Bypass System Equip/pipe delivery, tear down, pick up 8"		EA	$25,000.00	
Opt3	Bypass System Equip/pipe delivery, tear down, pick up 12"		EA	$50,000.00	
Opt4	Set Up 4" Pump (Per Pump)		EA	$500.00	
Opt5	Set Up 6" Pump (Per Pump)		EA	$1,250.00	
Opt6	Set Up 8" Pump (Per Pump)		EA	$2,000.00	
Opt7	Set Up 12" Pump (Per Pump)		EA	$3,000.00	
Opt8	Set Up 4" Piping		LF	$8.00	
Opt9	Set Up 6" Piping		LF	$20.00	
Opt10	Set Up 8" Piping		LF	$30.00	
Opt11	Set Up 12" Piping		LF	$40.00	
Opt12	Set Up 18" Piping		LF	$55.00	
Opt13	Set Up >18" up to 30" Piping		LF	$100.00	
Opt14	Operate 4" pumping System (Fuel & Maint. Per pump)		DAY	$250.00	
Opt15	Operate 6" pumping System (Fuel & Maint. Per pump)		DAY	$650.00	
Opt16	Operate 8" pumping System (Fuel & Maint. Per pump)		DAY	$1,000.00	
Opt17	Operate 12" pumping System (Fuel & Maint. Per pump)		DAY	$1,200.00	

Opt18	Bypass Pump watch labor		DAY	$2,250.00	
Opt19	Bypass Line watch labor		DAY	$2,000.00	
Opt20	Plug rental 8" - 15"		DAY	$350.00	
Opt21	Plug rental 18" - 30"		DAY	$750.00	
Opt22	Plug rental >30"		DAY	$1,000.00	
Opt23	Bypass - Driveway Ramp (Setup, Operate, Maintain)		DAY	$500.00	
Opt24	Bypass - Street Ramp (Setup, Operate, Maintain)		DAY	$500.00	
Opt25	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)		LF	$75.00	
Opt26	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)		LF	$100.00	
Opt27	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)		LF	$125.00	
Opt28	Bypass Plan (3rd Party Certified)		EA	$2,800.00	

Note: A Tax-Exempt certificate will need to be provided prior to mobilization. The above pricing is based on award of the full scope of work. Price adjustments may be necessary for a significant scope change. The optional items are at our not-to-exceed prices and may be adjusted down depending on the scope of work provided. These items will be used only if previously approved by the City of Abilene. Additional cost associated with scope changes shall be taken from the Owner's Allowance included in the Base Bid. Any other items found to be necessary will be charged at our Buyboard Contract pricing as needed.

PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilizations and demobilization.
2. Pipeline cleaning to include normal debris and deposits only unless mechanical means are necessary to remove tuberculation or roots/grease.
3. Traffic control.
4. Clearing as needed for access.
5. Confined space safe entry practices.
6. One-year standard construction warranty.
7. Certificate of insurance with a standard coverage.
8. Performance & Payment Bond.

PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

a) Additional mobilizations and/or setups may apply due to point repairs, obstruction removals, or delays out of our control.
b) Project permits and/or local licenses.
c) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
d) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.

e) If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.
f) Manual operation of any pumping and/or metering stations.
g) Water from fire hydrants within a convenient distance from each cleaning and inversion site location.
h) Legal dumpsite for debris resulting from pipes cleaning.
i) Manhole installation and/or replacement.

PROPOSAL TERMS AND CONDITIONS

a) Limits of Liability. In consideration of **INSITUFORM TECHNOLOGIES, LLC**'s agreement to maintain no less than $5,000,000 of comprehensive general liability insurance in the form required by the Contract, **INSITUFORM TECHNOLOGIES, LLC**'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will ~~indemnify and~~ hold **INSITUFORM TECHNOLOGIES, LLC** harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damages relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY. WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to agreement of the parties on other terms and conditions as are customary in contracts of this nature.
e) Quantities are estimated. Unit prices apply for actual invoice and payment.
f) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of project.
g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
h) Prices stated are in effect for thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES, LLC.**
i) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

OFFERED BY:	ACCEPTED BY:
INSITUFORM TECHNOLOGIES, LLC	
Timothy R. Peterie	SIGNATURE DATE
TIMOTHY R. PETERIE BUSINESS DEVELOPMENT MANAGER	NAME
REVIEWED BY: ANDY OZMENT AREA MANAGER	TITLE
	ORGANIZATION

cc: Kevin Jeager (COA)
Jeremiah Bihl, PE (Jacob & Martin)
Ben Hawkins

Authorize Contract with Insituform Technologies, LLC for the 2020 Sanitary Sewer Clean and TV Project.

- Authorize contract with Insituform Technologies LLC.
- BuyBoard Cooperative Purchasing at contract pricing for total cost of $279,864.00.
- Project is for cleaning and CCTV inspection of approximately 18,700 linear feet of 18” to 36” diameter sanitary sewer main.
- Inspection data will be used to select best methodology for future rehabilitation work on these piping segments.
- Cleaning and Inspection work satisfies Provision 10 of SSOI Agreement with the TCEQ.

Authorize Contract with Insituform Technologies, LLC for the 2020 Sanitary Sewer Clean and TV Project.

Questions
?

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

TO: **Robert Hanna, City Manager**

FROM: **Mike Warrix, Director**

SUBJECT: **14. Ordinance (First Reading) CUP-2020-04: Receive a Report and Hold a Discussion and Public Hearing on a request from AT&T, agent David Draper, for Conditional Use Permit to allow construction of a 75' tall monopole within General Retail (GR) zoning district located at 3309 N. 10th Street, Abilene, Taylor County, Texas *(Mike Warrix)***

GENERAL INFORMATION

The applicant is requesting a Conditional Use Permit to allow a 75' tall Antenna Tower (monopole) to be located on the subject property located at 3309 North 10th Street.

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission voted 4-0 on July 7, 2020 to recommend approval of the request to City Council.

ATTACHMENTS:

1. CUP-2020-04 council ordinance
2. CUP-2020-04 Council staff report full
3. 2-CUP-2020-04 Council Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING THE "LAND DEVELOPMENT CODE" OF THE ABILENE CITY CODE, BY APPROVING A CONDITIONAL USE PERMIT (CUP) AFFECTING 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 approving a Conditional Use Permit (CUP) as set out in Exhibit A, attached hereto and made a part of this ordinance for all purposes.

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

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

PASSED ON FIRST READING the 23rd day of July, 2020.

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 20th day of June, 2020, 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 13th day of August, 2020, 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 13th day of August, 2020.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

CITY ATTORNEY

ORDINANCE NO. _____

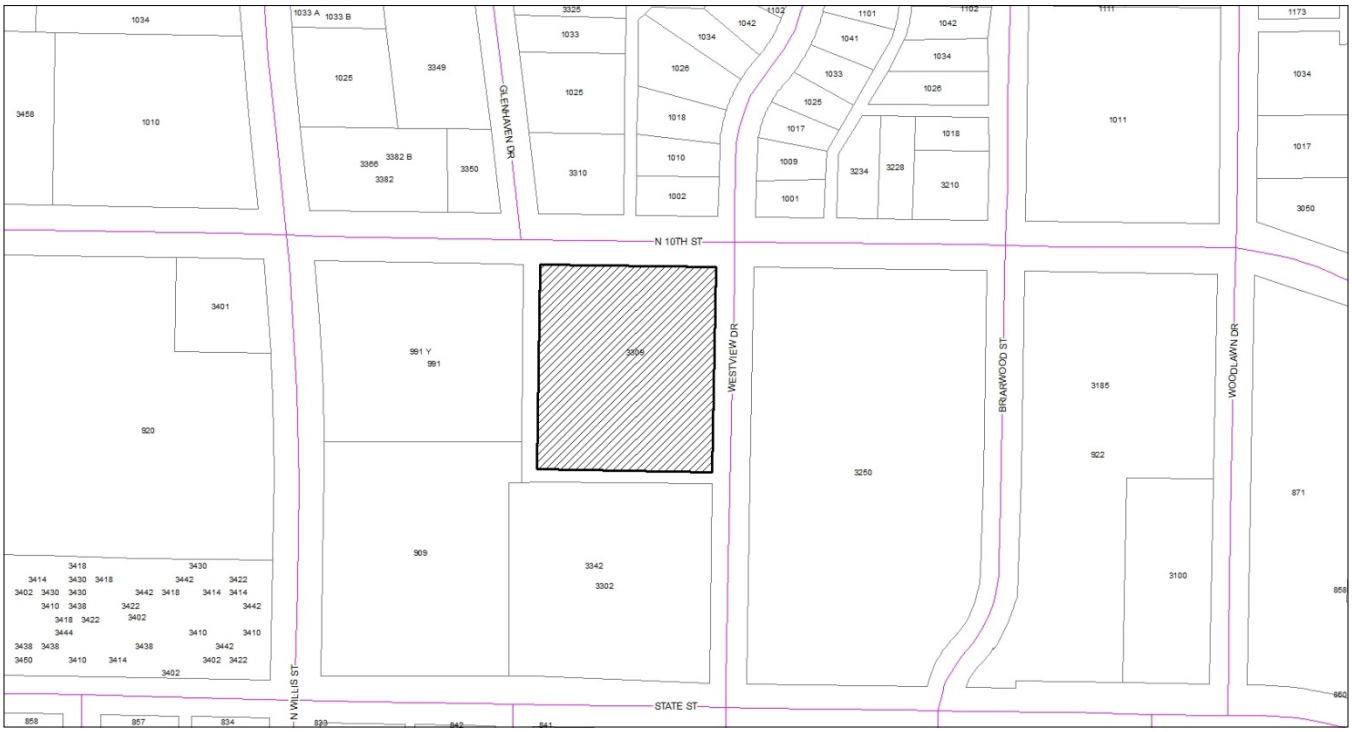
EXHIBIT A

Approve a Conditional Use Permit (CUP) to allow a 75’ tall Antenna Tower (monopole) to be located on property zoned General Commercial (GC).

Subject to compliance with the following condition:

- Allowed antenna tower must be of a monopole design

Legal description being Block 103 of the Westlawn Addition, City of Abilene, Taylor County, Texas.



Located at 3309 N. 10th Street, Abilene, Taylor County, Texas.

ZONING CASE CUP-2020-04
STAFF REPORT

REQUEST: Conditional Use Permit

APPLICANT:
Owner: Fountain Gate Fellowship
Agent: David Draper

HEARING DATES:
P & Z Commission: July 7, 2020
City Council 1st Reading: July 23, 2020
City Council 2nd Reading: August 13, 2020

LOCATION:
3309 N. 10th St.
Legal description(s): Block 103 of Westlawn Addition

PROPOSAL AND REQUESTED ACTION:
The applicant is requesting a Conditional Use Permit to allow a 75-foot tall Antenna Tower (monopole) to be located on the subject property.

BACKGROUND:
The subject property was annexed into the City of Abilene in 1957 and has been zoned General Retail (GR) since at least 1974. This property has remained vacant since being annexed into the City of Abilene, aside from a small parking lot which was created along the western property line to serve as parking for the nearby church.

ANALYSIS:
Criteria Analysis:
Staff has reviewed the request based upon the factors established in Section 1.4.3.5, Criteria for Approval, of the Land Development Code. These factors are identified and addressed below:

1. **The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan.**
   Yes, the Future Land Use and Development Plan Map within the Comprehensive Plan designates this property to be located within an area that is identified as a mix of commercial and residential uses.

2. **The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations.**
   Yes, General Retail (GR) Zoning is intended to accommodate a wide range of retail trade, services and activities that are needed to serve the community. Furthermore, General Retail zoning permits commercial antenna towers with the approval of a Conditional Use Permit.

3. **The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods.**
   The proposed use of this site will not create adverse impacts regarding traffic, noise or odors. Furthermore, an opaque fence/wall will be incorporated in the development of the site to minimize visual impact.

4. **The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.**
   Yes, the proposed use will not generate pedestrian and vehicular traffic that will be hazardous or conflict with existing and anticipated traffic.

5. **The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development-generated traffic on neighborhood streets.**
   Yes, access to the site will restricted to authorized personnel only. There should be no increased traffic generated by the proposed use of the site.

6. **The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties.**
   The proposed use will incorporate an opaque fence/wall to screen all mechanical equipment on the ground level from view of neighboring properties

7. **The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.**
   Yes, the proposed use meets the standards for the zoning district.

<u>Comprehensive Planning Analysis</u>

The Future Land Use and Development Plan Map of the Comprehensive Plan designates this general area as a mixture of residential and commercial uses. The Land Development Code requires a Conditional Use Permit for all commercial towers. The 'Monopole' tower is required to have a separation of 20% the height or 25-feet, whichever is greater, from surrounding structures. The site is required to have, at a minimum, anti-climbing devices and enclosed by a security fence that is no less than six (6') feet in height with a locking gate. The tower must also have a minimum of 1,500-foot separation from the nearest tower (see provided map illustrating separation requirements). All towers must adhere to the 'Visual Impacts' requirements in Section 2.4.6.4. This includes:

(1) Towers must either maintain a galvanized steel finish or, subject to any applicable standards of the FAA or other applicable federal or state agency, be painted a neutral color, so as to reduce visual obtrusiveness.

(2) At a tower site, the design of the building and related structures must use materials, colors, textures, screening, and landscaping that will blend the tower and facilities to the natural setting and built environment.

(3) If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

Existing Land Use

Location	Zoning	Existing Land Use
North	GR/RS-6	Restaurant/Single Family Residence
South	MD	Church
East	GR	Vacant Acreage
West	GR	Walgreens

STAFF RECOMMENDATION:

Staff recommends approval of a 75-foot monopole antenna tower.

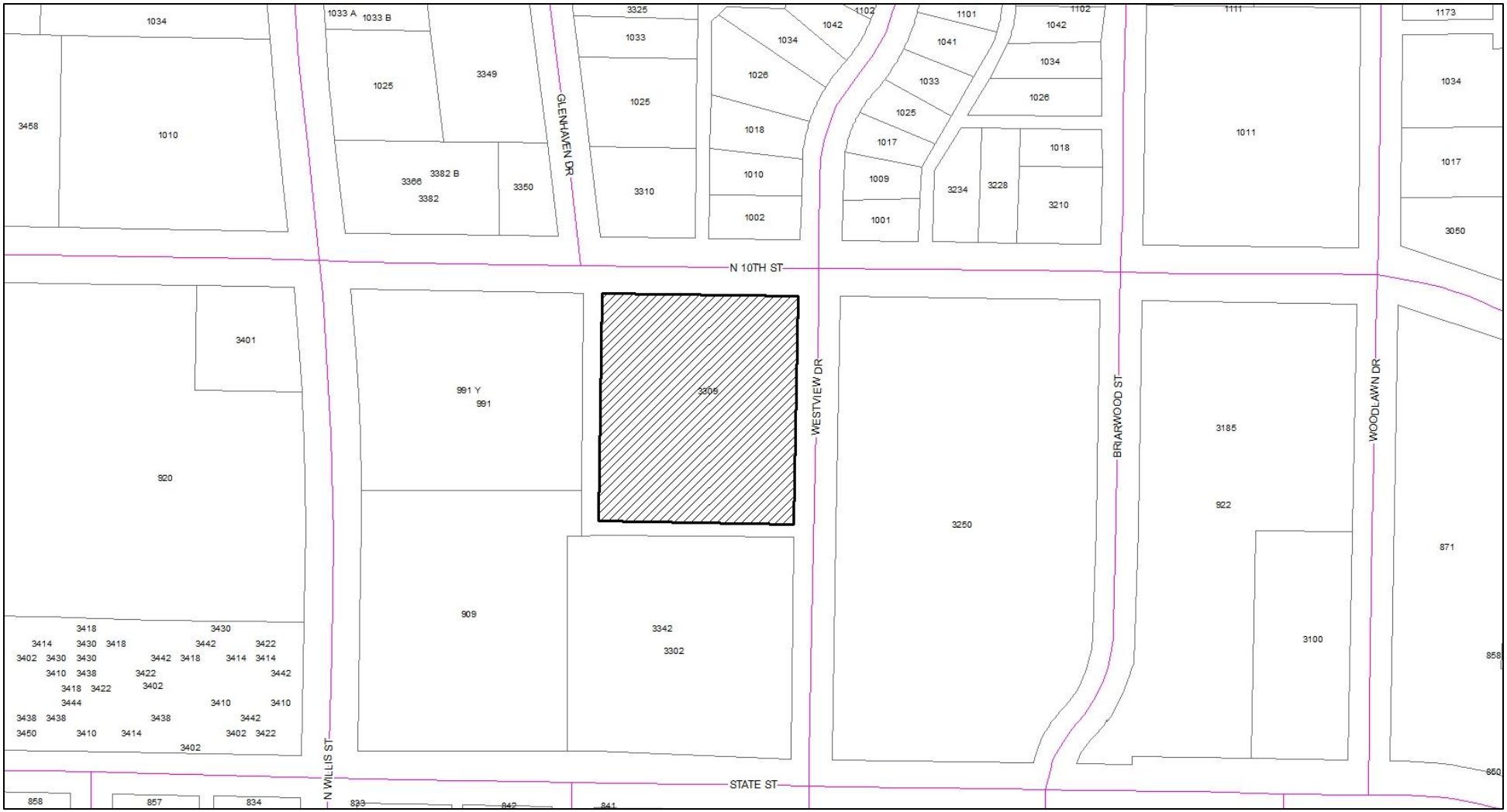
PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval of this request by a vote of four (4) to zero (0) on July 7, 2020.

NOTIFICATION:

The Planning Services Division sent public notices, with a certificate of mailing, to the applicant and to owners of property within a 200-foot radius of the subject property.

Owner	Situs	Response
ABILENE SUNRISE PROPERTIES	1001 WESTVIEW DR	
BLUEROCK NNN I DST	991 Y N WILLIS ST	
BLUEROCK NNN I DST	991 N WILLIS ST	
COUGAR ESKIMO HUT	3366 N 10TH ST	
COUGAR ESKIMO HUT	3382 N 10TH ST	
COUGAR ESKIMO HUT	3382 B N 10TH ST	
DAVIS CHRISTI	1002 WESTVIEW DR	
FOUNTAINGATE FELLOWSHIP	909 N WILLIS ST	In favor
FOUNTAINGATE FELLOWSHIP	3309 N 10TH ST	In favor
GARCIA ELIGIO & CATALINA	3310 N 10TH ST	
LOPEZ MICHAEL F	1018 WESTVIEW DR	
MESA LANDY CASTRO	1010 WESTVIEW DR	
SMITH LEE ANN LF EST	1009 WESTVIEW DR	
TLC ACADEMY TEXAS	3250 STATE ST	
TRINITY CHURCH OF THE	3342 STATE ST	
TRINITY CHURCH OF THE	3302 STATE ST	
VINSON J W	3350 N 10TH ST	


N 10TH ST
STATE ST
N WILLIS ST
GLENHAVEN DR
WESTVIEW DR
BRIARWOOD ST
WOODLAWN DR
3309
991 Y
991
920
909
3342
3302
3250
3185
922
3100
871
3401
3458
1010
1034
1033 A
1033 B
1025
3349
3366
3382 B
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1102
1101
1041
1033
1025
1017
1009
1001
1042
1034
1026
3234
3228
1018
3210
1111
1011
1173
1034
1017
3050
858
857
834
833
842
841
850

Development Application

CITY OF ABILENE

Planning

☒ Conditional Use ☐ Easement Release ☐ Rezoning ☐ Other
☐ PDD ☐ Street Name Change ☐ Thoroughfare Abandonment ☐ PDD Amendment
Other: _____

Project Name: AT+T Cell tower WTLD3240

Address: 3309 N. 10th Street No. of lots: _____ Acreage: _____

Legal Description: Block 103, a replat of lots 1 through 10, Block 3 Westlawn addition

Subdivision Name: Westlawn Block: _____ Lot: _____

Current Zoning: GR (General Retail) Proposed Zoning (If applicable): _____

OWNER AND AUTHORIZATION

Owner Name: FountainGate Fellowship (Attn: Scott Beard)

Address: 3309 N. 10th Street

City, State, Zip: Abilene Tx 79603 Fax: _____

Phone: 325-672-6151 Email: sbeard@fgfabilene.org

I am the property owner, and I certify that the information included in this application is true to the best of my knowledge. (Name) David Draper *will act as my agent before the Planning and Zoning Commission.*

Agent Name: David Draper

Address: 2417 Park Hill Blvd., Suite B

City, State, Zip: Fort Worth, Tx 76185 Fax: _____

Phone: 817-307-1504 Email: david@siteproperty.com

I hereby certify that I am the owner of the property and further certify that the information provided on this development application is true and correct. I hereby designate the aforementioned agent to act on my behalf for submittal, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

Signature Owner: _____ Date: _____

FOR OFFICE USE ONLY

Received: _____ Fee: $ _____ Receipt No.: _____

Case No.: _____ Reviewed By: _____

Development Application

CITY OF ABILENE

Please answer the following question in order to assist Staff with the processing of your Zoning request.

1. Please (if necessary) provide background information for the zoning request and explain why you feel it is appropriate.

AT+T is proposing to build a 75' monopole at 3309 N. 10th Street on the property of Fountaingate Fellowship Church.

There are no available cell towers in the immediate area that AT+T can colocate on.

Development Application

CITY OF ABILENE

RECOMMENDATIONS

The Planning & Zoning Commission (P&Z) and the City Council look to the Planning & Development Services staff to make a recommendation for the approval or disapproval of this application. We will make every effort to notify you (FAX or E-mail) of our recommendation at least one (1) week in advance of the scheduled meeting of the P&Z Commission. In the case of a rezoning, and when the public interest requires it, we may recommend a rezoning to a Planned Development District (PDD) or a classification other than the classification requested. We will notify you of our decision to propose a PDD as soon as possible after the application is filed to give you time to prepare a site plan.

PUBLIC NOTIFICATION

The public is entitled to examine this application and participate in the decision-making process. In most cases, we are required to notify all property owners within two hundred feet (200') of the boundaries of your property. To ensure the fullest possible consideration, we may also notify neighborhood groups, organizations or individuals that have a special interest in a particular issue. Except for matters that the Planning & Development Services staff have expressly agreed not to disclose (and provided the law allows us to hold the matter in confidence), then all information that we deem relevant to the review and processing of this application may become public knowledge.

PLEASE READ BEFORE SIGNING

The undersigned has read the above application and hereby certifies that the information contained therein is complete, true and correct; and does hereby request that said application be submitted to the Planning & Zoning Commission at the earliest available meeting.

I understand and acknowledge that it is my responsibility to furnish an accurate and precise legal description of the property, and only the property, that is subject of this application, and that failure to furnish such information prior to the application deadline date will delay the processing of this application. I also understand that the City must notify affected property owners of this application. In the event that I fail to submit in a timely manner any information that the City deems necessary to transmit this application to the Planning & Zoning Commission or City Council, then in lieu of dismissal I hereby request that this application be temporarily withdrawn from further consideration until such information is submitted, and I agree to pay a resubmission fee of $120 to reimburse the City for the expense of re-notifying affected property owners. I have been informed of the tentative date and time that the Planning & Zoning Commission and City Council will hear this application, and I understand that hearings may be continued from time to time at the discretion of the Commission or Council to allow for full consideration or when the public interest requires a continuation.

SIGNED: _____ DATE: 6-9-20

Wimberley Surveying Professionals
PO Box 9237
Greenville, Texas 75404

Phone (903) 450-8100
Fax (903) 455-2902

FAA TOWER CERTIFICATION

Site Name: Fountain Gate Fellowship Church
Site Number: WTL03240
Site Location: 3309 North 10th Street
Abilene, TX 79603

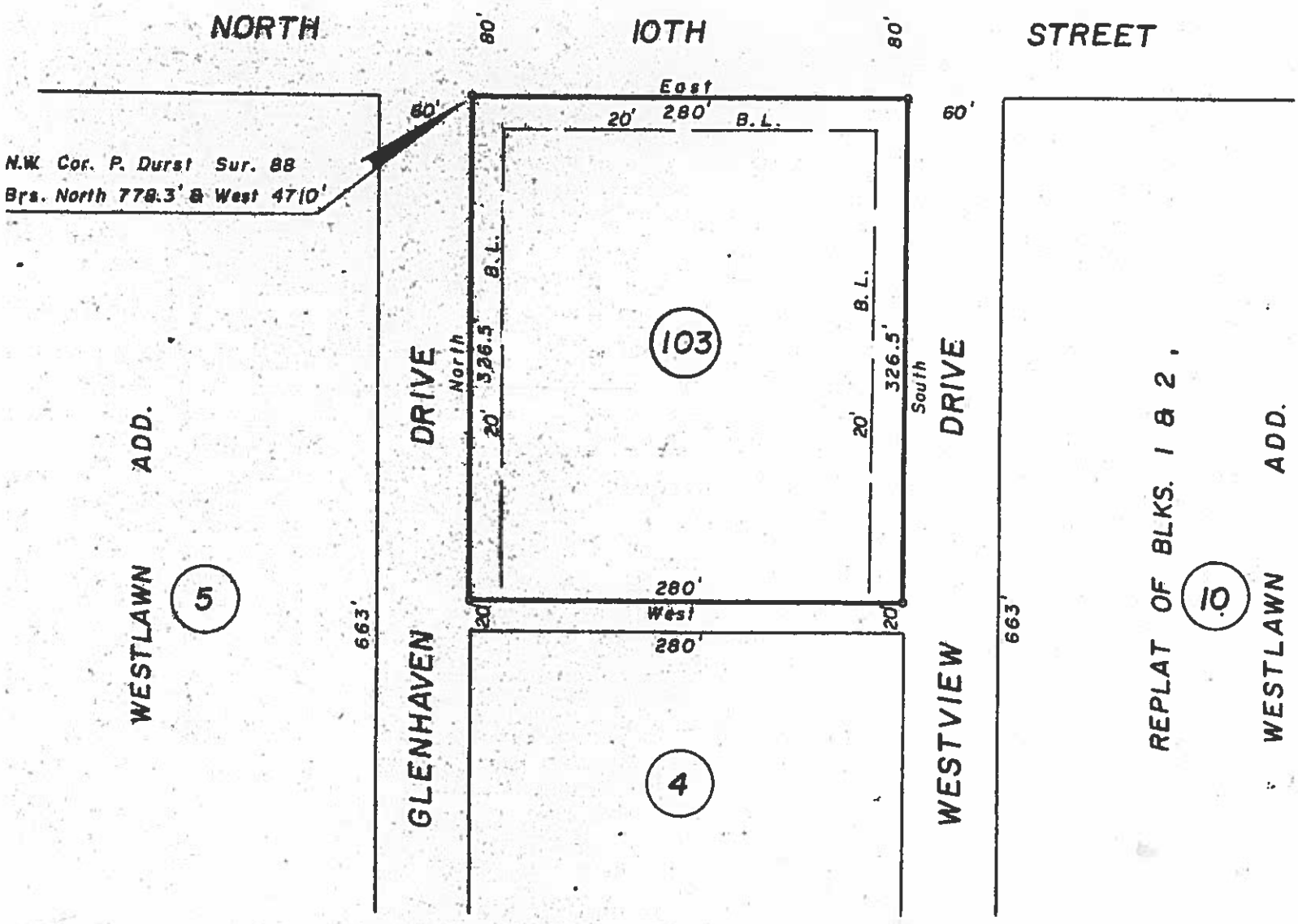
PROPOSED METAL MONOPOLE

I hereby certify that following Latitude and Longitude values for the center of the above-referenced proposed tower are accurate to within +/- 20 feet horizontally; and that the following tower site elevation is accurate to within +/- 3 feet vertically.

Horizontal Datum:	**NAD83**
Latitude:	32° 27′ 36.55″ N
Longitude:	99° 45′ 42.81″ W
Vertical Datum:	**NAVD 1988**
Ground Elevation at Base of Tower:	1711.4 feet

Ronald D. Wimberley, RPLS
Texas Registered Professional Surveyor, No. 6005
December 6, 2019
Job No. 19256

STATE OF TEXAS
REGISTERED
RONALD D. WIMBERLEY
6005
PROFESSIONAL
LAND SURVEYOR



BLOCK 103,
A REPLAT OF
LOTS 1 THROUGH 10, BLOCK 3,
WESTLAWN ADDITION

RECORD
D.MIN.Rec
1973
County, Texas
Deputy

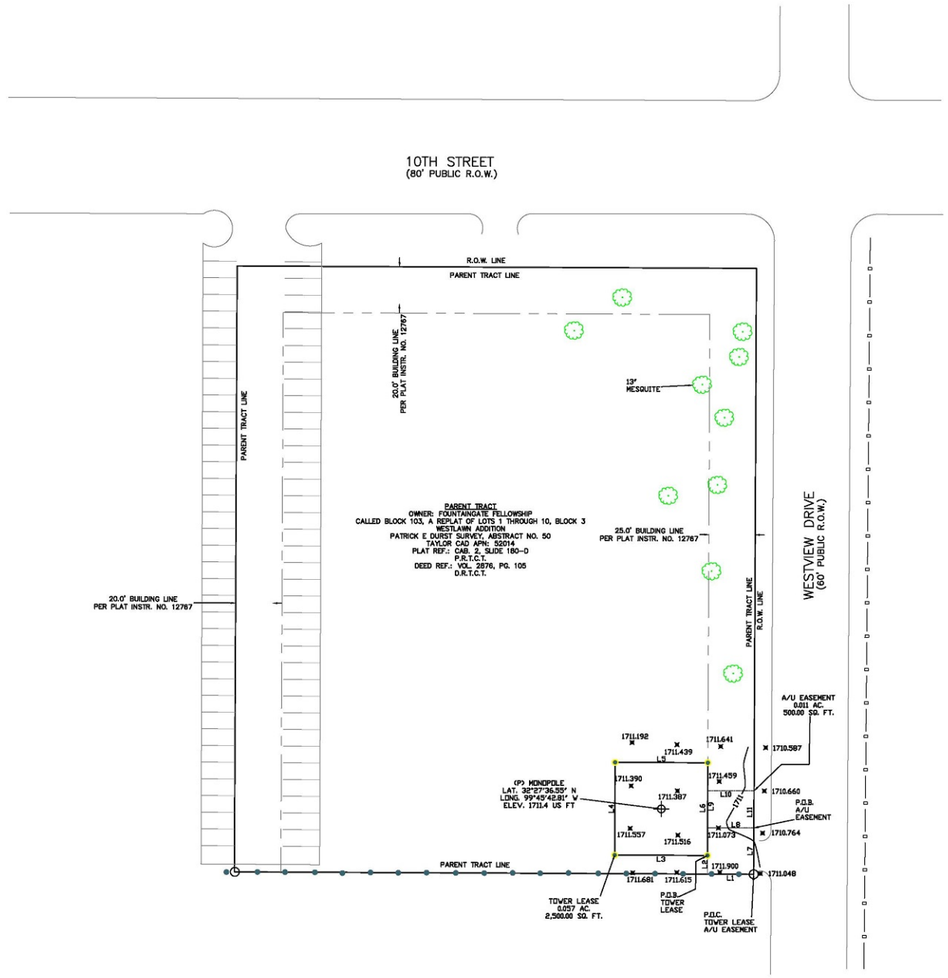
AREA TABLE	SQUARE FEET	ACREAGE
PARENT PARCEL	91,420.00	2.099
TOWER LEASE	2,500.00	0.057
A/U EASEMENT	500.00	0.011

PROPOSED METAL MONOPOLE
LOCATION INFORMATION

Horizontal Datum: NAD83
Latitude: 32° 27' 36.55" N +/-20"
Longitude: 99° 45' 42.81" W +/-20"
Vertical Datum: NAVD 1988
Ground Elevation at Base of Tower: 1711.4 feet

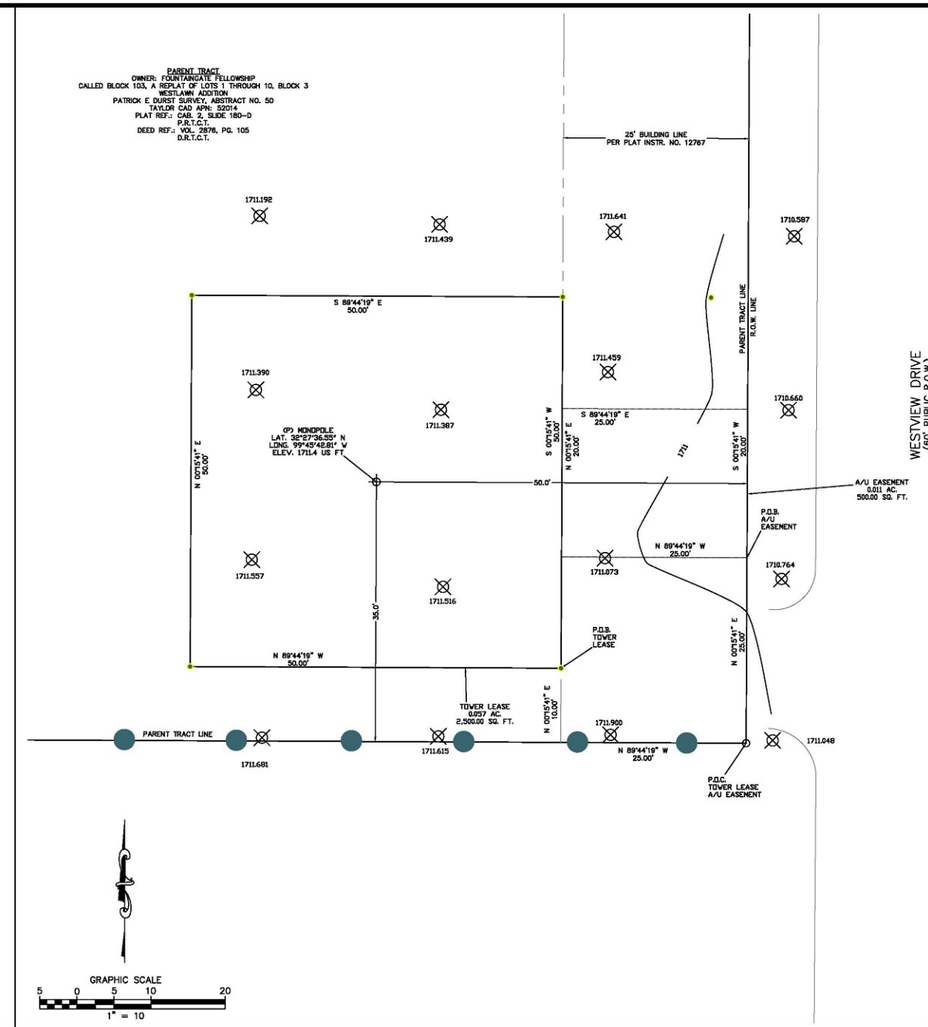
TOWER LEASE		
Line #	Direction	Length
L1	N 89°44'19" W	25.00'
L2	N 00°15'41" E	10.00'
L3	N 89°44'19" W	50.00'
L4	N 00°15'41" E	50.00'
L5	S 89°44'19" E	50.00'
L6	S 00°15'41" W	50.00'

A/U EASEMENT		
Line #	Direction	Length
L7	N 00°15'41" E	25.00'
L8	N 89°44'19" W	25.00'
L9	N 00°15'41" E	20.00'
L10	S 89°44'19" E	25.00'
L11	S 00°15'41" W	20.00'



SITE PLAN SCALE: 1" = 40'

NOTE: IF DRAWING IS 11"X17" REFER TO GRAPHIC SCALE.



ENLARGED SITE PLAN SCALE: 1" = 10'

TOWER LEASE

BEING a 0.057 acre (2,500.00 square feet) tract of land situated in the Patrick E Durst Survey, Section No. 88, Abstract No. 50, out of a called Block 103, Replat of Lots 1 through 10, Block 3, Westlawn Addition, an Addition to the City of Abilene, Taylor County, Texas, according to the plat recorded in Cabinet 2, Slide 180-D, Plat Records, Taylor County, Texas being described in deed to Fountaingate Fellowship, recorded in deed Volume 3290, Page 775, in Deed Records, Taylor County, Texas, described in metes and bounds as follows;

COMMENCING at a found 1/2" iron rod at southeast corner of said Block 103, situated on the west right-of-way line of Westview Drive (60' public right-of-way);

THENCE North 89° 44' 19" West for a distance of 25.00 feet to a point for corner;

THENCE North 00° 15' 41" East for a distance of 10.00 feet to a set 1/2" iron rod for the POINT OF BEGINNING;

THENCE North 89° 44' 19" West for a distance of 50.00 feet to a set 1/2" iron rod for corner;

THENCE North 00° 15' 41" East for a distance of 50.00 feet to a set 1/2" iron rod for corner;

THENCE South 89° 44' 19" East for a distance of 50.00 feet to a set 1/2" iron rod for corner;

THENCE South 00° 15' 41" West a distance of 50.00 feet to the POINT OF BEGINNING, and containing 0.003 acre (150.00 square feet) of land, more or less.

ACCESS AND UTILITY EASEMENT

BEING a 0.011 acre (500.00 square feet) tract of land situated in the Patrick E Durst Survey, Section No. 88, Abstract No. 50, out of a called Block 103, Replat of Lots 1 through 10, Block 3, Westlawn Addition, an Addition to the City of Abilene, Taylor County, Texas, according to the plat recorded in Cabinet 2, Slide 180-D, Plat Records, Taylor County, Texas being described in deed to Fountaingate Fellowship, recorded in deed Volume 3290, Page 775, in Deed Records, Taylor County, Texas, described in metes and bounds as follows;

COMMENCING at a found 1/2" iron rod at southeast corner of said Block 103, situated on the west right-of-way line of Westview Drive (60' public right-of-way);

THENCE North 00° 15' 41" East, along said right-of-way line, for a distance of 25.00 feet to a point for the POINT OF BEGINNING;

THENCE North 89° 44' 19" West, leaving said right-of-way to the south line of the called Tower Lease described in this survey, for a distance of 25.00 feet to a point for corner;

THENCE North 00° 15' 41" East, along said Tower Lease, for a distance of 20.00 feet to a point for corner;

THENCE South 89° 44' 19" East, leaving said Tower Lease to said right-of-way, for a distance of 25.00 feet to a point for corner;

THENCE South 00° 15' 41" West, along said right-of-way line, a distance of 20.00 feet to the POINT OF BEGINNING, and containing 0.011 acre (500.00 square feet) of land, more or less.

PROJECT INFORMATION

CENTER OF TOWER COORDINATES:

NAD83:
LAT 32° 27' 36.55"
LONG 99° 45' 42.81"
ELEV. 1711.4 FEET (AMSL NAVD88)

NOTES:

INGRESS/EGRESS IN COMMON WITH LESSOR.

LATITUDE AND LONGITUDE SHOWN HEREON ARE BASED ON NAD83 AND ELEVATIONS NAVD 1988.

LATITUDE AND LONGITUDE FROM GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY, 1983 NORTH AMERICAN DATUM.

BASIS OF ELEVATION: GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

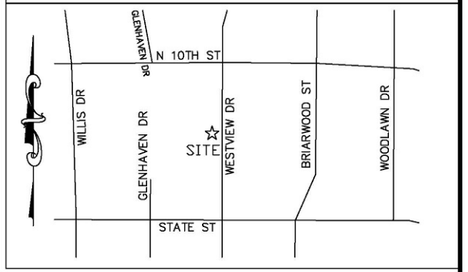
BASIS OF BEARINGS: GRID BEARINGS BASED ON GPS OBSERVATIONS PERFORMED COINCIDENT WITH SURVEY.

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN ZONE "AE", AREAS INSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 48441C0209F, DATED JANUARY 6, 2012. NO SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE.

LEGEND

●	:SET 1/2" IRON ROD.
	:FOUND PK NAIL.
	:FOUND SPIKE.
	:TOWER CENTER.
P.O.B.	:POINT OF BEGINNING.
P.O.C.	:POINT OF COMMENCEMENT.
—x—x—	:FENCE AS NOTED.
—OH—OH—	:OVER HEAD UTILITY LINES.
	:WOOD UTILITY POLE.
	:ELECTRIC TRANSFORMER.
©	:CABLE PEDESTAL.
R.O.W.	:RIGHT-OF-WAY.
B/W	:BARBED WIRE.
A/U	:ACCESS & UTILITY
(E)	:EXISTING.
D.R.T.C.T.	:DEED RECORDS TAYLOR COUNTY TEXAS
P.R.T.C.T.	:PLAT RECORDS TAYLOR COUNTY TEXAS

VICINITY MAP



SURVEYOR'S CERTIFICATE}

The undersigned does hereby certify that a survey was made on the ground of the property legally described hereon prepared by the undersigned and is true and correct to the best of my knowledge; the survey correctly shows the location of all buildings, structures and other improvements situated on the property; that there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights-of-way except as shown on the plat hereon; that subject property has access to a public roadway; and the plat hereon is a true, correct and accurate representation of the property described hereinabove. Furthermore, the undersigned hereby certifies that he has calculated the quantity of land or acreage contained within the tract shown on this plat of survey and described hereon and certifies that the quantity of land shown hereon is correct. This survey meets the applicable requirements for land surveys as defined by the "Texas Society of Professional Surveyors Manual of Practice for Land Surveying in Texas".

RONALD D. WIMBERLEY
R.P.L.S. #6005

WSP JOB NO: 19256

WIMBERLEY SURVEYING PROFESSIONALS
PO BOX 9237
GREENVILLE, TEXAS 75404
PHONE: (903) 450-8100
FAX: (903) 455-2902

SURVEY

FOUNTAINGATE FELLOWSHIP CHURCH
WTL03240
3309 N. 10TH STREET
ABILENE, TX 79603

STATE OF TEXAS REGISTERED RONALD D. WIMBERLEY 6005 PROFESSIONAL LAND SURVEYOR

DRWN: DJ
CK: RDW

NO:	DATE:	DESCRIPTION:
1	12-6-19	DATE OF SURVEY
2	12-16-19	ISSUED
3	10-15-19	REVISION
4	03-02-20	REVISION
5	04-27-20	REVISION
6		
7		

SV-1

CITY OF ABILENE

PLANNING & DEVELOPMENT SERVICES

FOUNTAINGATE FELLOWSHIP
3434 N 6TH ST
ABILENE, TX 79603-5620

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number CUP-2020-04 **06/24/2020**

The Planning and Zoning Commission will hold a public hearing on **Tuesday, July 7, 2020** at **1:30 PM**, in City Council Chambers, 2nd Floor, City Hall, N. 5th and Walnut Streets, to recommend approval or denial to City Council on a request from AT&T, agent David Draper, for Conditional Use Permit to allow the construction of a 75' tall antenna tower (monopole) within General Retail (GR) zoning district; Legal Description being Block 103 of Westlawn Addition. Located at 3309 N. 10th Street, Abilene, Taylor County, Texas.

This hearing is open to any interested person. Opinions, objections and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of the request. Only that area which is bounded by the cross-hatched line on the map is being considered for the Conditional Use Permit. The solid boundary line around the subject area is only a notification area. If approved by the Planning and Zoning Commission or if denied and appealed to Abilene's City Council within the specified ten-day period, this case will be heard by City Council for 2nd and Final Reading with a public hearing on **August 13, 2020, at 8:30 AM** in Council Chambers on the second floor of City Hall, 555 Walnut Street.

