City of Abilene
City Council Agenda

Shane Price, Council Member Bruce Kreitler, Council Member Kyle McAlister, Council Member Robert Hanna, City Manager	Norm Archibald, Mayor	Anthony Williams, Mayor Pro-tem Jay Hardaway, Council Member Steve Savage, Council Member Stanley Smith, City Attorney Danette Dunlap, City Secretary

Notice is hereby given of a meeting of the City Council of City of Abilene to be held on Thursday, September 8, 2016 at 8:30 AM at 555 Walnut Street, 2nd Floor Council Chambers, 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.

1. CALL TO ORDER

2. INVOCATION

1. Councilman Williams

3. PLEDGE TO THE UNITED STATES FLAG AND THE TEXAS FLAG

4. PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

1. **Employee Service Awards:**

Brad McGary	Police Lieutenant II	25 Years
Mindy Patterson	Assistant City Manager	25 Years
Mike Perry	Assistant Police Chief	25 Years

5. MINUTES

1. Approval of the Workshop Minutes on August 23rd and the Regular Council Meeting on August 25th 2016.

6. 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.

1. **Ordinance:** *(First Reading)* Proposed Amendment to Code of Ordinances, Chapter 8, Division 4, Section 8-151 Demolition Permit Conditions, and adding Section 8-152 Definitions for "Slab on Grade" and setting a Public Hearing for

September 22, 2016. ***(Schoening)***

2. **Resolution:** Acknowledging and Accepting the 9-1-1 Emergency Communications District Revised FY 2016 and Proposed FY 2017 Budgets. ***(Kidd)***

3. **Resolution:** Authorizing the Cooperative Purchasing Agreement between the City of Cedar Hill, Texas and City of Abilene Texas for EMS Supplies for the Abilene Fire Department. ***(Bell)***

4. **Resolution:** Bid Award **#CB-1667** Water Department Street and Miscellaneous Repair Work 2016-2017. ***(Rice)***

5. **Resolution:** Accepting Airport Improvement Program Grant 46 to the City of Abilene for capital projects at Abilene Regional Airport. ***(Green)***

6. **Resolution:** Award of Contract to Fugro Roadware, Inc. for a Roadway Network Inventory. ***(Rice)***

7. REGULAR AGENDA - ORDINANCES AND PUBLIC HEARINGS - RESOLUTIONS

1. **Resolution:** Authorizing an On Demand Contract Amendment with Jacob & Martin, Ltd for Inspection Services for the Ambler Avenue Water Line Replacement Project. ***(Taylor)***

2. **Resolution & Public Hearing**: Proposed Increases to the fares for all CityLink services; and setting a second public hearing on September 22, 2016. ***(Green)***

3. **Ordinance & Public Hearing**: *(Final Reading)* **Z-2016-33** A request from Taylor County Disabled American Veterans, Chapter 36 to zone property from RS-6 (Single-Family Residential) to RS-6/H (Single-Family Residential/Historic Overlay) zoning, located at 2555 Grape St. ***(Schoening)***

4. **Ordinance & Public Hearing:** *(Final Reading)* **Z-2016-34** A request from Abilene Christian University, agents McMahon, Surovik Suttle, P.C. & Enprotec/Hibbs & Todd Inc., to rezone property from CU/COR (College University/Corridor Overlay) to PD/COR (Planned Development) zoning, located at the northeast & the northwest corners of Ambler Ave & N. Judge Ely Blvd. ***(Schoening)***

5. **Ordinance & Public Hearing:** *(Final Reading)* **Z-2016-35** a request from Mark Huffington, agent Jacob & Martin Ltd. and City of Abilene, to amend PD-32 (Planned Development) specifically by allowing uses permitted in NR (Neighborhood Retail) as well as in O (Office) districts on all properties bordering west and north sides of Hospital Drive. ***(Schoening)***

6. **Ordinance & Public Hearing:** *(Final Reading)* **Z-2016-36** A request from PAK Harris Ltd, agent Kevin Phillips, to rezone property from HC (Heavy Commercial), LI (Light Industrial), & HI (Heavy Industrial) to PD (Planned Development) district, located on the north side of the 900-1500 Blks. of Ben Richey Drive, the south side of the 1100-1400 Blks. of Petroleum Drive, and 4485 S. Treadaway Blvd. ***(Schoening)***

7. **Ordinance & Public Hearing:** *(Final Reading)* **Z-2016-38** A request from Aaron Waldrop, agent Jacob & Martin, to rezone property from AO (Agricultural Open Space) to RS-6 (Single-Family Residential) & MD (Medium Density Residential) zoning, located at the southeast corner of Maple St and

Colony Hill Rd. ***(Schoening)***

8. **Ordinance & Public Hearing:** *(Final Reading)* **TC-2016-01** a request from ACU, agents McMahon, Surovik Suttle, P.C. & Enprotec/Hibbs & Todd Inc., to abandon a triangular segment from the west margin of the right-of-way of ACU Drive at the intersection with N. Judge Ely Blvd. ***(Schoening)***

9. **Ordinance & Public Hearing:** *(Final Reading)* Granting to AEP Texas North Company, its successors and assigns, a non-exclusive right to use and occupy public rights-of-way within the City of Abilene for the Construction and Operation of an Electric Transmission and distribution System. ***(Smith)***

10. **Ordinance & Public Hearing**: *(Final Reading)* Ordinance Adopting Fees and Charges for FY 16-17. ***(Patterson)***

8. BUDGET ORDINANCES

1. **Ordinance & Public Hearing**:
   A) Approving and Adopting the Proposed Budget for Fiscal Year 16-17of $88,912,600.
   B) Acknowledge ("Ratify") that the Adopted Budget will cost more than last year's budget.

   This budget will raise more total property taxes than last year's budget by an amount of $1,606,905, which is a 6.01% increase from last year's budget. Of that amount, $637,944 is tax revenue to be raised from new property added to the tax roll this year. ***(Rains)***

2. **Ordinance & Public Hearing**: *(Final Reading)* on Proposed 2016-17 Tax Rate ***(Rains)***

9. EXECUTIVE SESSION

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, as authorized by Texas Government Code Sections

1. 551.071 (Consultation with Attorney)

The following pending litigation subjects which may be discussed are:
1. City of Abilene, Texas v. Aurora Bumgarner; 104th Judicial District Court, Taylor County, Texas; filed November 17, 2011
2. Chad Carter v. City of Abilene, Texas; Cause No. 10138-D, In the 350th Judicial District Court, Taylor County, Texas, filed June 17, 2014
3. Gary Lee and Marilu Lee Corpian v. City of Abilene, Cause No. 48,766-A in the 42nd District Court, filed August 7, 2014

4. Margarita Mitchell, et al. v. The City of Abilene, et al., filed in the 350th Judicial District Court, Taylor County, Texas, on October 21, 2015
5. Susan Lewis King & Austin King MD vs Ken Paxton, Attorney General of Texas and the City of Abilene. Cause No. D-1-GN-16-001160, filed March 16, 2106.
6. Abilene Matera LLC v. Board of Building Standards for the City of Abilene and City of Abilene, Cause No. 10696-D. March 17, 2016.
7. 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
8. E.G., et al. v. Barry Bond, City of Abilene, and Abilene Independent School District, Case 1:16-cv-00068-BL, U.S. District Court, Northern District, Abilene Division, filed April 28, 2016
9. Gary Corpian and Marilu Lee Corpian v. City of Abilene, Texas, Cause No. 49451-A, In the 42nd Judicial District Court, Taylor County, Texas, filed June 24, 2016
10. Mike Rodriguez, Lauren Rodriguez, Laura Gentry Edwards, Mike Gentry, and Lucy Gentry v. City of Abilene, Case No. 1-16CV-080-BL; In the United States District Court, Northern District of Texas, Abilene Division, filed May 17, 2016, served September 2, 2016

2. 551.072 (Deliberations about Real Property)
A) WTU Building

3. 551.073 (Deliberations about Gifts and Donations)

4. 551.074 (Personnel Matters)

City Council may consider appointment, employment, 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.

The following Boards and Commissions may be discussed:
Abilene Economic Development Company, Inc.
Abilene Health Facilities Development Corp.
Abilene Higher Education Facilities Corporation
Abilene-Taylor County Events Venue District
Board of Adjustments
Board of Building Standards
Civic Abilene, Inc.
Civil Service Commission
Development Corporation of Abilene, Inc.
Firemen's Pension Fund Board
Friends of Safety City Board
Frontier Texas! Board of Directors
Abilene Housing Authority
Landmarks Commission
Library Board
Mechanical/Plumbing/Electrical & Swimming Pool Board of Appeals
Mental Health-Mental Retardation Board of Trustees
9-1-1 Emergency Communications District Board of Managers
Parks & Recreation Board

Planning and Zoning Commission
Taylor County Appraisal District
West Central Texas Municipal Water District
Tax Increment Reinvestment Zone Board

5. 551.087 (Business Prospect/Economic Development)

6. 551.076 (Deliberations about Security Devices)

10. RECONVENE

1. Action if needed from Executive Session.

11. REGULAR AGENDA

1. **Oral Resolution**: Voting for Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election. ***(Hanna)***

12. 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 contact Danette Dunlap, City Secretary, at 325-676-6202.

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the _____ day of September, 2016, at _____.

_____

Danette Dunlap, City Secretary

City Council
Agenda Memo

City Council Meeting Date: 9/8/2016

TO: **Robert Hanna, City Manager**

FROM: **Dana L. Schoening, Director of Planning and Development Services**

SUBJECT: **Ordinance:** ***(First Reading)*** **Proposed Amendment to Code of Ordinances, Chapter 8, Division 4, Section 8-151 Demolition Permit Conditions, and adding Section 8-152 Definitions for "Slab on Grade" and setting a Public Hearing for September 22, 2016.** ***(Schoening)***

GENERAL INFORMATION

Staff had been requested to draft an ordinance amendment to Section 8-151 "Demolition Permit Conditions" to allow slabs on grade to remain with approval of the building official, pursuant to a demolition permit. Existing ordinance 8-151 requires all floor slabs, foundations, footings, sidewalks, fences and posts to be removed in a demolition. The existing ordinance provides for the property owner(s) to request to the Board of Building Standards (BOBS) to allow for the slab to remain. The proposed ordinance removes the requirement for the removal of a slab on grade, but only upon request to and with the approval of the Building Official.

In addition, the current Chapter 8, Division 4 ordinance provisions do not provide a definition of slab. The proposed ordinance creates Section 8-152 : "Definitions" to provide for the definition of Slab on Grade to define what is meant by slab as referenced in Section 8-151.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of this proposed ordinance but does requests City Council to consider only commercial properties as to effect.

BOARD OR COMMISSION RECOMMENDATION

No requirement for Board or Commission recommendation.

ATTACHMENTS:

Description	Type
Enacting Ordinance	Ordinance
Ordinance Amendment	Ordinance
PowerPoint	Presentation

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8, ARTICLE III, DIVISION 4, "DEMOLITION OF BUILDINGS," AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND CALLING FOR A PUBLIC HEARING.

WHEREAS, when a permit is issued for the demolition of a house, building, or other structure, City Ordinance Section 8-151 requires that the floor slab, foundation, footings, sidewalks, fences and posts be removed; however, where demolition is performed totally by the owner, and a floor slab is flush with the ground, the board of building standards may allow the slab to remain; and,

WHEREAS, it is in the best interest of the public to grant the building official the authority to allow a slab on grade to remain; and,

WHEREAS, currently there is no definition for slab on grade; and,

WHEREAS, Section 8-372 allows the board of building standards to hear appeals from any person aggrieved by a decision of the building official, and therefore any decision of the building official pursuant to Section 8-151 could be appealed to the board of building standards;

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

PART 1: That Chapter 8, Article III, Division 4, "Demolition of Buildings," Sections 8-151 and 8-152 are hereby amended as set forth 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 deemed to have committed a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1 (Section 1-9) of this Code.

PART 4: Each day such violation shall continue, or be permitted to continue, shall be deemed a separate offence. 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 8th day of September 2016.

A notice of 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 4th day of September 2016, the same being more than 24 hours prior to a public hearing being held in the Council Chamber of City Hall in Abilene, Texas, at 8:30 a.m. on the 22nd day of September 2016, to permit the public to be heard.

PASSED ON SECOND AND FINAL READING this 22nd day of September 2016.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

DIVISION 4. DEMOLITION OF BUILDINGS

Sec. 8-151. Demolition permit conditions.

When a permit is issued for the demolition of a house, building or other structure, the permit holder shall do all of the following:

(a) Remove all ~~floor~~ slabs, ~~foundations, footings,~~ sidewalks, fences and posts, provided~~,~~ any sidewalks, fences or posts ~~where demolition is performed totally by the property owner any sidewalks and a floor slab that is flush with the ground and clear of debris, pipe risers, etc.,~~ may remain upon approval of the board of building standards; and any slab(s) on grade that are free and clear of, without limitation, construction debris, vertical concrete, pipe risers and anchor bolts, may remain only upon request of the property owner(s) to the Building Official and approval by the Building Official.

(b) Clear and remove all loose tree limbs, appliances and all other personalty, trash, weeds, tall grass and other debris; and

(c) Fill in all holes or depressions remaining at the building site and level the area so as to facilitate future mowing maintenance; and

(d) Mow the grass.

(Code 1965, § 7-2)

Sec. 8-152. Definitions.

Slab on grade: A slab on grade is any slab that is poured onto earth materials that are in direct contact with the slab and which are used to support the slab. This process may be flat on the ground or foundation walls can be constructed to any engineered height and backfilled with sand to the bottom of the slab to be poured to support the slab.

Ordinance Amendment 8-151 & 8-152

Request: Proposed Amendment to Code of Ordinances, Chapter 8, Division 4, Section 8-151 Demolition Permit Conditions, and adding Section 8-152 Definitions for "Slab on Grade"

Ordinance Amendment 8-151 & 8-152

- Amendment Provisions:
  - Comparison of Existing to Proposed
    - Remove all floor slabs, foundations, footings, sidewalks, fences and posts, provided, any sidewalks, fences or posts where demolition is performed totally by the property owner any sidewalks and a floor slab that is flush with the ground and clear of debris, pipe risers, etc., may remain upon approval of the board of building standards.
    - Any slab(s) on grade that are free and clear of, without limitation, construction debris, vertical concrete, pipe risers and anchor bolts, may remain only upon request of the property owner(s) to the Building Official and approval by the Building Official.
    - Property owner(s) must request.

Ordinance Amendment to 8-151 & 8-152

- **Definition:**

  Slab on grade: A slab on grade is any slab that is poured onto earth materials that are in direct contact with the slab and which are used to support the slab. This process may be flat on the ground or foundation walls can be constructed to any engineered height and backfilled with sand to the bottom of the slab to be poured to support the slab.

Ordinance Amendment 8-151 & 8-152

- Considerations:
  - Commercial and/or Residential Properties
    - Vacant
    - Underutilized
    - Poorly Maintained
  - Demolitions
    - Type of foundations supporting structures
      - Commercial – slab
      - Residential – primarily pier and beam

Ordinance Amendment 8-151 & 8-152

- Number of commercial and residential demolitions since 01/01/2012
  - Commercial – 4 demolitions
    - 2 city forced contract
    - 2 owner contracted
  - Residential – 88 demolitions
    - 25 city forced contract
    - 63 owner contracted

- Infill development
  - Utilization of Vacant and Underutilized Properties
  - Incentives
  - Disincentives

Ordinance Amendment 8-151 & 8-152

- Downtown Revitalization
  - Continuing Historic Preservation
  - Business Infusion
  - Mixed use development potential
- Continuing Nuisances

City Council
Agenda Memo

City Council Meeting Date: 9/8/2016

TO: **Robert Hanna, City Manager**

FROM: **Ronnie Kidd, Managing Director for Administration and 9-1-1 District Director**

SUBJECT: **Resolution: Acknowledging and Accepting the 9-1-1 Emergency Communications District Revised FY 2016 and Proposed FY 2017 Budgets. *(Kidd)***

GENERAL INFORMATION

The City of Abilene manages the Abilene/Taylor County 9-1-1 District ("the District") via a contractual agreement with the District's Board of Managers. The Vernon's Texas Codes Annotated (VTCA) Health & Safety Code, Chapter 772, provides that an annual budget be prepared for the District and reviewed and accepted by the Taylor County Commissioners Court, Abilene City Council, and governing bodies of other participating jurisdictions prior to adoption by the District Board. Attached is the District Budget (revised FY 2016 and Proposed FY 2017) as proposed to the District Board. District funds must be spent on allowable operating expenses as defined in Chapter 772 of the Health and Safety Code, to include all costs attributable to designing a 9-1-1 system and all equipment and personnel necessary to establish and operate a public safety answering point and other answering points that the board considers necessary. The budget has been prepared accordingly and is presented as Exhibit A to this item. Highlights in the District's budget include:

- Revenues remain at about status quo
- Funding for 9 telecommunicator positions for the City and 5 for the County
- Monthly recurring costs for the Public Safety Answering Points (PSAP) at the City, the County, Dyess Air Force Base and the backup PSAP at City Hall
- Monthly recurring costs for fiber redundancy at the primary and back-up call centers (PSAPs) to maintain uninterrupted operations
- Participation in the Interlocal Agreement for GIS Services with the City, County and Central Appraisal District

SPECIAL CONSIDERATIONS

The District Board is expected to approve the Revised FY 2016 and the Proposed FY 2017 budget at its meeting on September 27, 2016.

FUNDING/FISCAL IMPACT

N/A

STAFF RECOMMENDATION

Staff recommends that Council acknowledge and accept the Revised 2016 and Proposed FY 2017 9-1-1 District Budgets as proposed to the 9-1-1 District Board of Managers, contingent upon the 9-1-1 District Board's approval of the budgets at its meeting on September 27, 2016.

BOARD OR COMMISSION RECOMMENDATION

Pursuant to statute, the 9-1-1 District Board of Managers does not review and approve the revised and proposed budgets for the District until the governing bodies within the District have reviewed and accepted the budgets. The 9-1-1 Board will meet September 27, 2016

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Exhibit A	Exhibit
Transmittal Letter	Backup Material
Presentation	Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS ACKNOWLEDGING AND ACCEPTING THE ABILENE-TAYLOR COUNTY 9-1-1 DISTRICT'S BUDGET FOR REVISED FY 2016 AND PROPOSED FY 2017

WHEREAS, the Abilene-Taylor County 9-1-1 District's board of managers will be reviewing and approving the district's Revised FY 2016 and Proposed FY 2017's budget at its September 27, 2016 board meeting; and

WHEREAS, chapter 772 of the Health & Safety Code requires the budget to be reviewed by the City Council of the City of Abilene, Texas and the Taylor County Commissioners Court, as well as any other governing bodies of participating jurisdictions in the district; and

WHEREAS, attached as Exhibit A is the Revised FY 2016 and Proposed FY 2017 budget of the Abilene-Taylor 9-1-1 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 9-1-1 District for Revised FY 2016 and Proposed FY 2017.

ADOPTED this 8th day of September, 2016.

ATTEST:

_____
Danette Dunlap, City Secretary

_____
Norman Archibald, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

Abilene/Taylor County 9-1-1 District			
Line Item Desription	**FY 2016 Original Budget**	**FY 2016 Revised**	**FY 2017 Proposed**
Beginning Balance	**$4,023,793**	**$4,023,793**	**$4,923,253**
Revenues			
Wireless Service Fee Revenue	710,000	710,000	715,000
9-1-1 Surcharge	1,600,000	1,500,000	1,500,000
Interest Income	8,000	15,000	15,000
Total Revenues	**$2,318,000**	**$2,225,000**	**$2,230,000**
Total Resources	**$6,341,793**	**$6,248,793**	**$7,153,253**
Expenditures			
Office Supplies	500	500	500
Non-capitalized Minor Tools and Equipment	250	250	250
Postage	300	300	300
Bldg/UPS Maintenance	0	8,000	8,000
Comm/RDR Maintenance	96,400	96,400	96,400
Traffic Sign Maintenance	1,900	1,900	1,900
Phone Service	300,000	300,000	300,500
Professional/Contractual	7,498	7,500	7,200
Other Services/Materials	259,560	259,560	267,350
Printing	10,000	7,000	7,000
Employee Development	1,000	1,000	1,000
Expense Allowance	2,000	2,000	2,000
Dues/Subsciptions	350	350	350
Contingency	5,000	5,000	5,000
Indirect Cost Allocation	11,730	13,320	17,770
Equipment Use Charges	5,196	7,100	5,830
Technology Fund Transfer	1,610	60	60
General Services/Charges	590,304	590,300	608,010
Communications Equipment	0	0	0
Wireless			
Monthly Recurring Costs (MRC)	25,000	25,000	25,000
Total Expenditures	**$1,318,598**	**$1,325,540**	**$1,354,420**
Ending Balance	**$5,023,195**	**4,923,253**	**$5,798,833**

ABILENE/TAYLOR COUNTY 9-1-1 DISTRICT

555 WALNUT STREET ABILENE, TEXAS 79601 (325) 676-6674 FAX: (325) 676-6050

August 15, 2016

Subject: 9-1-1 Budget Review for FY17

The Honorable Norm Archibald
Mayor, City of Abilene

Legislation governing emergency communications districts requires a copy of next year's proposed budget to be provided for your review and/or comment. The language states,

> "The board shall submit a draft of the proposed budget to the governing bodies of the participating jurisdictions…(t)he participating jurisdictions shall review the proposed budget and submit comments regarding the budget to the board" (Chapter 772, Texas Health and Safety Code, paragraph 772.309(b)).

The comments are for the Board's review as it considers approval of the budget and must be submitted prior to the Board meeting.

In order to comply with the statute, I respectfully request comments to the Board be forwarded to me for presentation at the next meeting to be held Tuesday, September 27, 2016. Please note attendance at the Board meeting is not required, but you or council members are welcome to attend.

If there are questions and/or comments, please contact me at:

555 Walnut St.
Abilene, Texas 79601
Phone: (325) 676-6674
Facsimile: (325) 676-6050
E-mail: mike.saxton@abilenetx.com

Your input and support will be greatly appreciated.

Sincerely,

Michael T. Saxton
Program Coordinator
Abilene/Taylor County 9-1-1 District

enclosure

Resolution Acknowledging and Accepting the 9-1-1 Emergency Communications District Revised FY2016 and Proposed FY2017 Budgets

- Chapter 772 of the Health and Safety Code requires review and acceptance of the 9-1-1 District's budget by the City Council before it is adopted by the 9-1-1 District Board
- The 9-1-1 District's Revised FY 2016 and Proposed 2017 budget is presented as exhibit A
- Revenues are projected to remain steady
- Expenditures are budgeted in accordance with Chapter 772 to support district and 9-1-1 center equipment and operations

City Council
Agenda Memo

City Council Meeting Date: 9/8/2016

TO: **Robert Hanna, City Manager**

FROM: **Larry Bell, Fire Chief**

SUBJECT: **Resolution: Authorizing the Cooperative Purchasing Agreement between the City of Cedar Hill, Texas and City of Abilene Texas for EMS Supplies for the Abilene Fire Department. *(Bell)***

GENERAL INFORMATION

In December of 2015, the City's ambulance provider was changed to AMR, who chose to retain the local operating name of MetroCare. The change created a change in how the Abilene Fire Department purchases EMS supplies. AFD has purchased EMS supplies from Boundtree for approximately the last 10 years and a reasonable price had been maintained due to the fact that AFD purchase account was directly tied to Metrocare's account. AMR has a corporate agreement with McKesson for all EMS supplies. McKesson's pricing is approximately twenty percent higher than Boundtree's pricing. In order to maintain Boundtree's pricing, pairing with another entity is needed to receive group pricing.

SPECIAL CONSIDERATIONS

Cedar Hill Fire Department has created the Cedar Hill Cooperative Purchasing Agreement which includes approximately fourteen area fire departments. The agreement allows for a very competitive pricing structure with Boundtree. In order for City of Abilene to take part in this pricing, an Inter-Local Agreement between the City of Cedar Hill, Texas and City of Abilene needs to be executed. This agreement can be terminated at any time, without consequence and it does not restrict the use of competitive bidding or any other common purchasing practices.

FUNDING/FISCAL IMPACT

If the City of Abilene chooses not to enter into this Agreement, then the resulting impact would be a twenty to thirty percent increase in the cost of yearly EMS supplies. Moving to the cooperative arrangement will maintain pricing at current levels and may result in a slight decrease in current pricing.

STAFF RECOMMENDATION

Staff recommends executing Cooperative Purchasing Agreement with City of Cedar Hill, Texas and City of Abilene.

BOARD OR COMMISSION RECOMMENDATION

N/A

ATTACHMENTS:

Description	Type
Cooperative Purchasing Agreement	Cover Memo
Resolution	Resolution Letter
Presentation	Cover Memo

COOPERATIVE PURCHASING AGREEMENT

BETWEEN THE CITY OF CEDAR HILL, TEXAS AND CITY OF ABILENE, TEXAS

COUNTY OF TAYLOR STATE OF TEXAS

This agreement is made on the_____ day of _____ 2016, between the City of Abilene, Texas and Cedar Hill, Texas, jointly referred to herein as "parties."

WHEREAS, the parties are authorized by Local Government Code, Chapter 271, to enter into contracts and agreements for participation in cooperative purchasing programs; and

WHEREAS, it is the desire of the parties to comply with and further the policies and purpose of Local Government Code, Chapter 271; and

WHEREAS, the parties cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation; and

WHEREAS, it is deemed in the best interest of the parties that said governments do enter into a mutually satisfactory agreement for the purchase of certain materials and supplies; and

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, the parties agree to designate a person to act under the direction of and on behalf of the parties in all matters relating to this agreement; and

WHEREAS, the parties agree to be responsible for a vendor's compliance with provisions relating to the quality of items and terms of delivery to the extent provided herein;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under Local Government Code, Chapter 271, promise and agree as follows:

I.
Purpose

The purpose of this Agreement is to authorize the parties' mutual participation in various contracts for the purchase of various goods and services. Participation in this cooperative program will be beneficial to the taxpayers of the participating parties through anticipated savings to be realized.

II.
Duration of Agreement

This Agreement shall be in effect from the date of execution until terminated by either party to the agreement.

III.
Relationship of Parties

It is agreed that the parties, in receiving products and/or services specified in this agreement, shall act as an independent purchaser and shall have control of its own needs and the manner in which they are acquired. Neither party is an agent, employee or joint enterprise of the other, and each party responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the utilization and/or cooperative solicitation of any Supplier Agreement obtained in accordance with Texas law.

Parties shall notify all participating entities of available contracts to include terms of contract, commodity cost, contract names and addresses, and shall keep participating parties informed of all changes to the Cooperative Purchasing list of contracts.

Nothing in this agreement shall prevent any participating party from accepting and awarding bids for commodities subject to this agreement individually and in its own behalf.

The City Manager, or his designee, is hereby designated as the official representative to act for the City of Abilene in all matters relating to this agreement.

The City Manager, or his designee, is hereby designated as the official representative to act for the City of Cedar Hill in all matters relating to this agreement.

The parties agree to make payments directly to a vendor under this contract as provided herein.

The parties agree to be responsible for a vendor's compliance with provisions relating to the quantity and quality of items and terms of delivery to the extent provided herein.

IV.
Purchase of Goods and Services

All products and services shall be procured in accordance with procedures governing competitive bids and competitive proposals.

The parties will be able to purchase from those contracts established by the other where notice has been given in the specifications and the successful bidder has accepted terms for Cooperative Purchasing Agreements for local governments.

The parties hereto agree that the ordering of products and services through this agreement shall be their individual responsibility and that the successful bidder or bidders shall bill each party directly, or as deemed advantageous to both parties.

The parties agree to pay successful bidders or participating governments directly for all products or services received from current revenues available for such purchase. Each party shall be liable to the successful bidder only for products and services ordered by and received by it, and shall not by the execution of this agreement assume any additional liability.

Parties do not warrant and are not responsible for the quality or delivery of products or services from successful bidder. The participating parties shall receive all warranties provided by successful bidder for the products or services purchased.

In the event that any dispute arises between individual parties and a successful bidder, the same shall be handled by and between the participating party's governmental body and the bidder.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers thereon the day and the year first above written.

CITY OF CEDAR HILL:

_____

By: Greg Porter, City Manager

CITY OF ABILENE:

_____

By: Robert Hanna, City Manager

APPROVED AS TO LEGAL FORM BY:

_____

By: Stanley Smith, City Attorney

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN COOPERATIVE PURCHASING AGREEMENT WITH THE CITY OF ABILENE ("CITY") AND CITY OF CEDAR HILL, TEXAS.

WHEREAS, in order to maintain Bountree's pricing, pairing with another entity is needed to receive group pricing.

WHEREAS, an Inter-Local Agreement between the City of Cedar Hill, Texas and the City of Abilene allows Abilene Fire Department to continue to receive competitive pricing for EMS supplies.

WHEREAS, the City agrees to execute an agreement between the City of Abilene and City of Cedar Hill, Texas per Cooperative Purchasing Agreement.

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

PART 1: That the City Council authorizes the City Manager to execute a Cooperative Purchasing Agreement with City of Cedar Hill, Texas.

PART 2: That the Agreement shall be in effect from the date of execution until terminated by either party to the agreement.

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

ADOPTED this 8th day of September, 2016.

ATTEST:

_____ _____

Danette Dunlap, City Secretary Norm Archibald, Mayor

APPROVED:

_____

Stanley Smith, City Attorney

Cooperative Purchasing Agreement between the City of Cedar Hill, Texas and the City of Abilene

September 8, 2016

CITY OF ABILENE TEXAS

AMR - Ambulance Provider Change

- AFD’s procedures to purchase EMS supplies will change due to ambulance provider changing vendors.

- AMR’s corporate agreement with their new vendor, McKesson, will increase AFD’s pricing of EMS supplies by 20-30%.

- Current pricing rates for EMS supplies from AFD’S current vendor, Boundtree, will no longer be available.

Cedar Hill Cooperative Purchasing Agreement

- Inter-Local Agreement between the City of Cedar Hill, Texas and the City of Abilene allows for a competitive pricing structure with Boundtree.

- Agreement can be terminated at anytime.

City Council
Agenda Memo

City Council Meeting Date: 9/8/2016

TO: **Robert Hanna, City Manager**

FROM: **Michael G. Rice, P.E., Director of Public Works**

SUBJECT: **Resolution: Bid Award #CB-1667 Water Department Street and Miscellaneous Repair Work 2016-2017. *(Rice)***

GENERAL INFORMATION

This project was advertised as a Public Notice on August 7th and 14th of 2016 with a bid opening dated August 23rd 2016. This contract involves the on demand repair of existing portions of streets, sidewalks, and other infrastructure that have been damaged by the replacement or repair of water or sewer lines.

SPECIAL CONSIDERATIONS

This project to repair damage caused by the replacement or repair of water or sewer lines was last bid in 2014, and only one bid was received from Bontke Brothers Construction Co. at that time. The bid provided by Bontke Brothers Construction Co. in 2014 was approximately $3,000.00 less than their 2016 bid for this project.

FUNDING/FISCAL IMPACT

Funding is allocated in the Water Department FY 2016 & 2017 Operating Budgets.

STAFF RECOMMENDATION

Staff recommends bid award to Bontke Brothers Construction Co. of Abilene Texas in the amount of $912,175.00.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
Tabsheet	Backup Material
Resolution	Resolution Letter

CITY OF ABILENE
PURCHASING DIVISION
TABULATION OF BIDS

DEPARTMENT: ENGINEERING
BID NO.: CB-1667
TIME OF OPENING: 11:00 A.M.
DATE OF OPENING: AUGUST 23, 2016

				BONTKE BROTHERS CONSTRUCTION COMPANY, INC. ABILENE, TX											
ITEM	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**	**UNIT PRICE**	**EXTENSION**
1.	WATER DEPARTMENT STREET & MISC REPAIR WORK 2016-17				912,175.00										
BASE BID					912,175.00										
DISCOUNT															
TOTAL BID					*912,175.00										

*NOTES: INDICATES RECOMMENDED AWARD

RESOLUTION NO._____

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

WHEREAS, the City of Abilene duly advertised and gave such notice, as required by law, for bids for the Water Department Street and Miscellaneous Repair Work 2016-2017; and

WHEREAS, the project involves the on demand repair of existing portions of streets, sidewalks, and other infrastructure that have been damaged by the replacement of water and sewer lines: and

WHEREAS, the following bid was received and opened on the August 23, 2016:

Bontke Brothers Construction Co., Abilene, Texas $912,175.00

WHEREAS, Bontke Brothers Construction Co., Abilene, Texas submitted the low bid in the amount of $912,175.00 with the bid meeting specifications. Staff recommends awarding the bid to the low bidder, Bontke Brothers Construction Co., Abilene, Texas.

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

PART 1: That the City Council approves this bid in the amount of $912,175.00.

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

ADOPTED this 8th day of September, 2016.

ATTEST:

_____
Danette Dunlap, City Secretary

_____
Norm Archibald, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

City Council
Agenda Memo

City Council Meeting Date: 9/8/2016

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director of Transportation Services**

SUBJECT: **Resolution: Accepting Airport Improvement Program Grant 46 to the City of Abilene for capital projects at Abilene Regional Airport.*(Green)***

GENERAL INFORMATION

Airport Improvement Program (AIP) Grant 46 is the FY16 grant from the Federal Aviation Administration to support Abilene Regional Airport's FY16 Capital Improvement Program, which includes the following projects: 1) Update the Airport Master Plan; 2) Design Taxiways Sealant and Rejuvenation Project; 3) Update and Improve the Security and public address Systems. The grant amount $1,235,000.00 and will pay 90% of the costs associated with this project. The city is responsible for the 10% cost match, up to $123,500.00. The total project funding will be $1,358,500.00.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The City's match of up to $123,500 is funded by the 2015 Bond Proposition 9.

STAFF RECOMMENDATION

Staff recommends acceptance of this grant.

BOARD OR COMMISSION RECOMMENDATION

The Airport Development Board approved its recommendation to accept the grant at its July 13, 2016 meeting.

ATTACHMENTS:

Description	Type
AIP Grant 46 Acceptance Resolution	Cover Memo
AIP Grant 46 Presentation	Cover Memo

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE ACCEPTANCE OF AIRPORT IMPROVEMENT PROGRAM GRANT 46 OFFERED BY THE FEDERAL AVIATION ADMINSTRATION.

WHEREAS, The City of Abilene (City) owns and operates Abilene Regional Airport; and

WHEREAS, Abilene Regional Airport participates in the Airport Improvement Program through the Federal Aviation Administration (FAA), as authorized by the Congress of the United States of America;

WHEREAS, the Airport Improvement Program funds Ninety Percent (90%) of FAA-approved airport capital improvement costs.

WHEREAS, the Airport Improvement Program is funded nationally through taxes and fees charged by the FAA on airline tickets and aviation fuel sales; and

WHEREAS, Abilene Regional Airport has demonstrated to FAA the need for Fiscal Year 2016 grant funding to update the Airport Master Plan, Design Taxiway Sealing and Rejuvenation, and Improve and Expand the Video Recording System and Terminal Public address System; and

WHEREAS, FAA has offered to the City of Abilene Airport Improvement Program Grant 46 in the amount not to exceed $1,235,000.00.

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

That the City Manager is authorized to execute the Airport Improvement Program Grant 46 Offer not to exceed $1,235,000.00 from FAA and commit up to $123,500.00 as the required Ten Percent (10%) Local Grant Match, which is funded from the 2015 General Obligation Bond issuance Proposition 9, for a not to exceed total of $1,358,500.00 for planning design and improvements at Abilene Regional Airport.

ADOPTED this 8th day of September 2016.

ATTEST:

_____
Danette Dunlap, City Secretary

_____
Norman Archibald, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

September 8, 2016

CITY OF
ABILENE
TEXAS

Airport Improvement Program Grant 46

- Even though it’s late in the fiscal year, FAA is just releasing the FY16 AIP grants to airports; however, FAA will want airports to quickly execute grant offers. That is why Council is being asked to consider acceptance prior to the grant offer with a firm grant amount.
- Grant 46 will not exceed $1,235,000
- The city is responsible for the 10% cost match of up to $123,500 funded by Proposition 9 of the 2015 Bond.
- The total project funding will be no more than $1,358,500.00
- The projects include updating the airport's Master Plan, designing the sealing/rejuvenation of taxiway asphalt surfaces and improving and expanding the video recording system and terminal public address system.

City Council
Agenda Memo

City Council Meeting Date: 9/8/2016

TO: **Robert Hanna, City Manager**

FROM: **Michael Rice, Director of Public Works**

SUBJECT: **Resolution: Award of Contract to Fugro Roadware, Inc. for a Roadway Network Inventory. *(Rice)***

GENERAL INFORMATION

The City of Abilene received proposals on July 8, 2016 in reponse to a published Request For Proposals (RFP) for a **Roadway Network Inventory**. The RFP was advertised on June 12th, and June 19th, and the City held a pre-proposal meeting on June 23rd to answer any outstanding questions or concerns. Three firms submitted proposals: Fugro Roadware, Inc., IMS Infrastructure Management Services, and Cartegraph. A four member internal selection committee (consisting of representatives from Public Works Admin., Engineering, Streets, and Geographic Information Systems) reviewed and evaluated the proposals.

The members of the selection committee individually evaluated the proposals based upon the selection criteria described within the RFP: Recent consultant experience (30%), ability to perform all aspects of the work (35%), quality of previous projects (20%), Proposed fee (15%). The selection committee met together on July 19th. They determined all proposers provided information that assured the committee that each proposer was able to perform the requested work. The committee agreed that the best proposal received was from Fugro Roadware, Inc.

SPECIAL CONSIDERATIONS

Fugro Roadware, Inc. has the following purpose and objectives within this contract: collect pavement surface distress and structural condition information, collect digital images of the roadways, collect roadway attributes data, create shape files for use in the GIS system, preserve pavement analysis data, provide output data to City, creation of a written technical memorandum, and an oral presentation and maintenance plan for the City Council.

FUNDING/FISCAL IMPACT

The project has a completion date of February 24, 2017, and has a fixed fee amount of **$104,872.00**. Funding for the Roadway Network Inventory Contract is available through the surplus of the 2014-15 budget.

STAFF RECOMMENDATION

It is recommended that the City Council, by written resolution, authorize the City Manager or his designee to execute all necessary documents related to this contract.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Contract	Backup Material
Presentation	Presentation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXCUTE AN AGREEMENT WITH FUGRO ROADWARE, INC.

WHEREAS, The City of Abilene made Requests for Proposals (RFP), and three firms submitted their Proposal; and,

WHERAS, Recent consultant experience, capability to perform all aspects of the project, quality of previous projects, and proposed fee was considered, and individual scores were accumulated and tabulated. Fugro Roadware, Inc. significantly scored the highest of all the firms; and,

WHEREAS, The City Council authorizes the City Manager to execute an agreement with Fugro Roadware, Inc. in the amount of $104,872.00 for the Roadway Network Inventory.

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

PART 1. The City Council authorizes the City Manager to execute an agreement with Fugro Roadware, Inc.

PART 2. That the agreement is in the amount of $104,872.00 for the Roadway Network Inventory.

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

ADOPTED this 8th day of September, 2016.

ATTEST:

_____
Danette Dunlap, City Secretary

_____
Norman Archibald, Mayor

APPROVED:

_____
City Attorney

CITY OF ABILENE

PROFESSIONAL SERVICES CONTRACT (not Architect or Engineer)

This contract is between the City of Abilene ("City"), and Fugro Roadware, Inc. ("Professional").

The Professional will provide services as stated in Attachment A, Scope of Work.

I. TERM

In consideration of the compensation stated in Paragraph II., the Professional must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Professional must complete all services by February 24, 2017, as stated in Attachment A.

II. PAYMENT

Payment is according to Attachment B.

III. ASSIGNMENT

The Professional may not assign in whole or in part any rights, duties, obligations or interest arising from this agreement without the City's prior written consent.

IV. AMENDMENT OR MODIFICATION

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

V. OWNERSHIP OF DOCUMENTS AND MATERIALS

Ownership of Documents and Materials is according to Attachment C.

VI. NONDISCLOSURE

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

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.

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

(i) injury or damage to any property or right

(ii) injury, damage, or death to any person or entity

(iii) attorneys fees, witness fees, expert witness fees and expenses, and

(iv) all other costs and expenses of litigation

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

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

"Professional's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Professional.

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

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

B. Indemnity

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

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

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

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

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

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

VIII. INSURANCE

A. GENERAL REQUIREMENTS

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

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

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

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

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

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

C. TYPES AND AMOUNT OF INSURANCE

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

	Type	Amount
JAD 1.	Workers' Compensation Employer's Liability	Statutory $100,000 per occurrence
JAD 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)
JAD 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)
JAD 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. TERMINATION

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

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

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

XI. PROJECT REPRESENTATION

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

XII. NOTICE

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

City - ATTN: Michael G. Rice, P.E.
Director of Public Works
555 Walnut St, Room 207
Abilene, TX 79601

Professional - ATTN: Pam Fierro
8613 Cross Park Drive
Austin, TX 78754

XIII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XIV. NO INDEBTEDNESS

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

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

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

XV. EQUAL EMPLOYMENT OPPORTUNITY

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

XVI. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVII. 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, 500 Chestnut St., 6th floor, Abilene, Texas, 79602, 325-690-0300.

XVIII. SALES TAX

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

IN WITNESS HEREOF the parties have entered into this agreement this _____ day of _____, 20____.

CITY OF ABILENE

By:_____

Title:_____

PROFESSIONAL

By:_____

Title: Director of Pavement Engineering

Address: 8613 Cross Park Drive
Austin, TX 78754

Phone Number: 512-977-1800

Federal Tax I.D.# 26-3669661

Revised 03/2007

ATTEST:

City Secretary

ATTEST: (If Corporation)

Corporation's Secretary

Corporate Seal (if available):

APPROVED:

City Attorney

Risk Manager

ATTACHMENT A

SCOPE OF SERVICES

SCOPE OF WORK

TASK 1: Pavement Performance Analysis

Data collection and loading on all City owned streets. Link all roadway segments to their associated GIS segment and Cartegraph ID number.

Task IA: Pavement Asset Data Collection:

The following roadway information shall be collected. All data shall be provided in Microsoft Excel (.xls or .xlsx) format and shapefile format. The collected roadway information data includes the following:

a) Area/Subdivision/Facility
b) Street Name
c) Function Class
d) Average Daily Traffic (if available)
e) Endpoint 1, Endpoint 2 and Segment ID (assigned by consultant/vendor)
f) Drainage type (curb/paved shoulder, unpaved shoulder, no shoulder).
g) Length of street
h) Pavement Width
i) Square footage of asphalt or concrete per segment/street
j) Street centerlines, pavement edges, pavement type and age data in shape:file format.
k) Last Known Construction Date
l) Owner Jurisdiction
m) Utilizing the right of way digital imagery and GPS data, develop a video log in h.264 format in addition to .wrnv format.
n) GPS, cross-fall, radius of curvature, and grade: 2-pass test on arterials and collector; single - pass on local streets.
o) Cartegraph specific required and recommended data attributes (see Appendix A)

The consultant will perform a City-·wide pavement condition assessment in accordance with AS1M D6433 by street class shown below:

Street Class	Centerline Miles (approximate)
Arterial	123
Collector	123
Local	133

Task IB: Roadway Network Database Review (Completeness I Gap Analysis)

Selected consultant will conduct a complete diagnostic of the roadway network, including a full and thorough assessment of the city's Cartegraph roadway network inventory database. This will include a review of the city's data requirements (i.e., what information is needed/desired) and subsequent data gap analysis (what is missing).

Selected consultant will include the following in this review:

- Basic inventory information, (i.e. Functional Class, lengths, areas, surface type, etc.)
- Historical condition information, if any
- Status of survey history, if any
- Construction and maintenance history
- Review of maintenance and rehabilitation treatments and unit costs

Task IC: Pavement Performance Information

The City's goal is to develop a modified Pavement Condition Index (PCI) for each respective pavement asset (i.e. defined street segment). Weighted modified PCI values for corresponding street inventory classification (i.e Arterial, Collector, Residential, etc.) shall also be provided. At a minimum the following pavement performance information shall be collected:

Asphalt Concrete Rating System

a) Corrugation & Shoving (measured in% square feet and severity level)
b) Weathering & Raveling (measured in% square feet and severity level)
c) Flushing & Bleeding (measured in %square feet no degree of severity)
d) Deformation & Distortion (measured in % square feet and profile deviation)
e) Edge Cracking (measured in linear length and width of crack)
f) Rutting (measured in inches)-Reported by three threshold values and extent of the rut depth. The three threshold rut values shall be less than Yz " deep, Yz " to % " deep, and greater than % " deep. Visual or manual estimation of rutting may be acceptable using a 4-foot straight edge, however visual determination without actual measurements are unacceptable. Automated measurements using a minimum of seven (7) sensors for rut depth determination preferred.
g) Alligator (Fatigue) Cracking (measured in% square feet and crack width)
h) Block/Map Cracking (measured in linear feet and crack width)
i) Transverse Cracking (measured in linear feet and crack width) - Reported by three width categories and density of cracks however, visual or manual estimation of transverse cracking without actual measurements is unacceptable. Automated measurements using a minimum of four (4) sensors for the collection of transverse crack information is preferred.
j) Longitudinal Cracking (measured in linear feet and crack "Width)
k) Joint Faulting (measure in inches), (count of positive faulting), (count of negative faulting)
l) Patching (measured in % square feet) (count)
m) Potholes (count I area and width "depth")
n) GPS Coordinates (longitude, latitude and elevation)
o) International Roughness Index (IRI) (measured in inches per mile)

Portland Cement Concrete Rating System

a) Patching (%/Slab count and severity condition)
b) Scaling (%/Slab count and surface peeling)
c) Polished Aggregate (%/Slab count and appearance)
d) Blow up I Buckling (Slab count and Profile Deviation)
e) Comer/Durability Cracking (%/slab count and crack width)
f) Coarse Aggregate Loss (%/slab count and Pocked Area)

g) Popouts (% slab count and width"/depth")
h) Joint Sealant Loss (joint/sample and exposed sealant%)
i) Linear Cracking (crack/sample and crack width)
j) Punchouts (%/slab count and crack width)
k) Joint/Corner Spalling (joints/sample and crack progress)
l) Joint Faulting/Stepping (joint/sample and displacement)

Traffic control for all field activities shall be provided by the consultant and shall be included in the final negotiated price.

TASK 2: Budget Development, Report, & Presentation

Task 2 A: Data Management

The consultant will be required to preserve all collected data and keep for future pavement maintenance, and renewal activities.

Task 2 B: Budget Development

Based on all measured data, develop a criteria for prioritizing pavement maintenance, and renewal activities. Provide a 5-year forecast to plan future maintenance needs on asphalt streets using the available overlay and street maintenance annual budget, develop a work plan with input from City staff to maximize budget dollars and pavement quality.

The consultant will also run pavement management scenarios as described below, and will present the findings in the technical memorandum:

a) Distresses - configure the distresses for each type of pavement surface to correlate with the distresses collected as part of the condition survey. Each distress shall include a relative weighting, identified distress type (load, non-load, environmental, etc.)
b) Condition Indices-configure the surface distress index, roughness index, and structural index. The indices shall be configured for streets having and not having structural condition information
c) Deterioration Standards -configure the deterioration curve/standards for each combination of street classification and pavement surface type. The deteriorations curves/standards shall be representative of the Abilene TX climate.
d) Budgets - configure up to 6 budgets based on conversations with the City's Public Works Department.
e) Rehabilitation Technique - configure rehabilitation techniques for each combination of street classification, surface type, and strength rating.
f) Rehabilitation Technique Prioritization-consult with City staff to develop models having different types or rehabilitation strategies (worst, first, most economic, etc.)
g) Rehabilitation Techniques Costs-consult with the City staff to identify the total cost (mill, overlay, traffic control, striping, etc.) of each rehabilitation method
h) Supersegment Definition-provide recommendations to City staff or best practices in developing practically sized supersegments to yield model results that can be acted upon
i) A Microsoft Access database of final configuration, setup, model, etc. shall be provided to the city.

Investment benefit information should indicate the cost per square foot of benefit for each maintenance strategy based on maintenance and rehabilitation costs. In addition, the Consultant must be capable of developing super-segments that achieve optimal 5-year pavement

maintenance plan. Cost of deferment is of the utmost importance and the Consultant must be able to identify critical roadways.

TASK 3: Technical Memorandum

Provide a draft written report that documents the methodology for performing the assessment, presents the data collection protocols used for the assessment, summarizes the data collected, and provides recommendations for future actions. The report shall include example images, tables, graphs and figures as necessary to provide a complete picture of the City's road quality. Once the city has reviewed the report, the Consultant will make all necessary changes and submit one bound copy and three unbound copies of the full report. In addition, all written and graphic data shall be provided in Microsoft Word (.doc or .docx) format and Adobe .pdf format.

TASK 4: Council Meeting, Preparation and Travel

Prepare and present the results of the pavement condition survey to the City of Abilene council members, at the direction of the Public Works Department. This task shall include the preparation of all presentation materials and transportation for Fugro personnel to the City of Abilene for the presentation of results.

Fee Schedule

City of Abilene Roadway Network Inventory					
Task	**Description**	**Qty**	**Unit**	**Rate**	**Subtotal**
Task 1	**Pavement Performance Analysis**				
Task 1A	**Pavement Asset Data Collection**				
	Perform Pavement Condition Survey	791	Lane Miles	$45.00	$35,595.00
Task 1B	**Roadway Network Database Review**				
	Collect Roadway Attributes Data	640	Centerline Miles	$8.00	$5,120.00
	Create Shapefiles for City GIS System	640	Centerline Miles	$3.00	$3,200.00
	Existing Data Gap Analysis	1	Lump Sum	$5,145.00	$5,145.00
Task 1C	**Pavement Performance Information**				
	Rate Pavement Surface Distress	791	Lane Miles	$28.00	$22,148.00
	Calculate PCI	791	Lane Miles	$2.00	$1,582.00
Task 2	**Budget Development, Report & Presentation**				
Task 2A	**Data Management**				
	Upload PCS Data to Cartegraph	1	Lump Sum	$3,758.00	$3,758.00
	Deliver Images and Distress Data	1	Lump Sum	$1,758.00	$1,758.00
Task 2B	**Budget Development**				
	Distress - Configure Ranking System	1	Lump Sum	$1,758.00	$1,758.00
	Condition Indices - Configure Indices	1	Lump Sum	$2,258.00	$2,258.00
	Deterioration Curves - Develop Deterioration	1	Lump Sum	$1,258.00	$1,258.00
	Budget Scenarios	1	Lump Sum	$3,137.00	$3,137.00
	Rehabilitation Techniques	1	Lump Sum	$2,258.00	$2,258.00
	Rehabilitation Prioritization	1	Lump Sum	$2,758.00	$2,758.00
	Rehabilitation Treatment Costs	1	Lump Sum	$3,145.00	$3,145.00
	Supersegment Definition	1	Lump Sum	$2,516.00	$2,516.00
	Presentation of Maintenance Plan	1	Lump Sum	$1,758.00	$1,758.00
Task 3	**Technical Memorandum**				
	Technical Memorandum	1	Lump Sum	$4,000.00	$4,000.00
Task 4	**Council Meeting**				
	Council Meeting Preparation and Travel	1	Lump Sum	$3,000.00	$3,000.00
				Grand Total	**$104,872.00**

ATTACHMENT B

PAYMENT SCHEDULE
PARTIES TO INITIAL OPTION SELECTED

OPTION 1_____

Compensation is based on actual hours of work/time devoted to providing the described professional services and will be paid at a rate of $_____ per hour not to exceed $_____.

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

OPTION 2_____

Payment is in a lump sum amount of $_____ upon completion of the work and written acceptance by City's Project Representative.

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

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

OPTION 3 JAD

Payment is a fixed fee amount of $ 104,872.00 payable per the schedule upon completion of the work and written acceptance by City's Project Representative.

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

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

ATTACHMENT C

OWNERSHIP OF DOCUMENTS AND MATERIALS

Parties to initial option chosen

(Option1) SFD

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

(Option 2)_____

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

ATTACHMENT D

STATE MANDATED WORKERS' COMPENSATION INSURANCE LANGUAGE

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

a. Definitions

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

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

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

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

c. The Professional must provide a certificate of coverage to the City prior to being awarded the contract.

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

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

(1) a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

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

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

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

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

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

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

(2) provide to the Professional, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service on the project, for the duration of the project;

(3) provide the Professional, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Professional:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;

(6) notify the City in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;

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

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

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

ATTACHMENT E
NOTICE TO PROCEED

ATTACHMENT F

CHANGE IN SCOPE OF SERVICES

ACORD

CERTIFICATE OF LIABILITY INSURANCE

7/1/2017

DATE (MM/DD/YYYY) 8/10/2016

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
LOCKTON COMPANIES
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Lloyds Syndicates/Liberty Mutual	
INSURER C : Liberty Insurance Corporation	42404
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1365452
Fugro Roadware, Inc.
8613 Cross Park Drive
Austin TX 78754

COVERAGES 026 CERTIFICATE NUMBER: 14211219 REVISION NUMBER: XXXXXXX

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	X COMMERCIAL GENERAL LIABILITY	Y	Y	TB2-641-005066-036	7/1/2016	7/1/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X 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 X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	AS2-641-005066-026	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	UMBRELLA LIAB X OCCUR	Y	Y	ME1603083	7/1/2016	7/1/2017	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB X CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WA7-64D-005066-086	7/1/2016	7/1/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation – "Waivers of Subrogation" are not allowed by law in: KY, MO (construction contracts only), NH, NJ, ND, OH and WA. See Attached Endorsement Schedule.

CERTIFICATE HOLDER

14211219

City Of Abilene
Attn: Michael Rice, P.E.
555 Walnut, Room 207
Abilene TX 79601

CANCELLATION See Attachment

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

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Following are endorsements by Line of Business applicable to Fugro (USA) Inc. 2016 - 2017 Insurance Program

Line of Business	Policy No.	Endorsement	Endorsement No.
General Liability	TB2-641-005066-036	Additional Insured- Owners, Lessees or Contractors- Scheduled Person or Organization by Written Contract or Agreement	CG 20 10 04 13
		Additional Insured- Owners, Lessees or Contractors- Completed Operations by Written Contract or Agreement	CG 20 37 04 13
		Waiver of Transfer of Rights of Recovery Against Others to Us by Written Contract	CG 24 04 05 09
		Notice of Cancellation to Third Parties - 30 Days	LIM 99 01 05 11
		Primary and Non Contributory - Other Insurance Condition by Written Contract	CG 20 01 04 13
Workers Compensation	WA7-64D-005066-086	Waiver of Our Right to Recover from Others by Written Contract	WC 00 03 13 04 84
		Alternate Employer Endorsement- HI, OK, TX only	WC 00 03 01 04 84
		Alternate Employer Endorsement- Any except AK, HI, OK and TX	WC 00 03 01A 02 89
		Longshore and Harbor Workers Compensation Act Coverage	WC 00 01 06 A 04 92
		Outer Continental Shelf Lands Act Coverage	WC 00 01 09 C 01 15
		Maritime Coverage	WC 00 02 01 B 01 15
		Voluntary Compensation Maritime Coverage	WC 00 02 03 04 84
		Notice of Cancellation to Third Parties - 30 Days	WM 90 18 06 11
Auto Liability	AS2-641-005066-026	Designated Insured for Covered Autos Liability Coverage by Written Contract	CA 20 48 10 13
		Additional Insured- Lessor and Loss Payee by Written contract	CA 20 01 10 13
		Waiver of Transfer of Rights of Recovery Against Others to Us Blanket by Written Contract	CA 04 44 10 13
		Notice of Cancellation to Third parties - 30 Days	LIM 99 01 05 11
		Designated Insured - Noncontributing by Written Contract (Inclusive of Primary) by Written Contract	AC 84 23 08 11
		Primary and Non Contributory - Other Insurance Condition by Written Contract	CGU12W
Umbrella / Excess	ME1603083	The Excess Liability Policy includes an Underlying Schedule in which General Liability, Auto Liability, Employers Liability and Maritime is written on an occurrence basis. Umbrella / Excess Liability policy is excess of the underlying policies. The Umbrella / Excess Liability coverage is subject to the Underlying Schedule.	

Miscellaneous Attachment : M515859
Master ID: 1365452, Certificate ID: 14211219

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/10/2016

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 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
Arthur J. Gallagher Risk Management Services, Inc.
2 Westchester Park Dr 3rd Fl
White Plains NY 10604

CONTACT NAME:
PHONE (A/C, No, Ext): 914-696-3700 FAX (A/C, No): 914-696-1010
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allied World Surplus Lines Insuranc	24319
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED FUGRUSA-02
Fugro Roadware, Inc.
8613 Cross Park Drive
Austin, TX 78754

COVERAGES CERTIFICATE NUMBER: 1013503616 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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						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	$
A	Professional Liability			03102109	6/30/2016	6/30/2017	Limit Aggregate	$500,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Professional Liability includes a blanket notice of cancellation to certificate holders endorsement, providing for (30) days' advance notice if the policy is cancelled by the company other than for nonpayment of premium, (10) days' notice if the policy is cancelled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

CERTIFICATE HOLDER

City of Abilene
555 Walnut, Room 207
Attn: Michael Rice, P.E.
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

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM E-CIQ

For vendor or other person doing business with local governmental entity

---

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

---

1. Name of person doing business with local governmental entity.

Jerome	F.	Daleiden
First Name	MI	Last Name

2.

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

---

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NONE

---

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NONE

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship.

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7. Signature

I, [illegible], hereby swear or affirm that I completed the Form CIQ on 8/17/16.

I understand that by signing, I am submitting Form CIQ to the [City of Abilene] and hereby represent that the information provided by me is true and correct. A false statement or misrepresentation by me may result in disqualification to transact business with the [City of Abilene] in the future and may subject me to penalties under Chapter 176 of the Texas Local Government Code.

Email Address: jdaleiden@fugro.com (optional)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-100769

Date Filed:
08/17/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Fugro Roadware, Inc.
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Abilene

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

CB 1661
Pavement Evaluation

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

LISA A. THOMAS
MY COMMISSION EXPIRES
January 14, 2018

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Jerry F. Daleiden, this the 17th day of August, 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
Lisa A. Thomas	Lisa A. Thomas	Ofc. Mgr.

Agenda Item 6.4

Resolution: Award of Contract to Fugro Roadware, Inc. for a Roadway Network Inventory. ***(Rice)***

- **Request for Proposals advertised in June, 2016**
- **Three Proposals received on July 8, 2016**
- **Evaluation Committee selected Fugro Roadware, Inc. as the best proposal received.**
- **Fugro's Contract is a Fixed Fee Contract for $104,872.00**
- **Fugro's Contract has a completion date of Feb. 24, 2017**

City Council
Agenda Memo

City Council Meeting Date: 9/8/2016

TO: **Robert Hanna, City Manager**

FROM: **Rodney Taylor, Director of Water Utilities**

SUBJECT: **Resolution: Authorizing an On Demand Contract Amendment with Jacob & Martin, Ltd for Inspection Services for the Ambler Avenue Water Line Replacement Project.** ***(Taylor)***

GENERAL INFORMATION

There exists a professional services contract with Jacob and Martin, Ltd. (J&M) for On Demand General Engineering Services for the City of Abilene Water Department. This written resolution authorizes the City Manager to execute an amendment to the on demand contract to provide for Inspection Services for the Ambler Avenue Water Line Replacement project (Amendment). The Amendment provides for a Resident Project Representative by J&M to perform the day to day inspection of water utility line replacements along Ambler Avenue and has a value not to exceed $85,000.00.

SPECIAL CONSIDERATIONS

In May 2015, voters overwhelmingly passed Bond Proposition One with 81 percent of the vote. Bond Proposition One is a 45.9 million dollar street improvement package which will help improve 25 aging city streets. A segment of Ambler Avenue beginning at North Treadaway and extending west to Danville Drive is one of the streets targeted for improvement. The replacement of water utilities is not included in Bond Proposition One.

On November 19, 2015 the Abilene City Council authorized an on demand contract amendment authorizing J&M to provide the professional engineering services necessary for site surveying, preparation of plans and contract documents, and provide bidding assistance, construction oversight, materials testing, and contract administration for the replacement of water utility piping along Ambler Avenue. That Amendment did not provide for Resident Project Representation.

On June 9, 2016 the Abilene City Council awarded a contract to Starks Construction Company for the Ambler Avenue Water Line Replacement Project. The contractor has already started construction on the project.

The intent of this Amendment is to provide for Resident Project Representation (RPR) of the project. There is a need to provide full time RPR for this project due to the need for inspection of work, and continual communication and coordination between City staff, project engineer, the contractor, and affected individuals and entities along the project route. This amendment has a value not to exceed $85,000.

FUNDING/FISCAL IMPACT

Funding for this Amendment shall come from the FY 2016 Water Utilites Annual Operating Budget.

STAFF RECOMMENDATION

It is recommended that the Abilene City Council approve the Amendment as described herein.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

	Description	Type
🗋	Resolution Authorizing On Demand Contract with Jacob & Martin, Ltd. for Inspection Services of the Ambler Avenue Water Line Replacments Project	Cover Memo
🗋	Letter of one year extension of Contract with J&M to provide on demand engineering services for the Water Utilities Department-2016	Cover Memo
🗋	On demand contract amendment with J&m to provide Inspection Services for the Ambler Avenue Water Line Replacement Project	Cover Memo
🗋	Letter of one year extension of Contract with J&M to provide on demand engineering services for the Water Utilities Department-2015	Cover Memo
🗋	Contract with J&M to provide on demand engineering services for the Water Utilities Department	Cover Memo
🗋	Presentation Authorizing On Demand Contract with Jacob & Martin, Ltd. for Inspection Services of the Ambler Avenue Water Line Replacement Project	Cover Memo

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS, AUTHORIZING AN AMENDMENT TO THE ON DEMAND CONTRACT WITH JACOB AND MARTIN, LTD TO PROVIDE INSPECTION SERVICES FOR AMBLER AVENUE WATER LINE REPLACEMENT PROJECT

WHEREAS, In May 2015 voters overwhelmingly passed Bond Proposition One with 81 percent of the vote, and Bond Proposition One is a 45.9 million dollar street improvement package which will help improve 25 aging city streets; and

WHEREAS, Ambler Avenue is included in the improvement package, and the improvements will begin at N. Treadaway Boulevard and extend west to Danville Drive; and

WHEREAS, on November 19, 2015 the Abilene City Council authorized an on demand contract amendment with Jacob and Martin, Ltd. (JM) to provide professional engineering services for project design, bidding assistance, and other project management functions for the Ambler Avenue Water Line Replacement project (Project), however that amendment did not provide for Resident Project Representation; and

WHEREAS, on June 9, 2016 the Abilene City Council awarded a construction contract to Starks Construction Company for the Project; and

WHEREAS, there is a need to provide full time Resident Project Representation (RPR) for this project due to the need for inspection of work, and continual communication and coordination between City staff, the project engineer, the contractor, and affected individuals and entities along the project route, and this on demand contract amendment with JM will provide for a full time RPR on this project in an amount not to exceed $85,000; and

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

That the City Manager is authorized to execute an amendment to the Professional Services contract with Jacob & Martin, Ltd. for On Demand General Engineering Services for the City of Abilene Water Department, and the Amendment is to provide full time Resident Project Representation for Inspection Services for Ambler Avenue Water Line Replacement Project in an amount not to exceed $85,000.00.

ADOPTED this 8th day of September, 2016.

ATTEST:

_____	_____
Danette Dunlap, City Secretary	Norman Archibald, Mayor

APPROVED:

_____

Stanley E. Smith, City Attorney

CITY OF ABILENE

WATER DEPARTMENT

April 4, 2016

Jacob and Martin, Ltd
Attn: Ken Martin, P.E.
3465 Curry Lane
Abilene, TX 79606

Re: Renewal of Contract for an additional one year term
On-Demand General Engineering Services for the City of Abilene Water Department

Dear Ken,

There exists a Professional Services Contract between the City of Abilene and Jacob & Martin, Ltd. dated April 1st, 2014 for On-Demand General Engineering Services. Section I. of the contract provides that the City of Abilene may renew the contract for up to three additional one year terms under the same terms and conditions. This letter is the City's invitation for Jacob and Martin, Ltd. to agree to a one year extension of the said contract. This will be the second extension. If you accept this offer of extension then please sign and date this letter and return to City of Abilene Water Administration. Contact me at 325-676-6452 or rodney.taylor@abilenetx.com should you have any questions or concerns.

Sincerely,

Rodney Taylor
Director of Water Utilities

My signature below confirms that Jacob & Martin, Ltd. does agree to a one year extension of the Professional Services Contract for On-Demand General Engineering Services for the City of Abilene Water Department, under the original terms and conditions.

Ken Martin, P.E., President

4/5/16
Date

JACOB MARTIN

CITY OF ABILENE

ATTACHMENT C

AMENDMENT TO CONTRACT

There exists a Professional Services Contract for On-Demand General Engineering Services for the City of Abilene Water Department, effective April 1, 2014, by and between the City of Abilene ("City"), and Jacob & Martin, LLC ("Consultant") with a one-year extension to the Contract dated April 5, 2016.

The means for performing work under that contract is by amendment utilizing this Attachment C, Amendment to Contract. An Amendment shall be developed for each objective. A Scope of Services and Compensation for completing the objective shall be attached. This document shall be signed by both parties to the Professional Services Contract.

The City of Abilene Water Department requires the services of a Professional Engineering Firm to provide On-Demand General Engineering Design and Consulting Services. The objective of Amendment No. 44 is Resident Project Representation for the Ambler Avenue Water Line Replacement Project. Amendment to Contract incorporates into the Professional Services Contract the attached Scope of Work and Compensation, in its entirety, for completing the objective.

Consultant will provide professional services to assist in accomplishing the above objective. A Scope of Work detailing the tasks associated with the objective has been developed and is attached hereto and incorporated into this contract by reference for all purposes. Compensation for completing the tasks associated with the objective has been developed and is attached hereto and incorporated into this contract by reference for all purposes.

The Consultant must complete all services necessary to complete the objective by the mutually agreed upon date of March 31, 2017.

City of Abilene:

By:_____
Robert Hanna

Title: City Manager

Date:_____

Consultant:

By:_____
Kirt Harle, P.E.

Title: Principal

Date:_____

Attest:

By:_____
City Secretary

AMENDMENT NO. 44

On-Demand General Engineering Services for the City of Abilene Water Department

Jacob & Martin, LLC

SCOPE OF SERVICES

The project scope includes resident project representation for the Ambler Avenue water line replacement project.

A. Resident Project Representative

A.1 Engineer shall provide resident project representative with duties, responsibilities and limitations of authority of the resident project representative described under Attachment A to this Amendment.

AMENDMENT NO. 44

On-Demand General Engineering Services for the City of Abilene Water Department

Jacob & Martin, LLC

COMPENSATION PAYMENT SCHEDULE

Compensation for Resident Project Representative as described in Scope of Services and Attachment A to this amendment: The scope of services shall be paid on an hourly and expense basis according to the attached rate schedule with not to exceed of $85,000.00.

Engineer may submit an invoice to the City at the end of each month. City will pay invoices according to its normal payment procedures.

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.

Jacob & Martin, LLC
RATE SCHEDULE

FEES FOR PROFESSIONAL SERVICES

Principal Engineer	$175.00 per hour
Registered Professional Engineer 1	$150.00 per hour
Registered Professional Engineer 2	$150.00 per hour
Staff Engineer (E.I.T.)	$110.00 per hour
Licensed Architect	$130.00 per hour
Engineering Technician 1	$ 90.00 per hour
Engineering Technician 2	$ 70.00 per hour
Environmental Coordinator	$ 90.00 per hour
GIS Technician 1	$ 80.00 per hour
GIS Technician 2	$ 65.00 per hour
CAD Draftsman 1	$ 75.00 per hour
CAD Draftsman 2	$ 60.00 per hour
Registered Professional Land Surveyor	$120.00 per hour
Surveyor (S.I.T.)	$ 80.00 per hour
Resident Inspector (non-engineer)	$ 65.00 per hour
Clerical 1	$ 50.00 per hour
Clerical 2	$ 40.00 per hour

FIELD WORK

1-Man Crew or Technician	$ 65.00 per hour
2-Man Crew	$100.00 per hour
3-Man Crew	$130.00 per hour
GPS Equipment	$ 60.00 per hour
Robotic Total Station	$ 50.00 per hour
Mule	$ 30.00 per hour

Sales tax will be added where applicable.

REIMBURSABLE EXPENSES

1. Vehicle Charge - $50.00 per day plus IRS rate per mile (2016 rate 56 cents/mile)
   A FACTOR OF 1.10 SHALL BE APPLIED TO THE FOLLOWING:
2. Blue Line Prints - $2.50 per copy.
3. Actual cost of subsistence and lodging.
4. Actual cost of long distance telephone calls, telegrams, express charges and postage, other than ordinary first class.
5. Actual cost of materials required for the job and used in surveying, drafting and allied activities, including printing and reproduction costs.
6. Actual cost of special tests and services of special consultants, if required.

"ATTACHMENT A"

CITY OF ABILENE

AMBLER AVENUE WATER LINE REPLACEMENT

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

A. GENERAL

1. The Resident Project Representative (RPR), as the Engineer's agent, will act as directed by and under the supervision of the Engineer, and will confer with the Engineer regarding RPR's actions. The Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be with the Engineer and Contractor(s), keeping the Owner advised as necessary. Dealings with the subcontractors shall only be through or with the full knowledge of the Contractor (s).

B. DUTIES AND RESPONSIBILITIES

1. Conferences:

   a. Attend preconstruction conference. Arrange and conduct schedule of progress/coordination meetings and other job conferences as required in consultation with the Engineer and notify in advance the Owner's Representative, Contractor (s) and others that will be expected to attend. Record, maintain and circulate copies of minutes to all attendees.

2. Schedules:

   a. Review the progress schedule, schedule of submittals and schedule of values prepared by the Contractor (s) and consult with the Engineer concerning their acceptability.

3. Liaison:

   a. Serve as the Engineer's liaison with the contractor(s) superintendent(s) and assist the superintended in understanding the intent of the contract Documents. Assist the Engineer in serving as the Owner's liaison with the Contractor(s) when the Contractor's operations affect the Owner's on-site operations.

   b. As requested by the Engineer, assist in obtaining additional details or information, when requested at the job site for proper execution of the work.

4. Submittals:

   a. Receive and record date of receipt of all required Submittals, receive all samples which are furnished at the site by the Contractor(s), and notify the Engineer of their availability for examination.

   b. Advise the Engineer and Contractor(s) prior to the commencement of any work requiring a Submittal that has not yet been approved by the Engineer.

5. Review of Work, Rejection of Defective Work, Inspection and Tests:

   a. Conduct on-site observations of the work in progress to assist the Engineer in determining if the work is proceeding on schedule and in accordance with the contract Documents and whether completed work will conform the same.

   b. Report immediately to the Engineer whenever the RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or that has been damaged prior to final acceptance; promptly advise the Engineer when the RPR believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

   c. Verify that tests, equipment and systems start-ups and operating/maintenance procedures are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record (in the Daily Diary) and report to the Engineer appropriate details relative to the test procedures and start-ups.

   d. Accompany visitors representing public and other agencies having jurisdiction over the Project, record (in the Daily Diary) the outcome of these inspections.

6. Interpretation of Contract Documents:

   a. Transmit to Contractor(s) the Engineer's clarification and interpretations of the Contract Documents.

7. Modifications:

   a. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to the Engineer.

8. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Submittals and sample submissions, reproductions or original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract Documents, Daily Progress Reports, test reports and other project related documents.

b. Keep a Daily Diary, recording hours on job site (include RPR's), weather conditions, work force(s), equipment in use and idle, data relative to questions of extras or deductions, list of visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer on a weekly basis.

c. Maintain on a current basis a set of project drawings marked to show the work as actually constructed and assist the Engineer in the preparation of Record Drawings from the information on these marked drawings.

d. Record names, addresses and telephone numbers of all Contractors, subcontractors, testing laboratories and major suppliers of materials and equipment.

9. Reporting:

a. Furnish weekly construction reports to the Engineer in the form of copies from the Daily Diary on a weekly basis.

b. Notify the Engineer of deficiencies in the Contractor's compliance with the approved progress schedule and/or schedule of Submittals.

c. Consult with the Engineer in advance of scheduled major tests, inspection or start of important phases of the work.

d. Report immediately to the Engineer upon the occurrence of any accident.

e. Report immediately to the Engineer any tests or inspections not in compliance with the Contract Documents.

10. Payment Requisitions:

a. Review applications for payment with Contractor for compliance with the established procedure for submission and forward applications for payment with recommendations to the Engineer, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

11. Wage Rates:

a. Review the Contractor's certified payroll and determine whether the contractor is compensating employees in accordance with the wage rates contained in the Contract Documents and stated in the certified payroll. (NOT REQUIRED)

12. Submittals of Certificates, Maintenance and Operation Manuals:

a. During the course of the work, verify that certificates, maintenance and operation manuals and other Submittal data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to Engineer for his review prior to final acceptance of the work.

13. Project Completion:

a. Conduct the final and pre-final (if applicable) construction inspection in the company of the Engineer, Owner, Contractor(s) and other interested parties and prepare a list of all items to be completed or corrected.

14. Data Collection:

a. Collect daily GPS shots of installed water line segments, valves, existing utilities, etc. for the purpose of preparing Record Drawings and providing a GIS data collection file to the Owner following completion of the project.

C. LIMITATIONS OF AUTHORITY

Except upon written instructions from the Engineer, the Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.

2. Shall not exceed limitations on the Engineer's authority as set forth in the Contract Documents.

3. Shall not undertake any of the responsibilities of Contractor(s), subcontractors or Contactor's superintendent, or expedite the work.

4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.

5. Shall not advise on or issue directions as to safety precautions and programs in connection with the work.

6. Shall not authorize the Owner to occupy the Project in whole or in part.

7. Shall not participate in specialized field or laboratory tests.

CITY OF ABILENE

March 16, 2015

Jacob and Martin, Ltd
Attn: Ken Martin, P.E.
3465 Curry Lane
Abilene, TX 79606

Re: Renewal of Contract for an additional one year term
On-Demand General Engineering Services for the City of Abilene Water Department

Dear Ken,

There exists a Professional Services Contract between the City of Abilene and Jacob & Martin, Ltd. dated April 1st, 2014 for On-Demand General Engineering Services. Section I. of the contract provides that the City of Abilene may renew the contract for up to three additional one year terms under the same terms and conditions. This letter is the City's invitation for Jacob and Martin, Ltd. to agree to a one year extension of the said contract. This will be the first extension. If you accept this offer of extension then please sign and date this letter and return to City of Abilene Water Administration. Contact me at 325-676-6452 or rodney.taylor@abilenetx.com should you have any questions or concerns.

Sincerely,

Rodney Taylor
Assistant Director of Water Utilities

My signature below confirms that Jacob & Martin, Ltd. does agree to a one year extension of the Professional Services Contract for On-Demand General Engineering Services for the City of Abilene Water Department, under the original terms and conditions.

Ken Martin, P.E., President

3/19/15
Date

CITY OF
ABILENE

PROFESSIONAL SERVICES CONTRACT
ENGINEERS AND ARCHITECTS

This contract, dated April 1, 2014, is between the City of Abilene ("City"), and Jacob & Martin, LTD. ("Consultant").

The City wants to contract for On-Demand General Engineering Services for the City of Abilene Water Department and the Consultant will provide professional services to assist in accomplishing that objective.

I. TERMS

In consideration of the compensation stated in paragraph II, the Consultant must provide all services as described in Attachment A, which is incorporated by reference for all purposes. The Consultant must complete all services by a mutually agreed upon date. The term of this contract is for one year from effective date. The City of Abilene may renew the contract for up to three additional one year terms under the same terms and conditions.

II. PAYMENT

Payment is according to Attachment B and shall be negotiated individually for completing each objective.

III. ASSIGNMENT

The Consultant may not assign in whole or in part any rights, duties, obligations or interest arising from this agreement without the City's prior written consent.

IV. AMENDMENT OR MODIFICATION

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

V. OWNERSHIP OF DOCUMENTS AND MATERIALS

All documents and materials prepared by Consultant under the terms of this contract are

the Consultant's property at the time of preparation. Consultant will deliver to the City copies of the prepared documents and materials, and of all data and research material utilized in developing the documents on the City's behalf. Consultant shall make all documents and related data and material available to City for inspection *whenever requested.* City has the right to make duplicate copies of such documents or materials for its own file or use for any other such purposes as the City deems necessary and there shall be no additional costs incurred because of such copying or use.

VI. NONDISCLOSURE

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

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.

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

"Consultant's employees" shall mean any employees, officers, agents, subcontractors, licensee and invitees of Consultant.

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

(i) injury or damage to any property or right

(ii) injury, damage, or death to any person or entity

(iii) attorneys fees, witness fees, expert witness fees and expenses, and

(iv) all other costs and expenses of litigation

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

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

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

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

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

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

VIII. INSURANCE

A. GENERAL REQUIREMENTS

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

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

The required insurance naming the City as additional insured must be primary insurance

and not contributing with any other insurance available to City, under any third party liability policy.

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

B. ADDITIONAL REQUIREMENTS

The required liability insurances and their certificates shall:

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

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

C. TYPES AND AMOUNT OF INSURANCE

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

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

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

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

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

XI. PROJECT REPRESENTATION

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

XII. NOTICE

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

City – ATTN: Tommy O'Brien, P.E.
City of Abilene
P.O. Box 60
Abilene, TX 79604

Consultant – ATTN: Ken Martin, P.E.
Jacob & Martin, LTD.
3465 Curry Lane
Abilene, TX 79606

XIII. COMPLIANCE WITH LAWS, CHARTER, ORDINANCES

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

XIV. NO INDEBTEDNESS

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

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

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

XV. EQUAL EMPLOYMENT OPPORTUNITY

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

XVI. VERIFICATION OF EMPLOYMENT ELIGIBILITY

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

XVII. 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, 500 Chestnut St., 6th floor, Abilene, Texas, 79602, 325-690-0300.

XVIII. SALES TAX

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

IN WITNESS HEREOF the parties have executed this agreement.

CITY OF ABILENE

By: _____
Larry Gilley

Title: City Manager

ATTEST:

_____

APPROVED:

_____
City Attorney

_____
Risk Manager

COMPANY NAME

By: _____
Ken Martin

Title: President

Address: 3465 Curry Lane
Abilene, TX 79606

Phone Number: (325) 695-1070

Fax Number: (325) 690-6417

Federal Tax I.D. #: 751285782

ATTEST: (If Corporation)

_____
Corporation's Secretary

Corporate Seal (If Available):

ATTACHMENT A

SCOPE OF SERVICES

The City of Abilene Water Department requires the services of a Professional Engineering Firm to provide On-Demand General Engineering Design and Consulting Services. This contract provides that the City may assign certain Engineering and consulting tasks as listed below to Jacob and Martin, LTD. ("Consultant"). Attachment C Amendment to Contract shall be the instrument used to incorporate into this contract the On-Demand services assigned to the Consultant by the City to complete the objective. The City has received and reviewed a Statement of Qualifications demonstrating the capabilities of the Consultant in providing those services in accomplishing the tasks listed below.

1. Design of water distribution piping systems
2. Design of gravity sewage collection systems and force mains
3. Evaluation and design of water treatment processes
4. Evaluation and design of wastewater plant processes
5. Evaluation and design of pump stations
6. Evaluation and design of maintenance and coating systems for water tanks
7. Surveying, legal descriptions, and drawings
8. Easement negotiation, acquisition, and filing
9. Direct Supervision of construction projects
10. Preparation of plans, specifications, contract documents, and assistance with bidding
11. Design of electrical and control wiring for equipment and process control
12. Assist staff with general compliance and permitting issues with TCEQ and USEPA
13. Assist staff with unique issues requiring the assistance of a Professional Engineer

The engineering services could be for tasks that are routine in nature and would not include extensive studies, evaluations, or permit applications, or the design of large scale renovation or new construction projects. Large projects would be accomplished using individual project-specific contracts.

The general engineering services are necessary to fulfill the requirements and intent as established in the Texas Engineering Practice Act Rules 1001.053 and 1001.407 requiring that for a public work project of a certain value the engineering plans, specifications, and estimates must be prepared by an engineer; and the engineering construction is to be performed under the direct supervision of an engineer.

For each project requiring the services of the Consultant the city will provide the Consultant with a description of the objective. City staff and Consultant will develop a Scope of Work and compensation to accomplish the objective. Attachment C, Amendment to Contract, shall be utilized to incorporate into the Professional Services Contract the Scope of Work and Compensation for completing the objective. Attachment C shall be signed by each party.

ATTACHMENT B

COMPENSATION

Compensation for On-Demand General Engineering Design and Consulting Services performed under this contract shall be negotiated individually by City and Consultant for each objective and incorporated into this Contract utilizing Attachment C Amendment to Contract.

ATTACHMENT C

AMENDMENT TO CONTRACT

There exists a Professional Services Contract for On-Demand General Engineering Services for the City of Abilene Water Department, effective _____, 20___, by and between the City of Abilene ("City"), and Jacob & Martin, LTD. ("Consultant").

The means for performing work under that contract is by amendment utilizing this Attachment C, Amendment to Contract. An Amendment shall be developed for each objective. A Scope of Services and Compensation for completing the objective shall be attached. This document shall be signed by both parties to the Professional Services Contract.

The City of Abilene Water Department requires the services of a Professional Engineering Firm to provide On-Demand General Engineering Design and Consulting Services. The objective of Amendment to Contract, No. __ is _____. This Amendment to Contract incorporates into the Professional Services Contract the attached Scope of Work and Compensation, in its entirety, for completing the objective.

Consultant will provide professional services to assist in accomplishing the above objective. A Scope of Work detailing the tasks associated with the objective has been developed and is attached hereto and incorporated into this contract by reference for all purposes. Compensation for completing the tasks associated with the objective has been developed and is attached hereto and incorporated into this contract by reference for all purposes.

The Consultant must complete all services necessary to complete the objective by the mutually agreed upon date of _____, 20___.

City of Abilene:

By:_____
Larry Gilley
Title: City Manager

Date:_____

Consultant:

By:_____
Ken Martin, P.E.
Title:_____

Date:_____

Agenda Item X.X

Resolution: Authorize On Demand Contract with Jacob & Martin Ltd. for Inspection Services for Ambler Avenue Water Line Replacement Project.

CITY OF ABILENE TEXAS

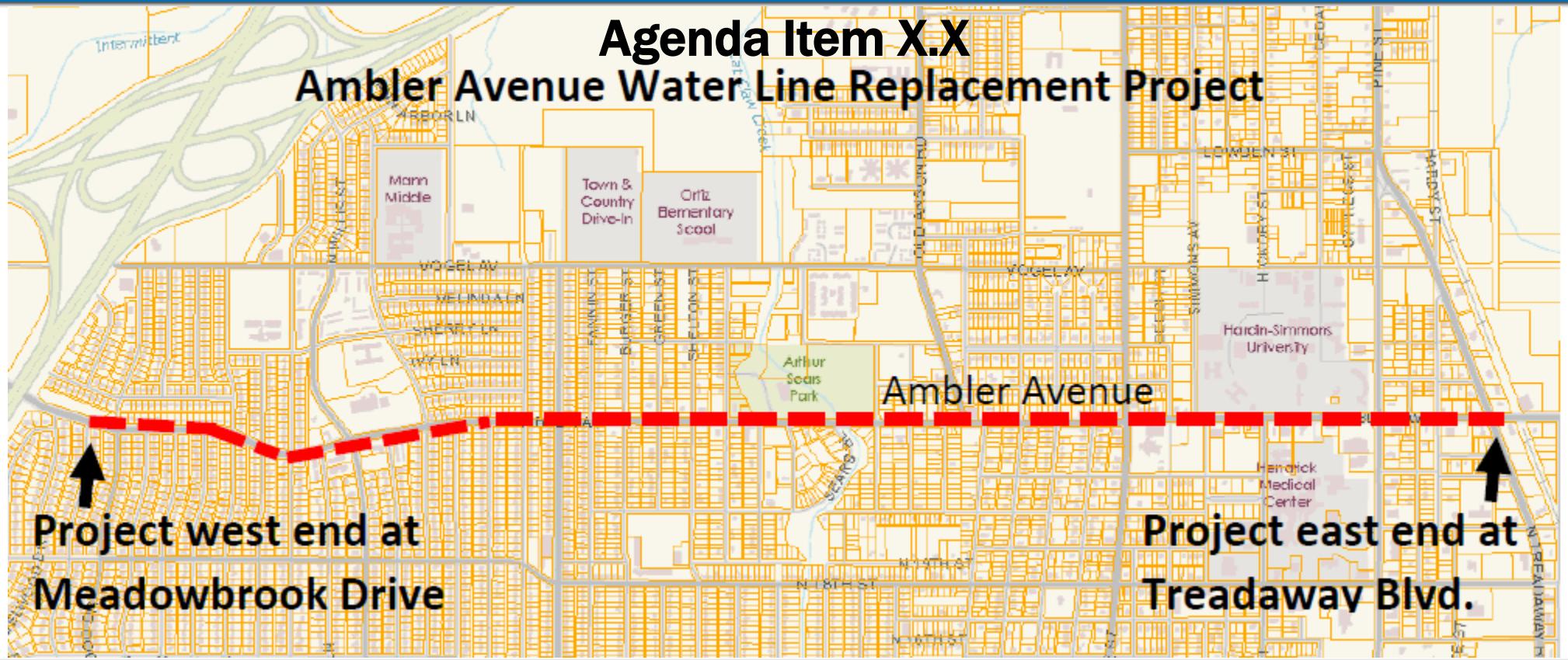
Agenda Item X.X

- On 11/19/15 Council awarded design contract to Jacob & Martin
- On 6/9/16 Council awarded construction contract to Starks Construction Co.
- Replacement of about 20,000 feet of aged cast iron water lines
- Traffic Control Plan for entire length of project
- Asphalt patch to restore roadway surface
- Significant impact on citizens, businesses, campuses, and traffic
- No City staff available for this level of commitment of time and attention
- Jacob & Martin to provide full time Resident Project Representative

CITY OF ABILENE TEXAS

Agenda Item X.X

Ambler Avenue Water Line Replacement Project



CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 9/8/2016

TO: **Robert Hanna, City Manager**

FROM: **Don Green, Director of Transportation Services**

SUBJECT: **Resolution & Public Hearing: Proposed Increases to the fares for all CityLink services; and setting a second public hearing on September 22, 2016. *(Green)***

GENERAL INFORMATION

CityLink provides the following transit services within the City of Abilene: Scheduled Fixed Route Bus Service, ADA Paratransit Service and Demand-Response Evening Services. These transit services are vital to many of our citizens as the primary mode of transportation around the city for such reasons as to shop, to get to/from a job or a medical appointment. CityLink offers these services six days a week.

The rate increase is proposed to help offset increased operating costs incurred by the city's general fund in supporting CityLink operations.

SPECIAL CONSIDERATIONS

The proposed fare increases are listed below:

CityLink Transit Current Fare Structure and Proposed Fare Structure

FIXED ROUTE FARE STRUCTURE		
MEDIA TYPE	CURRENT FARES	PROPOSED FARES
ADULT FARE	$ 1.25	$ 1.50
YOUTH FARE	$ 0.75	$ 1.00
DAY PASS	$ 2.50	$ 3.00
7-DAY PASS	$ 12.00	$ 15.00
31-DAY PASS	$ 38.00	$ 45.00
7-DAY YOUTH PASS	$ 7.50	$ 10.00
31-DAY YOUTH PASS	$ 20.00	$ 25.00
DISCOUNTED FARES		
ELDERLY/DISABLED	$ 0.40	$ 0.65
7-DAY ELDERLY/DISABLED PASS	$ 6.00	$ 8.00
31-DAY ELDERLY/DISABLED		

PASS	$ 15.00	$ 20.00

ADA PARATRANSIT FARE STRUCTURE

MEDIA TYPE	CURRENT FARES	PROPOSED FARES
REGULAR SERVICE AREA FARE	$ 1.50	$ 2.00
EXTENDED SERVICE AREA FARE	$ 2.25	$ 3.00
10-RIDE BOOK REGULAR SERVICE AREA	$ 15.00	$ 20.00
20-RIDE BOOK ADA	$ 45.00	$ 60.00
10-RIDE BOOK EXTENDED SERVICE AREA	$ -	$ 30.00
DEMAND RESPONSE/EVENING SERVICE		
CDBG/WORK FARE	$ 2.00	$ 2.50
EVENING SERVICE GENERAL FARE	$ 5.00	$ 6.00
10-RIDE CDBG BOOK	$ 20.00	$ 25.00
10-RIDE GENERAL FARE BOOK	$ 50.00	$ 60.00

FUNDING/FISCAL IMPACT

The proposed increased fares are projected to increase revenues by approximately $88,000, which would result in a direct $88,000 decrease in CityLink funding from the city's General Fund.

Fares will be effective October 1, 2016.

STAFF RECOMMENDATION

Staff recommends approval of the fare increases.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
CityLink Fare Increase Resolution	Resolution Letter
CityLink Fare Increase Proposal Presentation	Cover Memo

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABILENE, TEXAS AUTHORIZING THE INCREASED FARES TO ALL CATEGORIES OF TRANSIT SERVICE PROVIDED BY CITYLINK

WHEREAS, the City of Abilene (City) owns and operates CityLink; and

WHEREAS, the City receives grant funding through Federal Transportation Administration (FTA), as authorized by the Congress of the United States of America and Texas Department of Transportation (TXDOT) operating costs; and

WHEREAS, the City also supports CityLink's operating costs through a General Fund subsidy; and

WHEREAS, the last fare increase was October 1, 2007; and

WHEREAS, to reduce the increasing impact to the General Fund a fare increase of all transit categories was considered; and

WHEREAS, the city submitted the proposed fares for FTA review and conducted two public hearings; and

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

Part 1. That CityLink is authorized to charge the new fares as shown in Attachment A.

Part 2. That this Resolution takes effect October 1, 2016.

ADOPTED this 22nd day of September 2016.

ATTEST:

_____
Danette Dunlap, City Secretary

_____
Norman Archibald, Mayor

APPROVED:

_____
Stanley Smith, City Attorney

ATTACHMENT A

To

RESOLUTION NO. _____

FIXED SCHEDULE BUS ROUTE FARES

Media	Approved Fares
Adult Fare	$ 1.50
Youth Fare	$ 1.00
Day Pass	$ 3.00
7 Day Pass	$15.00
31 Day Pass	$45.00
7 Day Youth Pass	$10.00
31 Day Youth Pass	$25.00
Discounted Fares	
Elderly/Disabled	$ .65
7 Day Elderly/Disabled Pass	$ 8.00
31 Day Elderly/Disabled Pass	$20.00

ADA PARATRANSIT FARE STRUCTURE

Media Type	Approved Fares
Regular Service Area Fare	$ 2.00
Extended Service Area Fare	$ 3.00
10 Ride Book Regular Service Area	$20.00
10 Ride Book Extended Service Area	$30.00
20 Ride Book Extended Service Area	$60.00
Demand Response/Evening Service	
CDBG Work Fare	$ 2.50
Evening Service General Fare	$ 6.00
10 Ride CDBG Book	$25.00
10 Ride General Fare Book	$60.00

CityLink Fare Increase Proposal and Public Hearing

September 8, 2016

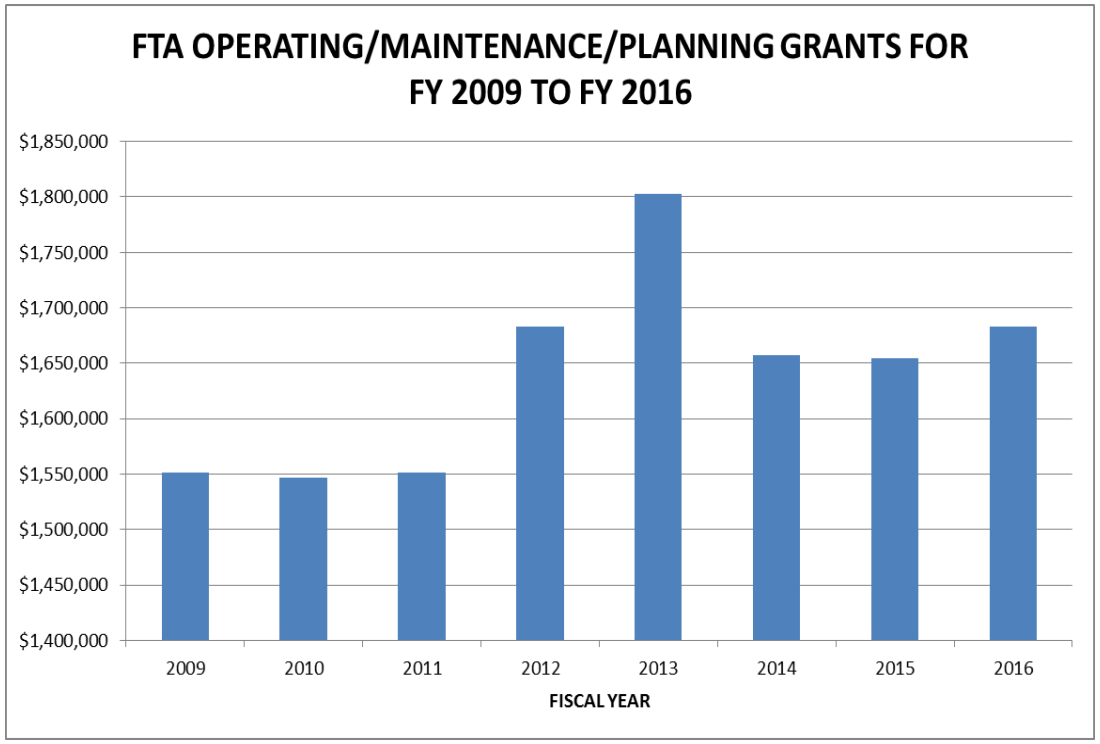
CITY OF ABILENE TEXAS

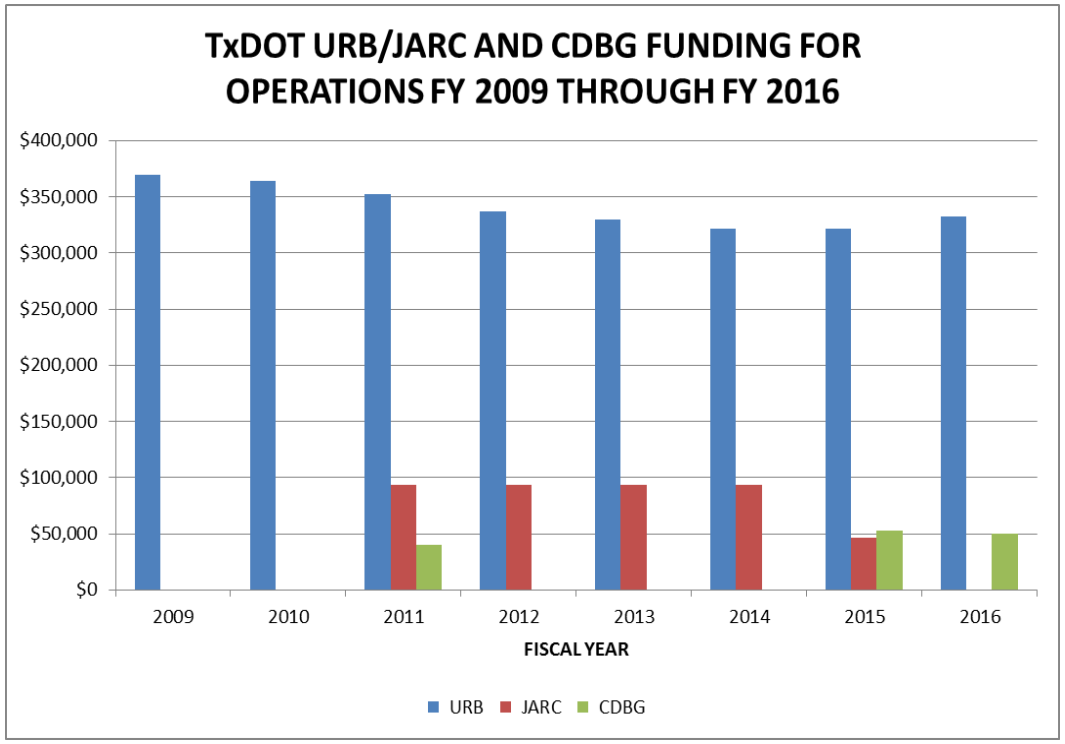
CITYLINK TRANSIT

- CityLink Transit provides fixed route, ADA complimentary paratransit and evening demand response services within the city limits of Abilene.
    - FY 14: 617,971 Riders
    - FY 15: 610,493 Riders
    - FY 16 YTD: 510,604 Riders
    - Over 1,008,654 miles

- Ridership percentage
    - 84% Fixed Route
    - 13% ADA Paratransit
    - 2% Evening Demand Response Service
    - 1% Charter Services

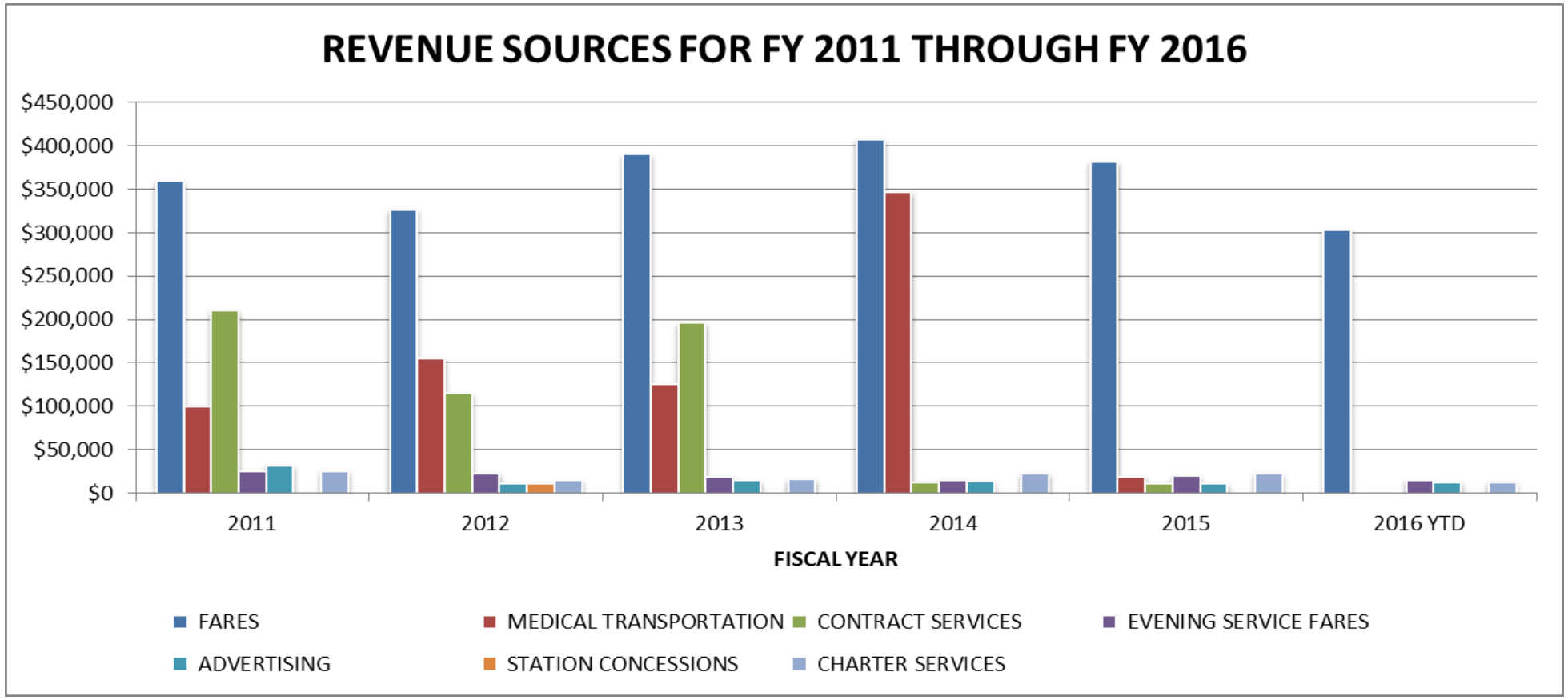
CITYLINK TRANSIT FUNDING LEVELS





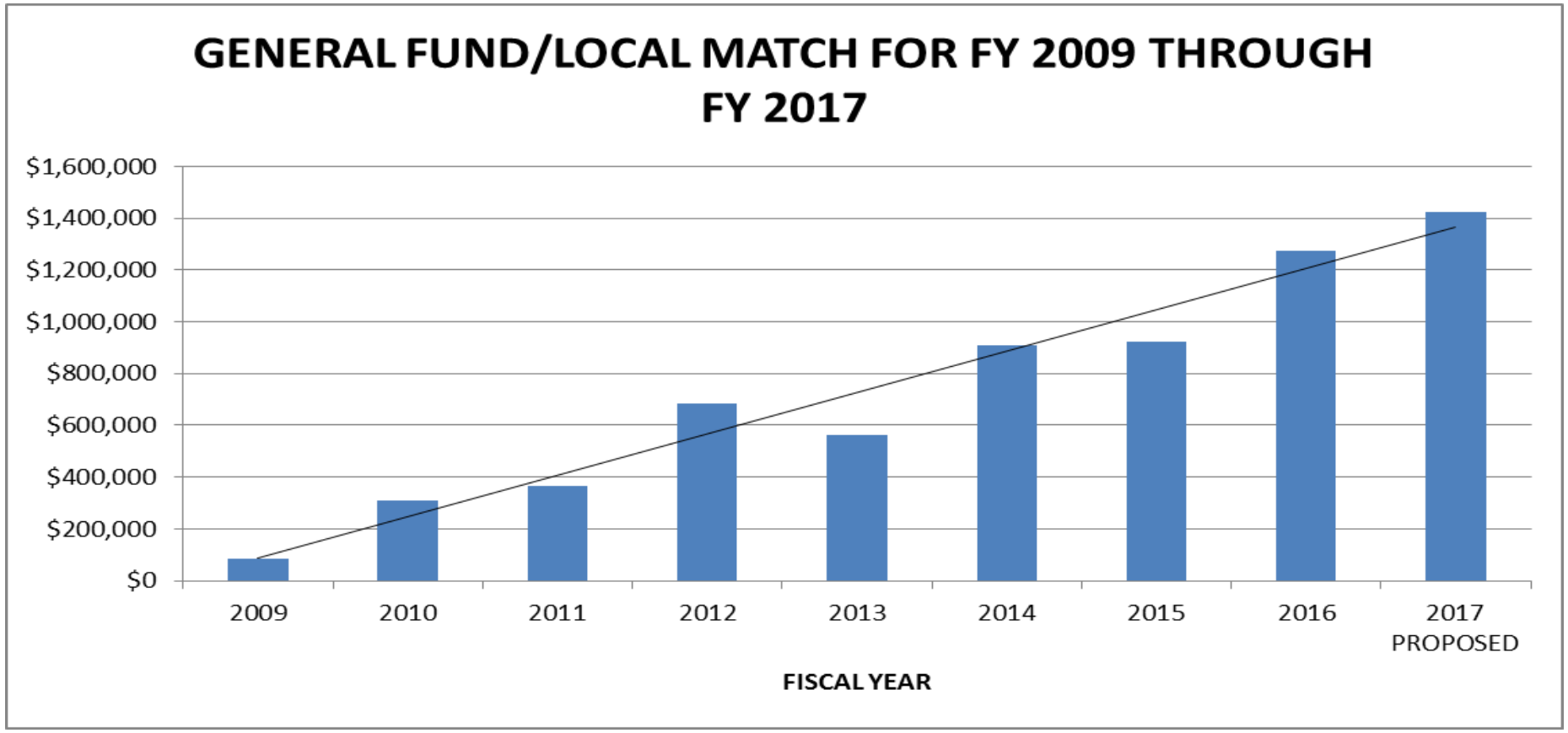
CityLink Transit is funded through Federal/State Grant Programs as well as additional revenue sources such as CDBG grant funding.

CITYLINK TRANSIT OTHER REVENUE SOURCES



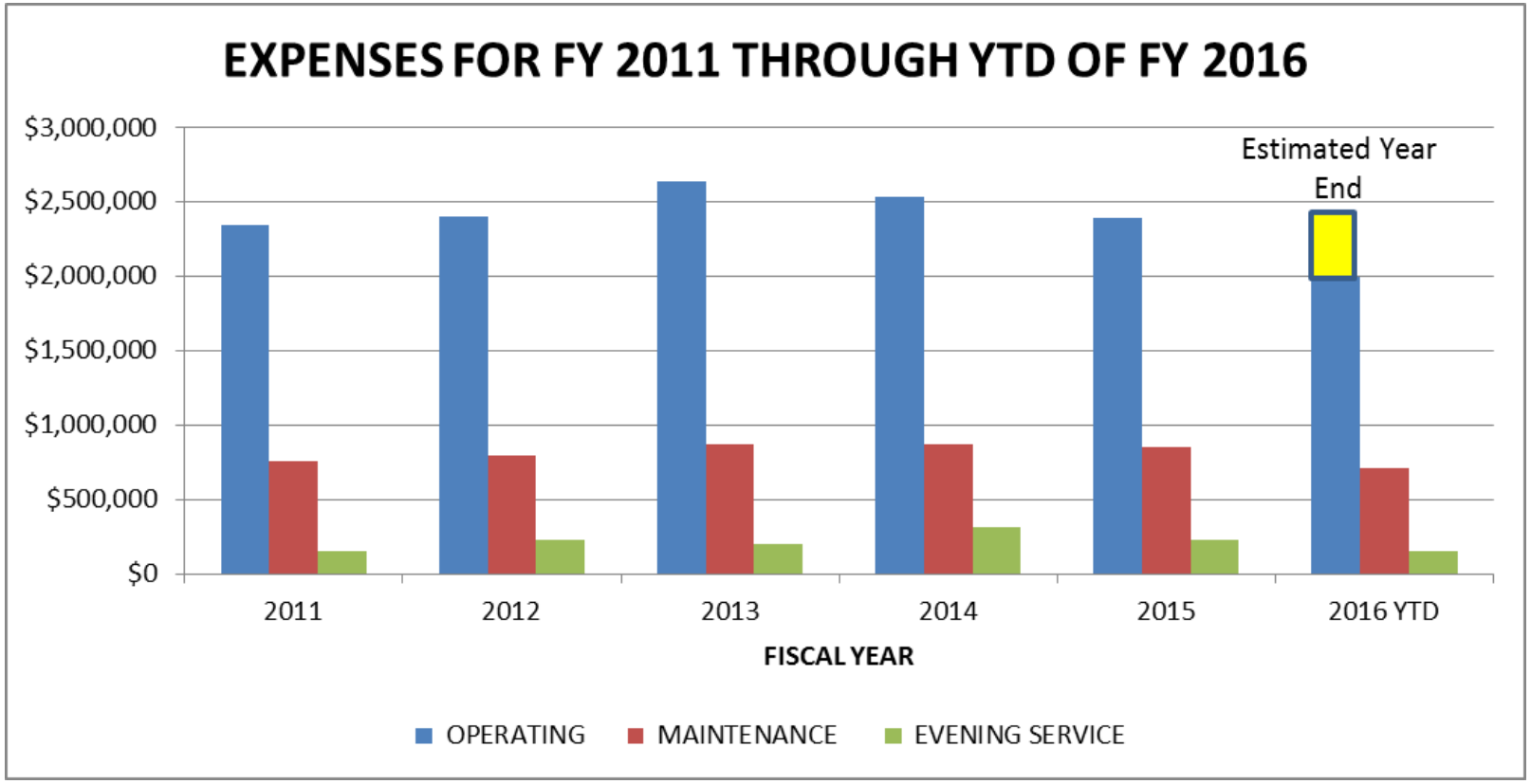
- Other revenue sources are utilized to reduce expenses for federal/state reimbursements. In effect reducing the amount required from the general fund for the matching requirements.

CITYLINK TRANSIT GENERAL FUND EXPENDITURES



- General fund expenditures are utilized to meet Federal/State matching requirements.

CITYLINK TRANSIT EXPENSES



- The chart does not show previous/current capital projects only operating expenses.

CITYLINK FARE PROPOSED FARE INCREASE

- As part of the Title VI analysis a survey was conducted in May 2016 of CityLink Transit riders.
    - 48% of riders utilize CityLink Transit for work or medical purposes
    - 65% of the ridership would be considered low income
    - 43% of ridership are minority riders
    - 88% of riders are totally satisfied/satisfied with the services provided
    - 75% of the riders would be acceptable to a $0.25 raise in the fares
- Last fare increase was in 2007

CITYLINK TRANSIT PROPOSED FARE INCREASE

- As required by Title VI guidelines a fare increase requires the following:
  - Public Hearings
    - City Council Meeting, September 8th, 2016
    - City Council Meeting, September 22, 2016
  - Public Comment Period
    - September 5th, 2016 through September 19th, 2016
    - Written comments will be accepted at CityLink Offices, 1189 S. 2nd, Abilene Texas. Comments will also be accepted by email.
  - City Council approval through resolution
    - September 22, 2016

CITYLINK TRANSIT PROPOSED FARE INCREASE

FIXED ROUTE FARE STRUCTURE		
MEDIA TYPE	CURRENT FARES	PROPOSED FARES
ADULT FARE	$ 1.25	$ 1.50
YOUTH FARE	$ 0.75	$ 1.00
DAY PASS	$ 2.50	$ 3.00
7-DAY PASS	$ 12.00	$ 15.00
31-DAY PASS	$ 38.00	$ 45.00
7-DAY YOUTH PASS	$ 7.50	$ 10.00
31-DAY YOUTH PASS	$ 20.00	$ 25.00
DISCOUNTED FARES		
ELDERLY/DISABLED	$ 0.40	$ 0.65
7-DAY ELDERLY/DISABLED PASS	$ 6.00	$ 8.00
31-DAY ELDERLY/DISABLED PASS	$ 15.00	$ 20.00

ADA PARATRANSIT FARE STRUCTURE		
MEDIA TYPE	CURRENT FARES	PROPOSED FARES
REGULAR SERVICE AREA FARE	$ 1.50	$ 2.00
EXTENDED SERVICE AREA FARE	$ 2.25	$ 3.00
10-RIDE BOOK REGULAR SERVICE AREA	$ 15.00	$ 20.00
20-RIDE BOOK ADA	$ 45.00	$ 60.00
10-RIDE BOOK EXENDED SERVICE AREA	$ -	*$ 30.00*
DEMAND RESPONSE/EVENING SERVICE		
CDBG/WORK FARE	$ 2.00	$ 2.50
EVENING SERVICE GENERAL FARE	$ 5.00	$ 6.00
10-RIDE CDBG BOOK	$ 20.00	$ 25.00
10 RIDE GENERAL FARE BOOK	$ 50.00	$ 60.00

- Average fare increase is by 33% across all modes

CITYLINK TRANSIT PROPOSED FARE INCREASE

MEDIA TYPE	CURRENT FARES	PROPOSED FARES	April-15/April 16	YTD AMOUNT	YTD PROPOSED	
FIXED ROUTE FARES						
ADULT FARE	$ 1.25	$ 1.50	66,423	$ 83,028.75	$ 99,634.50	
YOUTH FARE	$ 0.75	$ 1.00	4,960	$ 3,720.00	$ 4,960.00	
DAY PASS	$ 2.50	$ 3.00	17,770	$ 44,425.00	$ 53,310.00	
7-DAY PASS	$ 12.00	$ 15.00	1,710	$ 20,520.00	$ 25,650.00	
31-DAY PASS	$ 38.00	$ 45.00	1,018	$ 38,684.00	$ 45,810.00	
7-DAY YOUTH PASS	$ 7.50	$ 10.00	120	$ 900.00	$ 1,200.00	
31-DAY YOUTH PASS	$ 20.00	$ 25.00	115	$ 2,300.00	$ 2,875.00	
DISCOUNTED FARES						
ELDERLY/DISABLED	$ 0.40	$ 0.65	28,900	$ 11,560.00	$ 18,785.00	
7-DAY ELDERLY/DISABLED PASS	$ 6.00	$ 8.00	192	$ 1,152.00	$ 1,536.00	
31-DAY ELDERLY/DISABLED PASS	$ 15.00	$ 20.00	2,231	$ 33,465.00	$ 44,620.00	
ADA PARATRANSIT SERVICE						
REGULAR SERVICE AREA FARE	$ 1.50	$ 2.00	22,660	$ 33,990.00	$ 45,320.00	
EXTENDED SERVICE AREA FARE	$ 2.25	$ 3.00	1,500	$ 3,375.00	$ 4,500.00	
10-RIDE BOOK REGULAR SERVICE AREA	$ 15.00	$ 20.00	758	$ 11,370.00	$ 15,160.00	
20-RIDE BOOK ADA	$ 45.00	$ 60.00	143	$ 6,435.00	$ 8,580.00	
10-RIDE BOOK EXENDED SERVICE AREA	$ -	*$ 30.00*	*286*	$ -	*$ 8,580.00*	*NEW TICKET BOOK TO BE IMPLEMENTED*
EVENING SERVICE						
CDBG/WORK FARE	$ 2.00	$ 2.50	6,330	$ 12,660.00	$ 15,825.00	
EVENING SERVICE GENERAL FARE	$ 5.00	$ 6.00	998	$ 4,990.00	$ 5,988.00	
10-RIDE CDBG BOOK	$ 20.00	$ 25.00	335	$ 6,700.00	$ 8,375.00	
10 RIDE GENERAL FARE BOOK	$ 50.00	$ 60.00	15	$ 750.00	$ 900.00	

TOTAL FARES YTD	$ 320,024.75
TOTAL FARES PROPOSED	$ 408,733.50
DIFFERENCE	$ 88,708.75

- Proposed fares would increase revenue by an estimated $88,708.75

CITYLINK TRANSIT

- Questions

HAVE A SAFE RIDE

City Council
Agenda Memo

City Council Meeting Date: 9/8/2016

TO: **Robert Hanna, City Manager**

FROM: **Dana L. Schoening, Director of Planning & Development Services**

SUBJECT: **Ordinance & Public Hearing: *(Final Reading)* Z-2016-33 A request from Taylor County Disabled American Veterans, Chapter 36 to zone property from RS-6 (Single-Family Residential) to RS-6/H (Single-Family Residential/Historic Overlay) zoning, located at 2555 Grape St. *(Schoening)***

GENERAL INFORMATION

The subject parcel totals approximately 0.48 acres and is currently zoned RS-6. The adjacent properties are zoned RS-6 to the north and south, and CU (Campus/Universtiy) to the east and west. The Taylor County Disabled American Veterans, Chapter 36 Chapter House was a building that was brought from Camp Barkeley after it closed down. It is a single-story structure with a porch overhang in the front. It was brought to this site in September of 1948 where it was repaired to serve as the house for the local chapter. The majority of the nearby properties are zoned RS-6 and CU (Campus/University), with MD (Medium-Density Residential) to the south, and MF (Multi-Family Residential) to the southwest. The purpose of the zoning is to add the historic overlay on the building to allow the Taylor County Disabled American Veterans, Chapter 36 to be able to apply for a grant.

The Future Land Use section of the Comprehensive Plan designates this property as part of the 'low density residential'. The existing RS-6 zoning will remain. The requested overlay zoning is compatible with the Future Land Use Map and the adjacent properties.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of this request.

BOARD OR COMMISSION RECOMMENDATION

The Planning & Zoning Commission recommends approval of this request by a vote of six (6) in favor (Dunnahoo, Bixby, Rosenbaum, Calk, Smith and McClarty), and none opposed.

ATTACHMENTS:

Description	Type
Ordinance Cover	Exhibit
Ordinance Exhibit	Exhibit
Staff Report	Exhibit
PowerPoint	Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

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

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than 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 this 25th day of August, A.D. 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of July, 2016, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 8th day of September, 2016 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 8th day of September, A.D. 2016.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from RS-6 (Single-Family Residential) to RS-6/H (Single-Family Residential/Historic Overlay) zoning

Legal description:

NORTH PARK ADDN, BLOCK 14, LOT S50 W140 LT 4 & NW1/4 LT 5 & 10' OF ALLEY

Location: 2555 Grape Street

-END-

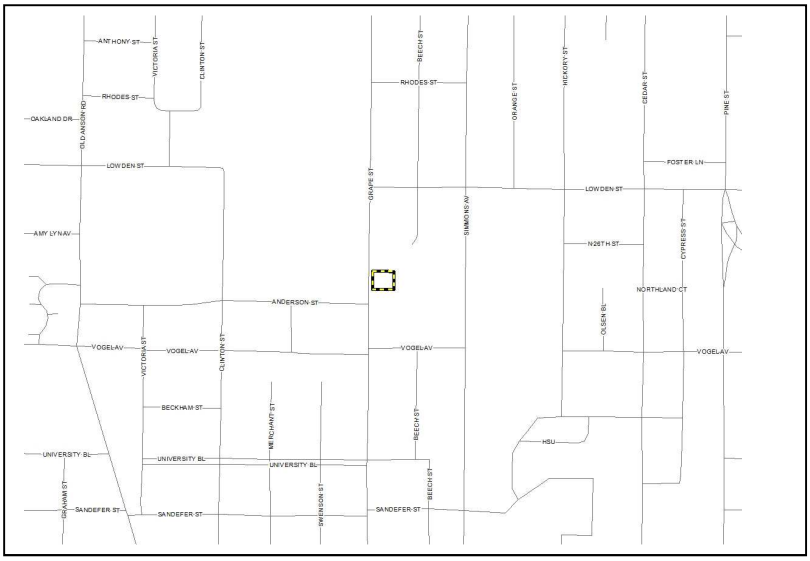
ZONING CASE Z-2016-33
STAFF REPORT

APPLICANT INFORMATION:
Taylor County, DAV, Chapter 36

HEARING DATES:
P & Z Commission: August 1, 2016
City Council 1st Reading: August 25, 2016
City Council 2nd Reading: September 8, 2016

LOCATION:
2555 Grape St.

REQUESTED ACTION:
Rezone property from RS-6 (Single-Family Residential) to RS-6/H (Single-Family Residential/Historic Overlay) zoning



SITE CHARACTERISTICS:
The subject parcel totals approximately 0.48 acres and is currently zoned RS-6. The adjacent properties are zoned RS-6 to the north and south, and CU (Campus/Universtiy) to the east and west.

ZONING HISTORY:
The property was annexed in 1950 and zoned RS-6 sometime after.

ANALYSIS:
- Current Planning Analysis
  Currently the property is zoned RS-6. The Taylor County Disabled American Veterans, Chapter 36 Chapter House was a building that was brought from Camp Barkeley after it closed down. It is a single-story structure with a porch overhang in the front. It was brought to this site in September of 1948 where it was repaired to serve as the house for the local chapter. The majority of the properties nearby are RS-6 and CU, with MD (Mid-Density Residential) to the south, and MF (Multi-Family Residential) to the southwest. The purpose of the zoning is to add the historic overlay on the building to allow the Taylor County Disabled American Veterans, Chapter 36 to be able to apply for a grant.

- Comprehensive Planning Analysis
  The Future Land Use section of the Comprehensive Plan designates this property as part of the 'low density residential'. The existing RS-6 zoning will remain. The requested overlay zoning is compatible with the Future Land Use Map and the adjacent properties.

PLANNING STAFF RECOMMENDATION:
Staff recommends approval.

LANDMARKS COMMISSION RECOMMENDATION:
The Landmarks Commission recommends approval by a vote of 5 in favor (Minter, Weatherl, Butman, Lee, and McClellan), and none opposed.

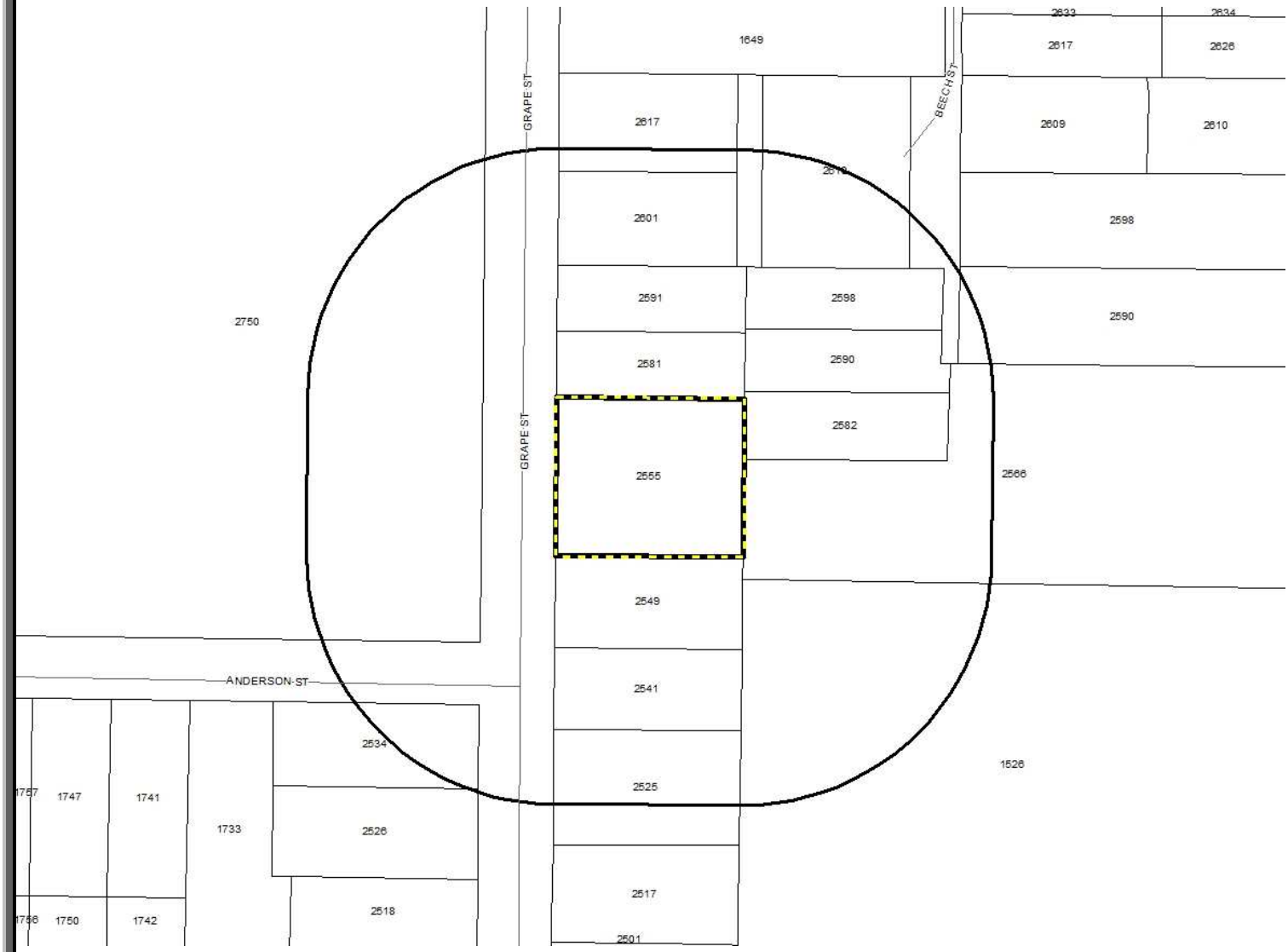
PLANNING AND ZONING COMMISSION RECOMMENDATION:
On August 1, 2016, the Planning and Zoning Commission considered and recommended this request by a vote of six (6) in favor (Dunnahoo, Bixby, Rosenbaum, Calk, Smith and McClarty), and none opposed.

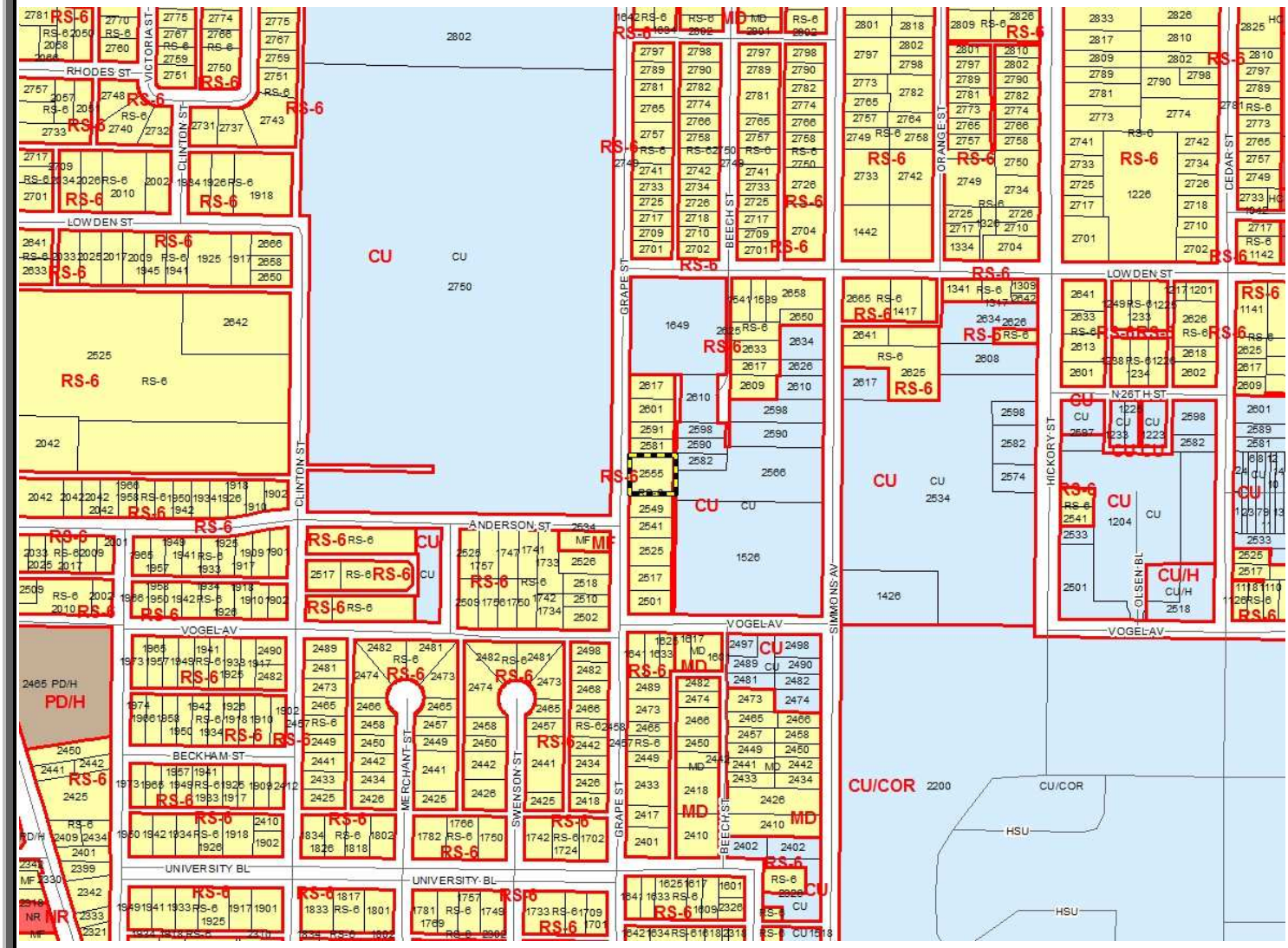
NOTIFICATION:

Property owners within a 200-foot radius were notified of the request.