If you have any questions, please contact Jared Smith, Planner II at (325) 676-6490 or jared.smith@abilenetx.gov

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

CASE #: CUP-2020-04
You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: FOUNTAINGATE FELLOWSHIP
Address: 909 N WILLIS ST

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

Email: planning@abilenetx.gov

I am in favor ☒ I am opposed ☐

Additional Comments:

Signature:

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

CASE #: CUP-2020-04

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

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

Name: FOUNTAINGATE FELLOWSHIP
Address: 3309 N 10TH ST

Email: planning@abilenetx.gov

I am in favor ☑ I am opposed ☐

Additional Comments:

Signature:

JUL 7 AM 11:56

CONDITIONAL USE PERMIT

Case: CUP-2020-04
Owner: Fountain Gate Fellowship
Agent: David Draper
Request: Conditional Use Permit to allow a 75-foot tall (monopole) Commercial Antenna Tower
Location: 3309 N 10th St.
Notification: 2 in Favor, 0 Opposed
Planning & Zoning Recommendation: Approval

CUP-2020-04 AERIAL LOCATION MAP

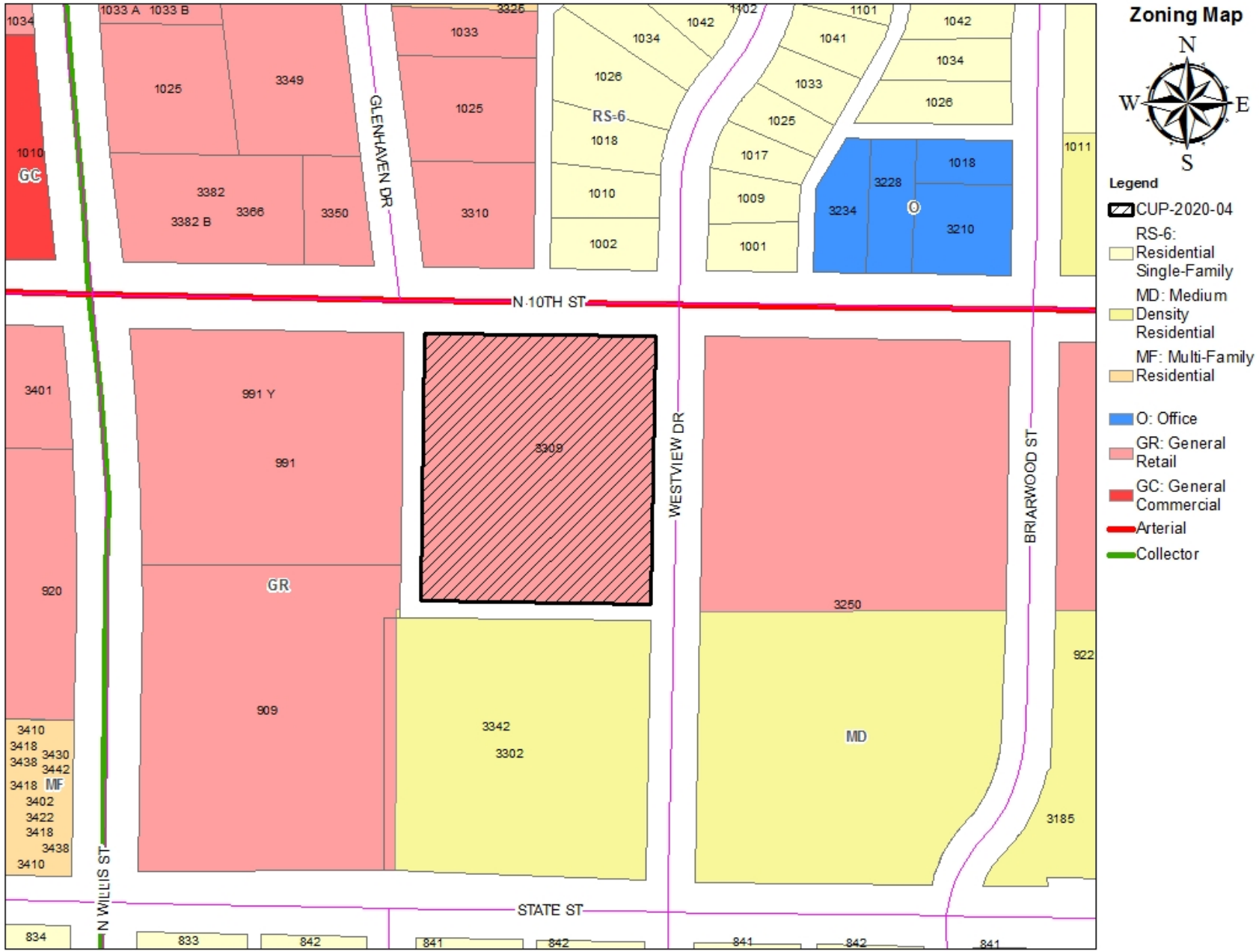
Location Map

N
W E
S

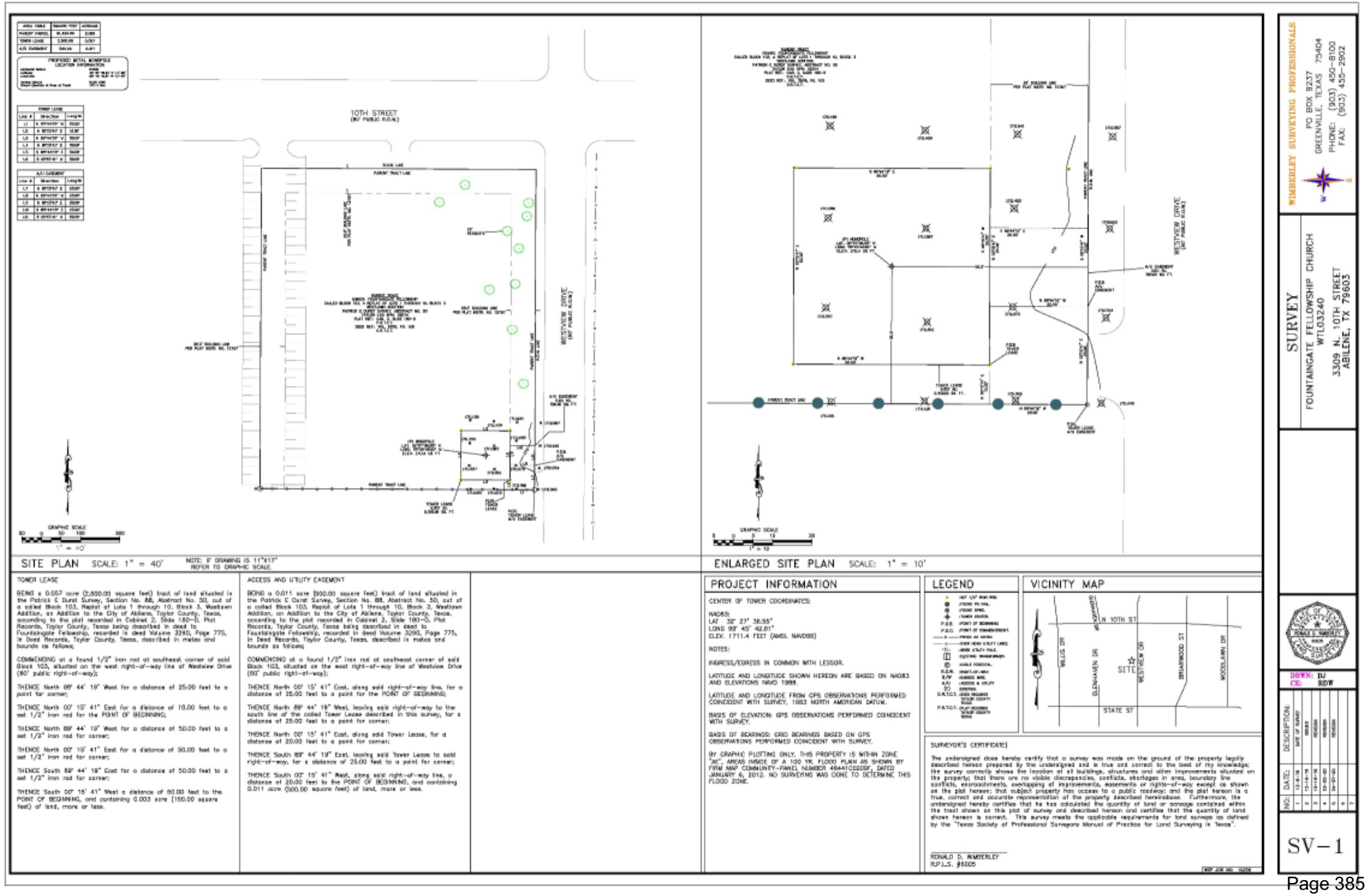
Legend

CUP-2020-04

CUP-2020-04 ZONING MAP



CUP-2020-04 GRAPHIC CONCEPT PLAN



Existing Uses in GR Zoning

RESIDENTAL USES:

P Bed & Breakfast
P Dwelling – Industrialized Housing Unit
P Dwelling – Institutional
P Dwelling – Multiple-Family
P Dwelling – Single Family Detached
P Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

P Accessory Structure (Also see Division 4 of this article)
P Antenna, Non-Commercial/Amateur
P ATM's, Self-Serve Kiosks, and Similar Facilities
P Day Care Operation – Home Based
P Drive-Thru Facility
TP Field Office or Construction Office (temporary)
C Freight Container
P Fuel Sales
P Garage Sales
P Home Occupation
TP Itinerant Business
P Manufacturing (incidental)
TP Mobile Home (temporary security residence)
P Recreation Building, Multipurpose
P Recreation Equipment, Mobile (storage and parking)
P Recycling Collection Point
P Subdivision Sales Office (temporary)
P Swimming Pools, Private (accessory to residential use)
P Tennis Courts, Private (accessory to residential use)
P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

P Civic, Social, and Fraternal Organization
P Cultural Facilities
C Recreation – Outdoors (active)
P Recreation – Outdoors (passive)
P Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

C Ambulance Service
P Fire/Police Station
P Medical/Dental Laboratory
P Post Office
C Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P Arts School
P Church or Place of Worship
P Day-Care Operation - Center-Based
P Educational and Scientific Research
P School: Public/Private
C Trade/Business School
P University/College

SERVICE

P/C Automobile Wash
C Funeral Home/ Mortuary/Morgue
P Kennel (Without Outdoor Pens)
P Laundry/Dry Cleaning Services & Facilities
P Office (general, professional, financial)
P Personal Services
C Printing, Copying, Reproduction, Publishing
P Repair and Maintenance Services - Automobile/Small Truck (minor)
P Repair and Maintenance Services (indoor)
C Tattoo Parlor
P Veterinary Service (small animals)

TRADE – RETAIL USES

P ATM's, Self-Serve Kiosks, and Similar Facilities
P Fuel Sales
P Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
P Liquor Store (On Premises Consumption) *(Defined under Liquor Store)*
P Restaurant, Fast Food
P Restaurant, Standard
P Retail Sales/Rental (indoor)
C Retail Sales/Rental (outdoors, non-vehicle)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C Antenna Tower- Commercial
P Automobile Parking Lot or Structure - Commercial
P Broadcast Studio
P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P Petroleum or Gas Well
P Urban Garden

LEGEND

P **Permitted as a Right-of-Use (may be subject to compliance with conditions described within Section 2.4.3 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**

CUP-2020-04 VIEWS OF SUBJECT PROPERTY

CUP-2020-04 NOTIFICATION AREA MAP

Notification Map

N
W E
S

Legend

200' Buffer

CUP-2020-04

2- In Favor-

0- Opposed-

0% Opposed

FINDINGS AND RECOMMENDATIONS

- Consistent with *Comprehensive Plan* and *Future Land Use* and *Development Plan Map*
- Consistent with General Land Use and Zoning Character of Immediate Area (Section 2.3.3.5)
- Reviewed Pursuant to Section 1.4.3.5 of Land Development Code (Criteria for Approval)
- Staff Recommendation: Approval of monopole construction only
- Planning & Zoning Recommendation: Approval

Questions?

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

TO: **Robert Hanna, City Manager**

FROM: **Greg McCaffery**

SUBJECT: **15. Resolution: (remove from table) Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving an Extended Term Street Use License-TTY Holdings, LLC *(Michael Rice)***

GENERAL INFORMATION

TTY Holdings, LLC, has submitted an application for an Extended Term Street Use License to use a portion of City right-of-way in front of the building addressed as 630 N. 5th Street (location depicted on attached map). The applicant wishes to construct and maintain a permanent loading platform and an ADA service ramp.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff has reviewed this request and recommends that the City Council authorize the City Manager to execute the attached Extended Term Street Use License with TTY Holdings, LLC

for use of a portion of the City's right-of-way in front of the building addressed as 630 N. 5th Street.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. Resolution (2b) (3)
2. SUL.CompletedSignedPacket.2020.07.16
3. SUL.TTY LLC.630 N 5th.2020.07.23

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENDED TERM STREET USE LICENSE WITH TTY HOLDINGS, LLC

WHEREAS, the applicant has submitted an Extended Term Street Use License application for the construction and maintenance of a permanent loading platform and an ADA service ramp in the city right-of-way in front of the building addressed as 630 North 5th Street; and

WHEREAS, this application and Extended Term Street Use License have been reviewed and approved by City Staff.

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

PART 1: That the City Manager is hereby authorized to execute the Extended Term Street Use License with TTY Holdings, LLC.

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

ADOPTED this 23rd day of July, 2020.

ATTEST:

_____ _____

Shawna Atkinson, City Secretary Anthony Williams, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

THE STATE OF TEXAS

STREET USE LICENSE AGREEMENT
EXTENDED TERM

COUNTY OF TAYLOR

THIS STREET USE LICENSE AGREEMENT, hereinafter referred to as "License", executed this ___ day of _____, A.D., 2020, by and between the CITY OF ABILENE, a municipal corporation situated in Taylor and Jones Counties, Texas, hereinafter referred to as "City", and ____TTY Holdings, LLC _____, hereinafter referred to as "Licensee".

WITNESSETH:

That City, pursuant to Chapter 29, "Streets and Sidewalks", Article V, "Street Use License", does hereby grant to Licensee the privilege of using the following described public property, to-wit:

45' X 12' of the north right of way line of North 5th Street in front of the building addressed as 630 North 5th

commencing the date of execution unless otherwise specified, and upon the conditions and covenants set forth in this License and in Exhibit A incorporated by reference for all purposes herein.

I. Purpose:

The purpose of this License is to permit Licensee to:

Construct and maintain a 12' X 45' expansion of south side loading platform to historic specifications, facilitate ADA ramp construction.

II. 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.

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

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

"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:

injury or damage to any property or right

injury, damage, or death to any person or entity

attorneys fees, witness fees, expert witness fees and expenses, and

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 part that is unmixed with the fault of any other person or entity.

B. Indemnity

The Licensee agrees to indemnify, hold harmless, and defend the City from and against liability for any claims arising out of the Licensee's occupancy or use of the premises described above and/or activities conducted in connection with this License.

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

The City assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects which may now exist or which may hereafter arise on the premises, whether or not caused in whole or in part by improvements constructed by the Licensee. Responsibility for all such defects is expressly assumed by the Licensee.

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

BOTH CITY AND LICENSEE EXPRESSLY INTEND THIS LICENSE'S INDEMNITY PROVISION TO REQUIRE LICENSEE 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.

III. Insurance

Licensee agrees to secure and maintain the following types and amounts of insurance, for the term of this license:

Type	Amount	
Comprehensive General Liability	$250,000 --------	Per Person
to include (but not limited to)	$500,000 --------	Per Occurrence for
the following:		Bodily Injury, and
a) Premises/Operations Coverage	$l00,000 --------	Per Occurrence for
a) Contractual Liability Coverage		Property Damage

The preceding insurance requirements notwithstanding, the City reserves the right to revise the types and amounts of insurance required by this License prior to the approval of the License or if License is in effect, to be effective thirty (30) days after notice is sent to the address provided herein.

All insurance policies or certificates shall contain the following provisions:

a. That the City of Abilene, Texas, is named as an additional insured.

b. That such insurance shall not be cancelled or materially changed without a minimum of thirty (30) day's advance notice in writing to the City.

All insurance policies shall be subject to the examination and approval of the Office of the City Attorney, City of Abilene, Texas, for their adequacy as to form and content, form of protection, and insurance company. Licensee shall furnish to City Secretary for her License file certificates or copies of the policies, plainly and clearly evidencing such insurance at the time of application, and thereafter new certificates prior to the expiration date of any prior certificate.

Licensee understands that it is its sole responsibility to provide this necessary information and that failure to timely comply with the requirements of this article shall be a cause for termination of this License.

IV. License Requirements and Restrictions:

I. During the term of this License, Licensee shall maintain the premises licensed herein in a good and safe condition at all times. If the street surface, parkway, or facilities in the parkway, including landscaping, are damaged or disturbed by any activity associated with this License, the Licensee shall at its expense, restore the same to as good a condition as before the activity, to the satisfaction of the Director of Public Works or designee.

2. The construction signing and barricading requirements of the Texas Manual On Uniform Traffic Control Devices shall be met for all work done in the public right-of-way.

3. The Licensee shall be responsible for locating, protecting, and repairing (if damaged) all utilities within the area permitted and shall pay all costs associated with adjustments to utilities including street lights that are necessitated by the permitted use.

4. Permitted facilities shall be installed in accordance with all applicable laws, regulations, and codes.

5. The Licensee shall relocate its facilities at its own expense to accommodate public improvements in the right-of-way.

6. In the performing or permitting of work consistent with its normal course of duty within the right-of-way, the City shall not be liable for any damages to the Licensee's facilities or equipment or injury to Licensee, all such claim for damage or injury being expressly waived by Licensee.

7. If Street Use License regulations change, the Licensee shall agree to any new requirements or shall remove all constructed facilities from the right-of-way.

8. Upon termination the Licensee shall restore the property at its expense, to a good workmanlike condition and in a manner satisfactory to the Director of Public Works or designee.

9. The City Manager, Police Chief, Fire Chief, or a designee of such officials, shall have the authority to order immediate removal of any objects or materials placed on the premises by Licensee if, in the City's opinion, removal is necessary to protect the health, safety, or welfare of the public. If the Licensee fails to comply with the order, the City shall remove the materials, and the Licensee shall reimburse the City for the cost of compliance. The Licensee may appeal the removal order to the Abilene City Council by filing written notice with the City Secretary within 5 days of the order; provided, however that ANY APPEAL SHALL NOT STAY THE OFFICIAL'S ORDER OR THE REMOVAL PROCEDURE.

V. Termination

1. This License shall automatically terminate 10 years from the date of execution.

2. The City shall have the right to cancel this License at any time by giving Licensee thirty (30) days notice of its cancellation. The notice shall be in writing delivered to Licensee by certified mail.

3. In the event Licensee shall permit any City of Abilene, Abilene Independent School District, West Central Texas Municipal Water District, or any other taxes assessed against it to become delinquent, this License shall automatically terminate and become null and void.

4. This License may not be assigned or conveyed; any attempt by Licensee to do either shall automatically terminate the License. In the event Licensee should sell the property adjacent to the area for which the License has been granted, this License shall automatically terminate.

CITY OF ABILENE, TEXAS

City Manager

ATTEST:

City Secretary

APPROVED:

City Attorney

NAME OF LICENSEE:

TTY HOLDINGS, LLC

By: Tim Yandell
Signature

Tim YANDELL
Printed Name and Title

Business Address: 630 N 5th St.
ABILENE, TX 79601

EXHIBIT "A"

STREET USE LICENSE AGREEMENT

WITH TTY HOLDINGS, LLC

CONDITIONS AND COVENANTS

The Street Use License Agreement is subject to the following conditions and covenants:

1. The Licensee will be required to add a City Standard raised curb along the proposed structure. There must be 4 feet (4') of separation between the structure and the curb.

2. The Licensee will be required to obtain a Building Permit from Building Inspections (676-6232) for the structure.

3. The Licensee will need to clear or relocated utilities prior to construction.

4. The Licensee shall ensure all underground utilities are identified and marked prior to any excavation.

5. The Licensee shall contact the city's Engineering Division (676-6281) prior to commencing any work in the right-of-way.

6. The Licensee shall submit a traffic control plan to the Traffic and Transportation Division (676-6281) for approval before beginning any work that will result in blocking traffic lanes.

7. The Licensee shall contact the Traffic Signal Shop (676-6066) or the Traffic Engineering office (676-6281) for location of traffic signal facilities and shall contact the Water Utilities Department (676-6425) for location of water and sewer lines before beginning excavation in the right-of-way.

8. The Licensee shall barricade any excavation in the right-of-way to prevent pedestrian and/or vehicular access while excavation is unattended. Any barricades left in the right-of-way overnight must be lighted.

9. The Licensee shall promptly repair all signs, pavement markings, and other traffic control devices damaged by its work in the right-of-way.

10. If the City Manager determines that the subject right-of-way is needed for purposes that would be adversely impacted by the permitted facility, the Licensee shall remove the permitted facility within sixty (60) days notice of cancellation.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Silverthorne Insurance Brokers, LLC
310 N Willis Street, Suite 200
Abilene, TX 79603

CONTACT NAME: Vanessa Trammell
PHONE (A/C, No, Ext): (325) 733-1333 FAX (A/C, No): (325) 733-1322
E-MAIL ADDRESS: clservice@silverthorneins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Covington Specialty Insurance Company	A0666
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TTY Holdings, LLC Tim Yandell
630 N 5th St
Abilene, TX 79601

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY	Y		VBA755911 00	05/10/2020	05/10/2021	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☑ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☑ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Abilene(certificate holder) is named additional insurance with a 30 day notice of cancellation when required by written contract.

CERTIFICATE HOLDER

City of Abilene
555 Walnut
Abilene, TX 79601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Nitti Hall

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CITY OF ABILENE

STREET USE LICENSE AGREEMENT
EXTENDED TERM

APPLICATION

RECEIVED
JUN 1 2 2020
BY: .....

Applicant: TTY HOLDINGS, LLC Phone: 325-665-0584

Address: 630 NORTH 5th STREET, ABILENE, TEXAS 79601

Agent: TIMOTHY G. YANDELL Phone: 325-665-0584

Description of Public Right-of-Way to be used: APPROXIMATELY 45 FEET OF THE SOUTH SIDE OF THE 600 BLOCK OF NORTH 5TH STREET AS ILLUSTRATED IN ATTACHMENT A.

Owner of adjacent property: JEFF LUTHER CONSTRUCTION COMPANY

Proposed use of public right-of-way: EXPANSION OF THE SOUTHSIDE LOADING PLATFORM TO 50s and 60s ERA HISTORIC SPECIFICATION WILL FACILITATE ADA RAMP CONSTRUCTION, ~~A COVERED CUSTOMER SERVICE AREA AND FUTURE COMMERCIAL ACTIVITIES.~~ PLATFORM DESIGN WILL BE STEEL-BASED TO PERMIT GROUND AND UTILITY ACCESS IF NEEDED.

Reasons for the request: CURRENT CITY R.O.W. DOES NOT ALLOW ANY EXPANSION OF THE PROPERTY'S LOADING PLATFORM NOR DOES IT FACILITATE ADEQUATE SPACE FOR PROPOSED, REQUIRED ADA RAMP WITH ADJACENT ADA-DESIGNATED PARKING.

Application is not complete unless all of the following are included:

- Application fee- $300
- Certificate or other evidence of insurance
- A dimensioned drawing showing existing and proposed features in the public right-of-way and on adjacent property (sidewalks, curbs, fire hydrants, buildings, fences, etc.)

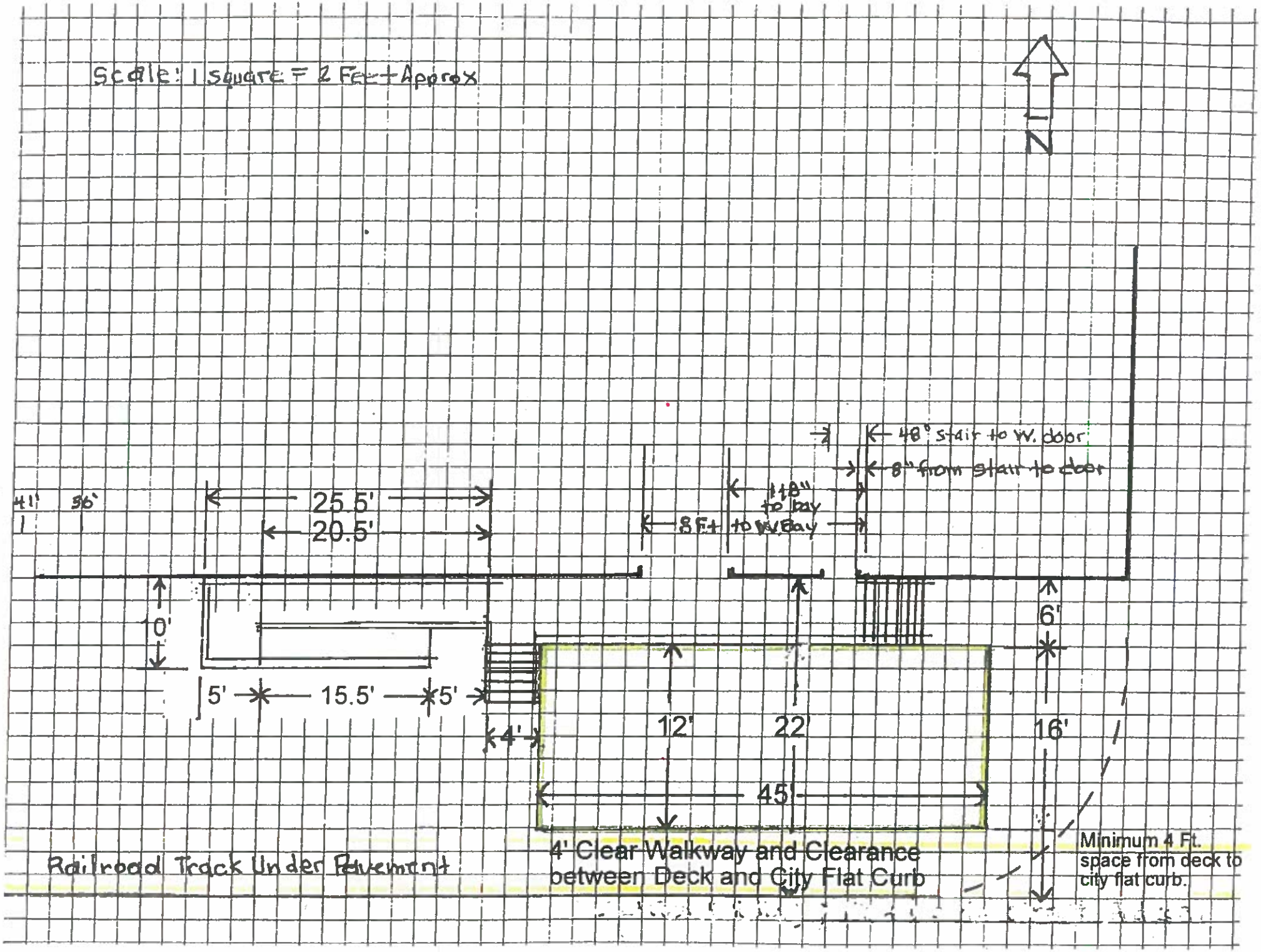
Timothy G. Yandell

Signature of Applicant or Agent

JUNE 12, 2020

Date

Return Application to:
Public Works Dept.
City of Abilene
PO Box 60
Abilene TX 79604


Scale: 1 square = 2 Feet Approx
N
48" stair to W. door
8" from stair to door
118" to bay
8 Ft to W. Bay
41'
56'
25.5'
20.5'
10'
5'
15.5'
5'
4'
12'
22'
45'
6'
16'
Railroad Track Under Pavement
4' Clear Walkway and Clearance between Deck and City Flat Curb
Minimum 4 Ft. space from deck to city flat curb.

Agenda Item: Extended Term Street Use License

Location Map

ArcGIS Web Map

June 16, 2020

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri

Web AppBuilder for ArcGIS

Agenda Item:
Extended Term Street Use License

- TTY Holdings, LLC has submitted an application for an Extended Term Street Use License to use a portion of City right-of-way along the north right-of-way on North 5th Street for the purpose of building and maintaining a historical loading platform and ADA service ramp.
- The application has been reviewed and found to be complete.
- Staff recommends approval of the Extended Term Street Use License.

Questions?

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

TO: **Robert Hanna, City Manager**

FROM: **Michael Rice, Assistant City Manager**

SUBJECT: **16. Presentation: Receive a Report and Hold a Discussion and Public Hearing and Provide Direction on Downtown On-Street Parking *(Michael Rice)***

GENERAL INFORMATION

The Mayor and City Council established the Mayor's Downtown Task Force on February 28, 2019. The task force was asked to provide recommendations on an implementation strategy for the Center City Growth and Development Plan completed in September of 2017, including alternative on-street parking improvements with the goal of increasing the number of on-street parking spaces. This recommendation may include a reduction in drive lanes.

The Council received a presentation on the staff recommended, and Mayor's Downtown Task Force supported, Downtown On-Street Parking plan on October 3, 2019. After a discussion and public hearing on the issue, City Council directed staff to gather additional public input on the proposed on-street parking recommendations.

Staff, in cooperation with the Mayor's Downtown Task Force, held a Town Hall Meeting on November 26, 2019. During that meeting staff received questions and provided responses on a wide variety of issues. A summary of the questions and responses is attached. The Mayor's Downtown Task Force was updated on the Town Hall meeting including the questions asked and answered, and upon recent development updates on June 26, 2020. The Mayor's Downtown Task Force decided not to change their original recommendation concerning Downtown On-Street Parking to the City Council.

SPECIAL CONSIDERATIONS

During the Presentation to the City Council on October 3, 2019, a recommendation to keep 4 travel lanes on Pine Street was discussed. The attached presentation has included updated information on this recommendation concerning Pine Street for Council to discuss and consider.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

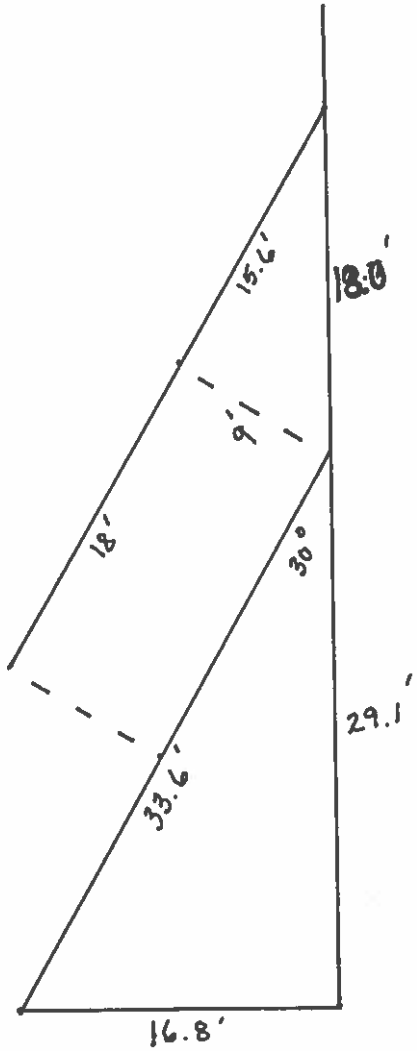
Staff recommends the City Council provide direction on Downtown On-Street Parking.

BOARD OR COMMISSION RECOMMENDATION

The Mayor's Downtown Task Force supports the staff recommendations for Downtown On-Street Parking.

ATTACHMENTS:

1. On-Street Parking Geometry
2. Abilene Town Hall Meeting.2019.11.26
3. Downtown Parking Options.2020.07.23



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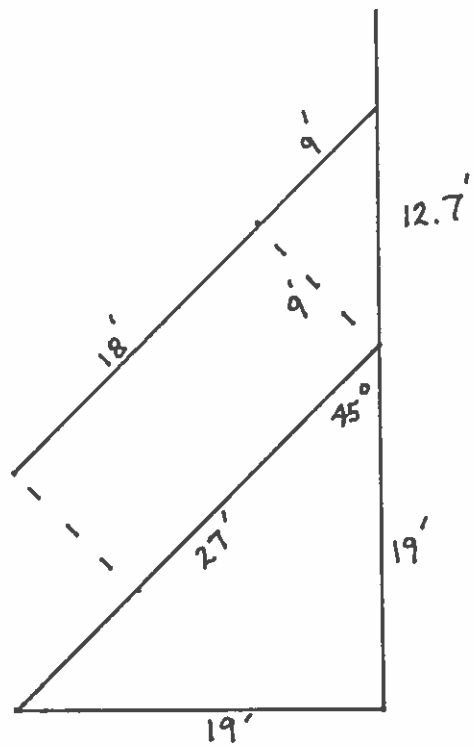

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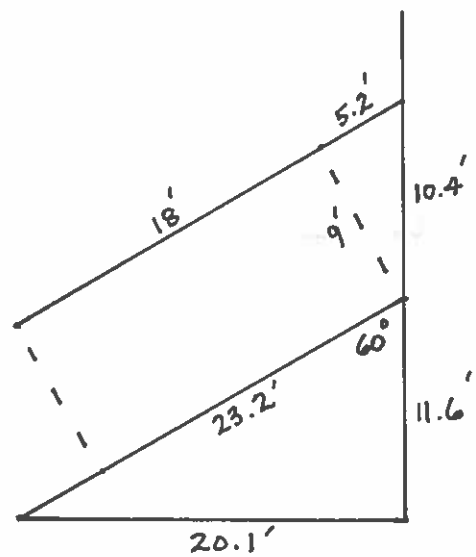
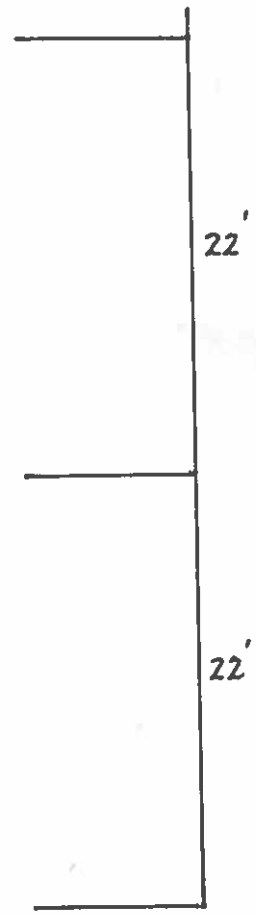


60°



Parallel

Abilene Town Hall Meeting: Downtown On-Street Parking: Tuesday, Nov. 26, 2019

How many parking spaces will be created with the proposed changes? If all staff recommendations are accepted, downtown could gain over 200 additional on-street parking spaces. However, the final number will be dependent upon final City Council direction, and other downtown development activities that effect on-street parking.

Have you considered Fat people? No, the spaces are based upon National standards and consider all people. The parking spaces are based upon a parking footprint of 9' x 18'.

What about the extra-long trucks extending out into the road? The parking spots are designed based upon the majority of vehicles, not the exceptions. In addition, vehicles will be able to pull up to the curb, allowing the front of the vehicle to overhang a portion of the sidewalk. The newer crew cab pickups have an approximate length of up to 225". **18 feet long parking spaces equal 216" in length**, and the additional overhang over the curb should allow this vehicle to park within the parking spot without extending into the street travel lane.

However, a Ford Super Duty can be as long as 263", and these trucks just don't fit within any regular parking spaces, on or off of the street.

Do the Downtown Streets Meet ADA Parking Requirements? Yes, the ADA requirement is a minimum of 1 ADA parking space per block. The city is working with the Citizen's Advisory Board for People with Disabilities to address accessibility issues.

Why are you working on the CBD Concrete Streets now? Because this project was approved by the voters during the 2015 Bond Election. 2020 will be the last year that these funds will be used to construct the 25 projects that were voter approved. Mr. Hanna added, these funds have time constraints, and we need to spend the money now to avoid possible problems caused by holding the money. Staff is requesting direction on parking in the downtown area so new striping can immediately follow the construction of the streets in order to add parking spaces where available.

Is Abilene required to use buttons? No, Abilene is moving to painted traffic control where appropriate. "Half the glass markings are missing and it looks terrible. Just a poor image for the City. Anything is better then what we have currently."

What about parking meters? Parking meters is a possible future topic of conversation, and many cities are using systems that allow payment through their cell phone. Staff is aware of some of these options, but staff has not fully evaluated the different options available concerning paid on-street parking spaces.

What about expanding the Streets to gain parking? There isn't a current plan for tax payer widening of the downtown streets. However, some properties have extended the on-street parking by moving the curbs toward the property lines which creates space for additional angle parking adjacent to the property. This is almost always accomplished by the adjacent property owner payment without tax payer participation.

What about Back-In Parking to minimize backing into on-coming traffic? While this has been implemented within other communities, such as Austin on Congress Street, this option may not provide any additional protections based upon the current speed of traffic within the Downtown area. In addition, for one-way streets, back-in parking provide for better visibility for exiting vehicles on just one side of the street.

What about Off-Street Parking? Off-street parking (a parking structure) costs around $20,000 per parking space. Therefore, the most economical solution is adding On-Street parking where possible. Off-Street parking continues to be a topic of discussion for the future.

What are we doing about Sidewalks in Downtown? There are some funds available to address sidewalks in the downtown area, but there isn't enough money to replace all of the sidewalks in downtown. Staff is looking at the existing sidewalks, and working to identify existing problems that need immediate attention due to tree grate, buckling, tree roots, etc. that create possible safety issues for pedestrians.

There was a concern with Parking Enforcement in specific areas of downtown. Staff will work with the Marshalls to address this concern by conducting targeted enforcement to address these specific concerns.

Will the parking act as Traffic Calming? No, there are no current plans to move curbs in the downtown area. However, the addition of bulb outs at the intersections is a future option worthy of additional discussion and consideration.

W**hat about One-Way to Two-Way traffic conversion?** This topic was outside of the scope for this meeting. The Mayor's Downtown Task Force has discussed this issue, and they have decided to take no action on this item at this time due to the resulting possibility of losing On-Street parking.

Will any of the City parking on City streets be made available for rent by business owners? No.

Will the City be looking at more street sweeping with the new hotel? Abilene is working to improve the street sweeping program. Sweeping Downtown is a part of the program.

When will the new parking layouts be done? Currently the repairs of the concrete streets project is on the City Council's agenda for consideration on Thursday, Dec. 5th. Construction is expected to begin in January of 2020, and the duration of the project is expected to be around 14 to 15 months, dependent upon the contractor staff, weather, etc. Striping of the parking is not expected to begin until after the project is complete on each block. New Striping will not begin until the final parking plan has been approved by City Council.

Has it already been decided what side of the streets will get parallel and angled parking? No.

How much will this project cost and where will the money come from for this project? Repairs of the concrete streets is paid from 2015 Voter Approved Bonds. The On-Street Striping is allowable work under the 2015 Bonds covenants.

Who will maintain the markings? Traffic Services will be responsible for the ongoing maintenance of the pavement markings.

What about the current time limits for On-Street Parking? This topic is outside the scope of this meeting.

Additional General Comments:

More of these open meetings need to be held with the downtown owners.

Money needs to be spent on the cleaning up of the downtown. If you want people to be downtown, parking is great but who wants to park somewhere when the lighting is poor, the sidewalks are broken and there are weeds between the buildings, sidewalks and within the alleys. A lot needs fixing.

Can the City close off vacate lot multiple drive approaches to get even more parking spaces as part of this new parking layout?

I like the 30 degree angle parking spots more.

There was concern with the public's general ability to Parallel Park.