OWNER	ADDRESS	RESPONSE
SAMS ADAM	2581 GRAPE ST	
HARDIN SIMMONS UNIVERSITY	2582 BEECH ST 2750 GRAPE ST 2525 GRAPE ST 1526 VOGEL AVE 2590 BEECH ST 2601 GRAPE ST 2534 GRAPE ST 2590 SIMMONS AVE 2610 BEECH ST 2566 SIMMONS AVE 2598 BEECH ST 2549 GRAPE ST	
CURTIS BARBARA ELAINE	2617 GRAPE ST	
DISABLED AMERICAN VETERAN	2555 GRAPE ST	
ESPARZA RONNIE L & DARLA	2526 GRAPE ST	
CARTER LEONA FERN	2591 GRAPE ST	
COOK ALEX TAMMY L	2541 GRAPE ST	

0 in Favor- **Y**
0 Opposed- **N**

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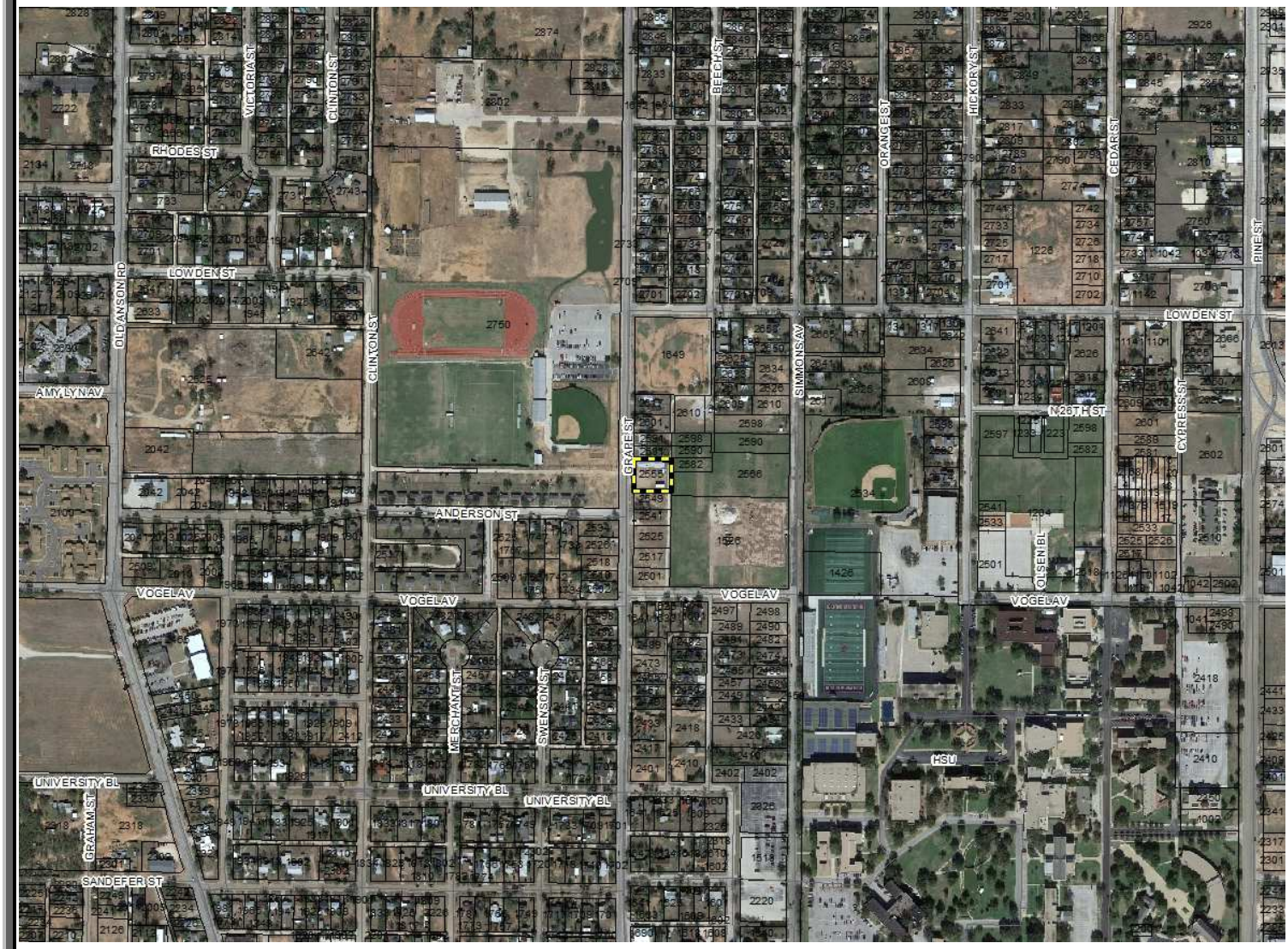
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Z-2016-33

Request: Rezone from RS-6 to RS-6/H zoning

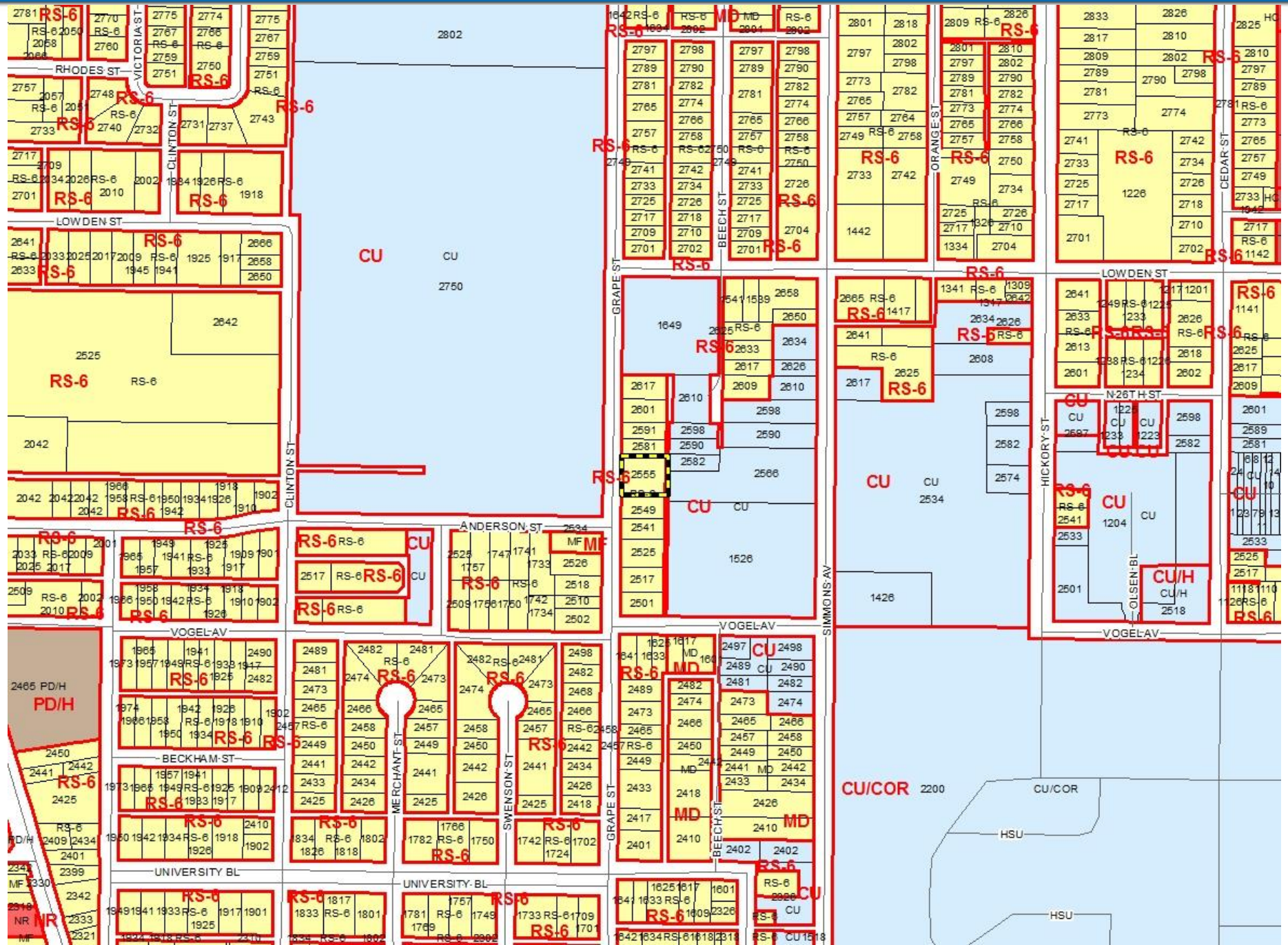
Location: 2555 Grape St.

Notification: 0 in favor; 0 opposed

Staff Recommendation: Approval

P & Z Recommendation: Approval of request

Z-2016-33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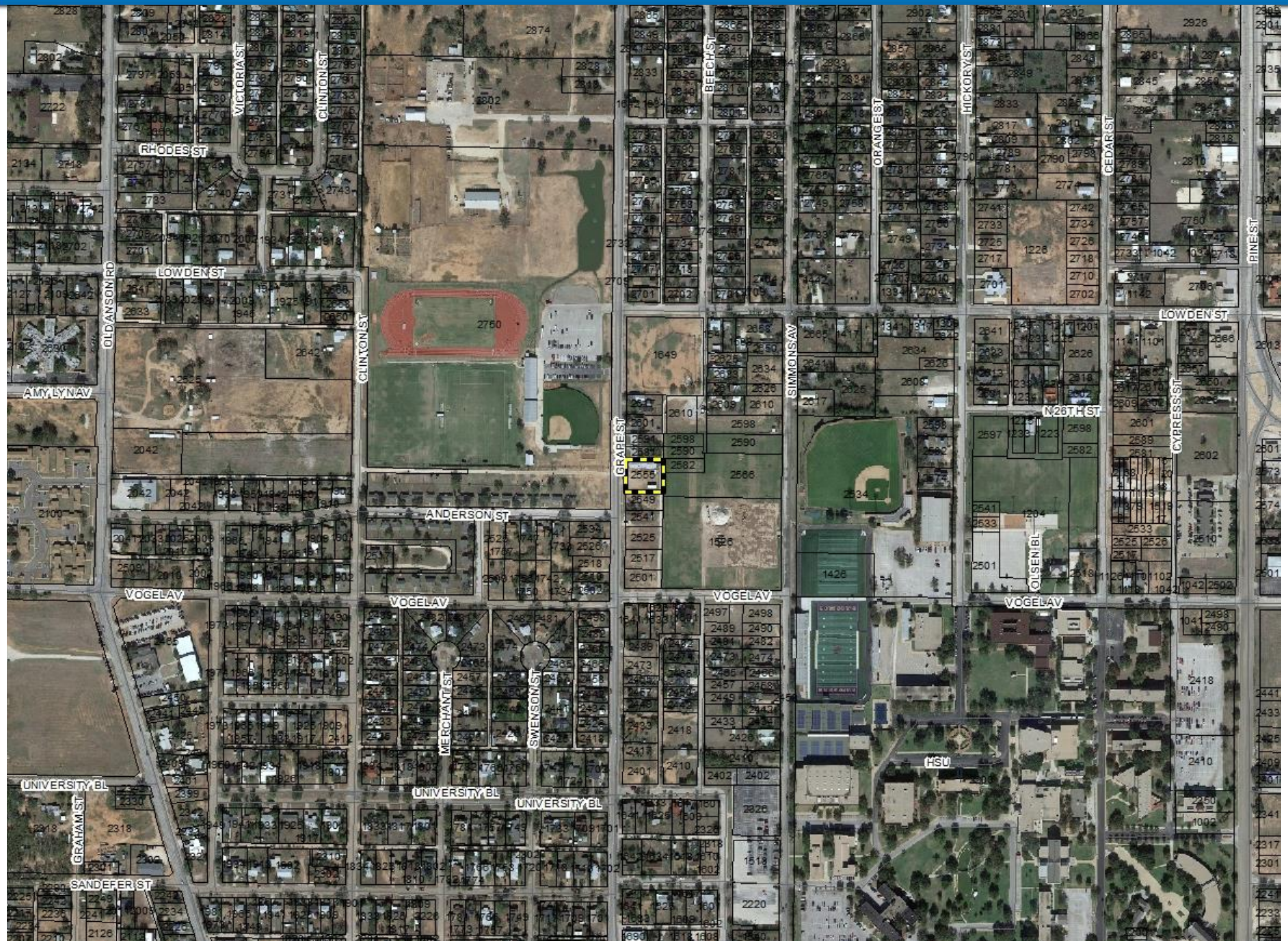
Z-2016-33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View looking northeast toward subject property

View looking north at subject property

View looking northeast toward subject property

View looking northeast toward subject property

Historic Overlay Information

Benefits:

1. There is a tax reduction of $200.00 or 20% per year; whichever is greater, for having the zoning. This is different if your property is in the Tax Increment Finance District in downtown. Also available is a project tax incentive (see the following page explaining the project tax). For both of these tax reductions, only City property taxes are reduced.

2. A plaque is to be placed on the exterior of the property within a reasonable time after the zoning is approved. The plaque will be provided and mounted by the City of Abilene in a place that is agreeable to the owner, but must be somewhere on the front elevation and be seen from the public right-of-way. The plaque is to remain with the property (regardless of an ownership change) as long as the property has Historic Overlay Zoning.

3. Protection is provided for the property from major change or demolition as long as the City Council maintains the present ordinance.

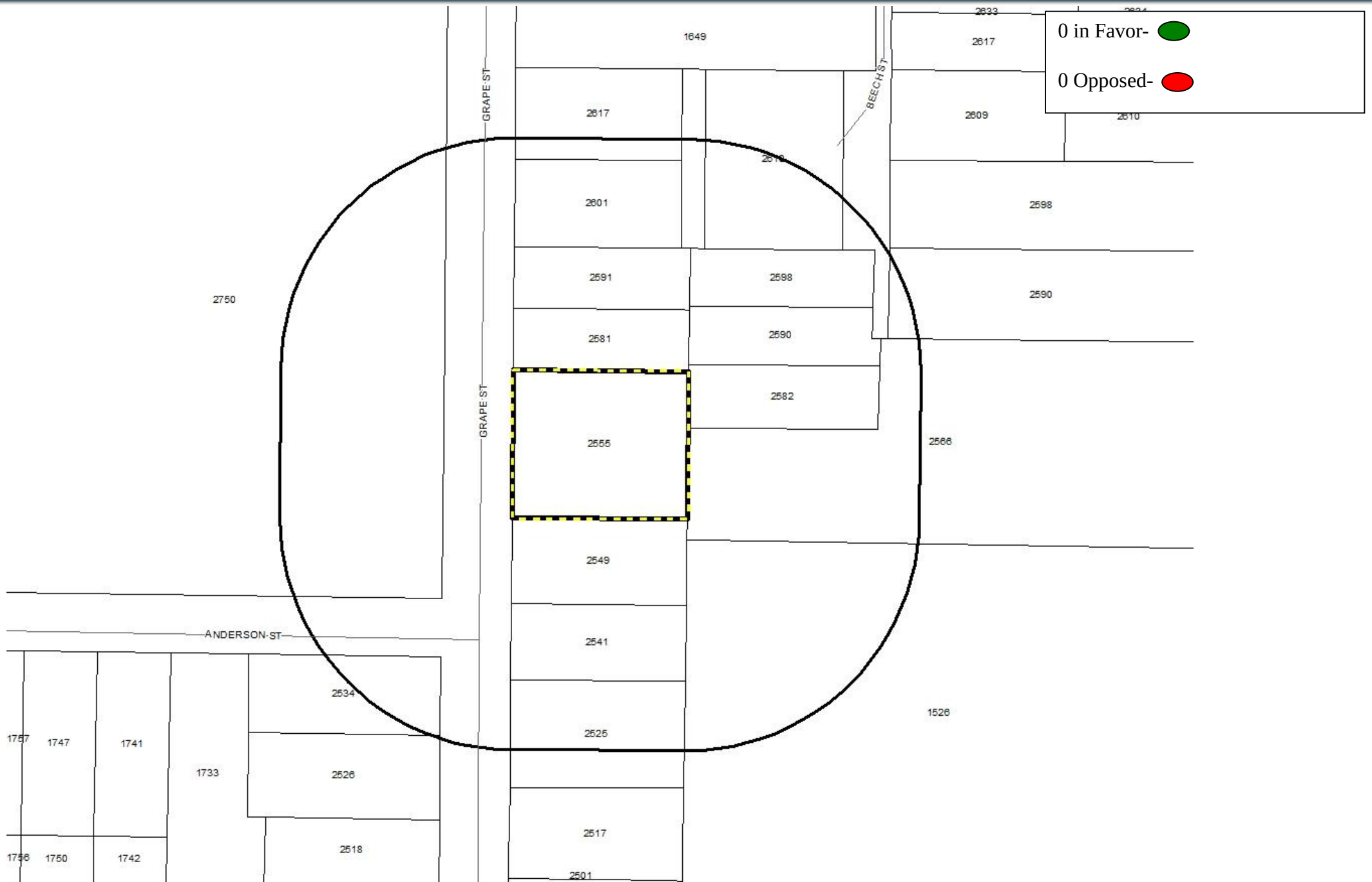
Requirements:

1.There is building permit review by the Landmarks Commission on building and permanent sign permits.

2. There is demolition permit review by the Landmarks Commission. (Demolition could be delayed for one year from the time of denial of a demolition permit.)

3. There is a review by the Landmarks Commission for the following miscellaneous **exterior alterations**: (Listed below are examples, please see the ordinance for the specific requirements.)
change of exterior paint color installation of siding window treatment or changes including awnings
change of exterior doors, light fixtures, sidewalks, fences, parkways, steps and paving all other exterior elements visible from the public right-of-way which affects the appearance and historic cohesiveness of the property

Z-2016-33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City Council
Agenda Memo

City Council Meeting Date: 9/8/2016

TO: **Robert Hanna, City Manager**

FROM: **Dana Schoening, Director of Planning & Development Services**

SUBJECT: **Ordinance & Public Hearing:** ***(Final Reading)*** **Z-2016-34 A request from Abilene Christian University, agents McMahon, Surovik Suttle, P.C. & Enprotec/Hibbs & Todd Inc., to rezone property from CU/COR (College University/Corridor Overlay) to PD/COR (Planned Development) zoning, located at the northeast & the northwest corners of Ambler Ave & N. Judge Ely Blvd.** ***(Schoening)***

GENERAL INFORMATION

The subject parcels total approximately 87.172 acres and is currently zoned CU/COR (College University/Corridor Overlay). The subject properties are vacant with the exception of a small outdoor track field and are owned by Abilene Christian University.

Interstate 20 is adjacent to the north with properties on the other side zoned for commercial uses. The properties to the west and north are developed with single-family residential homes. The current zoning allows for a mix of uses such as a college/university and uses associated with a college. The owner is asking for the PD zoning to have a base zoning of GR (General Retail) and to allow for a mixed-use development encompassing, office, restaurant retail, multi-family housing, single family residential and parks at the property. Additionally, the applicant is requesting conditions shown in the attached exhibit.

The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential', along with Agricultural Open Space. The AO zoning is typically designated as a "holding zoning", until an applicant desires to rezone to a compatible zoning classification with the adjacent zoning districts. The applicant is requesting amend the PD to allow for a greater mix of uses. The frontage along I-20, Ambler, and N. Judge Ely, and the surrounding commercial, residential, and College University zonings supports the inclusion of the proposed uses. The proposed concept plan shows the apartments providing a buffer to the adjacent single-family homes to the west and north. The requested zoning would be compatible with the adjacent uses as shown on the proposed concept plan and attached exhibits.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of this request.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends this request by a vote of six (6) in favor (Dunnahoo, Bixby, Rosenbaum, Calk, Smith and McClarty), and none opposed.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Sign Plan	Exhibit
PowerPoint	Presentation
Staff Report	Exhibit

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, CONCERNING PD-157 A PLANNED DEVELOPMENT; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

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

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

PASSED ON FIRST READING this 25th day of August A.D. 2016.

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 August, 2016, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 p.m., on the 8th day of September, 2016, to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 8th day of September, A.D. 2016.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

Exhibit "A"

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

PART 2: Development Specifications. All development in the Planned Development shall be in accordance with any maps, topographical and drainage plans, utility plans, architectural drawings, site plan, plat, and any other required plans filed in connection with this requested Planned Development, which are hereby incorporated by reference and included as part of this ordinance. All use and development within the Planned Development must be in compliance with the general Comprehensive Zoning Ordinance of the City of Abilene except as otherwise specifically provided herein.

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

PART 4: Zoning. That Chapter 23, Abilene Municipal Code, part known as the Land Development Code of the City of Abilene, is hereby further amended by changing the zoning district boundaries, as hereinafter set forth: From CU/COR (Neighborhood Retail/Corridor Overlay) to PD/COR (Planned Development/Corridor Overlay) zoning.

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.

ORDINANCE NO. _____
EXHIBIT "A"
PAGE 2

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

ACU DRIVE ADDITION, BLOCK A, LOT 1
A0956 SUR 24 B A L SW/4, ACRES 84.23
A0956 SUR 24 B A L SW/4, ACRES 0.35

Location:
The northeast & the northwest corners of Ambler Avenue & N. Judge Ely Boulevard
2209 N JUDGE ELY, 1450 E AMBLER AV

PART 6: Purpose. The purpose of the Planned Development (PD) request is to allow for GR (General Retail) and TH (Town House) uses, mixed-use development encompassing, office, restaurant retail, multi-family housing, single family residential and parks at the property. Additionally, the conditions shown in the attached exhibits.

PART 7: Specific Modifications. This Planned Development shall be subject to the requirements of the GR (General Retail) zoning and TH (Town House) districts, except as modified below:

1) PERMITTED USES:
   a. All the land uses permitted in the GR (General Retail) and TH (Town Home) districts.

2) DEVELOPMENT REGULATIONS:
   A. Setbacks
      1. 0' Setback along Judge Ely Boulevard to accommodate ground floor street-oriented retail.
      2. 10' Setback along Ambler Avenue.
      3. 60' Side and Rear Setbacks abutting Residential Single-Family Districts to the West of Judge Ely Boulevard to provide additional privacy for the existing adjacent residential uses.
   B. Height
      1. Height approved to not more than 4 stories (55 feet) on the West side of Judge Ely Boulevard, and 4 stories (55 feet) and 7 stories on the East side of Judge Ely Boulevard
   C. FAR. 2:1 FAR to accommodate a pedestrian-oriented mixed use district.
   D. Landscaping
      1. 10' Landscaped buffer along Ambler Avenue to satisfy the COR overlay requirements.
      2. Waiving of Landscape requirements along property lines adjacent to a street where ground floor retail is provided to accommodate street oriented retail.
   E. Multi-Family. All Multi-family per the Residential Multiple-Family (MF) Standards with the following exceptions:
      1. 10' front setback to accommodate for a more urban frontage condition.
      2. 60' side and rear setbacks abutting Residential Single-Family Districts to provide additional privacy for the existing adjacent residential uses.
      3. Buildings longer than 200' are permitted with approval of the Planning Director upon recommendation of the Development Review Committee provided there is adequate relief on the façade.
      4. 30 units permitted per acre.
   F. Townhomes. All Townhomes per the Residential Townhome (TH) District with the following exceptions:
      1. 25' x 75'; 1875 s.f. minimum lot size to accommodate for a smaller, more urban townhome product.
      2. 10' Front Setback to accommodate a more urban frontage.
      3. 5' Rear Setback along an alley to accommodate a more urban alley condition.

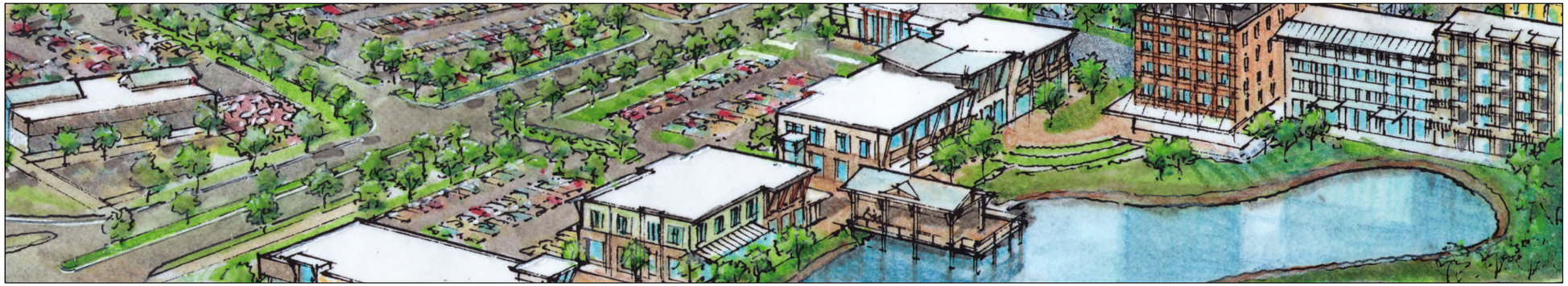
3) SIGNAGE: Signage within this Planned Development District shall generally comply with provisions and limitations of sign regulations adopted by the City of Abilene and generally applicable to General Retail zoning districts, except as modified in attachment labeled "Exhibit B" Comprehensive Sign Plan.

COMPREHENSIVE SIGN PLAN

RIDGE

The Village at Allen Ridge

Chandler Signs



TENANT SIGNAGE CRITERIA

Project Description:

The Village at Allen Ridge is a first class open-air retail development that preserves the essence of its natural surroundings. The Village at Allen Ridge will transcend conventional mixed-use developments; it will be constantly alive with activity and commerce. It will contain 180,000 square feet of inspired mixed-use space.

Purpose of Tenant Signage Design Criteria:
This Signage Design Criteria is provided to guide designers, architects, and Tenants in the development of Tenant identity signs at Village at Allen RIdge.

A. The objectives are:

1. To generate varied and creative Tenant signage through application of imaginative design treatments and distinctive logos and typestyles.
2. To establish signage as a design element that contributes to a "shopping district" environment unique to Village at Allen Ridge.
3. To provide standards of acceptability for signs in order to facilitate the review and approval process.

B. A map of designated areas is located on the Tenant Signage Zoning Plan. Tenants and their designers are to refer to that map and select a combination of at least two sign types, and no more than three, from the designated district assigned to their store.

Tenant Signage Within Village at Allen Ridge, Abilene:

All Tenants are encouraged to push the boundaries and design exciting signage. Every signage submission approval is at the discretion of the Landlord and the Landlord may approve signage that exceeds the limits listed in the following criteria on a case-by-case basis. Tenants are required to use LED type lighting in their signage where the lighting source will be hidden from view.

The Tenant signage for Village at Allen Ridge is divided into five (5) distinct "districts" to assist the Tenant in choosing the appropriate signage type, location, and quantity for their identity. All stores and their corresponding elevations fit within a particular district. Please refer to the included Tenant Zoning Plan for the location.

All tenants in each district must abide by signage height restrictions, reference sheet 3 of 20

Tenant Signage Allowed Within Each District:

The Tenants in each district must have certain required sign types. They are listed below. In addition to the two required sign types, Tenants are allowed to have signs selected from the "optional" signage in the indicated areas. A maximum selection of three sign types are allowed per Tenant, as noted in the zone descriptions below.

If a tenant has two distinct retail concepts and a separate entrance for each concept, they are allowed a sign above each entrance. The two concepts will be viewed independently and linear foot of storefront will be calculated based upon demising wall or other significant interior transition between the two concepts.

Variations away from these designated areas need approval from the Landlord prior to being submitted to the City for permit. The maximum allowable square footage area of each sign is to be determined based on the lineal frontage of the storefront, it's location in The Village at Allen Ridge.

Tenants Located in Multiple Districts: When a Tenant's façade is located in multiple signage "districts", each particular façade is dictated by the regulations for that district.

Note: A separate sign permit is required from the City of Abilene prior to installation. All signs require review by the City of Abilene Architectural Review Committee.

A. Shops District Signage Guidelines:

The Shops District is premium retail in an inviting environment characterized by quality materials, soft light, natural materials and external illumination. A sense of quality is reinforced through a careful attention to scale.

The primary viewing of the Tenant signage will be from the pedestrian areas. As such, Tenant signage should respond to the appropriate scale. Tenant logos will be encouraged and are recommended. To ensure variety in the district, adjacent Tenants will be required to use different sign types, materials, and colors.

Allowable Sign Types:

1. Primary Signage: REQUIRED
   a. Reverse pan channel halo lit individual dimensional letters with LED type lighting – OR –
   b. Dimensional letters, externally illuminated with projecting fixtures i.e. goose neck – OR –
   c. Canopy sign
2. Secondary Signage: REQUIRED
   a. Blade sign
3. Optional Signage:
   a. Wall mounted plaques
   b. Identity on valance of awning

FRONT ELEVATION. Each tenant is allowed 40 square feet regardless of the lineal foot of frontage of the tenant space .
Each linear foot of tenant space frontage in excess of twenty-five (25) feet will be allowed one point six (1.6) square feet of additional sign area.

BACK ELEVATION. Tenant will be allowed 80% of the front elevation total allowable square footage.

B. Office District Signage Guidelines:

Located on the second level, over the retail signage, the office signage will be understated and elegant. As such, non-illuminated signage will be the primary signage option. Office signage will only be allowed for Tenants with over 4,000 square feet of leased area.

Allowable Sign Types:

1. Primary Signage:
   a. Non-illuminated dimensional letters

Signage Calculation Guidelines:

FRONT ELEVATION. For tenants over 4,000 square feet of leased area, tenant is allowed 40 square feet regardless of the lineal foot of frontage of the tenant space .
Each linear foot of tenant space frontage in excess of twenty-five (25) feet will be allowed one point six (1.6) square feet of additional sign area.

BACK ELEVATION. Tenant will be allowed 80% of the front elevation total allowable square footage.

The Village at Allen Ridge

Design #	0612846AR5
Sheet	2 of 18
Location	The Village at Allen Ridge
Address	ABILENE, TEXAS
Acct. Rep.	STAN MACRUM
Coordinator	NICOLE VANCE
Designer	P. AGUIAR
Date	05/20/16

Approval / Date	
Client	
Sales	
Estimating	
Art	
Landlord	
Engineering	

Revision / Date

R1(05/27/16)PA: CHANGES TO GUIDELINES

R2(06/01/16)PA: REVISED TENANT GUIDELINES, ADDING MORE RULES ABOUT FREESTANDING SIGNS AND TENANT LETTER / LOGO SIGN HEIGHTS PER SQUARE FOOTAGE OF LEASED.

R3(6/13/16)PA: REVISED DIRECTIONAL DESIGN; DELETED LOCATION OF "D" NEAR PAVILLION TO THE ENTRY ISLAND AT PAVILLION; ADDED MONUMENT "M" TO ENTRANCE AT ACU DRIVE; ADDED "F" FUEL SIGN.

R4(6/21/16)PA: ADDED INFORMATIONAL BANNERS (ACU BRANDED / COMMUNITY BRANDED); ADDED TO LIST OF PROHIBITED SIGNAGE, "PORTABLE SIGNS"; TOOK OUT SHEETS 9 & 10 AND SHOWED SITE PLAN WITHOUT LANDSCAPE DETAILS.

R5(6/24/16)PA: REVISED SPECIFICATIONS ON DIRECTIONALS ON SHEET 3 OF 18; REMOVED SKEWS FROM SITE PLANS ON SHEETS 5,7,8.

Chandler Signs
Brand Image Begins Here.

3201 Manor Way 214-902-2000	Dallas, TX 75235 Fax 214-902-2044
17319 San Pedro, Ste 200 210-349-3804	San Antonio, TX 78232 Fax 210-349-8724
963 Baxter Avenue, Ste 200 502-479-3075	Louisville, KY 40204 Fax 502-412-0013
2584 Sand Hill Point Circle 863-420-1100	Davenport, FL 33837 Fax 863-424-1160
37 Waterfront Park Court 800-851-7062	Dawsonville, GA 30534 Fax 210-349-8724
P.O. Box 125 206 Doral Drive 361-563-5599	Portland, TX 78374 Fax 361-643-6533
1335 Park Center Drive, UNIT C 760-967-7003	Vista, CA 92081 Fax 760-967-7033

This drawing is the property of Chandler Signs, LLC. and all rights to its use for the reproduction are reserved by Chandler Signs, LLC.

FINAL ELECTRICAL CONNECTION BY CUSTOMER

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN. SIGN WILL BEAR UL LABEL(S).

C. Out Parcel District Signage Guidelines:

The out-parcel zone is comprised of mainly freestanding Tenants. The energy of the signage will help draw the customer to the out-parcel perimeter locations, thus the need for vibrant colors, dimensional signage, and multiple signs.

Allowable Sign Types:

1. Primary Signage: REQUIRED
   a. Reverse pan channel halo lit individual dimensional letters with LED type lighting – OR –
   b. Dimensional letters, externally illuminated with projecting fixtures i.e. goose neck
2. Secondary Signage: REQUIRED
   a. Blade sign
3. Optional Signage:
   a. Wall mounted plaques
   b. Identity on valance of awning
   c. Canopy sign

Allowable area for primary sign on front elevation is based upon below calculations.

FRONT ELEVATION. Each tenant is allowed 40 square feet regardless of linear foot of frontage of the tenant space. Each linear foot of tenant space frontage in excess of twenty five (25) feet will be allowed one point six (1.6) square feet of additional sign area.

BACK/SIDE ELEVATIONS. If the tenant chooses to only have two wall signs, the area of the secondary wall sign is allowed to be no greater than the primary sign. If tenant chooses to have three wall signs, the area of each secondary sign is allowed to be no greater than 70% of the primary sign.

All Tenants in the Shops / Office / Outparcel Must Comply with Maximum Logo / Letter Heights in chart referenced below:

Tenant Building Square Footage	Maximum Letter/Logo Height Allowed
0 - 2,499	24"
2,500 - 4,999 30"	30"
5,000 - 9,999 36"	36"

D. Power Center District Signage Guidelines:

The Power Center District is primarily occupied by large nationally known retailers. tenants are allowed slightly larger signage and the implementation of a vertical marquee type is encouraged and size will be as approved by Landlord and as negotiated in the lease.

Blade signs are allowed. See exhibit E (Pag. 5) for allowed sign area in Power Center District. Blade signs are not included in the square footage calculation dietailed in Exhibit.

Total sign area (Per tenant Space) is 20% of the area of the wall in which the sign is attached.

End caps are allowed a sign on front elevation and either side or back elevation, in-line tenants are allowed a sign on front and back elevation.

Each tenant is allowed 40 square feet regardless of linear foot of frontage of the tenant space.

Each linear foot of tenant space frontage in excess of twenty five (25) feet will be allowed two point zero, (2.0) square feet of additional sign area.

All Tenants in Power Center District must comply with maximum logo/letter heights in chart referenced below.

Tenant Building Square Footage	Maximum Letter/Logo Height Allowed
0 - 4,999	30"
5,000 - 9,999	36"
10,000 - 14,999	40"
15,000 - 28,999	48"
29,000 - 54,999	60"
55,000 - Greater	72"

E. Freestanding Signage:

1. There are two (2) Two Multi-Tenant pylon signs on Interstate 20 that are 50' tall and 500 Square feet of signage area.
2. There are (3) Three Multi-Tenant entry monument signs that brand the development. These features are limited to 15' in height and each one can't exceed 250 Square Feet.
3. There will be multiple vehicular directional Signs throughout the development that will be limited to 8' in height and 50 Square Feet.
4. Up to (1) One Fuel pricing display that is limited to 8' in height and 100 Square Feet.

Signage Details and Specifications:

A. Address Signage:

The suite number or building address needs to be applied to the exterior façade as determined by the Landlord and local jurisdiction. The numbers must be visible to the street and color contrast to the façade for visibility. Please refer to design drawing for specifications.

1. Numbers to be dimensional metal.
2. Out-parcel Tenants primary building address numerals to be 12 inches high, with rear door address 6 inches in height.
3. All other Tenants to have a minimum of 6 inches in letter height.
4. ¼" Aluminum flat cut-out. Color TBD by landlord.
5. Flush to the architecture.
6. Mounted on the pier closest to the entrance.
7. Vinyl letters applied to glass not allowed.
8. Address signs are required for each Tenant and not included in square area calculations or not counted towards the three-maximum sign limit.

B. Blade Signs:

A double-sided sign mounted perpendicular to the building facade and suspended on a decorative metal bracket. Usually placed near the store-front entrances.

1. Each tenant is required to have one double-faced hanging sign per public/customer entrance.
2. The creative use of logo shapes is encouraged in the design of the blade sign.
3. Tenants are encouraged to utilize a variety of colors and graphic elements along with typestyle to create a whimsical and energetic signing solution. Painted flat forms layered to give a 3-dimensional effect are encouraged.
4. Blade signs are to be fabricated of painted metal only. Sentra and acrylic are not allowable materials for blade signs.
5. Signs are to be wall mounted from a metal bracket, or suspended from the canopy with metal supports. If suspended, sign to be centered within the walkway.
6. Placement to be reviewed with consideration of all adjacent signs and will be free from visual obstruction. The sign will not be located less than 4' to the adjacent Tenant's blade sign.
7. External illumination with Landlord approved fixtures is encouraged.
8. Signs to be mounted with minimum of 8' of clearance from finished floor.
9. Signs to project a maximum of 4', inclusive of bracket, not to exceed 10 sq. feet, blade sign square footage will not count towards tenant overall allowable area of signage.
10. Trade name or logo only, no taglines, slogans, products, services, or advertising allowed. centered within the walkway.

The Village at Allen Ridge

Design #	
0612846AR5	
Sheet	3 of 18
Location	
The Village at Allen Ridge	
Address	
ABILENE, TEXAS	
Acct. Rep.	STAN MACRUM
Coordinator	NICOLE VANCE
Designer	P. AGUIAR
Date	05/20/16
Approval / Date	
Client	
Sales	
Estimating	
Art	
Landlord	
Engineering	

Revision / Date

R1(05/27/16)PA: CHANGES TO GUIDELINES

R2(06/01/16)PA: REVISED TENANT GUIDELINES, ADDING MORE RULES ABOUT FREESTANDING SIGNS AND TENANT LETTER / LOGO SIGN HEIGHTS PER SQUARE FOOTAGE OF LEASED.

R3(6/13/16)PA: REVISED DIRECTIONAL DESIGN; DELETED LOCATION OF "D" NEAR PAVILLION TO THE ENTRY ISLAND AT PAVILLION; ADDED MONUMENT "M" TO ENTRANCE AT ACU DRIVE; ADDED "F" FUEL SIGN.

R4(6/21/16)PA: ADDED INFORMATIONAL BANNERS (ACU BRANDED / COMMUNITY BRANDED); ADDED TO LIST OF PROHIBITED SIGNAGE, "PORTABLE SIGNS"; TOOK OUT SHEETS 9 & 10 AND SHOWED SITE PLAN WITHOUT LANDSCAPE DETAILS.

R5(6/24/16)PA: REVISED SPECIFICATIONS ON DIRECTIONALS ON SHEET 3 OF 18; REMOVED SKEWS FROM SITE PLANS ON SHEETS 5,7,8.

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Brand Image Begins Here.

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FINAL ELECTRICAL CONNECTION BY CUSTOMER

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C. Canopy Signs:

Made from metal, the canopy projects perpendicular from the storefront façade above the entrance doors and/or display windows and acts as protection against the elements. The name and/or logo of the Tenant is applied to the canopy with individual dimensional letters either on the face of the canopy, resting on top of the canopy, or suspended below the canopy. Canopy sign size will be limited to the size of the canopy and subject to Landlord approval

1. Letters to be non-illuminated.
2. Letters to be made of cut out metals.

D. Corner Treatments:

1. When the Tenant occupies a corner store location and there is a corner entry / architectural feature, Tenant may locate primary identity over the corner entry or a sign on each side.
2. Vertical marquees are encouraged.

E. Interior Signage:

1. Signage is to be oriented to and viewed from the interior of the store only.
2. Signage, mounted inside the store, viewed from the pedestrian walkway is prohibited.

F. Menu Boards:

1. Menu boards to be mounted directly next to main customer entrance doors.
2. Menus are to be enclosed in weather-proof, metal enclosure, and are to be a maximum of four square feet in size.
3. Menus can be illuminated by a concealed light source integrated into the design of the enclosure.
4. Back-lit menu boards are prohibited.

G. Operational Signs:

Operational signage indicating hours of operation, telephone numbers, website addresses, specialty rules and regulations is specific to each Tenant. Operational signs are required. No tag lines or slogans allowed.

1. Maximum letter height of 3/4".
2. Mounted to interior surface of glass, on or adjacent to entrance door and mounted no higher than 36".
3. Total area of sign shall not exceed three (3) square feet.

H. Storefront Signs:

Storefront signs are not to exceed 75% of the linear length of the storefront or designated sign band.

1. Individual letters – Reverse pan channel – halo illumination with LED type lighting
   a. Reverse channel letters are to be of painted metal.
   b. All seams are to be welded and ground smooth.
   c. Letters are to have a clear Plexiglas backer.
   d. Channel depth to be no more than 4".
   e. Letter channels are to be peg mounted with 1" minimum and 2" maximum from face of wall.
   f. Peg mounts are to be threaded anchor bolts with round cover sleeves and painted the color of the fascia.
   g. Mounting clips are prohibited.

2. Individual letters - Open pan channel – exposed neon illumination
   a. Open pan channel letterforms are to be of painted metal.
   b. All seams to be welded and ground smooth.
   c. Inside of channel letterforms are to be painted a contrasting color from the building color.
   d. Neon tubes are to be double row or adequate number of rows to illuminate channel form.
   e. All neon fasteners, tube stands, mounts, and crossovers are to be painted to match inside of channel letterform.
   f. Letter channel returns are to be 4" maximum deep.
   g. Top surface of neon is to be mounted flush with front edges of returns.

3. Individual letters - External illumination
   a. External illumination to be provided by a separate light fixture(s) of a design that is complimentary to the overall sign design concept and the building architecture.
   b. Fixtures with arm extensions or gooseneck extensions are encouraged.
   c. Pre-manufactured square or rectangle light boxes/bars are not allowed.
   d. Individual letters to be at least 1" in thickness of metal. Letter thickness is subject to Landlord approval and based on thickness-to-height proportion.
   e. If peg-mounted, the individual letters are to be peg mounted minimum 1 1/2" from face of wall.
   f. All light fixture designs are to be submitted to the Landlord for approval prior to purchase and installation.

I. Wall Mounted Plaque:

1. Wall-mounted plaques with concealed fasteners or exposed fasteners designed as a feature treatment approved by Landlord.
2. Allowable materials are cast or built-up metal.
3. Non-illuminated or externally illuminated only.
4. Size to be submitted for approval.
5. Location to be adjacent to entry doors and submitted for approval.
6. No taglines, slogans, service or product descriptions allowed in text.

Prohibited Sign Types:

The following sign types and finishes shall be prohibited at The Village of Allen Ridge. Any signs prohibited by the City of Abilene Sign Ordinance (other than sign types described below), are also prohibited from The Village at Allen Ridge.

1. Illuminated sign boxes.
2. Interior signage meant to be viewed from the exterior of the store by the pedestrian.
3. Signs with tag lines, slogans, phone numbers, products, service description, or advertising.
4. Illuminated canopies and awnings.
5. Signs with exposed conduit, junction boxes, transformers visible lamps, tubing, or neon crossovers of any type.
6. Rotating, animated and flashing signs.
7. Pole signs and other signs with exposed structural supports not intended as a design element except for code-required signs.
8. Vehicle signs, except for the identification of a business enterprise or advertisement upon a vehicle used primarily for business purposes, provided the identification is affixed in a permanent manner.
9. Signs attached, painted on, or otherwise affixed to trees, other living vegetation and landscaping or natural materials.
10. Signs attached, painted or otherwise affixed to awnings, tents or umbrellas, however, the Landlord may permit such signs in conjunction with special design review.
11. Balloons and inflatable signs.
12. Any signs including freestanding signs advertising the availability of employment opportunities.
13. Signs, which emit sound, odor or visible matter.
14. Signs, which bear or contain statements, words or pictures of an obscene, pornographic or immoral character, as deemed so by the Landlord.
15. Fluorescent or reflective sign colors.
16. Simulated materials, i.e. wood grained plastic laminate, wall covering, paper, cardboard or foam.
17. Signs made with plastic, Lexan, or acrylic, translucent or opaque. Clear faces are allowed if used to protect neon.
18. Back plates behind signage are prohibited.
19. Signage, which contains visible sign company name.
20. Portable signs, temporary signs, posters, notices, announcements, or advertisements, including posting of credit card logos.

The Village at Allen Ridge

Design #	0612846AR5
Sheet	4 of 18
Location	The Village at Allen Ridge
Address	ABILENE, TEXAS
Acct. Rep.	STAN MACRUM
Coordinator	NICOLE VANCE
Designer	P. AGUIAR
Date	05/20/16

Approval / Date	
Client	
Sales	
Estimating	
Art	
Landlord	
Engineering	

Revision / Date

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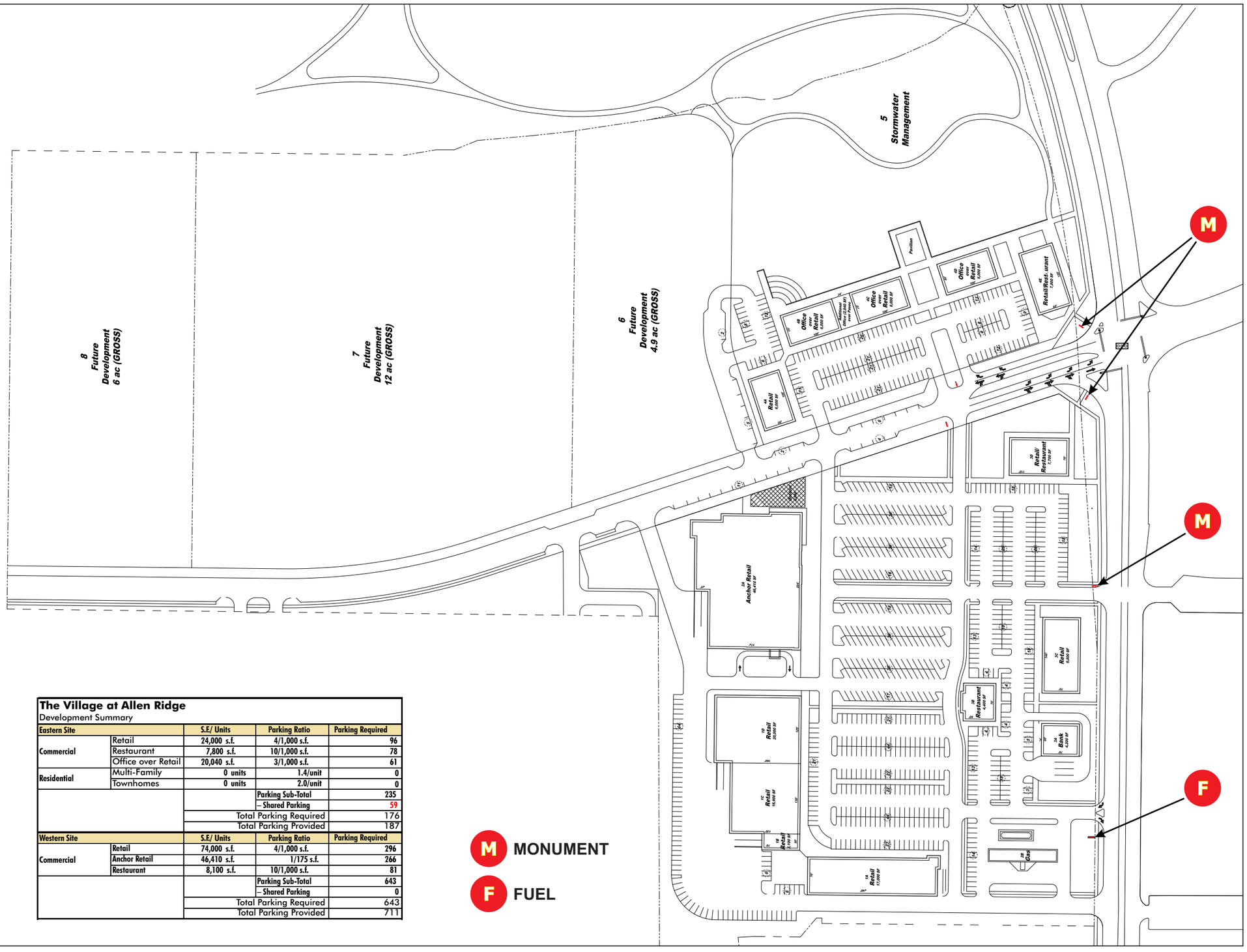

The Village at Allen Ridge Development Summary				
Eastern Site		**S.F./ Units**	**Parking Ratio**	**Parking Required**
Commercial	Retail	24,000 s.f.	4/1,000 s.f.	96
	Restaurant	7,800 s.f.	10/1,000 s.f.	78
	Office over Retail	20,040 s.f.	3/1,000 s.f.	61
Residential	Multi-Family	0 units	1.4/unit	0
	Townhomes	0 units	2.0/unit	0
			Parking Sub-Total	235
			– Shared Parking	59
		Total Parking Required		176
		Total Parking Provided		187
Western Site		**S.F./ Units**	**Parking Ratio**	**Parking Required**
Commercial	Retail	74,000 s.f.	4/1,000 s.f.	296
	Anchor Retail	46,410 s.f.	1/175 s.f.	266
	Restaurant	8,100 s.f.	10/1,000 s.f.	81
			Parking Sub-Total	643
			– Shared Parking	0
		Total Parking Required		643
		Total Parking Provided		711

M MONUMENT

F FUEL

The Village at Allen Ridge – Concept Plan

B/TD Partners • Abilene, Texas
011.5020.00

scale: 1"=180'

0 60 120 180

The Village at Allen Ridge

Design #	
0612846AR5	
Sheet	5 of 18
Location	
The Village at Allen Ridge	
Address	
ABILENE, TEXAS	
Acct. Rep.	STAN MACRUM
Coordinator	NICOLE VANCE
Designer	P. AGUIAR
Date	05/20/16
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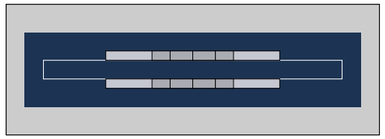
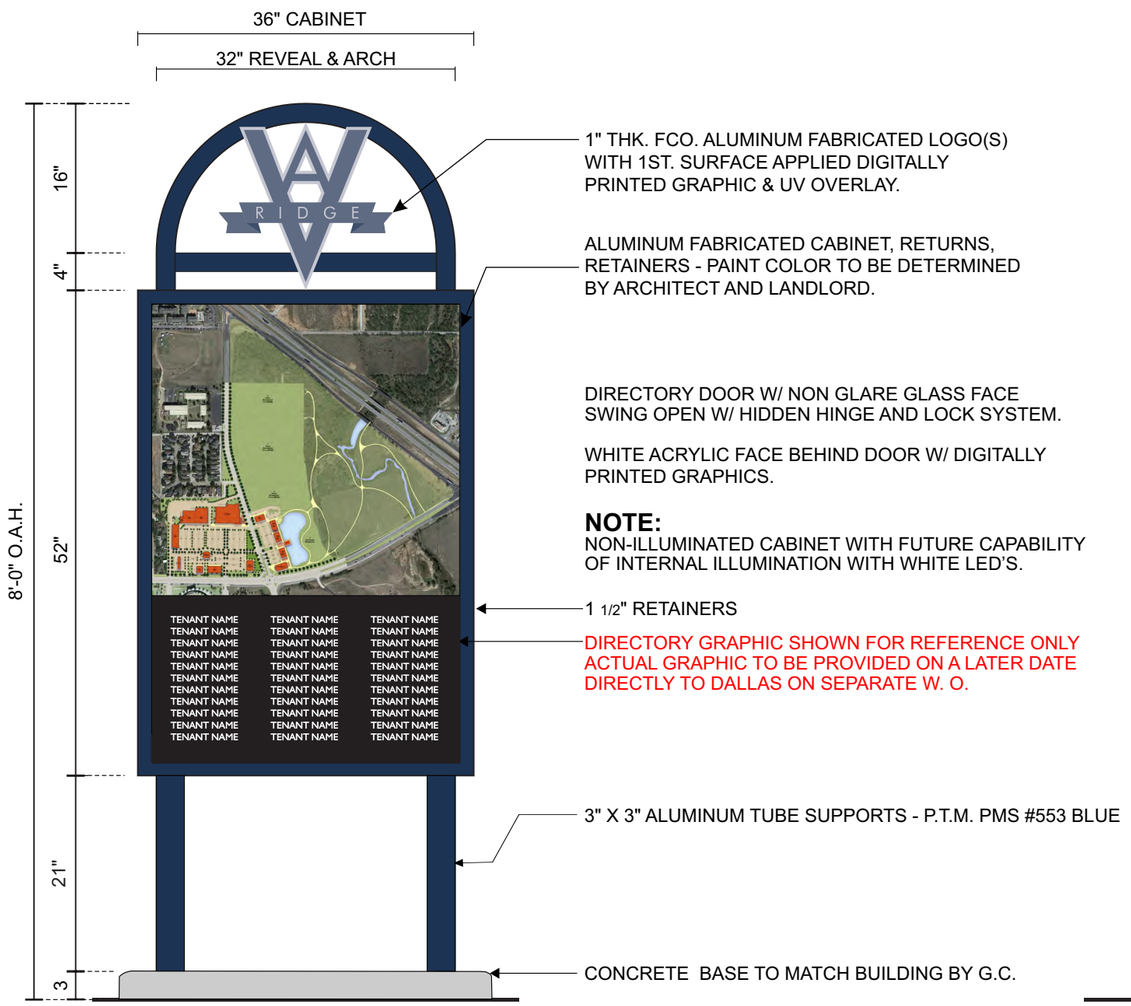


TOP VIEW



FRONT VIEW

ENGINEERING

(1) x 4" (.38) O.D. .237" WALL SQ. STEEL TUBE REQUIRED
(1) x 14" DIA. 4'-6" DEEP FOUNDATIONS REQUIRED W/ 3000 PSI CONCRETE.
NOTE: ENGINEERING DATA IS FOR 80 MPH. WIND LOADS.

SIDE VIEW

BACK VIEW

D PEDESTRIAN DIRECTIONAL SIGN 3/4"=1'-0"

(X) - T.B.D. REQ'D. - MANUFACTURE & INSTALL 18.75 SQ. FT. EA.

The Village at Allen Ridge

Design #	
0612846AR5	
Sheet	6 of 18
Location	
The Village at Allen Ridge	
Address	
ABILENE, TEXAS	
Acct. Rep.	STAN MACRUM
Coordinator	NICOLE VANCE
Designer	P. AGUIAR
Date	05/20/16
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Town Center at Allen Ridge
Development Summary

Eastern Site		S.F./ Units	Parking Ratio	Parking Required
Commercial	Retail	24,000 s.f.	4/1,000 s.f.	96
	Restaurant	7,800 s.f.	10/1,000 s.f.	78
	Office over Retail	20,040 s.f.	3/1,000 s.f.	61
Residential	Multi-Family	0 units	1.4/unit	0
	Townhomes	0 units	2.0/unit	0
			Parking Sub-Total	235
			– Shared Parking	59
			Total Parking Required	176
			Total Parking Provided	187

Western Site		S.F./ Units	Parking Ratio	Parking Required
Commercial	Retail	74,000 s.f.	4/1,000 s.f.	296
	Anchor Retail	46,410 s.f.	1/175 s.f.	266
	Restaurant	8,100 s.f.	10/1,000 s.f.	81
			Parking Sub-Total	643
			– Shared Parking	0
			Total Parking Required	643
			Total Parking Provided	711

The Village at Allen Ridge – Concept Plan

BVTD Partners • Abilene, Texas
01.15020.00

0 200′ 400′

Scale: 1"=400'

The Village at Allen Ridge

Design #	0612846AR5
Sheet	7 of 18
Location	The Village at Allen Ridge
Address	ABILENE, TEXAS
Acct. Rep.	STAN MACRUM
Coordinator	NICOLE VANCE
Designer	P. AGUIAR
Date	05/20/16

Approval / Date	
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scale: 1"=180'

The Village at Allen Ridge – Concept Plan

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01.15020D0

The Village at Allen Ridge

Design #	
0612846AR5	
Sheet	8 of 18
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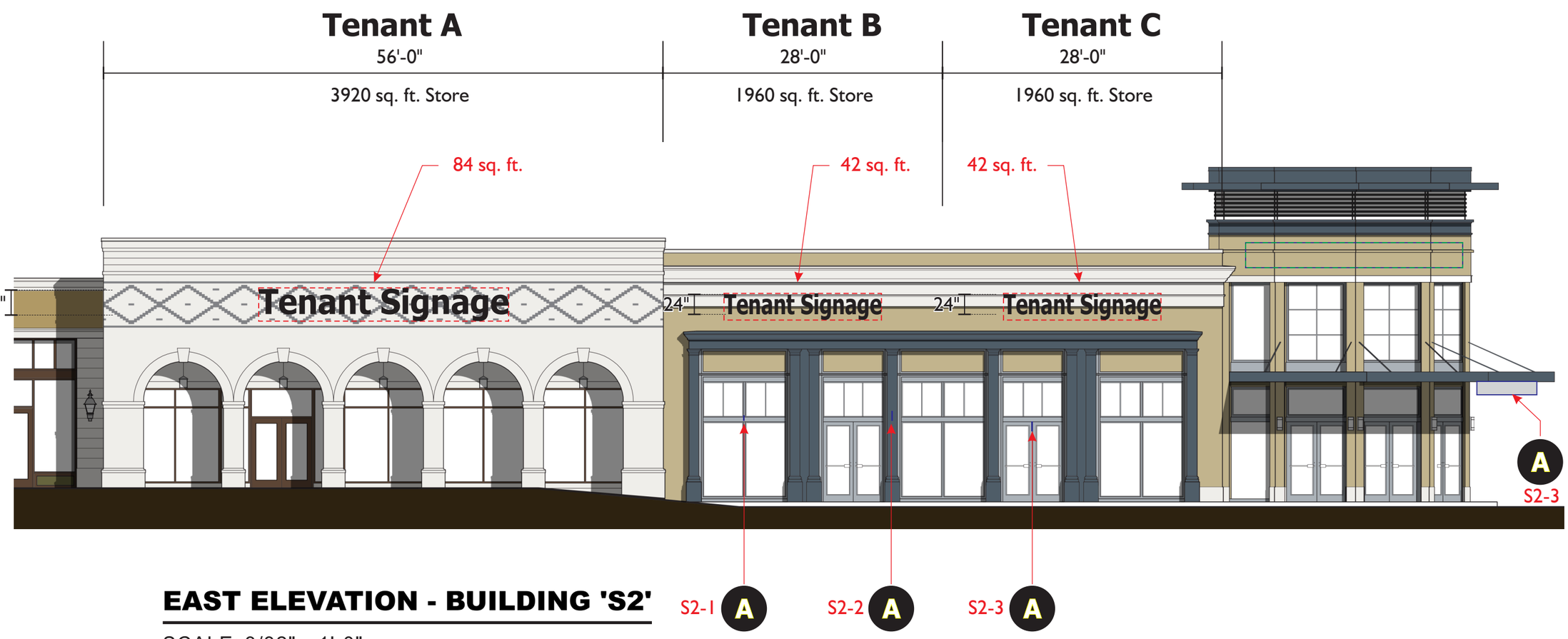

EAST ELEVATION - BUILDING 'S2'

SCALE: 3/32" = 1'-0"

The Village at Allen Ridge

Design #	0612846AR5
Sheet	9 of 18
Location	The Village at Allen Ridge
Address	ABILENE, TEXAS
Acct. Rep.	STAN MACRUM
Coordinator	NICOLE VANCE
Designer	P. AGUIAR
Date	05/20/16

Approval / Date	
Client	
Sales	
Estimating	
Art	
Landlord	
Engineering	

Revision / Date

R1(05/27/16)PA: CHANGES TO GUIDELINES

R2(06/01/16)PA: REVISED TENANT GUIDELINES, ADDING MORE RULES ABOUT FREESTANDING SIGNS AND TENANT LETTER / LOGO SIGN HEIGHTS PER SQUARE FOOTAGE OF LEASED.

R3(6/13/16)PA: REVISED DIRECTIONAL DESIGN; DELETED LOCATION OF "D" NEAR PAVILLION TO THE ENTRY ISLAND AT PAVILLION; ADDED MONUMENT "M" TO ENTRANCE AT ACU DRIVE; ADDED "F" FUEL SIGN.

R4(6/21/16)PA: ADDED INFORMATIONAL BANNERS (ACU BRANDED / COMMUNITY BRANDED); ADDED TO LIST OF PROHIBITED SIGNAGE, "PORTABLE SIGNS"; TOOK OUT SHEETS 9 & 10 AND SHOWED SITE PLAN WITHOUT LANDSCAPE DETAILS.

R5(6/24/16)PA: REVISED SPECIFICATIONS ON DIRECTIONALS ON SHEET 3 OF 18; REMOVED SKEWS FROM SITE PLANS ON SHEETS 5,7,8.

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2584 Sand Hill Point Circle 863-420-1100	Davenport, FL 33837 Fax 863-424-1160
37 Waterfront Park Court 800-851-7062	Dawsonville, GA 30534 Fax 210-349-8724
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SAMPLE

1

SIDE VIEW

A **D/F BLADE SIGN NON-ILLUM. 1 1/2"=1'-0"**

7.31 = SQ. FT.

NOTE:

ALL BLADE SIGNS PER TENANT LAYOUT NOT TO PROJECT MOTE THAN 4' FROM WALL & NOT TO EXCEED 10.00 SQ. FT., ALL FACES TO BE PAINTED ALUMINUM ONLY.

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The Village at Allen Ridge

Design #	
0612846AR5	
Sheet	10 of 18
Location	
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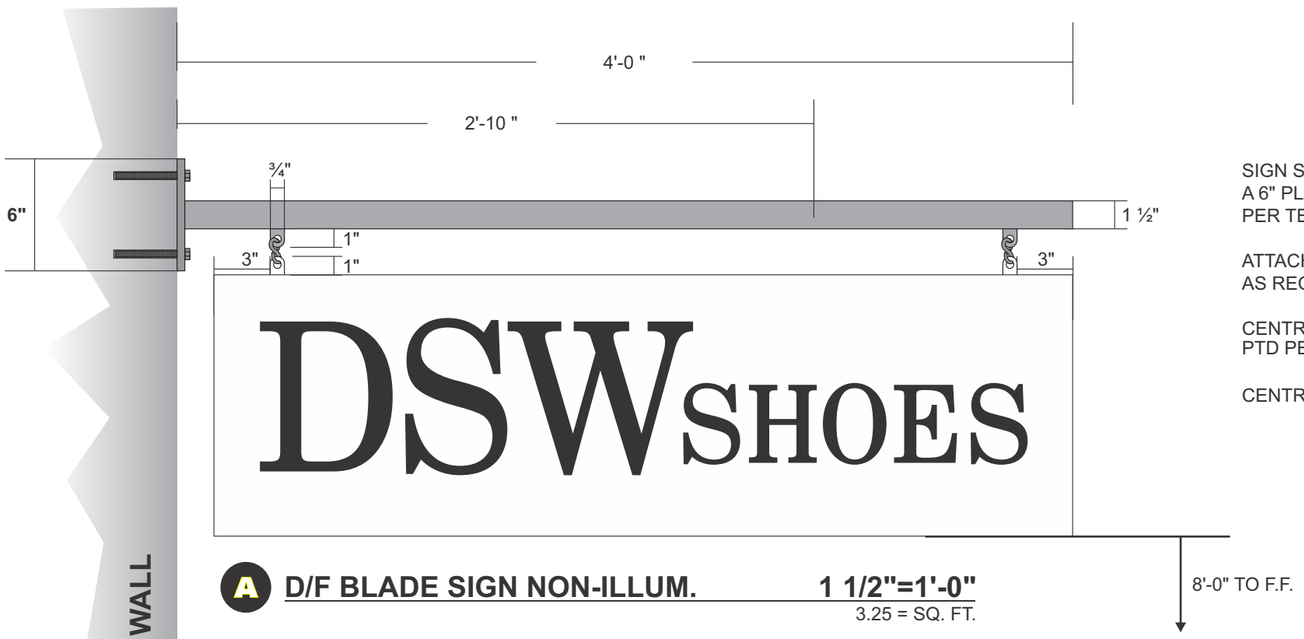
SAMPLE

2



A **D/F BLADE SIGN NON-ILLUM. 1 1/2"=1'-0"**

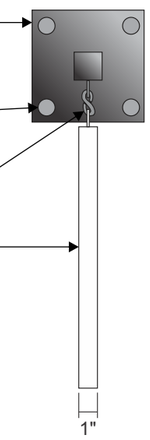
3.25 = SQ. FT.

SIGN SUPPORTS 1 ½" SQ. TUBE ALUM. WITH A 6" PLAQUE FLUSH MOUNTED TO WALL, PTD PER TENANT LAYOUT.

ATTACH TO WALL W/ NON CORROSIVE HARDWARE AS REQUIRED, PTD. PER TENANT LAYOUT.

CENTRAL SIGN ATTACHED TO BASE WITH "S" HOOKS PTD PER TENANT LAYOUT.

CENTRAL SIGN ALUM. PANELS PTD PER TENANT LAYOUT.



SIDE VIEW

NOTE:

ALL BLADE SIGNS PER TENANT LAYOUT NOT TO PROJECT MOTE THAN 4' FROM WALL & NOT TO EXCEED 10.00 SQ. FT., ALL FACES TO BE PAINTED ALUMINUM ONLY.

COPY SHOWN FOR VISUAL PURPOSES ONLY

The Village at Allen Ridge

Design #	
0612846AR5	
Sheet	11 of 18
Location	
The Village at Allen Ridge	
Address	
ABILENE, TEXAS	
Acct. Rep.	STAN MACRUM
Coordinator	NICOLE VANCE
Designer	P. AGUIAR
Date	05/20/16
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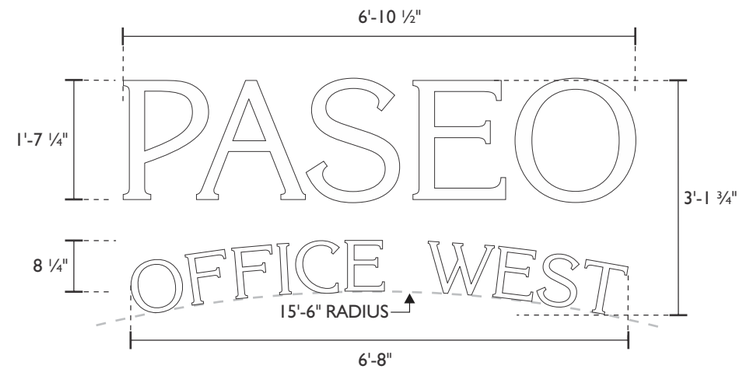
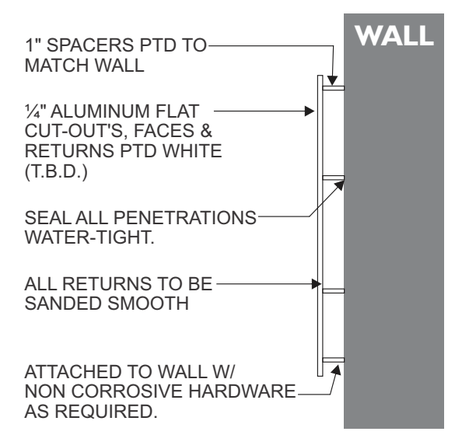
BUILDING "K" EAST ELEVATION DETAIL 1/4" = 1'



B NON ILLUMINATED FLAT CUT-OUT'S 1/2" = 1'

ONE SET REQUIRED - MANUFACTURE & INSTALL



The Village at Allen Ridge

Design #	
0612846AR5	
Sheet	12 of 18
Location	
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ABILENE, TEXAS	
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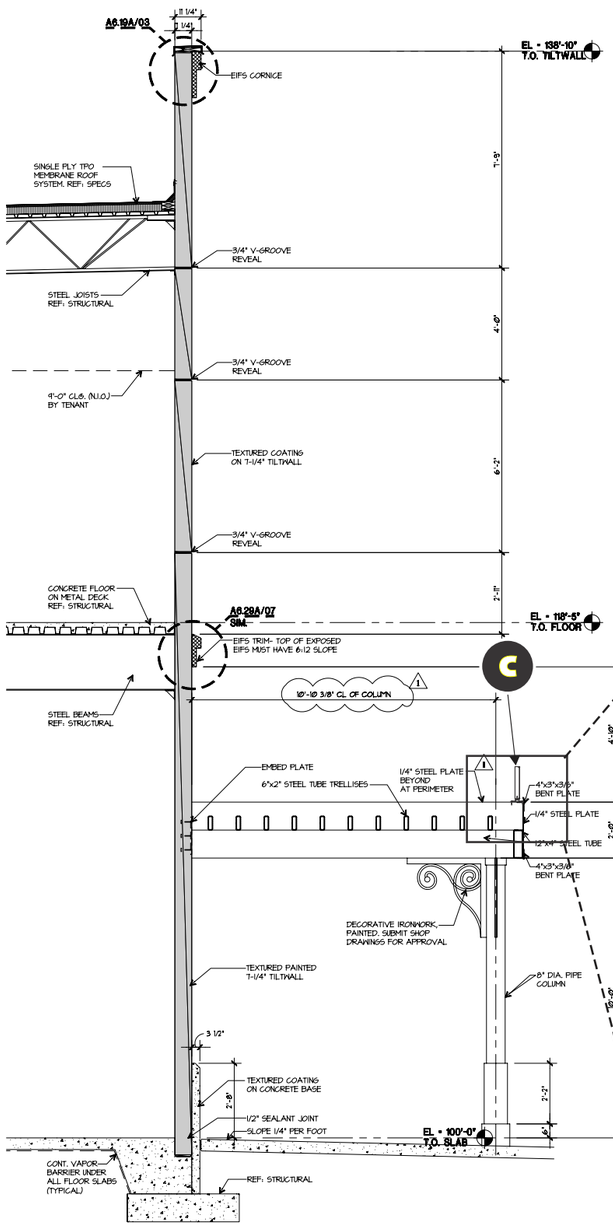
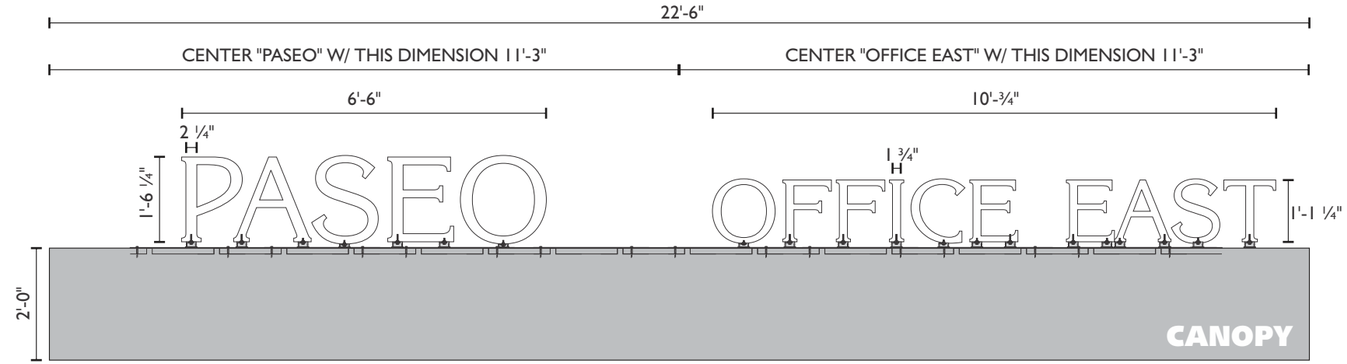


WALL SECTION 3/16" = 1'



C ALUM. NON-LIT CHNL LTRS CANOPY MOUNTED 3/8"=1'-0"

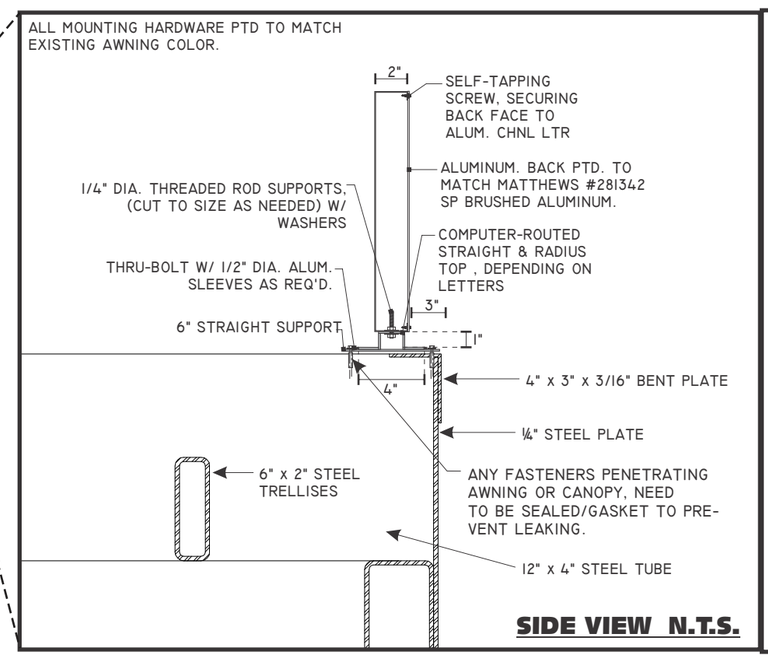
ONE SET REQUIRED - MANUFACTURE & INSTALL.

ALUM. NON-LIT CHANNEL LETTERS, FACES & RETURNS PTD.
PER TENANTS LAYOUT

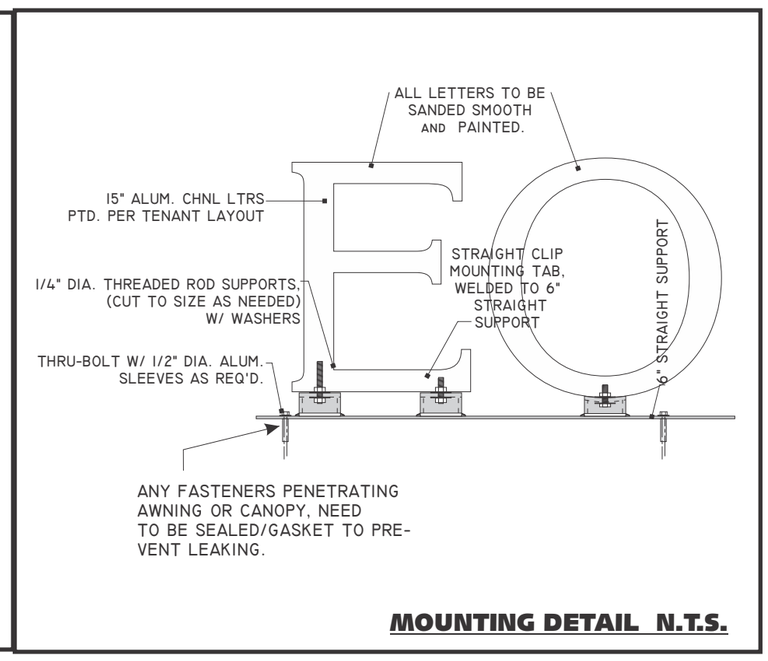
SEAL ALL PENETRATIONS WATER-TIGHT.

ALL RETURNS TO BE SANDED SMOOTH

ATTACHED TO CANOPY W/ NON CORROSIVE HARDWARE
AS REQUIRED.(ALL MOUNTING HARDWARE PAINTED TOP MATCH CANOPY.



SIDE VIEW N.T.S.



MOUNTING DETAIL N.T.S.

The Village at Allen Ridge

Design #	0612846AR5
Sheet	13 of 18
Location	The Village at Allen Ridge
Address	ABILENE, TEXAS
Acct. Rep.	STAN MACRUM
Coordinator	NICOLE VANCE
Designer	P. AGUIAR
Date	05/20/16

Approval / Date	
Client	
Sales	
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1335 Park Center Drive, UNIT C, Vista, CA 92081
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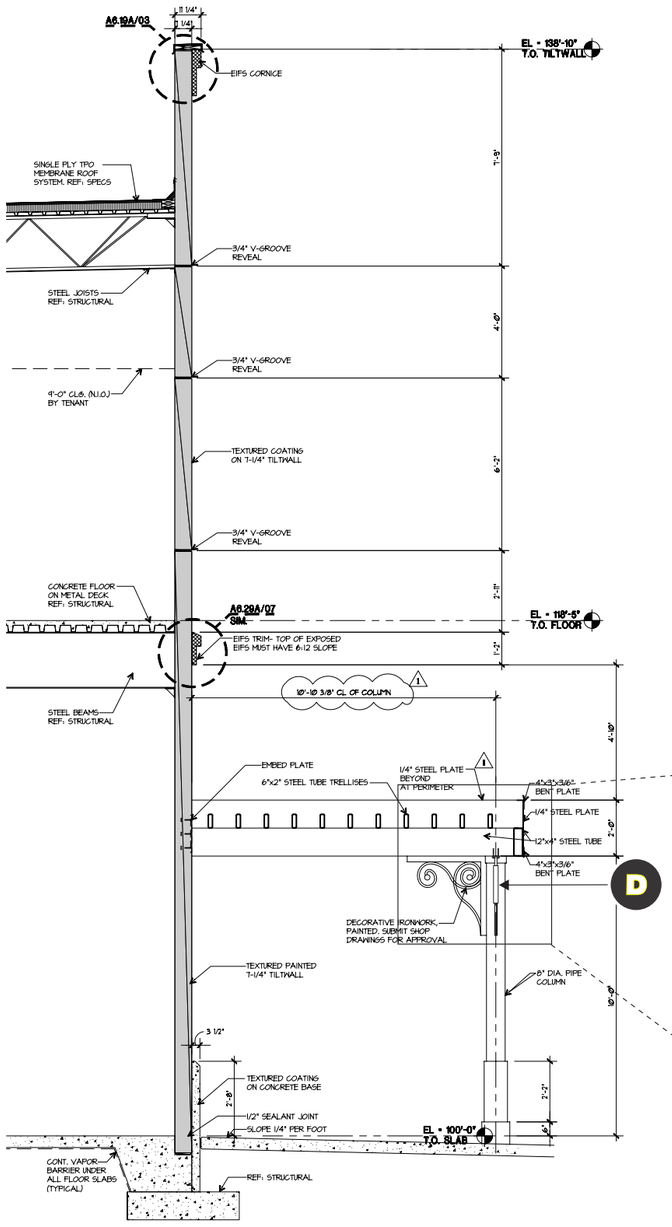
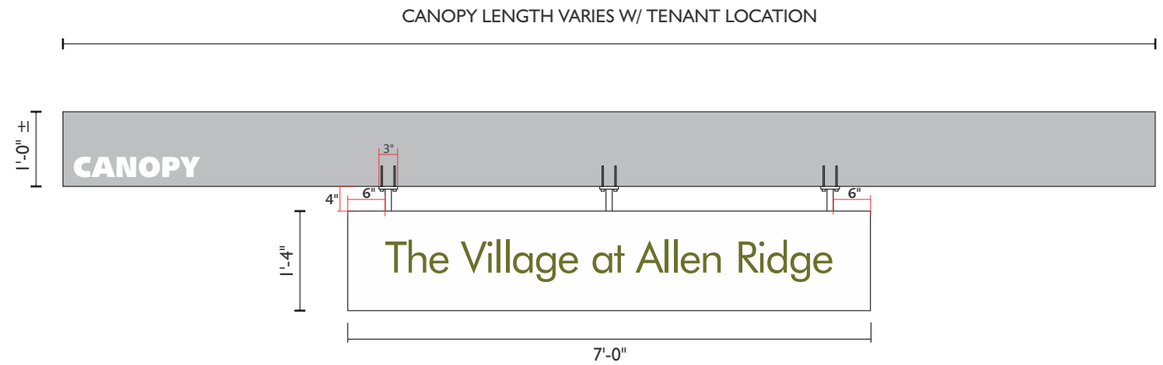
MATERIAL LIST

DISTRIBUTION OF PRINTS

Work Order



WALL SECTION 3/16" = 1'



D ALUM. FCO. NON-LIT CANOPY MOUNTED 1/2"=1'-0"

9.33 SQ. FT.

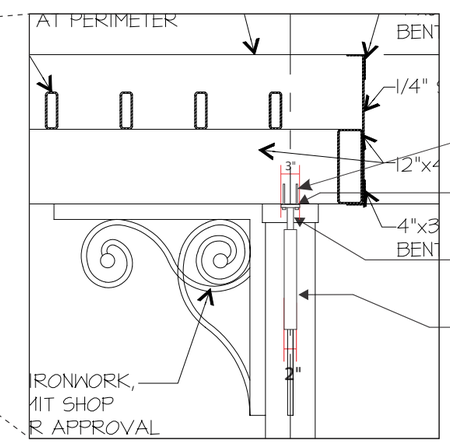
ALUM. NON-LIT CHANNEL LETTERS, FACES & RETURNS PTD. PER TENANTS LAYOUT

(COPY SHOWN FOR VISUAL PURPOSES ONLY)

CANOPY SIZES VARY PER TENANT LOCATION

NOTE:

ALL UNDER CANOPY SIGNS PER TENANT LAYOUT NOT TO EXCEED 10.00 SQ. FT., ALL FACES TO BE PAINTED ALUMINUM ONLY.



ANY FASTENERS PENETRATING AWNING OR CANOPY, NEED TO BE SEALED/GASKET TO PREVENT LEAKING.

ATTACH TO CANOPY W/ NON CORROSIVE HARDWARE AS REQUIRED, PTD. PER TENANT LAYOUT.

CENTRAL SIGN ATTACHED TO CANOPY W/1" SQ. PIPE & 3" MOUNTING PLATES AS REQUIRED PTD PER TENAT LAYOUT.

CENTRAL SIGN ALUM. PANELS PTD PER TENANT LAYOUT.

SIDE VIEW NTS

The Village at Allen Ridge

Design #	0612846AR5
Sheet	14 of 18
Location	The Village at Allen Ridge
Address	ABILENE, TEXAS
Acct. Rep.	STAN MACRUM
Coordinator	NICOLE VANCE
Designer	P. AGUIAR
Date	05/20/16

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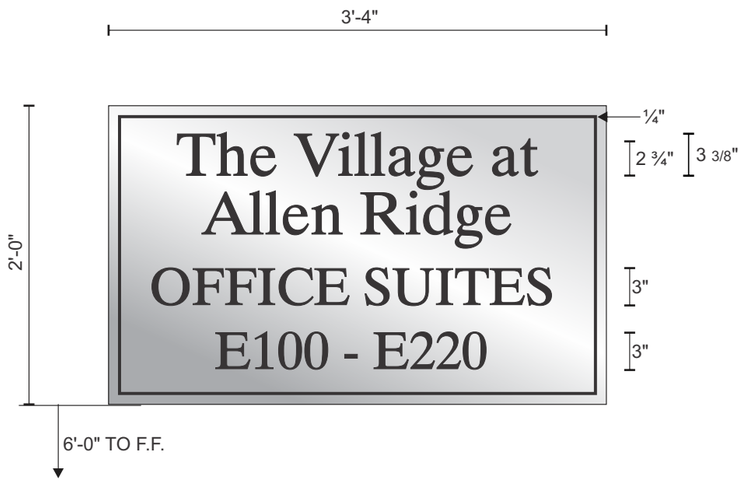


E1-E2 **BRUSHED STAINLESS STEEL PLAQUE NON-ILLUM.** **1"=1'-0"**

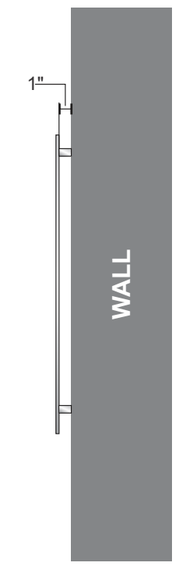
2 REQUIRED - MANUFACTURE & INSTALL. **6.6 SQ. FT.**

- BRUSHED STAINLESS STEEL PLAQUE
- 1/8" ENGRAVED COPY PTD. BLACK
- ATTACHED TO WALL W/ NON-CORROSIVE HARDWARE & 1" SPACERS PTD TO MATCH WALL.
- SEAL ALL PENETRATIONS WATER TIGHT.
- ALL CORNERS TO BE SANDED SMOOTH.

F1-F2 **BRUSHED STAINLESS STEEL PLAQUE NON-ILLUM.** **1"=1'-0"**

2 REQUIRED - MANUFACTURE & INSTALL. **6.6 SQ. FT.**

- BRUSHED STAINLESS STEEL PLAQUE
- 1/8" ENGRAVED COPY PTD. BLACK
- ATTACHED TO WALL W/ NON-CORROSIVE HARDWARE & 1" SPACERS PTD TO MATCH WALL.
- SEAL ALL PENETRATIONS WATER TIGHT.
- ALL CORNERS TO BE SANDED SMOOTH.



SURVEY NOTE

CONFIRM ALL COPY PRIOR TO MANUFACTURE

The Village at Allen Ridge

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Engineering	

Revision / Date

R1(05/27/16)PA: CHANGES TO GUIDELINES

R2(06/01/16)PA: REVISED TENANT GUIDELINES, ADDING MORE RULES ABOUT FREESTANDING SIGNS AND TENANT LETTER / LOGO SIGN HEIGHTS PER SQUARE FOOTAGE OF LEASED.

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R5(6/24/16)PA: REVISED SPECIFICATIONS ON DIRECTIONALS ON SHEET 3 OF 18; REMOVED SKEWS FROM SITE PLANS ON SHEETS 5,7,8.

Chandler Signs
Brand Image Begins Here.

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17319 San Pedro, Ste 200 210-349-3804	San Antonio, TX 78232 Fax 210-349-8724
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P.O. Box 125 206 Doral Drive 361-563-5599	Portland, TX 78374 Fax 361-643-6533
1335 Park Center Drive, UNIT C 760-967-7003	Vista, CA 92081 Fax 760-967-7033

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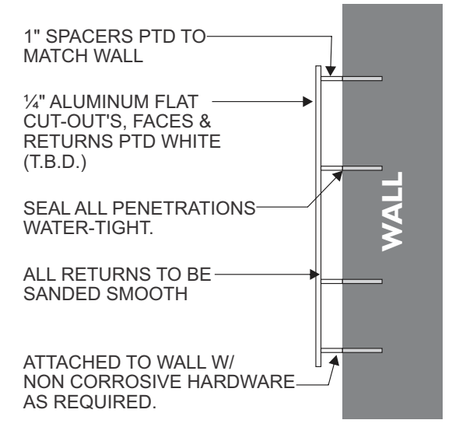
FINAL ELECTRICAL CONNECTION BY CUSTOMER

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN. SIGN WILL BEAR UL LABEL(S).

OPTION

1



G **NON ILLUMINATED FLAT CUT-OUT'S** **1" = 1'-0"**

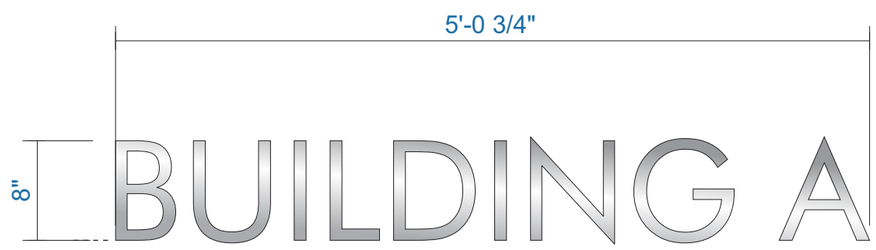
ONE SET REQUIRED - MANUFACTURE & INSTALL SQ. FT. = 3.33

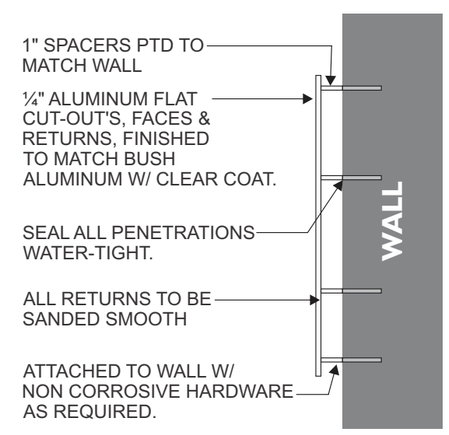
FIELD SURVEY REQUIRED

CONFIRM SIGN LOCATION & DIMENSIONS
OF SIGN AREA PRIOR TO MANUFACTURE.

OPTION

2





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OF SIGN AREA PRIOR TO MANUFACTURE.

The Village at Allen Ridge

Design #	
0612846AR5	
Sheet	16 of 18
Location	
The Village at Allen Ridge	
Address	
ABILENE, TEXAS	
Acct. Rep.	STAN MACRUM
Coordinator	NICOLE VANCE
Designer	P. AGUIAR
Date	05/20/16
Approval / Date	
Client	
Sales	
Estimating	
Art	
Landlord	
Engineering	

Revision / Date

R1(05/27/16)PA: CHANGES TO GUIDELINES

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R5(6/24/16)PA: REVISED SPECIFICATIONS ON DIRECTIONALS ON SHEET 3 OF 18; REMOVED SKEWS FROM SITE PLANS ON SHEETS 5,7,8.

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Brand Image Begins Here.

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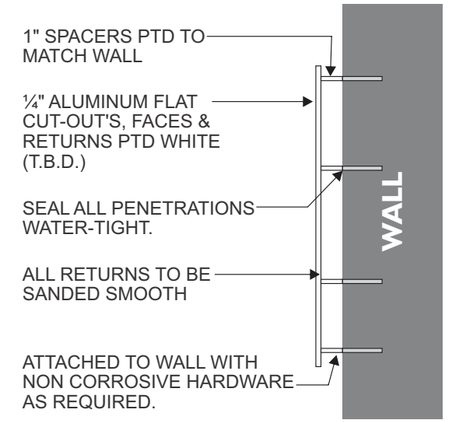


H1 H2 NON ILLUMINATED FLAT CUT-OUT'S — **1" = 1'-0"**

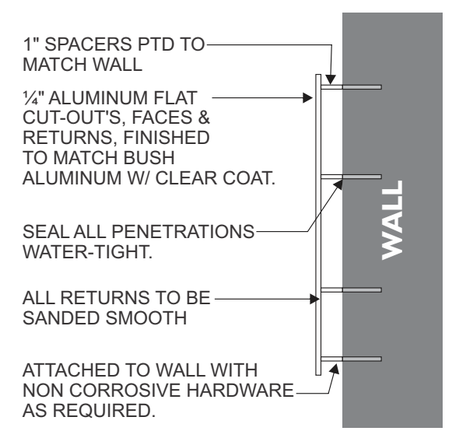
TWO SETS REQUIRED - MANUFACTURE & INSTALL — SQ. FT. = 3.33

FIELD SURVEY REQUIRED

CONFIRM SIGN LOCATION & DIMENSIONS
OF SIGN AREA PRIOR TO MANUFACTURE.

OPTION

2



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CONFIRM SIGN LOCATION & DIMENSIONS
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The Village at Allen Ridge

Design #	0612846AR5
Sheet	17 of 18
Location	The Village at Allen Ridge
Address	ABILENE, TEXAS
Acct. Rep.	STAN MACRUM
Coordinator	NICOLE VANCE
Designer	P. AGUIAR
Date	05/20/16

Approval / Date	
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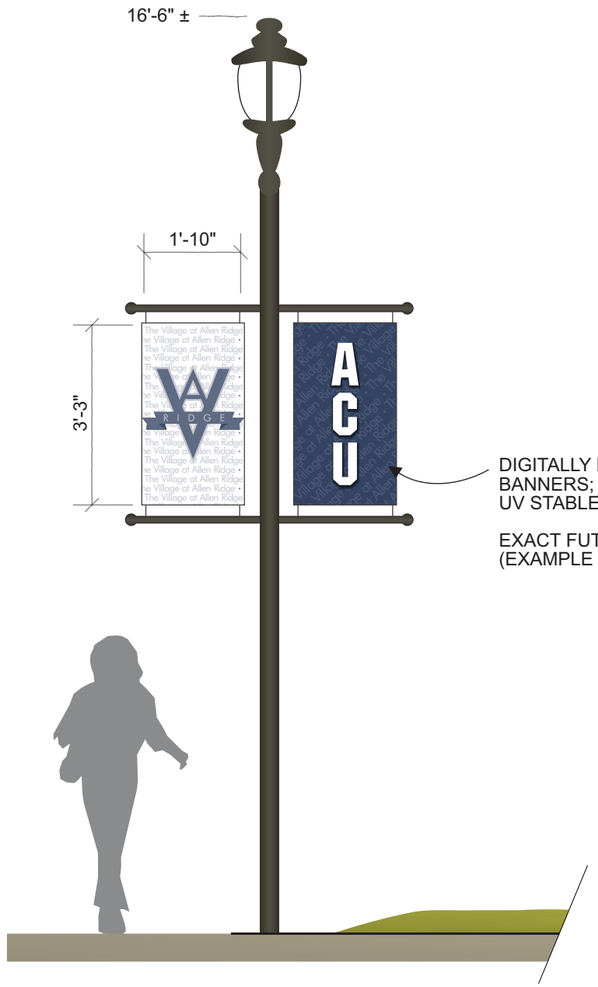
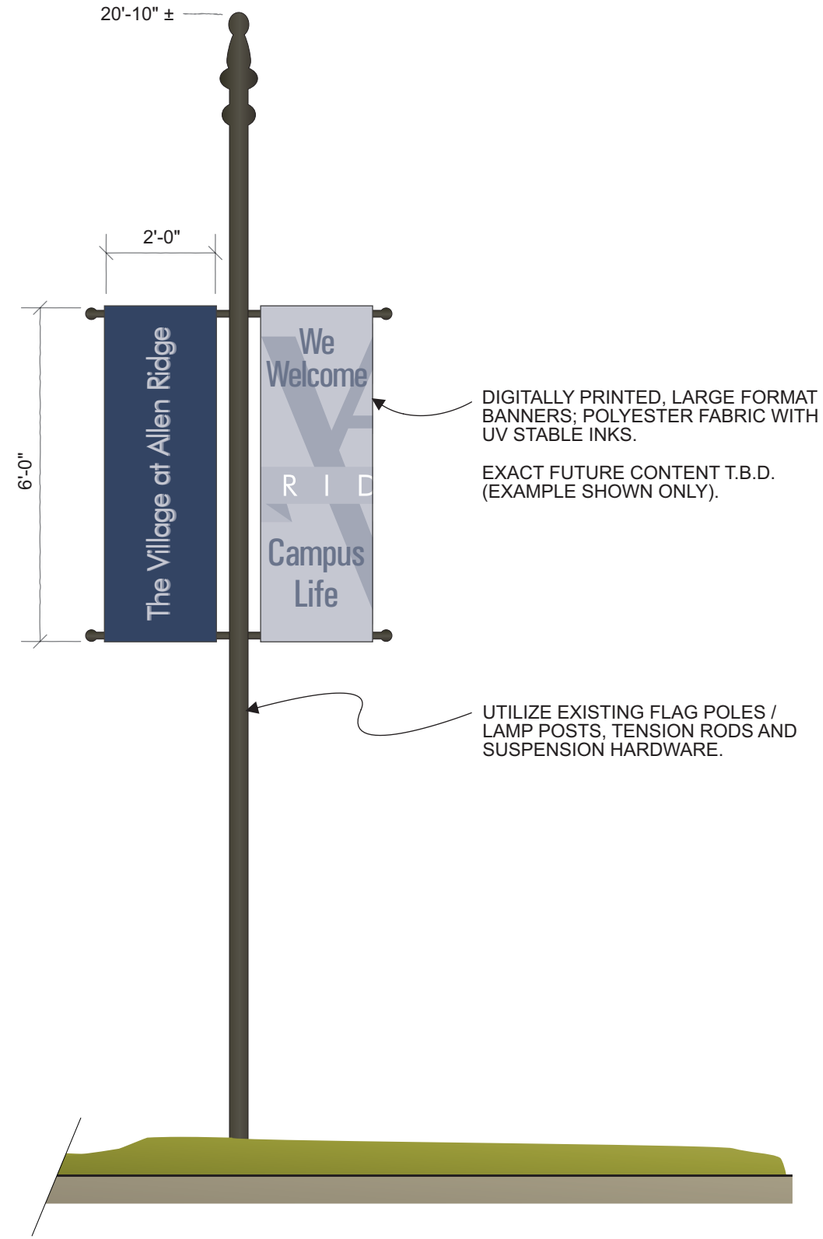


I D/F SMALL BANNERS

3/8" = 1'-0"

X (X) REQUIRED - MANUFACTURE AND INSTALL

SQ. FT.: 5.95 EA.



J D/F LARGE BANNERS

3/8" = 1'-0"

X (X) REQUIRED - MANUFACTURE AND INSTALL

SQ. FT.: 8.0 EA.

The Village at Allen Ridge

Design #	
0612846AR5	
Sheet	18 of 18
Location	
The Village at Allen Ridge	
Address	
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Z-2016-34

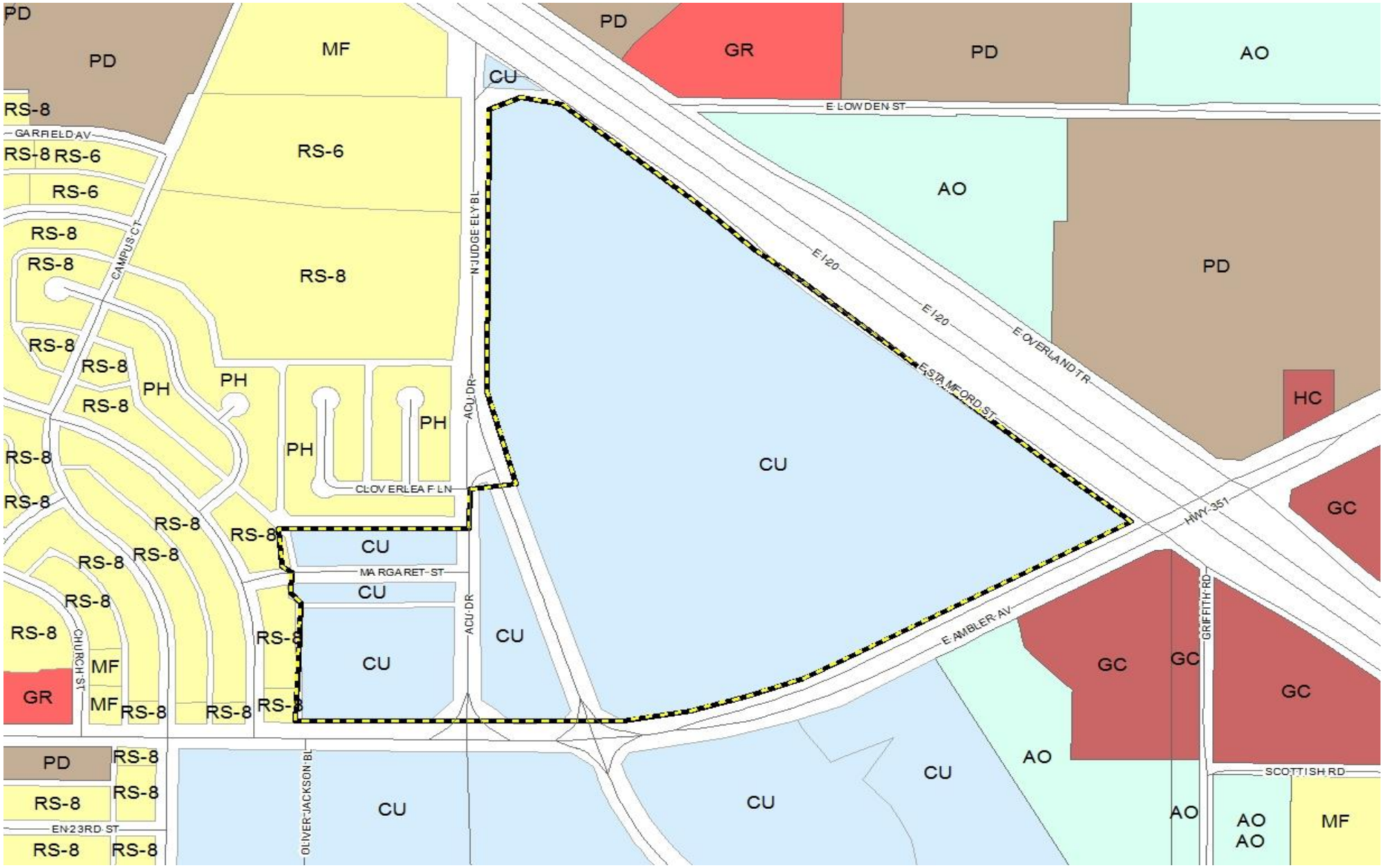
Request: Rezone from CU to PD zoning

Location: Northeast and northwest corners of Ambler Ave and N. Judge Ely Blvd

Notification: 4 in favor; 3 opposed

Staff Recommendation: Approval

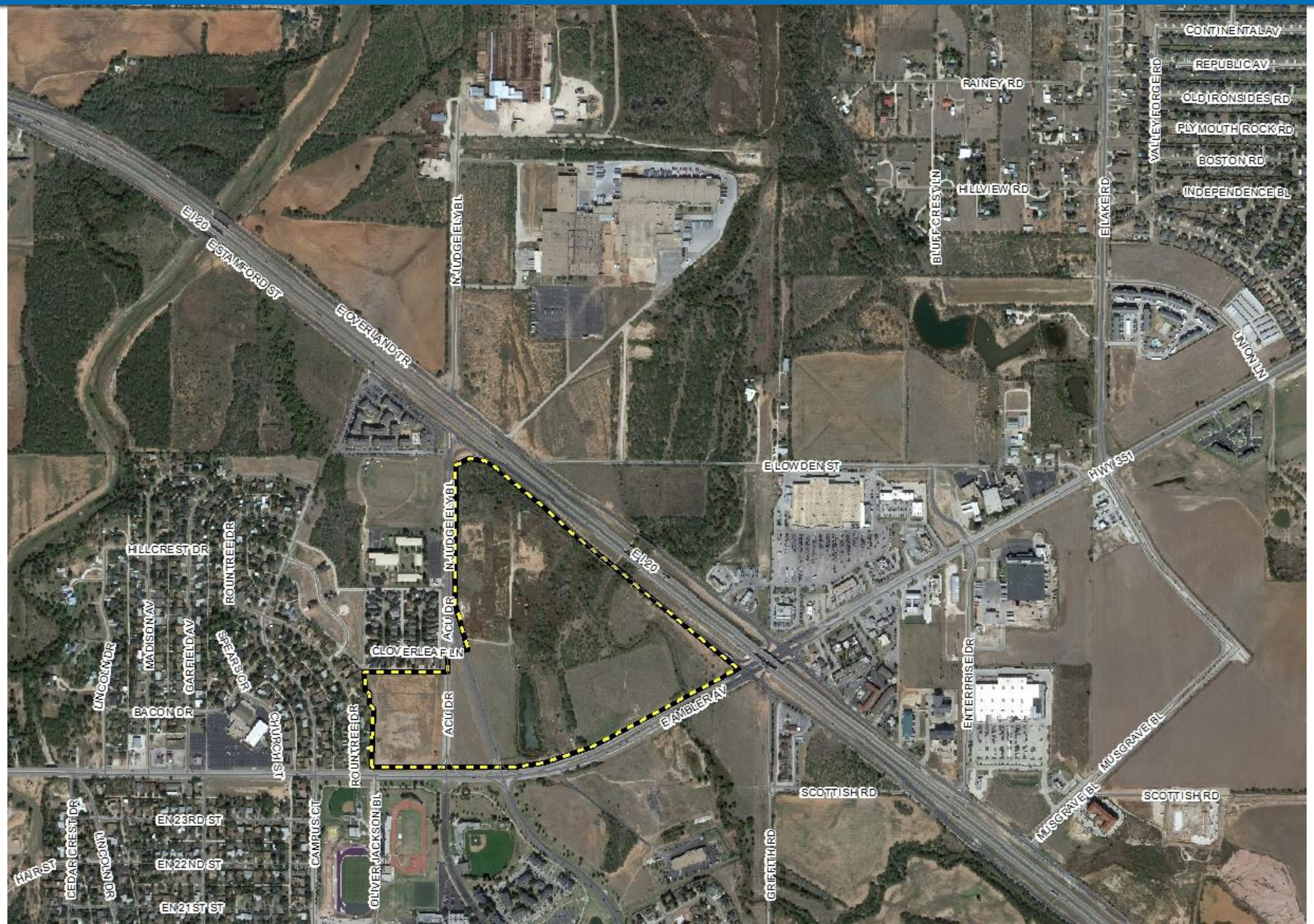
Z-2016-34


PD
PD
MF
CU
PD
GR
PD
AO
RS-8
GARFIELD AV
RS-8 RS-6
RS-6
RS-6
E LOWDEN ST
AO
RS-8
RS-8
CAMPUS CT
RS-8
N JUDGE ELY BL
E I-20
E I-20
E OVERLAND TR
PD
RS-8
RS-8
PH
PH
RS-8
ACU DR
ESTAMFORD ST
HC
PH
PH
CU
RS-8
CLOVERLEAF LN
RS-8
RS-8
RS-8
CU
HWY 351
GC
RS-8
RS-8
MARGARET ST
RS-8
CU
RS-8
ACU DR
CU
E AMBLER AV
RS-8
CHURCH ST
RS-8
CU
GC
GC
GRIFFITH RD
GC
GR
MF
MF
RS-8
RS-8
RS-8
PD
RS-8
RS-8
RS-8
CU
AO
CU
CU
SCOTTISH RD
EN 23RD ST
OLIVER JACKSON BL
AO
AO
AO
MF
RS-8
RS-8

Z-2016-34

E LOWDEN ST
N JUDGE ELY BL
CAMPUS CT
ACU DR
SUNNIBROOK CT
CLOVERLEA PLN
MARGARET ST
ROUNTREE DR
CAMPUS CT
ACU DR
EI20
EI20
E OVERLAND TR
E STAMFORD ST
HWY 351
HWY 351
E AMBLER AV
GRIFFITH RD
SCOTTISH RD

Z-2016-34


CONTINENTAL AV
REPUBLIC AV
OLD IRONSIDES RD
PLYMOUTH ROCK RD
BOSTON RD
INDEPENDENCE BL
RAINEY RD
VALLEY FORGE RD
HILLVIEW RD
BLUFF CREST LN
E LAKE RD
UNION LN
HWY 351
E LOWDEN ST
EI 20
E STAMFORD ST
E OVERLAND TR
N JUDGE ELY BL
HILLCREST DR
ROUNTREE DR
MADISON AV
GARFIELD AV
LINCOLN DR
BACON DR
CLOVERLEAF LN
ACU DR
BAMBLER AV
ENTERPRISE DR
MUSGRAVE BL
SCOTTISH RD
CHURCH ST
CAMPUS CT
OLIVER JACKSON BL
GRIFFITH RD
EN 23RD ST
EN 22ND ST
EN 21ST ST
HAIR ST
CEDAR CREST DR

Concept Plan 1

The Village at Allen Ridge – Concept Plan

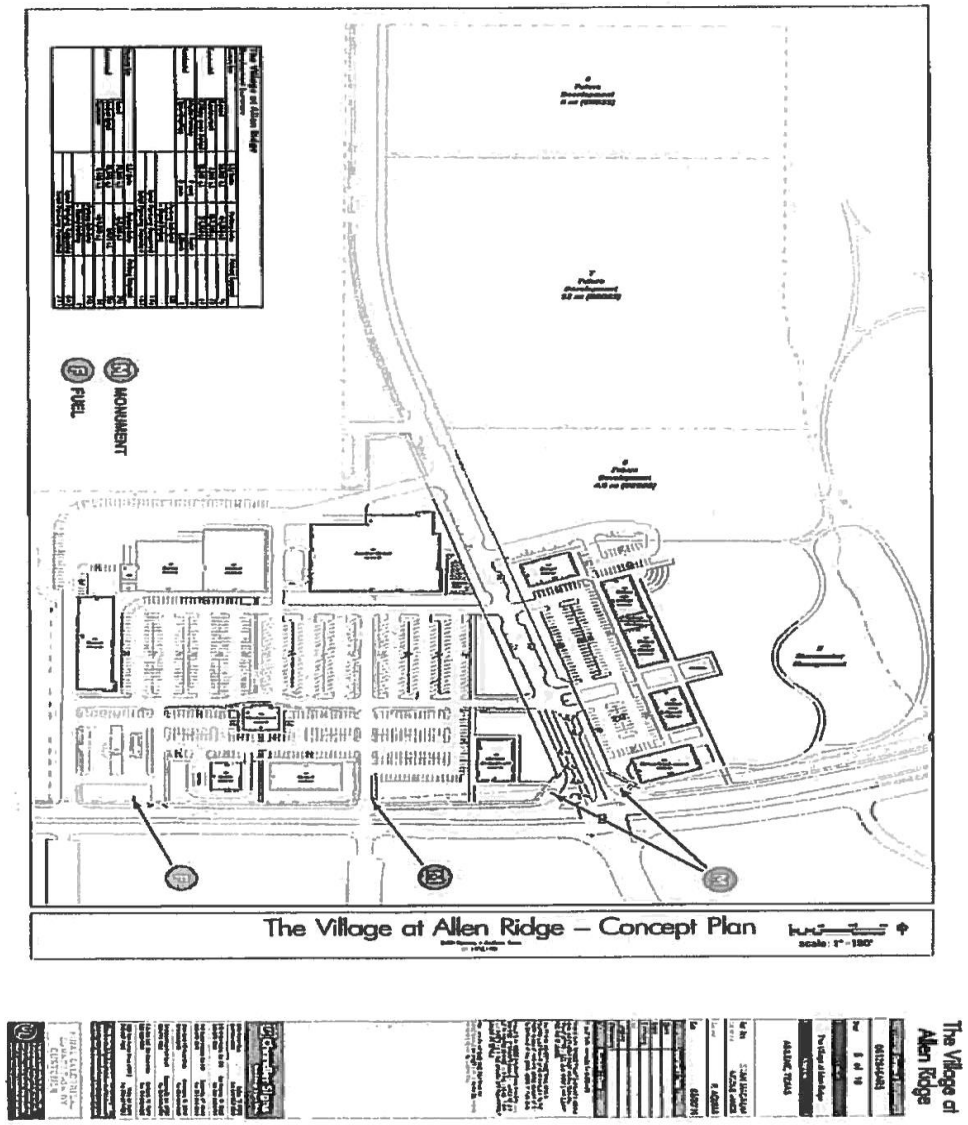
BVTD Partners • Abilene, Texas
01.15020.00

0 200′ 400′

D

June 2, 2016

Concept Plan 2



View looking northeast toward subject property

View of side yard looking north toward subject property

View looking south down N. Judge Ely Blvd.

CITY OF ABILENE
This property is subject to a zoning request
For More Information Call 676-6237

View looking east

View looking east

View looking west

View looking west along I-20

View looking northwest along I-20

View looking north

CBRE
UCR
ucr.com
ANDREW LEHNER
214-252-1174
CHRIS SACKS
214-252-1053
MAJOR MIXED
USE CENTER
COMING SOON
SHOP SPACE
AVAILABLE
This property is
subject to a
zoning request

WARNING

View looking east along Ambler Ave.

Permitted 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	Recycling Collection Point
P	Subdivision Sales Office (temporary)
P	Swimming Pools, Private (accessory to residential use)
P	Tennis Courts, Private (accessory to residential use)

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	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:

P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well

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

Requested PD Zoning

This Planned Development shall be subject to the requirements of the GR (General Retail) zoning district except as modified below:

- PERMITTED USES:
  - All the land uses permitted in the GR, and TH (Town Home) districts.

- DEVELOPMENT REGULATIONS:
  - 0’ Setback along Judge Ely Boulevard to accommodate ground floor street-oriented retail.
  - 10’ Setback along Ambler Avenue.
  - 60’ Side and Rear Setbacks abutting Residential Single-family Districts to the West of Judge Ely Boulevard to provide additional privacy for the existing adjacent residential uses.
  - Height approved to not more than 4 stories (55 feet) on the West side of Judge Ely Boulevard, and 4 stories (55 feet) and 7 stories on the East side of Judge Ely Boulevard
  - FAR. 2:1 FAR to accommodate a pedestrian-oriented mixed use district.
  - Waiving of Landscape requirements along property lines adjacent to a street where ground floor retail is provided to accommodate street oriented retail.
  - Sign standards shall be consistent with the provided Comprehensive Sign Plan.

Requested PD Zoning

This Planned Development shall be subject to the requirements of the GR (General Retail) zoning district except as modified below:

- DEVELOPMENT REGULATIONS:
  - Multi-family. All Multi-family per the Residential Multiple-Family (MF) Standards with the following exceptions:
  - 10’ front setback to accommodate for a more urban frontage condition.
  - 60’ side and rear setbacks abutting Residential Single-family Districts to provide additional privacy for the existing adjacent residential uses.
  - Buildings longer than 200’ are permitted with approval of the Planning Director upon recommendation of the Design review committee provided there is adequate relief on the façade.
  - 30 units permitted per acre.
  - Residential Townhome (TH) District with the following exceptions:
  - 25’ x 75’; 1875 s.f. minimum lot size to accommodate for a smaller, more urban townhome product.
  - 10’ Front Setback to accommodate a more urban frontage.
  - 5’ Rear Setback along an alley to accommodate a more urban alley condition.
  - On-street parking shall comply with the City of Abilene parking regulations and the Master Thoroughfare Plan.

Concept Plan-Proposed Heights

LRK Looney Ricks Kiss | The Village at Allen Ridge | Height Limits

BVTD Partners • Abilene, Texas • 01.15020.00

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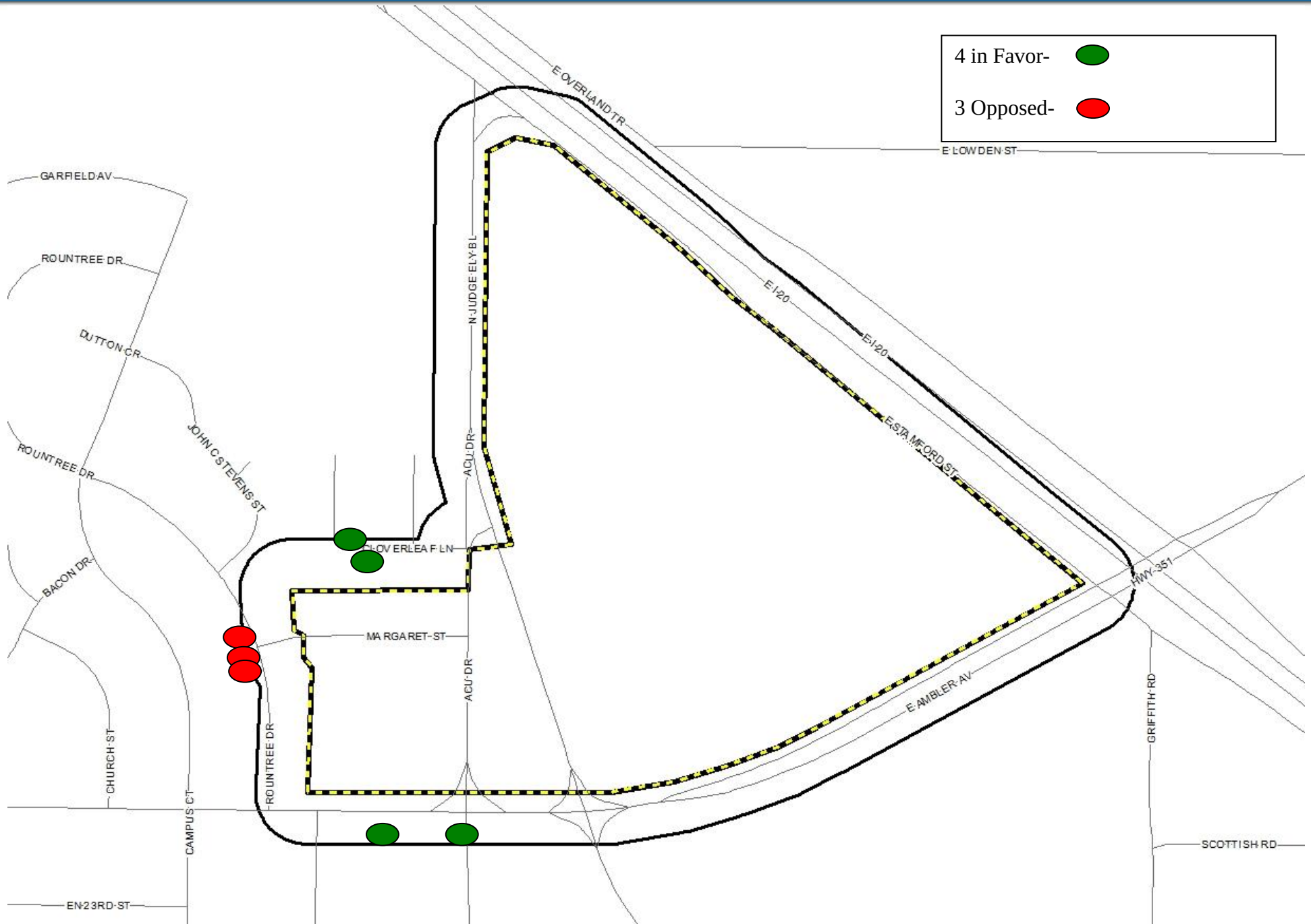
Concept Plan

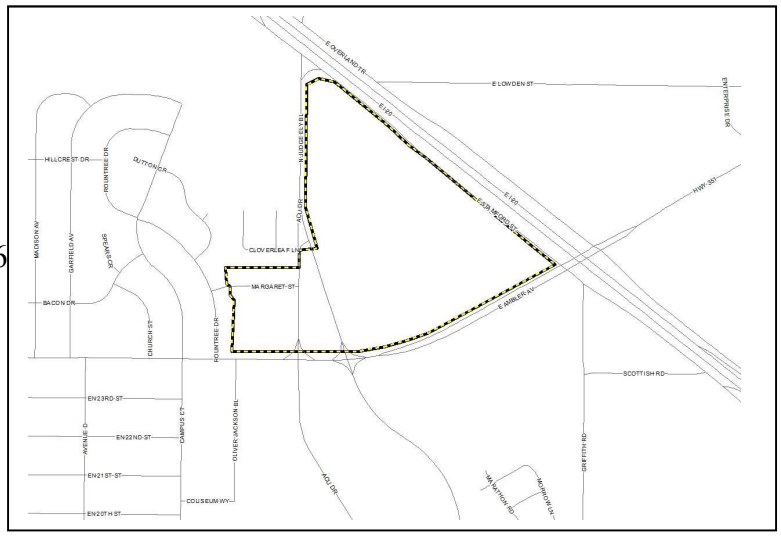
Concept Plan

Z-2016-34


4 in Favor-
3 Opposed-
E OVERLAND TR
E LOWDEN ST
GARFIELD AV
ROUNTREE DR
DUTTON CR
JOHN C STEVENS ST
ROUNTREE DR
BACON DR
N JUDGE ELY BL
ACU DR
E I-20
E I-20
E STAMFORD ST
CLOVERLEAF LN
MARGARET ST
ACU DR
HWY 351
E AMBLER AV
GRIFFITH RD
ROUNTREE DR
CHURCH ST
CAMPUS CT
SCOTTISH RD
EN 23RD ST

ZONING CASE Z-2016-34
STAFF REPORT

APPLICANT INFORMATION:
Abilene Christian University
Agent: McMahon Surovik Suttle, P.C.
Enprotec/Hibbs & Todd, Inc.



HEARING DATES:
Planning & Zoning Commission: August 1, 2016
City Council 1st Reading: August 25, 2016
City Council 2nd Reading: September 8, 2016

LOCATION:
Northeast and Northwest corners of Ambler Ave & N. Judge Ely Blvd

REQUESTED ACTION:
Rezone from CU/COR to PD-156/COR

SITE CHARACTERISTICS:
The subject parcels total approximately 87.172 acres and is currently zoned CU/COR (College University/Corridor Overlay). The subject properties are vacant with the exception of a small outdoor track field and are owned by Abilene Christian University. The adjacent property to the east is I-20. The properties to the west and north are zoned RS-8/COR (Single-Family Residential/Corridor Overlay), RS-8 (Single-Family Residential) and PH (Patio Home). The other property to the north is I-20 and on the other side of I-20 is zoned for commercial uses. The properties to the south are part of the Abilene Christian University campus.

ZONING HISTORY:
Most of the area was annexed in 1957. The rest annexed in 1964 and was rezoned to CU in 1982.

ANALYSIS:
- <u>Current Planning Analysis</u>
  Currently the properties are zoned CU and are vacant with the exception of a small outdoor track field. Interstate 20 is adjacent to the north with properties on the other side zoned for commercial uses. The properties to the west and north are developed with single-family

residential homes. The current zoning allows for a mix of uses such as a college/university and uses associated with a college. The owner is asking for the PD zoning to have a base zoning of GR (General Retail) and to allow for a mixed-use development encompassing, office, restaurant retail, multi-family housing, single family residential and parks at the property. Additionally, the applicant is requesting conditions shown in the attached exhibit.

- Comprehensive Planning Analysis

  The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential', along with Agricultural Open Space. The AO zoning is typically designated as a "holding zoning", until an applicant desires to rezone to a compatible zoning classification with the adjacent zoning districts. The applicant is requesting amend the PD to allow for a greater mix of uses. The frontage along I-20, Ambler, and N. Judge Ely, and the surrounding commercial, residential, and College University zonings supports the inclusion of the proposed uses. The proposed concept plan shows the apartments providing a buffer to the adjacent single-family homes to the west and north. The requested zoning would be compatible with the adjacent uses as shown on the proposed concept plan and attached exhibits.

PLANNING STAFF RECOMMENDATION:

Staff recommends approval of the requested rezoning to PD on condition that the proposed development complies with the Master Thoroughfare Plan.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommends approval by a vote of six (6) in favor (Bixby, Rosenbaum, Calk, Dunnahoo, Smith, & McClarty) and none opposed.

NOTIFICATION:

Property owners within a 200-foot radius were notified of the request.

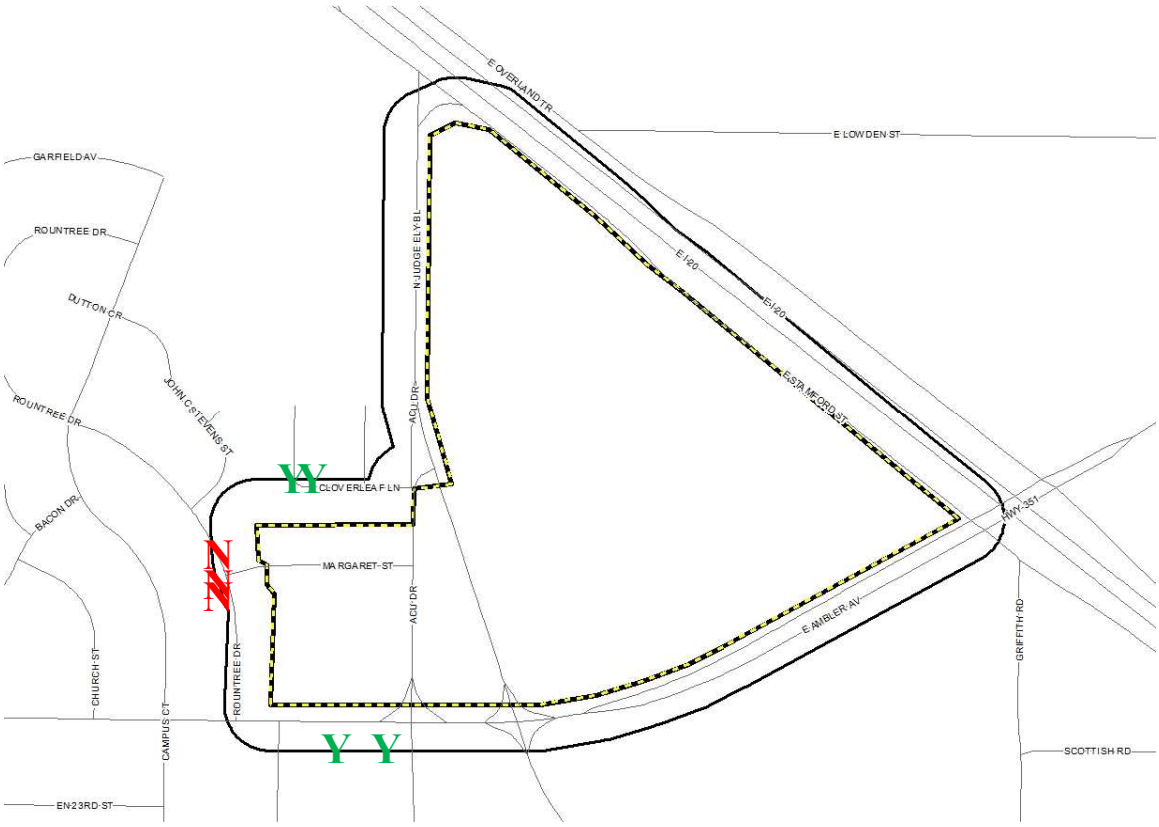
OWNER	ADDRESS	RESPONSE
HARRIS NOBLE & BETTE JOYCE	2510 CLOVERLEAF LN	
CUMMINS ELIZABETH ANN	841 CLOVERLEAF LN	
KING BEVERLY C	801 CLOVERLEAF LN	
ROBERTS REV LIVING TRUST	881 CLOVERLEAF LN	

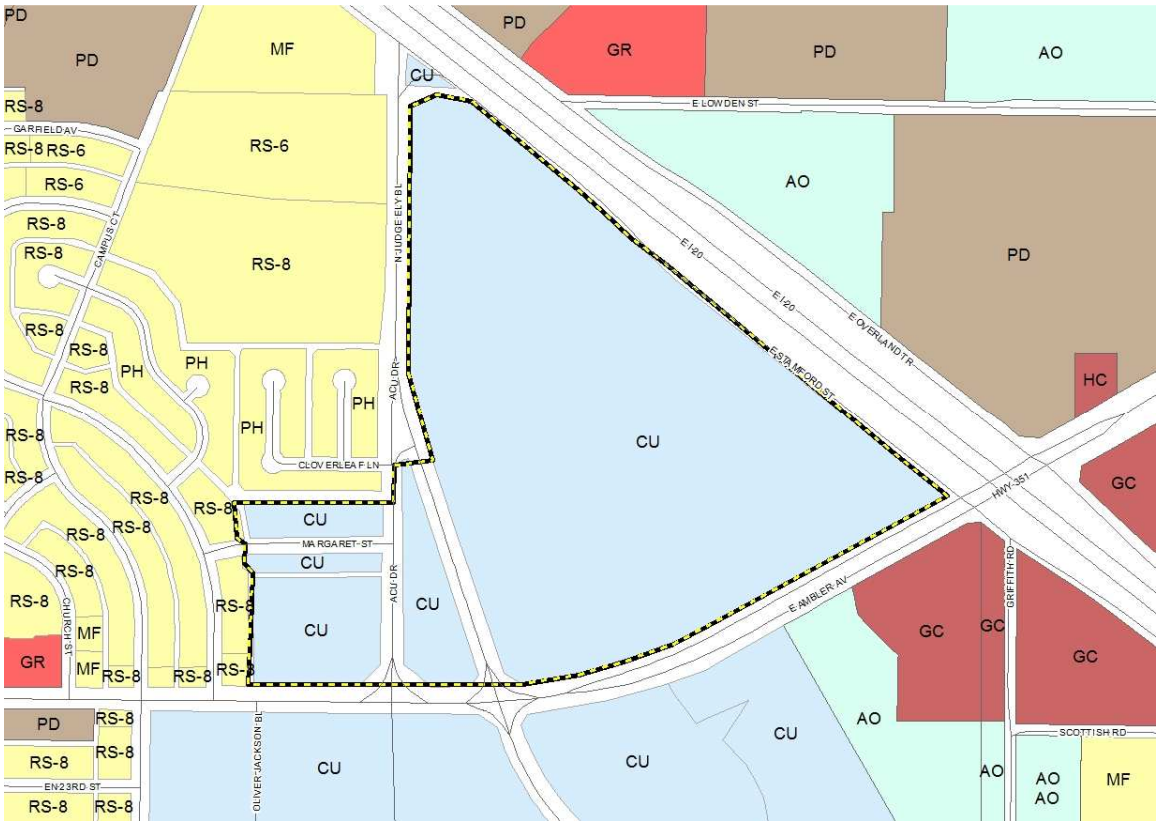
SIKES MARY ANN	2502 SUNNIBROOK CT	
SPRABERRY ERNEST M & DOTTIE S	865 CLOVERLEAF LN	
ENNIS DAVID L & DIANE T	2525 SUNNIBROOK CT	
ARMER ALBERT & BEVERLY DIANE	2410 ROUNTREE DR	
BALDERSON MARIE	2517 SUNNIBROOK CT	
HOLMANS JIMMIE D & MYRA	825 CLOVERLEAF LN	In Favor
ROBERSON CHARLES W & GEORGAN	2434 ROUNTREE DR	Opposed
CEDILLO OSCAR S & CARLA	2509 SUNNIBROOK CT	
STRADER ROYE SUE	2422 ROUNTREE DR	
BABER DONALD C &	2502 CLOVERLEAF LN	In Favor
WHITAKER ROBERT H & DANA	2501 CLOVERLEAF LN	
WILLIAMS LINDA M	2501 SUNNIBROOK CT	
HARRISON DOUGLAS M & EMILY R	2406 ROUNTREE DR	
CARPENTER TOM P	2426 ROUNTREE DR	Opposed
CARPENTER TOM P	2430 ROUNTREE DR	Opposed
CORNING CARYN	2437 ROUNTREE DR	
CLEMMER WILLIAM D & BETTY R	873 CLOVERLEAF LN	
KEMP JOSEPH S & LINDA F	2518 CLOVERLEAF LN	
PRICE ALMA SUE LF EST	2441 ROUNTREE DR	
EDGAR STEVEN RANDALL &	2409 ROUNTREE DR	
COLLINSWORTH THAD J	2402 ROUNTREE DR	
PHIPPS MICHAEL & LAURA	809 CLOVERLEAF LN	
DAVIDSON MASON & MADGE	857 CLOVERLEAF LN	
DELONY ROBERT L & MIKEE C	817 CLOVERLEAF LN	
ABILENE CHRISTIAN UNIV	1755 CAMPUS CT	In Favor
ABILENE CHRISTIAN UNIV	790 EN 16TH ST	In Favor
ABILENE CHRISTIAN UNIV	792 EN 17TH ST	
ABILENE CHRISTIAN UNIV	990 EN 16TH ST	
ABILENE CHRISTIAN UNIV	2070 ACU DR	
ABILENE CHRISTIAN UNIV	2055 OLIVER JACKSON BL	
ABILENE CHRISTIAN UNIV	1730 ACU DR	
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT	
ABILENE CHRISTIAN UNIV	792 EN 16TH ST	
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT	
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT	
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT	
ABILENE CHRISTIAN UNIV	1925 CAMPUS CT	

ABILENE CHRISTIAN UNIV	2010 ACU DR
ABILENE CHRISTIAN UNIV	930 EN 16TH ST
ABILENE CHRISTIAN UNIV	795 COLISEUM WY
ABILENE CHRISTIAN UNIV	2255 OLIVER JACKSON BL
ABILENE CHRISTIAN UNIV	1885 CAMPUS CT
ABILENE CHRISTIAN UNIV	1850 ACU DR
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT
ABILENE CHRISTIAN UNIV	2310 OLIVER JACKSON BL
ABILENE CHRISTIAN UNIV	2205 OLIVER JACKSON BL
ABILENE CHRISTIAN UNIV	1730 CAMPUS CENTER RD
ABILENE CHRISTIAN UNIV	1775 CAMPUS CENTER RD
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT
ABILENE CHRISTIAN UNIV	870 COLISEUM WY
ABILENE CHRISTIAN UNIV	860 EN 16TH ST
ABILENE CHRISTIAN UNIV	849 COLISEUM WY
ABILENE CHRISTIAN UNIV	845 COLISEUM WY
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT
ABILENE CHRISTIAN UNIV	825 E AMBLER AV
ABILENE CHRISTIAN UNIV	1950 ACU DR
ABILENE CHRISTIAN UNIV	1850 TEAGUE BL
ABILENE CHRISTIAN UNIV	1995 CAMPUS CT
ABILENE CHRISTIAN UNIV	760 LIBRARY CT
ABILENE CHRISTIAN UNIV	1680 CAMPUS CENTER RD
ABILENE CHRISTIAN UNIV	1668 CAMPUS CENTER RD
ABILENE CHRISTIAN UNIV	1695 CAMPUS CT
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT
ABILENE CHRISTIAN UNIV	790 LIBRARY CT
ABILENE CHRISTIAN UNIV	1625 CAMPUS CT
ABILENE CHRISTIAN UNIV	2195 OLIVER JACKSON BL
ABILENE CHRISTIAN UNIV	1850 CAMPUS CENTER RD
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT
ABILENE CHRISTIAN UNIV	1750 CAMPUS CENTER RD
BARTON JOHN M & MARY E	849 CLOVERLEAF LN
DRENNAN JERRY DALE	2414 ROUNTREE DR
PRAIRIE SONG LLC	2509 JOHN C STEVENS ST
ICE JAMES H & BERLE J	2533 SUNNIBROOK CT
ABILENE CHRISTIAN UNIV	1725 ACU DR

WHITT SHIRLEY S	2541 SUNNIBROOK CT
PRAIRIE SONG LLC	2501 JOHN C STEVENS ST
ABILENE CHRISTIAN UNIV	1201 E AMBLER AV
BAGGS TERRY W & KAREN	2565 SUNNIBROOK CT
TINKLER BOBBY ROLLO &	2557 SUNNIBROOK CT
ABILENE CHRISTIAN UNIV	2295 ACU DR
ABILENE CHRISTIAN UNIV	1600 CAMPUS CT
ABILENE CHRISTIAN UNIV	2245 ACU DR
ESCOBEDO JOSEPH T	2401 ROUNTREE DR
EARLES JAMES EDWARD &	2421 ROUNTREE DR
MILLER AARON R & ELIZABETH A	2429 ROUNTREE DR
CLUTE ALAN CHARLES &	2433 ROUNTREE DR
ABILENE CHRISTIAN UNIV	
ABILENE CHRISTIAN UNIVERSITY	1450 E AMBLER AV
ABILENE CHRISTIAN UNIV	2209 N JUDGE ELY
ABILENE CHRISTIAN UNIV	
ABILENE CHRISTIAN UNIV	1449 E AMBLER AV

4 In Favor- **Y**
2 Opposed- **N**

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ROUNTREE DR
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N AVERY
GREENHILL RD
SCOTTISH RD

CONTINENTAL AV
REPUBLIC AV
OLD IRONSIDES RD
PLYMOUTH ROCK RD
BOSTON RD
INDEPENDENCE BL
VALLEY FORGE DR
RAINEY RD
HILLVIEW RD
BLUFF CREST LN
ELIAKE RD
N MOAN AV
HWY 287
E LOWDEN ST
E I-20
N MIDDLE BLVD
N UPPER BLVD
ACUFF DR
CLOVERLEAF LN
E AMELIA AV
ENTERPRISE DR
MUSGRAVE BL
SCOTTISH RD
GRAFTON RD
E STANFORD ST
E OVERLAND DR
HILLCREST DR
ROUNTREE DR
MATHEWS AV
GARFIELD AV
WILSON DR
BACON DR
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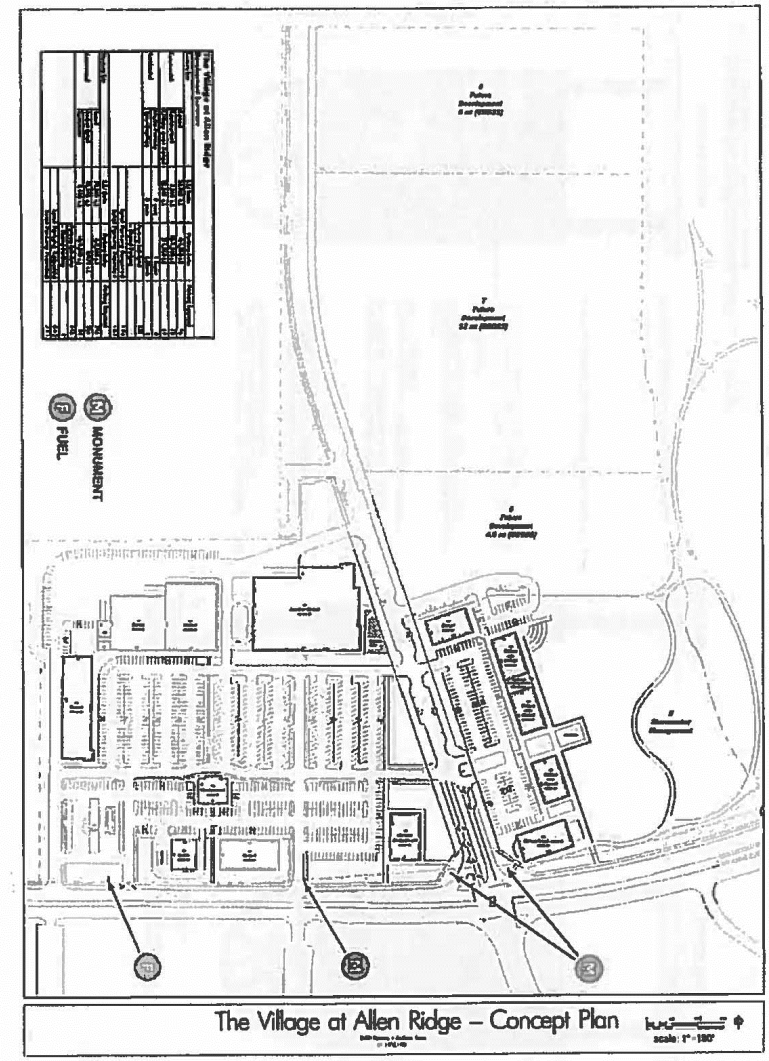
HAYES ST
CEDAR CREST DR
JOHNSON DR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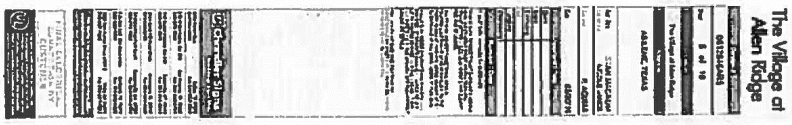
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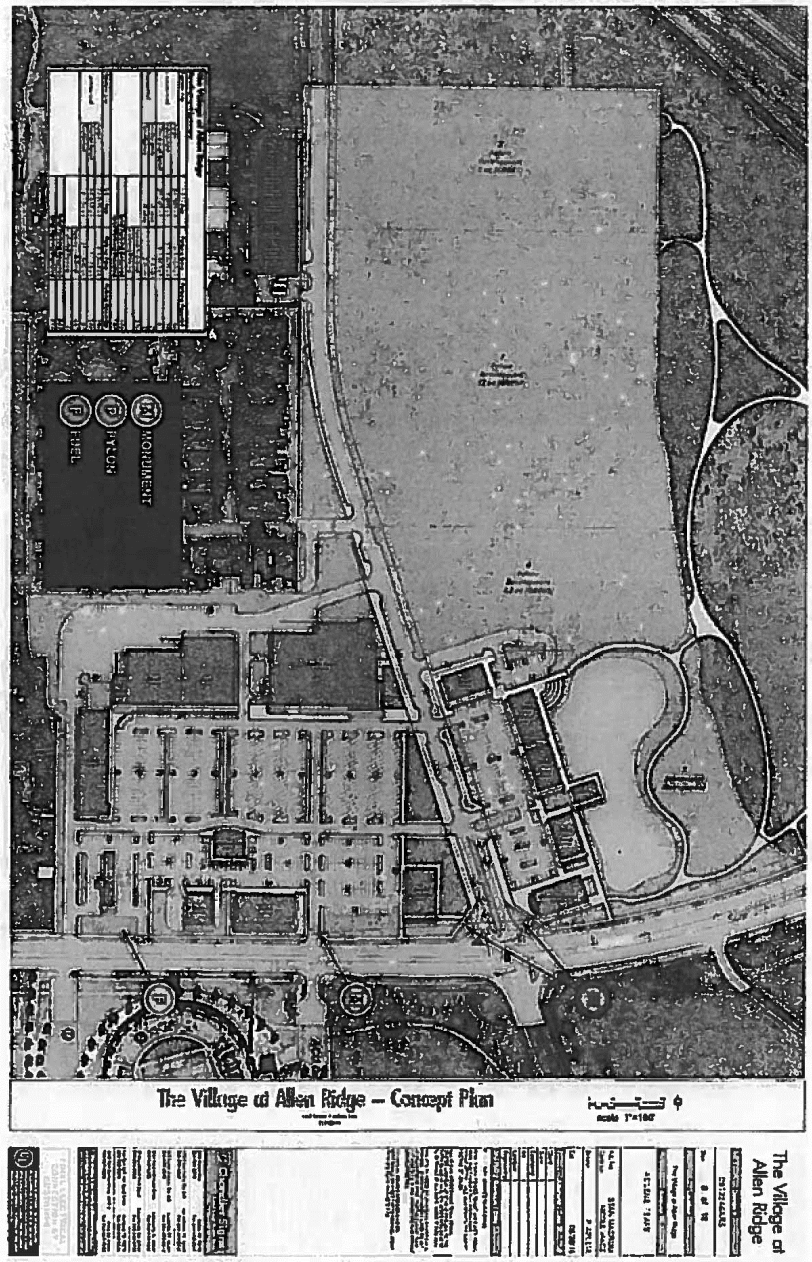
The Village at Allen Ridge – Concept Plan
The Village at Allen Ridge
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City Council
Agenda Memo

City Council Meeting Date: 9/8/2016

TO: **Robert Hanna, City Manager**

FROM: **Dana L. Schoening, Director Planning & Development Services**

SUBJECT: **Ordinance & Public Hearing:** ***(Final Reading)*** **Z-2016-35 a request from Mark Huffington, agent Jacob & Martin Ltd. and City of Abilene, to amend PD-32 (Planned Development) specifically by allowing uses permitted in NR (Neighborhood Retail) as well as in O (Office) districts on all properties bordering west and north sides of Hospital Drive.** ***(Schoening)***

GENERAL INFORMATION

The owner of two lots at 9 and 10 Hospital Drive is seeking to change the Planned Development District (PD 32) which governs all lots in Humana West Addition, specifically to allow "personal services" on his particular two lots. The personal services category of use includes hair styling and nail salons (but not tattoo parlors) as well as massage therapy, tailoring and portrait studios. The Neighborhood Retail (NR) zoning classification is the least intensive commercial zoning which routinely allows such personal services.