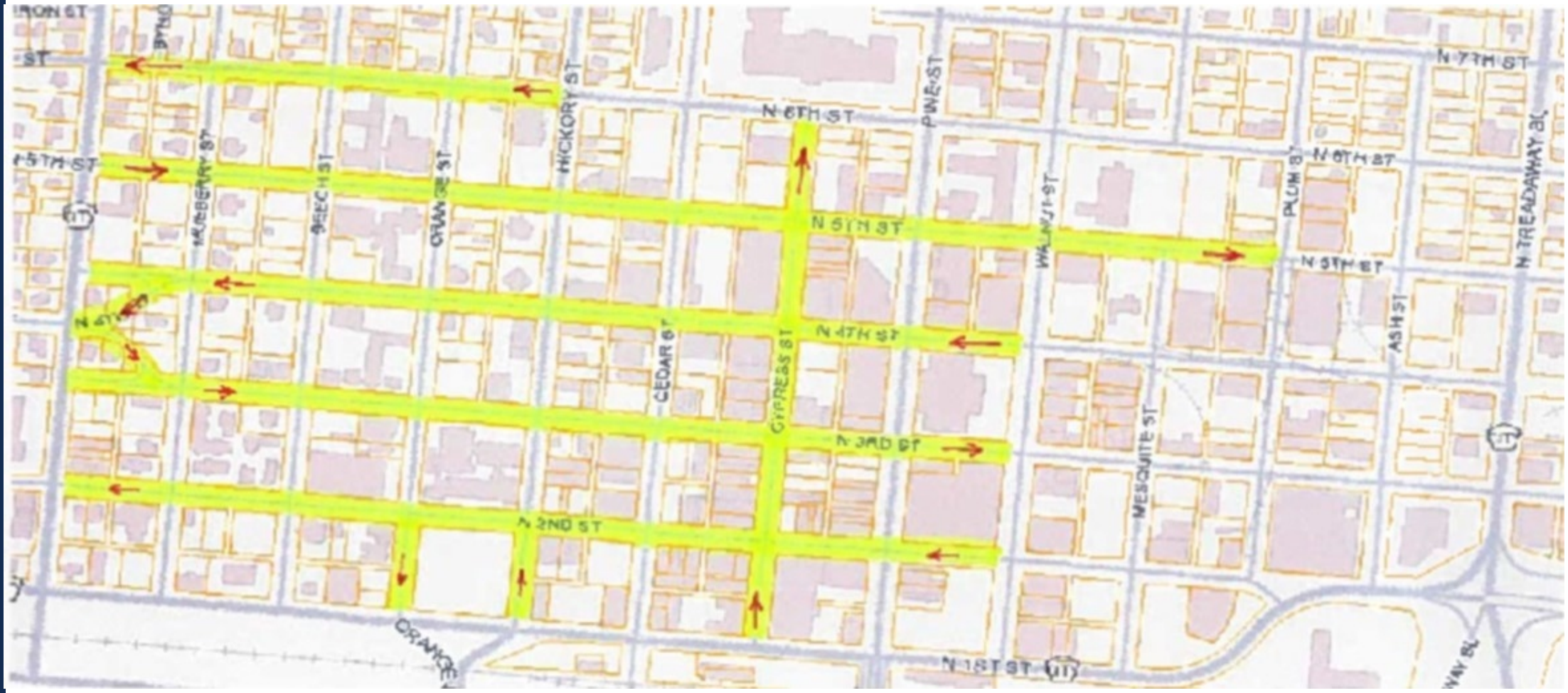
Downtown Parking Options Workshop

CITY OF ABILENE TEXAS

Downtown Parking Options Workshop

- Council received a Downtown Parking Presentation on Oct. 3, 2019. This presentation is an update based upon public response and hotel developments
- The Study Area is within the boundary of N. 6th Street on the North, N. 1st Street on the South, Grape Street on the West, and Treadaway Blvd on the East
- The Goal for this Workshop is to provide staff with direction on functional, safe, and constructable <u>On Street</u> parking within the Study Area
- Based upon City Records, there are 2 primary Right-of-Way (ROW) widths within the Study area: 80’ and 100’ (Pine & Walnut only)
- Based upon Google Maps dimensions, there are 5 primary Street widths within the Study area: 35’, 40’, 50’, 56’, & 70’ (measured face to face of curbs)

Study Area – One Way Streets



Study Area – Paving Widths

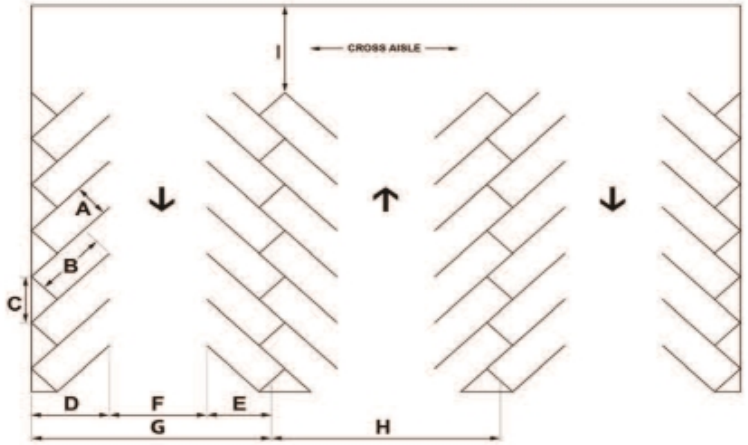
Pine & Walnut – 70’
Purple – 56’
Blue – 50’
Orange – 40’
Yellow – 35’
N. 4th (1 Way) – 26’

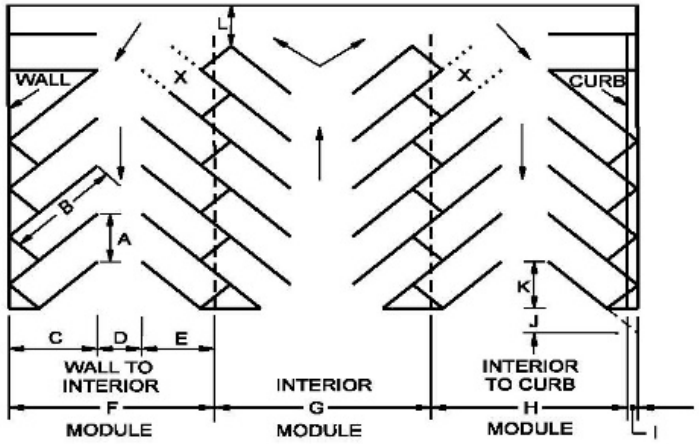
Table 3
Minimum Parking Layout Dimensions

Figure 3 Label	Design Component		Parking Angle 0° (Parallel)	30°	45°	60°	90°
A	Stall Width		9'(8')[1]	9'	9'	9'	9'
B	Stall Length		22'	18'	18'	18'	18'
C	Stall Width Parallel to Aisle		N/A	18'-0"	12'-9"	10'-5"	9'-0"
D	Stall Depth to Curb or Wall		N/A	16'-10"	19'-1"	20'-1"	18'-0"
E	Stall Depth to Interlock		N/A	12'-11"	15'-11"	17'-10"	18'-0"
F	Aisle Width[2]	One-Way	13'	14'	16'	19'	N/A
		Two-Way	24'	22'	24'	24'	26'
G	Module Width Wall/Curb to Interlock	One-Way Aisle	N/A	43'-9"	51'-0"	46'-11"	N/A
		Two-Way Aisle	N/A	51'-9"	59'-0"	61'-11"	62'-0"
H	Module Width Interlock to Interlock	One-Way Aisle	N/A	39'-10"	47'-10"	54'-8"	N/A
		Two-Way Aisle	N/A	47'-10"	55'-10"	59'-8"	62'-0"
not shown in Figure 3	Module Width Wall/Curb to Wall/Curb	One-Way Aisle	31'-0"	47'-8"	54'-2"	59'-2"	N/A
		Two-Way Aisle	42'-0"	55'-8"	62'-2"	64'-2"	62'-0"
I	Cross Aisle Width[2]	One-Way	15'	15'	15'	15'	15'
		Two-Way	22'	22'	22'	22'	22'

[1] 8' width applies to on-street parking stalls
[2] The Director may require greater aisle width due to emergency San Diego County Fire Authority equipment access needs. Aisles less than 24' shall not be designated as Fire Access.
N/A – Not Applicable

Figure 3
Reference Drawing for Minimum Parking Dimensions





X = STALL NOT ACCESSIBLE IN CERTAIN LAYOUTS

Dimension	Diagram Location	Parking Angle 45°	60°	75°	90°
Stall width, parallel to aisle	A	12.5	10.5	9.2	9
Stall length of line	B	27.6	23.6	21.0	18
Stall depth to wall	C	19.4	20.3	20.0	18
Aisle width between stall lines	D	12.1	12.8	23.0	19
Stall depth, interior	E	16.4	18.0	19.0	18
Module, wall to interior	F	47.9	55.1	62.0	63
Module, interior	G	44.9	53.1	61.0	63
Module, interior to curb face	H	45.9	52.5	59.4	60
Bumper overhang (typical)	I	2.0	2.3	2.5	2.5
Offset	J	6.6	2.5	0.7	0
Setback	K	13.1	9.2	4.9	0
Cross aisle, one-way	L	14.1	14.1	14.1	14.1
Cross aisle, two-way	---	24.0	24.0	24.0	24

Parking Layout Dimensions (ft) for 9 ft x 18 ft Stall of Various Length

NOTES:
1. See Section 51-1.0 for criteria on the number and dimensions of parking spaces for physically-challenged individuals.
2. If a parking-lot section is designated for subcompact vehicles, the stalls may be 8 ft x 15 ft for a 90°parking angle.
3. Stalls should be wider for commercial-vehicle parking.
4. Bumper overhang should be considered in placing lighting, railings, etc. Therefore, these appurtenances should be placed beyond dimension I in the diagram.
5. Only two-way traffic should be used with a 90°parking angle.

County of San Diego
Parking Design Manual
Department of Planning & Land Use

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C	Stall Width Parallel to Aisle		N/A	18'-0"	12'-9"	10'-5"	9'-0"
D	Stall Depth to Curb or Wall		N/A	16'-10"	19'-1"	20'-1"	18'-0"
E	Stall Depth to Interlock		N/A	12'-11"	15'-11"	17'-10"	18'-0"
F	Aisle Width[2]	One-Way	13'	14'	16'	19'	N/A
		Two-Way	24'	22'	24'	24'	26'
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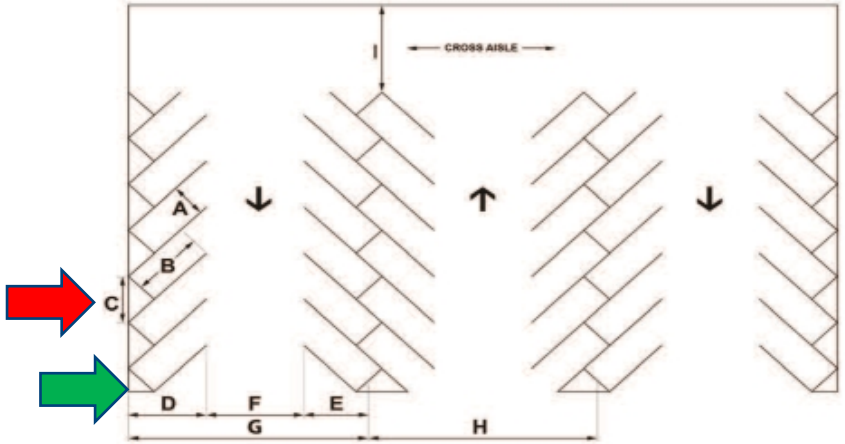

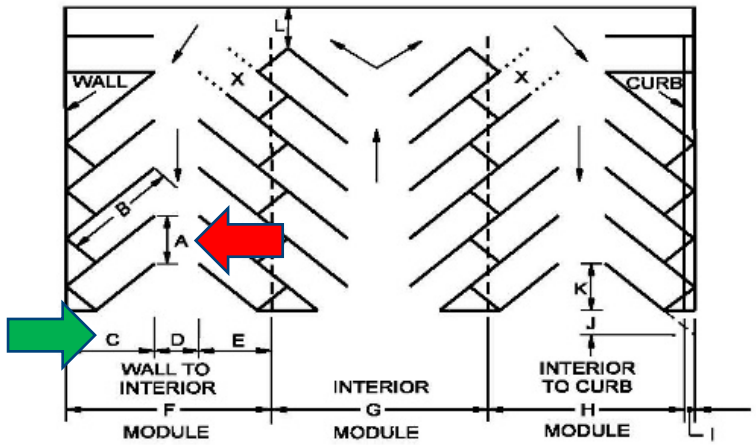

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Bumper overhang (typical)	I	2.0	2.3	2.5	2.5
Offset	J	6.6	2.5	0.7	0
Setback	K	13.1	9.2	4.9	0
Cross aisle, one-way	L	14.1	14.1	14.1	14.1
Cross aisle, two-way	---	24.0	24.0	24.0	24

Parking Layout Dimensions (ft) for 9 ft x 18 ft Stall of Various Length

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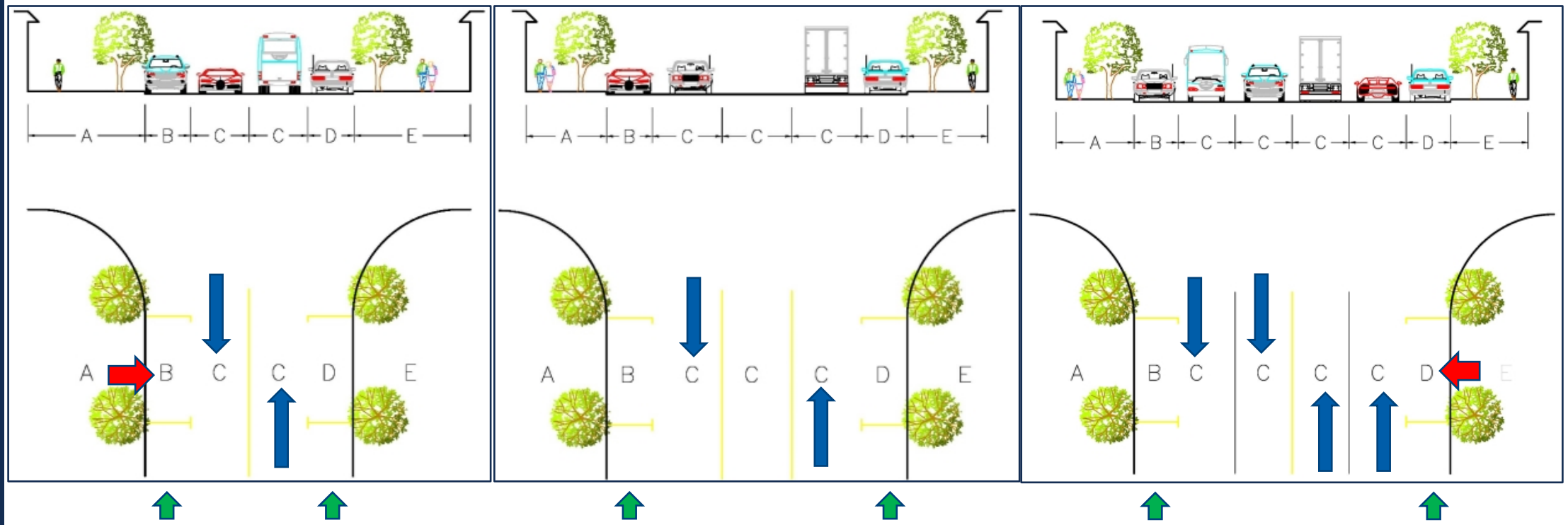


Two Lane Street

Three Lane Street

Four Lane Street

Possible Street/ROW Configurations

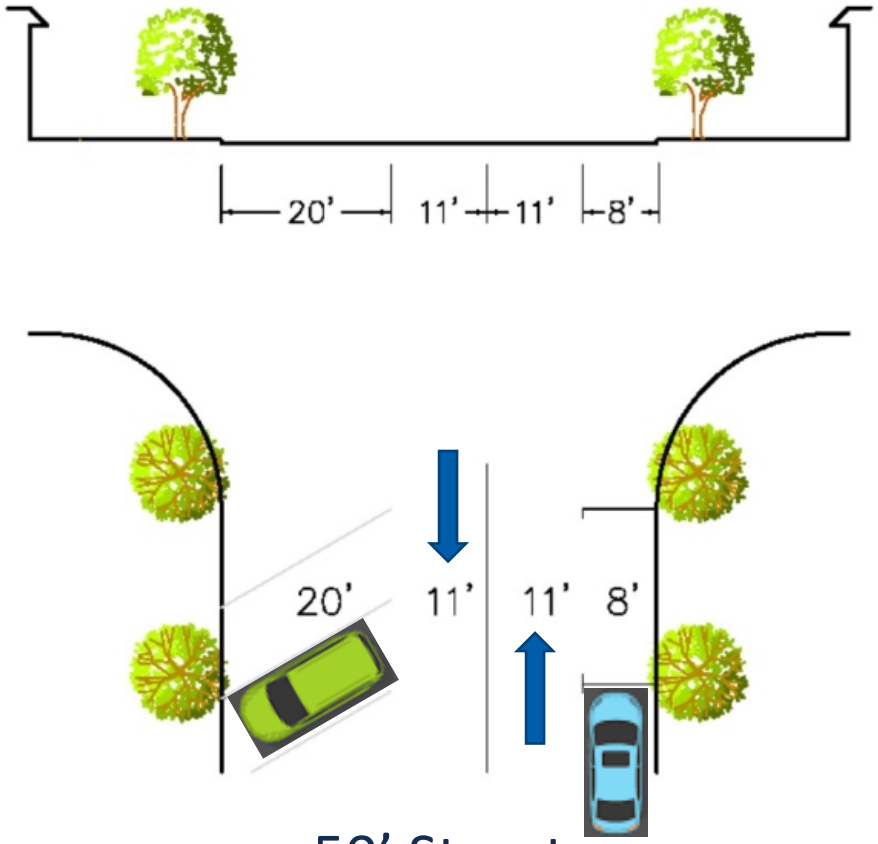
Study Area – Possible ROW Configurations

	STREET WIDTH (Face to Face)	**26**	**35/36**	**35/36**	**40**	**39/40/41**	**50/51/52**		**50/51/52**		**56**					**56**				**70**			
	One Way vs Two Way	One Way	One Way	Two Way	One Way	Two Way	One Way		Two Way		One Way					Two Way				Two Way			
	# of Blocks	2	13.5	11	8	12	2		18		21.5					14				10			
A	**PARKWAY**		22		20		15				12					12				15			
B	Parallel Parking (6'-8')		6	6	8	8		7		7					8			8	6				
	30 Degree Parking (17')											17				17					17		
	45 Degree Parking (19'-19.4')																			19		19	
	60 Degree Parking (20'-20.3')						20		20		21		20	20			20						20
C	Lane (12')							12		12				12	13		12	13	11	11	12	11	10
	Lane (12')	13	12	12	12	12	11	12	11	12	14	11	14	12	14	11	12	14	11	11	12	10	10
	Lane (12')	13	12	12	12	12	11	12	11	12		11	14	12	13	11	12	13	11	11	12	11	10
	Lane (12')																		11	11			
D	60 Degree Parking (20'-20.3')										21												20
	45 Degree Parking (19'-19.4')																					19	
	30 Degree Parking (17')											17				17					17		
	Parallel Parking (6'-8')		6	6	8	8	8	7	8	7			8		8			8	6	7			
E	**PARKWAY**		22		20		15				12					12				15			
	STREET TOTAL	**26**	**36**	**36**	**40**	**40**	**50**	**50**	**50**	**50**	**56**	**56**	**56**	**56**	**56**	**56**	**56**	**56**	**56**	**70**	**70**	**70**	**70**
	ROW TOTAL		**80**		**80**		**80**				**80**					**80**				**100**			
	Cypress St-1st to 2nd																						

Parking Dimensions Along Curb		**Ratio**
Parallel	22'	1:1
30 Degree	18'	1:1.22
45 Degree	12.75'	1:1.72
60 Degree	10.5'	1:2.1

Staff Recommended ->																							
	I		I				II						II			III							IV
													N. 6th			Cedar							
																Hickory							

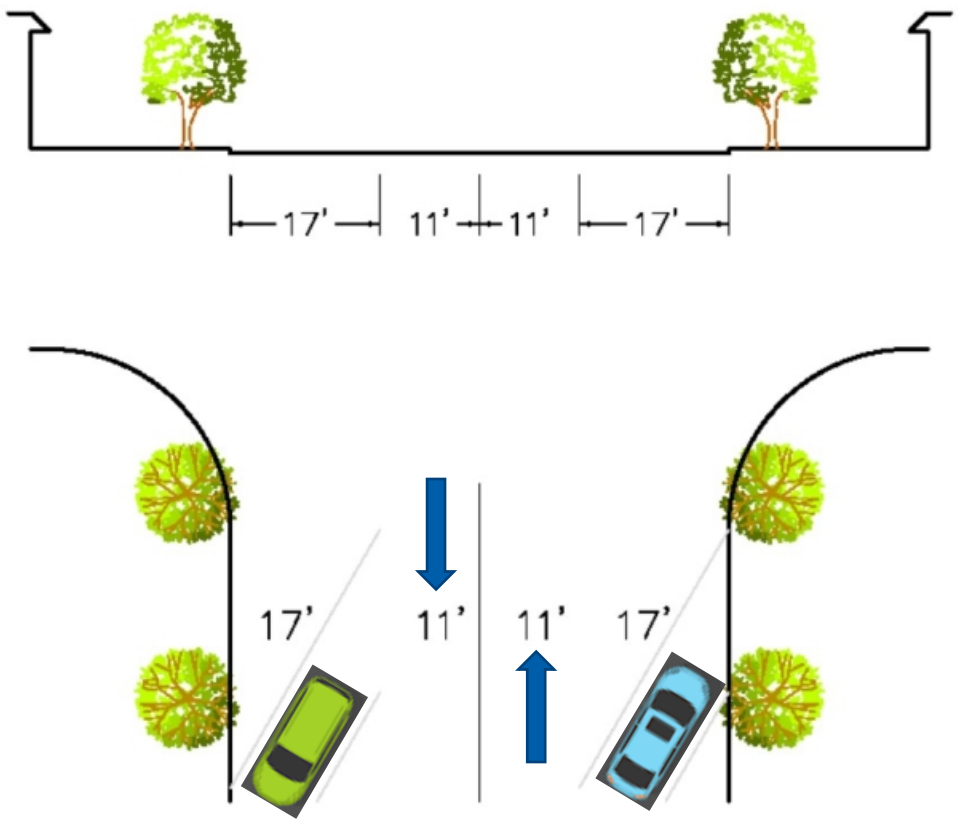
Staff Recommendation I



50' Street

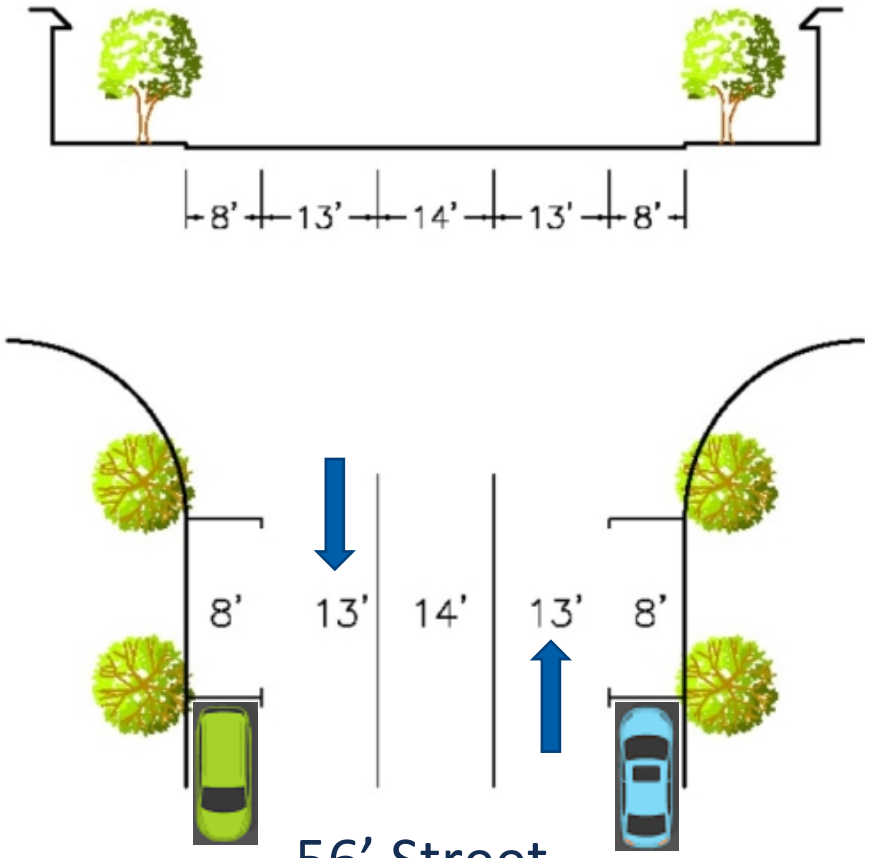
2 – Lanes, 1 – 60 Degree Parking, 1 – Parallel Parking

Staff Recommendation II



56' Street

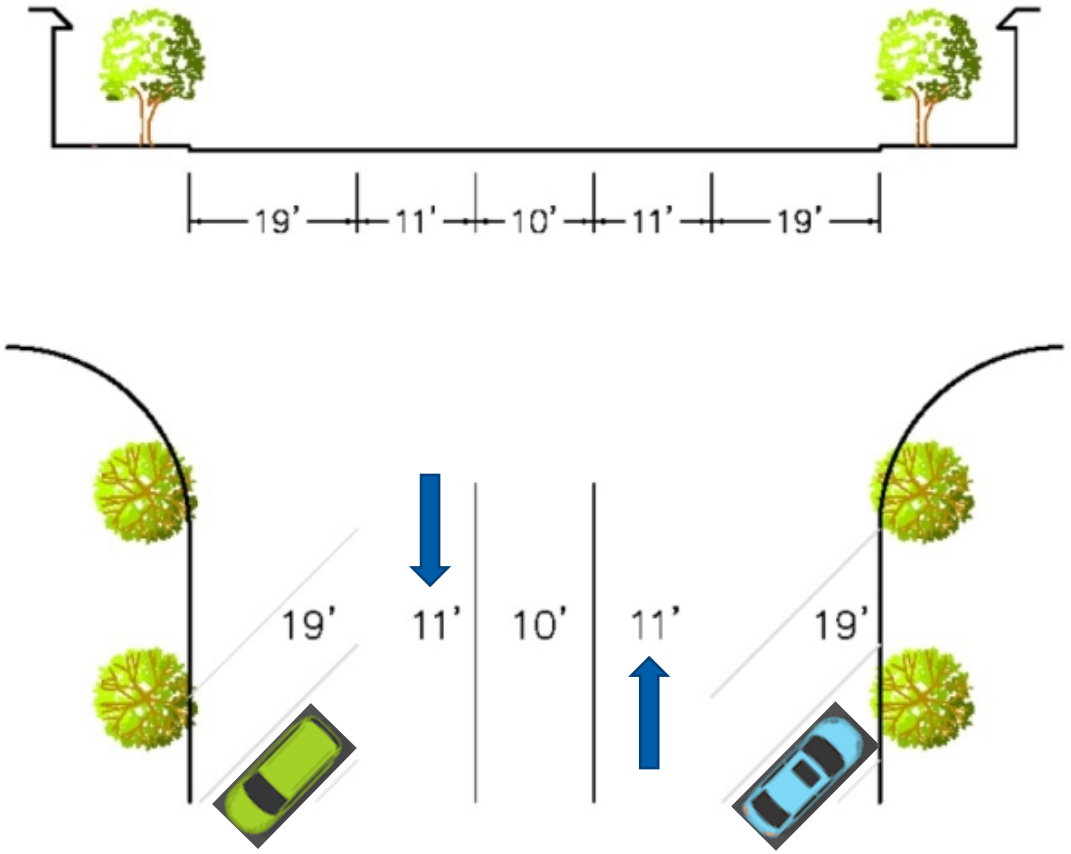
2 – 11' Lanes, 2 – 30 Degree Parking



56' Street

3 – Lanes, 2 – Parallel Parking
(Cedar Street, Hickory Street)

Staff Recommendation IV



70' Street

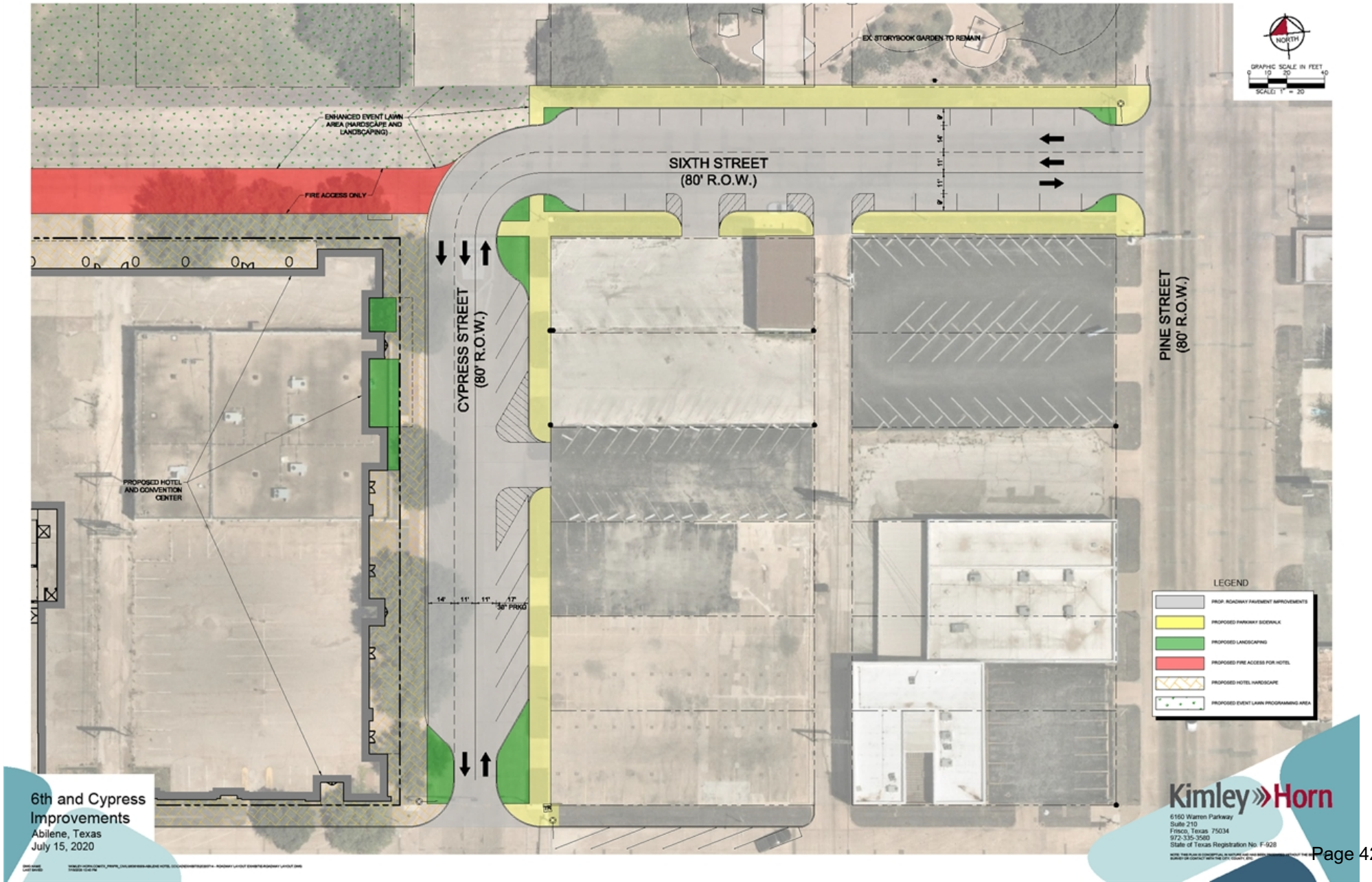
3 – Lanes, 2 – 45 Degree Parking

(Pine Street, Walnut Street)

Abilene Town Hall Meeting Questions (held 11/26/19)

- How big are the parking spaces and how many additional spaces will be created?
- What are the current ADA Parking Requirements and will they be included?
- Is Abilene required to use buttons? (buttons vs. paint vs. thermoplastic)
- What about the Parking Meters and current time limits?
- Can we widen the streets and create additional parking?
- What about back-in parking?
- What is Abilene doing about sidewalks?
- What about 1-Way to 2-Way traffic conversions?
- Will Street Sweeping increase with the new Hotel?
- Which side of the street will get parallel parking vs angle parking?
- How will this be paid for, and when will the changes happen?

Downtown Hotel Street Modifications



East/West Streets: Net On-Street Parking Spaces

	North 6th Street (56')				
	North Side		South Side		
	Current	Proposed	Current	Proposed	
Walnut					
	5	6	11	13	
Pine					
	13	12	10	7	
Cypress					
	14	0	5	0	
Cedar					
	9	10	8	8	Total Net
Hickory					Increase
total	41	28	34	28	-19

	North 5th Street (56')				
	North Side		South Side		
	Current	Proposed	Current	Proposed	
Walnut					
	8	10	9	9	
Pine					
	10	11	8	8	
Cypress					
	9	10	7	7	
Cedar					
	9	10	10	11	Total Net
Hickory					Increase
total	36	41	34	35	6

	North 4th Street (56')				
	North Side		South Side		
	Current	Proposed	Current	Proposed	
Walnut					
	10	13	7	8	
Pine					
	8	11	9	10	
Cypress					
	9	11	10	12	
Cedar					
	10	14	10	12	Total Net
Hickory					Increase
total	37	49	36	42	18

	North 3th Street (56')				
	North Side		South Side		
	Current	Proposed	Current	Proposed	
Walnut					
	5	7	9	11	
Pine					
	10	12	10	11	
Cypress					
	7	9	5	7	
Cedar					
	9	9	8	9	Total Net
Hickory					Increase
total	31	37	32	38	12

	North 2nd Street (56')				
	North Side		South Side		
	Current	Proposed	Current	Proposed	
Walnut					
	12	14	11	14	
Pine					
	10	12	8	10	
Cypress					
	8	10	8	8	
Cedar					
	8	9	7	9	Total Net
Hickory					Increase
total	38	45	34	41	14

TOTALS	183	200	170	184
NET	17		14	

North/South Streets: Net On-Street Parking Spaces

	Walnut Street (70')				
	West Side		East Side		
	Current	Proposed	Current	Proposed	
1st					
	4	4	7	16	
2nd					
	8	16	10	18	
3rd					
	15	22	15	22	
4th					
	9	11	8	9	
5th					
	16	22	12	22	Total Net
6th					Increase
total	52	75	52	87	58

	Pine Street (70') (4 lanes)				
	West Side		East Side		
	Current	Proposed	Current	Proposed	
1st					
	7	9	10	18	
2nd					
	10	9	14	22	
3rd					
	7	10	15	22	
4th					
	11	11	13	22	
5th					
	6	6	7	10	Total Net
6th					Increase
total	41	45	59	94	39

	Pine Street (70') (3 lanes)				
	West Side		East Side		
	Current	Proposed	Current	Proposed	
1st					
	7	13	10	16	
2nd					
	10	16	14	23	
3rd					
	7	10	15	22	
4th					
	11	17	13	22	
5th					
	6	12	7	10	Total Net
6th					Increase
total	41	68	59	93	61

	Cypress Street (56')				
	West Side		East Side		
	Current	Proposed	Current	Proposed	
1st					
	7	7	7	7	
2nd					
	14	15	7	7	
3rd					
	10	2	10	12	
4th					
	8	11	14	15	
5th					
	7	0	4	9	Total Net
6th					Increase
total	46	35	42	50	-3

	Cedar Street (56')				
	West Side		East Side		
	Current	Proposed	Current	Proposed	
1st					
	11	12	5	8	
2nd					
	9	7	12	12	
3rd					
	9	9	11	12	
4th					
	8	8	7	9	
5th					
	6	6	9	9	Total Net
6th					Increase
total	43	42	44	50	5

	Hickory Street (56')				
	West Side		East Side		
	Current	Proposed	Current	Proposed	
1st					
	0	9	8	17	
2nd					
	9	9	4	12	
3rd					
	11	13	9	9	
4th					
	10	13	4	6	
5th					
	6	6	7	7	Total Net
6th					Increase
total	36	50	32	51	33

TOTALS	218	247	229	332
NET	29		103	

Estimated 163 TOTAL Net Increase of On-Street Parking Spaces (based upon 4 lanes on Pine Street)

QUESTIONS?

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

TO: **Robert Hanna, City Manager**

FROM: **Greg McCaffery**

SUBJECT: **17. Presentation and Resolution: Receive a Report and Hold a Discussion and Public Hearing on the City of Abilene Municipal Solid Waste Cost of Service Analysis, and Proposed Future Rate Increases *(Max Johnson)***

GENERAL INFORMATION

The City of Abilene Solid Waste Services Division, as part of their management competition plan, presents a complete comprehensive analysis study of the City's cost of providing solid waste services to its customers. Further, the analysis provides guidance in establishing cost of service based rates for the solid waste services provided.

Through a formal RFP process, City staff selected NewGen Strategies & Solutions (NewGen) to conduct a solid waste services rate and fee study, complete with recommendations. The study has been completed and it equitably allocates costs of the various services provided to the proper rate structure, to ensure the rates and fees are fair and equitable to all customers.

Several major areas were reviewed and evaluated within the study and include: (1) Development of the Revenue Requirement, (2) Allocation of Customer Classes, (3) Determination of Billing Units, (4) Calculation of the Cost of Service, and Key Findings and Recommendations.

The study provides a detailed evaluation of the customer classes, billing units (ex. residential, commercial front-load collections, etc.) and recommended rates based upon NewGen's cost of service analysis, the City's policies, and NewGen's solid waste rate experience.

Dave Yanke, of NewGen, will provide an overview of the study, findings & recommendations. A final report of the Municipal Solid Waste Cost of Services Analysis study is included for council review.

Given the economic impacts the Covid-19 pandemic has had on Texas and the City of Abilene, staff is not recommending rate increases to the Residential and Commercial Front-Load service rates for 2020-2021.

Staff recommends the City Council adopt a fee adjustment to the roll-off unit use charges for the 2020-2021 Budget Year as presented.

Staff recommends Council adopt rate increases for Residential, Commercial Front-Load, and Roll-Off services in future years, as presented and supported by the Solid Waste Cost of Service Analysis presentation.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Receive, accept and file the Municipal Solid Waste Cost of Service Analysis study and proposed Rate Increases.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 2020 Resolution Five Year Plan Solid Waste Rates and Charges
2. Final_Draft_Municipal Solid Waste Cost of Service Analysis_Study_7-6-2020
3. PP_Municipal Solid Waste Cost of Service Analysis

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, ADOPTING THE FIVE YEAR PLAN FOR REVISING THE SCHEDULE OF RATES AND CHARGES FOR THE MUNICIPAL SOLID WASTE SERVICES

WHEREAS, Section 27-2 and 27-3 of the Abilene Municipal Code provide for the establishment of a Schedule of Rates and Charges for the Solid Waste Service; and,

WHEREAS, the Schedule of Rates and Charges for the Solid Waste Service (Rate Schedule) has from time to time been revised by the City Council; and,

WHEREAS, on September 12, 2019 the City Council of the City of Abilene adopted, by Ordinance No. 52-2019, a Schedule of Fees and Charges; and,

WHEREAS, the City of Abilene contracted with NewGen Strategies & Solutions, LLC to conduct and prepare a Municipal Solid Waste Cost of Service Analysis, and the Final Report has been presented to the City Council; and,

WHEREAS, in response to that Final Report, City staff is recommending that the Abilene City Council adopt the Five Year Plan to Revise the Rate and Charges Schedule for Solid Waste Services.

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

PART 1: That the City Council adopts the Five Year Plan for Revising the Schedule of Rates and Charges for Solid Waste Services Schedule of Fees and Charges for the Solid Waste Service as set forth on Exhibit "A" which is attached and incorporated hereto.

PART 2: That this Resolution adopting the Five Year Plan for Revising the Schedule of Rates and Charges for Solid Waste Service shall be kept on file in the City Secretary's Office and in the Solid Waste Service Division and Public Works Department Offices.

PART 3: City staff will annually review the Schedule of Rates and Charges for Solid Waste Service to ensure that projected revenues can cover all projected expenses and financial obligations of the Solid Waste Services Division of the Public Works Department.

ADOPTED the 23rd day of July 2020.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Anthony Williams, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

EXHIBIT A

CITY OF ABILENE
PUBLIC WORKS DEPARTMENT
SOLID WASTE SERVICES DIVISION
SCHEDULE OF RATES AND CHARGES
ADOPTED _____
BY RESOLUTION NO_____

NewGen proposes a $10.00 rate increase to the pull rate in FY 2021. Approximately 9,273 pulls are forecasted for FY 2021, per the City, which should generate approximately $92,730 in additional roll-off revenues.

NewGen proposes a second $10.00 rate increase to the pull rate in FY 2023.

EXHIBIT A

CITY OF ABILENE
PUBLIC WORKS DEPARTMENT
SOLID WASTE SERVICES DIVISION
AMENDED SCHEDULE OF RATES AND CHARGES

RESIDENTIAL SOLID WASTE RATES

	Current	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Standard Service	$18.11	$18.11	$20.00	$20.00	$20.50	$20.50
Environmental Charge	$1.80	$1.80	$1.80	$1.80	$1.80	$1.80
Total	**$19.91**	**$19.91**	**$21.80**	**$21.80**	**$22.30**	**$22.30**

COMMERCIAL FRONT-LOAD RATES

Current Rates

Cubic Yard (CY)	2x per Week	4x per Week
2 CY	$44.83	$91.86
3 CY	$66.02	$138.91
4 CY	$90.73	$189.38
6 CY	$123.87	$258.02
8 CY	$158.19	$329.00

FY 2021-2022

Cubic Yard (CY)	2x per Week	4x per Week
2 CY	$59.83	$111.86
3 CY	$78.52	$151.41
4 CY	$98.23	$189.38
6 CY	$123.87	$ 258.02
8 CY	$158.19	$329.00

EXHIBIT A
CITY OF ABILENE
PUBLIC WORKS DEPARTMENT
SOLID WASTE SERVICES DIVISION
SCHEDULE OF RATES AND CHARGES

COMMERCIAL FRONT-LOAD RATES

FY 2022-2023

Cubic Yard (CY)	2x per Week	4x per Week
2 CY	$59.83	$111.86
3 CY	$78.52	$151.41
4 CY	$98.23	$189.38
6 CY	$123.87	$258.02
8 CY	$158.19	$329.00

FY 2023-2024

Cubic Yard (CY)	2x per Week	4x per Week
2 CY	$74.83	$131.86
3 CY	$91.02	$163.91
4 CY	$105.73	$189.38
6 CY	$123.87	$258.02
8 CY	$158.19	$329.00

FY 2024-2025

Cubic Yard (CY)	2x per Week	4x per Week
2 CY	$89.83	$151.86
3 CY	$103.52	$176.41
4 CY	$113.23	$199.38
6 CY	$123.87	$258.02
8 CY	$158.19	$329.00

FY 2025-2026

Cubic Yard (CY)	2x per Week	4x per Week
2 CY	$104.83	$166.86
3 CY	$110.02	$181.41
4 CY	$118.23	$209.38
6 CY	$128.87	$258.02
8 CY	$158.19	$329.00

RESOLUTION NO._____

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WHEREAS, on September 12, 2019 the City Council of the City of Abilene adopted, by Ordinance No. 52-2019, a Schedule of Fees and Charges; and,

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ADOPTED the 23rd day of July 2020.

ATTEST:

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Shawna Atkinson, City Secretary

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Anthony Williams, Mayor

APPROVED:

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Stanley Smith, City Attorney

EXHIBIT A

CITY OF ABILENE
PUBLIC WORKS DEPARTMENT
SOLID WASTE SERVICES DIVISION
SCHEDULE OF RATES AND CHARGES
ADOPTED _____
BY RESOLUTION NO_____

NewGen proposes a $10.00 rate increase to the pull rate in FY 2021. Approximately 9,273 pulls are forecasted for FY 2021, per the City, which should generate approximately $92,730 in additional roll-off revenues.

NewGen proposes a second $10.00 rate increase to the pull rate in FY 2023.

EXHIBIT A

CITY OF ABILENE
PUBLIC WORKS DEPARTMENT
SOLID WASTE SERVICES DIVISION
AMENDED SCHEDULE OF RATES AND CHARGES

RESIDENTIAL SOLID WASTE RATES

	Current	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Standard Service	$18.11	$18.11	$20.00	$20.00	$20.50	$20.50
Environmental Charge	$1.80	$1.80	$1.80	$1.80	$1.80	$1.80
Total	**$19.91**	**$19.91**	**$21.80**	**$21.80**	**$22.30**	**$22.30**

COMMERCIAL FRONT-LOAD RATES

Current Rates

Cubic Yard (CY)	2x per Week	4x per Week
2 CY	$44.83	$91.86
3 CY	$66.02	$138.91
4 CY	$90.73	$189.38
6 CY	$123.87	$258.02
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FY 2021-2022

Cubic Yard (CY)	2x per Week	4x per Week
2 CY	$59.83	$111.86
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EXHIBIT A
CITY OF ABILENE
PUBLIC WORKS DEPARTMENT
SOLID WASTE SERVICES DIVISION
SCHEDULE OF RATES AND CHARGES

COMMERCIAL FRONT-LOAD RATES

FY 2022-2023

Cubic Yard (CY)	2x per Week	4x per Week
2 CY	$59.83	$111.86
3 CY	$78.52	$151.41
4 CY	$98.23	$189.38
6 CY	$123.87	$258.02
8 CY	$158.19	$329.00

FY 2023-2024

Cubic Yard (CY)	2x per Week	4x per Week
2 CY	$74.83	$131.86
3 CY	$91.02	$163.91
4 CY	$105.73	$189.38
6 CY	$123.87	$258.02
8 CY	$158.19	$329.00

FY 2024-2025

Cubic Yard (CY)	2x per Week	4x per Week
2 CY	$89.83	$151.86
3 CY	$103.52	$176.41
4 CY	$113.23	$199.38
6 CY	$123.87	$258.02
8 CY	$158.19	$329.00

FY 2025-2026

Cubic Yard (CY)	2x per Week	4x per Week
2 CY	$104.83	$166.86
3 CY	$110.02	$181.41
4 CY	$118.23	$209.38
6 CY	$128.87	$258.02
8 CY	$158.19	$329.00

July 23, 2020 | City of Abilene

MUNICIPAL SOLID WASTE COST OF SERVICE ANALYSIS

NewGen Strategies & Solutions

SCOPE OF ANALYSIS

1
- Conduct a comprehensive cost of service study that allocates costs to each specific solid waste service

2
- Develop a five-year revenue requirement forecast (FY 2021 – FY 2025)

3
- Calculate the revenues realized under current rates for the projected five-year revenue requirement

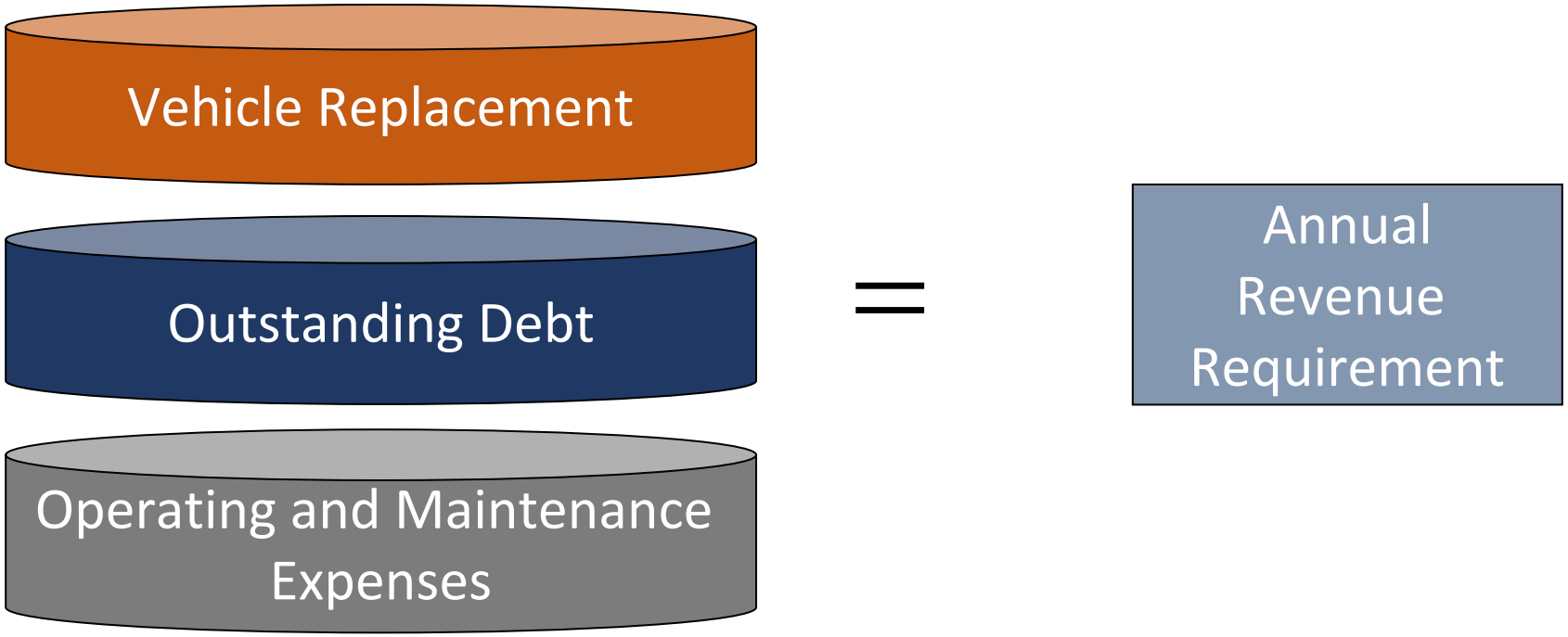
4
- Design rates for residential and commercial customers by type of service provided

5
- Present findings to City of Abilene staff with expected updates to City Council
- Develop a draft and final report

COST OF SERVICE METHODOLOGY

1. Develop the “Test Year”
2. Develop a revenue requirement forecast
3. Allocate costs to service categories
4. Allocate to customer classes
5. Determination of billing units
6. Cost of service calculation

WHAT IS THE "REVENUE REQUIREMENT"



SERVICE CATEGORIES

- **Residential**
  - Refuse Collection
  - Bulky Collection
  - Container Maintenance/Delivery
- **Commercial Front-Load**
  - Refuse Collection
  - Container Maintenance/Delivery
- **Commercial Roll-Off**
  - Collection (Refuse/Recycling)
  - Container Maintenance
- **Recycling Center**
  - Operations
  - Cardboard Collection
- **Landfill Disposal**
  - Contract
- **Other**
  - Special Events
- **Administration**

DEVELOPMENT OF REVENUE REQUIREMENT

The development of the revenue requirement forecast is furthermore impacted by the following non-inflationary items:

- Pay-As-You-Go (PAYG) funding strategy for the purchase of new vehicles.
  - Vehicle purchases increase from $1.6 million in FY 2021 to $2.16 million in FY 2025
- Additional Routing Costs
  - 2 side-load routes added during five-year forecast (one route added in FY 2021, a second route added in FY 2024).
  - 1 rear-load route added in FY 2022.
  - 1 front-load route added in FY 2023.
- Franchise Fees
  - 5% of revenues, less pooled cash

REVENUE REQUIREMENT

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Residential [1]	$4,209,914	$4,467,677	$4,660,510	$5,030,450	$5,209,446
Commercial Front-Load [2]	2,355,341	2,454,853	2,657,568	2,783,671	2,892,851
Commercial Roll-Off [3]	1,240,041	1,285,745	1,337,686	1,388,918	1,439,296
Recycling Center [4]	764,347	800,558	843,207	885,998	925,047
Landfill Disposal	3,016,376	3,113,194	3,213,305	3,316,801	3,423,775
Special Events	1,294	1,345	1,399	1,455	1,513
Administration	4,613,272	4,693,613	4,770,764	4,852,230	4,910,050
Total Revenue Requirement [5]	**$16,200,585**	**$16,816,986**	**$17,484,440**	**$18,259,523**	**$18,801,978**

Notes:

1. Includes refuse and bulky collection, as well as container maintenance costs.
2. Includes commercial front-load collection and container maintenance costs.
3. Includes refuse/recycling roll-off collection and container maintenance costs.
4. Includes operations costs, as well as cardboard collection costs.
5. Any minor arithmetic deviation is due to rounding.

RESIDENTIAL COST OF SERVICE

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Direct Cost					
Residential Refuse	$3,238,369	$3,359,291	$3,504,980	$3,819,760	$3,954,648
Bulky Collection	817,963	950,038	992,265	1,036,155	1,074,847
Container Maintenance	153,583	158,349	163,265	174,535	179,951
Recycling Operations	246,933	261,098	275,721	290,819	306,407
Cardboard Collection	517,414	539,460	567,486	595,179	618,640
Indirect Costs					
Special Events	$1,294	$1,345	$1,399	$1,455	$1,513
Administration	2,677,780	2,744,757	2,764,188	2,845,461	2,877,778
Disposal	1,299,601	1,350,393	1,403,204	1,458,102	1,515,160
Allocated Roll-Off	364,497	373,658	383,933	392,974	403,948
Total Residential Cost of Service	**$9,317,434**	**$9,738,389**	**$10,056,441**	**$10,614,439**	**$10,932,892**

RESIDENTIAL COST OF SERVICE

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Direct Cost					
Residential Refuse	$7.27	$7.39	$7.56	$8.08	$8.20
Bulky Collection	$1.84	$2.09	$2.14	$2.19	$2.23
Container Maintenance	$0.34	$0.35	$0.35	$0.37	$0.37
Recycling Operations	$0.55	$0.57	$0.59	$0.62	$0.64
Cardboard Collection	$1.16	$1.19	$1.22	$1.26	$1.28
Indirect Costs					
Special Events	$0.00	$0.00	$0.00	$0.00	$0.00
Administration	$6.01	$6.04	$5.96	$6.02	$5.97
Disposal	$2.92	$2.97	$3.03	$3.08	$3.14
Allocated Roll-Off	$0.82	$0.82	$0.83	$0.83	$0.84
Total Residential Cost of Service	**$20.91**	**$21.43**	**$21.70**	**$22.45**	**$22.67**

COMMERCIAL COST OF SERVICE

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Direct Cost					
Front-Load Collection	$1,956,521	$2,042,665	$2,230,638	$2,342,400	$2,436,740
Container Maintenance	398,820	412,188	426,930	441,272	456,111
Indirect Costs					
Administration	1,267,944	1,278,981	1,334,737	1,338,781	1,357,078
Disposal	1,151,435	1,186,172	1,221,957	1,258,814	1,296,764
Total Commercial Front-Load Cost of Service[1]	**$4,774,719**	**$4,920,006**	**$5,214,263**	**$5,381,267**	**$5,546,693**

Notes:
1. Any minor arithmetic deviation is due to rounding.

ROLL-OFF COST OF SERVICE

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Direct Cost					
Refuse/Recycling Collection	$927,866	$962,689	$1,002,789	$1,042,314	$1,080,556
Container Maintenance	312,175	323,056	334,897	346,604	358,740
Indirect Cost					
Administration	667,548	669,875	671,839	667,988	675,194
Disposal Costs	565,340	576,629	588,144	599,885	611,851
Total Roll-Off Cost of Service	**$2,472,929**	**$2,532,249**	**$2,597,669**	**$2,656,791**	**$2,726,341**
Roll-Off Cost of Service, Less Disposal	**$1,907,589**	**$1,955,620**	**$2,009,525**	**$2,056,906**	**$2,114,490**
Total Pulls[1]	11,440	11,440	11,440	11,440	11,440
Cost per Pull	**$166.75**	**$170.95**	**$175.66**	**$179.80**	**$184.83**

Notes:
1. Of the 11,440 pulls, approximately 2,167 pulls are related to neighborhood clean-ups, the recycling center, and donated mulch. Costs associated with these pulls have been allocated back to the residential cost of service.

OVER / (UNDER) – CURRENT RATES

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Residential Revenue Requirement	$9,317,434	$9,738,389	$10,056,441	$10,614,439	$10,932,892
Total Residential Revenues	9,020,078	9,200,657	9,384,581	9,572,088	9,763,179
Over / (Under)	**$(297,355)**	**$(537,731)**	**$(671,860)**	**$(1,042,351)**	**$(1,169,712)**
Commercial Front-Load Revenue Requirement	$4,774,719	$4,920,006	$5,214,263	$5,381,267	$5,546,693
Total Commercial Front-Load Revenues	4,532,164	4,575,043	4,617,923	4,662,701	4,707,479
Over / (Under)	**$(242,556)**	**$(344,963)**	**$(596,339)**	**$(718,566)**	**$(839,214)**
Commercial Roll-Off Revenue Requirement[1]	$2,108,432	$2,158,591	$2,213,736	$2,263,817	$2,322,393
Total Commercial Roll-Off Revenues	2,181,747	2,181,747	2,181,747	2,181,747	2,181,747
Over / (Under)	**$73,315**	**$23,156**	**$(31,989)**	**$(82,070)**	**$(140,646)**
Total Over / (Under)	**$(466,595)**	**$(859,538)**	**$(1,300,188)**	**$(1,842,986)**	**$(2,149,572)**
Cumulative Over / (Under)	**$(466,595)**	**$(1,326,134)**	**$(2,626,322)**	**$(4,469,308)**	**$(6,618,880)**

Notes: 1. Roll-off revenue requirement includes disposal costs, and it excludes the allocated roll-off costs allocated to residential customers.

PROPOSED RATES: RESIDENTIAL

- NewGen does **not** propose a residential rate increase in FY 2021.
- NewGen would recommend implementing rate increases **beginning in FY 2022.**
- NewGen proposes a $1.89/month increase to the residential rate in FY 2022 and a $0.50/month increase in FY 2024.

	Current	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Standard Service	$18.11	$18.11	$20.00	$20.00	$20.50	$20.50
Environmental Charge	$1.80	$1.80	$1.80	$1.80	$1.80	$1.80
Total	**$19.91**	**$19.91**	**$21.80**	**$21.80**	**$22.30**	**$22.30**
$ Increase	**N/A**	**$0.00**	**$1.89**	**$0.00**	**$0.50**	**$0.00**
% Increase	**N/A**	**0.0%**	**9.5%**	**0.0%**	**2.3%**	**0.0$**

PROPOSED RATES: COMMERCIAL FRONT-LOAD

- NewGen does **not** propose a commercial front-load rate increase in FY 2021.
- NewGen proposes rate increases to the commercial front-load rate matrix which are outlined in the subsequent slides.

Current Rates

Cubic Yard (CY)	2x per Week	4x per Week
2 CY	$44.83	$91.86
3 CY	$66.02	$138.91
4 CY	$90.73	$189.38
6 CY	$123.87	$258.02
8 CY	$158.19	$329.00

FY 2022 Proposed Rate Increases

Cubic Yard (CY)	2x per Week	4x per Week
2 CY	$15.00	$20.00
3 CY	$12.50	$12.50
4 CY	$7.50	-
6 CY	-	-
8 CY	-	-

FY 2022 Proposed Rates

Cubic Yard (CY)	2x per Week	4x per Week
2 CY	$59.83	$111.86
3 CY	$78.52	$151.41
4 CY	$98.23	$189.38
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8 CY	$158.19	$329.00

PROPOSED RATES: COMMERCIAL FRONT-LOAD

FY 2023
Proposed Rate Increases

Cubic Yard (CY)	2x per Week	4x per Week
2 CY	$15.00	$20.00
3 CY	$12.50	$12.50
4 CY	$7.50	-
6 CY	-	-
8 CY	-	-

FY 2024
Proposed Rate Increases

Cubic Yard (CY)	2x per Week	4x per Week
2 CY	$15.00	$20.00
3 CY	$12.50	$12.50
4 CY	$7.50	$10.00
6 CY	-	-
8 CY	-	-

FY 2025
Proposed Rate Increases

Cubic Yard (CY)	2x per Week	4x per Week
2 CY	$15.00	$15.00
3 CY	$6.50	$5.00
4 CY	$5.00	$10.00
6 CY	$5.00	-
8 CY	-	-

PROPOSED RATES: COMMERCIAL FRONT-LOAD

FY 2025

Proposed Rates

Cubic Yard (CY)	2x per Week	4x per Week
2 CY	$104.83	$166.86
3 CY	$110.02	$181.41
4 CY	$118.23	$209.38
6 CY	$128.87	$258.02
8 CY	$158.19	$329.00

PROPOSED RATES: COMMERCIAL ROLL-OFF

- NewGen proposes a $10.00 rate increase to the pull rate in FY 2021. Approximately 9,273 pulls are forecasted for FY 2021, per the City, which should generate approximately $92,730 in additional roll-off revenues.
- NewGen proposes a second $10.00 rate increase to the pull rate in FY 2023.

OVER / (UNDER) – PROPOSED RATES

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Residential Revenue Requirement	$9,317,434	$9,738,389	$10,056,441	$10,614,439	$10,932,892
Total Residential Revenues	9,020,078	10,044,897	10,245,695	10,682,778	10,896,068
Over / (Under)	**$(297,355)**	**$306,509**	**$189,254**	**$68,340**	**$(36,823)**
Commercial Front-Load Revenue Requirement	$4,774,719	$4,920,006	$5,214,263	$5,381,267	$5,546,693
Total Commercial Front-Load Revenues	$4,532,164	$4,768,813	$5,009,423	$5,258,771	$5,466,833
Over / (Under)	**$(242,556)**	**$(151,193)**	**$(204,839)**	**$(122,496)**	**$(79,860)**
Commercial Roll-Off Revenue Requirement[1]	$2,108,432	$2,158,591	$2,213,736	$2,263,817	$2,322,393
Total Commercial Roll-Off Revenues	2,274,477	2,274,477	2,367,207	2,367,207	2,367,207
Over / (Under)	**$166,045**	**$115,886**	**$153,471**	**$103,390**	**$44,814**
Total Over / (Under)	**$(373,865)**	**$271,202**	**$137,886**	**$49,234**	**$(71,869)**
Cumulative Over / (Under)	**$(373,865)**	**$(102,663)**	**$35,223**	**$84,457**	**$12,588**

Notes: 1. Roll-off revenue requirement includes disposal costs, and it excludes the allocated roll-off costs allocated to residential customers.

OTHER RECOMMENDATIONS

- Audit front-load containers and rates charged to customers.
  - To the extent that rates are established for shared container customers, these customers and containers should be tracked separately.
- Maintenance and fuel records should be maintained by fleet on an annual basis and easily accessible to City staff, for each vehicle.
- Roll-off containers should be tracked by customer, container type, and rate(s) charged.
- Monitor revenues on a monthly basis to ensure the recovery of costs.

QUESTIONS?

Dave Yanke
Managing Director – Environmental Practice
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(512) 649-1254

Greg McCaffery
Director of Public Works
City of Abilene
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City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

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

FROM: **Robert Hanna, City Manager**

SUBJECT: **18. Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on a Council Policy Statement Regarding COVID-19 Reporting Requirements *(Robert Hanna)***

GENERAL INFORMATION

Council has requested an opportunity to provide staff with direction on how they would like to see COVID-19 reporting take place. This agenda item will allow Council to establish Council Policy 2020-001 setting reporting requirements.

Staff has previously relied upon the Council's direction that transparency is our goal in all things. Because COVID-19 is revolving and rapidly changing, staff has used this direction to be transparent with the data we are collecting and it has caused many to be confused as we change what we are reporting as a result of the changing environment.

The attached policy statement is the City Manager's initial attempt to address some of the concerns he has heard from the City Council regarding what is being reported and how it is being reported.

SPECIAL CONSIDERATIONS

We cannot provide a report that will satisfy all people. It's important that we what we do provide is something that is helpful to the medical community, informative to the public, and administratively feasible.

Regarding the different types of tests:

PCR tests - remains to be the "gold-standard" test in helping detect COVID-19 infections
Limitations- lag time in getting results back from the lab (ranges 3-12 days), low sensitivity (15-25% chance of false negative), well-known to remain positive several days or even weeks after a person is thought to no longer be contagious.

Rapid Antigen tests - relatively newer tests, approved by FDA for Emergency Use Authorization to detect active COVID-19 infection, results in about 15 minutes
Limitations- even lower sensitivity than PCR testing (even higher chance of false negative results)

Rapid Serology "Antibody" tests - blood test that evaluates a person's immune response to COVID-19 with short term immune indicators (IgM) and longer-term immune indicators (IgG)
Limitations- IgM may not be positive until 5-7 days into the infection and IgG even longer, so there is higher potential for false negatives early in the course of illness, also depends on a person's ability to mount an immune response, also some concern of cross-reactivity to seasonal coronavirus and therefore false positives

In my discussions with Hendrick Medical Center, the Antibody test result is not something they recommended that we track and report. Therefore I am recommending that we not report Antibody tests at all. The Health District will still track Antibody test results as they are reported.

FUNDING/FISCAL IMPACT

None at this time.

STAFF RECOMMENDATION

Staff recommends Council adopt Policy 2020-001 as submitted.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Council Policy Statement on COVID-19 Reporting
2. 2020-001 - COVID Reporting Requirements
3. 2020-001 - Exhibit A - Daily Report Template
4. COVID-19 Reporting Requirements

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ESTABLISHING COUNCIL POLICY STATEMENT 2020-001 – COVID-19 REPORTING REQUIREMENTS

WHEREAS, it is the policy of the City of Abilene (the "City") to be transparent with all information concerning the COVID-19 response, and to report information as accurately and timely as possible without releasing the names, or other persona identifying information of COVID-19 positives; and

WHEREAS, it is the policy of the City to designate and only report Molecular PCR test results as the official number of COVID-19 cases in Abilene; and

WHEREAS, it is the policy of the City to designate and only report Antigen test results as probable COVID-19 cases, until otherwise directed by the Department of State Health Services, and only then in conjunction with the State of Texas doing the same.

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

Part 1: The City Council authorizes the City Manager to report the following information daily:

a. Total Test Results
b. Total Positives (*Molecular PCR only*)
c. Total Probable Cases (*Antigen*)
d. Total Negatives
e. Total Active Cases
f. Total Recovered
g. Total Deaths
h. Average Age of Death
i. Average Age of Hospitalization
j. Total Hospitalizations – In County
k. Total Hospitalizations – Out of County

Part 2: The City Manager will report the information in a format that is easy to understand.

Part 3: State or federally mandated reporting requirement changes will be implemented as required by law, and Council will be informed of the reporting requirement changes within two business days.

Part 4: That this Resolution takes effect immediately upon its adoption.

ADOPTED this 23rd day of July, 2020.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Anthony Williams, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

CITY OF ABILENE, TEXAS

COUNCIL POLICY STATEMENT

SUBJECT	*POLICY NO.*	*ADOPTED*	*PAGE*
COVID-19 Reporting Requirements	2020-001	07-23-2020	1 of 1

PURPOSE

The purpose of this policy is to establish rules that govern what the City reports and does not report on a daily basis regarding the COVID-19 Pandemic.

POLICY AND PROCEDURE

A. It is the policy of the City of Abilene (the "City") to be transparent with all information concerning the COVID-19 response, and to report information as accurately and timely as possible without releasing the names, or other personal identifying information of COVID-19 positives.

B. It is the policy of the City to designate and only report Molecular PCR test results as the official number of COVID-19 cases in Abilene.

C. It is the policy of the City to designate and only report Antigen test results as probable COVID-19 cases, until otherwise directed by the Department of State Health Services, and only then in conjunction with the State of Texas doing the same.

METHODOLOGY

A. Reportable Information

1. The City shall report the following information daily:
    a. Total Test Results
    b. Total Positives (*Molecular PCR only*)
    c. Total Probable Cases (*Antigen*)
    d. Total Negatives
    e. Total Active Cases
    f. Total Recovered
    g. Total Deaths
    h. Average Age of Death
    i. Average Age of Hospitalization
    j. Total Hospitalizations – In County
    k. Total Hospitalizations – Out of County

2. The City Manager will report the information in a format that is easy to understand.

3. State or federally mandated reporting requirement changes will be implemented as required by law, and Council will be informed of the reporting requirement changes within two business days.

4. A model template is attached to this policy statement.

SUMMARY (ALL PREVIOUS CASES + DAILY TOTALS)			
DESCRIPTION	**MOLECULAR PCR TEST**	**PERCENTAGE OF TOTAL***	**ANTIGEN TEST**
Total Test Results			
Total Positives			
Total Probable Cases			
Total Negatives			
Total Active Cases			
Total Recovered			
Total Deaths**			
** Percentage of Total are Molecular PCR Tests ONLY.* *** Total Deaths include all COVID-19 related deaths regardless of test.*			
DAILY TOTALS (NEW CASES FOR TODAY ONLY)			
DESCRIPTION	**MOLECULAR PCR TEST**	**PERCENTAGE OF TOTAL***	**ANTIGEN TEST**
Total Test Results			
Total Positives			
Total Probable Cases			
Total Negatives			
Total Active Cases			
Total Recovered			
Total Deaths**			
** Percentage of Total are Molecular PCR Tests ONLY.* *** Total Deaths include all COVID-19 related deaths regardless of test.*			

OTHER INFORMATION (ALL PREVIOUS CASES + DAILY TOTALS)			
DESCRIPTION	**NUMBER**	**DESCRIPTION**	**NUMBER**
Average Age of Death		Total Hospitalizations – in County	
Average Age of Hospitalization		Total Hospitalizations – Out of County	

Council Policy Statement Regarding COVID-19 Reporting Requirements

CITY OF
ABILENE
TEXAS

QUESTIONS?

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director**

SUBJECT: **19. Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance amending Chapter 32 "Utilities", Article VI "Water Conservation Plan", of the Abilene Municipal Code by amending Section 32-141, Section 32-142, Section 32-143, and Section 32-145. *(Rodney Taylor)***

GENERAL INFORMATION

Water Utilities staff is requesting that the Abilene City Council approve on final reading an Ordinance amending Chapter 32 "Utilities", Article VI "Water Conservation Plan", of the Abilene Municipal Code by amending Section 32-141 Authorization, Section 32-142 Application, Section 32-143 Regional Water Planning Groups; Public Involvement and Education, and Section 32-145 Water Conservation Stages.

SPECIAL CONSIDERATIONS

30 Texas Administrative Code Chapter 288 includes Subchapter A Water Conservation Plans and Subchapter B Drought Contingency Plans. Each Subchapter includes a list of required elements which must be included in the respective plan. Abilene is required to update and submit a drought contingency plan (DCP) on five-year intervals to the Texas Commission on Environmental Quality (TCEQ) for review and approval. The TCEQ reviewed Abilene's Water Conservation Plan ordinance as part of the 2019 update review process and noted several inadequacies that must be addressed in order for the agency to approve of Abilene's DCP update. The following is a description of the proposed edits:

Sec. 32.141. Authorization: Modify the section to clarify that during Stage 3 and Stage 4 water shortage conditions the City Manager is authorized to initiate allocation of water supplies on a pro rata basis in accordance with the Texas Water Code subsection 11.039.

Sec. 32.142. Application: Modify the section requiring that the City shall include a provision in every new or renewed wholesale Water Supply Contract that in case of shortage of the City's water supply the water to be

distributed shall be divided pro rata according to the amount each may be entitled to, without preference, and everyone suffers alike.

Modify the section to encourage Abilene's customers to utilize alternative water sources including nonpotable water during periods of water shortage.

Sec 32-143 Regional Water Planning Groups; Public Involvement and Education. Modifying the section establishing the procedure for the initiation and termination of any drought response stage shall be an announcement to the public and wholesale customers at a media conference.

Section 32-145 Water Conservation Stages. Minor edits applicable to each of Stage 1 through Stage 4 clearly tying the underlying restrictions to the respective Stage.

FUNDING/FISCAL IMPACT

NA

STAFF RECOMMENDATION

Staff recommends that the Abilene City Council approve the ordinance amending Chapter 32, Article VI "Water Conservation Plan" as described herein.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. ORDINANCE-Chapter 32 Utilities-Article VI Water Conservation Plan-7-23-2020
2. ORDINANCE-Chapter 32 Utilities-Article VI Water Conservation Plan-Exhibit A-Clean-V4-7-23-2020
3. ORDINANCE-Chapter 32 Utilities-Article VI Water Conservation Plan-Exhibit A-Redline-V4-7-23-2020
4. Information-Ordinance-Water Conservation Plan-V2-7-23-2020
5. Presentation-Ordinance Chapter 32 Article VI Water Conservation Plan-Final Reading-7-23-2020

ORDINANCE NO._____

AN ORDINANCE AMENDING CHAPTER 32, "UTILITIES", ARTICLE VI, "WATER CONSERVATION PLAN" OF THE ABILENE MUNICIPAL CODE BY AMENDING SECTION 32-141 "AUTHORIZATION", SECTION 32-142 "APPLICATION", SECTION 32-143 "REGIONAL WATER PLANNING GROUPS; PUBLIC INVOLVEMENT AND EDUCATION", AND SECTION 32-145 "WATER CONSERVATION STAGES", AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING A PENALTY

WHEREAS, Article VI of Chapter 32 of the City Code of Ordinances regulates and restricts the delivery and consumption of water as necessary to minimize the adverse impacts of water supply shortages or other water supply emergency conditions; and

WHEREAS, regulations of the Texas Commission on Environmental Quality describe the minimum elements to be included in Water Conservation Plans and Drought Contingency Plans; and

WHEREAS, Article VI does not adequately address procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public; and

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

PART 1: That Chapter 32, "Utilities", Article VI "Water Conservation Plan" be amended by amending Section 32-141, Section 32-142, Section 32-143, and Section 32-145 as set out in Exhibit "A", attached hereto 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 subject to escalating enforcement actions and schedule of penalties described in this Article VI.

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 9th day of July, A.D., 2020.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 19th day of July, 2020, 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 4:30 p.m. on the 23rd day of July, 2020, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 23rd day of July, A.D., 2020.

ATTEST:

_____
City Secretary

_____
Mayor

APPROVED:

_____
City Attorney

EXHIBIT A

CHAPTER 32 UTILITIES

ARTICLE VI. WATER CONSERVATION PLAN

DIVISION 1 GENERALLY

Sec. 32-141. Authorization

The Mayor, Mayor Pro Tempore, or the City Manager, if so designated, is hereby authorized, consistent with the Charter of the City of Abilene, Sections 21 and 22, to exercise those powers considered to be reasonable or necessary for the protection of persons or property in assessing the current state of our water supply and directing the City Manager to implement or terminate any stage, phase, or portion of the Water Conservation Plan. In the event that the triggering criteria specified in Section 32-145 of the Plan have been met for Stage 3-Water Emergency, or Stage 4- Water Crisis water shortage conditions, the City Manager is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code §11.039. Implementation and termination of any stage may occur, but is not mandated to occur, when conditions warrant.

Sec. 32-142. Application

The provisions of this Plan shall apply to persons, customers, and property utilizing the Abilene Water Utility System wherever situated, including customers such as water supply corporations, and any others that receive water from the City of Abilene on a contract basis. The City shall include a provision in every wholesale water contract entered into or renewed after adoption of this Plan, including contract extensions, that in case of shortage of water in the City's water supply , the water to be distributed shall be divided by the City in accordance with Texas Water Code §11.039 among all users pro rata, according to the amount each may be entitled to, so that preference is given to no one and everyone suffers alike.

The City of Abilene utilizes a variety of alternative water sources including an extensive nonpotable reuse program, and an indirect potable water reuse system. The City encourages its customers to utilize alternative water sources during periods of water shortage. These water use restrictions do not apply to the utilization of alternative water sources including nonpotable water and groundwater (well water). Customers using water from private groundwater wells on days other than those designated in this plan, or those watering from private groundwater wells during the hours of 10:00 a.m. and 6:00 p.m., must post a sign stating "WELL WATER." The sign must be properly sized and posted so it is visible from the street. The city strongly encourages the use of alternative water sources from groundwater for landscape purposes.

These water use restrictions do apply to those persons without a reclaimed water contract who divert raw surface water from Lake Kirby or Lake Fort Phantom Hill for landscape irrigation. Whenever the term or reference to water, or potable water or similar and like words are used in this "water conservation plan," it shall be understood to include the use of raw surface water from Lake Kirby and Lake Fort Phantom Hill for landscape irrigation.

These water use restrictions do apply to the time for the use of treated wastewater (reclaimed water) for landscape irrigation. Use of reclaimed water or raw water under a reclaimed water contract for landscape irrigation is only allowed during the hours of 12:00 midnight to 10:00 a.m., and from 6:00 p.m. until 12:00 midnight. All other uses of reclaimed water shall be in accordance with Title 30 Texas Administrative Code, chapter 210 and the City of Abilene's Authorization No. R10334-004, as amended.

Sec. 32-143. Regional Water Planning Groups and Public Involvement and Education

Sec. 32-143.1 Coordination with Regional Planning Groups

The service area of the City of Abilene is currently located within the Brazos G Regional Water Planning Area. The City of Abilene will cooperate and provide information regarding the Plan as needed to all Regional planning area groups.

Sec. 32-143.2 Public Involvement

The adoption of this Plan and any amendments will provide for public input at a public hearing held in conjunction with one of the readings of said ordinance enacting the Plan or amendments thereto.

Sec. 32-143.3 Public Education of Action on Water Conservation Stages

In conjunction with Section 32-141, the initiation and termination of any drought response stage (Water Conservation Stage) shall be announced to the public and wholesale customers at a media conference, and shall become effective immediately upon such announcement. In addition to public announcements of initiation and termination of a Water Conservation Stage and Year Round Water Use Management information, continuing public education and information regarding the Plan shall be publicized via posting on the City's website.

DIVISION 2 WATER CONSERVATION PLAN PROCEDURES

Sec. 32- 145. Water Conservation Stages

WATERING DAYS

1. During Water Conservation Stages, a customer's watering day is determined by the last digit of the house number or property address. Multi-unit properties will use the lowest address number. Customers on rural routes will use the last number of their post office box number or their route number if they do not have a post office box number. Customers at Ft. Phantom Lake will use the last number of their lake lot. Customers in trailer parks will use the last number of their lot number.

If a residential customer's last number is:	Customer's watering day is:
7 or 8	Sunday
9	Monday
0	Tuesday
1	Wednesday
2	Thursday
3 or 4	Friday
5 or 6	Saturday

For example: If an address is 555 Walnut Street, the last number is five (5) and the watering day is Saturday.

For purposes of this section only, residential usage includes single-family residences, multifamily residences and apartment complexes. Non-residential customers shall follow the above

schedule with the exception of the following changes:

7 or 8	Wednesday
5 or 6	Tuesday

2. Bi-weekly watering as prescribed in Stage 2 will occur according to location in East or West sides of the City, bounded on the north side of the City by Grape St. and then Pine St. to the north City Limits (north of Grape St.) and on the south side of the City by Sayles Blvd. to Buffalo Gap Road and then Buffalo Gap Road to the south City Limits.

3. Entities with large, open spaces (e.g., schools, universities, city parks, golf courses) using potable water may submit alternate watering schedules to the Director of Water Utilities except as otherwise prohibited in this ordinance. Upon his/her written approval acknowledged by the entity in question, these entities may follow the approved schedule rather than the calendar system, and will be held responsible for all the provisions of this article, based on the approved schedule.

STAGE 1 WATER ALERT

Implementation Criteria:
Combined treatment plant pumpage in excess of 49.5 MGD for two (2) consecutive days; or, continually falling water storage facility levels which do not refill above fifty (50) percent overnight; or, depletion of the Ft. Phantom Reservoir to the elevation 1625.9 (ten (10) feet below spillway) if Hubbard Creek Reservoir is at sixty (60) percent capacity or less or 1624.9 (eleven (11) feet below spillway) if Hubbard Creek Reservoir is at greater than sixty (60) percent of capacity, or any unforeseen conditions that may occur that cause the City Manager to recommend implementation to the Mayor.

Upon announcement and implementation by the City of Stage 1 Water Alert, the following restrictions shall apply to all persons during Stage 1 Water Alert:

1. Landscape Irrigation

   a. Irrigation by all commercial, industrial, (including agricultural irrigation), and residential customers utilizing individual sprinklers, or sprinkler systems, of lawns, gardens, landscaped areas, trees, shrubs or other plants is prohibited except on a designated day which shall be once every seven (7) days and then only during the hours of 12:00 midnight to 10:00 a.m. and from 6:00 p.m. until 12:00 midnight.

      Provided, however, irrigation of gardens, flowerbeds, trees and shrubs is permitted at any time of day if:

      i. A garden hose is used and is held in the hand during the duration of the irrigation event, or

      ii. A faucet-filled container of five (5) gallons or less is used, or

      iii. A drip irrigation system such as soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto

soil surface or below soil surface without airborne streams or droplets.

Irrigation of LAWNS is permitted at any time on any day if:

i. A garden hose is used and is held in the hand during the duration of the irrigation event, or

ii. A faucet-filled container of five (5) gallons or less is used.

A Drip Irrigation System SHALL NOT be used to irrigate LAWNS except on designated days and at designated times.

b. New lawns that have been seeded (not to include re-seeding or overseeding existing turf), sodded or mulched may be watered daily for eight (8) minutes once during each of the following periods: 11:00 a.m. to 1:00 p.m.; 2:00 p.m. to 4:00 p.m.; 5:00 p.m. to 7:00 p.m.; and at regular intervals between 9:00 p.m. and 10:00 a.m. for a maximum of three (3) weeks. To qualify under this section, new lawns are those installed in conjunction with the construction of a new residence and for a period six (6) months thereafter or the re-tilling of an area equaling at least (50) percent of a new yard.

2. Vehicle Washing

a. It is permissible to wash automobiles, trucks, trailers, boats, and other types of mobile equipment at any time on the immediate premises of a commercial car wash or commercial service station or at any location including a residence by using a five (5) gallon container and/or a hand held hose equipped with a quick shut-off nozzle for quick rinses.

b. If the health, safety and welfare of the public depends upon frequent vehicle cleaning, as determined by the Director of Water Utilities or his/her designee, then washing of vehicles such as emergency vehicles, aircraft, garbage trucks, and vehicles used to transport food and perishables will be allowed.

c. Charity car washes are prohibited.

3. Water may be added to swimming pools to sustain appropriate maintenance levels only on designated irrigation days.

4. Ornamental fountains are allowed if the fountain is equipped with a device for recycling water and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering day.

5. Use of water from fire hydrants shall be limited to firefighting activities or other activities necessary to maintain public health, safety and welfare. By written approval from the Director of Water Utilities, businesses may purchase and draw water from fire hydrants for land development and building construction processes.

6. The following uses of water are defined as "waste of water" and are absolutely prohibited:

a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more

than seventy-five (75) feet from the downgrade of the property line;

b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet.

c. Operating a permanently installed irrigation system with:

   i. A broken sprinkler head;

   ii. A sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or

   iii. A sprinkler head that is misting due to high pressure.

d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health and safety hazards, or to prepare an area for pavement repair or application.

7. Commercial and Industrial Users

   a. Commercial and industrial users of water shall, in addition to complying with other applicable articles in this ordinance, reduce their monthly consumption of water by a minimum of fifteen (15) percent compared to use during the same month of the previous year.

   b. Industrial users may, in order to justify water use, present a conservation plan for approval by the Director of Water Utilities.

   c. Golf courses will submit a conservation plan for approval by the Director of Water Utilities if potable irrigation water is to be used.

STAGE 2 WATER WARNING

Implementation Criteria**:**
Combined treatment plant pumpage in excess of 49.5 MGD for two (2) days; or, continually falling water storage facility levels which do not refill above fifty (50) percent overnight or, depletion of the Ft. Phantom Reservoir to the elevation 1618.9 (seventeen (17) feet below spillway); or, major line breaks, or pump system failure which causes unprecedented loss of capability to provide service, or any unforeseen conditions that may occur that cause the City Manager to recommend implementation to the Mayor.

Upon announcement and implementation by the City of Stage 2 Water Warning, the following restrictions shall apply to all persons during Stage 2 Water Warning:

1. Landscape Irrigation

   a. Irrigation by all commercial, industrial and residential customers utilizing individual sprinklers, or sprinkler systems, of lawns, gardens, landscaped areas, trees, shrubs or other plants is prohibited except on a designated day which shall be once every two (2) weeks and then only during the hours of 12:00 midnight to 10:00 a.m. and from 6:00 p.m. until 12:00 midnight.

Provided, however, irrigation of gardens, flowerbeds, trees and shrubs is permitted at any time of day if:

i. A garden hose is used and is held in the hand during the duration of the irrigation event, or

ii. A faucet-filled container of five (5) gallons or less is used, or

iii. A drip irrigation system such as soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto soil surface or below soil surface without airborne streams or droplets.

Irrigation of lawns is permitted at any time on any day if:

i. A garden hose is used and is held in the hand during the duration of the irrigation event, or

ii. A faucet-filled container of five (5) gallons or less is used.

A Drip Irrigation System shall not be used to irrigate LAWNS except on designated days and at designated times.

b. New lawns may be watered daily for eight minutes once during each of the following periods: 11:00 a.m. to 1:00 p.m.; 2:00 p.m. to 4:00 p.m.; 5:00 p.m. to 7:00 p.m.; and at regular intervals between 9:00 p.m. and 10:00 a.m. for a maximum of three (3) weeks. To qualify under this section, new lawns are those installed in conjunction with the construction of a new residence and for a period of six (6) months thereafter. Retilling or any replanting or reseeding of existing lawns shall NOT qualify for new lawn status in this section.

2. Vehicle Washing

a. It is permissible to wash automobiles, trucks, trailers, boats, and other types of mobile equipment at any time on the immediate premises of a commercial car wash or commercial service station or at any location including a residence by using a five (5) gallon container and/or a hand held hose equipped with a quick shut-off nozzle for quick rinses.

b. If the health, safety and welfare of the public depends upon frequent vehicle cleaning, as determined by the Director of Water Utilities or his/her designee, then washing of vehicles such as emergency vehicles, aircraft, garbage trucks, and vehicles used to transport food and perishables will be allowed.

c. Charity car washes are prohibited.

3. Water may be added to swimming pools to sustain appropriate maintenance levels weekly, on the customer's regularly designated irrigation day.

4. Ornamental fountains are allowed if the fountain is equipped with a device for recycling water

and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering day.

5. Use of water from fire hydrants shall be limited to firefighting activities or other activities necessary to maintain public health, safety and welfare. By written approval from the Director of Water Utilities, businesses may purchase and draw water from fire hydrants for land development and building construction processes.

6. The following uses of water are defined as "waste of water" and are absolutely prohibited:

   a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;

   b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;

   c. Operating a permanently installed irrigation system with:

      i. A broken sprinkler head;

      ii. A sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or

      iii. A sprinkler head that is misting due to high pressure.

   d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health or safety hazards, or to prepare an area for pavement repair or application.

7. Commercial and Industrial Users

   a. Commercial and industrial users of water shall continue to maintain at least a fifteen (15) percent monthly reduction of water use compared to use during the same month of the previous year.

      Individual allotments may be adjusted by the Director based on historical water usage conservation practices of customer. The other restrictions of Stage 2 still apply to commercial and industrial users.

   b. Industrial users may present a conservation plan for approval by the Director of Water Utilities.

   c. Golf courses using potable water will reduce consumption by thirty (30) percent of contracted amount.

STAGE 3 WATER EMERGENCY

Implementation Criteria:
Combined treatment plant pumpage in excess of 30 MGD for three (3) days and depletion of the Ft. Phantom Reservoir to the elevation 1614.9 (twenty-one (21) feet below spillway); or major line

breaks, or pump system failure which causes unprecedented loss of capability to provide service, or any unforeseen conditions that may occur that cause the City Manager to recommend implementation to the Mayor.

Upon announcement and implementation by the City of Stage 3 Water Emergency, the following restrictions shall apply to all persons during Stage 3 Water Emergency:

1. Landscape Irrigation

   Irrigation of gardens, flowerbeds, trees and shrubs (Not Lawns) by all commercial, industrial, and residential customers is permitted at any time on any day only if:

   a. A garden hose is used and is held in the hand during the duration of the irrigation event, or

   b. A faucet-filled container of five (5) gallons or less is used, or

   c. A drip irrigation system such as soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto soil surface or below soil surface without airborne streams or droplets.

   Watering of Lawns is prohibited at any time. No new lawns may be installed.

2. Vehicle Washing

   a. It is permissible to wash automobiles, trucks, trailers, boats, and other types of mobile equipment at any time on the immediate premises of a commercial car wash or commercial service station.

   b. If the health, safety and welfare of the public depends upon frequent vehicle cleaning, as determined by the Director of Water Utilities or his/her designee, then washing of vehicles such as emergency vehicles, aircraft, garbage trucks, and vehicles used to transport food and perishables will be allowed.

   c. Charity car washes are prohibited.

3. Water may be added to swimming pools to sustain appropriate maintenance levels weekly, on the customer's regularly designated irrigation days. New construction of swimming pools is prohibited.

4. Ornamental fountains are allowed if the fountain is equipped with a device for recycling water and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering day. New construction of ornamental fountains is prohibited.