City staff has thereby expanded the proponent's specific request, to consider allowing all activities permitted within Neighborhood Retail Districts, not only just personal services. The area of this zone change case has also been expanded to include not just the proponent's particular two lots, but all lots (in Humana West Addition) that are subject to the same limitations of Office zoning. This includes all twenty properties encompassed by this zone change request, bordering either the west or north side of Hospital Drive.

Use and development of the subject 20 properties is presently limited by regulations applicable to the Office (O) zoning classification. The proposed amendment will, if approved, make the use and development of these same 20 properties subject to regulations applicable in Neighborhood Retail (NR) zoning districts. The same types of business, professional and administrative offices allowed in O Districts and also allowed in NR Districts, including medical and dental clinics. NR zoning also routinely allows a limited range of retail trade and services including restaurants as well as general retail sales and personal services. Taverns and night clubs are not allowed in NR Districts. In fact, no business activity is permissible between the hours of 11:00 p.m. and 6:00 a.m., in Neighborhood Retail Districts. The size of any one building is also limited to 15,000 square feet. The two-story or 30-foot limit on the height of building construction is planned to remain applicable to all twenty properties directly affected by requested amendments to PD 32.

The subject twenty properties lie within the sphere of a major commercial node centered on the intersection of Antilley Road (a major arterial) and U.S. Highways 83-84 (a freeway). This commercial node or "special activity center" is shown on the Future Land Use component of Abilene's Comprehensive Plan. Abilene Regional Medical Center lies at the focus of this node. The subject twenty properties are, however, within a transitional area at the western fringe of that commercial node. Nearby homes in Fairway Oaks neighborhood

lie less than 500 feet to the west.

As its name implies, Neighborhood Retail (NR) zoning is intended for relative close compatibility with nearby homes, by virtue of the uses allowed as well as limitations on building size and hours of operation. Neighborhood Retail zoning on the subject twenty properties thereby seems appropriate within this transitional environment separating intensive commercial use (to the east) and single-family home sites (to the west).

SPECIAL CONSIDERATIONS

A second notification letter was sent to the impacted property owners to inform them of the second reading and public hearing on September 8th.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of this request.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval to amend PD-32, encompassing subject properties (2100 Antilley Road and Lots 2 thru 20 Hospital Drive) by a vote of four (4) in favor (McClarty, Bixby, Dunnahoo and Smith), one (1) opposed (Rosenbaum), and one (1) abstention (Calk).

ATTACHMENTS:

Description	Type
Ordinance Cover	Exhibit
Ordinance Exhibit	Exhibit
Property Owner Responses	Exhibit
Staff Report	Exhibit
PowerPoint	Presentation
Second Notification Letter	Cover Memo

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

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

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than 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 this 25th day of August, A.D. 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of July, 2016, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 8th day of September, 2016 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 8th day of September, A.D. 2016.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

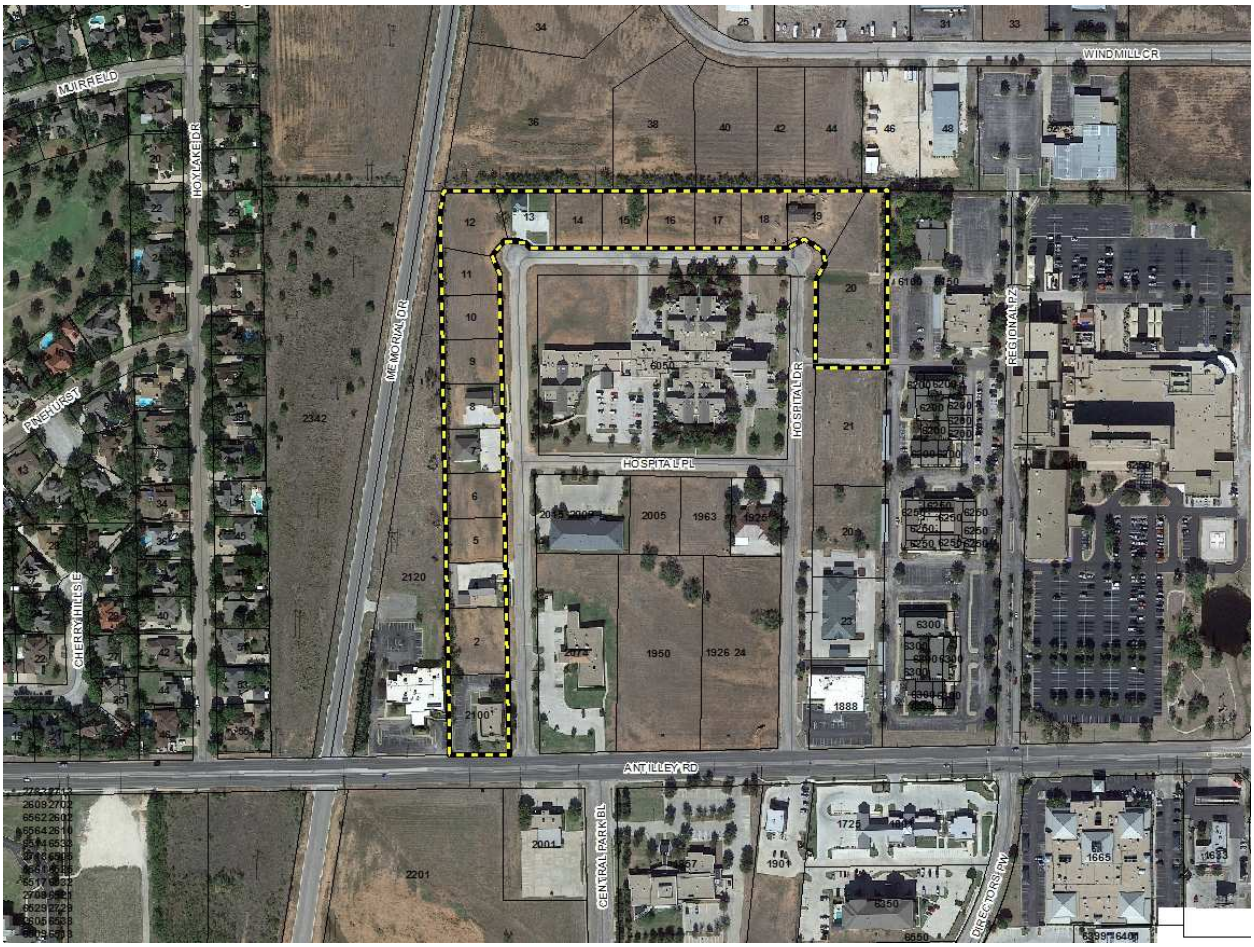
ORDINANCE NO. _____

EXHIBIT "A"

Amend the Planned Development District (PD 32) encompassing these properties, specifically by making the underlying zoning classification a Neighborhood Retail (NR) District instead of an Office (O) District.

Legal description:

HUMANA WEST ADDN, LOT 101, LOT 102, LOT 4-LOT 18, LOT 119, LOT 20 & S PT LOT 19



2100 Antilley Road as well as properties at 2 thru 20 Hospital Drive in south Abilene, all of which are located within 1400 feet west from Abilene Regional Medical Center

2nd amendment to Ordinance No. 49-1985

Amend Ordinance #49-1985, Part 7, Paragraph A, subparagraph 1

DELETE: all of subparagraph 1 in Paragraph A of Part 7

ADD: new subparagraph 1 in Paragraph A of Part 7, to read as follows:

1. Lots 1 – 20. Except as otherwise specified below, use and development of land shall be subject to regulations applicable to the Neighborhood Retail (NR) zoning classification.

    a. Buildings shall be limited to two stories or 30 feet, whichever is greater, excluding architectural exceptions as generally allowed by Zoning Regulations.

    b. Buildings shall be set back a minimum of 30 feet from right-of-way for the bounding arterial street (Antilley Road) and a minimum a 20 feet from other street rights-of-way

-END-

Rainbow, Zack

From: Maggie Shringer <abileneallergyasthma@gmail.com>
Sent: Sunday, July 31, 2016 11:32 PM
To: Reports, Planning
Subject: Rezoning Application Number Z-2016-35

RECEIVED
AUG 0 2 2016
PLANNING

I am opposed to the rezoning of the parcel of land that is PD-32 adjoining the property that I own on Antilley Road.

In 1986, when I looked at the property at the corner of Antilley Rd. and Hospital Dr., I felt strongly this would be an ideal location to build a practice in the medical office district that was set up exclusively for that purpose. Furthermore, it was my understanding that this area would remain as an "Medical office district", based on my personal discussion with Leroy George, the then Director of Planning & Zoning. On the basis of this belief, I purchased the property to build my clinic, my practice, and my future.

If you rezone this area for retail trade and services, who knows the type of businesses it will potentially bring in!

My concerns are listed below:

1) The hours of operation of the current medical related office buildings in the area are primarily from 8 AM to 5 PM. Having said that, I cannot predict the hours of operation of the new potential retail trades/stores. Will they be open late in the evening or night soliciting customer traffic? If this will be the case, I am concerned about the security of my office.

2) My office located at the corner of Antilley and Hospital Dr. has two egress ingress driveways, one from Antilley Rd and the other from Hospital Dr. This physical configuration, I am afraid, could encourage patrons of new retail businesses to cut across the parking lot of my clinic. Such unintended traffic pattern not only endangers the safety of my employees but also of the patient population, especially when adults and children are walking through the parking lot to get to my office building. It is simply unthinkable if some mishap were to happen either to my patients or to my employees caused by drivers cutting across the parking lot.

My argument, however, may sound hypothetical, since the probability of such occurrence depends upon the nature of the future retail business adjoining my property (i.e. an office type business versus a coffee shop, ice cream parlor, pizzeria, and so forth).

I want to go on the record that I oppose the Rezoning Application Z-2016-35.

I sincerely hope the P & Z Commission charged with safety and welfare of the community makes the right decision to alleviate the concerns of businesses like mine.

Thank you,

A P (Maggie) Shringeri M D

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

CASE #: Z-2016-35
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 fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: MCCAIN STEFANIE B MD PA
Address: 19 HOSPITAL DR

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

Fax #: (325) 676-6288
email: planning@abilenetx.com

I am in favor ☒ I am opposed ☐

Additional Comments:

Signature:

CITY OF
ABILENE

WILLIS THOMAS LEE
8 HOSPITAL DR
ABILENE, TX 79606-5023

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2016-35 7/21/2016

The Planning and Zoning Commission will hold a public hearing on **Monday, August 1, 2016,** at **1:30 PM**, in the City Council Chambers, 2nd Floor, City Hall, N. 5th and Walnut Streets, for the purpose of considering a request from Mark Huffington (agent, Jacob & Martin Ltd.) to amend the Planned Development District (PD 32) encompassing properties at 2100 Antilley Road as well as 2 thru 20 Hospital Drive, specifically by allowing uses permitted in Neighborhood Retail (NR) zoning as well as Office (O) zoning, on all twenty affected properties.

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 or fax 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 rezoning. 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 **September 8, 2016**, at 8:30 a.m. in Council Chambers on the second floor of City Hall, 555 Walnut Street.

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

CASE #: Z-2016-35
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 fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: WILLIS THOMAS LEE
Address: 8 HOSPITAL DR

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

Fax #: (325) 676-6288
email: planning@abilenetx.com

I am in favor ☐ I am opposed ☒

Additional Comments: I HAVE BUILT 2 OFFICES IN THIS AREA, BECAUSE IT IS ZONE OFFICE TO CHANGE THE ZONING I FEEL WOULD HURT MY INVESTMENTS. THIS AREA IS FOR PROFESSIONAL SERVICES. I DID NOT RECEIVE A MAILED NOTICE, I HAD TO GO TO CITY H TO GET THE NOTICES. I WOULD ATTEND THE MEETING, BUT HAVE OBGLIGATIONS.

Signature: [signature]

CITY OF
ABILENE

WILLIS THOMAS LEE
4 ~~8~~ HOSPITAL DR
ABILENE, TX 79606-5023

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2016-35 7/21/2016

The Planning and Zoning Commission will hold a public hearing on **Monday, August 1, 2016, at 1:30 PM**, in the City Council Chambers, 2nd Floor, City Hall, N. 5th and Walnut Streets, for the purpose of considering a request from Mark Huffington (agent, Jacob & Martin Ltd.) to amend the Planned Development District (PD 32) encompassing properties at 2100 Antilley Road as well as 2 thru 20 Hospital Drive, specifically by allowing uses permitted in Neighborhood Retail (NR) zoning as well as Office (O) zoning, on all twenty affected properties.

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 or fax 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 rezoning. 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 **September 8, 2016**, at 8:30 a.m. in Council Chambers on the second floor of City Hall, 555 Walnut Street.

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

CASE #: Z-2016-35
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 fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: WILLIS THOMAS LEE
Address: 8 HOSPITAL DR

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

Fax #: (325) 676-6288
email: planning@abilenetx.com

I am in favor ☐ I am opposed ☒

Additional Comments:

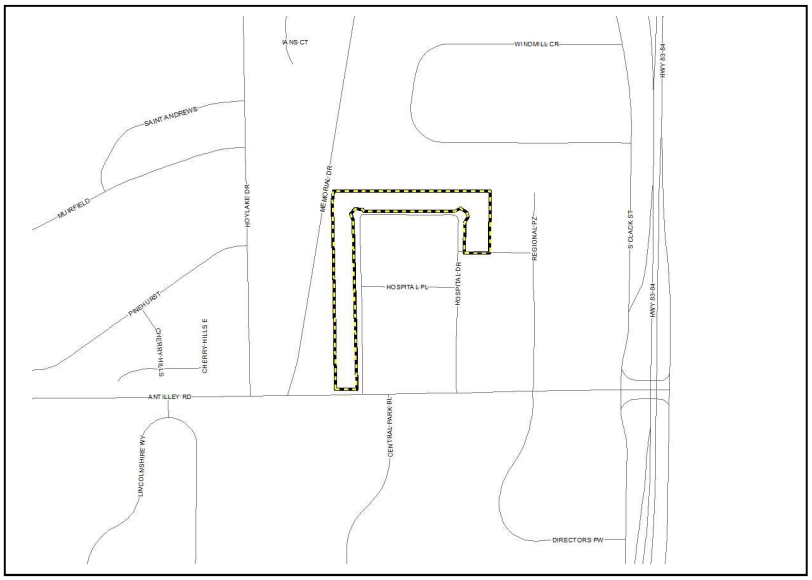
Signature:

ZONING CASE Z-2016-35
STAFF REPORT

APPLICANT INFORMATION:
Mark Huffington (agent, Jacob & Martin Ltd.) and the City of Abilene

HEARING DATES:
P & Z Commission: August 1, 2016
City Council 1st Reading: August 25, 2016
City Council 2nd Reading: September 8, 2016

LOCATION:
2100 Antilley Road as well as properties at 2 thru 20 Hospital Drive in south Abilene, all of which are located within 1400 feet west from Abilene Regional Medical Center



REQUESTED ACTION:
Amend the Planned Development District (PD 32) encompassing these properties, specifically by making the underlying zoning classification a Neighborhood Retail (NR) District instead of an Office (O) District.

SITE CHARACTERISTICS:
The subject property encompasses twenty (20) separate parcels of land, six (6) of which are occupied by single-story office buildings, in compliance with the present zoning classification of this property.

ZONING HISTORY:
The subject property was annexed to the City limits of Abilene in 1978, after which it was immediately zoned Agricultural Open Space (AO). This property remained in an AO District until May of 1983, when it was embraced within its present Planned Development (PD 32) zoning designation which encompasses all lots in the Humana West Addition. Humana West Addition lies entirely 270 – 1400 feet west from the site of Abilene Regional Medical Center.

Each Planned Development (PD) District is a custom-made zoning classification, tailored to meet the demands of particular proposed uses and their specific environmental setting.

The Planned Development District (PD 32) which encompasses these subject twenty parcels of land limits each of them to uses ordinarily allowed in Office (O) zoning districts, with a two-story or 30-foot limit on building height. Office zoning districts ordinarily allow only business, professional and administrative offices. This includes medical and dental clinics <u>not</u> typified by 24-hour operation or by overnight patient stay.

BACKGROUND:
The owner of two lots at 9 and 10 Hospital Drive is seeking to change the Planned Development District (PD 32) which governs all lots in Humana West Addition, specifically to allow "personal services" on his particular two lots. The personal services category of use includes hair styling and nail salons (but not tattoo parlors) as well as massage therapy, tailoring and portrait studios. The

Neighborhood Retail (NR) zoning classification is the least intensive commercial zoning which routinely allows such personal services.

City staff has thereby expanded the proponent's specific request, to consider allowing all activities permitted within Neighborhood Retail Districts, not only just personal services. The area of this zone change case has also been expanded to include not just the proponent's particular two lots, but all lots (in Humana West Addition) that are subject to the same limitations of Office zoning. This includes all twenty properties encompassed by this zone change request, bordering either the west or north side of Hospital Drive.

ANALYSIS:

Use and development of the subject 20 properties is presently limited by regulations applicable to the Office (O) zoning classification. The proposed amendment will, if approved, make the use and development of these same 20 properties subject to regulations applicable in Neighborhood Retail (NR) zoning districts. The same types of business, professional and administrative offices allowed in O Districts and also allowed in NR Districts, including medical and dental clinics. NR zoning also routinely allows a limited range of retail trade and services including restaurants as well as general retail sales and personal services. Taverns and night clubs are not allowed in NR Districts. In fact, no business activity is permissible between the hours of 11:00 p.m. and 6:00 a.m., in Neighborhood Retail Districts. The size of any one building is also limited to 15,000 square feet. The two-story or 30-foot limit on the height of building construction is planned to remain applicable to all twenty properties directly affected by requested amendments to PD 32.

The subject twenty properties lie within the sphere of a major commercial node centered on the intersection of Antilley Road (a major arterial) and U.S. Highways 83-84 (a freeway). This commercial node or "special activity center" is shown on the Future Land Use component of Abilene's Comprehensive Plan. Abilene Regional Medical Center lies at the focus of this node. The subject twenty properties are, however, within a transitional area at the western fringe of that commercial node. Nearby homes in Fairway Oaks neighborhood lie less than 500 feet to the west.

As its name implies, Neighborhood Retail (NR) zoning is intended for relative close compatibility with nearby homes, by virtue of the uses allowed as well as limitations on building size and hours of operation. Neighborhood Retail zoning on the subject twenty properties thereby seems appropriate within this transitional environment separating intensive commercial use (to the east) and single-family home sites (to the west).

PLANNING STAFF RECOMMENDATION:

Staff recommends approving proposed amendments to PD 32, as described in this report.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission considered this request at its meeting on August 1 of 2016. Members voted to recommend approving this request (as described in this report) by a vote of 4 in favor and 1 in opposition, with 1 abstention. Commissioners McClarty, Bixby, Dunnahoo and Tim Smith voted in favor. Commissioner Rosenbaum voted in opposition, and Commissioner Calk abstained from voting.

NOTIFICATION:

Owners of forty-one properties were formally notified of proposed amendments to provisions of PD 32, as described in this report.

These 41 properties include all twenty parcels of land within the area of the proposed amendment, as well as twenty-one additional properties within 200 feet thereof.

As of August 3, 2016, written comments were received from owners of four (4) properties inside the subject area of this request. One (1) such written comment is in favor of the proposed amendment, and three (3) written comments opposed the proposed amendment. No (0) written comments have so far been received from owners of property within 200 feet of this request.

OWNER	SITUS	RESPONSE
WILLIS THOMAS LEE	8 HOSPITAL DR	OPPOSED
HUMANA WEST LTD	11 HOSPITAL DR	
HUMANA WEST LTD	10 HOSPITAL DR	
HUMANA WEST LTD	9 HOSPITAL DR	
HOLLAND JAY W & SUE ANN	7 HOSPITAL DR	
CITY OF ABILENE		
KPLB LLC		
MC CALL GARY & VICKIE	46 WINDMILL CR	
NC SCHI INC	23 HOSPITAL DR	
HUMANA WEST LTD	12 HOSPITAL DR	
NC SCHI INC	6200 REGIONAL PZ	
WINDMILL CIRCLE APARTMENTS LLC	36 WINDMILL CR	
NC SCHI INC	6200 REGIONAL PZ 1250	
NC SCHI INC	6200 REGIONAL PZ 1400	
MC CALL GARY & VICKIE	48 WINDMILL CR	
HUMANA WEST LTD	15 HOSPITAL DR	
HUMANA WEST LTD	16 HOSPITAL DR	
NC SCHI INC	20 HOSPITAL DR	
6050 HOSPITAL DRIVE LLC	6050 HOSPITAL DR	
NC SCHI INC	6100 REGIONAL PZ	
NC SCHI INC	6150 REGIONAL PZ	
NC SCHI INC	6200 REGIONAL PZ 1225	
LATOUR VINCENT & DAWN	13 HOSPITAL DR	
HUMANA WEST LTD	14 HOSPITAL DR	
GANESH BRIAN R MD	6200 REGIONAL PZ	
SELBY VIRGINIA	42 WINDMILL CR	
NC SCHI INC	21 HOSPITAL DR	
SPINE ABILENE PROPERTIES LP	1888 ANTILLEY RD	
SELBY VIRGINIA	40 WINDMILL CR	
NC SCHI INC	20 HOSPITAL DR	
HUMANA WEST LTD	17 HOSPITAL DR	
NC SCHI INC	6200 REGIONAL PZ 1625	
SELBY VIRGINIA	38 WINDMILL CR	
DODGCO INC	44 WINDMILL CR	
HUMANA WEST LTD	18 HOSPITAL DR	

NC SCHI INC	6200 REGIONAL PZ	
HUMANA WEST LTD	5 HOSPITAL DR	
HUMANA WEST LTD	6 HOSPITAL DR	
HUMANA WEST LTD	2 HOSPITAL DR	
TENISON OIL CO	2005 HOSPITAL PL	
SHRINGERI AKKAMAHADEVI P	2100 ANTILLEY RD	OPPOSED
WILLIS THOMAS LEE	4 HOSPITAL DR	OPPOSED
AEI PROPERTIES LLC	2120 ANTILLEY RD	
TENISON OIL COMPANY	1925 HOSPITAL PL	
CITY OF ABILENE		
ABILENE SOUTH REALTY LP	2015 HOSPITAL PL	
ABILENE SOUTH REALTY LP	2009 HOSPITAL PL	
CENTRAL PARK 91 JV	2201 ANTILLEY RD	
TENISON OIL CO	1963 HOSPITAL PL	
PROSPERITY BANK	2001 ANTILLEY RD	
GFC LEASING CORP	1926 ANTILLEY RD	
GFC LEASING CORP	24 HOSPITAL DR	
CIC INVESTMENTS INC	2342 ANTILLEY RD	
CITY OF ABILENE		
HUMANA WEST LTD	1950 ANTILLEY RD	
MCCAIN STEFANIE B MD PA	19 HOSPITAL DR	IN FAVOR
ASMO PROPERTIES LLC	2074 ANTILLEY RD	

1 in Favor- **Y**

3 Opposed- **N**

WINDMILL CR
SAINT ANDREWS
MURFIELD
PINEHURST
CHERRY HILLS
HOYLAKE DR
MEMORIAL DR
HOSPITAL PL
HOSPITAL DR
REGIONAL PZ
S CLACK ST
HWY 83-84
ANTILLEY RD
CENTRAL PARK BL
DIRECTORS PW
PD
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GR
LI
PH
AO
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MF
MD

WINDMILL CR
SAINT ANDREWS
MURFIELD
HOYLAKE DR
MEMORIAL DR
HOSPITAL PL
HOSPITAL DR
REGIONAL PZ
SIGLACK ST
HWY 83-84
PINEHURST
CHERRYWOOD
ANTILLEY RD
CENTRAL PARK BL
DIRECTORS PW

Z-2016-35

Request: Amend a portion of Planned Development District (PD 32); changing the underlying zoning classification from Office (O) District to Neighborhood Retail (NR) District

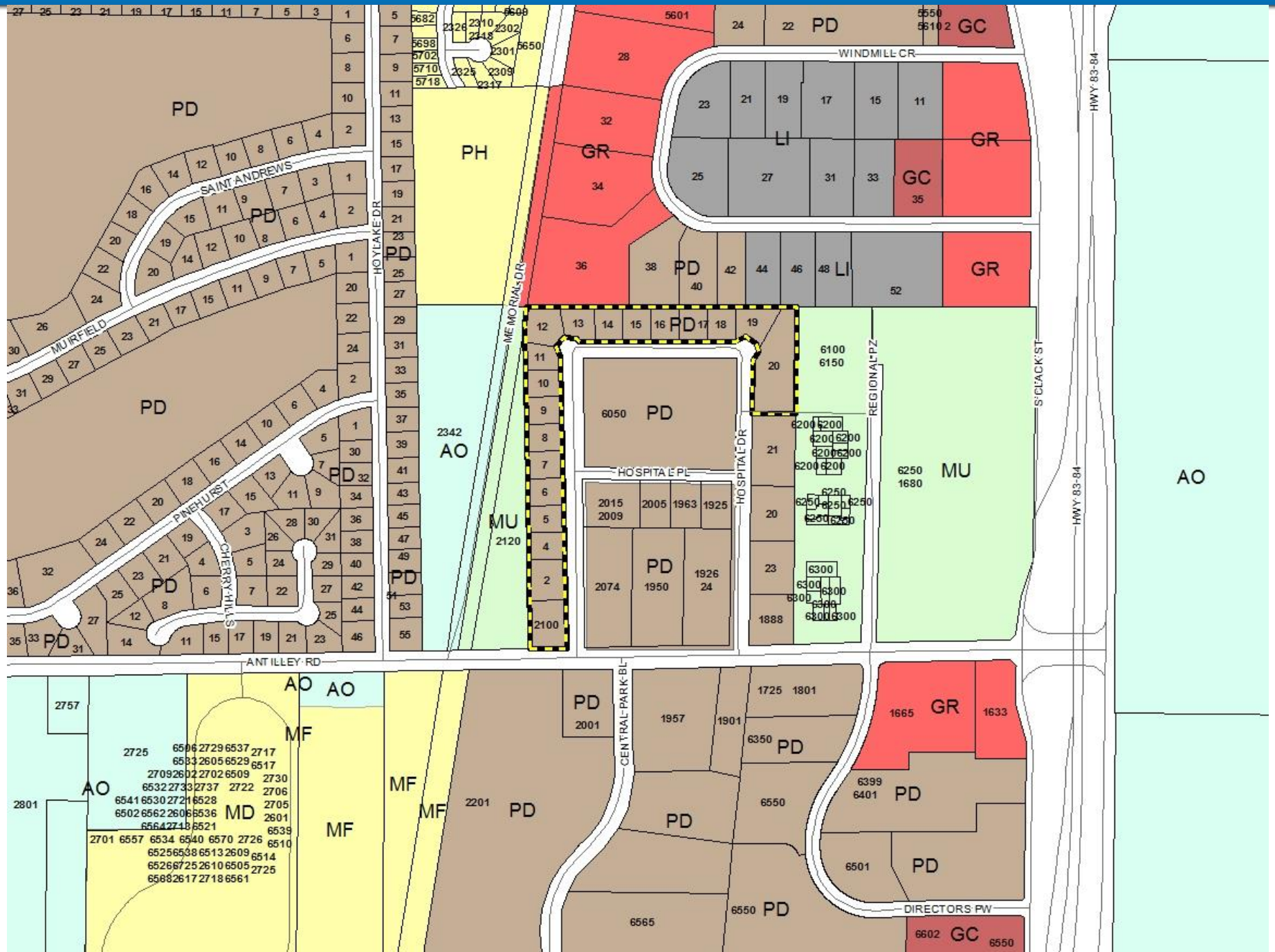
Location: 2100 Antilley Road as well as properties at 2 thru 20 Hospital Drive in south Abilene

Notification: 1 in favor; 3 opposed

Staff Recommendation: Approval

P & Z Recommendation: Approval

Z-2016-35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DIRECTORS PW
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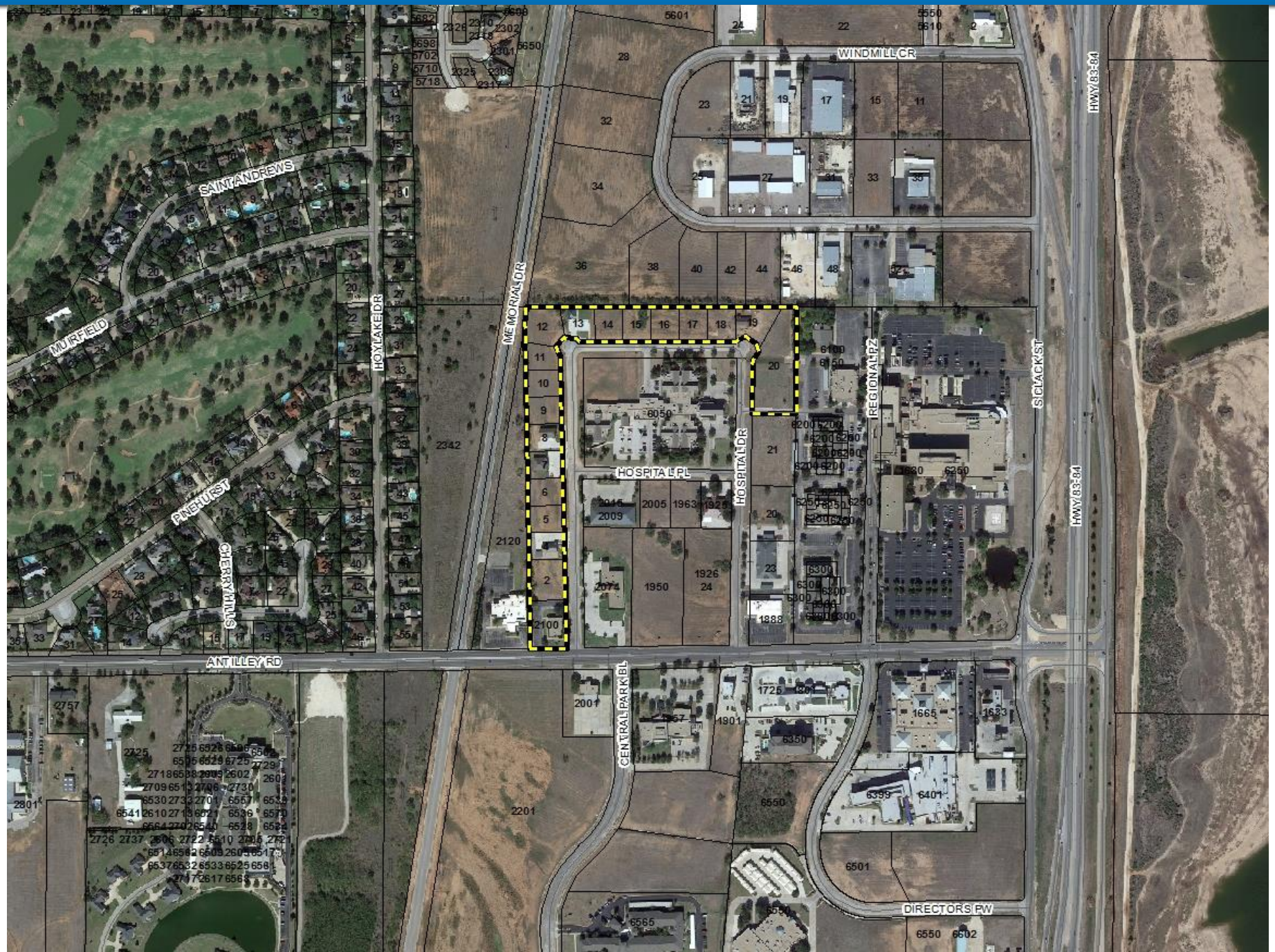
Z-2016-35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MEMORIAL DR
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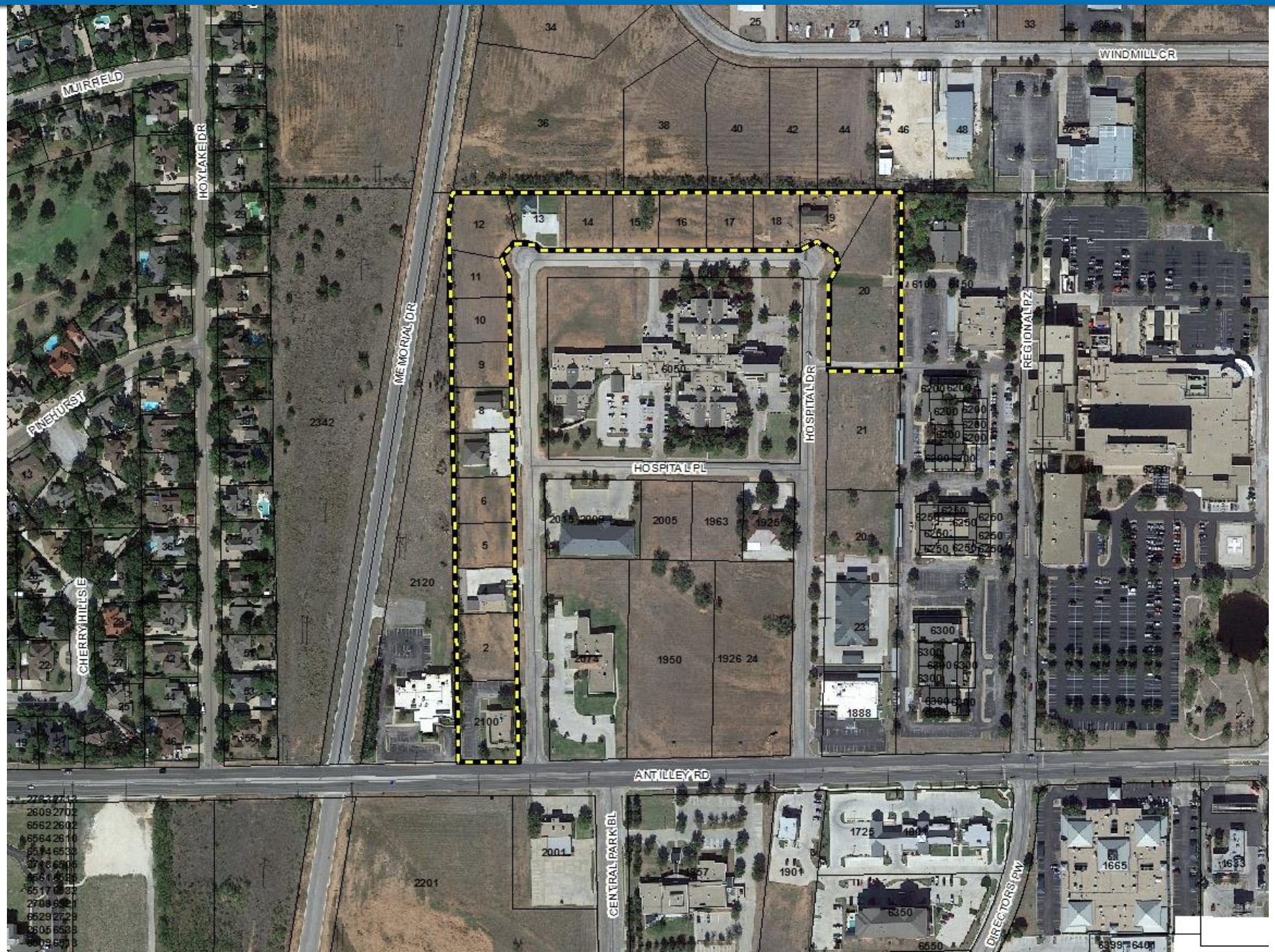
ANTILLEY RD
CENTRAL PARK BL
DIRECTORS PW

Z-2016-35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PINEHURST
CHERRY HILLS E
MEMORIAL DR
HOSPITAL PL
HOSPITAL DR
REGIONAL PZ
ANTILLEY RD
CENTRAL PARK BL
DIRECTORS PW

view looking west, with subject property to right

view to south of subject property

view looking east toward subject property

view at northwest corner of subject property

view looking west toward subject property

westward view of subject property

view looking south, with subject property to right

view of subject property, looking northwest

southwest corner of subject property, looking south to Antilley Road

looking north from Antilley Road, with subject property to west

Permitted Uses in O Zoning

RESIDENTAL USES:

- P Bed & Breakfast
- P Dwelling – Duplex
- P Dwelling – Industrialized Housing Unit
- P Dwelling – Institutional
- P Dwelling – Multiple-Family
- P Dwelling – Single-Family Detached

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
- TP Field Office or Construction Office (temporary)
- P Garage Sale
- P Home Occupation
- C Mobile Home (temporary security residence)
- P Recreation Building, Multipurpose
- P Recreation Equipment, Mobile (storage & parking)
- P Subdivision Sales Office (temporary)
- P Swimming Pool, Private (accessory to residential use)
- P Tennis Court, Private (accessory to residential use)
- P/SE Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

- P Civic, Social, and Fraternal Organization
- C Cultural Facilities
- P Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

- P Fire/Police Station
- C Medical/Dental Laboratory
- P Post Office

EDUCATIONAL AND RELIGIOUS USES:

- C Arts School
- P Church or Place of Worship
- C Day-Care Operation - Center-Based
- P School: Public/Private

SERVICE

- P Office (general, professional, financial)
- P Personal Services
- C Printing, Copying, Reproduction, Publishing

TRADE – RETAIL USES

- P ATM's, Self-Serve Kiosks, and Similar Facilities
- P/C Restaurant, Fast Food
- P/C Restaurant, Standard

TRANSPORTATION, COMMUNICATION AND UTILITIES:

- P Automobile Parking Lot or Structure - Commercial
- C Broadcast Studio
- P Public Utility Facility

RESOURCE PRODUCTION AND EXTRACTION USES:

- P Petroleum or Gas Well
- P Urban Garden

LEGEND

P Permitted as a Right-of-Use (may be subject to compliance with conditions described within 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

Permitted Uses in NR Zoning

RESIDENTAL USES:

P	Bed & Breakfast
P	Dwelling – Industrialized Housing Unit
P	Dwelling – Institutional
P	Dwelling – Multiple-Family
P	Dwelling – Single Family Detached
C	Hotel/Motel

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Day Care Operation – Home Based
C	Drive-Thru Facility
TP	Field Office or Construction Office (temporary)
C	Fuel Sales
P	Garage Sales
P	Home Occupation
C	Mobile Home (temporary security residence)
P	Recreation Building, Multipurpose
C	Recycling Collection Point
P	Subdivision Sales Office (temporary)
P	Swimming Pools, Private (accessory to residential use)
P	Tennis Courts, Private (accessory to residential use)

CULTURAL AND RECREATIONAL USES:

P	Civic, Social, and Fraternal Organization
C	Cultural Facilities
P	Recreation – Outdoors (passive)
C	Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Fire/Police Station
C	Medical/Dental Laboratory
P	Post Office
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P	Arts School
P	Church or Place of Worship
P	Day-Care Operation - Center-Based
P	School: Public/Private

SERVICE

C	Automobile Wash
P	Laundry/Dry Cleaning Services & Facilities
P	Office (general, professional, financial)
P	Personal Services
C	Printing, Copying, Reproduction, Publishing
P	Repair and Maintenance Services (indoor)
C	Tattoo Parlor
P	Veterinary Service (small animals)

TRADE – RETAIL USES

P	ATM's, Self-Serve Kiosks, and Similar Facilities
C	Fuel Sales
P	Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
C	Restaurant, Fast Food
P	Restaurant, Standard
P	Retail Sales/Rental (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C	Broadcast Studio
P	Public Utility Facility

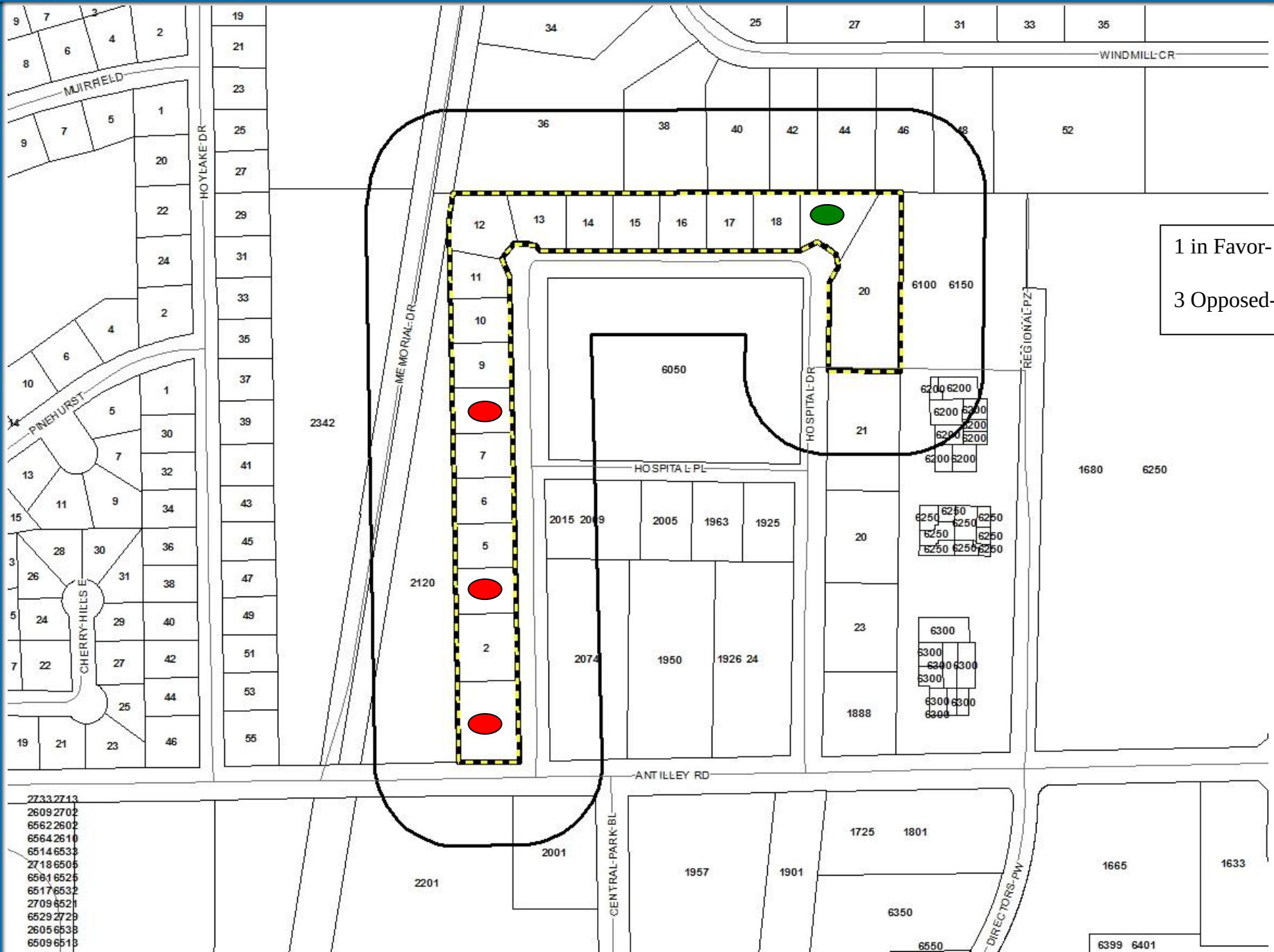
RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well

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

Z-2016-35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PINEHURST
CHERRY HILLS E
MEMORIAL DR
HOSPITAL PL
HOSPITAL DR
REGIONAL PZ
ANTILLEY RD
CENTRAL PARK BL
DIRECTORS PW
1 in Favor-
3 Opposed-

CITY OF
ABILENE

HUMANA WEST LTD
15 HOSPITAL DR
ABILENE, TX 79604-0176

NOTICE OF PUBLIC HEARING

RE: Rezoning Application Number Z-2016-35 7/21/2016

At a meeting scheduled to begin at **8:30 a.m. on Thursday, September 8 of 2016**, Abilene's City Council will conduct a public hearing on a request from Mark Huffington and the City of Abilene, to amend the Planned Development District (PD 32) encompassing properties at 2100 Antilley Road as well as 2 thru 20 Hospital Drive, specifically by allowing uses permitted in Neighborhood Retail (NR) zoning as well as Office (O) zoning, on all twenty affected properties. This action would not restrict or affect current use of the property

Mark Huffington's request is limited to his ownership of properties at 9 and 10 Hospital Drive. City staff as well as Abilene's Planning & Zoning Commission recommend that this request be expanded to include the remaining eighteen other affected properties on the west and north sides of Hospital Drive.

The hearing on September 8 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 or fax as listed below. All responses must be signed. If you have already sent written comments to City staff, you need not send another.

The attached map shows the area of the request. Only that area which is bounded by a cross-hatched line on the attached map is being considered for rezoning. The solid boundary line around the subject area is only a notification area.

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

CASE #: Z–2016-35
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 fax or email your position to the fax number or email address also listed below. All correspondence must include your name and address.

Name: HUMANA WEST LTD
Address: 15 HOSPITAL DR

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

Fax #: (325) 676-6288
email: planning@abilenetx.com

I am in favor ☐ I am opposed ☐

Additional Comments:

Signature: _____

MUIRFIELD
HOYLAKE DR
PINEHURST
CHERRY HILLS
MEMORIAL DR
WINDMILL CR
HOSPITAL DR
HOSPITAL PL
REGIONAL PZ
ANTILLEY RD
CENTRAL PARK BL
DIRECTORS PW

Signature: _____

City Council
Agenda Memo

City Council Meeting Date: 9/8/2016

TO: **Robert Hanna, City Manager**

FROM: **Dana L. Schoening, Director of Planning & Development Services**

SUBJECT: **Ordinance & Public Hearing:** ***(Final Reading)*** **Z-2016-36 A request from PAK Harris Ltd, agent Kevin Phillips, to rezone property from HC (Heavy Commercial), LI (Light Industrial), & HI (Heavy Industrial) to PD (Planned Development) district, located on the north side of the 900-1500 Blks. of Ben Richey Drive, the south side of the 1100-1400 Blks. of Petroleum Drive, and 4485 S. Treadaway Blvd.** ***(Schoening)***

GENERAL INFORMATION

Of special note, this rezoning item was publically notified as a request to rezone property from HC (Heavy Commercial), LI (Light Industrial), & HI (Heavy Industrial) to PD (Planned Development) district allowing all uses ordinarily permitted in HC, LI, & HI districts plus a few other uses, located on the north side of the 900-1500 blks. of Ben Richey Drive, the south side of the 1100-1400 blks. of Petroleum Drive, and 4485 S. Treadaway Blvd. After notification, and as discussed with the applicant and agreed, the request before the P & Z Commission was rezoning subject properties in the 900- 1200 blocks (north side) of Ben Richey Drive, and in the 1300-1400 blocks (south side) of Petroleum Drive, from a (LI) Light Industrial District to a (HC) Heavy Commercial District; to rezone subject properties in the 1100-1200 blocks (south side) of Petroleum Drive from (HI) Heavy Industrial District to a (HC) Heavy Commercial District; and to rezone certain properties at 4353 and 4465 South Treadaway Boulevard (and at 1502 Ben Richey Drive) from a (HC) Heavy Commercial to (GC) General Commercial District.

Since 1989, Willow Creek Golf Course has occupied land in LI and HI zoning districts. This includes their clubhouse at 1166 Ben Richey (formerly Executive) Drive.

However, with adoption of new zoning regulations in 2010, active outdoor recreational activities such as golf courses are no longer allowed in LI and HI zoning districts. Willow Creek Golf Course is thereby a legally nonconforming use on land now zoned LI and HI. Golf courses and other active outdoor recreational uses are allowed in Heavy Commercial (HC) zoning districts. Changing the classification of Willow Creek's LI and HI zoning to HC zoning will thereby make that existing golf course a conforming use (with respect to zoning regulations) and allow additional building improvements on that land. The owners/operators of Willow Creek Golf Course do have plans to build a restaurant facility which is also allowed in HC zoning but not in LI or HI zoning.

Plans for future use and development of the remaining three parcels are more consistent with GC zoning than with their present HC zoning classification. For example, planned "personal services" are allowed in GC but not HC zoning districts. Proponents are thereby seeking to change the zoning classification of these three parcels – 4353 South Treadaway Blvd., 4465 Treadaway Blvd. and 1502 Ben Richey Drive – from an HC to a

GC District.

GC zoning of the three specific parcels identified above would be consistent with emerging trends toward office, retail and entertainment activity in the 4300-4400 blocks (east side) of South Treadaway Boulevard between Petroleum and Ben Richey Drives. This includes lots located directly north and south of Willow Creek's crossing beneath South Treadaway Boulevard. Proposed GC zoning is more consistent with this emerging trend there, in comparison with those properties' present HC zoning.

Eleven other parcels are proposed to be changed to an HC zoning classification, from their present LI and HI zoning. These eleven parcels are wedged between properties remaining in LI and HI Districts, north of Petroleum Drive and south of Ben Richey Drive. However, few of these LI- and HI-zoned properties are actually improved or used for industrial use. Development of these properties has, in fact, been more consistent with Heavy Commercial zoning than with LI or HI zoning. Proposed HC zoning of these eleven parcels will not only allow Willow Creek Golf Course to become a conforming use, but such HC zoning will also be consistent with existing use and development of land located north land south.

The Future Land Use component of Abilene's Comprehensive Plan identifies this entire vicinity to be a "Business/Industrial" area.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approving proposed changes to HC and GC zoning, as described earlier in this report.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of rezoning
subject properties in the 900- 1200 blocks (north side) of Ben Richey Drive, and in the 1300-1400 blocks (south side) of Petroleum Drive, from a (LI) Light Industrial District to a (HC) Heavy Commercial District; to rezone subject properties in the 1100-1200 blocks (south side) of Petroleum Drive from (HI) Heavy Industrial District to a (HC) Heavy Commercial District; and to rezone certain properties at 4353 and 4465 South Treadaway Boulevard (and at 1502 Ben Richey Drive) from a (HC) Heavy Commercial to (GC) General Commercial District.

At its meeting on August 3 of 2016, Abilene's Planning & Zoning Commission voted unanimously
(6 – 0) to recommend approving proposed zone changes (to HC and GC Districts) described in this
report.

ATTACHMENTS:

Description	Type
Ordinance Cover	Exhibit

Ordinance Exhibit	Exhibit
Staff Report	Cover Memo
PowerPoint	Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

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

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than 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 this 25th day of August, A.D. 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of July, 2016, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 8th day of September, 2016 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 8th day of September, A.D. 2016.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Eleven (11) of thirteen (13) parcels presently occupied by Willow Creek Golf Course are now located within either Light Industrial (LI) or Heavy Industrial (HI) zoning districts. All eleven of these industrially-zoned parcels are proposed to be rezoned to the Heavy Commercial (HC) classi-fication. The remaining two (2) parcels now occupied by Willow Creek Golf Course are already zoned Heavy Commercial.

Legal description:

THREE PALMS, BLOCK A, LOT 502 REP, LOT 102, LOT 103; SCOTT INDUSTRIAL DISTRICT CONT 1, BLOCK A, LOT OPEN SPACE, LOTS 3-5; S TREADAWAY & INDUSTRIAL BLVD PLAZA SEC 4, BLOCK F, LOT PT OF 5, LOT PT LT 4, 5, & 103 REP, LOT PT OF 4; S TREADAWAY & INDUSTRIAL BLVD PLAZA SEC 3, BLOCK F, LOT PH LT 103 REPLAT; S TREADAWAY & INDUSTRIAL BLVD PLAZA SEC 5, BLOCK K, LOTS 1-9

Location: all land encompassing Willow Creek Golf Course on north side of Ben Richey Drive (from 902 – 1226 Ben Richey Drive) and on south side of Petroleum Drive (from 1125 – 1301 Petroleum Drive) as well as three nearby properties at 1502 Ben Richey Drive and at 4353 and 4465 South Treadaway Boulevard

1. Rezone the following described property, from a Heavy Commercial (HC) District, to a General Commercial (GC) District:

   Lot 502 in Block A of the subdivision known as Three Palms, and on which a building addressed at 4353 South Treadaway Boulevard is now located;

   Lot 102 in Block A of the subdivision known as Three Palms, and on which a building addressed at 4465 South Treadaway Boulevard is now located; and

   Lot 103 in Block A of the subdivision known as Three Palms, which said Lot 103 is tentatively addressed at 1502 Ben Richey Drive.

2. Rezone the following described property, from a Light Industrial (LI) District, to a Heavy Commercial (HC) District

   Lots 1 thru 5 in Block K of South Treadaway and Industrial Boulevard Plaza Section 5, on which a building addressed at 1166 Ben Richey Drive is now located;

   Lot 6 in Block K of South Treadaway and Industrial Boulevard Plaza Section 5, which said Lot 6 is tentatively addressed at 1026 Ben Richey Drive;

   Lot 7 in Block K of South Treadaway and Industrial Boulevard Plaza Section 5, which said Lot 7 is tentatively addressed at 1002 Ben Richey Drive;

   Lot 8 in Block K of South Treadaway and Industrial Boulevard Plaza Section 5, which said Lot 8 is tentatively addressed at 926 Ben Richey Drive;

   Lot 9 in Block K of South Treadaway and Industrial Boulevard Plaza Section 5, which said Lot 9 is tentatively addressed at 902 Ben Richey Drive; an

   all except the east 225 feet of Lot 5 in Block F of South Treadaway and Industrial Boulevard Plaza Section 4, bordering the 1300 and 1400 blocks (south side) of Petroleum Drive.

3. Rezone the following described property from a Heavy Industrial (HI) District, to a Heavy Commercial (HC) District:

   all of Lot 4 and the east 225 feet of Lot 5, in Block F of South Treadaway and Industrial Boulevard Plaza Section 4, bordering the 1200 block (south side) of Petroleum Drive; and

   all of Lot 103 in Block F of South Treadaway and Industrial Boulevard Plaza Section 3, bordering the 1100 block (south side) of Petroleum Drive.

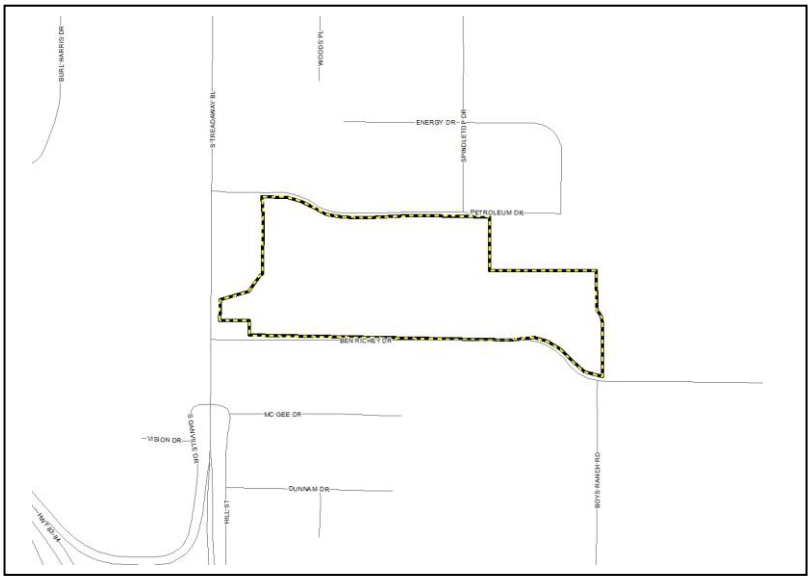
-END-

ZONING CASE Z-2016-36
STAFF REPORT

APPLICANT INFORMATION:
PAK Harris Enterprises Ltd.

HEARING DATES:
P & Z Commission: August 1, 2016
City Council 1st Reading: August 25, 2016
City Council 2nd Reading: September 8, 2016

LOCATION:
all land encompassing Willow Creek Golf Course on north side of Ben Richey Drive (from 902 – 1226 Ben Richey Drive) and on south side of Petroleum Drive (from 1125 – 1301 Petroleum Drive) as well as three nearby properties at 1502 Ben Richey Drive and at 4353 and 4465 South Treadaway Boulevard



REQUESTED ACTION:
Eleven (11) of thirteen (13) parcels presently occupied by Willow Creek Golf Course are now located within either Light Industrial (LI) or Heavy Industrial (HI) zoning districts. All eleven of these industrially-zoned parcels are proposed to be rezoned to the Heavy Commercial (HC) classification. The remaining two (2) parcels now occupied by Willow Creek Golf Course are already zoned Heavy Commercial.

Three nearby parcels – one facing Petroleum Drive but addressed at 4353 South Treadaway, one at 4465 South Treadaway, and one at 1502 Ben Richey Drive – are proposed to be rezoned from a Heavy Commercial (HC) to a General Commercial (GC) District.

All above-described parcels of land are now owned by the proponent, PAK Harris Enterprises Ltd.

SITE CHARACTERISTICS:
As mentioned above, most parcels of land encompassed by this request are presently encompassed within Willow Creek Golf Course, including a golf driving range.

The property addressed at 4353 South Treadaway Boulevard (but facing Petroleum Drive) is now occupied by a tavern known as The Winery.

The property addressed at 4465 South Treadaway Boulevard is now occupied by Gary's Floral Gallery,

The property addressed at 1502 Ben Richey Drive is now vacant.

ZONING HISTORY:
The eastern eleven parcels of land in this request (presently zoned LI or HI, but proposed to be in an HC District) were annexed to City limits of Abilene in 1963.

The western three parcels of land in this request (presently zoned HC, but proposed to be in a GC District) were annexed to City limits of Abilene in 1959.

Zoning district boundaries in this vicinity are believed to be the same as they were in 1974, when the present zoning map was initially adopted.

BACKGROUND:

Since 1989, Willow Creek Golf Course has occupied land in LI and HI zoning districts. This includes their clubhouse at 1166 Ben Richey (formerly Executive) Drive.

However, with adoption of new zoning regulations in 2010, active outdoor recreational activities such as golf courses are no longer allowed in LI and HI zoning districts. Willow Creek Golf Course is thereby a legally nonconforming use on land now zoned LI and HI. Golf courses and other active outdoor recreational uses are allowed in Heavy Commercial (HC) zoning districts. Changing the classification of Willow Creek's LI and HI zoning to HC zoning will thereby make that existing golf course a conforming use (with respect to zoning regulations) and allow additional building improvements on that land. The owners/operators of Willow Creek Golf Course do have plans to build a restaurant facility which is also allowed in HC zoning but not in LI or HI zoning.

Plans for future use and development of the remaining three parcels are more consistent with GC zoning than with their present HC zoning classification. For example, planned "personal services" are allowed in GC but not HC zoning districts. Proponents are thereby seeking to change the zoning classification of these three parcels – 4353 South Treadaway Blvd., 4465 Treadaway Blvd. and 1502 Ben Richey Drive – from an HC to a GC District.

ANALYSIS:

- <u>Current Planning Analysis</u>
  GC zoning of the three specific parcels identified above would be consistent with emerging trends toward office, retail and entertainment activity in the 4300-4400 blocks (east side) of South Treadaway Boulevard between Petroleum and Ben Richey Drives. This includes lots located directly north and south of Willow Creek's crossing beneath South Treadaway Boulevard. Proposed GC zoning is more consistent with this emerging trend there, in comparison with those properties' present HC zoning.

  Eleven other parcels are proposed to be changed to an HC zoning classification, from their present LI and HI zoning. These eleven parcels are wedged between properties remaining in LI and HI Districts, north of Petroleum Drive and south of Ben Richey Drive. However, few of these LI- and HI-zoned properties are actually improved or used for industrial use. Development of these properties has, in fact, been more consistent with Heavy Commercial zoning than with LI or HI zoning. Proposed HC zoning of these eleven parcels will not only allow Willow Creek Golf Course to become a conforming use, but such HC zoning will also be consistent with existing use and development of land located north land south.

- <u>Comprehensive Planning Analysis</u>
  The Future Land Use component of Abilene's Comprehensive Plan identifies this entire vicinity to be a "BUSINESS/INDUSTRIAL" area.

PLANNING STAFF RECOMMENDATION:

Staff recommends approving proposed changes to HC and GC zoning, as described earlier in this report.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

At its meeting on August 3 of 2016, Abilene's Planning & Zoning Commission voted unanimously (6 – 0) to recommend approving proposed zone changes (to HC and GC Districts) described in this report. Commissioners Bixby, Calk, Dunnahoo, McClarty, Rosenbaum and Smith all voted in favor of this matter.

NOTIFICATION:

Owners of 51 properties located within 200 feet of this request were formally notified of proposed zone changes described in this report. As of August 16, 2016, owners of eight (8) of those fifty-one (51) nearby properties returned written comments in favor of proposed zone changes described in this report. No (0) written comments have yet been received in opposition to these zone changes.

OWNER	SITUS	RESPONSE
SMITH JACK A & JEAN	1241 BEN RICHEY DR	IN FAVOR
PAK HARRIS ENTERPRISES LTD	1002 BEN RICHEY DR	IN FAVOR
HAWKS WES D & SHERRY	917 PETROLEUM DR	
BROWN STEVEN K	1257 BEN RICHEY DR	
NELSON A E JR	4481 S TREADAWAY BL	
PAK HARRIS ENTERPRISES LTD	1166 BEN RICHEY DR	IN FAVOR
PAK HARRIS ENTERPRISES LTD	1236 BEN RICHEY DR	IN FAVOR
PAK HARRIS ENTERPRISES LTD	1220 BEN RICHEY DR	IN FAVOR
PAK HARRIS ENTERPRISES LTD	1120 BEN RICHEY DR	IN FAVOR
BEAM BILL S	1250 PETROLEUM DR	
BEAM BILL S	1250 B PETROLEUM DR	
J J & P ASSOCIATES LLC	4357 S TREADAWAY BL	
A I G R INC A TEXAS CORP	1309 BEN RICHEY DR	
PITTMAN HERB	888 BEN RICHEY DR	
D & H RIG SERVICE INC	4500 S TREADAWAY BL	
MALONE E J JR	1501 BEN RICHEY DR	
BROWN STEVEN K	1265 BEN RICHEY DR	
PAK HARRIS ENTERPRISES LTD	1001 BEN RICHEY DR	IN FAVOR
SMITH JACK ALLEN	1233 BEN RICHEY DR	
SPECTRUM PARTNERSHIP	1450 PETROLEUM DR	
PAK HARRIS ENTERPRISES LTD	1213 BEN RICHEY DR	IN FAVOR
BLANTON RANDY	1217 BEN RICHEY DR	
PAK HARRIS ENTERPRISES LTD	1301 PETROLEUM DR	IN FAVOR
SPURLOCK MARK	4341 S TREADAWAY BL	
D & H RIG SERVICE INC	4608 S TREADAWAY BL	
TAYLOR JOSEPH A & LOIS L	914 PETROLEUM DR	
BETTIS TERRY L & CLAUDIA	1517 PETROLEUM DR	
D & H RIG SERVICE INC	4500 S TREADAWAY BL	

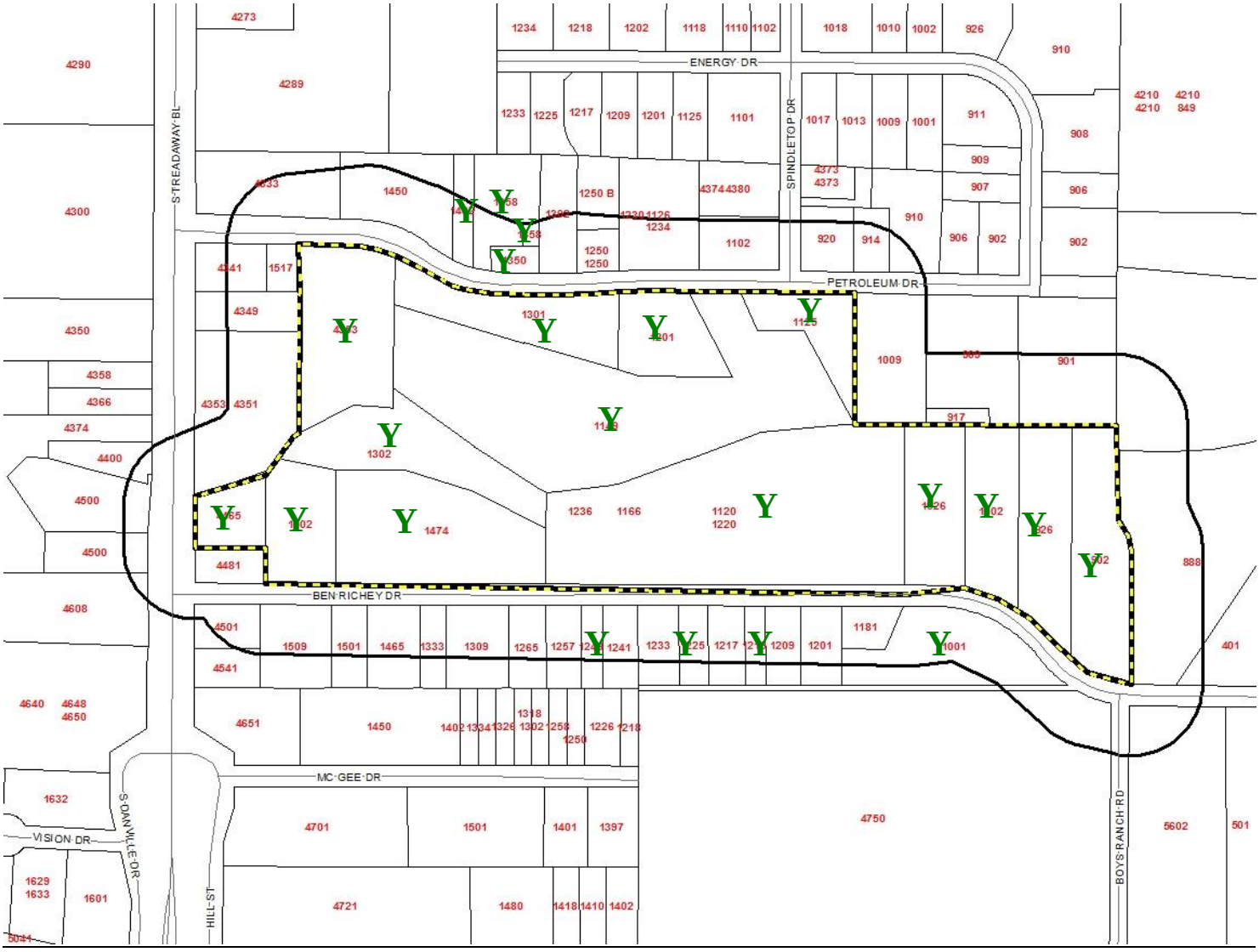
BUMGUARDNER CLINT	1250 B PETROLEUM DR	
WALKER BRIDGIT M	1009 PETROLEUM DR	
PAK HARRIS ENTERPRISES LTD	1125 PETROLEUM DR	IN FAVOR
PAK HARRIS ENTERPRISES LTD	1026 BEN RICHEY DR	IN FAVOR
SMITH JACK ALLEN	1249 BEN RICHEY DR	
PAK HARRIS ENTERPRISES LTD	902 BEN RICHEY DR	IN FAVOR
ARRINGTON RICHARD SHANE &	901 PETROLEUM DR	
MORRIS HENDERSON TARYN NINI	920 PETROLEUM DR	
MB RENTALS LTD	4750 BOYS RANCH RD	
HAWKS WES D & SHERRY	909 PETROLEUM DR	
J MOOS MANAGEMENT CO	4380 SPINDLETOP DR	
J MOOS MANAGEMENT CO	4374 SPINDLETOP DR	
HAWKS WES & SHERRY	910 PETROLEUM DR	
PAK HARRIS ENTERPRISES LTD	1502 BEN RICHEY DR	IN FAVOR
JMTJ PROPERTIES LLC	1181 BEN RICHEY DR	
PETERSON JERRY J	4400 S TREADAWAY BL	
PAK HARRIS ENTERPRISES LTD	4353 S TREADAWAY	IN FAVOR
PAK HARRIS ENTERPRISES LTD	1302 BEN RICHEY DR	IN FAVOR
MALONE E J JR & ELIZABETH	4501 S TREADAWAY BL	
HANLEY ADAIR & XANDRA	1201 BEN RICHEY DR	
DEBORAHS COLLECTION INC	1102 PETROLEUM DR	
J MOOS MANAGEMENT CO	1126 PETROLEUM DR	
J MOOS MANAGEMENT CO	1230 PETROLEUM DR	
J MOOS MANAGEMENT CO	1234 PETROLEUM DR	
GEE PLAN ROOM INC	1350 PETROLEUM DR	IN FAVOR
PAK HARRIS ENTERPRISES LTD	1402 PETROLEUM DR	IN FAVOR
RGP ENTERPRISES INC	4541 S TREADAWAY BL	
BOYD CHARLES DBA BOYD FENCE	1225 BEN RICHEY DR	IN FAVOR
PAK HARRIS ENTERPRISES LTD	1201 PETROLEUM DR	IN FAVOR
PAK HARRIS ENTERPRISES LTD	926 BEN RICHEY DR	IN FAVOR
PERFORMANCE WHOLESALE LLC	1465 BEN RICHEY DR	
CRARUTH ENERGY CORP	1333 BEN RICHEY DR	
IMAGING ASSOC OF ABILENE LLC	4349 S TREADAWAY BL	
PAK HARRIS ENTERPRISES LTD	1474 BEN RICHEY DR	IN FAVOR
BUMGUARDNER CLINT W	1302 PETROLEUM DR	
SPECTRUM PARTNERSHIP	4333 S TREADAWAY BL	
MALONE E J JR	1509 BEN RICHEY DR	
ARRINGTON RICHARD SHANE &	7.2 ac. behind 901 PETROLEUM	
GEE PLAN ROOM INC	1358 PETROLEUM DR	IN FAVOR
PAK HARRIS ENTERPRISES LTD	1149 PETROLEUM DR	IN FAVOR
HUNT GILBERT O	1209 BEN RICHEY DR	
PAK HARRIS ENTERPRISES LTD	4465 S TREADAWAY	IN FAVOR
GEE PLAN ROOM INC	1358 PETROLEUM DR	IN FAVOR

0 in Favor- **Y**

0 Opposed- **N**

Y

N



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MC GEE DR
VISION DR
S DANVILLE DR
DUNNAM DR
HILL ST
BOYS RANCH RD
HWY 83-84
GC
HC
LI
HI
AO

ENERGY DR
PETROLEUM DR
BEN RICHEY DR
MC GEE DR
VISION DR
S TREADAWAY BL
SPINDLETOP DR
SLOAN VILLE DR
HILL ST
BOYS RANCH RD

Z-2016-36

Request: Rezone from LI and HI to HC or GC zoning.

Location: North side of Ben Richey Drive (from 902 – 1226 Ben Richey Drive) and south side of Petroleum Drive (from 1125 – 1301 Petroleum Drive) in proposed HC District.

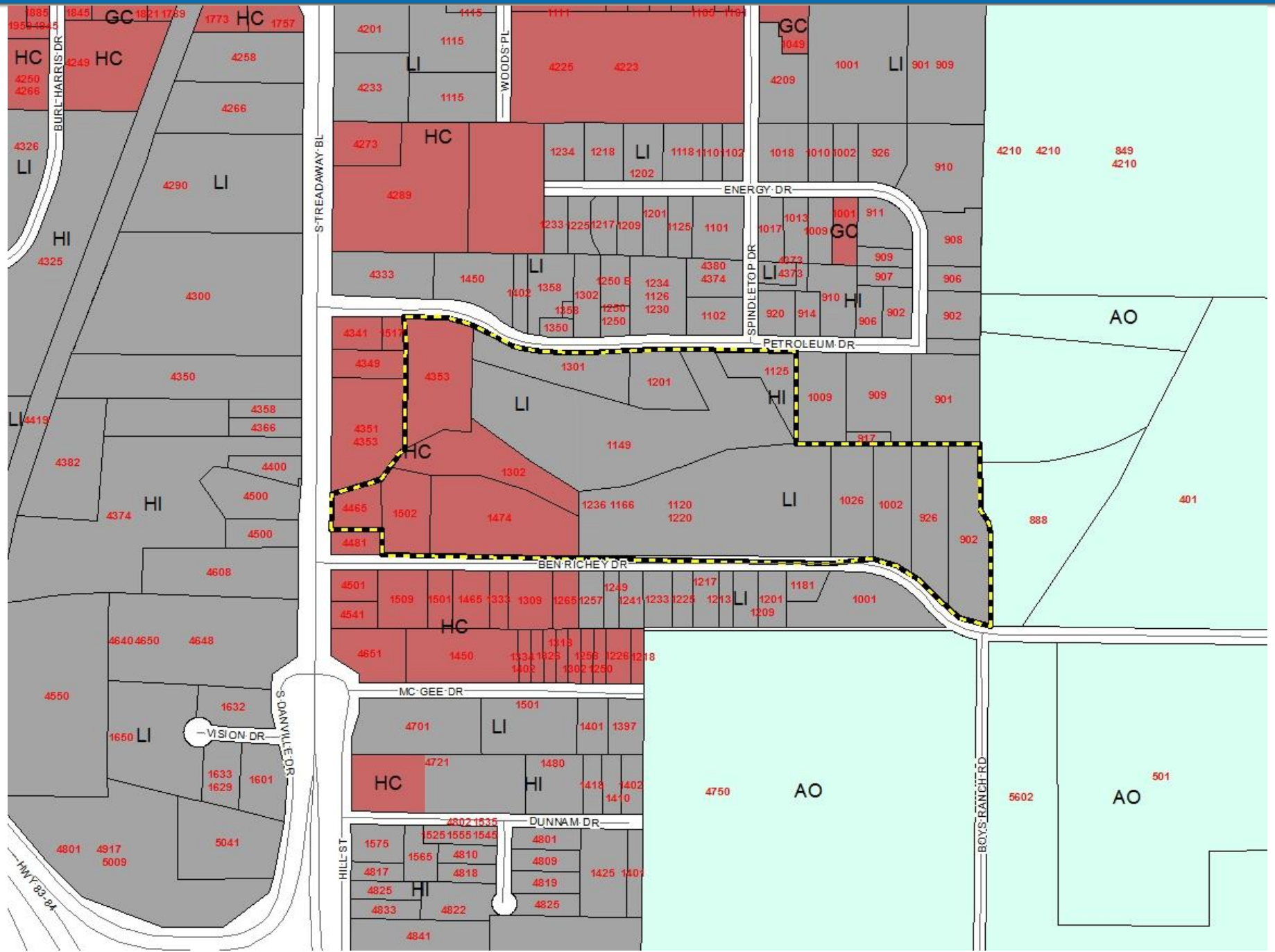
Three nearby properties (at 1502 Ben Richey Drive and at 4353 and 4465 South Treadaway Boulevard) in proposed GC District.

Notification: 18 in favor (14 of which come from applicant's property inside the requested zone change); 0 opposed

Staff Recommendation: Approval as requested

P & Z Commission Recommendation: Approval to rezone subject properties from LI and HI zoning to HC and GC zoning

Z-2016-36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ENERGY DR
SPINDLETOP DR
PETROLEUM DR
STREADAWAY BL
BEN RICHEY DR
MC GEE DR
VISION DR
SIDAN VILLE DR
HILL ST
BOYS RANCH RD

view from Ben Richey Drive looking north toward Willow Creek Golf Course

view along Ben Richey Drive, with proposed HC zoning to left

view along Ben Richey Drive, with proposed HC zoning to left

view looking looking west to South Treadaway, with proposed GC zoning to right

view looking north to Willow Creek Golf Course and proposed HC zoning

view looking north to Willow Creek Golf Course and proposed HC zoning

view looking northeast (to Willow Creek Golf Course) from Ben Richey Drive

existing clubhouse at Willow Creek Golf Course in proposed HC District

looking west along Ben Richey Drive, with Willow Creek Golf Course to north (right)

looking west along Ben Richey Drive, with existing businesses to south (left)

looking south from Petroleum Drive, toward Winery and proposed GC zoning

looking south from Petroleum Drive, toward proposed GC zoning

looking northeast along Petroleum Drive, toward existing LI zoning

looking south from Petroleum Drive, toward Willow Creek Golf Course and proposed HC zoning

looking west along Petroleum Drive, toward South Treadaway Blvd. and proposed GC zoning

looking south from Petroleum Drive, toward The Winery and proposed GC zoning

view to existing businesses (including Willow Creek Chapel) along South Treadaway Blvd.

view to existing businesses along east side of South Treadaway Blvd.

view to existing businesses along west side of South Treadaway Blvd.

Permitted Uses in HC Zoning

RESIDENTAL USES:

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	Drive-Thru Facility
TP	Field Office or Construction Office (temporary)
P	Freight Container
P	Fuel Sales
TP	Itinerant Business
P	Manufacturing (incidental)
C	Mobile Home (permanent security residence)
TP	Mobile Home (temporary security residence)
P	Mobile Home or Temporary Building (office for sales and service)
P	Recycling Collection Point
C	Travel Trailers (accessory to hospitals)

CULTURAL AND RECREATIONAL USES:

C	Adult Entertainment Enterprise
P	Civic, Social, and Fraternal Organization
P	Cultural Facilities
P	Drive-in Theater
C	Motorized Racing
P	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)
P	Recreation and Commercial Entertainment - Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Ambulance Service
C	Correction, Detention, or Penal Facilities
P	Fire/Police Station
P	Homeless/Emergency Shelter
P	Hospital
P	Medical/Dental Laboratory
P	Military and Armed Forces Reserve Center
P	Post Office
P	Rehabilitation Facility
C	Sanitary Landfill
P	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P	Arts School
C	Cemetery, Crematorium, and Mausoleum
P	Church or Place of Worship
P	Educational and Scientific Research
P	School: Public/Private
P	Trade/Business School

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

SERVICE

P	Automobile Wash
P	Contractor Services
P	Funeral Home/ Mortuary/Morgue
P	Kennel (With Outdoor Pens)
P	Kennel (Without Outdoor Pens)
C	Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
P	Laundry/Dry Cleaning Services & Facilities
P	Office (general, professional, financial)
P	Printing, Copying, Reproduction, Publishing
P	Recycling Collection and Processing Center
P	Repair and Maintenance Services - Automobile/Small Truck (major)
P	Repair and Maintenance Services - Automobile/Small Truck (minor)
P	Repair and Maintenance Services (indoor)
P	Repair and Maintenance Services (outdoors)
P	Repair and Maintenance Services (truck and other large vehicles)
P	Scales (public)
P	Storage - Self-Service Units
P	Tattoo Parlor
P	Taxidermist
P	Veterinary Service (all size animals)
P	Veterinary Service (small animals)
P	Wrecker/Towing

TRADE – RETAIL USES

P	Aircraft and Accessories
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Fuel Sales
P	Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
P	Liquor Store (On Premises Consumption) *(Defined under Liquor Store)*
P	Restaurant, Fast Food
P	Restaurant, Standard
P	Retail Sales/Rental (automobile/small truck)
P	Retail Sales/Rental (indoor)
P	Retail Sales/Rental (outdoors, non-vehicle)
P	Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

P	Liquor, Wholesale/Distribution
P	Wholesaling and Storage (indoor)
C	Wholesaling and Storage (outdoors)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Airport, Heliport and Flying Field Terminals - Commercial (passenger and freight)
C	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility
C	Utility Generation, Production, Treatment

RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
C	Manufacturing (light)

Permitted Uses in GC Zoning

RESIDENTAL USES:

P	Hotel/Motel
C	Vacation Travel Trailer Park

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Drive-Thru Facility
TP	Field Office or Construction Office (temporary)
C	Freight Container
P	Fuel Sales
TP	Itinerant Business
P	Manufacturing (incidental)
C	Mobile Home (permanent security residence)
TP	Mobile Home (temporary security residence)
C	Mobile Home or Temporary Building (office for sales and service)
P	Recycling Collection Point
C	Travel Trailers (accessory to hospitals)

CULTURAL AND RECREATIONAL USES:

P	Civic, Social, and Fraternal Organization
P	Cultural Facilities
P	Drive-in Theater
P	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)
P	Recreation and Commercial Entertainment – Indoor

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Ambulance Service
P	Fire/Police Station
C	Homeless/Emergency Shelter
P	Hospital
P	Medical/Dental Laboratory
P	Post Office
C	Rehabilitation Facility
P	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P	Arts School
C	Cemetery, Crematorium, and Mausoleum
P	Church or Place of Worship
P	Day-Care Operation - Center-Based
P	Educational and Scientific Research
P	School: Public/Private
P	Trade/Business School
P	University/College

SERVICE

P	Automobile Wash
C	Contractor Services
P	Funeral Home/ Mortuary/Morgue
C	Kennel (With Outdoor Pens)
P	Kennel (Without Outdoor Pens)
C	Laundry, Dry Cleaning, Dyeing, and Linen Service (no retail customers)
P	Laundry/Dry Cleaning Services & Facilities
P	Office (general, professional, financial)
P	Personal Services
P	Printing, Copying, Reproduction, Publishing
C	Recycling Collection and Processing Center
P	Repair and Maintenance Services - Automobile/Small Truck (major)
P	Repair and Maintenance Services - Automobile/Small Truck (minor)
P	Repair and Maintenance Services (indoor)
C	Repair and Maintenance Services (outdoors)
P	Storage - Self-Service Units
P	Tattoo Parlor
P	Taxidermist
P	Veterinary Service (small animals)

TRADE – RETAIL USES

C	Aircraft and Accessories
P	ATM's, Self-Serve Kiosks, and Similar Facilities
P	Fuel Sales
P	Liquor Store (Off Premises Consumption) *(Defined under Liquor Store)*
P	Liquor Store (On Premises Consumption) *(Defined under Liquor Store)*
P	Restaurant, Fast Food
P	Restaurant, Standard
P	Retail Sales/Rental (automobile/small truck)
P	Retail Sales/Rental (indoor)
P	Retail Sales/Rental (outdoors, non-vehicle)
C	Retail Sales/Rental (trucks and other large vehicles and equipment)

TRADE – WHOLESALE USES

C	Wholesaling and Storage (indoor)

TRANSPORTATION, COMMUNICATION AND UTILITIES:

C	Antenna Tower - Commercial
P	Automobile Parking Lot or Structure - Commercial
P	Broadcast Studio
P	Passenger Ground Transportation Terminal
P	Pressure Control Station
P	Public Utility Facility

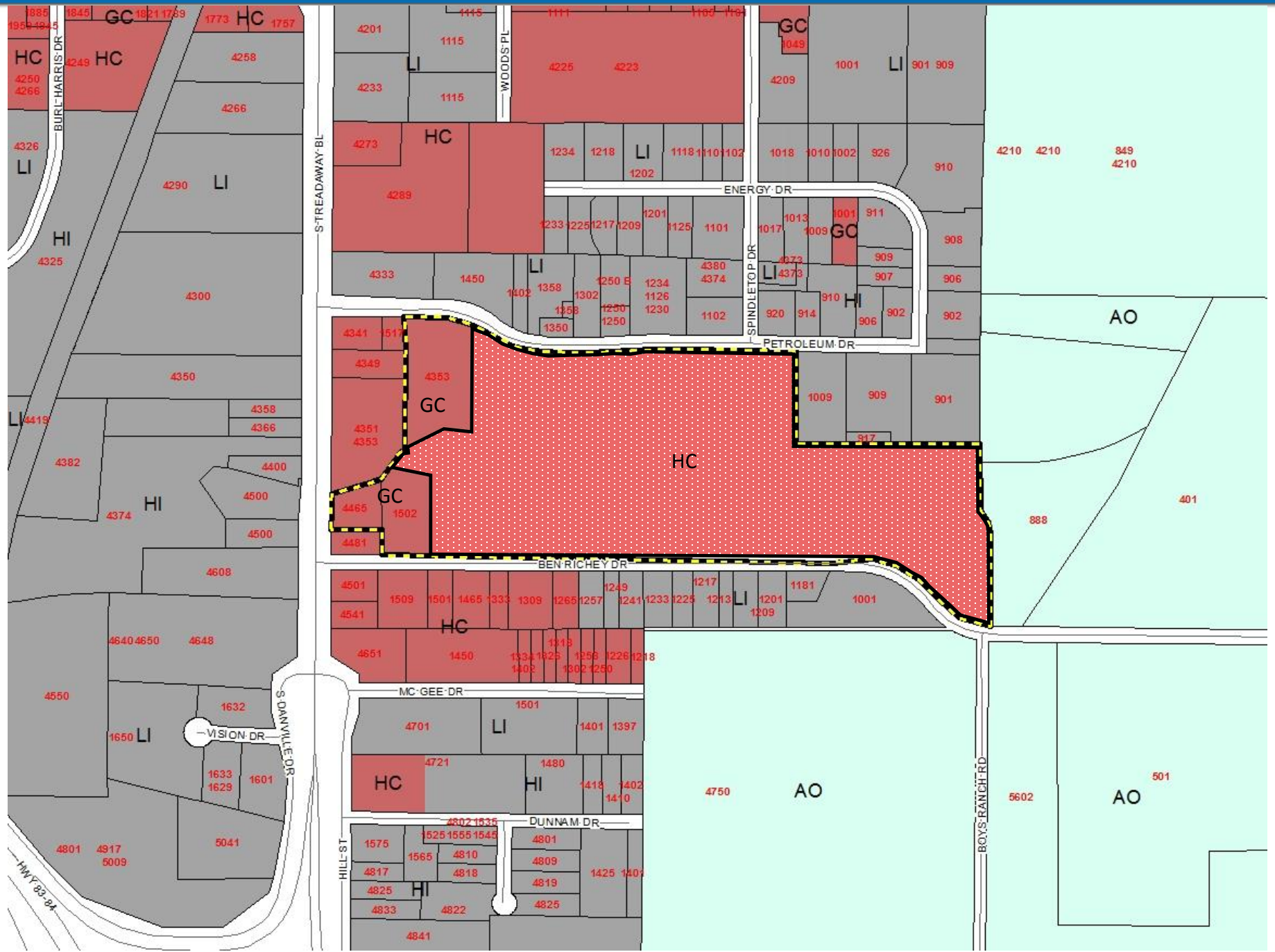
RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well

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

Z-2016-36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HILL ST
DUNNAM DR
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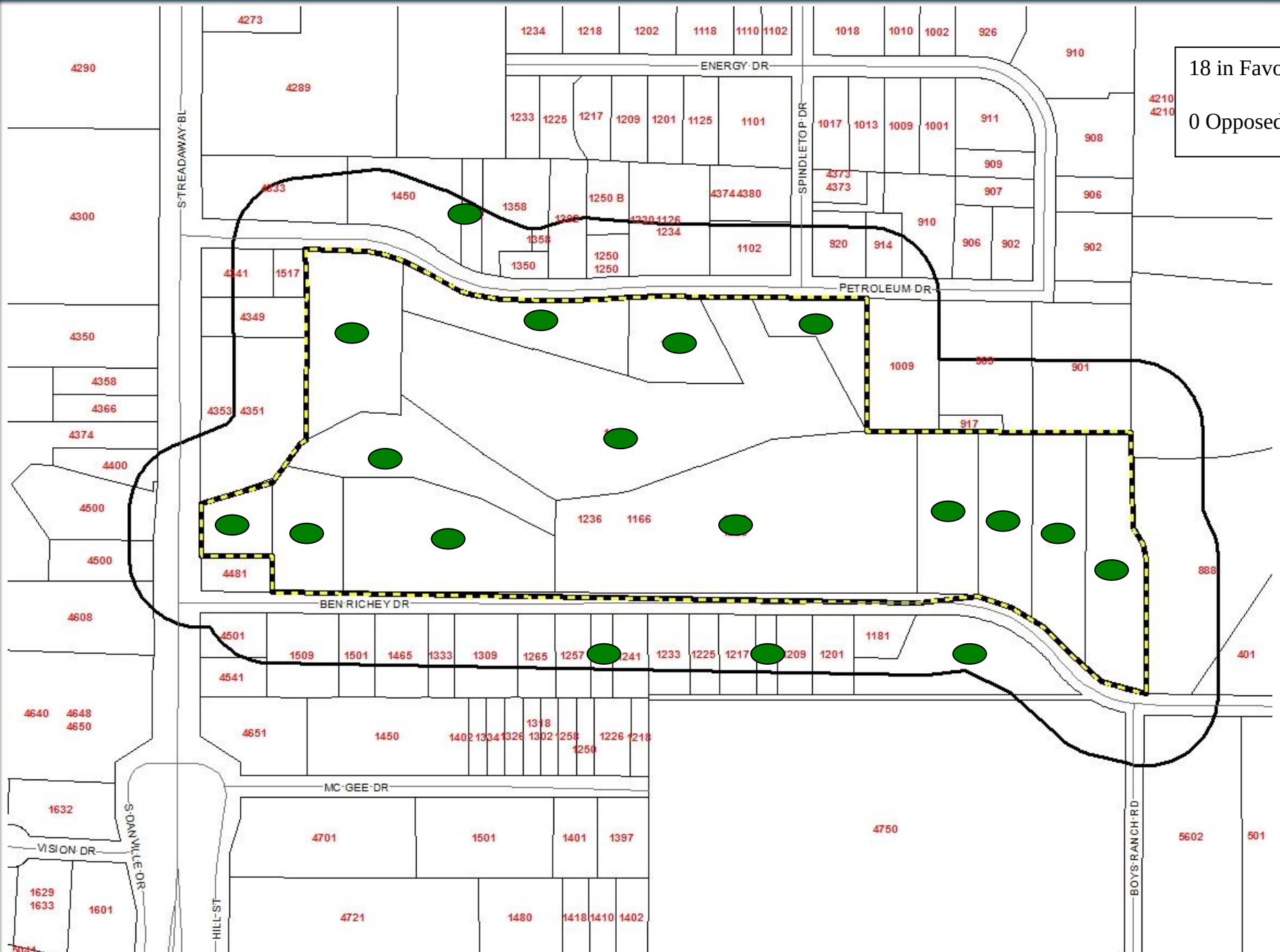
HWY 83-84

Z-2016-36



18 in Favor-

0 Opposed-

City Council
Agenda Memo

City Council Meeting Date: 9/8/2016

TO: **Robert Hanna, City Manager**

FROM: **Dana L. Schoening, Director of Planning & Development Services**

SUBJECT: **Ordinance & Public Hearing:** ***(Final Reading)*** **Z-2016-38 A request from Aaron Waldrop, agent Jacob & Martin, to rezone property from AO (Agricultural Open Space) to RS-6 (Single-Family Residential) & MD (Medium Density Residential) zoning, located at the southeast corner of Maple St and Colony Hill Rd.** ***(Schoening)***

GENERAL INFORMATION

The subject parcel totals approximately 48.5 acres and is currently zoned AO. The parcel is located near the corner of Maple St. and Colony Hill Rd. Currently the property is undeveloped. Adjacent properties to the north and nearby have developed with single family homes. Recently, MD zoning was approved across Colony Hill Rd. to the north. The purpose of the zoning is to allow for a mix of residential uses. The applicant is requesting a change to the RS-6 and MD zoning which would allow for single-family houses and some multi-family units. The MD zoning allows for duplex, triplex, and quadraplex unit developments up to 12 units per acre.

The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential' for single-family development. Both Maple St. and Colony Hill Rd. are designated as 'arterial' roadways. The requested zoning would be to specifically allow for development of a mix of residential single-family and multi-family. The requested RS-6 and MD zoning in this location is deemed compatible with the Future Land Use Map and the adjacent uses in the area.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval as requested.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval by a vote of six (6) in favor (Dunnahoo, Bixby, Rosenbaum, Calk, Smith and McClarty), and none opposed.

ATTACHMENTS:

Description	Type
Ordinance Cover	Exhibit
Ordinance Exhibit	Exhibit
Staff Report	Exhibit
PowerPoint	Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, AMENDING CHAPTER 23, "LAND DEVELOPMENT CODE," OF THE ABILENE MUNICIPAL CODE, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES; CALLING A PUBLIC HEARING; PROVIDING A PENALTY AND AN EFFECTIVE DATE.

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

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

PART 2: That any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than 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 this 25th day of August, A.D. 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of July, 2016, the same being more than fifteen (15) days prior to a public hearing to be held in the Council Chamber of the City Hall in Abilene, Texas, at 8:30 a.m., on the 8th day of September, 2016 to permit the public to be heard prior to final consideration of this ordinance. Said ordinance, being a penal ordinance, becomes effective ten (10) days after its publication in the newspaper, as provided by Section 19 of the Charter of the City of Abilene.

PASSED ON SECOND AND FINAL READING THIS 8th day of September, A.D. 2016.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

Rezone property from AO (Agricultural Open Space) to RS-6 (Single Family Residential) and MD (Medium Density Residential) zoning

Legal description:

A 48.5 ACRE PORTION OF A 148.175 ACRE TRACT DECRIBED AS A0776 SUR 14 L A L NW/4, ACRES

MD Zoning: 12.5 acres

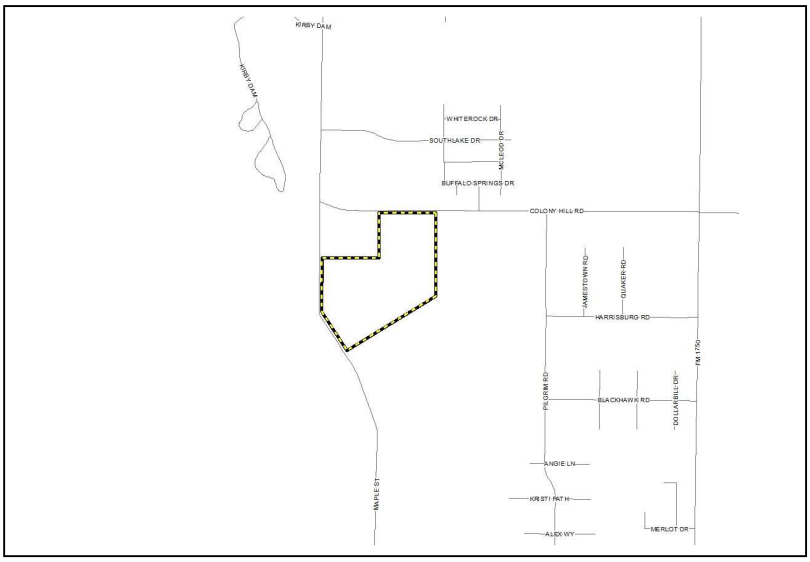
Location: Point of Beginning at the northwest corner of northern corner of Colony Hill Road extending west to east for 510', along Colony Hill Road, then bearing due south for 1070', then bearing due west for 510', then bearing due north 1070' to the Point of Beginning.

RS-6 Zoning: Remaining 36 acres

Location: Southeast corner of Maple St. and Colony Hill Rd.

-END-

ZONING CASE Z-2016-38
STAFF REPORT



APPLICANT INFORMATION:
Aaron Waldrop
Agent: Tal Fillingim

HEARING DATES:
Planning & Zoning Commission: August 1, 2016
City Council 1st Reading: August 25, 2016
City Council 2nd Reading: September 8, 2016

LOCATION:
Southeast corner of Maple St. and Colony Hill Rd.

REQUESTED ACTION:
Rezone property from AO (Agricultural Open Space) to RS-6 (Single-Family Residential) and MD (Medium Density Residential) zoning

SITE CHARACTERISTICS:
The subject parcel totals approximately 48.5 acres and is currently zoned AO. The parcel is located near the corner of Maple St. and Colony Hill Rd. The adjacent properties are zoned AO, RS-6, and MD to the north, AO to the northwest and south, and outside of the city limits to the east. Kirby Lake is directly to the west.

ZONING HISTORY:
The property was annexed in 1932 and was zoned AO at that time.

ANALYSIS:
- Current Planning Analysis
  Currently the property is zoned AO and is undeveloped. Adjacent properties to the north and nearby have developed with single family homes. Recently, MD zoning was approved across Colony Hill Rd. to the north. The purpose of the zoning is to allow for a mix of residential uses. The applicant is requesting a change to the RS-6 and MD zoning which would allow for single-family houses and some multi-family units. The MD zoning allows for duplex, triplex, and quadraplex unit developments up to 12 units per acre.

- Comprehensive Planning Analysis
  The Future Land Use section of the Comprehensive Plan designates this general area as 'low density residential' for single-family development. Both Maple St. and Colony Hill Rd. are designated as 'arterial' roadways. The requested zoning would be to specifically allow for development of a mix of residential single-family and multi-family. The requested RS-6 and MD zoning in this location is deemed compatible with the Future Land Use Map and the adjacent uses in the area.

PLANNING STAFF RECOMMENDATION:

Staff recommends approval as requested.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

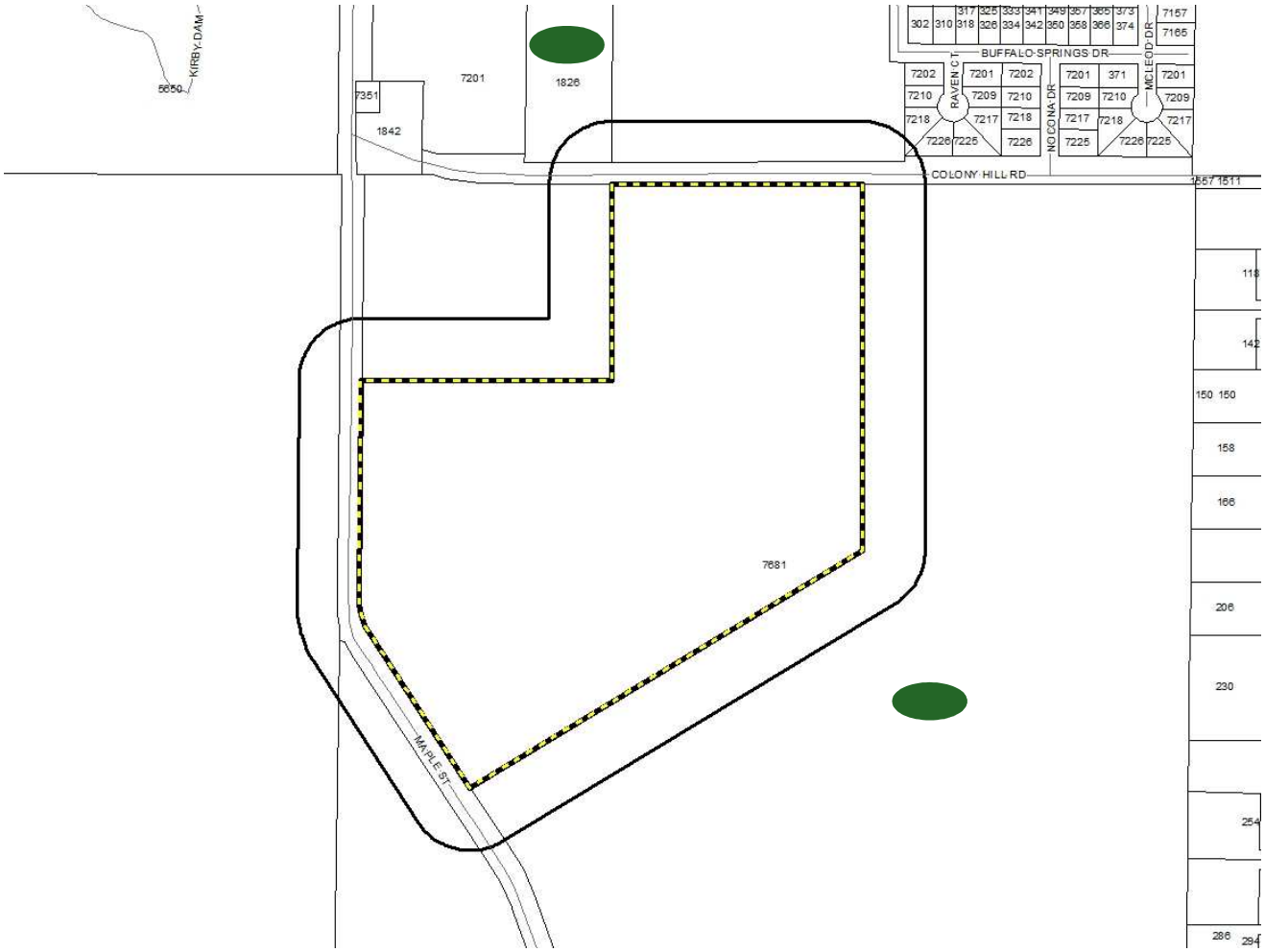
On August 1, 2016, the Planning and Zoning Commission considered and recommends approval of this request by a vote of six (6) in favor (Dunnahoo, Bixby, Rosenbaum, Calk, Smith and McClarty), and none apposed

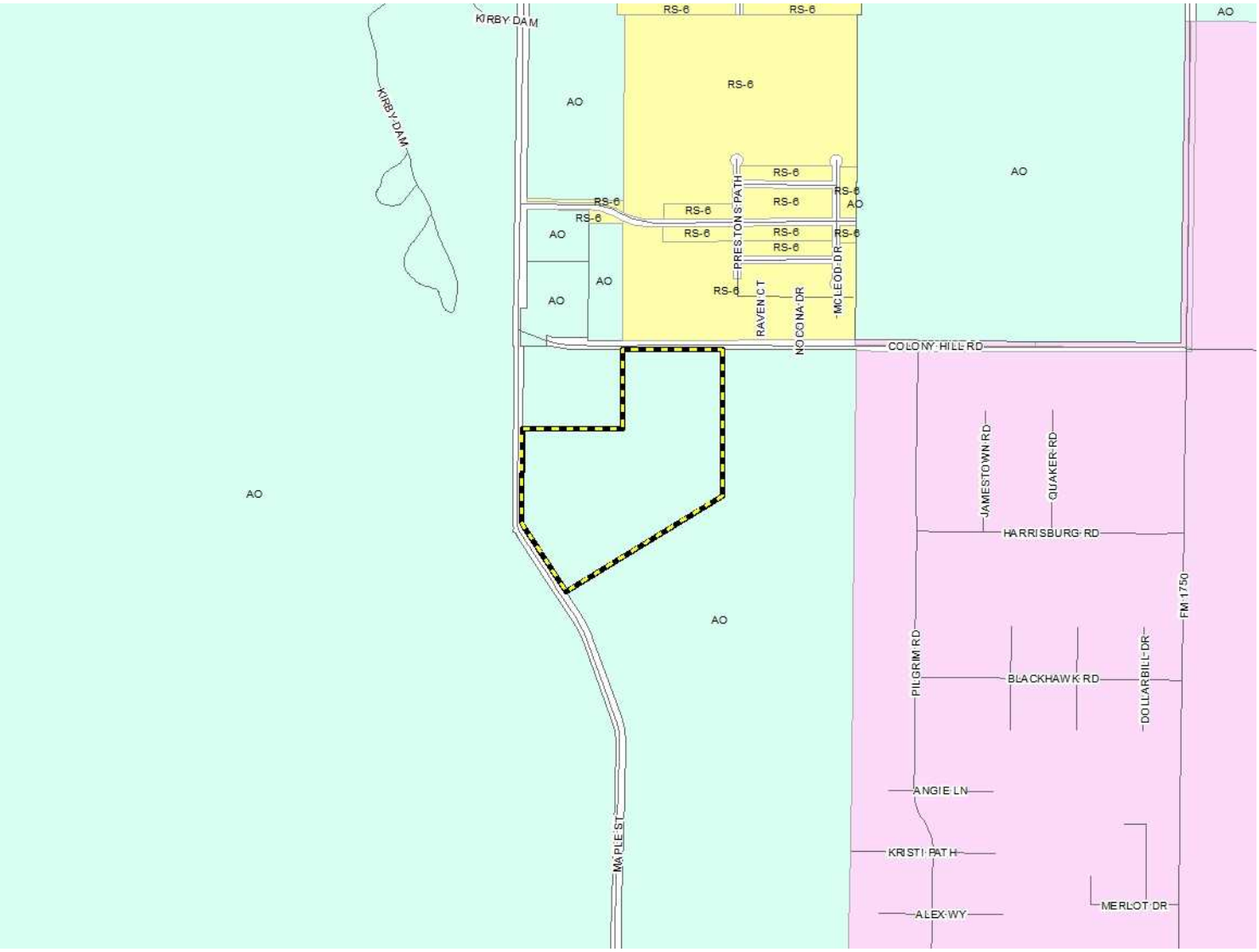
NOTIFICATION:

Property owners within a 200-foot radius were notified of the request.

OWNER	ADDRESS	RESPONSE
EASTLAKE FIVE LLC	1826 COLONY HILL RD	
CITY OF ABILENE		
TROY DAVIS HOMES LLC	7218 & 7226 RAVEN CT	
CARRIAGE HILLS DEV CORP	7681 MAPLE ST	In Favor
MC LEOD PROPERTY DEV LLC	PROP. NORTH OF SUBJECT PARCEL ON COLONY HILL RD.	

2 in Favor- **Y**
0 Opposed- **N**

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MCLEOD DR
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JAMESTOWN RD
QUAKER RD
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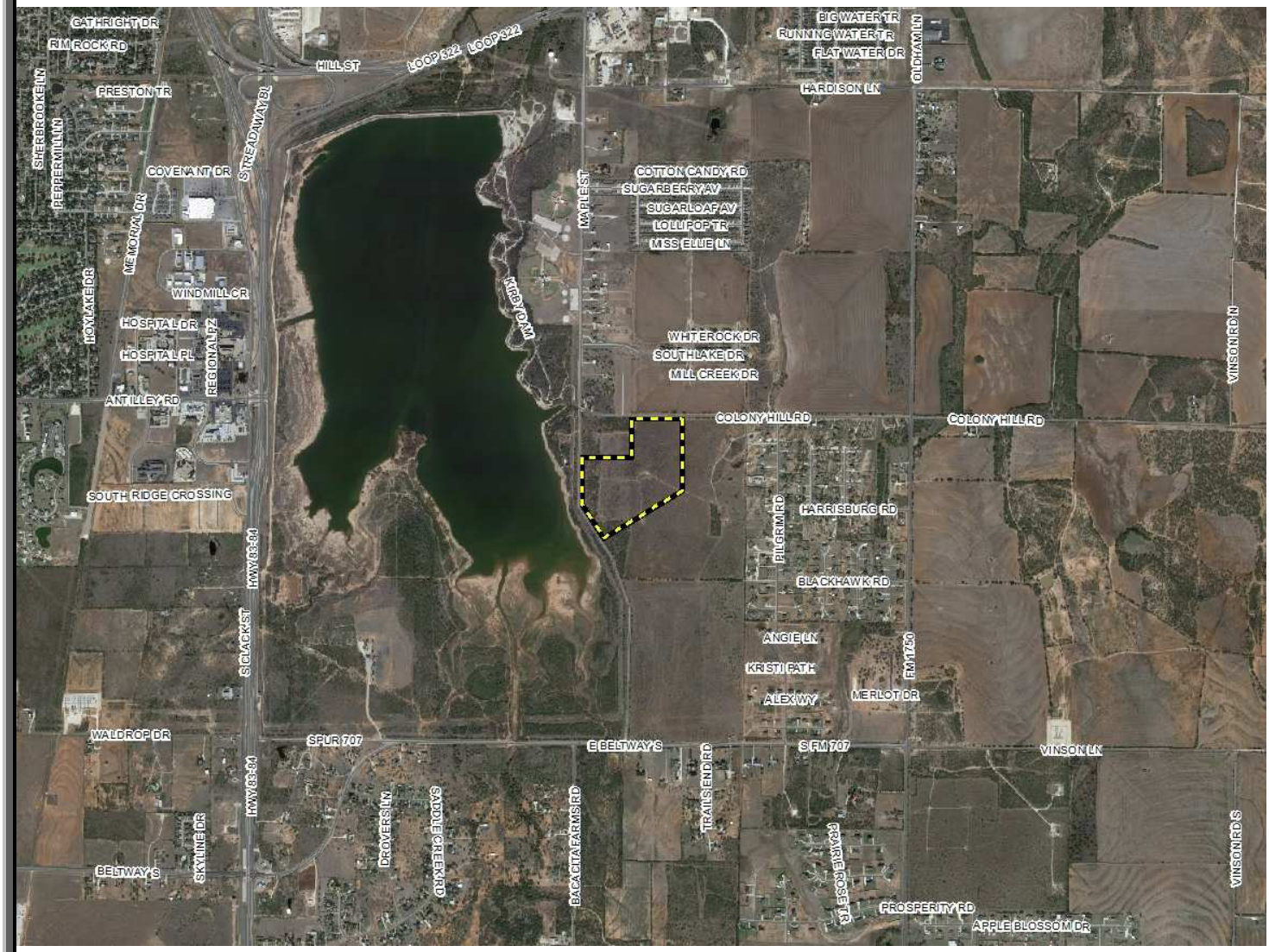
MERLOT DR
MAPLE ST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HARDISON LN
SHERBROOKE LN
PEPPERMILL LN
COVENANT DR
STREADWAY BL
COTTON CANDY RD
SUGARBERRY AV
SUGARLOAF AV
LOLLIPOP TR
MISS ELLIE LN
MAPLE ST
MEMORIAL DR
WINDMILL CR
HOYLAKE DR
HOSPITAL DR
HOSPITAL PL
REGIONAL PZ
KIRBY DAM
WHITEROCK DR
SOUTHLAKE DR
MILL CREEK DR
VINSON RD N
ANTILLEY RD
COLONY HILL RD
COLONY HILL RD
SOUTH RIDGE CROSSING
HARRISBURG RD
PILGRIM RD
HWY 83-84
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FM 1750
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MERLOT DR
WALDROP DR
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VINSON LN
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SADDLE CREEK RD
DROVERS LN
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PRAIRIE ROSE TR
SKYLINE DR
BELTWAY S
VINSON RD S
PROSPERITY RD
APPLE BLOSSOM DR

WHITEROCK DR
SOUTHLAKE DR
MILL CREEK DR
McLEOD DR
BUFFALO SPRINGS DR
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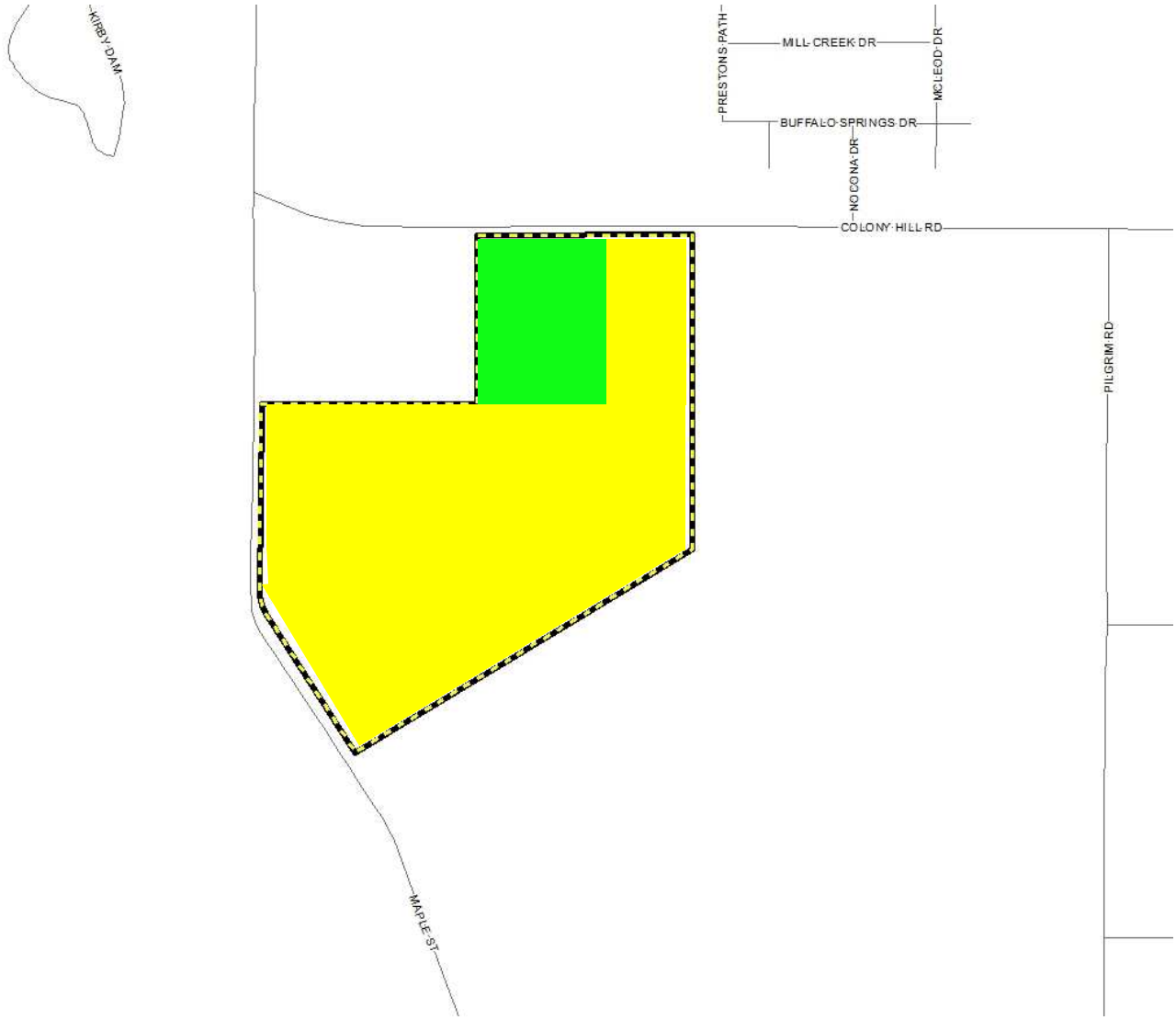
KIRBY DAM
COLONY HILL RD
PILGRIM RD
JAMESTOWN RD
QUAKER RD
HARRISBURG RD
BLACKHAWK RD
SAWBUCK TR
ANGIE LN

Zoning Exhibit

RS-6 Zoning

MD Zoning



Z-2016-38

Request: Rezone from AO to RS-6 and MD zoning

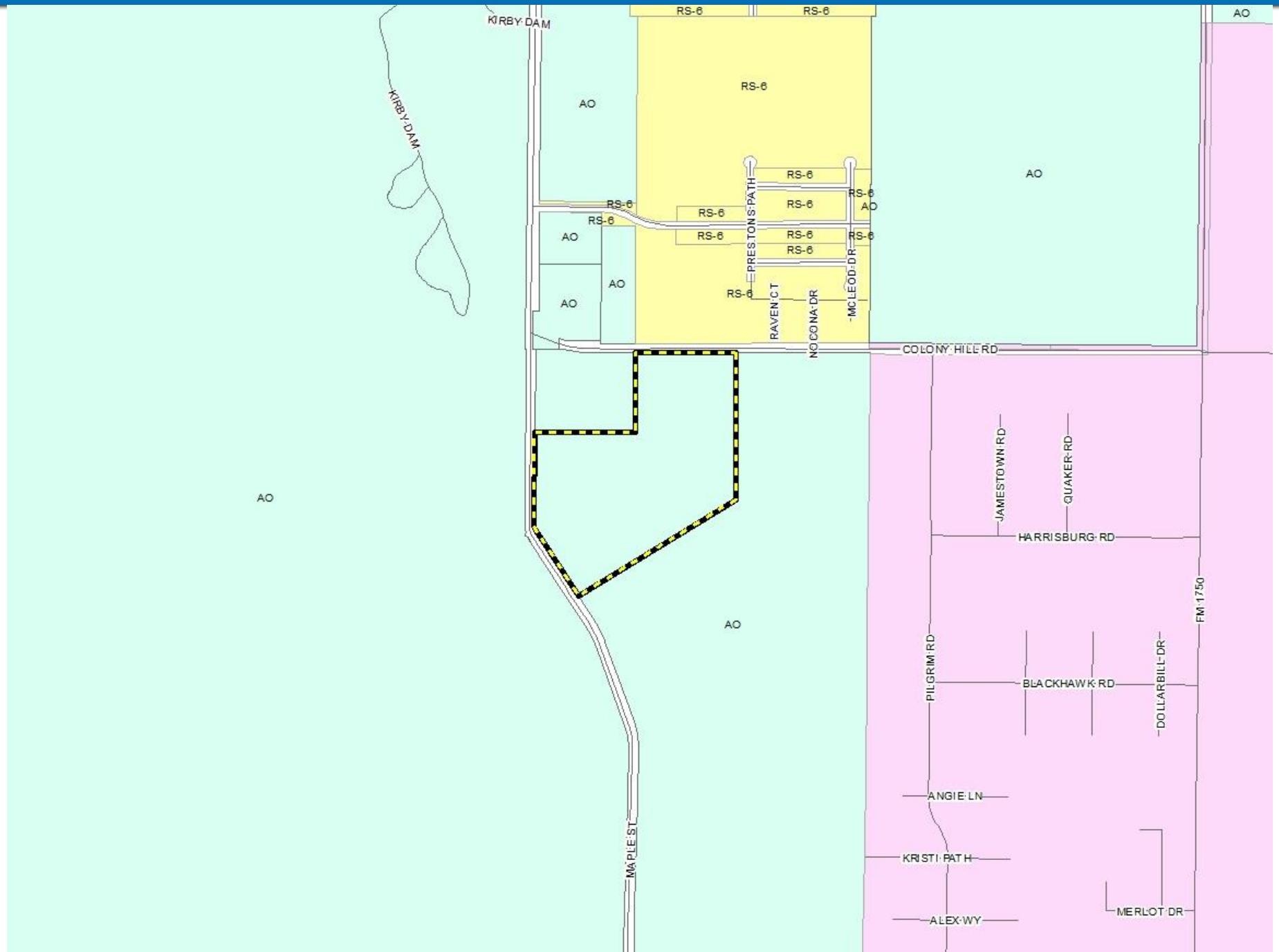
Location: +/- 48.5 acres; Southeast portion of land at Maple St. and Colony Hill Rd., excluding the corner.