5. Use of water from fire hydrants shall be limited to fire-fighting activities or other activities necessary to maintain public health, safety and welfare. By written approval from the Director of Water Utilities, businesses may purchase and draw water from fire hydrants for land development and building construction processes.

6. The following uses of water are defined as "waste of water" and are absolutely prohibited:

   a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;

   b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;

   c. Operating a permanently installed irrigation system with:

      i. A broken sprinkler head;

      ii. A sprinkler head that is spraying over a street or a parking lot because it is out of adjustment; or

      iii. A sprinkler head that is misting due to high pressure

   d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health or safety hazards, or to prepare an area for pavement repair or application.

7. Commercial and Industrial Users

   a. Commercial and industrial users of water shall continue to maintain at least a fifteen (15) percent monthly reduction of water use compared to use during the same month of the previous year.

      A surcharge rate will be assessed for any water consumption that does not comply with the required reductions. The surcharge in addition to regular charges is as follows:

	First Occurence	Subsequent Occurrence(s)
First 5,000 gallons over allowed amount per 1,000 gallons	$5.00	$10.00
Next 5,000 gallons per 1,000 gallons	10.00	20.00
For higher usage per 1,000 gallons	20.00	30.00

      Additionally, if a customer uses more than the allowed amount more than once at any time during Stage 3, the customer's water may be turned off and there will be a $250.00 re-connect fee, in addition to the listed fees.

      Individual allotments may be adjusted by the Director of Water Utilities based on historical water usage conservation practices of customer. The other restrictions of Stage 3 still apply to commercial and industrial users.

   b. Industrial users may present a conservation plan for approval by the Director of Water Utilities.

c. Each golf course using potable water will reduce consumption by fifty (50) percent of contracted amount.

STAGE 4 WATER CRISIS

Implementation Criteria:
Loss of capability to provide water service or contamination of supply source, or any unforeseen/unexpected conditions that may occur that cause the City Manager to recommend implementation to the Mayor.

Upon announcement and implementation by the City of Stage 4 Water Crisis, the following restrictions shall apply to all persons during Stage 4 Water Crisis:

1. All outdoor irrigation of vegetation including lawns, using potable water is prohibited.

2. Only washing of mobile equipment in the critical interest of the public health or safety shall be allowed.

3. The filling, refilling or adding of water to swimming and/or wading pools is prohibited. The construction of new swimming pools is prohibited.

4. The operation of any ornamental fountain or similar structure is prohibited. The construction of new ornamental fountains is prohibited.

5. Use of water from fire hydrants shall be limited to fire fighting and related activities or other activities necessary to maintain public health, safety and welfare. Water for domestic use only may be purchased from the bulk loading station.

6. The following uses of water are defined as "waste of water" and are absolutely prohibited:

    a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;

    b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;

    c. Operating a permanently installed irrigation system with:

        i. A broken sprinkler head;

        ii. A sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or

        iii. A sprinkler head that is misting due to high pressure.

    d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health or safety hazards.

7. Commercial and Industrial Users

a. Commercial and industrial users of water (for other than drinking water and rest rooms) shall continue to maintain at least a 15 percent reduction of water use compared to use during the same month of the previous year.

A surcharge rate will be assessed for any water consumption that does not comply with the required reductions. The surcharge in addition to regular charges is as follows:

	First Occurrence	Subsequent Occurrence(s)
First 5,000 gallons over allowed amount per 1,000 gallons	$10.00	$20.00
Next 5,000 gallons, per 1,000 gallons	$20.00	$40.00
For higher usage, per 1,000 gallons	$30.00	$60.00

Additionally, if a customer uses more than the allowed amount more than once at any time during Stage 4, then after each such overuse these surcharges will be added and the customer's water may be turned off and there will be a $500.00 re-connect fee, in addition to the listed fees.

Individual allotments may be adjusted by the Director of Water Utilities based on historical water usage and conservation practices of the customer. The other restrictions of Stage 4 still apply to commercial and industrial users.

b. Water used for industrial purposes not in the immediate interest of the public health, safety and welfare will be curtailed to the extent necessary to effectuate the needs and purposes of this plan.

EXHIBIT A (REDLINE)

CHAPTER 32 UTILITIES

ARTICLE VI. WATER CONSERVATION PLAN

DIVISION 1 GENERALLY

Sec. 32-141. Authorization

The Mayor, Mayor Pro Tempore, or the City Manager, if so designated, is hereby authorized, consistent with the Charter of the City of Abilene, Sections 21 and 22, to exercise those powers considered to be reasonable or necessary for the protection of persons or property in assessing the current state of our water supply and directing the City Manager to implement or terminate any stage, phase, or portion of the Water Conservation Plan. In the event that the triggering criteria specified in Section 32-145 of the Plan have been met for Stage 3-Water Emergency, or Stage 4- Water Crisis water shortage conditions, the City Manager is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code §11.039. Implementation and termination of any stage may occur, but is not mandated to occur, when conditions warrant.

Sec. 32-142. Application

The provisions of this Plan shall apply to persons, customers, and property utilizing the Abilene Water Utility System wherever situated, including customers such as water supply corporations, and any others that receive water from the City of Abilene on a contract basis. The City shall include a provision in every wholesale water contract entered into or renewed after adoption of this ~~p~~Plan, including contract extensions, that in case of ~~If a~~ shortage of water in the City's water supply ~~occurs~~, the water to be distributed shall be divided by the City in accordance with Texas Water Code §11.039 among all users pro rata, according to the amount each may be entitled to, so that preference is given to no one and everyone suffers alike.

The City of Abilene utilizes a variety of alternative water sources including an extensive nonpotable reuse program, and an indirect potable water reuse system. The City encourages its customers to utilize alternative water sources during periods of water shortage. These water use restrictions do not apply to the ~~use~~ utilization of alternative water sources including nonpotable water and ~~from~~ groundwater (well water). Customers using water from private groundwater wells on days other than those designated in this plan, or those watering from private groundwater wells during the hours of 10:00 a.m. and 6:00 p.m., must post a sign stating "WELL WATER." The sign must be properly sized and posted so it is visible from the street. The city strongly encourages the use of alternative water sources from groundwater for landscape purposes.

These water use restrictions do apply to those persons without a reclaimed water contract who divert raw surface water from Lake Kirby or Lake Fort Phantom Hill for landscape irrigation. Whenever the term or reference to water, or potable water or similar and like words are used in this "water conservation plan," it shall be understood to include the use of raw surface water from Lake Kirby and Lake Fort Phantom Hill for landscape irrigation.

These water use restrictions do apply to the time for the use of treated wastewater (reclaimed water) for landscape irrigation. Use of reclaimed water or raw water under a reclaimed water contract for landscape irrigation is only allowed during the hours of 12:00 midnight to 10:00 a.m., and from 6:00 p.m. until 12:00

midnight. All other uses of reclaimed water shall be in accordance with Title 30 Texas Administrative Code, chapter 210 and the City of Abilene's Authorization No. R10334-004, as amended.

Sec. 32-143. Regional Water Planning Groups~~;~~ and Public Involvement and Education

~~(a)~~ Sec. 32-143.1 Coordination with Regional Planning Groups

The service area of the City of Abilene is currently located within the Brazos G Regional Water Planning Area. The City of Abilene will cooperate and provide information regarding the Plan as needed to all Regional planning area groups.

~~(b)~~ Sec. 32-143.2 Public Involvement

The adoption of this Plan and any amendments will provide for public input at a public hearing held in conjunction with one of the readings of said ordinance enacting the Plan or amendments thereto.

~~(c)~~ Sec. 32-143.3 Public Education of Action on Water Conservation Stages

In conjunction with Section 32-141, ~~T~~the ~~procedure for the~~ initiation and termination of any drought response stage (Water Conservation Stage) ~~initial implementation of the plan and any subsequent stage~~ shall be ~~made public via announcement~~announced to the public and wholesale customers at a media conference, and shall become effective immediately upon such announcement. In addition to public announcements of initiation and termination of a Water Conservation Stage and Year ~~round~~ Round ~~water~~ Water ~~use~~ Use ~~management~~ Management information, continuing public education and information regarding the Plan ~~and any subsequent water conservation stages~~ shall be publicized via posting on the City's website~~and shall become effective immediately upon such announcement. All implementation and termination of water conservation stages shall likewise occur via media conference~~.

DIVISION 2 WATER CONSERVATION PLAN PROCEDURES

Sec. 32- 145. Water Conservation Stages

WATERING DAYS

1. During Water Conservation Stages, a customer's watering day is determined by the last digit of the house number or property address. Multi-unit properties will use the lowest address number. Customers on rural routes will use the last number of their post office box number or their route number if they do not have a post office box number. Customers at Ft. Phantom Lake will use the last number of their lake lot. Customers in trailer parks will use the last number of their lot number.

If a residential customer's last number is:	Customer's watering day is:
7 or 8	Sunday
9	Monday
0	Tuesday
1	Wednesday
2	Thursday
3 or 4	Friday
5 or 6	Saturday

For example: If an address is 555 Walnut Street, the last number is five (5) and the watering day is Saturday.

For purposes of this section only, residential usage includes single-family residences, multifamily residences and apartment complexes. Non-residential customers shall follow the above schedule with the exception of the following changes:

7 or 8	Wednesday
5 or 6	Tuesday

2. Bi-weekly watering as prescribed in Stage 2 will occur according to location in East or West sides of the City, bounded on the north side of the City by Grape St. and then Pine St. to the north City Limits (north of Grape St.) and on the south side of the City by Sayles Blvd. to Buffalo Gap Road and then Buffalo Gap Road to the south City Limits.

3. Entities with large, open spaces (e.g., schools, universities, city parks, golf courses) using potable water may submit alternate watering schedules to the Director of Water Utilities except as otherwise prohibited in this ordinance. Upon his/her written approval acknowledged by the entity in question, these entities may follow the approved schedule rather than the calendar system, and will be held responsible for all the provisions of this article, based on the approved schedule.

STAGE 1 WATER ALERT

Implementation Criteria:
Combined treatment plant pumpage in excess of 49.5 MGD for two (2) consecutive days; or, continually falling water storage facility levels which do not refill above fifty (50) percent overnight; or, depletion of the Ft. Phantom Reservoir to the elevation 1625.9 (ten (10) feet below spillway) if Hubbard Creek Reservoir is at sixty (60) percent capacity or less or 1624.9 (eleven (11) feet below spillway) if Hubbard Creek Reservoir is at greater than sixty (60) percent of capacity, or any unforeseen conditions that may occur that cause the City Manager to recommend implementation to the Mayor.

Upon announcement and implementation by the City of Stage 1 Water Alert, the following restrictions shall apply to all persons during Stage 1 Water Alert:

1. Landscape Irrigation

   a. Irrigation by all commercial, industrial, (including agricultural irrigation), and residential customers utilizing individual sprinklers, or sprinkler systems, of lawns, gardens, landscaped areas, trees, shrubs or other plants is prohibited except on a designated day which shall be once every seven (7) days and then only during the hours of 12:00 midnight to 10:00 a.m. and from 6:00 p.m. until 12:00 midnight.

      Provided, however, irrigation of gardens, flowerbeds, trees and shrubs is permitted at any time of day if:

      i. A garden hose is used and is held in the hand during the duration of the irrigation event, or

ii. A faucet-filled container of five (5) gallons or less is used, or

iii. A drip irrigation system such as soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto soil surface or below soil surface without airborne streams or droplets.

Irrigation of LAWNS is permitted at any time on any day if:

i. A garden hose is used and is held in the hand during the duration of the irrigation event, or

ii. A faucet-filled container of five (5) gallons or less is used.

A Drip Irrigation System SHALL NOT be used to irrigate LAWNS except on designated days and at designated times.

b. New lawns that have been seeded (not to include re-seeding or overseeding existing turf), sodded or mulched may be watered daily for eight (8) minutes once during each of the following periods: 11:00 a.m. to 1:00 p.m.; 2:00 p.m. to 4:00 p.m.; 5:00 p.m. to 7:00 p.m.; and at regular intervals between 9:00 p.m. and 10:00 a.m. for a maximum of three (3) weeks. To qualify under this section, new lawns are those installed in conjunction with the construction of a new residence and for a period six (6) months thereafter or the re-tilling of an area equaling at least (50) percent of a new yard.

2. Vehicle Washing

a. It is permissible to wash automobiles, trucks, trailers, boats, and other types of mobile equipment at any time on the immediate premises of a commercial car wash or commercial service station or at any location including a residence by using a five (5) gallon container and/or a hand held hose equipped with a quick shut-off nozzle for quick rinses.

b. If the health, safety and welfare of the public depends upon frequent vehicle cleaning, as determined by the Director of Water Utilities or his/her designee, then washing of vehicles such as emergency vehicles, aircraft, garbage trucks, and vehicles used to transport food and perishables will be allowed.

c. Charity car washes are prohibited.

3. Water may be added to swimming pools to sustain appropriate maintenance levels only on designated irrigation days.

4. Ornamental fountains are allowed if the fountain is equipped with a device for recycling water and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering day.

5. Use of water from fire hydrants shall be limited to firefighting activities or other activities

necessary to maintain public health, safety and welfare. By written approval from the Director of Water Utilities, businesses may purchase and draw water from fire hydrants for land development and building construction processes.

6. The following uses of water are defined as "waste of water" and are absolutely prohibited:

    a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;

    b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet.

    c. Operating a permanently installed irrigation system with:

        i. A broken sprinkler head;

        ii. A sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or

        iii. A sprinkler head that is misting due to high pressure.

    d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health and safety hazards, or to prepare an area for pavement repair or application.

7. Commercial and Industrial Users

    a. Commercial and industrial users of water shall, in addition to complying with other applicable articles in this ordinance, reduce their monthly consumption of water by a minimum of fifteen (15) percent compared to use during the same month of the previous year.

    b. Industrial users may, in order to justify water use, present a conservation plan for approval by the Director of Water Utilities.

    c. Golf courses will submit a conservation plan for approval by the Director of Water Utilities if potable irrigation water is to be used.

STAGE 2 WATER WARNING

Implementation Criteria**:**
Combined treatment plant pumpage in excess of 49.5 MGD for two (2) days; or, continually falling water storage facility levels which do not refill above fifty (50) percent overnight or, depletion of the Ft. Phantom Reservoir to the elevation 1618.9 (seventeen (17) feet below spillway); or, major line breaks, or pump system failure which causes unprecedented loss of capability to provide service, or any unforeseen conditions that may occur that cause the City Manager to recommend implementation to the Mayor.

Upon announcement and implementation by the City of Stage 2 Water Warning, the following restrictions shall apply to all persons during Stage 2 Water Warning:

1. Landscape Irrigation

   a. Irrigation by all commercial, industrial and residential customers utilizing individual sprinklers, or sprinkler systems, of lawns, gardens, landscaped areas, trees, shrubs or other plants is prohibited except on a designated day which shall be once every two (2) weeks and then only during the hours of 12:00 midnight to 10:00 a.m. and from 6:00 p.m. until 12:00 midnight.

      Provided, however, irrigation of gardens, flowerbeds, trees and shrubs is permitted at any time of day if:

      i. A garden hose is used and is held in the hand during the duration of the irrigation event, or

      ii. A faucet-filled container of five (5) gallons or less is used, or

      iii. A drip irrigation system such as soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto soil surface or below soil surface without airborne streams or droplets.

      Irrigation of lawns is permitted at any time on any day if:

      i. A garden hose is used and is held in the hand during the duration of the irrigation event, or

      ii. A faucet-filled container of five (5) gallons or less is used.

         A Drip Irrigation System shall not be used to irrigate LAWNS except on designated days and at designated times.

   b. New lawns may be watered daily for eight minutes once during each of the following periods: 11:00 a.m. to 1:00 p.m.; 2:00 p.m. to 4:00 p.m.; 5:00 p.m. to 7:00 p.m.; and at regular intervals between 9:00 p.m. and 10:00 a.m. for a maximum of three (3) weeks. To qualify under this section, new lawns are those installed in conjunction with the construction of a new residence and for a period of six (6) months thereafter. Retilling or any replanting or reseeding of existing lawns shall NOT qualify for new lawn status in this section.

2. Vehicle Washing

   a. It is permissible to wash automobiles, trucks, trailers, boats, and other types of mobile equipment at any time on the immediate premises of a commercial car wash or commercial service station or at any location including a residence by using a five (5) gallon container and/or a hand held hose equipped with a quick shut-off nozzle for quick rinses.

   b. If the health, safety and welfare of the public depends upon frequent vehicle cleaning, as determined by the Director of Water Utilities or his/her designee, then washing of vehicles

such as emergency vehicles, aircraft, garbage trucks, and vehicles used to transport food and perishables will be allowed.

c. Charity car washes are prohibited.

3. Water may be added to swimming pools to sustain appropriate maintenance levels weekly, on the customer's regularly designated irrigation day.

4. Ornamental fountains are allowed if the fountain is equipped with a device for recycling water and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering day.

5. Use of water from fire hydrants shall be limited to firefighting activities or other activities necessary to maintain public health, safety and welfare. By written approval from the Director of Water Utilities, businesses may purchase and draw water from fire hydrants for land development and building construction processes.

6. The following uses of water are defined as "waste of water" and are absolutely prohibited:

   a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;

   b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;

   c. Operating a permanently installed irrigation system with:

      i. A broken sprinkler head;

      ii. A sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or

      iii. A sprinkler head that is misting due to high pressure.

   d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health or safety hazards, or to prepare an area for pavement repair or application.

7. Commercial and Industrial Users

   a. Commercial and industrial users of water shall continue to maintain at least a fifteen (15) percent monthly reduction of water use compared to use during the same month of the previous year.

      Individual allotments may be adjusted by the Director based on historical water usage conservation practices of customer. The other restrictions of Stage 2 still apply to commercial and industrial users.

b. Industrial users may present a conservation plan for approval by the Director of Water Utilities.

c. Golf courses using potable water will reduce consumption by thirty (30) percent of contracted amount.

STAGE 3 WATER EMERGENCY

Implementation Criteria:
Combined treatment plant pumpage in excess of 30 MGD for three (3) days and depletion of the Ft. Phantom Reservoir to the elevation 1614.9 (twenty-one (21) feet below spillway); or major line breaks, or pump system failure which causes unprecedented loss of capability to provide service, or any unforeseen conditions that may occur that cause the City Manager to recommend implementation to the Mayor.

Upon announcement and implementation by the City of Stage 3 Water Emergency, the following restrictions shall apply to all persons during Stage 3 Water Emergency:

1. Landscape Irrigation

   Irrigation of gardens, flowerbeds, trees and shrubs (Not Lawns) by all commercial, industrial, and residential customers is permitted at any time on any day only if:

   a. A garden hose is used and is held in the hand during the duration of the irrigation event, or

   b. A faucet-filled container of five (5) gallons or less is used, or

   c. A drip irrigation system such as soaker hose, deep root water system, or bubbler is used. For the purpose of this section a drip irrigation system is defined as an irrigation device or system designed to emit water at low volumes and low pressures directly onto soil surface or below soil surface without airborne streams or droplets.

   Watering of Lawns is prohibited at any time. No new lawns may be installed.

2. Vehicle Washing

   a. It is permissible to wash automobiles, trucks, trailers, boats, and other types of mobile equipment at any time on the immediate premises of a commercial car wash or commercial service station.

   b. If the health, safety and welfare of the public depends upon frequent vehicle cleaning, as determined by the Director of Water Utilities or his/her designee, then washing of vehicles such as emergency vehicles, aircraft, garbage trucks, and vehicles used to transport food and perishables will be allowed.

   c. Charity car washes are prohibited.

3. Water may be added to swimming pools to sustain appropriate maintenance levels weekly, on the customer's regularly designated irrigation days. New construction of swimming pools is

prohibited.

4. Ornamental fountains are allowed if the fountain is equipped with a device for recycling water and water may be added to sustain appropriate maintenance levels only on the customer's regularly designated watering day. New construction of ornamental fountains is prohibited.

5. Use of water from fire hydrants shall be limited to fire-fighting activities or other activities necessary to maintain public health, safety and welfare. By written approval from the Director of Water Utilities, businesses may purchase and draw water from fire hydrants for land development and building construction processes.

6. The following uses of water are defined as "waste of water" and are absolutely prohibited:

   a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;

   b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;

   c. Operating a permanently installed irrigation system with:

      i. A broken sprinkler head;

      ii. A sprinkler head that is spraying over a street or a parking lot because it is out of adjustment; or

      iii. A sprinkler head that is misting due to high pressure

   d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health or safety hazards, or to prepare an area for pavement repair or application.

7. Commercial and Industrial Users

   a. Commercial and industrial users of water shall continue to maintain at least a fifteen (15) percent monthly reduction of water use compared to use during the same month of the previous year.

      A surcharge rate will be assessed for any water consumption that does not comply with the required reductions. The surcharge in addition to regular charges is as follows:

	First Occurence	Subsequent Occurrence(s)
First 5,000 gallons over allowed amount per 1,000 gallons	$5.00	$10.00
Next 5,000 gallons per 1,000 gallons	10.00	20.00

For higher usage per 1,000 gallons	20.00	30.00

Additionally, if a customer uses more than the allowed amount more than once at any time during Stage 3, the customer's water may be turned off and there will be a $250.00 re-connect fee, in addition to the listed fees.

Individual allotments may be adjusted by the Director of Water Utilities based on historical water usage conservation practices of customer. The other restrictions of Stage 3 still apply to commercial and industrial users.

b. Industrial users may present a conservation plan for approval by the Director of Water Utilities.

c. Each golf course using potable water will reduce consumption by fifty (50) percent of contracted amount.

STAGE 4 WATER CRISIS

Implementation Criteria:
Loss of capability to provide water service or contamination of supply source, or any unforeseen/unexpected conditions that may occur that cause the City Manager to recommend implementation to the Mayor.

Upon announcement and implementation by the City of Stage 4 Water Crisis, the following restrictions shall apply to all persons during Stage 4 Water Crisis:

1. All outdoor irrigation of vegetation including lawns, using potable water is prohibited.

2. Only washing of mobile equipment in the critical interest of the public health or safety shall be allowed.

3. The filling, refilling or adding of water to swimming and/or wading pools is prohibited. The construction of new swimming pools is prohibited.

4. The operation of any ornamental fountain or similar structure is prohibited. The construction of new ornamental fountains is prohibited.

5. Use of water from fire hydrants shall be limited to fire fighting and related activities or other activities necessary to maintain public health, safety and welfare. Water for domestic use only may be purchased from the bulk loading station.

6. The following uses of water are defined as "waste of water" and are absolutely prohibited:

   a. Allowing water to run off a property through the street, gutter, ditch, alley, or drain for more than seventy-five (75) feet from the downgrade of the property line;

   b. Failure to repair a controllable leak; including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;

c. Operating a permanently installed irrigation system with:

   i. A broken sprinkler head;

   ii. A sprinkler head that is spraying over a street or parking lot because it is out of adjustment; or

   iii. A sprinkler head that is misting due to high pressure.

d. Washing sidewalks, driveways, parking areas, tennis courts, patios or other paved areas, except to alleviate immediate fire, health or safety hazards.

7. Commercial and Industrial Users

a. Commercial and industrial users of water (for other than drinking water and rest rooms) shall continue to maintain at least a 15 percent reduction of water use compared to use during the same month of the previous year.

A surcharge rate will be assessed for any water consumption that does not comply with the required reductions. The surcharge in addition to regular charges is as follows:

	First Occurrence	Subsequent Occurrence(s)
First 5,000 gallons over allowed amount per 1,000 gallons	$10.00	$20.00
Next 5,000 gallons, per 1,000 gallons	$20.00	$40.00
For higher usage, per 1,000 gallons	$30.00	$60.00

Additionally, if a customer uses more than the allowed amount more than once at any time during Stage 4, then after each such overuse these surcharges will be added and the customer's water may be turned off and there will be a $500.00 re-connect fee, in addition to the listed fees.

Individual allotments may be adjusted by the Director of Water Utilities based on historical water usage and conservation practices of the customer. The other restrictions of Stage 4 still apply to commercial and industrial users.

b. Water used for industrial purposes not in the immediate interest of the public health, safety and welfare will be curtailed to the extent necessary to effectuate the needs and purposes of this plan.

WATER CONSERVATION PLAN

Requirements for drought contingency planning are found in 30 Texas Administrative Code (TAC) Chapter 288, Subchapter B. These regulations mandate that public water systems implement drought contingency planning, and submit a drought contingency plan (DCP) on five-year intervals to the Texas Commission on Environmental Quality (TCEQ) for review and approval. The City's DCP is a part of the City's Water Conservation Plan, and was last modified in October 2014. In its most recent review of the City's DCP in 2019, the TCEQ requested the City modify language in its DCP to incorporate additional description in specific areas of the DCP.

Drought planning serves to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire prevention. Drought planning is also intended to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions. The City's DCP serves to minimize or eliminate water uses and water use frequency considered non-essential during times of water shortage or other emergency water supply conditions. Defined activities that constitute a waste of water subjects the offender(s) to penalties established in the DCP. The DCP applies to persons, customers, and properties utilizing the City's Water System wherever situated, including wholesale customers, and others that receive water from the City on a contract basis. The DCP provides that if a shortage of water in the City's water supply occurs, the water to be distributed will be divided among all users pro rata, according to the amount each may be entitled to, so that preference is not given to one user or user group. The City's DCP does not apply to the use of alternative water sources, including non-potable water and private well water.

The City's DCP describes four water conservation stages in order of severity including:

- Stage 1 Water Alert,
- Stage 2 Water Warning,
- Stage 3 Water Emergency, and
- Stage 4 Water Crisis.

Consistent with TCEQ rules, the City's DCP describes enforcement procedures including assessment of fines, procedures for making payment of assessed fines, penalties for subsequent violations, and procedures for granting variances to the conditions of the DCP. The City's DCP also includes target water use reduction goals in each stage of drought contingency response as described in the TAC.

In its most recent review of the City's DCP in 2019, the TCEQ requested that the City modify the language in its DCP to incorporate additional description in the following areas, which are provided for City Council review/action:

- A description of the pro rata curtailment of water deliveries to or diversions by wholesale water customers as provided in Texas Water Code, §11.039. (Changes made in 32-141 and 32-145.)

- A description of the requirement in every wholesale contract, including contract extensions, entered into after adoption of the DCP that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, §11.039. (Changes made in 32-142.)
- A description of alternative water sources used by the City. (Changes made in 32-142.)
- A description of the procedures used for the initiation and termination of drought response measures. (Changes made in 32-141 and 32-143.3.)

<u>Ordinance (Final Reading):</u> Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance amending Chapter 32 "Utilities", Article VI "Water Conservation Plan", of the Abilene Municipal Code by amending Section 32-141, Section 32-142, Section 32-143, and Section 32-145, as set out below, providing for a severability clause, and declaring a penalty.

CITY OF ABILENE TEXAS

Water Conservation Plan

- Texas Administrative Code Title 30, Chapter 288 describes the minimum elements for Water Conservation Plans (WCP) and Drought Contingency Plans (DCP).
- The WCP and the DCP must be reviewed and updated to coincide with the regional water planning group.
- The latest 5-year update to the WCP and DCP was completed and submitted to the Texas Commission on Environmental Quality (TCEQ) by May 1st, 2019.
- These recommended ordinance amendments are required for compliance with the minimum elements of Chapter 288 and for the subsequent approval of the updated plans by the TCEQ.

Water Conservation Plan

- **Sec. 32.141. Authorization**: Modify the section to clarify that during Stage 3 and Stage 4 water shortage conditions the City Manager is authorized to initiate allocation of water supplies on a pro rata basis in accordance with the Texas Water Code subsection 11.039.

  Sec. 32.142. Application: Modify the section requiring that the City shall include a provision in every new or renewed wholesale Water Supply Contract that in case of shortage of the City's water supply the water to be distributed shall be divided pro rata according to the amount each may be entitled to, without preference, and everyone suffers alike.

  Modify the section to encourage Abilene's customers to utilize alternative water sources including nonpotable water during periods of water shortage.

  Sec 32-143 Regional Water Planning Groups; Public Involvement and Education. Modifying the section establishing the procedure for the initiation and termination of any drought response stage shall be an announcement to the public and wholesale customers at a media conference.

  Section 32-145 Water Conservation Stages. Minor edits applicable to each of Stage 1 through Stage 4 clearly tying the underlying restrictions to the respective Stage.

Ordinance (Final Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on an Ordinance amending Chapter 32 "Utilities", Article VI "Water Conservation Plan", of the Abilene Municipal Code by amending Section 32-141, Section 32-142, Section 32 -143, and Section 32-145, as set out below, providing for a severability clause, and declaring a penalty.

QUESTIONS?

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

TO: **Honorable Mayor and City Council Members**

FROM: **Shawna Atkinson, City Secretary**

SUBJECT: **20.**

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)*

- **Betty Hardwick Center Board**
- **Landmarks Commission**
- **Tax Increment Reinvestment Zone Board (TIRZ)**

GENERAL INFORMATION

The item provides for reappointment of new members as well as new 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 23rd day of July, 2020.

ATTEST:

_____
Shawna Atkinson, City Secretary

_____
Anthony Williams, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

RESOLUTION NO. _____
EXHIBIT "A"

Board	Term End Date
Betty Hardwick Center Board of Trustees	
Priscilla Rayford [Reappointment]	August 2022
Landmarks Commission	
Josh Black [New] [Abilene Preservation League]	November 2023
Tax Increment Reinvestment Zone (TIRZ) Board	August 2022
Charles Black [Reappointment]	August 2022
Sam Vinson [Reappointment]	August 2022
Petty Hunter [Reappointment]	August 2022
Stormy Higgins [Reappointment]	August 2022
Ben Grant [Reappointment]	August 2022

Resolution:

Appointing Member(s) to various Boards and Commissions per the City Charter

- Betty Hardwick Center Board
- Landmarks Commission
- Tax Increment Reinvestment Zone Board (TIRZ)

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

TO: **Honorable Mayor and City Council Members**

FROM: **Robert Hanna, City Manager**

SUBJECT: **21. Emergency Resolution: Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Modifying and Extending the Declaration of Local Disaster Issued June 25, 2020** ***(Robert Hanna)***

GENERAL INFORMATION

On June 25, 2020, the City Council adopted a Further Modification and Extension of Declaration of Local Disaster due to the COVID-19 pandemic. That extension lasts through July 23, 2020.

On June 26, 2020, the Governor of the State of Texas issued his Executive Order GA-28, relating to the targeted response to the COVID-19 disaster as part of the reopening of Texas, and which is effective state-wide until modified, amended, rescinded, or superseded by the Governor.

On July 2, 2020, the Governor of the State of Texas issued a Proclamation amending his Executive Order GA-28, relating to mass gatherings in Texas during the disaster posed by the novel coronavirus.

Also on July 2, 2020, the Governor of the State of Texas issued his Executive Order GA-29, relating to the use of face coverings during the COVID-19 disaster.

SPECIAL CONSIDERATIONS

The Governor's Executive Orders GA-28 and GA-29 supersede any conflicting order issued by local officials in response to the COVID-19 disaster. This includes Mayors and City Councils.

A local order may not restrict essential services or reopened services allowed by the Governor's orders. A local order may not allow gatherings prohibited by the Governor's orders. A local order may not expand the list of essential services or the list or scope of reopened services as set forth in the Governor's orders.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

1. 8th Resolution Extending Declaration of Local Disaster COVID-19 clean draft
2. 8th Resolution Extending Declaration of Local Disaster COVID-19 redline draft
3. GA-28
4. DISASTER-proclamation-amending-GA-28-mass-gatherings-IMAGE-07-02-2020
5. EO-GA-29-use-of-face-coverings-during-COVID-19-IMAGE-07-02-2020
6. Disaster Declaration PPT (1)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL, CITY OF ABILENE, TEXAS, FURTHER MODIFYING ITS EXTENSION OF DECLARATION OF DISASTER ISSUED ON JUNE 25, 2020.

WHEREAS, on March 16, 2020, the Mayor of the City of Abilene, by proclamation, issued a Declaration of Local Disaster; and

WHEREAS, on March 23, 2020, the City Council issued its Resolution Renewing and Continuing the Mayor's Declaration of Disaster Issued on March 16, 2020, which prohibited the social gathering of more than 10 persons; and

WHEREAS, on March 30, 2020, the City Council issued its Resolution Modifying its Extension of Declaration of Disaster, which created a limited shelter in place through 11:59 p.m., April 14, 2020; and

WHEREAS, on April 13, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which continued the limited shelter in place through 11:59 p.m., April 30, 2020; and

WHEREAS, on April 30, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-18; and

WHEREAS, on May 15, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-21; and

WHEREAS, on June 1, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-23, which was effective until June 25, 2020; and

WHEREAS, on June 25, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-26, which was effective until July 23, 2020; and

WHEREAS, on June 26, 2020, the Governor of the State of Texas issued his Executive Order GA-28, effective until it is modified, amended, rescinded, or superseded by the Governor, and which was a targeted response to the COVID-19 disaster as part of the reopening of Texas; and

WHEREAS, on July 2, 2020, the Governor of the State of Texas issued a Proclamation which amended his Executive Order GA-28 relating to mass gatherings in Texas during the disaster posed by the novel coronavirus; and

WHEREAS, on July 2, 2020, the Governor of the State of Texas issued his Executive Order GA-29, effective until it is modified, amended, rescinded, or superseded by the Governor, and which related to the use of face coverings during the COVID-19 disaster; and

WHEREAS, because of the continuing risk of the rapid spread of the COVID-19 virus, the need to protect the most vulnerable members of the community, the intent to ensure that the maximum number of people self-isolate in their places of residence to the maximum extent feasible, while enabling essential services and commerce to continue, and the desire to slow the spread of COVID-19 to maximum extent possible, this Order is required; and

WHEREAS, this Order is issued based on evidence of increasing occurrence of COVID-19 within the City of Abilene and Taylor County, scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically; and

WHEREAS, the City Council has determined that extraordinary and immediate measures must continue to be taken to respond quickly to prevent and slow down community spread of COVID-19 in the City of Abilene; and

WHEREAS, the City Council finds that it is in the public interest to authorize additional authority as described herein pursuant to the Texas Disaster Act of 1975, as amended, Texas Government Code, and provide rules to protect the health of persons in the City of Abilene, pursuant to the Texas Government Code and Texas Health and Safety Code.

NOW THEREFORE, IT IS HEREBY RESOLVED AND DECLARED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

1. The foregoing recitals as incorporated herein and made findings of fact.

2. That the City Council, effective immediately, hereby renews and continues the local state of disaster for the City of Abilene, Texas, pursuant to Section 418.108(b) of the Texas Government Code.

3. Pursuant to Section 418.108(c) of the Government Code, this renewal and continuation of the declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

4. Pursuant to Section 418.108(d) of the Government Code, this renewal and continuation of the declaration of a local state of disaster continues activation of the emergency management plan for the City of Abilene. The furnishing of aid and assistance under the declaration is hereby authorized. The appropriate preparedness and response aspects of the plan are continued.

5. The use of all available resources of the City of Abilene that are reasonably necessary to cope with this disaster are hereby authorized.

6. To the extent permitted by law, any local ordinance or administrative rule prescribing the procedures for conduct of City business or any local ordinance or administrative rule that would in any way prevent, hinder, or delay necessary action in coping with this disaster, including any local ordinance or administrative rule regarding contracting or procurement with would impede the City's emergency response necessary to cope with this declared disaster, are hereby suspended, but only for the duration of this declared local disaster and only for that limited purpose.

7. Pursuant to Section 418.108(g) of the Government Code, the City of Abilene may control ingress to and egress from a disaster area within the incorporated limits of the City of Abilene and control the movement of persons and the occupancy of premises in that area.

8. Pursuant to Section 122.006 of the Texas Health and Safety Code, the City of Abilene may adopt rules to protect the health of persons in the municipality, including quarantine rules to protect the residents against communicable disease.

9. The intent of this Order is to protect the physical health and well-being of City of Abilene residents, to protect the financial health and well-being of City of Abilene residents and businesses, and to slow the spread of COVID-19 to the maximum extent possible while safeguarding the Constitutional liberties of City of Abilene residents by utilizing the least restrictive means possible and encouraging the highest level of personal responsibility.

   All persons should follow the CDC recommended guidelines to protect themselves from exposure and to protect the public from further community spread.

10. The City of Abilene hereby adopts and incorporates herein Governor Greg Abbott's Executive Order GA-28, as amended, and Executive Order GA-29, the same as if they were copied and set-forth at length herein. The City of Abilene will follow and enforce the conditions and restrictions as set forth in GA-28 and GA-29, and adopts and incorporates any further Proclamations modifying, amending or superseding GA-28 or GA-29 during the term of Abilene's declaration of local disaster.

    The City Manager is authorized without further Council action to enforce these provisions to the fullest extent allowed by law.

11. In the event the Governor of the State of Texas amends or modifies his Executive Order GA-28 or GA-29, this Declaration and Order is automatically amended or modified without further Council action to reflect said amendments or modifications to the Governor's Executive Order. It being the express intent of the City Council and this Declaration and Order to follow the Governor's Executive Order.

12. All public, private and commercial laboratories operating within the City of Abilene and performing COVID-19 testing shall report by 5:00 p.m. each day for the prior 24-hour period to the Abilene-Taylor County Public Health District the following information:

    (a) The number of COVID-19 tests performed;

    (b) The number of positive COVID-19 tests; and

    (c) The patient names and demographic information of positive COVID-19 tests.

    This information will be used solely for public health purposes to monitor the testing conducted in the City of Abilene, and mitigate and contain the spread of COVID-19.

13. That any City ordinance or regulation imposing a time requirement for payment, filing or appealing a decision, may be extended by the Mayor without further confirmation by the City Council.

14. That the Mayor may suspend or modify any other ordinance or regulation of the City of Abilene for a period of not more than seven days from the date of this resolution unless continued or renewed by the City Council.

15. That the City Manager or designee of the City Manager is authorized, without further approval of the City Council, to:

    (a) Make application for local, state and federal assistance as necessary and/or applicable;
    (b) Accept on behalf of the City services, gifts, grants, equipment, supplies, and/or materials whether from private, nonprofit, or governmental sources;
    (c) Enter into Interlocal cooperation agreements or memorandums of understanding with other cities, counties, or jurisdictions to provide for law enforcement assistance or other shared services to assist in this Resolution or the COVID-19 pandemic;
    (d) Contract for expenditures for budgeted items and emergency expenditures in an amount not to exceed $250,000; and
    (e) Defer any fines or fees imposed by the City.

    After cessation of this emergency and state of disaster, the City Manager shall provide the City Council a list of all actions taken under this paragraph.

16. That although not required by law and out of an abundance of caution, the City Manager is authorized to (and any prior acts in response to the COVID-19 pandemic are ratified):

(a) Close, including closure to the public, of any City offices, facilities, or properties, including parks, playgrounds, or playground equipment; and

(b) Provide city services by means other than in-person delivery, such as accepting permit applications online or by mail only, and/or to cease any city service that are not required by state or federal law.

17. That any ordinances, rules, or regulations of the City of Abilene, Texas, that conflict with this Resolution are hereby suspended, such suspension to remain in effect until the state of disaster is terminated or until there is a subsequent Resolution of this Council, whichever occurs first.

18. That pursuant to Section 418.020(d) of the Texas Government Code, the City of Abilene is authorized to:

    (a) Temporarily or permanently acquire by lease, purchase, or other means sites required for installation of temporary housing units or emergency shelters for disaster victims; and

    (b) Enter into arrangements necessary to prepare or equip the site to use the housing units or shelters, including arrangements for the purchase of temporary housing units or shelters and the payment of transportation charges.

19. That failure to comply with any of the provisions of this Order constitutes an imminent threat to public health.

20. Pursuant to Section 418.173, Government Code, failure to comply with this Order is an offense punishable by a fine not to exceed $1,000. Pursuant to the Governor's Executive Order GA-29, failure to wear a face covering as required in GA-29 is punishable by a fine not to exceed $250 for a second violation and each subsequent violation.

21. That any violation of this Resolution, Declaration and Order can be enjoined by the City of Abilene by a suit filed in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this Resolution, Declaration and Order or in the Code of Ordinances, City of Abilene, Texas.

22. That nothing in this Resolution, Declaration and Order shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this Resolution.

23. All provisions of this Resolution, Declaration and Order should be interpreted to effectuate its intent.

24. That this Declaration and Order is effective immediately and continues until 11:59 p.m. August 27, 2020 unless otherwise modified, terminated or extended.

25. That the terms and provisions of this Resolution, Declaration and Order shall be deemed to be severable and that if any section, subsection, sentence, clause, phrase or word herein shall be declared to be invalid or unconstitutional, the same shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word herein, and the remainder of this Resolution, Declaration and Order shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

ADOPTED this 23rd day of July, 2020.

ATTEST:

_____
Anthony Williams, Mayor

_____
Shawna Atkinson, City Secretary

APPROVED:

_____
Stanley Smith, City Attorney

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL, CITY OF ABILENE, TEXAS, FURTHER MODIFYING ITS EXTENSION OF DECLARATION OF DISASTER ISSUED ON JUNE 25~~1~~, 2020.

WHEREAS, on March 16, 2020, the Mayor of the City of Abilene, by proclamation, issued a Declaration of Local Disaster; and

WHEREAS, on March 23, 2020, the City Council issued its Resolution Renewing and Continuing the Mayor's Declaration of Disaster Issued on March 16, 2020, which prohibited the social gathering of more than 10 persons; and

WHEREAS, on March 30, 2020, the City Council issued its Resolution Modifying its Extension of Declaration of Disaster, which created a limited shelter in place through 11:59 p.m., April 14, 2020; and

WHEREAS, on April 13, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which continued the limited shelter in place through 11:59 p.m., April 30, 2020; and

WHEREAS, on April 30, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-18; and

WHEREAS, on May 15, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-21; and

WHEREAS, on June 1, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-23, which was effective until June 25, 2020; and

WHEREAS, on June 25, 2020, the City Council issued its Resolution Further Modifying its Extension of Declaration of Disaster, which adopted the regulations and restrictions issued in the Governor's Executive Order GA-26, which was effective until July 23, 2020; and

WHEREAS, on June 26~~3~~, 2020, the Governor of the State of Texas issued his Executive Order GA-28~~6~~, effective until it is modified, amended, rescinded, or superseded by the Governor, and which was a targeted~~further expanded reopening of services as part of the safe, strategic plan to Open Texas in~~ response to the COVID-19 disaster as part of the reopening of Texas; and

WHEREAS, on July 2~~June 11~~, 2020, the Governor of the State of Texas issued a Proclamation which amended his Executive Order GA-28 relating to mass gatherings in Texas during the disaster posed by the novel coronavirus~~renewed the Declaration stating that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in Texas~~; and

WHEREAS, on July 2, 2020, the Governor of the State of Texas issued his Executive Order GA-29, effective until it is modified, amended, rescinded, or superseded by the Governor, and which related to the use of face coverings during the COVID-19 disaster; and

WHEREAS, because of the continuing risk of the rapid spread of the COVID-19 virus, the need to protect the most vulnerable members of the community, the intent to ensure that the maximum number of people self-isolate in their places of residence to the maximum extent feasible, while enabling essential services and commerce to continue, and the desire to slow the spread of COVID-19 to maximum extent possible, this Order is required; and

WHEREAS, this Order is issued based on evidence of increasing occurrence of COVID-19 within the City of Abilene and Taylor County, scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically; and

WHEREAS, the City Council has determined that extraordinary and immediate measures must continue to be taken to respond quickly to prevent and slow down community spread of COVID-19 in the City of Abilene; and

WHEREAS, the City Council finds that it is in the public interest to authorize additional authority as described herein pursuant to the Texas Disaster Act of 1975, as amended, Texas Government Code, and provide rules to protect the health of persons in the City of Abilene, pursuant to the Texas Government Code and Texas Health and Safety Code.