Notification: 1 in favor; 0 opposed

Staff Recommendation: Approval

P & Z Recommendation: Approval as requested

Z-2016-38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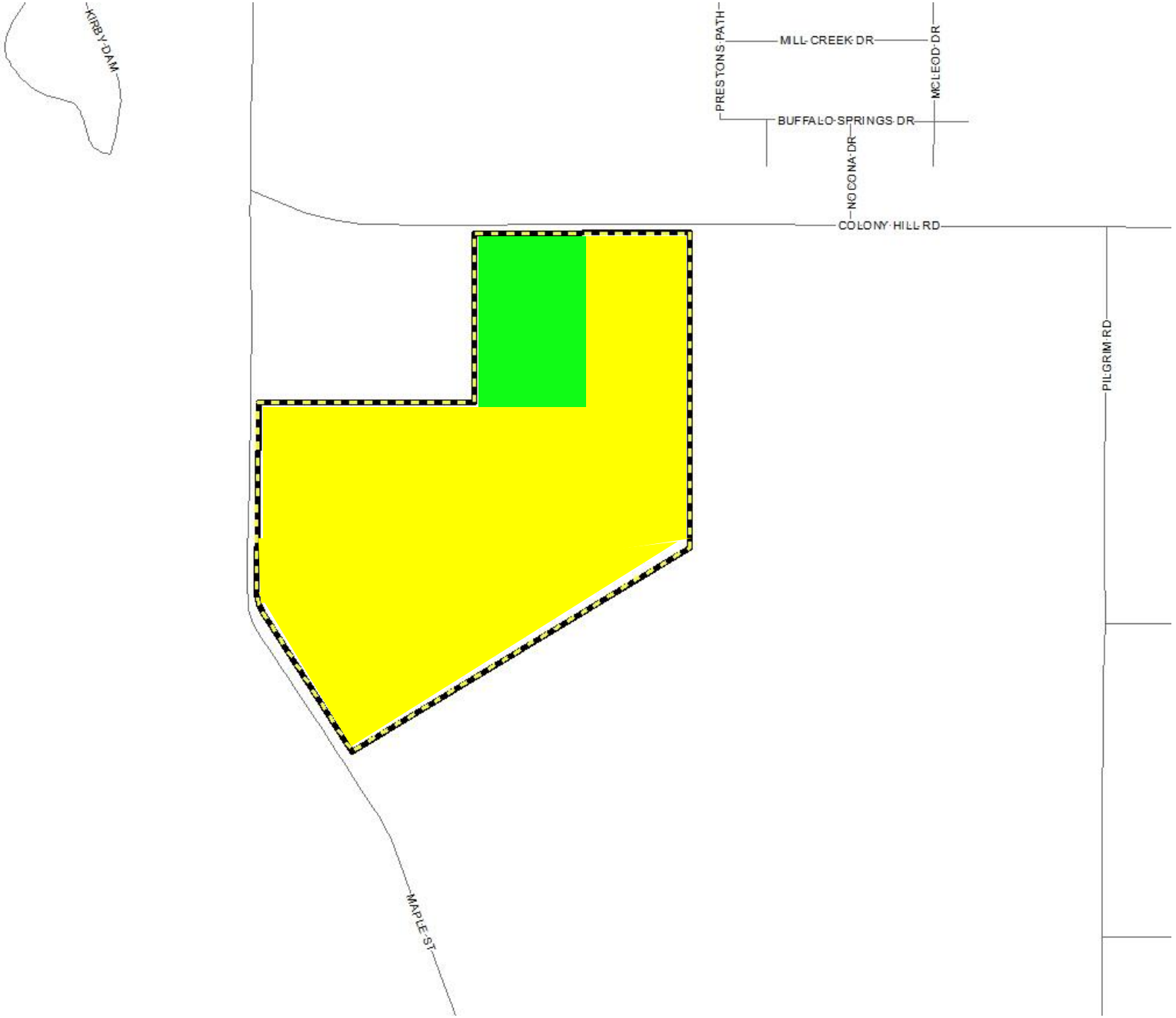
Z-2016-38

RS-6 Zoning

MD Zoning



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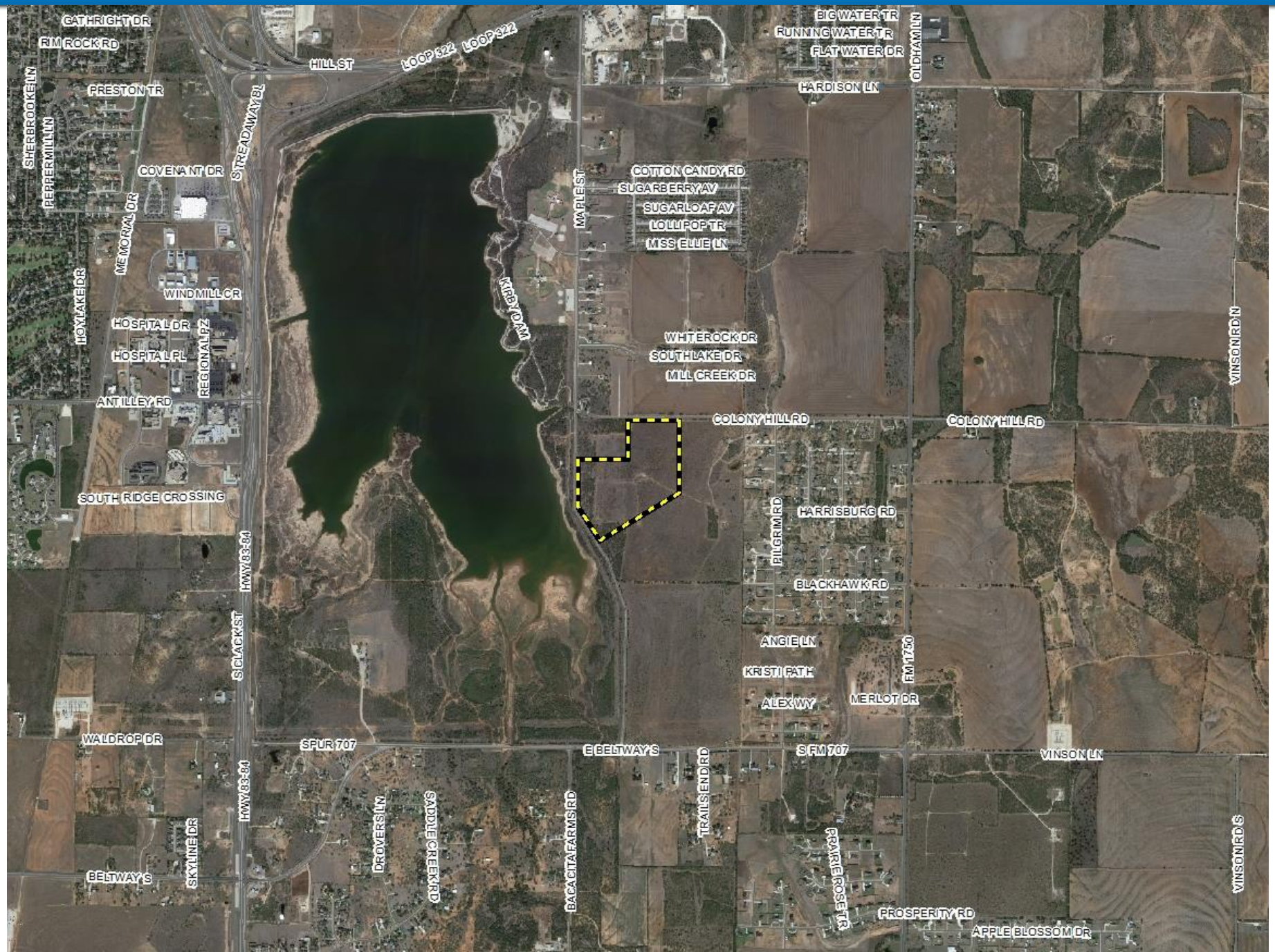
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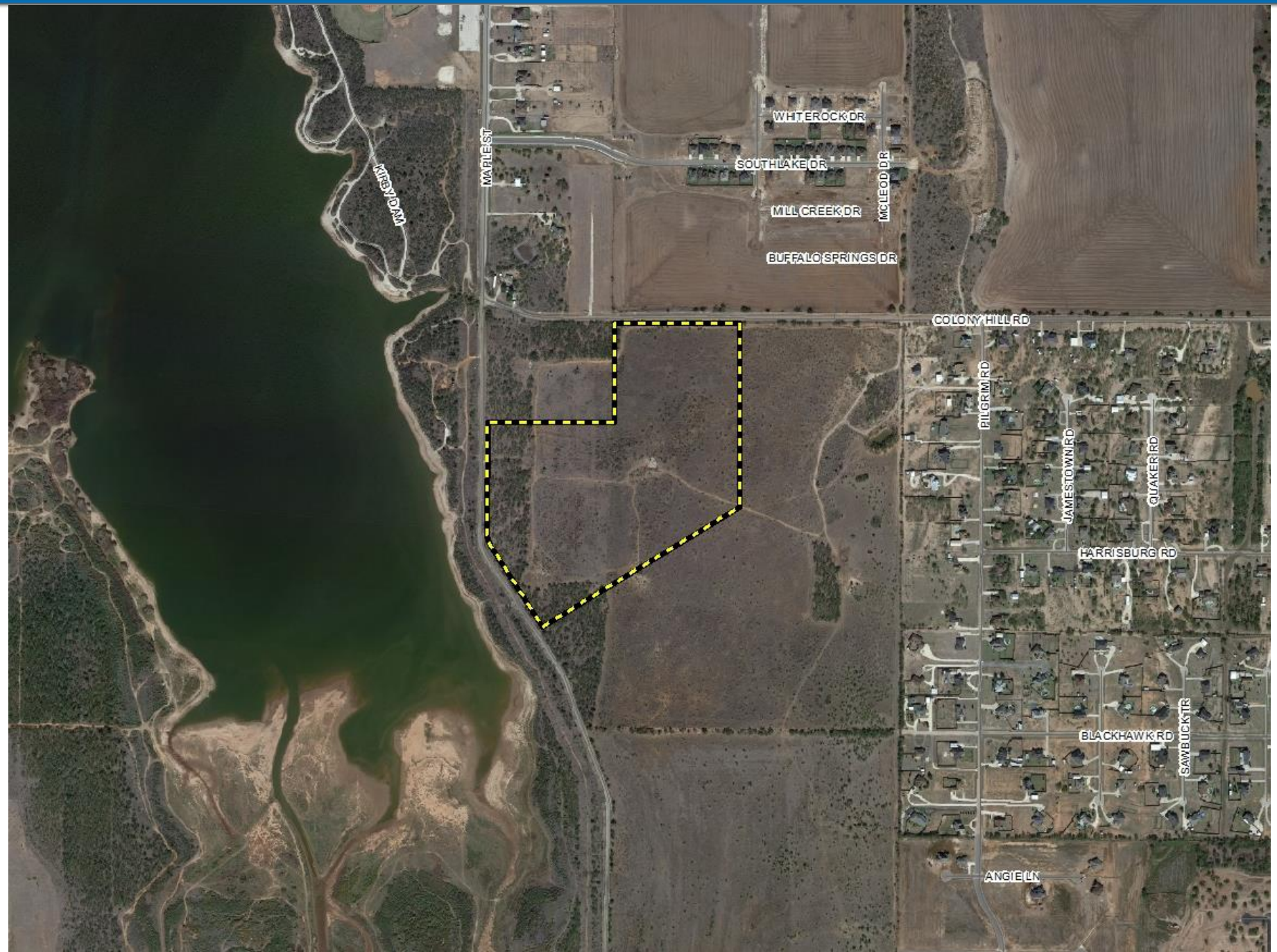
Z-2016-38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WALDEN
COLONY HILL RD
PILGRIM RD
JAMESTOWN RD
QUAKER RD
HARRISBURG RD
BLACKHAWK RD
SAWBUCK TR
ANGIE LN

View looking southwest toward subject property

View looking east along Colony Hill Rd.

View looking southeast toward subject property

View looking west at the intersection of Maple St. and Colony Hill Rd.

View looking southeast toward subject property

View looking south along Maple St.

View looking northeast toward subject property

View looking west toward Kirby Lake

View looking east along Colony Hill Rd.

View looking southeast toward subject property

View looking south toward subject property

View looking north across Colony Hill Rd.

Permitted Uses in MD Zoning

RESIDENTAL USES:

C	Bed & Breakfast
P	Dwelling – Duplex
P	Dwelling – Industrialized Housing Unit
C	Dwelling – Institutional
P	Dwelling – Multiple-Family
P	Dwelling – Single-Family Detached
C	Group Home

ACCESSORY AND INCIDENTAL USES:

P	Accessory Structure (Also see Division 4 of this article)
P	Antenna, Non-Commercial/Amateur
P	Day Care Operation – Home-Based
TP	Field Office or Construction Office (temporary)
P	Garage Sale
P	Home Occupation
C	Mobile Home (temporary security residence)
P	Recreation Building, Multipurpose
P	Recreation Equipment, Mobile (storage & parking)
TP	Subdivision Sales Office (temporary)
P	Swimming Pool, Private (accessory to residential use)
P	Tennis Court, Private (accessory to residential use)
P/SE	Wind Energy Conversion Systems

CULTURAL AND RECREATIONAL USES:

C	Civic, Social, and Fraternal Organization
C	Recreation – Outdoors (active)
P	Recreation – Outdoors (passive)

GOVERNMENT, HEALTH, SAFETY AND WELFARE USES:

P	Community Home
P	Fire/Police Station
C	Homeless/Emergency Shelter
C	Rehabilitation Facility
C	Social Service Facility

EDUCATIONAL AND RELIGIOUS USES:

P	Church or Place of Worship
C	Day-Care Operation - Center-Based
P	School: Public/Private

TRANSPORTATION, COMMUNICATION AND UTILITIES:

P	Public Utility Facility

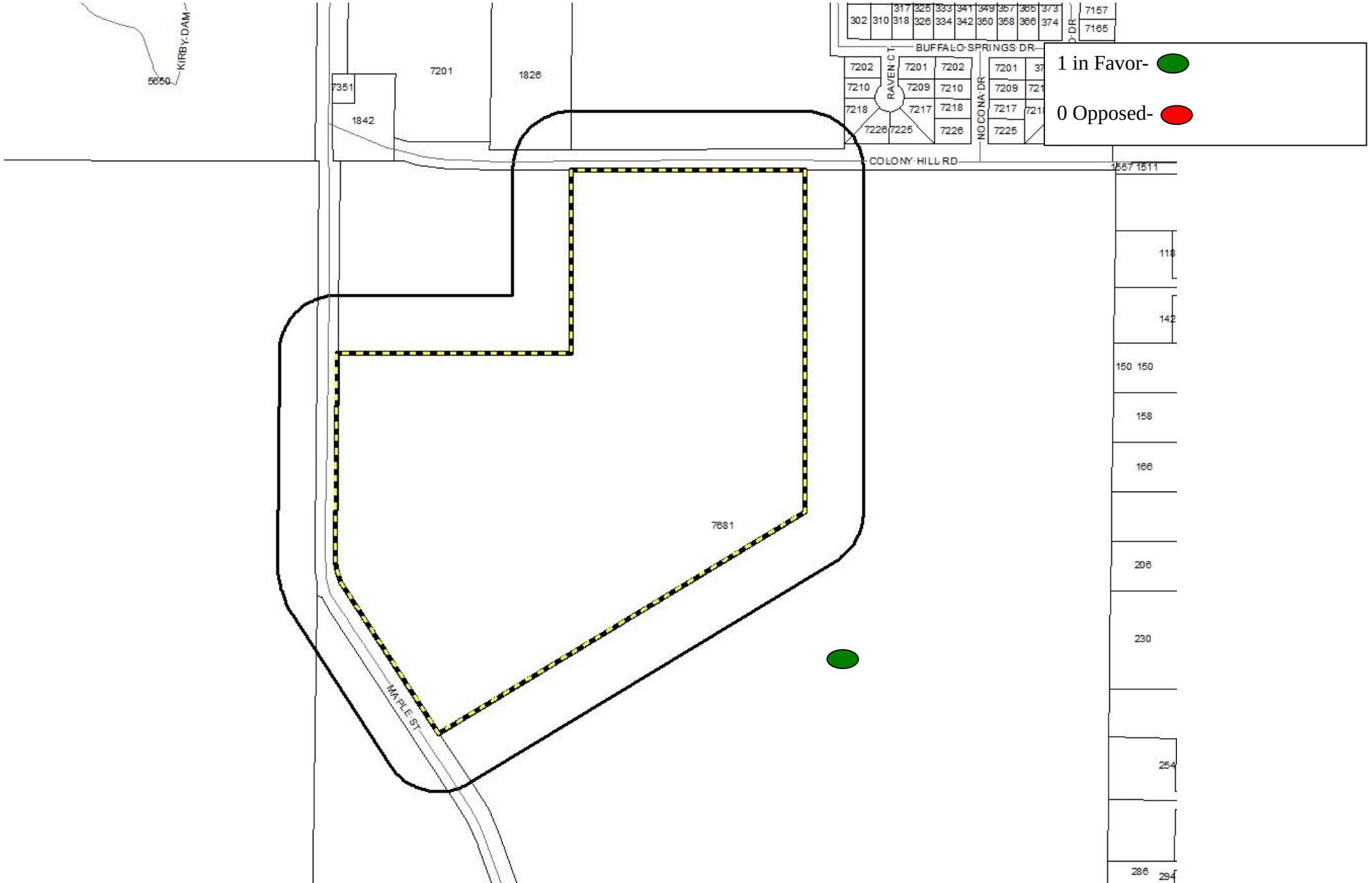
RESOURCE PRODUCTION AND EXTRACTION USES:

P	Petroleum or Gas Well
P	Urban Garden

LEGEND

P	Permitted as a Right-of-Use (may be subject to compliance with conditions described within 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

Z-2016-38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City Council
Agenda Memo

City Council Meeting Date: 9/8/2016

TO: **Robert Hanna, City Manager**

FROM: **Dana L. Schoening, Director of Planning & Development Services**

SUBJECT: **Ordinance & Public Hearing:** ***(Final Reading)*** **TC-2016-01 a request from ACU, agents McMahon, Surovik Suttle, P.C. & Enprotec/Hibbs & Todd Inc., to abandon a triangular segment from the west margin of the right-of-way of ACU Drive at the intersection with N. Judge Ely Blvd.** ***(Schoening)***

GENERAL INFORMATION

This is a result of the realignment N. Judge Ely Blvd. and the creation of ACU Drive. The realignment has created an unpaved triangular median section at the intersection of the new street segments. The request is to abandon the triangular median segment. This would allow the property owner to the south to maintain and use this section as an entry way into their proposed new development. There is a water line than is located in the ROW. There are also other utilities that will need to remain or relocated.

The abandonment of the extra ROW would not create any block or traffic issues. There are some utilities within this portion of the street and any existing utilities will require an easement or be relocated and be the responsibility of the developer. A plat is required to incorporate the area into the adjacent property. During the plat process, appropriate easements can be dedicated.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends approval of this request.

BOARD OR COMMISSION RECOMMENDATION

The Planning & Zoning Commission recommends approval of this request by a vote of six (6) in favor (Dunnahoo, Bixby, Rosenbaum, Calk, Smith and McClarty), and none opposed.

ATTACHMENTS:

Description	Type
Ordinance Cover	Exhibit
Ordinance Exhibit	Exhibit
Staff Report	Exhibit
PowerPoint	Presentation

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ABANDONMENT OF A PORTION OF PUBLIC RIGHT OF WAY; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH ABANDONMENT, AND CALLING A PUBLIC HEARING.

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

PART 1: That the following described portion of a Public Right of Way, as described on Exhibit "A," attached hereto and made a part of this ordinance for all purposes, be, and the same is hereby abandoned, vacated and closed insofar as the right, title or easement of the public is concerned, subject to conditions as stated in Exhibit A.

PART 2: That said portion of a Public Right of Way is not needed for public purposes and it is in the public interest of the City of Abilene to abandon said described portion of a Public Right of Way.

PART 3: That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tracts of land described in Part 1 of this ordinance, and shall be construed only to that interest the governing body of the City of Abilene may legally and lawfully abandon.

PASSED ON FIRST READING this 25th day of August, A.D. 2016.

A notice of the time and place, where and when said ordinance would be given a public hearing and considered for final passage, was published in the Abilene Reporter-News, a daily newspaper of general circulation in the City of Abilene, said publication being on the 15th day of July, 2016, 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 second and final reading.

PASSED ON FINAL READING THIS 8th day of September, A.D. 2016.

ATTEST:

_____ _____

CITY SECRETARY MAYOR

APPROVED:

_____

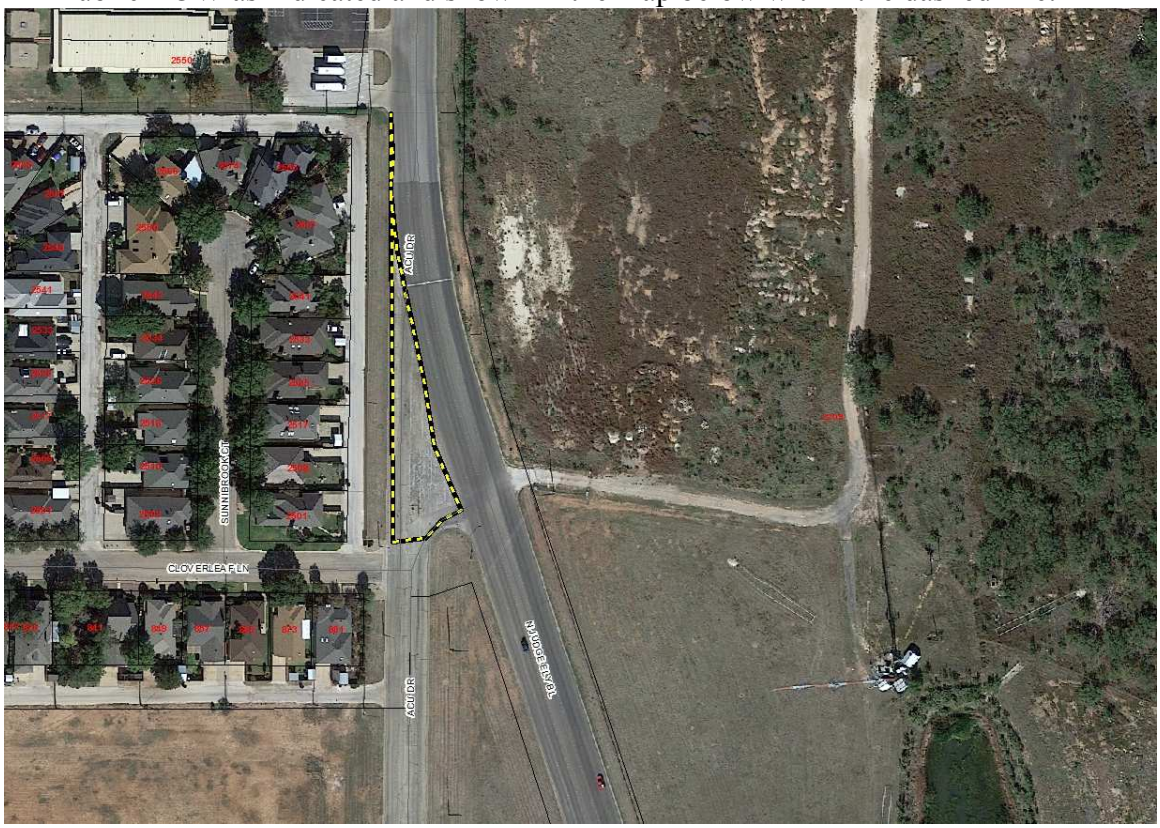
CITY ATTORNEY

ORDINANCE NO. _____

EXHIBIT "A"

The City of Abilene hereby Abandon: a triangular segment from the west margin of the right-of-way of ACU Drive at the intersection with N. Judge Ely Blvd.

All Public ROW as indicated and shown in the map below within the dashed line:



Location: ACU Drive at the intersection with N. Judge Ely Blvd.

With the following conditions:

1. Provide appropriate drainage easements and utility easements as needed.
2. When the adjacent properties are replatted into the proposed new development, they must include this section into the replat.

-END-

ZONING CASE TC-2016-01
STAFF REPORT

APPLICANT INFORMATION:
Abilene Christian University
Agent: McMahon Surovik Suttle, P.C.
Enprotec/Hibbs & Todd, Inc.

HEARING DATES:
Planning & Zoning Commission: August 1, 2016
City Council 1st Reading: August 25, 2016
City Council 2nd Reading: September 8, 2016

REQUESTED ACTION:
Abandon: a triangular segment from the west margin of the right-of-way of ACU Drive at the intersection with N. Judge Ely Blvd.

SITE CHARACTERISTICS:
This is a result of the realignment N. Judge Ely Blvd. and the creation of ACU Drive. The realignment has created an unpaved triangular median section at the intersection of the new street segments. The request is to abandon the triangular median segment. This would allow the property owner to the south to maintain and use this section as an entry way into their proposed new development. There is a water line than is located in the ROW. There are also other utilities that will need to remain or relocated.

REQUEST ANALYSIS:
The abandonment of the extra ROW would not create any block or traffic issues. There are some utilities within this portion of the street and any existing utilities will require an easement or be relocated and be the responsibility of the developer. A plat is required to incorporate the area into the adjacent property. During the plat process, appropriate easements can be dedicated.

RECOMMENDATIONS:

Plat Review Committee: The Plat Review Committee recommends **approval** of the requested closure with the following conditions:

1. Provide appropriate drainage easements and utility easements as needed.
2. When the adjacent properties are replatted into the propsed new development, they must include this section into the replat.

Staff Recommendation: Approval per the Plat Review Committee. The request would not create any issues.

PLANNING AND ZONING COMMISSION:

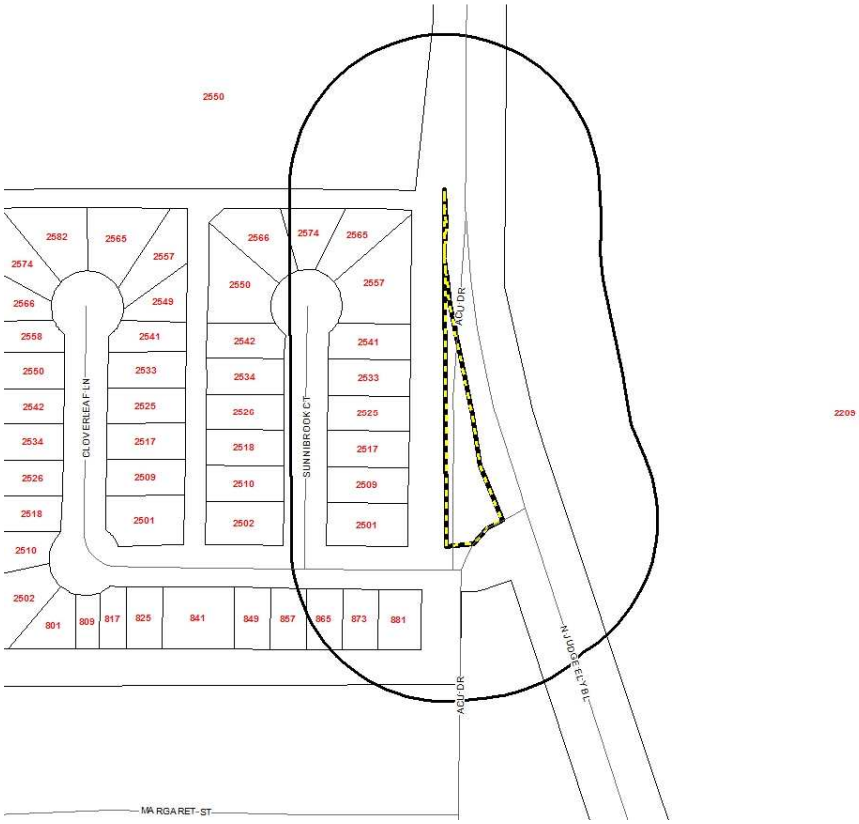
The Planning and Zoning Commission considered and recommends this request by a vote of six (6) in favor (Dunnahoo, Bixby, Rosenbaum, Calk, Smith and McClarty), and none opposed.

NOTIFICATION:

Property owners within the 200' of the subject rights-of-way were notified.

OWNER	ADDRESS	RESPONSE
ROBERTS REV LIVING TRUST	881 CLOVERLEAF LN	
SPRABERRY ERNEST M & DOTTIE S	865 CLOVERLEAF LN	
ENNIS DAVID L & DIANE T	2525 SUNNIBROOK CT	
BALDERSON MARIE	2517 SUNNIBROOK CT	
CEDILLO OSCAR S & CARLA	2509 SUNNIBROOK CT	
WILLIAMS LINDA M	2501 SUNNIBROOK CT	
CLEMMER WILLIAM D & BETTY R	873 CLOVERLEAF LN	
DAVIDSON MASON & MADGE	857 CLOVERLEAF LN	
ICE JAMES H & BERLE J	2533 SUNNIBROOK CT	
WHITT SHIRLEY S	2541 SUNNIBROOK CT	
BAGGS TERRY W & KAREN	2565 SUNNIBROOK CT	
ROBERTS ALWIN WAYNE	2566 SUNNIBROOK CT	
TINKLER BOBBY ROLLO &	2557 SUNNIBROOK CT	
TERRELL JIMMIE F & BRENDA J	2574 SUNNIBROOK CT	
ABILENE CHRISTIAN SCHOOLS	2550 N JUDGE ELY BL	
ABILENE CHRISTIAN UNIV		
ABILENE CHRISTIAN UNIV	2209 N JUDGE ELY	

in Favor- **Y**
Opposed- **N**



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EDWARD CT
SUNNIBROOK CT
ACU DR
CLOVERLEAF LN
JOHN C STEVENS ST
MARGARET ST
ACU DR
CAMPUS CT
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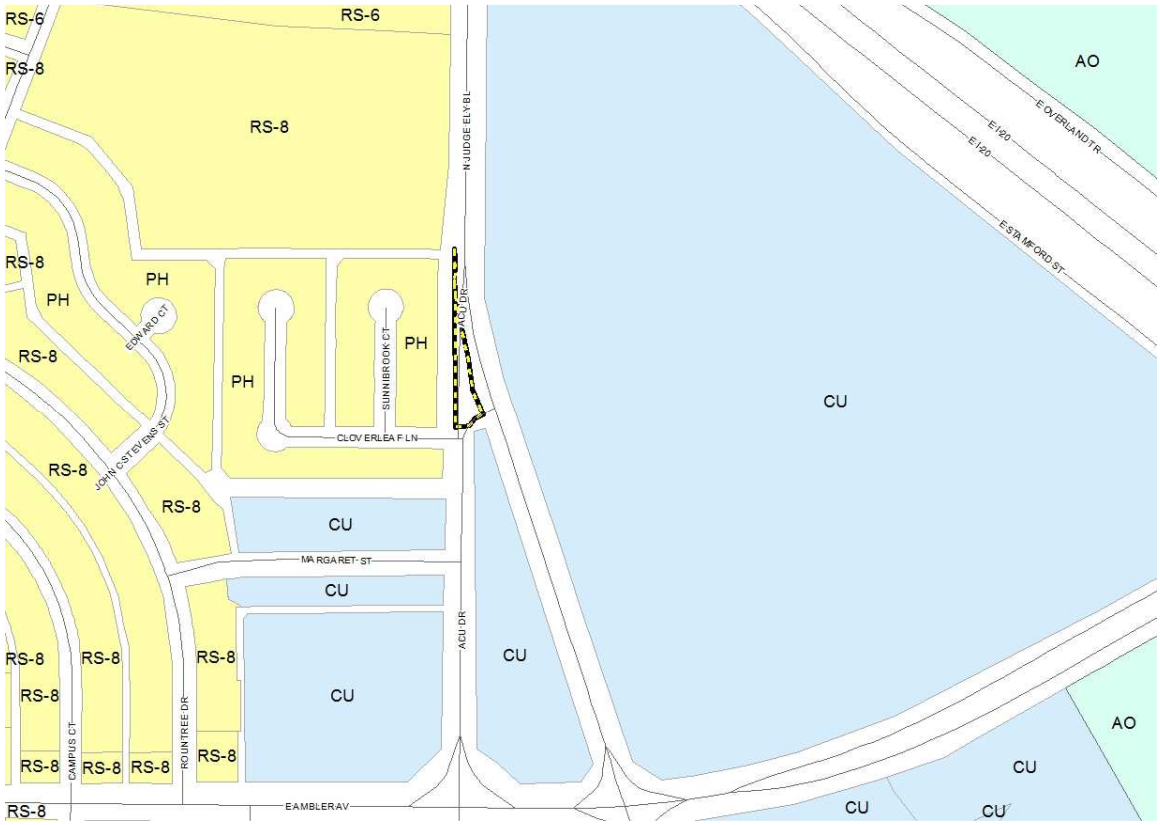
EAMBLER AV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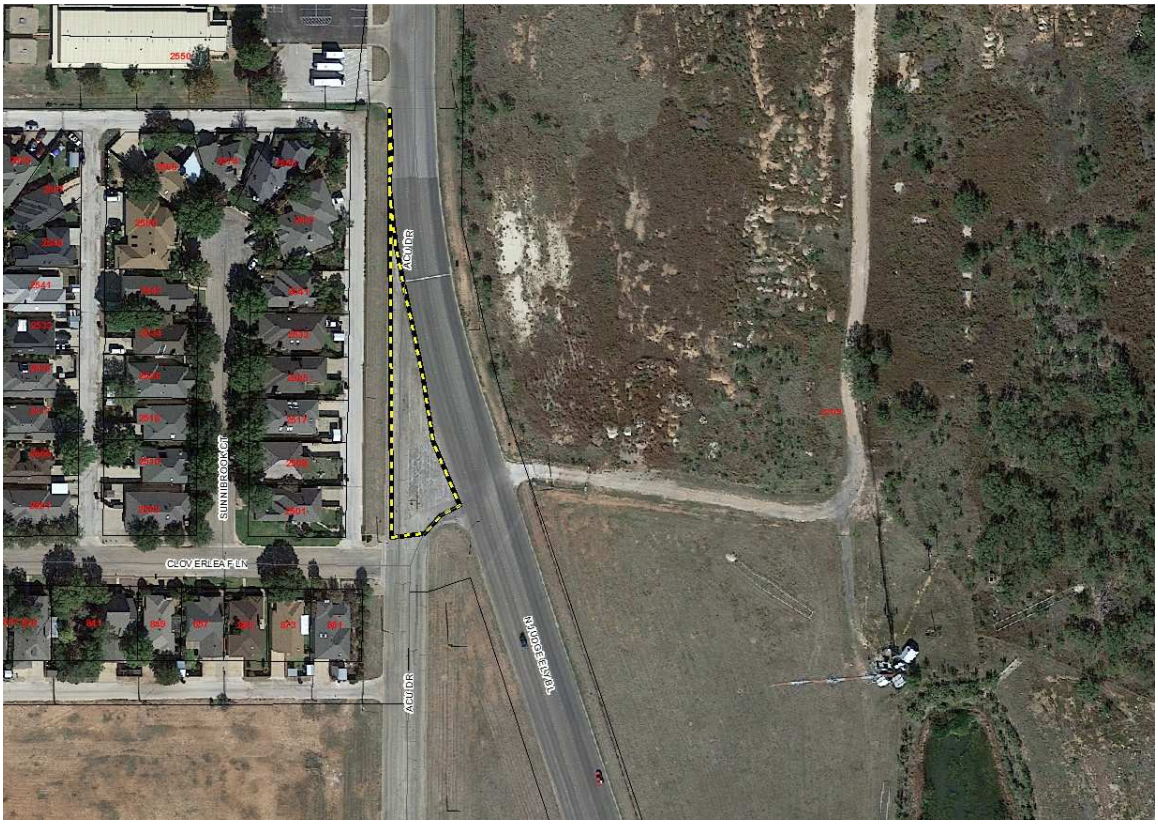
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TC-2016-01

Request: Abandon a triangular segment from the west margin of the right-of-way of ACU Drive at the intersection with N. Judge Ely Blvd

Notification: 0 in favor; 0 opposed

Plat Review Recommendation: Approval with conditions

Staff Recommendation: Approval per the Plat Review Committee

P & Z Recommendation: Approval as presented

TC-2016-01

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TC-2016-01

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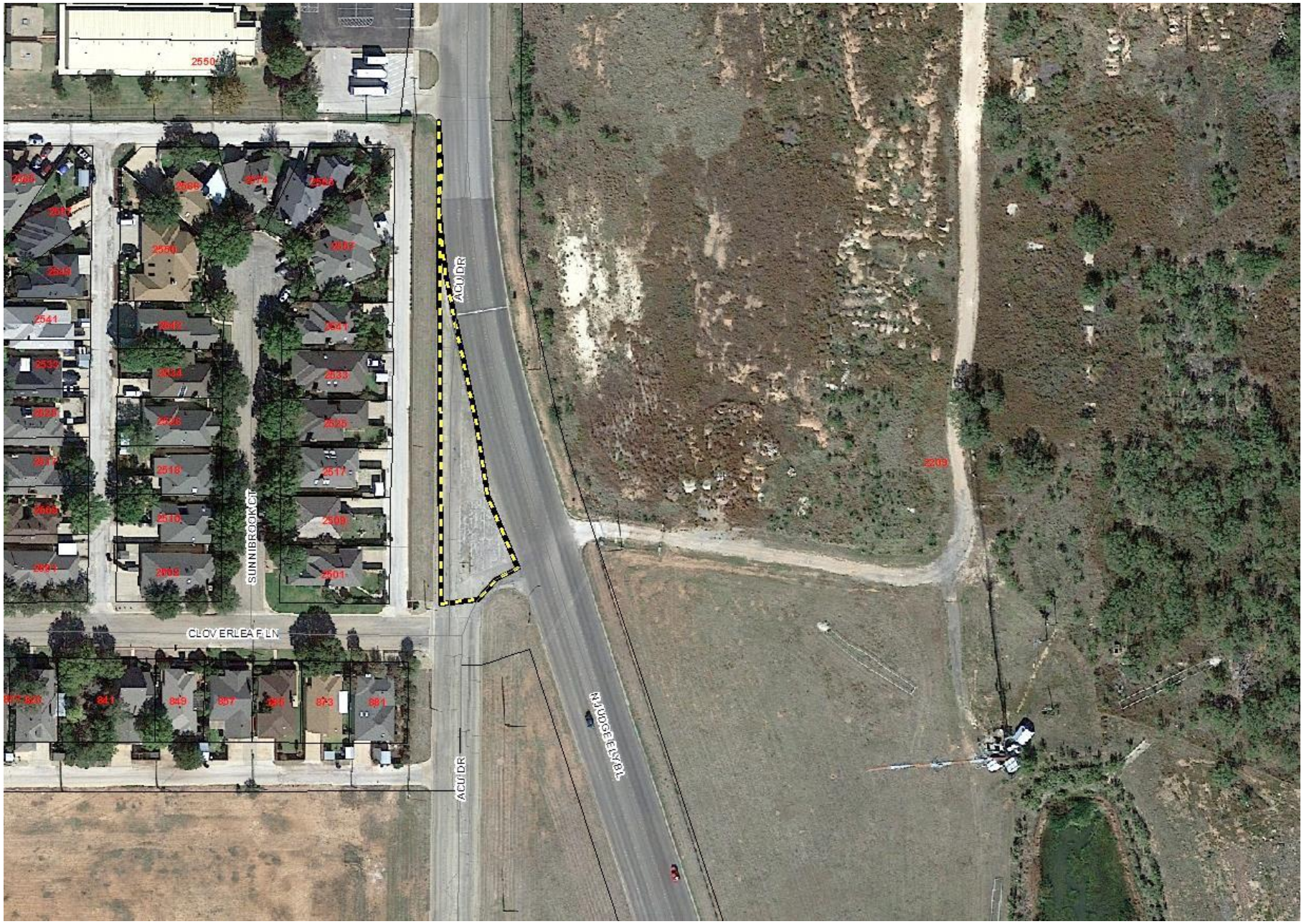

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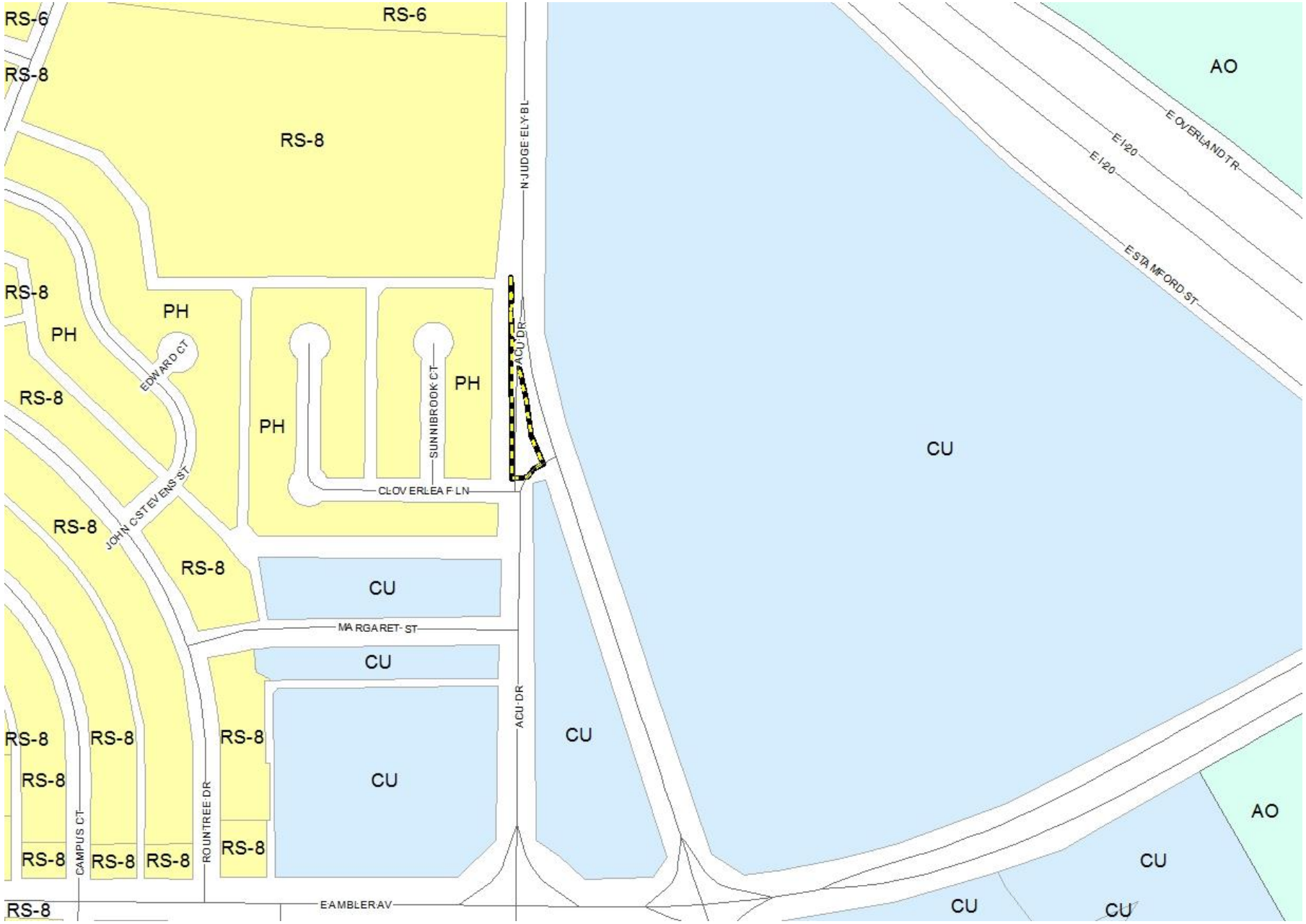
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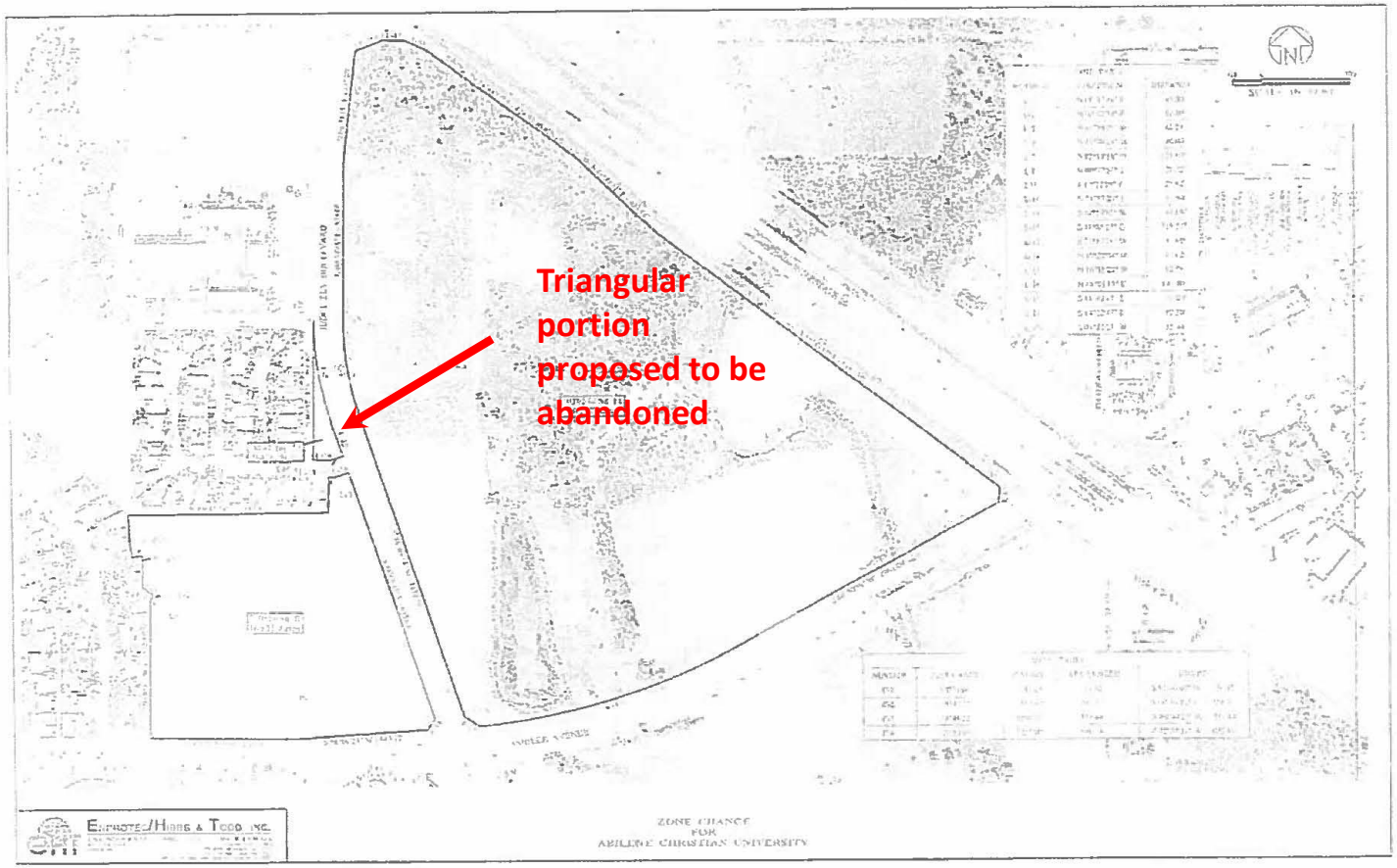
TC-2016-01


Triangular portion proposed to be abandoned
ZONE CHANGE
FOR
ABILENE CHRISTIAN UNIVERSITY

View looking north along ACU Dr. & N. Judge Ely Blvd.

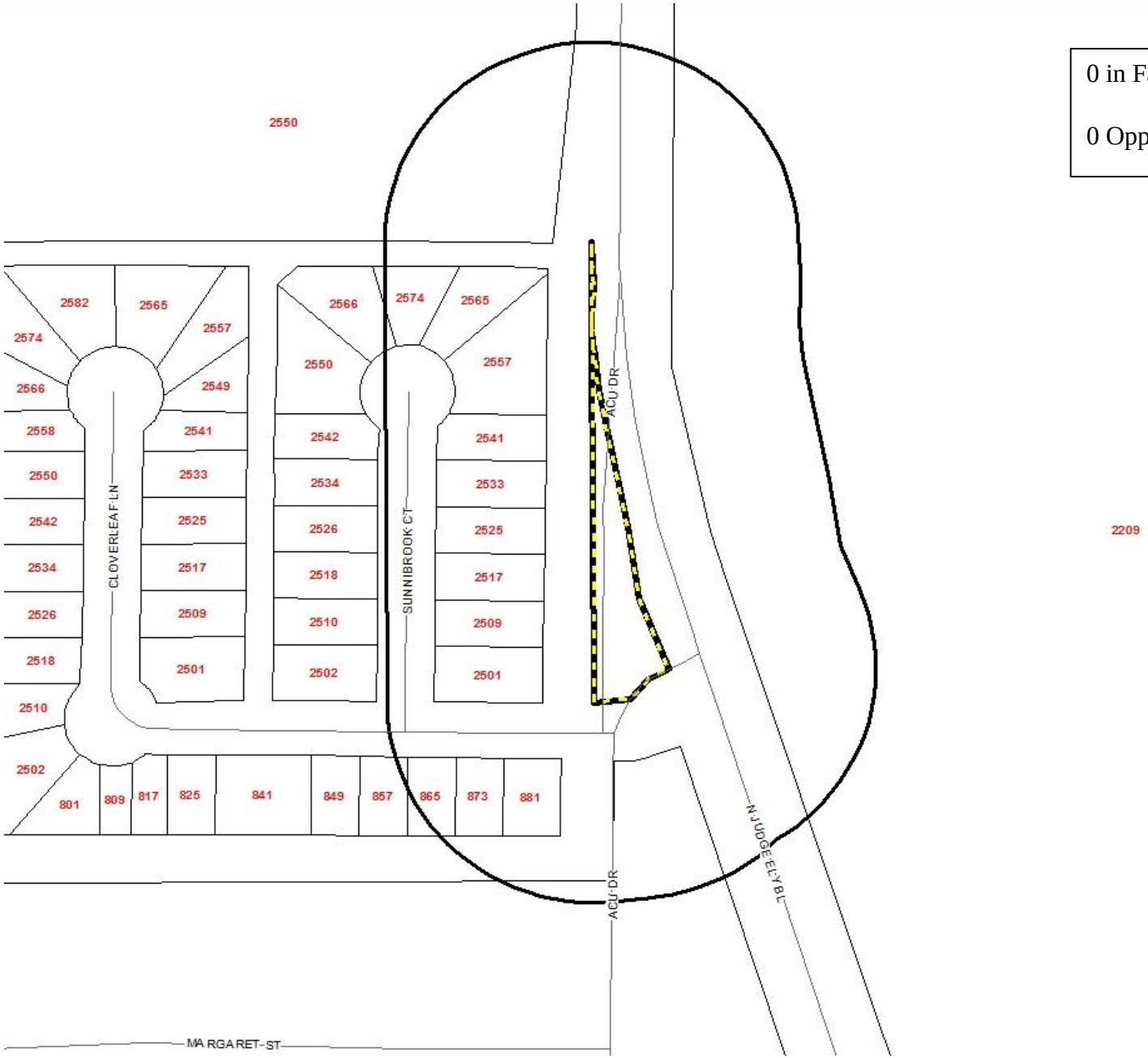
View looking west

Plat Review Committee Recommendations

The Plat Review Committee recommends approval of the requested closure with the following conditions:

1. Provide appropriate drainage easements and utility easements as needed.

TC-2016-01



0 in Favor-

0 Opposed-

City Council
Agenda Memo

City Council Meeting Date: 9/8/2016

TO: **Robert Hanna, City Manager**

FROM: **Stanley Smith, City Attorney**

SUBJECT: **Ordinance & Public Hearing:** ***(Final Reading)*** **Granting to AEP Texas North Company, its successors and assigns, a non-exclusive right to use and occupy public rights-of-way within the City of Abilene for the Construction and Operation of an Electric Transmission and distribution System.** ***(Smith)***

GENERAL INFORMATION

The City of Abilene, pursuant to Article IX, Charter, has the right and power to grant to a public utility a franchise to use the public rights of way. On January 23, 1969, West Texas Utilities Company, the predecessor of AEP Texas North Company, was granted a public utility franchise by the City Council. That franchise ordinance expired on February 22, 2009. The City of Abilene and AEP Texas North Company have negotiated a new franchise agreement to extend until February 21, 2034.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

The City of Abilene will receive revenue on a monthly basis from AEP Texas North Company, calculated as the product of a factor of $0.001116 per kilowatt hour multiplied times the number of kilowatt hours delivered by Company to retail customers.

STAFF RECOMMENDATION

Staff recommends approval of the public utility franchise ordinance with AEP Texas North Company.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Slide	Presentation

AN ORDINANCE GRANTING TO AEP TEXAS NORTH COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE RIGHT TO USE AND OCCUPY PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF ABILENE FOR THE CONSTRUCTION AND OPERATION OF AN ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM; PRESCRIBING CONDITIONS GOVERNING THE USE OF THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR COMPENSATION THEREFOR; PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE; CALLING A PUBLIC HEARING; AND PROVIDING FOR SEVERABILITY

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

Section 1. Grant of Authority

AEP Texas North Company ("Company"), a corporation organized under the laws of the State of Texas, its successors and assigns, is hereby granted the non-exclusive right, privilege, franchise and authority to acquire, construct, maintain, operate and use facilities in, above, under, over, along and across the streets, alleys, thoroughfares, bridges, and other public ways and places ("Public Rights-of-Way"), as the same now exist or may hereafter be laid out, in the City of Abilene, Texas ("City"), for the transmission and distribution of electric energy and services incidental thereto, either by means of overhead or underground conductors, with all necessary or desirable appurtenances and appliances as currently installed or that may be installed in the future, including but not limited to electric substations, underground conduits, poles, towers, wires and transmission and distribution lines, and fiber optic cable and telegraph and telephone wires for audio, video and data communications, for use in support of transmission and distribution operations and the electric system and grid and matters appurtenant thereto ("Facilities"), all for the purpose of transmitting and distributing electric energy to said City and the inhabitants thereof, and persons and corporations within and beyond the limits thereof, for light, heat, power and any other purpose or purposes for which electric energy is now or may hereafter be used, and to license or lease space on or within Company's poles, conduits and appurtenant facilities for the attachment of Third Party facilities and for all other facilities Company deems reasonably necessary for the provision of safe, reliable and economical electric service to City.

Section 2. Purpose

A. The provisions set forth in this ordinance ("Ordinance" or "Franchise Agreement") represent the terms and conditions under which Company shall construct, operate, and maintain its Facilities within the City. In granting this Franchise, City does not in any manner surrender or waive its regulatory or other rights and powers under and by virtue of the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of City. Company, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in City shall be in full force and effect and subject to the exercise thereof by City at any time. "Franchise" means the grant of rights, privileges and authority embodied in this Ordinance.

B. To the extent that Company installs or permits to be installed Third Party facilities on Company's Facilities located in the Public Rights-of-Way, Company agrees, to the extent such information is available and upon written request by City not more frequently than once every five (5) years, to furnish to City a list of names and contact information for those persons or entities owning and/or in control of such Third Party facilities so that City can ensure each such person or entity has been authorized by City to use City property. Company does not warrant the accuracy of any such information provided and to the extent locations of attachments and/or locations of Facilities are described or shown, such locations of attachments and locations of Facilities are described or shown in their approximate locations. Subject to the provisions of Section 17 below, all information provided to City respecting attachments and locations of Facilities shall be deemed confidential and used by City solely for auditing and managing the Public Rights-of-Way, and City shall take all prudent

steps required by applicable law to prevent disclosure or dissemination of such information, without the prior express written consent of Company.

Section 3. Term

The Franchise granted by this Ordinance shall be in full force and effect for a term of twenty-five (25) years commencing on February 22, 2009, and expiring on February 21, 2034, at midnight.

Section 4. Operation, Construction and Maintenance

A. Company's Facilities shall be operated, constructed and maintained in accordance with "Good Utility Practice," which shall mean a standard of performance generally practiced and accepted by electric utilities and regulatory authorities, and in conformity with the National Electrical Safety Code and all applicable federal, state, and local laws and regulations governing operations in the Public Rights-of-Way. Company's Facilities shall be operated, constructed and maintained so as not to obstruct or unreasonably interfere with traffic over any streets and alleys; the flow of water in any gutter, drain, sewer or open drainage system; or the City's water, wastewater, or storm water facilities; and any other City operated, constructed and maintained facilities. "Operated, constructed and maintained" shall include installation, construction, operation, relocation, maintenance, repair, and removal.

B. Company specifically agrees to comply with the provisions of applicable City codes, ordinances, regulations, standards, procedures, permits and approvals and those additional applicable provisions City may adopt from time to time provided that such additional City codes, ordinances, regulations, standards, procedures, permits and approvals shall not conflict with or alter in any material manner the rights granted to Company herein,

shall impose no more stringent requirements than those imposed on Company by the PUCT or by other state or federal authority having jurisdiction over the operation, construction or maintenance of Company's Facilities, and shall not conflict with the laws of the State of Texas, or the laws of the United States of America. "PUCT" means the Public Utility Commission of Texas or such successor regulatory agency having jurisdiction over public service companies.

Company will use reasonable diligence to provide customers within the City continuous and adequate delivery of electric power and energy for the entire term of this Franchise Agreement, all in conformance with applicable law, but Company does not guarantee against irregularities or interruptions.

C. Except for emergency work, prior to commencement of any construction or maintenance work involving any cutting of pavement in any roadway or alley, Company shall provide a reasonable amount of advance notice to the City's Director of Public Works. In the event of emergency work involving any cutting of pavement in any roadway or alley, Company shall notify the City's Director of Public Works as soon as reasonably practical thereafter.

D. Within a reasonable time after completion of construction and maintenance work, Company shall refill and repair to City code all excavations made by Company in the Public Rights-of-Way and all damage to City streets, water, wastewater, gas, and storm water facilities, including repaving any cut in any pavement or sidewalk, resulting from the construction and maintenance of Company's Facilities. In the event Company fails to restore the Public Rights-of-Way in accordance with City code within a reasonable amount of time following completion of its work, City may restore same and Company shall pay the reasonable cost

for such restoration work within thirty (30) Days after receiving City's bill for such work. For purposes of this section, "reasonable time" shall be determined by the circumstances but shall in no case be more than fifteen (15) Days, unless both parties agree to extend the period of time as necessary for the Company to complete restoration. "Day" unless stated otherwise in this Franchise Agreement means a business day, which excludes Saturdays, Sundays, and holidays recognized by federal, state or local governments or the City.

E. Absent some independent intervening event, including but not limited to City's performance of the restoration work, or other condition beyond Company's reasonable control, should City reasonably determine, within one (1) year from the date of such restoration work, that such repaired surface, normal wear and tear excepted, requires additional restoration work to place it in as near as practical its condition existing prior to the commencement of Company's work, Company shall perform such additional restoration work to the reasonable satisfaction of the City. No Public Rights-of-Way shall be obstructed for a longer period or to a greater extent than shall be reasonably necessary to execute all work.

F. Upon City's reasonable request, on a project-by-project basis, Company will provide to City copies of available maps, plats and drawings in use by Company showing the location of its Facilities within the Public Rights-of-Way. To the extent possible, Company will provide such information to City in an electronic format, but Company shall have no obligation to provide such information in any specific electronic format. As to any such maps, plats and drawings so provided, Company does not warrant the accuracy thereof and, to the extent the locations of Facilities are shown, such Facilities are shown in their approximate locations.

G. Any maps, plats and drawings and/or any other information concerning the location of Company's Facilities provided by Company to City shall be deemed confidential and used by City solely for management of the Public Rights-of-Way. City shall take all prudent steps reasonably necessary or required by applicable law to prevent disclosure or dissemination of such maps, plats and drawings and/or any other information to any Third Party, without the prior express written consent of Company.

H. Company will utilize the Texas Department of Transportation's guidelines for traffic control plans, as set out in its Texas Manual on Uniform Traffic Control Devices, to develop and utilize traffic control plans appropriate for the circumstances in connection with the operation, construction, and maintenance of Company's Facilities within the Public Rights-of-Way, so as to minimize interference with traffic.

I. City hereby grants to Company permission to cut, trim, treat, dispose and otherwise control trees and other vegetation upon and overhanging the Public Rights-of-Way of the City in the vicinity of Company's Facilities where such trees and other vegetation, in Company's reasonable opinion, constitute a hazard to Company's personnel or Facilities, or the provision of continuous electric service.

J. This Franchise Agreement shall in no way affect or impair the rights, obligations or remedies of the Parties under the Public Utility Regulatory Act, Texas Utilities Code §§ 11.001, et seq. ("PURA"), as amended, or other state or federal law. Nothing herein shall be deemed a waiver, release or relinquishment of either Party's right to contest, appeal, or file suit with respect to any action or decision of the other Party, specifically including ordinances adopted by City that Company believes to be contrary to any federal, state, or local law or regulation. City shall provide

Company with reasonable notice and opportunity to review and comment on any new or revised City laws, rules, or regulations that may reasonably be expected to have a material impact on Company's use of the Public Rights-of-Way. "Party" or "Parties" means collectively City and Company, and individually either City or Company.

Section 5. Indemnity

COMPANY WILL INDEMNIFY, HOLD HARMLESS, AND EXEMPT CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, LEGAL ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO ANY WORK DONE IN THE PERFORMANCE OF THIS FRANCHISE AGREEMENT TO THE EXTENT ARISING OUT OF THE WILLFUL MISCONDUCT OR NEGLIGENT ACT OR OMISSION OF COMPANY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, PROVIDED, HOWEVER, THAT COMPANY SHALL NOT BE LIABLE FOR ANY SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES TO THE EXTENT ARISING OUT OF THE WILLFUL MISCONDUCT OR NEGLIGENT ACT OR OMISSION OF CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

Section 6. Compensation to City

A. For and as full consideration and compensation for this Franchise Agreement and the rights, privileges and easements granted and conferred hereby and as rental for the use of the Public Rights-of-Way within the City, the Company shall pay City an amount calculated in accordance with the methodology prescribed by applicable law, as it exists today in the form and substance of PURA Section 33.008(b), or the same as may hereafter be changed, modified or replaced; currently the product of a factor of $0.001116 per kilowatt hour multiplied times the number of

kilowatt hours delivered by Company to retail customers whose consuming facility's point of delivery is located within the City's boundaries. Payments will be made each month throughout the term of this Franchise Agreement, with each such payment to be made by electronic funds transfer not later than the first business day of the second month following the month in which deliveries occurred for the billing cycle for that month. For example, payment for April 2015 deliveries, which covered a billing cycle from March 30th through April 28th, would have been paid not later than June 1st. With each payment, Company shall furnish to City a report that accurately reflects the number of kilowatt hours for the month (meaning for the billing cycle for the month) delivered within the City boundaries and the charge per kilowatt hour determined in accordance with PURA Section 33.008(b).

B. Under the authority granted by PURA Section 33.008(f), City and Company agree to the possible implementation of a different level of compensation for the use of the City's Public Rights-of-Way other than that prescribed by PURA Section 33.008(b). City shall have the opportunity to enact a factor increase by ordinance once every five (5) years during the term of this Franchise, beginning on the date of final approval of this franchise ordinance, provided however, the total franchise fee factor may not exceed $0.002232 per kilowatt hour, unless authorized by other law. Upon written notification of City's passage of such an ordinance, in form and substance satisfactory to Company, approving a tariff for the collection and recovery by Company of a municipal franchise fee charge equal in amount to the difference between compensation currently received under Section 33.008(b), at $0.001116 per kilowatt hour, plus any incremental factor amount previously authorized by ordinance, basing the charge instead on the new, approved total factor, but not more than $0.002232 per kilowatt hour, Company and City shall amend Section 6A of this Franchise Agreement to reflect compensation

basing the charge on a factor of not more than $0.002232 per kilowatt hour. The effective date of the increase in the franchise fees shall be the effective date of the recovery mechanism (e.g. tariff schedule) for the collection and recovery of the incremental fee approved by City's ordinance; provided however, payments for such increased fees shall not commence until ninety (90) days after such effective date.

The change in the franchise fee rate provided in this Section 6B is expressly conditioned upon Company's ability to recover the additional franchise fees paid to City. In the event that the PUCT disapproves the tariff schedule enacted pursuant to this Section 6B of the Franchise Agreement or in some manner prevents Company from concurrently recovering said franchise fees, then Company shall not be obligated to pay to City any amount above the amount Company is allowed to recover from its customers. If the PUCT or a court of competent jurisdiction orders Company to refund to customers any amounts collected for franchise fees paid above the current factor of $0.001116 per kilowatt hour, in accordance with this Section 6B, such amount refunded shall be a credit against future franchise fees owed by Company to City.

In the event any regulatory proceeding before any federal or state agency results in the approval of a more favorable franchise fee amount and/or method of recovery than that provided by the mechanism set out in this Section 6B, City and Company agree to the further amendment of Section 6A to provide for payment in accordance with such approved franchise fee amount and/or method of recovery.

City and Company agree that Company may, in its sole discretion, support a legislative or regulatory initiative to provide for the collection and recovery of increased franchise fees.

C. City shall notify Company in writing of newly annexed and de-annexed areas. The notice shall include the ordinance number authorizing the action, an appropriate map identifying the areas and documentation of the notice to the State of Texas regarding the annexation or de-annexation. Company shall have no responsibility for commencing payments to City for kilowatt hours delivered in newly annexed areas until it shall have received City's notification. Upon City's notification and starting the 91st day after receipt of such notice, Company will commence payments to City for kilowatt hours delivered in each newly annexed area and will make any appropriate adjustments in payments reflecting over deliveries of kilowatt hours in any prior month resulting from inclusion of kilowatt hours from de-annexed areas in the calculation of the monthly charge. Payments for deliveries in newly annexed areas and adjustments for over deliveries in de-annexed areas shall be made back to the effective date of the ordinance.

Section 7. Accounting

Company shall keep accurate books of account for purposes of determining the amount due to City under this Franchise Agreement. City may cause, upon reasonable notice, but not less than ten (10) Days, an audit to be made of the books and records of Company relating to Company's performance under this Franchise Agreement only if any such audit concerns a payment made less than two (2) years before the commencement of such audit in accordance with Section 33.008(e), Texas Utilities Code, or such other period as may subsequently be established by applicable state law. Any underpayments discovered as a result of the audit shall promptly be paid by Company, and likewise, City shall promptly refund any overpayments discovered. Each Party shall bear its own costs and expenses incurred in connection with such audit.

Section 8. Insurance

Upon its acceptance of the Franchise, Company agrees to immediately obtain, if it does not already carry under its existing policies of insurance, a sufficient amount of liability insurance to protect against claims for property damages; bodily injuries, including death; property damages and bodily injuries, including death, resulting from motor vehicle accidents; and other types of damages typically covered by commercial general liability insurance, which may arise in connection with Company's exercise of the rights granted under this Franchise. City shall be named as an additional insured on Company's policies and Company shall promptly provide to City proof of said insurance in the form of acceptable certificates of insurance waving subrogation against City. The certificates of insurance will state that the insurance carrier has issued the insurance specified and that such policies are in force. Company will give City thirty (30) days prior written notice of any material change in, renewal of, or cancellation of, such policies.

Section 9. Work by City and Third Parties

A. City, including but not limited to City Trusts and Municipal Districts for the purpose of this Section, reserves the right to undertake public works projects to lay, permit to be laid, change or permit to be changed in any manner any City storm water, sewer, water, wastewater and other pipe lines, cables, and conduits, sidewalks, highways, alleys, public ways, streets, utility lines, storm sewers, drainage basins, drainage ditches or other City improvements, including any underground or overhead work that may be necessary and proper in, across, along, over, or under the Public Rights-of-Way occupied by Company, provided such work shall not unreasonably interfere with Company's rights and obligations under this Franchise Agreement.

B. City shall give written notice to Company whenever City determines that the construction of any public works project within the Public Rights-of-Way necessitates the relocation, change or alteration of Company's Facilities from their existing location. The amount of notice provided to Company shall be reasonable under the circumstances, but not less than thirty (30) Days. City shall specify a new location, suitable to Company, for such Facilities along the Public Rights-of-Way. Upon such notice by City, Company shall temporarily or permanently remove, relocate, change or alter the position of Company's Facilities, as soon as reasonably practical. Company shall bear the costs and expenses for any removal, relocation, change or alteration for a public works project involving the widening or straightening of a street, in accordance with PURA Section 37.101(c). Company shall not bear any costs or expenses for any other public works project not involving the widening or straightening of a street, unless other applicable state or federal law requires Company to bear such costs and expenses.

C. Whenever any Third Party requires the relocation of Company's Facilities to accommodate work of such Third Party within the Public Rights-of-Way, Company shall have the right as a condition to any such relocation to require payment to Company, at a time and upon terms acceptable to Company, for any and all costs and expenses incurred by Company in the relocation of Company's Facilities.

D. As to any relocation of Company's Facilities whereby the cost and expense thereof is to be borne by Company, Company may, after receipt of written notice requesting such relocation, submit in writing to City alternatives to relocation of its Facilities. Upon City's receipt from Company of such written alternatives, City shall evaluate such alternatives and shall advise Company in writing if one or more of such alternatives are suitable to accommodate the work, which would otherwise necessitate

relocation of Company's Facilities. In evaluating such alternatives, City shall give each alternative proposed by Company full and fair consideration with due regard to all facts and circumstances which bear upon the economics and practicality, to both City and Company, of relocating Company's Facilities. City shall evaluate no alternative proposed by Company in an arbitrary or capricious manner. In the event City reasonably determines that such alternatives are not appropriate, Company shall relocate its Facilities in accordance with City's request.

E. Notwithstanding anything to the contrary contained in this Section, Company shall not bear any cost or expense in connection with the relocation of any Company Facilities if the basis of Company's rights to have its Facilities in their existing location stems from prior rights, including private easements or other rights not arising under this Franchise Agreement, including, but not limited to, rights under Company's Tariff. "Tariff" means Company's rate schedules, rules and regulations relating to charges and service as may hereafter be approved by the regulatory authority with jurisdiction, under the laws of the State of Texas, over public utilities. Company shall have the right as a condition of any relocation under a prior rights scenario to require payment to Company, at a time and upon terms acceptable to Company, for any and all costs and expenses incurred and to be incurred by Company in the relocation of Company's Facilities. Nothing in this Section shall be construed to be a waiver of any right of either Company or City to contest any claim or assertion by the other of responsibility to pay relocation costs or expenses.

F. When Company is required by City to remove or relocate its Facilities to accommodate public works projects, and Company is eligible under federal, state, county, City or other local agencies or programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation and such reimbursement is required to be

handled through City, Company's costs and expenses shall be included in any application by City for reimbursement, if Company submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to City.

G. If City abandons any Public Rights-of-Way in which Company has Facilities, such abandonment shall be conditioned on Company's right to maintain its use of the former Public Rights-of-Way, and Company shall have the discretion to agree or decline any Third Party request seeking Company's removal or relocation of any such Facilities located in the former Public Rights-of-Way. If Company agrees to such removal or relocation, such removal or relocation shall be done at the expense of the Third Party requesting the removal or relocation.

Section 10. Non-Exclusive Franchise Agreement

This Franchise Agreement and the rights and privileges herein granted are not exclusive. City reserves all rights during the term of this Franchise Agreement to grant other like or similar franchises, rights or privileges to any other person, firm, or corporation, in accordance with its charter and laws of the State of Texas; and, likewise, construct, own and operate its own electric light and power plant or other public utility, and sell the services thereof as is provided by said charter and the laws of the State of Texas, provided that such grants and exercise of its rights by City do not interfere with Company's rights under this Franchise Agreement.

Section 11. Force Majeure

In the event that either Party is prevented or delayed in the performance of any of its obligations under this Franchise Agreement by reason beyond its reasonable control (a

"Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Event shall include, without limitation: war; civil disturbance; flood, earthquake, storm, Act of God or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party or its contractors or a Third Party; or any failure or delay in the performance by the other Party, or a Third Party who is not an employee, agent or contractor of the Party claiming a Force Majeure Event, in connection with this Franchise Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Franchise Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

Section 12. No Third Party Beneficiary

Nothing in this Franchise Agreement shall be construed to create or confer any right or remedy upon any person(s) other than City and Company. No action may be commenced or prosecuted against any Party by any Third Party claiming as a Third Party beneficiary of this Franchise Agreement. This Franchise Agreement shall not release or discharge any obligation or liability of any Third Party to either Party. "Third Party" means any person, party or entity other than City and Company.

Section 13. Future Amendments

This Franchise Agreement may be amended only by mutual agreement, set forth in writing in the form of a City ordinance signed by both Parties, which specifically states that it is an amendment to this Franchise Agreement, and is approved and executed in accordance with the laws of the State of Texas.

Section 14. Transfer and Assignment

All the provisions, conditions, and requirements herein contained shall be binding upon Company and City. Company may not assign or otherwise transfer its rights, privileges, authority and Franchise herein conferred without the prior written authorization and approval of City, which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Company may, without the consent of City, assign, sell or transfer this Franchise Agreement in whole or in part to its parent, affiliates, subsidiaries of its parent or to any entity which acquires all or substantially all of Company's assets by reason of a merger, acquisition or other business reorganization. Company (or its assign) may also, without City's consent, assign, pledge, mortgage or transfer its rights and privileges under this Franchise Agreement to any lender of Company (or such assign).

Section 15. Successors or Assigns

Whenever in this Franchise Agreement City or Company is referred to, such reference shall be deemed to include the respective successor or assign of either, and all rights, privileges, franchises and obligations herein contained shall bind and inure to the benefit of such successor or assign, in which event the predecessor of such successor or assign is divested of all such rights, privileges, franchise or obligations, whether so expressed or not.

Section 16. Severability, Construction and Survival

The terms and provisions of this Franchise Agreement are joint and several, and the invalidity of any term or provision, or any part thereof shall not affect the validity of the remainder of this Franchise Agreement, which shall continue in full force and effect. The headings of the sections and paragraphs of this Franchise Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or paragraphs. All

provisions, conditions and requirements of this Franchise Agreement that may reasonably be construed to survive the termination or expiration of this Franchise Agreement shall survive the termination or expiration of the Franchise. Nothing in this Franchise Agreement shall be deemed to waive any governmental immunity available to City under the laws of the State of Texas.

Section 17. Requests for Confidential Information

In the event City receives a request for the release of information provided by Company, that is characterized in this Franchise Agreement as confidential or is characterized in writing by Company as confidential when it provides the information to City, City shall follow the procedures in the Texas Public Information Act for requesting a Texas Attorney General's Opinion regarding exemption of the information from disclosure, and shall provide Company with a copy of the request for the release of the information and a copy of City's request to the Texas Attorney General asking for an opinion regarding exemption of the information from disclosure. If requested to do so, City will provide information available to it and other reasonable assistance to Company to assist Company in establishing that the information is exempted from disclosure. Notwithstanding that City agrees to maintain the confidentiality of such confidential information as described herein, City shall not be liable to Company for the release of any information City is required by law to release.

Section 18. Notice

All notices or communications required or permitted hereunder shall be made in writing and delivered to the City Manager, City of Abilene, PO Box 60, Abilene, Texas 79604, or Manager, External Affairs, AEP Texas North Company, 910 Energy Drive, Abilene, Texas 79602, as appropriate.

Section 19. Dispute Resolution

If there is any dispute or alleged default with respect to performance or obligations under this Franchise Agreement, City and Company shall attempt to resolve the dispute or reach agreement on any alleged default and/or any corrective action to be taken. Nothing in this section shall affect or impair the rights, obligations or remedies of City or Company under any applicable local, state or federal law.

Section 20. Acceptance

This ordinance shall take effect from and after the earliest period allowed by law, provided that Company shall file its written acceptance of this Franchise with the City Secretary within sixty (60) days after the adoption of this Franchise Agreement.

PASSED ON FIRST READING this 25th day of August, 2016.

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 at least ten (10) consecutive publication days, the first of which appearing not more than twenty (20) days next before the introduction of the ordinance before the council, to permit the public to be heard.

PASSED AFTER SECOND AND FINAL READING and PUBLIC HEARING this 8th day of September, 2016.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

Franchise Ordinance AEP

- Final Reading & Public Hearing for an Ordinance granting AEP Texas North Company, its successors and assigns, a non-exclusive right to use and occupy public rights-of-way within the City of Abilene for the Construction and Operation of an Electric Transmission and Distribution System.

CITY OF ABILENE TEXAS

City Council
Agenda Memo

City Council Meeting Date: 9/8/2016

TO: **Robert Hanna, City Manager**

FROM: **Mindy Patterson, Assistant City Manager**

SUBJECT: **Ordinance & Public Hearing:** ***(Final Reading)*** **Ordinance Adopting Fees and Charges for FY 16-17.** ***(Patterson)***

GENERAL INFORMATION

As part of the budget workshop on July 27, 2016 the City Council approved on first reading the Fee Ordinance. This ordinance incorporates City fees in one comprehensive document. All changes that were initiated by Council during the first reading are highlighted in the Exhibit A.

SPECIAL CONSIDERATIONS

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends that the City Council hold the public hearing and approve the Fee Ordinance on second and final reading.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
Ordinance - Fee Budget 2017	Cover Memo
Exhibit A - Fees & Charges	Exhibit
Presentation - Fee Ordinance	Cover Memo

ORDINANCE NO. ___D_____

AN ORDINANCE APPROVING AND ADOPTING FEES AND CHARGES FOR THE FISCAL YEAR OCTOBER 1, 2016, THROUGH SEPTEMBER 30, 2017, 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 5, 2016, filed a proposed budget with the City Secretary for the fiscal year commencing October 1, 2016; 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 September 8, 2016, 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 "A", 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., 2016.

PASSED ON FIRST READING on the 27th day of July, A.D. 2016.

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 8th day of September, A.D. 2016.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
ACCOUNTING	Credit Card fee per transaction		$2.00
	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	
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	
	Fingerprint background check	$55.00	
Conference Room	Use per day	$50.00	
ALARM FEES			
Alarm Fees	Commercial/business only (annual fee)	$50.00	
	Residential (annual fee)	$20.00	
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	
ALCOHOL BEVERAGE PERMIT	Beer		
(State Regulated)	Branch distributor's license	$150.00	
	General distributor's license	$600.00	
	Importer's license	$40.00	
	Local distributor's license	$150.00	
	Manufacturer's license	$1,500.00	
	Beer retailer's off premise	$120.00	
	Beer retailer's on premise	$300.00	
	Wine & beer retailer's license	$350.00	
	Wine & beer retailer's off premise	$120.00	
	Liquor		
	Brewer's permit	$750.00	
	Caterer's permit	$1,000.00	
	Distiller's and rectifier's permit	$3,000.00	
	Mixed beverage permit (after 3 years)	$1,500.00	
	Package store permit	$1,000.00	
	Wine only package store permit	$150.00	
	Wholesaler's permit	$3,750.00	
	Winery permit	$150.00	
ANIMAL SERVICES	*Note: City registration fees are required for all reclaimed dogs or cats that do not have current registration.		
	Dog and Cat Registration, Annual ($2 goes directly to Clinic providing service)	$8.00	
	Dangerous Dog permit, Annual	$50.00	
	Duplicate registration tag	$5.00	
Reclaiming Animals	DOGS & CATS *Note: Current City registration fees are required for all reclaimed animals.		
	Redemption fee (per animal, 1st offense - 12 months)	$20.00	
	Redemption fee (per animal, 2nd offense)	$30.00	
	Redemption fee (per animal, 3rd offense, no spay/neuter)	$50.00	
	Boarding fee, per day	$5.00	
	Microchipping fee		$15.00
	Rabies vaccination fee	$12.00	$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	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Livestock boarding, per head, per day	$5.00	
Adopting an Animal	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	
Other services	Non-resident release fee, per animal		$10.00
	Non-resident release fee, per litter		$20.00
	Vaccination Clinic Fees	$40.00	
	Bordetella	$10.00	
	Species Specific Annual Booster (canine or feline)	$10.00	
	Private cremation under 50 lbs	$75.00	
	Private cremation over 50 lbs	$115.00	
	Communal cremation under 50 lbs	$50.00	
	Communal cremation over 50 lbs	$90.00	
	Urn or Wooden Box for cremation remains	$40.00	
	Euthanasia Services	$5.00	$20.00
	Animal pick up fee for owner released euthanasia or cremation	$15.00	
	Animal remains delivery	$15.00	
	Disposal of small animals for Clinics picked up by Animal Services on assigned day	$2.00	
	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	$50.00	$100.00
BUILDING INSPECTION			
Other Inspections and Fees	Inspection outside of normal business hours (minimum charge 2 hours)	$200.00	
	Special request inspection (minimum charge 1 hour)	$100.00	
	Board of Building Standards and Mechanical, Electrical, and Swimming Pool Board of Appeals request for alternate methods and materials	$100.00	
	Contractor's registration (annually, due by December 31 of each year)	$65.00	
	Contractor's registration initial set up fee	$50.00	
	Stop work order release fee	$125.00	
	Staged occupancy fee	$150.00	
	Temporary Certificate of Occupancy	$300.00	
	Extension request for Temporary Certificate of Occupancy	$1,000.00	
Building Permit Fees by Valuation	Used to assess fees for new commercial, commercial add-ons and alterations, residential alterations, apartments and buildings with four or more units per building, and satellite dishes and towers.		
	Total valuation less than $2,000.00	$50.00	
	Total valuation $2,001.00 - $50,000.00	$50.00 for the first $2,000.00 plus $5.00 for each additional $1,000.00, or fraction thereof, to and including $50,000.00	
	Total valuation $50,001.00 - $500,000.00	$290.00 for the first $50,000.00 plus $4.00 for each additional $1,000.00 or fraction thereof, to and including $500,000.00	
	Total valuation $500,001.00 and up	$2,090.00 for the first $500,000.00 plus $2.25 for each additional $1,000.00 or fraction thereof	
Building Permit Fee	Minimum permit fee	$50.00	
	Reinspection fee	$75.00	
	Temporary buildings	$75.00	
	Demolition (residential)	$50.00	
	Demolition (1 story commercial structure)	$150.00	
	Demolition (Multi-story commercial structure)	$500.00	
	Residential new construction & additions (enclosed area)	$.12 sq. ft.	
	Residential carports & storage buildings	$.10 sq. ft.	
	Residential garage enclosures	$100.00	
	Foundation only	$100.00	
	Mobile home permit	$100.00	
	Swimming pool or spa (per $1,000.00 worth of valuation)	$4.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Certificate of Occupancy (not associated with other building permit)	$100.00	
	Address fee change Plan review fee - 25% of the assessed permit fee payable upon submittal. 25% to be credited upon issuance of building permit.	$100.00	
Electrical Other Inspections and Fees	Inspection outside of normal business hours (minimum charge two hours)	$200.00	
	Special request inspection (minimum charge one hour)	$100.00	
	Board of Building Standards and Mechanical, Electrical, and Swimming Pool Board of Appeals request for hearing for alternate methods and materials	$100.00	
	Contractor's registration (annually, due by December 31 of each year)	$65.00	
	Contractor's registration initial set up fee	$50.00	
	Stop work order release fee	$125.00	
Electrical Permit Fees	Minimum permit fee	$50.00	
	Reinspection fee	$75.00	
	Electrical device	$0.30	
	Lighting fixture (includes opening)	$0.55	
	Fixed or stationary appliances	$5.00	
	Exhaust or ventilation fan (fractional motor)	$2.00	
	Gas pump/dispenser	$5.00	
	Electric welder	$2.00	
	Motors fractional up to 3 HP	$1.50	
	Motors fractional 3 to 5 HP	$3.00	
	Motors above 5 HP	$5.00	
	Condenser unit/chiller less than 3 ton	$5.00	
	Condenser unit/chiller 3 up to and including 5 ton	$6.00	
	Condenser unit/chiller greater than 5 ton	$7.00	
	Lighted sign - pole mounted	$20.00	
	Lighted sign - exterior building mounted	$5.00	
	Lighted sign - interior	$2.50	
	Electric heat per kw	$0.50	
	Buss duct per foot	$0.50	
	Multi outlet assembly - first circuit	$1.00	
	Multi outlet assembly - additional circuit	$0.50	
	Temporary power pole	$30.00	
	Temporary service	$30.00	
	New service (per meter)	$25.00	
	Service (move, change, alter)	$25.00	
	Generator	$15.00	
	Elevator, dumbwaiter	$10.00	
	Area lighting pole up to 10' (less fixtures)	$2.00	
	Area lighting pole 10' and above (less fixtures)	$4.00	
	Residential permit - new or additions sq. ft.	$0.04	
	Residential permit - unfinished living space per sq. ft.	$0.03	
Fences Inspection Fee	Minimum fee	$50.00	
	Over 7' high	$3.00 per $1,000.00 of valuation	
Fireplace Inspection Fee	Minimum fee	$50.00	
	$3.00 per $1,000.00 of valuation		
Grading Permit Fees	50 cubic yards or less	$20.00	
	51 to 100 cubic yards	$22.50	
	101 to 1,000 cubic yards	$22.50 for the first 100 yards plus $10.50 for each additional 100 cubic yards or fraction thereof	
	1,001 to 10,000 cubic yards	$117.00 for the first 1,000 cubic yards plus $9.00 for each additional 1,000 cubic yards, or fraction thereof	
	10,001 to 1,000,000 cubic yards	$198.00 for the first 10,000 cubic yards, plus $40.50 for each additional 10,000 cubic yards or fraction thereof	
Housing Moving Permit	House moving permit	$100.00	
	If passing under a traffic control device per permit	$50.00	
	If a traffic control device must be moved	$150.00	
Mechanical Other Inspections and Fees	Inspection outside of normal business hours (minimum charge two hours)	$200.00	
	Special request inspection (minimum charge one hour)	$100.00	
	Board of Building Standards and Mechanical, Electrical and Swimming Pool Board of Appeals request for hearing and alternate methods and materials	$100.00	
	Contractor's registration (annually, due by December 31 of each year)	$65.00	
	Contractor's registration initial set up fee	$50.00	
	Stop work order release fee	$125.00	
Mechanical Permit Fees	Minimum permit fee	$50.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Reinspection fee	$75.00	
	Forced air or gravity type furnace: up to and including 150,000 BTUs	$10.00	
	Forced air or gravity type furnace: over 150,000 BTUs	$15.00	
	Floor furnaces, including vent	$8.00	
	Suspended unit heater or wall heater	$6.00	
	Boilers or refrigeration compressor 3 HP and below	$6.00	
	Boilers or refrigeration compressor over 3 HP, to/and including 15 HP	$10.00	
	Boilers or refrigeration compressor over 15 HP, to/and including 30 HP	$15.00	
	Boilers or refrigeration compressor over 30 HP, to/and including 50 HP	$25.00	
	Boilers or refrigeration compressor over 50 HP	$50.00	
	Air handler units 10,000 CFM and below	$5.00	
	Air handler units over 10,000 CFM	$8.00	
	Dryer, bathroom and kitchen ventilation fans, that are a portion of any heating or cooling system connected to a duct	$3.00	
	Installation of a refrigerant air conditioner system up to 7-1/2 tons	$10.00	
	Installation of a refrigerant air conditioner over 7-1/2 tons	$15.00	
	Installation of an incinerator	$4.00	
	Other appliances, etc.	$4.00	
	Type I grease hood	$25.00	
	Type II ventahood	$10.00	
	Duct (not part of permitted equipment) per inspection	$5.00	
	Fireplace (prefab)	$5.00	
	Hydronic piping test	$15.00	
Plumbing Other Inspections and Fees	Inspection outside of normal business hours (minimum charge two hours)	$200.00	
	Special request inspection (minimum charge one hour)	$100.00	
	Board of Building Standards and Mechanical, Electrical and Swimming Pool Board of Appeals request for hearing and alternate methods and materials	$100.00	
	Contractor's registration (annually, due by December 31 of each year)	$65.00	
	Contractor's registration initial set up fee	$50.00	
	Stop work order release fee	$125.00	
Plumbing Permits	Minimum permit fee	$50.00	
	Reinspection fee	$75.00	
	Water heater	$5.00	
	Each plumbing fixture	$2.00	
	Sand trap, grease trap, interceptors	$5.00	
	Sewer	$5.00	
	Trenchless sewer system	$40.00	
	Alley cuts, paved	$5.00	
	Alley cuts, gravel	$5.00	
	Water service line	$5.00	
	Gas service line	$5.00	
	Gas test	$7.50	
	Each gas opening	$1.50	
	Gas dryer	$3.00	
	Outside appliance	$3.00	
	Boiler to 3 HP	$6.00	
	Boiler 3 HP, to/and including 15 HP	$10.00	
	Boiler over 15 HP, to/and including 30 HP	$15.00	
	Boiler over 30 HP, to/and including 50 HP	$25.00	
	Boiler over 50 HP	$50.00	
	Residential irrigation system	$75.00	
	Commercial irrigation system fewer than or equal to 20 heads or fewer than or equal to 4 rotors	$75.00	
	Commercial irrigation system more than 20 heads or more than 4 rotors	$150.00	
	Mobile home sewer Ptrap	$5.00	
	Septic tank	$10.00	
	Water softener	$10.00	
	Rainwater roof drain	$3.00	
	Infrared radiant heaters	$5.00	
	Wall heaters	$5.00	
	Floor furnaces	$8.00	
	Unit heaters	$5.00	
	Backflow prevention device	$15.00	
	Temporary gas service	$15.00	
Roofing Permit Fees	Over five (5) squares	$.35 per square plus $10.00; minimum of $50.00	
	Five (5) squares or under	No charge	
Swimming Pool Contractor Fees	License fee for swimming pool contractor	$100.00	
	Annual renewal fee for swimming pool contractor	$75.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	License fee for above ground pools & spa contractors	$50.00	
	Annual renewal fee for above ground pools & spa contractors	$25.00	
	Annual renewal fee for inactive swimming pool contractor	$25.00	
	Swimming pool construction permit fee (per $1,000.00 worth of valuation)	$4.00	
	Minimum swimming pool construction permit	$100.00	
Tower and Satellite Dish Inspection	Dishes over 4' in diameter and towers/antennas over 20'		
	Minimum fee	$250.00	
	Total valuation less than $2,000.00	$250.00	
	Total valuation $2,001.00 $50,000.00	$50.00 for the first $2,000.00 plus $5.00 for each additional $1,000.00, or fraction thereof, to and including $50,000.00	
	Total valuation $50,001.00 $500,000.00	$290.00 for the first $50,000.00 plus $4.00 for each additional $1,000.00, or fraction thereof to and including $500,000.00	
	Total valuation $500,001.00 and up	$2,090.00 for the first $500,000.00 plus $2.25 for each additional $1,000.00, or fraction thereof	
BUS SERVICE (CITYLINK)	~~Correct change required, drivers do not carry change.~~		
	~~Passes~~		
This entire section of the fee ordinance is being removed. It will be a separate Resolution with the Federal Transit Authority process.	~~Passes offer unlimited rides for a 7-day or 31-day and are activated the first time they are inserted into the farebox.~~		
	~~Fixed Route Service~~		
	~~Adult fare~~		
	~~One way adult fare~~	~~$1.25~~	
	~~7-day adult pass~~	~~$12.00~~	
	~~31-day adult pass~~	~~$38.00~~	
	~~Youth fare (requires valid school ID)~~		
	~~One way youth fare~~	~~$0.75~~	
	~~7-day youth pass~~	~~$7.50~~	
	~~31-day youth pass~~	~~$20.00~~	
	~~Elderly/disabled fare (requires valid Medicare or Identification card)~~		
	~~One way elderly/disabled fare~~	~~$0.40~~	
	~~7-day elderly/disabled pass~~	~~$6.00~~	
	~~31-day elderly/disabled pass~~	~~$15.00~~	
	~~Pre-schoolers (0-4)~~	~~No charge~~	
	~~Transfer (with paid fare)~~	~~No charge~~	
	~~ADA Paratransit Service~~		
	~~Regular service area fare~~	~~$1.50~~	
	~~Extended service area fare~~	~~$2.25~~	
	~~10-ride ticket book (regular service area)~~	~~$15.00~~	
	~~Alternate destination surcharge~~	~~$4.00~~	
	~~Evening Service~~		
	~~Work and school related trips~~	~~$2.00~~	
	~~General trips~~	~~$5.00~~	
	~~10-ride ticket book (CDBG/work related trips)~~	~~$20.00~~	
	~~10-ride ticket book (general trips)~~	~~$50.00~~	
	~~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			
Disinterments	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	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Cremains	$350.00	
	County	$375.00	
		Monday - Friday	
		After 3:00 pm	
	Adult	$1,000.00	
	Infant	$475.00	
	Cremains	$475.00	
	County	Not available	
		Saturday	
		Before 1:00 pm	
	Adult	$1,200.00	
	Infant	$600.00	
	Cremains	$600.00	
	County	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	
CIVIC CENTER	Seating capacity: 2,091 (includes 12 wheelchair spaces)		
ALL Fees	An additional 90 seats may be added in the orchestra pit		
Civic Center Auditorium	Prices do not include stage fees		
	Events continuing past midnight must be approved in advance by the Civic Center Manager. An hourly pro-rated charge equal to 1/4 of the regular rental will be required.		
	No charge for Foyer, Red Carpet Lobby, Mezzanine, 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.		
	Commercial - private promotion, stage variety (excluding rock groups)		
	Noncommercial, fundraising - nonprofit sponsor, stage or variety, % of or all receipts to spons. Includes: symphony, civic, colleges Admission charge or collection taken.		
	Noncommercial, non-fundraising - sponsored as a public service, stage, variety, or meeting. Free admission.		
Auditorium	Per show	Commercial	
	8:00 AM - 12 noon	$450.00	
	12 noon - 6:00 PM	$600.00	
	6:00 PM - 12 midnight	$800.00	
	8:00 AM - 12 midnight	$950.00	
	Second show add 1/2		
	Rock groups		
	12 noon - 6:00 PM	$900.00	
	6:00 PM - midnight	$1,200.00	
	Move-in, set-up, move-out, rehearsals		
	8:00 AM - 12 noon	$225.00	
	12 noon - 6:00 PM	$300.00	
	6:00 PM - midnight	$350.00	
	8:00 AM - midnight	$425.00	
	Per show	Noncommercial Fundraising	
	8:00 AM - 12 noon	$325.00	
	12 noon - 6:00 PM	$475.00	
	6:00 PM - 12 midnight	$565.00	
	8:00 AM - 12 midnight	$650.00	
	Second show add 1/2		
	Move-in, set-up, move-out, rehearsals		
	8:00 AM - 12 noon	$175.00	
	12 noon - 6:00 PM	$225.00	
	6:00 PM - midnight	$300.00	
	8:00 AM - midnight	$375.00	
	Per show	Noncommercial non-fundraising	
	8:00 AM - 12 noon	$275.00	
	12 noon - 6:00 PM	$400.00	
	6:00 PM - 12 midnight	$475.00	
	8:00 AM - 12 midnight	$575.00	
	Second show add 1/2		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Move-in, set-up, move-out, rehearsals		
	8:00 AM - 12 noon	$125.00	
	12 noon - 6:00 PM	$200.00	
	6:00 PM - midnight	$225.00	
	8:00 AM - midnight	$300.00	
Stage fees	Stage fees	Amount as incurred by the City of Abilene	
Conference Center	13,400 square feet		
	Prices do not include set fees		
	Commercial		
	Noncommercial, fundraising - tickets sold, booths rented		
	Noncommercial, non-fundraising - free admission, booths not rented		
	All activities	Commercial	
	8:00 AM - 12 noon	$330.00	
	12 noon - 6:00 PM	$425.00	
	6:00 PM - 12 midnight	$500.00	
	8:00 AM - 12 midnight	$600.00	
	Move-in		
	8:00 AM - 12 noon	$125.00	
	12 noon - 6:00 PM	$150.00	
	6:00 PM - midnight	$175.00	
	8:00 AM - midnight	$225.00	
	Per show	Noncommercial Fundraising	
	8:00 AM - 12 noon	$300.00	
	12 noon - 6:00 PM	$350.00	
	6:00 PM - 12 midnight	$425.00	
	8:00 AM - 12 midnight	$500.00	
	Second show add 1/2		
	Move-in		
	8:00 AM - 12 noon	$125.00	
	12 noon - 6:00 PM	$150.00	
	6:00 PM - midnight	$175.00	
	8:00 AM - midnight	$225.00	
		Non Commercial	
	Per show	Non Fundraising	
	8:00 AM - 12 noon	$275.00	
	12 noon - 6:00 PM	$325.00	
	6:00 PM - 12 midnight	$400.00	
	8:00 AM - 12 midnight	$450.00	
	Second show add 1/2		
	Move-in		
	8:00 AM - 12 noon	$100.00	
	12 noon - 6:00 PM	$125.00	
	6:00 PM - midnight	$150.00	
	8:00 AM - midnight	$175.00	
Conference Rooms		Conference Room 1	
	All activities	(2,762 square feet)	
	8:00 AM - 12 noon	$100.00	
	12 noon - 6:00 PM	$125.00	
	6:00 PM - 12 midnight	$150.00	
	8:00 AM - 12 midnight	$175.00	
	Move-in		
	8:00 AM - 12 noon	$50.00	
	12 noon - 6:00 PM	$75.00	
	6:00 PM - midnight	$100.00	
	8:00 AM - midnight	$125.00	
		Conference Room 2	
	Per Activity	(4,631 square feet)	
	8:00 AM - 12 noon	$175.00	
	12 noon - 6:00 PM	$200.00	
	6:00 PM - 12 midnight	$225.00	
	8:00 AM - 12 midnight	$250.00	
	Move-in		
	8:00 AM - 12 noon	$75.00	
	12 noon - 6:00 PM	$100.00	
	6:00 PM - midnight	$125.00	
	8:00 AM - midnight	$150.00	
		Conference Room 3	
	Per Activity	(3,087 square feet)	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	8:00 AM - 12 noon	$100.00	
	12 noon - 6:00 PM	$125.00	
	6:00 PM - 12 midnight	$150.00	
	8:00 AM - 12 midnight	$175.00	
	Move-in		
	8:00 AM - 12 noon	$50.00	
	12 noon - 6:00 PM	$75.00	
	6:00 PM - midnight	$100.00	
	8:00 AM - midnight	$120.00	
		Conference Room 4	
	Per Activity	(2,914 square feet)	
	8:00 AM - 12 noon	$100.00	
	12 noon - 6:00 PM	$125.00	
	6:00 PM - 12 midnight	$150.00	
	8:00 AM - 12 midnight	$175.00	
	Move-in		
	8:00 AM - 12 noon	$50.00	
	12 noon - 6:00 PM	$75.00	
	6:00 PM - midnight	$100.00	
	8:00 AM - midnight	$125.00	
		Upstairs Conference Room	
	Per Activity	(3,500 square feet)	
	8:00 AM - 12 noon	$110.00	
	12 noon - 6:00 PM	$140.00	
	6:00 PM - 12 midnight	$175.00	
	8:00 AM - 12 midnight	$220.00	
	Move-in		
	8:00 AM - 12 noon	$55.00	
	12 noon - 6:00 PM	$75.00	
	6:00 PM - midnight	$100.00	
	8:00 AM - midnight	$135.00	
Exhibit hall	20,000 square feet		
	Prices do not include set fees		
	Commercial		
	Noncommercial, fundraising - tickets sold, booths rented		
	Noncommercial, non-fundraising - free admission, booths not rented		
	All activities	Commercial	
	8:00 AM - 12 noon	$330.00	
	12 noon - 6:00 PM	$440.00	
	6:00 PM - 12 midnight	$550.00	
	8:00 AM - 12 midnight	$660.00	
	Move-in		
	8:00 AM - 12 noon	$165.00	
	12 noon - 6:00 PM	$220.00	
	6:00 PM - midnight	$275.00	
	8:00 AM - midnight	$300.00	
	Per Activity	Noncommercial Fundraising	
	8:00 AM - 12 noon	$300.00	
	12 noon - 6:00 PM	$385.00	
	6:00 PM - 12 midnight	$425.00	
	8:00 AM - 12 midnight	$550.00	
	Move-in		
	8:00 AM - 12 noon	$150.00	
	12 noon - 6:00 PM	$200.00	
	6:00 PM - midnight	$225.00	
	8:00 AM - midnight	$250.00	
		Non Commercial	
	Per Activity	Non Fundraising	
	8:00 AM - 12 noon	$275.00	
	12 noon - 6:00 PM	$325.00	
	6:00 PM - 12 midnight	$400.00	
	8:00 AM - 12 midnight	$450.00	
	Move-in		
	8:00 AM - 12 noon	$125.00	
	12 noon - 6:00 PM	$150.00	
	6:00 PM - midnight	$175.00	
	8:00 AM - midnight	$200.00	
	Foyer - no charge when used as an entry to the Exhibit Hall		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Events continuing past midnight must be approved in advance by the Civic Center Manager. An hourly prorated charge equal to 1/4 of the regular rental will be required.		
	Entertainers will be allowed 1 hour free move-out. Time beyond the initial one hour move out will be assessed at the "past midnight rate."		
	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		Foyer	
	8:00 AM - 12 noon	$300.00	
	12 noon - 6:00 PM	$350.00	
	6:00 PM - 12 midnight	$375.00	
	8:00 AM - 12 midnight	$450.00	
	Move-in, set-up other than day of event		
	8:00 AM - 12 noon	$125.00	
	12 noon - 6:00 PM	$150.00	
	6:00 PM - 12 midnight	$175.00	
	8:00 AM - 12 midnight	$200.00	
		Red Carpet Lobby	
	8:00 AM - 12 noon	$125.00	
	12 noon - 6:00 PM	$150.00	
	6:00 PM - 12 midnight	$200.00	
	8:00 AM - 12 midnight	$250.00	
	Move-in, set-up other than day of event		
	8:00 AM - 12 noon	$75.00	
	12 noon - 6:00 PM	$100.00	
	6:00 PM - 12 midnight	$125.00	
	8:00 AM - 12 midnight	$175.00	
		Stage	
	8:00 AM - 12 noon	$125.00	
	12 noon - 6:00 PM	$150.00	
	6:00 PM - 12 midnight	$250.00	
	8:00 AM - 12 midnight	$300.00	
		Conference Room 102	
	8:00 AM - 12 noon	$100.00	
	12 noon - 6:00 PM	$100.00	
	6:00 PM - 12 midnight	$100.00	
	8:00 AM - 12 midnight	$100.00	
		Green Room	
	8:00 AM - 12 noon	$75.00	
	12 noon - 6:00 PM	$100.00	
	6:00 PM - 12 midnight	$125.00	
	8:00 AM - 12 midnight	$150.00	
		VIP Suite	
	8:00 AM - 12 noon	$100.00	
	12 noon - 6:00 PM	$125.00	
	6:00 PM - 12 midnight	$175.00	
	8:00 AM - 12 midnight	$200.00	
		Meeting Rooms (Per Room)	
		201/2, 203/4, 205/6, 207/8, 209/10	
	8:00 AM - 12 noon	$100.00	
	12 noon - 6:00 PM	$100.00	
	6:00 PM - 12 midnight	$100.00	
	8:00 AM - 12 midnight	$100.00	
	Patio or Plaza	$25.00/hour	
Entire Building	Conventions and others approved by manager, not including set-up for banquets and parties		
	8:00 AM - 12 midnight	$2,100.00	
	Move-in, set-up other than day of event		
	8:00 AM - 12 midnight	$1,400.00	
	Events continuing past midnight must be approved in advance by the Civic Center Manager. An hourly pro-rated charge equal to 1/4 of the regular rental will be required.		
	Meeting Room rental includes set-up (tables and chairs) to capacity at no additional charge. Other equipment subject to fees listed on Equipment Rental list.		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Meetings which exceed the capacity of available meeting rooms may be referred to the Exhibit Hall with a rate established by the Manager; however, the minimum shall be $125.00 plus set-up fees.		
	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.		
	Entertainment groups will be allowed one hour free move-out. Time beyond the initial one hour move-out will be assessed at the "past midnight rate."		
	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		
	On site	$25.00/day, $100.00/week	
	Off site	$40.00/day, $200.00/week	
	Fogger		
	On site	$35.00/day, $120.00/week	
	Off site	$45.00/day, $240.00/week	
	Dimmer Pack		
	On site	$100.00/day, $200.00/week	
	Off site	$200.00/day, $400.00/week	
	Light Trees		
	On site	$25.00/day, $100.00/week	
	Off site	$50.00/day, $200.00/week	
	AUDIOVISUAL		
	2-19" tv/vcr	$25.00	
	1-46" tv/vcr	$50.00	
	1-52" tv/vcr	$50.00	
	4-dvd player	$25.00	
	2-vcr (only)	$25.00	
	A/V cart	$10.00	
	Screen, 6' x 8'	$15.00	
	Screen, 10' x 10'	$15.00	
	Screen, front/rear proj. 14' x 16'	$120.00	
	Spotlight (plus tech)	$30.00	
	BOOTHS		
	Booth assembly (pipe and drape), 10' x 10', each	$20.00	
	CHAIRS		
	Padded	$2.00	
	Plastic	$2.00	
	LABOR		
	Set up resets per reset	$50.00 - $500.00	
	Hanging Banner (limited)	No charge	
	Excessive clean-up/damage deposit	$50.00 - $500.00	
	MICROPHONES		
	Wireless (lapel or hand-held)	$50.00	
	SM 57 or SM 58	$15.00	
	827	$15.00	
	MISCELLANEOUS EQUIPMENT		
	Unapproved storage fee	$50.00 - $500.00	
	Marker board	No charge	
	Flip chart	$10.00	
	Extension cords (electrical)	$5.00/event	
	Telephone (local calls only)	No charge	
	Phone Line (available areas limited)	$50.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	2-way radios	No charge	
	Grand Piano		
	Non-commercial	$50.00	
	Commercial	$100.00	
	Parking	No charge	
	RV Parking	$10.00/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' x 8' section	$20.00	
	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	
	Cafe Table	$5.00	
	Steward (per hour)	$20.00	
Stage Fees	Rigger (per hour)	$30.00	
	Technical (per hour)	$25.00	
	Non-Technical (per hour)	$18.50	
	Performance (minimum)	$72.00	
CIVIC ABILENE FEES	BOX OFF FEES		
	If tickets sold by Civic Abilene, Inc, there is a per ticket surcharge	$2.00	
	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		
	Fax (outgoing) per page	$2.00	
	Fax (incoming) per page	$1.00	
	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		
	10 cups	$3.00	
	55 cups	$14.00	
	100 cups	$25.00	
	Tea		
	10 cups	$3.00	
	55 cups	$14.00	
	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.		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Easels	$3.00	
	CD Player	$10.00	
	Dance Floor (per 4'x4' square)	$1.00	
	Mirror Ball	$25.00	
	Upright Piano	$30.00	
CODE COMPLIANCE			
Food Inspection & Permit	Temporary food permit and/or inspection	$50.00	
	Food permits 4 times a year	$225.00	$235.00
	Food permits 3 times a year	$175.00	$185.00
	Food permits 2 times a year (and multi-seasonal)	$100.00	$110.00
	Food permit 1 time a year	$50.00	$60.00
	Food permit 1 time a year (seasonal, temporary, and non-profit) - snow cone, ball parks	$50.00	$60.00
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	
	Over 1 acre for the first 2 acres each	$65.00	
	After 2nd acre each	$40.00	
	Adminstative fee	$100.00	
Septic Systems	Septic system permit and/or inspection	$200.00	
Swimming Pool/Spa	Swimming pool/spa permit	$100.00	
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)	$105.00	$120.00
	Full Day (8:00AM - 11:00PM)	$205.00	$230.00
		Nonprofit, fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	$130.00	$140.00
	Full Day (8:00AM - 11:00PM)	$255.00	$275.00
		Commercial, fundraising	
	Half Day (8:00AM - 3:00 PM or 4:00PM - 11:00PM)	$155.00	$200.00
	Full Day (8:00AM - 11:00PM)	$305.00	$350.00
FIRE INSPECTION FEES	Nursing homes, foster homes, ICF/MR homes, hospitals, daycares, etc.		
State Licensing Inspections	0 - 6,000 sq. ft.	$15.00	$20.00
	6,001 - 12, 000 sq. ft.	$30.00	$35.00
	12,001 - 24,000 sq. ft.	$60.00	$75.00
	Over 24, 000 sq. ft.	$100.00	$135.00
Operational Permits	Operational Permits:	$25.00	$35.00
	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		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	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)		
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		$60.00
	Permanent structures 5,001 - 12,000 sq. ft.		$65.00
	Permanent structures 12,001 - 24,000 sq. ft.		$85.00
	Permanent structures Over 24, 000 sq. ft.		$100.00
HEALTH SERVICES	Birth certificate per copy	$23.00	
	Death certificate first copy	$21.00	
	Death certificate additional copies (if ordered with initial copy)	$4.00	
	Chest x-ray	$50.00	
	Copies of shot records	$0.25	
	Dental -private pay	$150.00	
	Immunization evaluations	$10.00	
	TB skin test	$15.00	
M.E.R.C.Y. Clinic	Gonorrhea, chlamydia, HIV, syphlis	$10.00	
	Birth control pills	$5.00	
	Nuvaring	$15.00	
	Depo provera shot	$30.00	
	HEP C	$15.00	
Testing	Pregnancy	$5.00	
	Albumin	$10.00	
	Alk. Phosphatase	$10.00	
	ALT (SGPT)	$10.00	
	AST (SGOT)	$10.00	
	BMP	$30.00	
	BUN	$10.00	
	Calcium	$10.00	
	CBC w/Diff	$25.00	
	CBC w/o Diff	$20.00	
	Cholesterol	$15.00	
	CMP	$35.00	
	Creatinine	$10.00	
	Electrolyte Profile	$30.00	
	Glucose	$15.00	
	GTT 1 Hr 50g	$20.00	
	GTT 2 Hr 75g (3 Draws)	$55.00	
	GTT 2 Hr 75g (4 Draws)	$70.00	
	GTT 3 Hr 75g (100g Gest.)	$75.00	
	HDL	$25.00	
	Hematocrit & Hemoglobin	$20.00	
	Lipid Panel	$55.00	
	Liver	$30.00	
	Occult Blood	$35.00	
	Potassium	$10.00	
	Rabies (animal head shipment to Austin)	$25.00	
	RPR Monitor w/Refl	$5.00	
	Sed Rate	$15.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Total Bilirubin	$10.00	
	Total Protein	$10.00	
	Trigliceride	$25.00	
	Urinalysis (Micro)	$15.00	
	Urinalysis (Macro)	$15.00	
	1, 25 Dihydroxy Vit D	$125.00	
	24 hr Urine Creat/Protein	$45.00	
	25 Hydroxy Vit D	$95.00	
	ABO Group & RH Type	$10.00	
	AFP (Maternal serum)	$60.00	
	AFP (Tumor Marker)	$60.00	
	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	
	Ck/CPK, Total	$15.00	
	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	
	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	
	FSH & LH	$75.00	
	GGT	$20.00	
	H. Pylori Antigen-Stool	$50.00	
	H. Pylori IGG Ab	$51.00	
	HCG Serum QN	$30.00	
	Hemoglobin A1C w/MPG	$20.00	
	Hemoglobin Electrophoresis (See sickle)	$15.00	
	Hep A Ab Total	$45.00	
	Hep A IGM Ab	$15.00	
	Hep ABC	$105.00	
	Hep B 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	
	Heterophile Monoscreen	$10.00	
	HIV 1/2 Refl WB	$74.00	
	Homocysteine	$45.00	
	HSV 1/2	$65.00	
	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	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	LH	$40.00	
	Lipase	$20.00	
	Lithium	$25.00	
	Lupus Anticoag	$80.00	
	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	
	MMR Titer	$65.00	
	Mono Spot/Heterophile Mono	$10.00	
	Mumps Virus IGG, EIA	$25.00	
	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	
	Prostate Specific Ag (PSA)	$25.00	
	Protein C Ag	$35.00	
	PSA F&T	$66.00	
	PTH, Intact & Calcium	$100.00	
	PTT Activated	$20.00	
	Renal Funcion Panel	$15.00	
	Reticulocyte Count	$10.00	
	Rheumatoid Factor (RA)	$15.00	
	Rubella IGG Ab	$10.00	
	Sickle Cell Screen	$15.00	
	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	
	Testosterone Free (Female)	$190.00	
	Testosterone, Total (Male)	$55.00	
	TSH	$30.00	
	Uric Acid	$10.00	
	Urine culture	$40.00	
	Varicella (VCV) IGG Ab	$30.00	
	Vitamin A	$150.00	
	Vitamin B12	$30.00	
	Water (bacteriological)	$25.00	
Vaccinations (Shots)		Private Pay	
	DT	$35.00	
	DTAP	$30.00	
	KINRIX	$145.00	
	FLU	$25.00	
	FLU/PNEUMONIA	$85.00	
	PNEUMONIA	$75.00	
	HEPATITIS A	$40.00	
	HEPATITIS B	$45.00	
	TWINRIX	$65.00	
	GARDASIL	$165.00	
	MENINGOCOCCAL	$100.00	
	MENOMUNE	$130.00	
	MMR	$60.00	
	MMRV	$165.00	
	PENTACEL	$85.00	
	POLIO	$35.00	
	PRE-EXPOSURE RABIES	$230.00	
	PREVNAR	$175.00	
	ROTATEQ	$85.00	
	TD	$30.00	
	TDAP	$45.00	
	TYPHIM VAC	$85.00	
	TYPHOID ORAL	$70.00	
	VARICELLA	$100.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	YELLOW FEVER	$140.00	
	ZOSTAVAX	$190.00	
	HIB	$25.00	
	MISC INJECTIONS	$5.00	
		Vaccine for Children	
	DT	$10.00	
	DTAP	$10.00	
	KINRIX	$10.00	
	FLU	$10.00	
	HEPATITIS A	$10.00	
	HEPATITIS B	$10.00	
	GARDASIL	$10.00	
	MENINGOCOCCAL	$10.00	
	MMR	$10.00	
	MMRV	$10.00	
	PENTACEL	$10.00	
	POLIO VACCINATIO	$10.00	
	PREVNAR	$10.00	
	ROTATEQ	$10.00	
	TD	$10.00	
	TDAP	$10.00	
	VARICELLA	$10.00	
	HIB	$10.00	
		Adult Safety Net	
	PNEUMONIA	$20.00	
	HEPATITIS A	$20.00	
	HEPATITIS B	$20.00	
	TWINRIX	$20.00	
	GARDASIL	$20.00	
	MENINGOCOCCAL	$20.00	
	MMR	$20.00	
	PREVNAR	$20.00	
	TD	$20.00	
	TDAP	$20.00	
	VARICELLA	$20.00	
	ZOSTAVAX	$20.00	
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-Taylor County resident cards are available to Texans presently residing outside the City of Abilene and Taylor County per year.	$10.00	
	Library cards are free to all City Abilene residents and to those who own property in the City of Abilene or Taylor County as well as Dyess active duty & families and City of Abilene employees.		
	Late fees books, audio books, DVDs, and videos	$.25 a day, maximum $5.00	
	Lost and damaged materials. The processing fee is not refundable.	Price of the item plus a $5.00 processing fee	
	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.		
	Rental fees for the rooms are per hour or any part of an hour.	$10.00	
	Black and white copies per page	$0.15	
	Color copies per page	$0.45	
	Flash drives	$5.00	
	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
	South branch meeting room - nonprofit group per event		No charge

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	South branch technology fee for usage of the advance technology per event		$25.00
MAXWELL MUNICIPAL GOLF COURS	Green fees: weekday		
	Walking	$16.50	
	Riding	$28.50	
	Junior/senior walking	$12.00	
	Junior/senior riding	$24.00	
	Green fees: weekend		
	Walking	$23.00	
	Riding	$35.00	
	Junior/senior walking	$16.50	
	Junior/senior riding	$28.50	
	Twilight: weekday		
	3:30 no cart	$14.00	
	3:30 with cart	$22.00	
	5:30 with cart	$13.00	
	5:30 walking	$7.00	
	Twilight: weekend		
	3:30 no cart	$17.50	
	3:30 with cart	$25.50	
	5:30 with cart	$15.00	
	5:30 walking	$8.00	
	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 Camp per person	$200.00	
	Lessons	Set by the instructor	
MUNICIPAL COURT	Court Security	$3.00	
	Court Technology	$4.00	
	Both fees are added to every citation that is filed in the court with the exception of parking violations.		
	Court Cost for Defensive Driving		
	Regular citation	$109.00	
	Offense in school zone	$134.00	
	Warrant Fee - executing or processing a warrant, capias, or capias pro fine.	$50.00	
Teen Court Fee	Administrative court fee	$20.00	
PARKS AND RECREATION			
Parks	Athletic field marking, hourly rate - does not include paint	$20.00	
	Ball Field Lights, hourly rate	$20.00	
	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
Recreation	Adaptive recreation - For program fees and eligibility guidelines contact Adaptive recreation at (325)676-6575 (in Rose Park)		
	Adaptive recreation Private pay - monthly	$32.00	
	Adaptive recreation non private pay	State agency approved rate based on service level	
	Bike race/ride - individual	$25.00	
	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 dance option	$25.00	
	Daddy daughter date night each additional daughter	$10.00	
	Daddy daughter date night meal and dance option	$35.00	
	Daddy daughter date night each additional daughter	$10.00	
	Half marathon individual	$25.00	
	Half marathon team	$40.00	
	Half marathon day of registration - additional	$10.00	
	Heals & wheels duatholon individual	$25.00	
	Heals & wheels duathlon team	$40.00	
	Heals & wheels day of registration - additional	$10.00	
	Leagues youth girls volleyball per person per season	$45.00	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	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	$10.00	
	Leagues adult volleyball per person per season	$45.00	
	Leagues spikeball per person per person per season	$10.00	
	Recreation Activity Buildings: Maximum capacity Rose Park Recreation Center = 75 Cobb Recreation Center = 63.		
	A $50.00 damage deposit is payable when the key is picked up. Admin/User Fee: $5.00		
		Private Non fundraising	
	9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	$100.00	
	9:00 AM - 12:00 AM per activity	$150.00	
		Non Profit fundraising	
	9:00 AM - 4:00 PM or 5:00 PM - 12:00 AM per activity	$125.00	
	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	$150.00	
	9:00 AM - 12:00 AM per activity	$300.00	
	Recreation Center: Rates are hourly. A $50.00 damage deposit is payable at the time the reservation is made. Admin/ User Fee: $5.00		
	Private, non-fundraising per hour	$25.00	
	Non-profit, fundraising per hour	$35.00	
	Commercial, fundraising per hour	$45.00	
	Senior Citizens 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	$350.00	
	Half-day rental 7 hour time frame (your choice)		
	Between 9:00 AM and 11:00 PM	$250.00	
	Dining Room (includes use of 40-3'x3' tables and 180 stack chairs)		
	Full-day rental 9:00 AM - 11:00 PM	$350.00	
	Half-day rental 7 hour time frame (your choice)		
	Between 9:00 AM and 11:00 PM	$250.00	
	Patio		
	Full-day rental	$100.00	
	Half-day rental 7 hour time frame (your choice)		
	Between 9:00 AM and 11:00 PM	$50.00	
	Senior talent show admission fee	$5.00	
	Special events may be added upon approval of the City Manager or his designee		
	Summer playground program: Session I & II - Per child, per session Admin/User Fee: $5.00	$150.00	
	Summer playground program: Session III - Per child per session Admin/User Fee: $5.00	$70.00	
	Swimming pool: 2 and under		No charge
	Swimming pool: Youth	$2.00	-
	Swimming pool: Child less than 48" tall		$4.00
	Swimming pool: Child / adolescent 48" tall		$6.00
	Swimming pool: Adult	$4.00	$6.50
	Swimming pool rental: All rates hourly, based on number of people. Pricing includes lifeguard. Maximum of 200 participants for private parties		
	Rental hours: Monday - all day, Tuesday through Sunday, 6:30 PM - 9:00 PM		
	25 people or less	$50.00	
	26 - 50 people	$75.00	
	51 - 100 people	$100.00	
	Swimming pool: Doggie splash day - per dog	$3.00	
	TAAF Flag Football: Per team	$350.00	
	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	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Tennis center ball machine rental rate and privileges - Hourly rate (non-members)	$15.00	
	Tennis center ball machine - Yearly registration	$100.00	
	Tournament fee: Per team / per tournament	$25.00	
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.com) 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	
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.		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
(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.		
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	$25.00 No tax	
Cardboard Collection Services	Sales tax is extra on services		
	Cardboard recycling 8 yard container, once a week collection per month	$55.00	
	Each additional collection at same site	$25.00	
	A 40-yard closed body container per month up to 1 time per week collection	$80.00	
Freon Units/Other Appliances	No tax		
	Residential Freon unit - 1st unit	No Charge	
	Residential Freon unit - 2nd unit	$5.00	
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	
	Delivery charge inside City limits	$25.00 No tax	
	Bagged - regrind per bag	$1.50	$2.00
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	
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	
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	$1.75	
	Infrastructure charge per month all accounts	$1.50	
Residential			
	Regular collection services monthly charge	$14.35	
	Additional fee for small business in the home (daycare, beauty shop, etc.)	$7.50	
	Carry-Out Service (no new customers accepted)		
	10-50 feet	$23.75	
	50-100 feet	$41.75	
	100-150 feet	$60.75	
Commercial	One time per week collection		
Frontloader Services	2 yard container per month	$19.73	
	3 yard container per month	$29.40	
	4 yard container per month	$40.58	
	6 yard container per month	$55.93	
	8 yard container per month	$71.78	
	Two times per week collection		
	2 yard container per month	$37.45	
	3 yard container per month	$55.80	
	4 yard container per month	$77.15	
	6 yard container per month	$105.85	
	8 yard container per month	$135.55	
	4 times per week collection		
	2 yard container per month	$78.15	
	3 yard container per month	$118.85	
	4 yard container per month	$162.55	
	6 yard container per month	$221.95	
	8 yard container per month	$283.35	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Non-scheduled service per empty	$35.00	
	Environmental charge per month	$1.75	
	Infrastructure charge per month	$1.50	
Extra Collections	On regular route		
	2 yard container	$18.00	
	3 or 4 yard container	$29.00	
	6 or 8 yard container	$36.00	
	Off regular route		
	2 yard container	$25.00	
	3 or 4 yard container	$44.00	
	6 or 8 yard container	$52.00	
Stationary Compactor Service			
	City-Owned Unit* / Privately-Owned		
	30 Yd / 40 Yd / 20 yd / 30 Yd / 40 Yd		
Collections per week 1	$ 1301 / $ 1531 / $ 895 / $ 1125 / $ 1355		
Collections per week 2	2426 / 2886 / 1790 / 2250 / 2710		
Collections per week 3	3551 / 4241 / 2685 / 3375 / 4065		
Collections per week 4	4676 / 5596 / 3580 / 4500 / 5420		
	*Includes $176.00 per month rental rate		
Extra Collections			
	20 yard container	$233.00	
	30 yard container	$292.00	
	40 yard container	$351.00	
Brush and Bulky	Knuckle boom truck - city crew loading service per load	$66.00	
	Rear loader truck - city crew loading per hour	$40.00	
On Call Service	City-Owned Unit* / Privately-Owned		
	30 Yd / 40 Yd / 20 yd / 30 Yd / 40 Yd		
	$ 292 / $ 351 / $233 / $292 / $ 351		
	*Includes $176.00 per month rental rate		
Compactors for Recycle Only	City-Owned Unit Rental Rate	$176.00	
	Per Delivery to Recycler	$75.00	
	Privately-Owned Unit		
	Per Delivery to Recycler	$75.00	
Turning Charge	Per Collection	$40.00	
Roll-Off Open Scheduled	Per Week / 20 yd / 30yd / 40 yd		
	1 / $ 883.00 / $ 1108.00 / $1332.00		
	2 / 1766.00 / 2216.00 / 2664.00		
	3 / 2649.00 / 3324.00 / 3996.00		
Roll-Off Non Scheduled			
	Container Size	Per Collection	
	20 yard	$230.00	
	30 yard	$288.00	
	40 yard	$345.00	
Roll-Off Non-Scheduled (short term)	Size / Charge / Daily Rental / Per Collection Charge		
	20/30/40 yard / $40 / $3 / $115 haul+$25 per ton		
Open Top Containers	Permanent per month	$150.00	
Commercial Sideloader	100 gallon	$21.10	
(emptied 2 times per week)	200 gallon	$46.10	
	300 gallon shared by 2 com. Each	$23.05	
	300 gallon shared by 3 com. Each	$15.37	
	300 gallon shared by 1 com. & 1 res.	$23.05 & $13.60	
Container Exchange/Refurbishment	100 or 300 gallon	$30.00	
	2 yard	$45.00	
	3 yard	$55.00	
	4 yard	$72.00	
	6 yard	$88.00	
	8 yard	$105.00	
Special Event Service	90 gallon per cart per dump	$2.35	
	300 gallon per container per dump	$5.35	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	4 cubic yard per container per dump	$29.00	
	8 cubic yard per container per dump	$36.00	
	20 cubic yard per container per dump	$233.00	
	30 cubic yard per container per dump	$281.00	
	40 cubic yard per container per dump	$338.00	
	Flatbed truck per load	$66.00	
SPECIAL EVENT LICENSE	Category A : no control over the street; pre-approved route; not in Downtown Area	$25.00	
	Category B: less than 24 hours in durantion; 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	
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	$1.85	$2.05
	Tier 2 1,281 to 2,880 square feet	$2.45	$2.70
	Tier 3 > 2,880 square feet	$2.95	
	Tier 3 2,881 - 3,500		$3.25
	Tier 4 > 3,500 square feet		$3.95
	COMMERCIAL		
	minimum rate	$5.00	
	per square foot	$0.00050	$0.00055
	maximum rate	$25.00	$50.00
	Environmental Charge	$0.75	$0.85
STREETS	Hot mix asphalt (ton)	$67.75	
FY 16 Material Costs	Base (cu. yd.)	$15.60	
	Grade #6	$18.08	
	CBS-1 (gallon)	$4.25	
	Clean up (ton)	$23.14	
Street or Alley Excavations		Base Cost	
	Base repair in alley - plumber's ditch up to 12 cu. yds./ditch (plumber backfill & cleanup)	$323.79	
	Base repair in alley - plumbers ditch up to 12 cu. yds./ditch (City backfill & cleanup)	$449.61	
	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)	$1,032.54	
	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)	$1,111.84	
	Saw Blade	$19.50	
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	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	
TRANSPORTATION NETWORK (UBER	Permit Fee (Yearly)	$500.00	
WATER	Service to all domestic housing of three units or less.		
Residential	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	$3.00	$3.00
	6,001 - 15,000 gallons per thousand gallons	$4.26	$5.15
	Over 15,000 gallons per thousand gallons	$5.86	$7.15
	+ O.H. Ivie Charge ... $0.60 per thousand gallons		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	Outside of City limits, double above rates for water consumption		
Sewer			
	Customer Service Charge	$12.00 minimum	
	First 10,000 gallons per thousand gallons	$1.55	
	Over 10,000 gallons	No Charge	
Environmental	All Accounts per account	$2.50	
	This fee supports the Stormwater Services and the Solid Waste Environmental Program ($.75 to Stormwater Services and $1.75 to Solid Waste		
Commercial	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	
	First 6,000 gallons per thousand gallons	$3.00	$3.63
	Over 6,000 gallons per thousand gallons	$4.26	$5.15
	+ O.H. Ivie Charge ... $0.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption		
Sewer	Customer Service Charge	$12.00 minimum	
	All use per thousand gallons	$1.55	
Environmental	All Accounts per account	$2.50	
	This fee supports the Stormwater Services and the Solid Waste Environmental Program ($.75 to Stormwater Services and $1.75 to Solid Waste		
Industrial	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	$3.32	$3.92
	+ O.H. Ivie Charge ... $0.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption		
Sewer	Customer Service Charge	$12.00 minimum	
	All use per thousand gallons	$1.55	
Surcharge Rate:	B.O.D. per pound	$0.091	
	T.S.S. per pound	$0.067	
	F.O.G. per pound	$0.091	
Environmental	All Accounts per account	$2.50	
	This fee supports the Stormwater Services and the Solid Waste Environmental Program ($.75 to Stormwater Services and $1.75 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 fifty cents ($2.50). 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	All use $5.86 per thousand gallons		
	+ O. H. Ivie Charge ... $.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption.		
Yard Meter	Yard meters all use $5.86 per thousand gallons		
	+ O. H. Ivie Charge ... $.60 per thousand gallons		
	Outside of City limits, double above rates for water consumption.		
Sewer			
Pro Rata Charge for Water and Sewer Line Connection	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		

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
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	$350.00	$500.00
	1 inch	$375.00	$550.00
	1-1/2 inch	$525.00	$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	$17.50	$25.00
	Illegal consumption	$30.00	$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)	$30.00	$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	
	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	$12.00	$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	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	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)	$100.00	
	Total (T)	$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 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	
	Ortho-phosphate (PO_4-P(O))	$15.00	
	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	
	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)	$12.00	$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	

EXHIBIT A

Fee/Permit	Item/Cost	Current	Proposed if Changing
	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	
	Stage 4 Water Crisis:		
	First Offense: Minimum	$250.00	
	Second Offense: Minimum	$500.00	
	Subsequent Offenses: Minimum	$1,000.00	
	Year-Round Use and All Stages:		
	Termination of water service for repeat violations: Reconnect fee	$250.00	
	Failure to pay penalty: which can be applied to water bill	$250.00	
	Fraudulent mis-representation of well water use:	$500.00	
	Stages 3-4: Plus additional charges for Commercial/Industrial failure to reduce use		
	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	
	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)	$7.00	
	Seniors (age 60+)	$6.00	
	Children (ages 3 - 12)	$4.50	
	Children under 3	Free	

Ordinance & Final Public Hearing Adopting Fees and Charges for FY 16-17.

- As part of the budget workshop on July 27, 2016, City Council approved the Fee Ordinance on first reading.

- All changes that were initiated by Council during the first reading are highlighted in the Exhibit A.

- Public Hearing required.

City Council
Agenda Memo

City Council Meeting Date: 9/8/2016

TO: **Robert Hanna, City Manager**

FROM: **Mike Rains, Director of Finance**

SUBJECT:

Ordinance & Public Hearing:
A) Approving and Adopting the Proposed Budget for Fiscal Year 16-17of $88,912,600.
B) Acknowledge ("Ratify") that the Adopted Budget will cost more than last year's budget.

This budget will raise more total property taxes than last year's budget by an amount of $1,606,905, which is a 6.01% increase from last year's budget. Of that amount, $637,944 is tax revenue to be raised from new property added to the tax roll this year. ***(Rains)***

GENERAL INFORMATION

As part of the budget workshop on July 27, 2016 the City Council approved a General Fund Proposed 2016-17 budget of $88,912,600. The Proposed Budget can be funded at the tax rate of 74.65¢.

SPECIAL CONSIDERATIONS

This item is to be voted on and approved prior to voting on the Ordinance setting the FY 2016-17 tax levy.

Budget: requires two votes:

1. Record vote to adopt the budget with a specific amount of money; and
2. Vote to acknowledge ("ratify") that the Council knows the adopted budget will cost more than last year's budget.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends that the City Council hold the public hearing and approve the Budget Ordinance on second and final reading.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
Ordinance - Budget 2016-17	Cover Memo
Slide	Presentation

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ADOPTING BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2016, THROUGH SEPTEMBER 30, 2017, 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 5th, 2016, filed a proposed budget with the City Secretary for the fiscal year commencing October 1, 2016; 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 September 8th, 2016, 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 1, 2016, 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 8th of September, 2016, 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 4th of September 2016, 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, 2016, through September 30, 2017, 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	13
Police Officers	179	Fire Lieutenant	32
	216	Fire Fighter	131
			183

PASSED ON FIRST READING on the 27th day of July, A.D. 2016.

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 8th day of September, A.D. 2016.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

_____
CITY ATTORNEY

Ordinance & Public Hearing – Final Vote on Proposed 2016-17 Budget

- As part of the budget workshop on July 27, 2016, City Council approved the Proposed 2016-17 Budgets including the General Fund of $88,912,600.
- Public hearing required.
- Final vote on the Proposed 2016-17 Budgets.

City Council
Agenda Memo

City Council Meeting Date: 9/8/2016

TO: **Robert Hanna, City Manager**

FROM: **Mike Rains, Director of Finance**

SUBJECT: **Ordinance & Public Hearing: *(Final Reading)* on Proposed 2016-17 Tax Rate *(Rains)***

GENERAL INFORMATION

The FY 2017 Budget approved by Council on July 27, 2016 set the tax rate at 74.65¢. State law requires that two (2) public hearings must be held prior to the final public hearing and vote. The first public hearing was held on August 11, 2016, and a second public hearing was held on August 25, 2016. Additionally, public comment was held on August 23, 2016. This is a final public hearing and vote.

SPECIAL CONSIDERATIONS

The Texas Tax Code requires specific language for the motion to approve the tax rate: "I move that the property tax rate be increased by the adoption of the tax rate of *74.65¢*, which is effectively a 7.5% increase in the tax rate."

The vote must be a record vote and at least 60% of the council must vote yes – which is 5 members for Abilene.

FUNDING/FISCAL IMPACT

STAFF RECOMMENDATION

Staff recommends that the City Council hold the public hearing and approve the Tax Levy Ordinance on second and final reading.

BOARD OR COMMISSION RECOMMENDATION

ATTACHMENTS:

Description	Type
Ordinance - Tax Rate FY 17	Ordinance
Slide	Presentation

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABILENE, TEXAS, APPROVING THE ASSESSMENT ROLL FOR 2016, LEVYING AN AD VALOREM TAX FOR THE CITY OF ABILENE, TEXAS, FOR THE YEAR 2016; 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 a 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 2016, 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 25th day of July, 2016, 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, 2016, 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-four and sixty-five hundredths cents (74.65¢)-- on each one hundred dollars' ($100.00) valuation of said property, apportioned as follows:

General Fund:		
(a)	Operations & Maintenance	$ .5448
Debt Service Funds:		
(a)	2002 Airport C.O. Series	$ .0018
(b)	2004 Airport C.O. Series	$ .0010
(c)	2006 Airport C.O. Series	$ .0018
(d)	2007 C.O. Series	$ .0054
(e)	2007 G.O. Series	$ .0074
(f)	2007 Airport G.O. Series	$ .0015
(g)	2008 C.O. Series	$ .0031
(h)	2008 G.O. Series	$ .0111

(i)	2008A C.O. Series - Energy	$ .0144
(j)	2009 Refunding	$ .0101
(k)	2009 C.O. Series	$ .0023
(l)	2009 G.O. Series	$ .0112
(m)	2009A C.O. Series - HRMS & Finance System Replacement	$ .0038
(n)	2010 Refunding	$ .0030
(o)	2011 C.O. Series	$ .0024
(p)	2011 Refunding	$ .0084
(q)	2013 Refunding	$ .0058
(r)	2015 Refunding	$ .0403
(s)	2015 G.O. Series	$ .0284
(t)	2015 C.O. Series	$ .0028
(u)	2016 G.O. Series	$ .0325
(v)	2016 C.O. Series	$ .0032
	Debt Rate	$ .2017
	TOTAL RATE FOR THE YEAR 2016	$ .7465

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 2.6 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $14.

PART 5: That notice for the public hearings on the 11th day of August, 2016, and the 25th day of August, 2016, were given by publication in the Abilene Reporter-News on the 3rd day of August, 2016.

PART 6: That notice for the public hearing on the 8th day of September, 2016, was given by publication in the Abilene Reporter-News on the 28th day of August, 2016.

PART 7: That a public hearing was held on the 8th day of September, 2016, in accordance with the City Charter.

PART 8: 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 9: That this ordinance shall take effect immediately from and after its date of final passage.

PASSED ON FIRST READING on the 27th day of July, A.D. 2016.

PASSED ON SECOND AND FINAL READING AT A PUBLIC HEARING on the 8th day of September, A.D. 2016.

ATTEST:

_____
CITY SECRETARY

_____
MAYOR

APPROVED:

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CITY ATTORNEY

Ordinance & Public Hearing – Final Vote on Proposed 2016 Tax Rate

- As part of the budget workshop on July 27, 2016, City Council approved the Proposed Tax Rate for fiscal year 2016-17 of 54.48¢ per $100 for maintenance & operations and 20.17¢ per $100 for debt service with a total tax rate of 74.65¢ per $100.
- Public hearings have been held on August 11, 23, and 25.
- Public Hearing required.
- Final vote on the Proposed 2016 Tax Rate.