NOW THEREFORE, IT IS HEREBY RESOLVED AND DECLARED BY THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS:

1. The foregoing recitals as incorporated herein and made findings of fact.

2. That the City Council, effective immediately, hereby renews and continues the local state of disaster for the City of Abilene, Texas, pursuant to Section 418.108(b) of the Texas Government Code.

3. Pursuant to Section 418.108(c) of the Government Code, this renewal and continuation of the declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.

4. Pursuant to Section 418.108(d) of the Government Code, this renewal and continuation of the declaration of a local state of disaster continues activation of the emergency management plan for the City of Abilene. The furnishing of aid and assistance under the declaration is hereby authorized. The appropriate preparedness and response aspects of the plan are continued.

5. The use of all available resources of the City of Abilene that are reasonably necessary to cope with this disaster are hereby authorized.

6. To the extent permitted by law, any local ordinance or administrative rule prescribing the procedures for conduct of City business or any local ordinance or administrative rule that would in any way prevent, hinder, or delay necessary action in coping with this disaster, including any local ordinance or administrative rule regarding contracting or procurement with would impede the City's emergency response necessary to cope with this declared disaster, are hereby suspended, but only for the duration of this declared local disaster and only for that limited purpose.

7. Pursuant to Section 418.108(g) of the Government Code, the City of Abilene may control ingress to and egress from a disaster area within the incorporated limits of the City of Abilene and control the movement of persons and the occupancy of premises in that area.

8. Pursuant to Section 122.006 of the Texas Health and Safety Code, the City of Abilene may adopt rules to protect the health of persons in the municipality, including quarantine rules to protect the residents against communicable disease.

9. The intent of this Order is to protect the physical health and well-being of City of Abilene residents, to protect the financial health and well-being of City of Abilene residents and businesses, and to slow the spread of COVID-19 to the maximum extent possible while safeguarding the Constitutional liberties of City of Abilene residents by utilizing the least restrictive means possible and encouraging the highest level of personal responsibility.

   All persons should follow the CDC recommended guidelines to protect themselves from exposure and to protect the public from further community spread.

10. The City of Abilene hereby adopts and incorporates herein Governor Greg Abbott's Executive Order GA-28, as amended, and Executive Order GA-29~~6~~, the same as if they~~it~~ were~~as~~ copied and set-forth at length herein. The City of Abilene will follow and enforce the conditions and restrictions as set forth in GA-28 and GA-29~~6~~, and adopts and incorporates any further Proclamations modifying, amending or superseding GA-28 or GA-29~~6~~ during the term of Abilene's declaration of local disaster.

    The City Manager is authorized without further Council action to enforce these provisions to the fullest extent allowed by law.

11. In the event the Governor of the State of Texas amends or modifies his Executive Order GA-28 or GA-29~~6~~, this Declaration and Order is automatically amended or modified without further Council action to reflect said amendments or modifications to the Governor's Executive Order. It being the express intent of the City Council and this Declaration and Order to follow the Governor's Executive Order.

12. All public, private and commercial laboratories operating within the City of Abilene and performing COVID-19 testing shall report by 5:00 p.m. each day for the prior 24-hour period to the Abilene-Taylor County Public Health District the following information:

    (a) The number of COVID-19 tests performed;

    (b) The number of positive COVID-19 tests; and

    (c) The patient names and demographic information of positive COVID-19 tests.

    This information will be used solely for public health purposes to monitor the testing conducted in the City of Abilene, and mitigate and contain the spread of COVID-19.

13. That any City ordinance or regulation imposing a time requirement for payment, filing or appealing a decision, may be extended by the Mayor without further confirmation by the City Council.

14. That the Mayor may suspend or modify any other ordinance or regulation of the City of Abilene for a period of not more than seven days from the date of this resolution unless continued or renewed by the City Council.

15. That the City Manager or designee of the City Manager is authorized, without further approval of the City Council, to:

    (a) Make application for local, state and federal assistance as necessary and/or applicable;
    (b) Accept on behalf of the City services, gifts, grants, equipment, supplies, and/or materials whether from private, nonprofit, or governmental sources;
    (c) Enter into Interlocal cooperation agreements or memorandums of understanding with other cities, counties, or jurisdictions to provide for law enforcement assistance or other shared services to assist in this Resolution or the COVID-19 pandemic;
    (d) Contract for expenditures for budgeted items and emergency expenditures in an amount not to exceed $250,000; and
    (e) Defer any fines or fees imposed by the City.

    After cessation of this emergency and state of disaster, the City Manager shall provide the City Council a list of all actions taken under this paragraph.

16. That although not required by law and out of an abundance of caution, the City Manager is authorized to (and any prior acts in response to the COVID-19 pandemic are ratified):

(a) Close, including closure to the public, of any City offices, facilities, or properties, including parks, playgrounds, or playground equipment; and

(b) Provide city services by means other than in-person delivery, such as accepting permit applications online or by mail only, and/or to cease any city service that are not required by state or federal law.

17. That any ordinances, rules, or regulations of the City of Abilene, Texas, that conflict with this Resolution are hereby suspended, such suspension to remain in effect until the state of disaster is terminated or until there is a subsequent Resolution of this Council, whichever occurs first.

18. That pursuant to Section 418.020(d) of the Texas Government Code, the City of Abilene is authorized to:

    (a) Temporarily or permanently acquire by lease, purchase, or other means sites required for installation of temporary housing units or emergency shelters for disaster victims; and

    (b) Enter into arrangements necessary to prepare or equip the site to use the housing units or shelters, including arrangements for the purchase of temporary housing units or shelters and the payment of transportation charges.

19. That failure to comply with any of the provisions of this Order constitutes an imminent threat to public health.

20. Pursuant to Section 418.173, Government Code, failure to comply with this Order is an offense punishable by a fine not to exceed $1,000. Pursuant to the Governor's Executive Order GA-29, failure to wear a face covering as required in GA-29 is punishable by a fine not to exceed $250 for a second violation and each subsequent violation.

21. That any violation of this Resolution, Declaration and Order can be enjoined by the City of Abilene by a suit filed in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this Resolution, Declaration and Order or in the Code of Ordinances, City of Abilene, Texas.

22. That nothing in this Resolution, Declaration and Order shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this Resolution.

23. All provisions of this Resolution, Declaration and Order should be interpreted to effectuate its intent.

24. That this Declaration and Order is effective immediately and continues until 11:59 p.m. August 27~~July 23~~, 2020 unless otherwise modified, terminated or extended.

25. That the terms and provisions of this Resolution, Declaration and Order shall be deemed to be severable and that if any section, subsection, sentence, clause, phrase or word herein shall be declared to be invalid or unconstitutional, the same shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word herein, and the remainder of this Resolution, Declaration and Order shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

ADOPTED this 23rd~~25th~~ day of July,~~June~~ 2020.

ATTEST:

_____
Anthony Williams, Mayor

_____
Shawna Atkinson, City Secretary

APPROVED:

_____
Stanley Smith, City Attorney

GOVERNOR GREG ABBOTT

June 26, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
8:45AM O'CLOCK
JUN 26 2020
Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

> Executive Order No. GA-28 relating to the targeted response to the COVID-19 disaster as part of the reopening of Texas.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
June 26, 2020

EXECUTIVE ORDER
GA 28

Relating to the targeted response to the COVID-19 disaster as part of the reopening of Texas.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 continues to represent a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain social-distancing restrictions for Texans in accordance with guidelines promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC); and

WHEREAS, I issued Executive Order GA-14 on March 31, 2020, expanding the social-distancing restrictions for Texans based on guidance from health experts and the President; and

WHEREAS, I subsequently issued Executive Orders GA-16, GA-18, GA-21, GA-23, and GA-26 from April through early June 2020, aiming to achieve the least restrictive means of combatting the threat to public health by continuing certain social-distancing restrictions, while implementing a safe, strategic plan to Open Texas; and

WHEREAS, as Texas reopens in the midst of COVID-19, increased spread is to be expected, and the key to controlling the spread and keeping Texas residents safe is for all Texans to consistently follow good hygiene and social-distancing practices, especially those set forth in the minimum standard health protocols from DSHS; and

WHEREAS, due to recent substantial increases in COVID-19 positive cases, and increases in the COVID-19 positivity rate and hospitalizations resulting from COVID-19, targeted and temporary adjustments to the reopening plan are needed to achieve the

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SECRETARY OF STATE
8:45AM O'CLOCK

JUN 26 2020

least restrictive means for reducing the growing spread of COVID-19 and the resulting imminent threat to public health, and to avoid a need for more extreme measures; and

WHEREAS, everyone must act safely, and to that end, this executive order and prior executive orders provide that all persons should follow the health protocols from DSHS, which whenever achieved will mean compliance with the minimum standards for safely reopening, but which should not be used to fault those who act in good faith but can only substantially comply with the standards in light of scarce resources and other extenuating COVID-19 circumstances; and

WHEREAS, the "governor is responsible for meeting … the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by a fine not to exceed $1,000, and may be subject to regulatory enforcement;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, and in accordance with guidance from DSHS Commissioner Dr. Hellerstedt and other medical advisors, the Governor's Strike Force to Open Texas, the White House, and the CDC, do hereby order the following on a statewide basis effective at noon on June 26, 2020:

Every business establishment in Texas shall operate at no more than 50 percent of the total listed occupancy of the establishment; *provided, however, that*:

1. There is no occupancy limit for the following:
    a. any services listed by the U.S. Department of Homeland Security's Cybersecurity and Infrastructure Security Agency (CISA) in its Guidance on the Essential Critical Infrastructure Workforce, Version 3.1 or any subsequent version;
    b. religious services, including those conducted in churches, congregations, and houses of worship;
    c. local government operations, including county and municipal governmental operations relating to licensing (including marriage licenses), permitting, recordation, and document-filing services, as determined by the local government;
    d. child-care services;
    e. youth camps, including but not limited to those defined as such under Chapter 141 of the Texas Health and Safety Code, and including all summer camps and other daytime and overnight camps for youths; and
    f. recreational sports programs for youths and adults;
2. Except as provided below by paragraph number 5, this 50 percent occupancy limit does not apply to outdoor areas, events, or establishments, except that the following outdoor areas or outdoor venues shall operate at no more than 50 percent of the normal operating limits as determined by the owner:
    a. professional, collegiate, or similar sporting events;
    b. swimming pools;
    c. water parks;
    d. museums and libraries;
    e. zoos, aquariums, natural caverns, and similar facilities; and

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SECRETARY OF STATE
8:45am O'CLOCK

JUN 26 2020

f. rodeos and equestrian events;

3. This 50 percent occupancy limit does not apply to the following establishments that operate with at least six feet of social distancing between work stations:
   a. cosmetology salons, hair salons, barber shops, nail salons/shops, and other establishments where licensed cosmetologists or barbers practice their trade;
   b. massage establishments and other facilities where licensed massage therapists or other persons licensed or otherwise authorized to practice under Chapter 455 of the Texas Occupations Code practice their trade; and
   c. other personal-care and beauty services such as tanning salons, tattoo studios, piercing studios, hair removal services, and hair loss treatment and growth services;

4. Amusement parks shall operate at no more than 50 percent of the normal operating limits as determined by the owner;

5. For any outdoor gathering in excess of 100 people, other than those set forth above in paragraph numbers 1, 2, or 4, the gathering is prohibited unless the mayor of the city in which the gathering is held, or the county judge in the case of a gathering in an unincorporated area, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with this executive order;

6. For dine-in services by restaurants that have less than 51 percent of their gross receipts from the sale of alcoholic beverages, the occupancy limit shall remain at 75 percent until 12:01 a.m. on June 29, 2020, at which time such restaurants may only operate at up to 50 percent of the total listed occupancy of the restaurant, subject to paragraph number 9 below;

7. People shall not visit bars or similar establishments that hold a permit from the Texas Alcoholic Beverage Commission (TABC) and are not restaurants as defined above in paragraph number 6; provided, however, that the use by such bars or similar establishments of drive-thru, pickup, or delivery options for food and drinks is allowed to the extent authorized by TABC;

8. People shall not use commercial rafting or tubing services, including rental of rafts or tubes and transportation of people for the purpose of rafting or tubing;

9. For any business establishment that is subject to a 50 percent "total listed occupancy" limit or "normal operating limit," and that is in a county that has filed with DSHS, and is in compliance with, the requisite attestation form promulgated by DSHS regarding minimal cases of COVID-19, the business establishment may operate at up to 75 percent of the total listed occupancy or normal operating limit of the establishment;

10. For purposes of this executive order, facilities with retractable roofs are considered indoor facilities, whether the roof is opened or closed;

11. Staff members are not included in determining operating levels, except for manufacturing services and office workers;

12. Except as provided in this executive order or in the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus, people should not be in groups larger than ten and should maintain six feet of social distancing from those not in their group;

13. People over the age of 65 are strongly encouraged to stay at home as much as possible; to maintain appropriate distance from any member of the household who has been out of the residence in the previous 14 days; and, if leaving the

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SECRETARY OF STATE
8:45am O'CLOCK

JUN 26 2020

home, to implement social distancing and to practice good hygiene, environmental cleanliness, and sanitation;

14. In providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols recommended by DSHS;
15. Nothing in this executive order or the DSHS minimum standards precludes requiring a customer to follow additional hygiene measures when obtaining services. Individuals are encouraged to wear appropriate face coverings, but no jurisdiction can impose a civil or criminal penalty for failure to wear a face covering;
16. People shall not visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities unless as determined through guidance from the Texas Health and Human Services Commission (HHSC). Nursing homes, state supported living centers, assisted living facilities, and long-term care facilities should follow infection control policies and practices set forth by HHSC, including minimizing the movement of staff between facilities whenever possible; and
17. For the remainder of the 2019-2020 school year, public schools may resume operations for the summer as provided by, and under the minimum standard health protocols found in, guidance issued by the Texas Education Agency (TEA). Private schools and institutions of higher education are encouraged to establish similar standards. Notwithstanding anything herein to the contrary, schools may conduct graduation ceremonies consistent with the minimum standard health protocols found in guidance issued by TEA.

Notwithstanding anything herein to the contrary, the governor may by proclamation add to the list of establishments or venues that people shall not visit.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts services allowed by this executive order, allows gatherings prohibited by this executive order, or expands the list or scope of services as set forth in this executive order. Pursuant to Section 418.016(a) of the Texas Government Code, I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions in response to the COVID-19 disaster that are inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

All existing state executive orders relating to COVID-19 are amended to eliminate confinement in jail as an available penalty for violating the executive orders. To the extent any order issued by local officials in response to the COVID-19 disaster would allow confinement in jail as an available penalty for violating a COVID-19-related order, that order allowing confinement in jail is superseded, and I hereby suspend all relevant laws to the extent necessary to ensure that local officials do not confine people in jail for violating any executive order or local order issued in response to the COVID-19 disaster.

This executive order supersedes Executive Order GA-26, but does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, GA-24, GA-25, or GA-27. This

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SECRETARY OF STATE
8:45am O'CLOCK

JUN 26 2020

executive order shall remain in effect and in full force unless it is modified, amended, rescinded, or superseded by the governor. This executive order may also be amended by proclamation of the governor.

Given under my hand this the 26th day of June, 2020.

GREG ABBOTT
Governor

ATTESTED BY:

RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE SECRETARY OF STATE
8:45Am O'CLOCK

JUN 26 2020

GOVERNOR GREG ABBOTT

July 2, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:30pm O'CLOCK
JUL 02 2020
Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

A proclamation amending Executive Order GA-28 relating to mass gatherings in Texas during the disaster posed by the novel coronavirus (COVID-19).

The original proclamation is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

PROCLAMATION

BY THE

Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, I issued Executive Order GA-28 on June 26, 2020, relating to the targeted response to the COVID-19 disaster as part of the reopening of Texas; and

WHEREAS, additional measures are needed to slow the spread of COVID-19 in Texas;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby amend paragraph numbers 5 and 12 of Executive Order GA-28, effective at 12:01 p.m. on July 3, 2020, to read as follows:

5. For any outdoor gathering in excess of 10 people, other than those set forth above in paragraph numbers 1, 2, or 4, the gathering is prohibited unless the mayor of the city in which the gathering is held, or the county judge in the case of a gathering in an unincorporated area, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with this executive order;

12. Except as provided in this executive order or in the minimum standard health protocols recommended by DSHS, found at www.dshs.texas.gov/coronavirus, people shall not be in groups larger than 10 and shall maintain six feet of social distancing from those not in their group;

This proclamation shall remain in effect and in full force for as long as Executive Order GA-28 is in effect and in full force, unless otherwise modified, amended, rescinded, or superseded by the governor.

IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my office in the City of Austin, Texas, this the 2nd day of July, 2020.

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE SECRETARY OF STATE
2:30pm O'CLOCK

JUL 0 2 2020

ATTESTED BY:

RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:30PM O'CLOCK

JUL 0 2 2020

GOVERNOR GREG ABBOTT

July 2, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:30pm O'CLOCK
JUL 02 2020
Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

> Executive Order No. GA-29 relating to the use of face coverings during the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

POST OFFICE BOX 12428 AUSTIN, TEXAS 78711 512-463-2000 (VOICE) DIAL 7-1-1 FOR RELAY SERVICES

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
July 2, 2020

EXECUTIVE ORDER
GA 29

Relating to the use of face coverings during the COVID-19 disaster.

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, in each subsequent month effective through today, I have renewed the disaster declaration for all Texas counties; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 continues to represent a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued executive orders and suspensions of Texas laws in response to COVID-19, aimed at using the least restrictive means available to protect the health and safety of Texans and ensure an effective response to this disaster; and

WHEREAS, as Texas reopens in the midst of COVID-19, increased spread is to be expected, and the key to controlling the spread and keeping Texans safe is for all people to consistently follow good hygiene and social-distancing practices; and

WHEREAS, due to recent substantial increases in COVID-19 positive cases, and increases in the COVID-19 positivity rate and hospitalizations resulting from COVID-19, further measures are needed to achieve the least restrictive means for reducing the growing spread of COVID-19, and to avoid a need for more extreme measures; and

WHEREAS, I have joined the medical experts in consistently encouraging people to use face coverings, and health authorities have repeatedly emphasized that wearing face coverings is one of the most important and effective tools for reducing the spread of COVID-19; and

WHEREAS, given the current status of COVID-19 in Texas, requiring the use of face coverings is a targeted response that can combat the threat to public health using the least restrictive means, and if people follow this requirement, more extreme measures may be avoided; and

WHEREAS, wearing a face covering is important not only to protect oneself, but also to avoid unknowingly harming fellow Texans, especially given that many people who go into public may have COVID-19 without knowing it because they have no symptoms; and

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SECRETARY OF STATE
2:30pm O'CLOCK

JUL 0 2 2020

WHEREAS, the "governor is responsible for meeting … the dangers to the state and people presented by disasters" under Section 418.011 of the Texas Government Code, and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable under Section 418.173 by fine;

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective at 12:01 p.m. on July 3, 2020:

Every person in Texas shall wear a face covering over the nose and mouth when inside a commercial entity or other building or space open to the public, or when in an outdoor public space, wherever it is not feasible to maintain six feet of social distancing from another person not in the same household; *provided, however, that this face-covering requirement does not apply to the following*:

1. any person younger than 10 years of age;

2. any person with a medical condition or disability that prevents wearing a face covering;

3. any person while the person is consuming food or drink, or is seated at a restaurant to eat or drink;

4. any person while the person is (a) exercising outdoors or engaging in physical activity outdoors, and (b) maintaining a safe distance from other people not in the same household;

5. any person while the person is driving alone or with passengers who are part of the same household as the driver;

6. any person obtaining a service that requires temporary removal of the face covering for security surveillance, screening, or a need for specific access to the face, such as while visiting a bank or while obtaining a personal-care service involving the face, but only to the extent necessary for the temporary removal;

7. any person while the person is in a swimming pool, lake, or similar body of water;

8. any person who is voting, assisting a voter, serving as a poll watcher, or actively administering an election, but wearing a face covering is strongly encouraged;

9. any person who is actively providing or obtaining access to religious worship, but wearing a face covering is strongly encouraged;

10. any person while the person is giving a speech for a broadcast or to an audience; or

11. any person in a county (a) that meets the requisite criteria promulgated by

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SECRETARY OF STATE
2:30pm O'CLOCK

JUL 0 2 2020

> the Texas Division of Emergency Management (TDEM) regarding minimal cases of COVID-19, and (b) whose county judge has affirmatively opted-out of this face-covering requirement by filing with TDEM the required face-covering attestation form—provided, however, that wearing a face covering is highly recommended, and every county is strongly encouraged to follow these face-covering standards.

Not excepted from this face-covering requirement is any person attending a protest or demonstration involving more than 10 people and who is not practicing safe social distancing of six feet from other people not in the same household.

TDEM shall maintain on its website a list of counties that are not subject to this face-covering requirement pursuant to paragraph number 11. The list can be found at: www.tdem.texas.gov/ga29.

Following a verbal or written warning for a first-time violator of this face-covering requirement, a person's second violation shall be punishable by a fine not to exceed $250. Each subsequent violation shall be punishable by a fine not to exceed $250 per violation.

Local law enforcement and other local officials, as appropriate, can and should enforce this executive order, Executive Order GA-28, and other effective executive orders, as well as local restrictions that are consistent with this executive order and other effective executive orders. But no law enforcement or other official may detain, arrest, or confine in jail any person for a violation of this executive order or for related non-violent, non-felony offenses that are predicated on a violation of this executive order; provided, however, that any official with authority to enforce this executive order may act to enforce trespassing laws and remove violators at the request of a business establishment or other property owner.

This executive order hereby prohibits confinement in jail as a penalty for the violation of any face-covering order by any jurisdiction.

Executive Order GA-28 is hereby amended to delete from paragraph number 15 the phrase: ", but no jurisdiction can impose a civil or criminal penalty for failure to wear a face covering."

The governor may by proclamation amend this executive order or add to the list of people to whom this face-covering requirement does not apply.

This executive order does not supersede Executive Orders GA-10, GA-13, GA-17, GA-19, GA-24, GA-25, GA-27, or GA-28 as amended. This executive order shall remain in effect and in full force until modified, amended, rescinded, or superseded by the governor.

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2:30 pm O'CLOCK

JUL 0 2 2020

Given under my hand this the 2nd day of July, 2020.

GREG ABBOTT
Governor

ATTESTED BY:

RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE SECRETARY OF STATE
2:30pm O'CLOCK

JUL 0 2 2020

Resolution:
Modifying & Extending the Local Disaster Declaration Issued on June 23, 2020

CITY OF
ABILENE
TEXAS

Questions?

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

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

FROM: **Mike Rains, Finance Director**

SUBJECT: **22. Ordinance (Consider on First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Revised 2019-2020 Budget**

GENERAL INFORMATION

Revised 2019-2020 Budget

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Ordinance-Revised Budget 2020

ORDINANCE NO. _____

AN ORDINANCE APPROVING REVISED BUDGET FIGURES FOR FISCAL YEAR 2019-2020; FOR THE CITY OF ABILENE; APPROPRIATING FUNDS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager has prepared a revision of certain figures in the 2019-2020 budget and submitted same to the City Council; and,

WHEREAS, the City Council has reviewed and considered said proposed revised budget and made revisions of same; and,

WHEREAS, said budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 13th, 2020, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the revised figures, prepared and submitted by the City Manager for the 2019-2020 budget, be, and the same are hereby, in all things, approved and appropriated, and any necessary transfers between accounts and departments are hereby authorized, approved, and appropriated.

PART 2: That the City Manager and his authorized and designated employees, at his direction, be, and are hereby, authorized to sign or release easements, permits, licenses, and change orders; to sign interlocal agreements as authorized by state law; to sign documents authorizing the payment of funds, and to expend public funds as authorized by state law unless otherwise authorized by the City Council; to settle paving assessment, weed mowing, demolition, and other disputes based on legal questions of whether the assessments are enforceable or other extenuating factual circumstances. The City Manager is authorized to adjust compensation, within Council policy guidelines, of any City employee, including appointees, when in his discretion an adjustment needs to be made to retain qualified personnel. The intent of this section is to provide the ability to conduct daily affairs of the City, which involves numerous decisions of a routine nature and to retain qualified personnel.

PART 3: That the City Council hereby approves grants and contracts that are set out by this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to sign said federal, state, and other such grant and contract documents, including interlocal agreements, on behalf of the City. The funds for said contracts, agreements, and purchases are hereby approved and appropriated. The intent of this section is to approve and simplify the grant process and approve expenditures that are exempt from the Purchasing and Contracting Authority of Municipalities, Chapter 252 of the Local Government Code.

PART 4: That upon passage of this ordinance on first reading, the City Secretary be, and is hereby authorized and directed to have published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, a notice that a public hearing will be held in the Council Chambers of the City Hall in Abilene, Texas, at 8:30 A.M., on the 13th of August, 2020, to permit the public to be heard prior to consideration of this ordinance for second and final reading, said publication to be made on the 30th of July 2020, being more than twenty-four (24) hours prior to the time designated for such public hearing in accordance with Section 18 of the City Charter. 102.0065(b) Local Government Code, Special Notice by publication for Budget – except that if another law requires the governing body to give notice, by publication, of a hearing on a budget this section does not apply.

PART 5: That any ordinance, resolution, policy or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict. It is specifically provided that Resolution 40-1997 concerning liability claims shall remain in full force and effect.

PART 6: That the number, classification, and designation of each position as provided in Texas Local Government Code Ann., Chapter 143 (Vernon 1988), Municipal Civil Service, for the Police and Fire Departments, as set out below, are hereby created, established, and adopted as the official plan for the classified service of the Police and Fire Departments of the City of Abilene for the fiscal year October 1, 2019 through September 30, 2020, or as may be amended by City Council. Any position in the classified service of the Police and Fire Departments of the City of Abilene not below listed, is hereby abolished.

Police Department		Fire Department	
Assistant Police Chief	2	Deputy Fire Chief	2
Police Lieutenant	11	Battalion Chief	5
Police Sergeant	24	Fire Captain	12
Police Officers	179	Fire Lieutenant	33
	216	Fire Fighter	146
			198

PASSED ON FIRST READING on the 22nd day of July, A.D. 2020.

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

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 13th day of August, A.D. 2020.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

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

FROM: **Mike Rains, Finance Director**

SUBJECT: **23. Ordinance (Consider on First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Approving the Proposed 2020-2021 Budget**

GENERAL INFORMATION

Approval of the Proposed 2020-2021 Budget

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval of the item

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Ordinance-Approved Budget 2021

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2020, THROUGH SEPTEMBER 30, 2021, FOR THE CITY OF ABILENE; APPROPRIATING FUNDS; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager on July 6th, 2020, filed a proposed budget with the City Secretary for the fiscal year commencing October 1st, 2020; and,

WHEREAS, the City Council has reviewed and considered said proposed budget and made revisions of same; and,

WHEREAS, said proposed budget, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 13th, 2020, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

PART 1: That the budget proposed by the City Manager for the fiscal year commencing October 1st, 2020, as revised by the City Council, be, and the same is hereby approved, adopted, and appropriated including transfers of General Fund equity to various Funds.

PART 2: That the City Manager and his authorized and designated employees, at his direction, be, and are hereby, authorized to sign or release easements, permits, licenses, and change orders; to sign interlocal agreements as authorized by state law; to sign documents authorizing the payment of funds, and to expend public funds as authorized by state law unless otherwise authorized by the City Council; to authorize disposition of City assets to appropriate entities when it serves a public purpose; to settle paving assessment, weed mowing, demolition, and other disputes based on legal questions of whether the assessments are enforceable or other extenuating factual circumstances. The City Manager is authorized to adjust compensation, within Council policy guidelines, of any City employee, including appointees, when in his discretion an adjustment needs to be made to retain qualified personnel. The intent of this section is to provide the ability to conduct daily affairs of the City, which involves numerous decisions of a routine nature and to retain qualified personnel.

PART 3: That the City Council hereby approves grants and contracts that are set out by this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to sign said federal, state, and other such grant and contract documents, including interlocal agreements, on behalf of the City. The funds for said contracts, agreements, and purchases are hereby approved and appropriated. The intent of this section is to approve and simplify the grant process and approve expenditures that are exempt from the Purchasing and Contracting Authority of Municipalities, Chapter 252 of the Local Government Code.

PART 4: That upon passage of this ordinance on first reading, the City Secretary be, and is hereby authorized and directed to have published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, a notice that a public hearing will be held in the Council Chambers of the City Hall in Abilene, Texas, at 8:30 A.M., on the 13th of August, 2020, to permit the public to be heard prior to consideration of this ordinance for second and final reading, said publication to be made on the 29th of July 2020, being more than twenty-four (24) hours prior to the time designated for such public hearing in accordance with Section 18 of the City Charter. 102.0065(b) Local Government Code, Special Notice by publication for Budget – except that if another law requires the governing body to give notice, by publication, of a hearing on a budget this section does not apply.

PART 5: That any ordinance, resolution, policy or any provision or section of the code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict. It is specifically provided that Resolution 40-1997 concerning liability claims shall remain in full force and effect.

PART 6: That the number, classification, and designation of each position, as provided in Texas Local Government Code Ann., Chapter 143 (Vernon 1988), Municipal Civil Service, for the Police and Fire Departments, as set out below, are hereby created, established, and adopted as the official plan for the classified service of the Police and Fire Departments of the City of Abilene for the fiscal year October 1, 2020, through September 30, 2021, or as may be amended by City Council. Any position in the classified service of the Police and Fire Departments of the City of Abilene not below listed, is hereby abolished:

Police Department		Fire Department	
Assistant Police Chief	2	Deputy Fire Chief	2
Police Lieutenant	11	Battalion Chief	5
Police Sergeant	24	Fire Captain	12
Police Officers	179	Fire Lieutenant	33
	216	Fire Fighter	146
			198

PASSED ON FIRST READING on the 22nd day of July, A.D. 2020.

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

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 13th day of August, A.D. 2020.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

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

FROM: **Mike Rains, Finance Director**

SUBJECT: **24. Ordinance (Consider on First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Setting the Tax Levy**

GENERAL INFORMATION

Setting the Tax Levy

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval of the item

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Ordinance-Tax Rate FY 21

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, APPROVING THE ASSESSMENT ROLL FOR 2020, LEVYING AN AD VALOREM TAX FOR THE CITY OF ABILENE, TEXAS, FOR THE YEAR 2020; PROVIDING FOR THE ASSESSMENT AND COLLECTION THEREOF; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 26.05 of the Tax Code requires notice of a tax increase whether that increase occurs by an increase in the tax rate or a rise in property values or both; and

WHEREAS, the City of Abilene is proposing an effective tax rate increase and property values have risen in the City which trigger components of Section 26.05; and

WHEREAS, the components of Section 26.05 require Cities to post that an increase in property values even when the tax rate is held constant, is considered as an effective tax rate increase; now therefore,

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

PART 1: That the assessment roll for the year 2020, as compiled by the Chief Appraiser of the Central Appraisal District of Taylor County, and amended and approved by the Appraisal Review Board of Taylor County, on the 22nd day of July, 2020, be, and the same is hereby, in all things, approved and adopted.

PART 2: That there be, and is hereby levied, on all of the property located in the City of Abilene, Texas, on the 1st day of January, 2020, and not exempt from taxation by the Constitution and Laws of the State of Texas and the City of Abilene, an ad valorem tax in the aggregate total of --seventy-eight and seventy-seven hundredths cents (78.77¢)-- on each one hundred dollars' ($100.00) valuation of said property, apportioned as follows:

General Fund:		
(a)	Operations & Maintenance	$ .5996
Debt Service Funds:		
(a)	2006 Airport C.O. Series	$ .0013
(b)	2007 Airport G.O. Series	.0011
(c)	2010 Refunding	.0022
(d)	2015 Refunding	.0200
(e)	2015 G.O. Series	.0242
(f)	2015 C.O. Series	.0023
(g)	2016 Refunding	.0340
(h)	2016 G.O. Series	.0282

(i)	2016 C.O. Series	.0026
(j)	2017 Refunding	.0044
(k)	2017 G.O. Series	.0165
(l)	2017 C.O. Series	.0094
(m)	2018 G.O. Series	.0056
(n)	2018A C.O. Series	.0116
(o)	2018B C.O. Series	.0019
(p)	2019 G.O. Series	.0085
(q)	2019 C.O. Series	.0143
	Debt Rate	$ .1881
	TOTAL RATE FOR THE YEAR 2020	$ .7877

PART 3: That there be, and are hereby authorized exemptions as follows:

1) Homestead exemption -- fifteen percent (15%)
2) Age 65 and over exemption -- $15,000

PART 4: THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4 PERCENT AND WILL LOWER TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $7.

PART 5: That notice for the public hearing on the 13th day of August, 2020, was given by publication in the Abilene Reporter-News on the 30th day of July, 2020.

PART 6: That a public hearing was held on the 13th day of August, 2020, in accordance with the City Charter.

PART 7: That any ordinance, resolution, policy or any provision or section of the Code of the City of Abilene, Texas, as amended, in conflict herewith, be, and the same is hereby repealed to the extent of any conflict.

PART 8: That this ordinance shall take effect immediately from and after its date of final passage.

PASSED ON FIRST READING on the 22nd day of July, A.D. 2020.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 13th day of August, A.D. 2020.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

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

FROM: **Mike Rains, Finance Director**

SUBJECT: **25. Ordinance (Consider on First Reading): Receive a Report, Hold a Discussion and Public Hearing, and Take Action on Adopting Fees and Charges for FY 2020-2021**

GENERAL INFORMATION

Adopting Fees & Charges for FY 2020-2021

SPECIAL CONSIDERATIONS

None

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Approval of the Item

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

1. Ordinance-Fee Budget 2021
2. Fee Schedule Exhibit FY21 Proposed Updated 20200720

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING FEES AND CHARGES FOR THE FISCAL YEAR OCTOBER 1, 2020, THROUGH SEPTEMBER 30, 2021, FOR THE CITY OF ABILENE; REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES, RESOLUTIONS AND PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; CALLING A PUBLIC HEARING.

WHEREAS, the City Manager on July 6th, 2020, filed a proposed budget with the City Secretary for the fiscal year commencing October 1st, 2020; and,

WHEREAS, the City Council has reviewed and considered said proposed fees and charges and made revisions of same; and,

WHEREAS, said proposed fee ordinance, as revised by the City Council, was duly set for a public hearing ordered to be called by the City Council and held on August 13th, 2020, after due notice, as required by the Charter of the City of Abilene and laws of the State of Texas; now, therefore,

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

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

PART 2: That this Schedule of Fees and Charges for the City of Abilene, Texas shall be kept on file in the City Secretary's office.

PART 3: That the effective date of this section shall be the first billing cycle in October, A.D., 2020.

PASSED ON FIRST READING on the 22nd day of July, A.D. 2020.

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

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 13th day of August, A.D. 2020.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
ACCOUNTING	Duplicate release of lien	$15.00	
	Hotel/motel penalty (State Regulation)	Penalty 15%	
	Interest on unpaid invoices	1.5% per month on outstanding balance	
	Lien filing fee (Taylor County) For more than 2 pages contact Accounting.	$30.00	
	Returned check fee per check	$30.00	
ALARM FEES			
Alarm Fees	Commercial/business only (annual fee)	$50.00	
	Residential (annual fee)	$20.00	
	Failure of permit holder to respond to alarm system activation	$100.00	
False Alarm Service Fees	4-5 false alarm calls (per call)	$50.00	
	6-7 false alarm calls (per call)	$75.00	
	8 or more false alarm calls (per call)	$100.00	
	Failure to respond	$100.00	
ALCOHOL BEVERAGE PERMIT	Beer		
(State Regulated)	Branch distributor's license	$37.50	
	General distributor's license	$150.00	
	Importer's license	$10.00	
	Manufacturer's license	$375.00	
	Beer retailer's off premise	$30.00	
	Retail Dealer's on-premise	$75.00	
	Wine & beer retailer's permit	$87.50	
	Wine & beer retailer's off premise	$30.00	
	Brewpub license	$250.00	
	Liquor		
	Brewer's permit	$750.00	
	Caterer's permit (after 3 years)	$250.00	
	Distiller's and rectifier's permit	$750.00	
	Mixed beverage permit (after 3 years)	$1,125.00 (fourth year)	
		$750.00 (fifth and sixth years)	
		$375.00 (seventh year and beyond)	
	Package store permit	$250.00	
	Wine only package store permit	$37.50	
	Wholesaler's permit	$937.50	
	Winery permit	$37.50	
	Mixed beverage late hours permit (after 3 years)	$75.00	
	Fee not to exceed one-half the state fee for each permit or license issued, in accordance with Alcoholic Beverage Code Sec. 11.38 and Sec. 61.36.		
ANIMAL SERVICES	Dog and Cat Registration, Annual ($2 goes directly to Clinic providing service)	$8.00	
	Dangerous Dog permit, Annual	$50.00	
	Duplicate registration tag	$8.00	
Reclaiming Animals	DOGS & CATS		
	Redemption fee (per animal, 1st offense - 12 months)	$20.00	
	Redemption fee (per animal, 1st offense - 12 months) - without proof of registration & without proof of rabies vaccination	$30.00	
	Redemption fee (per animal, 2nd offense)	$30.00	
	Redemption fee (per animal, 2nd offense) - without proof of registration & without proof of rabies vaccination	$50.00	
	Redemption fee (per animal, 3rd offense, no spay/neuter)	$50.00	
	Redemption fee (per animal, 3rd offense, no spay/neuter) - without proof of registration & without proof of rabies vaccination	$70.00	
	Boarding fee, per day	$5.00	
	Boarding fee, per day, for cruelty investigations	$15.00	
	Microchipping fee	$15.00	
	Rabies vaccination fee	$15.00	
	Rabies quarantine fee (includes boarding fee, veterinarian health check, rabies vaccination, testing fees, tag, & microchip)	$100.00	
	OTHER ANIMALS		
	Livestock capture & impoundment, per head	$20.00	
	Livestock boarding, per head, per day	$5.00	
Adopting an Animal	Puppies, unaltered (aged 6 months & under) - at shelter less than 14 days		$100.00
	Puppies, unaltered (aged 6 months & under) - at shelter 14 - 30 days		$50.00
	Puppies, unaltered (aged 6 months & under) - at shelter over 30 days		$10.00
	Kittens, unaltered (aged 6 months & under) - at shelter less than 14 days		$50.00
	Kittens, unaltered (aged 6 months & under) - at shelter 14 - 30 days		$25.00
	Kittens, unaltered (aged 6 months & under)- at shelter over 30 days		$10.00
	Adult Dogs, unaltered - at shelter less than 14 days		$80.00
	Adult Dogs, unaltered - at shelter 14 - 30 days		$50.00
	Adult Dogs, unaltered - at shelter over 30 days		$10.00

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Adult Cats, unaltered - at shelter less than 14 days		$50.00
	Adult Cats, unaltered - at shelter 14 - 30 days		$25.00
	Adult Cats, unaltered - at shelter over 30 days		$10.00
	Dogs & Cats, altered - at shelter less than 14 days		$35.00
	Dogs & Cats, altered - at shelter 14 days or more		$10.00
	~~Dogs - Unsterilized~~	~~$80.00~~	
	~~Cats - Unsterilized~~	~~$70.00~~	
	Petsmart Cats	$100.00	
	~~Dogs - Sterilized~~	~~$35.00~~	
	~~Cats - Sterilized~~	~~$35.00~~	
	Rabbits, Guinea pigs, Ferrets, or Hamsters	$5.00	
	Chickens or Roosters	$5.00	
	Exotic Birds	$25.00	
	Large Livestock	$100.00	
	Small Livestock	$20.00	
	Non-venomous snakes	$15.00	
	Water Fowl	$5.00	
	Other	$10.00	
Spay/Neuter Voucher Program	Dog Neuter: 0-60 lbs.	$40.00	
	Dog Neuter: >60 lbs.	$60.00	
	Dog Spay: < 20 lbs.	$50.00	
	Dog Spay: 20-40 lbs.	$60.00	
	Dog Spay: 41-60 lbs.	$70.00	
	Dog Spay: >60 lbs.	$80.00	
	Cat Neuter	$30.00	
	Cat Spay	$40.00	
Other services	Non-resident release fee, per animal	$50.00	
	Non-resident release fee, per litter	$100.00	
	Resident release fee, per animal	$25.00	
	Resident release fee, per litter	$50.00	
	Vaccination clinic fee	$40.00	
	Vaccination clinic fee same day registration - additional	$20.00	
	Bordetella	$10.00	
	Species Specific Annual Booster (canine or feline)	$10.00	
	Heartworm Test	$10.00	
	Feline Combo Test	$20.00	
	Private cremation under 50 lbs.	$95.00	
	Private cremation over 50 lbs.	$135.00	
	Communal cremation under 50 lbs.	$70.00	
	Communal cremation over 50 lbs.	$110.00	
	Urn or Wooden Box for cremation remains: small	$40.00	
	Urn or Wooden Box for cremation remains: large	$55.00	
	Euthanasia Services	$20.00	
	Animal pick up fee for owner released euthanasia or cremation	$30.00	
	Animal remains delivery	$30.00	
	Disposal of small animals for Clinics picked up by Animal Services on assigned day	$4.00	
	Disposal of small animals for Clinics picked up by Animal Services on immediate request	$10.00	
	Disposal of small animals for Clinics dropped of at Animal Services	No charge	
	Disposal of livestock animals	$100.00	
	Credit Card fee per transaction	$2.00	
AVIATION			
Parking	0 - 1/2 hour	No charge	
	1/2 - 1 hour	$3.00	
	1 - 2 hours	$4.00	
	2 - 4 hours	$6.00	
	4 - 6 hours	$7.00	
	6 - 24 hours	$9.00	
	The hourly rate is in effect for the first 24 hour period, all subsequent days are charged $9.00		
	Curbside loading and unloading of vehicles is permitted provided a driver remains with his or her vehicle. Any automobile left unattended will be towed.		
	Airport tenant employee parking per month	$12.00	
Landing Fee	Signatory	$.45/1,000 lbs.	
	Non-Signatory	$.50/1,000 lbs.	
Fuel Flowage Fee		$.0675/gallon	
Terminal Use Fee (Charter flights)		$50.00/ turn	
Security Badge Fee	New badge fee	$15.00	
	Badge renewal fee	$12.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Fingerprint background check	$55.00	
Conference Room	Use per day	$50.00	
BUILDING INSPECTION	Contractors are required to register with the City before any work can commence. All current licenses, bonds, and insurance requirements shall be in place before permit is secured. The City does not charge a fee for registration.		
	Any Building Permit within the City of Abilene shall have a minimum fee of $50.		
Building Permit Fees by Valuation	Used to assess fees for new commercial, commercial add-ons and alterations.		
	Total valuation up to $500	minimum $50.00	
	Total valuation $501-$2,000	$50.00 for the first $500.00 plus $1.50 for each additional $100.00, or fraction thereof, to and including $2,000.00	
	Total valuation $2,001 - $25,000	$72.50 for the first $2,000.00 plus $7.00 for each additional $1,000.00, or fraction thereof, to and including $25,000.00	
	Total valuation $25,001 - $50,000	$233.50 for the first $25,000.00 plus $6.00 for each additional $1,000.00 or fraction thereof, to and including $50,000.00	
	Total valuation $50,001 - $100,000	$383.50 for the first $50,000.00 plus $5.00 for each additional $1,000.00 or fraction thereof, to and including $100,000.00	
	Total valuation $100,001 - $500,000	$633.50 for the first $100,000.00 plus $4.00 for each additional $1,000.00 or fraction thereof, to and including $500,000.00	
	Total valuation $500,001 - $1,000,000	$2,233.50 for the first $500,000.00 plus $3.50 for each additional $1,000.00 or fraction thereof, to and including $1,000,000.00	
	Total valuation $1,000,001.00 and up	$3,983.50 for the first $1,000,000.00 plus $2.50 for each additional $1,000.00 or fraction thereof	
	Plan Review - due at time of submittal	Non-refundable - 25% of permit fee	
Building Permit Fee - Commercial	Minimum fee	$50.00	
	New commercial construction - fee includes building, electrical, plumbing, roofing, and mechanical	See Building Permit Fees by Valuation	
	Commercial plan review (due at time of submittal)	Non-refundable 25% of Permit Fee	
	Commercial demolition: single-story structure	$150.00	
	Commercial demolition: multiple-story structure	$500.00	
	Certificate of occupancy	$100.00	
	Certificate of occupancy- owner to clean and show	$50.00	
	Temporary certificate of occupancy	$300.00	
	Extension request for temporary certificate of occupancy - per extension	$1,000.00	
	Commercial Roofing - per roof structure	$100.00	
	Towers and satellite dishes	$250.00	
	Commercial swimming pool	$4.00 per $1,000 valuation (minimum $180.00)	
Building Permit Fee - Electrical	Minimum permit fee	$50.00	
	Temporary service / power pole	$50.00	
	Motors up to and including 5 hp	$50.00	
	Motors over 5 hp	$75.00	
	New/Upgrade service (Re-Wire/Upgrades, etc.): up to 200 amps	$100.00	
	New/Upgrade service (Re-Wire/Upgrades, etc.): 201-400 amps	$150.00	
	New/Upgrade service (Re-Wire/Upgrades, etc.): 401 amps and up	$200.00	
	Solar panel/ wind turbine installation	$150.00	
	New outlets - up to 50 (plugs, switches, ceiling fans, etc.)	$50.00	
Building Permit Fee - Mechanical	Minimum permit fee	$50.00	
	Type I - Grease hood system	$75.00	
	Type II - Hood system	$50.00	
	Refrigerant System: up to and including 10 tons	$65.00	
	Refrigerant System: over 10 tons	$85.00	
	Boilers: up to and including 100,000 BTU's	$65.00	
	Boilers: over 100,000 BTU's	$85.00	
Building Permit Fee - Plumbing	Minimum permit fee	$50.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Water heater	$50.00	
	New gas service line	$60.00	
	New replacement water/ sewer service	$50.00	
	Residential irrigation system	$75.00	
	Commercial irrigation system	$100.00	
	Sand trap, grease trap, interceptors new/replacement	$75.00	
Building Permit Fee - Residential	Minimum fee	$50.00	
	New single family construction and additions (enclosed areas) - fee includes building, electrical, plumbing, roofing, and mechanical	$.35 per square foot	
	Plan Review - Residential	$25.00 non refundable	
	Single family alterations:		
	0 - 60 square feet	$100 minimum	
	61 - 1,000 square feet	$100.00 for first 60 square feet, $.60 for each additional square foot up to and including 1,000	
	1,001 - 2,000 square feet	$664 for first 1,000 square feet, $.30 for each additional square foot up to and including 2,000	
	2,001 square feet and up	$964 for first 2,000 square feet, $.20 for each additional square foot	
	Multi-Family 4 or more units	$.40 per square foot	
	Plan Review - Multi-Family	25% of permit fee - non refundable (due at time of submittal)	
	Residential carports and storage buildings (201 and up square feet)	$.20 per square foot	
	Residential garage enclosures	$100.00	
	Mobile home permit	$150.00	
	Residential demolition	$75.00	
	Residential roofing - less than five (5) squares	no charge	
	Residential roofing - five (5) squares and above	$65.00	
	Residential swimming pool: in-ground	$180.00	
	Residential swimming pool: above ground	$60.00	
Fences Inspection Fee	Over 7' high	$3.00 per $1,000.00 of valuation, minimum $50.00	
	Masonry fences/walls exceeding 4' in height shall be engineered	$3.00 per $1,000.00 of valuation, minimum $50.00	
Grading Permit Fees	1-100 cubic yards	$50.00	
	101 to 1,000 cubic yards	$50.00 for the first 100 yards plus $10.50 for each additional 100 cubic yards or fraction thereof	
	1,001 to 10,000 cubic yards	$144.50 for the first 1,000 cubic yards plus $9.00 for each additional 1,000 cubic yards, or fraction thereof	
	10,001 and up cubic yards	$225.50 for the first 10,000 cubic yards, plus $40.50 for each additional 10,000 cubic yards or fraction thereof	
Other Inspections and Fees	Re-inspection fee	$75.00	
	Stop work order release fee	$125.00	
	Work without required permit	Double permit fee	
	Inspection request outside normal business hours (minimum 2 hours)	$200.00	
	Special request inspection/ same day inspections	$100.00	
	Board of Building Standards/ Mechanical, Plumbing, Electrical, and Swimming Pool Board of Appeals request for hearing	$100.00	
	Address change fee	$100.00	
	Temporary building/ sales trailer	$75.00	
BUS SERVICE (CITYLINK)	Correct change required, drivers do not carry change.		
	Passes		
	Passes offer unlimited rides for a 7-day or 31-day and are activated the first time they are inserted into the fare box.		
	Fixed Route Service		
	Adult fare		
	One way adult fare	$1.50	
	Day pass	$3.00	
	7-day adult pass	$15.00	
	31-day adult pass	$45.00	
	Youth fare (requires valid school ID)		
	One way youth fare	$1.00	
	7-day youth pass	$10.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	31-day youth pass	$25.00	
	Elderly/disabled fare (requires valid Medicare or Identification card)		
	One way elderly/disabled fare	$0.65	
	7-day elderly/disabled pass	$8.00	
	31-day elderly/disabled pass	$20.00	
	Pre-schoolers (0-4)	No charge	
	Transfer (with paid fare)	No charge	
	ADA Paratransit Service		
	Regular service area fare	$2.00	
	Extended service area fare	$3.00	
	10-ride ticket book (regular service area)	$20.00	
	10-ride ticket book (extended service area)	$30.00	
	20-ride ticket book ADA	$60.00	
	Evening Service		
	Work and school related trips	$2.50	
	General trips	$6.00	
	10-ride ticket book (CDBG/work related trips)	$25.00	
	10-ride ticket book (general trips)	$60.00	
	Charter Service* (subject to availability) - 2 hour minimum	$100.00 / hour	
	*Non-profit service organizations may qualify for a $50 per hour rate with a $100 minimum. CityLink will determine the qualification of the requesting organization.		
	Identification Cards		
	Reduced bus fares are available for the elderly and persons with disabilities with a CityLink identification card. Identification cards may be obtained at the CityLink Station at 1189 S. 2nd Street. Elderly persons must present proof of age. Persons with disabilities must provide evidence of their disability from a licensed physician or a local social service agency representative. There is a $2.00 charge for the ID card.		
CEMETERY			
Disinterment	Adult	$800.00	
	Infant	$500.00	
	Cremains	$500.00	
Headstone Permit	Monument permit fee	$50.00	
	VA Marker	No charge	
Interment Fee	Includes one tent set up. Second tent set-up fee is $50.00. Interments not available on holidays.		
		Monday - Friday	
		Before 3:00 pm	
	Adult	$750.00	
	Infant	$350.00	
	Cremains	$350.00	
	County	$375.00	
	County Cremains	$175.00	
		Monday - Friday	
		After 3:00 pm	
	Adult	$1,000.00	
	Infant	$475.00	
	Cremains	$475.00	
	County	Not available	
	County Cremains	Not available	
		Saturday	
		Before 1:00 pm	
	Adult	$1,200.00	
	Infant	$600.00	
	Cremains	$600.00	
	County	Not available	
	County Cremains	Not available	
	Monday through Friday services require a 24 hours' notice. If Saturday service is required, arrangements must be called into Cemetery Office no later than noon on Friday.		
Spaces	Adult	$750.00	
	Infant	$300.00	
	Cremains	$300.00	
	New space 2nd right	$1,200.00	
	Preowned 2nd right	$500.00	
CONVENTION CENTER	Seating capacity: 2,091 (includes 12 wheelchair spaces)		
ALL Fees	An additional 90 seats may be added in the orchestra pit	$180.00	
Convention Center Auditorium	Prices do not include stage fees		
	Events continuing past 11:59 PM must be approved in advance by the Convention Center Manager. An hourly pro-rated charge equal to 1/4 of the regular rental will be required.		
	Early opening before 8:00 AM	$200.00 / hour	
	Early open - no show	$200.00 / hour	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	No charge for Foyer when used only as a means of entering or leaving the Auditorium.		
	Rates are subject to change and the charges for use of the facility will be based on the prevailing rate at the date of occupancy or use.		
Auditorium	Early opening before 8:00 AM	$200.00 / hour	
	Early open - no show	$200.00 / hour	
	Event Day	STANDARD RATE	
	8:00 AM - 11:59pm	$1,200.00	
	Second show	$600.00	
	Holiday rate	$1,500.00	
	Move In/Out, Rehearsal		
	8:00 AM - 11:59 PM	$600.00	
	Event Day	NON-PROFIT RATE	
	8:00 AM - 11:59 PM	$900.00	
	Second show	$450.00	
	Holiday rate	$1,200.00	
	Move In/Out, Rehearsal		
	8:00 AM - 11:59 PM	$450.00	
Stage fees	Stage fees	Amount as incurred by the City of Abilene	
Conference Center	13,400 square feet		
	Prices do not include equipment set fees		
	Early opening before 8:00 AM	$200.00 / hour	
	Early open - no show	$200.00 / hour	
	Event Day	STANDARD RATE	
	8:00 AM - 11:59 PM	$750.00	
	Holiday rate	$950.00	
	Move In / Move Out		
	8:00 AM - 11:59 PM	$375.00	
	Event Day	NON-PROFIT RATE	
	8:00 AM - 11:59 PM	$650.00	
	Holiday rate	$850.00	
	Move In / Move Out		
	8:00 AM - 11:59 PM	$325.00	
Conference Rooms	Early opening before 8:00 AM	$200.00 / hour	
	Early open - no show	$200.00 / hour	
		CONFERENCE ROOM 1	
	Event Day, Move In, Move Out	(2,762 square feet)	
	8:00 AM - 11:59 PM	$250.00	
		CONFERENCE ROOM 2	
	Event Day, Move In, Move Out	(4,631 square feet)	
	8:00 AM - 11:59 PM	$325.00	
		CONFERENCE ROOM 3	
	Event Day, Move In, Move Out	(3,087 square feet)	
	8:00 AM - 11:59 PM	$250.00	
		CONFERENCE ROOM 4	
	Event Day, Move In, Move Out	(2,914 square feet)	
	8:00 AM - 11:59 PM	$250.00	
		UPSTAIRS CONFERENCE ROOM	
	Event Day, Move In, Move Out	(3,500 square feet)	
	8:00 AM - 11:59 PM	$250.00	
Exhibit hall	20,000 square feet		
	Prices do not include equipment set fees		
	Early opening before 8:00 AM	$200.00 / hour	
	Early open - no show	$200.00 / hour	
	Event Day	STANDARD RATE	
	8:00 AM - 11:59 PM	$850.00	
	Holiday rate	$1,050.00	
	Move In / Move Out		
	8:00 AM - 11:59 PM	$425.00	
	Event Day	NON-PROFIT RATE	
	8:00 AM - 11:59 PM	$700.00	
	Holiday rate	$900.00	
	Move In / Move Out		
	8:00 AM - 11:59 PM	$350.00	
	Foyer - no charge when used as an entry to the Exhibit Hall		
	Events continuing past 11:59 PM must be approved in advance by the Convention Center Manager. An hourly prorated charge equal to 1/4 of the regular rental will be required.		

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Exhibits and trade shows of two or more consecutive days will be allowed one (1) day free, up to 5:00 PM following program to move out.		
	Rates are subject to change and the charges for use of the facility will be based on the prevailing rate at the date of occupancy or use.		
Other rooms and areas	Early opening before 8:00 AM	$200.00 / hour	
	Early open - no show	$200.00 / hour	
	Event Day	FOYER	
	8:00 AM - 11:59 PM	$600.00	
	Move In / Move Out		
	8:00 AM - 11:59 PM	$300.00	
	Event Day	RED CARPET LOBBY	
	8:00 AM - 11:59 PM	$400.00	
	Move In / Move Out		
	8:00 AM - 11:59 PM	$200.00	
		STAGE	
	8:00 AM - 11:59 PM	$450.00	
		CONFERENCE ROOM 102	
	8:00 AM - 11:59 PM	$100.00	
		GREEN ROOM	
	8:00 AM - 11:59 PM	$150.00	
		VIP SUITE	
	8:00 AM - 11:59 PM	$200.00	
		MEETING ROOMS (PER ROOM)	
	Prices do not include equipment set fees	201/2, 203/4, 205/6, 207/8, 209/10	
	8:00 AM - 11:59 PM	$100.00	
	~~Patio or Plaza~~	~~$25.00/hour~~	
Entire Building	Conventions and others approved by manager, not including set-up for banquets and parties		
	Early opening before 8:00 AM	$200.00 / hour	
	Early open - no show	$200.00 / hour	
	8:00 AM - 11:59 PM	$3,100.00	
	Move-in, set-up other than day of event		
	8:00 AM - 11:59 PM	$2,400.00	
	Events continuing past 11:59 PM must be approved in advance by the Convention Center Manager. An hourly pro-rated charge equal to 1/4 of the regular rental will be required.		
	Lessee utilizing a major portion of the Building may be allowed to utilize meeting rooms at no charge, subject to availability and advance approval by the Manager.		
	Insurance provided at lessee's request		
	Insurance Carrier: Scottsdale (Best rating of A+/XV)		
	Coverage		
	$1,000,000.00 per occurrence		
	$1,000,000.00 aggregate		
	Deductible: $250.00 per loss		
	Rates		
	Attendance:		
	1 - 150	$50.00	
	151 - 500	$100.00	
	501 - 1,500	$150.00	
	1,501 - 5,000	$250.00	
	The following classes of events may be submitted for consideration and acceptance prior to the event: Circuses, Carnivals, Boxing, Wrestling, Hockey, Contact Karate, Aircraft or Balloons		
Equipment rental	Equipment fees are per item		
	LIGHTING		
	Available in Auditorium Only		
	Strobe Lights	$25.00/day, $100.00/week	
	~~On site~~	~~$25.00/day, $100.00/week~~	
	~~Off site~~	~~$40.00/day, $200.00/week~~	
	Fogger	$35.00/day, $120.00/week	
	~~On site~~	~~$35.00/day, $120.00/week~~	
	~~Off site~~	~~$45.00/day, $240.00/week~~	
	Dimmer Pack	$100.00/day, $200.00/week	
	~~On site~~	~~$100.00/day, $200.00/week~~	
	~~Off site~~	~~$200.00/day, $400.00/week~~	
	Light Trees	$25.00/day, $100.00/week	
	~~On site~~	~~$25.00/day, $100.00/week~~	
	~~Off site~~	~~$50.00/day, $200.00/week~~	
	AUDIOVISUAL		
	42" TV	$50.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	DVD Player	$25.00	
	A/V cart	$10.00 per event day	
	Direct Input Box	$20.00 per event day	
	Screen / Hanging Screen		$30.00 per event day
	Motorized screen and projector (per event/per day)	$175.00	
	Screen, front/rear projector 14' x 16'	$120.00	
	Spotlight (plus tech)	$30.00	
	BOOTHS		
	Booth assembly (pipe and drape), 10' x 10', each	$20.00	
	Bare Poles, 10' section	$10.00 each	
	12' Pipe and Drape, 10' section	$40.00 each	
	Sign Hooks	$30.00 per event	
	Electrical service-110-20 amp	$20.00 per event day	
	Water connection	$100.00 per initial connection	
	CHAIRS		
	Padded	$2.00	
	LABOR		
	Equipment added after 14 day set up deadline ~~on Move In / Event Day~~	Equipment Fee x 2	
	Final Set Ups not received 14 days prior to event result in penalty	$250.00	
	Reset Fee	$50.00 - $500.00	
	Hanging Banner	$25.00 per item	
	Excessive clean-up/damage deposit	$50.00 - $500.00	
	Sound monitor (during events)	$100.00	
	MICROPHONES		
	Wireless (lapel or hand-held)	$50.00 per event day	
	SM 57 or SM 58	$15.00 per event day	
	827	$15.00 per event day	
	MISCELLANEOUS		
	Coat rack	$20.00 each	
	Stanchions, 6' section	$10.00 each	
	Easels	$5.00 each	
	Unapproved storage fee	$50.00 - $500.00	
	Marker board	No charge	
	Flip chart	$10.00	
	Extension cords (electrical)	$20.00 per event day	
	Telephone (local calls only)	No charge	
	Phone Line (available areas limited)	$50.00	
	2-way radios	No charge	
	Grand Piano		
	Non-Profit	$50.00	
	Standard Rate	$100.00	
	Parking	No charge	
	RV Parking	$10.00/day	
	Genie Lift	$100.00 per day	
	MIXERS		
	8-channel	No charge	
	12-channel	No charge	
	PODIUMS		
	Free-standing	$15.00	
	Self-contained	$15.00	
	RISERS		
	8"	$20.00	
	16"	$20.00	
	24"	$20.00	
	Choral	$20.00	
	STAGING		
	(24" or 32" height)		
	Per ~~6'~~ 4' x 8' section	$20.00	
	Stage Lighting	$500.00 - $2,000.00	
	SOUND SYSTEMS	$10.00	
	TABLES		
	8' x 3' long	$5.00	
	60" round	$5.00	
	72" round	$5.00	
	8' x 24" seminar (2nd floor rooms only)	$5.00	
	Cocktail Table	$5.00	
	~~Steward (per hour)~~	~~$20.00~~	*move to Stage Fees*
	CONVENTION EVENTS		
	Booth Assemblies Package, includes 10x10 Booth (pipe and drape), one 8' table (skirted with tablecloth), two chairs, electrical, header	$85.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Table (with tablecloth)	$15.00	
	Table (with tablecloth and skirting)	$30.00	
	Electrical (foyer center booths)	$500.00 per day	
	Outsourced items	20% markup	
Stage Fees	Rigger (per hour)	$30.00	
	Technical (per hour)	$25.00	
	Steward (per hour)	$20.00	*moved from Tables*
	Non-Technical (per hour)	$18.50	
	Performance (minimum)	$72.00	
CIVIC ABILENE FEES	BOX OFFICE FEES		
	Facility Fee (if Convention Center sells tickets)	$2.00 / ticket	
	CATERING	% of Gross	
	Onsite Catering Fee	14%	
	Drop-Off / Food Truck	5%	
	Liquor Catering	6%	
	CONCESSION	% of Gross	
	Food and drink	10%	
	Tapes, T-shirts, etc.	10%	
	KITCHEN		
	Rental	$75.00	
	Cleanup - as needed	$100.00	
	MISCELLANEOUS CHARGES		
	Copies per page		
	Black & White (w/paper) per page	$0.15	
	Black & White (w/o paper) per page	$0.20	
	Colored per page	$0.75	
	Soft drinks, bottled water	$1.00	
	~~Coffee~~		*Effective 10/1/20 -*
	~~10 cups~~	~~$3.00~~	*Caterer responsible*
	~~55 cups~~	~~$14.00~~	*for providing coffee*
	~~100 cups~~	~~$25.00~~	
	~~Tea~~		*Effective 10/1/20 -*
	~~10 cups~~	~~$3.00~~	*Caterer responsible*
	~~55 cups~~	~~$14.00~~	*for providing tea*
	~~100 cups~~	~~$25.00~~	
	Ice w/cart (100 lbs.)	$10.00	
	Table Cloths*		
	Rental	$8.00	
	Replacement	$15.00	
	Table Skirting*		
	With Table Cloth	$22.00	
	Without table cloth	$15.00	
	*via sub-contractor rates.		
	Subject to change without notice.		
	CD Player	$10.00	
	Dance Floor (per 4'x4' square)	$1.00	
	Upright Piano	$30.00	
CODE COMPLIANCE			
Daycare	Daycare inspection fee	$100.00	
Environmental Health	Environmental Health plan review fee	$100.00	
	Environmental Health preliminary inspection fee	$50.00	
Food Inspection & Permit	Temporary food permit and/or inspection	$75.00	
	Food permits 4 times a year	$300.00	
	Food permits 3 times a year	$225.00	
	Food permits 2 times a year (and multi-seasonal)	$150.00	
	Food permit 1 time a year	$75.00	
	Food permit 1 time a year (temporary, and non-profit) - ball parks	$75.00	
	Food permit 1 time a year (seasonal) - snow cone 9-month option	$100.00	
	Re-inspection fee for food establishment permit	$75.00	
	Late permit fee, if paid January 16-January 31 (in addition to permit fee)	$50.00	
	Late permit fee, if paid after January 31 - (in addition to permit fee)	$100.00	
Abatement	Based on actual hours worked with a minimum of $75.00		
	0 up to 3 hours	$75.00	
	each additional full hour, not to exceed total $250 per abatement	$25.00	
	Administration fee	$100.00	
Mowing	Contractor price		
	0 up to 15,000 sq. ft. lot	$45.00	
	0 up to 15,000 sq. ft. lot with house	$50.00	
	15,001 sq. ft. to one acre lot	$60.00	
	15,001 sq. ft. to one acre lot with house	$65.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Over 1 acre for the first 2 acres each	$65.00	
	After 2nd acre each	$40.00 per acre	
	Additional fee for each mesquite laden acre or portion of	$20.00 per acre	
	Additional fee for each acre or portion of grass/weeds over 48" in height	$20.00 per acre	
	Administration fee	$100.00	
Securement	Based on size of opening to be secured		
	Opening 4'x4' or less (one half sheet of material)	$50.00	
	Opening more than 4'x4' and less than 4'x8' (full sheet of material)	$75.00	
	Administration fee	$100.00	
Septic Systems	Septic system permit and/or inspection	$210.00	
	fee includes $10 payable to TCEQ		
Swimming Pool/Spa	Swimming pool/spa permit	$150.00	
	Re-inspection fee for swimming pool/spa permit	$50.00	
DVD COPY REQUEST	DVD (each)	$3.00	
Channel 2 Programming State Law	Tex Admin. Code 70.10		
ENGINEERING	Drilling permit: Per permit	$440.00	
	Driveway approach (each)	$35.00	
	Re-inspection (per inspector)	$35.00	
	Sidewalk, curb & gutter: 1st 100 L. F., then $.06 for each L. F. thereafter	$35.00	
	Floodplain development permit	$150.00	
	Drainage plan review: Per review	$25.00	
	Floodplain insurance determination	$12.00	
	Maps: Copies of these will be provided for 8 1/2" x 11". In addition, any other actual materials costs will be assessed. Requests for the creation of maps or other documents not already existing will only be available based on availability of staff and will be billed at a rate of $15.00 per hour, plus the cost of reproduction and/or materials.	$.10 per page	
FESTIVAL GARDENS	Maximum seating is 160. A $50.00 damage deposit is payable when the key is picked up.		
		Private, non-fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	$120.00	
	Full Day (8:00AM - 11:00PM)	$230.00	
		Nonprofit, fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	$140.00	
	Full Day (8:00AM - 11:00PM)	$275.00	
		Commercial, fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	$200.00	
	Full Day (8:00AM - 11:00PM)	$350.00	
FIRE INSPECTION FEES	Nursing homes, foster homes, ICF/MR homes, hospitals, daycares, etc.		
State Licensing Inspections	0 - 6,000 sq. ft.	$30.00	
	6,001 - 12, 000 sq. ft.	$50.00	
	12,001 - 24,000 sq. ft.	$100.00	
	Over 24,000 sq. ft.	$200.00	
Operational Permits	Operational Permits:	$50.00	
	Amusement building		
	Aviation facilities		
	Battery systems		
	Carnival/fair		
	Combustible dust-producing operations		
	Combustible fibers		
	Compressed gasses		
	Cryogenic fluids		
	Cutting & welding		
	Dry cleaning plants		
	Exhibits/trade shows		
	Explosives (fireworks)		
	Flammable & combustible liquids		
	Hazardous materials		
	High-piled storage		
	Industrial ovens		
	Liquid or gas fueled vehicles or equipment in assembled buildings		
	LP-gas		
	Lumber yards/woodworking plants		
	Open burning		
	Place of assembly where alcohol is consumed		
	Pyrotechnic special effects material		
	Repair garages and service stations		
	Spraying & dipping operations		
	Temporary membrane structures, tents & canopies (operate)		
	Waste handling (wrecking yards)		

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
Construction Permits	Permit	$50.00	
	Automatic fire-extinguishing systems (install, remove, modify)		
	Compressed gas systems (install, remove, modify)		
	Fire alarm & detection systems (install, modify)		
	Fire pumps & related equipment (install, modify)		
	Flammable & combustible liquids (install, modify, removal of tanks, piping)		
	LP-gas (tank installation & modification)		
	Private fire hydrants (install, modify)		
	Spray room, dip tank or spray booth (install, modify)		
	Standpipe systems (install, modify, remove)		
	Temporary membrane, tents, and canopies (erect)		
	Tents - public access minimum 200 sq. ft.	$50.00	
	Permanent structures 5,000 sq. ft. or less	$75.00	
	Permanent structures 5,001 - 12,000 sq. ft.	$100.00	
	Permanent structures 12,001 - 24,000 sq. ft.	$150.00	
	Permanent structures Over 24,000 sq. ft.	$200.00	
HEALTH SERVICES	Physicals for school /sports /employment	$22.00	
	Birth certificate per copy (includes $10 search fee)	$23.00	
	Full payment for copies of birth certificates are required at the time of request. If unable to locate the record, a refund will be issued for the amount paid less the $10 search fee described below.		
	Birth record search fee (regardless of whether a certified copy is issued or not)		$10.00
	Death certificate first copy (includes $10 search fee)	$21.00	
	Death certificate additional copies (if ordered with initial copy)	$4.00	
	Full payment for copies of death certificates are required at the time of request. If unable to locate the record, a refund will be issued for the amount paid less the $10 search fee described below.		
	Death record search fee (regardless of whether a certified copy is issued or not)		$10.00
	Chest x-ray	$50.00	
	I-693 Medical Examination		$140.00
	Lab draw fee	$8.00	
	TB skin test	$25.00	
	Gonorrhea, chlamydia, HIV, syphilis (STD testing)	$20.00	
	Birth control pills	$5.00	
	Nuvaring	$15.00	
	Depo provera shot	$30.00	
	HEP C	$15.00	
Dental	Dental new patient exam, extractions, fillings	$150.00 per visit	
	Limited exam / pain visit	$85.00	
	~~Deep cleaning~~ Gross debridement	$100.00	
	Crowns	$500.00	$800.00
	Bridges	$500.00 per unit	$800 per unit
	Flipper partial	$500.00	$400.00
	Dentures (partial) ~~- payment plans available~~	$800.00	
	Dentures (full set) ~~- payment plans available~~	$1,600.00	
	Upper or lower cast partial denture		$800 per unit
Testing	Pregnancy (urine)	$5.00	
	Pregnancy (serum)	$13.00	
	~~Single Chemistry Panel~~	~~$4.00~~	
	Albumin	$10.00	
	Alk. Phosphatase	$10.00	
	ALT (SGPT)	$10.00	
	AST (SGOT)	$10.00	
	BMP	$14.00	
	BUN	$10.00	
	Calcium	$10.00	
	CBC w/Diff	$13.00	
	CBC w/o Diff	$10.00	
	Cholesterol	$15.00	
	CMP	$17.00	$10.00
	Creatinine	$10.00	
	Electrolyte Profile	$30.00	
	Flu	$30.00	
	Glucose	$15.00	
	GTT 1 Hr 50g	$14.00	
	GTT 2 Hr 75g (3 Draws)	$22.00	
	GTT 2 Hr 75g (4 Draws)	$30.00	
	GTT 3 Hr 75g (100g Gest.)	$75.00	
	HDL	$25.00	
	Hematocrit & Hemoglobin	$20.00	
	POC Hemoglobin		$10.00

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Lipid Panel	$22.00	
	Liver	$14.00	
	Occult Blood	$6.00	$35.00
	Potassium	$10.00	
	Rabies (animal head shipment to Austin)	$25.00	
	Sed Rate	$15.00	
	Total Bilirubin	$10.00	
	Total Protein	$10.00	
	Triglyceride	$25.00	
	Urinalysis (Micro)	$5.00	$15.00
	~~Urinalysis (Macro)~~	~~$5.00~~	
	1, 25 Dihydroxy Vit D	$125.00	
	24 hr Urine Creat/Protein	$45.00	
	25 Hydroxy Vit D	$95.00	$70.00
	ABO Group & RH Type	$10.00	
	AFP (Maternal serum)	$60.00	
	AFP (Tumor Marker)	$60.00	
	Aldolase		$70.00
	Alk Phos Isoenzyme/Fractionated	$40.00	
	Amylase	$15.00	
	ANA w/RFX	$50.00	
	ANCA Anti Neutropil Cytoplasmic Ab	$185.00	
	Antibody Scr RFX ID/Titer (Indirect Coombs Titer/Indirect Antiglobulin)	$40.00	
	Bilirubin, Direct	$10.00	
	Bilirubin, Total	$10.00	
	BNP-B type Natriuretic Peptide	$75.00	
	Cancer Antigen 125	$25.00	
	Carbamaazine/Tegretol-trough	$30.00	
	CCP (anit cyclic citrullinated peptide)	$125.00	
	CD4 Panel (lymph subset 5)	$135.00	
	CEA	$40.00	
	CF Carrier Screen	$150.00	$182.00
	Ck/CPK, Total	$15.00	
	Cold Agglutinim, Quant		$68.00
	Cortisol, Total	$35.00	
	Creatinine Clearance	$30.00	
	CRP	$22.00	
	DHEA	$85.00	
	DHEA-Sulfate	$75.00	
	Digoxin	$40.00	
	Dilantin/Phentoin "PTN"	$45.00	
	Direct LDL	$25.00	
	Drug Abuse Screen	$160.00	
	EBV Panel	$160.00	
	Estradiol	$30.00	
	Estrogen, Total	$30.00	
	Factor V "Leiden" Mutation	$365.00	
	Ferritin	$30.00	
	Folate, Serum	$30.00	
	FSH	$40.00	$25.00
	FSH & LH	$75.00	
	G6PD		$47.80
	GGT	$20.00	
	H. Pylori Antigen-Stool	$50.00	$56.00
	H. Pylori (breath)	$94.00	
	~~H. Pylori IGG Ab~~	~~$51.00~~	
	HBV DNA, PCR Quant.	$111.00	
	HCG Serum QN	$30.00	$13.00
	Hemoglobin A1C w/MPG	$16.00	
	Hemoglobin Electrophoresis (See sickle)	$15.00	
	Hep A Ab Total	$45.00	
	Hep A IGM Ab	$15.00	
	Hep ABC	$105.00	
	Hep B AB Quant.	$51.00	
	Hep B Core IGM A	$15.00	
	Hep B Surface Ab (Titer)	$20.00	
	Hep B Surface Ag w/Conf	$45.00	
	Hep C Ab (HCV)	$30.00	
	Hep C Genotype	$437.00	
	Hep C RNA by PCR (Quantitative Viral Load)	$130.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Heterophile Monoscreen	$10.00	
	HIV 1/2 Refl WB	$74.00	$60.00
	Homocysteine	$45.00	
	HSV 1/2	$65.00	$40.00
	HSV IgM	$65.00	
	Insulin Total	$15.00	
	Iron	$15.00	
	Iron, Total & IBC	$25.00	
	Iron, Total & IBC, Ferritin	$55.00	
	Lamictal (Lamotrigine)	$105.00	
	LDL Direct	$25.00	
	Lead	$25.00	
	LH	$40.00	
	Lipase	$20.00	
	Lithium	$25.00	
	Lupus Anticoag	$80.00	
	Lyme Total AB	$38.00	
	Lyme Total AB rflx lgG, lgm, by IB		$85.00
	Magnesium	$15.00	
	Maternal Serum 1 AFP	$60.00	
	Maternal Serum 3	$235.00	
	Maternal Serum 4 Quad Scrn	$65.00	
	Measles Ab IGG, EIA (Rubeola)	$40.00	
	Microalb/Creat Ratio	$20.00	$22.00
	MMR Titer	$65.00	
	Mono Spot/Heterophile Mono	$10.00	
	Mumps Virus IGG, EIA	$25.00	
	Myoglobin (serum)		$72.00
	OB Profile	$90.00	
	~~Occult Blood OC Auto~~	~~$85.00~~	
	Phenobarbitol Level-trough	$20.00	
	Phosphate as Phosphorus	$10.00	
	Pro Time w/INR	$10.00	
	Progesterone	$45.00	
	Prolactin	$40.00	$20.00
	Prostate Specific Ag (PSA)	$25.00	
	Protein C Ag	$35.00	$48.00
	PSA F&T	$66.00	
	PTH, Intact & Calcium	$100.00	
	PTT Activated	$20.00	
	Quantiferon TB Gold Plus	$60.00	
	Renal Funcion Panel	$15.00	
	Reticulocyte Count	$10.00	
	Rheumatoid Factor (RA)	$15.00	
	Rubella IGG Ab	$10.00	
	Sex Horm. Bind Globulin	$35.00	
	Sickle Cell Screen	$15.00	
	T. Pallidum total AB w/ reflex	$42.00	
	T-3 Free	$35.00	
	T-3 Uptake	$10.00	
	T-4 (Thyroxine) Total	$10.00	
	T-4 Free	$20.00	
	Testosterone (Free and Total)	$245.00	$55.00
	Testosterone Free (Female)	$190.00	
	Testosterone, Total (Male)	$55.00	
	TSH	$30.00	$20.00
	Uric Acid	$10.00	
	Urine culture	$40.00	$15.00
	Varicella (VCV) IGG Ab	$30.00	
	Vitamin A	$150.00	$30.00
	Vitamin B1		$86.00
	Vitamin B12	$30.00	
	Water (bacteriological)	$25.00	
	Additional tests may be available. Contact the Abilene-Taylor County Public Health District at 325-692-5600 for more information.		
Vaccinations (Shots)	Vaccinations shall be priced at actual cost + 10% and subject to change throughout the year. Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for current prices.		
		Private Pay	
	DT	actual cost +10%	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	DTAP	actual cost +10%	
	KINRIX	actual cost +10%	
	FLU	actual cost +10%	
	FLU/PNEUMONIA	actual cost +10%	
	PNEUMONIA	actual cost +10%	
	HEPATITIS A	actual cost +10%	
	HEPATITIS B	actual cost +10%	
	TWINRIX	actual cost +10%	
	GARDASIL	actual cost +10%	
	MENINGOCOCCAL	actual cost +10%	
	MENOMUNE	actual cost +10%	
	MMR	actual cost +10%	
	MMRV	actual cost +10%	
	PENTACEL	actual cost +10%	
	POLIO	actual cost +10%	
	PRE-EXPOSURE RABIES	actual cost +10%	
	PREVNAR	actual cost +10%	
	ROTATEQ	actual cost +10%	
	TD	actual cost +10%	
	TDAP	actual cost +10%	
	TYPHIM VAC	actual cost +10%	
	TYPHOID ORAL	actual cost +10%	
	VARICELLA	actual cost +10%	
	YELLOW FEVER	actual cost +10%	
	ZOSTAVAX	actual cost +10%	
	HIB	actual cost +10%	
	MISC INJECTIONS	actual cost +10%	
Vaccines for Children Program	Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for eligible vaccines.	Vaccine for Children	
	Administration fee per child	$14.00	
Adult Safety Net Program	Please contact the Abilene-Taylor County Public Health District at 325-692-5600 for eligible vaccines.	Adult Safety Net	
	Administration fee per vaccine	$20.00	
Family Planning Grant Program	Discounts and Charges for Low Income Patients:		

Service	0% Pay	10% Pay	15% Pay	25% Pay	50% Pay	75% Pay	Full Fee
WWE/NP Exam	$0	$8.80	$13.20	$22.00	$44.00	$66.00	$88.00
STD Visit	$0	$2.00	$3.00	$5.00	$10.00	$15.00	$20.00
Nurse Visit	$0	$1.00	$1.50	$2.50	$5.00	$7.50	$10.00
Routine OV	$0	$3.30	$4.95	$8.25	$16.50	$24.75	$33.00
Complex OV	$0	$6.00	$9.00	$15.00	$30.00	$45.00	$60.00
UA	$0	$0.50	$0.75	$1.25	$2.50	$3.75	$5.00
Urine PT	$0	$0.50	$0.75	$1.25	$2.50	$3.75	$5.00
Serum PT	$0	$1.30	$1.95	$3.25	$6.50	$9.75	$13.00
Wet Mount	$0	$0.50	$0.75	$1.25	$2.50	$3.75	$5.00
BC Pills (per pack)	$0	$0.50	$0.75	$1.25	$2.50	$3.75	$5.00
Depo	$0	$3.50	$5.25	$8.75	$17.50	$26.25	$35.00
IUD	$0	$93.10	$139.65	$232.75	$465.50	$698.25	$931.00
IUD Removal	$0	$7.70	$11.55	$19.25	$38.50	$57.75	$77.00
Nexplanon	$0	$97.30	$145.95	$243.25	$486.50	$729.75	$973.00
Nexplanon Removal	$0	$10.80	$16.20	$27.00	$54.00	$81.00	$108.00
Nuvaring (box of 3)	$0	$4.50	$6.75	$11.25	$22.50	$33.75	$45.00

JUNKED VEHICLE PENALTIES	Any person, firm, or corporation who violates any provision of this Code related to junk vehicles shall be assessed a civil penalty in an amount not exceeding five hundred dollars ($500.00) for each offense, the amount to be determined by the hearing officer in his reasonable discretion, subject to review on appeal.		
	Unless higher amounts are required by state law or a lesser amount is determined by the hearing officer or judge of the municipal court, the minimum penalties for junked vehicle violations shall be as follows:		
	1st offense of failure to abate each junked vehicle in authorized time limit	$50.00	
	2nd offense of failure to abate each junked vehicle within a six (6) month period	$75.00	
	3rd and all subsequent offenses of failure to abate each junked vehicle within a six (6) month period	$100.00	
	In addition to the minimum penalty, charges for towing of the vehicle shall be added.		
LIBRARY	Replacement fee for lost or damaged card	$1.00	
	Library card - Non-resident cards are available to Texans presently residing outside the City of Abilene per year.	$10.00	
	Library cards are free to all City of Abilene residents and Dyess active duty & their families.		
	Lamination fee per linear foot	$1.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Lost and damaged materials. The processing fee is not refundable.	Price of the item plus a $5.00 processing fee	
	Black and white copies per page	$0.15	
	Color copies per page	$0.45	
	Flash drives	$5.00	
	Sewing machine needle replacement	$0.50	
	3D Printing fee per gram ($1.00 minimum charge)	$0.15	
Rental	For-profit groups or groups from outside the City of Abilene will be charged fees. Fees are payable at the time a reservation is made and are refundable if cancelled at least one week before the scheduled event.		
	Main, Mockingbird - rental fees for the rooms are per hour or any part of an hour.	$10.00	
	South branch meeting room first two hours - private group per event	$50.00	
	South branch meeting room each additional hour - private group per event	$15.00	
	Main, Mockingbird, South branch meeting room - nonprofit group per event	No Charge	
	South branch technology fee for usage of the advance technology per event*	$25.00	
	**technology fee applies to both profit and nonprofit groups*		
MAXWELL MUNICIPAL GOLF COURSE	Per lease agreement for the operation and management of the municipal golf course, the lessee has sole authority to set pricing for all fees up to a maximum of ten percent annually. Potential fee increases greater than ten percent do require approval from the City. The fees listed below were in effect at the time of the first reading of the proposed budget and subject to change. Please contact the Maxwell Golf Course at 325-692-2737 for current rates.		
	Green fees: weekday		
	Walking	$18.15	
	Riding	$31.35	
	Junior/senior walking	$13.20	
	Junior/senior riding	$26.39	
	Green fees: weekend		
	Walking	$24.80	
	Riding		
	Junior/senior walking	$18.15	
	Junior/senior riding	$31.35	
	Twilight: weekday (Times Vary)		
	no cart	$15.40	
	with cart	$24.40	
	Super Twilight: weekday (Times Vary)		
	with cart	$20.20	
	walking	$11.00	
	Twilight: weekend (Times Vary)		
	no cart	$19.25	
	with cart	$28.24	
	Super Twilight: weekend (Times Vary)		
	with cart	$22.20	
	walking	$11.00	
	Single Annual Membership:		
	Walking	$1,344.47	
	with Trail fee	$2,086.41	
	with Cart	$2,166.37	
	with Trail + Shed	$2,500.40	
	Couple's Annual Membership:		
	Walking	$2,016.70	
	with Trail fee	$2,758.64	
	with Cart	$3,204.58	
	with Trail + Shed	$3,172.63	
	Junior/Senior Single Annual Membership:		
	Walking (5 days/week)	$712.07	
	Walking (7 days/week)	$1,008.35	
	Senior w/ cart (5 days/week)	$1,533.39	
	Senior w/ cart (7 days/week)	$1,829.97	
	Senior w/ trail (5 days/week)	$1,263.54	
	Senior w/ trail (7 days/week)	$1,750.29	
	with Trail + Shed (5 days/week)	$1,677.53	
	with Trail + Shed (7 days/week)	$2,164.29	
	Senior Couple's Annual Membership:		
	Walking (5 days/week)	$1,068.11	
	with Trail (5 days/week)	$1,619.58	
	with Trail (7days/week)	$2,254.47	
	with Cart (5 days/week)	$2,300.53	
	with Cart (7 days/week)	$2,744.95	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	with Trail + Shed (5 days/week)	$2,033.58	
	with Trail + Shed (5 days/week)	$2,668.46	
	Driving range - large basket	$12.00	
	Driving range - medium basket	$8.00	
	Driving range - small basket	$4.00	
	Driving range - 25% discount for junior/ senior		
	Junior Summer Pass (includes range and golf)	$281.45	
	Lessons	Set by the instructor	
MUNICIPAL COURT	~~Court Building Security Fund Fee~~	~~$3.00~~	*Repealed by amending state law. Now included in Local Consolidated Fee*
	~~Court Technology Fund Fee~~	~~$4.00~~	*Repealed by amending state law. Now included in Local Consolidated Fee*
	~~Both fees are added to every citation that is filed in the court with the exception of parking violations.~~		
	Child Safety Fund Fee - assessed on parking violations	$5.00	
	Local Consolidated Fee		$14.00
	In accordance with Local Government Code Sec. 134.103(a) . Fee is assessed on conviction of nonjailable misdemeanor offenses, including an offense related to a pedestrian or parking violations. Local Government Code Sec. 134.103(a).		
	Court Cost for Defensive Driving:		
	Regular citation	$109.00	$144.00
	Offense in school zone	$134.00	$169.00
	Warrant Fee - executing or processing a warrant, capias, or capias pro fine.	$50.00	
	Filing fee for appeal of determination of hearing officer regarding parking violation	$5.00	
Teen Court Fee	Administrative court fee	$20.00	
PARKS AND RECREATION			
Parks	~~Athletic field marking, hourly rate - does not include paint~~	~~$20.00~~	
	Athletic field line painting (football, soccer, rugby):		
	Initial setup / layout (no paint) - per field		$150.00
	Line painting - per field		$125.00
	Ball Field Lights (for all field light usage other than official league games)	$20.00/hour per field	
	Bounce House in the Park	$25.00	
	Park Pavilions per four (4) hour time slot	$25.00	
	Pro/Semi pro field use per game/use	$250.00	
	Rose Park Amphitheater per day	$50.00	
	Trash bags if purchased from the City per case	$35.00	
	Vendors in the Park	$30-$50/event/day	
	Use of electrical outlets in parks	$20.00 per use	
	Tournament fee: Per team / per tournament	$25.00	
Aquatics / Adventure Cove	Adventure Cove: 2 and under	No Charge	
	Adventure Cove: Child less than 48" tall	$4.00	
	Adventure Cove: Child / adolescent 48" tall	$6.00	
	Adventure Cove: Adult	$7.00	
	Adventure Cove: Doggie splash day - per dog	$3.00	
	Shallow Water Lifeguard Course - per person	$135.00	
	Swimming lessons: 2 week session	$45.00	
	Adventure Cove Pavilion & Facility Rentals:		
	2 hour rental	$200.00	
	After-hours rental: 2 hours	$600.00	
	After-hours rental: each additional hour	$300.00	
	Adventure Cove: Lifeguard re-certification fee	$75.00	
Recreation	Special events admission fee	up to $50.00	
	Adaptive recreation - For program fees and eligibility guidelines contact Adaptive recreation at (325)676-6575 (in Rose Park)		
	Adaptive recreation Private pay - monthly	$40.00	
	Adaptive recreation non private pay	State agency approved rate based on service level	
	After School Program - per student / week	$15.00	
	Bike race/ride - individual	$35.00	
	Bike race/ride - team	$40.00	
	Bike race/ride - registration day of race additional	$10.00	
	Camps winter break	$50.00	
	Camps spring break	$60.00	
	Carver youth council talent show student	$3.00	
	Carver youth council talent show adult	$5.00	
	Classes: Instructor receives 75% of fee; City of Abilene receives 25% of fee	Price set by instructor	
	Daddy daughter date night per person	$12.00	
	Half marathon individual	$35.00	
	Half marathon team	$40.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Half marathon day of registration - additional	$10.00	
	Heels & wheels duathlon individual	$35.00	
	Heels & wheels duathlon team	$40.00	
	Heels & wheels day of registration - additional	$10.00	
	Leagues youth girls volleyball per person per season	$55.00	
	Leagues youth basketball per person per season	$60.00	
	Leagues youth flag football per person per season	$75.00	
	Leagues adult basketball per person per season	$45.00	
	Leagues adult flag football per team per season	$350.00	
	Leagues adult kickball per person per season	$20.00	
	Leagues adult volleyball per person per season	$45.00	
	Leagues pickleball per person per season	$10.00	
	Leagues spikeball per person per season	$10.00	
	Mayor's Race 1k: 12 and under	$10.00	
	Mayor's Race 5k	$25.00	
	Mayor's Race 10k	$35.00	
	Mother/Son date night per person		$12.00
	Recreation Activity Buildings: Maximum capacity Rose Park Recreation Center = 75 Cobb Recreation Center = 63.		
	A $100.00 damage deposit is required. Admin/User Fee: $5.00		
		Private Non fundraising	
	9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	$135.00	
	9:00 AM - 12:00 AM per activity	$175.00	
		Non Profit fundraising	
	9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	$150.00	
	9:00 AM - 12:00 AM per activity	$250.00	
		Commercial fundraising	
	9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	$175.00	
	9:00 AM - 12:00 AM per activity	$300.00	
	Recreation Center: Rates are hourly. A $100.00 damage deposit is payable at the time the reservation is made. Admin/ User Fee: $5.00		
	Private, non-fundraising per hour	$35.00	
	Non-profit, fundraising per hour	$45.00	
	Commercial, fundraising per hour	$60.00	
	Summer playground program:		
	1 Week Session / per child / per program	$45.00	
	2 Week Session / per child / per program	$80.00	
	TAAF Flag Football: Per team	$350.00	
	TAAF Track Meet admission fee: per person	$5.00	
	Wellness Jamboree: Vendor booth fee for first come/first serve area	$50.00	
	Wellness Jamboree: Vendor booth fee for premium booth locations	$100.00	
	Wellness Jamboree: Admission fee	No Charge	
Tennis	Tennis center: juniors membership fee annual	$75.00	
	Tennis center: adults membership fee annual	$100.00	
	Tennis center: family membership fee annual	$150.00	
	Tennis center court fee	No Charge	
	Membership benefits include 3 day advance reservation on courts and ball machine and price break on lesson		
	Tennis center court fee non-member	$2.50/person	
	Tennis center ball machine hourly rate non member	$10.00-$15.00	
	Tennis center ball machine rental rate and privileges - Hourly rate (members)	$10.00	
	Tennis center ball machine rental rate and privileges - Hourly rate (non-members)	$15.00	
	Tennis center ball machine - Yearly registration	$100.00	
	Tennis tournament fee	$15-$50	
Senior Services	**Senior Services activity rental:** a $100.00 damage deposit will be required for the rental of these facilities		
	Grand Ball Room (includes the use of 140 stack chairs)		
	Full-day rental 9:00 AM - 11:00 PM	$425.00	
	Half-day rental 7 hour time frame (your choice)		
	Between 9:00 AM and 11:00 PM	$300.00	
	Dining Room (includes use of 40-3'x3' tables and 180 stack chairs and patio)		
	Full-day rental 9:00 AM - 11:00 PM	$425.00	
	Half-day rental 7 hour time frame (your choice)		
	Between 9:00 AM and 11:00 PM	$300.00	
	Senior lunch fee: under the age of 60	$3.50	
	Senior dances admission fee	$6.00	
	Senior special events admission fee	up to $45.00	
	Senior talent show admission fee	$5.00	
	Senior Thursday night weekly dance	$5.00	
	Special events may be added upon approval of the City Manager or his designee		

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
PLANNING	Board of Adjustment Filing/Application Fees	$400.00	
Planning Infill Development Incentive	Projects located within the designated "infill area" are eligible for a fee reduction of 50% in accordance with the City's Infill Development Strategy. This does not apply to any portion of a fee that is based on actual costs to the City, such as filing plats, photocopies, notifications, etc.		
Planning Ordinances, Minutes, Publications, Reports, Other Documents, Maps	Reports, plans, ordinances, maps and other documents are often available on the city's web site (www.abilenetx.gov) at no charge. In addition, any other actual materials costs will be assessed.	$.10 per page	
	Requests for the creation of maps or other documents not already existing will only be available based on availability of staff	$15.00 per hour, plus the cost of reproduction and/or materials.	
Subdivision	Preliminary development plan	No Charge	
	Plat, preliminary (applicant will also be responsible for actual filing costs)	$500.00*	
	Plat, final (applicant will also be responsible for actual filing costs)	$500.00*	
	Plat, minor (applicant will also be responsible for actual filing costs)	$500.00*	
	Plat, replat (applicant will also be responsible for actual filing costs)	$500.00*	
	Easement release	$400.00	
	Thoroughfare abandonment (based on land value)	$1,500.00**	
	*Plat fees are $500.00 for the first 4 lots, plus $20.00 per lot thereafter		
	** Thoroughfare abandonment fee is 10% of the calculated land value of the ROW area to be abandoned, based on average square footage value of adjacent properties, per the most recent official Appraisal District valuation. Minimum fee is $1,500.00. Any portion over the minimum fee is refundable if the abandonment is not approved.		
	Street name change (applicant also responsible for notification costs)	$800.00	
	Proportionality appeal	$500.00	
	Sidewalk waiver or deviation (plat)	$250.00	
	Sidewalk deferral agreement	$100.00	
	Miscellaneous permit fee is for new permits/processes/applications established by ordinance to be applied until such time that a specific fee is established.	$100.00	
	If a case is withdrawn or delayed at the request of the applicant after notifications have been sent and/or public notice has been posted, the applicant will be responsible for the cost of notifications and re-posting of notice.		
Signs	Sign permit - billboard (based on sign value)	$ 500.00*	
	Sign permit - non-billboard (based on sign value)	$ 200.00*	
	Sign permit - portable	$50.00	
	*Sign permit fee, other than for portable signs, is 2% of the sign value OR the minimum fee noted above, whichever is greater		
Other	Itinerant business permit	$100.00	
	Misc. other permit/application	$100.00	
POLICE			
Other	Fingerprinting services	$10.00	
	Accident reports	$6.00	
	Trailer inspection fee	$40.00	
Records	Admin fee to gather info (if more than 50 pages) per hour	$15.00	
	Arrest report per page	$0.10	
	Certified report	$1.00	
	CD case	$0.50	
	Clearance letter per letter	$5.00	
	DVD	$3.00	
	Non-rewriteable CD (CD-R)	$1.00	
	Overhead charge	20% of labor charge	
	Police reports per page	$0.10	
Vehicle Impoundment Fees	Daily storage fee	$20.00	
	Daily tax	$1.65	
(Set by State Law Occupations Code)	Towing charge	Varies by vehicle	
PUBLIC INFORMATION REQUEST	Pursuant to the Public Information Act, Tex. Gov't Code Chapter 522.2615, if a request for a copy of public information will result in the imposition of a charge that exceeds $40.00, or a request to inspect a paper record will result in the imposition of a charge under 552.271 that exceeds $40.00, the governmental body shall provide the requestor with a written itemized statement that details all estimated charges that will be imposed, including any allowable charges for labor or personnel costs. If an alternative less costly method of viewing the records is available, the statement must include a notice that the requestor may contact the governmental body regarding the alternative method.		
(State Regulated)	The basic charge for copies of public information is currently $.10 per page, $3.00 per DVD, and $1.00 per CD. Voluminous requests may also result in personnel costs, currently a flat rate of $15.00 per hour, and overhead, charged at 20% of the total personnel costs for the request. The Office of the Attorney General has published a handbook interpreting the Texas Public Information Act.		

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
PUBLIC RIGHT-OF-WAYS			
Franchise Fees	Cable Television:		
	Initial franchise application and review fee	$5,000.00	
	Franchise renewal application and review fee	$1,000.00	
	Cable Television Franchise Fee	5% of grantee's gross revenues	
	Electric	.001116¢ per kilowatt-hour of services delivered	
	Gas	5% of grantee's gross revenues	
	Non-Emergency Ambulance Transfer Service:		
	Franchise fee for non-emergency ambulance transfer service is 3.5% of the total amount billed for ambulance services fees and other income derived from operations within the City.	3.5% of billings for services fees & other income	
	Note: only collected if city is requested to financially subsidize the operation of ambulance service within the city.		
	Telecommunications	set by the Public Utility Commission of Texas	
	Underground Encroachments:		
	Franchise fee for subsurface structure under public property	$.02 per cubic foot / annual	
	Sidewalk elevator or lift	$100 / annual	
Wireless Communication Network Nodes	Permits for use of public right-of-way:		
(State Regulated)	Application fee - $500 deposit per application covering up to 5 network nodes, $250 deposit for each additional network node, and $1,000 deposit per pole.	Actual cost to process	
	*A $500 deposit is required at the time of application. The actual application fee will vary and is based on the actual direct costs incurred by the City to process the application, not to exceed the amounts stated in Local Government Code Sec. 284.156.		
	Public Right-of-Way rates:		
	Use of public right-of-way (per installed network node)	$250 / annual	
	Transport facilities charge (monthly rate per connected network node)*	$28 / month	
	**charge is in addition to the annual use of public right-of-way charge*		
	Collocation of network nodes on service poles (per service pole)	$20 / annual	
RECYCLING	Amounts shown include $.0825 sales tax		
Mulch	Mulch self loaded by resident	No Charge	
	Loaded by City staff (per yard)	$4.00	
	10, 20, 30 40 yards inside City limits (per yd.)	$4.00	
	Delivery charge	$200.00	
	Bagged - approx 2 cu ft		
	Wholesale (for commercial use)	$1.00 per bag	
	Retail	$1.50 per bag	
Cardboard Collection Services	Sales tax is extra on services		
	Cardboard recycling 8 yard container:		
	One a week collection per month	$65.00	
	Two a week collection per month	$100.00	
	Three a week collection per month	$135.00	
	Each additional collection at same site	$35.00	
	Recycle 40 yard Cardboard monthly	$866.67	
	Each additional collection at same site	$200.00	
Freon Units/Other Appliances	No tax		
	Residential Freon unit - 1st unit	No Charge	
	Residential Freon unit - 2nd unit	$5.00	
	Commercial Freon unit	$5.00	
	Commercial other appliances	$2.50	
Ground Glass	Sales tax is extra on services		
	Loaded by customer	No Charge	
	Bulk loaded by City staff (per yd.)	$4.00	
Regrind Mulch	Amounts shown include $.0825 sales tax		
	Prices are per yard.		
	Mulch self loaded by resident 1 yard or less	No Charge	
	10, 20, 30, 40 yds.		
	Premium $6.00 /yd Fine $10.00 /yd		
	Delivery charge	$200.00	
	Bagged - regrind per bag - approx 2 cu ft	$1.50	
	Wholesale (for commercial use): Premium $1.50 per bag Fine $2.00 per bag		
	Retail: Premium $2.00 per bag Fine $2.50 per bag		
Tires	No sales tax		
	Rim size		
	13" - 14" (with rim add $3.00)	$1.00	
	15" - 16" (with rim add $3.00)	$2.00	
	Truck (with rim add $5.00)	$5.00	
	Farm (no rims accepted)	$10.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
Other	Per Delivery to Recycler	$200.00	
	Brush Center Commercial Fee	$30.00 per load	
ROAD HUMPS	Application fee Those requesting road humps are responsible for the installation cost of the road humps, notifications costs, and associated signs and markings. Cost per hump varies. Call Traffic Engineering for an estimate.	$100.00	
SCOOTER & BICYCLE SHARING	Scooter & Bicycle Sharing Permit:		
	Initial permit (24 months)	$1,500.00	
	Renewal permit fee (12 months)	$750.00	
SOLICITATION PERMIT	Application permit fee (30 days)	$50.00	
	For each additional solicitor/worker	$10.00	
	Yearly application fee (local business only)	$100.00	
	Yearly fee for each additional solicitor/worker	$10.00	
SOLID WASTE	Sales tax is extra on services		
	Environmental charge per month all accounts	$1.80	
	Infrastructure charge of $1.50 per month is included in all monthly rates.		
Residential			
	Regular collection services monthly charge	$18.11	
	Carry-Out Service (no new customers accepted)		
	10-50 feet	$27.45	
	50-100 feet	$48.25	
	100-150 feet	$69.05	
Commercial	Minimum charge of $17.00 per month for Commercial accounts		
Frontloader Services	Two times per week collection:		
	2 yard container per month	$44.83	
	3 yard container per month	$66.02	
	4 yard container per month	$90.73	
	6 yard container per month	$123.87	
	8 yard container per month	$158.19	
	2 yard compacter per month	$81.45	
	8 yard compactor per month	$204.17	
	4 times per week collection:		
	2 yard container per month	$91.86	
	3 yard container per month	$138.91	
	4 yard container per month	$189.38	
	6 yard container per month	$258.02	
	8 yard container per month	$329.00	
	Environmental charge per month	$1.80	
	Infrastructure charge of $1.50 per month is included in all monthly rates.		
Extra Collections	On regular route:		
	2 yard container	$20.79	
	3 or 4 yard container	$33.42	
	6 or 8 yard container	$41.60	
	Off regular route:		
	2 yard container	$28.89	
	3 or 4 yard container	$50.85	
	6 or 8 yard container	$60.09	
Stationary Compactor Service			

	City-Owned Unit*		Privately-Owned		
	30 Yd.	40 Yd.	20 yd.	30 Yd.	40 Yd.
Collections per week 1	$1504.04	$1771.29	$1035.97	$1302.85	$1567.15
Collections per week 2	2809.12	3341.42	2070.44	2604.20	3132.80
Collections per week 3	4113.20	4911.55	3104.91	3905.55	4702.95
Collections per week 4	5417.28	6481.68	4139.38	5206.90	6270.10

	*Includes $200.95 per month rental rate	
Other Monthly	30 Yd. Compactor with Turn Charge - 1 collection per week	$1,550.36
	34 Yd. Compactor with Turn Charge - 1 collection per week	$1,816.61
Extra Collections		
	20 yard container	$268.52
	30 yard container	$336.50
	40 yard container	$405.61
On Call Service		

	City-Owned Unit *		Privately-Owned		
	30 Yd.	40 Yd.	20 yd.	30 Yd.	40 Yd.
	$336.50	$405.61	$268.52	$336.50	$405.61

	*$200.95 per month rental rate separate charge	
Compactors for Recycle Only	City-Owned Unit Rental Rate	$200.95
	Per Delivery to Recycler	$200.00
	Privately-Owned Unit	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Per Delivery to Recycler	$200.00	
Turning Charge	Per Collection	$45.32	
Roll-Off Open Scheduled	Per Week 20 yd. 30yd 40 yd.		
	1 ~~$1021.25~~ $1031.25 ~~$1281.84~~ $1291.84 ~~$1540.37~~ $1550.37		
	2 ~~2040.95~~ $2050.95 ~~2562.13~~ $2572.13 ~~3078.77~~ 3088.77		
	3 ~~3060.00~~ $3070.00 ~~3842.43~~ $3852.43 ~~4617.39~~ 4627.39		
Roll-Off Non Scheduled			
	Container Size	Per Collection	
	20 yard	$265.12	$275.12
	30 yard	$331.97	$341.97
	40 yard	$398.82	$408.82
Roll-Off Non-Scheduled (short term)	Size Charge Daily Rental Per Collection Charge		
	20/30/40 yard ~~$46.45~~ $56.45 $3.47 $200.00 haul+$28.89 per ton		
Open Top Containers	Permanent per month	$174.89	
Commercial Sideloader	90 gallon	$26.80	
(emptied 2 times per week)	300 gallon	$54.82	
	300 gallon shared by 2 com. Each	$28.18	
	300 gallon shared by 3 com. Each	$19.27	
	300 gallon shared by 1 com. & 1 res.	$28.18 & $18.11	
Brush and Bulky	Knuckle boom truck - city crew loading service per load	$76.27	
	Rear loader truck - city crew loading per hour	$46.45	
Container Exchange/Refurbishment	100 or 300 gallon	$33.99	
	2 yard	$50.98	
	3 yard	$62.31	
	4 yard	$81.58	
	6 yard	$99.70	
	8 yard	$118.96	
Special Event Service	90 gallon per cart per dump	$2.72	
	300 gallon per container per dump	$6.19	
	4 cubic yard per container per dump	$33.51	
	8 cubic yard per container per dump	$41.60	
	20 cubic yard per container per dump	$268.52	
	30 cubic yard per container per dump	$336.50	
	40 cubic yard per container per dump	$405.61	
	Flatbed truck per load	$75.91	
Other	Daily rental	$3.47	
	Haul fee	$200.00	
	Return service fee	$46.45	
	Set fee	$46.45	
	Special manifest loads	$14.75 per cubic yard	
	Wash container	$67.98	
SPECIAL EVENT AND STREET USE LICENSE	Category A : no control over the street; pre-approved route; not in Downtown Area	$25.00	
	Category B: less than 24 hours in duration; requiring control of local/minor streets; in Downtown Area	$50.00	
	Category C: multiple day event or major impact; requiring control streets; in Downtown Area	$100.00	
	Parades: closed streets, approved route in the Downtown Area	$200.00	
	Street Use License: any other private use upon any public street, alley, sidewalk, or public way	$300.00	
	Pipeline Payment Street Use License: pipelines, gas, oil, or other hydrocarbons	Per rod price as negotiated	
STORMWATER SERVICES	Stormwater utility rates are included on users monthly water bill and are shown on this schedule under Water Bill Commercial or Water Bill Residential, as appropriate.		
	RESIDENTIAL		
	Tier 1 < = 1,280 square feet	$2.53	
	Tier 2 1,281 to 2,880 square feet	$3.33	
	Tier 3 2,881 - 3,500	$4.01	
	Tier 4 > 3,500 square feet	$4.88	
	COMMERCIAL		
	minimum rate	$6.18	
	per square foot	$0.00068	
	maximum rate	$61.75	
	Environmental Charge - Stormwater	$1.05	
STREETS	Estimate fee	$25.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Items listed below are invoiced at the actual cost of materials and labor in effect at the time of service. Please contact the Street Services division at 676-6045 for current prices.		
	Hot mix asphalt (ton)	actual cost	
	Base (cu. yd.)	actual cost	
	Grade #6	actual cost	
	CBS-1 (gallon)	actual cost	
	Clean up (ton)	actual cost	
	Saw blade	actual cost	
Street or Alley Excavations	Items listed below are invoiced at the actual cost of materials and labor in effect at the time of service. Please contact the Street Services division at 676-6045 for current prices.	Base Cost	
	#1 Base repair in alley - plumber's ditch up to 12 cu. yds./ditch (plumber backfill & cleanup)	actual cost	
	#2 Base repair in alley - plumbers ditch up to 12 cu. yds./ditch (City backfill &	actual cost	
	#3 Base & asphalt repair to street or alley - plumber's ditch up to 12 cu. yds./ditch. Hot mix asphalt, includes saw blade charge (plumber's backfill & cleanup)	actual cost	
	#4 Base & asphalt repair to street or alley - plumber's ditch up to 12 cu. yds./ditch. Hot mix asphalt, includes saw blade charge (City backfill & cleanup)	actual cost	
Street Maintenance Fee	Residential - monthly charge		
	R1 Single Family Residence	$6.75 per non-irrigation meter	
	MF Multifamily	$6.00 per dwelling unit	
	LM1 Low-Moderate Income	$1.75 per non-irrigation meter	
	Persons who make 50% or less of the median family income as defined by the City's Office of Neighborhood Services are eligible to pay the reduced Low-to Moderate-Income (LM1) rate. Applications for LM1 rate reduction are available at www.abilenetx.gov or call 325-437-4576.		
	Commercial - monthly charge		
	C1 Base Trip Rate 0.00 to 4.99	$25.00	
	C2 Base Trip Rate 5.00 to 14.99	$35.00	
	C3 Base Trip Rate 15.00 to 49.99	$45.00	
	C4 Base Trip Rate 50.00 to 199.99	$55.00	
	C5 Base Trip Rate 200.00 to 999.99	$65.00	
	C6 Base Trip Rate 1,000 or greater	$75.00	
	See City of Abilene Ordinance No. 35-2018, Exhibit A available at www.abilenetx.gov for how base trip rate is determined.		
TAXI/LIMO LICENSE PERMIT	Owner License Fee (Yearly)	$100.00	
	Vehicle permit (Per Vehicle)	$25.00	
	Driver permit (Per Driver)	$25.00	
	Replacement Fee	$5.00	
TRAFFIC & TRANSPORTATION	City Ordinance Parking violations:		
Parking	*Amounts listed below are the minimum fines, unless ~~higher amounts are required by state law or~~ a lesser amount is determined by the hearing officer or municipal court clerk or so designated deputy. Parking citations listed below include $14 Local Consolidated Fee and $5 Child Safety Fund fee (see Municipal Court section). Fees subject to change in accordance with state law.		
	Exceeding posted time limit, first offense within 30-day period	$5.00	$25.00
	Exceeding posted time limit, second offense within 30-day period	$25.00	$45.00
	Exceeding posted time limit, third offense within 30-day period	$50.00	$70.00
	Exceeding posted time limit, fourth and all subsequent offenses within 30-day period	$100.00	$120.00
	On an expired meter	$5.00	$25.00
	Parking in a school zone, first offense	$25.00	$45.00
	Parking in a school zone, second offense	$55.00	$70.00
	Parking in a school zone, third offense	$80.00	$95.00
	Parking in a red zone	$200.00	$225.00
	All other parking violations	$20.00	$40.00
	Note: Parking citations unanswered for more 10 days are considered delinquent and become twice the amounts specified above. Fines are not to exceed $500.00 for each offense.		
	Boot fee	$25.00	
	Construction parking permit: Per vehicle per day (Monday-Friday)	$3.00	
	Parking lot lease: Each space, per month varies by lot	$10.00 to $20.00	
	Parking meters: Per minute	$0.10	
Resident Only Parking Program	Application fee	$50.00	
	Installation of Resident Parking Only sign, each	$200.00	
	Resident Only Parking Permit, each	$5.00	
	Guest pass, each	$5.00	
	Replacement Parking Permit	$5.00	
Tree Trimming	Administrative fee	$250.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
Housing Moving Permit	House moving permit	$200.00	
	If passing under a traffic control device per permit	add $50.00	
	If a traffic control device must be moved	add $150.00	
	After hours and Saturdays	add $160.00	
	Rescheduling Fee	$100.00	
	Failure to procure permit	$500.00	
	No moving permits granted for Sundays		
WATER	Service to all domestic housing of three units or less.		
Residential (service to all domestic housing of three units or less)	Customer Service Charge	Based on Meter Size*	
Water	5/8 or 3/4	$15.25 min. per month	
	1 inch	$23.00	
	1 1/2 inch	$42.75	
	2 inch	$71.00	
	3 inch	$134.00	
	4 inch	$201.25	
	6 inch	$373.75	
	8 inch	$606.75	
	10 inch	$818.25	
	First 6,000 gallons per thousand gallons	$3.05	$3.10
	7,000 - 15,000 gallons per thousand gallons	$5.20	$5.25
	Over 15,000 gallons per thousand gallons	$7.20	$7.25
	+ O.H. Ivie Charge ... $0.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption		
Sewer			
	Customer Service Charge	$12.50 minimum	$13.00 minimum
	First 10,000 gallons per thousand gallons	$1.70	$1.85
	Over 10,000 gallons	No Charge	
Environmental	All Accounts per account	$2.85	
	This fee supports the Stormwater Services and the Solid Waste Environmental Program ($1.05 to Stormwater Services and $1.80 to Solid Waste)		
Commercial (business operations and residential housing with four units or more)	Customer Service Charge	Based on Meter Size*	
	5/8 or 3/4	$15.25 min. per month	
	1 inch	$23.00	
	1 1/2 inch	$42.75	
	2 inch	$71.00	
	3 inch	$134.00	
	4 inch	$201.25	
	6 inch	$373.75	
	8 inch	$606.75	
	10 inch	$818.25	
	All consumption per thousand gallons ~~(Two Tier Rate Structure eliminated effective 11/1/2019)~~	$5.20	$5.25
	+ O.H. Ivie Charge ... $0.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption		
Sewer	Customer Service Charge	$12.50 minimum	$13.00 minimum
	All use per thousand gallons	$1.70	$1.85
Environmental	All Accounts per account	$2.85	
	This fee supports the Stormwater Services and the Solid Waste Environmental Program ($1.05 to Stormwater Services and $1.80 to Solid Waste)		
Industrial, Manufacturing and Institutions	Customer Service Charge	Based on Meter Size*	
	5/8 or 3/4	$15.25 min. per month	
	1 inch	$23.00	
	1 1/2 inch	$42.75	
	2 inch	$71.00	
	3 inch	$134.00	
	4 inch	$201.25	
	6 inch	$373.75	
	8 inch	$606.75	
	10 inch	$818.25	
	All consumption per thousand gallons	$4.22	$4.32
	+ O.H. Ivie Charge ... $0.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption		
Sewer	Customer Service Charge	$12.50 minimum	$13.00 minimum
	All use per thousand gallons	$1.70	$1.85
Surcharge Rate:	B.O.D. per pound	$0.091	
	T.S.S. per pound	$0.067	
	F.O.G. per pound	$0.091	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
Wholesale Water (Contract)	All consumption per thousand gallons ~~(Wholesale Rate is twice the Residential Tier 1 Rate effective 11/1/2019)~~	$6.10	$6.20
	+ O.H. Ivie Charge ... $0.60 per thousand gallons		
Environmental	All Accounts per account	$2.85	
	This fee supports the Stormwater Services and the Solid Waste Environmental Program ($1.05 to Stormwater Services and $1.80 to Solid Waste)		
Multiple Housing Units	Multiple Housing Units: When more than two living or business units are supplied through one meter, each additional living or business unit will be charged two dollars and eighty-five cents ($2.85). No credit shall be allowed for vacant or unoccupied units if the utility account remains active.		
Fire Line Sprinkler System	$2.00 per inch in diameter of service connection		
Water Bill	Set up fee $60.00		
Construction Water	Construction Water all use per thousand gallons	$6.16	$6.31
	+ O. H. Ivie Charge ... $.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption.		
Yard Meter	Yard meters all use per thousand gallons	$6.16	$6.31
	+ O. H. Ivie Charge ... $.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption.		
Pro Rata Charge for Water and Sewer Line Connection			
Sewer	Installed prior to June 30, 1981 per frontage foot	$2.25	
	Installed after June 30, 1981 per frontage foot	$4.00	
Water	Installed prior to June 30, 1981 per frontage foot	$3.25	
	Installed after June 30, 1981 per frontage foot	$5.00	
	The basis for determining footage amounts is described in Chapter 32 of the Municipal Code		
Water Bill	Note: A plumbing permit must be issued by Building Inspection prior to payment of the tap fee.		
Tap Fees	New taps:		
	3/4 inch	$500.00	
	1 inch	$550.00	
	1-1/2 inch	$775.00	
	2 inch and larger	Actual cost of installation	
	Replacement tap credit:		
	3/4 inch	$20.00	
	1 inch	$40.00	
	1-1/2 inch	$100.00	
Service Charges	New service	$25.00	
	Transfer service	$17.50	
	Temporary service	$10.00	
	Delinquent on	$25.00	
	Illegal consumption	$50.00	
	Re-read meter	$10.00	
	Return check charge (per account)	$30.00	
	Meter test	$25.00	
Deposits	Deposits may be required based on payment history and/or credit worthiness		
Water Analysis Fees	~~Alkalinity~~		
	Total by titration Alk(T)	$10.00	
	Carbonate/bicarbonate by titration Alk (C)	$10.00	
	~~Ammonia~~		
	Nitrogen (NH_3-N) (by ISE)	$12.00	
	Nitrogen (NH_3-N) (Distilled)	$37.00	
	Anion Scan by EPA 300.0A		
	Fluoride (F-), Chloride (Cl-), Nitrite (NO_2-N),	$75.00	
	Nitrite (NO_3-N), Bromide (Br-),		
	Ortho-Phosphate (PO_4-P)(O), Sulfate (SO_4^{2-})		
	~~Bacteria~~		
	E Coli	$25.00	
	Enterococci (Enteros)	$50.00	
	Fecal Coliform (FC)	$15.00	
	Fecal Sludge	$50.00	
	Fecal Strep(FS)	$25.00	
	Heterotropic Plate Count (HPC)	$15.00	
	Micro Exam	$75.00	
	Total Coliform (TC)	$15.00	
	Total Coliform/E Coli by SM9223B	$20.00	
	Bromate	$60.00	
	Biochemical Oxygen Demand (BOD)	$30.00	
	Bromide (Br-)	$25.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Carbonaceous Biochemical Oxygen Demand (CBOD)	$30.00	
	Calcium Carbonate Saturation Index (CCPP)	$80.00	
	Caustic (Sodium Hydroxide) %	$15.00	
	Chloral Hydrate by EPA 551.1 (CH)	$100.00	
	Chlorine Demand (demand)	$100.00	
	Chlorate	$50.00	
	Chlorine Residual by Titration (Cl_2)	$15.00	
	by Amperometric Titration (Cl_2)	$15.00	
	Chloride (Cl-) by Titration	$15.00	
	Chloride(Cl-) by Ion Chromatograph	$25.00	
	Chlorite	$50.00	
	Chemical Oxygen Demand (COD)	$30.00	
	Conductivity (Cond)	$10.00	
	Color		
	~~Apparent~~	~~$15.00~~	
	TRUE	$50.00	
	Cyanide (Total and Amenable) (CN-)	$50.00	
	Dissolved organic carbon (DOC)	$55.00	
	Dissolved Oxygen (DO) by ISE or Winkler	$15.00	
	Fluoride (F-) by ISE	$15.00	
	Free oil and grease - no soils - by EPA 1664 (HEM) (ask about bottle and sample size)	$50.00	
	~~General Chemical~~		
	pH, Alkalinity (Alk-T), Hardness, Conductivity,	$55.00	
	Chloride (Cl-), Sulfate (SO_4^{2-}), Nitrate (NO_3-N)		
	Haloacetic Nitriles by EPA 551.1 (HANs)	$100.00	
	Hardness by titration	$12.00	
	Hardness by calculation	$54.00	
	Inorganic Disinfection by-products	$125.00	
	Iodide	$10.00	
	Langier Saturation Index (LSI)	$80.00	
	Mercury (Cold Vapor by AAS) EPA 245.1 (Hg)	$50.00	
	Mercury by EPA 245.7	$75.00	
	Metals (Total) Digested (each)	$25.00	
	Five or more (each)	$12.00	
	Dissolved) Soluble (each)	$20.00	
	Five or more (each)	$12.00	
	~~Metal Scan~~		
	~~Dissolved (D)~~ Metal Scan - Dissolved	$100.00	
	~~Total (T)~~ Metal Scan - Total	$125.00	
	~~Nitrate-Nitrogen by ISE (NO_3-N)~~	~~$15.00~~	
	~~(by request only! Sample must have low chlorides)~~		
	~~Nitrite-Nitrogen by ISE (NO_2-N)~~	~~$15.00~~	
	~~(by request only! Sample must have low chlorides)~~		
	~~Nitrite-Nitrogen by SM 4500 (NO_2-N)~~	~~$20.00~~	
	Nitrate by SM 4500-NO_3 F		$20.00
	Nitrite by SM 4500-NO_3 F		$20.00
	Nitrate and Nitrite by SM 4500-NO_3 F (NAP only)		$30.00
	Nitrate and Nitrite by SM 4500-NO_3 F (non-NAP)		$35.00
	NOx by SM 4500-NO3 F		$30.00
	Nitrate and Nitrite by EPA 300.0 A (NAP only)		$30.00
	NOx by EPA 300.0 A		$30.00
	Nitrate by Ion Chromatograph	$25.00	
	Nitrite by Ion Chromatograph	$25.00	
	pH	$10.00	
	Percent Geometric Mean (% Geometric Mean)	No charge	
	No charge when run with TS and FC analysis		
	Phosphorus, Total (P) ((PO_4-P)(T)))	$20.00	$25.00
	Ortho-phosphate (PO_4-P(O))	$15.00	$20.00
	Phosphorus, Total (P) ((PO4-P)(T))) by SM 4500-P F		$25.00
	Ortho-phosphate (PO4-P(O)) by SM 4500-P F		$20.00
	Settleable Solids (SS)	$5.00	
	Sodium Adsorption Ratio (SAR)	$80.00	
	Sulfate (SO_4^{2-})	$20.00	
	Sulfate by Ion Chromatograph	$25.00	
	Sulfide (S^{2-})	$20.00	
	Special sample preparations	$25.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Applies to soils and samples that must be pre-treated before the normal analysis can begin)		
	Specific gravity by Spindle Hydrometer (SPGR)	$15.00	
	Specific ultraviolet absorption (SUVA)	$75.00	
	Thermometer Calibration (3 Calibration Points)	$25.00	
	Total dissolved solids gravimetric - dried (TDS)	$15.00	
	by calculation (TDS)	$10.00	
	Total Kjeldahl Nitrogen (TKN)	$50.00	
	Total Organic Carbon (TOC)	$55.00	
	Total oxidants	$15.00	
	Total petroleum hydrocarbon - no soils (TPH)	$60.00	
	(ask about bottle & sample size)		
	Total solids (TS)	$15.00	
	Total suspended solids (TSS)	$15.00	
	Total Trihalomethanes (TTHMS)	$100.00	
	(THM) formation potential	$125.00	
	Total volatile solids (TVS)	$15.00	
	Total volatile suspended solids (TVSS)	$15.00	
	Turbidity	$10.00	
	UV-absorbing organic constituents (UV-254)	$15.00	
	Water Testing Supplies		
	E Coli Plates	$1.00	
	Phosphate Buffer	$5.00	
	Alkalinity Titrant	$10.00	
	FAS	$10.00	
	DPD	$5.00	
Water Restriction Penalties	Year-Round Water Use Management/Stage 1 Water Alert:		
Water Conservation Plan	First Offense: Minimum	$50.00	
	Second Offense: Minimum	$75.00	
	Subsequent Offenses: Minimum	$250.00	
	Stage 2 Water Warning:		
	First Offense: Minimum	$100.00	
	Second Offense: Minimum	$150.00	
	Subsequent Offenses: Minimum	$500.00	
	Stage 3 Water Emergency:		
	First Offense: Minimum	$250.00	
	Second Offense: Minimum	$500.00	
	Subsequent Offenses: Minimum	$1,000.00	
	Surcharges for non-compliance with water use reduction (Commercial & Industrial):		
	First 5,000 gallons over allowed amount - 1st occurrence	$5.00 per 1,000 gallons	
	First 5,000 gallons over allowed amount - 2nd occurrence	$10.00 per 1,000 gallons	
	Next 5,000 gallons - 1st occurrence	$10.00 per 1,000 gallons	
	Next 5,000 gallons - 2nd occurrence	$20.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 1st occurrence	$20.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 2nd occurrence	$30.00 per 1,000 gallons	
	Reconnect fee if water turned off for above non-compliance	$250.00	
	Reconnect fee for failure to pay the surcharge	$250.00	
	Stage 4 Water Crisis:		
	First Offense: Minimum	$250.00	
	Second Offense: Minimum	$500.00	
	Subsequent Offenses: Minimum	$1,000.00	
	Surcharges for non-compliance with water use reduction (Commercial & Industrial):		
	First 5,000 gallons over allowed amount - 1st occurrence	$10.00 per 1,000 gallons	
	First 5,000 gallons over allowed amount - 2nd occurrence	$20.00 per 1,000 gallons	
	Next 5,000 gallons - 1st occurrence	$20.00 per 1,000 gallons	
	Next 5,000 gallons - 2nd occurrence	$40.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 1st occurrence	$30.00 per 1,000 gallons	
	For higher usage, per 1,000 gallons - 2nd occurrence	$60.00 per 1,000 gallons	
	Reconnect fee if water turned off for above non-compliance	$500.00	
	Reconnect fee for failure to pay the surcharge	$250.00	
	Year-Round Use and All Stages:		
	Failure to pay penalty: which can be applied to water bill	$250.00	
	Reconnect fee for repeated violations of the plan	$500.00	
	Fraudulent misrepresentation of well water use:	$500.00	
	Filing fee for administrative appeal of determination by hearing officer	$10.00	
	Report misuse by calling the Water Office at 676-6000.		
ZONING	Zone change request	$1,500.00	
	Planned Development District	$2,000.00	
	Planned Development District, amendment	$1,000.00	
	Historic Overlay Request	$50.00	

EXHIBIT D

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Site plan	$500.00	
	Minor site plan	$250.00	
	Zoning determination/verification letter	$100.00	
	Voluntary annexation	$600.00	
	Landmarks Commission application	$50.00	
	Appeal to City Council	$250.00	
	Airport zoning development permit	No charge	
	Sidewalk waiver or deviation (site plan)	$250.00	
	Misc. Zoning-related application	$100.00	
ZOO	Admission:		
	Adults (ages 13 - 59)	$8.00	$10.00
	Seniors (age 60+)	$7.00	$9.00
	Children (ages 3 - 12)	$5.50	$7.00
	Children under 3	Free	
	Group Rates: (groups of 10 or more)		
	Children (ages 3 - 12)	$4.50	$6.50
	Adults (ages 13 - 59)	$6.00	$8.00
	Seniors (ages 60+)	$5.50	$7.50

City Council
Agenda Memo

City Council Meeting Date: 7/23/2020

TO: **Honorable Mayor and City Council Members**

FROM: **Stanley Smith, City Attorney**

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

GENERAL INFORMATION

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

A. 551.071 (Consultation with Attorney)

1. **Ruby Flores and Cory Almanza v. Jesus Verastegui, Alfredo Verastegui, Rosalva Verastegui, and City of Abilene, Cause No. 49368-A, 42nd District Court, Abilene, Taylor County, Texas, filed April 13, 2016**
2. **Robert Steven Reitz v. City of Abilene, Texas, et al., Case No. 1:16-cv-00181-BL; In the U.S. District Court, Northern District of Texas, Abilene Division, filed October 10, 2016**
3. **Officer Patrick Sumrall and City of Abilene, Case No. 01-18-000-8653; Appeal of Indefinite Suspension to Arbitration, filed February 6, 2018**
4. **Alfredo Valencia v. Corey Davis and City of Abilene; Case No. 1:19-cv-00017-C; In the United States District Court, Northern District of Texas, Abilene Division, filed February 4, 2019.**
5. **City of Abilene v. Patrick Sumrall; Cause No. 27,733-B, In the 104th Judicial District Court, Taylor County, Texas, filed May 28, 2019**
6. **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**
7. **City of Abilene, Texas and Garfield Public/Private LLC v. Ken Paxton, Attorney General of Texas; Cause No. D-1-GN-20-000900, In the 261st Judicial District Court,**

Travis County, Texas, filed February 13, 2020

8. **Chandler Brooks v. Taylor County, et al.; Civil Action No. 1:20-cv-00049, In the United States District Court, Northern District of Texas, Abilene Division; filed March 5, 2020**
9. **Governor's Executive Orders COVID-19**
10. **Claim of Discrimination - Rita Monterrosa**
11. **West Texas Water Partnership**

B. 551.072 (Deliberations about Real Property)

1. **Clyde Water**
2. **T&P Freight Warehouse, 901 North 1st Street, Abilene**

C. 551.073 (Deliberations about Gifts and Donations)

D. 551.074 (Personnel Matters)

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

E. 551.076 (Deliberations about Security Devices)
F.551.087 (Business Prospect/Economic Development)

1. **Abilene Convention Center Hotel Project**

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

None